

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 2
DAY OF JANUARY, 19 90.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 0002.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, OCTOBER 23, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of October 16, 1989.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Approve service/maintenance agreements on County equipment.
6. Approve County Treasurer's Quarterly Report.
7. Consider amending the following budgets: 268th District Court, Fees & Services; 328th District Court, Fees & Services; and CIHC, Indigent Care - Hospital/Medical.
8. Ms. Kay Tripicchio, Fort Bend Regional Council on Alcoholism & Drug Abuse, re: request to recontract with the County for alcoholism & drug abuse services.
9. Consider request(s) for waivers of tax penalties & interest.
10. Marsha Gaines, Tax Assessor/Collector, re: request approval of tax certificate fees.
11. Approve changes in presiding judges, alternates & polling places.
12. Consider approving an amended plat for Rivercrest, Pct. 4.
13. Consider releasing bonds for Riverwood Village, Sec. 2&3, Pct. 1.
14. Consider releasing letter of credit for Tierra Grande, Sec. 3, Pct. 2.
15. Consider accepting performance bond from J.O.B. Operating Co. for work performed in Pct. 3.
16. Consider approval of design option for Landfill Gas Management System.
17. Consider raising fees at Landfill, and consider payment of additional costs incurred by Laidlaw Waste Systems.
18. 10:00 a.m. - Hold public hearing to consider installing traffic control devices at Highlands Elementary School, Pct. 4, and consider action.
19. Presentation of proclamation supporting drug free "Red Ribbon Week" sponsored by Fort Bend Texans' War on Drugs.
20. Meet in Closed Session to discuss litigation (Landfill & Fort Bend County vs. Regency Lincoln-Mercury); land matters (County roads); and personnel (Performance Review Committee recommendations); as authorized by Art. 6252-17, Sec. 2(e,f,g), V.T.C.S., and consider taking action.
21. Discuss proposed budget.
22. Approve bills. FILED FOR RECORD
23. Adjournment. TIME 2:35 ~~AM~~ PM

OCT 19 1989

Dianne Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, October 19, 1989 at 2:45 p.m. by Dianne Wilson.

REGULAR SESSION

BE IT REMEMBERED That on this 23RD day of OCTOBER, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF OCTOBER 16, 1989:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of October 16, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve line item transfers in budgets for FM/LR #4 and ROAD & BRIDGE #2. (Recorded in minutes in full)

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

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out of town travel requests for EMERGENCY MANAGEMENT, SHERIFF and COUNTY CLERK. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS ON COUNTY EQUIPMENT:

None

6. APPROVE COUNTY TREASURER'S QUARTERLY REPORT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept the County Treasurer's Quarterly report from JULY 1989 to SEPTEMBER 1989. (Recorded in minutes in full)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 23rd day of October, 1989, at a Regular
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Property & Equipment 0802 0048 1010	\$ 36,050.00	\$ 36,501.03	\$ 451.03
Office Supplies 0802 0048 1062	\$ 5,000.00	\$ 4,548.97	(\$ 451.03-)
Property & Equipment 1206 0062 1010	\$ 49,886.25	\$ 49,077.18	(\$ 809.07-)
Road Materials 1206 0062 5031	\$ 853,170.00	\$ 883,695.66	\$ 30,525.66
Lumber & Hardware 1206 0062 7003	\$ 4,000.00	\$ 325.15	(\$ 3,674.85-)
Road Signs 1206 0062 7004	\$ 7,500.00	\$ 10,900.34	\$ 3,400.34
Tires & Tubes 1206 0062 7006	\$ 20,000.00	\$ 15,248.07	(\$ 4,751.93-)
Repairs & Parts 1206 0062 7007	\$ 90,000.00	\$ 89,663.70	(\$ 336.30-)
Herbicides 1206 0062 9020	\$ 67,400.00	\$ 43,046.15	(\$ 24,353.85-)

DATE: October 18, 1989

DEPARTMENT HEAD: _____

B. G. Denham

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha	-	County Judge
R.L."Bud" O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE
	FROM	TO	(DECREASE)
Line Item			
Road Material			
12 08 0064 5031	340,000.00	315,000.00	(25,000.00)
Repairs Parts/Shop Supp.			
12 08 0064 7007	175,000.00	200,000.00	25,000.00

DATE: October 23, 1989

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinocha, County Judge

Ben Denham, Commissioner Pct.#2

R.L."Bud" O'Shieles, Commissioner
Precinct #1

Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 0006
OCT 19 1989

TO: COMMISSIONERS COURT

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

Mel Speed

DATE OF DEPARTURE: October 31, 1989

DATE OF RETURN: November 4, 1989

DESTINATION: Brownsville, Texas

PURPOSE OF TRIP: Attend Texas Gulf Coast Emergency Management Conference

MODE OF TRANSPORTATION: Personal Vehicle

DEPARTMENT HEAD APPROVAL: Mel Speed, Emergency Management
Name & Department

DATE: 10-13-89

Mel Speed
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 10/23/89

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

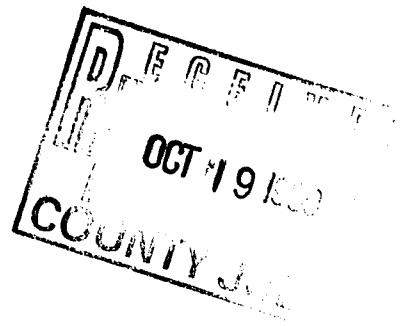
CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

COUNTY OF FORT BEND

Travel Authorization



TO: COMMISSIONERS' COURT

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

Deputy Marti Bronikowski

Period: Date of Departure 11-12-89 A.M.

Date of Return 11-19-89 P.M.

Purpose of Trip: Participate in the National Police Olympics

Places to be Visited: St. Petersburg, Florida

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

[Signature]
Name

October 16, 1989
Date

Sheriff
Title

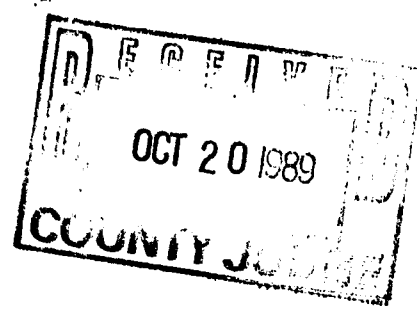
Approved: Commissioners' Court

[Signature]
County Judge

10/23/89
Date

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 NOV 15
 Date of Return NOV 15
 Purpose of Trip: TAC

Places to be Visited: Austin

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

10-1989
 Date

Dianne Wilson
 Name
County Clerk
 Title

Approved: Commissioners' Court

J. Strimling
 County Judge

10/23/89
 Date

IN THE MATTER OF THE QUARTERLY REPORT OF

IN THE COMMISSIONERS'S COURT FORT BEND COUNTY

KATHY HYNSON

REGULAR

TERM, 1989

Treasurer, Fort Bend County, Texas

On this 23rd day of OCTOBER A.D., 19 89, in Regular Session of the Commissioners' Court of Fort Bend County, Texas came on for examination the Quarterly Report of KATHY HYNSON, Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 3rd day of JULY A.D., 19 89, and ending on the 29th day of SEPTEMBER A.D., 19 89, filed herein on the 23rd day of OCTOBER A.D., 19 89, and the same having been compared and examined by the Court, and found to be correct, IT IS THEREFORE ORDERED by the Court that the same be and is hereby approved; and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows to-wit:

FUND	BEGINNING CASH BALANCE DATE 06/30/89	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE DATE 09/29/89	OUTSTANDING INVESTMENTS	ENDING BALANCES
08 ROAD & BRIDGE.....	47,165.08	4,386,230.76 I 444,888.06 R 16,215,657.36 I	2,781,272.22 I 2,091,084.97 D 12,433,893.87 I	5,926.71	1,903,649.39	1,909,576.10
10 GENERAL FUND.....	199,728.19	2,664,033.22 R 2,814,646.00 I 112,602.54 R	6,471,318.04 D 1,851,704.29 I 1,058,022.68 D	174,206.86	8,970,089.50	9,144,296.36
12 FARM TO MARKET/LATERAL RD.	13,160.23	4,262,914.13 I 140,407.54 R	2,250,930.34 I 2,166,055.20 D	30,681.80	1,079,967.06	1,110,648.86
34 DRAINAGE DIST. MAINT. AVAIL	19,509.62	59,772.83 I 4,637.80 R	55,607.69 I 8,825.00 D	5,845.75	1,561,171.25	1,567,017.00
56 COURTHOUSE IMPROV. CERT....	44.88	102,829.86 I 9,017.99 R	79,190.72 I 32,700.00 D	22.82	16,115.86	16,138.68
58 LTD TAX JAIL BONDS.....	87.25	602,721.93 I 19,581.94 R	387,028.95 I 235,368.02 D	44.38	11,315.50	11,359.88
59 ANNEX CERT. OF OBLIG.....	189.47			96.37	28,162.45	28,258.82
SUB-TOTAL.....	279,884.72	31,839,941.96 773,100.07 I	31,993,001.99 704,951.86 I	216,824.69	13,570,471.01	13,787,295.70
98 INSURANCE ESCROW.....	130,633.16	75,402.00 R	273,375.21 D	808.16	732,853.63	733,661.79
03 CITY WATER ASSISTANCE.....	1,336.50	388.00 R	----- D	1,724.50	-----	1,724.50
04 TEMP EMERGENCY RELIEF PROG.	9,862.71	6,206.65 R	16,055.67 D	13.69	-----	13.69
05 D.A. -U.R.E.S.A.....	150.00	----- R	----- D	150.00	-----	150.00
06 D.A. BAD CHECK COLL. FD...	503.39	124,727.81 I 16,215.88 R	87,635.09 I 52,458.64 D	1,353.35	15,363.18	16,716.53
07 ENTEX CONTRIBUTIONS.....	2,650.27	621.00 R	123.79 D	3,147.48	-----	3,147.48
09 HOUSTON LIGHTING & POWER..	3,546.30	6,686.00 R 110,705.44 I	8,090.49 D 110,705.44 I	2,141.81	-----	2,141.81
14 LATERAL ROAD.....	-----	----- R	----- D	-----	81,995.53	81,995.53
16 CO. LAW LIBRARY	1,807.46	334,766.32 I 9,073.00 R	327,949.58 I 17,113.88 D	583.32	108,500.33	109,083.65
18 LAW ENFORCEMENT ACADEMY...	822.27	138,513.28 I 20,583.84 R	142,860.09 I 14,890.64 D	2,168.66	48,596.83	50,765.49
28 AMBULANCE (PARAMEDICS)....	1,729.32	10,571.90 I 1,105.00 R	13,215.29 I 190.93 D	-----	7,856.64	7,856.64
30 D.A. SUPPL. SALARY.....	(1,462.47)	11,534.87 R	8,808.05 D	1,264.35	-----	1,264.35
31 MARY ELLEN GRILLO MEMORIAL	805.12	----- I 73,777.18 I	----- I 63,552.91 I	779.62	-----	779.62
32 LIBRARY DONATIONS.....	150.00	2,005.58 R	11,911.62 D	468.23	17,527.70	17,995.93
33 EMERGENCY FOOD & SHELTER..	42,979.96	30,256.35 R 214,334.75 I	72,329.44 D 210,000.00 I	906.87	-----	906.87
36 MISSION WEST PARK PCT. 3..	5,215.14	----- R 57,704.65 I	36.00 D 57,704.65 I	9,513.89	105,000.00	114,513.89
41 MARJORIE BAILEY MEMORIAL..	-----	----- R	----- D	-----	19,368.91	19,368.91
42 NARCOTICS FUND.....	77.29	587,445.32 I 68,587.83 R	647,843.44 I 7,225.91 D	1,041.09	201,442.47	202,483.56
46 PRIMARY ELECTIONS.....	19,926.86	----- R	8,000.00 D	11,926.86	-----	11,926.86
47 D.W.I. VIDEO FEE FUND.....	14,639.09	1,331.00 R	1,306.40 D	14,663.69	-----	14,663.69
49 PROBATE/COURT TRAINING FD.	2,105.73	387.00 R	2,270.12 D	222.61	-----	222.61
74 VOTER REGISTRATION.....	586.31	8,000.00 R	1,565.80 D	7,021.23	-----	7,021.23
76 JUV. PROB. SPEC. FUND.....	8,992.77	2,719.19 R	----- D	11,711.96	-----	11,711.96
83 DIST. ATT. SPEC. FUND.....	-----	----- I 25,984.87 I	----- I 16,517.31 I	-----	-----	-----
97 DISTRICT ADULT PROB. ISP..	34.35	10,260.00 R 302,321.25 I	19,226.91 D 392,575.97 I	535.00	9,984.69	10,519.69
99 DISTRICT ADULT PROBATION..	13,105.17	237,691.86 R	159,395.94 D	1,146.37	326,952.87	328,099.24
20 UPPER OYSTER CREEK	26,207.14	----- R	----- D	26,207.14	-----	26,207.14
21 CAPITAL IMPROVEMENTS	-----	258,693.03 R	254,602.76 D	4,090.27	-----	4,090.27

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 23rd day of OCTOBER

A.D., 19 89

Sworn to and Subscribed before me, by JODIE STAVINOKA

County Judge, and ROBERT L. O'SHIELES and
BEN DENHAM and ALTON PRESSLEY
 and BOB LUTTS County Commissioners of said
 Fort Bend County, each respectively, on this, the 23rd
 day OCTOBER A.D., 19 89

Dianne Wilson
County Clerk

Jodie E. Stavino
 COUNTY JUDGE

R. L. O'Shieles
 COMMISSIONER PCT. #1

Ben Denham
 COMMISSIONER PCT. #2

Alton Pressley
 COMMISSIONER PCT. #3

Bob Lutts
 COMMISSIONER PCT. #4

FUND	BEGINNING CASH BALANCE DATE 06/30/89	RECEIPTS	DISBURSEMENTS	ENDING CASH BALANCE DATE 09/29/89	OUTSTANDING INVESTMENTS	ENDING BALANCES
25 LOWER OYSTER CREEK.....	12,818.69	----- R	----- D	12,818.69	-----	12,818.69
		81,238.11 I	31,506.28 I			
38 COURTHOUSE ANNEX.....	-----	100,000.00 R	149,731.83 D	-----	2,262.97	2,262.97
39 GRAND MISSION CROSSING....	91,133.08	----- R	----- D	91,133.08	-----	91,133.08
		895,784.41 I	764,231.68 I			
43 BRIDGE IMPROVEMENT FD.....	1,553.00	----- R	----- D	-----	271,567.46	271,567.46
		213,220.70 I	168,382.70 I			
45 PCT. #3, MAINTENANCE FAC..	-----	22,000.00 R	66,313.00 D	525.00	2,994.33	3,519.33
		----- I	----- I			
77 FLATBANK CREEK FUND.....	324,346.75	----- R	----- D	-----	-----	-----
		1,076,299.75 I	2,083,133.44 I			
79 BIG CREEK FUND.....	-----	1,028,470.40 R	17,374.21 D	4,262.50	1,025,259.70	1,029,522.20
		131,390.00 I	121,390.00 I			
94 FBC DIST. DRY CREEK BRDG...	-----	----- R	----- D	10,000.00	56,315.38	66,315.38
55 FBC CENTRAL STORE.....	3,092.07	10,465.24 R	10,220.73 D	3,336.58	-----	3,336.58
		32,547.09 I	36,081.48 I			
60 UNLTD. TAX RD. BONDS.....	2,567.74	1,651.91 R	----- D	685.26	36,081.48	36,766.74
		----- I	49,409.97 I			
75 DRNG. DIST. IMPACT FEES...	391,854.91	75,352.94 R	417,797.88 D	-----	49,409.97	49,409.97
		4,907.81 I	4,907.81 I			
15 BAIL BOND SECURITIES.....	-----	----- R	----- D	-----	2,477.08	2,477.08
		9,460.90 I	9,460.90 I			
17 F.I.C.A. RECOVERY.....	-----	----- R	----- D	-----	4,775.12	4,775.12
52 COMP. TO VICTIMS OF CRIME..	16,829.00	17,541.00 R	16,829.00 D	17,541.00	-----	17,541.00
54 APPELLATE JUDICIAL SYS.....	34,548.00	4,520.00 R	14,682.00 D	24,386.00	-----	24,386.00
		----- I	----- I			
65 ON-SITE WASTE WATER FEE....	150.00	450.00 R	250.00 D	350.00	-----	350.00
66 JUDICIAL COURT TRAINING....	3,602.00	4,053.00 R	3,602.00 D	4,053.00	-----	4,053.00
68 CRIMINAL JUSTICE PLANNING..	21,329.00	23,527.00 R	21,329.00 D	23,527.00	-----	23,527.00
70 JUVENILE PROB. DIVERSION...	260.00	420.00 R	260.00 D	420.00	-----	420.00
72 DEPT. OF PUBLIC SAFETY.....	8,267.00	8,899.00 R	8,267.00 D	8,899.00	-----	8,899.00
		----- I	----- I			
78 TAX COLLECTORS FUND.....	-----	----- R	----- D	-----	-----	-----
82 LAW ENF. OFF. STD. & ED....	5,336.50	6,035.50 R	5,336.50 D	6,035.50	-----	6,035.50
84 OPERATORS/CHAUFFEURS LIC...	10,824.50	13,275.00 R	10,824.50 D	13,275.00	-----	13,275.00
		----- I	----- I			
95 JUV PROB ISP	-----	2,450.00 R	1,009.98 D	1,440.02	-----	1,440.02
		66,552.72 I	71,403.45 I			
96 JUVENILE PROBATION.....	-----	34,676.00 R	29,825.27 D	-----	30,815.17	30,815.17
TOTALS 90-0044-5 ACCT....	1,494,800.80	39,226,831.36	40,178,529.69	543,102.47	16,727,872.53	17,270,975.00
		1,763,288.31 I	860,500.00 I			
40 EMPLOYEES BENEFIT.....	86,282.02	24,772.32 R	912,922.90 D	100,919.75	660,500.00	761,419.75
		----- I	----- I			
48 FIFTH STREET COMM. DEVELOP.	50,943.70	5,678.50 R	52,990.30 D	3,631.90	-----	3,631.90
		206,287.64 I	----- I			
50 PAYROLL FUND.....	747,107.35	5,582,054.25 R	6,454,804.85 D	80,644.39	-----	80,644.39
FLOOD CONTROL/WATER SPPL ACCT.						
61 FLOOD CONTROL/WATER SPPL.	-----	14,989.88 I	20,751.74 I			
		5,847.06 R	----- D	85.20	20,751.74	20,836.94
		2,564,143.17 I	6,260,767.97 I			
71 WATER SUPPLY CONSTRUCTION	-----	4,676,066.17 R	979,356.20 D	85.17	3,696,624.80	3,696,709.97
73 WATER SUPPLY DEBT. SER...	-----	----- R	----- D	-----	-----	-----
TOTALS 90-0191-3.....	-----	7,261,046.28	7,260,875.91	170.37	3,717,376.54	3,717,546.91
		----- I	----- I			
81 SEWER IMPROV FIFTH ST. PH I.	-----	5,172.58 R	----- D	5,172.58	-----	5,172.58
		----- I	----- I			
85 SEWER IMPROV FIFTH ST PH II	-----	----- R	----- D	-----	-----	-----
		----- I	----- I			
90 FBC 125 BENEFIT.....	7,009.94	15,731.71 R	14,657.13 D	8,084.52	-----	8,084.52
SUB-TOTALS.....	2,386,143.81	54,090,862.95	55,735,280.78	741,725.98	21,105,749.07	21,847,475.05
FO FEES OF OFFICE.....	396,643.50	1,161,958.41 R	1,169,125.03 D	389,476.88	-----	389,476.88
GRAND TOTAL.....	2,782,787.31	55,252,821.36	56,904,405.81	1,131,202.86	21,105,749.07	22,236,951.93

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 23rd day of OCTOBER

A.D., 1989

Sworn to and Subscribed before me, by JODIE STAVINOHA,

County Judge, and ROBERT L. O'SHIELES and
BEN DENHAM and ALTON PRESSLEY
and BOB LUTTS County Commissioners of said
Fort Bend County, each respectively, on this, the 23rd
day OCTOBER A.D., 19 89.

Glennie Wilson
County Clerk

Jodie E. Stavinocha
COUNTY JUDGE

Robert L. O'Shields
COMMISSIONER PCT. #1

Ben Denham
COMMISSIONER PCT. #2

Alton Pressley
COMMISSIONER PCT. #3

Bob Luts
COMMISSIONER PCT. #4

7. CONSIDER AMENDING THE FOLLOWING BUDGETS: 268TH DISTRICT COURT, FEES & SERVICES; 328TH DISTRICT COURT, FEES & SERVICES: AND CIHC, INDIGENT CARE - HOSPITAL/MEDICAL:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to amend 268TH District Court 1989 budget (fees & service) by \$50,000. Funds to come from County Insurance line item as requested by Debbie Monk, Administrative Assist.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to amend Indigent Care 1989 budget by \$300,000. Funds to come from Contingency.

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to amend 328TH District Court 1989 budget (fees & service) by \$10,000. Funds to come from County Insurance line item as requested by Judge Thomas O. Stansbury

8. MS. KAY TRIPICCHIO, FORT BEND REGIONAL COUNCIL ON ALCOHOLISM & DRUG ABUSE, RE: REQUEST TO RECONTRACT WITH THE COUNTY FOR ALCOHOLISM & DRUG ABUSE SERVICES:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Pressley voting no, Commissioner Lutts voting no and Judge Stavinoha voting yes, it is ordered to renew contract for one year with Fort Bend Regional Council on Alcoholism & Drug Abuse totaling \$29,000 as requested by Kay Tripicchio. Funds to come from County Insurance line item. (Recorded in minutes in full)

9. CONSIDER REQUESTS FOR WAIVERS OF TAX PENALTIES & INTEREST:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to waive penalties & interest in the amount of \$47.26 and attorney fees in the amount of \$40.84 for NORMAN BELCHER. (Recorded in minutes in full)

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to waive penalties & interest in the amount of \$26.42 and attorney fees in the amount of \$6.97 for RAY WITTEN. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to deny waiver of tax penalties & interest. LARRY ORR. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to deny waiver of tax penalties & interest for JULIUS STUART, JR. (Recorded in minutes in full)

10. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: REQUEST APPROVAL OF TAX CERTIFICATE FEES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize raising fees from \$4.00 to \$10.00 on tax certificate fees as requested by Marsha Gaines, Tax Assessor/Collector, effective November 1, 1989. (Recorded in minutes in full)

11. APPROVE CHANGES IN PRESIDING JUDGES, ALTERNATES & POLLING PLACES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to appoint alternate judge, Mabel Nulish as presiding judge and change polling place #2036 to 16931 Horse Lane, Houston, Tx. 77053. (Recorded in minutes in full)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS AGREEMENT is made on this the 1st day of November, 1989, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "COUNTY"), a body politic, acting herein by and through its Commissioners' Court, duly authorized and empowered, and FORT BEND REGIONAL COUNCIL ON ALCOHOLISM & DRUG ABUSE, INC. (hereinafter referred to as "F.B.R.C."), acting herein by and through its duly authorized officers.

WHEREAS, COUNTY does not have a program for alcohol and drug abuse for its citizens; and,

WHEREAS, COUNTY desires to contract with F.B.R.C. to provide certain services to alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and,

WHEREAS, COUNTY desires to assist F.B.R.C. in its programs for alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and

WHEREAS, F.B.R.C. desire to provide qualified staff and services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and

WHEREAS, F.B.R.C. desires to provide assessment and evaluation programs, referral services, case management, and education, and related services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and,

CC 10/23/89

WHEREAS, F.B.R.C. desires to provide a coordination service with the various service agencies within Fort Bend County pertaining to alcohol and drug abuse.

NOW, THEREFORE, in consideration of the mutual understanding and agreement set forth, the COUNTY and F.B.R.C. agree as follows:

I.

F.B.R.C. agrees that it will provide an assessment program for all citizens of Fort Bend County. The purpose of the assessment will be to evaluate whether there is a problem of alcohol or other drugs with an individual or significant other (including, but not limited to, family members and employers), with no charge to County residents.

II.

F.B.R.C. agrees that it will provide a referral service for citizens of Fort Bend County on an individual basis to an appropriate program, including but not limited to hospitals, doctors, counselors, halfway houses, support groups, in-house services and programs.

III.

F.B.R.C. agrees that it will provide educational programs and assistance to schools, businesses, industry and civic groups within Fort Bend County on alcoholism and drug abuse to assist the citizens of Fort Bend County to combat alcohol and drug abuse.

IV.

F.B.R.C. agrees that it will coordinate services with the several other service agencies throughout Fort Bend County to improve the evaluation and treatment of alcohol and drug abuse, and to improve the quality of service for alcohol and drug abuse in Fort Bend County.

V.

F.B.R.C. agrees it will provide COUNTY with an annual independent audit of its operations and F.B.R.C. further agrees COUNTY may conduct an independent audit should COUNTY desire same.

VI.

F.B.R.C. agrees to save, hold harmless and indemnify COUNTY from all claims and liabilities that may arise or be alleged as a result (directly or indirectly) of this contract.

VII.

COUNTY agrees to provide F.B.R.C. with TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00) in consideration of F.B.R.C. performing the services stated in this contract. The term of this contract is for one year, commencing November 1, 1989 and ending October 31, 1990.

VIII.

The provisions of this contract are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitu-

tional 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 COUNTY or F.B.R.C. the purposes of the contract have been rendered useless.

IX.

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

X.

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

XI.

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

FORT BEND COUNTY, TEXAS


JODIE E. STAVINOKA, COUNTY JUDGE

Date: 11/6/89

ATTEST:


DIANNE WILSON, COUNTY CLERK

FORT BEND REGIONAL COUNCIL ON
ALCOHOLISM & DRUG ABUSE, INC.

Kay Tropicchio
KAY TRAPICCHIO, EXECUTIVE DIRECTOR

Date: 10/29/89

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

ROBERT GRAYLESS, COUNTY AUDITOR

AS PER ORIGINAL

Major Funding Resources
By Categories and Percentages

	AUDITED YEAR END 6/88	AUDITED YEAR END 6/89	REVISED BUDGET YEAR END 6/90	REVISED BUDGET AMOUNTS CONFIRMED OR ACT. REC'D YTD
1. UNITED WAY	117,882	117,884	123,525	123,525
TOTAL 1	117,882 50%	117,884 43%	123,525 38%	123,525 63%
2. GOVERNMENT GRANTS				
TCADA (INW)	32,124	32,124	32,124 10%	32,124
Ft Bend Co.	** 14,667	** 32,333	29,000 9%	
TOTAL 2	46,791 20%	64,457 24%	61,124 17%	32,124 16%
3. FEES/DONATIONS				
A. Program Serv. Fees	44,137	41,057	46,727	11,153
B. Foundations				
George	10,000	25,000	25,000	25,000
Kempner	750	1,000	1,000	
Malco	5,000	5,000	5,000	
Texas War on Drugs			1,000	1,000
Other	0	1,000	36,000 → 36,000	
Total B	15,750	32,000	68,000	26,000
C. Individual/Group				
Restricted		1,205	0	
Unrestricted	5,270	3,675	8,412	1,225
Misc.	1,003	6,193	1,193	244
Total C	6,273	11,073	9,605	1,469
D. Fund Raising Projects	4,532	5,561	12,791 → 12,791	750
TOTAL 3	70,692 30%	89,691 33%	137,125 43%	39,372 20%
TOTAL INCOME	235,365	272,032	321,774	195,021

* Beyond the \$29,000 (9% of budget) requested from the Co., \$48,791 must still be raised by FBRO from a combination of foundation (s) support and fundraising projects.

** \$22,000 was actually rec'd in Oct. of FY 87/88, however, it was prorated over a 12 mo. period, resulting in \$7,333 being transferred into FY89/90 for serv's July through Oct. This amt. was in addition to the \$25,000 allocated in that FY. for serv's rendered the remaining 8 mo's. (a tot. of \$32,333 as indicated.

*** The projected funds indicated, other than the identified \$48,791, are only that, projections, yet, the consistency of their funding over the two prior yrs., as well as the amt's indicated lead us to believe that the likelihood of them coming

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: October 5, 1989

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

P&I 88.10

AF 223.02

313.12

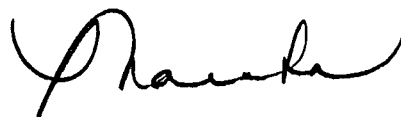
FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Norman Belcher
Account .907-3850-03-006-0050
Precinct #2

Mr. Belcher is requesting waiver of penalty and interest on the above referenced account for 1988.

1. Mr. Belcher purchased the property 11-28-88.
2. 1988 tax roll indicates ownership in the name of Victor Garcia.
3. Mr. Belcher attempted to pay the taxes on 2-10-89 and was refunded his payment as taxes had been paid by Ameriway Mortgage Corporation.
4. Ameriway Mortgage Corporation realized they paid the taxes in error and requested a refund.
5. The refund was processed and Mr. Garcia who no longer owned the property was notified of the taxes due.
6. Mr. Belcher did not receive notice of the delinquent taxes due until the recent mailing by our delinquent attorneys.

I recommend waiver of penalty and interest on the above referenced account due to the fact Mr. Belcher did attempt to pay the taxes and once the erroneous payment was refunded no attempt was made by the tax office to notify Mr. Belcher of the delinquency.



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: October 19, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Ray Witten
Account #.901-7835-00-046-0198
Precinct #1
Revised

Mr. Witten is requesting waiver of penalty and interest on the above referenced account for 1976.

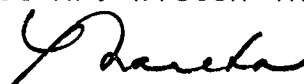
1. Mr. Walger purchased the property in October 1980.
2. Prior to the property being changed into Mr. Witten's name the property was carried on the tax roll as follows:
1965 - 1976 Marcella Steffek
1977 - 1980 Fred Walger
3. At the time the property was purchased from Mr. Walger, all taxes should have been cleared and a tax certificate issued. This would have been the responsibility of Mr. Walger or the title company if one was used.

Breakdown of taxes due:

Base Tax	\$20.09
Penalty and Interest	26.42
Attorney Fees	<u>6.97</u>
Total Due	\$53.48

\$33.39

I do recommend waiver of penalty and interest on the above referenced account in accordance with Sec 33.04 of the State Property Tax Code. There is no record of a diligent effort to contact Mr. Witten in compliance with the aforementioned code.



9/13

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AS PER ORIGINAL

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: September 14, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - ~~Larry G. Orr~~
Accounts .907-6400-00-026-0700 & .907-6400-00-026-0800
Precinct #2

Mr. Orr is requesting waiver of penalty and interest on the above referenced accounts for years 1985, 1986, and 1987.

1. Property purchased March 1977.
2. Mailing address carried on the tax rolls from 1978 thru 1984:
Orr, Larry G.
11239 Cavel Ln
Houston, Texas 77072
3. No mailing address on the 1985 tax roll.
4. Mailing address for 1986 and 1987 same as above.
5. Mailing address for 1988 is:
Orr, Larry G.
1014 Sugar Mountain Court
Sugar Land, Texas 77478

Breakdown of taxes paid on both accounts:

Base Tax	\$ 64.54	→ \$46.25
Penalty and Interest	27.38	
Attorney Fees	13.82	
Total Tax Paid	\$105.74	

I do not recommend waiver of penalty and interest unless Mr. Orr can show proof of contacting the Fort Bend Central Appraisal District with a change of address notice.

[Signature]

[Handwritten notes and signatures in right margin]

D-L

SEP 01 1989

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AS PER ORIGINAL

Fort Bend County
Tax Assessor/Collector
C/O Republic Bank Houston
P. O. Box 299198
Houston, Texas 77299

Larry G. Orr
1014 Sugar Mountain Court
Sugar Land, Texas 77478

Ref. No. 9076400000260700
9076400000260800

August 20, 1989

Gentlemen:

Enclosed is two delinquent tax statements received by me on August 18, 1989. I never received the original tax statements.

This problem occurred in tax year 1985 and I sent a change of address notice to the Appraisal District. My other tax statements were received properly at my current address and were paid. The address on this property apparently was never updated and was sent to my old address. I have not lived at that address for over five years and the statements were not forwarded.

I am enclosing a check in the amount of \$105.74 for the original tax levy plus penalty and interest, although I do not feel that I should bear the penalty and interest indicated since I never received a statement. With all the tax statements I receive, I could not possibly know what taxes were due and how much was due without a statement.

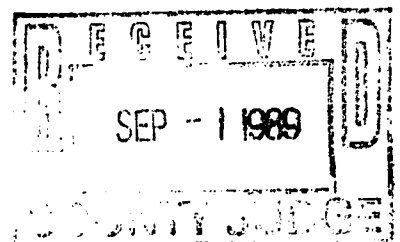
I request a rebate on the penalty and interest. Your favorable consideration is appreciated.

Sincerely,

Larry G. Orr
Larry G. Orr

LGO:lgo
Atts.

cc Judge



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: October 13, 1989

TO: County Judge Jodie Stavino
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry WagenbachFROM: Marsha P. Gaines
Tax Assessor/CollectorRE: Waiver of Penalty and Interest - Julius P Stuart Jr.
Account .901-0026-00-000-0241
Precinct #3

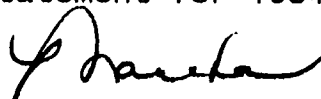
Mr. Stuart is requesting waiver of penalty and interest on the above referenced account for years 1975, 1981, and 1985.

1. Property has been in Mr. Stuart's name since 1974.
2. Address on the 1975 tax roll was 1100 James, Rosenberg, Tx 77471.
3. Address on 1981 tax roll was Rt 2 Box 87E, Richmond, Tx 77469.
4. The addresses carried on the 1975 and 1981 tax rolls appeared to be correct at that time.
5. The Central Appraisal District did not carry an address for Mr. Stuart for 1984 or 1985.
6. Mr. Stuart paid his 1984 taxes even though an address was not carried on the roll.

Breakdown of taxes paid:

Base Tax	\$454.07
Penalty and Interest	275.53
Attorney Fees	<u>109.45</u>
Total Paid	\$839.05

I do not recommend waiver of penalty and interest as there is no evidence of an error on the part of the tax office for years 1975 and 1981. I, also, do not recommend waiver of penalty and interest for 1985 as Mr. Stuart was aware of how many tax statements he should receive and apparently did request the additional statement for 1984 so he could pay the tax.



MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

MEMORANDUM

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

From: Marsha P. Gaines

Date: October 17, 1989

Reference: Commissioners Court Agenda

Please place the following on Commissioners Court Agenda for October 23, 1989.

1. Request approval of tax certificate fees.

Currently the tax office is charging \$4.00 for a tax certificate. On September 1, 1987, State Property Tax Code, Sec. 31.08 was amended to allow a taxing unit to charge a fee not to exceed \$10.00 for a tax certificate.

Surrounding entities and title companies have already made the transition to the \$10.00 charge. At this time, I would like to request the amount to be charged for a tax certificate be raised to \$10.00.

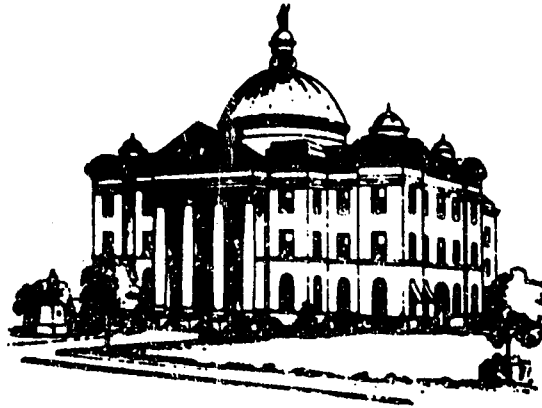
The amount of time research spends returning \$10.00 checks and requesting \$4.00 checks is too time consuming and is not cost effective.

All taxing entities should charge the same amount for tax certificates, and Fort Bend County is the only taxing entity that still charges \$4.00.

Marsha

AS PER ORIGINAL

Office of
Dianne Wilson
County Clerk



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

Richmond, Texas

County of Fort Bend

ELECTION JUDGES, ALTERNATES AND POLLING PLACES AS OF 10/23/89

POSITIONS TO BE FILLED:

PRECINCT 1016 - ALTERNATE
PRECINCT 4033 - ALTERNATE
PRECINCT 2036 - JUDGE

LILLIE WELCH THE APPOINTED JUDGE HAS NOW
REGISTERED. SHE LIVES IN PRECINCT 2056 AND
CANNOT SERVE AS JUDGE IN 2036.

PRECINCT 1040 - ALTERNATE
PRECINCT 4041 - ALTERNATE
PRECINCT 2059 - JUDGE

SIBYL ORANSAYE THE APPOINTED JUDGE HAS NOT
REGISTERED AND IS UNABLE TO SERVE UNTIL SHE
IS REGISTERED.

PCT NO	PRESIDING JUDGE	CERT NO	ALTERNATE JUDGE	CERT NO	POLLING PLACE
1001	JEAN ANDERSON 903 EDGEWOOD DR RICHMOND, TX 77469 MAIL/SAME 713-232-5367	459	JUDITH GOERLITZ 720 EDGEWOOD DR RICHMOND, TX 77469 MAIL/SAME 713-342-6232	8487	FORT BEND COUNTY COURTHOUSE COMMISSIONERS COURTROOM 500 JACKSON ST RICHMOND, TX 77469 713-342-3411
2002	ERNESTINE LAWSON 13509 T B MITCHEL RD KENDLETON, TX 77451 P.O. BOX 134 KENDLETON, TX 77451 409-532-0609	83977	ETHEL NEAL 114 LUN RD KENDLETON, TX 77451 P.O. BOX 42 KENDLETON, TX 77451 409-532-4346	17903	KENDLETON CITY HALL 13219 HWY 59 KENDLETON, TX 77451 P.O. BOX 700 KENDLETON, TX 77451 713-342-5946
2003	BILLYE BRIDGES 402 MAIN ST FRESNO, TX 77545 P.O. BOX 222 FRESNO, TX 77545 713-431-2041	2639	ESSA HEANS 126 PALMETTO ST FRESNO, TX 77545 P.O. BOX 1117 FRESNO, TX 77545 713-431-2639	16425	FRESNO FIRE STATION 4525 HWY 521 FRESNO, TX 77545 P.O. BOX 185 FRESNO, TX 77545 713-431-2451
3004	CANDRA STEWART 7306 MESOMES DR HOUSTON, TX 77083 MAIL/SAME 713-277-2880	71080	MARGARET SMITH 16314 SINALOA DR HOUSTON, TX 77083 MAIL/SAME 713-277-1882	61225	MISSION BEND ELEMENTARY 16200 BEECHNUT HOUSTON, TX 77083 P.O. BOX 1004 SUGAR LAND, TX 77487
3005	MARSHA DECKER 4107 PECAN BEND RICHMOND, TX 77469 RT 2 BOX 228N RICHMOND, TX 77469 713-342-3283	33448	JAMES HEROLD 3909 SKINNER LN RICHMOND, TX 77469 MAIL/SAME 713-	143754	SWINGING DOOR RESTAURANT HWY 359 RICHMOND, TX 77469 RT 2 BOX 29 RICHMOND, TX 77469 713-342-4758
4006	CAROLE BENTLEY 8406 WILSON FULSHEAR, TX 77441 P.O. BOX 215 FULSHEAR, TX 77441 713-533-9253	1664	HAT BLACKMON 4205 MADE LN BROOKSHIRE, TX 77423 MAIL/SAME 713-346-1127	95846	HUGGINS ELEMENTARY 81 HUGGINS DR FULSHEAR, TX 77441 P.O. BOX 338 FULSHEAR, TX 77441 713-346-1222
1007	LINDA GARCIA 814 RIGGINS RD THOMPSONS, TX 77481 BOX 32 THOMPSONS, TX 77481 713-343-0527	7952	COLLEENE JOHNSON 814 OIL FIELD RD THOMPSONS, TX 77481 P.O. BOX 38 THOMPSONS, TX 77481 713-343-0535	38857	BOOTH MERCANTILE CO HWY 762 BOOTH, TX 77421 3711 SAN FELIPE HOUSTON, TX 713-
4008	LESTER REINECKER 11810 REINECKE RD WALLIS, TX 77485 RT 1 BOX 230 WALLIS, TX 77485 409-478-6650	20626	ESTHER DUSEK 2507 FM 1952 EAST BERNARD, TX 77435 RT 1 BOX 143A EAST BERNARD, TX 77435 409-335-7945	6270	ORCHARD ELEMENTARY 9700 KIBLER ORCHARD, TX 77464 P.O. BOX 30 ORCHARD, TX 77464 409-478-6610

3009	TERESE RAIK 1721 COUNTRY CLUB BLVD SUGAR LAND, TX 77478 MAIL/SAME 713-491-2803	57837	NELLE HENRY 45 RIVERCREEK WAY SUGAR LAND, TX 77478 MAIL/SAME 713-	45614	SUGAR CREEK COUNTRY CLUB 420 SUGAR CREEK BLVD SUGAR LAND, TX 77478 MAIL/SAME 713-494-9131
2010	PAUL LEGENDRE 14436 JOYCE ST NEEDVILLE, TX 77461 MAIL/SAME 409-793-4454	14177	RUBY GERKEN 15230 HWY 36 S NEEDVILLE, TX 77461 MAIL/SAME 409-793-6194	8262	NEEDVILLE KNIGHTS OF COLUMBUS CLUB 13631 HWY 36 NEEDVILLE, TX 77461 10420 WILL LEHMAN NEEDVILLE, TX 77461 409-793-4313
4011	HELEN HERGET 2834 FIELD LINE DR SUGAR LAND, TX 77479 MAIL/SAME 713-980-3650	111453	SANDRA SANDBERG 2647 WILLIAMS GRANT SUGAR LAND, TX 77479 MAIL/SAME 713-980-3748	115869	WHEELER FIELD HOUSE 16403 LEXINGTON BLVD SUGAR LAND, TX 77479 P.O. BOX 1004 SUGAR LAND, TX 77487 713-980-3784
2012	BERTHA KELM 1817 MULCAHY ROSENBERG, TX 77471 MAIL/SAME 713-232-4345	12693	MARCUS KELM, JR 1817 MULCAHY ROSENBERG, TX 77471 MAIL/SAME 713-232-4345	12699	ROBERT E. LEE 1680 AVE M ROSENBERG, TX 77471 3911 AVE I ROSENBERG, TX 77471 713-342-5521
3013	PAULINE SCHULTE 1303 ADAMS AVE MISSOURI CITY, TX 77489 MAIL/SAME 713-499-3893	48940	WINSTON SCHULTE 1303 ADAMS AVE MISSOURI CITY, TX 77489 MAIL/SAME 713-499-3893	48939	HOLY FAMILY CATHOLIC CHURCH 1510 FIFTH ST MISSOURI CITY, TX 77459 MAIL/SAME 713-499-9688
3014	ANN CROCKETT 1130 FM 1463 KATY, TX 77450 P.O. BOX 536 KATY, TX 77449 713-392-3295	4897	MARY LANAHAN 24935 ROESNER RD KATY, TX 77494 MAIL/SAME 713-	13838	KATY HIGH SCHOOL 6331 HWY BLVD KATY, TX 77449 6331 HWY BLVD 713-391-8138
4015	SIDNEY PASTOR, SR 2001 FM 1875 BEASLEY, TX 77417 RT 1 BOX 146-A BEASLEY, TX 77417 409-387-8032	19033	ELLA HACKER 311 SEVENTH ST S BEASLEY, TX 77417 P.O. BOX 4 BEASLEY, TX 77417 409-387-2461	9410	BEASLEY TOWN HALL 214 THIRD ST S BEASLEY, TX 77417 P.O. BOX 122 BEASLEY, TX 77417 409-387-2775
1016	J D ALEXANDER 3803 AVE P ROSENBERG, TX 77471 MAIL/SAME 713-232-4762	202			GEROGE JN. HIGH 4601 AIRPORT RD ROSENBERG, TX 77471 3911 AVE I ROSENBERG, TX 77471 713-232-6494
2017	MITA HIGHT 6811 THORNWILD RD MISSOURI CITY, TX 77489 MAIL/SAME 713-437-6345	10641	CHRISTINE WASHINGTON 15830 KUBEN LN MISSOURI CITY, TX 77489 MAIL/SAME 713-437-7489	46723	BRIARGATE ELEMENTARY 15817 BLUE RIDGE RD MISSOURI CITY, TX 77459 P.O. BOX 1004 SUGAR LAND, TX 77487-1004 713-437-1988

AS PER ORIGINAL

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1018	LORETTA MYSKA 9503 JANDA RD RICHMOND, TX 77469 MAIL/SAME 409-793-6610	17822	MARGARET SBRUSCH 10607 JANDA RD RICHMOND, TX 77469 MAIL/SAME	22206	FAIRCHILD GIN OFFICE 10119 FM 361 FAIRCHILDS, TX 77469 10119 FM 361 RICHMOND, TX 77469 409-793-4438
4019	LILLIAN STEFFENS 5709 BLACKSMITH SIMONTON, TX 77476 P.O. BOX 217 SIMONTON, TX 77476	24104	JEANETTE BARNES 9729 BARNES SIMONTON, TX 77476 DRAWER R SIMONTON, TX 77476	1131	SIMONTON CIVIC CENTER 9605 FM 1489 SIMONTON, TX 77476 P.O. DRAWER MH SIMONTON, TX 77476 713-346-1518
4020	MARY BOHLMAN 13702 DRAKEWOOD DR SUGAR LAND, TX 77478 MAIL/SAME 713-494-6598	2145	CAROL SNOWBARGER 13747 GRAYWOOD DR SUGAR LAND, TX 77478 MAIL/SAME 713-494-1983	34794	SUGAR LAND CHURCH OF GOD 1715 ELDRIDGE RD SUGAR LAND, TX 77478 MAIL/SAME 713-242-2424
2021	EDWARD BRENNAN, JR 20214 DEER RUN DAMON, TX 77430 RT 1 BOX 200 DAMON, TX 77430 409-553-3641	63973	JOYCE MARTIN 20507 LAKEVIEW RD DAMON, TX 77430 RT 1 BOX 217 DAMON, TX 77430 409-	15426	MEYERS STORE FM 1462 AT 762 DAMON, TX 77430 RT 1 BOX 848 DAMON, TX 77430 409-553-3002
3022	PAUL HUGHES 12518 BROOK BEADOWS LN STAFFORD, TX 77477 MAIL/SAME 713-240-9250	124141	ELAINE HERFF 11815 AMBLEWOOD DR STAFFORD, TX 77477 MAIL/SAME 713-489-6518	10419	MEADOWS COMMUNITY CENTER 11924 AMBLEWOOD DR MEADOWS, TX 77477 11803 KIRKWOOD STAFFORD, TX 77477 713-498-9047
2023	BRENDA LONG 5038 PARKRIDGE DR HOUSTON, TX 77053 MAIL/SAME 713-437-1458	52772	IDA THOMAS 16506 PARKRIDGE CT HOUSTON, TX 77053 MAIL/SAME 713-437-8153	43838	RIDGEMONT ELEMENTARY 4910 RAVEN RIDGE DR HOUSTON, TX 77053 P.O. BOX 1004 SUGAR LAND, TX 77487 713-437-1988
2024	CHERYL DAVIS 506 TWIN LN ROSENBERG, TX 77471 RT 1 BOX 137 CH ROSENBERG, TX 77471 713-	81879	HARVEY LUDWIG 831 FINNEY-VALLET RD ROSENBERG, TX 77471 RT 1 BOX 139-A ROSENBERG, TX 77471 713-342-6093	14882	HARVEY LUDWIG'S GARAGE 831 FINNEY-VALLET RD ROSENBERG, TX 77471 RT 1 BOX 139-A ROSENBERG, TX 77471 713-342-6093
1025	ETHEL GRIGGS 401 TWIN LN ROSENBERG, TX 77471 P.O. DRAWER 1728 ROSENBERG, TX 77471 713-342-2631	93501	BESSIE ELDER 4808 BRYAN RD RICHMOND, TX 77469 P.O. BOX 766 ROSENBERG, TX 77471 713-323-2608	6504	AG EXTENTION OFFICE 4310 HWY 36 ROSENBERG, TX 77471 RT 2 BOX 643T ROSENBERG, TX 77471 713-342-3034
4026	ALICE SCHUMANN 5003 HWY 90A SUGAR LAND, TX 77478 P.O. BOX 366 SUGAR LAND, TX 77487 713-565-3643	22563	JOY MC VEY 4507 PECAN GROVE SUGAR LAND, TX 77479 MAIL/SAME 713-494-3622	16393	SCHUMANN RESIDENCE 5003 HWY 90A SUGAR LAND, TX 77478 P.O. BOX 366 SUGAR LAND, TX 77487 713-494-3643

AS PER ORIGINAL

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3027	MILTON HUGHES 3318 COUNTRY CLUB BLVD STAFFORD, TX 77477 MAIL/SANE 713-491-8408	93163	LISA STONE 3314 COUNTRY CLUB BLVD STAFFORD, TX 77477 MAIL/SANE 713-491-5777	86969	STAFFORD CIVIC CENTER 1415 CONSTITUTION AVE STAFFORD, TX 77477 2610 MAIN ST S STAFFORD, TX 77477 713-499-5763
4028	NANCY MOLLOVAY 2719 BROADMOOR CIR MISSOURI CITY, TX 77459 MAIL/SANE 713-437-8329	10934	SYLVIA FRANKSON 3522 LA COSTA RD MISSOURI CITY, TX 77459 MAIL/SANE 713-499-3654	77920	QUAIL VALLEY REC CENTER 2815 CYPRESS POINT MISSOURI CITY, TX 77459 2815 CYPRESS POINT MISSOURI CITY, TX 77459 713-499-3504
4029	FRAN NESTER 706 PALM GROVE CIR SUGAR LAND, TX 77478 MAIL/SANE 713-491-0104	96930	ROLAND BRUNET 215 SAVOY ST SUGAR LAND, TX 77478 MAIL/SANE 713-242-2556	2949	FIRST BAPTIST CHURCH 420 WOOD ST SUGAR LAND, TX 77478 MAIL/SANE 713-494-3046
4030	SUE HEASE 3411 CROW VALLEY DR MISSOURI CITY, TX 77459 MAIL/SANE 713-437-3741	45877	ELLA FEARS 3407 CROW VALLEY DR MISSOURI CITY, TX 77459 MAIL/SANE 713-437-1975	45875	FORT BEND COMMUNITY HOSPITAL 3803 FM 1092 MISSOURI CITY, TX 77459 MAIL/SANE 713-499-4800
2031	NORMA GREEN 15522 SUMNER BRIAR CT MISSOURI CITY, TX 77489 MAIL/SANE 713-437-9820	75820	JANICE GENTRY 15715 IRONSIDE HILL DR MISSOURI CITY, TX 77489 MAIL/SANE 713-437-7149	92432	RIDGEGATE ELEMENTARY 6015 WEST RIDGECREEK HOUSTON, TX 77053 P.O. BOX 1004 SUGAR LAND, TX 77487 713-437-1988
3032	BERNICE UPTON 10210 OVERVIEW DR SUGAR LAND, TX 77478 MAIL/SANE 713-	51833	CAROLE POLZER 10123 KENT TOWNE LN SUGAR LAND, TX 77478 MAIL/SANE 713-	39069	TOWNWEST TOWN HALL 10322 OLD TOWNE LN SUGAR LAND, TX 77478 10322 OLD TOWNE LN SUGAR LAND, TX 77478 713-494-7906
4033	JOAN SWAIN 3127 CYPRESS POINT DR MISSOURI CITY, TX 77459 MAIL/SANE 713-437-8552	24644	MISSOURI CITY, TX 77459 MAIL/SANE		LANTERN LAKE ELEMENTARY 3323 MISSION VALLEY DR MISSOURI CITY, TX 77459 P.O. BOX 1004 SUGAR LAND, TX 77487 713-437-1988
2034	JUDITH NICHOLS 3411 BEDFORD FORREST CT MISSOURI CITY, TX 77459 MAIL/SANE 713-437-1030	66933	WANDA WORKSBKEN 3227 CUMBERLAND DR MISSOURI CITY, TX 77459 MAIL/SANE 713-438-6209	145712	VICKSBURG POOL HOUSE 3206 CUMBERLAND DR MISSOURI CITY, TX 77489 9575 KATY FREEWAY, SUITE 130 HOUSTON, TX 77024 713-
2035	GREG TYLER 16438 SKETT CT MISSOURI CITY, TX 77489 MAIL/SANE 713-437-3446	107168	LESIA TYLER 16438 SKETT CT MISSOURI CITY, TX 77489 MAIL/SANE 713-437-3446	130248	QUAIL RUN POOL 16730 QUAIL PARK MISSOURI CITY, TX 77489

