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 NOVEMBER, 19 87.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 00002.

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
SPECIAL SESSION
THURSDAY, OCTOBER 29, 1987
1:30 O'CLOCK P.M.

1. Accept, reject, or readvertise for bids opened on 10-19-87.
2. Approve bills.
3. Adjournment.

FILED FOR RECORD
TIME 12:35 A.M. P.M.
OCT 26 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 Monday, October 26, 1987 at 12:45 p.m. by N. Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 29th day of OCTOBER 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
ALTON PRESSLEY	COMMISSIONER PRECINCT 3

With Commissioner Denham and Commissioner Lutts absent for vote.

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

1. ACCEPT, REJECT, OR READVERTISE FOR BIDS OPENED ON 10-19-87:

   Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to reject bids previously opened on October 19, 1987 for data processing equipment and accept bid from NCR COMTEN INC. and PHOENIX SOFTWARE COMPANY. (Recorded in minutes in full)

2. APPROVE BILLS:

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

3. ADJOURNMENT:

   Commissioners' Court adjourned at 1:40 p.m. Thursday, October 29, 1987.

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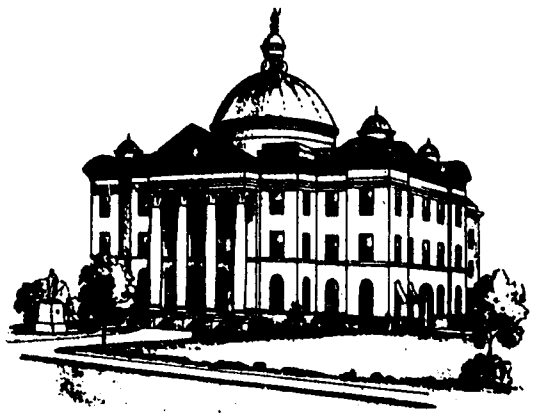
Charles W. Miller
Director Of Data
Processing



P.O. Drawer X
Richmond, Texas 77469
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND
Richmond, Texas

November 19, 1987

Dianne Wilson
County Clerk
Fort Bend County
P.O. Box 520
Richmond, Texas 77469

Dear Dianne;

On October 29, 1987 at the special meeting of Commissioners' Court with Judge Stavinoha, Commissioner Pustka, and Commissioner Pressley in attendance the attached requests were submitted by Data Processing.

1) We rebid ten (10) items from the bids opened October 19, 1987 and
2) We accepted two(2) items from the bids opened October 19, 1987.

Commissioner Pressley made the motion to rebid the items as presented by Data Processing and to award the bid for the items as presented by Data Processing and Commissioner Pustka seconded the motion and the two commissioners and the county judge voted for.

Chuck Miller
Director of Data Processing

CWM/ch

AS PER ORIGINAL

DATA PROCESSING

BIDS OF OCTOBER 19, 1987

REQUEST TO REBID

I would like to reject all bids for the following items and rebid them as at least three vendors did not get a bid in:

1) IBM,

2) GRAMMCO,

3) WYLE LABORATORIES. (They were confused as they thought they had to bid on everything.)

Items to be rebid:

1) Color Graphics Display Terminals

2) Color Display Terminals

3) Printers - Impact

4) Printers - Non-Impact

5) Modems - Remote

6) Modems - Local

7) Remote - Terminal Cluster Control Units

8) Local - Terminal Cluster Control Units

9) Protocal Converters

10) Disk Drive

Chuck Miller 10/29/87

DATA PROCESSING BID OF OCTOBER 19, 1987

ITEMS RECOMMENDED FOR ACCEPTANCE

AS PER ORIGINAL

1. NETWORK CONTROL PROCESSOR.

The 5260XP system from NCR COMTEN INC. is recommended. This system has 24 9600 BPS lines and 2 56000 BPS lines. It can grow to 64 lines in the future. It supports ASYNC to SNA/SDLC protocal conversion, the CCITT X.25 packet switching protocal and SNA/SDLC protocals from IBM. It is fully compatible with all IBM 3725 communications processors such as those at Harris County. Bexar County and El Paso County each have multiple 5620 communications processors and are pleased with the units.

As soon as this processor is functional our current IBM 3705 communications processor will be available for sale.

Hardware Cost	Hardware Maintenance after 1 year
$58,895	$244

Software Cost

Initial License Fee $2,166	Monthly Rental $556

2. Programming Productivity Enhancement System.

The "CYGNET" system from PHOENIX SOFTWARE COMPANY.

This system allows prototyping and has other features to make system requirements definition easier. It also enforces programming standards to make program maintenance easier. It has an interactive debugging facility that makes program testing more efficient.

The programs it produces are fully compatible with IBM CICS/COBOL.

Based on the results of use of the product at other local government units we should expect significant productivity gains in the areas of design, program coding, and program maintenance.

After the learning process, if we can achieve even a 25% gain in productivity then the product is much cheaper than hiring additional programmers.

Purchase Price

$28,000

Chuck Miller 10/29/87

Chuck Miller
Director of Data Processing

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0034

HARDWARE PRODUCT ANNOUNCEMENT

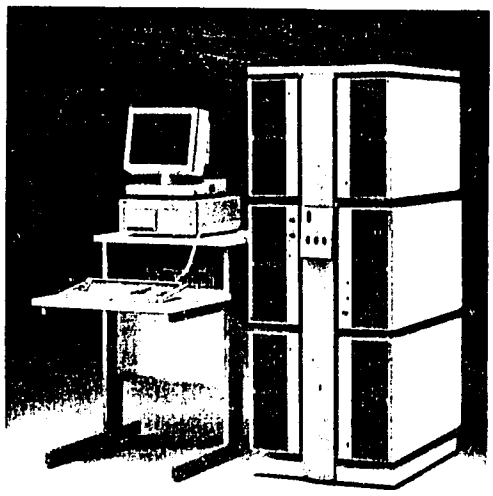
AS PER ORIGINAL

NCR
NCR Comten

New Comten 5620XP offers enhanced performance and greater line connectivity

Comten 5620XP Communications Processor

The new Comten 5620XP communications processor provides an enhanced central processing unit that is 2.2 to 3.7 times more powerful than previous models of the Comten 5620 depending on software configuration. In addition, the new Comten 5620XP supports up to 64 communications lines using asynchronous, BSC, SDLC, or X.25 protocols — *twice* the line connectivity of previous Comten 5620 models. When implemented with the Comten Integrated Protocol Converter, the Comten 5620XP supports up to 96 communications lines with 32 of those lines supporting any combination of async, BSC, SDLC, or X.25 protocols and 64 of these lines supporting a single async device per line.



The fully configured 5620XP consists of six modules mounted on a stand, a fixed disk drive, and a system console.

The Comten 5620XP communications processor provides the networking capabilities of NCR Comten's larger processors at a substantially lower price and with significantly reduced maintenance fees.

The Comten 5620XP is particularly well-suited to the needs of networks with many small remote nodes because it operates virtually unattended minimizing the need for special staff at the remote nodes. In addition, the Comten 5620XP meets the needs of small nodes because it operates in standard office environments without requiring raised floors or other computer center conditions. Furthermore, growing network nodes will appreciate the incremental expansion capability of the Comten 5620XP which permits lines to be added cost effectively — up to as many as 64 or 96 lines, depending on configuration. The Comten 5620XP may also be used as an entry level processor in small- to medium-sized networks.

The Comten 5620XP supports all of NCR Comten's networking products based on Comten Communications Operating System (COS2) and can be used in both SNA and non-SNA network configurations.

The modular architecture of the 5620XP uses VLSI technology to help provide high reliability, low power consumption, and a small footprint. VLSI technology also permits the Comten 5620XP to operate in office enviroments as well as computer centers.

AS PER ORIGINAL 00007 0034

A fully configured 5620XP consists of six modules mounted on a stand, a fixed disk drive, and a system console. The six modules consist of the following: an enhanced central processing unit, a channel interface adapter unit for connecting one or two hosts (if needed), and four communications subsystems. Each communications subsystem handles up to 16 communications lines producing the total line connectivity of 64 lines. The fixed disk drive provides rapid restart and recovery capabilities and permits virtually unattended remote operation keeping support costs low.

Comten IPCs may be substituted for one or two of the communications subsystems. Each IPC supports up to 32 asynchronous devices. The primary purpose of the Comten IPC is to convert asynchronous protocol to BSC for access to 3270 applications, although terminal users may elect not to have their terminal's protocol converted when connecting to other applications.

Highlights

The Comten 5620XP can reduce network costs through more efficient utilization of lines, terminals, and hosts. The Comten 5620XP is the smallest member of the NCR Comten family of SNA-compatible communications processors. The Comten 5620XP:

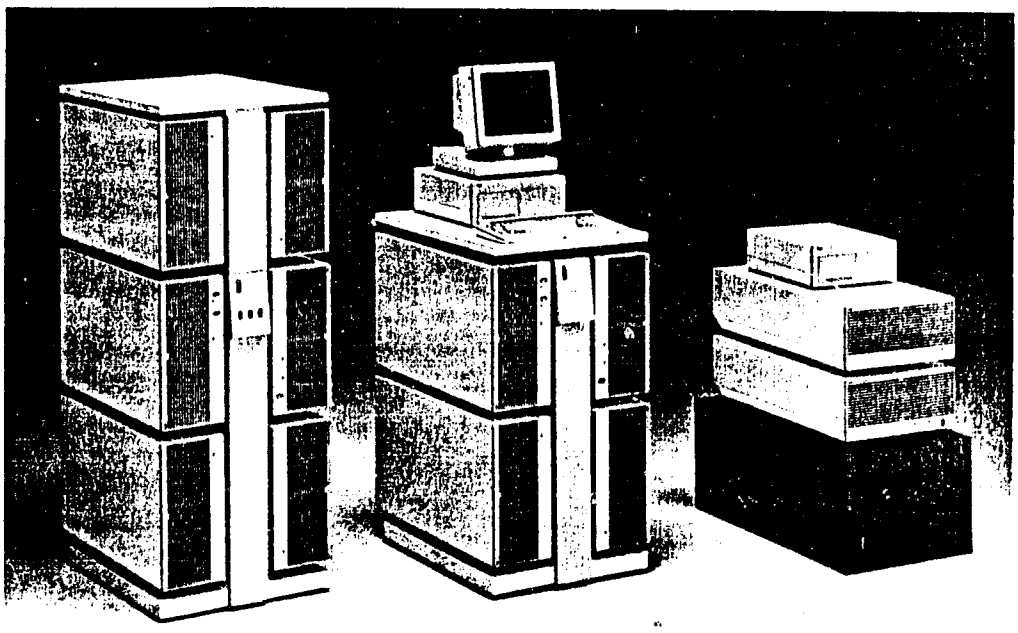
- Provides an enhanced CPU which is 2.2 to 3.7 times more powerful depending on software configuration than previous Comten 5620 models
- Provides increased line connectivity — up to 64 full- or half-duplex communications lines
- Supports up to 96 communications lines with two Integrated Protocol Converters (IPCs)
- Provides the full range of NCR Comten communications processing capabilities
- Operates as a front end processor supporting channel connection to one or two hosts
- Operates virtually unattended as a remote communications processor
- May operate in a dual mode as both a front end processor for a local host and as a remote communications processor for other hosts in the network

Usage

The Comten 5620XP provides the price/performance solution for small networks and small remote nodes in larger networks that need a full-function SNA-compatible communications processor.

For growing network nodes, the 5620XP can support from two to 64 or even 96 lines depending on configuration. For example, a 5620XP can be configured with:

- Four communications subsystems supporting up to 64 communications lines, or



The modular Comten 5620XP may be configured in a variety of ways: from the left, a 64-line channel-connected configuration, a 32-line channel-connected configuration, and a typical 16-line remote configuration.

- Three communications subsystems supporting up to 48 communications lines and an IPC providing 32 asynchronous line connections (80 lines total), or
- Two communications subsystems supporting up to 32 communications lines and two IPCs providing 64 asynchronous line connections (96 lines total).

Smaller configurations are also available. Remote sites which do not need host channel attachment might select a configuration consisting of a CPU, up to four communications subsystems (or substitute IPCs for one or two of the communications subsystems), and a fixed disk drive to minimize local operator intervention.

Individual line speeds up to 64K bps are supported. The 5620XP can determine the speed and code set of asynchronous terminals at connection for speeds up to 19.2K bps.

Upgrades from Previous Models

Customers who have previous Comten 5620 models may upgrade their processors to 5620XP models. A field-installable upgrade is available which enhances the performance of the 5620's CPU. Once a 5620's CPU is upgraded, a feature which prepares the processor for greater line connectivity may be installed.

Operating Environment

The Comten 5620XP operates with Comten Communications Operating System (COS2) Release 3 or above. COS2 Release 4 is required for line connectivity above 32 lines and to provide optimum performance. The Comten 5620XP supports all Comten COS2-based products.

Host Prerequisites

The host prerequisites for support of a Comten 5620XP are a channel- or link-attached IBM system or compatible host processor in an OS/MVS, DOS/VSE, DOS or VM environment or an NCR system in the VRX/TAM environment.

Specifications

- Main Storage — One, two, or four megabytes
- Registers — Sixteen 32-bit general purpose registers and sixteen 32-bit control registers
- Storage Cycle Time — 200 nanoseconds
- Communications Interfaces — Up to 64 full- or half-duplex lines with the following line interfaces: RS-232-C, RS-449, MIL 188, CCITT V.35, AT&T 303 Data Sets, CCITT X.21, and NCR/DLC (in house).
- Host Channel Interfaces — Supports one or two host computers (see "Host Prerequisites" section).
- Operator Interface — Operator panel, optional system console
- Program Loading — From attached fixed disk drive, by host channel, or remotely through a communications line.
- Diagnostics — Power-up or operator reset initiates the execution of self-test programs. If an error is detected, an error code is displayed which indicates the failing board and the type of error.
- Software Requirements — Uses Comten COS2 Release 3 or above control software and runs Comten COS2-based networking products. COS2 Release 4 is required for line connectivity above 32 lines and to optimize performance.
- Fixed Disk Drive Capacity — 10 megabytes

Physical Properties

- Module Dimensions (CPU, CIA, Communications Subsystem or IPC)
  Height: 8½ inches (21.6 cm)
  Width: 17½ inches (44.5 cm)
  Depth: 33 inches (84 cm)
  Weight fully configured: 450 lbs (202.5 kg)
- Fixed Disk Drive
  Height: 6 inches (15.2 cm)
  Width: 14 inches (35.6 cm)
  Depth: 16 inches (40.6 cm)

(continued on back)

- Stand Dimensions
  - Height: 41 inches (104 cm) for mounting four modules or 62 inches (157.5 cm) with extension for mounting six modules
  - Width: 23 inches (58.4 cm)
  - Depth: 33 inches (84 cm)
- Power
  - 120 VAC (104-127 V), 50 Hz
  - 220 VAC (198-235 V), 50-60 Hz
  - 240 VAC (216-257 V), 50-60 Hz
  - Single Phase
  - 15 Amps, 1.8 KVA (maximum)
- Environment
  - Ambient Temperature 50-104° F (10-40° C)
  - Relative Humidity 20-80% (noncondensing)
  - Heat Dissipation 4400 BTU/hr (308 gm-cal/sec)

Availability

IBM environment: The 5620XP with the enhanced CPU and 32-line connectivity is available immediately; 64-line connectivity will be available in the fourth quarter of 1987.

NCR environment: The 5620XP with the enhanced CPU and connectivity for up to 64 lines will be available in the fourth quarter of 1987.

Ordering Information

The Comten 5620XP is available from NCR Comten Inc. in the United States and Canada. NCR Comten products are also available throughout the world.

Support Services

Several hardware support agreements are available. Contact a local NCR Comten representative for details of an appropriate agreement.

Documentation

The following user documentation will be available concurrent with the General Customer Availability date of Comten 5620XP:

- CP-HG21-100-B — Comten 5620XP General Information Manual
- CP-HG42-100-B — Comten 5620XP User Guide

Training

Customer training classes are offered on a scheduled basis at NCR Comten's training facilities in St. Paul, Minnesota; Rockville, Maryland; and San Mateo, California. By special arrangement, training classes may also be held at the customer site or other locations. Further information about training classes, schedules, curriculum recommendations, and registration procedures can be obtained from an NCR Comten sales representative. Comten 5620XP users may benefit from the COS2 training sequence.

Pricing

Purchase price for the Comten 5620XP communications processor ranges from $22,000 for a 4-line remote configuration to $111,500 for a 64-line 4-megabyte channel-connected configuration. Pricing varies depending on configuration requirements.

The cost to upgrade previous models of the 5620 to 5620XP is as follows:

- CPU performance upgrade — $5,300
- Feature to prepare the processor for 33-64 line connectivity — $11,000

NCR Comten Inc.
2700 Snelling Avenue North
St. Paul, Minnesota 55113
Phone: (612) 638-7777

Specifications subject to change without notice.
Printed in U.S.A.
CP-HG14-100-B
06/87

AS PER ORIGINAL

CYGNET Benefits: All for Your Benefit

Cost Savings

A 10:1-plus productivity increase in new development
A 20:1-plus productivity increase in subsequent maintenance
Reduced labor costs because CICS knowledge is not required to use CYGNET
Reduced training costs because CYGNET is easier to learn than most 4GLs
Reduced porting costs because CYGNET applications can be cross-compiled between MVS and DOS environments without source changes
None of the costly overhead associated with ISPF or ICCF-based program editing

Efficiency

Improved application quality through interactive prototyping
Efficient use of machine resources because CYGNET applications are *always* fully reentrant
Faster on-line response time from optimized machine language production modules
Reduced use of system resources because CYGNET 4GL/C is itself a fully reentrant application providing totally interactive editing, compilation, testing, and library management facilities in a single, optimized development environment

Flexibility

Increased flexibility because CYGNET applications can run on-line *without* CICS
Additional flexibility because CYGNET fully supports all batch programming requirements
Immediate results because CYGNET is fully integratable with existing files and CICS COBOL, PL/1, or assembler language applications
A greater development scope because CYGNET is suitable for scientific and engineering applications development

Dependability

Reduced risk compared to most 4GLs because CYGNET is *not* required during application execution
Greater data protection through CYGNET's automatic security features
The stability and support of a major system software vendor

A S PER ORIGINAL

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 29 day of October, 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 Pressley, Seconded by Commissioner Pustka, duly put and carried, it is ordered that the bills be approved as presented by Joyce Tompkins, County Auditor,

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

County Auditor

Date: 10/29/87

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON NOVEMBER 16, 1987.

STARTING WITH
FILM CODE NO. 87vol.00034pg.00002

ENDING WITH
FILM CODE NO. 87vol.00034pg.00011

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF NOVEMBER 16, 1987.

STARTING WITH VOLUME NUMER 00034 PAGE NUMBER 00014.

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, NOVEMBER 2, 1987
9:00 O'CLOCK A.M.

AS PER ORIGINAL

1. Approve minutes of meetings of October 19 & 29, 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. Presentation of Certificate of Merit, a national award, by the American Red Cross to County employee Norman Williamson, and Eddie Kutach.

7. Consider approval of Cooperation Agreement with Harris County allowing the City of Stafford to participate in the Harris County Community Development Block Grant Program for 1988-1990.

8. Sheriff Gus George, re: (1) accept donation of 6 two-way radios valued at $30 each; (2) accept check for $131.25 from State Comptroller as refund on commodity assessment fee for the jail & rebudget; (3) accept check for $47.50 from Bobby Schlitzkus as payment for impounded livestock & rebudget; (4) authorize payment of $10 to Dep. R. Stasney as reimbursement for impounded livestock expenses.

9. Marsha Gaines, Tax Assessor/Collector, re: (1) approve cancellation of dealer bond for Ashcraft Lincoln-Mercury; (2) approve dealer bonds in the amount of $40,000 for Randall's Supermarkets; (3) accept & rebudget check in the amount of $360.48 from Moore Business;(4) approve dealer bond in the amount of $25,000 for James A. Glowney of Bill Heard Chevrolet Inc.

10. Mr. Roman Bohachevsky, County Librarian, re: consider entering into a contract with Len Radoff, Consultant, regarding a branch library development study.

11. Mr. Johnnie Cooper, County Extension Agent, re: request to advertise for bids for an offset press for County Extension Office (funds available).

12. Consider authorizing $10,000 from Precinct 4 Bridge Fund for engineering costs for bridge design on Hwy. 90/Ditch H.

13. Consider approving resolution in support of Texans for Turnpike.

14. Consider budget amendment for Juvenile Detention Dept. in Temporary Help.

15. Consider amending fee schedule for septic tank inspections.

16. 10:00 a.m. - Hold public hearing to consider the abandonment of Tara Rd. through the proposed Bentwood Sub. in Prct. 1 & consider action.

17. Accept & rebudget check in the amount of $111.04 from Audits & Surveys for Data Processing Dept.

18. Approve contract, context previously approved, with Fort Bend O.E.C.D. for screening for Indigent Health Care.

19. Consider approval of Supplemental Agreement #1 with Lichliter-Jameson & Assoc. Inc. for additional services on the FM-2234 project.

20. Accept & rebudget check into Precinct 3's budget as reimbursement for road materials per interlocal agreement.

21. Review fee officers' monthly reports.

22. Consider applications from Southwestern Bell Telephone to lay cable 60 ft. & 230 ft. along Bryan Rd. in Precinct 1.

AS PER ORIGINAL

23. Consider accepting a perpetual bond in the amount of $30,000 from Chevron U.S.A. for permit crossings to replace an existing Chubb Insurance Co. bond #8097-47-44.

24. Consider application from Irrigation Group Inc. to install irrigation system along and under Mason Rd. in Precinct 3.

25. Authorize advertising for the following bids: (1) Janitorial supplies; (2) Road materials, petrochemical; (3) Uniforms for Sheriff's Dept.; (4) Uniform hats for Sheriff's Dept.; (5) Food for Jail & Juvenile Detention; (6) Photographic supplies; (7) Fence for County Landfill; (8) Sale & removal of improvements (one barn) located near 514 Klauke Rd. in Rosenberg, west of Fort Bend County Landfill; (9) Sale & removal of improvements (one house) located at 514 Klauke Rd., Rosenberg, west of Fort Bend County Landfill.

26. Take action on the following bids: (1) Periodicals for Library System (#87-74); (2) High demand books for Library System (#87-75); (3) Mowing services for County right-of-ways (#87-76); (4) Bread for Jail & Juvenile Detention (#87-77); (5) Milk for Jail & Juvenile Detention (#87-78); (6) Pavement markings throughout Fort Bend County (#87-79); (7) One or more new truck-mounted herbicide applicators with computerized chemical injection system (#87-82); (8) One or more new crawler tractors without blade (#87-83).

27 Approve changes to gasoline and diesel bid specifications.

28. 1:30 p.m. - Open and consider action on the following bids: (1) Concrete for Fort Bend County (#87-80); (2) Road sign materials for Fort Bend County (#87-81); (3) One or more new crawler tractors with blade with or without trade-in (#87-85); (4) One or more used crawler tractors with or without trade-in (#87-86); (5) Request for proposals for Compaq Desk Pro 386 Model 40 or equal (RFP #87-88).

29. Approve bills.

30.32) Adjournment

FILED FOR RECORD
TIME 2:40 ~~A.M.~~ P.M.
OCT 29 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 Thursday, October 29, 1987 at 2:50 p.m. by D. Lindsey.

AS PER ORIGINAL

#31

ADDENDUM TO AGENDA
OF MONDAY, NOVEMBER 2, 1987

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS

The following item should be added to the Commissioners Court agenda of Monday, November 2nd:

11:00 a.m. - Hold public hearing to consider installing speed control devices in the Sugarwood Subdivision in Precinct 3, and consider taking action on same.

FILED FOR RECORD
TIME 8:55 A.M. P.M.

OCT 30 1987

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

Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

I certify that this addendum to the agenda was posted on the bulletin board, County Courthouse and glass doors, Courthouse Annex, Richmond, Texas on Friday, October 30, 1987 at 7:00 a.m. by N. Sandry.

00017
0034
#30

AS PER ORIGINAL

EMERGENCY ADDENDUM TO AGENDA
OF MONDAY, NOVEMBER 2, 1987

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS

The following item should be added to the Commissioners Court agenda of Monday, November 2nd to be considered after 10:30 a.m.:

CONSIDER APPROVAL OF PAY APPLICATION #2 IN THE AMOUNT OF $28,500 TO OMEGA HI-TECH ROOF SYSTEMS, INC. FOR THE COURTHOUSE ROOFING PROJECT.

FILED FOR RECORD
TIME 8:05 A.M. ~~P.M.~~
NOV 2 1987
Diane 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 and glass doors, Courthouse Annex, Richmond, Texas on Monday, November 2, 1987 at 8:10 a.m. by N. Landry.

AS PER ORIGINAL

REGULAR SESSION

BE IT REMEMBERED That on this 2ND day of NOVEMBER, 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:

Neville Lancaster presented Commissioners' Court with a Monthly Progress Report of Courthouse Annex II.

1. APPROVE MINUTES OF MEETING OF OCTOBER 19 & 29, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve minutes of October 19 &, 29, 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 transfer for DISTRICT ATTORNEY, JUVENILE PROBATION, ROAD & BRIDGE #2 & 3, EMS, COUNTY ENGINEER & CONSTABLE #1. (Recorded in minutes in full)

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

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

SHERIFF
DISTRICT ATTORNEY
268TH DISTRICT COURT

5. APPROVE COUNTY TREASURER'S QUARTERLY REPORT:

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

A

FORT BEND COUNTY COURTHOUSE ANNEX II

MONTHLY PROGRESS REPORT

THROUGH OCTOBER 31, 1987

AS PER ORIGINAL

GENERAL INFORMATION:

1. Space is now much less a problem, however we will become slightly cramped as more sub-contractors seek trailer space. We have discussed this need with Jack Tyler, City of Richmond Manager, but have not yet requested any additional space. Jack has toured the site twice this month and is very aware of our potential need.

2. A minor adjustment of the site fence has been made to give the Richmond Fire Department unrestricted access to the fire hydrant at 4th Street and Jackson (see corner).

3. The backdoor to the County Clerks office will remain open during construction, however there may be a minor inconvenience during October while a protective covering is installed over the walkway from the backdoor to the sidewalk.

LABOR PROBLEMS:

NONE

SAFETY:

1. No lost time accidents todate.

2. The entire site is now a "Hard-Hat" zone.

SCHEDULES:

1. As of this date the entire second floor is poured and columns to the third floor are poured but not yet all stripped. Shoring of the third floor has started. Plumbing and electrical work is also well underway. Weather has remained favorable throughout October. There were no rain days in October.

2. As of 31 October 87 we are (7) working days ahead of schedule.

Neville J. Lancaster, Sr.
Neville J. Lancaster
LCMC, Inc.

xc: Commissioners
Pustka, Denham
Pressley, Lutts

County Engineer
County Clerk
County Civil Attorney

NJL:sac

xc: Diane Wilson 11-3-87

00020
0034

#3

AS PER ORIGINAL

RECEIVED
NOV 2 1987
COUNTY JUDGE

THOMAS O. STANSBURY
JUDGE, 328TH DISTRICT COURT
FORT BEND COUNTY COURTHOUSE
RICHMOND, TEXAS 77469
(713) 342-3411

October 30, 1987

Judge Jodie Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Re: 1987 Budget Amendment
Fees and Services

Gentlemen:

I request that the 1987 budget for the 328th District Court be amended to add $4,500 to the Fees and Services line item. Several factors lead to the conclusion that this amendment is quite necessary at this time.

Attached is a breakdown of monies I anticipate needing to spend prior to the end of the year as well as funds presently available for those expenditures. As indicated, a deficit of $4,700 is reasonably anticipated unless other funds can be made available.

I will be happy to answer any questions or to provide other information you may desire to enable you to add $4,500 to this budget from the appropriate sources.

Thomas O. Stansbury

October 30, 1987

AS PER ORIGINAL

Funds needed for balance of 1987:

Court - appointed attorneys (present line-item shortage)	370
Court - appointed attorneys (2 months @ $2,000)	4,000
Substitute court reporters (5 days @ $166.22)	830
Substitute court coordinator (10 days @ $60)	600
	$5,800

Funds presently available:

Temporary or extra help	600	
Property and equipment	500	
		$1,100
		$4,700

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 19th day of October, 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)
1010 Property & Equip.	2,347.53	1,947.53	(400.00)
1062 Office Supplies	324.72	724.72	400.00

DATE: 10-16-87

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

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 2nd day of October, 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)
Engineering 1050 0043 2001 Engineering Supplies	4656.50	616.50	(4040.00) decrease)
1050 0043 1010 P&E	7916.49	11416.49	3500.00 (increase)
1050 0043 2000 Utilities	1169.06	1709.06	540.00 (increase)

DATE: _____

DEPARTMENT HEAD: Ronald Dradenberg

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 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:

JUVENILE DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
10-50-0009-2000 Utilities	$ 233.88	$ 733.88	$500.00
10-50-0009-2030 Groceries	$3226.49	$2726.49	($500.00)
10-50-0009-2000 Utilities	$ 733.88	$1483.88	$750.00
10-50-0018-1010 Property + Equipt.	$1509.93	$759.93	($750.00)
10-50-0009-2000 Utilities	$1483.88	$2233.88	$750.00
10-50-0018-7019 Repairs Mtr. Equipt.	$1329.54	$579.54	($750.00)

DATE: October 20, 1987

DEPARTMENT HEAD: Dennis A. McGee

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 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-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 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:

10500034 DEPT.	LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
7020	Radio Repair	9000.00	5300.00	(3700.00)
1062	Office Supplies	13,500.00	12,500.00	(1000.00)
7019	Mtr. Repair	15,000.00	17,000.00	2000.00
1065	Medical Supplies	25,000.00	26,700.00	1700.00
4011	Uniforms	3,500.00	4,000.00	500.00
7006	Tires & Tubes	2,000.00	2,500.00	500.00

DATE: 10-26-87

DEPARTMENT HEAD: [signature] 10/26/87

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 1987

On this the 2nd day of November, 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)
120600627007	Repair & Parts/ Shop Supplies	$90,000.00	$100,000.00	$10,000.00
120600621010	Property and Equipment	$175,000.00	$ 73,000.00	(102,000.00)
120600625031	Road Material	$879,258.00	$971,258.00	92,000.00

DATE: November 2, 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

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:

JUVENILE	DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
10-50-0009-0200	Salaries	$38,598.80	$37,098.80	($1500.00)
10-50-0018-4010	Fees & Services	$ 1,788.65	$ 488.65	($1300.00)
10-50-0009-0201	Extra Help	$ 37.40	$ 2,837.40	$2800.00

DATE: October 22, 1987

DEPARTMENT HEAD: Dennis A. McAfee

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 1987

On this the 2nd day of November, 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)
District Attorney			
1050 0012 1062 Office Supplies	28,500.00	30,000.00	1,500.00
1050 0012 4010 Fees & Services	20,000.00	18,500.00	(1,500.00)
1050 0012 7019 Repairs/Mtr. Equipt.	500.00	1,000.00	500.00
1050 0012 4012 Special/Criminal Investigation	3,000.00	2,500.00	(500.00)

DATE: 10-30-87

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

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 2nd day of November, 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)
ROAD & BRIDGE 3-049			
OFFICE SUPPLIES - 1062	5,000.00	5,777.91	777.91
FEES & SERVICES - 4010	48,254.16	49,896.52	1,642.36
PERM. IMROVE. - 6019	50,000.00	47,587.45	(2,412.55)
REPAIR & PARTS - 7007	55,000.00	54,992.28	(7.72)

DATE: October 29, 1987

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

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____
Johnnie Pustka, Commissioner Pct. #1

Alton Pressley
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

00030
0034

AS PER ORIGINAL

RECEIVED
OCT 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:

A. Reagan Clark

Period: Date of Departure December 3, 1987

Date of Return December 5, 1987

Purpose of Trip: Judicial Conference

Places to be Visited: Austin, Texas

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

Name

October 27, 1987
Date

Judge, 268th Judicial Ditrict Court
Title

* *

Approved: Commissioners' Court

County Judge

11/2/87
Date

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

00031
0034

4

AS PER ORIGINAL

RECEIVED
OCT 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:~~

Holman Gregory

Period: Date of Departure November 29, 1987

Date of Return December 4, 1987

Purpose of Trip: Department of Public Safety Telecommunications School

Places to be Visited:

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

Name

10-26-87
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

11/2/87
Date

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

00032
0034

RECEIVED
OCT 29 1987
COUNTY J

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:

Two Dispatchers to attend:

Tamara Oberhoff

Sandra Magana

Period: Date of Departure 11/29/87 p.m.

Date of Return 12/4/87 p.m.

Purpose of Trip: attend Telecommunications School sponsored by Texas Dept. of Public Safety

Places to be Visited: Austin, Texas

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

Name

10/28/87
Date

Sheriff
Title

* *

Approved: Commissioners' Court

County Judge

11/2/87
Date

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

ORDER APPROVING COUNTY TREASURER'S QUARTERLY REPORT

AS PER ORIGINAL #5 00033 0034

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 2nd day of NOVEMBER 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 JULY A. D. 1987, and ending on the 30th day of SEPTEMBER A. D. 1987, filed herein on the 2nd day of NOVEMBER 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 7/1/87	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE DATE 9/30/87	OUTSTANDING INVESTMENTS	ENDING BALANCES
08 ROAD & BRIDGE.....	78,778.96	3,242,225.77 I 467,396.11 R	1,848,285.40 I 1,763,093.72 D	177,021.72	1,750,000.00	1,927,021.72
10 GENERAL FUND.....	274,821.80	11,481,461.93 I 2,172,138.33 R	7,547,440.80 I 5,875,212.47 D	505,768.79	6,810,835.35	7,316,604.14
98 INSURANCE ESCROW.....	14,887.12	242,988.77 I 1,701.80 R	200,921.42 I 9,271.57 D	49,384.70	200,921.42	250,306.12
04 TEMP EMERGENCY RELIEF PROG.	8.67	----- R	----- D	8.67	-----	8.67
05 D. A.-U.R.E.S.A.....	150.00	----- R ----- I	----- D ----- I	150.00	-----	150.00
06 D. A. BAD CHECK COLL. FD..	13,402.72	7,320.43 R	2,972.37 D	17,750.78	-----	17,750.78
07 ENTEX CONTRIBUTIONS.....	5,018.63	1,020.00 R	357.76 D	5,680.87	-----	5,680.87
09 HOUSTON LIGHTING & POWER..	9,073.75	8,500.00 R	9,211.93 D	8,361.82	-----	8,361.82
12 FARM TO MARKET/LATERAL RD.	42,689.74	2,810,532.07 I 234,346.83 R	1,598,285.40 I 1,268,565.80 D	220,717.44	1,525,000.00	1,745,717.44
14 LATERAL ROAD.....	396.46	151,885.32 I ----- R	150,000.00 I ----- D	2,281.78	150,000.00	152,281.78
16 CO. LAW LIBRARY.....	3,422.89	86,045.29 I 3,963.50 R	85,460.71 I 3,487.36 D	4,483.61	85,460.71	89,944.32
18 LAW ENFORCEMENT ACADEMY...	3,879.44	30,494.64 I 26,027.72 R	40,000.00 I 8,137.26 D	12,264.54	40,000.00	52,264.54
24 LIBRARY BLDG. AVAIL.....	1.07	----- R	1.07 D	-----	-----	-----
28 AMBULANCE (PARAMEDICS)....	6,404.16	----- R ----- I	----- D ----- I	6,404.16	-----	6,404.16
29 MARGINE PUSTKA MEMORIAL...	2,487.50	----- R	2,487.50 D	-----	-----	-----
30 D. A. SUPPL. SALARY.....	147.39	7,963.02 R ----- I	7,638.38 D ----- I	472.03	-----	472.03
31 MARY ELLEN GRILLO MEMORIAL	3,677.62	----- R	2,487.50 D	1,190.12	-----	1,190.12
32 LIBRARY DONATIONS.....	6,026.65	10,093.24 I 726.00 R	10,093.24 I 2,852.67 D	3,899.98	10,093.24	13,993.22
33 EMERGENCY FOOD & SHELTER..	136,382.95	2,347.02 R	138,729.97 D	-----	-----	-----
36 MISSION WEST PARK PCT. 3..	4,744.55	100,921.42 I ----- R	100,921.42 I ----- D	4,744.55	100,921.42	105,665.97
41 MARJORIE BAILEY MEMORIAL..	586.53	25,230.36 I ----- R	25,230.36 I ----- D	586.53	25,230.36	25,816.89
42 NARCOTICS FUND.....	5,881.46	11,185.00 R	1,909.32 D	15,157.14	-----	15,157.14
44-27 REV. SHR. EP #16.....	41,295.85	----- R	41,295.85 D	-----	-----	-----
44-28 REV. SHR. EP #17.....	63,299.20	176,357.54 I 2,000.00 R	200,000.00 I 35,305.71 D	6,351.03	125,000.00	131,351.03
46 PRIMARY ELECTIONS.....	-----	----- R	----- D	-----	-----	-----
47 D. W. I. VIDEO FEE FUND...	3,775.05	2,061.00 R	----- D	5,836.05	-----	5,836.05
49 PROBATE/COURT TRAINING FD.	(669.51)	2,322.00 R	427.79 D	1,224.70	-----	1,224.70
74 VOTER REGISTRATION.....	8,443.66	----- I 4,279.60 R	3,538.10 D	9,185.16	-----	9,185.16
97 DISTRICT ADULT PROB. ISP..	16,540.84	----- I 28,755.00 R	----- I 30,928.97 D	14,366.87	-----	14,366.87
99 DISTRICT ADULT PROBATION..	63,263.35	100,690.60 I 157,574.78 R	50,000.00 I 192,634.71 D	78,894.02	-----	78,894.02
19 RABBS BAYOU FUND.....	2.72	----- R	----- D	2.72	-----	2.72
20 UPPER OYSTER CREEK.....	26,178.60	----- I ----- R	----- I ----- D	26,178.60	-----	26,178.60
21 CAPITAL IMPROVEMENTS.....	9,479.54	----- I ----- R	----- I ----- D	9,479.54	-----	9,479.54
25 LOWER OYSTER CREEK.....	37,021.44	4,015.47 R	47,813.61 D	(6,776.70)	-----	(6,776.70)

APPROVING COUNTY TREASURER'S QUARTERLY REPORT---------PAGE #2

FUND	BEGINNING CASH BALANCE DATE 7/1/87	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE DATE 9/30/87	OUTSTANDING INVESTMENTS	ENDING BALANCES
27 TARA ROAD FD. PCT. #1.....	344.51	20,314.77 I ----- R	20,000.00 I ----- D	659.28	20,000.00	20,659.28
37 LAW ENF. ACAD. BLDG.....	696.93	----- R	696.93 D	-----	-----	-----
38 COURTHOUSE ANNEX BLDG.....	5,828.26	4,542,450.91 I ----- R	4,394,520.64 I 148,715.19 D	5,043.34	5,859,520.64	5,864,563.98
39 GRAND MISSION CROSSING....	142,129.00	----- R	142,000.00 I ----- D	129.00	142,000.00	142,129.00
43 BRIDGE IMPROVEMENT FD.....	7,624.10	63,872.92 R	52,062.78 D	19,434.24	-----	19,434.24
45 PCT. #3, MAINTENANCE FAC..	21,257.57	----- R	14,788.15 D	6,469.42	-----	6,469.42
48 FIFTH STREET PROJECT.....	-----	----- R	----- D	-----	-----	-----
53 PCT. #1, MAINTENANCE FAC..	36,596.77	----- R	36,401.50 D	195.27	-----	195.27
94 FBC DIST. DRY CREEK BRDG..	1,585.30	55,899.35 I ----- R	55,000.00 I ----- D	2,484.65	55,000.00	57,484.65
56 COURTHOUSE IMPROV. CERT...	739.49	23,496.69 I 2,966.92 R	9,000.00 I 17,575.00 D	628.10	9,000.00	9,628.10
58 LTD TAX JAIL BONDS.....	2,815.63	52,020.80 I 9,440.23 R	17,000.00 I 44,287.50 D	2,989.16	17,000.00	19,989.16
59 ANNEX CERT. OF OBLIG.....	6,483.16	275,077.74 I 25,623.47 R	48,000.00 I 252,500.00 D	6,684.37	48,000.00	54,684.37
60 UNLTD. TAX RD. BONDS.....	656.31	18,441.80 I 841.98 R	19,000.00 I ----- D	940.09	19,000.00	19,940.09
34 DRAINAGE DIST. MAINT. AVAIL	34,068.80	5,747,300.38 I 117,890.66 R	4,704,724.89 I 1,114,958.97 D	79,575.98	4,323,694.86	4,403,270.84
15 BAIL BOND SECURITIES.....	2,258.28	----- R	----- D	2,258.28	-----	2,258.28
17 F. I. C. A. RECOVERY.....	4,312.67	----- R	----- D	4,312.67	-----	4,312.67
52 COMP. TO VICTIMS OF CRIME.	16,253.00	15,155.00 R	16,253.00 D	15,155.00	-----	15,155.00
54 APPELLATE JUDICIAL SYS....	31,840.00	4,240.00 R	----- D	36,080.00	-----	36,080.00
66 JUDICIAL COURT TRAINING...	3,422.00	3,108.00 R	3,422.00 D	3,108.00	-----	3,108.00
68 CRIMINAL JUSTICE PLANNING.	20,431.00	18,932.00 R	20,431.00 D	18,932.00	-----	18,932.00
72 DEPT OF PUBLIC SAFETY.....	7,834.00	6,852.00 R	7,833.00 D	6,853.00	-----	6,853.00
78 TAX COLLECTORS FUND.....	-----	----- I ----- R	----- I ----- D	-----	-----	-----
82 LAW ENF OFF. STD. & ED....	3,435.00	3,113.00 R	3,435.00 D	3,113.00	-----	3,113.00
84 OPERATORS/CHAUFFEURS LIC..	-----	----- R	----- D	-----	-----	-----
96 JUVENILE PROBATION.....	4,777.99	20,275:30 I 29,860.00 R	38,118.03 D	16,795.26	-----	16,795.26
70 JUVENILE PROB. DIVERSION..	-----	----- R	----- D	-----	-----	-----
67 LEOSE MANAGEMENT INSTITUTION	-----	----- R	----- D	-----	-----	-----
55 FBC CENTRAL STORE.....	-----	----- R	----- D	-----	-----	-----
SUB-TOTALS 90-0044-5 ACCT.	1,236,890.57	32,661,744.48	32,485,723.72	1,412,911.33	21,316,678.00	22,729,589.33
50 PAYROLL FUND.....	14,172.48	5,705,216.22 R	5,489,421.86 D	229,966.84	150,000.00	379,966.84
FO FEES OF OFFICE.....	253,837.56	1,126,798.95 R	1,104,451.36 D	276,185.15	-----	276,185.15
40 EMPLOYEES BENEFIT.....	50,938.93	1,005,906.85 I 107,172.57 R	448,625.80 I 628,659.62 D	86,732.93	350,000.00	436,732.93
SUB-TOTALS.....	1,555,839.54	40,606,839.07 R	40,156,882.36 D	2,005,796.25	21,816,678.00	23,822,474.25
TC TAX COLLECTOR '85.....	16,227.33	8,150.84 R	16,435.54 D	7,942.63	-----	7,942.63
HY HIGHWAY REGULAR '86.....	159.83	.52 R	2.12 D	158.23	-----	158.23
HR HIGHWAY REFUND '86.....	1,674.21	7,643.41 R	6,824.13 D	2,493.49	-----	2,493.49
BR BEER & LIQUOR.....	19,879.23	30,047.15 R	37,020.28 D	12,906.10	-----	12,906.10
TX TAX '86.....	710,272.06	330,049.47 R	1,016,844.45 D	23,477.08	-----	23,477.08
HW HIGHWAY REGULAR '87.....	802,690.80	3,610,991.21 R	3,631,669.79 D	782,012.22	-----	782,012.22
TA TAX ASSESSOR '87.....	-----	600,544.00 I 1,096,637.77 R	600,000.00 I 338,351.60 D	758,830.17	-----	758,830.17
		R	D			
		R	D			
GRAND TOTALS.....	3,106,743.00	46,290,903.44	45,804,030.27	3,593,616.17	21,816,678.00	25,410,294.17

AS PER ORIGINAL

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 2nd day of NOVEMBER 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 2nd day of NOVEMBER A. D. 19 87.

COUNTY JUDGE

Johnnie Pustka

COMMISSIONER PCT. #1

COMMISSIONER PCT. #2

Alton B. Pressley

COMMISSIONER PCT. #3

COMMISSIONER PCT. #4

AS PER ORIGINAL

6. PRESENTATION OF CERTIFICATE OF MERIT, A NATIONAL AWARD, BY THE AMERICAN RED CROSS TO COUNTY EMPLOYEE NORMAN WILLIAMSON, AND EDDIE KUTACH:

Sandra Startz and other representatives of the American Red Cross presented Certificate of Merit, a national award to Norman Williamson & Eddie Kutach for saving a life.

7. CONSIDER APPROVAL OF COOPERATION AGREEMENT WITH HARRIS COUNTY ALLOWING THE CITY OF STAFFORD TO PARTICIPATE IN THE HARRIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR 1988-1990:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve Cooperation Agreement with Harris County allowing the City of Stafford to participate in the Harris County Community Development Block Grant Program for 1988-1990. (Recorded in minutes in full)

8. SHERIFF GUS GEORGE, RE: (1) ACCEPT DONATION OF 6 TWO-WAY RADIOS VALUED AT $30 EACH; (2) ACCEPT CHECK FOR $131.25 FROM STATE COMPTROLLER AS REFUND ON COMMODITY ASSESSMENT FEE FOR THE JAIL & REBUDGET; (3) ACCEPT LIVESTOCK & REBUDGET; (4) AUTHORIZE PAYMENT OF $10 TO DEP. R. STASNEY AS REIMBURSEMENT FOR IMPOUNDED LIVESTOCK EXPENSES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve all of the above as presented. (Recorded in minutes in full)

9. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: (1) APPROVE CANCELLATION OF DEALER BOND FOR ASHCRAFT LINCOLN-MERCURY; (2) APPROVE DEALER BONDS IN THE AMOUNT OF $40,000 FOR RANDALL'S SUPERMARKETS; (3) ACCEPT & REBUDGET CHECK IN THE AMOUNT OF $360.48 FROM MOORE BUSINESS; (4) APPROVE DEALER BOND IN THE AMOUNT OF $25,000 FOR JAMES A. GLOWNEY OF BILL HEARD CHEVROLET INC.:

Approve cancellation of dealer bond for Ashcraft Lincoln-Mercury:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve cancellation of dealer bond for Ashcraft Lincoln-Mercury. (Recorded in minutes in full)

Approve dealer bonds in the amount of $40,000 for Randall's Supermarkets:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve dealer bonds in the amount of $40,000 for Randall's Supermarkets. (Recorded in minutes in full)

Accept & rebudget check in the amount of $360.48 from Moore Business:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept & rebudget check in the amount of $360.48 from Moore Business. (Recorded in minutes in full)

Approve dealer bond in the amount of $25,000 for James A. Glowney of Bill Heard Chevrolet Inc.:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve dealer bond in the amount of $25,000 for James A. Glowney of Bill Heard Chevrolet Inc. (Recorded in minutes in full)

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Hold for original w/ signatures

AS PER ORIGINAL

A G R E E M E N T

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Agreement, made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas, _____, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City," and _____County, a body corporate and politic under the laws of the State of Texas, hereinafter sometimes referred to as the "Adjacent County,"

W I T N E S S E T H:

WHEREAS, the City has elected to have its population included as a portion of that population of the County in the County's "urban county" application to the U.S. Department of Housing and Urban Development for the fourteenth, fifteenth, and sixteen years funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application;" and

WHEREAS, the City's area and population are within the boundaries of Harris County and the Adjacent County; and

WHEREAS, the County is willing to include all of the City's population in the Grant Application and to cooperate with the City in the implementation of the City's Community Development Program; and

WHEREAS, the Adjacent County desires that that portion of the City's population and area located within the boundaries of Adjacent County be included in the Grant Application; and

WHEREAS, the Texas Legislature has enacted the "Texas Community Development Act of 1975," codified at Art. 1269L-4, Tex.Rev.Civ.Stats., which provides, in part, for the authorization of cities to implement a community development program; and

WHEREAS, the Texas legislature has further enacted "The Interlocal Cooperation Act," codified at Art. 4413 (32c), Tex.Rev.Civ.Stats., which provides, in part, that the County may contract with the City to perform governmental functions and services for the City;

AS PER ORIGINAL

WHEREAS, the Congress of the United States of America has enacted the Housing and Community Development Amendments of 1979, Pub. L. No. 96-153, which authorizes at 42 U.S.C.A. §5306(b)(5), Harris County to include in the Grant Application that portion of the City located within the boundaries of the Adjacent County;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County, and the City, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

I.

The City and the Adjacent County agree to allow Harris County to include the City's population and area with that of Harris County in the Grant Application, and Harris County agrees to include the same in the Grant Application. Unless otherwise specifically stated herein, said population and area as used in this agreement includes, but is not limited to, that portion of the same which is located within the boundaries of the Adjacent County. The City and the Adjacent County further agree not to include, or permit the inclusion of, in any other application for a grant for a community development program pursuant to the Housing and Community Development Act of 1974, as amended, that portion of the City's population and area located solely within the boundaries of the Adjacent County.

II.

The City and the Adjacent County agree to allow the U.S. Department of Housing and Urban Development to use the City's population and other necessary demographic characteristics in the determination of whether the County will qualify as an "urban county" as defined in the Housing and Community Development Act of 1974, as amended, and the rules and regulations promulgated pursuant thereto.

III.

The County and the City agree to cooperate in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing.

IV.

The City and the Adjacent County acknowledge that they are aware that the Grant Application has not yet been completed or submitted to the U. S. Department of Housing and Urban Development and that no determination has been made at the time of execution of this agreement as to where and for what purposes the fourteenth, fifteenth and sixteenth years funding, if any, for the Community

AS PER ORIGINAL

Development Block Grant Program will be sought or expended. In this regard it is agreed that Harris County shall not be obligated to seek funds for expenditure in the City or for assistance to residents of the City in the Grant Application. If such funds for expenditure in the City or for assistance to its residents are awarded as a result of the Grant Application, the County may, in its sole discretion, override such distribution of the award and spend such funds elsewhere and/or for other purposes when necessary or desirable in order to achieve compliance with Title I of the Housing and Community Development Act of 1974, as amended, and all appropriate implementing regulations applicable thereto. The City and the Adjacent County have received no assurance, written or oral, from the County to the contrary, and is aware that the execution of this contract does not constitute any guarantee on the part of the County that funds received pursuant to the Grant Application, if any, will be expended for projects within the City limits of the City or for assistance to the residents of the City.

V.

This agreement shall remain in full force and effect for the entire fourteenth, fifteenth, and sixteenth years funding period covered by the Grant Application (July 1, 1988 through June 30, 1991), and for such additional time as may be required for the expenditure of funds granted to the County for such period. The City and the Adjacent County acknowledge that they have been advised and are aware that federal regulations applicable to the Grant Application do not permit the County to allow the City and the Adjacent County to withdraw from this agreement or otherwise terminate the term of this agreement at any time after November 9, 1987.

VI.

In the performance of this Agreement, County and all cooperating units of general local government executing this Agreement agree to take all actions necessary to assure compliance with County's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.

VII.

The City agrees to inform Harris County of any income generated by the expenditure of Community Development Block Grant (CDBG) funds received by the City and that any such income shall be paid to Harris County. Harris County may, in its sole discretion, allow the City to retain program income provided that any and all

such income may only be used for eligible activities in accordance with all Community Development Block Grant requirements as may then apply. The City understands that Harris County has the responsibility for monitoring income and reporting to HUD on the use of any such program income, and the City, therefore, agrees to meet such recordkeeping and reporting requirements as may be required by the County for this purpose. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status will be paid to Harris County.

VIII.

The City agrees and understands that the following terms and conditions will apply with regard to real property acquired or improved in whole or in part using CDBG funds that is within the control of the City during the term of this Agreement.

a) The City shall timely notify Harris County of any modification or change in the use of property from that planned at the time of acquisition or improvement, including disposition;

b) The City shall reimburse Harris County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations.

IX.

The City agrees that program income generated from the disposition or transfer of real property prior to or subsequent to the grant close-out, change of status, or termination of this Agreement shall be treated according to § 570.512(e) of the Code of Federal Regulations.

X.

Should the U. S. Department of Housing and Urban Development reject or refuse to accept this agreement for any reason, the County may terminate this agreement by giving written notice of the same to the City.

XI.

The County and all cooperating units of general local government executing this agreement agree that the County has authority to carry out activities which will be funded from annual

AS PER ORIGINAL

CD Block Grants from Federal Fiscal Years 1988, 1989 and 1990 appropriations and from any program income generated from the expenditure of such funds.

XII.

This agreement shall be of no force and effect unless and until it is executed by both parties hereto and certified by counsel for all parties hereto on the forms set forth below.

IN TESTIMONY WHEREOF, this instrument has been executed in triplicate originals, each to have the force and effect of an original as follows:

IN WITNESS WHEREOF this instrument in duplicate originals, has been executed by the parties hereto as follows:

a. It has been executed on behalf of Harris County on the _____ day of _____, 1987, by the County Judge of Harris County and attested by the County Clerk of Harris County pursuant to an order of the Commissioners Court of Harris County authorizing such execution;

b. It has been executed on behalf of the city on the _____ day of _____, 1987, by its Mayor and attested by its City Secretary, pursuant to ordinance of the City Council of the City authorizing such execution.

c. It has been executed on behalf of the Adjacent County on the _____ day of _____, 1987, by the County Judge of said County and attested by the County Clerk of said County pursuant to an order of the Commissioners Court of said County authorizing such execution.

ATTEST:

ANITA RODEHEAVER, County Clerk

By _____
KEVIN MAUZY, Deputy County Clerk

HARRIS COUNTY

_____
JON LINDSAY, County Judge

ATTEST:

By Mary Burger
City Secretary

CITY

Mayor

AS PER ORIGINAL

ATTEST:

By Diane Wilson
County Clerk

ADJACENT COUNTY

By Judge E. Stavinoha
County Judge

CERTIFICATE OF CITY ATTORNEY

I have examined the foregoing Agreement, and as City Attorney of the City named therein, I certify that the terms and provisions of this Agreement are fully authorized under state and local law applicable to the City (including but not limited to the City's Charter and Ordinances).

10/22/87
Date

John F. Olson
City Attorney

CERTIFICATE OF ATTORNEY FOR ADJACENT COUNTY

I have examined the foregoing Agreement, and as Attorney for the Fort Bend County named therein, I certify that the terms and provisions of the Agreement are fully authorized under State and local law applicable to the said County.

November 2, 1987
Date

Larry D. Wagenhauser
Attorney for Adjacent County

CERTIFICATE OF COUNTY ATTORNEY, HARRIS COUNTY, TEXAS

I have examined the foregoing Agreement, and as statutory civil counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under state and local law, and that this agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing. To the

AS PER ORIGINAL

extent that this certificate relates the state and local law applicable to the City (including but not limited to the City's Charter and Ordinances), and the Adjacent County, this certificate is given in total reliance upon the foregoing Certificate of City Attorney and the undersigned disclaims any responsibility or liability for the City Attorney's and the Adjacent County Attorney's and the errors or omissions, if any, in making such certificate.

MIKE DRISCOLL
County Attorney

_____
Date

By _____
JAMES M. ANDERSEN
Assistant County Attorney

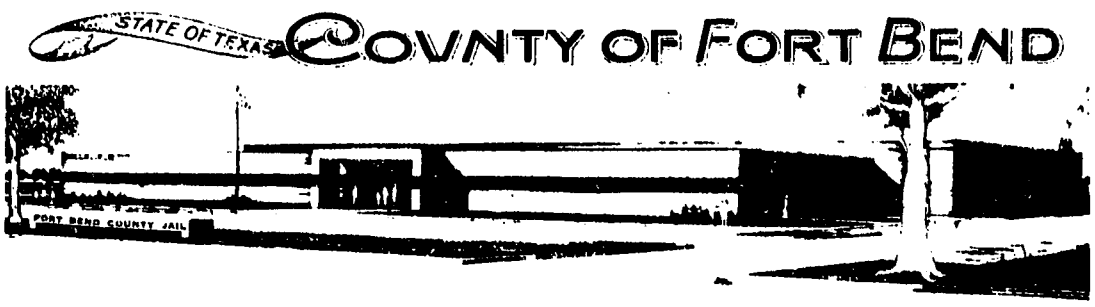
O R D E R

AS PER ORIGINAL

THE STATE OF TEXAS (
)
COUNTY OF HARRIS (

On this the _____ day of _____, 1987, the Commissioners Court, sitting as the governing body of Harris County, Texas, at a regular meeting, upon motion of Commissioner _____, seconded by Commissioner _____, duly put and carried,

IT IS ORDERED that the County Judge Jon Lindsay be, and he is hereby, authorized to execute, and Anita Rodeheaver, County Clerk, is hereby authorized to attest, for and on behalf of Harris County, an Agreement between Harris County, _____, and _____, for the purpose of cooperating in the County's Community Block Grant Application for the fourteenth, fifteenth and sixteenth years funding, which Agreement is hereby referred to and made a part hereof for all purposes as though fully set out herein.



AS PER ORIGINAL

713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

October 20, 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, October 26, 1987.

Accept six (6) Maxon Model 49-SA Compact FM Two-Way Radios with Hands Free Communicator Head Set and Belt Attachment donated to the Fort Bend County Sheriff Department by Mr. Jack Mohlo, valued at $30.00 each.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Mrs. Joyce Tompkins, County Auditor
Mr. John Hammett, County Purchasing Agent

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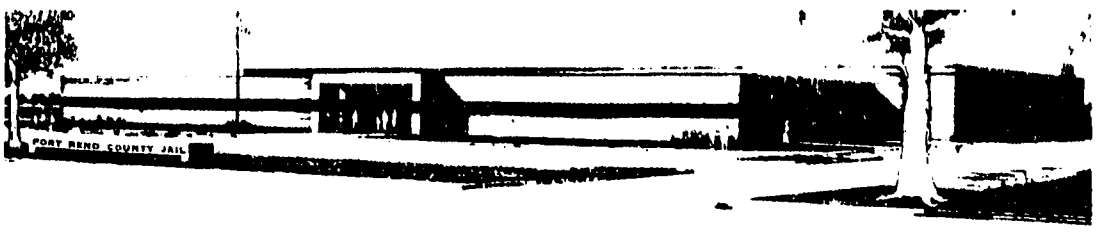
AS PER ORIGINAL

STATE OF TEXAS COUNTY OF FORT BEND



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

October 22, 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, November 2, 1987.

Accept check in the amount of $131.25 from the State Comptroller of Public Accounts as a refund on the commodity assessment fee for the Fort Bend County Jail and rebudget into the Fort Bend County Sheriff Department Budget under line item number 10 50 0027 4010.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor

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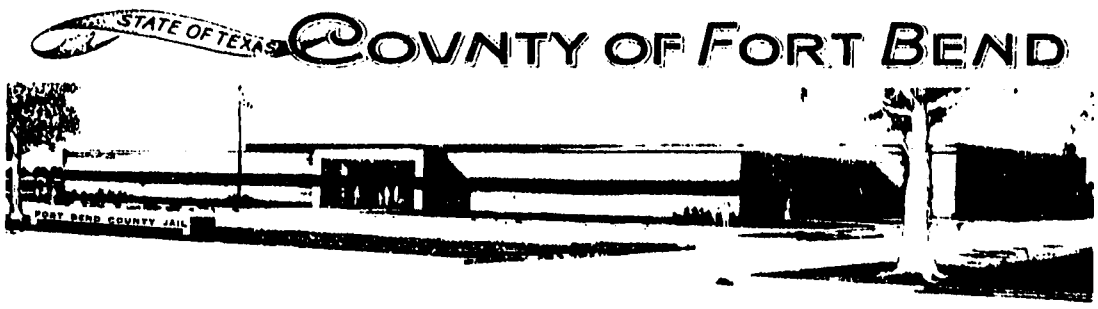
AS PER ORIGINAL



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

October 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:

We request the following item be included on the Commissioners' Court Agenda for Monday, November 2, 1987.

1) Accept check in the amount of $47.50 from Bobby Schlitzkus as payment for impounded livestock and rebudget into the General Fund.

2) Authorize payment of $10.00 to Deputy Ronald Stasney as reimbursement for feeding and care of impounded livestock.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Mrs. Joyce Tompkins, County Auditor
Mrs. Kathy Hynson, County Treasurer

MEMORANDUM

AS PER ORIGINAL

October 20, 1987

TO: County Judge Jodie Stavinoha
FROM: Tax Assessor-Collector Marsha P. Gaines
RE: Agenda Item

Please place the following items on the agenda for the October 26, 1987 session of Commissioner's Court:

1. Cancellation of John Deere Insurance Company bond number BN-46593 - Texas motor vehicle sales tax bond in the amount of $20,000.00.

This bond covered the participation of Ashcraft Lincoln-Mercury, Inc. in the Dealer Program of the Fort Bend County Tax Office.

All supplies and monies have been surrendered by Mr. Temple Ashcraft and audited by the Tax Office, no monies or supplies are outstanding.

2. Approval of National Surety Corporation Bond Numbers SAA86711342 and SAA86711343 - each in the amount of $20,000.00, showing Kenneth A. Branch of Randall's Food Markets, Inc. as the principal.

Randall's Food Markets, Inc. sells registration renewals at it's three locations in Fort Bend County:

Missouri City:	1603 Cartwright Road
Sugar Land :	3346 Highway 6
Rosenberg :	5101 Avenue H

The two bonds, covering $40,000.00 will cover the following supplies for all stores:

Twelve sticker books of 50 validation stickers each @ $3,000.00	$36,000.00
County Road & Bridge Fund fee for 600 vehicles	3,000.00

cc: Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry D. Wagenbach

enclosures

00049
0034

SEP 8 1987

JOHN DEERE INSURANCE COMPANY

34TH AVE. & 80TH ST, MOLINE, IL 61265 TOLL FREE 800/447-0633 IL 800/322-0677

1837-1987 150 JOHN DEERE

AS PER ORIGINAL

4 September 1987

Fort Bend County Tax Assessor
and Collector
P.O. Box 399
Richmond, TX 77469

NOTICE OF CANCELLATION

RE: Temple-Ashcraft/Ashcraft Lincoln-Mercury, Inc.
Rosenberg, TX
Bond No. BN-36593 - TX Motor Vehicle Sales Tax Bond ($20,000.00)

Gentlemen:

Notice is hereby given that the above bond, effective from 15 June 1987 to Until Cancelled, covering the above Principal has been cancelled as of 9 October 1987 .

Very truly yours,

Martha A. Larson

Martha A. Larson
Attorney-in-fact

/mal

cc: Principal
Rep # 67

JOHN DEERE INSURANCE

AFFILIATED COMPANIES:
JOHN DEERE INSURANCE COMPANY OF CANADA
JOHN DEERE LIFE INSURANCE COMPANY
ROCK RIVER INSURANCE COMPANY
SIERRA GENERAL LIFE INSURANCE COMPANY
TAHOE INSURANCE COMPANY

00050
0034

JOHN DEERE INSURANCE COMPANY

AS PER ORIGINAL

SURETY BOND

Bond Number ▶ BN-36593

Date Issued: 15 June 1987

Principal's Name and Address . . . ▶ Temple-Ashcraft/Ashcraft Lincoln-Mercury, Inc.
P.O. Box 1068
Rosenberg, TX 77471

POWER OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS, That JOHN DEERE INSURANCE COMPANY, an Illinois Corporation, does hereby make constitute and appoint Robert E. Nixon, Laurin B. Griggs, Edward A. Stori, Howard J. Payne and Martha A. Larson each, its true and lawful Agent(s) and Attorney(s)-in-Fact, with full power and authority conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, any and all bonds or obligations.

IN WITNESS WHEREOF, said JOHN DEERE INSURANCE COMPANY has caused these presents to be executed by its President and its Secretary with its corporate seal affixed this 12th day of March, 19 85.

JOHN DEERE INSURANCE COMPANY CORPORATE SEAL ILLINOIS

JOHN DEERE INSURANCE COMPANY

By Robert E. Nixon
Robert E. Nixon, President

By Laurin B. Griggs
Laurin B. Griggs, Secretary

State of Illinois)
County of Rock Island)

I, Mary S. Larson, Notary Public do hereby certify that Robert E. Nixon, President of JOHN DEERE INSURANCE COMPANY, and Laurin B. Griggs, Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as the free and voluntary act of said JOHN DEERE INSURANCE COMPANY, and as their own free and voluntary acts as such President and as such Secretary, for the use and purpose therein set forth.

Given under my hand and official seal, this 15th day of June, 19 87.

MARY S. LARSON NOTARY PUBLIC ROCK ISLAND, ILL.

Mary S. Larson
Notary Public
My commission expires September 24, 1989

FORM 14000 (10/85)

I, the undersigned, Secretary of JOHN DEERE INSURANCE COMPANY, hereby certify that the following is a true and exact copy of two resolutions passed by the Board of Directors of JOHN DEERE INSURANCE COMPANY at meetings held by the Board of said Company, a quorum being present and voting, on the dates specified below, which resolutions are still in effect:

RESOLVED, that the President or Vice President in conjunction with any Secretary or Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be as binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company in their own proper persons (adopted September 11, 1969).

AS PER ORIGINAL

RESOLVED, that the signature of any Officer authorized by the Bylaws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal when so used hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed (adopted April 29, 1971).

I further certify that the foregoing Power of Attorney is a correct and a true copy of the original Power of Attorney and that said Power of Attorney has not been revoked.

I further certify that said JOHN DEERE INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States.

Given under my hand and seal at Moline, Illinois, this 15th day of June, 1987.

JOHN DEERE INSURANCE COMPANY
CORPORATE
SEAL
ILLINOIS

Laurin B Briggs
Secretary

Bond No. BN-36593

00052
0034

STATE OF TEXAS

COUNTY OF FORT BEND

AS PER ORIGINAL

KNOW ALL MEN BY THESE PRESENTS: That Temple-Ashcraft/Ashcraft Lincoln-Mercury, Inc. (hereinafter call the PRINCIPAL), and John Deere Insurance Company a corporation created and existing under the laws of the State of TEXAS, and whose principal office is located in Moline, IL (hereinafter called the SURETY), are held and firmly bound unto the *TAX ASSESSOR AND COLLECTOR, FORT BEND COUNTY, TEXAS (hereinafter called the OBLIGEE), in the full and just sum of TWENTY THOUSAND AND NO/100 ($20,000.00) Dollars, 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, and 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 posession 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 herin.

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 effect during the term of this bond.

This bond shall become effective on June 15 19 87, and shall remain in full force and effect until June 15 19 88, except that the Surety may cancel this bond by giving thirty (30) days written notice addressed to Fort Bend County Tax Assessor and Collector, P O Box 399, Richmond, Tx 77469, the Surety, however, remaining liable for any defaults under this bond committed prior to the expiration of such thirty-day period.

SIGNED, SEALED AND DATED this 15th day of June, 19 87.

ATTEST:

Temple-Ashcraft/Ashcraft Lincoln-Mercury, Inc.
Principal

By: [signature]

By: [signature]
Attorney-In-Fact

* Tax Assessor and Collector, Fort Bend County, TX and/or County Judge.

00053
0034

Dealer Bond
BOND NO. SAA86711342

AS PER ORIGINAL

STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: That KENNETH A. BRANCH (hereinafter call the PRINCIPAL), and NATIONAL SURETY CORPORATION a corporation created and existing under the laws of the State of TEXAS, and whose principal office is located in CHICAGO, IL (hereinafter called the SURETY), are held and firmly bound unto the TAX ASSESSOR AND COLLECTOR, FORT BEND COUNTY, TEXAS (hereinafter called the OBLIGEE), in the full and just sum of TWENTY THOUSAND AND NO/100-- ($20,000.00) Dollars, 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, and 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 posession 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 herin.

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 effect during the term of this bond.

This bond shall become effective on SEPTEMBER 21 19 87, and shall remain in full force and effect until SEPTEMBER 21 19 88, except that the Surety may cancel this bond by giving thirty (30) days written notice addressed to Fort Bend County Tax Assessor and Collector, P O Box 399, Richmond, Tx 77469, the Surety, however, remaining liable for any defaults under this bond committed prior to the expiration of such thirty-day period.

SIGNED, SEALED AND DATED this 13TH day of AUGUST, 19 87.

ATTEST:

KENNETH A. BRANCH
Principal

By: Kenneth A. Branch

NATIONAL SURETY CORPORATION

By: Janice G. Correy
Attorney-In-Fact
JANICE G. CORREY

Pamela J. Foster

AS PER ORIGINAL

I, Kathy N. Black Assessor-Collector of Taxes of the County of Ft.Bend State of Texas, having full confidence in _____ of said County and State, do hereby, with the consent of the Commissioners' Court of Ft.Bend County, Texas, nominate and appoint h_____, the said _____ 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 Deputy Assessor-Collector of Taxes, 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_____ day of_____, 19_____.

_____

Assessor-Collector of Taxes
FORT BEND COUNTY Texas

THE STATE OF TEXAS)
)
FORT BEND COUNTY) Before me, the undersigned

authority, in and for FORT BEND COUNTY Texas, on this day personally appeared Kathy N. Black Assessor-Collector of Taxes 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 considerations therein expressed.

Given under my hand and seal of office at Richmond Texas.

this_____ day of_____, 19_____.

_____

County Clerk-Notary Public
FORT BEND COUNTY Texas.

OATH OF OFFICE

I,_____ do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Deputy Assessor-Collector of Taxes 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 giving or withholding a vote at the election at which I was elected.* So help me God.

_____

Subscribed and sworn to before me, this_____ day of

_____, 19_____.

_____

COUNTY CLERK-Notary Public
FORT BEND COUNTY Texas

* NOTE: It is understood that in taking the official oath of officers in appointive positions, this phrase implies "appointment" rather than "election."

00055

0034

GENERAL POWER OF ATTORNEY

NATIONAL SURETY CORPORATION

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

H. A. GIBSON, JOE BRUCE, W. LAWRENCE BROWN, JANICE G. CORREY, DOROTHY VALEK, WILLIAM D. BALDWIN, KATHLEEN DAY, L. RAY PITTS, JR. and PAMELIA LANGLEY

DALLAS, TX jointly or severally

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 ----------

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.

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 15th day of June, 19 87.

NATIONAL SURETY CORPORATION

By Richard Williams
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN } ss.

On this 15th day of June, 19 87, 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 13TH day of AUGUST, 19 87.

Loretta E Anetsy
Resident Assistant Secretary

360711-NS-5-81

00056

0034

Dealer Bond

BOND NO. SAA86711343

AS PER ORIGINAL

STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: That KENNETH A. BRANCH (hereinafter call the PRINCIPAL), and NATIONAL SURETY CORPORATION a corporation created and existing under the laws of the State of TEXAS, and whose principal office is located in CHICAGO, IL (hereinafter called the SURETY), are held and firmly bound unto the TAX ASSESSOR AND COLLECTOR, FORT BEND COUNTY, TEXAS (hereinafter called the OBLIGEE), in the full and just sum of TWENTY THOUSAND AND NO/100--- ($20,000.00) Dollars, 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, and 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 posession 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 herin.

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 effect during the term of this bond.

This bond shall become effective on SEPTEMBER 21, 1987 19 87, and shall remain in full force and effect until SEPTEMBER 21 19 88, except that the Surety may cancel this bond by giving thirty (30) days written notice addressed to Fort Bend County Tax Assessor and Collector, P O Box 399, Richmond, Tx 77469, the Surety, however, remaining liable for any defaults under this bond committed prior to the expiration of such thirty-day period.

SIGNED, SEALED AND DATED this 13TH day of AUGUST, 19 87.

ATTEST:

KENNETH A. BRANCH
Principal

By: Kenneth A. Branch

NATIONAL SURETY CORPORATION

By: Janice G. Correy
Attorney-In-Fact
JANICE G. CORREY

Tamella J. Foster

County of Fort Bend / I, Kathy N. Black Assessor-

00057
0034

Collector of Taxes of the County of Ft.Bend State of Texas, having full confidence in _____ of said County and State, do hereby, with the consent of the Commissioners' Court of Ft.Bend County, Texas, nominate and appoint h_____, the said _____ 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 Deputy Assessor-Collector of Taxes, of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

AS PER ORIGINAL

Witness my hand, this_____ day of_____, 19_____.

_____

Assessor-Collector of Taxes
FORT BEND COUNTY Texas

THE STATE OF TEXAS)
)
FORT BEND COUNTY) Before me, the undersigned

authority, in and for FORT BEND COUNTY Texas, on this day personally appeared Kathy N. Black Assessor-Collector of Taxes 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 considerations therein expressed.

Given under my hand and seal of office at Richmond Texas.

this_____ day of_____, 19_____.

_____

County Clerk-Notary Public
FORT BEND COUNTY Texas.

OATH OF OFFICE

I,_____ do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Deputy Assessor-Collector of Taxes 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 giving or withholding a vote at the election at which I was elected.* So help me God.

_____

Subscribed and sworn to before me, this_____ day of

_____, 19_____.

_____

COUNTY CLERK-Notary Public
FORT BEND COUNTY Texas

* NOTE: It is understood that in taking the official oath of officers in appointive positions, this phrase implies "appointment" rather than "election."

00058
0034

GENERAL POWER OF ATTORNEY

NATIONAL SURETY CORPORATION

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

H. A. GIBSON, JOE BRUCE, W. LAWRENCE BROWN, JANICE G. CORREY, DOROTHY VALEK, WILLIAM D. BALDWIN, KATHLEEN DAY, L. RAY PITTS, JR. and PAMELIA LANGLEY

DALLAS, TX jointly or severally

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 ----------

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.

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 15th day of June, 19 87.

NATIONAL SURETY CORPORATION

By Richard Williams
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN } ss.

On this 15th day of June, 19 87, 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 13TH day of AUGUST, 19 87.

Loretta E Anstey
Resident Assistant Secretary

00059

0034

CHANGE OF NAME RIDER

AS PER ORIGINAL

To be attached to and form a part of MOTOR VEHICLE LICENSE DEALER Bond, Bond No. SAA86711342, dated the 21ST day of SEPTEMBER, 1987, issued by NATIONAL SURETY CORPORATION on behalf of KENNETH A. BRANCH, in favor of TAX ASSESSOR AND COLLECTOR, FORT BEND COUNTY, TEXAS, in the sum of TWENTY THOUSAND AND NO/100----------Dollars, ($ 20,000.00).

It is hereby understood and agreed that effective from the 21ST day of SEPTEMBER, 1987, the name of TAX ASSESSOR AND COLLECTOR, FORT BEND COUNTY, TEXAS is hereby changed to FORT BEND COUNTY TAX ASSESSOR-COLLECTOR AND/OR COUNTY JUDGE.

All other terms and conditions of this Bond are to remain the same.

This Rider shall become effective as of SEPTEMBER 21, 1987.

Signed, sealed and dated this 21ST day of SEPTEMBER, 1987.

PRINCIPAL:

KENNETH A. BRANCH

BY: Kenneth A. Branch

SURETY

NATIONAL SURETY CORPORATION

BY: Janice G. Correy

JANICE G. CORREY
ATTORNEY-IN-FACT

00060

0034

NERAL
WER OF
TORNEY

NATIONAL SURETY CORPORATION

OW ALL MEN BY THESE PRESENTS: That NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of 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, stitute and appoint

H. A. GIBSON, JOE BRUCE, W. LAWRENCE BROWN, JANICE G. CORREY, DOROTHY VALEK, WILLIAM D. BALDWIN, KATHLEEN DAY, L. RAY PITTS, JR. and PAMELIA LANGLEY

LLAS, TX jointly or severally

AS PER ORIGINAL

rue and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and ver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof ----------

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 rporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

s power of attorney is granted pursuant to Article VIII, Section 29 and 30 of By-laws of NATIONAL SURETY CORPORATION now in full force effect.

rticle VIII, *Appointment and Authority Assistant secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.*

ection 29. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of rectors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries d 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 half of the Corporation.

ection 30. *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument dencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by y person empowered to make such appointment."

is power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL URETY CORPORATION at a meeting duly called and held on the 7th day of September, 1972, and said Resolution has not been amended or pealed:

RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this rporation 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 csimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be lid and binding upon the Corporation."

WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice-President.

d its corporate seal to be hereunto affixed this 15th day of June, 19 87.

NATIONAL SURETY CORPORATION

By Richard Williams
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN } ss.

n this 15th day of June, 19 87, before me personally came Richard Williams, o me known, who, being by me duly sworn, did depose and say: that he is Vice-President of NATIONAL SURETY CORPORATION, the Corporation escribed 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 orporate 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.

N 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 21ST day of SEPTEMBER, 1987.

Loretta E Anstey
Resident Assistant Secretary

00711-NS-5-81

CHANGE OF NAME RIDER

AS PER ORIGINAL

To be-attached to and form a part of MOTOR VEHICLE LICENSE DEALER Bond, Bond No. SAA86711342, dated the 21ST day of SEPTEMBER, 1987, issued by NATIONAL SURETY CORPORATION on behalf of KENNETH A. BRANCH, in favor of TAX ASSESSOR AND COLLECTOR, FORT BEND COUNTY, TEXAS, in the sum of TWENTY THOUSAND AND NO/100----------Dollars, ($ 20,000.00).

It is hereby understood and agreed that effective from the 21ST day of SEPTEMBER, 1987, the name of TAX ASSESSOR AND COLLECTOR, FORT BEND COUNTY, TEXAS is hereby changed to FORT BEND COUNTY TAX ASSESSOR-COLLECTOR AND/OR COUNTY JUDGE.

All other terms and conditions of this Bond are to remain the same.

This Rider shall become effective as of SEPTEMBER 21, 1987.

Signed, sealed and dated this 21ST day of SEPTEMBER, 1987.

PRINCIPAL:

KENNETH A. BRANCH

BY: Kenneth A. Branch

SURETY

NATIONAL SURETY CORPORATION

BY: Janice G. Correy
JANICE G. CORREY
ATTORNEY-IN-FACT

RAL
R OF
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NATIONAL SURETY CORPORATION

ALL MEN BY THESE PRESENTS: That NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of te of Illinois, and having its Home Office in the City of Chicago, Illinois, has made, constituted and appointed, and does by these presents make, ute and appoint

H. A. GIBSON, JOE BRUCE, W. LAWRENCE BROWN, JANICE G. CORREY, DOROTHY VALEK, WILLIAM D. BALDWIN, KATHLEEN DAY, L. RAY PITTS, JR. and PAMELIA LANGLEY

AS, TX Jointly or severally

AS PER ORIGINAL

and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and any and all bonds, undertakings, recognizances or other written obligations in the nature thereof ----------

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 ration and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

ower of attorney is granted pursuant to Article VIII, Section 29 and 30 of By-laws of NATIONAL SURETY CORPORATION now in full force fect.

cle VIII, *Appointment and Authority Assistant secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.*

ion 29, *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of ors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries ttorneys-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 of the Corporation.

ion 30, *Authority.* The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument cing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by rson empowered to make such appointment."

power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of NATIONAL ETY CORPORATION at a meeting duly called and held on the 7th day of September, 1972, and said Resolution has not been amended or led:

SOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this oration 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 mile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be and binding upon the Corporation."

ITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice-President,

s corporate seal to be hereunto affixed this 15th day of June, 19 87.

NATIONAL SURETY CORPORATION

By Richard Williams
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN } ss.

his 15th day of June, 19 87, before me personally came Richard Williams, e known, who, being by me duly sworn, did depose and say: that he is Vice-President of NATIONAL SURETY CORPORATION, the Corporation ribed 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 orate 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.

ITNESS 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.

he undersigned, Resident Assistant Secretary of NATIONAL SURETY CORPORATION, an ILLINOIS Corporation, DO HEREBY CERTIFY that foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 29 d 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.

gned and sealed at the County of Marin. Dated the 21ST day of SEPTEMBER, 19 87.

Loretta E. Anstey
Resident Assistant Secretary

711-NS-5-81

CHANGE OF NAME RIDER

AS PER ORIGINAL

To be attached to and form a part of MOTOR VEHICLE LICENSE DEALER Bond, Bond No. SAA86711343, dated the 21ST day of SEPTEMBER, 1987, issued by NATIONAL SURETY CORPORATION on behalf of KENNETH A. BRANCH, in favor of TAX ASSESSOR AND COLLECTOR, FORT BEND COUNTY, TEXAS, in the sum of TWENTY THOUSAND AND NO/100----------Dollars, ($ 20,000.00).

It is hereby understood and agreed that effective from the 21ST day of SEPTEMBER, 1987, the name of TAX ASSESSOR AND COLLECTOR, FORT BEND COUNTY, TEXAS is hereby changed to FORT BEND COUNTY TAX ASSESSOR-COLLECTOR AND/OR COUNTY JUDGE.

All other terms and conditions of this Bond are to remain the same.

This Rider shall become effective as of SEPTEMBER 21, 1987.

Signed, sealed and dated this 21ST day of SEPTEMBER, 1987.

PRINCIPAL:

KENNETH A. BRANCH

BY: Kenneth A. Branch

SURETY

NATIONAL SURETY CORPORATION

BY: Janice G. Correy
JANICE G. CORREY
ATTORNEY-IN-FACT

CHANGE OF NAME RIDER

AS PER ORIGINAL

To be attached to and form a part of MOTOR VEHICLE LICENSE DEALER Bond, Bond No. SAA86711343, dated the 21ST day of SEPTEMBER, 1987, issued by NATIONAL SURETY CORPORATION on behalf of KENNETH A. BRANCH, in favor of TAX ASSESSOR AND COLLECTOR, FORT BEND COUNTY, TEXAS, in the sum of TWENTY THOUSAND AND NO/100----------Dollars, ($ 20,000.00).

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All other terms and conditions of this Bond are to remain the same.

This Rider shall become effective as of SEPTEMBER 21, 1987.

Signed, sealed and dated this 21ST day of SEPTEMBER, 1987.

PRINCIPAL:

KENNETH A. BRANCH

BY: Kenneth A. Branch

SURETY

NATIONAL SURETY CORPORATION

BY: Janice G. Correy
JANICE G. CORREY
ATTORNEY-IN-FACT

MEMORANDUM

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October 29, 1987

AS PER ORIGINAL

TO: County Judge Jodie Stavinoha

FROM: Tax Assessor-Collector Marsha P. Gaines

RE: Agenda Item

Please place the following item on the agenda for the November 2, 1987 session of Commissioner's Court:

1. Approval of Universal Underwriters Insurance Company Bond Number 074909 in the amount of $25,000.00, showing James A. Glowney of Bill Heard Chevrolet Inc. as the Principal.

   The bond covers the following supplies:

25	receipts for title application - sales tax	
50	license plate validation stickers	3,000.00
25	Passenger license plates	
25	Truck license plates	
25	County Road & Bridge Fund fee	125.00
	Sales tax on 25 vehicles	21,625.00

Janice Hyde, of Bill Heard Chevrolet, Inc., was the bonded Principal and is no longer with that firm. All the supplies have been returned to the Tax Office and audited. All monies and supplies are accounted for. This bond will take the place of the bond held by Janice Hyde.

cc: Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry D. Wagenbach

enclosures

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AS PER ORIGINAL

Bond No. #074909
Acct. No. 87838

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, James A. Glowney, Treasurer, 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 Gaines -or County Judge Tax Assessor/Collector his/her successors in office, in the sum of Twenty Five Thousand and 00/100 ($25,000.00) 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 28th day of October, 19 87, duly appointed to the office of License Tag Dealer 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/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 28th day of October, 19 87.

James A. Glowney
(Principal)

Treasurer
(Title)

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

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

Janne Cotton
(Witness)

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0034

AS PER ORIGINAL

CERTIFIED COPY

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.

(Seal)

UNIVERSAL UNDERWRITERS INSURANCE COMPANY

J. B. Martin

Senior Vice President

Attest:

Melvin J. Thum

Secretary

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

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 NOTARY SEAL STATE OF MISSOURI

Notary Seal

Darlene M. Freeland

Notary Public

DARLENE M FREELAND
NOTARY PUBLIC STATE OF MISSOURI
JACKSON CO.

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

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 28th day of October 1987

Universal Underwriters Insurance Company CORPORATE SEAL KANSAS CITY MISSOURI

Melvin J. Thum, Secretary

10. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: CONSIDER ENTERING INTO A CONTRACT WITH LEN RADOFF, CONSULTANT, REGARDING A BRANCH LIBRARY DEVELOPMENT STUDY:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to enter into a contract with Len Radoff, Consultant, regarding a branch library development study as presented by Roman Bohachevsky, County Librarian. Contract to be presented at a later date. (Recorded in minutes in full)

11. MR. JOHNNIE COOPER, COUNTY EXTENSION AGENT, RE: REQUEST TO ADVERTISE FOR BIDS FOR AN OFFSET PRESS FOR COUNTY EXTENSION OFFICE:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for a new or used offset press as presented by Johnnie Cooper, County Extension Agent.

12. CONSIDER AUTHORIZING $10,000 FROM PRECINCT 4 BRIDGE FUND FOR ENGINEERING COSTS FOR BRIDGE DESIGN ON HWY. 90/DITCH H:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve $10,000 from Precinct 4 Bridge Fund for engineering costs for bridge design on Hwy. 90/Ditch H and contract with Lichliter-Jameson for same.

13. CONSIDER APPROVING RESOLUTION IN SUPPORT OF TEXANS FOR TURNPIKE:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, Commissioners' Court is in support of Amendment #5 Texans for Turnpike on November 3 General Election.

14. CONSIDER BUDGET AMENDMENT FOR JUVENILE DETENTION DEPT. IN TEMPORARY HELP:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to amend Juvenile Detention Dept. budget in the amount of $5,000 as presented by Dennis McAfee, Chief Juvenile Probation Officer. Funds to come from Contingency Fund - an Emergency is declared. (Recorded in minutes in full)

15. CONSIDER AMENDING FEE SCHEDULE FOR SEPTIC TANK INSPECTIONS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to amend fee schedule to assess an additional $10.00 fee for each septic tank permit to be paid to Texas Department of Health as required by HB32. (Recorded in minutes in full)

16. 10:00 A.M.- HOLD PUBLIC HEARING TO CONSIDER THE ABANDONMENT OF TARA RD. THROUGH THE PROPOSED BENTWOOD SUB. IN PRECT. 1 & CONSIDER ACTION:

Tom Wilcox, Vice President of Newland Texas request abandonment of a portion of Tara Rd.

Chet Wyle, President of Tara Homeowners Association concur with the plan as presented. A letter from Russell Plank was read into the minutes.

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the temporary abandonment of Tara Rd. through the proposed Bentwood Subdivision in Prct. 1. (Recorded in minutes in full)

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Fort Bend County Library System

AS PER ORIGINAL

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

October 28, 1987

approved Contract to be drawn up 11/2/87

OCT 28 1987

COUNTY JA

Honorable Jodie E. Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Gentlemen:

There exists a special need for the County Library Department to have a plan for future growth. Since the opening of the George Memorial Library (and even before) there have been numerous proposals, mostly informal, regarding the future placement of branch libraries. In order to have an informed and orderly process to determine which proposals and locations to recommend as bona fide sites of branch libraries, we need a study regarding branch library placement.

I recommend that the County hire Mr. Len Radoff, Library Consultant and Chief of Branches for Houston Public Library to do such a study and to propose a plan of development of our branch library system through the year 2,000.

Mr. Radoff consulted for the County during the building of the George Memorial Library. His specialty is library buildings and facilities. His current position as Chief of Branches at Houston Public Library makes him the ideal resource person for us. He has planned the 4 Houston branch libraries closest to our county line and understands the relationships between branches, and between library systems.

His proposal to us is attached. The cost would be very reasonable (under $2,000), to be paid out of the General Fund (fees and services account). I have spoken to the one other library consultant in the Houston Metropolitan area who qualifies to be a consultant in this matter and his price to us was at least double Mr. Radoff's proposal. There are other library consulting firms in the State, and in the nation, but is is likely that their cost will also be higher and based on no better quality assessment than Mr. Radoff's. He is definitely the best choice.

I will appear before you on Monday, November 2, 1987 to discuss his proposal. If you agree with me, I will proceed with Mr. Wagenbach to draw up a contract to be considered a week or two later.

It is very important to do this study and thus to have a plan for the library's future growth. We will then have a blueprint for orderly growth and development that will result in good library services to all county residents.

Sincerely,

Roman S. Bohachevsky

Roman S. Bohachevsky

Attachment

1001 Golfview • Richmond, Texas 77469 • 713-342-4455

Len Radoff
4013 Gano
Houston, Texas 77009

October 19, 1987 AS PER ORIGINAL

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

Dear Mr. Bohachevsky:

I propose to make a study regarding the development of the branch system of the Fort Bend County Library System through the year 2000. In particular, the study will provide criteria for the selection of future sites, their size, and general location; recommendations on building size, necessary off-street parking and staffing. The study will also offer recommendations on the size of opening-day collections and their cost.

Costs of the study would be based on a rate of $300 per day and some miscellaneous charges for typing, reproduction, and travel. The study would involve six (6) days of my time distributed as follows:

1 day - visit existing branches and have discussions with city and county officials.

2 days - read, absorb and abstract information on demographics, thoroughfare development, planning studies, etc. (It is assumed that necessary studies and information will be provided to me.)

3 days - organize material and prepare the study, proofread, make corrections and revisions after typing.

I request $0.20/mile for travel. Typing expenses would be no more than $50, and reproduction costs would depend on the number of copies required by you. However, I estimate that these additional costs will run no more than $150. The total cost of the study would be just under $2,000, and the study can be completed within 120 days of my authorization to begin.

I respectfully submit the above proposal and hope that it meets with your approval.

Sincerely,

Len Radoff

Len Radoff

LR:nab

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AGENDA ITEM
#14

AS PER ORIGINAL

County Court At Law

FORT BEND COUNTY
RICHMOND, TEXAS 77469

THOMAS R. CULVER, III
JUDGE

AREA CODE 713
342-3411

October 27, 1987

Commissioners' Court
Fort Bend County

Gentlemen:

Because of the requirement during the months of January through April of this year that non-exempt county employees be paid for over-time hours worked, instead of accumulating compensatory time, the 1987 budget line item for "Temporary/ Extra Help" in the Juvenile Detention budget has been exhausted.

The Juvenile Department needs a total of $7,800.00 to finish the year and continue to provide the 24 hour staffing necessary to maintain the standards required by the Juvenile Probation Commission in Austin. Mr. McAfee can re-budget $1,500.00 from "Detention Salaries" and $1,300.00 from "Probation Fees and Services". The Juvenile Board request that you approve a budget amendment for the additional $5,000.00 to be allocated as follows:

$4,200	Detention-Temporary/Extra Help
400	Detention-Retirement
400	Detention-FICA
$5,000	Total

Under the current policy of awarding compensatory time in lieu of payment, this type of budget problem should not occur again.

AS PER ORIGINAL

Thank you for your assistance.

Very truly yours,

Thomas R. Culver III

Thomas R. Culver, III
Chairman, Fort Bend County
Juvenile Board

Approved:

Judge C. A. Dickerson
240th District Court

Judge A. Reagan Clark
268th District Court

Judge Thomas O. Stansbury
328th District Court

Judge Walter S. McMeans
County Court At Law No. 2

Judge Jodie Stavinoha
County Judge

TRC/rb
cc: Mr. Dennis A. McAfee
Chief Juvenile Probation Officer

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RECEIVED
OCT 20 1987
AS PER ORIGINAL

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Texas Department of Health

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

DIVISION OF WATER HYGIENE
1100 West 49th Street
Austin, Texas 78756-3192
(512)458-7111

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

Hermas L. Miller
Deputy Commissioner
Management and Administration

October 9, 1987

079012
Mr. Karl Baker
Fort Bend County Health Department
P. O. Box 1449
Rosenberg, Texas 77471

Dear Mr. Baker:

The second called session of the Seventieth Texas Legislature passed an act creating the On-Site Wastewater Treatment Research Council (HB32). The act was signed into law on August 3, 1987. It provides for a Council appointed by the Governor and authorizes a supporting fee.

The fee will cover administrative expenses for the Council and will finance the award of competitive grants. These grants will be awarded for applied research on treatment technologies and for projects enhancing the exchange of technical information regarding on-site wastewater treatment.

The fee is levied on each county, city, public health department and river authority which issues an on-site wastewater treatment permit. The Texas Department of Health is required to assess a $10.00 fee for each permit issued. The funds must be forwarded to the Department no later than 30 days after the inspecting-permitting entity collects the fee.

According to our records, your governmental unit is an affected entity. For your convenience, we have enclosed monthly payment cards beginning with the effective date of the legislation (November 1, 1987). Please complete the requested information on each card at the end of the 30 day period and return it, with payment, to the Department. Please send one check for the total amount due.

Thank you for your assistance in this important project. We believe the positive products of the Council and its associated activities will enhance the entire field of on-site wastewater treatment in the State.

Please contact Stephen J. Tencza P.E., Chief, Plan Review Branch, Division of Water Hygiene, should you have any questions concerning the new requirements. He may be reached at (512) 458-7293.

Sincerely,

Charles R. Maddox

Charles R. Maddox, P.E., Director
Division of Water Hygiene

EW/bal

Enclosures

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COPY

AS PER ORIGINAL

TARA HOMEOWNERS' ASSOCIATION
7322 Southwest Frwy., Suite 1600
Houston, Texas 77074
(713) 270-7834

October 1, 1987

RECEIVED
OCT 7 1987
PCT. # 1

Mr. Johnnie Pustka
Fort Bend County Commissioner
Precinct No. 1
201 Payne Lane
Crabb, Texas 77469

Dear Mr. Pustka:

The Board of Directors of the Tara Homeowners' Association understands that the Bentwood subdivision has applied to close and relocate the access road from Highway 59 to the Tara subdivision. This would mean closing what is presently known as Tara Drive and opening Bentwood Parkway, Sansbury Drive, and Tara Blvd. We understand the new access will be opened prior to the closing of the existing access.

This proposal will be benificial to the Tara homeowners as well as Fort Bend County. We are pleased to give our approval for this application for closing and relocation.

Sincerely,

Russell D. Plank

Russell D. Plank
Vice-President
Tara Homeowners' Association

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NEWLAND

Newland Texas
101 Southwestern Boulevard
Suite 103
Sugar Land, Texas 77478
Telephone 713-491-7030

AS PER ORIGINAL FILED

'87 OCT 27 P1:15

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

VIA MESSENGER

October 27, 1987

The Honorable Dianne Wilson
Fort Bend County Clerk
301 Jackson
Richmond, Texas 77469

Re: Relocation of Tara Road

Dear Ms. Wilson:

As owners and developers of the 1,350-acre tract of land which is situated between the existing Tara subdivision and Highway 59 and dissected by one of the existing roadways which serve the Tara subdivision, we have requested that a public hearing be held on November 2, 1987 for the abandonment and rededication of the existing Tara Road to a location that would better serve the Tara residents and the land plan of the proposed Bentwood Development.

The existing twenty-two foot wide asphalt road that runs from Rabbs Bayou to Highway 59, which has been in constant need of repair by Fort Bend County, will be replaced with two major thoroughfares, Bentwood Parkway and Sansbury Drive. Both will be dual twenty-four foot wide concrete boulevards in one hundred foot wide right of ways and a shorter section of Tara Road which will also be a concrete paved roadway.

In order to build the new roads, it will be necessary to close and remove the existing Tara Road so that the drainage facilities can be installed and the spoil dirt spread in the open areas. We do, however, intend to build, prior to the closing of Tara Road, a temporary road which will run from Crabb River Road to the existing Tara Road just north of the existing bridge over Rabbs Bayou. This road will be removed, once the permanent major thoroughfares are constructed and dedicated, in approximately eighteen months.

We have met with the two homeowners associations which are in the Tara subdivision and have received their support. We hope that you will feel as we and the Tara residence do that this abandonment and relocation will be a major benefit to all parties concerned.

Thank you for your time and consideration on this matter.

Respectfully,

Tom Wilcox
Vice President Operations
Bentwood

TW:pm

Enclosure

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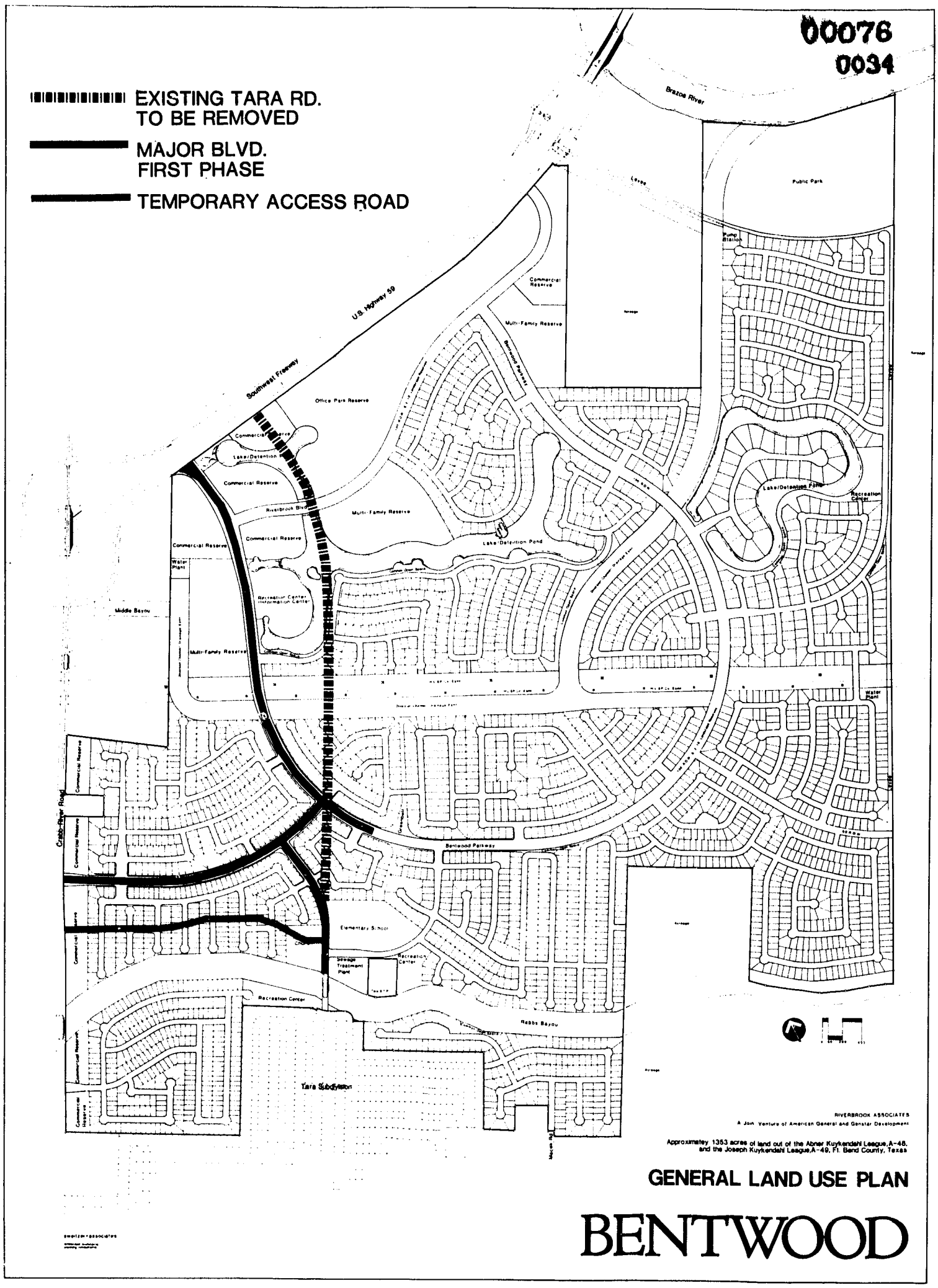
EXISTING TARA RD.
TO BE REMOVED
MAJOR BLVD.
FIRST PHASE
TEMPORARY ACCESS ROAD
Brazos River
Lake
Public Park
Pump Station
Commercial Reserve
Multi-Family Reserve
U.S. Highway 59
Southwest Freeway
Office Park Reserve
Lake/Detention
Commercial Reserve
Riverbrook Blvd.
Multi-Family Reserve
Commercial Reserve
Commercial Reserve
Water Plant
Lake/Detention Pond
Lake/Detention Pond
Recreation Center
Recreation Center Information Center
Middle Bayou
Multi-Family Reserve
Water Plant
Crabb River Road
Commercial Reserve
Commercial Reserve
Commercial Reserve
Commercial Reserve
Commercial Reserve
Bentwood Parkway
Elementary School
Sewage Treatment Plant
Recreation Center
Recreation Center
Rabbs Bayou
Tara Subdivision
Macek Rd.
RIVERBROOK ASSOCIATES
A Joint Venture of American General and Genstar Development
Approximately 1353 acres of land out of the Abner Kuykendahl League, A-48, and the Joseph Kuykendahl League, A-49, Ft. Bend County, Texas
GENERAL LAND USE PLAN
BENTWOOD
swanson associates

TO BE ABANDONED

EXHIBIT "A"

AS PER ORIGINAL

14.331 Acres of Land
Joseph Kuykendahl League, A-49
Fort Bend County, Texas
Tara Boulevard

FIELD NOTES

A tract or parcel of land containing 14.331 acres, more or less, out of the Joseph Kuykendahl League, Abstract No. 49, Fort Bend County, Texas and being a portion of that certain 673.494 acre tract conveyed to Atlas Realty Company by deeds recorded in Volume 556 at Page 867 et seq, Fort Bend County Deed Records; said 14.331 acre tract being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 1 1/2-inch iron pipe found in the south right-of-way line of the G.C. & S.F. Railroad, from which the recognized southeast corner of the Joseph Kuykendahl League bears S 24 29'50" W, 3530.30 feet;

THENCE N 24 29'50" E, along the east line of said Kuykendahl Survey, a distance of 206.00 feet to a point in the north line of Farm Road 2759 (Booth-Richmond Road) for corner;

THENCE N 81 00'00" W, along the north line of said Farm Road 2759, a distance of 19.90 feet to its point of intersection with the west line of Macek Road for corner;

THENCE N 25 03'18" E, along the west line of said Macek Road, a distance of 3179.98 feet to a point for corner;

THENCE N 64 56'42" W, 2373.89 feet to the POINT OF BEGINNING and southwest corner of the herein described tract;

THENCE N 51 04'00" E, 140.47 feet to a point of curvature of a line curved to the left;

THENCE northeasterly along the said curved line having as its elements a central angle of 26 06'37" and a radius of 475.90 feet for an arc length of 216.87 feet to a point for tangency;

THENCE N 24 57'22" E, along a line tangent to the aforesaid curve, a distance of 3599.78 feet to a point of curvature of a line curved to the left;

THENCE northwesterly along the said curved line having as its elements a central angle of 37 30'02" and a radius of 2450.00 feet for an arc length of 1603.55 feet to a point for tangency;

THENCE N 12 32'40" W, along a line tangent to the aforesaid curve, a distance of 655.52 feet to a point for the most westerly northwest corner of the herein described tract;

Exhibit "A" (Continued)

AS PER ORIGINAL

14.331 Acres of Land
Joseph Kuykendahl League, A-49
Fort Bend County, Texas
Tara Boulevard

FIELD NOTES

THENCE N 77 27'20" E, 100.00 feet to a point for the northeast corner of the herein described tract;

THENCE S 12 32'40" E, 655.52 feet to a point of curvature of a line curved to the right;

THENCE southeasterly along the said curved line having as its elements a central angle of 37 30'02" and a radius of 2550.00 feet and an arc length of 1669.00 feet to a point for tangency;

THENCE S 24 57'22" W, along a line tangent to the aforesaid curve, a distance of 3664.37 feet to a point of curvature of a line curved to the right;

THENCE southwesterly along the said curved line having as its elements a central angle of 49 39'26" and a radius of 250.00 feet for an arc length of 216.67 feet to a point for tangency;

THENCE S 68 02'35" W, along a line tangent to the aforesaid curve, a distance of 50.00 feet to a point of curvature of a line curved to the left;

THENCE southwesterly along the said curved line having as its elements a central angle of 16 58'35" and a radius of 270.00 feet for an arc length of 80.00 feet to a point for the southeast corner of the herein described tract;

THENCE N 38 56'00" W, 60.00 feet to the POINT OF BEGINNING and containing 14.331 acres of land, more or less.

Prepared By:

DEVELOPMENT CONSULTANTS

Nolan A. Purser, P.E.
Texas Registration No. 22089

ESPEY, HUSTON & ASSOCIATES, INC.

FN538

AS PER ORIGINAL

PROPOSED RIGHT-OF-WAY DEDICATION
METES AND BOUNDS DESCRIPTION
of 14.664 Acres in the
Joseph Kuykendahl Survey, Abstract 49
Fort Bend County, Texas

October 12, 1987
EH&A Job No. 7227-10

Being 14.664 acres of land in the Joseph Kuykendahl Survey, Abstract 49, Fort Bend County, Texas and being more particularly described as follows:

BEGINNING at a 3/4-inch iron pipe found for the most northerly northwest corner of a 207.12 acre tract as recorded in Volume 447, Page 590 of the Deed Records of said Fort Bend County, same point being on the southeast right-of-way line of existing U.S. 59 (width varies);

THENCE along said southeast right-of-way line the following:

North 77°38'38" East, 259.10 feet to a point;

North 77°34'45" East, 13.58 feet to a point;

North 77°31'31" East, 7.42 feet to a point on the east line of said 14.664 acres;

THENCE along said east line the following:

South 12°58'49" East, 586.88 feet to the beginning of a curve to the right;

Southerly 272.13 feet along the arc of the said curve to the right through a central angle of 25°18'43" to the point of tangency, with said curve having a radius of 616.00 feet and a chord bearing and distance of South 00°19'27" East, 269.93 feet;

South 12°19'54" West, 616.49 feet to the beginning of a curve to the right;

Southerly 201.25 feet along the arc of the said curve to the right through a central angle of 05°35'51" to the point of tangency, with said curve having a radius of 2060.00 feet and a chord bearing and distance of South 15°07'50" West, 201.17 feet;

South 17°55'45" West, 50.00 feet to the beginning of a curve to the right;

Southerly 38.18 feet along the arc of the said curve to the right through a central angle of 02°11'14" to the point of tangency, with said curve having a radius of 1000.00 feet and a chord bearing and distance of South 19°01'22" West, 38.17 feet;

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AS PER ORIGINAL

South 20°06'59" West, 223.83 feet to the beginning of a curve to the left;

Southerly 38.18 feet along the arc of the said curve to the left through a central angle of 02°11'14" to the point of tangency, with said curve having a radius of 1000.00 feet and a chord bearing and distance of South 19°01'22" West, 38.17 feet;

South 17°55'45" West, 352.66 feet to the beginning of a curve to the left;

Southerly 1475.36 feet along the arc of the said curve to the left through a central angle of 45°25'52" to the end of said curve having a radius of 1860.66 feet and a chord bearing and distance of South 04°47'11" East, 1437.01 feet;

South 64°20'54" West, leaving said curve in a non-tangent fashion and leaving the east line of said 14.664 acres, 100.05 feet to a point;

North 71°27'28" West, 14.34 feet to a point;

South 64°20'46" West, 49.44 feet to the beginning of a curve to the right;

Southwesterly 425.40 feet along the arc of the said curve to the right through a central angle of 11°10'32" to the end of said curve having a radius of 2180.95 feet and a chord bearing and distance of South 69°56'02" West, 424.73 feet;

South 31°22'32" West, leaving said curve in a non-tangent fashion, 14.32 feet to a point;

South 12°54'07" East, 374.21 feet to the beginning of a curve to the right;

Southerly 604.37 feet along the arc of the said curve to the right through a central angle of 37°45'23" to the point of tangency, with said curve having a radius of 917.13 feet and a chord bearing and distance of South 05°58'36" West, 593.49 feet;

South 24°51'18" West, 510.69 feet to the southeast corner of the herein described tract;

THENCE, North 65°08'42" West, along the south line of the herein described tract, 60.00 feet to the southwest corner of the herein described tract;

THENCE along the west line of the herein described tract the following:

North 24°51'18" East, 393.71 feet to the beginning of a curve to the left;

Northeasterly 664.36 feet along the arc of the said curve to the left through a central angle of 37°45'25" to the point of tangency, with said curve having a

AS PER ORIGINAL

radius of 1008.16 feet and a chord bearing and distance of North 05°58'36" East, 652.40 feet;

North 12°54'07" West, 374.21 feet to a point;

North 57°10'46" West, 14.32 feet to a point;

North 11°19'32" West, 100.00 feet to the beginning of and not tangent to a curve to the left;

Northeasterly 520.40 feet along the arc of the said curve to the left through a central angle of 14°19'42" to the point of tangency, with said curve having a radius of 2080.95 feet and a chord bearing and distance of North 71°30'37" East, 519.05 feet;

North 64°20'46" East, 49.44 feet to a point;

North 20°08'59" East, 14.34 feet to the beginning of and not tangent to a curve to the right;

Northwesterly 1431.41 feet along the arc of said curve to the right through a central angle of 41°49'47" to the point of tangency, with said curve having a radius of 1960.66 feet and a chord bearing and distance of North 02°59'08" West, 1399.83 feet;

North 17°55'45" East, 352.66 feet to the beginning of a curve to the left;

Northerly 38.18 feet along the arc of said curve to the left through a central angle of 02°11'14" to the point of tangency, with said curve having a radius of 1000.00 feet and a chord bearing and distance of North 16°50'08" East, 38.17 feet;

North 15°44'31" East, 223.83 feet to the beginning of a curve to the right;

Northerly 38.18 feet along the arc of the said curve to the right through a central angle of 02°11'14" to the point of tangency, with said curve having a radius of 1000.00 feet and a chord bearing and distance of North 16°50'08" East, 38.17 feet;

North 17°55'45" East, 50.00 feet to the beginning of a curve to the left;

Northeasterly 315.54 feet along the arc of the said curve to the left through a central angle of 09°19'09" to the point of tangency, with said curve having a radius of 1940.00 feet and a chord bearing and distance of North 13°16'10" East, 315.20 feet;

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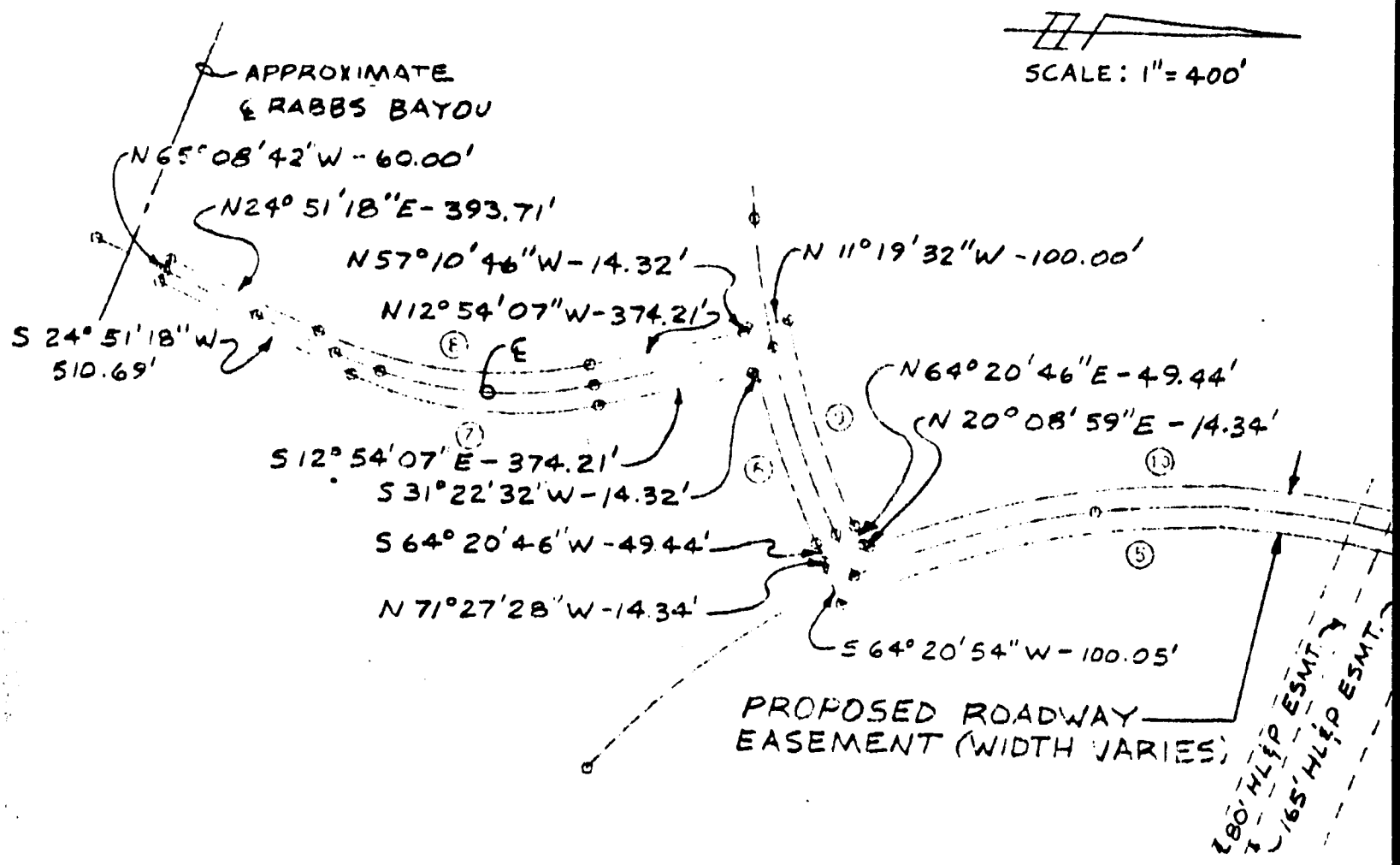
North 08°36'36" East, 330.00 feet to the beginning of a curve to the left;

Northerly 667.20 feet along the arc of the said curve to the left through a central angle of 19°42'18" to the point of tangency, with said curve having a radius of 1940.00 feet and a chord bearing and distance of North 01°14'33" West, 663.92 feet;

North 11°05'42" West, 50.00 feet to the beginning of a curve to the left;

Northwesterly 303.21 feet along the arc of the said curve to the left through a central angle of 70°54'28" to the POINT OF BEGINNING, with said curve having a radius of 245.00 feet and a chord bearing and distance of North 46°32'56" West, 284.22 feet, and containing 14.664 acres of land.

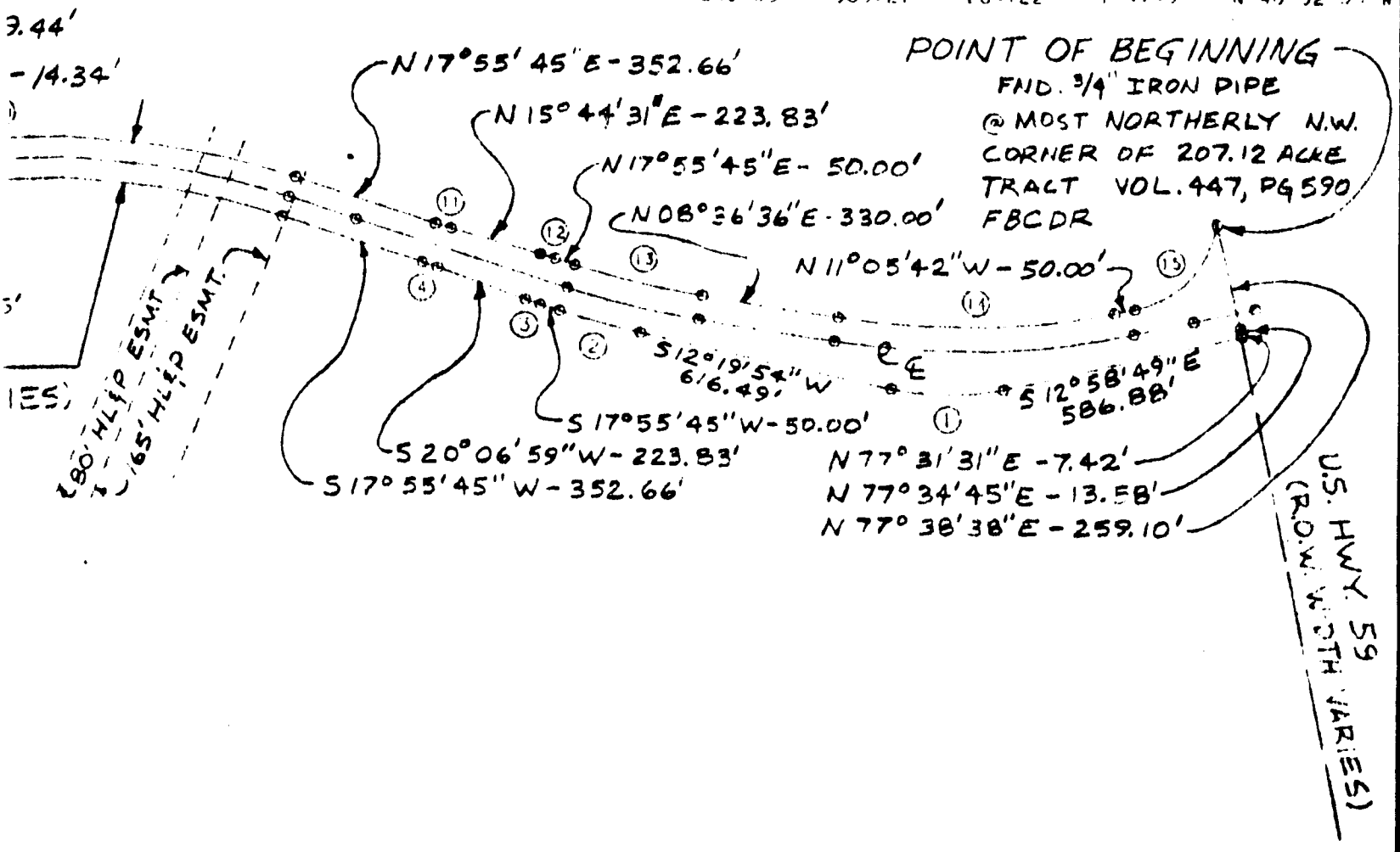

SCALE: 1" = 400'
APPROXIMATE
℄ RABBS BAYOU
N 65° 08' 42" W - 60.00'
N24° 51' 18" E - 393.71'
S 24° 51' 18" W
510.69'
N 57° 10' 46" W - 14.32'
N 12° 54' 07" W - 374.21'
N 11° 19' 32" W - 100.00'
N 64° 20' 46" E - 49.44'
N 20° 08' 59" E - 14.34'
S 12° 54' 07" E - 374.21'
S 31° 22' 32" W - 14.32'
S 64° 20' 46" W - 49.44'
N 71° 27' 28" W - 14.34'
S 64° 20' 54" W - 100.05'
PROPOSED ROADWAY
EASEMENT (WIDTH VARIES)
80' HL&P ESMT.
165' HL&P ESMT.

AS PER ORIGINAL 0083 A

0034

CURVE DATA

CURVE NO	DELTA	RADIUS	LENGTH	CHORD	TAN	CH.BEARING
1	25°18'43"	616.00	272.13	269.93	138.32	S 0°19'27"E
2	5°35'51"	2060.00	201.25	201.17	100.70	S 15° 7'50"W
3	2°11'14"	1000.00	38.18	38.17	19.09	S 19° 1'22"W
4	2°11'14"	1000.00	38.18	38.17	19.09	S 19° 1'22"W
5	45°25'52"	1860.66	1475.36	1437.01	776.93	S 4°47'11"E
6	11°10'33"	2180.95	425.40	424.73	213.38	S 69°56' 2"W
7	37°45'25"	917.12	604.37	593.49	313.62	S 5°58'36"W
8	37°45'25"	1006.16	664.36	652.40	344.75	N 5°56'36"E
9	14°19'43"	2080.95	520.40	519.05	261.57	N 71°30'37"E
10	41°49'47"	1960.66	1431.41	1399.83	749.29	N 2°59' 8"W
11	2°11'14"	1000.00	38.18	38.17	19.09	N 16°50' 8"E
12	2°11'14"	1000.00	38.18	38.17	19.09	N 16°50' 8"E
13	9°19' 9"	1940.00	315.54	315.20	158.12	N 13°16'10"E
14	19°42'18"	1940.00	667.20	663.92	336.93	N 1°14'33"W
15	70°54'28"	245.00	303.21	284.22	174.46	N 46°32'56"W



ESPEY, HUSTON & ASSOCIATES, INC.
ENGINEERING & ENVIRONMENTAL CONSULTANTS

PROPOSED RIGHT-OF-WAY DEDICATION
14.664 ACRES IN THE
JOSEPH KUYKENDAHL SURVEY
ABSTRACT 49
FORT BEND COUNTY, TEXAS

JOB NO 7227-10	DATE OCT. 1987	EXHIBIT A

AS PER ORIGINAL

TEMPORARY ENTRANCE ROAD EASEMENT
METES AND BOUNDS DESCRIPTION
of 3.68 Acres in the
Joseph Kuykendahl Survey
Abstract 49
Fort Bend County, Texas

October 7, 1987
EH&A Job No. 7227-69

Being a 60 foot wide strip of land containing 3.68 acres in the Joseph Kuykendahl Survey, Abstract 49, Fort Bend County, Texas and being more particularly described as follows:

Commencing at a concrete monument found in the east line of the Crabb River Road (F.M. 2759) 120 foot wide right-of-way, with said concrete monument being located at Engineers Station 55+47.75;

THENCE, North 22°15'52" East, 198.67 feet along the said east line of Crabb River Road to the south line of the herein described tract and the POINT OF BEGINNING;

THENCE, North 22°15'52" East, 60.04 feet along the said east line of Crabb River Road to the north line of the herein described tract;

THENCE along the said north line the following:

South 69°51'32" East, 989.59 feet to the beginning of a curve to the right;

Easterly 137.63 feet along the arc of the said curve to the right through a central angle of 07°39'21" to the point of tangency, with said curve having a radius of 1030.00 feet and a chord bearing and distance of South 66°01'51" East, 137.52 feet;

South 62°12'11" East, 283.36 feet to the beginning of a curve to the left;

Easterly 93.43 feet along the arc of said curve to the left through a central angle of 16°43'45" to the point of tangency, with said curve having a radius of 320.00 feet and a chord bearing and distance of South 70°34'03" East, 93.10 feet;

South 78°55'56" East, 101.75 feet to the beginning of a curve to the right;

Easterly 82.07 feet along the arc of said curve to the right through a central angle of 14°14'59" to the point of tangency, with said curve having a radius of

330.00 feet and a chord bearing and distance of South 71°48'27" East, 81.86 feet;

South 64°40'57" East, 203.70 feet to the beginning of a curve to the rigth;

Southeasterly 210.98 feet along the arc of said curve to the right through a central angle of 29°23'18" to the point of tangency, with said curve having a radius of 411.33 feet and a chord bearing and distance of South 49°59'18" East, 208.68 feet;

South 35°17'39" East, 111.21 feet to the beginning of a curve to the left;

Southeasterly 375.52 feet along the arc of said curve to the left through a central angle of 29°38'13" to the point of tangency, with said curve having a radius of 725.98 feet and a chord bearing and distance of South 50°06'45" East, 371.35 feet;

South 64°55'52" East, 80.65 feet to the west line of the Tara Plantation Drive 100 foot wide right-of-way;

THENCE, South 25°04'08" West, 60.00 feet along the said west line of Tara Plantation Drive to the south line of the herein described tract;

THENCE along the said south line the following:

North 64°55'52" West, 80.65 feet to the beginning of a curve to the right;

Northwesterly 406.56 feet along the arc of said curve to the right through a centrl angle of 29°38'13" to the point of tangency, with said curve having a radius of 785.98 feet and a chord bearing and distance of North 50°06'45" West, 402.04 feet;

North 35°17'38" West, 111.20 feet to the beginning of a curve to the left;

Northwesterly 180.21 feet along the arc of said curve to the left through a central angle of 29°23'18" to the point of tangency, with said curve having a radius of 351.33 feet and a chord bearing and distance of North 49°59'18" West, 178.24 feet;

North 64°40'57" West 203.70 to the beginning of a curve to the left;

Westerly 67.15 feet along the arc of said curve to the left through a central angle of 14°14'59" to the point of tangency, with said curve having a radius of 270.00 feet and a chord bearing and distance of North 71°48'27" West, 66.98 feet;

AS PER ORIGINAL

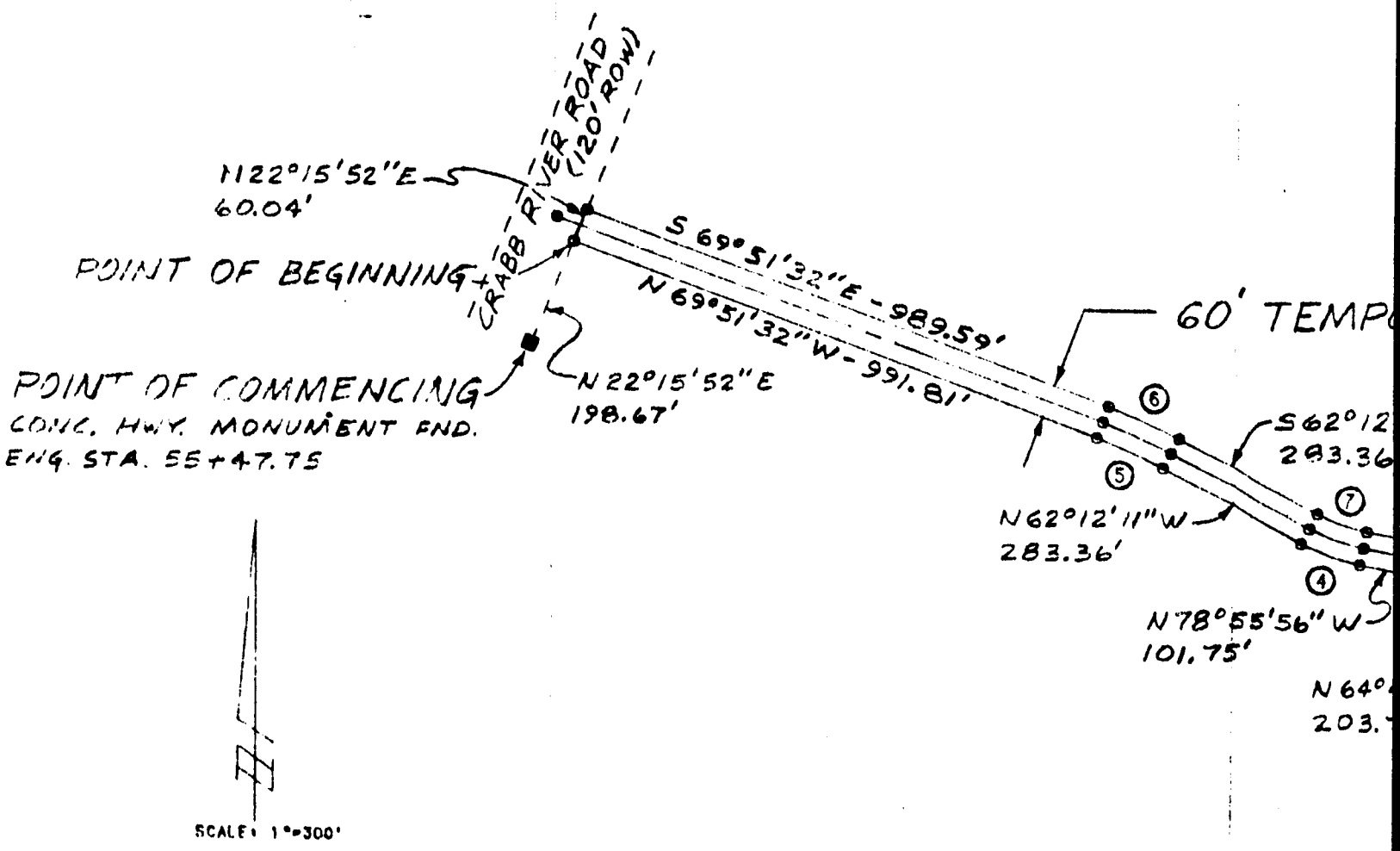
North 78°55'56" West, 101.75 feet to the beginning of a curve to the right;

Westerly 110.95 feet along the arc of said curve to the right through a central angle of 16°43'45" to the point of tangency, with said curve having a radius of 380.00 feet and a chord bearing and distance of North 70°34'03" West, 110.56 feet;

North 62°12'11" West, 283.36 feet to the beginning of a curve to the left;

Westerly 129.61 feet along the arc of said curve to the left through a central angle of 07°39'21" to the point of tangency, with said curve having a radius of 970.00 feet and a chord bearing and distance of North 66°01'51" West, 129.51 feet;

North 69°51'32" West, 991.81 feet to the POINT OF BEGINNING and containing 3.68 acres of land.

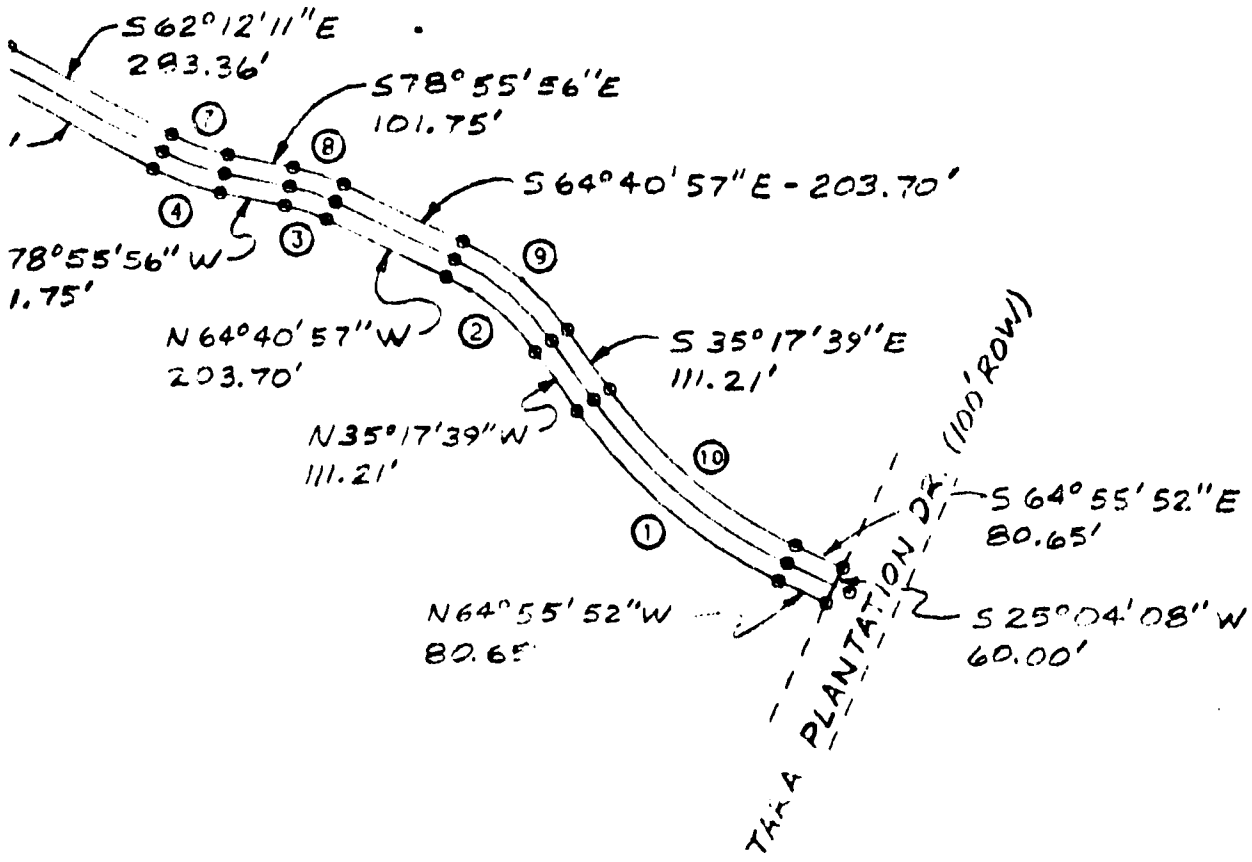

CRABB RIVER ROAD
(120' ROW)
N22°15'52"E
60.04'
POINT OF BEGINNING
S 69°51'32"E - 989.59'
N 69°51'32"W - 991.81'
60' TEMP
POINT OF COMMENCING
CONC. HWY. MONUMENT END.
ENG. STA. 55+47.75
N 22°15'52"E
198.67'
6
5
7
4
S62°12
283.36
N62°12'11"W
283.36'
N78°55'56"W
101.75'
N64°
203.
SCALE: 1"=300'

AS PER ORIGINAL 00087 A 0034

CURVE DATA

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	TAN	CH.BEARING
1	29°38'13"	785.98	406.56	402.04	207.94	N 50° 6'45"W
2	29°23'18"	351.33	180.21	178.24	92.13	N 49°59'18"W
3	14°14'59"	270.00	67.15	66.98	33.75	N 71°48'27"W
4	16°43'45"	380.00	110.95	110.56	55.87	N 70°34' 3"W
5	7°39'21"	970.00	129.61	129.51	64.90	N 66° 1'51"W
6	7°39'21"	1030.00	137.63	137.52	68.92	S 66° 1'51"E
7	16°43'45"	320.00	93.43	93.10	47.05	S 70°34' 3"E
8	14°14'59"	330.00	82.07	81.86	41.25	S 71°48'27"E
9	29°23'18"	411.33	210.98	208.68	107.87	S 49°59'18"E
10	29°38'13"	725.98	375.52	371.35	192.06	S 50° 6'45"E

60' TEMPORARY ROAD EASEMENT



ESPEY, HUSTON & ASSOCIATES, INC.
ENGINEERING & ENVIRONMENTAL CONSULTANTS

TEMPORARY ROAD EASEMENT
3.68 ACRES IN THE
JOSEPH KUYKENDAHL SURVEY
ABSTRACT 49
FORT BEND COUNTY, TEXAS

JOB NO 227-69	DATE OCT. 1987	EXHIBIT A

17. ACCEPT & REBUDGET CHECK IN THE AMOUNT OF $111.04 FROM AUDITS & SURVEYS FOR DATA PROCESSING DEPT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept $111.04 and rebudget into Data Processing office supplies(1062).

18. APPROVE CONTRACT, CONTEXT PREVIOUSLY APPROVE, WITH FORT BEND O.E.C.D. FOR SCREENING FOR INDIGENT HEALTH CARE:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract with Fort Bend O.E.C.D. as presented. (Recorded in minutes in full)

19. CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT #1 WITH LICHLITER-JAMESON & ASSOC. INC. FOR ADDITIONAL SERVICES ON THE FM-2234 PROJECT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve supplemental agreement #1 with Lichliter-Jameson & Assoc. in the amount of $20,362.00 Funds to come from right-of-way. (Recorded in minutes in full)

Tom Knickerbocker representing Lichliter-Jameson discussed the project.

20. ACCEPT & REBUDGET CHECK INTO PRECINCT 3'S BUDGET AS REIMBURSEMENT FOR ROAD MATERIALS PER INTERLOCAL AGREEMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept $2,591.50 from City of SugarLand and rebudget into Precinct 3 FM/LR 5031 and accept $110.00 from DPS and rebudget into Precinct 3 R&B 4010. (Recorded in minutes in full)

21. REVIEW FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve fee officers monthly report for October, 1987. (Recorded in minutes in full)

22. CONSIDER APPLICATIONS FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE 60 FT. & 230 FT. ALONG BRYAN RD. IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Southwestern Bell Telephone to lay cable along Bryan Rd. in Precinct 1. (Recorded in minutes in full)

23. CONSIDER ACCEPTING A PERPETUAL BOND IN THE AMOUNT OF $30,000 FROM CHEVRON U.S.A. FOR PERMIT CROSSING TO REPLACE AN EXISTING CHUBB INSURANCE CO. BOND #8097-47-44:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept a perpetual bond in the amount of $30,000 from Chevron U.S.A. for permit crossing to replace an existing Chubb Insurance Co. bond #8097-47-44. (Recorded in minutes in full)

24. CONSIDER APPLICATION FROM IRRIGATION GROUP INC.TO INSTALL IRRIGATION SYSTEM ALONG AND UNDER MASON RD. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application from Irrigation Group Inc. to install irrigation system along Mason Rd. (Recorded in minutes in full)

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

THIS AGREEMENT is made on this the 2 day of November, 1987, by and between FORT BEND COUNTY (hereinafter referred to as "County"), a body politic, acting herein by and through its Commissioners' Court, duly authorized and empowered, and FORT BEND COUNTY OFFICE OF EARLY CHILDHOOD DEVELOPMENT, INC. (hereinafter referred to as "OECD"), acting herein by and through its duly authorized officers.

WHEREAS, Article 4438f, Vernon's Texas Civil Statutes, commonly referred to as the Texas Indigent Health Care and Treatment Acts, mandates 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 a public hospital or hospital district has a legal obligation to serve; and,

WHEREAS, the County is obligated to establish a procedure to receive the applications of residents for health care under the County Indigent Health Care Program, and the County is further required to establish eligibility standards and applications, documentations, and verification procedures for the determination of such eligibility of its residents; and

WHEREAS, the County desires OECD to be the office designated by the County to receive and process applications of eligibility under the County Indigent Health Care Program; and

WHEREAS, OECD desires to be the office designated by the County to receive and process applications of eligibility under the County Indigent Health Care Program;

NOW, THEREFORE, in consideration of the mutual understanding and agreement set forth, the County and OECD agree as follows:

It is understood and agreed between the parties that the primary purpose of this agreement is to establish and promulgate the eligibility standards and applications, documentation and verification procedures for the determination of eligibility of residents under the Texas Indigent Health Care and Treatment Act.

I.

A. OECD agrees that it shall be responsible for the establishment and promulgation of eligibility standards and applications, documentation and verification procedures for the determination of eligibility of Fort Bend County residents under the Texas Indigent Health Care and Treatment Act and the County Indigent Health Care Program.

B. The term "eligibility" as used herein shall mean that eligible resident of Fort Bend County who meets the income and resources requirement established by the Texas Indigent Health Care and Treatment Act, Texas Department of Human Resources and by the County.

II.

A. It is understood and agreed between the parties that OECD will screen all applicants for qualifications under the County Indigent Health Care Program. It shall be the duty of OECD to follow all prescribed procedures set forth from time to time by the Texas Department of Human Resources and County, as well as meeting all requisite requirements of said Article 4438f.

B. OECD will be responsible for the preparation of all documentation, reports, verification, applications, and necessary information in behalf of County to meet the Texas Department of Human Resources' requirements as to eligibility for State assistance on approved applicants.

C. OECD agrees that it shall screen and qualify approved applicants periodically as required, and in no event less often than every six (6) months.

D. It is agreed that the remaining balance of the start-up fee for the 1986-1987 contract of $8.419.60 be retained by OECD as part consideration of this agreement.

III.

It is understood between the parties that the County shall pay OECD the additional sum of Sixty Thousand and no/100 dollars ($60,000.00) for the record verification and documentation set forth in this Contract during the term of this contract, payable in twelve (12) equal monthly payments of $5,000.00 each with the first of said payments due on November 1, 1987 and a like payment due on the first day of each month thereafter during the term of this contract. Payment by County shall be made upon such requirements as established by the County Auditor's Office.

IV.

Article 4438f gives a disqualified applicant the right of an appeal. It will be the obligation of Commissioners' Court of Fort Bend County to establish a Review Board consisting of five (5) persons appointed by Commissioners' Court for a term to run concurrently with this Agreement to review all appeals. The findings of the Review Board will be deemed final by Commissioners' Court.

AS PER ORIGINAL

V.

A. The terms of this Agreement shall commence on October 1, 1987 and shall continue through September 30, 1988, and shall be automatically renewable for successive periods of one 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.

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 thereafter, or the County might at its sole discretion, give OECD the opportunity to correct the non-compliances determined by the Texas Department of Human Resources so as the County would qualify under the said Act.

VI.

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

VII.

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

VIII.

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

AS PER ORIGINAL

IX.

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

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

FORT BEND COUNTY, TEXAS

Dated: 11/2/87

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

ATTESTED:

Dianne Wilson

Dianne Wilson
County Clerk

OFFICE OF EARLY CHILDHOOD DEVELOPMENT OF FORT BEND COUNTY, TEXAS

Dated: October 22, 1987

By: Lynda Bibbe

Title: Executive Director

XC: Milton Dietert 10-8-87

00093 19
0034

AS PER ORIGINAL

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

SUPPLEMENTAL AGREEMENT NO. 1
FOR PROFESSIONAL SERVICES

State of Texas County of Fort Bend

Fort Bend County (Client) and Lichliter/Jameson & Associates, Inc. (Engineer) previously have entered into a Contract dated _____, 19____ for performance of professional services and hereby agree to this Supplemental Agreement made as of _____, 19____ as an amendment to and made part of the Contract, and Client engages Engineer to perform additional services as follows:

Project: FM 2234

Project Number: 297-0300-01

Location: Fort Bend/Brazoria County

Project Manager: Tom Knickerbocker

Description of Project:

Original Contract Amount: $50,604
Supplemental Agreement Amount: $20,~~392~~ 362
Total: $70,996

I. **PROFESSIONAL SERVICES: Engineer** agrees to perform the following Additional Services under this supplemental agreement:

See Attachment "A"

II. **COMPENSATION: Engineer's** compensation for services rendered will be based on the following indicated method of payment:
A. Services: _____ Hourly Rates with an Estimated Fee $ _____
_____ Hourly Rates not to Exceed a Maximum Fee $ _____
_____ Percentages of Construction Cost _____
X Lump Sum $ 20,392
_____ Other (Specify) _____
(Engineers Hourly Rate Schedule is Attached as Exhibit "A")

B. Reimbursable Expenses: Reproduction, telephone, out-of-town travel expenses and other non-labor charges directly related to the project will be billed at cost in addition to the fees agreed upon for further services rendered. Vehicle mileage other than survey will be charged at a rate of $.30 per mile. Filing fees, permit fees and other special charges which are advanced on behalf of the client will be billed on a similar basis plus a 10% service charge.

III. **INVALIDATION:** If this supplemental agreement is not executed by **Client** within 30 days of the date tendered, it shall become invalid unless **Engineer** extends the time in writing. Nothing herein shall be considered to give any rights or benefits hereunder to anyone other than **Client** and **Engineer.**

IV. Except as otherwise expressly provided herein, all terms and conditions, of the Professional Services Agreement dated May 14 19 87 shall apply to this Supplemental Agreement.

Fort Bend County, Texas
(Client)
By: John E. Stavinoha County Judge
(Title)
Address: _____

Lichliter/Jameson & Associates, Inc.
(Engineer)
By: _____ Sr. Vice President
Henry O. Johnson (Title)
Address: Eleven-One-Eleven Brooklet Dr.,
Suite 100
Houston, Texas 77099-3596

00094
AS PER ORIGINAL 0034
#20 fil

ORIGINAL DEPOSIT • WARRANT TREASURER'S OFFICE • FORT BEND COUNTY, TEXAS

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Alton Pressley, Comm Pct #3

THE SUM STATED BELOW AND CREDIT TO ACCOUNT OF THE RESPECTIVE FUNDS NAMED HEREON.

AMOUNT RECEIVED 110.00 CASH _____ CHECK # R877301

DESCRIPTION:

Refund from D P S

fees & Svc 4010
RoB

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 110.00	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	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 Oct. 27, 19 87

I have received from the above named person the sum of

one hundred & ten & NO/100 ---------- Dollars ($ 110.00)

which I have this day accepted for deposit to the above mentioned fund.

NO 014316

Kathy Hynson
COUNTY TREASURER

Treasurer's Receipt

By Mary H. Whitlow
DEPUTY TREASURER

00095
0034

AS PER ORIGINAL

file 20

ORIGINAL DEPOSIT • WARRANT TREASURER'S OFFICE • FORT BEND COUNTY, TEXAS

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Alton Pressley, Comm #3

THE SUM STATED BELOW AND CREDIT TO ACCOUNT OF THE RESPECTIVE FUNDS NAMED HEREON.

AMOUNT RECEIVED 2,591.50 CASH _____ CHECK # 08508

DESCRIPTION:

Reimb from City of Sugar Land for Road Mat

JmLR
5031
RM

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	INSURANCE ESCROW	98
FARM TO MARKET AND LATERAL RD.	12 07 2,591.50	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 Oct. 27, 19 87

I have received from the above named person the sum of

two thousand five hundred ninety one & 50/100 ---------- Dollars ($ 2,591.50)

which I have this day accepted for deposit to the above mentioned fund.

NO 014315

Kathy Hynson
COUNTY TREASURER

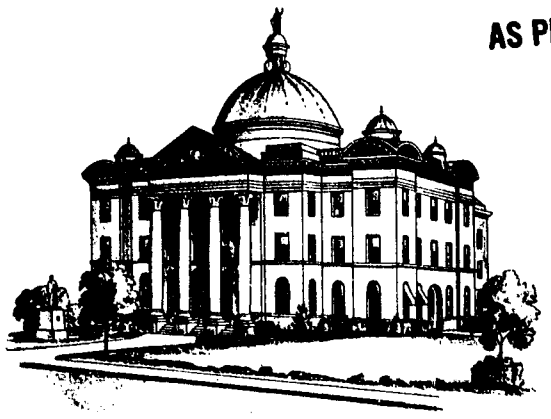
Treasurer's Receipt

By Mary H. Whitlow
DEPUTY TREASURER

00096 21

AS PER ORIGINAL

0034



JOYCE TOMPKINS *COUNTY AUDITOR*

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

October 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 September, 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.

All Non-Fee Officers as well as the Fee Officers who have safes in their departments were instructed to follow the new procedure in completing the Safe Liability Log to record the date, time and total liability of the safe each time it is opened and closed. This is to be included as part of the monthly reports. We determined that three Non Fee officers Departments have safes, but we received a copy of the log from only one of these three, plus we received the log from two other departments who do not have a safe but lock up their money in locking file cabinets where the same principal would apply. All departments not submitting this log as part of their report will be reminded to do so.

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 September, 1987 be approved as recommended by the County Auditor in her letter of October 26, 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

A. E. "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Ronald Drachenberg, Interim County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Joyce Tompkins,
County Auditor

AUDITOR'S FORM 1054

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

SEPTEMBER 1987

CHILD SUPPORT	3,264.00
HEALTH AND SANITATION	2,597.00
AMBULANCE	6,355.53
ANIMAL CONTROL	812.00
SANITARY LANDFILL	141,938.93
LIBRARIES	3,835.31
INDIGENT CARE	58.00
FAIRGROUNDS	0.00
ADULT PROBATION (FUND 99)	43,926.00
JUVENILE PROBATION	1,268.83
COUNTY ENGINEERING	315.00
BAIL BOND BOARD	500.00
TOTAL FOR THE MONTH	204,870.60

FEE OFFICERS REPORT TO COMMISSIONERS COURT
SEPTEMBER, 1987

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED
County Clerk	Civil	75,603.49				
	Criminal	59,386.00	74,942.31	23,874.03	36,173.15	134,989.49
District Clerk	Civil	56,758.70				
	Criminal	16,278.50	40,758.50	6,697.00	25,581.70	73,037.20
Tax Collector	See Letter	149,101.88	88,636.93	60,464.95		149,101.88
District Atty.***	Bad Check Fees	3,242.86			3,242.86	3,242.86
Sheriff	Criminal	32,812.00	8,306.00		24,506.00	32,812.00
J.P. #1	Civil					
	Criminal	NO REPORT SUBMITTED				0.00
J.P. #2-1	Civil	2,248.00				
	Criminal	13,459.00	12,173.00		3,534.00	15,707.00
J.P. #2-2	Civil	49.00				
	Criminal	21,466.00	16,058.00		5,457.00	21,515.00
J.P. #3	Civil					
	Criminal	NO REPORT SUBMITTED				0.00
J.P. #4	Civil	1,835.00				
	Criminal	15,077.50	14,136.00		2,776.50	16,912.50
Constable #1	Civil	8,172.51	2,828.72		5,343.79	8,172.51
Constable #2	Civil	1,860.00	1,860.00			1,860.00
Constable #3	Civil	11,751.45	6,935.54		4,815.91	11,751.45
Constable #4	Civil	4,536.53	3,051.18		1,485.35	4,536.53
TOTAL		473,638.42	269,686.18	91,035.98	112,916.26	473,638.42

* County Revenues deposited into the General Fund includes: Fees collected by the officer for other county officials,, i.e. County Judge, D.A., Sheriff, Constable, Animal Control;

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

*** Other Misc. Fees and Refunds includes: State Comptroller, CJPF, LEOSE, CVCF, License & weight, Parks & Wildlife; Cash Bond refunds, deposits for costs, out of county service and/or restitution. These details are on the officers monthly report and will also be reported on the annual report.

*** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.

AS PER ORIGINAL

FORT BEND COUNTY TAX/COLLECTOR SEPTEMBER 1987 FEES & INTEREST

HIWAYWAY FEES	JULY 1987.....	$57,313.81	
	TOTAL HIWAY FEES.....		$57,313.81
PROPERTY TAX COMMISSIONS			
	DEC. 1986...	($0.66)	
	JULY 1987...	$215.27	
	AUG 1987...	$8,488.97	
	SEPT 1987...	$1,335.09	
	TOTAL COMMISSIONS.....		$10,038.67
TAX CERTIFICATE COMMISSIONS.....		$0.00	
MUD CERTIFICATE COMMISSIONS.....		$0.00	
	TOTAL COMMISSIONS.....		$0.00
ROAD AND BRIDGE -	JULY 1987.....	$60,464.95	
	TOTAL ROAD & BRIDGE.....		$60,464.95
TITLES - MOTOR VEHICLES....		$12,930.00	
	TOTAL TITLES.....		$12,930.00
BEER AND LIQUOR	AUGUST 1987....	$4,644.50	
	TOTAL BEER & LIQUOR.....		$4,644.50
INTEREST EARNED	AUGUST 1987....	$3,165.95	
	SEPT REPO INVESTMT	$544.00	
	TOTAL INTEREST.....		$3,709.95
	GRAND TOTAL FEES.....		$149,101.88

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2nd day of November, 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 October 16, 1987, permit no. 80858 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pustka, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Losles
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.

00101
AS PER ORIGINAL 0034
Appl. # 80858

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

October 29, 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

00102
0034

To be Submitted in Quintuplicate----5 **AS PER ORIGINAL**

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 1
Key Map Ref.
Notification No. 80858

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
BRYAN ROAD	EAST OF FM 2218	EAST	230'

GENERAL DESCRIPTION

PROPOSED BURIED CABLE WILL BEGIN AT A POINT EAST OF FM 2218 ON THE NORTH SIDE OF BRYAN RD AND WILL EXTEND EAST FOR A TOTAL DISTANCE OF 230'.

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.

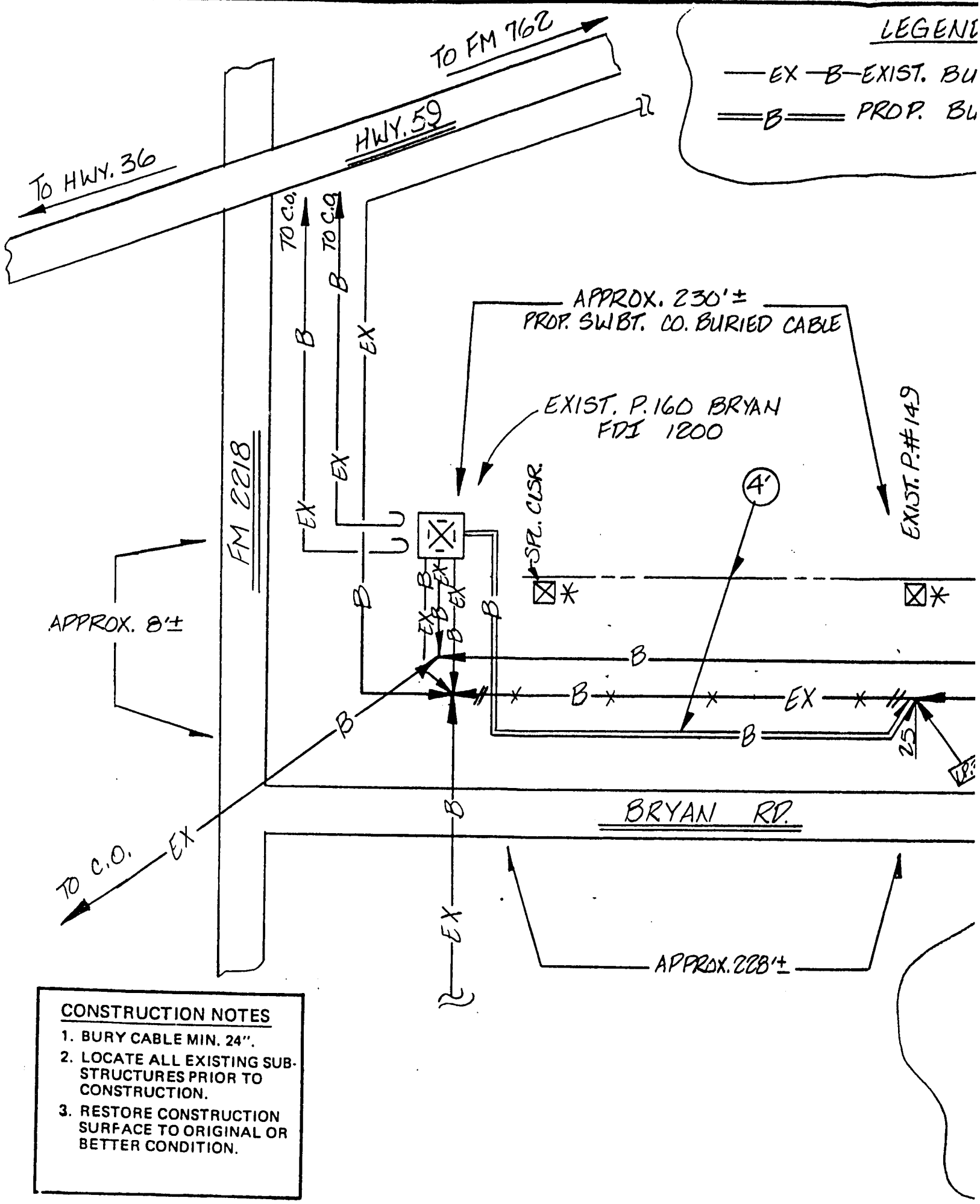
Fort Bend County Engineering Dept.
Post Office Box ~~1028~~ 1449
Rosenberg, Texas 77471
(713) 342-~~2863~~ 3039

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 Houston, Texas 77084

Telephone No.: 578-8781 Date: 10/16/87
Log No.: RR*9

AS PER ORIGINAL 0034 0p102



CONSTRUCTION NOTES

1. BURY CABLE MIN. 24".
2. LOCATE ALL EXISTING SUB-STRUCTURES PRIOR TO CONSTRUCTION.
3. RESTORE CONSTRUCTION SURFACE TO ORIGINAL OR BETTER CONDITION.

Form R-1

LEGEND

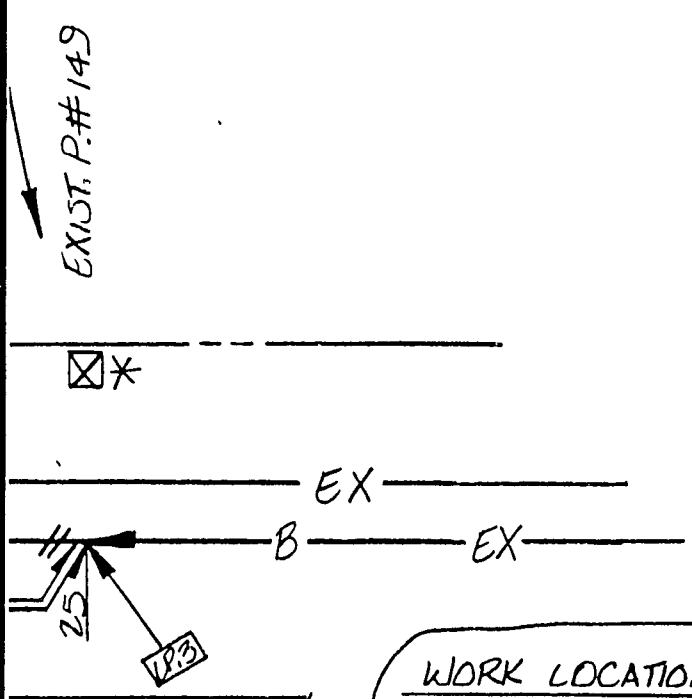
EXIST. BURIED CABLE
PROP. BURIED CABLE

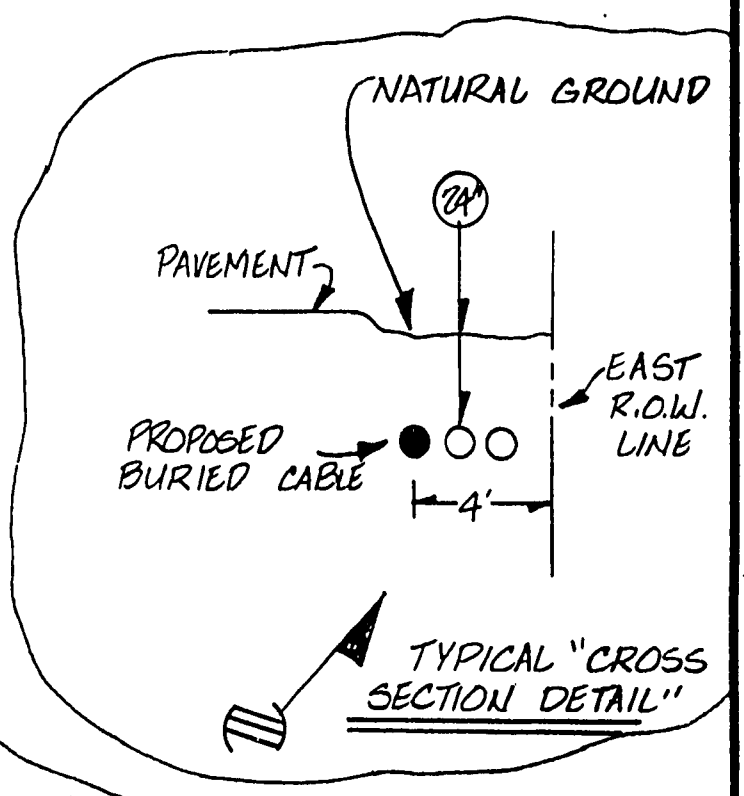
OPER. RANGE
LINE TO
SPLICE TO

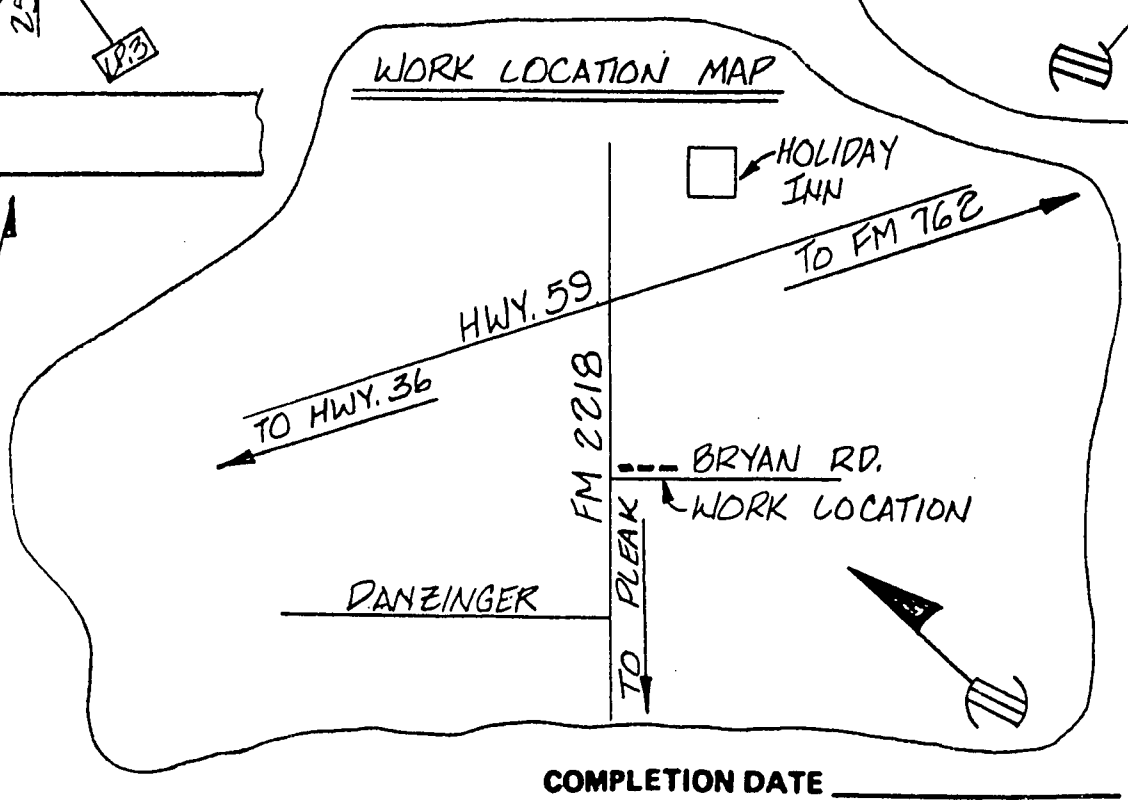
AS PER ORIGINAL

N.T.S.

COUNTY PERMIT







ORDER NO. 4151624	
NO. OF PLATS	PLAT NO. 1
EXCH. RICH-ROSE	
C.O. 232	
TAX DIST. FG009	AREA NO. W89232
DATE ISSUED 10-87	DATE REVISED
PREPARED BY DLS	DRAWN BY EJS
APPROVED	

COMPLETION DATE _____

#22

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2nd day of November, 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 October 16, 1987, permit no. 80856 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pustka, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Gradabey
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.

00105
0034

Appl. # 80856

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
Karl E. Baker, P. E.
Assistant Engineer

October 21, 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

00106

0034

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. AS PER ORIGINAL
Key Map Ref.
Notification No. 80856

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
BRYAN ROAD	EAST OF FM 2218	EAST	60'

GENERAL DESCRIPTION

PROPOSED BURIED CABLE WILL BEGIN AT A POINT 10' NORTH OF BRYAN RD. AND WILL EXTEND EAST FOR A TOTAL DISTANCE OF 60'. ALSO PROPOSED DOWN GUY & ANCHOR WILL BE PLACED AT THE BEGINNING OF THE PROPOSED BURIED CABLE.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required). The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the 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. Kerr
(signature)
TITLE: Network Services Supervisor-Engineering (Design)
ADDRESS: 16225 Park Ten Place, Suite 240 Houston, Texas 77084

Telephone No.: 578-8781 Date: 10/16/87
Log No.: RR# 8

00107
0034

AS PER ORIGINAL

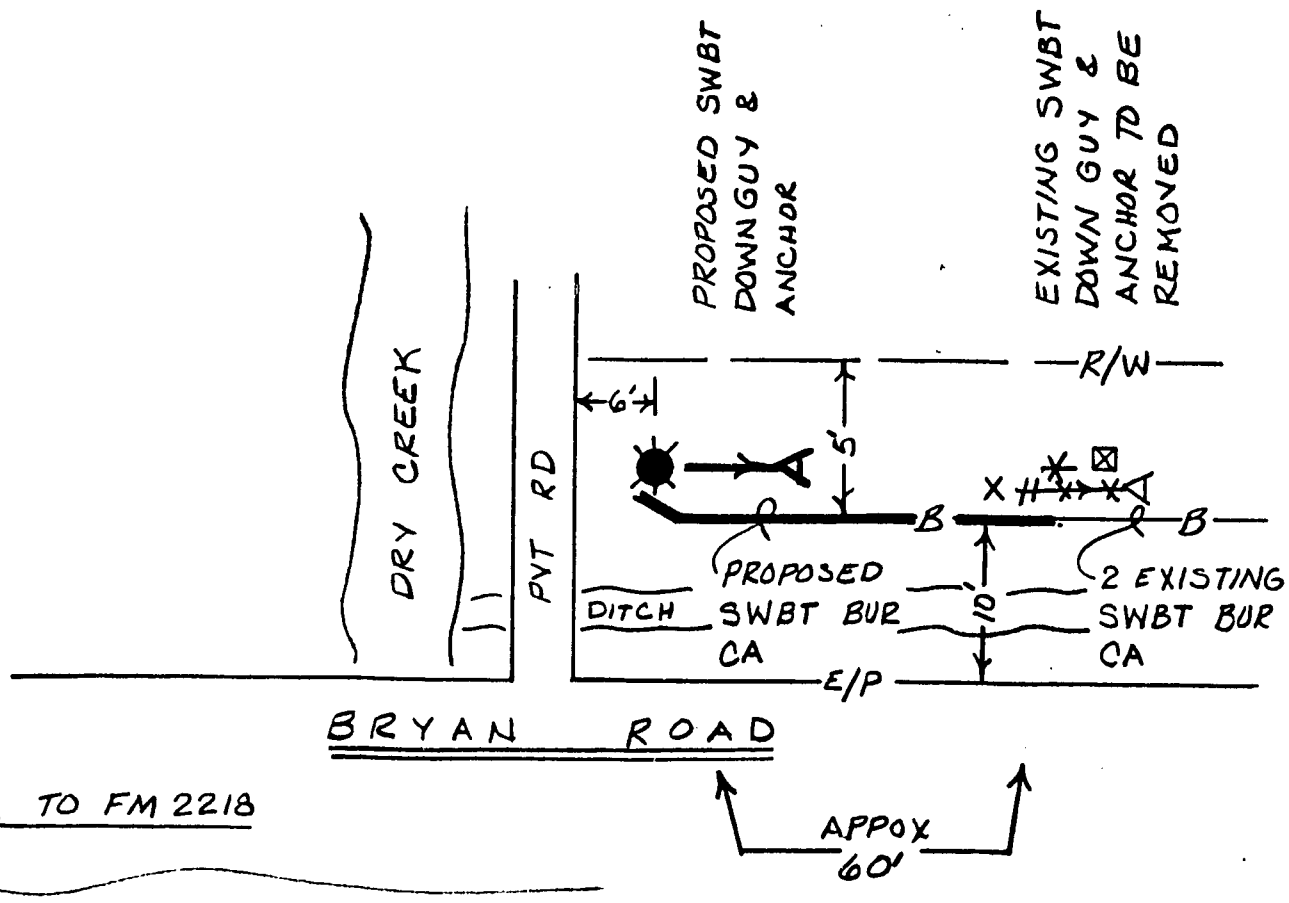
CONSTRUCTION NOTES

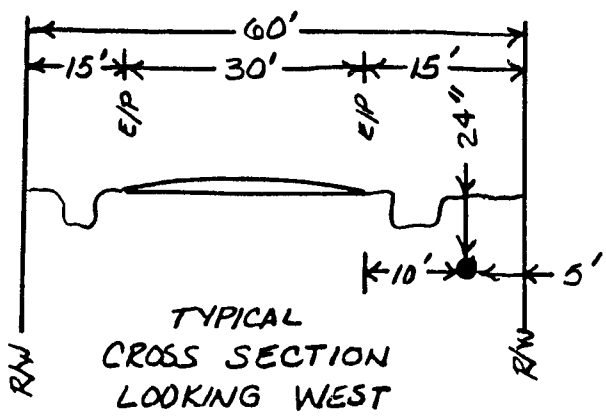
1. BURY CABLE MIN. 24".
2. LOCATE ALL EXISTING SUB-STRUCTURES PRIOR TO CONSTRUCTION.
3. RESTORE CONSTRUCTION SURFACE TO ORIGINAL OR BETTER CONDITION.
4. TEST ALL POLES PRIOR TO CLIMBING.

RZ 15

NTS

COUNTY PERMIT





TYPICAL CROSS SECTION LOOKING WEST

COMPLETION DATE _____

ORDER NO. 4175401	
NO. OF PLATS	PLAT NO. PERMIT
EXCH. RICH-ROSE	
C. O. 232	
TAX DIST. FG009	AREA NO. W89232
DATE ISSUED 10-87	DATE REVISED
PREPARED BY DLS	DRAWN BY KA
APPROVED	
SOUTHWESTERN BELL TELEPHONE CO.	

00108 23

0034

Chevron

Chevron U.S.A. Inc.
P.O. Box 1635, Houston, TX 77251

Exploration, Land & Production
Southern Region

AS PER ORIGINAL

October 21, 1987

County Engineers Office
Fort Bend County
P. O. Box 1449
Rosenberg, Texas 77471

Surety Bond
No. U89 75 83-75

Gentlemen:

Attached for your handling is United Pacific Insurance Company's Surety Bond No. U89 75 83-75 in the amount of $30,000. Please note that this bond is intended to replace the existing Chubb Insurance Company Bond No. 8097-47-44.

Should you have any questions regarding this bond, please contact Mr. R. P. Guyton at (713) 754-3850.

Very truly yours,

D. R. Dunn

RPG/mlg

Attachment

cc: J. G. Fitzgerald

Bond No. [illegible]
Effective: 10/08/87 00109

AS PER ORIGINAL

PERPETUAL BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE 0034
ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS
(AUTHORIZED)

RECEIVED
AUG 11 1987
HOUSTON DIV.

THE STATE OF TEXAS |
COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we CHEVRON U.S.A. INC. _____, as principal, and _____ UNITED PACIFIC 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 _____ Thirty thousand ---------- DOLLARS ($30,000.00), lawful currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators and successors jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, construction, maintaining and/or repairing one or more cables conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, prusuant to the Commissioners Court order adopted on the 1st day of December , A.D. 1980, recorded in Volume ____, at Page _____, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a perpetual bond covering all such cable, conduit and/or pole line 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 Commisisoners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and

AS PER ORIGINAL

conditions of the above mentioned Commissioners Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or default on the part of said principal, then this obligation shall be null and void otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 9th day of October, 1987.

CHEVRON U.S.A. INC.
PRINCIPAL

BY ASSISTANT SECRETARY

Countersigned by:

Gary K. Cooper
Licensed Resident Agent
State of Texas

UNITED PACIFIC INSURANCE COMPANY
SURETY

BY Helen A. Weires
Attorney-in-Fact

State of California
County of San Francisco } SS.

On this the 9th day of October 19 87, before me the undersigned Notary Public, personally appeared

Helen A. Weires,

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as Attorney-in-Fact of the corporation therein named, and acknowledged to me that the corporation executed it. WITNESS my hand and official seal.

OFFICIAL SEAL
PHYLLIS J RAYL
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My comm. expires MAY 4, 1988

Notary's Signature

MMSF—1066

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UNITED PACIFIC INSURANCE COMPANY

HEAD OFFICE, FEDERAL WAY, WASHINGTON

POWER OF ATTORNEY

AS PER ORIGINAL

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint

HELEN A. WEIRES of SAN FRANCISCO, CALIFORNIA ----------

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed

ANY AND ALL BONDS AND UNDERTAKINGS OF SURETYSHIP ----------

and to bind the UNITED PACIFIC 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 UNITED PACIFIC 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 Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows.

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. 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, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed.

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or 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."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 19th day of May 19 87

SEAL

UNITED PACIFIC INSURANCE COMPANY

Charles B. Schmalz

Vice President

STATE OF Washington
COUNTY OF King } ss.

On this 19th day of May, 1987, personally appeared Charles B. Schmalz

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 15, 1990

NOTARY PUBLIC

Pamela Young

Notary Public in and for State of Washington

Residing at Tacoma

I, Lawrence W. Carlstrom, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC 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 this 9th day of October 19 87

SEAL

Assistant Secretary

Lawrence W. Carlstrom

BDU-1431 Ed. 4/80

CHUBB

CHUBB & SON INC.
Manager

51 John F. Kennedy Parkway, Short Hills, New Jersey 07078

#80628
00112
0034

AS PER ORIGINAL

FEDERAL INSURANCE COMPANY

PERFORMANCE BOND

Bond No. 8097-4744

Amount $ 30,000.00

Know all Men by these Presents,

That we, GULF OIL CORPORATION

(hereinafter called the "Principal"), as Principal, and the FEDERAL INSURANCE COMPANY, of Short Hills, New Jersey, a corporation duly organized under the laws of the State of New Jersey, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto FORT BEND COUNTY, TEXAS

(hereinafter called the "Obligee"), in the sum of THIRTY THOUSAND DOLLARS AND NO/100---------- Dollars ($ 30,000.00), for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Sealed with our seals and dated this 1 day of December, A. D. nineteen hundred and eighty four

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain Contract with the Obligee, dated December 1, 1984 for various operations connected with installing flow lines underneath and/or over county roads

in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

Gulf Oil Exploration & Production Co., a Div of GULF OIL CORPORATION
Principal

By R. J. Goeken
R. J. Goeken, Sr. Vice President

FEDERAL INSURANCE COMPANY

By Susan M. Herm
SUSAN M. HERM

And [illegible]

Form 18-02-01 (Rev. 7-81) (Formerly 12020)

N-8960 (5M)

24

00113
0034

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

AS PER ORIGINAL

On this 2nd day of November, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Irrigation Group, Inc. dated October 22, 1987, permit no. 80857 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner 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 Ronald Rackenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosen
Deputy

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

returned 11/4/87

00114
0034

Appl. # 80857

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

Karl E. Baker, P. E.
Assistant Engineer

10/26/87
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 $2,500.00

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

Bond No. CRS-1011354

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we Irrigation Group, Inc. as principal and Universal Surety of America as surety, are held and firmly bound unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of Two thousand five hundred and no/100*** DOLLARS ($2,500.00***) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity.

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified

to be by said principal done and performed; at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this oblibation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 1st day of October, 19 87

Irrigation Group, Inc.
PRINCIPAL

Wayne Goehr
BY:

Universal Surety of America
SURETY

Jack McReynolds
BY: Jack McReynolds, Atty-in-Fact

AS PER ORIGINAL 00117

0034

USA

UNIVERSAL SURETY OF AMERICA
1812 Durham Houston, Texas 77007

GPA 9002115-101 1354

For verfication of the authority of this power you may telephone (713) 863-7788.

Power of Attorney Valid Only If Numbered In Red

GENERAL POWER OF ATTORNEY — CERTIFIED COPY

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint Jack McReynolds

of Houston and State of Texas its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Bonds not to exceed $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the above stated limitations. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

"*Be It Resolved,* that the President, any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company."

"*RESOLVED* that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, John Knox, Jr. and its corporate seal to be hereto affixed this 20th day of January, A.D., 1987

UNIVERSAL SURETY OF AMERICA

By: John Knox, Jr. President

State of Texas
County of Harris ss:

On this 20th day of January, in the year 1987, before me Kimberlee R. Mozingo, a notary public, personally appeared John Knox, Jr., personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Commission Expires: 9/15/90

Kimberlee R. Mozingo Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Houston, Texas, this 1st day of October, 19 87.

Gregory P. Faulx Secretary

COMPLAINT NOTICE: Should any disputes arise regarding either your premium or a claim, contact Universal Surety of America at 1812 Durham, Houston, Texas 77007 or by calling (713) 863-7788. If the problem is not resolved you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

ditions of the above ...

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0034

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. 3
PERMIT NO. 80857

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Mason	1538' North Of Centerline Cinco Road	61'	X		-	
Mason	1211' North Of Centerline Cinco Road	50'	X		-	
Mason	70' North Of Centerline Cinco Road	52'	X			
Mason	79' South Of Centerline Cinco Road (Southbound only)	26'	X			
Mason	313' South Of Centerline Cinco Road	50'	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	Equestrian Center	Buffalo Bayou	7560 ft.

General Description

Installation of irrigation system in median and setbacks along Mason 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 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Irrigation Group, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

John C. O'Donnell
(Signature)

NAME & TITLE John C. O'Donnell
(Please Print)

DATE: 10-22-87
ADDRESS P.O. Box 800458
(Street/P.O. Box)

Houston, Texas 77280
City State Zip

TELEPHONE NO: 464-3886
392-3450

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

00119 Pg. 2

0031

TO COUNTY OF FORT BEND

PRECINCT NO. 3 AS PER ORIGINAL
PERMIT NO. 80857

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

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

Continued

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Mason	Between The 2nd & 3rd Esplanade South Of Cinco	54'	X		-	
Mason	1213' South Of Centerline Cinco Road	50'	X		-	
Mason	817' North Of Centerline EW Road	50'	X			
Mason	75' North Of Centerline EW Road	61'	X			
Mason	72' South Of Centerline EW Road	61'	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

Installation of irrigation system in medians and setbacks along Mason 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 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Irrigation Group, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
John C. O'Donnell
(Signature)

NAME & TITLE John C. O'Donnell
(Please Print)

DATE: 10-22-87
ADDRESS P.O. Box 800458
(Street/P.O. Box)

Houston, Texas 77280
City State Zip
TELEPHONE NO: 464-3886 / 392-3450

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

00120

Pg 3

0034

TO COUNTY OF FORT BEND

PRECINCT NO. 3 AS PER ORIGINAL
PERMIT NO. 80857

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

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

Continued

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Mason	403' South Of Centerline Of EW Road	65'	X		-	
Mason	Between The 2nd & 3rd Esplanade South Of EW Road	54'	X		-	
Mason	1098' South Of Centerline Of EW Road	50'	X			
Mason	Between The 3rd & 4th Esplanade South Of EW Road	54'	X			
Mason	2245' South Of Centerline Of EW Road	50'	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

Installation of irrigation system in medians and setbacks along Mason 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 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, Maintanance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Irrigation Group, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

John C. O'Donnell
(Signature)

NAME & TITLE John C. O'Donnell
(Please Print)

DATE: 10-22-87
ADDRESS P.O. Box 800458
(Street/P.O. Box)

Houston, Texas 77280
City State Zip

TELEPHONE NO: 464-3886 / 392-3450

P8.4

00121

0034

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 AS PER ORIGINAL
PERMIT NO. 80857

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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
Mason	1455' North Of Cenerline Of Cinco Road (Northbound Only)	25'	X			
Equestrian Entrance	2' East Of East Curb Of Mason Road	61'	X			
Mason	1322' North Of Centerline Of Cinco Road (Northbound Only)	25'	X			
Mason	105' North Of Centerline Of Cinco Road (Northbound Only)	25'	X			
Mason	62' North Or Centerline Of Cinco Road (Southbound Only)	26'	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

Installation of electrical conduit to provide power to irrigation controllers and architectural lighting.

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.

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(accessible 24 hrs/day, 7 days/week:

John C. O'Donnell
(Signature)

NAME & TITLE John C. O'Donnell
(Please Print)

DATE: 10-22-87
ADDRESS P.O. Box 800458
(Street/P.O. Box)

Houston, Texas 77080
City State Zip

TELEPHONE NO: 464-3886 / 392-3450

Pg 5

00122
0031
AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80857

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

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

Continues

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Cinco	35' West Of West Curb Of Mason Road	81'	X			
Mason	88' South Of Centerline Of Cinco Road (Northbound Only)	35'	X			
Mason	1167' South Of Centerline Of Cinco Road (Northbound Only)	25'	X			
Mason	910' North Of Centerline Of EW Road (Northbound Only)	25'	X			
Mason	73' North Of Centerline Of EW Road (Northbound Only)	25'	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

Installation of electrical conduit to provide power to irrigation controllers and architectural lighting.

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.)
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Houston, Texas 77280
City State Zip

TELEPHONE NO: 464-3886 / 392-3450

Pg. 6

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)

00123
0034
AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80857

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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
EW	35' West Of West Curb Of Mason Road	81'	X			
EW	35' East Of East Curb Of Mason Road	81'	X			
Mason	74' South Of Centerline Of EW Road	52'	X			
Mason	879' South Of Centerline Of EW Road (Northbound Only)	25'	X			
Mason	2093' South Of Centerline Of EW Road (Northbound Only)	25'	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

Installation of electrical conduit to provide power to irrigation controllers and architectural lighting.

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.

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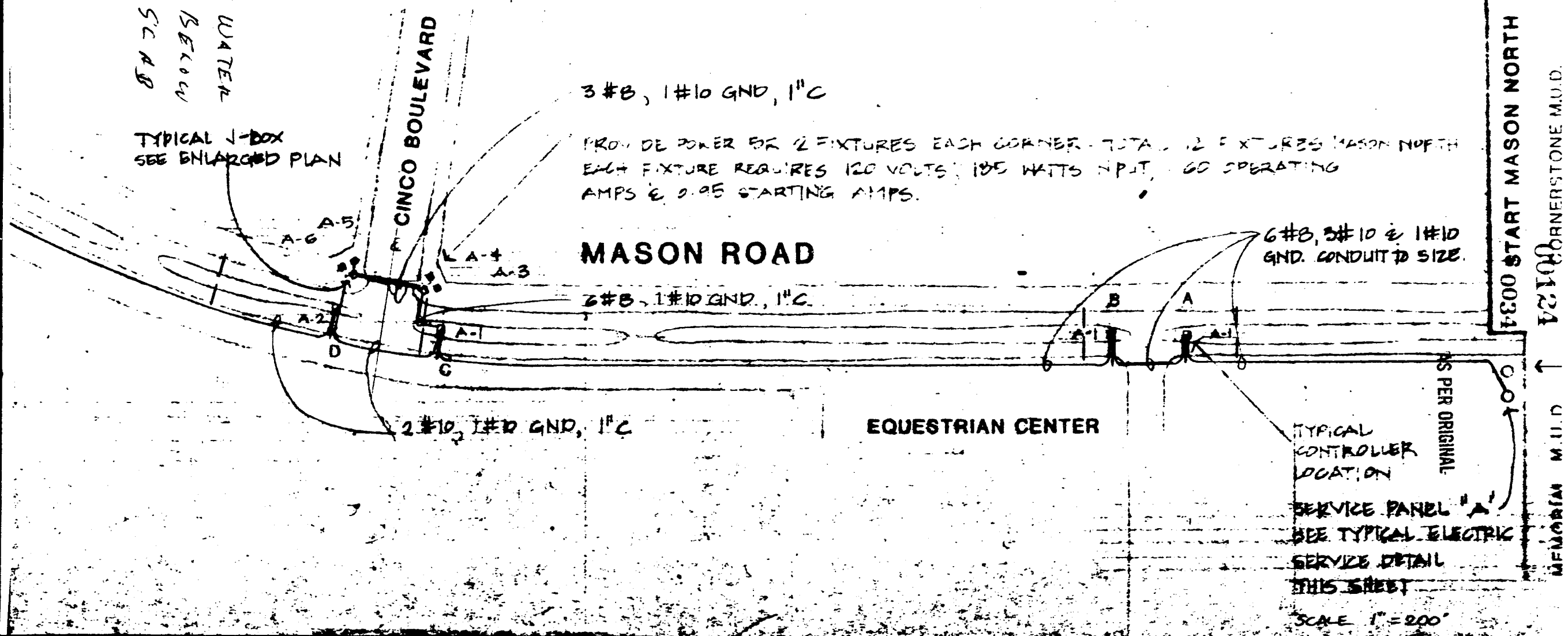
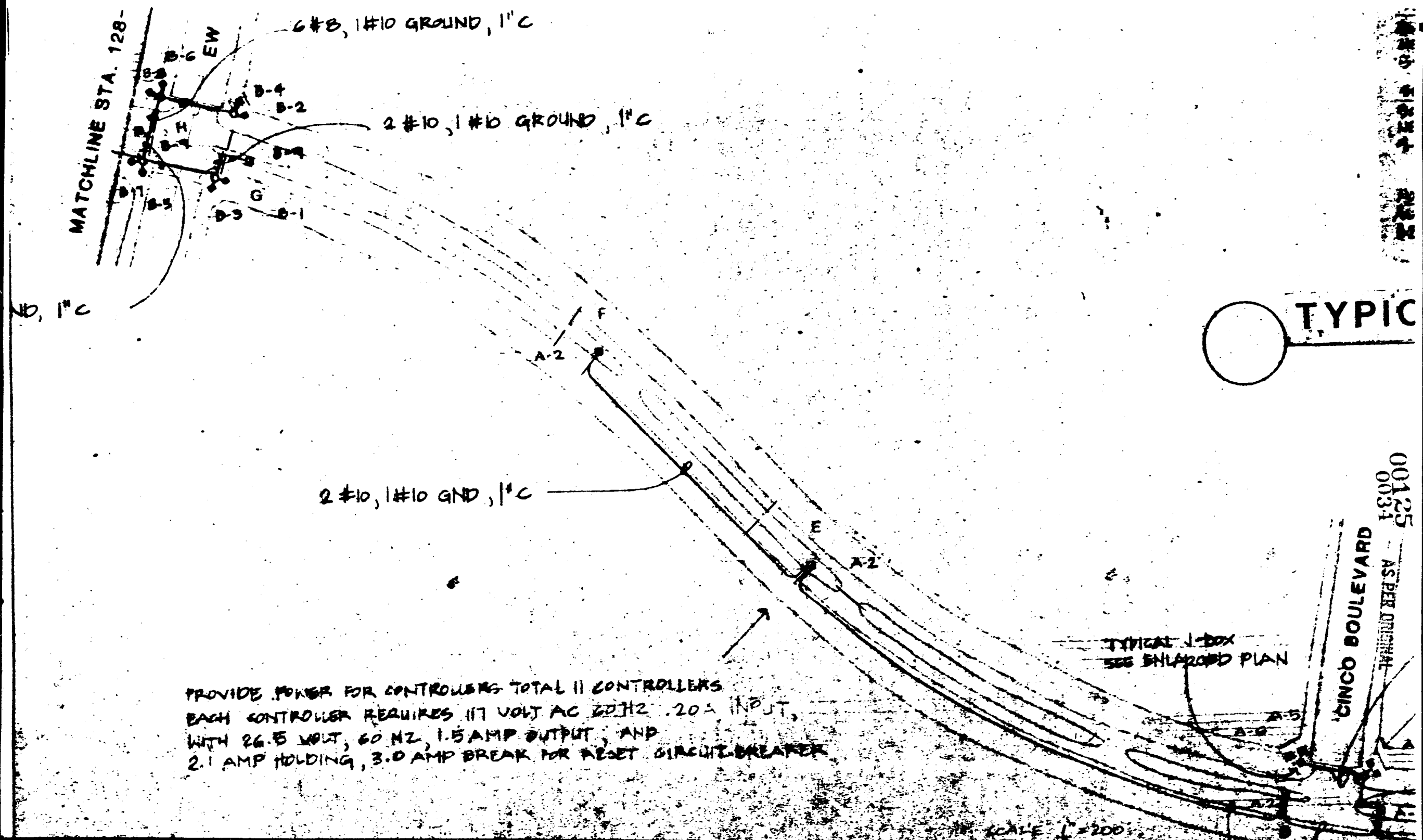
Houston, Texas 77280
City State Zip
TELEPHONE NO: 464-3886 / 392-3450

TYPICAL ELECTRIC SERVICE DETAIL

NTS

RED LINES ARE WATER LINES 2' MIN. BELOW LOWEST CONC. SC AB





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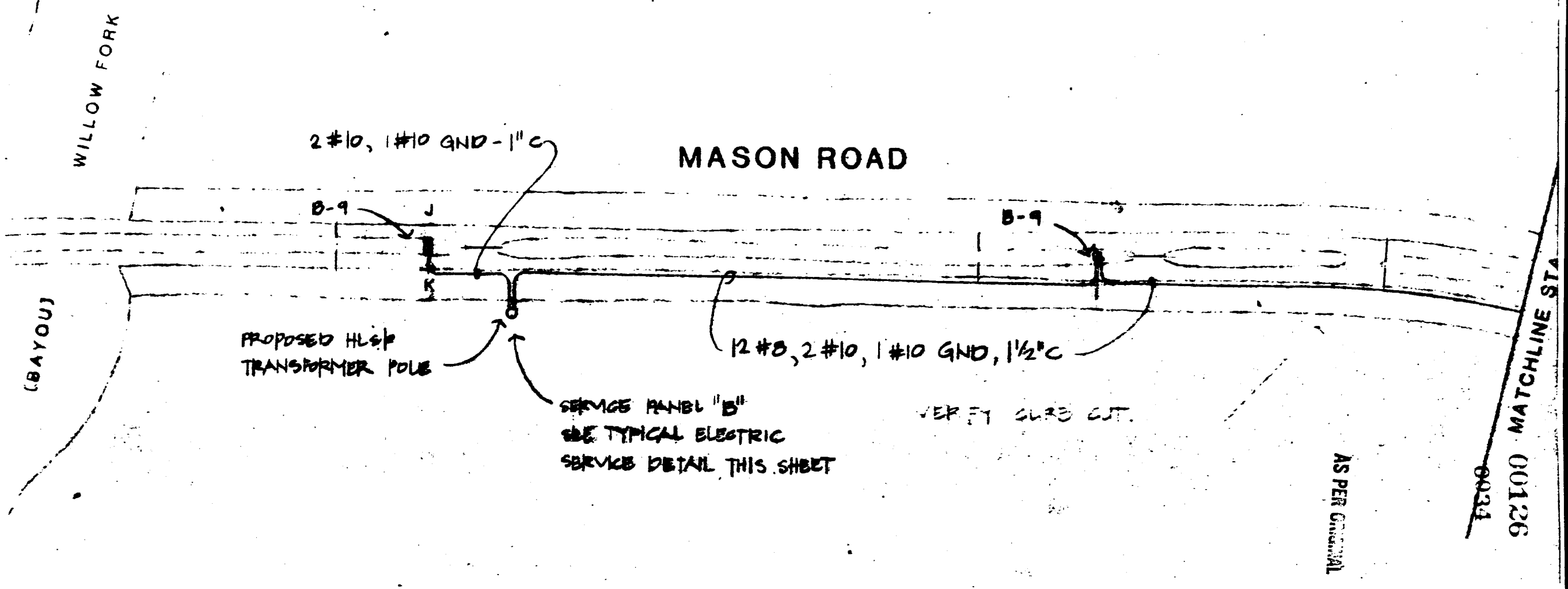
AS PER ORIGINAL

NOTE: VERIFY POWER SOURCE AND PROVIDE ALL REQUIRED ELECTRICAL CONNE

REQUIRED POWER POLES, ETC. TO BE LOCATED IN FIELD WITH LANDSCAPE ARC

PROVIDE ITEMIZED ELECTRICAL COSTS IN BID PROPOSAL



25. AUTHORIZE ADVERTISING FOR THE FOLLOWING BIDS: (1) JANITORIAL SUPPLIES; (2) ROAD MATERIALS, PETROCHEMICAL; (3) UNIFORMS FOR SHERIFF'S DEPT.; (4) UNIFORM HATS FOR SHERIFF'S DEPT.; (5) FOOD FOR JAIL & JUVENILE DETENTION; (6) PHOTOGRAPHIC SUPPLIES; (7) FENCE FOR COUNTY LANDFILL; (8) SALE & REMOVAL OF IMPROVEMENTS (ONE HOUSE) LOCATED AT 514 KLAUKE RD., ROSENBERG, WEST OF FORT BEND COUNTY LANDFILL:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for all of the above.

26. TAKE ACTION ON THE FOLLOWING BIDS: (1) PERIODICALS FOR LIBRARY SYSTEM (#87-74); (2) HIGH DEMAND BOOKS FOR LIBRARY SYSTEM (#87-75); (3) MOWING SERVICES FOR COUNTY RIGHT-OF-WAY (#87-76); (4) BREAD FOR JAIL & JUVENILE DETENTION (#87-77); (5) MILK FOR JAIL & JUVENILE DETENTION (#87-78); (6) PAVEMENT MARKINGS THROUGHOUT FORT BEND COUNTY (#87-79); (7) ONE OR MORE NEW TRUCK-MOUNTED HERBICIDE APPLICATORS WITH COMPUTERIZED CHEMICAL INJECTION SYSTEM (#87-82); (8) ONE OR MORE NEW CRAWLER TRACTORS WITHOUT BLADE (#87-83):

Periodicals for library system:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to NATIONAL ORGANIZATION for periodicals subscriptions in the amount of $13,008.31, effective January 1, 1988. (Recorded in minutes in full)

High demand books for library system:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to INGRAM for high demand books, effective January 1, 1988. (Recorded in minutes in full)

Mowing services for County right-of-ways:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to ZOMALT ENTERPRISES & MORTON BROTHERS for mowing county right-of-ways, effective January 1, 1988. (Recorded in minutes in full)

Bread for jail & juvenile detention:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to RAINBOW BAKING CO. for bread, effective January 1, 1988. (Recorded in minutes in full)

Milk for jail & juvenile detention:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to GARY MARTIN CO. for milk, effective January 1, 1988. (Recorded in minutes in full)

Pavement markings throughout Fort Bend County:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to SAFETY LIGHTS CO. for pavement markings throughout Fort Bend County, effective January 1, 1988. (Recorded in minutes in full)

One or more new truck-mounted herbicide applicators with computerized chemical injection system and one or more new crawler tractors without blade:

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

26/1

00128
0034

AS PER ORIGINAL

ANNUAL CONTRACT FOR PERIODICAL SUBSCRIPTIONS FOR THE FORT BEND COUNTY LIBRARY SYSTEM
BID #87-74

COMPANY	BID PRICE	NO. OF TITLES DIRECT	CLAIMS
✓ NATIONAL ORGANIZATION	$13,008.31	4	YES
POPULAR SUBSCRIPTION	$13,646.79	4	YES
TURNER	$13,787.90	26	YES
MCGREGOR	$14,804.85	4	YES

26/2

AS PER ORIGINAL 00129

0034

ANNUAL CONTRACT FOR HIGH DEMAND BOOKS FOR THE FORT BEND COUNTY LIBRARY SYSTEM
BID #87-75

COMPANY	TRADE BOOKS (discount)	MASS MARKET PAPERBACK	PHONE ORDERS	10 DAYS DELIVERY	WEEKLY MICROF.	BUY BACK PLAN
INGRAM	43%	43%	YES	YES	YES	YES
BAKER & TAYLOR	40%	40%	YES	YES	YES	NO

26/3

00130
0034

AS PER ORIGINAL

ANNUAL CONTRACT TO PROVIDE MOWING SERVICES FOR FORT BEND COUNTY RIGHT-OF-WAYS
BID #87-76

COMPANY	HOURLY BID PRICE	EQUIPMENT OFFERED	PROOF INSURANCE
BONNIES TRACTOR SERVICE P.O. BOX 1024 MISSOURI CITY, TX 77459-1024	$18.50/HR. 16.50/HR. 16.50/HR. 22.50/HR. 18.50/HR.	LONG 510 6' LONG 350 5' FORD 32HP 5' LONG 510 10' LONG 360 6'	YES
ZOMALT ENTERPRISES P.O. BOX 742 KENDLETON, TX 77451	$16.00/HR.	JOHN DEER 300 6' FORD DIESEL 3600 6' FORD DIESEL 3000 5' FORD DIESEL 335 6' FORD TRACTOR 4000 7' FORD TRACTOR 5'	YES
✓ MORTON BROTHERS 2505 ALAMO STREET ROSENBERG, TX 77471	$16.00/HR. $25.00/HR.	(2) FORD 4610 6' (2) FORD 3910 5' FORD 7600 5' DITCHBANK FORD 5610 5' DITCHBANK FORD 3000 6' FORD 601 5' FORD 4000 6' MASSEY FERGUSON 245 6' MASSEY FERGUSON 245 5' (2) FORD 6600 TERRAINE KING SLOPE MOWERS MASSEY FERGUSON 255 15' MASSEY FERGUSON 285 15'	YES
SOUTHWEST TRACTOR WORKS P.O. BOX 581 NEEDVILLE, TX 77461	$40.00/HR. $20.00/HR. $20.00/HR.	6610 FORD DIESEL 15' FLEX 15 RHINO 3610 FORD DIESEL 6' RHINO C-72 3610 FORD DIESEL 6' RHINO C-72	NO

26/4

00131
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AS PER ORIGINAL

ANNUAL CONTRACT FOR THE PURCHASE OF BREAD FOR THE FORT BEND COUNTY JAIL
AND JUVENILE DETENTION
BID #87-77

COMPANY	BREAD	HOT DOG BUNS	HAMBURGER BUNS	POOR BOY BUNS
RAINBO BAKING CO. 4104 LEELAND AVE HOUSTON, TX 77023	RAINBO 1.5# 23+2 $.70	RAINBO 12 PKG - 6" $.85	RAINBO 6 PKG-4½" $.58	RAINBO 6 PKG - 8" $.72

26/5

00132
0034

AS PER ORIGINAL

ANNUAL CONTRACT FOR THE PURCHASE OF MILK FOR THE FORT BEND COUNTY JAIL
AND JUVENILE DETENTION
BID #87-78

COMPANY	UNIT PRICE	DELIVERY DAYS
✓ GARY W. MARTIN CO. 10135 GREENRIDGE STAFFORD, TX 77477	$.1659	MONDAYS AND THURSDAY (OR AS SPECIFIED BY THE COUNTY)
L.R. KERSTEN (BORDEN'S MILK) P.O. BOX 1598 ROSENBERG, TX 77471	$.21	JUVENILE - MONDAY AND FRIDAY JAIL - TUESDAY, THURSDAY AND SATURDAY
DAIRY PRODUCTS 309 LOESCHER SEALY, TX 77474	$.17	DOES NOT MEET SPECIFICATIONS: BID WAS NOT SUBMITTED ON THE COUNTIES BID FORM.
SCHEPPS DAIRY P.O. BOX 55587 HOUSTON, TX 77255	$.2750	DOES NOT MEET SPECIFICATIONS: NO DELIVERY DAYS STATED

26/6

00133

0034

AS PER ORIGINAL

ANNUAL CONTRACT TO PROVIDE PAVEMENT MARKING THROUGHOUT FORT BEND COUNTY
BID #87-79

COMPANY	BID PRICE PER LINEAR FOOT
✓ SAFETY LIGHTS CO. 6813 DIXIE DRIVE HOUSTON, TX 77087	$.0550
PAIGE BARRICADES P.O. BOX 230183 HOUSTON, TX 77223	$.0575
STRIPING UNLIMITED 6223 THEALL RD. HOUSTON, TX 77066	$.0667
TOTAL CARE ASPHALT P.O. BOX 8851 WOODLANDS, TX 77387	$.0789

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AS PER ORIGINAL

26/7

PURCHASE OF ONE (1) OR MORE NEW TRUCK MOUNTED HERBICIDE APPLICATOR
WITH COMPUTERIZED CHEMICAL INJECTION SYSTEM
BID #87-82

COMPANY	BID PRICE
CIBOLO MANUFACTURING, INC. 1105 SIMMONS STREET JOURDANTON, TEXAS 78026-2855	$64,678.40
ALVIN EQUIPMENT CO., INC. P.O. BOX 1907 ALVIN, TX 77512-1907	NO BID

26/8

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AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW CRAWLER TRACTORS
WITHOUT BLADE
BID #87-83

COMPANY	BID PRICE
CASE POWER AND EQUIPMENT P.O. BOX 1147 ROSENBERG, TX 77471	$26,649.00
PRECO MACHINERY SALES, INC. P.O. BOX 12625 HOUSTON, TX 77217	$26,875.00

27. APPROVE CHANGES TO GASOLINE AND DIESEL BID SPECIFICATIONS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve specs for gasoline for a 7 month period effective December 1, 1987 with addition, changes & deletions. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve specs for diesel fuel for a 7 month period effective December 1, 1987 with addition, changes & deletions. (Recorded in minutes in full)

28. 1:30 P.M.- OPEN AND CONSIDER ACTION ON THE FOLLOWING BIDS: (1) CONCRETE FOR FORT BEND COUNTY (#87-80); (2) ROAD SIGN MATERIALS FOR FORT BEND COUNTY (#87-81); (3) ONE OR MORE NEW CRAWLER TRACTORS WITH BLADE WITH OR WITHOUT TRADE-IN (#87-85); (4) ONE OR MORE USED CRAWLER TRACTORS WITH OR WITHOUT TRADE-IN (#87-86); (5) REQUEST FOR PROPOSALS FOR COMPAQ DESK PRO 386 MODEL 40 OR EQUAL (RFP #87-88):

Open bids for concrete for Fort Bend County:

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

A) TEXAS INDUSTRIES
B) ALLIED CONCRETE
C) C.O.D. CONCRETE
D) H-K READY MIX

Open bids for road sign materials for Fort Bend County:

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

A) HALL SIGNS
B) SOUTHWESTERN MATERIALS
C) V.S. STANDARD SIGN CO.
D) PRICE BARRACADE & SIGNAL CO.

Open bids for one or more new crawler tractors with blade with or without trade-in:

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

A) MUSTANG TRACTOR & EQUIP.
B) WAUKESHA-PEARCE, IND.
C) HI-WAY EQUIPMENT
D) ALVIN EQUIPMENT (no bid)

Open bids for one or more used crawler tractors with or without trade-in:

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

A) CONTINENTAL DREDGING
B) MUSTANG TRACTOR & EQUIPMENT
C) WAUKESHA-PEARCE, IND.
D) MUSTANG TRACTOR & EQUIP.
E) HI-WAY EQUIPMENT
F) ALVIN EQUIP. (no bid)

Request for proposals for Compaq Desk Pro 386 Model 40 or equal:

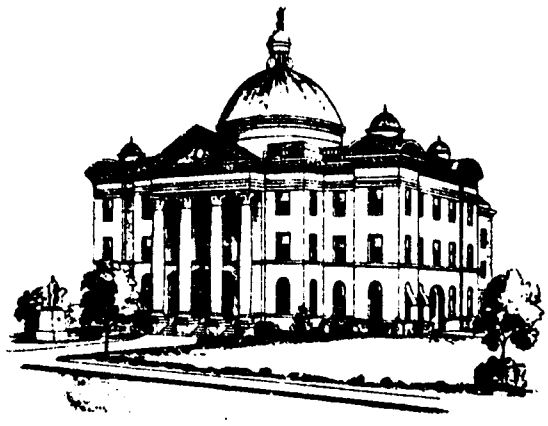
The following bids were presented to Commissioners' Court for review.

A) COMPUTER STATION CORP.
B) DATA COMPATIBLE
C) HARTWELL'S OFFICE WORLD, INC.
D) MICRO AGE
E) IDEA COMPUTER

00137 27
0034

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

November 2, 1987

TO: Each Member
Commissioners Court
Fort Bend County, Texas

I seek the Courts approval in making the following changes to the gasoline and diesel fuel specifications which were approved by the Court in April.

GASOLINE

ADD:

1. Octane ratings must meet or exceed the following: Regular Leaded 89 octane; Regular Unleaded 87 octane; Premium Unleaded 92 octane.

2. Gasoline must contain an appropriate amount of "scrubber" additive TECHROLINE or equal.

3. Fuel must be "pulled" from a terminal operated by one of the following suppliers: EXXON, SHELL, MOBIL, TEXACO, CHEVRON/GULF.

4. Underground tank located at 307 Fort St., Richmond, Texas must be measured daily between the hours of 8:00 A.M. and 9:00 A.M. Vendor agrees to not contest cancellation of this contract if this requirement is not met on even a single occasion.

5. Add to the list of delivery locations those fuel tanks on auxiliary generator engines.

6. Vendor must have capability of one hour delivery in the event of an emergency.

AS PER ORIGINAL

7. A single episode of the vendor permitting a tank to become empty shall be cause for Fort Bend County to ~~automatically~~ cancel the bid~~, and re-award it to the next low bidder meeting specifications~~.

DELETE:

1. Requirement for vendor to provide original manifest with every delivery (this works with full tanker-load deliveries, but cannot when multiple drops are made from one load).

#2 DIESEL FUEL

ADD:

1. #2 Diesel fuel must have a minimum rating of 40 cetane.

2. Diesel fuel must be pulled from a terminal operated by one of the following suppliers: EXXON, SHELL, MOBIL, TEXACO, CHEVRON/GULF.

3. Add to the list of delivery locations those diesel fuel tanks on auxiliary generator engines.

4. Vendor must have capability of one hour delivery in the event of an emergency.

DELETE:

1. Requirement for vendor to provide original manifest with every delivery.

The current bids expires November 30th and, due to legal requirements, we must begin advertising for bids on Thursday, November 5th.

Thank you,

John J. Hammett

AS PER ORIGINAL

GASOLINES FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT

SUBCONTRACTING: No part of this bid shall be subcontracted to another party furnishing fuel without the written approval of the County.

SCOPE: This bid shall be for use by all County facilities of Fort Bend County as well as Fort Bend County Drainage District.

CONTACT: For additional information contact Mr. Gilbert Jalomo, Assistant Purchasing Agent at 342-3411 extension 240.

VENDOR RESPONSIBILITIES: Contractor to be responsible for insuring constant availability of fuel at 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. Vendor is to use water indicating paste (Testmaster or equal) on the measuring stick each time fuel is measured in each tank. Any indication of water must be reported to Purchasing Agent (713-342-3411 x 240) immediately. Minor amounts of water in the tank will not preclude delivery.

If fuel is needed, vendor shall contact a County employee at that location for authorization to begin delivery. The County employee must provide to the vendor a Purchase Order number before delivery is made.

QUALITY CONTROL: Fort Bend County reserves the right to catch samples and test fuels at time of delivery for specification compliance. Costs for tests shall be borne by the Contractor in the event product fails to comply. Samples may be taken from delivery truck at time of delivery in the presence of the driver or vendors representative. If an on-the-spot test indicates the fuel contains alcohol the delivery will not be accepted. Vendor remains responsible for insuring an uninterrupted supply of fuel to each location.

Fuel must contain no alcohol additives or extenders.

Fuels must meet all Colonial Pipeline Specifications.

DELIVERY: All delivered product shall be transferred only to County owned tanks as listed on the attachment. Delivery trucks shall be equipped with accurate measuring devices and quantities must be verifiable by County personnel upon completion of delivery. Contractor must be able to furnish certifications issued by the State of Texas which verify tank capacities on each truck. Deliveries shall be made on a measured gallon basis. Delivery ticket must reflect gallons delivered and temperature of fuel when delivered. Invoices must be adjusted to reflect a net gallon delivery corrected to 60 degrees Fahrenheit.

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 calendar 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 such total from outstanding invoices. Fort Bend County further reserves the right to cancel this contract at any time with 30 days written notice.

PROJECTED REQUIREMENTS FOR 12 MONTH PERIOD:

Regular Leaded Gasoline	~~45,768~~ gallons	250,000 gallons ~~500,000 gallons~~
Premium Unleaded Gasoline	~~455,443~~ gallons	

The fuel usage quantities listed are estimated for a ~~one year~~ ~~12 month~~ 6 month period. Fort Bend County does not guarantee that these amounts will be purchased.

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.

AS PER ORIGINAL

DIESEL FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT

SUBCONTRACTING: No part of this bid shall be subcontracted to another party furnishing fuel without the written approval of the County.

SCOPE: This bid shall be for use by all County facilities of Fort Bend County as well as Fort Bend County Drainage District.

CONTACT: For additional information contact Mr. Gilbert Jalomo, Assistant Purchasing Agent at 342-3411 extension 240.

VENDOR RESPONSIBILITIES: Contractor to be responsible for insuring constant availability of fuel at 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. Vendor is to use water indicating paste (Testmaster or equal) on the measuring stick each time fuel is measured in each tank. Any indication of water must be reported to Purchasing Agent (713-342-3411 x 240) immediately. Minor amounts of water in the tank will not preclude delivery.

If fuel is needed, vendor shall contact a County employee at that location for authorization to begin delivery. The County employee must provide to the vendor a Purchase Order number before delivery is made.

QUALITY CONTROL: Fort Bend County reserves the right to catch samples and test fuels at time of delivery for specification compliance. Costs for tests shall be borne by the Contractor in the event product fails to comply. Samples may be taken from delivery truck at time of delivery in the presence of the driver or vendors representative. If an on-the-spot test indicates the fuel contains alcohol the delivery will not be accepted. Vendor remains responsible for insuring an uninterrupted supply of fuel to each location.

Fuel must contain no alcohol additives or extenders.

Diesel fuel must meet ASTM Spec #2-D with a constant cetaine rating minimum of .40.

Fuels must meet all Colonial Pipeline Specifications.

DELIVERY: All delivered product shall be transferred only to County owned tanks as listed on the attachment. Delivery trucks shall be equipped with accurate measuring devices and quantities must be verifiable by County personnel upon completion of delivery. Contractor must be able to furnish certifications issued by the State of Texas which verify tank capacities on each truck. Deliveries shall be made on a measured gallon basis. Delivery ticket must reflect gallons delivered and temperature of fuel when delivered. Invoices must be adjusted to reflect a net gallon delivery corrected to 60 degrees Fahrenheit.

AS PER ORIGINAL

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 such total from outstanding invoices. Fort Bend County further reserves the right to cancel this contract at any time with 30 days written notice.

PROJECTED REQUIREMENT FOR 12 MONTHS:

No. 2 Diesel ~~401,322~~ 200,000 gallons

The fuel usage quantity listed is estimated for a ~~one year~~ 6 MONTH period. Fort Bend County does not guarantee that this amount will be purchased.

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.

AS PER ORIGINAL

TANK CAPACITY BY GALLONS AT EACH LOCATION

DEPT/LOCATION	REGULAR LEADED	REGULAR UNLEADED	PREMIUM UNLEADED
Precinct #1 Commissioner 201 Payne Lane Crabb, Texas			4,000
Precinct #2 Commissioner 9110 Long Needville, Texas			1,000
Precinct #2 Commissioner 2725 FM 521 Fresno, Texas			500 300
Precinct #3 Commissioner 1809 Eldridge Sugar Land, Texas			1,000 1,000
Precinct #3 Commissioner 19310 Canal Rd. Richmond, Texas			8,000
Precinct #4 Commissioner 8100 Hwy 359 South Fulshear, Texas	1,000		1,000
Sheriff Department 1410 Ransom Rd. Richmond, Texas			4,000
Drainage District 6400 Homestead Rd. Rosenberg, Texas	1,000		1,000
Old Jail 307 S. Fort St. Richmond, Texas			1,000
Emergency Medical Service 4336 Hwy 36 Rosenberg, Texas			4,000
Sugar Creek Annex 1514 Parkway Blvd. Sugar Land, Texas			2,000 1,000

AS PER ORIGINAL

TANK CAPACITY BY GALLONS AT EACH LOCATION

DEPT/LOCATION	NO. 2 DIESEL
Precinct #1 Commissioner 201 Payne Lane Crabb, Texas	4,000 900 (overhead)
Precinct #2 Commissioner 9110 Long Needville, Texas	3,000
Precinct #2 Commissioner 2725 FM 521 Fresno, Texas	800 500
Precinct #3 Commissioner 1809 Eldridge Rd. Sugar Land, Texas	4,000
Precinct #3 Commissioner 19310 Canal Rd. Richmond, Texas	8,000
Precinct #4 Commissioner 8100 Hwy 359 South Fulshear, Texas	4,000
Drainage District 6400 Homestead Rd. Rosenberg, Texas	4,000

87-80

Annual Contract for the Purchase of Concrete

Company	Arcola	Crabb	Fulshear	Needville
Texas Industries Missouri City : Cladine Wayne McMurtray 785-3330	N/B	NB	42.00	NB
Allied Concrete Richmond Reading Rd. Randy Schmidt 342-5416	41.00	41.00	41.00	41.00
C.O.D Concrete Westheimer Hull Airport Katy S. Main Stafford Bill Watson 953-4500	39.00	39.00	39.00	NB
H-K Ready Mix 3002 FM 2977 Donald Hodges 342-2160	38.35	38.35	38.35	38.35

AS PER ORIGINAL

87-81

Hall Signs

Southwestern Materials

V.S. Standard Sign Co.

Price Barracade & Signal Co

87-85

Mustang Tractor & Equip

Waukesha-Pearce, Ind.

Hi-Way Equipment

Waukesha-Pearce, Ind

Alvin Equipment - NO BID

AS PER ORIGINAL

87-86

Continental Dredging
Mustang Tractor & Equipment
Waukesha - Pearce, Ind
Mustang Tractor & Equip.
Hi-Way Equipment
Alvin Equip. NO BID

BID: RFP FOR COMPAQ DESK PRO 386 MODEL 40 OR EQUAL 28 00150

BID NUMBER: 87-88 0034

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'205'$category

VENDOR NAME	BID PRICE
A D F COMPUTER SYSTEMS, INC.	
A-TEK	
ADVANCED BUSINESS SYSTEMS	
ALL-TEL SPECIALISTS, INC.	
ASSOCIATED SYSTEMS MARKETING	
AT&T	
BELL ATLANTIC/COMPUSHOP	
CENTENNIAL COMPUTER CONSULTANT	
CIBOLO MANUFACTURING, INC.	
CITICORP INDUSTRIAL CREDIT INC	
COMPUTER CRAFT	
COMPUTER KING	
COMPUTER STATION CORP. ✓	
COMRIM SYSTEMS, INC.	
DATA COMPATABLE ✓	
DATA ENTRY SOURCE	
DATAPOINT CORPORATION	
DATRONICS, INC.	
ENGINEER CONTROL SYSTEMS CORP.	
EPSILON COMPUTER SERVICE	
FT BEND CHAMBER OF COMMERCE 3	
GLOBAL SERVICES, INC.	
HARTWELL'S OFFICE WORLD, INC ✓	
J G COMPUTER SERVICES	
JORDAN & ASSOCIATES, INC.	
MAI/BASIC FOUR, INC.	
MICHAEL K. VARGO CO.	
MICRO AGE ✓	
MICRO PRODUCTS UNLIMITED	
MOSHER COMPUTER SYSTEMS	
NAPERSOFT, INC.	
NCR CORPORATION	
NUTCRACKER ELECTRONICS	
PACIFIC COAST PERIFERIALS	
PREMIER BUSINESS SYSTEMS, INC.	
PREMIER BUSINESS SYSTEMS, INC.	
RADIO SHACK	
ROSENBERG/RICHMOND CHAMBER - 4	
SECUR-TEL SYSTEMS	
SOUTHERN MICROFILM OF TEXAS	
SUPERTEC OF TEXAS, INC.	
TELEX COMPUTER PRODUCTS, INC.	
TELEX INC.	
UNICO, INC. OF THE SOUTHWEST	
UNISTRUT GULF	
UNISYS CORPORATION	
VICTOR COMPUTER SERVICE, INC.	
XEROX CORPORATION	
XEROX CORPORATION	

IDEA COMPUTER

AS PER ORIGINAL

29. 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.

30. CONSIDER APPROVAL OF PAY APPLICATION #2 IN THE AMOUNT OF $28,500 TO OMEGA HI-TECH ROOF SYSTEMS, INC. FOR THE COURTHOUSE ROOFING PROJECT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve pay application #2 in the amount of $28,500 to Omega Hi-Tech Roof Systems, Inc. for the courthouse roofing project. (Recorded in minutes in full)

31. 11:00 A.M.-HOLD PUBLIC HEARING TO CONSIDER INSTALLING SPEED CONTROL DEVICES IN THE SUGARWOOD SUBDIVISION IN PRECINCT 3, AND CONSIDER TAKING ACTION ON SAME:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Court finds maximum, reasonable and prudent speed limit be 30 mph therefore, authorize installation of a 4 way stop sign at the intersection of Deer Creek & Colonist Park to include 30 mph and "Slow-children at Play" signs in the subdivision subject to the outcome of a traffic study being completed by County Engineer.

Richard Turnbow, Linda Bury, and Debbie Rothchild, Sugarwood homeowners discussed the need for the speed control signs.

32. ADJOURNMENT:

Commissioners' Court adjourned at 1:50 p.m. Monday, November 2, 1987.

#29 00152
0034

AS PER ORIGINAL

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 2nd day of November, 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**********

Joyce Tompkins
County Auditor

Date: 11-2-87

Time Reconvened: _____

Time Adjourned or Recessed: _____

AGENDA ITEM
#3D

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702* (Instructions on reverse side) PAGE ONE OF PAGES

TO (OWNER): Fort Bend County

PROJECT: Fort Bend County Courthouse

APPLICATION NO: 2

PERIOD TO: 10-28-87

Distribution to:
- [x] OWNER
- [x] ARCHITECT
- [x] CONTRACTOR
- [ ] ARCHITECT'S
- [ ] PROJECT NO:

FROM (CONTRACTOR): Omega Hi-Tech Roof Systems, Inc.
9600 Long Point, Houston, Tx 77095

VIA (ARCHITECT): Lance Roof Inspection
4141 North Freeway
Houston, Tecas 77022

CONTRACT FOR: Roofing Fort Bend County Courthouse

CONTRACT DATE: August 1987

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		
1	9-28-87	$9,000.00	
TOTALS		$9,000.00	
Net change by Change Orders		$9,000.00	

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

CONTRACTOR:

By: [signature] Date: 10-28-87

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

1. **ORIGINAL CONTRACT SUM** ..... $ 76,959.00
2. **Net change by Change Orders** ..... $ 9,000.00
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 85,959.00
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ 77,500.00
   (Column G on G703)
5. **RETAINAGE:**
   a. 10 % of Completed Work $ 7,750.00
   (Column D + E on G703)
   b. 10 % of Stored Material $ 1,200.00
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ 8,950.00
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 68,550.00
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) ..... $ 40,050.00
8. **CURRENT PAYMENT DUE** ..... $ 28,500.00
9. **BALANCE TO FINISH, PLUS RETAINAGE** ..... $ 17,409.00
   (Line 3 less Line 6)

State of: County of:
Subscribed and sworn to before me this day of ,19
Notary Public:
My Commission expires:

AS PER ORIGINAL

00153
00034

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 ..... $ 28,500.00
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: Lance Roof Inspection Service

By: [signature] Date: 10-28-87

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.

CONTINUATION SHEET

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

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

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

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

APPLICATION NUMBER: 2
APPLICATION DATE: 10-28-87
PERIOD TO: 10-28-87
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Re-Roof & Repairs Fort Bend County Courthouse	85,959.00	-0-	32,500.00	12,000.00	44,500.00	52	41,459.00	44,500.00
2		85,959.00	32,500.00	45,000.00	-0-	77,500.00	84	8,459.00	4,540.00
		85,959.00	32,500.00	40,000.00	-0-	72,500.00	84	8,459.00	8,950.00

AS PER ORIGINAL 0034

00154

AIA DOCUMENT G703 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA® • © 1983

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

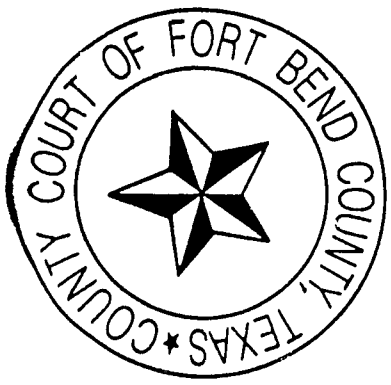
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON NOVEMBER 16, 19 87.

STARTING WITH
FILM CODE NO. 87vol.00034pg.00014

ENDING WITH
FILM CODE NO. 87vol.00034pg.00154



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham DEPUTY
BETTY FULGHAM

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF JANUARY, 1988.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 00157.

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, NOVEMBER 9, 1987
9:00 O'CLOCK A.M.

1. APPROVE MINUTES OF MEETING OF NOVEMBER 2, 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. CANVASS ELECTION RESULTS OF NOVEMBER 3 GENERAL ELECTION ~~AND FORT BEND L.I.D. #2 ELECTION~~.

6. CONSIDER ADOPTING AN ORDER CANVASSING RETURNS AND DELCARING RESULTS OF FORT BEND COUNTY L.I.D. #8 BOND & MAINTENANCE TAX ELECTION; PROVIDING DETAILS RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION.

7. MAYOR LEONARD SCARCELLA, CITY OF STAFFORD; MAYOR SUE TROYAN, CITY OF MEADOWS, & MR. JERRY EAGLESON, RE: PROPOSED SITE FOR EAST END BRANCH OF COUNTY LIBRARY.

8. AMEND BUDGET FOR FEES & SERVICES, 328TH DISTRICT COURT.

9. SHERIFF GUS GEORGE, RE: REQUEST TO DISPOSE OF OUTDATED REFRIGERATOR.

10. JUDGE GEORGE MOLINA, PRCT. 2, PLACE 1 JUSTICE OF THE PEACE, RE: REQUEST FOR PART-TIME OR FULL-TIME CLERK.

11. MR. DENNIS MCAFEE, CHIEF JUVENILE PROBATION OFFICER, RE: REQUEST TO ADVERTISE FOR BIDS FOR AUTOMOBILE (1988 FUNDS AVAILABLE).

12. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: PRESENTATION OF 1986 ANNUAL REPORT AND JULY & AUGUST MONTHLY REPORTS.

13. CONSIDER VOTING FOR CENTRAL APPRAISAL DISTRICT DIRECTORS.

14. CONSIDER APPROVAL OF E.M.S. DISPATCH AGREEMENT BETWEEN CITY OF BEASLEY, BEASLEY FIRE DEPT. & FORT BEND COUNTY.

15. ACCEPT FOR RECORD THE RUN-OFF ELECTION CONTRACT BETWEEN FORT BEND COUNTY AND THE CITY OF HOUSTON.

16. CONSIDER ACCEPTANCE OF AMENDMENT #1 TO LETTER OF CREDIT #RE6222-0293 FOR WEST BEECHNUT PLAZA IN PRECINCT 3.

17. ACCEPT AND REBUDGET CHECK INTO PRCT. 3'S BUDGET AS REIMBURSEMENT FOR ROAD MATERIALS PER INTERLOCAL AGREEMENT.

18. CONSIDER APPROVAL OF PARTIAL REPLAT FOR RESERVES C, C-3, L, M, P & P-1 OF THE MARKET AT FIRST COLONY IN PRECINCT 3.

19. CONSIDER APPROVAL OF PLAT FOR THE PLANTATION AT FIRST COLONY, EXXON RESERVE IN PRECINCT 3.

20. CONSIDER ADOPTING RESOLUTION AUTHORIZING FORT BEND FLOOD CONTROL WATER SUPPLY CORP. TO OBTAIN FINANCIAL ASSISTANCE FROM THE WATER DEVELOPMENT BOARD AND TO TAKE ANY NECESSARY ACTION RELATING THERETO.

21. CONSIDER APPROVING RECOMMENDATIONS FROM THE POLICIES & PROCEDURES COMMITTEE REGARDING CHANGES TO THE FORT BEND COUNTY EMPLOYEE INFORMATION MANUAL.

22. CONSIDER AMENDING THE FOLLOWING BUDGETS: INDIGENT CARE; INSURANCE (PROPERTY); REPAIRS TO EQUIPMENT; & COUNTY JUVENILE BOARD & JUDGES.

23. CONSIDER AUTHORIZING BIDS FOR CONSTRUCTION OF A BARBED WIRE FENCE ON THE W. W. HEITMAN FRONTAGE ON FM-442 IN PRECINCT 2.

24. TAKE ACTION ON THE FOLLOWING BIDS: (1) CONCRETE FOR FORT BEND COUNTY (#87-80); (2) ROAD SIGN MATERIALS (#87-81); (3) ONE OR MORE NEW TRUCK-MOUNTED HERBICIDE APPLICATORS WITH COMPUTERIZED CHEMICAL INJECTION SYSTEM (#87-82); (4) ONE OR MORE NEW CRAWLER TRACTORS WITHOUT BLADE (#87-83); (5) ONE OR MORE NEW CRAWLER TRACTOR WITH BLADE WITH OR WITHOUT TRADE-IN (#87-85); (6) ONE OR MORE USED CRAWLER TRACTOR WITH OR WITHOUT TRADE-IN (#87-86); (7) ONE OR MORE NEW COMPAQ DESK PRO 386-40 OR EQUAL (#87-88).

25. 1:30 P.M. - OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) JANITORIAL SERVICE FOR THE COURTHOUSE COMPLEX AND OTHER COUNTY BUILDINGS (#87-89); (2) FIVE OR MORE NEW FACSIMILE MACHINES (#87-90).

26. 1:45 P.M. - DRAINAGE DISTRICT BOARD WILL CONVENE.

27. APPROVE BILLS.

FILED FOR RECORD

28. ADJOURNMENT. TIME 3:10 ~~A.M.~~ P.M.

NOV 5 1987

Dianne Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

I CERTITY THAT THIS AGENDA WAS POSTED ON THE BULELTIN BOARD, COUNTY COURTHOUSE AND GLASS DOORS, COURTHOUSE ANNEX, RICHMOND, TEXAS ON THURSDAY, NOVEMBER 5, 1987 AT 3:20 p.m. BY D. Landry.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, NOVEMBER 9, 1987
1:45 O'CLOCK P.M.

1. CONSIDER ACCEPTANCE OF DRAINAGE EASEMENTS ALONG FULSHEAR CREEK IN PRECINCT 4.

2. CONSIDER ACCEPTANCE OF BUFFALO CREEK LATERAL EASEMENT IN PRCT. 2.

3. CONSIDER APPROVAL OF CONTRACT FOR ENGINEERING SERVICES IN THE AMOUNT OF $95,000 WITH VANSICKLE, MICKELSON & KLEIN, INC. FOR DITCH "H" LAND ACQUISITION AND IMPROVEMENTS IN PRECINCT 4.

4. CONSIDER APPROVING AGREEMENT WITH VIA LAND JOINT VENTURE FOR DITCH 1 RELOCATION IN PRECINCT 3.

5. CONSIDER APPROVING AGREEMENT BETWEEN CINCO RANCH VENTURE, VIA LAND JOINT VENTURE & FORT BEND COUNTY FOR RIGHT-OF-WAY EXCHANGE WITHIN WILLOW FORK OF BUFFALO BAYOU AND THE SOUTH DIVERSION IN PRECINCT 3.

6. CONSIDER RECOMMENDATIONS FROM THE DRAINAGE TASK FORCE COMMITTEE REGARDING THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL.

7. PRESENT AND DISCUSS MONTHLY DRAINAGE DISTRICT REPORT.

8. ADJOURNMENT.

FILED FOR RECORD
TIME 3:10 ~~A.M.~~ P.M.
NOV 5 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex

Judie E. Stavinoha
JUDIE 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, NOVEMBER 5, 1987 AT 3:20 p.m. BY D. Hendry.

REGULAR SESSION

BE IT REMEMBERED That on this 9TH day of NOVEMBER, 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 NOVEMBER 2, 1987:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of November 2, 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 transfer for DISTRICT ATTORNEY, LIBRARY, CONSTABLE #1 & 3, ROAD & BRIDGE 1 & 2, FM/LR 3 and deny line item transfer for Justice of Peace 2, Pl. 1. (Recorded in minutes in full)

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

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

5. CANVASS ELECTION RESULTS OF NOVEMBER 3 GENERAL ELECTION:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept the canvassed election results of November 3 General Election as submitted by Dianne Wilson, County Clerk. (Recorded in minutes in full)

6. CONSIDER ADOPTING AN ORDER CANVASSING RETURNS AND DECLARING RESULTS OF FORT BEND COUNTY L.I.D. #8 BOND & MAINTENANCE TAX ELECTION; PROVIDING DETAILS RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt an order canvassing returns and declaring results of Fort Bend County L.I.D. #8 Bond & Maintenance Tax election. (Recorded in minutes in full)

FOR - 3 votes
AGAINST - 0 votes

#3

00161

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

0034

On this the 8th day of November, 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:

Pct 1 R&B DEPT. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Fees & Services 0801-0047-4010	80,000.00	76,000.00	[4,000.00]
Uniforms Rental Clothing 0801-0047-7000	10,000.00	14,000.00	+4,000.00

DATE: November 6, 1987

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 1987 0034

On this the 9th day of November, 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)
District Attorney				
1050 0012 1063	Law Books	10,000.00	10,700.00	700.00
1050 0012 4010	Fees & Services	20,000.00	19,300.00	(700.00)

DATE: 11-5-87

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

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. 10-50-0030 Library / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1010 Property & Equip.	25,625.00	28,125.00	2,500.00
1020 Repairs to Equip.	3,000.00	1,500.00	(1,500.00)
2060 Janitor Supplies	17,695.00	16,695.00	(1,000.00)
4010 Fees & Services	81,734.00	77,734.00	(4,000.00)
7012 Building Repairs	27,000.00	31,000.00	4,000.00

DATE: 11-5-87

DEPARTMENT HEAD: R. S. Bechly

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 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. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1010 Property & Equipment	$2,287.53	$1,587.53	(700.00)
1062 Office Supplies	193.72	493.72	300.00
4011 Uniforms	716.35	$1,116.35	400.00

DATE: 11-5-87

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

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)
701 training	141.08	20.00	(121.08)
1062 office supplies	120.13	241.21	+121.08
1010 property	224.21	—	(224.21)
1062 office supplies	241.21	465.42	+224.21
3020 rentals	219.76	150.00	(69.76)
1062 office supplies	465.42	535.18	+69.76

DATE: 11-4-87

DEPARTMENT HEAD: _____

R. G. PARKER
CONSTABLE PCT. 3
FT. BEND CO., TEX.

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:

DEPT.	FROM	TO	INCREASE (DECREASE)
4011 uniforms	304.55	269.45	(35.10)
1062 office supplies	535.18	570.28	+ 35.10
700 travel	2878.90	2864.53	(14.37)
1062 office supplies	570.28	584.65	+ 14.37
700 travel	2864.53	2452.53	(412.00)
2000 utilities	342.76	754.76	+ 412.00

DATE: 11-4-87

DEPARTMENT HEAD: _____

R. G. PARKER
CONSTABLE PCT. 3
FT. BEND CO., TEX.

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:

DEPT.	FROM	TO	INCREASE (DECREASE)
700 travel	2452.53	2350.60	(101.93)
4010 fees	138.07	240.00	+101.93
700 travel	2350.60	2000.00	(350.60)
1062 office supplies	584.65	935.25	+350.60

DATE: 11-4-87

DEPARTMENT HEAD: _____

R. G. PARKER
CONSTABLE PCT. 3
FT. BEND CO., TEX.

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

3512

AS PER ORIGINAL 00168

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987 0034

On this the 9th day of November, 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)
080200487006	Tires & Tubes	$ 20,000.00	$ 12,000.00	($ 8,000.00)
080200485031	Road Material	400,000.00	408,000.00	$ 8,000.00

DATE: November 5, 1987

DEPT. 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 1987 0034

On this the 9th day of November, 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:

FM/LR 3-063 DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
ROAD MATERIALS - 5031	612,743.16	622,743.16	10,000.00
GAS & OIL - 7005	36,000.00	26,000.00	(10,000.00)

DATE: November 6, 1987

DEPARTMENT HEAD: Alton B. Pressley
Alton B. Pressley
Commissioner, Pct. #3

THE COUNTY OF FORT BEND

BY:

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

FT. BEND COUNTY, TEXAS
AMENDMENT ELECTION NOVEMBER 3, 1987

Total Number Voting		27494	
Precincts Reporting	66 of	66	100.00%

CONSTITUTIONAL AMENDMENT NO. 1

FOR	18078	65.75%
AGAINST	7222	26.26%
Total Votes Cast	27494	
Number Under Votes	2181	7.93%
Number Over Votes	13	. 4%

CONSTITUTIONAL AMENDMENT NO. 2

FOR	13299	48.37%
AGAINST	12272	44.63%
Total Votes Cast	27494	
Number Under Votes	1908	6.93%
Number Over Votes	15	. 5%

CONSTITUTIONAL AMENDMENT NO. 3

FOR	24178	87.93%
AGAINST	2378	8.64%
Total Votes Cast	27494	
Number Under Votes	924	3.36%
Number Over Votes	14	. 5%

CONSTITUTIONAL AMENDMENT NO. 4

FOR	16562	60.23%
AGAINST	9142	33.25%
Total Votes Cast	27494	
Number Under Votes	1781	6.47%
Number Over Votes	9	. 3%

00171

0034

CONSTITUTIONAL AMENDMENT NO. 5

FOR	14020	50.99%
AGAINST	11187	40.68%
Total Votes Cast	27494	
Number Under Votes	2271	8.25%
Number Over Votes	16	. 5%

CONSTITUTIONAL AMENDMENT NO. 6

FOR	14433	52.49%
AGAINST	10913	39.69%
Total Votes Cast	27494	
Number Under Votes	2131	7.75%
Number Over Votes	17	. 6%

CONSTITUTIONAL AMENDMENT NO. 7

FOR	11882	43.21%
AGAINST	12901	46.92%
Total Votes Cast	27494	
Number Under Votes	2694	9.79%
Number Over Votes	17	. 6%

CONSTITUTIONAL AMENDMENT NO. 8

FOR	19150	69.65%
AGAINST	6436	23.40%
Total Votes Cast	27494	
Number Under Votes	1897	6.89%
Number Over Votes	11	. 4%

CONSTITUTIONAL AMENDMENT NO. 9

FOR	13326	48.46%
AGAINST	12017	43.70%
Total Votes Cast	27494	
Number Under Votes	2135	7.76%
Number Over Votes	16	. 5%

CONSTITUTIONAL AMENDMENT NO. 10

FOR	14943	54.35%
AGAINST	10044	36.53%
Total Votes Cast	27494	
Number Under Votes	2482	9.02%
Number Over Votes	25	. 9%

CONSTITUTIONAL AMENDMENT NO. 11

FOR	13642	49.61%
AGAINST	10915	39.69%
Total Votes Cast	27494	
Number Under Votes	2926	10.64%
Number Over Votes	11	. 4%

CONSTITUTIONAL AMENDMENT NO. 12

FOR	23436	85.24%

00172

0034

AGAINST	2483	9.03%
Total Votes Cast	27494	
Number Under Votes	1559	5.67%
Number Over Votes	16	. 5%

CONSTITUTIONAL AMENDMENT NO. 13

FOR	19574	71.19%
AGAINST	5816	21.15%
Total Votes Cast	27494	
Number Under Votes	2092	7.60%
Number Over Votes	12	. 4%

CONSTITUTIONAL AMENDMENT NO. 14

FOR	19280	70.12%
AGAINST	6078	22.10%
Total Votes Cast	27494	
Number Under Votes	2119	7.70%
Number Over Votes	17	. 6%

CONSTITUTIONAL AMENDMENT NO. 15

FOR	15863	57.69%
AGAINST	6722	24.44%
Total Votes Cast	27494	
Number Under Votes	4896	17.80%
Number Over Votes	13	. 4%

CONSTITUTIONAL AMENDMENT NO. 16

FOR	18890	68.70%
AGAINST	6202	22.55%
Total Votes Cast	27494	
Number Under Votes	2391	8.69%
Number Over Votes	11	. 4%

CONSTITUTIONAL AMENDMENT NO. 17

FOR	15180	55.21%
AGAINST	8955	32.57%
Total Votes Cast	27494	
Number Under Votes	3350	12.18%
Number Over Votes	9	. 3%

CONSTITUTIONAL AMENDMENT NO. 18

FOR	15884	57.77%
AGAINST	8600	31.27%
Total Votes Cast	27494	
Number Under Votes	3001	10.91%
Number Over Votes	9	. 3%

CONSTITUTIONAL AMENDMENT NO. 19

FOR	18686	67.96%
AGAINST	6670	24.25%
Total Votes Cast	27494	

00173

0034

Number Under Votes	[illegible]	[illegible]
Number Over Votes	12	. 4%

CONSTITUTIONAL AMENDMENT NO. 20

FOR	15548	56.55%
AGAINST	9503	34.56%
Total Votes Cast	27494	
Number Under Votes	2435	8.85%
Number Over Votes	8	. 2%

CONSTITUTIONAL AMENDMENT NO. 21

FOR	12508	45.49%
AGAINST	11608	42.22%
Total Votes Cast	27494	
Number Under Votes	3371	12.26%
Number Over Votes	7	. 2%

CONSTITUTIONAL AMENDMENT NO. 22

FOR	16212	58.96%
AGAINST	9306	33.84%
Total Votes Cast	27494	
Number Under Votes	1956	7.11%
Number Over Votes	20	. 7%

CONSTITUTIONAL AMENDMENT NO. 23

FOR	18926	68.83%
AGAINST	6469	23.52%
Total Votes Cast	27494	
Number Under Votes	2088	7.59%
Number Over Votes	11	. 4%

CONSTITUTIONAL AMENDMENT NO. 24

FOR	14256	51.85%
AGAINST	10567	38.43%
Total Votes Cast	27494	
Number Under Votes	2659	9.67%
Number Over Votes	12	. 4%

CONSTITUTIONAL AMENDMENT NO. 25

FOR	18529	67.39%
AGAINST	4389	15.96%
Total Votes Cast	27494	
Number Under Votes	4568	16.61%
Number Over Votes	8	. 2%

REFERENDUM PROPOSITION NO. 1

FOR	13475	49.01%
AGAINST	12877	46.83%
Total Votes Cast	27494	
Number Under Votes	1104	4.01%
Number Over Votes	38	.13%

00174

0034

REFERENDUM PROPOSITION NO. 2

FOR	16322	59.36%
AGAINST	10754	39.11%
Total Votes Cast	27494	
Number Under Votes	406	1.47%
Number Over Votes	12	. 4%

COUNTY OPTION PROPOSITION NO. 1

FOR	15868	57.71%
AGAINST	10934	39.76%
Total Votes Cast	27494	
Number Under Votes	676	2.45%
Number Over Votes	16	. 5%

CITY OF HOUSTON MAYOR

RICHARD "DICK" DIMOND	105	3.11%
"SHELBY" B. ORINGDERFF	35	1.03%
BILL ANDERSON	171	5.07%
KATHRYN J. "KATHY" WHITMIRE	2763	82.01%
MARY J. PRITCHARD	54	1.60%
GLENN EDWARD ARNETT, JR.	46	1.36%
DON W. GEIL	16	.47%
----------	38	1.12%
Total Votes Cast	3369	
Number Under Votes	137	4.06%
Number Over Votes	4	.11%

CITY OF HOUSTON COUNCIL MEMBER DIST. C

CATHY MINCBERG	949	38.65%
DOROTHY FARRINGTON CARAM	89	3.62%
VINCE RYAN	406	16.53%
BARBARA GOLDFIELD	854	34.78%
STEPHEN G. SHIMER	27	1.09%
----------	16	.65%
Total Votes Cast	2455	
Number Under Votes	107	4.35%
Number Over Votes	7	.28%

CITY OF HOUSTON COUNCIL MEMBER DIST. D

RODNEY ELLIS	519	63.83%
CLEVELAND GITE	230	28.29%
----------	5	.61%
Total Votes Cast	813	
Number Under Votes	57	7.01%
Number Over Votes	2	.24%

CITY OF HOUSTON COUNCIL MEMBER DIST. F

JOHN G. GOODNER	85	84.15%
----------	3	2.97%
Total Votes Cast	101	
Number Under Votes	13	12.87%
Number Over Votes	0	. 0%

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CITY OF HOUSTON COUNCIL MEMBER POS. 1

JIM WESTMORELAND	2335	69.30%
HERMAN LAUHOFF	154	4.57%
RAY HILL	446	13.23%
----------	32	.94%
Total Votes Cast	3369	
Number Under Votes	400	11.87%
Number Over Votes	2	. 5%

CITY OF HOUSTON COUNCIL MEMBER POS. 2

ELEANOR TINSLEY	2675	79.40%
LON P. ARNETT	228	6.76%
CHRIS SARABIA	208	6.17%
----------	17	.50%
Total Votes Cast	3369	
Number Under Votes	240	7.12%
Number Over Votes	1	. 2%

CITY OF HOUSTON COUNCIL MEMBER POS. 3

JIM GREENWOOD	2690	79.84%
----------	57	1.69%
Total Votes Cast	3369	
Number Under Votes	621	18.43%
Number Over Votes	1	. 2%

CITY OF HOUSTON COUNCIL MEMBER POS. 4

ANTHONY HALL	2902	86.13%
----------	63	1.86%
Total Votes Cast	3369	
Number Under Votes	404	11.99%
Number Over Votes	0	. 0%

CITY OF HOUSTON COUNCIL MEMBER POS. 5

JUDSON ROBINSON, JR.	2838	84.23%
----------	56	1.66%
Total Votes Cast	3369	
Number Under Votes	475	14.09%
Number Over Votes	0	. 0%

CITY OF HOUSTON CITY CONTROLLER

FRED HARPER	332	9.85%
JAMIE G. HOUSE	872	25.88%
GEORGE GREANIAS	1540	45.71%
THELDON R. BRANCH, III	302	8.96%
----------	26	.77%
Total Votes Cast	3369	
Number Under Votes	296	8.78%
Number Over Votes	1	. 2%

TOTAL BALLOTS CAST	30863
TOTAL TYPE 1 BALLOTS	27494
TOTAL TYPE 2 BALLOTS	3369

THE STATE OF TEXAS ⧫
⧫
COUNTY OF FORT BEND ⧫

The Commissioners' Court of Fort Bend County, Texas, convened in SPECIAL SESSION AT A REGULAR TERM OF SAID COURT, open to the public, on the 9th day of November, 1987, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners' Court and officer of the County, to-wit:

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

and all of said persons were present. Whereupon, among other business the following was transacted at said meeting: a written order entitled:

ORDER CANVASSING RETURNS AND DECLARING RESULTS OF FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8 BOND AND MAINTENANCE TAX ELECTION; PROVIDING DETAILS RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION

(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 NOES: NONE

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

orig. in file drawer

ORDER CANVASSING RETURNS AND DECLARING
RESULTS OF FORT BEND COUNTY
LEVEE IMPROVEMENT DISTRICT NO. 8
BOND AND MAINTENANCE TAX ELECTION;
PROVIDING DETAILS RELATING THERETO; AND
CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION

WHEREAS, there was held within the boundaries of Fort Bend County Levee Improvement District No. 8 on the 3rd day of November, 1987, a Bond and Maintenance Tax Election at which was submitted to the duly qualified resident electors of said District the propositions specified below; and

WHEREAS, the returns of said election have been certified to this Court by the appropriate election officials; and

WHEREAS, the returns state that the duly qualified electors of the District cast at said election 3 ballots for each proposition, as follows:

PROPOSITION NO. I

FOR	THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS	3 votes
AGAINST	THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS	0 votes
MAJORITY	FOR (For or Against) THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS	3 votes

PROPOSITION NO. II

FOR	A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS ($0.25) PER ONE HUNDRED DOLLARS ($100.00) VALUATION	3 votes
AGAINST	A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS ($0.25) PER ONE HUNDRED DOLLARS ($100.00) VALUATION	0 votes
MAJORITY	FOR (For or Against) A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS ($0.25) PER ONE HUNDRED DOLLARS ($100.00) VALUATION	3 votes

and

WHEREAS, the election was called and held in all respects under and in strict conformity with the Constitution and laws of the State of Texas and the United States of America; and

WHEREAS, this meeting of the Court is the first session after said election; Now, Therefore

BE IT ORDERED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1: The matters and facts recited in the preamble hereto are hereby found to be true and correct.

Section 2: The election was duly called and notice thereof given in accordance with the law; said election was held in the manner required by law; due returns of said election have been made by the proper officers; only duly qualified resident electors of Fort Bend County Levee Improvement District No. 8

were permitted to vote at said election; said election has resulted favorably to the issuance of the bonds and the levy of taxes to pay for the bonds and to the levy of a maintenance tax, all as described in the preamble hereof; and a majority of the qualified voters voting at said election have voted in favor of the issuance of said bonds and the levy of taxes to pay for the bonds and for the levy of a maintenance tax.

Section 3: The District is now authorized to issue all of said bonds and levy and collect taxes in payment of the bonds, and to levy the maintenance tax and do all other things necessary and convenient in connection therewith.

PASSED AND APPROVED this 9th day of November, 1987.

Jodie E. Stavinoha, County Judge
Fort Bend County, Texas

ATTEST:

Dianne Wilson, County Clerk

(SEAL)

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 9th day of November 1987, together with 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 the same appears of record in the minutes of said Court on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS this 9 day of November, 1987.

(SEAL)

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

Orig. in file drawer

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17-3756 - Tally List (1-86) Hart Graphics - Austin, Texas

Prescribed by Secretary of State
Section 65.004, V.T.C.A., Election Code

TALLY LIST

OF THE

Bond and Maintenance Tax **ELECTION**

HELD ON THE

3rd DAY OF November 19 87

At 12042 Highway 6, Fresno, Texas

In Election Precinct No. 1

In Fort Bend County, Texas

AS MANY AS 1200 TALLIES PER CANDIDATE

(Use as many lines or as few lines as necessary for each candidate or proposition. There are 150 tallies for each single line.)

This Form is prescribed in accordance with the Texas Election Code.

(See last page of Tally List for Instructions and Certificate.)

PLACE THIS COPY IN ENVELOPE NO. 1 — WHITE

Orig. in file drawer

AS PER ORIGINAL

If the election is for the purpose of voting on candidates for office, indicate the name of the office in the 1st column and the names of the candidates in the 2nd column, allowing as many lines as necessary for each candidate as there are votes cast in the election. If the election is for the purpose of voting for or against certain propositions, indicate the words "FOR" and "AGAINST" in the 1st column and the various propositions should be listed in column two, allowing as many lines as necessary for the affirmative and for the negative on each proposition as there are votes cast in the election.

OFFICE OR "FOR" AND "AGAINST"	CANDIDATES OR PROPOSITIONS	5	10	15	20	25	30	35	40	45	50	55
FOR	THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS	///										
AGAINST	THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS											
FOR	A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS PER ONE HUNDRED DOLLARS VALUATION	///										
AGAINST	A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS PER ONE HUNDRED DOLLARS VALUATION											
		5	10	15	20	25	30	35	40	45	50	55

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AS PER ORIGINAL

17-9318 Statement of Compensation and Oaths (186)
Prescirbed by Secretary of State
Sections 32.094, 62.003 and 64.034, V.T.C.A., Election Code

STATEMENT OF COMPENSATION and OATHS

"I swear (or affirm) that I will not in any manner request or seek to persuade or induce any voter to vote for or against any candidate or measure to be voted on, and that I will faithfully perform my duty as officer of the election and guard the purity of the election." "I swear (or affirm) that I will not suggest, by word, sign or gesture, how the voter should vote: I will confine my assistance to answering the voter's questions, to stating the propositions on the ballot, and to naming candidates and, if listed, their political parties: and I will prepare the voter's ballot as the voter directs."

Pct. No.	Authority conducting the election
1	Fort Bend Co. LID #8
Date	Type of Election
11/3/87	Bond + Maintenance Tax

	Name of Election Official	Address	Signature	Hours worked from	Hours worked to	Total	Amount paid*	
1	Donald C. Harley	P.O. Box 1186, RT. 1 Fresno 77545		7	7			1
2								2
3								3
4								4
5								5
6								6
7								7
8								8
9								9
10								10
11								11
12								12
.	Name of Person/Persons who Delivered Election Supplies							
1	Donald Harley							
2								

Amount of Compensation to be allocated to each person who delivered supplies . . . . . .

Other expenses (describe) . . . . . .

TOTAL

I state that the above is a true and correct statement of the names, addresses and hours served of all of the election officials conducting the above named election and of the other expenses incurred in this election.

*To be filled in by authority conducting election unless authority instructs presiding judge to complete.

PRESIDING JUDGE

RETURN IN ENVELOPE NO. 2

PC3:FBLID8/008

ELECTION RETURNS

THE STATE OF TEXAS
COUNTY OF FORT BEND
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 8

The undersigned officer, appointed to hold a BOND AND MAINTENANCE TAX ELECTION within Fort Bend County Levee Improvement District No. 8, now certifies that:

I.

Said election was held on the 3rd day of November, 1987, at 12042 U.S. Highway 6, Fort Bend County, Texas, within said District, as provided in the Order of the County Judge and Commissioners' Court of Fort Bend County, Texas calling said election, dated the 5th day of October, 1987.

II.

Only duly qualified resident voters, who presented themselves to vote or voted absentee, voted at said election.

III.

A total of 3 votes were cast at said election of all duly qualified resident voters as follows:

PROPOSITION I

FOR: THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS 3

AGAINST: THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS 0

MAJORITY: For (For or Against) THE ISSUANCE OF BONDS AND THE LEVY OF TAXES TO PAY FOR THE BONDS 3

PC3:FBLID8/008

PROPOSITION II

FOR: A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS PER ONE HUNDRED DOLLARS VALUATION

3

AGAINST: A MAINTENANCE TAX OF NOT TO EXCEED TWENTY-FIVE CENTS PER ONE HUNDRED DOLLARS VALUATION

0

MAJORITY: For (For or Against) A MAINTENANCE TAX OR NOT TO EXCEED TWENTY-FIVE CENTS PER ONE HUNDRED DOLLARS VALUATION

3

IV.

These returns are made in triplicate. The Presiding Judge has retained one copy and we submit one copy to the Fort Bend County Clerk and one copy to the County Judge of Fort Bend County, Texas.

V.

We have delivered the ballot boxes and other election records and supplies to the Commissioners' Court of Fort Bend County, Texas.

WITNESS OUR HANDS, this 3rd day of November, 1987.

Presiding Judge

7. MAYOR LEONARD SCARCELLA, CITY OF STAFFORD; MAYOR SUE TROYAN, CITY OF MEADOWS, & MR. JERRY EAGLESON, RE: PROPOSED SITE FOR EAST END BRANCH OF COUNTY LIBRARY:

Jerry Eagleson representing Houston Community College discussed the proposed east end branch library.

8. AMEND BUDGET FOR FEES & SERVICES, 328TH DISTRICT COURT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to amend 328th District Court's budget for fees & services by $4,500. Funds to come from Contingency Fund - an emergency is declared.

9. SHERIFF GUS GEORGE, RE: REQUEST TO DISPOSE OF OUTDATED REFRIGERATOR:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to remove from Sheriff's inventory and allow disposing of outdated refrigerator. (Recorded in minutes in full)

10. JUDGE GEORGE MOLINA, PRCT. 2, PLACE 1 JUSTICE OF THE PEACE, RE: REQUEST FOR PART-TIME OR FULL-TIME CLERK:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Lutts voting no, Commissioner Pressley voting no and Judge Stavinoha voting yes, it is ordered to authorize Justice of Peace #2, Place 1, one Clerk I position at an annualized salary of $12,688 plus benefits effective immediately. (Recorded in minutes in (full)

George Molina, Justice of Peace #2, Place 1 request an additional full-time clerk beginning immediately due to work load.

11. MR. DENNIS MCAFEE, CHIEF JUVENILE PROBATION OFFICER, RE: REQUEST TO ADVERTISE FOR BIDS FOR AUTOMOBILE (1988 FUNDS AVAILABLE):

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for automobile to come out of 1988 fund.

12. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: PRESENTATION OF 1986 ANNUAL REPORT AND JULY & AUGUST MONTHLY REPORTS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept report as presented by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

13. CONSIDER VOTING FOR CENTRAL APPRAISAL DISTRICT DIRECTORS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting no, it is ordered to postpone.

14. CONSIDER APPROVAL OF E.M.S. DISPATCH AGREEMENT BETWEEN CITY OF BEASLEY, BEASLEY FIRE DEPT. & FORT BEND COUNTY:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve E.M.S. Dispatch Agreement between City of Beasley, Beasley Fire Dept. and Fort Bend County as presented by Daniel Kosler, E.M.S. Director. (Recorded in minutes in full)

AGENDA ITEM 9

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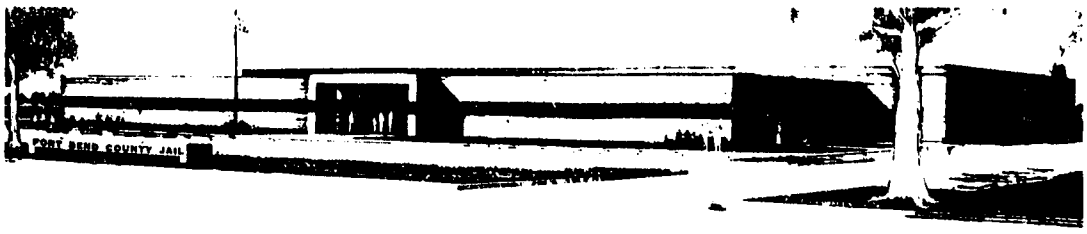
713/342-6116

STATE OF TEXAS COUNTY OF FORT BEND



GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

November 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, November 9, 1987.

> This department is in possession of an old refrigerator, county tag number R0270249, purchased prior to 12/31/82 at an estimated cost of $200.00. It is unfeasible at this time to repair this refrigerator and due to the danger of storing old refrigerators, it is requested you authorize this department to remove this refrigerator to the landfill for disposition.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Mrs. Joyce Tompkins, County Auditor
Mr. John Hammett, County Purchasing Agent

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00188

FORT BEND COUNTY, TEXAS
COUNTY AUDITOR'S FORM 1055-A
Rev 2/87

AS PER ORIGINAL

MONTH OF OCTOBER, 1987

RECAP
DISPOSITION OF DOCKET NUMBERS

JUSTICE OF THE PEACE PCT 2 -1

JUDGE R. GEORGE MOLINA

CRIMINAL	NUMBER OF CASES	TOTAL DISMISSED	TOTAL PAID	AMOUNT	TOTAL OPEN CASES
A. TOTAL NEW CASES	307	34	121	$ 5,440.00	152
B. TOTAL "OPEN" CARRY-FORWARD CASES	549	61	193	$ 10,484.50	298
C. GRAND TOTAL CRIMINAL	856	95	314	$ 15,924.50	450
CIVIL					
D. TOTAL NEW CASES	80			$ 3,429.50	

FORT BEND COUNTY, TEXAS
COUNTY AUSITOR'S FORM 1025
Rev. 8-87

00189

AS PER ORIGINAL

RECAP OF MONTHLY REPORT OF:

R. GEORGE MOLINA

FOR THE MONTH OF OCTOBER 1987

DEPOSITS:	DATES OF DEPOSIT	AMOUNT
FIRST WEEK:	October 1, thru October 9,1987	$ 4,224.50
SECOND WEEK:	October 10, thru October 16, 1987	$ 3,525.00
THIRD WEEK:	October 17, thru October 23,1987	$ 5,761.00
FOURTH WEEK:	October 24, thru October 30,1987	$ 3,822.00
FIFTH WEEK:	October 30, 1987 ($636.50 plus $1385.00)	$ 2,021.50
	Total Monthly Deposits	$ 19,354.00

DISTRIBUTION OF MONIES COLLECTED

FEES OF OFFICE:

FINES	11,328.50	CRIMINAL	
C OURT COSTS	899.50	CIVIL	
	TOTAL FEES OF OFFICE		$ 12,228.00
DEPOSITS FOR COSTS:	463.50		$ 463.50
WORTHLESS CHECK FEE	50.00		$ 50.00
SHERIFF CRIMINAL	21.00		$ 21.00
ANIMAL CONTROL			$

	CRIMINAL	CIVIL	TOTALS	
JURY FEES:				
			$	$
CONSTABLES:				
1			$	$
2.		2,530.00	$	
3.			$	
4.			$	
		TOTAL CONSTABLE FEES:		$ 2,530.00

NUMBER OF CASES:		TOTALS
D.P.S. 218	@3.00 EACH	$ 654.00
D.P.S. INS. 6	@ 75.00 x 90% TO STATE	$ 405.00
P & WL 3	@ 3.00 a/o 85% TO STATE	$ 519.00
T.A.B.C.	@ 3.00 EACH	$
LIC. & WT.	100% TO STATE COMP.	$
OTHER	@ 3.00 EACH	$
	TOTAL OTHER AGENCIES:	$

COURT TAXES:		
L.I.M.F. # CASES 203	$.50 EACH	$ 101.50
CJPF # CASES 236	@ 5.00 EACH	$ 1,180.00
LEOSE # CASES 234	@ 1.00 EACH	$ 234.00
CVCF # CASES 245	@ 3.00 EACH	$ 735.00
JCPTF # CASES 233	@ 1.00 EACH	$ 233.00
	TOTAL COURT TAXES:	$ 2,483.50

MISC:		TOTALS
OUT OF COUNTY FEES		$
CASH BOND REFUNDS		$
OTHER		$
	TOTAL MISC. FEES:	$

TOTAL FEES COLLECTED: $ 19,354.00

RECEIPT NO:

CIVIL: 373448 TO 373517

CRIMINAL: 373363 TO 373758

FROM DATES: 10-1-87 TO 10-30-87

FORT BEND COUNTY, TEXAS
COUNTY AUDITOR'S FORM 1055-A
Rev 2/87

AS PER ORIGINAL

MONTH OF SEPTEMBER, 1987

RECAP
DISPOSITION OF DOCKET NUMBERS

JUSTICE OF THE PEACE PCT 2-1

JUDGE R. GEORGE MOLINA

CRIMINAL	NUMBER OF CASES	TOTAL DISMISSED	TOTAL PAID	AMOUNT	TOTAL OPEN CASES
A. TOTAL NEW CASES	436	119	122	$ 4,837.50	195
B. TOTAL "OPEN" CARRY FORWARD CASES	572	81	137	$ 8,621.50	354
C. GRAND TOTAL CRIMINAL	1008	200	259	$ 13,459.00	549
CIVIL					
D. TOTAL NEW CASES	51			$ 2,248.00	

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FORT BEND COUNTY, TEXAS
COUNTY AUDITOR'S FORM 1025
Rev 8-87

RECAP OF MONTHLY REPORT OF:

R. GEORGE MOLINA

FOR THE MONTH OF SEPTEMBER, 1987

DEPOSITS:	DATES OF COLLECTION	AMOUNT
FIRST WEEK:	Sept. 1, thru., Sept. 4,1987	$ 1,020.00
SECOND WEEK:	Sept. 4, thru, Sept. 11, 1987	$ 2,891.00
THIRD WEEK:	Sept. 14, thru, Sept. 18, 1987	$ 1,517.50
FOURTH WEEK:	Sept. 18, thru. Sept. 24,1987	$ 2,713.50
FIFTH WEEK:	~~Sept. 25, thru, Sept. 30,1987~~	$ 7,565.00
	Total Monthly Deposits	$ 15,707.00

DISTRIBUTION OF MONIES COLLECTED

FEES OF OFFICE:
Fines: 9,913.00 CRIMINAL
Court Costs: 638.00 CIVIL

TOTAL FEES OF OFFICE: $ 10,551.00

DEPOSITS FOR COSTS: 500.00 $ 500.00

WORTHLESS CHECK FEE: 50.00 $ 50.00
SHERIFF CRIMINAL: 12.00 $ 12.00
ANIMAL CONTROL: $

JURY FEES:	CRIMINAL	CIVIL	Totals	
			$	$

CONSTABLES:			
1.			$
2.		1,610.00	$ 1,610.00
3.			$
4.			$

TOTAL CONSTABLE FEES: $ 1,610.00

	# of cases		Totals
D.P.S.	209	@ 3.00 EACH	$ 627.00
O.P.S. Ins	2	@ 75.00 x 90% TO STATE	$ 135.00
P & WL		@ $3.00 a/o 85% TO STATE	$
T.A.B.C.		@ $3.00 EACH	$
LIC & WT		100% TO STATE COMP.	$
OTHER		@ $3.00 EACH	$

TOTAL OTHER AGENCIES: $ 762.00

COURT TAXES:				Totals
LIMF	# Cases	95	$ .50 EACH	$ 48.00
CJPF	# CASES	217	@ $5.00 EACH	$ 1,085.00
LEOSE	# CASES	221	@ $1.00 EACH	$ 221.00
CVCF	# CASES	217	@ $3.00 EACH	$ 651.00
JCPTF	# CASES	217	@ $1.00 EACH	$ 217.00

TOTAL COURT TAXES: $ 2,222.00

MISC:		Totals
OUT OF COUNTY FEES		$
CASH BOND REFUNDS		$
OTHER		$

TOTAL MISC. FEES: $

TOTAL FEES COLLECTED: $ 15,707.00

RECEIPT NO:
CIVIL: 373403 TO 373447
CRIMINAL: 373151 TO 373362
FROM DATES: 9-1-87 TO 9-30-87

I herewith submit the monthly report which I certify to be true and correct to the best of my knowledge.

R. George Molina 10/8/87
Judge Date

BY: Mary Sulais 10/8/87

November 5, 1987

TO: COMMISSIONERS COURT

FROM: MARSHA P. GAINES
TAX ASSESSOR-COLLECTOR

SUBJECT: ANNUAL/MONTHLY REPORTS

Since there are so many year endings in the tax office; for your benefit we will from now on report to you on the calendar and budget year. We are preparing forms to be used. The information will be on our P.C., and the information will be readily available to you upon request. The report will now include all of the fee's collected and disbursed by the office monthly in the tax department as well as the automobile department, tax research and beer and liquor. The report will be brokendown by catagory, and a separate column for the $5.00 road and bridge.

We now have the capabilities to carry over into the next month to post accounts paid. We do not close out the preceeding month 'til the end of the next month; this gives a true picture of month to month. So the reports will be one month behind.

These reports will be presented monthly, and will include month to date and year to date. It will also include deliquencies as a total, and not by year.

This is an effort to keep you informed with the county's accounts receivable. If you would like any additional information; the report presented a different way or anything, please let me know. The report will help you see where you are in funding the 66% of the entire budget that comes from this office.

My office is here to serve the taxpayers and you, please call if we may help in anyway.

Marsha

LEGEND

1987 Tax Collection January 1987 - August 1987

BO/PBI	Backout/Post Back In
Suppl	Supplemental
Delq	Delinquent
Db/Mtd	Disbursed/Month to date
Del Atty	Delinquent Attorney
Comm	Commission
UNL RDS	Unlimited Roads
TAX TOT	Tax Totals
Db/Ytd	Disbursed/Year to date
Col/Ytd	Collected/Year to date
Tot/Ytd	Total/Year to date
Comm Ern	Commissions Earned
Comm RB	Commissions Road & Bridge
$5.00 RB	$5.00 Road & Bridge
Comm Pd	Commissions Paid
INT ERN	Interest Earned
Int/Mtd	Interest Month to date
Int/Ytd	Interest Year to date

0193

AS PER ORIGINAL

1987 TAX COLLECTION JANUARY 1987 - AUGUST 1987

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST
COUNTY								
Current	$ 9,918,458.76	$ 471,037.84	$ 313,120.53	$ 241,636.59	$ 278,178.01	$ 459,169.19	$	$
BO/PBI	-5,706.86	-6,782.69	-4,189.97	-442.36		-1,219.36	-5,163.44	-3,805.98
Suppl	192,858.61	21,649.45	18,248.52	41,220.14	12,736.72	28,697.43	20,264.34	13,544.60
Delq	109,452.23	139,613.42	67,786.77	106,252.75	69,450.94	47,537.97	141,292.40	391,836.79
Collect	10,215,062.74	625,518.02	394,965.85	388,667.12	360,365.67	534,185.23	156,393.30	401,575.41
Db/Mtd	10,195,726.95	600,576.49	383,538.67	372,313.28	348,053.54	526,017.32	133,326.34	338,953.75
Del Atty	19,335.79	24,941.53	11,427.18	16,353.84	12,312.13	8,167.91	23,066.96	62,621.66
DRAINAGE								
Current	1,419,740.42	67,424.57	44,827.56	34,594.96	39,814.26	65,732.75		
BO/PBI	-995.94	-1,298.81	-741.69	-72.58		-210.24	-782.60	-539.64
Suppl	26,513.58	2,084.01	2,046.41	6,463.09	2,043.60	5,350.55	4,239.51	2,498.74
Delq	20,397.37	32,578.78	14,714.88	20,354.76	14,329.30	9,660.27	22,796.95	65,099.56
Collect	1,465,655.43	100,788.55	60,847.16	61,340.23	56,187.16	80,533.33	26,253.86	67,058.66
Db/Mtd	1,402,951.64	90,255.97	55,613.83	55,175.91	51,073.87	75,436.18	20,840.82	52,087.09
Del Atty	3,057.78	4,872.19	2,063.75	2,692.96	2,149.26	1,392.75	3,222.99	9,034.20
Comm	59,646.01	5,660.39	3,169.58	3,471.36	2,964.03	3,704.40	2,190.05	5,937.37
LRFC								
Current	1,557,728.20	73,516.90	48,566.46	37,596.46	42,981.54	71,623.00		
BO/PBI	-1,006.52	-1,287.13	-781.17	-83.52		-231.09	-881.01	-693.29
Suppl	30,556.80	3,981.54	3,110.20	6,772.89	2,099.16	6,412.82	5,058.34	2,399.14
Delq	19,535.58	27,324.22	12,674.18	19,230.03	12,635.87	8,709.50	23,082.98	64,615.67
Collect	1,606,814.15	103,535.53	63,569.67	63,515.86	57,716.57	86,514.23	27,260.31	66,321.52
Db/Mtd	1,573,701.08	100,098.70	61,664.64	61,284.04	55,930.36	84,348.41	25,560.93	61,764.26
Comm	33,112.98	3,436.83	1,905.03	2,231.82	1,786.21	2,165.82	1,699.38	4,557.26
ROADS								
Suppl						.12		
Delq		1.61	1.69		195.00	1.16	.25	50.01
Collect		1.61	1.69		195.00	1.28	.25	50.01
Db/Mtd		1.29	1.35		155.02	1.01	.19	39.74
Del Atty		.24	.25		29.25	.18	.04	7.51
Comm		.08	.09		10.73	.09	.02	2.76
UNL RDS								
Suppl						.06		
Delq	163.75	467.00	494.53	190.66	382.47	278.05	580.70	1,266.68
Collect	163.75	467.00	494.53	190.66	382.47	278.11	580.70	1,266.68
Db/Mtd	127.76	364.32	385.76	148.73	298.28	221.88	452.93	987.98
Del Atty	24.55	70.01	74.17	28.59	57.39	36.74	87.11	190.02
Comm	11.44	32.67	34.60	13.34	26.80	19.49	40.66	88.68

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AS PER ORIGINAL

STATE								
Suppl		16.39				4.30		
Delq	38.08	185.34	57.16	40.00	194.85	83.28	180.65	543.41
Collect	38.08	201.73	57.16	40.00	194.85	87.58	180.65	543.41
Db/Mtd	32.38	173.94	48.60	34.00	165.59	76.74	153.53	461.89
Del Atty	5.70	27.79	8.56	6.00	29.26	10.84	27.12	81.52
TAX TOT								
Db/Mtd	13,172,539.81	791,470.71	501,252.85	488,955.96	455,676.66	686,101.54	180,334.74	454,294.71
Del Atty	22,423.82	29,911.76	13,573.91	19,081.39	14,577.29	9,608.42	26,404.22	71,934.91
Comm	92,770.43	9,129.97	5,109.30	5,716.52	4,787.77	5,889.80	3,930.11	10,586.07
Collect	13,287,734.06	830,512.44	519,936.06	513,753.87	475,041.72	701,599.76	210,669.07	536,815.69
Db/Ytd	13,172,539.81	13,964,010.52	14,465,263.37	14,954,219.33	15,409,895.99	16,095,997.53	16,276,332.27	16,730,626.98
Del Atty	22,423.82	52,335.58	65,909.49	84,990.88	99,568.17	109,176.59	135,580.81	207,515.72
Comm	92,770.43	101,900.40	107,009.70	112,726.22	117,513.99	123,403.79	127,333.90	137,919.97
Collect	13,287,734.06	14,118,246.50	14,638,182.56	15,151,936.43	15,626,978.15	16,328,577.91	16,539,246.98	17,076,062.67
BEER & LIQUOR								
State	4,018.50	3,876.00	4,693.00	5,077.75	5,818.75	5,310.50	6,365.00	5,225.00
County	3,312.50	2,500.00	4,150.00	3,367.50	5,392.50	3,547.50	4,445.00	4,317.50
Comm	274.00	259.50	328.50	355.25	381.75	350.00	423.50	327.00
Collect	7,605.00	6,635.50	9,171.50	8,800.50	11,593.00	9,208.00	11,233.50	9,869.50
Db/Ytd	3,586.50	6,346.00	10,824.50	14,547.50	20,321.50	24,219.00	29,087.50	33,732.00
Col/Ytd	7,605.00	14,240.50	23,412.00	32,212.50	43,805.50	53,013.50	64,247.00	74,116.50
HIGHWAY								
Tot/ytd								8,798,610.32
$5.00 RB								793,735.00
Comm Ern								486,063.97
Comm RB								780,422.95
Comm Pd								4,938.90
INT ERN								
Taxes	57,468.11	77,489.98	23,575.08	3,187.85	1,238.16	1,900.96	2,076.59	1,773.01
Beer&Liq	58.39	55.46	59.04	60.84	57.39	65.84	55.20	74.60
Highway	1,576.87	1,461.19	2,461.32	3,250.16	1,494.73	1,265.03	1,319.59	1,318.34
Int/Mtd	59,103.37	79,006.63	26,095.44	6,498.85	2,790.28	3,231.83	3,451.38	3,165.95
Int/Ytd	59,103.37	138,110.00	164,205.44	170,704.29	173,494.57	176,726.40	180,177.78	183,343.73

ANNUAL REPORT

Tax Year 1986

July 1, 1986 - June 30, 1987

COUNTY

DEBITS:

July 1986 - June 1987

1986 Tax Roll	$25,991,773.11
Discount	(158,710.93)
Penalty & Interest	153,019.66
Backouts	(91,599.34)
Discount	324.18
Posted Back In	60,115.60
Discount	(218.36)
Supplemental	358,762.18
Discount	(134.33)
Redemption	1,248,935.12
Ag Penalty	4,063.09
Beer & Liquor	108,514.50
Total Debits	$27,674,844.48

CREDITS:

Uncollected:

Delinquent Roll/Ag Penalty	$ 1,352,203.03
Error Off Roll/Ag Penalty	422,513.80

Treasurer Receipts:

July	185,672.93	January	10,195,726.95
August	59,873.62	February	600,576.49
September	113,667.25	March	383,538.67
October	33,559.90	April	372,313.28
November	3,027,306.05	May	348,053.54
December	9,735,767.07	June	526,017.32

$25,582,073.07

Beer & Liquor Fees:

July	5,266.75	January	3,586.50
August	4,598.75	February	2,759.50
September	5,192.00	March	4,478.50
October	5,068.25	April	3,722.75
November	2,651.75	May	5,774.25
December	3,297.25	June	3,897.50

$ 50,293.75

State Fees $ 58,220.75

Commission Paid Delinquent Attorney

County	$ 177,324.04
LRFC	32,216.04
Total Credits	$27,674,844.48

July 1, 1986 - June 30, 1987

DRAINAGE

DEBITS:

July 1986 - June 1987

1986 Tax Roll	$3,720,488.53
Discount	(22,719.06)
Penalty & Interest	21,904.26
Backouts	(16,629.11)
Discount	60.32
Posted Back In	10,897.29
Discount	(39.30)
Supplemental	53,375.33
Discount	(19.25)
Redemption	250,426.03
Ag Penalty	581.60
Total Debits	$4,018,326.64

CREDITS:

Uncollected:

Delinquent Roll/ Ag Penalty	$ 193,567.78
Error Off Roll/Ag Penalty	60,452.17

Treasurer Receipts:

July	33,153.22	January	1,402,951.64
August	10,906.13	February	90,255.97
September	21,295.41	March	55,613.83
October	5,831.21	April	55,175.91
November	419,668.58	May	51,073.87
December	1,344,141.57	June	75,436.18

	$3,565,503.52
Commission Paid Delinquent Attorney	$ 35,710.09
Commission for Collecting	$ 163,093.08
Total Credits	$4,018,326.64

July 1, 1986 - June 30, 1987

AS PER ORIGINAL

LRFC

DEBITS:

July 1986 - June 1987

1986 Tax Roll	$4,337,389.99
Discount	(24,613.54)
Penalty & Interest	23,881.82
Backouts	(16,170.25)
Discount	57.84
Posted Back In	10,332.04
Discount	(37.11)
Supplemental	61,947.90
Discount	(21.04)
Redemption	226,682.04
Ag Penalty	639.50
Total Debits	$4,337,389.99

CREDITS:

Uncollected:

Delinquent Roll/Ag Penalty	$ 211,603.85
Error Off Roll/Ag Penalty	67,559.88

Treasurer Receipts:

July	36,508.79	January	1,573,701.08
August	12,521.66	February	100,098.70
September	22,425.33	March	61,664.64
October	6,755.96	April	61,284.04
November	465,520.54	May	55,930.36
December	1,484,768.73	June	84,348.41

$3,965,528.24

Commission for Collecting $ 92,698.02

Total Credits $4,337,389.99

July 1, 1986 - June 30, 1987

AS PER ORIGINAL

WHARTON COUNTY JR COLLEGE

DEBITS:

July 1986 - June 1987

1986 Tax Roll	$197,344.95
Discount	-0-
Penalty & Interest	2,274.40
Backouts	(493.86)
Posted Back In	275.74
Supplemental	1,174.78
Redemption	10,457.72
Ag Penalty	48.17
Total Debits	$211,081.90

CREDITS:

Uncollected:

Delinquent Roll/Ag Penalty	$ 22,093.85
Error Off Roll/Ag Penalty	2,310.12

Treasurer Receipts:

July	573.00	January	41,289.18
August	544.65	February	6,035.78
September	906.46	March	5,142.07
October	367.70	April	4,457.82
November	46,910.32	May	7,731.02
December	65,319.07	June	4,102.40

	$183,379.47
Commission Paid Delinquent Attorney	$ 1,432.15
Commission for Collecting	$ 1,866.31
Total Credits	$211,081.90

July 1, 1986 - June 30, 1987

AS PER ORIGINAL

UNLIMITED ROADS

DEBITS:

July 1986 - June 1987

Supplemental	$ .06
Redemption	7,471.37
Total Debits	$7,471.43

CREDITS:

Treasurer Receipts:

July	3,159.41	January	127.76
August	181.97	February	364.32
September	47.79	March	385.76
October	52.45	April	148.73
November	277.99	May	298.28
December	566.94	June	221.88

	$5,833.28
Commission Paid Delinquent Attorney	$1,115.31
Commission for Collecting	522.84
Total Credits	$7,471.43

July 1, 1986 - June 30, 1987

AS PER ORIGINAL

ROADS

DEBITS:

July 1986 - June 1987

Supplemental	$ .12
Redemption	207.40
Total Debits	$207.52

CREDITS:

Treasurer Receipts:

July	3.55	January	1.29
August	-0-	February	1.35
September	-0-	March	-0-
October	.21	April	-0-
November	.12	May	155.02
December	2.50	June	1.01

$165.05

Commission Paid Delinquent Attorney	$ 31.08
Commission for Collecting	$ 11.39
Total Credits	$207.52

July 1, 1986 - June 30, 1987

AS PER ORIGINAL

FBRFPD#1

DEBITS:

July 1986 - June 1987

1986 Tax Roll	$59,519.10
Penalty & Interest	1,041.86
Supplemental	7,348.97
Ag Penalty	88.90
Total Debits	$67,998.83

CREDITS:

Uncollected:

Delinquent Roll/Ag Penalty	$ 9,327.99
Error Off Roll/Ag Penalty	1,521.31

Treasurer Receipts:

July	954.56	January	12,695.74
August	1,063.19	February	1,419.78
September	3,114.91	March	785.31
October	-0-	April	317.50
November	11,744.22	May	3,636.63
December	16,777.77	June	4,068.63

$56,578.24

Commission Paid Delinquent Attorney	$ -0-
Commission for Collecting	$ 571.29
Total Credits	$67,998.83

July 1, 1986 - June 30, 1987

AS PER ORIGINAL

ACC FEES AND ATTY FEES

DEBITS:

July 1986 - June 1987

Redemption	$247,614.36
Total Debits	$247,614.36

CREDITS:

Treasurer Receipts:

July	43,279.59	January	22,569.93
August	16,833.53	February	29,992.65
September	19,155.33	March	13,633.55
October	8,395.16	April	18,690.31
November	26,231.41	May	14,682.56
December	24,171.79	June	9,978.55

$247,614.36

Total Credits $247,614.36

July 1, 1986 - June 30, 1987

AS PER ORIGINAL

STATE

DEBITS:

July 1986 - June 1987

Supplemental	$ 39.86
Redemption	1,826.15
Total Credits	$1,866.01

CREDITS:

Treasurer Receipts:

July	726.69	January	32.38
August	45.06	February	173.94
September	33.52	March	48.60
October	19.12	April	34.00
November	98.94	May	165.59
December	139.36	June	76.74

	$1,593.94
Commission Paid Delinquent Attorney	$ 272.07
Total Credits	$1,866.01

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AS PER ORIGINAL

SUMMARY MONTHLY REPORT OF STATE AND COUNTY TAXES

COLLECTED BY MS. Marsha P. Gaines, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY,

COUNTY CODE 079

DURING THE MONTH OF JULY, 19 87

THE STATE OF TEXAS, COUNTY OF FORT BEND

I, MS. Marsha P. Gaines, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL TAXES COLLECTED BY ME DURING THE MONTH OF July 19 87, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

STATE TAXES COLLECTED

STATE AD VALOREM PROPERTY TAX FROM ASSESSOR'S ROLL FORM 2P40-2.119 FULL PAYMENTS		$
STATE AD VALOREM PROPERTY TAX FROM ASSESSOR'S ROLL FORM 2P40-2.119 HALF PAYMENTS		
STATE AD VALOREM PROPERTY TAX, COLLECTOR'S SUPPLEMENTAL COLLECTIONS FORM 2P40-2.119 (PLUS PENALTY AND INTEREST)		
PENALTY AND INTEREST CHARGED ON CURRENT TAX ROLL COLLECTIONS FORM 2P40-2.119		$
INSOLVENT LISTS, INCLUDING PENALTY, INTEREST AND STATE AID	AD VALOREM (PLUS STATE AID) $	
	PENALTY AND INTEREST $	$
REDEMPTIONS, INCLUDING PENALTY, INTEREST AND STATE AID	AD VALOREM (PLUS STATE AID) $ 180.65	
	PENALTY AND INTEREST $	$ 180.65
TOTAL STATE AD VALOREM TAXES		$ 180.65

STATE AD VALOREM TAXES COLLECTED SUBJECT TO 15% COLLECTION FEE $ _____ (INCLUDED IN ABOVE TOTAL)

COUNTY TAXES

Collections On	County	Drainage	LR & FC	Jr. College	FFD	Rds	unl rd	Atty	Acc	Total County Taxes
Tax Rolls of Full Payment Backouts	-10318.74	-1571.16	-1670.40		-30.27					-13467.93
disc.	94.00	13.72	14.92							
Tax Rolls of ½ Payment B/O PBI	5094.42	779.65	779.39							6610.61
disc	-33.12	-4.81	-4.92							
Supplemental Roll	20264.34	4239.51	5058.34		113.93					29676.12
Insolvent Lists										
Redemptions	141292.40	22796.95	23082.98	2402.22	446.89	Rds#1 .25	580.70	2402.66	24413.95	217419.00
Totals	156393.30	26253.86	27260.31	2402.22	530.55	.25	580.70	2402.66	24413.95	240237.80

Marsha P. Gaines TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY, TEXAS.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 14 DAY OF September, A.D. 19 87 Dianne Wilson COUNTY CLERK, FORT BEND COUNTY, TEXAS.

I, JOYCE TOMPKINS, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED QUARTERLY REPORT OF TAXES COLLECTED BY MS. KATHY NORVELL BLACK, TAX ASSESSOR COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

Joyce Tompkins COUNTY AUDITOR, FORT BEND COUNTY, TEXAS.

00205

AS PER ORIGINAL

SUMMARY MONTHLY REPORT OF STATE AND COUNTY TAXES

BY MS. ~~KATHY NORVELL BLACK~~ MARSHA P. GAINES, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY,

COUNTY CODE **079**

MONTH OF August, 19 87

OF TEXAS, COUNTY OF FORT BEND

MS. ~~KATHY NORVELL BLACK~~ MARSHA P. GAINES, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL TAXES COLLECTED BY ME DURING THE MONTH OF August 19 87, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

STATE TAXES COLLECTED

STATE AD VALOREM PROPERTY TAX FROM ASSESSOR'S ROLL FORM 2P40-2.119 FULL PAYMENTS		$
STATE AD VALOREM PROPERTY TAX FROM ASSESSOR'S ROLL FORM 2P40-2.119 HALF PAYMENTS		
STATE AD VALOREM PROPERTY TAX, COLLECTOR'S SUPPLEMENTAL COLLECTIONS FORM 2P40-2.119 (PLUS PENALTY AND INTEREST)		
PENALTY AND INTEREST CHARGED ON CURRENT TAX ROLL COLLECTIONS FORM 2P40-2.119		$
INSOLVENT LISTS, INCLUDING PENALTY, INTEREST AND STATE AID	AD VALOREM (PLUS STATE AID) $	
	PENALTY AND INTEREST $	$
REDEMPTIONS, INCLUDING PENALTY, INTEREST AND STATE AID	AD VALOREM (PLUS STATE AID) $ 543.41	
	PENALTY AND INTEREST $	$ 543.41
TOTAL STATE AD VALOREM TAXES		$ 543.41

STATE AD VALOREM TAXES COLLECTED SUBJECT TO 15% COLLECTION FEE $ _____ (INCLUDED IN ABOVE TOTAL)

COUNTY TAXES

Collections On	County	Drainage	Filing Fee	LR & FC	TRA	Jr. College	FFD	Rds	Unl Rds	Atty	Acc	Total County Taxes
B/O Posted back In	12879.29	1868.90		1938.96			30.27					
~~Tax Rolls of 19 xxxxx Full Payment~~ Bdisc.	-127.06	-18.30		-18.96								16553.10
Backouts	-16696.44	-2410.05		-2635.00								
~~Tax Rolls of xxxx ½ Payment~~ disc	138.23	19.81		21.71								-21561.74
Supplemental Roll	13544.60	2498.74		2399.14		70.69	26.77					18539.94
Insolvent Lists												
Redemptions	391836.79	65099.56	-1.00	64615.67	-23.00	6603.80	3149.95	#1 50.01	1266.68	7301.15	65541.16	605440.77
Totals	401575.41	67058.66	-1.00	66321.52	-23.00	6674.49	3206.99	50.01	1266.68	7301.15	65541.16	618972.07

Marsha P. Gaines TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY, TEXAS.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 13 DAY OF October, A.D. 1987 Dianne Wilson COUNTY CLERK, FORT BEND COUNTY, TEXAS.

I, JOYCE TOMPKINS, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED QUARTERLY REPORT OF TAXES COLLECTED BY MS. KATHY NORVELL BLACK, TAX ASSESSOR COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

Joyce Tompkins COUNTY AUDITOR, FORT BEND COUNTY, TEXAS.

AS PER ORIGINAL

xc: Commissioner Pustka, Denham, Pressley, Lutts 10-28-87

AGENDA ITEM 13

OCT 28 1987

COUNTY JU

00206

0034

FORT BEND CENTRAL APPRAISAL DISTRICT

TAX ENTITIES VOTING ENTITLEMENT
APPRAISAL DISTRICT BOARD OF DIRECTORS - 1988

JURISDICTION	TAX ENTITY LEVY AMOUNT	PERCENT OF TOT/TAX LEVY	% X 1000 ROUND TO WHOLE NO.	DIRECTORS TO BE ELECTED	TOTAL VOTES EACH ENTITY
"VOTING.88"					
COUNTY GEN FUND	$25,991,773				
COUNTY DRAINAGE	$3,720,489				
COUNTY LRFC	$4,054,691				
** COUNTY TOTAL:	$33,766,953	22.773%	228	5	1140
ARCOLA CITY OF	$91,198	0.061%	1	5	5
BEASLEY TOWN OF	$16,682	0.011%	0	5	0
FULSHEAR CITY OF	$114,516	0.077%	1	5	5
KENDLETON CITY OF	$25,850	0.017%	0	5	0
MEADOWS CITY OF	$522,443	0.352%	4	5	20
MISSOURI CITY	$5,079,056	3.425%	34	5	170
NEEDVILLE CITY OF	$199,134	0.134%	1	5	5
ORCHARD CITY OF	$12,166	0.008%	0	5	0
RICHMOND CITY OF	$963,723	0.649%	6	5	30
ROSENBERG CITY OF	$3,343,859	2.255%	23	5	115
STAFFORD CITY OF	$1,229,000	0.828%	8	5	40
SUGAR LAND CITY OF	$6,107,784	4.119%	41	5	205
FORT BEND I S D	$58,173,964	39.234%	392	5	1,960
KENDLETON I S D	$302,638	0.204%	2	5	10
LAMAR I S D	$30,287,560	20.427%	204	5	1,020
NEEDVILLE I S D	$1,838,074	1.239%	12	5	60
STAFFORD M S D	$6,196,893	4.179%	42	5	210
TOTAL ALL LEVIES->	$148,271,493	99.992%	999	TOTAL VOTES->	4,995

OFFICIAL BALLOT

FOR SELECTION OF BOARD OF DIRECTORS
FORT BEND CENTRAL APPRAISAL DISTRICT

ISSUED TO: ** COUNTY OF FORT BEND

CANDIDATES:

BENES, JOE	NUMBER OF VOTES	_____	RECEIVED
BOSSE, THOMAS A.	NUMBER OF VOTES	_____	RECEIVED
CANGELOSI, TONY C.	NUMBER OF VOTES	_____	RECEIVED
COBB, VONNIE	NUMBER OF VOTES	_____	RECEIVED
DZIERZANOWSKI, FRANK	NUMBER OF VOTES	_____	RECEIVED
ELKINS, LAWRENCE	NUMBER OF VOTES	_____	RECEIVED
FULLER, MARIE	NUMBER OF VOTES	_____	RECEIVED
GAYLE, JANE C.	NUMBER OF VOTES	_____	RECEIVED
GREGG, HARRISON	NUMBER OF VOTES	_____	RECEIVED
JACKSON, T. R.	NUMBER OF VOTES	_____	RECEIVED
KNOX, JOHN B.	NUMBER OF VOTES	_____	RECEIVED
MARTINDALE, KEN	NUMBER OF VOTES	_____	RECEIVED
RAMIREZ, GIL	NUMBER OF VOTES	_____	RECEIVED
SCHERER, MIKE	NUMBER OF VOTES	_____	RECEIVED
SCHROEDER, DENNIS	NUMBER OF VOTES	_____	RECEIVED

ISSUED UNDER MY HAND THIS 27TH DAY OF OCTOBER, 1987.

Gene Brewer

GENE BREWER
CHIEF APPRAISER
FORT BEND CENTRAL APPRAISAL DISTRICT

S.B 621, Section 6.03 (g) requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the Chief Appraiser, P.O. Box 5007, Sugar Land, Texas, 77487-5007, no later than November 16, 1987.

14

DISPATCH AGREEMENT

AS PER ORIGINAL 00208

0034

STATE OF TEXAS)

COUNTY OF FORT BEND)

This agreement is made and entered into by between the City of Beasley, hereinafter called "CITY", acting in behalf of the Beasley Community Volunteer Fire Department a non-profit organization, hereinafter referred to as "FIRE DEPARTMENT", and Fort Bend County, hereinafter called "COUNTY".

WITNESSETH:

The "CITY" and "COUNTY", acting herein be and through their respective governing bodies, agree as follows:

1. The "COUNTY" will provide dispatcher without compensation or reimbursement of expenses, through their present Emergency Medical Service Department, located in Rosenberg, Texas.

2. The Fire Department will provide the reasonable phone lines, pager and other required dispatching radio equipment necessary for adequate dispatching of Fire Department units consistent with the Fire Department's present equipment.

3. Only necessary communications will be transmitted/handled (answering of phones and paging) by E.M.S. dispatcher, these communications will be defined as those necessary for essential Fire Department operations.

4. The Fire Chief of the Fire Department or his designate and the County Emergency Medical Service Director or his designate shall jointly agree over the policies and procedures deemed necessary in establishing guidelines to follow in the dispatching of Fire Department Units.

5. The COUNTY and the Fire Department shall each be responsible for the maintenance of their own radio equipment.

6. This agreement shall continue in full force and effect until such time as the parties hereto may mutually agree by written resolution to terminate it provided, however, CITY or COUNTY may terminate this agreement by giving thirty (30) days written notice of intention to do so to the other party.

In Witness hereof, CITY and COUNTY have respectively caused this agreement to be duly executed this 20th day of August 1987.

ATTEST:

City Secretary

ATTEST:

County Clerk

CITY OF BEASLEY

BY: Ervin Randermann Jr.
Mayor of Beasley

BY: Dale Lindemann
Beasley Fire Chief

BY: Jodie E. Stavinoha
County Judge

15. ACCEPT FOR RECORD THE RUN-OFF ELECTION CONTRACT BETWEEN FORT BEND COUNTY AND THE CITY OF HOUSTON:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to accept for record the run-off election contract between Fort Bend County and the City of Houston as presented by Dianne Wilson, County Clerk. (Recorded in minutes in full)

16. CONSIDER ACCEPTANCE OF AMENDMENT #1 TO LETTER OF CREDIT #RE6222-0293 FOR WEST BEECHNUT PLAZA IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept Amendment #1 to Letter of Credit #RE6222-0293 for West Beechnut Plaza in Precinct 3. (Recorded in minutes in full)

17. ACCEPT AND REBUDGET CHECK INTO PRCT. 3'S BUDGET AS REIMBURSEMENT FOR ROAD MATERIALS PER INTERLOCAL AGREEMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept 16,055.53 from the City of Sugar Land per Interlocal Agreement and rebudget into Precinct 3 FM/LR (5031).

18. CONSIDER APPROVAL OF PARTIAL REPLAT FOR RESERVES C, C-3, L, M, P & P-1 OF THE MARKET AT FIRST COLONY IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept replat for Reserves C, C-3, L, M, P & P-1 of The Market at First Colony in Precinct 3. Plat was presented to Commissioners Court. (Recorded in minutes in full)

Randy Riley representing Lichliter Jameson presented re-plat.

19. CONSIDER APPROVAL OF PLAT FOR THE PLANTATION AT FIRST COLONY, EXXON RESERVE IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve plat for the Plantation at First Colony, Exxon Reserve in Precinct 3. Plat and Tax Statements were presented to Commissioners Court. (Recorded in minutes in full)

20. CONSIDER ADOPTING RESOLUTION AUTHORIZING FORT BEND FLOOD CONTROL WATER SUPPLY CORP. TO OBTAIN FINANCIAL ASSISTANCE FROM THE WATER DEVELOPMENT BOARD AND TO TAKE ANY NECESSARY ACTION RELATING THERETO:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt Resolution authorizing Fort Bend Flood Control Water Supply Corp. to obtain financial assistance from the Water Development Board as presented by Charlie Howard, Secretary, Fort Bend Flood Control Water Supply Corp., Joe Allen representing Vinson & Elkins, and Bill Jameson, President, Lichliter/Jameson Assoc. (Recorded in minutes in full)

21. CONSIDER APPROVING RECOMMENDATIONS FROM THE POLICIES & PROCEDURES COMMITTEE REGARDING CHANGES TO THE FORT BEND COUNTY EMPLOYEE INFORMATION MANUAL:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve all recommendation as presented on Worker's Compensation, Defensive Driving and FBC Rules for Personnel. (Recorded in minutes in full)

AS PER ORIGINAL

00210
0034
27692

AGREEMENT FOR JOINT USE OF VOTING EQUIPMENT
AND SHARING OF ELECTION EXPENSES

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS AGREEMENT, made and entered into by and between the COUNTY CLERK OF FORT BEND COUNTY, the County Officer in charge of election duties under the laws of the State of Texas, hereinafter called "County Clerk," and the CITY OF HOUSTON, A municipal corporation, hereinafter called "City",

W I T N E S S E T H:

WHEREAS, the City contemplates holding a run-off election for the position of City Council, District C of the City (at the expense of the city) on the 1ST day of December, 1987; and

WHEREAS, Fort Bend County owns an electronic voting system which has been duly approved by the Secretary of State, pursuant to Section 122.031 of Title 8, Texas Election Code; and

WHEREAS, the City desires to use Fort Bend County's electronic voting system in their said run-off election and to compensate Fort Bend County for such use and other expenses connected with said election; and

WHEREAS, the County Clerk is the contracting officer in election matters pursuant to Section 31.092 of Title 3, Texas Election Code; and

WHEREAS, The fair and reasonable rental value of the automatic tabulating equipment is One Hundred and No/100 Dollars ($100.00); and

WHEREAS, the fair and reasonable charge for the programming of the automatic tabulating equipment is Two Hundred and No/100 Dollars ($200.00); and

WHEREAS, the number of registered voters in those voting precincts which lie within District C of the City is more or less six thousand (6,000) voters, the fair and reasonable charge for the printing of 10,000 ballots for the City is Nine Hundred and No/100 Dollars ($900.00); and

WHEREAS, the fair and reasonable rental value of eight (8) ballot cans is Twenty-eight and No/100 Dollars ($28.00), the fair & reasonable charge for 8 election kits is One Hundred Sixty and No/100 Dollars ($160.00); and

WHEREAS, the fair and reasonable charge for the transportation of voted ballots and election returns is Fifty and No/100 Dollars ($50.00); and

WHEREAS, the fair and reasonable value of the general overall supervision and the advisory services of the County Clerk in connection with decisions to be made and actions to be taken by Officers of the City is Five Hundred and No/100 ($500.00); and

WHEREAS, the boundary lines of most or all of the voting precincts of Fort Bend County which lie within the limits of the City have boundary lines identical to the boundary lines of the respective voting precincts of the City; and

WHEREAS, most or all of the voting places in the voting precincts of Fort Bend County which lie within District C of the City are identical to the voting places in the voting precincts of the City; and

WHEREAS, the presiding judges in most or all of the voting precincts of Fort Bend County which lie within District C of the City are the same persons as the presiding judges in the voting precincts of the City;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to the parties, IT IS AGREED as follows: 0034

I.

That in all of Fort Bend County's voting precincts having both an identical voting place and identical presiding judge with that of a voting precinct of the City, the voting booths, ballot cans and transfer boxes owned by Fort Bend County shall be used for the election held at the expense of the City.

II.

That in the instances covered by the preceding paragraph (Paragraph I), the ballots to be used in such precincts shall be prepared by the County Clerk, in cooperation with the City's City Secretary in accordance with Sections 124.005, 124.062, 124.063, 124.066 of Title 8, Texas Election Code.

III.

That in all instances covered by Paragraph I, the County Clerk, shall cause the voting booths, ballots, and ballot cans to be delivered to the voting places at least one (1) hour before the time set for opening the polls in each such voting precinct pursuant to Chapter 1 of Title 6, Texas Election Code.

IV.

That the County Clerk shall secure all the voting places for the election held at the expense of the City, not to exceed $350.00.

V.

That the County Clerk shall provide for such tables, chairs and other equipment as it deems necessary and/or desirable for the holding of said

elections and cause same to be delivered to the voting places of Fort Bend County.

VI.

That the County Clerk shall furnish voting booths, ballot cans and transfer boxes, to the extent that sufficient voting equipment is available, for voting precincts of the City. The determination of the amount of voting equipment available for the purposes contemplated by this paragraph shall be made by the County Clerk and her decision shall be final.

VII.

The County Clerk shall secure and arrange for the delivery of voting booths, ballots, and ballot cans for use in absentee voting by personal appearance in the elections, and such voting booths, ballots, and ballot cans shall be delivered to the absentee voting office not less than one (1) hour before absentee voting by personal appearance is to commence.

VIII.

The County Clerk shall employ and/or use such personnel as she deems necessary and/or desirable to prepare for and conduct absentee voting.

IX.

The County Clerk shall employ and/or use such personnel as she deems necessary to program and operate the automatic tabulating equipment in accordance with Section 122 and 127 of Title 8, Texas Election Code.

X.

The County Clerk shall pay the presiding judges of Fort Bend County and their clerks pursuant to Section 32.091, 32.092 of Title 3, Texas Election Code, for their services in connection with the run-off election held at the expense of the City.

The City shall re-imburse the County Clerk for the wages of three (3) clerks for each precinct which lies within District C of the City for a total of twenty-one (21) clerks. The wages for each clerk shall be Seventy Five and No/100 Dollars ($75.00) for a total re-imbursement to the County Clerk of One Thousand Five Hundred Seventy-five and No/100 Dollars ($1575.); and

XI.

The County Clerk shall rent or otherwise provide for an absentee voting office in a voting precinct of Fort Bend County which lies within the limits of the City. The County Clerk shall provide clerks and equipment for the absentee voting office for which the City shall re-imburse the County Clerk the cost of One Thousand Six Hundred and No/100 Dollars ($1600.00) which is a fair and reasonable charge for the absentee voting office.

XII.

It is hereby agreed that the City's total obligation to the County Clerk for stated services including but not limited to, overall supervision and advisory services and equipment shall be Five Thousand Five Hundred and No/100 Dollars ($5,500.00), and the City hereby agrees to pay said amount to the County Clerk within thirty (30) days after the City's execution of this agreement.

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

(a) It has, on the 9 day of NOVEMBER, 1987, been executed on behalf of the County Clerk of Fort Bend County, pursuant to Section 31.092 of Title 3, Texas Election Code, so authorizing;

(b) It has, on the 23rd day of Nov., 1987 been executed on behalf of the City of Houston by its Mayor and attested by its City Secretary, pursuant to an ordinance of the City Council of the City of Houston so authorizing;

AS PER ORIGINAL

00215

0034

APPROVED AS TO FORM:

By Larry Wagenbach
Assistant District Attorney

COUNTY CLERK OF FORT BEND COUNTY

By Dianne Wilson
Dianne Wilson

APPROVED AS TO FORM:

By Dawn Ullrich
Assistant City Attorney

CITY OF HOUSTON

By Kathryn J. Whitmire
Mayor

COUNTERSIGNED:

By
City Controller 11-25-87

ATTEST:

City Secretary

CITY OF HOUSTON RUN-OFF
Election Cost Breakdown

Automatic Tabulating Equipment rental	$ 100.00
Programming	$ 200.00
3000 ballots @ $.30 each	$ 900.00
7 ballot cans @ 4.00 each	$ 28.00
8 election kits	$ 160.00
Election returns & ballot transportation	$ 50.00
Advisory services and overall supervision	$ 500.00
3 clerks per precinct @ 75.00	$1575.00
Polling Places	$ 350.00
Absentee voting	$1600.00
TOTAL	$ 5,463.00

DISTRICT C	NO. OF REGISTERED VOTERS	
PCT. 2017	1609	410
PCT. 2031	1469	375
PCT. 2035	1123	300
PCT. 2051	1021	260
PCT. 2052	1032	260
PCT. 2058	366	100
PCT. 2059	112	50

20/
00218

VANSICKLE · MICKELSON & KLEIN · INC.

0034

Stanley L. Kucherka, Jr., P.E.
Project Director

Consulting Engineers

300 Jackson Street
Richmond, Texas 77469

713-342-7400

November 6, 1987

Fort Bend County Commissioner's Court
Fort Bend County Courthouse
Richmond, Texas 77469
Attn: Judge Jodie Stavinoha

Dear Sir:

The question of the engineering work on Oyster - Flatbank - Stafford Run Creeks has been discussed at this time. We do not feel that only one engineering firm should be given the engineering contract for a project that will be bigger than all Fort Bend County has done in the past and probably in the immediate future.

We have a report prepared by Lichliter - Jameson estimating the cost of the preliminary work at $80,000. They are definitely deserving of that amount at the top. However, our firm has done as much, if not more, engineering work on these creeks than any other firm and Stanley L. Kucherka, Jr. has worked with the people on Oyster Creek, Stafford Run and especially Flatbank Creek for many years to improve their drainage problem. We firmly believe that we should be one of the two or three firms along with Lichliter - Jameson to do the engineering on Oyster Creek and definitely on Flatbank Creek. In the past when a major contract was awarded it was given to two firms and it was only about a third the size of this engineering contract.

We would be glad to discuss this further with you and provide you with the complete qualifications of our firm.

Thank you for your interest in this matter.

Sincerely,

VanSickle, Mickelson & Klein, Inc.

Stanley L Kucherka

SLK/van

20

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 512 495-8400

2020 LTV CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 979-6600

00219

0034

November 6, 1987

BY MESSENGER

Ms. Dianne Wilson
County Clerk
Fort Bend County Courthouse
Richmond, Texas 77478

Re: Resolution Approving the Fort Bend Flood Control Water Supply Corporation's Application for Financial Assistance from the Texas Water Development Board; Authorizing Such Corporation to Take All Necessary Action to Obtain Such Financial Assistance and Containing Other Provisions Relating Thereto

Dear Ms. Wilson:

I have enclosed six copies of the captioned Resolution to be considered by the Commissioners Court on Monday, November 9, 1987. Please feel free to call me at 654-4560 if you need any additional information.

I appreciate your assistance in this matter.

Sincerely,

Allison Dickson

Allison Dickson

678:2627
FBFC(01)
Enclosure

cc: Ms. Norma Landry

mailed copies 11/12/87

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 9th day of November, 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 APPROVING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION'S APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING SUCH CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH FINANCIAL ASSISTANCE AND CONTAINING OTHER PROVISIONS RELATING THERETO

The resolution was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: 4
NOES: 0

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

RESOLUTION APPROVING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION'S APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING SUCH CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH FINANCIAL ASSISTANCE AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Commissioners Court of Fort Bend County (the "Commissioners Court") has the authority and responsibility to provide flood control and drainage improvements for Fort Bend County, Texas; and

WHEREAS, Article 1434a, Vernon's Texas Civil Statutes, authorizes the creation of a nonprofit water supply corporation to provide for, among other things, flood control and drainage services; and

WHEREAS, Fort Bend Flood Control Water Supply Corporation (the "Corporation") has been duly created in accordance with Article 1434a and its Board of Directors has met and organized; and

WHEREAS, a nonprofit corporation whose purposes and activities comply with Revenue Ruling 63-20 is eligible to issue tax-exempt bonds "on behalf" of a political subdivision; and

WHEREAS, the Corporation was created in accordance with Revenue Ruling 63-20 and on February 23, 1987, the Commissioners Court approved the creation of the Corporation to act "on behalf" of Fort Bend County; and

WHEREAS, the Corporation is therefore eligible to issue tax-exempt revenue bonds to finance flood control and drainage improvements; and

WHEREAS, Article III, Section 49-d-2 of the Texas Constitution and the Texas Water Code authorize the Texas Water Development Board (the "Water Development Board") to provide loans of flood control funds to political subdivisions, including Article 1434a corporations, for the development of flood plain management plans and for structural and nonstructural flood control projects; and

WHEREAS, there is a substantial need for flood control improvements to Flat Bank Creek, Middle Oyster Creek and

Stafford Run, which are located in Fort Bend County, Texas; and

WHEREAS, on August 21, 1987 the Board of Directors of the Corporation adopted a resolution authorizing application for financial assistance from the Texas Water Development Board (the "Water Development Board") in the amount of $20,325,000 to finance regional flood control improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run, and such resolution authorized the President and officers of the Corporation and the Corporation's consulting engineers, financial advisors, attorneys and marketing analysts to submit the attached application to the Water Development Board for financial assistance and to do any and all things necessary and/or desirable in connection with such resolution; and

WHEREAS, on October 15, 1987 the Water Development Board approved a loan commitment to the Corporation in the amount of $20,325,000 from the flood control account of the water development fund to be evidenced by the Board's purchase of $20,325,000 Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1987 (the "Bonds"); and

WHEREAS the rules of the Water Development Board require the Corporation to comply with certain requirements prior to selling its Bonds to the Water Development Board, including obtaining approval from the Water Development Board of certain legal documentation and engineering plans and specifications for the flood control improvements; and

WHEREAS, in accordance with the Corporation's articles of incorporation any financings, indebtedness or obligations of the Corporation must be approved by the Commissioners Court; and

WHEREAS, the Commissioners Court now desires to authorize and proceed with any and all necessary action to authorize the Corporation to sell its Bonds to the Water Development Board; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, THAT:

Section 1: The Commissioners Court hereby determines to authorize the necessary action to authorize the Corporation to obtain financial assistance from the Water Development Board in the amount of $20,325,000 to be evi-

denced by the sale of its Bonds to the Water Development Board.

Section 2: The Commissioners Court hereby approves the contracts for engineering, legal, financial advisor and marketing services attached hereto.

Section 3: The Commissioners Court hereby approves the application for financial assistance to the Water Development Board attached hereto and authorizes the Corporation's Board of Directors and the Corporation's consultants to do any and all things necessary and proper in connection with the sale of Bonds to the Water Development Board and to satisfy the requirements set forth in the loan commitment from the Water Development Board.

Section 4: The Corporation and its consulting engineers, attorneys and financial advisors are hereby authorized to take all necessary actions with respect to obtaining property appraisals and acquiring the land rights-of-way necessary to construct and maintain the flood control improvements that will be financed through the sale of Bonds to the Water Development Board.

PASSED AND APPROVED this ____ day of November, 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)

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:

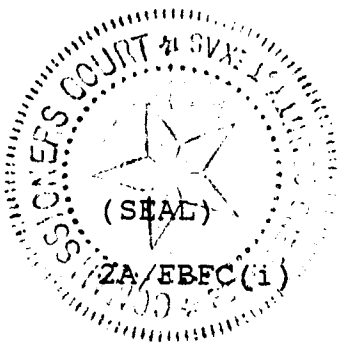
RESOLUTION APPROVING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION'S APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING SUCH CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH FINANCIAL ASSISTANCE AND CONTAINING OTHER PROVISIONS RELATING THERETO

adopted by said Commissioners Court at a meeting, open to the public, held on the 9th day of November, 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 9 day of November, 1987.

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



By Elida Kosler
Deputy

20
AGENDA ITEM

00227

0034

RESOLUTION APPROVING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION'S APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING SUCH CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH FINANCIAL ASSISTANCE AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Commissioners Court of Fort Bend County (the "Commissioners Court") has the authority and responsibility to provide flood control and drainage improvements for Fort Bend County, Texas; and

WHEREAS, Article 1434a, Vernon's Texas Civil Statutes, authorizes the creation of a nonprofit water supply corporation to provide for, among other things, flood control and drainage services; and

WHEREAS, Fort Bend Flood Control Water Supply Corporation (the "Corporation") has been duly created in accordance with Article 1434a and its Board of Directors has met and organized; and

WHEREAS, a nonprofit corporation whose purposes and activities comply with Revenue Ruling 63-20 is eligible to issue tax-exempt bonds "on behalf" of a political subdivision; and

WHEREAS, the Corporation was created in accordance with Revenue Ruling 63-20 and on February 23, 1987, the Commissioners Court approved the creation of the Corporation to act "on behalf" of Fort Bend County; and

WHEREAS, the Corporation is therefore eligible to issue tax-exempt revenue bonds to finance flood control and drainage improvements; and

WHEREAS, Article III, Section 49-d-2 of the Texas Constitution and the Texas Water Code authorize the Texas Water Development Board (the "Water Development Board") to provide loans of flood control funds to political subdivisions, including Article 1434a corporations, for the development of flood plain management plans and for structural and nonstructural flood control projects; and

WHEREAS, there is a substantial need for flood control improvements to Flat Bank Creek, Middle Oyster Creek and

Stafford Run, which are located in Fort Bend County, Texas; and

WHEREAS, on August 21, 1987 the Board of Directors of the Corporation adopted a resolution authorizing application for financial assistance from the Texas Water Development Board (the "Water Development Board") in the amount of $20,325,000 to finance regional flood control improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run, and such resolution authorized the President and officers of the Corporation and the Corporation's consulting engineers, financial advisors, attorneys and marketing analysts to submit the attached application to the Water Development Board for financial assistance and to do any and all things necessary and/or desirable in connection with such resolution; and

WHEREAS, on October 15, 1987 the Water Development Board approved a loan commitment to the Corporation in the amount of $20,325,000 from the flood control account of the water development fund to be evidenced by the Board's purchase of $20,325,000 Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1987 (the "Bonds"); and

WHEREAS the rules of the Water Development Board require the Corporation to comply with certain requirements prior to selling its Bonds to the Water Development Board, including obtaining approval from the Water Development Board of certain legal documentation and engineering plans and specifications for the flood control improvements; and

WHEREAS, in accordance with the Corporation's articles of incorporation any financings, indebtedness or obligations of the Corporation must be approved by the Commissioners Court; and

WHEREAS, the Commissioners Court now desires to authorize and proceed with any and all necessary action to authorize the Corporation to sell its Bonds to the Water Development Board; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, THAT:

Section 1: The Commissioners Court hereby determines to authorize the necessary action to authorize the Corporation to obtain financial assistance from the Water

Development Board in the amount of $20,325,000 to be evidenced by the sale of its Bonds to the Water Development Board.

Section 2: The Commissioners Court hereby approves the contracts for engineering, legal, financial advisor and marketing services attached hereto.

Section 3: The Commissioners Court hereby approves the application for financial assistance to the Water Development Board attached hereto and authorizes the Corporation's Board of Directors and the Corporation's consultants to do any and all things necessary and proper in connection with the sale of Bonds to the Water Development Board and to satisfy the requirements set forth in the loan commitment from the Water Development Board.

Section 4: The Corporation and its consulting engineers, attorneys and financial advisors are hereby authorized to take all necessary actions with respect to obtaining property appraisals and acquiring the land rights-of-way necessary to construct and maintain the flood control improvements that will be financed through the sale of Bonds to the Water Development Board.

PASSED AND APPROVED this 9th day of November, 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)

2A/FBFC(i)

EXHIBIT "E"

AS PER ORIGINAL

STANDARD FORM OF AGREEMENT
BETWEEN
DISTRICT AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of March 18, 19 87 between Fort Bend County Flood Control and Water Supply Corporation (DISTRICT) and Lichliter/Jameson & Associates, Inc. (ENGINEER).

DISTRICT intends to engage Engineer for professional consulting services from time to time including but not limited to studies, reports, bond issue reports, designs, and construction phase services as set forth more explicitly in Exhibit C (Scope of Work) attached hereto. (hereinafter called the Project).

DISTRICT and ENGINEER in consideration of their mutual convenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by DISTRICT, as set forth herein.

ENGINEER shall provide professional engineering services for DISTRICT in all phases of the Project to which this Agreement applies, serve as DISTRICT'S professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to DISTRICT during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. GENERAL

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

PRELIMINARY DESIGN PHASE

1.2. STUDY AND REPORT

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with DISTRICT to clarify and define DISTRICT'S requirements for the Project and review available data.

1.2.2. Advise DISTRICT as to the necessity of DISTRICT'S providing or obtaining from others data or services of the types described in paragraph 3.3., and act as DISTRICT'S representative in connection with any such services.

1.2.3. Provide analysis of DISTRICT'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4. Provide a general economic analysis of DISTRICT'S requirements applicable to various alternatives.

1.2.5. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to DISTRICT and setting forth ENGINEER'S findings and recommendations with opinions of probable costs for the Project, including Construction Cost, contingencies, allowance for charges of all professionals and consultants, costs of land, rights-of-way and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.2.6. Furnish five copies of the Report and present and review it in person with DISTRICT.

1.3. PRELIMINARY DESIGN

After written authorization to proceed with the Preliminary Design Phase, ENGINEER will:

1.3.1. In consultation with DISTRICT and on the basis of the accepted Report, determine the extent of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specification.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.

1.3.4. Furnish five copies of the above preliminary design documents and present and review them in person with DISTRICT.

1.4. FINAL DESIGN PHASE

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted preliminary design documents and the revised opinion of probable Project Costs, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter call "Drawings") and Specifications.

1.4.2. Advise DISTRICT of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Costs based on the Drawings and Specifications.

1.4.3. Prepare for review and approval by DISTRICT, his legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.4. Furnish five copies of the above documents and present and review them in person with DISTRICT.

1.5. BIDDING OR NEGOTIATING PHASE

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist DISTRICT in obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services.

1.5.2. Consult with and advise DISTRICT as to the acceptability of subcontractors and other persons and organizations proposed by the prime Contractors (hereinafter called "Contractors") for those portions of the work as to which such acceptability is required by the bidding documents.

1.5.3. Consult with and advise DISTRICT as to the acceptability of substitute materials and equipments proposed by Contractors when substitution prior to the award of contracts is allowed by the bidding documents.

1.5.4. Assist DISTRICT in evaluating bids or proposals and make recommendations to the DISTRICT regarding award of contract.

1.6. CONSTRUCTION PHASE

During the Construction Phase ENGINEER shall:

1.6.1. Consult with and advise DISTRICT and act as his representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of DISTRICT'S instructions to Contractors will be issued through ENGINEER who will have authority to act on behalf of DISTRICT to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractors and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractors or the safety precautions and programs incident to the work of Contractors. ENGINEER'S efforts will be directed toward providing a greater degree of confidence for DISTRICT that the completed work of Contractors will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractors to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep DISTRICT informed of the progress of the work, shall endeavor to guard DISTRICT against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

1.6.3. Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or proceedence of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractors; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractors in accordance with the Contract Documents.

1.6.4. Issue all instructions of DISTRICT to Contractors; issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as DISTRICT'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of DISTRICT and Contractors relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5. Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractors and recommend in writing payments to Contractors in such amounts; such recommendations of payment will constitute a representation to DISTRICT, based on such observations and review, that the work has progressed to the

point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation, and that payment of the amount recommended is due to Contractors; but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the reasons, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to DISTRICT free and clear of any lien, claims, security interests or encumbrances, or that Contractors have completed their work exactly in accordance with the Contract Documents.

1.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to DISTRICT and the Contractors that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.6.5.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractors' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractors' work; however, nothing contained in paragraphs 1.6.1. through 1.6.7., inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties required of ENGINEER by the Contract Documents.

1.6.8. On-Going Representation

The ENGINEER shall represent the DISTRICT before governmental agencies and shall advise the DISTRICT in matters pertaining to the operation and maintenance of its facilities. The ENGINEER shall attend monthly meetings and prepare analyses and reports as required.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

If authorized in writing by DISTRICT, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. These will be paid for by DISTRICT as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans, advances or sale of bonds in connection with the Project, preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by DISTRICT.

2.1.3. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, DISTRICT'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.

2.1.4. Providing renderings or models for DISTRICT'S use.

2.1.5. Preparing documents for alternate bids requested by DISTRICT for Contractors' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing Value Engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals, assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting DISTRICT in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by DISTRICT.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, and providing data or services of the types described in paragraph 3.2. when DISTRICT authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.2.

2.1.8. Services resulting from the award of more than one prime contract for construction, materials, equipment or services for the Project and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the DISTRICT and administering the DISTRICT'S contracts for such services.

2.1.9. Providing any type of field surveys for design purposes and engineering surveys and staking to enable Contractors to proceed with their work; and providing other special field surveys.

2.1.10. Services in connection with change orders to reflect changes requested by DISTRICT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by Contractors, and in making revisions to Drawings and Specifications occasioned thereby, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.11. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section I.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractors, (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by Contractors.

2.1.13. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.14. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.15. Preparing to serve or serving as a consultant or witness for DISTRICT in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).

2.1.16. Additional services in connection with the Project, including services normally furnished by DISTRICT and services not otherwise provided for in this Agreement.

2.2. RESIDENT SERVICES DURING CONSTRUCTION

2.2.1. If requested by DISTRICT or recommended by ENGINEER and agreed to in writing by the other, a Resident Project Representative will be furnished and will act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work of Contractors. Such services will be paid for by DISTRICT as indicated in paragraph 5.1.2.4.

2.2.2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit C (Scope of Work) which is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to

provide further protection for DISTRICT against defects and deficiencies in the work of Contractors; but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractors' failure to perform their work in accordance with the Contract Documents.

2.2.4. If DISTRICT designates another person to represent DISTRICT at the Project site who is not ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of ENGINEER under this Agreement will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3 - DISTRICT'S RESPONSIBILITIES

DISTRICT shall:

3.1. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.2. Authorize ENGINEER, as required for performance of ENGINEER'S Basic Services to secure data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in Section 2.

3.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.4. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as DISTRICT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.5. Assist ENGINEER in securing approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.6. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as DISTRICT may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractors, such auditing services as DISTRICT may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as DISTRICT may require to ascertain that Contractors are complying with any law, rule or regulation applicable to their performance of the work.

3.7. Designate in writing a person to act as DISTRICT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define DISTRICT'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.

3.8. Give prompt written notice to ENGINEER whenever DISTRICT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractors.

3.9. Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.10. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will proceed and the Report will be submitted after authorization to proceed with that phase of services.

4.3. After acceptance by DISTRICT of the Study and Report Phase documents indicating any specific modifications or change in the extent of the Project desired by DISTRICT, and upon written authorization from DISTRICT, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Costs after authorization to proceed with that phase of services.

4.4. After acceptance by DISTRICT of the Preliminary Design Phase documents and revised opinion of probable Project Costs, indicating any specific modifications or changes in the extent of the Project desired by DISTRICT, and upon written authorization from DISTRICT, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Project Costs for all work of Contractors on the Project after authorization to proceed with that phase of services.

4.5. ENGINEER'S services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by DISTRICT or (2) thirty days after the date when such submissions are delivered to DISTRICT for final acceptance, plus such additional time as may be required for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project.

4.6. After acceptance by DISTRICT of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to

be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractors (except as may be otherwise required to complete the services called for in paragraph 6.2.2.5.).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. If DISTRICT has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.

4.9. If DISTRICT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5.) after completion of the Final Design Phase, ENGINEER may, after giving seven days written notice to DISTRICT, suspend services under this Agreement.

4.10. If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by DISTRICT for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall on written demand to DISTRICT (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER'S control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in the Agreement shall be subject to renegotiation.

4.11. In the event that the construction work is to be performed under more than one prime contract, DISTRICT and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently.

SECTION 5 - PAYMENTS TO ENGINEER

5.1. METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1. For Basic Services - DISTRICT shall pay ENGINEER for Basic Services rendered under Section 1 pertaining to wastewater treatment plants, water treatment plants, water distribution systems, sanitary sewer collection systems, and storm sewer collection systems a professional fee based on a percentage of the Construction Cost determined from the TSPE Curve A attached as Exhibit B. The Basic Fee for drainage channels shall be determined from Curve "B".

5.1.2. For Additional Services - DISTRICT shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. General - For Additional Services rendered under paragraphs 2.1.1. through 2.1.16., inclusive (except services covered by paragraph 2.1.7.) on the basis of hourly rates in accordance with the Hourly Rates and Billing Policy attached as Exhibit A and as may be further set forth in Exhibit "C" - Scope of Work for services rendered by principals and employees assigned to the Project.

5.1.2.2. Special Consultants - For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.7. or 2.1.16., the amount billed to ENGINEER therefor times a factor of 1.10.

5.1.2.3. Serving As A Witness - For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.15., on the basis of hourly rates in accordance with the Hourly Rates and Billing Policy attached as Exhibit A.

5.1.2.4. Resident Project Services - For resident services during construction furnished under paragraph 2.2.1., on the basis of hourly rates in accordance with the Hourly Rates and Billing Policy attached as Exhibit A, for services rendered by principals and employees assigned to field offices in connection with resident project representation.

5.1.2.5. Construction Staking - For staking during construction furnished under paragraph 2.1.9., on the basis of hourly rates in accordance with the Hourly Rates and Billing Policy attached as Exhibit A, for services rendered by principals and employees assigned to surveying responsibilities in connection with the construction staking.

5.1.3. For Reimbursable Expenses - In addition to payments provided for in paragraphs 5.1.1. and 5.1.2., DISTRICT shall pay ENGINEER the actual costs of all Reimbursable Expenses Incurred in connection with all Basic and Additional Services.

5.1.4. As used in this paragraph 5.1., the term "Construction Cost" will have the meaning assigned to it in paragraph 6.1., and the term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4.

5.1.5. Value Added Tax - In addition to payments provided for in paragraphs 5.1.1., 5.1.2., and 5.1.3., DISTRICT shall pay ENGINEER the amount of any excise, VAT or gross receipts tax that may be imposed for professional services.

5.2. TIME OF PAYMENTS

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. DISTRICT shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.2.2. Upon conclusion of each phase of Basic Services, DISTRICT shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

Preliminary Design	25%
Final Design	60%
Bidding or Negotiating	5%
Construction	10%

5.3. OTHER PROVISIONS CONCERNING PAYMENTS

5.3.1. If DISTRICT fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER'S bill therefor, the amounts due ENGINEER shall include a charge, at the net effective interest rate of 1.5% per month from said thirtieth day.

5.3.2. In the event of termination by DISTRICT under paragraph 7.1. upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by DISTRICT during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of hourly rates in accordance with the Hourly Rates and Billing Policy attached as Exhibit A for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination.

5.4. DEFINITIONS

Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractors; furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project-related items in addition to those required under Section 1; expenses of computer time including an appropriate charge for previously established programs; and, if authorized in advance by DISTRICT, overtime work requiring higher than regular rates.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. CONSTRUCTION COST

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to DISTRICT, but it will not include ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include DISTRICT'S legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. Construction Cost is one of the items comprising Project Costs which is defined in paragraph 1.2.5. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed as applied to completed and designed but not constructed work:

6.1.1. For completed construction work the total costs of all work performed as designed or specified by ENGINEER.

6.1.2. For Contractors' work designed but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or if the work is not bid, the lowest bona fide negotiated proposal for such work.

6.1.3. For work upon which no such bid or proposal is received, the most recent estimate of Construction Cost, or if none is available, ENGINEER'S most recent opinion of probable Construction Cost.

Labor furnished by DISTRICT for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by DISTRICT will be included at current market prices. No deduction is to be made from ENGINEER'S compensation on account of any penalty, liquidated damages or other amounts withheld from payments to Contractors.

6.2. OPINIONS OF COST

6.2.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractors' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made of the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase DISTRICT wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 2.1.7.

6.2.2. If a Construction Cost limit is established by written agreement between DISTRICT and ENGINEER, the following will apply:

6.2.2.1. The acceptance by DISTRICT at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.

6.2.2.2. Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.

6.2.2.3. ENGINEER in working with the DISTRICT will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.

6.2.2.4. If the Bidding or Negotiating Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be effective or binding on ENGINEER, and DISTRICT shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.2.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, DISTRICT shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 TERMINATION

The obligation to provide further services under this Agreement may be terminated without cause by either party upon seven days written notice.

7.2. REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by DISTRICT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at DISTRICT'S sole risk and without liability or legal exposure to ENGINEER; and DISTRICT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by DISTRICT and ENGINEER.

7.3. INSURANCE

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Worker's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of his services under this Agreement.

7.4. SUCCESSORS AND ASSIGNS

7.4.1. DISTRICT and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

7.4.2. Neither DISTRICT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 7.4.1. and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than DISTRICT and ENGINEER.

AS PER ORIGINAL C0249

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 This Agreement and the Exhibits attached hereto and any written changes, alterations or amendments mutually agreed upon constitute the entire Agreement between DISTRICT and ENGINEER and supersedes all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

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

LICHLITER/JAMESON & ASSOCIATES, INC.
(Engineer)

BY: _____
William O. Jameson, President

ATTEST:

BY: _____

_____
(DISTRICT)

BY: _____

ATTEST:

BY: _____

AS PER ORIGINAL

00250

Lichliter/Jameson & Associates, Inc.

CONSULTING ENGINEERING PLANNING SURVEYING

Exhibit "A"

SCHEDULE OF HOURLY RATES, BILLING POLICIES AND LIABILITY LIMITATIONS

Effective April 1, 1986

Personnel Charges

Services performed by staff shall be billed on the basis of "labor cost" of each employee times a multiplier of 2.2.

Labor cost is defined as the cost of salaries paid to Engineer's personnel plus payroll burden, currently 37% for social security contributions, federal and state employment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

Principal will be billed at an imputed rate of $95.00.

Intergraph CADD system will be billed at a rate of $45/hour plus operator time.

Reimburseable expenses such as reproduction, telephone, out-of-town travel expenses and other non-labor charges directly related to the project will be billed at cost in addition to the fees agreed upon for services rendered. Vehicle mileage other than survey will be charged at a rate of $.30 per mile. Filing fees, permit fees and other special charges which are advanced on behalf of the client will be billed on a similar basis plus a 10% service charge.

Surveying Services

Field party rate includes personnel/supervision, vehicle, normal equipment and supplies. Client requested overtime rate shall be 1.3 times standard rate.

Field Party	$82.00/hour
EDM	No Charge

Mileage shall be charged at the rate of 40 cents per mile for all travel in excess of 100 mile round trip.

Billings for services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. Lichliter/Jameson & Associates, Inc. reserves the right to stop work should invoices not be paid within the stated terms. The amount of any excise, VAT or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above.

Lichliter/Jameson & Associates, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys or professional advice, except that they are prepared, issued and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Lichliter/Jameson & Associates, Inc. for any negligence, error or omission in connection with the services provided shall not exceed the total compensation received for said services.

NOTES: (1) When Construction Cost is under $50,000, 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.

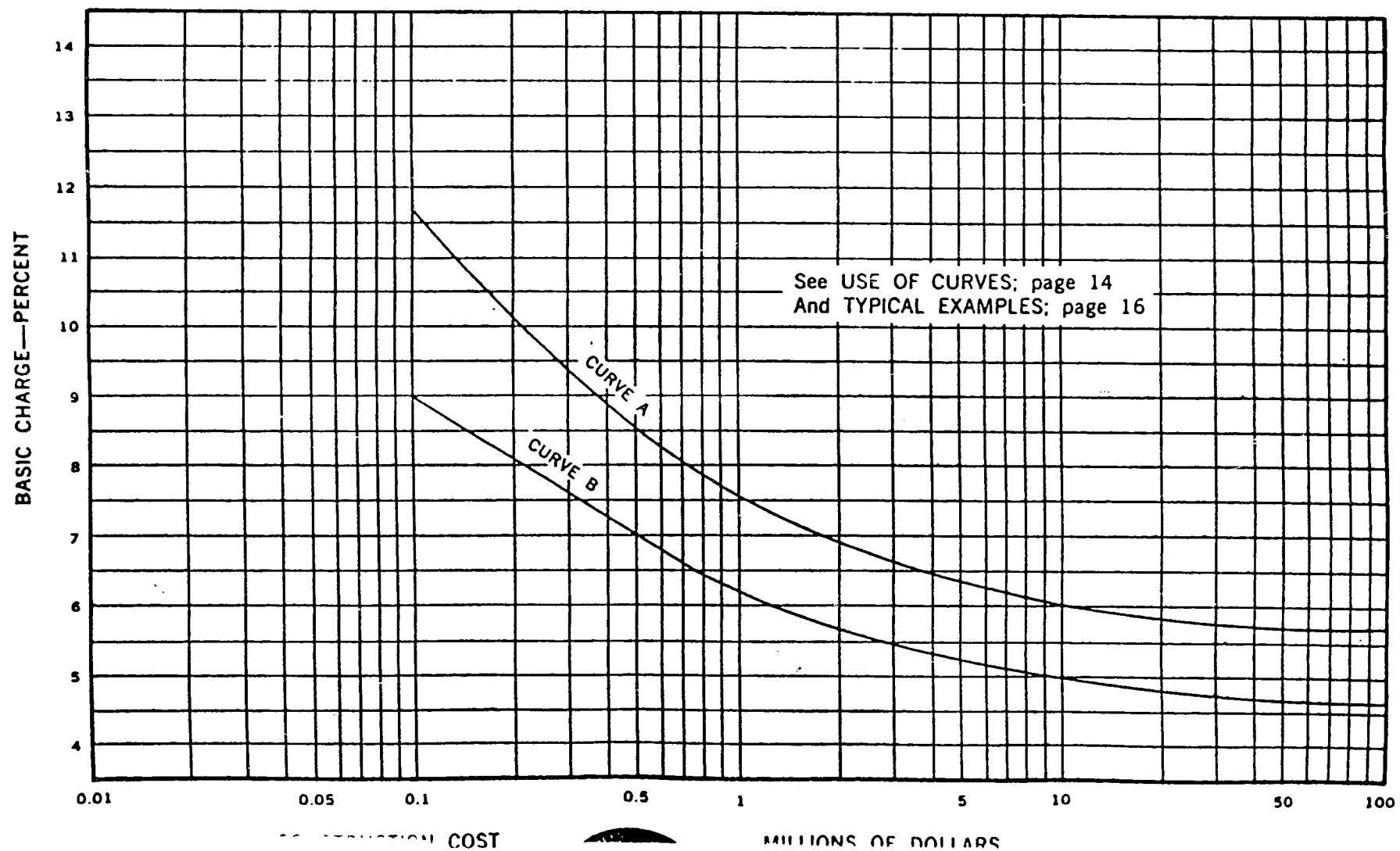


EXHIBIT "B"

Curves of Median Compensation

CURVES A AND B

AS PER ORIGINAL

00251

AS PER ORIGINAL 00252

EXHIBIT "C"

Lichliter/Jameson & Associates, Inc.

CONSULTING ENGINEERING PLANNING SURVEYING

March 25, 1987

Fort Bend County Flood Control
Water Supply Corporation
3417 Avenue F
Rosenberg, Texas 77471

Attention: Mr. Don Russell, Chairman

Re: Proposal - Engineering Services

Gentlemen:

Lichliter/Jameson & Associates, Inc. hereby proposes to perform the following services in accordance with our Master Engineering Agreement dated March 18, 1987 as set forth below.

I. Prepare application to Texas Water Development Board for matching funds to prepare implementation plan for Middle Oyster Creek Watershed (generally described as Oyster Creek from the west line of First Colony Levee Improvement District to the Brazos River, Stafford Run, Flat Bank Creek and Steepbank Creek.

II. Prepare an implementation plan and financing feasibility study for the Flat Bank Creek/Middle Oyster Creek Watershed including but not limited to the following scope of work:

A. Review Existing Engineering and Planning Reports

1. Flat Bank Creek Drainge Study (L/JA)
2. Stafford Run Drainage Study (Jones & Carter)
3. Oyster Creek Drainage Study (LAN)
4. Master Plan for Fort Bend County (Espey-Huston)

NOTE: If engineering hydraulic analysis is required by L/JA to resolve differences between the various study, this shall be considered an Additional Service in accordance with our Master Engineering Agreement.

B. Prepare summary of projects and their construction alternatives at reconnaissance level researching available data

1. Estimated Costs
2. Required Rights-of-Way
3. Permits and Approvals Required
4. Environmental Analysis
5. Geological Investigation
6. Archaelogical Studies

C. Coordinate the Market Research Study Performed on Watershed by Marketing Consultant (this study shall be commissioned directly by the Board of Directors)

1. Examine Existing Development
2. Project Future Development to Ultimate for Entire Watershed Utilizing

   a. Educational, occupational and income characteristics
   b. Land use and zoning patterns
   c. Availability of transportation and utilities

3. Predict Assumption Rates and Land Use on a Yearly Basis until Build-out

4. Determine Value of Existing and Projected Development Over Planning Period on Yearly Basis

D. Examine Existing Impact Fees, Taxes, Revenue Available, Identify Participants

E. Determine Required Revenues to Retire Indebtedness Projected for Alternatives

F. Perform Cash Flow and Other Economic Analysis on Available Alternative Construction Plans

G. Identify Feasible Combinations of Impact Fees and Other Revenue Sources for Alternative Construction Plans

H. Develop Phasing Program for the Improvements

I. Prepare Final Implementation Plan Presenting Feasible Projects and Phasing, Schedule, and Financing Programs

It is our understanding that this application must be submitted no later than April 1 to the Texas Water Development Board and the feasibility study no later than August 31 to the Texas Water Development Board. The fee for these services shall be a lump sum amount of $75,000 plus reimbursable expenses estimated to be $5,450 payable monthly on a percentage completion basis.

We understand, in as much as the corporation has no funds at the present time, Lichliter/Jameson & Associates, Inc. agrees to advance the corporation sufficient funds to cover 50% of the engineering fees provided that:

1. The corporation pays L/JA the matching funds it does receive from the Texas Water Development Board equal to 50% of our invoiced engineering fee.

2. The corporation will pay the remaining 50% of the lump sum engineering fee plus interest upon receipt of bond funds or other funds whichever occurs first.

Upon board authorization, receipt of which for the "grant application" has already been given, L/JA will proceed with the remaining work.

Thank you for this opportunity. We look forward to serving the board as its engineer.

Very truly yours,

S. W. Kruse, Jr., P.E.
Project Manager

Paul L. Lippke, P.E.
Division Manager

William O. Jameson, P.E.
President

SWK/PLL/WOJ/jjd

cc: Mr. Stanley Kucherka, Fort Bend County Drainage District

File: 413-0000-91

Enclosure

AS PER ORIGINAL 00255

VINSON & ELKINS
ATTORNEYS AT LAW
3300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE 713 651-2222 TELEX 762146

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE. N.W.
WASHINGTON, D.C. 20004-1007
TELEPHONE 202 639-6500 TELEX 89660

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 8400

2020 LTV CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 979-6600

March 25, 1987

Board of Directors
Fort Bend Flood Control Water Supply Corporation
Fort Bend County, Texas

Board Members:

The purpose of this letter is to set forth the terms under which our Firm has agreed to perform certain legal services described herein for the Fort Bend Flood Control Water Supply Corporation (the "Corporation").

We have previously performed services in connection with the incorporation and organization of the Corporation including the following services: preparing Articles of Incorporation, Bylaws and other instruments required in connection with the incorporation and organization of the Corporation; filing documents necessary for incorporation with the Secretary of State of Texas; performing various other services in connection with the organization of the Corporation; preparation of documents for the Corporation's organizational meeting, and advising and coordinating the Board of Directors of the Corporation (the "Board") concerning such meetings. In addition, we have incurred certain expenses in connection with performing said services.

This letter, when accepted by you, will evidence your approval of the services performed by this Firm in connection with the incorporation and organization of the Corporation. In addition, your acceptance of this letter will evidence our agreement to perform additional legal services as herein described.

We will perform services as bond counsel in connection with the authorization, issuance and sale of bonds to be issued by the Corporation from time to time to finance projects authorized by the Board. In particular, we will prepare and direct the legal proceedings and perform other

necessary legal work with reference to the authorization and issuance of the bonds, including the following:

(1) Prepare necessary resolutions, indentures and other instruments which comprise the transcript of legal proceedings pertaining to the authorization and issuance of the bonds;

(2) With reference to the approval, authorization and issuance of the bonds, attend meetings of the Board of Directors to the extent required or requested;

(3) Attend information meetings with prospective bond purchasers, including the Texas Water Development Board, if applicable, and meetings with bond rating agencies to the extent applicable;

(4) Consult with the financial advisor, underwriters and their counsel to the extent required or requested;

(5) Attend meetings with and consult with the financial advisor, underwriters and bond rating agencies to the extent required or requested;

(6) Supervise the printing of the bonds and the delivery thereof to the purchasers; and

(7) When so delivered, render its approving opinion concerning the validity of the bonds and the exemption of the interest thereon from federal income taxation, it being understood that such approving opinion would be fully acceptable nationally in regular commercial investment banking and bond marketing channels.

As bond counsel for the Corporation, the Firm will continue to perform this somewhat specialized legal service. The tasks undertaken will be those necessary to render an opinion generally to the effect that the issuance, execution, and the delivery of the bonds have been duly authorized in accordance with the Constitution and laws of the State of Texas, that the bonds constitute legal, valid, and binding obligations of the Corporation, and that the interest on the bonds is exempt from federal income taxes under existing statutes, regulations, published rulings, and court

decisions. The Corporation understands and agrees that we cannot render conclusive opinions as to pending or future legislation which may relate to the bonds, but will assist the Corporation in evaluating the potential effects, if any, of such legislation.

It is not anticipated that the bonds will be offered for sale by the use of an Official Statement. However, in the event such a document is prepared by the underwriter of the bonds, if requested the Firm agrees to review the information therein describing the bonds themselves, the security therefor, and the federal income tax status thereof, and the Corporation will be billed at our regular hourly rate. The Firm will not undertake to independently verify any of the other factual information contained in the official statement, nor will the Firm conduct any investigation of financial matters relating to the Corporation or the project being financed. Therefore, the underwriter and its counsel will bear the responsibility of ascertaining that such information is accurate and complete. To reflect the limited nature of our engagement, the Official Statement will contain a statement describing our services as outlined above stating that the Firm's limited participation may not be relied upon as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of the information contained therein. When requested, attorneys from our corporate finance and securities section will be available to provide consultation with respect to specific disclosure questions, and the Corporation will be billed at our regular hourly rate.

For its services in connection with the authorization, issuance and sale of the Corporation's bonds, the Corporation will pay us, from the proceeds of sale of each issue or installment of the bonds the following:

(1) an amount equal to .75% of the first $5,000,000 in principal amount of such bonds; and

(2) an amount equal to .50% of the next $5,000,000 in principal amount of such bonds; and

(3) an amount equal to .25% of the next $15,000,000 in principal amount of such bonds; and

(4) an amount equal to .10% of the principal amount of such bonds above $25,000,000 in principal amount.

The minimum fee for our services as bond counsel in connection with each bond issue shall be $50,000. Our fees for the above legal services with regard to bond issues is wholly contingent upon the actual sale and delivery of the bonds, will be payable at the time of the sale and delivery of the bonds, and will vary with the size of the bond issue, as set forth above.

In addition to our services as bond counsel, we will assist in calling meetings of the Board and in the preparation of agendas and minutes for the meetings and orders and resolutions for adoption by the Board, and we will maintain certain files and records for the Corporation. We will prepare an application to the Internal Revenue Service (the "Service") for tax exempt status under 501(c)(3) of the Internal Revenue Code (the "Code") and we will correspond with the Service in connection with obtaining a ruling that the Corporation qualifies under 501(c)(3) of the Code. When authorized by the Board, we will represent the Corporation in contract negotiation and preparation. Also, we will represent the Corporation in application for permits, litigation not involving the adverse interests of other clients, land acquisition transactions, and other legal services which the Corporation may require from time to time.

For the additional services outlined above (including any such services heretofore performed by us with the authorization of the Board), our fees will be determined by the time consumed in providing the service, the level of experience and ability of the attorney performing the service, and the difficulty and complexity of the task involved. The Corporation will be billed for such work on an hourly basis at rates consistent with the rates charged similar nonprofit corporations for similar services. Any services performed by non-lawyer legal assistants will be billed at an hourly rate consistent with the rates charged similar corporations for similar services. These fees will be billed from time to time as the work is performed or at such regular intervals, not to exceed six months, as the Board may direct.

In addition, the Corporation will reimburse us for actual out-of-pocket expenses, such as printing and reproduction of documents, secretarial overtime, travel,

telephone, telegraph, telex, and similar expenses, and all items paid for by us on behalf of the Corporation. All of our expenses will be reasonable and subject to approval of the Board.

This agreement may be terminated by either the Corporation or by us giving thirty (30) days written notice to the other party. If terminated, we would expect to be paid all fees and expenses to the date of termination.

If the terms and conditions set forth above are satisfactory, please take formal action to employ this Firm and indicate your acceptance of this agreement by signature below.

Respectfully submitted,

VINSON & ELKINS

By _____

Approved and accepted by the Board of Directors on the 25th day of March, 1987.

_____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

(SEAL)

2A/FBFC(f)

The State of Texas
County of Fort Bend

This Contract (the "Contract") is made as of MARCH 25, 1987, by and between the Fort Bend County Flood Control Water Supply Corporation (the "Corporation") and Masterson & Company ("Masterson").

Recitals

1. The Corporation has plans to issue revenue bonds in various phases or issues for the purpose of providing funds for the construction of water and flood control storage facilities and the costs related to the issuance of such Bonds.

2. The Corporation has retained the firm of Vinson & Elkins, Houston, Texas as bond counsel ("Bond Counsel") who will prepare the proceedings and advise the steps necessary to be taken in the legal issuance of bonds, and the final delivery of bonds and who will issue an opinion approving the legality and tax exemption of such bonds.

Now, therefore, in consideration of the premises and other good and valuable consideration and of the mutual benefits, covenants, and respective agreements hereinafter set forth and expressed, the Corporation and Masterson agree as follows:

I.

In the event the Corporation desires to negotiate a sale of the bonds to the general public in the open market, the Corporation and Masterson hereby evidence their intent to enter into negotiations with each other relating to such a sale.

II.

If the Corporation and Masterson do not neogitate a purchase as described in Article I above, and the Corporation decides to sell the bonds to the Texas Water Development Board or at competitive sale, then and in that event Masterson will serve as financial advisor to the Corporation in connection with the sale of bonds by the Corporation and in such capacity Masterson will perform the following services:

1. To review revenue receipts of the Corporation along with the consideration of ad valorem taxes, if necessary, in order to devise a plan of financing, a maturity schedule of each issue of bonds, options of prior payment and other matters of a financial nature, all in order to issue bonds under terms and conditions most advantageous to the Corporation consistent with a minimum effective interest rate.

2. To advise the Corporation of current bond market conditions and forthcoming bond issues and other general information and economic data which might

normally be expected to influence the issuance and sale of bonds.

3. To consider and advise the Corporation of whether to proceed to attempt to sell any issue of bonds to the Texas Water Development Board or in the alternative a sale to the general public.

4. To assist in the necessary applications and approvals in the event of the sale of the bonds to the Texas Water Development Board.

5. In the event of a sale to the general public, to submit to the Corporation's Board of Directors, data compiled and approved for use in the Corporation's Official Statement and in the event of a competitive sale, the Official Notice of Sale and Official Bid Form (the "Official Documents"), containing information and data ordinarily found in such documents and to arrange for the publication and distribution of the Official Documents. The Official Documents shall be submitted to the Corporation's Board of directors for its approval, which approval must be received prior to the sale of any issue of bonds.

6. To prepare and process applications to national rating agencies for municipal bond ratings, the

fees and related travel expenses for which are to be paid by the Corporation.

7. To work with appropriate consultants of the Corporation to recommend proper debt structures, charges and other matters relating to the issuance of the Bonds.

The Corporation in consideration of the services to be performed by Masterson as Financial Advisor under this Article, will pay a fee to be computed at the rate of $5.00 per $1,000.00 of bonds issued by the Corporation.

Such fee shall become due and payable as soon as practicable after delivery of the bonds to the purchaser.

The Corporation will pay the costs of compiling, printing and distributing the Official Documents, the printing of the Bonds, and the fees of Bond Counsel.

III.

It is further understood and agreed that Masterson reserves the right to submit a bid for the bonds when offered for sale at competitive bidding or to negotiate a purchase of the bonds if the Corporation should decide to offer the bonds on a negotiated basis.

IV.

This Contract may be terminated by either party at any time prior to the issuance of any portion of the Bonds upon delivery of 30 days written notice to that effect to the

other party. However, if the Corporation terminates this Contract prior to its expiration, it shall, upon such termination, pay to Masterson any expenses incurred which are the responsibility of the Corporation in accordance with this Contract.

In Witness Whereof, the parties hereto have caused the Contract to be signed in duplicate originals as of the date and year first above set forth.

MASTERSON & COMPANY

By _____
Thomas W. Masterson
President

FORT BEND COUNTY FLOOD CONTROL
WATER SUPPLY CORPORATION

By _____
Don L. Russell
President

ATTEST:

_____
Charles F. Howard, Secretary

AS PER ORIGINAL

Peat Marwick

Peat Marwick Main & Co.
RepublicBank Center
700 Louisiana
P.O. Box 4545
Houston, TX 77210-4545

Telephone 713 224 4262
Telex 286705 PMMT UR (RCA)

Telecopier 713 224 4566

June 10, 1987

Mr. Don Russell
President
Fort Bend Flood Control
Water Supply Corporation
Richmond, Texas

Dear Mr. Russell:

This letter will confirm Peat Marwick Main & Co.'s agreement to assist the Fort Bend Flood Control Water Supply Corporation (FBFCWSC) in analyzing future development trends in the Middle Oyster Creek, Flat Bank Creek and Stafford Run watersheds. This letter summarizes our understanding of your objectives, our approach to accomplishing those objectives, and the time and professional fees necessary to complete the project.

BACKGROUND AND OBJECTIVES

Fort Bend County is updating its county-wide flood control plan, which would control flooding and drainage problems in the various watersheds throughout the County. In addition, flood control and drainage planning is currently being done by the various municipalities within the county. The newly created FBFCWSC wishes to help augment the county-wide flood control plan.

The regional flood control plan would free additional acreage, which is currently in the flood plan, for development. Fort Bend County would issue revenue bonds based on anticipated developer fees in addition to county, city and political subdivision participation.

In conjunction with the firm responsible for performing the engineering analysis for watershed improvements on Middle Oyster Creek, Flat Bank Creek and Stafford Run Watersheds, you have asked Peat Marwick to conduct the necessary research and analysis on development trends. More specifically, our objectives will be to:

- Assess historical and future population in each area;
- Analyze the annual rate of land absorption in each of the watershed areas mentioned above (i.e., historical and future platting activity);

- Evaluate economic, land use and related demographic data; and

- Prepare a report summarizing this information on which to base a projection of estimated revenues, that could be used to retire revenue bonds issued by Fort Bend County.

SCOPE AND APPROACH

The scope of our assistance will be limited to the three watersheds described previously. In addition we will include all sub watersheds as defined by Lichliter, Jameson and Associates, Inc., which will govern the land to be potentially developed and, hence, analyzed by Peat Marwick.

In conducting this project, we will undertake the following tasks:

- Review information on each watershed regarding acreage available to be developed, current activity within the areas, and future activity;

- Conduct interviews with appropriate developers and property management personnel to enhance our understanding of future plans for development and the timing;

- Analyze existing sources of information on:

  - Population estimates,
  - Housing estimates,
  - Planned industrial growth,
  - Employment, and
  - Related demographics;

- Prepare a computer-assisted model to assist in aggregating and analyzing this information in concert with certain assumptions (e.g., developer fee levels) provided by the FBCWSC; and

- Prepare a report to estimate the availability of revenues, over the next 15 - 20 years, that could be used to retire revenue bonds issued by Fort Bend County.

There will usually be differences between projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. Our report will contain a statement to that effect.

Peat Marwick

C0267

We have no responsibility to update our report for events and circumstances occurring after the date of our report.

If either Fort Bend County or the FBFCWSC intends to reproduce and publish our report, it must be reproduced in its entirety, and both the first and subsequent corrected drafts of the document containing the report and any accompanying material must be submitted to us for approval.

TIMING AND FEES

Recognizing the timing necessary to complete this project, we are prepared to have our draft report completed in four to six weeks, for your review. Subsequent to your review, we will finalize our work within two weeks.

Our professional fees are based upon the amount of time and level of skill necessary to complete an assignment. We will perform this project for $22,500, inclusive of expenses.

It is our understanding that payment will be funded from the proceeds of the bond issue, or from the proceeds of a study grant when funds become available.

* * * * *

We appreciate the opportunity to work with the Fort Bend Flood Control Water Supply Corporation on this important project.

Very truly yours,

PEAT MARWICK MAIN & CO.

Thomas J. Andrus, Manager

TJA:SBD

Mr. Don Russell
Fort Bend Flood Control
Water Supply Corporation
June 10, 1987
Page 4

Approved and accepted by the Board of Directors on the 11th day of September, 1987.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

21

AS PER ORIGINAL

Proposed changes to the Employee Information Manual. All proposed changes are marked in yellow. These changes are recommended by the County Policy and Procedure Committee.

C0269

0034

R Sellek

WORKER'S COMPENSATION

AS PER ORIGINAL

C0270

0034

Worker's Compensation Insurance is provided for the employees of the County for occupational illnesses and on-the-job accidents. The insurance covers 100% of medical expenses, death and disability of any employee who qualifies.

Any employee who qualifies for Worker's Compensation Insurance will continue to receive compensation from the County, which compensation will be his/her regular salary, LESS WORKER'S COMPENSATION BENEFITS, and such salary will be paid as indicated in the following schedule:

Up to 1 year of employment ----------	1 month's salary
Over 1 year but less than 2 years ----------	2 month's salary
Over 2 years but less than 3 years ----------	3 month's salary
Over 3 years but less than 4 years ----------	4 month's salary
Over 4 years but less than 5 years ----------	5 month's salary
Over 5 years but less than 6 years ----------	6 month's salary
Over 6 years but less than 7 years ----------	7 month's salary
Over 7 years but less than 8 years ----------	8 month's salary
Over 8 years but less than 9 years ----------	9 month's salary
Over 9 years but less than 10 years ----------	10 month's salary
Over 10 years of employment ----------	12 month's salary

Once the County Compensation is used up, the employee must start over with a new anniversary date to earn additional compensation for any job related injury. Example: If an employee is injured and he/she qualifies for seven months County Compensation and he/she uses only four months compensation, he/she would have three months compensation left to apply to another job related injury. If he/she used all seven months and was reinjured the first week back at work, they would receive no additional compensation from the County.

example:

Under the law, the County has ten (10) days to report any worker's compensation claim to the Industrial Accident Board. If accidents are not reported in this time frame, a $500.00 penalty may be assessed against the County.

IMPORTANT NOTICE CONCERNING WORKER'S COMPENSATION:

Employee must file Worker's Compensation claim forms immediately for Any On-The-Job accident or illness.

Claim forms are available through your Department Head or at the County Personnel Office.

DEFENSIVE DRIVING

In 1979, the Commissioners Court of Fort Bend County formed a County Safety Committee at the recommendation to the County insurance company. The Safety Committee is composed of twelve members. The twelve 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, the Library, and Fire Marshal/Safety Officer.

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.

It is mandatory that all employees who drive a county vehicle take the defensive driving course every three years. At the discretion of the department head, law enforcement/emergency personnel may replace the County Defensive driving course with a high-stress, low-speed driving 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 342-7359.

FORT BEND COUNTY RULES FOR PERSONNEL

The purpose of these rules and regulations are not to restrict the rights of anyone, but it is to define these rights and to protect the rights of all employees and to insure cooperation. Committing any of the following violations will be sufficient grounds for disciplinary action ranging from reprimand to immediate discharge.

1. Smoking while on duty if applicable to your department or area.
2. Eating or drinking while on duty if applicable to your department.
3. Failure to wear appropriate dress and/or uniform if required.
4. Absent from work.
5. Reporting late for work.
6. Leaving his/her work station during working hours without permission.
7. Creating conditions that cause safety hazards or create unsanitary conditions.
8. Unauthorized possession of weapons on county premises during working hours or while on duty.
9. Refusal to obey orders of his/her supervisor.
10. Refusal or failure to do job assignment.
11. Threatening, intimidating, coercing, or interfering with employees, supervisors or the public.
12. No gambling while on duty.
13. Abusive language to employees, supervisors, or to the public.
14. Fighting on county property.
15. Theft or misappropriation of property belonging to employees, the public or the county.
16. Abuse or destruction of county property.
17. Possession of, or drinking of, liquor, or any alcoholic beverage while on duty. Reporting for work under the influence of alcohol.

22. CONSIDER AMENDING THE FOLLOWING BUDGETS: INDIGENT CARE; INSURANCE (PROPERTY); REPAIRS TO EQUIPMENT; & COUNTY JUVENILE BOARD & JUDGES:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to amend the following budgets: Funds to come from 1986 ending balance as presented by Robert Grayless, Assistant Auditor.

Indigent Care -	$ 400,000
Insurance (Property)	$ 173,000
repair to equipment	$ 5,000
Juvenile Bd.& Judges	$ 8,219
TOTAL	$ 586,219.00

23. CONSIDER AUTHORIZING BIDS FOR CONSTRUCTION OF A BARBED WIRE FENCE ON THE W. W. HEITMAN FRONTAGE ON FM-442 IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for construction of a barbed wire fence on the W.W. Heitman frontage on FM-442 in Precinct 2. Funds to come from right-of-way fund.

24. TAKE ACTION ON THE FOLLOWING BIDS: (1) CONCRETE FOR FORT BEND COUNTY (#87-80); (2) ROAD SIGN MATERIALS (#87-81); (3) ONE OR MORE NEW TRUCK-MOUNTED HERBICIDE APPLICATORS WITH COMPUTERIZED CHEMICAL INJECTION SYSTEM (#87-82); (4) ONE OR MORE NEW CRAWLER TRACTORS WITHOUT BLADE (#87-83); (5) ONE OR MORE NEW CRAWLER TRACTOR WITH BLADE WITH OR WITHOUT TRADE-IN (#87-85); (6) ONE OR MORE USED CRAWLER TRACTOR WITH OR WITHOUT TRADE-IN (#87-86); (7) ONE OR MORE NEW COMPAQ DESK PRO 386-40 OR EQUAL (#87-88):

Take action on concrete for Fort Bend County:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to H-K READY MIX for concrete for Fort Bend County. (Recorded in minutes in full)

Take action on the bids for road sign materials:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' court finds that the best bid be awarded to HALL SIGNS, PRICE BARRACADE and U.S. STANDARD SIGN, based on availability & price at time of order. (Recorded in minutes in full)

Take action on one or more new truck-mounted herbicide applicators with computerized chemical injection 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 CIBOLO MANUFACTURING, INC. for one new truck-mounted herbicide applicators with computerized chemical injection system, in the amount of $64,678.40 for Drainage District. (Recorded in minutes in full)

Take action on one or more new crawler tractors without 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 CASE POWER AND EQUIPMENT for one crawler tractors without blade, in the amount of $26,649.00 each for Drainage District. (Recorded in minutes in full)

ANNUAL CONTRACT FOR THE PURCHASE OF CONCRETE FOR FORT BEND COUNTY
BID #87-80

COMPANY/CONTACT	PRICE PER YARD DELIVERED TO: ARCOLA	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGARLAND	PLANT	MILEAGE
✓ H - K READY MIX 3002 FM 2977 DONALD HODGES 342-2160	$38.35	$38.35	$38.35	$38.35	$38.35	$38.35	$35.00	-0-
C.O.D. CONCRETE WESTHEIMER HULL AIRPORT KATY S. MAIN STAFFORD BILL WATSON 953-4500	$39.00	$39.00	$39.00	NO BID	$39.00	$39.00	$32.00	7-12 MILES $.50 12-OVER $.75
ALLIED CONCRETE RICHMOND READING RD. RANDY SCHMIDT 342-5416	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00	-0-
TEXAS INDUSTRIES MISSOURI CITY AND CLODINE WAYNE MCMURTRAY 785-3330	NO BID	NO BID	$42.00	NO BID	$44.00	$42.00	$38.00	N/A

AS PER ORIGINAL

24/2

AS PER ORIGINAL

00276

ANNUAL CONTRACT FOR THE PURCHASE OF ROAD SIGN MATERIALS FOR FORT BEND COUNTY
BID #87-81

1. SIGN POSTS, TUBULAR STEEL, 2-3/8" DIA. GALVANIZED BRIGHT: 0034

PRICE EACH POST

COMPANY:	HALL SIGNS*		PRICE BARRACADE		U.S. STANDARD SIGN**	
	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50
10', .065" WALL	N/B	N/B	12.82	11.12	N/B	N/B
10', .080" WALL	N/B	N/B	N/B	N/B	N/B	N/B
12', .065" WALL	N/B	N/B	15.30	14.25	N/B	N/B
12', .080" WALL	N/B	N/B	N/B	N/B	N/B	N/B

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

COMPANY	HALL SIGNS		PRICE BARRACADE		U.S. STANDARD SIGN	
	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50
8', 2 LB/FT.	N/B	N/B	8.59	7.64	9.04	8.70
10', 2 LB/FT.	N/B	N/B	10.61	9.43	11.30	10.87
12', 2 LB/FT.	N/B	N/B	13.64	12.20	13.56	13.04
12', 3 LB/FT.	N/B	N/B	19.72	17.57	19.48	18.24

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

COMPANY:	HALL SIGNS		PRICE BARRACADE		U.S. STANDARD SIGN	
	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50
8', 2 LB/FT.	N/B	N/B	11.22	9.95	6.80	6.48
10', 2 LB/FT.	N/B	N/B	13.89	12.32	8.50	8.10
12', 2 LB/FT.	N/B	N/B	17.57	15.69	10.20	9.72
12', 3 LB/FT.	N/B	N/B	25.44	22.63	15.24	14.52
12', 4 LB/FT.	N/B	N/B	34.94	30.97	19.68	18.18

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

PRICE EACH SIGN

COMPANY:	HALL SIGNS		PRICE BARRACADE		U.S. STANDARD SIGN	
	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50
OCTAGON:						
24" X 24"	7.00	6.80	7.85	6.93	7.65	6.75
30" X 30"	10.75	10.55	12.38	10.92	11.96	10.55
36" X 36"	15.66	15.35	17.93	15.82	17.22	15.19
TRIANGLE:						
30" X 30" X 30"	5.15	4.94	7.30	6.44	6.34	5.64
36" X 36" X 36"	7.15	6.93	10.76	9.49	9.13	8.12
36" X 48" X 48"	12.00	11.00	25.44	22.44***	11.66	10.31

PRICE BARRACADE
***~~HALL SIGNS~~: BIDDING A 48" X 48" X 48" TRIANGLE SIGN BLANK.

	HALL SIGNS*		PRICE BARRACADE		U.S. STANDARD SIGN**	
	1-49	OVER 50	1-49	OVER 50	1-49	OVER 50
RECTANGULAR:						
12" X 6"	.95	.90	1.02	.90	1.02	.90
12" X 18"	2.80	2.60	3.09	2.73	3.04	2.71
18" X 24"	5.40	5.20	6.20	5.47	6.09	5.41
21" X 15"	4.10	3.91	4.85	4.27	4.44	3.94
24" X 6"	2.04	1.84	2.05	1.81	2.03	1.80
24" X 8"	2.53	2.33	2.74	2.42	2.70	2.40
24" X 10"	3.10	2.90	3.43	3.02	3.38	3.00
24" X 12"	3.68	3.48	4.12	3.64	4.06	3.61
24" X 30"	8.87	8.67	10.33	9.11	10.14	9.02
30" X 6"	2.40	2.20	2.58	2.27	2.54	2.25
30" X 36"	13.15	12.94	15.51	13.68	15.22	13.52
36" X 6"	2.90	2.70	3.08	2.73	3.04	2.71
36" X 12"	5.40	5.20	6.20	5.47	6.09	5.41
36" X 24"	10.63	10.43	12.38	10.92	12.17	10.82
48" X 18"	10.63	10.43	12.38	10.92	12.17	10.82
48" X 24"	14.30	13.94	16.52	14.57	16.23	14.43
48" X 30"	17.70	17.39	20.66	18.23	20.29	18.03
48" X 36"	21.20	20.87	24.78	21.86	24.34	21.64
60" X 24"	17.70	17.39	20.66	18.23	20.29	18.03
60" X 30"	22.10	21.73	25.81	22.78	25.36	22.54
60" X 36"	26.37	26.07	30.99	27.34	30.43	27.05
SQUARE (DIAMOND):						
24" X 24"	7.10	6.93	8.23	7.26	8.11	7.21
30" X 30"	11.10	10.86	12.88	11.36	12.68	11.27
36" X 36"	16.05	15.66	18.55	16.36	18.26	16.23
CIRCLE:						
36"	16.30	16.00	20.08	17.71	16.96	14.93

*HALL SIGNS: SHIPMENT WILL BE WITHIN 45 DAYS AFTER RECEIPT OF ORDER.
PRICES ARE BASED ON A MINIMUM ORDER OF $1,000.00.

**U.S. STANDARD SIGNS CO: PRICES BID FOR ORDER OF 1-49 ARE BASED ON SHIPMENTS OF LESS THAN 5,000 LBS.
PRICES BID FOR ORDER OVER 50 ARE BASED ON SHIPMENTS OF 5,000 LBS. OR MORE.

AS PER ORIGINAL 002278

0034

24/3

PURCHASE OF ONE (1) OR MORE NEW TRUCK MOUNTED HERBICIDE APPLICATOR
WITH COMPUTERIZED CHEMICAL INJECTION SYSTEM
BID #87-82

COMPANY	BID PRICE
CIBOLO MANUFACTURING, INC. 1105 SIMMONS STREET JOURDANTON, TEXAS 78026-2855	$64,678.40
ALVIN EQUIPMENT CO., INC. P.O. BOX 1907 ALVIN, TX 77512-1907	NO BID

00279

AS PER ORIGINAL
0034

24/4

PURCHASE OF ONE (1) OR MORE NEW CRAWLER TRACTORS
WITHOUT BLADE
BID #87-83

COMPANY	BID PRICE
✓ CASE POWER AND EQUIPMENT P.O. BOX 1147 ROSENBERG, TX 77471	$26,649.00
PRECO MACHINERY SALES, INC. P.O. BOX 12625 HOUSTON, TX 77217	$26,875.00

00280

24/5

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW CRAWLER TRACTOR WITH BLADE WITH OR WITHOUT TRADE-IN
BID #87-85

COMPANY	UNIT BID PRICE	TRADE-IN ALLOWANCE	NET PRICE	MAKE AND MODEL
✓ WAUKESHA-PEARCE, IND. P.O. BOX 35068 HOUSTON, TX 77235	$166,494.00	$7,500.00	$158,994.00	DRESSER TD25G
HI-WAY EQUIPMENT P.O. BOX 14174 HOUSTON, TX 77221	$178,946.00	NO BID	$178,946.00	FIATALLIS FD30-B
WAUKESHA-PEARCE, IND. P.O. BOX 35068 HOUSTON, TX 77235	$180,748.00	$7,500.00	$173,248.00	DRESSER TD25G
ALVIN EQUIPMENT P.O. BOX 1907 ALVIN, TX 77512	NO BID			
MUSTANG TRACTOR P.O. BOX 1373 HOUSTON, TX 77251	$162,178.00	DOES NOT MEET SPECIFICATIONS: WEIGHT WITH BLADE IS 68,000 LBS. SPECS CALL FOR 72,000 LBS. MINIMUM.		

AS PER ORIGINAL C0281

0034

#24(5)

PURCHASE OF ONE (1) OR MORE NEW CRAWLER TRACTOR WITH BLADE WITH OR WITHOUT TRADE-IN
BID #87-85

COMPANY	UNIT BID PRICE	TRADE-IN ALLOWANCE	NET PRICE	MAKE AND MODEL
WAUKESHA-PEARCE, IND. P.O. BOX 35068 HOUSTON, TX 77235	$166,494.00	$7,500.00	$158,994.00	DRESSER TD25G Non Spec No Blade
HI-WAY EQUIPMENT P.O. BOX 14174 HOUSTON, TX 77221	$178,946.00	NO BID	$178,946.00	FIATALLIS FD30-B
WAUKESHA-PEARCE, IND. P.O. BOX 35068 HOUSTON, TX 77235	$180,748.00	$7,500.00	$173,248.00	DRESSER TD25G
ALVIN EQUIPMENT P.O. BOX 1907 ALVIN, TX 77512	NO BID			
MUSTANG TRACTOR P.O. BOX 1373 HOUSTON, TX 77251	$162,178.00	DOES NOT MEET SPECIFICATIONS: WEIGHT WITH BLADE IS 68,000 LBS. SPECS CALL FOR 72,000 LBS. MINIMUM.		

Approved By Comm Ct 11-9-87

00282 0034

AS PER ORIGINAL

rejected

246

PURCHASE OF ONE (1) OR MORE USED CRAWLER TRACTOR WITH OR WITHOUT TRADE-IN
BID #87-86

COMPANY	UNIT PRICE	TRADE-IN	NET PRICE	PRICE W/O BLADE	TRADE-IN W/O BLADE	NET PRICE
CONTINENTAL DREDGING P.O. BOX 2116 PEARLAND, TX 77588	$57,000.00	NO BID	$57,000.00	NO BID	NO BID	NO BID
	MAKE AND MODEL:	CATERPILLER 1978 D8K				
MUSTANG TRACTOR & EQUIP P.O. BOX 1373 HOUSTON, TX 77251	$102,975.00	NO BID	$102,975.00	NO BID	NO BID	NO BID
	MAKE AND MODEL:	CATERPILLER D8K 1985 2485 HOURS SN: 75V75194				
WAUKESHA-PEARCE, INC. P.O. BOX 35068 NOUSTON, TX 77235	$126,000.00	$7,500.00	$118,500.00	NO BID	NO BID	NO BID
	MAKE AND MODEL:	DRESSER TD25G 1984				
MUSTANG TRACTOR & EQUIP P.O. BOX 1373 HOUSTON, TX 77251	$150,350.00	NO BID	$150,350.00	NO BID	NO BID	NO BID
	MAKE AND MOEL:	CATERPILLER 1982 D8L SN: 53Y877				
HI-WAY EQUIPMENT P.O. BOX 14174 HOUSTON, TX 77221	NO BID	NO BID	NO BID	$159,890.00	NO BID	$159,890.00
	MAKE AND MODEL:	FIATALLIS 1985 FD30				
ALVIN EQUIPMENT P.O. BOX 1907 ALVIN, TX 77512	NO BID					

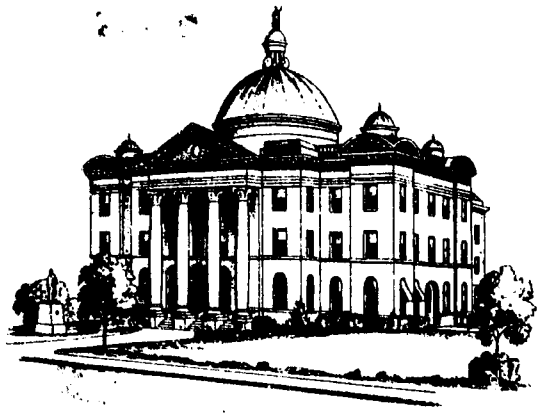
0283

AS PER ORIGINAL

24/7

0034

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

check
X582

November 3, 1987

Mr. Sam Dick
District Attorney
Fort Bend County, Texas

Dear Mr. Dick;

Enclosed are the originals of Proposals received by Commissioners Court in response to your RFP for a computer.

The Proposals were opened on November 2, 1987 and up to this point have been kept secret.

The Competitive Proposal method is fairly new and we are still feeling our way along; however, so far the Commissioners Court has left negotiations and evaluations up to the County Official soliciting the proposals; the awarding of the contract remains with the Court.

We are prepared to issue the Purchase Order as soon as Commissioners Court acts on your recommendation.

John J. Hammett

John J. Hammett

COMPUTER STATION CORPORATION
7800 Bissonnet, Suite 160, Houston, Texas 77074
(713) 777-6860

C0284

RFP 87-88

0034

October 26, 1987

Attn: Jodie E Stavinoha,
County Judge of Ft. Bend County
County Purchasing Dept.
Courthouse Annex,
500 Jackson
Richmond, TX 77469

RE: RFP #87-88

Dear Mr. Stavinoha:

Regarding your request for proposals number 87-88 on Compaq Deskpro 386-40 or equal, we can provide you with a Mitsubishi 386 Computer Model 140, which does not include monitor.

Also, if a monitor is needed to accompany this system we can provide you with a monochrome monitor with a monochrome card, or an EGA monitor with an EGA card.

1. MITSUBISHI 386, MODEL 140.....$3695.00

2. MONOCHROME MONITOR/MONO. CARD.....$200.00

3. EGA MONITOR/EGA CARD.....$600.00

Attached is a brochure which includes all of the specifications of the Mitsubishi 386, model 140 computer.

If you have any questions concerning this proposal, please contact me at (713) 777-6860. Thank you.

Sincerely,

Jeff J

Jeff Jow
Computer Station Corp.

JJ/mc

Take action on one or more new crawler tractor with blade with or without trade-in:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to amend previous motion and accept the best bid of WAUKESHA-PEARCE, INC. for one new crawler Dresser TD25G with blade and trade-in, net price is $173,248.00. (Recorded in minutes in full)

Take action on one or more used crawler tractor with or without trade-in:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject bid on used crawler tractor.

Take action on one or more new compaq desk pro 386-40 or equal:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to MICRO-AGE COMPUTERS, for one Compaq Desk Pro 386-40 in the amount of $5,814.00 for District Attorney's Office - Criminal Intake. Funds to come from grant funds. (Recorded in minutes in full)

25. 1:30 P.M.- OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) JANITORIAL SERVICE FOR THE COURTHOUSE COMPLEX AND OTHER COUNTY BUILDINGS (#87-89); (2) FIVE OR MORE NEW FACSIMILE MACHINES (#87-90):

Open bids for janitorial service for the courthouse complex and other county buildings:

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

A) A & M JANITORIAL SERVICE
B) JANITORIAL SERVICES OF HOUSTON
C) S & K'S ENVIRONMENTS OF TEXAS
D) SOUTHWESTERN BUILDING SERVICES
E) SUNSHINE JANITORIAL SERVICES
F) JANI-KING
G) DARNELL ENTERPRISE

Open bids for five or more new facsimile machines:

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

A) AT & T
B) COMPUSERV COMPUTER SERVICE
C) FUJITSU IMAGING SYSTEMS
D) GLOBAL SERVICES
E) HARTWELL'S OFFICE WORLD, INC.
F) KONICA
G) HARRIS 3-M CORP.
H) ULTIMATE OFFICE PRODUCTS
I) BROWRED BUSINESS MACHINES
J) MINOLTA BUSINESS SYSTEM

RECESS:

Commissioners' Court recessed at 11:15 p.m.

RECONVENE:

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

BID ITEM: ANNUAL CONTRACT TO PROVIDE JANITORIAL SERVICE FOR THE FORT BEND COUNTY COURT-HOUSE COMPLEX AND OTHER FORT BEND COUNTY BUILDINGS

BID NUMBER: 87-89

AS PER ORIGINAL

C0286

0034

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'910'$category

VENDOR NAME	BID PRICE
A & M JANITORIAL SERVICE ✓	✓
ABERDEEN DISPOSAL SYSTEMS	
ACTIVE BUILDING MAINT. SERVICE	
ALBERT BAUCHAM CO	
B & T CONTRACTING, INC.	
C.C. CLEANING SERVICES	
CAN-DO-IT MAINTENANCE SERVICE	
FIRST AMERICAN BUILDING MAINT.	
FT BEND CHAMBER OF COMMERCE 2	
HIGH-RISE SERVICES	
J & B INDUSTRIES	
JAM UP MAINTENANCE SERVICE	
JANITORIAL SERVICES OF HOUSTON ✓	✓
MOFFETT'S CARPET CARE	
MR JACK HODSON - 3	
PATTON ASSOCIATES	
PENA'S CLEANING SERVICE	
ROSENBERG/RICHMOND CHAMBER - 3	
S & K'S ENVIRONMENTS OF TEXAS ✓	✓
SERVECO, INC.	
SOUTHWESTERN BUILDING SERVICES ✓	✓
SPARKLE COMMERCIAL CLEANING	
STANDARD LABORATORIES, INC.	
SUNSHINE JANITORIAL SERVICES ✓	✓
THE GREATEST JANITORIAL SVC	
UNIQUE BUILDING MAINTENANCE	
JORDANS CUSTODIAL	
CORPORATE CLEANING	
MEJIA INDUSTRIES	
JANI-KING ✓	✓
ROSENBERG JANITORIAL	
Darnell Enterprises ✓	✓

BID ITEM: PURCHASE OF FIVE (5) OR MORE NEW FACSIMILE MACHINES

BID NUMBER: 87-90

C0287

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
´205´$category

AS PER ORIGINAL

VENDOR NAME	BID PRICE
A D F COMPUTER SYSTEMS, INC.	
A-TEK	
ADVANCED BUSINESS SYSTEMS	
ALL-TEL SPECIALISTS, INC.	
ASSOCIATED SYSTEMS MARKETING	
AT&T	
BELL ATLANTIC/COMPUSHOP	
CENTENNIAL COMPUTER CONSULTANT	
CIBOLO MANUFACTURING, INC.	
CITICORP INDUSTRIAL CREDIT INC	
COMPUSERV COMPUTER SERVICE	
COMPUTER CRAFT	
COMPUTER KING	
COMPUTER STATION CORP.	
COMRIM SYSTEMS, INC.	
DATA COMPATABLE	
DATA ENTRY SOURCE	
DATAPOINT CORPORATION	
DATRONICS, INC.	
ENGINEER CONTROL SYSTEMS CORP.	
EPSILON COMPUTER SERVICE	
EXECUTIVE SALES CO.	
FT BEND CHAMBER OF COMMERCE 3	
FUJITSU IMAGING SYSTEMS	~~1961.20 each~~
GLOBAL SERVICES, INC.	
HARBINGER MICROWARE	
HARTWELL´S OFFICE WORLD, INC.	
J G COMPUTER SERVICES	
JORDAN & ASSOCIATES, INC.	
MAI/BASIC FOUR, INC.	
MICHAEL K. VARGO CO.	
MICRO AGE	
MICRO PRODUCTS UNLIMITED	
MICROAGE COMPUTERS	
MOSHER COMPUTER SYSTEMS	
NAPERSOFT, INC.	
NCR CORPORATION	
NUTCRACKER ELECTRONICS	
PACIFIC COAST PERIFERIALS	
PREMIER BUSINESS SYSTEMS, INC.	
PREMIER BUSINESS SYSTEMS, INC.	
RADIO SHACK	
ROSENBERG/RICHMOND CHAMBER - 4	
SECUR-TEL SYSTEMS	
SOUTHERN MICROFILM OF TEXAS	
SUPERTEC OF TEXAS, INC.	
TELEX COMPUTER PRODUCTS, INC.	
TELEX INC.	
UNICO, INC. OF THE SOUTHWEST	
UNISTRUT GULF	

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'205'$category

VENDOR NAME	BID PRICE
UNISYS CORPORATION	
VICTOR COMPUTER SERVICE, INC.	
XEROX CORPORATION	
XEROX CORPORATION	
KONICA	
ULTIMATE OFFICE PROD	
MINOLTA BUS. SYS	~~1856.02 each~~
Harris 3-M Corporated	~~4894~~
Ultimate Office (?) Products	~~2045~~
Brown (?)	
Browed	

26. 1:45 P.M.- DRAINAGE DISTRICT BOARD WILL CONVENE:

See attached Drainage District Board minutes.

27. 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)

28. ADJOURNMENT:

Commissioners' Court adjourned at 3:00 p.m. Monday, November 9, 1987.

AS PER ORIGINAL

C0290

0034

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 9th day of Nov, 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: _____

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 9TH day of NOVEMBER, 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
DAN GERKEN	DRAINAGE MANAGER

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

1. CONSIDER ACCEPTANCE OF DRAINAGE EASEMENTS ALONG FULSHEAR CREEK IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept Drainage Easments along Fulshear Creek in Precinct 4 from the following people, as presented by Dan Gerkin, Drainage Engineer. (Recorded in minutes in full)

Ruby Flemings, et al	- Official Record, Vol. 1993, Pg. 0772
Titus Holliday Harris, et al	- " ", Vol. 1993, Pg. 0783
Max E. Von Wening	- " ", Vol. 1993, Pg. 0788
Knud I. Bruun	- " ", Vol. 1993, Pg. 0793
Joyce M. Husmann	- " ", Vol. 1993, Pg. 0798
Highland Management, Inc.	- " ", Vol. 1993, Pg. 0803
Beatrice Ford	

2. CONSIDER ACCEPTANCE OF BUFFALO CREEK LATERAL EASEMENT IN PRCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept Buffalo Creek Lateral Easement in Precinct 2 from the following people, as presented by Dan Gerken, Drainage Engineer. (Recorded in minutes in full)

Juanita R. Byrne - Official Record, Vol. 1993, Pg. 0767

3. CONSIDER APPROVAL OF CONTRACT FOR ENGINEERING SERVICES IN THE AMOUNT OF $95,000 WITH VANSICKLE, MICKELSON & KLEIN, INC. FOR DITCH "H" LAND ACQUISITION AND IMPROVEMENTS IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Contract for Engineering Services in the amount of $95,000 with Vansickle, Mickelson & Klein, Inc. for Ditch "H" land acquisition and improvements in Precinct 4. (Recorded in minutes in full)

4. CONSIDER APPROVING AGREEMENT WITH VIA LAND JOINT VENTURE FOR DITCH 1 RELOCATION IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept agreement with Via Land Joint Venture for Ditch 1 relocation in Precinct 3. (Recorded in minutes in full)

KWIK-KOPY PRINTING — ROSENBERG, TEXAS

8767217

1993 0772

AS PER ORIGINAL

FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

C0292
0034

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Ruby Flemings Et Al

3834 Julius Lane

Houston, Texas 77021

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 150 feet, being 150 feet, extending at right angles, ~~on each side of the following line and course across said land, to-wit:~~ on the right side of the following line and course across said land to-wit:

This easement is inclusive of an existing easement 75' in width, recorded in Volume 332 Page 338 of the Fort Bend County Deed Records

Beginning at the intersection of Grantor's Westerly property line and the centerline of Fulshear Creek, located in the Churchill Fulshear Survey, Abstract-29, in Fort Bend County, Texas;

Thence upstream along the centerline of Fulshear Creek to intersect the Easterly property line of Grantor's tract, being the termination point of this easement.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing, upon the premises of Grantor immediately adjoining the easement as above described.

Ann. to Elida
DD 11/9/37

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 _____ day of _____, A. D. 19_____.

X_____ _____

X_____ _____

X_____ _____

X_____ _____

X_____ _____

X_____ _____

X_____ _____

_____ _____

_____ _____

1993 0774

C0294

0034

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME Cecil L. Fonsworth

X ~~Daisy~~ Ruby V. Flemings, in and for Tarrant County, Texas, 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 she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of March, A. D. 1987

(L. S.)

CECIL L. FONSWORTH
Notary Public, State of Texas
My Commission Expires Sept. 30, 1988

Cecil L. Fonsworth
Notary Public, State of Texas
My Commission Expires Sept. 30, 1988

AS PER ORIGINAL

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME _____

_____, in and for _____ County, Texas, on this day personally appeared _____, wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19____

(L. S.)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME _____

_____, in and for _____ County, Texas, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19____

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,

County of _____

I, _____, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____, A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock ____M., and duly recorded this the _____ day of _____, A. D. 19____ at _____ o'clock ____M., in the Deed Records of said County, in Volume _____ on Page _____.

Witness my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____

Clerk of Court, _____ County, Texas.

By _____, Deputy

1993 0775

C0295
0034

AS PER ORIGINAL

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME Cecil L. Fonsworth

Ruby V. Flemings — Notary Public in and for Harris County, Texas, 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 she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of March, A. D. 1987

(L. S.)

CECIL L. FONSWORTH
Notary Public, State of Texas
My Commission Expires Sept. 30, 1988

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME _____

_____, in and for _____ County, Texas, on this day personally appeared _____, wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____,

A. D. 19_____

(L. S.)

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME _____

_____, in and for _____ County, Texas, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____,

A. D. 19_____

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,
County of _____

I, _____, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____, A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock ____M., and duly recorded this the _____ day of _____, A. D. 19____ at _____ o'clock ____M., in the Deed Records of said County, in Volume _____ on Page _____.

Witness my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____

Clerk of Court, _____ County, Texas.

By _____, Deputy

1993 0776

AS PER ORIGINAL

C0296

0034

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME Cecil L Fonsworth

x Daisy F. Brown, in and for

a Notary Public in and for Dr County, Texas, on this day personally appeared

Daisy F. Brown

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 therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 17th day of March,

A. D. 1987

(L. S.)

Cecil L Fonsworth

Notary Public, State of Texas

My Commission Expires Sept. 30, 1988

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME _____

_____, in and for

_____ County, Texas, on this day personally appeared

_____, wife of

_____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____,

A. D. 19_____

(L. S.)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME _____

_____, in and for

_____ County, Texas, on this day personally appeared

_____ and _____

_____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

_____

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____,

A. D. 19_____

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,

County of _____

I, _____, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____, A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock ____M., and duly recorded this the _____ day of _____, A. D. 19____ at _____ o'clock ____M., in the Deed Records of said County, in Volume _____ on Page _____.

Witness my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____

Clerk of Court, _____ County, Texas.

By _____, Deputy

1995 0777

OFFICIAL SEAL
ROBERT L. McDANIEL
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Dec. 1, 1989

AS PER ORIGINAL

C0297
0034

THE STATE OF ~~TEXAS~~ CALIFORNIA } BEFORE ME ROBERT L. McDANIEL

COUNTY OF LOS ANGELES

X Elizabeth Fleming Ware ~~Los Angeles Texas~~, in and for ELIZABETH FLEMING WARE LOS ANGELES County, ~~Texas~~, on this day personally appeared ELIZABETH FLEMING WARD

OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE ~~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, This 2nd day of March, A. D. 19 87

Robert L. McDaniel

(L. S.)

THE STATE OF TEXAS } BEFORE ME

COUNTY OF

, in and for County, Texas, on this day personally appeared , wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of ,

A. D. 19

(L. S.)

THE STATE OF TEXAS } BEFORE ME

COUNTY OF

, in and for County, Texas, on this day personally appeared and , his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of ,

A. D. 19

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS, }

County of

I, , Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of , A. D. 19 with its authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M., and duly recorded this the day of , A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page .

Witness my hand and the seal of the County Court of said County, at office in , Texas, the day and year last above written.

Clerk of Court, County, Texas.

By , Deputy

OFFICIAL SEAL
ROBERT L. McDANIEL
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Dec. 1, 1989

1993 0778

AS PER ORIGINAL

CALIFORNIA

THE STATE OF ~~TEXAS~~

COUNTY OF LOS ANGELES

BEFORE ME ROBERT L. McDANIEL

C0298
0034

Gladys Ivy Fleming, in and for Los Angeles County, ~~Texas,~~ Texas, on this day personally appeared GLADYS IVY FLEMING

or proved to me on the basis of satisfactory evidence known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 2nd day of March, A. D. 19 87

Robert L. McDaniel

(L. S.)

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

, in and for County, Texas, on this day personally appeared , wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of ,

A. D. 19

(L. S.)

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

, in and for County, Texas, on this day personally appeared and , his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of ,

A. D. 19

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,

County of

I, , Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of , A. D. 19 with its authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M., and duly recorded this the day of , A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page .

Witness my hand and the seal of the County Court of said County, at office in , Texas, the day and year last above written.

Clerk of Court, County, Texas.

By , Deputy

1993 0779

AS PER ORIGINAL

00299

0934

THE STATE OF TEXAS }
COUNTY OF TRAVIS }

BEFORE ME Jewel A. Williams
Notary Public

X Milton B. Flemings, in and for Travis County, Texas, on this day personally appeared Milton B. Flemings

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 9TH day of MARCH, A. D. 19 87

(L. S.)

Jewel A. Williams
My commission expires 9/24/89.

THE STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME _____

_____, in and for _____ County, Texas, on this day personally appeared _____, wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____,

A. D. 19_____

(L. S.)

THE STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME _____

_____, in and for _____ County, Texas, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____,

A. D. 19_____

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS, }
County of _____ }

I, _____, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____, A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock ____M., and duly recorded this the _____ day of _____, A. D. 19____ at _____ o'clock ____M., in the Deed Records of said County, in Volume _____ on Page _____.

Witness my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk of Court, _____ County, Texas.

By _____, Deputy

3001 (6/82) (Individual) First American Title Company

STATE OF CALIFORNIA } ss.
COUNTY OF SAN FRANCISCO

1993 0780

AS PER ORIGINAL

On MARCH 2nd 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared Mabel Lois Flemings Snell

00300
0034

, in and for
sonally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

instrument, and
leration therein

WITNESS my hand and official seal.

Signature Edna Maria Hall

OFFICIAL SEAL
EDNA MARIA HALL
NOTARY PUBLIC - CALIFORNIA
City and County of San Francisco
My Comm. Expires Oct. 21, 1987

(This area for official notarial seal)

THE STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME _____

_____, in and for
_____ County, Texas, on this day personally appeared
_____, wife of
_____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____,

A. D. 19_____

(L. S.)

THE STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME _____

_____, in and for
_____ County, Texas, on this day personally appeared
_____ and _____
_____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____
_____

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____,

A. D. 19_____

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS, }
County of _____ }

I, _____, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____, A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock ____M., and duly recorded this the _____ day of _____, A. D. 19____ at _____ o'clock ____M., in the Deed Records of said County, in Volume _____ on Page _____.

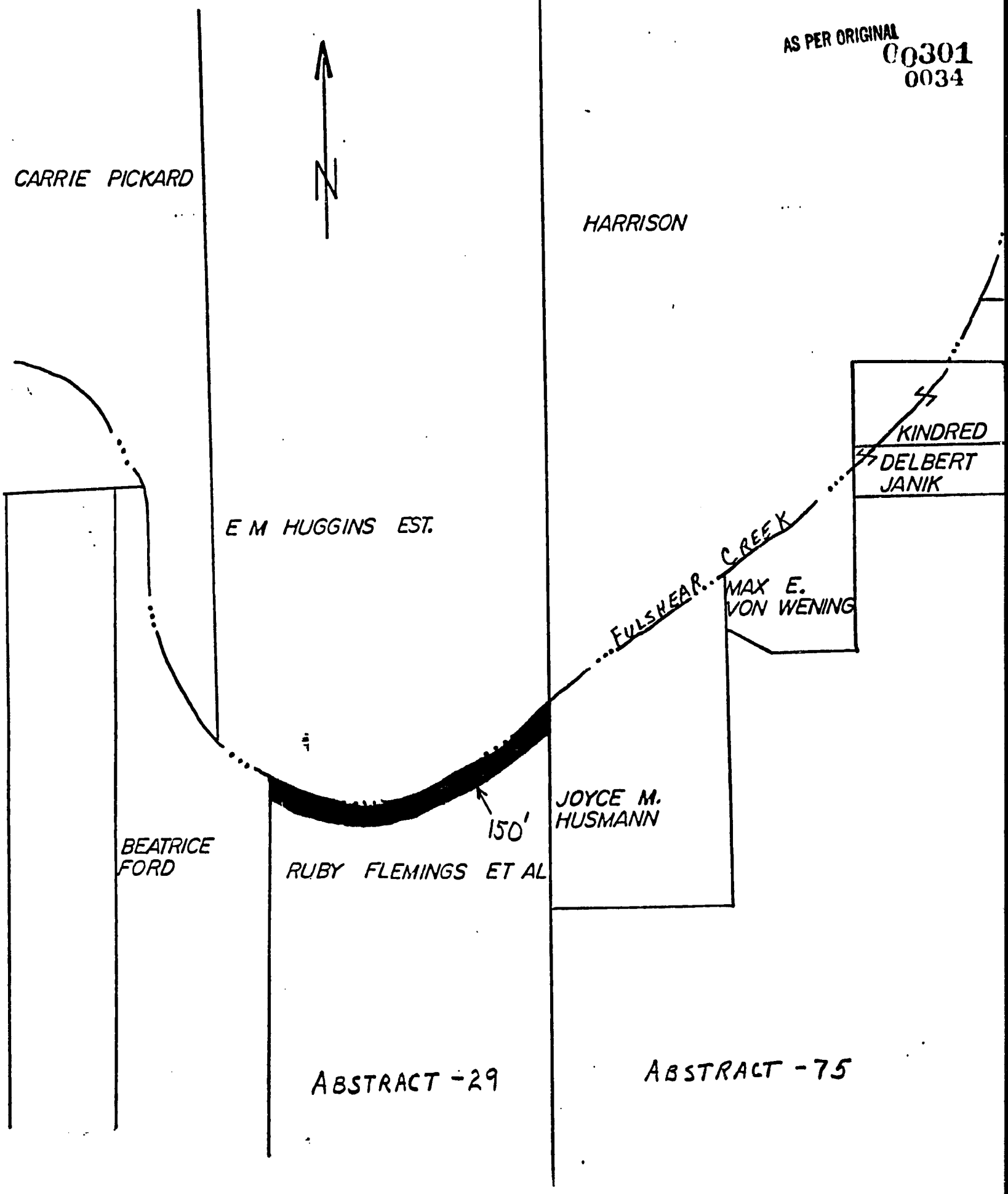
Witness my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk of Court, _____ County, Texas.

By _____, Deputy

1993 0781

AS PER ORIGINAL 00301 0034



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.

[illegible] Elida
[illegible] 11/9/97

KWIK-KOPY PRINTING — ROSENBERG, TEXAS

8767218

#1 DRAINAGE 1993 0783

AS PER ORIGINAL

FORT BEND COUNTY DRAINAGE DISTRICT

C0302

RIGHT OF WAY EASEMENT

0034

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Titus Holliday Harris, Jr. & Jack Wendt, Co-Trustees

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 XXXXXXXXXXXXXXXXXXXXX feet, being XXXXXXXXXXXXXXXXX feet, extending at right angles, on each side of the [illegible] across said land, to-wit~~

Where Grantor owns land on both sides of the centerline of Fulshear Creek the District shall have an easement of an aggregate width of 300 feet, being 150 feet, extending at right angles, to each side of the centerline of said creek, onto Grantor's tract;

Where Grantor owns land on one side of the centerline of Fulshear Creek the District shall have an easement of an aggregate width of 150 feet, being 150 feet, extending at a right angle, from the centerline of said creek, onto Grantor's tract;

This easement applies where Fulshear Creek crosses Grantor's tract in the Churchill Fulshear Survey, Abstract 29, and the John Randon Survey, Abstract 76, in Fort Bend County, Texas.

Return to [illegible]

11/4/87

AS PER ORIGINAL
C0303

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 6 day of April, A. D. 1987.

Jack Wendt

Titus Harris

AS PER ORIGINAL

00304

1993 0785 0034

THE STATE OF TEXAS
COUNTY OF Fort Bend

BEFORE ME the undersigned authority, Notary Public Fort Bend County, Texas, on this day personally appeared JACK WENDT

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 6th day of April, A. D. 1987

(L. S.)

Kathleen Edmundson
My Commission Expires: 11-27-89

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME Judith Sikinger Notary Public Harris County, Texas, on this day personally appeared Titus Harris, ~~wife of~~ co-trustee

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~~ his co-trustee and having the same fully explained to ~~her~~ him, ~~she~~ he, the said co-trustee acknowledged such instrument to be ~~her~~ his act and deed, and ~~she~~ he declared that ~~she~~ he had willingly signed the same for the purposes and consideration therein expressed, and that ~~she~~ he did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 13th day of April, A. D. 1987

(L. S.)

Judith Sikinger
commission expires May 19, 1987

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME _____, in and for _____ County, Texas, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19____

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,
County of _____

I, _____, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____, A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock ____M., and duly recorded this the _____ day of _____, A. D. 19____ at _____ o'clock ____M., in the Deed Records of said County, in Volume _____ on Page _____.

Witness my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk of Court, _____ County, Texas.

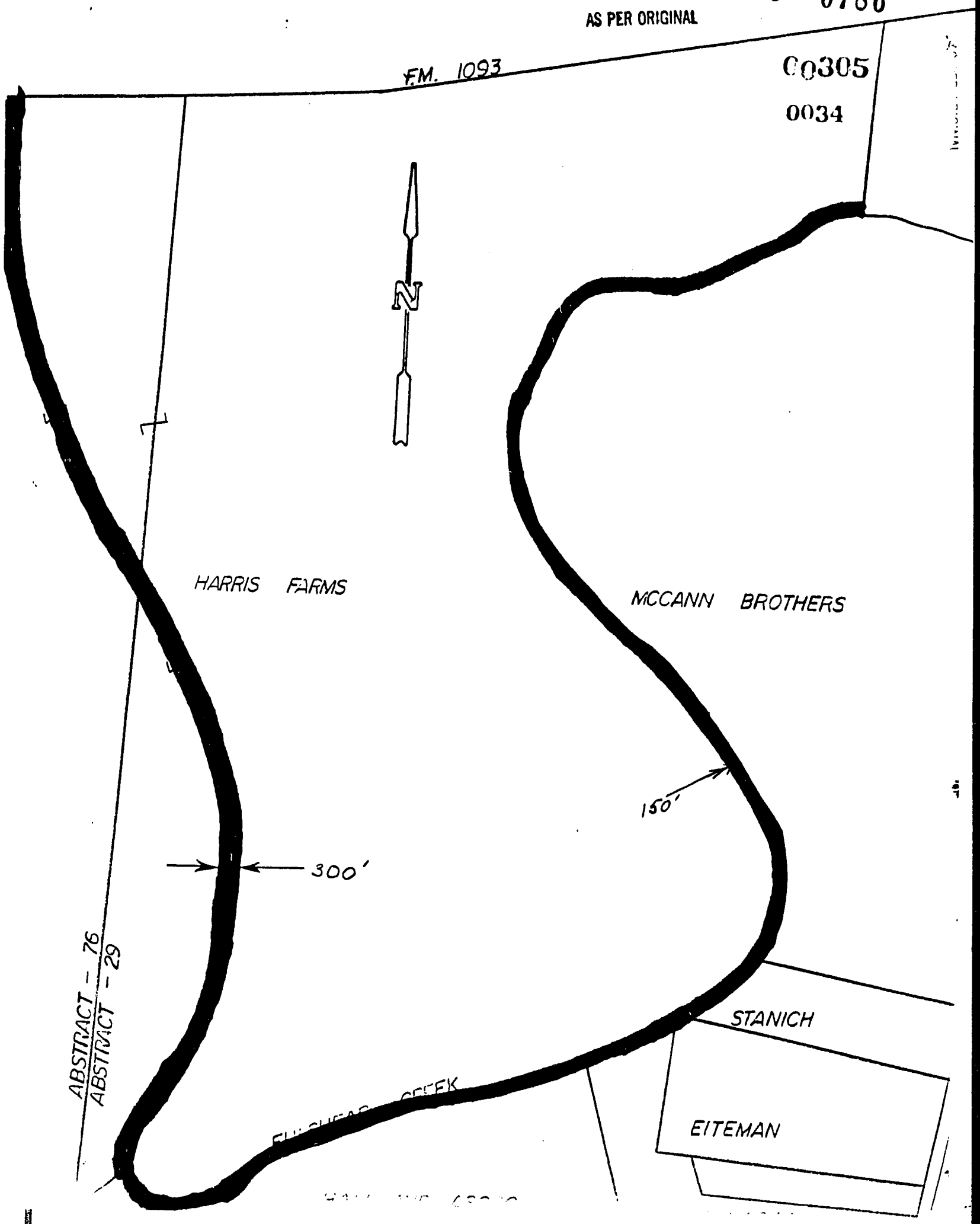
By _____, Deputy

1993 0786

AS PER ORIGINAL

00305

0034



Return to Fields
11/9/87

KWIK-KOPY PRINTING — ROSENBERG, TEXAS

8767219

1993 0788

AS PER ORIGINAL

FORT BEND COUNTY DRAINAGE DISTRICT

00306

RIGHT OF WAY EASEMENT

0034

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Max E. Von Wening

P.O. Box 397

Fulshear, Texas 77441

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 feet, being feet, extending at right angles on each side of the following line and course across said land, to-wit~~

The District shall have an easement of an aggregate width of 150 feet, being 150 feet, extending at right angles, on the right side of the following line and course across said land, to-wit:

Beginning at the intersection of Grantor's Westerly property line and the centerline of Fulshear Creek, located in the Randon and Pennington Survey, Abstract-75, in Fort Bend County, Texas;

Thence upstream along the centerline of Fulshear Creek to intersect the Easterly property line of Grantor's tract, being the termination point of this easement.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing, upon the premises of Grantor immediately adjoining the easement as above described.

[illegible]

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 8th day of February, A. D. 1987.

[illegible]

00308

AS PER ORIGINAL 0034

1993 0790

THE STATE OF TEXAS }
COUNTY OF Fort Bend }

BEFORE ME Jo Ann Meyer, a notary public, in and for Fort Bend County, Texas, on this day personally appeared Max E. VonWening

known to me to be the person whose name 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 8th day of February, A. D. 19 87

(L. S.)

JoAnn Meyer
JO ANN MEYER
Notary Public, State of Texas
My Commission Expires 3/19/90

THE STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME _____, in and for _____ County, Texas, on this day personally appeared _____, wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19_____

(L. S.)

THE STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME _____, in and for _____ County, Texas, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19_____

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS, }
County of _____ }

I, _____, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____, A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock ____M., and duly recorded this the _____ day of _____, A. D. 19____ at _____ o'clock ____M., in the Deed Records of said County, in Volume _____ on Page _____.

Witness my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

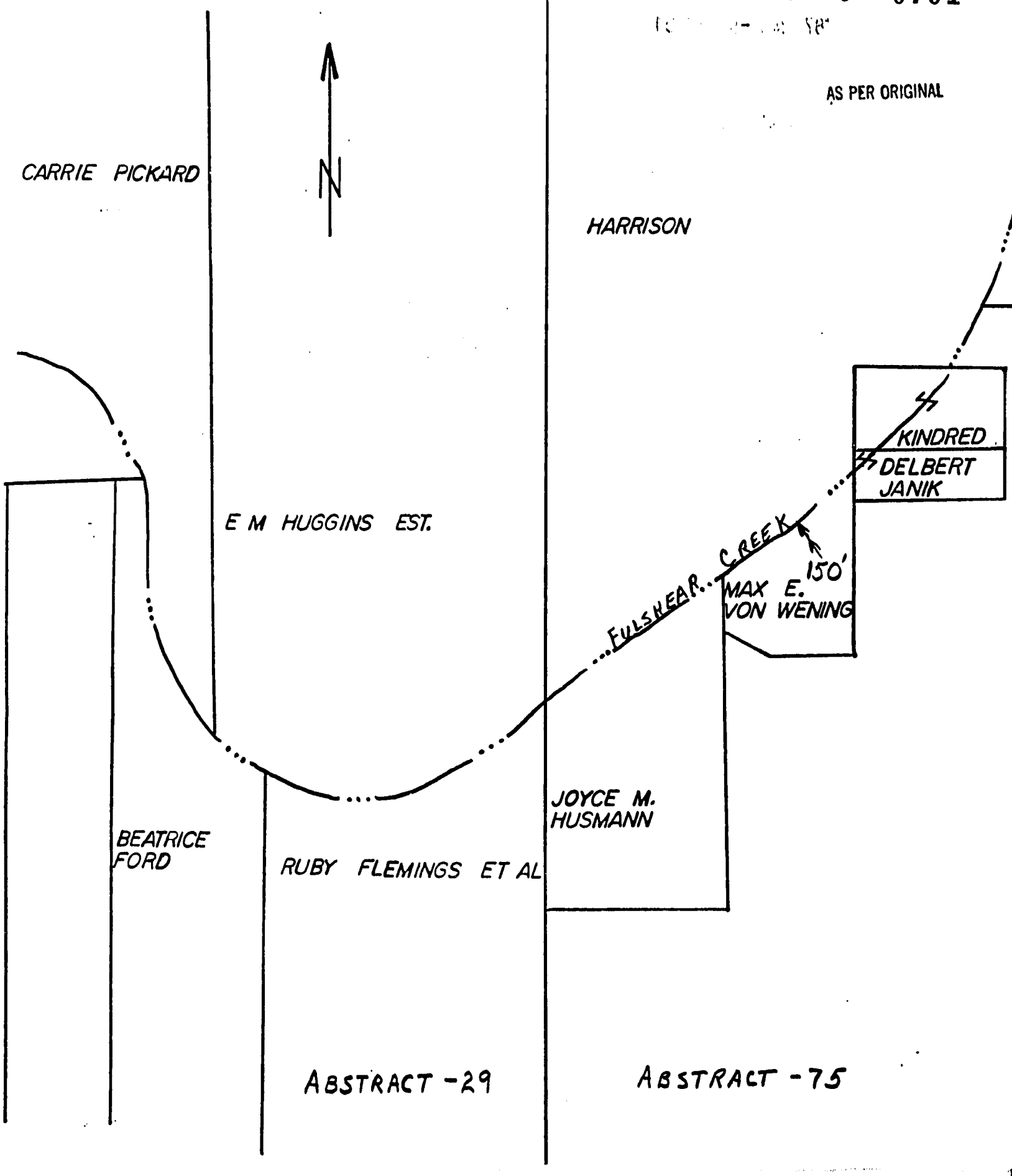
Clerk of Court, _____ County, Texas.

By _____, Deputy

00309
AS PER ORIGINAL 0034

1993 0791

AS PER ORIGINAL



KWIK-KOPY PRINTING — ROSENBERG, TEXAS

8767220

1993 0793

AS PER ORIGINAL

FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

00310
0034

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Knud I. Bruun

P.O.Box 2207

Houston, Texas 77001

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 300 feet, being 150 feet, extending at right angles, on each side of the following line and course across said land, to-wit:

Beginning at the intersection of Grantor's Southerly property line and the centerline of Fulshear Creek, located in the Randon and Pennington Survey, Abstract-75, in Fort Bend County, Texas;

Thence upstream along the centerline of Fulshear Creek to intersect the Westerly property line of Grantor's tract, being the termination point of this easement.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing, upon the premises of Grantor immediately adjoining the easement as above described.

Return to [illegible]

DD 11/9/87

00311
0034
AS PER ORIGINAL
1993 0795

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME Betty R. McClure
Notary Public, in and for
Harris County, Texas, on this day personally appeared
Knud L. Brown

known to me to be the person whose name 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 3rd day of February, A. D. 19 87

(L. S.)

Betty R. McClure
My Commission Expires 9-25-88

THE STATE OF TEXAS
COUNTY OF

BEFORE ME
, in and for
County, Texas, on this day personally appeared
, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of , A. D. 19

(L. S.)

THE STATE OF TEXAS
COUNTY OF

BEFORE ME
, in and for
County, Texas, on this day personally appeared
and
, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of , A. D. 19

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,
County of

I, , Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of , A. D. 19 with its authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M., and duly recorded this the day of , A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page .

Witness my hand and the seal of the County Court of said County, at office in , Texas, the day and year last above written.

Clerk of Court, County, Texas.

By , Deputy

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.

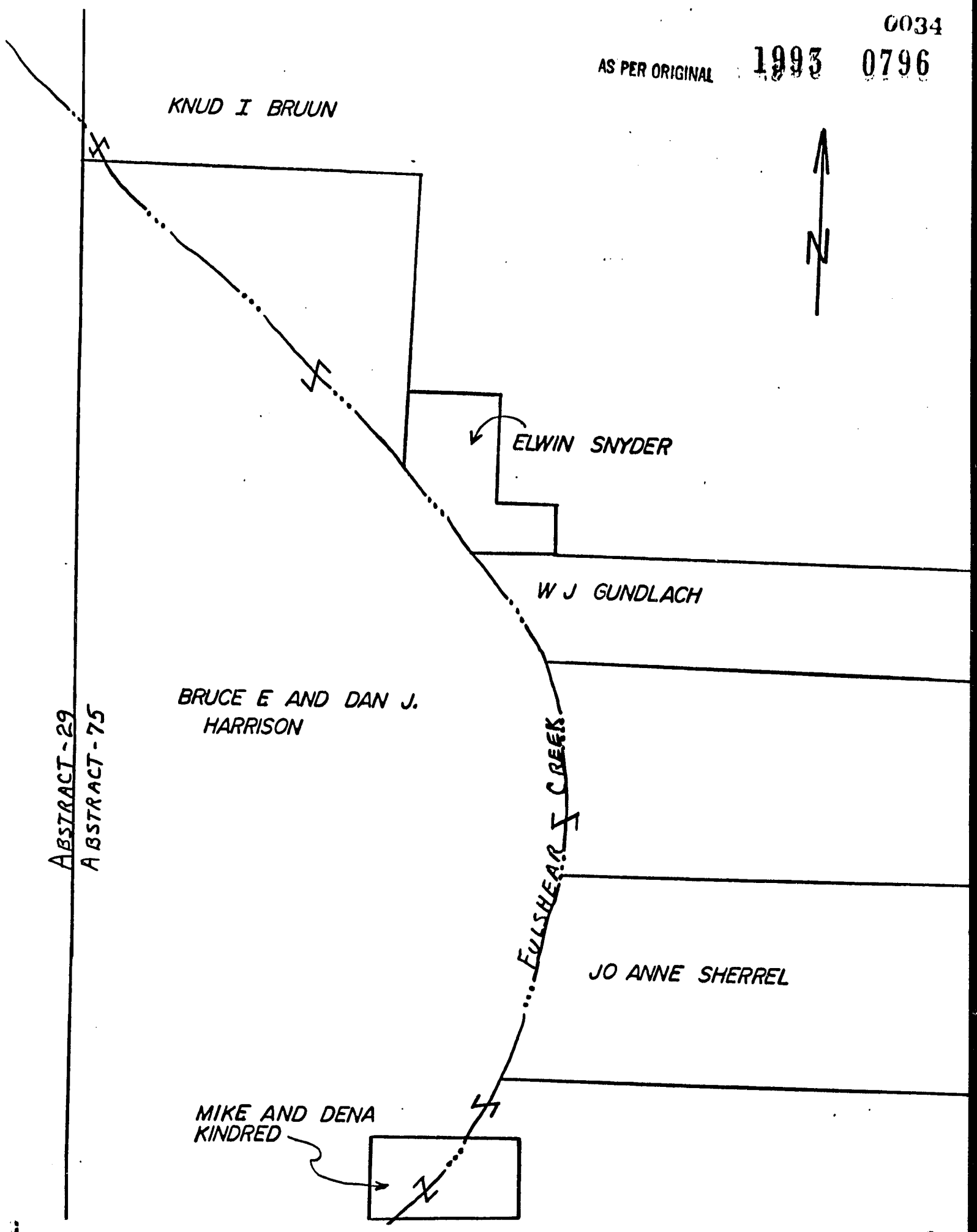
EXECUTED this the 2 day of February, A. D. 1987.

[signature]

00313

0034

AS PER ORIGINAL 1993 0796



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DD 11/9/87

KWIK-KOPY PRINTING — ROSENBERG, TEXAS.

8767221

1993 0798

FORT BEND COUNTY DRAINAGE DISTRICT

AS PER ORIGINAL

RIGHT OF WAY EASEMENT

00314

0034

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Joyce M. Husmann

~~9471 Dolivar~~ 9529 Bayou Brook Pvt.

Houston, Texas 77063

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 feet, being feet extending at right angles on each side of the following line and course across said land, to-wit:~~

The District shall have an easement of an aggregate width of 150 feet, being 150 feet, extending at right angles, on the right side of the following line and course across said land, to-wit:

Beginning at the intersection of Grantor's Westerly property line and the centerline of Fulshear Creek, located in the Randon and Pennington Survey, Abstract-75, in Fort Bend County, Texas;

Thence upstream along the centerline of Fulshear Creek to intersect the Easterly property line of Grantor's tract, being the termination point of this easement.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing, upon the premises of Grantor immediately adjoining the easement as above described.

Per court instructions
copy given to Judge

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 10th day of February, A. D. 1987.

Joyce M Hausman

00316

AS PER ORIGINAL

0034

1993 0800

THE STATE OF TEXAS }
COUNTY OF Harris }

BEFORE ME Judy Boylardo, Notary Public, in and for Harris County, Texas, on this day personally appeared Joyce M. Thusmann

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 therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 10 day of February, A. D. 19 87

(L. S.)

Judy Boylardo

THE STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME _____, in and for _____ County, Texas, on this day personally appeared _____, wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____,

A. D. 19_____

(L. S.)

THE STATE OF TEXAS }
COUNTY OF _____ }

BEFORE ME _____, in and for _____ County, Texas, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____,

A. D. 19_____

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS, }
County of _____ }

I, _____, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____, A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock ____M., and duly recorded this the _____ day of _____, A. D. 19____ at _____ o'clock ____M., in the Deed Records of said County, in Volume _____ on Page _____.

Witness my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk of Court, _____ County, Texas.

By _____, Deputy

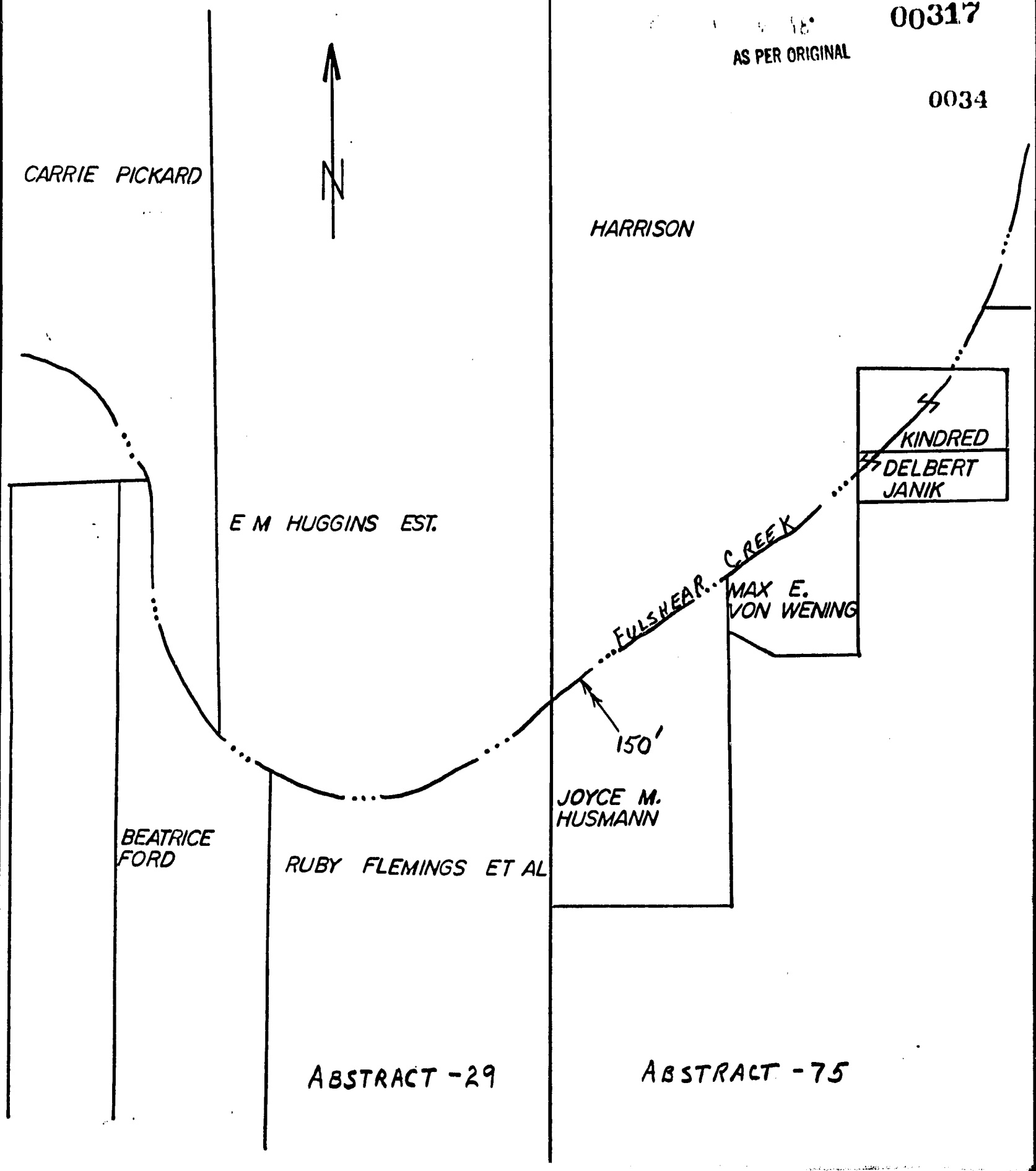
1993 0801

AS PER ORIGINAL

00317

AS PER ORIGINAL

0034



KWIK-KOPY PRINTING — ROSENBERG, TEXAS

8767222

1993 0803

AS PER ORIGINAL

00318

FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

0034

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Highland Management, Inc.
c/o Meredith Cochran
P. O. Box 60723
Houston, Texas 77205

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 150 feet, being 150 feet, extending at right angles, ~~on each side of the following line and course across said land, to-wit:~~ on the right side of the following line and course across said land, to-wit:

Beginning at the intersection of Grantor's Southerly property line and the centerline of Fulshear Creek, located in the Churchill Fulshear Survey, Abstract-29, in Fort Bend County, Texas;

Thence upstream along the centerline of Fulshear Creek to intersect the Northerly property line of Grantor's tract, being the termination point of this easement.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing, upon the premises of Grantor immediately adjoining the easement as above described.

per instructions
orig. given to Co. Judge

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 5th day of February, A. D. 19 87.

Highland Management, Inc.

By: C. Daniel Jones

President

AS PER ORIGINAL 0034

1993 0805

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME the undersigned authority, in and for Harris County, Texas, on this day personally appeared C. Daniel Jones, President of Highland Management, Inc.

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 5th day of February, A. D. 19 87

(L. S.)

GLORIA F. CATALANI
Notary Public, State of Texas
My Commission Expires 11/07/88

Gloria F. Catalani

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, in and for County, Texas, on this day personally appeared, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of, A. D. 19

(L. S.)

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, in and for County, Texas, on this day personally appeared and, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of, A. D. 19

(L. S.)

ENDORSEMENTS

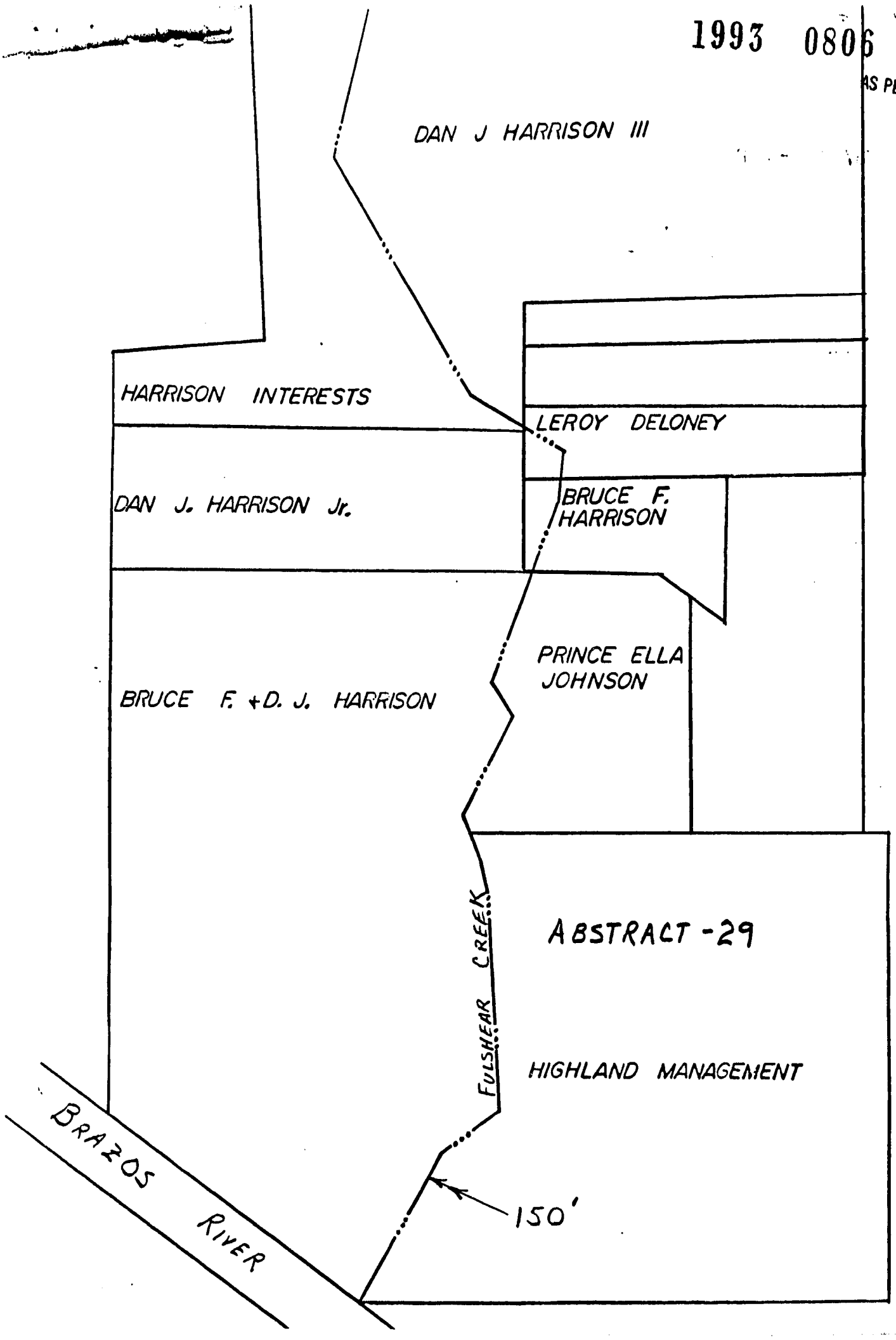
THE STATE OF TEXAS,
County of

I, , Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of, A. D. 19 with its authentication, was filed for record in my office on the day of, A. D. 19 at o'clock M., and duly recorded this the day of, A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page.

Witness my hand and the seal of the County Court of said County, at office in, Texas, the day and year last above written.

Clerk of Court, County, Texas.

By, Deputy


DAN J HARRISON III
N
HARRISON INTERESTS
LEROY DELONEY
DAN J. HARRISON Jr.
BRUCE F. HARRISON
PRINCE ELLA JOHNSON
BRUCE F. + D. J. HARRISON
ABSTRACT -29
FULSHEAR CREEK
HIGHLAND MANAGEMENT
BRAZOS RIVER
150'

KWIK-KOPY PRINTING — ROSENBERG, TEXAS

8769045

/ 1995 1415

AS PER ORIGINAL

FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

00322

0034

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Beatrice Ford

3834 Julius Ln.

Houston, Texas 77021

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 150 feet, being 150 feet, extending at right angles, ~~on each side of the following line and course across said land, to-wit:~~ to the right side of the following line and course across said land, to-wit:

Beginning at the intersection of Grantor's Northerly property line and the centerline of Fulshear Creek, located in the Churchill Fulshear Survey, Abstract-29, in Fort Bend County, Texas;

Thence upstream along the centerline of Fulshear Creek to intersect the Easterly property line of Grantor's tract, being the termination point of this easement.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing, upon the premises of Grantor immediately adjoining the easement as above described.

Return to County Judge

DD 11/9/87

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 _____ day of _____, A. D. 19_____.

ROBERT L. McDANIEL
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Dec 1, 1989

1995 1417

AS PER ORIGINAL

00324

0034

THE STATE OF ~~TEXAS~~ CALIFORNIA

COUNTY OF LOS ANGELES

BEFORE ME ROBERT L . McDANIEL

X Beatrice Fleming Ford, in and for Los Angeles California County, Texas, on this day personally appeared BEATRICE FLEMING FORD

2919 Kingswood Place,
Los Angeles, Calif. 90007

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE 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 therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 2nd day of March, A. D., 19 87

(L. S.)

X Robert L. McDaniel

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

, in and for County, Texas, on this day personally appeared , wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of ,

A. D. 19

(L. S.)

THE STATE OF TEXAS

COUNTY OF

BEFORE ME

, in and for County, Texas, on this day personally appeared and , his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of ,

A. D. 19

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,

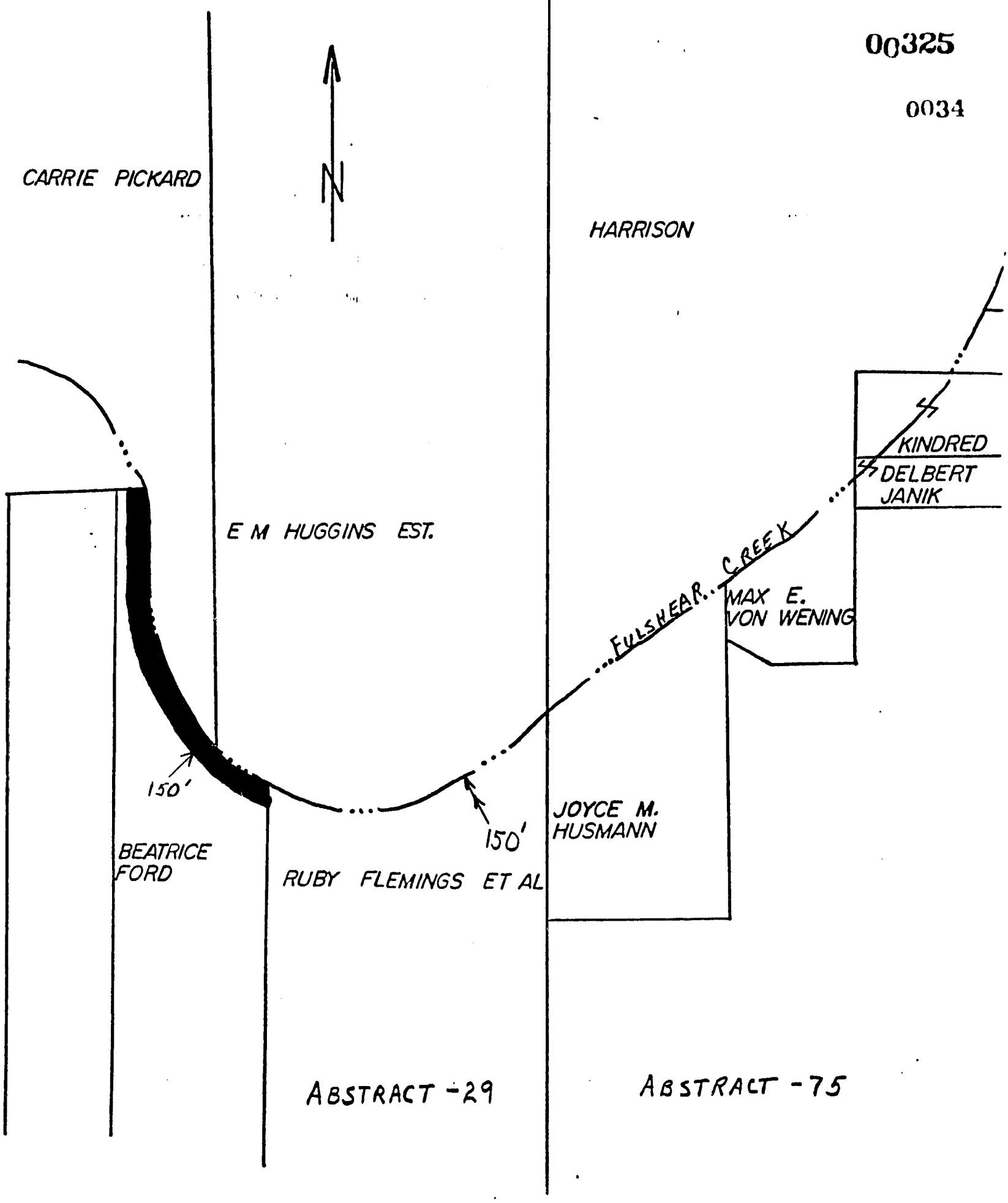
County of

I, , Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of , A. D. 19 with its authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M., and duly recorded this the day of , A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page .

Witness my hand and the seal of the County Court of said County, at office in , Texas, the day and year last above written.

Clerk of Court, County, Texas.

By , Deputy


CARRIE PICKARD
N
HARRISON
KINDRED
DELBERT
JANIK
E M HUGGINS EST.
FULSHEAR CREEK
MAX E.
VON WENING
150'
150'
JOYCE M.
HUSMANN
BEATRICE
FORD
RUBY FLEMINGS ET AL
ABSTRACT -29
ABSTRACT -75

1995 1419

AS PER ORIGINAL

FILED

'87 NOV 20 A11:08

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

00326

0034

STATE OF TEXAS COUNTY OF FORT BEND

I, hereby certify that this instrument was filed on the date and time stamped heron by me and was duly recorded in the volume and page of the named recoros of Fort Bend County, Texas as stamped hereon by me on

NOV 24 1987

COUNTY COURT OF FORT BEND COUNTY TEXAS

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

KWIK-KOPY PRINTING — ROSENBERG, TEXAS

8767216

#2 DRAINAGE

AS PER ORIGINAL 1993 0767

AS PER ORIGINAL

FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

00327

0034

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Juanita R. Byrne

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 50 feet, being 25 feet, extending at right angles, on each side of the following line and course across said land, to-wit:

BEGINNING at a point where the centerline or thread of an existing drainageway designated by the District as I-B-3-e intersects the centerline of Buffalo Creek I-B-3;

THENCE following the centerline or thread of said drainageway upstream in a Northerly direction to intersect the South right-of-way line of State Farm-to-Market Road 442. Said drainageway is located in the Simon Miller League, Abstract 60 and the Robert Hodge League, Abstract 33 in Fort Bend County, Texas.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and do any necessary clearing upon the premises of Grantor immediately adjoining the easement as above described.

Return to [illegible]
DD 11/9/87

AS PER ORIGINAL 1993 0768

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.

THE DISTRICT AGREES TO INSTALL & MAINTAIN A FUNCTIONAL WATER GAP AT THE INTERSECTION OF DESCRIBED DRAINAGE WAY & STATE FARM TO MARKET ROAD 1412

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 1st day of August, A. D. 19 86.

Juanita R. Byrne

00329

AS PER ORIGINAL

0034

1993 0769

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME

VERONICA A. TODD, NOTARY PUBLIC, in and for FORT BEND County, Texas, on this day personally appeared JUANITA R. BYRNE

known to me to be the person whose name IS subscribed to the foregoing instrument, and acknowledged to me that S he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 1 day of AUGUST, A. D. 19 86

(L. S.)

Veronica A. Todd

MY COMMISSION EXPIRES: 05/23/90

THE STATE OF TEXAS
COUNTY OF

BEFORE ME

, in and for County, Texas, on this day personally appeared , wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of , A. D. 19

(L. S.)

THE STATE OF TEXAS
COUNTY OF

BEFORE ME

, in and for County, Texas, on this day personally appeared and , his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of , A. D. 19

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,
County of

I, , Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of , A. D. 19 with its authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M., and duly recorded this the day of , A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page .

Witness my hand and the seal of the County Court of said County, at office in , Texas, the day and year last above written.

Clerk of Court, County, Texas.

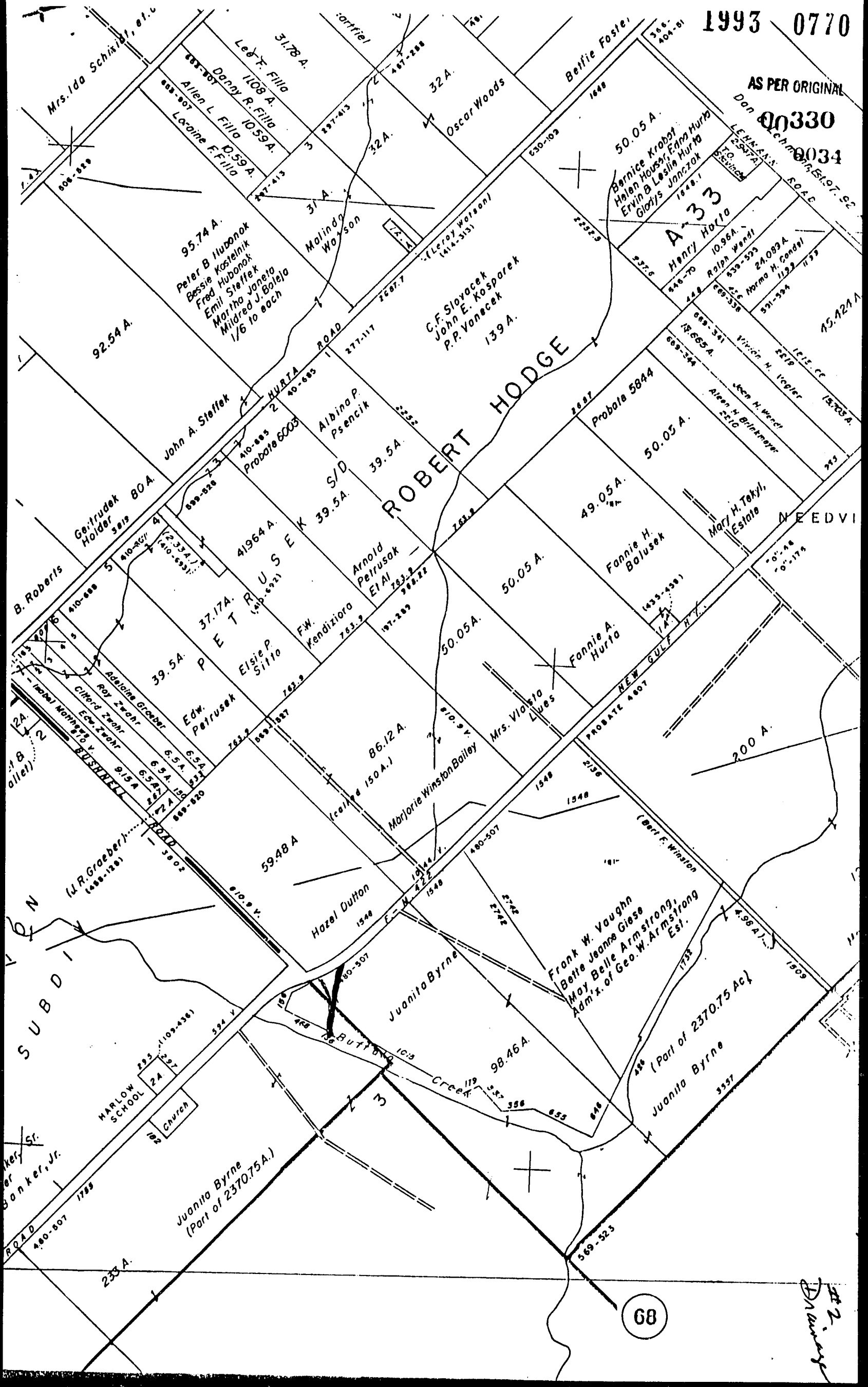
By , Deputy

1993 0770

AS PER ORIGINAL

00330

0034



#2 Drainage

8710/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 an enlargement and extension of Ditch H from the Brazos River to Oyster Creek near Sugar Land, in Fort Bend County, Texas.

The above-described drainage system improvements 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.

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 on a time and materials basis according to the attached Standard Rate Schedule and will not exceed $80,000.00 without additional authorization for the three phases of the Basic Services. An estimate of this breakdown by phases is attached.

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"). An esitmate of the anticipated cost for these services is attached. The total of Basic Services and Additional Services will not exceed $95,000.00 without prior authorization.

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.

The Engineer will invoice the Client on a monthly basis according to an estimated percentage of the work complete. All Additional Services will be invoiced monthly.

8710/CES

ATTACHMENT "C"

Basic Services	$ 80,000	
Additional Services(1)		
Design Survey	$ 5,000	
Construction Survey	5,000	
Inspection Services	5,000	
TOTAL ENGINEERING FEES		$ 95,000

(1) Additional Services known to be required for this project. Cost of these Additional Services not to exceed the budgeted amount shown here.

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 60.00
Project Director	28.00 to 45.00
Project Manager	20.00 to 30.00
Project Engineer	15.00 to 25.00
Technical Support	6.00 to 20.00
Clerical Support	5.00 to 15.00

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".

N/C

#4 DRAINAGE

8769109

1995 1666

00338

0034

AGREEMENT

THE STATE OF TEXAS)(

COUNTY OF FORT BEND)(

THIS AGREEMENT is made and entered into by and between the COUNTY of FORT BEND, a body politic organized and existing under the laws of the State of Texas ("County") whose address is Fort Bend County Courthouse, 400 Jackson Street, Richmond, Fort Bend County, Texas 77469, and VIA LAND JOINT VENTURE, a joint venture composed of Trendmaker, Inc. and University Savings Association ("Via") whose address is 333 Cypress Run, Suite 300, Houston, Harris County, Texas 77094.

W I T N E S S E T T H:

WHEREAS, Via desires to dedicate and deed to the County that certain 10.0046 acre tract of land in Fort Bend County, Texas, ("Land") more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes, and Via further desires to construct certain drainage improvements thereon ("Improvements") as more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes (said Land and Improvements collectively referred to as the "New Ditch");

WHEREAS, upon completion of the Improvements by Via, the County desires to abandon and deed to Via that certain 9.2328 acre tract of land in Fort Bend County, Texas, more particularly described in Exhibit "C" attached hereto and made a part hereof ("Existing Ditch");

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

WHEREAS, Via and the County agree that the property to be exchanged described in Exhibit "A" is equal to or greater than the fair market value of the property described in Exhibit "C".

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

1. Via shall construct the Improvements on the Land and upon commencing construction, shall diligently continue such construction until completion.

2. County shall, after the construction of the Improvements on the Land has been completed and the same has been certified by the County Engineer to meet county standards, accept said Improvements into the County Drainage System after the one year maintenance period.

3. Upon completion of said construction, Via shall dedicate, exchange and deed the New Ditch to the County by Special Warranty Deed, the form of which is attached hereto as Exhibit "D" and made a part hereof.

4. Simultaneously with the dedication by Via of the New Ditch to the County, and receipt of the Special Warranty Deed from Via as above provided, the County shall abandon, deed and exchange the Existing Ditch to Via by Special Warranty Deed, the form of which is attached hereto as Exhibit "E" and made a part hereof, the consideration for which shall include the deed, dedication and the exchange by Via of the New Ditch to the County; provided however, the terms and conditions of this exchange shall be consistent with the terms and conditions of Article 5421c-12, Vernon's Texas Civil Statutes.

Return to LD 11/19/97

5. County and Via 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 and deed the New Ditch to the county and abandon and deed the Existing Ditch to Via.

6. Upon the failure of either of the parties hereto to comply with the terms of this Agreement and complete the exchange contemplated herein, the non-breaching party shall be entitled to pursue all legal and/or equitable remedies that may be available to such party, including without limitation, the right of specific performance of this Agreement.

7. All parties to this Agreement warrant and represent (i) that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such person, and (ii) that all formal requirements necessary or required by any county, state or federal law in order to execute this Agreement have been fully satisfied.

8. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

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

COUNTY OF FORT BEND

ATTEST:

Commissioner, Precinct No. 1

By Jodie E. Stavinoha
Name Jodie E. Stavinoha
County Judge
Date November 9, 1987

Commissioner, Precinct No. 2

Commissioner, Precinct No. 3

Commissioner, Precinct No. 4

VIA LAND JOINT VENTURE,
a Texas Joint Venture composed of:

TRENDMAKER, INC.

By Lawrence J. Boudlocke
Name Lawrence J. Boudlocke
Title Vice President
Date Oct. 13, 1987

ATTEST:

W E Dalton Jr
Name W. E. Dalton Jr.
Title Asst. Secretary
Date Oct. 13, 1987

and

UNIVERSITY SAVINGS ASSOCIATION

By James D. Fatheree
Name JAMES D. FATHEREE, JR.
Title Executive Vice President
Date 10-15-87

ATTEST:

Deanna Mesecke
Name DEANNA MESECKE
Title ASST. SECRETARY
Date 10-15-87

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Jodie E. Stavinoha, County Judge of the COUNTY of FORT BEND, a governmental agency of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of November, 1987.

Norma J. Landry
Notary Public in and for
the State of Texas

(NOTARIAL SEAL)

Printed Name: NORMA J. LANDRY, NOTARY PUBLIC STATE OF TEXAS
Commission Expires: MY COMMISSION EXPIRES 1-27-89

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Lawrence J. Bordloche, Vice President of TRENDMAKER, INC., a Texas corporation and joint venture partner of Via Land Joint Venture, a Texas joint venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of October, 1987.

Terri A. Hubbard
Notary Public in and for
the State of Texas

(NOTARIAL SEAL)

Printed Name: TERRI A. HUBBARD
Commission Expires: My Commission Expires: 8-20-89

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared James L. Fatheree, Jr., Ex. Vice Pres. of UNIVERSITY SAVINGS ASSOCIATION, a savings and loan association and joint venture partner of Via Land Joint Venture, a Texas joint venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of November, 1987.

Carmen Harrison
Notary Public in and for
the State of Texas

(NOTARIAL SEAL)

Printed Name: Carmen Harrison
Commission Expires: 5-10-88

AS PER ORIGINAL

EXHIBIT A

00342

0034

METES AND BOUNDS DESCRIPTION
10.0046 ACRES LOCATED IN
THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190
FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 10.0046 ACRES LOCATED IN THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190, FORT BEND COUNTY, TEXAS, SAID 10.0046 ACRES BEING A 170-FOOT WIDE REALIGNMENT FOR A FORT BEND COUNTY DRAINAGE DISTRICT FEE STRIP OUT OF A 1714.7058 ACRE TRACT RECORDED IN VOLUME 1568, PAGE 678 AND VOLUME 1715, PAGE 830 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A FOUND 1 3/4 INCH IRON PIPE AT THE MOST NORTHERLY CORNER OF THE JOEL E. McCRARY SURVEY, ABSTRCT 403, THE MOST SOUTHEASTERLY CORNER OF THE L.A. PATILLO SURVEY, ABSTRACT 307 AND ALSO BEING IN THE SOUTHWEST LINE OF THE L.A. PATILLO SURVEY, ABSTRACT 306 AND ALSO BEING AN INTERIOR CORNER OF SAID 1714.7058 ACRE TRACT;

THENCE, NORTH 47 DEGREES 14 MINUTES 10 SECONDS WEST, AT 1219.74 FEET PASS A FOUND 2 INCH IRON PIPE (2.64 FEET RIGHT) IN THE SOUTHEAST LINE OF SAID THOMAS HOBERMAKER SURVEY AND THE NORTHWEST LINE OF SAID L.A. PATILLO SURVEY, ABSTRACT 306 AND CONTINUING FOR AN OVERALL DISTANCE OF 3388.06 FEET TO A FOUND 5/8 IRON ROD AT THE MOST SOUTHEASTERLY CORNER OF A 21.4693 ACRE (CALL 21.4660 ACRES) FEE STRIP CONVEYED TO THE FORT BEND COUNTY DRAINAGE DISTRICT AND RECORDED IN VOLUME 1243, PAGE 295 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY;

THENCE, NORTH 55 DEGREES 19 MINUTES 48 SECONDS EAST, 95.51 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 43 DEGREES 42 MINUTES 35 SECONDS EAST, 2090.97 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT;

THENCE, DEPARTING THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT, NORTH 02 DEGREES 14 MINUTES 09 SECONDS WEST, 269.95 FEET ALONG THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT TO THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT IN THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT;

VMK

AS PER ORIGINAL

00343

THENCE, DEPARTING THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT, SOUTH 34 DEGREES 16 MINUTES 14 SECONDS WEST, 146.39 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 43 DEGREES 42 MINUTES 35 SECONDS WEST, 115.36 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT;

THENCE, DEPARTING THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT, NORTH 02 DEGREES 14 MINUTES 09 SECONDS WEST, 2064.83 FEET TO AN ANGLE POINT;

THENCE, NORTH 41 DEGREES 34 MINUTES 21 SECONDS EAST, 649.32 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF A PROPOSED EASEMENT FOR THE WILLOW FORK OF BUFFALO BAYOU;

THENCE, SOUTH 54 DEGREES 09 MINUTES 52 SECONDS EAST, 170.86 FEET ALONG THE WESTERLY LINE OF SAID PROPOSED EASEMENT FOR THE WILLOW FORK OF BUFFALO BAYOU TO THE INTERSECITON WITH THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT;

THENCE, DEPARTING THE WESTERLY LINE OF SAID PROPOSED EASEMENT FOR THE WILLOW FORK OF BUFFALO BAYOU, SOUTH 41 DEGREES 34 MINUTES 21 SECONDS WEST, 598.05 FEET TO AN ANGLE POINT;

THENCE, SOUTH 02 DEGREES 14 MINUTES 09 SECONDS EAST, 1798.59 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 10.0046 ACRES.

JOB NO. 267-04
NOVEMBER, 1986
M&B 21

EXHIBIT "B"

IMPROVEMENTS

The Improvements consist of excavation of approximately 3,000 feet of channel with a sixteen-foot wide bottom and 3:1 side slopes. The excavated material will be used to fill the Existing Ditch, which is of similar bottom width and side slopes, effectively rerouting the channel.

AS PER ORIGINAL

EXHIBIT 00345

METES AND BOUNDS DESCRIPTION
9.2328 ACRES LOCATED IN
THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190
FORT BEND COUNTY, TEXAS

0034

BEING A TRACT OF LAND CONTAINING 9.2328 ACRES LOCATED IN THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190, FORT BEND COUNTY, TEXAS, SAID 9.2328 ACRES BEING THE ABANDONMENT OF A PORTION OF A 21.4693 ACRE (CALL 21.4660 ACRES) FEE STRIP CONVEYED TO THE FORT BEND COUNTY DRAINAGE DISTRICT AND RECORDED IN VOLUME 1243, PAGE 295 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, SAID 21.4693 ACRE TRACT BEING OUT OF A 1714.7058 ACRE TRACT RECORDED IN VOLUME 1568, PAGE 678 AND VOLUME 1715, PAGE 830 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, SAID 9.2328 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A FOUND 1 3/4 INCH IRON PIPE AT THE MOST NORTHERLY CORNER OF THE JOEL E. McCRARY SURVEY, ABSTRCT 403, THE MOST SOUTHEASTERLY CORNER OF THE L.A. PATILLO SURVEY, ABSTRACT 307 AND ALSO BEING IN THE SOUTHWEST LINE OF THE L.A. PATILLO SURVEY, ABSTRACT 306 AND ALSO BEING AN INTERIOR CORNER OF SAID 1714.7058 ACRE TRACT;

THENCE, NORTH 47 DEGREES 14 MINUTES 10 SECONDS WEST, AT 1219.74 FEET PASS A FOUND 2 INCH IRON PIPE (2.64 FEET RIGHT) IN THE SOUTHEAST LINE OF SAID THOMAS HOBERMAKER SURVEY AND THE NORTHWEST LINE OF SAID L.A. PATILLO SURVEY, ABSTRACT 306 AND CONTINUING FOR AN OVERALL DISTANCE OF 3388.06 FEET TO A FOUND 5/8 IRON ROD AT THE MOST SOUTHEASTERLY CORNER OF SAID 21.4693 ACRE TRACT;

THENCE, NORTH 55 DEGREES 19 MINUTES 48 SECONDS EAST, 95.51 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 62 DEGREES 25 MINUTES 52 SECONDS EAST, 856.69 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 43 DEGREES 42 MINUTES 35 SECONDS EAST, 2090.97 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE INTERSECTION WITH THE EASTERLY LINE OF A PROPOSED REALIGNMENT OF SAID DRAINAGE DITCH AND THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT;

AS PER ORIGINAL

00346

0034

THENCE, DEPARTING THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT, NORTH 02 DEGREES 14 MINUTES 09 SECONDS WEST, 269.95 FEET ALONG THE EASTERLY LINE OF SAID PROPOSED REALIGNMENT TO THE INTERSECITON WITH THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT;

THENCE, DEPARTING THE EASTERLY LINE OF SAID PROPOSED REALIGNMENT, NORTH 34 DEGREES 16 MINUTES 14 SECONDS EAST, 210.95 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 31 DEGREES 11 MINUTES 13 SECONDS EAST, 656.78 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 38 DEGREES 05 MINUTES 02 SECONDS EAST, 1359.18 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE INTERSECTION WITH THE WESTERLY LINE OF A 150-FOOT WIDE EASEMENT BEING 75 FEET EACH SIDE OF THE CENTERLINE OF THE WILLOW FORK OF BUFFALO BAYOU RECORDED IN VOLUME 356, PAGE 518 OF THE FORT BEND COUNTY DEED RECORDS;

THENCE, DEPARTING THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT, SOUTH 65 DEGREES 42 MINUTES 12 SECONDS EAST, 226.06 FEET ALONG THE WESTERLY LINE OF SAID 150-FOOT WIDE EASEMENT TO A POINT FOR CORNER;

THENCE, DEPARTING THE WESTERLY LINE OF SAID 150-FOOT WIDE EASEMENT, SOUTH 68 DEGREES 05 MINUTES 02 SECONDS WEST, 99.09 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 38 DEGREES 05 MINUTES 02 SECONDS WEST, 1317.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 31 DEGREES 11 MINUTES 13 SECONDS WEST, 651.11 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 34 DEGREES 16 MINUTES 14 SECONDS WEST, 375.95 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 43 DEGREES 42 MINUTES 33 SECONDS WEST, 57.34 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE "POINT OF BEGINNING" AND CONTAINING 9.2328 ACRES.

JOB NO. 267-04
NOVEMBER, 1986
M&B 21

EXHIBIT D

1995 1675

00347

0034

SPECIAL WARRANTY DEED

STATE OF TEXAS)(

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND)(

THAT VIA LAND JOINT VENTURE, a Texas joint venture composed of Trendmaker, Inc. and University Savings Association, whose address is 333 Cypress Run, Suite 300, Houston, Harris County, Texas 77094, hereinafter referred to as "GRANTOR", for and in consideration of the sum of TEN DOLLARS ($10.00) cash and other good and valuable consideration to GRANTOR paid in hand by FORT BEND COUNTY DRAINAGE DISTRICT, a body politic organized and existing under the laws of the State of Texas, whose address is Fort Bend County Courthouse, 400 Jackson Street, Richmond, Fort Bend County, Texas 77469, hereinafter referred to as "GRANTEE", the receipt and sufficiency of which consideration are hereby acknowledged by GRANTEE, and for the further consideration of the conveyance by Grantee to Grantor of certain real property located in Fort Bend County, Texas, as more particularly described in Exhibit B attached hereto and made a part hereof, and the further consideration of the performance of certain covenants and conditions as more particularly set forth hereinbelow, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY until the said GRANTEE, that certain tract or parcel of land described in Exhibit A, attached hereto, incorporated herein, and made a part hereof for all purposes (the "Property").

THIS CONVEYANCE IS MADE AND ACCEPTED subject to the terms conditions and provisions hereof and further subject to any and all applicable easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, regulations or orders of municipal and/or other governmental authorities, if any, and other matters of record.

By acceptance of this conveyance, Grantee agrees to perform and comply with the following terms and conditions, and should Grantee fail to meet any one or more of them, such failure shall not effect the title to the Property conveyed hereby, but shall give rise to such other equitable and legal remedies as may be available to Grantor to effectuate and gain performance of such terms and conditions:

1) The Property conveyed hereby will be used by Grantee for the sole purpose of installing, constructing, operating and maintaining a drainage ditch and related appurtenances to provide for the drainage of land surrounding and in the vicinity of the Property, including such land owned by Grantor, it being understood that Grantor shall have the right to drain land owned by it and located in the general vicinity of the Property into the ditch to be constructed on the Property.

2) Grantee shall keep the Property free and clear of debris and other obstructions and shall have the continuing obligation to keep the surface of the Property free and clear of trash, litter and other debris, in a manner consistent with the maintenance by Grantee of similar properties owned by it.

3) The conveyance hereby made shall be effective upon the execution and delivery of a Special Warranty Deed by Grantee conveying to Grantor that certain real property more particularly described on Exhibit B.

TO HAVE AND TO HOLD the above described Property, 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 WARRANTY and FOREVER DEFEND all and singular the said property and premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under GRANTOR, but not otherwise, subject however, to the exceptions and reservations aforesaid.

EXECUTED this _____ day of September, 1987, EFFECTIVE the _____ day of September, 1987.

VIA LAND JOINT VENTURE,
a Texas joint venture
composed of:

TRENDMAKER, INC.

ATTEST:

By_____
Name_____
Title_____

_____
Name_____
Title_____

and

UNIVERSITY SAVINGS ASSOCIATION

ATTEST:

By_____
Name_____
Title_____

_____
Name_____
Title_____

VIAW4/ff

AGREED TO AND ACCEPTED
THIS _____ DAY OF _____, 1987

FORT BEND COUNTY
DRAINAGE DISTRICT

By_____
Name_____
Title_____

GRANTEE's address:
Fort Bend County Drainage
District
400 Jackson Street
Richmond, Texas 77469

THE STATE OF TEXAS)(

COUNTY OF _____)(

BEFORE ME, the undersigned authority, 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 same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1987.

_____
Notary Public in and for
the State of Texas

Name_____
Commission expires_____

THE STATE OF TEXAS)(

COUNTY OF HARRIS)(

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____ of Trendmaker, Inc., a Texas corporation and joint venture partner of Via Land Joint Venture, a Texas joint venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1987.

_____
Notary Public in and for
the State of Texas

Name_____
Commission expires_____

THE STATE OF TEXAS)(

COUNTY OF HARRIS)(

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, of University Savings Association, a savings and loan association and joint venture partner of Via Land Joint Venture, a Texas joint venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said joint venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1987.

_____
Notary Public in and for
the State of Texas

Name_____
Commission expires_____

AS PER ORIGINAL

METES AND BOUNDS DESCRIPTION
10.0046 ACRES LOCATED IN
THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190
FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 10.0046 ACRES LOCATED IN THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190, FORT BEND COUNTY, TEXAS, SAID 10.0046 ACRES BEING A 170-FOOT WIDE REALIGNMENT FOR A FORT BEND COUNTY DRAINAGE DISTRICT FEE STRIP OUT OF A 1714.7058 ACRE TRACT RECORDED IN VOLUME 1568, PAGE 678 AND VOLUME 1715, PAGE 830 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A FOUND 1 3/4 INCH IRON PIPE AT THE MOST NORTHERLY CORNER OF THE JOEL E. McCRARY SURVEY, ABSTRCT 403, THE MOST SOUTHEASTERLY CORNER OF THE L.A. PATILLO SURVEY, ABSTRACT 307 AND ALSO BEING IN THE SOUTHWEST LINE OF THE L.A. PATILLO SURVEY, ABSTRACT 306 AND ALSO BEING AN INTERIOR CORNER OF SAID 1714.7058 ACRE TRACT;

THENCE, NORTH 47 DEGREES 14 MINUTES 10 SECONDS WEST, AT 1219.74 FEET PASS A FOUND 2 INCH IRON PIPE (2.64 FEET RIGHT) IN THE SOUTHEAST LINE OF SAID THOMAS HOBERMAKER SURVEY AND THE NORTHWEST LINE OF SAID L.A. PATILLO SURVEY, ABSTRACT 306 AND CONTINUING FOR AN OVERALL DISTANCE OF 3388.06 FEET TO A FOUND 5/8 IRON ROD AT THE MOST SOUTHEASTERLY CORNER OF A 21.4693 ACRE (CALL 21.4660 ACRES) FEE STRIP CONVEYED TO THE FORT BEND COUNTY DRAINAGE DISTRICT AND RECORDED IN VOLUME 1243, PAGE 295 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY;

THENCE, NORTH 55 DEGREES 19 MINUTES 48 SECONDS EAST, 95.51 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 43 DEGREES 42 MINUTES 35 SECONDS EAST, 2090.97 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT;

THENCE, DEPARTING THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT, NORTH 02 DEGREES 14 MINUTES 09 SECONDS WEST, 269.95 FEET ALONG THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT TO THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT IN THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT;

AS PER ORIGINAL

THENCE, DEPARTING THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT, SOUTH 34 DEGREES 16 MINUTES 14 SECONDS WEST, 146.39 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

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THENCE, DEPARTING THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT, NORTH 02 DEGREES 14 MINUTES 09 SECONDS WEST, 2064.83 FEET TO AN ANGLE POINT;

THENCE, NORTH 41 DEGREES 34 MINUTES 21 SECONDS EAST, 649.32 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF A PROPOSED EASEMENT FOR THE WILLOW FORK OF BUFFALO BAYOU;

THENCE, SOUTH 54 DEGREES 09 MINUTES 52 SECONDS EAST, 170.86 FEET ALONG THE WESTERLY LINE OF SAID PROPOSED EASEMENT FOR THE WILLOW FORK OF BUFFALO BAYOU TO THE INTERSECITON WITH THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT;

THENCE, DEPARTING THE WESTERLY LINE OF SAID PROPOSED EASEMENT FOR THE WILLOW FORK OF BUFFALO BAYOU, SOUTH 41 DEGREES 34 MINUTES 21 SECONDS WEST, 598.03 FEET TO AN ANGLE POINT;

THENCE, SOUTH 02 DEGREES 14 MINUTES 09 SECONDS EAST, 1798.59 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 10.0046 ACRES.

JOB NO. 267-04
NOVEMBER, 1986
M&B 21

VMK

00354

EXHIBIT 3

0034

AS PER ORIGINAL

METES AND BOUNDS DESCRIPTION
9.2328 ACRES LOCATED IN
THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190
FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 9.2328 ACRES LOCATED IN THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190, FORT BEND COUNTY, TEXAS, SAID 9.2328 ACRES BEING THE ABANDONMENT OF A PORTION OF A 21.4693 ACRE (CALL 21.4660 ACRES) FEE STRIP CONVEYED TO THE FORT BEND COUNTY DRAINAGE DISTRICT AND RECORDED IN VOLUME 1243, PAGE 295 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, SAID 21.4693 ACRE TRACT BEING OUT OF A 1714.7058 ACRE TRACT RECORDED IN VOLUME 1568, PAGE 678 AND VOLUME 1715, PAGE 830 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, SAID 9.2328 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A FOUND 1 3/4 INCH IRON PIPE AT THE MOST NORTHERLY CORNER OF THE JOEL E. McCRARY SURVEY, ABSTRCT 403, THE MOST SOUTHEASTERLY CORNER OF THE L.A. PATILLO SURVEY, ABSTRACT 307 AND ALSO BEING IN THE SOUTHWEST LINE OF THE L.A. PATILLO SURVEY, ABSTRACT 306 AND ALSO BEING AN INTERIOR CORNER OF SAID 1714.7058 ACRE TRACT;

THENCE, NORTH 47 DEGREES 14 MINUTES 10 SECONDS WEST, AT 1219.74 FEET PASS A FOUND 2 INCH IRON PIPE (2.64 FEET RIGHT) IN THE SOUTHEAST LINE OF SAID THOMAS HOBERMAKER SURVEY AND THE NORTHWEST LINE OF SAID L.A. PATILLO SURVEY, ABSTRACT 306 AND CONTINUING FOR AN OVERALL DISTANCE OF 3388.06 FEET TO A FOUND 5/8 IRON ROD AT THE MOST SOUTHEASTERLY CORNER OF SAID 21.4693 ACRE TRACT;

THENCE, NORTH 55 DEGREES 19 MINUTES 48 SECONDS EAST, 95.51 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 62 DEGREES 25 MINUTES 52 SECONDS EAST, 856.69 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 43 DEGREES 42 MINUTES 35 SECONDS EAST, 2090.97 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE INTERSECTION WITH THE EASTERLY LINE OF A PROPOSED REALIGNMENT OF SAID DRAINAGE DITCH AND THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT;

00355

0034

AS PER ORIGINAL

THENCE, DEPARTING THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT, NORTH 02 DEGREES 14 MINUTES 09 SECONDS WEST, 269.95 FEET ALONG THE EASTERLY LINE OF SAID PROPOSED REALIGNMENT TO THE INTERSECITON WITH THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT;

THENCE, DEPARTING THE EASTERLY LINE OF SAID PROPOSED REALIGNMENT, NORTH 34 DEGREES 16 MINUTES 14 SECONDS EAST, 210.95 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 31 DEGREES 11 MINUTES 13 SECONDS EAST, 656.78 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 38 DEGREES 05 MINUTES 02 SECONDS EAST, 1359.18 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE INTERSECTION WITH THE WESTERLY LINE OF A 150-FOOT WIDE EASEMENT BEING 75 FEET EACH SIDE OF THE CENTERLINE OF THE WILLOW FORK OF BUFFALO BAYOU RECORDED IN VOLUME 356, PAGE 518 OF THE FORT BEND COUNTY DEED RECORDS;

THENCE, DEPARTING THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT, SOUTH 65 DEGREES 42 MINUTES 12 SECONDS EAST, 226.06 FEET ALONG THE WESTERLY LINE OF SAID 150-FOOT WIDE EASEMENT TO A POINT FOR CORNER;

THENCE, DEPARTING THE WESTERLY LINE OF SAID 150-FOOT WIDE EASEMENT, SOUTH 68 DEGREES 05 MINUTES 02 SECONDS WEST, 99.09 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 38 DEGREES 05 MINUTES 02 SECONDS WEST, 1317.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 31 DEGREES 11 MINUTES 13 SECONDS WEST, 651.11 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 34 DEGREES 16 MINUTES 14 SECONDS WEST, 375.95 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 43 DEGREES 42 MINUTES 35 SECONDS WEST, 57.34 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE "POINT OF BEGINNING" AND CONTAINING 9.2328 ACRES.

JOB NO. 267-04
NOVEMBER, 1986
M&B 21

EXHIBIT 00356

0034

SPECIAL WARRANTY DEED

STATE OF TEXAS)(

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND)(

THAT FORT BEND COUNTY DRAINAGE DISTRICT, a body politic organized and existing under the laws of the State of Texas, whose address is Fort Bend County Courthouse, 400 Jackson Street, Richmond, Fort Bend County, Texas 77469, hereinafter referred to as "GRANTOR", for and in consideration of the sum of TEN DOLLARS ($10.00) cash and other good and valuable consideration to GRANTOR paid in hand by VIA LAND JOINT VENTURE, a Texas joint venture composed of Trendmaker, Inc. and University Savings Association, whose address is 333 Cypress Run, Suite 300, Houston, Texas 77094, hereinafter referred to as "GRANTEE", the receipt and sufficiency of which consideration are hereby acknowledged by GRANTOR, and for the further consideration of the conveyance by Grantee to Grantor of certain real property located in Fort Bend County, Texas, as more particularly described in Exhibit B attached hereto and made a part hereof, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY until the said GRANTEE, that certain tract or parcel of land described in Exhibit A, attached hereto, incorporated herein, and made a part hereof for all purposes.

THIS CONVEYANCE IS MADE AND ACCEPTED subject to the terms conditions and provisions hereof and further subject to any and all applicable easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record.

TO HAVE AND TO HOLD the above described property and 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 WARRANTY and FOREVER DEFEND all and singular the said property and premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under GRANTOR, but not otherwise, subject however, to the exceptions and reservations aforesaid.

EXECUTED this _____ day of September, 1987, EFFECTIVE the _____ day of September, 1987.

FORT BEND COUNTY DRAINAGE DISTRICT

By_____

Name_____

Title_____

THE STATE OF TEXAS)(

COUNTY OF _____)(

BEFORE ME, the undersigned authority, 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 same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1987.

_____
Notary Public in and for
the State of Texas

Name_____
Commission expires_____

_____

Grantee's Address:
Trendmaker, Inc.
333 Cypress Run
Suite 300
Houston, Texas 77094

1995 1686
00358

EXHIBIT A

0034

AS PER ORIGINAL

METES AND BOUNDS DESCRIPTION
9.2328 ACRES LOCATED IN
THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190
FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 9.2328 ACRES LOCATED IN THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190, FORT BEND COUNTY, TEXAS, SAID 9.2328 ACRES BEING THE ABANDONMENT OF A PORTION OF A 21.4693 ACRE (CALL 21.4660 ACRES) FEE STRIP CONVEYED TO THE FORT BEND COUNTY DRAINAGE DISTRICT AND RECORDED IN VOLUME 1243, PAGE 295 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, SAID 21.4693 ACRE TRACT BEING OUT OF A 1714.7058 ACRE TRACT RECORDED IN VOLUME 1568, PAGE 678 AND VOLUME 1715, PAGE 830 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY, SAID 9.2328 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A FOUND 1 3/4 INCH IRON PIPE AT THE MOST NORTHERLY CORNER OF THE JOEL E. McCRARY SURVEY, ABSTRCT 403, THE MOST SOUTHEASTERLY CORNER OF THE L.A. PATILLO SURVEY, ABSTRACT 307 AND ALSO BEING IN THE SOUTHWEST LINE OF THE L.A. PATILLO SURVEY, ABSTRACT 306 AND ALSO BEING AN INTERIOR CORNER OF SAID 1714.7058 ACRE TRACT;

THENCE, NORTH 47 DEGREES 14 MINUTES 10 SECONDS WEST, AT 1219.74 FEET PASS A FOUND 2 INCH IRON PIPE (2.64 FEET RIGHT) IN THE SOUTHEAST LINE OF SAID THOMAS HOBERMAKER SURVEY AND THE NORTHWEST LINE OF SAID L.A. PATILLO SURVEY, ABSTRACT 306 AND CONTINUING FOR AN OVERALL DISTANCE OF 3388.06 FEET TO A FOUND 5/8 IRON ROD AT THE MOST SOUTHEASTERLY CORNER OF SAID 21.4693 ACRE TRACT;

THENCE, NORTH 55 DEGREES 19 MINUTES 48 SECONDS EAST, 95.51 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 62 DEGREES 25 MINUTES 52 SECONDS EAST, 856.69 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 43 DEGREES 42 MINUTES 35 SECONDS EAST, 2090.97 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE INTERSECTION WITH THE EASTERLY LINE OF A PROPOSED REALIGNMENT OF SAID DRAINAGE DITCH AND THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT;

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AS PER ORIGINAL

THENCE, DEPARTING THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT, NORTH 02 DEGREES 14 MINUTES 09 SECONDS WEST, 269.95 FEET ALONG THE EASTERLY LINE OF SAID PROPOSED REALIGNMENT TO THE INTERSECITON WITH THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT;

THENCE, DEPARTING THE EASTERLY LINE OF SAID PROPOSED REALIGNMENT, NORTH 34 DEGREES 16 MINUTES 14 SECONDS EAST, 210.95 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 31 DEGREES 11 MINUTES 13 SECONDS EAST, 656.78 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 38 DEGREES 05 MINUTES 02 SECONDS EAST, 1359.18 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE INTERSECTION WITH THE WESTERLY LINE OF A 150-FOOT WIDE EASEMENT BEING 75 FEET EACH SIDE OF THE CENTERLINE OF THE WILLOW FORK OF BUFFALO BAYOU RECORDED IN VOLUME 356, PAGE 518 OF THE FORT BEND COUNTY DEED RECORDS;

THENCE, DEPARTING THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT, SOUTH 65 DEGREES 42 MINUTES 12 SECONDS EAST, 226.06 FEET ALONG THE WESTERLY LINE OF SAID 150-FOOT WIDE EASEMENT TO A POINT FOR CORNER;

THENCE, DEPARTING THE WESTERLY LINE OF SAID 150-FOOT WIDE EASEMENT, SOUTH 68 DEGREES 05 MINUTES 02 SECONDS WEST, 99.09 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 38 DEGREES 05 MINUTES 02 SECONDS WEST, 1317.00 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 31 DEGREES 11 MINUTES 13 SECONDS WEST, 651.11 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 34 DEGREES 16 MINUTES 14 SECONDS WEST, 375.95 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 43 DEGREES 42 MINUTES 35 SECONDS WEST, 57.34 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE "POINT OF BEGINNING" AND CONTAINING 9.2328 ACRES.

JOB NO. 267-04
NOVEMBER, 1986
M&B 21

EXHIBIT B

1995 1688

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AS PER ORIGINAL

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METES AND BOUNDS DESCRIPTION
10.0046 ACRES LOCATED IN
THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190
FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 10.0046 ACRES LOCATED IN THE THOMAS HOBERMAKER SURVEY, ABSTRACT 190, FORT BEND COUNTY, TEXAS, SAID 10.0046 ACRES BEING A 170-FOOT WIDE REALIGNMENT FOR A FORT BEND COUNTY DRAINAGE DISTRICT FEE STRIP OUT OF A 1714.7058 ACRE TRACT RECORDED IN VOLUME 1568, PAGE 678 AND VOLUME 1715, PAGE 830 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE):

COMMENCING AT A FOUND 1 3/4 INCH IRON PIPE AT THE MOST NORTHERLY CORNER OF THE JOEL E. McCRARY SURVEY, ABSTRCT 403, THE MOST SOUTHEASTERLY CORNER OF THE L.A. PATILLO SURVEY, ABSTRACT 307 AND ALSO BEING IN THE SOUTHWEST LINE OF THE L.A. PATILLO SURVEY, ABSTRACT 306 AND ALSO BEING AN INTERIOR CORNER OF SAID 1714.7058 ACRE TRACT;

THENCE, NORTH 47 DEGREES 14 MINUTES 10 SECONDS WEST, AT 1219.74 FEET PASS A FOUND 2 INCH IRON PIPE (2.64 FEET RIGHT) IN THE SOUTHEAST LINE OF SAID THOMAS HOBERMAKER SURVEY AND THE NORTHWEST LINE OF SAID L.A. PATILLO SURVEY, ABSTRACT 306 AND CONTINUING FOR AN OVERALL DISTANCE OF 3388.06 FEET TO A FOUND 5/8 IRON ROD AT THE MOST SOUTHEASTERLY CORNER OF A 21.4693 ACRE (CALL 21.4660 ACRES) FEE STRIP CONVEYED TO THE FORT BEND COUNTY DRAINAGE DISTRICT AND RECORDED IN VOLUME 1243, PAGE 295 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY;

THENCE, NORTH 55 DEGREES 19 MINUTES 48 SECONDS EAST, 95.51 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, NORTH 43 DEGREES 42 MINUTES 35 SECONDS EAST, 2090.97 FEET ALONG THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT;

THENCE, DEPARTING THE SOUTHEASTERLY LINE OF SAID 21.4693 ACRE TRACT, NORTH 02 DEGREES 14 MINUTES 09 SECONDS WEST, 269.95 FEET ALONG THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT TO THE "POINT OF BEGINNING" OF THE HEREIN DESCRIBED TRACT IN THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT;

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AS PER ORIGINAL

THENCE, DEPARTING THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT, SOUTH 34 DEGREES 16 MINUTES 14 SECONDS WEST, 146.39 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO AN ANGLE POINT;

THENCE, SOUTH 43 DEGREES 42 MINUTES 35 SECONDS WEST, 115.36 FEET ALONG THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT TO THE INTERSECTION WITH THE WESTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT;

THENCE, DEPARTING THE NORTHWESTERLY LINE OF SAID 21.4693 ACRE TRACT, NORTH 02 DEGREES 14 MINUTES 09 SECONDS WEST, 2064.83 FEET TO AN ANGLE POINT;

THENCE, NORTH 41 DEGREES 34 MINUTES 21 SECONDS EAST, 649.32 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF A PROPOSED EASEMENT FOR THE WILLOW FORK OF BUFFALO BAYOU;

THENCE, SOUTH 54 DEGREES 09 MINUTES 52 SECONDS EAST, 170.86 FEET ALONG THE WESTERLY LINE OF SAID PROPOSED EASEMENT FOR THE WILLOW FORK OF BUFFALO BAYOU TO THE INTERSECITON WITH THE EASTERLY LINE OF SAID 170-FOOT WIDE REALIGNMENT;

THENCE, DEPARTING THE WESTERLY LINE OF SAID PROPOSED EASEMENT FOR THE WILLOW FORK OF BUFFALO BAYOU, SOUTH 41 DEGREES 34 MINUTES 21 SECONDS WEST, 598.05 FEET TO AN ANGLE POINT;

THENCE, SOUTH 02 DEGREES 14 MINUTES 09 SECONDS EAST, 1798.59 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 10.0046 ACRES.

FILED

'87 NOV 20 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 heron by me and was duly recorded in the volume and page of the named records of Fort Bend County, Texas as stamped hereon by me on

NOV 24 1987

COUNTY COURT OF FORT BEND COUNTY TEXAS

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

JOB NO. 267-04
NOVEMBER, 1986
M&B 21

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00361A

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

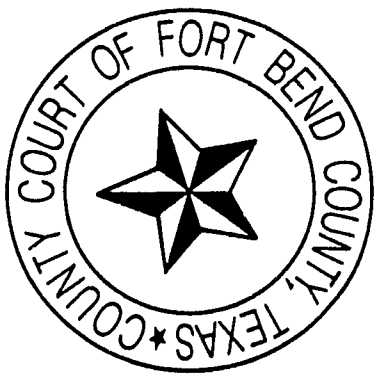
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 12, 19 88.

STARTING WITH
FILM CODE NO. 88vol.34pg.00157

ENDING WITH
FILM CODE NO. 88vol.34pg.00361



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

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00361B

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF JANUARY, 19 88.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 0362.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

5. CONSIDER APPROVING AGREEMENT BETWEEN CINCO RANCH VENTURE, VIA LAND JOINT VENTURE & FORT BEND COUNTY FOR RIGHT-OF-WAY EXCHANGE WITHIN WILLOW FORK OF BUFFALO BAYOU AND THE SOUTH DIVERSION IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve agreement between Cinco Ranch Venture, Via Land Joint Venture & Fort Bend County for right-of-way exchange within Willow Fork of Buffalo Bayou and the South Diversion in Precinct 3. (Recorded in minutes in full)

6. CONSIDER RECOMMENDATIONS FROM THE DRAINAGE TASK FORCE COMMITTEE REGARDING THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept recommendations from the Drainage Task Force Committee regarding the Fort Bend County Drainage Criteria Manual as presented by Carl Stephens, Chairman of the Fort Bend Drainage Task Force Committee. (Recorded in minutes in full)

The following persons supported the manual:

Tom Wendorf - City of Missouri City, presented a resolution supporting the committee's recommendation.

Lawrence Vacarro - City of Stafford presented a resolution supporting the committee's recommendation.

Debbie Pena - City of Sugar Land supports the Committee's recommendation.

7. PRESENT AND DISCUSS MONTHLY DRAINAGE DISTRICT REPORT:

October 1987 Monthly Drainage District report was reviewed and discussed.

8. ADJOURNMENT:

Drainage District Board adjourned at 2:30 p.m. Monday, November 9, 1987.

5 Drainage

AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This Agreement (this "Agreement") is made and entered into this 9 day of November, 1987, by and among the Fort Bend County Drainage District (the "District"), a corporation of Fort Bend County, Texas; Cinco Ranch Venture ("Cinco"), a joint venture composed of T.M.C. Cinco, Inc. (a Texas corporation), and Atlas Realty Company (a Texas corporation), and Via Land Joint Venture ("Via"), a joint venture composed of Trendmaker, Inc. (a Texas corporation) and University Savings Association (a Texas savings association).

RECITALS

The District desires to acquire title to 283.118 acres more or less of certain real property described in Exhibits "A" and "B" attached hereto and incorporated herein (the "Property") necessary for the operation and maintenance of drainage improvements to Willow Fork, a watercourse within the jurisdiction of the District (the "Drainage Improvements"). The District presently owns those certain drainage easements recorded at Volume 356, Page 518 and Volume 356, Page 537 of the Fort Bend County Deed Records (the "Easements"), shown in Exhibits "C" and "D" attached hereto and incorporated herein, which Easements were acquired by the District for drainage right-of-way. The District is willing to abandon the Easements in exchange for the title to the Property.

Cinco is willing to convey title to the surface estate of 206.673 acres more or less of the Property, shown in Exhibit "A" attached hereto and incorporated herein, needed

by the District for the operation and maintenance of the Drainage Improvements in exchange for the abandonment by the District of the Easements. The District no longer will need the Easements upon conveyance of the Property by Cinco. Cinco owns the underlying fee simple title to a portion of the Easements.

Via is willing to convey title to the surface estate of 76.445 acres more or less of the Property, shown in Exhibit "B" attached hereto and incorporated herein, needed by the District for the operation and maintenance of the Drainage Improvements in exchange for the abandonment by the District of the Easements. The District no longer will need the Easements for drainage purposes upon conveyance of the Property by Via. Via owns the underlying fee simple title to a portion of the Easements.

The fair market value of the Property to be conveyed to the District by Cinco and Via is greater than the fair market value of the Easements to be abandoned by the District as determined by the appraisal obtained by the District, which appraisal shall be conclusive of the fair market value thereof.

AGREEMENT

For and in consideration of the mutual promises, obligations, and benefits contained in this Agreement, Fort Bend County Drainage District, Cinco Ranch Venture, and Via Land Joint Venture hereby contract and agree as follows:

Section 1. Recitals. The parties agree that the recitals contained herein are true and correct and accurately reflect the facts and conditions as they exist among the parties.

Section 2. Conveyance by Cinco. Upon execution of this Agreement, Cinco shall execute, acknowledge, and deliver to the District for the purpose of drainage

right-of-way a special warranty deed in the form attached hereto as Exhibit "E" conveying the surface estate of the portion of the Property described in Exhibit "A", subject to permitted encumbrances and reservations as shown therein.

Section 3. Conveyance by Via. Upon execution of this Agreement, Via shall execute, acknowledge, and deliver to the District for the purpose of drainage right-of-way a special warranty deed in the form attached hereto as Exhibit "F" conveying the surface estate of the portion of the property described in Exhibit "B", subject to permitted encumbrances and reservations as shown therein.

Section 4. Conveyance by the District. Simultaneously with the conveyance of the Property by Cinco and Via, and in consideration for such conveyance, the District shall abandon, by recording in the Deed Records of Fort Bend County an instrument in the form attached hereto as Exhibit "G", the Easements described in Exhibit "C" and "D" attached hereto and incorporated herein.

Section 5. Recordation. The District shall record the abandonment of the Easements prior to recording the deeds from Cinco and Via conveying the Property.

Section 6. Implementations. Each party shall take such actions as may be necessary to fully effectuate this Agreement.

Section 7. Merger. This Agreement, together with such terms and conditions as may be included in Exhibits "A" through "G" attached hereto, constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties other than those expressly stated or provided for herein.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be deemed an original as of the date and year first written above.

FORT BEND COUNTY DRAINAGE DISTRICT

By: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge, Fort Bend County, Texas

ATTEST:

Dianne Wilson
County Clerk

APPROVED AS TO FORM:

Larry D. Wagenhal
~~County~~ Asst. District Attorney

CINCO RANCH VENTURE, by all of its Venturers

T.M.C. CINCO, INC.

By: _____
Walter M. Mischer, Jr.
President

ATTEST:

_____
Secretary

ATLAS REALTY COMPANY

By: _____
Risher Randall
Executive Vice President

ATTEST:

_____
Secretary

VIA LAND JOINT VENTURE, by all
of its Venturers

TRENDMAKER, INC.

By: _____
William E. Dalton
Vice President

ATTEST:

_____
Secretary

UNIVERSITY SAVINGS ASSOCIATION

By: _____
James C. Fatheree
Executive Vice President

ATTEST:

_____
Secretary

AS PER ORIGINAL

Exhibit "A" - Tract 1
Metes and Bounds Description
53.194 Acres in the
Thomas Hobermaker Survey, A-190,
Fort Bend County, Texas

Being a tract or parcel of land containing 53.194 acres situated in the Thomas Hobermaker Survey, A-190, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas, and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas; said 53.194 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1968":

1. COMMENCING at a 5/8-inch iron rod (X = 3,014,824.69, Y = 702,619.09) found for the southerly corner of the Stephen Hobermaker Survey, A-189, Fort Bend County, Texas, being a northwesterly corner of the S. M. Williams Survey, A-347 and being in the northeasterly line of the E. M. McGinnis Survey, A-653, Fort Bend County, Texas;

2. THENCE, North 42°37'15" East, 3,731.09 feet along the southeasterly line of said Stephen Hobermaker Survey, A-189 to a point (X = 3,017,351.18, Y = 705,364.62) in the proposed southerly right-of-way line of Willow Fork of Buffalo Bayou, said point being the POINT OF BEGINNING;

3. THENCE, North 42°37'15" East, 701.48 feet continuing along the southeasterly line of said Stephen Hobermaker Survey, A-189, being also a northwesterly line of said Thomas Hobermaker Survey, A-190, and said 5,345.123 acre tract, to a point in the proposed northerly right-of-way line of said Willow Fork of Buffalo Bayou, being a point in a non-tangent curve to the northeast;

4. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 928.00 feet, Central Angle = 01°29'00", Chord Bearing and Distance = North 72°10'41" East, 24.03 feet), 24.03 feet to the point of compound curvature of a tangent curve to the right;

5. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 500.00 feet, Central Angle = 48°11'31", Chord Bearing and Distance = South 82°59'03" East, 408.27 feet), 420.55 feet to the point of tangency;

6. THENCE, South 58°53'18" East, 92.12 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the left;

7. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 750.00 feet, Central Angle = 14°19'36", Chord Bearing and Distance = South 66°03'06" East, 187.05 feet), 187.54 feet to the point of tangency;

8. THENCE, South 73°12'54" East, 380.12 feet, continuing along said proposed northerly right-of-way line to an angle point;

9. THENCE, South 70°58'28" East, 184.05 feet, continuing along said proposed northerly right-of-way line to an angle point;

10. THENCE, South 79°23'56" East, 190.25 feet, continuing along said proposed northerly right-of-way line to an angle point;

11. THENCE, South 78°58'42" East, 269.03 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the right;

12. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 1,000.00 feet, Central Angle = 18°10'00", Chord Bearing and Distance = South 69° 53'42" East, 315.74 feet) 317.07 feet to the point of tangency;

13. THENCE, South 60°48'42" East, 282.44 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the right;

14. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 700.00 feet, Central Angle = 32°03'23", Chord Bearing and Distance = South 44°47'01" East, 386.55 feet), 391.64 feet to the point of tangency;

15. THENCE, South 28°45'19" East, 49.59 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the left;

16. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 339.50 feet, Central Angle = 27°49'35", Chord Bearing and Distance = South 42°40'07" East, 163.26 feet), 164.88 feet to the point of reverse curvature of a tangent curve to the right;

17. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 650.00 feet, Central Angle = 09°46'50", Chord Bearing and Distance = South 51°41'29" East, 110.82 feet), 110.96 feet to the point of tangency;

18. THENCE, South 46°48'04" East, 153.16 feet, continuing along said proposed northerly right-of-way line to an angle point;

19. THENCE, South 68°08'14" East, 447.43 feet, continuing along said proposed northerly right-of-way line to an angle point;

20. THENCE, South 62°04'07" East, 177.54 feet, continuing along said proposed northerly right-of-way line to an angle point;

21. THENCE, South 68°44'58" East, 385.23 feet, continuing along said proposed northerly right-of-way line to an angle point;

22. THENCE, South 63°14'55" East, 296.18 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the right;

23. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 2,100.00 feet, Central Angle = 05°47'55", Chord Bearing and Distance = South 60°20'57" East, 212.44 feet), 212.53 feet to the point of tangency;

24. THENCE, South 57°27'00" East, 129.91 feet, continuing along said proposed northerly right-of-way line to an angle point;

25. THENCE, South 45°10'24" East, 144.76 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the left;

26. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 125.00 feet, Central Angle = 27°28'22", Chord Bearing and Distance = South 58°54'35" East, 59.36 feet), 59.94 feet to the point of tangency;

27. THENCE, South 72°38'46" East, 53.07 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the right;

28. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 600.00 feet, Central Angle = 16°47'34", Chord Bearing and Distance = South 64°14'59" East, 175.22 feet), 175.85 feet to the point of tangency;

29. THENCE, South 55°51'12" East, 54.81 feet, continuing along said proposed northerly right-of-way line to an angle point;

30. THENCE, South 20°52'21" West, 102.74 feet, continuing along said proposed northerly right-of-way line to an angle point;

31. THENCE, South 55°51'12" East, 558.79 feet, continuing along said proposed northerly right-of-way line to an angle point;

32. THENCE, South 42°20'09" West, at 175.00 feet pass a southerly corner of a said 5,345.123 acre tract in the centerline of Willow Fork of Buffalo Bayou, in all 292.99 feet to a point in the proposed southerly right-of-way line of said Willow Fork of Buffalo Bayou, being a point in a southeasterly line of said 5,345.123 acre tract and a northwesterly line of a called 2,156.38 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of said F.B.C.O.R.;

33. THENCE, North 55°51'12" West, 595.46 feet along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

34. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 210.00 feet, Central Angle = 16°47'34", Chord Bearing and Distance = North 64°14'59" West, 61.33 feet), 61.55 feet to the point of tangency;

35. THENCE, North 72°38'46" West, 53.07 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the right;

36. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 515.00 feet, Central Angle = 27°28'22", Chord Bearing and Distance = North 58°54'35" West, 244.58 feet), 246.94 feet to the point of tangency;

37. THENCE, North 45°10'24" West, 102.82 feet, continuing along said proposed southerly right-of-way line to an angle point;

38. THENCE, North 57°27'00" West, 87.97 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

39. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 1,710.00 feet, Central Angle = 05°47'55", Chord Bearing and Distance = North 60°20'57" West, 172.98 feet), 173.06 feet to the point of tangency;

40. THENCE, North 63°14'55" West, 277.44 feet, continuing along said proposed southerly right-of-way line to an angle point;

41. THENCE, North 68°44'58" West, 389.26 feet, continuing along said proposed southerly right-of-way line to an angle point;

42. THENCE, North 62°04'07" West, 179.62 feet, continuing along said proposed southerly right-of-way line to an angle point;

43. THENCE, North 68°08'14" West, 500.23 feet, continuing along said proposed southerly right-of-way line to an angle point;

44. THENCE, North 46°48'04" West, 226.63 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

45. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 260.00 feet, Central Angle = 09°46'50", Chord Bearing and Distance = North 51°41'29" West, 44.33 feet), 44.38 feet to the point of reverse curvature of a tangent curve to the right;

46. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 729.50 feet, Central Angle = 27°49'35", Chord Bearing and Distance = North 42°40'07" West, 350.82 feet), 354.29 feet to the point of tangency;

47. THENCE, North 28°45'19" West, 49.59 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

48. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 310.00 feet, Central Angle = 32°03'23", Chord Bearing and Distance = North 44°47'01" West, 171.19 feet), 173.44 feet to the point of tangency;

49. THENCE, North 60°48'42" West, 282.44 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

50. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 610.00 feet, Central Angle = 18°10'00", Chord Bearing and Distance = North 69°53'42" West, 192.60 feet), 193.41 feet to the point of tangency;

51. THENCE, North 78°58'42" West, 267.60 feet, continuing along said proposed southerly right-of-way line to an angle point;

52. THENCE, North 79°23'56" West, 217.54 feet, continuing along said proposed southerly right-of-way line to an angle point;

53. THENCE, North 70°58'28" West, 205.15 feet, continuing along said proposed southerly right-of-way line to an angle point;

54. THENCE, North 73°12'54" West, 372.49 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to right;

55. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 1,140.00 feet, Central Angle = 14°19'36", Chord Bearing and Distance = North 66°03'06" West, 284.31 feet), 285.06 feet to the point of tangency;

56. THENCE, North 58°53'18" West, 92.12 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

57. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 110.00 feet, Central Angle = 48°11'30", Chord Bearing and Distance = North 82°59'03" West, 89.82 feet), 92.52 feet to the point of compound curvature of a tangent curve to the left;

58. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 538.00 feet, Central Angle = 10°58'04", Chord Bearing and Distance = South 67°26'09" West, 102.83 feet), 102.99 feet to the point of reverse curvature of a tangent curve to the right;

59. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 815.00 feet, Central Angle = 22°51'13", Chord Bearing and Distance = South 73°22'43" West, 322.93 feet), 325.08 feet to the point of tangency;

60. THENCE, South 84°48'20" West, 208.89 feet, continuing along said proposed southerly right-of-way line to the POINT OF BEGINNING, containing 53.194 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 519-066
August 14, 1986

EXHIBIT "A" - Tract 2
METES AND BOUNDS DESCRIPTION
19.546 Acres in the
Thomas Hobermaker Survey, A-190,
Fort Bend County, Texas

Being a tract or parcel of land containing 19.546 acres situated in the Thomas Hobermaker Survey, A-190, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas; said 19.546 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of the L. A. Patillo Survey, A-306 and the R. W. Gardner Survey, A-186, Fort Bend County, Texas, being in the southeasterly line of said Thomas Hobermaker Survey, A-190 and a southerly corner of said 5,345.123 acre tract;

2. THENCE, North 42°14'03" East, 1,424.88 feet along the line common to the said Thomas Hobermaker Survey, A-190 and the R. W. Gardner Survey, A-186, being a southerly line of said 5,345.123 acre tract, to a point in the centerline of of Willow Fork of Buffalo Bayou, being in the southerly line of the herein described tract and a southerly line of said 5,345.123 acre tract, and being also the POINT OF BEGINNING;

3. THENCE, along the centerline meanders of Willow Fork of Buffalo Bayou the following bearings and distances:

4. South 67°49'34" West, 117.29 feet;
5. South 83°53'34" West, 397.70 feet;
6. South 72°13'34" West, 93.50 feet;
7. South 49°55'14" West, 74.90 feet;
8. South 18°38'34" West, 343.20 feet;
9. South 41°25'34" West, 122.10 feet;
10. South 66°17'44" West, 201.50 feet;
11. South 53°58'54" West, 249.90 feet;
12. South 53°19'24" West, 253.60 feet;
13. South 42°42'14" West, 452.10 feet;
14. South 54°42'24" West, 214.80 feet;
15. South 64°37'34" West, 173.70 feet;
16. South 71°07'24" West, 222.20 feet;
17. South 89°38'34" West, 569.60 feet;
18. North 82°00'56" West, 150.70 feet;
19. North 65°09'26" West, 1,444.60 feet;
20. North 56°01'16" West, 212.30 feet;

21. North 48°03'16" West, 747.90 feet;

22. North 41°43'46" West, 383.30 feet;

23. North 56°56'46" West, 296.70 feet;

24. North 61°44'26" West, 361.50 feet;

25. North 48°55'55" West, 200.65 feet;

26. THENCE, North 22°41'30" West, 32.91 feet, continuing along said centerline meanders to a point in a southerly line of said 5,345.123 acre tract;

27. THENCE, North 42°20'09" East, 175.00 feet on the northeasterly projection of said line to a point in the proposed northerly right-of-way line of the Willow Fork of Buffalo Bayou;

28. THENCE, South 39°37'10" East, 215.59 feet along said proposed northerly right-of-way line of Willow Fork of Buffalo Bayou to an angle point;

29. THENCE, South 52°47'23" East, 150.32 feet, continuing along said proposed northerly right-of-way line to an angle point;

30. THENCE, South 77°41'17" East, 237.24 feet, continuing along said proposed northerly right-of-way line to an angle point;

31. THENCE, South 55°35'38" East, 301.47 feet, continuing along said proposed northerly right-of-way line to an angle point;

32. THENCE, South 27°34'55" East, 437.93 feet, continuing along said proposed northerly right-of-way line to an angle point;

33. THENCE, South 54°09'52" East, 1,255.27 feet, continuing along said proposed northerly right-of-way line to an angle point;

34. THENCE, South 65°09'26" East, 1,051.93 feet, continuing along said proposed northerly right-of-way line to an angle point;

35. THENCE, North 89°38'34" East, 695.73 feet, continuing along said proposed northerly right-of-way line to an angle point;

36. THENCE, North 81°59'09" East, 168.70 feet, continuing along said proposed northerly right-of-way line to an angle point;

37. THENCE, North 61°52'35" East, 327.40 feet, continuing along said proposed northerly right-of-way line to an angle point;

38. THENCE, North 42°42'14" East, 460.04 feet, continuing along said proposed northerly right-of-way line to an angle point;

39. THENCE, North 53°39'00" East, 767.12 feet, continuing along said proposed northerly right-of-way line to an angle point;

40. THENCE, North 41°25'34" East, 69.35 feet, continuing along said proposed northerly right-of-way line to an angle point;

41. THENCE, North 18°38'34" East, 353.01 feet, continuing along said proposed northerly right-of-way line to an angle point;

42. THENCE, North 49°55'14" East, 134.54 feet, continuing along said proposed northerly right-of-way line to an angle point;

43. THENCE, North 72°13'34" East, 130.91 feet, continuing along said proposed northerly right-of-way line to an angle point;

44. THENCE, North 83°53'34" East, 502.25 feet, continuing along said proposed northerly right-of-way line to an angle point;

45. THENCE, North 68°12'08" East, 189.67 feet, continuing along said proposed northerly right-of-way line to a point in the line common to the said Thomas Hobermaker Survey, A-190 and the said R. W. Gardner Survey, A-186;

46. THENCE, South 42°14'03" West, 216.39 feet along said common line to the POINT OF BEGINNING, containing 19.546 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 519-066
August 14, 1986

EXHIBIT "A" - Tract 3
METES AND BOUNDS DESCRIPTION
27.904 Acres in the
R. W. Gardner Survey, A-186,
the I. & G. N. R. R. Survey, A-270,
and the John Martin Survey, A-288,
Fort Bend County, Texas

Being a tract or parcel of land containing 27.904 acres situated in the R. W. Gardner Survey, A-186, the I. & G. N. R. R. Survey A-270, and the John Martin Survey, A-288, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas, and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas; said 27.904 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of the said R. W. Gardner Survey, A-186 and the L. A. Patillo Survey, A-306, Fort Bend County, Texas, being in the southeasterly line of the Thomas Hobermaker Survey, A-190, Fort Bend County, and a southerly corner of said 5,345.123 acre tract;

2. THENCE, North 42°14'03" East, 1,187.99 feet along the line common to the said Thomas Hobermaker Survey, A-190, and said R. W. Gardner Survey, A-186, being a southerly line of the said 5,345.123 acre tract to a point (X = 3,028,715.76, Y = 702,471.40) in the proposed southerly right-of-way line of the Willow Fork of Buffalo Bayou, being a southwesterly corner of the herein described tract and the POINT OF BEGINNING;

3. THENCE, North 42°14'03" East, 453.29 feet, continuing along said common line to a point in the proposed northerly right-of-way line of said Willow Fork of Buffalo Bayou;

4. THENCE, North 68°12'08" East, 181.14 feet along the said proposed northerly right-of-way line of said Willow Fork of Buffalo Bayou to an angle point;

5. THENCE, North 81°01'39" East, 370.10 feet, continuing along said northerly line to an angle point;

6. THENCE, South 72°48'19" East, 287.61 feet, continuing along said northerly line to an angle point;

7. THENCE, North 87°50'40" East, 211.98 feet, continuing along said northerly line to the point of curvature of a tangent curve to the right;

8. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 364.64 feet, Central Angle = 39°55'07", Chord Bearing and Distance = South 72°11'46" East, 248.94 feet) 254.05 feet to the point of tangency;

9. THENCE, South 52°14'13" East, 199.70 feet, continuing along said northerly line to an angle point;

10. THENCE, South 78°17'58" East, 325.68 feet, continuing along said northerly line to an angle point;

11. THENCE, South 69°39'45" East, 576.83 feet, continuing along said northerly line to an angle point;

12. THENCE, South 56°00'59" East, 1,325.20 feet, continuing along said northerly line to an angle point;

13. THENCE, South 45°35'39" East, 465.51 feet, continuing along said northerly line to an angle piont;

14. THENCE, North 52°15'00" East, 168.69 feet, continuing along said northerly line to an angle point;

15. THENCE, North 60°16'32" East, 233.88 feet, continuing along said northerly line to a point in the easterly line of said 5,345.123 acre tract, same being a westerly line of Barker Reservoir;

16. THENCE, South 33°58'30" East, 253.03 feet along said westerly line of said Barker Reservoir to a point in the proposed southerly right-of-way line of the Willow Fork of Buffalo Bayou;

17. THENCE, South 61°32'01" West, 217.78 feet along said proposed southerly right-of-way line of Willow Fork of Buffalo Bayou to an angle point;

18. THENCE, South 52°15'00" West, 292.96 feet continuing along said southerly line to an angle point;

19. THENCE, North 73°18'03" West, 199.54 feet, continuing along said southerly line to an angle point;

20. THENCE, North 45°35'39" West, 496.75 feet, continuing along said southerly line to an angle point;

21. THENCE, North 56°00'59" West, 1,272.49 feet, continuing along said southerly line to an angle point;

22. THENCE, North 69°39'45" West, 528.04 feet, continuing along said southerly line to an angle point;

23. THENCE, North 78°17'58" West, 364.66 feet, continuing along said southerly line to an angle point;

24. THENCE, North 52°14'13" West, 257.57 feet, continuing along said southerly line to the point of curvature of a tangent curve to the left;

25. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 114.64 feet, Central Angle = 39°55'07", Chord Bearing and Distance = North 72°11'46" West, 78.27 feet), 79.87 feet to the point of tangency;

26. THENCE, South 87°50'40" West, 254.60 feet, continuing along said southerly line to an angle point;

27. THENCE, North 72°48'19" West, 272.13 feet, continuing along said southerly line to an angle point;

28. THENCE, South 81°01'39" West, 283.90 feet, continuing along said southerly line to an angle point;

29. THENCE, South 68°12'08" West, 377.16 feet, continuing along said southerly line to an angle point;

30. THENCE, South 83°53'34" West, 190.50 feet, continuing along said southerly line to the POINT OF BEGINNING, containing 27.904 acres of land.

Joe D. Webber

STATE OF TEXAS
JOE D. WEBBER
4100
REGISTERED
PUBLIC SURVEYOR

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 3, 1985
Revised May 14, 1985

EXHIBIT "A" - Tract 4
METES AND BOUNDS DESCRIPTION
33.178 Acres in the
R. W. Gardner Survey, A-186 and
the Brooks and Burleson Survey, A-145
Fort Bend County, Texas

Being a tract or parcel of land containing 33.178 acres situated in the R. W. Gardner Survey, A-186 and the Brooks and Burleson Survey, A-145, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas, and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P. R.R.P.), Harris County, Texas; said 33.178 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of said R. W. Gardner Survey, A-186 and the L. A. Patillo Survey, A-306, being in the southeasterly line of the Thomas Hobermaker Survey, A-190, Fort Bend County, Texas, being also a southerly corner of said 5,345.123 acre tract and a re-entrant corner of a called 2,156.38 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of said F.B.C.O.R.;

2. THENCE, South 47°41'18" East, 103.45 feet along the southwesterly line of said R. W. Gardner Survey, A-186, being the northeasterly line of said L. A. Patillo Survey, A-306, and being also a common line of said 5,345.123 acre and said 2,156.38 acre tract to a point (X = 3,027,993.73, Y = 701,522.17) in the proposed northerly right-of-way line of a proposed Willow Fork of Buffalo Bayou diversion ditch and the POINT OF BEGINNING;

3. THENCE, North 82°15'46" East, 56.80 feet along the proposed northerly right-of-way line of said proposed diversion ditch to the point of curvature of a tangent curve to the right;

4. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 535.00 feet, Central Angle = 50°02'56", Chord Bearing and Distance = South 72°42'46" East, 452.61 feet), 467.33 feet to the point of tangency;

5. THENCE, South 47°41'18" East, 5,595.68 feet, continuing along said proposed northerly right-of-way line to an angle point;

6. THENCE, North 78°26'20" East, 44.71 feet, continuing along said northerly right-of-way line to an angle point;

7. THENCE, South 11°33'40" East, 459.84 feet to a point in the proposed southerly right-of-way line of said proposed diversion ditch, being in a southwesterly line of said Brooks and Burleson Survey, A-145, being also the northeasterly line of the George Fields Survey A-591, Fort Bend County, Texas, and a common line of said 5,345.123 acre tract and said 2,156.38 acre tract;

8. THENCE, North 47°41'18" West, 6,440.05 feet along the southwesterly line of said Brooks and Burleson Survey, A-145 and the northeasterly line of said George Fields Survey, A-591; the southwesterly line of said Brooks and Burleson Survey and the northeasterly line of said L. A. Patillo Survey, A-306; the southwesterly line of said R. W. Gardner Survey, A-186 and the northeasterly line of said L. A. Patillo Survey, being also a common line to the said 5,345.123 acre tract and said 2,156.38 acre tract to the POINT OF BEGINNING, containing 33.178 acres of land.

STATE OF TEXAS
JOE D. WEDDER
4100
REGISTERED PUBLIC SURVEYOR

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 3, 1985

EXHIBIT "A" - Tract 5
METES AND BOUNDS DESCRIPTION
69.564 Acres in the
H. D. Brown Survey, A-406 and
the Brooks and Burleson Survey, A-145
Fort Bend County, Texas

Being a tract or parcel of land containing 69.564 acres situated in the H. D. Brown Survey, A-406 and the Brooks and Burleson Survey, A-145, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.) Fort Bend County, Texas, and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P. R.R.P.), Harris County, Texas; said 69.564 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1968":

1. BEGINNING at a Corps of Engineers concrete monument with brass disc stamped BR 27-1 (X = 3,039,127.59, Y = 698,364.86) found for the common east corner of said H. D. Brown Survey, A-406 and the H. E. Looney Survey, A-277, being in the west line of the John Brock Survey, A-110, Fort Bend County, Texas, being also a easterly corner of said 5,345.123 acre tract and a re-entrant corner in the westerly boundary line of Barker Reservoir;

2. THENCE, South 02°39'43" East, 470.04 feet along the east line of said H. D. Brown Survey, A-406, being the west line of said John Brock Survey, A-110, and being also a line common to said 5,345.123 acre tract and Barker Reservoir to a point in the proposed southerly right-of-way line of a proposed Willow Fork of Buffalo Bayou diversion ditch;

3. THENCE, South 88°05'30" West, 3,442.04 feet along the proposed southerly line of said proposed diversion ditch to an angle point;

4. THENCE, South 78°26'20" West, 960.31 feet, continuing along said proposed southerly right-of-way line to an angle point;

5. THENCE, North 11°33'40" West, 10.00 feet, continuing along said proposed southerly right-of-way line to an angle point;

6. THENCE, South 78°26'20" West, 2,038.53 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the right;

7. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 550.00 feet, Central Angle = 01°23'47", Chord Bearing and Distance = South 79°08'14" West, 13.41 feet), 13.41 feet to a point in the southwesterly line of said Brooks and Burleson Survey, A-145, being the northeasterly line of said George Fields Survey, A-591 and a line common to said 5,345.123 acre tract and a called 2,156.38 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of said F.B.C.O.R.;

8. THENCE, North 11°33'40" West, 459.84 feet to a point in the proposed northerly right-of-way line of said proposed Willow Fork of Buffalo Bayou diversion ditch;

9. THENCE, North 78°26'20" East, 3,051.94 feet along said proposed northerly right-of-way line to a Corps of Engineers concrete monument with brass disc stamped "BR 27-3" found for the southwest corner of said H. E. Looney Survey, A-277, being a re-entrant corner in the northerly line of the said H. D. Brown Survey, A-406, and being also in the easterly line of said 5,345.123 acre tract and the westerly boundary line of Barker Reservoir;

10. THENCE, North 88°05'30" East, 3,475.54 feet along the south line of said H. E. Looney Survey, A-277, being a north line of said H. D. Brown Survey, A-406 and a line common to said 5,345.123 acre tract and Barker Reservoir to the POINT OF BEGINNING, containing 69.564 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 4, 1985

STATE OF TEXAS
JOE D. WEBBER
4100
REGISTERED
PUBLIC SURVEYOR

AS PER ORIGINAL

Exhibit "A" - Tract 6
Metes and Bounds Description
3.287 Acres in the
John Martin Survey, A-288
Fort Bend County, Texas

Being a tract or parcel of land containing 3.287 acres situated in the John Martin Survey, A-288, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas, and under File number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas; said 3.287 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone., All distances and coordinates are surface based on the surface coordinates (X=3,029,497.87, Y=704,110.53) of N.G.S. tri-station "Cinco 1968":

COMMENCING at a concrete monument with aluminum cap stamped "BR 27-8" (X=3,034,012.53, Y=701,255.30) found for an angle point in the easterly boundary line of said 5,345.123 acre tract, being also an angle point in the westerly boundary of Barker Reservoir;

THENCE, North 39°02'30" West, 279.56 feet along a line common to said 5,345.123 acre tract and said Barker Reservoir to a point (X=3,033,836.44, Y=701,472.43) in the proposed southerly right-of-way line of Willow Fork of Buffalo Bayou for the southwesterly corner of the herein described tract and the POINT OF BEGINNING;

THENCE, North 39°02'30" West, 85.64 feet, continuing along said common line to a concrete monument with aluminum cap stamped "BR 27-7" found for an angle point in the common westerly boundary line of said Barker Reservoir and easterly boundary line of said 5,345.123 acre tract;

THENCE, North 61°06'30" East, 415.30 feet, continuing along said common boundary line to a concrete monument with aluminum cap stamped "BR 27-6" found for an angle point in said common line;

THENCE, North 82°01'30" East, 572.90 feet, continuing along said common boundary line to a concrete monument with aluminum cap stamped "BR 27-5" found for an angle point in said common line;

THENCE, South 37°08'30" East, 236.35 feet, continuing along said common boundary line to a point in the proposed southerly right-of-way line of Willow Fork of Buffalo Bayou, said point being in a non-tangent curve to left and being the southeasterly corner of the herein described tract, from which a found concrete monument with aluninum cap stamped "BR 27-4", bears South 37°08'30" East, 174.45 feet;

THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius=3,875.00 feet, Central Angle = 01°33'21", Chord Bearing and Distance = North 76°23'38" West, 105.22 feet), 105.22 feet to the point of compound curvature of a tangent curve to the left;

THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 875.00 feet, Central Angle = 29°31'39", Chord Bearing and Distance = South 88°03'52" West, 445.96 feet), 450.93 feet to the point of tangency;

THENCE, South 73°18'03" West, 509.55 feet, continuing along said proposed southerly right-of-way line to the POINT OF BEGINNING, containing 3.287 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 10, 1985

STATE OF TEXAS
JOE D. WEBBER
4100
REGISTERED
PUBLIC SURVEYOR

EXHIBIT "B" -Tract 1
METES AND BOUNDS DESCRIPTION
36.974 Acres in the
Thomas Hobermaker Survey, A-190
Fort Bend County, Texas

Being a tract or parcel of land containing 36.974 acres situated in the Thomas Hobermaker Survey, A-190, Fort Bend County, Texas, and being out of a called 2,156.33 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of the Fort Bend County Official Records (F.B.C. O.R.), Fort Bend County, Texas; said 36.974 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of the R. W. Gardner Survey, A-186 and the L. A. Patillo Survey, A-306, Fort Bend County, Texas, being in the southeasterly line of said Thomas Hobermaker Survey, A-190, and being also a southerly corner of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of said F.B.C.O.R. and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas;

2. THENCE, North 42°14'03" East, 1,187.99 feet along the southeasterly line of said Thomas Hobermaker Survey, A-190, being the northwesterly line of said R. W. Gardner Survey, A-186 and a southerly line of said 5,345.123 acre tract to a point (X = 3,028,715.76, Y = 702,471.40) in the proposed southerly right-of-way line of Willow Fork of Buffalo Bayou and the POINT OF BEGINNING;

3. THENCE, South 83°53'34" West, 320.65 feet along the proposed southerly right-of-way line of said Willow Fork of Buffalo Bayou to an angle point;

4. THENCE, South 72°13'34" West, 56.09 feet, continuing along said proposed southerly right-of-way line to an angle point;

5. THENCE, South 49°55'14" West, 15.26 feet, continuing along said proposed southerly right-of-way line to an angle point;

6. THENCE, South 18°38'34" West, 333.39 feet, continuing along said proposed southerly right-of-way line to an angle point;

7. THENCE, South 41°25'34" West, 146.49 feet, continuing along said proposed southerly right-of-way line to an angle point;

8. THENCE, South 53°39'00" West, 769.94 feet, continuing along said proposed southerly right-of-way line to an angle point;

9. THENCE, South 42°42'14" West, 112.08 feet, continuing along said proposed southerly right-of-way line to an angle point;

10. THENCE, South 40°43'48" West, 693.76 feet, continuing along said proposed southerly right-of-way line to an angle point;

11. THENCE, South 61°52'35" West, 135.87 feet, continuing along said proposed southerly right-of-way line to an angle point;

12. THENCE, South 81°59'09" West, 261.51 feet, continuing along said proposed southerly right-of-way line to an angle point;

13. THENCE, South 89°38'34" West, 806.10 feet, continuing along said proposed southerly right-of-way line to an angle point;

AS PER ORIGINAL

14. THENCE, North 65°09'26" West, 1,173.43 feet, continuing along said propose southerly right-of-way line to an angle point;

15. THENCE, North 54°09'52" West, 1,336.42 feet, continuing along said propose southerly right-of-way line to an angle point;

16. THENCE, North 40°46'54" West, 185.95 feet, continuing along said proposed southerly right-of-way line to an angle point;

17. THENCE, North 19°06'09" West, 247.03 feet, continuing along said proposed southerly right-of-way line to an angle point;

18. THENCE, North 55°35'38" West, 262.77 feet, continuing along said proposed southerly right-of-way line to an angle point;

19. THENCE, North 52°47'23" West, 410.98 feet, continuing along said proposed southerly right-of-way line to an angle point;

20. THENCE, North 39°38'54" West, 208.06 feet, continuing along said proposed southerly right-of-way line to a point in a southeasterly line of said 5,345.123 acr tract;

21. THENCE, North 42°20'09" East, 117.99 feet along the southeasterly line of sai 5,345.123 acre tract to a point in the centerline of Willow Fork of Buffal Bayou;

22. THENCE, along the centerline meanders of Willow Fork of Buffalo Bayou the following bearings and distances:

23. South 22°41'30" East, 32.91 feet;

24. South 48°55'55" East, 200.65 feet;

25. South 61°44'26" East, 361.50 feet;

26. South 56°56'46' East, 296.70 feet;

27. South 41°43'46" East, 383.30 feet:

28. South 48°03'16" East, 747.90 feet;

29. South 56°01'16" East, 212.30 feet;

30. South 65°09'26" East, 1,444.60 feet;

31. South 82°00'56" East, 150.70 feet;

32. North 89°38'34" East, 569. 60 feet;

33. North 71°07'24" East, 222.20 feet;

34. North 64°37'34" East, 173.70 feet;

35. North 54°42'24" East, 214.80 feet;

36. North 42°42'14" East, 452.10 feet;

37. North 53°19'24" East, 253.60 feet;

38. North 53°58'54" East, 249.90 feet;

39. North 66°17'44" East, 201.50 feet;

40. North 41°25'34" East, 122.10 feet;

41. North 18°38'34" East, 343.20 feet;

42. North 49°55'14" East, 74.90 feet;

43. North 72°13'34" East, 93.50 feet;

AS PER ORIGINAL

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44. North 83°53'34" East, 397.70 feet;

45. THENCE, North 67°49'34" East, 117.29 feet, continuing along said centerline meanders to a point in the line common to the said R. W. Gardner Survey, A-186 and the Thomas Hobermaker Survey, A-190;

46. THENCE, South 42°14'03" West, 236.89 feet along said common line to the POINT OF BEGINNING, containing 36.974 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 3, 1985

STATE OF TEXAS
JOE D. WEBBER
4100
REGISTERED
PUBLIC SURVEYOR

EXHIBIT "B" - Tract 2
METES AND BOUNDS DESCRIPTION
8.726 Acres in the
Thomas Hobermaker Survey, A-190
and the L. A. Patillo Survey, A-306,
Fort Bend County, Texas

Being a tract or parcel of land containing 8.726 acres situated in the Thomas Hobermaker Survey, A-190 and the L. A. Patillo Survey, A-306, Fort Bend County, Texas, and being out of a called 2,156.38 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas; said 8.726 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All Distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y=704,110.53) of N.G.S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of the said L. A. Patillo Survey, A-306 and the R. W. Gardner Survey, A-186, Fort Bend County, Texas, being in the southeasterly line of said Thomas Hobermaker Survey, A-190, and being also a southerly corner of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of said F.B.C.O.R. and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas;

2. THENCE, South 47°41'18" East, 103.45 feet along the northeasterly line of said L. A. Patillo Survey, A-306, being the southwesterly line of the said R. W. Gardner Survey, A-186 and a southwesterly line of said 5,345.123 acre tract to a point (X = 3,027,993.73, Y = 701,522.17) in the proposed northerly right-of-way line of a proposed Willow Fork of Buffalo Bayou diversion ditch and the POINT OF BEGINNING;

3. THENCE, South 07°44'14" East, 460.00 feet to a point in the proposed southerly right-of-way line of said proposed diversion ditch;

4. THENCE, South 82°15'46" West, 1,086.02 feet to a point in the proposed southerly right-of-way line of Willow Fork of Buffalo Bayou;

5. THENCE, North 40°43'48" East, 693.76 feet along the proposed southerly right-of-way line of said Willow Fork of Buffalo Bayou to a point in the proposed northerly right-of-way of said proposed diversion ditch;

6. THENCE, North 82°15'46" East, 566.69 feet along said proposed northerly right-of-way line to the POINT OF BEGINNING, containing 8.726 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 2, 1985

JOE D. WEBBER
4100
REGISTERED
PUBLIC SURVEYOR

EXHIBIT "B" - Tract 3
METES AND BOUNDS DESCRIPTION
30.745 Acres in the
L. A. Patillo Survey, A-306
and the George Fields Survey, A-591
Fort Bend County, Texas

Being a tract or parcel of land containing 30.745 acres situated in the L. A. Patillo Survey, A-306 and the George Fields Survey, 591, Fort Bend County, Texas, and being out of a called 2,156.38 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas; said 30.745 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704, 110.53) of N. G. S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of the said L. A. Patillo Survey, A-306 and the R. W. Gardner Survey, A-186, being in the southeasterly line of the Thomas Hobermaker Survey, A-190, Fort Bend County, Texas, being also a southerly corner of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of said F.B.C.O.R. and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.) Harris County, Texas, and a re-entrant corner of said 2,156.38 acre tract;

2. THENCE, South 47°41'18" East, 103.45 feet along the northeasterly line of said L. A. Patillo Survey, A-306, being the southwesterly line of said R. W. Gardner Survey, A-186, and being also a common line of the said 2,156.38 acre and 5,345.123 acre tracts to a point (X = 3,027,993.73, Y = 701,522.17) in the proposed northerly right-of-way line of a proposed Willow Fork of Buffalo Bayou diversion ditch and the POINT OF BEGINNING;

3. THENCE, South 47°41'18" East, 6,440.05 feet, continuing along said common line to a point in the proposed southerly right-of-way line of said diversion ditch, being in a non-tangent curve to the right;

4. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 550.00 feet, Central Angle = 52°28'34", Chord Bearing and Distance = North 73°55'35" West, 486.31 feet), 503.74 feet to the point of tangency;

5. THENCE, North 47°41'18" West, 5,207.30 feet, continuing along said southerly line to a point for corner;

6. THENCE, South 42°18'42" West, 10.00 feet, continuing along said southerly line to a point for corner;

7. THENCE, North 47°41'18" West, 349.95 feet, continuing along said southerly line to the point of curvature of a tangent curve to the left;

8. THENCE, along the arc of said curve and said southerly line (Radius = 75.00 feet, Central Angle = 50°02'56", Chord Bearing and Distance = North 72°42'46" West, 63.45 feet), 65.51 feet to the point of tangency;

9. THENCE, South 82°15'46" West, 56.80 feet, continuing along said southerly line to a point for corner;

10. THENCE, North 07°44'14" West, 460.00 feet to the POINT OF BEGINNING, containing 30.745 acres of land.

STATE OF TEXAS
JOE D WEBBER
4100
REGISTERED
PUBLIC SURVEYOR

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 3, 1985

Exhibit "C"
BROWNE B. RICE, JR., ET AL

Vol 356 Pg 518

TO
104672

00386

FORT BEND COUNTY DRAINAGE DISTRICT

AS PER ORIGINAL

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Browne B. Rice, Jr. of Harris County, Texas Kathleen Blakely Broun, joined by her husband, Philip H. Broun, pro forma, of Fort Bend County, 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 as hereinafter provided, [redacted] to-wit: [redacted]

Starting at the point where Willow Fork of Buffalo Bayou as now existing intersects the southeast line of Grantor's land situated in the Thomas Hobermaker Survey, Abstract 190, in Fort Bend County, Texas, and continuing upstream northwesterly following the center line of said Bayou drainway, except for several deviations straightening said drainway as now marked by set stakes to the point where said Bayou drainway now intersects the northwest line of said land in the Thomas Hobermaker Survey, the total linear distance of the easement here given is approximately 7776 feet. The District is hereby granted an easement or right-of-way for the following purposes and of the following widths:

#190

1. Upon an area 75 feet in width at right angles to the center line of said Willow Fork of Buffalo Bayou as above delineated and on each side thereof going upstream, the District shall have the right to construct, maintain, operate, repair and reconstruct a drainway channel, including drains, ditches, laterals, and levees, following the course of said Bayou drainway as shown above.

2. Upon an additional area on each side of and immediately adjoining the 150 foot wide area described in paragraph 1 above, the District shall have the right to operate machinery, to spread spoil dirt and excavated material and to clear and remove trees, undergrowth or any obstruction thereon to maximum overall widths of 150 feet on each side of the center line of said right-of-way.

3. It is understood and provided that the drainage channel of Willow Fork of Buffalo Bayou as constructed hereunder, shall evidence and manifest the channel course of said Bayou drainway following the channel partly as relocated, for which authority is hereby given, and the center line of said drainway as constructed on the ground shall govern and be controlling in all matters concerned with the establishment and location of said drainway as here authorized, with respect to the remainder of Grantor's land.

after designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement as hereinafter provided, [redacted]

AS PER ORIGINAL

Starting at the point where Willow Fork of Buffalo Bayou as now existing intersects the southeast line of Grantor's land situated in the Thomas Hobermaker Survey, Abstract 190, in Fort Bend County, Texas, and continuing upstream northwesterly following the center line of said Bayou drainway, except for several deviations straightening said drainway as now marked by set stakes to the point where said Bayou drainway now intersects the northwest line of said land in the Thomas Hobermaker Survey, the total linear distance of the easement here given is approximately 7776 feet. The District is hereby granted an easement or right-of-way for the following purposes and of the following widths:

1. Upon an area 75 feet in width at right angles to the center line of said Willow Fork of Buffalo Bayou as above delineated and on each side thereof going upstream, the District shall have the right to construct, maintain, operate, repair and reconstruct a drainway channel, including drains, ditches, laterals, and levees, following the course of said Bayou drainway as shown above.

2. Upon an additional area on each side of and immediately adjoining the 150 foot wide area described in paragraph 1 above, the District shall have the right to operate machinery, to spread spoil dirt and excavated material and to clear and remove trees, undergrowth or any obstruction thereon to maximum overall widths of 150 feet on each side of the center line of said right-of-way.

3. It is understood and provided that the drainage channel of Willow Fork of Buffalo Bayou as constructed hereunder, shall evidence and manifest the channel course of said Bayou drainway following partly as now existing and the channel partly as relocated, for which authority is hereby given, and the center line of said drainway as constructed on the ground shall govern and be controlling in all matters concerned with the establishment and location of said drainway as here authorized, with respect to the remainder of Grantor's land.

4. It is further understood that the relocation of said portions of said drainway as above provided is to be accomplished in the manner as requested by Grantor, and that such changes in portions of said drainway are for the benefit and to serve the desires of Grantor, and in such connection it is agreed that the District shall have no duty or obligations concerned with construction, maintanance or otherwise affecting such portions of said Bayou drainway which shall by relocation be cut off and no longer form a part of the drainway channel as constructed under the authority here delegated, and it is provided that no obligation or liability shall ever accrue to the District by reason of accumulation or surface or other waters in said portion of such drainway as are cut off and abandoned by such relocation.

5. It is agreed that if at any time the District, its successors or assigns, shall any consecutive period of as long as one year fail to maintain the drainage canal in a reasonably good and service able condition with the 150 foot right-of-way reasonably clean of trees and brush, then and in such event Grantor may at his election give the District written notice of the conditions requiring maintenance, and the District shall perform such maintenance operations within a period of three months after receving such notice, and if the District fails to complete such maintenance operations within said three month period the Grantor shall have the right to terminate this easement and all rights here conferred.

6. It is further agreed that if at any time any representative, agent or employee of District while in the course of employment shall carry firearms of any description either on the adjacent lands of Grantor or on the right-of-way area as herein above described, then in such event any violator shall be prosecuted to the extent provided by law, and the District shall use all means available to it in assisting prosecutions based thereon.

7. District agrees as a part of the consideration for the right-of-way hereby granted that in connection with the construction of the drainage canal, drains, ditches, laterals and levees over and across the easement area as herein defined. District will level down the spoil which it deposit so as to make surface of the spoil areas substantially even and as near as practicable to conform to the natural surface area as same now exists and also burn, bury or remove all trees and brush which District shall cut in connection with the installations made by it.

AS PER ORIGINAL

8. Notwithstanding anything hereinabove contained, it is understood that the easement and right-of-way hereby granted is confined to a strip of land 150 feet in width extending 75 feet on either side of the center line of the easement area; provided, however, that an additional 75 feet on either side of the 150 foot wide easement area is hereby made available for use by District in connection with the original installation of its drainage canal, drains, ditches, laterals and levees but that upon completion of said original construction said drainage canal, drains, ditches, laterals and levees all rights hereby granted District in so far as said additional 75 feet on each side of the 150 foot right-of-way strip shall terminate and be of no further force and effect, except for a strip 20 feet in width extending at right angles on each side of said 150 foot wide easement area which shall be available for use in maintenance operations of the District, however it is understood that during maintenance operations no trees shall be disturbed or removed by the District without the written consent of Grantor.

9. This easement is granted with the understanding such works will be commenced during the year 1956 and will be prosecuted with reasonable deligence thereafter. In the event such works is not completed by April 1st, 1958, then the 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 said Grantor, his heirs, or assigns.

10. Attached hereto and marked "EXHIBIT A " is a plat showing the course of said new drainway, and said plat is accepted by Grantor and Grantees as being a part of the right-of-way Contract.

AS PER ORIGINAL

The DISTRICT shall have all rights and benefits necessary or [illegible]ient [illegible] the full enjoyment or use of the rights herein granted, with the right of ingres[illegible] egress [illegible] and from said drainage canal right of way, provided, however, that after constructio[illegible] said dr[illegible]ge canal, said right of ingress and egress of the DISTRICT shall be limited to th[illegible] right of way and to existing roads and passageways. Subject to the express provision [illegible] paragraph 8, above, The DISTRICT is given the right [illegible]me to [illegible]e to cut and remove all trees, undergrowth, and abate other obstruction, upon said [illegible] right of way, that may injure, endanger, or interfere with the construction, operation, mainte[illegible] and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to [illegible] all d[illegible]age to roads, bridges passageways and fences resulting from the DISTRICT'S use in going t[illegible] from said easement and right of way, and to restore the same to the previously existing condi[illegible]s near as possible.

GRANTOR reserves the right to use the facilities offered by [illegible] drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon [illegible]nd, and in such connection GRANTOR has the right in the manner provided by law and at [illegible] wn expense to construct and provide ditches, drains and laterals connecting his said land or por[illegible] thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the la[illegible]overed by this easement, provided however, that during the life of this easement no mining or [illegible]ng operations shall be conducted upon the surface of the area included in the easement right [illegible] way above described.

[redacted]

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 5 day of April, A. D. 1956

Browne B. Rice Jr.

Kathleen Blakely Brown

Philip H. Brown

00390

AS PER ORIGINAL

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME the undersigned Notary Public

in and for Harris County, Texas, on this day personally appeared Jerome B. Rice, 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 OF OFFICE, This 5th day of April, A. D. 1956

(L. S.)

Marion O. Smith
Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS
COUNTY OF

BEFORE ME

in and for County, Texas, on this day personally appeared, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of, A. D. 19

(L. S.)

THE STATE OF TEXAS
COUNTY OF Harris.

BEFORE ME the undersigned Notary Public

in and for Harris County, Texas, on this day personally appeared Philip H. Brown and Kathleen Blakely Brown; 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 Kathleen Blakely Brown wife of the said Philip H. Brown having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Kathleen Blakely Brown 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 5th day of April, A. D. 1956

(L. S.)

Marion O. Smith
Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS
COUNTY OF FORT BEND

I, Ella Macek, County Clerk in and for said County, do hereby certify that the foregoing instrument, with its Certificate of Authentication, was filed for record in my office the 2 day of November A. D. 1956, at 8 o'clock a M., and duly recorded the 14 day of November A. D. 1956, at 4:30 o'clock P M., in the Deed Records of said County, in Vol. 356 on page 519

WITNESS my hand and the seal of the County Court of said County, at office in Richmond, Texas, the day and year last above written.

By Doris G. Wolf Deputy.

ELLA MACEK, Clerk County Court
Fort Bend County, Texas

00391

AS PER ORIGINAL

104572

RIGHT-OF-WAY EASEMENT

BY

Browne B. Rice, Jr., et al

TO

FORT BEND COUNTY DRAINAGE DISTRICT

Filed for Record

This ..... day of .....

A. D. 19....., at ..... o'clock.....M.

Recorded

This ..... day of .....

A. D. 19....., in .....

County, Texas, Records of Deeds.

FILED FOR RECORD this

NOV 7 - 1956 ....., Clerk

At 8 O'Clock a M. ....., Deputy

Return to: County Clerk, Fort Bend Co., Texas

By Pearl Collett Deputy

Exhibit "D"
J. S. ABERCROMBIE, ET AL Abercrombie and Wheless

TO 104681

00392

FORT BEND COUNTY DRAINAGE DISTRICT

AS PER ORIGINAL

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

J. S. ABERCROMBIE; W. M. WHELESS; W. M. WHELESS, JR.; MARY WHELESS POWELL, joined by her husband, W. M. POWELL, JR.

1558 Houston Club Building, Houston 2, 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 XXXXXXXXXXXX feet, being XXXXXXXXXXXX feet, extending at right angles, on each side of the following line and course across said land, to-wit:~~ Starting at the point where the Willow Fork of Buffalo Bayou, as now existing intersects the most easterly line of Grantor's land situated in the E. D. Brown Survey, Abstract 406, in Fort Bend County, Texas, and continuing upstream northwesterly following the center line of said Bayou drainway except for several deviations straightening said drainway as now marked by set stakes, continuing along said center line course into and across Grantor's land situated in the Rebecca W. Gardner Survey, Abstract 186, in said County to the point where said Bayou drainway now intersects the northwest line of said land in the Gardner Survey, Starting at the point where said drainway intersects the southeast line of Grantor's land situated in t Thomas Hobermaker Survey, Abstract 190, in said County, and continuing upstream northwesterly following said center line course as now marked by set stakes, to the point wh said drainway intersects the northwest line of Grantor's land in said Thomas Hobermaker Survey, the District is hereby granted an easement or right-of-way for the following purposes and of the following widths.

Attached hereto and marked " EXHIBIT A " is a plat showing the course of said new drai way, and said plat is accepted by Grantor and Grantees as being a part of the right-of-way Contract.

1. Upon an area 75 feet in width at right angles to the center line of said Willow Fork of Buffalo Bayou as above delineated and on each side thereof going upstream, the District shall have the right to construct, maintain, operate, repair and reconstruct drainway channel, including drains, ditches, laterals and levees, following the course of said Bayou drainway as above shown.

2. Upon an additional area on each side of and immediately adjoining the 150 foot wide area described in paragraph 1 above, the District shall have the right to operate machinery, to spread spoil dirt and excavated material and to clear and remove trees, undergrowth or any obstruction thereon to maximum overall width of 200 feet on each side of the center line of said right-of-way.

It is understood and provided that the drainage channel of Willow Fork of Buffalo Bay as constructed hereunder, shall evidence and manifest the channel and course of said Bayou drainway following the channel partly as now existing and partly as relocated, for which authority is hereby given, and the center line of said drainway as construc on the ground shall govern and be controlling in all matters concerned with the estab

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.

This easement is granted with the understanding such works will be commenced during the year 1956 and will be prosecuted with reasonable deligence thereafter. In the event such works is not commenced by April 1st, 1958, than the 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 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 22nd day of March, A. D. 1956

J. S. Abercrombie

W. H. Wheless

W. M. Wheless, Jr.

Mary Wheless Powell

W. M. Powell, Jr.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME Mary Cobb

AS PER ORIGINAL 00394

Notary Public in and for Harris County, Texas, on this day personally appeared J. S. ABERCROMBIE

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 23rd day of March, A. D. 1956.

(L. S.)

Mary Cobb
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS
COUNTY OF FORT BEND

I, Ella Macek, County Clerk in and for said County, do hereby certify that the foregoing instrument, with its Certificate of Authentication, was filed for record in my office the 2 day of November A. D. 1956, at 8 o'clock a M., and duly recorded the 14 day of Novemb A. D. 1956, at 4:30 o'clock P M., in the Deed Records of said County, in Vol 356, on page 539

WITNESS my hand and the seal of the County Court of said County, at office in Richmond, Texas, the day and year last above written.

By Doris G. Wolf Deputy.

ELLA MACEK, Clerk County Court
Fort Bend County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME

Notary Public in and for Harris County, Texas, on this day personally appeared W. M. Powell, Jr., and Mary Wheless Powell, 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 Mary Wheless Powell wife of the said W. M. Powell, Jr. having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary Wheless Powell 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 26th day of March, A. D. 1956

(L. S.)

Vivian Roberts VIVIAN ROBERTS
Notary Public in and for Harris County, Texas

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. M. WHELESS 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 22nd day of March A. D. 19 56

(L. S.)

Vivian Roberts VIVIAN ROBERTS
Notary Public in and for Harris County, Texas

00395

AS PER ORIGINAL

RIGHT-OF-WAY EASEMENT

BY

J. S. Abercrombie, et al

TO

FORT BEND COUNTY DRAINAGE DISTRICT

Filed for Record

This ..... day of .....

A. D. 19....., at ..... o'clock ..... M.

Recorded

This ..... day of .....

A. D. FILED FOR RECORD this

County, Texas, Records of Deeds.

NOV 7 - 1956

Book ..... Page .....

At 8:00 O'Clock a M.

ELLA MACEK, Clerk

County Clerk, Fort Bend Co., Texas

By ..... Deputy

Return to:

AS PER ORIGINAL

ment and location of said drainway as here authorized, with respect to the remainder of Grantor's land.

It is further understood that the relocation of portions of said drainway as above provided is to be accomplished in the manner as requested by Grantor, and that such change in portions of said drainway are for the benefit and to serve the desired of Grantor, and in such connection it is agreed that the District shall have no duty or obligation concerned with construction, maintenance or otherwise affecting such portions of said Bayou drainway which shall by relocation be cut off and no longer form a part of the drainway channel as constructed under the authority here delegated, and it is provided that no obligation or liability shall ever accrue to the District by reason of accumulation or surface or other waters in said portions of such drainway as are cut off and abandonded by such relocations.

The total linear distance of the easement here given is approximately _____ feet.

J. S. Abercrumbie

W. M. Wheless

W. M. Wheless

W. M. Wheless, Jr.

W. M. Wheless, Jr.

Mary Wheless Powell

W. M. Powell, Jr.

W. M. Powell, Jr.

EXHIBIT "E"

00397 PER ORIGINAL

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT, CINCO RANCH VENTURE, a joint venture composed of T.M.C. Cinco, Inc. (a Texas corporation), and Atlas Realty Company (a Texas corporation), (hereinafter called "GRANTOR"), for an inconsideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto FORT BEND COUNT DRAINAGE DISTRICT, a corporation of Fort Bend County, Texas (hereinafter called "GRANTEE), those certain six tracts of land containing approximately 53,194, 19.546, 27.904, 33.178, 69.564 and 3.287 acres, respectively, described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Land") together with all rights, titles and interests appurtenant thereto; SAVE AND EXCEPT that GRANTOR reserves all oil, gas and other minerals in, on or under or that may be produced from the Land, but waives all rights of use of the surface of the Land for the purpose of exploring, developing, transporting, mining or drilling for said minerals; provided, however, that nothing hereto shall prohibit nor in any manner restrict the right of GRANTOR to develop the Land for oil and gas by directional drilling from property located adjacent to the Land. GRANTOR further reserves for itself, its successors and assigns, an easement over all of the Land for the purpose of placing roads, bridges, water, sewer, drainage, gas telephone, and electric facilities, pipeline, recreational facilities and other facilities in and on the Land (the "Easement"), provided that such facilities shall not interfere with the use of the Land by GRANTEE for the purpose of storm drainage.

THIS CONVEYANCE IS MADE AND ACCEPTED subject to the terms, conditions and provisions hereof and further subject to all applicable easements, restrictions, covenants, mineral or royalty interests, mineral reservations, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters filed of record in the official public records of real property of Fort Bend County, Texas, and validly existing as of the date hereof (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the above-described Land, subject to the Permitted Encumbrances, the aforesaid mineral reservation and the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto 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 title to the Land, unto GRANTEE, its successors and assigns, subject to the Permitted Encumbrances, the aforesaid mineral reservation and the Easement, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTEE'S address is P. O. Box 1028, Rosenberg, Texas 77471.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 1987, by Risher Randall, Executive Vice President of Atlas Realty Company, a Texas corporation, on behalf of said corporation in its capacity as a member of the joint venture of Cinco Ranch Venture.

_____
Notary Public, State of Texas

_____
Printed Name of Notary Public

My Commission Expires:_____

(NOTARY SEAL)

3EWLFK:1

EXECUTED this _____ day of _____, 1987.

CINCO RANCH VENTURE, by
all of its Venturers

T.M.C. CINCO, INC.

By:_____
Walter M. Mischer, Jr.
President
County, Texas

ATTEST:

_____
Secretary

ATLAS REALTY COMPANY

By:_____
Risher Randall
Executive Vice President

ATTEST:

_____
Secretary

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 1987, by Walter M. Mischer, Jr., President of T.M.C. Cinco, Inc., a Texas corporation, on behalf of said corporation in its capacity as a member of the joint venture of Cinco Ranch Venture.

_____
Notary Public, State of Texas

_____
Printed Name of Notary Public

My Commission Expires:_____

(NOTARY SEAL)

Exhibit "A" - Tract 1
Metes and Bounds Description
53.194 Acres in the
Thomas Hobermaker Survey, A-190,
Fort Bend County, Texas

Being a tract or parcel of land containing 53.194 acres situated in the Thomas Hobermaker Survey, A-190, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas, and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas; said 53.194 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1960":

1. COMMENCING at a 5/8-inch iron rod (X = 3,014,824.69, Y = 702,619.09) found for the southerly corner of the Stephen Hobermaker Survey, A-189, Fort Bend County, Texas, being a northwesterly corner of the S. M. Williams Survey, A-347 and being in the northeasterly line of the E. M. McGinnis Survey, A-653, Fort Bend County, Texas;

2. THENCE, North 42°37'15" East, 3,731.09 feet along the southeasterly line of said Stephen Hobermaker Survey, A-189 to a point (X = 3,017,351.18, Y = 705,364.62) in the proposed southerly right-of-way line of Willow Fork of Buffalo Bayou, said point being the POINT OF BEGINNING;

3. THENCE, North 42°37'15" East, 701.48 feet continuing along the southeasterly line of said Stephen Hobermaker Survey, A-189, being also a northwesterly line of said Thomas Hobermaker Survey, A-190, and said 5,345.123 acre tract, to a point in the proposed northerly right-of-way line of said Willow Fork of Buffalo Bayou, being a point in a non-tangent curve to the northeast;

4. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 928.00 feet, Central Angle = 01°29'00", Chord Bearing and Distance = North 72°10'41" East, 24.03 feet), 24.03 feet to the point of compound curvature of a tangent curve to the right;

5. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 500.00 feet, Central Angle = 48°11'31", Chord Bearing and Distance = South 82°59'03" East, 408.27 feet), 420.55 feet to the point of tangency;

6. THENCE, South 58°53'18" East, 92.12 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the left;

7. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 750.00 feet, Central Angle = 14°19'36", Chord Bearing and Distance = South 66°03'06" East, 187.05 feet), 187.54 feet to the point of tangency;

8. THENCE, South 73°12'54" East, 380.12 feet, continuing along said proposed northerly right-of-way line to an angle point;

9. THENCE, South 70°58'28" East, 184.05 feet, continuing along said proposed northerly right-of-way line to an angle point;

10. THENCE, South 79°23'56" East, 190.25 feet, continuing along said proposed northerly right-of-way line to an angle point;

11. THENCE, South 78°58'42" East, 269.03 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the right;

12. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 1,000.00 feet, Central Angle = 18°10'00", Chord Bearing and Distance = South 69° 53'42" East, 315.74 feet) 317.07 feet to the point of tangency;

13. THENCE, South 60°48'42" East, 282.44 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the right;

14. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 700.00 feet, Central Angle = 32°03'23", Chord Bearing and Distance = South 44°47'01" East, 386.55 feet), 391.64 feet to the point of tangency;

15. THENCE, South 28°45'19" East, 49.59 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the left;

16. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 339.50 feet, Central Angle = 27°49'35", Chord Bearing and Distance = South 42°40'07" East, 163.26 feet), 164.88 feet to the point of reverse curvature of a tangent curve to the right;

17. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 650.00 feet, Central Angle = 09°46'50", Chord Bearing and Distance = South 51°41'29" East, 110.82 feet), 110.96 feet to the point of tangency;

18. THENCE, South 46°48'04" East, 153.16 feet, continuing along said proposed northerly right-of-way line to an angle point;

19. THENCE, South 68°08'14" East, 447.43 feet, continuing along said proposed northerly right-of-way line to an angle point;

20. THENCE, South 62°04'07" East, 177.54 feet, continuing along said proposed northerly right-of-way line to an angle point;

21. THENCE, South 68°44'58" East, 385.23 feet, continuing along said proposed northerly right-of-way line to an angle point;

22. THENCE, South 63°14'55" East, 296.18 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the right;

23. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 2,100.00 feet, Central Angle = 05°47'55", Chord Bearing and Distance = South 60°20'57" East, 212.44 feet), 212.53 feet to the point of tangency;

24. THENCE, South 57°27'00" East, 129.91 feet, continuing along said proposed northerly right-of-way line to an angle point;

25. THENCE, South 45°10'24" East, 144.76 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the left;

26. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 125.00 feet, Central Angle = 27°28'22", Chord Bearing and Distance = South 58°54'35" East, 59.36 feet), 59.94 feet to the point of tangency;

27. THENCE, South 72°38'46" East, 53.07 feet, continuing along said proposed northerly right-of-way line to the point of curvature of a tangent curve to the right;

28. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 600.00 feet, Central Angle = 16°47'34", Chord Bearing and Distance = South 64°14'59" East, 175.22 feet), 175.85 feet to the point of tangency;

29. THENCE, South 55°51'12" East, 54.81 feet, continuing along said proposed northerly right-of-way line to an angle point;

30. THENCE, South 20°52'21" West, 102.74 feet, continuing along said proposed northerly right-of-way line to an angle point;

31. THENCE, South 55°51'12" East, 558.79 feet, continuing along said proposed northerly right-of-way line to an angle point;

32. THENCE, South 42°20'09" West, at 175.00 feet pass a southerly corner of a said 5,345.123 acre tract in the centerline of Willow Fork of Buffalo Bayou, in all 292.99 feet to a point in the proposed southerly right-of-way line of said Willow Fork of Buffalo Bayou, being a point in a southeasterly line of said 5,345.123 acre tract and a northwesterly line of a called 2,156.38 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of said F.B.C.O.R.;

33. THENCE, North 55°51'12" West, 595.46 feet along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

34. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 210.00 feet, Central Angle = 16°47'34", Chord Bearing and Distance = North 64°14'59" West, 61.33 feet), 61.55 feet to the point of tangency;

35. THENCE, North 72°38'46" West, 53.07 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the right;

36. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 515.00 feet, Central Angle = 27°28'22", Chord Bearing and Distance = North 58°54'35" West, 244.58 feet), 246.94 feet to the point of tangency;

37. THENCE, North 45°10'24" West, 102.82 feet, continuing along said proposed southerly right-of-way line to an angle point;

38. THENCE, North 57°27'00" West, 87.97 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

39. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 1,710.00 feet, Central Angle = 05°47'55", Chord Bearing and Distance = North 60°20'57" West, 172.98 feet), 173.06 feet to the point of tangency;

40. THENCE, North 63°14'55" West, 277.44 feet, continuing along said proposed southerly right-of-way line to an angle point;

41. THENCE, North 68°44'58" West, 389.26 feet, continuing along said proposed southerly right-of-way line to an angle point;

42. THENCE, North 62°04'07" West, 179.62 feet, continuing along said proposed southerly right-of-way line to an angle point;

43. THENCE, North 68°08'14" West, 500.23 feet, continuing along said proposed southerly right-of-way line to an angle point;

44. THENCE, North 46°48'04" West, 226.63 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

45. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 260.00 feet, Central Angle = 09°46'50", Chord Bearing and Distance = North 51°41'29" West, 44.33 feet), 44.38 feet to the point of reverse curvature of a tangent curve to the right;

46. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 729.50 feet, Central Angle = 27°49'35", Chord Bearing and Distance = North 42°40'07" West, 350.82 feet), 354.29 feet to the point of tangency;

47. THENCE, North 28°45'19" West, 49.59 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

48. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 310.00 feet, Central Angle = 32°03'23", Chord Bearing and Distance = North 44°47'01" West, 171.19 feet), 173.44 feet to the point of tangency;

49. THENCE, North 60°48'42" West, 282.44 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

50. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 610.00 feet, Central Angle = 18°10'00", Chord Bearing and Distance = North 69°53'42" West, 192.60 feet), 193.41 feet to the point of tangency;

51. THENCE, North 78°58'42" West, 267.60 feet, continuing along said proposed southerly right-of-way line to an angle point;

52. THENCE, North 79°23'56" West, 217.54 feet, continuing along said proposed southerly right-of-way line to an angle point;

53. THENCE, North 70°58'28" West, 205.15 feet, continuing along said proposed southerly right-of-way line to an angle point;

54. THENCE, North 73°12'54" West, 372.49 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to right;

55. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 1,140.00 feet, Central Angle = 14°19'36", Chord Bearing and Distance = North 66°03'06" West, 284.31 feet), 285.06 feet to the point of tangency;

56. THENCE, North 58°53'18" West, 92.12 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the left;

57. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 110.00 feet, Central Angle = 48°11'30", Chord Bearing and Distance = North 82°59'03" West, 89.82 feet), 92.52 feet to the point of compound curvature of a tangent curve to the left;

58. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 538.00 feet, Central Angle = 10°58'04", Chord Bearing and Distance = South 67°26'09" West, 102.83 feet), 102.99 feet to the point of reverse curvature of a tangent curve to the right;

59. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 815.00 feet, Central Angle = 22°51'13", Chord Bearing and Distance = South 73°22'43" West, 322.93 feet), 325.08 feet to the point of tangency;

60. THENCE, South 84°48'20" West, 208.89 feet, continuing along said proposed southerly right-of-way line to the POINT OF BEGINNING, containing 53.194 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 519-066
August 14, 1986

EXHIBIT "A" - Tract 2
METES AND BOUNDS DESCRIPTION
19.546 Acres in the
Thomas Hobermaker Survey, A-190,
Fort Bend County, Texas

Being a tract or parcel of land containing 19.546 acres situated in the Thomas Hobermaker Survey, A-190, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas; said 19.546 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of the L. A. Patillo Survey, A-306 and the R. W. Gardner Survey, A-186, Fort Bend County, Texas, being in the southeasterly line of said Thomas Hobermaker Survey, A-190 and a southerly corner of said 5,345.123 acre tract;

2. THENCE, North 42°14'03" East, 1,424.88 feet along the line common to the said Thomas Hobermaker Survey, A-190 and the R. W. Gardner Survey, A-186, being a southerly line of said 5,345.123 acre tract, to a point in the centerline of of Willow Fork of Buffalo Bayou, being in the southerly line of the herein described tract and a southerly line of said 5,345.123 acre tract, and being also the POINT OF BEGINNING;

3. THENCE, along the centerline meanders of Willow Fork of Buffalo Bayou the following bearings and distances:

4. South 67°49'34" West, 117.29 feet;
5. South 83°53'34" West, 397.70 feet;
6. South 72°13'34" West, 93.50 feet;
7. South 49°55'14" West, 74.90 feet;
8. South 18°38'34" West, 343.20 feet;
9. South 41°25'34" West, 122.10 feet;
10. South 66°17'44" West, 201.50 feet;
11. South 53°58'54" West, 249.90 feet;
12. South 53°19'24" West, 253.60 feet;
13. South 42°42'14" West, 452.10 feet;
14. South 54°42'24" West, 214.80 feet;
15. South 64°37'34" West, 173.70 feet;
16. South 71°07'24" West, 222.20 feet;
17. South 89°38'34" West, 569.60 feet;
18. North 82°00'56" West, 150.70 feet;
19. North 65°09'26" West, 1,444.60 feet;
20. North 56°01'16" West, 212.30 feet;

21. North 48°03'16" West, 747.90 feet;

22. North 41°43'46" West, 383.30 feet;

23. North 56°56'46" West, 296.70 feet;

24. North 61°44'26" West, 361.50 feet;

25. North 48°55'55" West, 200.65 feet;

26. THENCE, North 22°41'30" West, 32.91 feet, continuing along said centerline meanders to a point in a southerly line of said 5,345.123 acre tract;

27. THENCE, North 42°20'09" East, 175.00 feet on the northeasterly projection of said line to a point in the proposed northerly right-of-way line of the Willow Fork of Buffalo Bayou;

28. THENCE, South 39°37'10" East, 215.59 feet along said proposed northerly right-of-way line of Willow Fork of Buffalo Bayou to an angle point;

29. THENCE, South 52°47'23" East, 150.32 feet, continuing along said proposed northerly right-of-way line to an angle point;

30. THENCE, South 77°41'17" East, 237.24 feet, continuing along said proposed northerly right-of-way line to an angle point;

31. THENCE, South 55°35'38" East, 301.47 feet, continuing along said proposed northerly right-of-way line to an angle point;

32. THENCE, South 27°34'55" East, 437.93 feet, continuing along said proposed northerly right-of-way line to an angle point;

33. THENCE, South 54°09'52" East, 1,255.27 feet, continuing along said proposed northerly right-of-way line to an angle point;

34. THENCE, South 65°09'26" East, 1,051.93 feet, continuing along said proposed northerly right-of-way line to an angle point;

35. THENCE, North 89°38'34" East, 695.73 feet, continuing along said proposed northerly right-of-way line to an angle point;

36. THENCE, North 81°59'09" East, 168.70 feet, continuing along said proposed northerly right-of-way line to an angle point;

37. THENCE, North 61°52'35" East, 327.40 feet, continuing along said proposed northerly right-of-way line to an angle point;

38. THENCE, North 42°42'14" East, 460.04 feet, continuing along said proposed northerly right-of-way line to an angle point;

39. THENCE, North 53°39'00" East, 767.12 feet, continuing along said proposed northerly right-of-way line to an angle point;

40. THENCE, North 41°25'34" East, 69.35 feet, continuing along said proposed northerly right-of-way line to an angle point;

41. THENCE, North 18°38'34" East, 353.01 feet, continuing along said proposed northerly right-of-way line to an angle point;

42. THENCE, North 49°55'14" East, 134.54 feet, continuing along said proposed northerly right-of-way line to an angle point;

43. THENCE, North 72°13'34" East, 130.91 feet, continuing along said proposed northerly right-of-way line to an angle point;

44. THENCE, North 83°53'34" East, 502.25 feet, continuing along said proposed northerly right-of-way line to an angle point;

45. THENCE, North 68°12'08" East, 189.67 feet, continuing along said proposed northerly right-of-way line to a point in the line common to the said Thomas Hobermaker Survey, A-190 and the said R. W. Gardner Survey, A-186;

46. THENCE, South 42°14'03" West, 216.39 feet along said common line to the POINT OF BEGINNING, containing 19.546 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 519-066
August 14, 1986

EXHIBIT "A" - Tract 3
METES AND BOUNDS DESCRIPTION
27.904 Acres in the
R. W. Gardner Survey, A-186,
the I. & G. N. R. R. Survey, A-270,
and the John Martin Survey, A-288,
Fort Bend County, Texas

Being a tract or parcel of land containing 27.904 acres situated in the R. W. Gardner Survey, A-186, the I. & G. N. R. R. Survey A-270, and the John Martin Survey, A-288, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas, and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas; said 27.904 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of the said R. W. Gardner Survey, A-186 and the L. A. Patillo Survey, A-306, Fort Bend County, Texas, being in the southeasterly line of the Thomas Hobermaker Survey, A-190, Fort Bend County, and a southerly corner of said 5,345.123 acre tract;

2. THENCE, North 42°14'03" East, 1,187.99 feet along the line common to the said Thomas Hobermaker Survey, A-190, and said R. W. Gardner Survey, A-186, being a southerly line of the said 5,345.123 acre tract to a point (X = 3,028,715.76, Y = 702,471.40) in the proposed southerly right-of-way line of the Willow Fork of Buffalo Bayou, being a southwesterly corner of the herein described tract and the POINT OF BEGINNING;

3. THENCE, North 42°14'03" East, 453.29 feet, continuing along said common line to a point in the proposed northerly right-of-way line of said Willow Fork of Buffalo Bayou;

4. THENCE, North 68°12'08" East, 181.14 feet along the said proposed northerly right-of-way line of said Willow Fork of Buffalo Bayou to an angle point;

5. THENCE, North 81°01'39" East, 370.10 feet, continuing along said northerly line to an angle point;

6. THENCE, South 72°48'19" East, 287.61 feet, continuing along said northerly line to an angle point;

7. THENCE, North 87°50'40" East, 211.98 feet, continuing along said northerly line to the point of curvature of a tangent curve to the right;

8. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 364.64 feet, Central Angle = 39°55'07", Chord Bearing and Distance = South 72°11'46" East, 248.94 feet) 254.05 feet to the point of tangency;

9. THENCE, South 52°14'13" East, 199.70 feet, continuing along said northerly line to an angle point;

10. THENCE, South 78°17'58" East, 325.68 feet, continuing along said northerly line to an angle point;

11. THENCE, South 69°39'45" East, 576.83 feet, continuing along said northerly line to an angle point;

12. THENCE, South 56°00'59" East, 1,325.20 feet, continuing along said northerly line to an angle point;

13. THENCE, South 45°35'39" East, 465.51 feet, continuing along said northerly line to an angle piont;

14. THENCE, North 52°15'00" East, 168.69 feet, continuing along said northerly line to an angle point;

15. THENCE, North 60°16'32" East, 233.88 feet, continuing along said northerly line to a point in the easterly line of said 5,345.123 acre tract, same being a westerly line of Barker Reservoir;

16. THENCE, South 33°58'30" East, 253.03 feet along said westerly line of said Barker Reservoir to a point in the proposed southerly right-of-way line of the Willow Fork of Buffalo Bayou;

17. THENCE, South 61°32'01" West, 217.78 feet along said proposed southerly right-of-way line of Willow Fork of Buffalo Bayou to an angle point;

18. THENCE, South 52°15'00" West, 292.96 feet continuing along said southerly line to an angle point;

19. THENCE, North 73°18'03" West, 199.54 feet, continuing along said southerly line to an angle point;

20. THENCE, North 45°35'39" West, 496.75 feet, continuing along said southerly line to an angle point;

21. THENCE, North 56°00'59" West, 1,272.49 feet, continuing along said southerly line to an angle point;

22. THENCE, North 69°39'45" West, 528.04 feet, continuing along said southerly line to an angle point;

23. THENCE, North 78°17'58" West, 364.66 feet, continuing along said southerly line to an angle point;

24. THENCE, North 52°14'13" West, 257.57 feet, continuing along said southerly line to the point of curvature of a tangent curve to the left;

25. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 114.64 feet, Central Angle = 39°55'07", Chord Bearing and Distance = North 72°11'46" West, 78.27 feet), 79.87 feet to the point of tangency;

26. THENCE, South 87°50'40" West, 254.60 feet, continuing along said southerly line to an angle point;

27. THENCE, North 72°48'19" West, 272.13 feet, continuing along said southerly line to an angle point;

28. THENCE, South 81°01'39" West, 283.90 feet, continuing along said southerly line to an angle point;

29. THENCE, South 68°12'08" West, 377.16 feet, continuing along said southerly line to an angle point;

30. THENCE, South 83°53'34" West, 190.50 feet, continuing along said southerly line to the POINT OF BEGINNING, containing 27.904 acres of land.

Joe D. Weber

STATE OF TEXAS
JOE D. WEBER
4100
REGISTERED
PUBLIC SURVEYOR

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 3, 1985
Revised May 14, 1985

EXHIBIT "A" - Tract 4
METES AND BOUNDS DESCRIPTION
33.178 Acres in the
R. W. Gardner Survey, A-186 and
the Brooks and Burleson Survey, A-145
Fort Bend County, Texas

Being a tract or parcel of land containing 33.178 acres situated in the R. W. Gardner Survey, A-186 and the Brooks and Burleson Survey, A-145, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas, and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P. R.R.P.), Harris County, Texas; said 33.178 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of said R. W. Gardner Survey, A-186 and the L. A. Patillo Survey, A-306, being in the southeasterly line of the Thomas Hobermaker Survey, A-190, Fort Bend County, Texas, being also a southerly corner of said 5,345.123 acre tract and a re-entrant corner of a called 2,156.38 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of said F.B.C.O.R.;

2. THENCE, South 47°41'18" East, 103.45 feet along the southwesterly line of said R. W. Gardner Survey, A-186, being the northeasterly line of said L. A. Patillo Survey, A-306, and being also a common line of said 5,345.123 acre and said 2,156.38 acre tract to a point (X = 3,027,993.73, Y = 701,522.17) in the proposed northerly right-of-way line of a proposed Willow Fork of Buffalo Bayou diversion ditch and the POINT OF BEGINNING;

3. THENCE, North 82°15'46" East, 56.80 feet along the proposed northerly right-of-way line of said proposed diversion ditch to the point of curvature of a tangent curve to the right;

4. THENCE, along the arc of said curve and said proposed northerly right-of-way line (Radius = 535.00 feet, Central Angle = 50°02'56", Chord Bearing and Distance = South 72°42'46" East, 452.61 feet), 467.33 feet to the point of tangency;

5. THENCE, South 47°41'18" East, 5,595.68 feet, continuing along said proposed northerly right-of-way line to an angle point;

6. THENCE, North 78°26'20" East, 44.71 feet, continuing along said northerly right-of-way line to an angle point;

7. THENCE, South 11°33'40" East, 459.84 feet to a point in the proposed southerly right-of-way line of said proposed diversion ditch, being in a southwesterly line of said Brooks and Burleson Survey, A-145, being also the northeasterly line of the George Fields Survey A-591, Fort Bend County, Texas, and a common line of said 5,345.123 acre tract and said 2,156.38 acre tract;

8. THENCE, North 47°41'18" West, 6,440.05 feet along the southwesterly line of said Brooks and Burleson Survey, A-145 and the northeasterly line of said George Fields Survey, A-591; the southwesterly line of said Brooks and Burleson Survey and the northeasterly line of said L. A. Patillo Survey, A-306; the southwesterly line of said R. W. Gardner Survey, A-186 and the northeasterly line of said L. A. Patillo Survey, being also a common line to the said 5,345.123 acre tract and said 2,156.38 acre tract to the POINT OF BEGINNING, containing 33.178 acres of land.

STATE OF TEXAS
JOE D. WEBBER
4100
REGISTERED
PUBLIC SURVEYOR

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 3, 1985

EXHIBIT "A" - Tract 5
METES AND BOUNDS DESCRIPTION
69.564 Acres in the
H. D. Brown Survey, A-406 and
the Brooks and Burleson Survey, A-145
Fort Bend County, Texas

Being a tract or parcel of land containing 69.564 acres situated in the H. D. Brown Survey, A-406 and the Brooks and Burleson Survey, A-145, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.) Fort Bend County, Texas, and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P. R.R.P.), Harris County, Texas; said 69.564 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1968":

1. BEGINNING at a Corps of Engineers concrete monument with brass disc stamped BR 27-1 (X = 3,039,127.59, Y = 698,364.86) found for the common east corner of said H. D. Brown Survey, A-406 and the H. E. Looney Survey, A-277, being in the west line of the John Brock Survey, A-110, Fort Bend County, Texas, being also a easterly corner of said 5,345.123 acre tract and a re-entrant corner in the westerly boundary line of Barker Reservoir;

2. THENCE, South 02°39'43" East, 470.04 feet along the east line of said H. D. Brown Survey, A-406, being the west line of said John Brock Survey, A-110, and being also a line common to said 5,345.123 acre tract and Barker Reservoir to a point in the proposed southerly right-of-way line of a proposed Willow Fork of Buffalo Bayou diversion ditch;

3. THENCE, South 88°05'30" West, 3,442.04 feet along the proposed southerly line of said proposed diversion ditch to an angle point;

4. THENCE, South 78°26'20" West, 960.31 feet, continuing along said proposed southerly right-of-way line to an angle point;

5. THENCE, North 11°33'40" West, 10.00 feet, continuing along said proposed southerly right-of-way line to an angle point;

6. THENCE, South 78°26'20" West, 2,038.53 feet, continuing along said proposed southerly right-of-way line to the point of curvature of a tangent curve to the right;

7. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 550.00 feet, Central Angle = 01°23'47", Chord Bearing and Distance = South 79°08'14" West, 13.41 feet), 13.41 feet to a point in the southwesterly line of said Brooks and Burleson Survey, A-145, being the northeasterly line of said George Fields Survey, A-591 and a line common to said 5,345.123 acre tract and a called 2,156.38 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of said F.B.C.O.R.;

8. THENCE, North 11°33'40" West, 459.84 feet to a point in the proposed northerly right-of-way line of said proposed Willow Fork of Buffalo Bayou diversion ditch;

9. THENCE, North 78°26'20" East, 3,051.94 feet along said proposed northerly right-of-way line to a Corps of Engineers concrete monument with brass disc stamped "BR 27-3" found for the southwest corner of said H. E. Looney Survey, A-277, being a re-entrant corner in the northerly line of the said H. D. Brown Survey, A-406, and being also in the easterly line of said 5,345.123 acre tract and the westerly boundary line of Barker Reservoir;

10. THENCE, North 88°05'30" East, 3,475.54 feet along the south line of said H. E. Looney Survey, A-277, being a north line of said H. D. Brown Survey, A-406 and a line common to said 5,345.123 acre tract and Barker Reservoir to the POINT OF BEGINNING, containing 69.564 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 4, 1985

STATE OF TEXAS
JOE D. WEBBER
4100
REGISTERED
PUBLIC SURVEYOR

Exhibit "A" - Tract 6
Metes and Bounds Description
3.287 Acres in the
John Martin Survey, A-288
Fort Bend County, Texas

00412

Being a tract or parcel of land containing 3.287 acres situated in the John Martin Survey, A-288, Fort Bend County, Texas, and being out of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas, and under File number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas; said 3.287 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone., All distances and coordinates are surface based on the surface coordinates (X=3,029,497.87, Y=704,110.53) of N.G.S. tri-station "Cinco 1968":

COMMENCING at a concrete monument with aluminum cap stamped "BR 27-8" (X=3,034,012.53, Y=701,255.30) found for an angle point in the easterly boundary line of said 5,345.123 acre tract, being also an angle point in the westerly boundary of Barker Reservoir;

THENCE, North 39°02'30" West, 279.56 feet along a line common to said 5,345.123 acre tract and said Barker Reservoir to a point (X=3,033,836.44, Y=701,472.43) in the proposed southerly right-of-way line of Willow Fork of Buffalo Bayou for the southwesterly corner of the herein described tract and the POINT OF BEGINNING;

THENCE, North 39°02'30" West, 85.64 feet, continuing along said common line to a concrete monument with aluminum cap stamped "BR 27-7" found for an angle point in the common westerly boundary line of said Barker Reservoir and easterly boundary line of said 5,345.123 acre tract;

THENCE, North 61°06'30" East, 415.30 feet, continuing along said common boundary line to a concrete monument with aluminum cap stamped "BR 27-6" found for an angle point in said common line;

THENCE, North 82°01'30" East, 572.90 feet, continuing along said common boundary line to a concrete monument with aluminum cap stamped "BR 27-5" found for an angle point in said common line;

THENCE, South 37°08'30" East, 236.35 feet, continuing along said common boundary line to a point in the proposed southerly right-of-way line of Willow Fork of Buffalo Bayou, said point being in a non-tangent curve to left and being the southeasterly corner of the herein described tract, from which a found concrete monument with aluninum cap stamped "BR 27-4", bears South 37°08'30" East, 174.45 feet;

THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius=3,875.00 feet, Central Angle = 01°33'21", Chord Bearing and Distance = North 76°23'38" West, 105.22 feet), 105.22 feet to the point of compound curvature of a tangent curve to the left;

THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 875.00 feet, Central Angle = 29°31'39", Chord Bearing and Distance = South 88°03'52" West, 445.96 feet), 450.93 feet to the point of tangency;

THENCE, South 73°18'03" West, 509.55 feet, continuing along said proposed southerly right-of-way line to the POINT OF BEGINNING, containing 3.287 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 10, 1985

STATE OF TEXAS
JOE D. WEBBER
4100
REGISTERED
PUBLIC SURVEYOR

EXHIBIT "F"

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT, VIA LAND JOINT VENTURE, a joint venture composed of Trendmaker, Inc. (a Texas corporation) and University Savings Association (a Texas savings association), (hereinafter called "GRANTOR"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY, unto FORT BEND COUNTY DRAINAGE DISTRICT, a corporation of Fort Bend County, Texas (hereinafter called "GRANTEE"), those certain three tracts of land containing approximately 36.974, 8.726 and 30.745 acres, respectively, described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Land") together with all rights, titles and interests appurtenant thereto; SAVE AND EXCEPT that GRANTOR reserves all oil, gas and other minerals in, on or under or that may be produced from the Land, but waives all rights of use of the surface of the Land for the purpose of exploring, developing, transporting, mining or drilling for said minerals; provided, however, that nothing hereto shall prohibit nor in any manner restrict the right of GRANTOR to develop the Land for oil and gas by directional drilling from property located adjacent to the Land. GRANTOR further reserves for itself, its successors and assigns, an easement over all of the Land for the purpose of placing roads, bridges, water, sewer, drainage, gas, telephone, and electric facilities, pipeline, recreational facilities and other facilities in and on the Land (the "Easement"), provided that such facilities shall not interfere with the use of the Land by GRANTEE for the purpose of storm drainage.

THIS CONVEYANCE IS MADE AND ACCEPTED subject to the terms, conditions and provisions hereof and further subject to all applicable easements, restrictions, covenants, mineral or royalty interests, mineral reservations, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters filed of record in the official public records of real property of Fort Bend County, Texas, and validly existing as of the date hereof (the "Permitted Encumbrances").

TO HAVE AND TO HOLD the above-described Land, subject to the Permitted Encumbrances, the aforesaid mineral reservation and the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto 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 title to the Land, unto GRANTEE, its successors and assigns, subject to the Permitted Encumbrances, the aforesaid mineral reservation and the Easement, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

GRANTEE'S address is P. O. Box 1028, Rosenberg, Texas 77471.

EXECUTED this 15th day of May, 1985.

VIA LAND JOINT VENTURE, by
both of its Venturers

TRENDMAKER, INC.

By: _____

ATTEST:

_____
Secretary

UNIVERSITY SAVINGS ASSOCIATION

By: _____

ATTEST:

_____
Secretary

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 1985, by _____, _____ of Trendmaker, Inc., a Texas corporation, on behalf of said corporation in its capacity as a member of the joint venture of Via Land Joint Venture.

_____
Notary Public in and for
the State of Texas

_____
Printed Name of Notary Public
My Commission Expires: _____

(NOTARY SEAL)

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____, 1985, by _____, _____ of University Savings Association, a Texas savings association, on behalf of said corporation in its capacity as a member of the joint venture of Via Land Joint Venture.

_____
Notary Public in and for
the State of Texas

_____
Printed Name of Notary Public
My Commission Expires:_____

(NOTARY SEAL)

EXHIBIT "A" -Tract 1
METES AND BOUNDS DESCRIPTION
36.974 Acres in the
Thomas Hobermaker Survey, A-190
Fort Bend County, Texas

00416

AS PER ORIGINAL

Being a tract or parcel of land containing 36.974 acres situated in the Thomas Hobermaker Survey, A-190, Fort Bend County, Texas, and being out of a called 2,156.33 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas; said 36.974 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704,110.53) of N.G.S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of the R. W. Gardner Survey, A-186 and the L. A. Patillo Survey, A-306, Fort Bend County, Texas, being in the southeasterly line of said Thomas Hobermaker Survey, A-190, and being also a southerly corner of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of said F.B.C.O.R. and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas;

2. THENCE, North 42°14'03" East, 1,187.99 feet along the southeasterly line of said Thomas Hobermaker Survey, A-190, being the northwesterly line of said R. W. Gardner Survey, A-186 and a southerly line of said 5,345.123 acre tract to a point (X = 3,028,715.76, Y = 702,471.40) in the proposed southerly right-of-way line of Willow Fork of Buffalo Bayou and the POINT OF BEGINNING;

3. THENCE, South 83°53'34" West, 320.65 feet along the proposed southerly right-of-way line of said Willow Fork of Buffalo Bayou to an angle point;

4. THENCE, South 72°13'34" West, 56.09 feet, continuing along said proposed southerly right-of-way line to an angle point;

5. THENCE, South 49°55'14" West, 15.26 feet, continuing along said proposed southerly right-of-way line to an angle point;

6. THENCE, South 18°38'34" West, 333.39 feet, continuing along said proposed southerly right-of-way line to an angle point;

7. THENCE, South 41°25'34" West, 146.49 feet, continuing along said proposed southerly right-of-way line to an angle point;

8. THENCE, South 53°39'00" West, 769.94 feet, continuing along said proposed southerly right-of-way line to an angle point;

9. THENCE, South 42°42'14" West, 112.08 feet, continuing along said proposed southerly right-of-way line to an angle point;

10. THENCE, South 40°43'48" West, 693.76 feet, continuing along said proposed southerly right-of-way line to an angle point;

11. THENCE, South 61°52'35" West, 135.87 feet, continuing along said proposed southerly right-of-way line to an angle point;

12. THENCE, South 81°59'09" West, 261.51 feet, continuing along said proposed southerly right-of-way line to an angle point;

13. THENCE, South 89°38'34" West, 806.10 feet, continuing along said proposed southerly right-of-way line to an angle point;

14. THENCE, [illegible] southerly right-of-way line to an angle point;

15. THENCE, North 54°09'52" West, 1,336.42 feet, continuing along said proposed southerly right-of-way line to an angle point;

16. THENCE, North 40°46'54" West, 185.95 feet, continuing along said proposed southerly right-of-way line to an angle point;

17. THENCE, North 19°06'09" West, 247.03 feet, continuing along said proposed southerly right-of-way line to an angle point;

18. THENCE, North 55°35'38" West, 262.77 feet, continuing along said proposed southerly right-of-way line to an angle point;

19. THENCE, North 52°47'23" West, 410.98 feet, continuing along said proposed southerly right-of-way line to an angle point;

20. THENCE, North 39°38'54" West, 208.06 feet, continuing along said proposed southerly right-of-way line to a point in a southeasterly line of said 5,345.123 acre tract;

21. THENCE, North 42°20'09" East, 117.99 feet along the southeasterly line of said 5,345.123 acre tract to a point in the centerline of Willow Fork of Buffalo Bayou;

22. THENCE, along the centerline meanders of Willow Fork of Buffalo Bayou the following bearings and distances:

23. South 22°41'30" East, 32.91 feet;

24. South 48°55'55" East, 200.65 feet;

25. South 61°44'26" East, 361.50 feet;

26. South 56°56'46' East, 296.70 feet;

27. South 41°43'46" East, 383.30 feet;

28. South 48°03'16" East, 747.90 feet;

29. South 56°01'16" East, 212.30 feet;

30. South 65°09'26" East, 1,444.60 feet;

31. South 82°00'56" East, 150.70 feet;

32. North 89°38'34" East, 569. 60 feet;

33. North 71°07'24" East, 222.20 feet;

34. North 64°37'34" East, 173.70 feet;

35. North 54°42'24" East, 214.80 feet;

36. North 42°42'14" East, 452.10 feet;

37. North 53°19'24" East, 253.60 feet;

38. North 53°58'54" East, 249.90 feet;

39. North 66°17'44" East, 201.50 feet;

40. North 41°25'34" East, 122.10 feet;

41. North 18°38'34" East, 343.20 feet;

42. North 49°55'14" East, 74.90 feet;

43. North 72°13'34" East, 93.50 feet;

44. North 83°53'34" East, 397.70 feet;

45. THENCE, North 67°49'34" East, 117.29 feet, continuing along said center meanders to a point in the line common to the said R. W. Gardner Survey, A-[illegible] and the Thomas Hobermaker Survey, A-190;

46. THENCE, South 42°14'03" West, 236.89 feet along said common line to the POINT BEGINNING, containing 36.974 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 3, 1985

STATE OF TEXAS
JOE D. WEBBER
4100
REGISTERED
PUBLIC SURVEYOR

EXHIBIT "A" - Tract 2
METES AND BOUNDS DESCRIPTION
8.726 Acres in the
Thomas Hobermaker Survey, A-190
and the L. A. Patillo Survey, A-306,
Fort Bend County, Texas

00419

AS PER ORIGINAL

Being a tract or parcel of land containing 8.726 acres situated in the Thomas Hobermaker Survey, A-190 and the L. A. Patillo Survey, A-306, Fort Bend County, Texas, and being out of a called 2,156.38 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas; said 8.726 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All Distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y=704,110.53) of N.G.S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of the said L. A. Patillo Survey, A-306 and the R. W. Gardner Survey, A-186, Fort Bend County, Texas, being in the southeasterly line of said Thomas Hobermaker Survey, A-190, and being also a southerly corner of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of said F.B.C.O.R. and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), Harris County, Texas;

2. THENCE, South 47°41'18" East, 103.45 feet along the northeasterly line of said L. A. Patillo Survey, A-306, being the southwesterly line of the said R. W. Gardner Survey, A-186 and a southwesterly line of said 5,345.123 acre tract to a point (X = 3,027,993.73, Y = 701,522.17) in the proposed northerly right-of-way line of a proposed Willow Fork of Buffalo Bayou diversion ditch and the POINT OF BEGINNING;

3. THENCE, South 07°44'14" East, 460.00 feet to a point in the proposed southerly right-of-way line of said proposed diversion ditch;

4. THENCE, South 82°15'46" West, 1,086.02 feet to a point in the proposed southerly right-of-way line of Willow Fork of Buffalo Bayou;

5. THENCE, North 40°43'48" East, 693.76 feet along the proposed southerly right-of-way line of said Willow Fork of Buffalo Bayou to a point in the proposed northerly right-of-way of said proposed diversion ditch;

6. THENCE, North 82°15'46" East, 566.69 feet along said proposed northerly right-of-way line to the POINT OF BEGINNING, containing 8.726 acres of land.

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 2, 1985

STATE OF TEXAS
JOE D. WEBBER
4100
REGISTERED
PUBLIC SURVEYOR

EXHIBIT"A" - Tract 3
METES AND BOUNDS DESCRIPTION
30.745 Acres in the
L. A. Patillo Survey, A-306
and the George Fields Survey, A-591
Fort Bend County, Texas

00420

AS PER ORIGINAL

Being a tract or parcel of land containing 30.745 acres situated in the L. A. Patillo Survey, A-306 and the George Fields Survey, 591, Fort Bend County, Texas, and being out of a called 2,156.38 acre tract of land as conveyed to Browne B. Rice and Kathleen Blakely Broun and recorded in Volume 286, Page 288 of the Fort Bend County Official Records (F.B.C.O.R.), Fort Bend County, Texas; said 30.745 acre tract being more particularly described by metes and bounds as follows, with all bearings referenced to the Texas Coordinate System, South Central Zone. All distances and coordinates are surface based on the surface coordinates (X = 3,029,497.87, Y = 704, 110.53) of N. G. S. tri-station "Cinco 1968":

1. COMMENCING at a 1 1/2-inch iron pipe (X = 3,027,917.23, Y = 701,591.81) found for the common westerly corner of the said L. A. Patillo Survey, A-306 and the R. W. Gardner Survey, A-186, being in the southeasterly line of the Thomas Hobermaker Survey, A-190, Fort Bend County, Texas, being also a southerly corner of a 5,345.123 acre tract of land designated Tract 1 in deed to Cinco Ranch Venture and recorded in Volume 1471, Page 60 of said F.B.C.O.R. and under File Number J575297, Film Code 086-92-1332 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.) Harris County, Texas, and a re-entrant corner of said 2,156.38 acre tract;

2. THENCE, South 47°41'18" East, 103.45 feet along the northeasterly line of said L. A. Patillo Survey, A-306, being the southwesterly line of said R. W. Gardner Survey, A-186, and being also a common line of the said 2,156.38 acre and 5,345.123 acre tracts to a point (X = 3,027,993.73, Y = 701,522.17) in the proposed northerly right-of-way line of a proposed Willow Fork of Buffalo Bayou diversion ditch and the POINT OF BEGINNING;

3. THENCE, South 47°41'18" East, 6,440.05 feet, continuing along said common line to a point in the proposed southerly right-of-way line of said diversion ditch, being in a non-tangent curve to the right;

4. THENCE, along the arc of said curve and said proposed southerly right-of-way line (Radius = 550.00 feet, Central Angle = 52°28'34", Chord Bearing and Distance = North 73°55'35" West, 486.31 feet), 503.74 feet to the point of tangency;

5. THENCE, North 47°41'18" West, 5,207.30 feet, continuing along said southerly line to a point for corner;

6. THENCE, South 42°18'42" West, 10.00 feet, continuing along said southerly line to a point for corner;

7. THENCE, North 47°41'18" West, 349.95 feet, continuing along said southerly line to the point of curvature of a tangent curve to the left;

8. THENCE, along the arc of said curve and said southerly line (Radius = 75.00 feet, Central Angle = 50°02'56", Chord Bearing and Distance = North 72°42'46" West, 63.45 feet), 65.51 feet to the point of tangency;

9. THENCE, South 82°15'46" West, 56.80 feet, continuing along said southerly line to a point for corner;

10. THENCE, North 07°44'14" West, 460.00 feet to the POINT OF BEGINNING, containing 30.745 acres of land.

STATE OF TEXAS
JOE D WEBBER
4100
Registered
PUBLIC SURVEYOR

Compiled by:
SURVCON INC.
Houston, Texas
Job No. 518-644
April 3, 1985

EXHIBIT "G"

QUITCLAIM

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT, FORT BEND COUNTY DRAINAGE DISTRICT, a corporation of Fort Bend County, Texas ("Assignor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00) in hand paid to CINCO RANCH VENTURE, a joint venture composed of T.M.C. Cinco Inc. (a Texas corporation), Homecraft Cinco, Inc. (a Texas corporation), and Atlas Realty Company (a Texas corporation) and VIA LAND JOINT VENTURE, a joint venture composed of Trendmaker, Inc. (a Texas corporation) and University Savings Association (a Texas savings association) ("Assignees"), the receipt and sufficiency of which is hereby acknowledged, has RELEASED, RELINQUISHED, and QUITCLAIMED and by these presents does RELEASE, RELINQUISH, and QUITCLAIM unto Assignees all of the right, title, and interest of Assignor in and to the real property described in Exhibits "A" and "B" attached hereto and hereby made a part hereof.

TO HAVE AND TO HOLD all of the right, title, and interest of Assignor in and to the above-described property and premises unto Assignees, their successors and assigns, forever.

WITNESS the execution hereof as of the _____ day of _____, 1985.

FORT BEND COUNTY
DRAINAGE DISTRICT

By: _____

"Assignor"

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 1985, by _____, _____ of Fort Bend County Drainage District.

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

_____
Notary Public in and for the
State of Texas

Printed Name of Notary:

_____

My Commission Expires: _____

EXHIBIT "A"
BROWNE B. RICE, JR., ET AL

Vol 356 Pg 518

TO
104672

00422

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:

Browne B. Rice, Jr. of Harris County, Texas Kathleen Blakely Broun, joined by her husband, Philip H. Broun, pro forma, of Fort Bend County, 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 as hereinafter provided.

Starting at the point where Willow Fork of Buffalo Bayou as now existing intersects the southeast line of Grantor's land situated in the Thomas Hobermaker Survey, Abstract 190, in Fort Bend County, Texas, and continuing upstream northwesterly following the center line of said Bayou drainway, except for several deviations straightening said drainway as now marked by set stakes to the point where said Bayou drainway now intersects the northwest line of said land in the Thomas Hobermaker Survey, the total linear distance of the easement here given is approximately 7776 feet. The District is hereby granted an easement or right-of-way for the following purposes and of the following widths:

#190

1. Upon an area 75 feet in width at right angles to the center line of said Willow Fork of Buffalo Bayou as above delineated and on each side thereof going upstream, the District shall have the right to construct, maintain, operate, repair and reconstruct a drainway channel, including drains, ditches, laterals, and levees, following the course of said Bayou drainway as shown above.

2. Upon an additional area on each side of and immediately adjoining the 150 foot wide area described in paragraph 1 above, the District shall have the right to operate machinery, to spread spoil dirt and excavated material and to clear and remove trees, undergrowth or any obstruction thereon to maximum overall widths of 150 feet on each side of the center line of said right-of-way.

3. It is understood and provided that the drainage channel of Willow Fork of Buffalo Bayou as constructed hereunder, shall evidence and manifest the channel course of said Bayou drainway following the channel, partly as relocated, for which authority is hereby given, and the center line of said drainway as constructed on the ground shall govern and be controlling in all matters concerned with the establishment and location of said drainway as here authorized, with respect to the remainder of Grantor's land.

after designated, and said land being situated in Fort Bend County, Texas, to-wit:

The DISTRICT shall have an easement as hereinafter provided, [redacted]

00423

AS PER ORIGINAL

Starting at the point where Willow Fork of Buffalo Bayou as now existing intersects the southeast line of Grantor's land situated in the Thomas Hobermaker Survey, Abstract 190, in Fort Bend County, Texas, and continuing upstream northwesterly following the center line of said Bayou drainway, except for several deviations straightening said drainway as now marked by set stakes to the point where said Bayou drainway now intersects the northwest line of said land in the Thomas Hobermaker Survey, the total linear distance of the easement here given is approximately 7776 feet. The District is hereby granted an easement or right-of-way for the following purposes and of the following widths:

#190

1. Upon an area 75 feet in width at right angles to the center line of said Willow Fork of Buffalo Bayou as above delineated and on each side thereof going upstream, the District shall have the right to construct, maintain, operate, repair and reconstruct a drainway channel, including drains, ditches, laterals, and levees, following the course of said Bayou drainway as shown above.

2. Upon an additional area on each side of and immediately adjoining the 150 foot wide area described in paragraph 1 above, the District shall have the right to operate machinery, to spread spoil dirt and excavated material and to clear and remove trees, undergrowth or any obstruction thereon to maximum overall widths of 150 feet on each side of the center line of said right-of-way.

3. It is understood and provided that the drainage channel of Willow Fork of Buffalo Bayou as constructed hereunder, shall evidence and manifest the channel course of said Bayou drainway following the channel partly as now existing and partly as relocated, for which authority is hereby given, and the center line of said drainway as constructed on the ground shall govern and be controlling in all matters concerned with the establishment and location of said drainway as here authorized, with respect to the remainder of Grantor's land.

4. It is further understood that the relocation of said portions of said drainway as above provided is to be accomplished in the manner as requested by Grantor, and that such changes in portions of said drainway are for the benefit and to serve the desires of Grantor, and in such connection it is agreed that the District shall have no duty or obligations concerned with construction, maintanance or otherwise affecting such portions of said Bayou drainway which shall by relocation be cut of and no longer form a part of the drainway channel as constructed under the authori here delegated, and it is provided that no obligation or liability shall ever accu to the District by reason of accumulation or surface or other waters in said porti of such drainway as are cut off and abandoned by such relocation.

5. It is agreed that if at any time the District, its successors or assigns, shall any consecutive period of as long as one year fail to maintain the drainage canal in a reasonably good and service able condition with the 150 foot right-of-way reasonably clean of trees and brush, then and in such event Grantor may at his ele tion give the District written notice of the conditions requiring maintenance, and the District shall perform such maintanance operations within a period of three months after receving such notice, and if the District fails to complete such mair anco operations within said three month period the Grantor shall have the right to terminate this easement and all rights here conferred.

6. It is further agreed that if at any time any representative, agent or employe of District while in the course of employment shall carry firearms of any description either on the adjacent lands of Grantor or on the right-of-way area as herei above described, then in such event any violator shall be prosecuted to the exten provided by law, and the District shall use all means available to it in assistin prosecutions based thereon.

7. District agrees as a part of the consideration for the right-of-way hereby granted that in connection with the construction of the drainage canal, drains, ditches, laterals and levees over and across the easement area as herein defined. District will level down the spoil which it deposit so as to make surface of the spoil areas substantially even and as near as practicable to conform to the natural surfa area as same now exists and also burn, bury or remove all trees and brush which District shall cut in connection with the installations made by it.

AS PER ORIGINAL

8. Notwithstanding anything hereinabove contained, it is understood that the easement and right-of-way hereby granted is confined to a strip of land 150 feet in width extending 75 feet on either side of the center line of the easement area; provided, however, that an additional 75 feet on either side of the 150 feet wide easement area is hereby made available for use by District in connection with the original installation of its drainage canal, drains, ditches, laterals and levees but that upon completion of said original construction said drainage canal, drains, ditches, laterals and levees all rights hereby granted District in so far as said additional 75 feet on each side of the 150 foot right-of-way strip shall terminate and be of no further force and effect, except for a strip 20 feet in width extending at right angles on each side of said 150 foot wide easement area which shall be available for use in maintenance operations of the District, however it is understood that during maintenance operations no trees shall be disturbed or removed by the District without the written consent of Grantor.

9. This easement is granted with the understanding such works will be commenced during the year 1956 and will be prosecuted with reasonable deligence thereafter. In the event such works is not completed by April 1st, 1958, then the 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 and said Grantor, his heirs, or assigns.

10. Attached hereto and marked "EXHIBIT A " is a plat showing the course of said new drainway, and said plat is accepted by Grantor and Grantees as being a part of the right-of-way Contract.

AS PER ORIGINAL

The DISTRICT shall have all rights and benefits necessary or [illegible]nient [illegible] the full enjoyment or use of the rights herein granted, with the right of ingres[illegible] egress [illegible] and from said drainage canal right of way, provided, however, that after constructio[illegible] said dr[illegible]ge canal, said right of ingress and egress of the DISTRICT shall be limited to th[illegible] right of way and to existing roads and passageways. Subject to the express provision [illegible] paragraph 8, above, The DISTRICT is given the right [illegible] time to [illegible]e to cut and remove all trees, undergrowth, and abate other obstruction, upon said [illegible] right of way, that may injure, endanger, or interfere with the construction, operation, mainten[illegible] and repair of said drainage canal.

bridges The DISTRICT agrees during the life of this easement to [illegible] all d[illegible]age to roads, passageways and fences resulting from the DISTRICT'S use in going t[illegible] from said easement and right of way, and to restore the same to the previously existing condi[illegible]s near as possible.

GRANTOR reserves the right to use the facilities offered by [illegible] drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon [illegible]nd, and in such connection GRANTOR has the right in the manner provided by law and at [illegible]wn expense to construct and provide ditches, drains and laterals connecting his said land or por[illegible] thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the la[illegible]overed by this easement, provided however, that during the life of this easement no mining or [illegible]ng operations shall be conducted upon the surface of the area included in the easement right [illegible] way above described.

[redacted]

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 5 day of April, A. D. 1956

Browne B. Rice Jr.

Kathleen Blakely Brown

Philip H. Brown

AS PER ORIGINAL

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME the undersigned Notary Public

in and for Harris County, Texas, on this day personally appeared Jerome B. Rice, 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 OF OFFICE, This 5th day of April, A. D. 1956

(L. S.)

Marion O. Smith
Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS
COUNTY OF

BEFORE ME

in and for County, Texas, on this day personally appeared, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of, A. D. 19

(L. S.)

THE STATE OF TEXAS
COUNTY OF Harris.

BEFORE ME the undersigned Notary Public

in and for Harris County, Texas, on this day personally appeared Philip H. Brown and Kathleen Blakely Brown; 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 Kathleen Blakely Brown wife of the said Philip H. Brown having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Kathleen Blakely Brown 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 5th day of April, A. D. 1956

(L. S.)

Marion O. Smith
Notary Public in and for Harris County, Texas.

THE STATE OF TEXAS
COUNTY OF FORT BEND

I, Ella Macek, County Clerk in and for said County, do hereby certify that the foregoing instrument, with its Certificate of Authentication, was filed for record in my office the 2 day of November A. D. 1956, at 8 o'clock A M., and duly recorded the 14 day of November A. D. 1956, at 4:30 o'clock P M., in the Deed Records of said County, in Vol. 356 on page 518

WITNESS my hand and the seal of the County Court of said County, at office in Richmond, Texas, the day and year last above written.

By Doris G. Wolf Deputy.

ELLA MACEK, Clerk County Court
Fort Bend County, Texas

AS PER ORIGINAL

004227

184572

RIGHT-OF-WAY EASEMENT

BY

Browne B. Rice, Jr., et al

TO

FORT BEND COUNTY DRAINAGE DISTRICT

Filed for Record

This..... day of .....

A. D. 19....., at ..... o'clock..... M.

Recorded

This ..... day of .....

A. D. 19....., in .....

County, Texas, Records of Deeds.

FILED FOR RECORD this

NOV 7 - 1956 ....., Clerk

At 8 O'Clock a M. ....., Deputy

Return to

By Paul Elliott Deputy

Exhibit "B"

J. S. ABERCROMBIE, ET AL Abercrombie and Wheless

TO 104681

00428

FORT BEND COUNTY DRAINAGE DISTRICT

RIGHT OF WAY EASEMENT

AS PER ORIGINAL

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

J. S. ABERCROMBIE; W. M. WHELESS; W. M. WHELESS, JR.; MARY WHELESS POWELL, joined by her husband, W. M. POWELL, JR.

1558 Houston Club Building, Houston 2, 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 feet, being feet, extending at right angles, on each side of the following line and course across said land, to wit:~~ Starting at the point where the Willow Fork of Buffalo Bayou, as now existing intersects the most easterly line of Grantor's land situated in the H. D. Brown Survey, Abstract 406, in Fort Bend County, Texas, and continuing upstream northwesterly following the center line of said Bayou drainway except for several deviations straightening said drainway as now marked by set stakes, continuing along said center line course into and across Grantor's land situated in the Rebecca W. Gardner Survey, Abstract 186, in said County to the point where said Bayou drainway now intersects the northwest line of said land in the Gardner Survey; Starting at the point where said drainway intersects the southeast line of Grantor's land situated in the Thomas Hobermaker Survey, Abstract 190, in said County, and continuing upstream northwesterly following said center line course as now marked by set stakes, to the point where said drainway intersects the northwest line of Grantor's land in said Thomas Hobermaker Survey, the District is hereby granted an easement or right-of-way for the following purposes and of the following widths.

Attached hereto and marked " EXHIBIT A " is a plat showing the course of said new drainway, and said plat is accepted by Grantor and Grantees as being a part of the right-of-way Contract.

1. Upon an area 75 feet in width at right angles to the center line of said Willow Fork of Buffalo Bayou as above delineated and on each side thereof going upstream, the District shall have the right to construct, maintain, operate, repair and reconstruct drainway channel, including drains, ditches, laterals and levees, following the course of said Bayou drainway as above shown.

2. Upon an additional area on each side of and immediately adjoining the 150 foot wide area described in paragraph 1 above, the District shall have the right to operate machinery, to spread spoil dirt and excavated material and to clear and remove trees, undergrowth or any obstruction thereon to maximum overall width of 200 feet on each side of the center line of said right-of-way.

It is understood and provided that the drainage channel of Willow Fork of Buffalo Bayou as constructed hereunder, shall evidence and manifest the channel and course of said Bayou drainway following the channel partly as now existing and partly as relocated, for which authority is hereby given, and the center line of said drainway as constructed on the ground shall govern and be controlling in all matters concerned with the establ

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.

This easement is granted with the understanding such works will be commenced during the year 1956 and will be prosecuted with reasonable deligence thereafter. In the event such works is not commenced by April 1st, 1958, than the 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 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 22nd day of March, A. D. 1956

J. S. Abercrombie

Mary Wheless Powell

W. M. Wheleas

W. M. Powell, Jr.

W. M. Wheless, Jr.

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME Mary Cobb

00430

Notary Public, in and for Harris County, Texas, on this day personally appeared J. S. ABERCROMBIE

AS PER ORIGINAL

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 23rd day of March, A. D. 1956.

(L. S.)

Mary Cobb
Notary Public in and for Harris County, Texas

THE STATE OF TEXAS
COUNTY OF FORT BEND

I, Ella Macek, County Clerk in and for said County, do hereby certify that the foregoing instrument, with its Certificate of Authentication, was filed for record in my office the 7 day of November A. D. 1956, at 8 o'clock a M., and duly recorded the 14 day of November A. D. 1956, at 4:30 o'clock P M., in the Deed Records of said County, in Vol. 356 on page 539

WITNESS my hand and the seal of the County Court of said County, at office in Richmond, Texas, the day and year last above written.

By Doris G. Wolf Deputy.

ELLA MACEK, Clerk County Court
Fort Bend County, Texas

THE STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME

Notary Public, in and for Harris County, Texas, on this day personally appeared W. M. Powell, Jr., and Mary Wheless Powell, 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 Mary Wheless Powell wife of the said W. M. Powell, Jr. having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary Wheless Powell 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 26th day of March, A. D. 1956

(L. S.)

Vivian Roberts VIVIAN ROBERTS
Notary Public in and for Harris County, Texas

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. M. WHELESS 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 22nd day of March A. D. 19 56.

(L. S.)

Vivian Roberts VIVIAN ROBERTS
Notary Public in and for Harris County, Texas.

AS PER ORIGINAL

ment and location of said drainway as here authorized, with respect to the remainder of Grantor's land.

It is further understood that the relocation of portions of said drainway as above provided is to be accomplished in the manner as requested by Grantor, and that such change in portions of said drainway are for the benefit and to serve the desired of Grantor, and in such connection it is agreed that the District shall have no duty or obligation concerned with construction, maintenance or otherwise affecting such portions of said Bayou drainway which shall by relocation be cut off and no longer form a part of the drainway channel as constructed under the authority here delegated, and it is provided that no obligation or liability shall ever accrue to the District by reason of accumulation or surface or other waters in said portions of such drainway as are cut off and abandonded by such relocations.

The total linear distance of the easement here given is approximately _____ feet.

W. S. Abercrombie	Mary Wheless Powell
W. M. Wheless	W. M. Powell, Jr.
W. M. Wheless, Jr.	

104681

RIGHT-OF-WAY EASEMENT

BY

J. S. Abercrombie, et al

TO

FORT BEND COUNTY DRAINAGE DISTRICT

Filed for Record

This ..... day of .....

A. D. 19....., at ..... o'clock ..... M.

Recorded

This ..... day of .....

A. D. FILED FOR RECORD this

County, Texas, Records of Deeds.

NOV 7 - 1956

Book ..... Page .....

At 8:00 O'Clock a M.

ELLA MACEK, Clerk

County Clerk, Fort Bend Co., Texas

By ..... Deputy

Return to:

00432

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AS PER ORIGINAL

Great Western
Development
Company

October 22, 1987

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

Dear Judge Stavinoha:

Enclosed please find the recommendations of the Fort Bend County Drainage Task Force Committee to adopt the Second Draft of the Fort Bend County Drainage Critera Manual contingent upon the revisions of the attached Task Force memorandum.

We request that this be presented on an agenda at a regularly scheduled board meeting of the Fort Bend County Drainage District at the earliest opportunity.

Thank you Judge Stavinoha. The Task Force look forward to working with you on future momentous projects.

Respectfully,

Carl J. Stephens
Chairman
Fort Bend County Drainage Task Force Committee

CJS:mlb

Enclosure

9494 Southwest Freeway • Houston, Texas 77074 • 713/995-2500

MEMORANDUM

TO: Fort Bend County Drainage District

FROM: Fort Bend County Drainage Task Force DDP

DATE: October 6, 1987 REVISED: October 19, 1987

SUBJECT: Recommendation on the Fort Bend County Drainage Criteria Manual

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The Fort Bend County Drainage Task Force has completed its review of the Second Draft of the Fort Bend County Drainage Criteria Manual. The Task Force's recommendation on the policy and technical information presented in the criteria manual is summarized in the following paragraphs.

Section 1.4 DRAINAGE POLICY was reviewed and discussed at length. The Task Force felt an overall clarification of intent was necessary to enhance the effectiveness of this section.

The remaining sections of the criteria manual deal mainly with technical design requirements and were evaluated based upon overall applicability and usefulness. Several points should be elaborated on or refined to better serve the County.

In conclusion, the Fort Bend County Drainage Task Force recommends that the Fort Bend County Drainage District adopt the Second Draft of the Fort Bend County Drainage Criteria Manual contingent upon the following:

Section 1.4 DRAINAGE POLICY

--Revise Section 1.4 DRAINAGE POLICY as shown in the attached rewritten Section 1.4 DRAINAGE POLICY.

GENERAL

--Change all references to the Fort Bend County District Board and the Fort Bend County District Engineer to the Fort Bend County Drainage District.

--Improve print quality of all exhibits.

Section 2.3 DRAINAGE AREA - DISCHARGE CURVES (Paragraph 1)

--Elaborate on method to calculate 25- and 100-year rainfall events for undeveloped and partially developed drainage areas between 200 and 2000 acres.

Section 3.3.1 Design Frequency (Paragraph 1)

--Change "should" to "shall" in following sentence: "If the capacity of the existing channel downstream of the project is less than the 100-year design discharge, consideration shall be given to more frequent events to ensure that the frequency of downstream flooding is not increased."

Section 3.3.4.1 Grass-Lined Channels (Requirement 3)

--Revise berm width requirement so that for top channel widths between 30 and 60 feet, 20-foot berms are required and for top channel widths of 60 feet or greater, 30-foot berms are required along both sides of the channel.

Section 3.3.4.1 Grass-Lined Channels (Requirement 3)

--Change top of berm elevation to be at natural ground. Do not allow berm elevations above natural ground.

Section 3.3.4.3 Rectangular Concrete Pilot Channels (Requirement 10)

--Elaborate on strength of horizontal paving sections. Provide maximum anticipated loading information.

TABLE 3-3 ALLOWABLE 25-YEAR VELOCITIES FOR CHANNEL DESIGN

--Include slope pavement velocity criteria.

TABLE 3-4 RIGHT-OF-WAY REQUIREMENTS FOR FORT BEND COUNTY, TEXAS

--Change table to allow 20-foot maintenance berms for channels with top widths from 30 feet to 60 feet and 30-foot maintenance berms for channels with top widths greater than 60 feet.

Section 4.1 GENERAL (Paragraph 1)

--Clarify that criteria in this section does not refer to culverts in roadside ditches.

Section 4.2.1 Design Frequency (Paragraph 1)

--Reword to say that all culverts shall be ultimately designed to handle the 100-year flood flow for fully developed conditions. Allow for phased construction of culverts as necessitated by development, yet require ultimate right-of-way during the first phase of construction.

Section 4.2.8 Structural Requirements (Requirement 8)

--Specify cement stabilized sand for backfill around culverts, select material not acceptable.

Section 4.4.1 Bridge Design Considerations (Paragraph 2)

--Revise criteria so that the low chord of any bridge, no matter what drainage area, must remain one foot above the 100-year flood elevation, or at the level of natural ground, whichever is higher.

TABLE 4-1 HEADWALL GUIDELINES Warped Headwall and Endwall (Guideline 2)

--Correct mispelling of "approach".

Section 5.1 GENERAL (Paragraph 1)

--Change "any" to "all" in following sentence: "Sheet flow corridors should be designated and all required right-of-way dedicated to the Drainage District."

Section 5.3.1 Design Criteria (Criteria 2)

--Change the minimum size of a pipe in a sewer line in commercial areas from 30 inches to 24 inches.

Section 5.3.1 Design Criteria (Criteria 5)

--Change "significant" to "all" in following sentence: "Adequate provisions must be made for all adjacent undeveloped areas with natural drainage patterns directing overland flow into and across planned development."

Section 5.3.1 Design Criteria (Criteria 6 Item C)

--Change "graphical plot" to "profile" in following phrase: "Calculations for determining the hydraulic gradient, along with a profile of its location."

Section 5.3.1 Design Criteria (Criteria 6 Item f)

--Clarify phrase as follows: "A sheet flow analysis of all off-site flows which flow onto site and for storm events on- and off-site greater than the design event."

Section 5.3.1 Design Criteria (Criteria 8)

--Expand storm sewer material requirements to include other than reinforced concrete pipe.

Section 5.3.1 Design Criteria (Criteria 7)

--Expand on reference to City of Houston, Department of Public Works Specifications for Sewer Construction. Allow for the implementation of other specifications.

Section 5.3.1 Design Criteria

--Add maximum allowable ponding elevation criteria as specified in example in Section 5.4.3 Design Procedure for Pipe Outlet (Procedure 3 Paragraph 2).

Section 5.4.1 Land Plan and Street Layout (Paragraph 4)

--Remove the first sentence and begin paragraph with the following: "Proper engineering forsight..."

Section 5.4.4.2 Design Criteria (Requirement 1)

--Change design flow requirement to reference curves.

Section 5.4.4.2 Design Criteria (Requirement 4)

--Change the minimum "n" coefficient to 0.04.

Section 5.4.4.2 Design Criteria

--Add a requirement for roadside ditch seeding and fertilizing.

TABLE 5-3 COEFFICIENTS AT STRUCTURES

--Correct coefficient numbers.

Section 6.4.2.3 Design Tailwater Depth (Paragraph 2)

--Revise procedure for establishing tailwater. If drainage area less than 50 acres, base design on release rate, if drainage area 50 acres but less than 2000 acres, base design on either the release rate or a HEC 1 multi-frequency model, if drainage area 2000 acres or greater, base design on a HEC 1 multi-frequency model. Elaborate on revised procedure and revise curves accordingly.

Section 6.4.2.4 Final Sizing of Pond Storage and Outfall Structure (Paragraph 3)

--Clarify that freeboard shall be measured from the top of the detention or retention facility berm and not natural ground.

Section 6.4.2.4 Final Sizing of Pond Storage and Outfall Structure (Paragraph 4)

--Change the minimum recommended outflow pipe size from 12 inches to 24 inches. Specify the allowable types of outflow restrictions.

Section 6.5.1 <u>Approval of Private and Dual-Use Facilities</u> (Paragraph 1)

--Reduce assurances 1 through 4 to the following:

1. The facility is designed to meet or exceed the requirements set forth in the manual.

2. The facility shall be maintained.

Section 7.1 INTERNAL DRAINAGE SYSTEM (Paragraph 1)

--Address maintenance of internal drainage system. Maintenance generally not the responsibility of the Fort Bend County Drainage District.

Section 7.1 INTERNAL DRAINAGE SYSTEM (Paragraph 1)

--Add reference to Section 6.0 STORM RUNOFF STORAGE.

Appendix C-1 DEVELOPMENT OF PUMP STATION DESIGN CRITERIA INTRODUCTION (Paragraph 1)

--Change "required" to "recommended" in following sentence: "To determine the recommended pumping capacity..."

Review of the criteria manual showed a need for supplemental design, construction, and maintenance procedure and policy. They are listed below for future discussion.

--Create set of standard construction specifications for Fort Bend County facilities.

--Create storm water management program which will outline maintenance and management of County's facilities.

--Create submittal check list which lists Fort Bend County requirements.

--Create flow chart of drainage improvement approval process.

--Create standard drainage right-of-way dedication.

--Create surface water coordination program.

1.4 DRAINAGE POLICY

The basic objective of the Fort Bend County Drainage District is to construct and maintain facilities intended to minimize the threat of flooding to all areas of the County and comply with the requirements of the National Flood Insurance Program. This is intended to be accomplished by the construction and maintenance of 100-year design drainage facilities and flood control measures to eliminate the 100-year flood plain from outside the banks of its drainage facilities in all areas of Fort Bend County. The 100-year design drainage facilities are defined as all channels, storm sewers which drain 200 acres or more, public detention ponds, and all other public flood control structures. Additionally, it is the District's intent to insure that adequate facilities are constructed to accommodate new development such that existing property will not be subjected to flooding and so as not to increase the limits of the flood plains as shown on the flood insurance rate maps for Fort Bend County and other entities (Cities, Levee Improvement Districts, and Municipal Utility Districts).

The District has determined that it is not economically feasible to construct storm sewer facilities which are large enough to keep the street systems dry during severe storm events. The topographic relief of the coastal prairie is too flat to allow for quick runoff during severe storm events. The net effect of the District's policies will be to insure that the ponding in the street systems will be of minimum depth and duration, and most importantly, that minimum new house slab elevations are set at least 12 inches above the maximum anticipated ponding levels. The intent of the new policy is that there should be no street ponding for minor storm events, minor street ponding for larger events, and major ponding for the 100-year event storms but without water in structures. In all events, every attempt will be made to design major thoroughfares so that they are passable during severe storm events.

To accomplish the goal of eliminating existing flooding conditions and to insure that future drainage problems do not develop, additional drainage improvement measures shall be taken. The measures considered appropriate by the

District include further channel improvements to existing watercourses, overflow channels (primarily conveying flood flows directly to the Brazos River), and the construction of storm water detention facilities. The Fort Bend County Drainage District shall be responsible for approval of all drainage facilities and the approval, maintenance, operation, and expansion of all 100-year drainage facilities within Fort Bend County. All new drainage facilities must take into consideration the existing drainage upstream. In addition, new development must provide the ultimate planned right-of-way width to the Fort Bend County Drainage District through the developing property as shown in the various watershed master plans which have been developed by the Fort Bend County Drainage District and are in accordance with the technical criteria contained in this manual for handling the drainage needs of future development upstream.

The District has included in this manual criteria covering the design of the 100-year design drainage facilities for new construction projects to serve both existing and new development. The Fort Bend County Drainage District has quantified the needed improvements for existing development in most of the watersheds in Fort Bend County and is responsible for the approval, maintenance, operation, and expansion of all 100-year design drainage facilities (existing or proposed) which are or will be in drainage rights-of-way dedicated to the County or to the public. Upon the completion of all new drainage facilities, to convey storm water from public streets and easements, the District will accept, maintain, and operate said facilities for flood control purposes as an extension of the District's existing drainage system if the facilities are constructed in accordance with plans approved by the Fort Bend County Drainage District. However, those drainage facilities, including detention facilities, which are planned and accepted for maintenance by some other perpetual special purpose district (such as a Levee Improvement District) will not be accepted by the District. The criteria in this manual is considered a minimum for Fort Bend County Drainage District approval. Approval from other applicable agencies may be required. Ultimate approval for any variance of the criteria contained in this manual must be given by the Fort Bend County Drainage District.

October 23, 1987

DRAINAGE POLICY

AS PER ORIGINAL

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Paragraph 1

(1) The basic objective of the Fort Bend County Drainage District is to construct and maintain facilities intended to minimize the threat of flooding to all areas of the County and comply with the requirements of the National Flood Insurance Program. (2) (~~This~~) The ultimate goal is intended to be accomplished by the construction and maintenance of 100-year design drainage facilities and flood control measures to (~~eliminate the~~) provide 100-year flood protection (~~plain from outside the banks of its drainage facilities~~) in all areas of Fort Bend County. (3) The 100-year design drainage facilities are defined as all public channels (~~storm sewers which drain 200 acres or more, public detention ponds, and all other public flood control structures~~) within dedicated rights-of-way approved and accepted by the Drainage District and all other public flood control structures and facilities dedicated to, approved and accepted by the Drainage District. (4) Additionally, it is the District's intent to insure that adequate facilities are constructed to accommodate new development such that existing property will not be subjected to additional flooding and so as not to increase the limits of the flood plains as shown on the flood insurance rate maps for Fort Bend County and other entities [Cities, Levee Improvement Districts, and Municipal Utility Districts].

Additions in text indicated by underline; deletions by (~~strikeout~~).

Paragraph 2

(1) (~~The District has determined that~~) It is not economically feasible to construct storm sewer facilities which are large enough to keep the street systems from becoming inundated (~~dry~~) during severe storm events. (2) The topographic relief of the coastal prairie is too flat to allow for quick runoff during severe storm events. (3) The net effect of the District's policies will be to insure that for new developments the ponding in the street systems will be of minimum depth and duration, and most importantly, that minimum new house slab elevations are set at least 12 inches above the maximum anticipated ponding levels. (4) The intent of (~~the new~~) this policy is that there should be no street ponding for minor storm events, minor street ponding for larger events, and major ponding for the 100-year event storms but without water in structures. (5) (~~In all events~~) Every attempt will be made to design major thoroughfares so that they are passable during severe storm events.

Paragraph 3

(1) To accomplish the goal of eliminating existing flooding conditions and to insure that future drainage problems do not develop, additional drainage improvement measures shall be taken. (2) The measures considered appropriate by the District include further channel improvements to existing watercourses, overflow channels [primarily conveying flood flows directly to the Brazos River], and the construction of storm water detention facilities. (3) The Fort Bend County Drainage District shall be responsible for the review and

Additions in text indicated by underline; deletions by (~~strikeout~~).

approval of all plans for (~~drainage facilities and the approval, maintenance, operation and expansion of all~~) 100-year design drainage facilities within Fort Bend County. (4) All new 100-year design drainage facilities must take into consideration the existing drainage upstream. (5) In addition, new development must provide the ultimate planned right-of-way width to the Fort Bend County Drainage District through the developing property as shown in the various watershed master plans which have been developed by the Fort Bend County Drainage District and are in accordance with the technical criteria contained in this manual for handling the drainage needs of future development upstream.

Paragraph 4

(1) The District has included in this manual criteria covering the design of (~~the 100-year design drainage facilities~~) storm water systems (~~for new construction projects~~) to serve both existing and new developments. (2) The Fort Bend County Drainage District has quantified the needed improvements for existing development in most of the watersheds in Fort Bend County and is responsible for the approval, and upon acceptance, the maintenance, operation, and necessary expansion of (~~all~~) 100-year design drainage facilities [existing or proposed] which are (~~or will be~~) in drainage rights-of-way dedicated to the (~~County or to the public~~) Fort Bend County Drainage District. (3) Upon the completion of all new 100-year design drainage facilities, (~~to convey storm water from public streets and easements~~),

Additions in text indicated by underline; deletions by (~~strikeout~~)

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the District will accept, maintain, and operate said facilities for flood control purposes as an extension of the District's existing drainage system if the facilities are constructed in accordance with plans approved by the Fort Bend County Drainage District. (4) However, those drainage facilities, including detention facilities, which are planned and accepted for maintenance by some other perpetual special purpose district [such as a Levee Improvement District] will not be accepted by the District. (5) The criteria in this manual is considered a minimum for Fort Bend County Drainage District approval. (6) Approval from other applicable agencies may be required. (7) Ultimate approval for any variance of the criteria contained in this manual must be given by the Fort Bend County Drainage District Board.

Additions in text indicated by underline; deletions by (~~strikeout~~).

6
Drainage

RESOLUTION 87-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS, SUPPORTING THE ADOPTION AND IMPLEMENTATION OF A FORT BEND COUNTY DRAINAGE CRITERIA MANUAL.

* * * * *

WHEREAS, the City of Stafford places a high priority on its current and future drainage needs due to its relatively flat topography and heavy rainfall; and

WHEREAS, the City of Stafford is a general law city that is located in large part in Fort Bend County; and

WHEREAS, it is more economical and effective to address county-wide drainage needs on a county level rather than on a segregated, localized level; and

WHEREAS, the Fort Bend County Commissioner's Court is the governing body of the Fort Bend County Drainage District created June 2, 1949, by the 51st Legislature of the State of Texas; and

WHEREAS, the Fort Bend County Commissioner's Court as the governing body of the aforesaid drainage district has appointed a task force consisting of representatives from professional engineering associations, building associations and municipalities located within Fort Bend County to review a proposed Fort Bend County Drainage Criteria Manual prepared for the Fort Bend County Drainage District by the engineering and environmental consulting firm of Espey, Huston & Associates, Inc.; and

WHEREAS, the goals of such proposed manual are to address the current and future drainage needs of Fort Bend County on a county-wide level and to promulgate detailed, minimum standards to be uniformly applied throughout Fort Bend County in addressing those drainage needs; now therefore,

6
Drainage

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

Section 1. That the City Council of the City of Stafford supports the adoption and implementation of a Fort Bend County Drainage Criteria Manual that will address the current and future drainage needs of Fort Bend County at the county rather than local level; and that will detail minimum uniform standards and goals to be applied in constructing and maintaining drainage facilities throughout Fort Bend County.

Section 2. That the City Council of Stafford hereby offers its support to the study and preparation of a Fort Bend County Drainage Criteria Manual by making its members and City staff personnel available to serve on any task force or committees, to help coordinate, draft, research, consult, or to assist in any other manner to further the adoption and implementation of such manual.

PASSED AND APPROVED this 4th day of November, 1987.

Mayor

ATTEST:

Mary Burger
City Secretary

6 drainage

RESOLUTION NO. R-87-41

00448

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS, SUPPORTING THE ADOPTION AND IMPLEMENTATION OF A FORT BEND COUNTY DRAINAGE CRITERIA MANUAL.

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* * * * * * * * *

WHEREAS, the City of Missouri City places a high priority on its current and future drainage needs due to its relatively flat topography and heavy rainfall; and

WHEREAS, the City of Missouri City is a home rule city that is located in large part in Fort Bend County; and

WHEREAS, it is more economical and effective to address county-wide drainage needs on a county level rather than on a segregated, localized level; and

WHEREAS, the Fort Bend County Commissioner's Court is the governing body of the Fort Bend County Drainage District created June 2, 1949 by the 51st Legislature of the State of Texas; and

WHEREAS, the Fort Bend County Commissioner's Court as the governing body of the aforesaid drainage district has appointed a task force consisting of representatives from professional engineering associations, building associations and municipalities located within Fort Bend County to review a proposed Fort Bend County Drainage Criteria Manual prepared for the Fort Bend County Drainage District

by the engineering and environmental consulting firm of Espey, Huston & Associates, Inc.; and

WHEREAS, the goals of such proposed manual are to address the current and future drainage needs of Fort Bend County on a county-wide level and to promulgate detailed, minimum standards to be uniformly applied throughout Fort Bend County in addressing those drainage needs; NOW THEREFORE

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

Section 1. That the City Council of the City of Missouri City supports the adoption and implementation of a Fort Bend County Drainage Criteria Manual that will address the current and future drainage needs of Fort Bend County at the county rather than local level; and that will detail minimum uniform standards and goals to be applied in constructing and maintaining drainage facilities throughout Fort Bend County.

Section 2. That the City Council of Missouri City hereby offers its support to the study and preparation of a Fort Bend County Drainage Criteria Manual by making its members and City staff personnel available to serve on any task force or committees, to help coordinate, draft, research, consult, or to assist in any other manner to further the adoption and implementation of such manual.

PASSED AND APPROVED this 19th day of October, 1987.

Mayor

DRAINAGE POLICY

The basic objective of the Fort Bend County Drainage District is to construct and maintain facilities intended to minimize the threat of flooding to all areas of the County and comply with the requirements of the National Flood Insurance Program. The ultimate goal is intended to be accomplished by the construction and maintenance of 100-year design drainage facilities and flood control measures to provide 100-year flood protection in all areas of Fort Bend County. The 100-year design drainage facilities are defined as all public channels within dedicated rights-of-way approved and accepted by the Drainage District and all other public flood control structures and facilities dedicated to, approved and accepted by the Drainage District. Additionally, it is the District's intent to insure that adequate facilities are constructed to accommodate new development such that existing property will not be subjected to additional flooding and so as not to increase the limits of the flood plains as shown on the flood insurance rate maps for Fort Bend County and other entities (Cities, Levee Improvement Districts, and Municipal Utility Districts).

It is not economically feasible to construct storm sewer facilities which are large enough to keep the street systems from becoming inundated during severe storm events. The topographic relief of the coastal prairie is too flat to allow for quick runoff during severe storm events. The net effect of the District's policies will be to insure that for new developments the ponding in the street systems will be of minimum depth and duration, and most importantly, that minimum new house slab elevations are set at least 12 inches above the maximum anticipated ponding levels. The intent of this policy is that there should be no street ponding for minor storm events, minor street ponding for larger events, and major ponding for the 100-year event storms but without water in structures. Every attempt will be made to design major thoroughfares so that they are passable during severe storm events.

To accomplish the goal of eliminating existing flooding conditions and to insure that future drainage problems do not develop, additional drainage improvement measures shall be taken. The measures considered appropriate by the District include further channel improvements to existing watercourses, overflow channels (primarily conveying flood flows directly to the Brazos River), and the construction of storm water detention facilities. The Fort Bend County Drainage District shall be responsible for the review and approval of all plans for 100-year design drainage facilities within Fort Bend County. All new drainage facilities must take into consideration the existing drainage upstream. In addition, new development must provide the ultimate planned right-of-way width to the Fort Bend County Drainage District through the developing property as shown in the various watershed master plans which have been developed by the Fort Bend County Drainage District and are in accordance with the technical criteria contained in this manual for handling the drainage needs of future development upstream.

The District has included in this manual criteria covering the design of storm water systems to serve both existing and new developments. The Fort Bend County Drainage District has quantified the needed improvements for existing development in most of the watersheds in Fort Bend County and is responsible for the approval, and upon acceptance, the maintenance, operation and necessary expansion of 100-year design drainage facilities (existing or proposed) which are in drainage rights-of-way dedicated to the Fort Bend County Drainage District. Upon the completion of all new 100-year design drainage facilities, the District will accept, maintain, and operate said facilities for flood control purposes as an extension of the District's existing drainage system if the facilities are constructed in accordance with plans approved by the Fort Bend County Drainage District. However, those drainage facilities, including detention facilities, which are planned and accepted for maintenance by some other perpetual special purpose district (such as a Levee Improvement District) will not be accepted by the District. The criteria in this manual is considered a minimum for Fort Bend County Drainage District approval. Approval from other applicable agencies may be required. Ultimate approval for any variance of the criteria contained in this manual must be given by the Fort Bend County Drainage District Board.

DRAINAGE CRITERIA MANUAL FOR FORT BEND COUNTY, TEXAS

Prepared for:

Fort Bend County
Drainage District

Submitted by:

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November 1987

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1.0 INTRODUCTION

1.1 CREATION AND AUTHORITY OF THE DRAINAGE DISTRCT

The Fort Bend County Drainage District was created by Act 1949 of the 51st Legislature of the State of Texas, Page 550, Chapter 303, paragraphs 1 to 6 inclusive, which said Act became effective June 2, 1949; and which said Act became valid and in full force and effect under the laws of the State of Texas on June 2, 1949; and which said Act reads as follows:

"Section 1: That, pursuant to authority conferred by Section 59 of Article XVI of the Constitution of Texas, there is hereby created within the State of Texas, in addition to the districts into which the State has heretofore been divided, a district to be known as "Fort Bend County Drainage District" (hereinafter called the 'District') and shall include therein all of the territory situated within Fort Bend County, Texas, the boundaries of said District to be co-terminous with the boundaries of said county.

Said District is hereby created for the prupose of reclamation and drainage of its over-flowed lands and other lands needing drainage.

Said District shall be a governmental agency and body politic and corporate, with the powers of government and with the authority to exercise the rights, privileges and functions hereinafter specified, the creation and establishment of such District being essential to the accomplishment of the purpose of Section 59 of Article XVI of the Constitution of Texas.

Section 2: The Commissioner's Court of Fort Bend County, Texas, is hereby designated as the governing body of such District and the agency through which the management and control of said District shall be administered; and said Court is hereby empowered to do any and all things necessary to carry out the aims and purposes of this Act. Within thirty days after this Act becomes effective, said Court shall call an election for the purpose of submitting to a vote of the duly qualified resident electors of the District who are qualified to vote in bond elections

the question of whether or not the creation of the District shall be confirmed. The cost of such an election shall be paid by Fort Bend County out of the county general fund. If a majority of the qualified voters voting at such election vote against confirmation of the District, the District hereby created shall be abolished and this Act shall be of no further force or effect. If a majority vote in favor of the confirmation, said District shall be permanently created. In such case, all other drainage districts situated in Fort Bend County shall be abolished and the order of the Commissioners' Court declaring the result of such election shall, in such case, recite that all such districts are abolished. Title and possession of all property and assets of the abolished districts shall thereupon pass to and be vested in the District hereby created and said District shall assume all functions, duties and obligations of the abolished districts.

Section 3: (A) In addition to the general powers herein granted, said Fort Bend County Drainage District shall be authorized to exercise the following powers, privileges and functions;

(1) To acquire within the District easements, right-of-ways, and any other character of property needed to carry on the work of the District by way of gift, devise, purchase, leasehold or condemnation; and to acquire without the District easements and right-of-ways by condemnation or otherwise; provided, however, such acquisition of easements or right-of-ways acquired without the District by way of condemnation shall be first unanimously approved by the entire Commissioners Court of the County wherein such easements and right-of-ways sought to be condemned, may be situated. The right of eminent domain is hereby expressly conferred on said District and the procedure with reference to condemnation, the assessment of and estimating of damages, payment, appeal, the entering upon the property pending appeal and all other procedure prescribed in Title 52, of the Revised Civil Statutes of Texas, 1925, as heretofore or hereafter amended, shall apply to said District.

(2) to dispose of property or rights therein when the same are no longer needed for the purposes for which the District was created or to lease same for purposes which will not interfere with the use of such property by the District.

(3) To devise plans and construct works to reclaim lands in the District; to provide drainage facilities for the reclamation and drainage of the overflowed lands and other lands within the District needing drainage; to acquire or construct properties and facilities beyond the boundaries of the District where in the judgment of the governing body such properties or facilities are necessary to facilitate the drainage and reclamation of lands within the District; and to remove obstructions, natural or artificial, from the streams and water courses, and to clean, straighten, widen and maintain streams, water courses and drainage ditches.

(4) To cooperate with and contract with the United States of America or with any of its departments or agencies now existing, or which may be created hereafter, to carry out any of the powers or to further any of the purposes set forth in this Act, and, for such purposes, to receive grants, loans or advancements therefrom; or to contribute to the United States of America or any of its departments or agencies in connection with any project undertaken by it affecting or relating to any of the purposes for which the District is organized.

(5) To cooperate and contract with any department or agency of the State of Texas, or any political subdivision thereof, or any municipal corporation to carry out any purpose for which the District is organized.

(6) To sue and be sued in the name of the District and all courts shall take judicial notice of the establishment of the District.

(7) To construct works, ditches, canals and other improvements over, across and along any public streams, roads, highways, or any lands belonging to the State of Texas, provided that the plans for such improvement on state highways shall be subject to the approval of the State Highway Department and on Prison System lands, shall be subject to the approval of the Texas prison Board.

(8) To do any and all other acts or things necessary or proper to carry into effect the purposes for which the District is organized.

(B) The County Judge, County Commissioners, the Assessor and Collector of Taxes, the County Treasurer, and the county depository of Fort Bend County are authorized to, and shall be required to, perform all duties in connection with the District required of them by law in connection with official matters for

Fort Bend County, and the County Auditor of said county shall be the Auditor for the Fort Bend County Drainage District. Said Court may employ a General Manager for said District and such other agents, attorneys, engineers and employees as may be considered necessary in connection with the purposes of this Act, and all compensation for such persons may be payable from funds herein created for the maintenance and operation of the District.

The governing body shall require the County Tax Assessor-Collector, the County Treasurer and such other officers and employees as the governing body shall designate, to make official bonds payable to the District in such amounts as the governing body shall determine, conditioned upon the faithful performance of their duties and paying over and accounting for all money and other things of value belonging to the District coming into their possession. Such bonds shall be executed by a surety company authorized to do business in Texas and shall be subject to the approval of the governing body and the premiums thereon shall be paid by the District.

Section 4: (A) The Court shall be authorized, from time to time, in behalf of said Fort Bend County Drainage District, to issue the bonds of said District, within the limitations hereinafter stated, for the purpose of acquiring funds with which to accomplish and carry out any one or more of the powers and purposes herein granted to the District, and to provide for the payment of the interest on such bonds as it accrues and to create a sinking fund for the redemption of said bonds as they mature, by levying and causing to be collected a tax on all taxable property within the District, as shown by the then current approved county assessment rolls, sufficient for such purposes. It is expressly provided, however, that the total principal amount of bonds issued by the District at any one time, together with all previously issued bonds then outstanding, shall never exceed a sum equal to five percent (5%) of the assessed valuation of all taxable property within the District, as shown by the then current County Assessment rolls. No such bonds shall be issued until first authorized by a majority of the voters qualified to vote on bond issues under the Constitution of Texas voting at an election called for the purpose of determining whether or not such bonds shall be issued and whether or not taxes shall

be levied to pay principal and interest thereon when due. In the event a majority of the qualified voters voting at such election shall vote in favor of the issuance of the bonds and the levy of Taxes, the Court shall be authorized to issue, sell and deliver said Fort Bend County Drainage District Bonds and to receive, use and apply the proceeds for the aforesaid purposes of said District, and to levy and assess taxes upon all property subject to taxation in said District, and to arrange for the collection of such taxes. Subject to the limitations contained in this Act, additional bonds may be issued from time to time, in like manner, and under the same procedure. The proposition of the issuance of bonds may be submitted at the election called for confirmation of the creation of said District under Section 2, hereof, or at such later times as the Court shall deem proper. If the proposition of issuing bonds is submitted at the confirmation election, the form of ballot at such first election shall be substantially as follows: "For the confirmation of the District, the issuance of bonds and the levy of taxes in payment thereof", and the contrary of such proposition. The levy of maintenance taxes may be submitted as a further proposition at such election. The provisions of Chapter 1 of Title 22, Revised Civil Statutes of Texas, as amended, shall apply to all bond elections in said District except where in conflict with this Act.

Such bonds shall not be delivered to the purchasers until they have been approved as to legality by the Attorney General of Texas and registered by the Comptroller of Public Accounts of Texas. The cost of issuing, selling and delivering such bonds may be paid out of the proceeds of sale thereof.

Such bonds shall bear interest at a rate not to exceed five (5%) percent per annum and shall mature serially or otherwise over a period of not to exceed thirty (30) years from their date or dates. They shall be sold for not less than par and accrued interest and, after having been approved by the Attorney General and registered by the Comptroller of Public Accounts and sold for not less than par and accrued interest, such bonds shall be held in any suit or proceeding in which their validity may be questioned to be valid, binding obligations of such district, subject only to the defense of fraud, forgery or constitutional violation. No suit shall be brought attacking the validity of such bonds, except upon the grounds stated, after

such bonds have been delivered and the proceeds of sale have been received by the District.

The District shall not be authorized to issue time warrants payable from taxes.

(B) All bonds issued under the provisions of this Act shall be issued in the name of the Fort Bend County Drainage District of Fort Bend County, Texas, and shall be signed by the County Judge, attested by the County Clerk, and the seal of the Commissioners' Court of Fort Bend County, shall be affixed to each of them. Said bonds shall be issued in the donominations of not less than One Hundred Dollars ($100) nor more than Ten Thousand Dollars ($10,000), as determined in the order authorizing their issuance, and shall bear interest at a rate not to exceed five (5%) percent per annum to be evidenced by attached coupons which shall bear the facsimile signatures of the County Judge and of the County Clerk.

Payment of principal and interest may be made at such place or places as may be determined by the Commissioners' Court in the order authorizing the issuance of such bonds.

Section 5: In addition to the levy and collection of taxes to pay bonds, as heretofore, provided, said Court may levy and cause to be collected a tax not exceeding twenty-five (25¢) cents on each $100.00 valuation of taxable property within the District for the purpose of paying the cost of operating the District and maintaining its properties; provided, however, that no such tax shall be levied or assessed, until authorized at an election called for such purpose by said Court, in the manner provided by Section 4, hereof, at which a majority of the qualified electors, qualified to vote under the Constitution, voting at such election, vote in favor of the levy and collection of such tax. The assessed valuation of taxable property for District purposes shall be the same as that for State and County purposes; and the County Tax Assessor-Collector, of Fort Bend County, is hereby named and appointed Tax Assessor-Collector for said District; and the Board of Equalization of Fort Bend County is hereby named, constituted and appointed the Board of Equalization for said District. All laws of the State of Texas relating to the assessing and collecting of State and County taxes are by this Act made available for, and shall be applied

to, the assessing of current taxes and to the collection of both current and delinquent taxes of said District, except where the same are in conflict with the provisions of this Act. The Count Tax Assessor-Collector shall be paid such sum, not to exceed two (2%) percent of taxes collected for assessing and not to exceed two (2%) percent for collecting, as may be prescribed by the Commissioners' Court.

Section 6: If any section, sentence, phrase or clause, or any part of this Act, shall, for any reason, be held invalid, such invalidity shall not affect the remaining portions of this Act and it is hereby declared to be the intention of this Legislature to have passed each section, sentence, phrase, clause and part hereof irrespective of the fact that any other section, sentence, phrase, clause or part hereof may be declared invalid."

1.2 PURPOSE

The purpose of this drainage manual is to establish standard principles and practices for the design and construction of drainage systems within Fort Bend County. The design factors, formulae, graphs and procedures are intended for use as engineering guides in the solution of drainage problems involving determination of the quantity, rate of flow, method of collection, storage and conveyance of storm water.

Methods of design other than those indicated herein may be considered in difficult cases where experience clearly indicates they are preferable. However, there should be no extensive variations from the practices established herein without the express approval of the Fort Bend County Drainage District Board.

1.3 SCOPE

The manual presents various applications of accepted principles of surface drainage engineering and is a working supplement to basic information obtainable from standard drainage handbooks and other publications on drainage. It

is presented in a format that gives logical development of solutions to the problems of storm drainage.

The past procedures and practices that have been used to design drainage facilities in Fort Bend County, along with numerous drainage criteria manuals for other areas were reviewed to determine the most appropriate techniques and criteria for drainage design for use in Fort Bend County. This was especially true of Harris County's Criteria Manual for the Design of Flood Control and Drainage Facilities, which was used as the primary guide in selecting drainage criteria and in preparing this Criteria Manual for Fort Bend County. This was done in part so as not to "reinvent the wheel" in developing simplified procedures for applying the complex equations dealing with stormwater drainage. Also, there was the desire for consistency in criteria and methodology, where appropriate, to avoid unnecessary difficulty, confusion and expense in the design of drainage systems by engineers who have been or will be working in Fort Bend County. However, while there was obvious benefit for having consistency in the drainage criteria manuals of these two counties, this drainage criteria manual not only had to be an easy-to-use tool for solving drainage problems in Fort Bend County, but needed to contain standards and methodology that would be applicable to the specific problems and objectives of Fort Bend County. As a result, certain criteria and methodology were changed from those used in Harris County as was considered appropriate.

To assist design engineers in dealing with these two county manuals, the following is a list of the more significant differences in their design criteria:

1. the equations for computation of Clarks TC and R coefficients.
2. the loss rate parameters.
3. application of the ponding adjustment factor.
4. rainfall totals (hyetographs) for various events.
5. the drainage area - discharge curves
   (Fort Bend County; 200 - 2000 Acres)
   (Harris County; 320 - 10,000 Acres)

6. Fort Bend County provides for use of the Rational Method for drainage areas below the limits of the curves.
7. Fort Bend County includes requirements for development within leveed areas.

1.4 DRAINAGE POLICY

The basic objective of the Fort Bend County Drainage District is to construct and maintain facilities intended to minimize the threat of flooding to all areas of the County and comply with the requirements of the National Flood Insurance Program. The ultimate goal is intended to be accomplished by the construction and maintenance of 100-year design drainage facilities and flood control measures to provide 100-year flood protection in all areas of Fort Bend County. The 100-year design drainage facilities are defined as all public channels within dedicated rights-of-way approved and accepted by the Drainage District and all other public flood control structures and facilities dedicated to, approved and accepted by the Drainage District. Additionally, it is the District's intent to insure that adequate facilities are constructed to accommodate new development such that existing property will not be subjected to additional flooding and so as not to increase the limits of the flood plains as shown on the flood insurance rate maps for Fort Bend County and other entities (Cities, Levee Improvement Districts, and Municipal Utility Districts).

It is not economically feasible to construct storm sewer facilities which are large enough to keep the street systems from becoming inundated during severe storm events. The topographic relief of the coastal prairie is too flat to allow for quick runoff during severe storm events. The net effect of the District's policies will be to insure that for new developments the ponding in the street systems will be of minimum depth and duration, and most importantly, that minimum new house slab elevations are set at least 12 inches above the maximum anticipated ponding levels. The intent of this policy is that there should be no street ponding for minor storm

events, minor street ponding for larger events, and major ponding for the 100-year event storms but without water in structures. Every attempt will be made to design major thoroughfares so that they are passable during severe storm events.

To accomplish the goal of eliminating existing flooding conditions and to insure that future drainage problems do not develop, additional drainage improvement measures shall be taken. The measures considered appropriate by the District include further channel improvements to existing watercourses, overflow channels (primarily conveying flood flows directly to the Brazos River), and the construction of storm water detention facilities. The Fort Bend County Drainage District shall be responsible for the review and approval of all plans for 100-year design drainage facilities within Fort Bend County. All new drainage facilities must take into consideration the existing drainage upstream. In addition, new development must provide the ultimate planned right-of-way width to the Fort Bend County Drainage District through the developing property as shown in the various watershed master plans which have been developed by the Fort Bend County Drainage District and are in accordance with the technical criteria contained in this manual for handling the drainage needs of future development upstream.

The District has included in this manual criteria covering the design of storm water systems to serve both existing and new developments. The Fort Bend County Drainage District has quantified the needed improvements for existing development in most of the watersheds in Fort Bend County and is responsible for the approval, and upon acceptance, the maintenance, operation, and necessary expansion of 100-year design drainage facilities (existing or proposed) which are in drainage rights-of-way dedicated to the Fort Bend County Drainge District. Upon the completion of all new 100-year design drainage facilities, the District will accept, maintain, and operate said facilities for flood control purposes as an extension of the District's existing drainage system if the facilities are constructed in accordance with plans approved by the Fort Bend County Drainage District. However, those drainage facilities, including detention facilities, which are planned

and accepted for maintenance by some other perpetual special purpose district (such as a Levee Improvement District) will not be accepted by the District. The criteria in this manual is considered a minimum for Fort Bend County Drainage District approval. Approval from other applicable agencies may be required. Ultimate approval for any variance of the criteria contained in this manual must be given by the Fort Bend County Drainage District Board.

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2.0 HYDROLOGY

2.1 GENERAL

The planning, design, and construction of drainage facilities are based on the determination of one or more aspects of storm runoff. If the estimate of storm runoff is incorrect, the constructed facilities may be undersized, oversized, or otherwise inadequate. An improperly designed drainage system can be uneconomical, cause flooding, interfere with traffic, disrupt commercial and other activities, and be a general nuisance in the effected area. However, the peak rate, volume and time-sequence of storm runoff related to a certain recurrence interval (frequency) can only be approximated due to the many physical and climatic factors involved.

Continuous long-term records of rainfall and resulting storm runoff in an area provide the best data source from which to base the design of storm drainage and flood control systems in that area. However, it is not possible to obtain such records in sufficient quantities for all locations requiring storm runoff computations. Therefore, the accepted practice is to relate storm runoff to rainfall, thereby providing a means of estimating the rates, timing and volume of runoff expected within local watersheds at various recurrence intervals. Although numerous methods to relate rainfall and runoff have been considered, three methods are recommended for use in Fort Bend County. These methods, discussed below, provide reasonable and consistent procedures for approximating the characteristics of the rainfall-runoff process.

It is generally accepted that urban development has a pronounced effect on the rate and volume of runoff from a given rainfall. Urbanization generally alters the hydrology of a watershed by improving its hydraulic efficiency, reducing its surface infiltration and reducing its storage capacity. This alteration can be intensified in flat areas like Fort Bend County. Figure 2-1 illustrates the effect of improving a watershed's hydraulic efficiency by presenting runoff rate versus time

for the same storm with two different stages of watershed development. The reduction of a watershed's storage capacity and surface infiltration results from the elimination of porous surfaces and ponding areas by grading and paving building sites, streets, drives, parking lots, and sidewalks and by constructing buildings and other facilities characteristic of urban development. Zoning maps, future land use maps, and watershed master plans should be used as aids in establishing the anticipated surface character following development. The selection of design runoff coefficients and/or percent impervious cover factors, which are explained in the following discussions of runoff calculation, must be based upon the appropriate degree of urbanization.