AS PER ORIGINAL

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2036

MABEL MULISCH
16931 HORSE LN
HOUSTON, TX 77053
MAIL/SAME

18337

LILLIE WELCH RESIDENCE
16923 HORSE LN
MISSOURI CITY, TX 77489
P.O. BOX 773

1037 ALICIA GARCIA
820 SIXTH ST
ROSENBERG, TX 77471
MAIL/SAME
713-342-3851

7880

LENETTE SELF
1221 MAC ARTHUR ST
ROSENBERG, TX 77471
MAIL/SAME
713-

22792

TRAVIS ELEMENTARY
2700 AVE K
ROSENBERG, TX 77471
3911 AVE I
ROSENBERG, TX 77471
713-342-5521

1038 MARY BECERRA
314 SECOND ST
ROSENBERG, TX 77471
MAIL/SAME
713-342-4386

1437

TONY BECERRA
314 SECOND ST
ROSENBERG, TX 77471
MAIL/SAME
713-342-4386

1447

JACKSON INTERMEDIATE SCHOOL
301 THIRD ST
ROSENBERG, TX 77471
3911 AVE I
ROSENBERG, TX 77471

1039 MARGARET GONZALES
706 BLUNE RD
ROSENBERG, TX 77471
1810 AVE G
ROSENBERG, TX 77471
713-342-9577

53334

ROSARIO STANFORD
4920 DOGWOOD DR
ROSENBERG, TX 77471
MAIL/SAME
713-232-2951

146205

CARLOS UPHOLSTERT
726 VERA CRUZ
ROSENBERG, TX 77471
713-342-6041

1040 LINDA LUNA
1705 MAIDEN LN
RICHMOND, TX 77469
MAIL/SAME
713-232-7706

74691

ST JOHN FISHER CHURCH
410 CLAY
RICHMOND, TX 77469
MAIL/SAME
713-342-5092

4041 LUCYLLE ALLEN
1902 OLD COLONY CT
RICHMOND, TX 77469
MAIL/SAME
713-341-0028

70541

RICHMOND, TX 77469
MAIL/SAME

PECAN GROVE ELEMENTARY
3330 OLD SOUTH DR
RICHMOND, TX 77469
P.O. BOX 1004
SUGAR LAND, TX 77487
713-980-1300

4042 JACK NEAL
518 KYLE ST
SUGAR LAND, TX 77478
MAIL/SAME
713-494-2304

17908

JINI NEAL
518 KYLE ST
SUGAR LAND, TX 77478
MAIL/SAME
713-494-2304

17910

SUGAR LAND COMMUNITY CENTER
226 MATLAGE WAY
SUGAR LAND, TX 77478
MAIL/SAME
713-242-2105

3043 JERRY JOHNSON
12402 HUNTINGTON VENTURE
HOUSTON, TX 77099
MAIL/SAME
713-530-1508

82964

MELINDA JOHNSON
12402 HUNTINGTON VENTURE
HOUSTON, TX 77099
MAIL/SAME
713-530-1508

85921

SOUTHWEST CALVARY BAPTIST CHURCH
12910 WEST BELLFORT
HOUSTON, TX 77099
MAIL/SAME
713-933-6340

2044 ARTHUR KENNEDY
5514 SHADYWOOD ST
SUGAR LAND, TX 77479
MAIL/SAME
713-499-5110

40706

CARLENE KENNEDY
5514 SHADYWOOD ST
SUGAR LAND, TX 77479
MAIL/SAME
713-499-5110

40707

A B KENNEDY RESIDENCE
5514 SHADYWOOD ST
SUGAR LAND, TX 77479
MAIL/SAME
713-499-5110

3045 SHERRY ISLAN
14818 EARLSWOOD DR
HOUSTON, TX 77083
MAIL/SAME
713-530-8075

79859

EVA WILLIAMS
16826 LINESHADE LN
SUGAR LAND, TX 77478
MAIL/SAME
713-277-1448

94422

KINGSBRIDGE CHRISTIAN
8727 GAINS RD
SUGAR LAND, TX 77478
MAIL/?
713-933-1431

AS PER ORIGINAL

3046	BETTY TURNBOW 1735 CREEKSIDE DR SUGAR LAND, TX 77478 MAIL/SAME 713-980-6204	90773	CAROLE WOLENSKI 3307 BIG HORN CT SUGAR LAND, TX 77478 MAIL/SAME 713-980-2211	124549	HIGHLANDS ELEMENTARY 2202 COLONIST PARK SUGAR LAND, TX 77478 P.O. BOX 1004 SUGAR LAND, TX 77487 713-980-1300
4047	DOR CHAPUT 3314 LARKWOOD LN SUGAR LAND, TX 77479 MAIL/SAME 713-980-7537	83707	LISA CHAPUT 3314 LARKWOOD LN SUGAR LAND, TX 77479 MAIL/SAME 713-980-7537	83708	FIRST COLONY CHURCH OF CHRIST 3119 SWEETWATER BLVD SUGAR LAND, TX 77479 MAIL/SAME 713-980-7070
3048	BOBBY MILLS 2206 ASHMOY CTL DR MISSOURI CITY, TX 77489 MAIL/SAME 713-499-9095	105707	CINDY VIATOR 2347 RIVER VALLEY DR MISSOURI CITY, TX 77489 MAIL/SAME 713-499-8184	62196	FIRST INTERSTATE BANK 2440 FM 2234 AT COURT RD MISSOURI CITY, TX 77489 6451 OLYMPIA HOUSTON, TX 77057 713-894-7521 BUSINESS ONLY
3049	MONTEEN KEMP 3302 NORTHPARK DR MISSOURI CITY, TX 77459 MAIL/SAME 713-499-4365	12716	BILLIE ALEXANDER 3203 NORTHPARK DR MISSOURI CITY, TX 77459 MAIL/SAME 713-	47960	MEADOWCREEK CLUBHOUSE 2410 LA QUINTA AT CARTWRIGHT MISSOURI CITY, TX 77459 P.O. BOX 1221 MISSOURI CITY, TX 77459 713-499-5323
3050	SAM ANDREWS 1122 PECAN GLEN DR MISSOURI CITY, TX 77489 MAIL/SAME 713-437-9345	92019	PAM ANDREWS 1122 PECAN GLEN DR MISSOURI CITY, TX 77489 MAIL/SAME 713-437-9345	93558	HUNTERS GLEN ELEMENTARY 8295 INDEPENDENCE BLVD MISSOURI CITY, TX 774 P.O. BOX 1004 MISSOURI CITY, TX 713-437-1988
2051	WANDA DAVILA 14514 STONE PARK LN MISSOURI CITY, TX 77489 P.O. BOX 1114 MISSOURI CITY, TX 77489 713-437-8097	30245	GLADYS WADDY 15326 RIDINGWOOD DR MISSOURI CITY, TX 77489 MAIL/SAME 713-438-4628	26403	CHASEWOOD CLUBHOUSE 7622 CHASEWOOD DR MISSOURI CITY, TX 77489 P.O. BOX 1483 MISSOURI CITY, TX 77459 713-438-8251
2052	EVELYN BARNEYT 15507 WILLMORE LN MISSOURI CITY, TX 77489 MAIL/SAME 713-437-2050	30038	JO ANN TATUM 15303 WILLVIEW RD MISSOURI CITY, TX 77489 MAIL/SAME 713-437-5707	24806	PRECINCT 2 MAINTENANCE BLD 16030 BLUE RIDGE RD MISSOURI CITY, TX 77489 P.O. BOX 249 FRESNO, TX 77545 713-431-0555
3053	THOMAS JACKSON, JR 1822 ELDRIDGE RD SUGAR LAND, TX 77478 MAIL/SAME 713-240-0115	44773	CAROLYN JACKSON 1822 ELDRIDGE RD SUGAR LAND, TX 77478 MAIL/SAME 713-240-0115	121572	ST THOMAS AQUINAS CHURCH 12627 WEST BELLFORT SUGAR LAND, TX 77478 MAIL/SAME 713-240-6721
4054	KAT WINGELIN 915 BAKER RD ROSENBERG, TX 77471 RT 2 BOX 148 ROSENBERG, TX 77471 713-342-6315	12950	JINNIE GILLEN 419 PERRY RD ROSENBERG, TX 77471 RT 2 BOX 147 A ROSENBERG, TX 77471 713-	8386	KINGELIN RESIDENCE 915 BAKER RD ROSENBERG, TX 77471 RT 2 BOX 148 ROSENBERG, TX 77471 713-342-6315

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2055	GLORIA VINCENT 6003 SANTA CHRISTI DR HOUSTON, TX 77053 MAIL/SAME 713-437-3729	118149	JOYCE BALLENGER 16718 SONATA CT HOUSTON, TX 77053 MAIL/SAME 713-437-2401	139238	WILLOWRIDGE HIGH SCHOOL 16301 CHIMNEY ROCK HOUSTON, TX 77053 P.O. BOX 1004 SUGAR LAND, TX 77487 713-437-1988
2056	DANIEL GONZALES 5713 MAYWOOD DR HOUSTON, TX 77053 MAIL/SAME 713-437-8623	8566	CECILIA COPSEY 5614 MAYWOOD DR HOUSTON, TX 77053 MAIL/SAME 713-437-8312	34651	MAYFAIR PARK CIVIC CENTER 6006 ARTHINGTON HOUSTON, TX 77053 5614 MAYWOOD DR HOUSTON, TX 77053 NO PHONE
3057	ROSEMARY ISTO 303 BELLA VISTA RICHMOND, TX 77469 MAIL/SAME 713-342-0976	87753	ELIZABETH VOSS 1718 LAGUNA RICHMOND, TX 77469 MAIL/SAME	92238	ISTO RESIDENCE 303 BELLA VISTA RICHMOND, TX 77469 RT 4 BOX 94-KJ RICHMOND, TX 77469 713-342-0976
2058	DOUG SHOAFF 17106 QUAIL GLEN DR MISSOURI CITY, TX 77489 MAIL/SAME 713-438-4738	60367	DERRICK SPENCER 8623 QUAIL BURG LN MISSOURI CITY, TX 77489 MAIL/SAME	133749	CHERYL LEE RESIDENCE 8303 RUNNING BIRD LN MISSOURI CITY, TX 77489 MAIL/SAME 713-437-7481
2059		79265	GLORIA STUBBLEFIELD 8607 ROCKMONT CT MISSOURI CITY, TX 77489 MAIL/SAME 713-438-2388		QUAIL GLEN POOL HOUSE 17230 QUAIL GLEN DR MISSOURI CITY, TX 77489 713-437-9931
3060	JIM HUGHEY 2805 FIR CREST CT STAFFORD, TX 77477 P.O. BOX 608 STAFFORD, TX 77477 713-499-3855	114806	ALEJANDRO ARISMENDEZ 2835 LELIA LN STAFFORD, TX 77477 MAIL/SAME 713-499-2853	96701	FULL GOSPEL FELLOWSHIP CHURCH 910 BRAND LANE STAFFORD, TX 77477 MAIL/SAME 713-499-0551
2061	HELEN HUBENAK 3626 RAMBLE CREEK MISSOURI CITY, TX 77459 MAIL/SAME 713-977-1812	11254	RICHARD PITRE 3611 PECAN RIDGE DR MISSOURI CITY, TX 77459 MAIL/SAME 713-431-0021	79914	YEAKLEY RESIDENCE 6105 MC KEEVER MISSOURI CITY, TX 77459 MAIL/SAME 713-431-1139
4062	JIM PHELPS 2103 GLENH LAKES DR MISSOURI CITY, TX 77459 MAIL/SAME 713-437-5716	30091	SARITA PARKER 3311 BOCA RATON DR MISSOURI CITY, TX 77459 MAIL/SAME 713-	105125	PALMER ELEMENTARY 4208 CORN VALLEY DR MISSOURI CITY, TX 77459 P.O. BOX 1004 SUGAR LAND, TX 77487 713-438-0260
4063	J C WHITTEN 1902 FAWN WAY CT RICHMOND, TX 77469 MAIL/SAME 713-342-0902	79798	KATHLEEN JONES 1715 COBBLESTONE CT RICHMOND, TX 77469 MAIL/SAME 713-342-0133	95095	PITTS RD FIRE STATION 727 PITTS RD RICHMOND, TX 77469 MAIL/SAME 713-232-3653

AS PER ORIGINAL

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4064 SHARON AUST 2926 JENNY DR SUGAR LAND, TX 77479 MAIL/SANE 713980-3475	69521	GAIL STONE 3018 FRONTIER DR SUGAR LAND, TX 77479 MAIL/SANE 713-980-1228	55216	SETTLERS PARK COMMUNITY CENTER 3010 SETTLERS WAY SUGAR LAND, TX 77479 P.O. BOX 720262 HOUSTON, TX 77272 713-980-1986
4065 GLENN BLATT 2731 LAKEFIELD WAY SUGAR LAND, TX 77479 MAIL/SANE 713-980-9043	133569	RENEE BLATT 2731 LAKEFIELD WAY SUGAR LAND, TX 77479 MAIL/SANE 713-980-9043		FIRST COLONY AQUATICS CENTER 4350 AUSTIN PARKWAY SUGAR LAND, TX 77479 MAIL/SANE 713-980-2583
3066 STEVE FITZPATRICK 8004 MEDIO DR HOUSTON, TX 77083 MAIL/SANE 713-933-3005	90636	DELMAR RUSSELL 15238 ENSENADA DR HOUSTON, TX 77083 MAIL/SANE 713-530-2912	89536	MISSION GLEN ELEMENTARY 16053 MISSION GLEN HOUSTON, TX 77083 P.O. BOX 1004 SUGAR LAND, TX 77487 713-980-1300
1067 MANUEL ZAHORA 511 GONYO LN RICHMOND, TX 77469 MAIL/SANE 713-342-4850	43769	MARY SANTANA 503 GONYO LN RICHMOND, TX 77469 MAIL/SANE 713	16028	MANFORD WILLIAMS ELEMENTARY 5111 FM 762 RICHMOND, TX 77469 3911 AVE I ROSENBERG, TX 77471 713-341-3330
2068 SHIRLEY BRENN 11504 DANNHAUS RD NEEDVILLE, TX 77461 MAIL/SANE 409-793-6991	2610	PEGGY RAESNER 13236 KRUEGER RD GUY, TX 77444 RT 1 BOX 9 GUY, TX 77444 409-793-6869	20240	KOLAR'S COUNTRY CORRAL 14002 HAREK LN GUY, TX 77444 P.O. BOX 313 GUY, TX 77444 409-793-4395
ABS 1 CARLENE KENNEDY				COUNTY CLERK'S OFFICE ROOM 100
ABS 2 MONTEEN KEMP				MISSOURI CITY COMMUNITY CENTER

AS PER ORIGINAL

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12. CONSIDER APPROVING AN AMENDED PLAT FOR RIVERCREST, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve amended plat for Rivercrest, Pct. 4 as requested by Jimmy Pappas.

13. CONSIDER RELEASING BONDS FOR RIVERWOOD VILLAGE, SEC. 2 & 3, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to release bonds for Riverwood Village, Sec. 2 & 3, Pct. 1. (Recorded in minutes in full)

14. CONSIDER RELEASING LETTER OF CREDIT FOR TIERRA GRANDE, SEC. 3, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to release letter of credit 1988-06 for Tierra Grande, Sec. 3, Pct. 2. (Recorded in minutes in full)

15. CONSIDER ACCEPTING PERFORMANCE BOND FROM J.O.B. OPERATING CO. FOR WORK PERFORMED IN PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept performance bond from J.O.B. Operating Co. in the amount of \$2,000 for work performed in Pct.3. (Recorded in minutes in full)

16. CONSIDER APPROVAL OF DESIGN OPTION FOR LANDFILL GAS MANAGEMENT SYSTEM:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept Option #4 for Landfill Gas Management System. (Recorded in minutes in full)

17. CONSIDER RAISING FEES AT LANDFILL, AND CONSIDER PAYMENT OF ADDITIONAL COSTS INCURRED BY LAIDLAW WASTE SYSTEMS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize raising fees from \$4.10 per cubic yd. to \$4.40 per cubic yd. effective 12-1-89 as requested by Laidlaw Waste Systems, Inc. (Recorded in minutes in full)

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize County Engineer & District Attorney-Civil Division to draft an amendment to current contract with Laidlaw regarding permit #1554 (\$95,000), #1048 (\$71,108.37) and 5 vent wells (\$11,919.88). Amendment to be submitted to court for review and approval.

18. 10:00 A.M.-HOLD PUBLIC HEARING TO CONSIDER INSTALLING TRAFFIC CONTROL DEVICES AT HIGHLANDS ELEMENTARY SCHOOL, PCT. 4, AND CONSIDER ACTION:

Commissioner Lutts presented petition with 300 signatures requesting stop signs.

Carol Lutano, Joann Spitzengel, Denise Marques, Ann Coffen, parents representing Highland Elementary and Officer Bronikowski, representing Fort Bend County Sheriff's Dept., spoke on behalf of traffic control devices.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve installation of stop signs and warning signs along William Trace Blvd. and Edgewater Dr. in front of Highlands Elementary. (Recorded in minutes in full)



LAIDLAW WASTE SYSTEMS INC.

October 20, 1989

Honorable Judge Jodie E. Stavino
Fort Bend County Judge and Commissioners Court
Fort Bend County Courthouse
Richmond, Texas 77469

SUBJECT: Fort Bend County Landfill Proposed Rate Increase

Gentlemen:

On October 23, 1989, I will come before you to request your consideration in granting a Landfill rate increase. As per section 11.00, paragraph (f) of the contract the dumping fee may renegotiated every six months at minimum, with a five (5%) percent increase annually, in addition to any renegotiation done on a six months basis. Our last rate increase became effective on December 1, 1987. The rate has not been renegotiated since that time.

However, during this same period we have continued to experience straight across the board price index increases as well as increases in costs to operate as a result of new regulations and improvements to the quality of operation on a day to day basis. Therefore at this time, we are requesting a 7% increase in our gate rate, to \$4.40 per cubic yard. If granted, this increase will offset to some degree the increasing costs of operations under current and future regulations, and at the same time will serve to increase revenue to Fort Bend County.

In addition, we would request that the increase not become effective until December 1, 1989, giving ample time for those using the landfill services to prepare for the change. As always gentlemen, you may feel assured that the landfill staff will make every effort to present and implement this needed increase in the most favorable and effective manner possible.

Sincerely,

LAIDLAW WASTE SYSTEMS, INC.

A handwritten signature in cursive script, reading "Jeanne L. Kaiser".

Jeanne L. Kaiser
Landfill Division Manager

JLK:ch

P.O. BOX 143, ROSENBERG, TEXAS 77471 (713) 342-1288

COUNTY OF FORT BEND

Engineering Department

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

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

3403 Avenue F
Phone: 342-3039

October 19, 1989

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

Re: Release "Bonds" - Riverwood Village, Sections 2 & 3

Dear Ms. Wilson:

In December, 1985, Commissioners' Court ordered that Riverwood Village, Sections 2 & 3 be abandoned. On April 3, 1989, Commissioners' Court accepted Riverwood Drive (west 331 feet) and Rawson Street (265 feet) into the County Maintenance System. There will be no additional work within these two (2) Sections. Please release these "Bonds" accordingly.

Thank you for your cooperation.

Sincerely,



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

RDD/mk

attachment

cc: file



FORT BEND COUNTY CLERK

DIANNE WILSON
COUNTY CLERK

AS PER ORIGINAL

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Departments:

Courts

(713) 341-8660

Recording/Vital Statistic

(713) 341-8653

Elections/Voter Registration

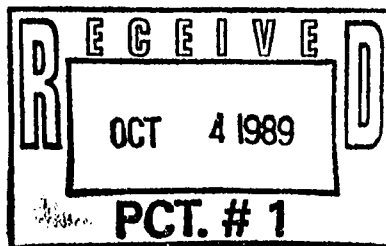
(713) 341-8670

Micrographics

(713) 341-8683

September 28, 1989

Honorable R. L. "Bud" O'Shieles
Commissioner Precinct #1
Fort Bend County, Texas



Dear Sir:

In December, 1985, the Fort Bend County Commissioner's Court ordered that Riverwood Village Section 2 and 3 be cancelled. However, the Bonds for these subdivisions were not released. If they need to be released, please have the County Engineer petition the Court to have them released. Copies enclosed.

Sincerely,
Dianne Wilson
Fort Bend County Clerk

Jane Maines
by

Jane Maines
Division Supervisor for Real Property

DW/jm

COMPARED

AS PER ORIGINAL

300 72483

RECORDED

BOND

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THAT RICHWOOD DEVELOPMENT COMPANY
of Harris County, Texas, hereinafter called the Principal, and
Royal Indemnity Company
a Corporation existing under and by virtue of the laws of the State
of Texas and authorized to do an indemnifying
business in the State of Texas, and whose principal office is located
in the City of Houston, State of Texas
whose officer residing in the State of Texas, Authorized to accept
service in all suits and actions brought within said State is
Jess Harvey, residing in the City of Houston
hereinafter called the Surety, are held and firmly
bound unto, Jodie E. Stavinoah County Judge of Fort Bend
County, Texas, in the full sum of Sixty-Four Thousand and No/100
Dollars (\$ 64,000.00) current,
lawful money of the United States of America, to be paid to
Jodie E. Stavinoah, 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):

Riverwood Village, Section Two (2)

located in Fort Bend County, Texas, as per Volume(s) 74
Page(s) 91, 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 proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

Power of Attorney

No. 15053 0040

KNOW ALL MEN BY THESE PRESENTS: That the ROYAL INDEMNITY COMPANY, a Corporation organized and existing under and by virtue of the laws of the State of DELAWARE, pursuant to Article V, Section 1 of the By-Laws of said Company, an extract from which is hereunto attached, does hereby nominate, constitute and appoint

JAMES E. HUDDLESTON

of HOUSTON, in the State of TEXAS its true and lawful attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, the penal sum of no one of which is in any event, to exceed ONE HUNDRED THOUSAND - - - - - (\$ 100,000.) Dollars.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

IN WITNESS WHEREOF, the ROYAL INDEMNITY COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 9 day of June, 19 81.

Attest: ELEANOR CHRISTIANSEN
Assistant Secretary

By G. J. DYKHOUSE
Vice President

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK

ELEANOR CHRISTIANSEN, being duly sworn, deposes and says:

That ^She is an Assistant Secretary of the ROYAL INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that ^She knows the corporate seal of the said corporation; that the seal affixed to the aforementioned instrument is the corporate seal of the said Company and was affixed thereto by order and authority of the Board of Directors of the said Company, that ^She signed her name thereto by like order and authority; that ^She is acquainted with G. J. DYKHOUSE and knows him to be the Vice President of the said Company; that the signature subscribed to the said instrument is in the handwriting of the said G. J. DYKHOUSE and was subscribed thereto by order and authority of the said Board of Directors and ^She further states that the following is a true copy of an extract from the By-Laws of said Company, and that the By-Laws are now in full force and effect:

"The President, any Vice President, or any other Officer designated by the Board of Directors, shall have power and authority to appoint Resident Vice Presidents, Resident Secretaries, Resident Assistant Secretaries, and Attorneys-in-fact, and to give such appointees full power and authority to sign and to seal with the Company's seal, where required, all policies, bonds, recognizances, stipulations and all underwriting undertakings, and he may at any time in his judgment remove any such appointees and revoke any authority given to them."

Sworn to before me this 9 day of June, 19 81.
ELEANOR CHRISTIANSEN
Assistant Secretary

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK

ROY F. MONSON
NOTARY PUBLIC, State of New York
No. 31-4722718
Qualified in New York County
Certificate filed with N. Y. Co. Clerk
Commission Expires March 30, 1982

I, ELEANOR CHRISTIANSEN, Assistant Secretary of the ROYAL INDEMNITY COMPANY, a corporation of the State of DELAWARE, do hereby certify that the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of New York, this 1st day of July, 19 81.

Eleanor Christiansen
Assistant Secretary

RECORDED

In the event of suit hereunder, such suit shall be brought in Fort Bend County, Texas

Executed this 15th day of July, 1981.

ATTEST:

RICHWOOD DEVELOPMENT COMPANY

(seal) Carolyn H. Messner
Secretary

Gary J. Hannon
Principal - Gary J. Hannon, Vice-President

By: _____

ROYAL INDEMNITY COMPANY
Surety

James E. Hubbard
ATTORNEY IN FACT

APPROVED this _____ day of _____ 19 _____.

County Judge

APPROVED as to Form
for Fort Bend County.

William B. Meitzner
District Attorney

FILED FOR RECORD
AT 10:30 O'CLOCK A M

AUG 24 1981

Pearl Ellett
COUNTY CLERK, FORT BEND COUNTY, TEX.

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



AUG 25 1981

Pearl Ellett
County Clerk, Fort Bend Co., Tex.

RECORDED

BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THAT RICHWOOD DEVELOPMENT COMPANY
of Harris County, Texas, hereinafter called the Principal, and
Royal Indemnity Company
a Corporation existing under and by virtue of the laws of the State
of Texas and authorized to do an indemnifying
business in the State of Texas, and whose principal office is located
in the City of Houston, State of Texas
whose officer residing in the State of Texas, Authorized to accept
service in all suits and actions brought within said State is
Jess Harvey, residing in the City of Houston
hereinafter called the Surety, are held and firmly
bound unto, Jodie E. Stavinoah County Judge of Fort Bend
County, Texas, in the full sum of Thirty-Two Thousand and No/100-----
-----Dollars (\$32,000.00) current,
lawful money of the United States of America, to be paid to
Jodie E. Stavinoah, 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):

Riverwood Village, Section Three (3)

located in Fort Bend County, Texas, as per Volume(s) 74
Page(s) 91, 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.

AS PER ORIGINAL

RECORDED

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 proper care and repair from completion of the roads or streets and approval thereof by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

AS PER ORIGINAL

In the event of suit hereunder, such suit shall be brought
in Fort Bend County, Texas

Executed this 1ST day of July, 1981.

ATTEST:

RICHWOOD DEVELOPMENT COMPANY

Carolyn H. Hannon
Secretary

Gary J. Hannon
Principal - Gary J. Hannon, Vice-President

By: _____

ROYAL INDEMNITY COMPANY

Surety

James E. Huddleston
ATTORNEY IN FACT

APPROVED this _____ day of
_____, 19____.

County Judge

APPROVED as to Form
for Fort Bend County.

William R. Melton
District Attorney

Power of Attorney

No. 113158

KNOW ALL MEN BY THESE PRESENTS: That the ROYAL INDEMNITY COMPANY
a Corporation organized and existing under and by virtue of the
laws of the State of DELAWARE, pursuant to Article V, Section 1 of the By-
Laws of said Company, an extract from which is hereunto attached, does hereby nominate, constitute
and appoint

JAMES E. HUDDLESTON

of HOUSTON, in the State of TEXAS
its true and lawful attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as
surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and
written obligations in the nature thereof, the penal sum of no one of which is in any event, to exceed
ONE HUNDRED THOUSAND - - - - - (\$ 100,000.) Dollars.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be
binding upon the said Company as fully and to the same extent as if such bonds and undertakings were
signed by the President and Secretary of the Company and sealed with its corporate seal.

IN WITNESS WHEREOF, the ROYAL INDEMNITY COMPANY
has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly
authorized officers this 9 day of June, 19 81.

Attest: ELEANOR CHRISTIANSEN
Assistant Secretary

By G. J. DYKHOUSE
Vice President

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK

ELEANOR CHRISTIANSEN, being duly sworn, deposes and says:

That ^She is an Assistant Secretary of the ROYAL INDEMNITY COMPANY,
the corporation described in and which executed the above instrument; that ^She knows the corporate
seal of the said corporation; that the seal affixed to the aforementioned instrument is the corporate seal
of the said Company and was affixed thereto by order and authority of the Board of Directors of the said
Company, that ^She signed her name thereto by like order and authority; that ^She is acquainted with
G. J. DYKHOUSE and knows him to be the Vice President of the said
Company; that the signature subscribed to the said instrument is in the handwriting of the said
G. J. DYKHOUSE and was subscribed thereto by order and authority of
the said Board of Directors and ^She further states that the following is a true copy of an extract from
the By-Laws of said Company, and that the By-Laws are now in full force and effect:

"The President, any Vice President, or any other Officer designated by the Board of Directors, shall have power and
authority to appoint Resident Vice Presidents, Resident Secretaries, Resident Assistant Secretaries, and Attorneys-in-fact,
and to give such appointees full power and authority to sign and to seal with the Company's seal, where required, all policies,
bonds, recognizances, stipulations and all underwriting undertakings, and he may at any time in his judgment remove any such
appointees and revoke any authority given to them."

Sworn to before me this 9 day of June, 19 81.
ELEANOR CHRISTIANSEN Assistant Secretary

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK

ROY F. MONSON
NOTARY PUBLIC, State of New York
No. 31-4722718
Qualified in New York County
Certificate filed with N. Y. Co. Clerk
Commission Expires March 30, 1982

I, ELEANOR CHRISTIANSEN, Assistant
Secretary of the ROYAL INDEMNITY COMPANY,
a corporation of the State of DELAWARE, do hereby certify that the above and foregoing
is a full, true and correct copy of Power of Attorney issued by said Company, and that I have compared
same with the original and that it is a correct transcript therefrom and of the whole of the original and
that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the
City of New York, this 15 day of July, 19 81.

Eleanor Christiansen
Assistant Secretary

COUNTY OF FORT BEND

Engineering Department

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

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

3403 Avenue F
Phone: 342-3039

October 19, 1989

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

Re: Release "Letter of Credit #1988-06" - Tierra Grande, Section 3

Dear Ms. Wilson:

Attached is a copy of Commissioners' Court Minutes dated October 9, 1989, whereby Tierra Grande, Section 3 was accepted into the County Road Maintenance System. Please release this "Letter of Credit" accordingly.

Thank you for your cooperation.

Sincerely,

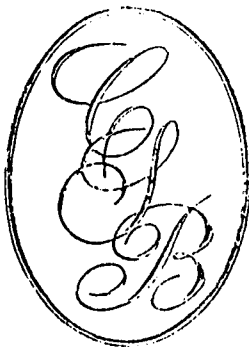


Ronald D. Drachenberg, P.E., R.P.S.
Fort Bend County Engineer

RDD/mk

attachment

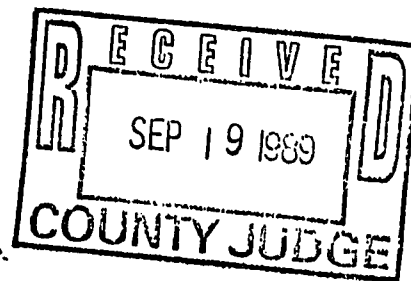
cc: file



Commercial State Bank

Member El Campo Bancshares, Inc. / FDIC

Sierra Grande, Tex.
40 0047



Date: September 18, 1989

For Account of: T-G San Bernard, Ltd.
213 North Richmond
Wharton, Texas 77488

To Beneficiary: Fort Bend County
County Judge Jodie Stavinoha
or his successors in office
Richmond, Texas 77469

Expiration Date: November 20, 1989

Gentlemen:

We hereby renew and extend Letter of Credit No. 1988-06 which was previously dated July 21, 1988 for the account of T-G San Bernard, Ltd. This letter of credit may be drawn upon up to an aggregate amount of United States Dollars of (\$49,000.00) available by your draft drawn at sight by presenting it to Commercial State Bank. All drafts must be marked "Drawn under Commercial State Bank Letter of Credit No. 1988-06" and include a written statement as to why the drafts were drawn and that T-G San Bernard, Ltd. has failed to build and/or maintain roads within T-G San Bernard, Ltd. Development to standards as required by County Ordinance.

This Letter of Credit will automatically expire on November 20, 1989 at 2:00 pm Central Standard Time. This letter of credit will be returned by you to us forthwith on its expiration.

We hereby agree with you that demands in compliance with the terms of this Letter of Credit shall be honored on due presentation.

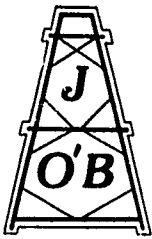
This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication No. 400.

Sincerely,

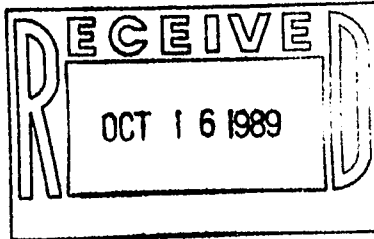
Eddie L. Pool, Jr.
Senior Vice President

ELP/mq

CERTIFIED MAIL NO. P 671 667 01
RETURN RECEIPT REQUESTED



**OPERATING
COMPANY**



40

15
0048

October 11, 1989

County of Fort Bend
Engineering Department
P. O. Box 1449
Rosenberg, TX 77471

Attention: Mr. Ron D. Drachenberg, P.E., R.P.S.

RE: B. M. Robinson #1
Fulshear Field
Fort Bend Co., TX

Dear Mr. Drachenberg:

Please find enclosed a fully executed performance bond as required by Fort Bend County, Texas.

If you have any questions regarding this bond, please don't hesitate to call me.

Very truly yours,

Roger M. Barnes
Roger M. Barnes
Vice President of Operations

RMB:ss
Enclosure

MAILING ADDRESS: P.O. BOX 5928, SHREVEPORT, LA 71135-5928 / TELEPHONE: (318) 869-2551

8954839

40

0049 #15

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

Bond # 30273427

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we J-O'B Operating Company
as principal and Fidelity & Casualty Co. of
Maryland as surety, are held and firmly bond unto FORT BEND
COUNTY a body corporate and politic under the laws of the State of Texas, in
the penal sum of Two Thousand
DOLLARS (\$2,000.00) law full currency of the United States of America,
for the payment of which, well and truly to be made, we do hereby bind
ourselves, our heirs executors, administrators and successors, jointly and
severally and firmly by these presents:

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

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

NOW THEREFORE, if the above bounden principal shall faithfully perform
all its cable, conduit and/or pole line activity (including, but not limited
to, the laying construction, maintainence and/or repair of cables, conduits
and/or pole lines) in, under, across and/or along roads, streets and highways
in the County of Fort Bend and State of Texas, under the jurisdiction of the
Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance
with the minimum requirements and conditions of the above mentioned
Commissioners Court order set forth and specified to be by said principal done
and performed, at the time and in the manner therein specified, and shall pay
over and make good and reimburse Fort Bend County, all loss and damages which
Fort Bend County may sustain by reason of any failure or on the part of said
principal, then this obligation shall be null and void, otherwise to remain in
full force and effect.

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

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

EXECUTED this 10th, day of October, 19 89.

J-O'B Operating Company
PRINCIPAL

BY: Randle R. Hodges
Chief Financial Officer

Fidelity & Casualty Co. of Maryland
SURETY

BY: Robert C. Peterson, Attorney-in-Fact

AS PER ORIGINAL

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Keith D. Peterson, Jr., Robert C. Peterson and C. P. Herrington, Jr., all of Shreveport, Louisiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Keith D. Peterson, etal, dated, October 19, 1987.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of October, A.D. 1987

ATTEST:



FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. W. Robbins
 Assistant Secretary

By

C. M. Pecot, Jr.
 Vice-President

STATE OF MARYLAND
 CITY OF BALTIMORE

ss:

On this 30th day of October, A.D. 19 87, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, 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, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Bay P. Faler
 Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 10th day of October, 1989.

056-4768

Christopher T. Maddox
 Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, . . . and to affix the seal of the Company thereto."

FILED

'89 OCT 31 A10:10

Hanne Nelson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY OF FORT BEND

LETTER OF TRANSMITTAL

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-2863

#16

DATE	9-26-89	JOB NO.	40 0052
ATTENTION			
RE:			

TO COMMISSIONER'S COURT

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

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

COPIES	DATE	NO.	DESCRIPTION
1			Landfill Gas Header Evaluation (Attached)
1			Landfill Gas System Monitoring Data (Previously Delivered)

THESE ARE TRANSMITTED as checked below:

- | | | |
|------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit ____ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit ____ copies for distribution |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints |
| <input checked="" type="checkbox"/> For review and comment | <input type="checkbox"/> _____ | |
- ☐ FOR BIDS DUE _____ 19____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO _____

SIGNED: Ronald Quinlan

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



Waste Energy Technology, Inc.

822 Main St. • Suite 4
Rapid City, SD 57701

September 18, 1989

Mr. Ron Drachenberg
County of Fort Bend
3403 Avenue F
P. O. Box 1449
Rosenberg, TX 77471

Re: Landfill Gas Management System
Header Evaluation
Fort Bend County Landfill

Dear Ron:

As per Task One of our expanded proposal, Waste Energy Technology, Inc. has evaluated the existing and future landfill gas collection header sizing requirements for the Fort Bend County Landfill Gas Management System. The evaluation is based on site specific information obtained during the July 1989 system operation testing period. Although physical constraints of the existing header system, such as undersized and/or crushed pipe, did not allow direct measurement of landfill gas quantity and quality under a full gas control situation, the data obtained has been extrapolated to provide design parameters for well spacing and estimated gas flows.

Due to the header system physical constraints described above, the existing wells have not been completely optimized for landfill gas control. However, onsite testing of wells G2 through G6 has shown the 250 feet well spacing does effect the perimeter probes. Once the upsized gas collection header is in place, all the existing wells can be brought online concurrently, and tuned for optimum gas control. If offsite gas migration continues to occur, additional wells will be required to augment the existing wells. In order for the main collection header to meet the gas volume demands of future wells and future landfill expansion areas, header sizing for the existing wells has been broken down into four options. Within these options, the header piping has been sized to minimize pressure drop, minimize gas condensate transport, and provide for flaring or recovery of the gas at one central location near well G6.

TEL (605) 348-2215 • FAX (605) 348-1083

Ft. Walton Beach, FL • Rapid City, SD • Columbia, KY

The options are as follows:

- OPTION 1: EXISTING WELLS
- OPTION 2: INTERMEDIATE WELLS
- OPTION 3: ENTIRE EXISTING LANDFILL 1048 AND 1554
- OPTION 4: LANDFILL EXPANSION AREA 1554A

These header sizing options are described in detail below and an associated cost summary is presented in Table 1. a detailed cost breakdown for each option is included in Exhibit A.

TABLE 1

Cost Summary of Options 1 thru 4

	Option 1	Option 2	Option 3	Option 4
Header Collection System	\$121,602	\$139,604	\$146,641	\$162,914
Blower/Flare Station	\$110,000	\$120,000	\$130,000	\$146,000
Total Option Cost	<u>\$231,602</u>	<u>\$259,604</u>	<u>\$276,641</u>	<u>\$308,914</u>

OPTION 1: EXISTING WELLS

Option 1 is the minimum system modification recommended and assumes the existing gas extraction wells as located and constructed will be sufficient for control of landfill gas at this site. Due to existing field constraints, this assumption has not been field proven, and the Option 1 header system does not allow for the addition of interior wells to augment the present control system design.

Option 1 piping consists of sizing the landfill gas collection header to transport gas from the existing wells, G1 - G12, G14 - G19, and add on existing wells G13, and G20 - G23 to the flare location. The north leg of the system, wells G5 - G1, and G19 - G14, will require 4" header from well G14 to G18, and 6" header from well G18 to G6. The existing south leg of the system, wells G6 - G12, is marginal with the existing 4" and when wells G13, and G20 - G23 are brought on line, the header will need to be up sized to carry the additional gas flow. This up size will require 4" header from well G23 to G12, and 6" header from well G12 to G6. Option 1 will provide an estimated landfill gas flow of approximately 400 CFM and will require a 5 foot diameter by 40 foot tall enclosed flare.

Waste Energy Technology, Inc.

Mr. Ron Drachenberg
County of Fort Bend
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September 18, 1989

OPTION 2: INTERMEDIATE WELLS

Option 2 consists of sizing the landfill gas collection header to transport gas from the existing gas extraction wells as stated in Option 1 and provides for the system expansion of one intermediate row of wells, located inside the existing line of wells, to augment gas control.

This option will require header sizing as follows: The north leg of the system will require 4" header from well G14 to near probe P39, 6" header from probe P39 to well G19, and 8" header from well G19 to well G6. The south leg of the system will require 4" header from well G23 to G21, 6" header from well G21 to G12, and 8" header from well G12 to G6. Depending on the five feet of additional fill currently being placed on top of landfill area 1048, this option may also be accomplished by leaving wells G9 - G12 on the existing 4" header, and routing the new 6" header from well G13 to near well G8, and then running 8" header from this junction to well G6. The gas flow from Option 2 is estimated to be approximately 1200 CFM, and will require a 6.5 foot diameter by 40 foot tall enclosed flare.

OPTION 3: ENTIRE EXISTING LANDFILL 1048 AND 15⁵4

Option 3 consists of sizing the landfill gas collection header to transport the gas from the existing wells and all future interior wells of the landfill areas 1048 and 1554, and the end wells for Cells 1 and 2 of 1554A.

This option will require the same header for the south leg of the system as Option 2. The north leg will require the 8" header of Option 2 be upsized as follows: 8" header from well G19 to probe P16, and 10" header from probe P16 to well G6. The gas flow from Option 3 is estimated to be approximately 1700 CFM and will require an 8 foot diameter by 40 foot tall enclosed flare.

OPTION 4: LANDFILL EXPANSION AREA 1554A.

Option 4 is a forward looking plan, and it is directly contingent on the permitting of 1554A. The header sizing of Option 4 will carry the gas flow from areas 1048, 1554, and the entire area of 1554A to one location for flaring or gas recovery.

This option will require the same size of header as Option 2, but will up size the north leg 8" header of Option 2 as follows: 14" header from well G19 to well G2, and 16" header from well G2 to well G6. The gas flow from Option 4 is estimated to be approximately 3300 CFM and will require a 10 foot diameter by 40 foot tall enclosed flare.

Waste Energy Technology, Inc.

Mr. Ron Drachenberg
County of Fort Bend
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September 18, 1989

RECOMMENDATIONS:

In evaluating the above options and making a recommendation, consideration must be given to the potential system expansion required for gas control, current capital expenditure, and current capital expenditure to offset future overall costs. With this in mind, Option 3 is recommended as the minimum system installation due to the strong possibility of addition gas control wells being required, and flexibility in system expansion it lends to the site at a lower incremental cost.

If Option 3 is installed and only a portion of the intermediate and/or interior wells of areas 1048 and 1554 are required for gas control, and/or landfill gas volumes are lower than expected, this offset in gas volume in the 8" and 10" header can be utilized to expand gas control into a portion of the 80-acre landfill expansion area 1554A. However, if gas recovery becomes part of system operation, you would want to expand gas extraction to the entire existing landfill areas 1048 and 1554.

The enclosed flare costs in Table 1, range from \$65,000 to \$95,000, for flows of 400 CFM to 3300 CFM, respectively. The benefits of the enclosed flare are no visible flame, the ability to provide for air and flare temperature control, and provisions for sampling stack air emissions. For each option an appropriately sized flare has been selected to meet the estimated landfill gas flows and associated heat released. Each flare has an operational turn down ratio of 10:1 and therefore has the capability to operate at incremental flows up to its rated capacity. For example, flare Option 4 has the capability to be operated in incremental stages for the gas flows covered in Options 1, 2, 3, and 4. The benefit of constructing a larger flare, will save the cost of construction of a second flare to meet future gas flows.

Currently, the Texas Department of Health does not require any air emission standards, and disposal of the landfill gas could be accomplished with a utility style flare similar to the temporary unit onsite, but with flame out and relight controls. However, there would be a visible flame and flame size would increase as gas flows increase. The comparative cost for a utility flare would be \$20,000 to \$25,000, for flows of 400 CFM to 3300 CFM, respectively.

Waste Energy Technology, Inc.

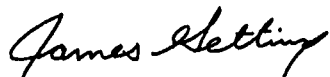
Mr. Ron Drachenberg
County of Fort Bend
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September 18, 1989

SUMMARY:

Several scenarios of project options with associated costs and benefits have been presented above. If you have any comments, questions, or would like to discuss further, please call. Please advise as to the option or combination of options the County of Fort Bend wishes to pursue.

Sincerely,

Waste Energy Technology, Inc.



James A. Getting, P.E.
Director of Engineering



Bruce A. Jensen
Environmental Engineer

BAJ
J062\03.DOC

enc: Exhibit A

cc: Mike Rodgers, WET
File

Waste Energy Technology, Inc.

Mr. Ron Drachenberg
County of Fort Bend
Page 6
September 18, 1989

EXHIBIT A

Landfill Gas Management System
Fort Bend County Landfill

Option 1 Cost Estimate

HEADER CONSTRUCTION

HEADER DESIGN

LABOR

Senior Environmental Engineer	4 hrs.@ \$ 75.00/hr.	\$300
Environmental Engineer-Design	56 hrs.@ \$ 45.00/hr.	2,520
Draftsman	24 hrs.@ \$ 35.00/hr.	840
Clerical	8 hrs.@ \$ 25.00/hr.	200

EXPENSES

Reproduction		200
Shipping		50
Telephone		100

SUBTOTAL		<u>\$4,210</u>
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HEADER CONSTRUCTION MANAGEMENT

LABOR

Environmental Engineer-Field	113 hrs.@ \$ 45.00/hr.	5,070
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EXPENSES

Airfare	3 trip @ 800.00/ea	2,400
Subsistence	10 days @ 75.00/day	750
Vehicle	10 days @ 60.00/day	600

SUBTOTAL		<u>\$8,820</u>
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HEADER CONSTRUCTION COORDINATION

LABOR

Mobilization		4,400
2 Man Survey Crew with Equip.	40 hrs.@ \$ 70.00/hr.	2,831
3 Man Construction Crew with Equip.*	270 hrs.@ \$ 135.00/hr.	36,477

SUBTOTAL		<u>\$43,708</u>
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Waste Energy Technology, Inc.

Mr. Ron Drachenberg
County of Fort Bend
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EXHIBIT A

Landfill Gas Management System
Fort Bend County Landfill

Option 1 Cost Estimate

HEADER CONSTRUCTION RECORD DOCUMENTATION

LABOR			
Senior Environmental Engineer	4 hrs.@	\$ 75.00/hr.	304
Environmental Engineer	32 hrs.@	\$ 45.00/hr.	1,450
Draftsman	34 hrs.@	\$ 35.00/hr.	1,198
Clerical	8 hrs.@	\$ 25.00/hr.	200
EXPENSES			
Reproduction			200
Shipping			50
Telephone			100

SUBTOTAL \$3,502

FORT BEND COUNTY LABOR			
2 Man Construction Crew with Equip.	224 hrs.@	\$ 150.00/hr.	\$33,630

MATERIALS

HDPE PIPE AND FITTINGS

North Leg			
4" Pipe G14 to G18	1046 FT @	\$ 2.00/FT.	EXISTING
6" Pipe G18 to G6	1743 FT @	\$ 4.50/FT.	7,844
4" Dripleg	5 ea @	\$ 300.00/ea.	1,500

South Leg			
4" Pipe G23 to G21	401 FT @	\$ 2.00/FT.	EXISTING
4" Pipe G21 to G12	950 FT @	\$ 2.00/FT.	1,900
6" Pipe G12 to G6	1362 FT @	\$ 4.50/FT.	6,129
4" Dripleg	5 ea @	\$ 300.00/ea.	1,500

SELECT BACKFILL

Pipe Bedding	4055 FT @	\$ 2.00/FT.	8,110
Dripleg Sump	10 ea. x 5 cy/ea	50 CY @ \$ 15.00/CY.	750

SUBTOTAL \$27,733

Total Estimated Header Construction Cost \$121,602

Waste Energy Technology, Inc.

Landfill Gas Management System
Fort Bend County Landfill

Option 1 Cost Estimate

BLOWER/FLARE STATION CONSTRUCTION

400 SCFM Max Flow ENCLOSED FLARE 5' Dia x 40' High; 8" Inlet with Controls	65,000
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CENTRIFUGAL BLOWER 15 HP, 400 SCFM, 30 "wc Static Pressure	5,000
Additional Standby Blower	5,000

LABOR/INSTALLATION Onsite Construction and Electrical	35,000
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Total Estimated Flare Station Cost	<u>\$110,000</u>
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Total Estimated Option 1 Cost	<u>=====</u> \$231,602
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* 3 man crew with pickup, 4" thru 8" HDPE pipe fusion machine,
laser level for trench control, and own hand tools.
Time is based on 40 hrs/week minimum and 6 days per week maximum.

Waste Energy Technology, Inc.

Mr. Ron Drachenberg
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40 0061

EXHIBIT A

Landfill Gas Management System
Fort Bend County Landfill

Option 2 Cost Estimate

HEADER CONSTRUCTION

HEADER DESIGN

LABOR			
Senior Environmental Engineer	4 hrs.@ \$	75.00/hr.	\$300
Environmental Engineer-Design	56 hrs.@ \$	45.00/hr.	2,520
Draftsman	24 hrs.@ \$	35.00/hr.	840
Clerical	8 hrs.@ \$	25.00/hr.	200

EXPENSES			
Reproduction			200
Shipping			50
Telephone			100

SUBTOTAL			<u>\$4,210</u>
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HEADER CONSTRUCTION MANAGEMENT

LABOR			
Environmental Engineer-Field	117 hrs.@ \$	45.00/hr.	5,271

EXPENSES			
Airfare	3 trip @	800.00/ea	2,400
Subsistence	11 days @	75.00/day	825
Vehicle	11 days @	60.00/day	660

SUBTOTAL			<u>\$9,156</u>
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HEADER CONSTRUCTION COORDINATION

LABOR			
Mobilization			4,400
2 Man Survey Crew with Equip.	43 hrs.@ \$	70.00/hr.	3,040
3 Man Construction Crew with Equip.*	285 hrs.@ \$	135.00/hr.	38,491

SUBTOTAL			<u>\$45,931</u>
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Waste Energy Technology, Inc.

Mr. Ron Drachenberg
County of Fort Bend
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EXHIBIT A

Landfill Gas Management System
Fort Bend County Landfill

Option 2 Cost Estimate

HEADER CONSTRUCTION RECORD DOCUMENTATION

LABOR

Senior Environmental Engineer	4 hrs.@ \$	75.00/hr.	332
Environmental Engineer	34 hrs.@ \$	45.00/hr.	1,517
Draftsman	36 hrs.@ \$	35.00/hr.	1,250
Clerical	10 hrs.@ \$	25.00/hr.	250

EXPENSES

Reproduction	200
Shipping	50
Telephone	100

SUBTOTAL	\$3,699
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FORT BEND COUNTY LABOR

2 Man Construction Crew with Equip.	239 hrs.@ \$	150.00/hr.	\$35,868
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MATERIALS

HDPE PIPE AND FITTINGS

North Leg

4" Pipe	G14 to P39	673 FT @ \$	2.00/FT.	EXISTING
6" Pipe	P39 to G19	742 FT @ \$	4.50/FT.	3,339
8" Pipe	G19 to G6	1374 FT @ \$	7.50/FT.	10,305
4" Dripleg		5 ea @ \$	300.00/ea.	1,500

South Leg

4" Pipe	G23 to G21	401 FT @ \$	2.00/FT.	EXISTING
6" Pipe	G21 to G12	950 FT @ \$	4.50/FT.	4,275
8" Pipe	G12 to G6	1362 FT @ \$	7.50/FT.	10,215
4" Dripleg		5 ea @ \$	300.00/ea.	1,500

SELECT BACKFILL

Pipe Bedding		4428 FT @ \$	2.00/FT.	8,856
Dripleg Sump	10 ea. x 5 cy/ea	50 CY @ \$	15.00/CY.	750

SUBTOTAL	\$40,740
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Total Estimated Header Construction Cost

\$139,604

Waste Energy Technology, Inc.

Mr. Ron Drachenberg
County of Fort Bend
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40 0063

EXHIBIT A

Landfill Gas Management System
Fort Bend County Landfill

Option 2 Cost Estimate

BLOWER/FLARE STATION CONSTRUCTION

1200 SCFM Max Flow ENCLOSED FLARE 6.5' Dia x 40' High; 8" Inlet with Controls	75,000
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CENTRIFUGAL BLOWER 15 HP, 1200 SCFM, 30 "wc Static Pressure Additional Standby Blower	5,000 5,000
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LABOR/INSTALLATION Onsite Construction and Electrical	35,000
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Total Estimated Flare Station Cost	<u>\$120,000</u>
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Total Estimated Option 2 Cost	<u>-----</u> \$259,604
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* 3 man crew with pickup, 4" thru 8" HDPE pipe fusion machine,
laser level for trench control, and own hand tools.
Time is based on 40 hrs/week minimum and 6 days per week maximum.

Waste Energy Technology, Inc.

Landfill Gas Management System
Fort Bend County Landfill

Option 3 Cost Estimate

HEADER CONSTRUCTION

HEADER DESIGN

LABOR			
Senior Environmental Engineer	4 hrs.@ \$	75.00/hr.	\$300
Environmental Engineer-Design	56 hrs.@ \$	45.00/hr.	2,520
Draftsman	24 hrs.@ \$	35.00/hr.	840
Clerical	8 hrs.@ \$	25.00/hr.	200

EXPENSES			
Reproduction			200
Shipping			50
Telephone			100

SUBTOTAL			<u>\$4,210</u>
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HEADER CONSTRUCTION MANAGEMENT

LABOR			
Environmental Engineer-Field	117 hrs.@ \$	45.00/hr.	5,272

EXPENSES			
Airfare	3 trip @	800.00/ea	2,400
Subsistence	11 days @	75.00/day	825
Vehicle	11 days @	60.00/day	660

SUBTOTAL			<u>\$9,157</u>
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HEADER CONSTRUCTION COORDINATION

LABOR			
Mobilization			4,400
2 Man Survey Crew with Equip.	43 hrs.@ \$	70.00/hr.	3,040
3 Man Construction Crew with Equip.*	291 hrs.@ \$	145.00/hr.	42,149

SUBTOTAL			<u>\$49,590</u>
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Mr. Ron Drachenberg
County of Fort Bend
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September 18, 1989

EXHIBIT A

Landfill Gas Management System
Fort Bend County Landfill

Option 3 Cost Estimate

HEADER CONSTRUCTION RECORD DOCUMENTATION

LABOR			
Senior Environmental Engineer	4 hrs.@	\$ 75.00/hr.	332
Environmental Engineer	34 hrs.@	\$ 45.00/hr.	1,517
Draftsman	36 hrs.@	\$ 35.00/hr.	1,250
Clerical	10 hrs.@	\$ 25.00/hr.	250
EXPENSES			
Reproduction			200
Shipping			50
Telephone			100
SUBTOTAL			<u>\$3,699</u>

FORT BEND COUNTY LABOR			
2 Man Construction Crew with Equip.	245 hrs.@	\$ 150.00/hr.	\$36,703

MATERIALS

HDPE PIPE AND FITTINGS

North Leg			
4" Pipe G14 to P39	673 FT @	\$ 2.00/FT.	EXISTING
6" Pipe P39 to G19	742 FT @	\$ 4.50/FT.	3,339
8" Pipe G19 to P16	362 FT @	\$ 7.50/FT.	2,715
10" Pipe P16 to G6	1013 FT @	\$ 10.00/FT.	10,130
4" Dripleg	5 ea @	\$ 300.00/ea.	1,500
South Leg			
4" Pipe G23 to G21	401 FT @	\$ 2.00/FT.	EXISTING
6" Pipe G21 to G12	950 FT @	\$ 4.50/FT.	4,275
8" Pipe G12 to G6	1362 FT @	\$ 7.50/FT.	10,215
4" Dripleg	5 ea @	\$ 300.00/ea.	1,500

SELECT BACKFILL

Pipe Bedding	4429 FT @	\$ 2.00/FT.	8,858
Dripleg Sump	10 ea. x 5 cy/ea	50 CY @ \$ 15.00/CY.	750

SUBTOTAL

\$43,282

Total Estimated Header Construction Cost

\$146,641

Waste Energy Technology, Inc.

Mr. Ron Drachenberg
County of Fort Bend
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EXHIBIT A

Landfill Gas Management System
Fort Bend County Landfill

Option 3 Cost Estimate

BLOWER/FLARE STATION CONSTRUCTION

1700 SCFM Max Flow
ENCLOSED FLARE 8' Dia x 40' High;
12" Inlet with Controls 85,000

CENTRIFUGAL BLOWER 30 HP, 1700 SCFM,
30 "wc Static Pressure 5,000
Additional Standby Blower 5,000

LABOR/INSTALLATION
Onsite Construction and Electrical 35,000

Total Estimated Flare Station Cost \$130,000

Total Estimated Option 3 Cost =====
\$276,641

* 3 man crew with pickup, 4" thru 18" HDPE pipe fusion machine,
laser level for trench control, and own hand tools.
Time is based on 40 hrs/week minimum and 6 days per week maximum.

Waste Energy Technology, Inc.