Because of its versatility and accuracy, the widely used computer program HEC-1 is recommended as the primary tool for modeling storm runoff hydrographs in Fort Bend County. Accordingly, the hydrologic design techniques described in this manual incorporate many of the routines contained in HEC-1. The principal routines used for describing runoff in the county as presented in this section are based on the Clark unit hydrograph technique, design storms and rainfall loss rates. A methodology for deriving the parameters used to compute the Clark unit hydrograph was developed from optimization studies utilizing U.S. Geological Survey regional rainfall-runoff data and standard unit hydrograph techniques, is appropriate for a wide range of drainage area sizes and is the preferred method in all but certain small areas requiring only peak discharge determinations. Appendix A presents an in-depth discussion of the technical development of this methodology.

For areas less than 2000 acres and greater than 200 acres, drainage area-discharge curves have been developed as a means to determine peak discharge.

For certain small drainage areas (generally less than 200 acres in size), the widely used Rational Method provides a useful means of determining peak

discharges. In situations requiring determination of a complete flood hydrograph, and not just a peak discharge, the Malcom Small Watershed Method should be utilized. If the engineer wishes to use an alternative design technique, it is recommended that the Fort Bend County Drainage District Engineer be consulted prior to design.

2.2 RAINFALL-RUNOFF COMPUTATIONS USING HEC-1

A stream network model which simulates the runoff response of a river basin to rainfall over that basin can be developed utilizing the HEC-1 computer program by the appropriate combination of hydrograph and routing computations. The following sections describe the elements required to develop a HEC-1 computer model.

2.2.1 Design Storm Rainfall

Design storm rainfall can be described in terms of frequency, duration, areal extent and distribution of intensity with time. A design storm's rainfall distribution in time is handled by the HEC-1 program by assuming a symmetrical, single-peaked design hyetograph (design storm). The engineer's choice for frequency and duration is dependent upon the physical characteristics, location and study objectives. In most cases, design will be based on a 24-hour duration storm event. The HEC-1 program has the capability to modify runoff hydrographs to account for progressively smaller design storm volumes as areal coverage increases. The HEC-1 users manual suggests how to model storm rainfall depth versus drainage area relationships, based on Figure 15 in the National Weather Service's Technical Paper No. 40 which presents a means of reducing point rainfall totals as drainage area size increases.

It is often necessary to increment design rainfall hyetographs in five-minute intervals to meet the design needs of small drainage areas having short times

of concentration. The TP-40 rainfall isopluvial maps are limited to storm durations no less than 30 minutes. Table 3 of TP-40 then provides a method to calculate the rainfall amounts for shorter duration storms based on national average values. To more accurately define these rainfall quantities on a local basis the National Weather Service issued Technical Memorandum NWS Hydro-35 entitled "Five- to 60-Minute Precipitation Frequency for the Eastern and Central United States." Thus, both TP-40 and Hydro-35 were used to develop Table 2-1 in which depth vs. duration data are presented for a variety of storm frequencies. Table 2-1 is also useful in utilizing the Rational Method.

2.2.2 Design Storm Losses

Only a portion of the rainfall volume which falls on a watershed during a storm event actually ends up as stream runoff. The remainder is intercepted by infiltration, depression storage, evaporation and other mechanisms. The volume of rainfall which becomes runoff is termed the "excess" rainfall. The difference between the observed total rainfall hyetograph and the excess rainfall hyetograph is termed abstractions or losses.

The recommended procedure for calculating abstractions in Fort Bend County is with the exponential loss rate function contained in HEC-1. This is an empirical method in which the loss rate is determined to be a function of both the rainfall intensity and accumulated losses. The HEC-1 users manual contains a detailed discussion of the relevant equations and variables.

Based on the analyses conducted in the development of the hydrologic methodology (See Appendix A) and a consideration of soil characteristics in Fort Bend County, the following are recommended values for the variables to be used with this methodology:

STRKR = 0.5

DLKTR = 0.0

RTIOL = 3.0

ERAIN = 0.6

RTIMP = (% Urban Development) x (average % impervious cover of the developed area)/100

Note: The value of RTIMP is equal to 100 times the effective impervious ratio (I) in equation 2-4.

Typical values for the percentage of impervious cover corresponding to various types of development in Fort Bend County are given in Table 2-2. These values should be used when only the general type of planned development is known; once the actual level of development has been determined for a specific area, a refined value should be used to reflect the actual percent of impervious cover.

2.2.3 Design Storm Runoff

2.2.3.1 General

Given the design storm excess rainfall, it is necessary to determine the storm runoff hydrograph at the point of interest utilizing the HEC-1 program. The Clark unit hydrograph for a drainage area is described by three parameters: TC, R and a time-area curve. TC represents the time of concentration and R is a storage coefficient for the area. The time-area curve defines the cumulative area of the watershed contributing runoff to the design point as a function of time.

A thorough statistical analysis of historical rainfall and runoff data taken from selected watersheds in the Fort Bend County vicinity was performed to correlate TC and R to drainage area physiographic characteristics. These characteristics include the length, slope and roughness of the basin's longest watercourse, the average basin slope and the effective imperviousness of the basin. From this analysis, the following equations were derived:

$$TC + R = 128 \frac{(L/\sqrt{S})^{.57} (N)^{.8}}{(S_o)^{.11} (10)^{I}} \quad (2\text{-}1)$$

and

$$TC = (TC+R) \times 0.38 (\log S_o) \quad (2\text{-}2)$$

$$R = (TC+R) - TC \quad (2\text{-}3)$$

where TC = Clark's time of concentration

R = Clark's storage coefficient

L = length of the longest watercourse within the drainage area (miles)

S = average slope along the area's longest watercourse (ft/mile)

N = Manning's weighted roughness coefficient along the longest watercourse (see Step 4 of Section 2.2.4)

S_o = average basin slope of land draining overland into the longest watercourse (ft/mile)

I = effective impervious ratio

A plot of Equation 2-1, along with the basic data used in its development, is contained in Appendix A.

The effective impervious ratio (I) used in equation (2-1) is determined by:

$$I = CD \times 10^{-4} \quad (2\text{-}4)$$

where: C = the average percent of impervious cover of the developed area (in percent)

D = % of the subarea that is developed

Determination of TC and R is carried out by the solution of Equations 2-1, 2-2 and 2-3. These parameters may then be input into the HEC-1

program to model the runoff process. Input of the time-area curve is handled internally by HEC-1 unless the engineer specifies a particular time-area relationship. An example of the step-by-step procedure for the development of a design runoff hydrograph is presented in Section 2.2.4.

For a detailed discussion of unit hydrograph theory and application, the engineer is referred to the Handbook of Applied Hydrology, by Ven Te Chow, 1964.

2.2.3.2 Adjustment for Ponding

The presence of significant areas of ponding in a drainage subarea will have a pronounced effect on the nature of the runoff hydrograph from that subarea. Storage in ponding areas tends to cause peak flow rates to be decreased and the time at which the peak flow occurs to be delayed. To account for this effect, an adjustment can be made in the R parameter which reflects the storage-routing characteristics of the subarea. Figure 2-2 provides sets of equations and curves that relate the percent of the subarea affected by ponding to an adjustment coefficient for R. Determination of the adjustment coefficient is a two-step process. First, an adjustment is determined based on the areal extent of the ponding in the subarea. Second, the fact that only a portion of the entire subarea will drain through the ponded area, and thus be affected by it, is accounted for.

For example, if a subarea of ten square miles has two square miles of ponded area, the percent ponding would be 20%. From Figure 2-2, it is seen that the appropriate adjustment factor to R (for the 100-year event) is 1.80.

This adjustment factor (RM) must then be modified if not all of the ten square mile subarea is affected by ponding. If, for instance, an additional one square mile of the subarea drains through the two square mile ponding area, only 30% of the entire drainage subarea is affected by ponding. The adjustment factor would thus be reduced by 70% (i.e. $[(1.80-1.0) \times .30] + 1.0 = 1.24$).

If a ponding area (such as a gravel pit) does not allow runoff to pass through it for a particular design storm event, then that portion of the area draining into the pond plus the pond surface area itself should be eliminated from the drainage area as being non-contributing. The remaining portions of the drainage area would not require any adjustment to its R value for this particular ponding area.

2.2.4 Procedure for Developing a Design Runoff Hydrograph

The following general procedure (and example) should be followed in developing design runoff hydrographs in Fort Bend County.

1. Determine the required frequency and duration of the design storm from the applicable County criteria. (This usually will be the 100-year, 24-hour storm event.)

   Example: For this example assume that a peak discharge is needed to hydraulically design a major channel for the 100-year, 24-hour storm event.

2. Develop the design storm hyetograph. This process can be carried out internally by HEC-1 as discussed in Section 2.2.1. It is required that depth-duration data, as presented in Table 2-1, be input into HEC-1 (on the PH card). If necessary, the engineer may input a different rainfall pattern. If the drainage area upstream of the design point is greater than approximately 10-15 square miles, depth-area relationships should be considered (use of JD cards).

   Example: Table 2-1 was used to assign the appropriate depth of rainfall for each of the various durations as follows:

100-Year Frequency Design Storm

Duration	Depth in Inches
5 min	0.90
15 min	2.01
60 min	4.55
2 hours	6.05
3 hours	6.85
6 hours	8.40
12 hours	10.45
24 hours	12.50

These values are input on the PH card.

3. Determine losses. This procedure is carried out internally by HEC-1, but it is required that the values of the variables presented in Section 2.2.2 of this manual be input on the LE card.

Example: For all watershed calculations in Fort Bend County, the following values of the loss function variables are recommended:

Variable	Value
STRKR	0.5
DLKTR	0.0
RTIOL	3.0
ERAIN	0.6
RTIMP	100 x I (to be calculated)

4. Determine physical characteristics of the watershed including channel length, channel slope, Manning's weighted "n" value, effective percent imperviousness and average basin slope. These parameters (as illustrated in Figure 2-3) are calculated as follows:

Length (L)	The length of the longest watercourse within the subarea to the watershed divide in miles.
Channel Slope (S)	The average slope of the middle 75% of the longest watercourse in the subarea, in feet per mile.
Manning's Weighted "n" (N)	The Manning's roughness coefficient as a weighted average value representative of flow roughness in the subarea's main watercourse. It should account for portions of the design flow contained in the overbanks as well as the main channel. A recommended simplified procedure is to divide the basin into upstream and downstream halves, determine the representative composite "n" value for a typical section in each half, then weight the upstream value 25% and the downstream value 75%.
Average Basin Slope (S_o)	The average slope of the land draining overland into the longest watercourse, in feet per mile.
Effective Impervious Ratio (I)	The average percent of the impervious cover of the developed area, in percent, times the percent of the total subarea considered to be developed for design purposes times 10^{-4}.

Example: (from Figure 2-3)

L	=	2.84 miles
S	=	55-foot drop over 75% of 2.84 miles = 25.8 feet/mile
N	=	Upstream composite "n" value = .061
		Downstream composite "n" value = .049
		N = (.25).061 + (.75)(.049) = .052
S_o	=	36 feet/mile
I	=	$C \times D \times 10^{-4} = (35 \times 57) \times 10^{-4} = 0.1995$

5. Determine TC and R and input on the UC card in HEC-1. The Clark parameters are determined by solution of Equations 2-1, 2-2 and 2-3.

Example:

$$TC + R = 128 \frac{(2.84/\sqrt{25.8})^{.57} (.052)^{.8}}{(36.0)^{.11} (10)^{.1995}} = 3.68$$

and

$$TC = (3.68) \times 0.38 (\log 36) = 2.18$$

$$R = 3.68 - 2.18 = 1.50$$

6. Adjust Clark's R coefficient to account for ponding area.

Example: From Figure 2-3 it is seen that 0.107 square miles of the total 2.13-square mile watershed is affected by ponding. Thus, the percent ponded area is (.107/2.13) = 5.02%. From Figure 2-2, the appropriate adjustment factor for R for the 100-year storm event is 1.50. Of the total 2.13-square mile watershed, it is seen in Figure 2-3 that .198 square miles (9.30% of the watershed) are affected by ponding. Thus, the adjustment factor of 1.50 must be reduced as follows:

$(1.5-1.0)(.0930) + 1.0 = 1.05$

The value of R calculated in Step 5 above is then multiplied by the modified adjustment factor.

$1.50\ (1.05) = 1.58$

This adjusted value of R is input to HEC-1 on the UC card instead of the R value calculated in Step 5.

A listing of the HEC-1 input and output for the above example is presented at the conclusion of Section 2.0.

2.2.5 Flood Routing

As a flood wave passes downstream through a channel or detention facility, its shape is altered due to the effects of storage. The procedure for determining how the shape of the flood hydrograph changes is termed flood routing. Flood routing can be used to determine the effects of this storage on a flood's runoff pattern (i.e, its hydrograph).

Flood routing can be classified into two broad but related categories: open channel routing and reservoir routing. Reservoir routing is generally used to determine the effectiveness of stormwater detention generally used in reducing downstream peak flood flow rates. Open channel routing is a refinement of the description of an area's rainfall-runoff process. It modifies the time rate of runoff due to storage within the channel and its overbanks. Analysis of areas with very flat overbanks and wide flood plains should consider channel routing to determine possible peak discharge attenuation.

The recommended technique for both channel and reservoir routing is the Modified Puls method. The Modified Puls method is based on the assumption of an

invariable discharge-storage relationship and a constantly level pool in the storage reach of interest. The HEC-1 program provides a routine for this flood routing technique. The required storage-discharge relationships for this routing technique can be obtained by use of the HEC-2 backwater program for a variety of flow conditions. Care must be taken in developing these storage-discharge relationships with HEC-2. Cross-sections need to be provided that adequately define all of the flood plain storage available at various water levels. However, only the effective area of the cross-section should be used to establish the proper discharge-water level relationship. For a detailed discussion of the Modified Puls routing technique and other methodologies, the engineer is referred to the Handbook of Applied Hydrology, by Ven Te Chow, 1964.

2.3 DRAINAGE AREA - DISCHARGE CURVES

Drainage area-discharge curves represent a simplified method for the determination of the peak discharge in a relatively small watershed. Useage of this type analysis requires that the watershed and its physical characteristics be relatively uniform and not contain complex hydrologic features such as ponding areas, storage basins or watershed overflows. The curves developed for this manual for the 25- and 100-year rainfall events, respectively, are shown in Figures 2-4 and 2-5, and are applicable to drainage areas between 200 and 2000 acres. Since there is such a great variation in the physical characteristics of partially developed watersheds along with a wide range of conveyance capacity (i.e. flood plain storage), these curves were developed for a typical watershed assuming adequate conveyance capacity and uniformly-spaced development. Applicable flow rates for existing conditions in the design of detention facilities should be determined on a case-by-case basis working closely with the Drainage District Engineer (See Section 6.0).

Whenever the situation requires the determination of a complete flood hydrograph, and not just a peak discharge, Malcom's small watershed method, as described in Section 2.5, should be used.

2.4 RATIONAL METHOD

The Rational Method represents an accepted method for determining peak storm runoff rates for small watersheds that have a drainage system unaffected by complex hydrologic situations such as ponding areas, storage basins and watershed transfers (overflows) of storm runoff. This widely used method provides satisfactory results if understood and applied correctly. It is generally recommended that in Fort Bend County the Rational Method be used only for areas less than 200 acres.

The Rational Method is based on a direct relationship between rainfall and runoff, and is expressed by the following equation:

$$Q = CiA \qquad (2\text{-}5)$$

where:

Q is defined as the peak rate of runoff in cubic feet per second. Actually, Q is in units of inches per hour per acre. Since this rate of in/hr/ac differs from cubic feet/second by less than one percent, the more common cfs is used.

C is the dimensionless coefficient of runoff representing the ratio of peak discharge per acre to rainfall intensity (i).

i is the average intensity of rainfall in inches per hour for a period of time equal to the critical time of concentration for the drainage area to the point of interest.

A is the area in acres contributing runoff to the point of interest during the critical time of concentration.

Basic assumptions associated with the Rational Method are:

1. The computed peak rate of runoff at the design point is a function of the average rainfall rate during the time of concentration to that point.

2. The frequency or recurrence interval of the peak discharge is equal to the frequency of the average (uniform) rainfall intensity associated with the critical time of concentration (duration).

3. The time of concentration is the critical time of concentration and is discussed under paragraph 2.4.2 of this manual.

4. The ratio of runoff to rainfall, C, is uniform during the storm duration.

5. Rainfall intensity is uniform during the storm duration.

6. The contributing area is that area that drains to the point of interest within the critical time of concentration.

2.4.1 Runoff Coefficient (C)

In relating peak rainfall rates to peak discharges, the runoff coefficient "C" in the Rational Formula is dependent on the character of the drainage area's surface. The rate and volume of a storm's rainfall that reaches an area's storm sewer system depends on the relative porosity (imperviousness), ponding character, slope and conveyance properties of the surface. Soil types, vegetation conditions and impervious surfaces, such as asphalt pavements and roofs of buildings, are the major determining factors in selecting an area's "C" factor. The type and condition of the surface determines its ability to absorb precipitation and transport runoff.

The rate at which a soil absorbs precipitation generally decreases as and if the rainfall continues for an extended period of time. The soil absorption or infiltration rate is also influenced by the presence of soil moisture before a rain (antecedent precipitation), the rainfall intensity, the proximity of the ground water table, the degree of soil compaction, the porosity of the subsoil, vegetation, ground slopes, depressions, and storage. On-site inspections and aerial photographs may prove valuable in estimating the nature of the surface within the drainage area.

It should be noted that the runoff coefficient "C" is the variable of the Rational Method which is least susceptible to precise determination. Proper use requires judgement and experience on the part of the engineer, and its use in the formula implies a fixed ratio for any given drainage area, which in reality is not the case. A reasonable coefficient must be chosen to represent the integrated effects of infiltration, detention storage, evaporation, retention, flow routing, and interception, all of which affect the time distribution and peak rate of runoff.

Coefficients for specific surface types can be used to develop a composite runoff coefficient based in part on the percentage of different types of surfaces in the drainage area. This procedure is often applied to typical "sample" blocks as a guide to selection of reasonable values of the coefficient for an entire area.

Table 2-3 presents recommended values for the runoff coefficient "C" for various residential districts and specific surface types for 5-10 year frequency storms. These values were derived from numerous sources (see References 9, 20, 31, and 32). Adjustment of the "C" value for use with larger (less frequent) storms can be made by multiplying the right side of the Rational Formula by a frequency factor C_f, which is used to account for antecedent precipitation conditions. The Rational Formula now becomes:

$$Q = CiAC_f \qquad (2\text{-}6)$$

Table 2-4 presents recommended values of C_f. The product of C times C_f should not exceed 1.0.

2.4.2 Rainfall Intensity (i)

Rainfall intensity (i) is the average rainfall rate in inches per hour which is considered for a particular basin or sub-basin and is selected on the basis of design rainfall duration and design frequency of occurrence. The design duration is equal to the critical time of concentration for all portions of the drainage area under consideration that contribute flow to the point of interest. The frequency of occurrence is a statistical variable which is established by design standards or chosen by the engineer as a design parameter.

The time of concentration used in the rational equation is the critical time of concentration for the point of interest. The critical time of concentration is the time associated with the peak runoff from all or part of the upstream drainage area to the point of interest. Runoff from a watershed usually reaches a peak at the time when the entire drainage area is contributing, in which case, the time of concentration is the time for water to flow from the most remote point in the watershed to the point of interest. However, the runoff rate may reach a peak prior to the time the entire upstream drainage area is contributing. In this instance, only the portions of the drainage area able to contribute flow to the point of interest during the critical time of concentration should be used in determining the peak discharge. A trial and error procedure can be used to determine the critical time of concentration.

The time of concentration to any point in a storm drainage system is a combination of the "inlet time" and the "time of flow in the conduit".

The inlet time is the time for water to flow over the surface to the storm sewer inlet. Inlet time decreases as the slope and the imperviousness of the

surface increases, and it increases as the distance over which the water has to travel increases and as retention by the contact surfaces increases. Average velocities for estimating travel time for overland flow can be calculated using Figure 2-6.

The inlet time shall be determined by direct computation using the following formula:

$$T = \frac{D_F}{60V} \qquad (2\text{-}7)$$

where

T	=	overland flow time (minutes).
D_F	=	flow distance (feet).
V	=	average velocity of runoff flow (ft/sec).

If the overland flow time is calculated to be in excess of 20 minutes, the designer should verify that the time is reasonable considering the projected ultimate development of the area.

The time of flow in the conduit is the quotient of the length of the conduit and the velocity of flow as computed using the hydraulic characteristics of the conduit. The time of concentration within a conduit is usually less than the actual time for the flood crest to reach a given point by an amount equal to the time required to fill the conduit. The time required to fill the conduit is defined as the time of storage. The time of storage shall be neglected in the design of storm runoff conduits even though it may represent an appreciable percentage to the total time of concentration in some instances. This procedure will not substantially affect the precision of the calculations and will contribute to a conservative design.

The statistical relationship between the rainfall intensity and duration for the 25-year and 100-year frequency storms are shown in Figure 2-7. These two

curves are presented for the 25-year and 100-year design frequencies for durations from 5 minutes to 24 hours since the two frequencies are used in channel design. Table 2-1 presents rainfall amounts for a variety of durations and frequencies.

2.4.3 Drainage Area (A)

The size and shape of the drainage area must be determined. The area may be determined through the use of topographic maps, supplemented by field surveys where topographic data has changed or where the contour interval is too great to distinguish the direction of flow. A drainage area map shall be provided for each project. The drainage area contributing to the system being designed and the drainage subarea contributing to each inlet point shall be identified. The outlines of the drainage divides must follow actual lines rather than the artificial land divisions as used in the design of sanitary sewers. The drainage divide lines are determined by the pavement slopes, locations of downspouts, paved and unpaved yards, grading of lawns and many other features that are introduced by the urbanization process.

As mentioned previously, the drainage area used in determining peak discharges is the portion of the area that contributes flow to the point of interest within the critical time of concentration.

2.5 HYDROGRAPH DEVELOPMENT FOR SMALL WATERSHEDS

A technique for hydrograph development which is useful in the design of detention facilities serving relatively small watersheds (up to approximately 2000 acres) has been presented by H.R. Malcom. This proceedure can be used in conjunction with the drainage area-discharge curves or the Rational Method. The methodology utilizes a pattern hydrograph to obtain a curvalinear design hydrograph which peaks at the design flow rate and which contains a runoff volume consistent with the design rainfall. The pattern hydrograph is a step function approximation to the dimensionless hydrograph proposed by the Bureau of Reclamation and the Soil Conservation Service.

Malcom's Method consists of the following equations:

(1) $T_p = \frac{V}{1.39Q_p}$

(2) $q_i = \frac{Qp}{2}\left[1 - \cos\left(\frac{\pi t_i}{T_p}\right)\right]$

for $t_i \leq 1.25\ T_p$

(3) $q_i = 4.34Q_p e^{-1.30\frac{t_i}{T_p}}$

for $t_i > 1.25\ T_p$

*Calculator must be in radian mode.

where:

Qp = peak design flow rate in cfs

Tp = time to Qp in seconds

V = total volume of runoff for the design storm in cubic feet

ti and qi = the respective time and flow rates which determine the shape of the hydrograph.

A plot of a hydrograph illustrating these parameters is included as Figure 2-8.

The peak design flow rate can be calculated directly either from the drainage area - discharge curves or the Rational Method depending upon the size of the area considered. The total volume of runoff is dependent on the level of development of the area (i.e. percent of impervious cover). Typical loss rate totals for the 25- and 100-year, 24-hour rainfall events are included in Table 2-5.

TABLE 2-1

POINT RAINFALL AMOUNTS (INCHES) FOR
VARYING DURATIONS AND FREQUENCIES
IN FORT BEND COUNTY, TEXAS

Duration	Rainfall frequency					
	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr
5-minute	0.56	0.63	0.68	0.77	0.83	0.90
15-minute	1.20	1.37	1.50	1.70	1.85	2.01
60-minute	2.30	2.82	3.18	3.72	4.14	4.55
2-hour	2.78	3.65	4.20	4.85	5.45	6.05
3-hour	3.15	4.00	4.70	5.45	6.10	6.85
6-hour	3.60	4.83	5.35	6.70	7.55	8.40
12-hour	4.20	5.75	6.80	8.20	9.25	10.45
24-hour	4.90	6.75	8.20	9.60	11.00	12.50

Source: TP-40 (2-24 hour) and Hydro-35 (5-60 minutes)

TABLE 2-2

TYPICAL AVERAGE VALUES
FOR
IMPERVIOUS COVER

Type of Development	Percentage of Impervious Cover
Commercial and Business Areas	85
Industrial	72
Residential	
Average lot size	
1/8 Acre or less	65
1/4 Acre	38
1/3 Acre	30
1/2 Acre	25
1 Acre	20

Source: SCS TR55, Urban Hydrology for Small Watersheds (Table 2.2).

TABLE 2-3
RATIONAL METHOD RUNOFF COEFFICIENTS
FOR 5-10 YEAR FREQUENCY STORMS

Description of Area	Runoff Coefficents for Basin Slopes		
	Less than 1%	1% - 3.5%	3.5% - 5.5%
Residential Districts			
Single Family Areas (Lots greater than ½ acre)	0.30	0.35	0.40
Single Family Areas (Lots ¼ - ½ acre)	0.40	0.45	0.50
Single Family Areas (Lots less than 1/4 acre)	0.50	0.55	0.60
Multi-Family Areas	0.60	0.65	0.70
Apartment Dwelling Areas	0.75	0.80	0.85
Business Districts			
Downtown Areas	0.85	0.87	0.90
Neighborhood Areas	0.75	0.80	0.85
Industrial Districts			
Light Areas	0.50	0.65	0.80
Heavy Areas	0.60	0.75	0.90
Railroad Yard Areas	0.20	0.30	0.40
Parks, Cemetaries	0.10	0.18	0.25
Playgrounds	0.20	0.28	0.35
Streets			
Asphalt	0.80	0.80	0.80
Concrete	0.85	0.85	0.85
Drives and Walks (Concrete)	0.85	0.85	0.85
Roofs	0.85	0.85	0.85
Lawn Areas			
Sandy Soil	0.05	0.08	0.12
Clay Soil	0.15	0.18	0.22
Undeveloped Areas			
Sandy Soil			
Woodlands	0.15	0.18	0.25
Pasture	0.25	0.35	0.40
Cultivated	0.30	0.55	0.70
Clay Soil			
Woodlands	0.18	0.20	0.30
Pasture	0.30	0.40	0.50
Cultivated	0.35	0.60	0.80

TABLE 2-4

FREQUENCY FACTOR ADJUSTMENT

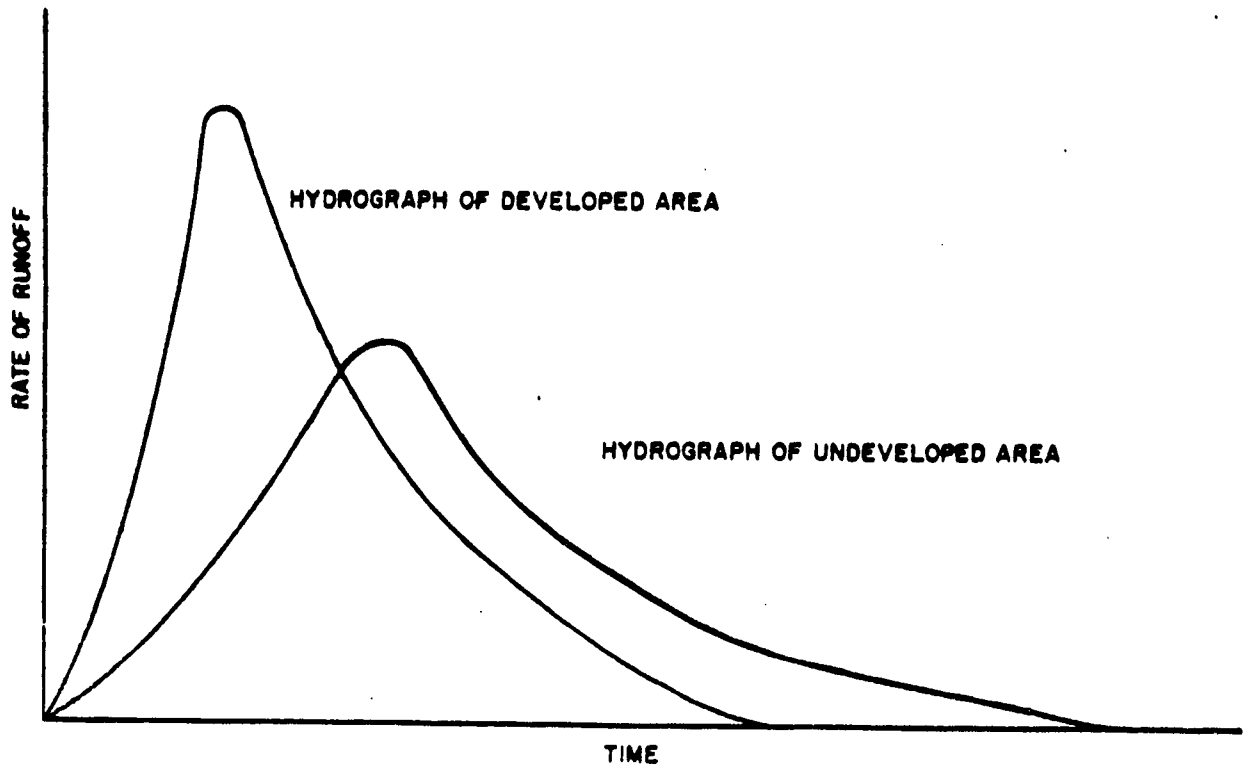
Frequency of Storm (years)	Frequency Factor (C_f)
5	1.00
25	1.10
50	1.20
100	1.25

Source: Urban Storm Drainage Criteria Manual, 1969 (Reference #31)

TABLE 2-5

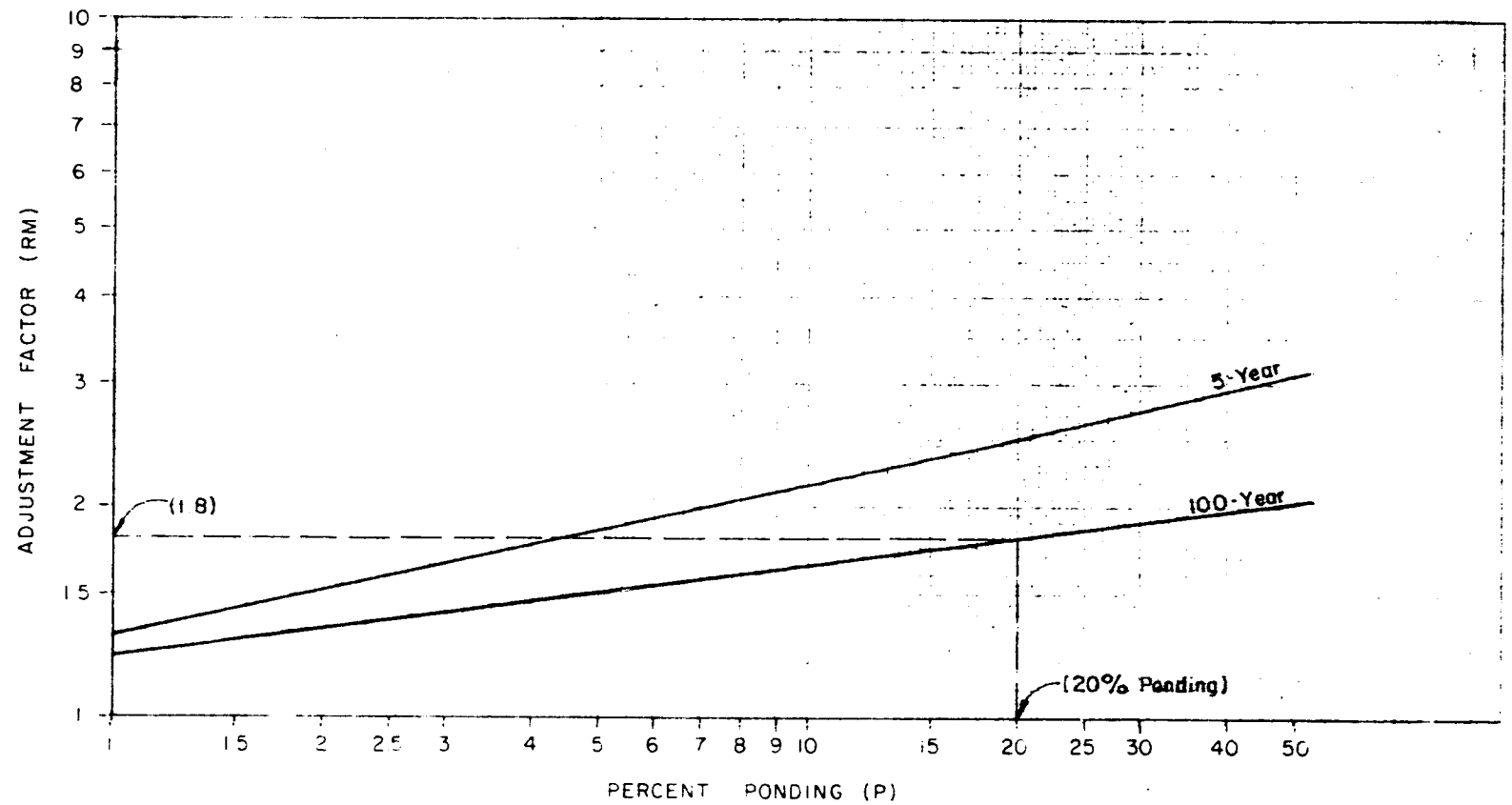
EXCESS RAINFALL FOR COMPUTING RUNOFF VOLUMES

Percent of Impervious Cover	25-Year, 24-Hour Rainfall (in)	Losses (in)	Excess Rainfall (in)	100-Year, 24-Hour Rainfall	Losses (in)	Excess Rainfall (in)
0	9.60	4.45	5.15	12.50	5.16	7.34
20	9.60	3.56	6.04	12.50	4.13	8.37
40	9.60	2.67	6.93	12.50	3.10	9.40
60	9.60	1.78	7.82	12.50	2.06	10.44
80	9.60	0.89	8.71	12.50	1.03	11.47



EFFECT OF WATERSHED DEVELOPMENT ON STORM HYDROGRAPH

August 1986	FIGURE 2-1



PONDING ADJUSTMENT FACTOR FOR CLARKS STORAGE COEFFICIENT (R) FOR FORT BEND COUNTY, TEXAS

STORM EVENT	ADJUSTMENT FACTOR RM EQUATION
5 YEAR	$RM = 1.31\ P^{0.214}$
10 YEAR	$RM = 1.28\ P^{0.199}$
25 YEAR	$RM = 1.25\ P^{0.171}$
50 YEAR	$RM = 1.23\ P^{0.153}$
100 YEAR	$RM = 1.21\ P^{0.132}$
500 YEAR	$RM = 1.17\ P^{0.086}$

Source:
Criteria Manual for Design of Flood Control and Drainage Facilities in Harris County, Texas, February, 1984.

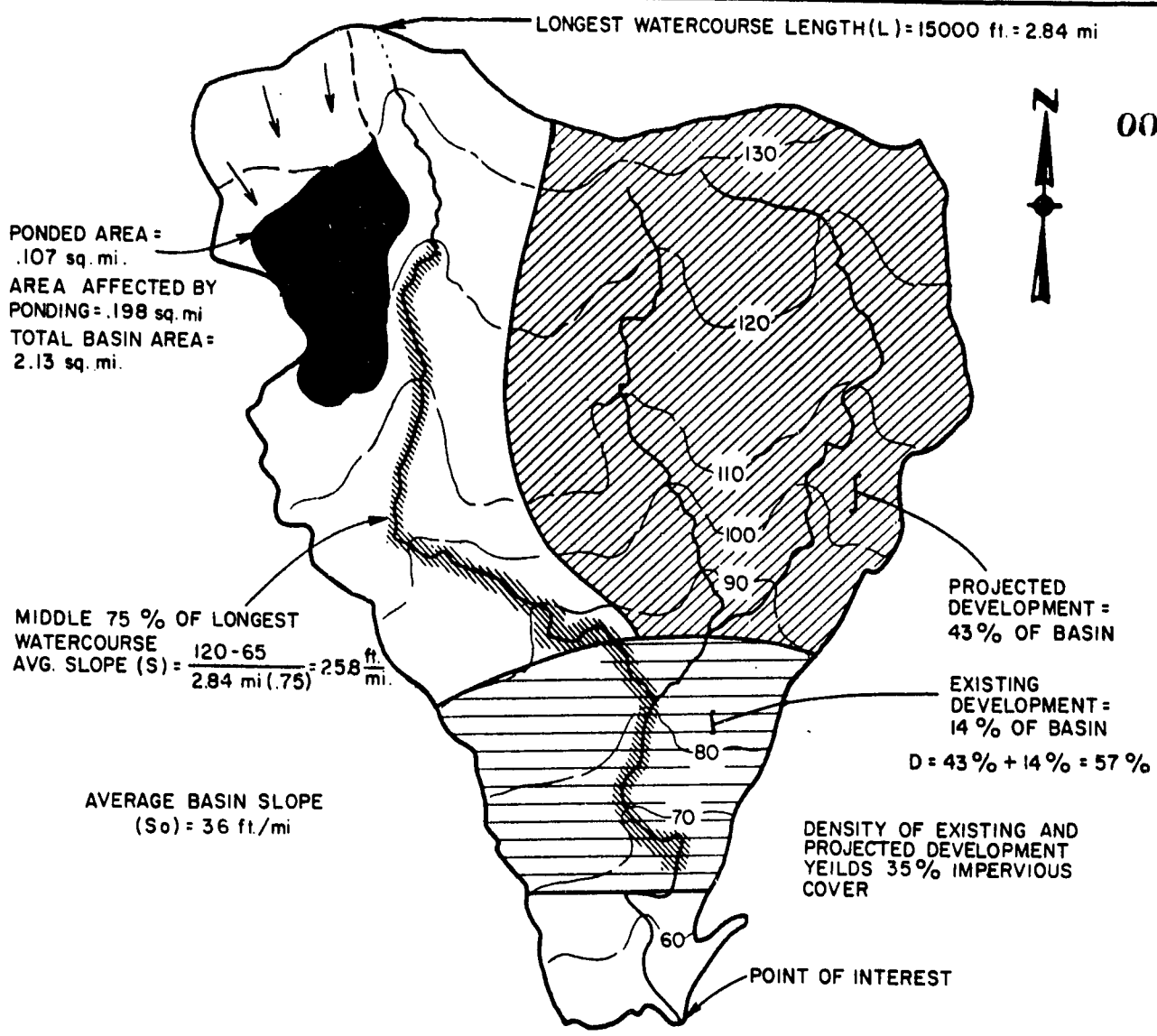
August 1986

FIGURE 2-2

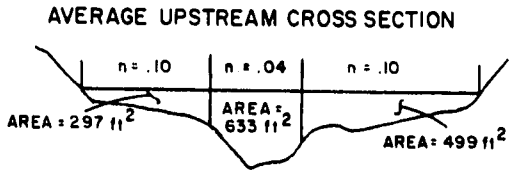
AS PER ORIGINAL

0034

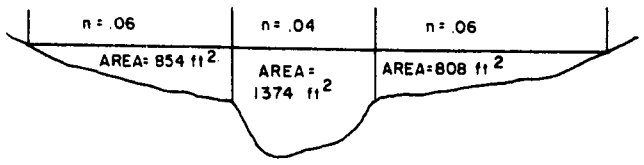
00500



AVERAGE UPSTREAM CROSS SECTION



AVERAGE DOWNSTREAM CROSS SECTION



COMPOSITE "n"

Approximately 65 % of flow occurs in main channel (Upstream half)
.65 (.04) + .35 (.10) = .061

Approximately 55 % of flow occurs in main channel (Downstream half)
.55 (.04) + .45 (.06) = .049

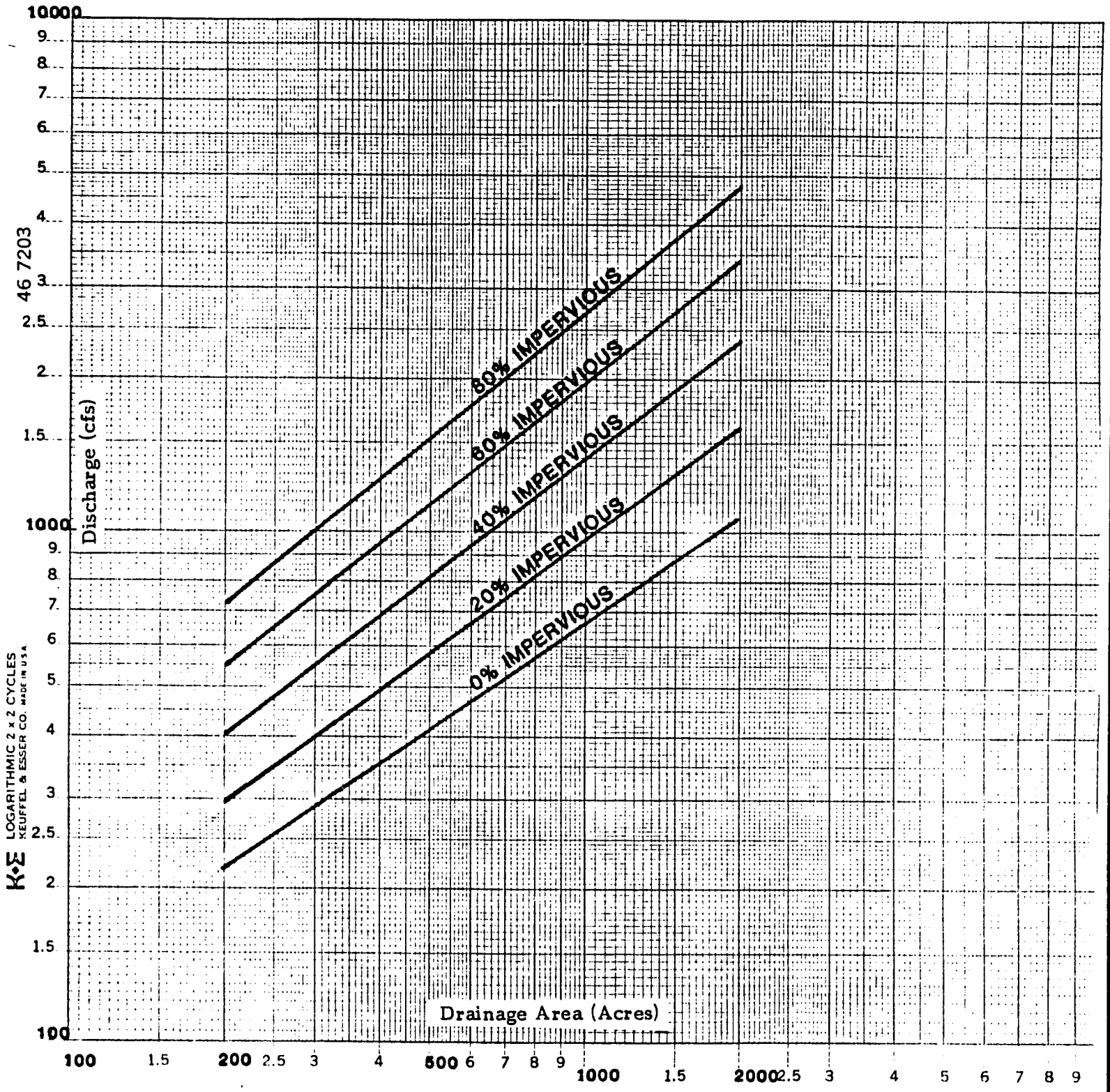
Thus, N = .25 (.061) + .75 (.049) = .052

0 2000 4000
FEET

EXAMPLE WATERSHED FOR DETERMINATION OF BASIN PHYSICAL PARAMETERS

August 1986

FIGURE 2-3

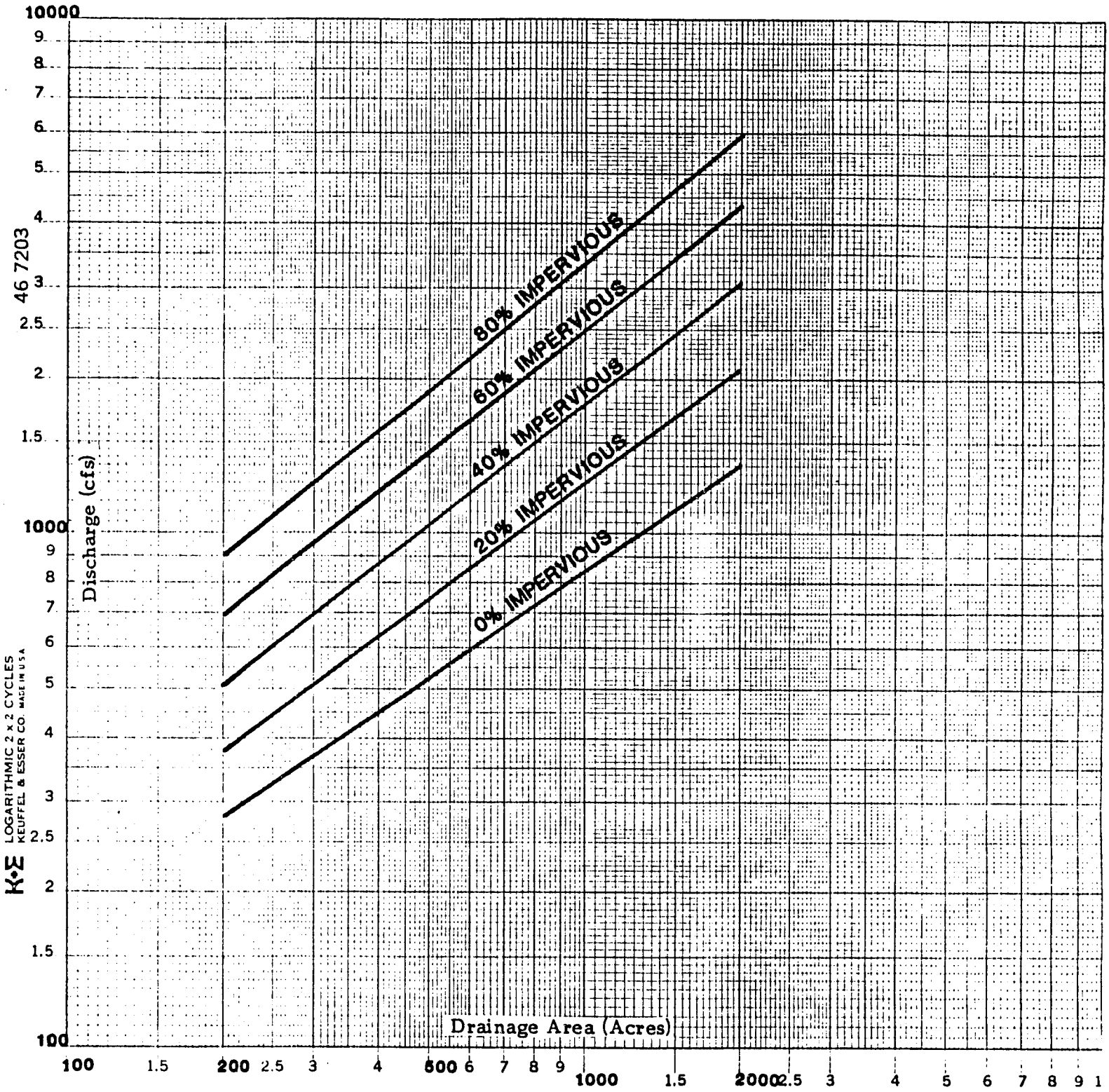


25-Year Drainage Area - Discharge Curves
for Fort Bend County, Texas

NOVEMBER 1987 EXHIBIT 2-4

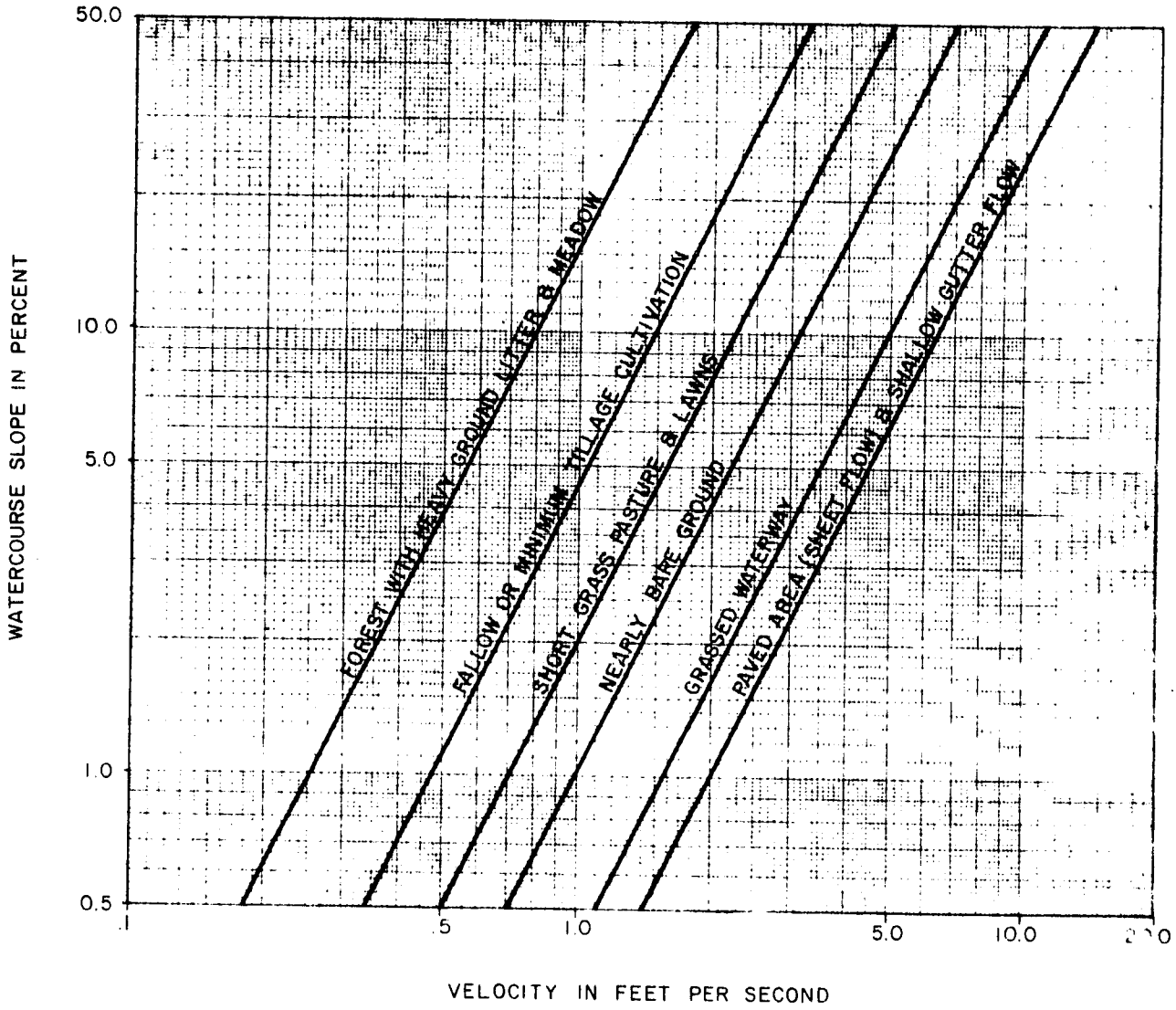
AS PER ORIGINAL 00503

0034



100-Year Drainage Area - Discharge Curves
for Fort Bend County, Texas

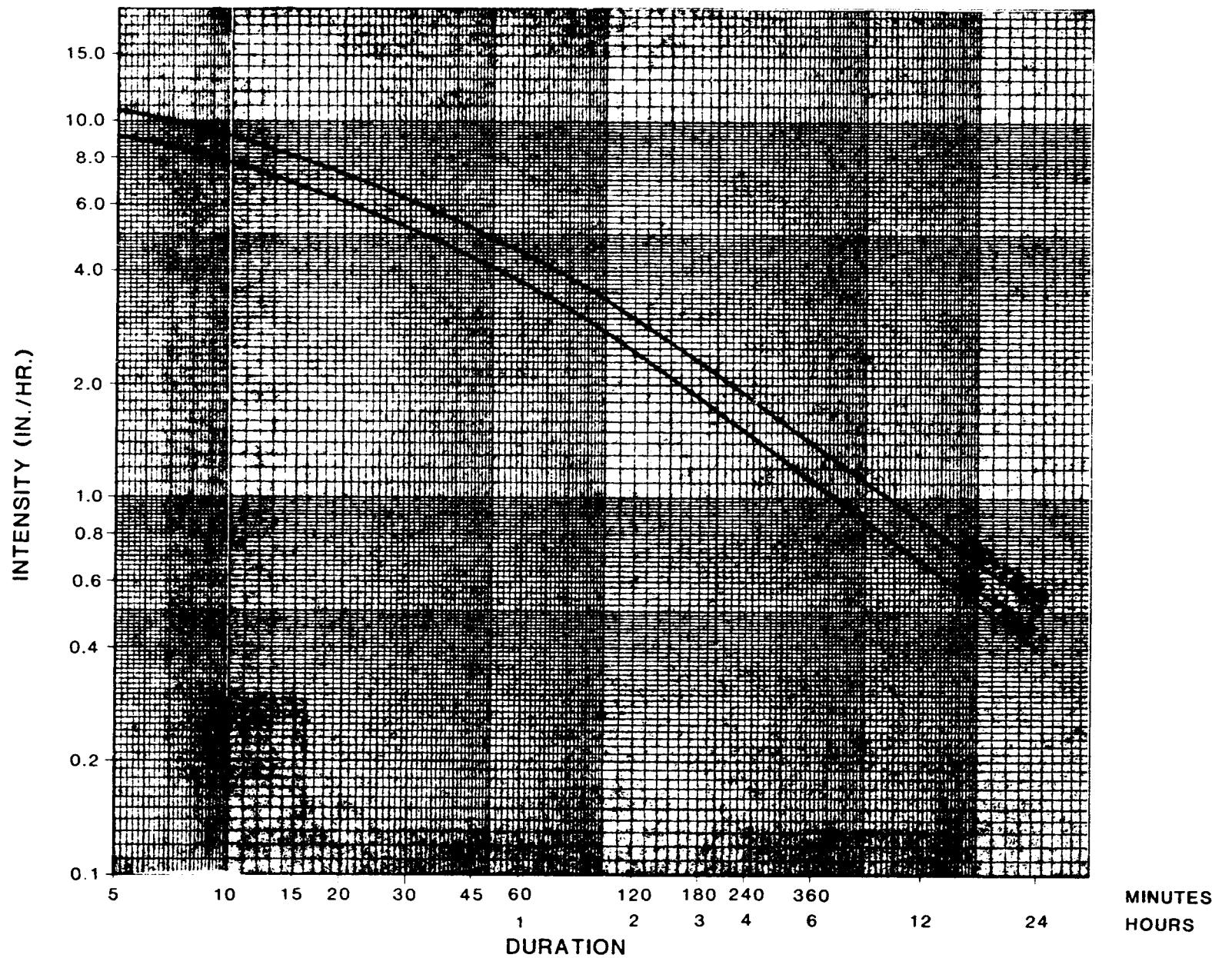
NOVEMBER 1987 EXHIBIT 2-5



AVERAGE VELOCITIES FOR ESTIMATING TRAVEL TIME
FOR OVERLAND FLOW
FOR FORT BEND COUNTY, TEXAS

Source: Urban Hydrology for Small Watersheds, Technical Release No. 55, Soil Conservation Service, January, 1975.

August 1986	FIGURE 2-6



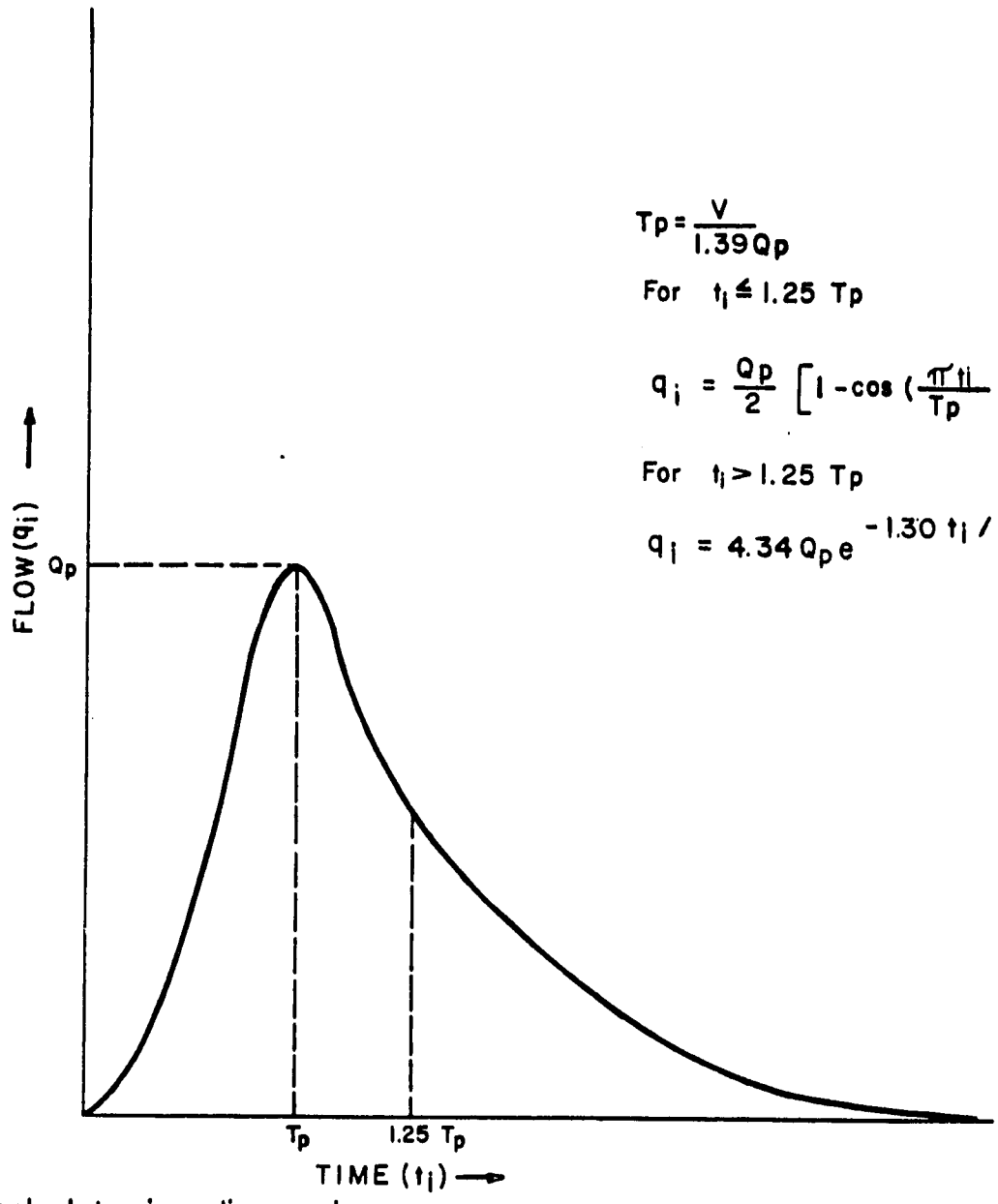
RAINFALL INTENSITY/DURATION CURVES FOR FORT BEND COUNTY , TEXAS

AS PER ORIGINAL

00505
0034

DEVELOPED FROM TP-40 AND HYDRO-35

JULY 1987 FIGURE 2-7



$$T_p = \frac{V}{1.39 Q_p}$$

For $t_i \leq 1.25\ T_p$

$$q_i = \frac{Q_p}{2}\left[1 - \cos\left(\frac{\pi t_i}{T_p}\right)\right]^*$$

For $t_i > 1.25\ T_p$

$$q_i = 4.34\, Q_p\, e^{-1.30\, t_i / T_p}$$

* With calculator in radian mode.

MALCOM'S METHOD OF HYDROGRAPH DEVELOPMENT

SOURCE: Criteria Manual For Design of Flood Control and Drainage Facilities in Harris County, Texas February, 1984

JULY 1987 FIGURE 2-8

```
****************************************
*                                      *
*  FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *
*            FEBRUARY 1981             *
*          REVISED 04 NOV 81           *
*                                      *
* RUN DATE  09/05/86    TIME  10:21:59 *
*                                      *
****************************************
```

```
****************************************
*                                      *
*  U.S. ARMY CORPS OF ENGINEERS        *
* THE HYDROLOGIC ENGINEERING CENTER    *
*         609 SECOND STREET            *
*      DAVIS, CALIFORNIA 95616         *
* (916) 440-3285 OR (FTS) 448-3285     *
*                                      *
****************************************
```

```
X     X  XXXXXXX   XXXXX          X
X     X  X        X     X        XX
X     X  X        X               X
XXXXXXX  XXXX     X        XXXXX  X
X     X  X        X               X
X     X  X        X     X         X
X     X  XXXXXXX   XXXXX         XXX
```

THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE. THE DEFINITION OF -AMSKK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. SEE SEPTEMBER 1981 INPUT DESCRIPTION FOR NEW DEFINITIONS.

00508

0034

```
LINE          ID.......1.......2.......3.......4.......5.......6.......7.......8.......9......10
   1          ID     FIGURE 2-2 EXAMPLE WATERSHED FOR FORT BEND COUNTY DRAINAGE MANUAL
   2          ID     CALCULATION OF STORM RUNOFF HYDROGRAPH USING THE CLARK UNIT
   3          ID     HYDROGRAPH AND THE CLARK COEFFICIENTS
   4          IT      10 17MAR86    1200     300
   5          IO       4

   6          KK       1   POINT OF INTREST FOR EXAMPLE WATERSHED
   7          BA    2.13
   8          PH       1       0    0.90    2.01    4.55    6.05    6.85    8.40   10.45   12.50
   9          LE     0.5      0.     3.0     0.6   19.95
  10          UC    2.18    1.58
  11          ZZ
```

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****************************************
*                                      *
*  FLOOD HYDROGRAPH PACKAGE  (HEC-1)   *
*            FEBRUARY 1981             *
*          REVISED 04 NOV 81           *
*                                      *
* RUN DATE  09/05/86    TIME  10:21:59 *
*                                      *
****************************************
```

```
****************************************
*                                      *
*   U.S. ARMY CORPS OF ENGINEERS       *
*  THE HYDROLOGIC ENGINEERING CENTER   *
*          609 SECOND STREET           *
*       DAVIS, CALIFORNIA 95616        *
*  (916) 440-3285 OR (FTS) 448-3285    *
*                                      *
****************************************
```


FIGURE 2-2 EXAMPLE WATERSHED FOR FORT BEND COUNTY DRAINAGE MANUAL
CALCULATION OF STORM RUNOFF HYDROGRAPH USING THE CLARK UNIT
HYDROGRAPH AND THE CLARK COEFFICIENTS

```
5 IO        OUTPUT CONTROL VARIABLES
                 IPRNT          4  PRINT CONTROL
                 IPLOT          0  PLOT CONTROL
                 QSCAL         0.  HYDROGRAPH PLOT SCALE

  IT        HYDROGRAPH TIME DATA
                  NMIN         10  MINUTES IN COMPUTATION INTERVAL
                 IDATE    17MAR86  STARTING DATE
                 ITIME       1200  STARTING TIME
                    NQ        300  NUMBER OF HYDROGRAPH ORDINATES
                NDDATE    19MAR86  ENDING DATE
                NDTIME       1350  ENDING TIME

             COMPUTATION INTERVAL    0.17 HOURS
                  TOTAL TIME BASE   49.83 HOURS

      ENGLISH UNITS
          DRAINAGE AREA          SQUARE MILES
          PRECIPITATION DEPTH    INCHES
          LENGTH, ELEVATION      FEET
          FLOW                   CUBIC FEET PER SECOND
          STORAGE VOLUME         ACRE-FEET
          SURFACE AREA           ACRES
          TEMPERATURE            DEGREES FAHRENHEIT


*** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** ***

          **************
          *            *
  6 KK    *        1   *       POINT OF INTREST FOR EXAMPLE WATERSHED
          *            *
          **************

          SUBBASIN RUNOFF DATA

  7 BA       SUBBASIN CHARACTERISTICS
                 TAREA        2.13  SUBBASIN AREA

             PRECIPITATION DATA

  8 PH                              DEPTHS FOR   1-PERCENT HYPOTHETICAL STORM
             ..... HYDRO-35 ......   ............... TP-40 ...............   ........... TP-49 ...........
```

5-MIN	15-MIN	60-MIN	2-HR	3-HR	6-HR	12-HR	24-HR	2-DAY	4-DAY	7-DAY	10-DAY
0.90	2.01	4.55	6.05	6.85	8.40	10.45	12.50	0.00	0.00	0.00	0.00

STORM AREA = 2.13

9 LE EXPONENTIAL LOSS RATE

STRKR	0.50	INITIAL VALUE OF LOSS COEFFICIENT
DLTKR	0.00	INITIAL LOSS
RTIOL	3.00	LOSS COEFFICIENT RECESSION CONSTANT
ERAIN	0.60	EXPONENT OF PRECIPITATION
RTIMP	19.95	PERCENT IMPERVIOUS AREA

10 UC CLARK UNITGRAPH

TC	2.18	TIME OF CONCENTRATION
R	1.58	STORAGE COEFFICIENT

SYNTHETIC ACCUMULATED-AREA VS. TIME CURVE WILL BE USED

***

UNIT HYDROGRAPH PARAMETERS

CLARK TC= 2.18 HR, R= 1.58 HR

SNYDER TP= 1.91 HR, CP= 0.66

UNIT HYDROGRAPH
58 END-OF-PERIOD ORDINATES

12.	46.	93.	148.	207.	269.	332.	389.	433.	465.
483.	487.	475.	441.	397.	358.	322.	290.	261.	234.
211.	190.	171.	154.	138.	124.	112.	101.	91.	82.
73.	66.	59.	53.	48.	43.	39.	35.	32.	28.
26.	23.	21.	19.	17.	15.	14.	12.	11.	10.
9.	8.	7.	6.	6.	5.	5.	4.		

RUNOFF SUMMARY
FLOW IN CUBIC FEET PER SECOND
TIME IN HOURS, AREA IN SQUARE MILES

OPERATION	STATION	PEAK FLOW	TIME OF PEAK	AVERAGE FLOW FOR MAXIMUM PERIOD 6-HOUR	24-HOUR	72-HOUR	BASIN AREA	MAXIMUM STAGE	TIME OF MAX STAGE
HYDROGRAPH AT	1	2404.	14.00	1385.	472.	229.	2.13		

*** NORMAL END OF HEC-1 ***

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3.0 OPEN CHANNEL FLOW

3.1 GENERAL

This section summarizes the practical considerations, technical principles, and criteria necessary for proper design of open channels. The analysis of open channel flow also aids in determining other flow-related concerns, such as, culvert tailwater depths, time of concentration calculations (travel times), and flood elevations.

In a major drainage system, open channels offer significant advantages over closed conduits in regard to cost, flow capacity, flood storage, recreation, and aesthetics. However, open channels require considerable right-of-way and maintenance. Careful consideration must be given in the design process to insure that disadvantages are minimized and the benefits maximized. When a design approach not covered in this manual is to be used, it should be reviewed and discussed with the Fort Bend County Drainage District Engineer prior to commencing significant portions of the design effort.

3.2 OPEN CHANNEL HYDRAULICS - AN OVERVIEW

Flow conditions in an open channel are characterized as steady or unsteady, uniform or varied, subcritical or supercritical.

3.2.1 Steady or Unsteady Flow

Steady flow occurs when the velocity of successive fluid particles at a particular location is the same for successive periods of time. Thus, the velocity is constant with respect to time ($\frac{dv}{dt}=0$) although it may vary at different locations in the channel. This statement implies that the flow rate Q must also be constant with respect to time. For unsteady flow, the velocity at a particular point is not

constant with respect to time. For the purposes of design, all flows may be assumed to be steady.

3.2.2 Uniform Flow

Uniform flow occurs when the magnitude and direction of the velocity are not changing ($\frac{dv}{dx}=0$) from location to location in the channel. This statement implies that the depth of flow is also not changing with respect to distance along the channel.

A true state of uniform flow is difficult to obtain under most conditions. Nevertheless, when a channel is sufficiently long and sufficiently unchanging such that the flow depth is not changing (i.e. the channel resistance and gravity forces can be considered to be balanced), the flow may be assumed to be uniform for design purposes.

3.2.3 Varied Flow

When the physical configuration, slope, or surface roughness of a channel changes, or when a disturbance such as a weir or bridge embankment is introduced in the channel, the depth and velocity of the flow will vary along the channel in the vicinity of the disturbance. If the degree of change is small enough that a hydrostatic pressure distribution can be assumed in the flow, then the flow is considered to be gradually varied. If the degree of change is so large that the pressure distribution is no longer hydrostatic at the point of change, then the flow profile is rapidly varied and must be analysed on a site specific basis.

3.2.4 Subcritical or Supercritical Flow

The celerity of small gravity waves in a shallow channel is given by the term $(gy)^{1/2}$ where y is the depth. When the velocity of flow in a channel exceeds this

value, the flow is supercritical. When it is less than this value, the flow is subcritical. Supercritical flow is generally characterized by high velocities and shallow depths, while subcritical flow is characterized by slower velocities and greater depths. The most important distinction between these two states of flow is that the effect of a disturbance in the channel, such as a bridge constriction, cannot be propagated upstream in supercritical flow as it can in subcritical flow. Therefore, subcritical flow is controlled by downstream channel conditions while supercritical flow is controlled by upstream channel conditions.

3.2.5 Critical Depth

When the velocity of flow in a channel is equivalent to the velocity of a gravity wave $(gy)^{1/2}$, critical flow at critical depth exists. Flow at or around critical is characterized by instability and should be avoided in channel design except at specific flow transition points such as weirs and sluice gates. Near critical flow, small changes in hydraulic conditions will cause exaggerated changes in depth and velocity.

The critical depth for a given channel configuration and flow rate can be determined using the following procedure:

From open channel hydraulics theory it is given that specific energy ($E = y + v^2/2g$) is at a minimum when the depth is critical. By differentiating the expression for specific energy and further manipulating the resulting equation, the depth (y) becomes critical depth (y_c) and the following expression is obtained for application to a trapezoidal channel:

$$Q/(g)^{1/2} = \frac{(b(y_c) + z(y_c)^2)^{3/2}}{(b + 2zy_c)^{1/2}} \qquad (3\text{-}1)$$

where b = channel bottom width (ft)

g = acceleration of gravity (32.2 ft/sec^2)

y_c = critical depth (ft)

Q = discharge (cfs)

z = channel sideslope where z equals the horizontal displacement for one unit of vertical displacement.

Thus, if Q, z, and b are known, the critical depth can be determined by solving Equation 3-1 to find y_c by trial.

3.2.6 Manning's Equation

Manning's equation is an empirical equation which relates friction slope, flow depth, channel roughness, and channel cross-sectional shape to flow rate. The friction slope is a measure of the rate at which energy is being lost in the flow to channel resistance. When the channel slope and the friction slope are equal ($S_f = S_o$) the flow is uniform and Manning's equation may be used to determine the depth for uniform flow (normal depth).

Manning's equation is as follows:

$$V = \frac{1.49}{n} R^{2/3} S_f^{1/2} \qquad (3\text{-}2)$$

or

$$Q = \frac{1.49}{n} AR^{2/3} S_f^{1/2} \qquad (3\text{-}3)$$

where Q = total discharge (cfs)

V = velocity of flow (ft/sec)

n = Manning's coefficient of roughness

A = cross-sectional area of the flow (ft^2)

R = hydraulic radius of the channel (ft) (flow area/wetted perimeter)

S_f = friction slope, the rate at which energy is lost due to channel resistance

Figure 3-1 provides a nomograph for the solution of Equation 3-2.

Normal depth may be determined by using Equation 3-3. The area (A) and the hydraulic radius (R) are written in terms of the depth (y_o). Knowing the discharge (Q), Manning's "n" value, and the channel slope (S_o), Equation 3-3 can be solved by trial to find normal depth (y_o). Figure 3-2 provides a nomograph for the solution of Equation 3-3 for trapezoidal channels.

3.2.6.1 Manning's "n" Value

Manning's "n" value is an experimentally derived constant which represents the effect of channel roughness in the Manning's equation. Considerable care must be given to the selection of an appropriate "n" value for a given channel due to its significant effect on the character of the flow. Table 3-1 provides a listing of "n" values for various channel conditions . Table 3-2 presents a method to compute a roughness coefficient based on various channel characteristics.

3.3 CHANNEL DESIGN

The proper hydraulic design of a channel is of primary importance to insure that nuisance drainage conditions, flooding, sedimentation and erosion problems do not occur. The following general criteria should be utilized in the design of open channels.

3.3.1 Design Frequency

All Fort Bend County open channels shall be designed to contain the runoff from the 100-year frequency 24-hour duration storm within the right-of-way while providing one foot of freeboard. In those cases where channel modifications are necesary to control increased flows from proposed development, proposed water surface profiles are restricted such that the 100-year flood profile under existing

conditions shall not be increased. In addition, the channel must be designed to have sufficient freeboard to provide for adequate drainage of lateral storm sewers during the 25-year storm. If the capacity of the existing channel downstream of the project is less than the 100-year design discharge, consideration shall be given for more frequent events to ensure that the frequency of downstream flooding is not increased.

3.3.2 Required Analyses

The following information must be submitted to the Fort Bend County Drainage District Engineer for the design of open channels.

1. A vicinity map of the site and subject reach. The subject reach is defined as the stretch of channel necessary for any altered flow profile to match the upstream and downstream existing profiles.

2. A detailed map of the area and subject reach with all pertinent physiographic information.

3. A watershed map showing the existing and proposed drainage area boundary along with all subarea delineations and all areas of existing or proposed development.

4. Discharge calculations specifying methodology and key assumptions used including discharges at key locations.

5. Hydraulic calculations specifying methodology used. All assumptions and values of the design parameters must be clearly stated.

6. A profile of the subject reach which includes the following:

   a. All pertinent water surface profiles. This will minimally include the 25- and 100-year frequency floods for both existing and proposed channel conditions.

b. All existing and proposed bridge, culvert and pipeline crossings.

c. The location of all tributary and drainage confluences.

d. The location of all hydraulic structures (e.g. dams, weirs, drop structures, etc.).

7. A map delineating existing and proposed rights-of-way.

8. Benchmark, elevation, datum and year of adjustment.

9. Typical existing and proposed cross-sections.

10. A soils report which addresses erosion and slope stability.

3.3.3 Design Considerations

The path taken by an existing, naturally-carved channel often represents the most logical general pathway of flow. For runoff rates associated with undeveloped conditions, the natural channel is largely stable against erosion and is topographically efficient in draining adjacent land. In light of this, it is logical that the engineer should consider taking advantage of naturally carved drainageways when locating and designing open channels.

Although there are numerous channel designs available to the engineer, a judicious design must conform to certain hydraulic, aesthetic, and safety-related standards. In situations where the use of a natural drainage course is infeasible, the engineer must choose between an earthen channel or a lined channel. Grassed channels generally produce lower flow velocities and greater channel storage. They are, in most cases, aesthetically and economically superior to concrete or riprap-lined waterways. However, grass-lined channels require more right-of-way, are vulnerable to erosion, and must be continually maintained. They can also have problems with side slope stability and/or sediment deposition.

In areas where land values are extremely high, or right-of-way is limited, concrete or riprap-lined channels may be the design of choice. However, concrete channels can be significantly more expensive. In addition, they tend to move water faster and store less water possibly resulting in higher peak discharges downstream.

3.3.3.1 Optimal Design Flow Characteristics

When designing a channel, the following flow considerations should be addressed:

Velocity - Excessive velocities can cause erosion and may pose a threat to safety. Velocities which are too low may allow sediment deposition and subsequent channel clogging. Table 3-3 provides average and maximum allowable velocities based on the 25-year flow. Minimum velocities are those produced by a channel invert slope of 0.05 percent.

Flow Depth - Deep channels are generally difficult to maintain and can be hazardous. Therefore, design depths should be as shallow as practical while allowing enough depth to accommodate future storm sewer systems.

Freeboard - Since there is no universally accepted rule governing the amount of freeboard required for a channel, selection of a safe amount should be based on confidence in the design discharge estimates, stability of the flow profile and the expected damage from water overflowing channel banks. A minimum value of one foot is required to provide the needed safety. The necessity for additional freeboard shall be considered on the outside channel edge along curves.

3.3.3.2 Optimal Channel Configuration Characteristics

When designing a channel, the following guidelines for the physical configuration of the channel should be observed:

Invert Slope - Slope of the channel invert is generally governed by topography and the energy head required for flow. Since invert slope directly affects channel velocities, channels should have sufficient grade to prevent significant siltation but grades should not be so large as to create erosion problems. In Fort Bend County, the minimum recommended channel invert slope shall be 0.05 percent. Topographic conditions may necessitate a flatter slope in certain areas and prior discussions with the Fort Bend County Drainage District Engineer is suggested. The maximum channel invert shall be limited by maximum flow velocities as given in Table 3-3. Appropriate channel drop structures may be used to limit channel invert slope in steep areas.

Side Slope - In grass-lined channels, normal maximum slope is 3 (horizontal):1 (vertical), which is also the practical limit for mowing equipment. In some areas, sideslopes flatter than 3:1 may be necessary due to local soil conditions.

Bottom Width - In grass-lined channels the minimum channel bottom width should be six feet. In concrete-lined channels the minimum bottom width should be eight feet.

Curvature - In general, centerline curves should be as gradual as possible and not have a radius of less than three times the design flow top width unless erosion protection is provided, and not less than 100 feet. The maximum curvature for any man-made channel should be 90°.

Manning's "n" Value - The following values of the Manning's roughness coefficient should be used in man-made channels. Alternative values should be discussed with the Fort Bend County Drainage District Engineer.

Channel Cover	"n" value
grass-lined	0.04
concrete-lined	0.015
riprap-lined	0.04

Confluences - The angle of intersection between the tributary and main channels should be between 15° and 45°. Angles in excess of 45° are permissible but are discouraged. Angles in excess of 90° are not permitted.

Transitions - Expansions and contractions should be designed to create minimal flow disturbance and thus minimal energy loss. Transition angles should be less than 12 degrees. When connecting rectangular to trapezoidal channels, a warped or wedge-type transition is recommended.

3.3.4 Minimum Requirements for Channel Design

The minimum requirements for the design of various type channels have been taken from the Criteria Manual for Design of Flood Control and Drainage Facilities in Harris County, Texas, (February, 1984) and are also applicable to Fort Bend County. Requirements for grass-lined and concrete-lined channels are listed in the following sections.

3.3.4.1 Grass-Lined Channels

The following are minimum requirements to be used in the design of all grass-lined channels:

1. Maximum side slopes shall be 3:1. Slopes flatter than 3:1 may be necessary in some areas due to local soil conditions.

2. Minimum bottom width is six (6) feet.

3. A minimum maintenance berm is required on both sides of the channel of between 15 and 30 feet depending upon channel size. For top widths of 30 feet or less, 15-foot berms are acceptable, for top widths between 30 and 60 feet, 20-foot berms are required, and for top widths of 60 feet or greater, 30-foot berms are required along both sides of the channel. The elevation of the top of the berm should be at natural ground along the channel reach. See Table 3-4.

4. Backslope interceptor structures are necessary at a maximum of 800 foot intervals to prevent sheet flow over the ditch side slopes.

5. Channel slopes must be revegetated immediately after construction to minimize erosion.

6. Flow from roadside ditches must be conveyed to the channel through a roadside ditch interceptor structure and pipe. See ditch interceptor structure and pipe detail, Figure 5-4.

7. Unless waived by the Fort Bend County Drainage District Engineer, a geotechnical investigation and report must be provided.

3.3.4.2 Concrete-Lined Trapezoidal Channels

All partially or fully concrete-lined trapezoidal channels must meet or exceed the following minimum design requirements:

1. All concrete shall be Class A concrete unless noted otherwise.

2. Fully lined cross-sections shall have a minimum bottom width of eight (8) feet.

3. Concrete slope protection placed on 3:1 side slopes shall have a minimum thickness of 4 inches and minimum 6 x 6 x W2.9 x W2.9 welded wire fabric or equivalent reinforcing.

4. Concrete slope protection placed on 2:1 side slopes shall have a minimum thickness of 4-inches and minimum 6 x 6 x W4.0 x W4.0 welded wire fabric or equivalent reinforcing.

5. Concrete slope protection placed on 1.5:1 slopes should have a minimum thickness of 5-inches and minimum 4 x 4 x W4.0 x W4.0 reinforcement or equivalent. Cast-in-place concrete sideslopes should not be steeper than 1.5:1.

6. All slope paving shall include a minimum 18-inch toe wall at the top and sides and a 24-inch toe wall across or along the channel bottom for clay soils. In sandy soils, a 36-inch toe wall is recommended across the channel bottom.

7. In instances where the channel is fully lined, backslope drainage structures may not be required. Partially lined channels will require backslope drainage structures.

8. Weep holes shall be used to relieve hydrostatic head behind lined channel sections. The specific type, spacing and construction method for the weep holes will be based on the recommendations of the geotechnical report.

9. Where construction is to take place under conditions of mud and/or standing water, a seal slab of Class C concrete shall be placed in channel bottom prior to placement of concrete slope paving.

10. Control joints shall be provided at approximately twenty-five feet on center. The use of a sealing agent shall be utilized to prevent moisture infiltration.

3.3.4.3 Rectangular Concrete Pilot Channels

In areas where it is necessary to use a vertical-walled rectangular section the following minimum requirements are to be addressed:

1. All concrete shall be Class A concrete unless noted otherwise.

2. The structural steel design should be based on ASTM A 615, Grade 60 steel.

3. Minimum bottom width shall be eight (8) feet.

4. For bottom widths twelve (12) feet or greater, the channel bottom shall be graded at 1% toward the channel center line. (Differs from Harris County criteria.)

5. Minimum height of vertical walls shall be four (4) feet. Heights above this shall be in two (2) foot increments. Exceptions shall be on a case by case basis.

6. Escape stairways shall be located at the upstream side of all street crossings, but not to exceed 1,400 feet intervals.

7. For rectangular concrete pilot channels with grass side slopes, the top of the vertical wall should be constructed to allow for future placement of concrete slope paving.

8. Weep holes should be used to relieve hydrostatic pressures. The specific type, spacing and construction method for the weep holes will be based on the recommendations of the geotechnical report.

9. Where construction is to take place under conditions of mud and/or standing water a seal slab of Class C concrete should be placed in channel bottom prior to placement of concrete slope paving.

10. Concrete pilot channels may be used in combination with slope paving or a maintenance shelf. Horizontal paving sections should be analyzed as one way paving capable of supporting maintenance equipment having a concentrated wheel load of up to 1,350 lbs.

11. Control joints shall be provided at approximately twenty-five feet on center. The use of a sealing agent shall be utilized to prevent moisture infiltration.

3.4 EROSION

Erosion protection is necessary to insure that channels maintain their capacity and stability and to avoid excessive transport and deposition of eroded material. The three main parameters which affect erosion are vegetation, soil type and the magnitude of flow velocities and turbulence. In general, silty and sandy soils are the most vulnerable to erosion.

The necessity for erosion protection should be anticipated in the following settings:

1. Areas of channel curvature, especially where the radius of the curve is less than three times the design flow top width.

2. Around bridges where channel transitions create increased flow velocities.

3. When the channel invert is steep enough to cause excessive flow velocities.

4. Along grassed channel side slopes where significant sheet flow enters the channel laterally.

5. At channel confluences.

6. In areas where the soil is particularly prone to erosion.

Sound engineering judgement and experience should be used in locating areas requiring erosion protection. It is often prudent to analyze potential erosion sites following a significant flow event to pinpoint areas of concern.

3.4.1 Minimum Erosion Protection Requirements

Minimum requirements for Fort Bend County are as follows:

Confluences - Figure 3-3 presents the minimum requirements for determining when erosion protection or channel lining are necessary given the angle of the confluence. A healthy cover of grass must also be established above the top edge of the lining extending to the top of the bank. The top edge of the lining shall extend to the 25-year water surface elevation.

Bends - When required, erosion protection must extend along the outside bank of the bend and at least 20 feet downstream of it. Additional protection on the channel bottom and inside bank, or beyond 20 feet

downstream, will be required if maximum allowable velocities are exceeded. See Table 3-3.

Culverts - In areas where outlet velocities exceed five feet per second on to a grass-lined channel, channel lining or an energy dissipation structure will be required.

Outfalls - Erosion protection will be necessary in areas of high turbulence or velocity as typically found at the outfall of backslope drains, roadside ditches, and storm sewers into the main channel. See Figures 3-4, 3-5, 3-6 and 3-7 for typical pipe and storm sewer outfall details.

3.4.2 Structural Erosion Controls

When flow velocities exceed those allowed in Table 3-3 or when soils are deemed excessively erosive by a geotechnical engineer, acceptable structural erosion control shall be provided. The slope protection must extend up the channel bank at least to the elevation of the 25-year flood level.

3.4.2.1 Riprap

The use of riprap is encouraged because of its proven past performance, its flexibility, and its high Manning's "n" value (approximately 0.04). Riprap is defined as broken concrete rubble or well-rounded stone. A discussion of riprap design can be found in Hydraulic Design of Flood Control Channels, EM 1110-2-1601, U.S. Department of the Army, Corps of Engineers, July 1970.

Minimum requirements and criteria for riprap installation in Fort Bend County have been taken from the Criteria Manual for Design of Flood Control and Drainage Facilities in Harris County, Texas, (February 1984) and are as follows:

1. Minimum mat thickness is 18 inches.
2. 80-pound to 150-pound blocks, evenly graded.
3. Minimum 6-inch thickness per block.
4. No exposed steel in broken concrete rubble.
5. Thickness of layer at toe of slope should be increased below the anticipated scour depth.
6. Maximum steepness of the side slope, 2 (horizontal) to 1 (vertical).
7. Gravel bedding or filter fabric required for extensive installations or where warranted by soil conditions.

3.4.2.2 Concrete Slope Paving

Minimum requirements for partially or fully concrete-lined channels are presented in Section 3.3.

3.4.2.3 Backslope Drainage Systems

The use of backslope drains and swales is required in Fort Bend County. These systems collect overland flow from channel overbanks and other areas not draining to the storm sewer collection system. Their purpose is to prevent excessive overland flow from eroding grass-lined channel side slopes as it enters the channel. Subject to County approval, backslope drains may not be required in undeveloped or sparsely developed areas.

The design engineer should carefully consider the drainage area to be intercepted by such systems, particularly when the channel passes through large areas of undeveloped acreage where large quantities of naturally occurring sheet flow could overload the backslope swale and drainage system. In these areas, drain spacing and backslope drainage pipe requirements may have to be greater than the minimums discussed below. Refer to Figure 3-4 for backslope drain design.

Documentation of drainage area for each backslope drain system as well as hydraulic pipe and swale sizing calculations must be provided by the engineer.

General requirements for backslope drains and swales have been taken from the Criteria Manual for Design of Flood Control and Drainage Facilities in Harris County, Texas, (February 1984) and are as follows:

1. Minimum backslope drain pipe shall be 24" in diameter.

2. Maximum spacing is 800 feet (or 400 feet to the swale high point).

3. The drain structure and swale centerline should be five feet inside the channel right-of-way line.

4. Minimum design depth in swale is 0.5 feet.

5. Maximum design depth in swale is 2.0 feet.

6. Minimum gradient for swale invert is 0.2%.

7. Swale should have a maximum sideslope of 1.5:1.

3.4.2.4 Sloped Drops

Sloped drop structures are recommended when the required drop elevation is small, generally 1-4 feet. They tend to be the most economical and topographically versatile means to accomplish a drop. Sloped drops should be no steeper than 2:1 and no flatter than 4:1.

Sloped drops shall be constructed of concrete slope paving or of cellular concrete articulated mats. Riprap or an appropriate alternate erosion protection shall be provided upstream and downstream of the drop.

When subcritical flow approaches a drop, depth decreases and velocity increases as the flow nears critical. Accordingly, appropriate erosion protection must be provided sufficiently upstream such that flow velocities are not excessive in any unprotected reach of channel. The minimum recommended distance is 20 feet.

Downstream of the drop, the required length for protection is dependent on the length of the hydraulic jump. As a rough estimate the jump length may be assumed equal to q/2, one-half of the design flow per unit width of channel. The use of riprap or a combination of riprap and concrete slope paving is recommended downstream of the drop to force the jump closer to the drop. A minimum of 20 feet of riprap is required downstream of any slope paving used at a drop structure to help reduce velocities and protect the concrete toe. The minimum recommended apron length is 40 feet.

3.4.2.5 Baffled Chutes

Baffled chutes are used in drainageways when a relatively large change in elevation is necessary. The baffle blocks prevent undue acceleration of the flow as it passes down the chute. Baffled chutes are generally laid out on a 2:1 slope (no steeper) and can be designed to discharge up to 60 cfs per foot of channel width. The lower end of the chute is constructed to below streambed level and backfilled as necessary thereby minimizing degradation or scour of the streambed. No tailwater or stilling basin is required as velocities will remain moderate.

The following simplified step-by-step procedure taken from the U.S. Department of the Interior Bureau of Reclamation publication, Progress Report V - Research Study on Stilling Basins, Energy Dissipators, and Associated Apurtenances, Section 9, Hydraulic Laboratory Report No. Hyd-445, April 28, 1961 and is recommended for the design of baffled chutes. For a more detailed discussion, the engineer is referred to U.S. Department of the Interior Bureau of Reclamation publication, Hydraulic Design of Stilling Basins and Energy Dissipators, Engineering Monograph No. 25.

Step-By-Step Design Procedure:

1. The baffled apron should be designed for the 100-year discharge, Q.

2. The unit discharge $q = \frac{Q}{W}$ may be as high as 60 cubic feet per second per foot of chute width, W. Less severe flow conditions at the base of the chute exist for 35 cubic feet per second and a relatively mild condition occurs for unit discharges of 20 cubic feet per second and less.

3. Entrance velocity, V_1, should be as low as practical. Ideal conditions exist when $V_1 = (gq)^{1/3} - 5$ (See Curve D, Figure 3-8). Flow Conditions are not acceptable when $V_1 = (gq)^{1/3}$ (See Curve C, Figure 3-8).

4. The vertical offset between the approach channel floor and the chute is used to create a stilling pool or desireable V_1 and will vary in individual installations; Figure 3-9 shows a typical approach pool. Use a short radius curve to provide a crest on the 2:1 sloping chute. Place the first row of baffle piers close to the top of the chute no more than 12 inches in elevation below the crest.

5. The baffle pier height, H, should be about 0.8 D_c (see Curve B, Figure 3-8). The critical depth on the rectangular chute is $D_c = (q^2/g)^{1/3}$ (see Curve A, Figure 3-8). Baffle pier height is not a critical dimension but should not be less than recommended. The height may be increased to 0.9 D_c.

6. Baffle pier widths and spaces should be equal, preferably about 3/2 H, but not less than H. Other baffle pier dimensions are not

critical; suggested cross section is shown in Figure 3-9. Partial blocks, width 1/3 H to 2/3 H, should be placed against the training walls in Rows 1, 3, 5, 7, etc., alternating with spaces of the same width in Rows 2, 4, 6, etc.

7. The slope distance between rows of baffle piers should be 2 H, twice the baffle height H. When the baffle height is less than 3 feet, the row spacing may be greater than 2 H but should not exceed 6 feet.

8. The baffle piers are usually constructed with their upstream faces normal to the chute surface; however, piers with vertical faces may be used. Vertical face piers tend to produce more splash and less bed scour, but differences are not significant.

9. Four rows of baffle piers are required to establish full control of the flow, although fewer rows have operated successfully. Additional rows beyond the fourth maintain the control established above, and as many rows may be constructed as is necessary. The chute should be extended to below the normal downstream channel elevation. At least one row of baffles should be buried in the backfill.

10. The chute training walls should be three times as high as the baffle piers (measured normal to the chute floor) to contain the main flow of water and splash. It is impractical to increase the wall heights to contain all the splash.

11. Riprap consisting of 6- to 12-inch stones should be placed at the downstream ends of the training walls to prevent eddies from undermining the walls.

3.5 WATER SURFACE PROFILES

The state of flow in a channel is at all times either uniform, gradually varied, or rapidly varied. A different method for determining water surface profiles is applicable to each of these conditions of flow.

3.5.1 Uniform Flow

When a section of channel is sufficiently long and unchanging such that the flow depth is not changing (i.e. the forces of gravity and channel resistance can be considered balanced), then the flow profile can be analysed assuming uniform flow. Under these circumstances, the depth, which is constant, can be determined with Manning's equation (see Section 3.2.6.).

3.5.2 Gradually Varied Flow

In the majority of channel flow situations, the state of flow is gradually varied. In other words, the depth is gradually changing with longitudinal distance along the channel due to an imbalance between the forces of gravity and channel resistance.

The recommended means for determining flow profiles under these conditions is with the standard step method. The standard step method is an iterative process in which the one-dimensional energy equation is solved to find the water surface elevation at a cross-section. Manning's equation is utilized to determine channel losses due to friction. Losses due to channel non-uniformities are usually calculated with empirical coefficients.

A widely accepted computer model for calculating gradually varied flow profiles is the U.S. Army Corps of Engineers' program HEC-2, Water Surface Profiles. The HEC-2 model can readily accomodate modifications in channel design

and losses at bridges, culverts, drop structures, and transitions. The program begins computation at a cross section of known or estimated water surface elevation and proceeds upstream for subcritical flow, and downstream for supercritical flow.

The following general guidelines should be followed with the use of the HEC-2 computer program:

1. Cross-sections should be spaced such that the channel configuration between them is largely uniform. In areas where channel properties are rapidly changing, the distance between cross-sections should be appropriately less.

2. The accuracy of the flow profile is largely dependant on a correct determination of the starting water surface elevation, especially in the vicinity of the first cross-section. The best method of determining starting water surface elevation is with a known rating curve or from past backwater studies. The least favorable is the slope-area method which determines normal depth given the friction slope and discharge. It is important to begin water surface profile analyses a significant distance downstream of the point(s) of interest for subcritical flow and upstream of the point(s) of interest for supercritical flow.

3. Errors can occur with the improper handling of energy losses, thus loss coefficients should be chosen carefully. The engineer should carefully select a particular bridge routine and understand its operation. If the independent hand calculation of a head loss can be accomplished more accurately, it should be input to the program. Proper care should be taken to ascertain that computed losses are reasonable.

3.5.3 Rapidly Varied Flow

When depth changes abruptly over a short distance the flow profile is rapidly varied. Rapidly varied flow is a local phenomenon which occurs in such areas as the contraction beneath a sluice gate, where the channel slope changes from mild to steep, where the flow passes over a weir, and in a hydraulic jump. Determination of the change of the flow profile at such locations must be carried out on a site specific basis by the engineer.

3.5.4 Energy Losses

Analysis of flow profiles in open channels must include proper consideration of energy losses due to local disturbances such as bridges, drop structures, transitions and confluences. In many cases, such head losses are adequately handled with empirical coefficients. When specific site conditions warrant a more careful analysis, or when a particular program cannot handle local losses, hand calculated losses may be utilized in the flow profile. The following guidelines should be followed for typical sources of nonfrictional energy loss.

3.5.4.1 Expansions and Contractions

Losses at transitions are generally expressed in terms of the absolute change in velocity head between downstream and upstream of the transition. The head loss is given by:

$$h_l = C\frac{(V_2^2 - V_1^2)}{2g} \qquad (3\text{-}4)$$

where h_l = head loss across the transition (ft)

C = empirical expansion or contraction coefficient

V_2, V_1 = average channel velocity (fps) of the downstream and

upstream sections, respectively

g = acceleration of gravity (32.2 ft/sec^2)

Typical transition loss coefficients for subcritical flow are as follows:

Transition	Coefficient	
	Contraction	Expansion
Gradual or warped	0.1	0.3
Bridge Sections, wedge, straight-lined	0.3	0.5
Abrupt or square-edged	0.6	0.8

Source: HEC-2 User's Manual.

The above transition loss coefficients are also adequate for general design with supercritical flow; however, the effects of standing waves and other considerations make exact determination of losses in supercritical flow difficult. Therefore, with important transitions, a more detailed analysis may be necessary (see Section 3.6).

3.5.4.2 Bends

The HEC-2 program does not make allowances for energy losses due to significant bends in the channel. In most cases, losses in channel bends are negligible. However, when the radius of a bend is less than three times the design top width of flow, energy losses due to the bend should be included in the backwater analysis. Such losses are expressed in terms of the velocity head multiplied by a loss coefficient and may be input to a computer run.

3.5.4.3 Bridges

There are numerous methods available to compute losses associated with flow through a bridge. Sources of energy loss in bridges include flow resistance, channel transitions, and direct obstructions to the flow such as piers. Each bridge should be examined individually to determine the best approach. The bridge routines found in HEC-2 are recommended for their versatility and flexibility. Brief descriptions of what they do and when they should be used are as follows:

Normal Bridge Method - The normal bridge method computes the water surface profile through the bridge in the same manner as in a natural river section except that the flow area and wetted perimeter are modified. The normal bridge method should be used when friction losses are the predominate consideration. This includes long culverts under low flow conditions and in cases where the bridge and abutments are small obstructions to the flow. Because the special bridge method requires a trapezoidal approximation of the bridge opening for low flow solutions, the normal bridge method can be used when the flow area cannot be reasonably approximated by a trapezoid. Also, when deeply submerged weir flow exists over a bridge, the normal bridge method is preferred.

Special Bridge Method - The special bridge method is capable of solving flow problems where losses are due primarily to factors other than friction. It uses different hydraulic formulas to compute losses depending on the existence of low flow, pressure flow, weir flow, or some combination of these at the bridge. Special care must be taken to ensure that the special bridge method is used properly and its results are reasonable. Whenever flow crosses critical depth in a structure, the special bridge method should be used.

The use of alternative means for computing bridge-related losses is encouraged when the engineer is properly aware of how and why such a strategy is appropriate and its results are reasonable.

3.6 SUPERCRITICAL TRANSITIONS

The design engineer should be aware that if flow through a transition is supercritical, standing waves will be generated and additional freeboard may be necessary to safely contain the flow. For a discussion of the analysis of supercritical flow in transitions, the engineer is referred to the U.S. Army Corps of Engineer's publication Hydraulic Design of Flood Control Channels, EM 1110-2-1601, July, 1970.

3.7 RIGHT-OF-WAY

The amount of right-of-way required for open channels shall be based on full development of the watershed and is dependent on channel top width and channel type (earthen or lined) as required to accommodate the discharge resulting from the 100-year, 24-hour rainfall event. Adequate area must be set aside for both the channel itself and the adjacent berm required for channel maintenance. Minimum right-of-way requirements for Fort Bend County include the channel from bank to bank plus the maintenance berm areas on both sides and shall be dedicated at the time of platting of the adjacent property. However, if additional right-of-way is required to serve upstream development prior to downstream platting, sufficient right-of-way must be dedicated to accommodate the improved channel and provide adequate maintenance berms. See Table 3-4.

3.8 UTILITY LINE CROSSINGS

Prior to design, the Fort Bend County Drainage District Engineer should be contacted for information pertaining to the ultimate channel cross-section and right-of-way. In addition, County approval must be obtained for all future utility lines crossing Fort Bend County flood control facilities.

All manholes required for the utility conduit shall be located outside of the ultimate Fort Bend County right-of-way.

TABLE 3-1

VALUES OF THE MANNING ROUGHNESS COEFFICIENT - "n"

Type of Channel and Description	Minimum	Normal	Maximum
A. Lined or Built-up Channels			
A1. Metal			
a. Smooth steel surface			
1. Unpainted	0.011	0.012	0.014
2. Painted	0.012	0.013	0.017
b. Corrugated	0.021	0.025	0.030
A2. Nonmetal			
a. Cement			
1. Neat, surface	0.010	0.011	0.013
2. Mortar	0.011	0.013	0.015
b. Wood			
1. Planed, untreated	0.010	0.012	0.014
2. Planed, creosoted	0.011	0.012	0.015
3. Unplaned	0.011	0.013	0.015
4. Plank with battens	0.012	0.015	0.018
5. Lined with roofing paper	0.010	0.014	0.017
c. Concrete			
1. Trowel finish	0.011	0.013	0.015
2. Float finish	0.013	0.015	0.016
3. Finished, with gravel on bottom	0.015	0.017	0.020
4. Unfinished	0.014	0.017	0.020
5. Gunite, good section	0.016	0.019	0.023
6. Gunite, wavy section	0.018	0.022	0.025
7. On good excavated rock	0.017	0.020	--
8. On irregular excavated rock	0.022	0.027	--
d. Concrete bottom float finished with sides of			
1. Dressed stone in mortar	0.015	0.017	0.020
2. Random stone in mortar	0.017	0.020	0.024
3. Cement rubble masonry, plastered	0.016	0.020	0.024
4. Cement rubble masonry	0.020	0.025	0.030
5. Dry rubble or riprap	0.020	0.030	0.035
e. Gravel bottom with sides of			
1. Formed concrete	0.017	0.020	0.025
2. Random stone in mortar	0.020	0.023	0.026

TABLE 3-1 (Cont'd)

Type of Channel and Description	Minimum	Normal	Maximum
3. Dry rubble or riprap	0.023	0.033	0.036
f. Brick			
1. Glazed	0.011	0.013	0.015
2. In cement mortar	0.012	0.015	0.018
g. Masonry			
1. Cemented rubble	0.017	0.025	0.030
2. Dry rubble	0.023	0.032	0.035
h. Dressed ashlar	0.013	0.015	0.017
i. Asphalt			
1. Smooth	0.013	0.013	--
2. Rough	0.016	0.016	--
j. Vegetal lining	0.030	--	0.500
B. Excavated or Dredged			
a. Earth, straight and uniform			
1. Clean, recently completed	0.016	0.018	0.020
2. Clean, after weathering	0.018	0.022	0.025
3. Gravel, uniform section, clean	0.022	0.025	0.030
4. With short grass, few weeds	0.022	0.027	0.033
b. Earth, winding and sluggish			
1. No vegetation	0.023	0.025	0.030
2. Grass, some weeds	0.025	0.030	0.033
3. Dense weeds or aquatic plants in deep channels	0.030	0.035	0.040
4. Earth bottom and rubble sides	0.028	0.030	0.035
5. Stony bottom and weedy banks	0.025	0.035	0.040
6. Cobble bottom and clean sides	0.030	0.040	0.050
c. Dragline - excavated or dredged			
1. No vegetation	0.025	0.028	0.033
2. Light brush or banks	0.035	0.050	0.060
d. Rock cuts			
1. Smooth and uniform	0.025	0.035	0.040
2. Jagged and irregular	0.035	0.040	0.050
e. Channels not maintained, weeds and brush uncut			
1. Dense weeds, high as flow depth	0.050	0.080	0.120
2. Clean bottom, brush on sides	0.040	0.050	0.080

TABLE 3-1 (Cont'd)

Type of Channel and Description	Minimum	Normal	Maximum
3. Same, highest stage of flow	0.045	0.070	0.110
4. Dense brush, high stage	0.080	0.100	0.140
C. Natural Streams			
C1. Minor streams (top width at flood stage <100 ft)			
a. Streams on plain			
1. Clean, straight, full stage, no rifts or deep pools	0.025	0.030	0.033
2. Same as above, but more stones and weeds	0.030	0.035	0.040
3. Clean, winding, some pools and shoals	0.033	0.040	0.045
4. Same as above, but some weeds and stones	0.035	0.045	0.050
5. Same as above, lower stages, more ineffective slopes and sections	0.040	0.048	0.055
6. Same as 4, but more stones	0.045	0.050	0.060
7. Sluggish reaches, weedy, deep pools	0.050	0.070	0.080
8. Very weedy reaches, deep pools, or floodways with heavy stand of timber and underbrush	0.075	0.100	0.150
b. Mountain streams, no vegetation in channel, banks usually steep, trees and brush along banks submerged at high stages			
1. Bottom: gravels, cobbles, and few boulders	0.030	0.040	0.050
2. Bottom: cobbles with large boulders	0.040	0.050	0.070
C2. Floodplains			
a. Pasture, no brush			
1. Short grass	0.025	0.030	0.035
2. High grass	0.030	0.035	0.050

TABLE 3-1 (Concluded)

Type of Channel and Description	Minimum	Normal	Maximum
b. Cultivated areas			
1. No crop	0.020	0.030	0.040
2. Mature row crops	0.025	0.035	0.045
3. Mature field crops	0.030	0.040	0.050
c. Brush			
1. Scattered brush, heavy weeds	0.035	0.050	0.070
2. Light brush and trees, in winter	0.035	0.050	0.060
3. Light brush and trees, in summer	0.040	0.060	0.080
4. Medium to dense brush, in winter	0.045	0.070	0.110
5. Medium to dense brush, in summer	0.070	0.100	0.160
d. Trees			
1. Dense willows, summer, straight	0.110	0.150	0.200
2. Cleared land with tree stumps, no sprouts	0.030	0.040	0.050
3. Same as above, but with heavy growth of sprouts	0.050	0.060	0.080
4. Heavy stand of timber, a few down trees, little undergrowth, flood stage below branches	0.080	0.100	0.120
5. Same as above, but with flood stage reaching branches	0.100	0.120	0.160
C3. Major streams (top width at flood stage > 100 ft). The n value is less than that for minor streams of similar description because banks offer less effective resistance			
a. Regular section with no boulders or brush	0.025	--	0.060
b. Irregular and rough section	0.035	--	0.100

Source: Open-Channel Hydraulics by Ven Te Chow, 1959.

TABLE 3-2

COMPUTATION OF COMPOSITE ROUGHNESS COEFFICIENT
FOR EXCAVATED AND NATURAL CHANNELS

$$n = (n_0 + n_1 + n_2 + n_3 + n_4)\, m$$

	Channel Conditions	Value
Material Involved n_0	Earth	0.020
	Rockcut	0.025
	Fine Gravel	0.024
	Coarse Gravel	0.028
Degree of Irregularity n_1	Smooth	0.000
	Minor	0.005
	Moderate	0.010
	Severe	0.020
Variation of Channel Cross-Section n_2	Gradual	0.000
	Alternating Occasionally	0.005
	Alternating Frequently	0.010-0.015
Relative Effect of Obstructions n_3	Negligible	0.000
	Minor	0.010-0.015
	Appreciable	0.020-0.030
	Severe	0.040-0.060
Vegetation n_4	Low	0.005-0.010
	Medium	0.010-0.025
	High	0.025-0.050
	Very High	0.050-0.100
Degree of Meandering m	Minor	1.000
	Appreciable	1.150
	Severe	1.300

Source: Open-Channel Hydraulics by Ven Te Chow (1959).

TABLE 3-3

ALLOWABLE 25-YEAR VELOCITIES FOR CHANNEL DESIGN

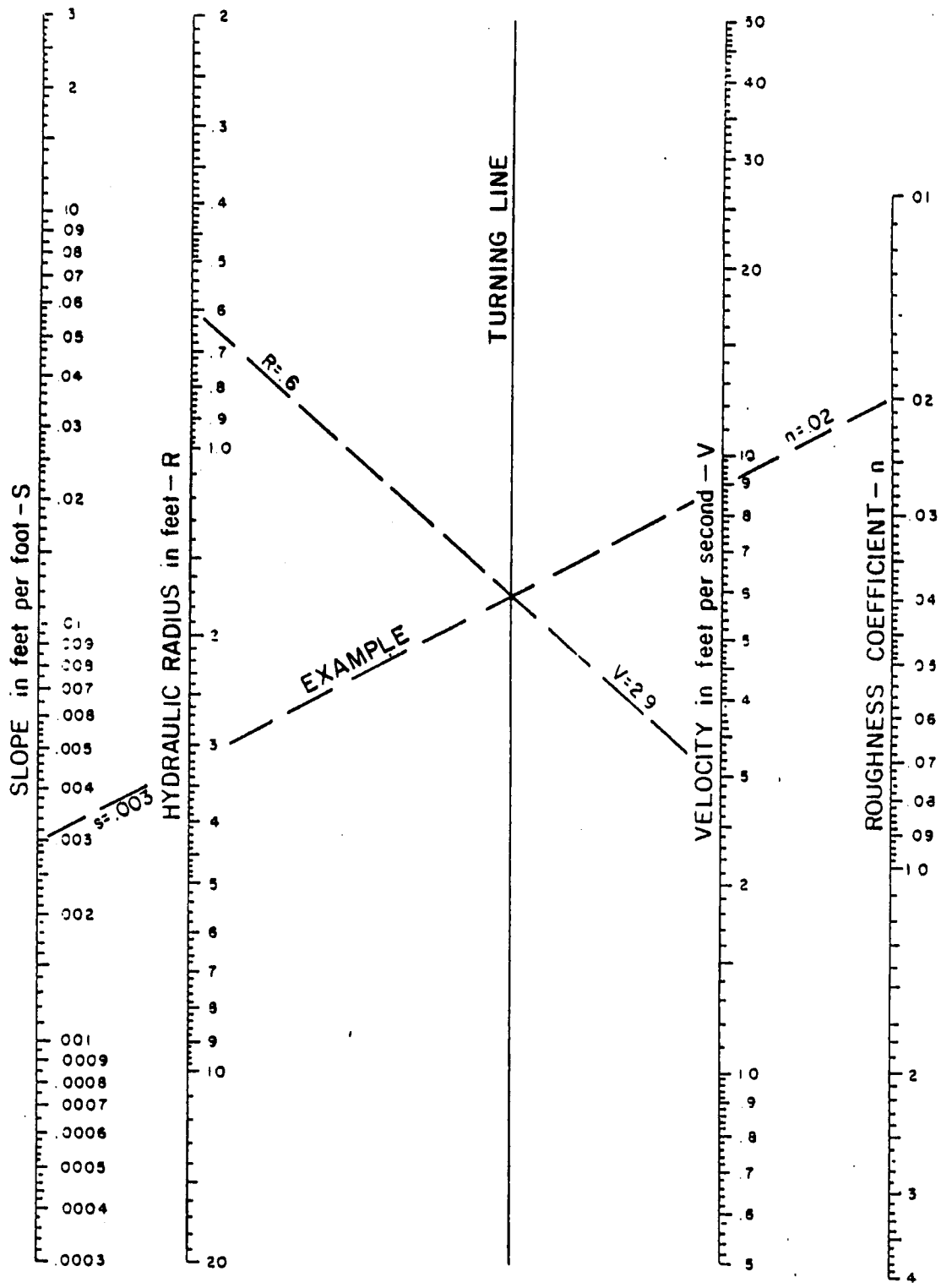
Channel Description	Average Velocity (Feet Per Second)	Maximum Velocity (Feet Per Second)
Grass Lined:		
Predominantly Clay Soil	3.0	5.0
Predominantly Sand Soil	2.0	4.0
Riprap Lined	5.0	8.0
Concrete Lined	6.0	10.0

Derived from the Criteria Manual for the Design of Flood Control and Drainage Facilities in Harris County, Texas, February 1984.

TABLE 3-4

RIGHT-OF-WAY REQUIREMENTS
FOR
FORT BEND COUNTY, TEXAS

Channel Type	Top Width	Maintenance Berm Width Necessary on Both Sides of Channel
All	TW ≤ 30 feet	15 feet
	30 feet < TW < 60 feet	20 feet
	TW ≥ 60 feet	30 feet

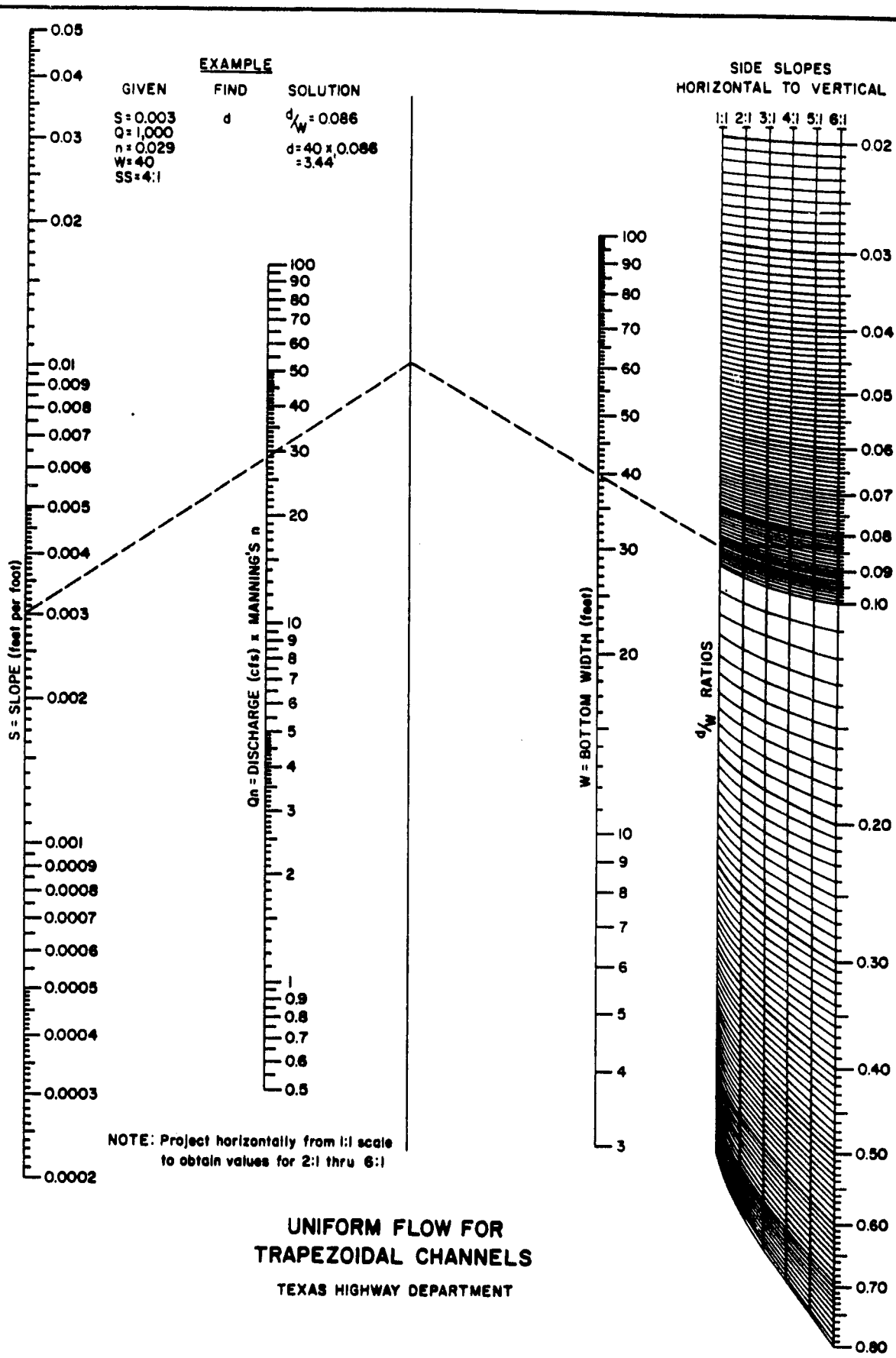


NOMOGRAPH FOR SOLUTION OF MANNING'S EQUATION

Source: Illinois Department of Transportation

August 1986

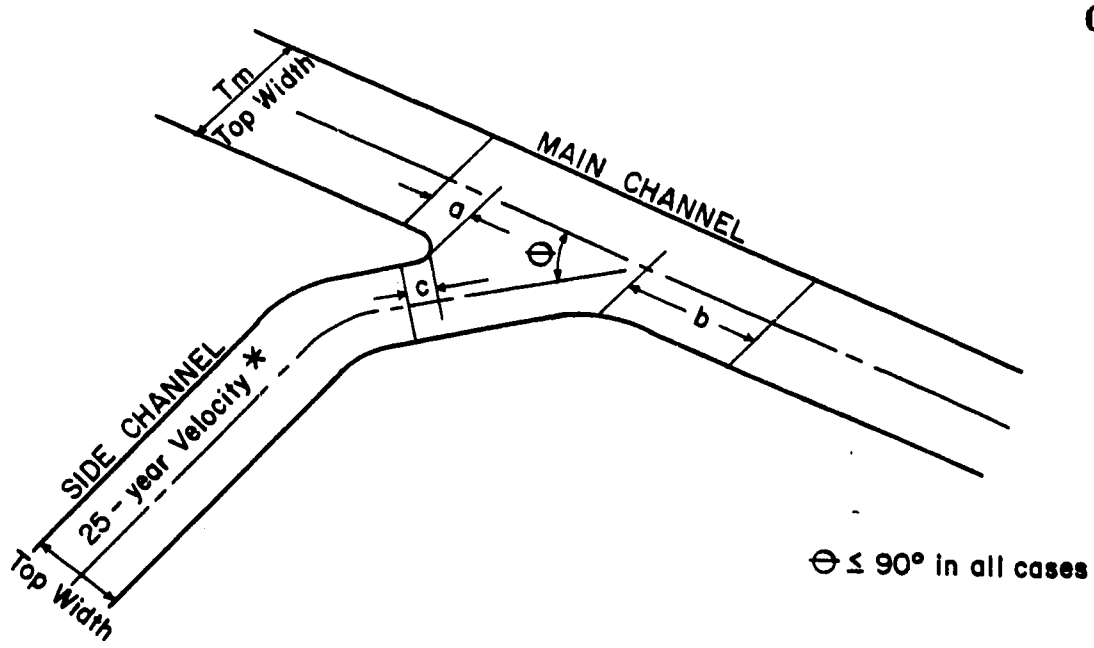
FIGURE 3-1



UNIFORM FLOW FOR
TRAPEZOIDAL CHANNELS

TEXAS HIGHWAY DEPARTMENT

August 1986	FIGURE 3- 2



MINIMUM EXTENT OF EROSION PROTECTION

Location	Distance (ft.)
a	20
b	longer of 50' or 0.75 x Tm ÷ Tan Θ
c	20'

25-year Velocity * in Side Channel (feet per second)	ANGLE OF INTERSECTION Θ 15°—45°	45°—90°
4 or more	Protection	Protection
2 – 4	No Protection	Protection
2 or less	No Protection	No Protection

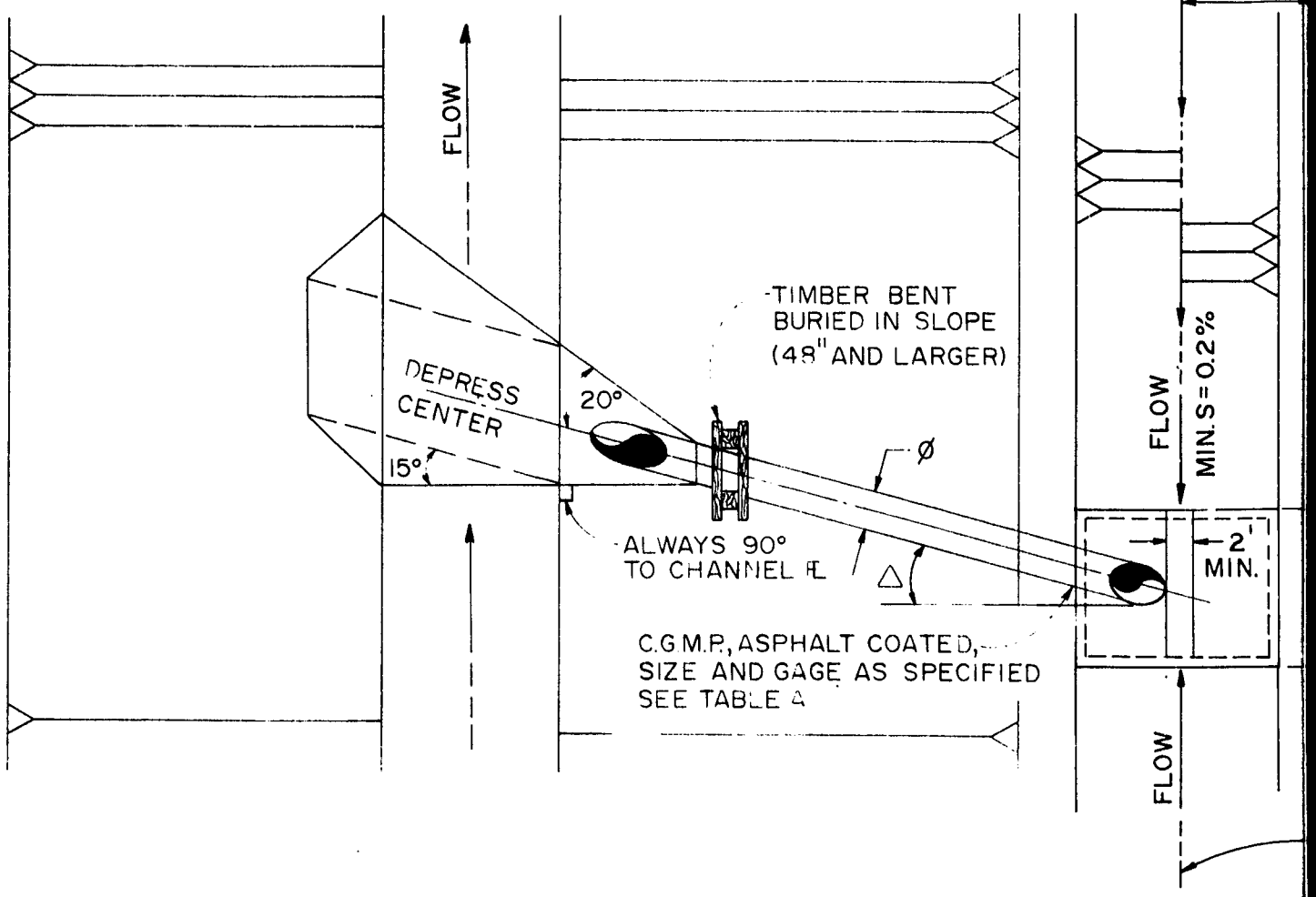
* Note: 25-year velocity in side channel assuming no backwater from main channel

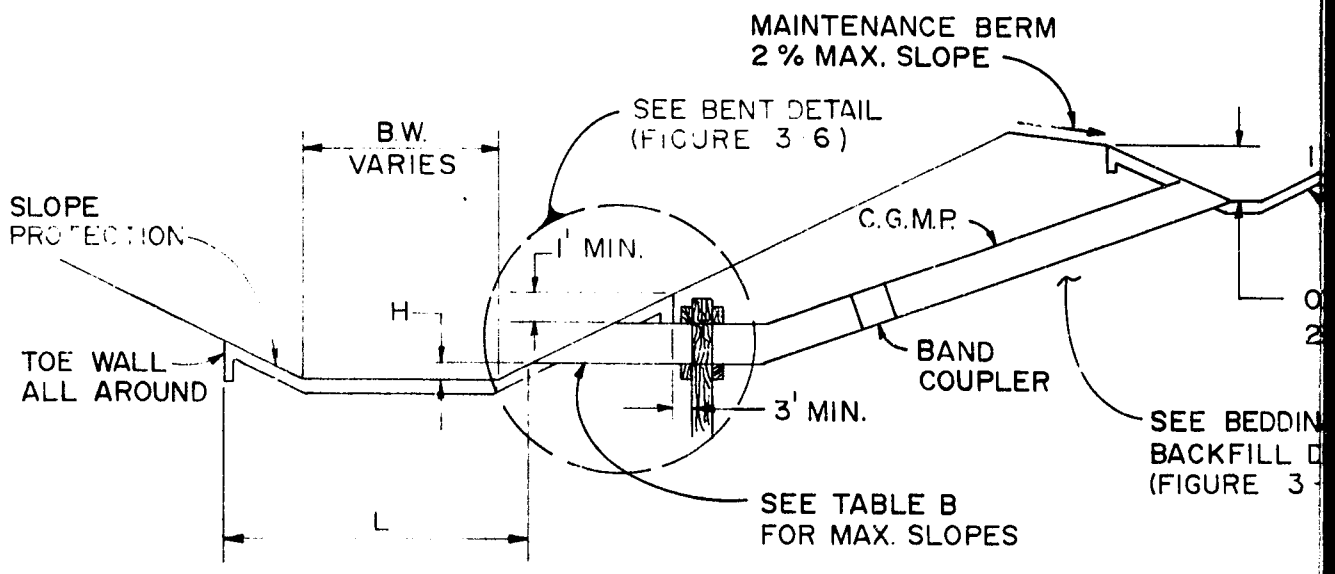
Note: Erosion protection must be provided to the level of the 25-year water surface elevation

SOURCE : Criteria Manual For Design of Flood Control and Drainage Facilities in Harris County, TX Feb., 1984.

REQUIRED EROSION PROTECTION AT CHANNEL CONFLUENCE

August 1986	3-3


5'
FLOW
TIMBER BENT
BURIED IN SLOPE
(48" AND LARGER)
DEPRESS
CENTER
20°
15°
Ø
FLOW
MIN. S=0.2%
ALWAYS 90°
TO CHANNEL ℄
Δ
2'
MIN.
C.G.M.P., ASPHALT COATED,
SIZE AND GAGE AS SPECIFIED
SEE TABLE A
FLOW


MAINTENANCE BERM
2 % MAX. SLOPE
SEE BENT DETAIL
(FIGURE 3-6)
B.W.
VARIES
SLOPE
PROTECTION
1' MIN.
C.G.M.P.
H
TOE WALL
ALL AROUND
BAND
COUPLER
3' MIN.
SEE BEDDIN
BACKFILL D
(FIGURE 3-
SEE TABLE B
FOR MAX. SLOPES
L

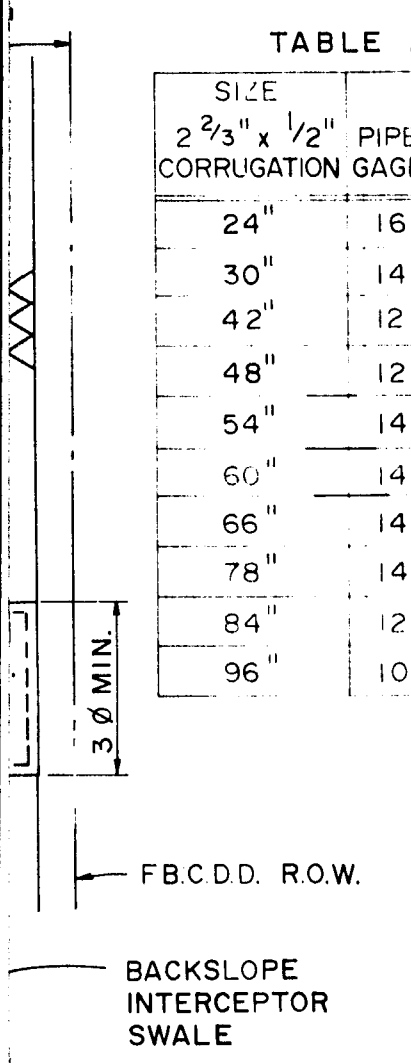


TABLE A

SIZE 2 2/3" x 1/2" CORRUGATION	PIPE GAGE	BAND COUPLER GAGE
24"	16	16
30"	14	16
42"	12	14
48"	12	14
54"	14	16
60"	14	16
66"	14	16
78"	14	16
84"	12	14
96"	10	8

TABLE B

PIPE DIA.	SLOPE	VELOCITY
24"	0.6%	3.25 f.p.s.
36"	0.3%	3.00 f.p.s.
42"	0.2%	2.75 f.p.s.
48"	0.2%	3.00 f.p.s.
54"	0.2%	3.25 f.p.s.

△: PROP 24" TO 42" △ = 15°
PROP 48" AND LARGER △ = 30°

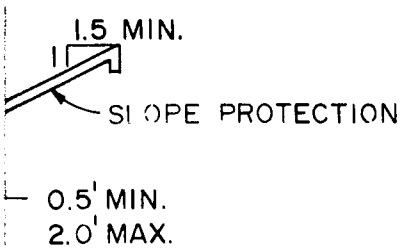
H: FOR PIPE SIZES 24" TO 42"
H = 3' MAX. AND 1' MIN.

FOR PIPE SIZES 48" AND LARGER
H = 1' MAX. AND MIN.

L: $\frac{\text{B.W.}}{\text{PIPE Ø}} \leq 7'\text{-}6''$ → L WILL EXTEND ONE PIPE Ø ABOVE ℄ ON OPPOSITE BANK (MIN.)

$\frac{\text{B.W.}}{\text{PIPE Ø}} > 7'\text{-}6''$ → L = 6 Ø OR MIN. 1'-6" INTO B.W. WHICHEVER IS GREATER

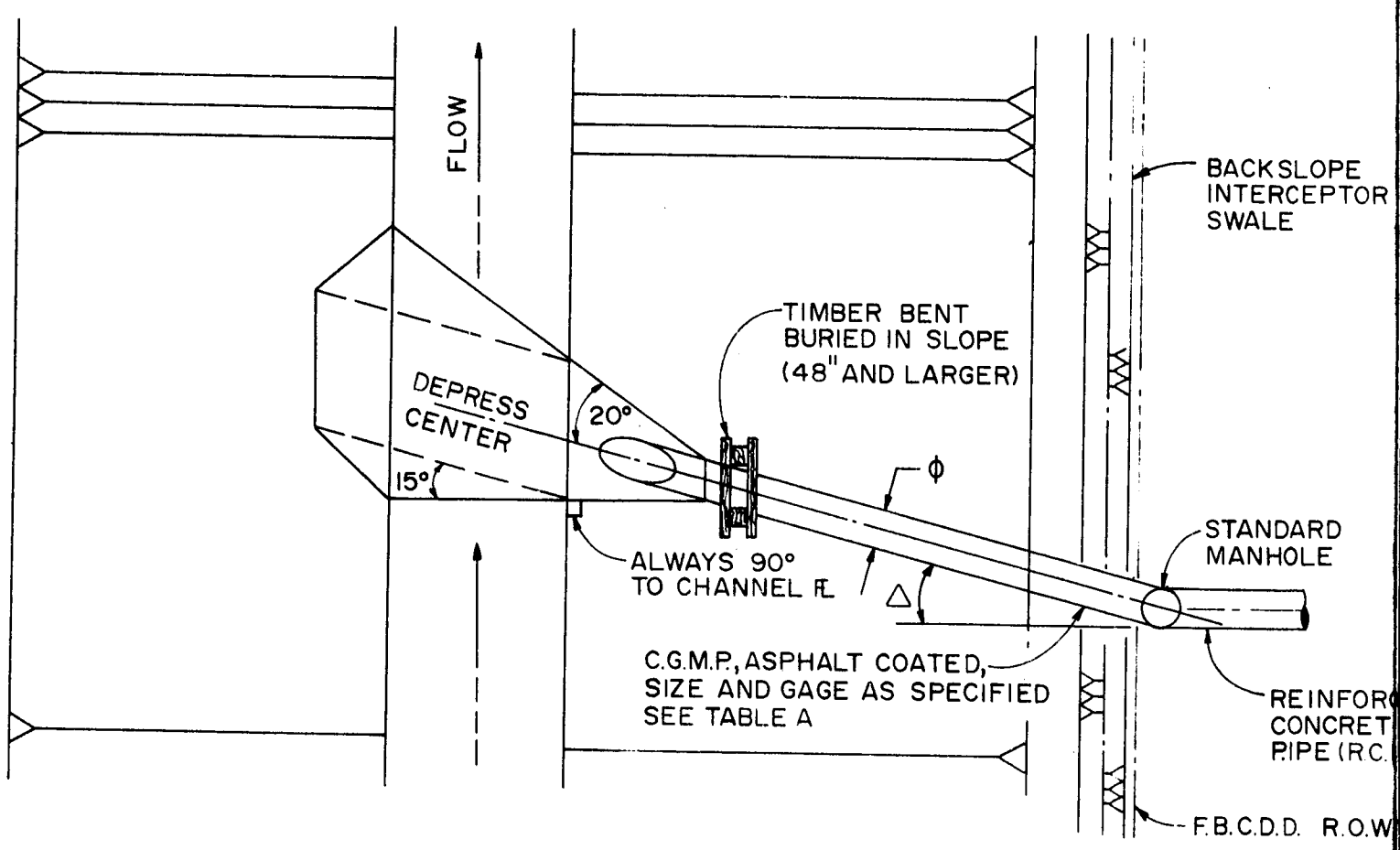
NOTE:
MAXIMUM BACKSLOPE DRAIN SPACING SHALL BE 800 FEET OR 400 FEET TO THE SWALE HIGH POINT.

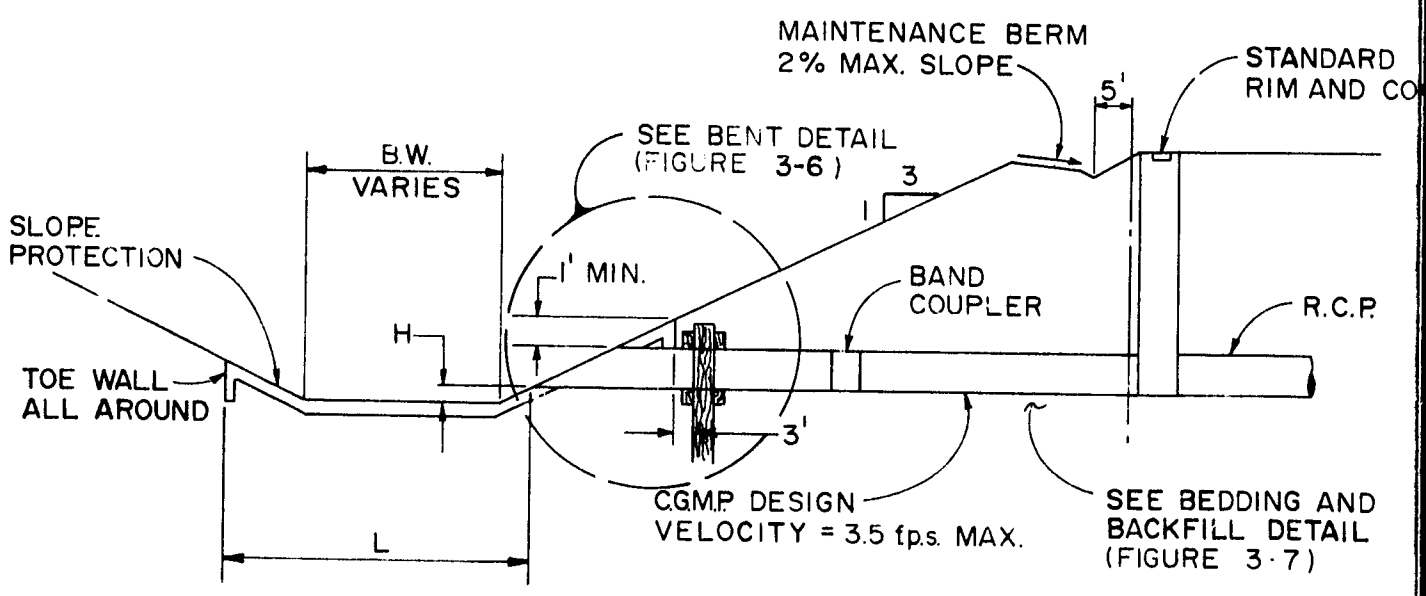


DDING AND
LL DETAIL
3-7)

TYPICAL BACKSLOPE DRAIN DETAIL
FOR
FORT BEND COUNTY, TEXAS

August 1986	PAGE 3-4





TELEDYNE POST N67360

AS PER ORIGINAL

LOPE
EPTOR

ARD
LE

EINFORCED
ONCRETE
IPE (R.C.P.)

). R.O.W.

NDARD MANHOLE
AND COVER

R.C.P.

AND
TAIL
)

TABLE A

SIZE $2\frac{2}{3}'' \times \frac{1}{2}''$ CORRUGATION	PIPE GAGE	BAND COUPLER GAGE
24"	16	16
30"	14	16
42"	12	14
48"	12	14
54"	14	16
60"	14	16
66"	14	16
78"	14	16
84"	12	14
96"	10	8

H: FOR PIPE SIZES 24" TO 42"
H=3' MAX. AND 1' MIN.

FOR PIPE SIZES 48" AND LARGER
H=1' MAX. AND MIN.

L: $\frac{\text{B.W.}}{\text{PIPE Ø}} \leq 7'\text{-}6''$ ⇒ L WILL EXTEND ONE PIPE Ø ABOVE FL ON OPPOSITE BANK (MIN.)

$\frac{\text{B.W.}}{\text{PIPE Ø}} > 7'\text{-}6''$ ⇒ L=6 Ø OR MIN. 1'-6" INTO B.W. WHICHEVER IS GREATER

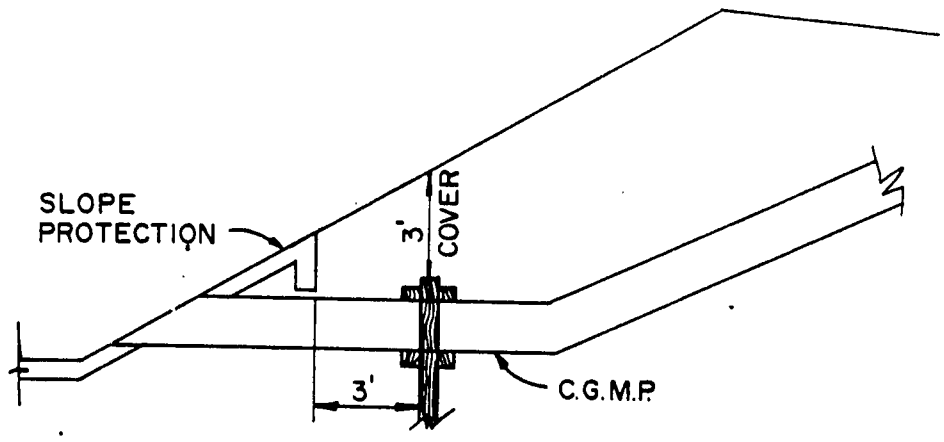
△: PROP 24" TO 42" △ = 15°
PROP 48" AND LARGER △ = 30°

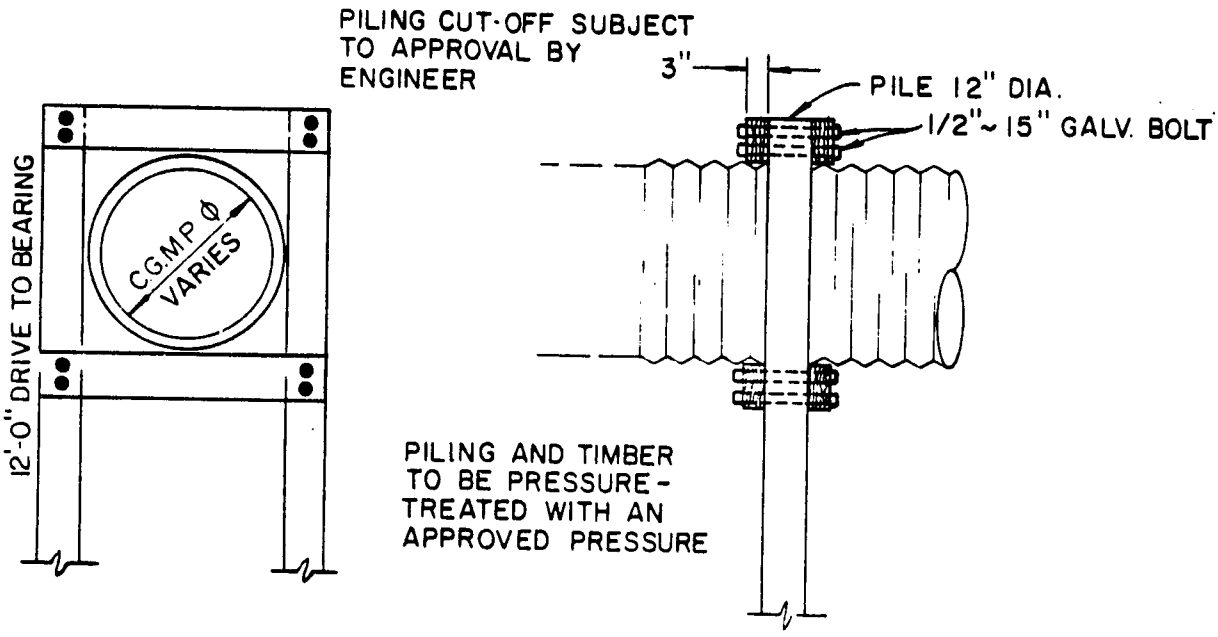
TYPICAL STORM SEWER OUTFALL
DETAIL FOR
FORT BEND COUNTY, TEXAS

August 1986

FIGURE 3-5

AS PER ORIGINAL



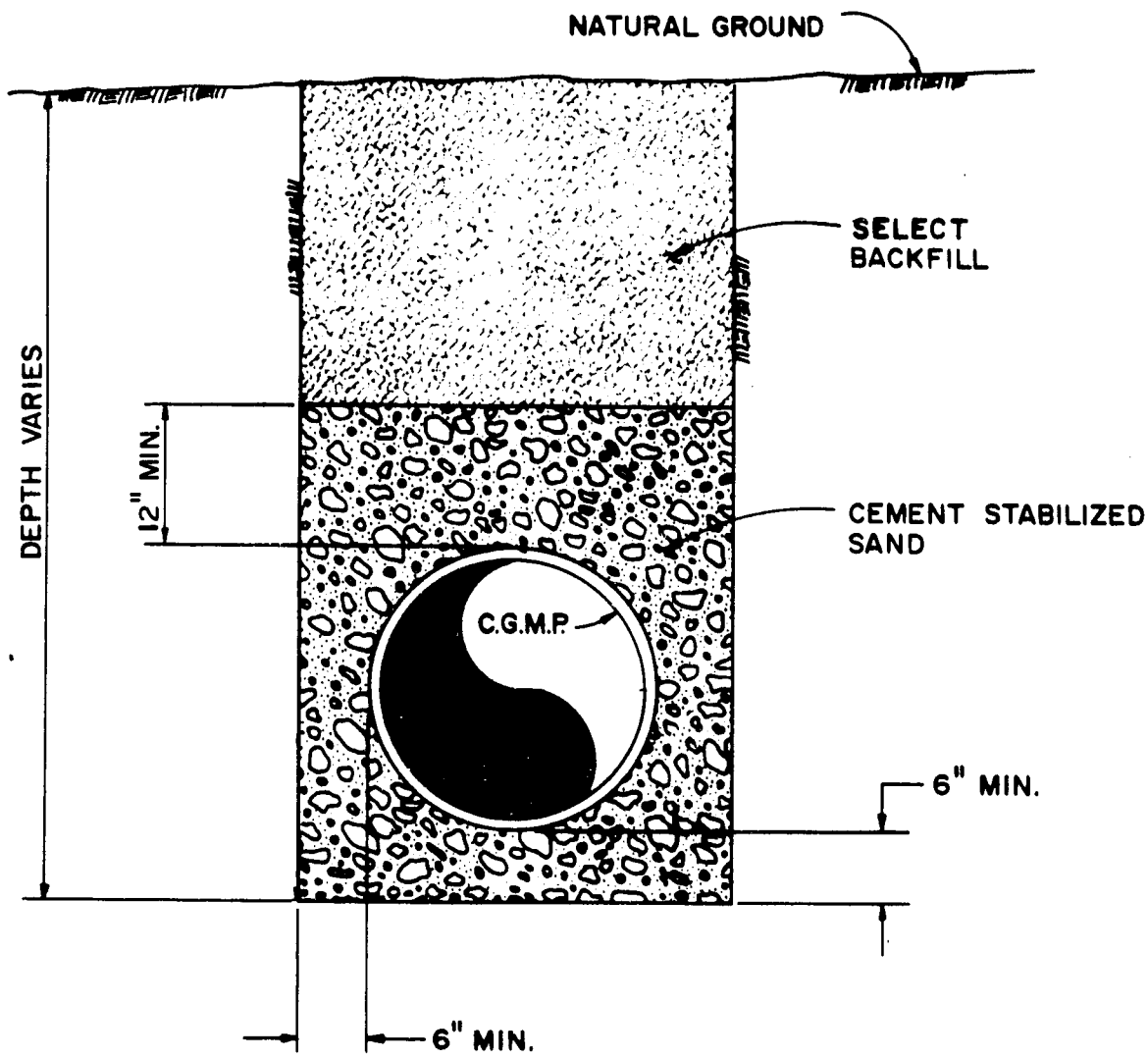


BENT FOR CORRUGATED METAL PIPE OUTFALL

48-INCH AND LARGER

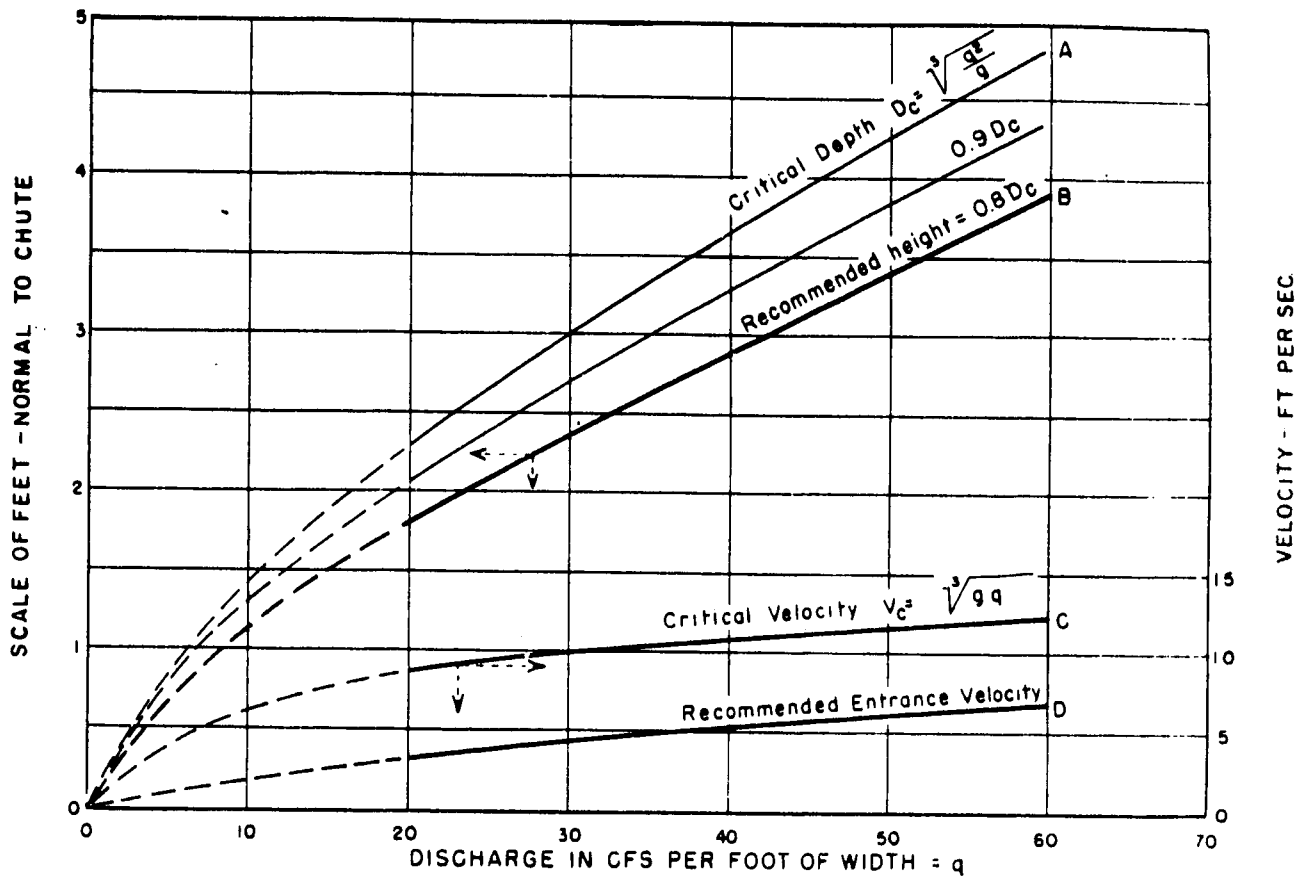
TYPICAL BENT DETAIL FOR C.G.M.P. OUTFALL FOR FORT BEND COUNTY, TEXAS	
August 1986	FIGURE 3-6

AS PER ORIGINAL



BEDDING AND BACKFILL DETAIL

TYPICAL BEDDING AND BACKFILL DETAIL FOR C.G.M.P. OUTFALL FOR FORT BEND COUNTY, TEXAS	
August 1986	FIGURE 3-7

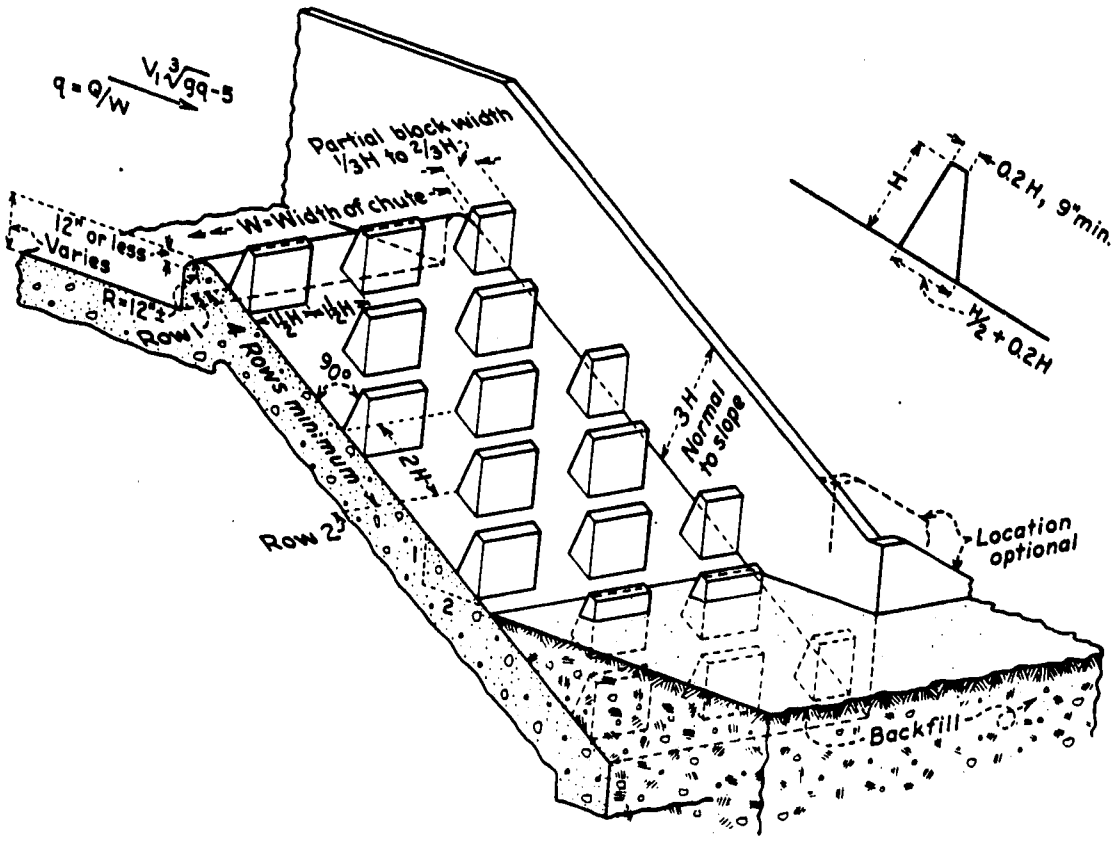


SOURCE: Progress Report V- Research Study on Stilling Basins, Energy Dissipators and Associated Appurtenances, Hyd-445, Bureau of Reclamation, April, 1961.

RECOMMENDED BAFFLE PIER HEIGHTS AND ALLOWABLE VELOCITIES

August 1986 | FIGURE 3-8

AS PER ORIGINAL



SOURCE: Progress Report V- Research Study on Stilling Basins, Energy Dissipators and Associated Appurtenances, Hyd-445, Bureau of Reclamation, April, 1961.

BAFFLED CHUTE
TYPICAL DETAIL

August 1986 | FIGURE 3-9

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4.0 CULVERTS AND BRIDGES

4.1 GENERAL

For small drainage areas the most economical means of moving open channel flow beneath a road or railroad is generally with culverts. Discussion in this section will address procedures for determining the most cost effective culvert size and shape given a design discharge and allowable headwater elevation. The design procedures for the culverts referenced in this section pertain only to those in the main channels and not those in roadside ditches which are covered in Section 5.0 Storm Sewers and Overland Flow. In addition, this section will include a brief discussion of the hydraulic and hydrologic considerations pertinent to bridge design. This section considers all design to be completed for ultimate development. Where appropriate, the actual construction of a crossing may be phased as development occurs. In this case, both the ultimate and the interim phase must be shown on the construction plans. Calculations for each must be submitted for approval. The ultimate right-of-way is required even for an interim phase of construction.

4.2 CULVERTS

4.2.1 Design Frequency

All culverts in Fort Bend County shall be designed to handle the 100-year flood flow for fully developed conditions without causing upstream or downstream water surface profiles to exceed maximum levels as defined in Section 3.3.1.

4.2.2 Culvert Alignment

Culverts shall be aligned parallel to the longitudinal axis of the channel to insure maximum hydraulic efficiency and minimum erosion. In areas where a change in alignment is necessary, the turn shall be made upstream in the natural channel and appropriate erosion protection shall be provided.

4.2.3 Culvert Length

Culverts shall be designed to span the road or railroad right-of-way.

4.2.4 Headwalls

Headwalls and endwalls shall be utilized to control erosion and scour, to anchor the culvert against lateral pressures, and to insure bank stability. All headwalls shall be constructed of reinforced concrete and may be either straight and parallel to the channel, flared, or warped, with or without aprons, as required by site and hydraulic conditions. Protective guardrails should be included along culvert headwalls. Table 4-1 provides some general guidelines for choosing a headwall.

4.2.5 Minimum Culvert Sizes

The minimum pipe culvert diameter shall be 24 inches and the minimum box culvert dimensions shall be 2 feet by 2 feet. These restrictions are made to guard against flow obstruction. Sizes less than these shall be considered on a case-by-case basis.

4.2.6 Manning's "n" Values

The minimum Mannings "n" value to be used in concrete culverts shall be 0.013. For corrugated metal, the "n" value shall be as follows:

Corrugation (Span x Depth)	"n"
2-2/3" x 1/2"	0.024
3" x 1"	0.027
5" x 1"	0.027
6" x 2"	0.030

4.2.7 Erosion

Culverts, because of their hydraulic characteristics, generally increase the velocity of flow over that found in the natural channel. For this reason, the tendency for erosion, especially at the outlet, must be addressed. In general, culvert discharge velocities in unprotected channels should not exceed allowable channel velocities as defined in Table 3-3.

4.2.8 Structural Requirements

The following structural requirements, taken from Harris County's Criteria Manual for Design of Flood Control and Drainage Facilities (February, 1984) shall also be met for culvert design in Fort Bend County:

1. All precast reinforced concrete pipe should be ASTM C-76 (minimum).

2. All precast reinforced concrete box culverts with more than two feet of earth cover shall be ASTM C789-79.

3. All precast reinforced concrete box culverts with less than two feet of cover shall be ASTM 850-79.

4. All corrugated metal pipes shall be ASTM A-760.

5. ASSHTO HS20-44 loading should be used for all culverts.

6. Guardrails are suggested at all roadway culvert crossings. The approach ends of the guardrail shall be flared away from the roadway and properly anchored.

7. Joint sealing material for precast concrete culverts shall comply with "AASHTO Designation M-198 74 I, Type B, Flexible Plastic Gasket (Bitumen)", specification.

8. Two sack per ton cement stabilized sand shall be used for backfill around culverts.

9. A 6-inch bedding of two sack per ton cement stabilized sand required for all precast concrete box culverts.

4.3 CULVERT HYDRAULIC DESIGN

The fundamental objective of hydraulic design of culverts is to determine the most economical diameter at which the design discharge is passed without exceeding the allowable headwater elevation or causing erosion problems. However, there are numerous hydraulic considerations in culvert design which can render the decision-making process somewhat complex.

4.3.1 Culvert Design Procedure

The culvert design procedures presented here are based on information provided in the U.S. Department of Transportation (USDOT) publication Hydraulic Charts for the Selection of Highway Culverts, Hydraulic Engineering Circular No. 5, December 1965. The nomographs presented herein cover the range of pipe and box culverts commonly used in drainage design.

The inlet control nomographs are scaled to represent the headwater-discharge relationships developed by the National Bureau of Standards in their report No. 4444: Hydraulic Characteristics of Commonly Used Pipe Sizes, by

John L. French, and Hydraulics of Conventional Highway Culverts, by H.G. Bossy. Charts 1 through 7 present the inlet control nomographs including examples of their use.

The outlet control nomographs (Charts 8-14) were developed by USDOT from iterative solutions of Equation 4-3 for various flow conditions combined with a range of culvert lengths, shapes and sizes. It should be noted that for flow depths less than 0.75D the nomograph solutions are not reliable and the reader is referred to USDOT HEC No. 10, Capacity Charts for the Hydraulic Design of Highway Culverts, for an alternative solution method other than hand calculation. However, a long-hand solution of Equation 4-1 provides the best analysis when HW is less than 0.75D and/or the barrel length is less than 50 feet.

4.3.2 Culvert Flow Types

The hydraulic capacity of a culvert is said to be either inlet-controlled or outlet-controlled. Inlet control means that the discharge in the culvert is limited by the hydraulic and physical characteristics of the inlet alone. These include headwater depth, barrel shape, barrel cross-sectional area, and the type of inlet edge. For inlet control, the barrel roughness, length, and slope are not factors in determining culvert capacity.

Under outlet control, the discharge capacity of the culvert is dependent on all of the hydraulic variables of the structure. These include headwater depth, tailwater depth as well as barrel shape, cross-sectional area, barrel roughness, slope, and length.

4.3.3 Headwater Depth

In all culvert design, headwater, or depth of ponding at the entrance to the culvert, is an important factor in culvert capacity. The headwater depth (HW) is

the vertical distance from the culvert entrance invert to the energy line of the approaching flow. Due to low velocities in most entrance pools and the difficulty in determining velocity head in any flow, the energy line can often be assumed coincident with the water surface.

4.3.4 Tailwater Depth

For culverts under outlet control, tailwater depth is an important factor in computing both headwater depth and the hydraulic capacity of the culvert. If flow in the channel downstream of the culvert is subcritical, a computer-aided backwater analysis or calculation of normal depth is warranted to determine the tailwater elevation. If the downstream flow is supercritical, tailwater is inconsequential to the culvert's hydraulic capacity.

4.3.5 Inlet-Controlled Flow

Under inlet control, the culvert entrance may or may not be submerged. However, in all cases inlet-controlled flow through the culvert barrel is free surface flow. When the culvert inlet is submerged, the most reliable means for determining discharge is with standard empirical relationships. Nomographs (Charts 1 through 7), which plot headwater vs. discharge for various culvert sizes and shapes under inlet control, are based on laboratory research with models and full scale prototypes.

4.3.6 Outlet-Controlled Flow

Due to the flat terrain, a majority of the culverts in Fort Bend County are outlet-controlled.

Culverts, with outlet control, flow with the culvert barrel full or partially full for part or all of the barrel length. Both the headwater and tailwater may or may not submerge the culvert.

If the culvert is flowing full, the energy required to pass a given quantity of water is stored in the head (H). From energy considerations it can be shown that H is the difference between the hydraulic grade line at the outlet and the energy grade line at the inlet (expressed in feet).

When a given discharge passes through a culvert, stored energy, represented by the total head (H) is dissipated in three ways. A portion is lost to turbulence at the entrance (H_e); a portion is lost to frictional resistance in the culvert barrel (H_f); and a portion is lost as the kinetic energy of flow through the culvert is dissipated in the tailwater (H_v). From this, the following relationship is evident:

$$H = H_e + H_f + H_v \qquad (4\text{-}1)$$

The velocity head (H_v) is equal to $V^2/2g$ where V is the mean velocity of flow (in fps) in the culvert barrel.

The entrance loss (H_e) is expressed in terms of the velocity head multiplied by an entrance loss coefficient k_e.

An expression for the friction loss (H_f) is derived from Manning's equation:

$$H_f = \left(\frac{29n^2L}{R^{1.33}}\right) \frac{V^2}{2g} \qquad (4\text{-}2)$$

where
- n = Manning's roughness coefficient
- L = culvert barrel length (ft)
- R = the hydraulic radius (ft)
- g = the gravitational constant (32.2 ft/sec^2)
- V = mean velocity of flow in the culvert (ft/sec)

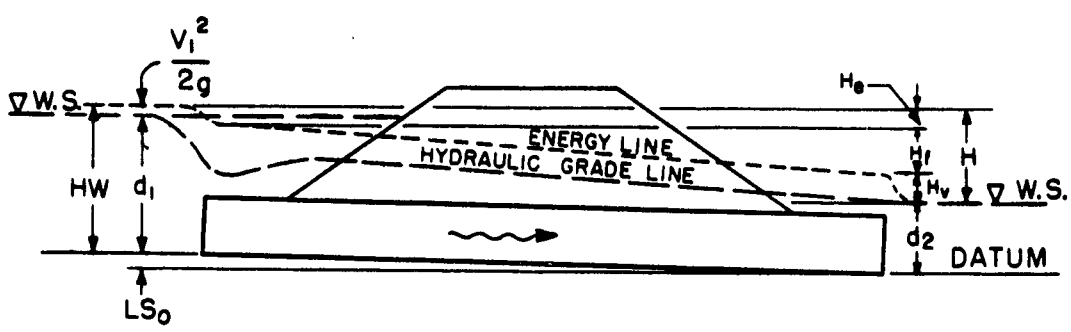
Rearranging Equation 4-1 it is seen that for full flow

$$H = \left(1 + k_e + \frac{29n^2L}{R^{1.33}}\right) \frac{V^2}{2g} \qquad (4\text{-}3)$$

Equation 4-3 may be solved for H using the full flow nomographs (Charts 8-14) located at the conclusion of this section of the manual. Each nomograph is drawn for a particular barrel shape and material and a single value of Manning's "n" as noted on the respective charts. These nomographs may be used for other values of n by modifying the culvert length as directed in the instructions for use of the full-flow nomographs.

Figure 4-1 represents the various hydraulic elements of flow through a culvert and reveals graphically that the head (H) is equivalent to the vertical distance between the energy grade line at the inlet and the hydraulic grade line at the outlet.

Figure 4-1



Source: Hydraulic Charts for the Selection of Highway Culverts, Federal Highway Administration, December 1965.

It also reveals the following relationship for full flow conditions:

$$H = H_v + H_e + H_f = d_1 + \frac{V_1^2}{2g} + LS_o - d_2 \qquad (4\text{-}4)$$

where d_1, d_2 = flow depths as shown in Figure 4-1 (ft)
S_o = culvert barrel slope (ft/ft)

In culvert design it is generally required that the depth of the headwater (HW) be determined. The headwater depth is defined as the distance from the elevation of the culvert entrance invert to the elevation of the energy grade line in the headwater pool. From Figure 4-1, it is seen that $HW = d_1 + V_1^2/2g$. Since the velocity head in the entrance pool is usually small under ponded conditions, the headwater pool elevation can be assumed in most situations to be coincident with the energy grade line.

Rearranging Equation 4-4, the following expression for HW is derived:

$$HW = H + d_2 - LS. \qquad (4\text{-}5)$$

When the culvert outlet is submerged by the tailwater, the above equation can be solved directly to determine HW. However, when the tailwater is below the crown of the culvert, it becomes necessary to redefine d_2 which is taken as the greater of the following two values:

(1) TW

(2) $\frac{d_c + D}{2}$

where

d_c = critical depth in the culvert as read from Charts 15 through 20 (ft)

TW = tailwater depth above the invert of the culvert outlet (ft)

D = height of the culvert (ft)

4.3.7 Conditions at Entrance

Culvert performance is significantly affected by inlet efficiency, especially for conditions of inlet-controlled flow. Changes in the culvert edge geometry can significantly change discharge capacity. Selection of a particular inlet type is contingent on the relative weightings the engineer assigns to considerations of the effect on peak flows, cost, and topography. In other words, the ideal inlet geometry is not necessarily the most efficient.

The entrance head losses may be determined by the following equation:

$$h_e = K_e \left(\frac{V_2^2 - V_1^2}{2g}\right) \qquad (4\text{-}6)$$

where h_e = entrance head loss (ft)
V_2 = velocity of flow in culvert (fps)
V_1 = velocity of flow approaching culvert (fps)
K_e = entrance loss coefficient.

For calculation of headwater with inlet-controlled culverts, the design nomographs presented in this manual account for various typical kinds of inlet geometry.

For calculation of headwater with outlet-controlled culverts, typical values of the entrance coefficient (K_e) for a wide range of inlet types are provided in Table 4-2.

4.3.8 Step-By-Step Design Procedure

It is possible by involved hydraulic computations to determine the probable type of flow under which a culvert will operate for a given set of

conditions. However, such computations can be avoided by determining the headwater necessary for a given discharge under both inlet and outlet flow conditions. The larger of the two will define the type of control and the corresponding headwater depth. The following is the recommended procedure for selection of culvert size:

Step 1: List design data.

a. Design discharge (Q), in cfs, with return period.

b. Approximate length (L) of culvert, in feet.

c. Slope of culvert. If grade is given in percent, convert to slope in feet per feet.

d. Allowable headwater depth, in feet, which is the vertical distance from the culvert invert (flowline) at the entrance to the water surface elevation permissible in the headwater pool or approach channel upstream from the culvert.

e. Flow velocities in the channel upstream and downstream of the proposed culvert location.

f. Type of culvert for first trial selection, including barrel material, barrel cross-sectional shape and entrance type.

Step 2: Determine the first trial culvert size.

Since the procedure given is one of trial and error, the initial trial size can be determined in several ways:

a. Past experience and engineering judgement.

b. By using an approximating equation such as $\frac{Q}{6} = A$ from which the trial culvert dimensions are determined. A is the culvert barrel cross-sectional area and 6 is an estimate of barrel velocity in feet per second.

c. Initially, utilize the inlet control nomographs (Charts 1-7) for the culvert type selected. An $\frac{HW}{D}$ must be assumed, say $\frac{HW}{D} = 1.5$, along with the given Q to determine a trial size.

If any trial size is too large in dimension because of limited height of embankment or availability of size, multiple culverts may be used by dividing the discharge appropriately among the number of barrels used. Raising the embankment height or the use of pipe arch and box culverts with width greater than height should also be considered. Final selection should be based on applicability and costs.

Step 3: Find headwater depth for trial size culvert.

a. Assuming Inlet Control --

(1) Using the trial size from Step 2, find the headwater depth (HW) by use of the appropriate inlet control nomograph (Charts 1-7). Tailwater (TW) conditions are to be neglected in this determination. HW in this case is found by multiplying $\frac{HW}{D}$ obtained from the nomographs by the height of culvert (D).

(2) If HW is greater or less than allowable, try another trial size until HW is acceptable for inlet control before computing HW for outlet control.

b. Assuming Outlet Control --

(1) Approximate the depth of tailwater (TW), in feet, above the invert at the outlet for the design flood condition in the outlet channel. (See general discussion on tailwater, Section 4.3.3.)

(2) For tailwater (TW) elevation equal to or greater than the top of the culvert at the outlet, set d_2 equal to TW and find HW by the following equation:

$$HW = H + d_2 - LS_o \qquad (4\text{-}5)$$

where HW = vertical distance in feet from culvert invert (flowline) at entrance to the pool surface

H = head loss in feet as determined from the appropriate nomograph (Charts 8-14)

d_2 = vertical distance in feet from culvert invert at outlet to the hydraulic grade line

S_o = slope of barrel (feet/feet)

L = culvert length (feet)

(3) For tailwater (TW) elevations less than the top of the culvert at the outlet, find headwater HW by Equation 4-5 as in Step b(2) above except that

$$d_2 = \frac{d_c + D}{2} \text{ or TW (whichever is greater)}$$

where d_c = critical depth in feet (Charts 15 through 20)
Note: d_c cannot exceed D

D = height of culvert opening (feet)

Note: Headwater depth determined in Step b(3) becomes increasingly less accurate as the headwater computed by this method falls below the value

$$D + (1 + k_e) \frac{V^2}{2g}.$$

c. Compare the headwaters found in Step 3a and Step 3b (Inlet Control and Outlet Control). The higher headwater governs and indicates the flow control existing under the given conditions for the trial size selected.

d. If outlet control governs and the HW is higher than is acceptable, select a larger trial size and find HW as instructed under Step 3b. (Inlet control need not be checked, since the smaller size was satisfactory for this control as determined under Step 3a.)

Step 4: Try additional culvert types or shapes worthy of consideration and determine their size and HW by the above procedure.

Step 5: Compute outlet velocities for size and types to be considered in selection and determine need for channel protection.

a. If outlet control governs in Step 3c above, outlet velocity equals $\frac{Q}{A_o}$, where A_o is the cross-sectional area of flow in the culvert barrel at the outlet. If d_c or TW is less than the height of the culvert barrel, use A_o corresponding to d_c or TW depth, depending on whichever gives the greater area of flow. A_o should not exceed the total cross-sectional area A of the culvert barrel.

b. If inlet control governs in Step 3c, outlet velocity can be assumed to equal mean velocity in open-channel type flow in the barrel as

computed by Manning's equation for the rate of flow, barrel size, roughness and slope of culvert selected.

Step 6: Record final selection of culvert with size, type, required and computed headwater, outlet velocity and economic justification.

4.4 BRIDGES

4.4.1 Bridge Design Considerations

At a minimum, bridges must be designed to pass the fully developed 100-year design flow without causing backwater problems, structural damage, or erosion.

The low chord of all bridges must be located at least one foot above the 100-year flood elevation, or at or above the level of natural ground, whichever is higher.

Newly constructed bridges must be designed to completely span the existing or proposed channel such that the channel will pass under the bridge without modification. Energy losses due to flow transitions shall be minimized. In addition, provision must be made for future channel enlargements should they become necessary.

4.4.1.1 Bents and Abutments

Bents and abutments must be aligned parallel to the longitudinal axis of the channel so as to minimize obstruction of the flow. Bents shall be placed as far away from the channel centerline as possible and if possible should be eliminated entirely from the channel bottom.

4.4.1.2 Interim Channels

Bridges and bents constructed on existing or interim channels shall be designed to accommodate the ultimate channel section with a minimum of structural modification.

4.4.1.3 Erosion Protection

Increased turbulence and velocities associated with flow in the vicinity of bridges requires the use of erosion protection in affected areas.

4.5 HEC-2

The HEC-2 program is capable of determining flow profiles and energy losses through both bridges and culverts. However, it should be used carefully and with due respect for the assumptions and limitations of the bridge/culvert routines.

TABLE 4-1

HEADWALL GUIDELINES

In general, the following guidelines should be used in the selection of the type of headwall or endwalls.

Parallel Headwall and Endwall

1. Approach velocities are less than 6 fps.
2. Backwater pools may be permitted.
3. Approach channel is undefined.
4. Ample right-of-way or easement is available.
5. Downstream channel protection is not required.

Flared Headwall and Endwall

1. Channel is well defined.
2. Approach velocities are greater than 6 fps.
3. Medium amounts of debris exist.

The wings of flared walls should be located with respect to the direction of the approaching flow instead of the culvert axis.

Warped Headwall and Endwall

1. Channel is well defined and concrete lined.
2. Approach velocities are greater than 8 fps.
3. Medium amounts of debris exist.

These headwalls are effective with drop down aprons to accelerate flow through culvert, and are effective headwalls for transitioning flow from closed conduit flow to open channel flow. This type of headwall should be used only where the drainage structure is large and right-of-way or easement is limited.

Source: Drainage Criteria Manual, City of Austin, Texas.

TABLE 4-2

INLET LOSS COEFFICIENTS USED FOR
CULVERTS FLOWING WITH OUTLET CONTROL

Type of Structure and Design of Entrance	Coefficient k_e
Pipe, Concrete	
Projecting from fill, socket end (groove-end)	0.2
Projecting from fill, square cut end	0.5
Headwall or headwall and wingwalls	
Socket end of pipe (groove-end)	0.2
Square-edge	0.5
Rounded (radius = 1/12D)	0.2
Mitered to conform to fill slope	0.7
*End section conforming to fill slope	0.5
Beveled edges (33.7° or 45° bevels)	0.2
Side- or slope-tapered inlet	0.2
Pipe, or Pipe-Arch, Corrugated Metal	
Projecting from fill (no headwall)	0.9
Headwall or headwall and wingwalls (square-edge)	0.5
Mitered to conform to fill slope (paved or unpaved slope)	0.2
*End section conforming to fill slope	0.5
Beveled edges (33.7° or 45° bevels)	0.2
Side- or slope-tapered inlet	0.2
Box, Reinforced Concrete	
Headwall parallel to embankment (no wingwalls)	
Square-edged on 3 edges	0.5
Rounded on 3 edges to radius of 1/12 barrel dimension or beveled edges on 3 sides	0.2
Wingwalls at 30° to 75° to barrel	
Square-edged at crown	0.4
Crown edge rounded to radius of 1/12 barrel dimension or beveled top edge	0.2
Wingwalls at 10° to 25° to barrel	
Square-edged at crown	0.5
Wingwalls parallel (extension of sides)	
Square-edged at crown	0.7
Side- or sloped-tapered inlet	0.2

Source: U.S. Department of Transportation (1965).

* Note: "End section conforming to fill slope," made of either metal or concrete, are the sections commonly available from manufacturers. From limited hydraulic tests they are equivalent in operation to a headwall in both inlet and outlet control. Some end sections, incorporating a closed taper in their design, have a superior hydraulic performance.

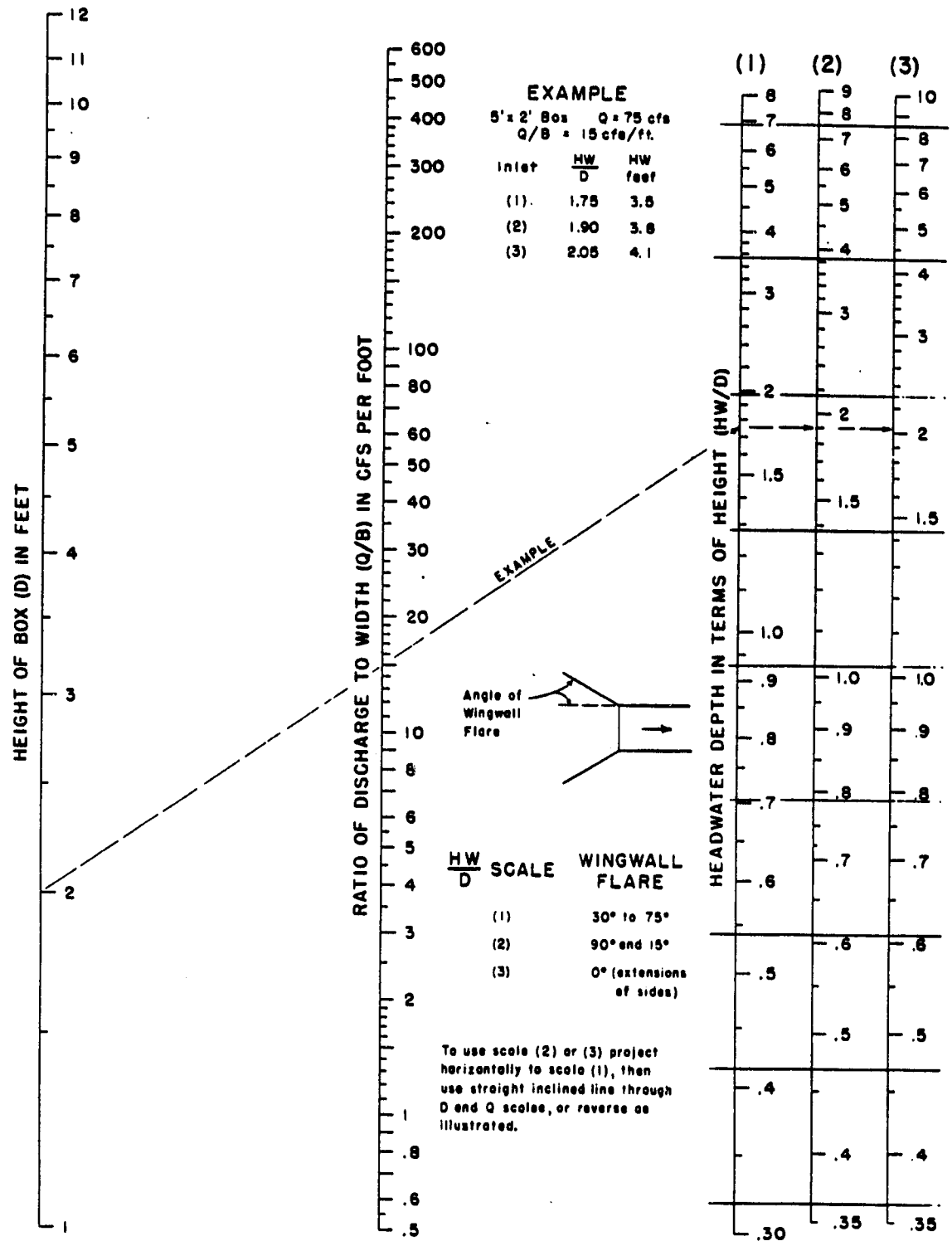
INLET-CONTROL NOMOGRAPHS

Charts 1 through 7

Instructions for Use

1. To determine headwater (HW), given Q, and size and type of culvert.
   a. Connect with a straightedge the given culvert diameter or height (D) and the discharge Q, or $\frac{Q}{B}$ for box culverts; mark intersection of straightedge on $\frac{HW}{D}$ scale marked (1).
   b. If $\frac{HW}{D}$ scale marked (1) represents entrance type used, read $\frac{HW}{D}$ on scale (1). If another of the three entrance types listed on the nomograph is used, extend the point of intersection in (a) horizontally to scale (2) or (3) and read $\frac{HW}{D}$.
   c. Compute HW by multiplying $\frac{HW}{D}$ by D.
2. To determine discharge (Q) per barrel, given HW, and size and type of culvert.
   a. Compute $\frac{HW}{D}$ for given conditions.
   b. Locate $\frac{HW}{D}$ on scale for appropriate entrance type. If scale (2) or (3) is used, extend $\frac{HW}{D}$ point horizontally to scale (1).
   c. Connect point $\frac{HW}{D}$ scale (1) as found in (b) above and the size of culvert on the left scale. Read Q or $\frac{Q}{B}$ on the discharge scale.
   d. If $\frac{Q}{B}$ is read in (c) multiply by B (span of box culvert) to find Q.
3. To determine culvert size, given Q, allowable HW and type of culvert.
   a. Using a trial size, compute $\frac{HW}{D}$.
   b. Locate $\frac{HW}{D}$ on scale for appropriate entrance type. If scale (2) or (3) is used, extend $\frac{HW}{D}$ point horizontally to scale (1).
   c. Connect point on $\frac{HW}{D}$ on scale (1) as found in (b) above to given discharge and read diameter, height or size of culvert required for $\frac{HW}{D}$ value.
   d. If D is not that originally assumed, repeat procedure with a new D.

CHART I



HEADWATER DEPTH FOR BOX CULVERTS WITH INLET CONTROL

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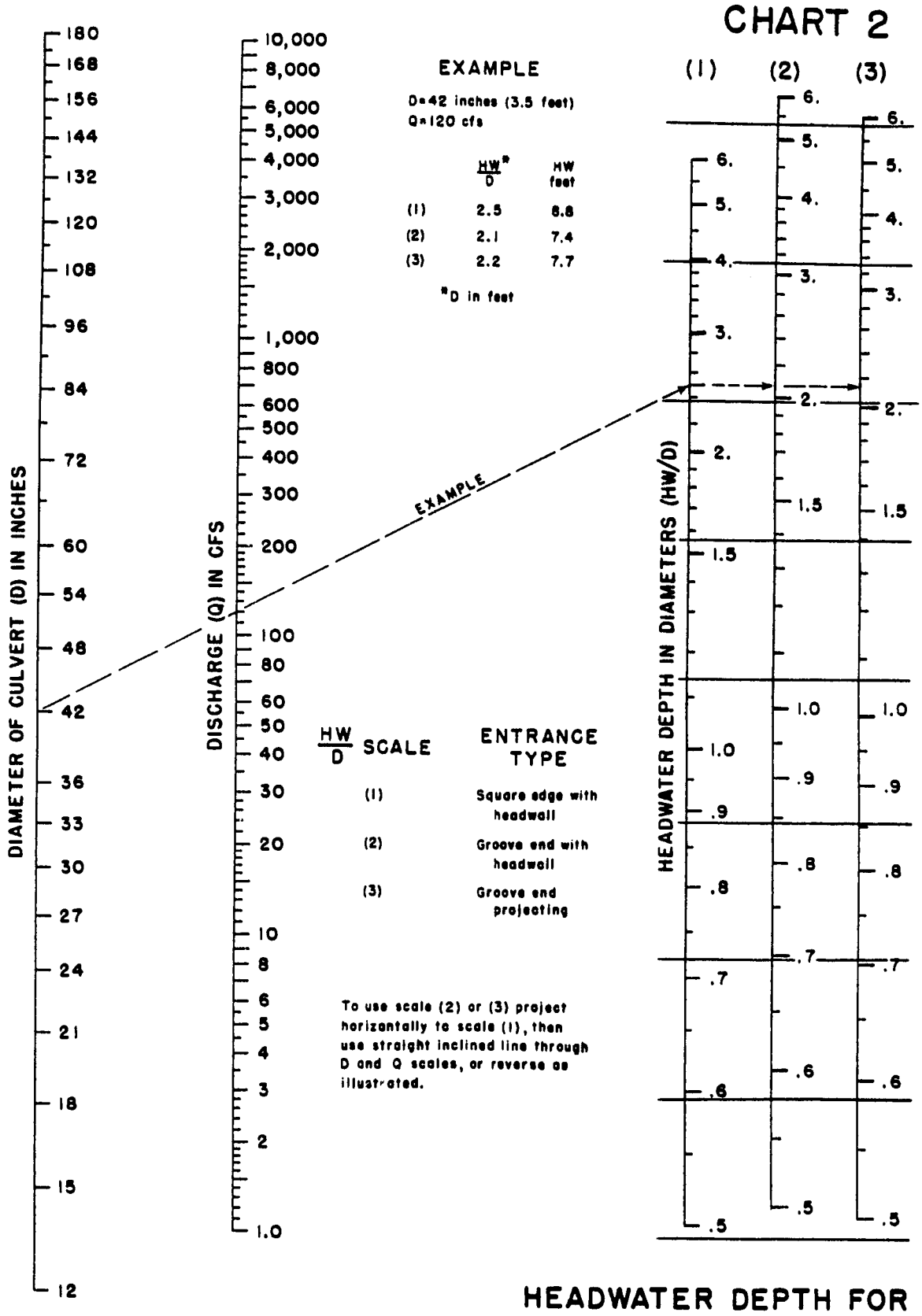
CHART 2



HEADWATER SCALES 2 & 3
REVISED MAY 1964

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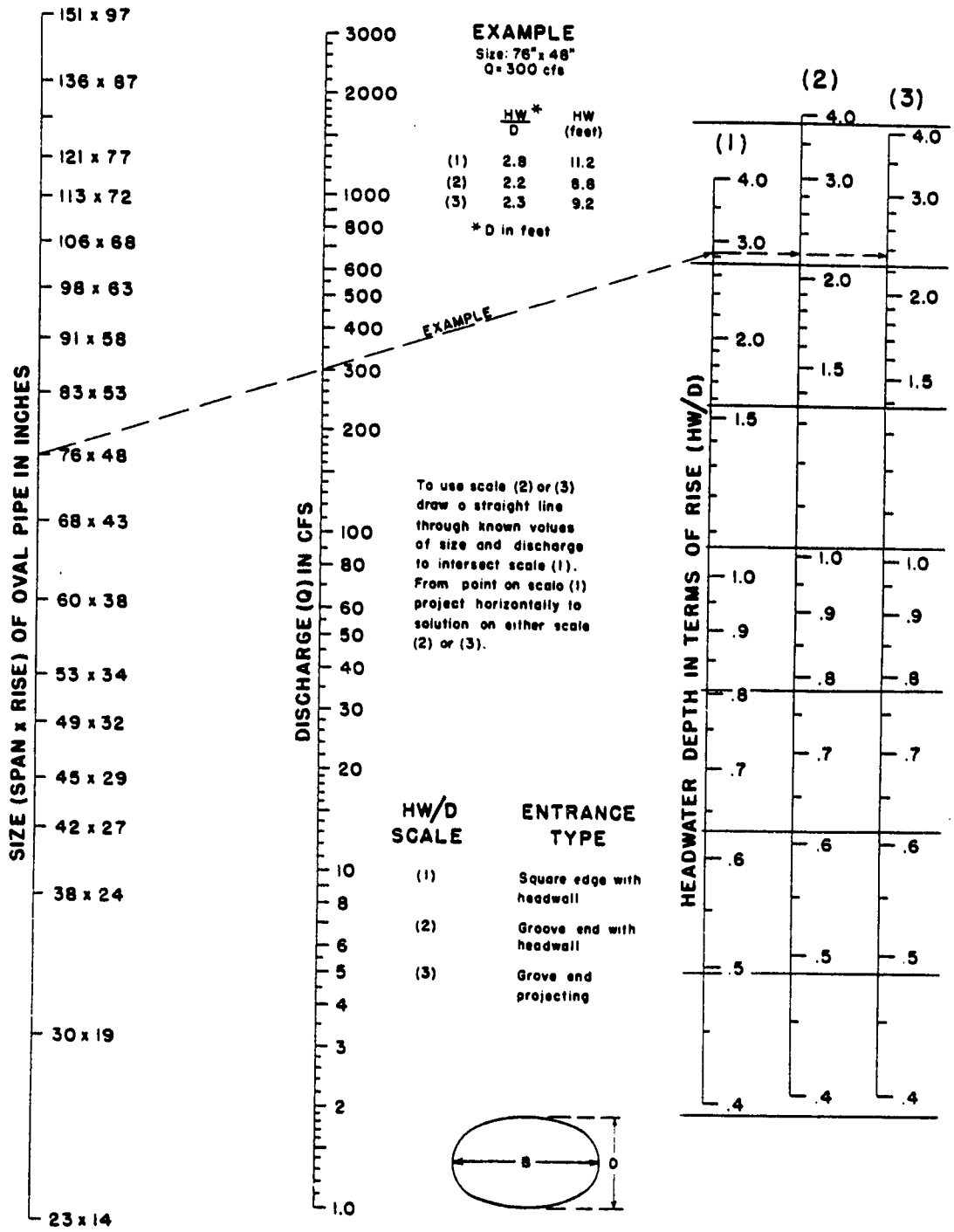
HEADWATER DEPTH FOR CONCRETE PIPE CULVERTS WITH INLET CONTROL

CHART 3 0034



HEADWATER DEPTH FOR
OVAL CONCRETE PIPE CULVERTS
LONG AXIS HORIZONTAL
WITH INLET CONTROL

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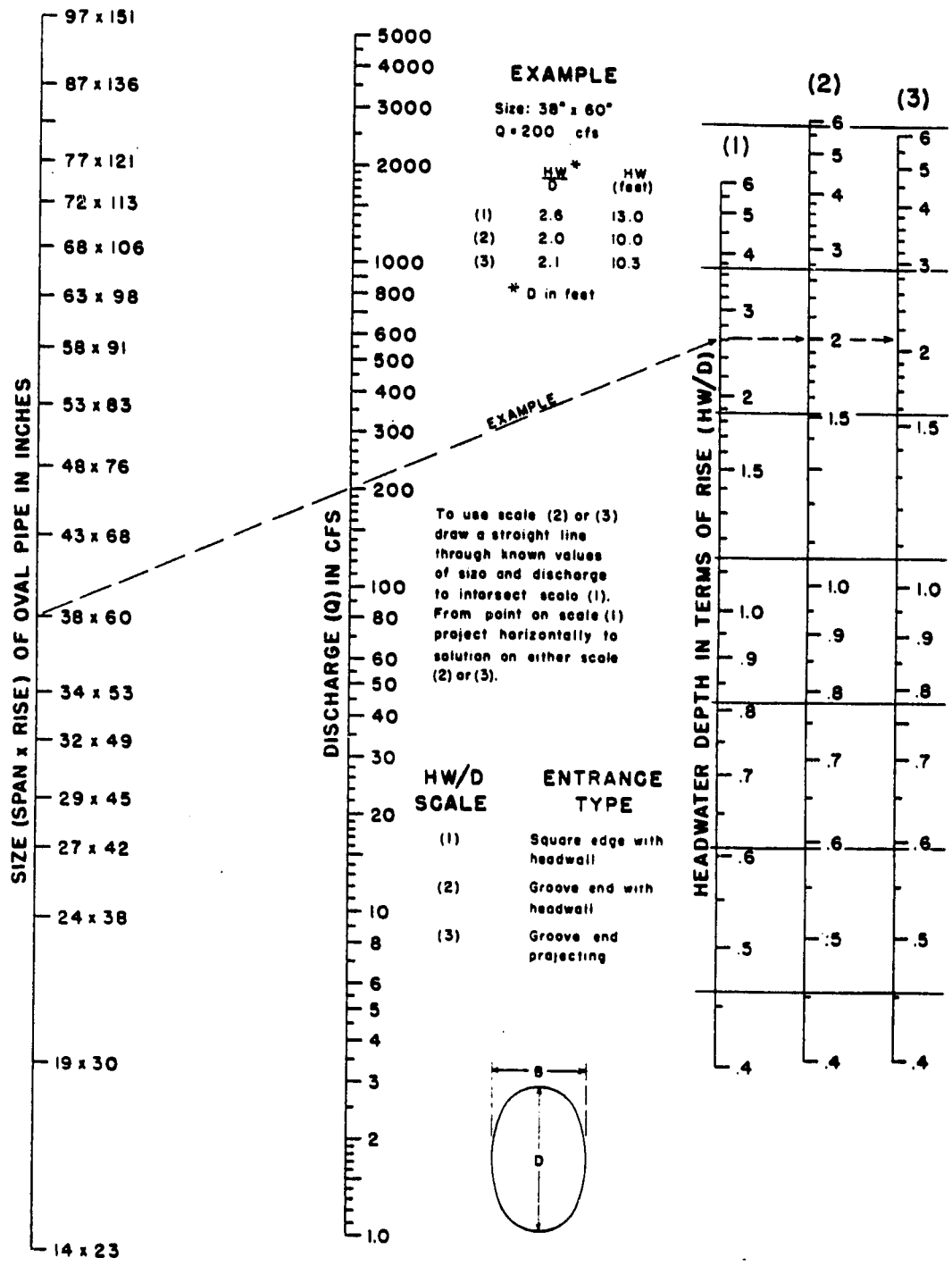

HEADWATER DEPTH FOR
OVAL CONCRETE PIPE CULVERTS
LONG AXIS VERTICAL
WITH INLET CONTROL

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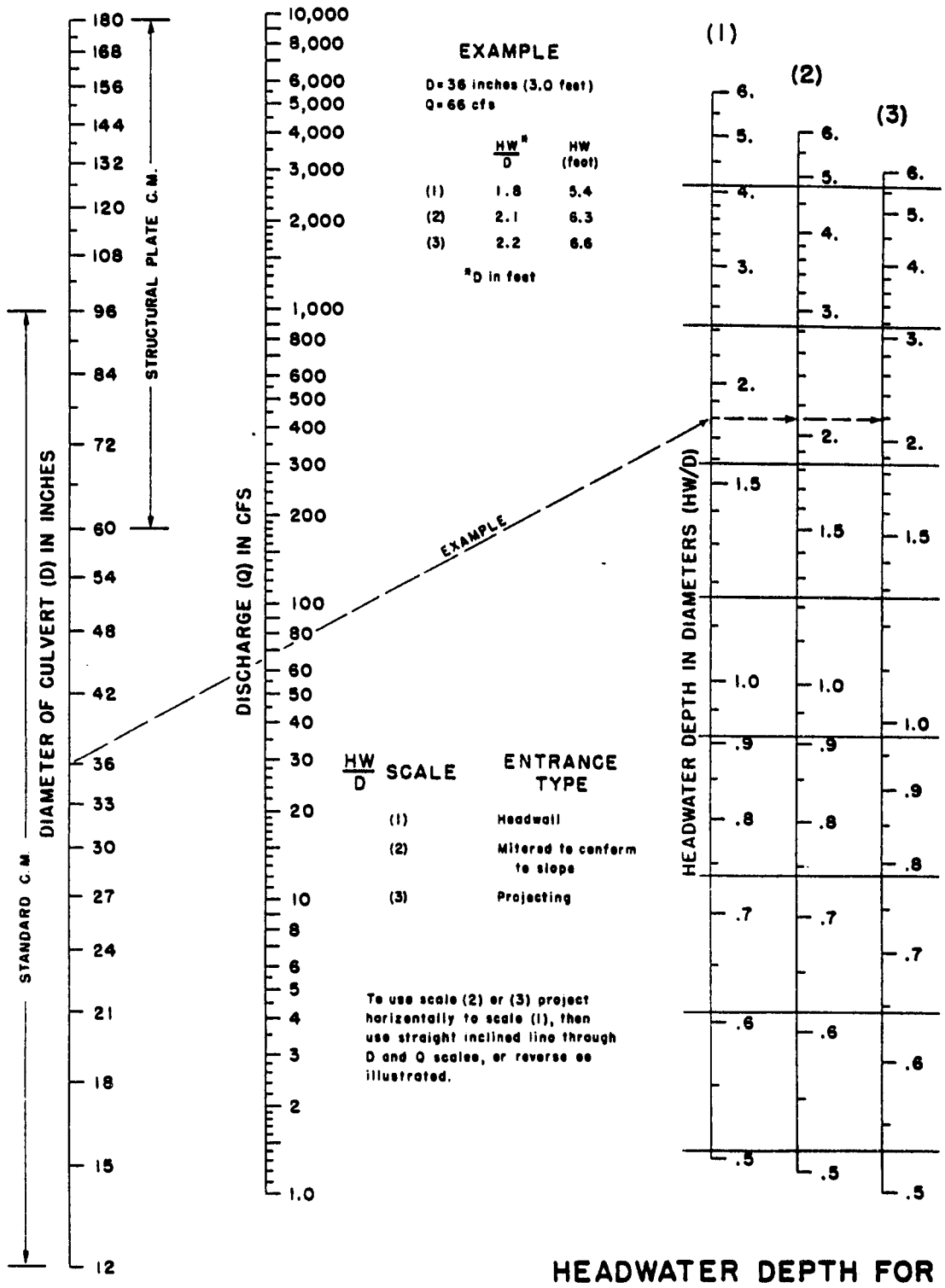
CHART 5



HEADWATER DEPTH FOR C. M. PIPE CULVERTS WITH INLET CONTROL

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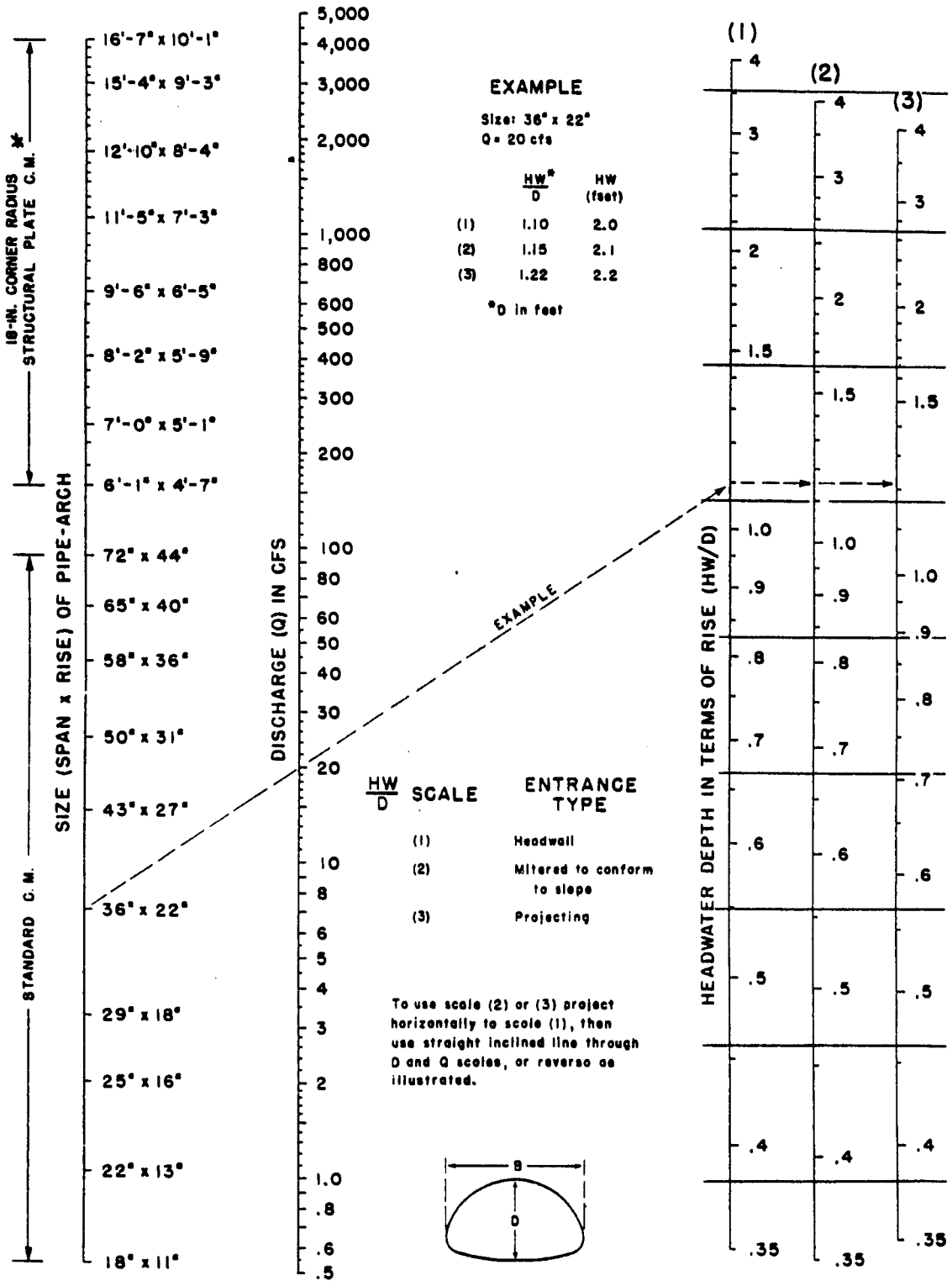

*ADDITIONAL SIZES NOT DIMENSIONED ARE LISTED IN FABRICATOR'S CATALOG

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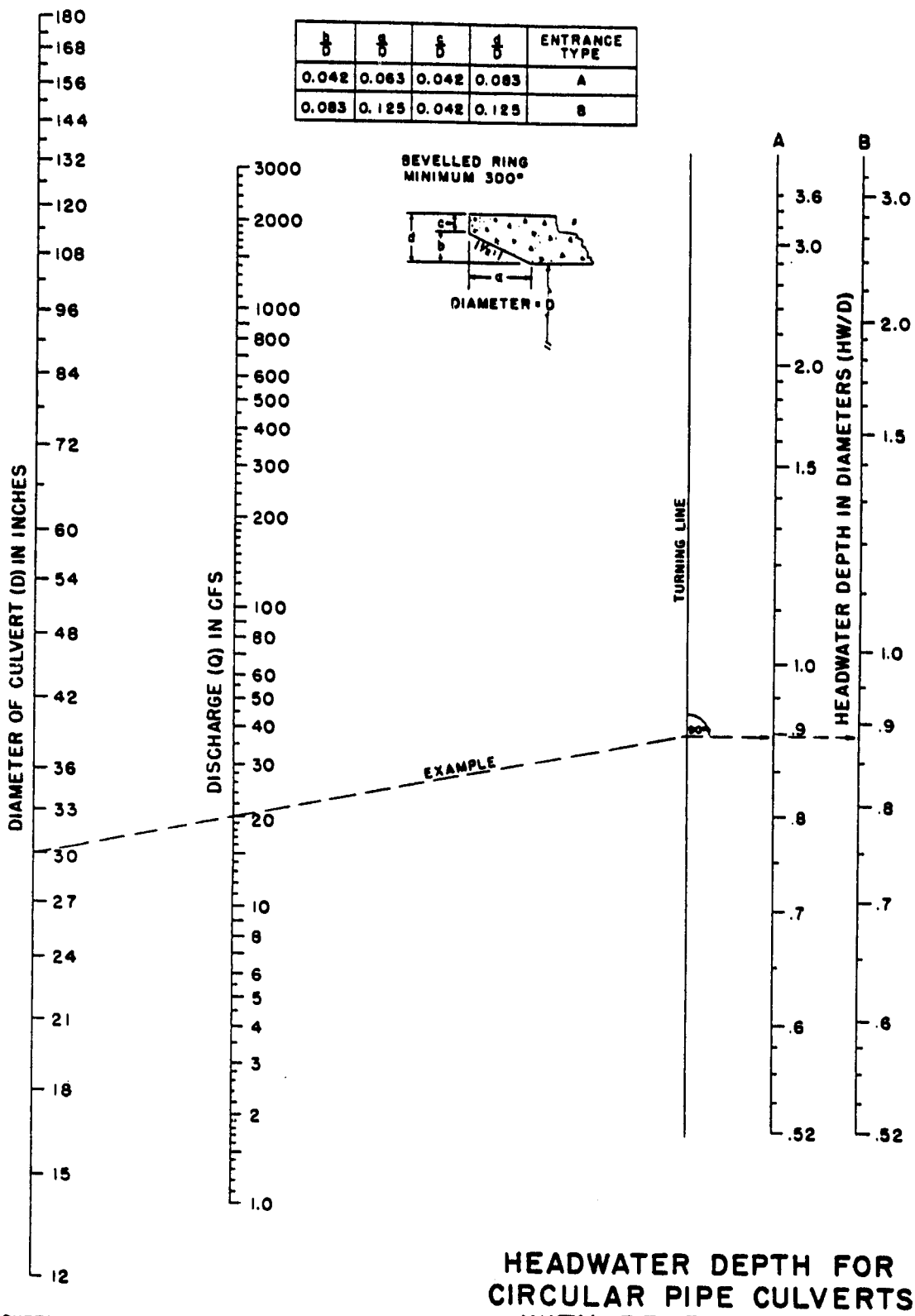
HEADWATER DEPTH FOR C. M. PIPE-ARCH CULVERTS WITH INLET CONTROL

CHART 7

b/D	a/D	c/D	d/D	ENTRANCE TYPE
0.042	0.063	0.042	0.083	A
0.083	0.125	0.042	0.125	B



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HEADWATER DEPTH FOR CIRCULAR PIPE CULVERTS WITH BEVELLED RING INLET CONTROL

OUTLET-CONTROL NOMOGRAPHS

Charts 8 through 14

Instructions for Use

Outlet control nomographs solve Equation 4-3, for head H when the culvert barrel flows full for its entire length. They are also used to determine head H for some part-full flow conditions with outlet control. These nomographs do not give a complete solution for finding headwater HW, since they only give H in Equation 4-5, $HW = H+d_2-LS_o$.

1. To determine head H for a given culvert and discharge Q.
   a. Locate appropriate nomograph for type of culvert selected. Find k_e for entrance type in Table 4-2.
   b. Begin nomograph solution by locating starting point on length scale. To locate the proper starting point on the length scales, follow instructions below:
      (1) If the n value of the nomograph corresponds to that of the culvert being used, select the length curve for the proper k_e and locate the starting point at the given culvert length. If a k_e curve is not shown for the selected k_e, see (2) below. If the n value for the culvert selected differs from that of the nomograph, see (3) below.
      (2) For the n value of the nomograph and a k_e intermediate between the scales given, connect the given length on adjacent scales by a straight line and select a point on this line spaced between the two chart scales in proportion to the k_e values.
      (3) For a different roughness coefficient n_1 than that of the chart n, use the length scales shown with an adjusted length L_1, calculated by the formula:

$$L_1 = L \frac{n_1}{n}^2$$ See instruction 2 for n values.

c. Using a straightedge, connect point on length scale to size of culvert barrel and mark the point of crossing on the "turning line". See instruction 3 below for size considerations for rectangular box culvert.

d. Pivot the straightedge on this point on the turning line and connect given discharge rate. Read head in feet on the head (H) scale. For values beyond the limit of the chart scales, find H by solving Equation 4-3.

2. For appropriate values of n, see Section 4.2.6.

3. To use the box culvert nomograph, chart 8, for full-flow for other than square boxes.

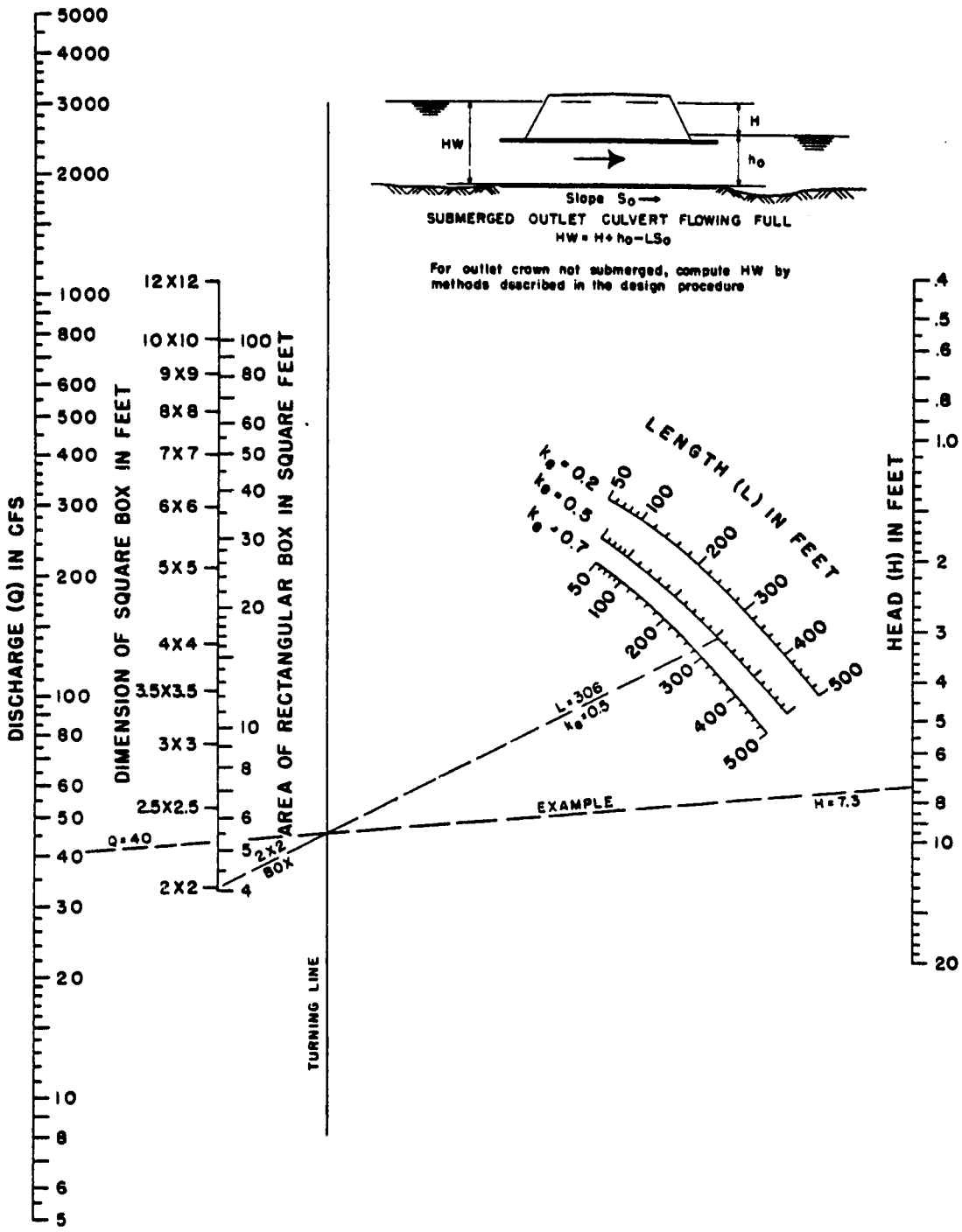
a. Compute cross-sectional area of the rectangular box.

b. Connect proper point (see instruction 1) on length scale to barrel area[1] and mark point on turning line.

c. Pivot the straightedge on this point on the turning line of connect given discharge rate. Read head in feet on the head (H) scale.

[1] The area scale on the nomograph is calculated for barrel cross-sections with span B twice the height D; its close correspondence with area of square boxes assures it may be used for all sections intermediate between square and B = 2D or B = 1/2D. For other box proportions use equation 4-3 for more accurate results.

CHART 8



HEAD FOR
CONCRETE BOX CULVERTS
FLOWING FULL
n = 0.012

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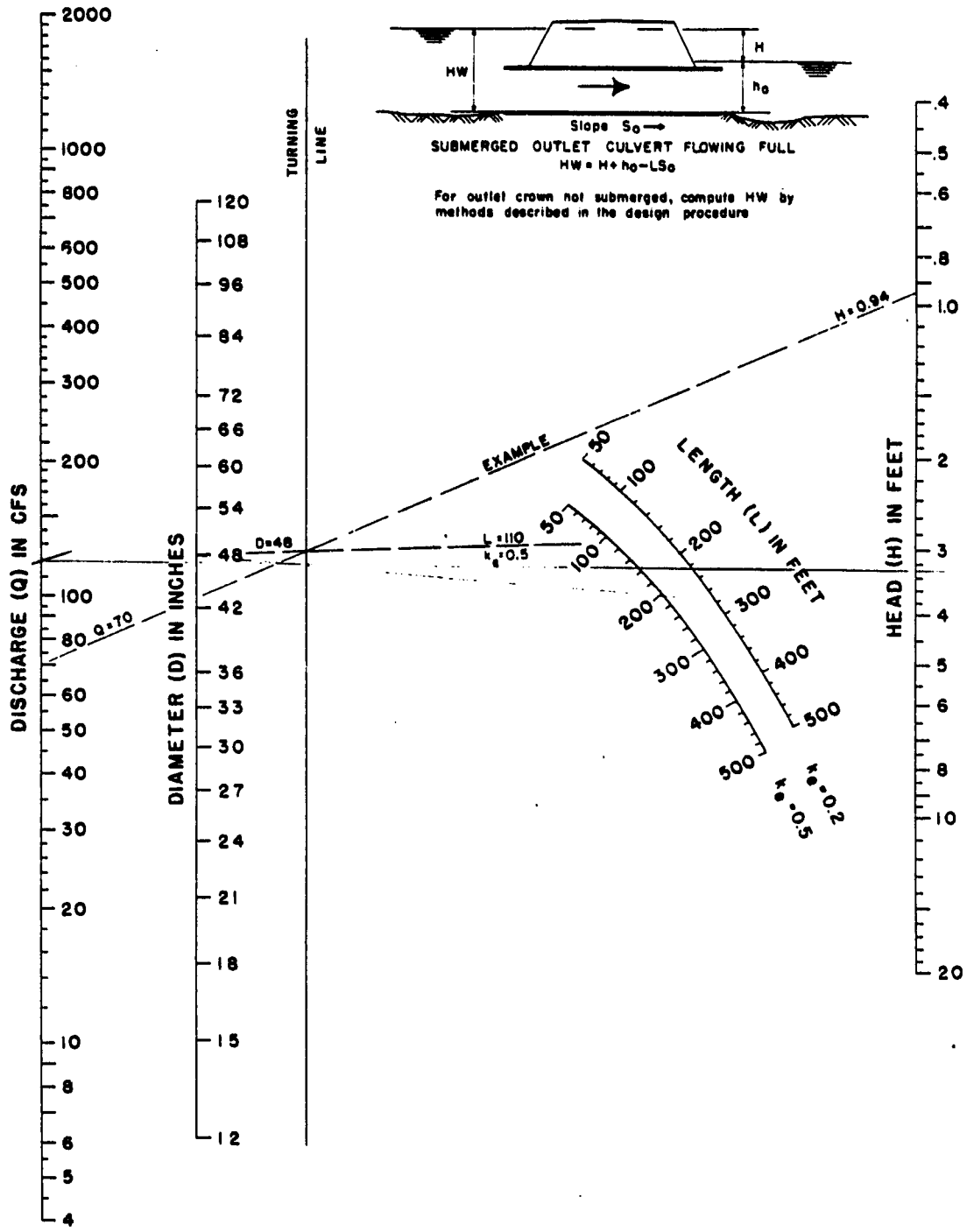

HEAD FOR
CONCRETE PIPE CULVERTS
FLOWING FULL
n = 0.012

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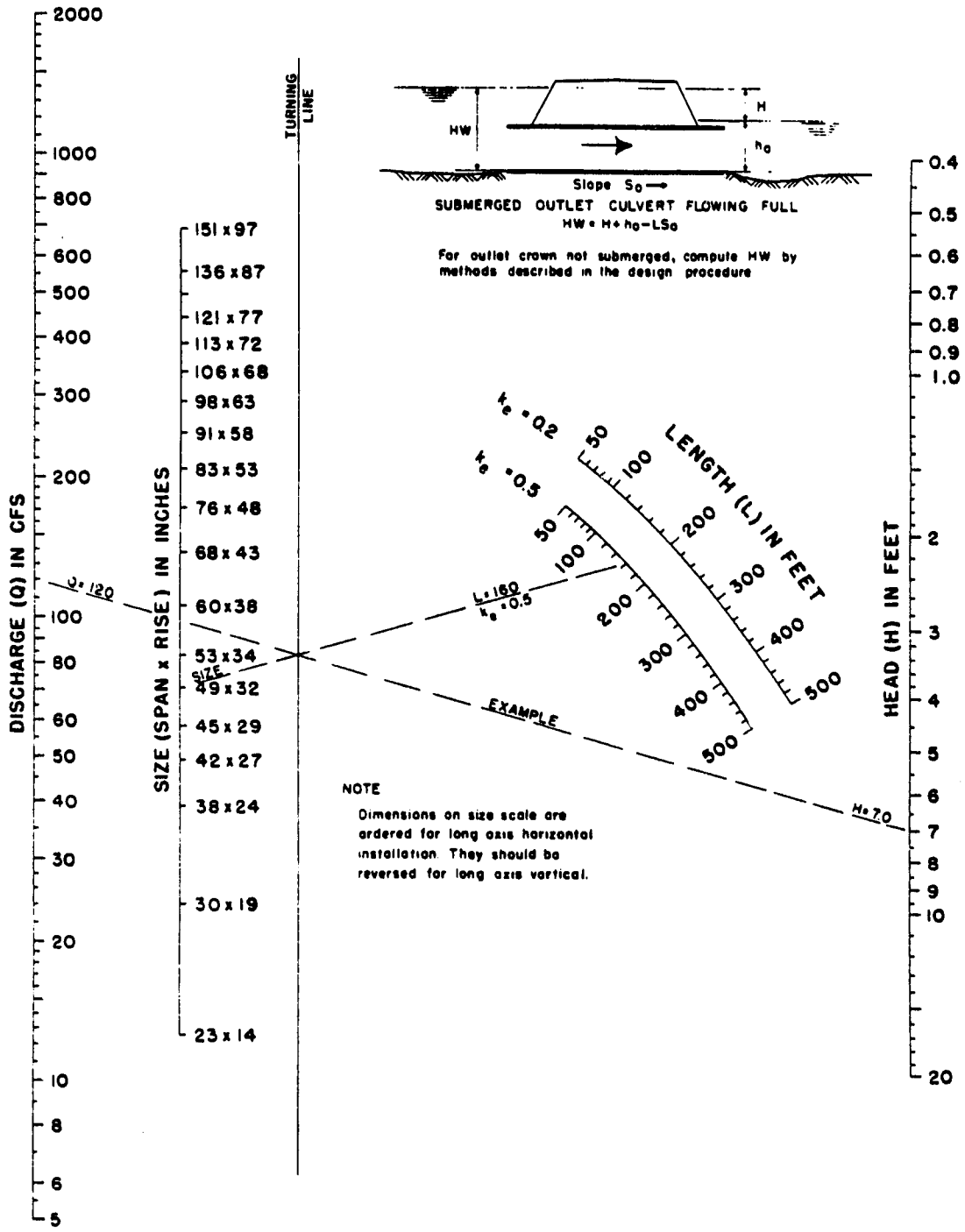
CHART 10



HEAD FOR
OVAL CONCRETE PIPE CULVERTS
LONG AXIS HORIZONTAL OR VERTICAL
FLOWING FULL
n = 0.012

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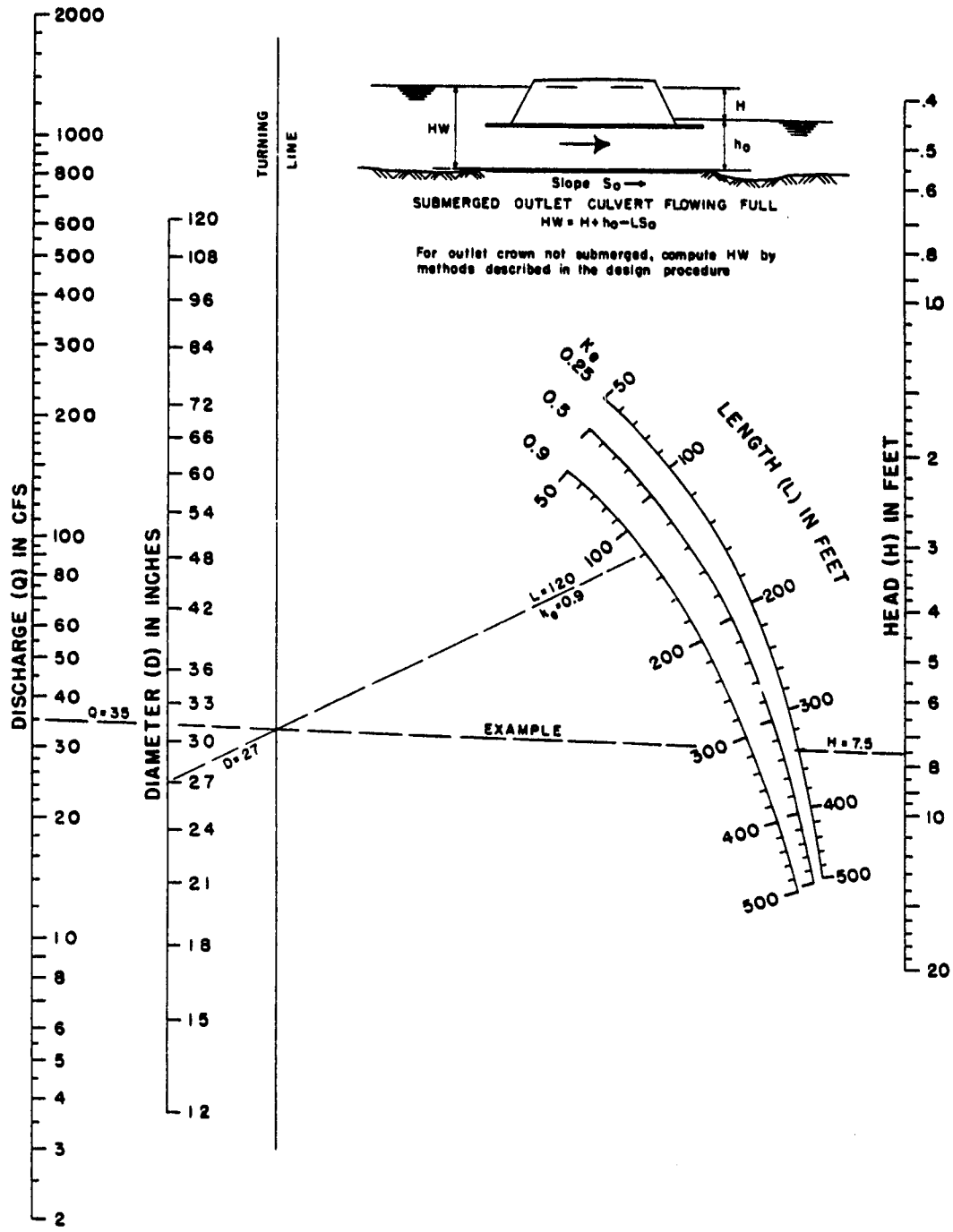
CHART 11



HEAD FOR
STANDARD
C. M. PIPE CULVERTS
FLOWING FULL
n = 0.024

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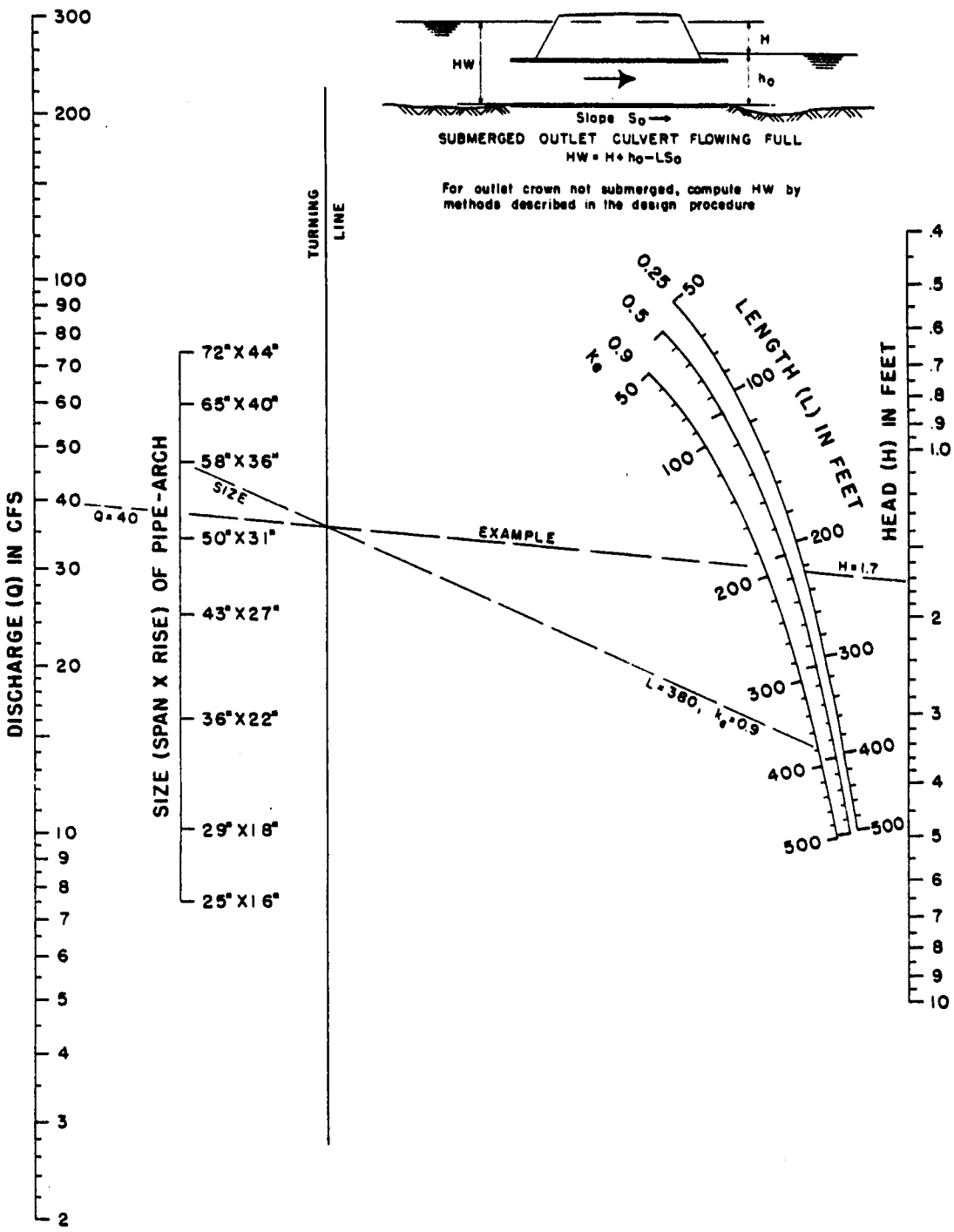
CHART 12



HEAD FOR
STANDARD C. M. PIPE-ARCH CULVERTS
FLOWING FULL
n=0.024

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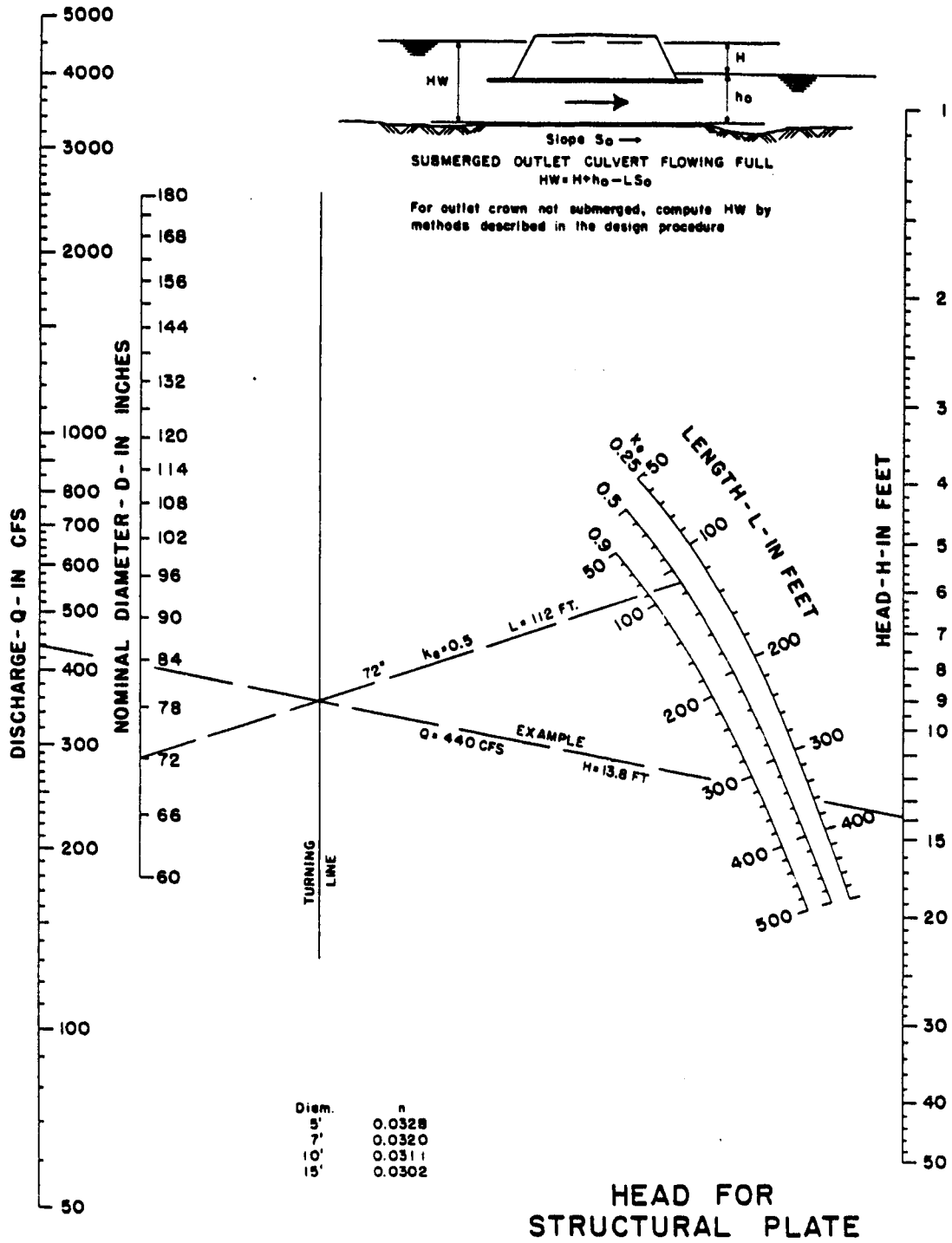

HEAD FOR
STRUCTURAL PLATE
CORR. METAL PIPE CULVERTS
FLOWING FULL
n = 0.0328 TO 0.0302

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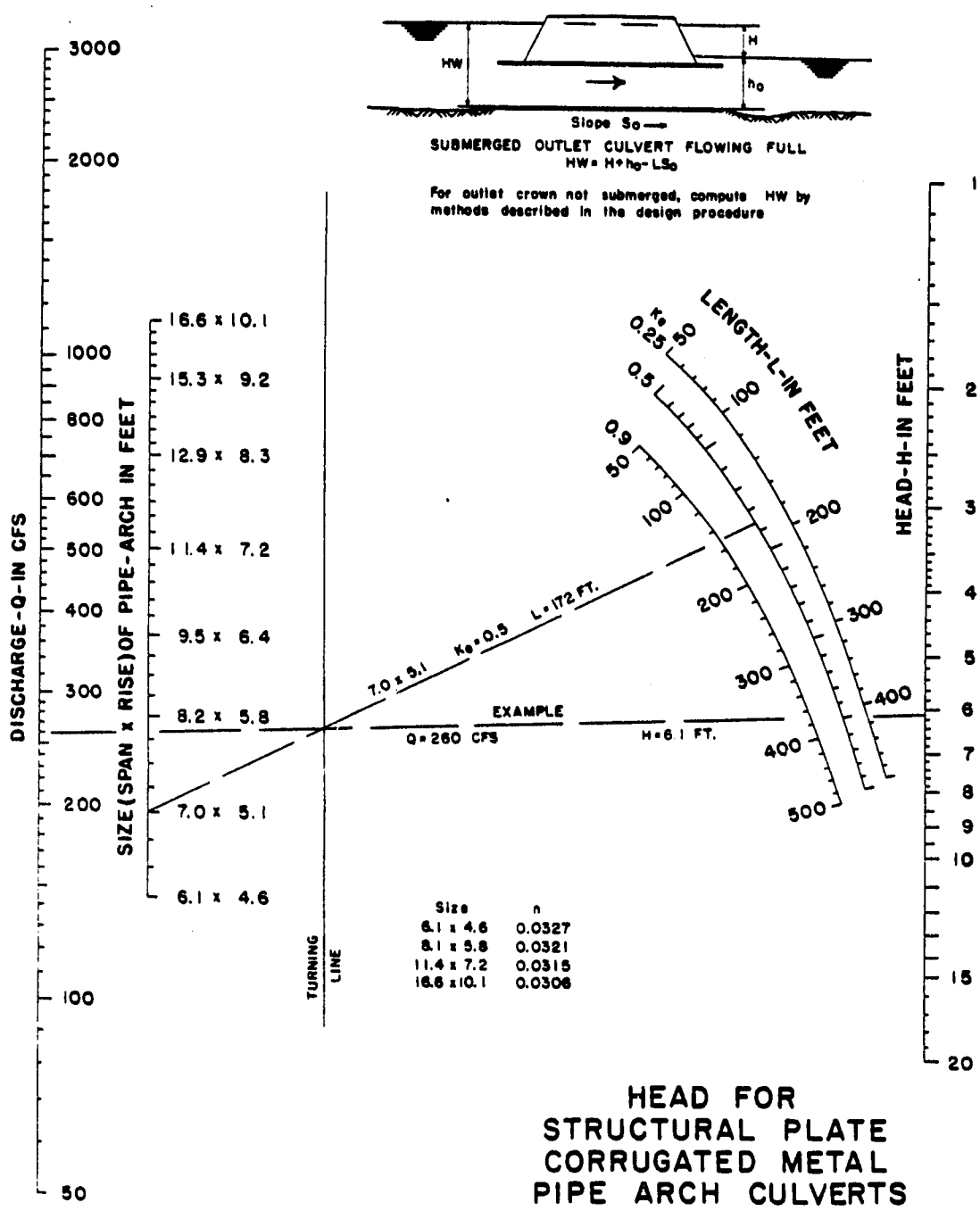
CHART 14

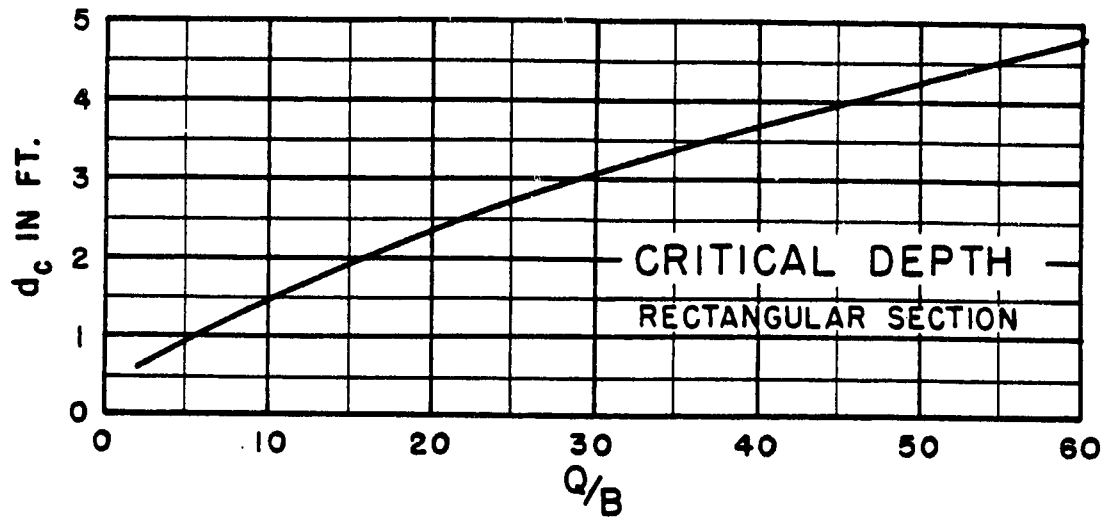


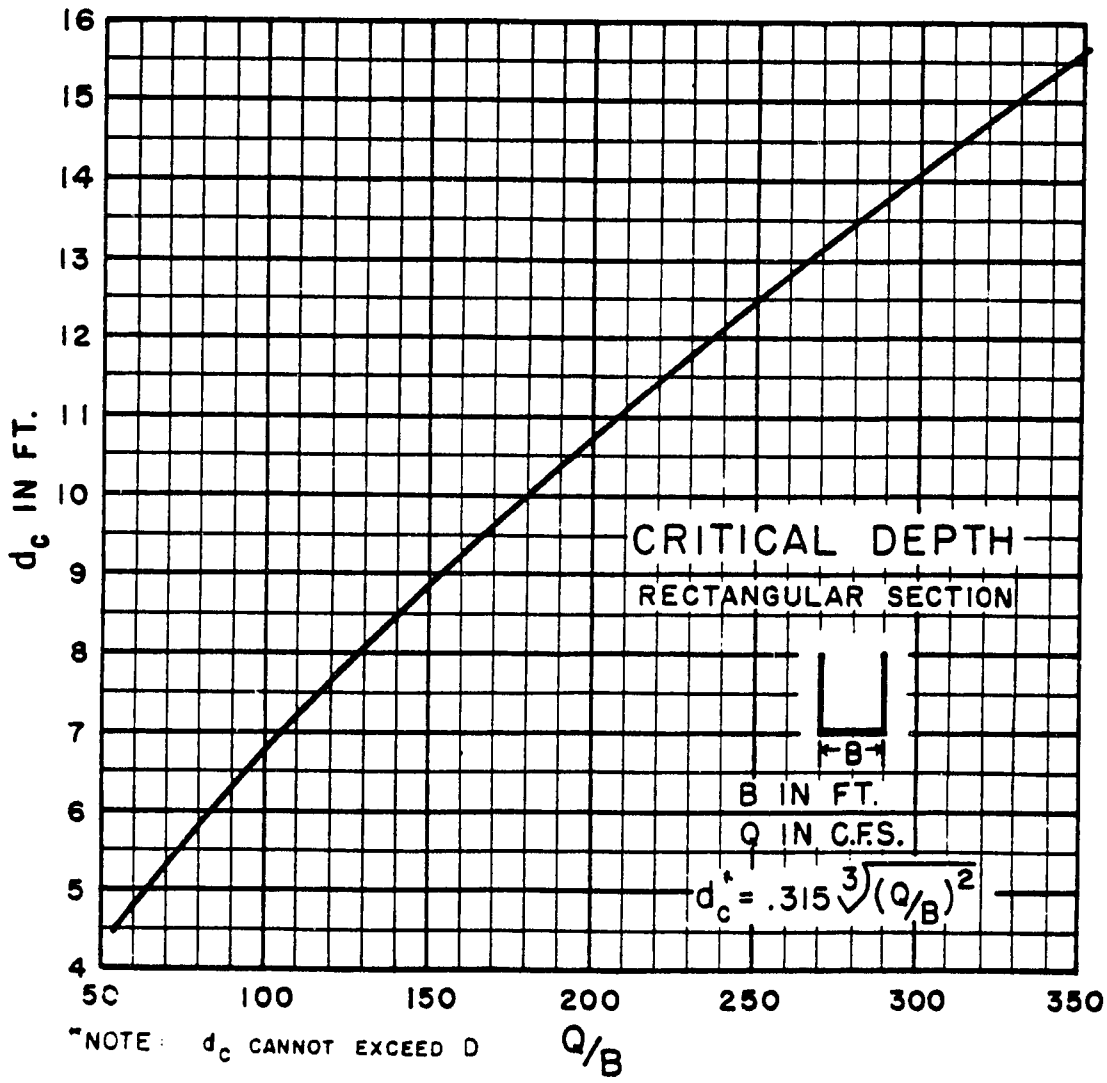
Size	n
6.1 x 4.6	0.0327
8.1 x 5.8	0.0321
11.4 x 7.2	0.0315
16.6 x 10.1	0.0306

HEAD FOR
STRUCTURAL PLATE
CORRUGATED METAL
PIPE ARCH CULVERTS
18 IN. CORNER RADIUS
FLOWING FULL
n = 0.0327 TO 0.0306

BUREAU OF PUBLIC ROADS JAN. 1963

CHART 15

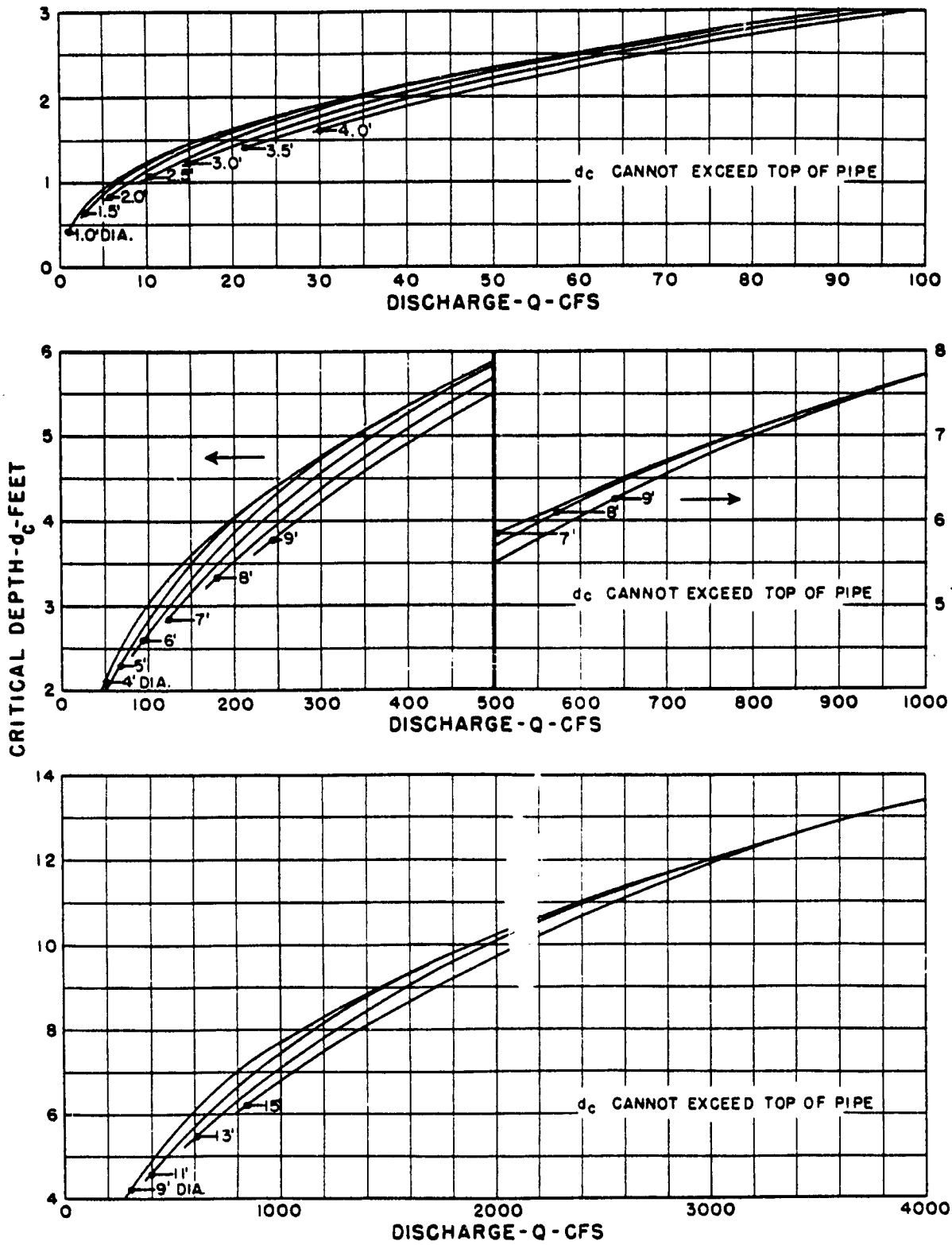




*NOTE: d_c CANNOT EXCEED D

BUREAU OF PUBLIC ROADS JAN 1963

CHART 16

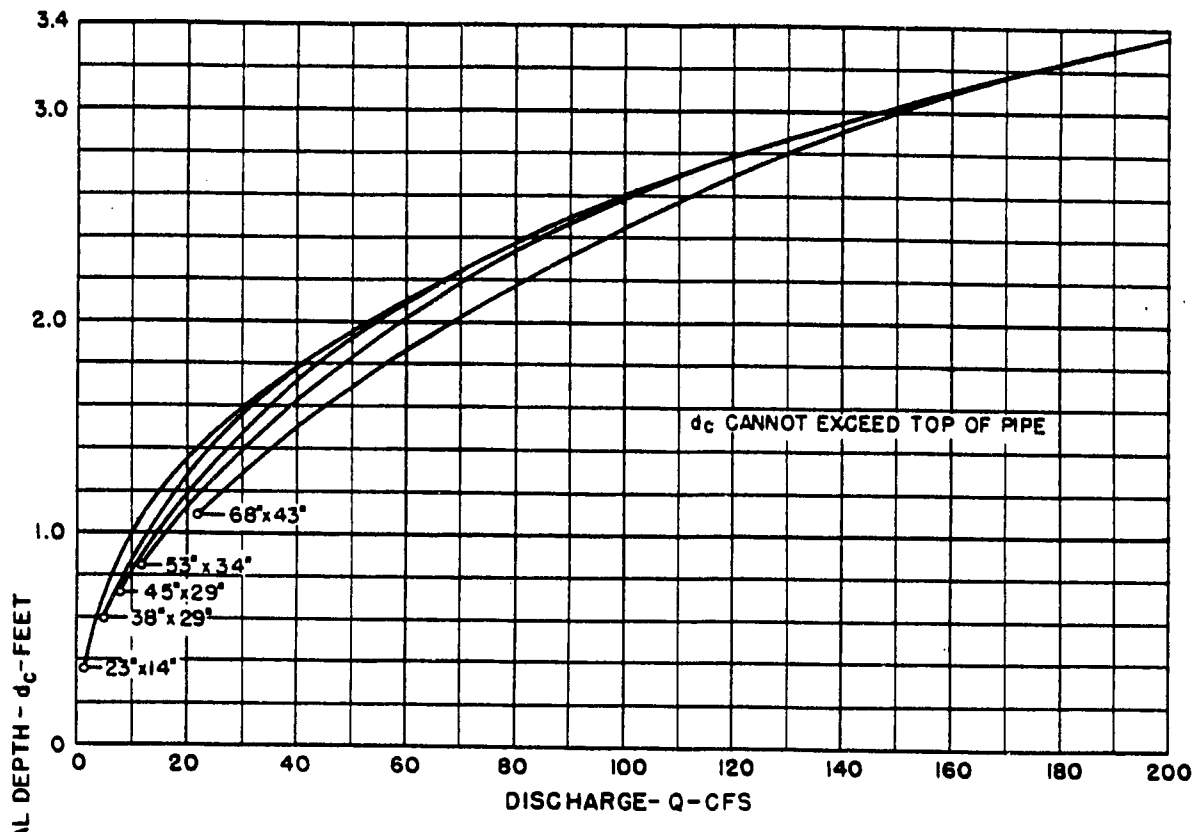


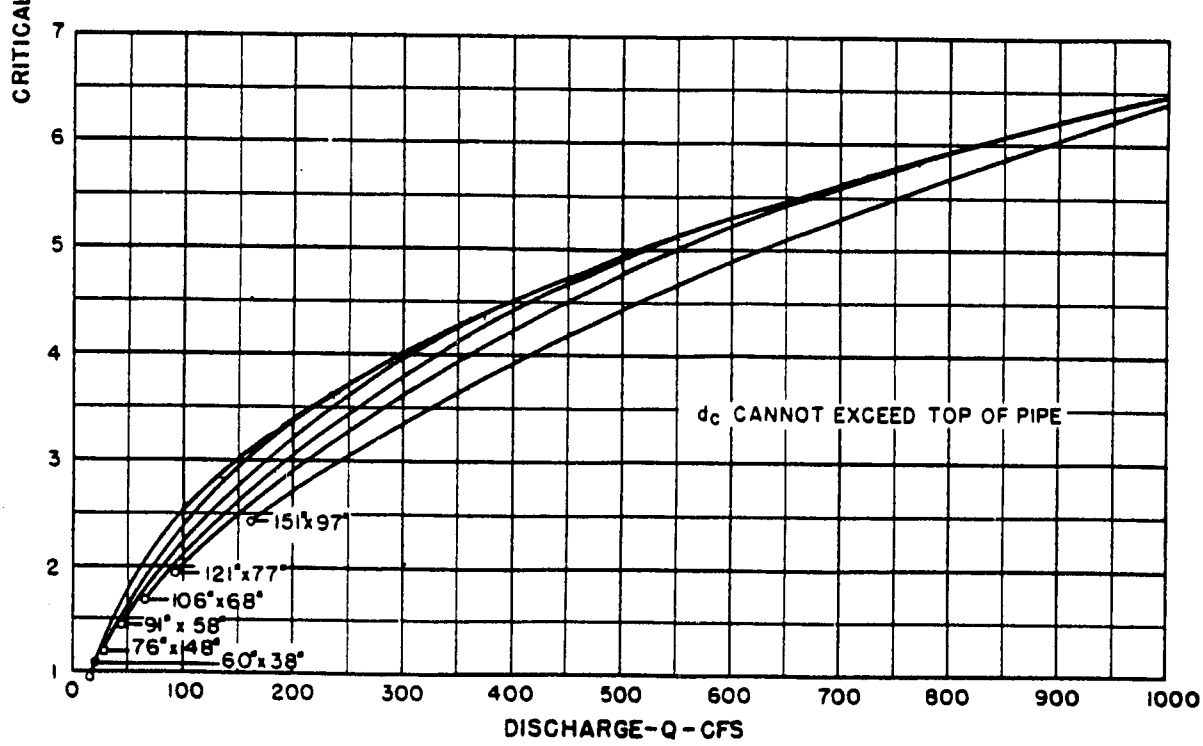
BUREAU OF PUBLIC ROADS

JAN. 1964

CRITICAL DEPTH
CIRCULAR PIPE

CHART 17

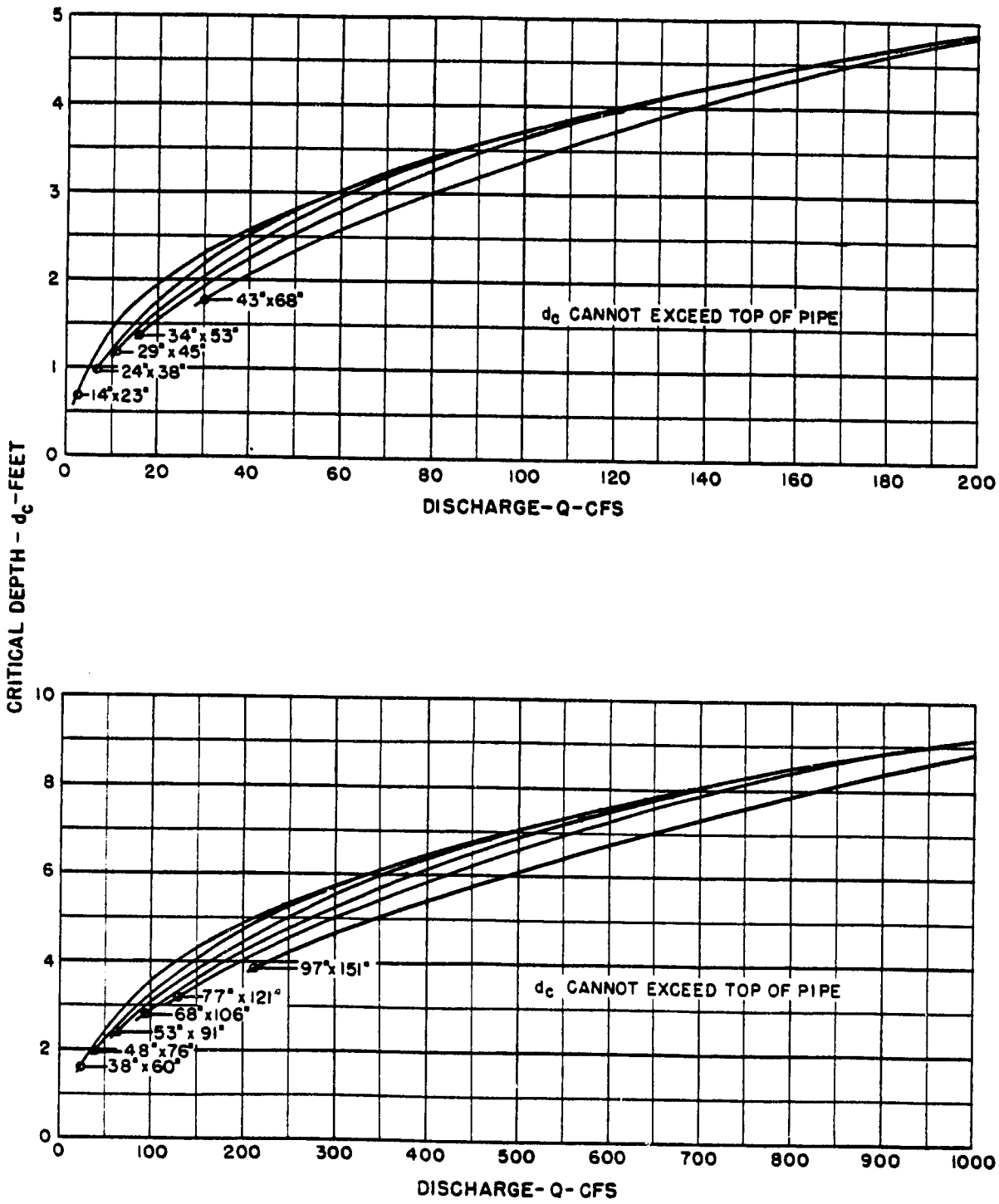




BUREAU OF PUBLIC ROADS

JAN. 1964

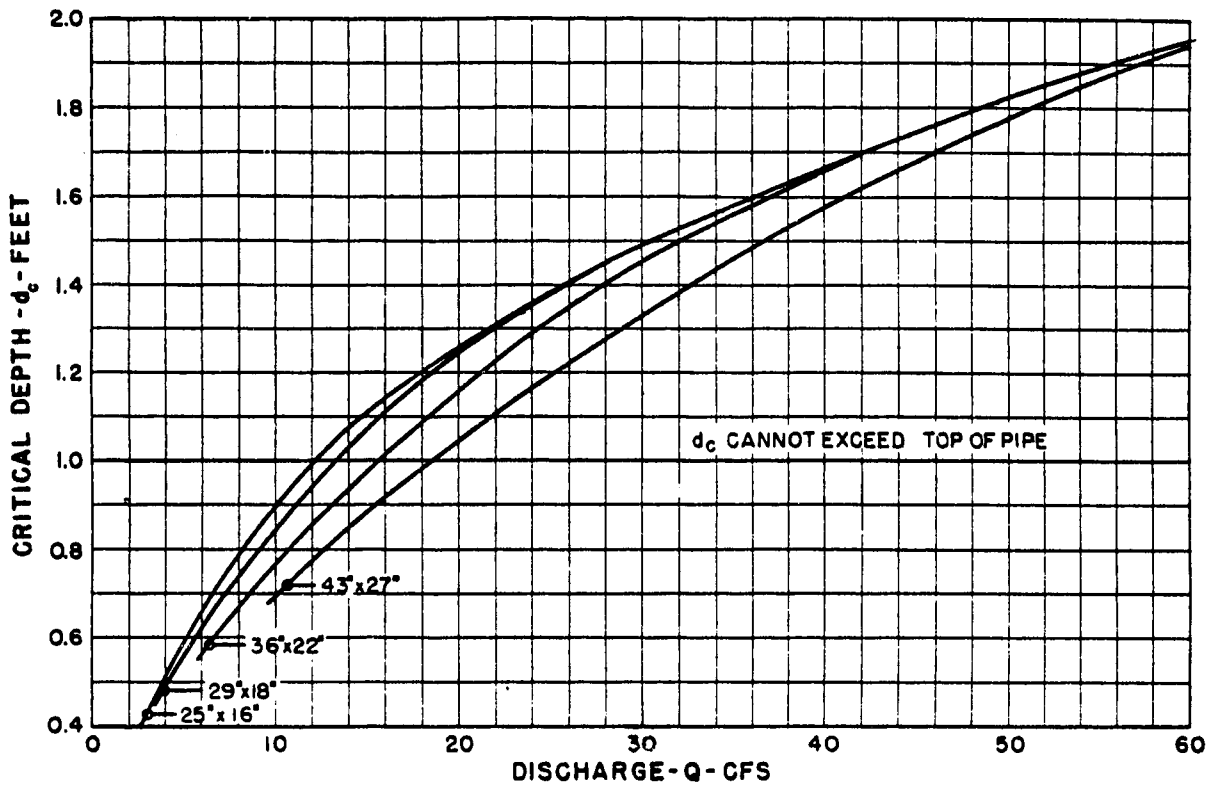
CRITICAL DEPTH
OVAL CONCRETE PIPE
LONG AXIS HORIZONTAL

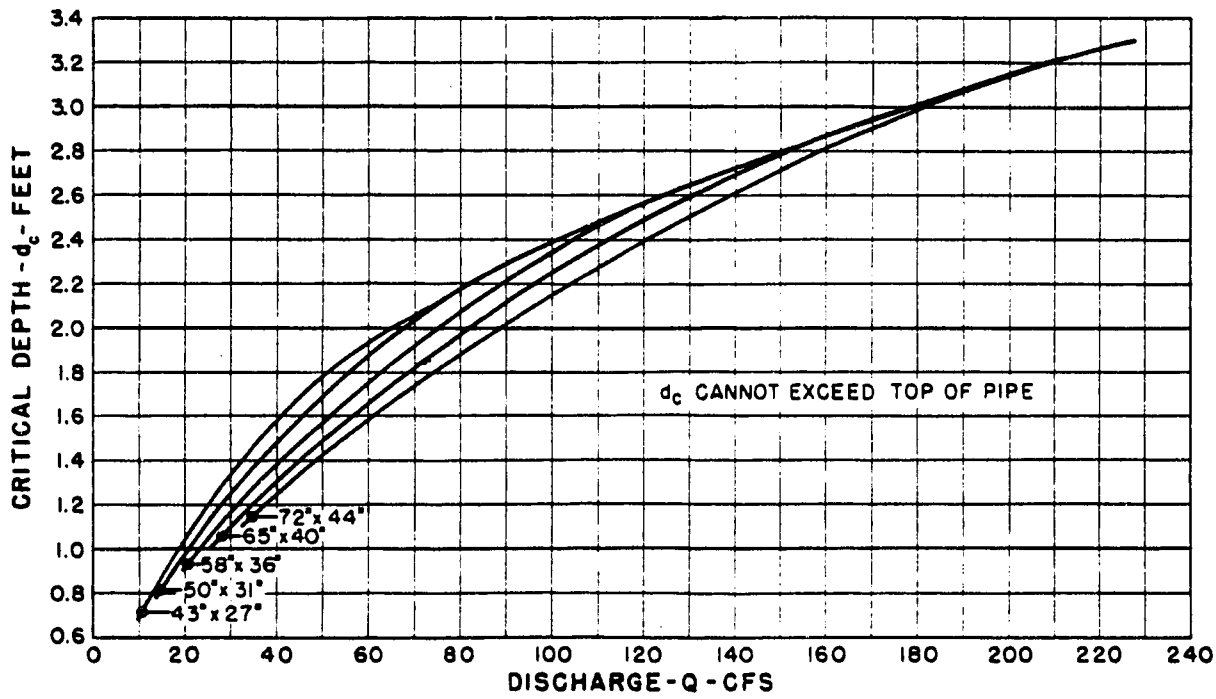


BUREAU OF PUBLIC ROADS

JAN. 1964

CRITICAL DEPTH
OVAL CONCRETE PIPE
LONG AXIS VERTICAL

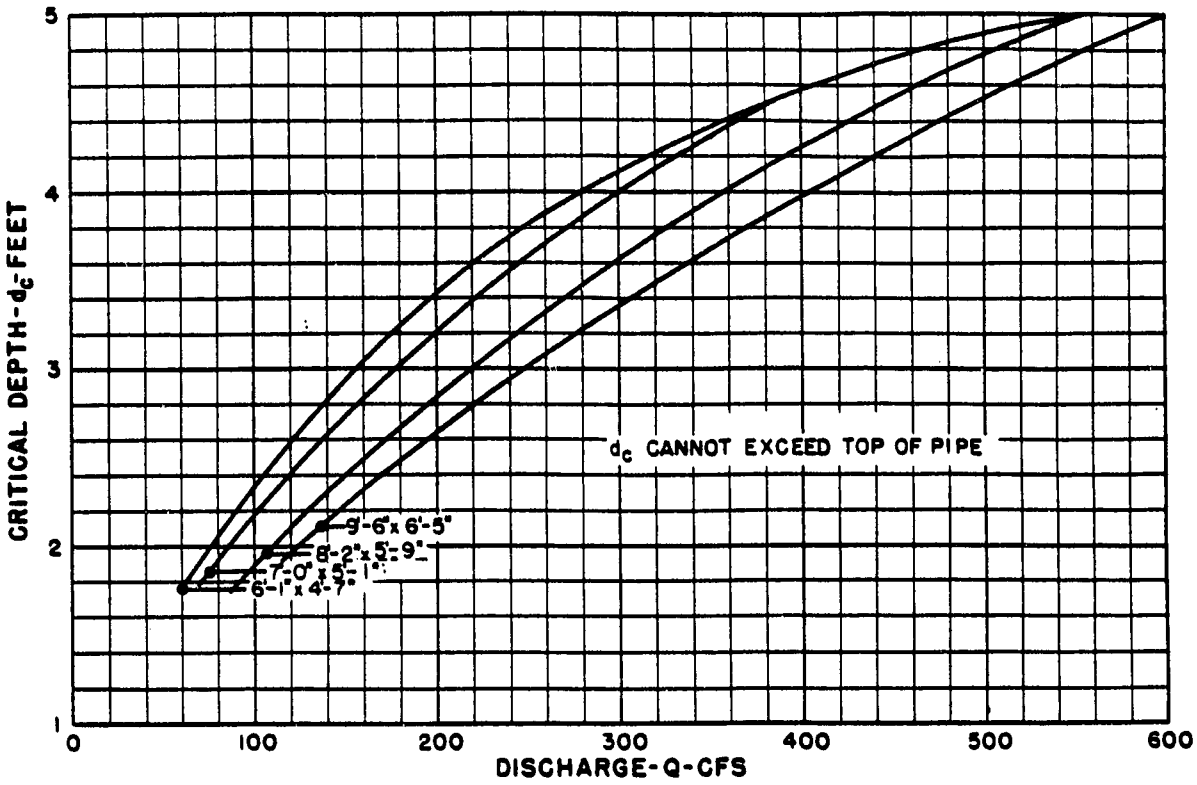


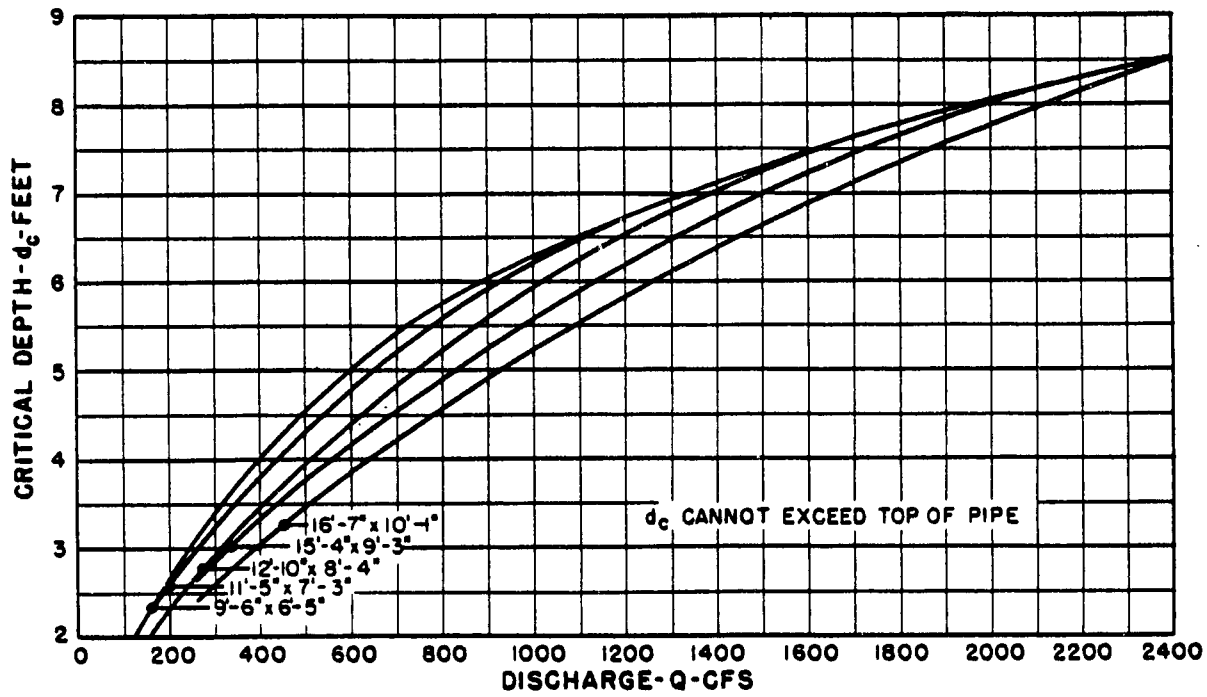


BUREAU OF PUBLIC ROADS

JAN. 1964

CRITICAL DEPTH
STANDARD C.M. PIPE-ARCH





BUREAU OF PUBLIC ROADS

JAN. 1964

CRITICAL DEPTH
STRUCTURAL PLATE
C. M. PIPE-ARCH

18 INCH CORNER RADIUS

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5.0 STORM SEWERS AND OVERLAND FLOW

5.1 GENERAL

Due to the flat terrain in Fort Bend County, it is infeasible in certain areas to convey the runoff from extreme rainfall events entirely via an underground storm sewer system. Local flooding will occur in areas away from the primary drainage channels because it is simply uneconomical to provide a storm sewer pipe large enough to totally carry the infrequent, severe storm events. For this reason, a sheet flow analysis is required so that street design and alignment assure that excess runoff from extreme storm events will be conveyed to primary drainage channels safely. Sheet flow corridors shall be designated and all required right-of-way dedicated to the Drainage District. Special consideration must also be given for off-site sheet flows and their impacts on the planned subdivision.

The discussion presented in this section will be directed primarily at curb-and-gutter streets with underground storm sewers. Roadside ditch systems are acceptable in certain instances, but are not preferred.

5.2 RUNOFF ANALYSES

5.2.1 Frequency Considerations

Flooding in Fort Bend County is generally associated with one of two types of severe rainfall events. The first type is a localized high intensity rainfall of short duration which floods a small localized area causing ponding of water and interruption of traffic flow. The second type is a more generalized rainfall of longer duration which can cause more widespread flooding and can result in severe damage and loss of life. This second type of storm event is generally used to design channels for draining large areas.

In designing storm sewers for draining small developments, it is the localized high intensity, short duration rainfall event which is used. However, since these storm sewers usually drain into open channels, which are used to convey the runoff from larger areas, the design must take into consideration the interaction of these two systems.

Figure 5-1 illustrates the effect on the hydraulic grade line of a storm sewer for three outlet conditions. Assuming the outlet channel is at its 25-year water level, it can be seen from Part A of Figure 5-1 that the hydraulic grade line for the standard design condition remains at or below the gutter level at the furthest inlet. For this condition, there is no street ponding and the storm sewers are functioning at or below their design capacity.

Parts B and C of the Figure show the case where the tailwater condition is above the design level. Street ponding begins to occur throughout the storm sewer drainage system, as the storm sewers are unable to operate at their design capacity. This local flooding situation could also occur when the tailwater is below design conditions if local rainfall is in excess of that used in the design of the storm sewer system. As this widespread street ponding starts to occur, provisions must be made to limit the depth of ponding to a level below that which will cause significant property damage. In general, flood elevations shall be considered unacceptable when they exceed the lowest of the following: 1) one foot over natural ground; 2) one foot over top or curb; or 3) one foot below the lowest slab elevation.

5.2.2 General Design Guidelines

Storm sewers shall be designed to carry the design storm peak flow. Use of the Rational Method for drainage areas less than 200 acres or the drainage area-discharge curves for areas between 200 and 2000 acres is acceptable. A detailed description of these techniques is contained in Section 2.0 of this manual.

For all storm sewer systems or for enclosing an existing open channel, the hydraulic calculations and hydraulic profiles along with the construction plans of the closed-conduit system must be submitted to the Drainage District for review.

A preliminary design should first be performed utilizing the design storm and the Rational Method in conjunction with the design curves shown in Figure 5-2 and partially summarized in Table 5-1. Then, if necessary, adjust the sizes of the pipes or boxes to meet the required hydraulic grade line criteria outlined in Section 5.2.3 which follows.

5.2.3 Specific Design Flow Frequency Criteria

The recommended design flow frequency criteria to be used for continuous closed-conduit systems are given below:

1. For all drainage areas, the design flows shall be determined utilizing the Rational Method and storm sewer curves (See Figure 5-2) shown in Table 5-1 as a minimum. The conduit shall be designed in accordance with methodology as outlined in Section 5.3.2

2. For portions of the system serving areas between 100 acres and 200 acres, it is additionally required that the 25-year hydraulic grade line be at or below the gutter line for the portion of the system which drains 100 or more acres. For this computation, the 25-year discharge for fully developed conditions based on the Rational Method (See Section 2.4) should be used. A 25-year design water surface should be assumed in the outfall channel.

3. For portions of the system serving an area larger than 200 acres, the 100-year flow for fully developed conditions shall be used

(based on the drainage area-discharge curves in Section 2.3) to insure that the 100-year hydraulic grade line will be below the natural ground elevation at all points along this portion of the closed system. A 25-year design water surface should be assumed in the outfall channel.

4. For systems designed in accordance with (2) or (3), sufficient additional inlet capacity shall be provided to allow for entry into the closed-conduit system of runoff in excess of the runoff conveyed through the storm sewer system up to the design capacity of the closed-conduit system.

5. For all areas, overland flow shall be considered as discussed in Section 5.4.

6. Closed systems adjoined to an upstream open channel shall be designed for the 100-year ultimate discharge.

5.3 STORM SEWERS

5.3.1 Design Criteria

The following specific criteria and requirements shall apply to the design and construction of storm sewers in Fort Bend County. The following criteria were taken primarily from General Design Requirements for Sanitary Sewers, Storm Sewers, Water Lines, and Paving, City of Houston (1983).

1. Calculation of the hydraulic grade line for design conditions in a specific branch of storm sewer shall proceed upstream from the level of the 25-year water surface elevation in the outfall channel.

2. The minimum diameter of a pipe in a sewer line shall be 24".

3. The Manning's "n" value to be used in a reinforced concrete pipe storm sewer shall be 0.013. For corrugated metal pipe, the "n" value shall be as shown in Table 5-2. .

TABLE 5-2

VALUES OF MANNINGS ROUGHNESS COEFFICIENT (n) FOR CORRUGATED METAL PIPE

Corrugation (Span x Depth)	"n"
2-2/3" x 1/2"	0.024
3" x 1"	0.027
5" x 1"	0.027
6" x 2"	0.030

Source: Criteria Manual for the Design of Flood Control and Drainage Facilities in Harris County, Texas, February, 1984.

4. The minimum velocity of flow to be allowed in a section of storm sewer flowing full shall be 3 fps. The maximum velocity shall be 10 fps.

5. Provisions must be made for all adjacent undeveloped areas with natural drainage patterns directing overland flow into and across planned development.

6. Before a particular storm sewer design will be reviewed, the following items must be presented:

a. A contour and drainage area map showing all pertinent subareas, including contributing off-site areas.

b. A listing of all relevant hydrologic design flow calculations, which shall include all contributing off-site flows.

c. Calculations for determining the hydraulic gradient, along with a profile of its location.

d. A plan showing the location of all manholes and inlets, and the alignment of all storm sewers in the right-of-way.

e. A profile showing the placement of storm sewers and the location of all pipe size changes, grade changes, and pipe intersections.

7. All storm sewers and appurtenant construction shall conform to the City of Houston Department of Public Works publication Specifications for Sewer Construction, Form E -14-62, City of Houston Drawing Nos. 529-S-1, 530-S-1, 530-S-2, and all subsequent revisions, or approved equal.

8. All storm sewers shall be constructed with reinforced concrete pipe, or approved equal. Corrugated galvanized metal pipe, or other approved equal, may be used only at the storm sewer outfall into unlined channels.

9. All cast-in-place concrete storm sewers shall follow the alignment of the right-of-way or easement.

10. All precast concrete pipe storm sewers shall be typically designed in a straight line or shall conform to the City of Houston, Depart-

ment of Public Works Specifications for Sewer Construction, Form E-14-62, Drawing Numbers 529-S-1, 530-S-1, 530-S-2 and all subsequent revisions, or approved equal.

11. All storm sewer inlet leads shall be designed in a straight line alignment.

12. Storm sewers shall be located in public street rights-of-way or in easements that will not prohibit future maintenance access.

13. In most cases where easements are restricted to storm sewers, the pipe should be centered within the limits of the easement.

14. For all storm sewers having a cross-sectional area equivalent to a forty-two inch (42") inside diameter pipe or larger, soil borings with logs shall be made along the alignment of the storm sewer at intervals not to exceed five-hundred feet (500') and to a depth not less than three feet (3') below the flowline of the sewer. The required bedding of the storm sewer as determined from these soil borings shall be shown in the profile of each respective storm sewer. The design engineer shall inspect the open trench and may authorize changes in the bedding indicated on the plans. Such changes shall be shown on the record drawings and, along with soil boring logs, submitted to the County Drainage District Office. All bedding shall be constructed as specified in the City of Houston Department of Public Works publication, Specifications for Sewer Construction, Form E-14-62 and all subsequent revisions, or approved equal.

15. All storm sewer outfalls shall conform with the requirements and specifications defined in Section 3.0, Open Channel Flow, and Figure 3-5.

5.3.2 General Design Methodology

It is recommended that design of a storm sewer system proceed as follows:

1. Determine the 25-year water surface elevation in the channel at the storm sewer outfall using appropriate backwater calculations.

2. Determine the design flow rates for all sections of storm sewer based on drainage area size.

3. Assuming storm sewer pipes are full at design flows, determine the appropriate sizes for all sections of storm sewer using Manning's equation and assuming uniform flow conditions.

4. Begin calculation at the 25-year water surface elevation in the outfall channel and plot the hydraulic gradient for the design storm. Include all relevant energy losses. The hydraulic gradient must not exceed the roadway gutter flowline elevation.

5.3.3 Head Losses

Head losses at structures shall be determined for inlets and manholes in the design of closed conduits. The design engineer should determine the relative significance of the minor losses and their applicability to the design. If they are insignificant, they may be omitted.

5.3.3.1 Head Losses at Structures

The equation for the head loss (feet) at an inlet or manhole is as follows:

$$\text{head loss} = \frac{(V_2^2 - K V_1^2)}{2g} \qquad (5\text{-}1)$$

where

V_1 = velocity in the upstream pipe (fps).
V_2 = velocity in the downstream pipe (fps).
K = junction or structure coefficient of loss. (See Table 5-3.)

TABLE 5-3
COEFFICIENTS AT STRUCTURES

Type of Structure	Coefficient (K)
Inlet on main line	0.50
Inlet on main line with branch lateral	0.25
Manhole on main line with 22-1/2° lateral	0.75
Manhole on main line with 45° lateral	0.50
Manhole on main line with 60° lateral	0.35
Manhole on main line with 90° lateral	0.25

Source: City of Waco, Texas, Storm Drainage Design Manual.

5.3.3.2 Entrance Losses

A special case of sudden contraction is the entrance loss for pipes. The equation for head loss at the entrance to a pipe is given as follows:

$$\text{head loss} = K \frac{V^2}{2g} \qquad (5\text{-}2)$$

where

K = entrance loss coefficient. (See Table 5-4.)
V = flow velocity in pipe (fps).

TABLE 5-4
COEFFICIENTS FOR ENTRANCE LOSSES

Type of Entrance	Coefficient (K)
Pipe, Concrete[1]	
Projecting from fill, socket end (groove-end)	0.2
Projecting from fill, sq. cut end	0.5
Headwall or headwall and wingwalls	
Socket end of pipe (groove-end)	0.2
Square-edge	0.5
Rounded (radius = 1/12D)	0.2
Mitered to conform to fill slope	0.7
Inlet or Manhole at beginning of line[2]	1.25

Source: (1) Hydraulic Charts for the Selection of Highway Culverts, U.S. Department of Commerce, December, 1965.

(2) City of Waco, Texas, Storm Drainage Design Manual.

5.3.4 Manholes

Manholes shall be placed at the location of all pipe size or cross section changes, pipe sewer intersections or P.I.'s, pipe sewer grade changes, street intersections, at maximum intervals of 500 feet measured along the centerline of the pipe sewer; and at all inlet lead intersections with the pipe sewer where precast concrete pipe sewers are designed.

5.3.5 Inlets

Two types of inlets are recommended for use in Fort Bend County, the Type "BB" Inlet and the Type "C-1" Inlet. All inlets shall be constructed as specified in the City of Houston Department of Public Works publication Specifications for Sewer Construction, Form E-14-62 and all subsequent revisions.

5.3.5.1 Inlet Capacity

The capacity of inlets shall be determined as shown in Step 7 of Section 5.4.3 of this manual. All inlets shall be designed to carry at least the design storm frequency runoff.

5.3.5.2 Inlet Spacing

Curb inlets must be spaced to handle the design storm discharge so that the hydraulic gradient does not exceed the roadway gutter elevation. Inlets shall be spaced so that the maximum travel distance of water in the gutter will not exceed six-hundred feet (600') one way for residential streets and three-hundred feet (300') one way on major thoroughfares and streets within commercial developments. Curb inlets shall be located on intersecting side streets to major thoroughfares for all original designs or developments. Special conditions warranting other locations of inlets shall be determined on a case-by-case basis.

5.4 STREET DRAINAGE OF STORM SEWER OVERFLOW

When the capacity of the underground system is exceeded and street ponding begins to occur, careful planning can reduce or eliminate the flood hazard for adjacent properties. Street layout and pavement grades are the key components in developing a successful system which can convey the storm sewer overflows to the outfall channel designed to carry the 100-year storm runoff. The following design methodology and example is derived from the Criteria Manual for the Design of Flood Control and Drainage Facilities in Harris County, Texas (February 1984).

5.4.1 Land Plan and Street Layout

Designing an effective internal system must begin with the land plan and street layout. Awareness of overland flow problems in this early phase of the development process can reduce costly revisions and delays later on in the project. When designing drainage systems, attention needs to be given to special problems created by the topography. Excessive street cuts which can create ponding levels that hamper vehicle access and/or present a flood hazard must be avoided.

Some examples of undesirable sheet flow patterns are depicted in Figure 5-3 and include:

a) Cul-de-sac streets sloping downhill designed so that sheet flow can only escape through building lots.

b) The placing of a curve or turn in a roadway in a low area so that sheet flow into that curve or turn can escape only through existing building lots.

c) Many streets "T"ing into one street which is lower than the intercepting streets so that sheet flow down the streets can escape only through existing building lots.

Proper engineering foresight in the design of items such as emergency relief swales or underground systems can solve these potential problems. Some examples of acceptable sheet flow patterns are shown in Figure 5-4.

The maximum allowable ponding level in a street is the lowest of the following: (1) one foot above natural ground; (2) one foot above top of curb; or (3) one foot below the lowest slab elevation. The design engineer must check to see if the storm sewer system can convey flows from a 100-year storm event without ponding water in the street at levels that exceed the maximum allowable level. The 100-year discharge can be obtained by following the procedures outlined in Section 2.4. A 25-year tailwater condition should be assumed in the outlet channel. If the maximum level would be exceeded, the engineer must analyze the route along the street system that will convey the overflows to the major drainage channel and verify that the overflows with not exceed the maximum allowable ponding level. In making this analysis, the engineer can account for the portion of flows that would be carried by the sewer system in addition to the street system, assuming a 25-year tailwater condition.

5.4.2 Conveyance of Surface Flow to Primary Channels

Once it has been determined that ponding levels are excessive and where the collective sheet flow is going to go, provisions must be made to get the overflows into the appropriate drainage channel. This may be done through the use of additional pipe capacity and inlets or by using a surface swale.

The surface flow conveyance system shall be contained within an easement dedicated to the Drainage District. The easement shall be of sufficient width to operate and maintain the system.

Since a surface swale system would act only under emergency conditions and would not function under normal circumstances, all precautions must be taken

to insure that the relief system will function when needed. The recommended design procedure for sizing storm sewers for sheet flow conveyance is presented in Section 5.4.3. The design procedure recommended for sizing of the surface swale is similar to the procedure for the pipe outfall as described in Section 5.4.3. First, the appropriate values from steps one and two are computed, then the required swale cross-section is determined by normal depth calculations, sizing the swale such that an acceptable water surface is achieved.

5.4.3 Design Procedure for Pipe Outlet

This section outlines the procedure recommended for designing an underground pipe system to convey overflows to a primary drainage channel. Because the majority of subdivisions in Fort Bend County are designed with curb-and-gutter streets, modification of the last storm sewer reach is generally all that is necessary to handle the overflow.

The recommended procedure is given below along with an example based on the drainage system presented in Figure 5-3 (c).

1. Determine the 100-year peak flow at the point of concentration from all existing and future contributing drainage areas for 100% development conditions. In the example, the contributing drainage area is 40 acres and the 100-year discharge is 147 cfs.

2. Determine the 25-year frequency water-surface elevation in the drainage channel at the pipe outfall point. Based on a 25-year backwater profile, the water surface elevation in the channel for the example is 97.0 feet.

3. Determine the maximum energy head, H, available between the outfall point and ponding area by subtracting the maximum

allowable ponding elevation in the ponding area from the channel's 25-year water surface elevation.

With a slab elevation of 101.5 feet and a top of curb and natural ground elevation of 100.0 feet in this example, the maximum allowable ponding elevation is the lowest of the following: 1) one foot over natural ground; 2) one foot over the top of curb; or 3) one foot below the lowest floor elevation. In this case, the maximum elevation is controlled by the lowest floor elevation and is 100.5 feet. There is 3.5 feet of head available (H).

4. Establish a size of the storm sewer pipe and compute the head loss using the following equation:

$$h_p = \frac{4.66\, Q^2 n^2 L}{D^{16/3}} \qquad (5\text{-}3)$$

where

h_p	=	head loss in feet
Q	=	100-year discharge in cubic feet per second
n	=	Manning's "n" value
D	=	diameter of pipe in feet
L	=	length of pipe in feet

For this example, 65 linear feet of 60-inch corrugated metal pipe (cmp) with a Manning's "n" value of 0.024 and 120 linear feet of 60-inch reinforced concrete pipe (rcp) with a Manning's "n" value of 0.013 was selected. The head loss is as follows:

$$h_p = \frac{4.66\,(Q^2)}{D^{16/3}} \quad (n^2_{cmp} L_{cmp} + n^2_{rcp} L_{rcp})$$

$$h_p = \frac{4.66\,(147)^2}{5^{16/3}} \quad ((0.024)^2\,(65) + (0.013)^2\,(120))$$

$$= 1.09 \text{ feet}$$

5. Compute the head loss through the leads, h_L, using Equation 5-3. Experience has shown that the 24-inch diameter leads generally cause excessive head loss. The 30-inch diameter leads are satisfactory in most cases, while the 36-inch leads are too large for the most common street inlets type "B-B" and "C-1." Therefore, the 30-inch diameter was selected.

Estimate the percentage of 100-year runoff flowing through each lead.

Assume the 147 cfs to be divided between three leads as follows:

Lead 1 20-foot lead with a flow of 56 cfs.
Lead 2 20-foot lead with a flow of 56 cfs.
Lead 3 45-foot lead with a flow of 37 cfs.

$$h_{L_1} = h_{L_2} = \frac{4.66\, n^2\, Q^2 L}{D^{16/3}} = \frac{4.66\,(0.013)^2\,(56)^2\,(20)}{2.5^{16/3}}$$

$$= 0.37 \text{ foot}$$

$$h_{L_3} = \frac{4.66\,(0.013)^2\,(37)^2\,(45)}{2.5^{16/3}}$$

$$= 0.37 \text{ foot}$$

6. Determine the energy head available at each inlet using the equation:

$$h_i = H - h_p - h_L \qquad (5\text{-}4)$$

If h_i is negative, the hydraulic grade line is above the maximum ponding elevation. Increase the capacity of the system and repeat steps 4, 5, and 6.

If h_i is positive, check the elevation of the hydraulic grade line relative to the maximum ponding elevation. For grade lines above the gutter line, use h_i as the energy head on the inlet; otherwise, make the value of h_i equal to the maximum ponding elevation minus the gutter elevation.

For this example, assume the hydraulic grade line is above the gutter elevation. Since the head loss through the three leads in the example are similar, the available head at each inlet is:

$$h_i = 3.5 - 1.1 - 0.37 = 2.03$$

7. Determine the type of inlets required to handle the portion of the 100-year flow reaching the ponding area. The flow through the inlet(s) must be equal to or greater than the flows estimated in Step 5 for each lead. Use the following orifice equation to compute the flow into each inlet.

$$Q = CA \quad (2gh_i)^{1/2} \qquad (5\text{-}5)$$

where

Q	=	discharge in cubic feet per second.
C	=	orifice coefficient (0.8 for inlets).
A	=	area of inlet opening. (Type "B-B" = 2.14 square feet and Type "C-1" = 6.50 square feet.)
g	=	acceleration of gravity (32.2 ft/sec^3).
h_i	=	as defined in Step 6.

Type "C-1" inlets are selected for Inlet 1 and Inlet 2 and Type "B-B" inlets are selected for Inlet 3 across the street.

$$Q_{C-1} = 0.8(6.50) \quad (64.4\,(2.0)\,)^{1/2} = 59 \text{ cfs}$$

$$2Q_{B-B} = 2\,(0.8(2.14) \quad (64.4\,(2.0)^{1/2}) = 38 \text{ cfs}$$

Thus, it is shown that a Type "C-1" inlet at Inlet 1, a Type "C-1" inlet at Inlet 2, and two Type "B-B" inlets at Inlet 3 will convey the 100-year sheet flow to the channel with the energy head available. If this inlet choice is adequate, the design is complete.

8. Repeat Steps 4 through 7 until the combination of storm sewer pipe, leads, and inlets adequately conveys the 100-year sheet flow to the channel with the energy head available, and is the most economical.

5.4.4 Roadside Ditch Drainage

Under certain conditions, roadside ditch drainage is acceptable as an alternative to curb-and-gutter systems. However, a similar potential for flooding exists when flow in roadside ditches exceeds capacity. Provisions must be made to assure that the amount of water ponded behind an elevated roadway does not reach damaging levels. (See Figure 5-5 for typical roadside ditch drain detail.)

5.4.4.1 Preliminary Approval

Preliminary approval for the use of roadside ditch systems must be obtained from the Fort Bend County Drainage District Engineer prior to the submittal of contour and drainage area maps, and hydrologic and hydraulic calculations.

5.4.4.2 Design Criteria

The following requirements taken from the General Design Requirements for Sanitary Sewers, Storm Sewers, Water Lines and Paving, City of Houston (1983) must also be met in the design of roadside ditch systems in Fort Bend County:

1. The design flow shall be determined based on the projected landuse and the rainfall runoff curves from Figure 5-2.

2. Minimum acceptable ditch section shall have a side slope no steeper than 3 horizontal to 1 vertical.

3. The minimum bottom width for roadside ditches shall be two feet.

4. The "n" coefficient for the ditch calculations shall be a minimum of 0.04. All values must be justified.

5. The minimum grade or slope of the ditches shall be 0.10%.

6. Hydraulic design computations must be submitted for each drainage ditch system.

7. The computed water surface of the ditches shall be a minimum of 0.5 foot below natural ground elevations along the street right-of-way lines.

8. The entire ditch must be revegetated immediately after construction to minimize erosion.

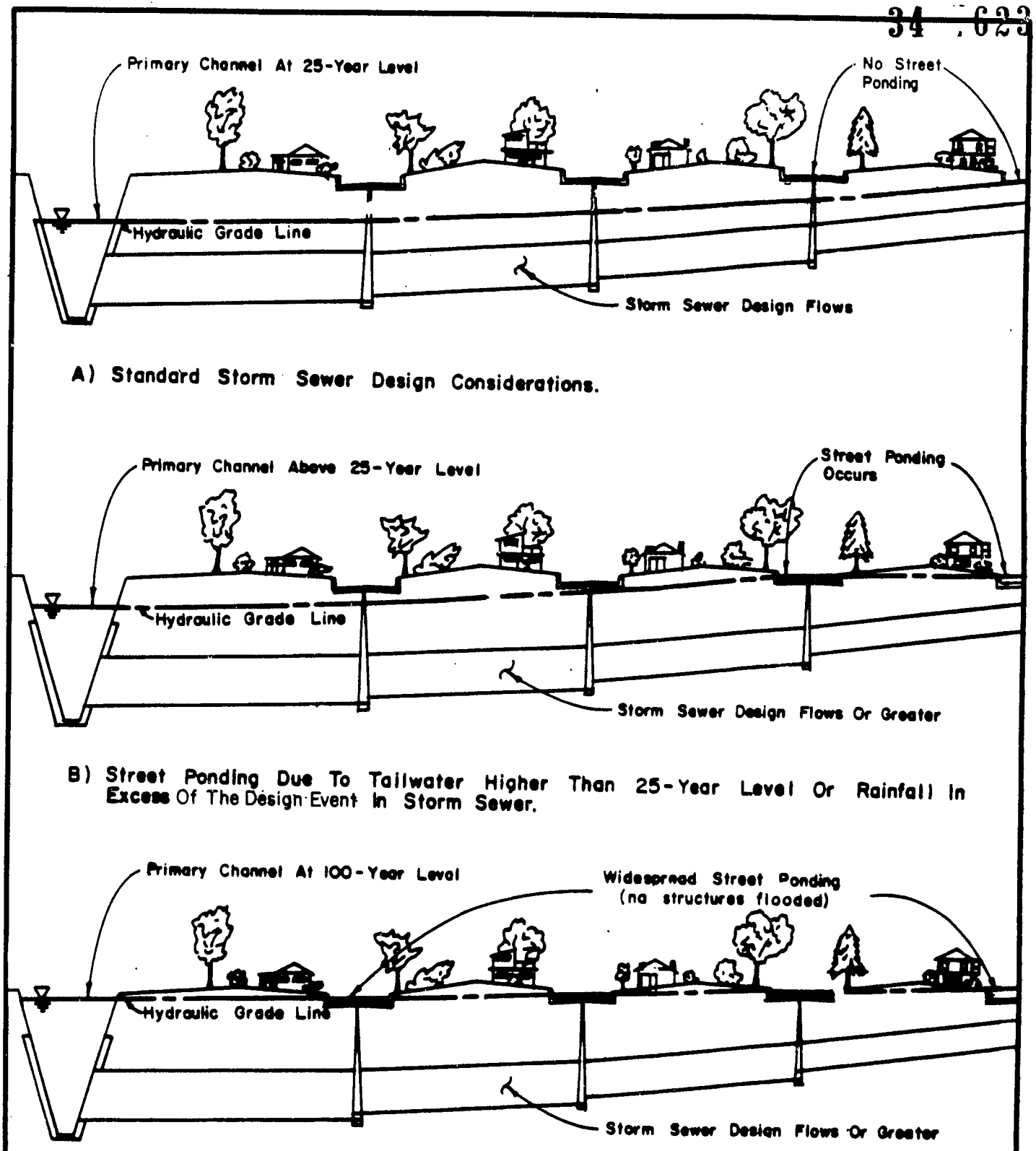
9. Erosion control methods shall be utilized in the ditch designs where velocities of flow are calculated to be greater than five feet per second or where soil conditions dictate their need.

10. The minimum depth of the ditches shall be 18 inches and the maximum depth shall be 4 feet.

TABLE 5-1

RAINFALL RUNOFF CURVES FOR
FORT BEND COUNTY

Time Of Concentration (minutes)	Ci Values for Curve No.					
	1	2	3	4	5	6
10	2.06	1.72	1.38	1.15	.92	.58
11	2.03	1.70	1.36	1.13	.91	.57
12	2.00	1.67	1.34	1.11	.90	.56
13	1.97	1.65	1.32	1.10	.88	.55
14	1.95	1.63	1.31	1.09	.87	.55
15	1.92	1.61	1.29	1.07	.86	.54
16	1.91	1.59	1.28	1.06	.85	.54
17	1.89	1.57	1.27	1.05	.84	.53
18	1.87	1.56	1.25	1.04	.83	.52
19	1.85	1.55	1.24	1.03	.83	.52
20	1.84	1.54	1.23	1.02	.82	.51
21	1.82	1.53	1.22	1.02	.82	.51
22	1.80	1.51	1.21	1.01	.81	.51
23	1.79	1.50	1.20	1.00	.80	.50
24	1.78	1.49	1.19	1.00	.80	.50
25	1.77	1.48	1.18	1.00	.80	.50
26	1.75	1.47	1.17	1.00	.80	.50
27	1.75	1.46	1.17	1.00	.80	.50
28	1.74	1.45	1.16	1.00	.80	.50
29	1.73	1.44	1.16	1.00	.80	.50
30	1.72	1.43	1.15	1.00	.80	.50
31	1.71	1.43	1.15	1.00	.80	.50
32	1.70	1.42	1.14	1.00	.80	.50
33	1.69	1.41	1.13	1.00	.80	.50
34	1.68	1.40	1.13	1.00	.80	.50
35	1.67	1.40	1.12	1.00	.80	.50
36	1.66	1.39	1.12	1.00	.80	.50
37	1.65	1.38	1.11	1.00	.80	.50
38	1.65	1.38	1.11	1.00	.80	.50
39	1.64	1.37	1.10	1.00	.80	.50
40	1.64	1.37	1.10	1.00	.80	.50



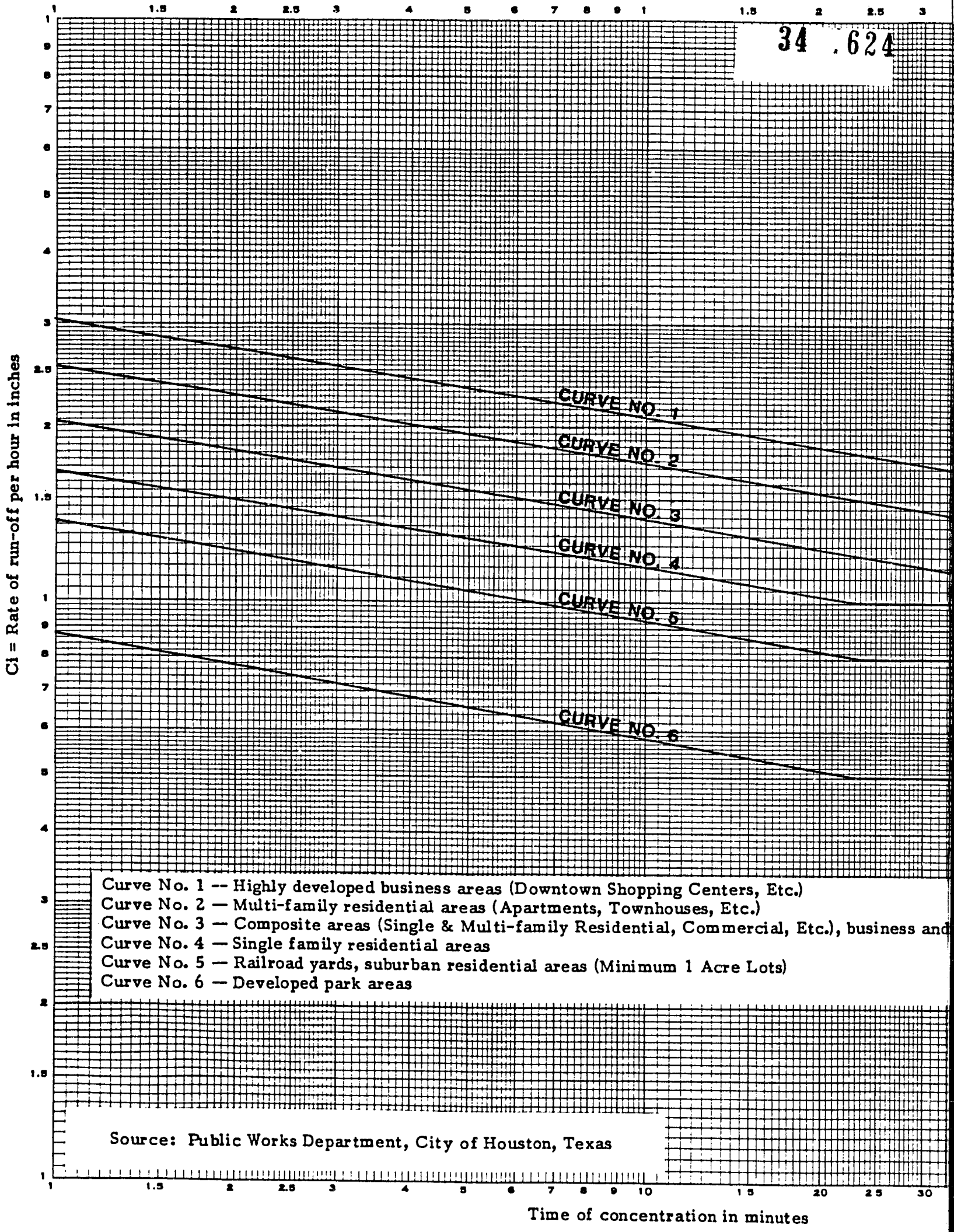
Source:

Criteria Manual for Design of Flood Control and Drainage Facilities in Harris County, Texas, February, 1984.

STORM SEWER-CHANNEL INTERACTION FOR FORT BEND COUNTY, TEXAS

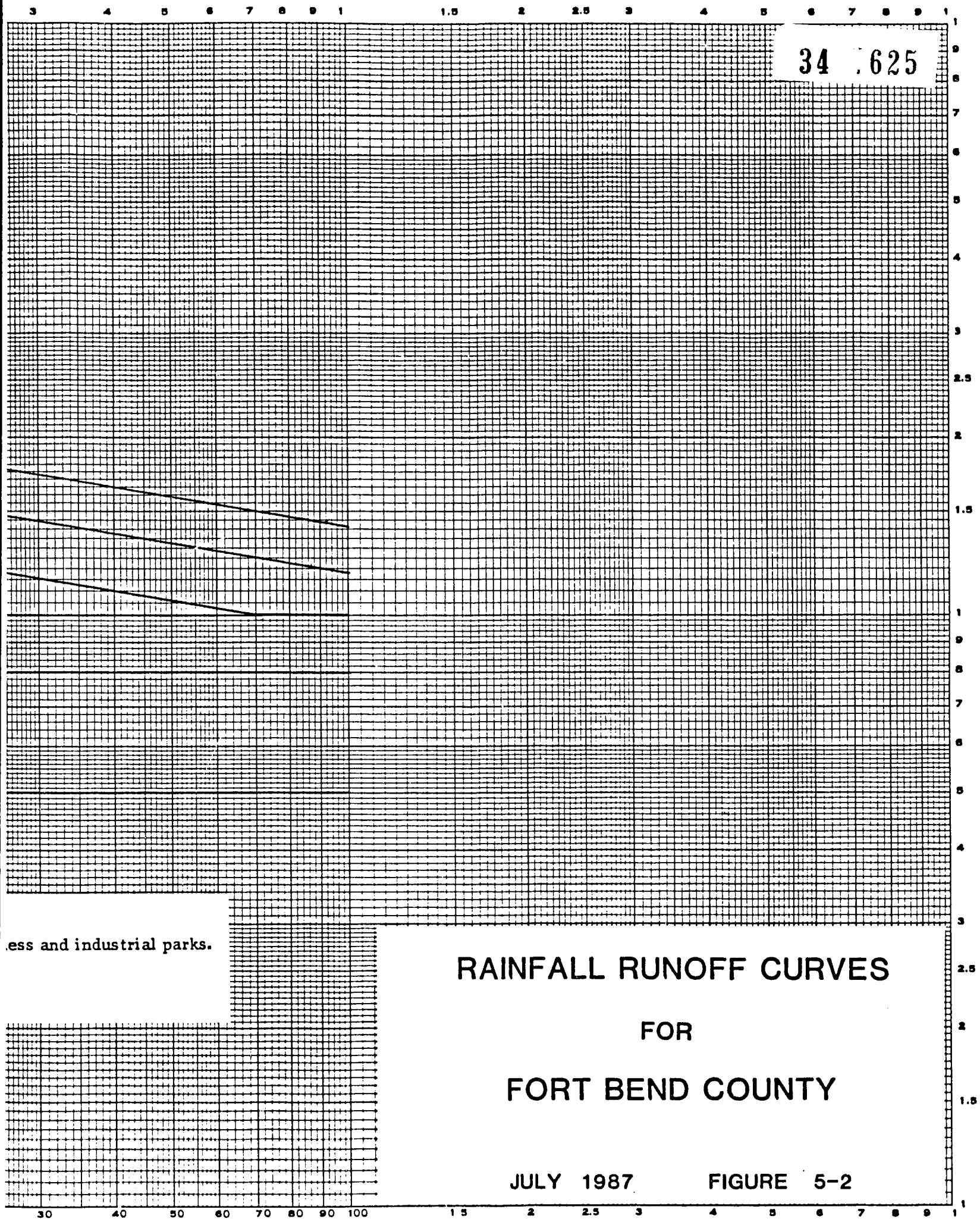
August 1986 | FIGURE 5-1

34 .624

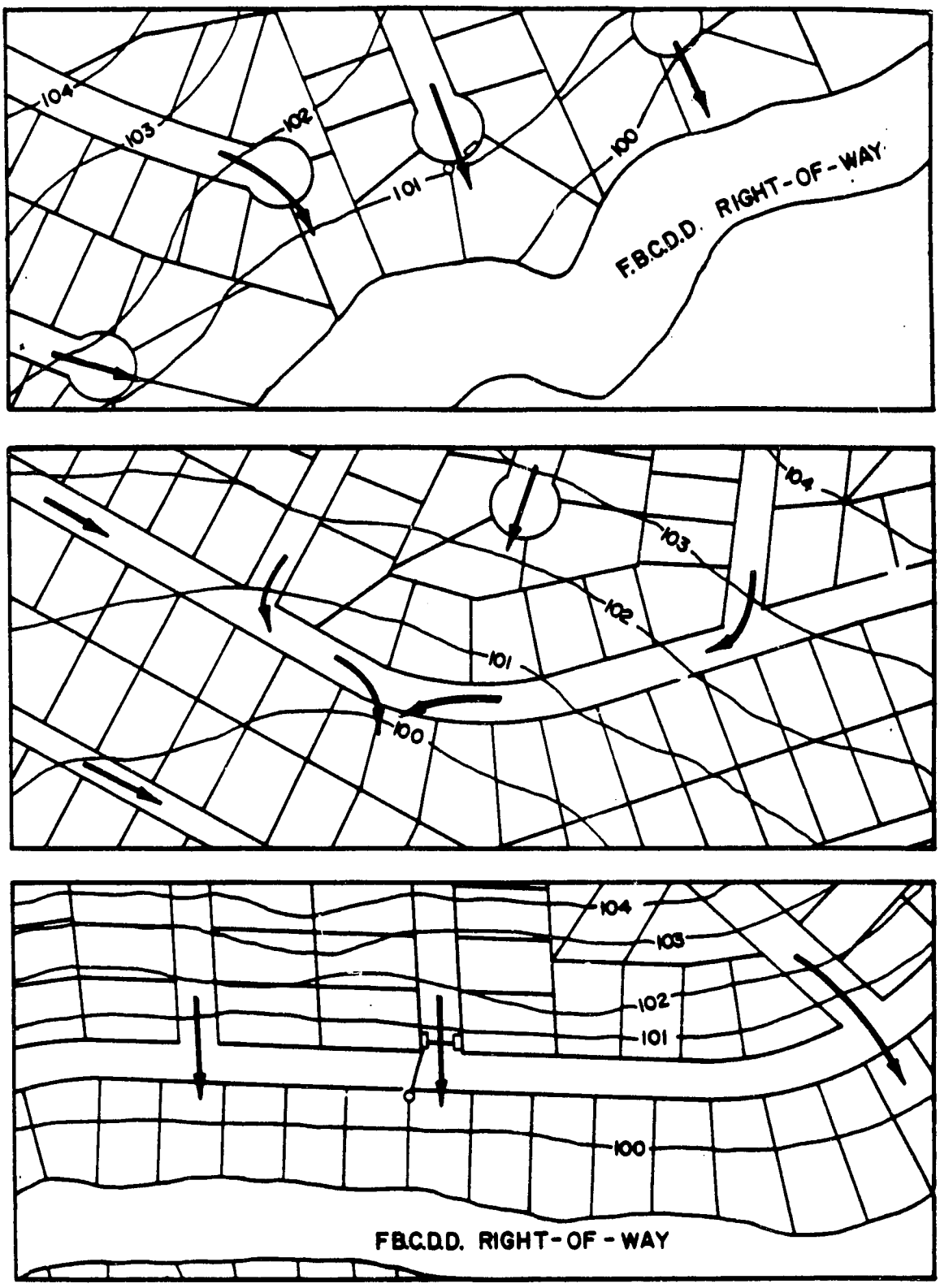


Curve No. 1 -- Highly developed business areas (Downtown Shopping Centers, Etc.)
Curve No. 2 — Multi-family residential areas (Apartments, Townhouses, Etc.)
Curve No. 3 — Composite areas (Single & Multi-family Residential, Commercial, Etc.), business and
Curve No. 4 — Single family residential areas
Curve No. 5 — Railroad yards, suburban residential areas (Minimum 1 Acre Lots)
Curve No. 6 — Developed park areas

Source: Public Works Department, City of Houston, Texas



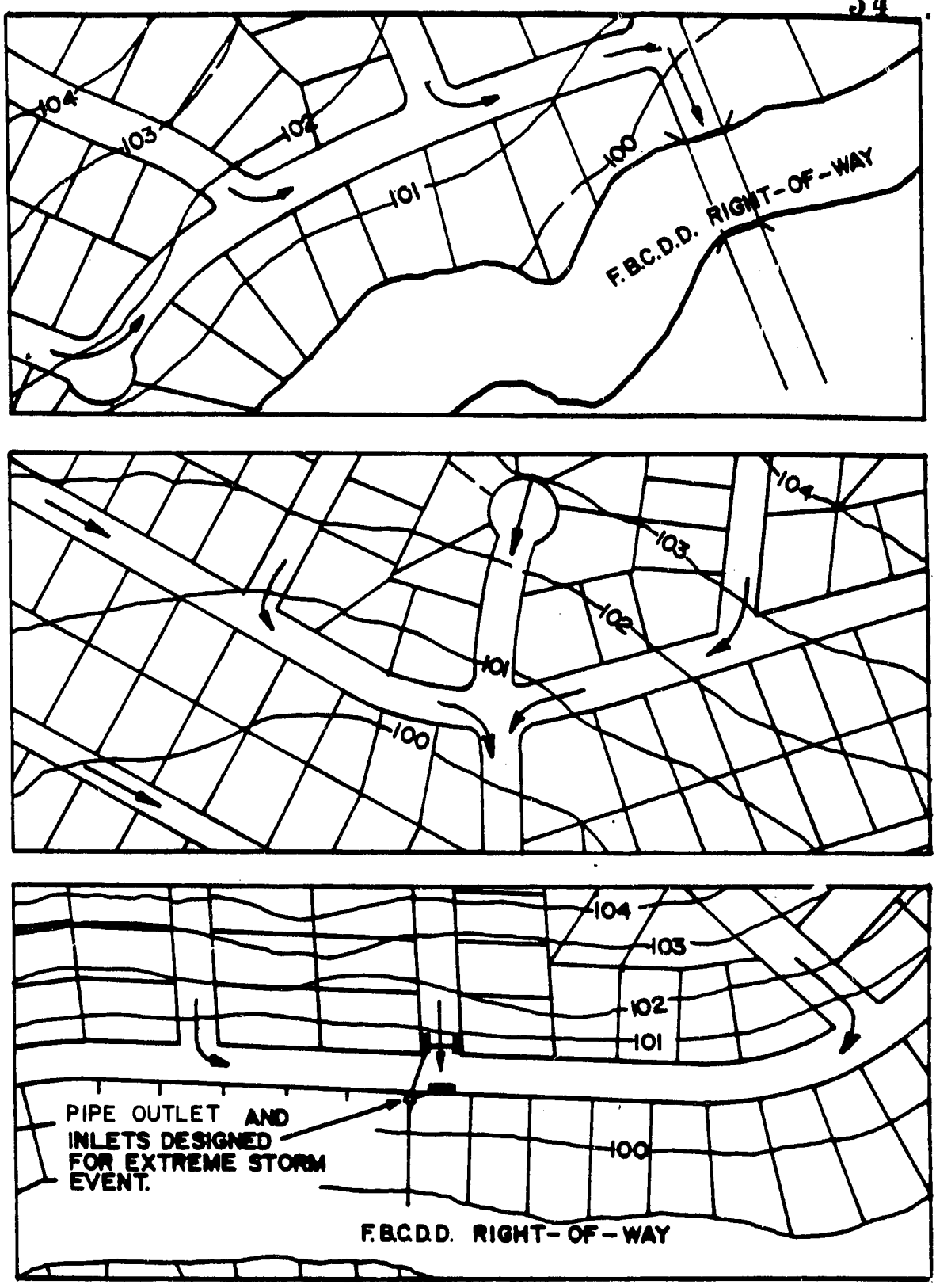
.ess and industrial parks.



Source: Criteria Manual for Design of Flood Control and Drainage Facilities in Harris County, Texas, Feb. 1984.

UNDESIRABLE SHEET FLOW PATTERNS FOR FORT BEND COUNTY, TEXAS

August 1986 | FIGURE 5-3

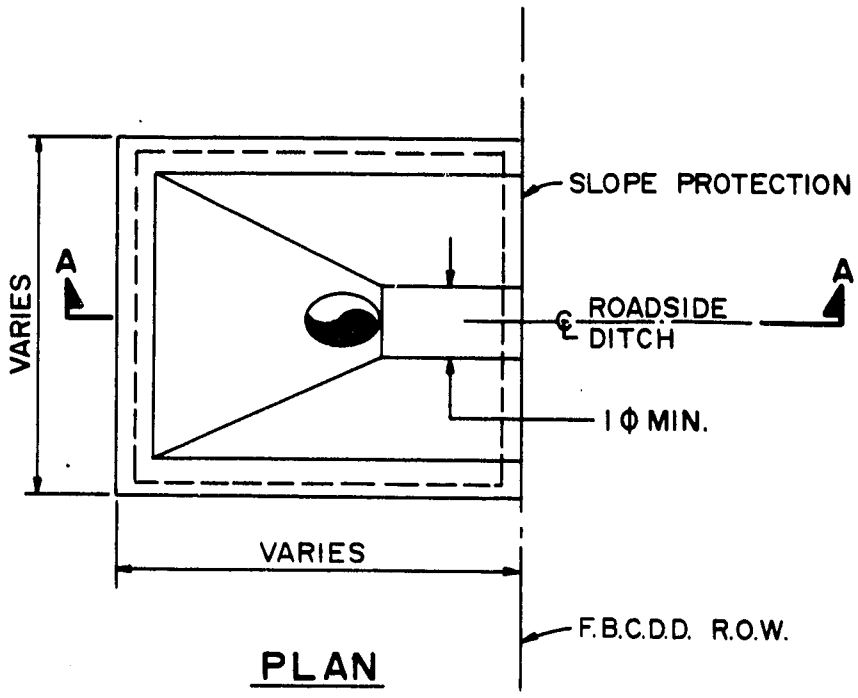


Source: Criteria Manual for Design of Flood Control and Drainage Facilities in Harris County, Texas, Feb. 1984.

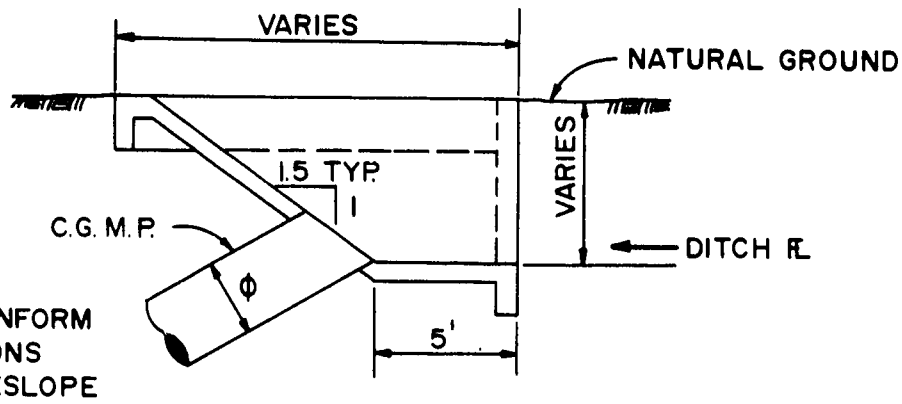
ACCEPTABLE SHEET FLOW PATTERNS FOR FORT BEND COUNTY, TEXAS

August, 1986 | FIGURE 5-4

NOTE:
WHERE BACKSLOPE INTERCEPTOR SWALES FLOW TOWARDS ROADSIDE DITCH, MODIFY TO ACCOMODATE FLOW.



PLAN



OUTFALL TO CONFORM TO SPECIFICATIONS DEFINED IN BACKSLOPE DRAIN DETAIL (FIGURE 3-4)

SECTION A-A
N.T.S.

TYPICAL ROADSIDE DITCH DRAIN DETAIL FOR FORT BEND COUNTY, TEXAS	
August 1986	FIGURE 5-5

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6.0 STORM RUNOFF STORAGE

6.1 GENERAL

In an area such as Fort Bend County, which is generally characterized by flat terrain, the introduction of impervious cover and improved runoff conveyance serves in many cases to increase flood peaks quite dramatically over those for existing conditions. When physical, topographic, and economic conditions allow it, channel improvements downstream of the development are often used to prevent increased flooding. When this is not feasible, a widely used practice is runoff detention or retention storage, wherein the storm volume is held back in the watershed and released at an acceptable rate. This section of the manual presents information on storage techniques, including guidance for the design of appropriate storm runoff storage facilities.

6.2 MASTER PLANS

Development in a watershed can have complex and far-reaching consequences on the overall hydrologic regime. For this reason, careful plans for anticipating and meeting the long term flood control and drainage needs of Fort Bend County have been drawn up on a watershed by watershed basis. Each watershed "master plan" has been formulated to provide the most practical and efficient basin-wide approach to the hydrologic consequences of ongoing or future development, including proper coordination of storm detention facilities and channel improvements. Accordingly, the Fort Bend County Drainage District Engineer must be consulted concerning preferred watershed flood control strategies and alternatives.

6.3 STORAGE CLASSIFICATION

Storage systems may be classified as either on-line or off-line facilities. They may be designed for either detention or retention of stormwater.

6.3.1 Retention Storage

In a retention storage facility, runoff is captured and released only after the storm event is over and the downstream water surface has subsided. A retention storage system is seldom used and when it is special outlet devices or pumps are usually required.

6.3.2 Detention Storage

The vast majority of flood control storage is handled by detention facilities. The purpose of detention storage is to hold storm runoff back but release it continuously at an acceptable rate through a flow-limiting outlet structure, thus controlling downstream peak flows.

6.3.3 On-line Storage

An on-line storage facility is one in which the total storm runoff volume passes through the retention or detention facility's outflow structure.

6.3.3 Off-line Storage

An off-line storage design is one in which storm runoff does not begin to flow into the storage facility until the discharge in the channel reaches some critical value above which unacceptable downstream flooding will occur. An off-line facility serves to store only the runoff volume associated with the high flow rate portions of the flood event.

6.4 DESIGN PROCEDURES

The following design procedures are intended to insure that new development, with detention, will not cause any adverse impacts on existing flooding

conditions downstream. (Note: the design engineers should contact the Fort Bend County Drainage District Engineer for any specific requirements for the watershed in which the proposed facility is to be located).

6.4.1 For Drainage Areas <50 Acres

The maximum allowable release rate from the detention facility during the 100-year storm event is 0.125 cfs/acre.

The acre-feet of flood control storage, S, to be provided by the facility for the 100-year storm event is:

$$S = I^{1/2} \times A$$

where: I = the average percent imperviousness of the area draining into the facility (x 100), and

A = the drainage area of the facility (in acres).

The size of the outlet pipe that is required to pass the maximum allowable release rate during the 100-year storm is to be computed assuming outlet control (See Section 4.3.6), by establishing a maximum ponding level in the detention facility during the 100-year storm and assuming a tailwater at the top of the downstream end of the outlet pipe or at a depth in the outlet channel associated with the maximum release flowrate, whichever is higher.

6.4.2 For Drainage Areas ≥ 50 Acres and <640 Acres

The design engineer has the option to follow the simplified procedure previously described for areas smaller than 50 acres, or the more detailed analysis outlined below for areas larger than 640 acres.

6.4.3 For Drainage Areas ≥ 640 Acres

The HEC-1 computer model will be used to size the facility and the outlet structure so that downstream flooding conditions will not be increased. The existing conditions HEC-1 model should be established in conjunction with the Fort Bend County Drainage District Engineer. Once existing conditions are established, the new development with the detention facility will be analyzed for the 10-, 25-and 100-year storm events (and smaller events if the downstream channel has less than 10-year capacity). The detention facility will be sized to allow an appropriate release rate that will not cause any increase in flood levels downstream.

6.4.4 Design Tailwater Depth

In order to route the inflow hydrograph through the detention facility in the HEC-1 model, a relationship must be established between the volume of storage in the pond and the corresponding amount of discharge through the outflow structure. In most cases in Fort Bend County this relationship is directly dependent on the elevation of the tailwater at the outlet of the outflow structure.

For the purpose of establishing an outflow rating curve, the tailwater in the receiving channel shall be assumed to be at all times at the level of the same frequency storm being analyzed. In certain situations where this assumption may be shown not to be reasonable, an alternative tailwater condition can be presented for approval to the Fort Bend County Drainage District Board.

6.4.5 Final Sizing of Pond Storage and Outflow Structure

Detention or retention facilities shall be sized such that at least one foot of freeboard shall be maintained during the 100-year storm event, as measured from the top of the detention or retention facility berm.

The minimum recommended outflow pipe for a detention facility is 24 inches. When further flow restriction is necessary, the restriction should be located at a manhole outside of the Fort Bend County channel right-of-way.

6.4.6 Storm Sewer Hydraulic Gradients

The hydraulic gradients in storm sewers shall be determined using procedures outlined in Section 5.0 of this manual. The starting water surface elevation for these calculations shall be the 25-year maximum pond elevation.

If the simplified procedure was used to design the detention facility, the 25-year ponding level can be estimated as being 80% of the depth of the 100-year ponding level.

6.4.7 Allowances for Extreme Storm Events

Design consideration must be given to storm events in excess of the 100-year flood. An emergency spillway, overflow structure, or swale must be provided as necessary to effectively handle the extreme storm event. In places where a dam has been utilized to provide detention directly in the channel, due consideration must be given the consequences of a failure, and if a significant hazard exists, the dam must be adequately designed to prevent such hazards.

In addition, detention facilities which measure greater than six feet in height are subject to Title 31 Texas Administrative Code (TAC) Chapter 299 (Sub chapters A through E), which went into effect May 13, 1986, and all subsequent changes. The height of a detention facility or dam is defined as the distance from the lowest point on the crest of the dam (or embankment), excluding spillways, to the lowest elevation on the centerline or downstream toe of the dam (or embankment) including the natural stream channel. Subchapters A through E of Chapter 299 classify dam sizes and hazard potential and specify required failure analyses and spillway design flood criteria. See Appendix B.

6.4.8 Erosion Controls

The erosional tendencies associated with a detention pond are similar to those found in an open channel. For this reason the same types of erosion protection are necessary, including the use of backslope swales and drainage systems (as outlined in Section 3), proper revegetation, and pond surface lining where necessary. Proper protection must especially be provided at pipe outfalls into the facility, pond outlet structures and overflow spillways where excessive turbulence and velocities will cause erosion.

6.5 MULTIPURPOSE LAND USE

The amount of land required for a stormwater detention facility is generally quite substantial. For this reason, it is logical that storage facilities could serve a secondary role as parks or recreational areas whenever possible. Such dual use areas will be allowed only after proper review of the design scenario and approval of the specific project by the Fort Bend County Drainage District Engineer.

When a dual use facility is proposed, a joint use agreement is required between Fort Bend County and the entity sponsoring the secondary use. This agreement must specify the maintenance responsibilities of each party.

6.5.1 Approval of Private and Dual-Use Facilities

For privately maintained or dual use systems, each stormwater detention facility will be reviewed and approved only if:

1. The facility has been designed to meet or exceed the requirements contained within this manual; and
2. Provisions are made for the facility to be adequately maintained.

6.5.2 Maintenance

In general, Fort Bend County will only be responsible for maintenance of stormwater detention basins which serve public facilities such as dedicated public streets or parks and recreational areas. Responsibility for the maintenance of any portion of a facility not designed for flood control will not rest with Fort Bend County, nor will the County be responsible for any damage which may occur resulting from flooding of the facility.

A 30-foot wide access and maintenance easement shall be provided around the entire detention pond. This is in addition to the dedication required for the pond itself.

6.6 PUMP DETENTION

Pumped detention systems will not be maintained by Fort Bend County under any circumstances and will be approved for use only under the following conditions (taken from the Criteria Manual for Design of Flood Control and Drainage Facilities in Harris County, Texas (February 1984) and also applicable to Fort Bend County):

1. A gravity system is not feasible from an engineering and economic standpoint;
2. At least two pumps are provided, each of which is sized to pump the design flow rate; if a triplex system is used, any two of the three pumps must be capable of pumping the design flow rate;
3. The selected design outflow rate must not aggravate downstream flooding. (Example: A pump system designed to discharge at the existing 100-year flow rate each time the system comes on-line could aggravate flooding for more frequent storm events).
4. Fencing of the control panel is provided to prevent unauthorized operation and vandalism;

5. Adequate assurance is provided that the system will be operated and maintained on a continuous basis;
6. Emergency source of power is provided.

It is recommended that if a pump system is desired, review by the Fort Bend County Drainage District Engineer of the preliminary conceptual design be obtained before any detailed engineering is performed.

6.7 GEOTECHNICAL INVESTIGATION

Before initiating final design of a detention pond, a detailed soils investigation by a geotechnical engineer should be undertaken. The following minimum requirements, taken from the Criteria Manual for Design of Flood Control and Drainage Facilities in Harris County, Texas (February 1984), shall be addressed:

1. The ground water conditions at the proposed site;
2. The type of material to be excavated from the pond site and its suitability for additional use;
3. If a dam is to be constructed, adequate investigation of potential seepage problems though the dam and attendant control requirements, the availability of suitable embankment material and the stability requirements for the dam itself;
4. Potential for structural movement or areas adjacent to the pond due to the induced loads from existing or proposed structures and methods of control that may be required;
5. Stability of the pond side slopes.

6.8 GENERAL REQUIREMENTS FOR DETENTION POND CONSTRUCTION

The structural design of detention facilities is very similar to the design of open channels. For this reason, all requirements from Section 3.0 pertaining to

the design of lined or unlined channels shall also apply to lined or unlined detention facilities.

In addition, the following guidelines taken from the Criteria Manual for Design of Flood Control and Drainage Facilities in Harris County, Texas (February 1984) are applicable:

1. Pond Bottom Design - A pilot channel shall be provided in detention facilities to insure that proper and complete drainage of the storage facility will occur. Concrete pilot channels shall have a minimum depth of two inches and a minimum flowline slope of .0005 ft/ft. Unlined pilot channels shall have a minimum depth of two feet, a minimum flowline slope of .001 ft/ft, and maximum sideslopes of 3:1.

The bottom slopes of the detention basin should be graded toward the pilot channel at a minimum slope of 0.005 ft/ft, and a recommended slope of 0.0075 ft/ft.

Detention basins which make use of a channel section for detention storage may not be required to have a pilot channel, but should be built in accordance with the requirements for open channels as outlined in Section 3.0.

2. Outlet Structure - The outlet structure for a detention pond is subject to higher than normal head water conditions and erosive velocities for prolonged periods of time. For this reason the erosion protective measures are very important.

Reinforced concrete pipe used in the outlet structure should conform to ASTM C-76 Class III with compression type rubber gasket joints conforming to ASTM C-443. Pipes, culverts and conduits used in the outlet structures should be carefully constructed with sufficient compaction of the backfill material around the

pipe structure as recommended in the geotechnical analysis. Generally, compaction density should be the same as the rest of the structure. The use of pressure grouting around the outlet conduit should be considered where soil types or conditions may prevent satisfactory backfill compaction. Pressure grouting should also be used where headwater depths could cause backfill to wash out around the pipe.

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7.0 LEVEED AREAS

Flood plains cover a significant area within Fort Bend County, Texas. This area may be developed to the limits of the floodway if a levee system is constructed to protect the area from high water levels on the adjacent watercourse (usually the Brazos River). The components of the levee system shall include an internal drainage system, a levee, a pump station or adequate storage capacity, and a gravity outlet with an outfall channel to the river. The Fort Bend County design criteria for each component are defined in the following sections. The county's minimum design standards shall be governed by the rules and regulations as established by the Federal Emergency Management Agency (FEMA) including any updates as they occur. The engineer is advised to check the current FEMA rules and regulations. Maintenance of these facilities generally will not be the responsibility of Fort Bend County.

7.1 INTERNAL DRAINAGE SYSTEM

The internal drainage system for the leveed area shall include the network of channels, lakes, and storm sewers which drain the leveed area to the outfall structure. Refer to Section 3.0 Open Channel Flow, Section 5.0 Storm Sewers and Overland Flow and Section 6.0 Storm Runoff Storage for Fort Bend County construction requirements and design criteria.

7.2 LEVEE SYSTEM

7.2.1 Frequency Criteria

The levee system shall include a levee embankment that will protect the development from the 100-year frequency flood event on the adjacent watercourse. Protection from the 100-year frequency event shall include protection from the 100-year water surface elevation on the watercourse, as well as protection from any associated wind and wave action.

7.2.2 Design Criteria

The following specific criteria and requirements shall apply to the design and construction of a levee in Fort Bend County, Texas:

1. A geotechnical investigation shall be required on the levee foundation (the existing natural ground). Soil borings shall be required with a maximum spacing of 1,000 feet and a minimum depth equal to twice the height of the levee embankment.

2. The foundation area shall be stripped for the full width of the levee. Stripping shall include removal of all grass, trees, and surface root systems.

3. Embankment material shall be CH or CL as classified under the Unified Soil Classification System and shall have the following properties:

   a. Liquid Limit greater than or equal to 30.
   b. Pasticity Index greater than or equal to 15.
   c. Percent Passing No. 200 Sieve greater than or equal to 50.

   A geotechnical investigation shall be required on the embankment material to determine the levee side slopes and methods employed to control subsurface seepage.

4. The embankment material shall be compacted to a minimum density of 95 percent using the standard proctor compaction test at approximately plus or minus three percent optimum moisture content. The embankment material shall be placed in lifts of not more than 12 inches thick.

5. The levee top and side slopes shall be adequately protected by grass cover or other suitable material.

6. The minimum levee top width shall be ten feet.

7. The levee side slope shall be one vertical to a minimum of three horizontal.

8. The minimum top of levee elevation shall be the 100-year water surface elevation on the adjacent watercourse plus three feet of freeboard.

9. The levee shall be continuous and shall either completely encompass the development or tie into natural ground located outside of the limits of the adjacent watercourse's 100-year flood plain.

10. All pipes and conduits passing through the levee shall have anti-seep collars, flap gates, and slope protection.

11. The minimum right-of-way for the levee shall be from toe to toe. In addition, the establishment of an easement for maintenance and access, which may be located within the right-of-way, shall be required. Access shall be provided with either a minimum 10-foot easement adjacent to the levee, a minimum 10-foot levee top width or a minimum 10-foot horizontal berm on either side of the levee. A minimum 20-foot wide easement should be established in at least two locations to provide access to the levee right-of-way from a nearby public road.

7.3 PUMP STATION

7.3.1 Frequency Criteria

To prevent flooding within leveed areas, pumps are recommended (instead of only storage) to remove interior drainage when the exterior river stage reaches a level that prevents gravity outflow. In order to determine the required pump capacity so that the maximum ponding level within the leveed area will not be exceeded on the average more than about once in 100 years, the following design criteria have been developed.

The two sets of criteria provided below differ depending on whether the storm that occurs over the leveed area during high exterior river stages is an independent or dependent event as compared to the storm that produced the high river stages. If the two events are independent of each other, then a coincidental probability relationship exists and the first set of criteria (Section 7.3.1.1) should be utilized. Since high exterior flood stages requiring the pumping of interior drainage can exist independent of rainfall occuring over the leveed area (e.g. high water levels on the Brazos River versus rainfall in Fort Bend County), the probability of these two independent severe storm events occuring at the same time is much smaller than their individual probabilities. As a result, the design rainfall used in determining the required pumping capacity can be reduced below the design 100-year frequency rainfall by an amount related to the frequency that flood stages in the receiving watercourse impede gravity outflow. For a detailed discussion of the development of this criteria, see Appendix C. If the two events are dependent (i.e. they result from the same storm event), the second set of criteria (Section 7.3.1.2) based on the design 100-year frequency rainfall should be utilized.

7.3.1.1 Design Criteria Assuming Coincidental Events

This criteria presumes that the storm event causing a high flood stage outside of the leveed area is independent of the storm event occurring over the leveed area (e.g. a leveed area draining into the Brazos River in Fort Bend County). The following steps should be taken for determining the required pumping capacity:

1. Select the maximum ponding level within the leveed area that should not be exceeded more than once in 100 years on the average. Normally, this level will be equal to the maximum water surface elevations associated with the 100-year flood event computed in designing the internal drainage system (channels) of the leveed area, including the required minimum freeboard of one foot. This will be the level which, when equalled or exceeded by exterior flood stages, will prevent gravity outflow and require total pumping to remove any runoff that might occur within the leveed area.

2. From a rating or backwater curve applicable to the location on the watercourse where the gravity outflow point of the leveed area exists, determine the discharge corresponding to the maximum ponding level. (For the Brazos River, see Figures 7-1-1 through 7-1-6 for multiple flood profiles from which a discharge can be derived. These profiles are based on the hydraulic model from the Flood Insurance Study of Fort Bend County, Texas, 1986.)

3. Determine the percentage of time that the discharge (obtained from Step 2 above) is equalled or exceeded. Given this percentage of time, determine the frequency of the rainfall event corresponding to the coincidental probability of these two events. (For the Brazos River, Figure 7-2 shall be used to determine directly the frequency of rainfall from the discharge corresponding to the maximum ponding elevation.)

4. Use TP-40 (see Figure 7-3) or other appropriate rainfall frequency curve to obtain the rainfall amounts associated with the return period (obtained from Step 3 above) to be used for determining the required pumping capacity.

7.3.1.2 Design Criteria Assuming Same Event

This criteria presumes the storm event causing high flood stages outside of the leveed area is the same (dependent) storm event occurring over the leveed area. The design rainfall amounts to be used for sizing the required pump capacity will be associated with the 100-year rainfall event. (See Table 2-1 for rainfall amounts derived from TP-40 and Hydro-35.)

7.3.2 Design Criteria

All leveed areas within Fort Bend County that are equipped with a pump station shall be capable of maintaining the design pumping capacity with its largest single pump inoperative. The capacity of a pump station designed under Section 7.3.1.1 shall be adequate to remove a minimum volume of water from the leveed area within 24 hours without exceeding the maximum ponding elevation within the leveed area. If a pump station is not provided, adequate storage volume below the maximum ponding level must be provided to contain the entire design storm. The volume of runoff to be pumped shall be the greater of either:

1. The runoff resulting from the appropriate rainfall amount as determined in Step 4 of Section 7.3.1.1.

2. A minimum of 1½ inches of runoff from fully developed areas and 1 inch of runoff from undeveloped areas over the contributing watershed.

A pump station designed under Section 7.3.1.2 shall have a combination of storage volume/pumping capacity adequate to maintain the runoff resulting from the 100-year frequency event below the maximum ponding level. The minimum pumping capacity shall be the same as number two above. All pump stations in Fort Bend County shall be equipped with auxillary power for emergency usage.

7.4 GRAVITY OUTLET AND OUTFALL CHANNEL

An outlet shall be required to release the gravity flow from the leveed area through the outfall channel to the adjacent watercourse during low flow conditions on the receiving channel. The outlet shall be equipped with an automatically functioning gate to prevent any external flow from entering the leveed area.

The outlet and outfall channel shall be designed in accordance with Section 3.0 Open Channel Flow. The velocities within the outfall channel at the adjacent river shall not exceed 5.0 feet per second.

7.5 REVIEW PROCESS

When a levee system is required for development, the following information shall be submitted to the Fort Bend County Drainage District for review:

1. Preliminary Submittal

a. A vicinity map showing the proposed levee location in relation to the 100-year flood plain and floodway of the adjacent river.
b. The preliminary design of the levee cross-section based upon the geotechnical investigation.
c. The preliminary design of the pump station capacity.

2. Final Submittal

a. The final design of the levee cross-section and location.
b. The final design of the pump station capacity.
c. The hydraulic calculations showing that the maximum ponding elevation is not exceeded within the leveed area more than once in 100 years on the average.

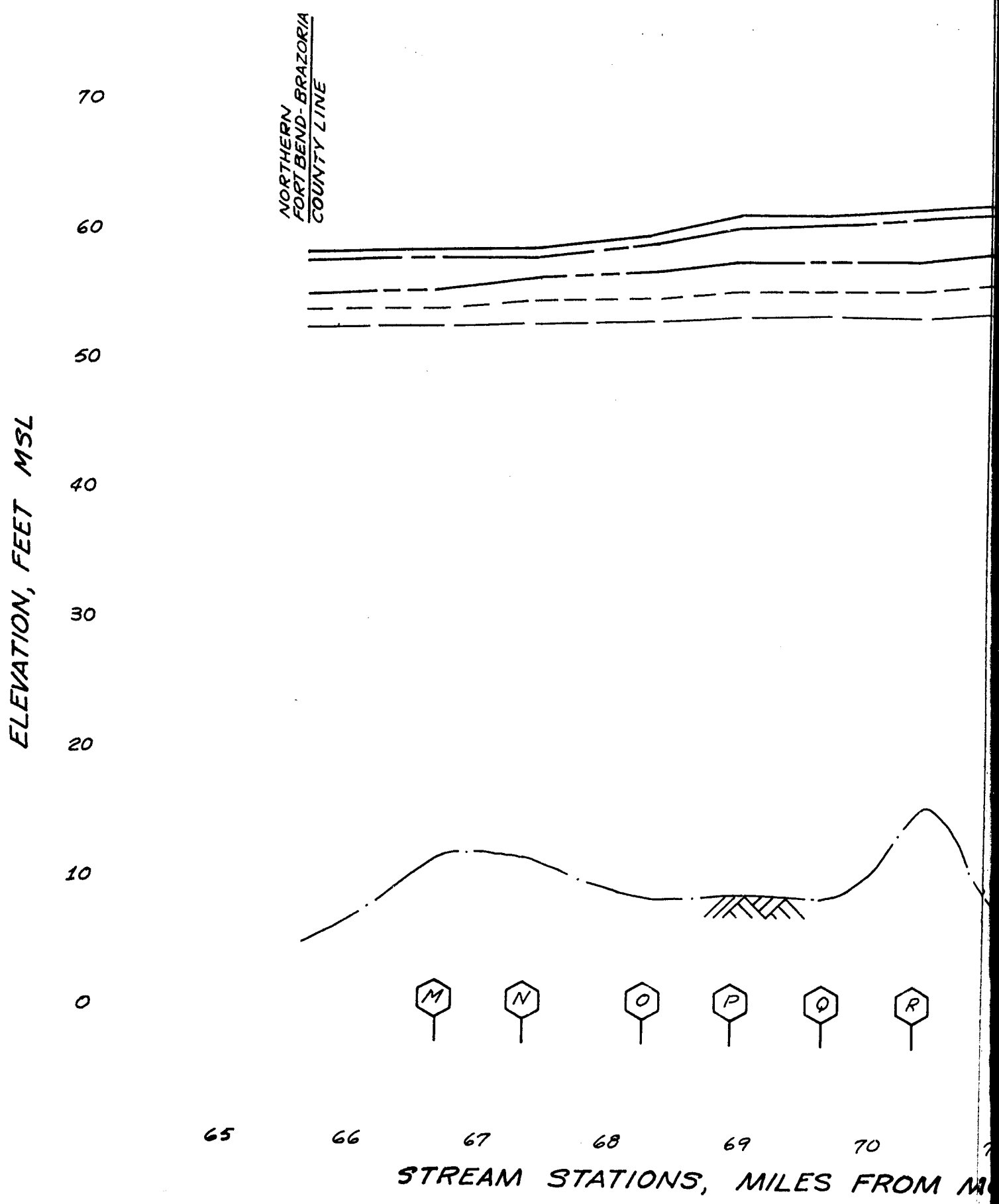
d. The construction drawings and technical specifications for the levee and pump station along with final design computations for the levee, pump station and channels.

In accordance with the current Texas Water Code, Texas Water Commission approval shall be required on the following:

1. Levee improvement district proposed plans of reclamation.

2. Preliminary plans for construction of levees or other improvements.

3. Final plans for levees and other improvements.



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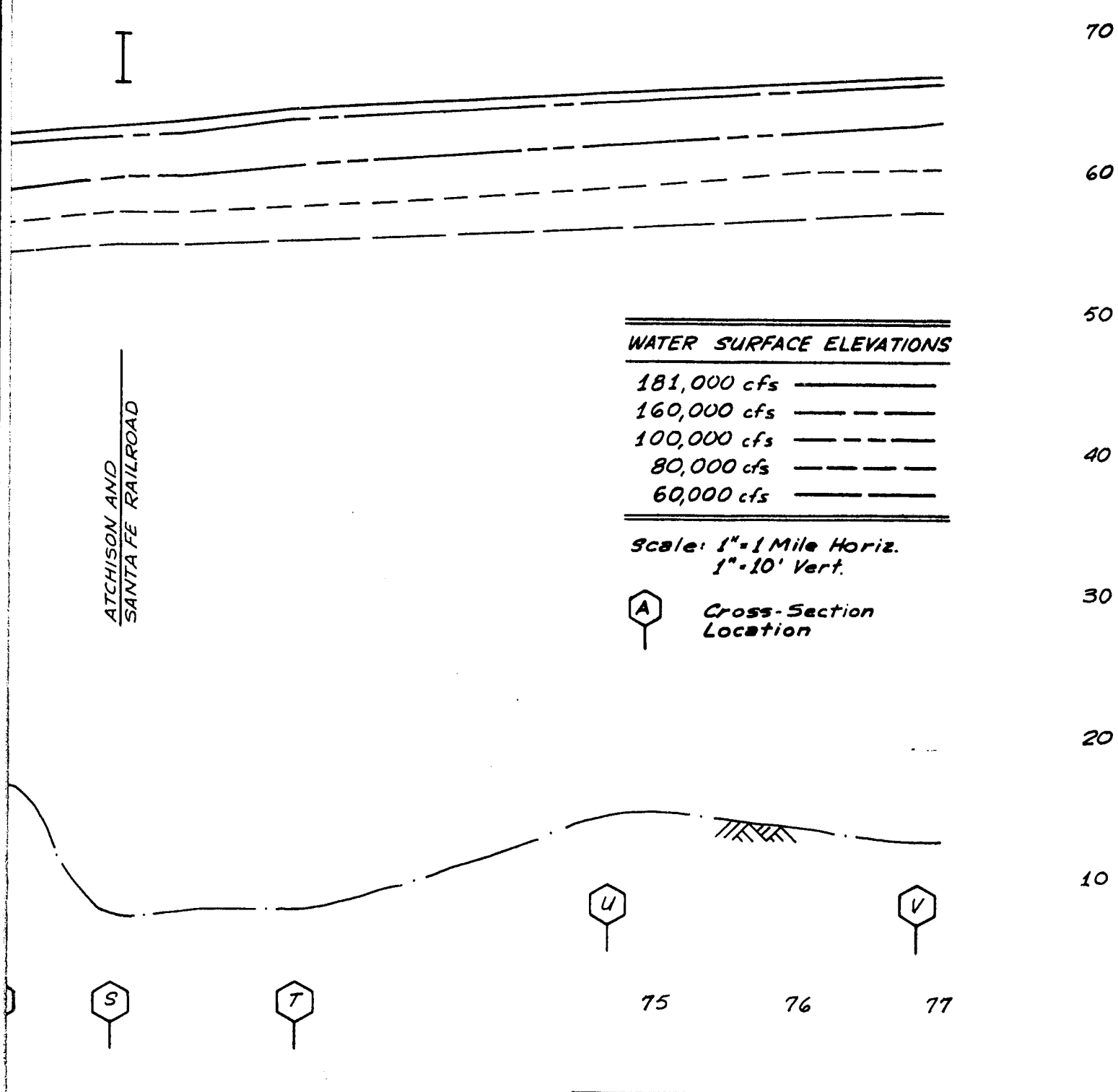
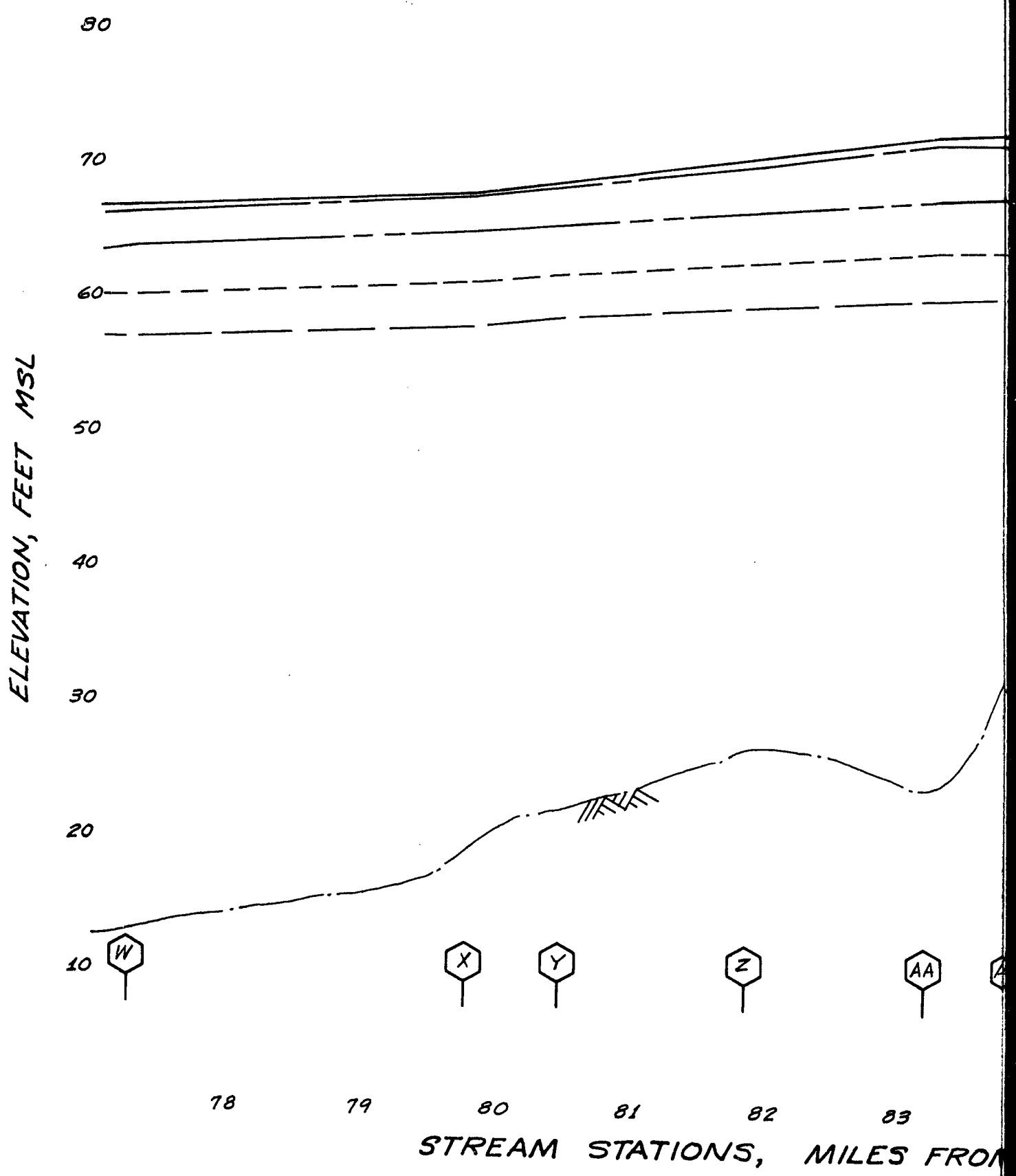


BRAZOS RIVER
WATER SURFACE PROFILES
FOR FORT BEND COUNTY, TEXAS

August 1986

FIGURE 7-1-1



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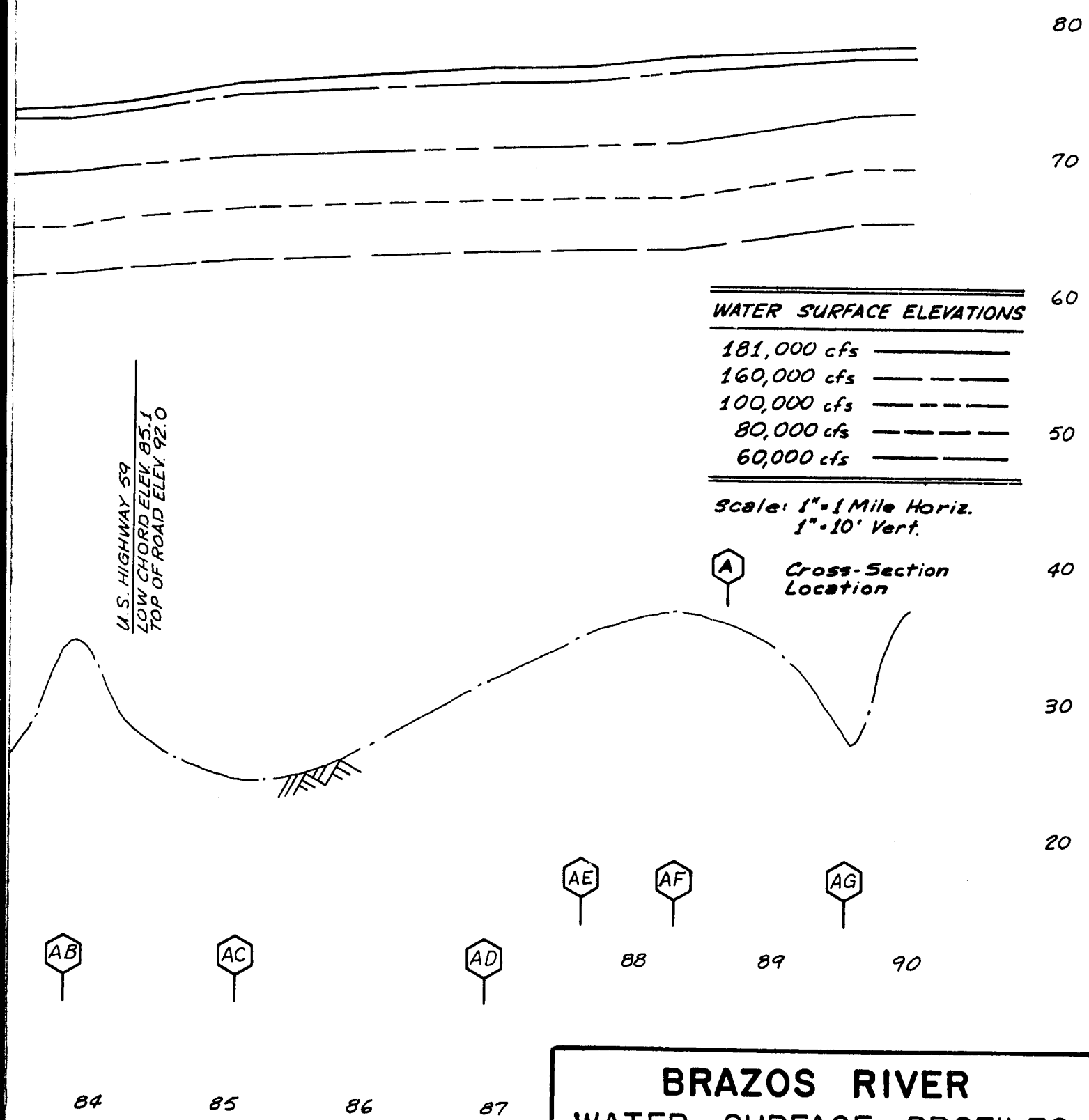
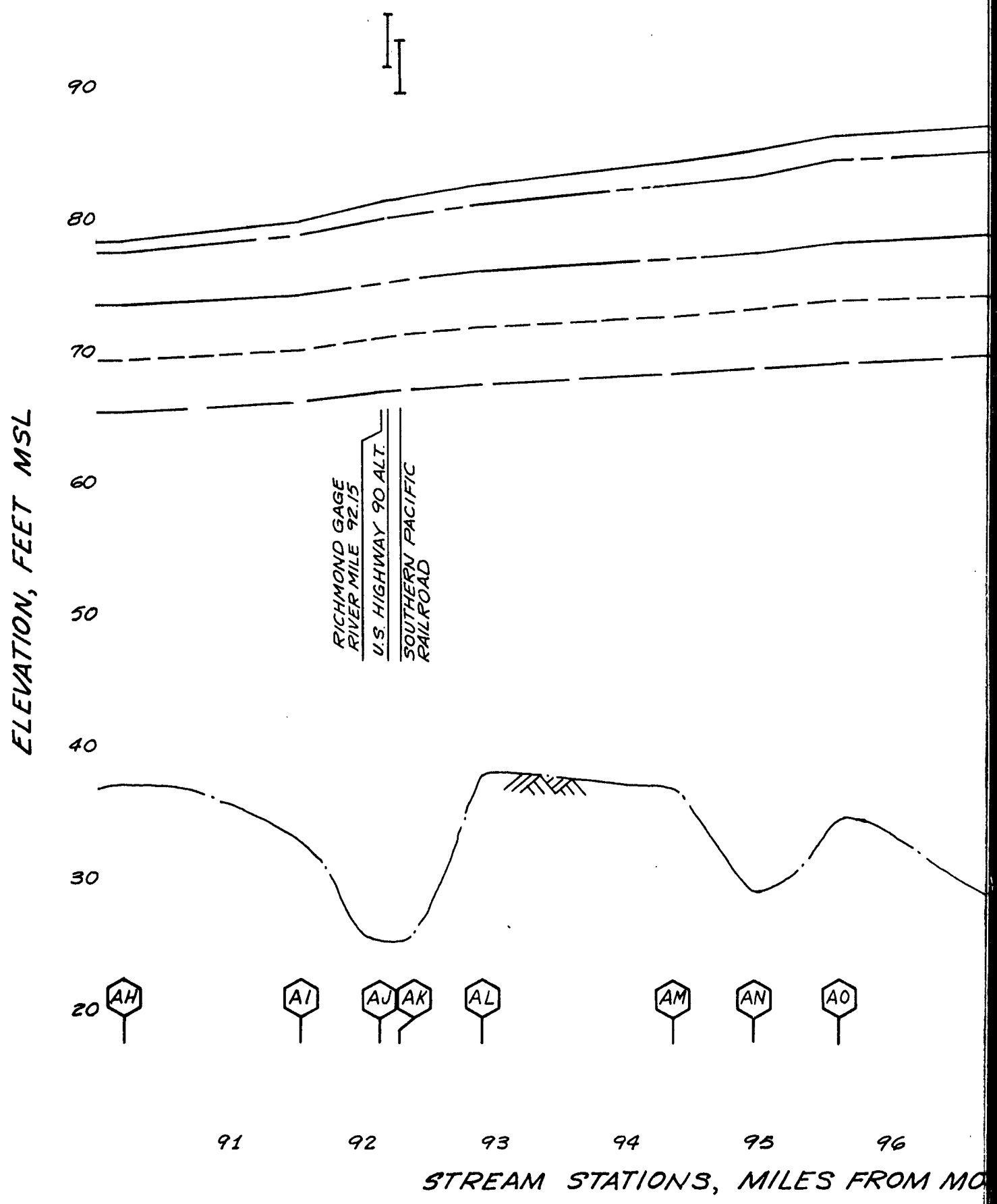


BRAZOS RIVER
WATER SURFACE PROFILES
FOR FORT BEND COUNTY, TEXAS

August 1986

FIGURE 7-1-2



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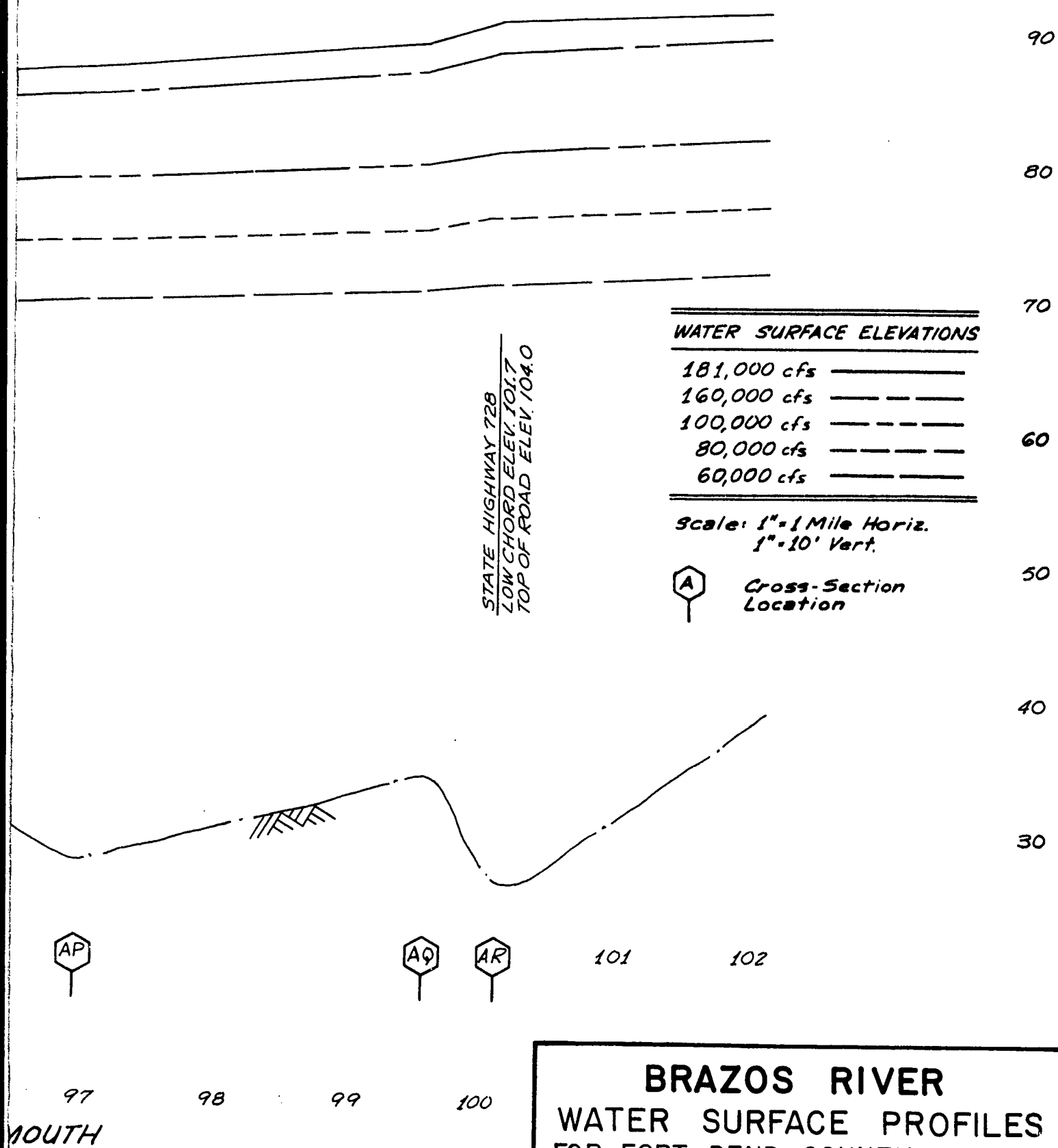
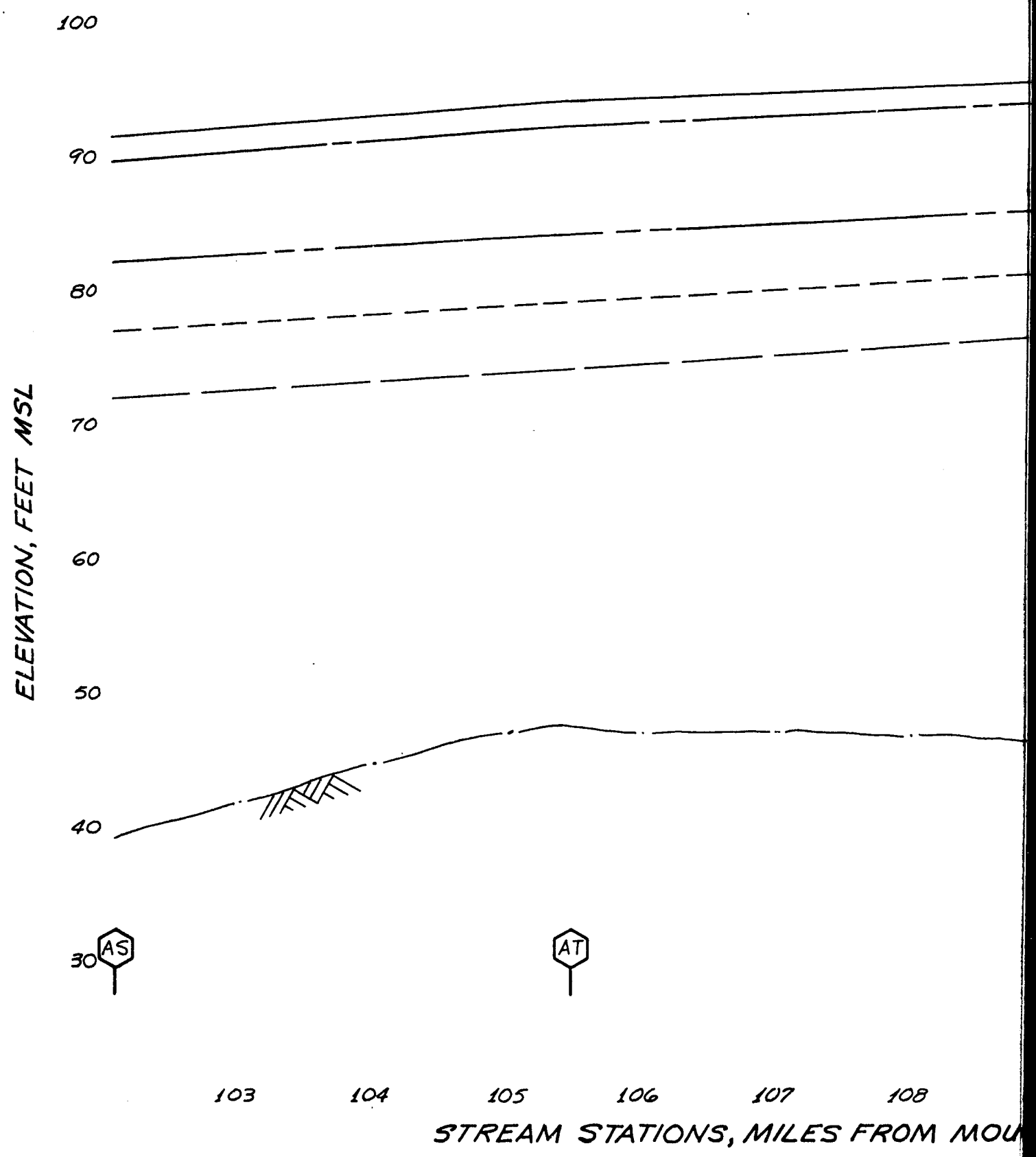


BRAZOS RIVER
WATER SURFACE PROFILES
FOR FORT BEND COUNTY, TEXAS

August 1986 | FIGURE 7-1-3



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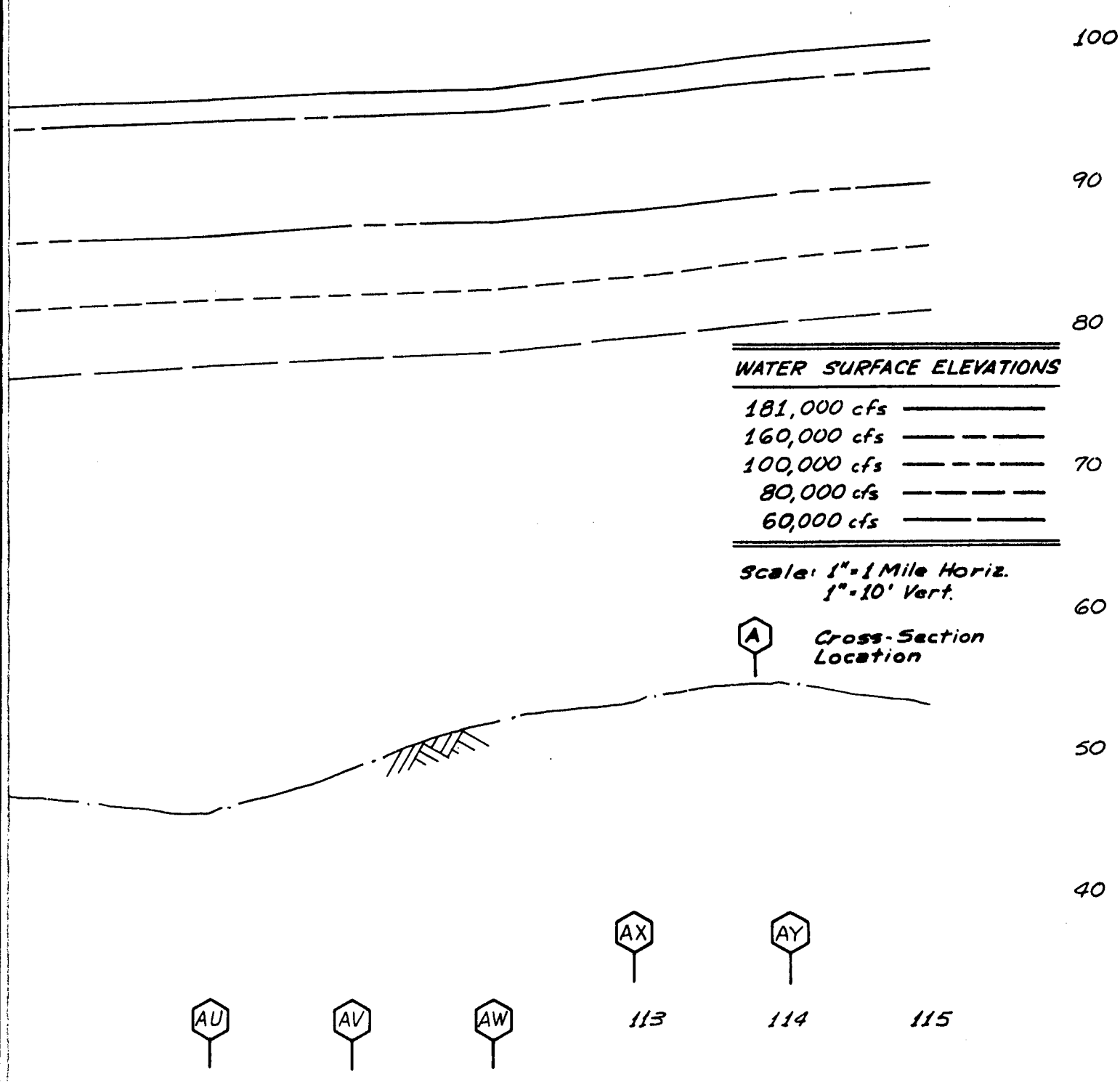
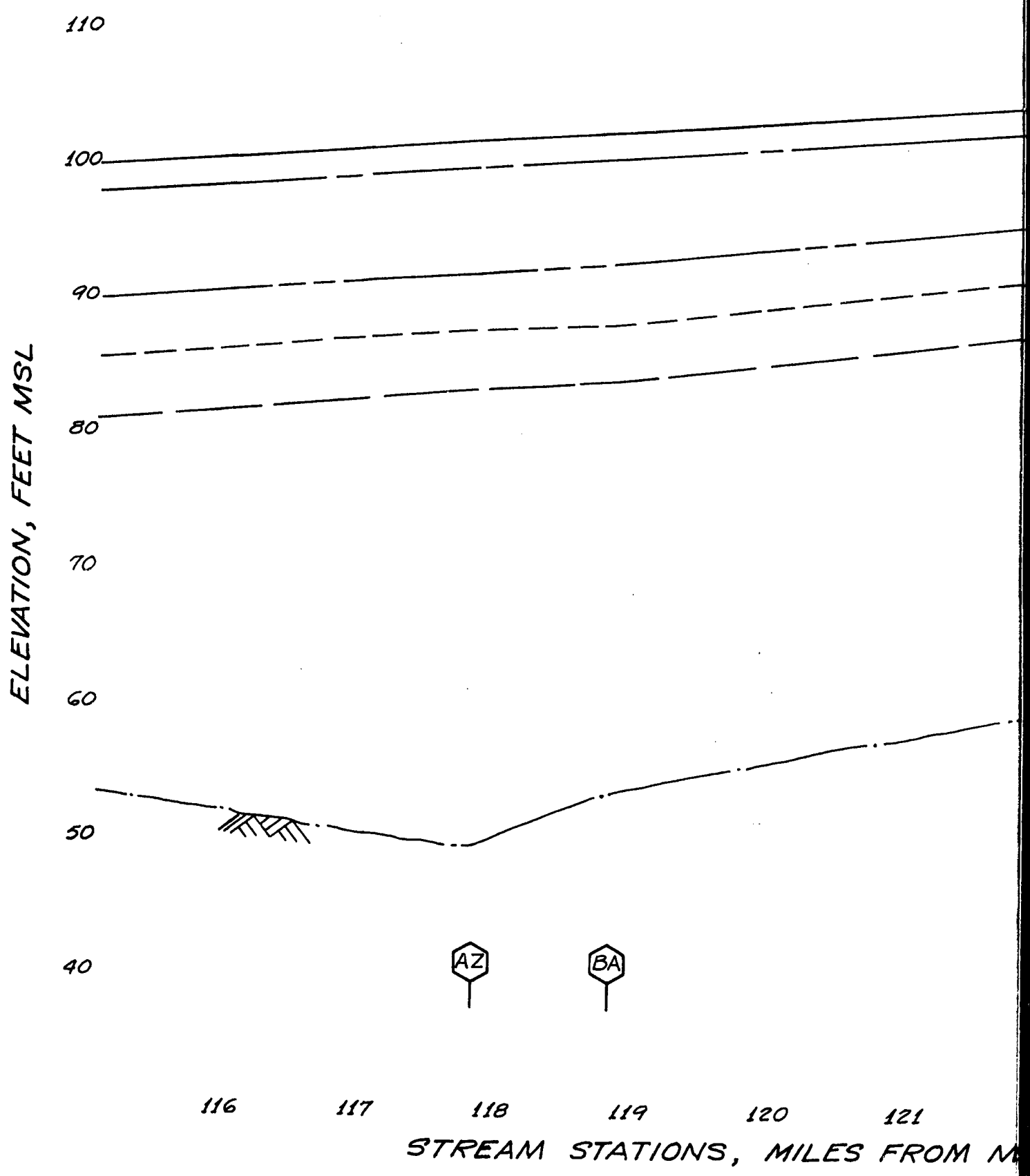


BRAZOS RIVER
WATER SURFACE PROFILES
FOR FORT BEND COUNTY, TEXAS

August 1986

FIGURE 7-1-4



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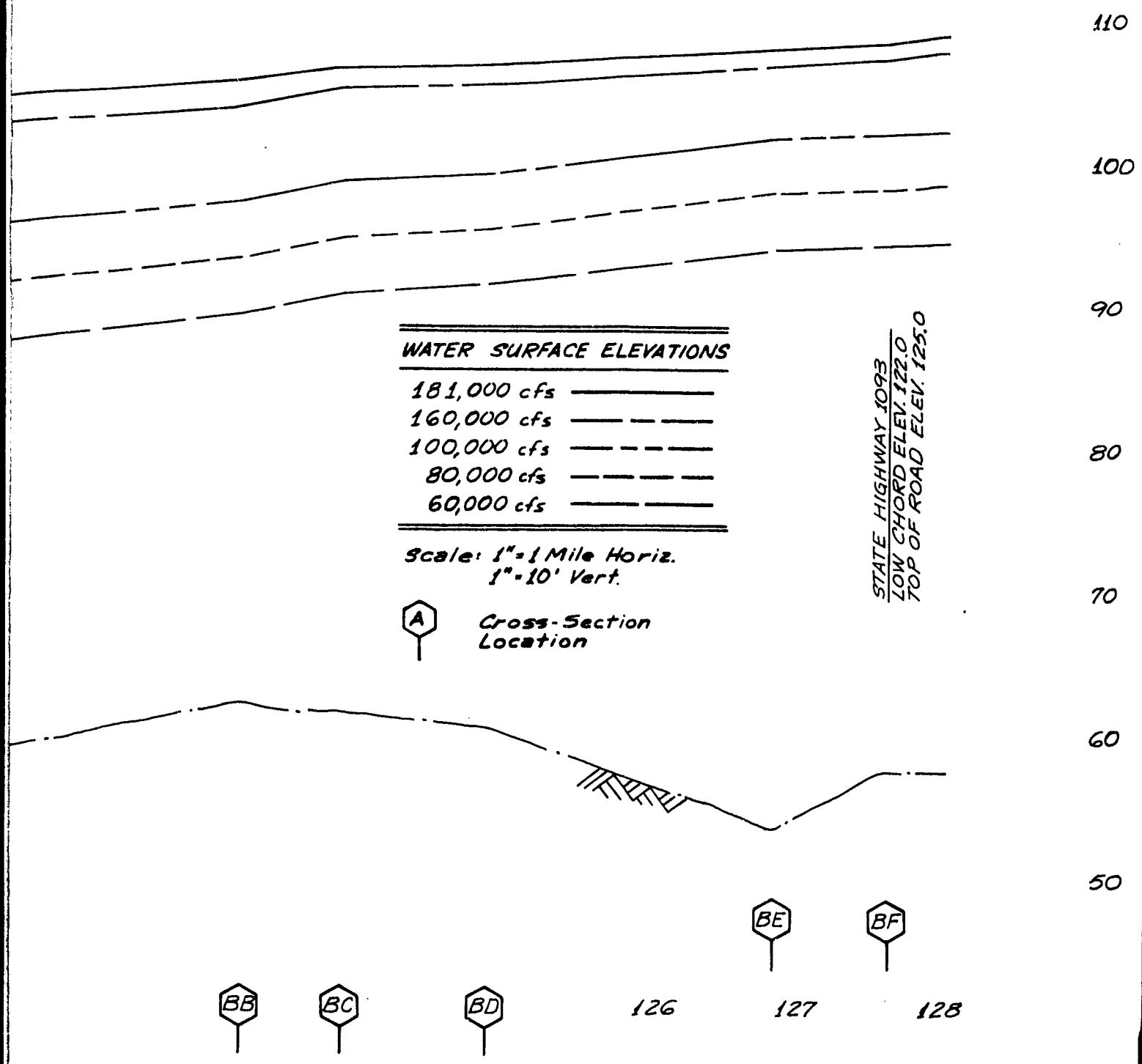
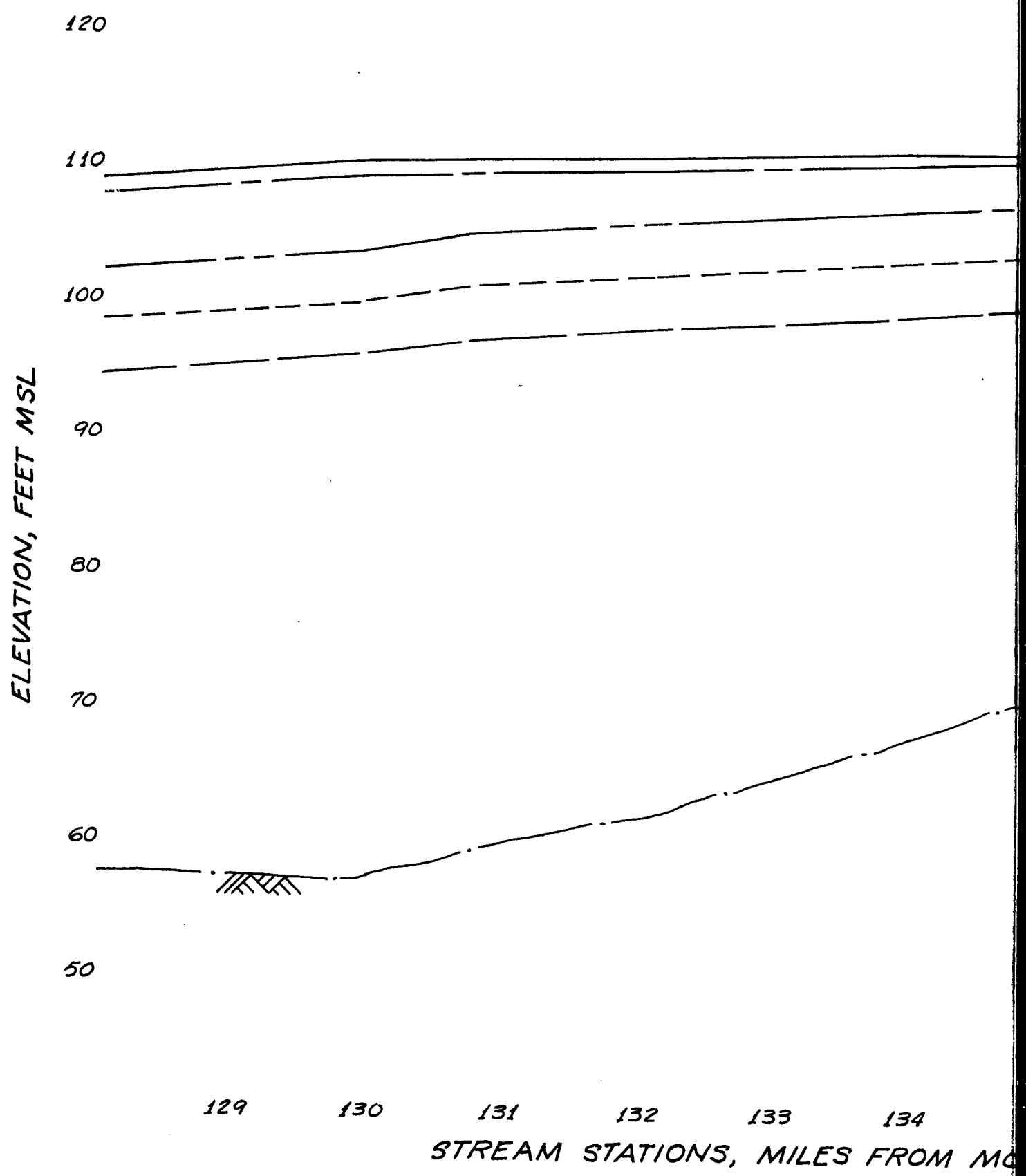


BRAZOS RIVER
WATER SURFACE PROFILES
FOR FORT BEND COUNTY, TEXAS

August 1986 | FIGURE 7-1-5



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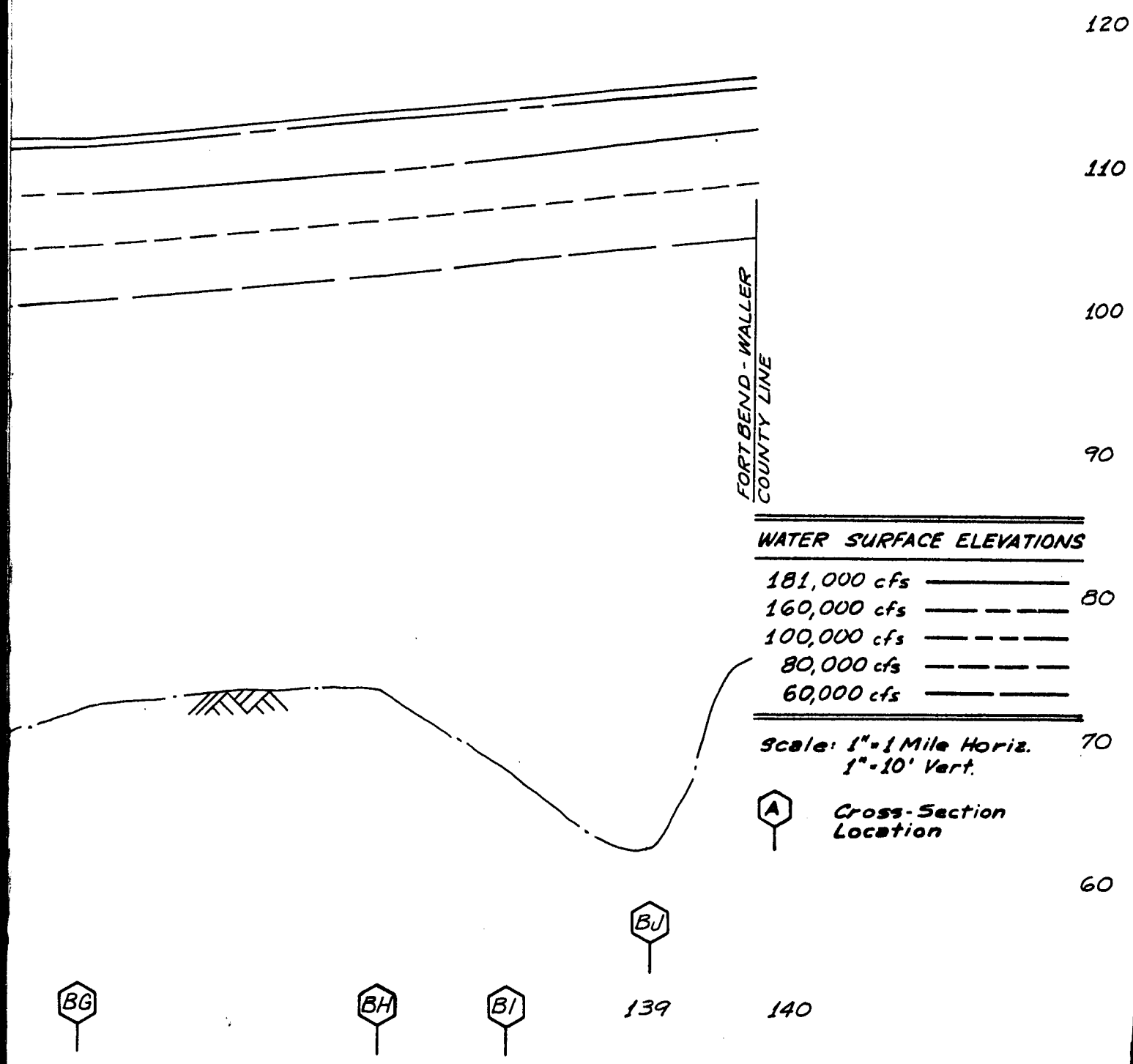
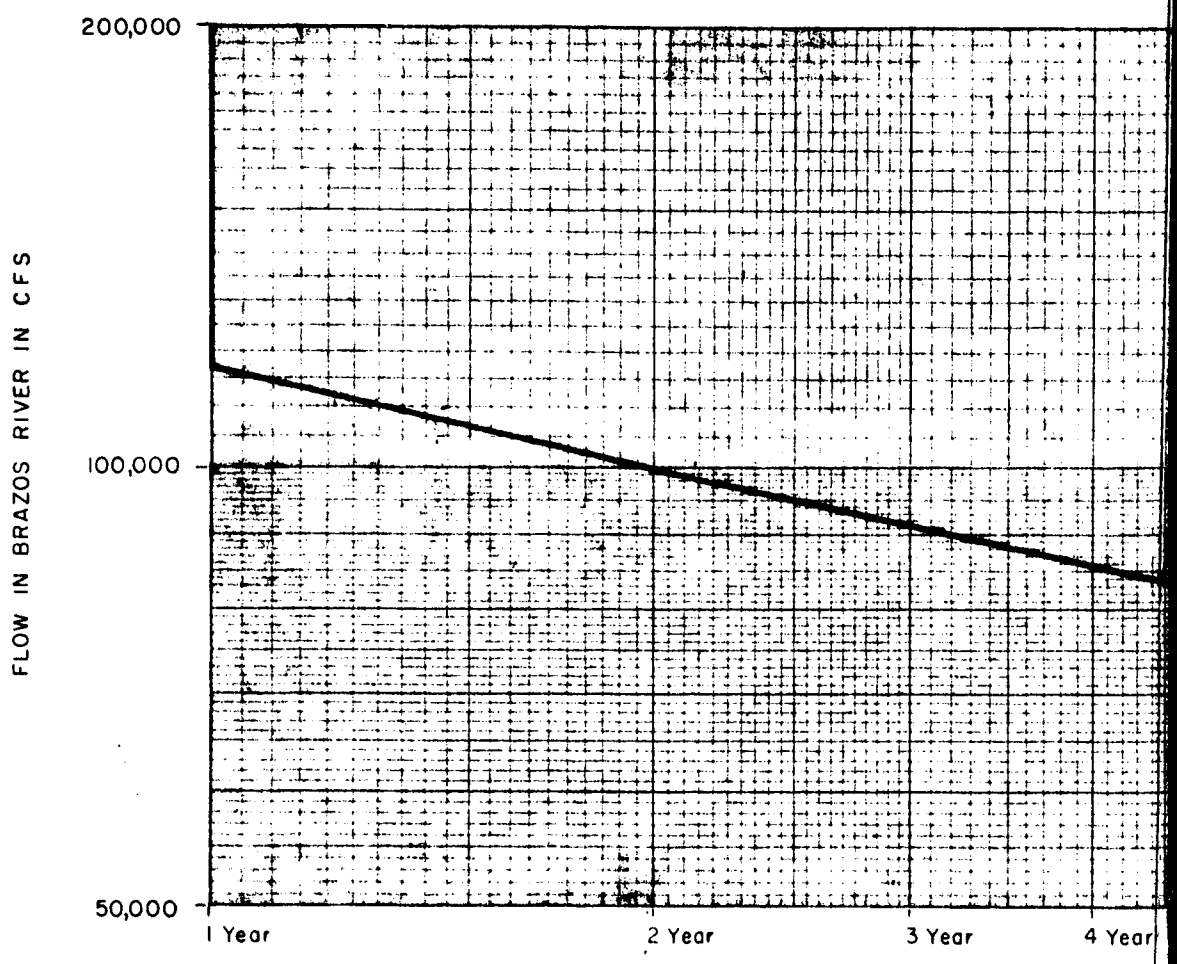


BRAZOS RIVER
WATER SURFACE PROFILES
FOR FORT BEND COUNTY, TEXAS

August 1986

FIGURE 7-1-6



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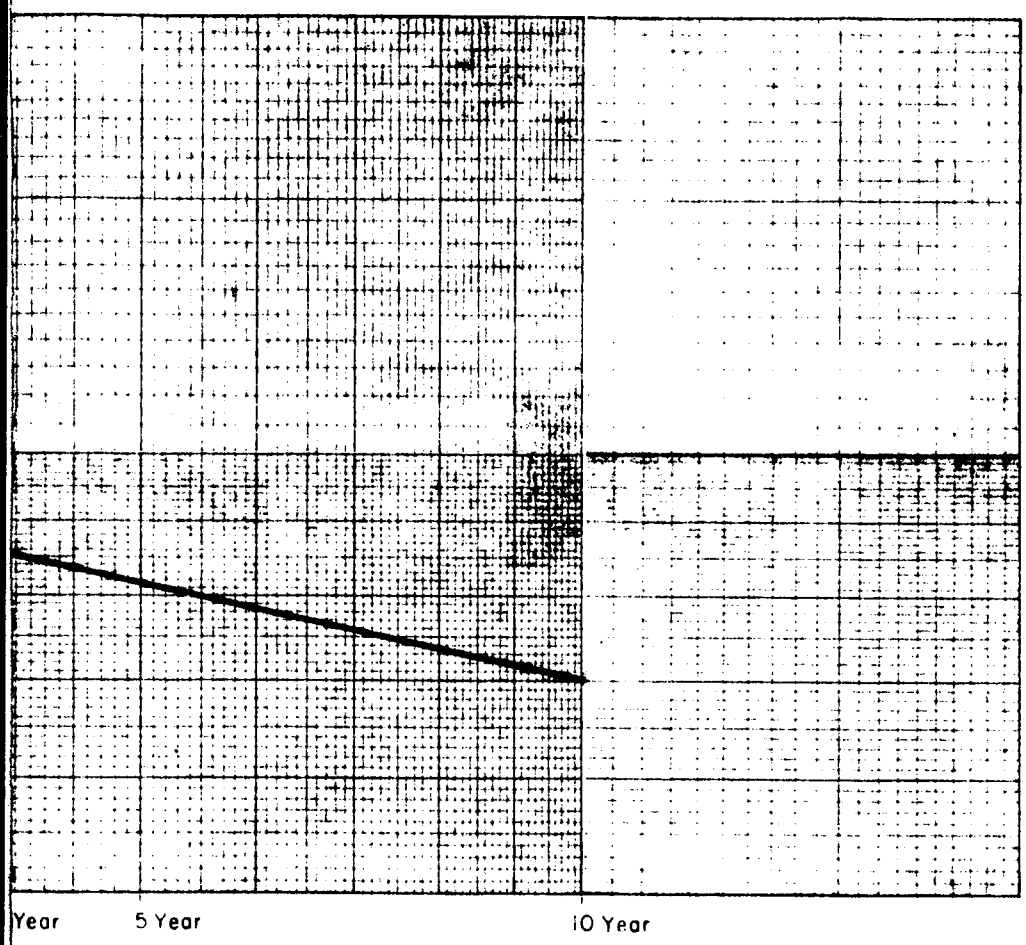
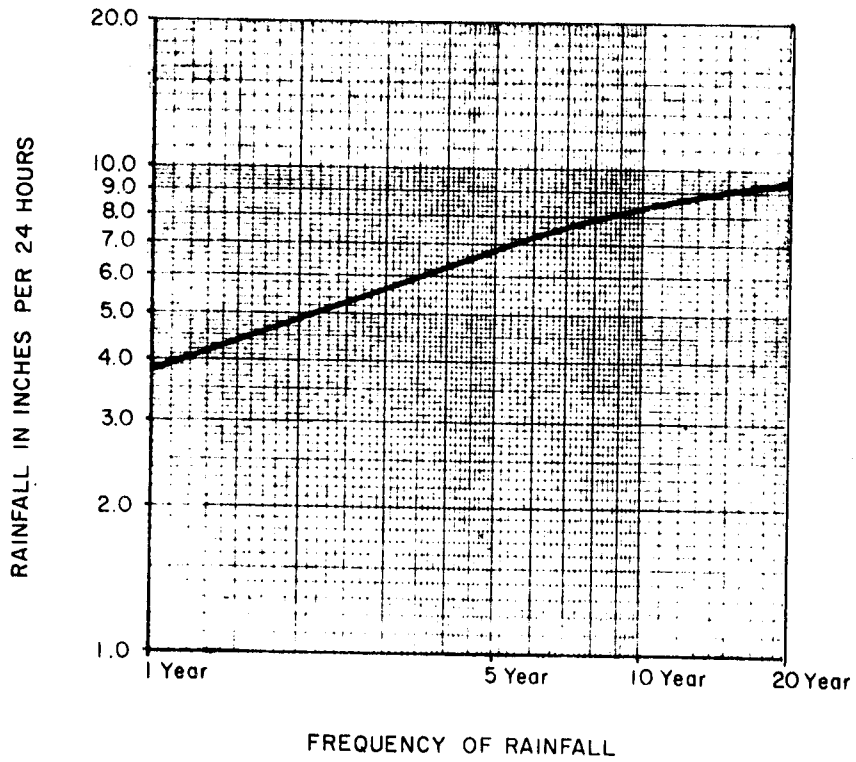


OVER LEVEED AREA

FLOW / FREQUENCY
FOR FORT BEND COUNTY, TEXAS

August 1986

FIGURE 7-2



RAINFALL / FREQUENCY
FOR FORT BEND COUNTY, TEXAS

RAINFALL /FREQUENCY FOR FORT BEND COUNTY, TX.	
August 1986	FIGURE 7-3

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APPENDIX A

DEVELOPMENT OF THE HYDROLOGIC METHODOLOGY

INTRODUCTION

In order to conduct the master drainage study for Fort Bend County, a methodology has been established for computing flows and water levels for all drainage analyses to be performed. It was initially determined that the established methodology should satisfy the following objectives:

(1) Be technically sound;
(2) Be easy to apply;
(3) Be capable of showing the effects of development on the flow regime of a watershed; and
(4) Be a useful tool for evaluating drainage regulation strategies for the County.

After reviewing a number of methodologies that had been utilized in Fort Bend County, it was concluded that use of a computer model employing the unit hydrograph theory would be the best approach for providing the necessary capabilities; and, therefore, this was adopted as the basic hydrologic methodology for the subsequent drainage studies.

Harris County had recently adopted its hydrologic methodology that was accepted by the Federal Emergency Management Agency (FEMA) and was used to revise the Flood Insurance Study that had been conducted for that county. This methodology has also been used to evaluate and design drainage improvements throughout Harris County. This method involves the use of a computer model (HEC-1) that includes the unit hydrograph approach (using Clark's unitgraph coefficients). As a result, we reviewed Harris County's methodology with the intent of adopting their approach with some changes, such as simplifying the procedure and making it more

suitable for the type of watersheds typical of Fort Bend County. The following is a detailed explanation of the derivation of the hydrologic methodology developed and used for the Fort Bend County Master Drainage Study.

DERIVATION OF METHODOLOGY

The general hydrologic method adopted for conducting storm water computations in Fort Bend County is very similar to that used in Harris County. It includes use of the Clark unit hydrograph approach and a rainfall-loss exponential function contained in the HEC-1 computer program that accounts for variation of loss with intensity of basin-average rainfall as well as with increasing ground wetness during the storm.

For unit hydrograph computations, a standard time-area function contained in HEC-1 is used, along with Clark's unitgraph parameters TC (time of concentration) and R (storage coefficient).

For the exponential loss rate function contained in HEC-1, the loss parameters used are STRKR, RTIOL and ERAIN in the equations:

$$L = K \times P^{ERAIN} \qquad \text{(Eq. 1)}$$

$$\text{and } K = STRKR / \ RTIOL^{(0.1 \times CUML)} \qquad \text{(Eq. 2)}$$

where: L = loss rate in inches per hour

K = loss rate coefficient

P = rainfall intensity in inches per hour

ERAIN = exponent between 0.0 (constant loss) and 1.0 (loss proportional to rainfall)

STRKR = loss coefficient at start of storm

RTIOL = loss recession coefficient

CUML = accumulated loss since start of storm in inches.

These unit hydrograph (TC and R) and loss (STRKR, RTIOL and ERAIN) parameters, required as input into the HEC-1 program, have been derived from observed flood data and, insofar as is feasible, related to various basin characteristics (such as length, slope, percent development) so that information can be generated on the rainfall-runoff relationship for a given watershed where no runoff data are available. Derivation of these parameters is based on optimization studies using primarily rainfall and runoff data for those gages in the Houston metropolitan area (the best source of data for watersheds located close to Fort Bend County) considered most representative of streams in Fort Bend County.

BASIC DATA

Rainfall and runoff data for large storms published in open file reports of the U.S. Geological Survey were used for derivation of unit hydrograph and loss parameters. Table 1 lists the stations and storms used.

Basin characteristics for the watershed area above these stations were obtained in part from previous reports and in part from topographic maps and aerial photographs. A summary of the pertinent basin characteristics is contained in Table 2.

The last 12 stations listed in Tables 1 and 2 are supplementary stations selected from earlier studies made by the U.S. Army Corps of Engineers and Turner, Collie and Braden, Inc. in order to provide data on TC and R for areas with steep slopes and other ranges of basin characteristics.

HYDROGRAPH ANALYSIS

The unit-hydrograph and loss-rate optimization routine in HEC-1 was used to derive values of the 2 unit-hydrograph and 3 loss-rate parameters for each

of the 33 storms analyzed. Since TC and R have similar impacts on a unit hydrograph, the HEC-1 program uses tranformed parameters of TC+R and R/(TC+R) for optimization computations.

The results of the reconstitution of these storm hydrographs were considered to be generally of high quality. Average error of the first run showed computed peak versus observed peak flow to be 6 percent, with about half of the computed peaks higher and half lower than observed peaks. Results of the first run are given in Table 3.

Parameter values of the loss function have no individual meaning. In order to compare values of STRKR (the primary loss parameter) it is necessary to use the same values of ERAIN and the same values of RTIOL for every storm. A second computer run was made using a constant ERAIN (0.6) and constant RTIOL (3.0) approximately equal to the average values obtained in the first run. (Substantial rounding of these averages was permitted, since their standard error is large). This increased the average error to 7 percent, which is very minor compared to the substantial simplifications of the model thus obtained. Results of this second run are also given in Table 3.

A third run was then made using the relationship of TC/(TC+R) shown in Figure 1 (obtained from the second run results) as well as constant values of ERAIN (0.6) and RTIOL (3.0). Thus, only the 2 parameters, TC+R and STRKR, were derived in this third run. Errors in peak flows increased to 10 percent on the average, but the reconstitutions still are generally very good and unbiased. Results of this run are given in the last 2 columns of Table 3.

CORRELATION WITH BASIN CHARACTERISTICS

Since variables ERAIN and RTIOL in equations 1 and 2 are assigned values about equal to the averages obtained in the unit hydrograph derivations of the

first 16 stations of Table 1 (areas hydrologically similar to those in Fort Bend County), the only variables remaining to be related to basin characteristics are STRKR, TC+R and R/(TC+R).

The loss index, STRKR, does not correlate significantly with soil characteristics within Harris County where the loss data were derived. Table 4 shows an analysis of variance, which indicates that the variance of STRKR between storms at the same station is even greater than between station averages. This simply means that the data are inadequate to distinguish loss indexes at different locations. It is also considered that losses in this region are similar to those in Fort Bend County. Consequently an average coefficient of 0.5 for STRKR is adopted for Fort Bend County areas.

Values of TC/(TC+R) or R/(TC+R) do not correlate appreciably with any basin characteristics within the Harris County area represented by the first 17 stations of Table 2. However, when data for other stations (18 thru 29 of Table 3A) are considered, there is a good correlation with basin slope, as shown in Figure 1. The relationship shown was adopted for Fort Bend County and is considered to reflect adequately the logical relationship between basin slope and basin storage. Upper and lower limits on the ratio were set arbitrarily to prevent unreasonably small values of TC or R in future applications.

The log of the variable TC+R (from Table 3 and 3A) was correlated with several variables in an attempt to find the best correlation with certain basin characteristics with results as follows:

Variables	Correlation Coefficent
log L	.840
log $L/\sqrt{S}$	.821
log $L/\sqrt{S}$, log N	.913
log $L/\sqrt{S}$, log N, D	.931
log $L/\sqrt{S}$, log N, D, log S_o	.931

On the basis of these results and the fact that including the last variable, S_o, provides a logical addition to the resulting relationship, the following regression equation was adopted:

$$TC+R = 128 \frac{(L/\sqrt{S})^{.57} \quad N^{.8}}{S_o^{.11} \times 10^{I}} \qquad \text{(Eq. 3)}$$

where: TC = Clark's time of concentration

R = Clark's storage coefficent

L = length of the longest watercourse within a subarea (in miles)

S = average slope of the longest watercourse in its middle 75 percent (in feet/mile)

N = Manning's roughness coefficent for the longest watercourse weighted in proportion to distance from upstream end

S_o = average basin slope of land draining into the longest watercourse (in feet/mile)

I = effective imperviousness ratio (.0035D for the regression analysis)

D = percent urban development

This function is plotted on Figure 2 along with the basic data used.

PONDING

Certain subareas, for which a flood hydrograph is to be computed, have ponding areas that will have an effect on the runoff being generated from the subarea. As the flood hydrograph passes through these ponding areas, the peak flow is reduced, and the time at which that peak flow occurs is delayed. An appropriate means to account for this effect in computing the flood hydrograph for such a subarea, using the hydrology methodology previously discussed, is to adjust upward the Clark's R coefficient, since this coefficient represents the storage-routing characteristics of the subarea.

The Soil Conservation Service, in their Technical Report No. 55, presents three tables of adjustment factors to the peak discharges of various frequency flood events in relation to the percent ponding in the subarea. The differences among the three tables is in the amount of the subarea's runoff that is affected by the ponding area (i.e. whether it is located either in the upper, middle or lower portion of the subarea). Figure 3 provides a set of equations and curves that relate the percent of ponding (i.e. the percent ratio of the pond's surface area to the total drainage area of the subarea) to an adjustment factor for Clark's R coefficient. These equations correspond to the SCS table that presumes virtually all of the runoff from the drainage area passes through the ponding areas. Therefore, once the appropriate adjustment factor, RM, is derived from these equations, this factor needs to be prorated downward as the percent of the drainage area that is affected by the ponding area(s) goes from 100% down towards 0%. For example, if a subarea of 5 square miles has two lakes with a total combined surface area of 1/2 square mile, the percent ponding would be 10 and the RM factor for a 100-year event would be 164%. This would be the adjustment factor to be applied to the R coefficient previously computed from TC+R only if 100% of the subarea drains into or through these two lakes. If only 50% of the subarea drains into these two lakes, then the RM factor of 164% would be reduced to 132% as the appropriate adjustment factor to be applied to the R coefficient. If R had previously been determined to be 19.7, the new R that reflects the effect of ponding would be 19.7 x 1.32 = 26.0.

If a ponding area does not allow runoff to pass through it (e.g. a gravel pit), then that portion of the area that drains into the pond, plus the pond surface area itself, should be eliminated from the drainage area of the subarea as being non-contributing area.

COMPARISON OF METHODOLOGIES

A comparison was made between the newly developed hydrology methodology and other previously used methodologies for information purposes. Table 5 shows a comparison of 100-year computed discharge values for a number of the watersheds used in developing the new methodology. The variability in the results is inherent in the use of different methodologies and may also reflect differences in drainage area size and percent imperviousness. Table 6 shows a comparison of 100-year computed discharge values for some of the watersheds studied in Fort Bend County during the Master Drainage Study. Here, the variability in the values as shown in the table is directly related to the differences in the methodologies used.

CONCLUSION

The hydrologic methodology developed for use in the Fort Bend County watershed studies is very similar to that used in Harris County, and will produce similar results. It is designed to be easier, more direct and more definitive in application. The ponding adjustment procedure is also very similar to that used in the Harris County methodology; however, the differences in the two procedures are a result of the different approaches taken in development of the hydrologic methodologies and the way that ponding is defined and accounted for in computing the unit graph parameters.

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10. Johnson, S.L. and Sayre, D.M., "Effects of Urbanization on Floods in the Houston, Texas Metropolitan Area", U.S. Geological Survey Water-Resources Invesigation 3-73, April 1973.

11. Liscum, F. and Massey, B.C., "Technique for Estimating the Magnitude and Frequency of Floods in the Houston, Texas, Metropolitan Area", U.S. Geological Survey Water-Resources Investigations 80-17, April, 1980.

12. "Soil Survey for Fort Bend County, Texas", U.S. Department of Agriculture, Soil Conservation Service, February, 1960.

13. Urban Hydrology for Small Watersheds, Technical Release No. 55", U.S. Department of Agriculture, Soil Conservation Service, January, 1975.

TABLE 1
STORMS ANALYZED IN CORRELATION STUDIES

Station	Storm No.	USGS Sta. I.D. No.	Station Name	Storm Date
1	1a	0807 3630	Bettina St. Ditch at Kimberly St.	7/20/79
	1b	"	"	4/23/81
2	2a	0807 4250	Brickhouse Gully at Costa Rica St.	3/20/72
	2b	"	"	4/19/79
3	3a	0807 4500	Whiteoak Bayou at Heights Blvd.	3/20/72
	3b	"	"	1/6/79
	3c	"	"	5/13/82
4	4a	0807 4540	Little Whiteoak Bayou at Trimble St.	5/3/81
	4b	"	"	8/30/81
	4c	"	"	5/13/82
5	5	0807 4760	Brays Bayou at Alief	5/13/82
6	6	0807 4780	Keegans Bayou at Keegan Road	8/30/81
7	7a	0807 4800	Keegans Bayou at Roark Road	8/30/81
	7b	"	"	5/13/82
8	8a	0807 4810	Brays Bayou at Gessner Dr.	10/31/81
	8b	"	"	5/13/82
9	9a	0807 4910	Hummingbird St. Ditch at Mullins St.	7/1/79
	9b	"	"	5/13/82
10	10a	0807 5000	Brays Bayou at Main St.	4/19/79
	10b	"	"	5/13/82
11	11a	0807 5400	Sims Bayou at Hiram Clarke St.	6/11/73
	11b	"	"	5/13/82
12	12a	0807 5500	Sims Bayou at Highway 35	6/11/73
	12b	"	"	8/30/81
	12c	"	"	10/5/81
13	13a	0807 5550	Berry Bayou at Gilpin St.	5/19/79
	13b	"	"	5/13/82
14	14a	0807 5650	Berry Bayou at Forest Oaks St.	7/25/79
	14b	"	"	5/13/82

TABLE 1 (Concluded)
STORMS ANALYZED IN CORRELATION STUDIES

Station	Storm No.	USGS Sta. I.D. No.	Station Name	Storm Date
15	15a	0807 5730	Vince Bayou at Pasadena	3/19/79
	15b	"	"	7/25/79
	15c	"	"	5/13/82
16	16	0807 5770	Hunting Bayou at IH 610	5/17/82
17	17	0807 5900	Greens Bayou at US 75	9/19/79
18		0806 8450	Panther Br. nr.Spring (Montgomery Cty.)	CE Data[a]
19		0811 4900	Seabourne Cr. nr. Rosenberg (Ft. Bend Cty.)	CE Data[a]
20		0811 6400	Dry Cr. nr. Rosenberg (Ft. Bend Cty.)	CE Data[a]
21		0811 5500	Fairchild Cr. nr.Needville (Ft. Bend Cty.)	CE Data[a]
22		0811 5000	Big Cr. nr. Needville (Ft. Bend Cty.)	CE Data[a]
23		0806 7550	Welch Cr. (Montgomery Cty.)	TC&B Data[b]
24		0806 8300	Mill Cr. Trib. nr. Dobbin (Montgomery Cty.)	CE Data[a]
25		0807 0500	Caney Cr. nr. Splendora (Montgomery Cty.)	CE Data[a]
26		0807 1000	Peach Cr. at Splendora (Montgomery Cty.)	CE Data[a]
27		0806 8500	Spring Cr. nr. Spring (Montgomery Cty.)	CE Data[a]
28		0807 4400	Lazybrook	TC&B Data[b]
29		0807 3750	Stoneybrook Street Ditch	TC&B Data[b]

Note: All gages in Harris County unless otherwise noted.
a. Corps of Engineer's data used for this station.
b. Turner, Collie & Braden, Inc. data used for this station.

(Ref. for a & b: "Harris County Flood Hazard Study Final Report", dated September 1984, prepared by TC&B and Pate Engineers, Inc.)

TABLE 2
BASIN CHARACTERISTICS FOR GAGES ANALYZED

Station No.	Drainage Area (mi^2)	Basin Length (mi)	Length to Centroid (mi)	Channel Slope (ft/mi)	Watershed Slope (ft/mi)	Weighted Mannings "n" value	Percent Development (@ 1980)
1	1.37	1.00	0.50	2.50	3.0	.025	100
2	11.40	6.35	3.55	7.90	8.0	.02	80
3	86.30	21.30	12.10	5.50	8.0	.025	60
4	18.00	7.89	3.39	14.40	8.0	.04	100
5	14.10	8.76	3.79	2.00	7.0	.04	60
6	7.47	6.50	2.90	2.35	3.0	.04	45
7	11.50	8.70	3.03	2.35	10.0	.04	55
8	53.20	13.80	7.50	3.30	6.0	.04	70
9	0.32	0.80	0.40	3.00	3.0	.04	100
10	94.90	21.60	11.30	3.10	6.0	.02	80
11	20.20	6.06	3.41	2.90	7.40	.04	70
12	63.00	18.20	7.95	3.10	7.20	.04	75
13	2.56	2.00	1.00	4.00	5.0	.04	72
14	10.70	5.00	2.50	10.00	8.0	.04	85
15	7.32	5.25	1.75	4.90	3.0	.03	100
16	15.80	6.55	3.00	2.20	7.0	.06	95
17	36.10	11.70	5.20	4.20	4.0	.05	57
18	34.50	13.10	7.80	6.30	57	.06	0
19	5.70	5.30	2.60	4.42	9.0	.04	5
20	8.60	6.63	3.06	5.08	8.0	.04	10
21	24.90	7.70	3.80	4.10	6.0	.06	0
22	42.80	14.00	7.42	3.20	10.0	.03	5
23	2.35	4.00	2.60	19.5	73	.06	0
24	4.07	3.60	1.70	33.0	53	.06	0
25	105	35.40	13.10	7.90	59	.06	0
26	117	26.80	15.40	7.70	80	.06	0
27	409	52.40	27.00	6.90	50	.06	0
28	0.13	0.66	0.27	5.20	8.0	.015	100
29	0.50	0.76	0.33	2.40	6.0	.020	100

TABLE 3

OPTIMIZATION RESULTS

Storm No.	% Imperv.[1]	First Run					Second Run[2]		Final Study[2,3]		
		TC+R	R/(TC+R)	STRKR	RTIOL	ERAIN	TC+R	R/(TC+R)	TC+R	STRKR Storm	STRKR Station
1a	35	1.68	0.78	0.47	1.90	0.62	1.71	.79	1.77	0.50	
1b	35	2.14	0.69	0.71	1.90	0.62	2.12	.68	2.50	0.60	.55
2a	21	5.81	0.83	0.20	1.00	0.82	6.14	.86	5.56	0.32	
2b	28	2.93	0.54	0.32	1.00	0.82	2.92	.52	2.89	0.32	.32
3a	9.1	12.01	0.53	0.55	2.71	0.64	12.2	.53	13.7	0.56	
3b	20	8.65	0.70	0.28	2.71	0.64	8.62	.70	8.39	0.33	.37
3c	21	10.55	0.59	0.20	2.71	0.64	10.2	.55	10.5	0.21	
4a	35	6.79	0.76	0.48	3.88	0.51	6.55	.73	6.36	0.53	
4b	35	4.92	0.74	1.57	3.88	0.51	4.89	.75	4.77	1.92	1.02
4c	35	5.96	0.62	0.60	3.88	0.51	5.85	.63	5.84	0.62	
5	21	9.36	0.43	0.47	5.23	0.12	10.0	.53	11.0	0.50	0.50
6	15.8	7.75	0.97	0.81	2.11	1.00	7.57	.96	7.53	0.95	0.95
7a	19.3	8.70	0.97	0.52	1.73	0.87	9.24	.97	7.60	0.63	
7b	19.3	5.54	0.81	0.63	1.73	0.87	6.13	.85	5.42	0.62	0.62
8a	24.5	9.43	0.63	0.97	2.66	0.39	9.72	.65	10.2	0.98	
8b	24.5	7.59	0.58	0.44	2.66	0.39	7.80	.58	8.38	0.48	0.73
9a	35	1.68	0.67	0.92	3.26	0.80	1.84	.81	1.92	0.94	
9b	35	1.84	0.59	0.79	3.26	0.80	1.87	.67	1.93	0.73	0.84
10a	28	7.00	0.70	0.13	1.88	0.65	7.01	.70	6.86	0.12	
10b	28	6.70	0.66	0.51	1.88	0.65	6.68	.64	6.65	0.56	0.34
11a	19.3	12.86	0.84	0.02	3.20	0.42	13.2	.80	11.5	0.04	
11b	24.5	9.08	0.69	0.84	3.20	0.42	8.65	.66	9.21	0.86	0.45
12a	21	20.84	0.72	0.08	2.92	0.50	20.5	.70	20.4	0.08	
12b	26.3	19.64	0.42	0.59	2.92	0.50	19.3	.43	21.4	0.59	0.52
12c	26.3	15.87	0.56	0.89	2.92	0.50	16.0	.59	17.4	0.90	
13a	24.5	13.17	0.97	0.14	1.08	0.89	13.2	.97	14.0	0.16	
13b	24.5	6.33	0.50	0.59	1.08	0.89	6.17	.48	7.74	0.62	0.39
14a	29.8	9.58	0.83	0.02	4.64	0.71	9.61	.82	9.83	0.04	
14b	29.8	6.23	0.60	0.82	4.64	0.71	5.97	.57	6.59	0.78	0.41
15a	35	3.62	0.84	0.31	2.07	0.92	3.85	.87	3.76	0.29	
15b	35	5.68	0.77	0.00	2.07	0.92	5.67	.77	5.57	0.00	0.28
15c	35	2.82	0.91	0.49	2.07	0.92	2.85	.91	2.69	0.55	
16	33.3	12.10	0.54	0.15	2.00	0.48	12.0	.51	12.9	0.13	0.13
17	3.5	-	-	-	-	-	21.2	.80	20.8	0.37	0.37

1 Assumes % Imperv. = 0.35 X % Development for the storm date.
2 Using RTIOL = 3.0 and ERAIN = 0.6 for all storms.
3. Using TC/(TC+R) = 0.38 log S_o (See Figure 1).

TABLE 3A

FINAL VALUES ADOPTED

FOR OTHER STATIONS

Station No.	TC+R	R/(TC+R)
18	27	.3
19	14.5	.8
20	15.0	.5
21	26.5	.5
22	27.0	.5
23	4.8	.2
24	4.0	.5
25	40	.3
26	36	.3
27	63.8	.2
28	0.90	.9
29	1.40	.8

Reference: "Harris County Flood Hazard Study Final Report", dated September 1984 by TC&B and Pate Engineers, Inc.

TABLE 4
ANALYSIS OF VARIANCE - LOSS COEFFICIENT

Station No.	Values of X (STRKR) Storm a	Storm b	ΣX	$\Sigma(X^2)$	$\Sigma X^2 - \frac{(\Sigma x)^2}{2}$
1	0.50	0.60	1.1000	0.6100	0.00500
2	0.32	0.32	0.6400	0.2048	0.00000
3	0.56	0.33	0.8900	0.4225	0.02645
4	0.53	1.92	2.4500	3.9673	0.96605
7	0.63	0.62	1.2500	0.7813	0.00005
8	0.98	0.48	1.4600	1.1908	0.12500
9	0.94	0.73	1.6700	1.4165	0.02205
10	0.12	0.56	0.6800	0.3280	0.09680
11	0.04	0.86	0.9000	0.7412	0.33620
12	0.08	0.59	0.6700	0.3545	0.13005
13	0.16	0.62	0.7800	0.4100	0.10580
14	0.04	0.78	0.8200	0.6100	0.27380
15	0.29	0.00	0.2900	0.0841	0.04205
			13.6000	11.1210	2.12930

Total variance = 11.1210 - ($(13.60)^2/26$) = 4.0072

Average variance between storms = 2.1293/13 = 0.1638

Average variance between stations = (4.0072 - 2.1293)/12 = 0.1565

Average value of STRKR = 13.60/26 = 0.52

TABLE 5

COMPARISON OF 100-YEAR DISCHARGE COMPUTATIONS

U.S.G.S ID No.	D.A. $(mi)^2$	METHODOLOGY					
				U.S.G.S WRI 80-17			
		Ft Bend County	Harris County	Frequency Analysis from observed data	Frequency Analysis with simulated data	Regional Equation	USGS WRI 3-73 Frequency Analysis with Simulated Data
0807 4250	11.4	10,100	8,200	8,210	6,500	4,600	7,110
0807 4500	86.3	26,600	33,800	23,600	23,960	27,550	22,600
0807 4780	7.5	2,000	3,300	1,250	870	1,400	600
0807 4800	11.5	3,860	4,780	1,880	1,740	2,190	1,790
0807 5000	94.9	32,300	39,100	40,600	33,700	36,670	20,700
0807 5400	20.2	8,730	7,430	5,680	5,590	6,330	5,750
0807 5500	63.0	15,600	17,410	16,140	15,300	14,400	16,300
0807 5550	2.56	1,900	-	1,000	870	1,000	880
0807 5650	10.7	7,800	6,230	8,280	6,020	6,220	7,570
0807 5730	7.3	4,520	8,400	4,620	5,000	3,850	-
0807 5770	15.8	5,770	4,650	4,900	4,910	5,820	5,930

Note: The drainage area indicated for each location is that as determined for the Fort Bend County analysis and in some instances may differ from previously published data. A slight variation in discharge may occur attributable to the differences in drainage area.

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TABLE 6

COMPARISON OF 100-YEAR DISCHARGE (cfs) FOR DIFFERENT METHODOLOGIES

Watershed	Drainage Area (mi 2)	Percent Developed	Methodology: Fort Bend County	Harris County	Fort Bend County Drainage Area vs. Discharge Curves	Cypress Creek	Johnson-Sayre Nomograph
Clear Creek	1.61	10	597	610	490	501	400
	3.99	7	1662	1282	840	899	800
	6.71	8	1433	1213	1250	1395	1450
Keegans Bayou	0.43	75	464	334	500	260	330
	1.16	30	578	273	560	450	500
	3.41	80	1830	914	2300	1335	2000
	4.93	75	3134	4034	2800	1689	2670
	5.50	70	3598	5034	2800	1782	3000
Long Point Slough	0.44	0	174	183	140	164	80
	1.49	5	530	740	390	454	300
	3.72	0	1298	1540	650	857	500
	5.01	0	1224	1507	800	1061	650
	10.66	0	2469	2592	1370	1827	1350
Willow Fork	0.43	25	254	192	250	192	200
	1.25	0	782	682	295	385	190
	5.01	0	1665	1420	800	1061	650

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NO. 340R-L310 DIETZGEN GRAPH PAPER
SEMI-LOGARITHMIC
3 CYCLES X 10 DIVISIONS PER INCH

DIETZGEN CORPORATION
MADE IN U.S.A.

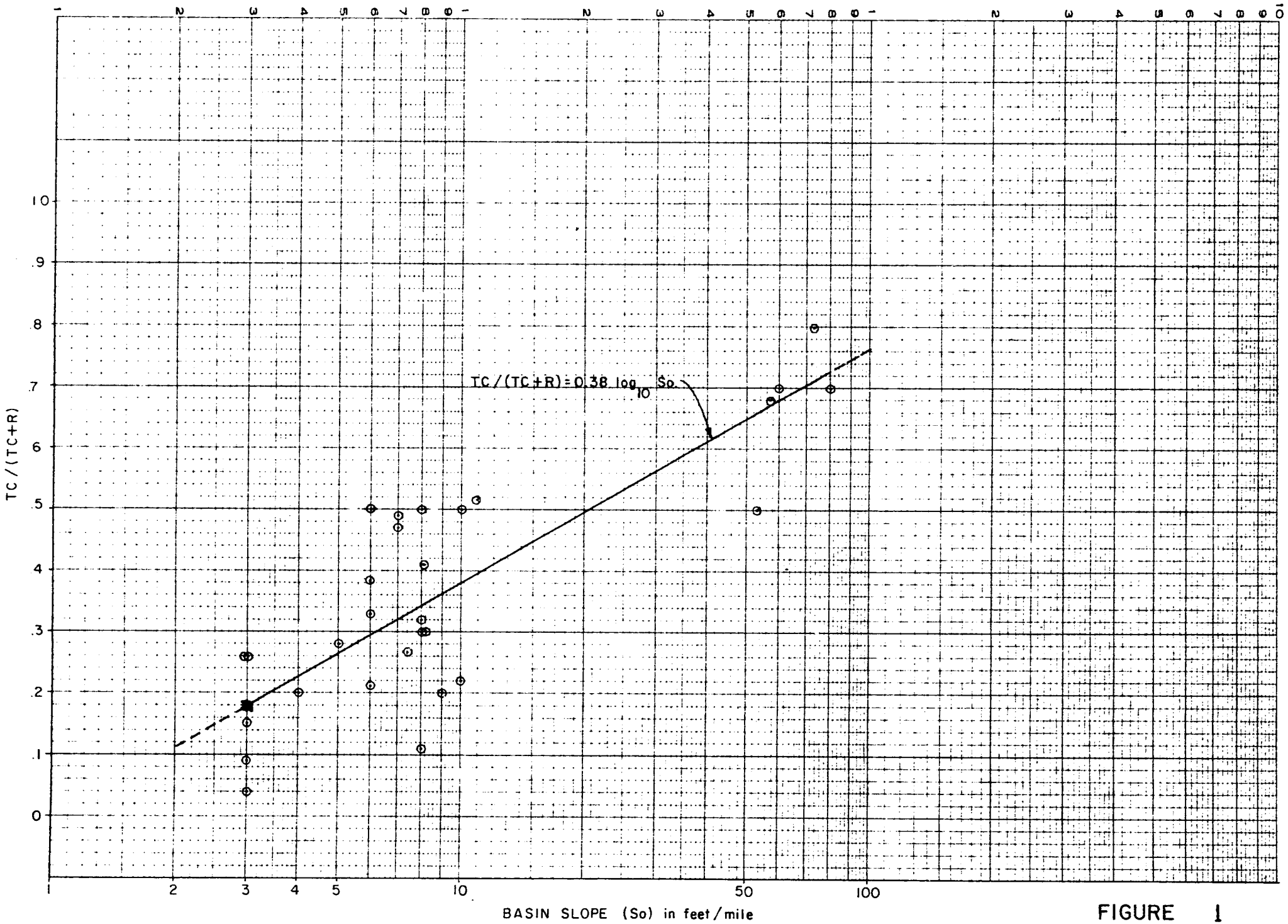

FIGURE 1

AS PER ORIGINAL
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K+E LOGARITHMIC 46 7323
KEUFFEL & ESSER CO.

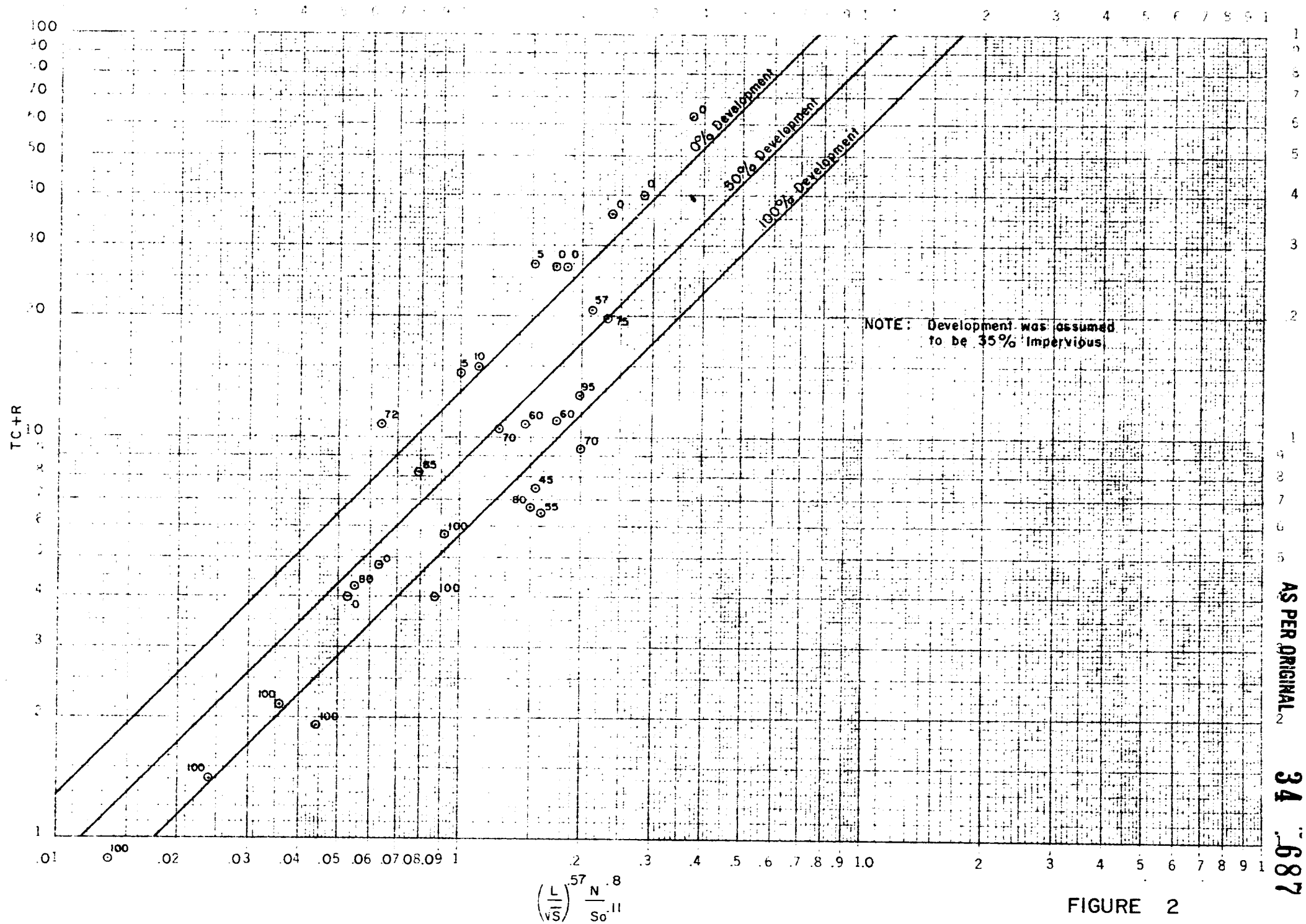

FIGURE 2

AS PER ORIGINAL
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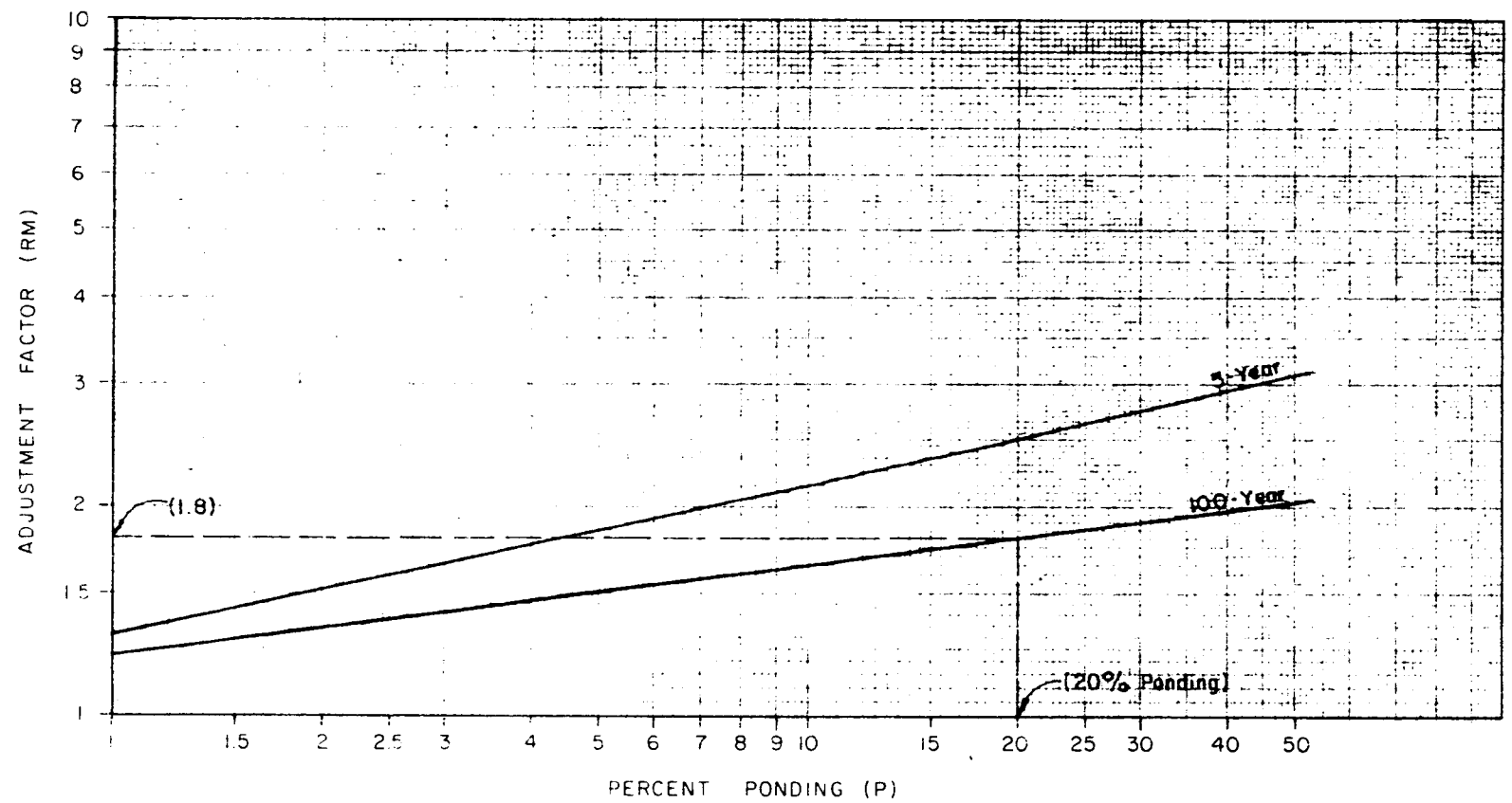

PONDING ADJUSTMENT FACTOR FOR CLARKS STORAGE COEFFICIENT (R) FOR FORT BEND COUNTY, TEXAS

STORM EVENT	ADJUSTMENT FACTOR (RM) EQUATION
5 YEAR	$RM = 1.31\ P^{0.214}$
10 YEAR	$RM = 1.28\ P^{0.199}$
25 YEAR	$RM = 1.25\ P^{0.171}$
50 YEAR	$RM = 1.23\ P^{0.153}$
100 YEAR	$RM = 1.21\ P^{0.132}$
500 YEAR	$RM = 1.17\ P^{0.086}$

Source:
Criteria Manual for Design of Flood Control and Drainage Facilities in Harris County, Texas, February, 1984.

August 1986

FIGURE 3

AS PER ORIGINAL

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APPENDIX B

May 6, 1986

TEXAS WATER COMMISSION
Permanent Rule Changes

1. Purpose. This change transmittal provides the pages that reflect changes and additions to the Texas Water Commission Volume of Permanent Rules.

2. Explanation of Change. Senate Bill 249, passed by the 69th Legislature, 1985, and effective on September 1, 1985, abolished the Texas Department of Water Resources and transferred jurisdiction to the Texas Water Commission. The Texas Water Commission adopts new 31 Texas Administrative Code (TAC) Chapter 299 (Subchapters A through E) to be effective May 13, 1986. This new Permanent Rule, 31 TAC Chapter 299, will replace Emergency Rule 31 TAC Chapter 299 on May 13, 1986. The Emergency Rule, 31 TAC Chapter 299, replaced the old Texas Water Development Board 31 TAC Chapter 309.

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DAMS AND RESERVOIRS

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Subchapter A
General Provisions
§§299.1-299.5

These new sections are adopted under the Texas Water Code, 12.052, which provides that the Texas Water Commission shall adopt any regulations necessary to provide for the safe construction, maintenance, repair and removal of dams located in this state.

§299.1. Definitions. The following words and terms, when used in this chapter shall have the following meanings, unless the context clearly indicates otherwise:

Dam - Any barrier, including one for flood detention, designed to impound liquid volumes and which has a height of dam greater than six feet. This does not include highway, railroad or other roadway embankments, including low water crossing that may temporarily detain floodwater, levees designed to prevent inundation by floodwater, closed dikes designed to temporarily impound liquids in the event of emergencies, or off-channel impoundments authorized by the commission in accordance with Texas Water Code, Chapter 26, or the Texas Solid Waste Disposal Act, Texas Civil Statutes Article 4477-7.

Effective crest of the dam - The elevation of the lowest point on the crest of the dam excluding spillways.

Existing Dam -

(A) Any dam constructed in accordance with necessary authorizations of the commission;

(B) Any existing dam exempt under Texas Water Code §11.142;

Height of dam - The vertical distance from the effective crest of the dam to the lowest elevation on the centerline or downstream toe of the dam including the natural stream channel.

Maximum storage capacity - The volume of the impoundment created by the dam at the effective crest of the dam, usually expressed in acre-feet.

Normal storage capacity - The volume of the impoundment created by the dam, at the lowest uncontrolled spillway crest, usually expressed in acre-feet.

Probable maximum flood (PMF) - The flood magnitude that may be expected from the most critical combination of meteorologic and hydrologic conditions that are reasonably possible for a given watershed.

Probable maximum precipitation (PMP) - Theoretically the greatest depth of precipitation for a given duration that is physically possible over a given size storm area at a particular geographical location at a certain time of the year.

Proposed Dam - Any dam, constructed or to be constructed, which is not included in the definition of Existing Dam.

Spillway design flood (SDF) - The flood criteria that needs to be considered in the design of a proposed project.

Spillway evaluation flood (SEF) - The flood criteria that needs to be considered in the hydrologic evaluation of an existing structure.

§299.2. General.

(a) When the executive director finds that a dam or reservoir poses a level of danger to the public which is unacceptable when evaluated in accordance with commission rules, he may either refer the matter directly to the attorney general for injunctive relief or he may seek an order from the commission to direct the owner to take appropriate action to remove the danger to life and property. An owner who willfully fails or refuses to take appropriate action is liable for a penalty of not more than $1,000 a day for each day the violation continues.

(b) In determining whether an existing or proposed dam and reservoir constitutes an unacceptable danger to life or property, the commission shall evaluate both the hydrologic and, if possible, the structural adequacy of the dam. The commission may take into consideration conditions, including but not limited to, the possibility that the dam might be endangered by overtopping, seepage, piping, settlement, erosion, cracking, earth movement, uplift, overturning, or failure of bulkheads, flashboards, gates, spillways and conduits.

(c) Dams and associated facilities must be adequately maintained throughout their lives, including as necessary, the operation and maintenance of surveillance and monitoring devices to detect changes in the dam and/or its foundation and appurtenant facilities. If abandoned at any time, a dam must be removed or breached in a manner to eliminate any hazard to life and property downstream.

(d) Dam and spillway adequacy shall be evaluated utilizing standard engineering procedures and techniques including, but not limited to, those employed and recommended by the Corps of Engineers, Soil Conservation Service, Bureau of Reclamation, and the American Society of Civil Engineers.

§299.3. Duties, Obligations and Liabilities of Dam Owners. Nothing in these rules or orders made by the commission shall be construed to relieve an owner or operator of a dam or reservoir of the legal duties, obligations or liabilities incident to ownership or operation.

§299.4. Registered Engineer. Preparation of all plans and specifications, and the construction, enlargement, alteration, repair or removal of dams subject to commission review shall be under the supervision of an engineer registered in this state, unless a waiver of this requirement is authorized pursuant to §299.5 of this title (relating to Exception).

§299.5. Exception. Written approval of the executive director is required for exception from any or all of the requirements of §299.4 of this title (relating to Registered Engineer), §299.22 of this title (relating to Approval of Plans and Specifications), §299.23 of this title (relating to Content of Construction Plans and Specifications), §299.24 of this title (relating to Maintenance of Records), §299.25 of this title (relating to Construction Progress Report), §299.26 of this title (relating to Construction Inspection), §299.27 of this title (relating to Plan and/or Specification Changes and Amendments), §299.28 of this title (relating to Noncompliance with Approved Plans and Specifications), §299.29 of this title (relating to Deliberate Impoundment), and §299.31 of this title (relating to As-built Drawings and Permanent Reference Mark). The executive director may grant exception if he determines that the physical conditions involved, when evaluated using standard engineering procedures and techniques, render the requirements unnecessary. Written approval will specify the extent of the exception granted and the executive director's reasons for granting it. This rule does not limit the executive director's authority under §299.27 of this title (relating to Plan and/or Specification Changes and Amendments) to require amendments, modifications or changes to ensure the safety of a structure.

Subchapter B
Design and Evaluation of Dams
§§299.11-299.18

These new sections are adopted under the Texas Water Code, 12.052, which provides that the Texas Water Commission shall adopt any regulations necessary to provide for the safe construction, maintenance, repair and removal of dams located in this state.

§299.11. Classification of Dams. All dams will be classified or reclassified as necessary to assure appropriate safety considerations. The three size classifications (small, intermediate and large), based on height of dam or impoundment capacity, and the three hazard classifications (low, significant and high), are combined to indicate a dam's downstream hazard potential. Thus, the classification assignment reflects the hazard potential associated with assumed failure of the dam. For example, dams located such that resulting failure could be catastrophic are classified so as to require a higher degree of design consideration than would be required for similar dams located in remote areas. Classification does not indicate the physical condition of a dam.

§299.12. Size Classification Criteria. The classification for size based on the height of the dam or maximum reservoir storage capacity, shall be in accordance with Table 1 of this subsection. The appropriate size is the largest category determined for either storage or height.

TABLE 1
SIZE CLASSIFICATION

Category	Impoundment Storage (Ac-Ft)	Height (Ft.)
Small	Less than 1000	Less than 40
Intermediate	Equal to or Greater than 1000 & less than 50,000	Equal to or Greater than 40 & less than 100
Large	Equal to or Greater than 50,000	Equal to or Greater than 100

§299.13. Hazard Classification Criteria. The hazard potential classification shall be in accordance with Table 2 of this subsection. Hazard classification pertains to potential loss of human life and/or property damage within either existing or potential developments in the area downstream of the dam in event of failure or malfunction of the dam or appurtenant facilities. Hazard classification does not indicate any condition of the dam itself. Dams in the low hazard potential category are normally those in rural areas where failure may damage farm buildings,

limited agricultural improvements and county roads. Significant hazard potential category dams are usually those in predominantly rural areas where failure would not be expected to cause loss of human life, but may cause damage to isolated homes, secondary highways, minor railroads, or cause interruption of service or use (including the design purpose of the facility) of relatively important public utilities. Dams in the high hazard potential category are usually those in or near urban areas where failure would be expected to cause loss of human life, extensive damage to agricultural, industrial or commercial facilities, important public utilities (including the design purpose of the facility), main highways or railroads.

TABLE 2
HAZARD POTENTIAL CLASSIFICATION

Category	Loss of Human Life	Economic Loss
Low	None expected (No permanent structures for human habitation)	Minimal (Undeveloped to occasional structures or agricultural improvements)
Significant	Possible, but not expected (A small number of inhabitable structures)	Appreciable (Notable agricultural, industrial or commercial development)
High	Expected (Urban development or large number of inhabitable structures)	Excessive (Extensive public, industrial, commercial or agricultural development)

§299.14. Hydrologic Criteria for Dams.

(a) The hydrologic criteria contained in Table 3 are the minimum acceptable spillway design flood (SDF) for proposed dams as defined in §299.1 of this title (relating to Definitions), including those to be constructed in accordance with Texas Water Code, §11.142.

(b) Exemptions to Minimum Hydrologic Criteria - Proposed low hazard dams exempt under Texas Water Code, §11.142 are exempt from the minimum criteria. Any other proposed structure may be exempt from the minimum criteria if properly prepared dam breach analyses show that existing downstream improvements or known or planned future improvements will not be adversely affected. A properly prepared breach analysis should include at least three events, the normal storage capacity non-flood event, the barely overtopping event and the PMF event. Data on additional flood magnitudes may be provided as necessary to document other conditions or conclusions. Downstream flooding differentials of one-foot or less between breach

and non-breach simulations are not considered to be adverse.

TABLE 3
HYDROLOGIC CRITERIA FOR DAMS

Classification Hazard	Size	Minimum Flood Hydrograph
Low (No. 3)	Small	¼ PMF
	Intermediate	¼ PMF to ½ PMF
	Large	PMF
Significant (No. 2)	Small	¼ PMF to ½ PMF
	Intermediate	½ PMF to PMF
	Large	PMF
High (No. 1)	Small	PMF
	Intermediate	PMF
	Large	PMF

NOTE: The flood hydrograph in this table is the minimum required flood for a given project, i.e., the project will be required to safely pass this hydrograph. Where a range is given, the minimum flood hydrograph will be determined by straight line interpolation within the given range. Interpolation shall be based on either hydraulic height or impoundment size (§299.12, Table 1 of this title (relating to Size Classification Criteria)), whichever is greater. The minimum flood hydrograph is computed as a percentage of the PMF hydrograph.

§299.15. Evaluation of Existing Dams.

(a) Existing dams, as defined in §299.1 of this title (relating to Definitions), are subject from time to time to reevaluation in consideration of continuing downstream development. Hydrologic criteria contained in §299.14, Table 3 of this title (relating to Hydrologic Criteria for Dams) are the minimum acceptable spillway evaluation flood (SEF) for reevaluating dam and spillway capacity for existing dams to determine whether upgrading is required. Dams not meeting minimum criteria are considered to be below acceptable limits and are subject to action as necessary under §299.2 of this title (relating to General).

(b) Exemptions from Minimum Hydrologic Criteria - Existing low hazard dams are exempt from the minimum hydrologic criteria as given in Table 3 and any other existing structure may be exempt from the minimum hydrologic criteria if properly prepared dam breach analyses show that existing downstream improvements or known or planned future improvements will not be adversely affected. A properly prepared breach analysis should include at least three events, the normal storage capacity non-flood

event, the barely overtopping event and the PMF event. Data on additional flood magnitudes may be provided as necessary to document other conditions or conclusions. Downstream flooding differentials of one-foot or less between breach and non-breach simulations are not considered to be adverse.

(c) Structural Evaluation - Evaluating the structural condition of an existing dam includes, but is not limited to, visual inspections and evaluations of potential problems such as seepage, cracks, slides, conduit and control malfunctions and other structural and maintenance deficiencies which could lead to failure of a structure. An active and progressive deteriorating condition is sufficient for a finding that an existing dam is structurally inadequate.

§299.16. Interim Alternatives. At the time the commission considers the permanent upgrading or removal of an inadequate dam, the dam owner may request the commission to consider interim alternatives including but not limited to temporary repairs, reservoir dewatering, insurance coverage, and/or downstream warning and evacuation plans. Consideration shall be given to the time required to overcome economic, physical and legal restraints to upgrading, the prospect of permanent repair, current use of the facility, degree of risk and public welfare.

§299.17. Emergency Management. As required for emergency management planning, the executive director may request, and/or the commission may order a dam owner to provide sufficient data to plan for potential effects of failure or malfunction of a dam and/or associated appurtenant facilities.

§299.18. Variance. The owner of an existing dam that does not meet the hydrologic criteria of §299.14, Table 3 of this title (relating to Hydrologic Criteria for Dams) may request the commission to consider a variance from this criteria, based upon but not limited to the owner's evaluation of the consequences of potential dam failure, proposals to reduce potential hazard, and/or the economic and physical limitations to upgrading.

Subchapter C
Construction Requirements
§§299.21-299.31

These new sections are adopted under the Texas Water Code, §12.052, which provides that the Texas Water Commission shall adopt any regulations necessary to provide for the safe construction, maintenance, repair and removal of dams located in this state.

§299.21. Applicability. This subchapter applies only to engineering plans and specifications for the construction, enlargement, repair, or alteration of dams requiring commission authorization, except as follows:

(1) Exceptions approved in accordance with §299.5 of this title (relating to Exception);
(2) Dams designed by and constructed under the supervision of federal agencies such as the Corps of Engineers, Bureau of Reclamation and the Soil Conservation Service.

§299.22. Approval of Plans and Specifications. Construction of a dam or the enlargement, repair, or alteration of an existing dam requiring commission authorization shall not be commenced prior to the executive director's written approval of final construction plans and specifications. Construction plans and specifications shall be submitted to the executive director and shall be as completely detailed as necessary for submission to the contractors bidding on the proposal. Contractors shall not commence construction until provided with a copy of the plans and specifications evidencing the approval. This does not apply to ordinary maintenance or emergency repair. The executive director may require the filing of additional information and data which, in his opinion, may be necessary for determining the adequacy of operational functions and safety of the structures and works related thereto. The official name of the dam and reservoir by resolution of the governing body or by certificate if individually owned shall be submitted to the department as early as possible, preferably with the construction plans.

§299.23. Content of Construction Plans and Specifications.

(a) Construction plans requiring approval by the executive director may include the following, as determined by the executive director:
    (1) A topographic map of the dam site with contour intervals of not to exceed five (5) feet. A plan of the dam shall be superimposed on this map showing the location of spillways, outlet conduit, cutoff walls and other structures;
    (2) A profile of the dam site taken on the long axis of the dam and a profile of each spillway along its long axis. The profile shall also show the location

of the outlet conduit and spillway. A log showing the classification of materials encountered below the surface as shown by test pits or borings should be included;

(3) A cross section of the dam at maximum section showing complete details and dimensions;

(4) Detailed plans showing sections of outlet conduits, control works and spillways. These sections should be of sufficient number and detail to delineate clearly all features of the structure; and

(5) The location of all permanent instrumentation shall be shown on the plans. All pressure cells, settlement plates, piezometers, slope indicator casing or other devices shall be noted.

(b) Construction plans shall be accompanied by specifications which may include, but are not limited to the following:

(1) The requirements for the various types of materials to be used in the construction of all pertinent works;

(2) A specified time of completion, i.e., a requirement that the contractor's bid contain a time of completion;

(3) A provision to the effect that plans and specifications shall not be substantially or materially altered without prior written approval of the executive director.

(c) Other engineering reports and additional information are sometimes prepared and may be required by the executive director for review. These reports, applicable to the type of structure (earthfill, rockfill or concrete) in question, may include details such as geology of the project site and vicinity, location and logs of test borings, pits and shafts, results of field and laboratory tests on structural and foundation materials; seepage studies, and stability analyses of embankments, spillways, retaining walls, etc. Additional information required may include recommendations concerning embankment slopes, crest width, berms, core trench depths, moisture-density and strength requirements, minimum compressive strength for concrete, construction sequence procedures and/or techniques for excavations and embankments, and types of compaction equipment, borrow excavation techniques and sequence of fill placement.

§299.24. Maintenance of Records.

(a) The owner shall continuously maintain records to insure compliance with the approved plans and specifications during construction. Copies of these records shall be furnished to the executive director at monthly intervals during the construction period, and may include but not necessarily be limited to such items as soil moisture-

density test results, and concrete trial batch designs test and compression test results.

(b) Other observations which may be recorded include final bottom width and elevations of core and cutoff trenches, structural excavations, permanent sheet piles or bearing piles, and documentation of foundation groutings, dewatering problems, or observations during the construction period of any instruments installed to measure movements, stresses and pore pressure.

§299.25. Construction Progress Report. Within 10 days after beginning actual construction of a project, the executive director shall be notified in writing of the date work began. Thereafter, monthly reports of progress shall be forwarded to the executive director by the 10th of each month during construction. The report shall show the work accomplished during the month, the percent of time used and the percentage of completion of the project as of the close-out date of the report. In addition, the report shall show the inclusive dates of the reporting period.

§299.26. Construction Inspection. Inspection of construction work shall be conducted by a registered professional engineer experienced in the construction of dams and responsible directly to the owner. Continuous daily inspections shall be made and may be delegated to a qualified technician (inspector) provided he is under the supervision of the owner's engineer. The executive director may make periodic inspections for the purpose of ascertaining compliance with approved plans and specifications. The executive director shall require the owner, at his expense, to perform the work or tests necessary and to disclose information sufficient to enable the executive director to determine that conformity with approved plans and specifications is accomplished.

§299.27. Plan and/or Specification Changes and Amendments. If after inspection, investigation or examination, or at any time as the work progresses, the executive director finds that changes or amendments are necessary to insure safety, he may request the owner to revise his plans and/or specifications. Alterations of the plans and specifications must be approved by the executive director before work commences under the changes, except in emergencies requiring immediate action of which the executive director shall be immediately notified. If the proposed alterations would result in deviation from the permitted right, amendment of the permit must be obtained from the commission.

§299.28. Non-Compliance with Approved Plans and Specifications. If at any time during construction, enlargement, repair, or alteration of any dam or reservoir the executive director finds that the work is not being done in accordance with approved plans and specifications or in accordance with approved revised plans and specifications, he shall give written notice thereof and direct

compliance by certified mail to the owner. If the owner fails to comply with the directive, the executive director may take appropriate action to assure compliance. Failure to comply with approved plans and specifications will be grounds for revocation of the permit and/or civil penalty as provided by law. The commission may order the structure removed to eliminate any safety hazard to life and property.

§299.29. Deliberate Impoundment. Written approval of the executive director must be obtained prior to deliberate impoundment of water in a partly or newly completed reservoir designed to impound more than 1000 acre-feet at normal storage capacity. Deliberate impoundment shall mean any act which results in the intentional impoundment of water in the reservoir and includes but is not limited to closure of the lowest planned outlet or spillway serving the reservoir, blocking the diversion works used during the construction and beginning backfill within the closure section of a dam. Temporary closing of a valve or spillway gate for operational testing shall not be construed as an act of deliberate impoundment.

§299.30. Certificate of Completion. Immediately upon completion of a new dam and reservoir, or enlargement, repair or alteration of an existing dam and reservoir, the owner shall file a certificate with the executive director, signed by the responsible engineer supervising the work for the owner, certifying that, to the best of the engineers knowledge, the construction, alterations, or repairs were completed in accordance with the approved plans and specifications. In the case of projects excepted under §299.5 of this title (relating to Exception), the owner shall notify the executive director in writing that construction, alterations, or repairs were completed.

§299.31. Record Drawings and Permanent Reference Mark. As soon as possible after completion of construction, the owner or his engineer shall submit to the executive director a complete set of record drawings of the project for filing with the permanent records of the department. One or more permanent reference mark(s) shall be established for future use near but separate from the project. Accurate location(s) and elevation(s) above mean sea level shall be shown on the record drawings.

Subchapter D
Removal of Dams
§299.51

This new section is adopted under the Texas Water Code, §12.052, which provides that the Texas Water Commission shall adopt any regulations necessary to provide for the safe construction, maintenance, repair and removal of dams located in this state.

§299.51. Removal of Dams and Reservoirs. Removal or modification of a dam shall be done at the owner's expense, and except for emergency action required to protect lives and property, only after executive director approval. The executive director may require the owner to provide plans and specifications. The executive director may seek an order from the commission or an injunction through the attorney general requiring the removal or modification of dams and reservoirs which are not authorized by law or which have been determined to pose an unacceptable hazard to downstream lives or property.

Subchapter E
Emergency Action
§299.61

This new section is adopted under the Texas Water Code, §12.052, which provides that the Texas Water Commission shall adopt any regulations necessary to provide for the safe construction, maintenance, repair and removal of dams located in this state.

§299.61 Emergency Action. Pursuant to the provisions of Texas Water Code, §12.052, emergency orders may be issued, without notice to the owner, directing the owner of a dam to take immediate and appropriate action to remedy situations posing serious threat to human life health and/or property.

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APPENDIX C

DEVELOPMENT
OF
PUMP STATION DESIGN CRITERIA

INTRODUCTION

To prevent flooding within leveed areas, pumps are recommended (instead of only providing storage) to handle interior drainge when the exterior river stage impedes gravity outflow. To determine the required pumping capacity and, therefore, the pump size needed for the pump station, design criteria were developed. One of the major components of the design criteria centers around the rainfall amount to be used in sizing the pump station that would be required to remove interior drainage during high water levels outside of the leveed area that submerge the gravity outlet.

The normal design criteria for large-scale drainage facilities (e.g. open channels, detention facilities) is based on the rainfall for the 100-year storm event. Large-scale interior drainage facilities for leveed areas should also be designed to the same standard (i.e. a condition that will be equalled or exceeded on the average only once in 100 years). For leveed areas providing flood protection from creeks and bayous (excluding the Brazos River), the drainage facilities (pumping and storage capacities) would need to be designed to handle the excess rainfall from a 100-year storm within the interior area, since the exterior creek/bayou would probably be at its 100-year flood stage as a result of the same storm event and thereby restrict any gravity outflow from the leveed area. For leveed areas providing flood protection from the Brazos River, however, the 100-year flood stage on the Brazos does not result from the same storm event as the 100-year rainfall over the leveed area. Thus, there are two different circumstances that would produce a critical design condition for interior drainage facilities. The first condition would be a 100-year storm event over the leveed area when the Brazos River water surface elevation is low, and the second condition would be a storm event over the leveed area when a large flood on the Brazos River is occuring that would restrict gravity outflow from the leveed areas. Since these two conditions would occur from different storm events, the drainage facilities for the leveed area need to be designed so that the overall design capacities are equalled or exceeded on the average only once in 100

years. Thus, the pumping and storage facilities need to be designed for one storm event, and the channels under gravity flow conditions need to be designed for another storm event, so that together, the design would only be exceeded on the average once in 100 years. It was determined that a good combination for the pump station and gravity outlet designs would provide for exceedance frequencies of once in 1,000 years during high river stages and nine times in 1,000 years during other periods, thus yielding a combined exceedance frequency of once in 100 years. This meant that the pump station and storage facilities would be designed to handle a coincidental probability of occurence between high river stages and an event having local rainfall of once in 1,000 years. Also, the gravity outlet and internal channel system should be designed to handle the storm event with an exceedance frequency of nine times in 1,000 years; however, it was decided that a comparable design would be to design the gravity system for the 100-year storm event with one foot of freeboard.

DESIGN CRITERIA

The development of the pump station design criteria centers around establishing the percentage of time that a critical flood level on the Brazos River at the leveed area and a particular rainfall event over the leveed area occurring coincidentally will produce a frequency of occurrence that, together with the gravity outlet design criteria, would result in the entire design of the leveed area's drainage facilities being exceeded on the average once in 100 years. To establish this coincidental probability, the percent of time that a flood level on the Brazos River is equalled or exceeded needs to be related to the chance of occurrence of a storm event at the same time over the leveed area.

A flow-duration analysis for the Brazos River was performed using the flow records from the U.S.G.S. gaging station at Richmond in Fort Bend County. This analysis produced a curve showing the percent of time that a particular flow on the Brazos River has been equalled or exceeded based on the period of recorded data (approximately 67 years). Unfortunately, since the recorded data does not have any daily flow values greater than 125,000 cfs, this analysis indicates this value is never exceeded. However, the 100-year computed discharge value for the Brazos River is

181,000 cfs at Richmond. Therefore, the 10-, 50- and 100-year flood hydrographs generated at Richmond for the Fort Bend County Flood Insurance Study (dated 1986) were analyzed to produce some data at these higher flow values. Since such floods last almost a week at a flow within about five percent of the peak flow, a percent of time was determined that showed these flows would be equalled or exceeded during one week every 10-, 50- and 100-years, respectively. These percentages were used for adjusting the flow-duration curve to better represent the higher flow values. (See Figure 1.)

The lower flow values from this curve also presented some concern, since the assumption of independency between the two events (i.e. Brazos River flooding and rainfall over leveed area) may not hold true for low flows on the Brazos River. Therefore, an analysis was made of actual recorded rainfall amounts at rain gages located in and around Fort Bend County during days when the Brazos River was flooding at or above 70,000 cfs (selected as approximately bankfill conditions). Discharge records for the USGS gage at Richmond (1923 to 1984) were used in the study along with three National Weather Service Cooperative rainfall gages. These rain gages included: Angleton (1923 to 1984), Sealy (1923 to 1984), and Thompson (1958 to 1984).

The discharge records were reviewed and the date and magnitude of all instances of flow above 70,000 cfs were documented. Daily rainfall totals were noted for the same dates and were tabulated, along with a 5-day antecedent period prior to each extreme flow event, in order to establish the correlation between Fort Bend County rainfall and Brazos River discharges. The total rainfall for the period of record was determined for each rain gage along with a total amount occurring simultaneous with Brazos River discharges above 70,000 cfs. Incomplete or missing data were replaced with estimates of rainfall using the other gages, as appropriate. From this, a daily percent of occurrence was found for each rain gage: Angleton 1.2%, Sealy 0.9%, and Thompson 1.05%. The TP-40 rainfall frequency could then be adjusted by these percentages of occurrence (exceedance) for each gage. Thus, the 1.2% exceedance for Angleton equates to a 1.2-year rainfall frequency to represent the 100-year coincidental event while the Brazos River flow is above 70,000 cfs. The corresponding rainfall amount for a 1.2-year storm event would be determined

from the rainfall frequency curves developed from TP-40. Similarly, any coincidental frequency event could be computed. (For example, the 1,000-year event would be a 12-year rainfall event using the Angleton gage.) Similar TP-40 adjustment analyses were conducted for the same 3 rain gages based on discharges in the Brazos River exceeding 80,000 cfs, 90,000 cfs, and 100,000 cfs. The following table shows the percentages of occurence for each gage for each discharge category:

Percentage of Rainfall Occurring
with Discharge (cfs) above:

Rain Gage	70,000	80,000	90,000	100,000
Angleton	1.2	0.36	.05	.01
Sealy	0.9	0.25	.06	.02
Thompsons	1.05	0.38	.02	0

The results of this analysis indicated the percent of rainfall that would occur during the time that the Brazos River had a flow of 70,000 cfs or greater in Fort Bend County. This analysis does not assume that the occurence of rainfall in Fort Bend County is independent of river stage, since it is based on rainfall percentages actually observed during high river stages. It does assume, however, that the percentage of total rainfall observed is essentially the same as the percentage of high-intensity rainfall that would occur during high river stages. In order to check this assumption, a further study of the three rainfall records was made to determine the percentage of large storms (daily rainfalls exceeding one inch) that occurred historically during high river stages. Results from this further analysis confirmed this assumption.

The results of this percent of rainfall analysis were used along with the flow-duration curve, to develop a curve finally adopted for use in the pump station design criteria as shown on Figure 1, and was based upon the most conservative of

the data available from the analyses discussed above. This adopted curve provided the means for generating the coincidental probability relationship between Brazos River flows and the rainfall event over a leveed area to be used in designing the pump station, having an exceedance frequency of once in 1,000 years. In order to simplify the use of these criteria, the curve adopted above was combined with the coincidental frequency curve to produce the curve as shown on Figure 2. It was determined however, that a 1-year frequency storm event should be set as the minimum allowable for designing the pump/storage facilities. Also, the curve should not be extended much below 70,000 cfs since such data were not utilized in deriving these coincidental relationships.

Although these criteria are considered to provide a conservative design, it is not an unacceptable over-design. Previous pump stations in Fort Bend County have used a fixed design rainfall of 7.55 inches in 24 hours, which equates to approximately a 7-year storm event. This compares to the 1-year storm event for high protected areas through the 11-year storm event for low lying areas located along the Brazos River.

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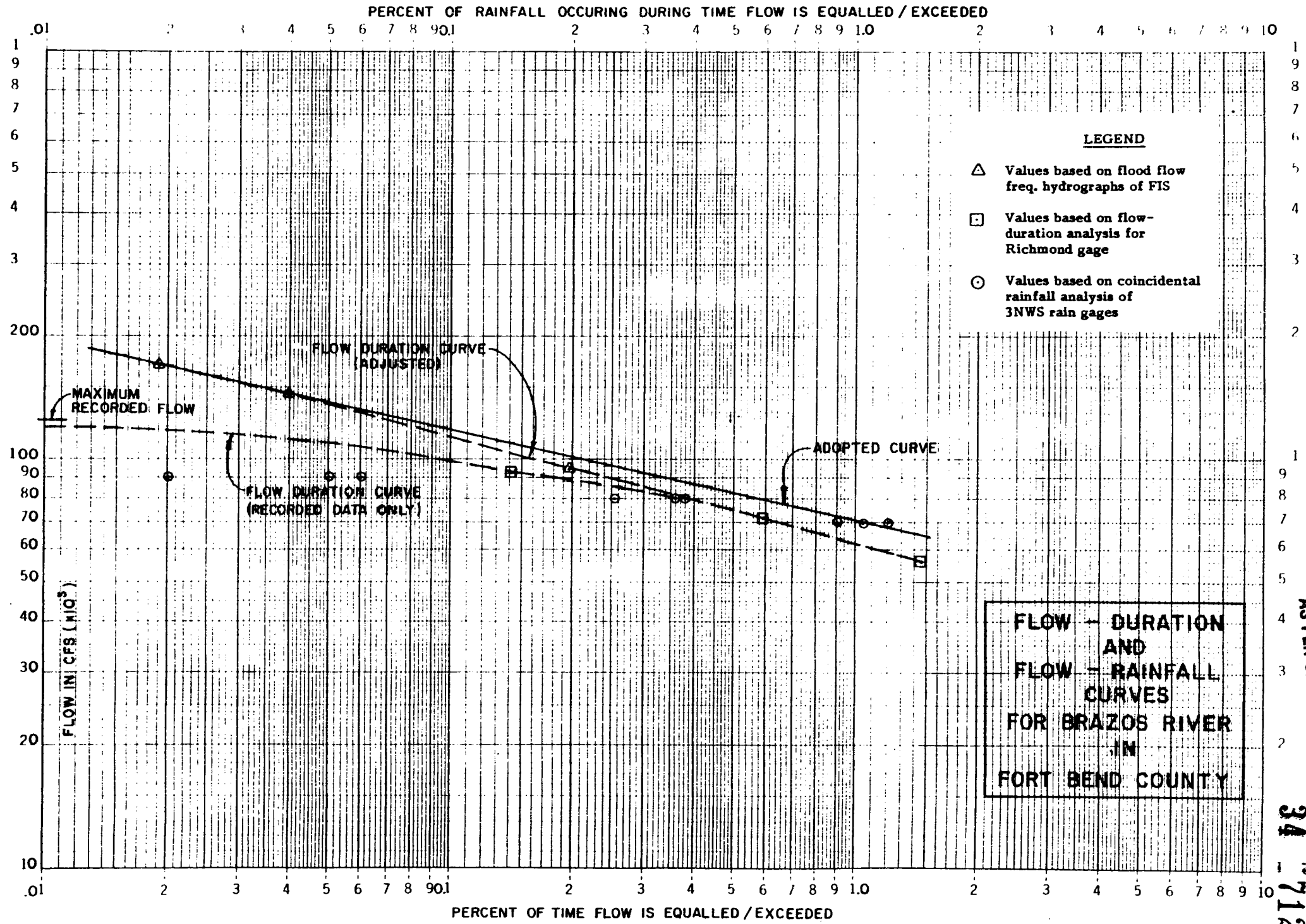

FIGURE 1

AS PER ORIGINAL
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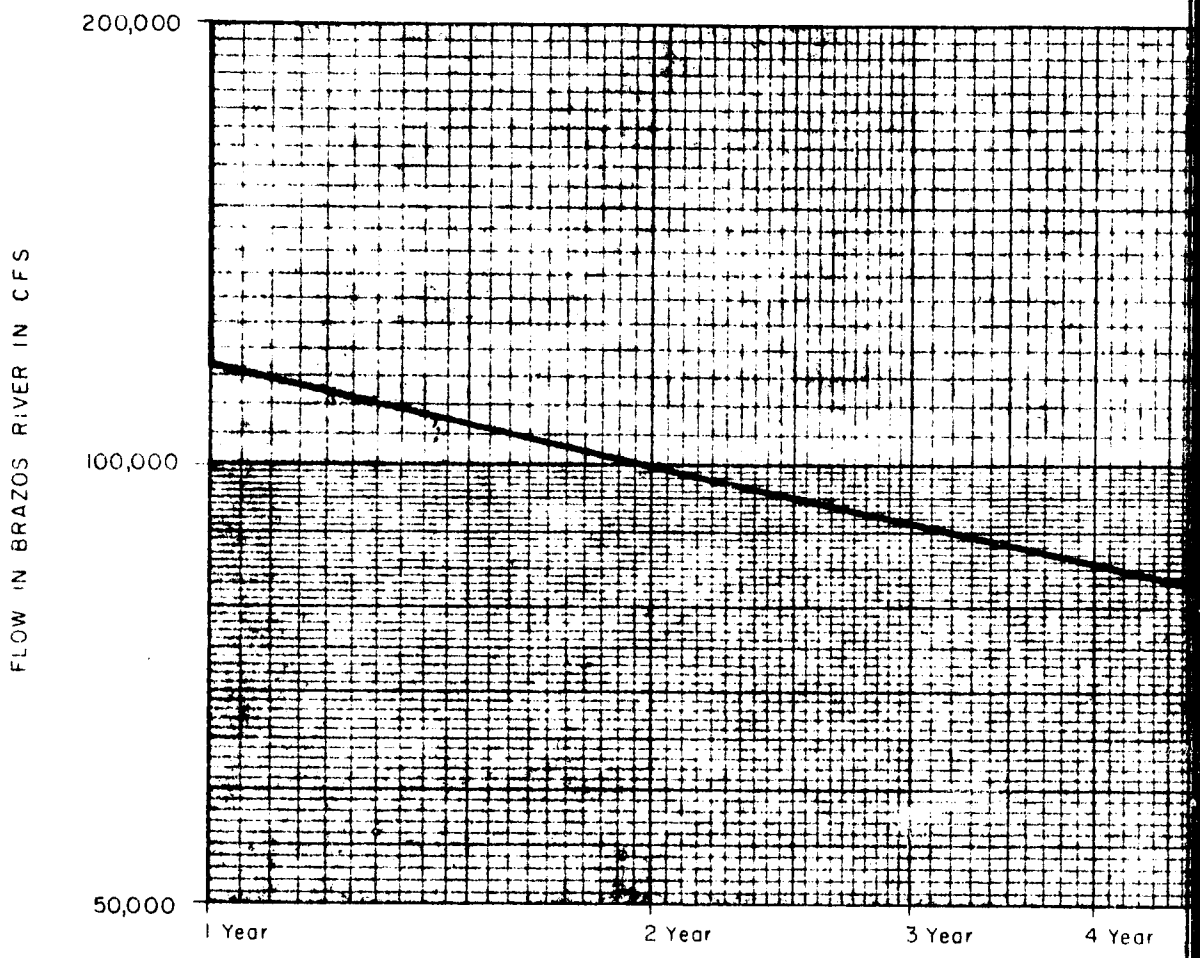

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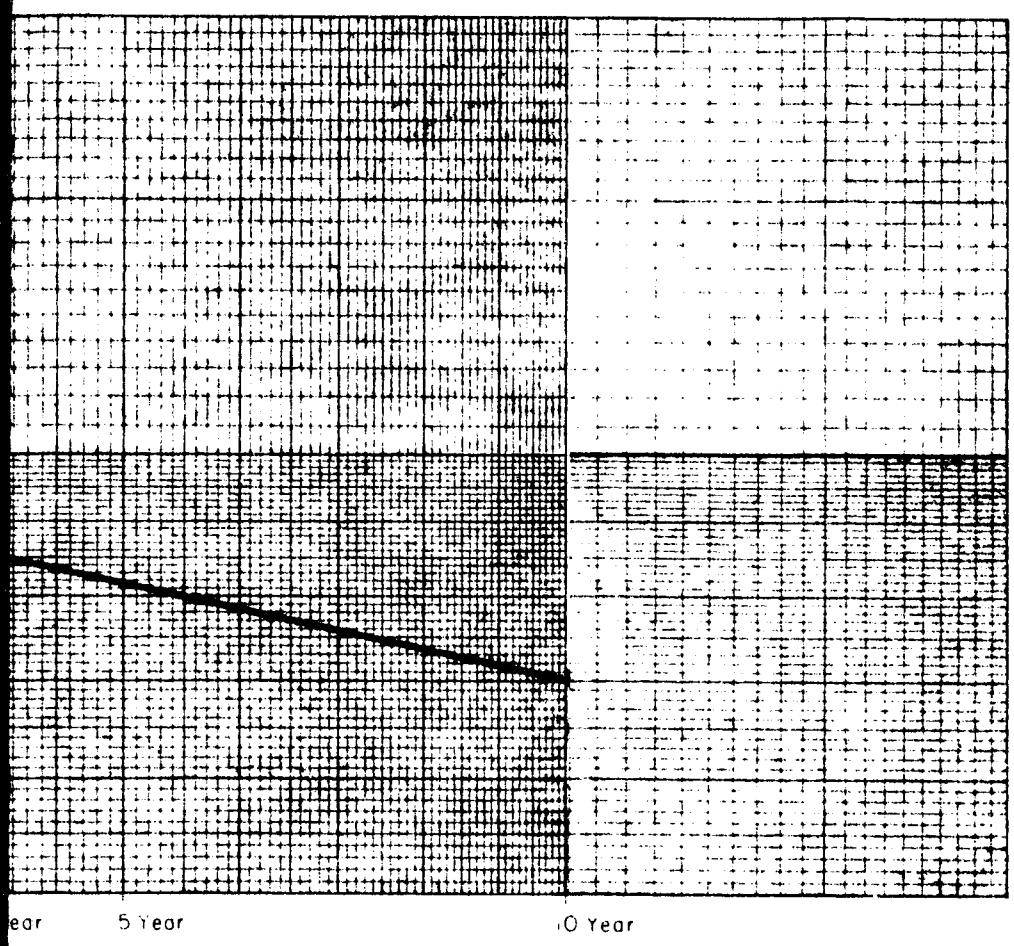

OVER LEVEED AREA

FLOW / FREQUENCY
FOR FORT BEND COUNTY, TEXAS

August 1986

FIGURE 2

COUNTY OF FORT BEND

Drainage District

34 715

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

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

David W. Jalowy
Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

MONTHLY REPORT
October, 1987

The removal of vegetation from channels during October was accomplished primarily by shredding operations. A minimal amount of herbicide applications was done primarily by hand.

A total of thirty-three (33) streams were shredded. Some of these included Big Creek, Buffalo Creek and several of its tributaries, Dry Creek, Rabbs Bayou and Willow Fork of Buffalo Bayou. A complete listing of all channels worked is included later in this report.

The District's bridge crew worked on a variety of projects including the installation of two (2) new low water crossings across Dry Creek, the installation of several new watergates, and the building of several hundred feet of fence and four (4) sections of bulkheading on Fifth Street.

The excavation of Buffalo Creek continued with the use of several pieces of equipment. Work is now approaching Hurta Road. A total of twenty-four thousand five hundred (24,500) cubic yards of dirt was dug and spread.

Work also continued on Dry Creek with the Linkbelt LS-128 dragline. Twelve thousand five hundred (12,500) cubic yards were dug between F.M. 2218 and U.S. 59. Excavation is now complete up to F.M. 2218.

The Koehring K-305 dragline owned by Precinct #3 completed the excavation of Keegans Bayou VII-B-1. This project was done at the request of the City of Stafford.

The Ruston Bucyrus RB-22 dragline continued on Snake Creek I-C-4 and dug approximately four thousand five hundred (4,500) cubic yards.

The Turkey Creek II-A-2 project continued with the Northwest 9570 dragline. Approximately forty-two thousand (42,000) cubic yards of spoil dirt were dug.

The following charts show each project worked during October, 1987 and which equipment was used.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL

1. PRECINCT 3

E134-LINKBELT LS98A DRAGLINE	10/1-10/2, 10/5-10/9, 10/12-10/13

2. ADAMS ST. DITCH VIII-C

E134-LINKBELT LS98A DRAGLINE	10/14-10/16, 10/19-10/21

3. BIG CREEK II-B

E227-FIAT ALLIS FD30 DOZER	10/2, 10/6-10/9, 10/12-10/16, 10/23, 10/26-10/27
E247-RAPIER NCK305 DRAGLINE	10/12-10/16, 10/19-10/20
E519-LINKBELT LS2800 TRACKHOE	10/24-10/25, 10/30-10/31

4. BUFFALO CREEK I-B-3

E133-NORTHWEST 41AIR DRAGLINE	10/1-10/2, 10/5-10/6, 10/12-10/15, 10/19-10/23, 10/28-10/30
E224-FIAT ALLIS FD20 DOZER	10/5-10/9, 10/12-10/16, 10/19-10/23
E225-FIATALLIS FG85MOTORGRADER	10/14, 10/30
E226-CATERPILLAR D6D DOZER	10/30
E247-RAPIER NCK305 DRAGLINE	10/20-10/23, 10/26-10/30

5. BULLHEAD SLOUGH II-L

E225-FIATALLIS FG85MOTORGRADER	10/14

6. DRY CREEK II-B-2

E193-LINKBELT LS128 DRAGLINE	10/6-10/9, 10/12-10/16, 10/19-10/23
E225-FIATALLIS FG85MOTORGRADER	10/12-10/13, 10/15-10/16
CASE855CLOADER#7402317	10/2, 10/5-10/6, 10/8-10/9
E519-LINKBELT LS2800 TRACKHOE	10/2, 10/5-10/9, 10/22
E526-DRESSER TD25G DOZER	10/8-10/9, 10/12-10/16, 10/19-10/23, 10/26-10/27

7. GUY CREEK I-A-1

E519-LINKBELT LS2800 TRACKHOE	10/16

8. HOGG BAYOU II-A-3

E193-LINKBELT LS128 DRAGLINE	10/1-10/2, 10/5
E519-LINKBELT LS2800 TRACKHOE	10/1

9. KEEGANS BAYOU VII-B-1

E226-CATERPILLAR D6D DOZER	10/28-10/29
KOEHRING K305 DRAGLINE	10/1-10/2, 10/5-10/9, 10/12-10/13

10. MISSOURI CITY PROJECT STAFFORD RUN

CASE855CLOADER#7402317	10/1-10/2

11. MOUND CREEK I-A

E225-FIATALLIS FG85MOTORGRADER	10/23, 10/27-10/30

12. RABBS BAYOU II-D

E193-LINKBELT LS128 DRAGLINE	10/23, 10/26, 10/28-10/30
E225-FIATALLIS FG85MOTORGRADER	10/15-10/16, 10/19-10/22
E511-CHAMPION 710A MOTORGRADER	10/12-10/16, 10/19-10/23, 10/26-10/28
E519-LINKBELT LS2800 TRACKHOE	10/23, 10/26-10/30
E526-DRESSER TD25G DOZER	10/1-10/2, 10/5-10/7, 10/27-10/30

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL

13. ROBINOWITZ DITCH II-M

E224-FIAT ALLIS FD20 DOZER	10/1
E226-CATERPILLAR D6D DOZER	10/1-10/2, 10/5-10/9, 10/12-10/16, 10/19-10/21
E247-RAPIER NCK305 DRAGLINE	10/1, 10/5-10/6, 10/8-10/9
E519-LINKBELT LS2800 TRACKHOE	10/20-10/21

14. SIMS BAYOU (CANGELOSI DITCH) VIII

E222-FIAT ALLIS FD20 DOZER	10/26-10/27, 10/29

15. SNAKE CREEK I-C

E519-LINKBELT LS2800 TRACKHOE	10/16, 10/19

16. SNAKE CREEK I-C-4

E136-RUSTONBUCYRUS 22 DRAGLINE	10/2-10/2, 10/7-10/9, 10/12-10/13

17. STATE HIGHWAY 36 BYPASS 36 BYPASS

E226-CATERPILLAR D6D DOZER	10/22

18. TURKEY CREEK II-A-2

E135-NORTHWEST 9570 DRAGLINE	10/1-10/2, 10/5-10/9, 10/12-10/16, 10/19-10/23, 10/26-10/30
E137-FIAT ALLIS 16B DOZER	10/2, 10/5-10/8, 10/12-10/16, 10/20-10/23, 10/26-10/27
E222-FIAT ALLIS FD20 DOZER	10/28, 10/30

19. WILLOW FORK OF BUFFALO BAYOU V-A

E134-LINKBELT LS98A DRAGLINE	10/22-10/23, 10/26-10/30
E226-CATERPILLAR D6D DOZER	10/23, 10/26-10/27

AS PER ORIGINAL

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

1. BIG CREEK II-B

E105-JOHNDEERE 350B SLOPEMOWER	10/26-10/30
E107-JOHNDEERE 350C SLOPEMOWER	10/12-10/16, 10/19-10/23, 10/26-10/30
E109-JOHNDEERE 350C SLOPEMOWER	10/5
E127-JOHNDEERE 350C SLOPEMOWER	10/7-10/9, 10/12-10/15, 10/19-10/21
E154-CASE 1390 TRACTOR	10/2, 10/7-10/9, 10/20-10/23, 10/26
E229-HESSTON 7066 TRACTOR	10/1, 10/5-10/9
E512-HESSTON 7066 TRACTOR	10/1-10/2, 10/6-10/9

2. BIG CREEK II-B-7

E109-JOHNDEERE 350C SLOPEMOWER	10/19-10/20
E128-INTL. 784 SLOPEMOWER	10/19-10/20
E517-MF 283 SLOPEMOWER	10/19-10/20, 10/22

3. BIG CREEK II-B-9

E109-JOHNDEERE 350C SLOPEMOWER	10/16, 10/21-10/23
E128-INTL. 784 SLOPEMOWER	10/21-10/22
E517-MF 283 SLOPEMOWER	10/15-10/16, 10/21, 10/23

4. BRAZOS RIVER II-MM

E117-JOHNDEERE 350C SLOPEMOWER	10/5-10/6
E156-CASE 1390 TRACTOR	10/6
E243-FORD 6610 SLOPEMOWER	10/5-10/6
E524-HESSTON 7066 SLOPEMOWER	10/5-10/6

5. BUFFALO CREEK I-B-3

E120-JOHNDEERE 350B SLOPEMOWER	10/5-10/9, 10/12-10/15
E123-JOHNDEERE 350C SLOPEMOWER	10/5, 10/7-10/9, 10/12-10/15
E231-HESSTON 7066 TRACTOR	10/5-10/8, 10/12-10/16
E516-HESSTON 7066 TRACTOR	10/23
E525-HESSTON 7066 SLOPEMOWER	10/5, 10/7-10/8, 10/13-10/15

6. BUFFALO CREEK I-B-3-d

E103 JOHNDEERE 350B SLOPEMOWER	10/21-10/23
E123-JOHNDEERE 350C SLOPEMOWER	10/21-10/23
E231-HESSTON 7066 TRACTOR	10/21
E525-HESSTON 7066 SLOPEMOWER	10/20-10/23

7. BUFFALO CREEK I-B-3-f

E103 JOHNDEERE 350B SLOPEMOWER	10/26-10/27
E231-HESSTON 7066 TRACTOR	10/26-10/27
E525-HESSTON 7066 SLOPEMOWER	10/26-10/27

8. BUFFALO CREEK I-B-3-i

E120-JOHNDEERE 350B SLOPEMOWER	10/19-10/20
E123-JOHNDEERE 350C SLOPEMOWER	10/16, 10/19-10/20
E231-HESSTON 7066 TRACTOR	10/16
E525-HESSTON 7066 SLOPEMOWER	10/16, 10/19-10/20

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

9. COTTONWOOD CREEK II-B-24

E105-JOHNDEERE 350B SLOPEMOWER	10/1-10/2
E107-JOHNDEERE 350C SLOPEMOWER	10/1-10/2, 10/5-10/6
E127-JOHNDEERE 350C SLOPEMOWER	10/1-10/2, 10/5-10/6

10. DEER CREEK II-B-5

E109-JOHNDEERE 350C SLOPEMOWER	10/26-10/28
E154-CASE 1390 TRACTOR	10/27-10/29
E229-HESSTON 7066 TRACTOR	10/12-10/15, 10/22, 10/26-10/29
E512-HESSTON 7066 TRACTOR	10/12-10/14, 10/16, 10/22, 10/26, 10/28
E517-MF 283 SLOPEMOWER	10/26, 10/28

11. DEER CREEK II-B-5-e-1

E109-JOHNDEERE 350C SLOPEMOWER	10/28-10/30
E128-INTL. 784 SLOPEMOWER	10/26, 10/28
E229-HESSTON 7066 TRACTOR	10/22-10/23
E512-HESSTON 7066 TRACTOR	10/22
E517-MF 283 SLOPEMOWER	10/29-10/30

12. DEER CREEK II-B-5-f

E128-INTL. 784 SLOPEMOWER	10/27
E229-HESSTON 7066 TRACTOR	10/19, 10/21
E512-HESSTON 7066 TRACTOR	10/19, 10/21
E517-MF 283 SLOPEMOWER	10/27

13. DRY BAYOU II-B-0

E157-CASE 1390 TRACTOR	10/6-10/8
E515-HESSTON 7066 TRACTOR	10/6-10/7

14. DRY CREEK II-B-2

E104 JOHNDEERE 350B SLOPEMOWER	10/2
E106-JOHNDEERE 350C SLOPEMOWER	10/30
E111-JOHNDEERE 350C SLOPEMOWER	10/1-10/2, 10/6-10/9, 10/12-10/16, 10/19-10/23, 10/26-10/30
E121-JOHNDEERE 350C SLOPEMOWER	10/1-10/2, 10/5-10/9, 10/12-10/16, 10/19-10/23, 10/26-10/29
E122-JOHNDEERE 350C SLOPEMOWER	10/27
E124-JOHNDEERE 350C SLOPEMOWER	10/27
E142-MF 255 TRACTOR	10/19, 10/21, 10/26-10/30
E157-CASE 1390 TRACTOR	10/19-10/23, 10/26-10/27
E230-HESSTON 7066 TRACTOR	10/5, 10/21-10/23, 10/26-10/30
E515-HESSTON 7066 TRACTOR	10/19-10/23, 10/26-10/30
E516-HESSTON 7066 TRACTOR	10/1-10/2, 10/12, 10/20-10/22
E523-HESSTON 7066 SLOPEMOWER	10/1, 10/6, 10/20, 10/22, 10/26-10/27, 10/30

15. FAIRCHILDS CREEK II-B-10-a

E154-CASE 1390 TRACTOR	10/29-10/30
E229-HESSTON 7066 TRACTOR	10/29-10/30
E512-HESSTON 7066 TRACTOR	10/29-10/30

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

16. FAIRCHILDS CREEK II-B-10-b

E109-JOHNDEERE 350C SLOPEMOWER	10/1-10/2, 10/6-10/9, 10/12, 10/15-10/15
E517-MF 283 SLOPEMOWER	10/1-10/2, 10/5-10/9, 10/12, 10/14-10/15

17. FAIRCHILDS CREEK II-B-10-g

E229-HESSTON 7066 TRACTOR	10/20
E512-HESSTON 7066 TRACTOR	10/20

18. FAIRCHILDS CREEK II-B-10-i

E515-HESSTON 7066 TRACTOR	10/29

19. GUY CREEK I-A-1

E108-JOHNDEERE 350C SLOPEMOWER	10/1-10/2, 10/5-10/9
E110-JOHNDEERE 350C SLOPEMOWER	10/1-10/2, 10/5-10/8
E130-INTL. 784 SLOPEMOWER	10/1, 10/5-10/7
E514-HESSTON 7066 TRACTOR	10/1-10/2, 10/5-10/8
E518-MF 283 SLOPEMOWER	10/6-10/7

20. JONES CREEK II-E-5

E115-JOHNDEERE 350C SLOPEMOWER	10/1

21. KEEGANS BAYOU VII-C

E243-FORD 6610 SLOPEMOWER	10/1-10/2
E524-HESSTON 7066 SLOPEMOWER	10/1-10/2

22. MIDDLE BAYOU II-D-1

E119-JOHNDEERE 350C SLOPEMOWER	10/1-10/2, 10/5
E122-JOHNDEERE 350C SLOPEMOWER	10/1-10/2, 10/5
E124-JOHNDEERE 350C SLOPEMOWER	10/1-10/2, 10/5
E142-MF 255 TRACTOR	10/2, 10/5
E157-CASE 1390 TRACTOR	10/1-10/2
E230-HESSTON 7066 TRACTOR	10/1-10/2
E515-HESSTON 7066 TRACTOR	10/1-10/2

23. MOUND CREEK I-A

E120-JOHNDEERE 350B SLOPEMOWER	10/1-10/2
E123-JOHNDEERE 350C SLOPEMOWER	10/1-10/2
E231-HESSTON 7066 TRACTOR	10/1-10/2
E525-HESSTON 7066 SLOPEMOWER	10/2

24. RABBS BAYOU II-D

E119-JOHNDEERE 350C SLOPEMOWER	10/12, 10/21-10/23, 10/26-10/30
E121-JOHNDEERE 350C SLOPEMOWER	10/30
E122-JOHNDEERE 350C SLOPEMOWER	10/6-10/9, 10/14-10/16, 10/19-10/23, 10/26-10/30
E124-JOHNDEERE 350C SLOPEMOWER	10/6-10/9, 10/12-10/16, 10/19-10/20, 10/28-10/30
E142-MF 255 TRACTOR	10/5-10/9, 10/12-10/14
E154-CASE 1390 TRACTOR	10/15-10/16, 10/19
E157-CASE 1390 TRACTOR	10/5-10/6, 10/8-10/9, 10/12-10/13, 10/16
E230-HESSTON 7066 TRACTOR	10/5-10/9, 10/12-10/16, 10/19-10/20
E515-HESSTON 7066 TRACTOR	10/5-10/6, 10/8-10/9, 10/12-10/16

AS PER ORIGINAL

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

25. RABBS BAYOU II-D-2

E122-JOHNDEERE 350C SLOPEMOWER	10/15
E124-JOHNDEERE 350C SLOPEMOWER	10/15

26. ROBINOWITZ DITCH II-M

E113-JOHNDEERE 350C SLOPEMOWER	10/2, 10/5-10/6, 10/12-10/15
E117-JOHNDEERE 350C SLOPEMOWER	10/1-10/2, 10/7-10/9, 10/12-10/15
E146-INTL. 784 TRACTOR	10/8, 10/12-10/15
E156-CASE 1390 TRACTOR	10/1-10/2, 10/5
E243-FORD 6610 SLOPEMOWER	10/2, 10/5, 10/7-10/9, 10/13-10/15
E524-HESSTON 7066 SLOPEMOWER	10/6-10/9, 10/12-10/14

27. ROBINOWITZ DITCH II-M-1

E113-JOHNDEERE 350C SLOPEMOWER	10/6-10/9
E243-FORD 6610 SLOPEMOWER	10/12

28. SNAKE CREEK I-C

E103 JOHNDEERE 350B SLOPEMOWER	10/27-10/30
E123-JOHNDEERE 350C SLOPEMOWER	10/27-10/30
E231-HESSTON 7066 TRACTOR	10/27-10/28, 10/30
E525-HESSTON 7066 SLOPEMOWER	10/28

29. SUGARLAND IND. DITCH II-DD

E115-JOHNDEERE 350C SLOPEMOWER	10/2, 10/5-10/6
E118-JOHNDEERE 350C SLOPEMOWER	10/2, 10/5-10/6
E513-HESSTON 7066 TRACTOR	10/1-10/2, 10/5-10/6

30. TURKEY CREEK I-D

E108-JOHNDEERE 350C SLOPEMOWER	10/12-10/16, 10/19-10/23, 10/26-10/30
E110-JOHNDEERE 350C SLOPEMOWER	10/9, 10/12-10/16, 10/19-10/23, 10/26-10/30
E130-INTL. 784 SLOPEMOWER	10/12, 10/14-10/16, 10/20, 10/23, 10/26-10/30
E514-HESSTON 7066 TRACTOR	10/9, 10/20, 10/22-10/23, 10/26-10/30
E518-MF 283 SLOPEMOWER	10/16, 10/19-10/22

31. TURKEY CREEK I-D-2

E130-INTL. 784 SLOPEMOWER	10/19-10/20
E514-HESSTON 7066 TRACTOR	10/19

32. WILLOW FORK OF BUFFALO BAYOU V-A

E113-JOHNDEERE 350C SLOPEMOWER	10/20-10/23, 10/26-10/28, 10/30
E115-JOHNDEERE 350C SLOPEMOWER	10/7-10/9, 10/12-10/16, 10/19-10/20, 10/23, 10/26-10/30
E117-JOHNDEERE 350C SLOPEMOWER	10/19-10/23, 10/26-10/30
E118-JOHNDEERE 350C SLOPEMOWER	10/7-10/9, 10/12-10/16, 10/19-10/20, 10/23, 10/26-10/30
E146-INTL. 784 TRACTOR	10/20-10/23, 10/26-10/28, 10/30
E243-FORD 6610 SLOPEMOWER	10/20-10/23, 10/26-10/28
E513-HESSTON 7066 TRACTOR	10/7-10/9, 10/12-10/16, 10/19-10/20, 10/23, 10/26-10/30
E524-HESSTON 7066 SLOPEMOWER	10/19-10/23, 10/27-10/30

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

33. WILLOW FORKS V-A-7

E115-JOHNDEERE 350C SLOPEMOWER	10/21-10/22
E118-JOHNDEERE 350C SLOPEMOWER	10/21-10/22
E243-FORD 6610 SLOPEMOWER	10/20
E513-HESSTON 7066 TRACTOR	10/21-10/22
E524-HESSTON 7066 SLOPEMOWER	10/20

AS PER ORIGINAL

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

1. BIG CREEK II-B	
HANDSPRAYING	10/22-10/23
2. BRAZOS RIVER II-GG	
HANDSPRAYING	10/28
3. DRY CREEK II-B-2	
E106-JOHNDEERE 350C SLOPEMOWER	10/28-10/29
E126-JOHNDEERE 2640 SLOPEMOWER	10/28-10/29
4. GAPPS SLOUGH II-B-10-a-2	
E106-JOHNDEERE 350C SLOPEMOWER	10/6-10/9, 10/15-10/16
E126-JOHNDEERE 2640 SLOPEMOWER	10/14, 10/16
5. GUY CREEK I-A-1	
HANDSPRAYING	10/2, 10/9
6. KEEGANS BAYOU VII-C	
HANDSPRAYING	10/2
7. RABBS BAYOU II-D	
HANDSPRAYING	10/20
8. RED GULLY II-K-9	
E112-JOHNDEERE 350C SLOPEMOWER	10/2
E116-JOHNDEERE 350C SLOPEMOWER	10/2
9. TURKEY CREEK I-D	
HANDSPRAYING	10/30

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 12, 19 88.

STARTING WITH
FILM CODE NO. 88vol.34pg.00362

ENDING WITH
FILM CODE NO. 88vol.34pg.00723

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

34 724-A

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF JANUARY ,19 88 .

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 00725 .

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, NOVEMBER 16, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of November 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. Mr. Bruce Spitzengel, re: consider approval of resolution authorizing the submission of a Texas Community Development Program application to the Texas Dept. of Community Affairs for the Special Impact Project Fund; and authorizing the County Judge to act as the County's executive officer and authorized representative in all matters pertaining to the County's participation in the Community Development Program.

6. Sheriff Gus George, re: (1) request to advertise for bids or hold public auction to sell automobile parts from seized property; (2) accept check for $412.43 from Wharton Livestock Auction as payment for sale of impounded livestock & rebudget; (3) authorize payment of $180 to Dep. R. L. Stasney for impounded livestock expenses; (4) authorize payment of $56.55 to the Herald-Coaster for advertisement of impounded livestock; (5) request to advertise for 16 vehicles.

7. Marsha Gaines, Tax Assessor/Collector, re: approve refund of $975.33 to Fubs Air Inc. - aircraft sold out of jurisdiction.

8. Kathy Hynson, County Treasurer, re: (1) consider approval of disbursement of excess funds pertaining to State of Texas contract for Child Support Court Masters; (2) changes in investment procedures.

9. Consider voting for Central Appraisal District Directors.

10. Consider approval of pay application #3 in the amount of $177,824 from Lebco Constructors Inc. for work completed on Courthouse Annex 2.

11. Dianne Wilson, County Clerk, re: accept check in the amount of $6,450 from City of Houston for November 3rd City of Houston election and $370 check from Palacios I.S.D. for Job Training Program.

12. Set public hearing date for accepting Miller Rd. into the County road maintenance system in Precinct 3.

13. Consider approval of 1988 membership dues in the amount of $5,233.84 to H-GAC for 1988.

14. Consider designating representatives & alternates to H-GAC's General Assembly & Board of Directors.

15. Advertise for bids for one or more new 1/2 ton pickups, with 5-day delivery, for Engineering Dept.

16. Consider application from Fort Bend Telephone Co. to lay cable under Cinco Blvd., Westheimer Parkway along Mason Rd. in Precinct 3.

17. Consider application from Southwestern Bell Telephone to lay cable under & along Winner-Foster Rd. in Precinct 3.

18. Take action on bids to provide janitorial service for Courthouse Complex and other County buildings (#87-89).

19. Consider amending bid specifications for fuels.

20. Approve bills.

21. Adjournment.

AS PER ORIGINAL

22. On Thursday, November 19 at 1:30 p.m., bids will be opened for the following: (1) Gasolines for Fort Bend County & Fort Bend County Drainage District (#87-91); (2) Diesel for Fort Bend County and Fort Bend County Drainage District (#87-92); (3) Construction of a 71' long x 24' nominal width bridge on Winner-Foster Rd. & Jones Creek (BRA Canal)-(#87-93).

FILED FOR RECORD
TIME 2:50 A.M. P.M.
NOV 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 doors, Courthouse Annex, Richmond, Texas on Thursday, November 12, 1987 at 3:00 p.m. by N. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 16TH day of NOVEMBER, 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
BOB LUTTS	COMMISSIONER PRECINCT 4

With Commissioner Pressley absent for vote.

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

1. APPROVE MINUTES OF MEETING OF NOVEMBER 9, 1987:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of November 9, 1987 with corrections to page 5, #24.

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve Drainage District minutes with correction to page 2 #6.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts with 1ST CITY, SUGAR CREEK & 1ST REPUBLIC. (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 transfer for PERSONNEL, COUNTY ENGINEER, R&B #4 and FM/LR #4 and exclude FIRE MARSHALL. (Recorded in minutes in full)

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

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve out-of-town travel requests for the following departments with the exception of County Clerk's request to attend a conference in China:

TAX ASSESSOR/COLLECTOR
DISTRICT CLERK
COUNTY TREASURER
COUNTY CLERK

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AS PER ORIGINAL

PLEDGE/RELEASE SECURITIES

C/C DATE 11/16/87 2

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
11/6	Pledge	1st City	U.S. Treasury Note	287338	200,000.00
	release	" "	" "	850913	200,000.00
11/10	Pledge	Sugar Creek	Tx HSG Agy SFM Rev Bds	289819	145,000.00
11/10	release	1st Republic	U.S. Treasury Note	249586	4,000,000.00
"	pledge	" "	"	255273	2,000,000.00

AS PER ORIGINAL

PLEDGE/RELEASE SECURITIES

C/C DATE ~~10/19/87~~ 11/12/87

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
10/5	release	1st City	U.S. Treasury	812504	700,000
	pledge	"	"	271726	700,000

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:

Personnel Department	DEPT.	FROM	TO	INCREASE (DECREASE)
Office Supplies		7000.00	6200.00	- (800.00)
Property and Equipment		-0-	800.00	+ 800.00

DATE: November 10,1987

DEPARTMENT HEAD: Richard Schlels

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 3

34 731

AS PER ORIGINAL

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)
R&B 08 04 0050 1010 (Property & Equipment)	48,000.00	26,746.21	(21,253.79)
08 04 0050 5031 (Road Material)	660,765.00	682,018.79	21,253.79
FM/LR 12 08 0064 1010 (Property & Equipment)	96,000.00	25,485.10	(70,514.90)
12 08 0064 5031 (Road Material)	328,483.00	398,997.90	70,514.90
12 08 0064 7008 (Culverts)	40,000.00	30,010.00	(9,990.00)
12 08 0064 7007 (Repairs & Parts/Shop Supp.)	150,000.00	159,990.00	9,990.00

DATE: 11-16-87

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

AS PER ORIGINAL

34 732

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 16th day of November, 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)
Engineering 1050 0043 0200 Salaries	39,082.47	25,882.47	decrease(13,200.00)
1050 0043 1010 P+E	7,096.49	20,096.49	increase(13,000.00)
1050 0043 0701 Cert	1,182.51	1,382.51	increase(200.00)

DATE: _____

DEPARTMENT HEAD: Ronald Drachenberg

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

Funds available 0045-3030

34 733

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Shirley Davis
Jan Easley

Period: Date of Departure Jan 5

Date of Return Jan 8

Purpose of Trip: technical training on AIS 315 election system

Places to be Visited: Omaha, Nebraska

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

Dianne Wilson
Name

11-12-87
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

11-16-87
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

RECEIVED
NOV 16 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 11/17/87

Date of Return 11/18/87

Purpose of Trip: TAC Meeting

Places to be Visited: Austin, TX

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

Kathy Hymson
Name

11/13/87
Date

County Treasurer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

11-16-87
Date

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

RECEIVED
NOV 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:

Three deputies from the District Clerk's office

Period: Date of Departure February 1, 1988

Date of Return February 4, 1988

Purpose of Trip: To attend the 16th Annual County and District Clerks' Seminar

Places to be Visited: College Station Hilton, College Station, Texas

NOTE: Deadline for registration is January 5, 1988

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

Glory Ketelers — Name

11-10 — Date

District Clerk — Title

* *

Approved: Commissioners' Court

County Judge

11-16-87 — Date

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

RECEIVED
NOV 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:

Marsha P. Gaines, Judy Harms, Jan Bonn, Lydia Bourg
Pam Wittneben

Period: Date of Departure January 10, 1988
Date of Return January 13, 1988

Purpose of Trip: 5th Annual County Tax Assessor-Collector Seminar at Texas A & M University

Places to be Visited: College Station, Texas

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

Marsha P. Gaines
Name

9 November 1987
Date

Tax Assessor-Collector
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

11-16-87
Date

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

5. MR. BRUCE SPITZENGEL, RE: CONSIDER APPROVAL OF RESOLUTION AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION TO THE TEXAS DEPT. OF COMMUNITY AFFAIRS FOR THE SPECIAL IMPACT PROJECT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT PROGRAM:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve RESOLUTION authorizing the submission of a Texas Community Development program application to the Texas Department of Community Affairs for the special impact project fund as presented by Bruce Spitzengel and authorize the County Judge to act as the County's executive officer and authorized representative in all matters pertaining to the County's participation in the Community Development program. (Recorded in minutes in full)

6. SHERIFF GUS GEORGE, RE: (1) REQUEST TO ADVERTISE FOR BIDS OR HOLD PUBLIC AUCTION TO SELL AUTOMOBILE PARTS FROM SEIZED PROPERTY; (2) ACCEPT CHECK FOR $412.43 FROM WHARTON LIVESTOCK AUCTION AS PAYMENT FOR SALE OF IMPOUNDED LIVESTOCK & REBUDGET; (3) AUTHORIZE PAYMENT OF $180 TO DEP. R.L. STASNEY FOR IMPOUNDED LIVESTOCK EXPENSES; (4) AUTHORIZE PAYMENT OF $56.55 TO THE HERALD-COASTER FOR ADVERTISEMENT OF IMPOUNDED LIVESTOCK; (5) REQUEST TO ADVERTISE FOR 16 VEHICLES:

Request to advertise for bids or hold public auction to sell automobile parts from seized property:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids to sell automobile parts from seized property. (Recorded in minutes in full)

Accept check for $412.43 from Wharton Livestock auction as payment for sale of impounded livestock & rebudget

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept check for $412.43 from Wharton Livestock auction as payment for sale of impounded livestock & rebudget into General Fund. (Recorded in minutes in full)

Authorize payment of $180 to Dep. R.L. Stasney for impounded livestock expenses:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize payment of $180 to Dep. R.L. Stasney for impounded livestock expenses. (Recorded in minutes in full)

Authorize payment of $56.55 to the Herald-Coaster for advertisement of impounded livestock:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize payment of $56.55 to the Herald-Coaster for advertisement of impounded livestock.

Request to advertise for 16 vehicles:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for 16 vehicles.

7. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: APPROVE REFUND OF $975.33 TO FUBS AIR INC. - AIRCRAFT SOLD OUT OF JURISDICTION:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve refund of $975.33 to Fubs Air Inc. (Recorded in minutes in full)

AGENDA ITEM #B5

R E S O L U T I O N

RESOLUTION OF THE COUNTY OF FORT BEND AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF COMMUNITY AFFAIRS FOR THE SPECIAL IMPACT PROJECT FUND; AND, AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT PROGRAM.

WHEREAS, the County desires to develop a viable community for all citizens; and,

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and,

WHEREAS, it is necessary and in the best interests of the County to apply for funding under the 1987 Texas Community Development Program.

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

Section 1. THAT, a Texas Community Development Program application is hereby authorized to be filled on behalf of the County with the Texas Department of Community Affairs; and,

Section 2. THAT, the County's application be placed in competition for funding under the Special Impact Project Fund; and,

Section 3. THAT, the application be for $300,000 of grant funds to carry out sanitary sewer system improvements; and,

Section 4. THAT, the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Program; and,

PASSED AND APPROVED, this 16th day of November, 1987, at a meeting of the Commissioners' Court of the County of Fort Bend, Texas.

APPROVED:

_____

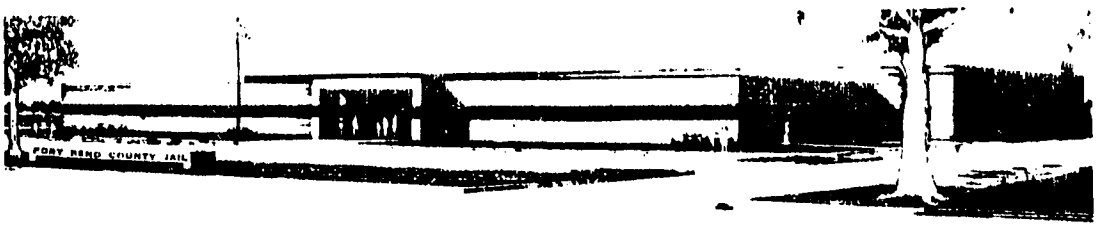
COUNTY JUDGE

ATTEST:

_____

COUNTY CLERK

STATE OF TEXAS COUNTY OF FORT BEND



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

November 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, November 16, 1987.

> Request you authorize the county purchasing agent, Mr. John Hammett, to accept bids or hold a public auction to sell the automobile parts as listed on the attached inventory of seized property. It is also requested that monies received from the sale of said property be deposited into the General Fund.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus. George

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor
Mr. John Hammett, County Purchasing Agent

AS PER ORIGINAL 34 740

THE STATE OF TEXAS X IN THE JUSTICE COURT

VS. DOCKET NUMBER CN-80

X Fort Bend COUNTY, TEXAS

James Ray Patterson

INVENTORY OF PROPERTY SEIZED
Chapter 47, Code of Criminal Procedure

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Gary Williams, a Peace Officer of the Texas Department of Public Safety, and shows the Court that heretofore on the 6th day of October, A.D. 19 87, the following parts of General Motors pickups were taken into possession by said officer: to wit, 1 cab, 1 front clip, 2 beds, 3 doors, 2 hoods, 2 front grill inserts, 2 front fenders, 2 bumpers, 2 radiators, 2 sets inner fenders, 2 gas tanks, 1 front axle, 1 rear axle, 2 transmissions, 1 A/C system, 1 trailer hitch, 1 battery, 1 bed liner, 1 rear window, 1 exhaust system, 6 tires and wheels.

All seized property was voluntarily turned over and identified as stolen property by auto theft suspect. The true owners or lien holders cannot be established.

WHEREFORE, THE STATE PRAYS that the property be ordered delivered into possession and control of Fort Bend County Sheriff or purchasing agent to be disposed of in accordance with Article 18.17 of the Code of Criminal Procedure.

Gary Williams
PEACE OFFICER
Texas Department of Public Safety
Richmond, Texas

O R D E R

Having heard the foregoing, the Motion as prayed for is Granted and the above described property is ordered delivered into possession and control of the Fort Bend County Sheriff or purchasing agent to be disposed of in accordance with Article 18.17 of the Code of Criminal Procedure.

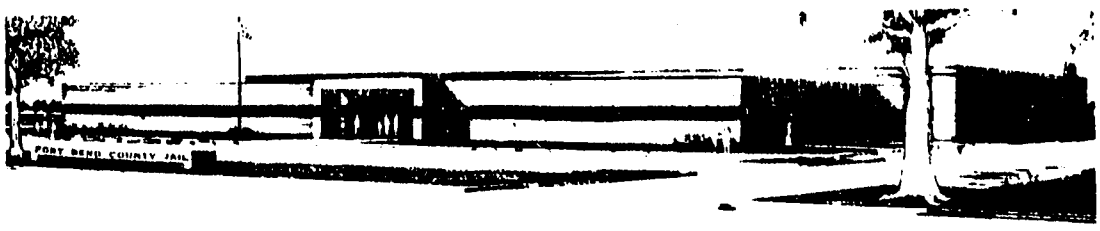
Gary L. Leick
MAGISTRATE
Justice Court, Pct. #1
Fort Bend County, Texas

Date: 11-5-87

6

34 741

STATE OF TEXAS COUNTY OF FORT BEND



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

November 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(s) be included on the Commissioners' Court Agenda for Monday, November 16, 1987.

1) Accept check in the amount of $412.43 from Wharton Livestock Auction, Inc. as payment for sale of impounded livestock and rebudget into the General Fund.

2) Authorize payment of $180.00 to Deputy Ronald L. Stasney as reimbursement for the feeding and care of impounded livestock per attached quotation.

3) Authorize payment to Herald Coaster newspaper in the amount of $56.55 for advertisement of impounded livestock per attached invoice.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor

AS PER ORIGINAL

QUOTATION

34 742

Inquiry No. 110

From
RONNIE STASNEY
DEPUTY

Date November 2, 1987

Terms

Prices quoted are F.O.B.

Delivery

To
FORT BEND COUNTY
RICHMOND, TEXAS 77469

We are pleased to quote as follows. Your inquiry

Quantity	Description	Price	Amount
	Care and Feeding of horse impounded by Fort Bend County Sherrif's Department on October 11, 1987 on Warnecke Road, Beasley, Texas and Sold at Wharton Livestock Auction, Inc. Wharton, Texas.		
	18 days at $10.00 Per Day = $180.00	$180.00	
	Advertisement = 56.00	56.00	
		$236.00	

TOPS FORM 3488 LITHO IN U.S.A.

By Ronnie Stasney #264
Ronnie Stasney

AS PER ORIGINAL 34 743

Herald Coaster

Fort Bend's Daily Newspaper

Published Daily · Sunday through Friday

Tel. 232-3737 or 342-4474 P.O. Box 1088 Rosenberg, Texas 77471 PAGE 1 10/25/87 320975

FT. BEND CO SHERIFFS DEPT
LIVESTOCK OFFICER
R STASNEY
1410 RANSOM
RICHMOND, TX 77469-0000

PLEASE RETURN TOP PORTION OF THIS STATEMENT WITH PAYMENT

TERMS-NET 30 DAYS. ALL PAST DUE CHARGES SUBJECT TO SERVICE CHARGE 1½% PER MONTH. $1.00 MINIMUM

DATE	REF.	DESCRIPTION	INCHES	RATE	CHARGES	PAYMENTS	AMOUNT
9/26/87		BALANCE FORWARD					.00
10/16/87		LEGAL IMPOUNDMENT-ESTRAY✓			29.25		29.25
10/23/87		LEGAL IMPOUNDMENT-ESTRAY✓			27.30		56.55

BALANCE FORWARD	TOTAL PAYMENTS	ADJUSTED RATE	TOTAL INCHES	EARNED DISCOUNT IF PAID BY 20TH		BALANCE DUE
.00	.00		.00	.00		56.55

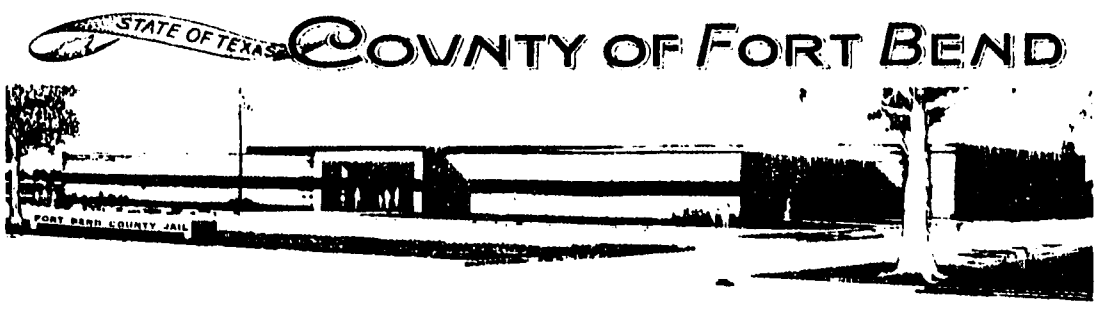
Due and payable in
Ft. Bend County, Texas

Herald Coaster
P.O. Box 1088 Rosenberg, Texas 77471 232-3737

PAY AMOUNT IN THIS BLOCK

6

34 744



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

November 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:

I would request the following item be included on the Commissioners' Court Agenda for Monday, November 16, 1987.

Request Commissioners' Court authorize the County Purchasing Agent, Mr. John Hammett, to advertise for bids for sixteen (16) automobiles for the Fort Bend County Sheriff Department. Suggested specifications are attached for your approval. Funds have been approved in the Sheriff Department 1988 Budget.

This request for automobiles includes the following:

16 each Specification # 1

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Mr. John Hammett, Purchasing Agent
Mrs. Joyce Tompkins, County Auditor
Mrs. Kathy Hynson, County Treasurer

SPECIFICATION # 1

FULL SIZE AUTOMOBILE, POLICE EQUIPPED

All units furnished under this specification are to be 1988 full size police models, 112 inch wheel base minimum. These units shall have 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 model bid, plus the following:

Bidders shall indicate exactly the equipment and options bid in the column on the right.

BODY STYLE:	4-Door Sedan	_____
ENGINE:	Minimum 5.OL, V8 equipped with fuel injection and manufacturer installed auxiliary engine oil cooler	_____
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	_____
FUEL TANK:	Minimum 18 gallon capacity	_____
TRANSMISSION:	Three speed automatic with overdrive, equipped with the largest auxiliary transmission oil cooler installed by manufacturer	_____
BRAKES:	Highest rating offered by manufacturer with power assist and automatic emergency brake release	_____
WHEELS:	Five (5) heavy duty 15" X 6.5" rim with high speed police certified, radial type, tubless tires	_____
SUSPENSION:	Front and rear suspension shall have highest rating for weight, stability and durability offered by manufacturer on specific vehicle bid	_____
STEERING:	Tilt wheel with power assist	_____
REAR AXLE:	3.0:1 to 3.5:1 ratio	_____
ELECTRICAL SYSTEM:	Minimum 100 amp alternator with largest capacity battery offered by manufacturer	_____
SPOTLIGHT:	Manufacturer installed driver side door pillar with 6" halogen bulb	_____

Specification # 1, page 2

LIGHTING: Interior dome with dual map lights, halogen headlamps, and automatic trunk lamp _____

RADIO: AM _____

REARVIEW MIRROR: Left and right outside rear view remote control _____

DECK RELEASE: Remote control _____

SPEEDOMETER: 0-120 minimum, divided into 2MPH increments certified for police use _____

INSTRUMENTATION: Full gage package, installed by manufacturer into dash in plain view of driver to work in conjunction with warning lights (heat, oil amp) _____

AIR CONDITIONING: Manufacturer installed manual air conditioning _____

GLASS: Tinted glass complete _____

WINDSHIELD WIPERS: Manufacturer installed intermittant with mist _____

SEATS: Heavy duty police front and rear, front to be split bench, 60/40, 50/50, or 55/45 _____

INTERIOR: Heavy duty cloth front and rear seats, with carpet and floor mats _____

WHEEL COVERS: Small light weight _____

PAINT: Manufacturer's standard color to be selected when order is placed _____

STATE INSPECTION STICKER: _____

MEMORANDUM

TO: County Judge Stavinoha

FROM: Marsha P. Gaines, Tax Assessor/Collector

SUBJECT: Refund for Over $500.00

DATE: November 12, 1987

Please place the following item on the agenda for Monday, November 16, 1987:

Refund for Fubs Air Inc.
$975.33
CAD Change - Sold Aircraft
Out of Jurisdiction

Also, attached are copies of the application for refund, change form, the original receipt, and letter of approval.

If you have any further questions please call my office.

Marsha P. Gaines

MPG/pkw

Since your refund is over $500.00 please sign the enclosed application and return with your original receipt. Thank you.

OCT 8 1987
34 748

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

APPLICATION FOR TAX REFUND

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

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

IDENTIFICATION OF PROPERTY OWNER:
Name: Fubs Air, Inc.
Address: 6720 Bertner Drive , Houston, TX 77025
Telephone Number (If additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: Personal property aircraft N6794D, 1981 Cessna 421 C ser#421, C1030 Sitused at Houston SW Airport
Address or Location of Property:
Account Number of Property: 9079980850006794 or Tax Receipt Number: 106786

INFORMATION ON PAYMENT OF TAXES:

Name of Taxing Unit From Which Refund Is Requested	Year for Which Refund Is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Tax Refund Requested
1. FBC	19 86	12/31/19 86	$ 975.33	$ 975.33
2.	19	/ 19	$	$
3.	19	/ 19	$	$

Taxpayer's reason for refund (attach supporting documentation): Sold out of jurisdiction June 25, 1985

"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 — Date of Application for Tax Refund 10/5/87

DETERMINATION FOR TAX REFUND: _____ Approval _____ Disapproval

Signature of Authorized Officer — Date

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

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

REFUND 31 11

AS PER ORIGINAL

34 749

TAX YEAR(S): 1986 CHANGE # Exp #8

FORT BEND CENTRAL APPRAISAL DISTRICT

AUG 31 1987

PROPERTY TO BE: ADDED ____ CHANGED ____ DELETED X

JURISDICTION SUBMITTING CHANGE FBCAD

APPROVED BY JW

DATE Aug. 26, 1987

NAME CHANGE ____ ADDRESS CHANGE ____ EXEMPTION CHANGES:

LEGAL CHANGE ____ VALUE CHANGE ____ HOMESTEAD ____

ACREAGE CHANGE ____ AG VALUE CHANGE ____ OVER 65 ____

JURISDICTION ____ MISCELLANEOUS ____ DISABILITY ____

DELETE X CATEGORY ____ VETERAN ____

ORIGINAL ACCOUNT INFO	NEW ACCOUNT INFO
ACCT# 9980-85-000-6794-907	ACCT#
PROPERTY I.D. - R # P126455	PROPERTY I.D. - R #
OWNER FUBS AIR INC.	OWNER
ADDRESS 6720 BERTNER DRIVE	ADDRESS
HOUSTON, TX 77025	
G 01 C 01 S 07 M 00 W 00 D 01 F 01 J 00 R 00	G C S M W D F J R
LEGAL PERSONAL PROPERTY AIRCRAFT N6794D 1981 CESSNA 421 C SER #421C1030 SITUSED AT HOUSTON SW AIRPORT	LEGAL
ACRES	ACRES
SITUS HOUSTON SW AIRPORT	SITUS
MAP #	MAP #

EXPLANTATION - SOURCE: DELETE FOR 1986 & 1987 - SOLD OUT OF JURISIDICTION ON JUNE 25, 1985

ORIGINAL VALUES		CATEGORY	NEW VALUES		CATEGORY
LAND HS			LAND HS		
LAND NON HS			LAND NON HS		
LAND AG MKT			LAND AG MKT		
LAND AG USE			LAND AG USE		
IMPROVEMENT HS			IMPROVEMENT HS		
IMPROVE.NON HS			IMPROVE.NON HS		
PERSONAL	251,000	M2	PERSONAL		
MINERAL			MINERAL		
RENDERED VALUE			RENDERED VALUE		
HOMESTEAD			HOMESTEAD		
OVER 65	YEAR		OVER 65	YEAR	
FROZEN LEVY			FROZEN LEVY		
DISABILITY			DISABILITY		
VETERAN			VETERAN		

(251000)

DEPARTMENT / CHANGES MADE:

COM. ____ RES. ____ LAND ____ P.P. X MAP ____ SCHOOL ____

PROPERTY CARD ____ DATA FILE ____ AUDIT ____

SUBMITTED BY: Julie Owen

CUSTOMER ____

PHONE ____

AS PER ORIGINAL 34 750

void
OCT 09 1987

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

ORIGINAL Disc 1986
7.59
1.09
1.19
9.85

TAX RECEIPT

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

OCT 8 1987

delete - add out of jurisdiction
CJ

FULL PAYMENT

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1986	MEMISC PERS	1126a	33

ACCOUNT NUMBER	RECEIPT NO.
907-3980-95-000-6794	C 105786

MAKE CHECK PAYABLE TO:

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES		VALUES	JURIS.	TAX RATE	TAX AMOUNT
PERSONAL PROPERTY AIRCRAFT N67 94D 1981 CESSNA 421 C SER #421 C1030 SITUSED AT HOUSTON S W A IRPORT LOAN # = PREV ACCT = Pay to Fubs Air Inc.	HMSTD. C & D HMSTD. LRFC. DAV OV-65 OV-65 JR COL DSABL AGRI	LAND HS LAND NON HS IMPR. HS IMPR. NON HS		PERSONAL AG MARKET AG USE			
			251,000		079	.3018	757.52
					179	.0432	108.43
					279	.0475	119.23
					TOTAL TAX		985.18
		TOTAL TAXABLE VALUE		251,000			
				L014 12/31/86		DISC	9.85
				33578		TOTAL PAID	975.33

FUBS AIR INC
6720 BERTNER DRIVE
HOUSTON TX 77025

PERSC
94D 1
C1030
IRPOR
HOUS
LOAN #
ACREAGE

TAX YEAR
1986

PAID BY FUBS AIR INC

DATE 12/31/86 METHOD PRE-DEPSTD 12/09/86
RECEIVED 12/03/86
00001136

JOYCE TOMPKINS

COUNTY AUDITOR

COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

DATE: Nov 12, 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
90-0185-9	Fubs Air Inc.	$ 975.33

JT/mp

8. KATHY HYNSON, COUNTY TREASURER, RE: (1) CONSIDER APPROVAL OF DISBURSEMENT OF EXCESS FUNDS PERTAINING TO STATE OF TEXAS CONTRACT FOR CHILD SUPPORT COURT MASTERS; (2) CHANGES IN INVESTMENT PROCEDURES:

Consider approval of disbursement of excess funds pertaining to State of Texas contract for Child Support Court Masters:

No court action.

Changes in investment procedures:

Kathy Hynson discussed the need for the Tax Assessor/Collector to invest funds prior to the funds being turned over to the county.

RECESS:

Commissioners' Court recessed at 9:55 a.m. to attend George Roane's (former County Judge) funeral.

RECONVENE:

Commissioners' Court reconvened at 11:10 a.m.

9. CONSIDER VOTING FOR CENTRAL APPRAISAL DISTRICT DIRECTORS:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to allocate 700 votes to Mike Scherer to serve on the C.A.D. Board of Director. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pustka, to allocate 440 votes to Ken Martindale to serve on the C.A.D. Board of Directors.

Motion withdrawn.

Moved by Commissioner Denham, Seconded by Commissioner Pustka, to allocate 220 votes for Ken Martindale and 220 votes to Tony Cangelosi to serve on the C.A.D. Board of Directors. Failed due to substitute motion.

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Denham voting no, it is ordered to substitute previous motion and allocate 285 votes to Tony Cangelosi and 155 votes to Ken Martindale to serve on the C.A.D. Board of Director. (Recorded in minutes in full)

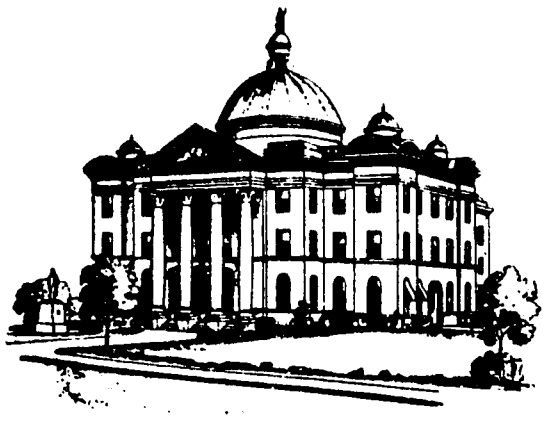
10. CONSIDER APPROVAL OF PAY APPLICATION #3 IN THE AMOUNT OF $177,824 FROM LEBCO CONSTRUCTORS INC. FOR WORK COMPLETED ON COURTHOUSE ANNEX 2:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve pay application #3 in the amount of $177,824 from Lebco Constructors Inc. for work completed on Courthouse Annex 2. (Recorded in minutes in full)

11. DIANNE WILSON, COUNTY CLERK, RE: ACCEPT CHECK IN THE AMOUNT OF $6,450 FROM CITY OF HOUSTON FOR NOVEMBER 3RD CITY OF HOUSTON ELECTION AND $370 CHECK FROM PALACIOS I.S.D. FOR JOB TRAINING PROGRAM:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept check from City of Houston in the amount of $6,450 and rebudget into Election Fund (0045-3030) and $370 from Palacios I.S.D. and rebudget into Salaries (0002-0200) (Recorded in minutes in full)

Office of
Kathy Hynson
County Treasurer



Courthouse Annex
Richmond, Texas 77469
(713) 342-3411

County of Fort Bend

November 13, 1987

TO: COUNTY JUDGE AND COMMISSIONER'S COURT

FROM: KATHY HYNSON, COUNTY TREASURER

Attached please find copies of correspondence between Judge Stovall and myself pertaining to insurance coverage for Masters, Dick Pratt and Harrison Gregg. Due to part-time classification of the Masters they do not qualify for insurance coverage with the County.

You may note that Judge Stovall has given three alternatives for the County to consider so that the Masters would be treated fairly and in keeping with the intent of all parties when the engagement was made.

I have been in contact with the Masters and they would prefer the County to supplement their existing policies. To accomplish this the Masters would receive $100.00 each per month.

Funds available from Contract

Salaries	50,520.00
Social Security	3,794.00
Retirement	3,536.00
Worker's Compensation	260.00
Unemployment	112.00
Travel	3,500.00
Sub Total	61,722.00
Insurance Supplement	2,400.00
	64,122.00
Total from Grant	64,168.00
Surplus	46.00

County of Fort Bend

Kathy Hynson
County Treasurer

October 20, 1987

P.O. Box 1002
Richmond, Texas 77469

Harrison Gregg, Jr. + Dick Pratt
3442 Eldorado Blvd.
Missouri City, TX 77459

Dear Harrison:

Enclosed you will find a copy of a letter from Judge Stovall stating three alternatives that he would like Fort Bend County to consider for your benefit. I am in need of your assistance in ascertaining the method you would like the commissioners to consider implementing.

Please read over these alternatives and get back with me as soon as possible so that I can be placed on Commissioners Court agenda and get this matter finalized.

I look forward to hearing from you.

Very truly yours,

Kathy

Kathy Hynson
County Treasurer

KH/gh
cc: Judge Thomas Stovall
P.O. Box 40
Seabrook, TX 77586

AS PER ORIGINAL

SECOND ADMINISTRATIVE JUDICIAL REGION OF TEXAS

THOMAS J. STOVALL, JR.
PRESIDING JUDGE

JUDY MAPLES GEIGER
ADMINISTRATIVE ASSISTANT

VIKKI NELSON
REGIONAL DOCKET MANAGER

P.O. BOX 40, SEABROOK, TEX. 77586
PHONE (713) 471-3911

OFFICE LOCATED: HARRIS COUNTY
COURTHOUSE, LA PORTE ANNEX
117 E. AVE. A, LA PORTE, TEXAS

September 18, 1987

Hon. Kathy Hynson
Fort Bend County Treasurer
Courthouse Annex
Richmond, Tx., 77469

Dear Ms Hynson:

It has occurred to me that a fair solution to the insurance problem could be accomplished by resort to the Contract between the County and the Attorney General's Office. The budget attachment was arrived by taking the County's fringe bases (set on a salary for one full-time Master, I suppose) and allocating the amount for retirement and insurance purposes. If the sum set for insurance could be paid the Masters, one-half to each, and combined in the reimbursement claim to the AG, the Masters could devote that sum to purchase additional private coverage.

Another alternative might be to request a budget transfer under the Contract and divide the sum in half, to be used by each Master to enhance any existing policies they may now carry.

Another matter might be considered. I have felt that the amount allocated for travel reimbursement might prove inadequate. The Contract sum set aside for insurance benefits (not being furnished) could be transferred to the travel reimbursement part of the budget, to cover year-end underfunding.

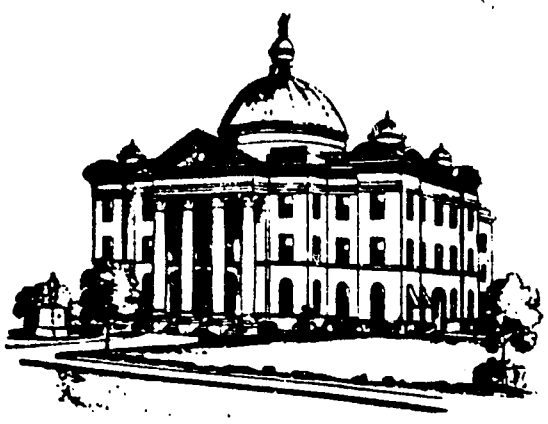
None of these alternatives would affect the overall budget set by the Contract, nor would the County's obligations be increased, yet the Masters would be treated fairly and in keeping with the intent of all parties when the engagement was made.

I am copying all of the interested parties with this modest suggestion.

Sincerely,

Thomas J. Stovall Jr.

Office of
Kathy Hynson
County Treasurer



Courthouse Annex
Richmond, Texas 77469
(713) 342-3411

County of Fort Bend

September 16, 1987

Thomas J. Stovall, Jr.
Second Administrative
Judicial District of Texas
P.O. Box 40
Seabrook, TX 77586

RE: Insurance Coverage for Masters, Dick Pratt and Harrison Gregg

Dear Judge Stovall:

I have been in contact with Jo Alene Kirkel of the Attorney General's office pertaining to the above mentioned subject. Ms. Kirkel informed me that the masters are employees of Fort Bend County and abide by the policies and procedures of the county.

At the present time only employees that work at least forty hours per week are considered eligible for hospitalization coverage with the county. If this policy should change for any reason we will be glad to include the masters in our plan.

I hope this is acceptable to you and our new employees.

Very truly yours,

Kathy Hynson

Kathy Hynson
Fort Bend County Treasurer

KH/gh
cc: Dick Pratt
Harrison Gregg
Jody Stavinoha, County Judge
Joyce Tompkins, County Auditor
Johnnie Pustka, Commissioner, Pct. 1
Ben Denham, Commissioner, Pct. 2
Alton Pressley, Commissioner, Pct. 3
Bob Lutts, Commissioner, Pct. 4

RESOLUTION

A RESOLUTION FOR THE VOTE OF CANDIDATES TO THE BOARD OF DIRECTORS OF THE FORT BEND COUNTY CENTRAL APPRAISAL DISTRICT:

WHEREAS, the Property Tax Code provides that each taxing unit in a County is entitled to vote by resolution by its governing board for candidates on the Board of Directors of the County's Central Appraisal District; and

WHEREAS, the Commissioners Court of Fort Bend County must cast its votes by Resolution and submit same to the Central Appraisal District's Chief Appraiser by November 16, 1987; and

WHEREAS, the Commissioners Court of Fort Bend County is entitled to 1,140 votes for directorships of the Fort Bend County Central Appraisal District:

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Fort Bend County hereby casts its votes for the candidates for the Board of Directors of the Fort Bend County Central Appraisal District as follows:

CANDIDATES	VOTES CAST
MIKE SCHERER	700
TONY C. CANGELOSI	285
KEN MARTINDALE	155

PASSED AND APPROVED this 16th day of November, 1987.

FORT BEND COUNTY COMMISSIONERS' COURT

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

OFFICIAL BALLOT

FOR SELECTION OF BOARD OF DIRECTORS
FORT BEND CENTRAL APPRAISAL DISTRICT

ISSUED TO: ** COUNTY OF FORT BEND

CANDIDATES:			
BENES, JOE	NUMBER OF VOTES	_____	RECEIVED
BOSSE, THOMAS A.	NUMBER OF VOTES	_____	RECEIVED
CANGELOSI, TONY C.	NUMBER OF VOTES	285	RECEIVED
COBB, VONNIE	NUMBER OF VOTES	_____	RECEIVED
DZIERZANOWSKI, FRANK	NUMBER OF VOTES	_____	RECEIVED
ELKINS, LAWRENCE	NUMBER OF VOTES	_____	RECEIVED
FULLER, MARIE	NUMBER OF VOTES	_____	RECEIVED
GAYLE, JANE C.	NUMBER OF VOTES	_____	RECEIVED
GREGG, HARRISON	NUMBER OF VOTES	_____	RECEIVED
JACKSON, T. R.	NUMBER OF VOTES	_____	RECEIVED
KNOX, JOHN B.	NUMBER OF VOTES	_____	RECEIVED
MARTINDALE, KEN	NUMBER OF VOTES	155	RECEIVED
RAMIREZ, GIL	NUMBER OF VOTES	_____	RECEIVED
SCHERER, MIKE	NUMBER OF VOTES	700	RECEIVED
SCHROEDER, DENNIS	NUMBER OF VOTES	_____	RECEIVED

ISSUED UNDER MY HAND THIS 27TH DAY OF OCTOBER, 1987.

Gene Brewer

GENE BREWER
CHIEF APPRAISER
FORT BEND CENTRAL APPRAISAL DISTRICT

S.B 621, Section 6.03 (g) requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the Chief Appraiser, P.O. Box 5007, Sugar Land, Texas, 77487-5007, no later than November 16, 1987.

9

34 759

AS PER ORIGINAL

Alton B. Pressley
Fort Bend County Commissioner - Precinct 3
1809 Eldridge
Sugar Land, Texas 77478
494-1199

November 10, 1987

To: County Judge Stavinoha and Commissioners Court

Re: Fort Bend Central Appraisal District voting

It is requested that all votes entitled to Fort Bend County Precinct #3 be applied to Tony C. Cangelosi for Director of the Fort Bend Central Appraisal District.

Sincerely,

Alton B. Pressley

Alton B. Pressley
Commissioner - Pct. #3
Fort Bend County

ABP/js

AGENDA ITEM #10

760

AS PER ORIGINAL

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO OWNER: Ft. Bend County Commissioners Court
Hon. Jodie Stavinoha, County Judge
PO Box 368, Richmond, Tx. 77469

PROJECT: FT. BEND COUNTY COURTHOUSE ANNEX II

APPLICATION NO. 3

PERIOD TO: 10/31/87

OWNER
ARCHITECT
CONTRACTOR

FROM (CONTRACTOR): Lebco Constructors, Inc.
PO Box 771949
Houston, Texas 77215

VIA (ARCHITECT): DiStefano Architects
2500 City West Blvd. #2010
Houston, Texas 77042

ARCHITECT'S PROJECT NO.

CONTRACT DATE: July 20, 1987

CONTRACT FOR:

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: LEBCO CONSTRUCTORS, INC.

By: [signature] Date: 10/30/87

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

1. **ORIGINAL CONTRACT SUM**	$ 5,265,600.00
2. **Net change by Change Orders**	$ -0-
3. **CONTRACT SUM TO DATE** (Line 1 ± 2)	$ 5,265,600.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)	$ 469,980.00
5. **RETAINAGE:**	
a. 5 % of Completed Work (Column D + E on G703)	$ 23,499.00
b. ____ % of Stored Material (Column F on G703)	$
Total Retainage (Line 5a + 5b or Total in Column I of G703)	$ 23,499.00
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)	$ 446,481.00
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)	$ 268,657.00
8. **CURRENT PAYMENT DUE**	$ 177,824.00
9. **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)	$ 4,819,119.00

State of: Texas County of: Harris

Subscribed and sworn to before me this 30th day of October, 19 87

Notary Public: Constance Nivens

My Commission expires:

CONSTANCE NIVENS
Notary Public, State of Texas
My Commission Expires 8/20/91

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 ..... $ 177,824.

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Chris DiStefano Date: 11-5-87

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.

761

AS PER ORIGINAL

TSAI03 10/30/87 LEBCO CONSTRUCTORS PAGE 2

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 04

34

10/01/87 TO 10/31/87

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
1	GENERAL CONDITIONS	177,281	24,819	12,410		37,229	21	140,052	1,861
2	TESTING LABORATORY	20,000	800	5,200		6,000	30	14,000	300
3	DEMOLITION	16,257	16,257			16,257	100		813
4	DIRTWORK	23,588	15,332	5,897		21,229	90	2,359	1,061
5	TERMITE TREATMENT	712						712	
6	SITE CONCRETE	25,416						25,416	
7	ASPHALT PAVING	13,375						13,375	
8	BUILDING CONCRETE	752,430	112,865	67,718		180,583	24	571,847	9,029
9	REINFORCING	235,564	25,912	21,201		47,113	20	188,451	2,356
10	PRECAST PLANKS	16,217						16,217	
11	MASONRY	518,135						518,135	
12	STRUCTURAL STEEL	128,937		64,469		64,469	50	64,468	3,223
13	CARPENTRY	16,729						16,729	
14	MILLWORK & DOORS	106,032						106,032	
15	BUILT-UP ROOFING	98,937						98,937	
16	DAMPPROOFING/FLASHING	47,793						47,793	
17	HOLLOW METAL	13,229						13,229	
18	GLASS & GLAZING	191,947						191,947	
19	FINISH HARDWARE	73,000						73,000	
20	ALUM DOOR FRAMES	31,149						31,149	
21	DRYWALL	225,094						225,094	
22	LATH & PLASTER	2,911						2,911	
23	PAINTING	54,040						54,040	
24	ACCOUSTICAL CEILINGS	104,426						104,426	
25	RESILIENT FLOORING	87,263						87,263	
26	CERAMIC TILE	27,430						27,430	
27	MARBLE WORK	210,868						210,868	
28	SPRAY FIREPROOFING	4,073						4,073	
29	TOILET ACCESSORIES	10,502						10,502	
30	FLAGPOLES	2,065						2,065	
31	GRAPHICS	15,000						15,000	
32	DIRECTORY & SIGN	3,400						3,400	
33	FLOOR MATS	2,066						2,066	
34	MOVABLE PART. SHELVES	35,596						35,596	
35	APPLIANCES	4,105						4,105	
36	METAL SHELVING	5,000						5,000	
37	WIRE MESH PARTITION	1,230						1,230	
38	METAL LOUVERS	10,020						10,020	
39	FIRE EXTING./CABINET	1,743						1,743	
40	DROP BOX DOOR & FRAME	3,616						3,616	
41	FLOOR DOORS	733						733	
42	CARD ACCESS SYSTEM	14,537						14,537	
43	BLINDS	3,063						3,063	
44	PEDESTALS & BENCHES	11,101						11,101	
45	ELEVATORS	273,882						273,882	
46	H V A C	660,343						660,343	
47	AIR TEST & BALANCE	42,000						42,000	
48	PLUMBING	205,729	8,229	10,287		18,516	9	187,213	926
49	FIRE PROTECTION	103,486						103,486	
50	ELECTRICAL	544,623	10,892			10,892	2	533,731	545

AS PER ORIGINAL

762

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TSAI03 10/30/87 LEBCO CONSTRUCTORS PAGE 3

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 04

10/01/87 TO 10/31/87

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
51	PROJECTION SCREEN	2,143						2,143	
52	FEES/BOND/INSURANCE	86,784	67,692			67,692	78	19,092	3,385
	TOTAL COSTS	5,265,600	282,798	187,182	0	469,980		4,795,620	23,499
	JOB TOTALS	5,265,600	282,798	187,182	0	469,980	9	4,795,620	23,499

(11)

AS PER ORIGINAL 34 763

ORIGINAL DEPOSIT • WARRANT TREASURER'S OFFICE • FORT BEND COUNTY, TEXAS

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Dianne Wilson, County Clerk,

THE SUM STATED BELOW AND CREDIT TO ACCOUNT OF THE RESPECTIVE FUNDS NAMED HEREON.

AMOUNT RECEIVED $370.00 CASH _____ CHECK # 32938

DESCRIPTION:

Reimbursement to Ft Bend County for CETA EMP.
Ck from Palacious ISD

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	370.00	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 Nov. 12, 19 87

I have received from the above named person the sum of

three hundred & seventy & NO/100 ---------- Dollars ($ 370.00)

which I have this day accepted for deposit to the above mentioned fund.

N2 014455

Kathy Hynson
COUNTY TREASURER

Treasurer's Receipt

By Mary H. Whitlow
DEPUTY TREASURER

34 764

AS PER ORIGINAL

ORIGINAL DEPOSIT • WARRANT TREASURER'S OFFICE • FORT BEND COUNTY, TEXAS

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Dianne Wilson, County Clerk

THE SUM STATED BELOW AND CREDIT TO ACCOUNT OF THE RESPECTIVE FUNDS NAMED HEREON.

AMOUNT RECEIVED 6,450.00 CASH _____ CHECK # 347771

DESCRIPTION:

Reimbursement from City of Houston for Election 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	6,450.00	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 Nov. 12, 19 87

I have received from the above named person the sum of

Six Thousand Four Hundred Fifty & NO/100 ---------- Dollars ($ 6,450.00)

which I have this day accepted for deposit to the above mentioned fund.

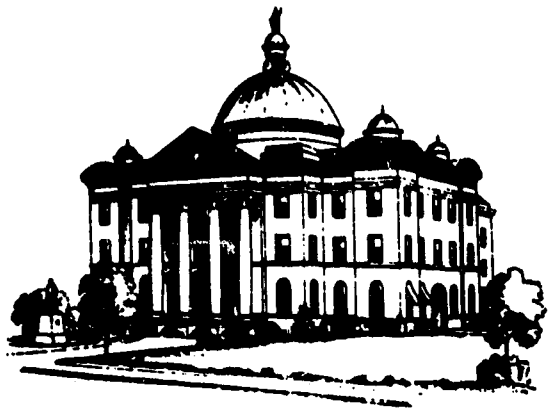
N2 014453

Kathy Hynson
COUNTY TREASURER

Treasurer's Receipt

By Mary H. Whitlow
DEPUTY TREASURER

Office of
Dianne Wilson
County Clerk



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

Richmond, Texas

County of Fort Bend

November 12, 1987

TO: Commissioners' Court
Agenda Item 11-16-87

Accept check in the amount of $6,450.00 from City of Houston as reimbursement for the November 3rd election per contract and rebudget into Election Fund 0045-3030.

Accept check in the amount of $370.00 from Palacios ISD as reimbursement for a clerical staff through the job training program and rebudget into County Clerk salary fund 0002-0200.

Sincerely,

Dianne W

Dianne Wilson
County Clerk

12. SET PUBLIC HEARING DATE FOR ACCEPTING MILLER RD. INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 3:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to set public hearing for December 7, 1987 at 10:00 to consider accepting Miller Rd. into the county road maintenance system in Precinct 3. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF 1988 MEMBERSHIP DUES IN THE AMOUNT OF $5,233.84 TO H-GAC FOR 1988:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve 1988 membership dues in the amount of $5,233. 84 to H-GAC for 1988. (Recorded in minutes in full)

14. CONSIDER DESIGNATING REPRESENTATIVES & ALTERNATES TO H-GAC'S GENERAL ASSEMBLY & BOARD OF DIRECTORS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to designate representative & alternates to H-GAC'S General Assembly & Board of Directors as follows: (Recorded in minutes in full)

Jodie Stavinoha - Board of Director
Bob Lutts - Alternate
Johnnie Pustka - General Assembly
Alton Pressley - Alternate

15. ADVERTISE FOR BIDS FOR ONE OR MORE NEW OR USED ½ TON PICKUPS, WITH 5-DAY DELIVERY, FOR ENGINEERING DEPT:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for new or used ½ ton pickups with 5-day delivery for Engineering Dept.

16. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE UNDER CINCO BLVD., WESTHEIMER PARKWAY ALONG MASON RD. IN PRECINCT 3:

Moved by Commissioner Lutts, 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 Cinco Blvd., Westheimer Parkway along Mason Rd. in Precinct 3. (Recorded in minutes in full)

17. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE UNDER & ALONG WINNER-FOSTER RD. IN PRECINCT 3:

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 Winner-Foster Rd. in Precinct 3. (Recorded in minutes in full)

18. TAKE ACTION ON BIDS TO PROVIDE JANITORIAL SERVICE FOR COURTHOUSE COMPLEX AND OTHER BUILDINGS (#87-89):

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 SERVICES for janitorial services for courthouse complex and other buildings for one year in the amount of $3,498.00 per month. (Recorded in minutes in full)

12

34 767

****

NEWSPAPER PUBLICATION ON PUBLIC HEARING

****

FOR: Meler Road in Richmond

CON

DATE: Dec 7

TIME: 10 AM

NEWSPAPER(S) ~~Minor~~ Herald-Coaster

BILL TO: County - Pct 3

AGENDA ITEM

INVOICE

HB

34 768

Houston-Galveston Area Council

PO Box 22777 • Three555 Timmons • Houston, Texas 77227 • 713/627-3200

DATE	INVOICE NO.
11/3/87	88-6.5

MEMBERSHIP DUES ASSESSMENT

COUNTIES

TO: Fort Bend County
Fort Bend County Courthouse
Richmond, Texas 77469

ATTENTION: County Judge Jodie Stavinoha

Description	Amount
FOR MEMBERSHIP DUES	
January 1, 1988 through December 31, 1988	
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.	
Due and Payable	$5,233.84

REMIT TO:

Houston-Galveston Area Council
3555 Timmons, Suite 500
P. O. Box 22777
Houston, Texas 77227

Attention: Sallie Sosa

DESIGNATION OF REPRESENTATIVE

HOUSTON-GALVESTON AREA COUNCIL

GENERAL MEMBERSHIP BODY

AND

BOARD OF DIRECTORS

1988

****

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 1988:

REPRESENTATIVE JODIE E. STAVINOHA, COUNTY JUDGE

ALTERNATE JOHNNIE PUSTKA, PRCT. 1 COMM.

REPRESENTATIVE BOB S. LUTTS, PRCT. 4 COMM.

ALTERNATE ALTON PRESSLEY, PRCT. 3 COMM.

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 1988:

REPRESENTATIVE JODIE E. STAVINOHA

ALTERNATE BOB S. 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 16th day of November 1987.

APPROVED:

Jodie E. Stavinoha

Commissioner's Court of

FORT BEND County

ATTEST:

Diane Wilson

34 16/770

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16th day of November, 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 November 9, 1987, permit no. 80860 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Lutts, seconded by Commissioner 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 Deadenberg
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. # 80860 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
Karl E. Baker, P. E.
Assistant Engineer

11/12/87
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

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
34 772

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80860

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
Cinco Blvd.	Cinco Blvd. @ Mason Road	90'	X			
Westheimer Pkwy.	Westheimer Pkwy. @ Mason 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
Mason Road	Harris & Ft. Bend Co. line	7,676' South	7,676 '

General Description

Begining on Mason Rd. at the Ft. Bend /Harris County line and proceeding in a southerly direction 7,676' at 3' from the west R.O.W. line. This proposed line includes making a bridge attachment, at the Cornerstone ditch at 5' from the top of the existing west banister. Also it includes, boring under Cinco Road and Westheimer Pkwy.

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 Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Kenny Smerek
(Signature)

NAME & TITLE Kenny Smerek Engineer
(Please Print)

DATE: November 9th, 1987
ADDRESS 24403 Roesner Rd., Katy, Tx. 77450
(Street/P.O. Box)

City State Zip

TELEPHONE NO: (713) 392-9700

34 773 #17

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16th day of November, 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 November 5, 1987, permit no. 80859 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner 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 Bracherberg
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 11/17

34 774

AS PER ORIGINAL

Appl. # 80859

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

Karl E. Baker, P.E.
Assistant Engineer

11/9/87
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

34 775

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 3
Key Map Ref. —
Notification No. 80859

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
WINNER-FOSTER	NORTH OF JONES CREEK	30'	xxx		
WINNER-FOSTER	SOUTH OF JONES CREEK	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
WINNER-FOSTER	NORTH OF JONES CREEK	EAST TO WEST	30'
WINNER-FOSTER	SOUTH OF JONES CREEK	EAST TO WEST	605'

GENERAL DESCRIPTION

PROPOSED BURIED CABLE WILL BEGIN AT A POINT NORTH OF JONES CREEK & EXTEND EAST TO WEST CROSSING WINNER-FOSTER THROUGH 30 BORE. ALSO 605' OF PROPOSED BURIED CABLE WILL BE PLACED ON THE SOUTH OF JONES CREEK.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required). The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the 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 ~~240~~ 280
Houston, Texas 77084

Telephone No.: 578-8781 Date: 11/5/87
Log No.: RR#10

18/1

ANNUAL CONTRACT TO PROVIDE JANITORIAL SERVICE FOR THE FORT BEND COUNTY COURTHOUSE COMPLEX AND OTHER FORT BEND COUNTY BUILDINGS
BID #87-89

COMPANY	MONTHLY BID PRICE FOR COURTHOUSE COMPLEX	
SOUTHWESTERN BUILDING SERVICES ✓ 7800 BISSONNET #145 HOUSTON, TX 77074	$3,498.00	
JANITORIAL SERVICE OF GREATER HOUSTON 1309 ALDINE MAIL ROUTE HOUSTON, TX 77039	$3,590.00	
JANI-KING 15510 E. LEKINGTON #319 SUGAR LAND, TX 77478	$4,410.00	
DARNELL'S ENTERPRISES P.O. BOX 741403 HOUSTON, TX 77274	$5,612.52	
A & M JANITORIAL SERVICE 809 CUB LANE ST. RICHMOND, TX 77469	$7,885.00	
SUNSHINE JANITORIAL 7001 CORPORATE DRIVE #120A HOUSTON, TX 77036	$2,900.00	DOES NOT MEET SPECIFICATIONS: NO CERTIFICATION (BID NOT SIGNED).
S & K'S ENVIRONMENTS 2820 STOLLE LA WHARTON, TX 77488	$3,585.00	DOES NOT MEET SPECIFICATIONS: NO REFERENCES SUBMITTED WITH BID.

19. CONSIDER AMENDING BID SPECIFICATION FOR FUELS:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered not to amend bid spec as previously approved. (Recorded in minutes in full)

21. APPROVE BILLS:

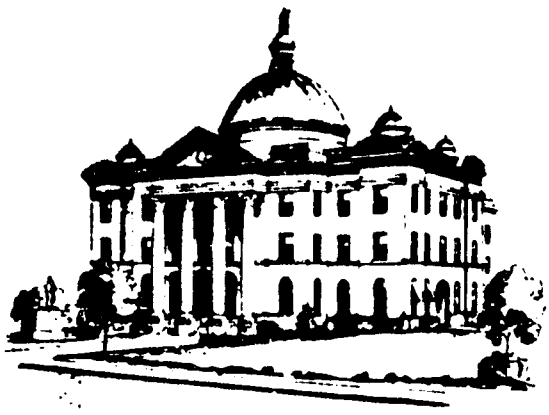
Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve bills as presented by County Auditor.

22. ADJOURNMENT:

Commissioners' Court adjourned Monday, November 16, 1987.

34 778/87 19)

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

November 12, 1987

TO: Each Member
Commissioners Court
Fort Bend County, Texas

RE: Item 19, Agenda, Fort Bend County Commissioners Court, November 16, 1987.

Gentlemen,

On Thursday November 12, 1987 we received two verbal complaints from Bosse Oil Co., about the requirement on the bids for gasoline and diesel that fuels be "pulled" from a terminal operated by one of the following suppliers: EXXON, SHELL, MOBIL, TEXACO, GULF/CHEVRON.

As a service to the Court I asked that an Agenda item be added: "Consider amending bid specifications for fuels".

Should the Court amend the specifications we are prepared to publish an addendum; this will however require an adjustment to the opening date from November 19, 1987 to November 23, 1987.

Copies of the bid specifications are attached for your consideration.

Thank you,

John J. Hammett

INVITATION FOR BIDS
GASOLINES FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT
(EXPIRES: 30 JUNE 1988)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 19 - 87	87-91	11 - 5 - 87	1	5

Sealed bids subject to the Terms and Conditions of this Invitation For Bids for the purchase of gasolines for Fort Bend County and Fort Bend County Drainage District as described in the attached specifications, 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., Thursday, November 19, 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, Fort Bend County is tax exempt. Submit bid on this form in its entirety (bids not submitted on this bid form will be discarded). 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.

BIDDER COMPLETE THE FOLLOWING

BY MY SIGNATURE HEREON I CERTIFY THAT THE GASOLINES WHICH I PROPOSE TO FURNISH MEET OR EXCEED ALL SPECIFICATIONS CONTAINED HEREIN. FURTHER I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AS REQUIRED IN THIS INVITATION FOR BIDS. I AM AWARE THAT, ONCE ACCEPTED, MY BID BECOMES A BINDING CONTRACT.

SIGNATURE OF PERSON AUTHORIZED TO CONTRACT FOR BIDDER _____ DATE _____

SIGNER'S TYPED NAME _____ TITLE _____ PHONE NUMBER _____

CONTACT PERSON'S TYPED NAME _____ TITLE _____ PHONE NUMBER _____

LEGAL NAME OF CONTRACTING COMPANY _____

COMPLETE MAILING ADDRESS _____ CITY AND STATE _____ ZIP CODE _____

COMPLETE STREET ADDRESS _____ CITY AND STATE _____ ZIP CODE _____

FBCPA FORM 103 (2 Oct 87)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 19 - 87	87-91	11 - 5 - 87	2	5

GASOLINES FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT

1. SCOPE: This bid shall be for use by all County facilities of Fort Bend County as well as Fort Bend County Drainage District.

2. TERM: This bid is for 7 months (1 December 1987 thru 30 June 1988).

3. INSURANCE: Bidder must provide proof of liability insurance in the minimum of $100,000/$300,000/$100,000.

4. 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.

5. PERFORMANCE BOND: A performance bond in the amount of $50,000.00 must be furnished by successful bidder within 13 calendar 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.

6. SUBCONTRACTING: No part of this bid shall be subcontracted to another party furnishing fuel without the written approval of the County.

7. CONTACT: For additional information contact Mr. Gilbert Jalomo, Assistant Purchasing Agent at 342-3411 extension 240.

8. VENDOR RESPONSIBILITIES: Contractor to be responsible for insuring constant availability of fuel and the absence of excessive water at the various pumps throughout Fort Bend County.

   a. Underground tank located at 307 Fort St., Richmond, Texas must be measured daily between the hours of 8:00 A.M. and 9:00 A.M. Vendor agrees to not contest cancellation of this contract if this requirement is not met on even a single occassion.

   b. On a recurring basis, frequency to be determined by the vendor, he shall measure the fuel at each location.

   c. If fuel is needed, vendor shall contact a County employee at that location for authorization to begin delivery. The County employee must provide to the vendor a Purchase Order number before delivery is made.

SIGNATURE OF AUTHORIZED PERSON:_____ DATE:_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 19 - 87	87-91	11 - 5 - 87	3	5

d. A single episode of the vendor permitting a tank to become empty shall be cause for Fort Bend County to cancel the bid.

e. Vendor is to use water indicating paste (Testmaster or equal) on the measuring stick each time fuel is measured in each tank. Any indication of water must be reported to Purchasing Agent (713-342-3411 x 240) immediately. Minor amounts of water in the tank will not preclude delivery.

9. QUALITY CONTROL: Fort Bend County reserves the right to catch samples and test fuels at time of delivery for specification compliance. Costs for tests shall be borne by the Contractor in the event product fails to comply. Samples may be taken from delivery truck at time of delivery in the presence of the driver or vendors representative. If an on-the-spot test indicates the fuel contains alcohol the delivery will not be accepted. Vendor remains responsible for insuring an uninterrupted supply of fuel to each location.

a. Fuel must contain no alcohol additives or extenders.

b. Fuels must meet all Colonial Pipeline Specifications.

c. Gasoline must contain an appropriate amount of "scrubber" additive TECHROLINE or equal.

d. Fuel must be "pulled" from a terminal operated by one of the following suppliers: EXXON, SHELL, MOBIL, TEXACO, GULF/CHEVRON.

e. Octane ratings must meet or exceed the following: Regular Leaded 89 octane; Regular Unleaded 87 octane; Premium Unleaded 92 octane.

10. DELIVERY: All delivered product shall be transferred only to County owned tanks as listed on the attachment. Delivery trucks shall be equipped with accurate measuring devices and quantities must be verifiable by County personnel upon completion of delivery. Contractor must be able to furnish certifications issued by the State of Texas which verify tank capacities on each truck. Deliveries shall be made on a measured gallon basis. Delivery ticket must reflect gallons delivered and temperature of fuel when delivered. Invoices must be adjusted to reflect a net gallon delivery corrected to 60 degrees Fahrenheit.

a. Vendor must have capability of one hour delivery in the event of an emergency.

b. 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

SIGNATURE OF AUTHORIZED PERSON:_____ DATE:_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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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.

c. All deliveries must be made and completed between 8:00 a.m. and 4:00 p.m., Monday thru Friday.

d. Vendor delivery vehicles shall meet or exceed all applicable EPA and OSHA rules and standards.

e. Fort Bend County reserves the right to add or delete delivery locations as needed.

11. 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 such total from outstanding invoices. Fort Bend County further reserves the right to cancel this contract at any time with 30 days written notice.

12. PROJECTED REQUIREMENTS FOR 6 MONTH PERIOD:

Regular Leaded Gasoline	22,500 gallons
Premium Unleaded Gasoline	227,500 gallons

The fuel usage quantities listed are estimated for a 6 month period. Fort Bend County does not guarantee that these amounts will be purchased.

13. PAYMENT BY FORT BEND COUNTY: County guarantees payment within 30 days after receipt of invoice by County Auditor.

14. PRICE: Vendors shall bid a fixed price differential above or below the AVERAGE price posted for that particular fuel in the OIL PRICE INFORMATION SERVICE (OPIS) PAD3 REPORT for Houston, Texas. The AVERAGE price may vary from week to week; however, the price differential (+ or -) must remain constant for the duration of the bid (December 1987 thru June 1988). In arriving at the invoice price the vendor shall apply the differential to the AVERAGE price shown on the PAD3 REPORT received Monday of the week during which delivery is made (NOTE: To avoid delay in payment please adhere to this provision to the letter).

BIDDER COMPLETE THE FOLLOWING:

PRICE BID (+ or -) OPIS PAD 3 AVERAGE FOR HOUSTON, TEXAS: REGULAR LEADED $_____; REGULAR UNLEADED $_____; PREMIUM UNLEADED $_____.

SIGNATURE OF AUTHORIZED PERSON:_____ DATE:_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 19 - 87	87-91	11 - 5 - 87	5	5

TANK CAPACITY BY GALLONS AT EACH LOCATION

DEPT/LOCATION	REGULAR LEADED	REGULAR UNLEADED	PREMIUM UNLEADED
Precinct #1 Commissioner 201 Payne Lane Crabb, Texas			4,000
Precinct #2 Commissioner 9110 Long Needville, Texas			1,000
Precinct #2 Commissioner 2725 FM 521 Fresno, Texas			500 300
Precinct #3 Commissioner 1809 Eldridge Sugar Land, Texas			1,000 1,000
Precinct #3 Commissioner 19310 Canal Rd. Richmond, Texas			8,000
Precinct #4 Commissioner 8100 Hwy 359 South Fulshear, Texas	1,000		1,000
Sheriff Department 1410 Ransom Rd. Richmond, Texas			4,000
Drainage District 6400 Homestead Rd. Rosenberg, Texas	1,000		1,000
Old Jail 307 S. Fort St. Richmond, Texas			1,000
Emergency Medical Service 4336 Hwy 36 Rosenberg, Texas			4,000
Sugar Creek Annex 1514 Parkway Blvd. Sugar Land, Texas			2,000 1,000

SIGNATURE OF AUTHORIZED PERSON:_____ DATE:_____

INVITATION FOR BIDS
DIESEL FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT
(EXPIRES: 30 JUNE 1988)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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Sealed bids subject to the Terms and Conditions of this Invitation For Bids for the purchase of diesel for Fort Bend County and Fort Bend County Drainage District as described in the attached specifications, 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., Thursday, November 19, 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, Fort Bend County is tax exempt. Submit bid on this form in its entirety (bids not submitted on this bid form will be discarded). 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.

BIDDER COMPLETE THE FOLLOWING

BY MY SIGNATURE HEREON I CERTIFY THAT THE DIESEL WHICH I PROPOSE TO FURNISH MEETS OR EXCEEDS ALL SPECIFICATIONS CONTAINED HEREIN. FURTHER I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AS REQUIRED IN THIS INVITATION FOR BIDS. I AM AWARE THAT, ONCE ACCEPTED, MY BID BECOMES A BINDING CONTRACT.

SIGNATURE OF PERSON AUTHORIZED TO CONTRACT FOR BIDDER _____ DATE _____

SIGNER'S TYPED NAME _____ TITLE _____ PHONE NUMBER _____

CONTACT PERSON'S TYPED NAME _____ TITLE _____ PHONE NUMBER _____

LEGAL NAME OF CONTRACTING COMPANY _____

COMPLETE MAILING ADDRESS _____ CITY AND STATE _____ ZIP CODE _____

COMPLETE STREET ADDRESS _____ CITY AND STATE _____ ZIP CODE _____

FBCPA FORM 103 (2 Oct 87)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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DIESEL FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT

1. SCOPE: This bid shall be for use by all County facilities of Fort Bend County as well as Fort Bend County Drainage District.

2. TERM: This bid is for 7 months (1 December 1987 thru 30 June 1988)

3. INSURANCE: Bidder must provide proof of liability insurance in the minimum of $100,000/$300,000/$100,000.

4. 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.

5. 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.

6. SUBCONTRACTING: No part of this bid shall be subcontracted to another party furnishing fuel without the written approval of the County.

7. CONTACT: For additional information contact Mr. Gilbert Jalomo, Assistant Purchasing Agent at 342-3411 extension 240.

8. VENDOR RESPONSIBILITIES: Contractor to be responsible for insuring constant availability of fuel and the absence of excessive water at the various pumps throughout Fort Bend County.

   a. On a recurring basis, frequency to be determined by the vendor, he shall measure the fuel at each location.

   b. Vendor is to use water indicating paste (Testmaster or equal) on the measuring stick each time fuel is measured in each tank. Any indication of water must be reported to Purchasing Agent (713-342-3411 x 240) immediately. Minor amounts of water in the tank will not preclude delivery.

   c. If fuel is needed, vendor shall contact a County employee at that location for authorization to begin delivery. The County employee must provide to the vendor a Purchase Order number before delivery is made.

SIGNATURE OF AUTHORIZED PERSON:_____ DATE:_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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d. A single episode of the vendor permitting a tank to become empty shall be cause for Fort Bend County to cancel the bid.

9. QUALITY CONTROL: Fort Bend County reserves the right to catch samples and test fuels at time of delivery for specification compliance. Costs for tests shall be borne by the Contractor in the event product fails to comply. Samples may be taken from delivery truck at time of delivery in the presence of the driver or vendors representative. If an on-the-spot test indicates the fuel contains alcohol the delivery will not be accepted. Vendor remains responsible for insuring an uninterrupted supply of fuel to each location.

   a. Fuel must contain no alcohol additives or extenders.

   b. Diesel fuel must meet ASTM Spec #2-D and have a minimum rating of 40 cetan.

   c. Fuels must meet all Colonial Pipeline Specifications.

   d. Diesel fuel must be pulled from a terminal operated by one of the following suppliers: EXXON, SHELL, MOBIL, TEXACO, GULF/CHEVRON.

10. DELIVERY: All delivered product shall be transferred only to County owned tanks as listed on the attachment. Delivery trucks shall be equipped with accurate measuring devices and quantities must be verifiable by County personnel upon completion of delivery. Contractor must be able to furnish certifications issued by the State of Texas which verify tank capacities on each truck. Deliveries shall be made on a measured gallon basis. Delivery ticket must reflect gallons delivered and temperature of fuel when delivered. Invoices must be adjusted to reflect a net gallon delivery corrected to 60 degrees Fahrenheit.

   a. Vendor must have capability of one hour delivery in the event of an emergency.

   b. 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.

   c. All deliveries must be made and completed between 8:00 a.m. and 4:00 p.m., Monday thru Friday.

   d. Vendor delivery vehicles shall meet or exceed all applicable EPA and OSHA rules and standards.

SIGNATURE OF AUTHORIZED PERSON:_____ DATE:_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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e. Fort Bend County reserves the right to add or delete delivery locations as needed.

11. 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 such total from outstanding invoices. Fort Bend County further reserves the right to cancel this contract at any time with 30 days written notice.

12. PROJECTED REQUIREMENT FOR 6 MONTHS:

No. 2 Diesel	200,000 gallons

The fuel usage quantity listed is estimated for a 6 month period. Fort Bend County does not guarantee that this amount will be purchased.

13. PAYMENT BY FORT BEND COUNTY: County guarantees payment within 30 days after receipt of invoice by County Auditor.

14. PRICE: Vendors shall bid a fixed price differential above or below the AVERAGE price posted for #2 diesel in the OIL PRICE INFORMATION SERVICE (OPIS) PAD3 REPORT for Houston, Texas. The AVERAGE price may vary from week to week; however, the price differential (+ or -) must remain constant for the duration of the bid (December 1987 thru June 1988). In arriving at the invoice price the vendor shall apply the differential to the AVERAGE price shown on the PAD3 REPORT received Monday of the week during which delivery is made (NOTE: To avoid delay in payment please adhere to this provision to the letter).

Selling price shall not include Federal excise tax or tax on diesel fuel. Fort Bend County is tax exempt.

PLEASE COMPLETE THE FOLLOWING:

PRICE BID (+ or -) OPIS PAD 3 AVERAGE FOR HOUSTON, TEXAS: #2 DIESEL
$_____.

SIGNATURE OF AUTHORIZED PERSON:_____DATE:_____

AS PER ORIGINAL

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 19 - 87	87-92	11 - 5 - 87	5	5

TANK CAPACITY BY GALLONS AT EACH LOCATION

DEPT/LOCATION	NO. 2 DIESEL
Precinct #1 Commissioner 201 Payne Lane Crabb, Texas	4,000 900 (overhead)
Precinct #2 Commissioner 9110 Long Needville, Texas	3,000
Precinct #2 Commissioner 2725 FM 521 Fresno, Texas	800 500
Precinct #3 Commissioner 1809 Eldridge Rd. Sugar Land, Texas	4,000
Precinct #3 Commissioner 19310 Canal Rd. Richmond, Texas	8,000
Precinct #4 Commissioner 8100 Hwy 359 South Fulshear, Texas	4,000
Drainage District 6400 Homestead Rd. Rosenberg, Texas	4,000

AUXILIARY GENERATORS

DEPT/LOCATION	NO. 2 DIESEL
George Memorial Library 1001 Golfview Dr. Richmond, Texas	1,100
Sheriff Department 1410 Ransom Rd. Richmond, Texas	

SIGNATURE OF AUTHORIZED PERSON:_____ DATE:_____

AS PER ORIGINAL

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 16th day of November, 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**********

Joyce Tompkins
County Auditor

Date: 11-16-87

Time Reconvened: _____

Time Adjourned or Recessed: _____

34 789-A

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

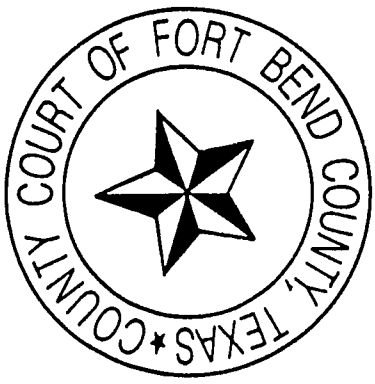
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 12, 19 88.

STARTING WITH
FILM CODE NO. 88vol.34pg.00725

ENDING WITH
FILM CODE NO. 88vol.34pg.789



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF JANUARY, 19 88.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 00790.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

OPEN BIDS
THURSDAY, NOVEMBER 19, 1987
1:30 P.M.

Commissioner Pustka opened the following bids:

1) OPEN BIDS FOR (1) GASOLINES FOR FORT BEND COUNTY & FORT BEND COUNTY DRAINAGE DISTRICT (#87-91); (2) DIESEL FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT (#87-92); (3) CONSTRUCTION OF A 71' LONG X 24' NOMINAL WIDTH BRIDGE ON WINNER-FOSTER RD. & JONES CREEK (BRA CANAL)-(#87-93):

Open bids for gasoline for Fort Bend County & Fort Bend County Drainage District:

The following bids were opened for review.

1) MIKE KROLCZYK, INC.

Open bids for diesel for Fort Bend County and Fort Bend County Drainage District:

The following bids were opened for review.

1) MIKE KROLCZYK, INC.

Open bids for construction of a 71' long X 24' nominal width bridge on Winner-Foster Rd. & Jones Creek (BRA Canal):

The following bids were opened for review.

1) BASS CONCRETE CO.
2) STEELE CONTRACTORS CO., INC.
3) TIDAL CONSTRUCTION
4) HATCHER CONSTRUCTION
5) LEECO ENTERPRISES

ADJOURNMENT:

Commissioners Court adjourned at 1:45 p.m., Thursday, November 19, 1987.

11-19 Thurs 1:30

BID ITEM: GASOLINE FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT 34 791

BID NUMBER: 87-91

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'406'$CATEGORY

VENDOR NAME		BID PRICE		
BERNSHAUSEN OIL CO.				
BOSSE OIL COMPANY				
CIRCLE OIL CO.				
MIKE KROLCZYK, INC. ✓	BID BOND ✓	~~$0.70 + TAX~~	reg. lead	$0.70 + TAX reg. unlead
SUGAR LAND BULK OIL CO.				

BID ITEM: DIESEL FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT

BID NUMBER: 87-92

AS PER ORIGINAL

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'406'$CATEGORY

VENDOR NAME	BID PRICE
BERNSHAUSEN OIL CO.	
BOSSE OIL COMPANY	
CIRCLE OIL CO.	
MIKE KROLCZYK, INC. ✓ BID BOND ✓	F.O.70
SUGAR LAND BULK OIL CO.	

AS PER ORIGINAL

BID ITEM: 71' LONG X 24' NOMINAL WIDTH BRIDGE ON WINNER FOSTER RD. AND JONES CREEK

BID NUMBER: 87-93

VENDORS NOTIFIED BY LETTER

COMPANY	Base BID PRICE	BID BOND
AARON BRUCE COMPANY		✓
BAASS CONCRETE CO. ✓	101,466.00	
BASS CONSTRUCTION CO., INC.		
CAGLE CONSTRUCTION CO., INC.		
CONTECH CONSTRUCTION PROD., INC.		
DMW CONSTRUCTION CO., INC.		
DRYMALL CONSTRUCTION CO.		
DERNEHL CONSTRUCTION, INC.		
E.B.L., INC.		
FREEPORT CONSTRUCTORS, INC.		
H.B. ZACHRY CO.		
HANNA CONSTRUCTION CO.		
HENRY BROTHERS, INC.		
KING CONSTRUCTION MATERIALS		
R. JOSEPH AND COMPANY		
R & W CONSTRUCTION		
SHB BUILDERS, INC.		
SOUTHWEST CONCRETE CONST., INC.		
STAR CONCRETE CONSTRUCTION		
STEELE CONTRACTORS CO., INC. ✓	75,709.71	✓
STOCKTON BRIDGE CO.		
STUBBS OVERBECK & ASSOC., INC.		
SUMCO, INC.		
UNDERWOOD CONSTRUCTION, INC.		
US DESIGN AND CONSTRUCTION CORP.		
FT. BEND CHAMBER OF COMMERCE		
ROSENBERG/RICHMOND CHAMBER OF COMMERCE		
ZACK BURKETT CO.		
BAYOU CONTRACTING		
TIDAL CONST. ✓	83,000	✓
SG&R CONST.		
HATCHER CONST. ✓	115,320.	✓
LEECO ENTERPRISES ✓	64,850.	✓

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 12, 19 88.

STARTING WITH
FILM CODE NO. 88vol.34pg.00790

ENDING WITH
FILM CODE NO. 88vol.34.pg 00793

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF JANUARY, 19 88.

STARTING WITH VOLUME NUMER 34 PAGE NUMBER 00794.

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, NOVEMBER 23, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of November 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. Jack Hodson, Fort Bend Chamber of Commerce, re: request resolution in support of local procurement.

7. Sheriff Gus George, re: (1) accept $47.50 from Larry Carrion as payment for impounded livestock & rebudget; (2) authorize payment of $10 to Dep. R. L. Stasney for impounded livestock expenses.

8. Consider request from Children's Protective Services to amend budget.

9. Consider retaining ad valorem tax on boats, aircraft and recreational vehicles not used for business purposes.

10. Set date of public hearing to change name of Magnolia Drive to K. C. Road in Precinct 1.

11. Accept restitution check in the amount of $5,000 and rebudget into District Attorney's professional fees & services line item.

12. Consider increasing the County Clerk's change fund from $240 to $500 (funds available).

13. Consider agreement for watchman at Prct. 3 maintenance facility.

14. Transfer funds to Employee Benefit Fund.

15. Consider application from City of Houston to regrade lateral to Ditch "B" and collector ditch on Ditch "B" in Precinct 3.

16. Consider accepting streets in Woodstream, Sec. 4, into the County road maintenance system in Precinct 4.

17. Daniel Kosler, E.M.S. Director, re: request to advertise for bids for 2 vehicles ('88 funds).

18. Take action on the following bids: (1) Five or more new facsimile machines (#87-90); (2) Gasoline for Fort Bend County & Drainage District (#87-91); (3) Diesel for Fort Bend County & Drainage District (#87-92); (4) Construction of a 71' long x 24' nominal width bridge on Winner Foster Rd. & Jones Creek (BRA Canal)-(#87-93).

19. 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.

20. 1:30 p.m. - Open bids for the following: (1) Fence for Landfill (#87-94); (2) One or more new or used offset printing press (#87-95).

21. Approve bills.

22. Adjournment.

FILED FOR RECORD
TIME 2:30 A.M. P.M.
NOV 19 1987
Diane Wilson
County Clerk, Fort Bend Co., Tex

23

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, Courthouse & glass doors, Annex, Richmond, Tex. on 11-19-87 at 2:40 p.m. by D. Landry.

22

AS PER ORIGINAL

Addendum to Agenda
of Monday, November 23, 1987

Fort Bend County Commissioners Court
Courthouse Annex, Richmond, Texas
9:00 O'Clock A.M.

The following item(s) should be added to the Commissioners Court Agenda of Monday, November 23rd:

SET PUBLIC HEARING FOR REPLAT OF RESERVE "B" IN THE KINGS LANDING SUBDIVISION IN PRECINCT 3.

FILED FOR RECORD
TIME 8:55 A.M. P.M.

NOV 20 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 doors, Courthouse Annex, Richmond, Texas on Friday, November 20, 1987 at 9:00 a.m. by D. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 23RD day of NOVEMBER, 1987 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

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

With Commissioner Pustka absent for vote.

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

1. APPROVE MINUTES OF MEETING OF NOVEMBER 11, 1987:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of November 11, 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 PURCHASING, JUVENILE PROBATION and SHERIFF. (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 requests for the following departments.

LIBRARY
SHERIFF
COUNTY CLERK

5. REVIEW FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept for record the fee officers' monthly reports for October 1987. (Recorded in minutes in full)

6. MR. JACK HODSON, FORT BEND CHAMBER OF COMMERCE, RE: REQUEST RESOLUTION IN SUPPORT OF LOCAL PROCUREMENT:

A Resolution in support of local procurement was presented by Jack Hodson, Manager, Fort Bend Chamber.

Court action at a later date.

34 797 3

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:

Sheriff DEPT. LINE ITEM		ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
10 50 0027 6025	Automobiles	112,000.00	106,929.28	(5,070.72)
10 50 0027 6026	Radios	6,000.00	4,611.13	(1,388.87)
10 50 0027 1010	Property & Equipt.	31,998.00	38,457.59	6,459.59

DATE: 11/18/87

DEPARTMENT HEAD: _____
GUS GEORGE, SHERIFF

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 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.	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
JUVENILE PROBATION			
PROP. & EQUIP.LINE ITEM 10-50-0018-1010	$759.93	$459.93	($300.00)
CONF., SEMINARS,TRAINING 10-50-0018-0701	$109.83	$409.83	$300.00

DATE: November 18, 1987

DEPARTMENT HEAD: Dennis A. McGee

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 1987

On this the 23RD day of NOVEMBER, 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. PURCHASING 0053 / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
0701 CONFERENCES	1970.00	1405.00	(-565.00)
1010 PROPERTY & EQUIPMENT	3102.00	3572.00	+470.00
0700 TRANS & TRAVEL	2800.00	2895.00	+95.00

DATE: 11 - 19 - 87

DEPARTMENT HEAD: JOHN J. HAMMETT

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:

Deputy Larry Riendeau to attend

Period: Date of Departure 12/2/87 a.m.

Date of Return 12/4/87 p.m.

Purpose of Trip: attend three-day seminar on "The Criminally Insane Offender" sponsored by the Austin State Hospital

Places to be Visited: Austin, Texas

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

Thomas J Sarkman
Name

11/20/87
Date

Captain
Title

* *

Approved: Commissioners' Court

J Stavinoha
County Judge

11-23-87
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 accompanied by the following persons:

Shirley Davis
Jan Easley

Period: Date of Departure 12/8 OR 12/9 ~~OR~~

Date of Return Same day

Purpose of Trip: Testify before Sec of State on our election equipment for certification

Places to be Visited: Austin

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

D Wilson
Name

11-19-87
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

11-23-87
Date

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

RECEIVED
NOV 19 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 Rybak

Period: Date of Departure December 2, 1987

Date of Return December 2, 1987

Purpose of Trip: To attend a National Notary Association Seminar.

Places to be Visited: Holiday Inn Crowne Plaza, Houston, Texas

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

Ram. S. Bahally
Name

11-20-87
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

11-23-87
Date

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

RECEIVED
NOV 19 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:

Mary Bennett

Ruth Jarmusz

Sylvia Powers

Carol Vaughan

Period: Date of Departure December 3, 1987

Date of Return December 3, 1987

Purpose of Trip: To attend a workshop on "How To Plan Good Programs; How To Write Successful Proposals".

Places to be Visited: Sterling Municipal Library, Baytown, Texas

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

Roman S. Bchadl
Name

11-19-87
Date

County Librarian
Title

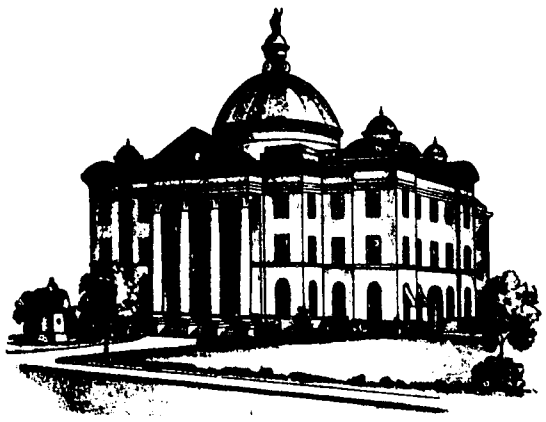
* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

11-23-87
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

November 16, 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 October, 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 breakdown of the fees paid by the Tax Collector in October is attached to this letter:

The following is the criminal and civil case report for the JPs for the month of October, 1987:

JP # OF CASES:		New	Old	Dismissed	Paid	Open	Civil Cases Filed
JP 1	Geick	441	2497	96	360	2482	65
JP2-1	Molina	307	722	95	314	620	80
JP2-2	Fredrickson	344	710	98	266	690	5
JP3	Stahl			report not submitted on time			
JP4	Adolphus	292	2,376	95	145	2,428	29

The October report of Justice of the Peace Pct 3, Judge Stahl was not submitted in time to be included with this report.

The shortage in Justice of the Peace Pct 4, Judge Adolphus has not yet been resolved and the Fee Officer Account is still due $645.25, plus the change fund of $50.00.

The following figures are for the September reports which were not submitted on time last month.

Criminal Cases							Civil Cases		Total to	Total to
September		New	Old	Dismissed	Paid	Open	Amount	New	Amount	Gen'l Fund	Misc & Refund
JP 1	Geick	612	2366	159	322	2497	$19,176.50	32	$1,360.00	$14,946.51	$5,589.99
JP 3	Stahl	193	2087	79	108	2093	$ 5,233.76	32	$2,337.50	$ 5,778.68	$1,792.58

We want to take this opportunity to express our appreciation and commend all the Fee Officers who turned in their monthly reports in on or before the due date. In spite of all the new fees, new laws and increased work load it appears that most of the offices are adjusting well and complying with the prescribed procedures. Thank you.

We recommend that these reports be approved subject to completion 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 October, 1987 be approved as recommended by the County Auditor in her letter of November 6, 1987.

Jodie Stavinoha, County Judge
Sam Dick, District Attorney
Dianne Wilson, County Clerk
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
Dave Roden, Constable Pct. 1
W.C. Todd, Constable Pct. 2
Robert Parker, Constable Pct. 3
Richard P. Pring, Constable Pct. 4

Yours very truly,

Joyce

Joyce Tompkins,
County Auditor

JT:DM:dm

FEE OFFICERS REPORT TO COMMISSIONERS COURT
OCTOBER 1987

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED
County Clerk	Civil	73,460.27				
	Criminal	51,781.50	82,432.02	23,434.75	19,375.00	125,241.77
District Clerk	Civil	46,447.82				
	Criminal	13,346.00	28,925.12	8,388.00	22,823.70	60,136.82
Tax Collector	See Letter	68,692.46	68,692.46			68,692.46
District Atty.***	Bad Check Fees	3,832.65			3,832.65	3,832.65
Sheriff	Criminal	26,287.79	8,223.79		18,064.00	26,287.79
J.P. #1	Civil	2,806.00				
	Criminal	16,907.00	15,764.00		3,949.00	19,713.00
J.P. #2-1	Civil	3,429.50				
	Criminal	15,924.50	14,779.00		4,575.00	19,354.00
J.P. #2-2	Civil	194.00				
	Criminal	17,217.00	13,111.50		4,299.50	17,411.00
J.P. #3	Civil					
	Criminal	REPORT NOT SUBMITTED				0.00
J.P. #4	Civil	1,366.00				
	Criminal	11,836.40	10,319.90		2,882.50	13,202.40
Constable #1	Civil	12,765.74	3,493.94		9,271.80	12,765.74
Constable #2	Civil	2,140.00	2,140.00			2,140.00
Constable #3	Civil	8,591.32	8,004.50		586.82	8,591.32
Constable #4	Civil	2,384.00	1,910.26		473.74	2,384.00
TOTAL		379,409.95	257,796.49	31,822.75	90,133.71	379,752.95

* 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;

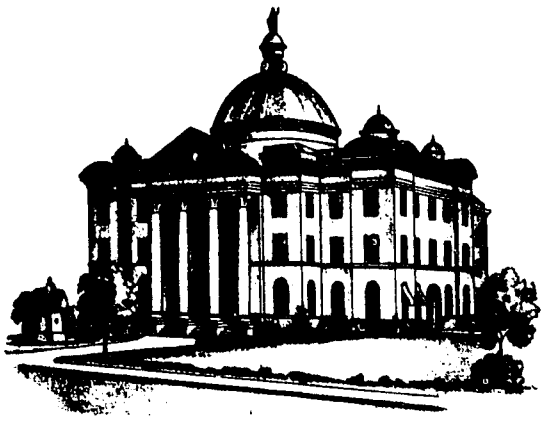
** County Revenues deposited into the Road & Bridge Fund.

*** 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.

F B COUNTY TAX/COLLECTOR SEPTEMBER 1987 FEES & INTEREST

HIGHWAY FEES	.....	$0.00	
	TOTAL HIGHWAY FEES_____		$0.00
PROPERTY TAX COMMISSIONS			
	JULY. 1986....	$0.00	
	AUG 1987.....	$4.56	
	SEPT. 1987....	$1,729.08	
	OCT. 1987.....	$834.29	
	TOTAL COMMISSIONS_____		$2,567.93
TAX CERTIFICATES - AUGUST		$650.00	
MUD CERTIFICATES - SEPTEMBER		$422.00	
	TOTAL COMMISSIONS_____		$1,072.00
ROAD AND BRIDGE - OCT 1987		$44,566.65	
	TOTAL ROAD & BRIDGE_____		$44,566.65
TITLES - MOTOR VEHICLES.....		$12,815.00	
	TOTAL TITLES_____		$12,815.00
BEER AND LIQUOR - SEPT 1987.....		$3,949.00	
	TOTAL BEER & LIQUOR_____		$3,949.00
INTEREST EARNED - SEPT 1987.....		$3,721.88	
REPO INVESTMENT.....		$0.00	
	TOTAL INTEREST_____		$3,721.88
	GRAND TOTAL FEES_____		$68,692.46



JOYCE TOMPKINS *COUNTY AUDITOR*

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

November 16, 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 October, 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 would like to take this opportunity to thank all the Non-Fee Officers for getting their reports in on or before the due date this month, and also for complying with all the reporting and depositing procedures.

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 October, 1987 be approved as recommended by the County Auditor in her letter of November 16, 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
Wopie Solomon, Indigent Care
Jeanette L. Hartfiel, Fairgrounds Secretary
A. E. "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Ronald Drachenberg, Interim County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Joyce

Joyce Tompkins,
County Auditor

AUDITOR'S FORM 1054

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

OCTOBER, 1987

CHILD SUPPORT	2,820.00
HEALTH AND SANITATION	2,673.00
AMBULANCE	8,322.37
ANIMAL CONTROL	2,362.00
SANITARY LANDFILL	138,356.86
LIBRARIES	4,522.77
INDIGENT CARE	148.00
FAIRGROUNDS	4,612.50
ADULT PROBATION (FUND 99)	48,368.10
JUVENILE PROBATION	2,629.00
COUNTY ENGINEERING	955.00
BAIL BOND BOARD	0.00
TOTAL FOR THE MONTH	215,769.60

AGENDA ITEM
#6

FORT BEND CHAMBER OF COMMERCE
October 6, 1987

RESOLUTIONS

WHEREAS, the Commissioners Court of Fort Bend County is on record as supporting the economic development of the County and the businesses located in the County so that the residents of the County may be better served and the County may grow in accordance with its ability, and;

WHEREAS, in order to support the economic development of the County and the businesses located therein the Commissioners Court of Fort Bend County believes that the County should support such businesses by providing such businesses the opportunity and the ability to conduct business with the County and that the County should direct its efforts in support of such businesses by purchasing its supplies, goods, equipment and serivces from the businesses located within the Fort Bend County trade area, and;

WHEREAS, in order to more fully effectuate such support the County Judge and the County Commissioners desire and direct that all County departments cooperate with this effort by coordinating and cooperating with the Fort Bend Chamber of Commerce and the Rosenberg/Richmond Area Chamber of Commerce to initiate a study of the ways to encourage local businesses to enter into the bidding and proposal process with the County; that all bids and proposals that are submitted to the Commissioners Court of Fort Bend County include a statement of benefits to Fort Bend County and that advance notice of bids or requests for proposals be provided to Fort Bend Chamber of Commerce and the Rosenberg/Richmond Area Chamber of Commerce as soon as possible, but where feasible, no less than thirty (30) days before such bids or proposals are due, and that where feasible, appropriate and lawful that the County give preference to those businesses which are located within the jurisdiction of the Fort Bend County trade area, and;

WHEREAS, the County Judge and County Commissioners of Fort Bend County finds that adoption of the following Resolution is in the public interest and the best interest of Fort Bend County and intending in this Resolution to exercise any and all government powers of whatsoever nature vested in it by law:

NOW THEREFORE, BE IT RESOLVED, that all of the department heads of Fort Bend County and the Purchasing Agent are instructed to coordinate and cooperate with the Fort Bend Chamber of Commerce and Rosenberg/Richmond Area Chamber of Commerce in the creation and implementation of a study of ways to encourage local businesses to enter into the bidding and proposal process with the County, that all bids and proposals that are submitted to the Commissioners Court include a statement of benefits to Fort Bend County and further that the department heads of Fort Bend County and the Purchasing Agent implement and participate in a seminar or conference sponsored by the Fort Bend Chamber of Commerce and Rosenberg/Richmond area Chamber of Commerce which shall provide information on the proper manner and method of doing business with the County and all bidding and proposal rules and regulations, such seminar to include such department heads as will be necessary to accomplish such purpose.

BE IT FURTHER RESOLVED, that the County Judge and all department heads implement rules and regulations consistent with applicable state law requiring that preference be given to the businesses which are located within the County or which include in their primary trade area Fort Bend County.

BE IT FURTHER RESOLVED, that the Purchasing Agent and all department heads provide to Fort Bend Chamber of Commerce and Rosenberg/Richmond Area Chamber of Commerce, where feasible and practicable, a minimum of thirty (30) days advance notice of all contracts or proposal for bids.

PASSED AND APPROVED, this the _____ day of _____, 1987.

ATTEST:

_____ _____
COUNTY CLERK COUNTY JUDGE

7. SHERIFF GUS GEORGE, RE: (1) ACCEPT $47.50 FROM LARRY CARRION AS PAYMENT FOR IMPOUNDED LIVESTOCK & REBUDGET; (2) AUTHORIZE PAYMENT OF $10 TO DEP. R.L. STASNEY FOR IMPOUNDED LIVESTOCK EXPENSES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve all of the above as presented. (Recorded in minutes in full)

8. CONSIDER REQUEST FROM CHILDREN'S PROTECTIVE SERVICES TO AMEND BUDGET:

Postponed

9. CONSIDER RETAINING AD VALOREM TAX ON BOATS, AIRCRAFT AND RECREATIONAL VEHICLES NOT USED FOR BUSINESS PURPOSES:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until December 7, 1987.

10. SET DATE OF PUBLIC HEARING TO CHANGE NAME OF MAGNOLIA DRIVE TO K.C. ROAD IN PRECINCT 1:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing date for December 21, 1987 at 10:00 a.m. to consider changing name of Magnolia Drive to K.C. Road in Precinct 1. (Recorded in minutes in full)

11. ACCEPT RESTITUTION CHECK IN THE AMOUNT OF $5,000 AND REBUDGET INTO DISTRICT ATTORNEY'S PROFESSIONAL FEES & SERVICES LINE ITEM:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept $5,000 restitution and rebudget into District Attorney's line item 0012-4010, Fees & Services. (Recorded in minutes in full)

12. CONSIDER INCREASING THE COUNTY CLERK'S CHANGE FUND FROM $240 TO $500 (FUNDS AVAILABLE):

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve County Clerk's change fund from $240 to $500. Funds to come from Office Supplies, line item 0002-1062. (Recorded in minutes in full)

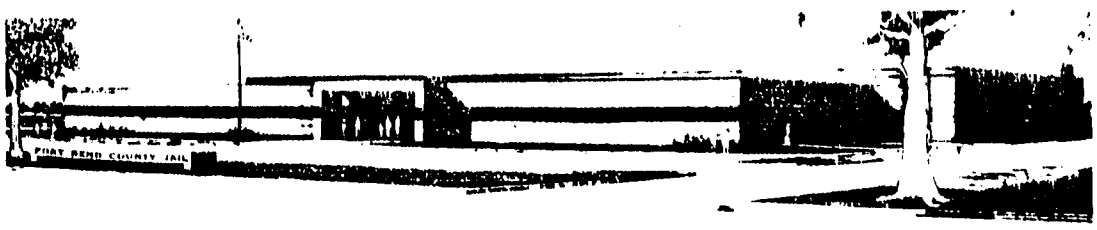
13. CONSIDER AGREEMENT FOR WATCHMAN AT PRCT. 3 MAINTENANCE FACILITY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to extend current contract for another year between Jerry Salmons and Fort Bend County Precinct #3. (Recorded in minutes in full)

14. TRANSFER FUNDS TO EMPLOYEE BENEFIT FUND:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to transfer $200,000.00 from Contingency Fund - an emergency is declared, to Employee Benefit Fund to cover remaining 1987 as presented by Kathy Hynson, County Treasurer.

STATE OF TEXAS COUNTY OF FORT BEND



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

November 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(s) be included on the Commissioners' Court Agenda for Monday, November 23, 1987.

1) Accept cash money in the amount of $47.50 from Larry Carrion 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 feeding and care of impounded livestock per attached quotation.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Mrs. Joyce Tompkins, County Auditor
Mrs. Kathy Hynson, County Treasurer

34 813

AS PER ORIGINAL

QUOTATION

Inquiry No. 87-11-0105

From
Deputy Ronnie Stasney
Fort Bend County Sheriff's Department
Richmond, Texas 77469

Date 11/9/87

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
11/9/87	Catch Fee for One Gelding Horse belonging to Larry Carrion	$37.50	
	Care and Feeding for one day at $10.00 Per Day	10.00	
	TOTAL	$47.50	

TOPS FORM 3468 LITHO IN U.S.A.

By
Ronnie Stasney

11/12

AS PER ORIGINAL AGENDA ITEM 9 (11-23)

TEXAS ASSOCIATION OF COUNTIES

34 814

P. O. Box 2131, Austin, Texas 78768

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

Sam D. Seale, Executive Director

November 5, 1987

NOV 9 1987

COUNTY JUDGE

The Honorable Jody Stavinoha
Fort Bend County Judge
500 Jackson, Rm. 103
Richmond, Texas 77469

Dear Judge Stavinoha:

Last Tuesday, the voters of Texas passed a Constitutional Amendment that could have a substantial impact on your county's tax rolls.

As you know, any exemption from ad valorem taxation shifts the tax burden to other taxpayers. Proposition 10, which passed by less than two percent statewide, exempts boats, aircraft, and recreational vehicles from ad valorem taxation and thus could increase taxes for your county's homeowners and other property owners unless your commissioners court takes immediate action.

Under the new amendment, counties are allowed to continue to tax this exempted property if your commissioners court passes an order retaining the taxing authority over this property at its appraised value or at a percentage of its appraised value. We suggest that you do this immediately. Once the order is passed and a certified copy of the court minutes is presented to the central appraisal district and your tax assessor-collector before December 31, 1987. You may then continue to levy taxes on this property in 1988. Although April 1, 1988 is the absolute deadline for adopting a commissioners court order, we strongly recommended that you do so immediately in order to not lose the 1988 valuation.

After initial action is taken to the property, your commissioners court may decrease the percentage of appraised value at which the property is taxed, but may not increase that percentage.

We urge you to take action as soon as possible on these exemptions to preserve local control over your county's tax base. Nothing in this amendment prohibits you from offering these exemptions as an economic development incentive in the future. However, if you do not take positive action to keep these goods on the tax rolls now, their taxable value will be lost to you forever.

TEXAS ASSOCIATION OF COUNTIES 1987 BOARD OF DIRECTORS

Bill Melton
President
Dallas County Treasurer

Bill Young
1st Vice President
Dickens County Judge

James Dinkins
2nd Vice President
Montgomery County J.P.

Joe Berry
Angelina County
Commissioner

Win Brown
Midland County
Commissioner

Frank Carmona
Galveston County
Commissioner

Keith Collier
Scurry County
Sheriff

Ray Cornett
Brazoria County
Tax Assessor-Collector

Bud Curington
Navarro County
District Clerk

Beatrice Langehennig
Mason County
County and District Clerk

Dick Moore
Harris County
Constable

Bill Rust
Travis County
Auditor

Hunter Schuehle
Medina County
Attorney

Adolph Thomae
Cameron County
Commissioner

Ray Alaniz (NACo)
Starr County
Commissioner

Bob Eckels (NACo)
Harris County
Commissioner

Oscar Soliz (NACo)
Nueces County
District Clerk

Also in an unrelated matter, it has come to our attention that the County Road and District Highway Fund (lateral road fund) allocation procedures have been changed. During the last special session of the State Legislature, a delay in the allocation from October 1 to December 1 was approved to help ease the state's cash flow problems. Consequently, the money allocated for your county should arrive shortly after December 1 (just in time for Christmas!).

If you have any question about any of these matters, please feel free to contact Ken King or myself at any time.

Yours very truly,

Sam

Sam D. Seale
Executive Director

SDS:mby

10/34 816

****

NEWSPAPER PUBLICATION ON PUBLIC HEARING

****

FOR: Magnolia Dr

DATE: 12-21-87

TIME: 10 AM

NEWSPAPER(S) Herald-Courier

BILL TO: County

///

11

34 817

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

November 20, 1987

Honorable Jodie Stavinoha
County Judge
Commissioners' Court
Ft. Bend County, Texas
Annex
Richmond, Texas 77469

Gentlemen:

Pursuant to a court order in the case styled The State of Texas vs. Donald W. Bankston, Cause No. 15,186-A, the defendant was ordered to pay restitution to the Ft. Bend County Criminal District Attorney's office in the amount of $5,000.00. This amount was for attorney's fees for a special prosecutor hired to prosecute this case. Please fund this amount back into our line item 1050 0012 4010 for Professional Fees and Services.

Thank you for your attention to this matter.

Sincerely,

Sam W. Dick

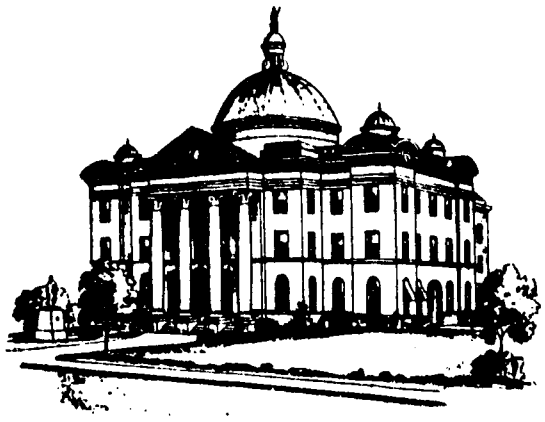
SWD/bd
cc: Dianne Wilson

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

file copy
#12

34 818

Office of
Dianne Wilson
County Clerk



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

Richmond, Texas

County of Fort Bend

November 20, 1987

Commissioners Court
Agenda November 23, 1987

Request the County Clerk's change fund be increased from $240.00 to $500.00 due to increased activity.

Currently I have two cash terminals in the ofice with an $80.00 change fund each, and a $40.00 change fund for each court totaling $240.00. We are having to go to the bank at least twice a day for change which is causing delay and increase liability. I do not allow personal checks to be cashed and up to $1.00 change for the vending machines is allowed.

Article 1630 (c) VTCS states that a change fund of $100.00 may be permitted by Commissioners court of a county under 600,000. Since I have been in office (1983) the County Clerk has had a change fund of $240.00. This is no longer adequate with the increased fees, copies and recordings.

Therefore, I am requesting the change fund be increased and money transferred out of office supply (1062) immediately.

Sincerely,

Dianne Wilson

Dianne Wilson

cc: Joyce Tompkins, County Auditor

11-23 #13

34 819

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, 1987, and terminating on November 30, 1988, 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

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

Date: 11-23-87

ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

Jeffrey W. Salmond
WATCHMAN

Date: 23 Nov. 87

15. CONSIDER APPLICATION FROM CITY OF HOUSTON TO REGRADE LATERAL TO DITCH "B" AND COLLECTOR DITCH ON DITCH "B" IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from City of Houston to regrade lateral to Ditch "B" and collector ditch on Ditch "B" in Precinct 3. (Recorded in minutes in full)

16. CONSIDER ACCEPTING STREETS IN WOODSTREAM, SEC. 4 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 the following streets in Woodstream, Sec. 4 into the county road maintenance system:

Dew Point Ln.	768 ft.	Stillwater Ln.	240 ft.
Rushwood Ln.	506 ft.	Woodsage Dr.	479 ft.
Oak Branch Ln.	750 ft.	Brookbend Ln.	694 ft.
Parkwood Ln.	969 ft.		

17. DANIEL KOSLER, E.M.S. DIRECTOR, RE: REQUEST TO ADVERTISE FOR BIDS FOR 2 VEHICLES ('88 FUNDS):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for 2 vehicles.

18. TAKE ACTION ON THE FOLLOWING BIDS: (1) FIVE OR MORE NEW FACSIMILE MACHINES (#87-90); (2) GASOLINE FOR FORT BEND COUNTY & DRAINAGE DISTRICT (#87-92); (3) DIESEL FOR FORT BEND COUNTY & DRAINAGE DISTRICT (#87-92); (4) CONSTRUCTION OF A 71' LONG X 24' NOMINAL WIDTH BRIDGE ON WINNER FOSTER RD. & JONES CREEK (BRA CANAL) - (#87-93):

Take action on the five or more new facsimile machines:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to MINOLTA BUSINESS SYSTEM for five facsimile machines in the amount of $1,846.50 each. (Recorded in minutes in full)

Take action on gasoline for Fort Bend County & Drainage District:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pressley voting to abstain, the Commissioners' Court finds that the best bid be awarded to MIKE KROLCZYK, INC. for gasoline for Fort Bend County and Drainage District. (Recorded in minutes in full)

Take action for diesel for Fort Bend County & Drainage District:

Moved by Commissioner Denham, Seconded by Commissicner Lutts, duly put and carried, with Commissioner Pressley voting to abstain, the Commissioners' Court finds that the best bid be awarded to MIKE KROLCZYK, INC. for diesel for Fort Bend County & Drainage District. (Recorded in minutes in full)

Take action on construction of a 71' long X 24' nominal width bridge on Winner Foster Rd. & Jones Creek (BRA Canal):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to LEECO ENTERPRISES, in the amount of $64,850.00 for construction of a 71' long X 24' nominal width bridge on Winner Foster Rd. and Jones Creek. (Recorded in minutes in full)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 23rd day of November, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of City of Houston dated November 12, 1987, permit no. 80861 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bachorley
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. # 80861

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

November 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

_____ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

No bond required.

34 824

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 808601

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
Ditch B	At centerline of 40' drainage easement.	70' ±	opencut			

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

Regrade 40' drainage easement from Court Road to North Collector Ditch of Ditch B.

Regrade North Collector Ditch of Ditch B 300' each side of 40' drainage easement.

E Inlet and 24" outfall pipe from North Collector Ditch of Ditch B to 12" above FL of Ditch B.

The location and description of the proposed installation and appurtenances is more fully shc 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: 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 Water Engineering
(Please Print)

DATE: November 12, 1987
ADDRESS P.O. Box 1560
(Street/P.O. Box)

Houston, Texas 77251
City State Zip

TELEPHONE NO: 713-247-3280

Project #9587
WP 0230 (Sheets 1,2 & 3)
GFL

AS PER ORIGINAL 34 825
RECEIVED OCT 30 1987

COUNTY OF FORT BEND

#16

Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

October 29, 1987

Commissioner Bob Lutts
Fort Bend County Precinct #4
P. O. Box 187
Fulshear, Texas 77441

RE: Woodstream, Section 4

Dear Commissioner Lutts:

Final inspection has been completed in the above subdivision and it is my recommendation that the streets listed below be accepted into the county road maintenance system.

Street	Length (feet)
Dew Point Lane	768
Rushwood Lane	506
Oak Branch Lane	750
Parkwood Lane	969