Mr. Ron Drachenberg
County of Fort Bend
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EXHIBIT A

Landfill Gas Management System
Fort Bend County Landfill

Option 4 Cost Estimate

HEADER CONSTRUCTION

HEADER DESIGN

LABOR			
Senior Environmental Engineer	4 hrs. @ \$	75.00/hr.	\$300
Environmental Engineer-Design	56 hrs. @ \$	45.00/hr.	2,520
Draftsman	24 hrs. @ \$	35.00/hr.	840
Clerical	8 hrs. @ \$	25.00/hr.	200

EXPENSES			
Reproduction			200
Shipping			50
Telephone			100

SUBTOTAL			<u>\$4,210</u>
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HEADER CONSTRUCTION MANAGEMENT

LABOR			
Environmental Engineer-Field	133 hrs. @ \$	45.00/hr.	5,992

EXPENSES			
Airfare	3 trip @	800.00/ea	2,400
Subsistence	11 days @	75.00/day	825
Vehicle	11 days @	60.00/day	660

SUBTOTAL			<u>\$9,877</u>
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HEADER CONSTRUCTION COORDINATION

LABOR			
Mobilization			4,400
2 Man Survey Crew with Equip.	43 hrs. @ \$	70.00/hr.	3,040
3 Man Construction Crew with Equip.*	303 hrs. @ \$	145.00/hr.	43,867

SUBTOTAL			<u>\$51,307</u>
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Waste Energy Technology, Inc.

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September 18, 1989

EXHIBIT A

Landfill Gas Management System
Fort Bend County Landfill

Option 4 Cost Estimate

HEADER CONSTRUCTION RECORD DOCUMENTATION

LABOR

Senior Environmental Engineer	4 hrs.@ \$	75.00/hr.	332
Environmental Engineer	34 hrs.@ \$	45.00/hr.	1,517
Draftsman	36 hrs.@ \$	35.00/hr.	1,250
Clerical	10 hrs.@ \$	25.00/hr.	250

EXPENSES

Reproduction	200
Shipping	50
Telephone	100

SUBTOTAL

\$3,699

FORT BEND COUNTY LABOR

2 Man Construction Crew with Equip.	257 hrs.@ \$	150.00/hr.	\$38,47
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MATERIALS

HDPE PIPE AND FITTINGS

North Leg

4" Pipe	G14 to P39	673 FT @ \$	2.00/FT.	EXISTING
6" Pipe	P39 to G19	742 FT @ \$	4.50/FT.	3,339
14" Pipe	G19 to G2	477 FT @ \$	15.50/FT.	7,394
16" Pipe	G2 to G6	898 FT @ \$	19.50/FT.	17,511
4" Dripleg		5 ea @ \$	300.00/ea.	1,500

South Leg

4" Pipe	G23 to G21	401 FT @ \$	2.00/FT.	EXISTING
6" Pipe	G21 to G12	950 FT @ \$	4.50/FT.	4,275
8" Pipe	G12 to G6	1362 FT @ \$	7.50/FT.	10,215
4" Dripleg		5 ea @ \$	300.00/ea.	1,500

SELECT BACKFILL

Pipe Bedding		4429 FT @ \$	2.00/FT.	8,858
Dripleg Sump	10 ea. x 5 cy/ea	50 CY @ \$	15.00/CY.	750

SUBTOTAL

\$55,342

Total Estimated Header Construction Cost

\$162,914

Waste Energy Technology, Inc.

Mr. Ron Drachenberg
County of Fort Bend
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September 18, 1989

40 0069

EXHIBIT A

Landfill Gas Management System
Fort Bend County Landfill

Option 4 Cost Estimate

BLOWER/FLARE STATION CONSTRUCTION

3300 SCFM Max Flow ENCLOSED FLARE 10' Dia x 40' High; 12" Inlet with Controls	95,000
-------------------------------------------------------------------------------------	--------

CENTRIFUGAL BLOWER 40 HP, 3300 SCFM, 40 "wc Static Pressure Additional Standby Blower	8,000 8,000
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LABOR/INSTALLATION Onsite Construction and Electrical	35,000
----------------------------------------------------------	--------

Total Estimated Flare Station Cost	<u>\$146,000</u>
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Total Estimated Option 4 Cost	<u>=====</u> \$308,914
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* 3 man crew with pickup, 4" thru 18" HDPE pipe fusion machine,
laser level for trench control, and own hand tools.
Time is based on 40 hrs/week minimum and 6 days per week maximum.

Waste Energy Technology, Inc.

#17
40 0070

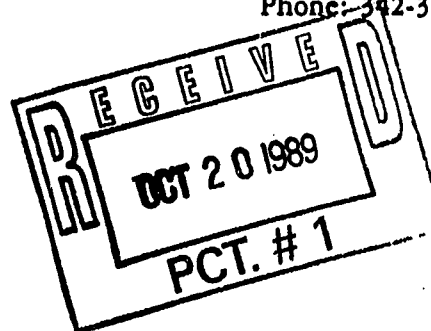
COUNTY OF FORT BEND

Engineering Department

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

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

3403 Avenue F
Phone: 342-3039



October 20, 1989

Honorable Judge Jodie Stavinoha & Commissioners Court
Jane Long Annex
Richmond, TX 77469

Re: Additional Costs of Operation at Landfill

Dear Sirs:

Attached is a copy of a break-down of costs relating to current operation at the Landfill. The information shows the additional costs of placing final cover on the Landfill on Permit numbers 1048 and 1554. The items I through III are costs shown and items IV through VI are the total dollar differences as operated at the present time and the vent well invoice.

If you have any questions, please call.

Sincerely,

A handwritten signature in cursive script that reads "Ronald D. Drachenberg".

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

RDD/mk

attachment

cc: file

CLOSURE COST COMPARISON

I. PERMIT #1554 - LAIDLAW W.S. OPERATION 1,560,894.29 cu. yds.
Nov. 1, 1986 thru Oct. 17, 1988

ORIGINAL CLOSURE COST \$106,977.65

COST PER CUBIC YARD FOR THE LANDFILL \$.07
NORMAL COST FOR CLOSURE IS: \$.03

II. PERMIT #1048 - LAIDLAW W.S. OPERATION 790,093.00 cu. yds.
Oct. 18, 1988 thru Oct. 18, 1989

PROJECTED CLOSURE COST \$130,231.40

COST PER CUBIC YARD FOR THE LANDFILL \$.16

III. PERMIT #1554 - LAIDLAW W.S. OPERATION 94,000.00 cu. yds.
Oct. 19, 1989 thru ?

PROJECTED CLOSURE COST \$102,891.46

COST PER CUBIC YARD FOR THE LANDFILL \$ 1.09

IV. LANDFILL #1554

The difference in cost as projected for cover & vegetation is:

\$1.09 projected

- .07 average

\$1.02 cu. yd. difference

\$1.02 x 94,000 cubic yards = \$ 95,880.00 ✓

V. LANDFILL #1048

The difference in cost as projected for cover and vegetation is:

\$.16 projected

- .07 average

\$.09 cu. yd. difference

\$.09 x 790,093 cubic yards = \$ 71,108.37 ✓

VI. 5 VENT WELLS - the total invoice is \$11,919.88

\$ 11,919.88 ✓

[Handwritten signatures]

COUNTY OF FORT BEND

Engineering Department

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

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

3403 Avenue F
Phone: 342-3039

October 20, 1989

Honorable Judge Jodie Stavinoha & Commissioners Court
Jane Long Annex
Richmond, TX 77469

Re: Landfill Gas Management System

Dear Sirs:

Attached is a copy of the report previously sent regarding the subject matter. After reviewing the options presented, I recommend Option #4 which will be capable of handling the area of Permit #1554-A. This will save the County money in the long run by not having to add another blower/flare system. With your approval, the engineer will continue his design and preparation of specifications for bidding. The actual costs will be presented when the bids are opened.

If you have any questions, please call.

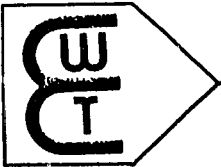
Sincerely,



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

RDD/mk

cc: file



Waste Energy Technology, Inc.

822 Main St. • Suite 4
Rapid City, SD 57701

September 18, 1989

Mr. Ron Drachenberg
County of Fort Bend
3403 Avenue F
P. O. Box 1449
Rosenberg, TX 77471

Re: Landfill Gas Management System
Header Evaluation
Fort Bend County Landfill

Dear Ron:

As per Task One of our expanded proposal, Waste Energy Technology, Inc. has evaluated the existing and future landfill gas collection header sizing requirements for the Fort Bend County Landfill Gas Management System. The evaluation is based on site specific information obtained during the July 1989 system operation testing period. Although physical constraints of the existing header system, such as undersized and/or crushed pipe, did not allow direct measurement of landfill gas quantity and quality under a full gas control situation, the data obtained has been extrapolated to provide design parameters for well spacing and estimated gas flows.

Due to the header system physical constraints described above, the existing wells have not been completely optimized for landfill gas control. However, onsite testing of wells G2 through G6 has shown the 250 feet well spacing does effect the perimeter probes. Once the upsized gas collection header is in place, all the existing wells can be brought online concurrently, and tuned for optimum gas control. If offsite gas migration continues to occur, additional wells will be required to augment the existing wells. In order for the main collection header to meet the gas volume demands of future wells and future landfill expansion areas, header sizing for the existing wells has been broken down into four options. Within these options, the header piping has been sized to minimize pressure drop, minimize gas condensate transport, and provide for flaring or recovery of the gas at one central location near well G6.

TEL (605) 348-2215 • FAX (605) 348-1083

Ft. Walton Beach, FL • Rapid City, SD • Columbia, KY

Mr. Ron Drachenberg
County of Fort Bend
Page 2
September 18, 1989

The options are as follows:

- OPTION 1: EXISTING WELLS
- OPTION 2: INTERMEDIATE WELLS
- OPTION 3: ENTIRE EXISTING LANDFILL 1048 AND 1554
- OPTION 4: LANDFILL EXPANSION AREA 1554A

These header sizing options are described in detail below and an associated cost summary is presented in Table 1. a detailed cost breakdown for each option is included in Exhibit A.

TABLE 1

Cost Summary of Options 1 thru 4

	Option 1	Option 2	Option 3	Option 4
Header Collection System	\$121,602	\$139,604	\$146,641	\$162,914
Blower/Flare Station	\$110,000	\$120,000	\$130,000	\$146,000
Total Option Cost	<u>\$231,602</u>	<u>\$259,604</u>	<u>\$276,641</u>	<u>\$308,914</u>

OPTION 1: EXISTING WELLS

Option 1 is the minimum system modification recommended and assumes the existing gas extraction wells as located and constructed will be sufficient for control of landfill gas at this site. Due to existing field constraints, this assumption has not been field proven, and the Option 1 header system does not allow for the addition of interior wells to augment the present control system design.

Option 1 piping consists of sizing the landfill gas collection header to transport gas from the existing wells, G1 - G12, G14 - G19, and add on existing wells G13, and G20 - G23 to the flare location. The north leg of the system, wells G5 - G1, and G19 - G14, will require 4" header from well G14 to G18, and 6" header from well G18 to G6. The existing south leg of the system, wells G6 - G12, is marginal with the existing 4" and when wells G13, and G20 - G23 are brought on line, the header will need to be up sized to carry the additional gas flow. This up size will require 4" header from well G23 to G12, and 6" header from well G12 to G6. Option 1 will provide an estimated landfill gas flow of approximately 400 CFM and will require a 5 foot diameter by 40 foot tall enclosed flare.

Waste Energy Technology, Inc.

Mr. Ron Drachenberg
County of Fort Bend
Page 3
September 18, 1989

OPTION 2: INTERMEDIATE WELLS

Option 2 consists of sizing the landfill gas collection header to transport gas from the existing gas extraction wells as stated in Option 1 and provides for the system expansion of one intermediate row of wells, located inside the existing line of wells, to augment gas control.

This option will require header sizing as follows: The north leg of the system will require 4" header from well G14 to near probe P39, 6" header from probe P39 to well G19, and 8" header from well G19 to well G6. The south leg of the system will require 4" header from well G23 to G21, 6" header from well G21 to G12, and 8" header from well G12 to G6. Depending on the five feet of additional fill currently being placed on top of landfill area 1048, this option may also be accomplished by leaving wells G9 - G12 on the existing 4" header, and routing the new 6" header from well G13 to near well G8, and then running 8" header from this junction to well G6. The gas flow from Option 2 is estimated to be approximately 1200 CFM, and will require a 6.5 foot diameter by 40 foot tall enclosed flare.

OPTION 3: ENTIRE EXISTING LANDFILL 1048 AND 1544

Option 3 consists of sizing the landfill gas collection header to transport the gas from the existing wells and all future interior wells of the landfill areas 1048 and 1554, and the end wells for Cells 1 and 2 of 1554A.

This option will require the same header for the south leg of the system as Option 2. The north leg will require the 8" header of Option 2 be upsized as follows: 8" header from well G19 to probe P16, and 10" header from probe P16 to well G6. The gas flow from Option 3 is estimated to be approximately 1700 CFM and will require an 8 foot diameter by 40 foot tall enclosed flare.

OPTION 4: LANDFILL EXPANSION AREA 1554A.

Option 4 is a forward looking plan, and it is directly contingent on the permitting of 1554A. The header sizing of Option 4 will carry the gas flow from areas 1048, 1554, and the entire area of 1554A to one location for flaring or gas recovery.

This option will require the same size of header as Option 2, but will up size the north leg 8" header of Option 2 as follows: 14" header from well G19 to well G2, and 16" header from well G2 to well G6. The gas flow from Option 4 is estimated to be approximately 3300 CFM and will require a 10 foot diameter by 40 foot tall enclosed flare.

Mr. Ron Drachenberg
County of Fort Bend
Page 4
September 18, 1989

RECOMMENDATIONS:

In evaluating the above options and making a recommendation, consideration must be given to the potential system expansion required for gas control, current capital expenditure, and current capital expenditure to offset future overall costs. With this in mind, Option 3 is recommended as the minimum system installation due to the strong possibility of addition gas control wells being required, and flexibility in system expansion it lends to the site at a lower incremental cost.

If Option 3 is installed and only a portion of the intermediate and/or interior wells of areas 1048 and 1554 are required for gas control, and/or landfill gas volumes are lower than expected, this offset in gas volume in the 8" and 10" header can be utilized to expand gas control into a portion of the 80 acre landfill expansion area 1554A. However, if gas recovery becomes part of system operation, you would want to expand gas extraction to the entire existing landfill areas 1048 and 1554.

The enclosed flare costs in Table 1, range from \$65,000 to \$95,000, for flows of 400 CFM to 3300 CFM, respectively. The benefits of the enclosed flare are no visible flame, the ability to provide for air and flare temperature control, and provisions for sampling stack air emissions. For each option an appropriately sized flare has been selected to meet the estimated landfill gas flows and associated heat released. Each flare has an operational turn down ratio of 10:1 and therefore has the capability to operate at incremental flows up to its rated capacity. For example, flare Option 4 has the capability to be operated in incremental stages for the gas flows covered in Options 1, 2, 3, and 4. The benefit of constructing a larger flare, will save the cost of construction of a second flare to meet future gas flows.

Currently, the Texas Department of Health does not require any air emission standards, and disposal of the landfill gas could be accomplished with a utility style flare similar to the temporary unit onsite, but with flame out and relight controls. However, there would be a visible flame and flame size would increase as gas flows increase. The comparative cost for a utility flare would be \$20,000 to \$25,000, for flows of 400 CFM to 3300 CFM, respectively.

Waste Energy Technology, Inc.

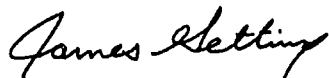
Mr. Ron Drachenberg
County of Fort Bend
Page 5
September 18, 1989

SUMMARY:

Several scenarios of project options with associated costs and benefits have been presented above. If you have any comments, questions, or would like to discuss further, please call. Please advise as to the option or combination of options the County of Fort Bend wishes to pursue.

Sincerely,

Waste Energy Technology, Inc.



James A. Getting, P.E.
Director of Engineering



Bruce A. Jensen
Environmental Engineer

BAJ
J062\03.DOC

enc: Exhibit A

cc: Mike Rodgers, WET
File

Waste Energy Technology, Inc.

COUNTY OF FORT BEND

Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

October 18, 1989

Commissioner Bob Lutts
Fort Bend County Precinct 4
P. O. Box 187
Fulshear, TX 77441

Re: Traffic Study - Williams Trace & Edgewater (Highlands Elem. School)

Dear Sir:

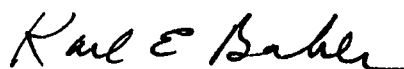
A traffic study was made the week of October 2. Please find attached a sketch of the above intersection. Our traffic counters ceased to function after the count was made on Edgewater thus the 1986 count for Williams Trace. In my opinion, the count is much higher this year than in 1986.

At point "A" on the sketch buses were observed to have difficulty getting onto Williams Trace. At point "B" a uniformed crossing guard was observed.

Based on the facts presented, no additional traffic signs are warranted per the "Texas Manual on Uniform Traffic Control Devices" (see attached copy of page 2-B-2).

If you have any questions, please call.

Sincerely,



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

KEB/mk

attachments

cc: Constable Hal Werlein, Fort Bend County Precinct 4
file

AS PER ORIGINAL



R1-1
30" x 30"



R1-3
12" x 6"



R1-4
18" x 6"

2B-4 Stop Sign (R1-1)

STOP signs are intended for use where traffic is required to stop. The STOP sign shall be an octagon with white message and border on a red background. The standard size shall be 30 x 30 inches. Where greater emphasis or visibility is required, a larger size is recommended. On low-volume local streets and secondary roads with low approach speeds, a 24 x 24 inch size may be used.

At a multiway stop intersection (sec. 2B-6), a supplementary plate (R1-3) should be mounted just below each STOP sign. If the number of approach legs to the intersection is three or more, the numeral on the supplementary plate shall correspond to the actual number of legs, or the legend ALL-WAY (R1-4) may be used. The supplementary plate shall have white letters on a red background and shall have a standard size of 12 x 6 inches (R1-3) or 18 x 6 inches (R1-4).

A STOP sign beacon or beacons may be used in conjunction with a STOP sign as described in section 4E-4.

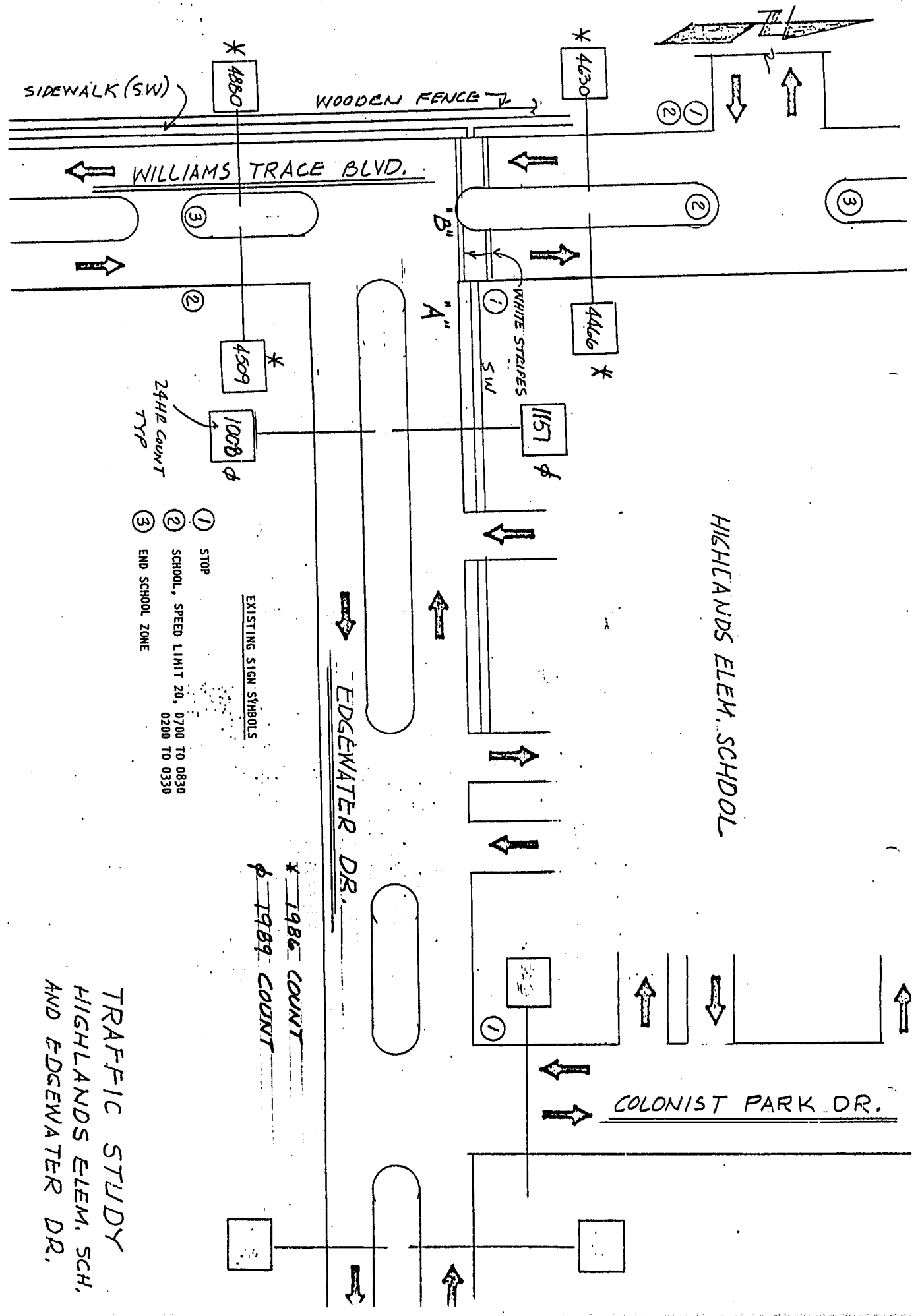
Secondary messages shall not be used on STOP sign faces.

2B-5 Warrants for Stop Sign

Because the STOP sign causes a substantial inconvenience to motorists, it should be used only where warranted. A STOP sign may be warranted at an intersection where one or more of the following conditions exist:

- ➔ 1. Intersection of a less important road with a main road where application of the normal right-of-way rule is unduly hazardous.
2. Street entering a through highway or street.
3. Unsignalized intersection in a signalized area.
4. Other intersections where a combination of high speed, restricted view, and serious accident record indicates a need for control by the STOP sign.

Prior to the application of these warrants, consideration should be given to less restrictive measures, such as the YIELD sign (2B-7) where a full stop is necessary at all times. Periodic reviews of existing instal-



TRAFFIC STUDY
HIGHLANDS ELEM. SCH.
AND EDGEWATER DR.

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0081

Denise Marques
3315 Richland Drive
Sugar Land, Texas 77478
Oct. 9, 1989

Commissioner Lutts
P.O. Box 187
Fulshear, Texas 77441

Dear Sir,

Enclosed please find the petition concerning
our request for additional stop signs on Willams Trace Blvd.

Very truly yours,

Denise Marques

Denise Marques
Chairman Health And Safety
Highlands Elementary P.T.O.
980-5484

WE THE PARENTS OF HIGHLANDS ELEMENTARY SUBMIT THIS 40
PETITION TO COUNTY JUDGE JODY STAVINOH AND
COMMISSIONER'S COURT.

0082

WE THE PARENTS OF HIGHLANDS ELEMENTARY AND THE MEMBERS OF THE
HIGHLANDS ELEMENTARY P.T.O., RESPECTFULLY REQUEST THAT STOP
SIGNS BE PLACED ON WILLAMS TRACE BLVD., NORTH AND SOUTH, AT THE
INTERSECTION OF EDGEWATER DR. TO FACILITATE OUR CHILDRENS
SAFETY AT THIS DANGEROUS CROSSING.

0083

PRINTED NAME	ADDRESS	PHONE	SIGNATURE
Melissa Fayley	2118 Sugarland 7x 11x 1/2 Sugarland 7x 11x 1/2 2118 Sugarland 7x 11x 1/2	265 2883	M. Fayley
Mary Jo Barta	2923 Deer Creek	980-6425	Mary Jo Barta
Catherine Brune	2003 Rosalyn Ct	980-4601	Catherine Brune
Liz Bohardauer/Ron Sims	3043 Highlands	980-6241	Liz Bohardauer
Pamela Junker	3335 Big Horn Ct	980-4474 980-689	P. Junker
Beverly Davis	1315 Meadowlark	242-6319	Beverly Davis
Carla Clark	3210 Kempwood	980-4628	Carla Clark
Catherine Ford	714 Venice	242-6428	Catherine Ford
MATTHEW KING	2103 GREENWOOD	980-3392	MATTHEW KING
ALI AKBAR DHAMANI			at Akbar
Ali Akbar Dhamani	2812 Pecan Point Drive	980-2394	Dhamani
Deborah Coover	3303 Big Horn Ct	980-4310	Deborah Coover
SUSAN JOHNSTON			Susan Johnston
Susan Johnston	1131 Cardinal	242-8024	Susan Johnston
MOSTAFA CHEIDAR	1698 CREEKSIDE	980-7792	MOSTAFA CHEIDAR
Sue Stevenson	2643 Ferry Landing	980-1641	Sue Stevenson
Cheryl Greenway			Cheryl Greenway
Cheryl Greenway	3214 Deer Creek	980-4991	Cheryl Greenway
Deirdre Strange		980-3758	Deirdre Strange
Deirdre Strange	1902 Liberty Pt		Deirdre Strange

WE THE PARENTS OF HIGHLANDS ELEMENTARY AND THE MEMBERS OF THE HIGHLANDS ELEMENTARY P.T.O., RESPECTFULLY REQUEST THAT STOP SIGNS BE PLACED ON WILLAMS TRACE BLVD., NORTH AND SOUTH, AT THE INTERSECTION OF EDGEWATER DR. TO FACILITATE OUR CHILDRENS SAFETY AT THIS DANGEROUS CROSSING.

PRINTED NAME	ADDRESS	PHONE	SIGNATURE
Lucy King	3403 Greenwood	980-3372	Lucy King
Phyllis K Whittle	2611 Cooper's Post	980-2372	Phyllis K Whittle
LYNN BROLLIER	2403 Quarry Hill Rd.	980-3040	Lynn Brollier
Terri Brollier	2603 Quarry Hill Rd.	980-3040	Terri Brollier
Mike & Debbie Smith	2206 Sunset Trail	980-4527	Debra K Smith
MARY ALLEN	1738 Noddy Lake Lane	980-9590	Mary Allen
SUSAN Gilmer	2615 Ferry Landing	980-1516	Susan Gilmer
Terri Connell	3327 Cannon Pass Ct.	980-5746	Terri Connell
Barbara Miller	3943 Pleasant Valley Mo. City, Tx	438-4680	Barbara Miller
Maralee Hobbs	1406 do. Vega Rv.	980-1598	Maralee Hobbs
CAROLE LUTANNO	2503 Cooper Post	980-8536	Carole Lutanno
Ann Lancaster	1938 Cheyenne River	980-9066	Ann Lancaster
Sharon Baum	1734 Kardons Pt Dr	980-8050	Sharon Baum
Debra Carick	1231 Cardinal Ave	242-8953	Debra Carick

WE THE PARENTS OF HIGHLANDS ELEMENTARY AND THE MEMBERS OF THE HIGHLANDS ELEMENTARY P.T.O., RESPECTFULLY REQUEST THAT STOP SIGNS BE PLACED ON WILLAMS TRACE BLVD., NORTH AND SOUTH, AT THE INTERSECTION OF EDGEWATER DR. TO FACILITATE OUR CHILDRENS SAFETY AT THIS DANGEROUS CROSSING.

PRINTED NAME	ADDRESS	PHONE	SIGNATURE
Joan Sitton	1715 Carriage Way	980-9899	Joan Sitton
Sondra Vargas	2114 Creekshire Dr	980-3679	Sondra Vargas
Billy Singletary	1923 Creek Valley	980-5262	Billy Singletary
Jane Johns	3326 Big Horn Ct	980-8343	Jane Johns
CHARLES MEYER	2902 DEER CREEK	980-8443	Charles Meyer
RON HAMMIT	3226 THE HIGHLANDS DR.	980-9701	Ron Hammit
JUSTIN CHU	3114 PECAN POINT	980-4027	Justin Chu
Vickie Calham	1006 Meadowlark Ln	242-5966	Vickie Calham
Sharon Lester	1006 Meadowlark Ln.	242-5966	Sharon Lester
Brenda Metton	2123 Highland Hills	980-9414	Brenda Metton
Beth Gloff	2202 Canebreak Crsg	980-7312	Beth Gloff
Shirley Brown	1702 Stephens Creek Ct	980-7900	Shirley Brown
Barbara Mole	1707 Stephen's Creek Ct	980-7099	Barbara Mole
Lynda Warren	3127 Deer Creek	980-4994	Lynda Warren
Tana K. Sheppard	1602 Overland Pass	980-6478	Tana K. Sheppard

WE THE PARENTS OF HIGHLANDS ELEMENTARY AND THE MEMBERS OF THE
HIGHLANDS ELEMENTARY P.T.O., RESPECTFULLY REQUEST THAT STOP
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INTERSECTION OF EDGEWATER DR. TO FACILITATE OUR CHILDRENS
SAFETY AT THIS DANGEROUS CROSSING.

PRINTED NAME

ADDRESS

PHONE

SIGNATURE

Laurel S. David	1754 Carriage Way	980-3402	Laurel S. David
DAVID R. DAVID	1754 CARRIAGE WAY	980-3402	David R. David
Irma Nurre	1911 Iron Ridge	980-8478	Irma L. Nurre
Waynette Clarke	1907 Iron Ridge	980-4542	Waynette Clarke
Michael Taylor	3323 Richland Drive	980-3554	Michael Taylor
MAHMOOD M RASHID	2910 PECAN POINT DR.	980-6307	Mahmoud Rashid
SUE M RASHID	2910 Pecan Point Dr.	980-6307	Sue M. Rashid
Sharon Jacobs	3231 Stephens Creek Lane	980-6752	Sharon Jacobs
George Jacobs	" " " "	" "	George Jacobs
Yintai Alvina Bau	2551 Coopers Post Ln.	980-5172	Yintai Alvina Bau
FAYE MUELLER	1103 MEADOWLARK LN.	491-7833	Faye Mueller
BEN Mueller	1103 MEADOWLARK	491-7833	Ben Mueller
ZANE WATKINS	1217 Quarry Hill	980-1871	Zane Watkins
LEONARD KEITH	2619 COOPERS POST LN.	980-1771	Leonard Keith
PATRICIA KEITH	2619 COOPERS POST LN.	980-1771	Patricia Keith

WE THE PARENTS OF HIGHLANDS ELEMENTARY AND THE MEMBERS OF THE
HIGHLANDS ELEMENTARY P.T.O., RESPECTFULLY REQUEST THAT STOP
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INTERSECTION OF EDGEWATER DR. TO FACILITATE OUR CHILDRENS
SAFETY AT THIS DANGEROUS CROSSING.

PRINTED NAME

ADDRESS

PHONE

SIGNATURE

Wonda V. Chestnut 1800 River Crest #615 980-1294 Wonda V. Chestnut

ZAREENA Amith 2202 Trail West 980-4962 Zareena Amith

Monika Shaffer 1706 Coles Farm Dr 980-5395 Monika Shaffer

Laloh Ash 2027 Windy Meadow 980-5200 Laloh Ash

Michael Hood 2603 Ferry Landing 980-3172 Michael Hood

KAREN Hood 2603 FERRY LANDING 980-3172 Karen Hood

Lynn Munsterman 2623 Ferry Landing 980-1736 Lynn Munsterman

Bruce Munsterman " " " Bruce Munsterman

Linda Casey 3403 Driftwood Ct 980-3189 Linda Casey

Jackie Tilley 2711 GRAFTSHAKE #64 980-6205 Jackie Tilley

DINESH PATEL 1815 TRINITY STATION, 980-3185 Dinesh Patel

TRICIA HAIRSTON 2010 STEAMBOAT RUN. 980-4029 Tricia Hairston

ALAN D. ALLEN 1818 TRINITY STATION 980-4971 Alan D. Allen

Bryan R. Schulte 1919 Vines Bridge 980-3134 Bryan R. Schulte

Blesida FERNANDEZ 3202 Pecan Pt. Dr. 980-8095 Blesida Fernandez

AS PER ORIGINAL

9/19/89

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0088

WE THE PARENTS OF HIGHLANDS ELEMENTARY AND THE MEMBERS OF THE
HIGHLANDS ELEMENTARY P.T.O., RESPECTFULLY REQUEST THAT STOP
SIGNS BE PLACED ON WILLAMS TRACE BLVD., NORTH AND SOUTH, AT THE
INTERSECTION OF EDGEWATER DR. TO FACILITATE OUR CHILDRENS
SAFETY AT THIS DANGEROUS CROSSING.

PRINTED NAME	ADDRESS	PHONE	SIGNATURE
Ramona Serfina	1800 North Austin	980-5579	Ramona Serfina
SEAN H Wright	2131 Highland Hills	265 0745	Sean Wright
ROBERT A. MAXWELL	3543 WOODMERE	980-4664	Robert A. Maxwell
DOROTHY E. MAXWELL	3543 WOODMERE	980-4664	Dorothy E. Maxwell
MICHELLE A. GILBERT	1843 CREEKSHIRE	980-7302	Michelle A. Gilbert
Charles H. Gilbert	1843 CREEKSHIRE	980-7302	Charles H. Gilbert
EDIE DINE	3419 CANNON PASS CT	980-8984	Edie Dine
PAUL D. LUNIS	3419 CANNON PASS CT	980-8984	Paul D. Lunis
KELLY TINSLEY	2107 WINDY MEADOW	980-8319	Kelly Tinsley
JUDY TINSLEY	2107 WINDY MEADOW	980-8319	Judy Tinsley
DEBBIE BECK	3527 WINDY MEADOW CRES	980-8319	Debbie Beck
Lora Carley	12000 Sawmill Rd	363-5579	Lora Carley
SERGIO SALINAS	3002 THE HIGHLANDS DR.	980-3882	Sergio Salinas
Carmy SALINAS	3002 THE HIGHLANDS DR.	980-3882	Carmy Salinas
Susan Brubaker	1800 Austin Park Way #912	980-0796	Susan Brubaker

9/19/89

40

0089

WE THE PARENTS OF HIGHLANDS ELEMENTARY AND THE MEMBERS OF THE HIGHLANDS ELEMENTARY P.T.O., RESPECTFULLY REQUEST THAT STOP SIGNS BE PLACED ON WILLAMS TRACE BLVD., NORTH AND SOUTH, AT THE INTERSECTION OF EDGEWATER DR. TO FACILITATE OUR CHILDRENS SAFETY AT THIS DANGEROUS CROSSING.

PRINTED NAME

ADDRESS

PHONE

SIGNATURE

JOHN PARTEN 1811 TRINITY STATION 980-3020 John Parten

Lynda Carter 1811 Trinity Station 980-3020 Lynda Carter

Beth Carter 24010 ... 980-1500 Beth Carter

Sybil Farley 2927 Deer Creek 980-0779 Sybil Farley

Jan FARLEY 2927 Deer Creek 980-0779 Jan Farley

BRUCE L. SPITZENSEL 2906 DEER CREEK 980-7259 Bruce Spitzensel

NOJGAN DAGHIGHI 2041 CREEKSHIRE 980-9408 Nojgan Daghighi

YONG LEE 1800 Austin Pkwy 1601 980-1366 Yong Lee

Jerry Burke 2039 Creek Valley Lane 980-4821 Jerry Burke

KAN YEUNG 3218 DEER CREEK 980-3601 Y. Yeung

KIRIL BRAUNBERG 2918 Pecan Point 980-3209 Kiril Braumberg

Patricia Cortez 10411 Gulfstream 491-2749 Patricia Cortez

Art CORTER 10411 Gulfstream 491-2749 Art Corter

STEVE DALTON 1914 BARONS GLEN 980-5838 Steve Dalton

Laura Dalton 1914 Barons Glen 980-5838 Laura Dalton

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WE THE PARENTS OF HIGHLANDS ELEMENTARY AND THE MEMBERS OF THE
HIGHLANDS ELEMENTARY P.T.O., RESPECTFULLY REQUEST THAT STOP
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INTERSECTION OF EDGEWATER DR. TO FACILITATE OUR CHILDRENS
SAFETY AT THIS DANGEROUS CROSSING.

PRINTED NAME

ADDRESS

PHONE

SIGNATURE

ASHOK M. BALSAR 1743 CREEKSIDE 980 5173 Ashok M. Balsar

ANNE DAVIDSON 1035 SUGAR LAKES DR 491-3383 Anne Davidson

JEN DAVIDSON 1035 Sugar Lakes Dr 491-3383 Jen Davidson

ROWENA TAN 3030 Pecan Point 980-3933 Rowena Tan

BENNY TAN 3030 Pecan Point 980-3933 Benny Tan

VICTOR C. CHACON 1807 TRINITY STREET 980-9137 Victor C. Chacon

ANISTILE COMENAT 2543 LONG KNEE DR. 980-6135 Anistile Comenat

JAIME & GLORIA ACERO 1800 AUSTIN AVE #1216 980-0584 Jaime & Gloria Acero

DAVID P. CHANG 1800 AUSTIN AVE #1216 980-0584 David P. Chang

AKILA ZAAFRAN 1007 GOLDFINCH AVE 491531 Akila Zaafran

MARITERE NEMEC 2550 COOPERS POST LN. 265-0753 Mariteri Nemece

JENI MITCHELL 2007 ECHO RIDGE 980-2618 Jeni Mitchell

KAREN WARE 1303 MOUNTAIN LAKE LN 242-4209 Karen Ware

SUSAN SYLVE 2523 TONY LANE 980-2614 Susan Sylve

ARVIND BHANDARI 1722 HODGE LAKE 980-5523 Arvind Bhandari

WE THE PARENTS OF HIGHLANDS ELEMENTARY AND THE MEMBERS OF THE HIGHLANDS ELEMENTARY P.T.O., RESPECTFULLY REQUEST THAT STOP SIGNS BE PLACED ON WILLAMS TRACE BLVD., NORTH AND SOUTH, AT THE INTERSECTION OF EDGEWATER DR. TO FACILITATE OUR CHILDRENS SAFETY AT THIS DANGEROUS CROSSING.

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PHONE

SIGNATURE

Urmil Desai 2130 Highland Hills, Sugarland 780-7381
 ANURADHA PATEL 6281 LINDEN BLVD 980-6315

Eva J. Reed 1702 Carriage Way 980-7386

Sally E. Jones 2103 Pecan Point Dr 980-7794

LARRY COFFIN 2543 PLANTERS LN 980-4158

Phyllis Ross 3514 Meadowcrest Ln. 980-0971

Theresa Dyer 3530 Pecan Point Dr 980-5690

Terry & Ronie Coughlin 3218 The Highlands 980-4600

John M. Ellis 2711 Grants Lake #64 Sugarland 980-4485
 980-6205

ED TILLEY 2711 GRANTS LAKE #64 SUGARLAND TX 77479

M. H. MODI 2211 STEAMBOAT BLVD 980-7914

EDITA JUNTILA 3526 SANTA ROSA LN 980-4812

Teodoro Juntila 3526 Santa Rosa Ln. 980-4812

ROSELIA ALANIZ-GARZA 2808 GRANTS LK #602 980-1548

Kelly Schulte 1919 Vinos Bridge 980-3134

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PRINTED NAME	ADDRESS	PHONE	SIGNATURE
George DuBois	1800 Austin Pkwy. #209	265-0743	George DuBois
Harriet DuBois	1800 Austin Pkwy. #209	265-0713	Harriet DuBois
Candy Wright	2911 Recon Point	980-8070	Candy Wright
Rebecca Smith	3423 Big Horn Ct.	980-8641	Rebecca Smith
Al B. B. B.	2202 Sunset Blvd.	980-8463	Al B. B. B.
G.S. MISTOY	2931 The Highlands Dr.	980-6842	G.S. MISTOY
J. WOOD	1707 Coles Farm	980-6960	J. Wood
TERESA VAN DUYN	1114 HEBOU WAY	491-3068	Teresa Van Duyn
AZEEZ MALIK	2622 QUARRY HILL	980-5827	Azeez Malik
Mariyam Azeez	2622 Quarry Hill	980-5827	Mariyam Azeez
S. IYER	2515 FERRY LANDING	980-2163	S. Iyer
KAREN TABAK	2746 Raintree	980-3107	Karen Tabak
MORRIS TABAK	2746 RAIN TREE	980-3707	Morris Tabak
SAM PATEL	3319 Big Horn	980-2211	Sam Patel
NAO SINGH	1919 Sunset Blvd.	980-4306	Naor Singh

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PRINTED NAME	ADDRESS	PHONE	SIGNATURE
Stephan E. Euman	2618 Hustins Place	980-7324	[Signature]
Charlotte Morgan	2810 Grants Lake #1305	980-8580	Charlotte A. Morgan
Aun Coffen	2343 Planters Row	980-4158	A. Coffen
Deb Main	819 Sandpiper Dr.	494-8259	Deb Main
Yolanda Chacon	1807 Trinity Station	980-9137	Yolanda Chacon
ROSEMARIE LAQUARDIA	2018 Courtshine Lane	980-4560	Rosemarie LaGuardia
Lima L. Calasara	2006 Creek Valley Ln	980-0238	Lima L. Calasara
Batilde E. Jamir	3616 HONECRATE DR.	980-2091	Batilde E. Jamir
Hape King	1688 Creekside Dr.	980-4200	Hape King
TERI DE MAN	3327 BIG HORN CT	980-6517	Teri de Man
Karen Merchant	3547 Pecan H Drive	980-5581	Karen Merchant
Charles Braun	3426 Pecan H	980-6500	Charles Braun
Lou Braun	3426 Pecan H.	980-6500	Lou Braun
MARY HYMEL	1915 CAMPWOOD	980-2693	Mary Hymel
Bill Hymel	1915 Campwood	980-2693	Bill Hymel

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PRINTED NAME

ADDRESS

PHONE

SIGNATURE

CAROL HEMENAS 2235 STEAMBOAT RUN 980-3024 Carol Hemenas

Carol Hemenas 1151 Cummings Way 980-2151 Carol Hemenas

Phaedon Papadopoulos 3422 Cannon Pass Ct 980-9426 P. Papadopoulos

Isabel Papadopoulos 3422 Cannon Pass Ct 980-9426 Isabel Papadopoulos

Jeffrey Lee Hoffman 3554 Pecan Point Dr. 980-4642 Jeffrey Lee Hoffman

Cathy Bryant 1818 Meadowlocke 980-0342 Cathy Bryant

Raymond Bryant 1818 Meadowlocke 980-0342 W.R.B.

Meena Pabari 1206 Cardinal Ave 212-81210 Meena Pabari

SHAKIL ISMAIL 3410 BIG HORN CT 980-5106 Shaki

Dilip Jhuremalani 1103 Swallow Creek 912-5714 D.J. Jhuremalani

Bonnie Wilson 2405 Long Ranch Dr 980-9609 Bonnie Wilson

GERALD CROTWELL 2018 ECHO RIDGE 980-4400 Gerald Crotwell

CAROLYN PATIN 2310 CANEBREAK CR 980-6896 Carolyn Patin

LEE ROY PATIN 2310 CANEBREAK CR 980-6896 Lee Roy Patin

JUNG HUNG 2610 PLANTERS ROW 980-5635 J. Hung

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PRINTED NAME	ADDRESS	PHONE	SIGNATURE
GRAEME C LAW	915 SANDPIPER	491-9139	Graeme C Law
JACKIE C. SKAGGS	211 Lakeshore	242-2259	Jackie C Skaggs
Shirley Morgan	1106 Heron Way	491-2040	Shirley Morgan
ANDREA J. CLARKE	1218 CARDINAL AVE.	491-2620	Jane Clarke
Sally Hirschheim	2918 Tony Hill Lane	910-4105	Sally Hirschheim
Linda Reddout	3511 Honey Creek Dr	980-1793	Linda Reddout
SRIWAN CHAN	1715 CREEKSIDE	980-8954	Sriwan Chan
MARGARET ANN PASKO	3554 PECAN P. DR.	980-4642	Margaret Ann Pasko
JoAnn Spitzengel	2906 Deer Creek Dr.	980-7259	JoAnn Spitzengel
Bonnie Tucker	2722 Raintree	980-3050	Bonnie Tucker
Debbie Taylor	3323 Richland Dr.	980-3554	Debbie Taylor
Denise Marques	3315 Richland Dr	980-5484	Denise Marques
BINA SHAH	1118 HORSESHOE	242-0564	Bina Shah
YEENA GIDHANI	1107 MEADOWLARK LN,	242-0512	Y. Gidhani
Eva Elman	2618 Austin Place	980-7324	E. Elman

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PRINTED NAME	ADDRESS	PHONE	SIGNATURE
Shirley/Greg Chapman	1323 Meadowlark	242-3258	Shirley Chapman
Kenneth Johnson	12121 Hillside Dr	980-1180	Kenneth Johnson
Tom Johnson	11111 Hillside Dr	980-1180	Tom Johnson
Malini / SMAIC	3110 Big Horn Cr	980-1506	Malini
Geraldine - ALAN GOKEN	1800 Austin Hwy	980-6976	Geraldine Goken
Michael R. Lutanno	2503 Coopers Post Ln	980-8536	Michael Lutanno
ALAN SHEPPARD	1602 OVERLAND PASS	980-6478	Alan Sheppard
Shirley Protwell	2018 ECHO Ridge	980-4400	Shirley Protwell
RUBINA HASAN	2234, Highland Hills	980-8154	Rubina
LINDA NEWMAN	2211 SUNSWEPT CT	980-5669	Linda Newman
Laurie Rigby	2003 Raven's Crest Dr	265-0129	Laurie Rigby
JASON CHOU	2214 MILLCREEK Dr.	980-0651	Jason Chou
MIRIAM Stockton	1915 Brushy Creek	980-5175	Miriam Stockton
Cindie Obets			Cindie Obets
Greg Obets	2103 Steamboat Run	980-1625	Greg Obets
Mike Proesch			Mike Proesch
Mary Jane Proesch	2015 Steamboat Run	980-6029	Mary Jane Proesch

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PHONE

SIGNATURE

Colleen C Dunne 2019 Rosalyn 980-8538 CC Dunne

TIMOTHY R. DUNNE 2019 ROSALYN CT. 980-8538 ~~T.R.D.~~

MARIAN SZYMASZEK 2206 BAY RIDGE 980-5351 Mary Szymaszek

DAROLD Beall 2746 Quarry Hill Rd 980-0278 Darold Beall

Betsy Beall 2746 Quarry Hill Rd 980-0278 Betsy Beall

Sheila Stigall 3319 Richland Dr. 980-1772 Sheila Stigall

Evelyn Goldman 1611 Overland Pass 980-6531 Evelyn Goldman

RICHARD LAW 915 SANDPiper 491-9739 Richard Law

JIM SKAGGS 811 LAKESHORE DR. 242-2259 Jim Skaggs

JIM FRITH 307 Kingfisher Dr 242-6508 Jim Frith

Terry Frith 307 Kingfisher Dr 242-6508 Terry Frith

ROBERT MCGOWEN 803 LAKE SHORE 242-4055 Robert McGowen

Bridget McGowen 803 Lakeshore 242-4055 Bridget McGowen

Brenda Shanville 815 Killiwake 242-1444 Brenda Shanville

CHRISTINA J SHAN 930 Gold Finch Ave 242-3594 Christina J Shan

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PRINTED NAME	ADDRESS	PHONE	SIGNATURE
BILL KEENE	3626 Edgewood Mossburn 21778	492-1545	Bill Keene
Santi Deale	3042 Pecan Point Dr. Sugarland, Tx.	980-3153	Santi Deale
Theresa Karish	1702 Creekside Dr Sugarland, Tx.	980-0396	Theresa Karish
Glenda Mack	811 Kithiake 242-3351		Glenda Mack
MARTIN MALE	811 Kithiake 242-3351	453-7252	Martin Male
LEON WILKER	9510 HWY 90A SUGARLAND TX 77478	242-7704	Leon Wilker
NLICE HURLEY	9510 HWY 90A SUGARLAND TX 77478 13835 New Village	242-7704	Nlice Hurley
Marsha Leigh	Sugar Land TX 77478 13835 NEW VILLAGE	242-3364	Marsha Leigh
Mack Leigh	SUGAR LAND, TX 77478 122 Horse Shoe Dr	242-3364	Mack Leigh
Cecilia Warth	Sugar Land, Texas 77478 1122 Horse Shoe Dr.	242-6113	Cecilia Warth
Mike Warth	Sugar Land Tex., 77478	242 6113	Mike Warth
Dale Temple	1919 Brushy Creek S.L., Tx. 77478	980-3459	Dale Temple
Catherine Temple	1919 Brushy Creek sugar Land, TX 77478	980-3459	Catherine Temple
Jenny Li	2635 Highlands Dr. Su Tx 77478	980-3180	Jenny Li
WAYNE HARVEY	3222 Rifle Gap Ln. SUGARLAND TX 980-3815		Wayne Harvey

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Lee A. Jackson	1800 Austin Pkwy #145	980-3066	Lee A. Jackson
MARJORIE Bell	3518 SANTA ROSA LN.	980-7308	Marjorie Bell
Judith S. Burns	2919 Pecan Point Dr.	980-9422	Judith S. Burns
Vanessa M Dabney	1811 Grassland	980-1407	Vanessa Dabney
MARSHIA WILBORN	2727 RAIN TREE	980-8261	Marshia Wilborn
GAYLE KEYS	2007 HIGHLAND HILLS	980-4609	Gayle Keys
SUSAN ANTREICAN	2203 WINDY MEADOW	980-0537	Susan Antreican
William C. Antreican	2203 WINDY MEADOW	980-0537	William C. Antreican
Oliver Bright	1800 Austin Pkwy 1409	980-2011	Oliver Bright
Cynthia A. Evans	3326 Pecan Pt	980-3168	Cynthia A. Evans
Peggy J. Mitchell	2510 Grants Lake #82	667-1703 ^{wk.}	Peggy J. Mitchell
Marlene Feuerbach	2106 Steamboat Run	980-1619	Marlene Feuerbach
VIRBANA PAUL	2651 Highlands Dr	980-9840	Virbana Paul

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PRINTED NAME	ADDRESS	PHONE	SIGNATURE
ERIC BRUSHACK	1800 AUSTIN PKWY #912	980-0796	<i>Eric Brushack</i>
VINCE FERRER	3122 PECAN POINT	980-5381	<i>Vince Ferrer</i>
LURENA R FERRER			<i>Lurena Ferrer</i>
MARK ALBER	1800 AUSTIN PARKWAY #516 SUGARLAND	265-1050	<i>Mark Alber</i>
Lori Mancini	2711 Grants Lake #21	980-4341	<i>Lori Mancini</i>
SAM MANCINI	7222 Bellcove #2803	954-0348	<i>Sam Mancini</i>
Deborah Smalling	2107 Echo Ridge	980-2184	<i>Deborah Smalling</i>
Ann Cypert	2307 Mill Creek Drive	265-0599	<i>Kelly Cypert</i>
MARILYN CLORE	2114 STEAMBOAT RUN	980-8391	<i>Marilyn Clure</i>
Darlene Dobson	923 Mockingbird Way	242-5486	<i>Darlene Dobson</i>
Lydia Chen	1030 Mockingbird Way	491-5762	<i>Lydia Chen</i>
ISHTAR JENNAN	1007 SUGAR LAKE DR.	242-7158	<i>Ishtar J. J.</i>
Jennifer Lenz	3402 Woodmere	980-4791	<i>Jennifer Lenz</i>

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DANE L. HARWEL	3015 RIFLE GAP	980-9145	<i>Dane Harwel</i>
Cheryl Ngo	2122 Echo Ridge	980-4954	<i>Cheryl Lynn Ngo</i>
Virginia Buzo	2202 Mill Creek Dr	980-2168	<i>Virginia Buzo</i>
Jack Cook	2607 Planters Row	980-9591	<i>Jack Cook Jr</i>
Katrina Kirk	1800 Austin Pkwy #913	980-9150	<i>Katrina Kirk</i>
Janice Eckhardt	3403 Cannon Pass Ct.	980-8871	<i>Janice Eckhardt</i>
Kimi Zito	3115 Rifle Gap Ln.	980-3564	<i>Kimi N. Zito</i>
Randy Williams	2430 Planters Row	980-1034	<i>Randy Williams</i>
ED ZOST	903 GOLDENMOOR	4818808	<i>Ed Zost</i>
Colleen Elam	1603 Creekside	980-5291	<i>Colleen Elam</i>
Rose Ifegwu	2611 Quarry Hill	980-3950	<i>Rose Ifegwu</i>
Jonah Ifegwu	2611 Quarry Hill	980-3950	<i>Ifegwu JS</i>
Marcus Lewis	3402 WOODBINE	980-4791	<i>Marcus Lewis</i>

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Amy Marquez	2510 GRANTS LAKE BLVD #106	265-0828	Amy Marquez
JODI SPARKMAN	1727 RANDONS PT	980-2624	Jodi Sparkman
Anne Beatty	2611 Grants Lake #153	980-9875	Anne Beatty
LARIE LAGA	2007 ROSALYN CT	980-3073	Larie Laga
Margaret Thomas	1910 Rocky Creek	980-2627	Margaret Thomas
Steph A Harris	3425 HWY 6 S412101 S.L.	980-1050	Steph A Harris
Aline L. Lamy	2003 Creekshire Dr.	265-0604	Aline L. Lamy
PEGG DODZINSKI	1667 Creekside	980-2697	Pegg Dodzinski
Rashmi Kumar	3018 Pear Point Dr.	980-6292	Rashmi Kumar
Davis Richardson	3102 THE HIGHLANDS	980-5448	Davis Richardson

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PRINTED NAME	ADDRESS	PHONE	SIGNATURE
Barb Booher	2611 Grant Lake	209 980-6912	Barb Booher
R A Booher	2611 Grant Lake	980-6912	R A Booher
Ikhlas Alzarka	2735 Ferry Landing	980-3830	Ikhlas Alzarka
M. A. VANTHLIWALA	1800 AUSTIN PKWY	265-0915	ma venthlwa
Linda Dunn	1919 Straw Field	980-4842	Linda Dunn
Debbie Rothwell	1735 Hodge Stn.	980-7277	Debbie Rothwell
Bonnie Tucker	2722 Raintree	980-3050	Bonnie Tucker

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PHONE

SIGNATURE

Barbara Jackson 1800 Austin Parkway #1415 980-3066 B. Jackson
Paul & Graceli Pascual 2918 Rifle Gap 980-5059 Pascual
Sugarland, TX 77478
YOW-YUH CHEN 1030 MOCKINGBIRD WAY, SUGARLAND TX 77478

LYDIA Y. CHEN

DONNA J. ALLEN

Donna J. Allen 1818 Trinity Station 77478 980-4971 Donna J. Allen

AS PER ORIGINAL

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EPHRAIM FERNANDEZ	3282 PENIT.	980-8095	E Fernandez
Sandy Galford	3318 Pecan Point	980-5929	S. Galford

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PHONE

SIGNATURE

RAY PEREXRA

3522 PECAN POINT 980-6999



19. PRESENTATION OF PROCLAMATION SUPPORTING DRUG FREE "RED RIBBON WEEK" SPONSORED BY FORT BEND TEXANS' WAR ON DRUGS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve proclamation supporting drug free "Red Ribbon Week" October 22-29 sponsored by Fort Bend Texans' War on Drug.