Stillwater Lane	240
Woodsage Drive	479
Brookbend Lane	694

If you have any questions, please call.

Sincerely,

Karl E. Baker, P.E.
Assistant Engineer

KEB:rp

cc: Mr. Pat Duggan
Lexington Development

Checked on 11-4-87 ok.

34 826

AS PER ORIGINAL

18/1

PURCHASE OF FIVE (5) OR MORE NEW FACSIMILE MACHINES
BID #87-90

COMPANY	BID PRICE	DELIVERY
✓ MINOLTA BUSINESS SYSTEMS 2872 ANTOINE HOUSTON, TX 77092	$1,846.50	14 DAYS
HARRIS/3M 4151 SOUTHWEST FWY #365 HOUSTON, TX 77027	$1,894.00	1 DAY
KONICA BUSINESS MACHINES 10165 HARWIN #120 HOUSTON, TX 77036	$1,895.00	5 DAYS
FUJITSU IMAGING SYSTEMS 777 POST OAK #730 HOUSTON, TX 77056	$1,961,20	14 DAYS
BROWARD BUSINESS MACHINES 1825 N.W. 167TH ST. MIAMI, FL 33056	$2,133.75	30 DAYS
HARTWELL'S OFFICE WORLD 6810 LARKWOOD HOUSTON, TX 77074	$2,156.00	7 DAYS
COMPUSERV COMP. SVC. 2646 S. LOOP WEST #270 HOUSTON, TX 77054	$2,549.00	7 DAYS
ULTIMATE OFFICE PRODUCTS	$2,045.00	DOES NOT MEET SPECS: BID NOT SUBMITTED ON THE FORT BEND COUNTY BID FORM IN ITS ENTIRETY.
AT&T	$2,120.75	DOES NOT MEET SPECS: BID FORM ALTERED.
GLOBAL SERVICES	$2,471.25	DOES NOT MEET SPECS: MAXIMUM DOCUMENT WIDTH IS 11 3/4", SPECIFICATIONS CALL FOR A MAXIMUM DOCUMENT WIDTH OF 11".
AT&T	$3,820.75	DOES NOT MEET SPECS: BID FORM ALTERED.

18/2

34 827

AS PER ORIGINAL

GASOLINE FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT
BID #87-91

COMPANY	PRICE BID (+ OR -) OPIS PAD 3 AVERAGE FOR HOUSTON, TX REGULAR LEADED	REGULAR UNLEADED	PREMIUM UNLEADED
MIKE KROLCZYK, INC. P.O. BOX 63 ROSENBERG, TX 774671	+$.07/GALLON*	+$.07/GALLON*	+$.10/GALLON*

*$.15 STATE TAX MUST BE ADDED TO EACH GALLON OF GASOLINE.

18/234 828

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

November 23, 1987

To: All Department Heads
Fort Bend County, Texas

On Monday, November 23, 1987 Commissioners Court awarded the Gasoline and Diesel fuel contract for the period 1 December 1987 thru 30 June 1988 to Mike Krolczyk, Inc. of Rosenberg, Texas.

Do not accept delivery from any vendor other than Mike Krolczyk, Inc. after midnight Monday, November 30, 1987.

John J. Hammett

John J. Hammett

cf: Major Brand Oil
Attn: T.L. Massie

18/3

34 829

DIESEL FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT
BID 87-92

AS PER ORIGINAL

COMPANY	PRICE BID (+ OR -) OPIS PAD 3 AVERAGE FOR HOUSTON, TX.
MIKE KROLCZYK, INC. P.O. BOX 63 ROSENBERG, TX 77471	+$.07 PER GALLON

34 830

AS PER ORIGINAL

18/4

CONSTRUCTION OF A 71' LONG X 24' NOMINAL WIDTH BRIDGE ON WINNER FOSTER ROAD AND JONES CREEK. BID #87-93.

COMPANY	BID PRICE	PRICE PER ADDITIONAL LINEAR FOOT OF 16" SQUARE PILING	BEGIN WORK	COMPLETE WORK	BID BOND SUBMITTED
✓ LEECO ENTERPRISES 600 KENRICK #D-5 HOUSTON, TX 77060	$64,850.00	$27.60	30 DAYS	75 DAYS	YES
STEELE CONTRACTORS 15407 COE LOOP MAGNOLIA, TX 77355	$75,709.71	$32.00	45 DAYS	60 DAYS	YES
TIDAL CONSTRUCTION P.O. BOX 1279 HOUSTON, TX 77251	$83,000.00	$26.00	10 DAYS	180 DAYS	YES
HATCHER CONSTRUCTION CO. 2711 WESTSIDE PASADENA, TX 77502	$115,320.00	$40.00	10 DAYS	90 DAYS	YES
BAASS CONCRETE CO.	$101,466.00	DOES NOT MEET SPECIFICATIONS: NO START AND STOP TIME GIVEN, AS REQUIRED BY BID SPECIFICATIONS.			

19. 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:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize Larry Wagenbach, Civil Assistant District Attorney to enter into an earnest money contract of $1,000 between Fort Bend County and First Baptist Church, Richmond to purchase Lot 5,6 & 7, Blk. 88, Richmond (5th St.) for $74,900.00. Funds to come from Annex II Certificate of Obligations. (Recorded in minutes in full)

20. 1:30 P.M.-OPEN BIDS FOR THE FOLLOWING: (1) FENCE FOR LANDFILL (#87-94); (2) ONE OR MORE NEW OR USED OFFSET PRINTING PRESS (#87-95):

Fence for Landfill:

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

1) CALCO CONSTRUCTION
2) FOUR SEASONS FENCE CO.
3) GALE FENCE CO., INC.
4) HOUSTON FENCE CO.
5) ASTRO FENCE

One or more new or used offset printing press:

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

1) BOURG COLLATORS OF TEXAS
2) EARL'S OFFSET SALES AND SERVICE
3) KELLEY L H CO., INC.

21. APPROVE BILLS:

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

22. SET PUBLIC HEARING FOR REPLAT OF RESERVE "B" IN THE KINGS LANDING 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 Reserve "B" in the Kings Landing Subdivision in Precinct 3 for December 14, 1987 at 10:00 a.m.

23. ADJOURNMENT:

Commissioners' Court adjourned at 1:40 p.m. Monday, November 23, 1987.

FORT BEND TITLE COMPANY

34 19 832

AS PER ORIGINAL

ALL CASH OR OWNER FINANCED — RESIDENTIAL EARNEST MONEY CONTRACT (RESALE)

PROMULGATED BY TEXAS REAL ESTATE COMMISSION

1. PARTIES: First Baptist Church of Richmond, Texas (Seller) agrees to sell and convey to Fort Bend County, Texas (Buyer) and Buyer agrees to buy from Seller the following property situated in Fort Bend County, Texas, known as _____ (Address).

2. PROPERTY: Lots five (5), six (6) & seven (7) Block eighty-eight (88) _____ Addition, City of Richmond, Texas, 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 ..... $ 74,900.00
   B. Note described in 4 B below (the Note) ..... $ _____
   C. Sales Price payable to Seller (Sum of A and B) ..... $ 74,900.00

4. FINANCING CONDITIONS:
   X 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: $ 1000.00 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 XXXXXXXXXXXXXXXX, 19XXXX, in the amount of $XXXXXXX~~.

6. TITLE: Seller at Seller's expense shall furnish either:
   X 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"):
   X A. Buyer accepts the Property in its present condition, subject only to N/A
   [ ] 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 _____ 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 88, 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 at 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:

Taxes shall be prorated for this current year wherein the Seller shall pay all taxes due until the date of closing and any and all delinquent taxes for prior years.

(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

12. SALES EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING:

34 833

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 _____ day of _____, 19 _____. **(BROKER FILL IN THE DATE LAST PARTY SIGNS).**

AS PER ORIGINAL

Listing Broker _____ License No. _____

By _____

Co-Broker _____ License No. _____

By _____

Receipt of $ _____ Earnest Money is acknowledged in the form of _____.

Escrow Agent _____ Date _____

By _____

Russell L. Ray
Seller

Seller

Seller's Address _____ Tel. _____

Andre E. Stavenoha
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

8774897

2003 763

GF#33121GH/sp 34 834

FIRST BAPTIST CHURCH OF
RICHMOND, TEXAS

TO

FORT BEND COUNTY, TEXAS

GENERAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS: That Grantors, whether one or more, being FIRST BAPTIST CHURCH OF RICHMOND, TEXAS, a Texas Non-profit Corporation, acting herein by and through its undersigned duly authorized officers, whose mailing address is P. O. Box 550, Richmond, Fort Bend County, Texas 77469, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS cash and other valuable consideration to Grantors in hand paid by FORT BEND COUNTY, TEXAS, whose mailing address is P. O. Box 520, Richmond, Fort Bend County, Texas 77469, hereinafter called Grantees, whether one or more, 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 Grantees, all that certain tract or parcel of land located in Fort Bend County, Texas, together with all improvements situated thereon, described as follows, to-wit:

> Lots Five (5), Six (6) and Seven (7), in Block Eighty-Eight (88), City of Richmond, a subdivision in Fort Bend County, Texas, according to the map or plat thereof, recorded in Volume A, Page 62, Deed Records of Fort Bend County, Texas.

This conveyance is made subject to any and all restrictions, covenants, maintenance or similar charges and any liens securing same, easements, agreements, declarations, mineral and royalty reservations and conveyances, and mineral leases shown of record in said County, if any, relating to the hereinabove described property, but only to the extent that they are still in force and effect

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 Grantees, their heirs

or successors and assigns forever, and Grantors do hereby bind themselves, their heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantees, their heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 23rd day of December, 1987.

FIRST BAPTIST CHURCH OF
RICHMOND, TEXAS

BY: Russell L. Roy
RUSSELL L. ROY, President

ATTEST:

C. E. Carpenter
C. E. CARPENTER, Secretary

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on December 24, 1987, by RUSSELL L. ROY, as President of FIRST BAPTIST CHURCH OF RICHMOND, TEXAS, a Texas Non-profit Corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES
8-1-89

Sheryl Phillips
Notary Public - State of Texas
My Commission Expires: _____

(Printed name of Notary Public)

Return To
Grantee's Mailing Address:

Fort Bend County, Texas
P. O. Box 520
Richmond, Texas 77469

ATTENTION: Jane

JAN038/017

2005 105

34 836

FILED

'87 DEC 28 P3:31

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

AS PER ORIGINAL

STATE OF TEXAS

COUNTY OF FORT BEND

I hereby certify that the [illegible] was filed on the date and time [illegible] 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 1987

COUNTY COURT OF FORT BEND COUNTY TEXAS

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

AS PER ORIGINAL

BID ITEM: FENCE FOR FORT BEND COUNTY LANDFILL, ROSENBERG, TEXAS

BID NUMBER: 87-94

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ARRON BRUCE CO.	
A-DELTA FENCE CO.	
B & B FENCE CO.	
BASS CONSTRUCTION	
CAGLE CONSTRUCTION CO., INC.	
CALCO CONSTRUCTION ✓	24,475
CHAMPION CONSTRUCTION	
CONSTRUCTION & CONSULTING	
DERNEHL CONSTRUCTION, INC.	
DMW CONSTRUCTION CO., INC.	
DRYMALLA CONSTRUCTION CO.	
FOUR SEASONS FENCE CO. ✓	21,169
GALE FENCE CO., INC. ✓	27,524
GRIFFIN FENCE CO.	
H.B. ZACHRY	
HANNA CONSTRUCTION CO.	
HENRY BROTHERS, INC.	
HOMESTEAD BUILDERS, INC.	
HOUSTON FENCE CO. ✓	22,700
JAMES ELLIOTT CONSTRUCTION	
MUSTANG FENCE CO.	
ORSAK FENCE	
R.R. CLOUSE LUMBER CO.	
R & W CONSTRUCTION	
SHB BUILDERS, INC.	
UNDERWOOD CONSTRUCTION, INC.	
WESTERN FENCE CO.	
ROSENBERG/RICHMOND CHAMBER OF COMMERCE	
FT. BEND CHAMBER OF COMMERCE	
Astro Fence	24,670

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW OR USED OFFSET PRINTING PRESS

BID NUMBER: 87-95

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
A.B. DICK CO.	
ASTRO OFFSET SYSTEMS	
BOURG COLLATORS OF TEXAS ✓	No BID
EARL'S OFFSET SALES AND SERVICE, INC. ✓	used 6500
KELLEY L H CO., INC. ✓	New 12,950 / used 9200
MULTIGRAPHICS PRINTING EQUIPMENT	
OFFSET SERVICE, INC.	
STOVER SERVICE, INC.	

AS PER ORIGINAL

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 23rd day of November, 1987 at a Special Session of the Commissioners Court with the following present:

County Judge Jodie E. Stavinoha

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3 Arthur B. Pressley

Commissioner, Precinct 4 Bill 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**********

Joyce Tompkins
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

****

NEWSPAPER PUBLICATION ON PUBLIC HEARING

****

FOR: Replat of Reserve "B" in King Landing Subdivision in Precinct 3

DATE: Dec. 14

TIME: 10:00 AM

NEWSPAPER(S) The Mirror

BILL TO: Bob Pregean
6611 Portwest Dr.
Suite 100
Houston, TX. 77024

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 12, 19 88.

STARTING WITH
FILM CODE NO. 88vol.34pg.00794

ENDING WITH
FILM CODE NO. 88vol.34pg.840

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF JANUARY, 19 88.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 00841.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

OPEN BIDS
MONDAY, NOVEMBER 30, 1987

Open for Proposals for Data Processing Equipment:

The following were presented to Court for review.

1) DATAPOINT CORPORATION
2) IBM
3) TELEX COMPUTER PRODUCTS, INC.
4) XEROX CORPORATION
5) AVNET

Open bids for annual contract for the purchase of janitorial supplies for FBC:

The following bids were presented to Court for review.

1) BRAWNER PAPER COMPANY
2) GULF COAST PAPER, INC.
3) NATIONAL CHEMSEARCH
4) PUBLIC HEALTH EQUIPMENT
5) PEEL PAPER
6) S.K.Y. ENTERPRISES
7) TEXAS CORRECTIONAL INDUSTRIES
8) WAREHOUSE & SHIPPING PRODUCTS
9) ROSENBERG JANITORIAL
10) ARKEM

Open bids for annual contract for uniform hats for the FBC Sheriff:

The following bids were presented to Court for review.

1) BLAIR GROUP, INC.
2) MARTIN'S UNIFORMS
3) SCHEARERS

Open bids for annual contract for the purchase of photographic supplies for FBC:

The following bids were presented to Court for review.

1) CAMERAS UNLIMITED
2) JOBAR SCIENTIFIC
3) INDUSTRIAL PHOTOGRAPHIC INC.

34 841-A

M REQUEST FOR PROPOSALS FOR DATA PROCESSING EQUIPMENT

MBER: 87-96

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'205'$CATEGORY

VENDOR NAME	BID PRICE
A D F COMPUTER SYSTEMS, INC.	
A-TEK	
ADVANCED BUSINESS SYSTEMS	
ALL-TEL SPECIALISTS, INC.	
ASSOCIATED SYSTEMS MARKETING	
AT&T	
BELL ATLANTIC/COMPUSHOP	
CENTENNIAL COMPUTER CONSULTANT	
CIBOLO MANUFACTURING, INC.	
CITICORP INDUSTRIAL CREDIT INC	
COMPUSERV COMPUTER SERVICE	
COMPUTER CRAFT	
COMPUTER KING	
COMPUTER STATION CORP.	
COMRIM SYSTEMS, INC.	
DATA COMPATABLE	
DATA ENTRY SOURCE	
✓DATAPOINT CORPORATION	✓ NO bid
DATRONICS, INC.	
ENGINEER CONTROL SYSTEMS CORP.	
EPSILON COMPUTER SERVICE	
EXECUTIVE SALES CO.	
FT BEND CHAMBER OF COMMERCE 3	
FUJITSU IMAGING SYSTEMS	
GLOBAL SERVICES, INC.	
HARBINGER MICROWARE	
HARTWELL'S OFFICE WORLD, INC.	
✓IBM	✓
J G COMPUTER SERVICES	
JORDAN & ASSOCIATES, INC.	
KING MICRO SYSTEMS	
MAI/BASIC FOUR, INC.	
MICHAEL K. VARGO CO.	
MICRO AGE	
MICRO PRODUCTS UNLIMITED	
MICROAGE COMPUTERS	
MOSHER COMPUTER SYSTEMS	
NAPERSOFT, INC.	
NCR CORPORATION	
NUTCRACKER ELECTRONICS	
PACIFIC COAST PERIFERIALS	
PREMIER BUSINESS SYSTEMS, INC.	
PREMIER BUSINESS SYSTEMS, INC.	
RADIO SHACK	
REPUTEK INTERNATIONAL	
ROSENBERG/RICHMOND CHAMBER - 4	
SECUR-TEL SYSTEMS	
SOUTHERN MICROFILM OF TEXAS	
SUPERTEC OF TEXAS, INC.	
✓TELEX COMPUTER PRODUCTS, INC.	✓

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'205'$CATEGORY

VENDOR NAME	BID PRICE
TELEX INC.	
UNICO, INC. OF THE SOUTHWEST	
UNISTRUT GULF	
UNISYS CORPORATION	
VICTOR COMPUTER SERVICE, INC.	
✓XEROX CORPORATION - Houston	✓
XEROX CORPORATION	
Service Inc.	
QUNET	✓

34 841-C

BID ITEM: ANNUAL CONTRACT FOR THE PURCHASE OF JANITORIAL SUPPLIES FOR FBC

BID NUMBER: 87-99

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'485'$CATEGORY

VENDOR NAME	BID PRICE
ABAR SUPPLY CO., INC.	
ACME CLEANING EQUIPMENT, INC.	
AIRWICK/AIRKEM PROFESSIONAL	
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	✓
CARE PRODUCTS	
CENTURY PAPERS, INC.	
CERTIFIED LABS	
CHEMOLA	
CLEVELAND COTTON PRODUCTS	
COIT DRAPERY & CARPET CLEANERS	
DYNATEK CHEMICALS	
E & H MANUFACTURING & SUPPLY	
FIRST AMERICAN BUILDING MAINT.	
FT BEND CHAMBER OF COMMERCE 5	
FT. BEND OFFICE SUPPLY	
GARDNER RESTAURANT SUPPLY	
GLAZIER FOOD COMPANY	
GULF CAOST PAPER, INC.	✓
GULF CHEMICALS COMPANY	
HIGH-RISE SERVICES	
HUNTER CHEMICALS, INC.	
HUNTINGTON LABORATORIES SW, IN	
INDUSTRIAL AIR TOOL TEXAS CITY	
INDUSTRIAL CHEMICAL CLEANER	
JORAL COMPANY	
KATY-MASON HOME CENTER	
MALTER INTERNATIONAL CORP	
MALTZ PAPER & CHEMICAL, INC.	
METRO SHADE & FLOOR CO.	
MOFFETT'S CARPET CARE	
NATIONAL AMERICAN SALES	
NATIONAL CHEMSEARCH	✓
NATIONAL LABORATORIES	
NATIONWIDE PAPERS	
PARKER SUPPLY COMPANY	
PARKWAY RESEARCH CORP.	
PATTON ASSOCIATES	
PEN-ROYAL INDUSTRIES, INC.	
PUBLIC HEALTH EQUIPMENT	✓
PURITAN/CHURCHILL CHEMICAL CO.	
~~R R PAPER & INDUSTRIAL SUPPLY~~ REEL PAPER	✓

34 841-D

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'485'$CATEGORY

VENDOR NAME	BID PRICE
RESTAURANT SUPPLY WAREHOUSE	
ROSENBERG/RICHMOND CHAMBER - 6	
S & K'S ENVIRONMENTS OF TEXAS	
S.K.Y. ENTERPRISES	✓
SANIVAC/DAVIS MANUFACTURING CO	
SEA LEVEL SUPPLY, INC.	
SERVECO, INC.	
SERVISCO	
SHARE CORP	
SILVER & ASSOCIATES	
STANDARD LABORATORIES, INC.	
STAR SALES SERVICE, INC.	
SYSCO FOOD SERVICES, INC.	
TEXAS CORRECTIONAL INDUSTRIES	✓
THE GLOVE COMPANY	
THOMAS COOK & CO.	
TOTAL CHEMICAL SPECIALTIES	
UNITED LABORATORIES	
WAREHOUSE & SHIPPING PRODUCTS	✓
WHITE SWAN, INC.	
WOOD CHEM SANITARY MAINTENANCE	
Rosenberg Janitorial	✓
ARKEM	✓

34 841-E

BID ITEM: ANNUAL CONTRACT FOR UNIFORM HATS FOR THE FORT BEND COUNTY SHERIFF DEPARTMENT

BID NUMBER: 87-98

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
BLAIR GROUP, INC.	✓
BURKE UNIFORMS, INC.	
CARL'S FINE CLOTHING	
CENTRAL POLICE SUPPLY	
CARROLL'S PEACE OFFICERS SUPPLY	
FACTORY SALES UNIFORM CO.	
JUST BOOTS	
JORDAN & ASSOCIATES, INC.	
MARTIN'S UNIFORMS	✓
RUSSELL BROS. OF TEXAS	
SCHNEIDERS POLICE SUPPLY	
SERVISCO	
TEXAS STAR POLICE PRODUCTS	
THE GLOVE COMPANY	
TYLER FIRE AND POLICE COMPANY	
Serveco Inc.	
Schneiders	✓

841-F

BID ITEM: ANNUAL CONTRACT FOR THE PURHCASE OF PHOTOGRAPHIC SUPPLIES FOR FBC

BID NUMBER: 87-97

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
✓ CAMERAS UNLIMITED 2117 AVE I ROSENBERG, TX 77471	✓
JOBAR SCIENTIFIC 4909 BISSONNET BELLAIRE, TX 77401	✓
SOUTHWESTERN CAMERA CO. 500 N. SHEPHERD HOUSTON, TX 77007	
Hartnell's Office World	
Seneca Inc.	
Acme Cleaning Equip.	
Industrial Photographic Inc.	✓

34 841-G

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 12, 19 88.

STARTING WITH
FILM CODE NO. 88vol.34pg.841

ENDING WITH
FILM CODE NO. 88vol.34pg.841F

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF JANUARY, 19 88.

STARTING WITH VOLUME NUMER 34 PAGE NUMBER 00843.

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, DECEMBER 7, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of November 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. County Judge Jodie Stavinoha, re: Channel 13 Christmas food drive.

6. Mr. Mike McNeely, representing Criminal Bar Assn. & Fort Bend Bar Assn., re: law library facilities.

7. Consider request from Children's Protective Services to amend budget.

8. Sheriff Gus George, re: accept $50 check as restitution payment for damages to patrol car & rebudget.

9. Consider resolution adopting procedural guidelines & criteria for evaluating reinvestment zone applications; and establishing comprehensive criteria & guidelines governing tax abatement agreements.

10. Consider additional benefits available at no cost through the Retirement System.

11. Consider increasing Emergency Medical Service fees.

12. Constable Richard Pring, Prct. 4, re: request budget amendment to correct deficit in 1987 salary line item.

13. Consider disposition of remaining 1987 funds in the Rural Fire Call & Equipment budget.

14. Consider approval of resolution in support of local procurement.

15. Consider approval of lease for D.A.'s annex at 400 S. 6th, Richmond.

16. 10:00 a.m. - Hold public hearing to consider accepting Miller Rd. into the County road maintenance system in Prct. 3, and take action.

17. Set public hearing to consider County private sewage facility ordinance.

18. Consider interlocal agreement with Village of Pleak for flood insurance program permitting.

19. Consider accepting concrete bridge from Trendmaker Development Co.

20. Consider application from Fort Bend Telephone Co. to install cable under Kemp Rd. & along Brumbelow Rd. in Prct. 1.

21. Approve various County buildings as polling places in primary & runoff elections.

22. Amend budget in Indigent Care Fund.

23. Set public hearing for replat of Reserve "A", Lakeway, Sec. 2, Pct. 4.

24. Set public hearing for partial replat of Creekshire Subdivision, Sec. 3, Prct. 3.

25. Set policy for salary step adjustments provided for in 1988 budget.

26. Authorize advertising for bids for lawn care & grounds maintenance.

27. Approve janitorial service for County Clerk's building & office building at 401 S. 3rd. under bid #87-89.

28. Take action on the following bids: (1) Fence for County Landfill (#87-94); (2) One or more new or used offset printing press (#87-95); (3) Data processing equipment (#87-96); (4) Photographic supplies (#87-97); (5) Uniform hats for Sheriff's Dept. (#87-98).

29. Consider approval of interlocal agreements with Cities of Arcola & Kendleton & Kendleton I.S.D., Prct. 2.

30. Meet in Closed Session to discuss land matters (drainage easement) and personnel matters (engineer's position), as authorized by Art. 6252-17, Sec. 2 (f), V.T.C.S., and consider taking action.

31. 1:30 p.m. - Open and consider awarding bids for the following: (1) One or more new automobiles (#87-100); (2) One or more new or used 1/2 ton pickup trucks (#87-101); (3) Sixteen or more new full size automobiles, police equipped (#87-102); (4) Pest control services for certain County buildings (#87-103); (5) Office supplies (#87-104).

32. Approve bills.

33. Adjournment.

FILED FOR RECORD
TIME 2:50 A.M. P.M.

DEC 3 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 Thursday, December 3, 1987 at 3:00 p.m. by D. Landry.

AS PER ORIGINAL

FORT BEND COUNTY COURTHOUSE ANNEX II
MONTHLY PROGRESS REPORT
THROUGH NOVEMBER 30th, 1987

GENERAL INFORMATION:

1. Space is not a problem yet, however we will be morecramped when other subs arrive on site, with trailers. Jack Tyler keeps in touch and still visits the site approximately twice monthly.

2. We have installed aircraft warning lights on the construction crane, even though we were informed that this is not an FAA requirement at the current crane height.

3. The back door of the County Clerk's office is still open, however heavy forming work has delayed the carpenters from erecting a protective cover over the fenced walkway. This will be done in the near future.

4. We experienced one additional rainday on Wednesday, November 25th. The total is now three (3) for the duration of the job, from July to November inclusive.

5. We did have 1' square section of the Liberty Street gate cut out by a blinking light thief. We did not report this to the Richmond police, but did let Jack Tyler know of this incident.

6. A Texas flag presented by Representative Jim Tallas is now flying from the construction crane.

LABOR PROBLEMS:

1. None

SAFETY:

1. No lost time accidents to date.

2. The entire site continues to be a "Hard-Hat" zone.

3. Just as a matter of interest, there have been no minor accidents requiring medical attention, to this date.

SCHEDULES:

1. As of this date, 30 November 87, the 4th floor is poured as planned and all columns from 4th to 5th floor are poured and stripped. Some forming on the west side is already in place.

2. Plumbing is well underway and has easily kept up with the building progress.

3. Electrical piping and boxes are all in place as pours are made and electricians are even at times, waiting on pours.

4. As noted, there was a rainday in November, for a total of (3) to date, however, this has had no effect on the schedule.

5. As of 30 November 87 we are (15) working days ahead of schedule.

Neville J. Lancaster,
LCMC, Inc.

xc: Commissioners:

Johnnie Pustka, Ben Denham
Alton Pressley, Bob Lutts

County Engineer
County Clerk
County Civil Attorney

NJL:sac

REGULAR SESSION

BE IT REMEMBERED That on this 7th day of December, 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 NOVEMBER 23, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of meeting of November 23, 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 budget for the following departments: (Recorded in minutes in full)

Data Processing	Personnel
Indigent Care	Tax Office
Capital Outlay	Constable Precinct 4
Veterans Service	Vehicle Maintenance
Building Maintenance	Sheriff
County Treasurer	Road & Bridge Precinct 1
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 PURCHASING AGENT, DATA PROCESSING, FIRE MARSHALL, COUNTY CLERK, and E.M.S. (Recorded in minutes in full)

5. COUNTY JUDGE JODIE STAVINOHA, RE: CHANNEL 13 CHRISTMAS FOOD DRIVE:

Channel 13 Food Drive to be held December 18 at George Memorial Library, to be distributed at same location.

3

34 847

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:

DATA PROCESSING	DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Salaries	0200	607,926	597,926	(10,000)
Software Purchases	3040	41,000	51,000	10,000

DATE: Dec. 4, 1987

DEPARTMENT HEAD: Charles W. Miller

Charles W. Miller, Director of Data Processing

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ 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:

PERSONNEL DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Office Supplies	$ 7,000.00	$ 6,800.00	- 200.00
Property and Equipment	$ 800.00	1,000.00	+ 200.00

DATE: December 4, 1987

DEPARTMENT HEAD: Richard Sellek

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ 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:

0029 DEPT. Indigent Care LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
4010 Fees/Services	11,000	7,820	(3,180) decrease
5041 Groc./Medicines	46,000	48,000	2,000 increase
0701 Conf./Sem./Training	500	000	(500) decrease
1062 Office Supplies	1,900	2,400	500 increase
1010 Prop./Equip.	450	1,630	1,180 increase

DATE: 12-3-87

DEPARTMENT HEAD: Hope [illegible]

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

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

Tax Office	DEPT.	FROM	TO	INCREASE (DECREASE)
Office Supplies	(1062)	11,598.23	10,598.23	-1,000.00
Property & Equimpent	(1010)	469.68	1,469.68	+1,000.00

DATE: 11-30-87

DEPARTMENT HEAD: Pamela L. Gaines

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 7th day of December, 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)
Capital Outlay			
Office Equipment	$20,000	$21,400	$1,400
Office Furniture	15,000	13,600	(1,400)

DATE: 12-7

DEPARTMENT HEAD: J Stavinoha

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 7th day of DECEMBER, 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 4 DEPT. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
REPAIRS & MAINT. MOTOR #7019	$1,500.00	$1,403.10	(96.90)
UTILITIES #2000	$6,000.00	$5,884.14	(115.86)
EDUCATION #4014	$ 250.00	$ 369.25	119.25
UNIFORMS #4011	$ 750.00	$ 809.60	59.60
OFFICE SUPPLY #1062	$3,000.00	$3,033.91	33.91

DATE: DECEMBER 2, 1987

DEPARTMENT HEAD: R. Pine

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ 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)
Veterans Service	0035			
Office Supplies	1062	360.00	310.00	($50)
Transportation & Travel	0700	$1572.00	$1622.00	$50

DATE: 12/3/87

DEPARTMENT HEAD: Patrick R. Conrad
Patrick R. Conrad

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 7th day of December 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)
Vehicle Maint.			
1050 Repairs To Equipt	1900.00	2200.00	200
9001 Shop Supplies	3600.00	3300.00	(200)

DATE: 11-24-87

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 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)
Building Maint 1050 0008 1010 R+E	1,110.00	2,110.00	1000.00
1050 0008 2060 Janitor Supplies	21,250.00	20,250	<1000.00>

DATE: 11-20-87

DEPARTMENT HEAD: George Bauer

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 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:

Sheriff DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Repairs + Maint Mtr Equipt. 10 50 0027 7019	70,000.00	68,150.00	(1,850.00)
Tires & Tubes 10 50 0027 7006	19,118.00	20,968.00	1,850.00
Potographic Supplies 10 50 0027 3010	20,000.00	18,020.00	(1,980.00)
Clothing/Bedding 10 50 0027 2040	20,000.00	21,980.00	1,980.00
Repairs + Maint Radio Equipt 10 50 0027 7020	25,000.00	23,500.00	(1,500.00)
Repairs To Building 10 50 0027 2070	31,000.00	23,500.00	1,500.00

DATE: 12/2/87

DEPARTMENT HEAD: Gus George
GUS GEORGE, SHERIFF

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 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)
County Treasurer			
Office Supplies	14,300.00	14,256.23	(43.77)
Conference	3,200.00	3,243.77	43.77

DATE: 12/04/87

DEPARTMENT HEAD: Kathy Hyman

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 1987

On this the 7th day of December, 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)
PCT #1 -- ROAD & BRIDGE			
0801-0047-7007 Repairs & Parts/Shop Supplies	66,000.00	76,000.00	+10,000.00
0801-0047-7012 Building Repairs	10,000.00	-0-	[10,000.00]

DATE: Dec 7, 1987

DEPARTMENT HEAD: _____
Commissioner, Precinct #1

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 1987

On this the 7th day of December, 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 Lutte	-	Commissioner Precinct #4

The following proceedings 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 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. Constable Pct 1 / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
7020 Repairs & Main/Radio	1,104.20	104.20	(1,000.00)
1010 Property & Equip.	1,187.53	2,187.53	1,000.00
7019 Repairs & Main/Equip.	1,736.82	736.82	(1,000.00)
7006 Tires & Tubes	452.09	1,452.09	1,000.00

DATE: 12-7-87

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 Lutte, Commissioner Pct. #4

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. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
4010 Fees & Services	400.00	196.00	(204.00)
0701 Conferences /Training	114.60	318.60	204.00

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

34 861

AS PER ORIGINAL

RECEIVED
DEC 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:

JOHN J. HAMMETT

Period: Date of Departure XXXXXXXXXXXXXXXX JANUARY 14, 1988

Date of Return JANUARY 16, 1988

Purpose of Trip: PARTICIPATE IN PLANNING FOR 1988 TACA INSTITUTE

Places to be Visited: LYNDON B. JOHNSON SCHOOL OF PUBLIC AFFAIRS
UT-AUSTIN

Mode of Transportation (State whether by personal auto, airline, etc.) PERSONAL AUTO - XXX FUNDS WILL BE AVAILABLE

John J. Hammett
JOHN J. HAMMETT
Name

DECEMBER 3, 1987
Date

PURCHASING AGENT
Title

* *

Approved: Commissioners' Court

J. Thurmond
County Judge

12-7-87
Date

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

34 862

AS PER ORIGINAL

RECEIVED
DEC 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~~ For the following persons:

Patty Leal

Period: Date of Departure January 19, 1988

Date of Return January 19, 1988

Purpose of Trip: Attend Success Skills for Working Women

Places to be Visited: Marriott Galleria, Houston Texas

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

Charles W. Miller / Charles W. Miller
Name

November 30, 1987
Date

Director of Data Processing
Title

Funds Available in '87 budget

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

12-7-87
Date

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AS PER ORIGINAL

RECEIVED
DEC 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:

Gary Tilton

Period: Date of Departure Saturday, January 16, 1988

Date of Return Saturday, January 16, 1988

Purpose of Trip: Municipal Instructors' Program Planning Workshop

Places to be Visited: Texas A&M University at College Station, Texas

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

Name

November 30, 1987
Date

Fort Bend Co. Fire Marshal/Safety Director
Title

* *

Approved: Commissioners' Court

County Judge

12-7-87
Date

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AS PER ORIGINAL

RECEIVED
NOV 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:

Wayne Massey
Efrem Washington
and 1 clerk to be later named

Period: Date of Departure Feb 1

Date of Return Feb 4

Purpose of Trip: Annual Co/Dist Clerk Seminar College Station

Places to be Visited: College Station

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

Dianne Wilson
Name

12-3-87
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

12-7-87
Date

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RECEIVED
DEC 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:

Vernon Gresham

Period: Date of Departure January 6

Date of Return January 8

Purpose of Trip: ATTEND Emergency Preparedness and Disaster Planning Seminar

Places to be Visited: Orlando, Florida

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

David Koch
Name

12/4/87
Date

Director
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

12-7-87
Date

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

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 7th day of December, 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 E. Stavinoha	County Judge
Johnnie Pustka	Comm., Pct. #1
Ben Denham	Comm., Pct. #2
Alton Pressley	Comm., Pct. #3
Bob S. Lutts	Comm., Pct. #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 ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN FORT BEND COUNTY

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 ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES IN FORT BEND COUNTY

WHEREAS, the enhancement of the local economy is in the best interests of the citizens of Fort Bend County; and

WHEREAS, the provision of certain economic development incentives may encourage prospective businesses and companies to relocate in Fort Bend County or encourage existing local

12-7-87

businesses and companies to expand; and

WHEREAS, the establishment of specific criteria, guidelines and procedures are necessary to effectively and fairly administer the provision of economic development incentives; and

WHEREAS, state law requires the adoption of criteria and guidelines governing the establishment of tax abatement agreements; Now, Therefore

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

Section 1: In accordance with State law, the Commissioners' Court hereby adopts and establishes guidelines and criteria for granting tax abatement in reinvestment zones in Fort Bend County, attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 2: The Commissioners' Court elects to become eligible to participate in tax abatement.

PASSED AND APPROVED this 7 day of December, 1987.

/s/ Jodie E. Stavinoha
Jodie E. 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)

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 ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN FORT BEND COUNTY

adopted by said Commissioners Court at a meeting, open to the public, held on the 7 day of December, 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 7 day of December, 1987.

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

By_____
Deputy

(SEAL)

3D/ALLE(t)

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN FORT BEND COUNTY

Whereas, the creation and retention of job opportunities that bring new wealth is the highest civic priority; and

Whereas, Fort Bend County must compete with other localities across the nation currently offering tax inducements to attract new plant and modernization projects; and

Whereas, any tax incentives offered in Fort Bend County would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community; and

Whereas, any tax incentives should not adversely affect the competitive position of existing companies operating in Fort Bend County; and

Whereas, the abatement of property taxes, when offered to attract primary jobs in industries which bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area's economy; and

Whereas, Texas law requires any eligible taxing jurisdiction to establish Guidelines and Criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, said Guidelines and Criteria to be unchanged for a two year period unless amended by a three-quarters vote; and

Whereas, these Guidelines and Criteria shall not be construed as implying or suggesting that Fort Bend County is under obligation to provide tax abatement or other incentive to any applicant, and all applicants shall be considered on a case-by-case basis;

Now, therefore be it resolved that the Commissioners Court of Fort Bend County does hereby adopt these Guidelines and Criteria for granting tax abatement in reinvestment zones in Fort Bend County.

EXHIBIT "A"

DEFINITIONS -- Section 1.

(a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real property in a reinvestment zone designated by Fort Bend County or a city for economic development purposes.

(b) "Agreement" means a contractual agreement between a property owner and/or lessee and Fort Bend County.

(c) "Base year value" means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the Agreement.

(d) "Deferred maintenance" means improvements necessary for continued operation which do not improve productivity or alter the process technology.

(e) "Eligible Facilities" means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development within Fort Bend County, but does not include Facilities which are intended primarily to provide goods or services to residents or existing businesses located in Fort Bend County such as, but not limited to, restaurants and retail sales establishments. Eligible Facilities may include, but shall not be limited to, Hotels and Office Buildings.

(f) "Expansion" means the addition of buildings, structures, machinery, equipment or payroll for purposes of increasing production capacity.

(g) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

(h) "Hotel" means a commercial structure which provides overnight accommodations to travelers and which contains 150 rooms or more.

(i) "Modernization" means a complete or partial demolition of Facilities and the complete or partial reconstruction or installation of a Facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery or equipment, or both.

(j) "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with Expansion or Modernization.

(k) "Office Building" means a new office building to be occupied at least 50% by one owner or one tenant.

(l) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

ABATEMENT AUTHORIZED -- Section 2

(a) Eligible Facilities. Upon application, Eligible Facilities shall be considered for tax Abatement as hereinafter provided.

(b) Creation of New Value. Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between Fort Bend County and the property owner or lessee, subject to such limitations as Fort Bend County may require.

(c) New and Existing Facilities. Abatement may be granted for new Facilities and improvements to existing Facilities for purposes of Modernization or Expansion.

(d) Eligible Property. Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the Facility.

(e) Ineligible Property. The following types of property shall be fully taxable and ineligible for tax Abatement: land; supplies; tools; furnishings, and other forms of movable personal property; housing; Deferred Maintenance; property to be rented or leased except as provided in Section 2(f); property which has a Productive Life of less than 10 years.

(f) Owned/Leased Facilities. If a leased Facility is granted abatement, the agreement shall be executed with the lessor and the lessee.

(g) Economic Qualification. In order to be eligible for designation as a reinvestment zone and receive tax abatement the planned improvement:

(1) must be expected to have an increased appraised ad valorem tax value of at least $1,000,000 based upon the Fort Bend Central Appraisal District's assessment of the Eligible Property;

(2) must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in Fort Bend County; and

(3) must not be expected to solely or primarily have the effect of transferring employment from one part of Fort Bend County to another.

(h) Standards for Tax Abatement. The following factors, among others, shall be considered in determining whether to grant tax Abatement and, if so, the percentage of value to be abated and duration of the tax Abatement:

(1) value of land and existing improvements, if any;

(2) type and value of proposed improvements;

(3) Productive Life of proposed improvements;

(4) number of existing jobs to be retained by proposed improvements;

(5) number of type of new jobs to be created by proposed improvements;

(6) amount of local payroll to be created;

(7) whether the new jobs to be created will be filled by persons residing or projected to reside within affected taxing jurisdictions; and

(8) amount of local sales taxes to be generated directly;

(9) amount property tax base valuation will be increased during term of Abatement and after

Abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than $1,000,000;

(10) the costs to be incurred by Fort Bend County to provide facilities or services directly resulting from the new improvements;

(11) the amount of ad valorem taxes to be paid Fort Bend County during the Abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the Abatement period, and (d) the value after expiration of the Abatement period;

(12) the population growth of Fort Bend County that occurs directly as a result of new improvements;

(13) the types and values of public improvements, if any, to be made by applicant seeking Abatement;

(14) whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(15) the impact on the business opportunities of existing businesses;

(16) the attraction of other new businesses to the area;

(17) the overall compatibility with the zoning ordinances and comprehensive plan for the area;

(18) whether the project is environmentally compatible with no negative impact on quality of life perceptions.

Each Eligible Facility shall be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(i) Denial of Abatement. Neither a reinvestment zone nor Abatement Agreement shall be authorized if it is determined that:

(1) there would be a substantial adverse affect on the provision of government service or tax base;

(2) the applicant has insufficient financial capacity;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws; or

(5) any other reason deemed appropriate by Fort Bend County.

(j) Taxability. From the execution of the Abatement to the end of the Agreement period taxes shall be payable as follows:

(1) the value of ineligible property as provided in Section 2(e) shall be fully taxable; and

(2) the base year value of existing eligible property as determined each year shall be fully taxable;

The additional value of new eligible property shall be fully taxable at the end of the Abatement period.

APPLICATION -- Section 3.

(a) Any present or potential owner of taxable property in Fort Bend County may request the creation of a reinvestment zone and tax abatement by filing a written request with Fort Bend County. The application shall then be forwarded to the Greater Fort Bend Economic Development Council for review and recommendation to the Commissioners Court of Fort Bend County for final disposition.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section 2(h) hereof; a map and property description; a time schedule for undertaking and completing the planned improvements. In the case of Modernization a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.

(c) Fort Bend County shall give notice as provided by the Property Tax Code, i.e., (1) written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than the seventh day before the public hearing and (2) publication in a newspaper of general circulation within such taxing jurisdiction not later than the seventh day before the public hearing. Before acting upon the application, the Fort Bend County shall through public hearing afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the Abatement should or should not be granted.

(d) Fort Bend County, not more than 45 days after receipt of the application, shall by resolution either approve or disapprove the application for tax Abatement. The Fort Bend County shall notify the applicant of approval or disapproval.

(e) Fort Bend County shall not establish a reinvestment zone for the purpose of Abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed Modernization, Expansion or new Facility.

(f) If a city within Fort Bend County designates an investment zone within its corporate limits and enters into or proposes to enter into an Abatement Agreement with a present or potential owner of taxable property, such present or potential owner of taxable property may request tax Abatement by Fort Bend County by following the same application process described in Section 3(a) and (b) hereof. No other notice or hearing shall be required except compliance with the Open Meetings Act, unless Commissioner Court deems them necessary in a particular case.

AGREEMENT -- Section 4.

(a) After approval the Commissioners Court of Fort Bend County shall formally pass a resolution and execute an Agreement with the owner of the Facility and lessee as required which shall include:

(1) estimated value to be abated and the base year value;

(2) percent of value to be abated each year as provided in Section 2(g);

(3) the commencement date and the termination date of Abatement;

(4) the proposed use of the Facility; nature of construction, time schedule, map, property description and improvement list as provided in Application, Section 3(b);

(5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2(a), 2(f), 2(g), 6, 7 and 8, and;

(6) size of investment and average number of jobs involved.

Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the Commissioners Court.

RECAPTURE -- Section 5.

(a) In the event that the company or individual (1) allows its ad valorem taxes owed Fort Bend County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the Abatement Agreement and fails to cure during the Cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should Fort Bend County determine that the company or individual is in default according to the terms and conditions of its Agreement, Fort Bend County shall notify the company or individual in writing at the address stated in the Agreement, and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the Agreement may be terminated.

ADMINISTRATION -- Section 6.

(a) The Chief Appraiser of the Fort Bend Central Appraisal District will annually determine an assessment of the

real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the Appraiser with such information as may be necessary for the Abatement. Once value has been established, the Chief Appraiser will notify the Commissioners Court of Fort Bend County of the amount of the assessment.

(b) Fort Bend County may execute a contract with any other jurisdiction(s) to inspect the Facility to determine if the terms and conditions of the Abatement Agreement are being met. The Abatement Agreement shall stipulate that employees and/or designated representatives of Fort Bend County will have access to the reinvestment zone during the term of the Abatement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the company or individual and in accordance with it safety standards.

(c) Upon completion of construction the designated representative of Fort Bend County shall annually evaluate each Facility receiving Abatement to insure compliance with the agreement, a formal and report shall be made to the Commissioners Court.

ASSIGNMENT -- Section 7.

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same Facility upon the approval by resolution of the Commissioners Court of Fort Bend County subject to the financial capacity of the assignee and provided that all conditions and obligations in the Abatement Agreement are guaranteed by the execution of a new contractual Agreement with Fort Bend County. No assignment or transfer shall be approved if the parties to the existing Agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld.

SUNSET PROVISION -- Section 8.

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters vote of the Commissioners Court of Fort Bend County, at which time all reinvestment zones and tax Abatement Agreements created pursuant to these

provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed or eliminated.

3D/ALLE(s)
12/03/87

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
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WASHINGTON, D.C. 20004-1007
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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
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DALLAS, TEXAS 75201-2916
TELEPHONE 214 979-6600

November 13, 1987

Property Redevelopment and Tax Abatement Act

This is intended to be a summary of the major provisions of the Property Redevelopment and Tax Abatement Act. It is not intended to be an exhaustive discussion of all the possible details, exceptions and ramifications.

Legal Authority

Constitutional. Article VIII, Section 1-g of the Texas Constitution, adopted in 1981, empowers the legislature to authorize cities, towns, and other taxing units to grant exemptions or other relief from ad valorem taxes on property located in a reinvestment zone for the purpose of encouraging development or redevelopment and improvement of the property.

Statutory. Chapter 312 of the Texas Tax Code Annotated, originally enacted as Article 1066f, Texas Revised Civil Statutes Annotated, and amended in 1983, 1985, and 1987, authorizes tax abatement as hereafter described.

Reinvestment Zones

General. Tax abatement is allowed only in areas designated as reinvestment zones and applies only to real property taxes. Abatement does not apply to personal property taxes.

Designation as Reinvestment Zone. To be designated a reinvestment zone, an area must meet certain criteria. The seven categories of criteria applied by a city in designating an area can be generally summarized as (1) redevelopment of slum and blighted areas, (2) certain federally assisted areas, and (3) areas designed to retain or expand primary employment or to attract major investment in the zone. The commissioners court cannot designate an area as a reinvestment zone unless the area meets the requirements of category three.

Duration. The designation of a reinvestment zone is effective for five (5) years and can be renewed for periods not to exceed five (5) years. The expiration of the designation does not affect any existing tax abatement agreement.

Reinvestment Zone Within Corporate Limits of City. Designations of reinvestment zones within the corporate limits of a city may be made only by the city.

Reinvestment Zone Within ETJ of City. Both a city and a county may designate reinvestment zones in the extraterritorial jurisdiction (ETJ) of a city.

Reinvestment Zone Outside Both City and City ETJ. Designations of areas located outside the corporate and ETJ limits of the city may be made only by the county.

School Districts. School districts are not authorized to designate reinvestment zones.

Procedural Requirements for Designation

Establishing Guidelines. Before an area may be designated as a reinvestment zone, the governing body proposing such designation must establish guidelines governing tax abatement agreements and a resolution stating that the governing body elects to become eligible to participate in tax abatement. Any other taxing entity proposing to execute abatement agreements must establish guidelines prior to execution. The guidelines are effective for two (2) years from the date adopted. During the two-year period a vote of three-fourths of the members of the governing body is required to amend or repeal the guidelines.

Notice and Hearing. An area cannot be designated as a reinvestment zone until a public hearing is held. Notice of the hearing must be published in a newspaper having general circulation in the municipality not later than seven (7) days before the date of the hearing. Written notice of the hearing must be given to each taxing unit within the boundaries. All interested persons are entitled to appear at the hearing.

Tax Abatement Agreement

General. A city, county, and school district may execute tax abatement agreements with the owner of property that is included in the area designated a reinvestment zone and located within the boundaries of the taxing unit. Each

has an option, not an obligation, to do so, and there is no penalty for not executing an agreement. If a city or a county abates, the taxes of special districts within the reinvestment zone, such as municipal utility districts and levee improvement districts, are automatically abated without their consent to the same extent contained in the abatement agreement.

Areas Within Corporate Limits. If the reinvestment area is located within the corporate limits of the city, the city may execute the abatement agreement. If a county or school district executes agreements, the terms of the agreements must be identical to the terms of the city agreement.

Areas Within ETJ. If a city designates property in the ETJ as a reinvestment zone, a county or school district may execute abatement agreements, but the terms need not be identical to the terms of an existing city agreement. If the county or school district has an agreement in effect, all subsequent agreements must be uniform.

If the county designates a reinvestment zone in the ETJ, all agreements must contain identical terms. The city may execute an agreement providing that, in the event of annexation by the city, the city will abate on identical terms. If a city annexes property in the ETJ that is subject to an abatement agreement by the county or school district, the city may agree to abatement during the period specified in the county agreement.

Areas Outside Both City and ETJ. For property located outside the city and its ETJ, agreements are initiated by the commissioners court of the county. All agreements in the reinvestment zone must be identical.

Notice. Before a city or county enters into a tax abatement agreement, the city or county must give seven (7) days' written notice to the governing body of each other taxing unit in which property to be subject to the agreement is located. The notice must include a copy of the proposed agreement.

Extent of Abatement. The agreement may exempt from taxation all or part of the increase in the value of the property over its value in the year in which the agreement is executed. The abatement may be a flat percentage or a declining percentage.

Duration. The maximum term of the abatement is fifteen (15) years.

Required Terms. A tax abatement agreement must include the specific condition that the owner make improvements to the property. An agreement must provide information on all proposed improvements, allow access to an inspection of the property by the governing body, limit the uses of the property to uses which encourage development or redevelopment, and provide for recapturing property tax revenue lost if the property improvements are not made.

Optional Provisions. Certain optional terms may be included. These include provisions for improvements or repairs to streets and utility services or facilities associated with the property, an economic feasibility study, maps showing existing uses and conditions of the property and proposed improvements and uses, and proposed changes of ordinances, building codes and the master plan.

Conflict of Interest

No taxes can be abated on any property owned or leased by a member of the governing body of the city, by a member of the zoning and planning board, or by a member of the commissioners court.

4A/JRW(t)

34 883 9

AS PER ORIGINAL

LEE DUGGAN, Mayor
GAYDELLE M. LANG, Council Member District One
MARGARET BELL, Council Member District Two
JAMES R. DAVIDSON, Council Member District Three
WILLIAM H. LEWIS, City Manager

City of Sugar Land

200 MATLAGE WAY
P.O. BOX 110
SUGAR LAND, TEXAS 77487-0110

(713) 242-3170

DAVID B. BLOMSTROM, Council Member At Large
HARRIS H. JOHNSTON, JR., Council Member At Large
ROY L. CORDES, JR., Council Member At Large
GLENDA GUNDERMANN, City Secretary

December 2, 1987

Kirk Mitchell, Project Manager
Standard Oil Production Company
P.O. Box 4587
Houston, Texas 77210

RE: Tax Abatement Program Update

Dear Mr. Mitchell:

The City of Sugar Land is pleased to inform you that the necessary criteria and guidelines for tax abatement in the City were approved by resolution at the regular meeting of the Sugar Land City Council yesterday, December 1, 1987. A copy of the criteria and guidelines, which govern all tax abatement agreements with the City, is enclosed for your information and review.

As you are now well aware, the prospect of Standard Oil's relocation to Sugar Land has prompted the City to establish a tax abatement program as quickly as possible. Such a program is now in place, and, as such, the City is now able to accept applications from interested parties regarding the possible establishment of reinvestment zones and subsequent negotiation of tax abatement agreements. The City hopes that Standard Oil finds the criteria and guidelines suitable to its circumstances and would be interested in eventually participating in the City's program.

To reiterate, the City anxiously anticipates the opportunity to work with Standard Oil in its relocation endeavors.

Very sincerely yours,

Lee Duggan

Lee Duggan
Mayor

LD/bjw

cc: Judge Jodie Stavinhoa
Dr. Rodney LaBouef
Herb Appel

L05787

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GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES CREATED IN SUGAR LAND, TEXAS

WHEREAS, the creation and retention of job opportunities that bring new wealth is the highest civic priority; and

WHEREAS, the City of Sugar Land must compete with other localities across the nation currently offering tax inducements to attract new plant and modernization projects; and

WHEREAS, any tax incentives offered in Sugar Land, Texas would reduce needed tax revenue unless strictly limited in application to those new and existing industries that bring new wealth to the community; and

WHEREAS, any tax incentives should not adversely affect the competitive position of existing companies operating in Sugar Land, Texas; and

WHEREAS, the abatement of property taxes, when offered to attract primary jobs in industries which bring in money from outside a community instead of merely recirculating dollars within a community, has been shown to be an effective method of enhancing and diversifying an area's economy; and

WHEREAS, Texas law requires any eligible taxing jurisdiction to establish Guidelines and Criteria as to eligibility for tax abatement agreements prior to granting of any future tax abatement, said Guidelines and Criteria to be unchanged for a two year period unless amended by a three-quarters vote; and

WHEREAS, these Guidelines and Criteria shall not be construed as implying or suggesting that the City of Sugar Land is under obligation to provide tax abatement or other incentive to any applicant, and all applicants shall be considered on a case-by-case basis;

NOW, THEREFORE be it resolved that the City of Sugar Land, Texas, does hereby adopt these Guidelines and Criteria for granting tax abatement in reinvestment zones in Sugar Land, Texas.

DEFINITIONS -- Section 1.

(a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real property in a reinvestment zone designated by the City of Sugar Land for economic development purposes.

(b) "Agreement" means a contractual agreement between a property owner and/or lessee and the City of Sugar Land, Texas.

(c) "Base year value" means the assessed value of eligible property January 1 preceding the execution of the agreement plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the Agreement.

(d) "Deferred Maintenance" means improvements necessary for continued operation which do not improve productivity or alter the process technology.

(e) "Eligible Facilities" means new, expanded or modernized buildings and structures, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment zone that would be a benefit to the property and that would contribute to the economic development within the City of Sugar Land, but does not include Facilities which are intended primarily to provide goods or services to residents or existing businesses located in Sugar Land, Texas, such as, but not limited to, restaurants and retail sales establishments. Eligible Facilities may include, but shall not be limited to, Hotels and Office Buildings.

(f) "Expansion" means the addition of buildings, structures, machinery, equipment or payroll for purposes of increasing production capacity.

(g) "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

(h) "Hotel" means a commercial structure which provides overnight accommodations to travelers and which contains 150 rooms or more.

(i) "Modernization" means a complete or partial demolition of Facilities and the complete or partial reconstruction or installation of a Facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery or equipment, or both.

(j) "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with Expansion or Modernization.

(k) "Office Building" means a new office building to be occupied at least 90% by one owner or one tenant.

(l) "Productive Life" means the number of years a property improvement is expected to be in service in a facility.

ABATEMENT AUTHORIZED -- Section 2

(a) Eligible Facilities. Upon application, Eligible Facilities shall be considered for Tax Abatement as hereinafter provided.

(b) Creation of New Value. Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an abatement agreement between the City of Sugar Land and the property owner or lessee, subject to such limitations as the City of Sugar Land may require.

(c) New and Existing Facilities. Abatement may be granted for new Facilities and improvements to existing Facilities for purposes of Modernization or Expansion.

(d) Eligible Property. Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the Facility.

(e) Ineligible Property. The following types of property shall be fully taxable and ineligible for Tax Abatement: land; supplies; tools; furnishing, and other forms of movable personal property; housing; Deferred Maintenance; property to be rented or leased except as provided in Section 2(f); property which has a Productive Life of less than 10 years.

(f) Owned/Leased Facilities. If a Leased Facility is granted abatement, the agreement shall be executed with the lessor and the lessee.

(g) Economic Qualification. In order to be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement:

(1) must be expected to have an increased appraised ad valorem tax value of at least $1,000,000 based upon the Fort Bend Central Appraisal District's assessment of the Eligible Property; and

(2) must be expected to prevent the loss of payroll or retain, increase or create payroll on a permanent basis in Sugar Land, Texas.

(h) Standards for Tax Abatement. The following factors, among others, shall be considered in determining whether to grant Tax Abatement and, if so, the percentage of value to be abated and the duration of the Tax Abatement:

(1) value of land and existing improvements, if any;

(2) type and value of proposed improvements;

(3) Productive Life of proposed improvements;

(4) number of existing jobs to be retained by proposed improvements;

(5) number of type of new jobs to be created by proposed improvements;

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(6) amount of local payroll to be created;

(7) whether the new jobs to be created will be filled by persons residing or projected to reside within affected taxing jurisdictions; and

(8) amount of local sales taxes to be generated directly;

(9) amount property tax base valuation will be increased during term of Abatement and after Abatement, which shall include a definitive commitment that such valuation shall not, in any case, be less than $1,000,000;

(10) the costs to be incurred by the City of Sugar Land to provide facilities or services directly resulting from the new improvements;

(11) the amount of ad valorem taxes to be paid the City of Sugar Land during the Abatement period considering (a) the existing values, (b) the percentage of new value abated, (c) the Abatement period, and (d) the value after expiration of the Abatement period;

(12) the population growth of the City of Sugar Land that occurs directly as a result of new improvements;

(13) the types and values of public improvements, if any, to be made by applicant seeking Abatement;

(14) whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(15) the impact on the business opportunities of existing businesses;

(16) the attraction of other new businesses to the area;

(17) the overall compatibility with the zoning ordinances and comprehensive plan for the area;

(18) whether the project is environmentally compatible with no negative impact on quality of life perceptions.

Each Eligible Facility shall be reviewed on its merits utilizing the factors provided above. After such review, Abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(i) Denial of Abatement. Neither a reinvestment a zone nor abatement agreement shall be authorized if it is determined that:

(1) there would be a substantial adverse affect on the provision of government service or tax base;

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(2) the applicant has insufficient financial capacity;

(3) planned or potential use of the property would constitute a hazard to public safety, health or morals;

(4) violation of other codes or laws; or

(5) any other reason deemed appropriate by the City Council of the City of Sugar Land.

(j) Taxability. From the execution of the Abatement to the end of the Agreement period taxes shall be payable as follows:

(1) the value of ineligible property as provided in Section 2(e) shall be fully taxable; and

(2) the base year value of existing eligible property as determined each year shall be fully taxable;

The additional value of new eligible property shall be fully taxable at the end of the Abatement period.

APPLICATION — Section 3.

(a) Any present or potential owner of taxable property in Sugar Land, Texas may request the creation of a reinvestment zone and tax abatement by filing a written request with the City of Sugar Land. The application shall then be forwarded to the Sugar Land Economic Development Committee for review and recommendation to the City Council of the City of Sugar Land for final disposition.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described in Section 2(h) hereof; a map and property description; and a time schedule for undertaking and completing the planned improvements. In the case of Modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant.

(c) The City of Sugar Land shall give notice as provided by the Texas Property Tax Code, i.e., (1) written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located no later than the seventh day before the public hearing, and (2) publication in a newspaper of general circulation within such taxing jurisdiction no later than the seventh day before the public hearing. Before acting upon the application, the City of Sugar Land shall, through public hearing, afford the applicant and the designated representative of any governing

body referenced hereinabove to show cause why the Abatement should or should not be granted.

(d) The City of Sugar Land, no more than 45 days after receipt of the application, shall by resolution either approve or disapprove the application for Tax Abatement. The City of Sugar Land shall notify the applicant of approval or disapproval.

(e) The City of Sugar Land shall not establish a reinvestment zone for the purpose of Abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, Modernization, Expansion or New Facility.

AGREEMENT -- Section 4.

(a) After approval, the City of Sugar Land shall formally pass a resolution and execute an Agreement with the owner of the Facility and lessee, as required, which shall include:

(1) estimated value to be abated and the base year value;

(2) percent of value to be abated each year as provided in Section 2(g);

(3) the commencement date and the termination date of Abatement:

(4) the proposed use of the Facility; nature of construction, time schedule, map, property description and improvement list as provided in Application, Section 3(b);

(5) contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, recapture, administration and assignment as provided in Sections 2(a), 2(f), 2(g), 6, 7 and 8; and,

(6) size of investment and average number of jobs involved.

Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the City of Sugar Land.

RECAPTURE -- Section 5.

(a) In the event that the company or individual (1) allows its ad valorem taxes owed the City of Sugar Land to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the Abatement Agreement and fails to cure during the Cure Period in and

after described, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the City of Sugar Land determine that the company or individual is in default according to the terms and conditions of its Agreement, the City of Sugar Land shall notify the company or individual of such default in writing at the address stated in the Agreement, and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the Agreement may be terminated.

ADMINISTRATION -- Section 6.

(a) The Chief Appraiser of the Fort Bend Central Appraisal District will annually determine an assessment of the real and personal property comprising the reinvestment zone. Each year, the company or individual receiving abatement shall furnish the Appraiser with such information as may be necessary for the Abatement. Once value has been established, the Chief Appraiser will notify the City of Sugar Land of the amount of the assessment.

(b) The Abatement Agreement shall stipulate that employees and/or designated representatives of the City of Sugar Land will have access to the reinvestment zone during the term of the Abatement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.

(c) Upon completion of construction, the designated representative of the City of Sugar Land shall annually evaluate each Facility receiving Abatement to insure compliance with the agreement, and a formal report shall be made to the City Council of Sugar Land regarding the findings of each evaluation.

ASSIGNMENT -- Section 7.

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same Facility upon the approval by resolution of the City of Sugar Land subject to the financial capacity of the assignee and provided that all conditions and obligations in the Abatement Agreement are guaranteed by the execution of a new contractual Agreement with the City of Sugar Land. No assignment or transfer shall be approved if the parties to the existing Agreement, the new owner or new lessee, are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld.

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SUNSET PROVISION — Section 8.

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters vote of the City Council of the City of Sugar Land, at which time all reinvestment zones and Tax Abatement agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria may be modified, renewed or eliminated.

GC.tax

6. MR. MIKE MCNEELY, REPRESENTING CRIMINAL BAR ASSN. & FORT BEND BAR ASSN., RE: LAW LIBRARY FACILITIES:

Mike McNeely, representing Criminal Bar Association and Fort Bend Bar Association, recommended a study for future law library facilities that would be available evening & weekends.

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to refer the matter to the space committee for further study.

7. CONSIDER REQUEST FROM CHILDREN'S PROTECTIVE SERVICES TO AMEND BUDGET:

Cancel

8. SHERIFF GUS GEORGE, RE: ACCEPT $50 CHECK AS RESTITUTION PAYMENT FOR DAMAGES TO PATROL CAR & REBUDGET:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept $50.00 as restitution payment for damages to patrol car and rebudget into repairs. (Recorded in minutes in full)

9. CONSIDER RESOLUTION ADOPTING PROCEDURAL GUIDELINES & CRITERIA FOR EVALUATING REINVESTMENT ZONE APPLICATIONS; AND ESTABLISHING COMPREHENSIVE CRITIERIA & GUIDELINES GOVERNING TAX ABATEMENT AGREEMENTS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept Resolution Adopting Guidelines & Criteria for Granting Tax Abatement in Reinvestment Zones in Fort Bend County as presented by Herb Appel, President, Greater Fort Bend Economic Development Council and Joe B. Allen, Vinson & Elkins, Attorneys at Law. (Recorded in minutes in full)

10. CONSIDER ADDITIONAL BENEFITS AVAILABLE AT NO COST THROUGH THE RETIREMENT SYSTEM:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt Plan 1 as proposed by the Texas County & District Retirement System effective January 1, 1988. (Recorded in minutes in full)

Kathy Hynson, County Treasurer discussed the available increase in retirement benefit.

11. CONSIDER INCREASING EMERGENCY MEDICAL SERVICE FEES:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize increase in EMS fees from:
$ 45.00 to $ 60.00 for Local fees
$ 75.00 to $ 90.00 for Inter-hospital transports
$ 90.00 to $130.00 for Long distance transports
$ 25.00 to $ 40.00 for Life Flight Assistance

Effective January 1, 1988, as presented by Daniel Kosler, EMS Director.

12. CONSTABLE RICHARD PRING, PRCT. 4, RE: REQUEST BUDGET AMENDMENT TO CORRECT DEFICIT IN 1987 FUNDS SALARY LINE ITEM:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize amendment of budget as follows, for Constable #4. Funds to come from contingency fund, as

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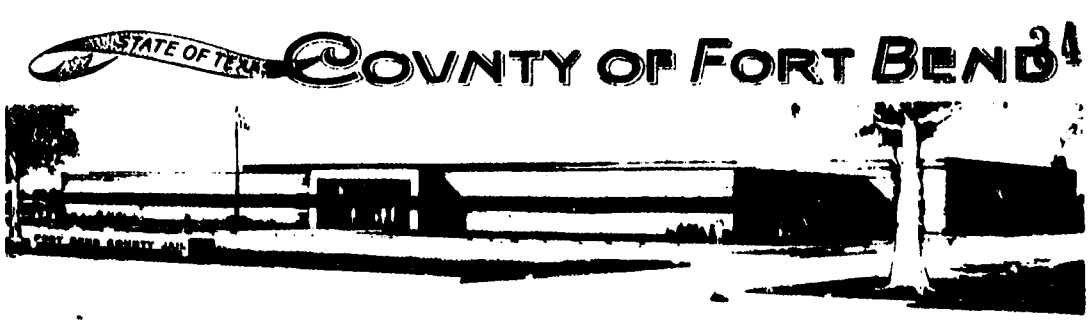
893



713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

December 1, 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, December 7, 1987.

Accept check in the amount of $50.00 from Encarnacion Salazar as restitution payment for damages to Fort Bend County Sheriff Department patrol car, and rebudget into the General Fund.

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

THE STATE OF TEXAS
COUNTY OF FORT BEND

On this the 7th day of December, 1987, the Commissioners Court of Fort Bend County, Texas, was convened in Richmond, Texas session at a regular Term of said Court, with the following members present, to wit:

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

and at such session, among other Proceedings, the following order was passed:

WHEREAS, by virture of an order of the Commissioners Court of Fort Bend County, Texas, adopted on the 7th day of December, 1987, said County became a participating subdivision in the Texas County and District Retirement System (hereinafter called "TCDRS"); and

WHEREAS, the Actuary for TCDRS has determined and certified that the increases in benefits, credits and additional coverage hereinbelow selected, can be amortized by the County within the time and under the terms prescribed by Subtitle F of Title 110B, of the Revised Civil Statutes of Texas, 1925, as amended (hereinafter called the "TCDRS Act"); it is accordingly,

ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

"1. Effective January 1, 1988:

"(a) Allocated (special) prior service credits heretofore by this County and now in effect shall be increased from the present 155% of the maximum (special) prior service credit of each member affected to 165% of said amount.

"(b) TCDRS members having current service credit with this County shall be allowed "multiple matching credit" calculated at a percentage rate which, when added to the rate employed in determining the "current service credit" allowable to the member under Sec. 53.403 of the TCDRS Act, will total 230% of the accumulated contributions of the members.

"(c) Monthly payments as to annuities in effect December 31, 1987 and which arose out of prior service credits allowed by this County shall be increased as to payments for January, 1988 and each month thereafter by 6.45% of the monthly benefit paid to the annuitant for the month of December 1987 (excluding any amounts paid as distributive benefits).

"(d) Monthly payments as to annuities in effect December 31, 1987 and which rose out of current service credits and multiple matching credits allowed by this County shall be increased as to payments for January 1988 and each month thereafter by 6.45% of

the monthly benefit paid to the annuitant for the month of December 1987 (excluding any amounts paid as distributive benefits).

"2. Effective January 1, 1988:

"(a) Any person who on or after January 1, 1988 is a TCDRS member who shall have accumulated ten (10) or more years of credited service with this County and other subdivisions that have adopted ten (10) year service retirement eligibility under Section 54.207 of the TCDRS Act and has attained the age of sixty (60) shall have the right to retire and receive a service retirement annuity.

"(b) Any person who on or after January 1, 1988 is a TCDRS member who shall have accumulated sufficient years of credited service with this County and other subdivisions which have adopted the provisions of Section 54.207 of the TCDRS Act such that, when the years of such credited service is added to the member's years of attained age produces a sum equal to or in excess of eighty (80), shall have the right to retire and receive a service retirement annuity.

"(c) Any person who on or after January 1, 1988 is a TCDRS member who shall have accumulated ten (10) or more years of credited service with this County and other subdivisions which have adopted the provisions of Section 54.207 of the TCDRS Act, and who is not eligible for service retirement, may retire and receive a disability retirement annuity if the member is certified as disabled in accordance with Section 54.303 (b) (2) of the TCDRS Act.

"(d) Any person who on or after January 1, 1988 is a TCDRS member who shall have accumulated twenty (20) or more years of credited service with this County and other subdivisions that have adopted twenty (20) year deferred service eligibility or who shall have accumulated ten (10) or more years of credited service with this County and other subdivisions that have adopted ten (10) year deferred service eligibility and has attained the age of sixty (60) shall have the right of "deferred service retirement" under the terms and conditions prescribed in Sections 54.203 and 54.207 of the TCDRS Act.

"(e) Any person who on or after January 1, 1988 is a TCDRS member and who shall have accumulated at least ten (10) years of credited service with this and other participating subdivisions which have

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adopted ten (10) year vesting, shall have the right, despite withdrawal from service prior to attainment of age sixty (60), to remain a member and to retire at or after age sixty (60), conditioned that he lives to date of retirement and that he shall not have withdrawn his accumulated deposits with the System.

3. Prior service credit (not exceeding 36 months total) shall be, and is hereby allowed (effective January 1, 1988) for active service in the armed forces of the United States performed by a TCDRS member of this County under the following conditions, viz.:

"(a) Such service was performed prior to date of the County's participation in Texas County and District Retirement System.

"(b) Such service was performed during a time that the United States was involved in organized conflict with foreign forces, whether in a formal state of war or police action;

"(c) Such person was an employee of this County immediately prior to the beginning of such service in the armed forces, entered such military service without intervening employment, and returned to employment of this County within one hundred eighty (180) days following his discharge or release from active duty with the armed forces; and

"(d) Such person has not heretofore been allowed credit for any part of such military service.

4. Any person who on or after January 1, 1988 is a TCDRS member of this County and who as a member of the military service of the United States during the period from April 6, 1917 to November 11, 1919, or from October 16, 1940 to October 31, 1974, and who otherwise qualifies under the requirements of Section 53.601 of the TCDRS Act, shall be granted current service credit and multiple matching credit for each month of such military service (not exceeding the limites prescribed in said Act) for which such member makes application and makes deposits in the manner prescribed by said Act.

The above order being read, it was moved and seconded that the same do pass and be adopted. Thereupon, the question being called for, the following members voted Aye: Commissioner Johnnie Pustka, Commissioner Ben Denham, Commissioner Alton Pressley, Commissioner Bob Lutts; and the following voted No: None.

Witness our hands officially this 7 day of December, 19 87.

Jodie E. Stavinoha
County Judge

ATTEST:
Dianne H. Ison
County Clerk

AGENDA ITEM
#10

NOV 19 '87 34 897

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Texas County and District Retirement System

400 WEST 14TH STREET • AUSTIN, TEXAS 78701
PHONE 512/476-6651

November 17, 1987

MEMO TO: Corresponding Officials and County Judges of TCDRS Subdivisions Eligible to Increase Benefits

FROM: J. Robert Brown, Director JRB

RE: Results of 1987 Special Actuarial Studies

The Texas County and District Retirement System Act provides that certain counties and districts will be entitled to add certain types of benefits and/or increase other types of benefits effective January 1, 1988 without increasing the required monthly deposits being made by the employees and contributions being made by the county or district. Counties and districts eligible are those that:

1. Have completed three or more years of participation as of December 31, 1986 since the later of either their original participation date or the effective date of the last increase in benefits, and

2. Have an amortization period as of December 31, 1986 for the obligations then existing before any increase in benefits that is not greater than 20 years.

According to calculations of the Actuary, your county or district meets the favorable actuarial experience requirements, and a special actuarial study has been made to indicate the benefit changes you may select. A summary of the results of the special actuarial study is shown on Exhibit 1.

The types of benefit changes available may include these items:

1. Increase in allocated prior service credits

2. Increase in annuities resulting from prior service credits

3. Increase in multiple matching credits, past and future

4. Increase in annuities resulting from current service credits and multiple matching credits

5. Adoption of the Optional Benefit Eligibility Plan (if not already a part of your plan) which provides for:

   a. Service retirement eligibility with at least 10 years of service at age 60 or above,
   b. Vesting eligibility with at least 10 years of service,
   c. Early retirement eligibility when the sum of years of service and years of age is equal to or greater than 80,
   d. Nonoccupational disability retirement eligibility with at least 10 years of service, and
   e. Deferred service retirement eligibility with at least 10 years of service at age 60 or above or with at least 20 years of service regardless of age.

6. Authorization of credit for certain military service (if not already a part of your plan).

In addition to Exhibit 1, three other exhibits are enclosed which describe some of the benefits. Some examples of the deferred service retirement benefit are given in Exhibit 2. The right of vesting is described in Exhibit 3, which includes an example of how it works. Exhibit 4 provides a summary of how credit in TCDRS can be obtained for certain military service.

Items 1 through 7 of Exhibit 1 describe the benefits under your present TCDRS plan and under proposed alternate plan(s). Items 9 and 10 show the increase in retirement benefits that would result from the changes in items 1 and 2 under the adoption of one of the alternate plans shown.

One, two or three plans may be shown on Exhibit 1. Two plans are shown in situations where it is possible to develop both a plan (Plan 1) which gives first priority to improvement in prior service benefits and a plan (Plan 2) which gives first priority to improvement in all current service benefits. If this results in wide variations in the improvements in prior service and current service benefits between Plan 1 and Plan 2, an alternate plan (Plan 3) has been developed as a compromise between the two. In some situations, only one plan (Plan 1) is shown because it was not possible to develop a second plan which improves all current service benefits (Item 2 of Exhibit 1) to a level greater than that shown in Plan 1.

Please observe any comments that may appear on the lower portion of your Exhibit 1.

After your Governing Body has decided on the plan desired, an Order must be passed designating the plan selected. We, therefore, are enclosing a model Order to be used as a guideline in the preparation of your Order. If some parts of this model Order are not applicable to your subdivision, such items should be omitted in the preparation of your Order. Your Governing Body must also execute the enclosed one-page form entitled "Acknowledgement of Actuarial Assumptions Regarding TCDRS Benefit Increases". This form advises you and your Governing Body of the key assumptions underlying the determination of the benefit increases being adopted. We will need to receive your completed Order and Acknowledgement Form no later than January 1, 1988. We will contact you in approximately two weeks to determine if you have any questions concerning the enclosed material. However, please do not hesitate to contact our office at any time.

JRB/mpw
Enclosures

EXHIBIT 1

Actuarial Valuation as of 12/31/86 with Benefit Increase Effective 1/1/88

	Fort Bend County			
	Present	Plan 1	Plan 2	Plan 3
1. Allocated (special) prior service credit percentage	155%	165%	____%	____%
2. Employer matching percentage for current service				
a. "Current service credit" percentage	100%	100%	____%	____%
b. "Multiple matching credit" percentage	110%	130%	____%	____%
c. Total	210%	230%	____%	____%
(Employer Matching Ratio)	(2.1 to 1)	(2.3 to 1)	(___ to 1)	(___ to 1)
3. Service required for vesting	10 years	10 years	10 years	10 years
4. Service required for retirement at 60	10 years	10 years	10 years	10 years
5. Early retirement eligibility	Rule of 80	Rule of 80	Rule of 80	Rule of 80
6. Deferred service retirement selection eligibility	10 yrs/age 60 or 20 yrs	10 yrs/age 60 or 20 yrs	10 yrs/age 60 or 20 yrs	10 yrs/age 60 or 20 yrs
7. Military service credit authorized for:				
a. Prior service	yes	yes	yes	yes
b. Current service	yes	yes	yes	yes
8. Amortization period	10.21 yrs	24.43 yrs	____ yrs	____ yrs
9. Percentage increase in:				
a. Credits for prior service		6.45%	____%	____%
b. Annuities for prior service		6.45%	____%	____%
10. Percentage increase in:				
a. Credits for current service		6.45%	____%	____%
b. Annuities for current service		6.45%	____%	____%

Only one plan is shown because it was not possible to develop a second plan which improved all current service benefits (Item 2) to a level greater than that shown in Plan 1.

Exhibit 2

Deferred Service Retirement

The right of deferred service retirement is the right of a beneficiary to receive additional death benefit protection, payable in the form of a monthly annuity, if an employee dies before retirement. An employee who does not have this right has a more limited death benefit protection in that the beneficiary has a right only to a refund of the employee's accumulated TCDRS deposits.

Under all the proposed plans shown in Exhibit 1, each employee who (a) has 10 or more years of service and is age 60 or older, or (b) has 20 or more years of service, regardless of age, will have the right to apply for deferred service retirement.

How does deferred service retirement work? Let's assume John Doe, who is an employee age 60, with credit for 10 years of service with TCDRS, accumulated prior service credit of $5,000 and accumulated deposits of $12,000, dies before retiring.

Under a plan that does not have 10 year and age 60 deferred service retirement, his designated beneficiary would be entitled to receive only his accumulated deposits of $12,000. If his county or district elects or has previously elected the deferred service retirement plan described above, the member's designated beneficiary shall be entitled to receive a monthly annuity instead of his accumulated deposits.

If he is survived by his wife, Mary Doe, who is also age 60, and he has designated her to receive a lifetime income by selecting Option 1 on his deferred service retirement application, then she will be entitled to receive a monthly annuity for as long as she lives. The amount of the monthly annuity will depend upon the benefit design of the county or district's TCDRS plan. For example, if the plan has an employer matching ratio of 2.0/1 and a prior service allocation percentage of 150%, then the monthly benefit would be $288. Assuming she lives 25 years (her approximate life expectancy), she will receive total payments of at least $86,400 ($288 x 12 x 25).

Exhibit 3

Vesting

Vesting is the right of a member to receive a TCDRS retirement benefit when he reaches retirement age (60 or higher) if he terminates employment with the county or district before reaching retirement age. Vesting in a TCDRS plan is conditional vesting in that the former employee who has enough service to be vested must (1) leave his accumulated deposits in TCDRS and (2) live to retirement age. A member with a right to vesting forfeits that right if he elects to receive a refund of his accumulated deposits. In addition, if a vested member who has terminated employment dies before attaining an age at which he is eligible to retire, he loses his vested status. However, such a member's beneficiary would be eligible for a death benefit under the deferred service retirement provisions if he had 20 or more years of service. Similarly, if a vested terminated member dies while eligible for retirement, his beneficiary would be eligible for a death benefit. If a vested, terminated member dies before reaching retirement eligibility and has less than 20 years of service, his beneficiary would receive a refund of the member's accumulated deposits.

How does vesting work? Assume Ralph Jones, who is an employee age 50 at the end of 1985, has credit for 10 years of service with TCDRS, accumulated prior service credit of $5,000, and accumulated deposits of $12,000. Further assume he terminated employment with the county or district at that time. If his county or district elects (or has previously elected) the Optional Benefit Eligibility Plan, which includes the 10-year vesting provision, and Mr. Jones does not withdraw his accumulated deposits, then he would be entitled to make application for retirement upon attaining age 60 in 1995, and could begin receiving a TCDRS Standard Benefit or the actuarial equivalent thereof in the form of another optional retirement benefit. The amount of the benefit would depend upon the benefit design of the county or district's TCDRS plan and the interest credited on the member's accumulated deposits each year. For example, if the plan has an employer matching ratio of 2.0/1 and a prior service allocation percentage of 150% and if 10% interest is credited each year through 1995, then the monthly Standard Benefit would be $839.

Exhibit 4

Military Service

An amendment to the TCDRS Act made in 1975 permits an employee to count certain active military service as credited current service for the purpose of retirement.

What military service can be counted? Any active military service rendered between April 6, 1917 and November 11, 1919 and October 16, 1940 and October 31, 1974

Can the active military service be counted even if the employee was not a county or district employee at the time he entered military service? Yes, a person who becomes a county or district employee at any time after completion of active military service is eligible for consideration.

How much active military service can be counted? If the employee has 10 or more years of county or district service, he is entitled to purchase up to three years of active military service. If he has 15 or more years of service, he is entitled to purchase up to five years of active military service.

Can an employee receive credit for active military service even if he is already receiving a military retirement benefit provided by a federal law for at least 20 years active military pay? No, the TCDRS Act prohibits this.

Can an employee receive credit for active military service even if he has already been granted retirement credit for active military service either by TCDRS or any other public retirement system governed by the laws of the state of Texas? No, the TCDRS Act also prohibits this.

When must an employee apply for retirement credit for the active military service? Any time after the effective date the county or district permits its employees to have credit for active military service but before retirement.

What does the employee have to pay to TCDRS to receive credit for active military service? In most cases $15.00 per month for the number of months of active military service being claimed. For example, an employee claiming three years of active military service would pay TCDRS $540.00 ($15.00 x 12 months x 3 years), and an employee claiming five years of active military service would pay $900.00 ($15.00 x 12 months x 5 years).

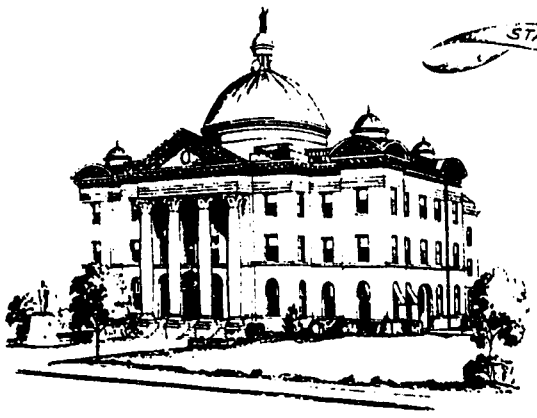
What does the county or district pay TCDRS? A matching amount is paid by the county or district at the same time that the employee makes his payment.

How does it benefit the employee who claims retirement credit for his active military service? Generally, it will increase the employee's TCDRS retirement benefit approximately $10.00 to $20.00 per month, depending on his age at retirement, on the benefit design of his employer's TCDRS plan, on the length of his active military service and on the number of years between the date of purchase and the date of retirement. Moreover, counting the active military service as TCDRS credited service may enable the employee to more quickly meet the requirements for vesting, deferred service retirement, and service retirement.

Exhibit 4
Page 2

How does the 1975 amendment, as described above, affect any credits previously granted for active military service under the TCDRS Act? Before the 1975 amendment to the TCDRS Act, TCDRS permitted employees having certain active military service in electing counties and districts to count their active military service as credited prior service. Such active military service was limited to situations where the employee entered active military service directly from county or district employment and returned to employment with the county or district within 180 days following his release from military duty. The 1975 active military service amendment will not affect any credit for military service previously granted by TCDRS except that the employee will not be able to count his service again under the 1975 amendment.

AGENDA ITEM
#11



STATE OF TEXAS COUNTY OF FORT BEND

34 904

Emergency Medical Services

Rt. [illegible] C
Rosen[illegible] 7471

Emergency (713) 342-2100 Office (713) 342-7233

DANIEL KOSLER
Director

1985 BLS SERVICE OF THE YEAR
1987 ALS SERVICE OF THE YEAR

JOE KACAL
Assistant Director

AS PER ORIGINAL

November 18, 1987

W. Agenda

The Honorable County Judge
and Commissioners Court

RE: Proposed Service Fee Increase

Dear Sirs:

In mid-April I provided to you information which indicated the proximity of this services fee schedule as compared with other systems who charge.

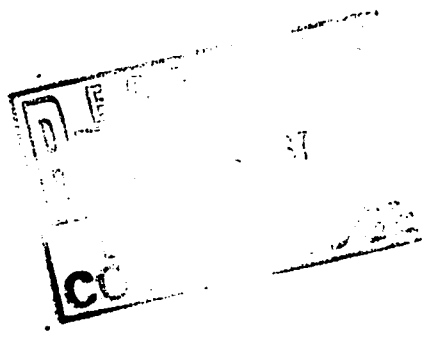
I would like to re-address this item with you during the week of November 23rd, and have enclosed a copy of the letter for your review.

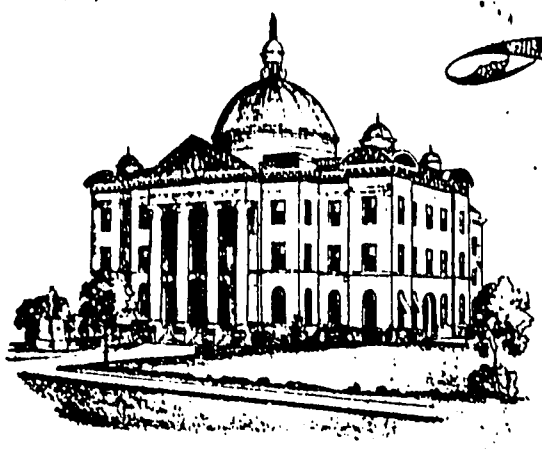
I would like to thank you in advance for your time and consideration.

Sincerely,

Daniel Kosler

DK:sc
Enclosure





COUNTY OF FORT BEND

34 905

Emergency Medical Services

Rt. 2, Box 643-C
Rosenberg, Texas 77471

Emergency (713) 342-2100

Office (713) 342-7233

DANIEL KOSLER
Director

JOE KACAL
Assistant Director

AS PER ORIGINAL

April 15, 1987

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

RE: Proposed Fee Increase

Dear Sirs:

Please find enclosed for your consideration a new fee schedule for Fort Bend County's Emergency Medical Service.

The proposed increase would only narrow the gap between the county's present fee structure and those which could be considered "standard" in the industry.

Of the fifty-four agencies who responded to a fee survey questionnaire conducted by the City of Dallas, only five charge less than the county's $45.00 base fee. Compared to those who charged more, the county's fee is anywhere from 11% to 200% lower. (Note: There are over 1,120 ambulance services in the state of Texas, EMS Messenger 10/1985)

Consider the following:

	Current	Proposed	
Local Fee -- (base fee)	$45.00	$ 60.00	$15.00 or 33%
Inter-hospital transports	$75.00	$ 90.00	$15.00 or 20%
Long distance transports	$90.00	$130.00	$40.00 or 44%
Life Flight Assist	$25.00	$ 40.00	$15.00 or 60%
Average Increase			$21.25 or 39%

34 906

AS PER ORIGINAL

Compared to the above survey, the new fee schedule is still beneath twenty-six of the agencies who responded by an average of 68%, low being 8.33% and high 125%.

You may ask: How will this increase affect patient's who are on both Medicare and Medicaid insurance programs?

To answer: They will not be affected, however, there will be an uncollectable balance of $15.00 for the remainder of 1987 for those we transport.

Why is the $15.00 uncollectable?

When you accept assignment from both of these carriers together, or from Medicaid only, basically you agree to accept the amount they approve to pay. Further collection attempts on any unpaid balance is prohibited. Currently, our approved amount for both insurances is $45.00 Should the new fee schedule of $60.00 be accepted, then a $15.00 balance will remain on the books. If someone has only the Medicaid program, then Medicaid pays 90% of the $45.00 charge or $40.50, leaving an uncollectable amount of $4.50 for 1987.

What if they only receive Medicare?

If they only receive Medicare, then again, they are only responsible for the remaining 20% of the approved charges. This year they are only responsible for $9.00, and in 1988, $12.00. (This is an estimate only.)

I hope this information proves to be beneficial to you when considering this rate increase. Should you feel that more information is necessary, please do not hesitate to call.

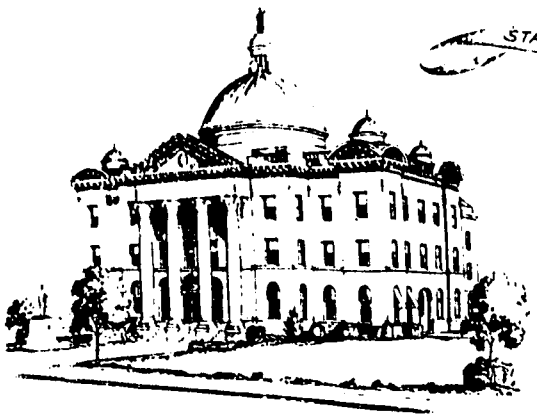
I thank you in advance for your time and consideration.

Sincerely,

Daniel Kosler

Daniel Kosler

DK:sc



STATE OF TEXAS COUNTY OF FORT BEND

Emergency Medical Services

R[illegible] C
Rosen[illegible] 7471

Emergency (713) 342-2100 Office (713) 342-7233

DANIEL KOSLER
Director

1985 BLS SERVICE OF THE YEAR
1987 ALS SERVICE OF THE YEAR

JOE KACAL
Assistant Director

November 18, 1987

The Honorable County Judge
and Commissioners Court

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Sincerely,

Daniel Kosler

DK:sc
Enclosure

COUNTY OF FORT BEND

34 908

Emergency Medical Services

AS PER ORIGINAL

Rt. 2, Box 643-C
Rosenberg, Texas 77471

Emergency (713) 342-2100

Office (713) 342-7233

DANIEL KOSLER
Director

JOE KACAL
Assistant Director

April 15, 1987

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

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Average Increase			$21.25 or 39%

34 909
AS PER ORIGINAL

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You may ask: How will this increase affect patient's who are on both Medicare and Medicaid insurance programs?

To answer: They will not be affected, however, there will be an uncollectable balance of $15.00 for the remainder of 1987 for those we transport.

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I hope this information proves to be beneficial to you when considering this rate increase. Should you feel that more information is necessary, please do not hesitate to call.

I thank you in advance for your time and consideration.

Sincerely,

Daniel Kosler

DK:sc

The Office Of
RICHARD PRING
CONSTABLE

AS PER ORIGINAL 34 910 #12

L-P

3 December 1987

Fort Bend County Commissioners Court
Courthouse Annex, Richmond, Texas

Dear Sirs,

Loss of an employee during the year and the subsequent payment of the vacation time that he had earned has necessitated a budget adjustment. I discussed this situation with Robert Grayless and his instructions were to present the deficit to Court.

I have attached the memorandum from the County Auditor dated 23 November 1987 that totals $923.31.

Left state O.K.

Thank You,

Richard Pring

1221 ELDRIDGE RD. • SUGAR LAND, TEXAS 77478-9998 • (713) 242-4014

AS PER ORIGINAL

BUDGET MEMORANDUM

Date: 11/23/87

To Department 0026 - CONSTABLE PCT 4

From: County Auditor

Our records indicate that your budget will show a deficit in the following line item(s):

Line Item	Current Balance	Estimated Amount Needed to Finish 1987	
0200	$ 9092.08	$ 9863.38	(-771.30)
0300	662.74	770.75	(-108.01)
0400	648.91	692.91	(- 44.00)

/jj

presented by Tim Hazelrig, Constable #4 Deputy. (Recorded in minutes in full)

$ 771.30 - 0200
$ 108.01 - 0300
$ 44.00 - 0400
Total $ 923.31

13. CONSIDER DISPOSITION OF REMAINING 1987 FUNDS IN THE RURAL FIRE CALL & EQUIPMENT BUDGET:

Postponed until December 21, 1987.

14. CONSIDER APPROVAL OF RESOLUTION IN SUPPORT OF LOCAL PROCUREMENT:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt Resolution in support of local procurement. (Recorded in minutes in full)

15. CONSIDER APPROVAL OF LEASE FOR D.A.'S ANNEX AT 400 S. 6TH, RICHMOND:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve renewal of lease for District Attorney's Annex at 400 6th St., Richmond, in the amount of $1,600 per month. Effective January 1, 1988. (Recorded in minutes in full)

16. 10:00 A.M.-HOLD PUBLIC HEARING TO CONSIDER ACCEPTING MILLER RD. INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRCT. 3, AND TAKE ACTION:

Public comments:

George West - resident
Denver Miller - resident, introduced other Miller Rd. residents
David Armstrong - business owner on Miller Rd.
Marvin Geick - county resident discussed the Miller Rd. name

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the road currently known as Miller Rd. (40 ft. right-of-way, 1410 ft. from FM1464-Clodine Rd. to cattle guard) into the county maintenance system and change the name to Denver Miller Rd.

17. SET PUBLIC HEARING TO CONSIDER PRIVATE SEWAGE FACILITY ORDINANCE:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing for January 11, 1987 at 10:00 a.m. to consider private sewage facility ordinance.

18. CONSIDER INTERLOCAL AGREEMENT WITH VILLAGE OF PLEAK FOR FLOOD INSURANCE PROGRAM PERMITTING:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize District Attorney's office to draw up an Interlocal Agreement for consideration by Village of Pleak for Flood Insurance Program.

19. CONSIDER ACCEPTING CONCRETE BRIDGE FROM TRENDMAKER DEVELOPMENT CO.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept concrete bridge from Trendmaker Development Co. located at Via Ranch. (Recorded in minutes in full)

34 913

RESOLUTION

AS PER ORIGINAL

WHEREAS, the Commissioners Court of Fort Bend County recognizes that local economic development enhances the quality of life of its citizens; and

WHEREAS, the Commissioners Court of Fort Bend County recognizes that purchasing the County's supplies and services from local businesses whenever feasible, appropriate, and lawful enhances local economic development; and

WHEREAS, the Commissioners Court hereby offers its support of local economic development by making itself, the Purchasing Agent and other staff personnel available to aid and cooperate with any and all efforts it feels will enhance local economic development, including the encouragement of local businesses to enter the bidding and proposal process with the County, to the extent feasible, appropriate and lawful.

PASSED AND APPROVED this 7 day of December, 1987.

FORT BEND COUNTY COMMISSIONERS COURT

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson, County Clerk

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

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, 1988.

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 Sixteen Hundred Dollars ($1,600.00) 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:

The terms of this Lease Agreement are for one year and terminating on the 31st day of December, 1988, 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 7 day of December, 19 87.

FORT BEND COUNTY

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

Date: 12-7-87

"Lessee"

Grover J. Geiselman III
GROVER J. GEISELMAN, III

Date: November 25, 1987

"Lessor"

S: 12-7-87 Miller Road file

Fort Bend Independent School District

34 # 916

P.O. Box 1004
Sugar Land, Texas 77487-1004

Area Code 713
499-2115

TRANSPORTATION DEPARTMENT

AS PER ORIGINAL

October 19, 1987

RECEIVED OCT 2 - 1987

Commissioner Alton Presley
Ft. Bend County Pct. #3
1809 Eldridge Rd.
Sugar Land, TX 77478

Dear Mr. Presley:

Fort Bend Independent School District uses Miller Rd. off FM 1464 as a route for our school buses to transport students to and from school. We currently have 6 buses per day that use this road.

Your assistance in maintaining this road would be greatly appreciated.

Sincerely yours,

Richard Shult

Richard Shult,
Director of Transportation

RS/cl

34 917

AS PER ORIGINAL

RECEIVED OCT 2 9 1987

TO WHOM IT MAY CONCERN:

I, MANCILL ALLEN residing at 333 BUCKINGHAM located in HOUSTON 8, Texas, wish to attest that I was a witness to the fact that Miller Road was built and maintained by Fort Bend County, Road and Bridge Precinct #3 for a period of more than 40 years.

Miller Road is located South of Clodine, Texas, beginning at State Farm to Market 1464 and ending at the cattleguard/gate to the Miller property.

Mancill Allen
Name

Executed this the 27th day of October, 1987

Harris County
Texas

Debby S. Cuellar
Cuellar
7/05/89 expires

Miller Road file

34 918

AS PER ORIGINAL

TO WHOM IT MAY CONCERN:

I, J. M. Davis residing at 2041 Hagerson Road located in De Walt, Texas, wish to attest that I was a witness to the fact that Miller Road was built and maintained by Fort Bend County, Road and Bridge Precinct #3 for a period of more than 30 years.

Miller Road is located South of Clodine, Texas, beginning at State Farm to Market 1464 and ending at the cattleguard/gate to the Miller property.

J. M. Davis
Name

Executed this the 21st day of October, 1987

M. A. Frederick
Notary Public in and
for Ft. Bend County,
Texas.

My Commission expires: 11-1-88.

#17

34 919

****

NEWSPAPER PUBLICATION ON PUBLIC HEARING

****

FOR: County private to consider private sewage facility ordinance

DATE: 1-11-88

TIME: 10 AM

NEWSPAPER(S) all

BILL TO: County

AS PER ORIGINAL

COUNTY PRIVATE SEWAGE FACILITY ORDERS

NOTICE OF PUBLIC HEARING

PUBLIC HEARING NOTICE

The Commissioners Court of Fort Bend County will conduct a public hearing under the authority of the Texas Water Code, Section 26.032, to consider whether or not the use of private sewage facilities (including septic tanks) in Fort Bend County should be regulated to prevent possible pollution or injury to public health. A copy of a proposed order is available for review at (Address) 3403 Ave. F, Rosenberg, Tx. . The public hearing will be held before the Commissioners Court at:

(Date and Time) 10:00 A.M., January 11, 1988

(Place) Fort Bend County Court House Annex #1

All interested persons are encouraged to participate in the public hearing.

Dianne Wilson
County Clerk

19

34 921

TRENDMAKER
DEVELOPMENT COMPANY

333 CYPRESS RUN
SUITE 300
HOUSTON, TEXAS 77094
(713) 578-1818

November 9, 1987

County of Fort Bend
Engineering Department
P.O. Box 1449
Rosenberg, TX 77471

ATTN: Mr. Glenn Crocker

Gentlemen:

Please be aware that Via Land Joint Venture grants, gives and relinquishes any and all rights it has to a bridge located on Little Prong Creek approximately 1,100 feet west of its intersection of Willow Fork of Buffalo Bayou.

This grant is predicated on the fact that the County will remove the bridge prior to relocation of the channel by Via Land Joint Venture.

Very truly yours,

TRENDMAKER DEVELOPMENT COMPANY,
managing venturer, Via Land Joint Venture

Lawrence J. Boudloche

Lawrence J. Boudloche
Vice President

LJB/tah

20. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO INSTALL CABLE UNDER KEMP RD. & ALONG BRUMBELOW RD. IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept permit application from Fort Bend Telephone Co. to install cable under Kemp Rd. & along Brumbelow Rd. in Precinct 1. (Recorded in minutes in full)

21. APPROVE VARIOUS COUNTY BUILDINGS AS POLLING PLACES IN PRIMARY & RUNOFF ELECTIONS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize various county buildings as polling places in primary & runoff elections, Agricultural Extension Service, County Annex and Precinct #1 (front portion) upon written request from the political parties.

22. AMEND BUDGET IN INDIGENT CARE FUND:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to amend Indigent Care budget by $200,000. Funds to come from 1987 ending balance.

23. SET PUBLIC HEARING FOR REPLAT OF RESERVE "A", LAKEWAY, SEC. 2, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to set public hearing for replat of Reserve "A", Lakeway, Sec. 2, Precinct 4 for January 4, 1988 at 10:00 a.m.

24. SET PUBLIC HEARING FOR PARTIAL REPLAT OF CREEKSHIRE SUBDIVISION, SEC. 3, PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set public hearing for partial replat of Creekshire Subdivision, Sec. 3, Precinct 3 for January 4, 1988 at 11:00 a.m.

25. SET POLICY FOR SALARY STEP ADJUSTMENTS PROVIDED FOR IN 1988 BUDGET:

Court request further study from Personnel Department to be presented December 14, 1987.

RECESS:

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

RECONVENE:

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

26. AUTHORIZE ADVERTISING FOR BIDS FOR LAWN CARE & GROUNDS MAINTENANCE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for lawn care and grounds maintenance.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of December, 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 November 18, 1987, permit no. 80862 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Denham, seconded by Commissioner 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

returned 12/9/87

Appl. # 80862

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

11/23/87
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)

34 925
AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 80562

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
Kemp Rd.	at Brumbelow Rd.	60'	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Brumbelow Rd.	4785' east FM 1994	Kemp Rd.	2483'
Brumbelow Rd.	at Kemp Rd.	north	187'

General Description

Beginning on the south R.O.W. line of Brumbelow Rd., 4785' east of FM1994, and going east ~~2390', 5' from the R.O.W. Then, 93' more, 16' off the R.O.W. to Kemp Rd. Then, bore under~~ Kemp Rd. to the east R.O.W. Then, going north, 5' from the R.O.W., 187'.

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:
Kenny Smerek
(Signature)

NAME & TITLE Kenny Smerek, Engineer
(Please Print)

DATE: Nov. 18, 1987
ADDRESS 24403 Roesner Rd.
(Street/P.O. Box)

Katy TX 77450
City State Zip

TELEPHONE NO: 392-9700

****

NEWSPAPER PUBLICATION ON PUBLIC HEARING

****

FOR: Replat of Reserve "A" Lakeway, Sec 2

DATE: 1-4-88

TIME: 10 AM

NEWSPAPER(S) Mirror

BILL TO: Van Sickle, Michelson & Klein

24

34 927

****

NEWSPAPER PUBLICATION ON PUBLIC HEARING

****

FOR: Creekshire Sec 3

DATE: 1-4-87

TIME: 11 AM

NEWSPAPER(S) Minor

BILL TO: Lichliter/Jameson

INVITATION FOR BIDS
ANNUAL CONTRACT TO PROVIDE LAWN MAINTENANCE FOR FORT BEND COUNTY
(EXPIRES: 31 DEC 1988)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
12 - 21 - 87	87-110	12 - 7 - 87	1	3

Sealed bids subject to the Terms and Conditions of this Invitation For Bids for providing lawn maintenance for Fort Bend County, as described on the attached specifications and drawings, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, 507 Jackson St., Richmond, Texas 77469 until 1:30 P.M., Monday, December 21, 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 any or all bids. Do not include sales tax in bid price, Fort Bend County is tax exempt. Submit bid on this form in its entirety (bids not submitted on this bid form will be disqualified). Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, DO NOT TELEPHONE THE PURCHASING DEPARTMENT. Add nothing to this bid, unsolicited attachments will be discarded.

THIS BID IS FOR THE PERIOD 1 JANUARY 1988 THRU 31 DECEMBER 1988.

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE LAWN MAINTENANCE WHICH I PROPOSE TO FURNISH WILL MEET OR EXCEED EVERY SPECIFICATION CONTAINED HEREIN. FURTHER I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AS REQUIRED IN THIS INVITATION FOR BIDS. I AM AWARE THAT, ONCE ACCEPTED, MY BID BECOMES A BINDING CONTRACT.

SIGNATURE OF PERSON AUTHORIZED TO CONTRACT FOR BIDDER _____ DATE _____

SIGNER'S TYPED NAME _____ TITLE _____ PHONE NUMBER _____

CONTACT PERSON'S TYPED NAME _____ TITLE _____ PHONE NUMBER _____

LEGAL NAME OF CONTRACTING COMPANY _____

COMPLETE MAILING ADDRESS _____ CITY AND STATE _____ ZIP CODE _____

COMPLETE STREET ADDRESS _____ CITY AND STATE _____ ZIP CODE _____

FBCPA FORM 103 (2 Oct 87)

AS PER ORIGINAL

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
12 - 21 - 87	87-110	12 - 7 - 87	2	3

Contractor to provide lawn, flower bed, and shrubbery maintenance on the following buildings as outlined below:

BUILDING	LOCATION
County Courthouse	403 Jackson St., Richmond, Texas
Courthouse Annex	503 Jackson St., Richmond, Texas
George Memorial Library	1001 Golfview Dr., Richmond, Texas
Mamie George Library	320 Dulles Ave., Stafford, Texas
Albert George Library	9230 Gene St., Needville, Texas
Sugar Land Annex	1514 Parkway, Sugar Land, Texas

1. All lawn areas planted with lawn grass to be mowed and edged each week during the months of April, May, June, July, and August and twice during the months of September thru March. Leaves must be collected and disposed of while mowing during December, January, and February. All debris to be picked up and lawn to be left in neat condition after each mowing.

2. Shrubbery to be trimmed and flower beds weeded and cleaned of debris a minimum of once each month.

3. Grass to be trimmed around obstacles using clippers or string line "weedeater".

4. Walkways and entrances to be left broom clean after each visit.

5. Payment for grounds maintenance will be made in 12 equal monthly payments within 30 days after receipt of invoice. Invoice must be substantiated with written proof of work performed at each building.

6. Mulching will be performed by Fort Bend County Employees.

7. Contractor to apply fertilizer furnished by Fort Bend County twice annually during months deemed appropriate by the County Extension Agent.

8. Contractor to furnish all personnel, tools, equipment, and supplies (except fertilizer) required to maintain the grounds in a pristine condition.

9. Contractor shall not apply any chemical substance to any surface without the written approval of the County Extension Agent.

10. Contractor must furnish, WITH HIS BID, proof of general liability insurance in the minimum amount of $500,000.00.

SIGNATURE OF AUTHORIZED PERSON:_____ DATE:_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
12 - 21 - 87	87-110	12 - 7 - 87	3	3

BIDDER COMPLETE THE FOLLOWING:

1. PRIMARY LOCATIONS: Annual bid price, for all three buildings, outlined below.

   COUNTY COURTHOUSE
   COURTHOUSE ANNEX
   GEORGE MEMORIAL LIBRARY

   $_____PER YEAR

2. OPTIONAL LOCATIONS: Annual bid price, per building, as outlined below.

   SUGAR LAND ANNEX - SUGAR LAND $_____PER YEAR
   MAMIE GEORGE LIBRARY - STAFFORD $_____PER YEAR
   ALBERT GEORGE LIBRARY - NEEDVILLE $_____PER YEAR

3. ANNUAL BID PRICE, ALL SIX (6) LOCATIONS: $_____PER YEAR

NOTE: Optional locations may be awarded seperately.

NOTICE

1. MAKE NO CHANGES TO THIS BID.
2. INSURE THAT EACH PAGE IS SIGNED AS WELL AS THE CERTIFICATION ON PAGE ONE.

SIGNATURE OF AUTHORIZED PERSON:_____DATE:_____

27. APPROVE JANITORIAL SERVICE FOR COUNTY CLERK'S BUILDING & OFFICE BUILDING AT 401 S. 3RD. UNDER BID #87-89:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to SOUTHWESTERN BUILDING for County Clerk office in the amount of $490.00 per month and 401 S. 3rd offices in the amount of $110.00 per month. Funds to come from General Fund. (Recorded in minutes in full)

28. TAKE ACTION ON THE FOLLOWING BIDS: (1) FENCE FOR COUNTY LANDFILL (#87-94); (2) ONE OR MORE NEW OR USED OFFSET PRINTING PRESS (#87-95); (3) DATA PROCESSING EQUIPMENT (#87-96); (4) PHOTOGRAPHIC SUPPLIES (#87-97); (5) UNIFORM HATS FOR SHERIFF'S DEPT. (#87-98):

Fence for county landfill:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to FOUR SEASONS FENCE in the amount of $21,169.00 for fence for county landfill. Funds to come from Revenue Sharing EP-17 Capitol Outlay. (Recorded in minutes in full)

One or more new or use offset printing press:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to EARL'S OFFSET SALES in the amount of $6,500.00 for one offset printing press for Agricultural Extension Service. (Recorded in minutes in full)

Take action on (3) Data processing equipment, (4) Photographic supplies (5) Uniform hats for Sheriff's Dept.:

Postponed

29. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH CITIES OF ARCOLA & KENDLETON & KENDLETON I.S.D. PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the following interlocal agreements: (Recorded in minutes in full)

FBC & City of Arcola - for maintenance, animal control & housing of prisoners
FBC Drainage & City of Kendleton - for maintenance (drainage)
FBC & City of Kendleton - for maintenance, animal control & housing of prisoners
FBC & Kendleton ISD - maintenance, repair and construction of streets, road, and drainage

30. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS (DRAINAGE EASEMENT) AND PERSONNEL MATTERS (ENGINEER'S POSITION), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (F), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closed Session.

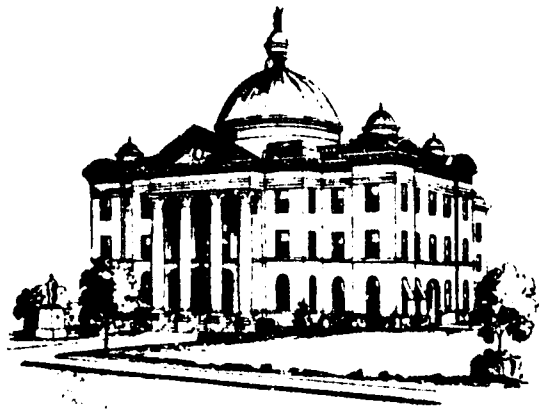
No action taken

27

34 932

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 8, 1987

Mr. Norman Chanin
c/o Southwestern Building Services, Inc.
7800 Bissonnet, Suite 145
Houston, Texas 77074

Dear Mr. Chanin,

On December 7, 1987 the Commissioners Court, Fort Bend County, further awarded your company the following buildings in conjunction with the Annual Janitorial Service Contract for Fort Bend County, Bid #87-89.

BUILDING	LOCATION	MONTHLY BID
County Clerk Building	300 Liberty, St., Richmond, TX	$490.00/month
Yellow House	401 South Third, Richmond, TX	$110.00/month

Point of contact will be Mr. George Beran, Building Maintenance Supervisor at 713-342-3411.

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

cf: County Clerk
Building Maintenance Supervisor
County Auditor

27

34 933

AS PER ORIGINAL

INVITATION FOR BIDS

ANNUAL CONTRACT TO PROVIDE JANITORIAL SERVICE FOR THE FORT BEND COUNTY COURTHOUSE COMPLEX AND OTHER FORT BEND COUNTY BUILDINGS

(THIS BID IS FOR THE PERIOD 1 JANUARY 1988 THRU 31 DECEMBER 1988)

(EXPIRES: 31 DEC 1988)

ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 9 - 87	87-89	10 - 26 - 87	1	7

Sealed bids subject to the Terms and Conditions of this Invitation For Bids for providing janitorial services for the period 1 January 1988 thru 31 December 1988 as described in the attached specifications, 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., Monday, November 9, 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, Fort Bend County is tax exempt. Submit bid on this form in its entirety (bids not submitted on this bid form will be discarded). Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, DO NOT TELEPHONE THE PURCHASING DEPARTMENT. Add nothing to this bid, unsolicited attachments will be discarded.

BIDDER COMPLETE THE FOLLOWING

BY MY SIGNATURE HEREON I CERTIFY THAT THE SERVICES WHICH I PROPOSE TO FURNISH MEETS OR EXCEEDS ALL SPECIFICATIONS CONTAINED HEREIN. FURTHER I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AS REQUIRED IN THIS INVITATION FOR BIDS. I AM AWARE THAT, ONCE ACCEPTED, MY BID BECOMES A BINDING CONTRACT.

SIGNATURE OF PERSON AUTHORIZED TO CONTRACT FOR BIDDER		11/04/87 DATE
NORMAN CHANIN SIGNER'S TYPED NAME	PRESIDENT TITLE	995-7744 PHONE NUMBER
CRAIG BROWN CONTACT PERSON'S TYPED NAME	VICE PRESIDENT/SALES TITLE	995-7744 PHONE NUMBER
SOUTHWESTERN BUILDING SERVICES INC. LEGAL NAME OF CONTRACTING COMPANY		
7800 BISSONNET SUITE 145 COMPLETE MAILING ADDRESS	HOUSTON TX CITY AND STATE	77074 ZIP CODE
7800 BISSONNET SUITE 145 COMPLETE STREET ADDRESS	HOUSTON TX CITY AND STATE	77074 ZIP CODE

FBCPA FORM 103 (2 Oct 87)

AS PER ORIGINAL

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
11 - 9 - 87	87-89	10 - 26 - 87	7	7

10. Clean and polish door and elevator thresholds.

11. Clean, polish and filter sand urns.

12. Dust picture frames and tops of filing cabinets.

13. Clean all telephones, including pay telephones, weekly.

14. Contractor shall provide one employee who shall be on duty 8:00 A.M. to 5:00 P.M. daily for emergency maid service. Contractor shall furnish this employee with a pager, pager telephone number shall be furnished to Mr. George Beran. The contractor is encouraged to assign this person tasks on a daily basis; however, emergency maid services shall take precedence.

15. PERFORMANCE BOND: A $500.00 cashier's check must be furnished to the office of the County Purchasing Agent, by the successful bidder within 10 calendar days from the date of bid award by the Fort Bend County Commissioners Court; failure to do so will result in automatic withdrawal of bid.

16. Furnish with your bid, a listing of janitorial contracts past and current and contact persons at those locations (Similar or larger operations) (MANDATORY).

BIDDER COMPLETE THE FOLLOWING:

FOR PROVIDING JANITORIAL SERVICE PER ATTACHED SPECIFICATIONS TO THE FOLLOWING BUILDINGS:

COUNTY COURTHOUSE	407 JACKSON	RICHMOND, TEXAS
COURTHOUSE ANNEX	500 LIBERTY	RICHMOND, TEXAS
GREYHOUSE	400 S. 6TH ST.	RICHMOND, TEXAS
COUNTY COURT-AT-LAW #2	405 LIBERTY	RICHMOND, TEXAS

TOTAL BID PRICE, ALL FOUR BUILDINGS, PER MONTH $ 3498.00 .

ADDITIONALLY, CONTRACTORS ARE INVITED TO BID ON JANITORIAL SERVICE TO EACH OF THE FOLLOWING BUILDINGS:

COUNTY CLERK BUILDING	300 LIBERTY	RICHMOND, TEXAS	$ 490.00/MONTH
YELLOW HOUSE	401 S. 3RD	RICHMOND, TEXAS	$ 110.00/MONTH
OLD JAIL BUILDING	301 S. FORT	RICHMOND, TEXAS	$ 237.00/MONTH
COUNTY BUILDING AT	118 LEGION DR.	RICHMOND, TEXAS	$ 415.00/MONTH
HEALTH DEPARTMENT	3406 AVE F	ROSENBERG, TEXAS	$ 300.00/MONTH
EXTENSION AGENT	1415 BAND RD.	ROSENBERG, TEXAS	$ 500.00/MONTH
DRAINAGE DISTRICT	3417 AVE F	ROSENBERG, TEXAS	$ 275.00/MONTH

SIGNATURE OF AUTHORIZED PERSON: MMC DATE: 11/04/87

34 935

AS PER ORIGINAL

28/1

CONSTRUCTION OF A FENCE FOR THE FORT BEND COUNTY LANDFILL
BID #87-94

COMPANY	BID PRICE	WORK COMPLETED WITHIN	BID BOND SUBMITTED
FOUR SEASONS FENCE CO., INC. 9095 EMMOTT HOUSTON, TEXAS 77040	$21,169.00	45 DAYS	YES
HOUSTON FENCE CO. P.O. BOX 310 STAFFORD, TEXAS 77477	$22,700.00	45 DAYS	YES
CALCO CONSTRUCTION CO. P.O. BOX 304 SUGAR LAND, TEXAS 77487	$24,475.00	30 DAYS	YES
ASTRO FENCE COMPANY P.O. BOX 7584 HOUSTON, TEXAS 77270-7584	$24,670.00	30 DAYS	YES
GALE FENCE COMPANY P.O. BOX 16130 HOUSTON, TEXAS 77222-6130	$27,524.00	21 DAYS	YES

34 936

AS PER ORIGINAL

28/2

PURCHASE OF ONE (1) OR MORE NEW OR USED OFFSET PRINTING PRESS
BID #87-95

COMPANY	BID PRICE NEW OFFSET PRINTING PRESS	BID PRICE USED OFFSET PRINTING PRESS	DELIVERY AND SET-UP WILL BE COMPLETED WITHIN
EARL'S OFFSET SALES AND SERVICE CO., INC. 921 OXFORD ST. HOUSTON, TX 77008	NO BID	$6,500.00	15 DAYS
L.H. KELLEY CO., INC. 1216 WEST CLAY HOUSTON, TX 77019	$12,950.00	$9,200.00	14 DAYS
BOURG COLLATORS OF TEXAS 10690 SHADOW WOOD #119 HOUSTON, TX 77043	NO BID	NO BID	

AS PER ORIGINAL

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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 1987 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 1987; 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 1988 are hereby renewed, extended and continued in force and effect for the calendar year 1988, to-wit:

X a. Maintenance, repair and construction of streets, roads, and drainage;

____ b. The enforcement of health regulations;

X 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 1987 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, 1988, 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 1st day of December, 1987.

THE CITY OF ARCOLA

By: _____
MAYOR

ATTEST:

_____
CITY SECRETARY

SIGNED this _____ day of _____, 1987.

COUNTY OF FORT BEND

By: _____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

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 1987 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 1987; 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 1987 is hereby renewed, extended and continued in force and effect for the calendar year 1988, to-wit:

XXX 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 1987 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, 1988, 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 20 day of November, 198 87.

CITY OF KENDLETON

By: Ernest Zmarlt
MAYOR

ATTEST:

Martha Olivera
CITY SECRETARY

SIGNED this _____ day of _____, 198_____.

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
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 1987 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 1987; 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 1988, to-wit:

X a. Maintenance, repair and construction of streets, roads, and drainage;

____ b. The enforcement of health regulations;

X 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 1987 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, 1988, 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 20 day of November, 1987.

THE CITY OF KENDLETON

By: Ernest Zomell
MAYOR

ATTEST:

Martha Olivarez
CITY SECRETARY

SIGNED this _____ day of _____, 198____.

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
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 "School".

WHEREAS County and School entered into that certain interlocal agreement for the calendar year 1987 for various county services; and,

WHEREAS, the School and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1987; and,

WHEREAS, the governing body of the School 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 School for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1988, 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;

____ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1987 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, 1988, 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 20 day of November, 1987.

KENDLETON INDEPENDENT SCHOOL DISTRICT

By: [signature]
CHAIRMAN OF TRUSTEES

ATTEST:
[signature]
SECRETARY

SIGNED this _____ day of _____, 198____.

COUNTY OF FORT BEND

By: _____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

31. 1:30 P.M.- OPEN AND CONSIDER AWARDING BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW AUTOMOBILES (#87-100); (2) ONE OR MORE NEW OR USED 1/2 TON PICKUP TRUCKS (#87-101); (3) SIXTEEN OR MORE NEW FULL SIZE AUTOMOBILES, POLICE EQUIPPED (#87-102); (4) PEST CONTROL SERVICES FOR CERTAIN COUNTY BUILDINGS (#87-103); (5) OFFICE SUPPLIES (#87-104):

Open bids for one or more new automobiles:

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

A) A.C. COLLINS FORD
B) DUB MILLER FORD, INC.
C) GALLERIA AREA FORD, INC.
D) JOE GRILLO OLDSMOBILE (no bid)
E) JOE MYERS FORD
F) KNAPP CHEVROLET
G) LAWRENCE MARSHALL CHEV-OLDS
H) MICKEY BATSON
I) REGENCY CHEVROLET

Open bids for one or more new or used 1/2 ton pickup trucks:

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

A) A.C. COLLINS FORD, INC.
B) GALLERIA AREA FORD, INC.
C) GILMAN DODGE
D) JOE GRILLO OLDSMOBILE
E) KNAPP CHEVROLET
F) LAWRENCE MARSHALL CHEV.-OLDS
G) MICKEY BATSON GMC - no bid
H) REGENCY CHEVROLET

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to JOE GRILLO OLDSMOBILE for one new ½ ton pickup truck in the amount of $10,091.32 for County Engineer. (Recorded in minutes in full)

Open bids for sixteen or more new full size automobiles, police equipped:

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

A) A.C. COLLINS
B) DUB MILLER FORD
C) GALLERIA AREA FORD
D) GILMAN DODGE
E) HELFMAN FORD
F) JACK ROACH
G) JOE GRILLO OLDSMOBILE
H) JOE MYERS FORD
I) KNAPP CHEVROLET
J) LAWRENCE MARSHALL CHEV-OLDS
K) MICKEY BATSON GMC
L) RUSSELL BROS. OF TEXAS
M) WESTWAY FORD, INC.

Open bids for pest control services for certain county buildings:

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

A) CHIEF PEST CONTROL
B) COYLE'S PEST CONTROL
C) INTERGRATED PEST MANAGEMENT
D) J & G CHEMICAL CO.
E) ORKIN EXTERMINATING, INC.
F) MICAR EXTERMINATING
G) RODGERS PEST CONTROL
H) COLONY PEST CONTROL
I) BAXTER PEST

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW AUTOMOBILES BID NUMBER: 87-100

34 946

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'070'$CATEGORY

AS PER ORIGINAL

VENDOR NAME	BID PRICE
A.C. COLLINS FORD, INC.	✓
A.J. FOYT CHEVROLET	
BECK AND MASTEN GMC TRUCKS	
BOB MARCO BUICK-GMC-MAZDA	
BOB MARCO GMC	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
DAN BOONE CHEVROLET	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD, INC.	✓
EAST BERNARD FORD, INC.	
FRANK GILLMAN GMC	
FT BEND CHAMBER OF COMMERCE	
GALLERIA AREA FORD, INC.	✓
GILMAN DODGE	
GOODSON GMC	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD	
JOE CAMP FORD	
JOE GRILLO DODGE	
JOE GRILLO OLDSMOBILE	NO BID
JOE MYER'S FORD INC.	✓
KINSEL FORD	
KNAPP CHEVROLET	✓
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAWRENCE MARSHALL CHEV-OLDS	✓
LEHMAN GMC	
LEHMAN WEST HOUSTON CHRY PLY	
LES MARKES CHEVROLET	
MACK HAIK PEACOCK CHEVROLET	
MARSHALL FORD-MERCURY	
MICKEY BATSON GMC	✓
MORT HALL FORD, INC.	
NOBLE PONTIAC GMC	
REGENCY CHEVROLET	✓
RICHARDSON CHEVROLET	
ROSENBERG/RICHMOND CHAMBER	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC	
UNIVERSAL FORD SALES, INC.	
WEST HOUSTON CHRY PLY GMC	
WESTWAY FORD, INC.	
C MOTORS	

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW OR USED ½ PICKUP TRUCKS BID NUMBER: 87-101

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'070'$CATEGORY

34 947

AS PER ORIGINAL

VENDOR NAME	BID PRICE
A.C. COLLINS FORD, INC. ✓	NO BID
A.J. FOYT CHEVROLET	
BECK AND MASTEN GMC TRUCKS	
BOB MARCO BUICK-GMC-MAZDA	
BOB MARCO GMC	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
DAN BOONE CHEVROLET	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD, INC.	
EAST BERNARD FORD, INC.	
FRANK GILLMAN GMC	
FT BEND CHAMBER OF COMMERCE	
GALLERIA AREA FORD, INC. ✓	✓
GILMAN DODGE ✓	✓
GOODSON GMC	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD	
JOE CAMP FORD	
JOE GRILLO DODGE	
JOE GRILLO OLDSMOBILE ✓	✓
JOE MYER'S FORD INC. ✓	NO BID
KINSEL FORD	
KNAPP CHEVROLET ✓	✓
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAWRENCE MARSHALL CHEV-OLDS ✓	✓
LEHMAN GMC	
LEHMAN WEST HOISTON CHRY PLY	
LES MARKES CHEVROLET	
MACK HAIK PEACOCK CHEVROLET	
MARSHALL FORD-MERCURY	
MICKEY BATSON GMC ✓	NO BID
MORT HALL FORD, INC.	
NOBLE PONTIAC GMC	
REGENCY CHEVROLET ✓	✓
RICHARDSON CHEVROLET	
ROSENBERG/RICHMOND CHAMBER	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC	
UNIVERSAL FORD SALES, INC.	
WEST HOUSTON CHRY PLY GMC	
WESTWAY FORD, INC.	
C MOTORS	

BID ITEM: PURCHASE OF SIXTEEN (16) OR MORE NEW AUTOMOBILES BID NUMBER: 87-102

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'070'$CATEGORY

34 948

AS PER ORIGINAL

VENDOR NAME	BID PRICE
A.C. COLLINS FORD, INC.	✓
A.J. FOYT CHEVROLET	
BECK AND MASTEN GMC TRUCKS	
BOB MARCO BUICK-GMC-MAZDA	
BOB MARCO GMC	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
DAN BOONE CHEVROLET	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD, INC.	✓
EAST BERNARD FORD, INC.	
FRANK GILLMAN GMC	
FT BEND CHAMBER OF COMMERCE	
GALLERIA AREA FORD, INC.	✓
GILMAN DODGE	✓
GOODSON GMC	
HALL CHEVROLET, INC.	
HELFMAN FORD	✓
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD	✓
JOE CAMP FORD	
JOE GRILLO DODGE	
JOE GRILLO OLDSMOBILE	✓
JOE MYER`S FORD INC.	✓
KINSEL FORD	
KNAPP CHEVROLET	✓
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAWRENCE MARSHALL CHEV-OLDS	✓
LEHMAN GMC	
LEHMAN WEST HOUSTON CHRY PLY	
LES MARKES CHEVROLET	
MACK HAIK PEACOCK CHEVROLET	
MARSHALL FORD-MERCURY	
MICKEY BATSON GMC	NO BID
MORT HALL FORD, INC.	
NOBLE PONTIAC GMC	
REGENCY CHEVROLET	
RICHARDSON CHEVROLET	
ROSENBERG/RICHMOND CHAMBER	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	✓
SOUTHWEST LINCOLN-MERCURY, INC	
UNIVERSAL FORD SALES, INC.	
WEST HOUSTON CHRY PLY GMC	
WESTWAY FORD, INC.	✓
C MOTORS	

~~BID~~ ITEM: ANNUAL CONTRACT FOR PEST CONTROL BID NUMBER: 87-103

34 949

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'009'$CATEGORY

AS PER ORIGINAL

VENDOR NAME	BID PRICE
AIRWICK/AIRKEM PROFESSIONAL	
BASE-SEAL, INC.	
BUGMAN OF ROSENBERG	
CAN-DO-IT MAINTENANCE SERVICE	
CHEM CARE	
CHIEF PEST CONTROL ✓	3900 annual
COYLE'S PEST CONTROL ✓	3744 annual
FIRESTONE PEST CONTROL	
FORT BEND PEST CONTROL	
FT BEND CHAMBER OF COMMERCE 6	
HORTICULTURAL SERVICES, INC.	
HYDROMULCH INC.	
INTERGRATED PEST MANAGEMENT ✓	$3420 annual
J & B INDUSTRIES	
J & G CHEMICAL COMPANY ✓	3900 annual
~~JACK HODSON 6~~	
ORKIN EXTERMINATING, INC. ✓	NOT SIGNED
RAT-A-WAY PEST CONTROL	
ROSENBERG/RICHMOND CHAMBER - 7	
TIDE PRODUCTS, INC.	
UNITED LABORATORIES	
VAN WATERS & ROGERS	
MICAR EXTERMINATING ✓	3252 annual
RODGERS PEST CONTROL ✓	3360 annual
Colony Pest Control	2760 annual
~~Back~~ Baxter Pest	3816 annual

BID ITEM: ANNUAL CONTRACT FOR THE PURCHASE OF OFFICE SUPPLIES FOR FORT BEND COUNTY

BID NUMBER: 87-104

VENDORS NOTIFIED BY LETTER

COMPANY	DISCOUNT BID
ACE OFFICE SUPPLY	
ACRO OFFICE SUPPLY	
ADF COMPUTER SYSTEMS	
BOISE CASCADE OFFICE PRODUCTS	
BRAZOS OFFICE SUPPLY, INC.	
BRIGANCE OFFICE PRODUCTS, INC.	
CANTER OFFICE EQUIPMENT	
CORPORATE OFFICE PRODUCTS	
ED DICKEY OFFICE PRODUCTS	
HARTWELL'S OFFICE WORLD, INC. ✓	35%
JORDAN AND ASSOCIATES, INC.	
KEY OFFICE PRODUCTS ✓	42%
LOPC	
MASSIN OFFICE SUPPLY	
RALPH SCHUTZMAN AND ASSOC.	
ROSENBERG OFFICE SUPPLY ✓	30%
SEALY OFFICE PRODUCTS, INC. ✓	25%
S.T.C. OFFICE PRODUCTS ✓	26%
WILSON BUSINESS PRODUCTS, INC. ✓	30%
RELIANT BUSINESS ✓	36.2%
RUSSELL BROTHERS	

Open bids for office supplies:

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

A) HARTWELL'S OFFICE WORLD, INC.
B) KEY OFFICE PRODUCTS
C) ROSENBERG OFFICE SUPPLY
D) SEALY OFFICE PRODUCTS
E) S.T.C. OFFICE PRODUCTS
F) WILSON BUSINESS PRODUCTS, INC.
G) RELIANT BUSINESS

32. 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.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to reject request from Polly Ryon Hospital for a patient's neonatal care.

33. ADJOURNMENT:

Commissioners' Court adjourned Monday, December 7, 1987.

AS PER ORIGINAL

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 7th day of December, 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 Pressley, Seconded by Commissioner Lytle, 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: 7 December 1987

Time Reconvened: _____

Time Adjourned or Recessed: _____

32

AS PER ORIGINAL

34 953

Polly Ryon MEMORIAL HOSPITAL

AGENDA ITEM

November 30, 1987

RECEIVED DEC 2 1987 COUNTY JUDGE

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

Dear Judge Stavinoha:

On November 9, 1987, I wrote to you on behalf of Lisa Weishiemer and her family in the hopes that Fort Bend County would be able to provide some assistance to both Lisa and her family. As you may remember, Lisa had been born prematurely at Polly Ryon Memorial Hospital and was subsequently transferred to the neonatal intensive care unit at Hermann Hospital where she remained from August 9, through October 20, 1987. At this time she was transferred back to Polly Ryon Memorial Hospital for care preceding her discharge to home.

While at Hermann Hospital, all of her Medicaid and other benefits were totally exhausted. She was discharged from Polly Ryon Memorial Hospital on November 15, 1987. The hospital bill was $14,354.29.

Upon discharge, Lisa required an apnea monitor which costs approximately $100.00 a month. The family was able to obtain funding for the monitor; however, the hospital bill is far beyond the reach of Lisa's family.

Thus my request. We are requesting assistance for the family for her hospital care while at Polly Ryon Memorial Hospital and physician fees through the County indigent funds. Any assistance that you can provide us would be greatly appreciated.

Sincerely,

Harold F. Taylor
Administrator

HFT/vyd

To be discussed at bill approval

1705 Jackson Street
Richmond Texas 77469
713/342-2811

AS PER ORIGINAL 34 954

November 9, 1987

NOV 12 1987
COUNTY JUD

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

Dear Judge Stavinoha:

I am writing you on behalf of Lisa Weishiemer and her family in the hopes that you will be able to provide Lisa and her family with some assistance. Currently Lisa is a patient in Polly Ryon Memorial Hospital's Level II nursery. She was born on August 9, 1987, at Hermann Hospital after her mother had been Life Flighted there from Polly Ryon Memorial Hospital. She was born fifteen weeks premature and as a result has some physical problems which include a partial loss of sight and hearing and cerebral palsy. Despite these dysfunctions, she is doing very well and is expected to go home Thanksgiving week.

When Lisa is discharged, she will require an apnea monitor which will monitor her breathing while she is asleep, and should her breathing stop an alarm will sound. This monitor is used for protection against Sudden Infant Death Syndrome.

Lisa returned to Polly Ryon Memorial Hospital from Hermann Hospital based upon an agreement we have with Hermann Hospital. They will provide us with neonatal coverage during the most critical period of need. Once that need has been resolved and the infant is able to be cared for within our community, the infant will return to Polly Ryon Memorial Hospital.

Lisa is currently Medicaid eligible and was eligible prior to her birth; however, her hospital benefits were totally exhausted at Hermann Hospital. She has been at Polly Ryon Memorial Hospital since October 20, 1987, and her bill is $10,487.79 as of November 9, 1987. Her average daily cost for hospitalization in our nursery is $475 per day. In addition, there is a cost for the rental of the monitor which is approximately $100 per month and she will continue to need this monitor for approximately three months following her discharge from the hospital.

My requests are two:

1. The County, under the Texas Indigent Health Care Act, waive the requirements for Lisa and cover her hospital and physician bills since returning to Polly Ryon Memorial Hospital and until she is discharged from the facility; and,

2. That the County assist the family in renting an apnea monitor during the period of need immediately following her discharge from the hospital.

1705 Jackson Street
Richmond Texas 77469
713/342-2811

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 12, 19 88.

STARTING WITH
FILM CODE NO. 88vol.34pg. 00843

ENDING WITH
FILM CODE NO. 88vol.34pg00954

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham DEPUTY
BETTY FULGHAM

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF JANUARY, 19 88.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 00957.

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, DECEMBER 14, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of December 7, 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 approval of resolution authorizing and supporting contract amendment #1 under the County's Texas Community Development Program - Community Development Project Fund; and authorizing the County Judge to act as the County's executive officer & authorized representative in all matters pertaining to the contract amendment.

6. Marsha Gaines, Tax Assessor/Collector, re: presentation of September monthly report and year-to-date tax collections.

7. Consider retaining ad valorem tax on boats, aircraft & recreational vehicles not used for business purposes.

8. Consider approval of 1988 dues in the amount of $2,400 to the Texas Association of Counties.

9. Advertise for bids for rental of road equipment for Precinct 3.

10. Accept & rebudget into Prct. 3 F.M.L.R. a check from City of Stafford for road materials per interlocal agreement.

11. Consider approval of interlocal agreements with cities of Stafford & Missouri City, Precinct 3.

12. Consider approval of 8% increase in elevator maintenance contract.

13. Consider approval of pay request #1 in the amount of $21,994.65 to Drymalla Construction & $175.96 to Chris DiStefano for Prct. 2 maintenance facility addition.

14. Consider approval of pay request #4 in the amount of ~~$350,134~~ 349,634 to Lebco Constructors Inc. for Courthouse Annex II project.

15. Consider transfer of funds within Fort Bend Masters Contract.

16. Set public hearing for adjustment of speed limit in the Sugarwood Subdivision in Prct. 3

17. 10:00 a.m. - Hold public hearing for replat of Reserve "B" in the Kings Landing Subdivision in Prct. 3 and consider taking action.

18. Consider approval of contract with Houston Fire Dept. for fire protection in Prct. 2.

19. Advertise for ~~proposals~~ B/D for rent or purchase of copier for County Clerk.

20. Take action on the following bids: (1) Photographic supplies (#87-97); (2) Uniform hats for Sheriff's Dept. (#87-98); (3) Janitorial supplies (#87-99); (4) One or more new automobiles (#87-100); (5) Sixteen or more new full-size automobiles, police equipped (#87-102); (6) Pest control services (#87-103); (7) Office supplies (#87-104); (8) Data processing equipment (#87-96).

21. Accept statement from Purchasing Agent as to sole source of availability--used copier for County Clerk.

22. Consder $300 payment to All-Write Sheet Metal Inc. for delays caused during roof repair because of Court proceedings.

AS PER ORIGINAL

23. Consider approval of final payment in the amount of $17,409 from Omega Hi-Tech Roof Repair Co. on Courthouse roofing project.

24. Consider application from Fort Bend Telephone to lay cable under & along Providence Rd. in Precinct 1.

25. Consider application from First Colony M.U.D. #3 to install force main along Steep Bank Creek Ditch "A", Oilfield Rd. and under Oilfield Rd., Prct. 4.

26. Consider accepting extension of Letter of Credit #33 for Mockingbird Acres Subdivision in Prct. 2 to replace one expiring 12-23-87.

27. Set policy for step adjustments & merit increases for 1988 salaries.

28. Meet in Closed Session to discuss land matters (drainage) as authorized by Art. 6252-17, Sec. 2(f), V.T.C.S., and consider action.

29. 11:00 a.m. - Drainage District Board will convene. (Separate Agenda)

30. 1:30 p.m. - Open & consider bids for the following: (1) One or more new truck mounted herbicide applicator with computerized chemical injection system (#87-105); (2) Construction of stock fence approximately 2234 ft. long (#87-106); (3) Uniforms for Sheriff's Dept. (#87-107); (4) Food for Jail & Juvenile Detention (#87-108); (5) Providing property & valuable papers coverage for Fort Bend County.

31. 2:00 p.m. - Meet in Closed Session to discuss personnel matters (interview of County Engineer applicants) as authorized by Art. 6252-17, Sec. 2(g), V.T.C.S., and consider action.

32. Approve bills.

33. Adjournment.

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

DEC 10 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, December 10, 1987 at 2:55 p.m. by D. Lindsey.

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, DECEMBER 14, 1987
11:00 O'CLOCK A.M.

1. Approve resolution setting a public hearing to consider land use assumptions for Middle Oyster Creek, Flat Bank Creek & Stafford Run Watersheds; and appoint an Advisory Committee.

2. Consider accepting Letter-of-Credit #87-93 from United Savings to replace Letter-of-Credit #86-53 expiring Dec. 15, 1987.

3. Advertise for bids for one or more new pickup trucks.

4. Discuss and review Drainage District monthly report.

5. Adjournment.

FILED FOR RECORD
TIME 2:45 A.M. P.M.
DEC 10 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, December 10, 1987 at 2:55 p.m. by N. Landry.

AS PER ORIGINAL

REGULAR SESSION

BE IT REMEMBERED That on this 14th day of December, 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 7, 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 meeting of December 14, 1987 with corrections on page 4 #21 & 22 and page 5 #29.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve changes in Depository Pledge contracts with SUGAR CREEK, TEXAS CAPITAL WESTWOOD & TEXAS CAPITAL FORT BEND. (Recorded in minutes in full)

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 transfers in budget for the following departments: (Recorded in minutes in full)

Data Processing	Fairgrounds
Emergency Management	Capital Outlay
Constable Precinct 4	Constable Precinct 3
Constable Precinct 2	328th District Court
FM/LR Precinct 3	Juvenile Detention
District Attorney	240th District Court
County Judge	Precinct 4
Road & Bridge #1	EMS
Engineering Dept.	

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

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is ordered to approve out of town travel request for COUNTY CLERK, COUNTY JUDGE, MASTER 328TH, PURCHASING HEALTH DEPARTMENT & PRECINCT #3. (Recorded in minutes in full)

5. CONSIDER APPROVAL OF RESOLUTION AUTHORIZING AND SUPPORTING CONTRACT AMENDMENT #1 UNDER THE COUNTY'S TEXAS COMMUNITY DEVELOPMENT PROGRAM-COMMUNITY DEVELOPMENT PROJECT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER & AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CONTRACT AMENDMENT:

AS PER ORIGINAL

PLEDGE/RELEASE SECURITIES

C/C DATE 12/14/87

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
12/2	release	Sugar Creek	Houston Housing Fin Corp	273936	5,000.00
	release	Sugar Creek	Houston Housing Fin Corp	273711	5,000.00
11/20	release	" "	Houston Wtr Sys Rv Bd	409806	100,000.00
	release	" "	Brownsville Gen Oblg.	288437	65,000.00
	release	" "	Northwest ISD	238716	40,000.00
	release	" "	Pharr WW & S	288655	60,000.00
	release	" "	Harris Co U.D. #5	248590	50,000.00
11/19	pledge	Tx Cap Westwood	FNMA	313586XT1	1,000,000.00
11/23	pledge	Tx Cap F.B	7 3/8 Note	912827TQ5	500,000.00

#2

Sugar Creek

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)
PAGE 2 of 2				
Office Supplies	1062	48,000	42,000	(6,000)
Rentals	3020	84,668	61,768	(22,900)
Fess & Services	4010	171,035	152,675	(18,360)
Property & Equip.	1010	242,878.69	320,203.69	77,325
Software Purchases	3040	51,000	50,220	(780)

DATE: December 10, 1987

DEPARTMENT HEAD: Charles W. Miller

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 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)
PAGE 1 of 2				
Salaries/Labor	0200	597,926	575,426	(22,500)
Longevity	0250	3,105	2,670	(435)
Social Security	0300	43,689	41,589	(2,100)
Retirement	0400	42,772	39,972	(2,800)
Trans./Travel	0700	5,500	4,050	(1,450)

DATE: December 10, 1987

DEPARTMENT HEAD: Charles W. Millican

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 1987

On this the 14th day of December, 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. Fairgrounds	LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
	Repairs To Building	17,000	16,000	(1,000)
	Utilities	40,000	41,000	1,000

DATE: 12/14/87

DEPARTMENT HEAD: Jeanette S. Hartfiel

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 1987

On this the 14 day of December, 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. Emergency Management 0046 LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1050-0046-0701	2,070.00	1,986.22	(83.78)
1050-0046-1010	9,605.00	10,114.96	509.96
1050-0046-1050	3,000.00	2,472.72	(527.28)
1050-0046-2000	4,472.00	4.794.72	322.72
1050-0046-3000	2,500.00	2,278.38	(221.62)

DATE: 12-8-87

DEPARTMENT HEAD: Melvin L Speed

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 14 day of December, 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. Emergency Management 0046 / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1050-0046-0701 Conferences	2,070.00	1,986.22	(83.78)
1050-0046-1010 P&E	9,605.00	10,114.96	509.96
1050-0046-1050 Repairs To Equipt	3,000.00	2,472.72	(527.28)
1050-0046-2000 Utilities	4,472.00	4.794.72	322.72
1050-0046-3000 Materials & Supplies	2,500.00	2,278.38	(221.62)

DATE: 12-8-87

DEPARTMENT HEAD: Melvin L Speed

THE COUNTY OF FORT BEND

BY: J. Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

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)
Capital Outlay	42			
Office Furniture	1061	13,600.00	13,200.00	(400.00)
Office Equipment	1060	21,400.00	21,800.00	400.00

DATE: 12-14-87

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

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 14 day of Dec., 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:

Const Pct 1 DEPT. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
#7019 Repairs + Maint. Mtr Eq.	1500.00	1430.00	(70.00)
#1062 Office Supplies	3,000.00	3070.00	70.00

DATE: 11 Dec 87

DEPARTMENT HEAD: R Rings

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 _____ 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)
7020 - Radio R&M	253.52	156.77	(96.75)
1010 - Property	-0-	96.75	+96.75
7020 - Radio R&M	156.77	99.75	(57.02)
7019 - autos R&M	135.25	192.27	+57.02
7006 - tires	151.52	—	(151.52)
7019 - autos R&M	192.27	343.79	+151.52

DATE: 12-9-87

DEPARTMENT HEAD: _____ R. G. PARKER
CONSTABLE PCT. 3
FT. BEND CO., TEX.

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:

Constable Pct 3 DEPT.	FROM	TO	INCREASE (DECREASE)
2000 utilities	402.69	371.20	(31.49)
1062 office supplies	369.55	401.04	+31.49
0250 Longevity	1100.00	850.00	(250.00)
0300 Social Security	11,582.29	11,708.29	250.00

DATE: 12/2/85

DEPARTMENT HEAD: _____

R. G. PARKER
CONSTABLE PCT. 3
FT. BEND CO., TEX.

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 19__

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 Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on _____, the Court heard and approved a budget for the year 19__ 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 19__, 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:

Const Pct 2	DEPT.	FROM	TO	INCREASE (DECREASE)
1050-0024-0400	Retirement	$6,479.00	$6,511.00	+ 32.00
1050-0024-1010	Property	$2,000.00	$5,968.00	+ 3,968.00
1050-0024-2000	Utilities	$6,000.00	$5,500.00	- 500.00
1050-0024-7019	Repairs	$5,000.00	$1,500.00	- 3,500.00

DATE: 12/10/87

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

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)
1010 Property and Equipment	500.00	-0-	(500.00)
0701 Conferences/Seminars/Training	179.94	679.94	500.00

DATE: 12/11/87

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 1987

On this the 14th day of December, 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:

FM/LR Pct 3	DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Road Material	5031	629,265.85	633,787.52	4,521.67
Gas & Oil	7005	26,000.00	21,478.33	(4,521.67)

DATE: December 14, 1987

DEPARTMENT HEAD: Alton B. Pressley
Alton B. Pressley-Commissioner

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 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)
JUVENILE DETENTION			
GROCERIES 10-50-0009-2030	$2003.46	$1963.46	($40.00)
LONGEVITY 10-50-0009-0250	$ 120.00	$ 160.00	$40.00
GROCERIES 10-50-0009-2030	$1963.46	$1813.46	($150.00
UNIFORMS 10-50-0009-4011	$ 1.80	$ 151.80	$150.00

DATE: December 10, 1987

DEPARTMENT HEAD: Dennis R. McGee

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 1987

On this the 14th day of December, 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)
District Attorney 1050 0012 4010 F&S	20,000.00	18,500.00	(1,500.00)
1050 0012 1063 Law Books	10,000.00	11,500.00	1,500.00

DATE: 12-10-87

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

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:

240TH DISTRICT COURT	DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
CONFERENCES	0701	1,500.00	1,330.64	(169.36)
PROPERTY	1010	1,000.00	527.93	(472.07)
RENTALS	3020	2,000.00	1,200.00	(800.00)
SPEC. DIST. JUDGE	4100	1,100.00	323.80	(776.20)
UNCLASSIFIED	5000	1,100.00	86.20	(1,013.80)
FEES AND SERVICES	4010	150,000.00	153,231.43	3,231.43

DATE: DECEMBER 11, 1987

DEPARTMENT HEAD: C. Atkerson

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 1987

On this the 14th day of December, 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:

COUNTY JUDGE	DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Longevity	0250	990.00	995.00	5.00
Temp. Help	0201	600.00	595.00	-5.00

DATE: December 11, 1987

DEPARTMENT HEAD: J Stirl

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 _____ 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)
Fees and Services (12 08 0064 4010)	100,000.00	109,000.00	9,000.00
Lumber & Hardware (12 08 0064 7003	15,000.00	6,000.00	(9,000.00)
Repairs & Parts/Shop Supplies (12 08 0064 7007)	159,990.00	167,990.00	8,000.00
Gas and Oil (12 08 0064 7005)	90,000.00	82,000.00	(8,000.00)

DATE: 12-14-87

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

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 14th day of December, 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:

PCT #1 -- ROAD & BRIDGE DEPT. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
0801-0047-4010 Fees & Services	76,000.00	67,980.00	[8,020.00]
0801-0047-0250 Longevity	13,025.00	13,045.00	+ 20.00
0801-0047-7007 Repairs & Parts/Shop Supp.	76,000.00	84,000.00	+8,000.00

DATE: Dec 14, 1987

DEPARTMENT HEAD: _____
Commissioner, Precinct #1

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 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:

0034 EMS	DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Salaries	0200	1,117,981.00	1,105,981.00	(12,000.00)
Extra Help	0201	190,000.00	202,000.00	12,000.00

DATE: December 07, 1987

DEPARTMENT HEAD: Dan Kaler

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 1987

On this the 14th day of December, 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)
Engineering			
1050 0043 2000 (Utilities)	$6,750.00	$6,585.00	$165.00 (decrease)
1050 0043 0250 (Longevity)	$1,080.00	$1,245.00	$165.00 (increase)
1050 0043 4010 (Fees & Serv.)	$ 950.00	$ 850.00	$100.00 (decrease)
1050 0043 1020 (Repr. Equip.)	$1,000.00	$1,100.00	$100.00 (increase)

DATE: 12/14/87

DEPARTMENT HEAD: Ronald Graebenfeg

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

RECEIVED
DEC 10 1987
COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

Shirley
Jan

Period: Date of Departure ~~10-1~~ 12-16

Date of Return 12-16

Purpose of Trip: Meet with Secretary of State regarding re-certification

Places to be Visited: Austin

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

Dianne Wilson
Name

12-9-87
Date

County Clerk
Title

* *

Approved: Commissioners' Court

County Judge

12-14-87
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
DEC 11 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 February 2, 1988

Date of Return February 8, 1988

Purpose of Trip: to attend Five-Day Divorce Mediation Training Program

Places to be Visited: Minneapolis, Minnesota

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

Name

Steve Valikonis

12/11/87
Date

Magistrate, 328th District Court
Title

* *

Approved: Commissioners' Court

County Judge

12-14-87
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 12, 1988

Date of Return January 15, 1988

Purpose of Trip: Seminar on the role of Texas counties in encouraging local economic development; & Resource/Recovery Board Meeting.

Places to be Visited: Austin, Texas

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

J. Stavinoha
Name

December 9, 1987
Date

COUNTY JUDGE
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

12-14-87
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
DEC 9 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:~~

Gilbert D. Jalomo, Jr.

Period: Date of Departure January 24, 1988

Date of Return January 25, 1988

Purpose of Trip: Attend Specification Writing Seminar at the LBJ School of Public Affairs, UT Austin.

Places to be Visited: UT Austin

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

Gilbert D. Jalomo, Jr.
Name

December 8, 1987
Date

Assistant Purchasing Agent
Title

Approved John J Hammett

* *

Approved
Approved: Commissioners' Court

John J. Hammett, Purchasing Agent

J. Stavinoha
County Judge

12-14-87
Date

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

34 986

AS PER ORIGINAL

COUNTY OF FORT BEND

RECEIVED
DEC 9 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:

Rebecca Perry Chalupa, R. N.

Nancy Drake, R. N.

Period: Date of Departure January 27, 1988

Date of Return January 29, 1988

Purpose of Trip: Tuberculosis Conferences for Nurses

Places to be Visited: Austin, Texas

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

[signature]
Name

12-9-87
Date

Director
Title

* *

Approved: Commissioners' Court

[signature]
County Judge

12-14-87
Date

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

34 987

AS PER ORIGINAL

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
DEC 8 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 8, 1988

Date of Return May 14, 1988

Purpose of Trip: attend: Seminar on Comtemporary Issues in Emer. Manage.
Federal Emergency Management Agency

Places to be Visited: Emmitsburg, Maryland 21727

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

Name: Alton B. Pressley

December 8, 1987
Date

Commissioner, Precinct 3
Title

* *

Approved: Commissioners' Court

County Judge

12-14-87
Date

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

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Pustka absent for vote, it is is ordered to approve RESOLUTION authorizing and supporting contract amendment #1 under the County's Texas Community Development Program - Community Development Project Fund; and authorizing representative in all matters pertaining to the contract amendment as presented by Bruce Spitzengel. (Recorded in minutes in full)

6. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: PRESENTATION OF SEPTEMBER MONTHLY REPORT AND YEAR-TO-DATE TAX COLLECTIONS:

Accept for record September 1987 monthly report and year to date tax collection as presented by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

7. CONSIDER RETAINING AD VALOREM TAX ON BOATS, AIRCRAFT & RECREATIONAL VEHICLES NOT USED FOR BUSINESS PURPOSES:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered exempt recreational vehicles not used for business effective January 1, 1988. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF 1988 DUES IN THE AMOUNT OF $2,400 TO THE TEXAS ASSOCIATION OF COUNTIES:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve 1988 dues in the amount of $2,400 to the Texas Association of Counties. (Recorded in minutes in full)

9. ADVERTISE FOR BIDS FOR RENTAL OF ROAD EQUIPMENT FOR PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for rental of road equipment for Precinct 3.

10. ACCEPT & REBUDGET INTO PRECINCT 3 F.M.L.R. A CHECK FROM CITY OF STAFFORD FOR ROAD MATERIALS PER INTERLOCAL AGREEMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept $46,172.39 from City of Stafford and rebudget into FM/LR 5031.

11. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH CITIES OF STAFFORD & MISSOURI CITY, PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Interlocal Agreements with the following:

FB Drainage & City of Stafford - for maintenance, repair and construction of drainage
FBC & City of Stafford - for maintenance & housing of prisoners
FBC & City of Missouri City - for maintenance & housing of prisoners
FB Drainage & City of Missouri City - for maintenance, repair and construction of drainage

R E S O L U T I O N

A RESOLUTION AUTHORIZING AND SUPPORTING CONTRACT AMENDMENT NUMBER ONE UNDER THE COUNTY'S TEXAS COMMUNITY DEVELOPMENT PROGRAM - COMMUNITY DEVELOPMENT PROJECT FUND; AND, AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CONTRACT AMENDMENT.

WHEREAS, the County has been awarded a grant from the Texas Community Development Program under the Community Development Project Fund; and,

WHEREAS, the County desires to utilize project grant funds for the purpose of completing certain improvements to benefit low and moderate income persons; and,

WHEREAS, the Texas Department of Community Affairs requires a resolution authorizing and supporting a contact amendment when same is requested.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. THAT, the County authorizes and supports the need for contract amendment number two to the Texas Community Development Program under the Community Development Project Fund; and,

Section 2. THAT, the County requests a contract amendment to transfer grant funds to carry out water system improvements in accordance to the attached budget modification; and,

Section 3. THAT, the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this contract amendment.

PASSED AND APPROVED, this 14th day of December, 1987, at a meeting of the Commissioners' Court of the County of Fort Bend, Texas.

APPROVED:

Jodie Fletcher
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

TEXAS COMMUNITY DEVELOPMENT PROGRAM

CONTRACT BUDGET NOTIFICATION FORM

Modification No. 1 Date: December 9, 1987

Grantee: County of Fort Bend

Grantee Number: S706631

Program Activity	Present Grant Budget	$ Change	Revised Budget
1. Water/Sewer Grant	331,500	-8,500	323,000
24. Acquisition	10,000	-0-	10,000
30. Engineering Grant	31,500	+ 8,500	40,000
32. General Administration Grant	27,000	-0-	27,000
TOTALS Grant	400,000	N/A	400,000

MEMORANDUM

December 8, 1987

TO: Commissioners Court

FROM: Marsha P. Gaines
Tax Assessor-Collector

SUBJECT: 1987 Tax Collections

Attached is a copy of the September 1987 Monthly Report, which is to be presented to Commissioners Court on Monday December 14, 1987.

Also, please find a current report of 1987 Tax Collections as collected and disbursed thru September 1987.

Marsha

34 992

AS PER ORIGINAL

SUMMARY MONTHLY REPORT OF STATE AND COUNTY TAXES

COLLECTED BY MS. Marsha P.Gaines ~~KATHY NORVELL BLACK~~ TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY,

COUNTY CODE **079**

DURING THE MONTH OF September, 19 87

THE STATE OF TEXAS, COUNTY OF FORT BEND

I, MS. Marsha P.Gaines ~~KATHY NORVELL BLACK~~, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL TAXES COLLECTED BY ME DURING THE MONTH OF September 19 87, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

STATE TAXES COLLECTED

STATE AD VALOREM PROPERTY TAX FROM ASSESSOR'S ROLL FORM 2P40-2.119 FULL PAYMENTS		$
STATE AD VALOREM PROPERTY TAX FROM ASSESSOR'S ROLL FORM 2P40-2.119 HALF PAYMENTS		
STATE AD VALOREM PROPERTY TAX, COLLECTOR'S SUPPLEMENTAL COLLECTIONS FORM 2P40-2.119 (PLUS PENALTY AND INTEREST)		
PENALTY AND INTEREST CHARGED ON CURRENT TAX ROLL COLLECTIONS FORM 2P40-2.119		
		$
INSOLVENT LISTS, INCLUDING PENALTY, INTEREST AND STATE AID	AD VALOREM (PLUS STATE AID) $	
	PENALTY AND INTEREST $	$
REDEMPTIONS, INCLUDING PENALTY, INTEREST AND STATE AID	AD VALOREM (PLUS STATE AID) $ 105.29	
	PENALTY AND INTEREST $	$ 105.29
TOTAL STATE AD VALOREM TAXES		$ 105.29

STATE AD VALOREM TAXES COLLECTED SUBJECT TO 15% COLLECTION FEE $ _____ (INCLUDED IN ABOVE TOTAL)

COUNTY TAXES

Collections On	County	Drainage	LR & FC	Jr. College	FFD	Rds	Unl Rd	Atty	Acc	Total County Taxes
~~Tax Rolls of XXXXXX Full Payment~~ Backouts Posted back In	35235.39	5231.06	5475.29	244.13	34.91					45813.25
Disc	-314.04	-45.44	-48.05							
Tax Rolls of ____ ½ Payment										
Supplemental Roll	7701.13	1184.90	1425.80	45.16	99.15					10454.23
Disc	-1.48	-.21	-.22							
~~Insolvent Lists~~ Backouts	-61327.85	-9091.08	-9808.59	-356.86	-34.91					-79901.90
Disc	550.69	79.73	86.97							
Redemptions	110391.19	19132.47	18616.75	1592.38	352.57	#1 3.65	379.16	3019.48	19484.71	172972.36
Totals	92235.03	16491.43	15747.95	1524.81	451.72	3.65	379.16	3019.48	19484.71	149337.94

Marsha P. Gaines TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY, TEXAS.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 23 DAY OF [illegible], A.D. 19 87 [illegible] COUNTY CLERK, FORT BEND COUNTY, TEXAS.

I, JOYCE TOMPKINS, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED QUARTERLY REPORT OF TAXES COLLECTED BY Marsh P. Gaines, TAX ASSESSOR COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

Joyce Tompkins COUNTY AUDITOR, FORT BEND COUNTY, TEXAS.

1986 Monies Disbursed In 1986 But
Held Until 1987

	November 1986	December 1986
Total Disbursed MTD	$3,938,943.89	$12,589,339.70
Delq Atty MTD	26,071.67	23,953.53
Commission MTD	29,770.95	88,839.20
Collected MTD	$3,994,786.51	$12,702,132.43

Disbursed YTD	$33,380,984.16
Delq Atty YTD	280,045.11
Commission YTD	259,419.13
Collected YTD	33,920,448.40

Legend

MTD - Month To Date
Delq Atty - Delinquent Attorney
YTD - Year To Date

MEMORANDUM

November 18, 1987

TO: County Judge Jodie Stavinoha

FROM: Marsha P. Gaines
Tax Assessor-Collector

SUBJECT: Amendment #10 Personal Property used for Recreational Purposes

November 3, 1987, Amendment #10 was passed in the State of Texas. Any personal property which is used for recreational purposes has become exempt under this amendment. If our county intends to tax this property for 1988, the governing body will have to pass a resolution to that effect by December 31, 1987.

This is only an amendment and has not been made a state law as of yet, but in case the state decides to make the bill retroactive as of January 1, 1988 the county will be covered if you decide to pass a resolution to tax recreational personal property.

The following is a list of the personal property which is on our tax rolls and their value:

1987

TYPE	NUMBER	VALUE
Watercraft	4	99,720
Airplane	326	30,281,970
Travel Trailers	2138	21,803,321
		52,185,011

Total Dollars 1987
$212,963.84

1986

TYPE	NUMBER	VALUE
Watercraft	3	907,000
Airplane	368	32,390,890
Travel Trailers	2227	24,593,801
		57,891,691

Total Dollars 1986
$227,224.89

If you have any further questions please feel free to call my office.

cc: County Commissioner Johnnie Pustka
County Commissioner Ben Denham
County Commissioner Alton Pressley
County Commissioner Bob Lutts

12/10 xc: 4 Commissioners & Co. Clerk

AGENDA ITEM 8

TEXAS ASSOCIATION OF COUNTIES

995

AS PER ORIGINAL

P. O. Box 2131, Austin, Texas 78768

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

Sam D. Seale, Executive Director

December 4, 1987

The Commissioners Court of Fort Bend County
c/o Jody Stavinoha, Fort Bend County Judge
500 Jackson, Rm. 103
Richmond, Texas 77469

Dear Judge Stavinoha:

The Texas Association of Counties is pleased to announce that it will not be necessary to increase dues for 1988.

Your dues for 1988 will remain $2,440.00 for your county's membership, and will be due January 1, 1988, as usual.

We appreciate your membership, and hope that we can serve you well during the coming year.

Yours very truly,

Sam

Sam D. Seale
Executive Director

SDS:mby

DEC 7 198

COUNTY J

TEXAS ASSOCIATION OF COUNTIES 1987 BOARD OF DIRECTORS

Bill Melton
President
Dallas County Treasurer

Bill Young
1st Vice President
Dickens County Judge

James Dinkins
2nd Vice President
Montgomery County J.P.

Joe Berry
Angelina County
Commissioner

Win Brown
Midland County
Commissioner

Frank Carmona
Galveston County
Commissioner

Keith Collier
Scurry County
Sheriff

Ray Cornett
Brazoria County
Tax Assessor-Collector

Bud Cunngton
Navarro County
District Clerk

Beatrice Langehennig
Mason County
County and District Clerk

Dick Moore
Harris County
Constable

Bill Rust
Travis County
Auditor

Hunter Schuehle
Medina County
Attorney

Adolph Thomae
Cameron County
Commissioner

Ray Alaniz (NACo)
Starr County
Commissioner

Bob Eckels (NACo)
Harris County
Commissioner

Oscar Soliz (NACo)
Nueces County
District Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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, Drainage District and City entered into that certain interlocal agreement for the calendar year 1987 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 1987; 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 1987 is hereby renewed, extended and continued in force and effect for the calendar year 1988, to-wit:

XXX 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 1987 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, 1988, 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 3rd day of December, 198 87.

CITY OF STAFFORD

By: _____
MAYOR

ATTEST:
Mary Burger
CITY SECRETARY

SIGNED this 14 day of December, 198 7.

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 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 1987 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 1987; 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 1988, 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 1987 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, 1988, 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 3rd day of December, 1987.

THE CITY OF STAFFORD

By: [signature]
MAYOR

ATTEST:
Mary Burger
CITY SECRETARY

SIGNED this 14 day of December, 1987.

COUNTY OF FORT BEND

By: Julie E. Thomas
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 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 1987 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 1987; 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 1988, 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 1987 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, 1988, 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 7th day of December, 1987.

THE CITY OF MISSOURI CITY

By: _____
MAYOR

ATTEST:

_____
CITY SECRETARY

SIGNED this 14 day of December, 1987.

COUNTY OF FORT BEND

By: _____
COUNTY JUDGE

ATTEST:

_____
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 1987 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 1987; 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 1987 is hereby renewed, extended and continued in force and effect for the calendar year 1988, to-wit:

XXX 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 1987 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, 1988, 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 7th day of December, 198____.

CITY OF MISSOURI CITY

By: _____
MAYOR

ATTEST:

_____
CITY SECRETARY

SIGNED this 14 day of December, 1987.

COUNTY OF FORT BEND

By: _____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

12. CONSIDER APPROVAL OF 8% INCREASE IN ELEVATOR MAINTENANCE CONTRACT:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept increase of 8% for labor cost for elevator service from Dover Elevator Co. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF PAY REQUEST #1 IN THE AMOUNT OF $21,994.65 TO DRYMALLA CONSTRUCTION & $175.96 TO CHRIS DISTEFANO FOR PRECINCT 2 MAINTENANCE FACILITY ADDITION:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve pay request #1 in the amount of $21,994.65 to Drymalla Construction & $175.96 to Chris DiStefano for Precinct 2 maintenance facility addition. (Recorded in minutes in full)

14. CONSIDER APPROVAL OF PAY REQUEST #4 IN THE AMOUNT OF 349,634 TO LEBCO CONSTRUCTORS INC. FOR COURTHOUSE ANNEX II PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve pay request #4 in the amount of $349,634 to Lebco Constructors Inc. for Courthouse Annex II project. (Recorded in minutes in full)

15. CONSIDER TRANSFER OF FUNDS WITHIN FORT BEND MASTERS CONTRACT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve transfer of funds within Fort Bend Masters Contract. (Recorded in minutes in full)

16. SET HEARING FOR ADJUSTMENT OF SPEED LIMIT IN THE SUGARWOOD SUBDIVISION IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing to consider adjustment of speed limit in the Sugarwood Subdivision in Precinct 3 for January 11, 1988 at 11:00 a.m.

17. 10:00 A.M.- HOLD PUBLIC HEARING FOR REPLAT OF RESERVE "B" IN THE KINGS LANDING SUBDIVISION IN PRCT. 3 AND CONSIDER TAKING ACTION:

Edwin Frederick representing Walter Moore & Assoc. request replat.

No court action.

18. CONSIDER APPROVAL OF CONTRACT WITH HOUSTON FIRE DEPT. FOR FIRE PROTECTION IN PRECINCT 2:

No court action.

19. ADVERTISE FOR BIDS FOR RENT/PURCHASE OF COPIER FOR COUNTY CLERK:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for rent/purchase of copier for County Clerk.

20. TAKE ACTION ON THE FOLLOWING BIDS: (1) PHOTOGRAPHIC SUPPLIES (#87-97); (2) UNIFORM HATS FOR SHERIFF'S DEPT. (#87-98); (3) JANITORIAL SUPPLIES (#87-99); (4) ONE OR MORE NEW AUTOMOBILES (#87-100); (5) SIXTEEN OR MORE NEW FULL-SIZE AUTOMOBILES, POLICE EQUIPPED (#87-102); (6) PEST

12/12 xc: 4 Commissioners
County Clerk

12

AGENDA ITEM

34 1005

AS PER ORIGINAL

DOVER

DOVER ELEVATOR COMPANY

NOVEMBER 24, 1987

RECEIVED
DEC 3 1987
COUNTY JUDGE

FORT BEND COUNTY COURTHOU
P.O. BOX 549
RICHMOND, TX. 77469

REF: 07501F00250
FT BEND COUNTY COURT
RICHMOND TX

GENTLEMEN:

UNDER THE TERMS OF OUR AGREEMENT, WE ARE INCREASING THE SERVICE BILLING BY 5.0% MAKING THE NEW PRICE $ 154.00 EFFECTIVE WITH THE NEXT INVOICE YOU RECEIVE. SINCE THE LAST ANNIVERSARY DATE OF THE AGREEMENT, THE STRAIGHT TIME HOURLY LABOR COST FOR ELEVATOR EXAMINERS IN YOUR AREA HAS INCREASED FROM $21.250 TO $22.750 OR 6.0%.

SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS INCREASE, PLEASE CONTACT OUR LOCAL DOVER OFFICE AT:

P O BOX 6325
HOUSTON TX 77265-0000
TELE: (713) 525-4251

YOU CAN BE CERTAIN OUR SERVICE ORGANIZATION WILL CONTINUE TO MAKE EVERY EFFORT TO SERVE YOU BETTER AND TO ASSURE YOU OF THE MAXIMUM RETURN FROM YOUR INVESTMENT IN QUALITY DOVER SERVICE.

REGARDS,

JOEANNIE BELL
BILLING SUPERVISOR

CC: BILL GAMMON

12/10 xc: 4 Commissioners
County Clerk

13
34 1006
AGENDA ITEM

INVOICES 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, Suite 2010
Houston, Texas 77042

DATE: December 8, 1987

RE:
1. Contractor's Payment Request #1
2. Architect's Supervision Fee

PROJECT: PRECINCT 2, MAINTENANCE FACILITY ADDITION

1. Drymalla Construction Co., Inc.: $21,994.65

2. Chris DiStefano & Assoc.,Inc.:$175.96

(21,994.65 x 4% x 20%)

Chris Di Stefano
CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer
Ben Denham, Commissioner Pct. 2

RECEIVED
DEC 9 1987
COUNTY JUDGE

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: Additions to Maintenance Facility
Fort Bend County Prec. 2
Fresno, Texas

APPLICATION NO: 1

PERIOD TO: 11-30-87

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR): Drymalla Construction Co., Inc.
P.O.Box 698
608 Harbert Street
Columbus, Texas 78934

VIA (ARCHITECT): Christopher Di Stefano & Ass
2500 CityWest Blvd.
Suite # 2010
Houston, Texas 77042

ARCHITECT'S PROJECT NO: ------

CONTRACT FOR:

CONTRACT DATE: October 5, 1987

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		
#1			$3,746.00
TOTALS			$3,746.00
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: Earl Pitchford Date: 12/4/87

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

1. **ORIGINAL CONTRACT SUM** ..... $ 101,395.00
2. **Net change by Change Orders** ..... $ (3,746.00)
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 97,649.00
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ ~~20,401.60~~ 24,438.50 CO
   (Column G on G703)
5. **RETAINAGE:**
   a. 10 % of Completed Work $ ~~2,040.16~~ 2,443.85 CO
   (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) ..... $ ~~2,040.16~~ 2,443.85 CO
6. **TOTAL EARNED LESS RETAINAGE** ..... $ ~~18,361.44~~ 21,994.65 CO
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) ..... $ -0-
8. **CURRENT PAYMENT DUE** ..... $ ~~18,361.44~~ 21,994.65
9. **BALANCE TO FINISH, PLUS RETAINAGE** ..... $ ~~79,287.56~~ 75,654.35 CO
   (Line 3 less Line 6)

State of: TEXAS County of: COLORADO
Subscribed and sworn to before me this 4 day of Dec. ,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 ..... $ 21,994.65
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:
By: Chris Di Stefano Date: 12-8-87

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.

34 1007 AS PER ORIGINAL

AS PER ORIGINAL

PROJECT: FORT BEND COUNTY PREC. 2, MAINTENANCE FACILITY, FRESNO, TEXAS PROJECT # 2502 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	$10,670.00	$0.00	$2,134.00	$2,134.00	20	$8,536.00	$213.40
2.	Site Work	5,795.00	0.00	5,215.50	5,215.50	90	579.50	521.55
3.	Drilled Footings	630.00	0.00	630.00	630.00	100	0.00	63.00
4.	Reinforcing Steel	2,314.00	0.00	2,314.00	2,314.00	100	0.00	231.40
5.	Concrete Alt #1	3,710.00	0.00	3,710.00	3,710.00	100	0.00	371.00
6.	Concrete Alt #2	4,346.00	0.00	4,346.00	4,346.00	100	0.00	434.60
7.	Concrete Alt #3	305.00	0.00	305.00	305.00	100	0.00	30.50
8.	Concrete Alt #4	2,846.00	0.00	2,846.00	2,846.00	100	0.00	284.60
9.	Concrete Alt #5	2,317.00	0.00	2,317.00	2,317.00	100	0.00	231.70
10.	Painting	5,578.00	0.00	0.00	0.00	0	5,578.00	0.00
11.	Overhead Doors	13,146.00	0.00	0.00	0.00	0	13,146.00	0.00
12.	Metal Bldg. Alt #1	15,528.00	0.00	0.00	0.00	0	15,528.00	0.00
13.	Metal Bldg. Alt #3	4,700.00	0.00	0.00	0.00	0	4,700.00	0.00
14.	Metal Bldg. Alt #4	9,967.00	0.00	0.00	0.00	0	9,967.00	0.00
15.	Plumbing	766.00	0.00	0.00	0.00	0	766.00	0.00
16.	Electrical	5,263.00	0.00	0.00	0.00	0	5,263.00	0.00
17.	Fans & Dampers	6,252.00	0.00	0.00	0.00	0	6,252.00	0.00
18.	Fencing	262.00	0.00	621.00	621.00		(359.00)	~~62.10~~
19.	Testing Allowance	5,000.00	0.00	0.00	0.00	0	~~5,000.00~~	~~0.00~~ 62.10
20.	Hardware Allowance	2,000.00	0.00	0.00	0.00	0	2,000.00	0.00
21.	CHANGE ORDER #1	(3,746.00)	0.00	0.00	0.00	0	(3,746.00)	0.00
TOTAL		$97,649.00	$0.00	$24,438.50	$24,438.50		$73,210.50	$2,443.85

12/10 xc: 4 Commissioners
County Clerk

14
AGENDA ITEM

34 1009

CHRISTOPHER
DI STEFANO &
ASSOCIATES
ARCHITECTS
INC. AIA

AREA CODE 713/953-9032

December 8, 1987

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

RE: FORT BEND COUNTY COURHOUSE ANNEX II

Dear Judge Stavinoha:

Enclosed is LEBCO CONSTRUCTORS, INC. Payment Request #4 in the amount of ~~$350,134~~ 349,634 for work completed during the month of November.

Please place this item on the Agenda for Court action.

Sincerely,

Chris DiStefano

Christopher DiStefano, AIA

CD/al
enc.

cc: Kathy Hynson, County Treasurer

2500 CITYWEST BOULEVARD • SUITE 2010 • • HOUSTON, TEXAS • 77042

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702*

TO (OWNER): Ft. Bend County Commissioners Court
Hon. Jodie Stavinoha, County Judge
PO Box 368, Richmond, Tx. 77469

PROJECT: FT. BEND COUNTY COURTHOUSE ANNEX II

APPLICATION NO: 4

PERIOD TO: 11-30-87

FROM (CONTRACTOR): Lebco Constructors, Inc.
PO Box 771949
Houston, Texas 77215

VIA (ARCHITECT): DiStefano Architects
2500 City West Blvd. #2010
Houston, Texas 77042

ARCHITECT'S PROJECT NO:

CONTRACT DATE: July 20, 1987

CONTRACT FOR:

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: LEBCO CONSTRUCTORS, INC.

By: [signature] Date: 12-8-87

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

1. **ORIGINAL CONTRACT SUM**		$ 5,265,600.00
2. **Net change by Change Orders**		$ .00
3. **CONTRACT SUM TO DATE** (Line 1 ± 2)		$ 5,265,600.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$ 842,366.00
5. **RETAINAGE:**		
a. 5 % of Completed Work (Column D + E on G703)	$ 42,117.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 42,117.00
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ 800,249.00
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$ 446,481.00
8. **CURRENT PAYMENT DUE**		$ 353,768.00
9. **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)		$ 4,465,351.00

State of: Texas County: Harris

Subscribed and sworn to before me this 8th day of December, 1987

Notary Public: Sharon Simpson

My Commission expires:

SHARON SIMPSON
Notary Public, State of Texas
My Commission Expires March 28, 1990

AS PER ORIGINAL

34 1010

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 $ 350,134

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Chris Di Stefano Date: 12-8-87

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.

TSAI03 12/07/87

LEBCO CONSTRUCTORS

APPLICATION # 05

10760000 FT. BEND COUNTY COURTHOUS

APPLICATION AND CERTIFICATE FOR PAYMENT

11/01/87 TO 11/30/87

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
1	GENERAL CONDITIONS	177,281	37,229	24,819		62,048	35	115,233	3,102
2	TESTING LABORATORY	20,000	6,000			6,000	30	14,000	300
3	DEMOLITION	16,257	16,257			16,257	100		813
4	DIRTWORK	23,588	21,229			21,229	90	2,359	1,061
5	TERMITE TREATMENT	712						712	
6	SITE CONCRETE	25,416						25,416	
7	ASPHALT PAVING	13,375						13,375	
8	BUILDING CONCRETE	752,430	180,583	135,438		316,021	42	436,409	15,801
9	REINFORCING	235,564	47,113	23,556		70,669	30	164,895	3,533
10	PRECAST PLANKS	16,217						16,217	
11	MASONRY	518,135						518,135	
12	STRUCTURAL STEEL	128,937	64,469	43,838		108,307	84	20,630	5,415
13	CARPENTRY	16,729						16,729	
14	MILLWORK & DOORS	106,032						106,032	
15	BUILT-UP ROOFING	98,937						98,937	
16	DAMPPROOFING/FLASHING	47,793						47,793	
17	HOLLOW METAL	13,229						13,229	
18	GLASS & GLAZING	191,947						191,947	
19	FINISH HARDWARE	73,000						73,000	
20	ALUM DOOR FRAMES	31,149						31,149	
21	DRYWALL	225,094						225,094	
22	LATH & PLASTER	2,911						2,911	
23	PAINTING	54,040						54,040	
24	ACCOUSTICAL CEILINGS	104,426						104,426	
25	RESILIENT FLOORING	87,263						87,263	
26	CERAMIC TILE	27,430						27,430	
27	MARBLE WORK	210,868						210,868	
28	SPRAY FIREPROOFING	4,073						4,073	
29	TOILET ACCESSORIES	10,502						10,502	
30	FLAGPOLES	2,065						2,065	
31	GRAPHICS	15,000		~~4,350~~		~~4,350~~	~~29~~	10,650 15,000	~~218~~
32	DIRECTORY & SIGN	3,400						3,400	
33	FLOOR MATS	2,066						2,066	
34	MOVABLE PART. SHELVES	35,596						35,596	
35	APPLIANCES	4,105						4,105	
36	METAL SHELVING	5,000						5,000	
37	WIRE MESH PARTITION	1,230						1,230	
38	METAL LOUVERS	10,020						10,020	
39	FIRE EXTING./CABINET	1,743						1,743	
40	DROP BOX DOOR & FRAME	3,616						3,616	
41	FLOOR DOORS	733						733	
42	CARD ACCESS SYSTEM	14,537						14,537	
43	BLINDS	3,063						3,063	
44	PEDESTALS & BENCHES	11,101						11,101	
45	ELEVATORS	273,882						273,882	
46	H V A C	660,343						660,343	
47	AIR TEST & BALANCE	42,000						42,000	
48	PLUMBING	205,729	18,516	8,229		26,745	13	178,984	1,337
49	FIRE PROTECTION	103,486		4,139		4,139	4	99,347	207
50	ELECTRICAL	544,623	10,892	108,925		119,817	22	424,806	5,991

AS PER ORIGINAL

34 1011

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 05

11/01/87 TO 11/30/87

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
51	PROJECTION SCREEN	2,143						2,143	
52	FEES/BOND/INSURANCE	86,784	67,692	19,092		86,784	100		4,339
	TOTAL COSTS	5,265,600	469,980	372,386	0	842,366		4,423,234	42,117
	JOB TOTALS	5,265,600	469,980	372,386	0	842,366	16	4,423,234	42,117
				372,386		842,366		4,423,234	

AS PER ORIGINAL

34 1012

34 1013 /5

THE ATTORNEY GENERAL OF TEXAS

OFFICE OF CHILD SUPPORT ENFORCEMENT

December 3, 1987

JIM MATTOX
ATTORNEY GENERAL

The Honorable Thomas J. Stovall, Jr.
Presiding Judge
Second Administrative Judicial Region
P.O. Box 40
Seabrook, Texas 77586

Re: Transfer of Fort Bend Masters' Funds

Dear Judge Stovall:

In response to your letter of inquiry concerning a transfer of funds allocated in Attachment A of the Fort Bend Masters' Contract, it is permissible to make the transfer of $2,400.00 from the fringe benefits allocation to the travel allocation pursuant to Section 5.B.3. of the contract.

If you have any questions or wish to further discuss this matter, please contact me at your convenience.

Sincerely yours,

Jo Alene Kirkel

Jo Alene Kirkel
Assistant Attorney General
for Expedited Process
and Administrative Review

JAK:lrg

cc: Ms. Kathy Hinson
Fort Bend County Treasurer

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

ADDENDUM TO ATTACHMENT A, BUDGET

FORT BEND COUNTY COOPERATIVE AGREEMENT

CONTRACT PERIOD FROM SEPTEMBER 1, 1987 TO AUGUST 31, 1988

Master(s) Salary	$50,520.00
Master(s) Fring Benefits*	7,748.00
Travel for Master(s)	5,900.00
TOTAL	$64,168.00

* = FICA, Retirement

Approved_____

Date_____

AS PER ORIGINAL

16

34 1015

****

NEWSPAPER PUBLICATION ON PUBLIC HEARING

****

FOR: Sugarwood

DATE: 1-11-88

TIME: 10 Am

NEWSPAPER(S) Mirror

BILL TO: ~~Debbie Roch~~
County

d.1

Nov. 11, 1987

34 1016

AS PER ORIGINAL

We the residents of the Sugarwood Subdivision in Sugar Land Texas, precinct 3 request that the speed limit of our subdivision be changed from 30 m.p.h. to 25 m.p.h. As concerned residents of Sugarwood we feel this is in the best interest & safety of the people and children living here:

1. Debbie Rothschild
2. Linda Duny
3. S Brown
4. Deborah Dow
5. Barbara Mok
6. Carol Cagle
7. Sakunthala B Aiyer
8. Tony Scales
9. X Parul Shah
10. Mari Sheth
11. Gayle Culak
12. JoAnn Spitzengel 2906 Deer Cr. Dr.
13. S.A. Gurusamy 1734 Hodge Lake Ln
14. Chola Reuben 1730 HODGE LAKE
15. David Blakesley 1727 Hodge Lake Lane
16. Arvind Bhandari 1722, Hodge Lake Lane

34 1017

AS PER ORIGINAL

17. Valerie Boesch 1719 Hodge Lake Lane

18. Wm. W ~~Butler~~ 2903 Tory Hill Ln.

19. Felicia Moon 1702 Hodge Lake LN.

20. [illegible] 1701 HODGE LAKE LN.

21. Janette Khamo 1714 Hodge Lake LN.

22. Paul & Irene [illegible] 1718 HODGE LAKE Ln.

23. Karen Emmott 1723 Hodge Lake

24. Will Ledoux 1739 Creekside Dr.

25. C. Richard Turnbow 1735 Creekside Dr.

26. Susan & Ed Thorn. 1731 Creekside Dr.

27. [illegible] 1723 Creekside Dr.

28. Virginia Lapp 1706 Creekside

29. John M. Karsh 1702 Creekside

30. John - Anita Lein 1703 Creekside.

Continued 2

34 1018

AS PER ORIGINAL

31. Albert Lee Allen 1738 Hodge Lk Ln
32. Mary Jo Bartu 2923 Deer Creek
33. Gary Maccarelli 2918 Deer Creek
34. Doris Kwok 2910 Deer Creek
35. Susan McCane 1601 Overland Pass

Debbie Rothschild
1735 Hodge Lk.
1980-7277

Jan 11
11 AM

Sugarwood Subdivision

PREJEAN & COMPANY, INC.
Surveying / Mapping
6611 Portwest Dr. Suite 120
HOUSTON, TEXAS 77024

(713) 869-7474

LETTER OF TRANSMITTAL

34 1019

DATE	JOB NO.
12-9-87	108-5

ATTENTION: Dianne Wilson

RE: Kings Landing - Exxon site

TO County Clerk - Fort Bend County
301 Jackson
Richmond, Texas

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

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

COPIES	DATE	NO.	DESCRIPTION
			Original Letters of Notification from MBank, Kings Landing One,
			and Kings Landing
1			Blueline Print of Partial Replat of Kings Landing

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 _____

COPY TO _____

SIGNED: Robert J. Prejean

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

PRODUCT 240-2 NEBS Inc., Groton, Mass. 01471

TRANSWESTERN
PROPERTY COMPANY

December 4, 1987

Ms. Julie A. King
MBANK HOUSTON, N. A.
910 Travis, Suite 1210
Houston, Texas 77252

Re: Kings Landing, 40,000 Square Foot
Outparcel Sale to Exxon Company USA

Dear Julie:

Kings Landing is in the process of a sale of the 40,000 square foot outparcel out of Restricted "B" of Kings Landing, Fort Bend County, Texas to the Exxon Company, USA.

As a requirement issued by Fort Bend County and The City of Houston Planning Department, the pad must be replatted prior to any development on the site and notification must be given to and acknowledged by each owner of any adjacent tracts to the outparcel site.

This letter is to serve as notice that the outparcel must be replatted. Please acknowledge this notification by signing below.

ACKNOWLEDGED:

MBANK HOUSTON, N. A.

Julie A. King

Julie A. King

12-4-87

Date

6671 Southwest Freeway ■ Suite 200 ■ Houston, Texas 77074 ■ (713) 270-7700

TRANSWESTERN
PROPERTY COMPANY

December 4, 1987

Kings Landing One, A Texas General Partnership
6671 Southwest Freeway, Suite 200
Houston, Texas 77074

Re: Kings Landing, 40,000 Square Foot
Outparcel Sale to Exxon Company USA

Dear Sirs:

Kings Landing is in the process of a sale of the 40,000 square foot outparcel out of Restricted "B" of Kings Landing, Fort Bend County, Texas to the Exxon Company, USA.

As a requirement issued by Fort Bend County and The City of Houston Planning Department, the pad must be replatted prior to any development on the site and notification must be given to and acknowledged by each owner of any adjacent tracts to the outparcel site.

This letter is to serve as notice that the outparcel must be replatted. Please acknowledge this notification by having Mr. Duncan sign below.

ACKNOWLEDGED:

KINGS LANDING ONE, A TEXAS GENERAL PARTNERSHIP

Robert Duncan, Managing Partner

December 4, 1987
Date

6671 Southwest Freeway ■ Suite 200 ■ Houston, Texas 77074 ■ (713) 270-7700

TRANSWESTERN
PROPERTY COMPANY

December 4, 1987

Kings Landing, A Texas General Partnership
6671 Southwest Freeway, Suite 200
Houston, Texas 77074

Re: Kings Landing, 40,000 Square Foot
Outparcel Sale to Exxon Company USA

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Kings Landing is in the process of a sale of the 40,000 square foot outparcel out of Restricted "B" of Kings Landing, Fort Bend County, Texas to the Exxon Company, USA.

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This letter is to serve as notice that the outparcel must be replatted. Please acknowledge this notification by having Mr. Duncan sign below.

ACKNOWLEDGED:

KINGS LANDING, A TEXAS GENERAL PARTNERSHIP

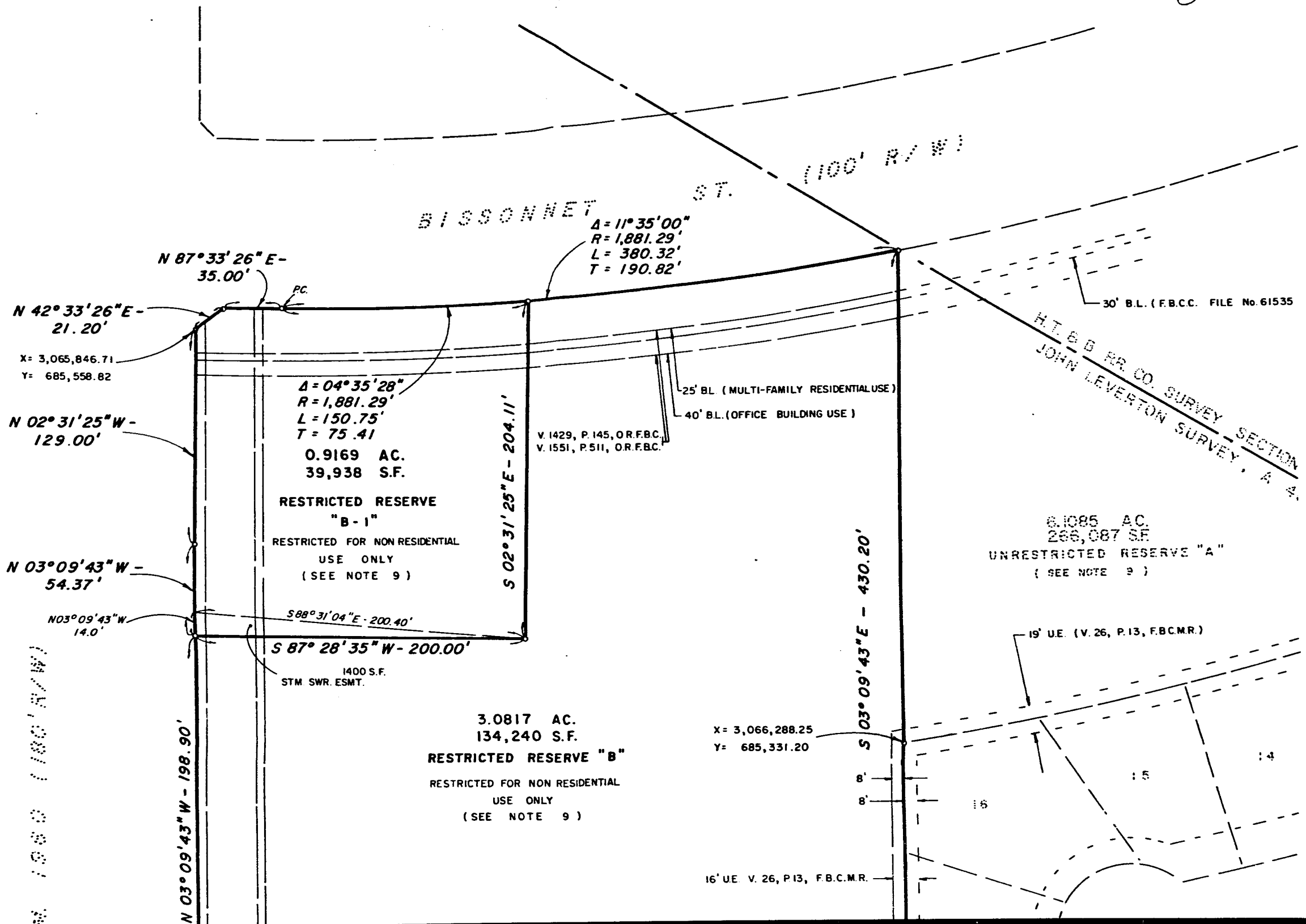
Robert Duncan, Managing Parther

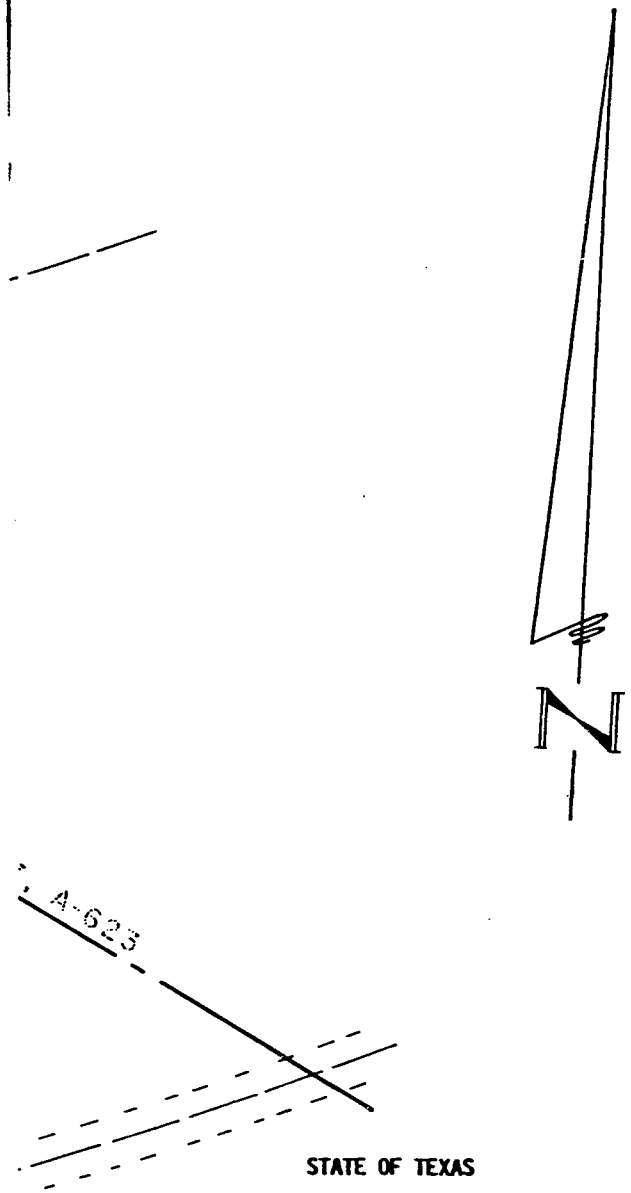
December 4, 1987
Date

34 1023

AS PER ORIGINAL

①





STATE OF TEXAS

COUNTY OF FORT BEND

KINGS LANDING, A TEXAS GENERAL PARTNERSHIP ACTING BY AND THROUGH ROBERT D. DUNCAN, MANAGING PARTNER HEREINAFTER REFERRED TO AS OWNER OF THE 3.9986 ACRES DESCRIBED IN THE ABOVE AND FOREGOING MAP OF A PARTIAL REPLAT OF KINGS LANDING, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAN OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, WE DO HEREBY DEDICATE FOR PUBLIC UTILITY PURPOSES AN UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET IN WIDTH FROM A PLACE TWENTY (20) FEET ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON.

STATE OF TEXAS
ROBERT J. PREJEAN
1820
REGISTERED
PUBLIC SURVEYOR

I, ROBERT J. PREJEAN, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINT, POINTS OF CURVATURE & OTHER POINTS OF REFERENCE HAVE BEED MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAT THREE QUARTER INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER.

ROBERT J. PREJEAN
TEXAS REGISTRATION NO. 1820

THIS IS TO CERTIFY THAT THE CITY PLANNING COMMISSION OF THE CITY OF HOUSTON, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF EXXON RETAIL STORE #69917 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF HOUSTON AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS ____ DAY OF _____ 1987.

ATTEST: _____
EFRAIM S. GARCIA
SECRETARY

BY: _____
BURDETTE C. KEELAND
CHAIRMAN

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, THIS _____ DAY OF _____, 1987.

JOHNNIE PUSTKA
COMMISSIONER, PRECINCT 1

BEN DENHAM
COMMISSIONER, PRECINCT 2

JODIE E. STAVINOHA
COUNTY JUDGE

ALTON PRESSLY
COMMISSIONER, PRECINCT 3

BOB LUTTS
COMMISSIONER, PRECINCT 4

WE, MBANK HOUSTON, NATIONAL ASSOCIATION, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS A PARTIAL REPLAT OF KINGS LANDING

AS PER ORIGINAL

34 1024

34 1025

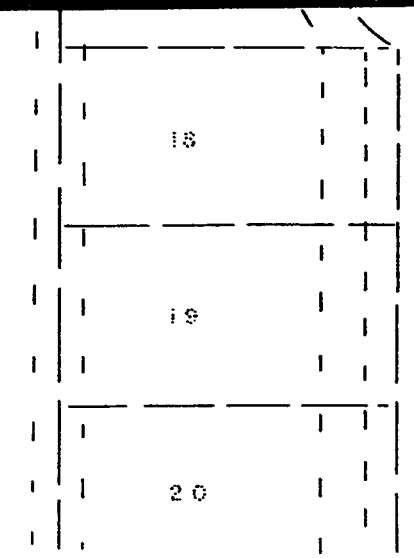
AS PER ORIGINAL

TEXAS STATE HIGHWAY 8

5' W.L.E. (V.852, P.311, F.B.C.D.R.)

30' STM. & SSE. (V.1324, P.36, F.B.C.D.R.)

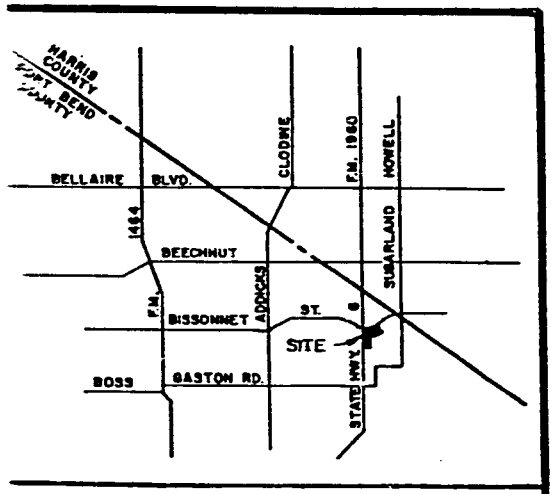
40' B.L. (F.B.C.C. FILE No. 61535



3

GENERAL NOTES

1. B.L. INDICATES BUILDING LINE.
2. U.L. INDICATES UTILITY EASEMENT.
3. S.S.E. INDICATES SANITARY SEWER EASEMENT.
4. STM. S.E. INDICATES STORM SEWER EASEMENT.
5. W.L.E. INDICATES WATER LINE EASEMENT.
6. ALL BEARINGS AND COORDINATES REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE: TO CONVERT DISTANCES SHOWN HEREIN TO GRID DISTANCES MULTIPLY BY 0.9998760.
7. NO CONSTRUCTION IS TO BEGIN UNTIL PLAT IS FILED AND RECORDED IN THE OFFICE OF THE COUNTY CLERK, FORT BEND COUNTY, TEXAS.
8. NO KNOWN PIPELINE EASEMENTS EXIST WITHIN THE PLATTED AREA.
9. SITE DRAINAGE PLANS FOR THE FUTURE DEVELOPMENT OF THIS RESERVE MUST BE APPROVED BY THE HARRIS COUNTY FLOOD CONTROL DISTRICT.
10. FOR EXISTING RESTRICTIONS SEE THE FOLLOWING INSTRUMENTS:
    - V. 1429, P. 145 O.R.F.B.C.
    - V. 1551, P. 511 O.R.F.B.C.
    - F.B.C.C. FILE NO. 61535
    - F.B.C.C. FILE NO. 61536
11. UTILITY DISTRICT:
    WEST KEEGANS BAYOU IMPROVEMENT DISTRICT AND KINGSSRIDGE MUNICIPAL UTILITY DISTRICT.
12. SCHOOL DISTRICT: FORT BEND INDEPENDENT SCHOOL DISTRICT.



LOCATION MAP 1" = 1 MILE

SURVEYOR

PREJEAN & COMPANY, INC. 6611 PORTWEST DR. Ste.100
Surveying / Mapping 713-869-7474
HOUSTON, TEXAS 77024

ENGINEER

WALTER P. MOORE & ASSOCIATES, INC. 3203 WEST ALABAMA
Consulting Engineers & Planners 713-630-7300
HOUSTON, TEXAS 77098

A PARTIAL REPLAT OF

KINGS LANDI

(SLIDE 804 B, F.B.C.M.R.
CONTAINING TWO BLOCKS
3.9986 ACRES
BEING A REPLAT OF RESERV
OUT OF THE
JOHN LEVERTON SURVEY,
FORT BEND COUNTY, TEXA
DECEMBER, 1987

-SCALE-
50 0 50

PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, WE DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND FIFTEEN (15) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, SLOUGHS, OR OTHER NATURAL DRAINAGE COURSES LOCATED IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING THE CITY OF HOUSTON, FORT BEND COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

IN TESTIMONY WHEREOF KINGS LANDING, A TEXAS GENERAL PARTNERSHIP, EXECUTE THIS OWNERS ACKNOWLEDGEMENT THIS_____DAY OF_____, 1987.

KINGS LANDING,
A TEXAS GENERAL PARTNERSHIP

BY _____
ROBERT D. DUNCAN
MANAGING PARTNER

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT D. DUNCAN, MANAGING PARTNER FOR KINGS LANDING, 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 CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS_____ DAY OF_____, 1987.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS

NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

MBANK HOUSTON, NATIONAL ASSOCIATION

BY: _____
JULIE A. KING
VICE PRESIDENT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JULIE A. KING, VICE PRESIDENT OF MBANK HOUSTON, NATIONAL ASSOCIATION, 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 CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 4 DAY OF December 1987.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
My Commission expires
3:14:90

NG

"B"

-402

= OWNER =

KINGS LANDING A TEXAS GENERAL PARTNERSHIP
6671 SOUTHWEST FREEWAY SUITE 200
HOUSTON, TEXAS 77074
713-270-7200

AS PER ORIGINAL 34 1026

CONTROL SERVICES (#87-103); (7) OFFICE SUPPLIES (#87-104); (8) DATA PROCESSING EQUIPMENT (#87-96):

Take action on photographic supplies:

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

Take action on uniform hats for Sheriff's Dept.:

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

Take action on janitorial supplies:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to ROSENBERG JANITORIAL for janitorial supplies. (Recorded in minutes in full)

Take action on one or more automobiles:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to LAWRENCE MARSHALL for one automobile in the amount of $11,324.75 for Juvenile Probation. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and carried, with Commissioner Denham voting to abstain, it is ordered to purchase two (2) cars for Constable #2 in the amount of $11,324.75 ea. (Recorded in minutes in full)

Take action on sixteen or more new full-size automobiles, police equipped:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to reject bid #87-102 and authorize purchase of automobiles from GILLMAN DODGE thru HGAC for Sheriff's Dept.

Sheriff Gus George request purchasing autos from HGAC.

Take action on pest control services:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to COLONY PEST in the amount of $2,760 for pest control. (Recorded in minutes in full)

Take action on office 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 KEY OFFICE PRODUCTS at a 42% discount for office supplies.

Take action on data processing equipment:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to award proposal to IBM & reject Telex on data processing equipment and approve line item transfer for Data Processing. (Recorded in minutes in full)

21. ACCEPT STATEMENT FROM PURCHASING AGENT AS TO SOLE SOURCE OF AVAILABILITY-USED COPIER FOR COUNTY CLERK:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pustka voting no, it is ordered to accept statement from Purchasing Agent as to sole source of availability on used copier for County Clerk. (Recorded in minutes in full)

34 1028

AS PER ORIGINAL

20/1

ANNUAL CONTRACT FOR THE PURCHASE OF PHOTOGRAPHIC SUPPLIES FOR FORT BEND COUNTY
BID #87-97

COMPANY	ITEM #1 COLOR NEGATIVE CHEMISTRY	ITEM #2 COLOR SLIDE CHEMISTRY	ITEM #3 COLOR NEGATIVE PRINT FILM	ITEM #4 COLOR SLIDE FILM	ITEM #5 B & W NEGATIVE PRINT FILM	ITEM #6 COLOR PAPER CHEMISTRY	ITEM #7 COLOR PAPER CHEMISTRY	ITEM #8 EKTACOLOR + COLOR PAPER
CAMERAS UNLIMITED 2117 AVE I ROSENBERG, TX (713) 342-1360	$15.60/KIT BESELER	$17.42/KIT BESELER	$42.49/ROLL KODAK	$61.52/ROLL KODAK	$22.40/ROLL KODAK	$14.50(F/3 ½GA) KODAK $97.16 (F/25 GA) DEVELOPER REPLINISHER	$19.52(F/3½ GA) KODAK $100.08(F/25 GA) BLEACH REPLINISHER	$347.10/M KODAK
INDUSTRIAL PHOTOGRAPHIC 1303 N. FIRST ST. BELLAIRE, TX (713) 664-5678	$15.46/KIT BESELER	$17.43/KIT BESELER	$41.13/ROLL KODAK VERICOLOR III	$45.76/ROLL AGFA	$15.43/ROLL AGFA	$55.30/25 GA. AGFA	$72.96/25 GA. AGFA	$255.00/M AGFA
JOBAR, INC. 4909 BISSONNET BELLAIRE, TX (713) 668-5773	$14.50/KIT BESELER CN2	$16.18/KIT BESELER	$40.15/ROLL KODAK VERICOLOR III	$58.45/ROLL KODAK EKTACHROME 200	$21.50/ROLL KODAK TRIX TX402	$91.25/25 GA. KODAK EP2	$94.75/25 GA. KODAK EP2	$31.70/M KODAK

34 1029

AS PER ORIGINAL

COMPANY	ITEM #9 B & W FILM DEVELOPER	ITEM #10 B & W FILM DEVELOPER	ITEM #11 B & W FIXER FOR FILM	ITEM #12 B & W PAPER DEVELOPER	ITEM #13 B & W PAPER FIX	ITEM #14 B & W PAPER	ITEM #15 B & W PAPER	ITEM #16 B & W PAPEK
CAMERAS UNLIMITED	$3.40/GA. KODAK	$2.80/QT. KODAK	$5.99/GA. KODAK	$19.52/MIX KODAK	$15.44/MIX KODAK	$40.58/100 KODAK	$48.03/100 KODAK	$92.26/100 KODAK
INDUSTRIAL PHOTOGRAPHIC	$2.10/GA. KODAK	$2.70/QT. KODAK	$5.38/GA. KODAK	$17.71/MIX KODAK	$13.99/MIX KODAK	$35.91/100 KODAK	$42.49 KODAK	$81.63/100 KODAK
JOBAR, INC.	$3.02/GA. KODAK	$4.55/QT. KODAK	$5.48/GA. KODAK	$17.25/MIX KODAK	$13.80/MIX KODAK	$35.65/100 KODAK	$42.00/100 KODAK	$82.60/100 KODAK

34 1030

AS PER ORIGINAL

COMPANY	ITEM #17 COLOR PAPER	ITEM #18 B & W FILM DEVELOPER	ITEM #19 COLOR NEGATIVE PRINT FILM	ITEM #20 ORTHO CUT FILM	ITEM #21 ROYAL PAN CUT FILM	ITEM #22 T-60 VHS VIDEO TAPES	ITEM #23 POLORIOD TYPE-52 FILM	ITEM #24 POLORIOD TYPE-59 FILM
CAMERAS UNLIMITED	$67.96/100 KODAK	$3.89/GA. KODAK	$6.29/BOX KODAK	$49.46/100 KODAK	$43.58/100 KODAK	$285.00/CASE $4.75/EA. POLORIOD OR FUJI	$307.70/CASE	$501.80/CASE
INDUSTRIAL PHOTOGRAPHIC	$50.00/100 AGFA	$3.53/GA. KODAK	$5.28/BOX KODAK	$47.23/100 KODAK	$41.63/100 KODAK	$279.00/CASE $4.65/EA. KODAK	$288.32/CASE	$460.57/CASE
JOBAR, INC.	$63.08/100 KODAK	$4.08/GA. KODAK	$5.50/BOX KODAK CF135	$50.00/100 KODAK	$44.00/100 KODAK	$57.90/CASE 10 $5.89/EA. POLOROID T120	$326.50/CASE	$517.55/CASE

34 1031

AS PER ORIGINAL

COMPANY	ITEM #25 POLORIOD TYPE 669 FILM	ITEM #26 POLORIOD TYPE 600 FILM	ITEM #27 POLORIOD TIME ZERO FILM	ITEM #28 NEGATIVE PRINT FILES	ITEM #29 CANNED COMPRESSED AIR	ITEM #30 NOZZLES
CAMERAS UNLIMITED	$404.00/CASE	$504.00/CASE	$504.00/CASE	$17.00/100	$3.75/CAN $45.00/CASE	$14.00/EACH
INDUSTRIAL PHOTOGRAPHIC	$377.63/CASE	$525.97/CS SNGL $499.26/CS DBL	$525.97/CS SNGL $499.26/CS DBL	$23.80/100	$4.67/CAN $56.04/CASE DUST-OFF	$22.00/ EACH DUST-OFF
JOBAR, INC.	$435.00/CASE	$523.32/CASE	$523.32/CASE	$22.50/100	$2.75/CAN $30.00/CASE DUSTMASTER	$11.50/EACH DUSTMASTER

AS PER ORIGINAL

ANNUAL CONTRACT FOR THE PURCHASE OF UNIFORM HATS FOR THE FORT BEND COUNTY SHERIFF'S DEPARTMENT. BID #87-98

COMPANY	UNIT BID PRICE WINTER HATS	UNIT BID PRICE SUMMER HATS
BLAIR GROUP, INC. 5960 S. LOOP EAST HOUSTON, TX 77033	$38.25 EACH	$34.88 EACH
JUST BOOTS, INC. 11358 EASTEX FWY HOUSTON, TX 77093	$55.00 EACH	$19.50 EACH
SUPERIOR SURGICAL MFG COMPANY MARTIN'S UNIFORMS P.O. BOX 101137 SAN ANTONIO, TX 78201	$46.50 EACH	$27.50 EACH

20/3

34 1033

AS PER ORIGINAL

ANNUAL CONTRACT FOR THE PURCHASE OF JANITORIAL SUPPLIES FOR FORT BEND COUNTY
BID #87-99
(35 ITEMS)

COMPANY	BID PRICE	
ROSENBERG JANITORIAL P.O. BOX 587 ROSENBERG, TX 77471	$107.35	
GULF COAST PAPER CO. 437 COMMERCE AVE CLUTE, TX 77531	$111.93	
PEEL PAPER CO. P.O. BOX 1255 ROSENBERG, TX 77471	$157.97	
AIRKEM PROFESSIONAL PROD.	*	*BID CONSISTED OF ONLY 6 ITEMS OUT OF 35
NATIONAL CHEMSEARCH DIV.	*	*BID CONSISTED OF ONLY 11 ITEMS OUT OF 35.
PUBLIC HEALTH EQUIPMENT	*	*BID CONSISTED OF ONLY 4 ITEMS OUT OF 35.
S.K.Y. ENTERPRISES	*	*BID CONSISTED OF ONLY 4 ITEMS OUT OF 35.
WAREHOUSE & SHIPPING PROD.	*	*BID CONSISTED OF ONLY 14 ITEMS OUT OF 35.
BRAWNER PAPER CO.	**	**BID CERTIFICATION NOT SIGNED.
TEXAS DEPT. OF CORRECTIONS	**	**DELIVERY TIME DOES NOT MEET SPEC. TDC HAS 3-4 WEEK DELIVERY AND WILL NOT DELIVER THROUGHOUT FORT BEND COUNTY.

20/4

34 1034

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW AUTOMOBILES, WITH SELECTED OPTIONS
BID #87-100

COMPANY	TOTAL BID PRICE WITH SELECTED OPTIONS	DELIVERY WITHIN	PRICE GUARANTEE
LAWRENCE MARSHAL CHEV-OLDS P.O. BOX 983 HEMPSTEAD, TX 77445	$11,324.75	60-90 DAYS	180 DAYS
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX 77210	$11,347.00	60-90 DAYS	120 DAYS
A.C. COLLINS FORD P.O. BOX 1759 PASADENA, TX 77501	$11,422.79	120 DAYS	30 DAYS
GALLERIA AREA FORD 4410 WESTHEIMER HOUSTON, TX 77227	$12,317.80	120 DAYS	120 DAYS
REGENCY CHEVROLET P.O. BOX 631 ROSENBERG, TX 77471	$12,632.00	90 DAYS	120 DAYS
MICKEY BATSON PONT-CAD-GMC P.O. BOX 1788 ROSENBERG, TX 77471	$13,080.99	60 DAYS	30 DAYS
DUB MILLER FORD P.O. BOX 812 ROSENBERG, TX 77471	$13,744.64	120 DAYS	30 DAYS
JOE MYERS FORD 16634 N.W. FWY HOUSTON, TX 77040	$11,656.30	DOES NOT MEET SPECIFICATIONS: NO RADIATOR COOLING SYSTEM, NO OIL OR VOLT METER, AND NO SINGLE KEY LOCKING SYSTEM.	

20/5

34 1035

AS PER ORIGINAL

PURCHASE OF SIXTEEN (16) OR MORE NEW FULL SIZE AUTOMOBILES, POLICE EQUIPPED
BID #87-102

COMPANY	BID PRICE	DELIVERY WITHIN	PRICE GUARANTEE
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX 77210	$11,964.00	120-135 DAYS	120 DAYS
JACK ROACH FORD P.O. BOX 25085 HOUSTON, TX 77265-5085	$12,137.43	60-120 DAYS	30 DAYS
A.C. COLLINS FORD P.O. BOX 1759 PASADENA, TX 77501	$12,217.00	120 DAYS	30 DAYS
LAWRENCE-MARSHAL CHEV-OLDS P.O. BOX 983 HEMPSTEAD, TX 77445	$12,258.29	120 DAYS	120 DAYS
JOE MYERS FORD 16634 N.W. FWY HOUSTON, TX 77040	$12,280.90	120 DAYS	UNTIL CHANGED BY MANUFACTURER
WESTWAY FORD, INC. P.O. BOX 36344 HOUSTON, TX 77036	$12,283.67	150 DAYS	150 DAYS
GALLERIA AREA FORD 4410 WESTHEIMER RD. HOUSTON, TX 77227	$12,337.39	120 DAYS	120 DAYS
HELFMAN FORD P.O. BOX 721740 HOUSTON, TX 77272	$12,376.22	90-120 DAYS	30 DAYS
RUSSELL BROTHERS OF TEXAS 1333 SHERRY LN. DESOTO, TX 75115	$12,868.00	60-120 DAYS	30 DAYS
DUB MILLER FORD P.O. BOX 912 ROSENBERG, TX 77471	$13,060.73	120-150 DAYS	30 DAYS
GILLMAN DODGE 7117 FONDREN HOUSTON, TX 77036	$11,597.64	BID HAS BEEN WITHDRAWN, DID NOT MEET SPECIFICATIONS	
JOE GRILLO OLDS-DODGE P.O. BOX 911 ROSENBERG, TX 77471	$12,276.36	DOES NOT MEET SPECIFICATIONS: NO FUEL INJECTION, NO OVERDRIVE.	

20/6

34 1036

AS PER ORIGINAL

ANNUAL CONTRACT TO PROVIDE PEST CONTROL SERVICES TO CERTAIN FORT BEND COUNTY BUILDINGS. BID #87-103

COMPANY	TOTAL ANNUAL BID PRICE
COLONY PEST CONTROL 3718 CARYA CIRCLE SUGAR LAND, TEXAS 77478 LIC #5817	$2,760.00
RODGER'S PEST CONTROL 9503 SUMMER BELT HOUSTON, TEXAS 77074 LIC #4404	$3,360.00
INTEGRATED PEST MANAGEMENT 9223 BRONCO HOUSTON, TEXAS 77055 LIC #5887	$3,420.00
COYLE'S PEST CONTROL 5015 WEST OREM DRIVE HOUSTON, TEXAS 77045 LIC #2450	$3,744.00
BAXTER SONS 1306 DUDLEY RICHMOND, TEXAS 77469	$3,816.00
CHIEF PEST CONTROL 2027 HWY 90A MISSOURI CITY, TEXAS 77489 LIC #5845	$3,900.00
J & G CHEMICAL CO. 1321 SECOND ST. ROSENBERG, TEXAS 77471 LIC #58	$3,900.00
MICAR EXTERMINATING P.O. BOX 14376 HOUSTON, TEXAS 77221	$32,520.00

ORKIN PEST CONTROL BID DOES NOT MEET SPECIFICATIONS: CERTIFICATION NOT SIGNED

20/7

34 1037

AS PER ORIGINAL

ANNUAL CONTRACT FOR THE PURCHASE OF OFFICE SUPPLIES FOR FORT BEND COUNTY
BID #87-104

COMPANY	DISCOUNT BID
KEY OFFICE PRODUCTS 1291 N. POST OAK #130 HOUSTON, TX 77055	42%
RELIANT BUSINESS PRODUCTS P.O. BOX 25186 HOUSTON, TX 77256	36.2%
HARTWELL'S OFFICE WORLD 6810 LARKWOOD HOUSTON, TX 77074	35%
WILSON BUSINESS PRODUCTS P.O. BOX 4285 HOUSTON, TX 77210	30%
STC OFFICE PRODUCTS 750 PARK TWO DRIVE SUGAR LAND, TX 77478	26%
SEALY OFFICE PRODUCTS P.O. BOX 1299 SEALY, TX 77474	25%
FORT BEND OFFICE ENTERPRISES P.O. BOX 1128 ROSENBERG, TX 77471	NON RESPONSIVE BID

#20 (8)

34 1038

FORT BEND COUNTY DATA PROCESSING

BID ACCEPTANCE REQUEST

December 14, 1987

Money is available in the Data Processing Budget for the items listed below.

Telex Corp

ITEM	COST
I. Color Display Terminals	
Unit - IBM 3192-CDØ Vendor - IBM Quantity - 42 Price - $1165 Maintenance - 3 yrs warranty $67/annually per unit thereafter.	$48,930.00
II. Color Graphics Display Terminals	
Unit - IBM 3192-GDØ Vendor - IBM Quantity - 10 Price - $1707 Maintenance - 3 yrs warranty $87/annually per unit thereafter .	$17,070.00
III. Printers - Impact	
Unit - IBM 4208-001 proprinter Vendor - IBM Quantity - 10 Price - $908 Maintenance - 1 yr warranty $102/annually per unit thereafter.	$ 9,080.00

BID ACCEPTANCE REQUEST CONT...

ITEM	COST
IV. Printers Non-Impact	
Unit - IBM 5202-001 quietwriter III Vendor - IBM Quantity - 10 Price - $1821 Maintenance - 3 months warranty $200 annually per unit thereafter.	$18,210.00
V. Modems	
Unit - IBM 5865-002 Vendor - IBM Quantity - 7 Price - $2800 Maintenance - 1 yr warranty $135/annually per unit thereafter.	$19,600.00
VI. Remote Terminal Cluster Control Units	
Unit - IBM 3174-51R Vendor - IBM Quantity - 6 Price - $6660 Maintenance - 1 yr warranty $342/annually per unit thereafter.	$39,960.00
VII. Local Terminal Cluster Control Units	
Unit - IBM 3174-01L Vendor - IBM Quantity - 2 Price - $15090 Maintenance - 1 yr warranty $926/annually per unit thereafter.	$30,180.00

BID ACCEPTANCE REQUEST CONT...

ITEM	COST
VIII. Disc Drive	
Unit - IBM 3380-B04 Vendor - Econocom Quantity - 2 Price - $21,250 Maintenance - $185/monthly	$21,250.00
TOTAL	$204,280.00

IBM

The lowest bid is being recommended for all items except item I. The Telex Corporation bid their color display terminals at $1000 each. However our Request for Price Quotation specified that price was not the only factor being considered. Reliability was also a factor under consideration.

We currently have four (4) Telex terminals. Three (3) of them are broken. That is a 75% failure rate. We have over 100 IBM terminals. Only three have ever had broken parts. That is a 1% per year failure rate. Plus the IBM units have the following ease of maintenance features:

1. Self Diagnostics,
2. Modular design,
3. Carry-In parts exchange. (Telex offers only on-site repair).

A terminal should last 8-12 years. Over that time period the IBM terminals are a lower cost alternative then Telex.

I recommend the acceptance of the above items.

Chuck Miller
Director of Data Processing

DATA PROCESSING

EXPLANATION OF TRANSFER
OF ENDING BALANCES

I. PAYROLL

a. At end of 1986 we had an employee terminate; we also had a new position for 1987. Thus both positions were open at the same time. I held forty-seven (47) interviews with prospective programmers before selecting the two (2) people we hired.

Also, the new people asked for less money than the previous programmer. (They were still the best people to hire). The two factors taken together resulted in a large surplus in payroll.

b. We have for two years hired part-time employees thru the local high schools. This year Lamar dropped their program. When we finally got our part-time people, we got them from Wharton County Junior College thru the CETA program. In this program the Federal Government pays the salary. This resulted in additional savings.

Of, course if you have less salary expense there is a reduction in Social Security, Retirement, etc...

Unless someone quits we are at full strength and will spend all of our payroll money for 1988 on salaries.

II. RENTALS

Rentals were less than expected because of two factors:

1) A drop in IBM software rental charges,

2) and some software credits from IBM.

III. FEES AND SERVICES

There were several factors which contributed to the spending of less money in fees and services.

1) We had fewer terminal repairs than anticipated, (Since we now do our own terminal repair this meant that we bought fewer parts than anticipated).

III. FEES AND SERVICES CONT...

2) IBM dropped some of their maintenance charges.

3) We did not have in place all of the equipment that we had anticipated.

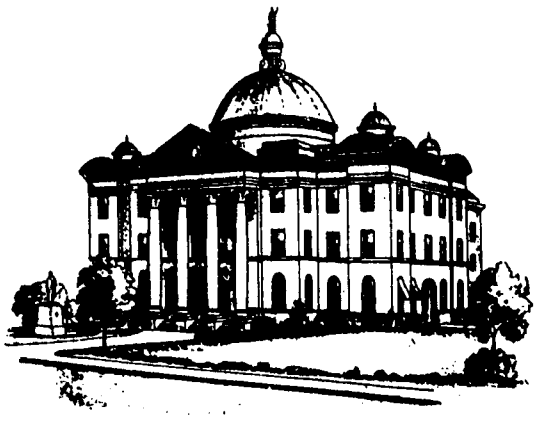
IV. OFFICE SUPPLIES

Office supplies reflects the cost of connectors, cables, etc. that were anticipated for all of the new devices we are now receiving, plus fewer new tapes, etc. than we had scheduled.

We have the money in next years budget to purchase these items.

Chuck Miller
Director of Data Processing

Charles W. Miller
Director Of Data
Processing



P.O. Drawer X
Richmond, Texas 77469
(713) 342-3411

STATE OF TEXAS COUNTY OF FORT BEND
Richmond, Texas

December 29, 1987

Dianne Wilson
County Clerk
Fort Bend County
P.O. Box 520
Richmond, Texas 77469

Dear Dianne;

On December 14, 1987 at Commissioners' Court with Judge Stavinoha and the Commissioners in attendance the attached request was submitted by Data Processing.

1) We accepted bids from IBM and Econocom on data processing equipment.

2) We rejected the Telex bid.

Commissioner Pressley made the motion to award the bid items as presented by data processing and Commissioner Lutts seconded the motion.

Chuck Miller 12/29/87
Chuck Miller
Director of Data Processing

Enclosure 1

Elida -
Check the minutes -
apparently we have
them incorrect
DW

FORT BEND COUNTY DATA PROCESSING

BID ACCEPTANCE REQUEST

December 14, 1987

Money is available in the Data Processing Budget for the items listed below.

ITEM	COST
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BID ACCEPTANCE REQUEST CONT...

ITEM	COST
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BID ACCEPTANCE REQUEST CONT...

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2. Modular design,
3. Carry-In parts exchange. (Telex offers only on-site repair).

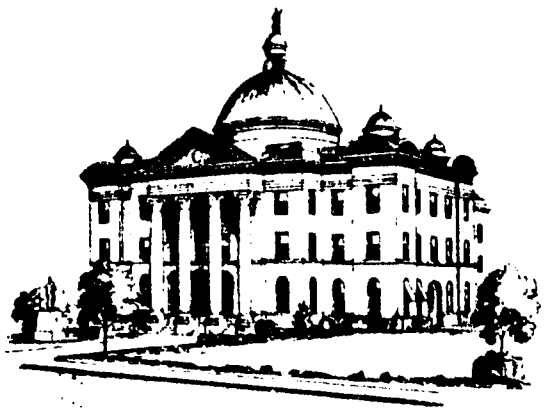
A terminal should last 8-12 years. Over that time period the IBM terminals are a lower cost alternative then Telex.

I recommend the acceptance of the above items.

Chuck Miller 12/14/87

Chuck Miller
Director of Data Processing

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 11, 1987

The Commissioners Court
Fort Bend County, Texas

Subj: Statement as to Existance of Only One Source.

Gentlemen,

The County Clerk of Fort Bend County has requisitioned a used 1986 model Canon NP-9030 Laser Copier, an item costing more than $5,000.00.

After inquiries were made to all Canon Copier vendors of whom we have knowledge, I have determined the existance of only one source for this equipment: Global Services, Inc., of Houston, Texas.

It is recommended that the Commissioners Court of Fort Bend County grant an exemption to Sec. 3 Art. 2368a.5 V.A.T.S. and that a statement to that effect be entered into it's minutes.

This letter is submitted as provided for in Vernon's Ann.Civ.St Art. 2368a.5 Sec 4(b).

John J. Hammett

22. CONSIDER $300 PAYMENT TO ALL-WRITE SHEET METAL INC. FOR DELAYS CAUSED DURING ROOF REPAIR BECAUSE OF COURT PROCEEDINGS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve $300 payment to All-Write Sheet Metal Inc. for delays caused during roof repair because of court proceedings. Funds to come from Permanent Improvements.

23. CONSIDER APPROVAL OF FINAL PAYMENT IN THE AMOUNT OF $17,409 FROM OMEGA HI-TECH ROOF REPAIR CO. ON COURTHOUSE ROOFING PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve final payment of $17,409 less 10% retention from Omega Hi-tech Roof Repair Co. on courthouse roofing.

24. CONSIDER APPLICATION FROM FORT BEND TELEPHONE TO LAY CABLE UNDER & ALONG PROVIDENCE 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 to lay cable under & along Providence Rd. in Prct. 1. (Recorded in minutes full)

25. CONSIDER APPLICATION FROM FIRST COLONY M.U.D. #3 TO INSTALL FORCE MAIN ALONG STEEP BANK CREEK DITCH "A", OILFIELD RD. AND UNDER OILFIELD RD., PRCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from First Colony M.U.D. #3 to install force main along Steep Bank Creek Ditch "A", Oilfield Rd. and under Oilfield Rd. Prct. 4. (Recorded in minutes in full)

26. CONSIDER ACCEPTING EXTENSION OF LETTER OF CREDIT #33 FOR MOCKINGBIRD ACRES SUBDIVISION IN PRECINCT 2 TO REPLACE ONE EXPIRING 12-23-87:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept extension of Letter of Credit #33 for Mockingbird Acres Subdivision in Precinct 2 to replace one expiring 12-23-87. (Recorded in minutes in full)

27. SET POLICY FOR STEP ADJUSTMENTS & MERIT INCREASES FOR 1988 SALARIES:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Lutts voting no, it is ordered to approve guidelines as presented by Bill Thomas, Personnel Analyst. (Recorded in minutes in full)

28. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS (DRAINAGE) AS AUTHORIZED BY ART. 6252-17, SEC. 2(F), V.T.C.S., AND CONSIDER ACTION:

Cancel

RECESS:

Commissioners' Court recessed at 10:45 a.m.

29. 11:00 A.M.- DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA):

See attached Drainage District Board minutes.

12/10 xc: 4 Commissioners & County Clerk

AGENDA ITEM 23

34 1049

AS PER ORIGINAL

APPLICATION AND CERTIFICATE FOR PAYMENT

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

TO (OWNER): Fort Bend County
1050-00H2-1070

PROJECT: Fort Bend County Courthouse

APPLICATION NO: 3

PERIOD TO: 12/8/87

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR): V# 157985
Omega Hi-Tech Roof Systems, Inc.
P. O. BOX 801227
Houston, TX. 77280-1227

VIA (ARCHITECT):
Lance Roof Inspection Co.
4141 North Freeway
Houston, TX. 77022

ARCHITECT'S PROJECT NO:

CONTRACT DATE: August, 1987

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner TOTAL			
Approved this Month		$ 9,000.00	
Number	Date Approved		
1	9/28/87		
TOTALS		9,000.00	
Net change by Change Orders		$ 9,000.00	

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

CONTRACTOR: [signature]

By: Omega Hi-Tech Roof Systems, Inc. Date: 12/9/87

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

1. **ORIGINAL CONTRACT SUM** ..... $ 76,959.00
2. **Net change by Change Orders** ..... $ 9,000.00
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 85,959.00
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ 85,959.00
   (Column G on G703)
5. **RETAINAGE:**
   a. ____ % of Completed Work $ - 0 -
   (Column D + E on G703)
   b. ____ % of Stored Material $ - 0 -
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ - 0 -
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 85,959.00
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) ..... $ 68,550.00
8. **CURRENT PAYMENT DUE** ..... $ 17,409.00
9. **BALANCE TO FINISH, PLUS RETAINAGE** ..... $ - 0 -
   (Line 3 less Line 6)

State of: Texas County of: Harris
Subscribed and sworn to before me this 9th day of December, 19 87
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:
By: Pete Halland - Lance Roof Inspection, Inc. Date: 12-10-87

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.

RECEIVED DEC 9 1987 COUNTY AUDITOR

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATE FOR PAYMENT • MAY 1983 EDITION • AIA® • © 1983
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

G702-1983

34 1050

AS PER ORIGINAL

CONTINUATION SHEET

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

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C−G)	RETAINAGE
1.	Re-roof & Repairs Fort Bend County Court-House	$ 85,959.00	-0-	$ 32,500.00	$ 12,000.00	$ 44,500.00	52%	$ 41,459.00	$ 4,450.00
2.		85,959.00	$ 32,500.00	$ 45,000.00	- 0 -	$ 77,500.00	84%	$ 8,459.00	$ 4,500.00
3.		85,959.00	$77,500.00	$ 8,459.00	- 0 -	$ 85,959.00	100%	- 0 -	$ 8,950.00
		$ 85,959.00	$ 77,500.00	$ 8,459.00	- 0 -	$ 85,959.00	100%	- 0 -	$ 8,950.00

34 1051

AS PER ORIGINAL

LANCE ROOF INSPECTION SERVICE, INC.

2857 MAIN STREET • EAST POINT, GA 30344
EAST POINT, GA (404) 766-5651 / HOUSTON, TEXAS (713) 695-4507
DALLAS, TEXAS (214) 337-7509 / SAN FRANCISCO, CA (415) 656-8900

Job # _____ Date 12-10-87

DAILY REPORT

PROJECT NAME: Ft. Bend Cty. Courthouse ADDRESS: Richmond Texas

OWNER: _____

ROOFING CONTRACTOR: Omega Roofing Co

GENERAL CONTRACTOR: _____ Supt: George Bacon

_____ Signed: _____

Weather _____ Roof Spec # or type _____

New or re-roof? _____ type of deck _____ Thickness of deck: _____

Was insulation used: _____ Thickness? _____ Type: _____

How was insulation applied? _____

Type of drains: _____ Were proper flashings used? _____

Was nailing required? _____ If so what type? _____

Were all plys correctly installed? _____ Did you cut sample? _____ Was cut repaired properly? _____

Type of aggregate used? _____ Was it clean & proper size? _____ Were there bare spots? _____

What flashing specification was used? _____

Was flashing anchored to wall properly? _____ How? _____

Were metal flanges stripped properly? _____ How? _____

Type of bitumen _____ Temp of bitumen _____ Type of Felts _____

REMARKS: It was agreed upon in the presents of Bill Hearn, George Beran, Pete Holland, that to close out the project and reduce the expense of an inspector, the following items are to be completed and approved to the satisfaction of George Beran of Ft. Bend Cty. maintenance dept. before final payment is to be paid to Omega Roofing Co.

Items: 1- Repair or replace broken sprinkler
2- clean third floor restroom and stairs
3- Fill in lawn w/top soil
4- Repair concrete curb in lawn sprinkler system
5- General clean-up of bldg. and grounds around courthouse
6- check on broken slate

Roofing Foreman's Signature Signed: Pete Holland

SS-1 (Rev. 6/87)

#24

34 1052

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 14th day of December, 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 December 1, 1987, permit no. 80866 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

mailed copies 12/17/87

34 1053

Appl. # 80866

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

Karl E. Baker, P. E.
Assistant Engineer

December 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

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)

34 1054

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 60866

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
Providence	508' northeast of Brumbelow	60'	X			
Providence	1,501' northeast of Brumbelow	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
Providence	Brumbelow @ Providence	1,718' northeast	1,718'

General Description

Beginning at the southeast intersection of Brumbelow Rd. and Providence Rd. and proceeding on Providence Rd. in a northeasterly direction 1,718' at 10' from the southeast R.O.W. line. Thence, beginning at a point on the southeast R.O.W. line at 508' and 1,501' northeast from the intersection of Providence and Brumbelow and boring under Providence Rd. to 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: December 1,1987
ADDRESS 24403 Roesner Rd.
(Street/P.O. Box)

Katy, Tx. 77450
City State Zip

TELEPHONE NO: 713-[illegible]

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 14th day of December, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of First Colony Municipal Utility District No. 3 dated December 1, 1987, permit no. 80864 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Bressley, 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 Dachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elda 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.

CC 12/14/87

34 1056

Appl. # 80864

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

Karl E. Baker, P. E.
Assistant Engineer

December 7, 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

34 1057

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 60864

Formal notice is hereby given that First Colony Municipal Utility District No. 3 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
Oilfield Road	1,310' S. of Palm Royale Blvd.	1,010' S. of Palm Royale	300 feet

General Description

Construction of proposed temporary 8" P.V.C. force main within the existing 70' Oilfield Road right-of-way and west of the existing Oilfield Road asphalt pavement.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Dannenbaum Engineering Corporation
AGENT ~~XXXXXXXXXXXXX~~
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Alan D. Hirshman, P.E.
(Please Print) Project Manager

DATE: 12/1/87
ADDRESS: 3100 West Alabama
(Street/P.O. Box)

Houston, Texas 77098
City State Zip
TELEPHONE NO: (713) 520-9570

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

AS PER ORIGINAL

On this 14th day of December, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of First Colony Municipal Utility District No. 3 dated December 1, 1987, permit no. 80863 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 80863

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

Karl E. Baker, P. E.
Assistant Engineer

December 7, 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)

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80863

Formal notice is hereby given that First Colony Municipal Utility District No. 3 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
Steep Bank Creek Ditch "A"	1,175' North of Palm Royale Boulevard	650' East of point 1,175' North of Palm Royale Blvd.	650'

General Description

Construction of proposed, temporary 8" P.V.C. force main located 5' inside the north easement line of the 220' Fort Bend County Steep Bank Creek Ditch "A" Easement

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Dannenbaum Engineering Corporation
AGENT ~~OWNER~~
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Alan D. Hirshman, P.E., Project Manager
(Please Print)

DATE: 12/1/87
ADDRESS: 3100 West Alabama
(Street/P.O. Box)

Houston, TX 77098
City State Zip
TELEPHONE NO: (713) 520-9570

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 14th day of December, 19 87, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of First Colony Municipal Utility District No. 3 dated December 1, 1987, permit no. 80865 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

mailed copies 12/11/87

34 1062

Appl. # 80865

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

Karl E. Baker, P. E.
Assistant Engineer

December 7, 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

DANNENBAUM ENGINEERING CORPORATION

3100 WEST ALABAMA HOUSTON, TEXAS 77098 P. O. BOX 22292 HOUSTON, TEXAS 77027 (713) 622-8011

AS PER ORIGINAL

December 1, 1987

Mr. Karl Baker
Fort Bend County Engineering Department
3403 Avenue F
P. O. Box 1449
Rosenberg, Texas 77471

Re: Permit Request and Notice of Proposed 8" Force Main Activity Within Fort Bend County Road Right-Of-Way (Oilfield Road) and Drainage Ditch Easement (Steep Bank Creek)
Serving Commonwealth Park, Section 2 in First Colony M.U.D. No. 3

Dear Mr. Baker:

Enclosed are five (5) executed copies of the permit application with drawings for the proposed 8" force main for each of three locations where the force main is within either Oilfield Road right-of-way or the 220' Steep Bank Creek drainage easement east of Oilfield Road. Also, enclosed for your information is a copy of the "Exchange of Easements" document supplied to us by Fort Bend County L.I.D. No. 2 which describes on Page 5, a portion of the "333 Deed" through which the force main will extend, that has not been conveyed to F.B.C.L.I.D. No. 2.

Should you require any additional information regarding the acquisition of these permits, please feel free to call.

Sincerely,

Craig C. Jorgenson

Craig C. Jorgenson
Associate

CCJ/aly
1641-31
1691E
w/enclosures

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

AS PER ORIGINAL

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

AS PER ORIGINAL

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,

AS PER ORIGINAL

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

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

34 1070

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80565

Formal notice is hereby given that First Colony Municipal Utility District No. 3 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
Oilfield Road	1,175' N. of Palm Royale Blvd.	45 feet	X	X		X

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Oilfield Road	150' S. of Palm Royale Blvd.	1,175' N. of Palm Royale	1,325 feet

General Description

Construction of proposed, temporary 8" P.V.C. force main within the 100' Oilfield Road right-of-way and west of the existing OIlfield Road concrete pavement.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Dannenbaum Engineering Corporation
AGENT ~~and/or OWNER~~
(accessible 24 hrs/day, 7 days/week:

Alan D. Hirshman
(Signature)

NAME & TITLE Alan D. Hirshman, P.E., Project Manag
(Please Print)

DATE: 12/1/87
ADDRESS: 3100 West Alabama
(Street/P.O. Box)

Houston, Texas 77098
City State Zip
TELEPHONE NO: (713) 520-9570

27
34 1071

December 10,1987

To Honorable Members of Commissioners Court,

In order to continue implementation of the Coopers & Lybrand Classification and Compensation Study, and to follow the intent of Commissioner's Court to administer the '88 salary program,the following policy and practice is recommended for approval.

The merit funds allotted to department salary budgets may be used to provide increases of 2% to 5% salary increases on individual employees, and may not exceed the overall budgeted amount for merit in the '88 budget. When movement is from a step amount, the resulting increase shall normally be to the next step. An employee who is on a step may not be moved in excess of the next step unless he/she is moved to the following step. A two step increase may not exceed a 5% salary increase.

An employee between steps may also be provided an increase not to exceed the 5% figure. Employees will be increased to the next step, provided there is less than a two step increase in the overall amount for the individual. Salary movement to a step amount will occur at the hiring anniversary date of the individual, and funds for this purpose will be taken from the salary adjustment funds and added to the department's budget.

It is recommended the Performance Review Committee review any requested exception to the above and recommend disposition.

Salary adjustment funds to supplement salary budgets are to implement the salary step program, and are considered equity adjustments. The salary adjustment fund is not for use by the Road & bridge Precincts and Drainage District as they are budgeted seperately. It is recommended they administer their salary funds not to exceed a 5% merit allowance on individual employees. While these departments may not be able to implement the step program in 1988, they are encouraged to place employees on paysteps whenever feasible.

The combination merit and step salary program is a "one time" type of salary program for eligible departments. The goal is that of placing employees on pay steps by the end of 1988 by rewarding meritorious employees, and providing equitity adjustments so that overall salary administration may become more consistent and efficient for Fort Bend County.

Questions relating to the '88 salary program should be directed to Bill Thomas or Richard Selleh in the Personnel Department.

Sincerely,

Bill Thomas
Personnel Analyst

BT:bc
cc
County Judge Jodie Stavinoha
Commissioner Johnnie Putska
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

RECONVENE:

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

30. 1:30 P.M.- OPEN & CONSIDER BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW TRUCK MOUNTED HERBICIDE APPLICATOR WITH COMPUTERIZED CHEMICAL INJECTION SYSTEM (#87-105); (2) CONSTRUCTION OF STOCK FENCE APPROXIMATELY 2234 FT. LONG (#87-106); (3) UNIFORMS FOR SHERIFF'S DEPT. (#87-107); (4) FOOD FOR JAIL & JUVENILE DETENTION (#87-108); (5) PROVIDING PROPERTY & VALUABLE PAPERS COVERAGE FOR FORT BEND COUNTY:

Commissioner Lutts and Commissioner Pressley absent for bid opening.

Open bids for one or more new truck mounted herbicide applicator with computerized chemical injection system:

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

A) BOETTCHER-HLAVINKA CO.
B) CIBOLO MANUFACTURING

Open bids for construction of stock fence approximately 2234 ft. long:

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

A) FOUR SEASONS
B) GRIFFIN FENCE CO.
C) HOUSTON FENCE CO.
D) ORSAK FENCE
E) TROPHY COMMERCIAL CONTRACTORS
F) ASTRO FENCE CO.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to award bid to ORSAK FENCE CO. for construction of stock fence approximately 2234 ft. long in the amount of $2,904.20. Funds to come from right-of-way fund.

Open bids for uniforms for Sheriff's Dept.:

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

A) SUPERIOR SURGICAL

Open bids for food for jail & juvenile detention:

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

A) CENTRO AMERICAN COFFEE CORP.
B) GLAZIER FOOD COMPANY
C) PETHERIOTES BROTHERS
D) BRENHAM WHOLESALE

Open bids for providing property & valuable papers coverage for Fort Bend County:

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

A) MCCLAUGHERTY INC. CO.
B) ANCO INSURANCE (Council/Covell-agent)

31. 2:00 P.M. - MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS (INTERVIEW OF COUNTY ENGINEER APPLICANTS) AS AUTHORIZED BY ART. 6252-17, SEC. 2 (G), V.T.C.S., AND CONSIDER ACTION:

Met in Closed Session.

BID ITEM: HERBICIDE APPLICATOR WITH COMPUTERIZED CHEMICAL INJECTION SYSTEM

BID NUMBER: 87-105

34 1073

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$CATEGORY

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	
BADO EQUIPMENT CO., INC.	
BOETTCHER-HLAVINKA CO.	✓
BOMAG	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	
D & S TRUCK PARTS & REPAIR	
DIVERSIFIED EQUIPMENT	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	
EL CAMPO EQUIPMENT CO., INC.	
FT BEND CHAMBER OF COMMERCE 1	
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	
JACK HODSON - 2	
JOHNSON & ROACH TRACTOR CO.	
K & M EQUIPMENT, INC.	
MUSTANG TRACTOR & EQUIPMENT CO	
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	
ROSENBERG/RICHMOND CHAMBER - 2	
SHOPPA FARM SUPPLY CO.	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
THE R.J. MILLER CO., INC.	
TOM FAIREY COMPANY	
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	
CIBOLO MANUFACTURING	✓

BID ITEM: CONSTRUCTION OF A STOCK FENCE APPROXIMATELY 2234 FEET LONG

34 1074

BID NUMBER: 87-106

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'330'$CATEGORY

VENDOR NAME	BID PRICE
A-DELTA FENCE COMPANY	
~~ALLIED SUPPLIER OF TEXAS, INC.~~	
B & B FENCE COMPANY	
~~BIBBS WELDING AND FABRICATION~~	
~~BOETTCHER HLAVINKA CO.~~	
CHAMPION CONSTRUCTION	
~~CONROE CREOSOTING COMPANY~~	
CONTECH CONSTRUCTION PROD.,INC	
FOUR SEASONS FENCE CO., INC. ✓	✓
FT BEND CHAMBER OF COMMERCE 4	
GALE FENCE COMPANY, INC.	
GRIFFIN FENCE CO. ✓	✓
HENRY BROTHERS, INC.	
HOUSTON FENCE COMPANY ✓	✓
~~HUNTER WELDING, INC.~~	
JAMES ELLIOTT CONSTRUCTION	
~~KENNEDY SAW MILLS, INC.~~	
~~LUFKIN CREOSOTING COMPANY, INC~~	
~~MAILITE SYSTEMS~~	
MUSTANG FENCE CO.	
ORSAK FENCE ✓	✓
ROSENBERG/RICHMOND CHAMBER - 5	
SEIFERT WELDING & CONST., INC.	
WESTERN FENCE CO.	
~~WYATT METAL DRAINAGE PRODUCTS~~	
ASTRO FENCE COMPANY	
Amco Fence Co.	
TROPHY COMMERCIAL CONTRACTORS ✓	✓
Baxter & Son	
Astro Fence Co ✓	✓

BID ITEM: UNIFORMS FOR THE FORT BEND COUNTY SHERIFF'S DEPARTMENT

BID NUMBER: 87-107

VENDORS NOTIFIED BY LETTER

COMPANY	BID PRICE
ARATEX SERVICES, INC.	
BEST UNIFORM SUPPLY CO.	
BURKE UNIFORMS, INC.	
CARROLL'S PEACE OFFICERS SUPPLY.	
FACTORY SALES UNIFORM CO.	
GEORGE WERNICK & ASSOC., INC.	
MARTIN'S UNIFORMS	
SIR'S UNIFORMS	
THE GLOVE COMPANY	
ROSENBERG/RICHMOND CHAMBER OF COMMERCE	
FORT BEND CHAMBER OF COMMERCE	
Superior Surgical ✓	✓

BID ITEM: FOOD FOR THE FORT BEND COUNTY JAIL AND JUVENILE DETENTION

BID NUMBER: 87-108

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'385'$CATEGORY

VENDOR NAME	BID PRICE
BORDONS MILK	
CENTRO AMERICAN COFFEE CORP. ✓	✓
FT BEND CHAMBER OF COMMERCE 5	
GARY W. MARTIN CO.	
GLAZIER FOOD COMPANY ✓	✓
HOUSTON DAIRIES	
JAKE'S INC.	
KAY MEAT COMPANY	
L.R. KERSTEN	
MILT RAY FOOD SERVICES	
OAK FARMS DAIRIES	
RAINBO BAKING COMPANY	
ROSENBERG/RICHMOND CHAMBER - 6	
SCHEPPS DAIRY	
SCHOTT'S BAKERY	
SERVICE BROKERAGE COMPANY	
SUNBEAM BAKER	
SYSCO FOOD SERVICES, INC.	
THOMAS COOK & CO.	
WHITE SWAN, INC.	
WOMACK MARKETING CO.	
PETHERIOTES BROTHERS ✓	✓
BRENHAM WHOLESALE ✓	✓
C.W. wholesale Diste.	
Hoopers Minimax	
Brenham Wholesale	✓

32. 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.

33. ADJOURNMENT:

Commissioners' Court adjourned at 3:45 p.m. Monday, December 14, 1987.

32

AS PER ORIGINAL 34 1078

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**********

_____
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 14th day of December, 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
DAN GERKEN	DRAINAGE MANAGER

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

1. APPROVE RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK & STAFFORD RUN WATERSHEDS; AND APPOINT AN ADVISORY COMMITTEE:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set Public Hearing for January 18, 1988 at 2:00 p.m. to consider land use assumptions for Middle Oyster Creek, Flat Bank Creek & Stafford Run Watersheds and appoint an Advisory Committee. (Recorded in minutes in full)

2. CONSIDER ACCEPTING LETTER-OF-CREDIT #87-93 FROM UNITED SAVINGS TO REPLACE LETTER-OF-CREDIT #86-53 EXPIRING DEC. 15, 1987:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept letter-of-credit from United Savings to replace #86-53 expiring Dec. 15, 1987.

3. ADVERTISE FOR BIDS FOR ONE OR MORE NEW PICKUP TRUCKS:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for one or more new pickup trucks.

4. DISCUSS AND REVIEW DRAINAGE DISTRICT MONTHLY REPORT:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept Drainage District Monthly Report for November 1987 as presented by Dan Gerken, Drainage Engineer. (Recorded in minutes in full)

5. ADJOURNMENT:

   Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered that Drainage District Board be adjourned at 11:25 a.m. Monday, December 14, 1987.

DD/1

34 1080

Lichliter/Jameson & Associates, Inc.
CONSULTING ENGINEERING PLANNING SURVEYING

December 7, 1987

The Honorable Jodie Stavinoha
Fort Bend County Judge
500 Jackson
Richmond, Texas 77469

Dear Judge Stavinoha:

In accordance with our recent discussion the following steps must be taken in order to set the drainage impact fee in the Flat Bank/Middle Oyster Creek/ Stafford Run watershed area. This fee will be utilized for amortization of the debt service on the recently approved Water Development Board loan.

Senate Bill No. 336 requires the political subdivision (Fort Bend County) to set a public hearing to consider land use assumptions within the above watershed area. In addition, after the public hearing on land use a final public hearing must be held to adopt the impact fee itself. At the initial hearing to set the first public hearing the Court must also appoint an advisory committee to advise the Court on matters relating to the land use and impact fee. The committee is to be composed of not less than 5 members of which not less than 40% shall be representative of the real estate developer or building industry.

I would like to suggest an advisory committee be established from the Drainage Task Force previously appointed by the Commissioners Court. I would offer the following for your and the Court's consideration:

> Two members of the building industry - Mr. Carl Stephens, Chairman of the Task Force and Mr. Tom Wilcox, GHBA Representative on Task Force.
>
> Three members to be the Mayors or their designees from Sugar Land, Stafford and Missouri City which are the cities involved in this particular watershed.

Joe Allen of Vinson & Elkins will have prepared the necessary resolution, public advertisement, etc., for consideration by the Court at its next meeting. In addition, the land use information will be available for the Court and the public review at the next meeting of the Court. I am requesting this matter be placed on the next Court agenda in order for this process to commence and the impact fee be adopted as soon as possible.

The agenda items to be considered at the initial meeting will be the appointment of the Advisory Committee and setting a date for the first public hearing.

ELEVEN-ONE-ELEVEN BROOKLET DRIVE, SUITE 100 HOUSTON, TEXAS 77099-3596 713/561-5190

I am enclosing copies of this letter for distribution to the Commissioners. Please let me know if you have any questions.

Very truly yours,

William O. Jameson, P.E.
President

WOJ:ljd

Enclosure

cc: Mr. Joe Allen, Vinson & Elkins
Mr. Don Russell, President, FBFCWSC
Mr. Paul Lippke, L/JA
Mr. Sam Kruse, L/JA

AGENDA ITEM
Drainage

34 1082

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 14th day of December, 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 Fort Bend County Drainage District, 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 SETTING A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND APPOINTING AN ADVISORY COMMITTEE

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: _____
NOES: _____

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 SETTING A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND APPOINTING AN ADVISORY COMMITTEE

WHEREAS, the Fort Bend County Drainage District (the "Drainage District") has the authority and responsibility to provide flood control and drainage improvements for Fort Bend County, Texas; and

WHEREAS, the Commissioners Court of Fort Bend County (the "Commissioners Court"), is designated as the governing body of the Drainage District and the agency through which management and control of the Drainage District is administered; and

WHEREAS, the Commissioners Court has determined that there is a substantial need for flood control improvements in the watersheds of Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area"), which are located in Fort Bend County, Texas, and desires to consider authorizing the Drainage District to impose charges or assessments ("Impact Fees") against new development within these watersheds to help finance the flood control improvements necessitated by and attributable to such new development;

WHEREAS, Article 1269j-4.11, §§ 1-11, Vernon's Texas Civil Statutes, ("Article 1269j-4.11") was passed during the 70th regular session of the legislature, and as of September 1, 1987, regulates the imposition of Impact Fees by a political subdivision against new development; and

Whereas, Article 1269j-4.11 authorizes any county with a population of at least 2.2 million, or a county which borders a county of that population, and any district or authority created under Article XVI, Section 59, of the Constitution within such county that is authorized to provide flood control improvements, to impose Impact Fees to provide storm water, drainage and flood control improvements necessary to accommodate new development; and

WHEREAS, Article 1269j-4.11 requires any political subdivision intending to impose an Impact Fee to set a public hearing to consider approving a description of the service area, projections of changes in land uses, densities and population therein over at least a 10-year period (the "Land Use Assumptions") for the Service Area; and

WHEREAS, Article 1269j-4.11 provides that the governing body of the political subdivision intending to impose an Impact Fee must also appoint a capital improvements advisory committee (the "Advisory Committee") composed of not less than five members to, among other things, advise and assist in adopting Land Use Assumptions; and

WHEREAS, the Commissioners Court now desires to proceed with any and all necessary action to consider adoption of an Impact Fee in the Service Area;

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

Section 1: The Commissioners Court desires to consider the imposition of Impact Fees in the Service Area to provide the flood control improvements necessitated by and attributable to new development in the Service Area.

Section 2: The Commissioners Court hereby authorizes the necessary action to prepare and adopt Land Use Assumptions for the Service Area in the time, form and manner required by Article 1269j-4.11.

Section 3: The public hearing to consider the Land Use Assumptions for the Service Area is hereby set for January ___, 1988 at 1:30 p.m. in Room 100, Fort Bend County Courthouse Annex, Richmond, Texas.

Section 4: Notice of the public hearing on the Land Use Assumptions shall be published in a newspaper of general circulation in the County once a week for three consecutive weeks and the first publication shall be at least 30 days before the public hearing.

Section 5: The proposed Land Use Assumptions, including the time period of the projections and the general nature of the improvement facilities, are on file and are available for public inspection during regular office hours at the office of the Drainage District, which is located at 3417 Avenue F, Rosenberg, Texas.

Section 6: The members of the Advisory Committee that are hereby appointed to assist and advise the Commissioners Court with respect to the adoption of an Impact Fee are as follows:

PASSED AND APPROVED this 14 day of December, 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)

AS PER ORIGINAL

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 SETTING A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND APPOINTING AN ADVISORY COMMITTEE

adopted by said Commissioners Court at a meeting, open to the public, held on the 14th day of December, 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 the Fort Bend County Drainage District, 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 14th day of December, 1987.

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

By_____
Deputy

(SEAL)

2A/FBFC(j)

FORT BEND COUNTY DRAINAGE DISTRICT

PROPOSED LAND USE ASSUMPTIONS TO BE USED IN CONNECTION WITH ADOPTION OF IMPACT FEES FOR FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN

Article 1269j-4.11, Vernon's Texas Civil Statutes, which was passed during the 70th regular legislative session, requires that as a prerequisite to imposing charges or assessments against new development ("Impact Fees") a political subdivision is required to approve a description of the service area, projections of changes on land uses, densities, intensities and population over at least a 10-year period ("Land Use Assumptions"). Following is the Land Use Assumptions with respect to imposing Impact Fees for flood control improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area").

I. DESCRIPTION OF SERVICE AREA AND GENERAL NATURE OF IMPROVEMENTS

The Service Area, earlier defined as Middle Oyster Creek, Flat Bank Creek and Stafford Run, is illustrated by Exhibit "A". This Service Area drains approximately 11,772 acres in east Fort Bend County, and extends south from Highway 90A to the Brazos River.

The proposed flood control improvements include but are not limited to channel improvements, improving street and canal crossings, constructing on-line detention facilities, expanding existing major streams, drainage appurtenances, and erosion control measures. The improvements will allow for new development of 5,119 acres within the Service Area and alleviate flooding conditions for the 4,149 acres in existing development. The proposed Impact Fees will be utilized to pay for the portion of the improvement costs necessitated by and attributable to the new development. Additional flood control improvements will be required to allow development of the remaining 3,587 acres.

II. PROJECTIONS OF CHANGES IN LAND USES, DENSITIES, INTENSITIES, AND POPULATION WITHIN THE SERVICE AREA

A. Present and Projected Land Use in Acres

Present Land Use		Projected New Development from 1987 - 2007	
Single Family	2,270	Single Family	2,765
Multi-Family	140	Multi-Family	476
Commercial	396	Commercial	825
Industrial	112	Industrial	205
Open Space	553	Open Space	166
Other	678	Other	205
Undeveloped	7,623		
		Total	4,642

Remaining undeveloped acreage: 2,981

B. Densities/Intensities

Land uses are projected to change on 4,642 acres from an undeveloped condition to a developed condition with the land uses set forth in Section A above. No change in densities and intensities is projected for 4,149 acres of existing development.

C. Actual and Projected Population

1987 -- 24,135
1990 -- 30,498
1995 -- 39,570
2000 -- 44,268
2007 -- 48,888

MAD12(15)

RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND APPOINTING AN ADVISORY COMMITTEE

WHEREAS, the Fort Bend County Drainage District (the "Drainage District") has the authority and responsibility to provide flood control and drainage improvements for Fort Bend County, Texas; and

WHEREAS, the Commissioners Court of Fort Bend County (the "Commissioners Court"), is designated as the governing body of the Drainage District and the agency through which management and control of the Drainage District is administered; and

WHEREAS, the Commissioners Court has determined that there is a substantial need for flood control improvements in the watersheds of Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area"), which are located in Fort Bend County, Texas, and desires to consider authorizing the Drainage District to impose charges or assessments ("Impact Fees") against new development within these watersheds to help finance the flood control improvements necessitated by and attributable to such new development;

WHEREAS, Article 1269j-4.11, §§ 1-11, Vernon's Texas Civil Statutes, ("Article 1269j-4.11") was passed during the 70th regular session of the legislature, and as of September 1, 1987, regulates the imposition of Impact Fees by a political subdivision against new development; and

Whereas, Article 1269j-4.11 authorizes any county with a population of at least 2.2 million, or a county which borders a county of that population, and any district or authority created under Article XVI, Section 59, of the Constitution within such county that is authorized to provide flood control improvements, to impose Impact Fees to provide storm water, drainage and flood control improvements necessary to accommodate new development; and

WHEREAS, Article 1269j-4.11 requires any political subdivision intending to impose an Impact Fee to set a public hearing to consider approving a description of the service area, projections of changes in land uses, densities and population therein over at least a 10-year period (the "Land Use Assumptions") for the Service Area; and

WHEREAS, Article 1269j-4.11 provides that the governing body of the political subdivision intending to impose an Impact Fee must also appoint a capital improvements advisory committee (the "Advisory Committee") composed of not less than five members to, among other things, advise and assist in adopting Land Use Assumptions; and

WHEREAS, the Commissioners Court now desires to proceed with any and all necessary action to consider adoption of an Impact Fee in the Service Area;

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

Section 1: The Commissioners Court desires to consider the imposition of Impact Fees in the Service Area to provide the flood control improvements necessitated by and attributable to new development in the Service Area.

Section 2: The Commissioners Court hereby authorizes the necessary action to prepare and adopt Land Use Assumptions for the Service Area in the time, form and manner required by Article 1269j-4.11.

Section 3: The public hearing to consider the Land Use Assumptions for the Service Area is hereby set for January 18, 1988 at 2:00 p.m. in Room 100, Fort Bend County Courthouse Annex, Richmond, Texas.

Section 4: Notice of the public hearing on the Land Use Assumptions shall be published in a newspaper of general circulation in the County once a week for three consecutive weeks and the first publication shall be at least 30 days before the public hearing.

Section 5: The proposed Land Use Assumptions, including the time period of the projections and the general nature of the improvement facilities, are on file and are available for public inspection during regular office hours at the office of the Drainage District, which is located at 3417 Avenue F, Rosenberg, Texas.

Section 6: The members of the Advisory Committee that are hereby appointed to assist and advise the Commissioners Court with respect to the adoption of an Impact Fee are as follows:

AS PER ORIGINAL

Lee Dugan

John Knox

Leonard Scarcella

Carl Stephens

Tom Wilcox

PASSED AND APPROVED this 14 day of December, 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)

2A/EBEGON

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 14th day of December, 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 Fort Bend County Drainage District, 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 SETTING A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND APPOINTING AN ADVISORY COMMITTEE

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: _____
NOES: _____

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 SETTING A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND APPOINTING AN ADVISORY COMMITTEE

WHEREAS, the Fort Bend County Drainage District (the "Drainage District") has the authority and responsibility to provide flood control and drainage improvements for Fort Bend County, Texas; and

WHEREAS, the Commissioners Court of Fort Bend County (the "Commissioners Court"), is designated as the governing body of the Drainage District and the agency through which management and control of the Drainage District is administered; and

WHEREAS, the Commissioners Court has determined that there is a substantial need for flood control improvements in the watersheds of Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area"), which are located in Fort Bend County, Texas, and desires to consider authorizing the Drainage District to impose charges or assessments ("Impact Fees") against new development within these watersheds to help finance the flood control improvements necessitated by and attributable to such new development;

WHEREAS, Article 1269j-4.11, §§ 1-11, Vernon's Texas Civil Statutes, ("Article 1269j-4.11") was passed during the 70th regular session of the legislature, and as of September 1, 1987, regulates the imposition of Impact Fees by a political subdivision against new development; and

Whereas, Article 1269j-4.11 authorizes any county with a population of at least 2.2 million, or a county which borders a county of that population, and any district or authority created under Article XVI, Section 59, of the Constitution within such county that is authorized to provide flood control improvements, to impose Impact Fees to provide storm water, drainage and flood control improvements necessary to accommodate new development; and

WHEREAS, Article 1269j-4.11 requires any political subdivision intending to impose an Impact Fee to set a public hearing to consider approving a description of the service area, projections of changes in land uses, densities and population therein over at least a 10-year period (the "Land Use Assumptions") for the Service Area; and

WHEREAS, Article 1269j-4.11 provides that the governing body of the political subdivision intending to impose an Impact Fee must also appoint a capital improvements advisory committee (the "Advisory Committee") composed of not less than five members to, among other things, advise and assist in adopting Land Use Assumptions; and

WHEREAS, the Commissioners Court now desires to proceed with any and all necessary action to consider adoption of an Impact Fee in the Service Area;

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

Section 1: The Commissioners Court desires to consider the imposition of Impact Fees in the Service Area to provide the flood control improvements necessitated by and attributable to new development in the Service Area.

Section 2: The Commissioners Court hereby authorizes the necessary action to prepare and adopt Land Use Assumptions for the Service Area in the time, form and manner required by Article 1269j-4.11.

Section 3: The public hearing to consider the Land Use Assumptions for the Service Area is hereby set for January 18, 1988 at 2:00 p.m. in Room 100, Fort Bend County Courthouse Annex, Richmond, Texas.

Section 4: Notice of the public hearing on the Land Use Assumptions shall be published in a newspaper of general circulation in the County once a week for three consecutive weeks and the first publication shall be at least 30 days before the public hearing.

Section 5: The proposed Land Use Assumptions, including the time period of the projections and the general nature of the improvement facilities, are on file and are available for public inspection during regular office hours at the office of the Drainage District, which is located at 3417 Avenue F, Rosenberg, Texas.

Section 6: The members of the Advisory Committee that are hereby appointed to assist and advise the Commissioners Court with respect to the adoption of an Impact Fee are as follows:

Lee Dugan

John Knox

Leonard Scarcella

Carl Stephens

Tom Wilcox

PASSED AND APPROVED this 14 day of December, 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)

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 SETTING A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND APPOINTING AN ADVISORY COMMITTEE

adopted by said Commissioners Court at a meeting, open to the public, held on the 14th day of December, 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 the Fort Bend County Drainage District, 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 14th day of December, 1987.

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

By Elida Kosler
Deputy

(SEAL)

2A/FBFC(j)

Drainage #1

34 1097

****

NEWSPAPER PUBLICATION ON PUBLIC HEARING

****

FOR: Land use assumption for Middle Oyster Creek...

DATE: 1-18-88

TIME: ~~1:30 PM~~ 2 PM

NEWSPAPER(S) Mirror
SW Star

BILL TO: County

(d)

Drainage

34 1098

COUNTY OF FORT BEND

Drainage District

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

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

David W. Jalowy
Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

MONTHLY REPORT

NOVEMBER, 1987

The removal of vegetation from channels during November was accomplished primarily by shredding operations. The purpose of the shredding operations at this time of year is to remove all mature annuals in preparation for herbicide treatments early next spring.

Some of the channels shredded were Fairchilds Creek and five (5) of its tributaries, Fulshear Creek, Oyster Creek and Stafford Run Creek. A list of all channels that received work is included later in this report.

The District's bridge crew worked on low-water crossings on various streams and watergate installations on Rabbs Bayou. A total of four (4) low-water crossings were installed or repaired and a new bridge was begun on Big Creek where an existing bridge had deteriorated to the point that repair was no longer feasible.

The Linkbelt LS-2800 trackhoe worked on the installation of drop inlet pipes on several streams, as well as on an archeological investigation on Big Creek and proposed By-pass routes.

The Northwest 41 and Rapier NCK-305 draglines worked on the excavation of Buffalo Creek and removed ten thousand, six hundred (10,600) cubic yards of material. Work is now proceeding upstream of Hurta Road.

The Turkey Creek II-A project also continued during November with the Northwest 9570 and Linkbelt LS-98 draglines and dug approximately eight thousand (8,000) cubic yards of dirt.

The following charts show each project worked during November, 1987 and which equipment was used.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

34 1099

AS PER ORIGINAL

.. BIG CREEK II-B

E193-LINKBELT LS128 DRAGLINE	11/30
E227-FIAT ALLIS FD30 DOZER	11/3-11/6, 11/9-11/10, 11/12-11/13, 11/30
CASE855CLOADER#7402317	11/13
E519-LINKBELT LS2800 TRACKHOE	11/6-11/7, 11/9, 11/20-11/21, 11/23

2. BUFFALO CREEK I-B-3

E133-NORTHWEST 41AIR DRAGLINE	11/2-11/6, 11/9-11/13, 11/16-11/20, 11/23-11/25, 11/30
E225-FIATALLIS FG85MOTORGRADER	11/6
E226-CATERPILLAR D6D DOZER	11/2-11/6, 11/9-11/10, 11/12-11/13, 11/16-11/20, 11/23-11/24
E247-RAPIER NCK305 DRAGLINE	11/2-11/6, 11/9-11/13, 11/16-11/20, 11/23-11/24, 11/30
E519-LINKBELT LS2800 TRACKHOE	11/9-11/10, 11/12-11/13, 11/16-11/20

3. DRY CREEK II-B-2

E519-LINKBELT LS2800 TRACKHOE	11/23

4. FAIRCHILD CR. II-B-10

E519-LINKBELT LS2800 TRACKHOE	11/2-11/4

5. FLEWELLEN DITCH II-E-10

E134-LINKBELT LS98A DRAGLINE	11/2-11/4

6. HADY CREEK II-F-2-b

E225-FIATALLIS FG85MOTORGRADER	11/6, 11/13

7. HOGG BAYOU II-A-3

E134-LINKBELT LS98A DRAGLINE	11/5-11/6
E224-FIAT ALLIS FD20 DOZER	11/16-11/20, 11/23-11/24

8. RABBS BAYOU II-D

E193-LINKBELT LS128 DRAGLINE	11/2, 11/4-11/6, 11/9, 11/12-11/13, 11/18-11/20, 11/23-11/24
E225-FIATALLIS FG85MOTORGRADER	11/4-11/5
E519-LINKBELT LS2800 TRACKHOE	11/5-11/6
E526-DRESSER TD25G DOZER	11/2-11/6, 11/9-11/13, 11/19-11/20, 11/23-11/24, 11/30

9. TURKEY CREEK I-D

E519-LINKBELT LS2800 TRACKHOE	11/23

). TURKEY CREEK II-A-2

E134-LINKBELT LS98A DRAGLINE	11/9-11/10, 11/12-11/13, 11/17-11/20, 11/23-11/25
E135-NORTHWEST 9570 DRAGLINE	11/2-11/6, 11/9-11/10, 11/12-11/13, 11/18-11/20, 11/23-11/25
E137-FIAT ALLIS 16B DOZER	11/2-11/5, 11/9-11/10, 11/12-11/13, 11/17-11/19
E519-LINKBELT LS2800 TRACKHOE	11/24
E526-DRESSER TD25G DOZER	11/5-11/6

1. TURKEY CREEK II-A-2-a

E225-FIATALLIS FG85MOTORGRADER	11/2-11/4

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

34 1100

AS PER ORIGINAL

1. BIG CREEK II-B

E105-JOHNDEERE 350B SLOPEMOWER	11/2-11/6, 11/9-11/10, 11/12, 11/17-11/20, 11/30
E107-JOHNDEERE 350C SLOPEMOWER	11/2-11/6, 11/9, 11/12, 11/17-11/20, 11/23, 11/30
E109-JOHNDEERE 350C SLOPEMOWER	11/10, 11/12, 11/17-11/20, 11/23
E229-HESSTON 7066 TRACTOR	11/30
E512-HESSTON 7066 TRACTOR	11/30

2. CEDAR CREEK I-B

E231-HESSTON 7066 TRACTOR	11/6, 11/9
E514-HESSTON 7066 TRACTOR	11/6, 11/9-11/10

3. DEER CREEK II-B-5

E109-JOHNDEERE 350C SLOPEMOWER	11/2-11/5
E128-INTL. 784 SLOPEMOWER	11/2-11/5
E517-MF 283 SLOPEMOWER	11/2-11/5

4. DRY BAYOU II-B-0-1

E126-JOHNDEERE 2640 SLOPEMOWER	11/9-11/10, 11/12

5. DRY CREEK II-B-2

E106-JOHNDEERE 350C SLOPEMOWER	11/2-11/5
E111-JOHNDEERE 350C SLOPEMOWER	11/2-11/4
E121-JOHNDEERE 350C SLOPEMOWER	11/2-11/5
E230-HESSTON 7066 TRACTOR	11/2-11/3
E515-HESSTON 7066 TRACTOR	11/2
E523-HESSTON 7066 SLOPEMOWER	11/2-11/5

6. FAIRCHILD CR. II-B-10

E109-JOHNDEERE 350C SLOPEMOWER	11/30
E128-INTL. 784 SLOPEMOWER	11/23-11/24
E154-CASE 1390 TRACTOR	11/6, 11/9-11/10, 11/12-11/13, 11/18-11/20, 11/30
E229-HESSTON 7066 TRACTOR	11/6, 11/9-11/10, 11/12-11/13, 11/18-11/20
E512-HESSTON 7066 TRACTOR	11/6, 11/9-11/10, 11/12-11/13, 11/18-11/20
E517-MF 283 SLOPEMOWER	11/23-11/24, 11/30

7. FAIRCHILDS CREEK II-B-10-a

E109-JOHNDEERE 350C SLOPEMOWER	11/6, 11/9-11/10
E128-INTL. 784 SLOPEMOWER	11/6, 11/9-11/10
E154-CASE 1390 TRACTOR	11/2-11/3
E512-HESSTON 7066 TRACTOR	11/2
E517-MF 283 SLOPEMOWER	11/6, 11/9-11/10, 11/12

8. FAIRCHILDS CREEK II-B-10-a-1

E517-MF 283 SLOPEMOWER	11/12

9. FAIRCHILDS CREEK II-B-10-c

E154-CASE 1390 TRACTOR	11/3
E229-HESSTON 7066 TRACTOR	11/3
E512-HESSTON 7066 TRACTOR	11/3
E517-MF 283 SLOPEMOWER	11/13

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

34 1101

AS PER ORIGINAL

0. FAIRCHILDS CREEK II-B-10-g

E128-INTL. 784 SLOPEMOWER	11/18-11/20, 11/30
E154-CASE 1390 TRACTOR	11/3-11/4
E229-HESSTON 7066 TRACTOR	11/3-11/4
E512-HESSTON 7066 TRACTOR	11/3-11/4
E517-MF 283 SLOPEMOWER	11/13, 11/18-11/20

1. FAIRCHILDS CREEK II-B-10-i

E106-JOHNDEERE 350C SLOPEMOWER	11/2
E111-JOHNDEERE 350C SLOPEMOWER	11/3
E121-JOHNDEERE 350C SLOPEMOWER	11/2
E154-CASE 1390 TRACTOR	11/4-11/5
E229-HESSTON 7066 TRACTOR	11/4-11/5
E512-HESSTON 7066 TRACTOR	11/4-11/5

2. FULSHEAR CREEK II-F

E115-JOHNDEERE 350C SLOPEMOWER	11/9-11/10, 11/12-11/13, 11/18-11/20, 11/23-11/24, 11/30
E118-JOHNDEERE 350C SLOPEMOWER	11/9-11/10, 11/12-11/13
E513-HESSTON 7066 TRACTOR	11/9-11/10, 11/12-11/13, 11/18-11/20, 11/23-11/24, 11/30

3. OYSTER CREEK II-K

E106-JOHNDEERE 350C SLOPEMOWER	11/18-11/20
E119-JOHNDEERE 350C SLOPEMOWER	11/9-11/10, 11/12-11/13, 11/17-11/20
E121-JOHNDEERE 350C SLOPEMOWER	11/18-11/20
E122-JOHNDEERE 350C SLOPEMOWER	11/9-11/10, 11/12-11/13, 11/16-11/18, 11/20
E124-JOHNDEERE 350C SLOPEMOWER	11/9-11/10, 11/13, 11/18-11/20
E126-JOHNDEERE 2640 SLOPEMOWER	11/19-11/20
E142-MF 255 TRACTOR	11/9-11/10, 11/12-11/13, 11/16, 11/23
E230-HESSTON 7066 TRACTOR	11/9-11/10, 11/12, 11/23
E515-HESSTON 7066 TRACTOR	11/10, 11/12-11/13, 11/23
E523-HESSTON 7066 SLOPEMOWER	11/19-11/20

4. OYSTER CREEK II-K-5

E119-JOHNDEERE 350C SLOPEMOWER	11/19
E122-JOHNDEERE 350C SLOPEMOWER	11/19
E124-JOHNDEERE 350C SLOPEMOWER	11/19
E142-MF 255 TRACTOR	11/13
E230-HESSTON 7066 TRACTOR	11/13

5. OYSTER CREEK II-K-6

E106-JOHNDEERE 350C SLOPEMOWER	11/19
E121-JOHNDEERE 350C SLOPEMOWER	11/19

6. RABBS BAYOU II-D

E119-JOHNDEERE 350C SLOPEMOWER	11/2-11/6
E122-JOHNDEERE 350C SLOPEMOWER	11/2-11/6
E124-JOHNDEERE 350C SLOPEMOWER	11/2-11/6

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

34 1102

AS PER ORIGINAL

. SIMS BAYOU VIII-B-1

E119-JOHNDEERE 350C SLOPEMOWER	11/23-11/24, 11/30
E122-JOHNDEERE 350C SLOPEMOWER	11/23-11/24, 11/30
E124-JOHNDEERE 350C SLOPEMOWER	11/23-11/24, 11/30
E142-MF 255 TRACTOR	11/24, 11/30
E230-HESSTON 7066 TRACTOR	11/24, 11/30

. SIMS BAYOU (CANGELOSI DITCH) VIII

E106-JOHNDEERE 350C SLOPEMOWER	11/24, 11/30
E111-JOHNDEERE 350C SLOPEMOWER	11/24, 11/30
E121-JOHNDEERE 350C SLOPEMOWER	11/23-11/24, 11/30
E126-JOHNDEERE 2640 SLOPEMOWER	11/24, 11/30
E515-HESSTON 7066 TRACTOR	11/24, 11/30

. SNAKE CREEK I-C

E103 JOHNDEERE 350B SLOPEMOWER	11/2-11/6, 11/9-11/13, 11/17-11/20, 11/23-11/24, 11/30
E123-JOHNDEERE 350C SLOPEMOWER	11/2-11/6, 11/9-11/10, 11/12-11/13, 11/17-11/20, 11/30
E231-HESSTON 7066 TRACTOR	11/2-11/3, 11/6, 11/17-11/20, 11/23-11/25, 11/30
E514-HESSTON 7066 TRACTOR	11/10, 11/12-11/13

. STAFFORD RUN CR. II-K-1

E106-JOHNDEERE 350C SLOPEMOWER	11/5-11/6, 11/9-11/10, 11/12-11/13, 11/18, 11/23
E111-JOHNDEERE 350C SLOPEMOWER	11/5-11/6, 11/9-11/10, 11/12-11/13, 11/16-11/18, 11/23
E121-JOHNDEERE 350C SLOPEMOWER	11/5-11/6, 11/9-11/10, 11/12-11/13, 11/17-11/18, 11/23
E126-JOHNDEERE 2640 SLOPEMOWER	11/12-11/13, 11/18, 11/23
E142-MF 255 TRACTOR	11/3, 11/5-11/6, 11/9
E230-HESSTON 7066 TRACTOR	11/4-11/6
E515-HESSTON 7066 TRACTOR	11/3-11/6, 11/9
E523-HESSTON 7066 SLOPEMOWER	11/5-11/6

. TURKEY CREEK I-D

E108-JOHNDEERE 350C SLOPEMOWER	11/2-11/3, 11/6, 11/9-11/13, 11/17-11/20, 11/23-11/24, 11/30
E110-JOHNDEERE 350C SLOPEMOWER	11/2-11/3, 11/6, 11/10-11/13, 11/17-11/20, 11/23-11/24, 11/30
E130-INTL. 784 SLOPEMOWER	11/2, 11/9-11/10, 11/20, 11/23-11/24, 11/30
E514-HESSTON 7066 TRACTOR	11/18-11/20, 11/23-11/24, 11/30
E525-HESSTON 7066 SLOPEMOWER	11/12-11/13, 11/17-11/19, 11/30

. TURKEY CREEK I-D-11

E525-HESSTON 7066 SLOPEMOWER	11/18

. TURKEY CREEK I-D-6

E108-JOHNDEERE 350C SLOPEMOWER	11/4-11/5
E110-JOHNDEERE 350C SLOPEMOWER	11/4-11/5
E130-INTL. 784 SLOPEMOWER	11/3-11/5
E514-HESSTON 7066 TRACTOR	11/2-11/5

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

34 1103

AS PER ORIGINAL

4. TURKEY CREEK I-D-7

E525-HESSTON 7066 SLOPEMOWER	11/19

5. WILLOW FORK OF BUFFALO BAYOU V-A

E113-JOHNDEERE 350C SLOPEMOWER	11/9-11/10, 11/19, 11/23-11/24
E115-JOHNDEERE 350C SLOPEMOWER	11/2-11/5
E117-JOHNDEERE 350C SLOPEMOWER	11/9-11/10, 11/12-11/13, 11/23-11/24, 11/30
E118-JOHNDEERE 350C SLOPEMOWER	11/2-11/4
E146-INTL. 784 TRACTOR	11/2, 11/19-11/20, 11/23-11/24, 11/30
E243-FORD 6610 SLOPEMOWER	11/12-11/13, 11/19-11/20, 11/23-11/24, 11/30
E513-HESSTON 7066 TRACTOR	11/2-11/3
E524-HESSTON 7066 SLOPEMOWER	11/2, 11/6, 11/13, 11/19, 11/23-11/24, 11/30

6. WILLOW FORKS OF BUFFALO BAYOU V-A-3

E115-JOHNDEERE 350C SLOPEMOWER	11/5-11/6, 11/9
E118-JOHNDEERE 350C SLOPEMOWER	11/5-11/6, 11/9
E513-HESSTON 7066 TRACTOR	11/5-11/6, 11/9

7. WILLOW FORKS OF BUFFALO BAYOU V-A-6

E113-JOHNDEERE 350C SLOPEMOWER	11/2-11/6
E117-JOHNDEERE 350C SLOPEMOWER	11/2-11/6
E146-INTL. 784 TRACTOR	11/2-11/4
E243-FORD 6610 SLOPEMOWER	11/6, 11/12-11/13
E524-HESSTON 7066 SLOPEMOWER	11/2-11/5, 11/13

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

34 1104

AS PER ORIGINAL

1. BIG CREEK II-B
   E158-CASE 1390 TRACTOR 11/23-11/24

2. BUFFALO CREEK I-B-3-k
   E125-JOHNDEERE 2640 SLOPEMOWER 11/4-11/5

3. KEEGANS BAYOU VII-C
   HANDSPRAYING 11/17

4. KEEGANS BAYOU VII-C-1
   HANDSPRAYING 11/13

5. SNAKE CREEK I-C
   HANDSPRAYING 11/13

6. TURKEY CREEK I-D
   HANDSPRAYING 11/6

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 12, 19 88.

STARTING WITH
FILM CODE NO. 88vol.34pg.00957

ENDING WITH
FILM CODE NO. 88vol.34pg.01104

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF JANUARY, 19 88.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 1107.

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, DECEMBER 21, 1987
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of December 14, 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 proposals for 1987 audit.

6. Consider reappointment of fire commissioners Flo Berkman, Betty Pawelek & J. W. Clift to the Rural Fire Prevention District #1.

7. Consider disposition of remaining 1987 funds in the Rural Fire Call & Equipment Budget.

8. Consider approval of contract with Houston Fire Dept. for fire protection in Prct. 2.

9. Consider possibility of instituting "911" service for Fort Bend County in areas not currently covered.

10. Consider approval of interlocal agreements with City of Katy, City of Meadows & Fort Bend I.S.D. in Precinct 3.

11. Consider acceptance of drainage easement along a Big Creek Lateral in Precinct 1.

12. Accept reimbursement check from City of Houston for Dec. 1 Run-off Election & rebudget into Election Fund.

13. Advertise for proposals for insurance.

14. 10:00 a.m. - Hold public hearing to change name of Magnolia Drive to ~~K.~~ KAY ~~C. Road~~ in Precinct 1 and consider taking action.
Cee DR

15. Consider right-of-way and land acquisition procedures for Fort Bend County & Fort Bend County Drainage District.

16. Set public hearing to consider Mason Rd. between Hwy. 1093 & Harris County Line as a County road for traffic control purposes only, and to establish traffic control & speed limits on same.

17. Consider approval of replat for Kingslanding, Reserves B & B-1, Pct. 3.

18. Consider approval of Prct. 3 Constable reserve deputies Roy E. Williford & Jeffrey Scott Paullis & approve bond & oath for same.

19. Consider application from Fort Bend Telephone to lay cable under Providence Rd. in Prct. 1.

20. Consider release of bond to D&J Water Supply Co.

21. Take action on bid #87-105 for one or more new truck mounted herbicide applicator with computerized chemical injection system, and on proposal for property & valuable papers insurance.

22. Consider disposition of matter involving loss of funds in Pct. 4 J. P. office.

23. Meet in Closed Session to discuss land matters (drainage) & personnel (engineer's position) as authorized by Art. 6252-17, Sec. 2(f,g), V.T.C.S. & consider taking action.

24. 1:30 p.m. - Open and consider bids for the following: (1) Road materials, petrochemical derivative (#87-109); (2) Provide lawn maintenance to Fort Bend County (#87-110).

25. Approve bills.

26. Adjournment.

FILED FOR RECORD
TIME 2:45 A.M. P.M.
DEC 17 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, December 17, 1987 at 2:55 p.m. by N. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 21ST day of December, 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 14, 1987:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 14, 1987.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve changes in Depository Pledge contracts with TEXAS CAPITAL WESTWOOD. (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 budget for the following departments: (Recorded in minutes in full)

INDIGENT CARE
SHERIFF
EXTENSION SERVICE
EMS
DRAINAGE DISTRICT
VEHICLE MAINTENANCE
FM/LR #2
DISTRICT ATTORNEY
ROAD & BRIDGE #3

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 LIBRARY. (Recorded in minutes in full)

5. CONSIDER PROPOSALS FOR 1987 AUDIT:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pressley voting no, Commissioner Denham voting no, Judge Stavinoha voting yes, it is ordered to award contract to Deloitte Haskins & Sells for the 1987 audit of county & drainage funds at a fee not to exceed $46,000.00. (Recorded in minutes in full)

AS PER ORIGINAL

PLEDGE/RELEASE SECURITIES

C/C DATE 12/21/87 3

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
12/17	release	Tx Cap Westwood	8.70 FNSM 91 M	313586XT1	1,000,000
12/17	pledge	" "	8.60 FHLB 92 I	313388RR3	1,000,000

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:

Indigent Care 0029 DEPT. LINE ITEM		ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
10-4010	Fees/Services	7,820.00	7,144.19	675.81 Decrease
10-5041	Groc. Med.	48,000.00	48,689.81	689.81 increase
10-7019	Repairs/Maint.	750.00	736.00	14.00 Decrease

DATE: 12-18-87

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 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)
Sheriff 0027	Fees/Services 4010	31,320.00	31,202.92	(117.08)
	Utilities 2000	185,000.00	185,117.08	117.08

DATE: 12/18/87

DEPARTMENT HEAD: Gus George
GUS GEORGE

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 1987

On this the 21 day of December, 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)
Extension Service 1050 0032 2070 Repairs Bldg	4000.00	3000.00	(1000.00)
1050 0032 2000 Utilities	14000.00	9000.00	(5000.00)
1050 0032 0700 Trans & Travel	22500.00	15150.00	(7350.00)
1050 0032 1010 Prop & Equipt	1134.00	14484.00	13350.00

DATE: 12-17-87

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 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:

0034 EMS

DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Linens 1066	2500.00	1300.00	(1200.00)
Rep.Mtr.Equip 7019	15000.00	16200.00	1200.00

DATE: 12-16-1987

DEPARTMENT HEAD: Dave V Fowler

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

34 1115

RECEIVED
DEC 14 1987
COUNTY JUDGE

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 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:

J.P. Pct 2 Place 1

DEPT.	FROM	TO	INCREASE (DECREASE)
1050-0052-2000 Utilities	3,600.00	2,750.00	(850.00)
1050-0052-1010 P+E	1,000.00	1,250.00	250.00
1050-0052-1062 Office Supplies	3,000.00	3,600.00	600.00
1050-0052-0701 Conferences	750.00	675.00	(75.00)
1050-0052-4010 F+S	1,800.00	1,875.00	75.00

DATE: December 11, 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

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:

Drainage Dist. DEPT. LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
3450 0051 1010 P&E	400,000.00	500,000.00	100,000.00
3450 0051 4040 Contg	200,000.00	100,000.00	(100,000.00)

DATE: _____

DEPARTMENT HEAD: X Daniel E. Gerken
Daniel E. Gerken

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 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)
Vehicle Maint.			
2000 Utilities	5900	5600	(300)
3020 Rentals	3500	3800	300

DATE: 12-8-87

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 1987

On this the 21st day of December, 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:

FM/LR Pct 2

DEPT.		FROM	TO	INCREASE (DECREASE)
120600621010	Property & Equipment	175,000.00	174,313.39	(686.61)
120600625031	Road Material	879,258.00	879,944.61	686.61

DATE: December 18, 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

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 21st day of December, 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 Port 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 budgot 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)
District Attorney			
1050 0012 1010 R&E	12,000.00	11,180.00	(820.00)
1050 0012 1062 Office Supplies	28,500.00	29,200.00	700.00
1050 0012 7019 Repairs & Maint./Mtr.	1,000.00	1,120.00	120.00

DATE: 12-17-87

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

4

34 1120

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:

Shiela Milch

Edna Platte

Jeanne Witt

Nancy Clarke

Period: Date of Departure January 11, 1988

Date of Return January 12, 1988

Purpose of Trip: To attend American Library Association Midwinter Conference.

Places to be Visited: San Antonio Convention Center, San Antonio, Texas

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

Ram. S. Bohnhoff
Name

12-18-87
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

12-21-87
Date

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

5

Deloitte Haskins+Sells

AS PER ORIGINAL

34 1121

1200 Travis
Houston, Texas 77002
(713) 651-1700
Telex 762840

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

November 30, 1987

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 1987 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 L. Williams

James L. Williams
Partner

c/c - Joyce Tompkins, County Auditor (w/enclosure)

RECEIVED
DEC 1 1987
COUNTY JUDGE

34 1122

Deloitte Haskins+Sells

1200 Travis
Houston, Texas 77002
(713) 651-1700
Telex 762840

November 30, 1987

Honorable Jodie E. Stavinoha,
County Judge, and Members of
the Commissioners Court of
Fort Bend County, Texas
Fort Bend County Courthouse
Richmond, Texas 77469

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, 1987. 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 1986.

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. As a result of such procedures, we will render:

- our opinion on the financial statements of the County for year ended December 31, 1987 as included in the County's Comprehensive Annual Financial Report prepared by the County Auditor.

- our separate report on the financial statements of the Fort Bend County Drainage District for the year ended December 31, 1987 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.

- our Single Audit 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
  Lamar Consolidated Independent School District
  Alvin Independent School District
  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
  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 1987 audit:

James Williams will serve as the engagement partner. He has been your engagement partner or manager since 1972. He has also served as the engagement partner on many of the governmental clients listed above.

Rick Daigneault will serve as the engagement manager. He has been your in-charge accountant for the last four years. He has also served as the in-charge on several of the governmental clients listed above.

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, 1987, as discussed on pages 1 and 2.

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.

Any additional services requested by you would be charged at reasonable rates agreed upon with you before the services are rendered.

We appreciate this opportunity to present our qualifications, and we shall be pleased to furnish any additional information you desire. We sincerely hope our Firm will receive your favorable consideration.

Sincerely,

James L. Williams

James L. Williams
Partner

Moved by Commissioner Denham, Seconded by Commissioner Pressley, with Commissioner Lutts voting no, Commissioner Pustka voting no, Judge Stavinoha voting no and motion fails, to substitute previous motion and postpone awarding contract until January 4, 1988 for further negotiation.

Presentation of audit services by:

Sal Soloman representing Mann Frankfort Stein & Lipp
Jim Williams representing Deloitte Haskins & Sells

6. CONSIDER REAPPOINTMENT OF FIRE COMMISSIONERS FLO BERKMAN, BETTY PAWELEK & J.W. CLIFT TO THE RURAL FIRE PREVENTION DISTRICT #1:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reappoint Flo Berkman, Betty Pawelek & J.W. Clift to the Rural Fire Prevention District #1. Effective January 1, 1988 for a two (2) year term. (Recorded in minutes in full)

7. CONSIDER DISPOSITION OF REMAINING 1987 FUNDS IN THE RURAL FIRE CALL & EQUIPMENT BUDGET:

Moved by Commissioner Pustka to allocate remaining 1987 rural fire funds to the following 14 fire departments with each receiving $2,424.72, totaling $33,946.09. Motion withdrawn.

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to substitute motion and allocate $33,946.09 to 13 rural fire funds with each receiving $2424.72, and withhold Blue Ridge Fire Dept. portion and place in 1988 rural fire fund. (Recorded in minutes in full)

8. CONSIDER APPROVAL OF CONTRACT WITH HOUSTON FIRE DEPT. FOR FIRE PROTECTION IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept contract with Houston Fire Department for fire protection in Precinct 2 subject to City of Houston accepting changing the fee from $250.00 to $225.00. (Recorded in minutes in full)

9. CONSIDER POSSIBILITY OF INSTITUTING "911" SERVICE FOR FORT BEND COUNTY IN AREAS NOT CURRENTLY COVERED:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize a resolution to work with HGAC for a "911" system for Fort Bend County.

Lt. Lee representing Fort Bend Sheriff Department discussed ways to establish a "911" system for Fort Bend County.

10. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH CITY OF KATY, CITY OF MEADOWS & FORT BEND I.S.D. IN PRECINCT 3:

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 Meadows & Fort Bend I.S.D. in Precinct 3 for the following:

City of Katy - Maintenance, repair of streets, roads and drainage
Fort Bend ISD - Maintenance, repair of streets, road and drainage
FB Drainage & City of Katy - Maintenance, repair of streets, roads and drainage
City of Meadows - Maintenance, repair of streets, roads and drainage; health regulation; animal control and housing of prisoners in jail

AS PER ORIGINAL

RECEIVED NOV 1 8 1987

6

34 1126

FORT BEND RURAL FIRE PREVENTION DISTRICT 1
P. O. BOX 494
FULSHEAR, TEXAS 77441

November 11, 1987

write letter confirming

Commissioner Bob Lutts
Precinct 4
Fulshear, Texas

Dear Commissioner Lutts:

The Board of Commissioners of Fort Bend Rural Fire Prevention No.1 requests that you approve the re-appointment of J.W. Clift, Betty Pawelek, and Flo Berkman for another two year term, beginning January, 1988.

Each of the above commissioners has agreed to serve another term and feels that a good start has been made in insuring the successful and prudent operation of the Fire District.

Your consideration will be appreciated.

Yours truly,

Flo Berkman

Flo Berkman, Secretary

FORT BEND COUNTY

FIRE FIGHTER'S ASSOCIATION

P.O. Box 205, Richmond, TX 77469 342-7359

34 1127

AS PER ORIGINAL

7

December 3, 1987

County Judge Jodie Stavinoha
Fort Bend County Commissioner's Court
500 Jackson
Richmond, Texas 77469

Subject: Rural Fire Calls and Equipment Budget
Disposition of Remaining Funds For The Year of 1987

Dear Judge Stavinoha:

This letter is in reference to item #8. A recommendation was made by the Fort Bend County Fire Fighter's Association, that was accepted by Fort Bend County Commissioner's Court on March 16, 1981.

Item #8 states, "Any remaining money in this account shall be divided equally among the Fort Bend County Fire Departments, or can be divided among the Fire Departments on a percentage basis depending on the number of County paid fire calls made that year."

At the August, 1982, meeting of the Fort Bend County Fire Fighter's Association, a motion was passed that stated, "Departments attending less than 80% of the annual meetings shall not be eligible for participation in the distribution of any remaining County Fire Funds at the years end."

There are fourteen eligible departments for the fire fund distribution this year. The eligible departments are as follows:

Beasley	Missouri City	Richmond
Blueridge	Needville	Rosenberg
Community	N.E.F.B.C.V.F.D.	Stafford
Fairchild	Orchard	Thompsons
Fresno	Pecan Grove	

The balance in this budget, as of this date, is $55,721.09. After the October, 1987, fire calls are paid, in the amount of $19,837.50, there will be a remaining balance of $35,883.59. To divide this total between the fourteen eligible departments, each department would receive $2,563.11.

Thank you for your support!

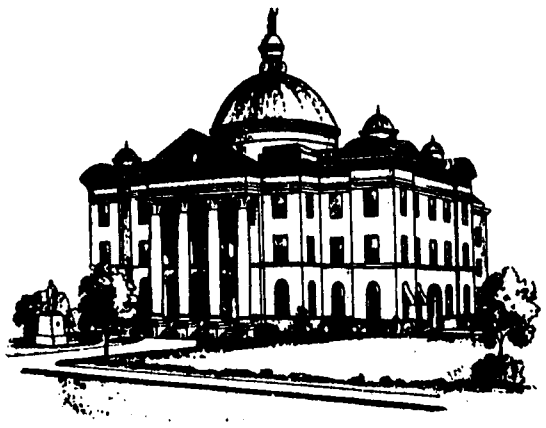
Sincerely,

Gary A. Tilton
President

cc: Commissioner Pustka
Commissioner Denham
Commissioner Pressley
Commissioner Lutts

34 1128

Office of
Dianne Wilson
County Clerk



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

Richmond, Texas

County of Fort Bend

December 22, 1987

The City of Houston
Robert L. Clayton
Chief, Houston Fire Department
1205 Dart Street
Houston, Texas 77007

Dear Mr. Clayton,

Please forward one signed copy of Contract for Fire Fighting Service to the above address.

Thank You.

Sincerely,

Elida Kosler

Elida Kosler
Fort Bend County
Clerk's Office

Encl.

CONTRACT FOR FIRE FIGHTING SERVICE

THE STATE OF TEXAS }}

}} KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS }}

This contract for Professional Fire Fighting Services is made and entered into by and between the City of Houston, Texas (hereinafter referred to as the "City"), a municipal corporation and home-rule City of the State of Texas, principally situated in Harris County, Texas, acting by and through the Mayor, duly authorized to so act by an Ordinance enacted by the City Council which is the governing body, and Fort Bend County (hereinafter referred to as the "County"), a political subdivision operating under the laws of the State of Texas, acting by and through its County Judge, duly authorized to so act by an Order of the Fort Bend County Commissioners Court.

The addresses of the parties, which may be changed by giving notice to the other party, is as follows:

The City	The County
The City of Houston	Fort Bend County Commissioner
Robert L.Clayton	Precint No. 2
Chief, Houston Fire Department	Ben G. Denham
1205 Dart Street	P. O. Box 249
Houston, Texas 77007	Fresno, Texas 77545

W I T N E S S E T H

WHEREAS, the County desires to provide fire fighting and fire protection services to certain unincorporated areas of Fort Bend County; herinafter referred to as the Fire Protection Area; and

WHEREAS, the County can no longer provide adequate fire protection services in that certain Fire Protection Area, sufficient to preserve County property and to preserve and protect the public health and safety; and

WHEREAS, the City is willing to furnish fire fighting and fire protection services to that certain Fire Protection Area for the considerations hereinafter provided;

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

ARTICLE I

DEFINITIONS

As used in this agreement, the following terms shall have the meaning as set forth below:

"Emergency Dispatch" means any response to an incident in the Fire Protection Area by any element of the Houston Fire Department, including but not limited to: fire apparatus, Emergency Medical Service or the Hazardous Material Response Team; whether initiated by the County dispatch system, the City dispatch system or through any other means.

"Fire Protection Area" is that certain area of Fort Bend County encompassing the subdivisions of Benchmark, Quail Village, and Briar Villa South. Also included are the businesses and commercial establishments on McHard Road (FM 2234) from Mackey Road to the Harris County/Fort Bend County boundary line, and the following ten streets adjacent to McHard Road (FM 2234): Horse Lane, Roven, Mackey Road, Cagney Lane, Valentino Drive, Plaisance, McIntyre, Bluebonnet, South Drive and West Drive. See Exhibit "A" for map coordinates.

ARTICLE II

SCOPE OF WORK

2.1 During the term of this agreement, the City agrees to furnish fire fighting and fire protection services in that certain area of Fort Bend County defined as the Fire Protection Area.

It is hereby agreed and understood that the fire fighting and fire protection services to be furnished by the City under this agreement shall include, but shall not be limited to the following: Answering all call for help and assistance in extinguishing fires in the Fire Protection Area; furnishing fire fighting personnel, supplies and equipment to fight all fires within the said area; and answering all calls and furnishing fire fighting personnel, supplies and equipment to protect persons and property within the said area which are endangered by fires in adjacent areas; provided that the above described personnel, supplies and equipment are not otherwise engaged in fire fighting within the City.

2.2 It is specifically understood and agreed that the fire fighting and fire protection services to be furnished by the City under this agreement shall not include collateral services, including but not limited to: fire prevention inspections; public education; arson investigations or disaster relief, except to the extent these services are deemed necessary and appropriate by the City and with the approval of the County.

2.3 It is further understood and agreed that in the performance of all obligations undertaken by this agreement, the City has the right to supervise, manage, control and direct the performance of the fire fighting and fire protection services rendered by the City in the Fire Protection Area. The County shall have no right at any time to direct or supervise

the City or its agents or employees in the performance of such services or as to the manner, means or method in which the services are performed.

2.4 The City agrees to perform all service provided in accordance with this agreement in a thorough and competent manner, consistent with the standards now prevailing for such type of work, as promulgated by the Texas Commission on Fire Protection Personnel Standards and Education, and as adopted by the National Fire Protection Association.

2.5 The City shall observe and comply with all Federal, State, County and City Ordinances, and all Houston Fire Department rules and regulations in any manner affecting the conduct of the services herein provided and of all obligations undertaken by this agreement.

ARTICLE III

TERM AND TERMINATION

3.1 TERM

The term of this contract shall be three (3) years, commencing on or about January 1, 1988, or date of counter-signature, whichever is later, and expiring on or about December 31, 1990. The City shall not begin any work in connection with the services described herein, until receipt of a fully executed contract approved by the designated City and County officials.

3.2 TERMINATION

Either the City or the County may terminate this contract at any time, for cause or convenience, by giving notice in writing to the other party, at least thirty (30) days prior to the effective date of such termination. Upon receipt of such notice, the other party shall discontinue all services authorized by this contract. As soon as

praticable after receipt of the notice of termination, the County shall submit a statement to the City showing in detail the services performed under this contract up to and including the date of termination. The County shall pay the City for the services actually rendered pursuant to the rate set forth below.

ARTICLE IV

FEES AND REIMBURSEMENT

4.1 As consideration for performance of the services described herein, the County shall pay the City or their assigns the fee of two hundred twenty-five ($225.00) ~~fifty~~ dollars ($~~250.00~~) per emergency dispatch to the Fire Protection Area. Payment for services provided hereunder shall be made on a monthly basis, and transmitted to: The Houston Fire Department Accounting Division, 1205 Dart Street, Houston, Texas, 77007, within ten (10) days after the last day of the month. Accompanying the payment shall be an itemized list of all emergency dispatches to the Fire Protection Area, showing the date, time and address of the dispatch, an incident number and shall reference this contract number and account 3320-9317.

4.2 It is hereby agreed and understood that the above noted fee is the full and complete compensation for all services rendered hereunder. The County shall not be liable for any other fees, charges or costs incurred by the City in the performance of this contract.

4.3 Both parties shall have the right, during regular business hours or at any other mutually agreeable time, to examine and review all books, records, reports and documents of the other party which are directly related to the services rendered hereunder, or for the purpose of

computation, tabulation or review of the billing documents. Both parties shall maintain all books, records, etc. for a period of three years after the termination or expiration of this contract.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 ASSIGNMENT

This contract shall not be assignable by either party without the prior written consent of the other party. Written consent on behalf of the City shall require consent in the form of a Council Motion, Resolution or Ordinance.

5.2 SUBCONTRACTS

The City shall not subcontract any part of its performance under this Contract without the written approval of the County. If such approval is given, any subcontractor, and all employees of the subcontractor, shall be treated as employees of the City for any and all purposes.

5.3 PARTIES AND INTEREST

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit only the City and the County.

5.4 NONWAIVER

Failure of either party to insist on strict performance of any of the terms of this Contract shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with regard to any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future default or failure of performance.

5.5 APPLICABLE LAW

This Contract is subject to all the laws of the United States of America, the State of Texas, the City Charter and Ordinances of the City of Houston and all rules and regulations of any regulatory officer or body having jurisdiction thereof. All obligations due hereunder shall be performed in Harris County, Texas.

5.6 SEVERABILITY

If any provision of this Contract and agreement is declared or found to be illegal, unenforceable at law, or void, neither party hereto shall be relieved of any obligations arising out of the remaining valid provisions of this Contract.

5.7 NOTICES

All notices required or permitted hereunder shall be in writing, and shall be deemed delivered three (3) days after depositing in the United States Postal Service Post Office receptacle, with proper postage affixed, (certified mail, return receipt requested) and addressed to the respective other party at the address set out in the preamble.

5.8 INDEPENDENT CONTRACTOR

The relationship of the City to the County shall be that of an independent contractor for any and all purposes throughout the duration of this Contract.

5.9 EMPLOYEE STATUS

It is understood that all persons provided by the City under this Contract shall be employees of the City for any and all purposes throughout the duration of this Contract.

5.10 INDEMNIFICATION

To the extent permitted by law, the County agrees to indemnify and hold the City, its employees, agents, subcontractors, successors or assigns, harmless from any and all claims, costs, liabilities, damages or expenses, including the cost of suit and reasonable attorney's fees claimed or recovered by anyone, for any injury to or death of any person or persons, or for damage to, destruction of or loss of use of any property, including City and County property, whether caused by negligence, intentional acts or omissions of the City or its employees, agents, subcontractors, successors or assigns.

5.11 AMBIGUITIES

In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

5.12 CAPTIONS

The captions inserted at the beginning of the Articles and Sections of this Contract are guides and labels to assist in reading such Articles and Sections and therefore, will be given no effect in construing this Contract and shall not be restrictive of or used to interpret the subject matter of any Article, Section or part of this Contract.

5.13 AMENDMENTS

This Contract may be amended only with the mutual consent of the parties hereto. Such amendments shall be in writing, signed by the representative of each party and transmitted in accordance with the Notice provision.

5.14 MERGER

This Contract contains all the agreements of the parties relating to the subject matter of this Contract and is the full and final expression of the agreement between the parties.

IN WITNESS HEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, on this the _____ day of _____, 198__ the date of execution by the Mayor of the City of Houston, effective immediately.

FORT BEND COUNTY

Judge E. Stavinoha
County Judge

_____
County Commissioner, Precinct #2

ATTEST:

Jeanne Wilson
County ~~Secretary~~ Clerk

Countersigned:

I hereby certify that funds are available in the amount of $225 expended to pay the obligation of Fort Bend County under and within the foregoing contract.

Jayne Tompkins
County Auditor

Approved as to form:

County Fire Marshal

County Attorney
Asst. District Attorney

CITY OF HOUSTON

_____
Mayor

ATTEST:

_____
City Secretary

Countersigned:

_____
City Controller

Approved as to form:

Robert T. Clifton
Fire Chief

_____
City Attorney

AS PER ORIGINAL

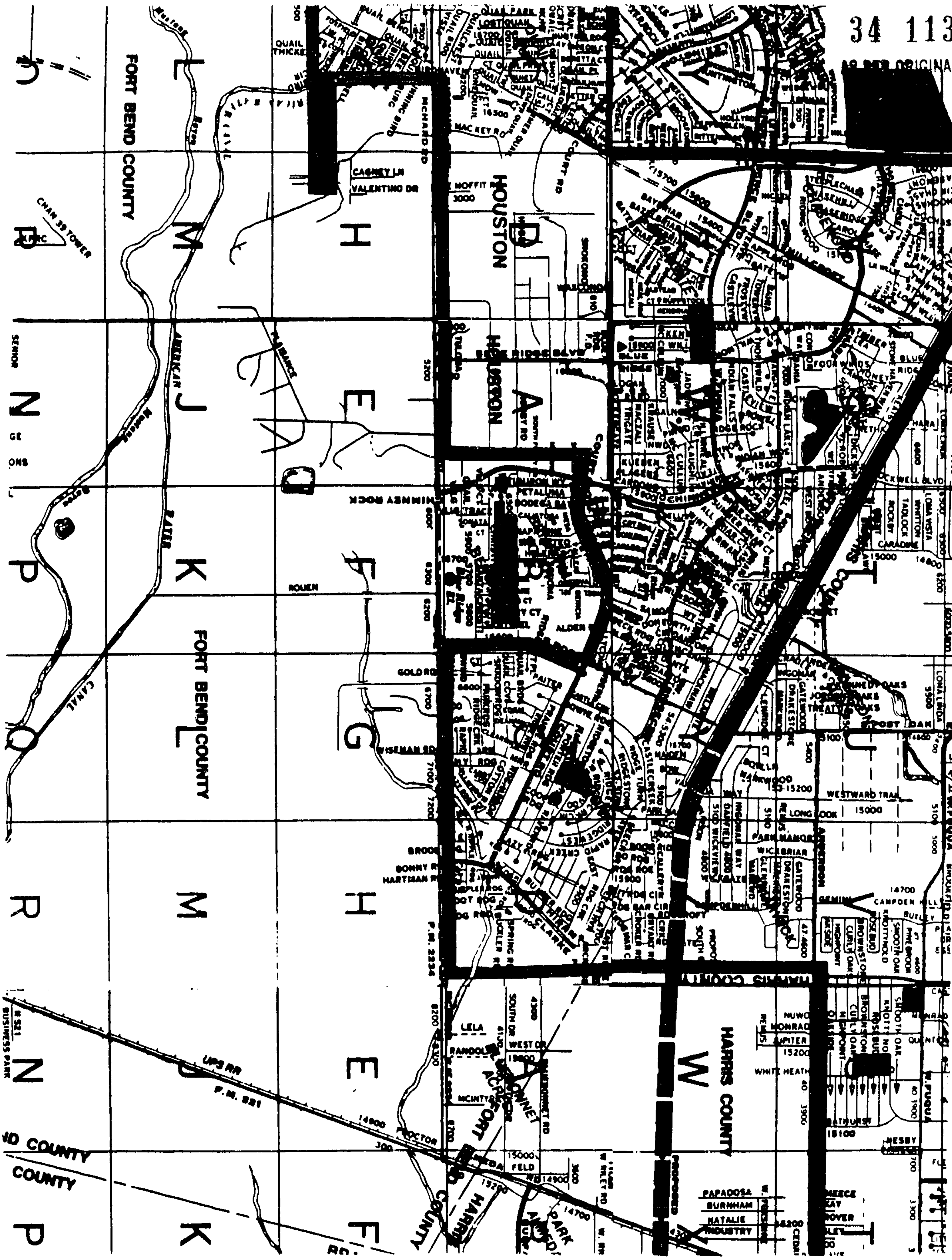


EXHIBIT "A"

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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 County and City entered into that certain interlocal agreement for the calendar year 1987 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 1987; 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 1988, 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;

_____ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1987 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, 1988, 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 10 day of December, 1987.

THE CITY OF KATY

By: Johnny Nelson
MAYOR

ATTEST:
Virginia Waddell
CITY SECRETARY

APPROVED:
CITY ATTORNEY

SIGNED this 21 day of December, 1987.

COUNTY OF FORT BEND

By: Judge E. 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
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 "School".

WHEREAS County and School entered into that certain interlocal agreement for the calendar year 1987 for various county services; and,

WHEREAS, the School and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1987; and,

WHEREAS, the governing body of the School 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 School for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1988, 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;

____ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1987 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, 1988, 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 14th day of December, 1987.

FORT BEND INDEPENDENT SCHOOL DISTRICT

By: Linda F. Worthy
CHAIRMAN OF TRUSTEES

ATTEST:

D. L. Collins
SECRETARY

SIGNED this 21 day of December, 1987.

COUNTY OF FORT BEND

By: Judith E. Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

WHEREAS, Drainage District and City entered into that certain interlocal agreement for the calendar year 1987 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 1987; 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 1987 is hereby renewed, extended and continued in force and effect for the calendar year 1988, to-wit:

XXX 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 1987 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, 1988, 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 10 day of December, 1987.

CITY OF KATY

By: Johnny Nelson
MAYOR

ATTEST:

Virginia Waddell
CITY SECRETARY

APPROVED:

CITY ATTORNEY

SIGNED this 21 day of December, 1987.

COUNTY OF FORT BEND

By: Joe E. Stavinoha
COUNTY JUDGE

ATTEST:

Diane Wilson
COUNTY CLERK

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 1987 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 1987; 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 1988, to-wit:

X a. Maintenance, repair and construction of streets, roads, and drainage;

X b. The enforcement of health regulations;

X 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 1987 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, 1988, 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 15th day of DECEMBER, 1987.

THE CITY OF MEADOWS

By: Joe Troyan
MAYOR

ATTEST:

Elaine Herff
CITY SECRETARY

SIGNED this 21 day of december, 1987.

COUNTY OF FORT BEND

By: Judie E. Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

11. CONSIDER ACCEPTANCE OF DRAINAGE EASEMENT ALONG A BIG CREEK LATERAL IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept drainage easement from James E. Stephenson for right-of-way easement along a Big Creek Lateral in Precinct 1. (Recorded in minutes in full)

12. ACCEPT REIMBURSEMENT CHECK FROM CITY OF HOUSTON FOR DEC. 1 RUN-OFF ELECTION & REBUDGET INTO ELECTION FUND:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept $5,500 from City of Houston and rebudget into Election Fund 74. (Recorded in minutes in full)

13. ADVERTISE FOR PROPOSALS FOR INSURANCE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for proposals for insurance as requested by Kathy Hynson, County Treasurer.

14. 10:00 A.M.-HOLD PUBLIC HEARING TO CHANGE NAME OF MAGNOLIA DRIVE TO KAY CEE DR. IN PRECINCT 1 AND CONSIDER TAKING ACTION:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is authorized to change name from Magnolia Dr. to Kay Cee Dr. located in City of Rosenberg. (Recorded in minutes in full)

Petition submitted in support of name change.

No public opposition.

15. CONSIDER RIGHT-OF-WAY AND LAND ACQUISITION PROCEDURES FOR FORT BEND COUNTY & FORT BEND COUNTY DRAINAGE DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone for further study.

16. SET PUBLIC HEARING TO CONSIDER MASON RD. BETWEEN HWY. 1093 & HARRIS COUNTY LINE AS A COUNTY ROAD FOR TRAFFIC CONTROL PURPOSES ONLY, AND TO ESTABLISH TRAFFIC CONTROL & SPEED LIMITS ON SAME:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing for January 18, 1988 at 11:00 a.m. to consider Mason Rd. between Hwy. 1093 and Harris County line as a county road for traffic control purposes only and to establish traffic control & speed limits on same.

17. CONSIDER APPROVAL OF REPLAT FOR KINGSLANDING, RESERVES B & B-1, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve replat for Kingslanding, Reserve B & B-1, Precinct 3. Plat, Tax Statement were presented to Commissioners Court. (Recorded in minutes in full)

Larry Heard representing Transwestern Corp. discussed the replat.

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34 1148

AS PER ORIGINAL

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:

James E. Stephenson

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 ..... feet, being ..... feet, extending at right angles, on each side of the following line and course across said land, to wit:~~

The District shall have an easement 60' in width parallel and adjacent to the East side of the line described to-wit:

Beginning at the Southwest corner of Grantor's tract (being a point in the Westerly boundary of a 60' road) located in the David H. Milburn Survey, Abstract 59, of Fort Bend County, Texas;

Thence Northerly along Grantor's Westerly property line and the Westerly boundary of said 60' road to intersect the centerline of Big Creek, being the termination point of this easement.

During drainage channel construction and drainage 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.

Return to Eled

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AS PER ORIGINAL

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34 1149

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 10th day of December, A. D. 1987.

James E. Stephens

AS PER ORIGINAL 2002 0709

34 1150

THE STATE OF TEXAS
COUNTY OF Fort Bend

BEFORE ME A. J. Noto, Notary Public, in and for Fort Bend County, Texas, on this day personally appeared James E. Stephenson

known to me to be the person whose name 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 10th day of December, A. D. 19 87

(L. S.)

A. J. Noto
My Commission Expires 6-8-91

THE STATE OF TEXAS
COUNTY OF

BEFORE ME , in and for County, Texas, on this day personally appeared , wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of ,

A. D. 19

(L. S.)

THE STATE OF TEXAS
COUNTY OF

BEFORE ME , in and for County, Texas, on this day personally appeared and , his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said wife of the said having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This day of ,

A. D. 19

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,
County of

I, , Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the day of , A. D. 19 with its authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M., and duly recorded this the day of , A. D. 19 at o'clock M., in the Deed Records of said County, in Volume on Page .

Witness my hand and the seal of the County Court of said County, at office in , Texas, the day and year last above written.

Clerk of Court, County, Texas.

By , Deputy

2002 0710
34 1150 A

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 24 1987

Elaine Tilson
County Clerk, Fort Bend Co., Tex.

FILED
'87 DEC 22 A10:47

Hanne. Hilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

RIGHT-OF-WAY EASEMENT

BY

_____

TO

FORT BEND COUNTY DRAINAGE DISTRICT

Filed for Record

This _____ day of _____

A. D. 19____, at _____ o'clock ____M.

Recorded

This _____ day of _____

A. D. 19____, in _____

County, Texas, Records of Deeds.

Book _____ Page _____

_____, Clerk

_____, Deputy

Return to:

#12

34 1151

AS PER ORIGINAL

ORIGINAL DEPOSIT • WARRANT TREASURER'S OFFICE • FORT BEND COUNTY, TEXAS

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Dianne Wilson, County Clerk

THE SUM STATED BELOW AND CREDIT TO ACCOUNT OF THE RESPECTIVE FUNDS NAMED HEREON.

AMOUNT RECEIVED 5,500.00 CASH _____ CHECK # 357397

DESCRIPTION:

Reimbursement for Election Exp.

rebudget elections

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	5,500.00	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 Dec. 17, 1987

I have received from the above named person the sum of

five thousand five hundred & NO/100 ---------- Dollars ($ 5,500.00)

which I have this day accepted for deposit to the above mentioned fund.

014000

Kathy Hynson
COUNTY TREASURER

Treasurer's Receipt

By Mary H. Whitlow
DEPUTY TREASURER

#12

AS PER ORIGINAL

34 1152

CITY OF HOUSTON, TEXAS
VOID ONE YEAR FROM DATE OF ISSUE

35-6
1130

VC03653
VOUCHER NO.

WARRANT NO. 357397

ISSUE DATE	AMOUNT
DEC 14 87	$*******5,500.00

********** FIVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS

LANCE LALOR
CONTROLLER

PAY TO THE ORDER OF
DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY
P. O. BOX 520
RICHMOND, TEXAS 77469

MAYOR

CITY CONTROLLER

BY

VOID UNLESS SIGNED

MBank Houston N.A. HOUSTON TX

357397

⑈357397⑈ ⑆113000065⑆ 0000055108⑈

12

34 1153

ORIGINAL DEPOSIT • WARRANT TREASURER'S OFFICE • FORT BEND COUNTY, TEXAS

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Dianne Wislon, County Clerk

THE SUM STATED BELOW AND CREDIT TO ACCOUNT OF THE RESPECTIVE FUNDS NAMED HEREON.

AMOUNT RECEIVED 105,923.07 CASH _____ CHECK # 02836

DESCRIPTION:

Fees of Office NOv/'87

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	1,146.00	
ENTEX CONTRIBUTION FUND	07		DEPT. OF PUBLIC SAFETY FEE FD	72 240.00	
ROAD AND BRIDGE	08	26,251.50	VOTER REGISTRATION FUND	74	
ROAD AND BRIDGE PCT. #1	0801		FBC TAX COLLECTORS FUND	78	
ROAD AND BRIDGE PCT. #2	0802		LEOSE	82	116.00
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	74,273.07	INSURANCE ESCROW	98	
FARM TO MARKET AND LATERAL RD.	12		FBC DISTRICT ADULT PROBATION	99	
LATERAL ROAD	14		JCPTF	66	116.00
BAIL BOND SECURITIES FUND	15		Viedo	47	597.00
COUNTY LAW LIBRARY	16	879.00	PT	49	111.00
FICA RECOVERY FUND	17		Le Mif	6750	21.50
LAW ENFORCEMENT ACADEMY FUND	18		AJSF	54	475.00
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	1,697.00			
CTHSE IMPROV CERT OF OBLG	56				

RICHMOND, TEXAS Dec. 18, 1987

I have received from the above named person the sum of

one hundred & five thousand & nine hundred twanty three & 07/100 Dollars ($!)%,(@#.)&)

which I have this day accepted for deposit to the above mentioned fund.

014701

Kathy Hynson
COUNTY TREASURER

Treasurer's Receipt

By Mary H. Whitlow
DEPUTY TREASURER

RECEIVED
DEC 18 1987
PCT

14

12-10-87

34 1154

AS PER ORIGINAL

The following undersigned individuals are petitioning the County of Fort Bend to change the name of Magnolia Street located at 4523 State High Way 36 to Kay Cee Drive.

The reason for this request is that in the event the City of Rosenberg annexes this area there will be two streets with the name of Magnolia and also there currently is not a Kay Cee Drive in Fort Bend County.

Alton Veselka
Donald J Pyrek
Thomas C. Foyt
Emil Bezecny
J. L. Riha
Marvin E. Adamek
Frank C. Eicher
Joe A. Maroul
Floyd H. Dziechi
Leslie A. Samohyl Jr.
Clarence Myers
Frank E. Avell
Norbert Scotta
Charles H. Wicke

Bernard Gunda
Rudolph A Vach
Kenneth D. Vacek
Alton Hel
Alan H. Allgower
H B Pospisil
Simon Brak
Alvin E Adamek
A Pankh
Angie Pavlovsky
R. L. Moeller
Elaine Veselka

18. CONSIDER APPROVAL OF PRCT. 3 CONSTABLE RESERVE DEPUTIES ROY E. WILLIFORD AND JEFFREY SCOTT PAULLIS & APPROVE BOND & OATH FOR SAME:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve reserve deputies Roy E. Willifor & Jeffrey Scott Paullis and accept bond & oath as presented by Sal Gambino, Constable #3 deputy. (Recorded in minutes in full)

19. CONSIDER APPLICATION FROM FORT BEND TELEPHONE TO LAY CABLE UNDER PROVIDENCE RD. IN PRCT. 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Fort Bend Telephone to lay cable under Providence Rd. in Precinct 1. (Recorded in minutes in full)

20. CONSIDER RELEASE OF BOND TO D&J WATER SUPPLY CO.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until January 4, 1988.

21. TAKE ACTION ON BID #87-105 FOR ONE OR MORE NEW TRUCK MOUNTED HERBICIDE APPLICATOR WITH COMPUTERIZED CHEMICAL INJECTION SYSTEM, AND ON PROPOSAL FOR PROPERTY & VALUABLE PAPERS INSURANCE:

Take action on bid for one or more new truck mounted herbicide applicator with computerized chemical injection system:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to CIBOLO MANUFACTURING for one new truck mounted herbicide applicator with computerized chemical injection system for Precinct 4, in the amount of $60,081.00. (Recorded in minutes in full)

Take action on proposal for property insurance:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, Commissioners Court finds that the best proposal be awarded to A.I. LLOYDS (Council/Covell Ins. as agents) for property insurance with a $5,000 deductible and annual premium of $61,864, as recommended by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

Take action on proposal for valuable papers insurance:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, Commissioners Court finds that the best proposal be awarded to A.I. LLOYDS (Council/Covell Ins. as agents) for valuable papers insurance with a $2,500 deductible and annual premium of $903.00, as recommended by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

22. CONSIDER DISPOSITION OF MATTER INVOLVING LOSS OF FUNDS IN PRECINCT 4 JUSTICE OF PEACE OFFICE:

Postpone

23. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS (DRAINAGE) & PERSONNEL (ENGINEER'S POSITION) AS AUTHORIZED BY ART. 6252-17, SEC. 2(F,G), V.T.C.S. & CONSIDER TAKING ACTION:

Met in Closed Session.

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 21st day of December, 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 December 10, 1987, permit no. 80867 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner 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 Ronald Bradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

34 1157

Appl. # 80867

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

Karl E. Baker, P. E.
Assistant Engineer

12/16/87
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)

34 1158

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 80867

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
Providence	3,070' northeast of Brumbelow	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 on the southeast R.O.W. line of Providence Rd. at 3,070' northeast of Brumbelow Rd. and boring under Providence Rd. to 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)

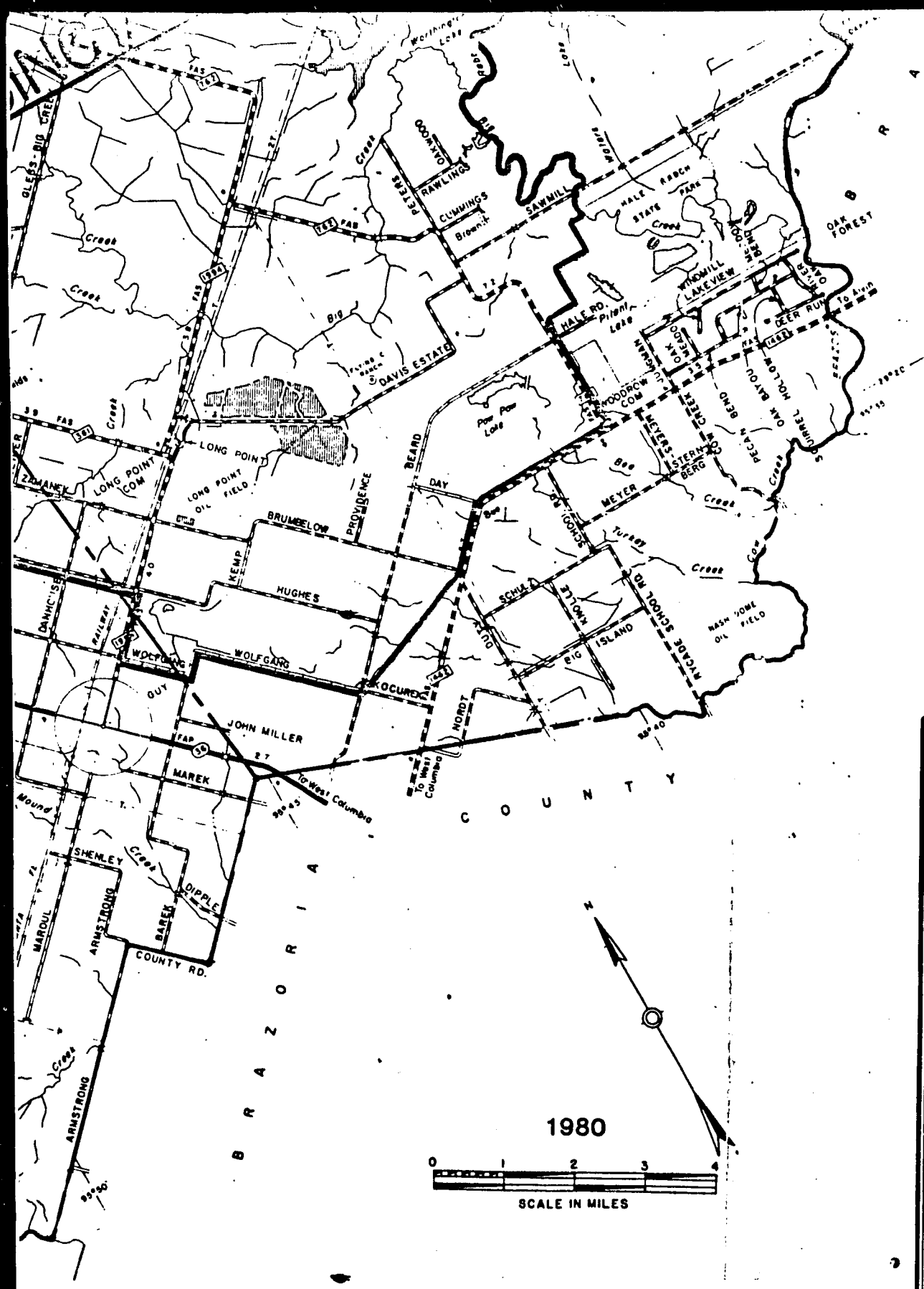
DATE: December 10, 1987
ADDRESS 24403 Roesner Rd.
(Street/P.O. Box)

Katy, Tx. 77450
City State Zip

TELEPHONE NO:

34-1159

AS PER ORIGINAL



INSET NO

ROAD
FORT BEN
TE

APPROVED AND ADO
ROAD MAP BY COMM
FORT BEND C

COUNTY JUDGE

COMMISSIONER PRECINCT 1
COMMISSIONER PRECINCT 2
COMMISSIONER PRECINCT 3
COMMISSIONER PRECINCT 4
DATE
COUNTY ENGINEER

BASE SHEETS AND HIGHWAYS B

21

34 1160

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW TRUCK MOUNTED HERBICIDE APPLICATOR
WITH COMPUTERIZED CHEMICAL INJECTION SYSTEM. BID #87-105
(1 FOR PRECINCT #4)

COMPANY	UNIT BID PRICE	
CIBOLO MANUFACTURING 1105 SIMMONS STREET JOURDANTON, TEXAS 78026	60,081.00	FORD DIESEL APPLICATOR: OWN MANUFACTURE
BOETTCHER-HLAVINKA CO. P.O. BOX 190 EAST BERNARD, TEXAS 77435	61,666.00	FORD F700 DIESEL APPLICATOR: CROSS EQUIPMENT ALBANY, GA.

PROPERTY COVERAGE PROPOSAL

Agency: McClaugherty Insurance Agency
Stafford, Texas

Company: St. Paul

Annual Premium: 86,419.00 Deductible: 1,000.00

ALL RISK COVERAGE ON BUILDINGS, ALL RISK ON CONTENTS EXCLUDING THEFT. DID NOT QUOTE DIC COVERAGE THAT WOULD COVER FLOOD AND EARTHQUAKE AND TRANSIT COVERAGE.

DEFINITION: DIC COVERAGE (DIFFERENCE IN CONDITIONS)

VALUABLE PAPERS COVERAGE

NO QUOTE

PROPERTY COVERAGE PROPOSAL

Agency: Council/Covell Insurance Services
Richmond, Texas

Company: Home Lloyds (Property coverage)
ISLIC (DIC coverage)

Property quote:

Deductible:	1,000.00	Deductible:	5,000.00
Premium:	71,793.00	Premium:	68,530.00

DIC coverage:

Deductible:	100,000.00
Premium:	14,448.00

Total premium with 1,000.00 deductible and DIC coverage

71,793.00
14,448.00
86,241.00

Total premium with 5,000.00 deductible and DIC coverage

68,530.00
14,448.00
82,978.00

ALL RISK ON BUILDINGS, ALL RISK ON CONTENTS INCLUDING THEFT
DIC COVERAGE QUOTED, COUNTY MAY HAVE COVERAGE IF DESIRED

VALUABLE PAPERS COVERAGE

Deductible:	1,000.00
Premium:	742.00

21/2

34 116

AS PER ORIGINAL

PROPERTY COVERAGE PROPOSAL

Agency: Council/Covell Insurance Services
Richmond, Texas

Company: A. I. Lloyds

Property quote:

Deductible: 1,000.00 not available

Deductible: 5,000.00
Premium: 61,864.00

DIC coverage:

Deductible: 100,000.00
Premium: 10,000.00

Deductible: 5,000.00 except 25,000.00 on flood and earthquake
Premium: 15,435.00

Total premium with 5,000.00 deductible property and 100,000.00 deductible DIC

61,864.00
10,000.00
71,864.00

Total premium with 5,000.00 deductible property and 5,000.00 except 25,000.00 deductible on flood and earthquake

61,864.00
15,435.00
77,299.00

ALL RISK ON BUILDINGS, ALL RISK ON CONTENTS INCLUDING THEFT
DIC COVERAGE QUOTED, COUNTY MAY OBTAIN COVERAGE IF DESIRED

21/3

VALUABLE PAPERS COVERAGE

Deductible: 2,500.00
Premium: 903.00

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to appoint Ron Drachenberg as County Engineer, effective January 1, 1988 at an annualized salary of $44,668.00 plus $500.00 monthly car allowance.

RECESS:

Commissioners' Court recessed at 11:30 a.m.

RECONVENE:

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

24. 1:30 P.M.- OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) ROAD MATERIALS, PETROCHEMICAL DERIVATIVE (#87-109); (2) PROVIDE LAWN MAINTENANCE TO FORT BEND COUNTY (#87-110):

Open bids for road materials, petrochemical derivative:

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

A) BASE SEAL
B) CRUSHED STONE BASE
C) EXXON CO., U.S.A.
D) G & S ASHPALT
E) JOHN G. REED
F) JONES FINKE
G) MALTER INTERNATIONAL
H) SAFETY LIGHTS CO.
I) WRIGHT ASPHALT
J) SOUTHWEST ASPHALT MATERIAL

Open bids for providing lawn maintenance to Fort Bend County:

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

A) FRANK'S LAWN SERVICE
B) MAINTAIN, INC.
C) S & S GROUNDS MAINT., INC.
D) STREETSCAPES BY DESIGN
E) TONY'S LAWN SERVICE
F) TWIN CEDAR NURSERY
G) OYSTER CREEK INDUSTRIES
H) CYPRESS LANDSCAPE MAINT.
I) SHAVER ENTERPRISE

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.

26. ADJOURNMENT:

Commissioners' Court adjourned at 2:00 p.m. Monday, December 21, 1987.

BID ITEM: ROAD MATERIALS - PETROCHEMICAL DERIVATIVE

BID NUMBER: 87-109

VENDORS WHO PICKED UP BID SPECIFICATIONS

COMPANY	BID SUBMITTED
BASE SEAL	✓
CRUSHED STONE BASE	✓
EXXON CO., U.S.A.	✓
G & S ASHPALT	✓
JOHN G. REED	✓
JONES FINKE	✓
MALTER INTERNATIONAL	✓
MCKINNEY & JAMES	
PREMIUM SUPPLY	
PRIME MATERIALS	
SAFETY LIGHTS CO.	✓
WRIGHT ASPHALT	✓
Southwest Asphalt Material	✓

BID ITEM: ANNUAL CONTRACT TO PROVIDE LAWN MAINTENANCE FOR FORT BEND COUNTY

BID NUMBER: 87-110

VENDORS WHO PICKED UP BID SPECIFICATIONS

COMPANY	BID PRICE
B & S EXXON	
BOETTCHER-HLAVINKA	
FRANK'S LAWN SERVICE ✓	✓
MAINTAIN, INC. ✓	✓
MICAR EXTERMINATING	
S & S GROUNDS MAINT., INC. ✓	✓
STREETSCAPES BY DESIGN ✓	✓
TIM JONES	
TONY'S LAWN SERVICE ✓	✓
TWIN CEDAR NURSERY ✓	✓
WAYNE SCHRAMME	
Oyster Creek Industries ✓	✓
~~Maintain, Inc.~~ ✓	✓
Cypress Landscape Maint. ✓	✓
Shaver Enterprise ✓	✓

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1987.

On this the 21st day of December, 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: 21 December 1987

Time Reconvened: _____

Time Adjourned or Recessed: 2:30 PM

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 12, 1988.

STARTING WITH
FILM CODE NO. 88vol34pg.1107

ENDING WITH
FILM CODE NO. 88vol.34pg.1167

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 12 DAY OF JANUARY ,19 88.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 01170.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

SPECIAL SESSION

On this 28th day of December, 1987 Commissioners Court postponed Agenda set for Monday, December 28, 1987 to Tuesday, December 29, 1987 at 1:30 p.m..

BE IT REMEMBERED That on this 29TH day of December, 1987 Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

JOHNNIE PUSTKA	COMMISSIONER PRECINCT 1
BEN DENHAM	COMMISSIONER PRECINCT 2
ALTON PRESSLEY	COMMISSIONER PRECINCT 3

With County Judge Stavinoha and Commissioner Lutts absent for vote.

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

1. APPROVE LINE ITEM TRANSFERS IN BUDGET:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfers in budget for CONSTABLE PRECINCT 1, FM/LR #2, JUSTICE OF PEACE #2, Pl.2, TAX ASSESSOR/COLLECTOR and MISC. ADMINISTRATIVE. (Recorded in minutes in full)

2. APPROVE BILLS (INCLUDING $1,740.) BALANCE DUE TO OMEGA HIGH-TECH ROOF REPAIR INC.):

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

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve final payment to Omega Hi-Tech Roof System in the amount of $1,740.90 for courthouse roof repair.

3. OPEN BIDS FOR THE SALE AND REMOVAL OF ALL IMPROVEMENTS LOCATED AT 514 KLAUKE RD., ROSENBERG, TEXAS, BEING ONE FRAME HOUSE, ONE SMALL METAL BUILDING, AND ONE GARAGE:

The following bids were presented to Commissioners Court for review.

1)	C.A. CANDLER	$ 125.00 - house
		$ no bid - garage
		$ no bid - metal building
2)	JIM CANDLER	$ no bid - house
		$ 7.00 - garage
		$ 3.00 - building
		$ 25.00 - water pump & tank

4. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that Commissioners Court be adjourned at 2:00 p.m. Tuesday, December 29, 1987.

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, DECEMBER 28, 1987
9:00 o"CLOCK A.M.

1. Approve line item transfers in budgets.

2. Approve bills (including $1,740.00 balance due to Omega High-Tech Roof Repair Inc.).

3. Adjournment.

FILED FOR RECORD
12/24/87 9:20 A.M.

DEC 24 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 doors, Courthouse Annex, Richmond, Texas on Thurs. Dec. 24, 1987 at 9:30 p.m. by Sharon Chapman.

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:

Constable Pct 1 DEPT. / LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
4010 Fees & Services	$196.00	$30.99	(165.01)
1010 Property & Equipment	$1,008.99	$1,174.00	$165.01

DATE: _____

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

_____ 12-29-87
Johnnie Pustka, Commissioner Pct. #1

_____
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ day of December, 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:

	DEPT.	FROM	TO	INCREASE (DECREASE)
120600621010	Property & Equipment	175,000.00	174,728.28	(271.72)
120600625031	Road Materials	879,258.00	879,529.72	271.72

DATE: _____

DEPT. HEAD: _____

THE COUNTY OF FORT BEND

BY:

JODIE STAVINOHA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. #2

12-28-87

JOHNNIE PUSTKA, COMMISSIONER PCT. #1

ALTON PRESSLEY, COMMISSIONER PCT. #3

BOB LUTTS, COMMISSIONER PCT. #4

1b

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 28th day of December, 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
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 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 13, 1984.

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

AYES: _____

NAYES: _____

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

JP 2 Pl. 2 · DEPT.	FROM	TO	INCREASE (DECREASE)
Conferences	700.00	235.65	(464.35)
Rentals	6600.00	7078.10	478.10
Property + Equipt.	2200.00	2186.25	(13.75)

DATE: 12 · 21 · 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

12-28-87 [signature]
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the _____ 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-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 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. Tax Assessor/Collector LINE ITEM	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Property & Equipment	$1,469.68	$5,169.68	$3,700.00
Fees & Services	21,488.99	17,788.99	($3,700.00)

DATE: 12-21-87

DEPARTMENT HEAD: [signature]
Tax Assessor/Collector

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

[signature] 12-29-87
Johnnie Pustka, Commissioner Pct. #1

[signature]
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 28th day of December, 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)
Misc. Administrative			
Election Expense	41,950.00	45,824.63	3874.63
Insurance (Property)	623,000.00	623,372.57	372.57
Repairs To Equipment	25,000.00	25,633.05	633.05
Fees & Services	290,000.00	285,119.75	(4880.25)

DATE: 12/28/87

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____ Jodie Stavinoha, County Judge

_____ Ben Denham, Commissioner Pct. #2

[signature] 12-29-87 Special Session

Johnnie Pustka, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

_____ Bob Lutts, Commissioner Pct. #4

34 1177

AS PER ORIGINAL

APPLICATION AND CERTIFICATE FOR PAYMENT *AIA DOCUMENT G702* (Instructions on reverse side) PAGE ONE OF PAGES

TO (OWNER): Fort Ben County

PROJECT: Fort Bend County Courthouse

APPLICATION NO: 3

Distribution to:
☒ OWNER
☒ ARCHITECT
☒ CONTRACTOR
☐
☐

PERIOD TO: 12/8/87

ARCHITECT'S PROJECT NO:

RECEIVED DEC 23 1987 COUNTY JUD.

FROM (CONTRACTOR): Omega Hi-Tech Roof Systems, Inc.
9600 Long Point, Suite 102
Houston, Texas 77055

VIA (ARCHITECT):

CONTRACT DATE: August 1987

CONTRACT FOR: Roofing Fort Bend County Courthouse

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		
1	9-28-87	9,000.00	
TOTALS		9,000.00	
Net change by Change Orders		9,000.00	

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

CONTRACTOR:

By: [signature] Date: 12/22/87

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

1. ORIGINAL CONTRACT SUM ..... $ 76,959.00
2. Net change by Change Orders ..... $ 9,000.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... $ 85,959.00
4. TOTAL COMPLETED & STORED TO DATE ..... $ 85,959.00
   (Column G on G703)
5. RETAINAGE:
   a. ____ % of Completed Work $ 0
   (Column D + E on G703)
   b. ____ % of Stored Material $ 0
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ 0
6. TOTAL EARNED LESS RETAINAGE ..... $ 85,959.00
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... $ 84,218.10
8. CURRENT PAYMENT DUE ..... $ 1,740.90
9. BALANCE TO FINISH, PLUS RETAINAGE ..... $ 0
   (Line 3 less Line 6)

State of: County of:
Subscribed and sworn to before me this day of ,19
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:

By: [signature] Date: 12-23-87

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without

34 1178

AS PER ORIGINAL

Approved by Com. Ct 12-23-87 JPP

APPLICATION AND CERTIFICATE FOR PAYMENT

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

TO (OWNER): Fort Ben County

PROJECT: Fort Bend County Courthouse

APPLICATION NO: 3

Distribution to:
☒ OWNER
☒ ARCHITECT
☒ CONTRACTOR
☐
☐

PERIOD TO: 12/8/87

RECEIVED DEC 23 1987 COUNTY JUDGE

FROM (CONTRACTOR): Omega Hi-Tech Roof Systems, Inc.

VIA (ARCHITECT): 9600 Long Point, Suite 102, Houston, Texas 77055

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Roofing Fort Bend County Courthouse

CONTRACT DATE: August 1987

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		
1	9-28-87	9,000.00	
TOTALS		9,000.00	
Net change by Change Orders		9,000.00	

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

CONTRACTOR:

By: [signature] Date: 12/22/87

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

1. ORIGINAL CONTRACT SUM ..... $ 76,959.00
2. Net change by Change Orders ..... $ 9,000.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... $ 85,959.00
4. TOTAL COMPLETED & STORED TO DATE ..... $ 85,959.00
   (Column G on G703)
5. RETAINAGE:
   a. ___ % of Completed Work $ 0
   (Column D + E on G703)
   b. ___ % of Stored Material $ 0
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... $ 0
6. TOTAL EARNED LESS RETAINAGE ..... $ 85,959.00
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... $ 84,218.10
8. CURRENT PAYMENT DUE ..... $ 1,740.90
9. BALANCE TO FINISH, PLUS RETAINAGE ..... $ 0
   (Line 3 less Line 6)

State of: County of:
Subscribed and sworn to before me this day of ,19
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:

By: [signature] Date: 12-23-87

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.

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 12, 1988.

STARTING WITH
FILM CODE NO. 88vol.0034pg.1170

ENDING WITH
FILM CODE NO. 88vol.0034pg.1178

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF FEBRUARY, 19 88.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 01181.

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, JANUARY 4, 1988
9:00 O'CLOCK A.M.

1. Approve minutes of meetings of December 21 & 29, 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. Set 1988 holiday schedule for County employees.

7. Sheriff Gus George, re: accept $317 for damages to patrol vehicle and rebudget.

8. Mr. Roman Bohachevsky, County Librarian, re: request to declare Paradyne multiplexor purchase as sole source item for exemption to competitive bidding process.

9. Daniel Kosler, E.M.S. Director, re: request to purchase two automobiles from H-GAC bid.

10. Mr. Dennis McAfee, Chief Juvenile Probation Officer, re: approval of contract for Professional Services, as recommended by Juvenile Board; and approval of contracts with Counties of Wharton, Victoria & Matagorda for the housing of juveniles.

11. Consider renewal of contract with VOV Corp. for lease of Prct. 3 Justice of the Peace office space.

12. Accept for record the contract with Metro for January Bond Election.

13. Consider release of bond to D & J Water Supply Co.

14. 10:00 a.m. - Hold public hearing for replat of Reserve "A", Lakeway, Sec. 2, Precinct 4, and consider taking action.

15. Consider approval of the following interlocal agreements: Precinct #1 - Cities of Richmond, Rosenberg, Pleak & Thompsons; Lamar C.I.S.D.; Wharton County Junior College; Precinct #2 - City of Needville; Precinct #3 - City of Sugar Land.

16. Set public hearing for replat of Tierra Grande Sub., Sec. 2, Lots 8 & 9 in Prct. 2.

17. Consider right-of-way & land acquisition procedures for Fort Bend County & Fort Bend County Drainage District.

18. Consider approval of partial payment in the amount of $19,052.10 to Four Seasons Fence Co. Inc. for landfill fence project.

19. Consider approval of quitclaim deed from United Texas Transmission Co. to Fort Bend County on landfill property.

20. ~~Consider application from Fort Bend Telephone Co. to lay cable under Providence Rd. in Prct. 1.~~

21. Consider approval of resolution concerning Cooperative Purchasing through H-GAC.

22. Designate County Purchasing Agent as representative to sell the County's surplus or salvage property by competitive bid or auction. (Art. 2372z, V.T.C.S.).

23. Consider accepting or rejecting bids for sale & removal of all improvements located at 514 Klauke Rd., Rosenberg (Landfill property).

24. Accept plants donated to County Clerk's office.

✓25. Advertise for bids for the following: (1) Ballots for upcoming elections; (2) Sale of surplus sand at County Landfill; (3) Front-end loader & backhoe (Prct. 2); (4) RFP's for County Depositories.

✓26. Take action on the following bids: (1) Food for County Jail & Juvenile Detention (#87-108); (2) Road materials, petrochemical (#87-109).

✓27. 11:00 a.m. - Hold public hearing for partial replat of Creekshire Sub., Sec. 3, Prct. 3, and consider taking action.

28. Consider amendment to agreement for utilization of System 36 Computer in County Clerk's office.

29. Meet in Closed Session to discuss personnel matters as authorized by Article 6252-17, Sec. 2(g), V.T.C.S. and consider taking action.

~~30. Approve bills.~~

31. Adjournment.

FILED FOR RECORD
TIME 1:40 A.M. P.M.

DEC 31 1987

Diana 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 Thursday, December 31, 1987 at 1:50 p.m. by N. Lyndsey.

REGULAR SESSION

BE IT REMEMBERED That on this 4TH day of JANUARY, 1988 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 21 & 29, 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of meeting of December 21 & 29, 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 Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out of town travel request for COMMISSIONERS #1, 3 & 4, COUNTY TREASURER, LIBRARY, DISTRICT ATTORNEY and COUNTY JUDGE. (Recorded in minutes in full)

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

5. REVIEW FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept fee officers and non-fee officers monthly report for November 1987 as presented by County Auditor. (Recorded in minutes in full)

6. SET 1988 HOLIDAY SCHEDULE FOR COUNTY EMPLOYEES:

Fort Bend residents speaking on behalf of observing Martin Luther King as a holiday were:

Maxson Barnett, resident, read a Resolution that he would like county to adopt
Sylvia Cornell
Maria Emerson
Dora Olivo
Rev. Will Fortune, Pastor at Mt. Carmel Baptist

AS PER ORIGINAL

FORT BEND COUNTY COURTHOUSE ANNEX II

MONTHLY PROGRESS REPORT

THROUGH DECEMBER 31, 1987

GENERAL INFORMATION

1. Space is now much less of a problem and will not be of concern before March '88. Lumber is being stored on upper floors much more now that we have them cleared, and the pans are being sprayed and cleaned on the north side (Jackson Street) ground level.

2. Approximately three weeks ago a piece of heavy shoring lumber fell from an upper floor (3rd or 4th floor) to the roof of the adjacent County Clerks building. It hit on end, and made an indentation in the roof, above the graphics department. The severity of the blow caused roof damage which led to a bad leak in three rooms on the Southwest side of the clerks building. Emergency repairs were effected by 11:00 a.m. Monday the 21st of December. The actual damage consists of the loss of 15-20 ceiling tiles, the cost of roof reparation as soon as the area dries out, and the possible cleaning of the conference room carpet. The costs involved are being invoiced to AFR Construction, Dallas, Texas by Lebco, our general contractor. An attempt was made to cover up the accident by brushing loose gravel into the indentation at the impact point, no report of the incident was made to Lebco or myself at the time. We will closely monitor the permanent roof repairs and advise the court of the completion in a subsequent report.

LABOR PROBLEMS

None

SAFETY

1. No lost time accidents todate.

2. Rubber gloves have been provided for first aid attendants, because of lack of water to "wash-up" prior to treatment of cuts, etc.

SCHEDULES

1. As of this date, the 6th floor is poured - all columns 6th floor are poured and the west sheer wall is poured. Plumbing and electrical work is current on all floors. Weather was not as kind as November and we did experience a "rain-day" on 21st Dec. '87.

2. In spite of nine consecutive days of rain we are now 17 working days ahead of schedule.

Neville J. Lancaster, Sr.
Neville J. Lancaster,
LCMC, Inc.

xc: Commissioners:

Johnnie Pustka, Ben Denham
Alton Pressley, Bob Lutts

County Engineer
County Clerk
County Civil Attorney

NJL:sac

4

01185

0034

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 25, 1988

Date of Return January 28, 1988

Purpose of Trip: 30th Annual County Judges & Commissioners Conference at Texas A& M

Places to be Visited: College Station, Texas

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

Jodie E. Stavinoha
Name

1-4-88
Date

COUNTY JUDGE
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

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 20, 1988

Date of Return January 22, 1988

Purpose of Trip: Meetings regarding toxic waste site

Places to be Visited: Austin, Texas

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

Jodie E. Stavinoha
Name

1-4-88
Date

COUNTY JUDGE
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

RECEIVED 01187
DEC 30 1987
COUNTY J

0034

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:

Molly Krukewitt - 3 Nights

Rose Harper - 3 Nights

Jane Powell - 3 Nights

Pat Spiller - 4 Nights

Period: Date of Departure April 27, 1988

Date of Return April 30 and May 1, 1988

Purpose of Trip: To attend 1988 Public Library Association National Conference.

Places to be Visited: Pittsburgh

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

Ron. S. Bohachly
Name

12-22-87
Date

County Librarian
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

01188

0034

COUNTY OF FORT BEND

RECEIVED
DEC 31 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:

Alton B. Pressley

Period: Date of Departure January 25, 1988

Date of Return January 28, 1988

Purpose of Trip: 30th Annual County Judges and Commissioners' Conference

Places to be Visited: College Station, Texas

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

Alton B Pressley
Name

December 30, 1987
Date

Alton B, Pressley Commissioner Pct. 3
Title

* *

Approved: Commissioners' Court

Jodie Stanker
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

01189

0034

RECEIVED
DEC 30 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 January 25, 1988

Date of Return January 27, 1988

Purpose of Trip: Seminar for Texas State Board Members

Places to be Visited: Austin, Texas

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

Kathy Hyman
Name

December 30, 1987
Date

County Treasurer
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

RECEIVED
DEC 30 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:

Nancy D. Cook and John J. Harrity, III

Period: Date of Departure 1-20-88

Date of Return 1-22-88

Purpose of Trip: TDCAA DWI Seminar

Places to be Visited: ________

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

Name

12-29-87
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

4

01191

0034

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 1/6/88

Date of Return 1/8/88

Purpose of Trip: Board of Directors meeting County Treasurer Association of Texas

Places to be Visited: Austin

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

Kathy Hynsen
Name

12/31/87
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

01192

AS PER ORIGINAL

0034

Duplicate ?

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
DEC 24 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 *January 7, 1988*

Date of Return *January 10, 1988*

Purpose of Trip: *to attend the 1988 Texas Association of Fairs and Expositions Convention in Dallas, Texas*

Places to be Visited: *Dallas, Texas*

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

Name

January 4, 1988
Date

Ben G. Denham
Commissioner, Precinct 2
Title

* *

Approved: Commissioners' Court

County Judge

1-4-88
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 01193

0034

COUNTY OF FORT BEND

RECEIVED
DEC 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 *January 7, 1988*

Date of Return *January 10, 1988*

Purpose of Trip: *to attend the 1988 Texas Association of Fairs and Expositions Convention in Dallas, Texas*

Places to be Visited: *Dallas, Texas*

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

Name

January 4, 1988
Date

Johnnie Pustka
Commissioner, Precinct #1
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

01194

0034

AS PER ORIGINAL

RECEIVED
DEC 30 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:~~

Roman S. Bohachevsky

Period: Date of Departure January 7, 1988

Date of Return January 10, 1988

Purpose of Trip: To attend American Library Association Mid-winter Conference.

Places to be Visited: San Antonio, Texas

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

Roman S. Bohachevsky
Name

12-30-87
Date

County Librarian
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

01195
0034

RECEIVED
DEC 30 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:

Ben G. Denham

Period: Date of Departure January 25, 1988

Date of Return January 28, 1988

Purpose of Trip: 30th Annual County Judges and Commissioners' Conference

Places to be Visited: [redacted] College Station, Texas

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

Name

Ben G. Denham

December 22, 1987
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

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Dennis A. McAfee
Debra Uuley

Period: Date of Departure 1/10/88

Date of Return 1/15/88

Purpose of Trip: Juvenile Probation Officer Basic Training

Places to be Visited: Huntsville, Texas Hotel Fee only

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

Dennis A. McAfee
Name

1/4/88
Date

Chief Juvenile Probation Officer
Title

* *

Approved: Commissioners' Court

County Judge

1-4-88
Date

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

(5)

01197

0034

AS PER ORIGINAL

JOYCE TOMPKINS *COUNTY AUDITOR*

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

December 21, 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 November, 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 breakdown of the fees paid by the Tax Collector in November is attached to this letter:

The following is the criminal and civil case report for the JPs for the month of November, 1987:

JP	# OF CASES:	New	Old	Dismissed	Paid	Open	Civil Cases Filed
JP 1	Geick	428	2,482	118	223	2,569	45
JP2-1	Molina	457	450	60	251	596	69
JP2-2	Fredrickson	659	690	59	313	677	5
JP3	Stahl	82	1,996	86	57	1,935	99
JP4	Adolphus	171	2,428	50	112	2,437	23

The shortage in Justice of the Peace Pct 4, Judge Adolphus ham been placed on today's agenda and the Fee Officer Account is now due $452.00 (one money order was recovered in the amount of 76.00), in addition to the change fund of $50.00 for a grand total of 502.00.

The following figures are for the October report of Judge Stahl which was not submitted on time last month.

Criminal Cases								Civil Cases		Total to	Total to
October		New	Old	Dismissed	Paid	Open	Amount	New	Amount	Gen'l Fund	Misc & Refund
JP 3	Stahl	99	2093	84	112	1,996	$4,168.50	88	$4,994.50	$7,679.85	$1,483.15

We recommend that these reports be approved subject to completion 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 November, 1987 be approved as recommended by the County Auditor in her letter of December 21, 1987.

Jodie Stavinoha, County Judge
Sam Dick, District Attorney
Dianne Wilson, County Clerk
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
Dave Roden, Constable Pct. 1
W.C. Todd, Constable Pct. 2
Robert Parker, Constable Pct. 3
Richard P. Pring, Constable Pct. 4

Yours very truly,

Joyce

Joyce Tompkins,
County Auditor

JT:DM:dm

(5)

AS PER ORIGINAL

01199

0034

FEE OFFICERS REPORT TO COMMISSIONERS COURT
NOVEMBER 1987

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS*	TOTAL COLLECTED
County Clerk	Civil	6,609.57				
	Criminal	51,915.50	75,152.07	26,251.50	16,521.50	117,925.07
District Clerk	Civil	44,393.04				
	Criminal	25,161.00	28,327.10	5,434.00	35,792.94	69,554.04
Tax Collector	See Letter	218,293.57	218,293.57			218,293.57
District Atty.***	Bad Check Fees	3,299.37			3,299.37	3,299.37
Sheriff	Criminal	38,623.50	8,013.50		30,610.00	38,623.50
J.P. #1	Civil	1,692.00				
	Criminal	15,817.25	12,926.75		4,582.50	17,509.25
J.P. #2-1	Civil	2,602.00				
	Criminal	11,476.54	10,753.04		3,325.50	14,078.54
J.P. #2-2	Civil	199.00				
	Criminal	15,620.50	12,169.75		3,649.75	15,819.50
J.P. #3	Civil	5,027.00				
	Criminal	3,248.54	7,456.04		819.50	8,275.54
J.P. #4	Civil	1,086.00				
	Criminal	10,292.00	8,726.00		2,652.00	11,378.00
Constable #1	Civil	25,119.01	2,866.66		22,252.35	25,119.01
Constable #2	Civil	1,872.28	1,403.70		468.58	1,872.28
Constable #3	Civil	7,865.74	6,503.42		1,362.32	7,865.74
Constable #4	Civil	3,184.31	2,459.81		724.50	3,184.31
TOTAL		493,397.72	395,051.41	31,685.50	126,060.81	552,797.72

* 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.

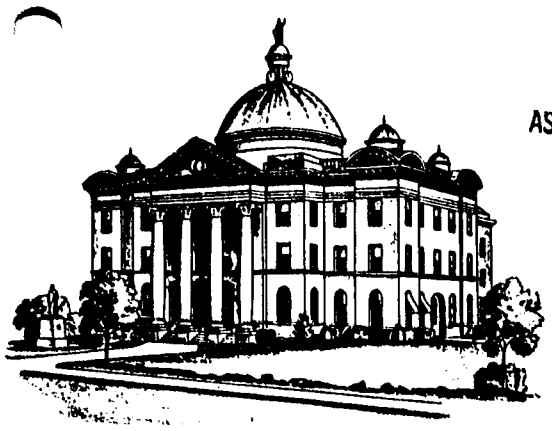
*** Other Misc. Fees and Refunds includes: State Comptroller, CJPF, LEOSE, CVCF, License & weight, Parks & Wildlife; Cash Bond refunds, deposits for costs, out of county service and/or restitution. These details are on the officers monthly report and will also be reported on the annual report.

*** Misc. Fees for the District Attorney are revenues deposited into the D.A. Bad Check Fund.

F B COUNTY TAX/COLLECTOR NOVEMBER 1987 FEES & INTEREST

SEPT 1987 HIGHWAY FEES.....	$47,923.41		
TOTAL HIGHWAY FEES_____			$47,923.41
PROPERTY TAX COMMISSIONS			
JANUARY 1987..	($2.44)		
SEPT 1987.....	($155.43)		
OCT. 1987.....	$26,459.98		
NOV. 1987.....	$210.82		
JULY & AUGUST ACC & ATTY FEES...	$99,658.92		
TOTAL COMMISSIONS_____			$126,171.85
TAX CERTIFICATES -		$0.00	
MUD CERTIFICATES -		$0.00	
TOTAL COMMISSIONS_____			$0.00
ROAD AND BRIDGE -		$0.00	
TOTAL ROAD & BRIDGE_____			$0.00
TITLES - MOTOR VEHICLES.....	$10,195.00		
TOTAL TITLES_____			$10,195.00
BEER AND LIQUOR - SEPT 1987.....	$2,675.00		
TOTAL BEER & LIQUOR_____			$2,675.00
INTEREST EARNED - OCT 1987.....	$2,573.78		
REPO INVESTMENTS.....	$28,754.53		
TOTAL INTEREST_____			$31,328.31
GRAND TOTAL FEES_____			$218,293.57

AS PER ORIGINAL



JOYCE TOMPKINS *COUNTY AUDITOR*

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

December 21, 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, 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 November, 1987 be approved as recommended by the County Auditor in her letter of December 21, 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
Jeanette L. Hartfiel, Fairgrounds Secretary
A. E. "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Ronald Drachenberg, Interim County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Joyce Tompkins,
County Auditor

AS PER ORIGINAL

AUDITOR'S FORM 1054

FORT BEND COUNTY

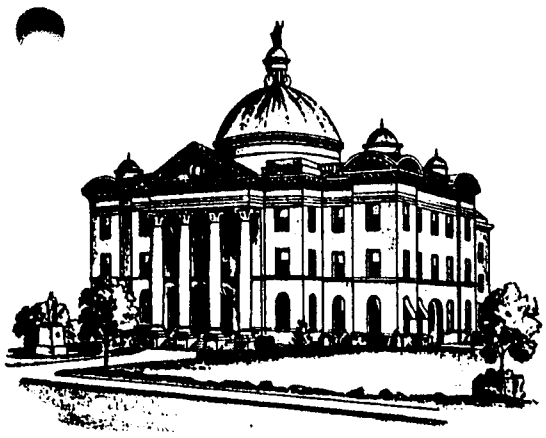
NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

November, 1987

CHILD SUPPORT	2,460.00
HEALTH AND SANITATION	1,631.00
AMBULANCE	8,773.71
ANIMAL CONTROL	947.50
SANITARY LANDFILL	119,124.50
LIBRARIES	4,224.10
INDIGENT CARE	64.00
FAIRGROUNDS	4,008.00
ADULT PROBATION (FUND 99)	62,136.75
JUVENILE PROBATION	4,284.00
COUNTY ENGINEERING	970.00
BAIL BOND BOARD	250.00
TOTAL FOR THE MONTH	208,873.56

F B COUNTY TAX/COLLECTOR NOVEMBER 1987 FEES & INTEREST

SEPT 1987 HIGHWAY FEES.....		$47,923.41	
TOTAL HIGHWAY FEES_____			$47,923.41
PROPERTY TAX COMMISSIONS			
JANUARY 1987..		($2.44)	
SEPT 1987.....		($155.43)	
OCT. 1987.....		$26,459.98	
NOV. 1987.....		$210.82	
JULY & AUGUST ACC & ATTY FEES...		$99,658.92	
TOTAL COMMISSIONS_____			$126,171.85
TAX CERTIFICATES -		$0.00	
MUD CERTIFICATES -		$0.00	
TOTAL COMMISSIONS_____			$0.00
ROAD AND BRIDGE -		$0.00	
TOTAL ROAD & BRIDGE_____			$0.00
TITLES - MOTOR VEHICLES.....		$10,195.00	
TOTAL TITLES_____			$10,195.00
BEER AND LIQUOR - SEPT 1987.....		$2,675.00	
TOTAL BEER & LIQUOR_____			$2,675.00
INTEREST EARNED - OCT 1987.....		$2,573.78	
REPO INVESTMENTS.....		$28,754.53	
TOTAL INTEREST_____			$31,328.31
GRAND TOTAL FEES_____			$218,293.57



JOYCE TOMPKINS *COUNTY AUDITOR*

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

December 21, 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, 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 November, 1987 be approved as recommended by the County Auditor in her letter of December 21, 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
Jeanette L. Hartfiel, Fairgrounds Secretary
A. E. "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Ronald Drachenberg, Interim County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Joyce Tompkins,
County Auditor

AUDITOR'S FORM 1054

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

November, 1987

CHILD SUPPORT	2,460.00
HEALTH AND SANITATION	1,631.00
AMBULANCE	8,773.71
ANIMAL CONTROL	947.50
SANITARY LANDFILL	119,124.50
LIBRARIES	4,224.10
INDIGENT CARE	64.00
FAIRGROUNDS	4,008.00
ADULT PROBATION (FUND 99)	62,136.75
JUVENILE PROBATION	4,284.00
COUNTY ENGINEERING	970.00
BAIL BOND BOARD	250.00
TOTAL FOR THE MONTH	208,873.56

Moved by Commissioner Denham to approve the following holiday schedule as presented with the exception of December 23, Christmas Eve (half day). Motion failed due to lack of a second. (Recorded in minutes in full)

January 18	Monday	Martin Luther King Day
March 2	Wednesday	Texas Independence Day
April 1	Friday	Good Friday
May 30	Monday	Memorial Day
July 4	Monday	Independence Day
September 5	Monday	Labor Day
September 23	Friday	Fair Day
November 11	Friday	Veteran's Day
November 24	Thursday	Thanksgiving Day
November 25	Friday	Thanksgiving Day after
December 26	Monday	Christmas Day
January 2	Monday	New Years Day (1989)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, to approve holiday schedule as presented with the exception of Martin Luther King holiday, and add a floating holiday which employees can take anytime during the year.

Moved by Commissioner Denham, to substitute motion and postpone until next week. Motion failed due to lack of a second.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting to opposed, it is ordered to approve holiday schedule as presented with the exception of honoring Martin Luther King as a holiday, employees can either choose to take January 18 or their own birthday as a holiday.

7. SHERIFF GUS GEORGE, RE: ACCEPT $317 FOR DAMAGES TO PATROL VEHICLE AND REBUDGET:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept $317 for damages to patrol vehicle and rebudget.

8. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: REQUEST TO DECLARE PARADYNE MULTIPLEXOR PURCHASE AS SOLE SOURCE ITEM FOR EXEMPTION TO COMPETITIVE BIDDING PROCESS:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone and refer to the Purchasing Department. (Recorded in minutes in full)

9. DANIEL KOSLER, E.M.S. DIRECTOR, RE: REQUEST TO PURCHASE TWO AUTOMOBILES FROM H-GAC BID:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve purchase of two automobiles from H-GAC bid in the amount of $10,521 each plus 3% surcharge.

10. MR. DENNIS MCAFEE, CHIEF JUVENILE PROBATION OFFICER, RE: APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES, AS RECOMMENDED BY JUVENILE BOARD; AND APPROVAL OF CONTRACTS WITH COUNTIES OF WHARTON, VICTORIA & MATAGORDA FOR THE HOUSING OF JUVENILES:

Approve contract for professional services, as recommended by Juvenile Board:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract as presented

FORT BEND COUNTY

HOLIDAY SCHEDULE FOR 1988-89

FLOATING HOLIDAY	MONDAY, JANUARY 18* (MARTIN LUTHER KING JR. DAY) OR EMPLOYEE'S BIRTHDAY**
TEXAS INDEPENDENCE DAY	WEDNESDAY, MARCH 2
GOOD FRIDAY	FRIDAY, APRIL 1
MEMORIAL DAY	MONDAY, MAY 30
INDEPENDENCE DAY	MONDAY, JULY 4
LABOR DAY	MONDAY, SEPTEMBER 5
FAIR DAY	FRIDAY, SEPTEMBER 23
VETERANS DAY	FRIDAY, NOVEMBER 11
THANKSGIVING HOLIDAYS	THURSDAY & FRIDAY NOVEMBER 24 & 25
CHRISTMAS HOLIDAY	MONDAY, DECEMBER 26
NEW YEAR'S DAY	MONDAY, JANUARY 2

* MONDAY, JANUARY 18 (MARTIN LUTHER KING JR. DAY) MAY BE TAKEN AS A FLOATING HOLIDAY, HOWEVER NO OFFICE WITH MORE THAN ONE EMPLOYEE MAY BE CLOSED THAT DAY. ALL OFFICES MUST BE OPERATIONAL.

**IF EMPLOYEE'S BIRTHDAY FALLS ON SATURDAY, THE PRECEDING FRIDAY WILL BE OBSERVED. IF BIRTHDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY WILL BE OBSERVED.

B

01208

Fort Bend County Library System

AS PER ORIGINAL

0034

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

December 30, 1987

Honorable Jodie E. Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Gentlemen:

The Fort Bend County Library is a member of the Houston Area Library System and is a participant in a shared automated circulation project.

We have been automating since 1984 and have followed the guidelines of our shared system since then, including applying specifications for information input and equipment. Some of the equipment we have purchased, and will continue to purchase comes from sole soure suppliers as recommended by our shared system in order to maintain performance and integrity. That means that specific pieces of equipment manufactured by certain firms are the only acceptable ones. They have proven themselves over the years to give the best performance.

Attached please find a copy of a requisition for 2 Paradyne multiplexors that we would like to buy for the Stafford Branch Library. The purchase comes to exactly $5,000 plus installation. The Purchasing Department sent the requisition back to the library, recommending that I appear before Commissioners Court requesting exemption from the normal bidding process. This I am going to do on Monday, January 4, 1988.

I have inquired, am convinced, and recommend to you that Paradyne Corporation is the sole source for the multiplexor that we need for communication purposes at the Stafford Branch Library. Also attached is a letter from the Houston Public Library attesting to the specificity of the Paradyne multiplexor. In addition, I have spoken to a representative of the Paradyne Corporation in Houston who confirmed by phone (and will send a letter later) that Paradyne is a sole source supplier of this item.

If the above information satisfies you and if you accept my professional integrity in this matter, please declare this purchase of 2 Paradyne mulitplexors exempt from the bidding process because it is a sole source item necessary to the continued development of the library's automation efforts.

Thank you,

Roman S. Bohachevsky

Roman S. Bohachevsky

RSB/dmr
Attachments

cc John Hammett
Chuck Miller
Dianne Wilson ✓

1001 Golfview • Richmond, Texas 77469 • 713-342-4455

(NO ENTRIES IN SHADED AREAS)

RECEIVED

'87 DEC 22 PM

PURCHASING DEPT
FORT BEND COUNTY

AS PER ORIGINAL

01209

REQUISITION
FORT BEND COUNTY PURCHASING DEPARTMENT

0034

DEPARTMENT Fort Bend County Library System / 342-4455 Ex. 334 DEPARTMENT PHONE NO

DATE Dec. 16, 1987

DELIVERY ADDRESS 1001 Golfview

Richmond, Texas 77469

DEPT REQN NO 13991

P.O. #

DIST CODE 1050-0030-1010

2D P.O. #

QTY.	PART NUMBER AND/OR GENERIC DESCRIPTION	UNIT PRICE	TOTAL AMT.
2	4 Channels Multiplexor DCX 2030 /w Installation. One Multiplexor to be delivered and installed at Houston Public Library, Automation Dept., 4th Floor, 500 McKinney, Houston, Texas 77002 ATTN: Sharon Linbeck. The other Multiplexor is to be delivered and installed at the Mamie George Library 320 Dulles Ave., Stafford, Texas 77477 ATTN: Rose Harper Price $2500.00 ea. Total price 5000.00. Installation $250.00 ea. Total price $500.00		
	Please bill Fort Bend County Library System, 1001 Golfview, Richmond, Texas 77469 ATTN: Rose Harper		
		TOTAL COST	

JUSTIFICATION

JUSTIFICATION (CONTD)

LAST KNOWN SOURCE Paradyne, Brookhollow Central III, 2950 North Loop West, Suite 880, Houston, Texas 77092 ATTN: Doug Goodliffe 682-6600

NEAREST PLANT PIT/SIDING

DEPARTMENT HEAD SIGNATURE DATE R S Bl[illegible] 12.22.87

PURCHASING AGENT

AUDITOR FUND VERIFICATION

VENDOR (F

To: [illegible] Date: 12/23/87

From: Purchasing Department Sender: [illegible]

Attached Requisition/Documentation is returned for reason indic[illegible]:

( ) Signature is not that of Department Head or authorized [illegible]t. (Para 8, Page 4 FBCPM)

( ) Unable to identify desired item. (Para 4, Page 4 FBCPM)

( ) Emergency Purchase Order documents forwarded without sig[illegible] requisition (See "Emergency Purchases, as amended, page [illegible]CPM)

( ) Requisition backdated.

( ) Unrealistic Required Delivery Date.

(✓) Cost exceeds $5000.00. Department head must request au[illegible]ization to advertise for bids. (Page 8 FBCPM)

PURCHASING COPY

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

AS PER ORIGINAL

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 responsibility 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 Wednesdays and Fridays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by 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, 1988.

SIGNED this 21st day of December, 19 87.

THE COUNTY OF Victoria, TEXAS

Norman D. Jones

NORMAN D. JONES, County Judge

ATTEST:

Val D. Huvar

VAL D. HUVAR, County Clerk

SIGNED this 4th day of JANUARY, 19 88.

THE COUNTY OF FORT BEND, TEXAS

John Oldham

, County Judge

ATTEST:

Dianne Wilson

, County Clerk

APPROVED AS TO FORM: Dennis A. McAfee

Dennis A. McAfee, Chief

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

01212

AS PER ORIGINAL

0034

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF MATAGORDA

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

WHEREAS, Matagorda desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

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

WHEREAS, Fort Bend desires to assist Matagorda 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 Matagorda 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 Matagorda monthy for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by Matagorda 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 Matagorda, 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 Matagorda 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 responsibility of Matagorda (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 Matagorda being held, pursuant to this agreement.

8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Wednesdays and Fridays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by Matagorda 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, 1988.

SIGNED this 11th day of December, 1987.

THE COUNTY OF Matagorda, TEXAS

Bert O'Connell
, County Judge

COUNTY COURT MATAGORDA COUNTY SEAL

ATTEST:

Sarah Vaughn
, County Clerk

SIGNED this 4th day of JANUARY, 1988.

THE COUNTY OF FORT BEND, TEXAS.

Jodie E. Stavinoha
, County Judge

ATTEST:

Dianne Wilson
, County Clerk

APPROVED AS TO FORM: Dennis A. McAfee
Dennis A. McAfee, Chief

THE STATE OF TEXAS :

COUNTY OF FORT BEND :

01214

AS PER ORIGINAL

0034

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 Wednesdays and Fridays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by 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, 1988.

SIGNED this 14th day of December, 1987.

THE COUNTY OF Wharton, TEXAS

[signature], County Judge

ATTEST:

[signature]
Wharton, County Clerk

SIGNED this 4th day of JANUARY, 1988.

THE COUNTY OF FORT BEND, TEXAS

[signature], County Judge

ATTEST:

Dianne Wilson

, County Clerk

APPROVED AT TO FORM: Dennis A. McAfee
Dennis A. McAfee, Chief

AGREEMENT FOR THE PROVISIONS OF COUNSELING SERVICES - JUVENILE PROBATION

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

THIS AGREEMENT made and entered into by and between the COUNTY OF FORT BEND, hereinafter referred to as "COUNTY", the FORT BEND COUNTY JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and PESCHEL PSYCHOSOCIAL SERVICES, hereinafter referred to as "PESCHEL".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs to reduce serious and violent juvenile crime; and,

WHEREAS, the COUNTY and BOARD desires to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling, bio feed-back therapy and parenting education for the Fort Bend County Juvenile Probation Department from PESCHEL; and

WHEREAS, PESCHEL desires to assist the COUNTY and BOARD by providing individual, group and family counseling, bio feed-back therapy, and parenting education for the Fort Bend County Juvenile Probation Department.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1
PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. This program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PESCHEL agrees to furnish, during the term of this Agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PESCHEL warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PESCHEL shall accept the COUNTY'S interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD'S program.

SECTION 2
TERM

2.01 Term of this agreement is from January 1, 1988 through June 30, 1988, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3
TERMINATION

3.01 This agreement automatically terminates at midnight, June 30, 1988, unless extended in writing by the parties, provided, however, in no event can this agreement be extended by the parties past December 31, 1988, as provided in subparagraph 1.02 herein above.

3.02 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

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

Notice to PESCHEL shall be delivered to:

Mazie Peschel
Richmond Professional Building
1601 Main, Suite 302
Richmond, Texas 77469

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4
ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PESCHEL on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5
BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period from January 1, 1988 through June 30, 1988, COUNTY shall pay PESCHEL the sum of NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($9,600.00). Said sum is to be payable in six (6) equal monthly installments of One Thousand Six Hundred and No/100 Dollars ($1,600.00) each with the first installment due on February 1, 1988 and a like payment on the first day of each month thereafter until fully and finally paid.

5.02 PESCHEL shall submit its bill to the COUNTY for payment of each above stated installment on or before the first day of the month that same becomes due.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this Agreement, shall be those ordinarily and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PESCHEL 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.

SECTION 6
SERVICES PROVIDED

6.01 PESCHEL shall provide a minimum of forty (40) hours and a maximum of fifty (50) hours of counseling per month during the term of this Agreement, totaling 240 hours during the term of this Agreement.

6.02 In order for PESCHEL to be compensated for any counseling over fifty (50) hours in any month, the same must be previously approved by the COUNTY and BOARD.

6.03 It is understood by the parties that a "No show" shall be considered and constituted an appointment and applied against the requisite forty (40) hours in the event PESCHEL is not notified at least 24 hours in advance of the cancellation.

6.04 It is understood by the parties that one (1) "group" counseling hour is equivalent to one (1) individual counseling hour, regardless of the number of juveniles and/or family members present at the group session.

SECTION 7
LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PESCHEL.

SECTION 8
REPORTS AND CONSULTATION

8.01 PESCHEL shall prepare and deliver a written report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family.

8.02 In addition to the counseling services provided in this agreement, PESCHEL agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9
DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PESCHEL'S responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, his attorney or his responsible parent or guardian.

9.02 PESCHEL, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10
ASSIGNMENTS

10.01 PESCHEL shall not assign this Agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the

COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PESCHEL. No assignee of PESCHEL shall assign any agreement without prior written approval of the COUNTY.

SECTION 11
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PESCHEL is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PESCHEL an employee of the COUNTY, and PESCHEL shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PESCHEL (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PESCHEL is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

SECTION 12
SEVERABILITY

12.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14
SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PESCHEL, not specifically provided in the Agreement, will be allowed by the COUNTY, nor shall PESCHEL do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the Agreement.

SECTION 15
WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16
COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, PESCHEL shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the COUNTY and BOARD to

terminate this contract immediately upon delivery of written notice of termination to PESCHEL.

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: 1/4/88

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

FORT BEND COUNTY JUVENILE PROBATION BOARD

by: Thomas R Culver III
Chairman

Date: January 6, 1988

PESCHEL PSYCHOSOCIAL SERVICES

by: Mazie Peschel ACP CSW LPC
Mazie Peschel

Date: 12-22-87

between Fort Bend County Juvenile Probation Board and Peschel Psychosocial Services. (Recorded in minutes in full)

Approve contracts with Counties of Wharton, Victoria & Matagorda for the housing of juveniles:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract with Counties of Wharton, Victoria & Matagorda for the housing of juveniles. (Recorded in minutes in full)

11. CONSIDER RENEWAL OF CONTRACT WITH VOV CORP. FOR LEASE OF PRCT. 3 JUSTICE OF THE PEACE OFFICE SPACE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve renewal of contract with VOV Corp. for lease of Precinct 3 Justice of the Peace office space.

12. ACCEPT FOR RECORD THE CONTRACT WITH METRO FOR JANUARY BOND ELECTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept contract with Metro for January Bond Election.

13. CONSIDER RELEASE OF BOND TO D & J WATER SUPPLY CO.:

Postponed

14. 10:00 A.M.- HOLD PUBLIC HEARING FOR REPLAT OF RESERVE "A", LAKEWAY, SEC. 2, PRECINCT 4, AND CONSIDER TAKING ACTION:

Stanley Kucherka with VanSickle, Mickelson & Klein, discussed the purpose of the replat.

15. CONSIDER APPROVAL OF THE FOLLOWING INTERLOCAL AGREEMENTS: PRECINCT #1 CITIES OF RICHMOND, ROSENBERG, PLEAK & THOMPSONS; LAMAR C.I.S.D.; WHARTON COUNTY JUNIOR COLLEGE; PRECINCT #2 - CITY OF NEEDVILLE; PRECINCT #3 - CITY OF SUGAR LAND:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the following Interlocal Agreements:

Fort Bend County & City of Sugar Land - for maintenance, repair & constr. of streets, road & drainage. Housing of city prisoners in jail

Fort Bend Drainage & City of Rosenberg - for drainage

Fort Bend County & City of Rosenberg - for maintenance, repair & constr. of streets, road & drainage. Housing of city prisoners in jail

Fort Bend & Lamar CISD - for maintenance, repair and constr. of streets, road & drainage

Fort Bend Drainage & Lamar CISD - for maintenance, repair & constr. of drainage within the corporate limits of said school.

Fort Bend County & City of Pleak - Housing of city prisoners in jail

Fort Bend County & City of Thompsons - Housing of city prisoners in jail

AS PER ORIGINAL

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, 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 ~~months~~ commencing on the first day of January, 1988 and terminating on ~~the last day of~~ December 31, 1988 ~~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;

RECEIVED
12-18-87
JUSTICE OF THE PEACE
FT. BEND CO. PCT. 3

*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 19~~8~~2actual 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 4th day of January, 1988.

WITNESSES:

_____

_____ ADDRESS:

BY: _____ LANDLORD

_____

BY: _____ TENANT

_____ ADDRESS:

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:

BY _____
Landlord

BY _____
County Judge
Tenant

AGREEMENT FOR USE OF VOTING EQUIPMENT AND OF ELECTION EXPENSES

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS AGREEMENT, made and entered into by and between the COUNTY CLERK OF FORT BEND COUNTY, the County Officer in charge of election duties under the laws of the State of Texas, hereinafter called "County Clerk", and the Metropolitan Transit Authority of Houston and Harris County, Texas, hereinafter called "METRO".

W I T N E S S E T H:

WHEREAS, METRO contemplates holding an election for the purpose of obtaining voter approval of the Phase 2 Construction Plan and authorizing the board's implementation thereof; making provisions for the holding and conduct thereof; and containing other provisions relating to the subject (at the expense of METRO) on the 16th day of January, 1988; and

WHEREAS, Fort Bend County owns an electronic voting system which has been duly approved by the Secretary of State, pursuant to Section 122.031 of Title 8, Texas Election Code; and

WHEREAS, METRO desires to use Fort Bend County's electronic voting system in their said election and to compensate Fort Bend County for such use and other expenses connected with said election; and

WHEREAS, the County Clerk is the contracting officer in election matters pursuant to Section 31.092 of Title 3, Texas Election Code; and

WHEREAS, the fair and reasonable rental value of the automatic tabulating equipment is One Hundred and No/100 Dollars ($100.00); and

WHEREAS, the fair and reasonable charge for the programming of the automatic tabulating equipment is Two Hundred and No/100 Dollars ($200.00); and

WHEREAS, the number of registered voters in those voting precincts which lie within the METRO service district is more or less Twenty-Five Thousand (25,000) voters, the fair and reasonable charge for the printing of 12,500 ballots for METRO is Three Thousand and No/100 Dollars ($3,000.00); and

WHEREAS, the fair and reasonable rental value of twenty-three ballot cans is Ninety-Two and No/100 Dollars ($92.00), the fair and reasonable charge for 23 election kits is Four Hundred Sixty and No/100 Dollars ($460.00); and

WHEREAS, the fair and reasonable charge for the transportation of voted ballots and election returns is Fifty and No/100 Dollars ($50.00); and

WHEREAS, the fair and reasonable value of the general overall supervision and the advisory services of the County Clerk in connection with decisions to be made and actions to be taken by Officers of METRO is Five Hundred and No/100 Dollars ($500.00);

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements and benefits to the parties, IT IS AGREED as follows:

I.

That the following Fort Bend County voting precincts lie within the METRO service district and that the voting booths, ballot cans and transfer boxes owned by Fort Bend County shall be used for these voting precincts for the election held at the expense of METRO.

			Number of Registered Voters
2003	Fresno Fire Station	no charge	1590
3013	Holy Family Catholic Church	no charge	1503
3014	Katy High School	no charge	844
2017	Briargate Elementary School	$ 500.00	1574
2023	Ridgemont Elementary School	$ 500.00	2148
4028	Quail Valley Rec. Center	$ 115.00	1927
4030	Fort Bend Community Hospital	no charge	1922
2031	Ridgegate Elementary School	$ 500.00	1421
4033	Lantern Lane Elementary School	$ 500.00	2887
2034	Vicksburg Community Assoc.	no charge	79
2035	Quail Run Pool	no charge	1069
3034	Southwest Calvary Baptist	$ 75.00	269
3048	Allied Bank - Missouri City	no charge	1186
3049	Meadowcreek Clubhouse	$ 150.00	1271
3050	Hunter Glen Elementary	$ 500.00	1133
2051	Chasewood Clubhouse	$ 50.00	960
2052	Blue Ridge Fire Dept.	no charge	992
2056	Mayfair Park Civic Center	$ 75.00	751
2058	Spivey Realtors	no charge	362
2059	Quail Glen Pool House	no charge	98
2061	Yeakley Residence	no charge	177
4062	Lake Olympia Sales	no charge	799
4065	First Colony Aquatics Center	no charge	479

II.

That in the instances covered by the preceding paragraph (Paragraph I), the ballots to be used in such precincts shall be prepared by the County Clerk, in cooperation with the METRO officers in accordance with Sections 124.005, 124.062, 124.063, 124.066 of Title 8, Texas Election Code.

III.

That in all instances covered by Paragraph I, the County Clerk shall cause the voting booths, ballots and ballot cans to be delivered to the voting places at least one (1) hour before the time set for opening the polls in each such voting precinct pursuant to Chapter 1 of Title 6, Texas Election Code.

IV.

That the County Clerk shall secure all the voting places for the election held at the expense of METRO, not to exceed Two Thousand Nine Hundred Sixty-Five and No/100 Dollars ($2,965.00); and

V.

That the County Clerk shall provide for such tables, chairs and other equipment as she deems necessary and/or desirable for the holding of said elections and cause same to be delivered to the voting places of Fort Bend County.

VI.

That the County Clerk shall furnish voting booths, ballot cans and transfer boxes, to the extent that sufficient voting equipment is available, for voting precincts of the METRO District. The determination of the amount of voting equipment available for the purposes contemplated by this paragraph shall be made by the County Clerk and her decision shall be final.

VII.

The County Clerk shall secure and arrange for the delivery of voting booths, ballots, and ballot cans for use in absentee voting by personal appearance in the elections, and such

voting booths, ballots, and ballot cans shall be delivered to the absentee voting office not less than one (1) hour before absentee voting by personal appearance is to commence.

VIII.

The County Clerk shall employ and/or use such personnel as she deems necessary and/or desirable to prepare for and conduct absentee voting.

IX.

The County Clerk shall employ and/or use such personnel as she deems necessary to program and operate the automatic tabulating equipment in accordance with Section 122 and 127 of Title 8, Texas Election Code.

X.

The County Clerk shall pay the presiding judges of Fort Bend County and their clerks pursuant to Section 32.091, 32.092 of Title 3, Texas Election Code, for their services in connection with the election held at the expense of METRO. METRO shall reimburse the County Clerk for the wages of three (3) clerks for each precinct which lies within the METRO District for a total of twenty-three (23) clerks. The wages of each clerk shall be Seventy-Five and No/100 Dollars ($75.00) for a total reimbursement to the County Clerk of One Thousand Seven Hundred Five and No/100 Dollars ($1,705.00).

XI.

The County Clerk shall rent or otherwise provide for an absentee voting office in a voting precinct of Fort Bend County which lies within the METRO District. The County Clerk shall

provide clerks and equipment for the absentee voting office for which METRO shall reimburse the County Clerk the cost of One Thousand Six Hundred and No/100 Dollars ($1,600.00) which is a fair and reasonable charge for the absentee voting office.

XII.

It is hereby agreed that METRO's total obligation to the County Clerk for stated services including but not limited to, overall supervision and advisory services and equipment shall be Ten Thousand Six Hundred Ninety-Two and No/100 Dollars ($10,692.00), and METRO hereby agrees to pay said amount to the County Clerk within thirty (30) days after METRO's execution of this agreement.

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

(a) It has, on the 21 day of December, 1987, been executed on behalf of the County Clerk of Fort Bend County, pursuant to Section 31.092 of Title 3, Texas Election Code, so authorizing;

(b) It has, on the 15th day of December, 1987, been executed on behalf of the Metropolitan Transit Authority and attested by its Representatives, pursuant to an ordinance of the Metropolitan Transit Authority so authorizing.

APPROVED AS TO FORM:

By Larry Wagenbach
Larry Wagenbach
Assistant District
Attorney

COUNTY CLERK OF FORT BEND COUNTY

By Dianne Wilson
Dianne Wilson

APPROVED AS TO FORM:

By Dennis C. Gardner
Dennis C. Gardner
Staff Counsel

METROPOLITAN TRANSIT AUTHORITY
OF HARRIS COUNTY, TEXAS

By
Alan F. Kiepper
General Manager

ATTEST:

Assistant Secretary

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

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

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

WHEREAS, the City desires that the Drainage District assist in the maintenance, repair and construction of drainage within the corporate limits of the 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 the City upon written notice by the Mayor of the

City to the County Commissioner within whose precinct said drainage is located.

2. The letter from the Mayor of the 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 manpower 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, 1988, 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 15th day of December, 1987.

CITY OF ~~RICHMOND~~ Rosenberg

Henry A. Wentheimer

Mayor

ATTEST:

Susan Crim

Secretary

SIGNED this 4th day of Jan., 1988.

COUNTY OF FORT BEND

Judie E. Stavinoha

County Judge

ATTEST:

Diane Wilson

County Clerk

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

WHEREAS County and City entered into that certain interlocal agreement for the calendar year 1987 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 1987; 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 1988, 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 1987 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, 1988, 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 December, 1987.

THE CITY OF ROSENBERG

By: Henry A Westheimer
MAYOR

ATTEST:

Susan Crim
CITY SECRETARY

SIGNED this 4th day of Jan, 1988.

COUNTY OF FORT BEND

By: Judie E. 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
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 "School".

WHEREAS County and School entered into that certain interlocal agreement for the calendar year 1987 for various county services; and,

WHEREAS, the School and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1987; and,

WHEREAS, the governing body of the School 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 School for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1988, 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;

_____ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1987 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, 1988, 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 December, 1987.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: James W. Roberts
CHAIRMAN OF TRUSTEES

ATTEST:

Carolyn L. Culpepper
SECRETARY

SIGNED this 4th day of Jan, 1988.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
COUNTY JUDGE

ATTEST:

Diane Wilson
COUNTY CLERK

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, Drainage District and School entered into that certain interlocal agreement for the calendar year 1987 for various drainage services; and,

WHEREAS, the School and the Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1987; and,

WHEREAS, the governing body of the School 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 School for the calendar year 1987 is hereby renewed, extended and continued in force and effect for the calendar year 1988, to-wit:

XXX a. Maintenance, repair and construction of drainage within the corporate limits of said School.

2. The above stated interlocal agreement executed by the parties for the calendar year 1987 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, 1988, 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 17 day of December, 1987.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: James W. Roberts
CHAIRMAN OF TRUSTEES

ATTEST:
Carolyn L. Culpepper
SECRETARY

SIGNED this 4th day of January, 1988.

COUNTY OF FORT BEND

By: Jodie E. 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 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 1987 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 1987; 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 1988, 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 1987 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, 1988, 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 9th day of December, 1987.

THE CITY OF PLEAK

By: [signature]
MAYOR

ATTEST:

[signature]
CITY SECRETARY

SIGNED this ~~9th~~ 4th day of ~~December~~ Jan. 88, 1987.

COUNTY OF FORT BEND

By: [signature]
COUNTY JUDGE

ATTEST:

[signature]
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF 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 1987 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 1987; 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 1988, 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 1987 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, 1988, 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 4th day of December, 1987.

THE CITY OF THOMPSONS

By: _____
MAYOR

ATTEST:

_____
CITY SECRETARY

SIGNED this 4th day of Jan., 1988.

COUNTY OF FORT BEND

By: _____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

Fort Bend County & Wharton County Junior College - maintenance, repair & construction of streets, roads, & drainage.

Fort Bend County & City of Richmond - for maintenance, repair & constr. of streets, roads, and drainage.
Housing of prisoners in jail.

Fort Bend Drainage & City of Richmond - for maintenance, repair & constr. of drainage within the corporate limits of said City.

Fort Bend County & City of Needville - for maintenance, repair & constr. of streets, roads, & drainage;
The enforcement of health regulations;
The enforcement of animal control;
Housing of city prisoners in jail.

Fort Bend Drainage & City of Needville - maintenance, repair & constr. of drainage within the corporate limits of said City.

Fort Bend Drainage & City of Sugar Land - maintenance, repair and constr. of drainage within the corporate limits of said City.

Fort Bend County & City of Sugar Land - maintenance, repair and constr. of streets, roads, and drainage;
Housing of city prisoners in jail

16. SET PUBLIC HEARING FOR REPLAT OF TIERRA GRANDE SUB., SEC. 2, LOTS 8 & 9 IN PRECINCT 2:

Postponed until statutory requirements are met.

17. CONSIDER RIGHT-OF-WAY & LAND ACQUISITION PROCEDURES FOR FORT BEND COUNTY & FORT BEND COUNTY DRAINAGE DISTRICT:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept right-of-way & land acquisition procedures for Fort Bend County & Fort Bend County Drainage District as presented. (Recorded in minutes in full)

18. CONSIDER APPROVAL OF PARTIAL PAYMENT IN THE AMOUNT OF $19,052.10 TO FOUR SEASONS FENCE CO. INC. FOR LANDFILL FENCE PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve partial payment in the amount of $19,052.10 to Four Seasons Fence Co. Inc. for landfill fence project.

19. CONSIDER APPROVAL OF QUITCLAIM DEED FROM UNITED TEXAS TRANSMISSION CO. TO FORT BEND COUNTY ON LANDFILL PROPERTY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve quitclaim deed from United Texas Transmission Co. to Fort Bend County on landfill property. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM FORT BEND TELEPHONE CO. TO LAY CABLE UNDER PROVIDENCE RD. IN PRCT. 1:

None

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
WHARTON COUNTY JUNIOR COLLEGE

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and Wharton County Junior College, hereinafter referred to as "School".

WHEREAS County and School entered into that certain interlocal agreement for the calendar year 1987 for various county services; and,

WHEREAS, the School and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1987; and,

WHEREAS, the governing body of the School 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 School for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1988, 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;

_____ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1987 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, 1988, 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 16th day of December, 1987.

WHARTON COUNTY JUNIOR COLLEGE

By: James A. Dunlap
CHAIRMAN OF TRUSTEES

ATTEST:

Lara L. Gilbert
SECRETARY

SIGNED this 4th day of Jan., 1988.

COUNTY OF FORT BEND

By: Judge E. 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 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 1987 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 1987; 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 1988, 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 1987 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, 1988, 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, 1987.

THE CITY OF RICHMOND

By: Thelmon B. Moore
MAYOR

ATTEST:

Mona Motak
CITY SECRETARY

SIGNED this 4th day of Jan., 1988.

COUNTY OF FORT BEND

By: Judie E. Ahrenholz
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

WHEREAS, Drainage District and City entered into that certain interlocal agreement for the calendar year 1987 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 1987; 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 1987 is hereby renewed, extended and continued in force and effect for the calendar year 1988, to-wit:

XXX 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 1987 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, 1988, 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, 1987.

CITY OF RICHMOND

By: Thilmon G Moore
MAYOR

ATTEST:

Mona Matak
CITY SECRETARY

SIGNED this 4th day of Jan., 1988.

COUNTY OF FORT BEND

By: Jodie 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

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 1987 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 1987; 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 1988, to-wit:

X a. Maintenance, repair and construction of streets, roads, and drainage;

X b. The enforcement of health regulations;

X 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 1987 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, 1988, 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 9th day of December, 1987.

THE CITY OF NEEDVILLE

By: John A. Stern, DVM
MAYOR

ATTEST:

Michael Pastika
CITY SECRETARY

SIGNED this 4th day of Jan., 1988.

COUNTY OF FORT BEND

By: Judith Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

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

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

WHEREAS, Drainage District and City entered into that certain interlocal agreement for the calendar year 1987 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 1987; 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 1987 is hereby renewed, extended and continued in force and effect for the calendar year 1988, to-wit:

XXX 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 1987 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, 1988, 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 9th day of December, 1987.

CITY OF NEEDVILLE

By: John A. Sterry, Jr.
MAYOR

ATTEST:

Michael Pastka
CITY SECRETARY

SIGNED this 4th day of Jun., 1988.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
COUNTY JUDGE

ATTEST:

Deanne Wilson
COUNTY CLERK

AS PER ORIGINAL

15 01269

0034

City of Sugar Land

City Secretary's Office
Post Office Box 110
Sugar Land, Texas 77487-0110
Telephone (713) 242-3170

December 18, 1987

The Honorable Jodie Stavinoha
Fort Bend County Commissioners Court
P. O. Box 368
Richmond, Texas 77469

Re: Interlocal Agreement

Dear Judge Stavinoha:

Enclosed in duplicate is the renewal Interlocal Agreement between Fort Bend County Drainage District and the City of Sugar Land for drainage services through December 31, 1988. The document has been approved by City Council and has been executed by Mayor Lee Duggan

Please execute both original documents retaining one for your files and returning one to this office for completion of our files.

Thank you for your attention and assistance in this regard, if there are any questions, please contact me at the above telephone number.

Very truly yours,

CITY OF SUGAR LAND

Glenda Gundermann

Glenda Gundermann, City Secretary

GG:ct
Enclosure
1479L

RECEIVED
DEC 21 1987
COUNTY JUDGE

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, Drainage District and City entered into that certain interlocal agreement for the calendar year 1987 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 1987; 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 1987 is hereby renewed, extended and continued in force and effect for the calendar year 1988, to-wit:

XXX 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 1987 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, 1988, 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 December, 1987.

CITY OF SUGAR LAND

By: [signature]
MAYOR

ATTEST:
[signature]
CITY SECRETARY

SIGNED this 4th day of Jan., 1988.

COUNTY OF FORT BEND

By: [signature]
COUNTY JUDGE

ATTEST:
[signature]
COUNTY CLERK

15

01272

0034

City of Sugar Land

City Secretary's Office
Post Office Box 110
Sugar Land, Texas 77487-0110
Telephone (713) 242-3170

December 18, 1987

The Honorable Jodie Stavinoha
Fort Bend County Commissioners Court
P. O. Box 368
Richmond, Texas 77469

Re: Interlocal Agreement

Dear Judge Stavinoha:

Enclosed in duplicate is the renewal Interlocal Agreement between Fort Bend County and the City of Sugar Land for maintenance, repair and construction of streets, roads, drainage and housing of City prisoners in jail. The document has been approved by City Council and has been executed by Mayor Lee Duggan

Please execute both original documents retaining one for your files and returning one to this office for completion of our files.

Thank you for your attention and assistance in this regard, if there are any questions, please contact me at the above telephone number.

Very truly yours,

CITY OF SUGAR LAND

Glenda Gundermann, City Secretary

GG:ct
Enclosure
1473L

RECEIVED
DEC 21 1987
COUNTY JUDGE

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 1987 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 1987; 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 1988, 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 1987 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, 1988, 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 December, 1987.

THE CITY OF SUGAR LAND

By: _____
MAYOR

ATTEST:

_____
CITY SECRETARY

SIGNED this 4th day of Jan., 1988.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
COUNTY JUDGE

ATTEST:

Jeanne Hilson
COUNTY CLERK

16

01275

C.E. MUEGGE REAL ESTATE Better Homes and Gardens 2034
213 North Richmond Road, Wharton, Texas 77488 Telephone (409) 532-5252

Diane Wilson
Ft.Bend County Clerk
P.O. Box 520
Richmond, Texas 77469

re: Public hearing for the replat of lots 8&9 Tierra Grande Phase II

Dear Diane,

Enclosed are the names and addresses of the owners of Phase II Tierra Grande that are sold to date. I am enclosing a check for $18.00 representing $2.25 X eight owners. You may note on the attached that some of the people purchased more than one lot. If you have any questions please give me a call.

Sincerely yours,

C. E. Muegge

C. E. Muegge

REALTOR

Feb. 22 at 10 am

TIERRA GRANDE LOT OWNERS
SECTION 2

01276

0034

LOT NO.	OWNER	ADDRESS
1	Available	
2	Available	
3	Available	
4	Available	
5	Available	
6	Available	
7	Available	
8	Available	
9	Available	
✓10	Teauphus Peugh	10309 Teneha Houston, TX 77033 713/342-5521 Ext. 442 ofc.
11	Teauphus Peugh	10309 Teneha Houston, TX 77033 713/342-5521 Ext. 442 ofc.
✓12	James Adams	9223 Bearingwood Houston, TX 77083 713/777-8176 ofc. 713/568-7961 res.
✓13	Walter Urbish, Jr.	P.O. Box 178 Rosenberg, TX 77471 (713) 342-5321 res.
14	Mark W. Muegge	4700 Woodway Rosenberg, TX 77471 (713) 232-4285 res.
✓15	Anthony Mazzo	8415 F.M. 2977 Richmond, TX 77469 (409) 793-3591 res. (713) 263-3348 ofc.
✓16	Rhett Windham	3 Greenway Plaza, C-280 Houston, TX 77046 (713) 965-2200 ofc. (713) 880-0166 res.
17	Available	
✓18	Kenneth Thomas	16331 Huerta Needville, TX 77461 (409) 793-4822 res. (713) 342- ofc.
✓19	Rod Gurganious	3403 Pecan Point Dr. Sugarland, TX 77478 (713) 980-0326 res. (713) 499-8899 ofc.
20	Rod Gurganious	3403 Pecan Point Dr. Sugarland, TX 77478 (713) 980-0326 res. (713) 499-8899 ofc.
✓21	Rodney Keen	5850 Park Front Dr. Apt. 122 Houston, TX 77036 (713) 772-8574 res. (713) 774-7561 ofc.

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

December 22, 1987

RECEIVED
DEC 22 1987
COUNTY JUDGE

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

Re: Right-of-Way and Land Acquisition Procedures for
Fort Bend County and Fort Bend County Drainage District

Gentlemen:

Enclosed please find a copy of the amended right-of-way and land acquisitions procedures for Fort Bend County and Fort Bend County Drainage District. Please review this proposal and if it meets with the Commissioners' Court's approval, we respectfully request that same be adopted by Commissioners' Court.

Should you have any questions, please feel free to call on us at any time.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

approved

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
Mr. Dan Gerken, Drainage District Engineer
Mr. Ron Drachenberg, County Engineer
Mr. A. J. Noto, Right-of-Way Agent

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

RIGHT-OF-WAY AND LAND ACQUISITION PROCEDURES FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT

There are generally three (3) types of land acquisition by Fort Bend County and Fort Bend County Drainage District: (1) Easements for road purposes; (2) Easements for drainage purposes; and (3) land acquisition for courthouse or other county purpose. The following is a proposed procedure, jointly recommended by the County Engineering Department, Drainage District, and the Criminal District Attorney's Office, to standardize and unify the purchase and acquisition of right-of-way and land by County entities.

Because the three purposes of acquiring land and right-of-way are distinct in nature, three separate procedures - which have many similar aspects but also many dissimilar requisites - are recommended.

RIGHT-OF-WAY FOR ROAD PURPOSES

1. Before any work is undertaken by any department in the acquisition of right-of-way for road purposes, Commissioners' Court shall give authorization to the County Engineer to undertake a study of the proposed project.

2. If the proposed project is the creation of a new road or changing an existing road, the provisions of Article 6702-1 Sec. 2.003 and Sec. 2.004, Vern. Tex. Civ. Stat., must be followed.

3. The County Engineer shall report to Commissioners' Court the results of such study which shall include but not limited to the following:

a. An estimation of the total acreage needed, with field notes and drawings of any existing right-of-way and all proposed right-of-way.

b. Estimation of cost to purchase the right-of-way.

c. A title commitment prepared by a title company in Fort Bend County, giving ownership of all land needed in the project.

d. The study shall give an estimate of time necessary to acquire the right-of-way.

4. The Commissioners' Court will review the study and issue orders as to whether the County is going to proceed in acquiring the right-of-way in question.

5. Should the Commissioners' Court authorize proceeding with the acquisition of the right-of-way, the County Engineer shall provide the County Right-of-Way Agent with technical data and design for the project, including drawings and legal description for each tract to be acquired.

6. The County Right-of-Way Agent shall thereafter have all tracts of land appraised by an independent real estate appraiser, approved by Commissioners' Court, provided the land is not donated by landowner.

7. The County Right-of-Way Agent shall thereafter have authority to negotiate with each landowner to either donate or sell the right-of-way to the County.

a. After a reasonable time, the Right-of-Way Agent shall report to Commissioners' Court of all easements obtained and those tracts which the property owners refuse to donate or sell.

b. As he receives executed easements, the County Right-of-Way Agent shall submit same to Commissioners' Court for acceptance and authorization to file the instrument of record with the Office of County Clerk.

8. Upon certification from the Right-of-Way Agent that he has acquired all right-of-way in the project that can be acquired by voluntary consent of the property owners, (or a certain parcel or tract cannot be acquired by voluntary consent) Commissioners' Court shall then authorize the Criminal District Attorney to proceed with condemnation on the remaining tracts.

a. An updated title commitment shall be furnished the County's attorney.

b. The County's attorney shall thereafter have authority from Commissioners' Court to take necessary legal action to acquire the property through condemnation or otherwise.

RIGHT OF WAY FOR DRAINAGE PURPOSES

1. Before any work is undertaken by any department in the acquisition of right-of-way for drainage purposes, the Fort Bend County Drainage District Board (hereinafter referred to as "Board") shall give authorization to the Drainage District Engineer to undertake a study of the proposed project.

2. The Drainage District Engineer shall report to the Board the results of such study which shall include but not limit to the following:

a. An estimation of the total acreage needed, with field notes and drawings of any existing right-of-way and all proposed right-of-way.

b. An estimation of the channel width and depth needed, including side slopes.

c. An estimation of total cost of the project, including excavation costs, cost of bridges, low water crossings, fences, water gates, and any other forseeable costs or expenses.

d. An estimation of cost to purchase the right-of-way.

e. A title commitment prepared by a title company in Fort Bend County, giving ownership of all land needed in the project.

f. The study shall give an estimated time necessary to acquire the right-of-way.

3. The Board will review the study and issue orders as to whether the Drainage District is going to proceed in acquiring the right-of-way in question.

4. Should the Board authorize proceeding with the acquisition of the right-of-way, the Drainage District Engineer shall provide the County Right-of-Way Agent with technical data and design for the project, including drawings and legal description for each tract to be acquired.

5. The County Right-of-Way Agent shall thereafter have all tracts of land appraised by an independent real estate appraiser, approved by the Board, provided land is not donated by landowner.

6. The County Right-of-Way Agent shall thereafter have authority to negotiate with each landowner to either donate or sell the right-of-way to the Drainage District.

a. As he receives executed easements, the County Right-of-Way Agent shall submit same to the Board for acceptance and authorization to file the instrument of record with the Office of County Clerk.

7. Upon certification from the County Right-of-Way Agent that he has acquired all right-of-way in the project that can be acquired by voluntary consent (or that a certain parcel or tract cannot be acquired by voluntary consent), the Board shall then authorize the Criminal District Attorney to proceed with condemnation on the remaining tracts.

a. An updated title commitment shall be furnished the County's attorney.

b. The County's attorney shall thereafter have authority from Commissioners' Court to take necessary legal action to acquire the property through condemnation or otherwise.

LAND ACQUISITION FOR COURTHOUSE
OR OTHER COUNTY PURPOSES

1. Before any property can be considered for acquisition or Courthouse or other County purposes, Commissioners' Court shall give authorization to the County Engineer to undertake a study of the feasibility of the purchase of land for the proposed project, working in conjunction with any consultants or architects employed by Commissioners' Court.

2. The County Engineer shall report to Commissioners' Court the results of such study which shall include but not limit to the following:

a. An estimation of total amount of land needed for the project with field notes and drawings of any proposed land.

b. A recommendation of available land for the project.

c. An estimation of the cost to purchase the available land for the project.

d. The study shall give an estimation of time necessary to acquire the necessary land.

3. Should Commissioners' Court authorize proceeding with the acquisition of land, the County Engineer shall provide the County Right-of-Way Agent with drawings and legal description for each tract to be acquired.

4. A title commitment shall be prepared by a title company in Fort Bend County, giving ownership of all land needed in the project.

5. The County Right-of-Way Agent shall thereafter have all tracts of land appraised by an independent real estate appraiser, approved by Commissioners' Court, provided the land is not donated by landowner.

6. The County Right-of-Way Agent shall thereafter have authority to negotiate with each landowner to either donate or sell the land to the County.

a. After a reasonable time, the Right-of-Way Agent shall report to Commissioners' Court of all land obtained and those tracts which the property owners refuse to donate or sell.

b. As he receives executed contracts, the County Right-of-Way Agent shall submit same to Commissioners' Court for acceptance and approval to forward to a title company for closing.

7. Upon certification from the Right-of-Way Agent that he has acquired all land in the project that can be acquired by voluntary consent of the property owners (or a certain tract or parcel cannot be acquired by voluntary consent) Commissioners' Court shall then authorize the Criminal District Attorney to proceed with condemnation on the remaining tracts.

a. An updated title commitment shall be furnished the County's attorney.

b. The County's attorney shall thereafter have authority from Commissioners' Court to take necessary legal action to acquire the property through condemnation or otherwise.

Respectfully submitted,

SAM W. DICK
Criminal District Attorney

by: Larry Wagenbach
LARRY D. WAGENBACH
Assistant Criminal District Attorney

DRAINAGE DISTRICT ENGINEER

Dan Gerken
Dan Gerken

COUNTY ENGINEER

Ron Drachenberg
Ron Drachenberg

RIGHT-OF-WAY AGENT

A. J. Noto
A. J. Noto

19

01283
0034

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

RECEIVED
DEC 22 1987

December 18, 1987

Mr. Karl E. Baker
Assistant Engineer
Fort Bend County, Texas

Re: Quitclaim Deed from United Texas Transmission Company to Fort Bend County, Texas

Dear Mr. Baker:

Reference is made to the above stated quitclaim deed and your transmittal letter to this office of November 20, 1987.

This matter needs to be put on the agenda of Commissioners' Court to accept the abandonment of this easement and the quitclaim of same to Fort Bend County. It is my understanding that this is an unused easement that is crossing the newly acquired land for the landfill. Once Commissioners' Court has approved this document, it should be recorded with the County Clerk's office.

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, Criminal District Attorney

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

COUNTY OF FORT BEND

Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

AS PER ORIGINAL 01284

0034

November 20, 1987

Mr. Larry Wagenbach
District Attorney, Civil Division
400 S 5th St.
Richmond, Texas 77469

RE: United Texas Transmission Co.
Quitclaim on 30' Easement @ Landfill

Dear Larry,

Please find attached correspondence from above pipeline. Please review and advise what action I need to take.

Also enclosed is a drawing showing the location in the new 94.7 acre landfill area, Permit Application #1554 A. This permit is an extension of the existing 1554 Landfill which we are now working on Part B for submittal to the Texas Health Department.

Please return original letter for my files.

Sincerely,

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

KEB:rp

enclosures

RECEIVED 11-25-87

United Texas Transmission Company
A MIDCON CORP. COMPANY

600 Travis Street
Post Office Box 4758
Houston, Texas 77210-4758
(713) 229-5110

RECEIVED
NOV 20 1987
01285
0034

November 19, 1987

Mr. Karl E. Baker, P.E.
Assistant Engineer
County of Fort Bend
P.O. Box 1449
Rosenberg, Texas 77471

Re: Enc. 1134,
La Vella Field
Index 88, Item 7-A
Proposed Landfill
Quitclaim

Dear Mr. Baker:

As we have discussed previously, United Texas does have an easement in the area where Fort Bend County is proposing to install its Landfill.

I am enclosing for your further handling a Quitclaim for our easement. Please have the Quitclaim recorded and provide us with the recording information.

If you should have any questions, please contact me at (713) 229-4813.

Very truly yours,

Karen R. McMillin

Karen R. McMillin
Encroachment Coordinator

KRM:sn
enclosure

cc: J.R. Andrus
W.F. Bronsell, Jr. w/attachment
S.A. Shotts
B.W. Sitton
J.F. Sydes
Enc. File #1134 - Carolyn Carroll

8800676 QUITCLAIM DEED AS PER ORIGINAL 2005 1166

19

THE STATE OF TEXAS

COUNTY OF FORT BEND KNOW ALL MEN BY THESE PRESENTS: 01286

0034

That UNITED TEXAS TRANSMISSION COMPANY (hereinafter called Grantor, whether one or more) of the County of Harris State of Texas, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, have QUITCLAIMED, and by these presents do QUITCLAIM, unto the County of Fort Bend (hereinafter called Grantee) of the County of Fort Bend, State of Texas, all of its right, title and interest in and to the following described real property situated in Fort Bend County, Texas, to-wit:

> Being a 30 foot wide right of way and easement over and through all that certain tract, lot or parcel of land situated in Fort Bend County, Texas. Said easement being further described in Volume 384, Page 399, of the Deed Records of Fort Bend County, Texas.

TO HAVE AND TO HOLD all of his 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 Grantor's nor Grantee's heirs, legal representatives or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this the 19 day of November, 1987.

UNITED TEXAS TRANSMISSION CO.

J. W. Varner

J.W. Varner
Vice President - Transmission

THE STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J.W. Varner, Vice President - Transmission 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 said United Texas Transmission Company, a Delaware Corporation, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this the 19th day of November, 1987.

Karen R. McMillin

Notary Public in and for the
State of Texas

KAREN R. McMILLIN
Notary Public, State of Texas
My Commission Expires March 18, 1989

My Commission Expires: 3/18/89

Orig. returned to Co Judge

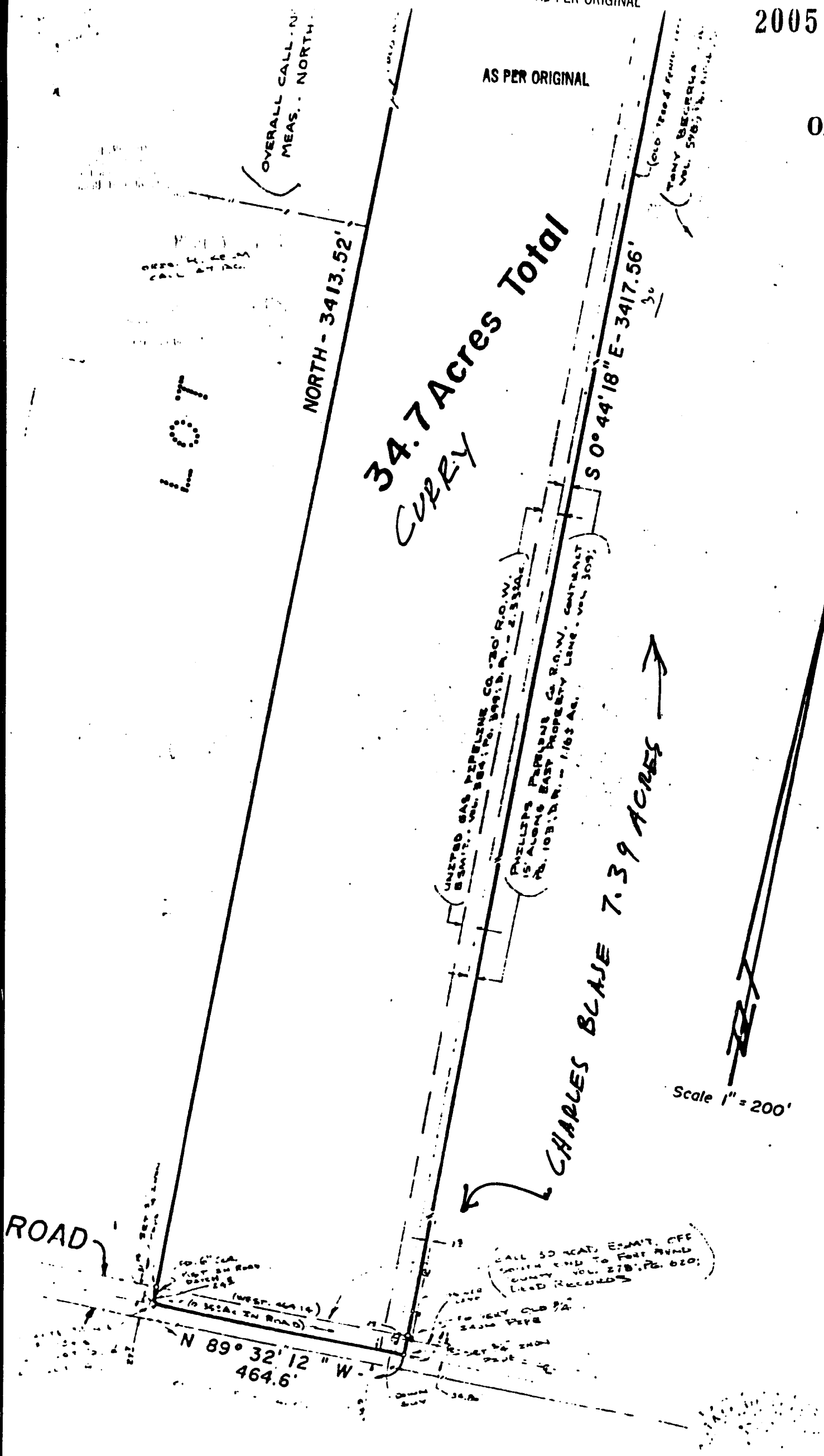
AS PER ORIGINAL

2005 1167

AS PER ORIGINAL

01287

0034



21. CONSIDER APPROVAL OF RESOLUTION CONCERNING COOPERATIVE PURCHASING THROUGH H-GAC:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Resolution concerning purchasing through H-GAC. (Recorded in minutes in full)

22. DESIGNATE COUNTY PURCHASING AGENT AS REPRESENTATIVE TO SELL THE COUNTY'S SURPLUS OR SALVAGE PROPERTY BY COMPETITIVE BID OR AUCTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to designate the County Purchasing Agent as representative to sell the County's surplus or salvage property by competitive bid or auction. (Recorded in minutes in full)

23. CONSIDER ACCEPTING OR REJECTING BIDS FOR SALE & REMOVAL OF ALL IMPROVEMENTS LOCATED AT 514 KLAUKE RD., ROSENBERG (LANDFILL PROPERTY):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reject bids and let Purchasing Agent dispose of it in proper manner according to regulations.

24. ACCEPT PLANTS DONATED TO COUNTY CLERK'S OFFICE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept plants donated to County Clerk's office. (Recorded in minutes in full)

25. ADVERTISE FOR BIDS FOR THE FOLLOWING: (1) BALLOTS FOR UPCOMING ELECTIONS; (2) SALE OF SURPLUS SAND AT COUNTY LANDFILL; (3) FRONT-END LOADER & BACKHOE (PRCT.2): (4) RFP'S FOR COUNTY DEPOSITORIES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for all of the above.

26. TAKE ACTION ON THE FOLLOWING BIDS: (1) FOOD FOR COUNTY JAIL & JUVENILE DETENTION (#87-108); (2) ROAD MATERIALS, PETROCHEMICAL (#87-109):

Take action for food for county jail & juvenile detention:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the low bid be awarded to BRENHAM WHOLESALE, GLAZIER FOODS CO., and PETHERIOTES BROS. COFFEE, per item. (Recorded in minutes in full)

Take action for road materials, petrochemical:

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

27. 11:00 A.M.-HOLD PUBLIC HEARING FOR PARTIAL REPLAT OF CREEKSHIRE SUB., SEC. 3, PRCT. 3, AND CONSIDER TAKING ACTION:

Randy Riley, with Lichliter Jameson & Assoc. explained the purpose of the replat.

28. CONSIDER AMENDMENT TO AGREEMENT FOR UTILIZATION OF SYSTEM 36 COMPUTER IN COUNTY CLERK'S OFFICE:
Postponed for 1 week.

21

01289

AS PER ORIGINAL

0034

STATE OF TEXAS ( )

COUNTY OF ( )

THIS AGREEMENT made this 4TH day of JANUARY, 19 88 between COUNTY OF FORT BEND, Texas and the HOUSTON-GALVESTON AREA COUNCIL, a Council of Governments of the State of Texas;

WITNESSETH:

Pursuant to the authority granted by the Texas Interlocal Cooperation Act (Article 4413 (32c) V.A.T.S.) providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

I.

The County of FORT BEND, Texas hereinafter referred to as "County", makes, constitutes and appoints the Houston-Galveston Area Council, its true and lawful purchasing agent for the purchase of certain items through the Council's Cooperative Purchasing Program. Said items will be specified by the County to the Council through submission of purchase orders duly signed by an appropriate official. The County agrees that the Council shall be the exclusive purchasing agent for said items, and agrees that the bidding shall be conducted by the Council according to the regulations contained in Section IV of the Council's Financial and Accounting Procedures Policy Hand- book.

II.

The County agrees that all specifications for said items shall be as determined by the Council.

III.

The County, by execution of this agreement, agrees to furnish to the Council a valid Purchase Order that encumbers payment from revenues of the County in full payment of the stated order. The County will issue a check for payment of the article(s) so ordered thru the Council within 7 working days of receipt of an invoice for payment from the Council.

IV.

This agreement shall take effect upon execution by the signatories.

V.

This agreement shall be in effect from the date of execution until the last day of the calendar year of execution, and may be renewed annually thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

ATTEST Dianne Wilson
COUNTY CLERK

COUNTY OF FORT BEND

BY [signature]

ATTEST [signature]

HOUSTON-GALVESTON AREA COUNCIL

BY [signature]
Jack Steele, Executive Director

258J/4A

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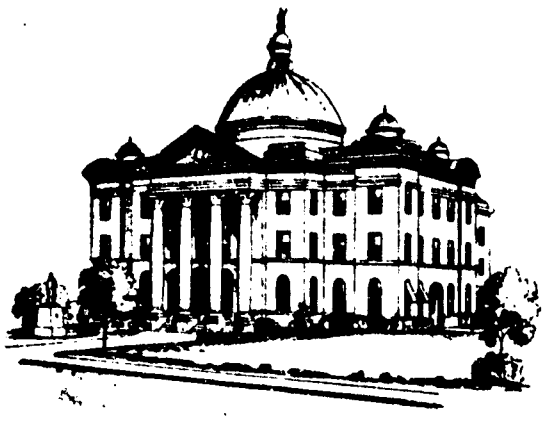
01290

0034

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 4, 1988

TO: Each Member
Commissioners Court
Fort Bend County, Texas

Gentlemen,

Please note in your packets, copies of Art. 2372Z Vernon's Civil Statute and Art. 18.17 Vernons Code of Criminal Procedures.

Art 18.17 is explicit in directing that the Purchasing Agent will sell certain kinds of property. Art. 2372Z indicates that the Commissioners Court is responsible for the sale of surplus and salvage property.

The Purchasing Agent, being convinced that it is in the best interest of the County, is agreeable to being designated as a representative of the Court, for the sale of the County's surplus or salvage property, if it is the desire of the Commissioners Court.

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

Art. 18.17. [332a] Disposition of abandoned or unclaimed property

(a) All unclaimed or abandoned personal property of every kind, except whiskey, wine and beer, seized by any state or county peace officer in the State of Texas which is not held as evidence to be used in any pending case and has not been ordered destroyed or returned to the person entitled to possession of the same by a magistrate, which shall remain unclaimed for a period of 30 days shall be delivered for sale to the purchasing agent of the county in which the property was seized. If the county has no purchasing agent, then such property shall be sold by the sheriff of the county.

(b) The purchasing agent or sheriff of the county, as the case may be, shall mail a notice to the last known address of the owner of such property by certified mail. Such notice shall describe the property being held, give the name and address of the officer holding such property, and shall state that if the owner does not claim such property within six months from the date of the notice such property will be sold and the proceeds of such sale, after deducting the reasonable expense of keeping such property and the costs of the sale, placed in the county treasury.

(c) If the owner of such property is unknown or if the address of the owner is unknown, then the purchasing agent or the sheriff, as the case may be, shall cause to be published once in a paper of general circulation in the county a notice containing a description of the property held, the name of the owner if known, the name and address of the officer holding such property, and a statement that if the owner does not claim such property within six months from the date of the publication such property will be sold and the proceeds of such sale, after deducting the reasonable expense of keeping such property and the costs of the sale, placed in the county treasury.

(d) The sale of any property hereunder shall be preceded by a notice published once at least three weeks prior to the date of such sale in a newspaper of general circulation in the county where the sale is to take place, stating the description of the property, the names of the owner if known, and the date and place that such sale will occur. If the purchasing agent or sheriff, as the case may be, shall consider any bid as insufficient, he need not sell such property but may decline such bid and reoffer such property for sale.

(e) The real owner of any property sold shall have the right to file

Art. 2372z. Sale or disposition of county surplus or salvage property

Definitions

Section 1. In this Act:

(1) "Surplus property" means personal property that is in excess of the needs of its owner, that is not required for the owner's foreseeable needs, and that possesses some usefulness for the purpose for which it was intended or for some other purpose.

(2) "Salvage property" means personal property, other than wastepaper, that because of use, time, or accident is so damaged, used, or consumed that it has no value for the purpose for which it was originally intended.

Disposition of surplus or salvage property

Sec. 2. (a) The commissioners court of a county periodically may sell the county's surplus or salvage property by competitive bid or auction.

(b) The commissioners court shall cause to be published a notice of the sale in at least one newspaper of general circulation in the county. Such notice must be published no fewer than 10 days nor more than 30 days prior to the day of the sale.

(c) The commissioners court shall keep a record of each item of surplus or salvage property sold and its sale price.

(d) Unless otherwise provided by law, the proceeds from the sale of surplus or salvage property shall be deposited in the county treasury and credited to the general fund or to the fund from which the property was purchased. The proceeds from the sale of surplus or salvage property used for maintenance and construction of county roads and bridges shall be deposited in the county treasury to the credit of the county road and bridge fund.

(e) The commissioners court or its designated representative conducting the sale may reject any offer to purchase surplus or salvage property if it finds the rejection to be in the best interests of the county.

Destruction of surplus or salvage property

Sec. 3. (a) If the commissioners court cannot sell any surplus or salvage property, it may order the property to be destroyed as worthless salvage.

(b) The commissioners court shall keep a record of each item of surplus or salvage property destroyed.

Obtaining good title to surplus or salvage property

Sec. 4. A purchaser of a county's surplus or salvage property at a sale obtains good title to the property if the purchaser has complied in good faith with the conditions of the sale and the applicable rules of the commissioners court.

NOTICE TO BIDDERS

Sealed bids in duplicate, will be received by the Purchasing Agent, Suite 670, Harris County Administration Building, 1001 Preston, Houston, Texas 77002, until 1:00 P.M. January 12, 1988.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD IN THE FLOOD CONTROL DISTRICT OFFICE FOR JOB 87/0926. BIDS SUBMITTED BY BIDDERS WHO DO NOT ATTEND THESE CONFERENCES WILL BE REJECTED. CONSULT SPECIFICATION PACKAGE FOR TIMES AND DATES OR CONTACT THE FLOOD CONTROL OFFICE AT 684-4000.

**JOB 87/0926	Channel Improvements to a Flood Control Unit from Eleventh St. upstream to Main St. in Galena Park & Related Improvements in the Ship Channel Drainage Area, Pct. 2
*JOB 88/0024	Removal & Disposal of Asbestos Containing Materials at the Civil Cts. Building
*JOB 88/0025	Entrance Sign for Annex 8
*JOB 88/0026	Remodeling of the 2nd Floor Lobby of Courthouse Annex 10
*JOB 88/0027	Furnish/Install a New 320' Guyed Wire Radio Tower & all Related Work, Pct. 3
*JOB 88/0028	Reinforced Concrete Pavement Repairs on Afton Way Dr. & Reynaoldo Dr., Pct. 4
*JOB 88/0029	Portable Wall Partitions, Paper Reinforcing Edging Machine, Office Furniture & Chair Mats for Engineering
JOB 88/0030	Three (3) 1988 ½ Ton Pickup Trucks, Pct. 2
JOB 88/0031	Furnish/Deliver Two (2) Tractors W/Hydraulically Powered Boom Mowers, Pct. 2
JOB 88/0032	Furnish/Deliver One (1) Cab & Chassis Truck W/High Pressure Water & Vacuum System, Pct. 2
JOB 88/0033	Furnish New Equipment & Related Items for Expansion of Flood & Rainfall Real-Time Monitoring System, Flood Control
JOB 88/0034	Office Automation System for Constable, Pct. 4
JOB 88/0035	Laser printers & Peripherals for Data Services
JOB 88/0036	Personal Computers for Precinct 2
JOB 88/0037	Furniture for the Tax Department
JOB 88/0038	Sale of Billboard Sign for Harris County Right of Way

TERM CONTRACTS

JOB 88/0039	Ramsey Winch Replacement Parts, Flood Control
JOB 88/0040	Cement Stabilized Shell, Flood Control District
JOB 88/0041	Urinalysis Kits for Adult Probation & the Medical Examiner's Office

* Obtain plans and specifications from J. R. Adams, County Engineer, 1001 Preston, 7th floor, Houston, Texas.

** Obtain plans and specifications from James B. Green, P.E., Director, Flood Control District, 9900 NW Freeway, Houston, Texas.

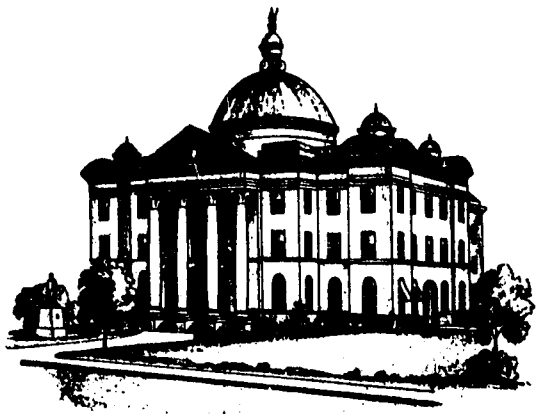
Obtain all others from Jack R. McCown, Purchasing Agent, 1001 Preston, Ste. 670, Houston, Texas.

A bid guarantee may be required in the form of a bid bond for 5% of the amount of the bid, according to the statutory requirements and specifications. Specifications will indicate the method of payment for the contract and type of pricing, either lump sum or unit. Bid must conform to specifications and will not be returned. Bids will be opened in Commissioners Court Conference Room, 1001 Preston, 9th Floor, Houston, Texas at 1:30 p.m.

/s/ JACK R. McCOWN, C P.M.,
Purchasing Agent

01294 0034 (24)

Office of
Dianne Wilson
County Clerk



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

Richmond, Texas

County of Fort Bend

December 29, 1987

TO: Commissioners Court

RE: Donation of Plants
January 4, 1988 agenda

In November, 1985 Mr. Ray Moore of Houston donated $2,000.00 worth of plants including baskets and ceramic containers to the Fort Bend County Clerk's Office. He was closing his business and as a friend, donated a portion of his inventory.

At the time I did not receive a letter from Mr. Moore regarding the donations; and since that time, I have been unable to locate him to obtain such a letter.

I am requesting that Commissioners Court accept 34 live plants currently in the office of the County Clerk.

Sincerely,
Dianne Wilson
Dianne Wilson

ANNUAL CONTRACT FOR THE PURCHASE OF FOOD FOR THE FORT BEND COUNTY JAIL AND JUVENILE DETENTION. BID #87-108

COMPANY	ITEM		BID PRICE
BRENHAM WHOLESALE GROCERY	1A	SPAGHETTI & MEATBALLS	$13.40/CS
BRENHAM WHOLESALE GROCERY	1B	MEAT LOAF W/TOMATO SAUCE	$13.40/CS
BRENHAM WHOLESALE GROCERY	1C	SLICED BEEF W/GRAVY	$13.40/CS
BRENHAM WHOLESALE GROCERY	1D	TURKEY & DRESSING W/GRAVY	$13.40/CS
BRENHAM WHOLESALE GROCERY	1E	FISH FILLETS	$13.40/CS
BRENHAM WHOLESALE GROCERY	1F	SALISBURY STEAK W/GRAVY	$13.40/CS
BRENHAM WHOLESALE GROCERY	1G	FRIED CHICKEN	$13.40/CS
BRENHAM WHOLESALE GROCERY	1H	CHOPPED BEEF W/GRAVY	$13.40/CS
BRENHAM WHOLESALE GROCERY	1I	CHICKEN W/NOODLES IN TOMATO SAUCE	$13.40/CS
BRENHAM WHOLESALE GROCERY	1K	VEAL PARMIGIAN W/TOMATO SAUCE	$13.40/CS
BRENHAM WHOLESALE GROCERY	1L	BEANS & FRANKS IN TOMATO SAUCE	$13.40/CS
BRENHAM WHOLESALE GROCERY	1M	MEXICAN COMBO DINNER	$13.40/CS
BRENHAM WHOLESALE GROCERY	1N	WESTERN DINNER	$13.40/CS
BRENHAM WHOLESALE GROCERY	2A	SCRAMBLED EGGS W/LINK SAUSAGE	$13.54/CS
BRENHAM WHOLESALE GROCERY	2B	PANCAKES W/LINK SAUSAGE	$11.71/CS
BRENHAM WHOLESALE GROCERY	2C	FRENCH TOAST W/LINK SAUSAGE	$13.54/CS
BRENHAM WHOLESALE GROCERY	12	PIZZA	$31.50/CS
BRENHAM WHOLESALE GROCERY	28	TATER TOTS (GEMS)	$11.85/CS
BRENHAM WHOLESALE GROCERY	37	CORN	$14.76/CS
BRENHAM WHOLESALE GROCERY	39	MIXED VEGETABLES	$11.97/CS
BRENHAM WHOLESALE GROCERY	44	GREENS	$ 9.00/CS
BRENHAM WHOLESALE GROCERY	45	TOMATOES	$11.57/CS
BRENHAM WHOLESALE GROCERY	46	TOMATOES	$15.97/CS
BRENHAM WHOLESALE GROCERY	48	TOMATO SAUCE	$12.65/CS
BRENHAM WHOLESALE GROCERY	52	FRUIT COCKTAIL	$21.76/CS
BRENHAM WHOLESALE GROCERY	54	PINEAPPLE	$21.96/CS
BRENHAM WHOLESALE GROCERY	59	SPAGHETTI	$ 4.68/CS
BRENHAM WHOLESALE GROCERY	60	MACARONI	$ 4.61/CS
BRENHAM WHOLESALE GROCERY	65	SALT	$ 4.67/CS
BRENHAM WHOLESALE GROCERY	67	SUGAR	$ 8.47/CS
BRENHAM WHOLESALE GROCERY	76	CATSUP	$16.44/CS
BRENHAM WHOLESALE GROCERY	79	WORCHESTERSHIRE SAUCE	$ 2.82/CS
BRENHAM WHOLESALE GROCERY	81	BAKING SODA	$10.31/CS
BRENHAM WHOLESALE GROCERY	82	CINNAMON	$ 3.52/LB
BRENHAM WHOLESALE GROCERY	83	PAPRIKA	$ 3.85/CS
BRENHAM WHOLESALE GROCERY	85	CHILI POWDER	$ 2.56/LB
BRENHAM WHOLESALE GROCERY	93	PUDDING	$ .83/LB
BRENHAM WHOLESALE GROCERY	94	PUDDING	$ .77/LB
BRENHAM WHOLESALE GROCERY	95	PUDDING	$ .77/LB
BRENHAM WHOLESALE GROCERY	96	ONIONS	$ 4.25/CS
BRENHAM WHOLESALE GROCERY	97	LETTUCE	$13.50/CS
BRENHAM WHOLESALE GROCERY	98	TOMATOES	$12.00/LG
BRENHAM WHOLESALE GROCERY	99	ORANGES	$14.00/CS
BRENHAM WHOLESALE GROCERY	100	BANANAS	$14.00/CS

ANNUAL CONTRACT FOR THE PURCHASE OF FOOD FOR THE FORT BEND COUNTY JAIL AND JUVENILE DETENTION. BID #87-108

COMPANY	ITEM		BID PRICE
BRENHAM WHOLESALE GROCERY	101	CELERY	$16.20/CS
BRENHAM WHOLESALE GROCERY	102	GELATIN	$11.71/CS
BRENHAM WHOLESALE GROCERY	106	DILL PICKLE RELISH	$ 3.05/GA
BRENHAM WHOLESALE GROCERY	113	CREAM OF MUSHROOM SOUP	$19.87/CS
BRENHAM WHOLESALE GROCERY	115	ENRICHED QUICK GRITS	$15.19/CS
BRENHAM WHOLESALE GROCERY	116	CABBAGE	$ 7.50/PK
BRENHAM WHOLESALE GROCERY	117	CARROTS	$ 8.00/BG
BRENHAM WHOLESALE GROCERY	118	DRY PINTO BEANS	$24.50/SK
BRENHAM WHOLESALE GROCERY	119	ENRICHED WIDE EGG NOODLES	$ 6.03/BX
BRENHAM WHOLESALE GROCERY	120	LONG GRAIN RICE	$ 6.14/BG
BRENHAM WHOLESALE GROCERY	122	SWEET PEAS	$11.10/CS
BRENHAM WHOLESALE GROCERY	123	LIMA BEANS	$17.30/CS
BRENHAM WHOLESALE GROCERY	125	SEASONING BACON ENDS & PIECES	$ 2.00/BX
BRENHAM WHOLESALE GROCERY	126	GOLDEN PATTIES	$ 8.85/CS
BRENHAM WHOLESALE GROCERY	132	QUICK CINNAMON ROLLS W/ICING	$13.95/CS
BRENHAM WHOLESALE GROCERY	133	MALT-O-MEAL	$24.50/CS
BRENHAM WHOLESALE GROCERY	137	JELLIED CRANBERRY SAUCE	$23.00/CS
BRENHAM WHOLESALE GROCERY	138	ITALIAN DRESSING	$ 3.52/GA
BRENHAM WHOLESALE GROCERY	139	FRENCH DRESSING	$ 4.04/GA
BRENHAM WHOLESALE GROCERY	142	OREGANO	$ 5.58/CS
CENTROL AMERICAN COFFEE	3	COFFEE	$ 1.55/LB
GLAZIER FOODS CO.	1J	MACARONI & BEEF IN TOMATO SAUCE	$13.76/CS
GLAZIER FOODS CO.	4A	DRINK MIX CHERRY FLAVOR	$13.10/CS
GLAZIER FOODS CO.	4B	DRINK MIX GRAPE FLAVOR	$13.10/CS
GLAZIER FOODS CO.	4C	DRINK MIX PUNCH FLAVOR	$13.30/CS
GLAZIER FOODS CO.	4D	DRINK MIX LEMONADE FLAVOR	$13.10/CS
GLAZIER FOODS CO.	6	ORANGE JUICE	$ 8.50/CS
GLAZIER FOODS CO.	7	CEREAL	$12.99/CS
GLAZIER FOODS CO.	8A	COOKIES CHOCOLATE CHIP	$ 9.83/CS
GLAZIER FOODS CO.	8B	COOKIES OATMEAL	$ 9.83/CS
GLAZIER FOODS CO.	8C	COOKIES SUGAR	$12.66/CS
GLAZIER FOODS CO.	10	SALAMI	$ 1.39/LB
GLAZIER FOODS CO.	11	BOLOGNA	$ 1.20/LB
GLAZIER FOODS CO.	13	CHEESE	$ 1.56/LB
GLAZIER FOODS CO.	17	SPAGHETTI SAUCE W/GROUND BEEF	$20.70/CS
GLAZIER FOODS CO.	18	FRANKS	$11.87/CS
GLAZIER FOODS CO.	19	CHARBROILED BEEF PATTIES	$20.32/CS
GLAZIER FOODS CO.	20	CHARBROILED MEATLOAF	$16.20/CS
GLAZIER FOODS CO.	21	CHUNK LIGHT TUNA IN WATER	$37.02/CS
GLAZIER FOODS CO.	22	SMOKIE LINKS SAUSAGE	$15.82/CS
GLAZIER FOODS CO.	23	SMOKED SAUSAGE	$13.79/CS
GLAZIER FOODS CO.	24	BAR-B-QUE	$22.90/CS

ANNUAL CONTRACT FOR THE PURCHASE OF FOOD FOR THE FORT BEND COUNTY JAIL AND JUVENILE DETENTION. BID #87-108

COMPANY	ITEM		BID PRICE
GLAZIER FOODS CO.	25	FROZEN EGG PRODUCTS	$19.65/CS
GLAZIER FOODS CO.	26	FROZEN BAKING POWDER BISCUITS	$ 8.00/CS
GLAZIER FOODS CO.	27	FLOUR TORTILLAS	$18.81/CS
GLAZIER FOODS CO.	29	DICED RED SWEET PEPPER	$19.94/CS
GLAZIER FOODS CO.	30	PAM LIQUID FOOD RELEASE	$22.63/CS
GLAZIER FOODS CO.	31	REYNOLDS FILM (PLASTIC WRAP)	$11.38/CS
GLAZIER FOODS CO.	33	BEANS	$ 8.99/CS
GLAZIER FOODS CO.	34	PORK AND BEANS	$11.80/CS
GLAZIER FOODS CO.	35	RANCH STYLE BEANS	$13.90/CS
GLAZIER FOODS CO.	36	CARROTS	$10.60/CS
GLAZIER FOODS CO.	38	CORN	$12.40/CS
GLAZIER FOODS CO.	40	POTATOES	$13.90/CS
GLAZIER FOODS CO.	41	POTATOES	$14.98/CS
GLAZIER FOODS CO.	42	POTATOES	$14.50/CS
GLAZIER FOODS CO.	43	GREENS	$10.27/CS
GLAZIER FOODS CO.	47	TOMATO PASTE	$18.20/CS
GLAZIER FOODS CO.	49	PEACHES	$18.70/CS
GLAZIER FOODS CO.	50	PEACHES	$19.10/CS
GLAZIER FOODS CO.	51	APPLES	$16.20/CS
GLAZIER FOODS CO.	53	PINEAPPLE	$17.90/CS
GLAZIER FOODS CO.	55	PEARS	$18.50/CS
GLAZIER FOODS CO.	56	APPLESAUCE	$13.90/CS
GLAZIER FOODS CO.	57	CORNMEAL	$ 3.60/CS
GLAZIER FOODS CO.	58	FLOUR	$ 3.36/CS
GLAZIER FOODS CO.	61	POTATOES	$24.90/CS
GLAZIER FOODS CO.	66	SALT	$ 4.30/CS
GLAZIER FOODS CO.	69	POWDERED SUGAR	$ 9.70/BG
GLAZIER FOODS CO.	70	BROWN SUGAR	$ 9.70/BG
GLAZIER FOODS CO.	71	SALAD DRESSING	$ 4.90/CS
GLAZIER FOODS CO.	73	MUSTARD	$ 1.87/CS
GLAZIER FOODS CO.	74	MUSTARD	$ 6.80/CS
GLAZIER FOODS CO.	75	CATSUP	$11.90/CS
GLAZIER FOODS CO.	77	RELISH	$ 5.50/CS
GLAZIER FOODS CO.	78	PICKLES	$ 8.40/CS
GLAZIER FOODS CO.	80	BAKING POWDER	$ 3.90/PK
GLAZIER FOODS CO.	84	PARSLEY	$ 5.37/CS
GLAZIER FOODS CO.	86	ONIONS	$ 5.90/CS
GLAZIER FOODS CO.	87	BEEF BASE	$ 1.49/LB
GLAZIER FOODS CO.	88	CHICKEN BASE	$ 1.49/LB
GLAZIER FOODS CO.	89	CAKE MIX TYPE 1	$26.91/CS
GLAZIER FOODS CO.	90	CAKE MIX TYPE 1	$26.18/CS
GLAZIER FOODS CO.	91	CAKE MIX TYPE 1	$25.22/CS
GLAZIER FOODS CO.	103	SHORTENING	$ .39/LB
GLAZIER FOODS CO.	104	OATMEAL	$12.81/CS

ANNUAL CONTRACT FOR THE PURCHASE OF FOOD FOR THE FORT BEND COUNTY JAIL AND JUVENILE DETENTION. BID #87-108

COMPANY	ITEM		BID PRICE
GLAZIER FOODS CO.	105	BROWN GRAVY MIX	$14.90/CS
GLAZIER FOODS CO.	107	COMPLETE CORNBREAD MIX	$18.40/CS
GLAZIER FOODS CO.	108	DICED POTATOES	$18.90/CS
GLAZIER FOODS CO.	109	EGGS	$ .60/DZ
GLAZIER FOODS CO.	110	PIONEER OLD FASHION BISCUIT MIX	$12.75/CS
GLAZIER FOODS CO.	111	IMITATION VANILLA FLAVORING	$15.00/CS
GLAZIER FOODS CO.	114	PEANUT BUTTER	$33.00/CS
GLAZIER FOODS CO.	121	CHICKEN-N-DUMPLINGS	$24.90/CS
GLAZIER FOODS CO.	124	FRESH BLACKEYED PEAS	$12.30/CS
GLAZIER FOODS CO.	127	DEEP FRIED BREADED BEEF PATTIES	$12.90/CS
GLAZIER FOODS CO.	128	TAMALES IN CHILI GRAVY	$29.80/CS
GLAZIER FOODS CO.	129	BAR-B-QUE SAUCE	$12.40/CS
GLAZIER FOODS CO.	130	VANILLA WAFER COOKIES	$ 3.88/CS
GLAZIER FOODS CO.	131	BRILL CHOCOLATE LIGHT & FLUFFY	$32.00/CS
GLAZIER FOODS CO.	135	ASSORTED JELLIES	$ 4.60/CS
GLAZIER FOODS CO.	136	MARGARINE	$ 8.99/CS
GLAZIER FOODS CO.	141	GARLIC POWDER	$ 4.10/CS
GLAZIER FOODS CO.	143	BAYLEAVES	$ 4.00/CS
GLAZIER FOODS CO.	144	SWEET BASIL	$ 3.30/CS
GLAZIER FOODS CO.	145	ITALIAN SEASONING	$ 4.10/CS
GLAZIER FOODS CO.	147	POWDERED MILK	$53.10/SK
GLAZIER FOODS CO.	148	TURKEY ROLL	$18.00/CS
GLAZIER FOODS CO.	149	HAMBURGER MEAT	$23.40/CS
PETHERIOTES BROS. COFFEE	5	HOT CHOCOLATE	$46.00/CS
PETHERIOTES BROS. COFFEE	9	SYRUP	$ 6.50/CS
PETHERIOTES BROS. COFFEE	14	CHILI WITHOUT BEANS	$38.00/CS
PETHERIOTES BROS. COFFEE	15	MACARONI AND CHEESE	$30.00/CS
PETHERIOTES BROS. COFFEE	16	SLOPPY JOE BARBECUE SAUCE W/BEEF	$45.00/CS
PETHERIOTES BROS. COFFEE	32	REYNOLDS WRAP	$39.00/CS
PETHERIOTES BROS. COFFEE	62	POTATOES	$24.00/CS
PETHERIOTES BROS. COFFEE	63	PEPPER	$ 4.75/LB
PETHERIOTES BROS. COFFEE	64	PEPPER	$14.00/CS
PETHERIOTES BROS. COFFEE	68	SUGAR	$ 8.00/CS
PETHERIOTES BROS. COFFEE	72	SALAD DRESSING	$10.00/CS
PETHERIOTES BROS. COFFEE	92	PUDDING	$24.00/CS
PETHERIOTES BROS. COFFEE	112	TEA	$16.00/CS
PETHERIOTES BROS. COFFEE	134	MINUTE TAPIOCA	$38.00/CS
PETHERIOTES BROS. COFFEE	140	VINEGAR	$ 8.50/CS
PETHERIOTES BROS. COFFEE	146	WHITE PEPPER	$ 6.50/CS

26(2)

FORT BEND COUNTY

ROAD MATERIALS
PETROCHEMICAL
BID TABULATION

FOR THE PERIOD:
1 JANUARY 1988
THRU
30 JUNE 1988

01299

0034

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AS PER ORIGINAL

01300

COMPANY NAME, CONTACT PERSON AND TELEPHONE NUMBER

COMPANY	CONTACT PERSON	TELEPHONE NUMBER
BASE-SEAL (DIV. OF E.B.I., INC.)	MAXINE WILLIAMS	713-497-7743
CRUSHED STONE BASE, INC.	JACK WATERS, JR.	713-431-2511
G & S ASPHALT, INC.	JERRY BERRY	713-499-1551
JONES G. FINKE	LAWRENCE A. KAINER	713-498-2822
MALTER INTERNATIONAL CORP.	DON MARCUS	800-535-4095
JOHN G. REED	JOHN G. REED	314-642-2769
SOUTHWEST ASPHALT MATERIALS	LAWRENCE A. KAINER	713-498-2822

EXXON COMPANY, U.S.A. - DID NOT MEET SPECIFICATIONS-BID NOT SUBMITTED ON BID FORM
SAFETY LIGHTS SALES AND LEASING CO. OF TEXAS, INC. - DID NOT MEET SPECIFICATIONS-BID PAGE NOT SIGNED
WRIGHT ASPHALT PRODUCTS CO. - DID NOT MEET SPECIFICATIONS-INVITATION CALLED FOR PRICE DELIVERED. VENDOR QUOTED PRICE PLUS UNKNOWN AMOUNT OF FREIGHT

AS PER ORIGINAL 01301

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: AC-5, ASPHALT CEMENT: THD #300 (235 GAL PER TON @ 60 DEGREES FAHRENHEIT) (260 GAL PER TON @350 DEGREES FAHRENHEIT)

BID # 87-109

ITEMS #1

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	.66									
CRABB	.66									
FULSHEAR	.66									
NEEDVILLE	.66									
RICHMOND	.66									
SUGAR LAND	.66									
PLANT/PIT/SIDING	.54									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. JONES G. FINKE
PORT NECHES

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AS PER ORIGINAL 01302

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: AC-10, ASPHALT CEMENT: THD #300

BID #87-109 ITEM #2

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	.66									
CRABB	.66									
FULSHEAR	.66									
NEEDVILLE	.66									
RICHMOND	.66									
SUGAR LAND	.66									
PLANT/PIT/SIDING	.54									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. JONES G. FINKE
PORT NECHES

2.

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AS PER ORIGINAL

01303

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: AC-20, ASPHALT CEMENT: THD #300

BID # 87-109 ITEM #3

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	.66									
CRABB	.66									
FULSHEAR	.66									
NEEDVILLE	.66									
RICHMOND	.66									
SUGAR LAND	.66									
PLANT/PIT/SIDING	.54									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. JONES G. FINKE
PORT NECHES

2.

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AS PER ORIGINAL

01304

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: CRS-2, CATIONIC EMULSION, RAPID SETTING: THD #300

BID #87-109 ITEM #4

BID PRICE PER GALLON DELIVERED

NO BIDS RECEIVED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA				NO BIDS RECEIVED						
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

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AS PER ORIGINAL

01305

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: MC-30, MEDIUM CURING TYPE CUTBACK ASPHALT: THD #300

BID #87-109 ITEM #5

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	.75									
CRABB	.75									
FULSHEAR	.75									
NEEDVILLE	.75									
RICHMOND	.75									
SUGAR LAND	.75									
PLANT/PIT/SIDING	.63									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. JONES G. FINKE
PORT NECHES

2.

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AS PER ORIGINAL

01306

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: MC-800, MEDIUM CURING TYPE CUTBACK ASPHALT: THD #300

BID #87-109 ITEM #6

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	.75									
CRABB	.75									
FULSHEAR	.75									
NEEDVILLE	.75									
RICHMOND	.75									
SUGAR LAND	.75									
PLANT/PIT/SIDING	.63									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. JONES G. FINKE
PORT NECHES

2.

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AS PER ORIGINAL

01307

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: RC-250, RAPID CURING TYPE CUTBACK ASPHALT: THD #300

BID #87-109 ITEM #7

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	.80									
CRABB	.80									
FULSHEAR	.80									
NEEDVILLE	.80									
RICHMOND	.80									
SUGAR LAND	.80									
PLANT/PIT/SIDING	.68									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. JONES G. FINKE
PORT NECHES

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AS PER ORIGINAL

01308

OR CONTACT PERSON AND
PHONE NUMBER SEE PAGE #1)

ITEM: COAL TAR ASPHALT SEALER: "GEM SEAL" OR EQUAL

BID #87-109 ITEM #8

BID PRICE PER GALLON DELIVERED

NO BIDS RECEIVED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA				NO BIDS	RECEIVED					
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

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AS PER ORIGINAL

01309

0034

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: D-MODIFIED ASPHALT

BID # 87-109 ITEM #9

BID PRICE PER TON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	24.86	22.70	27.55	23.70						
CRABB	27.17	23.50	25.95	23.20						
FULSHEAR	28.60	24.00	23.75	22.70						
NEEDVILLE	28.27	22.50	27.55	24.30						
RICHMOND	27.17	22.50	26.00	23.20						
SUGAR LAND	26.18	22.00	26.00	22.30						
PLANT/PIT/SIDING	23.50	20.25	21.60	20.20						

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. CRUSHED STONE BASE, INC.-ARCOLA
PRICE PER MILE TO JOBSITE:
$1.25 FIRST MILE
$0.11 EACH ADDITIONAL

2. G & S ASPHALT, INC.
2122 HWY. 90A-MISSOURI CITY
PRICE PER MILE TO JOBSITE:
$1.25 FIRST MILE
$0.10 EACH ADDITIONAL

3. JONES G. FINKE
SEALY OR ROSENBERG
PRICE PER MILE TO JOBSITE:
$1.00 FIRST MILE
$0.10 EACH ADDITIONAL

4. SOUTHWEST ASPHALT MATERIALS
CLODINE
PRICE PER MILE TO JOBSITE:
$1.00 FIRST MILE
$0.10 EACH ADDITIONAL

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AS PER ORIGINAL

01310

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: DUST CONTROL MATERIAL, GEORGIA PACIFIC LIGNOSITE, 40% MINIMUM

BID #87-109 ITEM #10

BID PRICE PER 5000 GALLONS DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	2785.00									
CRABB	2785.00									
FULSHEAR	2785.00									
NEEDVILLE	2785.00									
RICHMOND	2785.00									
SUGAR LAND	2785.00									
PLANT/PIT/SIDING	525.00									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. JOHN G. REED
CARGIL DOCKS, HOUSTON

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AS PER ORIGINAL

01311

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: DUST CONTROL MATERIALS: DUST-SEAL

BID # 87-109 ITEM #11

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	6.50									
CRABB	6.50									
FULSHEAR	6.50									
NEEDVILLE	6.50									
RICHMOND	6.50									
SUGAR LAND	6.50									
PLANT/PIT/SIDING	6.30									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. BASE-SEAL
HOUSTON
55 GAL. DRUM MINIMUM

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AS PER ORIGINAL

01312

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: SLURRY SEAL

BID # 87-109 ITEM #12

BID PRICE PER GALLON DELIVERED

NO BIDS RECEIVED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA				NO BIDS	RECEIVED					
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

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AS PER ORIGINAL

01313

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: SOIL STABILIZER: ROAD HAND

BID #87-109 ITEM #13

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	4.95									
CRABB	4.95									
FULSHEAR	4.95									
NEEDVILLE	4.95									
RICHMOND	4.95									
SUGAR LAND	4.95									
PLANT/PIT/SIDING	4.95									

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. MALTER INTERNATIONAL
GRETNA, LOUISIANA
PACKAGED IN: 55 GAL. DRUMS
35 GAL. DRUMS
~~20 GAL. DRUMS~~
5 GAL. DRUMS

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AS PER ORIGINAL

01314

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: SOIL STABILIZER: "BASE SEAL"

BID #87-109 ITEM #14

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	*7.93	**8.63	***9.93							
CRABB	*7.93	**8.63	***9.93							
FULSHEAR	*7.93	**8.63	***9.93							
NEEDVILLE	*7.93	**8.63	***9.93							
RICHMOND	*7.93	**8.63	***9.93							
SUGAR LAND	*7.93	**8.63	***9.93							
PLANT/PIT/SIDING	*7.73	**8.43	***9.73							

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. BASE-SEAL (DIV. OF E.B.I.)
HOUSTON
*BULK

2. BASE-SEAL (DIV. OF E.B.I.)
HOUSTON
**55 GAL.

3. BASE-SEAL (DIV. OF E.B.I.)
HOUSTON
***5 GAL.

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AS PER ORIGINAL

01315

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: SOIL STABILIZER: SODIUM SILICATE BASE

BID # 87-109 ITEM #15

BID PRICE PER _____ DELIVERED

NO BIDS RECEIVED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA				NO BIDS RECEIVED						
CRABB										
FULSHEAR										
NEEDVILLE										
RICHMOND										
SUGAR LAND										
PLANT/PIT/SIDING										

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

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AS PER ORIGINAL

01316

(FOR CONTACT PERSON AND PHONE NUMBER SEE PAGE #1)

ITEM: SOIL STABILIZER: CALCIUM LIGNIN SULFONATE TYPE, 40.0% MINIMUM

BID # 87-109 ITEM #16

BID PRICE PER GALLON DELIVERED

LOCATION	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9	VENDOR #10
ARCOLA	4.75	106.95 TON								
CRABB	4.75	106.95 TON								
FULSHEAR	4.75	106.95 TON								
NEEDVILLE	4.75	106.95 TON								
RICHMOND	4.75	106.95 TON								
SUGAR LAND	4.75	106.95 TON								
PLANT/PIT/SIDING	4.55	-								

VENDOR NAME; PLANT LOCATION; PRICE PER MILE TO JOBSITE FROM PLANT/PIT/SIDING; REMARKS

1. BASE-SEAL (DIV. OF E.B.I.)
HOUSTON
55 GAL. DRUM MINIMUM
LIGNO-BASE-SEAL

2. JOHN G. REED
CARGIL DOCKS, HOUSTON
MIN. ORDER: 1 TANKER TRUCK LOAD
(22.5 TON ± / 4320 GALLONS ±)

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AS PER ORIGINAL

01317

29. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS AS AUTHORIZED BY ARTICLE 6252-17, SEC. 2 (G), V.T.C.S. AND CONSIDER TAKING ACTION:

Met in Closed Session.

No action taken.

30. APPROVE BILLS:

No bills presented.

31. ADJOURNMENT:

Commissioners' Court adjourned at 12:00 p.m. Monday, January 4, 1988.

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON FEBRUARY 16, 19 88.

STARTING WITH
FILM CODE NO. 88vol.0034pg.01181

ENDING WITH
FILM CODE NO. 88vol.0034pg.01318

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF FEBRUARY, 19 88.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 01321.

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, JANUARY 11, 1988
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 4, 1988.

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 1985 Chevrolet, a forfeited vehicle, to be assigned to Sheriff's Dept.

6. Consider appointment of board member to Children's Protective Services Board.

7. District Attorney Sam Dick, re: request approval of three continuing grant applications.

8. Constable W. C. Todd, Prct. 2, re: request to purchase 2 vehicles from H-GAC bid.

9. Consider approval of audit contract with Deloitte, Haskins & Sells for period ending 12-31-87.

10. Consider approval of pay application #5 in the amount of $518,304 to Lebco Constructors & $2,354.43 to Chris DiStefano on Annex II project.

11. Select Grievance Committee for 1988.

12. Consider approval of trustee membership fee to the Greater Fort Bend Economic Development Council.

13. Consider approval of dues in the amount of $200 to County Judges & Commissioners Assn. of Texas.

14. Reduce capias fee to $12 for delinquent child support cases per statute and request of Domestic Relations Judge Stansbury.

15. Consider approval of 1987-91 Off-State System Federal-Aid Bridge Replacement & Rehabilitation Program as proposed by State Hwy. Dept.

16. Consider projects to be included in the State Hwy. Dept.'s 1988-92 Urban System Program (Major Urbanized Areas).

17. Consider approval of interlocal agreements with Cities of Beasley, Orchard & Fulshear in Precinct 4.

18. 10:00 a.m. - Hold public hearing to consider County private sewage facility ordinance, and consider taking action.

19. Consider amendment to agreement for utilization of System 36 Computer in County Clerk's office.

20. Consider application from Fort Bend Telephone to lay cable under & along Karen Lane & Hunters Lane in Precinct 3.

21. Consider exemption to competitive bid requirements for purchase of an item made necessary by unforeseen damage to public property (catepillar bulldozer transmission).

22. Consider granting exemption to competitive bidding requirements of Art. 2368a.5 V.A.T.S. for items that can be obtained from only one source, or authorize advertising for bids for 2 Paradyne 2030-11 Statistical Multiplexors (installed) for Library.

23. Take action on the following bids: (1) Photographic supplies (#87-97); (2) Lawn maintenance for Fort Bend County (#87-110).

24. 11:00 a.m. - Hold public hearing for adjustment of speed limits in the Sugarwood Sub. in Prct. 3 and consider taking action.

25. Consider disposition of matter involving loss of funds in Prct. 4 J.P. office.

26. 1:30 p.m. - Open & consider bids for Rental of one self propelled, rubber tired, self-elevating road scraper (#88-01).

27. Approve bills.

28. Adjournment.

FILED FOR RECORD
TIME 2:30 A.M. P.M.
JAN 7 1988
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, January 7, 1988 at 2:40 p.m. by T. Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 11TH day of JANUARY, 1988 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 special award was presented to Joyce Tompkins, County Auditor from Government Finance Officers Association for outstanding accounting achievements.

1. APPROVE MINUTES OF MEETING OF JANUARY 4, 1988:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of meeting of January 4, 1988.

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 DATA PROCESSING, EXTENSION AGENT, AUDITOR and COMMISSIONER #3. (Recorded in minutes in full)

5. SHERIFF GUS GEORGE, RE: ACCEPT 1985 CHEVROLET, A FORFEITED VEHICLE, TO BE ASSIGNED TO SHERIFF'S DEPT.:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept 1985 Chevrolet, a forfeited vehicle, to be assigned to Sheriff's Department. (Recorded in minutes in full)

6. CONSIDER APPOINTMENT OF BOARD MEMBER TO CHILDREN'S PROTECTIVE SERVICES BOARD:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to appoint Lynda Sullivan to the Fort Bend Children's Protective Services Board as presented by Henry Althaus. (Recorded in minutes in full)

A

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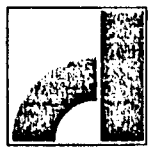

GOVERNMENT FINANCE
OFFICERS ASSOCIATION

EXECUTIVE OFFICES:
180 NORTH MICHIGAN AVENUE
SUITE 800
CHICAGO, ILLINOIS 60601-7476
312: 977-9700

NEWS RELEASE

RE: FORT BEND COUNTY
Is Awarded
HIGHEST AWARD IN FINANCIAL REPORTING

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to:

FORT BEND COUNTY

by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement also is given to the individual designated as primarily responsible for its having earned the certificate. This Award of Financial Reporting Achievement has been presented to:

JOYCE TOMPKINS, COUNTY AUDITOR

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" effort to clearly communicate its financial story and motivate potential persons and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving 10,500 government finance professionals. The association produces a variety of technical publications in various fields of governmental finance, and represents the public finance community in Washington, D.C. The association provides numerous training opportunities, and conducts an annual conference attended by 4,500 public finance professionals.

For more information, contact Fred Lantz at 312/977-9700.

FORMERLY THE MUNICIPAL FINANCE OFFICERS ASSOCIATION
WASHINGTON OFFICE: SUITE 200 • 1750 K STREET, N.W • WASHINGTON, D.C. • 20006 • 202:466-2014

4 01325

AS PER ORIGINAL 0034

RECEIVED
JAN - 5 1988
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:~~

Dois Frederick, Tim Coons, Jesse Warren, Alexis Robertson

Period: Date of Departure Monday Jan. 25, 1988

Date of Return Thursday Jan. 28, 1988

Purpose of Trip: TExas Transportation Technology Transfer workshops: Maintenance Management and Equipment Management

Places to be Visited: TExas A & M, College Station, Texas 77843

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

Alton B. Pressley
Name

Jan. 5, 1988
Date

Alton B. Pressley
Commissioner, Precinct 3
Title

* *

Approved: Commissioners' Court

County Judge

1-11-88
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 01326

0034

RECEIVED
JAN - 8 1988
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 18, 1988

Date of Return February 18, 1988

Purpose of Trip: Attend GRUG User's Group Meeting

Places to be Visited: Houston, Texas (Hewlett Packard Office)

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

Charles W. Miller/
Name

January 7, 1988
Date

Director of Data Processing
Title

Funds Available in '88 budget

* *

Approved: Commissioners' Court

County Judge

1-11-88
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 01327

RECEIVED 0034
JAN - 6 1988
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 January 26, 1988 6:00 p.m.

Date of Return January 28, 1988 4:30 p.m.

Purpose of Trip: Judges and Commissioners Conference

Places to be Visited: College Station - Hilton Inn

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

Name

1-5-87
Date

County Extension Agent-Agriculture
Title

* *

Approved: Commissioners' Court

County Judge

1-11-88
Date

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

01328

AS PER ORIGINAL

0034

COUNTY OF FORT BEND

RECEIVED
JAN - 6 1988
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:

Mary Hancock

Diane Powers

(Only these two employees will be attending)

Period: Date of Departure 2-9-88

Date of Return 2-11-88

Purpose of Trip: To attend auditing seminar

Places to be Visited: Austin, Tx.

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

Joyce Tomplin
Name

1-6-87
Date

County Auditor
Title

* *

Approved: Commissioners' Court

County Judge

1-11-88
Date

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

5

01329

0034

713/342-6116

AS PER ORIGINAL

STATE OF TEXAS COUNTY OF FORT BEND

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

January 5, 1988

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 11, 1988.

1) Accept property to wit: a 1985 Chevrolet Automobile, VIN: 1G1GZ37Z6FR111272. This is a forfeited vehicle and will be assigned to the Fort Bend County Sheriff Department.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus George
Sheriff

GG/jj

cc: Dianne Wilson, County Clerk
Mr. John Hammett, Purchasing Agent
Mrs. Joyce Tompkins, County Auditor

87-06-01.4

01330

AS PER ORIGINAL

0034

NO. 57,956

THE STATE OF TEXAS VS. 1985 Chevrolet Automobile	* * * * *	IN THE DISTRICT COURT OF FORT BEND COUNTY, TEXAS 268 TH JUDICIAL DISTRICT

DEFAULT ORDER OF FORFEITURE

On this the 3rd day of December, A.D., 1987, came on to be heard and considered the Petition for Forfeiture in the above styled and numbered cause filed heretofore on the 10th day of July, 1987, 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, Criminal 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 14th day of June, 1987, in Fort Bend County, Texas, the said 1985 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 Manuel Arebelo was the owner and operator of the vehicle and having been timely served, and the Court after duly considering the same, as well as well as the law involved herein, finds that the said 1985 Chevrolet VIN-1G1GZ37ZCFR111272 should be forfeited to the State of Texas as prayed.

It is accordingly ORDERED, ADJUDGED and DECREED that the said 1985 Chevrolet vehicle identification number 1G1GZ37ZCFR111272 bearing Texas (PASSENGER CAR 87) license number 736 GNQ is found to have been illegally used for the purpose of transporting for delivery and facilitating the transportation (or delivery of a controlled substance, to-wit: MARIJUANA on the 14th day of June, 1987, when the said vehicle was traveling in Fort Bend County, Texas, to-wit: in or near the area of U.S. 59 Northbound At Hi. 6, Fort Bend County, Texas, and that the said 1985 Chevrolet is hereby forfeited to the State of Texas.

DEC -7 AM 8:35

D.B.

It is further ORDERED, ADJUDGED and DECREED the 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 1985 Chevrolet after it has paid all storage charges and liens, if any, which may have accrued against said vehicle and that said 1985 Chevrolet 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 all costs of Court be assessed against the defendant for which let execution lie.

SIGNED on this the 3rd day of December, A.D., 1987.

JUDGE PRESIDING
268 th Judicial District Court
Fort Bend County, Texas

BY: Jerry Green
Assistnat District Attorney
Fort Bend County Courthouse
Richmond, Texas 77469
(713) 341-4460
TBC# 02947150

AGENDA ITEM
01332

Fort Bend County Children's Protective Services Board
910 Morton
Richmond, Texas 77469

AS PER ORIGINAL 0034

January 4, 1988

RECEIVED
JAN - 6
COUNTY JUDGE

Honorable Judge Jodie Stavinoha and
Members of the Commissioner's Court
Richmond, Texas 77469

Dear Judge Stavinoha and Commissioners:

A vacancy in our Advisory Board occurred when Mrs. Wincie Campbell's term of office expired (December 1987).

I propose that Ms. Lynda Sullivan be appointed to fill this vacancy.

A resume of her qualifications are submitted with this proposal. I feel that with her exceptional qualifications she will be an asset to our Board.

Thank you for your consideration.

Respectfully submitted,

Henry Althaus

Henry Althaus
Chairman Fort Bend County Children's
Protective Services Board

xc: Henry Althaus 12-8-87

01333

AS PER ORIGINAL

0034

December 2, 1987

Ft. Bend County Judge, Jodie Stavinoha
500 Jackson
Richmond. Texas 77469

Dear Judge Stavinoha,

I am writing this letter to ask that my name be considered for nomination for a position on the Ft. Bend County Children's Protection Services Board.

I have lived in Ft. Bend County for the past fifteen years, but my family (Perry Abernathy) has been here for many years. I have raised four children here (with the help of my husband, Jim) and they have gone through the F.B.I.S.D. Three have graduated from colleges (two are Aggies, I don't know if that's bad of good!) I am a member of and have been a Sunday School teacher at First United Methodist Church Sugar Land, and have been active in the past in Girl Scouting, both as a member and a leader. I am a life-time member of Ft. Bend County Fair Association and member and committee man for Houston Livestock Show and Rodeo.

The qualifications that I really feel make me a viable candidate for the Board, though, are my work with Court Appointed Special Advocates (C.A.S.A.), Family Outreach, and Parent-Aide Project. I have been a C.A.S.A. volunteer for three years. In this capacity, I work closely with the juvenile justice system in Harris County, and have testified and appeared in all three courts on many occassions. I have worked with Harris County C.P.S. and have attended several Return Home Review Board hearings with members of the board. I have taken part in the training programs as well as various seminars and in-service programs, and have participated in training new C.A.S.A. volunteers two or three times a year.

I began feeling that I should be devoting some of my energies to my own county last August, and felt that the C.P.S. Board here would be something I would be qualified to work on (if you don't have to be an expert typist!) I hope that you can direct this letter to the proper people. I have sent letters to Commissioner Pressley and Jeff Paige, Supervisor, C.P.S.

Sincerely,

Lynda A. Sullivan

Lynda A. Sullivan

RECEIVED
DEC 4 1987
COUNTY JUDGE

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AS PER ORIGINAL

0034

Lynda Sullivan
16444 Old Richmond Rd.
Sugar Land, Texas 77478

Dear Mr. Althaus,

I am writing you because I would like to be considered for a place on the Ft. Bend County Childrens Protective Services Board. I have lived in Ft. Bend County for fourteen years, but my family has been here since 1907. I have been doing volunteer work for the Harris County juvenile justice system as a Court Appointed Special Advocate (C.A.S.A.) and have, in this position, been very involved with Harris County C.P.S. I have also worked with Family Outreach, Parent Aide Project, been a Girl Scout leader and Sunday School teacher at First United Methodist Church in Sugar Land. I am a lifetime member of Ft. Bend Livestock Association and Houston Livestock Association where I have served on the Breeders Queens Committee for eight years. I have four grown children, three have graduated from college and one to go! Jeff Paige said you would need to know something about me, so I hope this is enough. If you need anything else, please call me at 498 5098.

Thank you for your consideration.

Sincerely,
Lynda Sullivan
(Mrs. James L. Sullivan)

xc: Henry Althaus 12-8-87

AS PER ORIGINAL 01335

0034

CHILD ADVOCATES, INC.
COURT APPOINTED SPECIAL ADVOCATE PROGRAM
6425 CHIMNEY ROCK
HOUSTON, TEXAS 77081
664-5701, EXT. 264

December 7, 1987

Mr. Jeffery Paige
910 Morton
Richmond, Tx 77469

Dear Mr. Paige:

Lynda Sullivan has been a Child Advocates, Inc. Court Appointed Special Advocate (CASA) volunteer since March 1985. During this period she has been an outstanding advocate for severely abused and neglected children who are in custody. Recently, I became aware that Lynda was interested in serving as a member of Fort Bend County Children's Protective Services Board. My recommendation is that you seriously consider this outstanding community leader for this position.

Lynda possesses the following skills and attributes necessary to be an active, committed board member:

- promptness
- intelligence
- knowledge of children's issues
- communication skills (verbal and written)
- honesty and credibility
- excellent assessment skills
- extensive experience working with and leading community groups

For the sake of time and space, I will only mention these few attributes; she possesses many others.

She has been actively involved in these organizations: Family Service Center; Houston Live Stock Show & Rodeo; Parent Aide Project; and Girl Scouts of America.

Please consider my wholehearted recommendation of Lynda Sullivan for a board member position.

Most sincerely,

Martha E. Braniff
Executive Director

MEB/pc

cc: Judge Jodie Stavinoha
Mr. Alton Pressley
Mrs. Lynda Sullivan

7. DISTRICT ATTORNEY SAM DICK, RE: REQUEST APPROVAL OF THREE CONTINUING GRANT APPLICATIONS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve continuation of the following grants as presented by Sam Dick, District Attorney: (Recorded in minutes in full)

Intake
Victim Witness
Special Crime

8. CONSTABLE W.C. TODD, PRCT. 2, RE: REQUEST TO PURCHASE 2 VEHICLES FROM H-GAC BID:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize replacing bid #87-106, accepted on December 12 from Lawrence Marshall with the H-GAC bid, and purchase two vehicles for a total of $21,336.50 for Constable #2.

9. CONSIDER APPROVAL OF AUDIT CONTRACT WITH DELOITTE, HASKINS & SELLS FOR PERIOD ENDING 12-31-87:

Postponed

10. CONSIDER APPROVAL OF PAY APPLICATION #5 IN THE AMOUNT OF $518,304 TO LEBCO CONSTRUCTORS & $2,354.43 TO CHRIS DISTEFANO ON ANNEX II PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve pay application #5 in the amount of $518,304 to Lebco Constructors & postpone payment to Chris DiStefano on Annex II project.

11. SELECT GRIEVANCE COMMITTEE FOR 1988:

The following citizens were selected to serve on the 1988 Grievance Committee.

Walter Todd - Needville
Tom Kuper - Sugar Land
Eugene Myska - Rosenberg
Dorothy Stavinoha - Needville
Henry Bertolino - Sugar Land
Eugene Arbitt - Needville
Curtis Lucas - Missouri City
Betty Cox - Missouri City
Pete Perez - Missouri City

12. CONSIDER APPROVAL OF TRUSTEE MEMBERSHIP FEE TO THE GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve trustee membership fee in the amount of $7,500 to the Greater Fort Bend Economic Development Council. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF DUES IN THE AMOUNT OF $200 TO COUNTY JUDGES & COMMISSIONERS ASSN. OF TEXAS:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve $200 to County Judges & Commissioners Assn. of Texas. (Recorded in minutes in full)

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0034

AS PER ORIGINAL

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

January 5, 1988

Hon. Jodie Stavinoha
County Judge
Commissioners' Court
Courthouse Annex
Richmond, Texas 77469

Gentlemen:

I am hereby requesting three continuing grant applications be placed on Commissioners' Court agenda for Monday, January 11, 1988. The grants are for approval only.

Thank you for your consideration in this matter.

Sincerely,

Sam W. Dick

SWD/bd
cc: Dianne Wilson

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

01339

AS PER ORIGINAL

RESOLUTION NUMBER 1

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 " Screening Unit/ Criminal District Attorney ."

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels that addition of the program known as the Screening Unit/ Criminal District Attorney's Office , 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 Screening Unit/Criminal District Attorney's Office .

PASSED AND APPROVED, this _____ day of _____, _____.

COUNTY OF FORT BEND, TEXAS

_____
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

_____
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 1 adopted by the Fort Bend County COMMISSIONERS _____, _____.

01340

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 88 01 20

3. STATE APPLICATION IDENTIFIER (NOTE: TO BE ASSIGNED BY STATE)
a. NUMBER
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: CRIMINAL DISTRICT ATTORNEY
c. Street/P.O. Box: 401 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 713-342-0577

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 1-746001969-2

6. PROGRAM (From CFDA)
a. NUMBER: 8 9 . 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 all criminal cases presented to the District Attorney's Office; to provide legal assistance with investigations, search warrants, arrest warrants; to insure all cases accepted are prosecutable.

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: 203,000

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	22,519.00 .00
c. STATE	93,048.00 .00
d. LOCAL	.00
e. OTHER	.00
f. Total	$ 115,567 .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 88 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): N/A
Enter appropriate letter(s):

18. DATE DUE TO FEDERAL AGENCY ► (Year month day) 19 88 01 31

19. FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office
a. ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division
b. ADMINISTRATIVE CONTACT (IF KNOWN): Bobby Riggs
c. ADDRESS: P.O. Box 12428, Austin, Texas 78711

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

21. REMARKS ADDED [ ] Yes [x] 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 01-31-88
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

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 H. G. A. C.
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 H. G. A. C.
(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. and Criminal Justice Division
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 H. G. A. C. and ~~Criminal Justice Divi~~sion

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?
X Yes ___ No

See instructions for additional information to be provided. JAA Grant for $65,002/existing (1st y
CJD Grant for $65,306/existing (1st Yr.)

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

01342

0034

AS PER ORIGINAL

CJD-6

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) STATE CJ	(2) CASH MATCH	(3)	(4)	Total (5)
a. Personnel	$ 73,840.00	$ 18,460.00	$	$	$ 92,300.00
b. Fringe Benefits	16,233.00	4,059.00			20,292.00
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges	90,073.00	22,519.00			112,592.00
j. Indirect Charges	2,975.00	-0-			2,975.00
k. TOTALS	$ 93,048.00	$ 22,519.00	$	$	$ 115,567.00
7. Program Income	$	$	$	$	$

OMB Approval No. 80-R0186

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8 D-02	$22,519.00	$93,048.00	$	$115,567.00
9.				
10.				
11.				
12. TOTALS	$22,519.00	$93,048.00	$	$115,567.00

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: 90,073.00 (CJD) 22,519.00 (LOCAL MATCH)

22 Indirect Charges: 2,975.00 (CJD) -0-

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

CJD-8

AS PER ORIGINAL

01343

0034

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

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) Chief of Intake	100%	$ 33,600.00	$ 8,400.00	$42,000.00
(B) Asst. Dist. Atty./Intake	100%	$ 26,400.00	$ 6,600.00	$33,000.00
(C) Secretary/Intake	100%	$ 13,840.00	$ 3,460.00	$17,300.00
(D)		$	$	$
(E)		$	$	$
(F)		$	$	$
(G)		$	$	$
(H)		$	$	$
TOTAL DIRECT SALARIES		$ 73,840.00	$ 18,460.00	$ 92,300.00

2. Fringe Benefits

		% or $ Rate			
FICA	@	7.51%	$ 5,546.00	$ 1,387.00	$ 6,932.00
RETIREMENT	@	7%	$ 5,169.00	$ 1,292.00	$ 6,461.00
INSURANCE	@		$ 5,266.00	$ 1,317.00	$ 6,583.00
OTHER (EXPLAIN)	@	Wkmn. Comp.	$ 162.00	$ 41.00	$ 203.00
Unemployment Insurance			84.00	21.00	105.00
Social Security Administration Fee			6.00	1.00	7.00
TOTAL FRINGE BENEFITS		100 %	$ 16,233.00	$ 4,059.00	$ 20,292.00
TOTAL PERSONNEL BUDGET			$ 90,073.00	$22,519.00	$ 112,592.00

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.

AS PER ORIGINAL

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.

AS PER ORIGINAL 01346
0034

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

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.**

AS PER ORIGINAL

01349

Part III
Section F
Line 21

0034

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	$2,975.00	$XXXXXXXXX	$2,975.00

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

H. C. Gregory

1. Grant Number S F 8 8 D 0 2 1 5 2 1

GRANTEE NAME

Fort Bend County

Criminal Dist. Attorney

Project Title Screening Unit

Criminal District Attorney

PHONE 713-342-0577

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
1. No. of Personnel Assigned to the Unit	-0-	4	Additional secretary added at local expense and Chief A.D.A. included and funded by JAA funds for FY-88.
2.			
3 Number of Cases Referred to Unit	-0-	6000	
4 Number of Cases Screened by Unit	-0-	6000	
5 Number of Cases Accepted for Prosecution	-0-	5700	
6 Number of Cases Rejected	-0-	300	
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.

AS PER ORIGINAL

01350

0034

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 AS PER ORIGINAL 01353

0034

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

PROJECT TITLE: Screening Unit/Criminal District Attorney

H. C. Gregory
Project Director (Type or Print)

Criminal Investigator
Title

401 Jackson Street
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713)-342-0577
Telephone Number

Joyce Tompkins
Financial Officer (Type or Print)

County Auditor
Title

501 Jackson Street
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713)-342-3411, Ext. 360
Telephone Number

Jodie E. Stavinoha
Authorized Official (Type or Print)

County Judge
Title

Fort Bend County Courthouse Annex
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713)-342-3411 Ext. 200
Telephone Number

01354

0034

PROJECT SUMMARY

AS PER ORIGINAL

(1) **APPLICANT:** FORT BEND COUNTY

(2) **PROJECT TITLE:** SCREENING UNIT/CRIMINAL DISTRICT ATTORNEY

(3) **FUNDING YEAR:** 1 (2) 3 4 5 **EXEMPT** **ONE-TIME, ONLY** **(Circle one.)**

(4) **LOCAL PRIORITY:** #_____ of _____. **NO LOCAL PRIORITY** _____

(5) **NARRATIVE:**

A. Problem Statement - Prior to the institution of the Screening Unit on 11-01-87, the following problems existed: Assistant District Attorneys only available 20 hours per week for screening; Screening & after-hours schedule shared by 14 attorneys in 2 separate divisions; Officers required to drive from D.A. Office to J.P. Offices (5) for warrant; No specific attorney(s) assigned to assist officers with search warrants, etc. ; Officers required to personally present cases before Grand Jury; No fixed bond schedule for persons arrested; No tracking system in place between District Attorney, Sheriff and Clerk's Offices to insure an arrested person was not "lost" in the "system."

B. Project Plan - To create a separate Intake Division, comprised of two full-time A.D.A.s and a secretary to screen cases and assist officers in resolving legal questions 60 hours per week, with a specified on-call schedule for emergency intake covering the remaining time period; Screening Unit interface with the five J.P.s to provide a single site for presenting a case and receiving a warrant; Screening Unit interface with the Sheriff and clerks offices to insure accurate, rapid filing and transfer of all criminal justice documents at each stage of the process, to avoid persons "lost" in the system; Screening Unit attorneys to present all cases to the Grand Jury, thereby releasing officers to remain in jurisdiction, on duty.

C. Anticipated Results - To increase the avilability of the case intake function from 20 hours per week to 60 hours per week; Fix responsibility for the intake function and legal counsel to officers on two full-time attorneys; Eliminate the requirement that officers personally present their cases to a Grand Jury; Reduce the average time for officers to obtain a warrant from several hours to 30 minutes; Insure rapid transmission of accurate documentation to County, District Clerks and the Sheriff, to reduce the possibility of arrested persons becoming "lost" in the system. The foregoing will significantly reduce the time an officer must remain out-of-service and will materially effect the accuracy and speed with which criminal justice documentation attaches to a defendant.

D. Existing Resources -

This project will interface with the County, District Clerks, Sheriff, all Law Enforcement agencies within Fort Bend County, five Justice of the Peace Courts, two County Courts-At-Law and two District Courts to enhance the speed and accuracy with which arrested persons are charged, warrants issued, bonds set, Grand Jury presentations made, and defendants tracked through the Criminal Justice System.

There is no program in Fort Bend County which duplicates or overlaps functions of the Screening Unit.

FOR CONTINUATION PROJECTS ONLY

E. Achievements - Due to the fact that the Screening Unit has been in operation for only two months, statistical data is sparse. However, a trend appears to be developing in this short period of time which indicates a higher degree of cooperative effort between the Law Enforcement officers presenting cases and the Screening Unit attorneys. The increased assistance provided to Law Enforcement by the Screening Unit staff has reduced the case rejection rate from 8% to a current average of 3%. Should this trend continue, it will result in a higher conviction rate based upon better investigative effort.

IN ORDER FOR THIS PROJECT TO BE CONSIDERED, BOTH SIDES OF THIS FORM MUST BE COMPLETE

AS PER ORIGINAL

01355

0034

I LAST PRIOR APPROVED BUDGET		II BUDGET CATEGORY	III CURRENT PROJECT REQUEST		
CJD	LOCAL		CJD	LOCAL MATCH	TOTAL
		A. PERSONNEL			
$33,000.	$ -0-	1. One Asst. Dist. Atty.	$26,400	$6,600.00	$33,000.00
$17,300.	$ -0-	2. One Secretary	$13,840.	$3,460.00	$17,300.00
$42,000.	$ -0-	3. One Chief A.D.A. (Funded during FY-88 by JAA funds from Supp. Grant)	$33,600.	$8,400.	$42,000.00
$	$	4.	$	$	$
$20,292.	$ -0-	BENEFITS	$16,233.	$4,059.	$20,292.00
$112,592.	$ -0-	TOTAL PERSONNEL*	$90,073.	$22,519.	$112,592.00
*PERSONNEL + BENEFITS					
		B. PROFESSIONAL/CONTRACT SERVICES			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
$	$	**C. TRAVEL**	$	$	$
		D. EQUIPMENT			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
		E. CONSTRUCTION			
$	$	1.	$	$	$
		F. SUPPLIES & DIRECT OPERATING EXPENSE			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	5.	$	$	$
$	$	6.	$	$	$
$	$	TOTAL	$	$	$
$3,350.	-0-	**G. INDIRECT COSTS**	$2,975.	-0-	$2,975.00
$115,942	$ -0-	**H. GRAND TOTAL**	$93,048.	$22,519.	$115,567.00

AS PER ORIGINAL 01356 7

0034

RESOLUTION NUMBER 2

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 "Victim/Witness Assistance Unit."

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels that addition of the program known as the Victim/Witness Assistance Unit, will materially enhance the administration of justice in the county of Fort Bend, Texas, for all crime victims; and

WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the state of Texas, Criminal Justice Division;

NOW, THEREFORE BE IT RESOLVED, by the Commissioners Court of the County of Fort Bend, Texas, that the County submit a grant request to the Office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of Victim/Witness Assistance Unit.

PASSED AND APPROVED, this_____day of_____, _____.

COUNTY OF FORT BEND, TEXAS

_____

JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

_____

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____ adopted by the Fort Bend County COMMISSIONERS,_____, _____.

AS PER ORIGINAL

01357

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) 1988 01 30

3. STATE APPLICATION IDENTIFIER (NOTE: TO BE ASSIGNED BY STATE)
a. NUMBER 0034
b. DATE ASSIGNED (Year month day) 19

Leave Blank

4. LEGAL APPLICANT/RECIPIENT
a. Applicant Name: Fort Bend County
b. Organization Unit: Criminal District Attorney
c. Street/P.O. Box: 401 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) 342-0577

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 1-746001969-2

6. PROGRAM (From CFDA)
a. NUMBER 8 9 . 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 mandated programs designed to improve treatment of crime victims by providing services to support them and speed their recovery from criminal acts as they proceed through thecriminal justice system.

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: 203,000

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	11,381.00
c. STATE	20,503.00
d. LOCAL	.00
e. OTHER	.00
f. Total	$ 31,884.00

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 88 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): N/A
Enter appropriate letter(s):

18. DATE DUE TO FEDERAL AGENCY ► (Year month day) 19 88 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): Melda Benavidez

c. ADDRESS: P. O. Box 12428
Austin, Texas 78711

21. REMARKS ADDED
[ ] Yes [x] 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 01-30-88

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

STANDARD FORM 424 PAGE 1 (Rev. 4-84)

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 H. G. A. C.
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 H. G. A. C.
(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. & CRIMINAL JUSTICE DIVISION
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 H.G.A.C. & CRIMINAL JUSTICE DIVISION

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) CJD	(2) LOCAL MATCH	(3)	(4)	Total (5)
a. Personnel	$15,360.00	$ 8,640.00	$	$	$ 24,000.00
b. Fringe Benefits	3,692.00	2,417.00			6,109.00
c. Travel					
d. Equipment					
e. Supplies	576.00	324.00			900.00
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges	19,628.00	11,381.00			31,009.00
j. Indirect Charges	875.00	-0-			875.00
k. TOTALS	$20,503.00	$11,381.00	$	$	$31,884.00
7. Program Income	$	$	$	$	$

CJD-6

AS PER ORIGINAL 0034

01359

OMB Approval No. 80-R0186

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. A-02	$11,381.00	$20,503.00	$	$31,884.00
9.				
10.				
11.				
12. TOTALS	$11,381.00	$20,503.00	$	$31,884.00

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: $20,503.00 (CJD) $11,381.00 (Local cash match)

22 Indirect Charges: 875.00 (CJD)

23. Remarks: Local cash match is provided by Ft. Bend County Commissioners Court

PART IV PROGRAM NARRATIVE (Attach per instruction)

CJD-8

AS PER ORIGINAL

01360

0034

AS PER ORIGINAL

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

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) Director-Victim/Witness	100%	$ 15,360.00	$ 8,640.00	$ 24,000.00
(B)		$	$	$
(C)		$	$	$
(D)		$	$	$
(E)		$	$	$
(F)		$	$	$
(G)		$	$	$
(H)		$	$	$
TOTAL DIRECT SALARIES		$ 15,360.00	$ 8,640.00	$ 24,000.00

2. Fringe Benefits

	% or $ Rate	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
FICA	@ 7.51%	$ 1,082.00	$ 721.00	$ 1,803.00
RETIREMENT	@ 7%	$ 1,075.00	$ 605.00	$ 1,680.00
INSURANCE	@	$ 1,504.00	$ 1,067.00	$ 2,571.00
OTHER (EXPLAIN)	@ Wkmn. Comp.	$ 31.00	$ 24.00	$ 55.00
TOTAL FRINGE BENEFITS	100 %	$ 3,692.00	$ 2,417.00	$ 6,109.00
TOTAL PERSONNEL BUDGET		$ 19,052.00	$ 11,057.00	$ 30,109.00

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.

AS PER ORIGINAL 01362

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

Part III
Section F
Line 21

SCHEDULE F

0034

SUPPLIES & DIRECT OPERATING EXPENSE

DIRECTLY CHARGED SUPPLIES & OTHER OPERATING COSTS	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Postage	$ 192.00	$108.00	$300.00
(B) Supplies	$ 384.00	$216.00	$600.00
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL SUPPLIES & DIRECT OPERATING EXPENSE BUDGET	$ 576.00	$ 324.00	$ 900.00

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

A: Postage estimated at $25.00 monthly for letters, impact statements and other required communications.

B: Office supplies estimated at $50.00 monthly for stationery, forms, typewriter ribbons, copy paper, etc.

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	$ 875.00	$XXXXXXXXXX	$ 875.00

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

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS
A02-B: Victim Advocacy Projects

01363

AS PER ORIGINAL

FOR CJD USE ONLY
6.
[1-4]

PROJECT DIRECTOR
H. C. Gregory

GRANTEE NAME
Fort Bend County
District Attorney

PHONE 713-341-4460

1. Grant Number S F 8 7 A02/004 [5 15]

Project Title Victim-Witness Assistance Unit

2. Report Time Period 07 01 87 to 10 31 87
MO DAY YEAR [16-21] MO DAY YEAR [22-27]

3. Date Submitted 11 09 87
MO DAY YEAR [28-33]

4. Report Required (Circle One #) Quarterly 1 2 3 Final (4) [34]

5. Grant Start Date 10 01 86
MO DAY YEAR [35-40]

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
Required Indicators	(Information must be provided for every indicator. Record N/A if indicator is not applicable.)						
1. Number of victims in the following categories referred to the project. (Count each victim once.)							
a. Child victims of sexual abuse.	[41-43] 0	[48-51] 20	[64-67] 10	[64-67] 4	[64-67] 61	[64-67] 19	94
b. Child victims of other abuse.	[44-46] 0	[52-55] 10	[68-71] 1	[68-71] 0	[68-71] 18	[68-71] 5	24
c. Adult victims of sexual abuse.	[47-49] 0	[56-59] 50	[72-75] 9	[72-75] 1	[72-75] 1	[72-75] 3	14
d. Adult victims of family violence.	[50-52] 0	[60-63] 5	[76-79] 2	[76-79] 2	[76-79] 8	[76-79] 11	23
e. All other victims.	[53-55] 0	[64-67] 15	[80-83] 5	[80-83] 13	[80-83] 31	[80-83] 54	103

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 oumulative totals for the final report in this column.

01364

AS PER ORIGINAL

SECTION I

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

A02-B: Victim Advocacy Projects

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
Required Indicators	(Information must be provided for every indicator. Record N/A if indicator is not applicable.)						
2. Number of victims:							
a. Referred to the project.	[56-59] 0	[68-71] 100	[84-87] 27	[84-87] 20	[84-87] 61	[84-87] 92	227
b. Provided with crime scene crisis intervention counseling.	[60-63] 0	[72-75] 0	[88-91] 0	[88-91] 0	[88-91] 0	[88-91] 0	0
c. Provided with information regarding legal rights and remedies.	[64-67] 0	[76-79] 100	[92-95] 27	[92-95] 7	[92-95] 61	[92-95] 48	143
d. Accompanied to hospital.	[68-71] 0	[80-83] 0	[96-99] 0	[96-99] 0	[96-99] 0	[96-99] 0	0
e. Accompanied to police headquarters.	[72-75] 0	[84-87] 0	[100-103] 0	[100-103] 0	[100-103] 0	[100-103] 0	0
f. Provided with transportation to hospital or to police headquarters.	[76-79] 0	[88-91] 0	[104-107] 0	[104-107] 0	[104-107] 0	[104-107] 0	0
g. Provided with child care during visits to hospital or police headquarters.	[80-83] 0	[92-95] 0	[108-111] 0	[108-111] 0	[108-111] 0	[108-111] 0	0
h. Referred to other service provider agencies.	[84-87] 0	[96-99] 25	[112-115] 9	[112-115] 8	[112-115] 31	[112-115] 30	78
i. Provided with information regarding police, prosecutorial and court procedures, and victim responsibilities.	[88-91] 0	[100-103] 100	[116-119] 27	[116-119] 13	[116-119] 30	[116-119] 51	121

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.

01365

AS PER ORIGINAL

SECTION I

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

A02-B: Victim Advocacy Projects

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
Required Indicators	(Information must be provided for every indicator. Record N/A if indicator is not applicable.)						
j. Provided with information regarding the scheduling of police and prosecutorial, and court proceedings.	[92-97] 0	[R3-16-19] (3) 100	[R4-16-19] (4) 27	[R5-16-19] (5) 9	[R6-16-19] (6) 21	[R7-16-19] (7) 57	114
k. Accompanied to prosecutors' offices.	[98-101] 0	[20-23] 25	[20-23] 3	[20-23] 1	[20-23] 4	[20-23] 4	12
l. Accompanied to courts, including grand jury.	[102-105] 0	[24-27] 25	[24-27] 2	[24-27] 0	[24-27] 6	[24-27] 8	16
m. Provided with transportation to prosecutors' offices and courts, including grand jury.	[106-109] 0	[28-31] 25	[28-31] 5	[28-31] 0	[28-31] 0	[28-31] 2	7
n. Provided with child care during visits to prosecutors' offices and courts, including grand jury.	[R2 16-19] (2) 0	[32-35] 0	[32-35] 0	[32-35] 0	[32-35] 2	[32-35] 1	3
o. Provided with intercession with employers to seek release from work while participating in criminal justice proceedings.	[20-23] 0	[36-39] 25	[36-39] 0	[36-39] 1	[36-39] 0	[36-39] 3	4
p. Provided with assistance in obtaining temporary restraining orders.	[24-27] 0	[40-43] 10	[40-43] 1	[40-43] 1	[40-43] 5	[40-43] 2	9
q. Provided with assistance in filing state victims compensation claims.	[28-31] 0	[44-47] 100	[44-47] 9	[44-47] 2	[44-47] 15	[44-47] 12	38
r. Provided with assistance in preparing documents required or permitted by the Victim Impact Statement.	[32-35] 0	[48-51] 100	[48-51] 27	[48-51] 6	[48-51] 18	[48-51] 8	59

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.

01366

AS PER ORIGINAL

FOR CJD USE ONLY

SECTION I

PROGRESS REPORT - PROJECT GOAL ACHIEVEMENTS

PROJECT DIRECTOR

1. Grant Number S F 8 7 A 0 2 1 0 0 4

GRANTEE NAME

Project Title Victim-Witness Assistance Unit

Fort Bend County

District Attorney

PHONE 713-341-4460

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
1. Assist With Restitution	0	63	
2. Assist With Property Return to Victim	0	3	
3. Pre-Trial Orientation of Victim-Witness	0	5	
4. Witness Intimidation Intervention	0	12	
5. Out-Of-County Witness Assistance	0	17	
6. Public Awareness Presentations	0	13	
7. Assist Victims in Filing Charges	0	5	
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.

AS PER ORIGINAL

SECTION II
PROGRESS REPORT NARRATIVE

Grant Number SF-87-A021004

NARRATIVE REPORT SECTION: (report in the space provided; if more space is needed please submit additional pages.)

A. Explanation of Deviations from Project Goals. (Are project goals being achieved? If not, please explain.)

None

B. Problems Encountered. (Special circumstances, etc. affecting the project.)

None

C. Project Achievements. (Notable or special achievements accomplished by this project.)

None

D. General Comments. (Continue on reverse side, if necessary.)

None

E. Project Director Certification.

H. C. Gregory
Project Director (typed or printed name)

H. C. Gregory
Authorized Signature

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 01369

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

PROJECT TITLE: Victim/Witness Assistance Unit

H. C. Gregory
Project Director (Type or Print)

Criminal Investigator
Title

401 Jackson Street
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

713-342-0577
Telephone Number

Joyce Tompkins
Financial Officer (Type or Print)

County Auditor
Title

501 Jackson Street
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

713-342-3411
Telephone Number

Jodie E. Stavinoha
Authorized Official (Type or Print)

County Judge
Title

501 Jackson Street
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

713-342-3411
Telephone Number

PROJECT SUMMARY

AS PER ORIGINAL 01370

0034

(1) **APPLICANT:** Fort Bend County

(2) **PROJECT TITLE:** Victim/Witness Assistance Unit

(3) **FUNDING YEAR:** 1 2 (3) 4 5 **EXEMPT** **ONE-TIME, ONLY** (Circle one.)

(4) **LOCAL PRIORITY:** #_____ of _____. **NO LOCAL PRIORITY** _____

(5) **NARRATIVE:**

A. Problem Statement -With a current population of 203,000 and growing, Fort Bend County is experiencing an attendant increase in the number of crimes against persons to which the Victim/Witness Program must respond. Further, due to the effectiveness of the current program, many more victims/witnesses are made aware of the resources available to them through the Victim/Witness Assistance Program. Through experience, the Victim/Witness Coordinator has determined the need for additional services to victims/witnesses and has included these services in her existing program. These combined factors have galvanized the necessity for a continued, strong, active Victim/Witness Program for Fort Bend County.

B. Project Plan -

One Victim/Witness Coordinator shall continue to develop and implement programs in accordance with established Criminal Justice Division guidelines and maintain an active working relationship with appropriate local and area Social and Criminal Justice Agencies, to maximize the quality and quantity of the assistance provided. The Coordinator shall continue to present public awareness programs, designed to inform the general public of the resources available to them and procedures for obtaining such assistance, as a victim of or witness to a criminal act.

C. Anticipated Results - It is anticipated that the Victim/Witness Assistance Unit will provide direct and indirect assistance to 100% more individuals than in FY-1987. This, in spite of the following 1987 track record: Nearly 500% increase over original projection in the category "Assistance to Child Victims of Sexual Abuse;" Over 200% increase over original projection in the category "Assistance to Child Victims of Other Abuse;" Nearly 500% increase over original projection in the category "Assistance to Adult Victims of Family Violence;" And nearly 700% increase over original projection in the category "All Other Victims."

D. Existing Resources - The Victim/Witness Assistance Unit shall interface with the Fort Bend County Women's Refuge, Gulf Coast Legal Aid, Children's Protective Services, Orchard Creek Hospital, New Horizon's Clinic, Houston Clinic, Office of Early Childhood, Family Service Center, Parents of Murdered Children, Houston Child Guidance, and all area Law Enforcement Agencies, to provide a wide range of services to the Victims/Witnesses. There is no duplication or overlap of services between the Fort Bend County Victim/Witness Assistance Unit and the above mentioned agencies.

FOR CONTINUATION PROJECTS ONLY

E. Achievements - The Victim/Witness Assistance Unit has exceeded virtually all major goals set at the inception of this program. In the major categories of Required Indicators, the goals and achievements are as follows:

CHILD VICTIMS OF SEXUAL ABUSE:	1987 Goal=20	Achievement=94
CHILD VICTIMS OF OTHER ABUSE:	1987 Goal=10	Achievement=24
ADULT VICTIMS OF SEXUAL ABUSE:	1987 Goal=50	Achievement=14
ADULT VICTIMS OF FAMILY VIOLENCE:	1987 Goal=5	Achievement=23
ALL OTHER VICTIMS:	1987 Goal=15	Achievement=103

The Fort Bend County Victim/Witness Assistance Unit program was chosen by the Texas County and District Attorney's Assoc. as one of 25 among 2500 applicants to participate in a Ohio based seminar on Victim/Witness programs.

IN ORDER FOR THIS PROJECT TO BE CONSIDERED, BOTH SIDES OF THIS FORM MUST BE COMPLETE

I LAST PRIOR APPROVED BUDGET		II BUDGET CATEGORY	III CURRENT PROJECT REQUEST		
CJD	LOCAL		CJD	LOCAL MATCH	TOTAL
		A. PERSONNEL			
$19,200.	$ 4,800.	1. Director, Victim/Witness Unit	$15,360.	$ 8,640.	$ 24,000.00
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$ 4,616.	$1,178.	BENEFITS	$ 3,692.	$ 2,417.	$ 6,109.00
$23,816.	$5,978.	TOTAL PERSONNEL*	$19,052.	$11,057.	$ 30,109.00
		*PERSONNEL + BENEFITS			
		B. PROFESSIONAL/CONTRACT SERVICES			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
$	$	**C. TRAVEL**	$	$	$
		D. EQUIPMENT			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
		E. CONSTRUCTION			
$	$	1.	$	$	$
		F. SUPPLIES & DIRECT OPERATING EXPENSE			
$ 720.00	$180.00	1. Postage & Office Supplies	$576.00	$ 324.00	$ 900.00
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	5.	$	$	$
$	$	6.	$	$	$
$ 720.00	$180.00	TOTAL	$576.00	$ 324.00	$ 900.00
$ 1,025.	-0-	**G. INDIRECT COSTS**	$875.00	-0-	$ 875.00
$ 25,561.	$ 6,158.	**H. GRAND TOTAL**	$20,503.	$ 11,381.	$ 31,884.00

RESOLUTION NUMBER 3

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 "Special Crimes Unit, Criminal District Attorney's Office"

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels that addition of the program known as the Special Crimes Unit, Criminal District Attorney's Office, 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 Special Crimes Unit, Criminal District Attorney's Office.

PASSED AND APPROVED, this_____day of_____, _____.

COUNTY OF FORT BEND, TEXAS

JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

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 3 adopted by the Fort Bend County COMMISSIONERS, _____, _____.

AS PER ORIGINAL

01373

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 88 01 05

3. STATE APPLICATION IDENTIFIER (NOTE: TO BE ASSIGNED BY STATE)
a. NUMBER: 0034
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: Criminal District Attorney
c. Street/P.O. Box: 401 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) 342-0577

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 1-746001969-2

6. PROGRAM (From CFDA)
a. NUMBER: 8 9 . 0 0 2
MULTIPLE [ ]
b. TITLE: Special Crimes Unit

7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.) Special Crimes Unit, Fort Bend County Criminal District Attorney's Office.

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: 203,000

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	15,122 .00
c. STATE	26,708 .00
d. LOCAL	.00
e. OTHER	.00
f. Total	$ 41,830 .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: D

15. PROJECT START DATE (Year month day): 19 88 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

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
Austin, Texas 78711

21. REMARKS ADDED
[ ] Yes [X] 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 01/30/88

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

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 H.G.A.C.
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 H.G.A.C.
(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. and C.J.D.
Date ___

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ___ No

Check one: State [ ] Local [ ] Regional [X]
Location of Plan H.G.A.C. & C.J.D.

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				Total
	(1) CJD	(2) LOCAL MATCH	(3)	(4)	(5)
a. Personnel	$ 20,844.00	$ 12,300.00	$	$	$ 33,144.00
b. Fringe Benefits	4,802.00	2,822.00			7,624.00
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges	25,646.00	15,122.00			40,768.00
j. Indirect Charges	1,062.00	-0-			1,062.00
k. TOTALS	$ 26,708.00	$ 15,122.00	$	$	$ 41,830.00
7. Program Income	$	$	$	$	$

CJD-6

AS PER ORIGINAL

C1375

0034

OMB Approval No. 80-R0106

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. D-02	$ 15,122.00	$ 26,708.00	$	$ 41,830.00
9.				
10.				
11.				
12. TOTALS	$ 15,122.00	$ 26,708.00	$	$ 41,830.00

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: $25,646.00 (CJD) $15,122.00 (LOCAL MATCH)

22 Indirect Charges: 1,062.00 (CJD)

23. Remarks: Local cash match will be provided by County funds.

PART IV PROGRAM NARRATIVE (Attach per instruction)

CJD-8

AS PER ORIGINAL

01376

0034

AS PER ORIGINAL

01377
0034
Part III
Section F
Line 21

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

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) Assistant District Atty.	100%	$ 20,844.00	$ 12,300.00	$ 33,144.00
(B)		$	$	$
(C)		$	$	$
(D)		$	$	$
(E)		$	$	$
(F)		$	$	$
(G)		$	$	$
(H)		$	$	$
TOTAL DIRECT SALARIES		$ 20,844.00	$ 12,300.00	$ 33,144.00

2. Fringe Benefits

	% or $ Rate			
FICA	@ 7.51%	$ 1,517.00	$ 973.00	$ 2,490.00
RETIREMENT	@ 7%	$ 1,485.00	$ 835.00	$ 2,320.00
INSURANCE	@	$ 1,718.00	$ 966.00	$ 2,684.00
OTHER (EXPLAIN)	@ Wkmn. Comp.	$ 55.00	$ 31.00	$ 86.00
	Unemployment	27.00	15.00	42.00
Administration Fee/Social Security		-0-	2.00	2.00
TOTAL FRINGE BENEFITS	100 %	$ 4,802.00	$ 2,822.00	$ 7,624.00
TOTAL PERSONNEL BUDGET		$ 25,646.00	$ 15,122.00	$ 40,768.00

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.

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	$ 1,062.00	$XXXXXXXXX	$1,062.00

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

H. C. Gregory

1. Grant Number S F 8 7 D 0 2 0 7 7 9

GRANTEE NAME

Fort Bend County

Project Title Special Crimes Unit

PHONE 713-342-0577

REQUIRED INDICATORS	Annual Level at Project Start	Projected Level at Project Completion	Remarks (Optional)
1. No. of personnel assigned to the unit	1	1	
2. No. of investigations opened	46	50	
3. No. of convictions obtained	4	10	
4. No. of years to which offenders were sentenced through convictions	16	50	
5. No. of investigations closed	20	50	
6. No. of investigations pending	34	45	
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.

AS PER ORIGINAL

01379

0034

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

01381

0034

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

PROJECT TITLE: Special Crimes Unit, Criminal District Attorney

H. C. Gregory
Project Director (Type or Print)

Criminal Investigator
Title

401 Jackson Street
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713) 342-0577
Telephone Number

Joyce Tompkins
Financial Officer (Type or Print)

County Auditor
Title

500 Jackson Street
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713) 342-3411
Telephone Number

Jodie E. Stavinoha
Authorized Official (Type or Print)

County Judge
Title

500 Jackson Street
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713) 342-3411
Telephone Number

PROJECT SUMMARY

AS PER ORIGINAL... 01382

0034

(1) APPLICANT Fort Bend County

(2) PROJECT TITLE: Special Crimes Unit/Criminal District Attorney's Office

(3) FUNDING YEAR 1 2 (3) 4 5 EXEMPT ONE-TIME ONLY (Circle one)

(4) LOCAL PRIORITY: #_____ of _____ NO LOCAL PRIORITY _____

(5) NARRATIVE:

A. Define the problem (Rating questions #1, #2) With a population of 203,000 and growing, Ft. Bend County is experiencing a significant increase in commercial fraud, consumer fraud and sensitive public integrity investigations. Currently there is no law enforcement agency within Ft. Bend County with the in-house capability to conduct these investigations effectively, absent the assistance o a prosecutor throughout the entire course of the investigation. Present case load of staff attorneys precludes the assignment of a specific attorney to assist law enforcement on a full-time basis, during the investigative stage of the case. The part-time assistance of various attorneys fails to provide the continuity of, familiarity with & overall coordination of the complicated case.

B. Describe project activities (Rating questions #3, #4) One Assistant District Attorney shall be designated to provide "hands-on" assistance to law enforcemen officers from the inception of a Special Crimes investigation. This assistance shall include direct help with search warrants, arrest warrants and subpoenas; Resoultion of legal problems, including "on-scene" assistance, as needed; Co-ordination of multi-agency/multi-jurisdictional investigations; Presentation of all Special Crimes cases to Grand Juries; and prosecution of all Special Crimes cases, as possible. The Special Crimes Unit attorney shall remain on 24 hour "on-call" schedule to law enforcement agencies for Special Crimes matters.

C. List project goals and anticipated results (Rating question #5) The goal of the Special Crimes Unit is to provide the coordination, guidance and assistance to law enforcement agencies necessary to effectively combat the proliferation of complex commercial fraud, consumer fraud, sensitive public integrity matters an narcotic asset seizure/forfeitures. It is antitipated that 50 investigations will be opened in FY-89; resulting in 10 convictions; totaling 50 years, with narcotic asset forfeitures in excess of $100,000.00 This Unit will provide the sole concerted effort within Fort Bend County to combat the proliferation of these "Special Crimes."

D. List project's effect on existing resources & coordination with other agencies (Rating questions #6, #7)
The Special Crimes Unit shall assist all law enforcement agencies in Fort Bend County, as requested, in the investigation of Special Crimes matters.

There are no duplicate or overlapping programs in existence in Fort Bend County.

FOR CONTINUATION PROJECTS ONLY

E. List achievements for each year program has been funded (Rating question #10)
During FY-87, the Special Crimes Unit opened 46 investigations; obtained 4 convictions totaling 10 years and $5500.00 in restitution; and $68,900.00 was forfeited to local law enforcement.
The cumulative achievements for the Special Crimes Unit from inception in September, 1986 to December 31, 1987 included: 53 investigations initiated; 36 individuals indicted and awaiting trial; 10 investigations remaining open; 7 convictions, totaling 16 years, $5500.00 in restitution and forfeitures of narcotic assets in the amount of $68,900.00 in cash to local law enforcement.

IN ORDER FOR THIS PROJECT TO BE CONSIDERED, BOTH SIDES OF THIS FORM MUST BE COMPLETE

AS PER ORIGINAL

1383

0034

LAST PRIOR APPROVED BUDGET CJD	LAST PRIOR APPROVED BUDGET LOCAL	BUDGET CATEGORY	CURRENT PROJECT REQUEST CJD	CURRENT PROJECT REQUEST LOCAL MATCH	CURRENT PROJECT REQUEST TOTAL
		A. PERSONNEL			
$ 26,056	$ 7,088.	1. One Assistant District Attorney	$ 20,844.	$ 12,300	$ 33,144.00
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$ 6,003	$ 1,501.	BENEFITS	$ 4,802.	$ 2,822	$ 7,624.00
$ 32,059	$ 8,589.	TOTAL PERSONNEL *	$ 25,646.	$ 15,122	$ 40,768.00
* PERSONNEL	* BENEFITS				
		B. PROFESSIONAL/CONTRACT SERVICES			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3	$	$	$
$	$	**C. TRAVEL**	$	$	$
		D. EQUIPMENT			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
		E. CONSTRUCTION			
$	$	1.	$	$	$
		F. SUPPLIES & DIRECT OPERATING EXPENSE			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	5.	$	$	$
$	$	6.	$	$	$
$	$	TOTAL	$	$	$
$ 1,355.	-0-	**G. INDIRECT COSTS**	$ 1,062.	-0-	$ 1,062.00
$ 33,414	$ 8,589.	**H. GRAND TOTAL**	$ 26,708.	$ 15,122	$ 41,830.00

Deloitte Haskins+Sells

AGENDA ITEM #9 1/5 xc: 4 Commissioners
County Clerk 01384

0034

1200 Travis
Houston, Texas 77002
(713) 651-1700
Telex 762840

Mr. Larry D. Wagenbach
Assistant District Attorney
Fort Bend County
Courthouse Annex
Richmond, Texas 77469

January 5, 1988

Dear Larry:

Since we were retained on December 21, 1987 by the Commissioners Court as Fort Bend County's independent auditors for the year ended December 31, 1987, I am enclosing three executed copies of a proposed audit contract. I patterned it after our previous contract with Fort Bend County.

If you have any suggested changes, please let me know. Otherwise I will assume that there are no problems with it and that you will have it executed and return a copy to me.

Thanks for your help.

Sincerely,

James L. Williams
Partner

Enclosures (3)
cc: Jodie E. Stavinoha, County Judge
Joyce Tompkins, County Auditor
(both with enclosures)

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT, dated the _____ of January 1988, 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, 1987. 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, 1987. 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, 1987, 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 Accountant.....	61-73
Administrative Staff.....	65

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 $46,000. 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 $46,000 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:

_____
Assistant District Attorney

FUNDS ARE, OR WILL BE AVAILABLE TO MEET THIS OBLIGATION WHEN DUE.

APPROVED:

_____
Fort Bend County Auditor

FORT BEND COUNTY, TEXAS

By_____
County Judge

DELOITTE HASKINS & SELLS
Certified Public Accountants

By_____
Partner

AGENDA ITEM
12

AS PER ORIGINAL

01388

GREATER FORT BEND
ECONOMIC DEVELOPMENT
COUNCIL

0034

January 1, 1988

Ms. Kathy Hynson
Fort Bend County
500 Jackson
Richmond, Texas 77469

Trustee Membership,	Judge Jodie Stavinoha	$1,500.00
	Commissioner Johnnie Pustak	1,500.00
	Commissioner Ben Denham	1,500.00
	Commissioner Alton Pressley	1,500.00
	Commissioner Bob Lutts	1,500.00
		$7,500.00

Thank you

Happy New Year

JAN - 6
COUNTY JUDGE

One Fluor Drive Sugar Land, Texas 77478 (713) 242-0000

1/5 xc: 4 Commissioners
County Clerk

AS PER ORIGINAL

AGENDA ITEM
#13

01389
0034

JIM BARRON
Second Vice President
Commissioner, Yoakum County
P O. Box 120
Plains, Texas 79355

ADOLPH THOMAE, JR.
President
Commissioner, Cameron County
Box 182
San Benito, Texas 78586

DOUG H. SMITH
First Vice President
Secretary-Treasurer
County Judge, Coryell County
County Courthouse
Gatesville, Texas 76528

agenda

January 1, 1988

S T A T E M E N T

Annual dues for the County Judges and Commissioners Association of Texas are now due. Please send your counties' check for $200.00 to:

Honorable Doug H. Smith
Secretary-Treasurer
County Judges & Commissioners Assn. of Texas
Coryell County Courthouse
Gatesville, Texas 76528

RECEIVED
JAN - 4
COUNTY JUDGE

14. REDUCE CAPIAS FEE TO $12 FOR DELINQUENT CHILD SUPPORT CASES PER STATUTE AND REQUEST OF DOMESTIC RELATIONS JUDGE STANSBURY:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reduce fee to $12 for Delinquent child support cases per statute. (Recorded in minutes in full)

15. CONSIDER APPROVAL OF 1987-91 OFF-STATE SYSTEM FEDERAL-AID BRIDGE REPLACEMENT & REHABILITATION PROGRAM AS PROPOSED BY STATE HWY. DEPT.:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve 1987-91 Off-State System Federal-Aid Bridge replacement & rehabilitation program as proposed by State Hwy. Department. (Recorded in minutes in full)

16. CONSIDER PROJECTS TO BE INCLUDED IN THE STATE HWY. DEPT.'S 1988-92 URBAN SYSTEM PROGRAM (MAJOR URBANIZED AREAS):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve projects to be included in the State Hwy. Departments 1988-92 Urban System Program (major urbanized areas). (Recorded in minutes in full)

17. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH CITIES OF BEASLEY, ORCHARD & FULSHEAR IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Interlocal Agreements with the following: (Recorded in minutes in full)

FBC & City of Beasley - maintenance, repair and construction of streets, roads, and drainage
FBC & City of Orchard - maintenance, repair and construction of streets, road, and drainage
FB Drainage & City of Fulshear - maintenance, repair and construction of drainage within the corporate limits of said City
FBC & City of Fulshear - maintenance, repair and construction of streets, roads, and drainage;
enforcement of health regulations
enforcement of animal control
housing of city prisoners in jail

18. 10:00 A.M.-HOLD PUBLIC HEARING TO CONSIDER PRIVATE SEWAGE FACILITY ORDINANCE, AND CONSIDER TAKING ACTION:

Ron Drachenberg, County Engineer discussed the proposed regulations.

No public comments

No court actions

19. CONSIDER AMENDMENT TO AGREEMENT FOR UTILIZATION OF SYSTEM 36 COMPUTER IN COUNTY CLERK'S OFFICE:

Moved by Commissioner Pressley, to approve agreement for utilization of System 36 computer in County Clerk's office.

Failed due to lack of a second.

AGENDA ITEM
14

AS PER ORIGINAL

01391

0034

THOMAS O. STANSBURY
JUDGE, 328TH DISTRICT COURT
FORT BEND COUNTY COURTHOUSE
RICHMOND, TEXAS 77469

(713) 342-3411

January 5, 1988

Honorable Jodie Stavinoha
County Judge
Fort Bend County Courthouse

Re: CAPIAS FEE

Dear Judge:

By order of the Commissioner's Court issued September 21, 1987, constable fees were raised to a uniform $40 dollars. Included is a provision for a $40 fee for service of civil capias.

Due to legislation enacted in September 1987, the 328th will use the capias to bring absent delinquent payors before this Court to answer past due child support allegations. However, the additional $40 fee will work an undue hardship on payees who will be required to pay a total of $60 to have the capias served. In other words, folks who aren't paying their child support may slip through the system.

Therefore, I request that the fee for service of a civil capias be set at the original $12.00 as provided in the Texas Code of Criminal Procedure Article 102.001 and the Texas Family code Article 14.31 (e).

Sincerely,

Thomas O. Stansbury

TOS/er

cc: Larry Wagenbach

Enclosures

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§ 1, eff. Sept. 1, 1985.]

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ERAL COSTS

e Officers.

Article
102.006. Fees in Expunction Proceedings.
102.007. Fee for Collecting and Processing Sight Order.
102.008. Fees for Services of Prosecutors.
102.009. Court Costs in Certain Counties.

[Article 102.010 reserved for expansion]

102.011. Fees for Services of Peace Officers in Certain Counties.

[Articles 102.012 to 102.050 reserved for expansion]

SUBCHAPTER B. CRIMINAL JUSTICE PLANNING FUND

102.051. Misdemeanor and Felony Costs.
102.052. Record of Collection.
102.053. Reports Required.
102.054. Transfer of Funds to Comptroller.
102.055. Special Fund.
102.056. Distribution of Funds.

SUBCHAPTER A. GENERAL COSTS

Art. 102.001. Fees for Services of Peace Officers

(a) A defendant convicted of a misdemeanor shall pay the following fees for services performed in the case by a peace officer:

(1) $3 for executing an arrest warrant or capias for a Class C misdemeanor or for making an arrest without a warrant for a Class C misdemeanor;

(2) $12 for executing an arrest warrant or capias for a misdemeanor other than a Class C misdemeanor or for making an arrest without a warrant for a misdemeanor other than a Class C misdemeanor;

(3) $1 for summoning a witness;

(4) $2 for serving a writ not otherwise listed in this article;

(5) $2 for taking and approving a bond and, if necessary, returning the bond to the courthouse;

(6) $2 for a commitment or release;

(7) $2 for summoning a jury, if a jury is summoned; and

(8) $4 for each day's attendance of a prisoner in a habeas corpus case if the prisoner has been remanded to custody or held to bail.

(b) In addition to fees provided by Subsection (a), a defendant required to pay fees under this article shall also pay 15 cents per mile for mileage required of an officer to perform a service listed in this subsection and to return from performing that service. If the service provided is the execution of a writ and the writ is directed to two or more persons or the officer executes more than one writ in a case, the defendant is required to pay only mileage actually and necessarily travelled. In calculating mileage, the officer must use the railroad or the most practical route by private conveyance. This subsection applies to:

(1) conveying a prisoner after conviction to the county jail;

(2) conveying a prisoner arrested on a warrant or capias issued in another county to the court or jail of the county in which the warrant or capias was issued; and

(3) traveling to execute criminal process, to summon or attach a witness, and to execute process not otherwise described by this article.

(c) If an officer attaches a witness on the order of a court outside the county in which he serves, the defendant shall pay $5 per day or part of a day spent by the officer conveying the witness and actual necessary expenses for travel by the most practical public conveyance. In order to receive expenses under this subsection, the officer must make a sworn statement of the expenses and the judge issuing the attachment must approve the statement.

(d) A defendant shall pay for the services of a sheriff or constable who serves process and attends an examining trial in a misdemeanor case the same fees allowed for those services in the trial of a misdemeanor, not to exceed $3.

Text of subsec. (c) as added by Acts 1987, 70th Leg., ch. 167, § 4.01(a), eff. Sept. 1, 1987

(e) The fees assessed under Subdivisions 1 and 2 of Subsection (a) of this article shall be assessed on conviction, regardless of whether the defendant was also arrested at the same time for another offense, and shall be assessed for each arrest made of a defendant arising out of the offense for which the defendant has been convicted. For purposes of this article, the term "arrest" includes the issuance by a peace officer of a written notice to appear in court, following the defendant's alleged violation of a traffic law or municipal ordinance.

Text of subsec. (e) as added by Acts 1987, 70th Leg., ch. 821, § 1, eff. Sept. 1, 1987

(e) This article does not apply to a county with a population of two million or more.

(f) The clerk of a court or a county clerk who receives fees imposed under Subsection (a) of this section for services performed by peace officers employed by the state shall forward the fees to the

provisions or rules of law. Claims that may be joined include but are not limited to proceedings to:

(A) enforce a child support order by contempt under Section 14.40 of this code;

(B) reduce child support arrearages to judgment under Section 14.41 of this code;

(C) require a person obligated to support a child to furnish bond or other security under Section 14.42 of this code;

(D) require withholding from earnings under Section 14.43 or Subchapter C of this chapter;[1]

(E) enforce a right of possession of or access to a child by contempt under Section 14.50 of this code;

(F) require a person to furnish bond or other security to ensure compliance with a court order for possession of and access to a child under Section 14.51 of this code;

(G) transfer the proceeding because venue is improper under Section 11.06 of this code;

(H) petition for further action concerning a child under Section 11.07 of this code;

(I) modify an existing order or decree under Section 14.08 of this code;

(J) petition for a writ of habeas corpus under Section 14.10 of this code;

(K) recover damages under Chapter 36 of this code;

(L) initiate procedures for withholding child support from earnings without the necessity of further action by the court under Sections 14.44 and 14.45 of this code; and

(M) recover under any reciprocal enforcement of support act or interstate income withholding act whether as rendering or responding state.

(c) Duty of Court on Filing of Motion. On the filing of a motion under this subchapter, the court shall order the time, place, and date of the hearing at which the respondent shall appear and respond to the motion. It is not necessary for the notice of hearing or show cause order to repeat the matters pleaded or prayed for in the motion for enforcement. The hearing shall be held no sooner than 10 a.m. of the Monday next after the expiration of 20 days from the date of service, except that if enforcement by contempt, income withholding, or both, are the only remedies sought by the movant, the court may direct the respondent to appear on a date not sooner than 10 days from the date of service to show cause why the motion for enforcement should not be granted.

(d) Notice of Motion. A respondent or alleged contemnor is entitled to 10 days' notice of a proceeding under Rule 308–A of the Texas Rules of Civil Procedure or of a proceeding under this subchapter in which enforcement of child support by contempt, income withholding, or both are the only remedies sought. In all other proceedings the provisions of the Texas Rules of Civil Procedure applicable to the filing of an original lawsuit shall apply to a motion to enforce under this subchapter. Each party whose rights, privileges, duties, or powers may be affected by the motion to enforce is entitled to receive notice by the service of citation commanding the person to appear by filing a written answer, unless the proceeding is brought under Sections 14.44 and 14.45 of this code. An employer who may be directed to withhold income from earnings under Section 14.43 or 14.45 of this code need not be given notice of the proceedings prior to the issuance of an order or writ for income withholding. After the filing of an answer, the proceedings shall be conducted in the same general manner as in other civil cases.

(e) Notice and Capias. When enforcement of any permanent order entered under this subtitle is sought, notice of any motion, other than a motion for contempt, is sufficient if it is given to respondent as provided by the Texas Rules of Civil Procedure. When enforcement of an order is sought by a motion for contempt, the respondent shall be personally served with notice directing the respondent to appear for a hearing at a designated time and place. If the respondent fails to appear at the hearing at the time and place designated, the movant's attorney may request the issuance of a capias for the arrest of the respondent. If the court grants the request, it shall also set an appearance bond or security in a reasonable amount at the same time that the capias is issued. It shall be rebuttably presumed that an appearance bond or security in the amount of $1,000, or a cash bond in the amount of $250, is reasonable. The capias shall be treated by law enforcement officials in the same manner as a misdemeanor arrest warrant for a criminal offense, including entry in a local police or sheriff's computer record of outstanding warrants, but shall not be entered in a state or federal computer record of outstanding warrants. If the respondent is taken into custody and released on bond, the bond shall be conditioned on the respondent's promise to appear in court for a hearing on the merits as required by the court without the necessity of further personal service of notice on the respondent by an officer. If the respondent is taken into custody and

Please give to
Judge Valikonis -
Dr. Bezecny

01143 H

AS PER ORIGINAL

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0034

COURT ORDER

STATE OF TEXAS

COUNTY OF FORT BEND

BE IT REMEMBERED that at a regular meeting of the Commissioners Court of Fort Bend County, Texas, held on the 21st day of September, 1987, on a motion made by Commissioner Lutts and seconded by Commissioner Denham, the following order was adopted:

WHEREAS, Article 3926a, as amended, VTCS, authorizes the Commissioners Court of each County to set reasonable fees to be charged for certain services by the office of Sheriff, Constables, County Clerk, District Clerk and Justice Courts.

WHEREAS, the Commissioners Court is of the opinion that the following fees are reasonable and should be established for this service in Fort Bend County:

Capias (civil)	$ 40.00
Citation (posting, personal service & published)	$ 40.00
Deposition of Subpoena	$ 40.00
Forcible Detainer	$ 40.00
Justice Court Citation	$ 40.00
Notices (personal service & posted)	$ 40.00
Precepts	$ 40.00
Show Cause	$ 40.00
Small Claim Citations	$ 40.00
Subpoena	$ 40.00
Summons	$ 40.00
Summons & Complaint	$ 40.00
Temporary Restraining Order	$ 40.00
Writs:	
Attachment	$ 40.00
Certeorari	$ 40.00
Destress Warrant	$ 40.00
Execution Order of Sale	$ 40.00
Execution	$ 40.00
Garnishment	$ 40.00
Habeas Corpus	$ 40.00
Injunction	$ 40.00
Possession	$ 40.00
Scire Facias	$ 40.00
Sequestration	$ 40.00
Delivery/Replevy Bond	$ 10.00
Housing Inmates (per day for jurisdiction in Fort Bend County)	$ 20.00
Law Library	$ 10.00
Mental Commitment Order	$130.00
Trustee Sale	$ 10.00

AGENDA ITEM
AS PER ORIGINAL #15 01395

0034

COMMISSION
ROBERT H. DEDMAN, CHAIRMAN
JOHN R. BUTLER, JR.
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION

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

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

December 22, 1987

IN REPLY REFER TO
ADE-P

1987-91 Off-State System Federal-Aid Bridge
Replacement and Rehabilitation Program

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

Dear Judge Stavinoha:

This is to advise you that the structures shown on the attached sheet have been selected for replacement under the subject program.

Attached are copies of a Construction and Maintenance Agreement for each structure. All copies must be completed and returned to us for further handling. As specified in the first paragraph of the agreement, Exhibit A (a resolution setting forth the action taken by Commissioners Court) must accompany your submission. After approval by the State, a copy of each executed agreement will be returned to you for your files.

Please note that the agreement for the structure on Cow Creek Road at Cow Creek also requires approval by Brazoria County. We will obtain their approval after you return the agreements to us.

If you have any questions regarding this matter, please contact Mr. James Grayson or Ms. Lisa Thomas at 869-4571, extension 747.

RECEIVED
DEC 29 1987
COUNTY JUDGE

Sincerely,

Milton M. Dietert
District Engineer
District No. 12

Attachments

1987-91 OFF-SYSTEM BRIDGE FEDERAL-AID REPLACEMENT AND REHABILITATION PROGRAM

SELECTED PROJECTS FOR FOR BEND COUNTY

COUNTY	ROAD-STREET	STR ID NO.	DESCRIPTION OF WORK	EST. COST
Fort Bend	Bois D'Arc Road	AA0354001	Replace Bridge and Approaches	$400,000
BRIDGE LOCATION: Bessie's Creek EXIST. FACILITY: 1 Lane, 15.0' Rdwy			PROP. FACILITY: 2 Lanes, 40.0' Rdwy	
Fort Bend Brazoria	Cow Creek Road	AA0713001	Replace Bridge and Approaches	$310,000
BRIDGE LOCATION: Cow Creek EXIST. FACILITY: 1 Lane, 13.0' Rdwy			PROP. FACILITY: 2 Lanes, 40.0' Rdwy	

#15

1/11/88 Agenda
D13960-A

County Fort Bend
Control
Project
Highway

0034

CONSTRUCTION AND MAINTENANCE AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

THIS AGREEMENT, made the date shown hereinafter, by and between the State Department of Highways and Public Transportation, hereinafter called the "Department", and Fort Bend County, a local government, or governmental agency or entity, hereinafter called the "Governmental Agency" acting by and through its Commissioner's Court and by virtue of the authority shown on Exhibit A attached hereto and made a part hereof.

W I T N E S S E T H

WHEREAS, the Governmental Agency is the owner of a bridge located on a public road or street within its jurisdiction at Bois D'Arc Road at Bessie's Creek (AA0354001); and

WHEREAS, under Title 23, United States Code as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987 and subsequent Federal legislation, a program entitled 1987-91 Off-State System Federal-Aid Bridge Replacement and Rehabilitation Program has been approved by the State Highway and Public Transportation Commission and said bridge is included in this program; and

WHEREAS, it is incumbent upon the Department to assure accomplishment of this work.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The Governmental Agency hereby authorizes the Department or its contracted consultant and Department's contractor to enter on the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspection, construction and other purposes necessary to replace or rehabilitate said bridge and approaches.

2. The Governmental Agency agrees to provide, at its expense, the necessary adjustment of any and all utilities and services, whether publicly or privately owned, as may be necessary to permit the work authorized herein. Existing utilities will be adjusted in respect to location and type of installation in accordance with requirements of the Department.

AS PER ORIGINAL

3. The Governmental Agency agrees to provide 20% of the actual construction cost of the bridge replacement or rehabilitation project, including preliminary engineering and construction engineering, or that portion of the cost of the project not reimbursable by the Federal Highway Administration. The Governmental Agency further agrees to acquire, at no cost to the Department, any additional right of way, if required.

Within 30 days following execution of this agreement the Governmental Agency agrees to pay to the Department by check made payable to the State Department of Highways and Public Transportation an amount equal to 10% of the estimated cost of the project. Forty-five days prior to the Department's scheduled date for the contract letting, the Governmental Agency agrees to pay to the Department an amount equal to the remaining 10% of its obligation. If, at any time during plan development or construction of the project, it is found that the amount received is insufficient to pay the Governmental Agency's obligation, then the Department shall immediately notify the Governmental Agency which shall promptly transmit the required amount to the Department. After the project is completed, the actual cost will be determined by the Department, based on its standard accounting procedures, and any excess funds paid by the Governmental Agency shall be returned to the Governmental Agency.

4. If, after execution of the agreement, the Governmental Agency elects to terminate the project, the Governmental Agency shall be responsible for those eligible expenses incurred by the State which are attributable to the project.

5. The Department will prepare or provide for the construction plans, advertise for bids and let the construction contract, or otherwise provide for the construction and will supervise the construction or reconstruction as required by the plans. The cost of all services performed by the Department will be borne by others. It is mutually agreed that as the project is developed to the construction stage, both parties shall approve the plans by signature approval thereon, and a copy of such plans will be attached hereto, marked "Exhibit B", and made a part hereof.

6. In the event the terms of this agreement are in conflict with the provisions of any other existing agreements and/or contracts between the Governmental Agency and the Department, this agreement shall take precedence over the other agreements and/or contracts.

7. Upon completion of the project, the Governmental Agency agrees to accept ownership and operate and maintain the facility authorized by this agreement for the benefit of the public without charge.

8. The Governmental Agency agrees to indemnify the Department against any and all claims for damages to adjoining, abutting or other property for which the Department is or may be liable arising out of, incident to or in any manner associated with or attributed to the project.

01396-C
AS PER ORIGINAL

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the date herein stated.

THE GOVERNMENTAL AGENCY

Fort Bend County
Name of Governmental Agency

By: John E. Stavenoha

COUNTY JUDGE
Title of Executing Official

ATTEST:

Dianne Wilson

County Clerk
Title

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.

APPROVED:

By: Roger D. Welsch
Deputy Director, Design and Construction

Date 2-18-88

#15

1/11/88 Agenda
01396-D

AS PER ORIGINAL

County Fort Bend & Brazoria
Control
Project
Highway

CONSTRUCTION AND MAINTENANCE AGREEMENT

FOR BRIDGE REPLACEMENT OR REHABILITATION

OFF THE STATE SYSTEM

THIS AGREEMENT, made the date shown hereinafter, by and between the State Department of Highways and Public Transportation, hereinafter called the "Department", and Fort Bend County and Brazoria County, two local governments, or governmental agencies or entities, hereinafter called the "Governmental Agencies" acting by and through their County Judges and by virtue of the authority shown on Exhibit A attached hereto and made a part hereof.

W I T N E S S E T H

WHEREAS, the Governmental Agencies are joint owners of a bridge located on a public road or street within their jurisdiction at Cow Creek Road at Cow Creek (AA0713001); and

WHEREAS, under Title 23, United States Code as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987 and subsequent Federal legislation, a program entitled 1987-91 Off-State System Federal-Aid Bridge Replacement and Rehabilitation Program has been approved by the State Highway and Public Transportation Commission and said bridge is included in this program; and

WHEREAS, it is incumbent upon the Department to assure accomplishment of this work.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and of mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

1. The Governmental Agencies hereby authorize the Department or its contracted consultant and Department's contractor to enter on the site of said bridge and adjacent right of way or relocation right of way to perform surveys, inspection, construction and other purposes necessary to replace or rehabilitate said bridge and approaches.

2. The Governmental Agencies agree to provide, at their expense, the necessary adjustment of any and all utilities and services, whether publicly or privately owned, as may be necessary to permit the work authorized herein. Existing utilities will be adjusted in respect to location and type of installation in accordance with requirements of the Department.

3. Each of the Governmental Agencies agree to provide 10% of the actual construction cost of the bridge replacement or rehabilitation project, including preliminary engineering and construction engineering, or that portion of the cost of the project not reimbursable by the Federal Highway Administration. The Governmental Agencies further agree to acquire, at no cost to the Department, any additional right of way, if required.

Within 30 days following execution of this agreement each of the Governmental Agencies agrees to pay to the Department by check made payable to the State Department of Highways and Public Transportation an amount equal to 5% of the estimated cost of the project. Forty-five days prior to the Department's scheduled date for the contract letting, each of the Governmental Agencies agrees to pay to the Department an amount equal to the remaining 5% of its obligation. If, at any time during plan development or construction of the project, it is found that the amount received is insufficient to pay the Governmental Agencies' obligation, then the Department shall immediately notify each Governmental Agency which shall promptly transmit the required amount to the Department. After the project is completed, the actual cost will be determined by the Department, based on its standard accounting procedures, and any excess funds paid by the Governmental Agencies shall be returned to the Governmental Agencies.

4. If, after execution of the agreement, either Governmental Agency elects to terminate the project, the Governmental Agencies shall be responsible for those eligible expenses incurred by the State which are attributable to the project.

5. The Department will prepare or provide for the construction plans, advertise for bids and let the construction contract, or otherwise provide for the construction and will supervise the construction or reconstruction as required by the plans. The cost of all services performed by the Department will be borne by others. It is mutually agreed that as the project is developed to the construction stage, all parties involved shall approve the plans by signature approval thereon, and a copy of such plans will be attached hereto, marked "Exhibit B", and made a part hereof.

6. In the event the terms of this agreement are in conflict with the provisions of any other existing agreements and/or contracts between the Governmental Agency and the Department, this agreement shall take precedence over the other agreements and/or contracts.

7. Upon completion of the project, the Governmental Agencies agree to accept ownership and operate and maintain the facility authorized by this agreement for the benefit of the public without charge.

8. The Governmental Agencies agree to indemnify the Department against any and all claims for damages to adjoining, abutting or other property for which the Department is or may be liable arising out of, incident to or in any manner associated with or attributed to the project.

D1396-F

AS PER ORIGINAL

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in triplicate on the date herein stated.

THE GOVERNMENTAL AGENCY

Fort Bend County
Name of Governmental Agency

By: Judie E. Stavenoha

COUNTY JUDGE
Title of Executing Official

ATTEST:

Dianne Wilson

County Clerk
Title

Brazoria County
Name of Governmental Agency

By: J. H. Vamer

County Judge
Title of Executing Official

ATTEST:

Dolly Bailey

County Clerk
Title

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.

APPROVED:

By: Roger D. Welsch
Deputy Director, Design and Construction

Date 2-26-88

01396-G

AS PER ORIGINAL

No. 7 Re: Bridge Replacement and Rehabilitation Program - County Road 25 - Precinct 4

Motion by Commissioner Gayle, seconded by Commissioner Rouse that the County Judge be authorized to sign the Construction and Maintenance Agreement for the 1987-91 Off-System Federal-Aid Bridge Replacement and Rehabilitation Program for construction of a replacement bridge on County Road 25 at Cow Creek, said project approved by Commissioners' Court by Order No. 14, August 10, 1987. The County Auditor is hereby authorized to make payment of $15,500.00 from Account No. 25-620-550 to the State Treasurer, Account of Trust Fund. Said payment represents 50% of the estimated $31,000.00 cost of construction due from Brazoria County. Total cost of said bridge is estimated to be $310,000.00 with 10% of total cost to be paid by Fort Bend County and 10% to be paid by Brazoria County, the State of Texas paying 80%. Further, that a certified copy of this Order be sent with draft and three copies of the executed Construction and Maintenance Agreement to the State Department of Highways and Public Transportation % Mr. Milton M. Dietert, District Engineer, District 12.
Motion carried, all present voting aye.

EXHIBIT A

THE STATE OF TEXAS)
COUNTY OF BRAZORIA)

I, Dolly Bailey, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas, do hereby certify that the foregoing is a true and correct copy of that certain

No. 7 Re: Bridge Replacement and Rehabilitation Program - County Road 25 - Precinct 4

as passed by the Commissioners' Court at the February 8, A. D., 1988, Regular Term of Commissioners' Court, and as the same appear (s) in the Commissioners' Court Records of Brazoria County, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8 day of February, A. D., 19 88.

DOLLY BAILEY, Clerk County Court and Ex-Officio Clerk of the Commissioners' Court of Brazoria County, Texas

By Eddie Hurst Deputy

Eddie Hurst

AGENDA ITEM
#16

AS PER ORIGINAL

RECEIVED
JAN - 4
COUNTY JUDGE

01397
0034

COMMISSION
ROBERT H. DEDMAN, CHAIRMAN
JOHN R. BUTLER, JR.
RAY STOKER, JR.

STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION
P. O. Box 1386
Houston, Texas 77251-1386

ENGINEER-DIRECTOR
R. E. STOTZER, JR.

December 29, 1987

IN REPLY REFER TO
ADE-P

1988-92 Urban System Program
(Major Urbanized Areas)

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

Dear Sir:

The 1987 Federal-Aid Highway Act extends the Federal-Aid Urban System Program for another five years. The subject program will be developed in conjunction with the Principal Arterial Street System (PASS). Attached is a map showing the tentative PASS and Urban System routes.

PASS is a system created to establish a higher-ordered network on the Urban System. These projects will be selected by the Federal-Aid Urban System Task Force which includes representatives from a sampling of city, county, State, and other agencies familiar with the transportation needs of the community. The objective of the program is to improve mobility. This will be achieved by selecting projects to create a system that connects and relieves the freeways and is located in high traffic corridors.

The funding is divided between central cities with over 200,000 population (according to the 1980 Census) and the balance of the major urban area. The City of Houston is the central city in this urban area. The non-central cities (Baytown, Bellaire, Deer Park, etc.) and portions of Brazoria, Fort Bend, Harris, and Montgomery Counties compose the remainder of the Houston Urban Area. Please note that the counties will be responsible for any requests for Urban System projects within incorporated cities of less than 5000 population.

Proposed projects should be achievable within the program time span (1988-1992) and should involve new construction, widening, or reconstruction. Projects on the PASS will be limited to added capacity type work and should be relatively large ($5,000,000 to $15,000,000) in order to encourage systematic development. Also, there is a limit of 260 miles for the PASS program, so it is important that projects be proposed for both the Urban System and PASS programs.

Enclosed are charts showing the percentage of State and Federal funds versus the city or county portion for both PASS and Urban System projects. Please note that the funding for ROW and utility adjustments for US and SH projects will not change for this program.

In order to allow us sufficient time to prepare this program, we request that you submit a listing of proposed projects by January 16, 1988. The projects should be prioritized. Please include any information that you believe to be helpful in preparing cost estimates. If you have any questions, please contact Mr. James Grayson at 869-4571.

Sincerely,

Milton M. Dietert
District Engineer
District No. 12

Attachments

0034

PROJECT ELIGIBILITY REQUIREMENTS

- Projects off PASS will be required to meet those provisions of previous Federal Urban System programs.
- Project on PASS will be expected to serve the objective of enhancing mobility from a system standpoint and will be limited to added capacity type projects.

PROJECT SELECTION AND FUNDING PARTICIPATION

URBANIZED AREAS WITH 200,000 OR GREATER POPULATION

SELECTION:

- Selected by Local Government in consultation with Department
- Approved by the Commission

PARTICIPATION:

	Construction & Engineering	Right of Way (Except for US & SH)	Util. Adj. (Except for US & SH)
ON (PASS)	100% State & Federal (Incl. Curb & Gutter and Storm Sewer)	50% Local 50% State	50% Local 50% State
OFF (PASS)	75% Federal 25% Local	100% Local	100% Local

URBANIZED AREAS FROM 50,000 TO 200,000 POPULATION

SELECTION:

- Recommend by Local Government
- Selected by Department
- Approved by the Commission

PARTICIPATION:

	Construction & Engineering	Right of Way (Except for US & SH)	Util. Adj. (Except for US & SH)
ON (PASS)	100% State & Federal	50% Local 50% State	50% Local 50% State
OFF (PASS)	75% Federal 25% State (City Funds Curb & Gutter & Storm Sewer Off State Numbered Routes)	100% Local	100% Local

PREPARED BY D8-PS
JUNE 25, 1987

AS PER ORIGINAL

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URBAN AREAS FROM 5,000 TO 50,000 POPULATION

SELECTION:

- Recommended by Local Government
- Selected by the Department
- Approved by the Commission

PARTICIPATION:

	Construction & Engineering	Right of Way (Except for US & SH)	Util. Adj. (Except for US & SH)
OFF (PASS)	75% Federal 25% State (City Funds Curb & Gutter & Storm Sewer Off State Numbered Routes)	100% Local	100% Local

PREPARED BY D8-PS
JUNE 25, 1987

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

17

01401

0034

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 1987 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 1987; 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 1988, 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 1987 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, 1988, and must be renewed annually thereafter.

AS PER ORIGINAL

01402

0034

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 17th day of DECEMBER, 1987.

THE CITY OF BEASLEY

By: Evan Randerman Jr
MAYOR

ATTEST:

Clinton Conrad
CITY SECRETARY

SIGNED this _____ day of _____, 198____.

COUNTY OF FORT BEND

By: Judie E. Staviwski
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 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 1987 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 1987; 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 1988, 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;

____ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1987 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, 1988, 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 8 day of December, 1987.

THE CITY OF ORCHARD

By: Eugene L. Denny
MAYOR

ATTEST:

Wanda Andel
CITY SECRETARY

SIGNED this _____ day of _____, 198____.

COUNTY OF FORT BEND

By: Judie E. Stavinoha
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AS PER ORIGINAL

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0034

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

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, Drainage District and City entered into that certain interlocal agreement for the calendar year 1987 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 1987; 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 1987 is hereby renewed, extended and continued in force and effect for the calendar year 1988, to-wit:

XXX 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 1987 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, 1988, 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 14th day of December, 1987.

CITY OF FULSHEAR

By: C B Bentley
MAYOR

ATTEST:
CITY SECRETARY

SIGNED this _____ day of _____, 198____.

COUNTY OF FORT BEND

By: Judie E. Stavenoha
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 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 1987 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 1987; 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 1988, to-wit:

X a. Maintenance, repair and construction of streets, roads, and drainage;

X 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 1987 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, 1988, and must be renewed annually thereafter.

AS PER ORIGINAL

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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 14th day of December, 1987.

THE CITY OF FULSHEAR

By: C B Bentley
MAYOR

ATTEST:
Carolyn H Smith
CITY SECRETARY

SIGNED this _____ day of _____, 198____.

COUNTY OF FORT BEND

By: Judie E. Slavinska
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

RULES OF FORT BEND COUNTY, TEXAS FOR PRIVATE SEWAGE FACILITIES

CHAPTER 1. DEFINITIONS

CHAPTER 2. ESTABLISHMENT AND GENERAL PROVISIONS
- §2.01. Authority.
- §2.02. Purpose.
- §2.03. Area of Jurisdiction.
- §2.04. Effective Date.
- §2.05. Incorporation by Reference.
- §2.06. Construction, Precedence, and Interpretation.
- §2.07. Severability.

CHAPTER 3. ADMINISTRATIVE PROVISIONS
- §3.01. Exception.
- §3.02. Appeal.
- §3.03. Notice.
- §3.04. Fees.

CHAPTER 4. DUTIES AND POWERS
- §4.01. Duties and Powers.

CHAPTER 5. LAWFUL DISCHARGES AND REQUIREMENTS
- §5.01. Lawful Discharges.
- §5.02. Requirements.

CHAPTER 6. DEVELOPMENT OF ORGANIZED DISPOSAL SYSTEMS
- §6.01. Connection to Organized Disposal Systems.

CHAPTER 7. CONSTRUCTION AND OPERATION REQUIREMENTS
- §7.01. Requirements for New Private Sewage Facilities.
- §7.02. Permit to Construct.
- §7.03. License to Operate.
- §7.04. Existing Private Sewage Facilities.
- §7.05. Special Requirements for Institutions.

CHAPTER 8. SUBDIVISIONS
- §8.01. Subdivision Construction Authorization.
- §8.02. Application.
- §8.03. Notice.

CHAPTER 9. ENFORCEMENT
- §9.01. Informal.
- §9.02. Criminal.
- §9.03. Civil.

CHAPTER 1
DEFINITIONS

The following words and terms, when used in these Rules, shall have the following meanings, unless the context clearly indicates otherwise:

"Absorption Unit" - Any subsurface system that primarily relies on soil absorption in an absorption trench or absorption bed to dispose of the effluent from a wastewater treatment unit.

"Authorization" - A Subdivision Construction Authorization as required in Chapter 8 of these Rules.

"Commissioners Court" - The Commissioners Court of Fort Bend County, Texas.

"Evapotranspiration Unit" - Any subsurface system that primarily relies on evaporation and plant transpiration to dispose of effluent from a wastewater treatment unit.

"Existing Private Sewage Facilities" - Any private sewage facility that was in use on the effective date of these Rules. Such a facility shall be an existing private sewage facility as long as that facility is not causing pollution, a threat to the public, or nuisance conditions; or is not substantially modified after the effective date of these Rules. Any private sewage facility that has been actually used at any time during the twelve (12) month period immediately preceding the effective date of these Rules, shall be conclusively presumed to have been in use on the effective date of the Rules.

"Institution" - Any establishment other than a single family residence.

"License" - A License to Operate as required by Chapter 7 of these Rules.

"Licensing Authority" - The unit of the county government that has been designated by the Commissioners Court in Chapter 4 of these Rules to have the duties and powers to administer and enforce these Rules.

"Mobile Home Park" - Any facility or area developed for the lease or rental of two or more mobile homes.

"New Private Sewage Facility" - Any private sewage facility that does not qualify as an existing private sewage facility.

"Nuisance" - Any activity or condition that is or tends to be, injurious to or adversely affects human health or welfare, animal life, vegetation, or property; or interferes with the normal use and enjoyment of animal life, vegetation, or property.

"Organized Disposal System" - Any publicly or privately owned system for the collection, treatment, and disposal of sewage that is operated in accordance with the terms and conditions of a valid waste discharge permit issued by the Texas Water Commission.

"Permit" - A Permit to Construct as required by Chapter 7 of these Rules.

"Person" - Any individual, corporation, organization, government or governmental subdivision or agency, business, trust, estate, partnership and any other legal entity or association, including, but not limited to, owners, developers, installers,

operators, or any other person responsible for the construction, installation, or operation, of a private sewage facility.

"Pollution" - The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of any water in the State that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

"Private Sewage Facility" - All systems and methods used for the disposal of sewage, other than organized disposal systems. Private sewage facilities are usually composed of three units; the generating unit (the residence, the institution, etc.), the treatment unit (septic tank, etc.), and the disposal unit (the drainfield that may be an absorption trench or bed, or an evapotranspiration bed).

"Proposed Individual or Public Water Supply Wells or Systems, or Proposed Organized Disposal Systems" - Any such well or system for which the owner or operator has entered into contractual obligations, which cannot be cancelled or modified without substantial loss, for the construction of such well or system that will be completed within a reasonable time.

"Sewage" - Waterborne wastes that are primarily organic and biodegradable or decomposable and that generally originate as human, animal, or plant wastes from domestic activities, such as washing, bathing, and food preparation, and certain retail or commercial activities.

"Single Family Residence" - A single family dwelling or mobile home.

"Special Hearing Examiner" - An officer appointed by the Commissioners Court to hear appeals of decisions or actions by the licensing authority. (REQUIRED IF THE OPTIONAL SUBSTITUTE FOR §3.02 IS USED.)

"Standards" - The standards set forth in the pamphlet entitled "Construction Standards for Private Sewage Facilities" and all future amendments thereto, which were adopted by the Texas Board of Health, pursuant to Article 4477-1 (Sec. 23(b)), of the Texas Revised Civil Statutes Annotated, as Texas Department of Health Rules 301.79.03.001-.003 and which were originally published in 2 Tex. Reg. 4978.

"State" - The State of Texas.

"Subdivision" - A subdivision that has been platted and recorded with the county clerk or that is required by statute to be so platted and recorded; or any four (4) or more adjoining lots or tracts, any one of which is less than two (2) acres in size; or a mobile home park.

"Substantial Modification" - An increase in the size or use of a private sewage facility's generating unit (residence or institution) that, based on the considerations in the Standards, could be expected to result in an increase of 25% or more in the average daily volume of sewage generated by that unit; or an action that, based on the considerations in the Standards, could be expected to result in an increase or decrease in the capacity of a private

sewage facility's treatment unit (septic tank) or disposal unit (drainfield) by 25% or more.

"Water" or "Water in the State" - Groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Gulf of Mexico, inside the territorial limits of the State, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the State or inside the jurisdiction of the State.

CHAPTER 2
ESTABLISHMENT AND GENERAL PROVISIONS

§2.01. AUTHORITY. These Rules are adopted by the Commissioners Court of Fort Bend County, Texas, acting in its capacity as the governing body of Fort Bend County. Fort Bend County adopts these Rules under the authority of Section 26.032 of the Texas Water Code.

§2.02. PURPOSE. The purpose of these Rules is to abate or prevent pollution, or injury to the public health in Fort Bend County, Texas.

§2.03. AREA OF JURISDICTION.

(a) These Rules shall apply to all of the area of _____ County except for the areas regulated under an existing Texas Water Commission Rule and the areas within the boundaries of the incorporated cities and towns of Fort Bend County.

(b) (OPTIONAL) These Rules shall also apply to those incorporated cities or towns that have executed cooperative agreements with the Commissioners Court for coverage under these Rules.

§2.04. EFFECTIVE DATE. These Rules shall become effective upon their approval by the Texas Water Commission.

§2.05. INCORPORATION BY REFERENCE. The Standards and all future amendments thereto are incorporated by reference and are thus made a part of these Rules. A copy of the Standards is attached to these Rules as Appendix I.

§2.06. CONSTRUCTION, PRECEDENCE, AND INTERPRETATION.

(a) These Rules shall be construed liberally to accomplish their purpose. In construing the Standards, precatory words contained therein shall be deemed mandatory.

(b) In the event of any conflict between these Rules and an order, resolution, or rule adopted by the Texas Water Commission, the order, resolution, or rule adopted by the Texas Water Commission shall take precedence. In the event of any conflict between these Rules and the Standards, these Rules shall take precedence.

(c) The licensing authority shall, within the purpose of these Rules, resolve any question regarding any interpretation of these Rules or the Standards.

§2.07. SEVERABILITY. If any provision of these Rules or the application thereof to any person or circumstances is held invalid, the validity of the remainder of these Rules and the application thereof to other persons and circumstances shall not be affected.

CHAPTER 3
ADMINISTRATIVE PROVISIONS

§3.01. EXCEPTION.

(a) A person desiring an exception to any requirement of these Rules shall file a written request with the licensing authority stating:
   (1) The nature of the exception requested;
   (2) The reason that justifies the granting of the exception; and
   (3) Any information that the licensing authority reasonably requests.

(b) Within thirty (30) days after the receipt of said request, the licensing authority shall review the request and reply to the applicant in writing either granting or denying the request. If the request is denied, the licensing authority shall include the reasons for denial in the reply.

§3.02. APPEAL.

(a) Any person aggrieved by an action or decision of the licensing authority made hereunder may, within thirty (30) days of the date of the document giving notice of the action or decision, or within thirty (30) days of the action, if no document is given, appeal to the Commissioners Court.

(b) The appeal shall be initiated by filing a written objection with the Clerk of the Commissioners Court. The written objection shall state what the complainant believes the action or decision of the licensing authority should have been and the reasons therefor. A copy of the document containing the notice of the complained of action or decision, or a written statement of the complained of action or decision, if no document was given, shall be attached to said written objection.

(c) When an objection is filed, the Clerk of the Commissioners Court shall notify the County Judge who shall place the matter on the Agenda of the Commissioners Court for review at the next meeting of the Commissioners Court, that is at least ten (10) days after the date of the filing of the objection. The Clerk of the Commissioners Court shall notify the licensing authority and the complainant that the matter is on the agenda.

(d) The Commissioners Court shall review the matter and consider such information and evidence that the Commissioners Court may deem relevant and that may be offered by the licensing authority or the complainant. The Commissioners Court shall either affirm, reverse, or modify the action or decision of the licensing authority.

(e) These provisions for appeal are not exclusive, but are cumulative of any other remedies at law or in equity.

§3.02. APPEAL. (OPTIONAL SUBSTITUTE FOR §3.02 ABOVE)

(a) Any person aggrieved by an action or decision of the licensing authority made hereunder may, within thirty (30) days of the date of the document giving notice of the action or decision, or within thirty (30) days of the action, if no document is given, appeal to the Special Hearing Examiner appointed by the Commissioners Court.

(b) The appeal shall be initiated by filing a written objection with the Special Hearing Examiner. The written objection shall state what the complainant believes the action or decision of the licensing authority should have been and the reasons therefor. A copy of the document containing the notice of the complained of action or decision, or a written statement of the complained of action or decision, if no document was given, shall be attached to said written objection.

(c) Upon receipt of said written objection and attachment, the Special Hearing Examiner shall set the same down for a hearing to be held within the next thirty (30) days and advise all parties of the date, time, and place of the hearing.

(d) At hearings before the Special Hearing Examiner, all witnesses shall be sworn. The Special Hearing Examiner shall hear the testimony of the licensing authority and any witnesses the licensing authority may call. The Special Hearing Examiner shall hear the testimony of the complainant and any witnesses the complainant may call. The Special Hearing Examiner shall review all documents and exhibits submitted to him by the parties. The Special Hearing Examiner shall not be bound by formal rules of evidence and shall control the evidence, reserving to himself the power to exclude testimony or exhibits he does not consider relevant.

(e) The Special Hearing Examiner shall maintain an accurate record of the evidence adduced at the hearing.

(f) Within ten (10) days of the close of the hearing, the Special Hearing Examiner shall reduce to writing his report, which shall consist of a finding of facts and his decision, and shall notify the licensing authority and the complainant of his decision. The Special Hearing Examiner shall file the original of his report with the Clerk of Commissioners Court, shall keep one copy for himself, shall send one copy to the complainant, and shall send one copy to the licensing authority.

(g) If the licensing authority or the complainant is dissatisfied with the Special Hearing Examiner's decision, he may, within thirty (30) days from the date the Special Hearing Examiner filed his report, file a written objection with the Clerk of Commissioners Court. When such an objection is filed, the Clerk shall notify the County Judge who shall place the matter on the Agenda of Commissioners Court for review at the next meeting of Commissioners Court that is at least ten (10) days after the

date of the filing of the objection. The Clerk of the Commissioners Court shall notify the licensing authority and the complainant that the matter is on the agenda.

(h) When the matter comes before Commissioners Court, the Commissioners Court shall review the matter, considering such information as is in the Special Hearing Examiner's file and report along with such other evidence as Commissioners Court may deem relevant and as may be offered by the licensing authority or the complainant. The Commissioners Court shall either affirm, reverse, or modify the decision of the Special Hearing Examiner.

(i) These provisions for appeal are not exclusive, but are cumulative of any other remedies at law or in equity.

§3.03. NOTICE. Any notice required to be given pursuant to these Rules shall be considered given by depositing the same in the U. S. Mail, postage prepaid, and addressed in accordance with the information given by an applicant or complainant.

§3.04. FEES. To defray the reasonable cost of administering these Rules, the licensing authority shall require fees to be paid in accordance with the schedule established from time to time by the Commissioners Court. Such fees shall be paid with the filing of an application for a permit, license, or authorization; a written request for an inspection or exception; or an appeal.

CHAPTER 4
DUTIES AND POWERS

§4.01. DUTIES AND POWERS. The County Engineer of Fort Bend County, Texas, is designated by the Commissioners Court to be the licensing authority for these Rules and thus have the duty, and necessary powers, to administer and enforce these Rules. The County Engineer, as the licensing authority, shall have the following duties and necessary concomitant powers:

(1) To enforce these Rules and to make appropriate recommendations to proper County authorities when instances of noncompliance with these Rules have been determined.

(2) To make inspections of any existing private sewage facilities, when requested or required, and all new private sewage facilities.

(3) To collect all fees set by the Commissioners Court as necessary to recover the reasonable costs incurred in meeting the requirements of these Rules.

(4) To make semi-annual reports to the Commissioners Court on all actions, including legal actions, taken concerning these Rules.

(5) To perform all other duties necessary to meet the requirements of these Rules.

CHAPTER 5
LAWFUL DISCHARGES AND GENERAL REQUIREMENTS

§5.01. LAWFUL DISCHARGES. After the effective date of these Rules, only the following types of sewage discharges shall be lawful:

(1) Sewage discharged into an organized disposal system operating under a valid permit issued by the Texas Water Commission.
(2) Sewage discharged into a private sewage facility designed, installed, licensed, operated, and maintained in accordance with these Rules.
(3) Sewage discharged into an existing private sewage facility that is in use on the effective date of these Rules, that has not been substantially modified since the effective date of these Rules, and that is operated and maintained in such a manner as not to cause pollution, a threat to the public health, or nuisance conditions.

§5.02. REQUIREMENTS.

(a) No person, except the person owning or having the right of possession and use of the parcel of land upon which a proposed private sewage facility is to be located, may apply for a private sewage facility permit or license.
(b) The design, construction, and installation of any new private sewage facility and the maintenance of any private sewage facility shall, at a minimum meet the requirements set forth in the Standards.
(c) No person may cause, suffer, allow, or permit the construction or installation of, or a substantial modification to, a private sewage facility unless a permit therefor has first been issued.
(d) The construction, installation, or substantial modification of a private sewage facility shall be made in accordance with the approved design and requirements of the permit issued therefor.
(e) No component of a private sewage facility shall be covered until an inspection by the licensing authority has been made. Provided, however, absorption trenches or beds, or evapotranspiration beds may be partially backfilled, but all ends and other critical areas shall not be covered until the licensing authority has determined, as evidenced by the issuance of a license, that the installation, construction, or substantial modification complies with these Rules, the Standards, or other special conditions specified in the permit.
(f) No person may cause, suffer, allow, or permit the operation or use of a new private sewage facility unless a license, or necessary license amendment therefor, has first been issued.
(g) No person may cause, suffer, allow, or permit the construction or installation of a private sewage facility on

a lot or tract that is smaller than that required to meet the requirements set forth in the Standards. Provided, however, on lots existing prior to the effective date of these Rules, a private sewage facility may be permitted to be constructed and licensed to operate on a lot smaller than (see note below) if it is demonstrated by a thorough investigation that a private sewage facility can be operated without causing a threat or harm to an existing or proposed water supply system or to the public health, or the threat of pollution or nuisance conditions. In calculating lot or tract sizes, easements or right-of-ways adjacent or through such lots or tracts shall be excluded.

(h) The effluent from a private sewage facility, whether using a aerobic or anaerobic treatment unit, must be discharged into a properly designed and constructed absorption or evapotranspiration unit and shall not be discharged to the ground surface or into or adjacent to any water in the State.

(i) Injection wells, pit privies, and cesspools used to dispose of sewage, and any system utilizing naturally or artificially produced holes, cavities, or drilled wells to ease the disposal of sewage are specifically prohibited from being installed and licensed.

(j) No person may cause, suffer, allow, or permit the maintenance of a private sewage facility in such a manner as to cause, or as may tend to cause, pollution, injury to public health, or nuisance conditions.

Note: Smaller than 1 acre with individual well
½ acre with public water supply

CHAPTER 6
DEVELOPMENT OF ORGANIZED DISPOSAL SYSTEMS

§6.01. CONNECTION TO ORGANIZED DISPOSAL SYSTEMS. In order to implement the stated policy of the legislature and the Texas Water Commission to encourage the development and use of organized disposal systems to serve the waste disposal needs of the citizens of the State and to prevent pollution, protect the public health, and maintain and enhance the quality of water in the State, the following requirements are made:

(1) No person may cause or allow the installation of a private sewage facility when any part of the facility is to be within 300 feet in horizontal distance (measured on the closest practicable access route) of an existing organized disposal system, unless one of the following requirements has been met:

(A) The person has received a written denial of service from the owner or governing body of the organized disposal system; or

(B) The person has received a written determination from the licensing authority that it is not feasible for the person to connect to the organized disposal system.

(2) Whenever an organized disposal system is developed within 300 feet in horizontal distance (measured on the closest practicable route) from any part of a private sewage facility, that facility shall be connected to the organized system unless one of the requirements set forth in Subsections (1)(A) or (1)(B) of this section has been met.

CHAPTER 7
CONSTRUCTION AND OPERATION REQUIREMENTS

§7.01. REQUIREMENTS FOR NEW PRIVATE SEWAGE FACILITIES.

(a) A Permit to Construct must be obtained from the licensing authority prior to commencing the construction or installation of, or a substantial modification to, a private sewage facility and will be issued upon a finding that construction can commence.

(b) A License to Operate must be obtained from the licensing authority prior to operating a new private sewage facility and will be issued after satisfactory completion and approval of construction.

§7.02. PERMIT TO CONSTRUCT.

(a) To make an application for a Permit to Construct, the applicant shall submit to the licensing authority the following:

(1) A properly completed application form.

(2) The required fee.

(3) The results of the percolation tests performed by a registered professional engineer, registered professional sanitarian, or similarly qualified person approved by the licensing authority.

(4) A drawing or drawings reflecting that the proposed private sewage facility will comply with these Rules and demonstrating that the lot or tract is large enough for the private sewage facility to be constructed thereon.

(5) A statement or other evidence that demonstrates that the requirements set forth in §6.01 of these Rules have been met.

(6) Any additional information that the licensing authority may require.

(b) The completed application and all additional information submitted shall not contain any false information or conceal any material facts and shall be sworn to and notarized.

(c) Within thirty (30) days after a proper and complete application has been made, the licensing authority shall make a finding on the issuance of a permit, based upon the information contained in the completed application and any other information available to the licensing authority.

(1) Upon a finding that construction can commence, a Permit to Construct shall be issued to the applicant.

(2) Upon a finding that a Permit to Construct cannot be issued, the licensing authority shall so notify the applicant in writing within ten (10) days of that finding and shall include the reasons for denying the issuance of a permit.

(d) (OPTIONAL) A permit shall expire one year from the date of issuance unless construction has commenced on the private sewage facility for which the permit was issued. An expired permit may be re-issued provided the conditions under which the permit was originally issued have not changed. A fee will be charged to defray the cost of re-issuance. When a permit has expired and the original conditions have changed, a new application must be submitted with a new application fee.

§7.03. LICENSE TO OPERATE.

(a) Each new private sewage facility shall be inspected and approved by the licensing authority prior to the final covering of the facility.

(1) The applicant or installer shall notify the licensing authority that an inspection is desired at least twenty-four (24) hours, excluding weekends and legal holidays, prior to the need for inspection.

(2) The applicant or installer shall provide whatever reasonable assistance the licensing authority requests in order to make the inspection.

(b) Within five (5) days after an inspection, the licensing authority shall make a finding on the issuance of a license, based upon the information obtained from the inspection and any other information available to the licensing authority.

(1) Upon a finding that the use of the new private sewage facility will not cause pollution, injury to the public health, or nuisance conditions and is not in conflict with these Rules and upon payment of appropriate fees, a License to Operate the facility shall be issued to the applicant.

(2) Upon a finding that a License to Operate cannot be issued, the licensing authority shall so notify the applicant in writing within five (5) days of that finding and shall include the reasons for denying the issuance of a license.

(c) Licenses to Operate issued under the authority of these Rules shall be for an indefinite period and shall be transferred to a succeeding owner. Upon the request of a new owner of a licensed private sewage facility, the licensing authority shall transfer the license to that new owner, provided the private sewage facility has not been substantially modified.

(c) (OPTIONAL REPLACEMENT FOR (c) ABOVE) Licenses to Operate issued under the authority of these Rules shall be for a term of _____ years. At the end of every _____ years, the private sewage facility shall be reinspected by the licensing authority for compliance with these Rules. The license shall be transferred to a succeeding owner. Such transfer shall be upon the request of the new owner, provided the private sewage facility has not been substantially modified.

§7.04. EXISTING PRIVATE SEWAGE FACILITIES.

(a) Existing private sewage facilities are not required to be licensed, provided the facility is not causing pollution, a threat to the public health, or nuisance conditions, or has not been substantially modified.

(b) If an existing private sewage facility is causing pollution, a threat to the public health, or nuisance conditions, or has been substantially modified, the licensing authority shall require that the facility be licensed in accordance with §§7.01-7.03 of these Rules as appropriate and shall undertake actions pursuant to Chapter 9 of these Rules.

§7.05. SPECIAL REQUIREMENTS FOR INSTITUTIONS. A registered professional engineer, registered professional sanitarian, or similarly qualified person approved by the licensing authority; or the licensing authority, at its discretion, shall design all private sewage facilities serving institutions. Said designs shall be made in accordance with these Rules, including the Standards, except that single compartment treatment units shall not be utilized, but instead, treatment units with two or more compartments or two or more treatment units connected in series shall be utilized.

CHAPTER 8
SUBDIVISIONS

§8.01. SUBDIVISION CONSTRUCTION AUTHORIZATION. Any person desiring to create a subdivision, including mobile home parks, that will utilize private sewage facilities, in whole or in part, must obtain a Subdivision Construction Authorization from the licensing authority prior to commencing or continuing construction in the subdivision.

§8.02. APPLICATION.

(a) An applicant for a Subdivision Construction Authorization shall submit an application to the licensing authority containing information that is adequate to establish:

(1) That it is not feasible for the applicant to provide sewer service to the subdivision by means of an organized disposal system, and

(2) That private sewage facilities may be used in the specified subdivision without causing, or threatening to cause, individually or collectively, pollution, injury to the public health, or nuisance conditions. This information will include as a minimum:

(A) A map locating the subdivision relative to on- and off-site:

(i) Surface water,

(ii) Watersheds,

(iii) Floodplains,

(iv) Existing and proposed individual and public water supply wells, and

(v) Existing and proposed organized disposal systems.

(B) An accurate plat of the subdivision that details the size and intended use of each lot and that details roads and utility right-of-ways. This plat shall show all areas of the subdivision where the ground water table is less than six (6) feet below the surface as the surface exists or as it will be after grading and filling that may be required in the subdivision development.

(C) A list that specifies the type and maximum size (floorspace, bedrooms, seating, etc.) of the intended construction that will be allowed on each lot. Based on this list, the applicant shall provide further information to confirm that a private sewage facility that meets all of the requirements of these Rules and the Standards can be constructed on each lot. This information shall include:

(i) Preliminary locations and distances between sewage generating units, treatment units, disposal units, water wells, and

lot boundaries. These distances shall be shown between these items on each lot and to any existing or proposed water supply wells on adjacent lots.

(ii) Average daily wastewater volume to be generated by the specified maximum size construction.

(iii) Capacity and/or size of the treatment (tank) and disposal (drainfield) units. The disposal area size shall be calculated assuming a specific type of drainfield (absorption trench or bed or evapotranspo-ration bed) and using adequately documented permeability measurements taken at or in reasonable proximity to the drainfield locations.

(D) At the discretion of the licensing authority and in consideration of the size and density of the proposed subdivision and other conditions known to exist in the vicinity of the proposed subdivision, one or more geological cross-sections may be required from the applicant. These cross-sections shall illustrate the geologic formations that make up the subsurface below the subdivision down to the first aquifer that supplies, or may be used to supply, drinking water in the area. These cross-sections shall illustrate the primary dip and characteristics (permeable, impermeable, water bearing, etc.) of each formation and the elevation of any water table.

(b) The required fee shall accompany the application.

(c) Within forty-five (45) days after a proper and complete application has been made, the licensing authority shall make a recommendation on the issuance of a Subdivision Construction Authorization, based upon the information contained in the completed application and any other information available to the licensing authority. When made, said recommendation for approval, with appropriate restrictions, if any, or denial shall be submitted to the Clerk of the Commissioners Court and mailed to the applicant within five (5) days.

(d) When a recommendation is submitted, the Clerk of the Commissioners Court shall notify the County Judge who shall place the matter on the Agenda of the Commissioners Court for review at the next meeting of the Commissioners Court that is at least ten (10) days after the date of the submission of the recommendation. The Clerk of the Commissioners Court shall notify the licensing authority and the applicant that the matter is on the agenda.

(1) Upon the approval of a Subdivision Construction Authorization by the Commissioners Court, the authorization shall be issued to the applicant. A

Subdivision Construction Authorization does not constitute either a Permit to Construct or a License to Operate a specific private sewage facility. An approved Subdivision Construction Authorization, however, is a prerequisite for obtaining a permit or license for a specific private sewage facility in a subdivision.

(2) Upon the disapproval of a Subdivision Construction Authorization by the Commissioners Court, the licensing authority shall so notify the applicant in writing within ten (10) days of the disapproval and shall include the reasons for denying the approval of the authorization.

§8.03. NOTICE.

(a) Upon the approval of a Subdivision Construction Authorization, the authorization, the application therefor, and any other critical evaluation information shall be filed as a deed record for the subdivision lots.

(b) Any person, or his agents and assignees, desiring to create a subdivision that will utilize private sewage facilities, in whole or in part, and sell, lease, or rent the lots therein shall inform each prospective purchaser, lessee, or renter:

(1) That the subdivision is subject to all of the terms and conditions of these Rules,

(2) That a Permit to Construct shall be required before a private sewage facility can be constructed in the subdivision,

(3) That a License to Operate shall be required for the operation of such a private sewage facility, and

(4) That an application for a Subdivision Construction Authorization has been made and whether or not it has been approved, including any restrictions placed on any such approval.

CHAPTER 9
ENFORCEMENT

§9.01. INFORMAL.

(a) The licensing authority may routinely inspect private sewage facilities to assure continued compliance with these Rules.

(b) The licensing authority shall inspect any private sewage facility that is reasonably believed to be causing pollution, a threat to the public health, or nuisance conditions, or to have been substantially modified without complying with these Rules based on a creditable complaint or other information available to the licensing authority and may inspect any new private sewage facility should the conditions existing at the time of licensing be found to have changed. If upon such inspection it is found that pollution, a threat to public health, or nuisance conditions is occurring, or an unpermitted substantial modification was performed, the licensing authority shall so notify the owner of the private sewage facility in writing and include what problems must be remedied in order to achieve compliance, and set a reasonable amount of time to achieve compliance. The private sewage facility shall be reinspected at the expiration of the allotted time.

(1) If the facility is found to be compliant, a license therefor may be issued or the existing license may be modified.

(2) If the facility is found to be noncompliant, appropriate enforcement shall be taken.

§9.02. CRIMINAL (TEXAS WATER CODE, §26.214)

(a) A person who violates any of these Rules, is guilty of a misdemeanor and on conviction is punishable by a fine of not less than $10 nor more than $200. Each day that a violation occurs constitutes a separate offense.

(b) Jurisdiction for prosecution of a suit under this section is in the justice of the peace courts.

(c) Venue for prosecution of a suit under this section is in the justice of the peace precinct in which the violation is alleged to have occurred.

§9.03. CIVIL (TEXAS WATER CODE, §26.124)

(a) Whenever it appears that a violation or the threat of a violation of any of the terms and conditions of these Rules has occurred or is occurring, the licensing authority may have a suit instituted in a district court through its own attorney for injunctive relief or civil penalties or both against the person who committed, is committing, or is threatening to commit the violation.

(b) Such suits may not be instituted by the licensing authority unless the Commissioners Court has adopted a resolution authorizing the institution of the suit.

(c) In suits brought under this section, the Texas Water Commission is a necessary and indispensable party.

SEPTIC SYSTEM EVALUATION
COMPARISON OF REGULATIONS PRIOR TO JANUARY 1, 1988
TO NEW REGULATIONS EFFECTIVE JANUARY 1, 1988

ITEM	OLD	NEW
1. Minimum Lot Size		
A. Public Water Supply	15,000 SF	21,780 SF W/Central Water System
B. Private Water Supply	20,000 SF	43,560 SF W/Individual Water Well
C. Less Than Above:	Perc Test & Designed	Perc Test & Designed
2. Special Systems		
A. Aerobic	Variance	No Variance
B. Pressure Dosing	Variance	No Variance
C. SB2 (8" or 10")	Variance	No Variance
D. Mound System (not recommended)	Variance	No Variance
3. Tank Requirements		
A. Baffles	None	Required (or 2 tanks in series)
B. Ports	None	10" round or square min over inlet & outlet
C. Poured in Place	No Specs.	Thicknesses and reinforcing spelled out
D. Top Sealed	No	Yes
E. Size	No Stamp	All Tanks Stamped W/MFG Name, Size, Serial No.
F. Req'd Size	1. Over 1500 Gal. 1125 + .75Q	1. 250-5000 Use 3 Days
	2. No Size W/Pump	2. 500 Gal W/Pump
G. Placement	No Specs.	4" Sand Under
H. Grease Traps (Institutions)	No Specs.	301.12(d)(1 & 2) New Specs
4. Drain Lines		
A. Solid From House to Tank	1. No Specs	1. Clean Out At House
		2. 1/4"/FT Slope
		3. Min 3" Size
B. Perforated		
1. Length of Lateral	1. No Specs	1. 75'
2. Bed Depth	1. 36" Max	1. 18" to 36"
3. Bed Width	1. 12" to 30"	1. 12" to 36"
4. Sand Above	@ 24" Total 1. No Sand	1. No Sand

ITEM	OLD	NEW
5. Spacing	7.0' Min.	3 Trench Widths 1. 24" = 8' 2. 30" = 10' 3. 36" = 12'
6. Gravel Cover	Hay Allowed	Hay Not Allowed
C. Ra — Perc Rate		
1 - 5	2.0	Use Alternate
6 - 15	1.3	0.6
16 - 30	1.0	0.5
31 - 45	0.8	0.4
46 - 60	0.6	0.3
D. Absorption Bedsize		
Residential	$\frac{300(1+B)}{Ra}$	$\frac{150(1+B)}{Ra}$
Commercial	$\frac{3Q}{Ra}$	$\frac{2Q}{Ra}$
Institution	$\frac{3Q}{Ra}$	$\frac{1.25Q}{Ra}$
5. Evapotranspiration Beds		
A. Standpipe	None	Yes
B. Sizing		
Residential:	$\frac{31,000(1+B)}{Ea}$	$\frac{31,000(1+B)}{Ea - \frac{RFRA}{2}}$
Commercial:	$\frac{310Q}{Ea}$	$\frac{310Q}{Ea - \frac{RFRA}{2}}$
C. Ea	48.7	48.7
D. RFRA	0	48.19
F. Compare 3 Bedrooms	2545 SF	5039 SF
6. Pressure Dosing		
A. Tank Size	None (200 STD)	Res. 500 Min. Comm. 1000 Min.
7. Clearances to Well	Old	New
A. Tank	50	50
B. Drain Line	100	150
C. Pond	75	75
D. Water Lines	10	10
E. Structure	15	15
F. Prop. Line	10	10
G. Slopes & Banks	None Noted	50'
H. Drainage Easement	None Noted	5'

20. CONSIDER APPLICATION FROM FORT BEND TELEPHONE TO LAY CABLE UNDER & ALONG KAREN LANE & HUNTERS LANE IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend Telephone to lay cable under & along Karen Lane & Hunters Lane in Precinct 3. (Recorded in minutes in full)

21. CONSIDER EXEMPTION TO COMPETITIVE BID REQUIREMENTS FOR PURCHASE OF AN ITEM MADE NECESSARY BY UNFORESEEN DAMAGE TO PUBLIC PROPERTY (CATEPILLAR BULLDOZER TRANSMISSION):

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve exemption to competitive bid requirements for purchase of an item made necessary by unforeseen damage to public property (catepillar bulldozer transmission).

22. CONSIDER GRANTING EXEMPTION TO COMPETITIVE BIDDING REQUIREMENTS OF ART. 2368a.5 V.A.T.S. FOR ITEMS THAT CAN BE OBTAINED FROM ONLY ONE SOURCE, OR AUTHORIZE ADVERTISING FOR BIDS FOR 2 PARADYNE 2030-11 STATISTICAL MULTIPLEXORS (INSTALLED) FOR LIBRARY:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bid for two paradyne 2030-11 statistical multiplexors (installed) for library. (Recorded in minutes in full)

23. TAKE ACTION ON THE FOLLOWING BIDS: (1) PHOTOGRAPHIC SUPPLIES (#87-97); (2) LAWN MAINTENANCE FOR FORT BEND COUNTY (#87-110):

Award bid for Photographic supplies:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, to award bid to INDUSTRIAL PHOTOGRAPHIC. Motion withdrawn.

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners Court finds that the bid for photographic supplies be awarded to CAMERAS UNLIMITED & INDUSTRIAL PHOTOGRAPHIC, based upon bid price. (Recorded in minutes in full)

Award bid for lawn maintenance for Fort Bend County:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting no, it is ordered to award LOW bid for lawn maintenance to TWIN CEDAR MAINTENANCE for all 6 locations being, Courthouse, Courthouse Annex, George Memorial Library, Sugar Land Annex, Mamie George Library and Albert George Library, at $15,840 year. (Recorded in minutes in full)

24. 11:00 A.M.- HOLD PUBLIC HEARING FOR ADJUSTMENT OF SPEED LIMITS IN THE SUGARWOOD SUBDIVISION IN PRCT. 3 AND CONSIDER TAKING ACTION:

Public comments in favor of petition:

Colleen Elam - resident of Sugarwood
Debbie Rothchild - resident of Sugarwood

No public opposition.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize reduction of speed limit from 30 mph to 25 mph in Sugar Wood Subdivision.

AS PER ORIGINAL

20 01432

0034

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 11th day of January, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Co. dated 1/5/88, permit no. 80868 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 80868 **01433**

0034

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

1/7/88
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 01434

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 60868

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
HUNTERS LN.	1182' NORTHEAST OF KATY-GASTON	100'	X			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
HUNTERS LN.	2300' NORTHEAST OF KATY-GASTON	140' NORTHEAST	140'

General Description

A PROPOSED UNDERGROUND ROAD CROSSING 1182' NORTHEAST OF KATY-GASTON AND SAID ROAD INTERSECTION, ALSO A PROPOSED BURIED CABLE TO BE PLACED ALONG SAID ROAD R.O.W. BEGINNING 2300 FT. NORTHEAST OF KATY GASTON AND SAID ROAD INTERSECTION AND CONTINUE 140' IN A NORTHEASTERLY DIRECTION

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:

Vechual L. Howard
(Signature)

NAME & TITLE VECHUAL L. HOWARD ENGINEER
(Please Print)

DATE: JANUARY 5, 1988
ADDRESS 24403 FOESNER RD
(Street/P.O. Box)

KATY TX. 77450
City State Zip

TELEPHONE NO:

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 11th day of January, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Co. dated 1/5/88, permit no. 80869 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner 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 Ronald Dachenberg
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. # 80869

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

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

1/7/88
Date

x (1) Complete Application Form

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

x b. Map or plat showing course of direction

x c. Plans and specifications

x (2) Bond

x Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

AS PER ORIGINAL

01437

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80869 0034

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
KAREN LN.	400' NORTHEAST OF KATY GASTON	60'	X			
KAREN LN.	710' NORTHEAST OF KATY GASTON	60'	X			
KAREN LN.	1440' NORTHEAST OF KATY GASTON	60'	X			
KAREN LN.	2718' NORTHEAST OF KATY GASTON	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
KAREN LN.	2420' NORTHEAST OF KATY GASTON	298' NORTHEAST	298'

General Description

(4) UNDERGROUND ROAD BORES UNDER KAREN LN. C.O.W. BEGINNING AT A POINT 400 FT., 710 FT. 1440 FT. 2718 FT. NORTHEAST OF KATY-GASTON AND SAID ROAD INTERSECTION ALSO A PROPOSED BURIED CABLE TO BE PLACE ALONG SAID ROAD R.O.W. BEGINNING 2420 FT. NORTHEAST OF SAID INTERSECTION AND CONTINUE 298 FT.

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:

[signature]
(Signature)

NAME & TITLE VERNON L. HOWARD ENGINEER
(Please Print)

DATE: JANUARY 5, 1983
ADDRESS 24403 ROESNER RD.
(Street/P.O. Box)

KATY TX. 77450
City State Zip

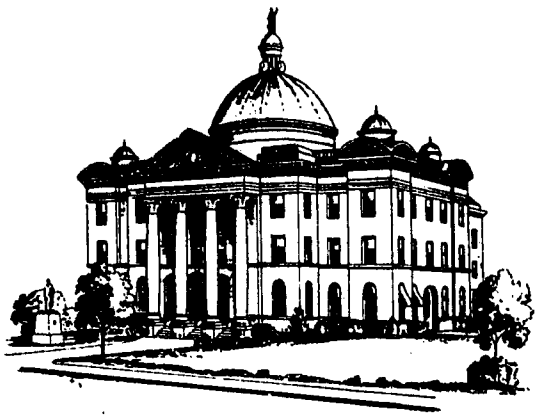
TELEPHONE NO:

22

01438

0034

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 8, 1988

TO: Each Member
Commissioners Court
Fort Bend County, Texas

Gentlemen

The following vendors have contacted the Purchasing Agent that they are a source for Paradyne 4 channel, model DCX-2030, Multiplexors.

Data Entry Source
Attn: David Viscarde 974-7724 (Sugar Land Resident)
8401 Westheimer #282
Houston, Texas 77063

Unique Computers
Attn: Jim Gadzik 270-0234
10736 S. Gessner
Houston, Texas 77071

Nutcracker Electronics
Attn: Yvonne Grant 526-1577
1310 McDuffie
Houston, Texas 77019

The Purchasing Agent declines to issue a statement of sole source on this equipment.

John J. Hammett

01439
0034

23/1

ANNUAL CONTRACT FOR THE PURCHASE OF PHOTOGRAPHIC SUPPLIES FOR FORT BEND COUNTY
BID #87-97

COMPANY	ITEM #1 COLOR NEGATIVE CHEMISTRY	ITEM #2 COLOR SLIDE CHEMISTRY	ITEM #3 COLOR NEGATIVE PRINT FILM	ITEM #4 COLOR SLIDE FILM	ITEM #5 B & W NEGATIVE PRINT FILM	ITEM #6 COLOR PAPER CHEMISTRY	ITEM #7 COLOR PAPER CHEMISTRY	ITEM #8 EKTACOLOR + COLOR PAPER
CAMERAS UNLIMITED 2117 AVE I ROSENBERG, TX (713) 342-1360	$15.60/KIT BESELER	$17.42/KIT BESELER	$42.49/ROLL KODAK	$61.52/ROLL KODAK	$22.40/ROLL KODAK	$14.50(F/3 ½GA) KODAK $97.16 (F/25 GA) DEVELOPER REPLINISHER	$19.52(F/3½ GA) KODAK $100.08(F/25 GA) BLEACH REPLINISHER	$347.10/M KODAK
INDUSTRIAL PHOTOGRAPHIC 1303 N. FIRST ST. BELLAIRE, TX (713) 664-5678	$15.46/KIT BESELER	$17.43/KIT BESELER	$41.13/ROLL KODAK VERICOLOR III	$45.76/ROLL AGFA	$15.43/ROLL AGFA	$55.30/25 GA. AGFA	$72.96/25 GA. AGFA	$255.00/M AGFA
JOBAR, INC. 4909 BISSONNET BELLAIRE, TX (713) 668-5773	BID WITHDRAWN DUE TO INCORRECT PRICING.							

01440

COMPANY	ITEM #9 B & W FILM DEVELOPER	ITEM #10 B & W FILM DEVELOPER	ITEM #11 B & W FIXER FOR FILM	ITEM #12 B & W PAPER DEVELOPER	ITEM #13 B & W PAPER FIX	ITEM #14 B & W PAPER	ITEM #15 B & W PAPER	ITEM #16 B & W PAPER
CAMERAS UNLIMITED	$3.40/GA. KODAK	$2.80/QT. KODAK	$5.99/GA. KODAK	$19.52/MIX KODAK	$15.44/MIX KODAK	$40.58/100 KODAK	$48.03/100 KODAK	$92.26/100 KODAK
INDUSTRIAL PHOTOGRAPHIC	$2.10/GA. KODAK	$2.70/QT. KODAK	$5.38/GA. KODAK	$17.71/MIX KODAK	$13.99/MIX KODAK	$35.91/100 KODAK	$42.49 KODAK	$81.63/100 KODAK
JOBAR, INC.	BID WITHDRAWN DUE TO INCORRECT PRICING.							

01441
0034

COMPANY	ITEM #17 COLOR PAPER	ITEM #18 B & W FILM DEVELOPER	ITEM #19 COLOR NEGATIVE PRINT FILM	ITEM #20 ORTHO CUT FILM	ITEM #21 ROYAL PAN CUT FILM	ITEM #22 T-60 VHS VIDEO TAPES	ITEM #23 POLORIOD TYPE-52 FILM	ITEM #24 POLORIOD TYPE-59 FILM
CAMERAS UNLIMITED	$67.96/100 KODAK	$3.89/GA. KODAK	$6.29/BOX KODAK	$49.46/100 KODAK	$43.58/100 KODAK	$285.00/CASE $4.75/EA. POLORIOD OR FUJI	$307.70/CASE	$501.80/CASE
INDUSTRIAL PHOTOGRAPHIC	$50.00/100 AGFA	$3.53/GA. KODAK	$5.28/BOX KODAK	$47.23/100 KODAK	$41.63/100 KODAK	$279.00/CASE $4.65/EA. KODAK	$288.32/CASE	$460.57/CASE
JOBAR, INC.	BID WITHDRAWN DUE TO INCORRECT PRICING.							

01442
0034

COMPANY	ITEM #25 POLORIOD TYPE 669 FILM	ITEM #26 POLORIOD TYPE 600 FILM	ITEM #27 POLORIOD TIME ZERO FILM	ITEM #28 NEGATIVE PRINT FILES	ITEM #29 CANNED COMPRESSED AIR	ITEM #30 NOZZLES	OVERALL TOTAL
CAMERAS UNLIMITED	$404.00/CASE	$504.00/CASE	$504.00/CASE	$17.00/100	$3.75/CAN $45.00/CASE	$14.00/EACH	$3,685.47
INDUSTRIAL PHOTOGRAPHIC	$377.63/CASE	$525.97/CS SNGL $499.26/CS DBL	$525.97/CS SNGL $499.26/CS DBL	$23.80/100	$4.67/CAN $56.04/CASE DUST-OFF	$22.00/ EACH DUST-OFF	$3,373.93
JOBAR, INC.	BID WITHDRAWN DUE TO INCORRECT PRICING.						

ANNUAL CONTRACT TO PROVIDE LAWN MAINTENANCE FOR FORT BEND COUNTY
BID #87-110

COMPANY	ANNUAL BID PRICE ALL SIX LOCATIONS COURTHOUSE, COURTHOUSE ANNEX, GEORGE MEMORIAL LIBRARY, SUGAR LAND ANNEX, MAMIE GEORGE LIBRARY ALBERT GEORGE LIBRARY
TWIN CEDAR MAINT. P.O. BOX 457 STAFFORD, TEXAS 77477	$15,840.00
S & S GROUNDS MAINT. 11140 WESTHEIMER #167 HOUSTON, TEXAS 77042	$16,000.00
CYPRESS LANDSCAPE 6010 CLAREWOOD HOUSTON, TEXAS 77081	$20,310.00
MAINTAIN, INC. 16008 BOSS GASTON RD. RICHMOND, TEXAS 77469	$20,966.40
FRANKS LAWN SVC. P.O. BOX 661 ROSENBERG, TEXAS 77471	$22,248.00
SHAVERS ENTERPRISES 2201 AVE H ROSENBERG, TEXAS 77471	$29,200.00
STREETSCAPES BY DESIGN P.O. BOX 61588 HOUSTON, TEXAS 77208	$30,200.00
OYSTER CREEK IND., INC. 3660 GLEN LAKES LN. MISSOURI CITY, TEXAS 77459	$30,882.00
TONY'S LAWN SERVICE 2108 MAPLE CIRCLE ROSENBERG, TEXAS 77471	DOES NOT MEET SPECIFICATIONS: NO PROOF OF INSURANCE SUBMITTED WITH BID

AS PER ORIGINAL 01444 0034

ANNUAL CONTRACT TO PROVIDE LAWN MAINTENANCE FOR FORT BEND COUNTY
BID #87-110

COMPANY	ANNUAL BID PRICE PRIMARY LOCATIONS	ANNUAL BID PRICE OPTIONAL LOCATIONS SUGARLAND ANNEX	MAMIE GEORGE LIBRARY	ALBERT GEORGE LIBRARY
S & S GROUND MAINT. 11140 WESTHEIMER #167 HOUSTON, TX 77042	$ 9,780.00	$2,250.00	$2,250.00	$2,600.00
TWIN CEDAR MAINT. P.O. BOX 457 STAFFORD, TX 77477	$11,520.00	$1,440.00	$1,440.00	$1,440.00
MAINTAIN, INC. 16008 BOSS GASTON RD. RICHMOND, TX 77469	$14,382.00	$1,785.60	$1,548.00	$3,250.80
FRANKS LAWN SERVICE P.O. BOX 661 ROSENBERG, TX 77471	$14,400.00	$2,296.00	$3,168.00	$3,168.00
CYPRESS LANDSCAPE 6010 CLAREWOOD HOUSTON, TX 77081	$15,120.00	$1,440.00	$1,440.00	$2,310.00
SHAVERS ENTERPRISES 2201 AVE H ROSENBERG, TX 77471	$16,000.00	$4,800.00	$3,600.00	$4,800.00
STREETSCAPES BY DESIGN P.O. BOX 61588 HOUSTON, TX 77208	$22,100.00	$2,700.00	$2,700.00	$2,700.00
OYSTER CREEK IND., INC. 3660 GLEN LAKES LN MISSOURI CITY, TX 77459	$24,375.00	$2,550.00	$1,277.00	$2,680.00
TONY'S LAWN SERVICE 2108 MAPLE CIRCLE ROSENBERG, TX 77471	DOES NOT MEET SPECIFICATIONS: NO PROOF OF INSURANCE SUBMITTED WITH BID.			

01445 0034

23/2

LAWN MAINTENANCE BID DIGEST

LOWEST OVERALL BIDDER ALL SIX LOCATIONS:

Twin Cedar Maint. Stafford, Texas	$15,840.00/year	$1,320.00/month

LOWEST BID BY LOCATION:

Courthouse, Courthouse Annex, George Memorial Library	S & S Grounds Houston, Texas	$ 9,780.00/year	$ 815.00/month
Sugar Land Annex	Twin Cedar Maint. Stafford, Texas -tie- Cypress Landscape Houston, Texas	$ 1,440.00/year	$ 120.00/month
Mamie George Library	Oyster Creek Ind. Missouri City, Texas	$ 1,277.00/year	$ 107.00/month
Albert George Library	Twin Cedar Maint Stafford, Texas	$ 1,440.00/year	$ 120.00/month
		$13,937.00/year	$1,162.00/month

25. CONSIDER DISPOSITION OF MATTER INVOLVING LOSS OF FUNDS IN PRCT. 4 J.P. OFFICE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Pustka voting to abstain, Commissioner Denham voting to abstain, Court finds that Jim Adolphus, Justice of Peace #4 was not negligent in loss of funds and all funds due to the State of Texas be paid from 1987 interest on fee officer account not to exceed $504, also direct the District Attorney to collect any missing funds from American Express.

26. 1:30 P.M.- OPEN & CONSIDER BIDS FOR RENTAL OF ONE SELF PROPELLED, RUBBER TIRED, SELF-ELEVATING ROAD SCRAPER (#88-01):

The following bids were presented to Commissioners Court for review.

A) DURWOOD GREENE CONSTRUCTION
B) L & W EXCAVATORS, INC.
C) OTIS TIPP

27. APPROVE BILLS:

Moved by Commissioner Lutts, 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)

28. ADJOURNMENT:

Commissioners' Court adjourned Monday, January 11, 1987.

CRIMINAL CASES JAMES ADOLPHUS, JP4

DATE AND DESCRIPTION OF TRANSACTIONS	AMOUNT COLLECTED	FINES/ NSF FEE	CHANGE FUND	CJPF	LEOSE	CVCF	JCPTF	S.D.	DPS # 4	CONST.
FEB 13TH COLLECTIONS STOLEN	528.00	385.00		55.00	11.00	33.00	11.00	12.00	18.00	3.00
CHANGE FUND STOLEN	50.00		50.00							
TOTAL LIABILITY	578.00	385.00	50.00	55.00	11.00	33.00	11.00	12.00	18.00	3.00
NOV 24, 1987 CREDIT APPLIED										
REPLACEMENT FROM REPUBLIC MONEY ORDER INC.	(76.00)	(50.00)		(10.00)	(2.00)	(6.00)	(2.00)	(6.00)		
TOTAL BALANCE DUE	502.00	335.00	50.00	45.00	9.00	27.00	9.00	6.00	18.00	3.00

CIVIL CASES RESOLVED

DAY OR PAGE #	AMOUNT REPORTED	AMOUNT DEPOSITED	DIFFERENCE DUE
MAR 13-19, 1987 CIVIL REPORT	546.00	438.75	107.25
NSF FEE DUE	10.00	0.00	10.00
TOTAL LIABILITY	556.00	438.75	117.25
CREDIT APPLIED NOV 24, 1987			
REIMBURSEMENT FROM LISA MITCHELL		117.00	(0.25)
TOTAL	556.00	555.75	(0.25)

TOTAL AMOUNT RECEIVED FROM LISA MITCHELL ON TREASURER'S RECEIPT 122992 WAS 264.00
Of this amount 117.25 was applied to the other shortages. The remainder was applied
cover shortages resulting from refunds due on the following cases where
payments were received but were not receipted, reported or processed, however
the money was deposited into the Fee Officer Account:
(SEE ATTACHED DOCUMENTATION FROM JP4)

Nov 24, 1987	
Applied to March Civil Case Shortage:	107.00
Applied to unreceipted NSF shortage	10.00
Sub total	117.00
Aug 9, 1987	
Refund to Michael Danzinger, Atty for case SC-1-142-A FOA CK # 01513/10697	42.00
Refund to Michael T. Gainer, Atty for cases SC-1-156-A, 156-B and 139-B 3 cases @ 35.00 each FOA CK # 01514/10698	105.00
TOTAL REIMBURSEMENT RECEIVED--->	264.00

AS PER ORIGINAL

01449

BID ITEM: RENTAL OF ONE (1) SELF PROPELLED, RUBBER TIRED, SELF ELEVATING ROAD SCRAPER

0034

BID NUMBER: 88-01

VENDORS WHO PICKED UP BID PACKETS

COMPANY	BID PRICE
DURWOOD GREEN CONST. CO. ✓	50.00 per hour
L & W EXCAVATORS, INC. ✓	67.85 per hour
LIMECO	
MUSTANG TRACTOR	
OTIS TIPP ✓	55.00 per hour
TOM FAIREY COMPANY	
WAUKESHA-PEARCE, INC.	

AS PER ORIGINAL 27 01450

0034

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1988 .

On this the 11th day of January, 1988 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: 1-11-88

Time Reconvened: _____

Time Adjourned or Recessed: 2:30 P.M.

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

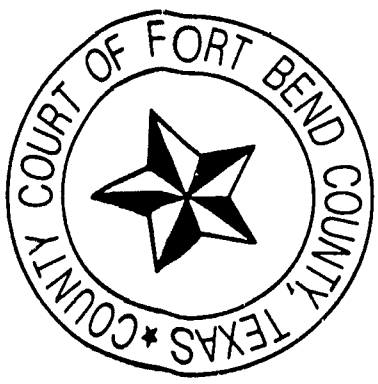
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON FEBRUARY 16, 19 88.

STARTING WITH
FILM CODE NO. 88vol.0034pg.01321

ENDING WITH
FILM CODE NO. 88vol.0034pg.01450



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF FEBRUARY, 19 88.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 01453.

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, JANUARY 18, 1988
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 11, 1988.

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. Mike McNeely, Fort Bend Bar Assn., re: request to install portraits in Courthouse.

6. Amend Precinct #1 Constable's budget to include utilities; and consider designating unmarked car for warrant-serving purposes.

7. Consider resolution allowing Fort Bend Women's Refuge Inc. to submit application to the Texas Dept. of Community Affairs for emergency shelter grant for Fort Bend County.

8. Set date for public hearing on replat of Tierra Grande, Section 2, Tracts 8 & 9, Prct. 2.

9. Marsha Gaines, Tax Assessor/Collector, re: (1) approve refund in the amount of $2,951.77 to Flopetrol Johnston due to land value being lowered by C.A.D; (2) approve renewal of bond #400GP8970 in the amount of $20,000 for Dub Miller Ford; (3) approve bond #344-1001 in the amount of $20,000 for Regency Lincoln Mercury.

10. Designate Texas State Guard Headquarters at Hull Airport as alternate Emergency Operating Center.

11. Discuss and consider telephone system, including new annex; and consider naming annex buildings.

12. Accept and rebudget check in the amount of $3,270.84 as reimbursement for damage to Sheriff's Dept. vehicle.

13. Consider approval of pay request #2 in the amount of $12,393.41 to Drymalla Construction Co. and $99.15 to Chris DiStefano & Assoc. for Prct. 2 maintenance facility.

14. Accept Rabb Ridge Rd. into the County road maintenance system in Precinct 1.

15. Authorize Engineering Dept. to undertake a study of right-of-way for drainage purposes on A. Meyer Rd. in Prct. 1; Vincik-Ehlert, Blase & Foster-School Roads in Prct. 2; and Voss Rd. in Prct. 3.

16. Consider voiding stale-dated checks and apply to ending balances in various funds.

17. Approve transfer of budgeted funds into Employee Benefit Fund and Insurance Escrow Account.

18. Consider correcting the spelling of Cemetary Rd. (as on the official County road log) to Cemetery Rd. (as on the official County road map) which were originally approved on 4-26-86.

19. Consider application from City South Management Corp. to excavate work on Seaborne Creek in Prct. 1.

20. Advertise for bids for ~~tract~~ TRACK rebuild on ~~prct. 4~~ ~~tractor~~. Bulldozer, Pct 4

21. Take action on the following bids: (1) Rental of one self propelled, rubber tired, self elevating road scraper (#88-01); (2) Uniform hats for Sheriff's Dept. (#87-98); (3) Uniforms for Sheriff's Dept. (#87-107).

22. 11:00 a.m. - Hold public hearing to consider Mason Rd. between Hwy. 1093 & Harris County line as a County road for traffic control purposes only, and to establish traffic control & speed limits on same, & consider taking action.

23. Meet in Closed Session to discuss personnel matters as authorized by Art. 6252-17, Sec. 2(g), V.T.C.S., and consider taking action.

24. 1:30 p.m. - Open bids for the following: (1) One or more new full-size 1/2-ton pickup trucks (#88-02); (2) One or more new full-size 3/4-tonpickup trucks (#88-03).

25. 1:45 p.m. - Drainage District Board will convene. (Separate agenda).

26. Approve bills.
27. addendum
28 ~~27~~. Adjournment.

FILED FOR RECORD
TIME 2:35 A.M. P.M.
JAN 14 1988
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 Thursday, January 14, 1988 at 2:45 p.m. by Norma Laudry

ADDENDUM TO AGENDA
OF MONDAY, JANUARY 18, 1988

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following item(s) should be added to the Commissioners Court agenda of Monday, January 18th:

AUTHORIZE PURCHASE OF HERBICIDE APPLICATOR FOR PRECINCT 2.

FILED FOR RECORD
TIME 8:55 A.M. P.M.
JAN 15 1988
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 Friday, January 15, 1988 at 9:00 a.m. by N. Landry.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT BOARD
COURTHOUSE ANNEX, RICHMOND, TEXAS
MONDAY, JANUARY 18, 1988
1:45 O'CLOCK P.M.

1. Consider accepting extension of Letter of Credit #6175 on Lower Oyster Creek.

2. Consider acceptance of easement on Ditch "H" from City of Sugar Land.

3. Review Drainage District monthly report.

4. 2:00 p.m. - Hold public hearing to consider adopting resolution approving land use assumptions for Middle Oyster Creek, Flat Bank Creek & Stafford Run Watersheds, and authorizing preparation of a capital improvements plan; and consider taking action on same.

5. Adjournment.

FILED FOR RECORD
TIME 2:35 A.M. P.M.
JAN 14 1988
Dianne Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

I certify that this agenda was posted on the bulletin board, County Courthouse and glass doors, Courthouse Annex, Richmond, Texas on Thursday, January 14, 1988 at 2:45 p.m. by Norma Gandy.

doors, court
2:45 p.m.

REGULAR SESSION

BE IT REMEMBERED That on this 18TH day of JANUARY, 1988 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
BOB LUTTS	COMMISSIONER PRECINCT 4

With Commissioner Pressley absent for vote.

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

Fort Bend ISD students representing the Future Quest Program visited the court.

1. APPROVE MINUTES OF MEETING OF JANUARY 11, 1988:

   Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve minutes of meeting of January 11, 1988 with corrections to pg. 4 #23 & pg. 5 #25.

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 Pustka, duly put and unanimously carried, it is ordered to approve out of town travel request for COMMISSIONER PRECINCT #1 & #4, 240TH DISTRICT COURT, FIRE MARSHALL, DATA PROCESSING & LIBRARY. (Recorded in minutes in full)

5. MR. MIKE MCNEELY, FORT BEND BAR ASSN., RE: REQUEST TO INSTALL PORTRAITS IN COURTHOUSE:

   Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize the Fort Bend Civil Bar Association to hang portraits of current court judges on the 2nd floor of Courthouse as presented by Mike McNeely, President of Fort Bend Civil Bar Association.

6. AMEND PRECINCT #1 CONSTABLE'S BUDGET TO INCLUDE UTILITIES; AND CONSIDER DESIGNATING UNMARKED CAR FOR WARRANT-SERVING PURPOSES:

   Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to create a line item for utilities and amend Constable #1 budget by $11,200 for utilities. Funds to come from Contingency fund.

PLEDGE/RELEASE SECURITIES #2 C/C DATE 1/4/88

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
12/23	pledge	Sugar Creek	Houston HSNG Fin Corp	273711	45,000
	pledge	Sugar Creek	" "	273936	90,000

AS PER ORIGINAL

01458
0034

4 01459

0034

RECEIVED
JAN 15 1988
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:~~

Johnnie Pustka

Period: Date of Departure January 25, 1988

Date of Return January 28, 1988

Purpose of Trip: 30th Annual County Judges and Commissioners Conference

Places to be Visited: College Station, Texas

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

Name

January 12, 1988
Date

Johnnie Pustka
Commissioner, Precinct #1
Title

* *

Approved: Commissioners' Court

County Judge

1-18-88
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 15 1988
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 JANUARY 28, 1988

Date of Return JANUARY 30, 1988

Purpose of Trip: SEMINAR - LITIGATION UPDATE

Places to be Visited: SAN ANTONIO, TEXAS

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

Name

JANUARY 14, 1988
Date

JUDGE OF THE 240TH JUDICIAL DISTRICT
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-18-88
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 Tilton

Period: Date of Departure February 16, 1988

Date of Return February 18, 1988

Purpose of Trip: 27th Annual State Emergency Management Conference

Places to be Visited: Austin

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

Name

December 29, 1987
Date

Fort Bend County Fire Marshal/Safety Director
Title

* *

Approved: Commissioners' Court

County Judge

1-18-88
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

01462

0034

RECEIVED
JAN 14 1988
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:

Connie Heinecke and Carol Holub

Period: Date of Departure February 22, 1988

Date of Return February 22, 1988

Purpose of Trip: Attend Seminar "STRESS MANAGEMENT FOR THE WORKING WOMAN"

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
Name

January 13, 1988
Date

Director of Data Processing
Title

FUNDS AVAILABLE IN '88 BUDGET

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-18-88
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 01463

0034

COUNTY OF FORT BEND

RECEIVED JAN 12 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:

Shiela Milch

Bill Murray

Edna Platte

Period: Date of Departure February 13, 1988

Date of Return February 13, 1988

Purpose of Trip: To attend workshop entitled "Microcomputers in the Small Library".

Places to be Visited: The University of Texas School of Public Health, Houston, Texas.

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

R. S. Bohachek
Name

1-12-88
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

1-18-88
Date

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

ASSIGNED ORIGINAL 01464

0034

RECEIVED
JAN 18 1988
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 January 26, 1988

Date of Return January 28, 1988

Purpose of Trip: Judges and Commissioners Conference

Places to be Visited: College Station - Hilton Inn

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

Name

January 18, 1988
Date

Commissioner, Precinct #4
Title

* *

Approved: Commissioners' Court

County Judge

1-18-88
Date

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

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to designate one 1987 Ford Crown Victorian, 4-door, VIN #2FABP72F5HX184689, Texas Exempt # 521-160.

7. CONSIDER RESOLUTION ALLOWING FORT BEND WOMEN'S REFUGE INC. TO SUBMIT APPLICATION TO THE TEXAS DEPT. OF COMMUNITY AFFAIRS FOR EMERGENCY SHELTER GRANT FOR FORT BEND COUNTY:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Resolution allowing Fort Bend Women's Refuge Inc. to submit application in the amount of $148,000 to the Texas Dept. of Community Affairs for emergency shelter grant for Fort Bend County as presented by Maria Emerson, Director of Fort Bend Women's Refuge. (Recorded in minutes in full)

8. SET DATE FOR PUBLIC HEARING ON REPLAT OF TIERRA GRANDE, SECTION 2, TRACTS 8 & 9, PRCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to set public hearing on replat of Tierra Grande, Section 2, Tracts 8 & 9, Prct. 2 for February 22, 1988 at 10:00 a.m. (Recorded in minutes in full)

9. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: (1) APPROVE REFUND IN THE AMOUNT OF $2,951.77 TO FLOPETROL JOHNSTON DUE TO LAND VALUE BEING LOWERED BY C.A.D.; (2) APPROVE RENEWAL OF BOND #400GP8970 IN THE AMOUNT OF $20,000 FOR DUB MILLER FORD; (3) APPROVE BOND #344-1001 IN THE AMOUNT OF $20,000 FOR REGENCY LINCOLN MERCURY:

Approve refund in the amount of $2,951.77 to Flopetrol Johnston due to land value being lowered by CAD:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve refund in the amount of $2,951.77 to Flopetrol Johnston due to land value being lowered by CAD. (Recorded in minutes in full)

Approve renewal of bond #400GP8970 in the amount of $20,000 for Dub Miller Ford and bond #344-1001 in the amount of $20,000 for Regency Lincoln Mercury:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve renewal of bond #400GP8970 in the amount of $20,000 for Dub Miller Ford and bond #344-1001 in the amount of $20,000 for Regency Lincoln Mercury.

10. DESIGNATE TEXAS STATE GUARD HEADQUARTERS AT HULL AIRPORT AS ALTERNATE FORT BEND COUNTY EMERGENCY OPERATING CENTER:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to designate Texas State Guard Headquarter at Hull Airport as alternate Fort Bend County emergency operating center.

11. DISCUSS AND CONSIDER TELEPHONE SYSTEM, INCLUDING NEW ANNEX; AND CONSIDER NAMING ANNEX BUILDINGS:

Authorization for car telephones was discussed.
No court action.

Bettye Newberry - Switchboard Supervisor, Patty Shrum - Southwestern Bell and Gail McWhorter - A.T.T., discussed the telephone system needs for the new annex.
Postponed for further study.

R E S O L U T I O N

A RESOLUTION OF THE COUNTY OF FORT BEND AUTHORIZING THE SUBMISSION OF A TEXAS EMERGENCY SHELTER GRANTS PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF COMMUNITY AFFAIRS BY FORT BEND WOMEN'S REFUGE, INC., AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE EMERGENCY SHELTER GRANTS PROGRAM.

W H E R E A S, the Commissioners Court of Fort Bend County desires to develop a viable urban community, including the expansion of the quantity and improvement of the quality of emergency shelters for the homeless; and

W H E R E A S, certain conditions exist which represent a threat to the health and safety of the homeless; and

W H E R E A S, it is necessary and in the best interests of Fort Bend County to apply for funding under the 1988 Texas Emergency Shelter Grants Program;

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

1. That a Texas Emergency Shelter Grants Program application is hereby authorized to be filed by Women's Refuge Inc. on behalf of Fort Bend County with the Texas Dept. of Community Affairs.

2. That this application be placed in competition for funding under the Emergency Shelter Grants Fund.

3. That the application be for $ 148,000. of grant funds to provide shelter for the homeless by Fort Bend Women's Refuge Inc.

4. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Emergency Shelter Grants Program.

5. That it further be stated that the Women's Refuge Inc. is committing $ 89,000. as a cash contribution toward the construction activities of this project.

PASSED AND APPROVED this 18 day of Jan, 1988.

FORT BEND COUNTY COMMISSIONERS COURT

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:
Dianne Wilson
DIANNE WILSON, COUNTY CLERK

AS PER ORIGINAL

R E S O L U T I O N

A RESOLUTION OF THE COUNTY OF FORT BEND AUTHORIZING THE SUBMISSION OF A TEXAS EMERGENCY SHELTER GRANTS PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF COMMUNITY AFFAIRS BY FORT BEND WOMEN'S REFUGE, INC., AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE EMERGENCY SHELTER GRANTS PROGRAM.

W H E R E A S, the Commissioners Court of Fort Bend County desires to develop a viable urban community, including the expansion of the quantity and improvement of the quality of emergency shelters for the homeless; and

W H E R E A S, certain conditions exist which represent a threat to the health and safety of the homeless; and

W H E R E A S, it is necessary and in the best interests of Fort Bend County to apply for funding under the 1988 Texas Emergency Shelter Grants Program;

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

1. That a Texas Emergency Shelter Grants Program application is hereby authorized to be filed by Women's Refuge Inc. on behalf of Fort Bend County with the Texas Dept. of Community Affairs.

2. That this application be placed in competition for funding under the Emergency Shelter Grants Fund.

3. That the application be for $ 148,000. of grant funds to provide shelter for the homeless by Fort Bend Women's Refuge Inc.

4. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Emergency Shelter Grants Program.

5. That it further be stated that the Women's Refuge Inc. is committing $ 89,000. as a cash contribution toward the construction activities of this project.

PASSED AND APPROVED this 15 day of Jan, 1988.

FORT BEND COUNTY COMMISSIONERS COURT

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:
Dianne Wilson
DIANNE WILSON, COUNTY CLERK

AS PER ORIGINAL

TEXAS EMERGENCY SHELTER GRANTS PROGRAM

$1,366,000

REQUEST FOR PROPOSALS PACKET

Texas Department of Community Affairs

Willie L. Scott, Executive Director

December, 1987

AS PER ORIGINAL

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AS PER ORIGINAL

Texas Emergency Shelter Grants Program
($1,366,000)
Request for Proposals (RFP) Packet

PART A. REQUEST FOR PROPOSAL - REQUIREMENTS

I. Statement of Purpose

This packet is designed to assist eligible applicants -- units of general local government -- in applying for funds to administer the Emergency Shelter Grants Program (ESGP) in local areas of the State. The United States Department of Housing and Urban Development has awarded $1,366,000 to the State to improve the quality of existing emergency shelters for the homeless; to make available additional emergency shelters; to help meet the costs of operating emergency shelters and of providing essential social services to homeless individuals. The Governor has designated the Texas Department of Community Affairs (TDCA) as the administering agency for this program. Funds will be made available to eligible applicants, based on this RFP process, to carry out the purpose of the Emergency Shelter Grants Program.

II. Goals and Objectives of the Emergency Shelter Grants Program

The goal of the Texas Emergency Shelter grants Program is to direct funds for the homeless so that these individuals have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to improve their situations. The objectives of the Emergency Shelter Grants Program are to:

a. help improve the quality of existing emergency shelters for the homeless;
b. help make available additional emergency shelters;
c. help meet the costs of operating emergency shelters and of providing certain essential social services to homeless individuals.

III. Eligible Applicant Entities

Eligible applicant entities are all "units of general local governments" including cities/counties categorized as entitlement cities and urban counties by HUD.

IV. Eligible Activities

Eligible activities under the Emergency Shelter Grants Program are defined in Subpart B of 24 CFR Part 575. Emergency shelter grant amounts may be used for one or more of the following activities relating to emergency shelter for the homeless:

1. renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless;

VII. Contract Amounts

TDCA has established a grant minimum level of $35,000 and a maximum level $200,000. Direct recipients of other such funds from HUD (Dallas, Houston and San Antonio) are also eligible for funding under the State program, but only up to the amount that represents the difference between the $200,000 maximum minus their HUD allocation.

TDCA reserves the right to negotiate the final grant amounts and local match with all applicant localities to ensure judicious use of these funds. All grant amounts must be obligated no later than 180 days after the grant award from TDCA.

The ESGP contracts will be in effect for up to 18 months.

VIII. Local Matching Amount

According to Part 575.51(a) of the regulations, each grantee must supplement its emergency shelter grant amount with an equal amount of match funds from sources other than ESGP funds. These match funds must be provided after the date of the grant award to the grantee. A grantee may comply with this requirement by providing the supplemental funds itself, or through supplemental funds provided by any State sub-recipient or nonprofit recipient (as appropriate).

In calculating the amount of supplemental match, there may be included the value of any donated material or building; the value of any lease on a building; any salary paid to staff or the grantee or to any State or nonprofit recipient in carrying out the emergency shelter program; and the time and services contributed by volunteers to carry out the emergency shelter program, determined at the rate of $5 per hour. In calculating the match amount, the grantee will determine the value of any donated material or building, or any lease, using any method reasonably calculated to establish fair market value.

IX. Reporting Requirements

Each grantee will be required to submit to TDCA a monthly report detailing ESGP obligations, expenditures and a discussion of the extent of progress of project activities. Information on the format and due dates of this report will be provided to the grantee during contract negotiations.

e. preference will be given to those applicants that currently do not have existing emergency shelters and services available on a local or regional basis;
f. preference will also be given to rehabilitation/conversion/renovation projects (versus operation/maintenance).

The Texas Department of Community Affairs anticipates completing the selection process and notification of grant awards no later than January 22, 1988.

XII. Proposal Content and Format

Each proposal shall contain the items listed below in the following order:

1. Letter of Transmittal, including contact person and phone number
2. Standard Form 424
3. Certifications by the Chief Executive Officer
4. Project Narrative
5. Local Government Resolutions
6. Letters of Commitment (if applicable)
7. Contractual Agreement Between Grantee and Primarily Religious Organizations (if applicable)

FEDERAL ASSISTANCE

01473

AS PER ORIGINAL

0034

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

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
- b. Organizational Unit
- c. Street/P.O. Box
- d. City
- e. County
- f. State
- g. ZIP Code
- h. Contact Person (Name & Telephone No.)

5. EMPLOYER IDENTIFICATION NUMBER (EIN)

6. PROGRAM (From CFDA)
- a. NUMBER
- MULTIPLE ☐
- b. TITLE

7. TITLE OF APPLICANT'S PROJECT (use section IV of this form to provide a summary description of the project.)

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

9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)

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)

12. PROPOSED FUNDING

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

15. PROJECT START DATE (Year month day) 19

16. PROJECT DURATION 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

20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a. ORGANIZATIONAL UNIT (IF APPROPRIATE)

b. ADMINISTRATIVE CONTACT (IF KNOWN)

c. ADDRESS

21. REMARKS ADDED ☐ Yes ☐ No

SECTION II—CERTIFICATION

22. THE APPLICANT CERTIFIES THAT ► To the best of my knowledge and belief, data in the 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
- b. SIGNATURE

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 day) 19

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

32. ENDING DATE (Year month day) 19

33. REMARKS ADDED ☐ Yes ☐ No

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 review and comment procedure in response to Executive Order 12372 and have selected the program to be included in this process have been given an opportunity to review the applicant's submission.

01474

AS PER ORIGINAL

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 "*," and use Section IV. An explanation follows for each item:

0034

Item

1. Mark appropriate box. Preapplication and application are described in OMB Circular A-102 and Federal agency program instructions. Use of this form as a Notice of Intent is at State option. Federal agencies do not require Notices of Intent.

2a. Applicant's own control number, if desired.

2b. Date Section I is prepared (at applicant's option).

3a. Number assigned by State.

3b. Date assigned by State.

4a–4h. Legal name of applicant, name of primary organizational unit which will undertake the assistance activity, complete address of applicant, and name and telephone number of the person who can provide further information about this request.

5. Employer Identification Number (EIN) of applicant as assigned by the Internal Revenue Service.

6a. Use Catalog of Federal Domestic Assistance (CFDA) number assigned to program under which assistance is requested. If more than one program (e.g., joint funding), check "multiple" and explain in Section 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 project. If appropriate, i.e., if project affects particular sites as, for example, construction or real property projects, attach a map showing the 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.

E. Augmentation. A requirement for additional funds for a project previously awarded funds in the same funding/budget period. Project nature and scope unchanged.

15. Approximate date project expected to begin (usually associated with estimated date of availability of funding).

16. Estimated number of months to complete project after Federal funds are available.

17. Complete only for revisions (item 14c), or augmentations (item 14e).

18. Date preapplication/application must be submitted to Federal agency in order to be eligible for funding consideration.

19. Name and address of the Federal agency to which this request is addressed. Indicate as clearly as possible the name of the office to which the application will be delivered.

20. Existing Federal grant identification number if this is not a new request and directly relates to a previous Federal action. Otherwise, write "NA."

21. Check appropriate box as to whether Section IV of form contains remarks and/or additional remarks are attached.

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. 12372.

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.

(4) Be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan.

I certify that the submission of applications for emergency shelter grants is authorized under State and/or local law and that the local government possesses legal authority to carry out emergency shelter grants activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

(Signature of Chief Executive Officer) (Date)

3. Describe the nature and the extent of the unmet need for adequate emergency shelter for the homeless that exists in your jurisdiction. (Please state the source of your information, e.g., previous studies, inventory of existing shelters, local unemployment data, welfare statistics, housing authority estimates, etc.) 0034

4. Describe the extent to which the proposed activities will address the need described in Q. 3. (Please describe the activity, provide cost estimates and the basis of cost estimates, and explain how activities directly relate to meeting the need described. Complete Table 1, Description of Activities, to include the category for which the funds will be used, brief activity description, and the types of funds to be used for each category.)

5. Project Implementation Schedule

A. Table 2 is the Project Implementation Schedule for all contracts of any applicant selected for funding under the Emergency Shelter Grants Program. In completing this Table, the locality should consider January 22, 1988 as the start-up date. In addition, according to Section 575.37(2), keep in mind that all funds must be obligated within 180 days (July 19, 1988) after receipt of funds from the State.

OBLIGATED means that the locality has placed order, awarded contracts, received services or entered similar transactions that require payment from the grant amount. For example, a locality has obligated funds when it has awarded a grant to a private nonprofit organization to provide assistance to the homeless.

The locality must show planned start and completion dates for each activity. It is recommended that for complex projects, the locality review the compliance requirements (Section 575.59) before providing this information. In addition, the locality must consider any potential difficulties, such as zoning conflicts or building permits. If the activity is dependent on other funding, this must be described. Identify all major milestones to undertaken with the project.

B. Please provide an expenditure plan showing projected expenditures of ESGP and matching funds as they relate to the Project Implementation Schedule (Table 2).

6. MATCHING FUNDS - Determine the value of any donated material or building, or any lease, using any method reasonably calculated to establish a fair market value.

Source		$ Value	Method of Calculation (Determined by)
DONATIONS			
Material(s)	____	$_____	_____
Building	____	$_____	_____
Funds	____	$_____	_____
LEASE	____	$_____	_____
SALARIES	____	$_____	_____
VOLUNTEERS (@ $5/hr.)	____	$_____	_____
OTHER _____	____	$_____	_____
_____			
MATCH TOTAL		$_____	

NOTE: According to Section 575.51(a), each grantee must supplement its emergency shelter grant amounts with an equal amount of funds from sources other than under this part. A grantee may comply with this requirement by providing the supplemental funds itself, or through supplemental funds provided by any State recipient or nonprofit recipient (as appropriate).

Applicants must realize that any resources committed in an application and considered in the evalution of that application must be provided in the event that the project is selected for funding. Failure to provide the Letter(s) of Commitment may disqualify an applicant from final selection.

3. CONTRACTUAL AGREEMENT BETWEEN GRANTEE AND PRIMARILY RELIGIOUS ORGANIZATIONS

Section 575.21(b)(2) of the Emergency Shelter Grants Program regulations states that grant amounts may not be used to renovate, rehabilitate, or convert buildings owned by primarily religious organizations or entities unless the following conditions are met:

1. The building (or portion thereof) that is to be improved with HUD assistance has been leased to an existing or newly established wholly secular entity (which may be an entity established by the religious organization);

2. The HUD assistance is provided to the lessee (and not the lessor) to make improvements;

3. The leased premises will be used exclusively for secular purposes available to all persons regardless of religion;

4. The lease payments do not exceed the fair market rent of the premises as they were before improvements are made;

5. The portion of the cost of any improvements that also serve a non-eased part of the building will be allocated to and paid for by the lessor;

6. The lessor enters into a binding agreement that, unless the lessee, or a qualified successor lessee, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee an amount equal to the residual value of the improvements;

7. The lessee must remit the amount referred to in paragraph 6 above to the original grantee from which the amounts used to renovate, rehabilitate, or convert the building were derived;

8. The lessee may also enter into a management contract authorizing the lessor religious organization to operate the facility, including the provision of essential services, in carrying out the secular purpose. In such case, the religious organization must agree in the management contract to carry out its contractual responsibilities in a manner free from religious influences pursuant to conditions prescribed by HUD:

   a. that it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

SAMPLE
RESOLUTION

A RESOLUTION OF THE CITY ~~COUNCIL~~ OF THE CITY OF XYZ, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS EMERGENCY SHELTER GRANTS PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF COMMUNITY AFFAIRS AND AUTHORIZING THE ~~MAYOR~~ TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE ~~CITY'S~~ PARTICIPATION IN THE EMERGENCY SHELTER GRANTS PROGRAM.

WHEREAS, the City Council of the City of XYZ desires to develop a viable urban community, including the expansion of the quantity and improvement of the quality of emergency shelters for the homeless; and

WHEREAS, certain conditions exist which represent a threat to the health and safety of the homeless; and

WHEREAS, it is necessary and in the best interests of the City of XYZ to apply for funding under the 1988 Texas Emergency Shelter Grants Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF XYZ, TEXAS:

1. That a Texas Emergency Shelter Grants Program application is hereby authorized to be filed on behalf of the City with the Texas Department of Community Affairs.

2. That the City's application be placed in competition for funding under the Emergency Shelter Grants Fund.

3. That the application be for $50,000.00 of grant funds to carry out the rehabilitation of Caritas Shelter for the Homeless.

4. That the City Council directs and designates the Mayor as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the Texas Emergency Shelter Grants Program.

5. That it further be stated that the City of XYZ is committing $50,000 from its General Fund as a cash contribution toward the construction activities of this rehabilitation project.

Passed and approved this 6th day of February, 1988.

John Doe, Mayor
City of XYZ

Mary Smith, City Secretary
City of XYZ

8

01481

0034

****

NEWSPAPER PUBLICATION ON PUBLIC HEARING

****

FOR: Tierra Grande, Sec 2

DATE: 2-22-88

TIME: 10 AM

NEWSPAPER(S) Herald-Coaster

BILL TO: H. G. Knauth
912 4th St
Rosenberg 77471

1/11 xc: Commissioner Ben Denham
County Clerk Dianne Wilson

AGENDA ITEM 8

01482

0034

H. G. KNAUTH
ATTORNEY AT LAW
912 FOURTH STREET
ROSENBERG, TEXAS 77471

TELEPHONE 342-2831

POST OFFICE BOX 1047

January 8, 1988

AS PER ORIGINAL

The Honorable Jodie E. Stavinoha
County Judge of Fort Bend County, Texas
Courthouse
Richmond, Texas 77469

Re: Replat of Tierra Grande - Section 2

Dear Sir:

Enclosed is Application for Revision of Subdivision Plat by T-G San Bernard, Ltd. relating to Tierra Grande - Section 2. Please file this Application in the Fort Bend County Commissioners Court. I request that the Court set a date for hearing the Application and that a Notice of such Application and date for hearing be published as requested in the Application and that the Court send out Certified Mail Notices as requested in the Application. I will appreciate your signing the Order printed at the close of the Application setting the date for hearing.

Please advise me of the costs involved in processing this Application, and I will have those costs paid.

Thank you.

Yours very truly,

H. G. Knauth

H. G. Knauth

HGK:pjg
Enclosure

cc: Mr. Eric Muegge
P. O. Box 510
Wharton, Texas 77488

COUNTY JUDGE

January 11, 1988

TO THE COMMISSIONERS COURT OF FORT BEND COUNTY,
IN THE STATE OF TEXAS:

APPLICATION FOR REVISION OF SUBDIVISION PLAT

(1) The Applicant, T-G San Bernard, Ltd., a Texas Limited Partnership, whose General Partner is C. E. Muegge, subdivided 189.799 acres of land out of the George Huff League, Abstract 34, Fort Bend County, Texas, as shown on subdivision plat of Tierra Grande - Section 2, filed September 1, 1987, and recorded in Slide 712-A and 712-B of the Plat Records of Fort Bend County, Texas.

(2) Applicant requests permission to revise the subdivision plat of Tierra Grande - Section 2 to replat Tracts Eight (8) and Nine (9) into nine tracts to be designated as Tracts Twenty-two (22) through Thirty (30), inclusive, which replat has or will be filed with this Court for consideraton and approval.

(3) Applicant requests the Court to publish notice of this Application in a newspaper of general circulation, which notice must include a statement of the time and place where the Court will meet to consider the Application and to hear protest to the revision of the plat and which notice must be published at least three times during the period that begins on the 30th day and ends on the 7th day before the date of the meeting of the Court to consider the Application, and Applicant further requests the Court to give notice to each non-developer owner in said Tierra-Grande - Section 2 by Certified Mail or Registered Mail, Return Receipt Requested, at each owner's address, which addresses Applicant has furnished or will furnish to the Court.

(4) The proposed replat of Tracts Eight (8) and Nine (9) of Tierra Grande - Section 2 will not interfere with the

established rights of any owner in Tierra Grande - Section 2.

(5) Applicant prays that the Court shall adopt an Order to permit the replatting of Tracts Eight (8) and Nine (9) of Tierra Grande - Section 2 as shown on the replat filed or to be filed with this Court, and that the Court set a date for meeting to consider this Application and to hear protest to the replat.

T-G SAN BERNARD, LTD.

By C. E. Muegge General Partner
C. E. Muegge, General Partner

ORDER SETTING HEARING

The Commissioners Court of Fort Bend County, in the State of Texas, will meet on the _____ day of _____, 1988, in the Fort Bend County Courthouse to consider the Application of T-G San Bernard, Ltd. for a partial replat of Tierra Grande - Section 2, and to hear protest to said replat. Court will meet at _____ A.M.

_____
County Judge

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

January 7, 1988

Mr. H. G. Knauth
Attorney at Law
912 Fourth Street
P. O. Box 1047
Rosenberg, Texas 77471

Re: Replat of Tierra Grande - Section 2

Dear Mr. Knauth:

Reference is made to your letter dated January 5, 1988 concerning the above stated matter.

I have reviewed the application for revision of subdivision plat that you forwarded to this office. The application appears in all ways to meet the statutory requirements for application and I would recommend that it be filed with the County Judge's office at your convenience.

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, Criminal District Attorney
Ms. Dianne Wilson, County Clerk

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

01486

0034

H. G. KNAUTH
ATTORNEY AT LAW
912 FOURTH STREET
ROSENBERG, TEXAS 77471

TELEPHONE 342-2831

POST OFFICE BOX 1047

January 5, 1988

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

Re: Replat of Tierra Grande - Section 2

Dear Larry:

I will appreciate your reading over the enclosed proposed Application for Revision of Subdivision Plat and advising me as to whether the form appears acceptable for the Commissioners Court. I have not prepared one of these before and will appreciate any suggestions.

Thank you.

Yours very truly,

H. G. Knauth

H. G. Knauth

HGK:pjg
Enclosure

RECEIVED 1-4-88

January 11, 1988

TO THE COMMISSIONERS COURT OF FORT BEND COUNTY,
IN THE STATE OF TEXAS:

APPLICATION FOR REVISION OF SUBDIVISION PLAT

(1) The Applicant, T-G San Bernard, Ltd., a Texas Limited Partnership, whose General Partner is C. E. Muegge, subdivided 189.799 acres of land out of the George Huff League, Abstract 34, Fort Bend County, Texas, as shown on subdivision plat of Tierra Grande - Section 2, filed September 1, 1987, and recorded in Slide 712-A and 712-B of the Plat Records of Fort Bend County, Texas.

(2) Applicant requests permission to revise the subdivision plat of Tierra Grande - Section 2 to replat Tracts Eight (8) and Nine (9) into nine tracts to be designated as Tracts Twenty-two (22) through Thirty (30), inclusive, which replat has or will be filed with this Court for consideraton and approval.

(3) Applicant requests the Court to publish notice of this Application in a newspaper of general circulation, which notice must include a statement of the time and place where the Court will meet to consider the Application and to hear protest to the revision of the plat and which notice must be published at least three times during the period that begins on the 30th day and ends on the 7th day before the date of the meeting of the Court to consider the Application, and Applicant further requests the Court to give notice to each non-developer owner in said Tierra-Grande - Section 2 by Certified Mail or Registered Mail, Return Receipt Requested, at each owner's address, which addresses Applicant has furnished or will furnish to the Court.

(4) The proposed replat of Tracts Eight (8) and Nine (9) of Tierra Grande - Section 2 will not interfere with the

established rights of any owner in Tierra Grande - Section 2.

(5) Applicant prays that the Court shall adopt an Order to permit the replatting of Tracts Eight (8) and Nine (9) of Tierra Grande - Section 2 as shown on the replat filed or to be filed with this Court, and that the Court set a date for meeting to consider this Application and to hear protest to the replat.

T-G SAN BERNARD, LTD.

By_____
C. E. Muegge, General Partner

ORDER SETTING HEARING

The Commissioners Court of Fort Bend County, in the State of Texas, will meet on the _____ day of _____, 1988, in the Fort Bend County Courthouse to consider the Application of T-G San Bernard, Ltd. for a partial replat of Tierra Grande - Section 2, and to hear protest to said replat.

_____
County Judge

#8

01489 0034

C.E. MUEGGE REAL ESTATE Better Homes and Gardens®
213 North Richmond Road, Wharton, Texas 77488 Telephone (409) 532-5252

Diane Wilson
Ft.Bend County Clerk
P.O. Box 520
Richmond, Texas 77469

re: Public hearing for the replat of lots 8&9 Tierra Grande Phase II

Dear Diane,

Enclosed are the names and addresses of the owners of Phase II Tierra Grande that are sold to date. I am enclosing a check for $18.00 representing $2.25 X eight owners. You may note on the attached that some of the people purchased more than one lot. If you have any questions please give me a call.

Sincerely yours,

C. E. Muegge

C. E. Muegge

REALTOR®

Feb. 22 at 10 am

TIERRA GRANDE LOT OWNERS
SECTION 2

LOT NO.	OWNER	ADDRESS
1	Available	
2	Available	
3	Available	
4	Available	
5	Available	
6	Available	
7	Available	
8	Available	
9	Available	
✓10	Teauphus Peugh	10309 Teneha Houston, TX 77033 713/342-5521 Ext. 442 ofc.
11	Teauphus Peugh	10309 Teneha Houston, TX 77033 713/342-5521 Ext. 442 ofc.
✓12	James Adams	9223 Bearingwood Houston, TX 77083 713/777-8176 ofc. 713/568-7961 res.
✓13	Walter Urbish, Jr.	P.O. Box 178 Rosenberg, TX 77471 (713) 342-5321 res.
14	Mark W. Muegge	4700 Woodway Rosenberg, TX 77471 (713) 232-4285 res.
✓15	Anthony Mazzo	8415 F.M. 2977 Richmond, TX 77469 (409) 793-3591 res. (713) 263-3348 ofc.
✓16	Rhett Windham	3 Greenway Plaza, C-280 Houston, TX 77046 (713) 965-2200 ofc. (713) 880-0166 res.
17	Available	
✓18	Kenneth Thomas	16331 Huerta Needville, TX 77461 (409) 793-4822 res. (713) 342- ofc.
✓19	Rod Gurganious	3403 Pecan Point Dr. Sugarland, TX 77478 (713) 980-0326 res. (713) 499-8899 ofc.
20	Rod Gurganious	3403 Pecan Point Dr. Sugarland, TX 77478 (713) 980-0326 res. (713) 499-8899 ofc.
✓21	Rodney Keen	5850 Park Front Dr. Apt. 122 Houston, TX 77036 (713) 772-8574 res. (713) 774-7561 ofc.

Diane

01491

MEMORANDUM

January 13, 1988

TO: County Judge Jodie Stavinoha

FROM: Marsha P. Gaines
Tax Assessor-Collector

SUBJECT: Over $500.00 Refund Agenda Item

Attached is a copy of the request for a refund from Flopetrol Johnston scheduled for January 18, 1988, Commissioners Court agenda. Enclosed is the change form from Fort Bend Central Appraisal District lowering the land value, application for refund, original receipt, tax receipt, corrected tax receipt and a letter of approval from the Auditors office.

cc: County Commissioner Johnnie Pustka
County Commissioner Ben Denham
County Commissioner Alton Pressley
County Commissioner Bob Lutts

01492

TAX YEAR(S): 86 ONLY.

CHANGE # Chg. Fa 1-5-87

JAN 14 1987

FORT BEND CENTRAL APPRAISAL DISTRICT

AS PER ORIGINAL

PROPERTY TO BE: ADDED ___ CHANGED ✓ DELETED ___

JURISDICTION SUBMITTING CHANGE ___

APPROVED BY HW

DATE 12-22-86

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

ACCT# 0015-00-000-1925-907

PROPERTY I.D. - R # 31532

OWNER FLOPETROL - JOHNSON

ADDRESS % PROPERTY TAX SERVICE
P.O. BOX 2010
LEWISVILLE, TX 75067

G	C	S	M	W	D	F	J	A
G01	C21	S07	M00	W00	D01	F01	J00	A00

LEGAL AB. 15 BROWN AND BECKNAP
ACRES 48.489 Building-West Plant

SITUS ___ ACRES 48.489

MAP # ___

NEW ACCOUNT INFO

ACCT# ___

PROPERTY I.D. - R # ___

OWNER ___

ADDRESS ___

G	C	S	M	W	D	F	J	A

LEGAL AB 15 Brown & Beckna
ACRES 25.00 Building-West Plant

SITUS ___ ACRES 25.0

MAP # ___

EXPLANATION - SOURCE: CORRECT ACREAGE FOR 1986 & 1987.
ACREAGE CHANGED BY MISTAKE.

ORIGINAL VALUES		CATEGORY	NEW VALUES		CATEGORY
LAND HS			LAND HS		
LAND NON HS	2281,100.	F4	LAND NON HS	1513710	F4
LAND AG MKT			LAND AG MKT		
LAND AG USE			LAND AG USE		
IMPROVEMENT HS			IMPROVEMENT HS		
IMPROVE.NON HS	1898730.	F4	IMPROVE.NON HS	1898730	F4
PERSONAL			PERSONAL		
MINERAL			MINERAL		
RENDERED VALUE			RENDERED VALUE		
HOMESTEAD			HOMESTEAD		
OVER 65	YEAR		OVER 65	YEAR	
FROZEN LEVY			FROZEN LEVY		
DISABILITY			DISABILITY		
VETERAN			VETERAN		

DEPARTMENT / CHANGES MADE:

COM. ___ RES. ___ LAND MB 12-12-86 P.P. ___ MAP ___ SCHOOL ___ (1671310)

PROPERTY CARD ___ DATA FILE ___ AUDIT ___

SUBMITTED BY: MB

CUSTOMER ___

Due to the refund being over $500.00, please return the original receipt along with this signed application.

01493

AS PER ORIGINAL

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

APPLICATION FOR TAX REFUND

Collecting Office Name: Fort Bend County Tax Assessor Collector
Collecting Tax For: Fort Bend County
(Taxing Units)
P.O. Box 399, Richmond, 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: Flopetrol-Johnston
Address: c/o Ad Valorem Tax Consultant P.O. Box 2010, Lewisville, Tx 75067
Telephone Number (if additional information is needed):

IDENTIFICATION OF PROPERTY:
Description of Property: 0015 Brown & Belknap, Acres 48.489, Buildings-West Plant
Address or Location of Property:
Account Number of Property: 907-0015-00-000-1925 or Tax Receipt Number: 1587

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 86	12-15 / 19 86	$ 16,077.13	$ 2951.77
2.	19	/ 19	$	$
3.	19	/ 19	$	$

* See Attached Schedule

Taxpayer's reason for refund (attach supporting documentation):
Lowering value of land

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

X [signature] 7-24-87
Signature Accounting Supervisor — 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

01494

AS PER ORIGINAL

Disc 2%

Void DEC 09 1987

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

OFFICE

252.31
36.10
39.70
328.11

TAX RECEIPT

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

Lower land value to 1,513,710

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1986	1=REAL EST.	177	17

FULL PAYMENT

ACCOUNT NUMBER	RECEIPT NO.
.907-0015-00-000-1925	C 1597

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES		VALUES		JURIS.	TAX RATE	TAX AMOUNT
0015 BROWN AND BELKNAP, ACRES 48.429, BUILDINGS-WEST PLANT	HMSTD. C&D HMSTD LRFC	LAND HS		PERSONAL		079	.3018	12,914.73
		LAND NON HS	2,281,100	AG MARKET		173	.0432	1,905.69
	D.A.V.	IMPR. HS		AG USE		273	.0475	1,985.42
ACRES= 48.4890 LOAN # = PREV ACCT =	OV-65 OV-65 JR COL DSABL	IMPR. NON HS	1,898,730			TOTAL TAX		16,405.84
	AGRI	TOTAL TAXABLE VALUE		4,179,830				
						L065 12/15/86	DISC	328.11
						15024	TOTAL PAID	16,077.73

Pay to mortgagee

FLOPETROL-JOHNSTON
% AD VALOREM TAX CONSULT
P O BOX 2010
LEWISVILLE TX 75067

PAID BY FLOPETROL-JOHNSTON

DATE 12/15/86 METHOD PRE-DEPSTD 12/02/86
RECEIVED 11/26/86
00111830

01495

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		ACCOUNT NUMBER	RECEIPT NO.
1986	A=REAL EST.	0	0	FULL PAYMENT ** BACKOUT **	.907-0015-00-000-1925	B 1587

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURIS.	TAX RATE	TAX AMOUNT
015 BROWN & BELKNAP 48.489 CRES. BUILDINGS-WEST PLANT OWER LAND VALUE TO 1.513.710 CRES= 48.4890 RIG TAX YEAR = 1986	HMSTD. C&D HMSTD. LRPC. D.A.V. OV-65 OV-65 JR COL DSABL AGRI	LAND HS LAND NON HS 2.281.100 IMPR. HS IMPR. NON HS 1.898.730	PERSONAL AG MARKET AG USE	079 179 279		10.298.75 1.474.18 1.620.91
		TOTAL TAXABLE VALUE	4.179.830	TOTAL TAX		[illegible]

TLS 12/16/87	DISC	267.88
40-50	TOTAL PAID	13.125.76

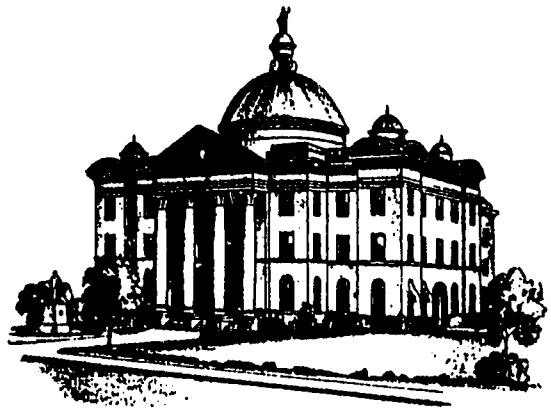
FLOPETROL-JOHNSTON
% AD VALCREM TAX CONSULT
P O BOX 2010
LEWISVILLE TX 75067

PAID BY
FLOPETROL-JOHNSTON

DATE 12/16/87 METHOD PRE-DEPSTD 12/02/86
RECEIVED 12/16/87
00111830

01496

AS PER ORIGINAL



JOYCE TOMPKINS

COUNTY AUDITOR

THE STATE OF TEXAS
COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

DATE: January 13, 1988

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
90-0185-9	Flopetrol-Johnston	$ 2,951.77

JT/mp

The St Paul
Property & Liability Insurance

AS PER ORIGINAL 01497

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
St. Paul, Minnesota
A Capital Stock Company

PUBLIC OFFICIAL BOND

Bond No. 400 GP 8970

KNOW ALL MEN BY THESE PRESENTS, That Robert E. Miller

of Fort Bend County State of Texas (hereinafter called the Principal) and the ST. PAUL FIRE AND MARINE INSURANCE COMPANY (hereinafter called the Surety) a corporation organized under the laws of the State of Minnesota, with its principal office in the City of St. Paul, and the State of Minnesota are held and firmly bound unto Fort Bend County (hereinafter called the Obligee) in the sum of Twenty Thousand & no/100 Dollars; ($ 20,000.00) for the payment whereof to the Obligee the Principal binds himself, his heirs, executors, administrators and assigns, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and dated this 7th day of January, 19 85.

WHEREAS the above-named Principal has been duly appointed or elected to the office of

Deputy Tax Assessor - Collector of Fort Bend County, Texas

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that if the Principal shall during the period beginning on the 2nd day of January, 19 85, and ending on the 31st day of December, 19 87, faithfully perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands in his official capacity during such period, then this obligation shall be void; otherwise it shall remain in force.

This Bond is executed by the Surety upon the following express conditions, which shall be conditions precedent to the right of recovery hereunder:

First: That the Surety may, if it shall so elect, cancel this Bond by giving thirty (30) days notice in writing to Fort Bend County Tax Assessor - Collector, P.O. Box 399, Richmond, Texas 77469 and this Bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this Bond, for any act or acts covered by this Bond which may have been committed by the Principal up to the date of such cancelation; and the Surety shall, upon surrender of this Bond and its release from all liability hereunder, refund the premium paid, less a pro rata part thereof for the time this Bond shall have been in force.

Second: That the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited by or placed to the credit, or under control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal of any interest on said public moneys or funds, any law, decision, ordinance or statute to the contrary notwithstanding.

Third: That the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collection of which he may be chargeable by reason of his election or appointment as aforesaid.

Witness: _____
(as to the Principal)

Robert E. Miller
Principal

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By Don Southerland
Don Southerland
Attorney-in-Fact

10016 Rev. 8-77 Printed in U.S.A.

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 policy. 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 policy.