Judge Stavino presented proclamation.

20. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (LANDFILL & FORT BEND COUNTY VS. REGENCY LINCOLN-MERCURY); LAND MATTER (COUNTY ROADS); AND PERSONNEL (PERFORMANCE REVIEW COMMITTEE RECOMMENDATIONS); AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,F,G), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closed Session.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to approve recommendation of County Performance Review Committee as follows:

- 1) One step additional merit and salary adjustment for Michael Graber (Road & Bridge #1)
- 2) An additional one step merit increment for Diane Guest (County Health Dept.)
- 3) Appoint Diana Bezecny (District Clerk's Office) as a replacement for the vacant position on Performance Review Committee.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner O'Shieles absent for vote, it is ordered to authorize amendment of District Attorney's Civil Division 1989 budget by \$4,000.00 for temporary help. Funds to come from Contingency.

21. DISCUSS PROPOSED BUDGET:

Discuss proposed budget for 1990:

The following budgets was discussed:

FM/LR
ROAD & BRIDGE
PROPOSED NEW EMPLOYEES (20.5)
E.M.S.
SHERIFF
LIBRARY
DATA PROCESSING

22. APPROVE BILLS:

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

23. ADJOURNMENT:

Commissioners' Court adjourned at 12:50 p.m. Monday, October 23, 1989.

P R O C L A M A T I O N

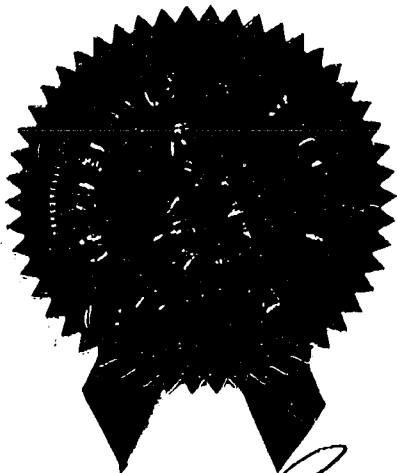
- W H E R E A S, alcohol and other drug use in this nation has reached epidemic stages, and the 15-24 year old age group is dying at a faster rate than any other age group; and
- W H E R E A S, it is imperative that visible, unified prevention education efforts by community members be launched to reduce the demand for drugs; and
- W H E R E A S, The Alliance For Drug Prevention, Fort Bend... A Community In Action (Fort Bend Texans' War on Drugs) is sponsoring the Red Ribbon Campaign offering citizens the opportunity to demonstrate their commitment to drug free lifestyles; and
- W H E R E A S, the National Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week", October 22-29, 1989 and
- W H E R E A S, President George Bush and Mrs. Barbara Bush are the National Honorary Chairmen, and Governor William P. Clements, Jr., and Mrs. Rita Clements of Texas are the State Honorary Chairmen to provide this community focus on a Drug-Free America; and
- W H E R E A S, business, government, law enforcement, schools, religious institutions, service organizations, youth, physicians, senior citizens, military, sports teams, and individuals will demonstrate their commitment to drug-free, healthy lifestyles by wearing and displaying red ribbons this week-long campaign; and
- W H E R E A S, the community of FORT BEND COUNTY further commits its resources to ensure the success of the Red Ribbon Campaign;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of the County of Fort Bend, Texas does hereby support October 22-29, 1989, as

"RED RIBBON WEEK"

and encourages its citizens to participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug free community and also to pledge;
NO MORE DRUGS.

IN WITNESS WHEREOF, we have hereunto set our hand and have caused the Official Seal of the County of Fort Bend to be affixed this ____ day of October, 1989.



Jodie E. Stavinocha
JODIE E. STAVINOCHA
COUNTY JUDGE

Bud Shieles
R. L. "BUD" SHIELES
COMMISSIONER, PRECINCT 1

Ben Denham
BEN DENHAM
COMMISSIONER, PRECINCT 2

Alton Pressley
ALTON PRESSLEY
COMMISSIONER PRECINCT 3

Bob Lutts
BOB LUTTS
COMMISSIONER PRECINCT 4

TO: Commissioner's Court
 Judge Stavinoha
 Commissioner O'Shieles
 Commissioner Denham
 Commissioner Pressley
 Commissioner Lutts

FROM: Bill Thomas, representing the
 Performance Review Committee

DATE: Oct. 19, 1989

Approved 10/23/89

SUBJECT: Recommendations passed by Performance Review Committee - for
 Commissioner's Court consideration

The Performance Review Committee salary group members met Oct. 12, and considered requests for salary movements in excess of one step. These recommendations are presented for Commissioner's Court consideration.

Additionally the Committee voted to recommend Commissioner's Court consider a specific individual to replace a vacated position on the committee.

Requests to the Committee members and recommendations to Commissioner's Court are as follows:

Road & Bridge - Precinct 1 Simon Castillo, and William Harris, in positions of Light Equipment Operator I, are requested by the Precinct to be moved one additional step in merit, as was Michael Graber, Mechanic I. The Performance Review Committee recommended no merit actions on Castillo and Harris, but suggested the department review the two employees to determine if they should be reclassified in view of the job duties they have now assumed. Accordingly, no actions are requested of Commissioner's Court for Castillo and Harris.

- ① The Performance Review Committee is recommending a 1 step additional merit and salary adjustment for Michael Graber (Rd & Bridge - Pct. 1) to award excellent performance and achieve a closer equity with other performing at the same levels. *mch I 7.2-73*

Justice of Peace Pct. 2, Pl. 1 - Dorthy Money, Clerk II and Mary Salais, Clerk III are requested by the J.P. to be provided an additional merit step on the basis of performance and comparison with other similar positions. The Review Committee recommends a step increment on Salais, however the J.P. wishes to present additional information to the Committee prior to Commissioner's Court disposition - thus no actions are requested for the J.P. at this time.

Fort Bend County Health Department - Diane Guest, Secretary is requested a 1 step additional merit due to excellent performance in a broad range of responsibility. She is currently being trained for an Administrative Secretary Position in the Department at some undetermined future date.

Page 2

Performance Review Review Committee Recommendations

- Chk II to Sect*
- ② The Performance Review Committee recommends an additional 1 step merit increment for Diane Guest. (County Health Department)

We've been assured by all departments noted above, that there's monies still available in their budget to accommodate the above requests.

The Review Committee considered recommending a replacement for Elaine Nowak, a prior employee who was a voting member on salary issues. Employees considered by the committee were Barbara Legendre, from the Extension Service Office, and Diana Bezecny, from the District Clerk's Office.

- ③ The Performance Review Committee recommends Diana Bezecny (from District Clerk's Office) for Commissioner's Court consideration as a replacement for the vacant position on the Performance Review Committee.

BT:

Bill Houn

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

On this the 23 day of October, 1989 at a _____
Session of the Commissioners Court with the following present:

- County Judge
- Commissioner, Precinct 1
- Commissioner, Precinct 2
- Commissioner, Precinct 3
- Commissioner, Precinct 4

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Now, therefore, be it resolved upon the motion of Commissioner
_____, Seconded by Commissioner _____,
duly put and carried, it is ordered that the bills be approved as presented
by Robert Grayless, County Auditor.

***** APPROVED *****

[Signature]
County Auditor

Date: _____
Time Reconvened: _____
Time Adjourned or Recessed: _____

OPEN BIDS
MONDAY, OCTOBER 30, 1989
11:00 a.m.

OPEN BIDS FOR NEW PICKUP TRUCKS #89-081:

The following bids were presented for review:

- 1) Joe Grillo Oldsmobile-Dodge

OPEN BIDS FOR ONE (1) OR MORE NEW HEAVY DUTY EXCAVATING MACHINE #89-082:

The following bids were presented for review:

- 1) Hi-Way Equipment Co, Inc.
- 2) AIS Continental
- 3) Waukesha-Pearce Industries

OPEN BIDS FOR ONE (1) OR MORE NEW POLICE PACKAGE VEHICLES #89-083:

The following bids were presented for review:

- 1) A. C. Collins Ford, Inc.
- 2) Knapp Chevrolet, Inc.
- 3) Mort Hall Ford
- 4) Regency Ford
- 5) Charlie Thomas Ford

OPEN BIDS FOR ANNUAL CONTRACT FOR MILK, JAIL AND JUVENILE DETENTION #90-001:

The following bids were presented for review:

- 1) Schepps Dairy
- 2) Dairy Distributing Co.

OPEN BIDS FOR ANNUAL CONTRACT FOR BREAD, JAIL AND JUVENILE DETENTION #90-002:

The following bids were presented for review:

- 1) Rainbow Baking Co. of Houston
- 2) Schott's Bakery, Inc.

OPEN BIDS FOR ANNUAL CONTRACT FOR FOOD, JAIL AND JUVENILE DETENTION #90-003:

The following bids were presented for review:

- 1) Brenham Wholesale Grocery Co., Inc.
- 2) Centro American Coffee Corp.,
- 3) Diaha Meat Company
- 4) Diezi's Wholesale Meat Co.
- 5) Glazier Foods Co.
- 6) Petheriotes Bros. Coffee Co.
- 7) White Swan, Inc.

ONE (1) OR MORE NEW PICKUP TRUCKS. BID NUMBER 89-081

40 0113

COMPANY

A.C. COLLINS FORD, INC.

BARRETT WHITE GMC TRUCKS

BECK & MASTEN PONTIAC-GMC, INC.

CHAMPION CHRYSLER PLYMOUTH, INC.

CHUCK RATHERT CHEV.

DEMONTROND TRUCK CENTER

EAST BERNARD FORD, INC.

EXCELLANCE INCORPORATED

FRANK GILLMAN PONTIAC CO.

HELFMAN FORD

JACK ROACH FORD, INC.

JOE GRILLO OLDSMOBILE-DODGE ✓ 10,958.65

JOHNSON AND ROACH TRACTOR CO.

KNAPP CHEVROLET, INC.

LAWRENCE MARSHAL CHEV-OLDS

LES MARKS CHEVROLET MAZDA

MORT HALL FORD

NORTHWEST FORD MERCURY DBA MARSHALL FORD

TEXSTAR CHEVRLOET

UNIVERSAL FORD SALES, INC.

WEST SIDE AUTO SALES

WESTWAY FORD, INC.

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'070'\$CATEGORY

40

0114

VENDOR NAME =====	BID PRICE =====
A.C. COLLINS FORD, INC.	_____
A.J. FOYT CHEVROLET	_____
BARRETT WHITE GMC	_____
BECK AND MASTEN GMC TRUCKS	_____
BOB MARCO BUICK-GMC-MAZDA	_____
BOB ROBERTSON CHEVROLET	_____
CHAMPION CHRYSLER PLYMOUTH	_____
CHUCK DAVIS CHEVROLET	_____
CHUCK MILLER FORD, INC.	_____
DAN BOONE CHEVROLET	_____
DOUG RUSSELL CHEVROLET, INC.	_____
DUB MILLER FORD, INC.	_____
EAST BERNARD FORD, INC.	_____
FRANK GILLMAN GMC	_____
GALLERIA AREA FORD, INC.	_____
GILMAN DODGE	_____
GOODSON GMC	_____
HALL CHEVROLET, INC.	_____
HELFMAN FORD	_____
HUBENAK CHEVROLET/PONTIAC	_____
HUBENAK 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.	_____
LAROCHE CHEVROLET-CADILLAC	_____
LAWRENCE MARSHALL CHEV-OLDS	_____
LES MARKES CHEVROLET	_____
MACK HAIK PEACOCK CHEVROLET	_____
MAJOR FLEET & LEASING CORP.	_____
MARSHALL FORD-MERCURY	_____
MICKEY BATSON GMC	_____
MILLER CHEVROLET	_____
MORT HALL FORD, INC.	_____
NOBLE PONTIAC GMC	_____
REGENCY CHEVROLET	_____
RICHARDSON CHEVROLET	_____
RUSSELL AND SMITH FORD	_____
RUSSELL BROS. OF TEXAS	_____
SOUTHWEST LINCOLN-MERCURY, INC	_____
UNIVERSAL FORD SALES, INC.	_____
WESTWAY FORD, INC.	_____

ONE (1) OR MORE NEW HEAVY DUTY EXCAVATING MACHINE. BID NUMBER 89-082.

COMPANY

AFFOLTER CONTRACTING CO., INC.

AG-CON EQUIPMENT, INC.

ALVIN EQUIPMENT CO., INC.

BADO EQUIPMENT CO., INC.

BEDORD SERVICES CO., INC.

BOETTCHER-HLAVINKA CO.

BOMAG U.S.A., INC.

BROOKSIDE EQUIPMENT SALES, INC.

C. JIM STEWART & STEVENSON, INC.

C.J. STEWART & STEVENSON, INC.

CONLEY-LOTT NICHOLS MACHINERY COMPANY

E.L. LESTER & COMPANY, INC.

EAGLE LAKE IMPLEMENT CO., INC.

FLEX-O-LITE, INC.

GAEDCKE EQUIPMENT CO.

GRACE EQUIPMENT CO.

GULF MACHINERY CO., INC.

HERTZ EQUIPMENT RENTAL CORP.

HI-WAY EQUIPMENT CO., INC. ✓ 155,794. 18,000 TRAD-IN

HOUSTON HEAVY EQUIPMENT, INC.

HUNTER WELDING AND CONSTRUCTION, INC.

INGERSOLL-RAND EQUIPMENT SALES

J.I. CASE CO., DBA CASE POWER & EQUIPMENT

J.I. CASE COMPANY DBA CASE POWER & EQUIPMENT

J.W. FALTISEK PAVING CONTRACTORS, INC.

LONE STAR RENTALS, INC.

MASTER CONTRACTORS, INC.

AI S Continental ✓

ONE (1) OR MORE NEW HEAVY DUTY EXCAVATING MACHINE. BID NUMBER 89-082.

COMPANY

MASTER SWEEP MAINT & SUPPLY CORP.

MLS ASSOCIATES

MUSTANG TRACTOR & EQUIPMENT CO.

POWERSCREEN TEXAS, INC.

PRECO MACHINERY SALES, INC.

R.B. EVERETT & CO.

ROMCO, INC.

ROSENBERG FORD TRACTOR

SAFETY LIGHTS COMPANY

SOUTH TEXAS EQUIPMENT CO., INC.

STEWART AND STEVENSON SERVICES, INC.

THE R.J. MILLER CO., INC.

WAUKESHA-PEARCE INDUSTRIES, INC. ✓

TWO(2)

~~ONE (1)~~ OR MORE NEW POLICE PACKAGE VEHICLES. BID NUMBER 89-083

40

0117

COMPANY

A.C. COLLINS FORD, INC. ✓ *14,016*

BARRETT WHITE GMC TRUCKS

BECK & MASTEN PONTIAC-GMC, INC.

CHAMPION CHRYSLER PLYMOUTH, INC.

CHUCK RATHERT CHEV.

DEMONTROND TRUCK CENTER

EAST BERNARD FORD, INC.

EXCELLANCE INCORPORATED

FRANK GILLMAN PONTIAC CO.

HELFMAN FORD

JACK ROACH FORD, INC.

JOE GRILLO OLDSMOBILE-DODGE

JOHNSON AND ROACH TRACTOR CO.

KNAPP CHEVROLET, INC. ✓ *14,456*

LAWRENCE MARSHAL CHEV-OLDS

LES MARKS CHEVROLET MAZDA

MORT HALL FORD ✓ *14,425*

NORTHWEST FORD MERCURY DBA MARSHALL FORD

TEXSTAR CHEVRLOET

UNIVERSAL FORD SALES, INC.

WEST SIDE AUTO SALES

WESTWAY FORD, INC.

Regency Ford 16,500

Charlie Thomas Ford

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'070'\$CATEGORY

40 0118

VENDOR NAME	BID PRICE
=====	=====
A.C. COLLINS FORD, INC.	_____
A.J. FOYT CHEVROLET	_____
BARRETT WHITE GMC	_____
BECK AND MASTEN GMC TRUCKS	_____
BOB MARCO BUICK-GMC-MAZDA	_____
BOB ROBERTSON CHEVROLET	_____
CHAMPION CHRYSLER PLYMOUTH	_____
CHUCK DAVIS CHEVROLET	_____
CHUCK MILLER FORD, INC.	_____
DAN BOONE CHEVROLET	_____
DOUG RUSSELL CHEVROLET, INC.	_____
DUB MILLER FORD, INC.	_____
EAST BERNARD FORD, INC.	_____
FRANK GILLMAN GMC	_____
GALLERIA AREA FORD, INC.	_____
GILMAN DODGE	_____
GOODSON GMC	_____
HALL CHEVROLET, INC.	_____
HELFMAN FORD	_____
HUBENAK CHEVROLET/PONTIAC	_____
HUBENAK 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.	_____
LAROCHE CHEVROLET-CADILLAC	_____
LAWRENCE MARSHALL CHEV-OLDS	_____
LES MARKES CHEVROLET	_____
MACK HAIK PEACOCK CHEVROLET	_____
MAJOR FLEET & LEASING CORP.	_____
MARSHALL FORD-MERCURY	_____
MICKEY BATSON GMC	_____
MILLER CHEVROLET	_____
MORT HALL FORD, INC.	_____
NOBLE PONTIAC GMC	_____
REGENCY CHEVROLET	_____
RICHARDSON CHEVROLET	_____
RUSSELL AND SMITH FORD	_____
RUSSELL BROS. OF TEXAS	_____
SOUTHWEST LINCOLN-MERCURY, INC	_____
UNIVERSAL FORD SALES, INC.	_____
WESTWAY FORD, INC.	_____

COMPANY

BID SOURCE, INC.

DAIRY PRODUCTS, INC.

DIAHA MEAT COMPANY

GLAZIER FOODS CO.

L.R. KERSTEN DISTRIBUTOR

MAPELLI BROTHER'S CO.

OAK FARMS, INC.

SCHEPPS DAIRY ✓

WHITE SWAN, INC.

Dairy Distributing Co. ✓

COMPANY

40

0120

BID SOURCE, INC.

GLAZIER FOODS CO.

RAINBOW BAKING COMPANY OF HOUSTON ✓

SCHOTT'S BAKERY, INC. ✓

SERVICE BROKERAGE COMPANY OF HOUSTON

WHITE SWAN, INC.

COMPANY

40 0121

AMERICAN CHEF OF TEXAS, INC.

BID SOURCE, INC.

BRENHAM WHOLESALE GROCERY CO., INC. ✓

CAIN'S COFFEE CO.

CENTRO AMERICAN COFFEE CORP. ✓

DIAHA MEAT COMPANY ✓

DIEZI'S WHOLESALE MEAT CO., INC. ✓

GLAZIER FOODS CO. ✓

KAY MEAT CO.

MAPELLI BROTHER'S CO.

MILT RAY FOOD SERVICES

PETHERIOTES BROS. COFFEE CO. ✓

SERVICE BROKERAGE COMPANY OF HOUSTON

SUNBELT BEVERAGE SERVICE

WHITE SWAN, INC. ✓

INSTITUTION SALES

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.

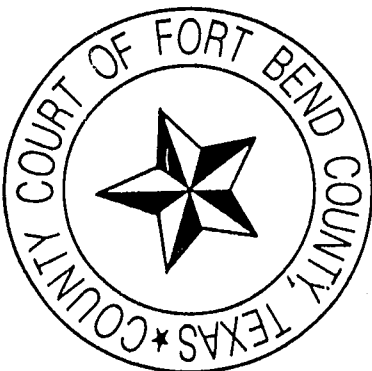
COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 2, 1990.

STARTING WITH
FILM CODE NO. 90 vol.40 vol.0002

ENDING WITH
FILM CODE NO. 90vol.40 pg.0121

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 2
DAY OF JANUARY, 19 90.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 0124.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, NOVEMBER 6, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of October 23, 1989.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Approve service/maintenance agreements on County equipment.
6. Adopt amended guidelines & criteria for granting tax abatement in reinvestment zones.
7. Approve bills for Fort Bend Flood Control Water Supply Corp.
8. Consider approval of requests for waivers of tax penalties & interest.
9. Mr. Dennis McAfee, Chief Juvenile Probation Officer, re: request to transfer funds from Juvenile Probation-Salaries to Capital Outlay, Permanent Improvements for Phase 4 of renovation project.
10. Approve over \$500 tax refunds.
11. Consider approval of reserve deputy Sterling Ross, along with bond & oath, for Pct. 2 Constable.
12. Consider approval of interlocal agreement with Matagorda County for the housing of juveniles.
13. Consider approval of agreements between Fort Bend County and the cities of Thompsons and Kendleton to coordinate Emergency Management Programs.
14. Consider authorizing study by the Drainage District on Turkey Creek TT-A-2 (laterals) in Pcts. 1 & 2.
15. Accept for record changes in presiding judges, alternates & polling places.
16. Consider accepting fee officers' monthly reports.
17. Consider amending budget in Pct. 2 Road & Bridge.
18. Consider application from Southwestern Bell Telephone to lay cable under Westheimer Parkway, Pct. 3.
19. Consider application from R. H. Dugan Enterprises Inc. for driveway tie-ins onto Williams Trace Blvd., Pct. 4.
20. Consider application from G.T.E. Southwest Inc. to lay cable along Virginia Dr., Pct. 2.
21. Consider releasing maintenance bond to Southwest Retail Fishing project for work completed in the R.O.W. of Middle Bayou, Pct. 1.
22. Consider accepting drainage easement from James E. Stephenson, Pct. 1.
23. Consider taking action on expiring letter of credit #85-14 for Village of Oak Lake, Pct. 3.
24. Consider cancelling flex-plan contract as of 12-31-89 and advertise for bids for flex-plan administration for 1990.
25. Accept notification from County Purchasing Agent and find that it is impractical to prepare detailed specifications for billing services for indigent health care.
26. VOID
27. Accept or reject the following bids: (1) One or more new pickup trucks (#89-081); (2) One or more new excavating & grading machine (#89-082).

28. Consider approval of Contract for Services between Fort Bend County and Fort Bend Regional Council on Alcoholism & Drug Abuse.
29. Consider amending budget in Rural Fire Call Fund.
30. Meet in Closed Session to discuss litigation (landfill matter) and personnel matters (grievance hearings), as authorized by Art. 6252-17, Sec. 2(e,g), V.T.C.S., and consider taking action.

30.A ADDENDUM

31. Discuss and consider proposed 1990 budget.
32. 1:30 p.m. - Open and consider bids for the following: (1) Photographic supplies for Sheriff Dept. (#90-004); (2) Uniforms, leather goods & hats for Sheriff Dept. (#90-005); (3) Janitorial supplies (#90-006); (4) Paper & plastic products (#90-007); (5) Mowing of right-of-ways (#90-008).

33. Approve bills.

- ~~34.~~ Adjournment.

FILED FOR RECORD

TIME 2:20 P.M.

NOV 2 1989

Dinae Wilson
County Clerk Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, November 2, 1989 at 2:25 p.m. by Dinae Wilson.

EMERGENCY ADDENDUM TO AGENDA
OF MONDAY, NOVEMBER 6, 1989

FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS

The following item should be added to the Commissioners Court agenda of Monday, November 6th, to be considered after 11:00 o'clock a.m.:

- * 30 MEET IN CLOSED SESSION TO DISCUSS PERSONNEL (SHERIFF'S DEPT.)
AS AUTHORIZED BY ART. 6252-17, SEC. 2(g), V.T.C.S., AND
CONSIDER TAKING ACTION.

The fact that the subject matter of said addendum is urgently needed for the best interests of said County makes it an emergency or urgent public necessity that said addendum be considered.

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

NOV 6 1989

Dianne Wilson
County Clerk Fort Bend Co., Tex

Jodie E. Stavinocha
Jodie E. Stavinocha, County Judge

Addendum to agenda was posted at County Courthouse & Jane Long Annex, Richmond, Texas on Monday, November 6, 1989, at 9:00 a.m. by

Norma Landry

REGULAR SESSION

BE IT REMEMBERED That on this 6TH day of NOVEMBER, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

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

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

The Court paused for a moment to remember Sheriff Gus George who died November 4, 1989.

1. APPROVE MINUTES OF MEETING OF OCTOBER 23, 1989:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of October 23, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve line item transfers in budgets 328TH DISTRICT COURT, COUNTY ENGINEER, JUVENILE PROBATION, SHERIFF, CONSTABLE #1, DISTRICT CLERK, DATA PROCESSING, BLDG. MAINTENANCE, ROAD & BRIDGE #1 & #3, FM/LR #1, ANIMAL CONTROL, PERSONNEL & COUNTY EXTENSION. (Recorded in minutes in full)

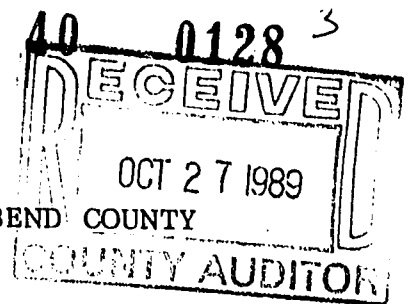
4. APPROVE OUT-OF-TOWN TRAVEL REQUESTS FOR COUNTY PERSONNEL:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out of town travel requests for COUNTY JUDGE, COMMISSIONER PRECINCT #2 & #3, SHERIFF, DISTRICT ATTORNEY, EMERGENCY MANAGEMENT, COUNTY COURT AT LAW #2, JUSTICE OF THE PEACE #4 and COUNTY CLERK. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS ON COUNTY EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve maintenance agreement with Pitney Bowes (County Clerk) and Beta Distributors (Library). (Recorded in minutes in full)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989



On this the 6th day of November, 1989, at a regular
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1050 0032 0200 Salaries & Labor	116,291.00	111,391.00	(4,900.00)
1050 0032 0700 Transportation & Travel	22,500.00	17,500.00	(5,000.00)
1050 0032 0701 Conferences	2,535.00	2,945.00	410.00
1050 0032 1010 Property & Equipment	11,082.00	17,282.00	6,200.00
1050 0032 2070 Repairs to Building	0	4,900.00	4,900.00
1050 0032 4010 Fees & Services	4,224.00	2,614.00	(1,610.00)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: _____

DEPARTMENT HEAD: _____

P. Johnnie Cooper -- County Extension Agent

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 6th day of November, 1989, at a
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>1050-0004-4010</u>	<u>19,100.00</u>	<u>16,500.00</u>	<u>(2,600.00)</u>
<u>1050-0004-0201</u>	<u>5,500.00</u>	<u>7,500.00</u>	<u>2,000.00</u>
<u>1050-0004-1010</u>	<u>16,990.00</u>	<u>17,590.00</u>	<u>600.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 11-1-89

DEPARTMENT HEAD: Gloria Kettler

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
County Judge

Ben Denham
Commissioner Pct 2

R.L. O'Shieles
Commissioner Pct 1

Alton Pressley
Commissioner Pct 3

Bob Lutts
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT PERSONNEL	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Transportation and Travel 10 50 0007 0700	2650.00	2400.00	-250.00
Fees and Services 10 50 0007 4010	9375.00	8075.00	-1300.00
Office Supplies 10 50 0007 1062	9100.00	10650.00	+ 1550.00

DATE: October 26, 1989

DEPARTMENT HEAD: Richard Selles

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha
County Judge

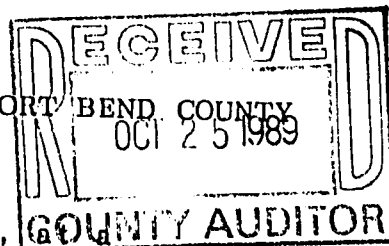
Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989



On this the _____ day of _____, 1989,
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE (DECREASE)
	FROM	TO	
3020 Rentals	\$ 939.26	\$ 439.26	(\$ 500.00)
0701 Conference / Semi.	\$ 361.08	\$ 211.08	(\$ 150.00)
4011 Uniforms	93.96	743.96	650.00

DATE: 10/25/89

DEPARTMENT HEAD: J. L. Diny Gasta

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha,
County Judge

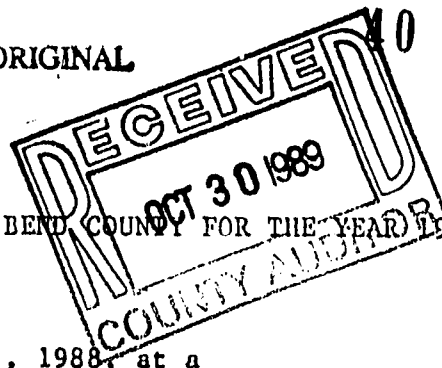
Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1988



On this the _____ day of _____, 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-wit:

THAT WHEREAS, theretofore, on October 12, 1987, the Court heard and approved a budget for the year 1988 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1988, adopted October 12, 1987.

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

AYES: _____

NAYES: _____

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

DEPT.	ORIGINAL BUDGETED AMOUNTS	INCREASE
LINE ITEM	FROM	TO
Animal Control 37		
Property & Equip. 1010	39,500.00	39,170.00
Fees & Services 4010	4,000.00	4,330.00
Utilities 2000	12,000.00	10,000.00
Uniforms 4011	2,500.00	1,700.00
Kennel/Supplies 4014	10,700.00	13,500.00

DATE: 10-30-89

DEPARTMENT HEAD: Cindi Reeves

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

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 6th day of November, 1989, at a Regular
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>R&B Pct #1</u>			
0801-0047-4010 Fees & Services	40,000.00	39,600.00	[400.00]
0801-0047-1062 Office Supplies	3,000.00	3,400.00	+ 400.00
<u>FM-LR Pct #1</u>			
1205-0061-4010 Fees & Services	40,000.00	30,000.00	[10,000.00]
1205-0061-7006 Tires & Tubes	10,000.00	16,000.00	+ 6,000.00
1205-0061-9020 Herbicides	20,000.00	24,000.00	+ 4,000.00

DATE: October 30, 1989

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha,
County Judge

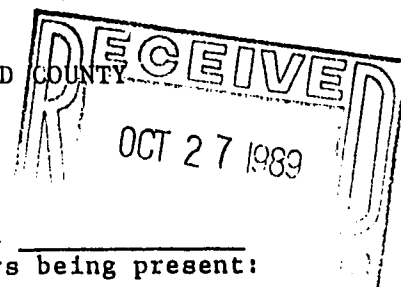
R.L. O'Shieles,
Commissioner Pct 1

Ben Denham,
Commissioner Pct 2

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989



On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

NOW, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE (DECREASE)
	FROM	TO	
<u>1050 0008 1062</u> (Line Item)	<u>700</u>	<u>750</u>	<u>50</u>
<u>1050 0008 4010</u>	<u>132,200</u>	<u>132,650</u>	<u><507</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 10-27-89

DEPARTMENT HEAD: George Beum

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a
Session of the Commissioner's Court, the following members being
present

Jodie Stavinocha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>Sheriff</u>			
10 50 0027 6026 Radios	12,600.00	10,798.30	(1,801.70)
10 50 0027 1010 Property/Equip.	22,136.00	23,937.70	1,801.70

DATE: October 31, 1989

DEPARTMENT HEAD: Gus George

THE COUNTY OF FORT BEND Gus George, Sheriff

BY: Jodie Stavinocha
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
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 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Juv. Prob. - Rentals			
10-50-0018-3020	\$2277.38	\$1277.38	(\$1000.00)
Juv. Prob. - Fees & Serv.			
10-50-0018-4010	\$2412.81	\$3412.81	\$1000.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: October 31, 1989

DEPARTMENT HEAD: _____

Dennis A. McAfee
Dennis A. McAfee

THE COUNTY OF FORT BEND

BY: _____

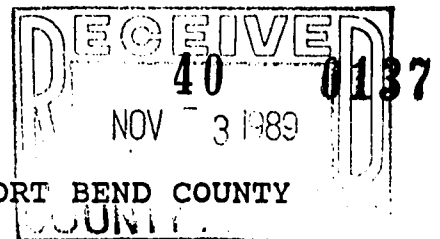
Jodie Stavinoha
Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4



IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 6th day of November, 1989, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha	- County Judge
R.L. "Bud" O'Shieles	- Commissioner Precinct #1
Ben Denham	- Commissioner Precinct #2
Alton Pressley	- Commissioner Precinct #3
Bob Lutts	- Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE (DECREASE)
	FROM	TO	
Line Item			
1050-0043-1020(Rpr. to Equip.)	\$1,500.00	\$1,300.00	\$200.00 (Decrease)
1050-0043-1062(Ofc. Supplies)	\$6,000.00	\$6,200.00	\$200.00 (Increase)

DATE: _____

DEPARTMENT HEAD: Ronald Aschenberg

THE COUNTY OF FORT BEND.

BY: Jodie Stavinocha
Jodie Stavinocha, County Judge

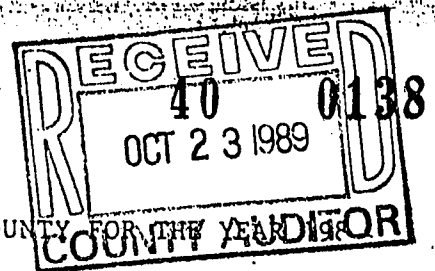
Ben Denham, Commissioner Pct. #2

R.L. "Bud" O'Shieles, Commissioner
Precinct #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

AS-PER ORIGINAL



IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 1988

On this the _____ day of _____, 1988, 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 15, 1987, the Court heard and approved a budget for the year 1988, 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 1988, adopted November 15, 1987.

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

AYES: _____

NAYES: _____

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

328th District Court	DEPT.	FROM	TO	INCREASE (DECREASE)
Conferences/Seminars/Training	0701	927.78	427.78	(500.00)
Property and Equipment	1010	1000.00	-0-	(1000.00)
Fees and Services	4010	-635.07	864.93	1500.00

DATE: 10/19/89

DEPT. HEAD

THE COUNTY OF FORT BEND

BY:

JODIE STAVINOKA, 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 1989

On this the _____ day of _____, 1989, at a
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Rentals - 3020	178,627	161,127	(17,500)
Office Supplies - 1062	53,000	63,000	10,000
Fees & Services - 4010	181,630	189,130	7,500
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: November 2, 1989

DEPARTMENT HEAD: Charles W. Miller *Charles W. Miller* 10/21/89

THE COUNTY OF FORT BEND

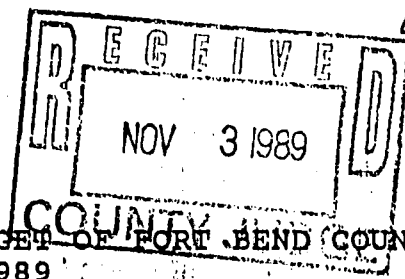
BY: *J. Stavinoha*
Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4



40 0140
AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 6th day of November, 1989, at a Regular
Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- R.L."Bud" O'Shields - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE (DECREASE)
	FROM	TO	
0049-FBC Pct. 3 R & B			
Line Item			
Building repairs - 7012	10,000.00	6,810.00	(3,190.00)
Tires & Tubes - 7006	15,000.00	10,000.00	(5,000.00)
Repairs & Parts - 7007	65,000.00	73,190.00	8,190.00

DATE: November 2, 1989

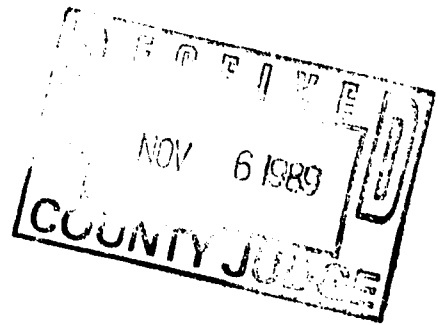
DEPARTMENT HEAD: Alton B. Pressley
Commissioner - Pct. #3

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha, County Judge Ben Denham, Commissioner Pct.#2
R.L."Bud" O'Shields, Commissioner Precinct #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:

Debbie Gurecky

Carol Boettcher

Period: Date of Departure November 15, 1989

Date of Return November 17, 1989

Purpose of Trip: Attending District & County Attorneys Association's "Key Personnel Seminar"

Places to be Visited: Austin, Texas

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

Dianne Wilson
Name

County Clerk
Title

10-20-89
Date

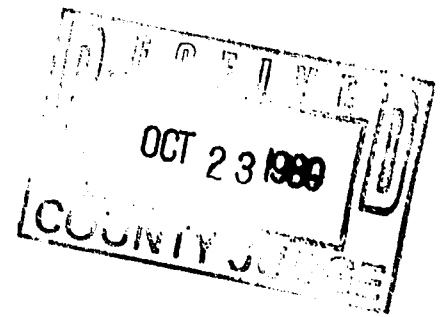
Approved: Commissioners' Court

[Signature]
County Judge

[Signature]
Date

COUNTY OF FORT BEND

Travel Authorization



TO: COMMISSIONERS' COURT

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

LARRY D. WAGENBACH

Period: Date of Departure November 8, 1989

Date of Return November 10, 1989

Purpose of Trip: Fifth Circuit Appellate Practice and Advocacy Seminar

Places to be Visited: New Orleans, Louisiana

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

[Signature]
Name

Criminal District Attorney

Date

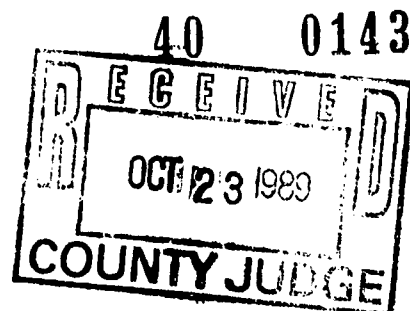
Title

Approved: Commissioners' Court

[Signature]
County Judge

11/6/89
Date

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Angel Gonzales
Mike Robinson

DATE OF DEPARTURE: November 13, 1989

DATE OF RETURN: November ~~XX~~ 14, 1989

DESTINATION: Houston

PURPOSE OF TRIP: ~~XXXXXX~~ Attend Public Works Training Seminar

MODE OF TRANSPORTATION: County vehicle

Alton B. Pressley
DEPARTMENT HEAD APPROVAL: Fort Bend County Pct. #3 - Road & Bridge
Name & Department
DATE: Oct 20, 1989 Alton B. Pressley
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Starvin
Date 11/6/89

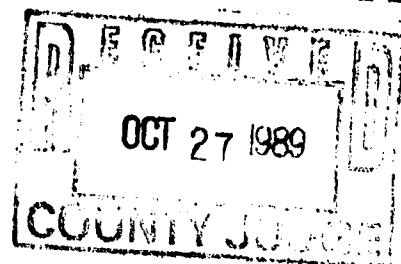
(Emergency Approval: _____ Date [Signature])

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department



COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Patricia H. Prater

Period: Date of Departure November 6, 1989

Date of Return November 6, 1989

Purpose of Trip: Workshop, on dealing with upset citizens and the public

Places to be Visited: Stuffer Hotel xxxxxxxx Wyndham Greenspoint

Wyndham Greenspoint, 12400 Greenspoint Dr. Hou. Tx.

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

James C. Adolphus
Name

10-26-89
Date

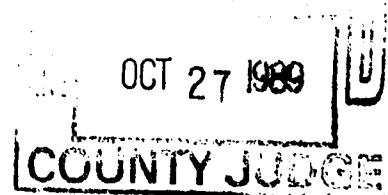
Judge James C. Adolphus
Title

Approved: Commissioners' Court

J. Adolphus
County Judge

11/6/89
Date

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:

Hortencia Garcia

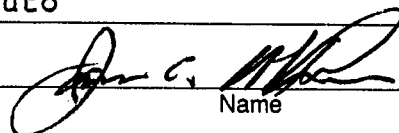
Period: Date of Departure Nov. 8, 1989

Date of Return Nov. 8, 1989

Purpose of Trip: Workshop, on Dealing with upset citizens and the public

Places to be Visited: Stouffer Hotel, 6 Greenway Plaza East

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


Name

1026-89
Date

Judge James C. Adolphus
Title

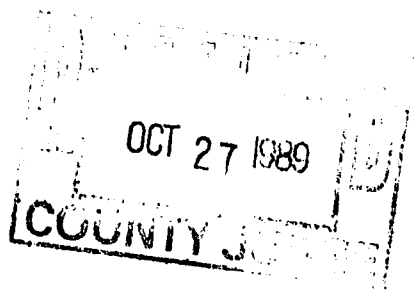
Approved: Commissioners' Court

County Judge

Date

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:

Fakhrezaman Lindsey

Period: Date of Departure Nov. 8, 1989

Date of Return Nov. 8, 1989

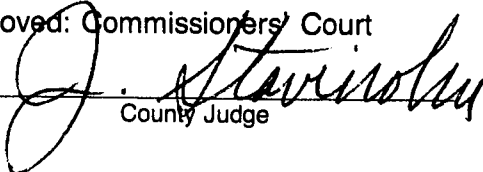
Purpose of Trip: Workshop, on dealing with upset citizens
and the public

Places to be Visited: Stuffer Hotel, 6 Greenway Plaza East, Hou. Tx.

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


Name

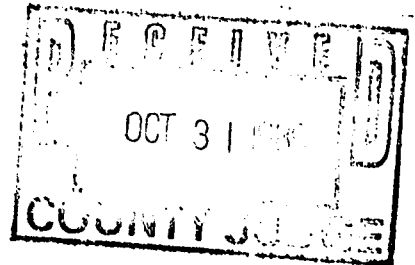
10-26-89 Judge James C. Adolphus
Date Title

Approved: Commissioners' Court

County Judge

11/6/89
Date

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 0147



TO: COMMISSIONERS COURT

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

Judge Walter S. McMeans

DATE OF DEPARTURE: November 15, 1989

DATE OF RETURN: November 18, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Advanced Evidence and Discovery Course

MODE OF TRANSPORTATION: Personal Automobile

DEPARTMENT HEAD APPROVAL: County Court at Law No. Two
Name & Department

DATE: 10-30-89

Walter S. McMeans
Signature Walter S. McMeans

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

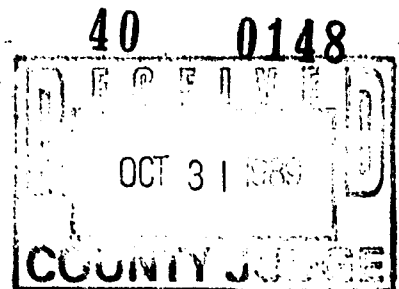
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Mel Speed

DATE OF DEPARTURE: November 7, 1989

DATE OF RETURN: November 11, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Atten Division of Emergency Management Class

MODE OF TRANSPORTATION: Personal Vehicle

DEPARTMENT HEAD APPROVAL: Mel Speed, Coordinator
Name & Department

DATE: 10-25-89

Mel Speed
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Starinich

Date 11/6/89

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

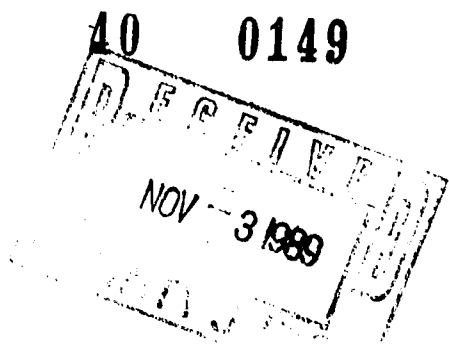
CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expenses

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 0149



TO: COMMISSIONERS COURT

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

Alton B. Pressley

Tim Hazelrig

DATE OF DEPARTURE: 11-9-89

DATE OF RETURN: 11-9-89

DESTINATION: Georgetown, Texas

PURPOSE OF TRIP: Review county jail

MODE OF TRANSPORTATION: Personal Auto

DEPARTMENT HEAD APPROVAL: R & B Pct. #3
Name & Department

DATE: 11-3-89

Signature

Alton B. Pressley

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____)

Date _____

WHITE COPY - Commissioners Court Copy

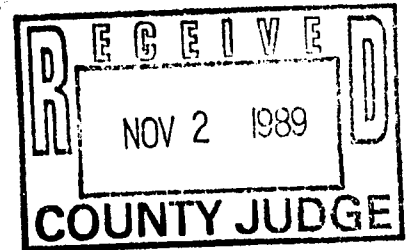
CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

COUNTY OF FORT BEND

Travel Authorization



TO: COMMISSIONERS' COURT

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

Sergeant K.C. Brady

Period: Date of Departure 12/10/89 P.M.
Date of Return 12/13/89 P.M.

Purpose of Trip: To attend an Advanced Narcotics Investigation Seminar

Places to be Visited: San Antonio, Texas

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

Joe George
Name

11/1/89

Sheriff

Date

Title

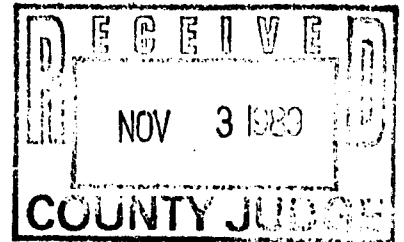
Approved: Commissioners' Court

J. Strickland
County Judge

11/1/89
Date

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 0151



TO: COMMISSIONERS COURT

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

Tim Hazelrig

Bobby Hughes

DATE OF DEPARTURE: November 13th, 1989

DATE OF RETURN: November 15th, 1989

DESTINATION: San Antonio, Texas

PURPOSE OF TRIP: Southwest Workshop for Traffic Safety

MODE OF TRANSPORTATION: County Vehicle

DEPARTMENT HEAD APPROVAL: Road and ~~XXXXXX~~ Bridge ~~XXXX~~.Pct. #3
Name & Department

DATE: 11-3-89

Signature

Alton B. Pressley

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

Jodie E. Stavinocha

DATE OF DEPARTURE: November 9, 1989

DATE OF RETURN: November 10, 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Bureau of Solid Waste Management Meeting

MODE OF TRANSPORTATION: Personal auto

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

DATE: November 3, 1989

Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinocha

Date 11/16/89

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

Commissioner Ben G. Denham

DATE OF DEPARTURE: October 15, 1989

DATE OF RETURN: October 18, 1989

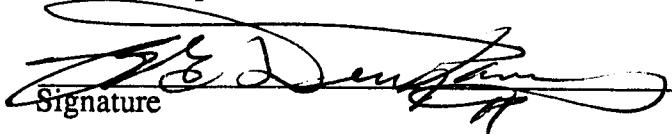
DESTINATION: Houston, Texas

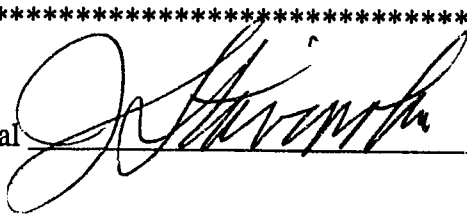
PURPOSE OF TRIP: Annual Conference Texas Assn. Co. Judges & Commissioners

MODE OF TRANSPORTATION: Personal vehicle

DEPARTMENT HEAD APPROVAL: Ben G. Denham, Commissioner Pct. 2
Name & Department

DATE: _____


Signature

APPROVED COMMISSIONERS COURT: Presiding Official 

Date 11/6

(Emergency Approval: _____ Date _____)



EQUIPMENT MAINTENANCE INVOICE

AS PER ORIGINAL

PAGE 1

AGENDA ITEM 5

0154

ACCOUNT NUMBER: 0046-1565-00-4
INVOICE NUMBER: 687202
INVOICE DATE: 11/01/89
P.O. #:

TOTAL AMOUNT DUE: \$ 113.00
TERMS: NET 30 DAYS

PLEASE DIRECT INQUIRIES TO:

PO BOX 27711
HOUSTON TX 77027-4413

CALL: (800)888-1039

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FORT BEND COUNTY
COUNTY CLERK
301 JACKSON ST
RICHMOND TX 77469-3108

QTY	MODEL/ PCN /SERIAL	DESCRIPTION	AMOUNT
1	5820/5820 /39001	EQUIPMENT MAINT AGREEMENT COST PER DAY = \$0.31	5 LB SCALE FOR PERIOD 12/01/89-11/30/90 113.00
ITEM TOTAL:			113.00

DIST: 040

PLEASE MAKE CHECK PAYABLE TO PITNEY BOWES

D-013180 X

DUNS 06-489-7606
TAX ID 06-0495050

PLEASE INCLUDE YOUR 11 DIGIT ACCOUNT NUMBER ON YOUR REMITTANCE CHECK



ACCOUNT NUMBER: 00461565004 INVOICE NO: 687202 INV DATE: 11/01/89 TOTAL AMOUNT DUE: \$ 113.00 DISTRICT: 040

71004615650046872021101890011300 2

FORT BEND COUNTY
COUNTY CLERK
301 JACKSON ST
RICHMOND TX 77469-3108

PLEASE RETURN THIS STUB
WITH YOUR PAYMENT

PLEASE PRINT ANY BILLING ADDRESS CHANGES BELOW

PLEASE SEND REMITTANCE TO:

PITNEY BOWES INC
PO BOX 85390
LOUISVILLE KY
40285-5390



Pitney Bowes

EQUIPMENT MAINTENANCE INVOICE

40

0155

PAGE 1

AS PER ORIGINAL

PLEASE DIRECT INQUIRIES TO:

PO BOX 27711
HOUSTON TX 77027-4413

CALL: (800)888-1039

ACCOUNT NUMBER: 0046-1565-00-4
INVOICE NUMBER: 687203
INVOICE DATE: 11/01/89
P.O. #:

TOTAL AMOUNT DUE: \$ 250.00
TERMS: NET 30 DAYS

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FORT BEND COUNTY
COUNTY CLERK
301 JACKSON ST
RICHMOND TX 77469-3108

QTY	MODEL/ PCN /SERIAL	DESCRIPTION	AMOUNT
1	5600/5600 /220996	EQUIPMENT MAINT AGREEMENT COST PER DAY = \$0.68	MAILING MACHINE FOR PERIOD 12/01/89-11/30/90
ITEM TOTAL:			250.00

DIST 040

PLEASE MAKE CHECK PAYABLE TO PITNEY BOWES

D-013181 X

DUNS 06-489-7606
TAX ID 06-0495050

PLEASE INCLUDE YOUR 11 DIGIT ACCOUNT NUMBER ON YOUR REMITTANCE CHECK



Pitney Bowes

ACCOUNT NUMBER:	INVOICE NO:	INV DATE:	TOTAL AMOUNT DUE:	DISTRICT:
00461565004	687203	11/01/89	\$ 250.00	040

71004615650046872031101890025000 1

FORT BEND COUNTY
COUNTY CLERK
301 JACKSON ST
RICHMOND TX 77469-3108

PLEASE RETURN THIS STUB
WITH YOUR PAYMENT

PLEASE SEND REMITTANCE TO:

PITNEY BOWES INC
PO BOX 85390
LOUISVILLE KY
40285-5390

PLEASE PRINT ANY BILLING ADDRESS CHANGES BELOW



DISTRIBUTORS, INC.

7076 S. Alton Way, Bldg. A
Englewood, CO 80112
303 - 779-3608

10888xxxxxx
Suite 144
Houston, Texas 77092
713-882-1385

MAINTENANCE AGREEMENT

CUSTOMER NAME AND ADDRESS

40 0156

George Memorial Library
1001 Guldview

Richmond, Texas 77469

Telephone 713-342-4455 /Contact Rose Harper

Customer Number 16031

Agreement Number

Governing Service Center Denver ☐ Houston ☒

Beta Distributors, Inc. agrees to furnish and the Customer agrees to pay for maintenance on the products listed below, hereafter referred to as EQUIPMENT, in accordance with the Terms and Conditions specified in the Maintenance Agreement.

☒ Maintenance will be provided at a Beta Service Center.

☐ Suitable loaner will be provided if available.

☐ Maintenance will be provided at Customer Location.

☐ Suitable loaner will be provided.

PRODUCT/MODEL	SERIAL NUMBER	EFFECTIVE DATE	ANNUAL RATE
Zentec Terminals (6)	071861	Oct. 30, 1989	214.20
	D5727	Oct. 30, 1989	214.20
	D5707	Oct. 30, 1989	214.20
	017866	Oct. 30, 1989	214.20
	D23691	Oct. 30, 1989	214.20
	U21800	Oct. 30, 1989	214.20
OCR Wands (9)	509619	Oct. 30, 1989	137.70
	233777	Oct. 30, 1989	137.70
	509616	Oct. 30, 1989	137.70
	208197	Oct. 30, 1989	137.70
	507221	Oct. 30, 1989	137.70
	514007	Oct. 30, 1989	137.70
	552096A	Oct. 30, 1989	137.70
	552097A	Oct. 30, 1989	137.70
	552095A	Oct. 30, 1989	137.70
The above pricing reflects 15% quantity discount			

OPTIONS:

Subtotal \$ 2524.50

Options

TAX EXEMPT # 1-74-6001969-2

TAX %

TOTAL \$

Maintenance/service will start on the effective date above and continue until Oct. 29, 1990

For basic maintenance charges Beta's Service Center will furnish on the EQUIPMENT listed: Preventive Maintenance when required, and Remedial Maintenance when EQUIPMENT is inoperative.

BETA DISTRIBUTORS, INC.

Tim Rodgers

Name

Signature

Texas Service Manager

Title

Oct. 20, 1989

Date

CUSTOMER

Signature

Signature

Title

Date

6. ADOPT AMENDED GUIDELINES & CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone until November 13, 1989.

7. APPROVE BILLS FOR FORT BEND FLOOD CONTROL WATER SUPPLY CORP.:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve the following bills as presented by Sam Gruse representing Lichliter Jameson & Assoc.:

Don Russell	\$ 50.00	Lichliter/Jameson	\$ 46,302.46
Paul J. Council	\$ 200.00	McBride Radcliff	\$ 8,071.90
A.J. Colbert	\$ 100.00	Hassell Constr.	\$ 38,448.00
Charles Howard	\$ 100.00	Secretary of State	\$ 56.00
Rick Zapalac	\$ 200.00	Secretary of State	\$ 60.00

8. CONSIDER APPROVAL OF REQUEST FOR WAIVERS OF TAX PENALTIES & INTEREST:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve waiver of tax penalties & interest for the following:

G.C. Markwardt	- \$ 549.78 (penalties & interest)
	161.01 (attorney fees)
Viola Benford	- \$ 74.59 (penalties & interest)
	21.04 (attorney fees)
Roy G. Tripp	- \$ 239.80 (penalties & interest)
	70.23 (attorney fees)
Charles Brixey	- \$ 192.00 (penalties & interest)
	55.02 (attorney fees)
John Alford	- \$ 563.79 (penalties & interest)
	164.17 (attorney fees)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to deny waiver of penalties & interest totaling \$234.75 for Dan Savovici as recommended by Marsha Gaines, Tax Assessor/Collector.

9. MR. DENNIS MCAFEE, CHIEF JUVENILE PROBATION OFFICER, RE: REQUEST TO TRANSFER FUNDS FROM JUVENILE PROBATION-SALARIES TO CAPITAL OUTLAY, PERMANENT IMPROVEMENTS FOR PHASE 4 OF RENOVATION PROJECT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize transfer of funds from Juvenile Probation-SALARIES to Capital Outlay, Permanent Improvements for Phase 4 of renovation project totaling \$22,500.00 as requested by Dennis McAfee, Chief Juvenile Probation Officer.

10. APPROVE OVER \$500 TAX REFUNDS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to refund \$46,096.81 and \$2,913.70 to Chester J. Reed as requested by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF RESERVE DEPUTY STERLING ROSS, ALONG WITH BOND & OATH, FOR PCT. 2 CONSTABLE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve reserve deputy Sterling Ross along with bond & oath for Pct. 2 Constable. (Recorded in minutes in full)

REQUISITION CERTIFICATE NO. 36

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "the Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of

to Don L. Russell \$ 50.00

for Directors Fees for 1 meeting @ \$50.00 per meeting.

On behalf of the Corporation, I the undersigned Representative, do hereby certify as follows:

(1) the above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

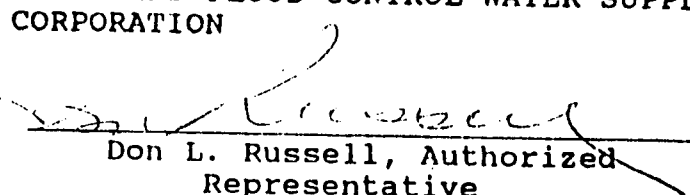
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Fifty dollars and no/100.

for the purposes(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION


Don L. Russell, Authorized
Representative

Date 10-25-89

REQUISITION CERTIFICATE NO. 37

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "the Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of

to Paul J. Council \$ 200.00

for Directors fees for attending 4 meetings @ \$50.00 a meeting.

On behalf of the Corporation, I the undersigned Representative, do hereby certify as follows:

(1) the above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

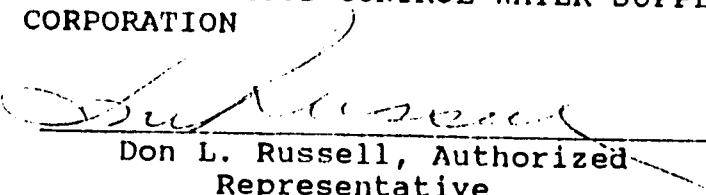
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Two hundred dollars and no/100.

for the purposes(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION


Don L. Russell, Authorized
Representative

Date 10-25-89

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. 38

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "the Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of

to A. J. Colbert \$ 100.00

for Directors fee for attending 2 meetings @ \$50.00 a meeting.

On behalf of the Corporation, I the undersigned Representative, do hereby certify as follows:

(1) the above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ One hundred dollars and no/100.

for the purposes(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION


Don L. Russell, Authorized
Representative

Date 10-25-89

REQUISITION CERTIFICATE NO. 39

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "the Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of

to Charles F. Howard \$ 100.00

for Directors fees for attending 2 meetings at \$50.00 a meeting;

On behalf of the Corporation, I the undersigned Representative, do hereby certify as follows:

(1) the above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

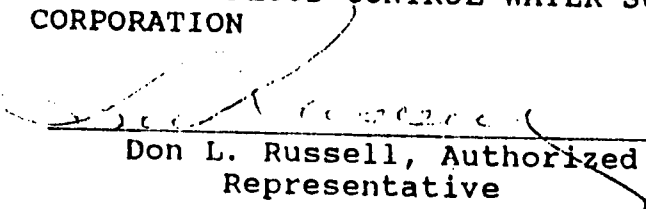
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ One hundred dollars and no/100.

for the purposes(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION


Don L. Russell, Authorized
Representative

Date 10-25-89

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. 40

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "the Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of

to Rick Zapalac \$ 200.00

for Directors fees for attending 4 meetings @ \$50.00 a meeting.

On behalf of the Corporation, I the undersigned Representative, do hereby certify as follows:

(1) the above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

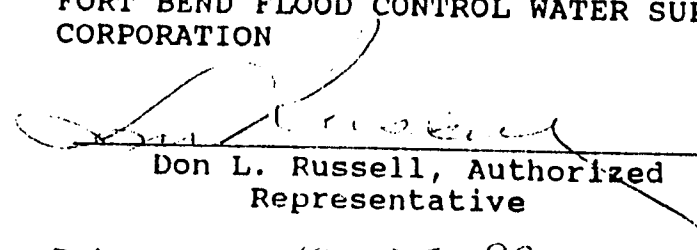
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Two hundred dollars and no/100.

for the purposes(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION


Don L. Russell, Authorized
Representative

Date 10-25-89

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. 41

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "the Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of

to Lichliter/Jameson \$ 46,302.46

for Engineers fee for September, 1989.

On behalf of the Corporation, I the undersigned Representative, do hereby certify as follows:

(1) the above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Forty six thousand, three hundred, two dollars and 46/100.

for the purposes(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION


Don L. Russell, Authorized
Representative

Date 10-25-89

REQUISITION CERTIFICATE NO. 42

AS PER ORIGINAL

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "the Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of

to McBride Radcliff \$ 8,071.90
for September invoice.

On behalf of the Corporation, I the undersigned Representative, do hereby certify as follows:

(1) the above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

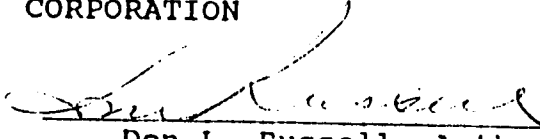
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Eight thousand, seventy one dollars and 90/100.

for the purposes(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION


Don L. Russell, Authorized
Representative

Date 10-25-89

REQUISITION CERTIFICATE NO. 43

AS PER ORIGINAL

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "the Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of

to Hassell Construction \$ 38,448.00

for Pay Estimate #1.

On behalf of the Corporation, I the undersigned Representative, do hereby certify as follows:

(1) the above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

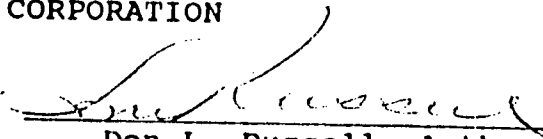
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Thirty eight thousand, four hundred, forty eight dollars and no/100.

for the purposes(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION


Don L. Russell, Authorized
Representative

Date 10-25-89

REQUISITION CERTIFICATE NO. 44

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "the Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of

to Secretary of State \$ 56.00

for Certificates of Existence and Fact for Anderson tract:

On behalf of the Corporation, I the undersigned Representative, do hereby certify as follows:

(1) the above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

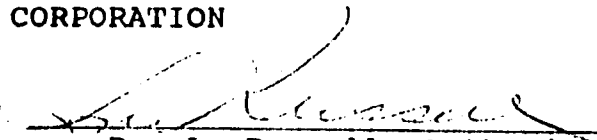
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Fifty six dollars and no/100

for the purposes(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION


Don L. Russell, Authorized
Representative

Date 10-25-89

REQUISITION CERTIFICATE NO. 45

County Treasurer
Fort Bend County, Texas

Pursuant to Section 2.05 of the Agreement between Fort Bend Flood Control Water Supply Corporation (the "Corporation") and Fort Bend County, Texas and Fort Bend County Drainage District relating to the issuance by the Corporation of its \$20,325,000 Revenue Bonds, Series 1989, such Agreement dated as of April 1, 1989 (the "the Agreement"), the County Treasurer of Fort Bend County is directed, upon execution of this Certificate, to pay from the Corporation's Construction Fund the amount of

to Secretary of State \$ 60.00

for Certificates of Existence and Fact for Baker Plantation tract.

On behalf of the Corporation, I the undersigned Representative, do hereby certify as follows:

(1) the above described obligation has been incurred and is presently due and payable and has not been paid, or has previously been paid and reimbursement for such payment is appropriate; and that said obligation is a proper charge against the Construction Fund;

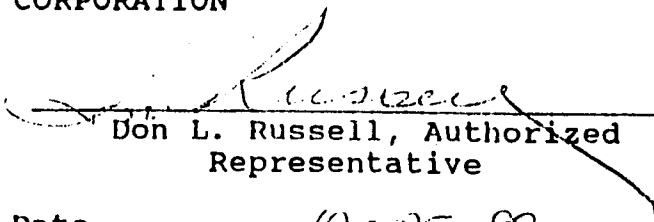
(2) Payment of such obligation is in conformance with the restrictions on use of proceeds set forth in Section 7.02 of the Agreement; and

(3) No Event of Default has occurred and is continuing.

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of \$ Sixty dollars and no/100.

for the purposes(s) described above is evidenced by my manual signature hereon and the approval of the Commissioner's Court of Fort Bend County evidenced hereon.

FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION


Don L. Russell, Authorized
Representative

Date 10-25-89

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: October 30, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest

Attached is a copy of State Property Tax Code Sec 33.04 (b). This section of the code is being used as grounds for recommendation of waiver of penalty and interest on several requests scheduled for Monday, November 6, 1989 agenda.

This is just for your information. If you have any questions please let me know.



Delinquency date, see Sec. 31.02.
Delinquent tax roll, see SPTB Rule Sec. 155.8.

Notes:

The county assessor-collector is not entitled to retain fees in either a public or private capacity for work performed in aiding the attorney hired by the county to collect delinquent taxes. Op. Tex. Att'y Gen. No. JM-264 (1984).

Sec. 33.04. Notice of Delinquency. (a) At least once each year the collector for a taxing unit shall deliver a notice of delinquency to each person whose name appears on the current delinquent tax roll. However, the notice need not be delivered if:

- (1) a bill for the tax was not mailed pursuant to the authorization provided Sec. 31.01(f) of this code; or
- (2) the collector does not know and by exercising reasonable diligence cannot determine the delinquent taxpayer's name and address.

(b) In addition to the notice required by Subsection (a) of this section, the tax collector for each taxing unit in each year divisible by five shall deliver by mail a written notice of delinquency to each person who owes a tax that has been delinquent more than one year and whose name and mailing address are known to the collector or can be determined by the exercise of reasonable diligence. He shall state in the notice the amount of the delinquent tax, penalties, and interest due, the description of the property on which the tax was imposed, and the year for which the tax is delinquent. If the person owes delinquent taxes for more than one year or on more than one property, the collector may include all the delinquent taxes the person owes in a single notice.

(c) Penalties and interest on a tax delinquent more than five years or a multiple of five years are cancelled and may not be collected if the collector has not delivered the notice required by Subsection (b) of this section in each year that is di-

visible by five following the date on which the tax first became delinquent for one year.

Amended by 1981 Tex. Laws (1st C.S.), p. 168, ch. 13, Sec. 128; amended by 1985 Tex. Laws, p. 5446, ch. 761, Sec. 1, eff. Aug. 26, 1985.

Cross References:

Delivery of notice, see Sec. 1.07.
Delinquency date, see Sec. 31.02.
Accrual of penalty and interest, see Sec. 33.01.

Sec. 33.05. Limitation on Collection of Taxes. (a) Personal property may not be seized and a suit may not be filed:

- (1) to collect a tax on personal property that has been delinquent more than four years; or
- (2) to collect a tax on real property that has been delinquent more than 20 years.

(b) A tax delinquent for more than the limitation period prescribed by this section and any penalty and interest on the tax is presumed paid unless a suit to collect the tax is pending.

Cross References:

Personal property defined, see Sec. 1.04(4).
Real property defined, see Sec. 1.04(2).
Installment payment of delinquent taxes, see Sec. 33.02.

Notes:

Limitation statute does not release or extinguish the debt, but merely affects the remedy when its enforcement is sought. Sam Bassett Lumber Co. v. City of Houston, 198 S.W.2d 879 (Tex. 1947).

Only a court may enforce statutes of limitation as the collector has no authority to forgive or forego the collection of taxes lawfully assessed. Op. Tex. Att'y Gen. No. WW-107 (1957).

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: October 30, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - G.C. Markwardt
Account .901-3610-00-000-0060
Precinct #3

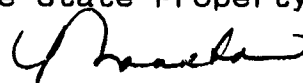
Mr. Markwardt is requesting waiver of penalty and interest on the above referenced account for 1981.

1. Mr. Markwardt purchased the property in January 1986.
2. Original 1981 tax roll reflects ownership in the name of Dale H. Lipps.
3. 1982 through 1985 tax rolls were in the name of J.G. Hajdik.
4. No evidence of a statement being mailed to Mr. Markwardt in compliance with Sec. 33.04 (b) of the State Property Tax Code.

Breakdown of Taxes:

Base Tax	\$ 523.60
Penalty and Interest	549.78
Attorney Fees	<u>161.01</u>
Total Paid	\$1,234.39

I recommend waiver of penalty and interest and attorney fees on the above referenced account under Sec 33.04 (b) of the State Property Tax Code.



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: October 30, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Viola Benford
Account .907-4200-00-003-0100
Precinct #2

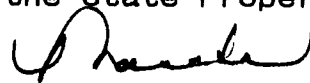
Mrs. Viola Benford is requesting waiver of penalty and interest on the above referenced account for 1979.

1. Property carried on the tax rolls in the name of Robert L. Benford from 1971 to present.
2. Addresses were carried on the above referenced account as follows:
1971 - 1981 4003 Peridot, Fresno, Tx 77545
1982 - 1988 Box 1121, Fresno, Tx 77545
3. No evidence of a statement being mailed to Mrs. Benford in compliance with Sec. 33.04 (b) of the State Property Tax Code.

Breakdown of Taxes:

Base Tax	\$ 65.72
Penalty and Interest	74.59
Attorney Fees	<u>21.04</u>
Total Paid	\$161.35

I recommend waiver of penalty and interest and attorney fees on the above referenced account under Sec 33.04 (b) of the State Property Tax Code.



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: October 30, 1989

TO: County Judge Jodie Stavino
Commissioner R.L. "Bud" O'Shields
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Larry Wagenbach

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Roy G. Tripp
Account .907-5902-00-016-1700
Precinct #3

Mr. Tripp is requesting waiver of penalty and interest on the above referenced account for 1981.

1. Mr. Tripp purchased the property in July 1981.
2. Original 1981 tax roll reflects ownership in the name of Anthony D. Augustine.
3. 1982 through current tax rolls are in the name of Roy G. Tripp.
4. No evidence of a statement being mailed to Mr. Tripp in compliance with Sec. 33.04 (b) of the State Property Tax Code.

Breakdown of Taxes:

Base Tax	\$228.37
Penalty and Interest	239.80
Attorney Fees	<u>70.23</u>
Total Paid	\$538.40

I recommend waiver of penalty and interest and attorney fees on the above referenced account under Sec 33.04 (b) of the State Property Tax Code.

Marsha

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: October 30, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Charles Brixey
Account .907-2150-01-011-1300
Precinct #2

Mr. Brixey is requesting waiver of penalty and interest on the above referenced account for years 1979 and 1980.

1. Mr. Brixey purchased the property in May 1979.
2. 1976 through 1981 tax rolls reflected ownership in the name of Charles & Nancy Rose
3. 1982 through 1988 tax rolls are in the name of Charles Brixey.
4. No evidence of a statement being mailed to Mr. Brixey in compliance with Sec. 33.04 (b) of the State Property Tax Code.

Breakdown of Taxes Due:

Base Tax	\$174.81
Penalty and Interest	192.00
Attorney Fees	<u>55.02</u>
Total Due	\$421.83

I recommend waiver of penalty and interest and attorney fees on the above referenced account under Sec 33.04 (b) of the State Property Tax Code.

Marsha

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: October 30, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - John Alford
Account .914-0149-00-056-0000
Precinct #3

Mr. Alford is requesting waiver of penalty and interest on the above referenced account for years 1980 and 1981.

1. Currently this property is carried as a 7 acre tract of land.
2. In 1980 and 1981 the property was carried under two accounts, one a 4.15 acre tract and the other a 2.85 acre tract.
3. The 4.15 acre tract was carried in Mr. Alford's name but the mailing address was for the title company that handled the closing.
4. The 2.85 acre tract was carried under the previous owner's name.
5. There is no evidence of a statement on either account being mailed to Mr. Alford in compliance with Sec 33.04 (b) of the State Property Tax Code.

Breakdown of taxes paid:

Base Tax	\$ 530.70
Penalty and Interest	563.79
Attorney Fees	164.17
Total Paid	\$1,258.66

I recommend waiver of penalty and interest and attorney fees on the above referenced account under Sec 33.04 (b) of the State Property Tax Code.

Marsha

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: October 30, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Dan Savovici
Account .907-2520-03-001-0270
Precinct #4

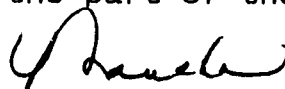
Mr. Savovici is requesting waiver of penalty, interest, and attorney fees on the above referenced account for 1988.

1. Mr. Savovici purchased the property in August 1988.
2. 1988 original tax statement sent to Transamerica Realty Tax Services (mortgage company servicing agent)
3. Information notice mailed in March 1989 to Mr. Savovici indicating taxes still due.
4. Second notices mailed May 11, 1989.
5. Mr. Savovici paid 1988 taxes on May 31, 1989.

Breakdown of taxes paid:

Base Tax	\$207.74
Penalty and Interest	<u>27.01</u>
Total Paid	\$234.75

I do not recommend waiver of penalty and interest on the above referenced account as there is no evidence of error on the part of the tax office or the Central Appraisal District.



MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

MEMORANDUM

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

From: Marsha P. Gaines

Date: October 31, 1989

Reference: Commissioners Court Agenda

Please place the following on Commissioners Court Agenda for November 6, 1989.

1. Over \$500.00 Refund.

Chester J. Reed \$ 46,096.81
1988 Acct # .907-0171-00-000-0100
Value Lowered

Chester J. Reed \$ 2,913.70
1988 Acct # .907-0367-00-000-0505
Value Lowered

Y. Hanks



County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

DATE: October 23, 1989

TO: Commissioners Court, Fort Bend County

FROM: Robert N Grayless, County Auditor *RG*

RE: Property Tax Refunds in excess of \$500

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

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

<u>BANK ACCOUNT #</u>	<u>PAYEE - PROPERTY ACCT.#</u>	<u>AMOUNT</u>
90-0195-6	Chester J Reed 1988 Acct #.907-0171-00-000-0100 Value Lowered	\$ 46,096.81
90-0195-6	Chester J Reed 1988 Acct #.907-0367-00-000-0505 Value Lowered	2,913.70

RG/MH/mh

AS PER ORIGINAL

SEP 19 1989

YEAR(S):

88 MAY

CHANGE #

Supp #9

FORT BEND CENTRAL APPRAISAL DISTRICT

40

0178

PROPERTY TO BE: ADDED

CHANGED

DELETED

JURISDICTION SUBMITTING CHANGE

APPROVED BY

DATE

HW 9-7-89 (ok pm HW)

NAME CHANGE

ADDRESS CHANGE

EXEMPTION CHANGES:

LEGAL CHANGE

VALUE CHANGE

HOMESTEAD

ACREAGE CHANGE

AG VALUE CHANGE

OVER 65

JURISDICTION

MISCELLANEOUS

DISABILITY

DELETE

CATEGORY

VETERAN

ORIGINAL ACCOUNT INFO

ACCT# 0171 00 000 0100-907

PROPERTY I.D. - R #

42664

OWNER

GRAND MISSION WEST INC.

ADDRESS

2501 CITY WEST BLVD STE 450

HOUSTON, TX 77022

NEW ACCOUNT INFO

ACCT#

PROPERTY I.D. - R #

OWNER

ADDRESS

G C - S O T H - W I G D O I F O I J - R -

LEGAL 0171 JNO FREDERICK

G C S H W D F J R

LEGAL

ACRES 621.854

SITUS

Harlem Rd (Pearl)

MAP #

EXPLANATION - SOURCE:

PER A.R.B.

CASE # 8/31/89 - 2A

ORIGINAL VALUES

CATEGORY

LAND HS

LAND NON HS

14924300

D4

LAND AG MKT

LAND AG USE

IMPROVEMENT HS

IMPROVE, NON HS

PERSONAL

MINERAL

RENDERED VALUE

HOMESTEAD

OVER 65

FROZEN LEVY

DISABILITY

VETERAN

DEPARTMENT / CHANGES

COM.

RES.

PROPERTY CARD

NEW VALUES

CATEGORY

LAND HS

LAND NON HS

4974830

D4

LAND AG MKT

LAND AG USE

VEMENT HS

VE, NON HS

NAL

AL

RED VALUE

HEAD

5

YEAR

LEVY

LITY

N

MAP

SCHOOL

AUDIT

SUBMITTED BY:

JC 8/30/89

CUSTOMER

PHONE

REV. 3/10/86

This is OK
Suppl & also
same values

9949670

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

AS PER ORIGINAL

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

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

IDENTIFICATION OF PROPERTY OWNER:

Name: Mueller Carl G Jr. Tr
Address: 2727 Allen Parkway, Houston Tx 77019
Telephone Number (if additional information is needed): _____

IDENTIFICATION OF PROPERTY:

Description of Property: A-171, Jno Frederick, 621.854 AcresAddress or Location of Property: Harlem Road(Rear)Account Number of Property: .907-0171-00-000-0100 or Receipt # C 13860

INFORMATION OF PAYMENT ON 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 Refund Requested
FBC	19 88	5/3/89	\$69,145.20	\$ 46,096.81
	19		\$	\$
	19		\$	\$

Taxpayer's reason for refund (attach supporting documentation) _____
Land Value Lowered per ARB, Case # 8/31/89-2A

"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."

Chester J Reed 9/19/89
Signature Date of Application of Tax Refund

DETERMINATION OF 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 \$5000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

Refund 31.11



10-4-89
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.

House Value 399

YEAR	ROLL DESCRIPTION	PAGE	LIVE
09988	A=REAL EST.	1540	65

FULL PAYMENT

ACCOUNT NUMBER	RECEIPT NO.
.907-0171-00-000-0100	C 13860

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JURS.	TAX RATE	TAX AMOUNT
0171 JNO FREDERICK, ACRES 621.854		14,924,500		079 179 279	3658 :0543 :0432	54,593.82 8,104.00 6,447.38
40 MARLEM RD (REAR)						
ACRES = 621.8540						
TOTAL TAXABLE VALUE		14,924,500		TOTAL TAX		69,145.20

Pay to M & L

AS PER ORIGINAL

MUELLER CARL G JR TR
2727 ALLEN PKWY
HOUSTON TX 77042

TX 77019

DATE 05/03/89 METHOD

PRE-DEPSTD 01/30/89
RECEIVED 05/03/89
3545

CHESTER J REED
2500 CITYWEST BLVD
HOUSTON TX 77042



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.

AS PER ORIGINAL

40

0181

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1988	A=REAL EST.	0	0

FULL PAYMENT ** BACKOUT **				ACCOUNT NUMBER	RECEIPT NO.
				.907-0171-00-000-0100	B 13860

PROPERTY DESCRIPTION		EXEMPTIONS		VALUES		VALUES	JIRS	TAX RATE	TAX AMOUNT
-171 JNO FREDERICK		WATER		LAND	PERSONAL		079	.3658	18,197.93
21.854 ACS HARLEM RD (REAR)		PAVED		LAND	AS ADJUT		179	.0543	2,701.33
OWER LAND VALUE SUP 9		DAY		IMPT	AS USE		279	.0432	2,149.13
		COOL							
		JR TOOL							
		DEML							
		AGM							
TOTAL TAXABLE VALUE				14,924,500					
TOTAL TAX				23,048.39					

MUELLER CARL G JR TR		TOTAL	TOTAL PAID
2727 ALLEN PKWY		287379	23,048.39

CHESTER J REED
2500 CITYWEST BLVD
HOUSTON TX 77042

DATE 10/09/89 METHOD

PRE-DEPSTD 01/30/89
RECEIVED 10/09/89
3545

AS PER ORIGINAL

CHANGE #

Supp #9 SEP 19 1989

FORT BEND CENTRAL APPRAISAL DISTRICT

40 0182

PROPERTY TO BE: ADDED _____
CHANGED ☒ _____
DELETED _____

JURISDICTION SUBMITTING CHANGE

APPROVED BY

DATE

HW 9-7-89
8/31/89 (ok for H.W.)

NAME CHANGE _____ ADDRESS CHANGE _____ EXEMPTION CHANGES:
LEGAL CHANGE _____ VALUE CHANGE ☒ _____ HOMESTEAD _____
ACREAGE CHANGE _____ AG VALUE CHANGE _____ OVER 65 _____
JURISDICTION _____ MISCELLANEOUS _____ DISABILITY _____
DELETED _____ CATEGORY _____ VETERAN _____

ORIGINAL ACCOUNT INFO

ACCT# 036700000000505-807
PROPERTY I.D. - R # 130120
OWNER GRANT MESSINA WAST INC
ADDRESS 2500 CITY WEST BLVD STE 630
HOUSTON TX 77042

NEW ACCOUNT INFO

ACCT# _____
PROPERTY I.D. - R # _____
OWNER _____
ADDRESS _____

001 C - 807 H - 116 001 F 01 J - R -

LEGAL 8317 E AND BN (PART
INT LN 1710)

ACRES 35.858

STREET Harlem Rd (Rear)

MAP #

EXPLANATION - SOURCE: P.C.R. ARB

CASE # 8/31/89-2A

0 1 2 3 4 5 6 7 8 9

LEGAL

ACRES

STATUS

MAP #

ORIGINAL VALUES

CATEGORY

LAND HS _____
LAND NON HS 1039880
LAND AG MKT _____
LAND AG USE _____
IMPROVEMENT HS _____
IMPROVE.NON HS _____
PERSONAL _____
MINERAL _____
RENDERED VALUE _____
HOMESTEAD _____
OVER 65 _____ YEAR _____
FROZEN LEVY _____
DISABILITY _____
VETERAN _____

DEFINITION / CHANGES MADE:

COM. _____ PES. _____
PROPERTY CARD _____

LAND 10
DATA FILE _____

NEW VALUES

CATEGORY

LAND HS _____
LAND NON HS 286860
LAND AG MKT _____
LAND AG USE _____
IMPROVEMENT HS _____
IMPROVE.NON HS _____
PERSONAL _____
MINERAL _____
RENDERED VALUE _____
HOMESTEAD _____
OVER 65 _____ YEAR _____
FROZEN LEVY _____
DISABILITY _____
VETERAN _____

25,302.00

SUBMITTED BY: 10 8/30/89

CUSTOMER

PHONE

REV. 5/1/80

88

Paying under protest Sec 42.08
Case #66,621 Reluctant #1339
pg 5-3-89
pg #1339

AS PER ORIGINAL

40

0183

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

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

IDENTIFICATION OF PROPERTY OWNER:

Name: Mueller Carl G Jr Tr

Address: 2727 Allen Parkway, Houston Texas 77019

Telephone Number (if additional information is needed): _____

IDENTIFICATION OF PROPERTY:

Description of Property: A- 367, I&GN, 35.858 Acres (Part not in MUD)

Address or Location of Property: Harlem Road

Account Number of Property: .907-0367-00-000-0505 or Receipt # S 1339

INFORMATION OF PAYMENT ON 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 Refund Requested
FBC	19 88	5/3/89	\$ 4242.71	\$ 2,913.70
	19		\$	\$
	19		\$	\$

Taxpayer's reason for refund (attach supporting documentation) _____
Land Value Lowered Per ARB, Case #8/31/89-2A

"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."

Chester J Reed
Signature

9/19/89

Date of Application of Tax Refund

DETERMINATION OF 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 \$5000 or both such fine and imprisonment; 2. confinement in jail for a term up to 1 year or a fine not to exceed \$2000 or both such fine and imprisonment as set forth in Section 37.10, Penal Code.

Refund 31.11



MARSHA P. GAINES
TAX ASSESSOR - COLLECTOR FORT BEND COUNTY
P.O. BOX 339
RICHMOND, TEXAS 77469

ORIGINAL

TAX RECEIPT

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

0184

Check Due Per Sep 9

SUPPLEMENTAL PAYMENT

TAX YEAR	TOL DESCRIPTION	PAGE	LINE
1988	A=REAL EST.	4	40

ACCOUNT NUMBER	REC NO.
907-0367-00-000-0505	S 1339

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	LRIS	TAX RATE	TAX AMOUNT
0367 I & GN 35.858 ACRES (PART NOT IN MUD) HARLEM ROAD (REAR) PAYING UNDER PROTEST SEC. 42.08		915,757		079 179 279	.3658 .0543 .0432	3,349.84 4,997.26 395.61
ACRES= 35.8580						
ORIG TAX YEAR = 1988						
Pay to M P G to report 35.858						
TOTAL TAXABLE VALUE		915,757				
					TOTAL TAX	4,242.71

MUELLER CARL G JR TR
2727 ALLEN PARKWAY
HOUSTON TX 77019

AS PER ORIGINAL

PAID BY
CHESTER J REED
2500 CITYWEST BLVD
HOUSTON TX 77042

DATE 05/03/89 METHOD

PRE-DEPSTD 01/30/89
RECEIVED 05/03/89
3545

0185

40

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.

SUPPLEMENTAL
PAYMENT

TAX YEAR	ROLL DESCRIPTION	PAGE	LINE
1989	A=REAL EST.	0	0

ACCOUNT NUMBER	RECEIPT NO.
.907-0267-00-000-0505	5 343

PROPERTY DESCRIPTION	EXEMPTIONS	VALUES	VALUES	JRS.	TAX RATE	TAX AMOUNT
367 ACRES 35.858 ACRES ST NOT IN MUD) ARLEM ROAD (REAR) JILT TO LOWER VALUE ON ORIG		286,860		079 179 279		1,049.33 155.72 123.92
2RES= 35.8580						
2IG TAX YEAR = 1988						
		TOTAL TAXABLE VALUE	286,860	TOTAL TAX		1,329.01

GRAND MISSION WEST INC
2500 CITY WEST BLVD STE 630
HOUSTON TX 77042 77042

PAID BY CHESTER J REED
2500 CITYWEST BLVD
HOUSTON TX 77042

DATE 10/09/89 METHOD PRE-DEPSTD 01/30/89
RECEIVED 10/09/89
2545

JAH 10/09/89	TOTAL PAID	1,329.01
287381		

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 341-8619

chief 40 0186

September 27, 1989

Mr. Ray Breeding
Constable Precinct Two
7323 West Fuqua
Missouri City, Tx 77459

Dear Constable Breeding:

After completing my work history, background and reference checks on Mr. Sterlin Ross and Mr. Roy E. Willeford. I have no problem with them going to work in your department.

Sincerely,

Richard Selleh

Richard Selleh
Personnel Director
Fort Bend County

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

County clerk



APPLICATION
FOR EMPLOYMENT

40 0187
AS PER ORIGINAL

PLEASE READ CAREFULLY

PRINT OR TYPE/USE BLACK INK

DATE 7-24-89

PERSONAL	FULL NAME - LAST ROSS		FIRST STERLIN	MIDDLE WAYNE	SOCIAL SECURITY NUMBER 461-31-1800		
	PRESENT ADDRESS-STREET 4015 HEATHERBLOOM		CITY HOUSTON	STATE TEXAS	ZIP CODE 77045	DATE & PLACE OF BIRTH 7/25/61 POLK COUNTY CORRIGAN, TEXAS	
	LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE 6223 QUIET VALLAGE CIR HOUSTON TEXAS 77053					TELEPHONE: BUSINESS 713-785-9845 RESIDENCE 713-434-1798	
	REFERRED BY		NO. OF DAYS LOST FROM WORK OR SCHOOL DURING THE PAST 12 MONTHS (1) OFF IN JUNE		DRIVERS LIC. NO. 01115394 TYPE CLASS - B		
Federal Law Prohibits the employment of unauthorized aliens. All persons hired must submit satisfactory proof of employment authorization and identity within three days of being hired. Failure to submit such proof within the required time shall result in immediate employment termination.						IF NOT, WHAT IS YOUR VISA STATUS? <input type="checkbox"/> STUDENT <input type="checkbox"/> EXCHANGE <input type="checkbox"/> VISITOR STUDENT OTHER-EXPLAIN	
Notification in case of Emergency			U.S. CITIZEN/Permanent Resident Alien <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Alien Registration No.		
NAME ADDRESS PHONE MRS. EARLIER M. ROSS GORDAN 2903 KNOTTY OAKS. 713-433-693							
TYPE OF EMPLOYMENT DESIRED <input type="checkbox"/> FULL TIME <input type="checkbox"/> TEMPORARY <input checked="" type="checkbox"/> PART TIME <input type="checkbox"/> SUMMER		SALARY EXPECTED		DATE AVAILABLE FOR WORK		CAN YOU: PERFORM SHIFT WORK <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO WORK OVERTIME <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF NECESSARY)?	
JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK Reserve Peace Officer							
SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE I AM A STATE CERTIFIED FIREFIGHTER / EMT (EMERGENCY MEDICAL TECH) I HAVE A STATE PEACE OFFICER CERTIFICATION ALSO, I HAVE ALSO HAD EXPERIENCE WITH CONSTABLE WORK AS A COMMISSION OFFICER BEFORE.							
WORK SKILLS	SPECIALIZED SKILLS (COMPLETE IF APPLICABLE TO POSITION DESIRED)	TYPING N/A	DICTATION N/A	OFFICE MACHINES OPERATED NEWSPAPER EQUIPMENT - Press mach. / SMALL			
		OTHER MACHINES OPERATED N/A		OTHER SKILLS			
FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.							
		FLUENTLY	GOOD	FAIR	POOR		
SPEAK							
READ		N/A					
WRITE							
EDUCATION	NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED			NUMBER OF YEARS COMPLETED		GRADUATION DATE (MO/YR.)	
	NAME & LOCATION OF COLLEGE/TRADE OR BUSINESS SCHOOL			DATE (MO/YR)		FIELD OF STUDY	
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			FROM	TO	MAJOR	MINOR
	JAMES MADISON SR. HIGH 15781 WHITE HEATHER HOUSTON TEXAS 77			1977	1980		
	HOUSTON FIRE FIGHTER TRAINING ACD. 8420 BERNIFF ST.			1/83	6/83		
HOUSTON COMM. COLLEGE 8407 BERNIFF ST.			3/83	6/83			
HOFFA CRIMINAL JUSTICE CENTER 404 DOWNTOWN			9/87	8/87			
CHECK QUARTER OF CLASS IN WHICH YOU STOOD -		IN HIGH SCHOOL <input type="checkbox"/> TOP <input type="checkbox"/> 2ND <input checked="" type="checkbox"/> 3RD <input type="checkbox"/> LAST		IN COLLEGE/TRADE OR BUSINESS SCHOOL <input type="checkbox"/> TOP <input checked="" type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> LAST			
ACTIVITIES	LIST SPECIAL ACADEMIC HONORS AND SOCIETIES: SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH INDICATE RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN)						
	SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER						
	HOBBIES/LEISURE TIME INTEREST SWIMMING, BIKE RIDE, TRAVEL						

U.S. MILITARY	BRANCH OF SERVICE	FROM (MO./YR.)	TO (MO./YR.)	RANK OF ENTRY	RANK OF DISCHARGE
	WHAT KIND OF DUTY (ESPECIALLY IF TECHNICAL IN NATURE)?			WHAT SPECIALIZED TRAINING DID YOU RECEIVE?	
	IF DISCHARGE WAS DISHONORABLE, PLEASE GIVE DETAILS				

If you are a disabled veteran or have a physical or mental handicap and are scheduled for a personal interview, you are invited to volunteer this information to the employment representative at the time of the interview. You may also provide information on the skills and/or procedures you use or intend to use to perform the job for which you are applying and the nature and type of accommodations which you feel an employer may need to make in order to enable you to perform the job in a proper and safe manner. This information will be treated as confidential. Failure to provide this information will not jeopardize or adversely affect any consideration you may receive for employment.

Give employment record for last 10 years, starting with your present or last employer. Include summer employment. If space is insufficient, list on separate page or attach resume. For any unemployed or self-employed periods, show dates and locations.

DATE - FROM & TO			EMPLOYER'S NAME & ADDRESS - CITY & STATE	POSITION - SALARY	GIVE SPECIFIC REASON FOR LEAVING
FR	MONTH	YEAR	NAME PRESENT OR LAST EMPLOYER	P/L / EMT	1
			ADDRESS & TELEPHONE NUMBER		
			NAME OF SUPERVISOR		
TO			HOUSTON FIRE DEPT. 3000 CITIMONY BLK 9845 MR. G. SEABACK	26.000 yr.	STILL EMPLOYED
FR	MONTH	YEAR	NAME PRIOR EMPLOYER		
			ADDRESS & TELEPHONE NUMBER		
			NAME OF SUPERVISOR		
TO					
FR	MONTH	YEAR	NAME PRIOR EMPLOYER	55.0 HR. DRIVER / GUARD	TO ENTER THE MOF CRIMINAL JUSTICE CEN
			ADDRESS & TELEPHONE NUMBER		
			NAME OF SUPERVISOR		
TO			BRINCK INC 3232 DIXIE DR. 741-6046 MR. JACK BAKER		
FR	MONTH	YEAR	NAME PRIOR EMPLOYER	7.60 HR. DRIVER / HELPER	COMPANY CLOSED
			ADDRESS & TELEPHONE NUMBER		
			NAME OF SUPERVISOR		
TO			JOSKY'S WAREHOUSE MAKAWA RD. 741-7160 MR. REED		

HAVE YOU EVER FILLED OUT AN APPLICATION HERE BEFORE?
 HAVE YOU EVER BEEN EMPLOYED BY FORT BEND COUNTY BEFORE?
 IF YES IN WHAT DEPARTMENT WERE YOU EMPLOYED?
 ARE YOU ON LAY-OFF AND SUBJECT TO RECALL?
 CAN YOU TRAVEL IF THE JOB REQUIRES IT?
 HAVE YOU PHYSICAL DEFECTS WHICH PRECLUDE YOU FROM PERFORMING CERTAIN JOBS?
 IF YES DESCRIBE

YES ☒ NO ☐
 YES ☒ NO ☐
 YES ☐ NO ☒
 YES ☒ NO ☐
 YES ☐ NO ☒

Give names of three persons to whom you are not related and by whom you have not been employed. These people should have known you for several years.

NAME-INITIALS	LAST NAME	ADDRESS-STREET, CITY, STATE, ZIP CODE	OCCUPATION & PHONE NO.	YEARS ACQUA
A.	MR. / MRS. RADFORD	3914 KNOTTY KNOCK HOUSTON 77053	TRUCK DRIVER / 433-6217	10
B.	MRS. EALINE NEAL	8906 KNOTTY OAKS HOUSTON, TEXA 77085	433-8535	7
C.	MR. JACK BURNETT	5620 BAKER HOUSTON, TEXAS 77002	Tuboscope / 741-5675	

Give names of relatives, including those by marriage, in the employ of Fort Bend County.

NAME	TYPE OF WORK	LOCATION & PHONE #	RELATIONSHIP
A.	N/A		
B.			

Names of our employees you know best.

NAME	LOCATION	NAME	LOCATION
A.	N/A	B.	

ADD'L INFORMATION	Have you been convicted under any criminal law within the past 5 years (excluding minor traffic violations)?				<input type="checkbox"/> Yes - Give details <input checked="" type="checkbox"/> No
	May we call your present employer?	NOW <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	LATER <input type="checkbox"/> YES <input type="checkbox"/> NO	785-9845	

I authorize investigation of all statements contained in this application for employment. I understand that misrepresentation or omission of facts call for hereon will be sufficient cause for cancellation of consideration of employment or dismissal from the county's service if I have been employed. I understand that employment is subject to a physical examination in which my health found to be satisfactory to the County. I understand that if I am employed evidence of U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth may be required. I understand that if employed, I will be on probation for the first eighty-nine days of my employment and I will be retained as a full time employee only if my performance during the probation period is satisfactory.

As an employee of Fort Bend County, you have the right to terminate your employment at any time. Fort Bend County retains the same right to terminate your employment, regardless of other documents, oral or written statements issued by Fort Bend County or its representatives.

SIGNATURE Stephen W. Ross DATE SIGNED 7-24-89

12. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH MATAGORDA COUNTY FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve interlocal agreement with Matagorda County for the housing of juveniles at \$55.00 per day. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF AGREEMENTS BETWEEN FORT BEND COUNTY AND THE CITIES OF THOMPSONS AND KENDLETON TO COORDINATE EMERGENCY MANAGEMENT PROGRAMS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve agreements between Fort Bend County and the Cities of Thompson and Kendleton to coordinate emergency management programs. (Recorded in minutes in full)

14. CONSIDER AUTHORIZING STUDY BY THE DRAINAGE DISTRICT ON TURKEY CREEK II-A-2 (LATERALS) IN PCT. 1 & 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize study by the Drainage District on Turkey Creek II-A-2 (laterals) in Pct. 1 & 2.

15. ACCEPT FOR RECORD CHANGES IN PRESIDING JUDGES, ALTERNATES & POLLING PLACES:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept for record changes in presiding judges, alternates & polling places as presented by Dianne Wilson, County Clerk. (Recorded in minutes in full)

16. CONSIDER ACCEPTING FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept fee officers' monthly reports for SEPTEMBER 1989 as presented by Robert Grayless, Auditor. (Recorded in minutes in full)

17. CONSIDER AMENDING BUDGET IN PCT. 2 ROAD & BRIDGE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to amend Precinct #2 Road & Bridge from year-ending balance by \$95,326.65 as follows: (Recorded in minutes in full)

Rentals	\$	75.65
Fees & Services	\$	5,250.00
Road Materials	\$	70,000.00
Shop & Repairs	\$	20,000.00
Total	\$	95,326.65

18. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TELEPHONE TO LAY CABLE UNDER WESTHEIMER PARKWAY, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Southwestern Bell Telephone to lay cable under Westheimer Parkway, Pct.3. (Recorded in minutes in full)

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF 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 monthly 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 in 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 juvenile (s) 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, 1990.

SIGNED this 23rd day of October, 1989.THE COUNTY OF MATAGORDA, TEXASBurt O'Connell
Burt O'Connell, County Judge

ATTEST:

Sarah Vaughn
Sarah Vaughn, County ClerkSIGNED this 6th day of November, 1989.

THE COUNTY OF FORT BEND, TEXAS

Judith E. Sturdivant
Judith E. Sturdivant, County Judge

ATTEST:

Hanne Wilson
Hanne Wilson, County Clerk

APPROVED AS TO FORM:

[Signature]
Chief Juvenile Probation Officer

APPROVED AS TO FORM:

Dennis A. McFee
Dennis A. McFee, Chief Juvenile Probation Officer

STATE OF TEXAS §

COUNTY OF FORT BEND §

AGREEMENT BETWEEN FORT BEND COUNTY
AND THE CITY OF KENDLETON
TO COORDINATE EMERGENCY MANAGEMENT PROGRAMS

THIS AGREEMENT is entered into by and between the COUNTY OF FORT BEND, TEXAS, hereinafter referred to as "County", and the CITY OF KENDLETON, TEXAS, a Municipal Corporation duly organized and existing under the laws of the State of Texas, hereinafter referred to as "City".

RECITALS

WHEREAS, the Texas Disaster Act of 1975, Chapter 418, Texas Government Code, provides for the requirements of municipal and county emergency management programs; and,

WHEREAS, the County has heretofore on October 3, 1983 enacted an emergency management plan that was revised by emergency management plan enacted March 25, 1985; and,

WHEREAS, City has not enacted an emergency management plan of its own and desires to coordinate the emergency management needs of the City with the heretofore stated program of the County; and,

WHEREAS, County desires to coordinate the emergency management program of County with the emergency management needs of City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the County and City agree as follows:

1. The City hereby agrees to coordinate the emergency management needs of its jurisdictional limits by and through the emergency management plan of County.

2. The City shall designate a liaison officer to facilitate the cooperation and protection of the City by and through the County emergency management plan.

3. The County has heretofore created the Office of Emergency Management to coordinate its emergency management plan, hereinafter referred to as "County Coordinator".

4. It is understood and agreed by all parties that the County emergency management plan will extend within and include the territorial limits of City. It is further understood and agreed that unless an emergency is entirely localized in nature within City, the overall administration of this plan shall be with County.

(a) In the event of a localized emergency, the County Coordinator will assist the City liaison officer in providing for disaster preparedness, response, recovery and rehabilitation.

(b) In the event of a generalized emergency, the program will be administered by the County Coordinator, as provided in the County emergency management plan, assisted by the City liaison officer.

5. It is further understood and agreed between the parties that this agreement can be terminated by either party upon thirty (30) days written notice.

6. It is further understood and agreed that this agreement shall be of no force and effect until formally approved by the respective governing bodies.

7. Each of the parties to this agreement represents and warrants to the other that the execution of this agreement has been duly authorized by their respective governing bodies.

EXECUTED this the 6th day of November, 1989.

COUNTY OF FORT BEND, TEXAS

by: Jodie E. Stavinocha
Jodie E. Stavinocha, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

EXECUTED this the 23rd day of October, 1989.

CITY OF KENDLETON, TEXAS

by: Ernest Zomalt
Ernest Zomalt, Mayor

ATTEST:

Maxine Dleurnin
City Secretary

AN ORDINANCE ESTABLISHING A PROGRAM INCLUDING MITIGATION, PREPAREDNESS, RESPONSE, AND RECOVERY OF PHASES OF COMPREHENSIVE EMERGENCY MANAGEMENT; ACKNOWLEDGING THE OFFICE OF EMERGENCY MANAGEMENT DIRECTOR; AUTHORIZING THE PROVIDING FOR THE DUTIES AND RESPONSIBILITIES OF THOSE OFFICES; IDENTIFYING AN OPERATIONAL ORGANIZATION; GRANTING NECESSARY POWERS TO COPE WITH ALL PHASES OF EMERGENCY MANAGEMENT WHICH THREATEN LIFE AND PROPERTY IN THE CITY OF THOMPSONS; AUTHORIZING COOPERATIVE AND MUTUAL AID AGREEMENTS FOR RELIEF WORK BETWEEN THIS AND OTHER CITIES OR COUNTIES AND FOR RELATED PROHIBITING UNAUTHORIZED WARNING AND ALL-CLEAR SIGNALS AND MAKING VIOLATIONS A MISDEMEANOR PUNISHABLE BY FINE NOT TO EXCEED \$500.00.

WHEREAS, the City Council of the City of Thompsons finds that the identification of potential hazards and the prevention or mitigation of their effects must be an on-going concern of the City of the lives and property of the populace are to be protected; and

WHEREAS, the City Council hereby declares that the preparation of a Comprehensive Emergency Management plan, and the means for it's implementation, for the protection of lives and property in the City of Thompsons from natural or man-caused disaster or threat thereof is immediately essential; and

WHEREAS, the City Council further finds that in times of disasters which may imperil the safety of the inhabitants of the City, or their property, it becomes necessary to effectuate and place into operation the preconceived plans and preparations with a minimum of delay; and

WHEREAS, the City Council finds, therefore, that the preparation of such plans are now imperative;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMPSONS:

Section 1. ORGANIZATION

There exists the office of Emergency Management Director of the City of Thompsons, which shall be held by the Mayor in accordance with state law.

- (a) An Emergency Management Coordinator may be appointed by and serve at the pleasure of the director;

- (b) The Director shall be responsible for a program of comprehensive emergency management within the city and for carrying out the duties and responsibilities set forth in this ordinance. He/she may delegate authority for execution of these duties to the Coordinator, but ultimate responsibility for such execution shall remain with the Director.
- (c) The operational Emergency Management organization of the City of Thompsons shall consist of the officers and employees of the City so designated by the Director in the emergency management plan, as well as organized volunteer groups. The functions and duties of the organization shall be distributed among such officers and employees in accordance with the terms of the emergency management plan.

Section 2. EMERGENCY MANAGEMENT DIRECTOR-POWERS AND DUTIES

The duties and responsibilities of the Emergency Management Director shall include the following:

- (a) Conduct an on-going survey of actual or potential hazards which threaten life and property within the city and an on-going program of identifying and requiring or recommending the implementation of measures which would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.
- (b) Supervision of the development and approval of an emergency management plan for the City of Thompsons, and shall recommend for adoption by the City Council all mutual aid arrangements deemed necessary for the implementation of such plan.
- (c) Authority to declare a local state of disaster. The declaration may not be continued or renewed for a period in excess of 7 days except by or with the consent of the City Council. Any order or proclamation declaring, continuing, or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

- (d) Issuance of necessary proclamations, regulations or directives which are necessary for carrying out the purposes of this ordinance. Such proclamations, regulations, or directives shall be disseminate promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the disaster prevent or impede, promptly filed with the City Secretary.
- (e) Direction and control of operations of the Thompsons Emergency Management organization as well as the training of Emergency Management personnel.
- (f) Determination of all questions of authority and responsibility that may arise within the Emergency Management organization of the City.
- (g) Maintenance of liaison with other municipal, county, district, state, regional or federal, Emergency Management organizations.
- (h) Marshaling of all necessary personnel, equipment or supplies from any department of the city to aid in the carrying out of the provisions the emergency management plan.
- (i) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representatives of the state and of other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with the county in which said city is located and with other municipalities within the county, for the county-wide coordination of Emergency Management efforts.
- (j) Supervision of, and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions which may be offered for the purpose of improving Emergency Management within the City.
- (k) Authorizing of agreements, after approval by the City Attorney, for use of private property for public shelter and other purpose.

- (l) Survey of the availability of existing personnel, equipment, supplies, and services which could be used during a disaster, as provided for herein.
- (m) Other requirements as specified in Texas Disaster Act 1975 (V.T.C.S. Article 6889-7)

Section 3. EMERGENCY MANAGEMENT PLAN

A comprehensive Emergency Management Plan shall be developed and maintained in a current state. The plan shall set forth the form of the organization, tasks, duties, and powers, and designate officers and employees to carry out the provisions of this ordinance. As provided by state law, the plan shall follow the standards and criteria established by the State Division of Emergency Management of the state of Texas. Insofar as possible, the form of organization, titles and terminology shall conform to the recommendations of the State Division of Emergency Management. When approved, it shall be the duty of all departments and agencies to perform the functions assigned by the plan and to maintain their portion of the plan in a current state of readiness at all times. The emergency management plan shall be considered supplementary to this ordinance and have the effect of law during the time of a disaster.

Section 4. INTERJURISDICTIONAL PROGRAM

The Mayor is hereby authorized to join with the County Judge of the County of Fort Bend and the mayors of the other cities in said county in the formation of an Emergency Management Plan and in the appointment of a joint Emergency Management Coordinator, as well as all powers necessary to participate in a county-wide program of emergency management insofar as said program affect the City of Thompsons.

Section 5. OVERRIDE

At all times when the orders, rules, and regulations made and promulgated pursuant to this ordinance, orders, rules, and regulations insofar as the latter as the latter may be inconsistent therewith.

Section 6. LIABILITY

This ordinance is an exercise by the City of its governmental functions for the protection of the public peace, health and safety and neither the City of Thompsons, the agents and representatives of said City, nor any individual, receiver, firm, partnership, corporation, association, or trustee, nor any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule or regulation promulgated pursuant to the provisions of this ordinance shall be liable for any damage sustained to persons as the result of said activity. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants to the City of Thompsons a license of privilege, or otherwise permits the City to inspect, designate and use the whole or any part or parts of such a real estate or premises for the purpose of sheltering persons during actual, impending or practice enemy attack or natural or man-made disaster shall, together with his successors in interest, if any, not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission or for loss of, or damage to, the property of such person.

Section 7. COMMITMENT OF FUNDS

No person shall have the right to expend any public funds of the City in carrying out any Emergency Management activity authorized by this ordinance without prior approval by the City Council, nor shall any person have any right to bind the City by contract, agreement or otherwise without prior and specific approval of the City Council unless during a declared disaster. During a declared disaster, the Mayor may expend and/or commit public funds of the city when deemed prudent and necessary for the protection of health, life, or property.

Section 8. OFFENSES; PENALTIES

- (a) It shall be unlawful for any person willfully to obstruct, hinder, or delay any member of the Emergency Management organization in the enforcement of any rule or regulation issued pursuant to this ordinance, or to do any act forbidden by any rule or regulation issued pursuant to the authority contained in this ordinance.

- (b) It shall likewise be unlawful for any person to wear, carry or display any emblem, insignia or any other means of identification as a member of the Emergency Management organization of the City of Thompsons, unless authority to do so has been granted to such person by the proper officials.
- (c) Any unauthorized person who shall operate a siren or other device so as to simulate a warning signal, or the termination of a warning, shall be deemed guilty of a violation of this ordinance and shall be subject to the penalties imposed by this ordinance.
- (d) Convictions for violations of the provisions of this ordinance shall be punishable by fine not to exceed Five Hundred dollars (\$500.00).

Section 9. SEVERABILITY

If any portion of this ordinance shall, for any reason, be declared invalidity shall not affect the remaining provisions thereof.

Section 10. LIMITATIONS

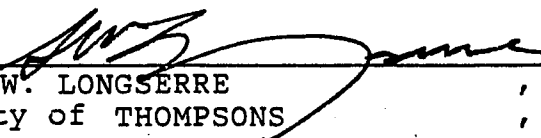
This ordinance shall not be construed so as to conflict with any State or Federal statute or with any military or naval order, rule, or regulation.

Section 11. REPEALER

All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

READ AND APPROVED on first reading this the
19TH DAY OF OCTOBER, 1989.

READ, APPROVED AND ADOPTED on second reading this the
25th DAY OF October, 1989.


 G.W. LONGSERRE, Mayor
 City of THOMPSONS, Texas

ATTEST:


 COLLEENE JOHNSON, City Secretary



STATE OF TEXAS §
COUNTY OF FORT BEND §

AGREEMENT BETWEEN FORT BEND COUNTY
AND THE TOWN OF THOMPSONS
TO COORDINATE EMERGENCY MANAGEMENT PROGRAMS

THIS AGREEMENT is entered into by and between the COUNTY OF FORT BEND, TEXAS, hereinafter referred to as "County", and the TOWN OF THOMPSONS, TEXAS, a Municipal Corporation duly organized and existing under the laws of the State of Texas, hereinafter referred to as "Town".

RECITALS

WHEREAS, the Texas Disaster Act of 1975, Chapter 418, Texas Government Code, provides for the requirements of municipal and county emergency management programs; and,

WHEREAS, the County has heretofore on October 3, 1983 enacted an emergency management plan that was revised by emergency management plan enacted March 25, 1985; and,

WHEREAS, Town has not enacted an emergency management plan of its own and desires to coordinate the emergency management needs of the Town with the heretofore stated program of the County; and,

WHEREAS, County desires to coordinate the emergency management program of County with the emergency management needs of Town.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the County and Town agree as follows:

1. The Town hereby agrees to coordinate the emergency management needs of its jurisdictional limits by and through the emergency management plan of County.

2. The Town shall designate a liaison officer to facilitate the cooperation and protection of the Town by and through the County emergency management plan.

3. The County has heretofore created the Office of Emergency Management to coordinate its emergency management plan, hereinafter referred to as "County Coordinator".

4. It is understood and agreed by all parties that the County emergency management plan will extend within and include the territorial limits of Town. It is further understood and agreed that unless an emergency is entirely localized in nature within Town, the overall administration of this plan shall be with County.

(a) In the event of a localized emergency, the County Coordinator will assist the Town liaison officer in providing for disaster preparedness, response, recovery and rehabilitation.

(b) In the event of a generalized emergency, the program will be administered by the County Coordinator, as provided in the County emergency management plan, assisted by the Town liaison officer.

5. It is further understood and agreed between the parties that this agreement can be terminated by either party upon thirty (30) days written notice.

6. It is further understood and agreed that this agreement shall be of no force and effect until formally approved by the respective governing bodies.

7. Each of the parties to this agreement represents and warrants to the other that the execution of this agreement has been duly authorized by their respective governing bodies.

EXECUTED this the 6th day of November, 1989.

COUNTY OF FORT BEND, TEXAS

by: Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

EXECUTED this the 25th day of October, 1989.

TOWN OF THOMPSONS, TEXAS

by: E. W. Longserre
E. W. Longserre, Mayor

ATTEST:

Calleen Johnson
City Secretary

PRESIDING JUDGES, ALTERNATE JUDGES AND POLLING PLACES
1989/1990

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PCT NO	PRESIDING JUDGE	CERT NO	ALTERNATE JUDGE	CERT NO	POLLING PLACE
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0205

1001	JEAN ANDERSON 903 EDGEWOOD DR RICHMOND, TX 77469 MAIL/SAME 713-232-5367	459	JUDITH GOERLITZ 720 EDGEWOOD DR RICHMOND, TX 77469 MAIL/SAME 713-342-2632	8487	FORT BEND COUNTY COURTHOUSE COMMISSIONERS COURTROOM 500 JACKSON ST RICHMOND, TX 77469 713-342-3411
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2002	ERNESTINE LAWSON 13509 T B MITCHEL RD KENDLETON, TX 77451 P.O. BOX 134 KENDLETON, TX 77451 409-532-0609	83977	ETHEL NEAL 114 LUM RD KENDLETON, TX 77451 P.O. BOX 42 KENDLETON, TX 77451 409-532-4346	17903	KENDLETON CITY HALL 13219 HWY 59 KENDLETON, TX 77451 P.O. BOX 700 KENDLETON, TX 77451 713-342-5946
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2003	BILLYE BRIDGES 402 MAIN ST FRESNO, TX 77545 P.O. BOX 222 FRESNO, TX 77545 713-431-2041	2639	ESSA MEANS 126 PALMETTO ST FRESNO, TX 77545 P.O. BOX 1117 FRESNO, TX 77545 713-431-2639	16425	FRESNO FIRE STATION 4525 HWY 521 FRESNO, TX 77545 P.O. BOX 185 FRESNO, TX 77545 713-431-2451
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3004	CANDRA STEWART 7307 MESONES DR HOUSTON, TX 77083 MAIL/SAME 713-277-4245	71080	MARGARET SMITH 16314 SINALOA DR HOUSTON, TX 77083 MAIL/SAME 713-277-1882	61225	MISSION BEND ELEMENTARY 16200 BEECHNUT HOUSTON, TX 77083 P.O. BOX 1004 SUGAR LAND, TX 77487
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3005	MARSHA DECKER 4107 PECAN BEND RICHMOND, TX 77469 RT 2 BOX 22BN RICHMOND, TX 77469 713-342-3283	33448	JAMES HEROLD 3909 SKINNER LN RICHMOND, TX 77469 MAIL/SAME 713-341-0368	143754	SWINGING DOOR RESTAURANT HWY 359 RICHMOND, TX 77469 RT 2 BOX 29 RICHMOND, TX 77469 713-342-4758
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4006	CAROLE BENTLEY 8406 WILSON FULSHEAR, TX 77441 P.O. BOX 215 FULSHEAR, TX 77441 713-533-9253	1664	MAY BLACKMON 4205 WADE LN BROOKSHIRE, TX 77423 MAIL/SAME 713-346-1127	95846	HUGGINS ELEMENTARY #1 HUGGINS DR FULSHEAR, TX 77441 P.O. BOX 338 FULSHEAR, TX 77441 713-346-1222
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1007	LINDA GARCIA 814 RIGGINS RD THOMPSONS, TX 77481 BOX 32 THOMPSONS, TX 77481 713-343-0527	7952	COLLEENE JOHNSON 814 OIL FIELD RD THOMPSONS, TX 77481 P.O. BOX 38 THOMPSONS, TX 77481 713-343-0535	38857	BOOTH MERCANTILE CO HWY 762 BOOTH, TX 77421 3711 SAN FELIPE HOUSTON, TX 713-
4008	LESTER REINECKER 11810 REINECKE RD WALLIS, TX 77485 RT 1 BOX 230 WALLIS, TX 77485 409-478-6650	20626	ESTHER DUSEK 2507 FM 1952 EAST BERNARD, TX 77435 RT 1 BOX 143A EAST BERNARD, TX 77435 409-335-7945	6270	ORCHARD ELEMENTARY 9700 KIBLER ORCHARD, TX 77464 P.O. BOX 30 ORCHARD, TX 77464 409-478-6610
3009	TERESE RAI 1721 COUNTRY CLUB BLVD SUGAR LAND, TX 77478 MAIL/SAME 713-491-2809	57837	NELLE HENRY 45 RIVERCREEK WAY SUGAR LAND, TX 77478 MAIL/SAME 713-494-1866	45614	SUGAR CREEK COUNTRY CLUB 420 SUGAR CREEK BLVD SUGAR LAND, TX 77478 MAIL/SAME 713-494-9131
2010	PAUL LEGENDRE 14436 JOYCE ST NEEDVILLE, TX 77461 MAIL/SAME 409-793-4454	14177	RUBY GERKEN 15230 HWY 36 S NEEDVILLE, TX 77461 MAIL/SAME 409-793-6194	8262	NEEDVILLE KNIGHTS OF COLUMBUS CLUB 13631 HWY 36 NEEDVILLE, TX 77461 10420 WILL LEHMANN NEEDVILLE, TX 77461 409-793-4313
4011	HELEN HERGET 2834 FIELD LINE DR SUGAR LAND, TX 77479 MAIL/SAME 713-980-3750	111453	SANDRA SANDBERG 2647 WILLIAMS GRANT SUGAR LAND, TX 77479 MAIL/SAME 713-980-3748	115869	WHEELER FIELD HOUSE 16403 LEXINGTON BLVD SUGAR LAND, TX 77479 P.O. BOX 1004 SUGAR LAND, TX 77487 713-980-3784
2012	BERTHA KELM 1817 MULLOAHY ROSENBERG, TX 77471 MAIL/SAME 713-232-4345	12693	MARCUS KELM, JR 1817 MULCAHY ROSENBERG, TX 77471 MAIL/SAME 713-232-4345	12699	ROBERT E. LEE 1680 AVE M ROSENBERG, TX 77471 3911 AVE I ROSENBERG, TX 77471 713-342-5521
3013	PAULINE SCHULTE 1303 ADAMS AVE MISSOURI CITY, TX 77489 MAIL/SAME 713-499-3893	48940	WINSTON SCHULTE 1303 ADAMS AVE MISSOURI CITY, TX 77489 MAIL/SAME 713-499-3893	48939	HOLY FAMILY CATHOLIC CHURCH 1510 FIFTH ST MISSOURI CITY, TX 77459 MAIL/SAME 713-499-9688

3014	ANN CROCKETT 1130 FM 1463 KATY, TX 77450 P.O. BOX 536 KATY, TX 77449 713-392-3295	4897	MARY LANAHAN 24935 ROESNER RD KATY, TX 77494 MAIL/SAME 713-	13838	KATY HIGH SCHOOL 6331 HWY BLVD KATY, TX 77449 6331 HWY BLVD 713-391-8138
4015	SIDNEY PASTOR, SR 2001 FM 1875 BEASLEY, TX 77417 RT 1 BOX 146-A BEASLEY, TX 77417 409-387-2747	19033	ELLA HACKER 311 SEVENTH ST S BEASLEY, TX 77417 P.O. BOX 4 BEASLEY, TX 77417 409-387-2461	9410	BEASLEY TOWN HALL 214 THIRD ST S BEASLEY, TX 77417 P.O. BOX 122 BEASLEY, TX 77417 409-387-2775
1016	J D ALEXANDER 3803 AVE P ROSENBERG, TX 77471 MAIL/SAME 713-232-4762	202			GEROGE JR. HIGH 4601 AIRPORT RD ROSENBERG, TX 77471 3911 AVE I ROSENBERG, TX 77471 713-232-6494
2017	NITA HIGHT 6811 THORNWILD RD MISSOURI CITY, TX 77489 MAIL/SAME 713-437-6345	10641	CHRISTINE WASHINGTON 15830 KUBEN LN MISSOURI CITY, TX 77489 MAIL/SAME 713-437-7489	46723	BRIARGATE ELEMENTARY 15817 BLUE RIDGE RD MISSOURI CITY, TX 77459 P.O. BOX 1004 SUGAR LAND, TX 77487-1004 713-437-1988
1018	LORETTA MYSKA 9503 JANDA RD RICHMOND, TX 77469 RT 3 BOX 106 RICHMOND, TX 77469 409-793-6610	17822	MARGARET SBRUSCH 10607 JANDA RD RICHMOND, TX 77469 MAIL/SAME	22206	FAIRCHILD GIN OFFICE 10119 FM 361 FAIRCHILDS, TX 77469 10119 FM 361 RICHMOND, TX 77469 409-793-4438
4019	LILLIAN STEFFENS 5709 BLACKSMITH SIMONTON, TX 77476 P.O. BOX 217 SIMONTON, TX 77476 713-533-9352	24104	JEANETTE BARNES 9729 BARNES SIMONTON, TX 77476 DRAWER R SIMONTON, TX 77476 713-533-9178	1131	SIMONTON CIVIC CENTER 9605 FM 1489 SIMONTON, TX 77476 P.O. DRAWER HH SIMONTON, TX 77476 713-346-1518
4020	MARY BOHLMAN 13702 DRAKEWOOD DR SUGAR LAND, TX 77478 MAIL/SAME 713-494-6598	2145	CAROL SNOWBARGER 13747 GRAYWOOD DR SUGAR LAND, TX 77478 MAIL/SAME 713-494-1983	34794	SUGAR LAND CHURCH OF GOD 1715 ELDRIDGE RD SUGAR LAND, TX 77478 MAIL/SAME 713-242-2424

2021	EDWARD BRENNAN, JR 20214 DEER RUN DAMON, TX 77430 RT 1 BOX 200 DAMON, TX 77430 409-553-3771	63973	JOYCE MARTIN 20507 LAKEVIEW RD DAMON, TX 77430 RT 1 BOX 217 DAMON, TX 77430 409-553-3641	15426	MEYERS STORE FM 1462 AT 762 DAMON, TX 77430 RT 1 BOX 848 DAMON, TX 77430 409-553-3002
3022	PAUL HUGHES 12518 BROOK BEADOWS LN STAFFORD, TX 77477 MAIL/SAME 713-240-9250	124141	ELAINE HERFF 11815 AMBLEWOOD DR STAFFORD, TX 77477 MAIL/SAME 713-489-6518	10419	MEADOWS COMMUNITY CENTER 11924 AMBLEWOOD DR MEADOWS, TX 77477 11803 KIRKWOOD STAFFORD, TX 77477 713-498-9047
2023	BRENDA LONG 5038 PARKRIDGE DR HOUSTON, TX 77053 MAIL/SAME 713-437-1458	52772	IDA THOMAS 16506 PARKRIDGE CT HOUSTON, TX 77053 MAIL/SAME 713-437-8153	43838	RIDGEMONT ELEMENTARY 4910 RAVEN RIDGE DR HOUSTON, TX 77053 P.O. BOX 1004 SUGAR LAND, TX 77487 713-437-1988
2024	CHERYL DAVIS 506 TWIN LN ROSENBERG, TX 77471 RT 1 BOX 137 CH ROSENBERG, TX 77471 713-	81879	HARVEY LUDWIG 831 FINNEY-VALLEY RD ROSENBERG, TX 77471 RT 1 BOX 139-A ROSENBERG, TX 77471 713-342-6093	14882	HARVEY LUDWIG'S GARAGE 831 FINNEY-VALLET RD ROSENBERG, TX 77471 RT 1 BOX 139-A ROSENBERG, TX 77471 713-342-6093
1025	ETHEL GRIGGS 401 TWIN LN ROSENBERG, TX 77471 P.O. DRAWER 1728 ROSENBERG, TX 77471 713-342-2831	93501	BESSIE ELDER 4808 BRYAN RD RICHMOND, TX 77469 P.O. BOX 766 ROSENBERG, TX 77471 713-323-2608	6504	AG EXTENTION OFFICE 4310 HWY 36 ROSENBERG, TX 77471 RT 2 BOX 643T ROSENBERG, TX 77471 713-342-3034
4026	ALICE SOHUMANN 5003 HWY 90A SUGAR LAND, TX 77478 P.O. BOX 366 SUGAR LAND, TX 77487 713-565-3643	22563	JOY MC VEE 4507 PECAN GROVE SUGAR LAND, TX 77479 MAIL/SAME 713-494-3622	16393	SCHUMANN RESIDENCE 5003 HWY 90A SUGAR LAND, TX 77478 P.O. BOX 366 SUGAR LAND, TX 77487 713-494-3643
3027	MILTON HUGHES 331B COUNTRY CLUB BLVD STAFFORD, TX 77477 MAIL/SAME 713-491-8408	93163	LISA STONE 3314 COUNTRY CLUB BLVD STAFFORD, TX 77477 MAIL/SAME 713-491-5779	86969	STAFFORD CIVIC CENTER 1415 CONSTITUTION AVE STAFFORD, TX 77477 2610 MAIN ST S STAFFORD, TX 77477 713-499-5763

4028	NANCY HOLLOWAY 2719 BROADMOOR CIR MISSOURI CITY, TX 77459 MAIL/SAME 713-437-8329	10934	SYLVIA FRANKSON 3522 LA COSTA RD MISSOURI CITY, TX 77459 MAIL/SAME 713-499-3654	77920	QUAIL VALLEY REC CENTER 2815 CYPRESS POINT MISSOURI CITY, TX 77459 2815 CYPRESS POINT MISSOURI CITY, TX 77459 713-499-3504
4029	FRAN NESTER 706 PALM GROVE CIR SUGAR LAND, TX 77478 MAIL/SAME 713-491-0104	96930	ROLAND BRUNET 215 SAVOY ST SUGAR LAND, TX 77478 MAIL/SAME 713-242-2556	2949	FIRST BAPTIST CHURCH 420 WOOD ST SUGAR LAND, TX 77478 MAIL/SAME 713-494-3046
4030	SUE NEASE 3411 CROW VALLEY DR MISSOURI CITY, TX 77459 MAIL/SAME 713-437-3741	45877	ELLA FEARS 3407 CORW VALLEY DR MISSOURI CITY, TX 77459 MAIL/SAME 713-437-1975	45875	FORT BEND COMMUNITY HOSPITAL 3803 FM 1092 MISSOURI CITY, TX 77459 MAIL/SAME 713-499-4800
2031	NORMA GREEN 15522 SUMMER BRIAR CT MISSOURI CITY, TX 77489 MAIL/SAME 713-437-9820	75820	JANICE GENTRY 15715 IRONSIDE HILL DR MISSOURI CITY, TX 77489 MAIL/SAME 713-437-7149	92432	RIDGEGATE ELEMENTARY 6015 WEST RIDGECREEK HOUSTON, TX 77053 P.O. BOX 1004 SUGAR LAND, TX 77487 713-437-1988
3032	BERNICE UPTON 10210 OVERVIEW DR SUGAR LAND, TX 77478 MAIL/SAME 713-242-9697	51833	CAROLE POLZER 10123 KENT TOWNE LN SUGAR LAND, TX 77478 MAIL/SAME 713-	39069	TOWNWEST TOWN HALL 10322 OLD TOWNE LN SUGAR LAND, TX 77478 10322 OLD TOWNE LN SUGAR LAND, TX 77478 713-494-7906
4033	JOAN SWAIN 3127 CYPRESS POINT DR MISSOURI CITY, TX 77459 MAIL/SAME 713-437-8552	24644	DARLENE STERNBERG 3011 TAM O SHANTER LN MISSOURI CITY, TX 77459 MAIL/SAME 713-437-7574	24137	LANTERN LANE ELEMENTARY 3323 MISSION VALLEY DR MISSOURI CITY, TX 77459 P.O. BOX 1004 SUGAR LAND, TX 77487 713-437-1988
2034	JUDITH NICHOLS 3411 BEDFORD FORREST CT MISSOURI CITY, TX 77459 MAIL/SAME 713-437-1030	66933	WANDA WORMSBAKER 3227 CUMBERLAND DR MISSOURI CITY, TX 77459 MAIL/SAME 713-438-6209	145712	VICKSBURG POOL HOUSE 3206 CUMBERLAND DR MISSOURI CITY, TX 77489 9575 KATY FREEWAY, SUITE 130 HOUSTON, TX 77024 713-

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2035	GREG TYLER 16438 SKETT CT MISSOURI CITY, TX 77489 MAIL/SAME 713-437-3446	107168	LESIA TYLER 16438 SKETT CT MISSOURI CITY, TX 77489 MAIL/SAME 713-437-3446	130248	QUAIL RUN POOL 16730 QUAIL PARK MISSOURI CITY, TX 77489
2036	LILLIE WELCH 16923 HORSE LN HOUSTON, TX 77053 P.O. BOX 773 MISSOURI CITY, TX 77489		MABLE NULISCH 16931 HORSE LN HOUSTON, TX 77053	18337	LILLIE WELCH RESIDENCE 16923 HORSE LN MISSOURI CITY, TX 77489 P.O. BOX 773
1037	ALICIA GARCIA 820 SIXTH ST ROSENBERG, TX 77471 MAIL/SAME 713-342-3851	7880	LENETTE SELF 1221 MAC ARTHUR ST ROSENBERG, TX 77471 MAIL/SAME 713-342-3042	22792	TRAVIS ELEMENTARY 2700 AVE K ROSENBERG, TX 77471 3911 AVE I ROSENBERG, TX 77471 713-342-5521
1038	MARY BECERRA 314 SECOND ST ROSENBERG, TX 77471 MAIL/SAME 713-342-4386	1437	TONY BECERRA 314 SECOND ST ROSENBERG, TX 77471 MAIL/SAME 713-342-4386	1447	JACKSON INTERMEDIATE SCHOOL 301 THIRD ST ROSENBERG, TX 77471 3911 AVE I ROSENBERG, TX 77471
1039	MARGARET GONZALES 706 BLUME RD ROSENBERG, TX 77471 1810 AVE G ROSENBERG, TX 77471 713-342-9577	53334	ROSARIO STANFORD 4920 DOGWOOD DR ROSENBERG, TX 77471 MAIL/SAME 713-232-2951	146205	CARLOS UPHOLSTERY 726 VERA CRUZ ROSENBERG, TX 77471 713-342-6041
1040	LINDA LUNA 1705 MAIDEN LN RICHMOND, TX 77469 MAIL/SAME 713-232-7706	74691			ST JOHN FISHER CHURCH 410 CLAY RICHMOND, TX 77469 MAIL/SAME 713-342-5092
4041	LUCILLE ALLEN 1902 OLD COLONY CT RICHMOND, TX 77469 MAIL/SAME 713-341-0028	70541	ANDY THYSSEM 1907 OLD COLONY CT RICHMOND, TX 77469 MAIL/SAME 713-341-9002	110194	PECAN GROVE ELEMENTARY 3330 OLD SOUTH DR RICHMOND, TX 77469 P.O. BOX 1004 SUGAR LAND, TX 77487 713-980-1300

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4042	JACK NEAL 518 KYLE ST SUGAR LAND, TX 77478 MAIL/SAME 713-494-2304	17908	JIMI NEAL 518 KYLE ST SUGAR LAND, TX 77478 MAIL/SAME 713-494-2304	17910	SUGAR LAND COMMUNITY CENTER 226 MATLAGE WAY SUGAR LAND, TX 77478 MAIL/SAME 713-242-2105
3043	JERRY JOHNSON 12402 HUNTINGTON VENTURE HOUSTON, TX 77099 MAIL/SAME 713-530-1508	82964	MELINDA JOHNSON 12402 HUNTINGTON VENTURE HOUSTON, TX 77099 MAIL/SAME 713-530-1508	85921	SOUTHWEST CALVARY BAPTIST CHURCH 12910 WEST BELLFORT HOUSTON, TX 77099 MAIL/SAME 713-933-6340
2044	ARTHUR KENNEDY 5514 SHADYWOOD ST SUGAR LAND, TX 77479 MAIL/SAME 713-499-5110	40706	CARLENE KENNEDY 5514 SHADYWOOD ST SUGAR LAND, TX 77479 MAIL/SAME 713-499-5110	40707	A B KENNEDY RESIDENCE 5514 SHADYWOOD ST SUGAR LAND, TX 77479 MAIL/SAME 713-499-5110
3045	SHERRY ISLAM 14818 EARLSWOOD DR HOUSTON, TX 77083 MAIL/SAME 713-530-6038	79859	EVA WILLIAMS 16826 LIMESHADY LN SUGAR LAND, TX 77478 MAIL/SAME 713-277-1448	94422	KINGSBRIDGE CHRISTIAN 8727 GAINS RD SUGAR LAND, TX 77478 MAIL/? 713-933-1431
3046	BETTY TURNBOW 1735 CREEKSIDE DR SUGAR LAND, TX 77478 MAIL/SAME 713-980-6204	90773	CAROLE WOLENSKI 3307 BIG HORN CT SUGAR LAND, TX 77478 MAIL/SAME 713-980-8220	124549	HIGHLANDS ELEMENTARY 2202 COLONIST PARK SUGAR LAND, TX 77478 P.O. BOX 1004 SUGAR LAND, TX 77487 713-980-1300
4047	DON CHAPUT 3314 LARKWOOD LN SUGAR LAND, TX 77479 MAIL/SAME 713-980-7537	83707	LISA CHAPUT 3314 LARKWOOD LN SUGAR LAND, TX 77479 MAIL/SAME 713-980-7537	83708	FIRST COLONY CHURCH OF CHRIST 3119 SWEETWATER BLVD SUGAR LAND, TX 77479 MAIL/SAME 713-980-7070
3048	BOBBY MILLS 2206 ASHMON CT DR MISSOURI CITY, TX 77489 MAIL/SAME 713-499-9095	105707	QINDY VIATOR 2347 RIVER VALLEY DR MISSOURI CITY, TX 77489 MAIL/SAME 713-499-8184	62196	FIRST INTERSTATE BANK 2440 FM 2234 AT COURT RD MISSOURI CITY, TX 77489 6451 OLYMPIA HOUSTON, TX 77057 713-894-7521 BUSINESS ONLY
3049	MONTTEEN KEMP 3302 NORTHPARK DR MISSOURI CITY, TX 77459 MAIL/SAME 713-499-4365	12716	BILLIE ALEXANDER 3203 NORTHPARK DR MISSOURI CITY, TX 77459 MAIL/SAME 713-499-5347	47960	MEADOWCREEK CLUBHOUSE 2410 LA QUINTA AT CARTWRIGHT MISSOURI CITY, TX 77459 P.O. BOX 1221 MISSOURI CITY, TX 77459

3050	SAM ANDREWS 1122 PECAN GLEN DR MISSOURI CITY, TX 77489 MAIL/SAME 713-437-9345	92019	PAM ANDREWS 1122 PECAN GLEN DR MISSOURI CITY, TX 77489 MAIL/SAME 713-437-9345	93558	HUNTERS GLEN ELEMENTARY 8295 INDEPENDENCE BLVD MISSOURI CITY, TX 774 P.O. BOX 1004 MISSOURI CITY, TX 713-437-1986
2051	WANDA DAVILA 14514 STONE PARK LN MISSOURI CITY, TX 77489 P.O. BOX 1114 MISSOURI CITY, TX 77489 713-438-1871	30245	GLADYS WADDY 15326 RIDINGWOOD DR MISSOURI CITY, TX 77489 MAIL/SAME 713-438-4628	26403	CHASEWOOD CLUBHOUSE 7622 CHASEWOOD DR MISSOURI CITY, TX 77489 P.O. BOX 1483 MISSOURI CITY, TX 77459 713-438-8251
2052	EVELYN BARNETT 15507 WILLMORE LN MISSOURI CITY, TX 77489 MAIL/SAME 713-437-2050	30038	JO ANN TATUM 15303 WILLVIEW RD MISSOURI CITY, TX 77489 MAIL/SAME 713-437-1129	24806	PRECINCT 2 MAINTENANCE BLD 16030 BLUE RIDGE RD MISSOURI CITY, TX 77489 P.O. BOX 249 FRESNO, TX 77545 713-431-0555
3053	THOMAS JACKSON, JR 1822 ELDRIDGE RD SUGAR LAND, TX 77478 MAIL/SAME 713-240-0115	44773	CAROLYN JACKSON 1822 ELDRIDGE RD SUGAR LAND, TX 77478 MAIL/SAME 713-240-0115	121572	ST THOMAS AGUINAS CHURCH 12627 WEST BELLFORT SUGAR LAND, TX 77478 MAIL/SAME 713-240-6721
4054	KAY KINGELIN 915 BAKER RD ROSENBERG, TX 77471 RT 2 BOX 148 ROSENBERG, TX 77471 713-342-6315	12950	JIMMIE GILLEN 419 PERRY RD ROSENBERG, TX 77471 RT 2 147 A ROSENBERG, TX 77477 713-23-6969	8386	KINGELIN RESIDENCE 915 BAKER RD ROSENBERG, TX 77471 RT 2 BOX 148 ROSENBERG, TX 77471 713-342-6315
2055	GLORIA VINCENT 6003 SANTA CHRISTI DR HOUSTON, TX 77053 MAIL/SAME 713-437-3729	118149	JOYCE BALLENGER 16718 SONATA CT HOUSTON, TX 77053 MAIL/SAME 713-437-2401	139238	WILLOWRIDGE HIGH SCHOOL 16301 CHIMNEY ROCK HOUSTON, TX 77053 P.O. BOX 1004 SUGAR LAND, TX 77487 713-437-1988
2056	DANIEL GONZALES 5713 MAYWOOD DR HOUSTON, TX 77053 MAIL/SAME 713-437-8623	8566	CECILIA COPSEY 5614 MAYWOOD DR HOUSTON, TX 77053 MAIL/SAME 713-437-8312	34651	MAYFAIR PARK CIVIC CENTER 6006 ARTHINGTON HOUSTON, TX 77053 5614 MAYWOOD DR HOUSTON, TX 77053 NO PHONE

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3057	ROSEMARY ISTO 303 BELLA VISTA RICHMOND, TX 77469 MAIL/SAME 713-342-0976	87753	ELIZABETH VOSS 1718 LAGUNA RICHMOND, TX 77469 MAIL/SAME 713-342-0476	92238	ISTO RESIDENCE 303 BELLA VISTA RICHMOND, TX 77469 RT 4 BOX 94-KJ RICHMOND, TX 77469 713-342-0976
2058	JOE DICKERSON 8619 QUAIL BURG LN MISSOURI CITY, TX 77489 MAIL/SAME 713-438-6947	161922	JONNIE SPENCER 8623 QUAIL BURG LN MISSOURI CITY, TX 77489 MAIL/SAME	133749	QUAIL GLEN POOL HOUSE 17230 QUAIL GLEN DR MISSOURI CITY, TX 77489 MAIL/SAME 713-437-9931
2059	SYBIL ORONSAYE 17218 ARTWOOD LN MISSOURI CITY, TX 77489 MAIL/SAME 713-437-5845	79265	GLORIA STUBBLEFIELD 8607 ROCKMONT CT MISSOURI CITY, TX 77489 MAIL/SAME 713-438-2388		QUAIL GLEN POOL HOUSE 17230 QUAIL GLEN DR MISSOURI CITY, TX 77489 713-437-9931
3060	JIM HUGHEY 2805 FIR CREST CT STAFFORD, TX 77477 P.O. BOX 608 STAFFORD, TX 77477 713-499-3855	114806	ALEJANDRO ARISMENDEZ 2835 LELIA LN STAFFORD, TX 77477 MAIL/SAME 713-499-2853	96701	FULL GOSPEL FELLOWSHIP CHURCH 910 BRAND LANE STAFFORD, TX 77477 MAIL/SAME 713-499-0551
2061	HELEN HUBENAK 3626 RAMBLE CREEK MISSOURI CITY, TX 77459 MAIL/SAME 713-977-1812	11254	RICHARD PITRE 3611 PECAN RIDGE DR MISSOURI CITY, TX 77459 P.O. BOX 1587 713-431-0021	79914	YEAKLEY RESIDENCE 6105 MC KEEVER MISSOURI CITY, TX 77459 MAIL/SAME 713-431-1139
4062	JIM PHELPS 2103 GLENN LAKES DR MISSOURI CITY, TX 77459 MAIL/SAME 713-437-5716	30091	SARITA PARKER 3311 BOCA RATON DR MISSOURI CITY, TX 77459 MAIL/SAME 713-437-7616	105125	PALMER ELEMENTARY 4208 CORW VALLEY DR MISSOURI CITY, TX 77459 P.O. BOX 1004 SUGAR LAND, TX 77487 713-438-0260
4063	J C WHITTEN 1902 FAWN WAY CT RICHMOND, TX 77469 MAIL/SAME 713-342-0978	79798	KATHLEEN JONES 1715 COBBLESTONE CT RICHMOND, TX 77469 MAIL/SAME 713-342-0133	95095	PITTS RD FIRE STATION 727 PITTS RD RICHMOND, TX 77469 MAIL/SAME 713-232-3653
4064	SHARON AUST 2926 JENNY DR SUGAR LAND, TX 77479 MAIL/SAME 713980-3475	69521	GAIL STONE 3018 FRONTIER DR SUGAR LAND, TX 77479 MAIL/SAME 713-980-1228	55216	SETTLERS PARK COMMUNITY CENTER 3010 SETTLERS WAY SUGAR LAND, TX 77479 P.O. BOX 720262 HOUSTON, TX 77272

4065

GLENN BLATT
2731 LAKEFIELD WAY
SUGAR LAND, TX 77479
MAIL/SAME
713-980-9043

133569

RENEE BLATT
2731 LAKEFIELD WAY
SUGAR LAND, TX 77479
MAIL/SAME
713-980-9043

FIRST COLONY AQUATICS CENTER
4350 AUSTIN PARKWAY
SUGAR LAND, TX 77479
MAIL/SAME
713-980-2583

3066

STEVE FITZPATRICK
8004 MEDIO DR
HOUSTON, TX 77083
MAIL/SAME
713-933-3005

90636

DELMAR RUSSELL
15238 EISENADA DR
HOUSTON, TX 77083
MAIL/SAME
713-530-2912

89536

MISSION GLEN ELEMENTARY
16053 MISSION GLEN
HOUSTON, TX 77083
P.O. BOX 1004
SUGAR LAND, TX 77487
713-980-1300

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1067

MANUEL ZAMORA
511 GONYO LN
RICHMOND, TX 77469
MAIL/SAME
713-342-4850

43769

MARY SANTANA
503 GONYO LN
RICHMOND, TX 77469
MAIL/SAME
713

16028

MANFORD WILLIAMS ELEMENTARY
5111 FM 762
RICHMOND, TX 77469
3911 AVE I
ROSENBERG, TX 77471
713-341-3330

2068

SHIRLEY BRENN
11504 DANNHAUS RD
NEEDVILLE, TX 77461
MAIL/SAME
409-793-6991

2610

PEGGY RAESNER
13236 KRUEGER RD
GUY, TX 77444
RT 1 BOX 9
GUY, TX 77444
409-793-6869

20240

KOLAR'S COUNTRY CORRAL
14002 MAREK LN
GUY, TX 77444
P.O. BOX 313
GUY, TX 77444
409-793-4395



County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3780

November 6, 1989

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of September, 1989. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

The breakdown of the fees paid by the Tax Collector in September is attached to this letter.

The following is the criminal and civil case report for the JPs for the month of September, 1989:

JP	# OF CASES:	New	Pending	Dismissed	Paid	Open	Civil Cases
JP 1	Geick	723	3938	110	341	4210	21
JP2-1	Molina	556	1331	140	347	1400	49
JP2-2	Fredrickson	345	955	36	190	1074	1
JP3	Stahl	66	423	9	82	398	44
JP4	Adolphus	454	4475	113	247	4569	32

Quarterly audits were conducted which included internal controls and cash counts on all Fee Officers except District Clerk and County Clerk. Attached are the recommendations from the Auditor's Office concerning the audits that were completed for the period from July 1 through September 30, 1989.

There was nothing that would lead us to beleive that these reports are not, in all material respects, a fair representation of cash transactions of the records presented to us.

NOVEMBER 6, 1989

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1989.

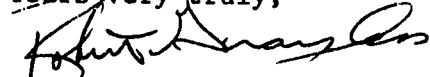
If the Court concurs, the following order might be adopted:

Moved by Commissioner____, seconded by Commissioner____, duly put and carried, it is ordered that the monthly reports of fees collected by Fee Officers identified below, for the month of September, 1989 be approved as recommended by the County Auditor in his letter of November 6, 1989.

Jodie Stavinoha, County Judge
Sam Dick, District Attorney
Dianne Wilson, County Clerk
Glory Ketelers, District Clerk
Gus George, Sheriff
Gary Geick, JP Pct. 1
George Molina, JP Pct. 2-1
Marsha Gaines, Tax Collector

Gary Fredrickson, JP Pct. 2-2
Robert Stahl, JP Pct. 3
James Adolphus, JP Pct. 4
R.L. "Tiny" Gaston, Constable Pct. 1
Ray Breeding, Constable Pct. 2
Rob Cook, Constable Pct. 3
S. H. Werlein, Constable Pct. 4

Yours very truly,



Robert Grayless,
County Auditor

RG:DP:dp

FEE OFFICERS REPORT TO COMMISSIONERS COURT
SEPTEMBER 1989

OFFICER	SOURCE	GROSS AMOUNT	FEE OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED	YEAR TO DATE
County Clerk	Civil	65,488.60					
	Criminal	50,103.36	72,623.85	21,221.36	21,746.75	115,591.96	1,096,269.58
District Clerk	Civil	61,867.94					
	Criminal	9,399.50	44,914.74	4,211.00	22,141.70	71,267.44	652,569.92
Tax Collector	See Letter	134,535.45	134,535.45			134,535.45	1,921,376.02
District Atty.	****Bad Check	3,288.73	3,288.73			3,288.73	32,359.97
Sheriff	Criminal	30,440.00	4,877.00		25,563.00	30,440.00	243,171.11
J.P. #1	Civil	1,482.00					
	Criminal	24,175.26	17,028.76		8,628.50	25,657.26	209,389.73
J.P. #2-1	Civil	2,735.00					
	Criminal	17,032.50	13,933.50		5,834.00	19,767.50	165,276.63
J.P. #2-2	Civil	100.00					
	Criminal	12,420.50	8,864.50		3,656.00	12,520.50	180,659.85
J.P. #3	Civil	3,282.10					
	Criminal	4,324.50	6,298.11		1,308.49	7,606.60	88,696.65
J.P. #4	Civil	690.00					
	Criminal	15,813.50	12,534.00		3,969.50	16,503.50	128,648.78
Constable #1	Civil	41,065.87	2,144.87		38,921.00	41,065.87	160,287.95
Constable #2	Civil	2,377.70	1,860.60		517.10	2,377.70	22,695.07
Constable #3	Civil	6,894.33	4,394.00		2,500.33	6,894.33	150,508.17
Constable #4	Civil	14,724.91	4,365.44		10,359.47	14,724.91	82,990.91
TOTAL		502,241.75	331,663.55	25,432.36	145,145.84	502,241.75	5,134,900.34

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

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

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

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

FORT BEND COUNTY AUDITOR

TAX/COLLECTOR FEES & INTEREST
PAID IN THE MONTH OF
SEPTEMBER, 1989

HIGHWAY FEES JULY 1989.....	\$66,172.83	
HIGHWAY FEES AUG 1989.....	0.00 *	
	0.00	
TOTAL HIGHWAY FEES		\$66,172.83
PROPERTY TAX COMMISSIONS		
JUNE 1989 PAGE 8.....	(3.65)	
JULY 1989 PAGE 6,7.....	117.59	
AUG 1989 PAGE 4-13.....	5,629.94	
SEPT 1989 PAGE 1-8.....	1,201.14	
TOTAL COMMISSIONS		6,945.02
TAX CERTIFICATES -AUGUST 1989	0.00 *	
MUD CERTIFICATES -AUGUST 1989	0.00	
	0.00	
TOTAL COMMISSIONS		0.00
ROAD AND BRIDGE -	51,017.15	
Reports #37-40, 1989		
TOTAL ROAD & BRIDGE		51,017.15
BEER AND LIQUOR - AUG 1989.....	5,213.25	
	0.00	
TOTAL BEER & LIQUOR		5,213.25
INTEREST-NOW ACCT AUG 1989	4,633.44	
PROPERTY TAX INVESTMENTS	0.00	
HIGHWAY INVESTMENTS	548.62	
JUDGEMENT FEES	5.14	
COPIES OF TAX ROLL	0.00	
SALE OF DELINQUENT TAX ROLL TAPE	0.00	
TOTAL INTEREST & MISC. FEES..		5,187.20
GRAND TOTAL FEES		\$134,535.45
		=====

* Not paid in September 1989.

 BY Mary Hancock
 Mary Hancock, Internal Auditor 10/10/89

FEE OFFICERS AUDITS:

OFFICER -----	DATE OF REPORT -----	RECOMMENDATIONS -----
JP 1	7.26.89	Keep a ledger of the partial payments to monitor the payments; flag those jackets with partial payments.
JP 2-1	7.26.89	Improve handling of the dockets. A number of errors have been noted.
JP 2-2	10.02.89	Attach copies of documents supporting the dismissal of the cases, i.e., DDC completion, driver's license, etc.
JP 3	7.18.89	There were no significant findings noted in the audit.
JP 4	7.19.89	Utilize the IBM PC for as many manual jobs as possible.
Constable 1	7.26.89	There were no significant exceptions noted in the audit.
Constable 2	7.12.89	There were no significant exceptions noted in the audit.
Constable 3	10.2.89	There were no significant exceptions noted in the audit.
Constable 4	7.24.89	Maintain Fee Officer Ledger and bank reconciliation.
Treasurer	8.22.89	Update the schedule of the bank pledges on the investments.
Tax Collector	10.06.89	Refund the balances of those auto dealer accounts that have been inactive for quite sometime now at the Sugar Land Office.
		Keep the monies of the auto dealers in separate envelopes at the Needville Office.
	7.28.89	Reference the beginning and ending receipt numbers when paying renewals and notary fees in the Beer and Liquor reports starting with the July 1989 report at the Richmond Office.
	7.12.89	There were no significant exceptions noted in the audit at the Sugar Land Office.
Sheriff	8.11.89	Adjust your fee officer records by

\$3,572.53 in order to reconcile with our records.

District Clerk 9.8.89
Trust Funds

Efforts to collect the \$5,000 error noted in the Courtland vs. Great Expectations case should be made before the error is finally corrected. In lieu of the Auditor countersigning on the checks, we suggest that we audit the funds annually.



County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3780

November 6, 1989

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of September, 1989. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1989. Audits were conducted on certain non-fee officers for the period July 1 through September 30, 1989. Attached are the recommendations from the Auditor's office concerning these audits.

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, 1989 be approved as recommended by the County Auditor in his letter of November 6, 1989.

Ronald Drachenberg, Engineering
Walter Culpepper, Health & Sanitation
Daniel Kosler, Ambulance Service
A.E. "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Roman Bohachevsky, Library
Laidlaw Waste, Sanitary Landfill

Hopie Solomon, Indigent Care
Travis Boeker, Fairgrounds
Cynthia Reeves, Animal Control
Mary Lynn Chesshire,
Bail Bond Board
Elizabeth LaVois, Child Support

Yours very truly,

Robert Grayless,
County Auditor

RG:DP:dp

FORT BEND COUNTY
NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

SEPTEMBER 1989

	TOTAL COLLECTED	YEAR TO DATE
CHILD SUPPORT	1,884.00	14,508.00
HEALTH AND SANITATION	1,419.00	21,171.00
AMBULANCE	9,810.34	79,940.56
ANIMAL CONTROL	573.00	5,361.00
SANITARY LANDFILL	136,695.30	1,113,602.56
LIBRARIES	4,711.60	44,402.46
INDIGENT CARE	103.00	715.00
FAIRGROUNDS	497.50	40,647.25
ADULT PROBATION (FUND 99)	45,226.37	378,633.44
JUVENILE PROBATION	1,985.51	16,202.87
COUNTY ENGINEERING	1,132.00	10,377.00
BAIL BOND BOARD	0.00	2,500.00
TOTAL FOR MONTH	204,037.62	1,728,061.14

AUDITOR'S FORM 1054

NON-FEE OFFICERS AUDITS:

AUDIT AREA -----	DATE OF REPORT -----	RECOMMENDATIONS -----
Children's Protective Services	7.31.89	Monthly bank reconciliations should be consistently documented; resolve all data errors noted in the audit; utilize your IBM PC effectively for all manually-generated records; resolve the problems related to your computerized accounting system in order to replace the present manual method; agree financial data on the reports being submitted to the Board and State with the general ledger; monitor closely the receipts on the child support payments; resolve understaffing problems, etc..
Juvenile Probation	8.31.89	Changes to the cases should be documented in both active and inactive ledgers; Overpayments on the restitutions should be signed on the ledger sheet by the probation officer and the refunds be authorized by the Chief Probation Officer.
	8.4.89	The restitution control ledger should agree with the subsidiary ledgers; Deposit collections weekly instead of monthly; refund the unused counseling fee to Joe Monsivias and provide an audit trail on those accounts that are transferred to the inactive files
Richmond Library	8.24.89	Use only one set of prenumbered receipts; Segregate copying machines for public and office uses in order to identify the public revenues; and use the prescribed refund receipt form when paying refunds instead of issuing another receipt.
Stafford Library	8.31.89	Follow the same recommendations as those suggested for Richmond library.
Bail Bond Board	9.5.89	There were no exceptions noted.
Law Enforce- ment Academy	9.18.89	The combined enrollment/receipt form should be prenumbered; indicate the inclusive series of receipt numbers

composing a deposit. Monthly statistical report should be broken down by type of course considering the different tuition rates per course.

Sanitary
Landfill

10.04.89

Use prenumbered receipts for collections from prepaid/billed customers.

November 3, 1989

Our current year end balance per Matt Harper in the Auditor's Office as of November 2, 1989 is \$95,326.65

Current Cash Available:	\$425,317.89
Current Budget Available:	329,991.24
<hr/>	
Current Year End Balance:	\$ 95,326.65

Amend budget of Precinct 2 - Road and Bridge to include current year end balance and distribute as follows:

Rentals	0802 0048 3020	\$ 76.65
Fees & Services	0802 0048 4010	5,250.00
Road Materials	0802 0048 5031	70,000.00
Shop & Repairs	0802 0048 7007	20,000.00
<hr/>		
Total Added to Road & Bridge		\$95,326.65

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of November, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Co. dated 10/16/89, permit no. 81098 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pressley, seconded by Commissioner 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 Deebing
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Clida Kosler
Deputy

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

Appl. # 81098

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

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

10-20-89
Date

- ✓
----- (1) Complete Application Form
- ✓
----- a. Name of road, street and/or highway affected
- ✓
----- b. Map or plat showing course of direction
- ✓
----- c. Plans and specifications
- ✓
----- (2) Bond
- \$ 150,000.00 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)

40

0228

TO COUNTY OF FORT BEND

PRECINCT NO. 3 AS PER ORIGINAL
PERMIT NO. 81098

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

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

Road or Ditch Name	Distance & Direction From	Length of	Type of Construction
WESTHEIMER PRKWY.	935' WEST OF FORT BEND COUNTY LINE	25'	XXX
WESTHEIMER PRKWY.	935' WEST OF FORT BEND COUNTY LINE	25'	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	To	Distance

General Description

PROPOSED BURIED CABLE TO BEGIN AT A POINT 935' WEST OF FORT BEND COUNTY LINE ON
THE NORTH RIGHT OF WAY OF WESTHEIMER PRKWY. AND WILL EXTEND SOUTH CROSSING WESTH-
EIMER PRKWY THROUGH TWO (2) BORES FOR A TOTAL OF 96 FEET. (SEE ATTACHMENT)

The location and description of the proposed installation and appurtenances is
more fully shown on the attached plans and drawings. (Plans and drawings of
proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed
installation shall be subject to "A Revised Order Regulating the Laying,
Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines,
Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend
County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend
County, Texas," as passed by Commissioners Court of Fort Bend County, Texas,
dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of
the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: SOUTHWESTERN BELL TELEPHONE CO.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week)

Maurice Nance
(Signature)

NAME & TITLE MAURICE NANCE
(Please Print)

DATE: 10-16-89
ADDRESS: 14575 PRESIDIO SQUARE, ROOM 140
(Street/P.O. Box)

HOUSTON, TEXAS 77083
City State Zip
TELEPHONE NO: 713-561-4618

LOG # NW#5

AS PER ORIGINAL

KEY MAP
486 S

FT. BEND CO.
PERMIT EXHIBIT

OPERATION RANGE	
Line	To
Spoke	To
Minimum Approach Distances	
<input type="checkbox"/> SEE APPROACH DISTANCES ON	
<input type="checkbox"/> SEE APPROACH DISTANCES ON	
<input type="checkbox"/> SEE APPROACH DISTANCES ON	
CAUTION HIGH VOLTAGE	
Aerial	Buried
KV	
Power Co.	
ORDER NO.	0429425
NO. OF PLATS	2
DATE ISSUED	1/2/83
DATE REVISED	
APPROVED	

CONSTRUCTION NOTES

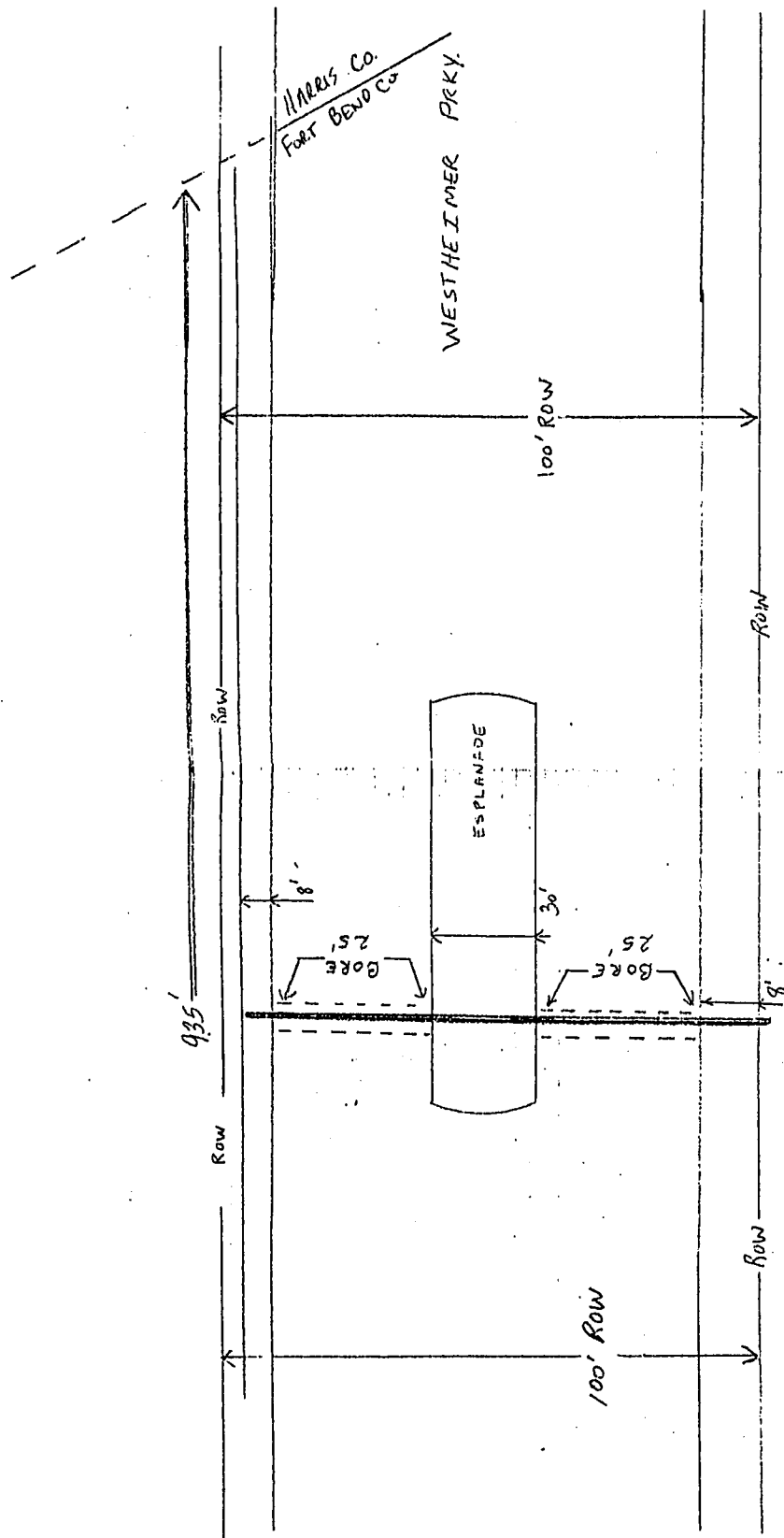
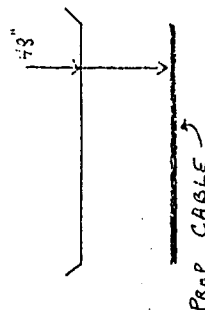
1. Bury Cable Min. 24" Depth Parallel to All County Roads.
2. Bury Cable Min. 36" Depth Parallel to All County Roads.
3. Place Cable Min. 42" Depth Under Centerline of All County Roads.

NOTE: THE JOB WILL BE
93'-1" WEST OF FT. BEND
COUNTRY ROAD AT 210 S S
WESTHEIMER PRKY.

210 S S
WESTHEIMER
PRKY

WILLOW FORK
COUNTRY CLUB HOUSE

BORE PROFILE WESTHEIMER PRKY. BURIED CABLE PROFILE WESTHEIMER PRKY.



19. CONSIDER APPLICATION FROM R. H. DUGAN ENTERPRISES INC. FOR DRIVEWAY TIE-INS INTO WILLIAMS TRACE BLVD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from R.H. Dugan Enterprises Inc. for driveway tie-ins into Williams Trace Blvd., Pct. 4. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM G.T.E. SOUTHWEST INC. TO LAY CABLE ALONG VIRGINIA DR., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from G.T.E. Southwest Inc. to lay cable along Virginia Dr., Pct. 3. (Recorded in minutes in full)

21. CONSIDER RELEASING MAINTENANCE BOND TO SOUTHWEST RETAIL FISHING PROJECT FOR WORK COMPLETED IN THE R.O.W. OF MIDDLE BAYOU, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to release maintenance bond to Southwest Retail Fishing Project for work completed in the right of way of Middle Bayou, Pct. 1. (Recorded in minutes in full)

22. CONSIDER ACCEPTING DRAINAGE EASEMENT FROM JAMES E. STEPHENSON, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept drainage easement from James E. Stephenson, Pct. 1. (Recorded in minutes in full)

23. CONSIDER TAKING ACTION ON EXPIRING LETTER OF CREDIT #85-14 FOR VILLAGE OF OAK LAKE, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize County Engineer and District Attorney to take action on expiring letter of credit #85-14 for Village of Oak Lake, Pct. 3. (Recorded in minutes in full)

24. CONSIDER CANCELLING FLEX-PLAN CONTRACT AS OF 12-31-89 AND ADVERTISE FOR BIDS FOR FLEX-PLAN ADMINISTRATION FOR 1990:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize cancellation of flex-plan contract with BEAUMONT FINANCIAL as of 12-21-89 and advertise for bids for flex-plan administration for 1990 as requested by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Lutts voting no, it is ordered to advertise for proposals for flex-plan administration for 1990 as requested by Kathy Hynson, County Treasurer.

25. ACCEPT NOTIFICATION FROM COUNTY PURCHASING AGENT AND FIND THAT IT IS IMPRACTICAL TO PREPARE DETAILED SPECIFICATIONS FOR BILLING SERVICES FOR INDIGENT HEALTH CARE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, the Court accepts notification from County Purchasing Agent and find that it is impractical to prepare detailed specifications for billing services for Indigent Health Care; and authorize the Purchasing Agent to proceed with the multi-step competitive proposal for indigent health care billing services. (Recorded in minutes in full)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

AS PER ORIGINAL

On this 6th day of November, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of R.H. Dugan Enterprises, Inc. dated 8/14/89, permit no. 81099 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Sutter, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drabulsky
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Koser
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. # 81099

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. BakerKarl E. Baker, P.E.
Assistant Engineer10-25-89
Date✓ (1) Complete Application Form✓ a. Name of road, street and/or highway affected✓ b. Map or plat showing course of direction✓ c. Plans and specifications✓ (2) Bond

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of 10,000.00 ~~500.00~~

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

AS PER ORIGINAL

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we R.H. Dugan Enterprises, Inc.
as principal and Fidelity & Deposit Company of Maryland
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 Ten-Thousand Dollars & 00/100
DOLLARS (\$10,000.00) 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, maintenance 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 itself insecure
under this bond, it may require further and/or additional bonds of the
principal.

EXECUTED this 23rd day of October, 19 89.

R.H. Dugan Enterprises, Inc.

PRINCIPAL

BY: Robert H. Dugan, Jr., President

Fidelity & Deposit Company of Maryland

SURETY

BY: Roy Cusack Attorney-in-Fact



FIDELITY AND DEPOSIT COMPANY OF MARYLAND
FIDELITY AND DEPOSIT COMPANY
HOME OFFICES: BALTIMORE, MD. 21203

40 0235
AS PER ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the FIDELITY AND DEPOSIT COMPANY, corporations of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2 of the respective By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint Roy Cusack and Mary E. Weberlein, both of Bellaire, Texas, EACH.....

the true and lawful agent and Attorney-in-Fact of each, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000)...EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the respective Companies at their offices in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Roy Cusack and Mary E. Weberlein, dated, August 20, 1986.

IN WITNESS WHEREOF, the said Vice-Presidents and Assistant Secretaries have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY this 15th day of August, A.D. 1988

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



C. W. Robbins
Assistant Secretary

By

Roy Cusack
Vice-President



C. W. Robbins
Assistant Secretary

FIDELITY AND DEPOSIT COMPANY

By

Roy Cusack
Vice-President

STATE OF MARYLAND }
CITY OF BALTIMORE } SS:

On this 15th day of August, A.D. 1988, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-Presidents and Assistant Secretaries of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY, to me personally known to be the individuals and officers described herein and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Baltimore the day and year first above written.



Carol J. Faler
Notary Public

My commission expires July 1, 1990

CERTIFICATE

I, the undersigned Assistant Secretary of the FIDELITY AND DEPOSIT OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-Presidents who executed the said Power of Attorney were Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY.

This certificate may be signed by facsimile under and by authority of resolutions of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969 and of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY at a meeting duly called and held on the 2nd day of November, 1978.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, whenever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 23th day of October, 1989.

170-0244

Christopher T. Knaddox
Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

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)

40 0237
AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81099

Formal notice is hereby given that R. H. Dugan Enterprises, 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)

North
Bound
South
Bound

Road or Ditch Name	Distance & Direction From	Length of	Type of Construction
Williams Trace			
Boulevard	505' North of Quarry Hill	60' Max.	X
Williams Trace			
Boulevard	505' North of Quarry Hill	60' Max.	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	To	Distance

General Description

Driveway tie-ins (2) on North Bound of Williams Trace Blvd. 505' & 675' North
of Quarry Hill; install flushing valve/hydrant on South Bound of Williams Trace
Blvd. 505' North of Quarry Hill; sanitary sewer tie-in to existing manhole on
Williams Trace Blvd. 682' North of Quarry Hill

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: R. H. Dugan Enterprises, Inc.
AGENT and/or OWNER

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

(Signature)

NAME & TITLE Robert H. Dugan, Jr., President
(Please Print)

DATE: August 14, 1989
ADDRESS: 1100 Hercules, Suite 180
(Street/P.O. Box)

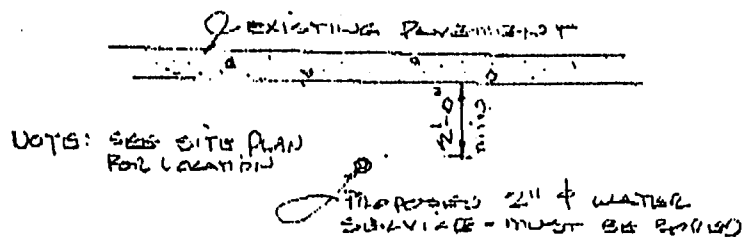
Houston, TX 77058
City State Zip
TELEPHONE NO: 713-480-8851

OCTOBER 23, 1989

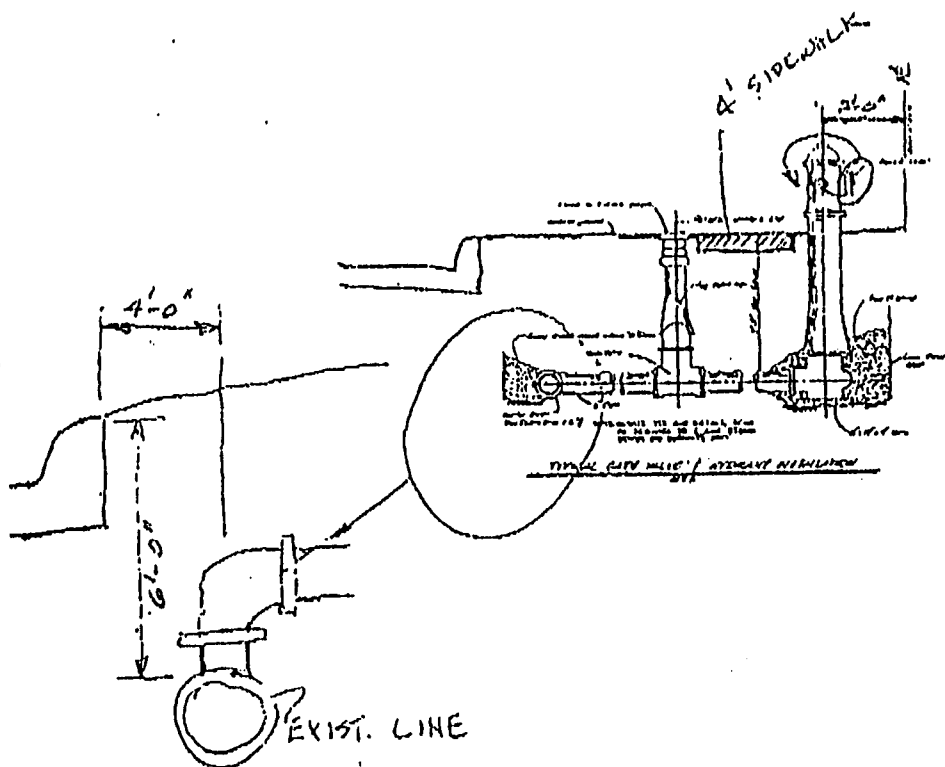
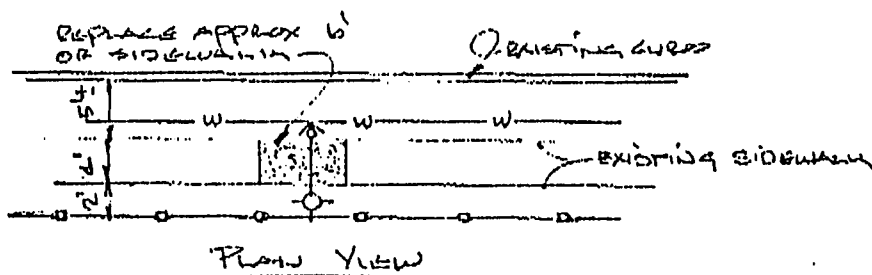
AS PER ORIGINAL

KINDLE CARE LEARNING CENTER
WILLIAMS TRICE BOULEVARD
FORT BEND COUNTY, TEXAS

NOTE: ALL DETAILS FOR THE
SANITARY SEWER
CONNECTION ARE SHOWN
ON SITE PLAN.



WATER SERVICE CROSS SECTION NTS



FIRE HYDRANT DETAILS NTS

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 6th day of November, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of GTE Southwest, Inc. dated 10/16/89, permit no. 81100 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shields, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY

Ronald Daehling
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY

Elida Koster
Deputy

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

Appl. # 81100

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

Karl E. Baker
Karl E. Baker, P.E.
Assistant Engineer
10-30-89
Date

- ✓ _____ (1) Complete Application Form
- _____ ✓ a. Name of road, street and/or highway affected
- _____ ✓ b. Map or plat showing course of direction
- _____ ✓ c. Plans and specifications
- ✓ _____ (2) Bond
- 150,000.⁰⁰/_{xx} 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

40

0241

TO COUNTY OF FORT BEND

PRECINCT NO. 2

PERMIT NO. 81100

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

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

Road or Ditch Name	: Distance & Direction From	: Length of	: Type of Construction
	: Nearest Intersection	: Crossing	: 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 : To	: Distance
	: Nearest Intersection	
VIRGINIA	299' EAST OF FAIRHILL AVE, STA. 0+00 STA. 4+64	464'

General Description

GTE PROPOSES TO BURY A CUMMUNICATION LINE FROM STA. 0+00 TO

STA 4+64. CABLE TO BE BURIED AT A MINIMUM OF 36 INCHES DEEP.

ALL DRIVEWAYS TO BE BORED AND 4 INCH P.V.C. CONDUIT PLACED.

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

The laying, construction, maintenance and/or repair of the proposed
installation shall be subject to "A Revised Order Regulating the Laying,
Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines,
Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend
County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend
County, Texas," as passed by Commissioners Court of Fort Bend County, Texas,
dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of
the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: GTE SOUTHWEST INC.

AGENT and/or OWNER

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

Jacob Van Ramshorst

(Signature)

JACOB VANRAMSHORST

NAME & TITLE PROJECT COORDINATOR

(Please Print)

DATE: OCTOBER 16, 1989

ADDRESS: P.O. BOX 1488

(Street/P.O. Box)

STAFFORD, TEXAS 77497

City State Zip

TELEPHONE NO: 713/499-3570

5404-6E1229

Appleby O 11 Barnhill Ln M 6 Benchmark U 8 Bolton R 9 Bonhomme S 13 B... W 12 W 12 B... R 12, S 12 Burning Tree O 5 Castleview U 7 Chesterfield N 8 Chevy Chase N 9

AS PER ORIGINAL 40 0242

STREET MAP OF ARCOLA

LEGEND

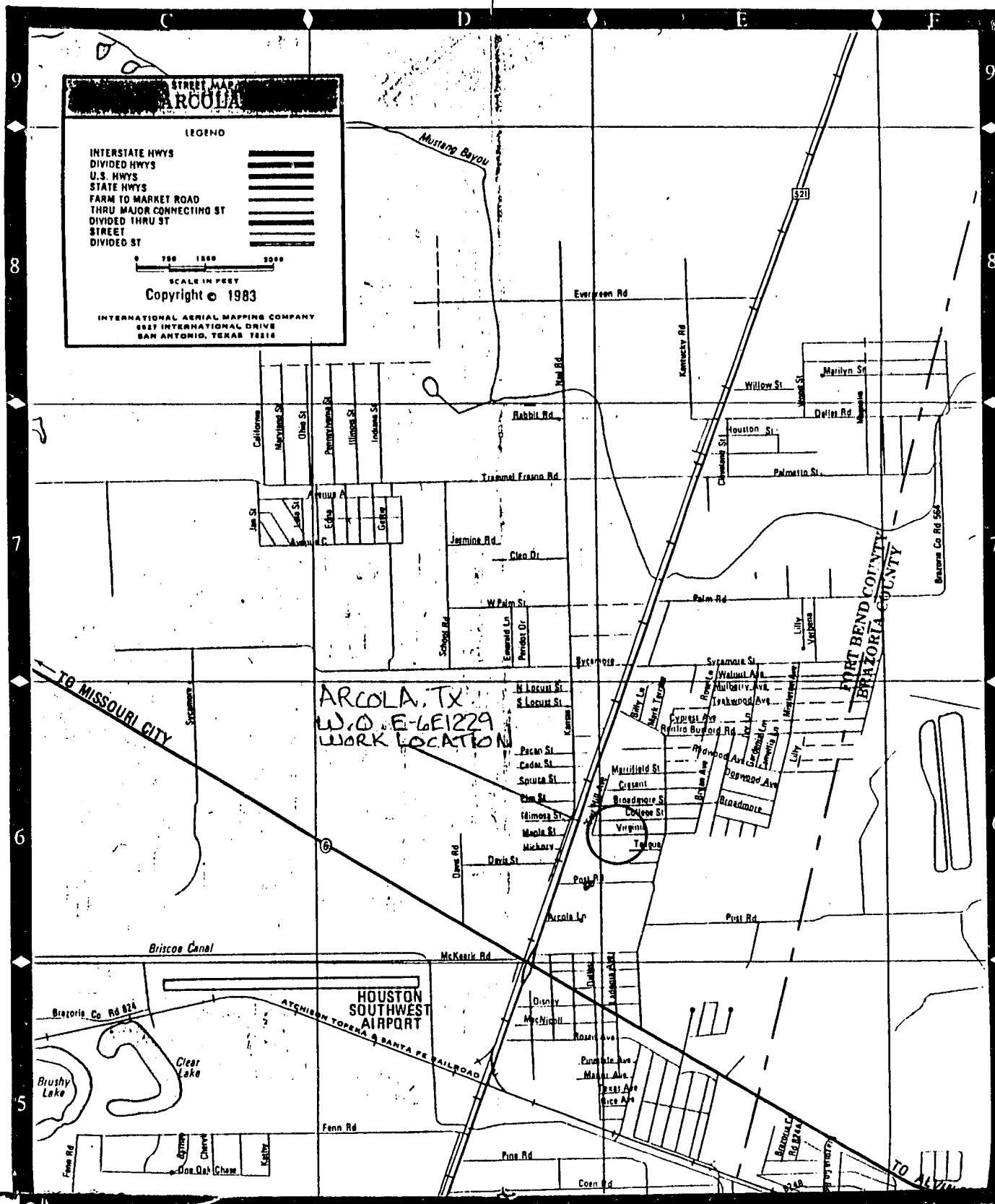
- INTERSTATE HWYS
- DIVIDED HWYS
- U.S. HWYS
- STATE HWYS
- FARM TO MARKET ROAD
- THRU MAJOR CONNECTING ST
- DIVIDED THRU ST
- STREET
- DIVIDED ST

0 750 1500 3000

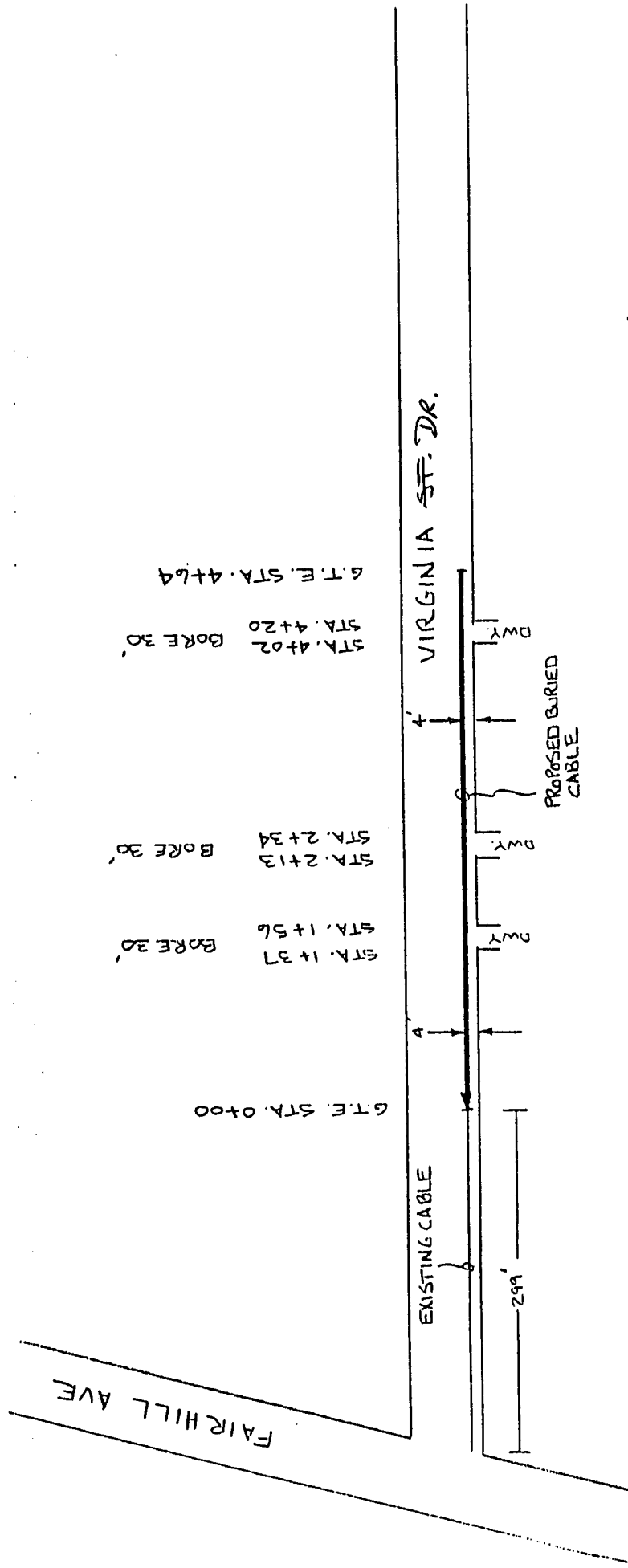
SCALE IN FEET

Copyright © 1983

INTERNATIONAL AERIAL MAPPING COMPANY
6927 INTERNATIONAL DRIVE
SAN ANTONIO, TEXAS 78218



- Club Creek Dr
- Club Ln W
- Clyburn Ct
- Coachlight Ln
- Coachlight Ln
- Coachwood Dr
- Cobble Ridge
- Cobble Skil Ln
- Cobbleskill Ln
- Colchester Way
- Collingham
- Collingsfield
- Colonial Ct
- Colonial Dr
- Colony
- Colony Cir E, W
- Colony Creek
- Colony Park Dr
- Columbia Blue
- Columbia Blue
- Commerce Glee
- Blvd
- Concha River C
- Concourse Dr
- Condon Ln
- Condon Way
- Confederate Ct
- Confederate So
- Consuela Dr
- Continental
- Continu
- Cook Dr
- Cook Rd
- Cooper Ridge
- Coopers Post L
- Copperfield
- Coral Tree Pl
- Corbett Ct
- Corine
- Corner Oak Ln
- Corporate Dr
- Corporate Park
- Corsair
- Corsair Rd
- Cotter Lake Cir
- Cotton Cir
- Cotton Ridge P
- Cotton Stork
- Cottonfield W
- Cottonwood
- Cottonwood Co
- Country Club B
- Country Club F
- Country Creek
- Country Manor
- Country Place
- Country Side
- Court Glen Dr
- Court Rd
- Courtney Ct
- Courtshire Ln
- Courtside Plac
- Covent Garden
- Covey Cir
- Covey Ct, Ln
- Covey Run
- Covey Tr
- Cowdon Ct
- Coyridge Ln
- Crabb River R
- Craddock Dr
- Cranleigh
- Cravenridge
- Cravens Rd
- Creek Bend D
- Creek Meado
- Creek Valley
- Creekband
- U 12
- Creekbend Dr
- Crestford
- Crestford Ct



- NOTES:
1. PLACE CABLE 4 FT. OFF SOUTH RIGHT OF WAY.
 2. BURY CABLE AT A MINIMUM OF 36 INCHES.
 3. DRIVEWAYS TO BE SORED WITH 4 IN. P.V.C. CONDUIT PLACED.
 4. ALL HOUSINGS TO BE PLACED 1 FT. OFF SOUTH R.O.W.

GENERAL TELEPHONE COMPANY OF THE SOUTHWEST	
LOCATION	ARCOLA, TX. 5404
DESCRIPTION	FORT BEND COUNTY PERMIT
SHEET	1 OF 1
W.O. NO.	5-16-11-10
AREA	DAY 0002
TAX DIST.	41233
ENGINEER BY	RL
DATE	7-27-89
DRAWN BY	PC
DATE	7-27-89
APPROVED BY	
DATE	
REVISOR BY	
DATE	
SCALE	NONE

COUNTY OF FORT BEND

Engineering Department

40

21
0244

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

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

3403 Avenue F
Phone: 342-3039

October 20, 1989

Ms. Dianne Wilson
Fort Bend County Clerk

RE: Release of Bond for Southwest Retail Fishing Project
Permit #81083, Approved 9/25/89
Cashier's Check #76003, \$500.00

Dear Ms. Wilson:

This is to notify you that Southwest Retail Fishing Project has complied with Fort Bend County's Regulations for the Laying, Construction, Maintenance and Repair of Cables Conduits and Pole Lines in, under or along roads, streets, highways and drainage ditches in Fort Bend County, Texas under the jurisdiction of the Commissioners' Court of Fort Bend County and construction is now complete.

This letter will certify that the appropriate bond for this construction project can be released to the permittee.

Please mail check to the below named:

Mr. Donald M. McGowan
Southwest Retail Fishing Project
P. O. Box 1373
Sugar Land, Texas 77478

If you have any questions, please contact this office.

Sincerely,


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

RDD:rp

8956584

2167 1172
AGENDA ITEM
OCT 13 1989
#22 40 0245

FORT BEND COUNTY
RIGHT-OF-WAY EASEMENT

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, JAMES E. STEPHENSON
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, of the drainage channel and system upon
and through the land hereinafter described, the sufficiency of which is hereby
acknowledge and confessed, has granted, bargained, sold, and conveyed, and by
these presents hereby grants, bargains, sells and conveys unto the said FORT
BEND COUNTY, of Fort Bend County, Texas, a right-of-way and easement for the
purpose of constructing, maintaining, operating, repairing and re-constructing
a drainage channel, including drains, ditches, laterals and levees, upon,
over, through and across the land of Grantor along the route hereinafter
designated, and said land being situated in FORT BEND COUNTY, TEXAS, to-wit:

SEE EXHIBIT "A"

FORT BEND COUNTY shall have all rights and benefits necessary or convenient for
the full enjoyment or use of the rights herein granted, with the right of
ingress and egress to and from said drainage channel right-of-way, provided,
however, that after construction of said drainage channel, said right of
ingress and egress of FORT BEND COUNTY shall be limited to the said right-of-
way and to existing roads and passageways. FORT BEND COUNTY is given the
right from time to time to cut and remove all trees, undergrowth, and abate
other obstruction, upon said channel right-of-way, that may injure, endanger,
or interfere with the construction, operation, maintenance and repair of said
drainage channel.

FORT BEND COUNTY agrees during the life of this easement to repair all damage
to roads, passageways and fences resulting from the County's use in going to
and from said easement and right-of-way, and to restore the same to the
previously existing condition as near as possible.

Grantor reserves the right to use the facilities offered by the drainage
channel for the disposal of surface waters, rain, or any excess waters
collecting upon his land, and in such connection Grantor has the right in the
manner provided by law and at his own expense to construct and provide
ditches, drains and laterals connecting his said land or portions thereof with
the drainage channel.

Return to ELION
OCT 11/6/89 / Return orig.
to AJ

Grantor reserves the oil, gas, sulphur and other minerals in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right-of-way above described.

40

0246

It is agreed that if at a future time FORT BEND COUNTY, its successors or assigns, shall permanently cease to use said drainage channel right-of-way for the purposes herein contained, and shall permanently abandon same, then and in such event the said right-of-way above described, together with all rights and interest held by FORT BEND COUNTY by reason of this instrument, shall revert, pass to and vest in the said Grantor, his heirs or assigns.

TO HAVE AND TO HOLD said right-of-way and easement herein granted, unto the said FORT BEND COUNTY, its successors or assigns.

EXECUTED this the 23rd day of October A.D. 19 89.

James E. Stephens

STATE OF TEXAS, FORT BEND COUNTY

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day 23rd October personally appeared known to me to be the person(s) whose name(s) 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 23rd day of October, 1989.

Jeannette L. Hartful
Jeannette L. Hartful
 Notary Public in and for the
 County of Fort Bend, Texas

My commission expires the 18th day of April, 1989.



2167 1174

AS PER ORIGINAL

EXHIBIT "A"

40 0247

A 60 foot drainage right-of-way easement across the James Stephenson Tract in the David A. Milburn Survey A-59, said easement shall have an aggregate width of 60 feet being 30 feet extended at right angles in both directions of the following described centerline:

FIRST DITCH

From the southeast corner of Tract II as conveyed from John O. Boddem to James E. Stephenson by "Deed" dated 28 August, 1983, and recorded in Volume 1296, Page 215 of the "Deed Records" of Fort Bend County, Texas;

GO North 00 04' East along the east line of said Tract II 30 feet to a point, said point being the PLACE OF BEGINNING of the herein described centerline description;

THENCE In a Westerly direction along the centerline of an existing ditch 3000 feet.

SECOND DITCH

FROM the southeast corner of Tract II as conveyed from John O. Boddem to James E. Stephenson by "Deed" dated 28 August, 1983, and recorded in Volume 1296, Page 215 of the "Deed Records" of Fort Bend County, Texas;

GO North 89 57' West along Stephenson South line 2170 feet to the PLACE OF BEGINNING of the herein described centerline description;

THENCE North 06 38' West a distance of 3191 feet;

THENCE North 14 29' West a distance of 1042 feet;

THENCE North 33 05' East a distance of 98 feet;

THENCE North 77 47' East a distance of 140 feet;

THENCE North 01 17' East a distance of 300 feet more or less to Big Creek.

FILED

89 NOV -8 A10:25

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

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

NOV 13 1989



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

COUNTY OF FORT BEND

Engineering Department

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

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

Ron 23
40 0248

3403 Avenue F
Phone: 342-3039

October 23, 1989

United Savings Association of Texas

~~Mr. David R. Graham~~/Letter of Credit Section
P. O. Box 42700
Houston, TX 77242

Mary Ellen Ambrose

Re: Village of Oak Lake - Letter of Credit #85-14 (\$ 35,175.00)
~~Oyster Creek for Oak Lake Village - Letter of Credit #85-15 (\$3,334.86)~~

Dear Sir:

Letters of Credit #85-14 and ~~85-15~~, issued by United Savings Association of Texas for the account of United Savings Association of Texas is due to expire on November 15, 1989.

Please let me know by November 1, 1989, what provisions are being made to renew these Letters of Credit covering the construction and maintenance of roads in Village of Oak Lake Subdivision.

Current requirements state that Letters of Credit list County Judge Jodie E. Stavinoha or his successors as beneficiary and contain an automatic renewal provision.

You will find attached a copy of expiring Letter of Credit #85-14 and ~~#85-15~~ and also Fort Bend County's "Letter of Credit form", that we prefer you to use.

If you require additional information, please call.

Sincerely,

Ronald D. Drachenberg

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

RDD/mk

attachments (certified #P-611-001-209)

cc: Berg Development Company (certified #P-611-001-210)

Mr. Larry Wagenbach, Fort Bend County Asst. Dist. Attorney - Civil
Commissioner Alton B. Pressley, Fort Bend County Precinct 3
file

Mr. E. Ambrose called 11-1-89 @ 11:25 a.m. & advised they would be renewing these L.O.C's.

40 0249

P 611 001 209

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

AS PER ORIGINAL

SENDER: Complete Items 1 and 2 when additional services are desired, and complete Items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery
↑(Extra charge)↑

3. Article Addressed to:
United Savings Assoc. of Texas
Mr. David Graham
P. O. Box 42700
Houston, TX 77242
(VILLAGE OF OAK LAKE)

4. Article Number
P-611-001-209

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and **DATE DELIVERED.**

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery
10-26-89

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268

DOMESTIC RETURN RECEIPT

Sent to
United Savings Assoc. of Texas
Mr. David R. Graham
Street and No.
P. O. Box 42700
P.O., State and ZIP Code
Houston, TX 77242

Postage \$ 45

Certified Fee 1.75

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to whom and Date Delivered

Return receipt showing to whom, Date, and Address of Delivery

TOTAL Postage and Fees 2.20

Postmark or Date
10/23/89

P 611 001 210

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

SENDER: Complete Items 1 and 2 when additional services are desired, and complete Items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery
↑(Extra charge)↑

3. Article Addressed to:
Berg Development Co.
5858 Westheimer, Suite 404
Houston, TX 77057
(VILLAGE OF OAK LAKE)

4. Article Number
P-611-001-210

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and **DATE DELIVERED.**

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery
10-25-89

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Mar. 1987 * U.S.G.P.O. 1987-178-268

DOMESTIC RETURN RECEIPT

Sent to
Berg Development Co.
Street and No.
5858 Westheimer, Suite 404
P.O., State and ZIP Code
Houston, TX 77057

Postage \$ 45

Certified Fee 1.75

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to whom and Date Delivered

Return receipt showing to whom, Date, and Address of Delivery

TOTAL Postage and Fees 2.20

Postmark or Date
10/23/89



United Savings

ASSOCIATION
OF TEXAS

10333 Harwin, P. O. Box 42700, Houston, Texas 77242, 713/981 - 2300

40 0250

AS PER ORIGINAL

SPECIAL IRREVOCABLE NONTRANSFERABLE LETTER OF CREDIT

NO. 85-14

November 15, 1985

IRREVOCABLE LETTER OF CREDIT NO. 85-14

AMOUNT: US \$35,175.00

Mr. Jodie E. Stavinoha
County Judge
Fort Bend County
Texas

Gentlemen:

You are hereby authorized to draw on United Savings Association of Texas, Houston, Texas for the account of United Savings Association of Texas, 10333 Harwin, Houston, Texas, up to an aggregate of Thirty-five Thousand One Hundred Seventy Five and no/100 US Dollars (\$35,175.00) which is payable to you at sight on us against presentation of this Letter of Credit at United Savings Association of Texas home office.

The draft drawn under this Letter of Credit must be accompanied by the following documents:

1. Signed and notarized affidavit certifying that funds drawn hereunder are due you on account of United Savings Association of Texas as a result of failure to provide paving improvements and or paving maintenance for Oak Lake Subdivision as required by Fort Bend County order governing such Subdivision.
2. The original of this Letter of Credit.

All drafts drawn hereunder must state on their face: "Drawn under Letter of Credit No. 85-14 dated November 15, 1985 of United Savings Association of Texas.

The original of this credit must accompany any drawings presented to us hereunder.

We hereby agree with drawers of drafts negotiated under and in compliance with the terms of this credit that the same shall be duly honored upon presentation and delivery of documents as specified, if negotiated or presented for payment at the office of this bank not later than close of business on the 15th day of November, 1989, at which time it will expire. However, this

IRREVOCABLE LETTER OF CREDIT NO. 85-14
November 15, 1985
Page 2

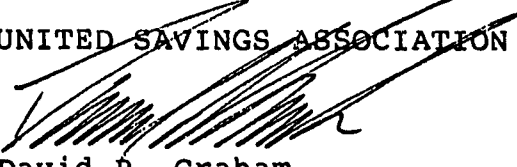
AS PER ORIGINAL

Letter of Credit shall be deemed automatically extended without amendment for (1) one year from the present or any future expiration date hereof, unless sixty (60) days prior to any such date we shall notify you by registered letter that we elect not to consider this credit renewed for such additional (1) one year period. Under this provision, this credit will expire in full and finally on November 15, 1989.

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

Very truly yours

UNITED SAVINGS ASSOCIATION OF TEXAS



David R. Graham
Executive Vice President

FAX COVER SHEET
FAX #: 713-341-3757

TO: Don Pippin Beaumont Financial Svcs.
FROM: Becky Fort Bend County
DATE: 11/1/89 re. pay period #15 11/3/89
SUBJECT: flex checks that need to be issued.

NO. OF PAGES

7

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 341-8619

40 0253

November 1, 1989

DON:

I RECEIVED THE CHECKS YESTERDAY. AFTER BEING AUDITED JOY HAS VOIDED FIVE OF THEM. I AM FAXING A COPY OF THESE PEOPLE'S CHECKS TO YOU. THE ERROR WAS THE SAME ON ALL OF THEM. THE AMOUNTS WERE PUT IN THE WRONG COLUMN AND A COUPLE OF THEM HAVE AMOUNTS THAT NEED TO BE CHANGED.

PLEASE CORRECT THESE ERRORS AND WE WILL NEED THESE CHECKS BY NO LATER THAN 10:00 a.m. FRIDAY MORNING.

IF YOU HAEV ANY QUESTIONS PLEASE CALL ME. THANKS



DATE	WARRANT NO.	DESCRIPTION AS PER ORIGINAL		AMOUNT	TOTAL
	FOR PAY PERIOD: 15 DENNIS VYKUKAL S462926710			CHECK NO. 01281	PG
		ORIG.	ACTUAL	JUSTIFICATION REPORT	
		DEC.	AMT. AUTH.	MEDICAL	DAYCARE
	Med/dent. Ins.	\$.00	\$.00	ANT./PAYPERIOD	\$ 50.00 \$.00
	Term Life Ins.	\$.00	\$.00	Y-T-D Declared	\$ 750.00 \$.00
	Grp. Legal Aid	\$.00	\$.00	Prior Claimed	\$ 650.00 \$.00
	Disability Ins	\$.00	\$.00	Prior paid	\$ 650.00 \$.00
	Medical Paymt.	\$ 50.00	\$ 750.00		
	Daycare Paymt.	\$.00	\$.00		
				Bal. Decl. avail	\$ 100.00 \$.00
				Prior unpaid	\$.00 \$.00
	Subtotal	\$ 50.00	\$ 750.00	New Claims	\$ 100.00 \$.00
	Deductions from Check:				
	Sup. Ins. Prens.	\$		Paymt. auth.	\$ 100.00 \$.00
	Emp. paid adm. Fee	\$.00		Unpaid claims	\$.00 \$.00
	Check amount	\$100.00		Unused decl's	\$.00 \$.00
	REMINDER:	Declarations not used prior to end of year will be forfeited.			

001281

FBC Section 125
Employees Benefit Fund

001281

FBC Section 125
Employees Benefit Fund

VOID AFTER 180 DAYS

ONE HUNDRED DOLLARS and NO cents

HONB Texas
Richmond Bank Center 216

DATE

WARRANT NO.

11-3-89

PAY EXACTLY

*****\$100.00

PAY
TO THE
ORDER
OF

DENNIS VYKUKAL

COUNTY AUDITOR

COUNTY TREASURER

⑈001281⑈ ⑆113115523⑆ 90⑈0194⑈8⑈

DATE	WARRANT NO.	DESCRIPTION AS PER ORIGINAL	AMOUNT	40	0255
	FOR PAY PERIOD:15	GREGORY A. SCHMIDT 455235435	NO.01278		PG.
		ORIG. ACTUAL	JUSTIFICATION	ON REPORT	
		DEC. AMT.AUTH.	MEDICAL	DAYCARE	
	Med/dent. Ins.	\$.00 \$.00	AMT./PAYPERIOD	\$ 40.00	\$ 40.00
	Term Life Ins.	\$.00 \$.00	Y-T-D Declared	\$600.00	\$ 600.00
	Grp. Legal Aid	\$.00 \$.00	Prior Claimed	\$560.00	\$ 518.50
	Disability Ins	\$.00 \$.00	Prior paid	\$560.00	\$ 518.50
	Medical Paymt.	\$ 40.00 \$ 600.00			
	Daycare Paymt.	\$ 40.00 \$ 600.00			
			Bal. Decl. avail	\$ 40.00	\$ 41.50
			Prior unpaid	\$	\$
			New Claims	\$ 40.00	\$.00
	Subtotal	\$ 80.00 \$1200.00			
	Deductions from Check:				
	Sup. Ins. Prens.	\$	Paymt. auth.	\$ 40.00	\$.00
	Emp. paid adm. Fee	\$.00	Unpaid claims	\$	\$
	Check amount	\$ 40.00	Unused decl's	\$ 40.00	\$ 41.50
	REMINDER:	Declarations not used prior to end of year will be forfeited.			

001278

FBC Section 125
Employees Benefit Fund

001278

FBC Section 125
Employees Benefit Fund

VOID AFTER 180 DAYS

FORTY DOLLARS and NO cents

NCHS Texas
Richmond Bank Center 218

DATE

WARRANT NO.

PAY EXACTLY

11-3-89

*****\$40.00

PAY
TO THE
ORDER
OF

GREGORY A. SCHMIDT

COUNTY AUDITOR

COUNTY TREASURER

001278 1131155231 90019408

DATE	WARRANT NO.	DESCRIPTION AS PER ORIGINAL	AMOUNT
	FOR PAY PERIOD: 15	MICHELE HODGES	228825660
		ORIG. ACTUAL	CHECK NO. 01267 PG.
		DEC. AMT. AUTH.	JUSTIFICATION REPORT
			MEDICAL DAYCARE
	Med/dent. Ins. \$.00	\$.00	AMT./PAYPERIOD \$ 86.25
	Term Life Ins. \$	\$	Y-T-D Declared \$1293.75
	Grp. Legal Aid \$	\$	Prior Claimed \$1207.50
	Disability Ins \$	\$	Prior paid \$1207.50
	Medical Paymt. \$ 86.25	\$1293.75	
	Daycare Paymt. \$	\$	
			Bal. Decl. avail \$ 86.25
			Prior unpaid \$
			New Claims \$ 86.25
	Subtotal \$ 86.25	\$1293.75	
	Deductions from Check:		
	Sup. Ins. Prens. \$		Paymt. auth. \$ 86.25
	Emp. paid adm. Fee \$.00		Unpaid claims \$.00
	Check amount \$ 86.25		Unused decl's \$.00
	REMINDER:	Declarations not used prior to end of year will be forfeited.	

001267

FBC Section 125
Employees Benefit Fund

001267

FBC Section 125
Employees Benefit Fund

VOID AFTER 180 DAYS

EIGHTY-SIX and 25 100 DOLLARS

NCHS Texas
Richmond Bank Center 218

DATE

WARRANT NO.

PAY EXACTLY

11-3-89

*****\$86.25

MICHELE HODGES

PAY
TO THE
ORDER
OF

COUNTY AUDIT

COUNTY TREASURY

001267 1131155231 900019408

DATE	WARRANT NO.	DESCRIPTION	AS PER ORIGINAL	AMOUNT	40	0257
		FOR PAY PERIOD:15 CRAIG C. JUNEK 453133621	NO.01268			PG.
		ORIG. ACTUAL	JUSTIFICATION			ON REPORT
		DEC. AMT.AUTH.	MEDICAL			DAYCARE
		Med/dent. Ins. \$.00 \$.00	AMT./PAYPERIOD \$.00			\$ 244.00
		Term Life Ins.\$ \$	Y-T-D Declared \$.00			\$3660.00
		Grp.Legal Aid \$ \$	Prior Claimed \$.00			\$3384.90
		Disability Ins\$ \$	Prior paid \$.00			\$3384.90
		Medical Paymt.\$.00 \$.00				275.10
		Daycare Paymt.\$244.00 \$3660.00	Bal.Decl.avail \$.00			275.10
			Prior unpaid \$			245.00
		Subtotal \$244.00 \$3660.00	New Claims \$.00			244.00
		Deductions from Check:				
		Sup. Ins. Prens. \$	Paymt.auth. \$.00			
		Emp. paid adm.Fees \$.00	Unpaid claims \$			
		Check amount \$245.00	Unused decl's \$			\$ 30.10
		REMINDER: Declarations not used prior to end of year will be forfeited.				

001268

FBC Section 125
Employees Benefit FundFBC Section 125
Employees Benefit Fund

001268

VOID AFTER 180 DAYS

TWO HUNDRED FORTY-FIVE DOLLARS and NO cents

NCHD Texas
Richmond Bank Center 210

DATE

WARRANT NO.

PAY EXACTLY

11-3-89

*****\$245.00

CRAIG C. JUNEK

PAY
TO THE
ORDER
OF

COUNTY AUDITOR

Richmond Bank

"001268" 11131155231 900019408"

COUNTY TREASURER

DATE	WARRANT NO.	DESCRIPTION AS PER ORIGINAL	AMOUNT	TOTAL
	001269	FOR PAY PERIOD: 15 CHARLES KIRWAN 5129308568 CB NO. 01269		PG.
		ORIG. ACTUAL		JUSTIFICATION REPORT
		DEC. AMT. AUTH.		MEDICAL DAYCARE
		Med/dent. Ins. \$.00 \$.00	AMT./PAYPERIOD \$.00	\$ 22.50
		Term Life Ins. \$ \$	Y-T-D Declared \$.00	\$ 337.50
		Grp. Legal Aid \$ \$	Prior Claimed \$.00	\$ 193.00
		Disability Ins \$ \$	Prior paid \$.00	\$ 193.00
		Medical Paymt. \$ 22.50 \$ 337.50		
		Daycare Paymt. \$.00 \$.00		
		Subtotal \$ 22.50 \$ 337.50	Bal. Decl. avail \$.00	\$ 144.50
		Deductions from Check:	Prior unpaid \$	\$ 144.50
		Sup. Ins. Prens. \$	New Claims \$.00	\$ 144.50
		Emp. paid adm. Fee \$.00	Paymt. auth. \$.00	\$ 144.50
		Check amount \$144.50	Unpaid claims \$	\$
		REMINDER: Declarations not used prior to end of year will be forfeited	Unused decl's \$	\$.00
		FBC Section 125		
		Employees Benefit Fund		

FBC Section 125
Employees Benefit Fund

001269

VOID AFTER 180 DAYS

ONE HUNDRED FORTY-FOUR and 50/100 DOLLARS

NCHS Texas
Richmond Bank Center 318

DATE

WARRANT NO.

PAY EXACTLY

11-7-89

*****\$144.50

PAY
TO THE
ORDER
OF

CHARLES KIRWAN

COUNTY AUDITOR

COUNTY TREASURER

001269 1131155231

900019488

NO. OF PAGES

6

40

0259

FORT BEND COUNTY TREASURER

FAX COVER SHEET
FAX #: 713-341-3757

TO:

Don Pippin Beauté Financial

FROM:

Becky

DATE:

10/18/18 for pay period #21 10/20

SUBJECT:

collections to be made

We need new checks by Friday
10:00 AM!

DATE	WARRANT NO.	PERIOD: 1	LEAH E. NAGY	CHECK NO.	01250
AS PER ORIGINAL	C.G. ACTUAL		JUSTIFICATION REPORT		
	DEC. AMT. AUTH.		MEDICAL DAYCARE		
	Med/dent. Ins.	\$.00 \$.00	AMT./PAYPERIOD	\$ 5.25	\$ 90.00
	Term Life Ins.	\$.00 \$	Y-T-D Declared	\$221.50	\$1260.00
	Grp. Legal Aid	\$ \$	Prior Claimed	\$216.25	\$1170.00
	Disability Ins.	\$ \$	Prior paid	\$216.25	\$1170.00
	Medical Paymt.	\$ 5.25 \$ 221.50			
	Daycare Paymt.	\$ 90.00 \$1260.00			
	Subtotal	\$ 95.25 \$1481.50	Bal. Decl. avail	\$ 30.00	\$ 180.00
	Deductions from Check:		Prior unpaid	\$	\$
	Sup. Ins. Prens.	\$	New Claims	\$ 5.00	\$ 132.00
	Emp. paid adm. Fee	\$.00	Paymt. auth.	\$ 5.00	\$ 132.00
	Check amount	\$137.00	Unpaid claims	\$	\$
	REMINDER:	Declarations not used prior to end of year will be forfeited.	Unused decl's	\$ 25.00	\$ 48.00

001250

FBC Section 125
Employees Benefit Fund

FBC Section 125
Employees Benefit Fund

VOID AFTER 180 DAYS ONE HUNDRED THIRTY-SEVEN DOLLARS and NO cents

HCHB Texas
Richmond Bank Center 218

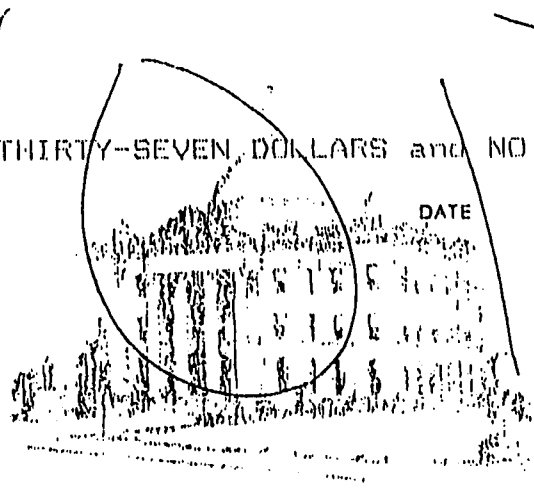
DATE

WARRANT NO.
10-20-89

PAY EXACTLY
*****\$137.00

PAY
TO THE
ORDER
OF

LEAH NAGY



COUNTY AUDITOR

COUNTY TREASURER

001250 113115523 900019400

Emp. paid adm. Fee \$.00 Unused decl's \$.00 \$.00
Check amount \$ 40.00

REMINDER: Declarations not used prior to end of year will be forfeited.
FOR PAY PERIOD: 13 MARILYN L. EGLESTON 278985453 CHECK NO. 01237

ORIG. ACTUAL
DEC. AMT. AUTH.

JUSTIFICATION REPORT
MEDICAL DAYCARE

Med/dent. Ins. \$.00 \$.00
Term Life Ins. \$
Grp. Legal Aid \$
Disability Ins. \$
Medical Paymt. \$ 5.50 \$ 16.50
Daycare Paymt. \$

AMT./PAYPERIOD \$ 5.50
Y-T-D Declared \$ 71.50 71.50
Prior Claimed \$ 55.00 71.50
Prior paid \$ 55.00 71.50

Bal. Decl. avail \$ 5.50
Prior unpaid \$
New Claims \$ 16.50 0

Subtotal \$ 5.50 \$ 16.50

Deductions from Check:

Sup. Ins. Prens. \$
Emp. paid adm. Fee \$.00
Check amount \$ 16.50

Paymt. auth. \$ 16.50
Unpaid claims \$.00
Unused decl's \$ 1.00

REMINDER: Declarations not used prior to end of year will be forfeited.
FOR PAY PERIOD: 13 JACK D. PRINDIBLE 456984973 CHECK NO. 01240

ORIG. ACTUAL
DEC. AMT. AUTH.

JUSTIFICATION REPORT
(7-28-89) MEDICAL DAYCARE

Med/dent. Ins. \$.00 \$.00
Term Life Ins. \$
Grp. Legal Aid \$
Disability Ins. \$
Medical Paymt. \$ 150.00 \$ 20.00
Daycare Paymt. \$

AMT./PAYPERIOD \$ 25.00
Y-T-D Declared \$ 1200.00 1225.00
Prior Claimed \$ 213.05 233.55
Prior paid \$ 233.55

Bal. Decl. avail \$ 991.45
Prior unpaid \$
New Claims \$ 20.00 0

Subtotal \$ 150.00 \$ 20.00

Deductions from Check:

Sup. Ins. Prens. \$
Emp. paid adm. Fee \$.00
Check amount \$ 20.00

Paymt. auth. \$ 20.00 0
Unpaid claims \$.00
Unused decl's \$ 991.45

REMINDER: Declarations not used prior to end of year will be forfeited.
F

on Jack Prindible check number noted on this print out is incorrect - should read # 1241. Also, these two people's balances are still incorrect, even though they did not receive checks for this pay period.

AS PER ORIGINAL

DATE	WARRANT NO.	FOR PAY PERIOD:	MARK PRICE	9460829927	CHECK NO.	01252	PG.
			ORIG.	ACTUAL	JUSTIFICATION	ON	
			DEC.	AMT. AUTH.	(7-20-89) MEDICAL	DAYCARE	
		Med/dent. Ins.	\$.00	\$.00	AMT./PAYPERIOD	\$ 10.00	\$ 263.50
		Term Life Ins.	\$	\$	Y-T-D Declared	\$ 140.00	\$2689.00
		Grp. Legal Aid	\$	\$	Prior Claimed	\$ 130.00	\$2425.50 3418.50
		Disability Ins	\$	\$	Prior paid	\$ 130.00	\$3425.50 3418.50
		Medical Paymt.	\$ 10.00	\$ 140.00			
		Daycare Paymt.	\$263.50	\$3689.00	Bal. Decl. avail	\$ 10.00	\$ 263.50 270.50
					Prior unpaid	\$	\$
		Subtotal	\$273.50	\$3829.00	New Claims	\$ 5.00	\$ 263.50
		Deductions from Check:			Paymt. auth.	\$ 5.00	\$ 263.50
		Sup. Ins. Prens.	\$		Unpaid claims	\$.00	\$ 720.00
		Emp. paid adm. Fee	\$.00		Unused decl's	\$ 5.00	\$ 720.00
		Check amount	\$268.50				
		REMINDER:	Declarations not used prior to end of year will be forfeited.				

ORIGINAL
AS PER

001252

FBC Section 125
Employees Benefit Fund

001252

FBC Section 125
Employees Benefit Fund

VOID AFTER 180 DAYS

TWO HUNDRED SIXTY-EIGHT and 50/100 DOLLARS

NCHS Texas
Richmond Bank Center 210

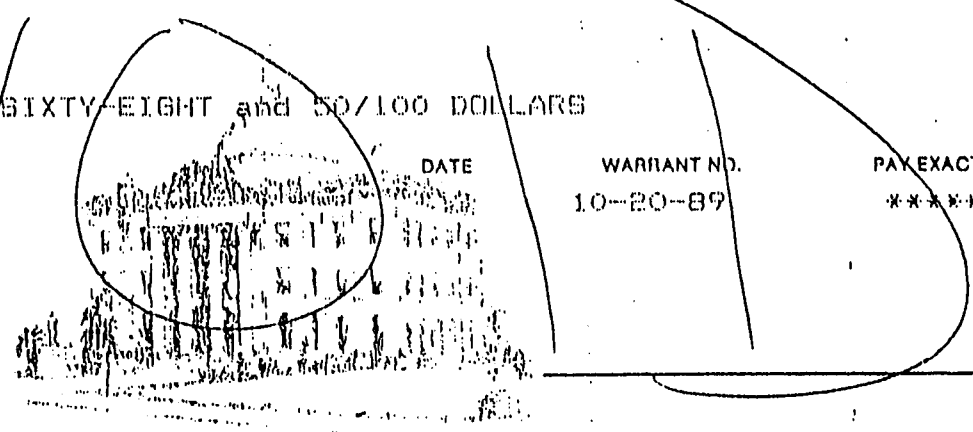
DATE

WARRANT NO.
10-20-89

PAY EXACTLY
*****\$268.50

PAY
TO THE
ORDER
OF

MARK PRICE



COUNTY AUDITOR

COUNTY TREASURER

"001252" 11131155231 900019408"

	DECL.		ACTUAL		VERIFICATION REPORT	
	DECL.		ACTUAL		MEDICAL	DAYCARE
AS PER ORIGINAL.	Med/dent. Ins.	\$.00	\$.00	AMT./PAYPERIOD	\$ 40.00	\$ 40.00
	Term Life Ins.	\$.00	\$.00	Y-T-D Declared	\$560.00 5640	\$ 560.00
	Grp. Legal Aid	\$.00	\$.00	Prior Claimed	\$435.00	\$ 357.00
	Disability Ins.	\$.00	\$.00	Prior paid	\$435.00	\$ 357.00
	Medical Paymt.	\$ 40.00	\$ 560.00			
	Daycare Paymt.	\$ 40.00	\$ 560.00			
				Bal. Decl. avail	\$125.00	\$ 203.00
				Prior unpaid	\$	\$
				New Claims	\$125.00	\$ 161.50
	Subtotal	\$ 80.00	\$1120.00			
Deductions from Check:						
	Sup. Ins. Prens.	\$		Paymt. auth.	\$125.00	\$ 161.50
	Emp. paid adm. Fee	\$.00		Unpaid claims	\$	\$
	Check amount	\$286.50		Unused decl's	\$.00	\$ 41.50
REMINDER: Declarations not used prior to end of year will be forfeited.						

FBC Section 125
Employees Benefit Fund

FBC Section 125
Employees Benefit Fund

001254

VOID AFTER 180 DAYS

TWO HUNDRED EIGHTY-SIX and 50/100 DOLLARS

NCHS Texas
Richmond Bank Center 218

DATE

WARRANT NO.
10-20-87

PAY EXACTLY
*****\$286.50

PAY
TO THE
ORDER
OF

GREGORY SCHMIDT

COUNTY AUDITOR

COUNTY TREASURER

001254 1131155231 900019408

AS PER ORIGINAL

40

0264

FOR PAY PERIOD: 14-MARK PRICE

S460823927

CHECK NO. 01252

P1

ORIG.	ACTUAL
DEC.	AMT. AUTH.

Med/dent. Ins. \$	.00	\$	.00
Term Life Ins. \$		\$	
Grp. Legal Aid \$		\$	
Disability Ins \$		\$	
Medical Paymt. \$	10.00	\$	140.00
Daycare Paymt. \$	263.50	\$	3687.00

Subtotal \$273.50 \$3827.00

Deductions from Check:

Sup. Ins. Prens. \$	
Emp. paid adm. Fee \$	.00
Check amount	\$268.50

(7-28-89) MEDICAL DAYCARE

AMT./PAYPERIOD \$	10.00	\$	263.50
Y-T-D Declared \$	140.00	\$	3687.00
Prior Claimed \$	130.00	\$	3425.50
Prior paid \$	130.00	\$	3425.50

Bal. Decl. avail \$	10.00	\$	263.50
Prior unpaid \$		\$	
New Claims \$	5.00	\$	263.50

Paymt. auth. \$	5.00	\$	263.50
Unpaid claims \$	.00	\$	.00
Unused decl's \$	5.00	\$	1.00

DECLARATIONS NOT USED PRIOR TO END OF YEAR WILL BE FORFEITED.

FOR PAY PERIOD: 13 LEAH B. NAGY 366720446 CHECK NO. 01250 P1

ORIG.	ACTUAL
DEC.	AMT. AUTH.

Med/dent. Ins. \$	.00	\$	.00
Term Life Ins. \$	.00	\$	
Grp. Legal Aid \$		\$	
Disability Ins \$		\$	
Medical Paymt. \$	5.25	\$	221.50
Daycare Paymt. \$	90.00	\$	1260.00

Subtotal \$ 95.25 \$1481.50

Deductions from Check:

Sup. Ins. Prens. \$	
Emp. paid adm. Fee \$	.00
Check amount	\$137.00

MEDICAL DAYCARE

AMT./PAYPERIOD \$	5.25	\$	90.00
Y-T-D Declared \$	221.50	\$	1260.00
Prior Claimed \$	216.25	\$	1170.00
Prior paid \$	216.25	\$	1170.00

Bal. Decl. avail \$	30.00	\$	180.00
Prior unpaid \$		\$	
New Claims \$	5.00	\$	132.00

Paymt. auth. \$	5.00	\$	132.00
Unpaid claims \$		\$	
Unused decl's \$	25.00	\$	48.00

DECLARATIONS NOT USED PRIOR TO END OF YEAR WILL BE FORFEITED.

FOR PAY PERIOD: 13 GREGORY A. SCHMIDT 455235435 NO. 01254 P1

ORIG.	ACTUAL
DEC.	AMT. AUTH.

Med/dent. Ins. \$	.00	\$	.00
Term Life Ins. \$	.00	\$	.00
Grp. Legal Aid \$	.00	\$	.00
Disability Ins \$	.00	\$	.00
Medical Paymt. \$	40.00	\$	560.00
Daycare Paymt. \$	40.00	\$	560.00

Subtotal \$ 80.00 \$1120.00

Deductions from Check:

Sup. Ins. Prens. \$	
Emp. paid adm. Fee \$	.00
Check amount	\$286.50

MEDICAL DAYCARE

AMT./PAYPERIOD \$	40.00	\$	40.00
Y-T-D Declared \$	560.00	\$	560.00
Prior Claimed \$	435.00	\$	357.00
Prior paid \$	435.00	\$	357.00

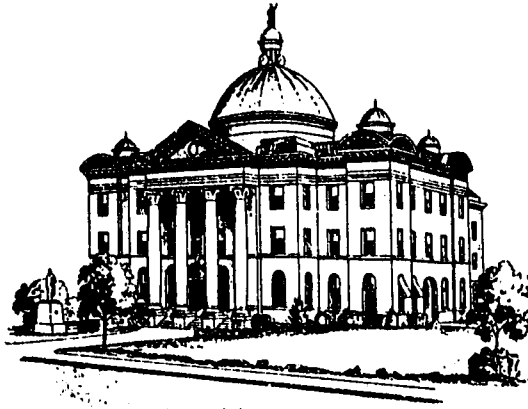
Bal. Decl. avail \$	125.00	\$	203.00
Prior unpaid \$		\$	
New Claims \$	125.00	\$	161.50

Paymt. auth. \$	125.00	\$	161.50
Unpaid claims \$		\$	
Unused decl's \$	.00	\$	41.50

DECLARATIONS NOT USED PRIOR TO END OF YEAR WILL BE FORFEITED.

These people had checks this time, we all
 voided & these collections need to be made.
 We need these new checks for these people
 in our office by no later than Friday morning at
 10:00 AM.

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, 1989

Each Member
Commissioners Court
Fort Bend County, Texas

Subject: Indigent Health Care Billing RFP.

Ref: a. My letter of October 27, 1989 (Incl 1).
b. Extract of Sec. 262.0295 Texas Local Government Code (Incl 2).

In order to proceed with the Multistep Competitive Proposal Procedure in securing priced bids for Indigent Health Care Billing Services I have requested that the following item be placed on Monday's agenda:

"Accept notification from County Purchasing Agent and find that it is impractical to prepare detailed specifications for billing services for indigent health care".

My letter of October 27th made the above notification; our next step is for Commissioners Court to issue the above finding (Sec. 262.0295(a)(2) Local Government Code); then I start working on the qualification criteria and rules for the RFP which, on November 13th, I plan to present to Commissioners Court for their approval. These rules will be published in the Public Notice (Sec. 262.0295(e) of the Code).

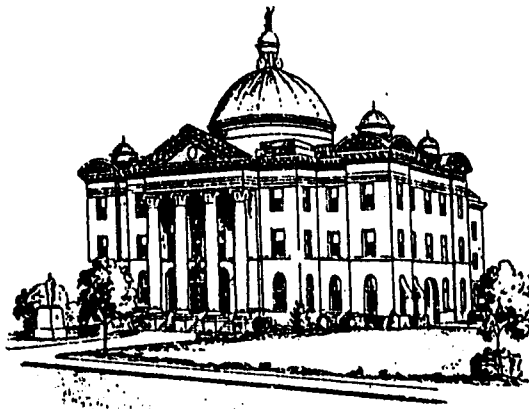
The change to the Code requires considerable study in order to grasp some of the nuances, terminology and timing; however, it could not have come at a more opportune time for the County as we work our way through the Indigent Health Care Billing maze.

Believe it or not, we are right on schedule in complying with HB 1434 which amended Sec. 262.095 Local Government Code, as it applies to Art. 4438f VATS, the Indigent Health Care and Treatment Act.

Sincerely,

John J. Hamnett

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS
COUNTY OF FORT BEND

October 27, 1989

Each Member
Commissioners Court
Fort Bend County, Texas

Sir:

On October 16, 1989 the Commissioners Court authorized the advertising for proposals relating to billing for indigent health care.

As provided for in House Bill 1434 which amended Sec. 262.0295 of the Texas Local Government Code (extract attached), I John J. Hammett, Purchasing Agent for Fort Bend County, have determined that it is impractical to prepare detailed specifications for the above item to support the award of a purchase contract, and do hereby notify the Commissioners Court of such determination.

In order for me to proceed with the multistep competitive proposal procedure provided by the above Section 262.0295 I recommend that the Commissioners Court (1) issue a finding that it is impractical to prepare detailed specifications for indigent health care billing, and (2) that the court request the Purchasing Agent to solicit quotations through a request for unpriced proposals written in such a way as to include a general description of the service to be purchased instead of the specifications describing the service.

I will place these items on the agenda for November 6th.

Incl 1

-1-

Due to the complexities of the bill and the timeframes prescribed, once the court has approved the multistep competitive proposal procedure, I shall present to the Commissioners Court for their approval, the public notice required by Sec. 262.0295(b) of the code.

Sincerely,



John J. Hammett

Incl:

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

Incl 1

- 2 -

SECTION 10. Subchapter C, Chapter 262, Local Government Code, is amended by adding Section 262.0295 to read as follows:

Sec. 262.0295. ALTERNATIVE MULTISTEP COMPETITIVE PROPOSAL PROCEDURE. (a)(1) If the county official who makes purchases for the county determines that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, the official shall notify the commissioners court of such determination.

(2) Upon a finding by the commissioners court that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, after a notification of such determination by the county official who makes purchases for the county, the county official who makes purchases for the county may use the multistep competitive proposal procedure provided by this section.

(3) This section applies only to a county with a population of 125,000 or more.

(b) Quotations must be solicited through a request for proposals. Public notice for the request for proposals must be made in the same manner as provided in the competitive bidding procedure, except that the notice may include a general description of the item to be purchased, instead of the specifications describing the item or a statement of where the specifications may be obtained, and may request the submission of unpriced proposals.

(c) On the date specified in the notice, the county official shall open the proposals and, within seven days after that date, solicit by mailed request priced bids from the persons who submitted proposals and who qualified under the criteria stated in the first solicitation.

(d) Within 30 days after the date the unpriced proposals are opened under Subsection (c), the county official shall present the priced bids to the commissioners court. The award of the contract shall be made to the responsible offeror whose bid is determined to be the lowest evaluated offer resulting from negotiation. All proposals and bids that have been submitted shall be available and open for public inspection after the contract is awarded.

(e) As provided in the request for proposals and under rules adopted by the commissioners court, discussion may be conducted with responsible offerors who submit priced bids determined to be reasonably susceptible of being selected for award. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

Incl 2

27. ACCEPT OR REJECT THE FOLLOWING BIDS: (1) ONE OR MORE NEW PICKUP TRUCKS (#89-081); (2) ONE OR MORE NEW EXCAVATING & GRADING MACHINE (#89-082):

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to cancel bid for one or more new pickup trucks #89-081.

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to HIWAY EQUIPMENT for new excavating & grading machine for Precinct #1. (Recorded in minutes in full)

28. CONSIDER APPROVAL OF CONTRACT FOR SERVICES BETWEEN FORT BEND COUNTY AND FORT BEND REGIONAL COUNCIL ON ALCOHOLISM & DRUG ABUSE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Lutts voting no, Commissioner Pressley voting no and Judge Stavinocha voting yes, it is ordered to approve contract for services between Fort Bend County and Fort Bend Regional Council on Alcoholism & Drug Abuse for one year at \$29,000.00. (Recorded in minutes in full)

29. CONSIDER AMENDING BUDGET IN RURAL FIRE CALL FUND:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to amend Rural Fire District Budget by \$1906.24 as requested by Gary Tilton, Fire Marshall. Funds to come from Contingency Fund - an emergency is declared. (Recorded in minutes in full)

30. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (LANDFILL MATTER) AND PERSONNEL MATTERS (GRIEVANCE HEARINGS), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,G), V.T.C.S., AND CONSIDER TAKING ACTION:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Court appoints Chief Deputy, Perry R. Hillegeist to serve the unexpired term of Sheriff as provided by law.

Before witness, County Judge Stavinocha sworn in Perry H. Hillegeist as Sheriff.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the court takes no action regarding Sal and Patricia Gambino upon hearing their grievance.

31. DISCUSS AND CONSIDER PROPOSED 1990 BUDGET:

Robert Grayless presented up-to-date proposed 1990. Additional cuts in department budgets:

Children Protective Services - \$318,000.00
Library - \$40,000.00
Commissioner #1,#2,#3 & #4 - \$100,000.00 each precinct

RECESS:

Commissioners' Court recessed at 12 noon.

RECONVENE:

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

29/1

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0271

PURCHASE OF ONE (1) OR MORE NEW PICKUP TRUCK. BID #89-081

COMPANY

BID PRICE

JOE GRILLO OLDS-DODGE

\$10,958.65

DOES NOT MEET SPECS: SPECS REQUIRE A
MINIMUM GVWR OF 6,100 LBS., BID IS 6,050
LBS; SPECS REQUIRE A MINIMUM 32 GAL. FUEL
TANK, BID IS 30 GAL.

NO OTHER BIDS RECEIVED.

PURCHASE OF ONE (1) OR MORE NEW HEAVY DUTY TELESCOPIC BOOM EXCAVATING AND GRADING MACHINE WITH OR WITHOUT TRADE-IN. BID #89-082.

COMPANY	BID PRICE NO OPTIONS NO TRADE-IN	BID PRICE NO OPTIONS WITH TRADE-IN	BID PRICE WITH OPTIONS NO TRADE-IN	BID PRICE WITH OPTIONS WITH TRADE-IN	OPTIONAL EQUIPMENT ADD:		
					DISC WHEELS	WORK LIGHTS	WINDSHIELD WASHER & WIPERS
HI-MAY EQUIPMENT (GRADALL)	\$155,794.00	\$137,794.00	\$174,739.00	\$156,739.00	\$1,650.00	\$1,080.00	\$670.00
=====							
AIS CONTINENTAL (GRADALL)	\$164,000.00	\$149,000.00	\$183,355.00	\$168,355.00	\$2,060.00	\$1,080.00	\$670.00
=====							
WAUKESHA-PEARCE IND. (BADGER)	\$146,000.00	DOES NOT MEET SPECS: GWM REQUIRED 59,200 LBS. MIN., BID 52,000 LB.; DIGGING DEPTH REQUIRED 22'2" MIN., BID 22'0"; LOADING HEIGHT REQUIRED 16'3" MIN., BID 15'8". FOR OTHER NON-SPEC ITEMS SEE BID.					

HEAT RESISTANT GLASS	ENGINE ALARMS	VANDALISM PROTECTION KIT	TACHOMETER	SPARK ARRESTOR	105 AMP ALTERNATOR	REVOLVING BEACON	COLD START PACKAGE UPPER	COLD START PACKAGE UNDER	VHP	HOSING & PIPING
\$2,060.00	\$840.00 \$840.00	\$2,250.00	\$220.00 \$220.00	\$180.00 \$140.00	\$330.00	\$570.00	\$510.00	\$510.00	\$495.00	\$6,380.00
\$2,060.00	\$1,680.00	\$2,250.00	\$440.00	\$320.00	\$330.00	\$570.00	\$510.00	\$510.00	\$495.00	\$6,380.00



SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

AS PER ORIGINAL

October 26, 1989

Ms. Kay Tripicchio
Executive Director
Fort Bend Council on
Alcoholism & Drug Abuse, Inc.
4203 Avenue H, #16
Rosenberg, Texas 77471

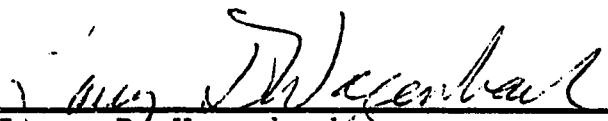
RE: Contract between Fort Bend County and Fort Bend Council
on Alcoholism & Drug Abuse, Inc. (F.B.R.C.)

Dear Ms. Tripicchio:

Enclosed please find originals of the proposed contract
between Fort Bend County and F.B.R.C.

Please note that the contract is for \$29,000.00 and for a
term commencing on November 1, 1989 and ending October 31, 1990.

Very truly yours,



Larry D. Wagenbach
Assistant District Attorney

LDW:rg
Enclosures

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS AGREEMENT is made on this the 1st day of November, 1989, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "COUNTY"), a body politic, acting herein by and through its Commissioners' Court, duly authorized and empowered, and FORT BEND REGIONAL COUNCIL ON ALCOHOLISM & DRUG ABUSE, INC. (hereinafter referred to as "F.B.R.C."), acting herein by and through its duly authorized officers.

WHEREAS, COUNTY does not have a program for alcohol and drug abuse for its citizens; and,

WHEREAS, COUNTY desires to contract with F.B.R.C. to provide certain services to alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and,

WHEREAS, COUNTY desires to assist F.B.R.C. in its programs for alcohol and drug dependent residents of Fort Bend County, their families and others affected by the dependency; and

WHEREAS, F.B.R.C. desire to provide qualified staff and services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and

WHEREAS, F.B.R.C. desires to provide assessment and evaluation programs, referral services, case management, and education, and related services to the citizens of Fort Bend County pertaining to alcohol and drug abuse; and,

WHEREAS, F.B.R.C. desires to provide a coordination service with the various service agencies within Fort Bend County pertaining to alcohol and drug abuse.

NOW, THEREFORE, in consideration of the mutual understanding and agreement set forth, the COUNTY and F.B.R.C. agree as follows:

I.

F.B.R.C. agrees that it will provide an assessment program for all citizens of Fort Bend County. The purpose of the assessment will be to evaluate whether there is a problem of alcohol or other drugs with an individual or significant other (including, but not limited to, family members and employers), with no charge to County residents.

II.

F.B.R.C. agrees that it will provide a referral service for citizens of Fort Bend County on an individual basis to an appropriate program, including but not limited to hospitals, doctors, counselors, halfway houses, support groups, in-house services and programs.

III.

F.B.R.C. agrees that it will provide educational programs and assistance to schools, businesses, industry and civic groups within Fort Bend County on alcoholism and drug abuse to assist the citizens of Fort Bend County to combat alcohol and drug abuse.

IV.

F.B.R.C. agrees that it will coordinate services with the several other service agencies throughout Fort Bend County to improve the evaluation and treatment of alcohol and drug abuse, and to improve the quality of service for alcohol and drug abuse in Fort Bend County.

V.

F.B.R.C. agrees it will provide COUNTY with an annual independent audit of its operations and F.B.R.C. further agrees COUNTY may conduct an independent audit should COUNTY desire same.

VI.

F.B.R.C. agrees to save, hold harmless and indemnify COUNTY from all claims and liabilities that may arise or be alleged as a result (directly or indirectly) of this contract.

VII.

COUNTY agrees to provide F.B.R.C. with TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00) in consideration of F.B.R.C. performing the services stated in this contract. The term of this contract is for one year, commencing November 1, 1989 and ending October 31, 1990.

VIII.

The provisions of this contract are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this contract or the application thereof, to any person or circumstance, shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitu-

tional 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 COUNTY or F.B.R.C. the purposes of the contract have been rendered useless.

IX.

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

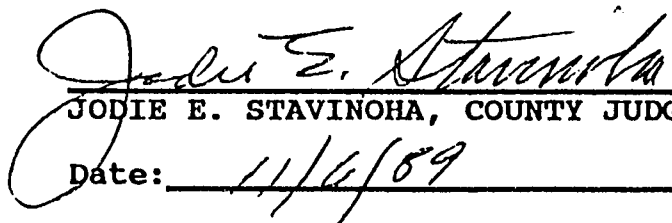
X.

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

XI.

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

FORT BEND COUNTY, TEXAS


JODIE E. STAVINOHA, COUNTY JUDGEDate: 11/6/89

ATTEST:


DIANNE WILSON, COUNTY CLERK

FORT BEND REGIONAL COUNCIL ON
ALCOHOLISM & DRUG ABUSE, INC.

Kay Tripicchio
KAY TRIPICCHIO, EXECUTIVE DIRECTOR

Date: 10/29/89

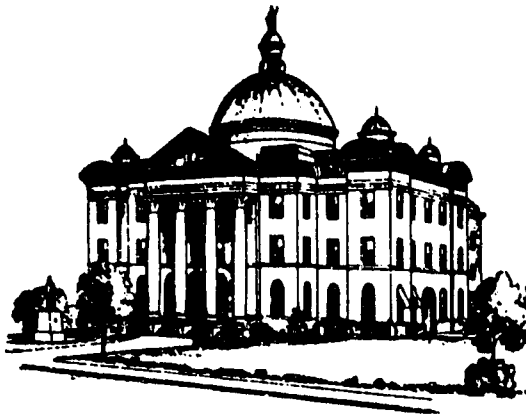
I hereby certify that funds are available in the amount of
\$_____ to pay the obligation of Fort Bend County under
and within the foregoing contract.

ROBERT GRAYLESS, COUNTY AUDITOR

40

29
0280

GARY A. TILTON
Fire Marshal /
Safety Director



P.O. BOX 205
RICHMOND, TEXAS 77469
(713) 342-7359

STATE OF TEXAS
COUNTY OF FORT BEND

November 6, 1989

To: Fort Bend County Judge and Commissioner's Court
From: Gary Tilton, Fire Marshal/Safety Director
Re: Rural Fire Fund Budget

Due to the dry summer and fall, the fire departments have experienced an excess in the amount of runs that they have been called on to make. The July runs totaled \$29,950.00, and the August runs were \$29,900.00, where as the September runs totaled \$42,900. The Auditor's Office notified me Thursday afternoon that we are short in paying outstanding bills. There was \$1,296.42 worth of fire calls paid leaving the account with a negative balance of same. At this time, there is \$121.85 worth of foam that has been ordered and received as replacement for materials used at fire scenes. There is \$425.50 worth of replacement hose on order and \$62.47 worth of foam ordered out of the Rotation Fund. This leaves a total balance of \$1,906.24 needed to bring this account to a \$0.00 balance.

October's fire runs, which are normally paid out of this fund at this time, are not due to the Fire Marshal's Office until November 15, 1989, but I expect them to run as high, if not higher, than the \$42,900.00 that was used in September.

NOTICE OF EFFECTIVE TAX RATE

0281

AS PER ORIGINAL

1989 Property Tax Rates in Fort Bend County

This notice concerns 1989 property tax rates for FORT BEND County. It presents information about three tax rates. Last year's tax rate is the actual rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers can start tax rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

	General Fund	Farm to Market/ Flood Control Fund	DRAINAGE
Last year's tax rate:	\$ 28,756,313.04	\$ 3,482,776.33	\$ 4,421,049.38
Last year's operating taxes	\$ 1,051,165.54	\$ —	\$ —
+ Last year's debt taxes	\$ 29,807,478.58	\$ 3,482,776.33	\$ 4,421,049.38
= Last year's total taxes	\$ 8,148,570,042.00	\$ 8,061,968,423.00	\$ 8,141,870,557.00
+ Last year's tax base	\$.3658 /\$100	\$.0432 /\$100	\$.0543 /\$100
= Last year's total tax rate			

This year's effective tax rate:	\$ 29,424,158.44	\$ 3,433,938.38	\$ 4,364,136.38
Last year's adjusted taxes (after subtracting taxes on lost property)	\$ 7,919,419,488.00	\$ 7,828,989,613.00	\$ 7,911,227,495.00
+ This year's adjusted tax base (after subtracting taxes on new property)	\$.37154 /\$100	\$.04386 /\$100	\$.05516 /\$100
= This year's effective tax rate for each fund	\$.47056 /\$100		
Total effective tax rate			

A county that adopted the additional sales tax in a 1989 election must include the following lines:

- Sales tax adjustment rate	\$ — /\$100
= Effective tax rate	\$ — /\$100

x 1.03 = maximum rate unless unit publishes notices and holds hearing	\$.48467 /\$100
--------------------------------------------------------------------------	------------------

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property)	\$ 28,386,510.43	\$ 3,433,938.38	\$ 4,364,136.38
+ This year's adjusted tax base	\$ 7,919,419,488.00	\$ 7,828,989,613.00	\$ 7,911,227,495.00
= This year's effective operating rate	\$.35844 /\$100	\$.04386 /\$100	\$.05516 /\$100
x 1.08 = this year's maximum operating rate	\$.38711 /\$100	\$.04736 /\$100	\$.05957 /\$100
+ This year's debt rate	\$.01470 /\$100	\$ — /\$100	\$ — /\$100
= This year's rollback rate for each fund	\$.40181 /\$100	\$.04736 /\$100	\$.05957 /\$100
This year's rollback rate	\$.50874 /\$100		

A county that imposes the additional sales tax must include these lines, regardless of when it held the election:

- Sales tax adjustment rate	\$ — /\$100
= Rollback tax rate	\$ — /\$100

32. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) PHOTOGRAPHIC SUPPLIES FOR SHERIFF DEPT. (#90-004); (2) UNIFORMS, LEATHER GOODS & HATS FOR SHERIFF DEPT. (#90-005); (3) JANITORIAL SUPPLIES (#90-006); (4) PAPER & PLASTIC PRODUCTS (#90-007); (5) MOWING OF RIGHT-OF-WAYS (#90-008):

Open bids for photographic supplies for Sheriff Dept:

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

- A) JOBAR, INC.

Open bids for uniforms, leather goods & hats for Sheriff Dept.:

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

- A) AL'S UNIFORM SUPPLY, LTC
B) LAW ENFORCEMENT EQUIPMENT CO. (no bid)
C) UNIFORMS OF TEXAS, INC.

Open bids for janitorial supplies:

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

- A) AIRKEM PROFESSIONAL PRODUCTS OF HOUSTON
B) BRAUNER PAPER CO, INC.
C) MORSE WHOLESALE
D) PREMIUM SUPPLY COMPANY, INC.

Open bids for paper & plastic products:

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

- A) MORSE WHOLESALE
B) ROSENBERG JANITORIAL SUPPLY CO.

Open bids for mowing of right-of-ways:

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

- A) CHIPCO, INC.
B) ZOMALT ENTERPRISES
C) MORTON BROS.
D) CUSTOM LAWN CARE

33. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills as presented by Robert Grayless, Auditor.

RECESS:

Commissioners' Court recessed at 3:40 p.m. until Wednesday November 8 at 9:00 a.m.

RECONVENE:

Commissioners' Court reconvened at 9:00 a.m.

ANNUAL CONTRACT FOR PHOTOGRAPHIC SUPPLIES. BID NUMBER 90-004.

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32
0283

COMPANY

CAMERAS UNLIMITED INC.

DIXIE U.S.A., INC.

INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.

JOBAR, INC. ✓

FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'207'\$CATEGORY

VENDOR NAME	BID PRICE
=====	=====
CAMERAS UNLIMITED	_____
FONDREN CAMERA, INC.	_____
INDUSTRIAL PHOTOGRAPHIC	_____
JOBAR SCIENTIFIC	_____ ✓ _____
SOUTHWESTERN CAMERA CO.	_____

COMPANY

AL'S UNIFORM SUPPLY, LTD. ✓

BEST INDUSTRIAL UNIFORM SUPPLY CO.

BURKE UNIFORMS, INC.

DIXIE U.S.A., INC.

LAW ENFORCEMENT EQUIPMENT CO. No Bid

MARTIN'S UNIFORMS

SOUTHWEST UNIFORMS

TEXAS STATE DISTRIBUTORS

UNIFORMS OF TEXAS, INC. ✓

COMPANY

ABAR SUPPLY CO., INC.

ACTIVE BUILDING MAINTENANCE

ADKINS EQUIPMENT & SUPPLY

AIRKEM PROFESSIONAL PRODUCTS OF HOUSTON ✓

BANNER LABS, INC.

BID SOURCE, INC.

BPA, INC.

BRAWNER PAPER CO., INC. ✓

CENTURY PAPERS

DE LA ROSE BUILDING MAINTENANCE

DIAMOND CLEANING EQUIPMENT CO., INC.

FIRST AMERICAN BUILDING MAINTENANCE, INC.

GROVES INDUSTRIAL SUPPLY CORPORATION

GULF COAST PAPER CO., INC.

HAMILTON ENTERPRISES

HOME WORKS

HUNTINGTON LABORATORIES - SOUTHWEST, INC.

INDUSTRO-CHEM DISTRIBUTORS

INTERNATIONAL FAX COMPANY

J & B CHEMICAL CO., INC.

MALTZ PAPER AND CHEMICAL, INC.

METSCO, INC.

MORSE WHOLESALE ✓

NEW MOORE COMPANIES

NICO BUILDING MAINT., INC.

PARKWAY RESEARCH CORP.

PHB MAINTENANCE SUPPLIES

PREMIUM SUPPLY COMPANY, INC. ✓

ANNUAL CONTRACT FOR JANITORIAL SUPPLIES. BID NUMBER 90-006.

COMPANY

PROCLEAN CHEMICALS, INC.

PUBLIC HEALTH EQUIPMENT & SUPPLY

PURITAN/CHURCHILL CHEMICAL CO.

QUALITY CONTRACTING, INC.

ROSENBERG JANITORIAL SUPPLY CO. ✓

SAFETY BY DESIGN/D'ABICO

SANIVAC, INC. ✓

SERVECO, INC.

STAR SALES SERVICE, INC.

TEXAS CORRECTIONAL INDUSTRIES

THE GREATEST JANITORIAL SERVICE, INC.

UNIQUE BUILDING MAINTENANCE SERVICES, INC.

UNITED LABORATORIES, INC.

WALLSTREET INTERNATIONAL, INC.

WHARTON PAPER & INDUSTRIAL SUPPLY

WHITE SWAN, INC.

ZEP MANUFACTURING CO. ✓

ZUMO CORPORATION

COMPANY

ABAR SUPPLY CO., INC.

ACTIVE BUILDING MAINTENANCE

ADKINS EQUIPMENT & SUPPLY

AIRKEM PROFESSIONAL PRODUCTS OF HOUSTON

BANNER LABS, INC.

BID SOURCE, INC.

BPA, INC.

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DE LA ROSE BUILDING MAINTENANCE

DIAMOND CLEANING EQUIPMENT CO., INC.

FIRST AMERICAN BUILDING MAINTENANCE, INC.

GROVES INDUSTRIAL SUPPLY CORPORATION

GULF COAST PAPER CO., INC.

HAMILTON ENTERPRISES

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HUNTINGTON LABORATORIES - SOUTHWEST, INC.

INDUSTRO-CHEM DISTRIBUTORS

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J & B CHEMICAL CO., INC.

MALTZ PAPER AND CHEMICAL, INC.

METSCO, INC.

MORSE WHOLESALE ✓

NEW MOORE COMPANIES

NICO BUILDING MAINT., INC.

PARKWAY RESEARCH CORP.

PHB MAINTENANCE SUPPLIES

COMPANY

PREMIUM SUPPLY COMPANY, INC.

PROCLEAN CHEMICALS, INC.

PUBLIC HEALTH EQUIPMENT & SUPPLY

PURITAN/CHURCHILL CHEMICAL CO.

QUALITY CONTRACTING, INC.

ROSENBERG JANITORIAL SUPPLY CO. ✓

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SANIVAC, INC.

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TEXAS CORRECTIONAL INDUSTRIES

THE GREATEST JANITORIAL SERVICE, INC.

UNIQUE BUILDING MAINTENANCE SERVICES, INC.

UNITED LABORATORIES, INC.

WALLSTREET INTERNATIONAL, INC.

WHARTON PAPER & INDUSTRIAL SUPPLY

WHITE SWAN, INC.

ZEP MANUFACTURING CO.

ZUMO CORPORATION

ANNUAL CONTRACT FOR MOWING OF RIGHT-OF-WAYS. BID NUMBER 90-008.

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0290

COMPANY

MLS ASSOCIATES

THE MISCHER CORP.

TRACTOR MOWING SERVICE

TWIN CEDAR MAINTENANCE

YODER LANDSCAPE SERVICES

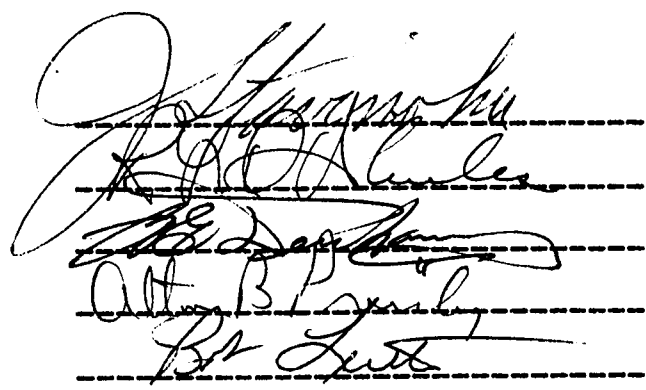
FT. BEND COUNTY VENDOR LIST (NAME ONLY)
'000'\$CATEGORY

VENDOR NAME =====	BID PRICE =====
BONNIE'S TRACTOR SERVICE	
CHIPCO, INC.	✓
DAVIS AND DAVIS	
ENVIRONMENTAL INDUSTRIES	
J & M TRACTOR SERVICE	
J. SMITH SERVICES	
MORTON BROTHERS, INC.	
SLICK'S LANDSCAPE & MAINT.	
TRACTOR MOWING SERVICE	
WESTSIDE SERVICES, INC.	
YODER LANDSCAPE SERVICE	
ZOMALT ENTERPRISES	✓
<i>Morton Bros</i>	✓
<i>Custom Lawn Care</i>	✓

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

On this the 6th day of November, 1989 at a Regular
Session of the Commissioners Court with the following present:

- County Judge
- Commissioner, Precinct 1
- Commissioner, Precinct 2
- Commissioner, Precinct 3
- Commissioner, Precinct 4



Now, therefore, be it resolved upon the motion of Commissioner
_____, Seconded by Commissioner _____,
duly put and carried, it is ordered that the bills be approved as presented
by Robert Grayless, County Auditor.

***** APPROVED *****



County Auditor

Date: _____
Time Reconvened: _____
Time Adjourned or Recessed: _____

BUDGET HEARING:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and carried with Commissioner Lutts voting no, the Court authorized the County Judge to file with the County Clerk the 1990 proposed budget of \$ 53,639,558.00 with a proposed tax rate of \$.5227.

34. ADJOURNMENT:

Commissioners' Court adjourned at 10:45 a.m. Wednesday, November 8, 1989.

1990 Budget

.5226 w/3%

Revenue

40 0294

Tax rates at 82%

95%

G.F. 8,096,271,718 .4081

30,905,047

LRFC 8,003,935,129 .04736

3,601,130

Drainage 8,088,079,725 .05957

4,577,1665.9372¢
increaseTOTAL

39,083,343

G.F. Value above includes new property / ^{and} intangiblesLRFC Value ^{plus} new property / ^{and} intangibles
~~plus~~ extra state homestead \$3,000Drainage new property / ^{no} intangiblesExpenses

G.F. 31,048,007

- 142,960

LRFC 3,096,256

+ 504,874

Drainage 5,270,948- 693,782

39,415,211

- 331,868

Total 39,083,343331,868

G.F. .40917 + .00236 8,096,271,718 31,471,139

LRFC .04 over .00736 8,003,935,129 = 3,041,495

Drainage .06693 + .00736 8,088,079,725 = 5,142,684

If you take .00736 add to G.F.

31,471,139
31,048,007.8
3,096,252.0
3,041,495
add to G.F. over + 423,132
.40917
.04 LRFC under - 54,761
.05957 Drainage under - 693,782
- 270,650

If you take .00736 add to Drainage

31,048,007.8
.4181 G.F. 30,905,047 - 142,960
.04 LRFC 3,041,495 - 54,761
5,270,948
.06693 Drainage 5,142,684 - 128,264
- 325,985

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

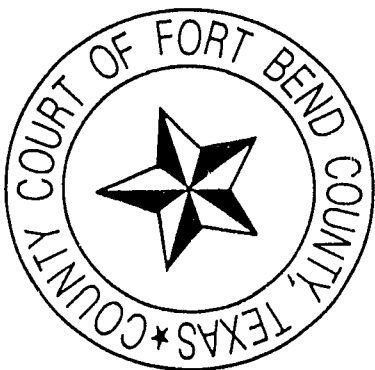
FORT BEND COUNTY, TEXAS

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 2, 1990.STARTING WITH
FILM CODE NO. 90 vol. 40 pg. 0124ENDING WITH
FILM CODE NO. 90 vol. 40 pg. 0295DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY

Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 2
DAY OF JANUARY, 19 90.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 0298.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, NOVEMBER 13, 1989
9:00 O'CLOCK A.M.

40 0298

1. Approve minutes of meeting of November 6, 1989.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Approve service/maintenance agreements on County equipment.
6. Approve bond & oath for Sheriff Perry R. Hillegeist.
7. Canvass results of the November 7 election.
8. Consider requests for waivers of tax penalties & interest.
9. Adopt amended guidelines & criteria for granting tax abatement in reinvestment zones.
10. Constable R. L. Gaston, Pct. 1., re: renew authority to use unmarked vehicle.
11. Consider approving reserve deputy Cornelius Embry, along with bond & oath, Pct. 3 Constable.
12. Ms. Hopie Solomon, Social Services Director, re: request to apply for funds from F.E.M.A. (Phase 8) for food, emergency shelter & utilities.
13. Consider appointing new director for First Colony L.I.D. #2.
14. Consider approval of renewal of mental health unit contract with Riceland Regional Mental Health Authority.
15. Consider releasing \$5,000 bond from Frontier Geophysical Co. of Texas, Pct. 2.
16. Consider appointing committee to study radio communication needs in Fort Bend County.
17. Approve plats for Lillian M. Lee Tract A & The Grove, Sec. 11, Pct. 4.
18. Consider application from Addicks Services Inc. to install sewer & water lines under Colonel Court Dr., Pct. 4.
19. Consider approving additional amount of \$30.46 to McBride-Ratcliff for the three landfill monitoring wells .
20. 10:00 a.m. - Hold public hearing on petition for bond election within Fort Bend County Road District #1, and consider taking action.
21. Presentation of proclamation for "Literacy Week".
22. Consider advertising for bids for hardware & software for Data Processing Dept.
23. Vote on C.A.D. Board of Directors.
24. Adopt rules for multistep RFP on indigent health care billing services.
25. Accept or reject the following bids: (1) One or more new police package vehicles from D.A.'s bid (#89-083); (2) Janitorial supplies (#90-006); (3) Paper & plastic products (#90-007); (4) Mowing of right-of-ways (#90-008).
26. Meet in Closed Session to discuss personnel matters (grievance hearing) as authorized by Art. 6252-17, Sec. 2(g), VTCS, and consider action.

27. 1:30 p.m. - Open and consider bids for the following: (1) Road materials - earthen type (#90-009); (2) Road materials - chemical type (#90-010); (3) Gasoline (#90-011); (4) Diesel (#90-012).
28. Judge Walter S. McMeans, County Court-at-Law #2, re: salary increase for County Court-at-Law Judges.
29. Approve budget for filing and set date for public hearing.
30. Approve bills.
31. Road District
- 3132 Adjournment.

FILED FOR RECORD

TIME

3:05 ~~AM~~ P.M.

NOV 9 1989

Diana Wilson
County Clerk Fort Bend Co., Tex.

John E. Stavinska

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, November 9, 1989 at 3:15 p.m. by Diana Wilson.

EMERGENCY ADDENDUM TO AGENDA
OF WEDNESDAY, NOVEMBER 15, 1989
(CONTINUATION OF MONDAY, NOVEMBER 13, 1989 MEETING)

FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court agenda of Wednesday, November 15th:

CONSIDER GRANTING AN EXEMPTION TO THE COMPETITIVE BIDDING REQUIREMENTS OF SEC. 262.023, LOCAL GOVERNMENT CODE, FOR PURCHASE OF ITEMS (HEADER COLLECTION SYSTEM AT LANDFILL) NECESSARY TO PRESERVE OR PROTECT THE PUBLIC HEALTH OR SAFETY OF THE RESIDENTS OF FORT BEND COUNTY.

The fact that the subject matter of said addendum is urgently needed for the best interests of said County makes it an emergency or urgent public necessity that said addendum be considered.

FILED FOR RECORD

TIME 2:20 A.M.
P.M.

NOV 14 1989

Dianne Wilson
County Clerk Fort Bend Co. Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Addendum to agenda was posted at Courthouse & Jane Long Annex, Richmond, Texas on Tuesday, November 14, 1989, at 2:30 p.m.
by Herna Landry.

FORT BEND COUNTY ROAD DISTRICT NO. 1

Notice of Meeting

Notice is hereby given that the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County Road District No. 1, will hold a special meeting on Monday, November 13, 1989, at 10:00 a.m. in the Commissioners Courtroom on the 1st Floor of the Fort Bend County Courthouse Annex, 500 Jackson, Richmond, Texas 77469 for the following purposes:

1. Consider and possibly take action on an order entitled:

ORDER OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, CALLING A BOND ELECTION FOR FORT BEND COUNTY ROAD DISTRICT NO. 1 OF FORT BEND COUNTY, TEXAS, A BODY CORPORATE OF SAID COUNTY; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSE OF THIS ORDER

2. Consider and possibly take action on a resolution engaging engineers, financial advisors, and attorneys for the District.
3. Consider and possibly take action on a resolution setting fees for election officials.
4. Adjournment.

FILED FOR RECORD

TIME 3:05 P.M.

NOV 9 1989

Dianne Wilson
County Clerk Fort Bend Co. Tex.

Jodie E. Stavinocha
Jodie E. Stavinocha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas, on Thursday, November 9, 1989 at 3:15 p.m. by Norma Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 13TH day of NOVEMBER, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF NOVEMBER 6, 1989:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of November 6, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve line item transfers in budgets 240TH DISTRICT COURT, COUNTY COURT AT LAW #1 and FAIRGROUNDS. (Recorded in minutes in full)

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

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out of town travel requests for ENGINEER, SHERIFF, COUNTY TREASURER and COMMISSIONER PCT.#1. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS ON COUNTY EQUIPMENT:

None

6. APPROVE BOND & OATH FOR SHERIFF PERRY R. HILLEGEIST:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bond & oath for Sheriff Perry R. Hillegeist. (Recorded in minutes in full)

7. CANVASS RESULTS OF THE NOVEMBER 7 ELECTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept as submitted by Dianne Wilson, County Clerk the results of the November 7 election.

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

40

0303

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1050 0010 1010 <i>PROP & EQUIP</i>	\$ 1,000.00	\$ 2,584.95	\$ 1,584.95
(Line Item)			
1050 0010 1062 <i>OFF. SUPP.</i>	\$ 5,000.00	\$ 3,415.05	(\$ 1,584.95)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: October 25, 1989

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

40

0304

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS	INCREASE	
	FROM	TO	(DECREASE)
C. Court At Law #1 ^{lets}			
10-00-0015-4010 ^{OFF}	\$ 50,000.00	49,000.00	-1,000
(Line Item)			
10-60-0015-1062	3,500.00	4,500.00	+1,000
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 11-9-89

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT FIRE FUND	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1000 0033 2060 ^{Tanker} supplies (Line Item)	\$3,000.00	\$4,000.00	\$1,000.00
1000 0033 2070 ^{Repair to} Building	25,000.00	24,000.00	<1,000.00>

DATE: 11-2-89

DEPARTMENT HEAD: Travis W. Becker

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 0306

TO: COMMISSIONERS COURT

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

Ronald D. Drachenberg

DATE OF DEPARTURE: November 16, 1989

DATE OF RETURN: November 17, 1989

DESTINATION: San Antonio

PURPOSE OF TRIP: Attend the Texas Association of County Engineers
and Road Administrators Fall '89 Conference

MODE OF TRANSPORTATION: Personal Vehicle

DEPARTMENT HEAD APPROVAL: Ronald D. Drachenberg, P.E., R.P.S./County Engineer
Name & Department

DATE: 11/13/89

Signature

Ronald D. Drachenberg

APPROVED COMMISSIONERS COURT: Presiding Official

Date

11/13/89

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

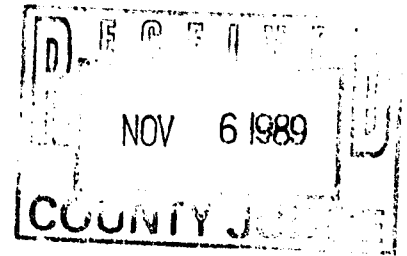
CANARY COPY - Treasurer's Advice

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

COUNTY OF FORT BEND

Travel Authorization



TO: COMMISSIONERS' COURT

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

Period: Date of Departure December 11, 1989

Date of Return December 14, 1989

Purpose of Trip: County Treasurer's Assoc. of Texas Board
Meeting

Places to be Visited: Austin, TX

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

Kathy Lyns
 Name

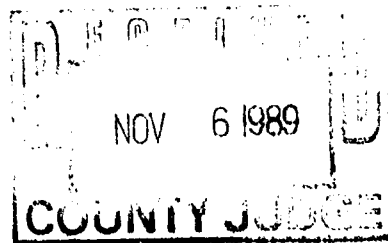
11/3/89 County Treasurer
 Date Title

Approved: Commissioners' Court
J. Strinsky
 County Judge

11/13/89
 Date

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 December 7, 1989
Date of Return December 8, 1989

Purpose of Trip: Texas County and District Retirement System

Places to be Visited: Austin, TX

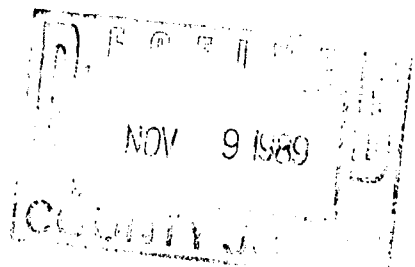
Mode of Transportation
(State whether by personal auto, airline, etc.) _____ Airline

Kathy Lynan
Name

11/3/89 County Treasurer
Date Title

Approved: Commissioners' Court
[Signature]
County Judge

11/13/89
Date



COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Sergeant Mike Patton

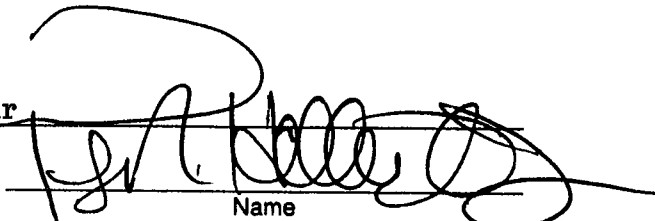
Period: Date of Departure 11/26/89 P.M.

Date of Return 11/31/89 P.M.

Purpose of Trip: To attend Driver's Instructor School

Places to be Visited: College Station, Texas A & M University

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



Name

11/9/89

Date

Sheriff

Title

Approved: Commissioners' Court



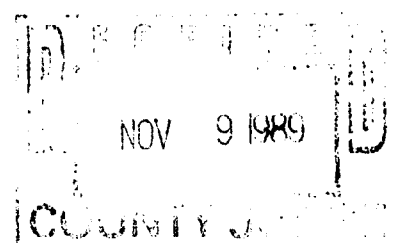
County Judge

11/13/89

Date

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:

Dale Zwahr

Donald Massey

Michael Graeber

Period: Date of Departure Nov 27, 28, 29 & 30, 1989
Date of Return 6:00 PM till 10:00 PM

Purpose of Trip: to attend OTC Target Training Systems
Computer Diagnosis School

Places to be Visited: Vasco Equipment
501 North Shepherd
Houston, Texas

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

R. G. Allene
Name

Nov 9, 1989 Commissioner, Precinct #1
Date Title

Approved: Commissioners' Court
J. Starneth 11/13/89
County Judge Date



FORT BEND COUNTY CLERK

40 0311-⁷

DIANNE WILSON
COUNTY CLERK

Departments:

Courts

(713) 341-8660

Recording/Vital Statistic

(713) 341-8653

Elections/Voter Registration

(713) 341-8670

Micrographics

(713) 341-8683

TO: COMMISSIONER'S COURT

RE: CANVAS OF ELECTION RESULTS

I, DIANNE WILSON, County Clerk of Fort Bend County do hereby certify the attached returns of the November 7 Constitutional General Election as true and correct. I also certify the attached returns of the Library Bond Issue as true and correct.

Signed this 13 day of November, 1989.

Dianne Wilson
County Clerk/Voter Registrar
Fort Bend County, Texas

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION NOVEMBER 7, 1989

FINAL
40 0312

Total Number Voting 15366
Precincts Reporting 68 of 68 100.00%

AS PER ORIGINAL

AMENDMENT 1				
FOR	7616	52.19%	+ 22 =	7638
AGAINST	6975	47.80%	+ 11 =	6986
AMENDMENT 2				
FOR	10243	70.36%	+ 23 =	10266
AGAINST	4314	29.63%	+ 9 =	4323
AMENDMENT 3				
FOR	9166	63.18%	+ 27 =	9193
AGAINST	5341	36.81%	+ 6 =	5347
AMENDMENT 4				
FOR	8283	57.63%	+ 14 =	8297
AGAINST	6089	42.36%	+ 17 =	6106
AMENDMENT 5				
FOR	9972	69.63%	+ 24 =	9996
AGAINST	4337	30.30%	+ 8 =	4345
AMENDMENT 6				
FOR	9989	71.89%	+ 23 =	10012
AGAINST	4021	28.70%	+ 7 =	4028
AMENDMENT 7				
FOR	11144	76.62%	+ 26 =	11170
AGAINST	3399	23.37%	+ 6 =	3405
AMENDMENT 8				
FOR	11231	78.27%	+ 26 =	11257
AGAINST	3118	21.72%	+ 6 =	3124
AMENDMENT 9				
FOR	10983	77.78%	+ 26 =	11009
AGAINST	3136	22.21%	+ 5 =	3141
AMENDMENT 10				
FOR	12223	84.44%	+ 23 =	12246
AGAINST	2252	15.55%	+ 9 =	2261
AMENDMENT 11				
FOR	8323	59.05%	+ 17 =	8340
AGAINST	5771	40.94%	+ 14 =	5785
AMENDMENT 12				
FOR	9797	68.37%	+ 27 =	9824
AGAINST	4531	31.62%	+ 5 =	4536

AMENDMENT 13
FOR
AGAINST

18868 75.83% + 26 = 10894
3463 24.16% + 6 = 3469

40 0313

AMENDMENT 14
FOR
AGAINST

12507 86.73% + 29 = 12536
1912 13.26% + 4 = 1916

AS PER ORIGINAL

AMENDMENT 15
FOR
AGAINST

9667 66.98% + 19 = 9686
4765 33.01% + 13 = 4778

AMENDMENT 16
FOR
AGAINST

10729 75.98% + 26 = 10755
3390 24.01% + 5 = 3395

AMENDMENT 17
FOR
AGAINST

9308 64.67% + 23 = 9331
5085 35.32% + 8 = 5093

AMENDMENT 18
FOR
AGAINST

7367 54.97% + 20 = 7387
6033 45.02% + 10 = 6043

AMENDMENT 19
FOR
AGAINST

9856 71.19% + 17 = 9873
3987 28.80% + 13 = 4000

AMENDMENT 20
FOR
AGAINST

9616 74.14% + 14 = 9630
3354 25.85% + 14 = 3368

AMENDMENT 21
FOR
AGAINST

10724 74.26% + 25 = 10749
3717 25.73% + 7 = 3724

LIBRARY BOND
FOR
AGAINST

9952 68.48% + 19 = 9971
4579 31.51% + 13 = 4592

CITY OF HOUSTON MAYOR
KATHRYN J. "KATHY" WHITMIRE
SHELBY B. DRINGDERFF
FRED HOFHEINZ
ROSIE WALKER
GREG ROSENBERG
TED G. WALKER

2777 71.86% + 2 = 2779
8 .20%
943 24.40%
17 .43% + 1 = 18
7 .18%
98 2.53%

CITY OF HOUSTON COUNCIL MEMBER DIST. C
MARK HADWIGER
CHARLES R. MCGUIRE, JR.
VINCE RYAN

135 5.34% + 1 = 136
449 17.76%
1897 75.06% + 2 = 1899

CITY OF HOUSTON COUNCIL MEMBER DIST. D

CITY OF HOUSTON COUNCIL MEMBER DIST. D

ELIZABETH SPATES	161	19.58%
OVIDE DUNCANELL, JR.	22	2.67%
MARY WALKER	109	13.26%
RODNEY ELLIS	519	63.13%

40 0314

CITY OF HOUSTON COUNCIL MEMBER DIST. F

JOHN G. GOODNER	70	95.89%
-----------------	----	--------

AS PER ORIGINAL

CITY OF HOUSTON COUNCIL MEMBER DIST. G

CHRISTIN HARTUNG	0	. 0%
BRUCE REEVES	0	. 0%

CITY OF HOUSTON COUNCIL MEMBER POS. 1

BEVERLEY CLARK	3270	85.64% + 2 = 3272
JIM WESTMORELAND	535	14.01% + 1 = 536

CITY OF HOUSTON COUNCIL MEMBER POS. 2

ELEANOR TINSLEY	3097	86.02% + 3 = 3100
LON P. ARNETT	425	11.91%

CITY OF HOUSTON COUNCIL MEMBER POS. 3

JIM GREENWOOD	2829	96.32% + 2 = 2831
---------------	------	-------------------

CITY OF HOUSTON COUNCIL MEMBER POS. 4

SHEILA JACKSON LEE	2504	67.47% + 2 = 2506
JAMIE H. BRAY	49	1.32%
FREDDIE N. JACKSON	40	1.29%
LEONEL J. CASTILLO	953	25.68% + 1 = 954
TOM ZAKES	32	.85%
RONALD "RONNIE" LEPOW	106	2.85%

CITY OF HOUSTON COUNCIL MEMBER POS. 5

JUDSON ROBINSON, JR.	3255	97.10% + 3 = 3258
----------------------	------	-------------------

CITY OF HOUSTON CITY CONTROLLER

GEORGE GREANIAS	3027	97.20% + 3 = 3030
-----------------	------	-------------------

AMENDMENT 1

40 0315

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

F
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G
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N
S
T

AS PER ORIGINAL

VOTES
CAST

ALL PRECINCTS

001	235	81	146
002	60	41	9
003	141	77	59
004	260	130	112
005	114	43	67
006	136	51	83
007	69	40	26
008	93	40	53
009	493	195	282
010	317	128	176
011	463	218	221
012	259	96	154
013	200	91	102
014	97	32	62
015	85	42	39
016	376	143	226
017	747	492	194
018	80	38	36
019	150	46	99
020	451	195	239
021	50	26	24
022	489	201	279
023	593	386	125
024	55	15	39
025	204	72	127
026	44	20	22
027	268	116	147
028	329	147	171
029	453	189	249
030	346	160	172
031	548	357	129
032	276	127	144
033	449	219	212
034	30	16	14
035	480	322	128
036	4	2	1
037	265	111	146
038	56	32	19
039	37	19	12
040	203	82	115
041	230	92	130
042	260	104	150
043	85	46	37
044	15	6	9
045	173	70	97
046	273	149	114
047	332	163	157
048	176	112	54
049	220	90	123
050	167	110	49
051	475	310 +22	125 +11 = 332
052	389	248	97
053	97	48	45
054	24	10	13
055	50	34	12
056	240	151	67
057	32	15	17
058	132	85	39
059	51	33	13
060	43	29	12
061	42	15	26
062	128	49	69
063	234	97	130
064	312	167	133
065	181	79	89
066	209	116	85
067	119	61	56
068	50	24	25

TOTAL
ALL PRECINCTS

14744 7351 6633

ABSENTEES

622 265 342

RACE TOTALS

15366 7616+22 6975 +11

7638 6986

AMENDMENT 2

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

F
O
R

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I
N
S
T

40 0316

AS PER ORIGINAL

VOTES
CAST

ALL PRECINCTS

001	235	105	123
002	60	46	8
003	141	93	45
004	260	174	76
005	114	59	52
006	136	91	40
007	69	38	30
008	93	45	48
009	493	369	110
010	317	135	165
011	463	346	94
012	259	112	134
013	200	141	47
014	97	64	30
015	85	43	40
016	376	174	192
017	747	488	184
018	80	37	38
019	150	92	53
020	451	335	103
021	50	32	14
022	489	363	113
023	593	405	119
024	55	20	33
025	204	95	106
026	44	35	7
027	268	185	81
028	329	223	91
029	453	324	112
030	346	241	90
031	548	349	132
032	276	229	42
033	449	338	81
034	30	21	6
035	480	336	108
036	4	2	2
037	265	137	119
038	56	43	11
039	37	22	11
040	203	104	92
041	230	152	70
042	260	176	78
043	85	62	21
044	15	10	4
045	173	116	50
046	273	199	63
047	332	269	53
048	176	135	31
049	220	168	45
050	167	131	31
051	475	348 +23	86 +9 = 371
052	389	247	95
053	97	78	14
054	24	10	13
055	50	40	7
056	240	165	50
057	32	21	10
058	132	108	19
059	51	36	11
060	43	36	6
061	42	30	11
062	128	88	31
063	234	157	70
064	312	233	67
065	181	123	47
066	209	154	48
067	119	72	41
068	50	17	32

FOR AGAINST
+9 = 371 95

TOTAL
ALL PRECINCTS

14744 9872 +23 4086 +9

ABSENTEES

622 371 228

RACE TOTALS

===== 15366 10243 +23 4314 +9
=10266 =4323

AMENDMENT 3

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

FOR

AGAINST

40 0317

AS PER ORIGINAL

VOTES
CAST

ALL PRECINCTS

001	235	91	138
002	60	46	6
003	141	88	50
004	260	165	84
005	114	52	59
006	136	73	58
007	69	45	20
008	93	47	45
009	493	217	258
010	317	160	138
011	463	286	155
012	259	102	144
013	200	130	61
014	97	46	46
015	85	47	37
016	376	178	189
017	747	578	95
018	80	38	37
019	150	69	73
020	451	241	188
021	50	28	18
022	489	276	197
023	593	427	90
024	55	32	22
025	204	98	103
026	44	31	10
027	268	149	114
028	329	149	163
029	453	230	211
030	346	176	151
031	548	432	58
032	276	175	93
033	449	257	165
034	30	19	8
035	480	388	59
036	4	2	2
037	265	130	125
038	56	36	16
039	37	20	10
040	203	87	108
041	230	133	87
042	260	136	119
043	85	49	30
044	15	8	6
045	173	99	69
046	273	158	105
047	332	185	131
048	176	116	51
049	220	118	90
050	167	135	28
051	475	370+27	63+6 = 397
052	389	278	64
053	97	60	34
054	24	14	10
055	50	44	5
056	240	169	47
057	32	20	10
058	132	115	9
059	51	41	5
060	43	29	13
061	42	28	13
062	128	59	59
063	234	122	105
064	312	187	105
065	181	99	70
066	209	147	55
067	119	74	40
068	50	26	23

FOR
AGAINST
69

TOTAL
ALL PRECINCTS

14744 8860 5050

ABSENTEES

622 306 291

RACE TOTALS

15366 9166 5341

+27 + 6
9193 5347

AMENDMENT 4

40 0318

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

FOR

AGAINST

AS PER ORIGINAL

VOTES
CAST

ALL PRECINCTS

001	235	125	99
002	60	44	9
003	141	89	49
004	260	125	119
005	114	72	40
006	136	72	62
007	69	47	20
008	93	67	24
009	493	195	279
010	317	231	79
011	463	213	215
012	259	194	61
013	200	117	71
014	97	42	51
015	85	50	33
016	376	243	126
017	747	439	219
018	80	36	38
019	150	70	68
020	451	221	202
021	50	27	22
022	489	244	232
023	593	338	170
024	55	33	22
025	204	123	78
026	44	31	10
027	268	128	134
028	329	135	171
029	453	205	232
030	346	164	170
031	548	302	169
032	276	156	105
033	449	211	204
034	30	18	11
035	480	315	122
036	4	1	2
037	265	168	92
038	56	33	18
039	37	23	5
040	203	112	87
041	230	102	115
042	260	137	115
043	85	45	36
044	15	8	6
045	173	82	83
046	273	126	130
047	332	167	149
048	176	97	65
049	220	101	111
050	167	102	58
051	475	271 +14	146 +17 = 285
052	389	222	113
053	97	60	35
054	24	12	11
055	50	35	12
056	240	146	65
057	32	19	12
058	132	83	39
059	51	28	15
060	43	22	18
061	42	19	22
062	128	63	54
063	234	120	105
064	312	154	137
065	181	83	82
066	209	115	79
067	119	64	52
068	50	30	18

FOR AGAINST

= 285 163

TOTAL
ALL PRECINCTS

14744 7972 5803

ABSENTEES

622 311 286

RACE TOTALS

15366 8283 6089

+14 +17
8297 6106

AMENDMENT 5

40 0319

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

VOTES