CN-1—COMPLAINT NOTICE—EFFECTIVE SEPTEMBER 1, 1984

BOND NO. 400 GP8970

01499

St Paul

AS PER ORIGINAL

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.

40715 Ed 8-84

The St. Paul
Property & Liability Insurance

FIDELITY AND SURETY DEPARTMENT

CONTINUATION OR RENEWAL CERTIFICATE

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

SAINT PAUL, MINNESOTA
(HEREINAFTER CALLED COMPANY)

STOCK COMPANY, ORGANIZED UNDER THE LAWS OF THE STATE OF MINNESOTA.

01500

0034

In Consideration of an Agreed Premium,

Hereby continues in force Bond No. 400 GP 8970 on behalf of Robert E Miller

and in favor of County of Fort Bend

for the extended term of one year(s), beginning on the 31st day of December 19 87 ;

subject to all its terms, conditions and limitations, as set forth and expressed in said bond heretofore issued on

the 2nd day of January 19 85

This continuation or renewal certificate is executed upon the express condition that the Company's liability under said bond and this and all continuation or renewal certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the amount as set forth in said bond or in any additions, riders, or endorsements properly issued by the Company as supplements thereto.

SIGNED, SEALED, and DATED this 18th day of August , 19 87

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

by Jean Kraemer
Jean Kraemer
Attorney-in-Fact

11016 Rev. 2-79

The St Paul
Property & Liability Insurance

ENDORSEMENT OR RIDER NO._____

01501
0034

The following spaces preceded by an asterisk (*) need not be completed if this endorsement or rider and the Bond or Policy have the same inception date.

ATTACHED TO AND FORMING PART OF BOND OR POLICY NO.	DATE ENDORSEMENT OR RIDER EXECUTED	*EFFECTIVE DATE OF ENDORSEMENT OR RIDER
400 GP 8970	12-17-87	12-15-87 12:01 A.M. STANDARD TIME AS SPECIFIED IN THE BOND OR POLICY

*ISSUED TO

Robert E. Miller

It is hereby understood and agreed that the named insured will be changed from Robert E. Miller, to Robert E. Miller/Dub Miller Ford, Inc. The Obligee will also be amended to Fort Bend County Tax Assessor-Collector and/or County Judge, instead of County of Fort Bend.

In addition, it is hereby understood and agreed that the principal's address will be changed from 3412 Ave. N. Box 811, Rosenberg, Texas 77471 to 1807 Cotton Court, Richmond, Texas 77469.

☐ (If this box is x'd, the signature requested below is required.)
ACCEPTED BY INSURED – By:_____ Title:_____

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Bond or Policy, other than as above stated.

INSTRUCTIONS:
The box is to be x'd only if this endorsement or rider is an accepted form and,
(1) is issued subsequent to issuance of the Bond or Policy, or
(2) the Principal Address of the Insured or Obligee is in Kansas and whether the endorsement or rider is attached to the Bond or Policy at the time of issuance or subsequent thereto.

11063 Rev. 2-78 Printed in U.S.A.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By Jean Kraemer
Jean Kraemer
Attorney-in-Fact

INSURED

USA

UNIVERSAL SURETY OF AMERICA
1812 Durham Houston, Texas 77007

GPA 8005080-344 1001 0034

AS PER ORIGINAL

For verfication of the authority of this power you may telephone (713) 863-7788.

Power of Attorney Valid Only If Numbered In Red

GENERAL POWER OF ATTORNEY — CERTIFIED COPY

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint

Peter S. Reinthaler Joyce T. Wilson

of Bellaire and State of Texas its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Bonds not to exceed $25,000.00 (excluding Performance, Payment and Bid Bonds), unless such is accompanied by a letter of authority signed by the President, Secretary, or Executive Vice President of Universal Surety of America.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the above stated limitations. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

"*Be It Resolved,* that the President, any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company."

"*RESOLVED* that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, John Knox, Jr. and its corporate seal to be hereto affixed this 20th day of January, A.D., 1987

UNIVERSAL SURETY OF AMERICA

By: John Knox, Jr. President

State of Texas
County of Harris ss:

On this 20th day of January, in the year 1987, before me Kimberlee R. Mozingo, a notary public, personally appeared John Knox, Jr., personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Commission Expires: 9/15/90

Kimberlee R. Mozingo Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Houston, Texas, this 31st day of December, 1987.

Gregory P. Faulx Secretary

COMPLAINT NOTICE: Should any disputes arise regarding either your premium or a claim, contact Universal Surety of America at 1812 Durham, Houston, Texas 77007 or by calling (713) 863-7788. If the problem is not resolved you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

UNIVERSAL SURETY OF AMERICA

UNIVERSAL SURETY OF AMERICA

01503

0034

AS PER ORIGINAL

1812 Durham / Houston, Texas 77007

Bond No. 344-1001

OFFICIAL BOND AND OATH

No. _____

The State of Texas

County of FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

That we, CHARLES H. BASS, as Principal, and UNIVERSAL SURETY OF AMERICA, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] FORT BEND COUNTY TAX ASSESSOR/COLLECTOR AND/OR COUNTY JUDGE, AS THEIR INTEREST MAY APPEAR, his successors in office in the sum of[2] ***TWENTY THOUSAND and no/100*** ($ **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.

Dated this 31st day of December, 19 87.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounden Principal was on the 31st day of December, 19 87, duly ☐ elected ☒ appointed to the office of Deputy Tax Collector for a term of one year beginning the 31st day of December, 19 87 and ending the 31st day of December 19 88, 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 performance of the duties of his office as Assessor and Collector of taxes for enduring the full term for which he was elected or appointed."

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

CHARLES H. BASS
Principal

By: Charles H. Bass

UNIVERSAL SURETY OF AMERICA

By: Peter S. Reinthaler
Attorney-in-Fact
Peter S. Reinthaler

USA 112-87

UNIVERSAL SURETY OF AMERICA

AS PER ORIGINAL

Inventory

	Ext.	Personnel	Equipment
County Judge	4	3	3 MBS
Conference Room	1		1 SLS
Commissioners Conference	2	–	2 SLS
Commissioners Court	3		3 SLS 3 lights
Personnel	5	5	5 SLS
* Industrial Board	1	1	1 SLS 2 MBS
Purchasing	5	4	2 SLS
Phone Cabinet	1		1 SLS
Tax	35		2 MBS 32 SLS 2 MBS
Treasurer	6	6	4 SLS 1 MBS
Auditor	13	12	11 SLS 2 MBS
District Ct 240th	3	3	1 SLS
District Ct 328th	5	5	5 SLS 5 SLS
District Ct 268th	5	5	1 light 5 SLS
Co Court at Law I	5	4	1 light
* Co Court at Law II	4	4	4 SLS 2 MBS
* Juvenile	15		11 SLS
Fax lines	2	–	—
District Atty	47		3 Station Indica 2 - 10# MBS 11 SLS 11 MBS
* Bail Bond	1	1	2 SLS
* Child Support	2	3	3 SLS
* Veterans	1	1	1 SLS
* Welfare	3	3	1 MBS 2 SLS

Data Processing	17		2 MBS 18 SLS
County Clerk	38	40	2 MBS 36 SLS
Bldg maintenance	1		1 SLS
Grand Jury	1		1 SLS
Bailiff	1		1 SLS

AS PER ORIGINAL

01506

Private Lines (monthly)

		$
District Atty (Intake)	6	485.10
Juvenile	1	83.50
Data Processing	1	80.85
Constable Pct. 1	4	364.80
Fire Marshall		
District Atty Civil	5	459.95
District Atty	3	242.55
Voters Reg. (Library)	1	80.85

DATA Lines

DA → SO	181.20
DP → SO	181.20
DP → SO	181.20
DP → SO	181.20
DP → AP → SO	144.45
Juv → SO	101.00
Juvenile	1679.40
Co Court at Law #2	388.80
yellow house	462.00
Ind Board	93.30
Co Clerk	324.90

Discussed naming each annex after a historical person associated with Fort Bend.

No court action.

12. ACCEPT AND REBUDGET CHECK IN THE AMOUNT OF $3,270.84 AS REIMBURSEMENT FOR DAMAGE TO SHERIFF'S DEPT. VEHICLE:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept check in the amount of $3,270.84 as reimbursement for damage to Sheriff's dept. vehicle and rebudget into Sheriff's Vehicle Maintenance/Repair.

13. CONSIDER APPROVAL OF PAY REQUEST #2 IN THE AMOUNT OF $12,393.41 TO DRYMALLA CONSTRUCTION CO. AND $99.15 TO CHRIS DISTEFANO & ASSOC. FOR PRCT. 2 MAINTENANCE FACILITY:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve pay request #2 in the amount of $12,393.41 to Drymalla Construction Co. and $99.15 to Chris DiStefano & Assoc. for Prct. 2 maintenance facility.

14. ACCEPT RABB RIDGE RD. INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept Rabb Ridge Rd. (1210 ft. long) into the county road maintenance system in Precinct 1.

15. AUTHORIZE ENGINEERING DEPT. TO UNDERTAKE A STUDY OF RIGHT-OF-WAY FOR DRAINAGE PURPOSES ON A. MEYER RD. IN PRECINCT 1; VINCIK-EHLERT, BLASE & FOSTER-SCHOOL ROADS IN PRCT. 2; AND VOSS RD. IN PRCT. 3:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize Engineering Dept. to undertake a study of the above right-of-ways.

16. CONSIDER VOIDING STALE-DATED CHECKS AND APPLY TO ENDING BALANCES IN VARIOUS FUNDS:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to void checks to Chris DiStefano and reissue in the amount of $2,606.88 as presented by Kathy Hynson, County Treasurer.

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to void various checks in the amount of $9,858.78 and apply to ending balances in various funds as presented by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

17. APPROVE TRANSFER OF BUDGETED FUNDS INTO EMPLOYEE BENEFIT FUND AND INSURANCE ESCROW ACCOUNT:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to transfer $2,026,685.00 of budgeted funds into Employee Benefit Fund.

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to transfer $573,612.00 into Insurance Escrow Fund.

AGENDA ITEM 13

01508

RECEIVED
JAN 13 1988
COUNTY JUDGE

0034

INVOICES FOR COURT AGENDA/ACTION

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: January 12, 1988

RE: CONTRACTOR'S PAYMENT REQUEST #2
ARCHITECT'S SUPERVISION FEE

PROJECT: PRECINCT 2, MAINTENANCE FACILITY

1. Drymalla Construction Co., Inc.: $12,393.41
2. Chris DiStefano & Assoc., Inc.: $99.15
   (12,393.41 x 4% x 20%)

Chris DiStefano
CHRIS DI STEFANO, AIA

cc: Kathy Hynson, County Treasurer
Ben Denham, Commissioner Pct. 2

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: Additions to Maintenance Facility
Fort Bend County Prec. 2
Fresno, Texas

APPLICATION NO: 2

PERIOD TO: 12/31/87

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM (CONTRACTOR): Drymalla Construction Co., Inc.
P.O.Box 698
608 Harbert Street
Columbus, Texas 78934

VIA (ARCHITECT): Christopher Di Stefano & Ass
2500 CityWest Blvd.
Suite # 2010
Houston, Texas 77042

ARCHITECT'S PROJECT NO: ------

CONTRACT FOR:

CONTRACT DATE: October 5, 1987

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			$(3,746.00)
Approved this Month			
Number	Date Approved		
TOTALS			$(3,746.00)
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: Daniel Frank Date: 1-5-88

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

1. **ORIGINAL CONTRACT SUM** ..... $ 101,395.00
2. **Net change by Change Orders** ..... $ (3,746.00)
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 97,649.00
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ 38,208.96
   (Column G on G703)
5. **RETAINAGE:**
   a. 10 % of Completed Work $ 3,820.90
   (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) ..... $ 3,820.90
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 34,388.06
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate) ..... $ 21,994.65
8. **CURRENT PAYMENT DUE** ..... $ 12,393.41
9. **BALANCE TO FINISH, PLUS RETAINAGE** ..... $ 63,260.94
   (Line 3 less Line 6)

State of: TEXAS County of: COLORADO
Subscribed and sworn to before me this 4 day of Jan. ,19 88
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 ..... $ 12,393.41
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:
By: Chris D. Stefano Date: 1-11-88

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.

PROJECT: FORT BEND COUNTY PREC. 2, MAINTENANCE FACILITY, FRESNO, TEXAS PROJECT # 2602 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	$10,670.00	$2,134.00	$1,813.90	$3,947.90	37	$6,722.10	$394.79
2.	Site Work	5,795.00	5,215.50	(.00)	5,215.50	90	579.50	521.55
3.	Drilled Footings	630.00	630.00	0.00	630.00	100	0.00	63.00
4.	Reinforcing Steel	2,314.00	2,314.00	0.00	2,314.00	100	0.00	231.40
5.	Concrete Alt #1	3,710.00	3,710.00	0.00	3,710.00	100	0.00	371.00
6.	Concrete Alt #2	4,346.00	4,346.00	0.00	4,346.00	100	0.00	434.60
7.	Concrete Alt #3	305.00	305.00	0.00	305.00	100	0.00	30.50
8.	Concrete Alt #4	2,846.00	2,846.00	0.00	2,846.00	100	0.00	284.60
9.	Concrete Alt #5	2,317.00	2,317.00	0.00	2,317.00	100	0.00	231.70
10.	Painting	5,578.00	0.00	0.00	0.00	0	5,578.00	0.00
11.	Overhead Doors	13,146.00	0.00	0.00	0.00	0	13,146.00	0.00
12.	Metal Bldg. Alt #1	15,528.00	0.00	11,956.56	11,956.56	77	3,571.44	1,195.66
13.	Metal Bldg. Alt #3	4,700.00	0.00	0.00	0.00	0	4,700.00	0.00
14.	Metal Bldg. Alt #4	9,967.00	0.00	0.00	0.00	0	9,967.00	0.00
15.	Plumbing	766.00	0.00	0.00	0.00	0	766.00	0.00
16.	Electrical	5,263.00	0.00	0.00	0.00	0	5,263.00	0.00
17.	Fans & Dampers	6,252.00	0.00	0.00	0.00	0	6,252.00	0.00
18.	Fencing	262.00	0.00	0.00	0.00	0	262.00	0.00
19.	Testing Allowance	5,000.00	621.00	621.00	621.00	0	4,379.00	62.10
20.	Hardware Allowance	2,000.00	0.00	0.00	0.00	0	2,000.00	0.00
21.	Change Order #1	(3,746.00)	0.00	0.00	0.00	0	(3,746.00)	0.00
TOTAL		$97,649.00	$24,438.50	$14,391.46	$38,208.96		$59,440.04	$3,820.90

16
~~01511~~
0034

County of Fort Bend

Kathy Hynson
County Treasurer

P.O. Box 1808
Richmond, Texas 77469

TO: COUNTY JUDGE AND COMMISSIONERS' COURT

FROM: KATHY HYNSON

OUTSTANDING CHECKS FROM 1986 THAT NEED TO BE VOIDED

GENERAL FUND	3,089.44
JURY FUND	1,044.00
ROAD AND BRIDGE #1	26.88
REVENUE SHARING E. P. #17	65.00
FEE OFFICERS	905.25
MARSHA GAINES TAXES 1985	7,335.09
TOTAL	12,465.66

WITHIN THE ABOVE AMOUNTS OF CHECKS THAT NEED TO BE VOIDED AND REISSUED

ROAD AND BRIDGE #1	080100486019 Chris Di Stefano	26.88
GENERAL FUND	105000344010 City of Rosenberg	300.00
	105000455020	2,280.00
		2,606.88
VOID AND ENTER INTO ENDING BALANCE		9,858,78

18. CONSIDER CORRECTING THE SPELLING OF CEMETARY RD. (AS ON THE OFFICIAL COUNTY ROAD LOG) TO CEMETERY RD. (AS ON THE OFFICIAL COUNTY ROAD MAP) WHICH WERE ORIGINALLY APPROVED ON 4-26-86:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve spelling of Cemetary Rd. to Cemetery Rd. as on the official county road map approve on 4-26-86.

19. CONSIDER APPLICATION FROM CITY SOUTH MANAGEMENT CORP. TO EXCAVATE WORK ON SEABORNE CREEK IN PRCT. 1:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application from City South Management Corp. to excavate work on Seaborne Creek in Prct. 1. (Recorded in minutes in full)

20. ADVERTISE FOR BIDS FOR TRACK REBUILD ON BULLDOZER, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to advertise for bids for track rebuild on bulldozer, Pct. 4.

21. TAKE ACTION ON THE FOLLOWING BIDS: (1) RENTAL OF ONE SELF PROPELLED, RUBBER TIRED, SELF ELEVATING ROAD SCRAPER (#88-01); (2) UNIFORM HATS FOR SHERIFF'S DEPT. (#87-98); (3) UNIFORMS FOR SHERIFF'S DEPT. (#87-107):

Rental of one self propelled, rubber tired, self elevating road scraper:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to rent one self propelled, rubber tired, self elevating road scraper in the amount of $50.00 per hour from DURWOOD GREENE.

Uniform hats for Sheriff's Dept.:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to BLAIR GROUP, INC. for uniform hats for Sheriff's Dept. in the amount of $73.13 for one summer hat & one winter hat.

Uniforms for 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 SUPERIOR SURGICAL for uniforms for Sheriff's Dept. as per bid price. (Recorded in minutes in full)

22. 11:00 A.M.-HOLD PUBLIC HEARING TO CONSIDER MASON RD. BETWEEN HWY. 1093 & HARRIS COUNTY LINE AS A COUNTY ROAD FOR TRAFFIC CONTROL PURPOSES ONLY, AND TO ESTABLISH TRAFFIC CONTROL & SPEED LIMITS ON SAME, & CONSIDER TAKING ACTION:

Ron Drachenberg, County Engineer discussed the traffic study that was completed on Mason Rd.

Jim Box representing Cinco Ranch discussed the need to establish speed limit.

Kerry Gilbert, land planning Consultant for Cinco Ranch, discussed the study compiled on Mason Rd. regarding appropriate traffic control & speed limits.

No court action until January 25, 1988.

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 18th day of January, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of City South Management Corp. dated 1/12/88, permit no. 80870 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pustka, seconded by Commissioner Tutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Deachonbay
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

AS PER ORIGINAL 01514

Appl. # 80870 0034

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

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

1-13-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

No Bond Required (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

01515

0034

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 80870

Formal notice is hereby given that City South Management Corp. 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
Seabourne Creek	1200' West of Fairgrounds Rd	88' West of Fairgrounds Road	

General Description

Excavate to proposed width of future 110' ditch & Relocation of Seabourne Creek including 120' feet of back fill for New Seabourne Creek into old Seabourne Creek drainage Easement per plans. ALL OUTFALL PIPES TO TERMINATE 1.0' ABOVE FLOWLINE OF CREEK.

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

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: City South Management Corp
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

J.W. Colvin III President
(Signature)

NAME & TITLE J.W. Colvin III President
(Please Print)

DATE: 1/12/1988
ADDRESS: PO Box 55160 Hou TX 77255
(Street/P.O. Box)

Hou TX 77255
City State Zip
TELEPHONE NO: 713 465 5794
713 688 0300

Thomas Ffenburger
THOMAS FFENBURGER

RENTAL OF ONE (1) SELF PROPELLED, RUBBER TIRED, SELF ELEVATING ROAD SCRAPER. BID #88-01.

COMPANY	HOURLY BID PRICE
DURWOOD GREENE CONSTRUCTION CO. P.O. BOX 1338 STAFFORD, TEXAS 77477	$50.00
OTIS TIPP 1344 KATHY AVE SEALY, TEXAS 77474	$55.00
L & W EXCAVATORS P.O. BOX 95 MANVEL, TEXAS 77578	$67.85

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ANNUAL CONTRACT FOR THE PURCHASE OF UNIFORM HATS FOR THE FORT BEND COUNTY SHERIFF'S DEPARTMENT. BID #87-98

COMPANY	UNIT BID PRICE WINTER HATS	UNIT BID PRICE SUMMER HATS	TOTAL BID PRICE 1 SUMMER HAT & 1 WINTER HAT
BLAIR GROUP, INC. 5960 S. LOOP EAST HOUSTON, TX 77033	$38.25 EA.	$34.88 EA.	$73.13 TOTAL
JUST BOOTS, INC. 11358 EASTEX FWY HOUSTON, TX 77093	$55.00 EA.	$19.50 EA.	$74.50 TOTAL
SUPERIOR SURGICAL MFG COMPANY MARTIN'S UNIFORMS P.O. BOX 101137 SAN ANTONIO, TX 78201	$46.50 EA.	$27.50 EA.	$74.00 TOTAL

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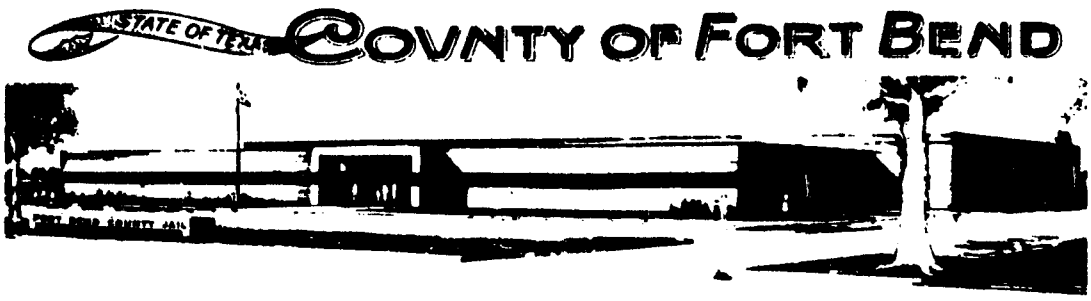

713/342-6116

GUS GEORGE, SHERIFF
1410 Ransom Road
Richmond, Texas 77469

January 13, 1988

Mr. John Hammett
County Purchasing Agent
Fort Bend County Courthouse
Richmond, Texas 77469

Dear Mr. Hammett:

I would request you accept the following bids as submitted to this department for consideration.

1) Bid # 87-98	Uniform Hats	Blair Group, Inc.
2) Bid # 87-107	Uniforms	Superior Surgical Mfg. Company Inc/ Martin's Uniforms

If any further information is needed, please feel free to call.

Sincerely,

Thomas J. Sparkman
Captain

TJS/jj

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ANNUAL CONTRACT FOR THE PURCHASE OF UNIFORMS FOR THE FORT BEND COUNTY SHERIFF'S DEPARTMENT
BID #87-107

2(3)

COMPANY	UNIT BID PRICE	ITEM	DESCRIPTION
SUPERIOR SURGICAL MFG. COMPANY INC./ MARTIN'S UNIFORM'S P.O. BOX 101137 SAN ANTONIO, TEXAS 78201-9137	$27.00	PANTS	MARTIN'S 21525
	$24.40	MENS LONG SLEEVE SHIRT	MARTIN'S 23485
	$24.40	LADIES LONG SLEEVE SHIRT	MARTIN'S 23445
	$21.95	MENS SHORT SLEEVE SHIRT	MARTIN'S 22485
	$21.95	LADIES SHORT SLEEVE SHIRT	MARTIN'S X23445
	$54.10	POLICE REVERSIBLE WINDBREAKER	BLAUER 345 BROWN
	$ 2.50	TIE	MARTIN'S 26475
	$30.20	RIVER BELT	DON HUME B106C
	$37.95	ALLSTAR HOLSTER	DON HUME H286C
	$13.95	HANDCUFF CASE	DON HUME C303C
	$14.25	SPEED LOADER (DOUBLE)	DON HUME D415C
	$15.90	CLIP CASE (DOUBLE)	DON HUME D407C
	$ 2.35	BELT KEEPER (DOUBLE SNAP)	DON HUME S502-1C
	$ 3.45	BELT KEEPER (FOUR SNAP)	DON HUME S502-4C
	$70.95	CAR DUTY JACKET	MARTIN'S 24605

NO OTHER BIDS RECEIVED

KERRY R. GILBERT & ASSOCIATES, INC.
Land Planning Consultants
15915 Katy Freeway
Suite 340
Houston, Texas 77094
(713) 579-0340

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FORT BEND COUNTY COMMISSIONERS COURT:

Judge Jodie Stavinoha
Commissioner Bob Lutts
Commissioner Ben Denham
Commissioner Alton Presley
Commissioner Johnnie Pustka

On behalf of Cinco Ranch Venture and the various property owners along Mason Road within the Cinco Ranch, we have prepared the enclosed report for your consideration in determining the appropriate speed limit for Mason Road.

After consideration of the various factors involved, we believe that you will concur with our contention that the general public and the property owners and developers along Mason Road will be best served by maintaining the current posted speed of 35 miles per hour. It is our opinion that the design standards utilized for the construction of Mason Road and the significant amount of construction that is anticipated in the immediate vicinity warrants a speed limit which will provide the maximum amount of safety to the traveling public,as well as, the construction crews and equipment.

Thank you for you consideration in this matter.

Sincerely,

Kerry R. Gilbert
President

KRG/jp

Enclosure

KERRY R. GILBERT & ASSOCIATES, INC.
Land Planning Consultants
15915 Katy Freeway
Suite 340
Houston, Texas 77094
(713) 579-0340

MASON ROAD

I. BACKGROUND

Mason Road, a designated major thoroughfare, was constructed by Cinco Ranch Venture, the developers of the Cinco Ranch Master Planned Community, at a cost of more than 5 million dollars. The 3.5 mile road (within Cinco Ranch) is constructed as a four lane divided roadway in accordance with Fort Bend County standards and connects I.H. 10 West with F.M. 1093. The dual 24 foot wide paving sections are located within a 120 foot wide right-of-way with 30 foot wide landscape easements paralleling both sides of the roadway.

Mason Road intersects various other major thoroughfares within the Cinco Ranch development. They are Cinco Blvd., East/West Thoroughfare, Fry Road (recently opened to I.H. 10 West), and F.M. 1093. Each of these thoroughfares are completed, open to the public, and serve as access to the various projects planned throughout the Cinco Ranch development.

Current traffic volumes on Mason Road, northbound and southbound, average between 4500 and 5000 vehicles per day. While traffic volumes are not sufficient to warrant signalization at this time, stop signs have been installed at each of the major thoroughfare intesections mentioned above to help regulate traffic flow through the Cinco Ranch development and reduce the potential for accidents. The current posted speed on Mason Road and all thoroughfares within Cinco Ranch is 35 miles per hour.

II. DESIGN STANDARDS

Mason Road is designed to Fort Bend County standards for major thoroughfares and is typical of all newly constructed urban thoroughfares intened to serve as access to residential and commercial developments along it's frontage. The minimum centerline radius of 2000 feet was adhered to on all curves along the alignment of Mason Road. No superelevation of paving sections was required or utilized. Left turn lanes were installed at all major thoroughfare intersections to accomodate the anticipated traffic movements. Transition lengths of left turn lanes, along with the curve radii were based on the standard anticipated posted speed of 35 miles per hour.

III. PROPOSED LAND USES

On behalf of Cinco Ranch Venture, Kerry R. Gilbert & Associates, Inc., has prepared a master land use plan for the development of the Cinco Ranch project. This preliminary plan for phase one of the development has been reviewed and approved by the City of Houston and Fort Bend County. With the completion of the thoroughfares and infrastructure for this phase, various individual projects are now underway or nearing implementation in accordance with the master plan.

As indicated on the enclosed map, landscaping along Mason Road is now underway. This project includes the installation of an irrigation system, landscape berms, trees, grass, shrubs, decorative fencing, and project identification markers. Street lights are also scheduled along this route.

Construction is also underway on a new building to house the University of Houston/West Houston Institute. The facility is lcoated on Mason Road, just north of Willow Fork Bayou, and will serve more than 3000 students when completed in August of this year.

Construction has begun on Willow Fork, Section One, the first residential development within Cinco Ranch. This section, being developed jointly by the Mischer Corporation and Kickerillo Company is located on Fry Road, just east of Mason Road, and is integrated with an 18 hole golf course, portions of which are already under construction and is scheduled for completion later this year.

Willow Fork, Section 2, another residential development, is located on Mason Road, immediately south of the Great Southwest Equestrian Center, and is scheduled for construction during the first half of 1988.

American General Realty Investment Corporation has recently purchased the tract adjacent to Mason Road across from the equestrian center and Willow Fork, Section 2, for the development of residential lots. Construction is expected to begin during the first half of 1988.

The Visitor's Center for the Cinco Ranch development is designed and is scheduled for completion this year. This facility is located on Mason Road adjacent to the University of Houston/West Houston Institute.

V. SUMMARY

The Cinco Ranch development is unique in that it chose to complete its thoroughfare and utility infrastructure system all at once instead of the segmented approach typically taken in developments of this type. This approach has proven beneficial to the citizens of northern Fort Bend County because of the immediate access and circulation provided by the thoroughfares. However, actual development of the area has only just begun and it will become increasingly important to maintain on appropriate degree of safety on access roads throughout the developemnt, not only for the general public passing through the area but for the construction crews and equipment involved in the development of the project.

Speed control plays a critical role in maintaining vehicular safety, especially in an area where construction is prevalent. Because Mason Road is the primary artery through the Cinco Ranch, it will be utilized often for access by construction equipment and the delivery of construction materials and supplies. The thoroughfares in Cinco Ranch, including Mason Road, were not designed to accomodate high speed traffic. Gnerally accepted traffic practice and procedures manuals consider roads intended to accomodate speeds in excess of 40 miles per hour as "high speed" facilities requiring special design considerations. Typically these design considerations involve limited access to the road or highway in question, larger curve radii, and superelevation on pavement sections. For example, the State Department of Highways and Public Transportation Procedures Manual indicates a minimum centerline radius of 11,459 feet without superelevation for highways posting a speed of 50 miles per hour. With superelevation of the paving section, the centerline radius for a 50 miles per hour design speed is reduced to 5,730 feet, far in excess of the 2000 ft. centerline radii utilized on Mason Road without superelevation of the paving section.

It appears that the basis for the recommendation of the County Engineer's office to increase the posted speed on Mason Road from 35 miles per hour to 45 or 50 miles per hour and to remove all stop signs on Mason Road is the actual speed of vehicles currently traveling Mason Road. The report prepared by the Engineers office indicates that a radar check was made on the afternoon of January 5, between 3:45 P.M. and 4:35 P.M. Of the 144 vehicles clocked, only six or 4% traveled below the posted 35 miles per hour speed limit. Thirty-four vehicles, or 24%, were clocked between 35 and 40 miles per hour, fifty vehicles, or 35%, were clocked between 41 and 46 miles per hour, 23, or 16%, were clocked between 47 and 50 miles per hour, and 31, or 21%, exceeded 50 miles per hour.

It is not our intent to dispute these findings. It is a well documented fact that the majority of drivers tend to exceed the posted speeds on most thoroughfares by 5 to 10 miles per hour and even more in undeveloped areas. However, it should be pointed out that in this case 75, or 52%, of the vehicles checked in the engineer's study were clocked below the recommended 45 miles per hour and 79% were clocked below the recommended 50 miles per hour. Even so, actual driving speeds should not be the sole basis for determining the posted speed along Mason Road. Various other factors must be considered. Among these are:

- Mason Road was designed and constructed to accomodate speeds less than the levels recommended in the engineer's report.

- Mason Road is intended to serve local, short distance traffic within the Cinco Ranch development, as well as, the "thru traffic" which now occurs.

- High rates of speed in areas where a significant amount of construction is occuring is unsafe for all concerned.

- The temporary lull in construction between the completion of the thoroughfare system within Cinco Ranch and the actual development of the frontage along Mason Road has created an appearance of inactivity which may be causing drivers to increase their rate of speed.

- The temporary lack of street lights along Mason Road warrants a lower rate of speed for night driving.

- Fry Road has recently been opened to Interstate Highway 10 and will contribute to the traffic volumes on Mason Road.

- The removal of stop signs along Mason Road at major intersections will encourage higher speeds and increase the potential for accidents.

- Enforcement is a more effective means of speed control than signage..... it is likely that drivers will exceed a higher posted speed limit.

When considering the above items it would appear to be in the best interest of the property owners and developers, as well as, the general public to maintain the posted speed of 35 miles per hour on Mason Road.

23. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS AS AUTHORIZED BY ART. 6252-17, SEC. 2(G), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closes Session.

No court action.

24. 1:30 P.M.-OPEN BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW FULL-SIZE 1/2-TON PICKUP TRUCKS (#88-02); (2) ONE OR MORE NEW FULL-SIZE 3/4 TON PICKUP TRUCKS (#88-03):

Open bids for one or more new full-size 1/2 ton pickup trucks:

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

A) A.C. COLLINS FORD
B) A.J. FOYT CHEVROLET
C) CHUCK MILLER
D) DUB MILLER FORD
E) GILMAN DODGE
F) JACK ROACH FORD
G) KINSEL FORD
H) KNAPP CHEVROLET
I) LAWRENCE MARSHALL CHEV-OLD
J) LES MARKES CHEVROLET
K) MICKEY BATSON GMC
L) UNIVERSAL FORD SALES

Open bids for one or more new full-size 3/4 ton pickup trucks:

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

A) A.C. COLLINS FORD
B) A.J. FOYT CHEVROLET
C) CHUCK MILLER FORD
D) DUB MILLER FORD
E) GILMAN DODGE
F) JACK ROACH FORD
G) KINSEL FORD
H) KNAPP CHEVROLET
I) LAWRENCE MARSHALL CHEV-OLDS
J) MICKEY BATSON GMC
K) UNIVERSAL FORD SALES

RECESS:

Commissioners' Court recessed at 11:30 a.m.

RECONVENE:

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

25. 1:45 P.M.- DRAINAGE DISTRICT BOARD WILL CONVENE (SEPARATE AGENDA):

See attached Drainage District Board minutes.

26. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills including an invoice from JaniKing for $53.50 to clean carpet at Animal Control.

(24) 01526

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW FULL SIZE ½ TON PICKUP TRUCK

BID NUMBER: 88-02

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FT. BEND COUNTY VENDOR LIST (NAME ONLY)
´070´$category

AS PER ORIGINAL

VENDOR NAME	BID PRICE
A.C. COLLINS FORD, INC.	9315.00
A.J. FOYT CHEVROLET	9420.65
BECK AND MASTEN GMC TRUCKS	
BOB MARCO BUICK-GMC-MAZDA	
BOB MARCO GMC	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	9560.00
DAN BOONE CHEVROLET	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD, INC.	11,958.58
EAST BERNARD FORD, INC.	
FRANK GILLMAN GMC	
FT BEND CHAMBER OF COMMERCE	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	9295.96
GOODSON GMC	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD	9288.55
JOE CAMP FORD	
JOE GRILLO DODGE	
JOE GRILLO OLDSMOBILE	
JOE MYER`S FORD INC.	
KINSEL FORD	10,022.40
KNAPP CHEVROLET	9048.00
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAWRENCE MARSHALL CHEV-OLDS	9217.08
LEHMAN GMC	
LEHMAN WEST HOUSTON CHRY PLY	
LES MARKES CHEVROLET	10,435.72
MACK HAIK PEACOCK CHEVROLET	
MARSHALL FORD-MERCURY	
MICKEY BATSON GMC	9814.14
MORT HALL FORD, INC.	
NOBLE PONTIAC GMC	
REGENCY CHEVROLET	
RICHARDSON CHEVROLET	
ROSENBERG/RICHMOND CHAMBER	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC	
UNIVERSAL FORD SALES, INC.	9609.00
WEST HOUSTON CHRY PLY GMC	
WESTWAY FORD, INC.	

26

Jani king®

INVOICE 01527

3727 Greenbriar, Suite 208 • Stafford, Texas 77477
(713) 240-6455

0034

AS PER ORIGINAL

Precinct #1 Fort Bend County
Commissioners Office
P.O. Box 148
Richmond, Texas 77469

INVOICE NO: 7-10-0188-OT

DATE: January 4, 1988

DUE: Upon Receipt

JANITORIAL SERVICES FOR THE MONTH OF December, 1987

ONE TIME: Cleaned carpet @ Animal Control Office Per Commissioner PUSTKA.

Billing:	$50.00
Sales Tax:	3.50
Total:	$53.50

AMOUNT DUE . . . . $ 53.50

PLEASE REMIT TO: JANI-KING OF HOUSTON
3727 Greenbriar, Suite 208
Stafford, Texas 77477
(713) 240-6455

1½% Interest Charged On All Past Due Accounts.

THANK YOU

27. AUTHORIZE PURCHASE OF HERBICIDE APPLICATOR FOR PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize purchase of herbicide applicator for Precinct 2 and award bid to CIBOLO MANUFACTURING in the amount of $60,081.00. (Recorded in minutes in full)

28. ADJOURNMENT:

Commissioners' Court adjourned at 2:30 p.m. Monday, January 18, 1988.

CC 12-21-87

201529

0034

AS PER ORIGINAL

PURCHASE OF ONE (1) OR MORE NEW TRUCK MOUNTED HERBICIDE APPLICATOR
WITH COMPUTERIZED CHEMICAL INJECTION SYSTEM. BID #87-105
(1 FOR PRECINCT #4)

COMPANY	UNIT BID PRICE	
CIBOLO MANUFACTURING Accepted 1105 SIMMONS STREET JOURDANTON, TEXAS 78026	60,081.00	FORD DIESEL APPLICATOR: OWN MANUFACTURE
BOETTCHER-HLAVINKA CO. P.O. BOX 190 EAST BERNARD, TEXAS 77435	61,666.00	FORD F700 DIESEL APPLICATOR: CROSS EQUIPMENT ALBANY, GA.

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW FULL SIZE 3/4 TON PICKUP TRUCK 01530

BID NUMBER: 88-03

0034

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'070'$category

VENDOR NAME	BID PRICE
A.C. COLLINS FORD, INC.	9974.00
A.J. FOYT CHEVROLET	9907.49
BECK AND MASTEN GMC TRUCKS	
BOB MARCO BUICK-GMC-MAZDA	
BOB MARCO GMC	
BOB ROBERTSON CHEVROLET	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	10,267.97
DAN BOONE CHEVROLET	
DOUG RUSSELL CHEVROLET, INC.	
DUB MILLER FORD, INC.	10,327.57
EAST BERNARD FORD, INC.	
FRANK GILLMAN GMC	
FT BEND CHAMBER OF COMMERCE	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	9591.28
GOODSON GMC	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD	9953.52
JOE CAMP FORD	
JOE GRILLO DODGE	
JOE GRILLO OLDSMOBILE	
JOE MYER'S FORD INC.	
KINSEL FORD	10,892.06
KNAPP CHEVROLET	9697.00
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAWRENCE MARSHALL CHEV-OLDS	9970.07
LEHMAN GMC	
LEHMAN WEST HOUSTON CHRY PLY	
LES MARKES CHEVROLET	
MACK HAIK PEACOCK CHEVROLET	
MARSHALL FORD-MERCURY	
MICKEY BATSON GMC	10,486.32
MORT HALL FORD, INC.	
NOBLE PONTIAC GMC	
REGENCY CHEVROLET	
RICHARDSON CHEVROLET	
ROSENBERG/RICHMOND CHAMBER	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC	
UNIVERSAL FORD SALES, INC.	10,296.00
WEST HOUSTON CHRY PLY GMC	
WESTWAY FORD, INC.	

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 18TH day of JANUARY, 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
DAN GERKEN	DRAINAGE MANAGER

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

1. CONSIDER ACCEPTING EXTENSION OF LETTER OF CREDIT #6175 ON LOWER OYSTER CREEK:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept extension of Letter of Credit #6175 on Lower Oyster Creek as presented by Dan Gerken, Drainage Engineer. (Recorded in minutes in full)

2. CONSIDER ACCEPTANCE OF EASEMENT ON DITCH "H" FROM CITY OF SUGAR LAND:

   Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept easement on Ditch "H" from City of Sugar Land. (Recorded in minutes in full)

3. REVIEW DRAINAGE DISTRICT MONTHLY REPORT:

   Dan Gerken discussed drainage report for month of December 1987.

4. 2:00 P.M.-HOLD PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION APPROVING LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK & STAFFORD RUN WATERSHEDS, AND AUTHORIZING PREPARATION OF A CAPITAL IMPROVEMENTS PLAN; AND CONSIDER TAKING ACTION ON SAME:

   Joe B. Allen, Vinson & Elkins, summarized the watershed project.

   Carol Stephens, member of the appointed Advisory Board, presented the Boards written recommendations.

   Comments from the public:

   Allen Pottack, representing Mr. J. Frost

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt the resolution approving land use assumptions for Middle Oyster Creek, Flat Bank Creek and Stafford Run Watersheds and authorize preparation of a capitol improvement plan. (Recorded in minutes in full)

5. ADJOURNMENT:

   Drainage District Board adjourned at 2:30 p.m. Monday, January 18, 1988.

01532

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Texas Commerce Bank

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION
International Banking Group
P.O. BOX 2558
HOUSTON, TEXAS 77252-8024
TELEX: 775418

AS PER ORIGINAL #1

DATE: JANUARY 07, 1988

AMENDMENT NO. 002
TO STANDBY LETTER OF CREDIT
NO: S006175

APPLICANT:
GEMCRAFT INC.
9494 SOUTHWEST FREEWAY
HOUSTON, TEXAS 77074

ADVISING BANK:

REFERENCE NO:

BENEFICIARY:
BOARD OF DIRECTORS
FORT BEND COUNTY DRAINAGE
DISTRICT, P.O. BOX 1449
ROSENBURG, TEXAS 77471
ATTN: MR. STANLEY L. KUCHERKA JR
P.E.

GENTLEMEN,

THIS LETTER OF CREDIT IS HEREBY AMENDED AS FOLLOWS:

EXPIRATION DATE EXTENDED TO JANUARY 15, 1989

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. THIS AMENDMENT IS PART OF THE REFERENCED LETTER OF CREDIT AND MUST BE ATTACHED THERETO.

Helen Francis
AUTHORIZED SIGNATURE

FILED
'88 JAN 20 P1:53
Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY TEXAS

8803221

2008 1667

FORT BEND COUNTY DRAINAGE DISTRICT

01533

RIGHT OF WAY EASEMENT

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AS PER ORIGINAL

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

City of Sugar Land

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 [redacted] across said land, to-wit:

Being 0.82 acres of land located in the Alexander Hodge League, Abstract 32, Fort Bend County, Texas, and more particularly being a portion of that certain 5928.817 acre tract of land conveyed to Sugarland Properties Incorporated by instrument of record in Volume 607, Page 101 of the Deed Records of Fort Bend County, Texas;

Commencing for reference at the most Westerly Northwest corner of the a forementioned 5928.817 acre tract, same being in the Southerly line of U. S. Highway 59 and 90-A (175.00 feet wide);

Thence, with the Southerly line of U. S. Highway 59 and 90-A, North 59° 12' 33" East, 405.78 feet to a point for corner;

Thence, leaving said Southerly line, South 73° 07' 06" East, 1860.95 feet to a point;

Thence, South 01° 51' 06" East, 352.19 feet to a point for corner in the Northerly line of that certain 0.92 acre tract of land conveyed to the City of Sugar Land, Texas, by instrument of record in Volume 445, Page 375, of the Deed Records of Fort Bend County, Texas, said point being the POINT OF BEGINNING;

Thence, with the Northerly line of said 0.92 acre tract, South 86° 31' 28" West, 179.92 feet to a point for corner;

Thence, South 03° 24' 08" East, 201.07 feet to a point for corner;

(See Attachment "A")

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0034

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 6th day of January, A. D. 19 88.

Lee Duggar, Mayor

2008 1669
01535 0034

AS PER ORIGINAL

THE STATE OF TEXAS
COUNTY OF Fort Bend

BEFORE ME _____

Lee Thomas Meyer
Sugar Land, Fort Bend County, Texas, 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, This 6th day of January, A. D. 19 86.

(L. S.)

Sherlie Sundermann

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME _____

_____, in and for _____ County, Texas, on this day personally appeared _____, wife of _____ known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19____

(L. S.)

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME _____

_____, in and for _____ County, Texas, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19____

(L. S.)

ENDORSEMENTS

THE STATE OF TEXAS,
County of Fort Bend

I, DIANNE WILSON, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____, A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock ____M., and duly recorded this the _____ day of _____, A. D. 19____ at _____ o'clock ____M., in the Deed Records of said County, in Volume _____ on Page _____.

Witness my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Dianne Wilson

Clerk of Court, Fort Bend County, Texas.

By _____, Deputy

Rel: To Elida

RETURN TO: DRAINAGE DISTRICT

2008 1670 AS PER ORIGINAL

FILED

'88 JAN 20 P2:11

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND

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

JAN 22 1988

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

01536

0034

RIGHT-OF-WAY EASEMENT

BY

TO

FORT BEND COUNTY DRAINAGE DISTRICT

Filed for Record

This _____ day of _____

A. D. 19____, at _____ o'clock ____M.

Recorded

This _____ day of _____

A. D. 19____, in _____

County, Texas, Records of Deeds.

Book _____ Page _____

_____, Clerk

_____, Deputy

Return to:

#3

COUNTY OF FORT BEND

01537

Drainage District

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

0034

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

David W. Jalowy
Construction / Maintenance
6400 Homestead Road
Rosenberg, Texas 77471
342-0141

MONTHLY REPORT

DECEMBER, 1987

Shredding was the primary method used to remove unwanted vegetation from channels during December, 1987. A total of thirty-eight (38) streams including Big Creek II-B, Fulshear Creek II-F, Sims Bayou and several of its tributaries, and Snake Creek and several of its tributaries received work.

Wet weather cancelled all shredding operations on the last seven and one-half (7 1/2) work days of the month.

A variety of activities was done during the wet period.

One of these activities was the repair of body damage to several vehicles. Vehicle E-19 is a 1979 model Ford 1/2 ton pickup that had fender damage, as well as several small dents in various locations. All dents were repaired and the entire vehicle was repainted and changed from white color to blue color to match our other vehicles. All vinyl and door panels on the interior were repainted from green to blue.

Vehicle E-30 is a 1981 Chevrolet 1/2 ton pickup that had several small dents and deteriorated paint. The dents were removed and the vehicle was repainted. A used dashboard panel was bought and painted to match the interior and installed.

Vehicle E-20 is a 1980 Ford 3/4 ton pickup. A used tailgate was installed and the vehicle was repainted.

Work was also started on the reconditioning of several of the metallic buildings at the District's maintenance facility. Roofs on four (4) of the buildings were treated to remove rusted spots. One roof on a 50' x 100' building was recoated with two (2) coats of primer in preparation for a final coat of white paint. All buildings on the site will be repainted when conditions don't allow normal maintenance activities on the District's network of streams and channels. All will be painted with blue sides and white roofs.

The District's bridge crew finished a new bridge across Big Creek near Hartledge Road, as well as a new low-water crossing on an adjoining tract. A new bridge was started on Rabbs Bayou on the Williams' tract.

On December 16 the Ruston Bucyrus RB-22 dragline began work on Big Creek II-B-7. Work here consists of reshaping the sideslopes on the channel downstream of F.M. 2977 and the removal of areas of siltation upstream of F.M. 2977. The channel is not being enlarged at this time.

The excavation of Buffalo Creek continued during December. Although dirt spreading is still being done, all excavation is now complete up to Hurta Road. A total of fifteen thousand (15,000) cubic yards of spoil dirt was removed.

The Turkey Creek II-A-2 excavation was finished with work stopping at Rycade School Road. The spreading of spoil dirt is still being done.

The following charts show where equipment worked during December, 1987.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL 01539

0034

1. PRECINCT 3

E226-CATERPILLAR D6D DOZER	12/8-12/9

2. BIG CREEK II-B

E193-LINKBELT LS128 DRAGLINE	12/1-12/3, 12/7-12/10
E227-FIAT ALLIS FD30 DOZER	12/1-12/4, 12/7-12/11, 12/14-12/15
E519-LINKBELT LS2800 TRACKHOE	12/1, 12/14-12/16

3. BIG CREEK II-B-7

E136-RUSTONBUCYRUS 22 DRAGLINE	12/16-12/18

4. BUFFALO CREEK I-B-3

E133-NORTHWEST 41AIR DRAGLINE	12/1-12/4, 12/7-12/8, 12/10
E134-LINKBELT LS98A DRAGLINE	12/11, 12/14-12/18, 12/22-12/24, 12/28-12/31
E137-FIAT ALLIS 16B DOZER	12/8-12/11, 12/14-12/18
E224-FIAT ALLIS FD20 DOZER	12/7-12/11, 12/14-12/18, 12/23-12/24, 12/31
E226-CATERPILLAR D6D DOZER	12/9-12/11, 12/14-12/15, 12/18
E247-RAPIER NCK305 DRAGLINE	12/1-12/4, 12/7-12/11, 12/14-12/18, 12/21-12/24, 12/29-12/31

5. DRY CREEK II-B-2

E241-CASE 855C LOADER	12/14-12/16
E519-LINKBELT LS2800 TRACKHOE	12/18
E526-DRESSER TD25G DOZER	12/17-12/18
K305-KOEHRING K305 DRAGLINE	12/4, 12/7-12/11, 12/14-12/18

6. GAPPS SLOUGH II-B-10-a-2

E519-LINKBELT LS2800 TRACKHOE	12/10-12/11

7. HOGG BAYOU II-A-3

E519-LINKBELT LS2800 TRACKHOE	12/4

8. RABBS BAYOU II-D

E193-LINKBELT LS128 DRAGLINE	12/16, 12/18, 12/22-12/24, 12/28-12/31
E225-FIATALLIS FG85MOTORGRADER	12/17-12/18
E519-LINKBELT LS2800 TRACKHOE	12/1-12/2, 12/4, 12/7-12/9, 12/16-12/17, 12/22-12/24, 12/30
E526-DRESSER TD25G DOZER	12/1-12/4, 12/7-12/11, 12/14-12/16

9. SNAKE CREEK I-C-4

E136-RUSTONBUCYRUS 22 DRAGLINE	12/11, 12/14-12/15

10. TURKEY CREEK II-A-2

E134-LINKBELT LS98A DRAGLINE	12/1-12/4
E135-NORTHWEST 9570 DRAGLINE	12/1-12/4
E137-FIAT ALLIS 16B DOZER	12/1-12/4, 12/8
E227-FIAT ALLIS FD30 DOZER	12/16-12/18, 12/21-12/24
E519-LINKBELT LS2800 TRACKHOE	12/3-12/4, 12/31
E526-DRESSER TD25G DOZER	12/22-12/24
E532-DRESSER TD25G DOZER	12/18, 12/21-12/24

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

01540

0034

1. BEE CREEK II-A-1

E512-HESSTON 7066 TRACTOR	12/14-12/15
E517-MF 283 SLOPEMOWER	12/14-12/15

2. BIG CREEK II-B

E105-JOHNDEERE 350B SLOPEMOWER	12/1-12/4, 12/7-12/11, 12/14-12/18
E107-JOHNDEERE 350C SLOPEMOWER	12/1-12/4, 12/7-12/11, 12/14
E229-HESSTON 7066 TRACTOR	12/1-12/4, 12/7-12/11
E512-HESSTON 7066 TRACTOR	12/1-12/4, 12/7-12/11

3. BRAZOS RIVER II-MM

E243-FORD 6610 SLOPEMOWER	12/9-12/10

4. BROOKSHIRE CREEK II-F-1

E115-JOHNDEERE 350C SLOPEMOWER	12/7-12/9, 12/11
E118-JOHNDEERE 350C SLOPEMOWER	12/7-12/9, 12/11
E513-HESSTON 7066 TRACTOR	12/7-12/11

5. BROOKSHIRE CREEK II-F-1-a

E146-INTL. 784 TRACTOR	12/10-12/11
E243-FORD 6610 SLOPEMOWER	12/10-12/11
E524-HESSTON 7066 SLOPEMOWER	12/10

6. CLEAR CREEK VI

E106-JOHNDEERE 350C SLOPEMOWER	12/17-12/18
E121-JOHNDEERE 350C SLOPEMOWER	12/18
E126-JOHNDEERE 2640 SLOPEMOWER	12/17-12/18

7. DUVAL DITCH II-J

E115-JOHNDEERE 350C SLOPEMOWER	12/18
E117-JOHNDEERE 350C SLOPEMOWER	12/18
E118-JOHNDEERE 350C SLOPEMOWER	12/18
E146-INTL. 784 TRACTOR	12/18

8. FAIRCHILDS CR. II-B-10

E102-JOHNDEERE 350 SLOPEMOWER	12/7-12/8
E109-JOHNDEERE 350C SLOPEMOWER	12/1-12/4, 12/7-12/8
E128-INTL. 784 SLOPEMOWER	12/1-12/4
E517-MF 283 SLOPEMOWER	12/1-12/4, 12/7

9. FULSHEAR CREEK II-F

E113-JOHNDEERE 350C SLOPEMOWER	12/3-12/4, 12/7-12/9
E115-JOHNDEERE 350C SLOPEMOWER	12/1-12/4, 12/15
E117-JOHNDEERE 350C SLOPEMOWER	12/3-12/4, 12/7-12/9, 12/14-12/17
E118-JOHNDEERE 350C SLOPEMOWER	12/1-12/4, 12/15
E146-INTL. 784 TRACTOR	12/4, 12/7-12/9, 12/14-12/15
E243-FORD 6610 SLOPEMOWER	12/7-12/9, 12/14-12/15
E513-HESSTON 7066 TRACTOR	12/1-12/4, 12/15
E524-HESSTON 7066 SLOPEMOWER	12/7-12/9

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL 01541

0034

10. HADY CREEK II-F-2

E112-JOHNDEERE 350C SLOPEMOWER	12/15
E113-JOHNDEERE 350C SLOPEMOWER	12/16
E115-JOHNDEERE 350C SLOPEMOWER	12/15-12/17
E118-JOHNDEERE 350C SLOPEMOWER	12/15-12/17
E146-INTL. 784 TRACTOR	12/9, 12/15-12/17
E243-FORD 6610 SLOPEMOWER	12/15-12/16
E513-HESSTON 7066 TRACTOR	12/15-12/17
E524-HESSTON 7066 SLOPEMOWER	12/15, 12/17

11. HADY CREEK II-F-2-a

E113-JOHNDEERE 350C SLOPEMOWER	12/17
E146-INTL. 784 TRACTOR	12/9, 12/17

12. KEEGANS BAYOU VIII-A

E142-MF 255 TRACTOR	12/16-12/18
E230-HESSTON 7066 TRACTOR	12/17-12/18
E515-HESSTON 7066 TRACTOR	12/17-12/18

13. KEEGANS BAYOU VIII-A-1

E119-JOHNDEERE 350C SLOPEMOWER	12/17-12/18
E122-JOHNDEERE 350C SLOPEMOWER	12/17-12/18
E124-JOHNDEERE 350C SLOPEMOWER	12/17-12/18

14. MEANS DITCH I-F

E130-INTL. 784 SLOPEMOWER	12/3

15. SIMS BAYOU VIII-B

E106-JOHNDEERE 350C SLOPEMOWER	12/8, 12/10-12/11, 12/14-12/17
E111-JOHNDEERE 350C SLOPEMOWER	12/8, 12/10-12/11, 12/14
E126-JOHNDEERE 2640 SLOPEMOWER	12/8-12/9, 12/15-12/17
E142-MF 255 TRACTOR	12/9-12/11, 12/14-12/16
E230-HESSTON 7066 TRACTOR	12/9-12/11, 12/14-12/15
E515-HESSTON 7066 TRACTOR	12/9-12/11, 12/14-12/16
E523-HESSTON 7066 SLOPEMOWER	12/14-12/16

16. SIMS BAYOU VIII-B-1

E119-JOHNDEERE 350C SLOPEMOWER	12/1-12/4, 12/7-12/8, 12/10-12/11, 12/14-12/15
E122-JOHNDEERE 350C SLOPEMOWER	12/2-12/4, 12/7-12/11, 12/14-12/16
E124-JOHNDEERE 350C SLOPEMOWER	12/1-12/4, 12/7-12/11, 12/14-12/15
E142-MF 255 TRACTOR	12/1-12/4, 12/7-12/9
E230-HESSTON 7066 TRACTOR	12/1-12/4, 12/7-12/9
E515-HESSTON 7066 TRACTOR	12/7-12/9

17. SIMS BAYOU VIII-B-1-a

E106-JOHNDEERE 350C SLOPEMOWER	12/7-12/8
E111-JOHNDEERE 350C SLOPEMOWER	12/7-12/8
E119-JOHNDEERE 350C SLOPEMOWER	12/16
E124-JOHNDEERE 350C SLOPEMOWER	12/16
E126-JOHNDEERE 2640 SLOPEMOWER	12/7

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

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18. SIMS BAYOU VIII-B-1-b

E106-JOHNDEERE 350C SLOPEMOWER	12/3, 12/7
E111-JOHNDEERE 350C SLOPEMOWER	12/3-12/4, 12/7
E126-JOHNDEERE 2640 SLOPEMOWER	12/7-12/8
E515-HESSTON 7066 TRACTOR	12/4

19. SIMS BAYOU VIII-B-1-c

E106-JOHNDEERE 350C SLOPEMOWER	12/2
E121-JOHNDEERE 350C SLOPEMOWER	12/2
E126-JOHNDEERE 2640 SLOPEMOWER	12/2-12/4
E515-HESSTON 7066 TRACTOR	12/2-12/3

20. SIMS BAYOU VIII-B-2-a

E515-HESSTON 7066 TRACTOR	12/16

21. SIMS BAYOU (CANGELOSI DITCH) VIII

E106-JOHNDEERE 350C SLOPEMOWER	12/1
E111-JOHNDEERE 350C SLOPEMOWER	12/1
E121-JOHNDEERE 350C SLOPEMOWER	12/1
E126-JOHNDEERE 2640 SLOPEMOWER	12/1, 12/17
E515-HESSTON 7066 TRACTOR	12/1

22. SNAKE CREEK I-C

E103 JOHNDEERE 350B SLOPEMOWER	12/1-12/4
E108-JOHNDEERE 350C SLOPEMOWER	12/7-12/11, 12/14-12/18
E110-JOHNDEERE 350C SLOPEMOWER	12/4, 12/7-12/11, 12/14-12/18
E120-JOHNDEERE 350B SLOPEMOWER	12/8-12/11, 12/14-12/18
E123-JOHNDEERE 350C SLOPEMOWER	12/1-12/4, 12/7-12/11, 12/14-12/18
E130-INTL. 784 SLOPEMOWER	12/2, 12/4, 12/7-12/11, 12/14-12/17
E231-HESSTON 7066 TRACTOR	12/1-12/3, 12/7-12/11, 12/14-12/17
E514-HESSTON 7066 TRACTOR	12/2, 12/4, 12/7-12/11, 12/14-12/16, 12/18
E525-HESSTON 7066 SLOPEMOWER	12/3-12/4, 12/7-12/11, 12/14-12/16

23. SNAKE CREEK I-C-10

E231-HESSTON 7066 TRACTOR	12/18
E525-HESSTON 7066 SLOPEMOWER	12/17-12/18

24. SNAKE CREEK I-C-11

E130-INTL. 784 SLOPEMOWER	12/17
E514-HESSTON 7066 TRACTOR	12/17
E525-HESSTON 7066 SLOPEMOWER	12/17

25. SNAKE CREEK I-C-12

E130-INTL. 784 SLOPEMOWER	12/14

26. SNAKE CREEK I-C-12-a

E525-HESSTON 7066 SLOPEMOWER	12/14

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL 01543

0034

27. SNAKE CREEK I-C-13

E130-INTL. 784 SLOPEMOWER	12/10
E514-HESSTON 7066 TRACTOR	12/10
E525-HESSTON 7066 SLOPEMOWER	12/10

28. TURKEY CREEK I-D

E108-JOHNDEERE 350C SLOPEMOWER	12/1-12/4, 12/10
E110-JOHNDEERE 350C SLOPEMOWER	12/1-12/3
E130-INTL. 784 SLOPEMOWER	12/1, 12/3
E514-HESSTON 7066 TRACTOR	12/1-12/2
E525-HESSTON 7066 SLOPEMOWER	12/1-12/3

29. TURKEY CREEK I-D-12

E514-HESSTON 7066 TRACTOR	12/4

30. TURKEY CREEK I-D-9

E514-HESSTON 7066 TRACTOR	12/4

31. TURKEY CREEK II-A-2

E154-CASE 1390 TRACTOR	12/16-12/17
E512-HESSTON 7066 TRACTOR	12/15-12/16
E517-MF 283 SLOPEMOWER	12/15-12/18

32. TURKEY CREEK II-A-2-a

E154-CASE 1390 TRACTOR	12/7-12/11
E517-MF 283 SLOPEMOWER	12/8-12/11

33. TURKEY CREEK II-A-2-a-1

E512-HESSTON 7066 TRACTOR	12/14
E517-MF 283 SLOPEMOWER	12/14

34. TURKEY CREEK II-A-2-b

E154-CASE 1390 TRACTOR	12/18
E512-HESSTON 7066 TRACTOR	12/17-12/18

35. TURKEY CREEK II-A-2-c

E154-CASE 1390 TRACTOR	12/18
E512-HESSTON 7066 TRACTOR	12/17-12/18

36. WEST SIMONTON DITCH II-YY

E146-INTL. 784 TRACTOR	12/17-12/18
E513-HESSTON 7066 TRACTOR	12/17

37. WILLOW FORK OF BUFFALO BAYOU V-A

E113-JOHNDEERE 350C SLOPEMOWER	12/1-12/2
E117-JOHNDEERE 350C SLOPEMOWER	12/1-12/2
E146-INTL. 784 TRACTOR	12/1

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL 01544

0034

38. WILLOW FORK OF BUFFALO BAYOU V-A-3-1

E146-INTL. 784 TRACTOR	12/1-12/3
E243-FORD 6610 SLOPEMOWER	12/1-12/3
E524-HESSTON 7066 SLOPEMOWER	12/1-12/3

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

01545

0034

1. BIG CREEK II-B
   E158-CASE 1390 TRACTOR 12/1-12/3, 12/14, 12/17-12/18

2. OYSTER CREEK II-K-3
   HANDSPRAYING 12/16

AS PER ORIGINAL

01546

0034

ATTACHMENT "A"

Thence, North 86° 34' 15" East, 174.47 feet to a point for corner;

Thence, North 01° 51' 03" West, 201.29 feet to the POINT OF BEGINNING and containing 0.80 acres of land.

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.

R. D. Drachenberg

STATE OF TEXAS
R. D. DRACHENBERG
3939
REGISTERED
PUBLIC SURVEYOR

Drainage #4

AS PER ORIGINAL 01547

0034

January 11, 1988

The Honorable Jodie Stavinoha
Fort Bend County Judge
400 Jackson
County Courthouse
Richmond, TX 77469

Fort Bend County Commissioners
400 Jackson
County Courthouse
Richmond, TX 77469

Re: Land Use Assumptions for Middle Oyster Creek, Flat Bank Creek and Stafford Run Watersheds

Dear Judge Stavinoha and County Commissioners:

By resolution adopted on December 14, 1987, the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court") appointed the undersigned to serve on a capital improvements advisory committee (the "Advisory Committee"). The Advisory Committee was established to assist and advise the Commissioners Court with respect to considering the imposition of charges or assessments ("Impact Fees") against new development within the watersheds of Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area").

The Advisory Committee was specifically requested to assist and advise the Commissioners Court in preparing a description of the service area, projections of changes in land uses, densities and population over at least a 10-year period (the "Land Use Assumptions") for the Service Area. The Advisory Committee has reviewed the proposed Land Use Assumptions attached hereto as Exhibit "A". The Advisory Committee finds the Land Use Assumptions reasonable and recommends your approval.

Respectfully submitted,

Lee Dugan

John Knox

Leonard Scarcella

Carl Stephens

Tom Wilcox

678:2627
MAD12(79)

Return other copy 1/20/88

FORT BEND COUNTY DRAINAGE DISTRICT

PROPOSED LAND USE ASSUMPTIONS TO BE USED IN CONNECTION WITH ADOPTION OF IMPACT FEES FOR FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN

Article 1269j-4.11, Vernon's Texas Civil Statutes, which was passed during the 70th regular legislative session, requires that as a prerequisite to imposing charges or assessments against new development ("Impact Fees") a political subdivision is required to approve a description of the service area, projections of changes on land uses, densities, intensities and population over at least a 10-year period ("Land Use Assumptions"). Following is the Land Use Assumptions with respect to imposing Impact Fees for flood control improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area").

I. DESCRIPTION OF SERVICE AREA AND GENERAL NATURE OF IMPROVEMENTS

The Service Area, earlier defined as Middle Oyster Creek, Flat Bank Creek and Stafford Run, is illustrated by Exhibit "A". This Service Area drains approximately 11,772 acres in east Fort Bend County, and extends south from Highway 90A to the Brazos River.

The proposed flood control improvements include but are not limited to channel improvements, improving street and canal crossings, constructing on-line detention facilities, expanding existing major streams, drainage appurtenances, and erosion control measures. The improvements will allow for new development of 5,119 acres within the Service Area and alleviate flooding conditions for the 4,149 acres in existing development. The proposed Impact Fees will be utilized to pay for the portion of the improvement costs necessitated by and attributable to the new development. Additional flood control improvements will be required to allow development of the remaining 2,504 acres.

EXHIBIT "A"

II. PROJECTIONS OF CHANGES IN LAND USES, DENSITIES, INTENSITIES, AND POPULATION WITHIN THE SERVICE AREA

A. Present and Projected Land Use in Acres

Present Land Use		Projected New Development from 1987 - 2007	
Single Family	2,270	Single Family	2,765
Multi-Family	140	Multi-Family	476
Commercial	396	Commercial	825
Industrial	112	Industrial	205
Open Space	553	Open Space	166
Other	678	Other	205
Undeveloped	7,623		
		Total	4,642

Remaining undeveloped acreage: 2,981

B. Densities/Intensities

Land uses are projected to change on 4,642 acres from an undeveloped condition to a developed condition with the land uses set forth in Section A above. No change in densities and intensities is projected for 4,149 acres of existing development.

C. Actual and Projected Population

1987 -- 24,135
1990 -- 30,498
1995 -- 39,570
2000 -- 44,268
2007 -- 48,888

MAD12(15)

RESOLUTION APPROVING LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND AUTHORIZING PREPARATION OF A CAPITAL IMPROVEMENTS PLAN

WHEREAS, the Fort Bend County Drainage District (the "Drainage District") 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 of Fort Bend County (the "Commissioners Court") is designated as the governing body of the Drainage District and the agency through which management and control of the Drainage District is administered; and

WHEREAS, the Commissioners Court has determined that there is a substantial need for flood control improvements in the watersheds of Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area"), which are located in Fort Bend County; and desires to authorize the Drainage District to impose charges or assessments ("Impact Fees") against new development within the Service Area to help finance the flood control improvements necessitated by and attributable to such new development;

WHEREAS, Article 1269j-4.11, §§ 1-11, Vernon's Texas Civil Statutes ("Article 1269j-4.11") was passed, during the 70th regular session of the legislature, and as of September 1, 1987, regulates the imposition of Impact Fees by a political subdivision against new development; and

Whereas, Article 1269j-4.11 authorizes any county with a population of at least 2.2 million, or a county which borders a county of that population, and any district or authority created under Article XVI, Section 59, of the Constitution within such county that is authorized to provide flood control improvements, to impose Impact Fees to provide storm water, drainage and flood control improvements necessary to accommodate new development; and

WHEREAS, on December 14, 1987, the Commissioners Court adopted a resolution setting a public hearing to consider a description of the Service Area, projections of changes in land uses, densities, intensities and population therein over a 10-year period (the "Land Use Assumptions") for the

Service Area, and appointing a capital improvements advisory committee (the "Advisory Committee"); and

WHEREAS, notice of the public hearing on the Land Use Assumptions was published in a newspaper of general circulation in the County in accordance with Article 1269j-4.11; and

WHEREAS, such Land Use Assumptions have been prepared and the Land Use Assumptions, including the time period of the projections, and a description of the general nature of the improvement facilities have been made available for public inspection as required by Subsection (b) of Section 3 of Article 1269j-4.11; and

WHEREAS, the Advisory Committee has reviewed and approved the Land Use Assumptions;

WHEREAS, Article 1269j-4.11 requires that upon approval of the Land Use Assumptions, a political subdivision must provide for a plan which identifies the capital improvements pursuant to which the Impact Fees may be assessed (the "Capital Improvements Plan") to be developed by qualified professionals using generally accepted engineering and planning practices; and

WHEREAS, the Commissioners Court now desires to proceed with any and all necessary action to adopt an Impact Fee in the Service Area;

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

Section 1: The Commissioners Court desires to consider the imposition of Impact Fees in the Service Area to provide the flood control improvements necessitated by and attributable to new development in the Service Area.

Section 2: The Commissioners Court hereby approves the Land Use Assumptions for the Service Area that will be used to develop the Capital Improvements Plan. The Land Use Assumptions are attached hereto as Exhibit "A".

Section 3: Lichliter/Jameson & Associates, Inc. is hereby authorized to prepare the Capital Improvements Plan and to calculate the Impact Fee in accordance with Subsection (d) of Section 2 of Article 1269-4.11.

PASSED AND APPROVED this 18th day of January, 1988.

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)

FORT BEND COUNTY DRAINAGE DISTRICT

PROPOSED LAND USE ASSUMPTIONS TO BE USED IN CONNECTION WITH ADOPTION OF IMPACT FEES FOR FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN

Article 1269j-4.11, Vernon's Texas Civil Statutes, which was passed during the 70th regular legislative session, requires that as a prerequisite to imposing charges or assessments against new development ("Impact Fees") a political subdivision is required to approve a description of the service area, projections of changes on land uses, densities, intensities and population over at least a 10-year period ("Land Use Assumptions"). Following is the Land Use Assumptions with respect to imposing Impact Fees for flood control improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area").

I. DESCRIPTION OF SERVICE AREA AND GENERAL NATURE OF IMPROVEMENTS

The Service Area, earlier defined as Middle Oyster Creek, Flat Bank Creek and Stafford Run, is illustrated by Exhibit "A". This Service Area drains approximately 11,772 acres in east Fort Bend County, and extends south from Highway 90A to the Brazos River.

The proposed flood control improvements include but are not limited to channel improvements, improving street and canal crossings, constructing on-line detention facilities, expanding existing major streams, drainage appurtenances, and erosion control measures. The improvements will allow for new development of 5,119 acres within the Service Area and alleviate flooding conditions for the 4,149 acres in existing development. The proposed Impact Fees will be utilized to pay for the portion of the improvement costs necessitated by and attributable to the new development. Additional flood control improvements will be required to allow development of the remaining 2,504 acres.

II. PROJECTIONS OF CHANGES IN LAND USES, DENSITIES, INTENSITIES, AND POPULATION WITHIN THE SERVICE AREA

A. Present and Projected Land Use in Acres

Present Land Use		Projected New Development from 1987 - 2007	
Single Family	2,270	Single Family	2,765
Multi-Family	140	Multi-Family	476
Commercial	396	Commercial	825
Industrial	112	Industrial	205
Open Space	553	Open Space	166
Other	678	Other	205
Undeveloped	7,623		
		Total	4,642

Remaining undeveloped acreage: 2,981

B. Densities/Intensities

Land uses are projected to change on 4,642 acres from an undeveloped condition to a developed condition with the land uses set forth in Section A above. No change in densities and intensities is projected for 4,149 acres of existing development.

C. Actual and Projected Population

1987 -- 24,135
1990 -- 30,498
1995 -- 39,570
2000 -- 44,268
2007 -- 48,888

MAD12(15)

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 18th day of January, 1988, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court and officers of the Fort Bend County Drainage District, 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 APPROVING LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND AUTHORIZING PREPARATION OF A CAPITAL IMPROVEMENTS PLAN

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:

return other orig 1/20/88

RESOLUTION APPROVING LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND AUTHORIZING PREPARATION OF A CAPITAL IMPROVEMENTS PLAN

WHEREAS, the Fort Bend County Drainage District (the "Drainage District") 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 of Fort Bend County (the "Commissioners Court") is designated as the governing body of the Drainage District and the agency through which management and control of the Drainage District is administered; and

WHEREAS, the Commissioners Court has determined that there is a substantial need for flood control improvements in the watersheds of Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area"), which are located in Fort Bend County; and desires to authorize the Drainage District to impose charges or assessments ("Impact Fees") against new development within the Service Area to help finance the flood control improvements necessitated by and attributable to such new development;

WHEREAS, Article 1269j-4.11, §§ 1-11, Vernon's Texas Civil Statutes ("Article 1269j-4.11") was passed, during the 70th regular session of the legislature, and as of September 1, 1987, regulates the imposition of Impact Fees by a political subdivision against new development; and

Whereas, Article 1269j-4.11 authorizes any county with a population of at least 2.2 million, or a county which borders a county of that population, and any district or authority created under Article XVI, Section 59, of the Constitution within such county that is authorized to provide flood control improvements, to impose Impact Fees to provide storm water, drainage and flood control improvements necessary to accommodate new development; and

WHEREAS, on December 14, 1987, the Commissioners Court adopted a resolution setting a public hearing to consider a description of the Service Area, projections of changes in land uses, densities, intensities and population therein over a 10-year period (the "Land Use Assumptions") for the

Service Area, and appointing a capital improvements advisory committee (the "Advisory Committee"); and

WHEREAS, notice of the public hearing on the Land Use Assumptions was published in a newspaper of general circulation in the County in accordance with Article 1269j-4.11; and

WHEREAS, such Land Use Assumptions have been prepared and the Land Use Assumptions, including the time period of the projections, and a description of the general nature of the improvement facilities have been made available for public inspection as required by Subsection (b) of Section 3 of Article 1269j-4.11; and

WHEREAS, the Advisory Committee has reviewed and approved the Land Use Assumptions;

WHEREAS, Article 1269j-4.11 requires that upon approval of the Land Use Assumptions, a political subdivision must provide for a plan which identifies the capital improvements pursuant to which the Impact Fees may be assessed (the "Capital Improvements Plan") to be developed by qualified professionals using generally accepted engineering and planning practices; and

WHEREAS, the Commissioners Court now desires to proceed with any and all necessary action to adopt an Impact Fee in the Service Area;

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

Section 1: The Commissioners Court desires to consider the imposition of Impact Fees in the Service Area to provide the flood control improvements necessitated by and attributable to new development in the Service Area.

Section 2: The Commissioners Court hereby approves the Land Use Assumptions for the Service Area that will be used to develop the Capital Improvements Plan. The Land Use Assumptions are attached hereto as Exhibit "A".

Section 3: Lichliter/Jameson & Associates, Inc. is hereby authorized to prepare the Capital Improvements Plan and to calculate the Impact Fee in accordance with Subsection (d) of Section 2 of Article 1269-4.11.

PASSED AND APPROVED this 18th day of January, 1988.

/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)

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 APPROVING LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND AUTHORIZING PREPARATION OF A CAPITAL IMPROVEMENTS PLAN

adopted by said Commissioners Court at a meeting, open to the public, held on the 18th day of January, 1988, 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 the Fort Bend County Drainage District, at which the foregoing resolution was adopted, was posted on a bulletin board located at a place convenient to the public in the County Courthouse and readily accessible to the general public at the earliest possible time, pursuant to Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 18th day of January, 1988.

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

By Linda Kosler
Deputy

(SEAL)

2A/FBFC(k)

FORT BEND COUNTY DRAINAGE DISTRICT

PROPOSED LAND USE ASSUMPTIONS TO BE USED IN CONNECTION WITH ADOPTION OF IMPACT FEES FOR FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN

Article 1269j-4.11, Vernon's Texas Civil Statutes, which was passed during the 70th regular legislative session, requires that as a prerequisite to imposing charges or assessments against new development ("Impact Fees") a political subdivision is required to approve a description of the service area, projections of changes on land uses, densities, intensities and population over at least a 10-year period ("Land Use Assumptions"). Following is the Land Use Assumptions with respect to imposing Impact Fees for flood control improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area").

I. DESCRIPTION OF SERVICE AREA AND GENERAL NATURE OF IMPROVEMENTS

The Service Area, earlier defined as Middle Oyster Creek, Flat Bank Creek and Stafford Run, is illustrated by Exhibit "A". This Service Area drains approximately 11,772 acres in east Fort Bend County, and extends south from Highway 90A to the Brazos River.

The proposed flood control improvements include but are not limited to channel improvements, improving street and canal crossings, constructing on-line detention facilities, expanding existing major streams, drainage appurtenances, and erosion control measures. The improvements will allow for new development of 5,119 acres within the Service Area and alleviate flooding conditions for the 4,149 acres in existing development. The proposed Impact Fees will be utilized to pay for the portion of the improvement costs necessitated by and attributable to the new development. Additional flood control improvements will be required to allow development of the remaining 2,504 acres.

II. PROJECTIONS OF CHANGES IN LAND USES, DENSITIES, INTENSITIES, AND POPULATION WITHIN THE SERVICE AREA

A. Present and Projected Land Use in Acres

Present Land Use		Projected New Development from 1987 - 2007	
Single Family	2,270	Single Family	2,765
Multi-Family	140	Multi-Family	476
Commercial	396	Commercial	825
Industrial	112	Industrial	205
Open Space	553	Open Space	166
Other	678	Other	205
Undeveloped	7,623		
		Total	4,642

Remaining undeveloped acreage: 2,981

B. Densities/Intensities

Land uses are projected to change on 4,642 acres from an undeveloped condition to a developed condition with the land uses set forth in Section A above. No change in densities and intensities is projected for 4,149 acres of existing development.

C. Actual and Projected Population

1987 -- 24,135
1990 -- 30,498
1995 -- 39,570
2000 -- 44,268
2007 -- 48,888

MAD12(15)

RESOLUTION APPROVING LAND USE ASSUMPTIONS FOR MIDDLE OYSTER CREEK, FLAT BANK CREEK AND STAFFORD RUN WATERSHEDS AND AUTHORIZING PREPARATION OF A CAPITAL IMPROVEMENTS PLAN

WHEREAS, the Fort Bend County Drainage District (the "Drainage District") 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 of Fort Bend County (the "Commissioners Court") is designated as the governing body of the Drainage District and the agency through which management and control of the Drainage District is administered; and

WHEREAS, the Commissioners Court has determined that there is a substantial need for flood control improvements in the watersheds of Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area"), which are located in Fort Bend County; and desires to authorize the Drainage District to impose charges or assessments ("Impact Fees") against new development within the Service Area to help finance the flood control improvements necessitated by and attributable to such new development;

WHEREAS, Article 1269j-4.11, §§ 1-11, Vernon's Texas Civil Statutes ("Article 1269j-4.11") was passed, during the 70th regular session of the legislature, and as of September 1, 1987, regulates the imposition of Impact Fees by a political subdivision against new development; and

Whereas, Article 1269j-4.11 authorizes any county with a population of at least 2.2 million, or a county which borders a county of that population, and any district or authority created under Article XVI, Section 59, of the Constitution within such county that is authorized to provide flood control improvements, to impose Impact Fees to provide storm water, drainage and flood control improvements necessary to accommodate new development; and

WHEREAS, on December 14, 1987, the Commissioners Court adopted a resolution setting a public hearing to consider a description of the Service Area, projections of changes in land uses, densities, intensities and population therein over a 10-year period (the "Land Use Assumptions") for the

Service Area, and appointing a capital improvements advisory committee (the "Advisory Committee"); and

WHEREAS, notice of the public hearing on the Land Use Assumptions was published in a newspaper of general circulation in the County in accordance with Article 1269j-4.11; and

WHEREAS, such Land Use Assumptions have been prepared and the Land Use Assumptions, including the time period of the projections, and a description of the general nature of the improvement facilities have been made available for public inspection as required by Subsection (b) of Section 3 of Article 1269j-4.11; and

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WHEREAS, the Commissioners Court now desires to proceed with any and all necessary action to adopt an Impact Fee in the Service Area;

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

Section 1: The Commissioners Court desires to consider the imposition of Impact Fees in the Service Area to provide the flood control improvements necessitated by and attributable to new development in the Service Area.

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PASSED AND APPROVED this 18th day of January, 1988.

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)

FORT BEND COUNTY DRAINAGE DISTRICT

PROPOSED LAND USE ASSUMPTIONS TO BE USED IN CONNECTION WITH ADOPTION OF IMPACT FEES FOR FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN

Article 1269j-4.11, Vernon's Texas Civil Statutes, which was passed during the 70th regular legislative session, requires that as a prerequisite to imposing charges or assessments against new development ("Impact Fees") a political subdivision is required to approve a description of the service area, projections of changes on land uses, densities, intensities and population over at least a 10-year period ("Land Use Assumptions"). Following is the Land Use Assumptions with respect to imposing Impact Fees for flood control improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run (the "Service Area").

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Undeveloped	7,623		
		Total	4,642

Remaining undeveloped acreage: 2,981

B. Densities/Intensities

Land uses are projected to change on 4,642 acres from an undeveloped condition to a developed condition with the land uses set forth in Section A above. No change in densities and intensities is projected for 4,149 acres of existing development.

C. Actual and Projected Population

1987 -- 24,135
1990 -- 30,498
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2000 -- 44,268
2007 -- 48,888

MAD12(15)

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

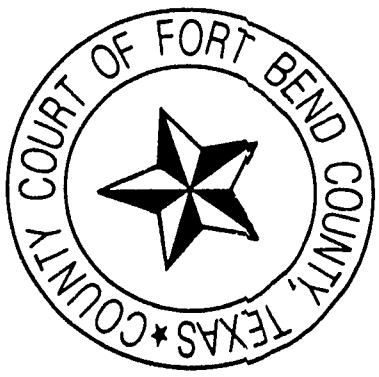
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON FEBRUARY 16, 19 88.

STARTING WITH
FILM CODE NO. 88vol.0034pg.01453

ENDING WITH
FILM CODE NO. 88vol.0034pg.01566



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 16 DAY OF FEBRUARY, 19 88.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 01569.

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, JANUARY 25, 1988
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 18, 1988.

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. Ms. Hopie Solomon, Indigent Care Director, re: consider renewing contract for the Emergency Nutrition/Temporary Emergency Relief Program (EN/TERP).

6. Mr. Chuck Miller, Data Processing Mgr., re: request to rebudget funds from year-end balance to pay for equipment purchased in 1987.

7. Daniel Kosler, E.M.S. Director, re: request to rebudget funds from year-end balance into E.M.S. property & equipment for recording system purchased in 1987.

8. Consider renewal of lease agreement for office space for Justice of the Peace, Prct. 2, Place 1.

9. Consider accepting renewal of Letter of Credit for The Grove, Sec. 8, in Precinct 4.

10. Dianne Wilson, County Clerk, re: accept & rebudget $800 check from Palacios I.S.D.; and accept and rebudget $13,917 check from Metro for Jan. 16 election.

11. Consider approval of Reserve Dep. Constable Charles Sprayberry and approval of bond renewal for Dep. William Lee in Precinct 1.

12. Consider approval of 1988 dues in the amount of $1,830 to the National Assn. of Counties.

13. Consider approval of interlocal agreement with City of Simonton, Precinct 4.

14. Consider approval of 1988 dues in the amount of $100 to the South Texas County Judges & Commissioners Assn.

15. Consider setting public hearing for abandonment of a portion of Oilfield Rd. & accepting dedication of Commonwealth Blvd. in Prct. 4.

16. Consider dedication & acceptance of Colony West Drive into the County road maintenance system in Prct. 3.

17. Consider taking action on Mason Rd. between FM-1093 & Harris Co. line as a County road for traffic control purposes only and to establish traffic control & speed limits on same.

18. Consider application from Fort Bend Telephone to lay cable under & along Hunters Chase in Precinct 1.

19. Consider application from Southwestern Bell Telephone to lay cable under & along Powell Point School Rd. in Prct. 2.

20. Consider application from S.G.&R. Construction to install a water line along Dulles Ave. in Prct. 3.

21. Consider application from Rebell Contractors Inc. to open-cut storm sewer line under Trammel-Fresno Rd. in Prct. 2.

22. Consider recommendations from Policy & Procedure Committee regarding sick leave policy.

23. Authorize advertising for bids for copiers for Library System.

24. Take action on the following bids: (1) One or more new full-size 1/2 ton pickup trucks (#88-02); (2) One or more new full-size 3/4 ton pickup trucks (#88-03).

25. 1:30 p.m. - Open and consider bids for the following: (1) Sale of sand from Sanitary Landfill on Klauke Rd., Rosenberg (#88-04); (2) Sale of one lot of auto parts seized by peace officers (#88-05).

26. Approve bills FILED FOR RECORD

27. Adjournment TIME 3:00 A.M. P.M.

JAN 21 1988

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 21, 1988 at 3:10 p.m. by M. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 25TH day of JANUARY, 1988 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 18, 1988:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to approve minutes of meeting of January 18, 1988 with corrections to pg. 1 #5 & pg. 2 #10.

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, with Commissioner Denham absent for vote, it is ordered to approve out of town travel request for JUSTICE OF PEACE #2, Pl.2, LIBRARY, COMMISSIONER #1,2 & 3, and EMERGENCY MANAGEMENT. (Recorded in minutes in full)

5. MS. HOPIE SOLOMON, INDIGENT CARE DIRECTOR, RE: CONSIDER RENEWING CONTRACT FOR THE EMERGENCY NUTRITION/TEMPORARY EMERGENCY RELIEF PROGRAM (EN/TERP):

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham absent for vote it is ordered to approve renewal of contract for the Emergency Nutrition/ Temporary Emergency Relief Program. (Recorded in minutes in full)

6. MR. CHUCK MILLER, DATA PROCESSING MGR., RE: REQUEST TO REBUDGET FUNDS FROM YEAR-END BALANCE TO PAY FOR EQUIPMENT PURCHASED IN 1987:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to rebudget funds in the amount of $263,715.00 from year-end balance to pay for equipment purchased in 1987.

AS PER ORIGINAL

4

01572

0034

RECEIVED
JAN 19 1988
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 Pressley~~

Period: Date of Departure February 16, 1988

Date of Return February 18, 1988

Purpose of Trip: 27th Annual State Emergency Management Conference

Places to be Visited: Austin

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

Name
Alton B. Pressley

January 19,1988
Date

Commissioner, Precinct 3
Title

* *

Approved: Commissioners' Court

County Judge

1-25-88
Date

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

01573

0034

RECEIVED
JAN 15 1988
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Mel Speed

Period: Date of Departure February 16, 1988

Date of Return February 18, 1988

Purpose of Trip: 27th Annual State Emergency Management Conference

Places to be Visited: Austin

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

Name

January 11, 1988
Date

Fort Bend County Emergency Management Coordinator
Title

* *

Approved: Commissioners' Court

County Judge

1-25-88
Date

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

01574

RECEIVED
JAN 20 1988
COUNTY JUDGE

0034

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:

Dale Zwahr

Don Massey

Period: Date of Departure January 27, 1988

Date of Return January 28, 1988

Purpose of Trip: to attend Texas Transportation Technology Transfer workshop (Equipment Managment Systems) at A & M University

Places to be Visited: College Station, Texas

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

Name

January 18, 1988
Date

Johnnie Pustka
Title
Commissioner, Precinct #1

* *

Approved: Commissioners' Court

County Judge

1-25-88
Date

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01575

0034

RECEIVED
JAN 20 1988
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:

Rose Harper

Laura Calub

Jeanne Witt

Lorri Lessey

Period: Date of Departure March 4, 1988

Date of Return March 4, 1988

Purpose of Trip: To attend seminar entitled "Building an Effective Staff Team".

Places to be Visited: University of Texas, Austin, Texas

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

R. S. B[illegible]
Name

1-20-88
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J. [illegible]
County Judge

1-25-88
Date

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

01576

RECEIVED 0034
JAN 20 1988
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:

Lynn Godfrey

Molly Krukewitt

Mary Mahlmann

Linda Harman

Period: Date of Departure February 19, 1988

Date of Return February 19, 1988

Purpose of Trip: To attend workshop entitled "Do We have To?"- - "Yes, We Really Have To!": Library Service to Young Adults.

Places to be Visited: Houston Public Library, Houston, Texas

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

R S B[illegible]
Name

1-20-88
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J [illegible]
County Judge

1-25-88
Date

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AS PER ORIGINAL 01577

RECEIVED JAN 20 1988 COUNTY JUDGE 0034

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:

Wesley Oberhoff

Period: Date of Departure February 2, 1988

Date of Return February 4, 1988

Purpose of Trip: Industrial Vegetation Management Annual Meeting and Training Conference

Places to be Visited: Dallas, Texas

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

Name Ben G. Denham

January 20, 1988
Date

Commissioner - Precinct 2
Title

* *

Approved: Commissioners' Court

County Judge

1-25-88
Date

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AS PER ORIGINAL

01578

0034

RECEIVED
JAN 22 1988
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 Tuesday, March 1, 1988

Date of Return Friday, March 4, 1988

Purpose of Trip: Justice of the Peace Annual Trailing School required for all J.P.s

Places to be Visited: Austin, Texas

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

Name

1-22-88
Date

Justice of the Peace, Pct. 2, Pl. 2
Title

* *

Approved: Commissioners' Court

County Judge

1-25-88
Date

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

1/21 xc: 4 Commissioners
County Clerk

CERTIFIED MAIL
P 175 301 138

AGENDA ITEM
#5

01579

0034

Texas Department of Human Services

P. O. Box 16017
Houston, Texas 77222

COMMISSIONER
MARLIN W JOHNSTON

BOARD MEMBERS
J. LIVINGSTON KOSBERG
Chairman, Houston
VICKI GARZA
Corpus Christi
SIDNEY STAHL
Dallas

January 4, 1988

The Honorable Jodie E. Stavinoha
Fort Bend County Judge
County Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

The Texas Department of Human Services is now in the process of obtaining contractors to administer the Emergency Nutrition/Temporary Emergency Relief Program (EN/TERP) in counties throughout the state for the current fiscal year, which ends on August 31, 1988.

Under the state law governing EN/TERP, county governments are given the first option to apply for the contracts. Your county has administered EN/TERP in the past in a commendable fashion. In accordance with sunset legislation directives we urge you to again consider applying for the program. The grant for Fort Bend County is $9,437. In addition, there is the prospect of other funds being added to EN/TERP later in the fiscal year. Information describing these and EN/TERP, along with contract forms, are included to assist you in the deliberation process.

We would like to begin the negotiation and contract preparation process scon in order to make the funds available to assist with social service needs. Under regulations governing EN/TERP, if the county declines the contract, or fails to express interest by January 31, 1988, then the Department attempts to find another unit of local government or a non-profit agency to administer EN/TERP for the county.

If you need futher information, please feel free to contact me.

Barry Gatlin
Contract Manager
Texas Department of Human Services
1461 E. 40th St.
P. O. Box 16017, MC:175-4
Houston, Texas 77222
(713) 696-7629

Thank you for considering this request. I look forward to hearing from you.

Sincerely,

Barry Gatlin

Barry Gatlin
Contract Manager

mlp

Enclosures

cc: Ms. Hopie Solomon, Director, Fort Bend County Welfare
Deborah Moore, Program Director, FSS/POS, 175-4
FD02.000

5

01581

0034

EN/TERP Legislation

EN/TERP Program Description

PROGRAM PURPOSE:

Through contract awards, the Texas Department of Human Services provides grants to counties, other units of local government, and private, nonprofit agencies for operation of programs of short term emergency assistance to needy people. Only one award is made to each county, and the county government has first option to receive funding. Local contractors, using a coordinated planning process, determine which services will be provided and the scope, frequency, and duration of services. Allowable services are food, utilities, housing, clothing, and other (integral but subordinate) assistance.

LEGAL BASIS AND PROGRAM BACKGROUND:

The Temporary Emergency Relief Program (TERP), established by House Bill 1732 (passed by the 68th Legislature), became effective on September 1, 1983. The program was reauthorized and amended by House Bill 330, effective September 1, 1985. The 69th Legislature also passed Senate Bill 526, effective September 1, 1985, establishing the Emergency Nutrition Program (EN) as a separately funded component of TERP. Effective September 1, 1987, the 70th Legislature passed Senate Bill 298 which abolished the separate funding for emergency nutrition and amended and reauthorized the program.

PROGRAM FUNDING:

SFY 1987 - $1,250,000 (state)
SFY 1988 - $1,237,684 (state)

MATCHING FUNDS:

EN/TERP state funds must be matched on a 50/50 basis. Matching funds may be private funds, local government funds, and federal funds. State funds may not be used as match. No more than 25% of matching funds may be used for local administrative costs, and no state funds may be used to fund local administration.

METHOD OF ALLOCATION:

Funds are allocated for each county based on the county's unemployment and poverty rate. The minimum allocation is $1,000 and the maximum is $100,000. If funds allocated for a particular county cannot be spent or matched, they may be transferred to another county.

CLIENT ELIGIBILITY:

Local contractors set eligibility criteria. However, local contractors may not deny services based solely on income to anyone whose family income is at or below 75% of the federal poverty guidelines.

SERVICES:

Local contractors may provide services directly, subcontract for services, or pay vendors for services. Contractors must not provide cash assistance directly to clients.

ACCOUNTING AND REPORTING:

Local contractors must account for expenditures of state EN/TERP funds separately. They must file a report each quarter detailing the number of clients, amount of state funds expended, and amount of local match expended for each service.

FY '87 STATISTICS:

232 of 254 counties had programs
155,338 clients were served (duplicated, approximate)

EMERGENCY NUTRITION/TEMPORARY EMERGENCY RELIEF PROGRAM
PROGRAM CHANGES - STATE FISCAL YEAR 1988

1. Each contract must contain a provision that authorizes the department to display public awareness information at the contractor's sites on services provided by the department.

2. Separate funding for nutrition assistance no longer exists. Thus, there is no minimum percentage of the contractor's allocation that must be devoted to food assistance. Contractors may provide whatever level of food assistance needed in the county.

3. The contract budget form has been simplified to remove the minimum amount of the allocation that must be spent on food and to eliminate unnecessary budget line items.

4. Because the federal poverty guidelines changed, the lowest maximum income guidelines for EN/TERP have been changed.

5. There are two potential additional sources of funds expected later in the state fiscal year, stripper well oil overcharge funding for energy utility assistance and state legalization impact assistance grant funding for services to newly legalized aliens.

Oil Overcharge Funding Request

AMOUNT REQUESTED:

SFY '88 - $2,000,000
SFY '89 - 3,000,000
Permission is requested to carry forward any unexpended FY '88 funds for use in FY '89. Five percent of the funding will be used for Texas Department of Human Services administrative costs. Contractors will be allowed to use no more than 25% of their matching funds for administration.

DATE FUNDS REQUESTED: February 1, 1988

METHOD OF ALLOCATION:

Funds will be allocated for each county based on the county's unemployment and poverty rate. If funds allocated for a particular county cannot be spent or matched, they may be transferred to another county that can use them.

MATCHING FUNDS:

Oil overcharge funds must be matched on a 50/50 basis. Matching funds may be private funds, local government funds, and state funds. Federal funds may not be used unless approval is given by the office of the governor. Under no circumstances may other oil overcharge funds be used as match.

CLIENT ELIGIBILITY:

Local contractors shall set the eligibility criteria for each county. However, local contractors may not deny services based solely on income to anyone whose family income is at or below 75% of the federal poverty guidelines. Priority shall be given to people who became recently unemployed and who do not qualify for other income assistance.

SERVICES:

Oil overcharge funding will be used to pay for energy utilities. Local contractors shall pay vendors of energy utility services, and shall not provide cash to clients.

ACCOUNTING AND REPORTING:

Local contractors shall account for expenditures of oil overcharge funds separately. They shall file a report each quarter detailing the number of clients served, the amount of oil overcharge funds expended, and the amount of match provided.

7. DANIEL KOSLER, E.M.S. DIRECTOR, RE: REQUEST TO REBUDGET FUNDS FROM YEAR-END BALANCE INTO E.M.S. PROPERTY & EQUIPMENT FOR RECORDING SYSTEM PURCHASED IN 1987:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to rebudget funds in the amount of $28,698.00 year-ending balance into E.M.S. Property & Equipment for recording system purchased in 1987.

8. CONSIDER RENEWAL OF LEASE AGREEMENT FOR OFFICE SPACE FOR JUSTICE OF THE PEACE, PRCT. 2, PLACE 1:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to renew lease agreement for office space for Justice of the Peace, Prct. 2, Place 1 and approve increase in rental from $650.00 to $800.00 per month. (Recorded in minutes in full)

9. CONSIDER ACCEPTING RENEWAL OF LETTER OF CREDIT FOR THE GROVE, SEC. 8 IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Denham absent for vote, it is is ordered to accept renewal of Letter of Credit for the Grove, Sec. 8 in Precinct 4. (Recorded in minutes in full)

10. DIANNE WILSON, COUNTY CLERK, RE: ACCEPT & REBUDGET $800 CHECK FROM PALACIOS I.S.D.; AND ACCEPT AND REBUDGET $13,917 CHECK FROM METRO FOR JAN. 16 ELECTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to accept check from Palacios I.S.D. in the amount of $800 and rebudget into 0200 and accept check from Metro in the amount of $13,917 and rebudget into Election Fund. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF RESERVE DEP. CONSTABLE CHARLES SPRAYBERRY AND APPROVAL OF BOND RENEWAL FOR DEP. WILLIAM LEE IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Reserve Deputy Constable Charles Sprayberry. (Recorded in minutes in full)

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve renewal of bond for Dep. William Lee in Precinct 1.

12. CONSIDER APPROVAL OF 1988 DUES IN THE AMOUNT OF $1,830 TO THE NATIONAL ASSN. OF COUNTIES:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered to approve 1988 dues in the amount of $1,830 to the National Association of Counties. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH CITY OF SIMONTON, PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, with Commissioner Denham absent for vote, it is ordered approve Interlocal Agreement with City of Simonton, Precinct 4 for maintenance, repair and construction of streets, roads & drainage; enforcement of health regulations; housing of city prisoners in jail. (Recorded in minutes in full)

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

LEASE RENEWAL AGREEMENT

TESCORP PARTNERS I, a Texas corporation, hereinafter referred to as "lessor", for and in consideration of the agreements of Fort Bend County, herinafter referred to as "Lessee", hereby leases to Lessee, and Lessee hereby leases from Lessor, certain premises located at 4169 Highway 521, Fresno, Fort Bend County, Texas, more specifically described on the lease agreement executed by the parties on the 22nd day of January, 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 January 22, 1985, for a term of one year beginning January 1, 1985, and ending December 31, 1985; and

WHEREAS, Lease Renewal Agreements were executed by and between the parties herein extending the lease for two successive terms of one year beginning January 1, 1986 and ending December 31, 1986;

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 TESCORP PARTNERS I for a period ending December 31, 1988.

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 Eight Hundred Dollars ($800.00) 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.

EXECUTED THIS 25 day of January 1988.

TESCORP PARTNERS, L.P.
By: [signature]
Title: General Partner
"Lessor"

FORD BEND COUNTY
By: Judge E. Stavinoha
Title: County Judge
"Lessee"

LEASE AGREEMENT AS PER ORIGINAL 01589

0034

TESCORP, INC., a Texas corporation, ("Lessor") for and in consideration of the agreements of FORT BEND COUNTY, ("Lessee") hereby leases to Lessee, and Lessee hereby leases from Lessor, certain premises located at 4169 Highway 521, Fresno, Fort Bend County, Texas 77545, more specifically described in Exhibit "A", attached hereto and made a part hereof for all purposes. The leased premises ("Premises") are depicted in Exhibit "B", which is attached hereto and incorporated by reference. The Premises are the office spaces numbered 1, 2 & 3 and the space labeled XXXXXX NONEX on Exhibit "B". This Lease is for a term of one (1) year beginning JANUARY 1, 1985 and ending December 31, 1985.

A. Agreements of Lessee. Lessee, in consideration of said leasing, agrees:

1. To pay rent for the Premises of the sum of SIX HUNDRED FIFTY DOLLARS ($650.00) per month, payable on the first day of each month during the term of the Lease.

2. To pay all charges for telephone services supplied to or on any part of the Premises.

3. To pay all reasonable costs, attorneys' fees, and expenses that shall be made and incurred by Lessor in enforcing the agreements of this Lease.

4. To use and occupy the Premises for business purposes only, and for no other object or purpose without written consent of Lessor, and to not use Premises for any unlawful purpose or purpose deemed extra hazardous.

5. To permit Lessor and his agents to enter on the Premises or any part thereof at all reasonable hours, for purpose of examining or exhibiting same or making such repairs or alterations as may be necessary for safety or preservation thereof.

6. Not to assign this Lease nor sublet the Premises or any portion thereof without written consent of Lessor.

7. Not to make any contract for construction, repair, or improvement on, in of, or to Premises, or any part thereof, or for any work to be done or materials to be furnished on or to Premises, or any part thereof, without

providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against above described land and/or the building or improvements at any time located thereon. All persons furnishing any work, labor, or materials, as well as all other persons whatsoever, shall be bound by this provision and by the notice thereof from and after the date of this Lease, and notice is hereby given that no mechanic's or materialman's lien or any other encumbrance made by or obtained against Lessee, or his interest in demised land and/or the building or improvements thereon, shall in any manner or degree affect the title or interest of Lessor in land and/or the building or improvements thereon.

8. Lessee has examined and knows the condition of the Premises, and has received same in good order and repair, and no representations as to condition or repair thereof have been made by Lessor or his agent, prior to, or at execution of, this Lease.

~~9. Lessor shall have a lien on all property of Lessee used or situated or Premises, to secure payment of rent (and other indebtedness owing from Lessee to Lessor at any time during existence of this Lease) to become due under this Lease, and in default of payment may take possession of and sell such of said property as may be sufficient to pay delinquent rent (or indebtedness).~~

10. If Lessee shall abandon or vacate the Premises, they may be relet by Lessor for such rent and on such terms as Lessor may see fit; and, if a sufficient sum shall not be thus realized, after paying all expenses of such reletting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiencies.

11. At expiration of this Lease, to give peaceable possession of Premises to Lessor, in as good condition as they are now, the usual wear, inevitable accidents, and loss by fire excepted.

12. The Lease may be terminated by Lessor in the event of the breach of any of the agreements of Lessee herein contained, in which case Lessor may immediately re-enter the Premises and this Lease shall thereupon terminate.

13. This Lease, at option of Lessor, shall terminate should Lessee be the named debtor in a state debtor proceeding which is not dismissed for a period of ninety (90) days, or should Lessee make an assignment for benefit

of creditors. Should Lessee be named debtor in a federal bankruptcy proceeding which is not dismissed for a period of ninety (90) days, Lessor shall have the option of terminating this Lease, subject to any stays on enforcement or rights to assume executory agreements which are then available to a debtor or a trustee under federal bankruptcy law.

14. To observe and comply with all rules, regulations, and laws now in effect or which may be enacted during the continuance of this Lease by any municipal, county, state, or federal authorities having jurisdiction over the Premises, and to indemnify Lessor for any damages caused by a violation thereof.

15. In case Lessor, by reason of the failure of Lessee to perform any of the agreements or conditions herein contained, shall be compelled to pay or shall pay any sum of money, or shall be compelled to do or shall do any act which requires payment of money, the sum or sums so paid or required to be paid, together with all interest, costs, and damages, shall be added to installment of rent, next becoming due or to any subsequent installment of rent, and shall be collectible as additional rent in same manner and with the same remedies as if originally reserved.

16. Failure of Lessor to insist on the strict performance of the terms, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's right thereafter to enforce any such term, agreement, or condition, but the same shall continue in full force and effect.

17. Lessor shall not be liable for any damage to persons or property occurring or arising on premises from any cause whatever.

18. Parking spaces are not included in the leased Premises. To the extent that parking spaces are available, all tenants, including Lessee, have the Lessor's permission to use the parking spaces on a space available basis.

19. The Lessee shall cooperate fully with the Lessor, and shall abide by all of the rules, regulations, and requirements which the Lessor may reasonably prescribe for the proper functioning and protection of the Premises.

20. Lessee shall not, without Lessor's written consent, use or allow upon the Premises anything which will invalidate any policy of insurance now or hereafter carried on the Premises or any of the contents thereof, or which may be dangerous or which will cause an increase in the rate of fire insurance on the Premises, whether of Lessor or any other occupants.

B. Agreements of Lessor. Lessor, in consideration of the agreements of Lessee set forth above, agrees as follows:

1. To keep the exterior of the Premises in good repair.

2. The Lessor agrees to pay all charges for utilities other than Lessee's telephone service, which are supplied to or on any part of the Premises. This provision is conditioned upon the Lessee continuing to use the Premises in the manner in which they have been used historically. If Lessee used the Premises for purposes other than as office space and a warehouse, then Lessee agrees to pay all charges for utilities which are supplied to or on any part of the Premises.

3. The Lessor agrees to provide janitorial services to the office space portions of the Premises.

4. There are certain common areas contained in the area described in Exhibit A which are not leasedto specific tenants and which are not included in the Premises but which give access to and facilitate the quiet enjoyment of the Premises. Lessor grants certain of its tenants, including Lessee, the right to reasonable use of these common areas on a "not to interfere" basis with the other tenants.

C. Mutual Agreements of Lessor and Lessee.

1. If during the term of this Lease, the Premises shall be destroyed by fire, the elements, or any other cause, this Lease shall cease and become null and void from date of such damage or destruction and Lessee shall immediately surrender Premises to Lessor and shall pay rent owing to time of such surrender. If Premises shall be damaged by fire or other cause so as to be capable of being repaired within a reasonable time, Lessor shall have the option to repair the same and during time that repairs are being made, Lessor shall remit to Lessee a just and fair portion of rent according to nature of damages sustained and according to the extent that Lessee is deprived of use of the Premises.

2. Lessor reserves the right to interrupt, curtail, stop or suspend the furnishing and operation of utilities when necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements in the judgment of the Lessor as desirable or necessary to be made, or by reason of difficulty or inability in securing supplies of labor, or of strikes, or of any other cause beyond the reasonable control of the Lessor. There shall be no dimunition or abatement of rent due from Lessee to Lessor nor shall this Lease be affected or any of the Lessee's obligations hereunder reduced, and

the Lessor shall have no responsibility or liability for any such interruption, curtailment, stoppage, or suspension of utilities. Lessor agrees to use its best efforts to minimize interruptions in supply of utilities to the Premises. 0034

3. Lessee shall at its own cost and expense maintain public liability and casualty insurance, naming Lessor as an additional named insured, in at least the sum of Three Hundred Thousand Dollars ($300,000) per occurrence for bodily injury, and at least Five Hundred Thousand Dollars ($500,000) in the case of property damage. Lessee shall provide Lessor with a certificate or policy of such insurance upon execution of this Lease or within a reasonable time thereafter. The insurance policy shall contain a provision wherein it may not be cancelled without thirty (30) days prior written notice to the Lessor.

4. If the whole or any part of the Premisesshall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this Lease, at the option of the Lessor, shall cease and terminate. Any award for the land and the buildings of which the Premises are a part, and for damages to the residue shall belong to Lessor. The current rental shall in such case be apportioned as of the date of acquisition by condemnation.

5. Lessee shall not make any alterations to, on or within the Premises without prior written consent of the Lessor, and if such consent be granted, any such alterations shall be made in accordance with all applicable federal, state, and municipal laws, rules and regulations, and provided further that all permanent improvements to the Premises shall become part of the realty and title thereto vested in the Lessor.

6. With the exception of Lessor's obligations to maintain and repair as specifically provided by this Lease, Lessee agrees to maintain the Premises in good repair and to put the same in substantially the same condition at the end of the term of this Lease as existed at the beginning of the term of this Lease.

7. This Lease shall constitute the only agreement between the parties relative to the Premises and no prior oral or written statements, negotiations, or agreements shall have any force and effect. Lessee has signed this Lease fully aware of the condition of the Premises and all other matters relative thereto and does not rely upon any representations or agreements other than those contained in this Lease. This Lease shall not be modified except in writing, subscribed to by both parties.

8. The parties hereto agree that upon request by either party, the other party will execute whatever instrument may be necessary for recording of a short

form of this Lease.

9. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provisions void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

10. Notices and demands by either Lessor or Lessee shall be given by registered mail with prepaid postage addressed to:

Lessor; Tescorp, Inc.
1011 Highway 6 South, Suite 104
Houston, Texas 77077
Attn: Mr. Thomas J. Smith, Senior Vice President

Lessee; FORT BEND COUNTY
P. O. BOX 368
RICHMOND TEX.
77469

The Lessor or Lessee may designate by notice in writing a new address to which such notices or demands must be sent.

11. All of the agreements, conditions, and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors, and assigns, of the respective parties hereto as if they were in all cases named.

EXECUTED this 22nd day of JAN. 1985.

"Lessor"
TESCORP, INC.
By: T. J. Smith
Title: Senior Vice President
"Lessee"
FORT BEND COUNTY
By: John E. Stavinoha
Title: COUNTY JUDGE

form of this Lease.

9. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provisions void and the other which would render the provision valid, then the provision shall have the meaning which renders it valid.

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Lessor; Tescorp, Inc.
1011 Highway 6 South, Suite 104
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Lessee; FORT BEND COUNTY
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RICHMOND TEX.
77469

The Lessor or Lessee may designate by notice in writing a new address to which such notices or demands must be sent.

11. All of the agreements, conditions, and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors, and assigns, of the respective parties hereto as if they were in all cases named.

EXECUTED this 22nd day of JAN. 1985.

"Lessor"
TESCORP, INC.
By: T. J. Smith
Title: Senior Vice President
"Lessee"
FORT BEND COUNTY
By: Jodie E. Stavinoha
Title: COUNTY JUDGE

EXHIBIT "A"

AS PER ORIGINAL

01596

0034

TRACT I:

A 1.38 acre tract of land out of a Call Parcel #4, Vol. 438, Pg. 53; Deed Records, being the remainder of Lot #8, of the B. F. Wood Subdivision (Vol. 225, Pg. 68; Deed Records), of Tracts #654, #655, #689 and #690 of Magnolia Place, (Vol. 2, Pg. 6; Plat Records), Thomas Gleason Survey, Abstract #184, Fort Bend County, Texas.

For Connection Begin at an iron pipe set at the intersection of the North line of Sycamore Road With the East line of State Highway #288;

THENCE, North 20°35' 41" East, along the East line of said of said Highway #288, 270.58 feet to a 3/4" iron pipe found marking the Southwest corner of and Place of Beginning for this Tract;

THENCE, North 20°35' 41" East, along said Highway #288, 135.0 feet to an iron pipe set marking the Northwest corner of this Tract;

THENCE, South 89°59' 50" East, 452.05 feet to an iron pipe set marking the Northeast corner of this Tract; said point also marks the Northeast corner of said Lot #8;

THENCE, South 0°03' 41" West, along a fence line, 126.32 feet to a 3/4" iron pipe found marking the Southeast corner of this Tract;

THENCE, South 89°59' 47" West, 499.4 feet to the Place of Beginning and containing 1.38 acres of land.

TRACT II:

A 3.177 acre tract of land, (being out of a Call Parcel #4, Vol. 438, Pg. 53; Deed Records), being the remainder of Lots #9 and #10, of the B. F. Wood Subdivision, (Vol. 225, Pg. 68; Deed Records), of Tracts #654 and #690 of Magnolia Place, (Vol. 2, Pg. 6; Plat Records), Thomas Gleason Survey, Abstract #184, Fort Bend County, Texas.

Begin at an iron pipe set at the intersection of the North line of Sycamore Road with the East line of State Highway #288; said point being the Southwest corner of and Place of Beginning for this Tract;

THENCE, North 20°35' 41" East, along the East line of said Highway #288, 270.58 feet to an iron pipe found marking the Northwest corner of this Tract;

THENCE, North 89°59' 47" East, 499.4 feet to an iron pipe found marking the Northeast corner of this Tract;

THENCE, South 0°03' 41" West, along a fence line, 252.88 feet to a 1" iron pipe found marking the Southeast corner of this Tract; said point also marks the Southeast corner of said Lot #10;

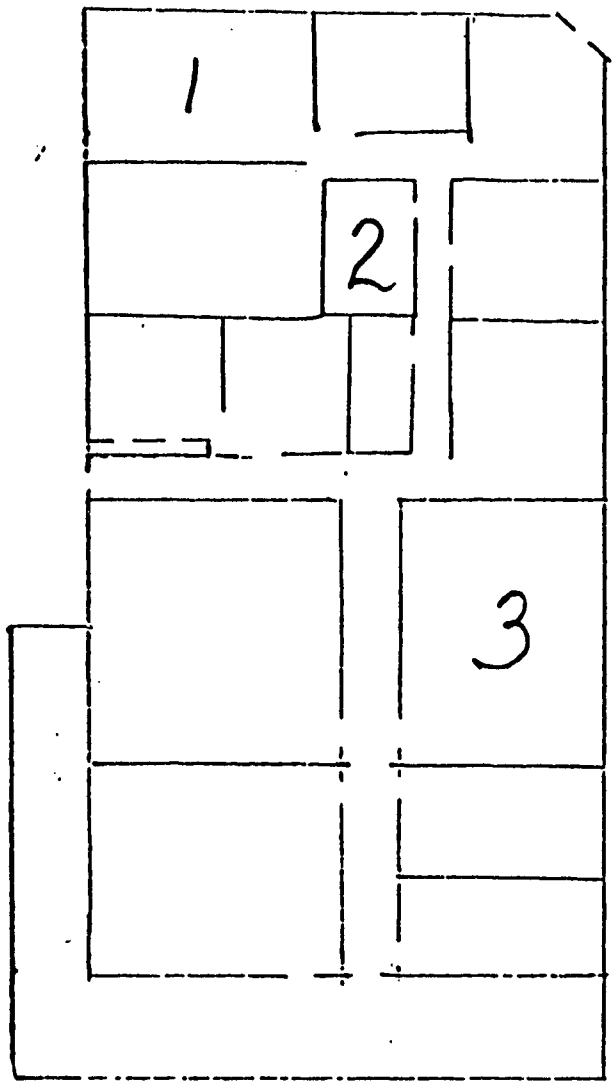
THENCE, South 89°57' 27" West, along the North line of said Sycamore Road, 594.31 feet to the Place of Beginning and containing 3.177 acres of land.

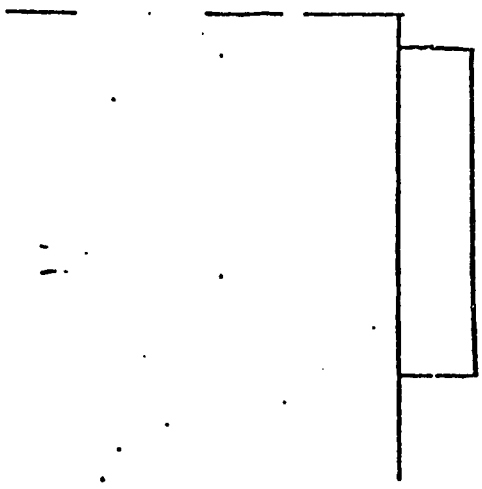
EXHIBIT B

AS PER ORIGINAL

01598

0034





10 01599

AS PER ORIGINAL

0034

ORIGINAL DEPOSIT • WARRANT TREASURER'S OFFICE • FORT BEND COUNTY, TEXAS

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Dianne Wilson, County Clerk

THE SUM STATED BELOW AND CREDIT TO ACCOUNT OF THE RESPECTIVE FUNDS NAMED HEREON.

AMOUNT RECEIVED 800.00 CASH _____ CHECK # X34575

DESCRIPTION:

Reimb from Palacios ISD for CETA Employees

rebudget into County clerk's 0200

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	800.00	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 Jan. 15, 19 88

I have received from the above named person the sum of

eight hundred & no/100 ---------- Dollars ($ 800.00)

which I have this day accepted for deposit to the above mentioned fund.

No 014919

Kathy Hynson
COUNTY TREASURER

Treasurer's Receipt

By Mary H. Whitlow
DEPUTY TREASURER

C1600

AS PER ORIGINAL 0034

ORIGINAL DEPOSIT • WARRANT TREASURER'S OFFICE • FORT BEND COUNTY, TEXAS

THE TREASURER OF
FORT BEND COUNTY, TEXAS

IS AUTHORIZED TO RECEIVE FROM Dianne Wilson, County Clerk

THE SUM STATED BELOW AND CREDIT TO ACCOUNT OF THE RESPECTIVE FUNDS NAMED HEREON.

AMOUNT RECEIVED 13,917.00 CASH _____ CHECK # 107310

DESCRIPTION:

Reimbursement for Metro Jan 16, 1988 Election

Rebudget Election Fund

Ck from Metro Metropolitan Transit Authority Houston, Texas

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 13,917.00	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 Jan. 20, 19 88

I have received from the above named person the sum of

thirteen thousand nine hundred & NO/100 ---------- Dollars ($ 13,917.00)

which I have this day accepted for deposit to the above mentioned fund.

NO 014945

Kathy Hynson
COUNTY TREASURER

Treasurer's Receipt

By Mary H. Whitlow
DEPUTY TREASURER

10

01601

0034

Office of
Dianne Wilson
County Clerk

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

Richmond, Texas

County of Fort Bend

JANUARY 19, 1988

INVOICE

METRO ELECTION
JANUARY 16, 1988

Rental of tabulators	$ 100.00
Programming of tabulators	200.00
Printing of ballots	3,000.00
Rental of ballot boxes	92.00
Election supply kits	460.00
Delivery of voted ballots	50.00
Overall supervision	500.00
Cost of polling places	2,965.00
Absentee voting	1,600.00
Cost of election clerks	* 4,950.00
TOTAL CHARGES	$13,917.00

* Correction of charges for election clerks due to error in paragraph "X" in the contract between Fort Bend County and the Metropolitan Transit Authority of Houston and Harris County, Texas. See attached paragraph and correction.

Paragraph "X" as it appears in the contract between Fort Bend County and the Metropolitan Transit Authority of Houston and Harris County, Texas.

X.

The County Clerk shall pay the presiding judges of Fort Bend County and their clerks pursuant to Section 32.091, 32.092 of Title 3, Texas Election Code, for their services in connection with the election held at the expense of METRO. METRO shall reimburse the County Clerk for the wages of three (3) clerks for each precinct which lies with in the METRO District for a total of twenty-three (23) clerks. The wages of each clerk shall be Seventy-Five and No/100 Dollars (75.00) for a total reimbursement to the County Clerk of One Thousand Seven Hundred Five and No/100 Dollars ($1,705.00).

Paragraph "X" should have read:

X.

The County Clerk shall pay the presiding judges of Fort Bend County and their clerks pursuant to Section 32.091, 32.092 of Title 3, Texas Election Code, for their services in connection with the election held at the expense of METRO. METRO shall reimburse the County Clerk for the wages of three (3) clerks for each precinct which lies with in the METRO District for a total of sixty-six (66) clerks. The wages of each clerk shall be Seventy-Five and No/100 Dollars (75.00) for a total reimbursement to the County Clerk of Four Thousand Nine Hundred Fifty and No/100 Dollars ($4,950.00).

NATIONAL ASSOCIATION *of* COUNTIES

440 First St. NW, Washington, DC 20001
202/393-6226

AGENDA ITEM DATE: 01/01/88 12

INVOICE NO.: CMS0388 01603

0034

AS PER ORIGINAL

RECEIVED JAN 18 1988 COUNTY JUDGE

42157 Fort Bend
Mr. Jodie Stavinoha
Fort Bend County Judge
Courthouse
Richmond TX 77469

DATE	DESCRIPTION	AMOUNT
	COUNTY MEMBERSHIP SERVICE FEE FOR 12 MONTHS BEGIN DATE 03/31/88 END DATE 03/31/89	1,830.00
	REMIT TO: National Association of Counties P.O. Box 7733 Washington, DC 20044	
	$ 375 of your membership fee is for 25 subscriptions to County News	
	TOTAL ▶	1,830.00

THE STANDARD REGISTER COMPANY

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 1987 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 1987; 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 1988, to-wit:

X	a.	Maintenance, repair and construction of streets, roads, and drainage;
X	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 1987 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, 1988, and must be renewed annually thereafter.

AS PER ORIGINAL 01605

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. 0034

SIGNED this 18 day of January, 1988.

THE CITY OF SIMONTON

By: Marvin Bulwer
MAYOR

ATTEST:

Eunice C. Weil
CITY SECRETARY

SIGNED this 25 day of January, 1988.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

14. CONSIDER APPROVAL OF 1988 DUES IN THE AMOUNT OF $100 TO THE SOUTH TEXAS COUNTY JUDGES & COMMISSIONERS ASSN.:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve 1988 dues in the amount of $100 to the South Texas County Judges & Commissioners Assn. (Recorded in minutes in full)

15. CONSIDER SETTING PUBLIC HEARING FOR ABANDONMENT OF A PORTION OF OILFIELD RD. & ACCEPTING DEDICATION OF COMMONWEALTH BLVD. IN PRCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing for abandonment of a portion of Oilfied Rd. and accepting dedication of Commonwealth Blvd. in Prct. 4 for February 15, 1988 at 10:00 a.m.

16. CONSIDER DEDICATION & ACCEPTANCE OF COLONY WEST DRIVE INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PRCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting to abstain, it is ordered to accept 1814.63 feet of Colony West Drive into the county road maintenance system in Precinct 3. (Recorded in minutes in full)

17. CONSIDER TAKING ACTION ON MASON RD. BETWEEN FM-1093 & HARRIS CO. LINE AS A COUNTY ROAD FOR TRAFFIC CONTROL PURPOSES ONLY AND TO ESTABLISH TRAFFIC CONTROL & SPEED LIMITS ON SAME:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize a speed limit of 40mph and maintain current stop signs on Mason Rd. between FM-1093 & Harris Co. line as recommended by Ron Drachenberg, County Engineer.

18. CONSIDER APPLICATION FROM FORT BEND TELEPHONE TO LAY CABLE UNDER & ALONG HUNTERS CHASE IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept permit application from Fort Bend Telephone to lay cable under and along Hunters Chase in Precinct 1. (Recorded in minutes in full)

19. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE UNDER & ALONG POWELL POINT SCHOOL RD. IN PRCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept permit application from Southwestern Bell Telephone to lay cable under & along Powell Point School Rd. in Prct. 2. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM S.G.& R. CONSTRUCTION TO INSTALL A WATER LINE ALONG DULLES AVE. IN PRCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept permit application from S.G.& R. Construction to install a water line along Dulles Ave. in Prct.3. (Recorded in minutes in full)

1/21 xc: 4 Commissioners
County Clerk

14

AGENDA ITEM
01607

AS PER ORIGINAL

SOUTH TEXAS COUNTY JUDGES' AND COMMISSIONERS' ASSOCIATION

STANLEY MIKULA
President
County Commissioner, Calhoun County
Rt. 1, Box 125E
Port Lavaca, Texas 77979

CLAUDE FRANKLIN, JR.
Vice-President
County Judge - McMullen County
Box 237
Tilden, Texas 78072

CARL DUNCAN
Secretary - Treasurer
County Commissioner, San Patricio County
205 San Saba
Portland, Texas 78374

W. C. McDANIEL
Past President
County Judge, Kleberg County
P.O. Box 752
Kingsville, Texas 78363

January 19, 1988

RECEIVED
JAN 21
COUNTY JUDGE

S T A T E M E N T

Annual dues for the South Texas County Judges' and Commissioners' Association are now due. Please send your county's check for $100.00 to:

Comm. Carl Duncan
Secretary-Treasurer
South Texas County Judges' and Commissioners' Association
900 Austin St.
Portland, TX 78374

****

NEWSPAPER PUBLICATION ON PUBLIC HEARING

****

FOR: Oilfield

DATE: 2-15-88

TIME: 10 Am

NEWSPAPER(S) Mirror
SW Star

BILL TO: County

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

January 20, 1988

Honorable Alton Pressley
County Commissioner, Precinct No. 3
Fort Bend County, Texas

Re: Dedication of Colony West Drive

Dear Commissioner Pressley:

Reference is made to the copies of executed documents you forwarded to this office on January 12, 1988 concerning the above stated matter. All documents appear to be in order to dedicate the roadway to Fort Bend County. This matter needs to be placed on Commissioners' Court agenda to accept the dedicated roadway and to file the original documents in the deed records of the Fort Bend County Clerk's office.

Should you have any questions, please feel free to call on me at any time.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:dmf

cc: County Judge Jodie E. Stavinoha
Commissioner Johnnie Pustka
Commissioner Ben Denham
Commissioner Bob Lutts
Sam W. Dick, Criminal District Attorney

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

C1610

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
1605 Parkway Boulevard • Sugar Land, Texas 77478
(713) 491-1550

To Whom It May Concern:

The total centerline linear feet of Colony West Road that lies within the Colony West Subdivision, being in the John Foster 2-1/2 League, Abstract No. 26, Fort Bend County, Texas, is 1814.63 feet.

Kelly R. Kaluza, R.P.S. #1943

STATE OF TEXAS
KELLY KALUZA
1943

1/21/88

REL3662
MAP 4351A
DFS/mms 11-26-87

AS PER ORIGINAL

RELEASE OF EASEMENT

STATE OF TEXAS ⁞

COUNTY OF FORT BEND ⁞

WHEREAS, by an instrument dated 16th day of May, 1978, and recorded in Volume 778, Page 57 of the Deed Records of Fort Bend County, Texas, Colony West, Inc. created certain easements within the John Foster 2 1/2 League Grant, Abstract 26, in Fort Bend County, Texas; and

WHEREAS, Houston Lighting & Power Company has been requested by the current owner of Colony West Estates, an unrecorded subdivision in said Foster 2 1/2 League Grant to release its right of use of that part of the easement specified in the next paragraph of this instrument, which Houston Lighting & Power Company is willing to do:

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: That in consideration of the premises, Houston Lighting & Power Company, a Texas corporation, has RELEASED, and does by these presents forever release, all of its right of use of the easement granted to Houston Lighting & Power Company in said instrument recorded in Volume 778, Page 57 of said Deed Records, described as follows:

> Easements ten (10') feet wide at and below normal ground level five (5') feet on each side of the centerline thereof, which centerline shall be twenty-five (25') feet on both sides of the centerline of the Private Roadway Easement described in said instrument recorded in Volume 778, Page 57 of said Deed Records, and extending upward to a plane twenty (20') feet above the ground and from said plane upward, said easements are twenty (20') feet wide with the same centerline as at ground level together with the further easement for electric distribution and communication lines consisting of wires and the appurtenances thereto across, but not along, all of said Private Roadway Easement from a plane twenty (20') feet above the ground upward.

This is a partial release which affects only that part of the easement described in the preceding paragraph and which partial release does not in any manner affect Houston Lighting & Power Company's right to use the remainder of the easements.

EXECUTED this the 4th day of January, 19 88.

HOUSTON LIGHTING & POWER COMPANY

BY: Sam N. Sullivan
Sam N. Sullivan, Manager
Land & Right of Way Department

Return to Elida

REL3662
MAP 4351A
DFS/mms 11-26-87

AS PER ORIGINAL

STATE OF TEXAS ⁞

COUNTY OF HARRIS ⁞

This instrument was acknowledged before me on January 4th, 1988 by Sam N. Sullivan, Manager, Land & Right of Way Department of Houston Lighting & Power Company, a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC STATE OF TEXAS

(Notary's Signature) Ronald Stokes

Notary Public State of Texas

Notary's Name, Printed, Typed or Stamped

Commission Expires: 4-30-88

RONALD STOKES
Notary Public, State of Texas
My Commission Expires.....

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS *
COUNTY OF FORT BEND * KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has quitclaimed to Fort Bend County an easement to that certain tract or parcel of land, sixty (60') feet in width and hereinafter described by metes and bounds, for right-of-way and road purposes only, within COLONY WEST ESTATES, an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and

WHEREAS, the current owners of the parcels or lots in COLONY WEST ESTATES (an unrecorded subdivision) desire and acquiesce to RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 acre tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 acre tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"

Radius = 868.50 feet

Length = 118.65 feet

Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' 08" East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the point of termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 acre tract.

NOW, THEREFORE, COLONY WEST, INC., hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

> Lot one (1) COLONY WEST ESTATES, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 league grant, abstract 26, Fort Bend County, Texas, commonly referred to as ,

for and in consideration of establishing and maintaining a public road or road ditch over and across the sixty (60') foot wide strip of land hereinbefore described by metes and bounds, have RELEASED and QUITCLAIMED, and by these presents do RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the easement for right-of-way and road purposes over and across the sixty (60') foot wide strip of land hereinbefore described by metes and bounds.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns

and duly authorized agents according and pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the sixty (60') foot wide strip of land described hereinabove by metes and bounds for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

To have and to hold all of Grantor's right, title and interest in and to the sixty (60') foot wide strip of land described hereinabove by metes and bounds unto the said Grantee, its successors and assigns forever, so that neither Grantor nor Grantor's successors or assigns shall have, claim or demand any right or title to the aforesaid easement or any part thereof except as a public road right-of-way.

EXECUTED this the 23 day of July, 1987.

COLONY WEST, INC.

By: Robert F. Wheless
President

ATTEST:

Dawn D. McClelland
Secretary

STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS *

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Robert F. Wheless, President of COLONY WEST, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of July, 1987.

Shirley J. Goodwin
Notary Public, State of Texas
Notary's Printed Name:
SHIRLEY J. GOODWIN
Notary Public, State of Texas
My Commission Expires: My Commission Expires March 17, 1990

Ret:
County Drainage District
3417 Ave F
Rosenberg TX 77471

#2

8755481

1978 1144

01616

AS PER ORIGINAL 0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, SAMUEL J. SANSONE and wife THERESA SANSONE

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot two (2) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as _____,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 22nd day of JUNE, 1987.

James R. T. Gage

Theresa M. Sansone

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 22 day of June, 1987.

Sarah E. Baldwin
Notary Public in and for
the State of Texas
My commission expires: 01-03-91

SARAH E. BALDWIN

Ret: County Drainage District

8755482

1978 1148

01619

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, JERRALD DUNAWAY and wife NANCY DUNAWAY

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot three (3) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as 4523 Colony West Drive,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 13th day of July, 1987.

Jerald R. Dunaway

Nancy A. Dunaway

Before me, the undersigned authority, on this day personally appeared Jerrald R. Dunaway + Nancy A Dunaway known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 13 day of July, 1987.

Susan E. Bowser
Notary Public in and for
the State of Texas
My commission expires: _____

SUSAN E. BOWSER
Notary Public, State of Texas
My Commission Expires March 29, 1989
Bonded by Lovett Agency, Lawyers Surety Corp.

NOTARY PUBLIC STATE OF TEXAS

Rt: County Drainage District

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, LEE WILSON and wife GLORIA WILSON

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot four (4) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as 4511 Colony West Drive,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 13 day of July, 1987.

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 13 day of July, 1987.

Dorothy Knapp
Notary Public in and for
the State of Texas
My commission expires: 6-26-89

Rd:
County Drainage District

8755484

1978 1156

AS PER ORIGINAL

#5.

01625

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, TOM ROACH and wife FAYE ROACH

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot five (5) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as 4423 Colony West Drive,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 13 day of July, 1987.

Faye Roach

Faye Roach

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 13 day of July, 1987.

Dorothea Knapp

Notary Public in and for
the State of Texas
My commission expires: 6-26-87

Ft. County Drainage District

8755485

1978 1160

AS PER ORIGINAL

01628
0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49 12' 41" West, 223.54 feet to a point;

THENCE, South 25 39' 33" West, 65.55 feet to a point;

THENCE, South 22 05' 56" East, 77.55 feet to a point;

THENCE, South 29 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, SAMUEL HORTON and wife CATHERINE HORTON

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot six (6) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as ,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

AS PER ORIGINAL AS PER ORIGINAL

01630

0034

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 26 day of June, 1987.

Catherine D. Horton

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 26 day of June, 1987.

Dorotha Knapp
Notary Public in and for
the State of Texas
My commission expires: 6-26-89

Rt. 1
County Drainage District

8755486

AS PER ORIGINAL

01631

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

AS PER ORIGINAL

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, ERNEST GARZA and wife ELIZABETH GARZA

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot seven (7) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as 4403 Colony West Drive,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

AS PER ORIGINAL 1632-B

34

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 16th day of July, 1987.

Ernesto Garza

Aurora Elizabeth Garza

Before me, the undersigned authority, on this day personally appeared Ernesto Garza, and his wife Aurora Elizabeth Garza known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 16th day of July, 1987.

Kathryn Burham
Notary Public in and for
the State of Texas
My commission expires: 6-19-90

Rlt:
County Drainage District

8755487

1978 1168

AS PER ORIGINAL 01633

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

AS PER ORIGINAL

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, ROBERT ROST and wife MARGA ROST

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot eight (8) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as ,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

AS PER ORIGINAL 01635

0034

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 30 day of June, 1987.

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 30 day of June, 1987.

Judith R. Hodge
Notary Public in and for
the State of Texas
My commission expires: 12-3-89

RET:
County Drainage District

8755488

1978 1172

AS PER ORIGINAL

01636

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, JAMES MATTLEY and wife DIANE MATTLEY _____, hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot nine (9) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as _____,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

AS PER ORIGINAL 01638

0034

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 30th day of June, 1987.

James B Mattly

Diane S. Mattly

Before me, the undersigned authority, on this day personally appeared James B. Mattly and Diane S. Mattly known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 30th day of June, 1987.

Carol A. Handy

Notary Public in and for
the State of Texas
My commission expires: 5/3/89

CAROL A. HANDY
Notary Public, State of Texas
My Commission Expires May 3, 1989

Rt: County Drainage District

8755489

10

AS PER ORIGINAL

01639

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

AS PER ORIGINAL

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, KELLY KALUZA and JERRY KALUZA

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot ten (10) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as _____,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 22nd day of June, 1987.

Kelly Kaly

Jerry Kaluza

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 23 day of June, 1987.

Cynthia A. Parker
Notary Public in and for
the State of Texas
My commission expires: 8/12/88
Cynthia A. Parker

RET:
County Drainage District

8755490

1978 1180

AS PER ORIGINAL

01642

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, ~~GILBERT HARGRAVES and wife~~ CAROL HARGRAVES

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot eleven (11) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as ,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; 0034 and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 29 day of July, 1987.

Carol Langrana

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 29th day of July, 1987.

Deborah Hansen
Notary Public in and for
the State of Texas
My commission expires: 6/18/89

RLT,
County Drainage District

8755491

12

1978 1184

AS PER ORIGINAL 01645

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, GEORGE SANFORD and wife BECKY SANFORD

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot twelve (12) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as 4306 Colony West Drive,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 23 day of July, 1987.

Guy H. [illegible]

Rebecca Janford

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 23 day of July, 1987.

Dorotha Knapp
Notary Public in and for
the State of Texas
My commission expires: 6-26-89

DOROTHA KNAPP
Notary Public in and for
Fort Bend County, Texas
TEXAS

Rec'd
County Drainage District

8755492

1978 1188

AS PER ORIGINAL 01648

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, E. G. FRIEDMAN and wife SUSAN FRIEDMAN

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot thirteen (13) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as ,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

AS PER ORIGINAL

01650

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

0034

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 30th day of June, 1987.

E. G. Friedman Jr.

Susan W. Friedman

Before me, the undersigned authority, on this day personally appeared SUSAN W. AND E. G. FRIEDMAN, JR. known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 30 day of JUNE, 1987.

Delete Bilina

Notary Public in and for
the State of Texas
My commission expires: 2-5-90

Rec'd
County Drainage District

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, JOE GRILLO and wife JANET GRILLO

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot fourteen (14) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as _____,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 23rd day of June, 1987.

Joe Grillo Jr.

Janet Grillo

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 23rd day of June, 1987.

Mary Mae Miller
Notary Public in and for
the State of Texas
My commission expires: March 20, 1990

Ret:
County Drainage District

#15

8755494

1978 1196

AS PER ORIGINAL

01654

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

AS PER ORIGINAL

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, GEORGE FLINT and wife CINDY LOU FLINT

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot fifteen (15) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as _____,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 16 day of July, 1987.

George Rice Flint

Cindy Lou Flint

Before me, the undersigned authority, on this day personally appeared George Rice Flint and Cindy Lou Flint known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 16 day of July, 1987.

NOTARY PUBLIC STATE OF TEXAS

Kathy Wendt
Notary Public in and for
the State of Texas
My commission expires: 9/20/89

Ret
County Drainage District

8755495

1978 1202

#16

AS PER ORIGINAL 01657

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

AS PER ORIGINAL

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, HERBERT L. WADE

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot sixteen (16) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as ,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 21 day of June, 1987.

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 21st day of June, 1987.

Notary Public in and for
the State of Texas
My commission expires: 2-23-89

Fort County Drainage District

8755496

1978 1206

AS PER ORIGINAL 01660

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

AS PER ORIGINAL

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, JERRY FOUNTAIN and wife LOIS FOUNTAIN

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lots seventeen (17) and eighteen (18) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as 4418 Colony West Drive ,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

AS PER ORIGINAL
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0034

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 25th day of August, 1987.

Lee Fountain

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 25 day of August, 1987.

Dorotha Knapp
Notary Public in and for
the State of Texas
My commission expires: 6-26-89

Ft
County Drainage District

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, LUCIEN HUGHES

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot nineteen (19) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as ,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

AS PER ORIGINAL

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 1st day of July, 1987.

Eugene E. Hughes

Karen E. Hughes

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 1st day of July, 1987.

Sharanna Lee Foy

Notary Public in and for
the State of Texas
My commission expires: 5/7/91

SHARANNA LEE FOY
Notary Public, State of Texas
My Commission Expires May 7, 1991

Rlt
County Drainage District

8755498

1978 1214

AS PER ORIGINAL 01666

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

AS PER ORIGINAL

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, VERNON ADAMS and wife LUCILLE ADAMS

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot twenty (20) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as _____,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 30 day of June, 1987.

Vernon L. Adams

Lucille T. Adams

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 30th day of June, 1987.

Lori C. Uminski
Notary Public in and for
the State of Texas
My commission expires: 12-2-89

Rtd:
County Drainage District

8755499

1978 1218

AS PER ORIGINAL

01669

0034

DEDICATION OF RIGHT OF WAY EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT WHEREAS by Deed of Right of Way, COLONY WEST, INC. has deeded to Fort Bend County that certain tract or parcel of land for right-of-way and road purposes only, within an unrecorded subdivision comprised of 48.3105 acres more or less, in the John Foster 2 1/2 League Grant, Abstract #26, Fort Bend County, Texas; and,

WHEREAS, the current owners of the parcels or lots in Colony West Estates (an unrecorded subdivision) desire and acquiesce to GRANT, SELL, TRANSFER, RELEASE and FOREVER QUITCLAIM unto Grantee, Fort Bend County, its successors and assigns, same easement for right-of-way and road purposes across the strip of land out of said subdivision sixty (60') feet in width lying thirty (30') on each side of the centerline thereof, situated in Fort Bend County, Texas, and described as follows:

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wootters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"
Radius = 868.50 feet
Length = 118.65 feet
Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, South 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, South 29° 03' 03" East, 173.02 feet to a point;

AS PER ORIGINAL

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

NOW, THEREFORE, ALLIED BANK OF MISSOURI CITY

_____,

hereinafter called "Grantor" being the owner of the following described tract of land situated in Fort Bend County, Texas, to wit:

Lot twenty-one (21) Colony West Estates, an unrecorded subdivision comprised on 48.3105 acres, more or less, in the John Foster 2 1/2 League Grant, Abstract 26, Fort Bend County, Texas, commonly referred to as ,

for and in consideration of establishing and maintaining a public road or road ditch over and across the land hereinbefore described, have GRANTED, SOLD, TRANSFERRED, RELEASED and QUITCLAIMED, and by these presents do GRANT, SELL, TRANSFER, RELEASE and QUITCLAIM unto the said COUNTY OF FORT BEND the right-of-way over and across the hereinbefore described real property.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way and road ditches to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and

pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

And Grantor does hereby bind itself and its successors, heirs and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee. TO HAVE AND TO HOLD the above described property and easement for the purposes hereinabove set forth, together with all the rights and appurtenances thereunto in anywise belonging to the said Grantee, its successors and assigns forever.

EXECUTED this the 24 day of June, 1987.

Allied Bank - Missouri City

Freddie L. Heick, V.P.

Before me, the undersigned authority, on this day personally appeared

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 24 day of June, 1987.

Sandra Hein

Notary Public in and for SANDRA HEIN
the State of Texas
My commission expires: 4-22-89

Ret
County Drainage District

DEED OF RIGHT OF WAY

STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND *

That COLONY WEST, INC., a Texas corporation, maintaining offices in Houston, Harris County, Texas (hereinafter referred to as "Grantor"), acting herein by and through its undersigned officers, duly authorized hereunto, in consideration of the sum of Ten Dollars ($10.00) to Grantor 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 RELEASED and FOREVER QUITCLAIMED, and by these presents does hereby RELEASE and FOREVER QUITCLAIM unto Grantee, its successors and assigns, an easement for right-of-way and road purposes only on, over, in and across the strip of land sixty (60) feet in width lying thirty (30) feet on each side of the centerline thereof, situated in said County of Fort Bend and State of Texas, and described as follows, to-wit;

For connection begin at a 1/2" iron pipe set at a corner post in the West line of State Farm Market Road No. 359 marking the West corner of the State of Texas 0.145 Acre Tract (Vol. 433, Pg. 178; Deed Records) and being the East corner of the L. B. Wooters Tract and North corner of the 52.235 Acre Tract; THENCE, Southeasterly, along the West right-of-way line of the State Farm Market Road No. 359 with the following courses and distances:

South 31° 39' 36" East, 549.77 feet to a concrete monument found;

Along a curve to the left with the following:

Delta = 7° 49' 39"

Radius = 868.50 feet

Length = 118.65 feet

Chord = South 35° 34' 26" East, 118.56 feet to point in curve for the Place of Beginning for this centerline description;

THENCE, South 49° 12' 41" West, 223.54 feet to a point;

THENCE, 25° 39' 33" West, 65.55 feet to a point;

THENCE, South 22° 05' 56" East, 77.55 feet to a point;

THENCE, 29° 03' 03" East, 173.02 feet to a point;

THENCE, South 32° 16' East, 205.52 feet to a point;

THENCE, South 36° 37' 08" East, 96.16 feet to a point;

THENCE, South 13° 36' 08" East, 137.46 feet to a point;

THENCE, South 0° 22' 30" West, 82.15 feet to a point;

THENCE, South 12° 19' 56" East, 120.61 feet to a point;

THENCE, South 8° 6' 56" East, 97.15 feet to a point;

THENCE, South 2° 35' 46" East, 88.0 feet to a point;

THENCE, South 9° 30' 48" West, 106.99 feet to a point;

THENCE, South 4° 56' 40" West, 198.24 feet to a point;

THENCE, South 16° 05' West, 60.96 feet to the center point of a 50 foot radius cul-de-sac for the Point of Termination of this centerline description; said point bears North 86° 9' 41" East, 445.4 feet from a point in the West line of said 52.235 Acre Tract.

Said easement shall be used by Grantee, its successors, assigns and duly authorized agents for the purpose of constructing and maintaining thereon a public road right-of-way to be constructed and maintained by Grantee, its successors, assigns and duly authorized agents according and pursuant to Fort Bend County road standards and specifications; and Grantee, its successors, assigns and duly authorized agents shall have the right and privilege at any time to go upon the premises described hereinabove for the purpose of removing, repairing and replacing the road and right-of-way to be constructed and maintained thereon or thereunder.

To have and to hold all of Grantor's right, title and interest in and to the above described easement and rights unto the said Grantee, its successors and assigns forever, so that neither Grantor nor Grantor's successors or assigns shall have, claim or demand any right or title to the aforesaid easement or any part thereof except

AS PER ORIGINAL

01674

as a public road right-of-way.

EXECUTED this the 23 day of July, 1987. 0034

COLONY WEST, INC.

By: Robert F. Wheless
President

ATTEST:

Dawn I. McClelland
Secretary

STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS *

BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Robert F. Wheless, President of COLONY WEST, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Corporation

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 23 day of July, 1987.

Shirley J. Goodwin
Notary Public, State of Texas
Notary's Printed Name:
SHIRLEY J. GOODWIN
Notary Public, State of Texas
My Commission Expires March 17, 1990

FILED

'87 SEP 14 P3:35

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

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

SEP 16 1987

Ret.
County Drainage District

COUNTY COURT OF FORT BEND COUNTY TEXAS

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

ARE0054.2A:01717

AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 25th day of January, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Co. dated January 14, 1988, permit no. 80871 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kozler
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 1/27/88

AS PER ORIGINAL

01676

0034

Appl. # 80877

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

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

1-19-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

01677
AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 86871

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
HUNTERS CHASE	1170' NW OF ROESLER	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
HUNTERS CHASE	1170' NW OF ROESLER	1566' NW	396'

General Description

BEGINNING AT A BORE UNDER HUNTERS CHASE 1170' NW OF ROESLER ROAD AND PROCEEDING ON HUNTERS CHASE IN A NORTHWESTERLY DIRECTION 396' AT 5' FROM THE NE 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 TEL. Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Billy Morrison
(Signature)

NAME & TITLE BILLY MORRISON - ENGR.
(Please Print)

DATE: 1-14-88
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 25th day of January, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone dated January 14, 1988, permit no. 80872 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Denham, seconded by Commissioner 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

mailed back 1/27/88

AS PER ORIGINAL

01679

Appl. # 80872

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

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

1-21-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

01680

0034

AS PER ORIGINAL

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

To be Submitted in Quintuplicate----5

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 2
Key Map Ref.
Notification No. 80872

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
Powell Point School Road	880' Southwest of West Tavener Road	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
Powell Point School Road	At FM 2919	1625' Northeast of FM 2919	1625'
Powell Point School Road	3197' Southwest of West Tavener Road	880' Southwest West Tavener Road	2357

GENERAL DESCRIPTION

Southwestern Bell proposes to trench buried cable parallel following Powell Point School Road approximately 6' from property line as shown on the attached sketch.

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~~ 1449
Rosenberg, Texas 77471
(713) 342-~~2863~~ 3039

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

COMPANY NAME: SOUTHWESTERN BELL TELEPHONE
AGENT AND/OR OWNER: [signature]
(signature)

TITLE: MGR. - ENG. (Design)

ADDRESS: 1021 W. Broad Freeport Tx

Telephone No.: 238-6844 Date: 1-14-88
Log No.:

20

01681

0034

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 25th day of January, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of S.G. & R. Construction Co., Inc. dated January 12, 1988, permit no. 80873 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Sutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Aschenberg
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 back 1/27/88

AS PER ORIGINAL **01682**

Appl. # 80873

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

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

1-21-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $500.00

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 S.G. & R. Construction Co., Inc. as principal and Hartford 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 FIVE HUNDRED DOLLARS DOLLARS ($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 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 12th day of January, 19 88

S.G. & R. Construction Co., Inc.
PRINCIPAL

BY: Connard Barker, Vice-President

Hartford Casualty Insurance Co.
SURETY

BY: Wanda L. Rauch, Attorney-in-fact

21. CONSIDER APPLICATION FROM REBELL CONTRACTORS INC. TO OPEN-CUT STORM SEWER LINE UNDER TRAMMEL-FRESNO RD. IN PRCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept permit application from Rebell Contractors Inc. to open-cut storm sewer line under Trammel-Fresno Rd. in Prct. 2. (Recorded in minutes in full)

22. CONSIDER RECOMMENDATIONS FROM POLICY & PROCEDURE COMMITTEE REGARDING SICK LEAVE POLICY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Pustka voting to abstain, it is ordered to authorize extended sick leave benefit which should not exceed 30 calendar days in a 12 month period at the judicial discretion of Commissioners Court. (Recorded in minutes in full)

23. AUTHORIZE ADVERTISING FOR BIDS FOR COPIERS FOR LIBRARY SYSTEM:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for copiers for Library System. (Recorded in minutes in full)

24. TAKE ACTION ON THE FOLLOWING BIDS: (1) ONE OR MORE NEW FULL-SIZE 1/2 TON PICKUP TRUCKS (#88-02); (2) ONE OR MORE NEW FULL-SIZE 3/4 TON PICKUP TRUCKS (#88-03):

One or more new full-size 1/2 ton pickup trucks (#88-02):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to KNAPP CHEVROLET for five 1/2 ton pickup trucks as follows; (Recorded in minutes in full)

Three trucks (3) in the amount of $ 9,048.00 (base bid)

One truck (1) in the amount of		$ 9,048.00	
	+	$ 641.00	a/c
	+	$ 1,713.00	4-wheel drive
Total amt.		$11,402.00	

One truck (1) in the amount of		$ 9,048.00	(base bid)
	+	641.00	a/c
Total amt.		$ 9,689.00	

One or more new full-size 3/4 ton pickup trucks (#88-03):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to GILMAN DODGE for one full-size 3/4 ton pickup truck in the amount of $9,591.00 (base bid) for Drainage District. (Recorded in minutes in full)

25. 1:30 P.M.- OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) SALE OF SAND FROM SANITARY LANDFILL ON KLAUKE RD., ROSENBERG (#88-04); (2) SALE OF ONE LOT OF AUTO PARTS SEIZED BY PEACE OFFICERS (#88-05):

Open bids for sale of sand from sanitary landfill on Klauke Rd. Rosenberg:

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

A) JONES FINKE

21

01686

0034

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 25th day of January, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Rebell Contractors, Inc. dated January 21, 1988, permit no. 80874 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Dredenberg
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 back 1/27/88

01687

AS PER ORIGINAL 0034

Appl. # 80874

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

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

1-21-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of _____

HIGHLANDS INSURANCE COMPANY

HOUSTON, TEXAS

01688

0034

AS PER ORIGINAL

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Highlands Insurance Company, a corporation duly incorporated under the laws of the State of Texas, doth hereby constitute and appoint Ronald E. Elsey, Bruce C. DeHart, Edward L. Moore, Jointly or Severally of the City of Humble, 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 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 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 3rd day of December, A.D. 19 87.

HIGHLANDS INSURANCE COMPANY

Assistant Secretary

By Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS
CITY OF HOUSTON

On this 3rd day of December in the year 19 87 before me personally appeared 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 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.

NANCY T. TANKO
Notary Public, State of Texas
My Commission Expires 4-4-90.

Notary Public, State of Texas

Rebel Contractors, Inc. (SEAL)

(SEAL)

HIGHLANDS INSURANCE COMPANY

By

Ronald E. Elsey Attorney-in-Fact

B-1601

Bond No. 10 58 81

HIGHLANDS INSURANCE COMPANY

Houston, Texas

01689

LICENSE OR PERMIT BOND

0034

AS PER ORIGINAL

KNOW ALL MEN BY THESE PRESENTS:

That we, Rebel Contractors, Inc. as Principal, and **HIGHLANDS INSURANCE COMPANY** a corporation organized under the laws of the State of Texas with its principal office in the City of Houston, Texas, as Surety, are held and firmly bound unto Fort Bend County as Obligee, in the full penal sum of Two Thousand Dollars and no/100 Dollars ($ 2,000.00 - -), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for Construction of drainage facilities for Hillcroft. (Placing pipe under the road); and the term of said license or permit is as indicated opposite the block checked below:

☒ Beginning the 22nd day of January 19 88, and ending the 22nd day of January 19 89

☐ Continuous, beginning the _____ day of _____ 19____

WHEREAS, the Principal is required by law to file with Fort Bend County

a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permitee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated this 22nd day of January 19 88.

Rebel Contractors, Inc. (SEAL)

(SEAL)

HIGHLANDS INSURANCE COMPANY

By

Ronald E. Elsey Attorney-in-Fact

B-1601

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

01690

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 80874

0034

Formal notice is hereby given that Rebel Contractors 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
Trammel Fresno	1,000' North of Hwy 6	24'	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

Propose to Lay 42" RCP Storm Sewer pipe in Median of proposed Hilcroft where it crosses Trammel Fresno Plan to open cut ½ road at time & divert traffic

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Rebel Contractors, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
(Signature)
NAME & TITLE President
(Please Print)
DATE: 1-22-88
ADDRESS: Box 1535
(Street/P.O. Box)
Alvin Tex 77511
City State Zip
TELEPHONE NO: 489-1772

SICK LEAVE

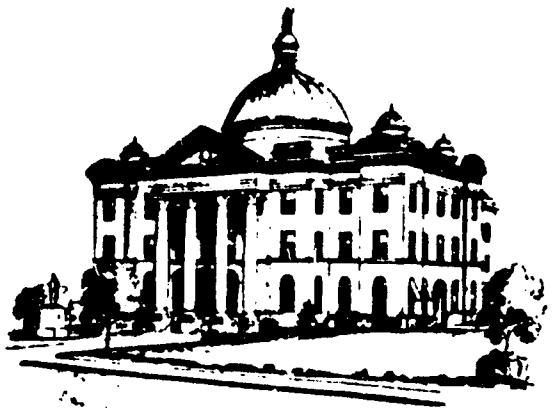
In special cases where timely claim for such is made and purely at the judicial discretion of the Commissioners Court, said Court reserves the right to extend regular sick leave benefits provided in the County of Fort Bend Employee Information Manual on a case by case evaluation. The total extended sick leave benefit should not exceed thirty calendar days in a twelve month period. In such cases where extended sick leave benefits are granted, payback of this time shall be waived by Commissioners Court and the employee's benefits shall continue to accrue.

The Elected Official/Appointed Department Head should present the facts for review to the Personnel Department prior to appearing before Commissioners Court. The Personnel Department shall be responsible for getting the facts together for each case and reporting them to Commissioners Court.

23 01692

0034

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 14, 1988

Mr. Roman Bohachevsky
County Librarian
Fort Bend County, Texas

Dear Roman,

Section 262.023, Title 8 of the Local Government Code now states: "Before a county may purchase, lease or otherwise acquire one or more items under a contract that will require an expenditure exceeding $5,000.00, the commissioners court... must comply with the competitive bidding... procedures prescribed by the Act". This change was made by the 70th Legislature in 1987.

If the Court authorizes your acquisition of these items I shall be happy to assist in preparation of the specifications.

John J. Hammett

1 Incl: Your Requisition #1449L

01693

0034

AS PER ORIGINAL

24/1

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE ½ TON PICKUP TRUCKS
BID #88-02

COMPANY	UNIT BID PRICE	OPTIONAL EQUIPMENT 4-WHEEL DRIVE	OPTIONAL EQUIPMENT AIR CONDITIONING	TOTAL BID PRICE WITH OPTIONAL EQUIPMENT	DELIVERY WITHIN	PRICE GUARANTEE	REMARKS
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX 77210	$9,048.00	$1,713.00	$641.00	$11,402.00	60-75 DAYS	120 DAYS	
GILMAN DODGE 7117 FONDREN HOUSTON, TX 77036	$9,295.96	$1,617.86	$663.85	$11,577.67	120 DAYS	60 DAYS	
LAWRENCE MARSHALL CHEVROLET-OLDSMOBILE P.O. BOX 983 HEMPSTEAD, TX 77445	$9,217.08	$1,925.07	$640.42	$11,782.57	60 DAYS	120 DAYS	
A.J. FOYT CHEVROLET P.O. BOX 35698 HOUSTON, TX 77235	$9,420.65	$1,730.97	$640.42	$11,792.04	60 DAYS	60 DAYS	
CHUCK MILLER FORD 16800 FEATHERCRAFT LN HOUSTON, TX 77058	$9,560.00	$1,749.00	$710.00	$12,019.00	60 DAYS	14 DAYS	SPECIAL PAINT LT. BLUE ADD $52.00/UNIT
M & J MOTORS, INC. DBA MICKEY BATSON PONT-CAD-GMC TRUCKS 2801 AVE H ROSENBERG, TX 77471	$9,814.14	$1,686.20	$663.85	$12,164.19	45-70 DAYS	90 DAYS	
LES MARKS CHEVROLET	$9,500.00	BID WITHDRAWN: BID PRICE FOR 4-WHEEL DRIVE OPTION WAS INCORRECTLY BID.					
JACK ROACH FORD	$9,288.55	DOES NOT MEET SPECS: GVWR REQUIRED IS 5,600#; TRUCK BID HAS A GVWR OF 5250#.					
A.C. COLLINS FORD	$9,315.00	DOES NOT MEET SPECS: GVWR REQUIRED IS 5,600#; TRUCK BID HAS A GVWR OF 5250#.					
UNIVERSAL FORD	$9,609.00	DOES NOT MEET SPECS: GVWR REQUIRED IS 5,600#; TRUCK BID HAS A GVWR OF 5250#.					
KINSEL FORD	$10,022.40	DOES NOT MEET SPECS: GVWR REQUIRED IS 5,600#; TRUCK BID HAS A GVWR OF 5250#.					
DUB MILLER FORD	$11,958.50	BID DISQUALIFIED: NO SIGNATURE ON SECOND PAGE OF BID.					

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE 3/4 TON PICKUP TRUCKS
BID #88-03

COMPANY	UNIT BID PRICE	DELIVERY WITHIN	PRICE GUARANTEE	REMARKS
√GILMAN DODGE 7117 FONDREN HOUSTON, TX 77036	$ 9,591.28	120 DAYS	60 DAYS	
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX 77210	$ 9,697.00	60-75 DAYS	120 DAYS	
A.J. FOYT CHEVROLET P.O. BOX 35698 HOUSTON, TX 77235	$ 9,907.49	60 DAYS	60 DAYS	
JACK ROACH FORD P.O. BOX 25085 HOUSTON, TX 77265-5085	$ 9,953.52	60-75 DAYS	30 DAYS	
LAWRENCE MARSHALL CHEVROLET-OLDSMOBILE P.O. BOX 983 HEMPSTEAD, TX 77445	$ 9,970.07	60 DAYS	120 DAYS	
A.C. COLLINS FORD P.O. BOX 1759 PASADENA, TX 77501	$ 9,974.00	90 DAYS	30 DAYS	
CHUCK MILLER FORD 16800 FEATHERCRAFT LN HOUSTON, TX 77058	$10,267.97	60 DAYS	14 DAYS	SPECIAL PAINT LT. BLUE ADD $52.00/UNIT.
UNIVERSAL FORD P.O. BOX 1547 CROSBY, TX 77532	$10,296.00	60 DAYS	30 DAYS	
M & J MOTORS, INC. DBA: MICKEY BATSON PONT-CAD-GMC TRUCK P.O. BOX 1788 ROSENBERG, TX 77471	$10,486.32	45-70 DAYS	90 DAYS	
KINSEL FORD P.O. BOX 2470 BEAUMONT, TX 77704	$10,892.06	45-60 DAYS	30 DAYS	
DUB MILLER FORD P.O. BOX 912 ROSENBERG, TX 77471	$10,327.57	BID DISQUALIFIED: NO SIGNATURE ON SECOND PAGE OF BID.		
LES MARKS CHEVROLET P.O. BOX 1118 LAPORTE, TX 77571	$10,435.72	BID DISQUALIFIED: NO DELIVERY TIME STATED.		

AS PER ORIGINAL 01695

BID ITEM: SALE OF EXCESS SAND FROM THE FORT BEND COUNTY SANITARY LANDFILL, ROSENBERG 0034

BID NUMBER: 88-04

VENDORS WHO PICKED UP SPECIFICATIONS

COMPANY	BID PRICE
BLACKWELL FILL AND SAND	
JONES FINKE	$.65 per cy
~~IMS~~	

Open bids for sale of one lot of auto parts seized by peace officers:

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

A) AUTO BROKERS LTD.
B) LEV'S PAINT AND BODY SHOP
C) SID SOLOMON AUTO PARTS
D) PATKES AUTO PARTS, INC.

26. APPROVE BILLS:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by Commissioners' Court. (Recorded in minutes in full)

27. ADJOURNMENT:

Commissioners' Court adjourned at 1:40 p.m. Monday, January 25, 1988.

AS PER ORIGINAL 01697

BID ITEM: SALE OF ONE LOT OF AUTO PARTS SEIZED BY FORT BEND COUNTY PEACE OFFICERS

BID NUMBER: 88-05

VENDORS WHO INSPECTED AUTO PARTS

COMPANY	BID PRICE
AUTO BROKERS LTD. 6315 N. SHEPARD HOUSTON, TX 77091	552.00
LEV'S PAINT AND BODY SHOP 514 HWY 90A RICHMOND, TX 77469	1025.50
SID SOLOMON AUTO PARTS 10350 W. MONTGOMERY HOUSTON, TX 77088	1257.00
~~Brid, Inc~~	~~1257.00~~
Patkes Auto Parts, Inc	1526.00

AS PER ORIGINAL

01698

0034

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1988 .

On this the 25 day of January, 1988 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 Podsley, 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 1st Asst.

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON FEBRUARY 16, 1988.

STARTING WITH FILM CODE NO. 88vol.0034pg.01569

ENDING WITH FILM CODE NO. 88vol.0034pg.01698

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 28 DAY OF MARCH, 19 88.

STARTING WITH VOLUME NUMER 0034 PAGE NUMBER 01701.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AS PER ORIGINAL C1701

0034

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 1, 1988
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 25, 1988.

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 identification of unmarked vehicles in use as authorized by Art. 6701m-2, V.C.S.; (2) accept $50 check as restitution for damage to patrol vehicle and rebudget.

6. Consider approval of auditing agreement with Deloitte, Haskins & Sells.

7. Consider approval of interlocal agreement with Needville I.S.D. in Precinct 2.

8. Consider renewing mutual aid agreements with City of Wharton & Austin County E.M.S. systems and affiliation agreements with San Jacinto Jr. College & Wharton County Jr. College.

9. Consider approval of Dorothy M. Funkhouser as a non-paid arson investigator and approve bond & oath.

10. Consider approval of tax refund request in the amount of $690.27 from Park Westheimer.

11. Consider approving lease-purchase agreement for an additional election tabulator.

12. Consider approval of interlocal agreements with Goliad, Fayette, Austin, Jackson & Lavaca Counties for the housing of juveniles.

13. Enter into minutes a certified copy from the District Clerk of County Auditor's personnel salary schedule.

14. Take action on the following bids: (1) Sale of sand from landfill site on Klauke Rd., Rosenberg (#88-04); (2) Sale of one lot of auto parts seized by peace officers (#88-05).

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

16. 1:30 p.m. - Open and consider bids for the rental of one copier for County Clerk (#88-06).

17. Approve bills.

18. Adjournment.

FILED FOR RECORD
TIME 9:50 A.M. P.M.
JAN 28 1988
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, January 28, 1988 at 3:00 p.m. by M. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 1ST day of FEBRUARY, 1988 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 25, 1988:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of January 25, 1988.

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 for DISTRICT ATTORNEY, DATA PROCESSING, LIBRARY, COUNTY COURT AT LAW #1, SHERIFF and 328TH DISTRICT COURT. (Recorded in minutes in full)

5. SHERIFF GUS GEORGE, RE: (1) REQUEST IDENTIFICATION OF UNMARKED VEHICLES IN USE AS AUTHORIZED BY ART. 6701M-2, V.C.S.: (2) ACCEPT $50 CHECK AS RESTITUTION FOR DAMAGE TO PATROL VEHICLE AND REBUDGET:

   Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve the identification of unmarked vehicles in use as authorized by Art. 6701M-2, V.C.S. (Recorded in minutes in full)

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept $50.00 check as restitution from Santiago Gonzales for damage to patrol vehicle and rebudget into repairs.

6. CONSIDER APPROVAL OF AUDITING AGREEMENT WITH DELOITTE, HASKINS & SELLS:

   Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve auditing agreement with Deloitte, Haskins & Sells. (Recorded in minutes in full)

FORT BEND COUNTY COURTHOUSE - ANNEX II

AS PER ORIGINAL

MONTHLY PROGRESS REPORT

THROUGH JANUARY 31st, 1988

GENERAL INFORMATION:

1. Space is still a recurring problem, however we manage, and although minor delays and inconveniences still occur, we have not suffered construction delays. Another construction trailer and a large fork-lift are now on 4th Street. These are owned by the masonry subcontractor.

2. Concrete blocks are now spread throughout the second floor, and erection of block walls have now commenced. Sheet rock arrived on site Saturday, January 30th and will also be lifted to and distributed on upper floors.

3. All columns from the 8th floor to the roof area of the penthouse and beams, sheer walls miscellaneous stripping is all that's left to be done. The roof peak will start February 4th or 5th (steelworkers).

4. The first floor started pouring on the 28th of January and will be completed the week of February 4th.

5. We received a complaint from the City of Richmond during mid-December regarding untidiness of the site environs. Lebco and AFR are cleaning out lumber 6x18 wheeler loads and one scrap dumpster have already left the site. We will continue to remove the last lumber as we strip the forms and sheer walls on the penthouse floor.

LABOR PROBLEMS:

NONE

SAFETY:

1. No lost time accidents to date.

2. Jack Tyler was in my trailer, on the phone, on the morning of January 13,1988. Lumber being "wrecked" from shoring beams on the 5th floor suddenly started falling off the 5th floor with the help of AFR's wrecking crew - falling lumber cut power to the site, cut the telephone line to my trailer, a 6"x 9" beam tore a hole in the side of the trailer about 6' from Jack, and other beam sections knocked out 2 trailer lights and some beam pieces also struck the trailer roof. Needless to say, Jack was very lucky!

3. The site is still very much a "hard hat" zone - Jack Tyler now has one of his very own!

4. We had an OSHA site inspection on January 12, 1988. They made Lebco install a handrail to Supt'd Stringham's trialer - all else is okay - it is in place.

SCHEDULES:

1. As of this date the 7th floor is poured, stripped somewhat, except for shoring, and is supporting efforts on the mezzanine, we should be "Topped-out" · tree and all, by February 15th!

2. As of January 31, 1988 we are a minimum of (27) working days ahead of schedule.

3. We have granted Lebco a total of (5) raindays only, from August 31, 1987 thru December 31, 1987. There were no raindays in January, 1988. These (5) raindays extend the contractural calendar completion date from October 28, 1988 to November 2, 1988.

Neville J. Lancaster
Lancaster Construction Mgmt. Consult.

01704

AS PER ORIGINAL

RECEIVED
JAN 28 1988
COUNTY JU

0034

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 March 7, 1988

Date of Return March 7, 1988

Purpose of Trip: Attend one day seminar "EVALUATING EMPLOYEE PERFORMANCE"

Places to be Visited: Marriott by the Galleria, Houston, Tx

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

Charles W. Miller / Charles W. Miller 1-26-88
Name

January 26, 1988
Date

Director of Data Processing
Title

funds available in '88 budget

* *

Approved: Commissioners' Court

County Judge

2-1-88
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

01705

JAN 28 1988

0034

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, 1988

Date of Return February 12, 1988

Purpose of Trip: Southeast Texas Judicial Conference

Huntsville, Texas

Places to be Visited:

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

Name

1/28/88
Date

Judge, County Court at Law No. 1
Title

* *

Approved: Commissioners' Court

County Judge

2-1-88
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

C1706

RECEIVED
JAN 27 1988
COUNTY JUDGE

0034

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:

Molly Krukewitt

Lynn Godfrey

Linda Harmon

Mary Mahlmann

Period: Date of Departure March 7, 1988

Date of Return March 7, 1988

Purpose of Trip: To attend a workshop entitled "This Way To Books: Ideas for Introducing Children to the Joys of Reading".

Places to be Visited: Holiday Inn Crowne Plaza - Galleria, Houston, Texas

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

R. S. Bachelly
Name

1-26-88
Date

County Librarian
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-1-88
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

01707

0034

COUNTY OF FORT BEND

RECEIVED JAN 28 1988 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:

Lieutenant Marshall Whichard to attend.

Period: Date of Departure 2/23/88

Date of Return 2/26/88

Purpose of Trip: attend child abuse seminar

Places to be Visited: Huntsville, Alabama

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

Name

1/28/88
Date

Sheriff
Title

* *

Approved: Commissioners' Court

County Judge

2-1-88
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

01708

RECEIVED
JAN 28 1988
COUNTY JUDGE

0034

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:

Sam W. Dick, Susan Lea Smith and Denise Markech

Period: Date of Departure February 23, 1988

Date of Return February 26, 1988

Purpose of Trip: Fourth National Symposium on Child Sexual Abuse - Huntsville, Alabama

Places to be Visited: ________

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

[signature]
Name

1-28-88
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

[signature]
County Judge

2-1-88
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

01709

RECEIVED
JAN 28 1988
COUNTY JUDGE

0034

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 2-10-88

Date of Return 2-12-88

Purpose of Trip: to attend the Southeast Texas Judicial Conference

Places to be Visited: Huntsville

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

Name

Thomas O. Stansbury

Date

Judge, 328th District Court

Title

* *

Approved: Commissioners' Court

County Judge

2-1-88

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

01710

JAN 28 1988

COUNTY JUDGE

0034

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:

Rose Mary Galvan, Nancy Cook, Susan Lowery, Alan Small, John Harrity and Glenn Lilly

Period: Date of Departure February 19, 1988

Date of Return February 21, 1988

Purpose of Trip: Juvenile Law Conference Austin, Texas

Places to be Visited:

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

Name

1-26-88
Date

Criminal District Attorney
Title

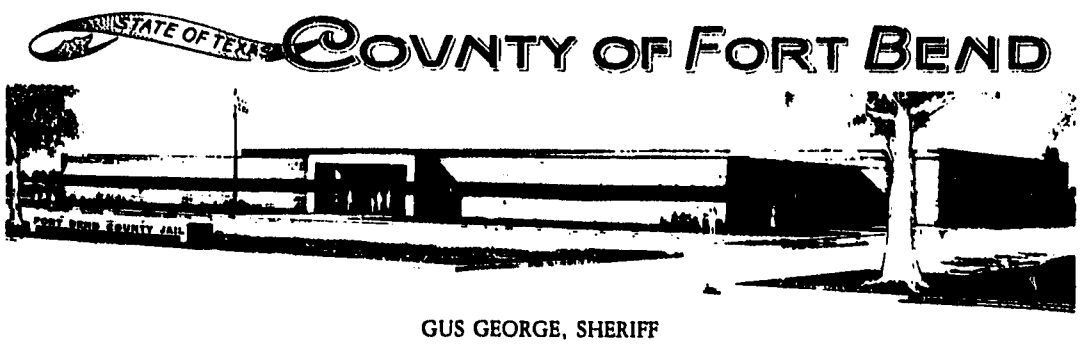
* *

Approved: Commissioners' Court

County Judge

2-1-88
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 27, 1988

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 1, 1988.

1) In compliance with Article 6701m-2, Vernon's Civil Statutes, identification of unmarked vehicles in use by this department.

2) Accept check in the amount of $50.00 from Santiago Gonzales as restitution payment for damage to patrol vehicle.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Gus. George

Gus George
Sheriff

GG/en

cc: Dianne Wilson, County Clerk
Kathy Hynson, County Treasurer
Mrs. Joyce Tompkins, County Auditor

FORT BEND COUNTY SHERIFF DEPARTMENT

UNMARKED VEHICLES

02/01/88

UNIT NO.	MAKE/MODEL	LIC.NO.
SD7K	1982 Plymouth	RHX-237
SD14L	1983 Plymouth	461-FPW
SD16L	1983 Plymouth	050-BUL
SD17L	1983 Plymouth	760-ADX
SD18L	1983 Plymouth	YHC-941
SD20L	1983 Plymouth	895-AEF
SD21L	1983 Plymouth	499-BUQ
SD14A	1984 Chevrolet	221-BVA
SD15A	1984 Chevrolet	795-BVH
SD17A	1984 Chevrolet	322-EUA
SD1C	1986 Chevrolet	177-JTT
SD3C	1986 Chevrolet	142-JUD
SD4C	1986 Chevrolet	588-JTU
SD5C	1986 Chevrolet	493-JTB
SD6C	1986 Chevrolet	716-JHU
SD7C	1986 Chevrolet	927-JUA
SD8C	1986 Chevrolet	331-JHQ
SD10C	1986 Ford	559-JHW
SD11C	1986 Ford	102-JTU
SD12C	1986 Ford	602-JTS
SD13C	1986 Ford	977-JTS
SD14C	1986 Ford	189-JHR
SD15C	1986 Ford	928-JUA
SD16C	1986 Ford	568-HUU
SD27C	1986 Chevrolet	506-260

AGREEMENT FOR AUDITING SERVICES

THIS AGREEMENT, dated the 1 of ~~January~~ FEBRUARY 1988, 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, 1987. 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, 1987. 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, 1987, 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 Accountant	61-73
Administrative Staff	65

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 THIRTY-NINE THOUSAND DOLLARS ($39,000) for the county's portion of the services to be performed hereunder and SEVEN THOUSAND DOLLARS ($7,000) for the District's portion of the services to be performed hereunder. It is expressly understood that the total aggregate cost of the above-mentioned services and out-of-pocket expenses shall not exceed the above sums for each entity. Furthermore, Auditors agree that prior to expenses and/or fees in excess of such amounts 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 each 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 in triplicate originals as of the date first written above.

APPROVED AS TO FORM:

Larry D. Wagelbach
Assistant District Attorney

I CERTIFY THAT FUNDS OF FORT BEND COUNTY, TEXAS AND FORT BEND COUNTY DRAINAGE DISTRICT ARE, OR WILL BE, AVAILABLE TO MEET THESE OBLIGATIONS WHEN DUE.

Joyce Tamphini
Fort Bend County Auditor

FORT BEND COUNTY, TEXAS 0034

By Jodie E. Stavinoha
County Judge

FORT BEND COUNTY DRAINAGE DISTRICT

By Jodie E. Stavinoha
County Judge

DELOITTE HASKINS & SELLS
Certified Public Accountants

By James L. Williams
Partner

7. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH NEEDVILLE I.S.D. IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve Interlocal Agreement with Needville I.S.D. for maintenance, repair and construction of streets, roads, and drainage. (Recorded in minutes in full)

8. CONSIDER RENEWING MUTUAL AID AGREEMENTS WITH CITY OF WHARTON & AUSTIN COUNTY E.M.S. SYSTEMS AND AFFILIATION AGREEMENTS WITH SAN JACINTO JR. COLLEGE & WHARTON COUNTY JR. COLLEGE:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to renew mutual aid agreements with City of Wharton & Austin County E.M.S. Systems and affiliation agreements with San Jacinto Jr. College & Wharton County Jr. College. (Recorded in minutes in full)

9. CONSIDER APPROVAL OF DOROTHY M. FUNKHOUSER AS A NON-PAID ARSON INVESTIGATOR AND APPROVE BOND & OATH:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Dorothy M. Funkhouser as a non-paid Arson Investigator as recommended by Gary Tilton, Fire Marshall and approve bond & oath. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF TAX REFUND REQUEST IN THE AMOUNT OF $690.27 FROM PARK WESTHEIMER:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve tax refund request in the amount of $690.27 from Park Westheimer.

11. CONSIDER APPROVING LEASE-PURCHASE AGREEMENT FOR AN ADDITIONAL ELECTION TABULATOR:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Lutts voting no, it is ordered to approve lease/purchase of AIS 315 election tabulator subject to equipment being sole source as determined by Purchasing Agent and lease agreement approved by Civil Assistant District Attorney. (Recorded in in minutes in full)

12. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH GOLIAD, FAYETTE, AUSTIN, JACKSON & LAVACA COUNTIES FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Interlocal Agreements with Goliad, Fayette, Austin, Jackson & Lavaca Counties for the housing of Juveniles. (Recorded in minutes in full)

13. ENTER INTO MINUTES A CERTIFIED COPY FROM THE DISTRICT CLERK OF COUNTY AUDITOR'S PERSONNEL SALARY SCHEDULE:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to enter into minutes a certified copy from the District Clerk of County Auditor's personnel salary schedule. (Recorded in minutes in full)

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 "School".

WHEREAS County and School entered into that certain interlocal agreement for the calendar year 1987 for various county services; and,

WHEREAS, the School and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1987; and,

WHEREAS, the governing body of the School 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 School for the calendar year 1986 are hereby renewed, extended and continued in force and effect for the calendar year 1988, 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;

_____ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1987 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, 1988, 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 JAN., 198___.

NEEDVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
CHAIRMAN OF TRUSTEES

ATTEST:

_____
SECRETARY

SIGNED this 1 day of February, 1988.

COUNTY OF FORT BEND

By: _____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF WHARTON

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

The Interlocal Agreement, made and entered into between the County of Fort Bend, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "County" and the City of Wharton, organized and existing under virtue of the laws of the State of Texas, hereinafter referred to as "City", acting herein by and through its duly authorized governing body, WITNESSETH:

WHEREAS, from time to time, situations arise demanding the combined efforts of two or more emergency medical services to provide service in the area of Fort Bend County and the City of Wharton; and,

WHEREAS, the Texas Interlocal Cooperation Act, Texas Civil Statute, Article 4413 (32c), authorizes entry into agreements by and between local political subdivisions for the provision of governmental functions, services and administrative functions; and,

WHEREAS, the governing body of the COUNTY and CITY desire to improve the provision of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Texas Civil Statute, Article 4413 (32c); and,

WHEREAS, the COUNTY and CITY, pursuant to the provisions of Texas Civil Statute, Article 4413 (32c), have determined that it would be in the best interest of the COUNTY and CITY and the citizens and inhabitants thereof, to enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical devices of the COUNTY and CITY;

WHEREAS, the COUNTY and CITY desire to enter into a mutual aid agreement of the provision of emergency medical services;

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

ARTICLE I
Scope of Services

1.01 Services in General. The CITY and the COUNTY agree to render mutual emergency medical services aid and make available resources for such aid, providing that it is understood that the party rendering aid may withhold resources to the extent necessary to provide reasonable protection for the citizens within its jurisdiction or service area. Requests for mutual aid pursuant to this Agreement shall be made by and to the respective Director, Emergency Medical Service Administrator, or their designated representatives. It is understood that each party, while rendering aid under this agreement, shall retain the same powers, duties, rights, privileges, and immunities as if it were performing its duties in the CITY or COUNTY in which it is normally employed or rendered services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel times.

1.02 Standard of Services. It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

ARTICLE II
Remuneration

2.01 Reimbursement for Services. The CITY or COUNTY shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All remuneration for such services shall be the responsibility of patient(s) treated, or a third party, and shall be based upon usual costs assigned for that service.

2.02 Reimbursement for Costs. Each party to this Agreement shall be responsible for its own costs and expenses.

ARTICLE III
Liability

3.01 The City 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 _____ day of _____, 1988.

ARTICLE V
Termination

5.01 It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1988, 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 1 day of February, 1988, 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
Fort Bend County Emergency
Medical Services

SIGNED on this _____ day of _____, 1988, in duplicate originals by order of City Council of Wharton.

CITY OF WHARTON

by: G Novosad
Garland S. Novosad
Mayor

ATTESTED:

Elizabeth Jopling
City Secretary

Director, City of Wharton
Emergency Medical Services

AFFILIATION AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HARRIS AND §
COUNTY OF FORT BEND §

This AGREEMENT is executed on the 1 day of February 1988, between the BOARD OF REGENTS of SAN JACINTO COLLEGE, for and on behalf of the Emergency Medical Technology Department, hereinafter sometimes referred to as "College" in this agreement, and FORT BEND COUNTY, TEXAS and FORT BEND COUNTY EMERGENCY MEDICAL SERVICE, hereinafter sometimes referred to as "Facility" in this agreement, WITNESSETH:

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that the students and faculty of the COLLEGE be given the opportunity to utilize the FACILITY as a practice laboratory and for educational purposes.

NOW, THEREFORE, for and in consideration of the foregoing and in further consideration of mutual benefits, the parties to this agreement agree as follows:

(1) The FACILITY will permit students of the COLLEGE to practice Emergency Medical Technology under the direct supervision and responsibility of the faculty of the COLLEGE. Individual faculty members will be responsible to the Emergency Medical Service Director, Preceptor, Supervisor, or Crew Person, designated by the FACILITY for the Emergency Medical Technology activities of the students. A faculty member/instructor from the COLLEGE will be available on call.

(2) The number of distribution of students between the divisions of the FACILITY will be mutually agreed upon between the COLLEGE and the FACILITY at the beginning of each semester.

(3) The period of assignment shall be during regular COLLEGE academic sessions, except in the instance of special arrangements, such as for workshop participants.

(4) The COLLEGE will provide the FACILITY with the names of the students who are entitled to use the resources of the FACILITY under the terms of this agreement.

(5) The COLLEGE will not discriminate against any applicant for enrollment in its course of study because of race, color, creed or national origin.

(6) The COLLEGE shall assume responsibility for seeing that all students and faculty members respect the confidential nature of all information which may come to them with respect to patient, hospital, and county records.

(7) Representatives of the COLLEGE and the FACILITY shall meet as often as necessary to study the Emergency Medical Technology program and terms of this agreement and make such suggestions and changes as are needed.

(8) The COLLEGE will arrange for liability and malpractice insurance coverage for its faculty members and students assigned to the FACILITY. The COLLEGE will provide the FACILITY with a copy of the coverage.

(9) It is understood between the parties that under no circumstances is any member of the COLLEGE'S student body or faculty or staff member to be considered an agent, servant and/or employee of the FACILITY or FORT BEND COUNTY.

(10) COLLEGE personnel, faculty, and students will be subject to the rules and regulations established by the FACILITY for the division of the FACILITY to which they are assigned:

(A) The FACILITY will charge the COLLEGE no fees for Emergency Medical Technology practice opportunity afforded students;

(B) students will be responsible for their own meals, laundry, and transportation to and from the FACILITY; and,

(C) the FACILITY will not be charged for services performed by the COLLEGE'S personnel, faculty, and/or students. The FACILITY shall provide to the students and faculty members of the COLLEGE emergency medical treatment without charge with respect to illness or injuries sustained while on duty with the assigned unit of the FACILITY.

(11) The COLLEGE hereby indemnifies and holds Fort Bend County and Fort Bend County Emergency Medical Service, Commissioners' Court, Directors, Officers and all County employees harmless, insofar as it is authorized by law to do so, from and against any and all claims, demands, suits (including legal expenses in connection therewith), judgment or awards arising out of or in any way connected with, the activities of the COLLEGE, its faculty, students, employees, agents, and servants during the term of this agreement. The COLLEGE hereby indemnifies Fort Bend County, Texas, and Fort Bend County Emergency Medical Service against and holds it harmless only insofar as it is authorized by law to do so, from any claim or cause of action asserted against the FACILITY arising from accident, injury or illness to a student or faculty member allegedly connected with the services of each student or faculty member in the FACILITY, provided, however, the FACILITY shall provide to students and faculty members emergency treatment without charge with respect to injuries sustained while on duty with the assigned unit of the FACILITY. In the event one or more of the students should, independent of this agreement, be employed by the FACILITY on a part time or

full time basis, this article shall not apply during the hours in which such student is performing his/her duties at the FACILITY.

(12) The salaries and expenses of any instructors, supervisors, or other employees of the COLLEGE will be paid by the COLLEGE. The COLLEGE agrees that members of its faculty will serve as consultants and on committees of the FACILITY when requested by the FACILITY.

(13) The FACILITY further agrees as follows:

(A) to maintain the criteria for accreditation as established by the Joint Review Committee on Education in Emergency Medical Technology, or other appropriate accrediting agencies.

(B) to provide the COLLEGE the necessary space or facilities for conference and classroom areas for student teaching, as available;

(C) to provide lounge and locker space for students, as available;

(D) to allow students and faculty members of the COLLEGE to utilize the FACILITY'S eating facilities at the students' and faculty's sole expense; and

(E) to plan jointly with all programs involved, when the resources are utilized as a clinical laboratory by groups other than the COLLEGE.

(14) This Agreement shall remain in effect for a term of one year beginning January 1, 1988, and ending at midnight on December 31, 1988, unless otherwise terminated as provided herein. Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party. Notice shall be given by Registered or Certified Mail to the other party at the addresses set out below:

San Jacinto College Central 8060 Spencer Highway Pasadena, Texas 77505	Fort Bend County, Texas Rt. 2, Box 643C Rosenberg, Texas 77471
ATTENTION: BOARD OF REGENTS	ATTENTION: DIRECTOR OF EMS

EXECUTED by the parties on the day and year first above written.

SAN JACINTO COLLEGE CENTRAL

Dr. Thomas Sewell, Chancellor
San Jacinto College District

Dr. Monte Blue, President

Elaine Cominsky, R.N.
Division Chairman
Health Sciences

~~James T. Matlock, III~~ RICHARD BOWLING
~~Department~~ Chairman
Emergency Medical Technology

FORT BEND COUNTY

Jodie E. Stavinoha
County Judge

ATTEST:

Dianne Wilson, County Clerk

Daniel Kosler,
Director of EMS

James Bauman
Training Coordinator

Approved as to form & content:

Stanley Baskin, Attorney
San Jacinto College District

AFFILIATION AGREEMENT

STATE OF TEXAS §

COUNTY OF WHARTON AND §
COUNTY OF FORT BEND §

This AGREEMENT is executed on the 1 day of February, 1988, 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 _____, 1988, and ending at midnight on December 31, 1988, 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: 1-20-88

James A. Donley
WHARTON COUNTY JUNIOR COLLEGE
BOARD OF REGENTS

Title: Ch. - Board of Trustees

Date: 1-20-88

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

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 Agreement, made and entered into between the County of Fort Bend, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as "Fort Bend" and the County of Austin, organized and existing under virtue of the laws of the State of Texas, hereinafter referred to as "Austin", acting herein by and through its duly authorized governing body, WITNESSETH:

WHEREAS, from time to time, situations arise demanding the combined efforts of two or more emergency medical services to provide service in the area of the County 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 bodies 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 FORT BEND and AUSTIN 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 FORT BEND or AUSTIN in which it is normally employed or rendered services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel times.

1.02 Standard of Services. It is agreed that parties to this Agreement shall make requisite assurances that all service personnel have the certification, qualifications, skill and expertise to perform the scope of services to be rendered. Service personnel shall operate under their own existing operations protocols, and, in the absence of a physician, shall work under their own medical direction.

ARTICLE II
Remuneration

2.01 Reimbursement for Services. 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 the County of 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 if Fort Bend County Emergency Medical Services is solely negligent with regard to any claim, demand, or suit arising out of the aforementioned

Interlocal Agreement, the County of 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 _____ day of _____, 1988.

ARTICLE V
Termination

5.01 It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1988, 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
Austin, Texas 77418

ATTENTION: County Judge LeRoy H. Grebe

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 1 day of February, 1988, 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
Fort Bend County Emergency
Medical Services

SIGNED on this 11th day of January, 1988, in duplicate originals by order of Commissioners' Court of Austin County.

COUNTY OF AUSTIN, TEXAS

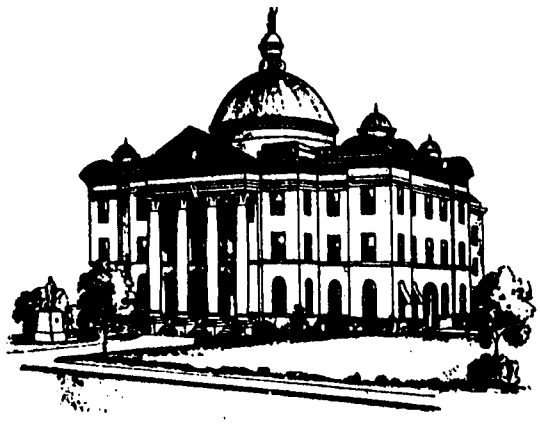
by: LeRoy H. Grebe
LeRoy H. Grebe
County Judge

ATTESTED:

Dorothy Himly
Dorothy Himly, County Clerk

Barbara Spacek
Director, Austin County
Emergency Medical Services

Office of
Dianne Wilson
County Clerk



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

Richmond, Texas

County of Fort Bend

January 27, 1988

TO: COMMISSIONER' COURT
FROM: DIANNE WILSON
RE: ADDITIONAL ELECTION TABULATOR

Due to the response expected for the first "SUPER TUESDAY" primary election, I am requesting consideration of another election tabulator. At the time we purchased the system, AIS stated that each tabulator was designed for 20,000 voters with a maximum of 25,000 voters. Currently, the county has 81,000 voters, and three(3) tabulators.

To tabulate the votes within two hours and have the final totals to the public, media and candidates will require another tabulator. This system is the best on the market, and my staff is dedicated to providing the most accurate election results possible. We will continue to do this with the current equipment on hand. FASTER RESULTS REQUIRE MORE EQUIPMENT.

I have been critized in the past for not releasing returns faster and earlier. Due to budget restraints, you may find that receiving faster results is NOT worth an additional expenditure of $42,500. This is a decision only you can make.

With the current system, the finals will be completed around midnight; with another tabulator the time is reduced 1-2 hours. I will release results every 30 minutes until all votes counted and certified.

Attached is a lease/purchase agreement for your consideration.

Sincerely,

Dianne Wilson

Dianne Wilson

cc: Larry Wagenbach

Progressive Lease, Inc.

620 North 48th, Suite 213 Lincoln, Nebraska 68504 (402) 464-1900

01738

0034

January 21, 1988

Diane Wilson, County Clerk
Ft. Bend County
301 Jackson
Richmond, TX 77469

RE: A.I.S. Election Equipment - $42,500.00
Lease/Purchase Documents

Dear Ms. Wilson

I have been advised by A.I.S. that Ft. Bend County would like a lease/purchase agreement on the Election Equipment. To this end please find enclosed prepared lease documents. The appropriate information has been filled in and the documents are signature ready.

Please find enclosed:
1. Lease/Purchase Agreement
2. UCC-1 Financing Statement
3. IRS Form 8038-GC

Items 1 through 3 need to be signed by an authorized signer and returned to Progressive Lease at this letterhead address. Also a confirming purchase order will be required. A sample purchase order has been enclosed, (the equipment description should be the same as noted on the enclosed lease/purchase agreement). Retain the pink copy for your records. The yellow and white copies should be returned to us. The yellow copy will be executed by us and returned to you at the time of lease commencement.

Lastly, you will find enclosed an "Acceptance Certificate", with the amortization schedule noted on the reverse side. This should be held at Ft. Bend County until the equipment is actually delivered. As per Article III of the lease/purchase agreement, only upon Delivery and Acceptance as noted on the "Acceptance Certificate" can the lease/purchase agreement commence.

Advance Payment Requirements: NO advance payment is required, and the lease/purchase agreement notes payments as annual in arrears.

Upon receipt by our office of the aforementioned executed lease/purchase documents (Excluding the "Acceptance Certificate") we will advise A.I.S. of same, whereupon the equipment delivery may occur.

The enclosed documentation has been used widely across our nation for municipal leasing transactions. However, if you should have any questions about the documents please call us at your convenience. We appreciate the opportunity to handle this lease/purchase acquisition for Ft. Bend County.

Respectfully Yours

Mike Toomey

Michael J. Toomey
President

enclosures

LESSOR: Progressive Lease, Inc.
620 North 48th Suite 213
Lincoln, NE 68504

FOR COMPLETION BY LESSOR OR ITS ASSIGNS
Always Refer to Lease No. _____
Rental Commencement Date: _____

01739

LESSEE:
Name: Ft. Bend County
Address: 301 Jackson
City Richmond State TX Zip 77469
Contact and Title: Diane Wilson County Clerk
Telephone No. (713) 342-3411

VENDOR: 0034
Name: American Information Systems, Inc.
Address: 8512 Maple Street
City Omaha State NE Zip 68134
Contact and Title: Robert Urosevich President
Telephone No. (402) 397-5544

ITEM	QUANTITY	EQUIPMENT DESCRIPTION (Include Make, Model, Serial No. and all Attachments)
	1	AIS-315 OMR Ballot Reader
	1	AIS-315 Scanner Table
	1	AIS-315 Start-Up Kit

LOCATION OF EQUIPMENT IF OTHER THAN ABOVE LEGAL ADDRESS OF LESSEE.
Address: Ft. Bend County Courthouse 301 Jackson City Richmond County Ft. Bend State TX

LEASE TERM	TOTAL EQUIPMENT COST	RENT DUE (Period)	NO./AMOUNT OF RENTAL PAYMENTS
5 (five) Years	$ 42,500.00	☐ Monthly ☒ Annually ☐ Semi-Ann ☐ Advance ☐ Quarterly ☒ Arrears	5/$11,068.70 See payment schedule exhibit B

Advance rentals deposited: $ none to be applied to the none month(s).

PUBLIC BODY EQUIPMENT LEASE/PURCHASE AGREEMENT

Lessor hereby leases to Lessee the Equipment for the purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows

A Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State as set forth above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

B Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body or by other appropriate official approval Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder Lessee shall cause to be executed an opinion of its counsel in form acceptable to Lessor if requested in writing by Lessor

C During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee s authority and will be used in a trade or business of any person or entity other than the Lessee

D During the period this Agreement is in force, Lessee will annually provide Lessor or its assignee with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee

E The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures

F Lessee understands that neither vendor nor any salesman or other agent of vendor is an agent of Lessor No salesman or agent of vendor is authorized to waive or alter any term or condition of this lease and no representation as to equipment or any other matter by vendor shall in any way affect Lessee s duty to pay the rent and perform its other obligations as set forth in this agreement

ARTICLE II: DEFINITIONS. The following terms will have the meanings indicated below unless the context clearly requires otherwise
"**Lease Term**" means the Original Term defined in Article III hereof and a sufficient number of automatic Renewal Terms as will constitute the number of months set forth on the face of this Agreement
"**Lessor**" means (i) **the entity designated on the face of this Agreement** as Lessor hereunder, (ii) any surviving, resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor
"**Purchase Price**" means the amount which Lessee may, at its option, pay to Lessor in order to purchase the Equipment, as set forth in the Payment Schedule attached to this Agreement
"**Renewal Term(s)**" means the automatic renewal periods of this Agreement, each having a duration of one (1) year co-terminous with Lessee s fiscal year except the last of such automatic renewal periods which shall end on the anniversary of the Commencement Date The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rent Payments shall be as provided in the attached Payment Schedule -- See Exhibit B
"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment

ARTICLE III: COMMENCEMENT OF LEASE TERM.
The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee s current fiscal year For the duration of the Lease Term this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessee gives written notice to Lessor not less than sixty (60) days prior to the end of the Original Term or Renewal Term then in effect of Lessee s intention to terminate this Agreement pursuant to Article V Sec 5 04 as the case may be

ARTICLE IV: INSPECTION. Lessor and any assignee of Lessor's rights under this Agreement shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment

ARTICLE V: RENT PAYMENTS.
Section 5.01 Payment of Rent Payments. Lessee shall pay Rent Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement A portion of each Rent Payment is paid as, and represents payment of, interest and principal, respectively The Payment Schedule sets forth the interest component and the principal component of each Rent Payment during the Lease Term. — See Exhibit B.
Section 5.02 Rent Payments to be Unconditional. Subject to Section 5.04, the obligation of Lessee to make payment of Rent Payments and other payments required under this Agreement shall be absolute and unconditional in all events Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising among Lessee and Lessor, any Vendor or any other person, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforseen circumstances.
Section 5.03 Continuation of Lease Term by Lessee. Lessee intends to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rent Payments hereunder Lessee reasonably believes that legally available funds of an amount sufficient to make all Rent Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which Rent Payments may be made, including making provision for such payments to the extent necessary in each biannual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved
Section 5.04 Nonappropriation. In the event sufficient funds shall not be appropriated for the payment of the Rent Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rent Payments from other sources, then Lessee may terminate this Areement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make payment of the Rent Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term Lessee agrees to deliver notice to Lessor of such termination at least sixty (60) days prior to the end of the Original Term or the then current Renewal Term If this Agreement is terminated under this Section 5 04, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor. To the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of equipment similar to the Equipment subject to this Agreement.
Section 5.05 Late Payment Charges. If Lessee fails to pay when due any rent or other amount required herein to be paid to Lessor or its assigns, Lessee shall pay to Lessor a service charge of 5% of the amount of the payment which is delinquent plus interest at a rate of 18% per annum or the maximum rate allowed by law whichever is less The minimum late charge due shall be $5 00

ARTICLE VI: TITLE TO EQUIPMENT: SECURITY INTEREST.
Section 6.01 Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement In the event of default as set forth in Section 12.01 or nonappropriation as set forth in Section 5 04, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor s request, reasonably surrender possession of the Equipment to Lessor Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee s true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor s name, to endorse the name of Lessee upon any Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

(continue on back)

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE A PART HEREOF

ACCEPTED AT:
Date: _____
Progressive Lease, Inc.
(Lessor)
By: _____
Title: _____

LESSEE ACKNOWLEDGES READING AND RECEIVING A COPY OF THIS AGREEMENT
Ft. Bend County
(Lessee Name as Above)
Date: _____, 19____
The undersigned affirms that he has been duly authorized to execute this Agreement on behalf of the above named Lessee
Lessee Employer Ident. # 1-74-60019692
By: _____
Title: _____

CC 2/1/88
#11

01740

0034

AIS

AMERICAN INFORMATION SYSTEMS, INC.

February 10, 1988

Diane
W. Wilson
Scanner is no longer available from AIS
We must buy from Hart Graphics at their price
John

John J. Hammett
Purchasing Director
Ft. Bend County
PO Box 68
Richmond, Texas 77469

Dear Mr. Hammett:

Pursuant to your request, this letter is to inform you that Hart Graphics, based in Austin, Texas, is the sole distributor of all American Information Systems equipment, which includes the AIS-315 Optical Scanner.

Carter Pettit is the local representative from Hart Graphics and AIS. His territory includes Ft. Bend County, Texas.

If you have any furthers questions regarding this information, please feel free to call 1-800-247-8683.

Respectfully yours,

Robert J. Urosevich
President, AIS

RJU/jmh

8512 Maple Street • Omaha, Nebraska 68134 • (402) 397-5544

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

AS PER ORIGINAL

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.

6. It is understood and agreed between the parties that it will be the responsibility 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 Wednesdays and Fridays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by 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, 1988.

SIGNED this 18th day of January, 1988.

THE COUNTY OF GOLIAD, TEXAS

John R. Barnhill, County Judge

ATTEST:

Cail M. Turley, County Clerk

SIGNED this 1 day of ~~January~~ February, 1988.

THE COUNTY OF FORT BEND, TEXAS

Judie E. Stavinoha, Fort Bend County Judge

ATTEST:

Dianne Wilson, Fort Bend County Clerk

APPROVED AS TO FORM: Dennis A. McAfee, Chief

12

AS PER ORIGINAL

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 responsibility 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 Wednesdays and Fridays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by 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, 1988.

SIGNED this 11th day of January, 1988.

THE COUNTY OF FAYETTE, TEXAS

Dan R. Beck

Dan R. Beck, County Judge

ATTEST:

Irene Pratka

Irene Pratka, County Clerk

SIGNED this 1 day of February, 1988.

THE COUNTY OF FORT BEND, TEXAS

Judie E. Stavinoha

Fort Bend, County Judge

ATTEST:

Dianne Wilson

Fort Bend, County Clerk

APPROVED AS TO FORM: Dennis A. McAfee

Dennis A. McAfee, Chief

12

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

AS PER ORIGINAL

31745

0034

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 responsibility 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 Wednesdays and Fridays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by 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, 1988.

SIGNED this 11th day of January, 1988.

THE COUNTY OF AUSTIN, TEXAS

[signature]
, County Judge

ATTEST:

[signature]
, County Clerk

SIGNED this 1 day of February, 1988.

THE COUNTY OF FORT BEND, TEXAS

[signature]
Fort Bend, County Judge

ATTEST:

[signature]
Fort Bend, County Clerk

APPROVED AS TO FORM: [signature]
Dennis A. McAfee, Chief

THE STATE OF TEXAS :

COUNTY OF FORT BEND :

AS PER ORIGINAL

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 responsibility 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 Wednesdays and Fridays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by 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, 1988.

SIGNED this 28th day of December, 1987.

THE COUNTY OF JACKSON, TEXAS

Larkin T. Thedford

LARKIN T. THEDFORD, County Judge

ATTEST:

Martha Knapp

MARTHA KNAPP, County Clerk

SIGNED this ~~28th~~ 1 day of ~~December~~ FEBRUARY, 1987.

THE COUNTY OF FORT BEND, TEXAS

Jodie E. Stavinoha

Fort Bend, County Judge

ATTEST:

Jeanne Wilson

Fort Bend, County Clerk

APPROVED AS TO FORM: Dennis A. McAfee

Dennis A. McAfee, Chief

12

01749

THE STATE OF TEXAS :

COUNTY OF FORT BEND :

AS PER ORIGINAL

0034

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.

AS PER ORIGINAL

6. It is understood and agreed between the parties that it will be the responsibility 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 Wednesdays and Fridays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by 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, 1988.

SIGNED this 31st day of December, 1987.

THE COUNTY OF Lavaca, TEXAS

LAVACA, County Judge

ATTEST:

LAVACA, County Clerk

SIGNED this ~~31st~~ 4 day of ~~December~~ February, 1987.

THE COUNTY OF FORT BEND, TEXAS

Fort Bend, County Judge

ATTEST:

Fort Bend, County Clerk

APPROVED AS TO FORM: Dennis A. McAfee
Dennis A. McAfee, Chief

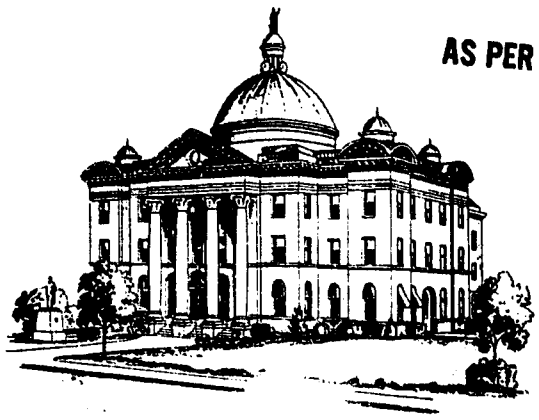
01751

AS PER ORIGINAL

AGENDA ITEM 13

0034

GLORY KETELERS
District Clerk



State of Texas
County of Fort Bend

28

M E M O

TO: Commissioners' Court

FROM: District Clerk,
Glory Ketelers

RE: Commissioners' Court meeting, February 1, 1988

DATE: January 28, 1988

Please include in your agenda the appointments of the Assistant Auditors and their salaries and classifications as listed, to be effective at the beginning of the first payroll period of 1988.

Also include the salary for the County Auditor for 1988.

Thank you.

Glory Ketelers

Glory Ketelers

P.O. Drawer "E" Richmond, Texas 77469 (713) 342-4311

AS PER ORIGINAL

Honorable Charles A. Dickerson - Judge, 240th District Court
Honorable A. Reagan Clark - Judge, 268th District Court
Honorable Thomas O. Stansbury - Judge, 328th District Court

Dear Sirs,

In compliance with House Bill No. 35, amending Article 1650 of the revised Civil Statutes of Texas of 1935, with respect to the authority of the County Auditor to appoint assistants:

I desire to certify for appointment as Assistants to the Auditor of Fort Bend County, Texas, said appointments to take effect on and after January 1, 1998.

EMPLOYEE NAME	TITLE	1/1/88 ANNUAL SALARY	PAY GRADE AT NEXT STEP ON EMPLOYEE'S ANNIVERSARY DATE	ANNUAL SALARY AT NEW STEP
Robert Grayless	1st Assistant	$36,750	6E	$36,960
Emison Lewis	Chief Accountant	33,990	5F	35,200
Mary Hancock	Internal Auditor	22,895	4D	24,000
Joy Jankowski	Internal Auditor	21,748	4C	22,800
Delores Moncada	Internal Auditor	21,115	4B	21,600
Diane Powers	Internal Auditor	17,955	4A	20,400
Matt Harper	Payables Supervisor	21,840	3E	21,840
Mildred Oberhoff	Accounting Clerk	22,725	2I	22,725
Bill Lively	Accounting Clerk	17,685	2F	18,480
Ann Lindsey	Accounting Clerk	15,370	2D	16,800
Michalene Potter	Accounting Clerk	15,756	2C	15,960

Joyce Tompkins
Joyce Tompkins, County Auditor
Fort Bend County, Texas

TO THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS:

We hereby certify that we have approved the appointments of the above named Assistant Auditors and their salaries and classifications as listed, to be effective at the beginning of the first payroll period of 1988.

Rec Vol 38 pg 689
Rec Vol 11-C pg 569
Rec Vol 88 pg 760

FILED
1988 JAN 13 PM 3:58
CLERK DISTRICT COURT

Judge, 240th Judicial District

Judge, 268th Judicial District

Judge, 328th Judicial District

AS PER ORIGINAL 01753

0034

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 (as amended in 1987), 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, and Thomas O. Stansbury, Judge of the 328th Judicial District acting herein under and by virtue of the provisions of Article 1645, Revised Civil Statutes of the State of Texas (as amended in 1987) have and do hereby fix and determine the salary of Mrs. Joyce Tompkins, County Auditor of Fort Bend County, Texas, to not exceed the amount equal to the compensation and allowances received from all sources by the highest paid elected County officer ($56,600 in 1988 for Fort Bend County), other than a judge of a statutory court, whose salary and allowances are set by Commissioners' Court. We hereby set the Fort Bend County Auditor's annual salary to be $42,000 for 1988. 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 fixed and determined.

GIVEN UNDER OUR HANDS THIS THE 8th DAY OF January, 1988.

Judge, 240th Judicial District

Judge, 268th Judicial District

Judge, 328th Judicial District

FILED

1988 JAN 13 PM 3:59

District Clerk

14. TAKE ACTION ON THE FOLLOWING BIDS: (1) SALE OF SAND FROM LANDFILL SITE ON KLAUKE RD., ROSENBERG (#88-04); (2) SALE OF ONE LOT OF AUTO PARTS SEIZED BY PEACE OFFICERS:

Sale of sand from landfill site on Klauke Rd., Rosenberg:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to JONES FINKE for sale of sand from landfill site on Klauke Rd., Rosenberg in the amount of .65 per cubic yard. (Recorded in minutes in full)

Sale of one lot of auto parts seized by peace officers:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to PATHES AUTO PARTS for sale of one lot of auto parts seized by peace officer in the amount of $1,526.00. (Recorded in minutes in full)

15. MEET IN CLOSED SESSION TO DISCUSS LITIGATION AND LAND MATTERS AS AUTHORIZED BY ART. 6251-17, SEC. 2 (E) & (F), V.T.C.S. AND CONSIDER TAKING ACTION:

No action taken.

RECESS:

Commissioners Court recessed at 10:30 a.m.

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

16. 1:30 P.M.- OPEN AND CONSIDER BIDS FOR THE RENTAL OF ONE COPIER FOR COUNTY CLERK (#88-06):

The following bids were presented to Commissioners Court for review.

A) ALLSTATE COPY SYSTEM
B) KONICA BUSINESS MACHINES
C) HARRIS/3M DOCUMENT
D) SEALY OFFICE PRODUCTS
E) DELTA BUSINESS COMPUTER
F) GLOBAL SERVICES
G) SOUTHWEST COPIERS, INC.

17. 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)

18. ADJOURNMENT:

Commissioners Court adjourned at 1:40 p.m. Monday, February 1, 1988.

14/1

SALE OF EXCESS SAND FROM THE FORT BEND COUNTY SANITARY LANDFILL
ROSENBERG, TEXAS. BID #88-04.

01755

JN34

BIDDER	BID PRICE PER CUBIC YARD
JONES G. FINKE, INC. P.O. BOX 698 SEALY, TX 77474	$0.65

14/2

01756

0034

SALE OF ONE LOT OF AUTOMOBILE PARTS SEIZED BY PEACE OFFICERS
BID #88-05

BIDDER	TOTAL BID PRICE
PATHES AUTO PARTS 13130 CULLEN BLVD. HOUSTON, TX 77047	$1,526.00
SID SOLOMON AUTO 25911 HUNTER LN. KATY, TX 77450	$1,257.00
LEV'S PAINT AND BODY 514 HWY 90A RICHMOND, TX 77469	$1,025.50
AUTO BROKERS LTD. 6315 N. SHEPHERD HOUSTON, TX 77091	$ 552.00

BID ITEM: RENTAL OR PURCHASE OF COPIER FOR THE FORT BEND COUNTY CLERK. 14

01757

BID NUMBER: 88-06

0034

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'015'$category

VENDOR NAME	BID PRICE
A D F COMPUTER SYSTEMS, INC.	
A-1 BUSINESS MACHINES	
ADVANCED BUSINESS SYSTEMS	
ALLIED OFFICE SYSTEM	
ALLSTATE COPY SYSTEMS, INC. ✓	rental 999 mo / 13,198 purchase
CANTER OFFICE EQUIPMENT	
CITICORP INDUSTRIAL CREDIT INC	
COMMERCIAL COPER PRODUCTS, INC	
DEAN WILLIAMS BUS. MACHINES	
EXECUTIVE AIR SYSTEMS	
FT BEND CHAMBER OF COMMERCE	
FT. BEND OFFICE SUPPLY	
GLOBAL SERVICES, INC. ✓	rental 1255.34 mo / 14379.60 purchase
HARRIS - 3M ✓	rental 529 mo / 14,985.00 purchase
IBM	
KONICA BUSINESS MACHINES ✓	rental 485 mo / 14,047 purchase
KOPI-R SERVICES	
MINOLTA BUSINESS SYSTEMS, INC.	
MINOLTA BUSINESS SYSTEMS, INC.	
MONROE SYSTEMS FOR BUSINESS	
OCE' BUSINESS SYSTEMS, INC.	
PITNEY BOWES	
PREMIER BUSINESS SYSTEMS, INC.	
PREMIER BUSINESS SYSTEMS, INC.	
ROSENBERG OFFICE SUPPLY	
ROSENBERG/RICHMOND CHAMBER	
SEALY OFFICE PRODUCTS, INC. ✓	rental 955 mo / 15,337.50 purchase
SMITH MUNICIPAL	
SOUTHWEST COPIERS, INC. ✓	18,320 purchase only
SOUTHWEST INDUSTRIAL EXCHANGE	
SUMCO, INC.	
THE SHILK COMPANY	
TWIN CITY BUSINESS MACHINES	
UNICO, INC. OF THE SOUTHWEST	
WALLACE BUSINESS EQUIPMENT INC	
XEROX CORPORATION	
Delta Business Computers	rental 895 mo / 19,650 purchase

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1988 . 0034

On this the 1st day of February, 1988 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: 2-1-88

Time Reconvened: 12:00

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

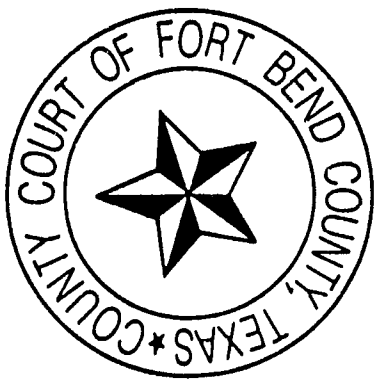
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 28, 1988.

STARTING WITH
FILM CODE NO. 88vol.34pg.01701

ENDING WITH
FILM CODE NO. 88vol.34pg.01758



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 28 DAY OF MARCH, 1988.

STARTING WITH VOLUME NUMER 34 PAGE NUMBER 01761.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 8, 1988
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 1, 1988.

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. Mr. Glen Razak & Ms. Kathy Moody, Fort Bend Health Council, re: presentation and consideration of Mental Health Needs Study.

7. Mr. G. B. Rand, Texas Industries for the Blind & Handicapped, re: presentation of State Set-Aside Program.

8. Consider reappointment of 3 members to Library Board of Trustees.

9. Mr. Roman Bohachevsky, County Librarian, re: accept & rebudget check in the amount of $1,458 as reimbursement for damages to window.

10. Marsha Gaines, Tax Assessor/Collector, re: presentation of Oct. '87 monthly report & '87 tax collections thru October.

11. Accept the Republican and Democratic Primary Election contract.

12. Consider absentee polling places for March Primary Election and set election clerks' salaries.

13. Consider authorizing the County Engineer to do a study on a new access road for Pecan Manor Subdvision in Precinct 2.

14. Consider acceptance of a renewal amendment to Letter of Credit #I-86446 for Lakewood Estates Sub. in Precinct 3.

15. Consider approval of pay request #3 in the amount of $23,229.08 to Drymalla Construction & $185.83 to Chris DiStefano & Assoc. for Prct. 2 maintenance facility.

16. Consider approval of replat of Lakeway, Sec. 2., Res. A, Prct. 4.

17. Set date for public hearing for temporary closing of Rycade School Rd. & Hurta Rd. for bridge replacement, Prct. 2.

18. Consider releasing maintenance bond #5246912 on Sweetwater golfcart tunnels in Precinct 4.

19. Consider application from Diocese of Houston-Galveston (St. Lawrence Catholic Church) to install sewer line & driveway tie-ins under Sweetwater Blvd. & Austin Parkway in Prct. 4.

20. Consider application from Southwestern Bell Telephone to lay cable along Hartledge Rd. in Prct. 1.

21. Consider applications from Prime Cable TV to lay cable under or along the following streets: Woodstream Blvd., Sweetwater Blvd., Southwest Blvd., Austin Parkway & Old South Drive in Prct. 4; and Lexington Blvd. & Sugar Crossing in Prct. 3.

22. Consider granting exemption to competitive bid requirements of Art. 2368a.5 VATS for the purchase of an item made necessary by unforeseen damage to public property for Prct. 3.

23. 1:30 p.m. - Open and consider awarding bid for one or more new rubber tired, wheel loader backhoe (#88-07).

20. Approve bills. FILED FOR RECORD

21. Adjournment. TIME 2:50 A.M. P.M.

FEB 4 1988

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 Thursday, February 4, 1988 at 3:00 p.m. by N. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 8TH day of FEBRUARY, 1988 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 1, 1988:

   Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve minutes of February 1, 1988 with corrections to #11, page 2.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

   None

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 transfer for COUNTY ENGINEER. (Recorded in minutes in full)

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

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out of town travel for DISTRICT ATTORNEY, DRAINAGE, COMMISSIONERS #1,2,3, HEALTH DEPARTMENT, and 268TH DISTRICT COURT. (Recorded in minutes in full)

5. APPROVE COUNTY TREASURER'S QUARTERLY REPORT:

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

6. MR. GLEN RAZAK & MS. KATHY MOODY, FORT BEND HEALTH COUNCIL, RE: PRESENTATION AND CONSIDERATION OF MENTAL HEALTH NEEDS STUDY:

   Mazie Peschel, President of Fort Bend County Health Council
   Glen Razak, Co-chair of Mental Health Committee
   Mary Ann Hylden, Directed the study
   Charles Boon, Texas Department of Mental Health Mental Retardation, discussed the mental health needs assessment report completed by the Mental Health Committee.

AS PER ORIGINAL 01764 3

0034

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1987

On this the 8th day of February, 1988, 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)
1050 0043 0200 (Salaries & Labor)	215,666.00	209,666.00	6,000.00(decrease)
1050 0043 0700 (Transp. & Travel)	.00	6,000.00	6,000.00(increase)

DATE: 2/8/88

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

4

C1765

0034

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
FEB 3 1988
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 5, 1988

Date of Return March 9, 1988

Purpose of Trip: To attend the Texas Public Health Association meeting.

Places to be Visited: San Antonio, Texas
Palacio Del Rio Hotel

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

Name

02/03/88
Date

Director, Ft. Bend Co. Health Dept.
Title

* *

Approved: Commissioners' Court

County Judge

2-8-88
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 01766

COUNTY OF FORT BEND

Travel Authorization

RECEIVED FEB 4 COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

Sara Gless, Clerk

Period: Date of Departure 3-22-88

Date of Return 3-25-88

Purpose of Trip: J.P. Clerk's School

Places to be Visited: Houston, TX

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

Gary Frechenkow
Name

2-2-88
Date

JP2.Pl2
Title

* *

Approved: Commissioners' Court

[signature]
County Judge

2-8-88
Date

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C1767

COUNTY OF FORT BEND

RECEIVED FEB 5 1988 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:

Johnnie Pustka

Period: Date of Departure February 11, 1988

Date of Return February 12, 1988

Purpose of Trip: to attend Texas Water Development Board meeting

Places to be Visited: Austin, Texas

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

Name: Johnnie Pustka

Date: Feb. 4, 1988

Title: Commissioner, Precinct #1

* *

Approved: Commissioners' Court

County Judge

Date: 2-8-88

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 February 10, 1988

Date of Return February 12, 1988

Purpose of Trip: Judicial Conference

Places to be Visited: Huntsville, Texas

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

Name

February 1, 1988
Date

Judge, 268th District Court
Title

* *

Approved: Commissioners' Court

County Judge

2/3/88 2/8/88
Date

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C1769

RECEIVED
FEB 1 1988
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 Ledger

Steve Root

Period: Date of Departure 2-29-88

Date of Return 3-2-88

Purpose of Trip: Attend Basic Water Works given by Texas Engineering Extension Service in Houston, Texas

Places to be Visited: Houston, Texas

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

Name

1-29-88
Date

Commissioner - Pct. #3
Title

* *

Approved: Commissioners' Court

County Judge

2-8-88
Date

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

01770

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

AS PER ORIGINAL

February 4, 1988

RECEIVED
FEB 5 1988
COUNTY JUDGE

Hon. Jodie Stavinoha
County Judge
Commissioners' Court
Courthouse Annex
Richmond, Texas 77469

Gentlemen:

Mrs. Joyce Dancer, from our Hot Check Division, was asked to speak at the Tax Assessor/Collector's Seminar in College Station, Texas. She was told by a representative from the Tax Assessor's Association that all her expenses would be paid. Mrs. Dancer's hotel was paid by the Association, but they declined payment for her food and mileage.

We are requesting that a Travel Authorization be approved at this time so that Mrs. Dancer may recover her out-of-pocket expenses of $69.03.

Very truly yours,

Sam W. Dick
Criminal District Attorney

SWD/dpt

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

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:

Joyce Dancer

Period: Date of Departure January 10, 1988

Date of Return January 11, 1988

Purpose of Trip: To speak at the Tax Assessor/Collector's Seminar in College Station, Texas

Places to be Visited:

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

Name

February 4, 1988
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

2-8-88
Date

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AS PER ORIGINAL 01772

COUNTY OF FORT BEND

RECEIVED FEB 4 COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

Susan Lowery

Period: Date of Departure 2/11/88

Date of Return 2/12/88

Purpose of Trip: attend DWI Defense Serminar, Corpus Christi, TX

Places to be Visited: n/a

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

Name

February 4, 1988
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

2-8-88
Date

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01773

L AS PER ORIGINAL

RECEIVED
FEB 5 1988
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 February 11, 1988 Thur.

Date of Return February 12, 1988 Fri.

Purpose of Trip: Big Creek Diversion Permit

Places to be Visited: Austin, Texas

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

Name

February 5, 1988
Date

Commissioner Precinct #2
Title

* *

Approved: Commissioners' Court

County Judge

2-8-88
Date

M. E.

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 2/11/88

Date of Return 2/12/88

Purpose of Trip: To attend meeting of Texas Water Development Board re: Big Creek

Places to be Visited: Austin - Texas Water Development Board

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

X Dan Gerken

Dan Gerken Name

2/8/88 Date

Drainage District Manager/Engineer Title

* *

Approved: Commissioners' Court

County Judge

2-8-88 Date

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

ORDER APPROVING COUNTY TREASURER'S QUARTERLY REPORT

01775

0034

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, 1988

On this 8th day of FEBRUARY A. D. 1988, 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. 1987, and ending on the 31st day of DECEMBER A. D. 1987, filed herein on the 8th day of FEBRUARY A. D. 1988 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 9/30/87	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE DATE 12/31/87	OUTSTANDING INVESTMENTS	ENDING BALANCES
08 ROAD & BRIDGE.....	177,021.72	4,974,553.64 I 377,798.90 R	3,864,139.19 I 1,650,075.11 D	15,159.96	676,086.05	691,246.01
10 GENERAL FUND.....	505,768.79	17,742,733.15 I 2,130,290.30 R	13,882,112.00 I 6,153,018.98 D	343,661.26	3,104,681.65	3,448,342.91
98 INSURANCE ESCROW.....	49,384.70	509,283.95 I ----- R	456,000.00 I 102,649.83 D	18.82	152,000.00	~~-152,~~018.82
04 TEMP EMERGENCY RELIEF PROG.	8.67	----- R	----- D	8.67	-----	8.67
05 D. A.-U.R.E.S.A.....	150.00	----- R	----- D	150.00	-----	150.00
06 D. A. BAD CHECK COLL. FD..	17,750.78	60,112.50 I 12,208.88 R	86,613.14 I 3,318.55 D	140.47	26,613.14	26,753.61
07 ENTEX CONTRIBUTIONS.....	5,680.87	645.00 R	563.62 D	5,762.25	-----	5,762.25
09 HOUSTON LICHTING & POWER..	8,361.82	4,806.00 R	9,363.24 D	3,804.58	-----	3,804.58
12 FARM TO MARKET/LATERAL RD.	220,717.44	3,833,881.14 I 256,109.41 R	2,481,191.08 I 1,692,982.23 D	136,534.68	206,493.44	343,028.12
14 LATERAL ROAD.....	2,281.78	502,609.55 I 60,194.61 R	478,000.00 I 140,246.21 D	(53,160.27)	128,000.00	74,839.73
16 CO. LAW LIBRARY.....	4,483.61	262,103.51 I 9,515.24 R	268,000.00 I 3,291.29 D	4,811.07	93,000.00	97,811.07
18 LAW ENFORCEMENT ACADEMY...	12,264.54	145,504.54 I 10,967.00 R	155,000.00 I 8,651.33 D	5,084.75	50,000.00	55,084.75
24 LIBRARY BLDG. AVAIL.....	-----	----- R	------ D	-----	-----	CLOSED
28 AMBULANCE (PARAMEDICS)....	6,404.16	----- R	118.56 D	6,285.60	-----	6,285.60
29 MARGINE PUSTKA MEMORIAL...	-----	----- I ----- R	----- I ----- D	-----	-----	CLOSED
30 D. A. SUPPL. SALARY.....	472.03	7,218.06 R	6,614.41 D	1,075.68	-----	1,075.68
31 MARY ELLEN GRILLO MEMORIAL	1,190.12	----- I ----- R	----- I 170.00 D	1,020.12	-----	1,020.12
32 LIBRARY DONATIONS.....	3,899.98	61,135.91 I 4,558.61 R	65,185.86 I 4,404.64 D	4.00	14,358.96	14,362.96
33 EMERGENCY FOOD & SHELTER..	-----	9,000.00 R	9,000.00 D	-----	-----	-----
36 MISSION WEST PARK PCT. 3..	4,744.55	313,163.03 I ----- R	317,907.58 I ----- D	-----	108,907.58	108,907.58
41 MARJORIE BAILEY MEMORIAL..	586.53	94,393.37 I ----- R	85,721.90 I 9,258.00 D	-----	17,371.49	17,371.49
42 NARCOTICS FUND.....	15,157.14	20,023.12 I 183.50 R	20,000.00 I 5,768.80 D	9,594.96	-----	9,594.96
44-27 REV. SHR. EP #16.....	-----	----- R	----- D	-----	-----	CLOSED
44-28 REV. SHR. EP #17.....	6,351.03	790,529.92 I ----- R	729,500.00 I 72,823.76 D	(5,442.81)	65,000.00	59,557.19
46 PRIMARY ELECTIONS.....	-----	----- R	----- D	-----	-----	-----
47 D. W. I. VIDEO FEE FUND...	5,836.05	1,987.00 R	----- D	7,823.05	-----	7,823.05
49 PROBATE/COURT TRAINING FD.	1,224.70	339.00 R	479.23 D	1,084.47	-----	1,084.47
74 VOTER REGISTRATION.....	9,185.16	----- R	4,370.72 D	4,814.44	-----	4,814.44
97 DISTRICT ADULT PROB. ISP..	14,366.87	55,841.58 I 28,080.00 R	71,673.44 I 26,615.01 D	-----	15,888.27	15,888.27
99 DISTRICT ADULT PROBATION..	78,894.02	393,081.14 I 198,508.01 R	497,717.98 I 172,599.64 D	165.55	105,105.89	105,271.44
19 RABBS BAYOU FUND.....	2.72	----- R	----- D	2.72	-----	2.72
20 UPPER OYSTER CREEK.....	26,178.60	25,028.54 I ----- R	25,000.00 I ----- D	26,207.14	-----	26,207.14
21 CAPITAL IMPROVEMENTS.....	9,479.54	----- I ----- R	----- I ----- D	9,479.54	-----	9,479.54
25 LOWER OYSTER CREEK.....	(6,776.70)	28,380.02 R	7,429.17 D	14,174.15	-----	17,174.15
65 ON-SITE WASTE WATER TRTMT..	-----	220.00 R	----- D	220.00	-----	220.00
76 JUVENILE SPECIAL FUND.....	-----	60.00 R	----- D	60.00	-----	60.00

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 8th day of FEBRUARY A. D. 1988.

Sworn to and Subscribed before me, by JODIE STAVINOHA, County Judge, and JOHNNIE PUSTKA and BEN DENHAM and ALTON PRESSLEY and BOB LUTTS County Commissioners of said Fort Band County, each respectively, on this, the 8th day FEBRUARY A. D. 1988.

County Clerk

COUNTY JUDGE, JODIE STAVINOHA

COMMISSIONER PCT. #1, JOHNNIE PUSTKA

COMMISSIONER PCT. #2, BEN DENHAM

COMMISSIONER PCT. #3, ALTON PRESSLEY

COMMISSIONER PCT. #4, BOB LUTTS

01776

0034

AS PER ORIGINAL

FUND	BEGINNING CASH BALANCE DATE 09/30/87	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE DATE 12/31/87	OUTSTANDING INVESTMENTS	ENDING BALANCES
27 TARA ROAD FD. PCT. #1.....	659.28	80,614.18 I ----- R	88,273.46 I ----- D	(7,000.00)	27,773.46	20,773.46
37 LAW ENF. ACAD. BLDG.....	-----	----- R	----- D	-----	-----	CLOSED
38 COURTHOUSE ANNEX BLDG.....	5,043.34	7,932,408.21 I ----- R	7,174,627.50 I 762,224.05 D	600.00	5,226,627.50	5,227,227.50
39 CRAND MISSION CROSSING....	129.00	424,094.67 I ----- R	280,000.00 I ----- D	144,223.67	-----	144,223.67
43 BRIDGE IMPROVEMENT FD.....	19,434.24	80,045.50 R	63,215.26 I 32,025.63 D	4,238.85	23,215.26	27,454.11
45 PCT. #3, MAINTENANCE FAC..	6,469.42	----- R	608.50 D	5,860.92	-----	5,860.92
61 FLOOD CONTROL/WATER SUPPLY.	-----	4,405.00 R	----- D	4,405.00	-----	4,405.00
53 PCT. #1, MAINTENANCE FAC..	195.27	----- R	195.27 D	-----	-----	-----
94 FBC DIST. DRY CREEK BRDG..	2,484.65	275,442.86 I ----- R	277,927.51 I ----- D	-----	57,927.51	57,927.51
56 COURTHOUSE IMPROV. CERT...	628.10	9,207.87 I 2,174.99 R	12,001.18 I ----- D	9.78	12,001.18	12,010.96
58 LTD TAX JAIL BONDS.....	2,989.16	17,392.64 I 6,920.49 R	27,271.16 I ----- D	31.13	27,271.16	27,302.29
59 ANNEX CERT. OF OBLIG.....	6,684.37	95,197.44 I 18,784.25 R	119,783.00 I 798.55 D	84.51	73,783.00	73,867.51
60 UNLTD. TAX RD. BONDS.....	940.09	19,438.83 I 2,235.28 R	22,614.20 I ----- D	-----	22,614.20	22,614.20
34 DRAINAGE DIST. MAINT. AVAIL	79,575.98	11,460,275.38 I 94,849.48 R	10,411,207.94 I 893,245.61 D	330,247.29	3,380,485.39	3,710,732.68
15 BAIL BOND SECURITIES.....	2,258.28	----- R	----- D	2,258.28	-----	2,258.28
17 F. I. C. A. RECOVERY.....	4,312.67	----- R	----- D	4,312.67	-----	4,312.67
52 COMP. TO VICTIMS OF CRIME.	15,155.00	19,206.00 R	9,686.50 D	24,674.50	-----	24,674.50
54 APPELLATE JUDICIAL SYS....	36,080.00	4,410.00 R	----- D	40,490.00	-----	40,490.00
66 JUDICIAL COURT TRAINING...	3,108.00	4,421.50 R	3,108.00 D	4,421.50	-----	4,421.50
68 CRIMINAL JUSTICE PLANNING.	18,932.00	25,370.00 R	12,141.00 D	32,161.00	-----	32,161.00
72 DEPT OF PUBLIC SAFETY.....	6,853.00	13,834.00 R	6,852.00 D	13,835.00	-----	13,835.00
78 TAX COLLECTORS FUND.....	-----	20,079.58 I 9,747,944.05 R	9,768,023.63 I ----- D	-----	9,747,960.77	9,747,960.77
82 LAW ENF OFF. STD. & ED....	3,113.00	4,425.00 R	2,048.00 D	5,490.00	-----	5,490.00
84 OPERATORS/CHAUFFEURS LIC..	-----	----- R	----- D	-----	-----	-----
96 JUVENILE PROBATION.....	16,795.26	21,508.71 I 33,723.00 R	38,328.82 I 33,698.15 D	-----	16,841.06	16,841.06
70 JUVENILE PROB. DIVERSION..	-----	----- R	----- D	-----	-----	-----
67 LEOSE MANAGEMENT INSTITUTION	-----	1,162.00 R	----- D	1,162.00	-----	1,162.00
55 FBC CENTRAL STORE.....	-----	6,347.23 R	3,733.61 D	2,613.62	-----	2,613.62
SUB-TOTALS 90-0044-5 ACCT.	1,412,911.33	63,350,966.27	63,611,213.03	1,152,664.57	23,380,006.96	24,532,671.53
50 PAYROLL FUND.....	229,966.84	785,917.72 I 5,746,358.54 R	793,571.35 I 5,324,059.71 D	644,612.04	161,474.82	806,086.86
FO FEES OF OFFICE.....	276,185.15	1,005,617.66 R	1,058,353.04 D	223,449.77	-----	223,149.77
40 EMPLOYEES BENEFIT.....	86,732.93	455,401.28 I 503,588.80 R	100,000.00 I 654,580.39 D	291,142.62	-----	291,142.62
SUB-TOTALS.....	2,005,796.25	71,847,850.27	71,541,777.52	2,311,869.00	23,541,481.78	25,853,350.78
TC TAX COLLECTOR '85.....	7,942.63	338.99 R	664.48 D	7,617.14	-----	7,617.14
HY HIGHWAY REGULAR '86.....	158.23	----- R	----- D	158.23	-----	158.23
HR HIGHWAY REFUND '86.....	2,493.49	4,741.88 R	5,970.35 D	1,265.02	-----	1,265.02
BR BEER & LIQUOR.....	12,906.10	23,080.97 R	24,263.71 D	11,723.36	-----	11,723.36
TX TAX '86.....	23,477.08	1,930.66 R	12,536.61 D	12,871.13	-----	12,871.13
HW HIGHWAY REGULAR '87.....	782,012.22	3,337,047.96 R	3,185,822.12 D	933,238.06	-----	933,238.06
TA TAX ASSESSOR '87.....	758,830.17	59,391,817.76 I 20,626,913.41 R	68,318,333.70 I 10,951,159.74 D	1,508,067.90	9,000,000.00	10,508,067.90
48 FIFTH STREET PROJECT.....	-----	----- R	----- D	-----	-----	-----
		R	D			
GRAND TOTALS.....	3,593,616.17	155,233,721.90	154,040,528.23	4,786,809.84	32,541,481.78	37,328,291.62

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 8th day of FEBRUARY A. D. 19 88.

Sworn to and Subscribed before me, by JODIE STAVINOHA, County Judge, and JOHNNIE PUSTKA and BEN DENHAM and ALTON PRESSLEY and BOB LUTTS County Commissioners of said Fort Band County, each respectively, on this, the 8th day FEBRUARY A. D. 19 88.

County Clerk

Jodie E. Stavinoha
COUNTY JUDGE, JODIE STAVINOHA

COMMISSIONER PCT. #1, JOHNNIE PUSTKA

COMMISSIONER PCT. #2, BEN DENHAM

COMMISSIONER PCT. #3, ALTON PRESSLEY

COMMISSIONER PCT. #4, BOB LUTTS

ASAS PER ORIGINAL

COUNTY TREASURER'S MONTHLY REPORT
FOR THE MONTH OF DECEMBER, 1987

	NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURSEMENTS	CD. FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING ITEMS	ENDING BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
	AVAILABLE FUNDS		ACTUAL/INVESTMENTS	ACTUAL/INVESTMENTS						
08	ROAD & BRIDGE.....	432,543.12	1,518,947.16I 109,319.05R	1,479,139.19I 581,014.56D	655.58	14,504.38		15,159.96	676,086.05	691,246.01
10	GENERAL FUND.....	652,766.46	4,070,457.38I 568,811.90R	2,717,112.00I 2,572,545.64D	2,378.10	341,283.16		343,661.26	3,104,681.65	3,448,342.91
98	INSURANCE ESCROW.....	152,018.82	----- R	152,000.00I ----- D	18.82	-----		18.82	-----	18.82
	SPECIAL REVENUES									
04	TEMP. EMERGENCY RELIEF PROG.	8.67	----- R	----- D	8.67	-----		8.67	-----	8.67
05	DISTRICT ATTORNEY'S URESA...	150.00	----- R	----- D	150.00	-----		150.00	-----	150.00
06	DISTRICT ATTORNEY'S BAD CHECK COLLECTION FEE.....	23,699.88	3,949.37R	26,613.14I 1,438.64D	(402.53)	543.00		140.47	26,613.14	26,753.61
07	ENTEX CONTRIBUTIONS.....	5.669.27	342.00R	249.02D	5,762.25	-----		5,762.25	-----	5,762.25
09	HOUSTON LIGHTING & POWER....	5,810.92	----- R	2,006.34D	3,804.58	-----		3,804.58	-----	3,804.58
12	AD VALOREM FUNDS (FM&LR)....	354,902.86	1,090,165.92I 58,042.05R	991,191.08I 511,497.22D	422.53	136,112.15		136,534.68	206,493.44	343,028.12
14	LATERAL ROAD ACCT.....	28,670.86	101,146.71I 60,194.61R	128,000.00I 115,172.45D	(53,160.27)	-----		(53,160.27)	128,000.00	74,839.73
16	COUNTY LAW LIBRARY.....	95,734.66	3,148.00R	93,000.00I 3,450.34D	2,432.32	2,378.75		4,811.07	93,000.00	97,811.07
18	LAW ENFORCEMENT ACADEMY.....	55,600.28	1,065.00R	50,000.00I 2,963.87D	3,701.41	1,383.34		5,084.75	50,000.00	55,084.75
24	LIBRARY BLDG. AVAIL.....	-----	----- R	----- D	-----	-----		-----	-----	CLOSED
28	AMBULANCE (PARAMEDICS).....	6,285.60	----- R	----- D	6,285.60	-----		6,285.60	-----	6,285.60
29	MARGINE PUSTKA MEMORIAL.....	-----	----- R	----- D	-----	-----		-----	-----	CLOSED
30	D.A. SUPPLEMENTAL SALARY....	302.25	3,397.02R	2,623.59D	1,075.68	-----		1,075.68	-----	1,075.68
31	MARY ELLEN GRILLO MEMORIAL..	1,190.12	----- R	170.00D	1,020.12	-----		1,020.12	-----	1,020.12
32	LIBRARY DONATIONS.....	14,413.93	30,858.04I 2,454.49R	45,185.86I 2,540.60D	-----	4.00		4.00	14,358.96	14,362.96
33	EMERGENCY FOOD & SHELTER....	-----	----- R	----- D	-----	-----		-----	-----	-----
36	MISSION WEST PARK PCT. 3....	2,321.65	106,585.93I ----- R	108,907.58I ----- D	-----	-----		-----	108,907.58	108,907.58

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						
			42,749.09I	34,721.90I						
41	MARJORIE BAILEY MEMORIAL....	(6,916.19)	----- R	1,111.00D	-----	-----		-----	17,371.49	17,371.49
42	NARCOTICS FUND.....	9,594.96	----- R	4,071.00D	5,523.96	4,071.00		9,594.96	-----	9,594.96
	.....	-----	60.00R	----- D	60.00	-----		60.00	-----	60.00
			83,100.87I	148,000.00I						
442	REVENUE SHARING EP#17.....	83,359.20	----- R	28,414.50D	(9,954.43)	4,511.62		(5,442.81)	65,000.00	59,557.19
46	PRIMARY ELECTIONS.....	-----	----- R	----- D	-----	-----		-----	-----	-----
47	D. W. I. VIDEO FEE FUND.....	7,196.05	627.00R	----- D	7,823.05	-----		7,823.05	-----	7,823.05
49	PROBATE/COURT TRAINING FUND.	973.47	111.00R	----- D	1,084.47	-----		1,084.47	-----	1,084.47
74	VOTER REGISTRATION.....	6,934.20	----- R	2,244.96D	4,689.24	125.20		4,814.44	-----	4,814.44
			15,798.33I	31,673.44I						
97	DISTRICT ADULT I. S. P.....	17,964.63	9,045.00R	11,134.52D	-----	-----		-----	167,888.27	167,888.27
			147,766.72I	252,717.98I						
99	DISTRICT ADULT PROBATION....	83,206.10	89,230.77R	67,485.61D	-----	165.55		165.55	105,105.89	105,271.44
	CAPITAL PROJECTS									
19	RABBS BAYOU FUND.....	2.72	----- R	----- D	2.72	-----		2.72	-----	2.72
20	UPPER OYSTER CREEK.....	26,207.14	----- R	----- D	26,207.14	-----		26,207.14	-----	26,207.14
21	CAPITAL IMPROVEMENTS.....	9,479.54	----- R	----- D	9,479.54	-----		9,479.54	-----	9,479.54
25	LOWER OYSTER CREEK.....	7,214.06	6,960.09R	11,894.05D	2,280.10	11,894.05		14,174.15	-----	14,174.15
				27,773.46I						
27	TARA ROAD FUND PCT. 1.....	20,773.46	----- R	----- D	(7,000.00)	-----		(7,000.00)	27,773.46	20,773.46
37	LAW ENFORCEMENT ACADEMY BLDG.	-----	----- R	----- D	-----	-----		-----	-----	CLOSED
			1,102,956.06I	681,627.50I						
38	COURTHOUSE ANNEX BLDG.....	5,817.73	----- R	427,146.29D	-----	600.00		600.00	5,226,627.50	5,227,227.50
39	GRAND MISSION CROSSING.....	144,223.67	----- R	----- D	144,223.67	-----		144,223.67	-----	144,223.67
43	BRIDGE IMPROVEMENT FUND.....	39,790.71	----- R	23,215.26I 16,575.45D	-----	4,238.85		4,238.85	23,215.26	27,454.11
45	PCT. 3 MAINTENANCE FACILITY.	5,860.92	----- R	895.50D	4,965.42	895.50		5,860.92	-----	5,860.92

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
	Continued		ACTUAL/INVESTMENTS	ACTUAL/INVESTMENTS						
53	PCT. 1 MAINTENANCE FACILITY.	-----	-----	-----	-----	-----		-----	-----	CLOSED
94	FBC DIST. DRY CREEK BRIDGE..	57,927.51	----- R	57,927.51I ----- D	-----	-----		-----	57,927.51	57,927.51
	INTERNAL SERVICE									
55	FBC CENTAL STORE.....	1,593.37	1,347.23R	326.98D	2,613.62	-----		2,613.62	-----	2.613.62
	DEBT SERVICE DEPARTMENT									
56	COURTHOUSE IMPROVEMENT CERT. OF OBLIGATION SINKING.....	2,524.30	9,207.87I 278.79R	12,001.18I ----- D	9.78	-----		9.78	12,001.18	12,010.96
58	FBC LIMITED TAX JAIL BLDG. BONDS SER. 1979 SINKING...	9,022.54	17,392.64I 887.11R	27,271.16I ----- D	31.13	-----		31.13	27,271.16	27,302.29
59	ANNEX CERT. OF OBLIGATION...	22,350.99	49,108.63I 2,407.89R	73,783.00I ----- D	84.51	-----		84.51	73,783.00	73,867.51
60	FBC UNLIMITED TAX ROAD BONDS SER. 62-66 SINKING FD.....	2,493.59	19,438.83I 681.78R	22,614.20I ----- D	-----	-----		-----	22,614.20	22,614.20
	DRAINAGE DISTRICT FUNDS									
34	DRAINAGE DISTRICT MAINTENANCE AVAILABLE FUND.....	199,737.68	2,851,480.24I 12,059.55R	2,416,207.94I 646,685.25D	384.28	329,863.01		330,247.29	3,380,485.39	3,710,732.68
	TRUST & AGENCY FUNDS									
65	ON-SITE WASTEWATER FEE.....	-----	220.00R	150.00D	70.00	150.00		220.00	-----	220.00
15	BAIL BOND SECURITIES FUND...	2,258.28	----- R	----- D	2,258.28	-----		2,258.28	-----	2,258.28
17	FICA RECOVERY FUND.....	4,312.67	----- R	----- D	4,312.67	-----		4,312.67	-----	4,312.67
52	COMPENSATION TO VICTIMS OF CRIME FUND.....	19,222.50	5,452.00R	----- D	24,674.50	-----		24,674.50	-----	24,674.50
54	APPELLATE JUDICIAL SYSTEM...	39,005.00	1,485.00R	----- D	40,490.00	-----		40,490.00	-----	40,490.00
66	JUDICIAL/COURT TRAINING.....	3,246.50	1,175.00R	----- D	4,421.50	-----		4,421.50	-----	4,421.50
68	CRIMINAL JUSTICE PLANNING...	25,240.00	6,921.00R	----- D	32,161.00	-----		32,161.00	-----	32,161.00
72	DEPT OF PUBLIC SAFETY FD....	9,201.50	4,633.50R	----- D	13,835.00	-----		13,835.00	-----	13,835.00
78	FBC TAX COLLECTORS FUND.....	17,265.27	20,079.58I 5,550,366.26R	5,587,711.11I ----- D	-----	-----		-----	9,747,960.77	9,747,960.77
82	LAW ENFORCEMENT OFFICER'S STANDARDS & EDUCATION FD..	4,313.00	1,177.00R	----- D	5,490.00	-----		5,490.00	-----	5,490.00
84	OPERATORS/CHAUFFEURS LICENSE	-----	----- R	----- D	-----	-----		-----	-----	-----
96	FBC JUVENILE PROBATION.....	20,034.90	11,497.33I 11,241.00R	28,328.82I 14,444.41D	-----	-----		-----	16,841.06	16,841.06
70	JUVENILE PROB..DIVERSION....	-----	----- R	----- D	-----	-----		-----	-----	-----
67	LEOSE MANAGEMENT INSTITUTION	665.00	497.00R	----- D	1,162.00	-----		1,162.00	-----	1,162.00
61	FLOOD CONTROL/WATER SUPPLY..	-----	4,405.00R	----- D	4,405.00	-----		4,405.00	-----	4,405.00
	SUB TOTALS----------	2,734,186.32	17,810,729.79	20,244,975.10	299,941.01	852,723.56		1,152,664.57	23,380,006.96	24,532,671.53

AS PER ORIGINAL

01780

	NAME OF FUND	BEGINNING COUNTY FUND BALANCE	RECEIPTS	DISBURSEMENTS	CO. FUND BALANCE	OUTSTANDING WARRANTS	RECONCILING ITEMS	ENDING BALANCE	OUTSTANDING INVESTMENT	TOTAL BALANCE
	TRUST & AGENCY FUNDS Continued		ACTUAL/INVESTMENTS	ACTUAL/INVESTMENTS						
50	FBC PAYROLL- 90-0029-1.....	162,109.72	162,231.61I 2,476,727.88R	323,571.35I 2,475,106.83D	2,391.03	642,221.01		644,612.04	161,474,82	806,086.86
FO	FEE OFFICER'S- 90-0099-2....	205,421.25	312,287.32R	321,857.12D	195,851.45	27,598.32		223,449.77	-----	223,449.77
40	EMPLOYEES BENEFIT-90-0179-4.	173,749.64	278,325.84R	198,684.45D	253,391.03	37,751.59		291,142.62	-----	291,142.62
	SUB-TOTALS----------	3,275,466.93	21,040,302.44	23,564,194.85	751,574.52	1,560,294.48		2,311,869.00	23,541,481.78	25,853,350.78
TC	TAX COLLECTOR '85-90-0172-7.	-----	----- R	----- D	-----	7,617.14		7,617.14	-----	7,617.14
HY	HWY REGULAR '86---90-0174-3.	158.23	----- R	----- D	158.23	-----		158.23	-----	158.23
HR	HWY REFUND '86----90-0175-1.	-----	1,131.25R	1,097.20D	34.05	1,230.97		1,265.02	-----	1,265.02
BR	BEER & LIQUOR 86--90-0177-8.	14,994.67	7,298.69R	10,660.00D	11,633.36	90.00		11,723.36	-----	11,723.36
TX	TAX '86----------90-0180-4.	3,723.84	1,169.30R	1,122.14D	3,771.00	9,100.13		12,871.13	-----	12,871.13
HW	HWY REGULAR '87---90-0182-4.	448,851.37	1,176,852.12R	1,099,126.93D	526,576.56	406,661.50		933,238.06	-----	933,238.06
TA	TAX ASSESSOR '87--90-0185-9.	5,485,131.33	33,056,841.01I 5,725,980.74R	37,000,000.00I 5,786,283.06D	1,481,670.02	26,397.88		1,508,067.90	9,000,000.00	10,508,067.90
48	5TH ST. COMM DEV.-90-0187-5.	-----	----- R	----- D	-----	-----		-----	-----	-----
	TOTALS----------	9,228,326.37	61,009,575.55	67,462,484.18	2,775,417.74	2,011,392.10		4,786,809.84	32,541,481.78	37,328,291.62

OUTSTANDING INVESTMENTS

FORT BEND COUNTY TREASURER'S OFFICE

AS OF DECEMBER, 31, 1987

PURCHASE DATE	MATURITY DATE	PRINCIPLE	RATE	BANK
06FBC D. A. Bad Ck Coll Fund:				
12-23-87	01-07-88	26,613.14	7.21%	1st City Nat'l
		Total	26,613.14	
08 Road & Bridge Fund:				
12-03-87	01-14-88	100,000.00	7.20%	Tex.Cap.West.
12-11-87	01-14-88	210,000.00	8.033%	M. L.
12-31-87	01-07-88	366,086.05	6.08%	M. L.
		Total	676,086.05	
10 General Fund:				
12-03-87	01-14-88	530,000.00	7.20%	Tex.Cap.West.
12-11-87	01-14-88	150,000.00	8.063%	M. L.
11-19-87	01-14-88	1,100,000.00	6.80%	Tex.Cap.B. W.
11-19-87	01-28-88	600,000.00	6.80%	Tex.Cap.B.W.
12-23-87	01-07-88	371,371.42	7.21%	1st City Nal'
12-31-87	01-07-88	353,310.23	6.08%	M. L.
		Total	3,104,681.65	
12 Farm to Market & Lateral Roads:				
12-11-87	01-14-88	130,000.00	8.033%	M. L.
12-31-87	01-07-88	76,493.44	6.08%	M. L.
		Total	206,493.44	
14 FBC Lateral Road Acct:				
12-03-87	01-14-88	128,000.00	7.20%	Tex.Cap.W.
		Total	128,000.00	
16 FBC Law Library:				
12-03-87	01-14-88	93,000.00	7.20%	T. C. -W.
		93,000.00		
18 FBC Law Enforc.Academy:				
12-03-87	01-14-88	50,000.00	7.20%	Tex.Cap-W
		total	50,000.00	
27 FBC Tara Road Pct #1:				
12-23-87	01-21-88	27,773.46	7.31%	Tex.Cap-R.
		Total	27,773.46	

PURCHASE DATE	MATURITY DATE	PRINCIPLE	RATE	BANK
32 FBC Library Donation Acct"				
12-31-87	01-07-88	14,358.96	6.08%	M. L.
		Total	14,358.96	
34 FBC Drainage District Main. Avail.:				
12-03-87	01-14-88	375,000.00	7.20%	T. C.-W.
11-19-87	01-14-88	500,000.00	6.80%	T. C.-W. W.
11-19-87	01-28-88	500,000.00	6.80%	Tex.Cap.Richmond
11-19-87	02-11-88	400,000.00	6.90%	Tex.Cap.Richmond
12-11-87	01-14-88	250,000.00	8.033%	M. L.
12-23-87	01-07-88	701,553.46	7.21%	1st City Nat'l
12-31-87	01-07-88	146,350.26	6.08%	M. L.
12-23-87	01-21-88	507,581.67	7.31%	Tex.Cap.R.
		Total	3,380,485.39	
36 FBC Mission West Park Fund Pct #3:				
12-23-87	01-07-88	108,907.58	7.21%	1st City Nat'l Bank
		Total	108,907.58	
38 FBC C/H Annex Bldg Fd.S.'86:				
10-08-87	03-31-88	2,000,000.00	7.55%	M. L.
10-08-87	01-28-88	1,845,000.00	7.39%	M. L.
11-19-87	02-11-88	700,000.00	6.90%	Tex.Cap.R.
12-03-87	04-28-87	605,000.00	7.20%	Tex.Cap.R
12-31-87	01-07-88	76,627.50	6.08%	M. L.
		Total	5,226,627.50	
41 FBC Marjorie Bailey Mem.Fund:				
12-31-87	01-07-88	17,371.49	6.08%	M. L.
		Total	17,371.49	
43 FBC Bridge Improv. Fd.:				
131-87	01-07-88	23,215.26	6.08	M. L.
		Total	23,215.26	
44-27- Rev.Shar.EP#17:				
12-11-87	01-14-88	65,000.00	8.033%	M. L.
	Total	65,000.00		
50 FBC Payroll Fund:				
12-23-87	01-07-88	161,474.82	7.21%	1st City Nat'l
		Total	161,474.82	

Pg#3 Outstanding Investments

PURCHASE DATE	MATURITY DATE	PRINCIPLE	RATE	BANK
56 FBC C/H Improv.Cert. Of Obli. S.:				
12-23-87	01-21-88	2,725.21	7.31%	T.C.-Richmond
12-31-87	01-07-88	9,275.97	6.08%	M. L.
		Total	12,001.18	
58 FBC Limited Tax Jail Bds. S.'79 S.:				
12-23-87	01-21-88	9,661.82	7.31%	T. C. -Richmond
12-31-87	01-07-88	17,609.34	6.08%	M. L.
		Total	27,271.16	
59 FBC C/H Annex Cert. Of Obli.S'87:				
12-23-87	01-21-88	24,086.19	7.31%	Tex. Cap.-R
12-31-87	01-07-88	49,696.81	6.08%	M. L.
		Total	73,783.00	
60 FBC Unltd. Tax Bds.62-66 Sink. Fd:				
12-23-87	01-21-88	3,171.65	7.31%	Tex.Cap.R.
12-31-87	01-07-88	19,442.55	6.08%	M. L.
		Total	22,614.20	
78 FBC Tax Collector's Fund:				
11-20-87	01-15-88	4,180,312.52	6.84%	M. L.
12-07-87	01-08-88	2,468,176.04	7.75%	M. L.
12-23-87	01-07-88	20,079.58	7.21%	1st City Nat'l
12-31-87	01-07-88	24,666.67	6.08%	M. L.
12-11-87	01-14-88	1,376,791.09	8.03%	M. L.
12-18-87	01-15-88	1,677,934.87	7.223%	M. L.
		Total	9,747,960.77	
94 FBC Drainage Dist Dry Creek Bridge Acct:				
12-31-87	01-07-88	57,927.51	6.08%	M. L.
		Total	57,927.51	
96 FBC Juvenile Probation Dept:				
12-31-87	01-07-88	16,841.06	6.08%	M. L.
		Total	16,841.06	
97 FBC Adult Probation ISP:				
12-31-87	01-07-88	15,888.27	6.08%	M. L.
		Total	15,888.27	

AS PER ORIGINAL 01784

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Pg #4 Outstanding Investments:

PURCHASE DATE	MATURITY DATE	PRINCIPLE	RATE	BANK
98 FBC Insurance Escrow Acct:				
12-31-87	01-14-88	152,000.00	7.20%	Tex. Cap.R.
		Total	152,000.00	
99 FBC District Adult Probation Dept:				
12-31-87	01-14-88	60,000.00	8.033%	M. L.
12-31-87	01-07-88	45,105.89	6.08%	M. L.
		Total	105,105.89	

AS PER ORIGINAL

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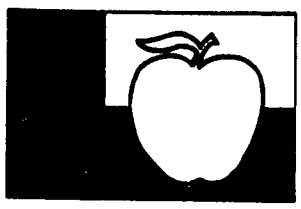
Recapitulation

06 FBC D. A. Bad Ck Coll Fd.	26,613.14
08 FBC Road & Bridge Fund	676,086.05
10 FBC General Fund	3,104,681.65
12 FBC Farm to Market & Lateral Roads	206,493.44
14 FBC Lateral Road	128,000.00
16 FBC Law Library	93,000.00
18 FBC Law Enforcement Academy	50,000.00
27 FBC Tara Road Pct #1	27,773.46
32 FBC Library Donation Acct.	14,358.96
34 FBC Drainage District Main. Avail. Fund	3,380,485.39
36 FBC Mission West Park Pct #3	108,907.58
38 FBC C/H Annex Bldg Fund S.'86	5,226,627.50
41 FBC Marjorie Bailey Mem. Fund	17,371.49
43 FBC Bridge Improvement Fund	23,215.26
44-28 FBC Rev/Sharing EP#17	65,000.00
50 FBC Payroll Fund	161,474.82
56 FBC C/H Improv. Cert. of Obli. S.	12,001.18
58 FBC Ltd. Tax Jail Bds. S'79 S.	27,271.16
59 FBC C/H Annex C. of Obli.S'87	73,783.00
60 FBC Unltd. Tax Road Bds. 62-68 S.	22,614.20
78 FBC Tax Collector's Fund	9,747,960.77
94 FBC Drainage District Dry Creek Acct	57,927.51
96 FBC Juvenile Probation Dept	16,841.06
97 FBC Adult Probation ISP	15,888.27
98 FBC Insurance Escrow Acct	152,000.00
99 FBC District Adult Probation Dept	105,105.89
Grand total	23,541,481.78



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A REPORT FROM THE COMMUNITY

AN ASSESSMENT OF MENTAL HEALTH NEEDS IN FORT BEND COUNTY

January 1988

Mental Health Committee

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A Report from the Community

Executive Summary

In June of 1987, Fort Bend County Commissioners unanimously approved funding a mental health needs assessment to be directed by the Fort Bend County Health Council. Volunteers from the community, reflecting the county's diversity but not necessarily experts in mental health, were recruited in August. The enthusiasm of those contacted and their willingness to serve on a short-term, intense research project was remarkable. A public reception to begin the study, and training and orientation of volunteers took place in September; identification and validation of needs occurred in October and November; and consensus on priorities was achieved in December. A Report from the Community presents the findings and recommendations of four Task Forces examining the mental health needs of adults, children and adolescents, the chronic mentally ill and the chemically dependent in Fort Bend County.

Although all Task Forces conducted their studies independently and were concerned with different target populations, some concerns emerged that were common to all groups. Most basic among these is the need for improved collection and dissemination of information on mental health needs and resources.

Volunteers had difficulty obtaining accurate data on incidence rates and client counts; not one of the Task Forces felt they had obtained a comprehensive picture of who the people in need are and of the services and resources available to serve them.

There are numerous concerns related to dissemination of information, public awareness and education. "Early warning signs," such as radical behavior changes or loss of interest in work or school, are known to be associated with underlying problems; if ignored, these problems only worsen. Parents, educators, employers and the community should learn how to recognize and how to respond to persons in distress. Mental distress of all types is a part of life: how a grieving widower, a despondent teen, a victim of abuse or an adult whose parents were alcoholics are helped to deal with their situation is vital to the health of the community-at-large.

A comprehensive, centralized, up-to-date information bank is needed to collect and disseminate mental health information on an ongoing basis. This is also essential for funds allocation and acquisition, to facilitate future prevention and intervention activities, and to evaluate progress.

Another concern of all Task Forces is the need for early intervention and crisis care. As with the need for an information bank, volunteers concluded that provision of these services would have tremendous impact in terms of prevention of further pain and cost to the individuals, their families and the community. Early intervention with children could reduce immediate problems such as delinquency, chemical dependency and even suicide. The success rate for adults in the early stages of chemical dependency is much greater (and the cost much less) than with adults in later stages. Short-term crisis care for the mentally ill, for victims of abuse and their children, for the chemically dependent, and for people unable to cope whatever the cause should be available locally. As with many physical health problems, early detection and treatment improves chances for recovery and reduces the cost to individuals, families and the community.

Finally, two words that recur in the needs statements from all Task Forces are "affordable" and "accessible." The full range of prevention and treatment efforts should reach the indigent, the "newly poor," those without adequate insurance, and those whose third-party coverage and personal financial resources are depleted. Information, referral, treatment and follow-up support should be available across the county to rural and urban residents and to the non-English speaking. Individuals in stress or crisis and those who are concerned about them should know who to call when they need help (often not during regular business hours). Undoubtedly, many crises could be more expeditiously resolved if people knew that help is available and how to access it.

The number of needs identified as serious enough to warrant consideration in the final prioritization process ranged from eleven for one Task Force to twenty-six for another. The five top needs for each target population are summarized below.

Task Force on Adults

1. To increase public awareness of existing resources in Fort Bend and to make the public aware of ways to access these services.

2. To provide support services for adults in severely stressful situations (e.g., individuals at risk of suicide, devastated by death or divorce, coping with severe or terminal illness, reacting to substantial economic loss, victimized by domestic violence or abuse, impaired by problems related to aging or disability).

3. To increase public awareness of AIDS-related problems and the impact of AIDS on our community.

4. To provide psychiatric care for the elderly with mental health problems.

5. To provide local emergency inpatient psychiatric care for persons without adequate insurance and for the indigent.

Task Force on Children and Adolescents

1. To provide immediate referral and intervention services for acutely depressed/suicidal adolescents.

2. To promote good parenting skills through community-wide educational programs.

3. To reduce the number of unwanted teen pregnancies.

4. To provide a broarder range of options for students with special education needs.

5. To provide an accessible, one-step referral source for social services in Fort Bend, and to offer affordable services to families.

Task Force on the Chronic Mentally Ill

1. To establish a Mental Health Authority to to coordinate efforts of service providers, generate funding, provide casemanagement, monitor services, help clients access services and advocate on behalf of Fort Bend needs.

2. To develop and provide a full continuum of care to include a 24-hour crisis center, a toll-free hotline with bilingual staff, a centralized referral system, casemanagement and planning and an array of support services (transportation, respite care, etc.).

3. To offer more affordable services, including lowering the sliding fee scales and offering more services at no cost.

4. To improve public awareness of mental health and illness; characteristics, consequences, programs.

5. To improve coordination among various agencies, especially concerning commitment proceedings.

Task Force on Chemical Dependency

1. To provide affordable long-range care for individuals who need extended treatment for chemical dependency.

2. To improve and expand preventive efforts for children including controlling availability of and access to drugs and alcohol, and educational programs for all children.

3. To provide easily accessed information and resources for those indirectly affected by chemical abuse and dependency.

4. To provide positive environments and support groups for the recovering chemically dependent.

5. To find ways to encourage individuals who are depe@ndent to seek treatment, including development of Employee Assistance Programs.

METHODOLOGY

"Needs assessment" is a planning approach that, using a variety of research methods, has as its goal the identification of "unmet needs" in a community and/or within a defined target population. Resources for meeting needs are always limited; assessments provide information to help guide the allocation of scarce resources.

The mental health needs assessment conducted by the Fort Bend County Health Council had two goals:

> To define an initial list of prioritized mental health needs for each of four target populations, and in so doing,
> To foster among those involved in the study an awareness of and commitment to improved mental health of our residents.

To achieve these goals, a model developed and piloted by the Mental Health Association in Texas was used, with some adaptations to fit our particular timeframe and resources. Funded jointly by the Fort Bend County Commissioner Court and the Health Council in June 1987, selection of a Project Director occurred in July, volunteer recruitment took place in August, Task Forces began their work in September and concluded priortizing in December, and A Report from the Community was written in January 1988.

This section of the report summarizes key roles and responsibilities in the project, and the methodology used.

KEY PARTICIPANTS

Executive Committee of the Fort Bend County Health Council

Received funding from County Commissioners ($9,000) to supplement Health Council funds ($1,000) for the project. Approved project design; hired part-time consultant; provided feedback and support; reported regularly to the Commissioners and Council; and received final report.

Mental Health Committee of the Health Council

Recommended to Health Council that needs assessment be undertaken (March 1987, as an ad hoc Task Force later to become Committee) and designed the project. Recruited and recommended consultant to serve as Project Director; guided and supported all phases of project; informed Health Council and public of progress; received final report and made recommendation for ensuing activities to Health Council.

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Project Director

Responsible for overall project management including design modifica- tions, volunteer recruitment, project implementation and compilation of final report.

Task Force Co-chairs

An adaptation of the model, the decision was made to have two rather than one Task Force co-chairs; a number of benefits were anticipated and occurred. Co-chairs were chosen for their strong commitment to the task, their decision-making and "people" orientation, and their objectivity regarding their particular target population. Responsibilities included preliminary review of the methodology and input into adaptations; assisting in recruitment of their Task Forces; attendance at a training workshop and at co-chairs' meetings; training and facilitating their Task Forces throughout the project; and compiling and writing results. Busy and involved people all, the co-chairs did outstanding jobs leading their volunteers to successful completion.

Task Force Members

Four Task Forces comprised of up to twelve members worked to uncover the mental health needs of adults, children and adolescents, the chronic mentally ill, and the chemically dependent. Most members of each Task Force were not mental health professionals but were concerned citizens representing the diversity of the county. Task Force members were responsible for attending six meetings over a three to four month period, as well as, additional activities such as identifying needs and surveying key informants. Many volunteers performed these tasks and took on additional ones; they were essential to attainment of project goals.

Key Informants

In addition to the Task Force members, over one hundred Fort Bend residents were involved in the project as key informants: mental health professionals, law enforcement personnel, elected officials, educators, clergy, clients and their families. Most gave their input by completing a mail-out survey asking for their review and prioritization of needs; others provided verification and information by telephone; others made personal appearances at Task Force meetings. Information and judgments of the key informants comprise the primary data source for the study.

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From funders to clients, willingness to be involved in the needs assessment was remarkable and itself a reflection of the interest in improved mental health in the county. The title of this presentation of findings and conclusions, A Report from the Community, is therefore appropriate.

STEPS IN THE PROCESS

Recruitment

As the model chosen for the project is volunteer-intense, selection of Task Force members was critical. A form was developed and circulated to Mental Health Committee and Health Council members, and other interested people, to solicit names of individuals to be asked to participate. The initial list of people were contacted by telephone, asked to serve and asked for additional names. After the first telephone polling, potential participants were tentatively assigned to four groups: co-chairs, Task Force members, key informants, and people to keep informed of progress and findings. We were in the enviable position of having more people willing to serve on Task Forces than slots available, as rosters were limited to a dozen members.

In a modification of the model, the decision was made to gain the commitment of co-chairs first and involve them in the final recruitment of Task Force members. This was done and co-chairs were able to make personal contacts with their panels prior to project start-up. All persons initially recruited were invited to attend a "kick-off" reception in September; Task Force members were asked to attend orientation a week later.

Reception, Training and Orientation

The Mental Health Committee of the Health Council hosted a public reception to begin the project. Attendance was excellent; Mr. Hal Haralson of Austin delivered an enlightening address; Task Force members had a chance to meet informally; additional people signed up to participate in the project; support and enthusiasm escalated. A similar reception, with a larger invitation list of interested persons, will occur two weeks after this report is printed.

Prior to the reception, co-chairs received and studied their project manuals, attended a "get acquainted" luncheon and participated in a half day of training. At the luncheon, co-chairs decided to hold regular "status" meetings among themselves; problems and concerns could be brought up and insight from their colleagues obtained. These preliminary activities were found valuable to understanding goals and how to achieve them, and building cohesion and support for the challenging tasks ahead.

All Task Forces met together for an orientation and initial Task force meeting. After introductions and an overview by the Project Director, Task Forces divided into their respective groups. Information folders were distributed, and many co-chairs prepared additional material relevant to their specific target population. Goals of this first meeting were to review the process, set individual Task Force work programs, and practice "solution-free" stating of needs.

Identification of Needs

Volunteers were asked to bring initial lists of mental health needs to the second meetings. Needs were presented to the group and recorded, without discussion, for members' consideration. Discussion and "brainstorming" followed the initial listing; additional needs were identified, some were collapsed or combined or reworded; and consensus was reached on a set of needs to be presented to key informants.

Validation of Needs

Each Task Force member was asked to identify three or more people in the community who were knowledgeable about the target population and associated mental health needs. Persons identified during the earlier recruitment process were referred to appropriate Task Forces. The preliminary needs lists of each Task Force, along with a ranking form, were mailed to all key informants. Some responded by mailing in the completed surveys; most informants were contacted by telephone or in person by Task Force volunteers. Results of the surveys were tallied and comments summarized for the Task Forces. All Task Forces invited a number of speakers to address their groups as well. Informants' input was studied and discussed by volunteers; needs were modified, added and deleted accordingly.

Information Gathering

Task Forces took varying approaches to gathering statistical and descriptive data on incidence rates, client profiles, availability of and participation rates in programs, and the impact of problems on individuals and the community. Some Task Forces assigned a subset of needs to be researched by each member, while others asked two or three volunteers to research all needs.

Collection of data on mental health needs and resources in Fort Bend was the least successful project effort; a number of factors probably contributed. Timing was definitely a problem: the few weeks allotted to this task fell during the winter holidays. Some contacts were attempted early in the project; why the volunteers were unable to receive responses is unknown. Primary data as described above, for the county

as a whole, is apparently nonexistent for many mental health needs. While some agencies had some information, similar agencies in other parts of the county did not. No one knows how many unsuccessfull suicide attempts are made; how many chemically dependent teens and adults there are; how many individuals and families in stress and crisis. Concerned about the lack of data to support their findings, volunteers contacted professionals for their thoughts and agreement or disagree- ment on priorities. Concurrence was given almost without exception; often, the professionals (and clients) felt the "unmet need" was even greater than indicated in this report.

Prioritization

Consensus was reached on prioritized needs at final Task Force meetings. Each member individually ranked the needs, some groups doing so prior to the final meeting and some at the beginning of the last meeting. Results were combined, generating initial prioritized lists. Discussion of reasons for ranking ensued; most Task Forces limited further prioritization to the top half of the needs. Some needs were restated, combined or refined at this point, and a final ranking took place. In all cases, the needs as prioritized in this report represent the consensus of the Task force members.

Reporting

The prioritized needs, the key informants' input and other information available to the Task Forces provided the material for this report. One of the co-chairs compiled and wrote the section of the report presenting the findings of the Task Force. The Project Director wrote the other sections and edited the final report. It is hoped and anticipated that both the process itself and the recommendations that resulted will contribute to increased attention to mental health needs in Fort Bend.

01797

REPORT OF THE TASK FORCE ON MENTAL HEALTH NEEDS OF ADULTS IN FORT BEND COUNTY

Developing and prioritizing mental health needs of adults in Fort Bend County was a challenging task. This was due in part to the wide age range involved, a span of some 65 years or more; to the diverse nature of the population - scattered on the more rural west side and the more suburban east; and to the scarcity of good data on the extent of needs.

In 1987, two-thirds of the population in Fort Bend County were adults eighteen years-of-age or older. The age cohort showing the greatest increase in percentage of the total population was those 45 years and older, from 18.6% of the total population in 1980 to an estimated 20.4 % in 1987 and a projected 23% in 1991. The young are declining in percent of population, middle-aged and older adults are increasing.

As a county, even in the throes of economic recovery, we enjoy a predominantly middle to upper-middle income status, with an estimated median household income of $36,930 in 1987. Yet there is a significant indigent population, and the "newly poor" population increased during the recent ecomomic downturn.

We made a special commitment to ensure that mental health needs of those at highest risk, our indigent and elderly, were given adequate consideration in the face of these demographics and contrasts. While consolidating needs into final form, we often heard a plea for affordability in order to provide a safety net for our largest group, middle income adults whose financial and insurance limits put them in danger of "falling through the cracks" of the mental health care system.

Our main goal in prioritizing was to present the most universal needs for the greatest number of people, with prevention of increased incidence of need in mind.

TOP SIX NEEDS AS PRIORITIZED BY THE TASK FORCE

1. To increase public awareness of existing resources in Fort Bend and to make the public aware of ways to access these services.

   The Fort Bend County Health Council, under whose auspices our study was conducted, and the Texas Gulf Coast United Way in Stafford have joined in a cooperative effort to produce a Community Resources Directory which will provide badly-needed information on private, non-profit and community resources located within the county. The newly revised directory when released, and any other

compilations of resource information should be make more accessible to the public at large and to those to whom people traditionally turn for help, i.e., the clergy, physicians, etc.

Another valuable resource, and one more likely to be used by the general public, would be one central telephone information and referral service. Little-known services such a "Community Care for the Aged and Disabled" and "Protective Services for the Adult and Elderly" are offered by the Texas Department of Human Services, but would be better used if better known. One of their representatives reports that a much larger percentage of people are eligible than are using these services. Free psychiatric assessments available at Orchard Creek Hospital in Richmond, and perhaps by other private providers, are also reported to be under-used.

Although there are fine resources in existence, some largely staffed and supported by volunteers, media attention is often focused on private facilities with sufficient resources to advertise. An educational campaign, directed at the whole community, designed not only to inform but to de-stigmatize the use of services, is in order. A current trend to bring mental health issues "out of the closet" should be utilized here to the fullest.

2. <u>To provide support services for adults in severely stressful situation (e.g., individuals at risk of suicide, devastated by death or divorce, coping with severe or terminal illness, reacting to substantial economic loss, victimized by domestic violence or abuse, impaired by problems related to aging or disability).</u>

Hard statistics for the incidence rate of these situations were impossible to obtain. Our own panelists in the mental health field and those ministering to the community confirm that many individuals and families face all of these situations. Our information-gathering efforts led to a group concensus that a dire need exists for additional support to those in distress.

There are supportive "hotlines" now, but they are not widely known of, and could be extended to become 24-hour crisis and suicide prevention lines staffed by trained personnel. Evaluation, referral and follow-up support should be offered.

Support should also include affordable, quality counseling, suggested to be in the $5 to $15 range per visit, in an attempt to eliminate added problems in the future by dealing with these situations as they occur. The issue of affordable, quality counseling was of primary concern to almost every participant in our survey.

Outreach efforts such as that of the Family Service Center in Stafford and a proposed center at the Advent Episcopal Church, for example, should be widely publicized with special attempts to reach those who may not avail themselves of help due to ignorance, language barriers or fear of social stigma.

3. To increase public awareness of AIDS-related problems and the impact of AIDS on our community.

At the time of our final prioritization of needs, twenty-nine (29) confirmed cases of AIDS were reported in Fort Bend County with nine (9) suspected cases. These figures, however, are the tip of a frightening iceberg, which has the potential to create devastating consequences upon the psychic well-being of this community.

Several instances of death due to AIDS in the county were discovered to have been concealed under the guise of other problems, until after burial of the victim. This posed enormous stress for those who had offered solace to these people with no idea of the implications of such contact.

As a Task Force, we encountered a pattern of denial among individuals with influence and the capacity to implement effective educational and preventive measures in this regard. Several key informants responded that "it is not a mental health problem." Organic brain damage is, however, a symptom of AIDS; the psychosocial trauma which this disease inflicts upon those socially and professionally linked with its victims is considerable; and the psychological impact on today's sexually active population and our children growing into adulthood is profound.

Houston Standard Metropolitan Statistical Area (SMSA) has the fourth largest incidence of AIDS in the United States. Surgeon General C. Everett Koop has stated that AIDS will plague our nation into the 21st century, and that it is an issue that needs to be addressed. We agree that it is a need which we must address.

4. To provide psychiatric care for the elderly with mental health problems.

There is a resounding note of support for listing this need in our research process. Although Fort Bend County statistics now reflect a low percentage of elderly at home, we are mobile people. Of the 87,311 members in our work force, 47,611, 55%, commute to jobs outside the county.

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Many of our citizens with aged family members unable to care for themselves have to resort to custodial arrangements. Many of these individuals do not need medical or nursing care. Psychiatric care and psycholo- gical support, however, are not readily available to them on an out-patient or an in-patient basis in nursing homes.

Psychiatric problems of the elderly go undiagnosed for a variety of reasons. Depression is often mistaken for senility. Family members have difficulty confronting the dual trauma of institutionalizing loved ones and recognizing that mental health problems extend beyond the expected reduction in functioning which comes with the aging process. Mental health services are not sought as rapidly as they would be for a younger person exhibiting similar symptoms.

The Statistical Handbook on Aging Americans states that 10% of nursing home patients have clinically diagnosed depression; 16% have a primary diagnosis of mental disorder or senility and 25% have chronic mental conditions of senility. Despite these staggering figures, only 1% of the Medicare dollar goes to nursing homes. Mental health services to these individuals is greatly reduced after age 65.

Apathy on the part of the general public regarding the mental well-being of the elderly shadows the prognosis and a successful solution to this problem.

5. To provide local emergency inpatient psychiatric care for persons without adequate insurance and for the indigent.

There is no short-term crisis care center for the mentally ill who depend on public services in Fort Bend County. County Court-at-Law Judge Thomas Culver informed our group that a mental health warrant is only effective for twenty-four (24) hours, too short a time given the limited availability of trained law inforcement deputies and the inaccessibility of emergency evaluation services. Persons without medical insurance cannot be taken to a private facility, except in instances where the state contracts to use a limited number of private beds. This situation has led to many instances in which an ill person has had to be driven to Austin State Hospital, for lack of a local holding facility, then immediately returned here due to various procedural or assessment problems. This wastes the time of trained personnel and is costly to the community.

At this time $600,000 annually is being spent on the indigent mentally ill in the county. Allocation of some of these funds for emergency psychiatric treatment at

local facilities might prevent many from having to seek long-term care at a state hospital. Furthermore, services currently provided by the Austin State Hospital Outreach Clinic need to be provided as part of a full-service treatment center.

6. <u>To provide material and emotional support (respite care) for adult care-givers responsible for home-bound dependents, i.e., multi-handicapped children, elderly with Alzheimer's Disease, etc.</u>

Known as the "sandwich generation," these adult care-givers, whose numbers are increasing, bear the dual burden of caring for and supporting their own children, along with caring for older family members. These people do without the calm interval normally anticipated after children leave home. They need relief on a regular basis, some need rehabilitation themselves, and opportunities for "re-creation."

Short-term nursing home care is increasingly available, but does strain financial resources. Home-maker services are offered by at least four agencies, but full use of these services is not really being made, possibly due to a lack of knowledge of their existence. Our source with TDHS reports that some 500 county households in need of such services have income too high to be eligible for their particular service, and are doing without.

Task Force on Adult Mental Health

Identified Needs

1. To increase public awareness of existing resources in Fort Bend and to make the public aware of ways to access these services.

2. To provide support services for adults in severely stressful situations (e.g., individuals at risk of suicide, devastated by death or divorce, coping with severe or terminal illness, reacting to substantial economic loss, victimized by domestic violence or abuse, impaired by problems related to aging or disability).

3. To increase public awareness of AIDS-related problems and the impact of AIDS on our community.

4. To provide psychiatric care for the elderly with mental health problems.

5. To provide local emergency inpatient psychiatric care for persons without adequate insurance and for the indigent.

6. To provide material and emotional support (respite care) for adult care-givers responsible for home-bound dependents, i.e., multi-handicapped children, elderly with Alzheimer's Disease, etc.

7. To provide affordable, secure housing for victims of domestic abuse, and for families and individuals in crisis.

8. To expand transportation to mental health services.

9. To develop more effective screening processes for mental health services.

10. To monitor and regulate guardianship appointments of adults.

11. To provide temporary housing for families, especially youth, in crisis.

12. To provide more accessible, more extensive parenting skills training.

13. To provide short-term temporary relief for adults responsible for the care of home-bound dependents.

14. To provide affordable, efficient homemaking services.

15. To provide affordable, quality counseling.

16. To reduce the incidence of domestic vollence by targeting the needs of abusers.

17. To segregate mentally ill prisoners in the county jail from others.

18. To reduce ethnic and cultural barriers.

19. To help the institutionalized elderly with mental health problems.

20. To provide professional help for institutionalized elderly with mental health problems.

21. To recognize and deal with the effects of physiological changes associated with aging on the mental health of adults.

Task Force on Adult Mental Health

Key Informants

The task force is grateful to these community leaders for their participation in the needs assessment.

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Task Force on Adult Mental Health

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REPORT OF THE TASK FORCE ON CHILDREN AND ADOLESCENTS

According to the U.S. Census Bureau, Texas is the fifth fastest growing state, and Fort Bend the 19th fastest growing county, in the nation. Fort Bend is a county composed of middle to upper-middle income residents, particularly applicable to the eastern portion of the county, and lower socio-economic profiles in the west.

Donnelly Demographics (1987) estimates the population of Fort Bend in 1987 at 195,742. Twelve percent of the population are 0-5 years; 15% are 6-13 years and 7% are 14-17 years old. The percent of the population under eighteen years is expected to decrease slightly by 1991.

In 1987, one-third of the population of Fort Bend is under eighteen years of age and 20% of the population are school-age (6-17),

Following are the five top prioritized needs of children and adolescents as prioritized by our key informants.

1. To provide immediate intervention and referral services to acutely depressed/suicidal individuals.

   According to the National Mental Health Association, suicide is the third leading killer of American teenagers and may rank even higher since suicides are often disguised as auto accidents, "accidental" drug overdoses and eating disorders. Every year, between 50,000 and 100,000 American children attempt to take their lives and 5,000 succeed, according to the Centers for Disease Control. Boys commit suicide five times more often than girls.

   In 1950, suicide did not rank in the ten leading causes of death reported to the Texas Bureau of Vital Statistics. By 1960, 846 cases caused suicide to be ranked the tenth leading cause of death in Texas, and by 1980, 1,786 cases moved suicide up to the ninth leading cause of death. In 1986, 2,269 suicides moved its ranking up to eighth. Fort Bend is part of Region 11 of the Bureau of Vital Statistics; in 1986, 537 cases regionally resulted in suicide ranking as the eighth leading cause of death in the area. This can be converted into a rate of 13.4 per 100,000 population. The Bureau of Vital Statistics reports twenty deaths due to suicide in Fort Bend in 1986, four in Rosenberg and four in Missouri City.

   Sarah Oates, editor of Minding the Badge, wrote in the summer 1987 edition:

> "Mental health professionals say adolescents commit suicide for any number of reasons. Among the most common cited are to escape from family problems and pressures, to find relief from feelings of hopelessness, to punish loved ones, to avoid being a burden, to change other people's behavior or one's circumstances, to join a deceased loved one, to avoid punishment."

Because of the often spontaneous characteristics of suicidal actions in the adolescent, immediate access to services is essential. Currently, there is no local number a suicidal individual can call for help; calls to Houston's Crisis Hotline are long-distance. Crisis hotline services should be available within the county at no charge to the caller.

Educational and counseling efforts should be made to better inform adolescents, families, schools and the community about the causes and prevention of suicide. Additionally, more facilities offering low-cost care for adolescents at risk are needed.

2. <u>To promote good parenting skills through community-wide educational programs.</u>

An estimated 1.6 million children across the nation are abused annually, and in Texas the number of reported child abuse cases is rising by 8% a year, according to the Attorney General's office. To paraphrase a key informant: "Parents who have problems have children with problems and the cycle continues." A police officer who responded felt lack of parental control permit what begin as minor family problems to worsen as they go untreated.

Poor parenting causes immediate problems for the child, including many of those cited in this report, and continuing problems as the child grows to adulthood including crime and continuation of poor parenting skills.

Children's Protective Services has programs in place to aid high risk individuals; private and non-profit organizations such as Family Services and local churches offer low-cost or free support to parents. However, it is possible that those most in need of parenting education do not avail themselves of these services.

As the Temple mental health needs assessment found:

> "Of special concern are those parents who have children with special needs...or who are under stress themselves. These parents are at the highest risk for parenting problems, yet as a group are the least well served."

Alternatives suggested by key informants and Task Force members to promote positive parenting include:

*Support of existing programs and expansion to reach underserved populations;
*Education of the public about the symptoms of abuse and encouragement to report suspected cases;
*Improved resource information available to churches, pediatricians, educators and the public;
*Free and low cost counseling for parents;
*"Time-out" facility (72 hours) for children whose families are in crisis;
*Day care for children whose parents are attempting to improve their skills.

3. To reduce the number of unwanted teen pregnancies.

Teen pregnancy is a national, state and county problem. According to the Texas Department of Human Services, Texas leads the nation in its rate of births to girls fourteen and younger and has the third highest rate of pregnancies to girls 15-19.

Pregnant teens are at greater risk of maternal death, birth complications and prolonged labor. Teen mothers are twice as likely to have low birth weight babies. Further reaching ramifications include increased child abuse, increased health problems, increased reliance on social welfare programs, poor educational follow-through and job opportunities, poor parenting skills and the generally discouraging outlook for both mother and child.

Over three hundred babies were born to teenagers in Fort Bend in 1987, according to a March of Dimes study. Many of these teens were becoming parents of their second and even third children.

The recidivism rate is greatly increased when the young parent is unable to overcome the problems of lack of transportation to school and/or jobs and the absence of affordable day care for the infant. It is very difficult to convince a teen of her self-worth and to build her self-esteem when she is separated from her peer group and role models that could exist in a school based program.

Education is the key to the futures of the parents, the children and the community.

4. To provide a broader range of options for students who have special educational needs.

Key informants ranked as fourth highest the need for more sensitive and uniquely tailored responses to children with a wide variety of special needs (the gifted, the mentally or physically impaired, the dyslexic, students re-entering school after treatment for dependency etc.). A teacher remarked, "A program must be developed in the early years of school before the child feels failure. To identify them is simple." A police officer wrote, " Kids at school are getting discipline rather than help."

Early screening and testing of children would help identify special needs so that parents and educators could offer the most supportive environment. Parents, pediatricians and educators need to learn to identify special needs in children; to tailor educational and support programs so that children can reach their potential; and how to access private and other resources outside the family and school.

5. <u>To provide an accessible referral source for social services in Fort Bend.</u>

Access to social services is often impeded by lack of knowledge about existing services; many services go unknown and underutilized and many people do not receive the help they could.

A local Fort Bend Agency, the Office of Early Childhood Development, offers a program of integrated eligibility providing one-stop access to subsidized health care and other federal programs. A similar information and referral service should be available to inform and refer persons to the full array of mental health services.

Task Force on Children and Adolescents

Identified Needs

1. To provide immediate intervention and referral services for acutely depressed/suicidal individuals.

2. To promote good parenting skills through community-wide educational programs.

3. To reduce the number of unwanted teenage pregnancies.

4. To provide a broader range of options for students who have special educational needs.

5. To provide an accessible referral source for social services in Fort Bend County.

6. To reduce truancy through a cooperative effort by parents, schools, law enforcement agencies and the judicial system.

7. The juvenile justice system needs to take a stronger stance dealing with vandalism, shoplifting and other crimes committed by juveniles.

8. To identify available resources and implement safety/emergency procedures for latchkey children and their parents.

9. to offer affordable mental health services to families.

10. To develop an early intervention program for school drop-outs, including preventive measures and identification of high risk individuals.

11. To establish a youth shelter on the east side of the county for short term placement.

12. To establish a network of support systems for displaced children.

13. To reduce the incidence of victimization and exploitation of children through community education.

14. To present sex education programs in our schools and to parent groups.

15. To provide a broader range of options for students who have unique and special educational needs.

16. To increase the availability of long-term residential care for children and adolescents.

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17. To provide affordable mental health care in residential settings.

18. To provide minimal cost emergency medical services, including in-patient care.

19. To establish a transportation network for easy access to needed services.

20. To provide a broad range of services to runaways, accessed through a central referral source.

21. To reduce denial and promote positive action through education of the public about the range on mental health problems family members may experience.

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Task Force on Children and Adolescents

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Task Force on Children and Adolescents

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TASK FORCE ON THE CHRONIC MENTALLY ILL

Chronic or long-term mental illness is no respector of race, religion, class, status or intellect. It can strike in any family. Estimates of persons in Texas suffering mental illness range from 14.6% to 20% of the population. Thus 1.7 to 2.4 million people in Texas are estimated to have mental health problems; and 32,837 to 44,982 people in Fort Bend County suffer from some form of mental illness and are in need of mental health services.

Preliminary estimates of need for mental health services in Fort Bend County from the Department of Strategic Planning for the Texas Department of Mental Health and Mental Retardation are shown below.

TDMHMR PRIORITY POPULATION* FOR FORT BEND COUNTY
INCLUDING AND EXCLUDING SUBSTANCE ABUSE AS A MAJOR DISORDER
FOR 1988

	MAJOR MH DIAGNOSIS	
Service Populations	Excluding Sub. Abuse	Including Sub. Abuse
TDMHMR Priority Population		
IA. Chronic mental illness, with current dangerousness or dependence, & prior hospitalization.	1,574	2,249
B. Chronic mental illness, with current dangerousness or dependence, & no prior hospitalization.	4,273	9,671
IIA. Current mental illness, with current dangerousness or dependence, & prior hospitalization.	225	225
B. Current mental illness, with current dangerousness or dependence, & no prior hospitalization.	900	1,574
III. Not operationalized.	--	--
IV. Chronic mental illness, with threat of serious deterioration.	2,699	7,197

V. Current mental illness, with threat of serious deterioration.	675	1,349
Non-Priority Population	24,965	24,290
TOTAL	35,311	46,555

* The TDMHMR gives service priority to mentally dysfunctional individuals who have been previously hospitalized or who are at risk of hospitalization.

A review of the number of occurrences involving police intervention/response was made for the period of 1986 vs. 1987 and indicated a significant increase in contacts:

	1986	1987
County Court Commitments*	39	65
J.P. Emergency Orders	97	123
Sheriff's Dept. M.H. Contacts**	287	412

* Does not include cases heard in Travis County courts for patients transported to Austin on an emergency order. It should be noted that the majority of State Hospital patients are committed through out-ot-county courts.

** For emergency orders executed, transport under volun- hospital admissions, peace officer warrantless arrests, and information/referral requests.

These figures can be expected to increase as Fort Bend county continues to grow. By 1993 for instance, Fort Bend is expected to have a population of 269,807 according to Texas Department of Health projections.

It is imperative then that a comprehensive plan be developed to meet the growing need for services in Fort Bend County. Service delivery to this population will increasingly fall on the local communities and counties due to the trend toward deinstitutionalization and the projected decline in state and federal funding to meet mental health needs.

After much study and consultation with numerous experts, the Task Force initially identified 26 needs deemed most important to the chronic mentally ill. A survey was submitted to a variety of key community informants to solicit feedback and validation of these needs. Nine critical needs were then identified and prioritized.

HIGHEST PRIORITY NEEDS

1. To establish a Mental Health Authority to coordinate efforts of service providers, generate funding, provide casemanagement, monitor services, help clients access services and advocate on behalf of Fort Bend needs.

The State Task Force on Indigent Health Care has recommended the development of alternatives to institutionalization in state hospitals and schools:

"A range of outpatient residential care and community-based alternatives to institutionalization in state hospitals and state schools should be created. This effort should include increasing the availability of Medicaid outpatient psychiatric services, residential care for individuals under age 21, outpatient services for the elderly residing at home, and halfway and quarterway houses for the chronically mentally impaired.

"Not enough community residential facilities presently are available in Texas. The funds, community acceptance, the need for a central location, and transportation services are all factors which impede expansion of these services.

"Research has shown that recidivism, or repeat hospitalization, can be substantially reduced for the chronic, severely mentally disable through the development and implementation of comprehensive and individualized community-based services. A 1982 study conducted by TDMHMR found that if community residential facilities were available, 1,194 state hospital clients would require minimal supervision. The need for community placement is much greater than this limited study of state hospital clients indicates.

"As more community residential and intervention programs are developed, clients who require short-term treatment can be cared for more often in their home communities. The cost per client in institutional settings is increasing proportionately to the number of severely handicapped clients who need higher staff-to-client ratios and more intensive medical, education, and habilitative services. Expensive institutional care should be reserved for those clients who need such care, and alternatives for those clients who require less intensive care could be cost efficient and more effective. Institutional care, when unnecessary, can render semi-independent clients unnecessarily dependent.

Some services are currently provided through the Fort Bend County Mental Health Outreach Center. The Center is a specialized unit providing outpatient services primarily to those patients being discharged from state facilities. The Center serves an average of 100 cases per year although in 1987 the caseload has grown to 187 cases. The composition of the current caseload is as follows:

Sex		Ethnicity		Primary Diagnosis	
Male	51%	Black	27%	Schizophrenic	76%
Female	49%	Hispanic	25%	Bipolar Disorder	10%
		Anglo	37%	Other	14%

All clients receive medication treatment. Other available services include 24-hour emergency screening and assessment, crisis intervention, multi-disciplinary assessments, casemanagement, family support services, medication related services, and psycho-social rehabilitation programs.

2. To develop and provide a full continuum of care to include a 24-hour crisis center, a toll-free hotline with bilingual staff, a centralized referral system, casemanagement and planning and an array of support services (transportation, respite care, etc.).

   a. 24-hour crisis center with local emergency beds for children and adults, diagnosis and screening capabilities;
   b. a toll-free hotline with some bilingual staff;
   c. centralized referral system;
   d. casemanagement and planning;
   e. an array of support services including transportation, sheltered employment, vocational training, local counseling, respite care, medication provision and monitoring.

   This system must be responsive to the needs of special population (dual-diagnosed, physically handicapped, geriatric, etc.), various cultural groups within the county, and accessible to all parts of the county.

   A continuum of care is vital for the chronically mentally ill population. Without this continuum, the community suffers the effects of ineffective and inefficient use of resources. Many of the chronically mentally ill become involved in a revolving door of contacts with police and sheriff's departments, hospitals, the judiciary system, state mental hospitals, etc. There is also a heavy cost in human misery for the client, their families and occasionally for the victims of acting out by a few clients. Adult Protective Services report 15 incidents per month or 180 per year reported to them. Staff persons at Richmond State

School, a mental retardation facility, report inquiries and referrals each month for on-going mental health problems from the local community.

Without a continuum of care, the mentally ill client faces more sever episodes of crisis, delays in obtaining needed services, loss of job, etc. Family members report frustrations in trying to obtain services and some report that they have lost their jobs because of having to care for the mentally ill family member. This also results in economic loss to both the individual family and to the community. Many of the chronic mentally ill can be productive citizens given necessary support services and medication monitoring. The Outreach Center reports, for example, that the majority of their caseload are employed, going to school, or are a spouse maintaining a home, while 39.2% are receiving benefits such as S.S.I., V.A. or Social Security. A very high percentage of hospital readmissions are direct- ly related to the failure to comply with the prescribed medication routine. Re-hospitalization means increasing risk of continued institutionalization, increased burden on public agencies and increased costs to society.

It is estimated that 85-92% of the chronic mentally ill have no private transportation and no public transit system to get them to medical or psychiatric appointments, to shopping or to job sites. Furthermore, the average chonically ill person typically has not developed their vocational potential and do not have adequate skills to achieve mainstream employment. Thus the chronically mentally ill are denied the opportunity to achieve a sense of accomplishment and become productive citizens.

One recommendation of the state Task Force was:

> "There is a severe shortage of 24-hour crisis intervention services for individuals with mental health and mental retardation problems, particularly in rural areas of the state. This shortage results in the commitment of individuals to state mental hospitals, temporary confinment in jails, or other inappropriate treatment.
>
> "Twenty-four-hour-a-day crisis intervention and stabilization services should be supplemented by a telephone hotline number."

Fort Bend County varies from extremely rural to urbanized metropolitan. Additionally, 16% of the population is black, 20% is of Hispanic heritage, while of the Caucasian population a sizeable minority are of Czechoslovakian decent. Because of this diversity, services must be set up that are compatible with different sub-cultures and lifestyles. The January, 1987, issue of Rural Mental Health in Texas noted:

...."the over-riding issue is that most communities in rural Texas lack satisfactory access to mental health services, whether it is shelter from an abusive spouse or help with the stress of having an alco· holic parent." They believe that mental health care professionals must address that issue when allocating programs and staff to meet the unique needs of that large population of Texans living in rural areas."

NUMBER OF RESIDENTIAL MENTAL HEALTH BEDS
BY RESIDENTIAL SERVICE TYPE
FOR LOCAL SERVICE AREA 35*

	AUSTIN STATE HOSP.	STATEWIDE
	No. of Beds (per 100,000)	No. of Beds (per 100,000)
Structured Residential Programs		
Extended Inpatient Treatment	32 (16.0)	5234 (32.5)
Detoxification Center	- -	115 (0.7)
Crisis Stabilization	- -	809 (5.0)
Intensive Residential Treatment	- -	1692 (10.5)
Substance Abuse Recovery Prog.	16 (8.0)	940 (5.8)
Supervised Family Living/Crisis Stabilization Foster Care	- -	48 (0.3)
TOTAL	48 (24.0)	8838 (54.8)
Intermediate residential Programs		
Halfway House	- -	1016 (6.3)
Therapeutic Group Home (Transitional or Intermediate)	- -	403 (2.5)
Personal Care Home	- -	1090 (6.8)
Substance Abuse (Transitional or Intermediate)	- -	220 (1.4)
Supervised Family Living (Extended or Transitional)	- -	284 (1.8)
TOTAL	- -	3013 (18.7)
Semi-Independent Residential Programs		
Boarding House	- -	756 (4.7)
Supervised Apartments	- -	325 (2.0)
Co-op Apartment Living	- -	106 (0.7)
Fairweather Lodge	- -	260 (1.6)
Quarterway House	- -	64 (0.4)
Other	- -	544 (3.4)
TOTAL	- -	2055 (12.7)

* Based on a County population of 199,543.

3. To offer more affordable services, including lowering the sliding fee scales and offering more services at no cost.

A number of families noted that they simply cannot afford services for their mentally ill family member. Others reported that although the mentally ill family member is an adult, they are still expected to pay for services based on their income even though they have other family obligations. Many reported that even sliding scale services are too expensive for long term mental illness which require long term services. Reports were also made of services being discontinued because the parents could no longer pay the fees. An informal survey of private providers showed that inpatient hospital costs ranged from $200 to $580 per day.

The state Task Force noted that preventive mental health services should be available to all Texans in order to promote early detection and referral to appropriate services. They note that affordable preventive mental health services, early detection and early interven- tion should reduce the future demand for expensive institutionalized care.

4. To improve public awareness of mental health and illness; characteristics, consequences, programs.

Education is needed for many reasons; (1) to help combat the stigma associated with mental illness; (2) to provide an awareness and in-depth understanding of chronic mental illness; (3) to point out symptoms and attitudes signaling mental health problems; (4) to help more people intervene earlier in an appropriate manner to prevent or lessen the problem of chronic mental illness; (5) to provide knowledge that mental illness can strike anyone; (6) to break down cultural biases toward the mentally ill and their families; (7) to help groups who frequently come in contact with the mentally ill to interact appropriately; (8) to help people make informed choices on the allocation of resources to combat mental illness.

In doing the survey it became apparent there was also a lack of knowledge of how to access services on the part of health care personnel, the public and many community leaders.

5. To improve coordination among various agencies, especially concerning commitment proceedings.

Families with a mentally ill member and a number of service providers cited the problems in securing help for those with mentaly illness. They felt there was a lack of a unified coherent approach accessible to all people in Fort

Bend County. Service providers serving more than one county were especially quick to note the need for increased cooperation among agencies. This cooperation would lead to time and cost savings to clients, families, service providers and public agencies as well. It would also allow for a less traumatic encounter for the client and family with service providers and agencies.

6, <u>To provide specialized programs to meet the needs of teens and young adults; dual-diagnosed; physically handicapped; children; elderly who are chonically ill.</u>

Children, teens and young adults need specialized treatment services to lessen the severity of their mental illness and to enable them to become more productive citizens. Mental illness often strikes during this age span leaving the client with a long life span ahead. Early and appropriate intervention and proper treatment geared to their special needs can change lives. Dual-diagnosed clients and those with phusical handicaps often are not able to avail themselves of services. The elderly are often forgotten or are too afraid to seek services in a medical setting.

The state Task Force studying health care reported that

> "Troubled children and adolescents frequently are placed in foster homes, special schools, and mental and correctional institutions without adequate evaluation and follow-up. Residential facilities specializing in the treatment of the special problems of children and adolescents are virtually nonexistent in rural areas and in insufficient numbers in urban areas. When appropriate and possible, children and youth should be placed in the least restrictive environment which provides nurturing appropriate care and support systems of friends and family. Helping some youth to cope with the world as it is may be more successful in the community, rather than in the artificial environment of an institution."

The Fort Bend Outreach Center reports that 7% of their caseload are ages 12-17, 24% are 18-29 years of age.

Based on TDMHMR figures for Fort Bend County, 1985 statistics show that among those with mental health disorders , excluding substance abuse, 4,179 were ages 0-12 years of age, and another 2,299 were ages 13-17 years of age. Their estimates are that in 1990 there will be an estimated 5,706 under age 12 years with another 3,139 between 13 and 17 years of age in need of services for mental health disorders.

These same projections show that in 1985 there were 1321 persons over 65 years in this service area with mental health problems not including substance abuse. Projections are that in 1990 there will be 1804 persons over 65 years of age needing services. The fort Bend Outreach Center reports that 9,3% of their current caseload is over 61 years of age.

The Task force on Indigent Health Care states:

> "Outpatient services for the maintenance of the elderly in their homes or in group living homes are lacking or underfunded. Up to 25 percent of older persons (over age 65) are estimated to have significant mental health problems.
>
> "In addition to a higher incidence of mental illness and emotional distress, the elderly are frequently isolated in their homes and generally are less ambulatory due to their age. There are almost no outreach efforts or in-home services in the mental health system. Services which were provided in the home or in group living situations could provide the necessary support for the elderly to remain in the community and give them a sense of community involvement."

7. <u>To encourage organized lobbying efforts to have the State Board of Insurance require insurance companies to cover more than 30 days per year as well as a wider range of mental health needs if they are allowed to sell insur- ance in Texas</u>.

Most insurance companies cover 30 days or less on mental illness. For clients and families facing long-term mental illness this is not adequate. Many policies include certain types of mental illness. This means that clients and their families soon become totally dependent on public sources, or become part of the revolving door, or do without services which leads to other problems in the community. It has been estimated that 90-95% of the chronic mentally ill have either exhausted their benefits, are undercovered or uncovered.

A number of families reported that their medical insurance was cancelled after they filed mental health claims.

Efforts should be made to link up with the various self-help groups, service providers and alliances to encourage participation in ongoing organized lobbying already underway. Also education by the insurance industry on day hospitalization benefits should be encouraged.

8. <u>To develop more organized efforts to advocate on behalf of the mentally ill and better mental health services.</u>

During the survey, it was determined that many community leaders are unaware of the facts concerning mental illness and of the needs of chronically mental ill persons and their families. The stigma attached to mental illness is very pervasive affecting even daily routines and job status. Community support is necessary to overcome this stigma and to provide services to meet the needs of the mentally ill and to enable them to reach their maximum potential. If given a chance, most of the long-term mentally ill can become contributing members and tax paying citizens in the community.

9. <u>To encourage procedures whereby individuals can evaluate the quality and competency of mental health providers.</u>

Many of those surveyed noted the problems in finding adequate services. A number reported frustration over what they considered poor quality care and treatment. Others noted there is no way to determine if service providers are competent and said that to try and determine this was time consuming and very costly.

They also declared that even finding any service was often a matter of luck because of the lack of an organized way to find quality services or indeed any services.

Task for on the Chronically Mentally Ill

Identified Needs*

1. Need for 24-hour crisis center/program, including walk-in services, emergency care, diagnosis, screening for commitment, and referral.

2. Need for community living resources, i.e., shelter, both emergency and permanent; also sheltered employment.

3. Need for outpatient planning and casemanagement.

4. Need for increased public awareness of mental illness (characteristics, consequences, programs, how to access services), by use of multi-media approaches to reach all segments of the county.

5. Need for centralized referral resource with a toll-free phone number and bilingual personnel.

6. Need for a full continuum of care for patients within Fort Bend County.

7. Need for a Mental Health Authority to coordinate services, generate funding for mental health services, help patients and families access needed services.

8. Need for education for specialized groups within the county such as teachers, ministers, physicians, school counselors, and police.

9. Need for transportation to enable clients to get to counseling, physicians, follow-up services, medical reviews, and employment.

10. Need for psycho-social training, vocational training, and rehabilitation.

11. Need for additional counseling services for mental health clients and their families.

12. Need for support services for families, including respite care, mutual-support programs, social opportunities and educational programs.

13. Need for increased communication throughout the county for coordination of services between service providers and clients.

14. Need for outreach services.

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15. Need to educate clients and client families about the importance of follow-up and medication complicance.

16. Need for organized lobbying to have the State Insurance Board require insurance companies to offer more adequate mental health coverage.

17. Need for more sliding scale services, with scales starting at a lower range, based on net rather than gross pay, and allowing for free services when indicated.

18. Need for a mental health hotline staffed by professionals and volunteers with a toll-free number and bilingual personnel.

19. Need for more advocacy pertaining to mental health needs.

20. Need for specialized programs to meet needs of teen and young adult mentally ill.

21. Need for bilingual services.

22. Need for more understanding of various cultures (e.g., Oriental, Czech, Spanish, Black, rural) by mental health providers.

23. Need for simplification of commitment process and for cooperation among various authorities concerning commitment.

24. Need for local beds for both children and adults.

25. Need for process to evaluate quality and competency of mental health providers.

26. Need for services for special populations of the mentally ill, including the dual-diagnosed, physically handicapped, chidren, geriatric, etc.

* These are the original set of needs identified by the Task Force. Most of these were later collapsed into the needs described in earlier in this report.

Task Force on the Chronic Mentally Ill

Key Informants

The Task Force is grateful to these community leaders for their participation in the needs assessment.

Ms. Ann Smith
Ms. Dorothy Nixon
Mr. Larry Burnell
Ms. Carolyn Bowden
Mr. Carl Stephens
Mr. T.J. Sparkman
Mr. Herb Ulbricht
Ms. Amelia Martinez
Mr. Arthur Newlin II
Mr. Raymond Neal
Ms. Neomia Portis
Mr. Hionio Flores
Mr, Gilbert Lemos, Sr.
Dr. Don E, Williams
Mr. E.V. Blissard
Ms. Pam Terry
Ms. Helen D. James
Mr. Steve Jillet
Ms. Darlene Cumings
Ms. Becky Moore
Ms. Mary Ann Vickers
Ms. Jackie Carr
Ms. JoAnn McCall
Hon. Tommy Culver
Ms. Linda Moody
Ms. Sandy Knight
Mr. John Maples
Mr. Weldon Sheard
Mr. Tom O'Neal
Mr. C. Michael Scherer
Ms. Gay Adams
Ms. Wilma Adamek
Mr. John Waddell
Mr. D'Lee Pickett
Dr. Cliff Barton
Ms. Laura Bush
Mr. Joe Emerson
Dr. Spencer Bayles
Ms. Betty nCobb
Mr. Abel Ortiz
Mr. Leon Morris
16 Anonymous

Task Force on the Chronic Mentally Ill

Task Force Members

Ellie Cumings, Co-chair
Abraham Chua, Co-chair
Ernie Arriaga
Lisa Cerda
Suzanne Hinds
JoAnna Jones
Larry Riendeau
Judy Stelma
Betty Jo Vollenweider

REPORT OF THE TASK FORCE ON CHEMICAL DEPENDENCY

The Task Force was charged with the responsibility for identifying, analyzing, and prioritizing the scope of needs in the area of chemical dependency in Fort Bend. Chemical abuse and dependency is defined as the frequent and habitual use of any substance with potentially addictive, mind-altering properties. This includes prescription and non-prescription drugs, alcohol, and inhalant abuse.

It is estimated that two-thirds of the people in the United States use alcohol occasionally or frequently, with one-third reporting moderate to heavy drinking. The Houston-Galveston Area Counil estimates that, within its region which includes Fort Bend, seven percent of adults eighteen and older are dependent on alcohol, and 19% of teens abuse alcohol. Dr. Carlo DiClemente of the University of Houston estimates that 10% of young adults abuse some type of mind-altering chemicals; key informants estimate 10-15% in Fort Bend.

Findings from the University of Michigan's annual survey of high school seniors, released in January 1988, show that 42% of all graduating seniors had used an illicit drug at least once during the previous year, and 86% had used alcohol. Alcohol use has varied little since the survey's inception in 1975; illicit drug use has declined. While the decline in overall drug use is certainly encouraging, survey director Lloyd Johnson warned that drug use remains a major problem: "These clearly represent the highest rates of drug use for any industrialized country." Availability of drugs has not declined since 1986; the decrease in use reflects a better understanding by teens of associated risks.

The underlying causes of chemical dependency are as diverse as the population affected and dependency leads to other adverse health and behavioral consequences. Among the wide variety of pre-conditions for dependency are peer pressure, curiosity, depression, desire to improve perform- ance, and rebellion. Recent empirical findings suggest that there are genetic and physiological characteristics which predispose a person to become dependent. And dependency leads to other negative consequences: intravenous drug users are at high risk for contracting AIDS; heroin-addicted females give birth to addicted infants; chemical abuse is linked to crimes of property and violence. More dangerous methods of ingesting drugs (such as "free-basing" cocaine), or using drugs in combination (such as alcohol and prescription medications), increase vulnerability to toxic effects.

Many causes, symptoms and affects of abuse and dependency are known; availability of alcohol and drugs is not diminishing. Education, early intervention, longer-term and more

complete treatment programs addressed to the needs of the individual and the system in which he functions are some of the approaches necessary to combat addictions. 0034

The Task Force was concerned with the unavailability of adequate statistical and hard data on the rates and needs of the chemically dependent in fort Bend. When asked to confirm (or correct) our findings, a drug abuse counselor in Fort Bend reported, "We lack the numerical data to back up the known facts." Other experts in the field echoed this thought.

More comprehensive information would allow better targeting of efforts toward addressing needs. We recommend a county-wide effort to coordinate resources for chemical abuse and dependency. This should include educational, law enforcement, government, business and community efforts. Basic to this process would be the accumulation of valid data from all sources on the scope of abuse and dependency within the county. This would facilitate 1) better coordination of resources, 2) tailoring of outreach and intervention programs to specific populations, and 3) access to services by people in need.

The Task Force identified eleven significant needs; these needs were distributed to key informants as described in the "Methodology" section. All eleven needs were deemed important enough to be considered in the final prioritization process. Six needs were ranked significantly higher than the others and are discussed below.

1. <u>To provide affordable long-term care for individuals who need extended treatment for chemical dependency.</u>

   Those individuals who are without adequate resources or insurance have almost no access to adequate long-term care that will deal with both addiction and underlying emotional or mental problems. An informant wrote, "This county, espe- cially the western part, has a substance abuse problem that, for most residents, is <u>economically</u> untreatable."

   Fort Bend has several private facilities that offer private charity treatment as part of community involvement. However, the percentage of total facilities available compared to relative need is very small.

   There are several ongoing efforts (Odyssey House, for example) in the immediate Houston area to implement low cost programs with relatively high recovery rates. Unfortunately, many of the less costly programs available have long waiting lists.

Providing facilities for long-term care would reduce substantially recurrent abuse, dependency and associated family, community, crime, and health problems.

2. <u>To improve and expand preventive efforts for children including controlling availability of and access to drugs and alcohol, and educational programs for all children.</u>

Control of access to and availability of drugs and alcohol to adolescents, including special programs for bilingual and illiterate adolescents, was the second need in the prioritization hierarchy.

Key informants estimate that from 60% to 85% of adolescents have experimented with potentially addictive substances.

There are several ongoing programs within Fort Bend County to inform adolescents of the dangers involved in chemical abuse. Many are aimed at creating peer pressure groups to prevent abusive patterns from beginning. The Fort Bend Regional Council on Alcoholism and Drug Abuse, the Texas War on Drugs, the "Just Say No" program, and other programs are underway to inform students of the dangers of chemical abuse. There are some overlaps and gaps among these programs. Key informants indicate that drugs and alcohol remain serious concerns throughout the schools, as the programs in place are only touching a small number of the children. Better coordination among the various programs, and expansion of programs from elementary through high school should provide more effective results.

There is a need to provide assistance or coun- seling programs for those adolescents (and their families) who are already experimenting with or are in a stage leading to dependency. Informants also advise that better parenting and provision of more opportunity for recreational and leisure time activities in a drug-free environment would have tremendous effects in terms of reduced drug use.

More effective measures within schools to prevent the flagrant abuse of drugs within school environments are needed. At present much of the responsibility for identifying and policing falls on the shoulders of teachers and counselors. Often, these individuals are not adequately trained and/or do not have the time to adequately perform this function. Potential solutions include the establishment of Employee Assistance Programs within school districts.

Employee Assistance Programs are currently in use by many corporations to deal with employee problems, including chemical abuse. The Houston Independent School District is currently evaluating the implementation of such a program. This would involve establishing a structure and resources for counseling or treatment of problems as they are identified. The resources would be available to school employees and students. The families of students who use the resources would also be required to participate. This program offers potential for addressing adolescent experimentation, abuse, and dependency as a system problem.

3. To provide easily accessed information and resources for those indirectly affected by chemical abuse and dependency.

The Fort Bend Regional Council on Alcoholism and Drug Abuse, Inc., provides a variety of informational and counseling resources for the community. However, many key informants and Task Force members concluded that Fort Bend needs a centrally focused source of information about all resources available for those affected by chemical abuse. Often, an individual needs to have prior knowledge of resources to determine what resources are available. This is very frustrating for those with immediate problems or crisis situations and no knowledge of resources.

A central focus point or crisis information center would provide a much needed service. This is also a need that could be addressed with relatively less cost than some other needs.

4. To provide positive environments and support groups for the recovering chemically dependent.

5. To find ways to encourage individuals who are dependent to seek treatment, including development of Employee Assistance Programs.

Recovery environments and support group coordination for recovering chemical abusers and the need to find ways to encourage chemical abusers to seek treatment were the fourth and fifth highest needs.

These needs are currently addressed by a variety of programs including Alcoholics Anonymous and Narcotics Anonymous. Easy access to information about these programs was a major concern of key informants.

Employee Assistance Programs are considered an excellent

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way of encouraging those with problems to seek assistance before the problems become acute. These programs are beginning to be implemented by some business and government organizations.

Additional support groups and emphasis on additional employee and peer programs within the business and public sectors would greatly enhance the effectiveness of such programs.

6. <u>To provide short-term care for individuals unable to care for themselves because of abuse or dependency.</u>

The alternatives to short-term care are to release chemical abusers back into the community with potential family, criminal, or health consequences, or to incarcerate these individuals without adequate treatment. This last alternative presents legal problems, especially in juvenile situations.

Short-term treatment resources are needed in any situation where there are inadequate resources to cope with crisis or non-acute ongoing chemical abuse. Problems could be addressed and managed before they become acute. This would be of great benefit to law enforcement and educational organizations as well as to the public in general.

The three remaining needs that were identified by the Task Force were all deemed to be moderately important by key informants. These needs concerned specific target audiences of elderly abuser, persons in rural areas, and information on negative effects of legal drugs.

Adequate coordination of programs oriented toward previously addressed needs would alleviate many of the concerns about these last four nees.

Three remaining needs that were identified by the Task force were deemed to be moderately important by key informants. These concerned specific target audiences of elderly abusers, persons in rural areas, and information on negative effects of legal drugs.

Task Force on Chemical Dependency

Identified Needs

1. To provide affordable long-range care for individuals who need extended treatment for chemical dependency.

2. To improve and expand preventive efforts for children including controlling availability of and access to drugs and alcohol, and educational programs for all children.

3. To provide easily accessed information and resources for those indirectly affected by chemical abuse and dependency.

4. To provide positive environments and support groups for the recovering chemically dependent.

5. To find ways to encourage individuals who are dependent to seek treatment, including development of Employee Assistance Programs.

6. To provide short-term care for individuals unable to care for themselves because of abuse or dependency.

7. To find ways to provide easily understood and accessible information on the negative potential of legal drugs.

8. To provide information and resources for elderly substance abusers.

9. To find ways to provide resources and education to rural areas about substance abuse.

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Task Force on Chemical Dependency

Key Informants

The Task Force is grateful to these community leaders for their participation in the needs assessment.

Mr. Larry Wagenback
Ms. Betty Worthington
Dr. John Cooke
Ms. Joan Teague
Ms. Kay Tripicchio
Dr. Eugene Degner
Mr. Cliff Barton
Ms. Ann Worrell
The Sharma Foundation
Alcoholics Anonymous
Ms. Maria Emerson
Rev. Tim Motovina
Ms. Connie Hale
Mr. Al Dobson
Hon. F.E. Hubble
Mr. Ray Massey
Ms. Pat Larson
Ms. Lee Brown
Sheriff Gus George

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Task Force on Chemical Dependency

Task Force Members

Brian Gaston, Co-chair
Kathy Creaser
Bill Creaser
Pat Jensvold
LaVerne George
Lupe Uresti
Hazel Robinson
Billie Shadid
Doug Trani
Jo Edwards

EVALUATION RESULTS

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(Toward the end of the project, the following questions were submitted to task force participants. Fourteen persons responded, a response rate of 33%. The responses are recorded below.)

I. The purpose of the Mental Health Needs Assessment Project has been to survey existing mental health needs as a first step in identifying and addressing specific mental health priorities for Fort Bend County. Do you think this Project has been serving its purpose?

__6__ Yes

__4__ Probably

__2__ Don't Know

__1__ Probably Not

__1__ No

Comments:

- Broad participation from great variety of members of the community.
- The structure relied to heavily on volunteer activity. It is to time consuming for most individuals to give what was asked for.
- As in any study, the presentation of the results and acceptance of the same, will determine the worthiness of the undertaking.
- I feel the committee considered or focused mainly on one end of the county and did not consider the county as a whole.
- The basis for the assessment was professional and client opinion, analyzed and synthesized by an objective group of "non-expert" citizens.
- Would like to see the final report before making a decision.
- Within the limits which exist when amateurs and a few professionals list their concerns, and a few other needs are suggested along the way. I felt very amateurish, and worried that we overlooked something obvious.

II. If this Needs Assessment Project were replicated:

A. What are the better aspects that should be retained?

- Participatory community involvement and competent, dedicated people.

- Key informants should be retained, but slowness of panelists in collecting information from them was most detrimental to our staying on schedule. Even more visitors to the panel meetings and visits to facilities by panelists would be good.

- The involvement of community leaders.

- Input from the community is very important. More knowledge aout what programs other counties (comparable to Fort Bend, not Houston) have in place; what is working, what is not. Some of the community contacts did not respond well.

- (1) Involvement of so many volunteers - in all capacities (key informants, task force meMbers, speakers, elected and other leaders), (2) Orientation, receptions, "Co-chair meetings" are extremely valuable for "process" goals, building cohesion around mental health, (3) having speakers at the task force meetings, an innovation from Mr. Razak that worked well.

- The idea addressed an important part of our society which is too often overlooked.

- Key informant information was particularly helpful in our committee.

- Basic procedure as outlined is fine.

- Identifying needs and gathering information.

- The training manual, the "Blue Book" developed by the Mental Health Association in Texas, simplified the process

B. What changes or improvements would you suggest?

- Spring data collection; Fall - first six weeks of school - presentation.

- I'm not sure - maybe more time, more research.

- What <u>mental</u> means when dealing with certain needs. For example, it was difficult separating problems of children and adolescents and mental problems.

- Committee chairs at the least should have been paid full-time consultants to do the majority of paper work, etc., with input from volunteer committee members.

- Possibly more paid personnel to assist facilitation in keeping the groups on track.

- Establish the area's each volunteers would feel most comfortable working in.

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- A more detailed description of expectations of task force members would have been helpful. I found that I had committed to something that conflicted significantly with previous commitments.

- The work plan should be better organized so it can be handled over a period of time and not just during long and late meetings.

- (1) Alternate method to collect and make available to task force members existing statistical and descriptive data on needs and resources; (2) January - May timeframe (the holiday after mid-November severely hampered project); (3) more on-going support to task forces throughout project; (4) the model is ambitious , it would be outstanding and more successful if, prior to volunteer involvement, data collection and assimilation were completed.

- We need some professional person to do the Mickey Mouse work - mailing, notices, setting up organization schedules, etc. This was woefully lacking and hindered the work of the committees. Members never knew for sure time and place of meetings. Maybe a set place would have been better. Absenteeism was very high, I don't know the answer to that.

- Appoint people who have the time to serve as chair persons of each committee.

- Strength in the chair is vital: must be able to control meeting so that no one leaves without specific assignments and the commitment to bringing them in on time. Chair should use option to replace failing panelists early on. Also should fill any deficits in panel such as no one representing a certain field, etc.

- Timing could be improved. Start such a project in January rather than fight the confusion of holiday absences and time commitments.

III. On which task Force did you participate?

4	Adult	5	Child & Adolescent
2	Substance Abuse	2	Chronic Mental Illness

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FOLLOW-UP INFORMATION

(Toward the end of the project, the following questions were submitted to task force participants in the form of a survey. Fourteen persons responded, a response rate of 14%. Their responses are recorded below.)

1. No longer constrained by a "solution-free" perspective, would you suggest any specific approaches (i.e., solutions) that would help Fort Bend County better address local mental health needs?

   - Centralized crisis hotline for Fort Bend County.

   - (1) Centralized, freestanding (i.e., objective, not attached to an agency) information bank, and (2) Mental Health Association, or Mental Health Committee of the Health Council, to provide coordination, identify priorities, publicize, etc.

   - We need to educate the community about mental health needs, then we need to educate them more. This community hasn't come to terms with scientific family planning and all its aspects, much less anything as esoteric as mental health.

   - A directory of Mental Health Services would be extremely helpful.

   - Efforts to strengthen ties and awareness between the East and West ends of the county.

   - Immediately establishing a Mental health Authority with the powers to secure funding and oversee services provided.

   - Get the word to local organizations that there is something new to support other than ARC and RSS. Visit legislators.

   - Yes - The basic underlying problem of prejudice (racial, sexual, age) must be dealt with. This county has a real problem in this area from the <u>TOP</u> down.

   - Must have central agency/1-800-HOTLINE approach to assessing client needs and referring clients to available services.

   - For the Health Council to have cases that could be discussed at meetings so that every one could learn from these.

2. From your task force experience, do you think Fort Bend County should establish a local Mental Health Authority?

   8 Yes 0 No 6 Don't Know

   Comments

   - Without a Mental Health Authority needed services will forever be "in the planning" or on the board."
   - It's sorely needed.
   - It probably would help many, but the poor would probably continue to be uner-served.
   - The networking of social service agencies in Fort Bend is excellent, but we need more social service agencies here to address problems.
   - What does an Authority do? Where does the money come from?
   - Dependent upon autonomy available to final group established.
   - Not very impressed with Houston's or with bureaucrats! Only if we cannot get more $ without one.
   - This project should be ongoing.

3. Would you support establishment of a Fort Bend County Chapter of the Mental Health Association? (i.e., a non-profit organization to promote mental health and improved care for the mentally ill or emotionally disstressed.)

   9 Yes, and I would consider helping as a volunteer.

   1 Yes, and I would consider making a donation.

   6 Yes, but I would probably be unable to offer direct support.

   0 No, this organization is not needed.

4. Are there other services, organizations, or agencies that you would like to see better supported or become more responsive to mental health needs in fort Bend County?

   - What organizations besides the Mental Hospitals do any mental health work exclusively? Mental health should be part of all health services.

- Women's Shelter.

- Schools referring cases that may cause problems later.

- County medical services need to become involved in indigent mental health care as well as medical health care.

- Texas Rehabilitation Commission become more involved with assisting the mentally ill.

- A chapter of Alliance for Mentally Ill would be approriate.

- United Way must completely re-think its position in Fort Bend. Services, including non-United Way, are fragmented, not serving the number of clients they should, not addressing all the problems of clients, etc.

- The County Health Dept. (or a referral agency at least).

7. MR. G.B. RAND, TEXAS INDUSTRIES FOR THE BLIND & HANDICAPPED, RE: PRESENTATION OF STATE SET-ASIDE PROGRAM:

G.B. Rand-Texas Industries for Blind & Handicapped discussed the state set-aside program. (Recorded in minutes in full)

Court directed the County Purchasing Agent to utilize the state catalog.

8. CONSIDER REAPPOINTMENT OF 3 MEMBERS TO LIBRARY BOARD OF TRUSTEES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to re-appoint Rev. Richard Avery for a three year term to Library Board of Trustees.

Moved by Commissioner Puskta, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reappoint Joe Grillo and Bo Randall to serve 3 year term to Library Board of Trustees.

9. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: ACCEPT & REBUDGET CHECK IN THE AMOUNT OF $1,458 AS REIMBURSEMENT FOR DAMAGES TO WINDOW:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept $1,458.00 and rebudget into Building repair (7012) as presented by Roman Bohachevsky, County Librarian.

10. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: PRESENTATION OF OCT. '87 MONTHLY REPORT & '87 TAX COLLECTIONS THRU OCTOBER:

Marsha Gaines, Tax Assessor/Collector presented the October 1987 monthly report & 1987 Tax Collections thru October. (Recorded in minutes in full)

11. ACCEPT THE REPUBLICAN AND DEMOCRATIC PRIMARY ELECTION CONTRACT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept for record the Republican and Democratic Primary Election contract as presented by Dianne Wilson, County Clerk. (Recorded in minutes in full)

12. CONSIDER ABSENTEE POLLING PLACES FOR MARCH PRIMARY ELECTION AND SET ELECTION CLERKS' SALARIES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to designate absentee polling places for March Primary Election and set election clerks' salaries as follows: (Recorded in minutes in full)

County Annex, 500 Jackson (basement), Richmond
Missouri City Community Center, 1522 Texas Parkway (FM-2234)
Absentee to be from February 17 thru March 4 (8-5 Mon.-Fri.) & February 27 (8-5 Sat.)
Election clerks salary set at $5.00 per hour.

As requested by Dianne Wilson, County Clerk.

13. CONSIDER AUTHORIZING THE COUNTY ENGINEER TO DO A STUDY ON A NEW ACCESS ROAD FOR PECAN MANOR SUBDIVISION IN PRECINCT 2:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize County Engineer to do a study on a new access road for Pecan Manor Subdivision in Precinct 2. (Recorded in minutes in full)

The Attorney General of Texas

JIM MATTOX
Attorney General

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An Equal Opportunity/
Affirmative Action Employer

February 21, 1986

Mr. Gibson DuTerroil
Chairperson
Texas Committee on Purchases of
Products and Services of Blind
and Severely Disabled Persons
314 Highland Mall Boulevard
Suite 258
Austin, Texas 78752

Opinion No. JM-444

Re: Applicability to counties, cities, hospital districts, and school districts of chapter 122 of the Human Resources Code, which relates to the procurement of the products or services of disabled individuals

Dear Mr. DuTerroil:

You ask about the apparent conflict between a statute that allows political subdivisions to purchase products or services produced by disabled persons without engaging in competitive bidding and statutes that require certain political subdivisions to engage in competitive bidding.

Section 122.014 of the Human Resources Code provides:

> A product manufactured for sale to a political subdivision of this state or an office or department thereof shall be manufactured or produced according to specifications developed by the purchaser. A political subdivision of this state may purchase products or services for its use from private businesses through its authorized purchasing procedures, but may substitute equivalent products or services produced by blind or other severely disabled persons under the provisions of this chapter. Nothing in this chapter shall be construed to require a nonprofit agency for blind or other severely disabled persons to engage in competitive bidding. (Emphasis added).

You ask whether counties, cities, school districts, and hospital districts may purchase products or services from the disabled without engaging in competitive bidding purquant to section 122.014 even under circumstances in which other statutes require them to engage in competitive bidding.

In Attorney General Opinion JM-385 (1985), we considered whether a county was required to comply with the competitive bidding procedure

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set out in the County Purchasing Act, article 2368a, V.T.C.S., before it could purchase goods or services from the disabled pursuant to section 122.014 of the Human Resources Code. Because specific statutes prevail over general statutes on the same subject, we concluded that the specific exception from competitive bidding set out in section 122.014 of the Human Resources Code prevailed over the general requirements of the County Purchasing Act when the county purchased goods or services from the disabled.

The same reasoning applies to the other political subdivisions you ask about. General statutes require cities, hospitals, and school districts to engage in compatitive bidding before they make certain purchases. V.T.C.S. art. 2368a, §2 (cities); V.T.C.S. art. 4494o, §34 (hospital districts); Educ. Code §21.901 (school districts). Those general statutes are inapplicable, however, to a situation in which one of those subdivisions purchases goods or services pursuant to section 122.014 of the Human Resources Code.

SUMMARY

General statutes that require counties, cities, hospital districts, and school districts to engage in competitive bidding in order to make certain purchases do not apply to purchases such political subdivisions make pursuant to section 122.014 of the Human Resources Code.

Very truly yours,

Jim Mattox

JIM MATTOX
Attorney General of Texas

JACK HIGHTOWER
First Assistant Attorney General

MARY KELLER
Executive Assistant Attorney General

ROBERT GRAY
Special Assistant Attorney General

RICK GILPIN
Chairman, Opinion Committee

Prepared by Sarah Woelk
Assistant Attorney General

RECEIVED MAR 03 1986

8/5/87 Council Member Eleanor Tinsley

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POPOFF:

0034

RE: PRODUCTS OR SERVICES OF DISABLED INDIVIDUALS

IN ORDER FOR SOME DISABLED AND BLIND INDIVIDUALS TO BE PRODUCTIVE MEMBERS OF OUR SOCIETY, THEY MAY NEED TO WORK IN SHELTERED WORKSHOPS. I HAVE JUST BEEN ADVISED THAT PRODUCTS OR SERVICES PRODUCED OR OFFERED BY THE BLIND AND DISABLED IN TEXAS WHO ARE WORKING IN STATE DESIGNATED NON-PROFIT WORKSHOPS CAN BE PURCHASED BY THE CITY WITHOUT COMPETITIVE BIDDING.

TEXAS INDUSTRIES FOR THE BLIND AND HANDICAPPED HAS BEEN AUTHORIZED BY THE GOVERNOR TO SERVE AS THE CLEARING HOUSE FOR APPROVING PROGRAMS AND INTERFACING BETWEEN THE WORKSHOPS AND THE GOVERNMENT ENTITIES. THEY HAVE PUBLISHED A CATALOG OF ITEMS AND SERVICES THAT MAY BE APPROPRIATE FOR CITY PURCHASES. THESE INCLUDE JANITORIAL SUPPLIES, BOOSTER CABLES, BALL POINT PENS, AS WELL AS JANITORIAL AND MAINTENANCE SERVICES. SEVERAL STATE AGENCIES, INCLUDING THE TEXAS HIGHWAY DEPARTMENT, AND LOCAL AGENCIES SUCH AS MHMR OF HARRIS COUNTY HAVE CONTRACTS WITH TEXAS INDUSTRIES FOR THE BLIND AND HANDICAPPED. THE PRICES FOR PRODUCTS AND LABOR ARE CONSISTENT WITH ESTABLISHED PRICES.

I WOULD APPRECIATE IT IF THE GENERAL SERVICES DEPARTMENT WOULD EXAMINE THE CATALOG TO SEE WHETHER THE CITY COULD PURCHASE ANY OF THESE ITEMS, AND FOR THE PERSONNEL DEPARTMENT AND THE AFFIRMATIVE ACTION DIVISION TO CONSIDER CONTRACTS FOR JANITORIAL SERVICES OR LITTER PICK UP SERVICES.

AS PER ORIGINAL 01846

RESOLUTION

0034

WHEREAS, the Harris County Commissioners' Court has been advised of the products and services produced and offered by the blind and handicapped citizens of Texas; and

WHEREAS, these products and services are marketed by the state designated non-profit organization, Texas Industries for the Blind and Handicapped; and

WHEREAS, Section 122.014 of the Human Resources Code and Attorney General's opinion JM-444 authorize political subdivisions of the state to purchase products or services produced by blind or other severely disabled persons without competitive bidding; and

WHEREAS, the Harris County Commissioners' Court wishes to express its commitment to the blind and handicapped citizens of Texas by procuring their products; now, therefore,

BE IT RESOLVED that the Harris County Purchasing Department is hereby authorized to purchase from TIBH from their published catalog where the items meet Harris County specifications and the catalog price does not exceed the current established price.

It is hereby ORDERED that this Resolution be spread upon the minutes of Commissioners Court this 26th day of May, 1987.

JON LINDSAY, County Judge

EL FRANCO LEE, Commissioner
Precinct One

JIM FONTENO, Commissioner
Precinct Two

R.Y. ECKELS, Commissioner
Precinct Three

E. A. LYONS JR., Commissioner
Precinct Four

ATTEST:

Kevin Mauzy, Deputy County Clerk
Harris County, T E X A S

#10 01847

AS PER ORIGINAL 0034

MEMORANDUM

February 3, 1988

TO: County Judge Jodie Stavinoha

FROM: Marsha P. Gaines
Tax Assessor-Collector

SUBJECT: Agenda Item

Please the following item on the February 8, 1988 Commissioners Court Agenda:

1. Presentation of October 1987 Monthly Report and the 1987 Tax Collections thru October 1987.

cc: County Commissioner Johnnie Pustka
County Commissioner Ben Denham
County Commissioner Alton Pressley
County Commissioner Bob Lutts

RECEIVED
FEB 3 1988
COUNTY JUDGE

01848

0034

AS PER ORIGINAL

MEMORANDUM

February 3, 1988

TO: County Judge Jodie Stavinoha
County Commissioner Johnnie Pustka
County Commissioner Ben Denham
County Commissioner Alton Pressley
County Commissioner Bob Lutts

FROM: Marsha P. Gaines
Tax Assessor-Collector

SUBJECT: 1987 Monthly Report and 1987 Tax Collections thru October 1987

Attached please find a copy of the October 1987 Monthly Report and a copy of 1987 Tax Collections thru October 1987.

I have placed this item on the agenda for February 8, 1988. If you have any questions please call my office.

RECEIVED
FEB 3 1988
COUNTY JUDGE

AS PER ORIGINAL 01849

0034

SUMMARY MONTHLY REPORT OF STATE AND COUNTY TAXES

COLLECTED BY MS. Marsha P. Gaines, TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY,

COUNTY CODE 079

DURING THE MONTH OF October, 1987

THE STATE OF TEXAS, COUNTY OF FORT BEND

I, MS. Marsha P. Gaines TAX ASSESSOR-COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL TAXES COLLECTED BY ME DURING THE MONTH OF october 19 87, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

STATE TAXES COLLECTED

STATE AD VALOREM PROPERTY TAX FROM ASSESSOR'S ROLL FORM 2P40-2.119 FULL PAYMENTS		$
STATE AD VALOREM PROPERTY TAX FROM ASSESSOR'S ROLL FORM 2P40-2.119 HALF PAYMENTS		
STATE AD VALOREM PROPERTY TAX, COLLECTOR'S SUPPLEMENTAL COLLECTIONS FORM 2P40-2.119 (PLUS PENALTY AND INTEREST)		
PENALTY AND INTEREST CHARGED ON CURRENT TAX ROLL COLLECTIONS FORM 2P40-2.119		
		$
INSOLVENT LISTS, INCLUDING PENALTY, INTEREST AND STATE AID	AD VALOREM (PLUS STATE AID) $	
	PENALTY AND INTEREST $	$
REDEMPTIONS, INCLUDING PENALTY, INTEREST AND STATE AID	AD VALOREM (PLUS STATE AID) $ 110.93	
	PENALTY AND INTEREST $	$
TOTAL STATE AD VALOREM TAXES		$ 110.93

STATE AD VALOREM TAXES COLLECTED SUBJECT TO 15% COLLECTION FEE $ _____ (INCLUDED IN ABOVE TOTAL)

COUNTY TAXES

Collections On	County	Drainage	LR & FC	Jr. College Rds	FFD Unl Rds	Atty Acc	Total County Taxes
Tax Rolls of 19 87 Full Payment disc	6,666,416.40 -199,977.53	748,577.50 -22,456.38	945,187.19 -28,353.39	49,095.92	11,753.97		8,170,243.68
Tax Rolls of ____ ½ Payment Backouts Posted b/In disc	19,383.30 -149.06	2,794.32 -21.36	2,978.84 -22.65	51.04			25,014.43
Supplemental Roll disc	9,141.00 -30.45	1,510.73 -3.41	1,604.51 -4.23	101.13	1,238.70		13,557.98
~~Insolvent Lists~~ Backouts disc	-24,237.75 189.44	-3,490.98 27.18	-3,825.97 29.78	-66.41	-3.74		-31,378.45
Redemptions	111,701.29	18,777.99	18,501.22	1,531.04 5.48	368.87 883.04	2,803.16 19,921.74	174,493.83
Totals	6,582,436.64	745,715.59	936,095.30	50,712.72 5.48	13,357.80 883.04	2,803.16 19,921.74	8,351,931.47

Marsha P. Gaines TAX ASSESSOR-COLLECTOR, FORT BEND COUNTY, TEXAS.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 19 DAY OF January, A.D. 1988 Diane Wilson COUNTY CLERK, FORT BEND COUNTY, TEXAS.

I, JOYCE TOMPKINS, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED QUARTERLY REPORT OF TAXES COLLECTED BY MS. KATHY NORVELL BLACK, TAX ASSESSOR COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

Joyce Tompkins COUNTY AUDITOR, FORT BEND COUNTY, TEXAS.

AS PER ORIGINAL 01850

0034

1987 TAX COLLECTIONS JANUARY - AUGUST 1987

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST
COUNTY								
Current	$ 9,918,458.76	$ 471,037.84	$ 313,120.53	$ 241,636.59	$ 278,178.01	$ 459,169.19	$	$
BO/PBI	-5,706.86	-6,782.69	-4,189.97	-442.36		-1,219.36	-5,163.44	-3,805.98
Suppl	192,858.61	21,649.45	19,248.52	41,220.14	12,736.72	28,697.43	20,264.34	13,544.60
Delq	109,452.23	139,613.42	67,786.77	106,252.75	69,450.94	47,537.97	141,292.40	391,836.79
Collect	10,215,062.74	625,518.02	394,965.85	388,667.12	360,365.67	534,185.23	156,393.30	401,575.41
Db/Mtd	10,195,726.95	600,576.49	383,538.67	372,313.28	348,053.54	526,017.32	133,326.34	338,953.75
Del Atty	19,335.79	24,941.53	11,427.18	16,353.84	12,312.13	8,167.91	23,066.96	62,621.66
DRAINAGE								
Current	1,419,740.42	67,424.57	44,827.56	34,594.96	39,814.26	65,732.75		
BO/PBI	-995.94	-1,298.81	-741.69	-72.58		-210.24	-782.60	-539.64
Suppl	26,513.58	2,084.01	2,046.41	6,463.09	2,043.60	5,350.55	4,239.51	2,498.74
Delq	20,397.37	32,578.78	14,714.88	20,354.76	14,329.30	9,660.27	22,796.95	65,099.56
Collect	1,465,655.43	100,788.55	60,847.16	61,340.23	56,187.16	80,533.33	26,253.86	67,058.66
Db/Mtd	1,402,951.64	90,255.97	55,613.83	55,175.91	51,073.87	75,436.18	20,840.82	52,087.09
Del Atty	3,057.78	4,872.19	2,063.75	2,692.96	2,149.26	1,392.75	3,222.99	9,034.20
Comm	59,646.01	5,660.39	3,169.58	3,471.36	2,964.03	3,704.40	2,190.05	5,937.37
LRFC								
Current	1,557,728.20	73,516.90	48,566.46	37,596.46	42,981.54	71,623.00		
BO/PBI	-1,006.52	-1,287.13	-781.17	-83.52		-231.09	-881.01	-693.29
Suppl	30,556.80	3,981.54	3,110.20	6,772.89	2,099.16	6,412.82	5,058.34	2,399.14
Delq	19,535.58	27,324.22	12,674.18	19,230.03	12,635.87	8,709.50	23,082.98	64,615.67
Collect	1,606,814.15	103,535.53	63,569.67	63,515.86	57,716.57	86,514.23	27,260.31	66,321.52
Db/Mtd	1,573,701.08	100,098.70	61,664.64	61,284.04	55,930.36	84,348.41	25,560.93	61,764.26
Comm	33,112.98	3,436.83	1,905.03	2,231.82	1,786.21	2,165.82	1,699.38	4,557.26
ROADS								
Suppl						.12		
Delq		1.61	1.69		195.00	1.16	.25	50.01
Collect		1.61	1.69		195.00	1.28	.25	50.01
Db/Mtd		1.29	1.35		155.02	1.01	.19	39.74
Del Atty		.24	.25		29.25	.18	.04	7.51
Comm		.08	.09		10.73	.09	.02	2.76
UNL RDS								
Suppl						.06		
Delq	163.75	467.00	494.53	190.66	382.47	278.05	580.70	1,266.68
Collect	163.75	467.00	494.53	190.66	382.47	278.11	580.70	1,266.68
Db/Mtd	127.76	364.32	385.76	148.73	298.28	221.88	452.93	987.98
Del Atty	24.55	70.01	74.17	28.59	57.39	36.74	87.11	190.02
Comm	11.44	32.67	34.60	13.34	26.80	19.49	40.66	88.68

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AS PER ORIGINAL

STATE								
Suppl		16.39				4.30		
Delq	38.08	185.34	57.16	40.00	194.85	83.28	180.65	543.41
Collect	38.08	201.73	57.16	40.00	194.85	87.58	180.65	543.41
Db/Mtd	32.38	173.94	48.60	34.00	165.59	76.74	153.53	461.89
Del Atty	5.70	27.79	8.56	6.00	29.26	10.84	27.12	81.52
TAX TOT								
Db/Mtd	13,172,539.81	791,470.71	501,252.85	488,955.96	455.676.66	686,101.54	180,334.74	454,294.71
Del Atty	22,423.82	29,911.76	13,573.91	19,081.39	14,577.29	9,608.42	26,404.22	71,934.91
Comm	92,770.43	9,129.97	5,109.30	5,716.52	4,787.77	5,889.80	3,930.11	10,586.07
Collect	13,287,734.06	830,512.44	519,936.06	513,753.87	475,041.72	701,599.76	210,669.07	536,815.69
Db/Ytd	13,172,539.81	13,964,010.52	14,465,263.37	14,954,219.33	15,409,895.99	16,095,997.53	16,276,332.27	16,730,626.98
Del Atty	22,423.82	52,335.58	65,909.49	84,990.88	99,568.17	109,176.59	135,580.81	207,515.72
Comm	92,770.43	101,900.40	107,009.70	112,726.22	117,513.99	123,403.79	127,333.90	137,919.97
Collect	13,287,734.06	14,118,246.50	14,638,182.56	15,151,936.43	15.626,978.15	16,328,577.91	16,539,246.98	17,076,062.67
BEER & LIQUOR								
State	4,018.50	3,876.00	4,693.00	5,077.75	5,818.75	5,310.50	6,365.00	5,225.00
County	3,312.50	2,500.00	4,150.00	3,367.50	5,392.50	3,547.50	4,445.00	4,317.50
Comm	274.00	259.50	328.50	355.25	381.75	350.00	423.50	327.00
Collect	7,605.00	6,635.50	9,171.50	8,800.50	11,593.00	9,208.00	11,233.50	9,869.50
Db/Ytd	3,586.50	6,346.00	10,824.50	14,547.50	20,321.50	24,219.00	29,087.50	33,732.00
Col/Ytd	7,605.00	14,240.50	23,412.00	32,212.50	43,805.50	53,013.50	64,247.00	74,116.50
HIGHWAY								
Tot/ytd								8,798,610.32
$5.00 RB								793,735.00
Comm Ern								486,063.97
Comm RB								780,422.95
Comm Pd								4,938.90
INT ERN								
Taxes	57,468.11	77,489.98	23,575.08	3,187.85	1,238.16	1,900.96	2,076.59	1,773.01
Beer&Liq	58.39	55.46	59.04	60.84	57.39	65.84	55.20	74.60
Highway	1,576.87	1,461.19	2,461.32	3,250.16	1,494.73	1,265.03	1,319.59	1,318.34
Int/Mtd	59,103.37	79,006.63	26,095.44	6,498.85	2,790.28	3,231.83	3,451.38	3,165.95
Int/Ytd	59,103.37	138,110.00	164,205.44	170,704.29	173,494.57	176,726.40	180,177.78	183,343.73

AS PER ORIGINAL 01852

1987 TAX COLLECTION

SEPTEMBER 1987 - DECEMBER 1987

	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
COUNTY				
Current		$ 6,466,438.87		
BO/PBI	-25,855.81	-4,814.07		
Suppl	7,699.65	9,110.55		
Delq	110,391.19	111,701.29		
Collect	92,235.03	6,582,436.64		
Db/Mtd	92,235.03	6,582,436.64		
DRAINAGE				
Current		726,121.12		
BO/PBI	-3,825.73	-690.84		
Suppl	1,184.69	1,507.32		
Delq	19,132.47	18,777.99		
Collect	16,491.43	745,715.59		
Db/Mtd	14,875.11	714,947.96		
Comm	1,616.32	30,767.63		
LRFC				
Current		916,833.80		
BO/PBI	-4,294.38	-840.00		
Suppl	1,425.58	1,600.28		
Delq	18,616.75	18,501.22		
Collect	15,747.95	936,095.30		
Db/Mtd	14,502.12	916,448.26		
Comm	1,245.83	19,647.04		
ROADS				
Suppl				
Delq	3.65	5.48		
Collect	3.65	5.48		
Db/Mtd	3.44	5.16		
Comm	.21	.32		
UNL RDS				
Suppl				
Delq	379.16	883.04		
Collect	379.16	883.04		
Db/Mtd	352.60	821.22		
Comm	26.56	61.82		
STATE				
Suppl				
Delq	105.29	110.93		
Collect	105.29	110.93		
Db/Mtd	105.29	110.93		

DEL ATTY	22,504.19	22,724.90
TAX TOT		
Db/Mtd	122,073.59	8,214,770.17
Del Atty	22,504.19	22,724.90
Comm	2,888.92	50,476.81
Collect	147,466.70	8,287,971.88
Db/Ytd	16,852,700.57	25,067,470.74
Del Atty	230,019.91	252,744.81
Comm	140,808.98	191,285.79
Collect	17,223,529.46	25,511,501.34
BEER & LIQUOR		
State	3,591.00	2,888.00
County	3,702.50	2,455.00
Comm	246.00	220.00
Collect	7,539.50	5,563.00
Db/Ytd	37,680.50	40,355.50
Col/Ytd	81,656.00	87,219.00
HIGHWAY		
Tot/Mtd	1,023,613.87	1,263,451.22
$5.00 RB	45,930.00	57,140.00
Comm Ern	58,641.02	73,440.71
Comm RB	44,552.10	55,425.80
Comm Pd	603.00	617.40
Tot/Ytd	9,822,224.19	11,085,675.41
$5.00 RB	839,665.00	896,805.00
Comm Ern	544,704.99	618,145.70
Comm RB	824,975.05	880,400.85
Comm Pd	5,541.90	6,159.30
INT ERN		
Taxes	2,221.69	910.89
Beer&Liq	65.35	60.36
Highway	1,434.84	1,602.53
Repos	544.00	
Int/Mtd	4,265.88	2,573.78
Int/Ytd	187,609.61	190,183.39

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

THIS CONTRACT made this 20TH day of JANUARY, 1988, by and between the FORT BEND County REPUBLICAN Party, acting by and through the Chairman of its Executive Committee, NORM MASON, hereinafter referred to as "Party," and DIANNE WILSON, County Election Officer of Fort Bend County, Texas hereinafter referred to as "Contracting Officer", and by authority of Section 31.092 (b), Texas Election Code, for the conduct and supervision of the FORT BEND County REPUBLICAN Party Primary Election on March 8, 1988.

THIS CONTRACT is subject to the written approval of the Secretary of State of Texas, and shall not be binding on the parties until such written approval is obtained.

THIS AGREEMENT is entered into inconsideration of the mutual covenants and promises hereinafter set out:

1. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and equipment:

(a) Procure and distribute all necessary election supplies, including:

(1) ballots;

(2) election kits;

(3) the party's allotment of ballot boxes and voting booths provided free by the county; and

(4) any additional ballot boxes and voting booths that may be necessary.

(b) Provide for the Spanish translation of ballots and other election documents where necessary under law.

(c) Procure all necessary voting machines and equipment, and prepare the voting machines and equipment for use . (AIS 315 Central Count)

(d) Notify election judges of the date, time, and place of the election school; arrange for a facility for holding the school; conduct such election school if it is not otherwise provided for; and otherwise instruct the judges, clerks, and other election personnel as to election procedures.

(e) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment.

(f) Publish legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.

(g) Assist in providing general overall supervision of the election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the Party who are responsible for holding the election.

REPUBLICAN PARTY

GENERAL PRIMARY ELECTION

2. COST OF SERVICE. The Party shall pay for services, supplies, and equipment in accordance with the following cost schedule:

1. Printing

   a. Paper or optically tabulated ballots (#30,000).....$ 7,200.00

   b. Spanish translation.....$ 100.00

   c. Assistance in selection of ballot style, format, and related services (itemize services to be provided):

   Formatting & lay-out of ballot style.....$ 125.00

   Ordering & proofing of ballots.....$ 75.00

   Distribution of ballots per Precinct.....$ 75.00

   Computerized combination form/V.R. list...$ 1,500.00

2. Election kits (#68) at $ 25.00 each.....$ 1,700.00

3. Preparation of voting equipment.....$ 2,250.00

   Briefly summarize preparation activity:

   Programming optical scanner board, preparing test ballots, testing of programming boards and printing of ballots

4. Central counting station costs

   a. Cost of operating Automatic tabulating Equipment/PBC/Software under 1(g) of this contract not included below. (specify type and number of units and describe operation) 2 Optical scan tabulator - 15 clerks for 8 hrs. @ $5.00 per hour

   .....$ 600.00

b. Manager.....$ 64.00

c. Tabulation Supervisor.....$ 56.00

d. Assistants to Tabulation Supervisor.....$ 96.00

described by 127.004, V.T.C.A., Election Code (give job description and compensation for each person)

2 Persons to operate

Tabulators 8 hrs. @ $6.00 per hr. each

5. Publication of Tabulation Equipment Test.....$ 25.00

6. General overall supervision of election and advisory services (briefly describe services and itemize amounts of each service)

Election schools - 2 .....$ 200.00

Preparation of ballot boxes & supplies.....$ 300.00

Distribution of boxes booths & supplies.....$ 100.00

Advisory services .....$ 100.00

Overall supervision .....$ 200.00

TOTAL GENERAL PRIMARY COST.....$14,766.00

4. GENERAL CONDITIONS.

(a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed or the place at which any function is to be carried out, or the officers to make the official canvass of the election returns, or the officer to serve as custodian of voted ballots or other election records, or any other nontransferable functions specified under 31.096 of the Texas Election Code.

(b) The Contracting Officer is the agent of the Party for purposes of contracting with third parties in respect to election expenses within the scope of the contracting officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

(c) The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Fort Bend County, Texas (and the County Judge if there is no County Treasurer).

WITNESS the following signatures and seal:

FORT BEND COUNTY REPUBLICAN PARTY

BY _____
NORM MASON, REPUBLICAN CHAIRMAN

COUNTY ELECTIONS ADMINISTRATOR

BY Dianne Wilson
DIANNE WILSON, ADMINISTRATOR

SECRETARY OF STATE

BY _____

Approved as to form:

By _____
Larry Wagenbach
Assistant District Attorney
Civil Division
Fort Bend County

#11
CC 2/28/88 01859

0034

THE STATE OF TEXAS

COUNTY OF FORT BEND

THIS CONTRACT made this 20TH day of JANUARY, 1988, by and between the FORT BEND County DEMOCRATIC Party, acting by and through the Chairman of its Executive Committee, WAYNE STARR, hereinafter referred to as "Party," and DIANNE WILSON, County Election Officer of Fort Bend County, Texas hereinafter referred to as "Contracting Officer", and by authority of Section 31.092 (b), Texas Election Code, for the conduct and supervision of the FORT BEND County DEMOCRATIC Party Primary Election on March 8, 1988.

THIS CONTRACT is subject to the written approval of the Secretary of State of Texas, and shall not be binding on the parties until such written approval is obtained.

THIS AGREEMENT is entered into inconsideration of the mutual covenants and promises hereinafter set out:

1. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and equipment:

(a) Procure and distribute all necessary election supplies, including:

(1) ballots;

(2) election kits;

(3) the party's allotment of ballot boxes and voting booths provided free by the county; and

(4) any additional ballot boxes and voting booths that may be necessary.

(b) Provide for the Spanish translation of ballots and other election documents where necessary under law.

(c) Procure all necessary voting machines and equipment, and prepare the voting machines and equipment for use . (AIS 315 Central Count)

(d) Notify election judges of the date, time, and place of the election school; arrange for a facility for holding the school; conduct such election school if it is not otherwise provided for; and otherwise instruct the judges, clerks, and other election personnel as to election procedures.

(e) Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in preparation of programs and test materials for tabulation of the ballots to be used with electronic voting equipment.

(f) Publish legal notice of the date, time, and place of the test of the electronic tabulating equipment and conduct such test.

(g) Assist in providing general overall supervision of the election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the Party who are responsible for holding the election.

DEMOCRATIC PARTY

GENERAL PRIMARY ELECTION

2. COST OF SERVICE. The Party shall pay for services, supplies, and equipment in accordance with the following cost schedule:

1. Printing

   a. Paper or optically tabulated ballots (#30,000).....$ 7,200.00

   b. Spanish translation.....$ 100.00

   c. Assistance in selection of ballot style, format, and related services (itemize services to be provided):

      Formatting & lay-out of ballot style.....$ 125.00

      Ordering & proofing of ballots.....$ 75.00

      Distribution of ballots per Precinct.....$ 75.00

      Computerized combination form/V.R. list...$ 1,500.00

2. Election kits (#68) at $ 25.00 each.....$ 1,700.00

3. Preparation of voting equipment.....$ 2,250.00

   Briefly summarize preparation activity:

   Programming optical scanner board, preparing test ballots, testing of programming boards and printing of ballots

4. Central counting station costs

   a. Cost of operating Automatic tabulating Equipment/PBC/Software under 1(g) of this contract not included below. (specify type and number of units and describe operation) 2 Optical scan tabulator - 15 clerks for 8 hrs. @ $5.00 per hour

      .....$ 600.00

b. Manager.....$ 64.00

c. Tabulation Supervisor.....$ 56.00

d. Assistants to Tabulation Supervisor.....$ 96.00

described by 127.004, V.T.C.A., Election Code (give job description and compensation for each person)

2 Persons to operate tabulators 8 hrs. @ $6.00 per hour each

5. Publication of Tabulation Equipment Test.....$ 25.00

6. General overall supervision of election and advisory services (briefly describe services and itemize amounts of each service)

Election schools - 2 .....$ 200.00

Preparation of ballot boxes & supplies.....$ 300.00

Distribution of boxes booths & supplies.....$ 100.00

Advisory services .....$ 100.00

Overall supervision .....$ 200.00

TOTAL GENERAL PRIMARY COST.....$14,766.00

4. GENERAL CONDITIONS.

(a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed or the place at which any function is to be carried out, or the officers to make the official canvass of the election returns, or the officer to serve as custodian of voted ballots or other election records, or any other nontransferable functions specified under 31.096 of the Texas Election Code.

(b) The Contracting Officer is the agent of the Party for purposes of contracting with third parties in respect to election expenses within the scope of the contracting officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.

(c) The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Fort Bend County, Texas (and the County Judge if there is no County Treasurer).

WITNESS the following signatures and seal:

FORT BEND COUNTY DEMOCRATIC PARTY

BY _____
WAYNE STARR, DEMOCRATIC CHAIRMAN

COUNTY ELECTIONS ADMINISTRATOR

BY Dianne Wilson
DIANNE WILSON, ADMINISTRATOR

SECRETARY OF STATE

BY _____

Approved as to form:

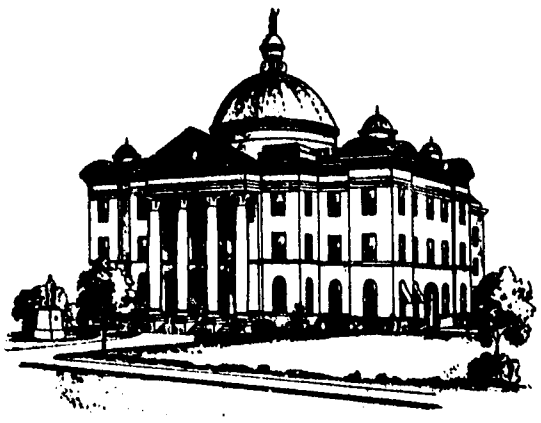
_____
Larry Wagenbach
Assistant District Attorney
Civil Division
Fort Bend County

file 12

C1864

0034

Office of
Dianne Wilson
County Clerk



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

Richmond, Texas

County of Fort Bend

February 3, 1988

Alton Pressley
Commissioner Precinct 3
1809 Eldridge Road
Sugar Land, Texas 77478

Dear Commissioner Pressley:

Per your request, my staff researched the following questions:

1. Cost to hold absentee voting for the Primary Election?

   a. County Annex building - 3 clerks per party @ $5.00 per hour, total of 6 clerks = $5,430.00

   b. Missouri City Community Center - 3 clerks per party @ $5.00 per hour, total of 6 clerks = $5,430.00

   c. Sugar Land Pct. Building - 3 clerks per party @ $5.00 per hour, total of 6 clerks = $5,430.00

   Total cost for 3 absentee voting sites: $ 16,290.00

2. Can absentee voting be held at Commissioner Precinct 3 facility on Eldridge Road? Yes, there is no law preventing this use that we or the Secretary of State's office is aware of.

3. Is the Sugar Land Community Center available for use as an absentee voting site? No, not this year.

4. Absentee voting history for the 1984 & 1986 Primary Elections?

   a. 1984 General Primary Election - Republican absentee 359
      - Democratic absentee 211
      1984 General Election absentee 4093

b. 1986 General Primary election - Republican absentee 341
- Democratic absentee 201
1986 General Election absentee 1521

c. The above absentee figures are a total of absentee by personal appearance and by mail.

Sincerely,

Dianne

Dianne Wilson
County Clerk

cc: County Judge
Commissioners 1, 2 & 4
Larry Wagenbach

Office of
Dianne Wilson
County Clerk

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

Richmond, Texas

County of Fort Bend

Alton Pressley
County Commissioner, Pct. 3
1809 Eldridge Road
Sugar Land, Texas 77478

Dear Commissioner Pressley:

Per your request, my staff researched the following questions:

1) Cost to hold absentee voting for the Primary Elections?
   a. County Annex building - 3 clerks per party @ $5 per hour total of 6 clerks = $5,430.00
   b. Missouri City Comm. Center - 3 clerks per party @ $5 per hour, total of 6 clerks = $5,430.00
   c. Sugar Land Pct. Bldg. - 3 clerks per party @ $5 per hour, total of 6 clerks = $5,430.00

   Total cost for 3 absentee voting sites: $16,290.00

2) Can absentee voting be held at Commissioner Pct. 3 facility on Eldridge Road? Yes, there is no law preventing this use that we or the Secretary of State's office is aware of.

3) Is the Sugar Land Community Center available for use as an absentee voting site? Not this year.

4) Absentee voting history for the 1984 & 1986 Primary Elections?
   a. 1984 General Primary Election - Republican absentee 359
      - Democratic absentee 211
      1984 General Election absentee 4093
   b. 1986 General Primary Election - Republican absentee 341
      - Democratic absentee 201
      1986 General Election absentee 1521
   c. The above absentee figures are a total of absentee by personal appearance and by mail.

Sincerely,

Dianne Wilson
County Clerk

#13

01867

0034

COUNTY OF FORT BEND

Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

AGENDA ITEM 2-8-88

TO: Commissioners Court of Fort Bend County, Texas

RE: Proposed Access Road to Pecan Manor Subdivision
Within Commissioner's Precinct #2

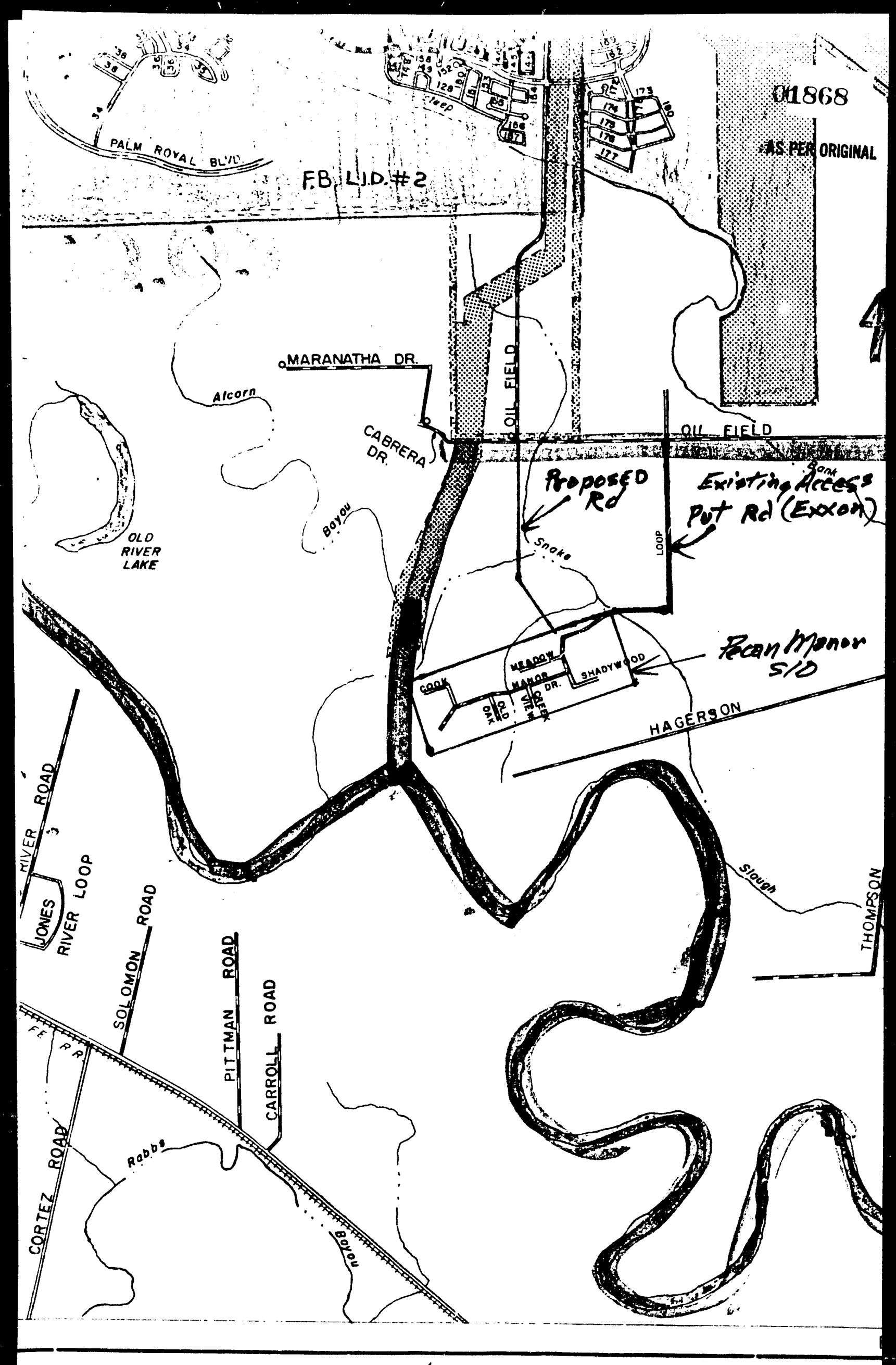
Honorable Commissioners Court:

On behalf of Commissioner Ben G. Denham and in compliance with the County's newly adopted Right-of-Way and Land Acquisition procedures, I am submitting the referenced proposal for your authorization to undertake a study of the proposed project.

Sincerely,

Ron D. Drachenberg

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


01868
AS PER ORIGINAL
PALM ROYAL BLVD.
F.B. L.I.D. #2
MARANATHA DR.
Alcorn
CABRERA DR.
OIL FIELD
OIL FIELD
Proposed Rd
Existing Access Bank Put Rd (Exxon)
Bayou
Snake
LOOP
OLD RIVER LAKE
Pecan Manor S/D
MEADOW
MANOR
DR.
SHADYWOOD
COOK
OLD OAK
VIEW
CREEK
HAGERSON
RIVER ROAD
JONES
RIVER LOOP
SOLOMON ROAD
PITTMAN ROAD
CARROLL ROAD
F.E. R.R.
CORTEZ ROAD
Rabbs
Bayou
Slough
THOMPSON

Scale 1" = 2000'

14. CONSIDER ACCEPTANCE OF A RENEWAL AMENDMENT TO LETTER OF CREDIT #I-86446 FOR LAKEWOOD ESTATES SUB. IN PRECINCT 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept renewal Letter of Credit #I-86446 for Lakewood Estates Subdivision. (Recorded in minutes in full)

15. CONSIDER APPROVAL OF PAY REQUEST #3 IN THE AMOUNT OF $23,229.08 TO DRYMALLA CONSTRUCTION & $185.83 TO CHRIS DISTEFANO & ASSOC. FOR PRCT.2 MAINTENANCE FACILITY:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to approve pay request #3 in the amount of $23,229.08 to Drymalla Construction & $185.83 to Chris DiStefano and Assoc. for Precinct 2 maintenance facility.

16. CONSIDER APPROVAL OF REPLAT OF LAKEWAY, SEC. 2, RESERVE A, PRCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve replat of Lakeway, Sec.2 Reserve A, Precinct 4. (Recorded in minutes in full)

Stanley Kucherka representing Van Sickle, Michelson & Klein discussed the replat.

17. SET DATE FOR PUBLIC HEARING FOR TEMPORARY CLOSING OF RYCADE SCHOOL RD. & HURTA RD. FOR BRIDGE REPLACEMENT, PRCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to set Public Hearing for Feb.22, 1988 at 10:00 a.m. to consider temporary closing of Rycade School Rd. & Hurta Rd. for bridge replacement, Precinct 2. (Recorded in minutes in full)

18. CONSIDER RELEASING MAINTENANCE BOND #5246912 ON SWEETWATER GOLFCART TUNNELS IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to release maintenance bond #5246912 on Sweetwater Golfcart Tunnels in Precinct 4. (Recorded in minutes in full)

19. CONSIDER APPLICATION FROM DIOCESE OF HOUSTON-GALVESTON (ST. LAWRENCE CATHOLIC CHURCH) TO INSTALL SEWER LINE & DRIVEWAY TIE-INS UNDER SWEETWATER BLVD. & AUSTIN PARKWAY IN PRECINCT 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to accept application from Diocese of Houston-Galveston to install sewer line & driveway tie-ins under Sweetwater Blvd. & Austin Parkway in Precinct 4. Check in the amount of $5,000 was presented to Commissioners Court. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE ALONG HARTLEDGE RD. IN PRECINCT 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept application from Southwestern Bell Telephone to lay cable along Hartledge Rd. in Precinct 1. (Recorded in minutes in full)

AS PER ORIGINAL (14) 01870

FIRSTCITY®

First City National Ba. . of Houston 0034

International Division, Letters of Credit Section
P.O. Box 2557 • Houston, Texas 77252
Swift Address: FCNBUS 44 A/Phone (713) 658-6722/Telex No. ITT 4620034

AMENDMENT NUMBER 01 TO
LETTER OF CREDIT NO. I-86446
IRREVOCABLE STANDBY CREDIT

DATE OF THIS AMENDMENT AUG 7, 1987

APPLICANT:
JENARD M. GROSS
1670 TRANSCO TOWER
2700 SOUTH POST OAK BLVD.
HOUSTON, TEXAS 77056

BENEFICIARY:
FORT BEND COUNTY JUDGE -
JODIE E. STAVINOHA OR HIS
SUCCESSORS
P.O. BOX 368
RICHMOND, TEXAS 77469

ADVISING BANK:
THRU:
MR. BLAINE KENNIBREW
P.O. BOX 1028
ROSENBERG, TEXAS 77471

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE MENTIONED CREDIT AND MUST BE ATTACHED THERETO.

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS

VALIDITY EXTENDED TO AUG 14, 1988

THIS LETTER OF CREDIT IS NOW AVAILABLE TO THE BENEFICIARY AGAINST PRESENTATION OF HIS SIGHT DRAFT(S) ACCOMPANIED BY:

1. ORIGINAL SIGNED AND NOTARIZED AFFIDAVIT AS INDICATED IN DOCUMENTARY REQUIREMENT NO.1.

OR

2. ORIGINAL SIGNED NOTARIZED AFFIDAVIT FROM FORT BEND COUNTY JUDGE, JODY STAVINOHA OR HIS SUCCESSOR, CERTIFYING THAT LC NO.I86446 HAS NOT BEEN RENEWED OR EXTENDED AT LEAST THIRTY DAYS PRIOR TO THE STATED EXPIRATION DATE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THE ABOVE MENTIONED CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1983 REVISION, INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE PUBLICATION NO. 400)

AUTHORIZED SIGNATURES

****

2/9 xc: 4 Commissioners
County Clerk
Neville Lancaster

AS PER ORIGINAL

01871

AGENDA ITEM
#15 0034

INVOICE FOR COURT AGENDA/ACTION:

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

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

DATE: February 8, 1988

RE:
1. CONTRACTOR'S PAYMENT APPLICATION #6
2. ARCHITECT'S SUPERVISION FEE

PROJECT: FORT BEND COUNTY COURTHOUSE ANNEX II

1. LEBCO CONSTRUCTORS, INC. : $275,305.00

2. Chris DiStefano & Assoc.,Inc. Supervision fee: $2,136.80

Chris Di Stefano
Chris DiStefano, AIA

cc: Kathy Hynson, County Treasurer

9

AS PER ORIGINAL 01872

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER: Ft. Bend County Commissioners Court
Hon. Jodie Stavinoha, County Judge
PO Box 368, Richmond, Tx. 77469

PROJECT: FT. BEND COUNTY COURTHOUSE ANNEX II

APPLICATION NO. 67 REVISED

PERIOD TO: 01/31/88

FROM (CONTRACTOR): Lebco Constructors, Inc.
PO Box 771949
Houston, Texas 77215

VIA (ARCHITECT): DiStefano Architects
2500 City West Blvd. #2010
Houston, Texas 77042

ARCHITECT'S PROJECT NO.

CONTRACT FOR:

CONTRACT DATE: July 20, 1987

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
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: LEBCO CONSTRUCTORS, INC.

By: [signature] Date: 2/5/88

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

1. ORIGINAL CONTRACT SUM ..... $ 5,265,600.00
2. Net change by Change Orders ..... $ -0-
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... $ 5,265,600.00
4. TOTAL COMPLETED & STORED TO DATE ..... $ 1,674,023.00
   (Column G on G703)
5. RETAINAGE:
   a. 5 % of Completed Work $ 83,699.00
   (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) ..... $ 83,699.00
6. TOTAL EARNED LESS RETAINAGE ..... $ 1,590,324.00
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... $ 1,315,019.00
8. CURRENT PAYMENT DUE ..... $ 275,305.00
9. BALANCE TO FINISH, PLUS RETAINAGE ..... $ 3,675,276.00
   (Line 3 less Line 6)

State of: Texas County of: Harris

Subscribed and sworn to before me this 5th day of February '88

Notary Public: Cynthia L. Dalco

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 275,305.

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Chris DiStefano Date: 2-8-88

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.

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 07

1/01/88 TO 1/31/88

AS PER ORIGINAL 01873

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
1	GENERAL CONDITIONS	177,281	74,458	12,410		86,868	49	90,413	4,343
2	TESTING LABORATORY	20,000	9,800			9,800	49	10,200	490
3	DEMOLITION	16,257	16,257			16,257	100		813
4	DIRTWORK	23,588	21,229			21,229	90	2,359	1,061
5	TERMITE TREATMENT	712		712		712	100		36
6	SITE CONCRETE	25,416						25,416	
7	ASPHALT PAVING	13,375						13,375	
8	BUILDING CONCRETE	752,430	541,750	173,059		714,809	95	37,621	35,740
9	REINFORCING	235,564	169,606	49,469		219,075	93	16,489	10,954
10	PRECAST PLANKS	16,217						16,217	
11	MASONRY	518,135		5,181		5,181	1	512,954	259
12	STRUCTURAL STEEL	128,937	108,307			108,307	84	20,630	5,415
13	CARPENTRY	16,729						16,729	
14	MILLWORK & DOORS	106,032						106,032	
15	BUILT-UP ROOFING	98,937						98,937	
16	DAMPPROOFING/FLASHING	47,793						47,793	
17	HOLLOW METAL	13,229						13,229	
18	GLASS & GLAZING	191,947	1,919			1,919	1	190,028	96
19	FINISH HARDWARE	73,000						73,000	
20	ALUM DOOR FRAMES	31,149						31,149	
21	DRYWALL	225,094						225,094	
22	LATH & PLASTER	2,911						2,911	
23	PAINTING	54,040						54,040	
24	ACCOUSTICAL CEILINGS	104,426						104,426	
25	RESILIENT FLOORING	87,263						87,263	
26	CERAMIC TILE	27,430						27,430	
27	MARBLE WORK	210,868						210,868	
28	SPRAY FIREPROOFING	4,073						4,073	
29	TOILET ACCESSORIES	10,502						10,502	
30	FLAGPOLES	2,065						2,065	
31	GRAPHICS	15,000						15,000	
32	DIRECTORY & SIGN	3,400						3,400	
33	FLOOR MATS	2,066						2,066	
34	MOVABLE PART. SHELVES	35,596						35,596	
35	APPLIANCES	4,105						4,105	
36	METAL SHELVING	5,000						5,000	
37	WIRE MESH PARTITION	1,230						1,230	
38	METAL LOUVERS	10,020						10,020	
39	FIRE EXTING./CABINET	1,743						1,743	
40	DROP BOX DOOR & FRAME	3,616						3,616	
41	FLOOR DOORS	733						733	
42	CARD ACCESS SYSTEM	14,537						14,537	
43	BLINDS	3,063						3,063	
44	PEDESTALS & BENCHES	11,101			1,665.00	1,665	15	9,436	83
45	ELEVATORS	273,882						273,882	
46	H V A C	660,343	132,069	26,413		158,482	24	501,861	7,924
47	AIR TEST & BALANCE	42,000						42,000	
48	PLUMBING	205,729	53,490	32,916		86,406	42	119,323	4,320
49	FIRE PROTECTION	103,486	5,174	42,430		47,604	46	55,882	2,380
50	ELECTRICAL	544,623	163,387	54,462-		108,925	20	435,698	5,446

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 07

1/01/88 TO 1/31/88

018874

DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
51 PROJECTION SCREEN	2,143						2,143	
52 FEES/BOND/INSURANCE	86,784	86,784			86,784	100		4,339
TOTAL COSTS	5,265,600	1,384,230	288,128	1,665	1,674,023		3,591,577	83,699
JOB TOTALS	5,265,600	1,384,230	288,128	1,665	1,674,023	32	3,591,577	83,699

17

01875

0034

****

NEWSPAPER PUBLICATION ON PUBLIC HEARING

****

FOR: Rycade School Rd
Hurta Rd

DATE: 2-22-88

TIME: 10 AM

NEWSPAPER(S) Herald - Coaster
Gulf Coast Tribune 3115 School, Needville
793-6560

BILL TO: County

#181876

AS PER ORIGINAL 0034

December 16, 1987

Karl Baker
Fort Bend County
P.O. Box 1449
Rosenberg, Texas 77471

RE: Palm Royale Construction Bonds
#5246912 and # 5247250

Enclosed are copies of the two bonds the County holds for Palm Royale construction. Even though one was misleadingly named "Sweetwater Golf Cart Tunnels," they are both actually for Palm Royale road construction. It is understood that construction and maintenance of the tunnel under the road is private and not the County's responsibility. We are requesting that you simply drop bond #5246912; this would still leave the County fully covered for construction costs of the road.

If you have any questions, please call.
Thank you for your help.

Sincerely,
Sugarland Properties Inc.

Darri Ofczarzak

Darri Ofczarzak

XC: Commissioner Lutts
wr#207

release bond
2-4-88
Karl Baker

01877

AS PER ORIGINAL

0034

BOND #524-69-12

C-09100
S-19
$5222.00
4/14/84

STATE OF TEXAS |
COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS:

THAT Sugarland Properties, Incorporated of Fort Bend County, Texas, hereinafter called the Principal, and National Surety Corporation, a Corporation existing under and by virtue of the laws of the State of Illinois and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of Chicago, State of Illinois, whose officer residing in the State of Texas, Authorized to accept service in all suits and actions brought within said State is L.A.Smith, Resident Vice-Pres., residing in the City of Dallas, Texas 75201 1802 Commerce St. hereinafter called the Surety, are held and firmly bound unto, Jodie E. Stavinoha County Judge of Fort Bend County, Texas, in the full sum of Two Hundred Ninety Thousand One Hundred Nine and no/100---------- Dollars ($290,109.00) current, lawful money of the United States of America, to be paid to Jodie E. Stavinoha, County Judge of Fort Bend County, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision (s):

Sweetwater Golf Cart Tunnels
First Colony Development

located in Fort Bend County, Texas, as per Volume(s) 607 Page(s) 101, Map Records of Fort Bend County, Texas; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Fort Bend County, Texas, as more specifically set out in Section 1 of the policies for approval of plats in Fort Bend County; same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads and streets therein shown, in accordance with the specifications set out therein, and maintain such roads and streets until such time as roads and streets have been accepted and for maintenance by the Commissioners Court of the County of Fort Bend, Texas.

It is further stipulated and understood that the approval of the map or plat of the above Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Fort Bend and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads and streets in the above named Subdivision(s) and that upon approval of the construction of said roads or streets by the County Engineer, and upon the approval of such maintenance by the County Engineer, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate himself and themselves to pay to the County Judge of Fort Bend County, State of Texas, for the use and benefit of Fort Bend County, all loss or damages to it occasioned by reason of failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads and streets in the above named Subdivision(s), and further agree, bind and obligate themselves to save and keep harmless the County of Fort Bend from any and all damages, expenses, and claims of every kind and character which the County of Fort Bend may suffer, directly or indirectly, as a result of the Principals's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads and streets in the above named Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporations, or other legal entity having the capacity to contract. The words Roads or Streets used herein mean each and every road or street in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and prpper care and repair from oompletion 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.

AS PER ORIGINAL

In the event of suit hereunder, such suit shall be brought in Fort Bend County, Texas

Executed this 15th day of November, 19 84.

ATTEST:

Secretary

SUGARLAND PROPERTIES, INCORPORATED
Principal

By: _____

NATIONAL SURETY CORPORATION
Surety

ATTORNEY IN FACT--John R. Toborg

APPROVED this _____ day of _____ 19 ____.

County Judge

APPROVED as to Form
for Fort Bend County.

William R. Mitchem
District Attorney

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Diocese of Galveston-Houston dated February 4, 1988, permit no. 80880 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

01881

AS PER ORIGINAL

Appl. # 80880

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

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

2-4-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $5000.00
Check #2237

01681A
0034

BELLFORT NATIONAL BANK
A GENUINE LOCAL BANK
P.O. Box 31699 Houston, Texas 77231 713-988-7272
Member FDIC

№ 2237

35-1526
1130

Remitter St. Laurence Parish-Loan Proceeds

Date February 4, 1988

Pay to the order of **Fort Bend County**

$**$5,000.00**

MEMBER FDIC BELLFORT NATL. BANK 5000 DOLS 00 CTS

L&D

Donna Vacha

DSV/ts

⑈002237⑈ ⑆113015267⑆ 800 0119⑈

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)

01882

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80880

0034

AS PER ORIGINAL

Formal notice is hereby given that Diocese of Galveston-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
Sweetwater Boulevard	150' South of Austin Pkwy	140'	Bored			
Sweetwater Boulevard	250' South of Austin Pkwy	60'	Bored			

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

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

General Description

CONCRETE TIE INS: SWEETWATER BLVD
& AUSTIN PARKWAY
SHEET 5

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: St. Laurence Catholic Church
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Laurence Connelly
(Signature)

NAME & TITLE Rev. Laurence Connelly, Pastor
(Please Print)

DATE: February 4, 1988
ADDRESS: 4665 Sweetwater Boulevard
(Street/P.O. Box)

Sugar Land, Texas 77479
City State Zip

TELEPHONE NO: (713) 980-9812

20 Q1883

AS PER ORIGINAL 0034

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone, Co. dated January 29, 1988, permit no. 80875 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner 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 Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

01884

AS PER ORIGINAL

Appl. # 80875

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

Karl E. Baker, P.E.

Karl E. Baker, P.E.
Assistant Engineer

2-3-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

21. CONSIDER APPLICATIONS FROM PRIME CABLE TV TO LAY CABLE UNDER OR ALONG THE FOLLOWING STREETS: WOODSTREAM BLVD., SWEETWATER BLVD., SOUTHWEST BLVD., AUSTIN PARKWAY & OLD SOUTH DRIVE IN PRCT. 4; AND LEXINGTON BLVD. & SUGAR CROSSING IN PRCT. 3:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept application from Prime Cable TV to lay cable under or along the following streets; Woodstream Blvd., Sweetwater Blvd., Southwest Blvd., Austin Parkway & Old South Drive in Prct. 4; and Lexington Blvd. & Sugar Crossing in Prct. 3. (Recorded in minutes in full)

22. CONSIDER GRANTING EXEMPTION TO COMPETITIVE BID REQUIREMENTS OF ART. 2368a.5 VATS FOR THE PURCHASE OF AN ITEM MADE NECESSARY BY UNFORESEEN DAMAGE TO PUBLIC PROPERTY FOR PRCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to grant exemption to competitive bid requirements of ART.2368a.5 VATS for the purchase of an item (replace a broken shaft of a crew-served hydraulic excavator-gradall) made necessary by unforeseen damage to public property for Prct. 3.

RECESS:

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

RECONVENE:

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

23. 1:30 P.M.-OPEN AND CONSIDER AWARDING BID FOR ONE OR MORE NEW RUBBER TIRED, WHEEL LOADER BACKHOE (#88-07):

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

A) CASE POWER & EQUIPMENT
B) EAGLE LAKE IMPLEMENT CO.
C) MUSTANG TRACTOR & EQUIPMENT
D) PRECO MACHINERY SALES
E) TOM FAIREY COMPANY
F) MILLER IMPLEMENT CO.
G) MAURITZ CO.

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 County Auditor. (Recorded in minutes in full)

25. ADJOURNMENT:

Commissioners Court adjourned at 1:45 p.m. Monday, February 8, 1988.

21

01886

AS PER ORIGINAL 0034

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Fort Bend County dated February 2, 1988, permit no. 80876 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Tutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Diachenberg
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.

01887

AS PER ORIGINAL

0034

Appl. # 80876

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

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

2-3-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

01888
AS PER ORIGINAL
0034

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80876

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Woodstream Blv.	At intersection of Sweetwater Blv.	110'	X			
Sweetwater Blv.	At intersection of Sweetbriar Blv.	110'	X			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Sweetwater Blv.	100' north of Woodstream Blv.	North side of Sweetbriar Blv.	1300'

General Description

Direct bury 1/2" and/or 3/4" CATV cable at a depth of 24". Road bores will be dry bores of 2" in diameter, 24" below bottom edge of road slab and will be sleeved with 2" sch. 40 PVC.

The location and description of the proposed installation and appurtenances is [illegible] shown on the attached plans and drawings. (Plans and drawings of [illegible] and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Raymond Searcy
(Signature)

NAME & TITLE Ray Searcy, System Eng.
(Please Print)

DATE: February 2, 1988
ADDRESS: 8020 Hwy 90-A P.O. Box 813
(Street/P.O. Box)

Sugar Land, Texas 77478
City State Zip
TELEPHONE NO: (713) 242-3800

21

AS PER ORIGINAL

01889

0034

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Fort Bend County dated February 2, 1988, permit no. 80877 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

AS PER ORIGINAL 01890

Appl. # 80877

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

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

2.3.88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

01891

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. _____

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Sweetwater Blv.	At intersection of Austin Parkway	110'	X			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Sweetwater Blv.	Beginning at Intersec. of Austin Parkway	~~500' south of~~ Austin Parkway	500'
Austin Parkway	At intersection of Sweetwater Blv.	1300' southwest of Sweetwater Blv.	1300'

General Description

Direct bury of 1/2" and/or 3/4" CATV cable at a depth of 24". Road bores will be dry bores of 2" in diameter, 24" below bottom edge of road slab and will be sleeved with 2" sch. 40 PVC.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of [illegible] and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1549
Rosenberg, Texas 77471
(713) 342-3063

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

COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Raymond Searcy
(Signature)

NAME & TITLE Ray Searcy, System Eng.
(Please Print)

DATE: February 2, 1988
ADDRESS: 8020 Hwy 90-A P.O. Box 813
(Street/P.O. Box)

Sugar Land, Texas 77478
City State Zip
TELEPHONE NO: (713) 242-3800

21

01892

Policy No. --

Bond No. 73

0034

PERPETUAL 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 Prime Cable of Fort Bend L.P., as principal, and Lloyd's, U.S. as surety, are held and firmly bound unto FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, in the penal sum of One Hundred Fifty Thousand and 00/100 DOLLARS (150,000.00), lawful currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators and successors jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, construction, maintaining and/or repairing one or more cables conduits and/or pole lines 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 _____, at Page _____, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a perpetual bond covering all such cable, conduit and/or pole line 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 default on the part of said principal, then this obligation shall be null and void otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend County deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 29th day of January, 19 88.

Prime Cable of Fort Bend L.P.
PRINCIPAL

BY Treasurer

Lloyd's, U.S.
SURETY

BY

01893

Lloyd's, U.S.

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE CORPORATION OF LLOYD'S, a corporation duly organized under the laws of the State of Texas, and having its head office in the City of Dallas, County of Dallas, Texas, Attorney-in-Fact for the Underwriters at LLOYD'S, U.S., hath made, constituted and appointed, and does by these presents make, constitute and appoint

LANNY W. LAND

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, execute and acknowledge, by his/her sole signature and act, any and all bonds, recognizance, contracts of indemnity, policies of insurance and all other writings obligatory in the nature of a bond, recognizance, insurance, or conditional undertaking, and any and all consents incidents thereto

and to bind the CORPORATION OF LLOYD'S, Attorney-in-Fact for the Underwriters at LLOYD'S, U.S., thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the CORPORATION OF LLOYD'S, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Corporation which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, President, Vice President, Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Corporation and may give any such appointee authority to sign with the Corporation's name and seal with the Corporation's seal bonds, recognizances, contracts of indemnity, policies of insurance, and other writings obligatory in the nature of a bond, recognizances, policy of insurance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him/her.

VOTED: That any bond, recognizance, contract of indemnity, policy of insurance, or writing obligatory in the nature of a bond, recognizance, policy of insurance, or conditional undertaking shall be valid and binding upon the Corporation when (a) signed by the Chairman, the President, a Vice President, or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Corporation's seal by a Secretary or Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority as such Resident Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of the CORPORATION OF LLOYD'S which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, President, Vice President, Secretary, and the seal of the Corporation may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the CORPORATION OF LLOYD'S has caused this instrument to be signed by its President James W. Howard and its corporate seal to be affixed this Twenty-fifth day of February, 19 86.

CORPORATION OF LLOYD'S

By James W. Howard

Title President

State of Texas
County of Dallas

On this 25th day of February, 19 86, before me personally came James W. Howard to me known, who, being by me sworn, did depose and say: that he/she is President of CORPORATION OF LLOYD'S, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.

Patricia S. Miller

My Commission expires 11-15-89 Notary Public

CERTIFICATE

I, the undersigned, Secretary of CORPORATION OF LLOYD'S, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Head Office of the Corporation, in the City of Dallas, State of Texas Dated this 29TH day of January, 19 88

By Robert E. Davis

Title: Secretary

PRINCIPAL

David Smith

BY Treasurer

Lloyd's, U.S.

SURETY

BY

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Fort Bend County dated February 2, 1988, permit no. 80878 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Losler
Deputy

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

AS PER ORIGINAL

01895

Appl. # 80878

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

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

2-3-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

(To be Submitted in Quintuplicate)

01896

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 3

PERMIT NO. 80878

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Lexington BLV.	700' west of Riverbend Crossing	110'	X			
Sugar Crossing	15' north of Lexington Blv.	110'	X			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Lexington Blv.	North side of lexington Blv. 700' west of Riverbend Crossing	50' west of Oyster Creek	1547'
Lexington Blv.	Oyster Creek Bridge Attachment		

General Description

Direct bury of 1/2" and/or 3/4" CATV cables by either plowing or trenching. Road bores will be dry bores sleeved with 2" schedule 40 PVC. Use of the existing hardware is requested to attach to the Oyster Creek Bridge. A 2" PVC conduit will be added to the existing hangers.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3037

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

COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Ray Searcy
(Signature)

NAME & TITLE Ray Searcy, System Eng.
(Please Print)

DATE: February 2, 1988

ADDRESS: 8020 Hwy 90-A P.O. Box 813
(Street/P.O. Box)

Sugar Land, Texas 77478
City State Zip

TELEPHONE NO: (713) 242-3800

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 8th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Fort Bend County dated February 2, 1988, permit no. 80879 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

AS PER ORIGINAL 01898

0034

Appl. # 80879

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

Karl E. Baker, P.E.

Karl E. Baker, P.E.
Assistant Engineer

2-3-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

01899

AS PER ORIGINAL

0034

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 80872

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

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

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Old South Drive	600' north of Country Squire Drive	150' north of Apt. entrance	300'

General Description

Direct bury 1/2" and 3/4" CATV cables along Old South Dr. The entrance to the Greenhouse Patio Apts. will be dry bored and sleeved with 2" schedule 40 PVC.

The location and description of the proposed installation and appurtenances is [illegible] on the attached plans and drawings. (Plans and drawings of [illegible] and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Ray Searcy
(Signature)

NAME & TITLE Ray Searcy, System Eng.
(Please Print)

DATE: February 2, 1988
ADDRESS: 8020 Hwy 90-A P.O. Box 813
(Street/P.O. Box)

Sugar Land, Texas 77478
City State Zip
TELEPHONE NO: (713) 242-3800

01900

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW RUBBER TIRED, WHEEL LOADER BACKHOE AS PER ORIGINAL

BID NUMBER: 88-07

0034

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$category

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	
BADO EQUIPMENT CO., INC.	
BOETTCHER-HLAVINKA CO.	
BOMAG	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT ✓	24,686.00
CONLEY-LOTT NICHOLS MACHINERY	
D & S TRUCK PARTS & REPAIR	
DIVERSIFIED EQUIPMENT	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC. ✓	23,451.00 (~~[illegible]~~)
EL CAMPO EQUIPMENT CO., INC.	
FT BEND CHAMBER OF COMMERCE 1	
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.	
MOTOR TRUCK EQUIPMENT CORP.	
MUSTANG TRACTOR & EQUIPMENT CO ✓	40,115.00
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC. ✓	24,995.00
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	
ROSENBERG/RICHMOND CHAMBER - 2	
SHOPPA FARM SUPPLY CO.	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
THE R.J. MILLER CO., INC.	
TOM FAIREY COMPANY ✓	24,982.48
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	
MILLER Implement Co ✓	22,500 (~~[illegible]~~)
Mauritz Co ✓	25,695.00

#24

01901

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1988 .

0034

AS PER ORIGINAL

On this the 8th day of February, 1988 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: 2-8-88

Time Reconvened: _____

Time Adjourned or Recessed: 1:45

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 28, 19 88.

STARTING WITH
FILM CODE NO. 88vol34pg. 01761

ENDING WITH
FILM CODE NO. 88vol.34pg 01901

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 28 DAY OF MARCH, 19 88.

STARTING WITH VOLUME NUMER 34 PAGE NUMBER 01904.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 15, 1988
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 8, 1988.

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. Wilbur Smith & Associates, re: presentation of Hull Airport feasibility study to Commissioners Court & Sugar Land City Council.

7. Mr. Val Gause, re: petition regarding Hull Airport.

8. Mr. Dennis McAfee, Chief Juvenile Probation Officer, re: request approval of 2 new grants and 2 continuing grants to H-GAC.

9. Consider approval of telephone system for Juvenile Probation Dept.

10. Consider approval of reserve deputy Charles Lindemann including bond & oath, and approve bond & oath for Charles Sprayberry, Prct. 1 Constable's office.

11. Consider approval of invoice in the amount of $275,305 to Lebco Constructors Inc. and $2,136.80 to Chris DiStefano for Courthouse Annex II project.

12. Consider approving extension of contract with Philadelphia American Life Ins., to 12-31-88, for life, medical & dental coverage for County employees.

13. Accept & rebudget check in the amount of $171.60 for Prct. 2 Road & Bridge.

14. 10:00 a.m. - Hold public hearing on abandonment of a portion of Oilfield Rd. & accepting dedication of Commonwealth Blvd. in Prct. 4 and consider taking action.

15. Consider approving payment for Rabbs Bayou drainage easements.

16. Consider platting for Commonwealth Park, Sec. 2, Prct. 4.

17. Consider application from Jehovah's Witnesses Assembly Hall to open-cut a sewer line under West Fairgrounds Rd. in Prct. 1.

18. Consider application from Southwestern Bell Telephone to lay cable under Coon Creek in Prct. 2.

19. Consider application from Chevron Pipeline to lay a crude oil pipeline open-cut under Mustang Bayou in Prct. 2.

20. Consider application from Scholfield Constructors Inc. to lay a concrete sidewalk along Mason Rd. and concrete on esplanades & corners across Peek, E.W.Cinco, Fry, & Mason Roads in Prct. 3.

21. Consider application from Irrigation Group to install an irrigation system under/along Mason Rd. & Taylor Bend in Prct. 3.

22. Consider application from Uticon to install water & sewer lines under/along Burney Rd., Voss Rd. & Voss Rd. Ditch in Prct. 3.

23. Authorize Engineering Dept. to undertake a drainage study for Providence Rd. in Prct. 1.

24. Consider taking action on expiring Letters of Credit for Grand Mission, Sec. 1 & 2, in Prct. 3.

25. Consider accepting renewal Letters of Credit for Bradford on the Bend, Sec. 1, & Weston Lakes, Sec. 5 & 6, in Prct. 4.

26. Authorize advertising for bids for the rental of work uniforms for County Employees.

27. Take action on bid for one or more new rubber tired, wheel loader backhoe (#88-07).

28. Consider approval of interlocal agreement with Calhoun County for the housing of juveniles.

29. Meet in Closed Session to discuss personnel matters (interview telephone consultant), as authorized by Art. 6252-17, Sec. 2(g), V.T.C.S. and consider taking action.

30. 1:30 p.m. - Open and consider bids for the following: (1) Printing of election ballots (#88-08); (2) Track job on caterpillar D6C dozer, S#10K11980 (#88-09).

31. Approve bills.

32. Adjournment TIME 2:50 A.M. P.M.

FILED FOR RECORD

FEB 11 1988

Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha, County Judge

I certify that this agenda was posted on the bulletin board, County Courthouse and glass panels, Courthouse Annex, Richmond, Texas on Thursday, February 11, 1988 at 3:00 p.m. by N. Hurley.

12:04

REGULAR SESSION

BE IT REMEMBERED That on this 15TH day of FEBRUARY, 1988 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 8, 1988:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of February 8, 1988.

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 for JUSTICE OF PEACE #1, COUNTY JUDGE, DATA PROCESSING, PERSONNEL and COUNTY EXTENSION SERVICE. (Recorded in minutes in full)

5. REVIEW FEE OFFICERS' MONTHLY REPORTS:

   Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Fee Officers' Monthly reports as presented. (Recorded in minutes in full)

6. WILBUR SMITH & ASSOCIATES, RE: PRESENTATION OF HULL AIRPORT FEASIBILITY STUDY TO COMMISSIONERS COURT & SUGAR LAND CITY COUNCIL:

   Mike McAneely representing Wilbur & Associates presented a feasibility study of Hull Airport.

   Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept report as presented and authorize payment of $30,000 for the study. Funds to come from a grant ($27,000) and $3,000 from General Fund, Fees & Service.

4
01906

0034

RECEIVED
FEB 9 1988
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Pamela W. Terry

Period: Date of Departure Tuesday 2/16/88 - 10 a.m.

Date of Return Thursday, 2/18/88 - 9 p.m.

Purpose of Trip: To attend Family Community Leadership Training

Places to be Visited: Piney Woods Conservation Center

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

Name

February 2, 1988
Date

County Extension Agent-Agriculture
Title

* *

Approved: Commissioners' Court

County Judge

2-15-88
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 9 1988
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 Selleh

Period: Date of Departure March 9, 1988

Date of Return March 11, 1988

Purpose of Trip: Attend seminar on Public Management Institute in Austin, Texas

Places to be Visited: Austin, Texas

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

Richard Selleh
Name

2-08-88
Date

Personnel Director
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2-15-88
Date

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

01908

0034

COUNTY OF FORT BEND

RECEIVED FEB 9 1988 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:

Connie Heinecke

Period: Date of Departure June 15, 1988

Date of Return June 15, 1988

Purpose of Trip: Attend Seminar "NEW TEXAS NOTARY LAW"

Places to be Visited: Holiday Inn Crowne Plaza, Houston, Tx

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

Charles W. Miller (Charles W. Miller 2/2/88)
Name

February 9, 1988
Date

Director of Data Processing
Title

funds available in '88 budget

* *

Approved: Commissioners' Court

County Judge

2-15-88
Date

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

01909

AS PER ORIGINAL

0034

RECEIVED
FEB 9 1988
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:

Carol Holub

Period: Date of Departure March 21, 1988

Date of Return March 21, 1988

Purpose of Trip: Attend Seminar "INTERVIEWING PEOPLE"

Places to be Visited: Marriott by the Galleria, Houston, Tx

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

Charles W. Miller/[signature]
Name

February 9, 1988
Date

Director of Data Processing
Title

Funds available in '88 budget

* *

Approved: Commissioners' Court

[signature]
County Judge

2-15-88
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, 1988

Date of Return February 19, 1988

Purpose of Trip: Emergency Management Conference, Austin, Texas

Places to be Visited: Austin, Texas

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

Name

2-12-88
Date

COUNTY JUDGE
Title

* *

Approved: Commissioners' Court

County Judge

2-15-88
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 25, 1988

Date of Return February 26, 1988

Purpose of Trip: Municipal Solid Waste Management & Resource Recovery Advisory Council Meeting

Places to be Visited: Austin, Texas

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

J. Stavinoha
Name

Date

COUNTY JUDGE
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

J. Stavinoha
Date
2-15-88

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

C1912

RECEIVED
FEB 12 1988
COUNTY JUDGE

0034

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 2-29-88

Date of Return 3-04-88

Purpose of Trip: J. P. School

Places to be Visited: Austin, Texas

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

Name

2-10-88
Date

J. P. #1
Title

* *

Approved: Commissioners' Court

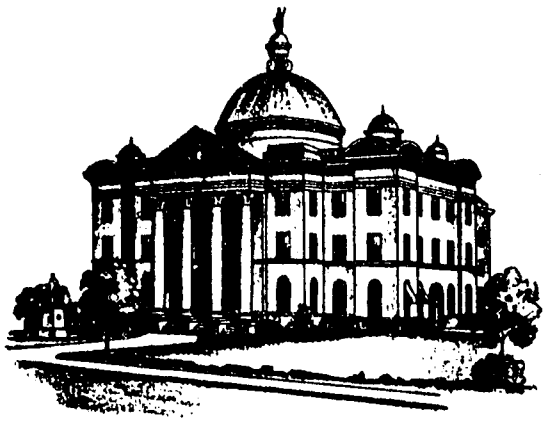
County Judge

2-15-88
Date

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

#5 01913

0034



JOYCE TOMPKINS

COUNTY AUDITOR

STATE OF TEXAS COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

January 29, 1988

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, 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 breakdown of the fees paid by the Tax Collector in December is attached to this letter:

The following is the criminal and civil case report for the JPs for the month of December, 1987:

JP	# OF CASES:	New	Old	Dismissed	Paid	Open	Civil Cases Filed
JP 1	Geick	348	2,569	112	246	2,559	30
JP2-1	Molina	422	596	283	233	502	50
JP2-2	Fredrickson	434	677	83	288	740	4
JP3	Stahl	119	1,935	176	86	1,792	50
JP4	Adolphus	352	2,437	70	129	2,590	33

Quarterly Audits were conducted which included internal controls on all Fee Officers except the District Attorney Bad Check Division. Nothing material was brought to our attention, however we did make some suggestions and recommendations were made to strengthen some areas of weakness especially with regard to payments received through the mail and we emphasized the importance of logging the total contents of safes on the Safe Liability Log.

Cash Counts were conducted in all departments except the Tax Office and the District Attorney DA Bad Check Division. All cash counts balanced.

2/15/88

We recommend that these reports be approved subject to completion 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 December, 1987 be approved as recommended by the County Auditor in her letter of January 29, 1988.

Jodie Stavinoha, County Judge
Sam Dick, District Attorney
Dianne Wilson, County Clerk
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
Dave Roden, Constable Pct. 1
W.C. Todd, Constable Pct. 2
Robert Parker, Constable Pct. 3
Richard P. Pring, Constable Pct. 4

Yours very truly,

Joyce

Joyce Tompkins,
County Auditor

JT:DM:dm

FEE OFFICERS REPORT TO COMMISSIONERS COURT
JANUARY 1988

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS*	TOTAL COLLECTED
County Clerk	Civil	83,612.94				
	Criminal	51,671.50	93,152.79	24,142.65	17,989.00	135,284.44
District Clerk	Civil	20,953.22				
	Criminal	1,048.50	35,622.02	4,059.00	18,397.25	58,078.27
Tax Collector	See Letter	210,583.90	210,583.90			210,583.90
District Atty.***	Bad Check Fees	3,959.75			3,959.75	3,959.75
Sheriff	Criminal	15,730.50	3,206.50		12,524.00	15,730.50
J.P. #1	Civil	1,253.00				
	Criminal	16,473.50	14,612.50		3,114.00	17,726.50
J.P. #2-1	Civil	2,385.00				
	Criminal	14,248.95	14,323.95		2,310.00	16,633.95
J.P. #2-2	Civil	134.00				
	Criminal	1,845.00	15,590.50		3,001.00	18,591.50
J.P. #3	Civil	3,098.05				
	Criminal	3,459.30	5,435.37		1,121.98	6,557.35
J.P. #4	Civil	1,266.00				
	Criminal	8,952.90	8,865.90		1,353.00	10,218.90
Constable #1	Civil	13,806.56	2,006.89		11,799.67	13,806.56
Constable #2	Civil	2,563.00			2,563.00	2,563.00
Constable #3	Civil	6,015.00	5,970.00		45.00	6,015.00
Constable #4	Civil	2,384.00	1,910.26		473.74	2,384.00
TOTAL		465,444.57	411,280.58	28,201.65	78,651.39	518,133.62

* 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.

F B COUNTY TAX/COLLECTOR DECEMBER 1987 FEES & INTEREST

OCT 1987 HIGHWAY FFEES..... $59,260.21

TOTAL HIGHWAY FEES_____ $59,260.21

PROPERTY TAX COMMISSIONS
OCTOBER 1987.. $23,823.34
NOV 1987..... $11,044.62
DEC 1987..... $107.65

TOTAL COMMISSIONS_____ $34,975.61

TAX CERTIFICATES -OCTOBER 1987 $480.00
MUD CERTIFICATES - $0.00

TOTAL COMMISSIONS_____ $480.00

ROAD AND BRIDGE - $55,425.80

TOTAL ROAD & BRIDGE_____ $55,425.80

TITLES - MOTOR VEHICLES..... $10,900.00

TOTAL TITLES_____ $10,900.00

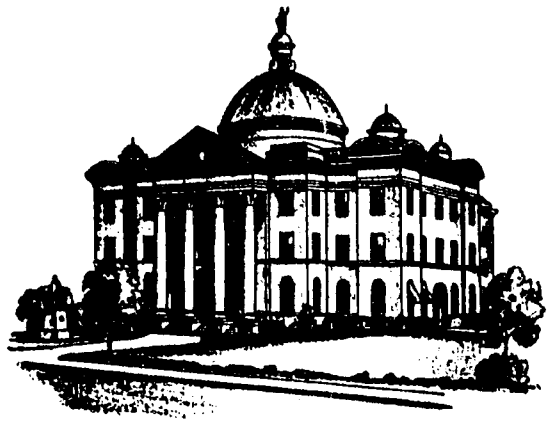
BEER AND LIQUOR - NOV 1987..... $4,812.75

TOTAL BEER & LIQUOR_____ $4,812.75

INTEREST EARNED - NOV 1987..... $0.00
REPO INVESTMENTS..... $44,729.53

TOTAL INTEREST_____ $44,729.53

GRAND TOTAL FEES_____ $210,583.90
==========



JOYCE TOMPKINS

COUNTY AUDITOR

COUNTY OF FORT BEND

P. O. DRAWER 549
RICHMOND, TEXAS
77469

January 29, 1988

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, 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 December, 1987 be approved as recommended by the County Auditor in her letter of January 29, 1988.

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
Jeanette L. Hartfiel, Fairgrounds Secretary
A. E. "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Ronald Drachenberg, Interim County Engineer
Mary Lynn Chesshire, Bail Bond Board

Yours very truly,

Joyce Tompkins,
County Auditor

AUDITOR'S FORM 1054

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

JANUARY 1988

CHILD SUPPORT	2,820.00
HEALTH AND SANITATION	1,527.00
AMBULANCE	7,162.14
ANIMAL CONTROL	1,263.50
SANITARY LANDFILL	129,107.07
LIBRARIES	4,213.69
INDIGENT CARE	70.00
FAIRGROUNDS	4,008.00
ADULT PROBATION (FUND 99)	54,068.20
JUVENILE PROBATION	4,521.00
COUNTY ENGINEERING	720.00
BAIL BOND BOARD	0.00
TOTAL FOR THE MONTH	209,480.60

AGENDA ITEM 6

Wilbur Smith and Associates

INVOICE NO. 01919

908 Town & Country Blvd.
Suite 400
Houston, Texas 77024

PROJECT NO.	DIVISION NO.
243220	801

February 9, 1988

0034

"AS PER ORIGINAL"

INVOICE TO

Fort Bend County, Texas
Post Office Box 368
Richmond, Texas 77469

Attention: The Honorable Jodie E. Stavinoha
Fort Bend County Judge

PLEASE REMIT TO:
WILBUR SMITH AND ASSOCIATES
DEPT. 0613
COLUMBIA, S.C. 29227-0613

NET DUE UPON RECEIPT OF INVOICE.

For professional services relative to Fort Bend County Airport Feasibility Project: Contract dated August 24, 1987.

Fee	$30,000.00
Percentage of Completion	100%
Amount Due	$30,000.00
Less Amount Previously Invoiced	0
Amount Due This Invoice	$30,000.00

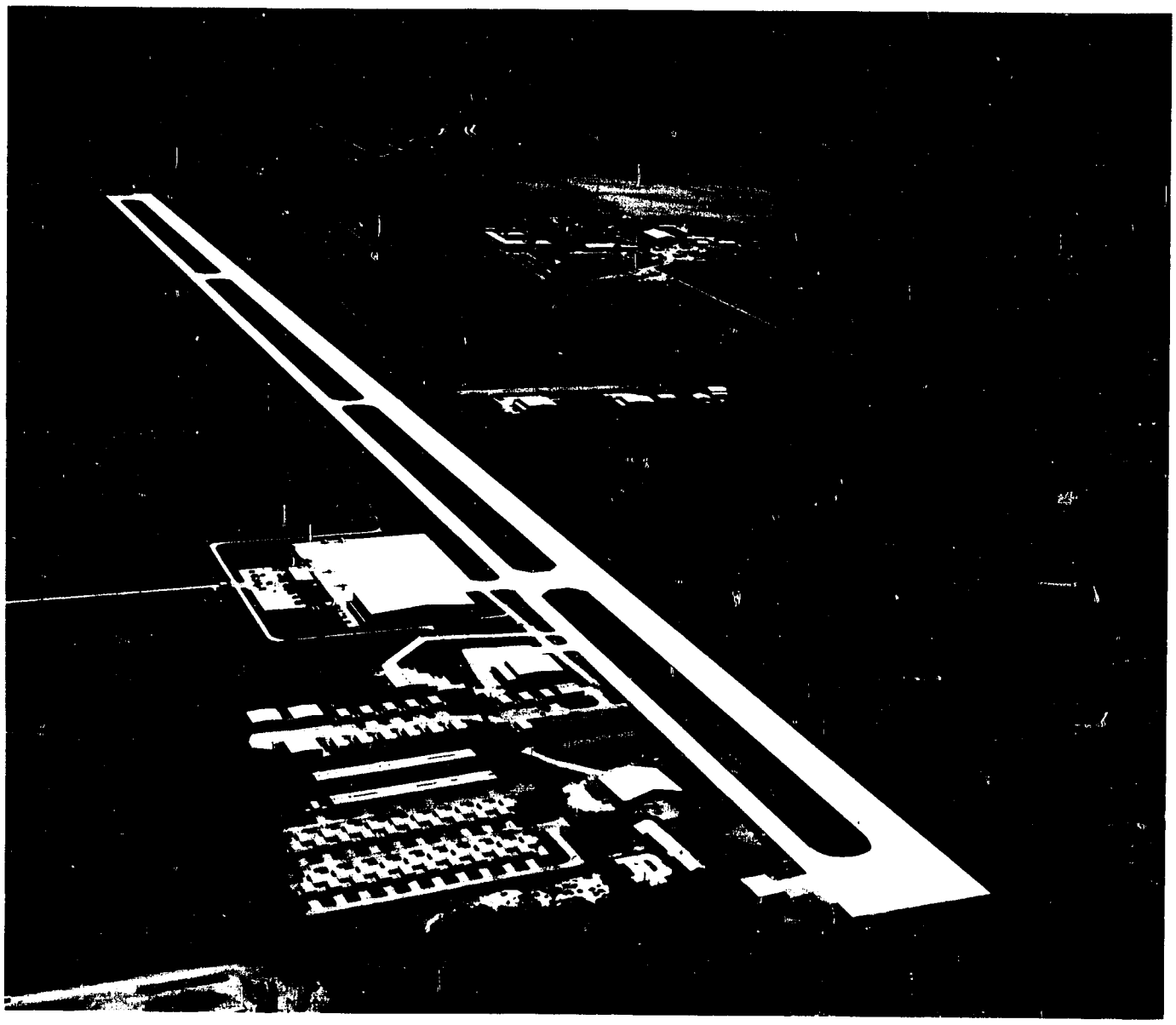
"Certified true and correct to the best of my knowledge and payment has not been received."

E. L. Walker

E. L. Walker, Jr., P.E.
Regional Vice President

RECEIVED
FEB 10
COUNTY JUDGE

ORIGINAL INVOICE



HULL AIRPORT 1988

Aerial photograph looking southwest showing Hull Airport runway 17-35, terminal, hangars and access roadways.

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Feasibility Study of the Acquisition of Hull Airport

Fort Bend County, Texas

Fort Bend County
Commissioners Court

January, 1988

Wilbur Smith Associates
Consulting Engineers and Planners

WILBUR
SMITH
ASSOCIATES
ENGINEERS • PLANNERS

908 TOWN AND COUNTRY BLVD.—SUITE 400 • HOUSTON, TX • 77024 • (713) 465-7800 • TELEX 573439

January 15, 1988

The Honorable Jodie E. Stavinoha
Fort Bend County Judge
Post Office Box 368
Richmond, Texas 77469

Dear Judge Stavinoha:

We are pleased to submit our final report entitled: Feasibility Study of the Acquisition of Hull Airport, Fort Bend County, Texas, which was prepared in accord with an Agreement dated August 24, 1987.

This report provides a documentation of our examination of the existing financial, operational and physical characteristics of Hull Airport. Based on this factual assessment, we have developed our findings and recommendations for consideration. Importantly, we find that it would be in the public interest for Fort Bend County to acquire Hull Airport based on our determination that it would be a feasible project. We have clearly stated the basic assumptions concerning the proposed purchase of AIP-eligible items, provided that a 90% grant from FAA is obtained and a 10% contribution is made by the owner of Hull Airport.

We appreciate the opportunity to provide professional services for this important program for Fort Bend County. I also wish to acknowledge the cooperation and assistance received by our Project Manager, Michael D. McAnelly, throughout the duration of this study. We trust the recommendations will provide a basis for the implementation of the aviation program.

Respectfully submitted,

E. L. Walker, Jr.

E. L. Walker, Jr., P.E.
Vice President

EXECUTIVE SUMMARY

The Commissioners Court of Fort Bend County, Texas is considering the potential acquisition of Hull Airport, an existing privately owned, open to the public, general aviation airport that is the aviation gateway to Fort Bend County and southwest Houston. The Commissioners Court contracted with Wilbur Smith Associates, Inc., an engineering and planning consulting firm based in Houston, to perform this feasibility study of the proposed airport acquisition. Results of the feasibility study are summarized as follows:

- **Hull Airport** is an important business and corporate aviation facility that also serves as a reliever airport for Houston's William P. Hobby Airport, and performs an important role in the regional airport system that serves the Texas Gulf Coast Region.

- **Economically,** the annual impact of Hull Airport on the region amounts to $6.2 million of "direct" expenditures at the airport, and $3.4 million of "indirect" expenditures by air travelers using the airport. Added to these direct and indirect impacts are the "induced" or "multiplier" impact that amounts to $31.4 million annually. Therefore, Hull Airport is estimated to result in **total annual economic impact of about <u>$41 million</u>**, based on 1987 constant dollars.

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- In terms of **employment,** Hull Airport creates about <u>400 jobs</u> in the Houston-Galveston region.

- Important **basic assumptions** used in the feasibility study are listed on pages 48-50 of the report.

- If the Fort Bend County Commissioners Court decides to purchase Hull Airport, then the county could apply to the Federal Aviation Administration (FAA) for an **Airport Improvements Program (AIP) grant** for 90 percent of the acquisition cost.

- The 10 percent local matching share needed by Fort Bend County could be obtained by a **donation** from the owner of Hull Airport. A written commitment of this donation should be obtained in advance of the FAA grant request.

- The purchase agreement should be determined by **appraisals and negotiations** between the county and airport owner. The estimated acquisition cost used in this feasibility study is $17.0 million based on the land value as appraised by the Fort Bend Central Appraisal District and estimated replacement cost for the airfield facilities to be purchased. The actual cost should be determined by two independent appraisals performed by MAI qualified appraisers.

- **Annual Income** to Fort Bend County resulting from the acquisition and operation of Hull Airport is estimated to average $108,000 during the first five years of operation, $120,000 in years 6-11, and $150,000 during years 11-20.

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- Total annual income and property tax revenues accruing to Fort Bend County with the proposed public ownership and operation of the airport are estimated to **exceed** the annual amount of property taxes levied on the privately owned airport in recent years.

Acquisition of Hull Airport by Fort Bend County is considered to be **feasible** based on the results of the economic analyses of projected airport activity and the estimated financial performance findings that are documented in this report.

A **recommended** general approach to the financial and management aspects of the airport acquisition and operation is presented for consideration by Fort Bend County Commissioners Court. Proposed ownership and management of Hull Airport by Fort Bend County will ensure a viable, ongoing and progressive airport facility to serve the needs of the public.

The **next step** is for the Commissioners Court to decide whether Fort Bend County will proceed with the proposed acquisition. If approved, a grant application should then be submitted to the FAA requesting AIP funds for the project. Appraisals and negotiations with the airport owner would follow. Further, it is recommended that Fort Bend County have an Airport Master Plan prepared, in cooperation with the FAA, to determine a plan for future development of Hull Airport.

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Chapter 1
INTRODUCTION

This report documents the findings resulting from a feasibility study of the potential acquisition of Hull Airport by Fort Bend County for their operational use as a publicly owned, general aviation airport. The potential future use of the airport by a commuter airline is also addressed. The study was designed to accomplish the following objectives:

- Review pertinent issues, concerns, goals and objectives;
- Review available relevant information;
- Estimate Hull Airport's economic value and financial performance;
- Determine the economic impact of Hull Airport as a publicly owned airport;
- Develop a recommended plan for consideration by Commissioners Court of Fort Bend County, which is based on consideration of the financial viability, economic impacts and ownership options; and,
- Prepare a study report that documents the feasibility study recommendations for action by Fort Bend County.

Financial and Economic Assessment

The feasibility study assesses the viability of Fort Bend County's purchasing Hull Airport and provides the data needed for decisions to be made by the Fort Bend County Commissioners Court and the Federal Aviation Administration (FAA). The feasibility of Fort Bend County acquiring Hull Airport is affected by airport user demands, activity levels, user fees, construction and operating costs, inflation levels, legislative and regulatory requirements, and a variety of other factors that determine the financial performance and economic value of the airport.

Projections of estimated airport revenues and expenses including debt service and operating costs are presented. Economic impacts of Hull Airport are estimated with regard to the benefits derived from potential new or expanded business and/or industry, increased retail sales, and aviation-related taxes. The major benefit of a community general aviation and commuter airport lies in the realm of business and industry attraction. Time savings accruing to businesses and the general public who would otherwise have to travel by ground transportation and use other airports are also important benefits.

Importance of Financial Planning

The financial feasibility aspects of airport ownership and operation should be given careful consideration. The revenue-producing capability of general aviation airports is often limited, and only modest amounts of Federal aid are available for such projects. Prudent financial planning requires a hard look at the airport's capability to produce revenues and careful consideration of sources of capital funds at the local and federal levels. Revenues and capital limitations must be considered in planning of the project.

Economic Importance of Hull Airport to the Region

The economic value of Hull Airport to the community is a factor in the ability to raise local capital funds, especially if tax monies are required. A survey of the aviation-related businesses was conducted to define Hull Airport's economic contribution to the region.

Local citizens do not always realize that their airport is a valuable financial asset. This study documents facts and figures about the cost of various alternatives, combinations of capital available, revenues from the facility, and general economic benefits that accrue to the region as a result of Hull Airport.

Financial Feasibility

This feasibility study was prepared in the early stages of planning to estimate whether the project can be self-supporting from its own revenues or, if not, the extent to which annual financial support will be required from the airport sponsor.

Funding Sources - There are a number of possible funding sources and financial mechanisms that might be utilized for funding the cost of airport acquisition and development.

- Federal Grants-in-Aid - There are federal grants-in-aid that are utilized for airport projects. Airport Improvement Program (AIP) grants are available from the FAA for detailed planning, design, construction, and acquisition of airport facilities. These grants normally cover 90% of the cost for the design, construction and acquisition of eligible facilities.
- Local Financing Methods - Financing the capital costs of acquisition and development of airport facilities includes such methods as revenue bonds, general obligation bonds, bank loans, and contributions to the airport sponsor from prospective tenants. Competent legal counsel and financial advisers are essential in determining the financing method or combination most advantageous to the airport.

Ownership and Management Considerations

Part of this study deals with the airport ownership and management options available to Fort Bend County. The report identifies airport options available to the County, evaluates them, and presents their pros and cons to allow the County Commissioners Court to make decisions regarding appropriate action to be taken.

These ownership and management options entail airport ownership (who), operator (who and how), and organizational issues. Each of these options is assessed, and the resulting recommendations are documented in this report.

Ownership Options - General aviation airports are owned by a variety of entities including private owners, cities, counties, and semi-autonomous airport authorities. The evaluation and recommendations include consideration of the potential consequences regarding airport operation and future expansion under each type of airport ownership -- and what that ownership might mean to the County, its financial situation,and the airport's developmental prospects.

Operator Options - If Fort Bend County acquires ownership of Hull Airport, there are a variety of mechanisms whereby the airport could be managed and operated. The County could contract for an airport manager, operate the airport itself, or lease portions of the airport operations to a Fixed Base Operator (FBO). Each of these options is explored in this report.

Chapter 2
DESCRIPTION OF EXISTING AIRPORT

Hull Airport is a privately owned, open-to-the-public, general aviation airport in Fort Bend County, Texas, and serving the southwest portion of the Houston Metropolitan area. The airport serves primarily as a business and corporate aviation facility and is the base for numerous jets and larger twin-engine airplanes operated by corporations and those in the business and professional community. The airport also functions as a general aviation reliever airport for William P. Hobby Airport and as a regional aviation system airport providing air transportation access to Fort Bend County, southwest Houston, and the cities of Sugar Land, Stafford, Missouri City, Richmond, and Rosenberg.

Airport Location and Size

Hull Airport is located in east Fort Bend County, Texas, approximately one mile west of the City of Sugar Land, 4.75 miles east of the Fort Bend County Seat in the City of Richmond, and 21 miles southwest of the Houston Central Business District. The regional location of the airport is shown in **Figure 1**.

The airport property includes a total area of approximately 366 acres (reported by airport owner and Fort Bend Central Appraisal District), and is located northwest of the intersection of U.S. Highway 90-A and State Highway 6. The shape of the property is generally an elongated rectangular tract, with its long axis paralleling the airport runway and S.H. 6 in a generally north-south direction. The south half of the rectangle is narrower in width than the north half. The property abuts S.H. 6 on the east, with approximately 0.7 miles of highway frontage. The south boundary of the airport abuts the Southern Pacific Railroad right-of-way,

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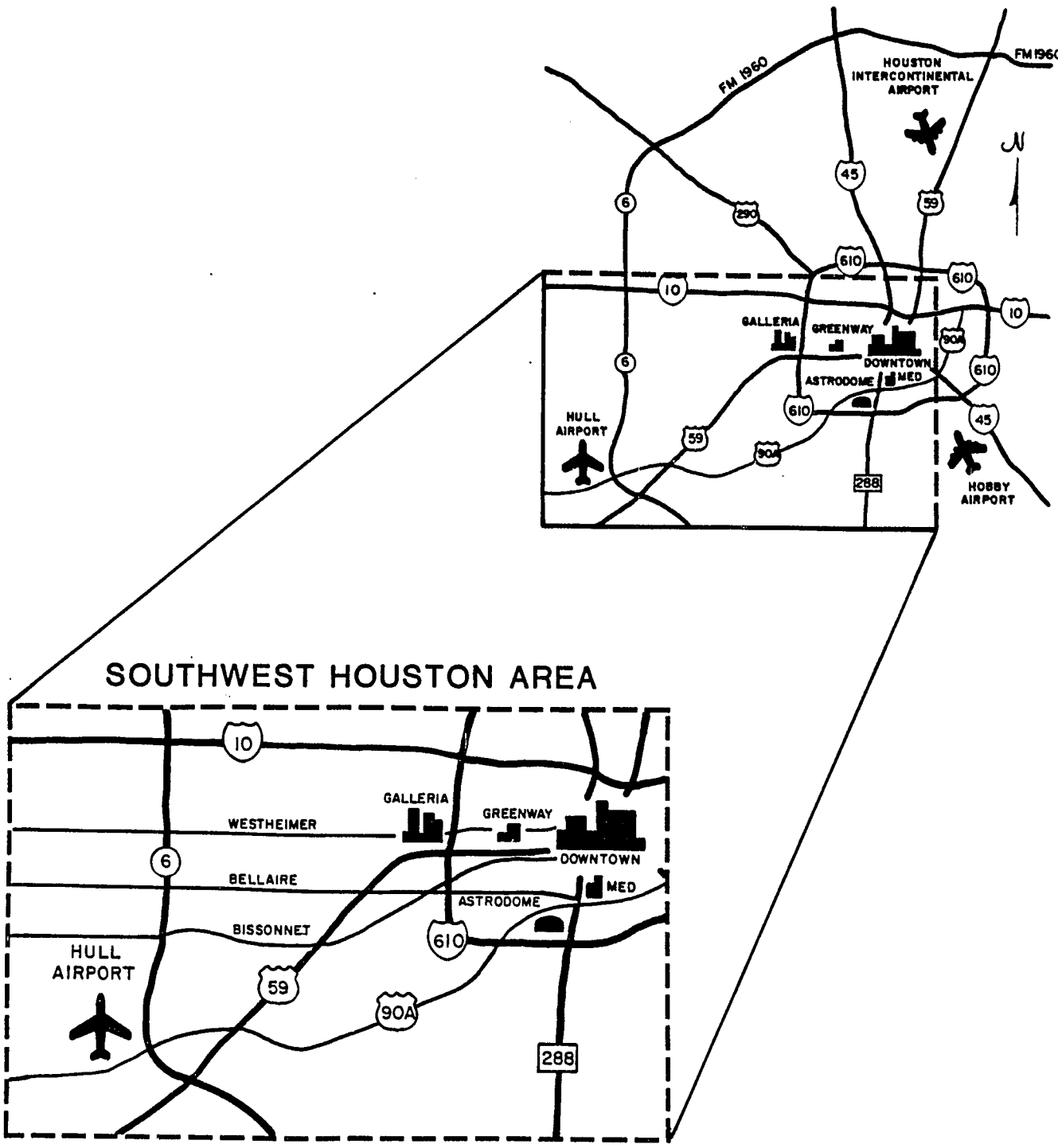


Regional Location of Hull Airport

Airport Feasibility Study

Fort Bend County, Texas

Wilbur Smith Associates

Figure 1

which separates the airport from U.S. Highway 90-A. The channel of Oyster Creek flows across the north end of the property, entering the airport on the west side and flowing eastward within a 100-foot wide drainage easement. The existing airport land and facilities are shown in **Figure 2**.

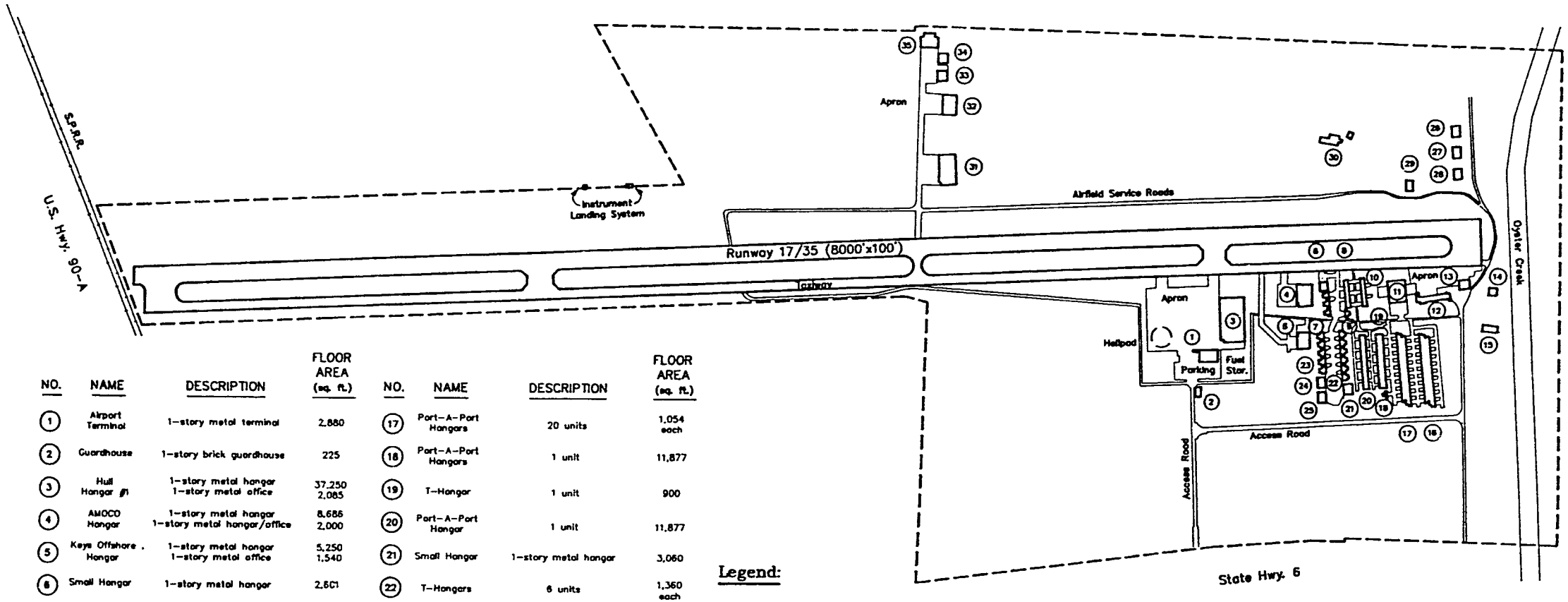
Airport Ownership

Hull Airport is owned by J. Donald Hull (d.b.a. Hull Airport) and he is the Sole Proprietor. The airport has been owned and developed by the Hull family since 1953, when the then pasture land was purchased by Mr. Don Hull and the original runway was constructed.

The airport has been improved and expanded by the owner over the past 35 years in several stages. In 1976, the then-3,200 foot runway was paved with asphalt, and two years later the runway and taxiway were lengthened to 4,400 feet. In 1985, the runway and taxiway were extended to the current 8,000-foot length and reconstructed with reinforced concrete pavement, widening the runway to 100 feet. Improved airport lighting, marking, and navigational aids were also installed.

The existing airport land and improvements as shown in Figure 2 are the property of the airport owner, except for certain hangar facilities that are owned by airport tenants. The airport owner has leased 56 portable aircraft hangars (Port-a-Ports) to aircraft owners on a month-to-month basis. Three hangars, storage facilities and related buildings are owned by AMOCO, Keys Offshore, and Hanson Minerals. The buildings were constructed on airport property under the terms of ground leases developed by the airport with the respective owners. Ownership of these buildings will revert to the airport owner when the primary term of the leases expire in 1991-92.

Adjacent Properties - Property adjoining the north and northwest sides of the airport is privately owned (all in one ownership) and is currently undeveloped. Property adjoining the airport on the southeast, south and west sides is owned by the State of Texas and



NO.	NAME	DESCRIPTION	FLOOR AREA (sq. ft.)
1	Airport Terminal	1-story metal terminal	2,880
2	Guardhouse	1-story brick guardhouse	225
3	Hull Hangar #1	1-story metal hangar 1-story metal office	37,250 2,085
4	AMOCO Hangar	1-story metal hangar 1-story metal hangar/office	8,686 2,000
5	Keys Offshore Hangar	1-story metal hangar 1-story metal office	5,250 1,540
6	Small Hangar	1-story metal hangar	2,601
7	T-Hangars	3 units	1,360 each
8	Slide Door Hangars	1-story metal hangar	5,184
9	T-Hangar	1-story metal hangar	1,360
10	Slide Door Hangars	1-story metal hangar	5,184
11	Maintenance Hangar	1-story metal hangar	12,600
12	Commuter Terminal	1-story metal office 1-story metal hangar 1-story metal storage 1-story metal storage	2,454 1,200 760 1,655
13	Imperial Sugar Hangar	1-story metal hangar	2,989
14	House	1-story frame house	768
15	House	1-story frame house	1,248
16	Port-A-Port Hangars	20 units	1,054 each
17	Port-A-Port Hangars	20 units	1,054 each
18	Port-A-Port Hangars	1 unit	11,877
19	T-Hangar	1 unit	900
20	Port-A-Port Hangar	1 unit	11,877
21	Small Hangar	1-story metal hangar	3,060
22	T-Hangars	6 units	1,360 each
23	T-Hangars	5 units	1,360 each
24	Small Hangar	1-story metal hangar	3,060
25	Small Hangar	1-story metal hangar	3,060
26	Small Hangar	1-story metal hangar	2,880
27	Small Hangar	1-story metal hangar	2,880
28	Small Hangar	1-story metal hangar	2,880
29	Small Hangar	1-story metal hangar	2,688
30	House	2-story brick house	4,436
31	Hull Hangar #2	1-story metal hangar 1-story metal hangar/office	10,100 2,000
32	Hanson Minerals Hangar	1-story metal hangar 1-story metal office	7,360 1,782

Legend:

- - - - Airport Boundary (366± Acres)

NO.	NAME	DESCRIPTION	FLOOR AREA (sq. ft.)
33	Hull Airport Hangar #3	1-story metal hangar	3,904
34	Hull Airport Hangar #4	1-story metal hangar	3,600
35	Waukeshaw Pierce Hangar	1-story metal hangar	7,380

Instrumentation, Lighting and Marking

- High Intensity Runway Lighting
- Medium Intensity Taxiway Lighting
- Threshold Lights
- Runway End Indicator Lights
- Rotating Beacon
- Windcone and Tetrahedron
- Unicom Advisory
- Non-directional Beacon
- Instrument Landing System/DME
- RNAV Approach
- Precision Instrument Runway Marking

Scale in Feet

0 300 600 1200

N

Wilbur Smith Associates

Source: Composite Map of Hull Airport Property, 5/87, by Russ/Hovis Surveying Company, Houston, Texas

Existing Airport Facilities

Airport Feasibility Study

Fort Bend County, Texas

Figure 2

01936

is used primarily for agricultural purposes as state prison farmland. The Central State Prison Farm facility is located southwest of the airport, and a state-owned residential area for Correctional Department employees is located southwest of the airport. Ownership of the prison farmland was recently transferred from the State Department of Corrections to the State Department of Highways and Public Transportation.

Previous expansions of the airport property have been accomplished by purchases of adjoining state-owned land. The potential for acquisition of additional state land west of the airport presents a possible opportunity for future airport expansion or the development of aviation-related industries (i.e. an airport industrial park). There is also potential need for acquiring easements for the important airport clear zones extending over adjacent properties north and south of the runway, which would protect these areas from noncompatible use as future development occurs in the airport environs.

Existing Land Use and Zoning

The existing land uses on the airport property are predominantly airport-related and include the airfield facilities (runway, taxiway, aprons, navaids, service roads, etc.), landside facilities (terminals, access roads, hangars, and other buildings), clear spaces, and other aviation-related uses.

There are three nonairport-related uses, including the owner's single-family residence, two houses leased and used as office space for the Texas State Guard, and a concrete plant operated by an airport tenant business. The Hull family homestead occupies approximately 3 acres, and the concrete plant leases a land area of approximately 1.6 acres.

The airport property is located in unincorporated Fort Bend County and is not subject to land use zoning. The airport is included within the Extraterritorial Jurisdiction of the City of Sugar Land, and any subdivision of airport property and the adjoining properties must be in accordance with the City's subdivision ordinance and regulations.

Airport Height Hazard Zoning - Airport hazards can have a substantial and adverse effect upon the safe and efficient use of airports by aircraft and upon the safety of persons and property located on or near airports. Airport hazards are above-ground structures, people, equipment, vehicles, aircraft, natural growth, or terrain that protrude into an airport's airspace.

Airport height hazard zoning is a form of land use control designed to protect airports from obstructions that might interfere with safe navigation of aircraft. The Texas Airport Zoning Act (Tex. Rev. Civ. Stat. Ann. Article 46e-1 to 46e-15, 1969) enables local governments to enact airport height hazard and compatible land use zoning ordinances.

Fort Bend County has established height hazard zoning to protect Hull Airport. The Hull Airport Hazard Zoning Ordinance, adopted by the County Commissioners Court on July 16, 1984, restricts the creation of height hazards within defined zones around the airport. The ordinance does not provide compatible land use zoning for the airport environs.

Existing Airport Facilities

This section identifies the existing airside and landside facilities at Hull Airport. Existing facilities and conditions were reviewed during the preparation of the general airport inventory, based upon observations and information obtained from the airport owner.

This study does not address whether the existing facilities are adequate to accommodate the forecast levels of aviation demand, or whether there are deficient elements of the existing airport facilities.. The possible need for new or expanded navigational aids, terminal and other airport buildings, parking areas, hangars, aprons and clear zone easements should be determined for efficient future development and financial planning of the airport. These facilities requirements should be determined by conducting an airport master planning study.

The existing airport facilities are shown in Figure 2. The airside and landside facilities are described as follows:

- Runway:
  - Concrete runway with 10" minimum thickness and lime stabilized subgrade;

- Orientation 17-35;
- Capacity 74 hourly VFR operations, 57 hourly IFR operations, and 195,000 annual operations (annual service volume);
- Length 8,000 feet; and
- Width 100 feet.

- Taxiway:
  - Full-length parallel concrete taxiway with 10" minimum thickness and lime stabilized subgrade;
  - Width 50 feet;
  - Separation between runway and taxiway centerlines is 200 feet; and
  - Five transverse taxiways including three intermediate exit taxiways and two entrance taxiways with turnaround/hold areas at both runway ends.

- Helipad
  - Located on southeast corner of terminal apron.

- Instrumentation/Lighting/Marking:
  - High-Intensity Runway Lighting (HIRL) system;
  - Medium Intensity Taxiway Lighting (MITL) system;
  - Threshold lights and Runway End Indicator Lighting (REIL) system, both ends;
  - Rotating beacon;
  - Wind cone and tetrahedron;
  - Unicom advisory;
  - Nondirectional Beacon (NDB);
  - Instrument Landing System (ILS) with localizer, DME and glide slope indicator; and
  - Precision Instrument Runway marking.

- Terminal:
  - 2,880-sq. ft. general aviation terminal built in 1983, includes office, pilot/passenger lounge, and flight planning areas; and
  - 2,454-sq. ft. vacant commuter airline terminal (needs remodelling/replacement).

- Auto parking:
  - Concrete parking lot for general aviation terminal;
  - Concrete and gravel parking lots for commuter terminal;
  - Additional parking spaces available near hangars; and
  - Land area available for additional parking if needed.

- Access Road:
  - Two-lane concrete main access road, widened to 2-lane divided at intersection with S.H. 6; and
  - Two-lane access road to commuter terminal and hangar areas.

- Aircraft apron/hangars:
  - 48,700 sq. yds. of concrete and 7,400 sq. yds. of asphalt-paved public use apron surfaces;
  - 3,063 sq. yds. of concrete and 1,550 sq. yds. of asphalt apron for tenant use;
  - 30 tiedown positions for itinerant aircraft;
  - 139 hangar spaces;
  - 12,600 sq. ft. maintenance hangar; and
  - Land area available for additional hangars and apron if needed.

- Airfield service roads:
  - Service roads include 2.0 miles of concrete, asphalt and gravel-surface roads.

- Land area:
  - 366 acres fee simple; and
  - Additional land available for acquisition if needed for future expansion.

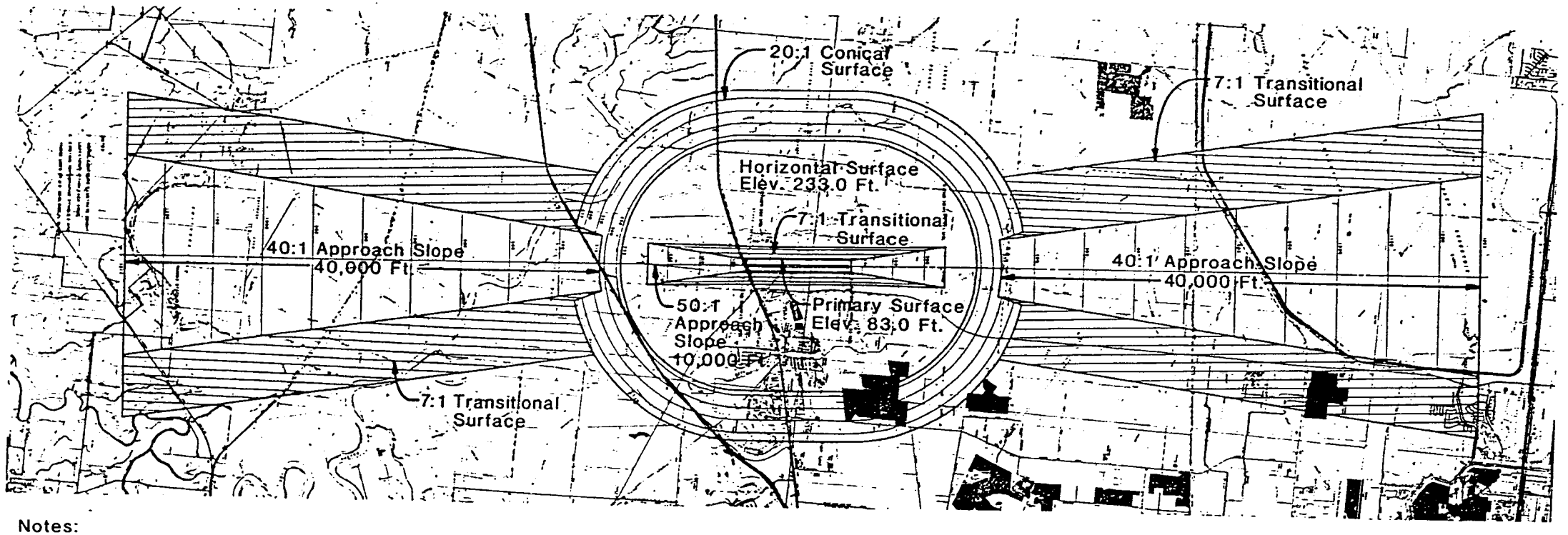
- Approaches/FAR Part 77 imaginary surfaces (as shown in **Figure 3**):
  - Precision instrument approach zone lengths 10,000 feet;
  - Primary surface 500 feet symmetric about centerline and extends 200 feet beyond each runway end;
  - Primary surface elevation same as nearest lateral point on runway centerline;
  - Transition surface extends upward and outward at 7:1 slope;
  - Horizontal surface 150 feet above airport elevation with tangents connecting arcs swung 10,000 feet from end of each runway primary surface; and
  - Conical surface extends upward and outward for 4,000 feet horizontally at 20:1 slope.

- Fuel storage:
  - Capacity 26,000 gallons 100 octane low lead;
  - Capacity 34,000 gallons Jet "A"; and
  - Planned storage for JP-4.

- Crash/Fire/Rescue Equipment:
  - Pumper truck with foam (unit of East Fort Bend Volunteer Fire Department).

Ground Access

Ground access for Hull Airport includes travel to and from the airport by automobile or taxi.Primary access to Hull Airport is provided via an east-west access road on the eastern portion of the airport that connects to State Highway 6 (Addicks Howell Road), which runs in a north-south direction and borders the northeast side of the airport property. The intersection of SH6 and US Highway Alternate 90 (US90A) is located southeast of the airport, and US90A runs



Notes:

1. Aerial Contours Illustrate Height Limitations Within Each Zone
2. Existing Topographic Symbols are Those Used By U.S. Geological Survey.

Source: Aviation Consulting Engineers, Colleyville, Texas

N

Scale in Miles

0 .50 1.0 2.0 3.0

Wilbur Smith Associates

FAR Part 77 Imaginary Surfaces

For Hull Airport

Airport Feasibility Study

Fort Bend County, Texas

Figure 3

01942

in a northeast-southwest direction bordering the south side of the airport property. State Highway 6 provides access northward to major arterial roadways, including Bissonnet Street, Bellaire Boulevard, Westheimer Road (FM1093), and Katy Freeway (I-10). The airport is located three miles north of the Southwest Freeway (US59) on State Highway 6, with access south and east via SH6 to Stafford-Dewalt Road (FM1092), Alameda Road (FM521), and the South Freeway (SH288).

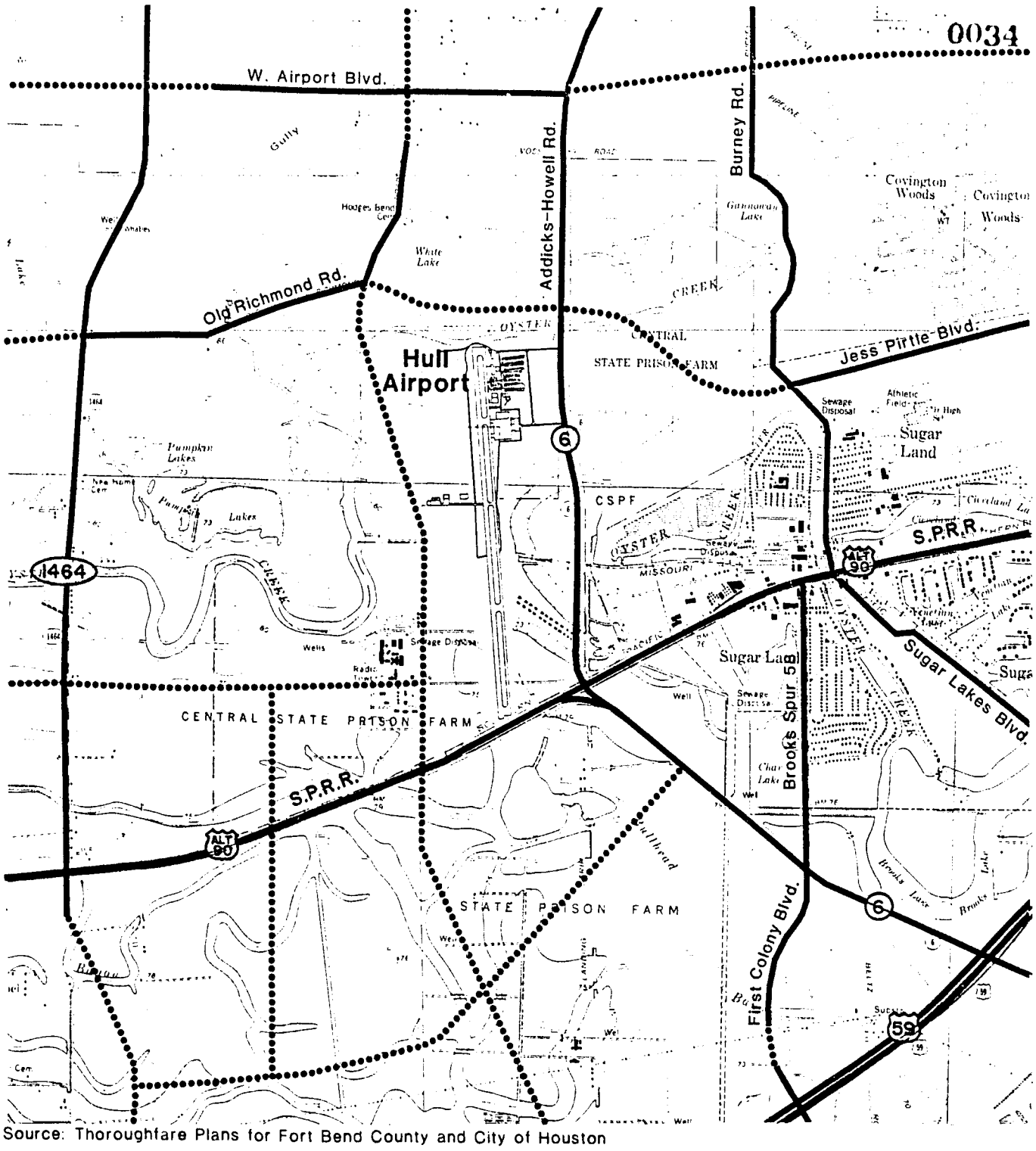
Additional ground access is provided by the system of roads shown in **Figure 4**, which depicts existing and planned major thoroughfares in accordance with thoroughfare development plans for the area as prepared by Fort Bend County and the City of Houston. Construction of planned thoroughfare improvements will enhance existing ground access to the airport.

A planned thoroughfare improvement not shown on Figure 4 but expected to have significant benefit for the airport is the Grand Parkway, a proposed new 155-mile limited access roadway to be developed through private sector initiatives. The Grand Parkway will be a circumferential regional highway traversing Fort Bend, Brazoria, Galveston, Harris, and Montgomery Counties. The proposed alignment of the parkway in north Fort Bend county runs in a north-south direction and intersects US90-A approximately three miles west of Hull Airport.

Areas within 30 minutes ground travel time of Hull Airport were estimated for peak period and off-peak period traffic conditions projected for the year 2000, and the resulting travel time contours are shown in **Figure 5**. This information was developed by the Houston-Galveston Area Council using the regional travel demand model. The estimated travel times are based on planned roadway network improvements and traffic conditions expected to exist in the year 2000.

Airport Eligibility For AIP Grant Assistance

The Federal Aviation Administration has previously classified Hull Airport as a "Commercial Service Non-Primary" airport when the airport supported scheduled passenger service by smaller aircraft (frequently called commuters). Currently, the airport would be



Source: Thoroughfare Plans for Fort Bend County and City of Houston

Legend:

- Existing Thoroughfare
- Proposed Throughfare

Thoroughfare Development Plans

Airport Feasibility Study

Fort Bend County, Texas

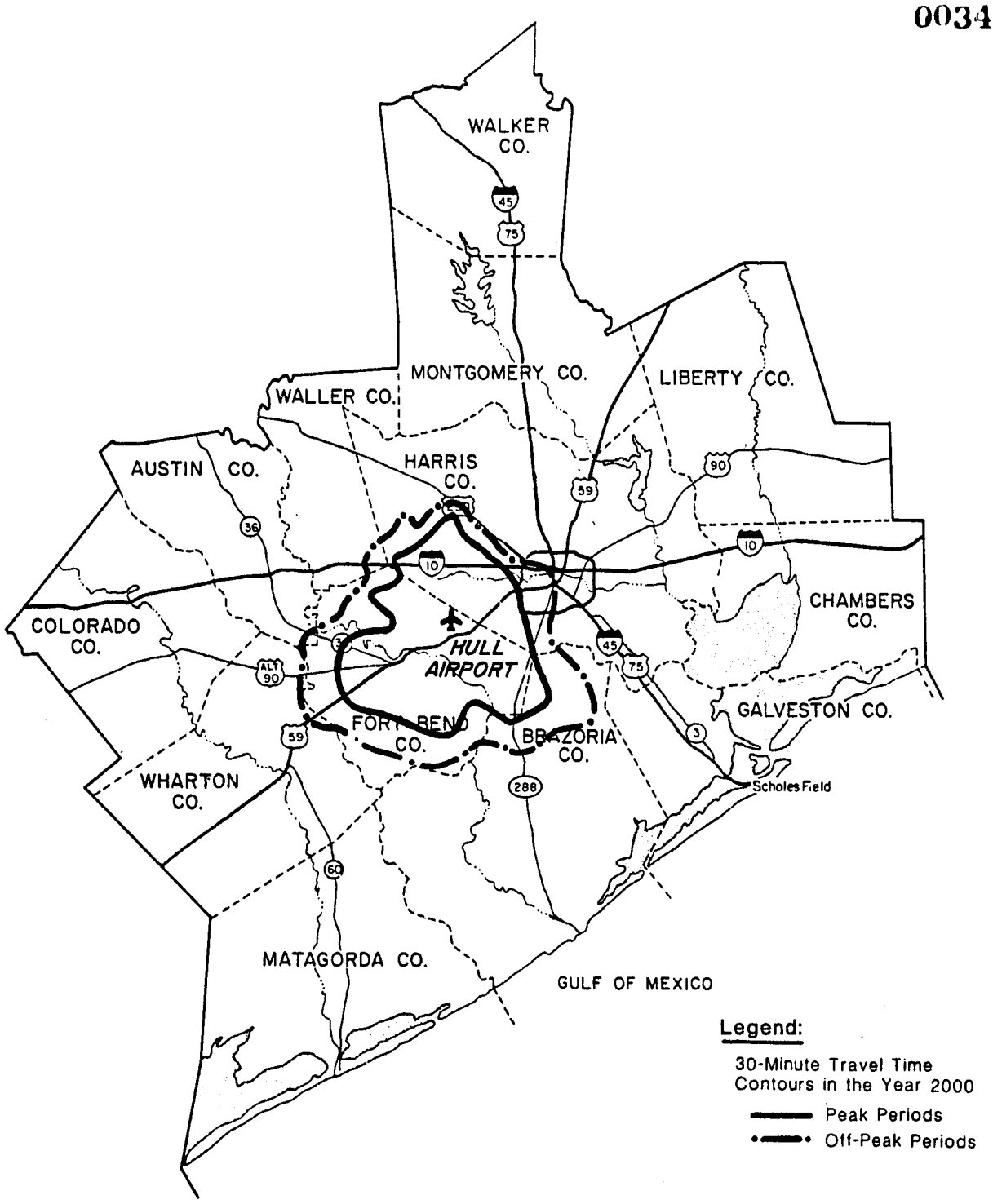
N

Scale in Miles

0 1000 2000 4000

Wilbur Smith Associates

Figure 4



Source: Houston-Galveston Area Council, Houston, Texas

Ground Travel Time For Hull Airport

Airport Feasibility Study

Fort Bend County, Texas

N Scale in Miles 0 10 20 30

Wilbur Smith Associates

Figure 5

classified as a "General Aviation" and "Reliever" airport. Airport functional classifications are defined in the Federal Airport and Airway Improvement Act of 1982. The classification determines the type and amount of federal Airport Improvement Program (AIP) funding which the airport is eligible to receive by grant request.

Airports that are classified as "Non-Primary Commercial Service" are eligible for federal grants from AIP Commercial Service discretionary funds. In 1988-1992, non-primary airports will compete nationally to receive 2.5 percent of total available AIP funding each year. Airports classified as "General Aviation" are eligible on a discretionary basis for 12 percent of AIP funds. "Reliever" airports are eligible on a discretionary basis for 10 percent of AIP funds.

Reliever Airport Status

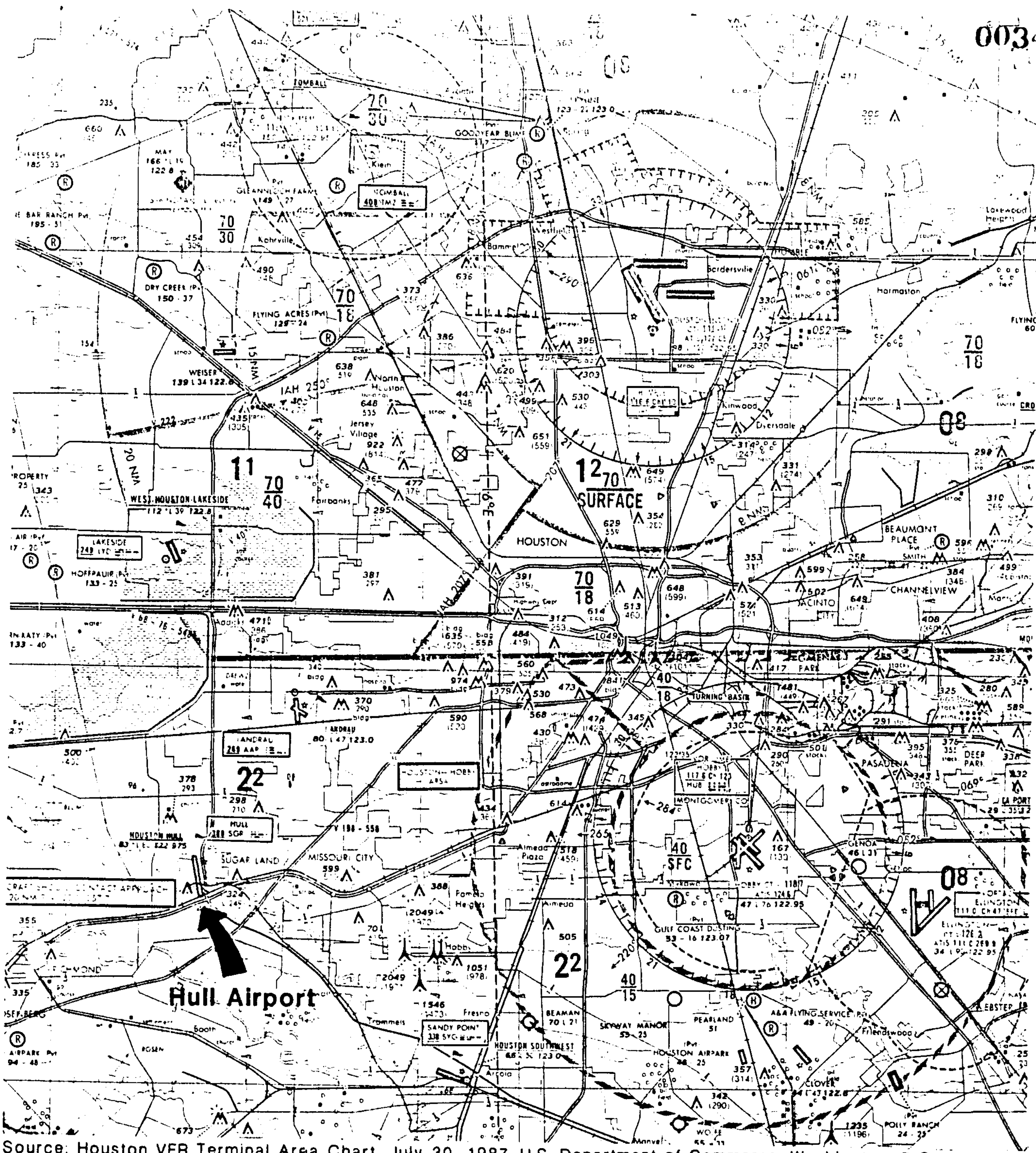
The designation of Hull Airport as a "Reliever" airport by the Federal Aviation Administration recognizes the airport's important role of serving general aviation traffic that would otherwise use William P. Hobby Airport and compete with commercial aviation traffic for the limited airfield capacity at Hobby. By relieving air traffic congestion at Hobby to some degree, Hull Airport also serves to increase community access for the greater Houston area.

The location of Hull Airport in relation to the Terminal Control Area (TCA) for Houston Intercontinental Airport and the Airport Radar Service Area (ARSA) for William P. Hobby Airport is shown in **Figure 6**. Hull Airport occupies a desirable position within the airspace system serving the Houston area.

Congress recognized the importance of privately owned reliever airports by making them eligible for AIP grants since 1982. Reliever airports are eligible on a discretionary basis for 10 percent of available AIP funding in each fiscal year.

Hull Airport's Role in the Region's Airport System

The Regional Aviation Plan for the Houston-Galveston Area, prepared by the Houston-Galveston Area Council, designates Hull Airport as a "System Airport." H-GAC



Source: Houston VFR Terminal Area Chart, July 30, 1987, U.S. Department of Commerce, Washington, D.C.

Legend:

- TCA-Terminal Control Area
- ARSA-Airport Radar Service Area
- CZ-Control Zone
- 70 Ceiling of TCA in hundreds of feet MSL
- 30 Floor of TCA in hundreds of feet MSL

Controlled Airspace

Airport Feasibility Study

Fort Bend County, Texas

Scale in Feet (thousands)
0 5 10 20 30

Wilbur Smith Associates

Figure 6

classifies the airport as an "intermediate" regional system airport, signifying that it provides primarily business and light transport service for jets and turbine powered aircraft. H-GAC's designation of Hull Airport as a "System Airport" is based on the airport's regional importance in accommodating existing and projected future general aviation activity.

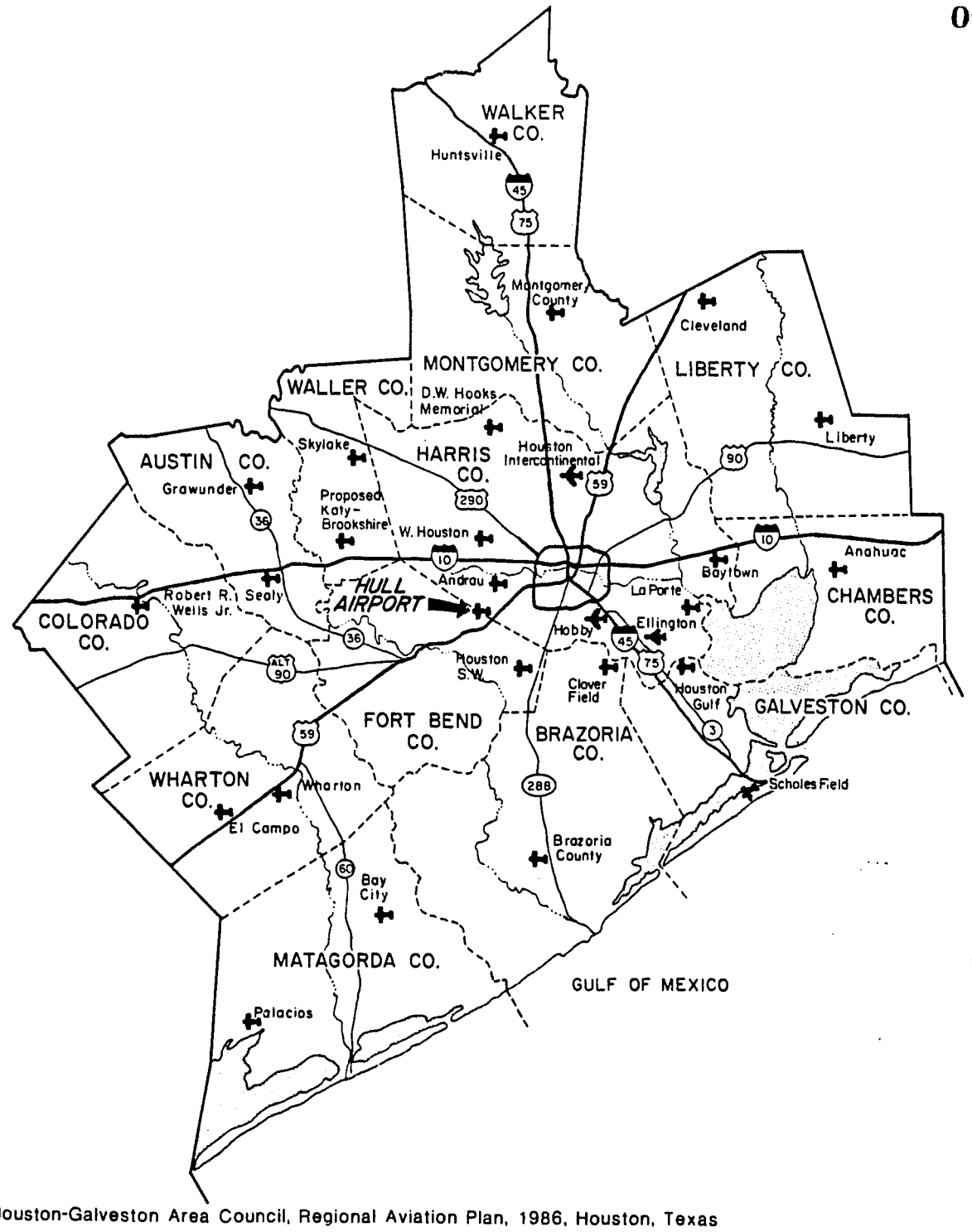
The Regional Airport System is shown in **Figure 7**. These 24 existing airports and one proposed airport serve a large majority of all aviation transport needs for the 13-county region. A major issue addressed by H-GAC in the development of the Regional Aviation Plan was the impact of potential closure of any of the existing system airports on the west side of Houston. Loss of one of these busy airports would place additional aviation demands on other west side system airports and result in a potential future airport capacity deficiency. Alternatives for alleviating this potential airport system capacity deficiency were identified by H-GAC. These alternatives included potential public acquisition of any privately owned system airport that might be threatened by closure due to development pressures, economic conditions, or other factors. This airport system plan alternative is consistent with the current proposal for Fort Bend County to acquire Hull Airport.

Current and Future Aviation Activity

Accurate information on aircraft activity at nontowered airports such as Hull Airport is a major need of airport owners and operators, as well as planners and administrators charged with the planning and development of airports. Unlike towered airports, where air traffic controllers keep constant tallies of activity, most nontowered airports, including Hull Airport, have no official record of actual usage.

Accurate aircraft activity estimates are needed so that investment decisions can be made with confidence. Although decisions are based on forecasts rather than present circumstances, accurate base data is necessary to make accurate forecasts of aviation activity.

Methods of determining current aircraft operations (takeoffs and landings) fall into two general categories: visual methods, which require the observer to be physically present at the airport; and mechanical methods, such as acoustical and pneumatic tube counters, which



Source: Houston-Galveston Area Council, Regional Aviation Plan, 1986, Houston, Texas

Legend:

System Airport

Regional Airport System

Airport Feasibility Study

Fort Bend County, Texas

N

Scale in Miles

0 10 20 30

Wilbur Smith Associates

Figure 7

collect information without requiring the full-time presence of an observer. All methods of counting aircraft operations, both visual and mechanical, have usually been found to be too expensive to permit continuous counts over long periods. The alternative is to use sample counts to estimate activity over any given period, and to rely on the recollection of airport operators or others associated with the airport. Estimates by airport operators of the current level of aircraft operations have usually been found to be inaccurate, either because it is the busy periods that are remembered, or because a significant number of operations, particularly local operations, are unnoticed.

Based aircraft and total annual operations are the statistics most commonly used in comparing airport activity levels. Other commonly used measures of aviation activity include the number of operations that occur in various time periods, number of operations by aircraft type, number of local and itinerant operations, daily or hourly peaks, and other statistics.

Existing Based Aircraft and Annual Operations - The numbers of based aircraft reported at Hull Airport on FAA Form 5010's during the past ten years are shown in **Table 1**. The number of based aircraft in 1987 was obtained from the airport owner. These data on based aircraft are considered to accurately represent the number of aircraft based at the airport in the indicated years.

Similarly, the total annual operations (aircraft takeoffs and landings) reported at Huil Airport on FAA Form 5010's during the past ten years are shown in **Table 2**. Annual operations in 1987 were estimated by the consultant, based on a partial log of operations kept by the airport owner during the course of this study. The data for total annual operations reported on FAA Form 5010's for years prior to 1987 are considered to be less accurate and the actual number of operations in these years cannot be readily determined from available information.

Aviation Demand Forecasts - Forecasts of aviation demand are a key element in airport planning. Reflecting the desires and needs of the service area's population and economy, demand forecasts provide a basis for determining the type, size and timing of aviation

Table 1

AIRCRAFT BASED AT HULL AIRPORT, 1977-1987
Airport Feasibility Study
Fort Bend County, Texas

AIRCRAFT TYPE	REPORTED NUMBER OF BASED AIRCRAFT				
	1977	1981	1982	1984	1987
Single-engine piston	110	79	75	54	45
Multi-engine piston	15	124	56	62	27
Turboprop/turbofan/jet	0	0	14	14	15
Helicopter	1	3	1	1	3
Total based aircraft	126	206	146	131	90

SOURCE: Based aircraft for 1977, 1981, 1982 and 1984 are the number reported on FAA Form 5010's for the respective years. Based aircraft for 1987 are the total reported by the airport owner to Wilbur Smith Associates, Inc.

Table 2

ANNUAL OPERATIONS AT HULL AIRPORT, 1977-1987
Airport Feasibility Study
Fort Bend County, Texas

TYPE OF OPERATIONS	REPORTED NUMBER OF ANNUAL OPERATIONS				
	1977	1981	1982	1984	1987
General aviation local	37,000	123,600	50,000	50,000	20,000
General aviation itinerant	6,000	82,400	25,000	25,000	10,000
Air taxi	-	2,000	2,000	2,000	2,000
Commuter	-	-	-	3,285	-
Military	-	100	50	50	100
Total annual operations	43,000	208,100	77,050	80,335	32,100

SOURCE: Annual operations for 1977, 1981, 1982 and 1984 are the number reported on FAA Form 5010's for the respective years. Annual operations for 1987 are the number estimated by Wilbur Smith Associates, Inc. based on a partial log of aircraft operations kept by the airport owner during September-October, 1987.

facilities development. Consequently, these forecasts influence virtually all phases of the airport planning process.

There are four general purposes that aviation demand forecasts may serve:

- Providing a basis for estimating capacity of the airfield system;
- Determining role of the airport, and size and type of facilities required;
- Estimating potential environmental effects; and,
- Evaluating financial feasibility of airport development projects.

There are two basic processes used in providing aviation demand forecasts--analytical and judgemental.

The analytical process examines past trends of aviation demand elements and projects them into the future using various techniques and assumptions. This process results in a range of projections that identify a range of growth within which the actual trend will likely occur.

The judgemental process requires experienced professional analysis. The various growth projections for each demand element are examined along with the characteristics of the community. Then a subjective determination is made that weighs how the nature of the area will impact the projections. Aviation demand forecasts for Hull Airport were developed by Wilbur Smith Associates for the 1986 Regional Aviation Plan for the Houston-Galveston Area, prepared for the Houston-Galveston Area Council (H-GAC).

Using regression analysis, a set of equations was developed as a model for forecasting regional totals of based aircraft and annual operations. The model is based upon the relationship between general aviation activity and total population and employment in the region. Projections of future population and employment developed by H-GAC were used with the model to forecast levels of general aviation activity for the years 1990 and 2000. The regional forecasts were then disaggregated for service areas and individual airports to determine the estimated future based aircraft and annual operations for each airport in the regional airport system.

The forecast number of based aircraft at Hull Airport for 1990 and 2000 are shown in **Table 3**. The number of aircraft based at the airport has declined steadily during the past

Table 3

FORECAST BASED AIRCRAFT AT HULL AIRPORT
Airport Feasibility Study
Fort Bend County, Texas

Aircraft Type	1987	FORECAST YEAR 1990	2000
Single engine piston	47	66	75
Multi-engine piston	27	41	45
Turboprop/turbofan/jet	15	23	25
Helicopter	3	5	5
TOTAL BASED AIRCRAFT	90	135	150

SOURCE: Based aircraft for 1987 are the number reported by the airport owner. Forecast based aircraft for 1990 and 2000 are the projected numbers as contained in the H-GAC Regional Aviation Plan, prepared for the Houston-Galveston Area Council by Wilbur Smith Associates, Inc., 1986.

six years, from 206 in 1981, to 90 in 1987. This decline has been due to a downturn in the general aviation industry and the general economy of Texas and the Houston area. The positive growth in based aircraft at Hull Airport expected by 1990 is based on projected trends in regional population and employment and modest improvement in the general economy.

Forecast annual operations at Hull Airport are shown in **Table 4**. These forecasts are also based on the aviation demand forecasts developed for the H-GAC Regional Aviation Plan. The methodology used to prepare the H-GAC forecasts relied on the reported annual operations shown on FAA Form 5010's for 1977-1984. The expected growth in airport activity by 1990 and 2000 is based on projected increases in regional population and employment. Local and itinerant operations by business and corporate aircraft are expected to increase as the local economy improves, and commuter operations are estimated to resume at Hull Airport based on a current proposal to establish commuter service to other Texas cities. Military operations are also expected to show a modest increase resulting from efforts to attract additional military use of the airport.

Potential Commuter Airline Service

A proposal to establish a new commuter airline serving travelers between Hull Airport and other Texas cities has been made for Conquest Airlines. The proposed new commuter airline would operate between Hull Airport and Dallas-Love Field, Austin, San Antonio, and Beaumont. The proposed airline would utilize CASA Cn235 aircraft with 40-44 passenger capacity.

The new commuter airline could begin operating if required financing and other arrangements are accomplished, which might occur in 1988. Preliminary discussions have developed a proposed agreement for use of Hull Airport by Conquest Airlines. Information needed to evaluate the impacts of the proposed commuter service on Hull Airport's operation is not available for use in this study.

The proposed agreement for use of Hull Airport should be reviewed to ensure that it will comply with applicable federal standards for commercial aeronautical activity on public

Table 4

FORECAST ANNUAL OPERATIONS AT HULL AIRPORT
Airport Feasibility Study
Fort Bend County, Texas

Type of Operations	1987	FORECAST YEAR 1990	2000
General aviation local	20,000	50,000	54,000
General aviation itinerant	10,000	25,000	27,000
Air taxi	2,000	2,000	2,500
Commuter	-	15,000	20,000
Military	100	200	500
TOTAL ANNUAL OPERATIONS	32,100	92,200	104,000

SOURCE: Annual operations for 1987 are the number estimated by Wilbur Smith Associates, Inc., based on a partial log of aircraft operations kept by the airport owner during Setptember-October, 1987. Forecast annual operations for 1990 and 2000 are the projected numbers as contained in the H-GAC Regional Aviation Plan, prepared for the Houston-Galveston Area Council by Wilbur Smith Associates, Inc., 1986.

airports, and with FAA policy regarding exclusive rights at public airports. These standards and policies relate to the airports' eligibility for federal AIP funding.

Existing and Future Land Use in Airport Environs

The existing land uses in the airport vicinity include agriculture, transportation (highway and rail), institutional (Central State Farm Facility), residential (prison employee housing area), and undeveloped open space. The airport is located in the southwest Houston growth corridor that is considered to be a future development area for residential, commercial, office and industrial development. Development in the area has slowed in recent years because of the downturn in general economy, but is expected to continue in the future.

Large subdivisions in the general area of Hull Airport include several residential developments. Pheasant Creek subdivision is located 0.5 miles northwest of the airport, north of Old Richmond Road. Oaklake subdivision is approximately one mile northwest of the airport, along West Airport Boulevard west of Old Richmond Road.

Several other residential subdivisions are located approximately 0.75 miles or more east of the airport within the City of Sugar Land, including Sugar Mill, Ragus Lakes, and Covington Woods. Hall Lake subdivision is approximately 1.25 miles southeast of the airport in Sugar Land.

Southwest of the airport, Lexington Development Company is developing the New Territory, a 3,100-acre residential community located between U.S. Highway 90-A and the Southwest Freeway (US59). The first phase development of the New Territory is Robinson's Landing, located at the northeast corner of the planned overall development, approximately 0.5 miles southwest of the airport property.

Airport Noise Exposure

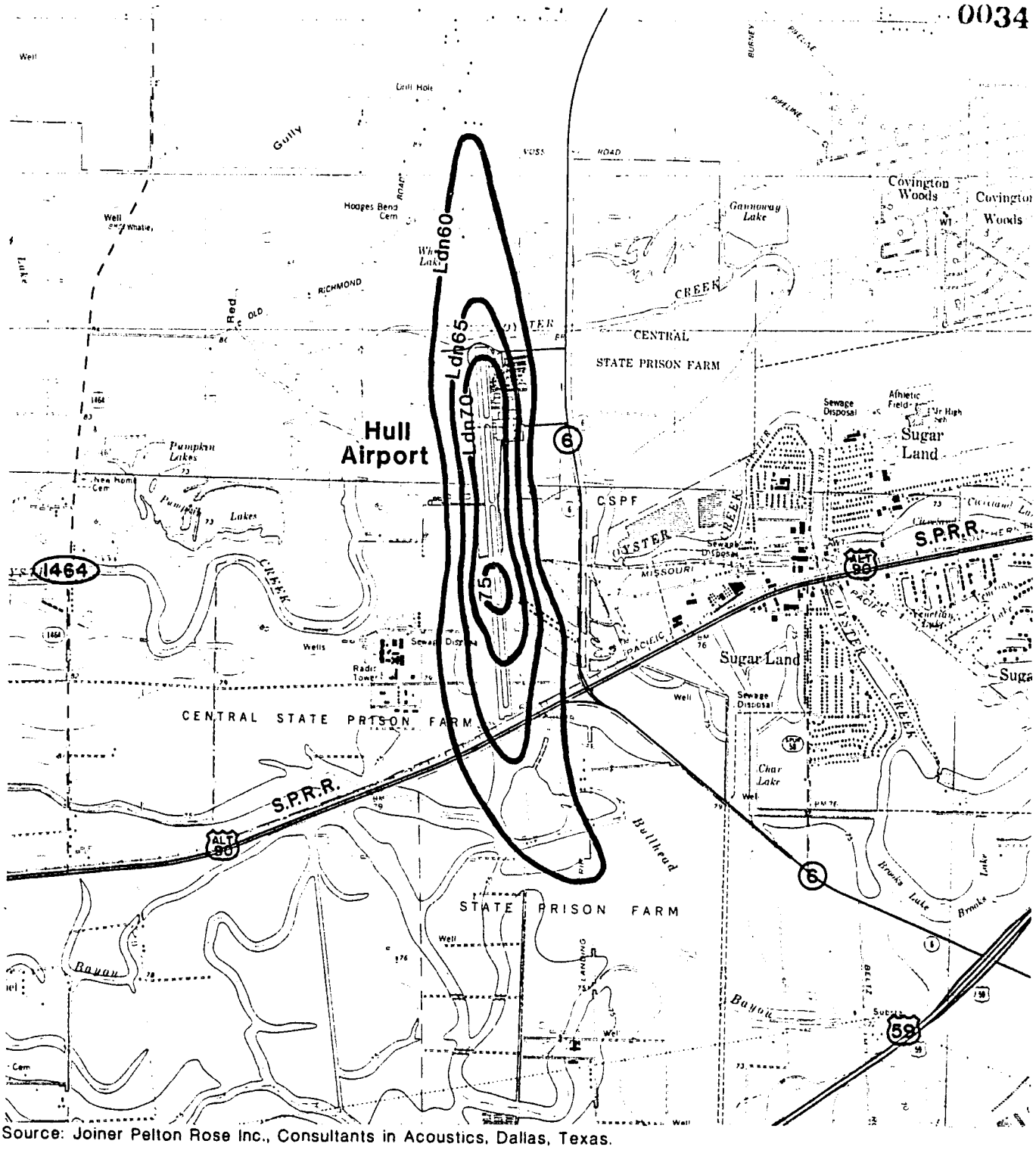
One of the major concerns relating to airport development and expansion is airport noise. Airport noise levels at Hull Airport were analyzed in a 1984 noise study prepared for

the airport owner by Joiner-Pelton-Rose, Inc., an acoustical consulting firm based in Dallas, Texas, and documented in the Hull Airport Noise Study and Recommendations for Land Use Planning (March 23, 1984).

The 1989 airport noise contours shown in **Figure 8** were calculated based on the expected future operations at Hull Airport and FAA guidelines for airport land use compatibility. Day-night sound level (Ldn) methodology was used to quantify the airport's noise exposure by determining the maximum aircraft noise levels, durations, time-of-day of occurrence, and number of daily occurrences.

The noise contour lines in Figure 8 represent locations of equal noise exposure measured in decibels. The 65 Ldn contour line is recognized by the Federal government as the dividing guideline for recommended residential land use. Residential land use is acceptable outside this zone and normally unacceptable within this zone.

The Joiner-Pelton-Rose noise study indicated that the 65 Ldn noise level zone for projected 1989 airport operations will extend approximately 1,300 feet north from the end of Runway 17, and 1,000 feet south from the end of Runway 35. Residential and commercial land uses located outside the 65 Ldn contour line are normally compatible uses. However, sound-sensitive activities such as churches, schools, hospitals, theaters and auditoriums may be affected by aircraft noise, and sound control and specific use criteria should be included in building design for such activities.



Source: Joiner Pelton Rose Inc., Consultants in Acoustics, Dallas, Texas.

Legend:

Noise Contour

Ldn60 Day-Night Noise Level in Decibels

Projected 1989 Airport Noise Contours

Airport Feasibility Study

Fort Bend County, Texas

N

Scale in Miles

0 1000 2000 4000

Wilbur Smith Associates

Figure 8

Chapter 3
AIRPORT VALUE

The preceding chapter has identified and described the existing airport facilities and development at Hull Airport. To provide a systematic method of determining the viability of the proposed airport acquisition, an estimated airport value was established for use in analyzing the project feasibility. Airport revenues and operating expenses were reviewed for the five most recent years. The airport's appraised value and annual property tax levy were examined. Order-of-magnitude cost estimates were prepared for items potentially eligible for federal funding as well as for other necessary items requiring local funding.

Project Eligibility for Federal Assistance

The rate of federal participation for the Airport Improvement Program (AIP) is 90 percent of eligible project costs. It is assumed that the FAA rate of participation will not change for general aviation airports. It is also assumed that the 10 percent local matching share of costs for AIP eligible items will be borne entirely by Fort Bend County.

Airport facilities that are eligible for AIP funding generally include items such as the following:

- Airport land (fee simple and easement);
- Airfield paving for runway, taxiway, public use aprons, and airfield service roads;
- Airfield lighting and electrical systems for runway, taxiway and apron lighting;
- Navigational aids;
- Safety, security and support equipment necessary for operation of the airport, including buildings that house fire fighting and rescue equipment, and internal airport roads for emergency access, security and maintenance;

- Airport access roads;
- Walkways;
- Airport fencing and gates; and
- Utility systems for water, gas, electrical and waste treatment services needed for eligible facilities.

Ineligible items generally include the following:

- Parking facilities for passenger automobiles;
- Hangars and tenant-use aprons;
- Airport buildings (except for those buildings that house firefighting and rescue equipment, and in some instances, part of the cost of new terminal building development); and
- Nonaviation related facilities.

Potential Private Participation

Fort Bend County may elect to use the value of any land, labor, materials, and equipment donated to the County as part or all of its local matching share, provided the item donated is necessary to accomplish the project and would otherwise have to be paid for. The value of such donations must be agreed to by the FAA and the county.

Airport Revenues

The status of airport revenues was established by reviewing financial information obtained from the airport owner. This review included operating revenues generated by fuel sales, hangar rentals, aircraft repairs and maintenance, and other airport services.

Annual revenues generated by Hull Airport for the period of 1982-86 are shown in **Table 5**. Total revenues have declined in the past two years, from $2,158,768 in 1984 to $1,702,757 in 1986, due to a downturn in the aviation industry and the general economy. The revenues shown in Table 5 do not include any interest income, gain or loss on disposal

Table 5

SUMMARY OF AIRPORT REVENUES, 1982-86
Airport Feasibility Study
Fort Bend County, Texas

ITEM[1]	CALENDAR YEAR 1982	1983	1984	1985	1986
Fuel sales	$1,379,862	$1,317,316	$1,485,771	$1,113,467	$1,200,749
Hangar rentals	338,642	380,837	507,718	470,852	387,252
Aircraft repairs & maintenance	266,125	156,239	164,168	131,299	114,756
Other miscellaneous revenues	-	-	1,111	975	-
TOTAL REVENUES[1]	$1,984,629	$1,854,392	$2,158,768	$1,716,593	$1,702,757

(1) Excludes interest income, gain or loss on disposal of fixed assets, and other miscellaneous income that are considered not pertinent to the proposed public acquisition and operation of Hull Airport.

SOURCE: Hull Airport, from Reports of Examination (of unaudited balance sheets) by John Wm. Harvey & Co., C.P.A., for Calendar Years 1982-86.

of fixed assets, or other income that is not relevant to the County's potential revenues from the airport.

The information shown in Table 5 was derived from the annual Reports of Examination of unaudited balance sheets for Hull Airport, as performed by the airport owner's outside accountant, John Wm. Harvey & Co., Certified Public Accountants. These examinations were made by the accountant in accordance with generally accepted accounting principles and included tests of the accounting records and other procedures as the accountant considered necessary.

Airport Expenditures

Airport operating expenses were examined in the same manner as operating revenues. The airport owner provided the accountant's Reports of Examination of unaudited balance sheets for Hull Airport for Calendar Years 1982-1986. These reports were reviewed to establish current airport operating expenses.

Annual operating expenditures for Hull Airport for the period of 1982-1986 are shown in **Table 6**. This summary of operating expenses does not include expenditures for amortization, interest expenses, or depreciation. These items were excluded because they are not relevant to the County's future consideration of potential operating expenses for the airport.

The total operating expenses shown in Table 6 indicate that airport expenditures other than amortization, interest expenses, and depreciation have declined from $1,441,802 in 1984 to $1,206,050 in 1986.

Airport Taxes

Tax revenues accruing to local governmental jurisdictions from Hull Airport were reviewed to determine tax revenues generated from the privately owned airport versus the potential for reduction of property tax revenues if the County acquires the airport. This review included ad valorem taxes levied on the airport owner, as well as personal property taxes levied on the private and corporate aircraft based at the airport. The review excluded

Table 6

SUMMARY OF AIRPORT OPERATING EXPENSES, 1982-86
Airport Feasibility Study
Fort Bend County, Texas

ITEM(1)	CALENDAR YEAR 1982	1983	1984	1985	1986
Fuel purchases	$ 834,571	$ 720,005	$ 745,366	$ 559,824	$ 476,541
Parts, supplies	96,360	57,933	63,454	46,459	53,673
Freight	2,490	1,402	1,087	1,377	1,383
Salaries & wages	222,722	254,548	293,225	286,258	262,338
Payroll taxes	15,838	17,310	21,369	22,932	22,568
Other taxes	51,979	61,043	108,933	75,845	137,928
Auto & truck expenses	26,505	21,927	25,427	21,709	18,151
Insurance	32,347	30,501	32,964	53,976	58,760
Maintenance & repairs	83,100	20,033	35,773	22,432	20,130
Rental-Equipment	24,213	240	80	31,475	33,240
Advertising, travel & promotion	2,230	4,068	2,497	3,766	26,333
Professional services & consultants	16,718	15,932	33,412	31,043	46,836
Utilities	10,908	17,756	21,250	24,918	23,553
Security	2,204	27,351	27,678	148	-
Communication	2,396	4,559	3,921	3,812	3,895
Office supplies, uniforms & misc. expenses	5,570	13,783	17,027	12,366	12,177
Dues & subscriptions	2,041	1,850	2,751	1,710	3,850
Credit card fees	1,829	3,799	5,588	5,670	4,694
TOTAL OPERATING EXPENSES(1)	$1,434,021	$1,274,040	$1,441,802	$1,205,720	$1,206,050

(1) Excludes amortization, interest expenses, and depreciation that are considered not pertinent to the proposed public acquisition and operation of the airport.

SOURCE: Hull Airport, from Reports of Examination (of unaudited balance sheets) by John Wm. Harvey & Co., C.P.A., for Calendar Years 1982-86.

property taxes paid by other private businesses or corporations who are tenants at Hull Airport for the buildings and facilities that they own, as these taxes would not be impacted by public acquisition of the airport. The airport, however, is taxed for the land that these facilities occupy.

Property Taxes Paid by Hull Airport - The 1986 net assessed tax valuation for Hull Airport was $7,555,010, based on 100 percent of the assessed value. This total valuation included $4,895,980 for land and $2,659,030 for improvements. The assessed value of Hull Airport established by the Fort Bend Central Appraisal District is lower than market value because of the requirements of state law; reference the State of Texas Property Tax Code, Chapter 23, Subchapter G, entitled: Public Access Airport Property; 1987.

The 1986 tax rate for Fort Bend County was $0.3925 per $100.00 of assessed value, and the 1987 tax rate for the county was $0.408. The 1986 tax rate for the Fort Bend Independent School District (FBISD) was $1.17 per $100.00 of assessed value, and the 1987 tax rate was unchanged for FBISD.

Property tax revenues levied on Hull Airport in 1986 were approximately $29,656 for Fort Bend County and $88,394 for FBISD. The 1987 property taxes levied on the airport were approximately $30,824 for the county and $88,394 for FBISD.

The estimated airport property tax valuation, tax rates, and tax revenues generated by Hull Airport in 1986 and 1987 are shown in **Table 7**.

Acquisition of Hull Airport by Fort Bend County would reduce the property tax revenues paid by the airport to the extent that land and aviation-related facilities (including the runway, taxiway, aprons, airfield service roads, lighting, navigation aids, etc.) would become public property and thus be removed from the tax roll. However, the privately owned airport buildings, hangers, terminal, parking facilities and other improvements that are not acquired by the county would remain part of the tax base and would continue to generate local tax revenues. The exact amount of the potential reduction in the tax base and local tax revenues

Table 7

HULL AIRPORT PROPERTY TAXES
Airport Feasibility Study
Fort Bend County, Texas

	1986	1987
Hull Airport Assessed Value		
Land(1)	$4,895,980	$4,895,980
Improvements(2)	2,659,030	2,659,030
Total	$7,555,010	$7,555,010
Property Tax Rates(3)		
Fort Bend County	$ 0.3925	$ 0.408
FBISD	$ 1.17	$ 1.17
Approximate Airport Tax Levy		
Fort Bend County	$ 29,656	$ 30,824
FBISD	88,394	88,394
Total	$ 118,050	$ 119,218

(1) Includes existing airport land area totalling approximately 366 acres, including approximately 3 acres in the Hull family homestead. The 363-acre airport site is estimated to have a value of approximately $4,875,000, based on the FBCAD assessed value. The airport land value for ad valorem tax purposes is lower than market value because of state law; Reference State Property Tax Code, Chapter 23: Public Access Airport Property, Subchapter G, 1987.

(2) Improvements include all roadways, runway, taxiways, aprons, navigational aids, buildings and hangars. The estimated FBCAD appraised value of the nonAIP-eligible facilities (buildings and hangars) is $1,835,000.

(3) Tax rate per $100 of assessed value.

SOURCE: Fort Bend Central Appraisal District (FBCAD), Sugar land, Texas.

generated from the airport will depend upon the future tax rates, tax appraisals, and terms of the purchase agreement negotiated by the county and the airport owner regarding the actual facilities to be purchased by the county.

Taxes Paid By Aircraft Owners - The 1987 preliminary tax roll prepared by the Fort Bend Central Appraisal District (FBCAD) listed a total of 99 aircraft based at Hull Airport. The total assessed value of the listed aircraft was $14,026,060. The total tax levy to be paid by the aircraft owners would have been approximately $57,226 to the county and $164,105 to FBISD, based on the 1987 tax rates of $0.408 and $1.17 per $100.00 of assessed value for the respective governmental bodies.

The 1987 final tax roll presumably reflected a reduced total valuation, recognizing that only 90 aircraft were based at the airport, instead of 99 as listed on the preliminary tax roll. Adjusted for this correction, the total 1987 valuation of the 90 aircraft was estimated to be approximately $12,751,000, and the estimated 1987 tax levy was approximately $52,000 to the county and $149,187 to FBISD. The preliminary and adjusted total values and tax levies are shown in **Table 8**.

Acquisition of the airport by Fort Bend County should not result in a significant change in the amount of personal property tax revenues currently generated from aircraft based at the airport. However, future tax revenues will be affected by a State Constitutional Amendment that was approved by Texas voters on November 3, 1987, to allow the State Legislature to exempt from ad valorem taxation any personal property that is not held or used for the production of income. This exemption will remove **from the 1988 tax roll** any privately-owned aircraft based at Hull Airport that are not used for business purposes. Considering the relatively large proportion of business and corporate aircraft at the airport, there are likely to be a significant amount of local government tax revenues still generated from personal property taxes levied on aircraft at Hull Airport in future years.

Table 8

PERSONAL PROPERTY TAXES ON AIRCRAFT
BASED AT HULL AIRPORT
Airport Feasibility Study
Fort Bend County, Texas

ITEM	1987 PRELIMINARY TAX ROLL (1)	ESTIMATED TAX BASE (2)
No. of Based Aircraft	99	90
Total Assessed Value	$14,026,060	$12,751,000
Approximate Total County Levy (3)	$ 57,226	$ 52,000
Approximate Total FBISD Levy (3)	$ 164,105	$ 149,187

(1) SOURCE: Fort Bend Central Appraisal District, Sugar Land, Texas.
(2) Estimated by Wilbur Smith Associates, Inc., based on 91 percent of the totals shown for the 1987 Preliminary Tax Roll, which is the proportion of the actual based aircraft to the number of aircraft listed on the roll (90 ÷ 99 x 100 = 91 percent).
(3) Tax rates for 1987 are $0.408 per $100 of assessed valuation for Fort Bend County, and $1.17 per $100 for the Fort Bend Independent School District.

Estimated Airport Value

The actual cost of acquiring Hull Airport would be determined on the basis of purchase negotiations between Fort Bend County and the airport owner, subject to applicable federal requirements for real property acquisition. Formal appraisals will have to be prepared independently by two noninterested fee appraisers who are qualified by experience and have the MAI designation of professional status as appraisers. Each appraisal report will document the "Fair Market Value" of the airport, supported by the pertinent factual data and analysis of property value data in the area.

"Fair Market Value" is the highest price estimated in terms of money that the property will bring if exposed for sale in the open market allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used. As frequently defined, it is "the price a willing seller would sell and a willing buyer buy, neither being under abnormal pressure."

An estimated value of the airport was developed by this study solely for the purpose of analyzing the economic feasibility of the proposed airport acquisition. The estimated value shown in **Table 9** was developed for all items eligible for federal funding under the Airport Improvement Program (AIP). Non-AIP eligible facilities are not included. The estimated value does not necessarily represent the fair market value of Hull Airport, but is considered to be a conservative estimate appropriate for use in this feasibility study.

The portions of the existing 366-acre airport land area that are included as part of the proposed acquisition program are shown in **Figure 9**. The land area to be purchased totals approximately 363 acres; a three-acre homestead of the airport owner is not included in the land area to be purchased.

The existing airport facilities that are AIP-eligible and proposed to be included as part of the acquisition program are shown in **Figure 10**. The facilities are also listed in Table 9. Other facilities that are not AIP eligible will remain in private ownership as property of airport tenants, subject to lease agreements to be negotiated.

Table 9

ESTIMATED AIRPORT REPLACEMENT COST
Airport Feasibility Study
Fort Bend County, Texas

A. AIP-ELIGIBLE	QUANTITY	FEDERAL (90%)	LOCAL (10%)	TOTAL
1. LAND ACQUISITION				
a. Fee simple	363AC	$ 4,387,500	$ 487,500	$ 4,875,000(1)
b. Legal fees/appraisals/ engineering	L.S.	112,500	12,500	125,000
SUBTOTAL-LAND ACQUISITION(1)		$ 4,500,000	$ 500,000	$ 5,000,000
2. RUNWAY				
a. Site preparation	130±AC	$ 234,000	$ 26,000	$ 260,000
b. Excavation/borrow	250,000CY	675,000	75,000	750,000
c. Lime stabilized subgrade	89,000SY	200,250	22,250	222,500
d. Concrete paving	89,000SY	2,403,000	267,000	2,670,000
e. Drainage	363±AC	99,000	11,000	110,000
f. Lighting	L.S.	112,500	12,500	125,000
g. Navaids:				
(1) Turfing	100±AC	225,000	25,000	250,000
(2) Marking	98,000SF	26,100	2,900	29,000
h. Mobilization	5%	198,900	22,100	221,000
i. Engineering/ contingencies	15%	626,400	69,600	696,000
SUBTOTAL-RUNWAY(2)		$ 4,800,150	$ 533,350	$ 5,333,500
3. TAXIWAY				
a. Lime stabilized subgrade	48,000SY	$ 108,000	$ 12,000	$ 120,000
b. Concrete paving	48,000SY	1,296,000	144,000	1,440,000
c. Lighting	L.S.	90,000	10,000	100,000
d. Marking	12,000SF	3,600	400	4,000
e. Mobilization	5%	75,150	8,350	83,500
f. Engineering/ contingencies	15%	235,800	26,200	262,000
SUBTOTAL-TAXIWAY(2)		$ 1,808,550	$ 200,950	$ 2,009,500

See footnotes on page 36.

Table 9 (cont'd)

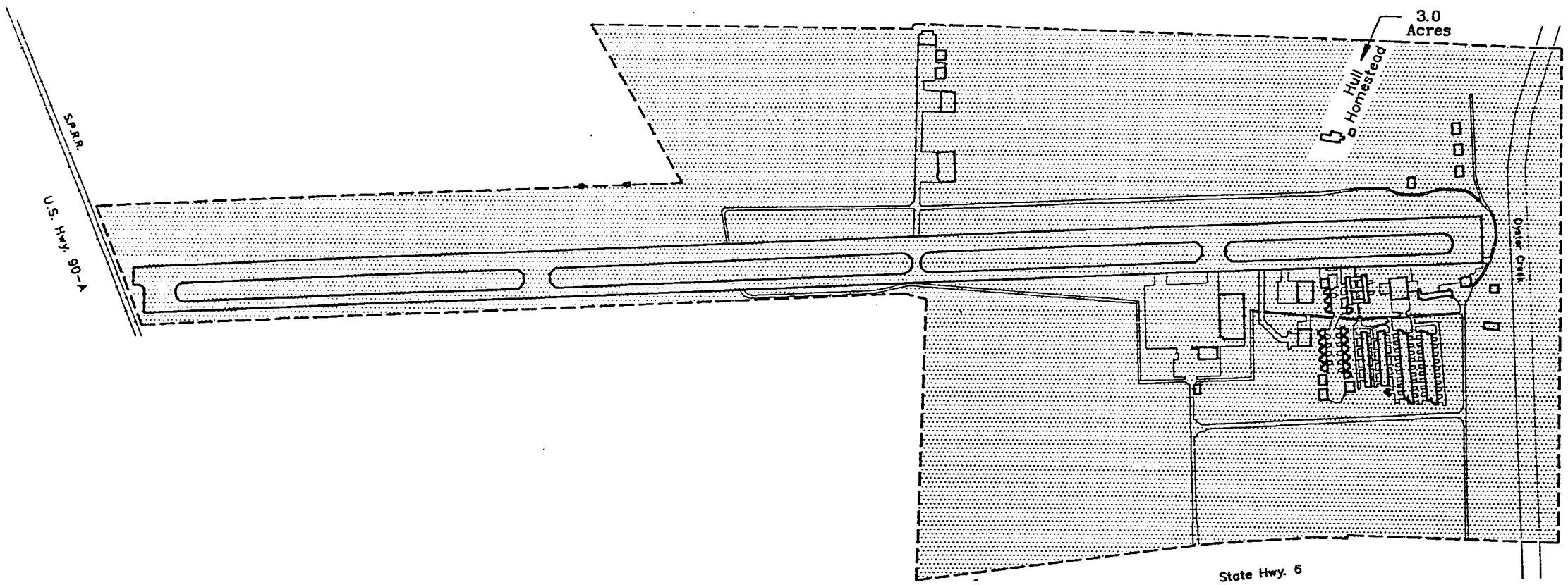
A. AIP-ELIGIBLE	QUANTITY	FEDERAL (90%)	LOCAL (10%)	TOTAL
7. AIRFIELD SERVICE ROAD(3)				
a. Subbase	26,000SY	$ 46,800	$ 5,200	$ 52,000
b. Asphalt paving	26,000SY	304,200	33,800	338,000
c. Mobilization	5%	17,550	1,950	19,500
d. Engineering/ contingencies	15%	55,350	6,150	61,500
SUBTOTAL-SERVICE ROAD		$ 423,900	$ 47,100	$ 471,000
8. OTHER ELIGIBLE ITEMS(3)	L.S.	$ 683,100	$ 75,900	$ 759,000
TOTAL AIP-ELIGIBLE		$15,047,550	$1,671,950	$16,719,500

(1) Land value based on appraisal information obtained from the Fort Bend Central Appraisal District, December, 1987.
(2) Estimated construction cost to replace existing airport facilities.
(3) Includes fencing, utilities, crash-fire-rescue equipment, and other miscellaneous facilities.

Table 9 (cont'd)

A. AIP-ELIGIBLE	QUANTITY	FEDERAL (90%)	LOCAL (10%)	TOTAL
4. APRON				
a. Subbase	7,400SY	$ 13,320	$ 1,480	$ 14,800
b. Asphalt Paving	7,400SY	86,580	9,620	96,200
c. Lime stabilization	48,700SY	109,800	12,200	122,000
d. Concrete paving	48,700SY	1,314,900	146,100	1,461,000
e. Drainage	L.S.	30,600	3,400	34,000
g. Lighting	L.S.	32,850	3,650	36,500
g. Tiedowns	30	2,700	300	3,000
h. Marking	3,000SF	900	100	1,000
i. Mobilization	5%	79,200	8,800	88,000
j. Engineering/ contingencies	15%	250,650	27,850	278,500
SUBTOTAL-APRON(2)		$ 1,921,500	$ 213,500	$ 2,135,000
5. NAVAIDS				
a. Windsock/tetrahedron	L.S.	$ 7,200	$ 800	$ 8,000
b. Rotating beacon/tower	L.S.	16,200	1,800	18,000
c. Nondirectional beacon	L.S.	18,000	2,000	20,000
d. Instrument landing system	L.S.	450,000	50,000	500,000
e. Mobilization	5%	24,300	2,700	27,000
f. Engineering/ contingencies	15%	77,400	8,600	86,000
SUBTOTAL-NAVAIDS(2)		$ 593,100	$ 65,900	$ 659,000
6. ACCESS ROAD				
a. Site preparation	4.5AC	$ 8,100	$ 900	$ 9,000
b. Excavation/borrow	7,000±CY	18,900	2,100	21,000
c Lime stabilization	10,600SY	23,850	2,650	26,500
d. Concrete paving	3,950LF	216,000	24,000	240,000
e. Mobilization	5%	12,150	1,350	13,500
f. Engineering/ contingencies	15%	38,250	4,250	42,500
SUBTOTAL-ACCESS ROAD(2)		$ 317,250	$ 35,250	$ 352,500

See footnotes on page 36.



Legend:

- Airport Boundary (366± Acres)
- Land To Be Acquired (363± Acres)
- Land To Remain In Private Ownership (3± Acres)

N

Scale in Feet

0 300 600 1200

Wilbur Smith Associates

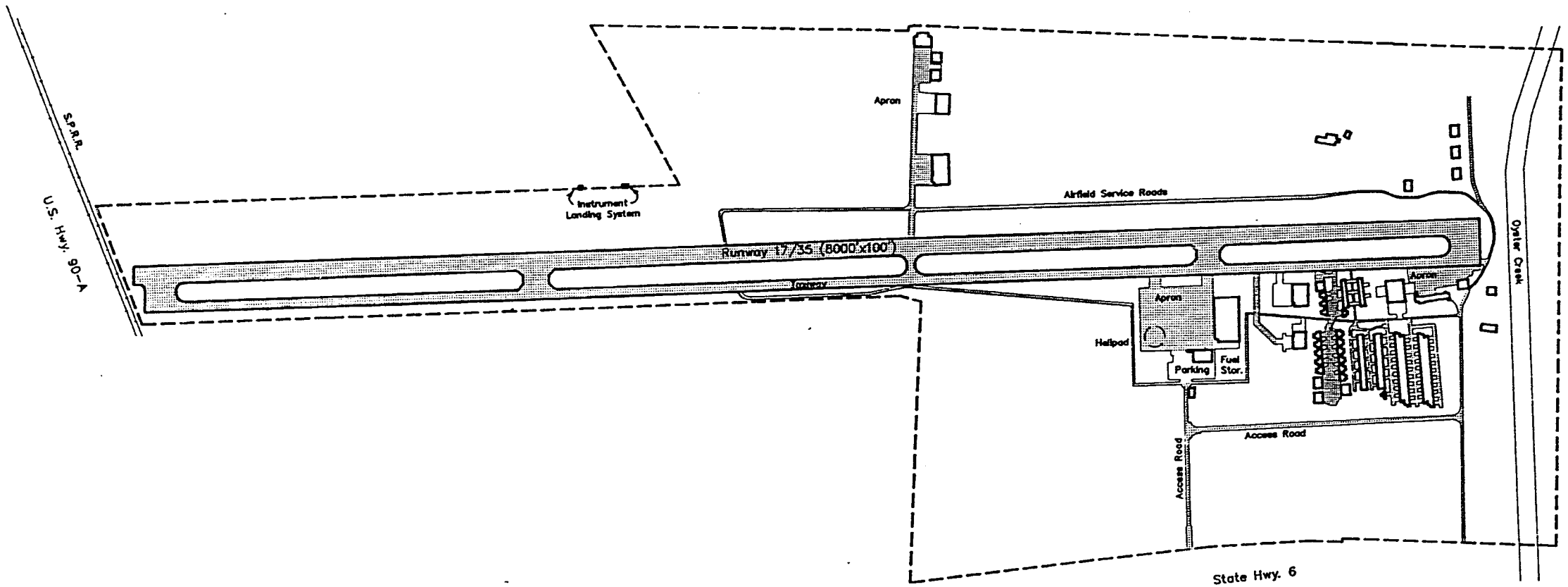
Source: Composite Map of Hull Airport Property, 5/87, by Russ/Hovis Surveying Company, Houston, Texas

Land Area To Be Acquired

Airport Feasibility Study

Fort Bend County, Texas

Figure 9



Legend:

- Airport Boundary
- Airport Facilities To Be Acquired
- Facilities To Remain In Private Ownership

Note: Proposed acquisition also includes existing airport navaids, instrumentation, lighting, electrical systems, and marking that are AIP-eligible, as follows:

High Intensity Runway Lighting	Unicom Advisory
Medium Intensity Taxiway Lighting	Non-directional Beacon
Threshold Lights	Instrument Landing System/DME
Runway End Indicator Lights	RNAV Approach
Rotating Beacon	Precision Instrument Runway Marking
Windcone and Tetrahedron	

N

Scale in Feet

0 300 600 1200

Wilbur Smith Associates

Airport Facilities To Be Acquired

Airport Feasibility Study

Fort Bend County, Texas

Figure 10

01874

The estimated airport value was determined based on review and analysis of available information on the assessed value of airport property and improvements as appraised by the Fort Bend Central Appraisal District; the estimated magnitude of replacement costs for construction of similar airport facilities estimated by the consultant; and the estimated depreciated value remaining from the owner's original investment in development of the airport, based on financial information obtained from the airport owner. The estimated value does not include airport property and facilities that are ineligible for AIP funding and, therefore, are expected to remain in private ownership as property of the airport Fixed Based Operator (FBO) or airport tenants.

Intangible Values

There are many factors for which a dollar value cannot be readily determined. These factors are intangible benefits associated with the airport that are difficult to define and quantify. Intangible benefits accrue to Fort Bend County and the airport as a result of the desirability of locating businesses, industries and other improvements on or near the airport. There are intangible values associated with Hull Airport's prime location in the southwest Houston area, and the airport's reservation of airspace for its approaches in the congested airspace of the Houston area. Another intangible value is Hull Airport's inclusion in the National Plan for Integrated Airport Systems (NPIAS), and its designation as a Reliever airport, making it eligible for Reliever airport funding under the Airport Improvement Program. There is also the value of the airport's established relationships with many pilots and aircraft owners who use the airport, including both local users and many itinerant users from other areas of the country.

These intangible values were not estimated for this study although they are important considerations in the airport's total economic value to Fort Bend County and the Gulf Coast Region. Importantly, a value for good will or other similar intagibles was not determined since they are nonAIP-eligible items. The economic impact analysis previously described in Chapter 4 of this report quantifies the major economic benefits accruing to the region as a result of the existing airport.

Chapter 4
AIRPORT ECONOMIC IMPACT

This chapter analyzes the magnitude of the economic impact that Hull Airport has on the Texas Gulf Coast Region. The Gulf Coast Region of Texas consists of 13 counties including Fort Bend, Austin, Brazoria, Chambers, Colorado, Galveston, Harris, Liberty, Matagorda, Montgomery, Walker, Waller and Wharton.

During the course of this economic impact investigation, individual business firms or entities were identified that are directly or indirectly related to Hull Airport. A survey questionnaire, personal contacts, and selected telephone contacts were made with a majority of these entities to obtain information on their annual capital expenditures, payroll and operating expenses related to the Airport. For those businesses that could not be reached or did not respond, sufficient data was generated by discussing each firm with other knowledgeable people or by reviewing available information for similar businesses. In every case the responding firms were assured that their information would not be identified specifically, but instead would be aggregated with data from like firms. Therefore, this impact analysis discloses no individual firm's proprietary information. Furthermore, such data (proprietary to the individual responding firms) cannot be disclosed in any detail beyond that presented in this chapter.

Economic Impact Methodology

The method used to estimate the economic impact of Hull Airport on the Gulf Coast Region is one that has been developed nationally. It has been used by the consultant in many states to assess the economic value of a wide variety of investments. It identifies real, known direct and indirect impacts (on-site and off-site expenditures) and traces those

expenditures through the local economy via the use of economic multipliers. Three types of impacts were determined: (1) Direct; (2) Indirect; and (3) Induced. These are described as follows:

- Direct Impacts - Direct impacts include financial transactions that occur at the airport. These include expenditures by the airport and other airport tenants.
- Indirect Impacts - Indirect impacts consist of financial transactions that occur away from the airport (off-site but are attributable to the airport -- these include expenditures by aviation users who are visitors to the Gulf Coast Region via Hull Airport and ground transportation expenditures by residents within the region for travel to and from the airport).
- Induced Impacts - Induced impacts represent the multiplier effects of expenditures associated with the Direct and Indirect Impacts. They were obtained using the U.S. Department of Commerce's "Regional Input-Output Modeling System RIMS-II" for the Gulf Coast Region.

The Direct, Indirect, and Induced Impacts were assessed at the airport (on-site) and away from the airport (off-site) to determine how these expenditures affect the Gulf Coast Region's earnings, employment, and total economic output.

Direct (On-site) Aviation-Related and Nonaviation-Related Economic Impacts of Hull Airport

The "Direct" economic impacts as calculated herein refer to those impacts that occur at Hull Airport (on-site). They include expenditures made by businesses that are engaged in some form of air transportation or aviation support at Hull Airport, including Hull Airport and such tenants as aircraft service firms, air taxi and charter providers, and corporate aviation. The direct impacts include such items as:

- Payroll – to persons employed by Hull Airport and by aviation tenants who reside in the Gulf Coast Region;
- Fuel -- the value of fuel purchased at the airport;
- Capital expenditures -- money spent to build hangers, etc., but excluding monies that flow out of the region; and

- Operating expenses -- including such costs as land rental, insurance, utilities, etc.

All direct expenditures include only those transactions that are of immediate benefit to the Gulf Coast Region.

The direct, aviation-related and nonaviation-related impacts attributable to Hull Airport in a typical year are summarized in **Table 10**. It is estimated that 38 jobs exist at Hull Airport due to the aviation function offered by the airport. These employed persons are paid approximately $1.03 million annually. Annual capital investments totalling $2.6 million are made at the airport in a typical year, and tenant operating expenses contribute an additional $0.98 million to the Gulf Coast Region's economy.

The direct, on-site nonaviation-related impacts at Hull Airport in a typical year included in Table 10 reflect the distinction between Hull Airport being an airport and Hull Airport serving as a landlord for nonaviation-related businesses. There are approximately 24 jobs at Hull Airport that are nonaviation-related, with a payroll of about $0.55 million annually. Approximately $0.45 million is distributed annually into the economy for capital investments and operations.

In total, the direct, on-site aviation-related and nonaviation-related economic impact of Hull Airport is over $6.1 million annually. The airport's direct impacts include employment for 62 full-time equivalent jobs.

Indirect (Off-site) Economic Impacts of Hull Airport

In addition to the "Direct Aviation Related Impacts" and "Direct Nonaviation-Related Impacts" (totalling $1.6 million annually), Hull Airport also generates "Indirect" impacts due to airport use. These indirect economic impacts include off-site expenditures for ground travel to and from the airport by visitors to the Gulf Coast Region via Hull Airport, as well as expenditures by local residents that use the airport. Also, there may be some businesses that are so dependent on the aviation at Hull Airport, that, if it were not for the airport's existence, the firm would not be located in Fort Bend County. These impact types are described as "Indirect Economic Impacts."

Table 10

SUMMARY OF DIRECT ECONOMIC IMPACTS OF HULL AIRPORT
Airport Feasibility Study
Fort Bend County, Texas

ACTIVITY TYPE	JOBS	ANNUAL ECONOMIC IMPACT				
		PAYROLL	FUEL	CAPITAL	OPERATIONS	TOTAL
Hull Airport	11	$ 262,000	$ 477,000	$1,364,000	$ 798,000	$2,901,000
Aircraft Services	9	235,000	-	1,006,000	120,000	1,361,000
Air Taxi/Charter	3	100,000	-	15,000	6,000	121,000
Corporate Aviation	15	435,000	-	228,000	51,000	714,000
Nonaviation-Related	24	550,000	50,000	350,000	100,000	1,050,000
TOTAL DIRECT IMPACTS	62	$1,582,000	$ 527,000	$2,963,000	$1,075,000	$6,147,000

SOURCE: Estimated by Wilbur Smith Associates, Inc., based on a survey of airport tenants and aviation-related businesses located at Hull Airport in 1987.

Expenditures by Visitors to the Region - In addition to use by regional residents, Hull Airport is also used by people residing outside of the Gulf Coast Region who travel to the region. Many of these people are on company business (approximately 48 percent of all people using Hull Airport) and, as they visit the Gulf Coast Region, they spend money for restaurants, ground transportation, hotels, entertainment, and business expenditures. These expenditures are of considerable value to the region's economy.

Number of Visitors Using Hull Airport - There are approximately 63,000 individuals that use Hull Airport annually. Of those, an estimated 21,000 individuals are nonresident visitors who arrive in the region via Hull Airport. These totals are estimated based on a survey of air travelers and a log of itinerant aircraft operations at Hull Airport during September-October, 1987.

Visitor Expenditures - Most of these visitors arrive in small groups (typically averaging 1 to 5 people per plane); they require local transportation; and they eat in restaurants; they use hotels, etc. Furthermore, those who have access to private corporate aircraft are usually corporate executives who tend to have considerable business expenditures while in the Gulf Coast Region. Based on surveys taken at the airport, it is estimated that the average visitor expenditure is $161 per person per trip. At this level of expenditures, the indirect, off-site impact of these visitors is described in **Table 11**. In total, it is estimated that the average expenditures by visitors in the Gulf Coast Regional economy are approximately $3.4 million annually.

Expenditures by Local Residents - The Region's local residents'expenditures in getting to and from the airport are an indirect, off-site impact on the economy. There are approximately 42,000 local residents who use the airport annually. Based on an estimated average vehicle occupancy factor of 2.0 persons per auto, and travel cost of 23 cents per mile, these expenditures are an estimated $72,500 annually.

Off-site Business Activity - It is conceivable that some businesses are located in Fort Bend County near Hull Airport because of the airport's existence. This might be true for some of the companies that base one or more aircraft at Hull Airport. Given this scenario,

Table 11

AVERAGE LOCAL EXPENDITURES BY HULL AIRPORT
VISITORS RESIDING OUTSIDE OF 13-COUNTY AREA
Airport Feasibility Study
Fort Bend County, Texas

EXPENDITURE TYPE	ANNUAL OFF-SITE EXPENDITURES	PERCENT
Hotel/Motel Lodging	$ 762,500	22.5
Local Transportation	243,000	7.2
Food & Beverages	682,000	20.2
Entertainment	107,000	3.2
Retail Stores	12,500	.4
Business Expenditures	490,000	14.5
Other	1,083,000	32.0
TOTAL	$3,380,000	100.0

SOURCE: Estimates prepared by Wilbur Smith Associates, Inc., based on average expenditures reported by itinerant pilots and passengers who participated in a survey of air travelers at Hull Airport during September-October, 1987.

then the total economic impact of that company (all of its local payroll and expenditures) could be construed as attributable to Hull Airport. As an example, Fluor Daniel and Kaneb Services Inc. are known to have considered Hull Airport as a factor in selecting their location.

This is certainly a legitimate argument, and the impact of such a firm could potentially be massive. However, this analysis considers only impacts that can legitimately be attributed to Hull Airport and does not include any hypothetical or debatable impacts. Therefore, no Hull Airport impact credit is taken for any businesses that might be dependent on Hull Airport (other than the company's pilot and maintenance crew impacts). In this sense, the Indirect impact calculations should be viewed as conservative.

Induced Economic Impacts of Hull Airport

The preceeding analyses indicated that Hull Airport causes final demand for goods and services in the Gulf Coast Region to increase as follows:

- Direct Aviation-Related -- $5.1 million
- Direct Nonaviation-Related -- $1.1 million
- Indirect -- $3.5 million

Total Direct and Indirect -- $9.7 million

The Multiplier or Induced Impact Concept - This $9.7 million annual impact comprises the "primary" or "first round" impact of Hull Airport. This primary impact then induces additional impacts due to second-round, third-round and subsequent rounds of expenditures. Systematic analysis of economic impact must account for the interindustry relationships within the Gulf Coast Region. This is done by use of the RIMS-II model, as developed by the U.S. Department of Commerce, Bureau of Economic Analysis.

The "multipliers" used in this study are those established specifically for the 13-County Texas Gulf Coast Region. They are "total multipliers" in that they treat household earnings (payroll) as an industry, and they are "input/output" based. The input into the RIMS-II model comprises the regional "value-added" portion of all primary expenditures which

occur due to Hull Airport. Care was taken to include only the value-added portions of the direct and indirect impacts.

Estimated Induced Economic Impacts - Using the RIMS-II methodology, the induced impacts that are attributable to the primary impacts at Hull Airport are estimated to be some $31.4 million annually. Since the Direct and Indirect Impacts total $9.7 million, the RIMS-II Model finds that for each $1 spent directly and indirectly because of the airport, an additional $3.25 is induced for the regional economy.

Total Annual Impact

Hull Airport is estimated to create annual impact on the Texas Gulf Coast Region of some $41 million. This impact is comprised of many different impact sources, as summarized in **Table 12**. As shown in that table, the aviation function yields over $25.6 million impact annually, while the nonaviation functions yield an additional $15.5 million annually.

Airport-Caused Employment - An important element in the Hull Airport total economic impact is the employment that the airport creates. Hull Airport creates over 399 full time (full time equivalent) jobs in the Gulf Coast Region, as shown in **Table 13**. People are employed at the airport (in airport operation, corporate aviation, air charters, aircraft services, etc.) and at other off-airport sites (corporate aviation, hotels, transportation companies, etc.). Furthermore, the direct and indirect expenditures attributable to the airport continue to flow through the region's economy, creating additional employment (the "multiplier" effect).

Table 12

TOTAL ANNUAL ECONOMIC IMPACT OF HULL AIRPORT
Airport Feasibility Study
Fort Bend County, Texas

	ANNUAL ECONOMIC IMPACT OF HULL AIRPORT		
	Aviation Related	Nonaviation Related	Total Impact
DIRECT IMPACT			
Hull Airport	$ 2,901,000	-	$ 2,901,000
Aircraft Services	1,361,000	-	1,361,000
Air Taxi/Charter	121,000	-	121,000
Nonaviation Tenants	-	$ 1,114,400	1,114,400
Total Direct Impacts	$ 5,097,000	$ 1,114,400	$ 6,211,400
INDIRECT IMPACT			
Visitor Expenditures	$ 3,380,000	-	$ 3,380,000
Regional Expenditures	72,500	-	72,500
Total Indirect Impacts	$ 3,452,500		$ 3,452,500
INDUCED IMPACT			
Household Earnings	$ 2,974,000	$ 2,664,000	$ 5,638,000
Industrial Output	14,084,000	11,669,000	25,753,000
Total Induced Impacts	$17,058,000	$14,333,000	$31,391,000
TOTAL ANNUAL IMPACT	$25,607,500	$15,447,400	$41,054,900

SOURCE: Wilbur Smith Associates, Inc., Houston, Texas.

Table 13

ESTIMATED JOBS ATTRIBUTABLE TO HULL AIRPORT
Airport Feasibility Study
Fort Bend County, Texas

	TOTAL JOBS ATTRIBUTABLE TO HULL AIRPORT		
	Aviation Related	Nonaviation Related	Total Jobs
Direct Jobs	38	24	62
Induced Jobs	159	178	337
TOTAL JOBS	197	202	399

SOURCE: Wilbur Smith Associates, Inc., Houston, Texas.

Chapter 5
PROJECT FEASIBILITY

This chapter describes an assessment of financial considerations relating to the feasibility of Fort Bend County acquiring Hull Airport. Estimates and projections used in this assessment relate to the funding and management aspects of the potential acquisition and operation of Hull Airport.

Basic Assumptions

The financial analyses were prepared using certain basic assumptions concerning the proposed acquisition, future aviation demands, airport management, and changes in costs, revenues and other economic related variables. It is important for these assumptions to be recognized because different conditions may alter the findings. These **basic assumptions** are as follows:

1. The AIP-eligible facilities at Hull Airport will be acquired by Fort Bend County and the cost is estimated to be approximately $17,000,000. The final purchase agreement will be determined on the basis of appraisals and negotiations between Fort Bend County and the owner of Hull Airport.

2. Federal grant assistance from the U.S. Department of Transportation, Federal Aviation Administration (FAA) will be Airport Improvement Program (AIP) funding to reimburse Fort Bend County for the cost of the AIP-eligible facilities. The rate of federal participation will be 90 percent of AIP-eligible costs, which is the level of participation set by the federal government for fiscal years 1988 through 1992.

3. The 10 percent local share of the airport acquisition cost will be obtained by the contribution of a portion of the airport property to the Fort Bend County by the owner of Hull Airport. The value of donated airport property will consist of land or improvements that would otherwise have to be purchased by the county, and are items eligible for AIP funding.

4. Fort Bend County will take steps to protect the airport clear zones and approach zones from encroachment by height hazards and incompatible land uses as future development occurs in the airport environs. Such action should include effective enforcement of the county's existing Hull Airport Hazard Zoning Ordinance, as well as other land use planning and control measures, such as acquisition of clear zones (fee simple or easement), immediate adoption of airport compatible land use zoning, and coordination of airport planning and development with the City of Sugar Land which has extraterritorial jurisdiction over the airport and adjacent property.

5. The county will contract with a qualified airport manager to manage the day-to-day operation of the Hull Airport in accordance with the county's obligation under any existing or future FAA grant agreements. The county should compensate the airport manager in accordance with terms to be specified in the contract.

6. The county will lease portions of the airport premises and improvements to commercial fixed base operator(s) (FBO's), granting nonexclusive rights for sale of aviation gasoline, motor oil and lubricants; ramp services; tie-down services; sales of aircraft and related items; maintenance service; charter services; and other aeronautical services; except those services for which the county maintains exclusive rights, if any. The FBO's will pay to the county rentals and fees in the amounts to be specified in the lease agreement(s), as payment for the aviation uses, rights and privileges granted.

7. The county may also lease portions of the airport premises and improvements to tenants for erection, maintenance and use of hangars; aviation fuel facilities; tie-down space; and other purposes. The county will receive rentals and fees as payment for the aviation uses, rights and privileges granted.

8. The county will develop and enforce airport operating rules and regulations, and will establish minimum commercial operator standards that will govern the general operation and use of the airport, including standards of quality, levels of service, and minimum capital equipment requirements for the airport commercial operator(s).

9. The airport income estimates contained in this report are considered realistic and are based on the historic performance and function of the airport. It is assumed that a severe economic crisis will not occur that could have an adverse impact on the aviation industry and on aviation activity in the Houston area, which would reduce the estimated revenues below the amounts detailed in this report.

10. The current (1988) general economic trend in activity may continue to be slightly depressed, but a national emergency is not expected to arise which would abnormally restrict the use of Hull Airport; especially an energy crisis that would adversely impair or restrict the use of any mode of transportation (air, auto, bus, train).

Airport Ownership

Forms of public airport ownership commonly used in the State of Texas include ownership by cities, counties, or joint ownership by intergovernmental agreement between two or more cities and/or counties. The statutory basis for these forms of airport ownership is contained in the Municipal Airports Act (Article 46d-1 et seg., 1981, Vernon's Annotated Texas Civil Statutes).

The alternatives for potential public acquisition of Hull Airport are considered to include the following general options:

1. Ownership and operation by Fort Bend County;
2. Ownership and operation by a city; and,
3. Joint ownership and operation by Fort Bend County and one or more cities making an interlocal agreement.

This study addresses the financial and management aspects of Option 1--County Ownership and Operation. However, most of the findings and conclusions would also be appropriate for either of the other potential forms of ownership.

Joint acquisition and operation of Hull Airport by intergovernmental agreement would require determination of the proportionate interest that each agency would have in the property, facilities and privileges involved, including allocation of airport income and operating expenses. Concurrent action by ordinance or resolution would be required to establish the joint agreement, including the creation of a joint airport board consisting of members appointed by each participating governmental body. Examples of public airport development by joint ownership include Dallas-Fort Worth International Airport and Waxahatchie-Midlothian Airport.

For purposes of this study, the proposed form of ownership is the acquisition and operation of Hull Airport by Fort Bend County.

Federal Grant Assistance

The Airport Improvement Program (AIP) was authorized by the Airport and Airway Improvement Act of 1982 (P.L. 97-248, as amended). The AIP's broad objective is to assist in the development of a nationwide system of public-use airports adequate to meet the current projected growth of civil aviation. The AIP provides funding for airport planning and development projects at airports included in the National Plan of Integrated Airport Systems (NPIAS). Hull Airport is included in the NPIAS and is currently eligible for AIP funds on a discretionary basis because it is designated as a "Reliever" airport. If Fort Bend County

acquires Hull Airport, the airport would also be eligible for AIP funds available to publicly owned general aviation airports. The airport might also become eligible for AIP funds set aside for commercial service airports if future commuter airline service is established. If future passenger enplanements exceed 10,000 enplanements annually, then the airport could become eligible for AIP entitlement grant funds totalling a minimum of $300,000 per year.

Congressional approval for a five-year extension of the AIP was received in December 1987, setting authorizations for $1.7 billion in FY 1989 and 1990, and $1.8 billion in FY 1991 and 1992. Appropriations for FY 1988 are dependent on the outcome of congressional budget negotiations.

Reimbursement grants for airport land acquisition are normally given low priority by the FAA, although Hull Airport's importance for maintaining adequate regional airport capacity and its designation as a Reliever Airport may be a basis for receiving a high priority.

Financing Method for Local Share

There are several methods that may be used to finance the local portion of airport project costs. These alternative financing methods include the following:

- **Contributions to the Airport Sponsor from Existing or Prospective Tenants** - A number of airports have been able to arrange for contributions to the airport sponsor (Fort Bend County) from existing or prospective tenants to reduce the amount of long-term borrowing required to construct a project. This is the method which Fort Bend County proposes to use to obtain the local 10 percent share of the airport acquisition cost. The owner of Hull Airport has agreed in writing to donate 10 percent of the project cost to Fort Bend County.

- **Revenue Bonds** - Revenue bonds can be considered if it is reasonably estimated that the airport can produce revenues in amounts equal to the annual costs of operations and maintenance plus 150% coverage of the amount of annual principal and interest due on the bonds. Revenue bonds, because they are backed only by the revenue-earning capability of the airport, will carry a higher annual interest rate than general obligation bonds. However, revenue bonds will usually carry a lower rate than is available through a bank loan. If a project can meet the test of feasibility by a debt service coverage ratio of 1.50, then revenue bonds could be authorized by the county without a public referendum.

- **General Obligation Bonds** - General obligation bonds are usually authorized to be issued for financing airport facilities. As these bonds are backed by the full faith and credit of local government, they carry a lower annual interest rate than revenue bonds. Since there is a statutory limit on the amount of general obligation bonds outstanding at any one time, financing of airport facilities with these bonds must compete with the financing needs of other local governmental capital projects. A general obligation bond issue must be authorized by the Commissioners Court and approved by the voters of the county.

- **Bank Loans** - Bank loans are sometimes available in limited amounts for short time intervals (normally about five years' maximum) at prevailing interest rates. These rates will usually be higher than required either for general obligation or revenue bonds. Bank loans are most often used for interim financing of airport capital projects and are usually retired with the proceeds of long-term borrowings on completion of the project.

Recommended Financing Method

Use of private sector contributions for financing the local share cost is assumed for purposes of this study. This financing method is particularly advantageous to Fort Bend County

because it eliminates the need for use of long-term borrowing, such as revenue bonds or general obligation bonds.

Airport Income

The type and amount of operating revenues that are generated by general aviation airports vary greatly between individual airports. This is due mainly to the varied types of lease agreements used between the airport sponsor and the airport manager or fixed base operator (FBO).

The potential sources of airport income accruing to Fort Bend County that come directly from airport commercial operators or FBO's could include, but are not limited to, combinations of the following:

1. Lease agreements based on the following:
   a. Fixed annual lease fee;
   b. Fee determined by land area utilized by the FBO or tenant;
2. Fuel flowage fee levied on aircraft fuel sales;
3. Percentage of the FBO's gross revenue;
4. Hangar, tie-down and landing fees;
5. Vendor or restaurant sales/leases; and,
6. Corporate lease arrangements.

Other sources of airport-related income for the county include revenues derived from the property taxes levied on based aircraft used for income-producing purposes; aviation-related businesses associated with the existence of the airport and air traffic activity; and, tenant-owned improvements on airport property.

Uses of Airport Income - Federal grant requirements and state legislation specify that all income accruing to the county directly from the airport (including any potential local taxes on aviation fuel) must be expended for the capital and operating costs of the airport,

the local airport system or other local facilities that are owned or operated by Fort Bend County and are directly and substantially related to air transportation of passengers or property. For example, surplus airport income might be used to fund the local share of future AIP-eligible airport improvement projects such as fire protection and emergency services, a new passenger terminal for commuter service, and improvement of airport access and utilities, etc.

Airport Management

If Fort Bend County purchases Hull Airport with federal assistance from FAA, the county will acquire certain obligations, rights and powers pertaining to maintenance and operation of the airport for the use and benefit of the public. The county may enter into arrangements that have the effect of delegating certain of these obligations to other parties. For example, the county may contract with a commercial tenant or franchised operator to cover a broad range of airport operating, maintenance and management responsibilities. Such arrangements do not relieve the county of its primary obligations, but they may be an effective way of providing essential supporting services, basic conveniences and flight services, as well as managing the day-to-day operation of the airport.

When the level of airport activity and revenues justify it, the county could employ a full-time professional airport manager. Until this is a practical management approach, the county should assign responsibility for policy and administrative direction to a designated county official, and contract with a qualified commercial operator to function as the airport manager and supervise routine day-to-day operation of the airport.

It is important that the airport management arrangement include a distinction between the functions performed by the airport manager as an agent of the county and those in the conduct of his own FBO business. Airport management should be the subject of a separate contract, independent of the lease agreement for the commercial operator's use of airport premises and operating privileges for his own business.

Recommended Management - The recommended airport management approach includes an airport manager contract and a separate commercial operator lease agreement. The recommended considerations for a management contract and lease agreement are outlined as follows:

- **Airport Manager Contract** - The county should contract with an airport tenant to serve as the airport manager and supervise the day-to-day operation of the airport. Such contracts typically provide that the manager will operate the airport in accordance with county rules and regulations for the use and benefit of the public; to make available all airport facilities and services to the public on fair and reasonable terms and without discrimination; and to provide space on the airport, to the extent available, and to grant rights and privileges for use of the landing area facilities of the airport to all qualified persons, firms and corporations desiring to conduct aeronautical operations on the airport. The contract should include an appropriate basis for compensating the airport manager for services rendered.

- **Commercial Operator Lease Agreement** - The county should develop a standard commercial operator agreement to lease a portion of the airport premises and improvements to a Fixed Base Operator (FBO). The lease agreement should describe the area leased and rights granted, and include other terms and conditions for specific requirements, responsibilities, and provisions desired by the county. The basis and amount of fees or rents to be paid to the county would be specified in the agreement.

The form of the proposed lease agreement between the county and the airport commercial operator or FBO should be developed to produce adequate county revenues to meet current and future airport ownership costs, while not deterring the operation of a prospering FBO operation.

Lease agreements based on a percentage of gross income typically specify payments ranging from two to six percent. Fuel flowage fees normally range from one to thirteen cents per gallon. Other types of fees, such as hangar rents, would be applicable if the county enters into lease agreements with future new airport tenants who will erect and maintain their own hangars.

Estimated Airport Income, Taxes and Operating Expenses

The assumed airport management plan involves the development of a negotiated lease agreement that provides for payment of six percent of gross annual income by the airport commercial operator or FBO to the county. This would entail financial accounting by the commercial operator of all business transactions, as well as an audit review by the county. Estimated gross annual revenues of the airport commercial operator (FBO) were projected as shown in **Table 14**. A conservative estimate of airport income that was projected for a 20-year term is also shown in Table 14. These income amounts are considered to be conservative estimates of the airport's financial performance.

Airport Income - Estimated average annual gross revenues for the airport operator or FBO are projected as $1,800,000 for the first five years of operation, increasing to $2,000,000 during the second five years, and $2,500,000 during the 11-20th years. Based upon the proposed lease agreement, the county would receive six (6) percent of the gross revenues. The estimated average annual income amounts to $108,000 during the first five years, increasing to $120,000 in years 6-10, and $150,000 in years 11-20.

Additional income potentially available to the county may result from changes in the estimated future airport revenues. These income sources include the following:

- **Fuel Flowage Fee** - Addition of a fuel flowage fee to the airport operator agreement or FBO lease is one option for additional income to the county. This fee would decrease the net revenues earned from fuel sales by the airport operator or FBO, but increase the county's income.

Table 14

ANNUAL AIRPORT REVENUES, INCOME AND TAXES
Airport Feasibility Study
Fort Bend County, Texas

YEAR OF OPERATION	ANNUAL GROSS REVENUES OF FBO (1)	ESTIMATED ANNUAL AIRPORT INCOME (2)	FORT BEND COUNTY TAXES (3)
HISTORIC:			
1982	$1,984,629	-	-
1983	1,854,392	-	-
1984	2,158,768	-	-
1985	1,716,593	-	-
1986	1,702,757	-	$118,050
1987	Not Available	-	119,218
PROJECTED:			
1-5 Years	$1,800,000	$108,000	$ 28,950
6-10 Years	2,000,000	120,000	-
11-20	2,500,000	150,000	-

(1) Historic revenues from Reports of Examination (of unaudited balance sheets) by John Wm. Harvey & Co., C.P.A., for Calendar Years 1982-86. (See Table 5 page 26, for annual revenues.) Projected revenues estimated by Wilbur Smith Associates, Inc.

(2) Estimated airport income to Fort Bend County payable from commercial operator lease agreement providing for annual payments of six (6) percent of FBO's gross revenues.

(3) Property taxes are based on the tax rates levied by Fort Bend County and Fort Bend Independent School District (FBISD) in 1986 and 1987. The projected taxes for the first five (1-5) years were estimated using the 1987 tax rates and appraised values for Hull Airport buildings and hangars that are nonAIP-eligible facilities for acquisition (see Table 7, page 30). These non-eligible facilities would remain in private ownership and subject to taxation by the county and FBISD.

- **Increased Airport Activity** - The conservative estimates of growth in airport revenues used in this analysis do not include consideration of potential commuter airline operations, new industrial development or additional tenant businesses that may be attracted to locate at the airport. These future activities will generate additional rental income and taxes for the county.

Airport Property Taxes - A projection of annual property taxes levied on private property at Hull Airport by Fort Bend County and Fort Bend Independent School District was estimated for the first five years of operations, based on 1987 tax rates and valuations. The estimated taxes levied could amount to about $28,950 per year, as shown in Table 14. This amount includes property taxes levied on the hangars, buildings, terminal and other existing improvements that are currently owned by Hull Airport and are nonAIP-eligible items that would remain in private ownership.

Additional property tax revenues will continue to accrue from taxes levied on business aircraft based at Hull Airport, and on improvements owned by others that are located on airport property, including the existing hangars and associated buildings owned by AMOCO, Keys Offshore and Hanson Minerals. These tax revenues would not be affected by the Hull Airport acquisiton by the county; therefore, they are not included in the estimated taxes shown in Table 14.

Importantly, Table 14 shows that the combined total of estimated annual airport income ($108,000) and property taxes ($28,958) during the first five years of operation may exceed the amount of county tax revenues that were derived from Hull Airport in 1987 ($119,218)

Airport Operating Expenses - Under the proposed airport operating and management approach, the annual operating expenses for Hull Airport would continue to be managed by the airport manager and commercial operator. The terms of the management contract and commercial operator agreement should establish responsibility for operating and maintenance expenses.

Consideration of Estimates

While the estimates contained in this report are considered to be realistic, they are not represented as exact results that will be achieved. The conclusions, estimates and much of the other information included in this study are based on the assumptions stated herein. Such assumptions are based on present circumstances and information currently available. In some instances, the currently available information may be incomplete, may not necessarily disclose all material facts that might affect the estimates, and in any case, may change after the date of the study. Accordingly, the assumptions and other information in the study should be carefully evaluated in the light of the circumstances then prevailing.

The information set forth in the study is subject to economic conditions and other factors and is dependent upon future events that cannot be assured. Therefore, the actual results achieved may vary from the information shown and such variations may be material.

The results of this economic analysis indicate that the proposed acquisition and operation of Hull Airport by Fort Bend County is estimated to result in surplus revenues from the airport which could be used to fund the local share of other AIP-eligible airport improvements. Prudent administration and management of the airport will serve to ensure a viable, ongoing and progressive aviation facility able to sustain itself and maintain a surplus.

Recommendations

Acquisition of Hull Airport by Fort Bend County is considered to be **feasible** based on the results of the economic analyses of projected airport activity and the estimated financial performance findings that are documented in this report.

A recommended general approach to the financial and management aspects of the airport acquisition and operation is presented for consideration by Fort Bend County Commissioners Court. Proposed ownership and management of Hull Airport by Fort Bend County will ensure a viable, ongoing and progressive airport facility to serve the needs of the public.

The **next step** is for the Commissioners Court to decide whether Fort Bend County will proceed with the proposed acquisition. If approved, a grant application should then be submitted to the FAA requesting AIP funds for the project. Appraisals and negotiations with the airport owner would follow. Further, it is recommended that Fort Bend County have an Airport Master Plan prepared, in cooperation with the FAA, to determine a plan for the future development of Hull Airport.

References

1. Airport Capacity and Delay, AC 150/5060-5, Department of Transportation, Federal Aviation Administration, September 9, 1983.

2. Airport Compatibility Guidelines - Compatibility Planning, Height Hazard Zoning and Compatible Land Use Zoning for Texas Airports, Texas Aeronautics Commission, January, 1986.

3. Airport Compliance Requirements, FAA Order 5190.6, Department of Transportation, Federal Aviation Administration, August 24, 1973.

4. Airport Design Standards - Transport Airports, AC 150/5300-12, Department of Transportation, Federal Aviation Administration, February 28, 1983.

5. Airport Facilities and Services Data Base, Houston-Galveston Area Council, 1984.

6. Airport Improvement Program (AIP) Handbook, FAA Order 5100.38, Department of Transportation, Federal Aviation Administration, February 11, 1985.

7. Airport Master Plans, AC 150/5070-6A, Department of Transportation, Federal Aviation Administration, June 1985.

8. Composite Map of Hull Airport Property, Russ/Hovis Surveying Company, May 1987.

9. Exclusive Rights at Airports, AC 150/5190-2A, Department of Transportation, Federal Aviation Administration, April 4, 1972.

10. The Grand Parkway - A Report on the Development and Implementation of a Regional Freeway, The Grand Parkway Association, 1985.

11. Houston Hull Airport, Westside Airport for the Houston Region, Hull Airport, 1986.

12. Houston Hull Field, FAA Form 5010-1, Federal Aviation Administration, June 20, 1984.

13. Hull Airport Hazard Zoning Ordinance, Fort Bend County Commissioners Court, Adopted July 16, 1984.

14. Hull Airport Noise Study and Recommendations for Land Use Planning, Joiner, Pelton, Rose, Inc., March 23, 1984.

15. Land Acquisition & Relocation Assistance Under the Airport Development Aid Program, AC 150/5100-11, Department of Transportation, February 10, 1975.

16. Leased Tract Layout & Airport Expansion Plan - Hull Airport, Fluor Engineers, March 11, 1983.

17. Measuring the Regional Economic Significance of Airports, AD/A176 320, Department of Transportation, Federal Aviation Administration, October 1986.

18. Metropolitan Heliport System Plan for the City of Houston and Harris County, Hoyle, Tanner & Associates, Inc., 1983.

19. Minimum Standards for Commercial Aeronautical Activities on Public Airports, AC 150/5190-1A, Department of Transportation, Federal Aviation Administration, December 16, 1985.

20. Planning and Design of Airport Terminal Facilities at Nonhub Locations, AC 150/5360-9, Department of Transportation, Federal Aviation Administration, April 4, 1980.

21. Regional Aviation Plan, Houston-Galveston Area Council, Wilbur Smith Associates, 1986.

22. Regional Multipliers: A User Handbook for the Regional Input-Output Modeling System (RIMS II), Department of Commerce, Bureau of Economic Analysis, May, 1986.

23. Reports of Examination, J. Donald Hull d.b.a. Hull Airport, Sugar Land, Texas, John Wm. Harvey & Co., Certified Public Accountants, for Calendar Years 1982-86.

24. Statistical Sampling of Aircraft Operations at Non-Towered Airports, FAA-APO-85-7, Department of Transportation, Federal Aviation Administration, April 1985.

25. Texas Aeronautical Facilities Plan Summary, Texas Aeronautics Commission, August, 1984.

26. Utility Airports Air Access to National Transportation, AC 150/5300-4B, Department of Transportation, Federal Aviation Administration, June 24, 1975 (and subsequent changes).

7. MR. VAL GAUSE, RE: PETITION REGARDING HULL AIRPORT:

Val Gause presented a petition against the acquisition of Hull Airport by Fort Bend County.

8. MR. DENNIS MCAFEE, CHIEF JUVENILE PROBATION OFFICER, RE: REQUEST APPROVAL OF 2 NEW GRANTS AND 2 CONTINUING GRANTS TO H-GAC:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve two new grants as presented by Dennis McAfee, Chief Juvenile Probation Officer.

1) Computer equipment & personnel
2) Renovation of current facility

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve the two continuating grants as presented by Dennis McAfee, Chief Juvenile Probation Officer. (Recorded in minutes in full)

1) Juvenile Services....$27,435
2) Juvenile Correction Program for Serious and Repeat Offenders...$39,295

9. CONSIDER APPROVAL OF TELEPHONE SYSTEM FOR JUVENILE PROBATION DEPT.:

Moved by Commissioner Pressley, Seconded by Commissioner Pustka, duly put and unanimously carried, it is ordered to authorize purchase of a telephone system, (6 Button Spirit, 24 Button Spirit, Spirit 1224 CNT and 8 Stat Expansion) at a reduce cost of $4,819.50 as presented by John Hammett, Purchasing Department. Funds to come from Internal Operation budget. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF RESERVE DEPUTY CHARLES LINDEMANN INCLUDING BOND & OATH, AND APPROVE BOND & OATH FOR CHARLES SPRAYBERRY, PRCT.1 CONSTABLE'S OFFICE:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and carried with Commissioner Denham voting no, it is ordered to approve Reserve Deputy Charles Lindemann including bond & oath and bond & oath for Charles Sprayberry, Prct. 1 Constable's office. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF INVOICE IN THE AMOUNT OF $275,305 TO LEBCO CONSTRUCTORS INC. AND $2,136.80 TO CHRIS DISTEFANO FOR COURTHOUSE ANNEX II PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve invoice in the amount of $275,305 to Lebco Constructors Inc. and $2,136.80 to Chris DiStefano for Courthouse Annex II project. (Recorded in minutes in full)

12. CONSIDER APPROVING EXTENSION OF CONTRACT WITH PHILADELPHIA AMERICAN LIFE INS., TO 12-31-88, FOR LIFE, MEDICAL & DENTAL COVERAGE FOR COUNTY EMPLOYEES:

Moved by Commissioner Pustka, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize extension of contract with Philadelphia American Life Insurance to 12-31-88, for life, medical, and dental for county employees as presented by Burke Sunday, representing Philadelphia American Life Insurance.

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

WHEREAS, an expanded County owned airport at Hull Field would cause increased air traffic resulting in vastly increased noise pollution;

WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Mark Kuhnemund	8827 Hydethorpe
Leana Kuhnemund	8827 Hydethorpe
Joyce Tillery	8823 Hydethorpe
Larry W. Tillery	8823 HYDETHORPE
Sherry Skynich	8815 Hydethorpe
[illegible]	8811 Hydethorpe
Sheila B. Mewaz.	8803 Hydethorpe
Christy Dahlgren	8803 Hydethorpe
[illegible]	8806 HYDETHORPE

AS PER ORIGINAL 02004

NAME	ADDRESS
Andrea Heard	9111 Havencrest Drive
P Heard	9111 Havencrest Drive
Cindy Wagner	14818 Wellington
Edward Wagner	14818 Wellington
Charles Starkey	15011 Tamore Dr. Houston, TX
Jessie L. Carter	15011 Tamore
Phyllis Kyzek	14810 Earlswood Dr
Clifford P. Barnhart	14814 Earlswood Dr.
M S Phillips	9106 Havencrest Dr.
Susie West	14719 Starbridge
Joy Powell	14723 Starbridge

AS PER ORIGINAL

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

WHEREAS, an expanded County owned airport at Hull Field would cause increased air traffic resulting in vastly increased noise pollution;

WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County. 02006 0034

SIGNATURES

NAME	ADDRESS
Laurie Armstrong	8822 Chelsworth
[illegible]	8807 Chelsworth
[illegible]	8822 Chelsworth
Norma Hernand	8702 Chelsworth
Laura M. Zuffredo	8723 Chelsworth
[illegible]	
Linda Young	8715 Chelsworth
[illegible]	Sam[illegible]
Luis O. Nevarez	
Fay Heuschkel	8710 Chelsworth

02007

AS PER ORIGINAL

NAME	ADDRESS
Donald Engelking	8802 CHELSWORTH
Elizabeth J Engelking	" "
Russell W. Lindberg	8806 "
John Lo Russo	8811 Chelsworth
Richard Lo Russo	8811 Chelsworth
Kenneth McNamara	8810 Chelsworth
Linda J. McNamara	8810 Chelsworth
EKP E. KUMAR PARUCHURI	8814 Chelsworth
Paul Kurt	8834 Chelsworth
Karen Kurt	8834 Chelsworth
Belinda Smith	8835 Chelsworth
Judy Lueders	8847 Chelsworth
Doug Lueders	8847 Chelsworth
Gary B. McHatton	8855 Chelsworth
Kenneth McHatton	8855 CHELSWORTH

Mrs. Liddell
25018 Havenridge

AS PER ORIGINAL

02008

0034

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

WHEREAS, an expanded County owned airport at Hull Field would cause increased air traffic resulting in vastly increased noise pollution;

WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

02009
0034

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Ashra [illegible]	14818 Earlswood
Jim & Judie Less	15010 Havenridge Dr.
Judy & Carl Blackman	15002 Havenridge
[illegible] Hossein	14954 Havenridge
Mahmood Hossein	14954 Havenridge
[illegible] Brooks	14922 Havenridge
[illegible]	14951 Havenridge
Rhonda [illegible]	
[illegible] Hast	15007 Havenridge
[illegible]	15018 Havenridge

AS PER ORIGINAL

02010

NAME	ADDRESS
Gene A. May	15039 TRAMORE DRIVE
Barbara C. May	15039 TRAMORE DRIVE
Carol P. Stevens	8843 Chelsworth
[illegible]	14959 Herrenridge
Michael F. [illegible]	9119 ROCKY VALLEY DR
[illegible]	9118 Rocky Valley Dr.
[illegible]	8822 Chelsworth Dr.
[illegible]	9203 Sabastian DR.
Rayl C. [illegible]	9203 SABASTIAN DR.

02011

AS PER ORIGINAL

0034

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

WHEREAS, an expanded County owned airport at Hull Field would cause increased air traffic resulting in vastly increased noise pollution;

WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Mike Grimland	15023 Rock Knoll
Terry White-Hodges	15019 Rock Knoll
Norman C. Neil	15035 ROCK KNOLL DR.
[illegible]	15035 Rock Knoll Dr.
J W Grimland	15023 Rock Knoll
SR Shaffer	15014 Rock Knoll
RF Shaffer	15014 Rock Knoll
Gary Carter	15011 Rock Knoll Dr.
Wendy L. Carter	15011 Rock Knoll
Sandy Rapp	15027 Rock Knoll

AS PER ORIGINAL 02012

NAME	ADDRESS
Sherrie Heatherly	15003 Rock Knoll
Stella Umana	15002 Rock Knoll
PAULA WHITE	8866 CHELSWORTH
Wayne Brinkley	15038 Rock Knoll
Joe Lagley	15030 Rock Knoll
[illegible]	15030 Rock Knoll
Donald [illegible]	15018 Rock Knoll Dr.
Michael [illegible]	15018 Rock Knoll Drive

Hydrethorpe & Kirby. 14719

02013

AS PER ORIGINAL

0034

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

WHEREAS, an expanded County owned airport at Hull Field would cause increased air traffic resulting in vastly increased noise pollution;

WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Frances Berry	8810 Hydethorpe, Hou. 77083
Michael A Berry, MD	8810 Hydethorpe, Hou. 77083
Lorenzo Moody	8806 Hydethorpe Hou 77083
[illegible]	8806 HYDETHORPE, Hou. 77083
Judy Clark	8811 Hydethorpe 77083
Gary Clark	8811 Hydethorpe 77083
Travis J Pipes	8814 Hydethorpe 77083
Mary A Pipes	8814 Hydethorpe 77083
S. S. Neuz	8803 Hydethorpe 77083
Dora Duncan	8822 Hydethorpe Dr. 77083

NAME	ADDRESS
Mitchell R. Robinson	8826 Hyde Harper Dr.
Susie Liddell	1508 Haverridge Dr.
Carmen Martinez	16105 Old Richmond Rd. Sugar Land
Sondra Gilpin	16302 Espinosa, Houston 77083
Linnay Cummings	15607 Sierra Valle

Vislamont

02015

AS PER ORIGINAL

0034

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

WHEREAS, an expanded County owned airport at Hull Field would cause increased air traffic resulting in vastly increased noise pollution;

WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Ray Koons	15018 Vistamont Dr.
Mary Koons	15018 Vistamont Dr.
Kenneth W. Stevens	15026 Vistamont
Dave Lee	15030 Vistamont
Patrick Kaye	15034 Vistamont
Margaret Chang	15046 Vistamont
James W. Moore	15035 Vistamont Dr
Tina Vaughan	15031 Vistamont Dr.
Betty Keesee	15023 Vistamont Dr.

AS PER ORIGINAL

NAME	ADDRESS
Ronald A. Roe	15011 Vistamont
Mary E. Roe	15011 Vistamont
Robert P. Pohl	15007 Vistamont
Jane M. Pohl	15007 Vistamont
[illegible]	9107 ROCKY VALLEY
Marla A. Walters	9107 Rocky Valley Dr.
Burl W Ruth	15015 Vistamont Houston TX
Patty Kaczor	15031 Vistamont
Joane M. Tamburino	15038 Vistamont
John T. McClain	15042 Vistamont
Johnnie R. McClain	15042 Vistamont

AS PER ORIGINAL

Tremore

02017

14719 Charlmont

0034

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

WHEREAS, an expanded County owned airport at Hull Field would cause increased air traffic resulting in vastly increased noise pollution;

WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

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WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Barbara Kilgore	14923 Tramore
Calvin L. Spencer	14931 Tramore
Dorothy Spencer	14931 Tramore
[illegible] Tamayo	14935 TRAMORE
[illegible]	14935 TRAMORE
[illegible]	14943 TRAMORE
[illegible]	14947 TRAMORE DR.
Andy Schiro	15007 TRAMORE
Jessie Carter	15001 Tramore
Marty Hanna	15023 TRAMORE

AS PER ORIGINAL 02018

0034

NAME	ADDRESS
Paul R. Weider	15014 Tramore
Sandra Weider	15014 TRAMORE
[illegible]	15002 TRAMORE
Germaine Barto	14946 Tramore
Donna Taylor	14938 Tramore

P E T I T I O N

AS PER ORIGINAL

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

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WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Vern Callahan	9110 Chesney Downs
Kathy Migala	9114 Chesney Downs
Sally Moore	9118 Chesney Downs
W. F. Moore	9118 Chesney Downs
Melvin Upson	9202 CHESNEY DOWNS DR.
Ruth Carner	9206 Chesney Downs
Sherri Stansel	9215 Chesney Downs
Wilma Record	9218 Chesney Downs
Janice Howard	9223 Chesney Downs
Andrea Miller	9211 Chesney Downs

02020

AS PER ORIGINAL

NAME	ADDRESS
Name	9110 Chesney Downs
Margaret Estepp	9115 Chesney Downs
Perry Estepp	9115 Chesney Downs
Sandra Strauss	~~9111 Chesney Downs~~
Harriet Cottrell	9107 Chesney Downs
R. Ryder	9106 Chesney Downs
Stella Ryder	9106 Chesney Downs
Richard L. Travis	9102 Chesney Downs
Melissa A. Travis	9102 Chesney Downs
[illegible]	9111 Chesney Downs
Beatrice J. Kumlin	9011 Chesney Downs
Georgia Grivas Hadjigeorghiou	9006 Chesney Downs
Midge Ingram	9010 Chesney Downs
William T. May	9018 Chesney Downs
Katharine M. Sutterfield	9023 Chesney Downs
[illegible]	9107 Chesney Downs
Wayne Callahan	9110 Chesney Downs

AS PER ORIGINAL

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

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WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Cheryl Flick	14719 Charlmont Drive
Gordon E. Flick	14719 Charlmont Dr.
Jo Dohner	14722 Charlmont Dr.
David E. Dohner	14722 Charlmont Dr.
Lois Diaz	14726 Charlmont Dr.
Gloria Diaz	14726 CHARLMONT
Janette DeHaan	14730 Charlmont
Terrence DeHaan	14730 Charlmont Dr
[illegible]	14727 Charlmont Dr.
Maria San Juan	14727 Charlmont Dr.

AS PER ORIGINAL

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

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WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Mary Lee Vice	8711 Woodleigh Dr
Trudie Rester	8707 Woodleigh Dr.
Carla Walker	8719 Woodleigh Dr.
Rhonda L. George	8723 Woodleigh Drive
Asma Khan	8803 Woodleigh Dr
[illegible]	8823
John Robertson	8827 Woodleigh Dr.
Angelo Rico	8915 Woodleigh Dr.
[illegible]	9019 Woodleigh
Delia Lazar	9203 Woodleigh

AS PER ORIGINAL

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

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WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

02024
0034

SIGNATURES

NAME	ADDRESS
Frank E. Martin	8906 High Haven Dr.
Heather Martin	8906 High Haven Dr
[illegible]	8902 High Haven Dr.
[illegible]	8834 HIGH HAVEN DR.
Nancy Coventry Maguire	8834 High Haven Dr
[illegible]	8830 High Haven Dr
Gary W Pacul	8826 High Haven DR.
Lou Ann Kacal	8826 HIGH HAVEN DR
Alan W. Bauer	8823 HIGH HAVEN DR.
Marianne E. Bauer	8823 High Haven Dr.

AS PER ORIGINAL

02025

0034

NAME	ADDRESS
Mohammed Wahabuddin	8827 HIGH HAVEN.
Melvin Springer	8831 ~~HIGH HAVEN~~
Judy Springer	8831 High Haven
[illegible]	8835 HIGH HAVEN
Mark A. Stuart	8839 High Haven
Yvonne M. Stuart	8839 High Haven
[illegible]	8903 High Haven Dr
Rebecca Kovach	8907 High Haven Dr
[illegible]	8907 High Haven Dr.
Stephen Bailey	8915 High Haven Dr.
Melda Bailey	8915 High Haven Dr.
David Fleishman	8931 High Haven
Lisa Fleishman	8931 High Haven
[illegible]	8942 High Haven Dr.
[illegible]	" " "
Milton J. Holub	8938 HIGH HAVEN HOU TX 77083
Diane B. Holub	" " " " " "
Jennie Ramsey	8926 High Haven Hou, TX 77083
Hein Doney C. Lim	8922 High Haven Dr. Houston, TX 77083
[illegible]	8918 High Haven
Jacquelyn Black	8918 High Haven
[illegible]	8926 High Haven 77083
NICK Poulos	8914 High Haven Dr
Vincent Tambo	8910 High Haven Dr.
Marilyn Tambo	8910 High Haven Dr.

P E T I T I O N

AS PER ORIGINAL

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

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WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
[illegible]	14835 KNIGHTSWAY
Kimberly K. Hemann	14835 KNIGHTSWAY
Jessie C. Fontenot	14839 Knightsway
Loretta F. Fontenot	14839 Knightsway
[illegible]	14831 Knightsway
Kathryn R. Elliott	14902 Delhaston Dr.
Catherine A. Jacob	14827 KNIGHTSWAY Dr.
Steve Jacobs	" "
Elvis Graham	14819 Knightsway
Denise Ferrell	14811 Knightsway

AS PER ORIGINAL

02027

NAME	ADDRESS
Rick Ferrell	14811 Knightsway
Marcia Harris	3027 E. Hickory Park Circle
Richard S. Harris	3027 E. Hickory Park Circle Sugar Land TX
Balakrishna Medavarapu	14719 Knightsway Dr.
Tanaki Medavarapu	14719 Knightsway Dr.
Annette Gussie	14714 Knightsway Dr.
Carol Sarrede	14726 Knightsway Dr.
Karen L. Riebe	8811 Kirkby
Jerry J. Riebe	8811 Kirkby
Mary J Scantlin	8807 Kirkby
C. J. Scantlin	8807 Kirkby
Rebecca L. Luck	8810 Kirkby
Phyllis Dailey	8814 Kirkby
Dennis Dailey	8814 Kirkby
Cheryle Schmidt	8839 Heatherly
Lester C. Schmidt	8839 Heatherly

02028
0034

AS PER ORIGINAL

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

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WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Michael Kay	9111 Pine Stream Ct 77083
Karen Pull	9107 Pine Stream 77083
Michael [illegible]	9107 Pine Stream Ct 77083
[illegible]	9103 Pine Stream Ct. 77083
Alicia Ramen	9103 Pine Stream Ct. 77083
[illegible]	9102 Pine Stream Ct. 77084
Carl Sterling	9102 Pine Stream Ct 77084
Richard C Heath	9106 Pine Stream Ct 77084
Diane K Heath	9106 Pine Stream Ct
Debbie Kay	9111 Pine Stream Ct

02029
0034

AS PER ORIGINAL

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

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WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Sandra S. Gamba	14338 Royal Hill Dr
Richard Kadlunek	14334 Royal Hill Dr.
Tommy J. Gill	14322 ROYAL HILL DR.
Barbara E. Gill	14322 ROYAL HILL DR.
Maria S Hamlin	14318 ROYAL HILL DR.
Steven P. Hamlin	14318 ROYAL HILL DR.
Mathew Almonza	14302 ROYAL HILLS DR
Robert [illegible]	# 111 Quail Valley APT.
Dean R. [illegible]	14242 Royal Hill
Donna Krumbling	14247 Royal Hill

AS PER ORIGINAL 02030

0034

NAME	ADDRESS
JARE ALLEN	14202 Royal Hill
[illegible]	14218 Royal Hill
[illegible]	" " "
[illegible] Allen	" 14202 Royal Hill
[illegible] Gavazzi	14118 Royal Hill
Diane Nielsen	14118 Royal Hill
Andrew E. Lewis	14106 Royal Hill
Robert L. Stewart	14102 Royal Hill Dr.
Joyce Stewart	" " " "
Maria M. Llagostera	14107 Royal Hill Dr.
Domingo Llagostera	14107 Royal Hill Dr.
[illegible]	14211 Royal Hill Dr.
[illegible]	14235 Royal Hill Dr.
Michael K. Shelton	14303 ROYAL HILL
J. L. Shelton	14303 Royal Hill
A. R. Lee	14339 Royal Hill
M. RAFIQ Gulamhusein	14422 MOORFIELD DR.
Vilma Gulamhusein	" "
Jill Neal	14407 Moorfield
Neelan Vees	14315 Moorfield DR
Karen McKinney	14302 Moorfield Dr.
Gary A Shaeffer	14222 Moorfield Dr.
Kay Shaeffer	14222 Moorfield Drive
B. D. Johnson	14218 MOORFIELD DR
Denise Johnson 14	14218 Moorfield Dr.
Joyce Howard	14214 Moorefield
[illegible] Howard	same
Anthony G. Kendrick	14206 MOORFIELD
[illegible]	9303 Moorfield Ct
Sue Burns	9307 Moorfield Ct
Daniel C. Baker	14303 Moorfield Dr.
Karen Baker	14303 Moorfield Dr.
Judy Morehead	14311 Moorfield
Amarjit Verma	14315 Moorfield

AS PER ORIGINAL

02031
0034

NAME	ADDRESS
Jimmy L. Voss	14343 Moorfield
Larry Fralahan	14527 SWANFIELD
Gayne Frederickson	14527 Swanfield
Neil N. Slotto	14523 Swanfield Drive Houston 77083
Joe Klinek	14515 Swanfield 77083
Sarah Klinek	14515 Swanfield Houston 77083
Reginald [illegible]	14423 SWANFIELD HOUSTON 77083
[illegible]	[illegible] Swanfield Dr. Houston, Tx. 77083
Christina Johnson	14331 Swanfield Dr.
Allen Ritchie	14327 SWANFIELD
[illegible]	14323 SWANFIELD
Shelley Mazzella	14323 Swanfield Drive
Dale Holley	14315 Swanfield Dr.
Nancy Kornegay	14315 Swanfield Dr.
Lisa Cook	14303 Swanfield Dr.
Sharilyn Prideaux	14223 Swanfield Dr.
Timothy R. Cook	14215 Swanfield Dr.
Theresa S. Cook	14215 Swanfield Dr.
Michael J. Rugen	14211 Swanfield Dr.
Julie Rugen	14211 Swanfield Dr.
David K. Robalais	14203 SWANFIELD DR.
Vera Robalais	14203 Swanfield
[illegible]	14206 SWANFIELD
David J. Masell	14210 Swanfield Dr.
Sara Mascaik	14210 Swanfield Dr
Barbara Murphy	9507 Saville Ct.
Shane D. Schmidt	9503 Saville Ct.
Sandy Ingro	9506 Saville Ct
David Ingro	9506 Saville Ct
Ralph L. Gonzalez	9511 Swanfield Ct.
Elvis Balcarce	9507 Swanfield Ct
Daniel Goon	9503 SWANFIELD Ct
Betty Goon	9503 Swanfield Ct
Sherry Upton	9510 Swanfield Ct.

AS PER ORIGINAL

02032
0031

NAME	ADDRESS
Theresa Neval	14334 Whitecross Dr
Van Upton	9510 Swanfield Ct.
Dick TRAN	14342 Whitecross Dr
[illegible]	14342 Whitecross
Kirk Bailey	14323 Whitecross Dr.
Gloria Bailey	14323 Whitecross Dr.
T. A. Reep	14302 Whitecross Dr
Doris P. Reep	14302 Whitecross Dr
Terry Pacarka	14230 Whitecross
M. Pacarka	14230 Whitecross
David A Petty	14226 Whitecross
Rita A Petty	14226 Whitecross
[illegible] Koss	14222 Whitecross
Theresa M Koss	" "
Michell Koss	14222 Whitecross
Mark Chou	14218 Whitecross
Susan Chou	" "
LeTisse Gallion	14214 Whitecross
Brad Gallion	" "
Dorothy P. Meriam	14202 Whitecross Dr.
R. S. Meriam Jr	" " "
X. NGUYEN	14210 WHITECROSS DR.
CHRISTINA NGUYEN	" " "
Bonnie Slack	14207 Whitecross
Mark Hartman	14215 Whitecross
Phyllis Hartman	14215 Whitecross
Dale R. Satriano	14227 Whitecross
Laurie Satriano	14227 Whitecross Dr.
[illegible]	14303 Whitecross Dr.
Elizabeth Hosner	14307 Whitecross Dr.
[illegible] Walton	14315 Whitecross Dr.
Susan Walton	14315 Whitecross Dr.
[illegible]	14319 Whitecross Dr.
Stephanie D. Stephen	14319 Whitecross

AS PER ORIGINAL 02033
0034

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

WHEREAS, an expanded County owned airport at Hull Field would cause increased air traffic resulting in vastly increased noise pollution;

WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Pamela Henry	15635 Scenic Haven
Timothy B. Brown	8603 Grand Knolls Drive
Nancy B. Brown	8603 Grand Knolls Drive
Cindy P. Thomas	15415 Scenic Haven
Mark S. Thomas	15415 Scenic Haven
John Usauskas	15411 SCENIC HAVEN
[illegible] Usauskas	15411 SCENIC HAVEN
Pramesh Patel	8327 Viny Ridge Dr
[illegible] Patel	8327 VINY Ridge DR
[illegible] Ducate	8315 Viny Ridge Dr

AS PER ORIGINAL

02034

NAME	ADDRESS
Frank J. Demp	8311 Viny Ridge 77083
Sonal R. Patel	8307 Viny Ridge 77083
Anthony P. Mortimovic	8302 " " "
Robin Hebert	8310 Viny Ridge 77083
Daniel Hebert	8310 Viny Ridge 77083
Hortense Lintz	8314 Viny Ridge 77083
William C. Kirby Jr.	15426 Scenic Haven 77083
Dawn T. Kirby	15426 Scenic Haven 77083
Joseph J. Pinkle	15502 Scenic Haven Dr.
Stella Pinkle	" " " "
K. P. MATHEWS. K. P. Mathews	15506 SCENIC HAVEN
Christine M. Tiani	15518 Scenic Haven
Eugene H. Tiani	15518 Scenic Haven
Onesimo Segovia	15526 Scenic Haven
Bryan Newman	15530 SCENIC HAVEN DRIVE
Mike Whitaker	15534 Scenic Haven
Sheila Whitaker	" " "
Stanley Moore	15542 Scenic Haven
Jennifer Moore	" " "
Marie Paten	15546 Scenic Haven
Stephen J. Kennedy	15602 Scenic Haven
Joanne E. Kennedy	" " "
Leonard A. Mizzell	15606 Scenic Haven
Lori G. Mizzell	15606 Scenic Haven
Amand K. Hedayati	15507 Scenic Haven
Roxana G. Brown	8306 Royal Grove CT
Bruce H. Brown	8306 Royal Grove CT.
Timothy J. Muranski	15611 SCENIC HAVEN
Karen B. Muranski	15611 Scenic Haven
Vincent [illegible]	15623 Scenic Haven
[illegible]	15638 SCENIC HAVEN
Odette Arnold	15526 RIO DEL SOL 77083
Nancy Chao	8615 ASHLAWN

02035
0034

AS PER ORIGINAL

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

WHEREAS, an expanded County owned airport at Hull Field would cause increased air traffic resulting in vastly increased noise pollution;

WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

WHEREAS, an expanded County owned airport at Hull Field would result in increased traffic congestion to traffic arteries in the area;

WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Jane E. Staznitta	8539 GRAND KNOLLS DR. HOU. 77083
Robert A. Hayes	8539 Grand Knolls Dr 77083
Charles Hackney	8714 Grand Knolls 77083
J Moreno	8702 Grand Knolls 77083
[illegible]	8702 Grand Knolls 77083
Debbie Salas	8614 Grand Knolls 77083
Sandra L. O'Krinsky	8610 Grand Knolls D- 77083
Paul W. O'Krinsky	8610 Grand Knolls Dr - 77083
Victoria Estep	8538 Grand Knolls Dr 568-7929
Sultan Alam	8526 Grand Knolls 495-3486

AS PER ORIGINAL

NAME	ADDRESS
Fatima R. Alam	8526 Grand Knolls Dr. 495-3486
Randal [illegible]	8518 Grand Knolls
[illegible]	8514 Grand Knolls.
Lula R. Mack	8506 Grand Knolls
Carrie Parker	8502 GRAND KNOLLS
Fred Thomas	8434 Grand Knolls.
Chuck [illegible]	8430 Grand Knolls
Blanca Suarez	8422 Grand Knolls
Ignacio Suarez	8422 Grand Knolls
Donna L. Smith	8531 Grand Knolls
Ronald E. [illegible]	8527 GRAND Knolls Dr
[illegible]	8507 GRAND Knolls
[illegible]	8507 GRAND Knolls
John P. [illegible]	8527 GRAND Knolls Dr.
Diane Jensen	15514 Riverside Grove Dr.
James Schwartz	8419 GRAND KNOLLS DR
Patricia Schwartz	8419 GRAND KNOLLS DR
[illegible]	8531 GRAND KNOLLS DR
[illegible]	8611 " "
[illegible]	8618 GRAND KNOLLS DR
Jean Hanzalik	15602 Riverside Grove
[illegible]	
Melissa White	15422 Riverside Grove
Wilfred S. White	" " "
James W Mellett	15410 RIVERSIDE GROVE
Terri Busha	15402 Riverside Grove
[illegible]	15402 Riverside Grove
Terry W. Smith	8619 Grand Knolls Dr
[illegible]	8615 ASHLAWN
[illegible]	8523 Ashlawn

AS PER ORIGINAL

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

WHEREAS, an expanded County owned airport at Hull Field would cause increased air traffic resulting in vastly increased noise pollution;

WHEREAS, an expanded County owned airport at Hull Field would result in a clear and present danger to residential areas, schools, and hospitals in the immediate flight path;

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WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Angie Ann Ahmed	15610 River Side grove Hou Tx 77083
Jason Hanzalik	15602 Riverside Gro Hou Tx
[illegible]	15423 " "
[illegible]	15411 " "
[illegible]	15407 " " "
[illegible]	15335 Riverside Gr.
Michael W. Graham	15335 Riverside Gr
Rolando Acosta	15307 RIVERSIDE GR.
Mary Acosta	15307 Riverside Gr.

AS PER ORIGINAL

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

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WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Mark O'Kinsky	8610 Grand Knolls Dr.
Hattie Gustala	14511 Laterna Ln.
Margaret Gorman	3607 No. 1 Hy 6 S.
[illegible]	14502 Laterna
[illegible]	14128 Laterna Lane
Deloyd O'Kinsky	7811 Soledad Dr.
Michael O'Kinsky	7811 Soledad Dr.
Thomas Salazar	6301 Sierra Blanca 4305
P. M. Paul	8310 Woodland Willows Dr
[illegible]	8310 Woodland Willows Dr

AS PER ORIGINAL

02039

NAME	ADDRESS
Maria Mizia	8327 Woodland Willows
Lou Ann Lyan	8419 Wood Land Willows
Daryl Deci	8423 Woodland Willows
Daniel Bennett	8543 Woodland Willows
Janet Middleton	15507 Wildwood Dr.
James Middleton	15507 Wildwood Dr.
Mrs. Billy C. Bryant	15319 Wildwood Lake Dr.
Mr. Ed Allahverdian	15318 Wildwood Lake Dr
Grace Allahverdian	15318 Wildwood Lake Dr
Patty L Garrison	8515 Woodland Willows Dr
Michael Garrison	8515 Woodland Willows Dr
Norman Hoffman Jr.	8519 Woodland Willows
Christina Hoffman	8519 Woodland Willows
Bruce Schmacher	8535 Woodland Willows
Glenn Grant	8551 Woodland Willows
Aubrey R. Passafuma Jr.	15302 Evergreen Pl
Ronnah B. Passafuma	15302 Evergreen Place
Anthony Gerona	15422 Wildwood Glen
Marc Gerona	15422 Wildwood Glen
Martha Ouiu	15622 Wildwood Lake
Mark Ouiu	15622 Wildwood Lake

AS PER ORIGINAL

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

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WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Richard Daniels	8426 Ashlawn Dr.
Anita Kissentaner	8506 Ashlawn DR.
Marty [illegible]	8618 Ashlawn Dr.
[illegible]	8626 ASHLAWN DR.
[illegible]	8407 Elm Lake Dr.

02041

AS PER ORIGINAL

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

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WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
[illegible]	8426 Grand Knolls, Houston
[illegible]	8426 Grand Knolls, Houston
[illegible]	15914 Riverside Grove
[illegible]	15914 Riverside Drive
Debra A Watkins	15922 Riverside Gr.
Keith Watkins	15922 Riverside Gr.
Marvin Johnson	15930 Riverside
[illegible]	" "
[illegible]	8515 Elm Lake Dr
Sandra Olivier	8511 Elm Lake Dr

AS PER ORIGINAL 02042

0034

NAME	ADDRESS
Steppu Olivieri	8511 Elm Lake Dr.
Parwathi Hemnauth	8506 Elm Lake Dr
Donald W. Shelson	8411 Elm Lake Dr.
Andi Coker	8410 Elm Lake Dr.
Sarah El'Amin	8402 Elm Lake
[illegible]	8402 ELM LAKE
Lisa McCarlin	8427 Green Cedar
[illegible]	8427 Green Cedar
Juan Hernandez S.	8503 Green Cedar
Sandra Sanchez	8503 Green Cedar
Arthur Sanchez	8503 Green Cedar
Mr & Mrs Marc S. Riggs	8507 Green Cedar
Mrs Virginia Montemayor	8507 GREEN CEDAR
Janie Bailey	8511 Green Cedar
Mr & Mrs DAVID QUACKENBUSH	8515 Green Cedar
Dimas Carrazo	8602 Green Cedar
John Andrews	8602 Green Cedar
Debbie Wells	8603 Green Cedar
Rene Cambe	8519 Green Cedar.
Susan Hardie	8611 Green CEDAR
John Hardie	8611 Green Cedar
LOOK ROMANO	8322 ROSE GARDEN
Jere Dehlitt	8319 ASHLAWN DR.
ARMANDO PEREZ	8507 ASHLAWN DR.
Mary E. Harrison	8522 Ashlawn Dr.
Renee Bralley	8526 Ashlawn Dr.
Julita Perez	8602 Ashlawn Dr.
Pete Perez	8602 Ashlawn Dr
Nancy L. Peo	8615 Ashlawn
[illegible]	8626 Ashlawn
[illegible]	15910 Riverside Cove
[illegible]	8602 ELM LAKE
[illegible]	8602 ELM LAKE
[illegible]	8513 ELM LAKE

AS PER ORIGINAL 02043

NAME	ADDRESS
Kathleen J. Churchill	8418 Elm Lake
Fabio H Tobon	8402 Grand Knolls
Felicia Tobon	8402 Grand Knolls

02044 #7

AS PER ORIGINAL

0034

P E T I T I O N

TO: The Honorable Judge Jodie Stavinoha, County Judge Fort Bend County, Texas; The Honorable Johnny Putska, Ben Denham, Bob Lutts, and Alton Pressley; County Commissioners of Fort Bend County, Texas.

WHEREAS, the Fort Bend County Commissioners Court is considering purchasing Hull Airport and maintaining and operating said facility as a County owned airport;

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WHEREAS, an expanded County owned airport would cause drastically decreased property values.

THEREFORE BE IT RESOLVED, we the undersigned citizens do hereby oppose any purchase of Hull Airport by Fort Bend County.

SIGNATURES

NAME	ADDRESS
Val Gause	8606 Grand Knolls Dr. Houston 77083
Mrs A. B. Heumann	15706 Wildwood Lake Dr Hous 77083
Mr + Mrs Sewell	15614 Wildwood Lake Dr
Mr & Mrs Khan	15606 Wildwood Lake Dr. Hous 77083
J. C. Nolls	15506 Wildwood Lake Dr H.T. 77083
Gerald E. Wilson	15511 Wildwood Lake Dr. 77083
Paul J. Tremblay	15414 Wildwood Lake Dr Houston 77083
Dorothy M. Crawford	15403 WILDWOOD LAKE RD. H. 77083
Stanley W. Crawford	15403 Wildwood Lake Rd H. 77083
Scott Jordan	15407 WILDWOOD LAKE Dr. 77083

AS PER ORIGINAL

02045

NAME	ADDRESS
[illegible]	15422 Wildwood Lk
Dawn Palmer	15411 Wildwood Lake
Craig A. Wilson	15423 Wildwood Lake
JIMMY DAO	15419 Wildwood Lake
DEBORAH TRAN	15427 WILDWOOD LAKE
LOC VAN TRAN	15427 WILDWOOD LAKE
Rey F. QUIBALLO	15515 WILDWOOD LAKE
LEE, CHEE-KHOON	15523 WILDWOOD LAKE DR.
Harold E. Kent HAROLD E. KENT	8406 WOODLAND WILLOWS
Donna K. Kent	8406 Woodland Willows
Ernesto Mejia	8327 WOODLOW WILLOW
Dolores Mejia	8327 Woodland Willows
Clif Adcock	8331 Woodland Willows
[illegible]	8419 WOODLANDS WILLOWS
Marsha Hieronimus	8539 Woodland Willows Dr.
Eileen Reynolds	8547 Woodland Willows Dr.
[illegible]	8547 Woodland Willows Dr.
Deborah S Guest	8551 Woodland Willows
[illegible]	8559 Woodland Willows
Gary P Seymour	8603 Woodland Willows
Glyndell R. Adams	8607 Woodland Willows
Billy C. Bryant	15319 Wildwood Lake Dr.
Barbara U Adcock	8331 Woodland Willows
Robert B. Folk	15310 Evergreen Pl. Dr.
Bryan Collins	15314 Evergreen Pl. Dr.
Dana M. Collins	15314 Evergreen Pl. Dr.
Miketh J. Kazemi	15326 Evergreen Place DR
William L Buckley Jr	15410 EVERGREEN Pl Dr
Belinda Buckley	15410 Evergreen Pl. Dr
Arnold A. Heal	15418 Evergreen Pl Dr.
[illegible]	15422 Evergreen Pl. Dr.
[illegible]	15422 Evergreen Pl. Dr.
[illegible] Van Biner	15422 Evergreen Pl. Dr.
David Trevino	15423 Evergreen Pl

AS PER ORIGINAL

NAME	ADDRESS
Dee Marlo	15423 EVERGREEN PL.
JAIME E. LOCK	15426 EVERGREEN PLACE.
Connie Lock	Same as above
Barbara Lea Bennett	15535 Evergreen Place Dr.
[illegible]	same).
Kimiko Bobrovsky	15503 Evergreen Pl DR
A Cranford	15510 Wildwood Glen
CURTIS CRANFORD	15510 WILDWOOD GLEN
Aparicio C. Constantino	15527 Evergreen Pl Dr
Barbara Dial	15515 Evergreen Pl Dr
H. [illegible]	15515 Evergreen Pl Dr
J. Bobrovsky	15503 Evergreen Pl. Dr
D. Marshall	15427 Evergreen Pl. Dr.
M. Marshall	15427 Evergreen Pl. Dr.
[illegible]	15411 Evergreen Pl. Dr.
Kim Lynch	15411 EVERGREEN PL DR.
[illegible]	15407 EVERGREEN
Debbie Cooke	10319 West Edge Dr.
Debora Hawnsley	15407 Evergreen Pl. Dr.
Ray F. Hause	8606 Grand Knolls
Michael Pendleton	15423 Wildwood Glen
Clara J. Pendleton	15423 Wildwood Glen
Ray & Sylvia Grigsby	15419 Wildwood Glen
Theresia [illegible]	15419 Wildwood Glen
Mary E. Cunnane	15407 Wildwood Glen
[illegible]	15403 WILDWOOD GLEN
Carlen Edinkewing	15403 Wildwood Glen
Jana Kuzniar	15403 Wildwood Glen
Timothy J. Palmer	15315 Wildwood Glen
Tamara Palmer	15315 Wildwood Glen
Jill Warren	15311 Wildwood Glen
Terri Whitaker	15322 Wildwood Glen
[illegible]	15322 Wildwood Glen
Robert P. Hammond	15410 WILDWOOD GLEN DR.

AS PER ORIGINAL

NAME	ADDRESS
Wanda Hammond	15410 Wildwood Glen
Patricia Sergent	16314 Maple Downs
Anama R. Chadwi	15502 Wildwood Glen
Patty Escobedo	16315 Redwood Forest
Carl M. Castillo	16307 Redwood Forest Ct.
Ronald T. Devine	16306 Redwood Forest Ct
Joyce E. Devine	16306 Redwood Forest Ct
Matt Schloemer	16310 Redwood Forest Ct.
Gary Whitehouse	16314 Redwood Forest Ct.
Vicky Borne	16318 Maple Downs
Lewis ~~Lillie~~ Bright	16302 Maple Downs
Lillie Bright	16302 Maple Downs
Steven W. Bailey	14515 Royal Hill Drive
Jo Banyko	14515 Royal Hill Drive
Maryann Brisette	14427 Royal Hill Dr.
Francois M. Delattre	14419 Royal Hill Dr.
Deborah A. Delattre	14419 Royal Hill Dr.
[illegible]	14407 Royal Hill Dr
Yuel Amphan	14407 Royal Hill Dr
Karen L. White	14430 Royal Hill Dr.
Ben B. White	14430 Royal Hill Dr.
Mary Luckett	14502 Royal Hill Dr.
Michael Stratton	14506 Royal Hill Dr.
Thelma Sirman	9506 Chalford
Bill Sr	9506 Chalford
[illegible]	9515 CHALFORD
[illegible]	9515 CHALFORD
Mary Lynn Kallina	9515 Chalford
[illegible] McGrath	9511 Chalford DR 77083
I. H. McGRATH	9511 CHALFORD
Joseph Misrahi	9514 Chalford
[illegible]	9514 Chalford
Adolfo Misrahi	9514 Chalford
[illegible]	9519 CHALFORD

AS PER ORIGINAL 02048

0034

County Court At Law

FORT BEND COUNTY
RICHMOND, TEXAS 77469

THOMAS R. CULVER, III
JUDGE

AREA CODE 713
342-3411

February 10, 1988

TO: Fort Bend County Commissioner's Court
FROM: Fort Bend County Juvenile Board

RE: Detention Renovation

Gentlemen:

The undersigned members of the Fort Bend County Juvenile Board have reviewed the proposed renovation, which is attached hereto, and request that said contract be approved by the Fort Bend County Commissioners Court.

Very truly yours,

Thomas R. Culver, III
Chairman, Fort Bend County
Juvenile Board

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 E. Stavinoha
County Judge

Thomas O. Stansbury
Judge, 328th District Court

AS PER ORIGINAL

OMB Approval No 0348-0008

FEDERAL ASSISTANCE

02049

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: Juvenile Probation Department
- c Street/P O Box: 307 South Fort Street
- d City: Richmond
- e County: Fort Bend
- f State: Texas
- g ZIP Code: 77469
- h Contact Person (Name & Telephone No): Dennis A. McAfee, Chief (713) 341-4423

5 EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001969-2

6 PROGRAM (From CFDA)
- a NUMBER: 89 . C 06
- MULTIPLE [ ]
- b TITLE: Construction/Renovation Project

7 TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project)

Construction/Renovation Project

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	18,952	00
d LOCAL	17,527	00
e OTHER		00
f Total	$36,479	00

13 CONGRESSIONAL DISTRICTS OF
- a APPLICANT: House#26,27 Senate#13,17,18
- b PROJECT

14 TYPE OF APPLICATION
A—New; B—Renewal; C—Revision; D—Continuation; E—Augmentation

Enter appropriate letter: A

15 PROJECT START DATE (Year month day) 19 89 01 03

16 PROJECT DURATION: 12 Months

17 TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancellation; F—Other (Specify)

Enter appropriate letter(s)

18 DATE DUE TO FEDERAL AGENCY ► (Year month day) 19

19 FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office

20 EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division

b ADMINISTRATIVE CONTACT (IF KNOWN)

c ADDRESS: P. O. Box 12428, Austin, Texas 78711

21 REMARKS ADDED: [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 _____

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

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

SN 7540-01-008-8162
REVIOUS EDITION

CJD-1

STANDARD FORM 424 PAGE 1 (Rev 4-84)
Prescribed by OMB Circular A-102

County Court At Law

FORT BEND COUNTY
RICHMOND, TEXAS 77469

THOMAS R. CULVER, III
JUDGE

AREA CODE 713
342-3411

February 10, 1988

TO: Fort Bend County Commissioner's Court
FROM: Fort Bend County Juvenile Board

RE: Information Systems

Gentlemen:

The undersigned members of the Fort Bend County Juvenile Board have reviewed the proposed system, which is attached hereto, and request that said contract be approved by the Fort Bend County Commissioners Court.

Very truly yours,

Thomas R. Culver, III
Chairman, Fort Bend County
Juvenile Board

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 E. Stavinoha
County Judge

Thomas O. Stansbury
Judge, 328th District Court

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

3 STATE APPLICATION IDENTIFIER (NOTE TO BE ASSIGNED BY STATE) — a NUMBER: 02051 — 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: 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): Dennis A. McAfee, Chief
- i Telephone No.: (713) 341-4423

5 EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001969-2

6 PROGRAM (From CFDA) — a NUMBER: 8 9 · F 0 1 — MULTIPLE [ ] — b TITLE: Information Systems

7 TITLE OF APPLICANT S PROJECT (Use section IV of this form to provide a summary description of the project): Information Systems

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	134,160	00
d LOCAL	23,013	00
e OTHER		00
f Total	$157,173	00

13 CONGRESSIONAL DISTRICTS OF
- a APPLICANT: House#26,27 Senate#13,17,18
- b PROJECT

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

15 PROJECT START DATE (Year month day): 19 89 01 03

16 PROJECT DURATION: 12 Months

17 TYPE OF CHANGE (For 14c or 14e)
A—Increase Dollars; B—Decrease Dollars; C—Increase Duration; D—Decrease Duration; E—Cancelation; 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 [X] No

SECTION II—CERTIFICATION

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

23 CERTIFYING REPRESENTATIVE
- a TYPED NAME AND TITLE: Jodie E. Stavinoha, County Judge
- b SIGNATURE: Jodie E. Stavinoha

24 APPLICATION RECEIVED (Year month day) 19

25 FEDERAL APPLICATION IDENTIFICATION NUMBER

26 FEDERAL GRANT IDENTIFICATION

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

8

02052

AS PER ORIGINAL

.034

County Court At Law

FORT BEND COUNTY
RICHMOND, TEXAS 77469

THOMAS R CULVER, III
JUDGE

AREA CODE 713
342-3411

February 9, 1988

TO: Fort Bend County Commissioner's Court
FROM: Fort Bend County Juvenile Board

RE: 1988 Purchase of Services Grant

Gentlemen:

The undersigned members of the Fort Bend County Juvenile Board have reviewed the proposed grant, which is attached hereto, and request that said grant be approved by the Fort Bend County Commissioners Court.

Very truly yours,

Thomas R. Culver, III
Chairman, Fort Bend County
Juvenile Board

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 E. Stavinoha
County Judge

Thomas O. Stansbury
Judge, 328th District Court

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

Leave Blank

3 STATE APPLICATION IDENTIFIER NOTE TO BE ASSIGNED BY STATE
a. NUMBER 02053
b DATE ASSIGNED Year month day 19

AS PER ORIGINAL

SECTION I—APPLICANT/RECIPIENT DATA

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): Dennis A. McAfee, Chief Juv. Prob. Officer
i Telephone No.: (713) 341-4423

5 EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001969-2

6 PROGRAM (From CFDA)
a NUMBER 8 9 . C 0 3
MULTIPLE ☐
b TITLE Purchase of Juvenile Services

7 TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project)
Purchase of Juvenile Services

8 TYPE OF APPLICANT/RECIPIENT
A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—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 House #26,27 Senate #13,17,18
b PROJECT

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

15 PROJECT START DATE Year month day 19 89 01 03

16 PROJECT DURATION 12 Months

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

18 DATE DUE TO FEDERAL AGENCY ► Year month day 19

19 FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office

20 EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division

b ADMINISTRATIVE CONTACT (IF KNOWN)

c ADDRESS: P. O. Box 12428, Austin, Texas 78711

21 REMARKS ADDED
☐ Yes ☒ No

SECTION II—CERTIFICATION

22 THE APPLICANT CERTIFIES THAT► To the best of my knowledge and belief data in this preapplication application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved

a YES THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON
DATE _____

b NO PROGRAM IS NOT COVERED BY E.O. 12372 ☐
OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW ☐

23 CERTIFYING REPRESENTATIVE
a TYPED NAME AND TITLE: Jodie 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

ISN 7540-01-008-8162
REVIOUS EDITION

CJD-1

STANDARD FORM 424 PAGE 1 (Rev. 4-84)
Prescribed by OMB Circular A-102

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

3 STATE APPLICATION IDENTIFIER (NOTE TO BE ASSIGNED BY STATE) — a NUMBER: U2054 0034; b DATE ASSIGNED (Year month day) 19

Leave Blank

AS PER ORIGINAL

SECTION I—APPLICANT/RECIPIENT DATA

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): Dennis A. McAfee, Chief Juv. Prob. Officer
- i Telephone No.: (713) 341-4423

5 EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001969-2

6 PROGRAM (From CFDA) — a NUMBER: 8 9 . C 0 3; MULTIPLE ☐; b TITLE: Purchase of Juvenile Services

7 TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project.)
Purchase of Juvenile Services

8 TYPE OF APPLICANT/RECIPIENT
A—State; B—Interstate; C—Substate Organization; D—County; E—City; F—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: House #26,27 Senate #13,17,18
- b PROJECT

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

15 PROJECT START DATE (Year month day): 19 89 01 03

16 PROJECT DURATION: 12 Months

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

18 DATE DUE TO FEDERAL AGENCY ▶ (Year month day) 19

19 FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office

20 EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division

b ADMINISTRATIVE CONTACT (IF KNOWN)

c ADDRESS: P. O. Box 12428, Austin, Texas 78711

21 REMARKS ADDED: ☐ Yes ☒ No

SECTION II—CERTIFICATION

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

23 CERTIFYING REPRESENTATIVE
- a TYPED NAME AND TITLE: Jodie Stavinoha, County Judge
- b SIGNATURE

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 Approval No. 0348-0006

FEDERAL ASSISTANCE

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

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

3. STATE APPLICATION IDENTIFIER NOTE TO BE ASSIGNED BY STATE
a NUMBER 02055
b DATE ASSIGNED Year month day 19

0034

Leave Blank

AS PER ORIGINAL

SECTION I—APPLICANT/RECIPIENT DATA

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): Dennis A. McAfee, Chief Juv. Prob. Officer
i Telephone No.: (713) 341-4423

5. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001969-2

6 PROGRAM (From CFDA)
a NUMBER 8 9 . C 0 5
MULTIPLE [ ]
b TITLE Juv. Corrections Programs 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 Corrections Programs for Serious and Repeat Offenders

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

9 AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)
Fort Bend County

10 ESTIMATED NUMBER OF PERSONS BENEFITING

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

12 PROPOSED FUNDING
a FEDERAL $ 00
b APPLICANT 7,859 00
c STATE 31,436 00
d LOCAL 00
e OTHER 00
f Total $39,295 00

13 CONGRESSIONAL DISTRICTS OF
a APPLICANT House # 26,27 Senate #13,17,18
b PROJECT

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

15 PROJECT START DATE Year month day 1989 01 03

16 PROJECT DURATION 12 Months

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

18 DATE DUE TO FEDERAL AGENCY ► Year month day 1988 05 27

19 FEDERAL AGENCY TO RECEIVE REQUEST: Governor's Office

20 EXISTING FEDERAL GRANT IDENTIFICATION NUMBER

a ORGANIZATIONAL UNIT (IF APPROPRIATE): Criminal Justice Division

b ADMINISTRATIVE CONTACT (IF KNOWN)

c ADDRESS: P. O. Box 12428, Austin, Texas 78711

21 REMARKS ADDED
[ ] Yes [XX] No

SECTION 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

24 APPLICATION RECEIVED Year month day 19

25 FEDERAL APPLICATION IDENTIFICATION NUMBER

26 FEDERAL GRANT IDENTIFICATION

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

ISN 7540-01-008-8162
PREVIOUS EDITION

CJD-1

STANDARD FORM 424 PAGE 1 (Rev. 4-84)
Prescribed by OMB Circular A-102

AS PER ORIGINAL

AGENDA ITEM 9

02056

0034

County Court At Law

FORT BEND COUNTY
RICHMOND, TEXAS 77469

THOMAS R. CULVER, III
JUDGE

AREA CODE 713
342-3411

February 9, 1988

TO: Fort Bend County Commissioner's Court
FROM: Fort Bend County Juvenile Board

RE: Proposed Telephone System for Probation Department

Gentlemen:

The undersigned members of the Fort Bend County Juvenile Board have reviewed the proposed telephone system, which is attached hereto, and request that said telephone system be approved by the Fort Bend County Commissioners Court.

Very truly yours,

Thomas R. Culver, III
Chairman, Fort Bend County
Juvenile Board

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 E. Stavinoha
County Judge

Thomas O. Stansbury
Judge, 328th District Court

AT&T

02057

Product Agreement

0034 AIS1542 (11-86)

AS PER ORIGINAL

Customer Name	AT&T INFORMATION SYSTEMS INC.	Contract No.
Fort Bend County of Auditors Office		016-839-1134
Address: 500 Jackson	Address: 5 Greenway Plaza East	
	Room 3000	AT&T Contact: Gail McWhorter
City: Richmond, State: Tx, Zip Code: 77469	City: Houston, State: Tx, Zip Code: 77046	Telephone No.: (713) 968-5244

Check Appropriate Transaction Type: XX Purchase ☐ Purchase-in-place

Product/Service Description	Price Element Code	Warranty Term (Months)	Warranty Cvrg*	Lic. Fee	Quantity	Purchase Price License Fee	Installation/ One-Time Charge
6 Button Spirit	3130-006	12	1		12	$2,295.00	0.00
24 Button Spirit	3130-024	12	1		2	501.50	0.00
Spirit 1224 CNT	6031-408	12	1		1	1,831.75	0.00
8 Stat Expansn	60313	12	1		1	191.25	0.00

Remarks: Customer to self install.

*Warranty Coverage: 8:00 am–5:00 pm; Mon.–Fri. (1); 24 Hours; 7 Days (2); Mail In/Depot/Hotline (3)	Progress Payment Schedule	Total This Page	$4,819.50	0.00
	$ Contract Signing	Subtotal From Attached (0) Additional Page(s)	0.00	0.00
Freeze Date: 1-19-88	$ Date	Shipping (Estimated Total Transportation Costs)	0.00	11.97
Delivery Date	$ Date	Filing Or Other Fees	0.00	0.00
Installation Date	$ Date	Advance Payments/ Other Credits	(0.00)	(0.00)
Post Warranty Maintenance Elected ☒ Yes ☐ No. If yes, see Maintenance Agreement attached.	$ Date	Grand Total	$4,819.50	11.97
	$ As Invoiced	All Prices And Rates Are Exclusive Of Sales/Use Tax		

CUSTOMER'S SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY AT&T. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR AT&T TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.

307 Fort
Equipment Location Address

Rosenberg Tx 77471
City State Zip Code

Fort Bend County of Auditors Office
(Customer)

By: X
(Authorized Customer Signature)

Jodie E. Stavinoha, County Judge
(Typed Or Printed Name And Title)

February 9, 1988
(Date)

AT&T INFORMATION SYSTEMS INC.

Accepted By: _____

(Typed Or Printed Name)

(Title)

Address

City State Zip Code

(Date)

ORIGINAL

TELEPHONE SYSTEM JUVENILE PROBATION

TOTAL COST CURRENT LEASED SYSTEM 1 YEAR	$19,792.20
TOTAL COST PROPOSED OWNED SYSTEM 1 YEAR	$ 9,449.22
FIRST YEARS SAVINGS:	$10,342.98

Total cost includes AT&T as well as Southwestern Bell. Actual purchase price of system is $4,819.50 plus $11.97 freight.

Competitive bids are not required; however, due to the unusual nature of the purchase the Purchasing Agent asks that the matter be recorded in the minutes of Commissioners Court.

2/9 xc: 4 Commissioners
County Clerk
Neville Lancaster

//
02059

AS PER ORIGINAL

INVOICE FOR COURT AGENDA/ACTION:

0034

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: February 8, 1988

RE:
1. CONTRACTOR'S PAYMENT APPLICATION #6
2. ARCHITECT'S SUPERVISION FEE

PROJECT: FORT BEND COUNTY COURTHOUSE ANNEX II

1. LEBCO CONSTRUCTORS, INC. : $275,305.00

2. Chris DiStefano & Assoc.,Inc. Supervision fee: $2,136.80

Chris Di Stefano
Chris DiStefano, AIA

cc: Kathy Hynson, County Treasurer

approved
C.C.
2/15/88

9

COUNTY

02060

AS PER ORIGINAL

PLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

OWNER: Ft. Bend County Commissioners Court
Hon. Jodie Stavinoha, County Judge
PO Box 368, Richmond, Tx. 77469

PROJECT: FT. BEND COUNTY COURTHOUSE ANNEX II

APPLICATION NO. 67 REVISED

PERIOD TO: 01/31/88

OWNER / ARCHITECT / CONTRACTOR

FROM (CONTRACTOR): Lebco Constructors, Inc.
PO Box 771949
Houston, Texas 77215

VIA (ARCHITECT): DiStefano Architects
2500 City West Blvd. #2010
Houston, Texas 77042

ARCHITECT'S PROJECT NO.

CONTRACT FOR:

CONTRACT DATE: July 20, 1987

CONTRACTOR'S APPLICATION FOR PAYMENT

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

COUNTY TREASURER
FORT BEND COUNTY
REGISTERED
FEB - 9 1988

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.

approved
cc
2/15/88

CONTRACTOR: LEBCO CONSTRUCTORS, INC.

By: [signature] Date: 2/5/88

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

1. ORIGINAL CONTRACT SUM ..... $ 5,265,600.00
2. Net change by Change Orders ..... $ -0-
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... $ 5,265,600.00
4. TOTAL COMPLETED & STORED TO DATE ..... $ 1,674,023.00
   (Column G on G703)
5. RETAINAGE:
   a. 5 % of Completed Work $ 83,699.00
   (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) ..... $ 83,699.00
6. TOTAL EARNED LESS RETAINAGE ..... $ 1,590,324.00
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) ..... $ 1,315,019.00
8. CURRENT PAYMENT DUE ..... $ 275,305.00
9. BALANCE TO FINISH, PLUS RETAINAGE ..... $ 3,675,276.00
   (Line 3 less Line 6)

State of: Texas County of: Harris

Subscribed and sworn to before me this 5th day of February, 1988

Notary Public: Cynthia L. Dalco

My Commission Expires:

CYNTHIA L. DALEO
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 11, 1990

AMOUNT CERTIFIED ..... 275,305.

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Chris Di Stefano Date: 2-8-88

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.

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.

AS PER ORIGINAL

020609

0034

TSAI 2/05/88 LEBCO CONSTRUCTORS PAGE 2

107 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 07

1/01/88 TO 1/31/88

	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
1	GENERAL CONDITIONS	177,281	74,458	12,410		86,868	49	90,413	4,343
2	TESTING LABORATORY	20,000	9,800			9,800	49	10,200	490
3	DEMOLITION	16,257	16,257			16,257	100		813
4	DIRTWORK	23,588	21,229			21,229	90	2,359	1,061
5	TERMITE TREATMENT	712		712		712	100		36
6	SITE CONCRETE	25,416						25,416	
7	ASPHALT PAVING	13,375						13,375	
8	BUILDING CONCRETE	752,430	541,750	173,059		714,809	95	37,621	35,740
9	REINFORCING	235,564	169,606	49,469		219,075	93	16,489	10,954
10	PRECAST PLANKS	16,217						16,217	
11	MASONRY	518,135		5,181		5,181	1	512,954	259
12	STRUCTURAL STEEL	128,937	108,307			108,307	84	20,630	5,415
13	CARPENTRY	16,729						16,729	
14	MILLWORK & DOORS	106,032						106,032	
15	BUILT-UP ROOFING	98,937						98,937	
16	DAMPPROOFING/FLASHING	47,793						47,793	
17	HOLLOW METAL	13,229						13,229	
18	GLASS & GLAZING	191,947	1,919			1,919	1	190,028	96
19	FINISH HARDWARE	73,000						73,000	
20	ALUM DOOR FRAMES	31,149						31,149	
21	DRYWALL	225,094						225,094	
22	LATH & PLASTER	2,911						2,911	
23	PAINTING	54,040						54,040	
24	ACCOUSTICAL CEILINGS	104,426						104,426	
25	RESILIENT FLOORING	87,263						87,263	
26	CERAMIC TILE	27,430						27,430	
27	MARBLE WORK	210,868						210,868	
28	SPRAY FIREPROOFING	4,073						4,073	
29	TOILET ACCESSORIES	10,502						10,502	
30	FLAGPOLES	2,065						2,065	
31	GRAPHICS	15,000						15,000	
32	DIRECTORY & SIGN	3,400						3,400	
33	FLOOR MATS	2,066						2,066	
34	MOVABLE PART: SHELVES	35,596						35,596	
35	APPLIANCES	4,105						4,105	
36	METAL SHELVING	5,000						5,000	
37	WIRE MESH PARTITION	1,230						1,230	
38	METAL LOUVERS	10,020						10,020	
39	FIRE EXTING./CABINET	1,743						1,743	
40	DROP BOX DOOR & FRAME	3,616						3,616	
41	FLOOR DOORS	733						733	
42	CARD ACCESS SYSTEM	14,537						14,537	
43	BLINDS	3,063						3,063	
44	PEDESTALS & BENCHES	11,101			1,665.00	1,665	15	9,436	83
45	ELEVATORS	273,882						273,882	
46	H V A C	660,343	132,069	26,413		158,482	24	501,861	7,924
47	AIR TEST & BALANCE	42,000						42,000	
48	PLUMBING	205,729	53,490	32,916		86,406	42	119,323	4,320
49	FIRE PROTECTION	103,486	5,174	42,430		47,604	46	55,882	2,380
50	ELECTRICAL	544,623	163,387	54,462-		108,925	20	435,698	5,446

10760000 FT. BEND COUNTY COURTHOUS APPLICATION AND CERTIFICATE FOR PAYMENT APPLICATION # 07

1/01/88 TO 1/31/88

ITEM NO	DESCRIPTION	SCHEDULED VALUE	PREVIOUS APPLICATION	**** THIS APPLICATION **** WORK IN PLACE	STORED MATERIALS	TOTAL COMPLETED	% COMP	BALANCE TO FINISH	RETAINAGE 5%
51	PROJECTION SCREEN	2,143						2,143	
52	FEES/BOND/INSURANCE	86,784	86,784			86,784	100		4,339
	TOTAL COSTS	5,265,600	1,384,230	288,128	1,665	1,674,023		3,591,577	83,699
	JOB TOTALS	5,265,600	1,384,230	288,128	1,665	1,674,023	32	3,591,577	83,699

02061

AS PER ORIGINAL

13. ACCEPT & REBUDGET CHECK IN THE AMOUNT OF $171.60 FOR PRCT. 2 ROAD & BRIDGE:

Postponed

14. 10:00 A.M.-HOLD PUBLIC HEARING ON ABANDONMENT OF A PORTION OF OILFIELD RD. & ACCEPTING DEDICATION OF COMMONWEALTH BLVD. IN PRCT. 4 AND CONSIDER TAKING ACTION:

Alan Hirshman discussed the abandonment of a portion of Oilfield Rd.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept abandonment of the right-of-way along a portion of Oilfield Rd. and accept dedication of right-of-way along Commonwealth Blvd. subject to completion of all road construction.

15. CONSIDER APPROVING PAYMENT FOR RABBS BAYOU DRAINAGE EASEMENTS:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize payment of $33,423.00 for purchase of easement on Rabbs Bayou. Funds to come from Drainage District. (Recorded in minutes in full)

16. CONSIDER PLATTING FOR COMMONWEALTH PARK, SEC. 2, PRCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Commonwealth Park, Sec. 2, Precinct 4. Plat, Tax Statements and Bond were presented to Commissioners' Court. (Recorded in minutes in full)

17. CONSIDER APPLICATION FROM JEHOVAH'S WITNESSES ASSEMBLY HALL TO OPEN-CUT A SEWER LINE UNDER WEST FAIRGROUNDS RD. IN PRCT. 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Jehovah's Witnesses Assembly Hall to open-cut a sewer line under West Fairgrounds Rd. in Prct. 1. (Recorded in minutes in full)

Mr. Jay Cauldwin represented Jehovah's Witnesses discussed the purpose of the application.

18. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE UNDER COON CREEK IN PRCT. 2:

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 under Coon Creek in Prct. 2. (Recorded in minutes in full)

19. CONSIDER APPLICATION FROM CHEVRON PIPELINE TO LAY A CRUDE OIL PIPELINE OPEN-CUT UNDER MUSTANG BAYOU IN PRCT. 2:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Chevron Pipeline to lay a crude oil pipeline open-cut under Mustang Bayou in Prct. 2. (Recorded in minutes in full)

AUTHORIZATION TO DISBURSE FUNDS

To: Fort Bend County Auditor

From: Fort Bend County Commissioner's Court

Authorization: Fort Bend County Commissioner's Court Minutes dated 2-15-88, authorizing the County Judge to execute an Earnest Money Contract (copy of same attached hereto)

Purpose: Purchase Additional Right of Way for Widening Rabbs Bayou

Grantor: Joan Zock

Earnest Money Disbursement: _____

Total Disbursement: $33,423.00
(per enclosed closing statement - to be furnished when made available from the title company)

Funds To Come From: Drainage District

Make Check Payable To: Fort Bend Title Company

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge
Fort Bend County, Texas

Date

AS PER ORIGINAL 0034

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

December 8, 1987

Mr. Anton Peterson
Attorney at Law
5847 San Felipe, #590
Houston, Texas 77057

Re: Offer of purchase by Fort Bend County Drainage District of a 1.386 acre tract of land out of the Jane Long Survey, Abstract 55, Fort Bend County, Texas, for improvements on Rabbs Bayou

Dear Mr. Peterson:

This letter is to advise that I have discussed with the Commissioners' Court the several concerns your client, Mrs. Joann Zock, has in the above stated matter. The County Judge and Commissioners desire to resolve this matter to the satisfaction of Mrs. Zock, as follows:

1. blockage under and around the Highway 59 bridge will be removed;

2. spoil dirt will be spread, as much as possible, in low spots next to the excavation as Mrs. Zock designates;

3. Mrs. Zock will retain all mineral interests in the property;

4. Mrs. Zock will keep any and all pecan trees removed from the property as firewood;

5. a new bridge will be built by the Drainage District to replace the existing bridge.

For a total consideration for the granting of this easement, Fort Bend County will pay Mrs. Zock $33,000.00, to wit:

a). 1.386 acre easement paralleling the existing easement on property at Rabbs Bayou being 95 additional feet in width and 724.2 feet in length at $12,955.00 per acre (attached hereto is a copy of field notes and a drawing for all purposes) - $17,135.00

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411
341-7710

AS PER ORIGINAL

b). Seven (7) pecan trees @ $2,266.00 - $15,865.00
Total consideration $33,000.00 **

Should these terms and conditions be acceptable to you and your client, please execute the space provided below and upon the execution thereafter by the County Judge, this letter will constitute an agreement between the parties for the conveyance and purchase of the above stated property.

Upon the acceptance by both parties, time is of the essence and closing will be within thirty (30) days of the date that Mrs. Zock signs this agreement and the County will have possession at closing.

Should you have any questions, please feel free to call on 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
Mr. Dan Gerken, Drainage District Engineer
Mr. A. J. Noto, Right-of-way Agent

LAND OWNER

Joann Zock
Date: 12/22/87

Antone Peterson * (APPROVED AS TO FORM ONLY)
Antone Peterson
Attorney for Joann Zock*

** Total consideration of $33,000.00 is net amount to Mrs. Zock -- County bears all closing and other costs

DRAINAGE DISTRICT

by: Jodie E. Stavinoha
County Judge

Date: 12/22/87

02066

FORT BEND TITLE COMPANY

1898

0034

PEARESON FORT BEND ABSTRACT COMPANY

210 THIRD ST., P.O. BOX 367, RICHMOND, TEXAS 77469, (713) 342-4657

February 3, 1988

Fort Bend County
Attn: Mr. Larry Wagenbach
District Attorney's Office
Fort Bend County Courthouse
Richmond, Texas 77469

RE: Our GF#33248GH
Buyer: Fort Bend County
Seller: Joan Zock
Property: 2.116 acres o/o Jane J. Long Lg., A-55

Dear Mr. Wagenbach:

Enclosed please find the following documents to be executed by you and returned to our office:

1. Original Settlement Statement
2. Original Purchaser's Affidavit

When papers are fully executed, please call the undersigned and we will pick papers up. Thank you for your cooperation in this matter.

Yours truly,

FORT BEND TITLE COMPANY

Sheryl Phillips/sks

Sheryl Phillips/sks
Escrow Officer

RECEIVED 2-4-88

ORIGINAL FORT BEND COUNTY

02067 .034

(Exp. 12-31-86)
OMB No. 2502-0265

A.

Fort Bend Title Company
P. O. Box 367
Richmond, Texas 77469
(713)-342-4657

SETTLEMENT STATEMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.

6. File Number: 33248GH
7. Loan Number:
8. Mortgage Insurance Case Number:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

D. NAME OF BORROWER: Fort Bend County
ADDRESS:

E. NAME OF SELLER: Joan Zock
ADDRESS: Rt. 1, Box 819
Richmond, Texas 77469

F. NAME OF LENDER: NONE
ADDRESS:

G. PROPERTY LOCATION: 2.116 acres o/o Jane H. Long Lg., Abstract No. 55, Fort Bend County, Texas

H. SETTLEMENT AGENT: Fort Bend Title Company
ADDRESS: P. O. Box 367
Richmond, Texas 77469

PLACE OF SETTLEMENT: Fort Bend Title Company
ADDRESS: 210 Third Street
Richmond, Texas 77469

I. SETTLEMENT DATE: February 5, 1988

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		*400. GROSS AMOUNT DUE TO SELLER:*	
101. Contract sales price	33,000.00	401. Contract sales price	33,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower *(line 1400)*	423.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		*Adjustments for items paid by seller in advance*	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	33,423.00	*420. GROSS AMOUNT DUE TO SELLER*	33,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		*500. REDUCTIONS IN AMOUNT DUE TO SELLER:*	
201. Deposit or earnest money		501. Excess deposit *(see instructions)*	
202. Principal amount of new loan(s)		502. Settlement charges to seller *(line 1400)*	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		Gulf Coast Savings Association	10,000.00
206.		505. Payoff of second mortgage loan	
207.			
208.		506.	
209.		507.	
Adjustments for items unpaid by seller		508.	
210. City/town taxes to		509.	
211. County taxes to		*Adjustments for items unpaid by seller*	
212. Assessments to		510. City/town taxes to	
213.		511. County taxes to	
214.		512. Assessments to	
215.		513.	
216.		514.	
217.		515.	
218.		516.	
219.		517.	
220. TOTAL PAID BY/FOR BORROWER	- 0 -	518.	
		519.	
300. CASH AT SETTLEMENT FROM/TO BORROWER		*520. TOTAL REDUCTIONS AMOUNT DUE SELLER*	10,000.00
301. Gross amount due from borrower *(line 120)*		*600. CASH AT SETTLEMENT TO/FROM SELLER*	
302. Less amounts paid by/for borrower *(line 220)*	( )	601. Gross amount due to seller *(line 420)*	
303. CASH (☒ FROM) (☐ TO) BORROWER	33,423.00	602. Less reductions in amount due seller *(line 520)*	( )
		603. CASH (☒ TO) (☐ FROM) SELLER	23,000.00

0034

AS PER ORIGINAL

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	*TOTAL SALES/BROKER'S COMMISSION based on price* $ @ %=		
	Division of Commission (line 700) as follows:		
701.	$ to		
702.	$ to		
703.	Commission paid at Settlement (Money retained by broker applied to commission $ _____)		
704.	Other sales agent charges		
705.	Additional commission		
	800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801.	Loan Origination Fee %		
802.	Loan Discount %		
803.	Appraisal Fee to		
804.	Credit Report to		
805.	Lender's Inspection Fee		
806.	Mortgage Insurance Application Fee to		
807.	Assumption Fee		
808.			
809.			
810.			
811.			
	900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901.	Interest from to @ $ /day		
902.	Mortgage Insurance Premium for months to		
903.	Hazard Insurance Premium for years to		
904.	years to		
905.			
	1000. RESERVES DEPOSITED WITH LENDER		
1001.	Hazard insurance month @ $ per month		
1002.	Mortgage insurance month @ $ per month		
1003.	City property taxes month @ $ per month		
1004.	County property taxes month @ $ per month		
1005.	Annual assessments month @ $ per month		
1006.	month @ $ per month		
1007.	month @ $ per month		
1008.	month @ $ per month		
	1100. TITLE CHARGES		
1101.	Settlement or closing fee to		
1102.	Abstract or title search to		
1103.	Title examination to		
1104.	Title insurance binder to		
1105.	Document preparation to Scherer, Roberts, et al	150.00	
1106.	Notary fees to		
1107.	Attorney's fee to		
	(includes above items numbers;		
1108.	Title insurance to Fort Bend Title Company	238.00	
	(includes above items numbers;		
1109.	Lender's coverage $		
1110.	Owner's coverage 238.00 $ 17,135.00		
1111.	Escrow Fee Fort Bend Title Company	waived	
1112.	Tax Certificates Fort Bend Title Company	35.00	
1113.			
	1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201.	Recording fees: Deed $; Mortgage $; Release $		
1202.	City/county tax/stamps: Deed $; Mortgage $		
1203.	State tax/stamps: Deed $; Mortgage $		
1204.			
1205.			
	1300. ADDITIONAL SETTLEMENT CHARGES		
1301.	Survey to		
1302.	Pest inspection to		
1303.			
1304.			
1305.			
1306.			
1307.			
1400.	*TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)*	423.00	

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Fort Bend County
Larry L. Magenbaum Asst. DA

Borrowers

Sellers Joan Zock

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

FORT BEND TITLE COMPANY
PURCHASER AFFIDAVIT AND AGREEMENT

02069

AS PER ORIGINAL

GF# 33248GH SUBJECT PROPERTY: 2.116 acres out of the Jane H. Long League, Abstract No. 55, Fort Bend County, Texas

0034

TAXES AND/OR MAINTENANCE ASSESSEMENTS

The undersigned does hereby accept the advalorem tax and maintenance proration figures shown on the Settlement Statement and releases FORT BEND TITLE COMPANY from any responsibility in connection with such prorations. The undersigned agree that in the event of any change in amounts of actual advalorem taxes and/or maintenance for the current year, all necessary adjustments will be made directly between Seller and Purchaser. Said advalorem tax and maintenance prorations on the Settlement Statement have been based on the following:

AMOUNT OF TAXES/MAINTENANCE: NO PRORATIONS

County:_____ Water:_____
School:_____ Maintenance:_____
City:_____

Proration Date:_____

POSSESSION

In the event that an Owner's Title Policy is to be issued to the undersigned, we hereby waive inspection by FORT BEND TITLE COMPANY and its title insurance underwriter of such property and accept said title policy, subject to the rights of parties in possession and those under whom they hold, and to any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record. If any such parties are now in possession of the premises, or if any roadway or easement affects the premises upon which you have issued such policy, we take it upon ourselves to inspect such premises and to obtain possession thereof from the present occupants.

ASSUMPTION OF EXISTING LIEN

If this transaction involves the assumption of a prior lien or is subject to a prior lien, the undersigned hereby acknowledge that they are fully aware of all the terms of the Deed of Trust and has complied with all of the mortgagee's requirements prior to closing; the undersigned acknowledge that they understand the significance of and accept title subject to provisions in said Deed of Trust, including but not limited to: "CALL CAUSE" giving the lender the option to accelerate maturity of the note in the event of sale of the property, and "ADDITIONAL INDEBTEDNESS CLAUSE" which provides that the Deed of Trust secures all indebtedness of the Borrowers to the Lender; and the undersigned hereby releases FORT BEND TITLE COMPANY, and its title insurance underwriter, from any liability, or responsibilities, or any losses that may arise under the terms of the Deed of Trust.

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF THE SETTLEMENT STATMENT AS TO STATEMENT OF ACTUAL COSTS AND AGREES TO THE CORRECTNESS THEREOF AND AUTHORIZE AND RATIFY THE DISBURSEMENT OF THE FUNDS AS STATED THEREIN. THE UNDERSIGNED ALSO ACKNOWLEDGE RECEIPT OF A COMMITMENT FOR TITLE INSURANCE COVERING THE ABOVE PROPERTY AND CONSENT TO ISSUANCE OF YOUR OWNER TITLE POLICY WITH EXCEPTION TO ALL OF THOSE MATTERS SHOWN ON SCHEDULE B OF SAID COMMITMENT. THE UNDERSIGNED HAS EITHER BEEN FURNISHED COPIES OF THE TITLE EXCEPTIONS OR HAS BEEN ADVISED THAT SUCH COPIES WILL BE MADE AVAILABLE UPON REQUEST.

EXECUTED this _____ day of February, 1988.

APPROVED: Fort Bend County

BY: Larry D Wagenhart Cont P.A.

PURCHASER(S):

SUBSCRIBED AND SWORN TO by_____
this _____ day of _____, 1988.

NOTARY PUBLIC

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Jehovah's Witnesses Assembly Hall dated 2/10/88, permit no. 80887 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that su Denham inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

02071

Appl. # 80887

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

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

2-11-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

No Bond Required

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

02072

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 80887

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
W. FAIRGROUNDS ROAD	1/4 MI. W. OF HWY 36	60'				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

SIX INCH TEMPORARY SEWER LINE FROM JEHOVAH'S WITNESSES ASSEMBLY HALL PROPERTY TO EXISTING MANHOLE. CITY OF ROSENBERG WILL PERMIT & INSPECT M.H. CONN.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Jehovah's Witnesses JAY COLVIN III
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
J W Colvin III
(Signature)
NAME & TITLE Building Committee
(Please Print)
DATE: FEB 10, 1988
ADDRESS: 400 WEST FAIRGROUNDS RD.
(Street/P.O. Box)
ROSENBERG, TX 77471
City State Zip
TELEPHONE NO: (713) 341-6954
688-0300

MAILING ADDRESS:
6762 SHADYVILLA LN.
HOUSTON, TX 77055

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone dated February 2, 1988, permit no. 80881 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Oechenberg
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.

02074

AS PER ORIGINAL

Appl. # 80881

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

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

2-9-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

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

020075

To be Submitted in Quintuplicate----5

AS PER ORIGINAL

COUNTY OF FORT BEND

COMMISSIONER'S COURT

Precinct No. 2
Key Map Ref. -
Notification No. 80881

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	between Hwy.59 and Klosterhoff Road				

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

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

GENERAL DESCRIPTION

Proposed buried cable will extends north to south on the east right of way of Hartledge buried 60" below bottom of Coon Creek.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required). The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the 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~~ 1449
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 ~~XXX~~ 280
Houston, Texas 77084

Telephone No.: 578-8781 Date: 02/03/88
Log No.: RR#2

19

02076

0034

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Chevron Pipe Line Co. dated 1/27/88, permit no. 80883 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosek
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.

02077

Appl. # 80883

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

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

2-11-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

02078

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. 80883

Formal notice is hereby given that Chevron Pipe Line 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
Mustang Bayou Relief Channel	2100' N of Senior Road	120'	Open	Cut		

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

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

General Description

The 2-6" pipelines were installed at a depth of 7' beneath the existing ditch bottom. This grade was held to a distance of 25' behind each high bank.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Chevron Pipe Line Company
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

A. E. Smith
(Signature)

NAME & TITLE A. E. Smith/Division Manager
(Please Print)

DATE: January 27, 1988
ADDRESS: P.O. Box 5241
(Street/P.O. Box)

Beaumont, TX 77706
City State Zip
TELEPHONE NO: 409/839-3100

20. CONSIDER APPLICATION FROM SCHOLFIELD CONSTRUCTORS INC. TO LAY A CONCRETE SIDEWALK ALONG MASON RD. AND CONCRETE ON ESPLANADES & CORNERS ACROSS PEEK, E.W. CONCO, FRY. & MASON ROADS IN PRCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Scholfield Constructors Inc. to lay a concrete sidewalk along Mason Rd. and concrete on esplanades & corners across Peek, E.W. Cinco, Fry, & Mason Roads in Prct. 3. (Recorded in minutes in full)

21. CONSIDER APPLICATION FROM IRRIGATION GROUP TO INSTALL AN IRRIGATION SYSTEM UNDER/ALONG MASON RD. & TAYLOR BEND IN PRCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Irrigation Group to install an irrigation system under/along Mason Rd. & Taylor Bend in Prct. 3. (Recorded in minutes in full)

22. CONSIDER APPLICATION FROM UTICON TO INSTALL WATER & SEWER LINES UNDER/ALONG BURNEY RD., VOSS RD. & VOSS RD. DITCH IN PRCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Uticon to install water & sewer lines under/along Burney Rd., Voss Rd. & Voss Rd. Ditch in Prct. 3. (Recorded in minutes in full)

23. AUTHORIZE ENGINEERING DEPT. TO UNDERTAKE A DRAINAGE STUDY FOR PROVIDENCE RD. IN PRCT. 1:

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize Engineering Department to undertake a drainage study for Providence Rd. in Prct. 1.

24. CONSIDER TAKING ACTION ON EXPIRING LETTERS OF CREDIT FOR GRAND MISSION, SEC. 1 & 2, IN PRCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize the District Attorneys office to negotiate on the Letter of Credit for Grand Mission, Sec. 1 & 2, in Prct. 3.

25. CONSIDER ACCEPTING RENEWAL LETTERS OF CREDIT FOR BRADFORD ON THE BEND, SEC. 1, & WESTON LAKES, SEC. 5 & 6, IN PRCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept renewal Letters of Credit for Bradford on the Bend, Sec. 1, & Weston Lakes, Sec. 5 & 6, in Prct. 1.

26. AUTHORIZE ADVERTISING FOR BIDS FOR THE RENTAL OF WORK UNIFORMS FOR COUNTY EMPLOYEES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for the rental of work uniforms for County Employees.

27. TAKE ACTION ON BID FOR ONE OR MORE NEW RUBBER TIRED, WHEEL LOADER BACKHOE (#88-07):

Moved by Commissioner Denham, Seconded by Commissioner Pustka, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to CASE POWER & EQUIPMENT for one new rubber tired, wheel loader backhoe, in the amount of $24,686 for Prct. 2.

20

02080

0034

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Scholfield Constructors, Inc. dated 2/10/88, permit no. 80885 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Lozano
Deputy

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

AS PER ORIGINAL 02081

Appl. # 80885

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

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

2-11-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

UNIVERSAL SURETY OF AMERICA

UNIVERSAL SURETY OF AMERIC 02082

1812 Durham / Houston, Texas 77007

AS PER ORIGINAL

Bond No. RMH 102-1696

LICENSE AND PERMIT BOND

(for county, city, town or village only)

KNOW ALL MEN BY THESE PRESENTS:

That we, Schofield Constructors, Inc., 1304 Langham Creek, Suite 444,

of Houston, State of Texas, as Principal, and UNIVERSAL SURETY OF AMERICA, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Fort Bend County

of Fort Bend County, State of Texas, Obligee, in the penal sum of Twenty Five Thousand and No/100********* Dollars ($ 25,000.00), lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

The conditions of this bond are such, that the said Principal has applied for a license as/for Sidewalk, Curb and Gutter in accordance with the requirements of the ordinance of said Obligee, and has agreed to hold said Obligee harmless from any damage by reason of his/her engaging in said business.

NOW, THEREFORE, if said Principal shall faithfully perform all the duties of and in all things comply with the laws and ordinances, including all amendments thereto, appertaining to the license or permit applied for, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond may be terminated at any time by the Surety upon sending notice in writing to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall there upon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

This bond shall be effective on the 9th day of February, 19 88 and terminate on the 8th day of February, 19 89 unless said bond is extended by continuation certificate and attached herewith.

Dated this 9th day of February, 19 88.

SCHOFIELD CONSTRUCTORS, INC.
Principal

By: Pamela D. Schofield

UNIVERSAL SURETY OF AMERICA

By: Greg P. Faulx
Attorney-in-Fact
Gregory P. Faulx

USA 110-87

UNIVERSAL SURETY OF AMERICA

USA

UNIVERSAL SURETY OF AMERICA
1812 Durham Houston, Texas 77007

02083

GPA 9002115-102 1696

For verfication of the authority of this power you may telephone (713) 863-7788.

Power of Attorney Valid Only If Numbered In Red

GENERAL POWER OF ATTORNEY — CERTIFIED COPY

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint

Gregory P. Faulx

of Houston and State of Texas its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Bonds not to exceed $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the above stated limitations. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

"*Be It Resolved,* that the President, any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company."

"*RESOLVED* that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, John Knox, Jr. and its corporate seal to be hereto affixed this 20th day of January, A.D., 1987

UNIVERSAL SURETY OF AMERICA

By: John Knox, Jr. President

State of Texas
County of Harris ss:

On this 20th day of January, in the year 1987, before me Kimberlee R. Mozingo, a notary public, personally appeared John Knox, Jr., personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Commission Expires: 9/15/90

Kimberlee R. Mozingo Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Houston, Texas, this 9th day of February, 1988.

Gregory P. Faulx Secretary

COMPLAINT NOTICE: Should any disputes arise regarding either your premium or a claim, contact Universal Surety of America at 1812 Durham, Houston, Texas 77007 or by calling (713) 863-7788. If the problem is not resolved you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

02084

0034

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. 80885

Formal notice is hereby given that SCHOFIELD CONSTRUCTORS, 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:

CONCRETE PAVING
~~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~~
PEEK	ESPLENADES & CORNERS		CONCRETE PAVING
E.W. CINCO	" "		CONCRETE PAVING
FRY MASON	" "		CONCRETE PAVING

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 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: SCHOFIELD CONSTRUCTORS, INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

John R. Schofield 2-10-88
(Signature)

NAME & TITLE JOHN R. SCHOFIELD, PRESIDENT
(Please Print)

DATE: 2-10-88
ADDRESS: 1304 LANGHAM CREEK, SUITE 444
(Street/P.O. Box)

HOUSTON, TEXAS 77084
City State Zip
TELEPHONE NO: 578-8182

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Scholfield Constructors, Inc. dated 2/10/88, permit no. 80884 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Dreckenberg
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.

02086

AS PER ORIGINAL

Appl. # 80884 0034

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

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

2-11-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

2014 810

UNIVERSAL SURETY OF AMERICA

UNIVERSAL SURETY OF AMERICA

#20

8807759

1812 Durham / Houston, Texas 77007

02087

0034

Bond No. RMH 102-1696

AS PER ORIGINAL

LICENSE AND PERMIT BOND

(for county, city, town or village only)

KNOW ALL MEN BY THESE PRESENTS:

That we, Schofield Constructors, Inc., 1304 Langham Creek, Suite 444,

of Houston, State of Texas, as Principal, and UNIVERSAL SURETY OF AMERICA, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Fort Bend County

of Fort Bend County, State of Texas, Obligee, in the penal sum of Twenty Five Thousand and No/100********* Dollars ($ 25,000.00), lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

The conditions of this bond are such, that the said Principal has applied for a license as/for Sidewalk, Curb and Gutter in accordance with the requirements of the ordinance of said Obligee, and has agreed to hold said Obligee harmless from any damage by reason of his/her engaging in said business.

NOW, THEREFORE, if said Principal shall faithfully perform all the duties of and in all things comply with the laws and ordinances, including all amendments thereto, appertaining to the license or permit applied for, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond may be terminated at any time by the Surety upon sending notice in writing to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall there upon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

This bond shall be effective on the 9th day of February, 19 88 and terminate on the 8th day of February, 19 89 unless said bond is extended by continuation certificate and attached herewith.

Dated this 9th day of February, 19 88.

SCHOFIELD CONSTRUCTORS, INC.
Principal

By: Donald D Schofield

UNIVERSAL SURETY OF AMERICA

By: Gregory P. Faulx
Attorney-in-Fact
Gregory P. Faulx

USA 110-87

Att. Jane Bond Ole

UNIVERSAL SURETY OF AMERICA

2014 811

02088

UNIVERSAL SURETY OF AMERICA
1812 Durham Houston, Texas 77007

GPA 9002115-102 1696

AS PER ORIGINAL

For verfication of the authority of this power you may telephone (713) 863-7788.

Power of Attorney Valid Only If Numbered In Red

GENERAL POWER OF ATTORNEY — CERTIFIED COPY

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint Gregory P. Faulx

of Houston and State of Texas its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Bonds not to exceed $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the above stated limitations. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

"*Be It Resolved,* that the President, any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company."

"*RESOLVED* that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, John Knox, Jr. and its corporate seal to be hereto affixed this 20th day of January, A.D., 1987

UNIVERSAL SURETY OF AMERICA

By: John Knox, Jr. President

State of Texas
County of Harris ss:

On this 20th day of January, in the year 1987, before me Kimberlee R. Mozingo, a notary public, personally appeared John Knox, Jr., personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Commission Expires: 9/15/90

Kimberlee R. Mozingo Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Houston, Texas, this 9th day of February, 1988.

Gregory P. Faulx Secretary

COMPLAINT NOTICE: Should any disputes arise regarding either your premium or a claim, contact Universal Surety of America at 1812 Durham, Houston, Texas 77007 or by calling (713) 863-7788. If the problem is not resolved you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

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)

02089

0034

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80884

Formal notice is hereby given that SCHOFIELD CONSTRUCTORS, 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
	N/A					
	N/A					
	N/A					

CONCRETE SIDEWALK PAVING
~~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	EQUESTRIAN CENTER ON MASON ROAD	WILLOW FORK BAYOU	APPROS. 1.36 MILES

General Description

4' PUBLIC CONCRETE SIDEWALK ON BOTH SIDES OF MASON ROAD

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: SCHOFIELD CONSTRUCTORS, INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

John R. Schofield 2-10-88
(Signature)

NAME & TITLE JOHN R. SCHOFIELD, PRESIDENT
(Please Print)

DATE: 2-10-88
ADDRESS: 1304 LANGHAM CREEK, SUITE 444
(Street/P.O. Box)

HOUSTON, TEXAS 77084
City State Zip
TELEPHONE NO: 578-8182

21

02090

0034

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Irrigation Group, Inc. dated 2/9/88, permit no. 80886 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order i Denham istent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Brachelberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

AS PER ORIGINAL 02091

0034

Appl. # 80886

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

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

2-11-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,500.00

Original currently on file.

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

Bond No. CRS-1011354

THE STATE OF TEXAS |

COUNTY OF FORT BEND |

KNOW ALL MEN BY THESE PRESENTS, that we Irrigation Group, Inc. as principal and Universal Surety of America as surety, are held and firmly bound unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of Two thousand five hundred and no/100*** DOLLARS ($2,500.00***) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity.

NOW, THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified

AS PER ORIGINAL

to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this oblibation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 1st day of October, 19 87

Irrigation Group, Inc.
PRINCIPAL

Wayne Goehr
BY:

Universal Surety of America
SURETY

Jack McReynolds
BY: Jack McReynolds, Atty-in-Fact

02094

UNIVERSAL SURETY OF AMERICA
1812 Durham Houston, Texas 77007

0034 AS PER ORIGINAL 1354

GPA 9002115-101

For verfication of the authority of this power you may telephone (713) 863-7788.

Power of Attorney Valid Only If Numbered In Red

GENERAL POWER OF ATTORNEY — CERTIFIED COPY

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint Jack McReynolds

of Houston and State of Texas its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Bonds not to exceed $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the above stated limitations. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

"*Be It Resolved,* that the President, any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company."

"*RESOLVED* that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, John Knox, Jr. and its corporate seal to be hereto affixed this 20th day of January, A.D., 1987

UNIVERSAL SURETY OF AMERICA

By: John Knox, Jr. President

State of Texas
County of Harris ss:

On this 20th day of January, in the year 1987, before me Kimberlee R. Mozingo, a notary public, personally appeared John Knox, Jr., personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Commission Expires: 9/15/90

Kimberlee R. Mozingo Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Houston, Texas, this 1st day of October, 19 87.

Gregory P. Faulx Secretary

COMPLAINT NOTICE: Should any disputes arise regarding either your premium or a claim, contact Universal Surety of America at 1812 Durham, Houston, Texas 77007 or by calling (713) 863-7788. If the problem is not resolved you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

ditions of the above mentioned Commissioners Court order set forth and specified

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 02095 0034

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 80886

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

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

* Note: The following crossings are through existing sleeves.

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
* Mason	Between the 1st & 2nd Median North of FM 1093	48'				X
* Mason	1410' South of centerline of Taylor Bend	50'				X
* Mason	430' South of centerline of Taylor Bend	64'				X
* Mason	Between the 1st & 2nd Median South of Taylor Bend	47'				X
* Mason	160' North of centerline of Taylor Bend (Southbound Side)	25'				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	F.M. 1093	Willow Fork Bridge	9895'
F.M. 1093 (North side only)	500' West of Mason Road	1400' East of Mason Road	1900'

General Description

Installation of irrigation system in medians and set backs along Mason 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 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Irrigation Group, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
John C. O'Donnell
(Signature)

NAME & TITLE John C. O'Donnell
(Please Print)

DATE: February 9, 1988
ADDRESS P.O. Box 800458
(Street/P.O. Box)

Houston, Texas 77280
City State Zip

TELEPHONE NO: 464-3886
392-3450

22

02096

0034

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of February, 19 88, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Uticon, Inc. dated 1/21/88, permit no. 80882 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order i Denham sistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Koster
Deputy

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

AS PER ORIGINAL

02097

Appl. # 80882 0034

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

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

2-10-88
Date

✓ (1) Complete Application Form

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

✓ b. Map or plat showing course of direction

✓ c. Plans and specifications

✓ (2) Bond

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $5,000.00

PERFORMANCE BOND COVERING ALL CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS OR ALONG FORT BEND COUNTY ROADS AUTHORIZED

2014 814

(22)

8807760

AS PER ORIGINAL

02098

THE STATE OF TEXAS

RECEIVED JAN 2 1 1988

COUNTY OF FORT BEND

AS PER ORIGINAL

KNOW ALL MEN BY THESE PRESENTS, that we UTICON, INC. as principal and FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. as surety, are held and firmly bond unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden principal contemplates laying, constructing, maintaining and/or repairing one or more cables, conduits and/or pole lines in, under, across and/or along roads, streets and highways in the County of Fort Bend, and the State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to the Commissioners Court order adopted on the 1st. day of December, A.D., 1980, recorded in Volume 13, of the Commissioners Court Minutes of Fort Bend County, Texas, regulating same, which Commissioners Court order is hereby referred to and made a part hereof for all purposes as though fully set out herein;

AND WHEREAS, the principal desires to provide Fort Bend County with a performance bond covering all such cable, conduit and/or pole line activity.

NOW THEREFORE, if the above bounden principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintainence and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is payable at the County Courthouse in the County of Fort Bend and State of Texas.

It is understood that at any time Fort Bend deems Deems itself insecure under this bond, it may require further and/or additional bonds of the principal.

The term of this bond is for a period of two (2) years commencing on the date hereof, and may be continued from year to year by continuation certificate executed by the principal and the surety.

EXECUTED this 21st, day of January, 19 88.

UTICON, INC.
PRINCIPAL

Donald Wenzel Pres.
BY:

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
SURETY

Andrew J. Janda
BY: Andrew J. Janda
Attorney-in-Fact

TARPEY & COMPANY LICENSE #0102432
P. O. BOX 924528
HOUSTON, TEXAS 77292-4528
TEXAS LOCAL RECORDING AGENTS

Rt. Jane BOND FILE

2014 815

AS PER ORIGINAL

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

02099

AS PER ORIGINAL

NO. FG 91

KNOW ALL MEN BY THESE PRESENTS:

That FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., a corporation organized and existing under the laws of the State of Ohio, and having its principal office at 100 Light Street, Baltimore, Maryland 21203, does hereby constitute and appoint Richard Head, Virginia J. Witty, Andrew J. Janda, John F. Rougagnac, C. Stephen Crum, Sue Kohler and Richard F. Meyer of the City of Houston, State of Texas its true and lawful Attorney-in-Fact, with power and authority to sign its name as surety to, and to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof; and the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. hereby ratifies and confirms all of the acts of said Attorney-in-fact, pursuant to these premises.

This appointment is made under and by authority of a by-law of the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., a certified copy of which is hereto annexed and made a part of this Power of Attorney.

IN WITNESS WHEREOF, the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 23rd day of October, 1987.

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

(Signed) By William F. Spliedt
Vice-President.

(SEAL) (Signed) L. L. Hupfer
Assistant Secretary.

STATE OF MARYLAND)
BALTIMORE CITY) ss:

On this 23rd day of October, 1987, before me personally came William F. Spliedt, Vice President of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. and L. L. Hupfer, Assistant Secretary of said Corporation, with both of whom I am personally acquainted, who being by me severally sworn, said that they, the said William F. Spliedt, and L. L. Hupfer were respectively the Vice President and Assistant Secretary of the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so affixed by authority of the by-laws of said corporation; and that they signed their names hereto by like authority as Vice President and Assistant Secretary, respectively, of the Corporation.

My Commission expires the first day of July, 1990.

(SEAL) (Signed) Margaret M. Hurst
NOTARY PUBLIC

PS 81 (9-84)

02100

0034

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. 80882

Formal notice is hereby given that Uticon, 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
Burney Rd.	at Voss Rd.	30 Ft. ±	Bored	Jacked		
Also ditch	at Voss Rd. See Attached Plans					

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
Voss Rd.	at Burney Rd.	See attached Plans	
Burney Rd.	at Voss Rd.	See attached Plans	

General Description

Water and sewer force main to serve Kempner Sr. High School along Voss Rd. and Burney Rd.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: UTICON, INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Donald Wenzel Pres
(Signature)
NAME & TITLE DONALD WENZEL PRES.
(Please Print)
DATE: 1/21/88
ADDRESS: RT 1 Box 718 Richmond
(Street/P.O. Box) 77469
Richmond Tex. 77469
City State Zip
TELEPHONE NO: 713-343-1027

27

02101

BID ITEM: PURCHASE OF ONE (1) OR MORE NEW RUBBER TIRED, WHEEL LOADER BACKHOE

BID NUMBER: 88-07

0034

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
´545´$category

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	
BADO EQUIPMENT CO., INC.	
BOETTCHER-HLAVINKA CO.	
BOMAG	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	
D & S TRUCK PARTS & REPAIR	
DIVERSIFIED EQUIPMENT	
DUP´S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	
EL CAMPO EQUIPMENT CO., INC.	
FT BEND CHAMBER OF COMMERCE 1	
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.	
MOTOR TRUCK EQUIPMENT CORP.	
MUSTANG TRACTOR & EQUIPMENT CO	
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	
ROSENBERG/RICHMOND CHAMBER - 2	
SHOPPA FARM SUPPLY CO.	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
THE R.J. MILLER CO., INC.	
TOM FAIREY COMPANY	
TOMM LEE, INC.	
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES,INC	
WORLD WIDE WELDING & PRESS INC	

PURCHASE OF ONE (1) OR MORE NEW RUBBER TIRED, WHEEL LOADER BACKHOE
BID #88-07

COMPANY	BID PRICE	DELIVERY	BID PRICE GUARANTEE
CASE POWER & EQUIPMENT P.O. BOX 1147 ROSENBERG, TX 77471	$24,686.00	7-10 DAYS	90 DAYS
TOM FAIREY CO. P.O. BOX 755 KYLE, TX 78640	$24,982.48	5-10 DAYS	30 DAYS
PRECO MACHINERY P.O. BOX 12625 HOUSTON, TX 77217	$24,995.00	15 DAYS	30 DAYS
MUSTANG TRACTOR & EQUIPMENT P.O. BOX 1373 HOUSTON, TX 77251	$40,115.00	14 DAYS	30 DAYS
MILLER IMPLEMENT CO. P.O. BOX 29 WALLER, TX 77484	$22,500.00	DOES NOT MEET SPECS: ITEM #11A LIFT CAPACITY: SPECS CALL FOR 5,100 LBS MINIMUM; BID SUBMITTED IS 4,700 LBS.	
EAGLE LAKE IMPLEMENT P.O. BOX 755 KYLE, TX 78640	$23,481.00	DOES NOT MEET SPECS ON ITEM #1 OPERATING WEIGHT: SPECS CALL FOR 12,000 LBS MINIMUM; BID SUBMITTED IS 10,500 LBS.	
MAURCO CORPORATION DRAWER M GANADO, TX 77962	$25,695.00	DOES NOT MEET SPECS: ITEM #12D BUCKET DIGGING FORCE: SPECS CALL FOR 10,600 LBS MINIMUM; BID SUBMITTED IS 9,800 LBS.	

28. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH CALHOUN COUNTY FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve Interlocal Agreement with Calhoun County for the housing of juveniles at $55.00 per day. (Recorded in minutes in full)

29. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS (INTERVIEW TELEPHONE CONSULTANT), AS AUTHORIZED BY ART. 6252-17, SEC. 2(G), V.T.C.S. AND CONSIDER TAKING ACTION:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize hiring W.S. Hazlett as a telecommunication consultant and approve the contract from Feb.15, 1988-September 15, 1988 at $50.00 per hour at a maximum of $10,000 to make recommendations as to the telecommunication needs in the Fort Bend County Annex I and II. (Recorded in minutes in full)

30. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) PRINTING OF ELECTION BALLOTS (#88-08); (2) TRACK JOB ON CATERPILLAR D6C DOZER, S#10K11980 (#88-09):

Printing of election ballots:

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

1) HARTGRAPHICS

Moved by Commissioner Pustka, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham and Commissioner Pressley absent for vote, the Court finds that the best bids be awarded to HARTGRAPHICS for printing of election ballots in the amount of $250.00 per 1000 plus $50.00 format. (Recorded in minutes in full)

Track job on caterpillar D6C Dozer S#10K11980:

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

1) MUSTANG TRACTOR & EQUIPMENT

Moved by Commissioner Lutts, Seconded by Commissioner Pustka, duly put and unanimously carried, with Commissioner Denham and Commissioner Pressley absent for vote, the Court finds that the best bid be awarded to MUSTANG TRACTOR & EQUIPMENT for track job on caterpillar D6C Dozer S#10K11980 in the amount of $8,413.35 for Precinct 4. (Recorded in minutes in full)

31. APPROVE BILLS:

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

32. ADJOURNMENT:

Commissioners' Court adjourned at 1:40 p.m. Monday, February 15, 1988.

#28

02104

0034

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 responsibility 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 Wednesdays and Fridays between 2 and 4 p. m., with no visitation on week-ends nor visitation on holidays.

9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by 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, 1988.

SIGNED this 11th day of January, 1988.

THE COUNTY OF Calhoun, TEXAS

Alex R. Hernandez, County Judge

ATTEST:

Mary Lois McMahan

Mary Lois McMahan, County Clerk

SIGNED this 15 day of February, 1988

THE COUNTY OF FORT BEND, TEXAS

, County Judge

ATTEST:

, County Clerk

APPROVED AS TO FORM: Dennis A. McAfee

Dennis A. McAfee, Chief

29

02106

AS PER ORIGINAL 0034

TELECOMMUNICATIONS CONSULTANT CONTRACT

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 WILLIAM S. HAZLETT, P.E. (hereinafter referred to as "Hazlett").

WHEREAS, the County is in the process of constructing an additional courthouse annex in Richmond, Texas which will require telecommunications equipment; and,

WHEREAS, the County desires to retain the services of a competent and qualified telecommunications consultant to make recommendations as to the telecommunications needs in the Fort Bend County Courthouse Annex I and Courthouse Annex II (new facility), collectively referred to as "complex"; and,

WHEREAS, Hazlett is competent and qualified to such service and desires to provide said service;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. TERM. The term of this agreement shall be from Feb. 15, 1988 to Aug. 15th 1988, the date of the signature notwithstanding, and unless earlier terminated as provided herein, and upon 30 days written notice by either party, JHS

2. PURPOSE AND SCOPE. The purpose of this agreement is for Hazlett to provide telecommunications consultation to the County and Hazlett to determine the telecommunications needs of the courthouse complex.

Hazlett will develop and present to the Fort Bend County Commissioners' Court a minimum of three (3) telecommunications systems that will meet the immediate needs of the said courthouse complex, and Hazlett will present to said Court a report as to the future capacity and expansion of each system.

3. CONSIDERATION. Services rendered hereunder shall be paid upon the completion of the terms of this agreement to the satisfaction of Fort Bend County Commissioners' Court at the rate of $50.00 per hour not to exceed $ 10,000.00 .

4. PAYMENT AND EXAMINATION OF RECORDS. At the completion of this agreement Hazlett shall provide to County a certified invoice or voucher for services rendered, supported by documentation of the details of the services rendered, including dates and hours worked.

5. INDEPENDENT CONTRACTOR. It is agreed by the parties that at all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee or agent of the County. No statement contained in this agreement shall be construed so as to find the Consultant an employee or agent of the County, and the Consultant shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein nor shall the Consultant hold himself out as an employee or agent of the County.

6. TAXES. Any earnings derived from services rendered by Hazlett are subject to federal income tax.

The County will submit reports to the Internal Revenue Service as may be required on the earnings and fees herein provided as may be required by law. Taxes owing on same shall be the responsibility of Hazlett.

7. SERVICES NOT PROVIDED FOR. No claim for services furnished by Hazlett not specifically provided for herein shall be honored by the County.

8. ASSIGNMENTS. Neither party to this contract shall assign the contract, nor any interest arising herein, without the written consent of the other.

9. SUBCONTRACTORS. Hazlett shall not enter into subcontracts in this Agreement.

10. ENTIRE AGREEMENT: REQUIREMENT OF A WRITING. 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.

11. HOLD HARMLESS. William S. Hazlett, P.E., agrees for himself, his heirs, assigns, and legal representatives to release and hold harmless the Commissioners' Court of Fort Bend County, Texas, and any and all of its officials, staff, employees, and servants wheresoever, arising out of or related to any

loss, damage or injury, including death, that may be sustained by William S. Hazlett, P.E., while in, on or upon any premises owned by or under the control of Fort Bend County, or while traveling to or fro such premises, whether or not in performance of work under the contract.

12. INTEGRATION. This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.

13. NOTICES. Notices, correspondents, invoicing, and all other communications shall be addressed to the Fort Bend County Commissioners' Court and submitted to the following representative:

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

Notices, correspondence, and all other communications shall be addressed to the Consultant as follows:

William S. Hazlett, P.E.
P.O. Box 35563
Houston, Tex. 77235

14. COMPLIANCE WITH LAWS AND REGULATIONS. This agreement is subject to and shall be governed by the laws of the State of Texas. In providing all services pursuant to this contract, the Consultant shall abide by all statutes, ordinances, rules, and regulations

pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the County to terminate this contract immediately upon delivery of written notice of termination to the Consultant.

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: 2/15/88

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

CONSULTANT:

William S. Hazlett
William S. Hazlett, P.E.

Date: 2/15/88

pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the County to terminate this contract immediately upon delivery of written notice of termination to the Consultant.

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: 2/15/88

ATTEST:

Dianne Wilson
Dianne Wilson
County Clerk

CONSULTANT:

William S. Hatlett
William S. Hatlett, P.E.

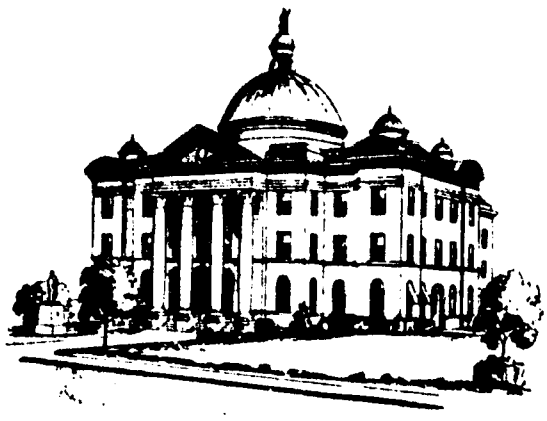
Date: 2/15/88

#30

02112

AS PER ORIGINAL 0034

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 16, 1988

Hart Graphics, Inc.
P.O. Box 968
Austin, Texas 78767

Ref: Annual contract for printing of election ballots for Fort Bend County. Bid #88-08.

Gentlemen,

This letter is to advise you that the Commissioners Court, Fort Bend County, in Regular Session on February 15, 1988 awarded your company the contract pursuant to your bid on the above stated matter at the bid price of $250.00 per 1000 ballots.

Point of contact will be Mrs. Dianne Wilson, County Clerk, at 713-342-3411 ext. 685.

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

cf: County Clerk
County Auditor

BID ITEM: ANNUAL CONTRACT FOR THE PRININT OF ELECTION BALLOTS FOR FORT BEND COUNTY 300

BID NUMBER: 88-08

02113

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'705'$category

0034

VENDOR NAME	BID PRICE
A.C. GRAPHICS	
ACME VISIBLE SYSTEMS	
AD-RITE ADVERTISING & PRINTING	
ADVANCED BUSINESS SYSTEMS	
AL DUSEK PRINTING	
ALL AMERICAN FLAGS & PENNANTS	
BERRI GRAPHICS	
CANTER OFFICE EQUIPMENT	
CLARKE & COURTS INCORPORATED	
CLASSIC BUSINESS FORMS	
COSMO PRINTING & OFFICE SUPPLY	
DATA ENTRY SOURCE	
DIPUMA PAINTING CO.	
DIVERSFIED LITHOGRAPHICS, INC.	
FORMCRAFT, INC.	
FORT BEND PRINTERS	
FOXX GRAPHICS AND PUBLISHING	
FT BEND CHAMBER OF COMMERCE 6	
FT BEND CHAMBER OF COMMERCE 10	
FT. BEND OFFICE SUPPLY	
GREAT IMPRESSIONS	
HART GRAPHICS	✓
HILL PRINTING	
HOLDEN BUSINESS FORMS	
HOSSLEY BUSINESS FORMS CO.	
IMAGE PRINTING	
IMAGETEK CORPORATION	
INFORM GRAPHICS	
JORDAN & ASSOCIATES, INC.	
KARLA KOPY PRINTING	
KOPY KAT PRINTING CO.	
KWIK-KOPY #15	
MASSIN OFFICE SUPPLY	
MAZE	
MISSOURI CITY PRINTING, INC.	
MOORE BUSINESS FORMS	
MOORE PAPER CO.	
NELCO	
OEI BUSINESS FORMS	
PIP PRINTING	
PREFERRED BUSINESS PRODUCTS	
PRINTING ETC.	
RALPH SCHUTZMAN AND ASSOC.	
RINN'S OFFSET PRINTING	
ROSENBERG/RICHMOND CHAMBER - 7	
ROSENBERG/RICHMOND CHAMBER -11	
S.T.C. OFFICE PRODUCTS	
THE GRAPHICS HOUSE	
TOMM LEE, INC.	
WAYNE MYERS COMPANY	

BID ITEM: TRACK JOB ON CATERPILLAR D6C DOZER SN: 10K11980 300)

BID NUMBER: 88-09

02114

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'545'$category

VENDOR NAME	BID PRICE
AFFOLTER CONTRACTING CO., INC.	
ALVIN EQUIPMENT CO., INC.	
BADO EQUIPMENT CO., INC.	
BOETTCHER-HLAVINKA CO.	
BOMAG	
BRAZOS EQUIPMENT SALES CO.	
CASE POWER & EQUIPMENT	
CONLEY-LOTT NICHOLS MACHINERY	
D & S TRUCK PARTS & REPAIR	
DIVERSIFIED EQUIPMENT	
DUP'S INC.	
E.L. LESTER & COMPANY	
EAGLE LAKE IMPLEMENT CO., INC.	
EL CAMPO EQUIPMENT CO., INC.	
FT BEND CHAMBER OF COMMERCE 1	
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.	
MOTOR TRUCK EQUIPMENT CORP.	
✓MUSTANG TRACTOR & EQUIPMENT CO	✓
PLAINS MACHINERY COMPANY	
PRECO MACHINERY SALES, INC.	
R.B. EVERETT AND COMPANY	
RICE BELT IMPLEMENT CO,INC.	
RICHMOND AUTO ELECTRIC	
ROMCO EQUIPMENT COMPANY	
ROSENBERG FORD TRACTOR	
ROSENBERG/RICHMOND CHAMBER - 2	
SHOPPA FARM SUPPLY CO.	
SOUTH TEXAS EQUIPMENT CO., INC	
STAR CONCRETE CONSTRUCTION	
THE R.J. MILLER CO., INC.	
TOM FAIREY COMPANY	
TOMM LEE, INC.	
TRUCK & PICKUP EQUIPMENT CORP.	
VOLVO WHITE TRUCK CORPORATION	
W.R. FLORA & SONS, INC.	
WAUKESHA-PEARCE INDUSTRIES,INC	
WORLD WIDE WELDING & PRESS INC	

31

AS PER ORIGINAL

02115

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1988 .

0034

On this the 15 day of February, 1988 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: _____

02116

00.34

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 28, 19 88.

STARTING WITH
FILM CODE NO. 88vol.34pg.01904

ENDING WITH
FILM CODE NO. 88vol.34pg02115

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY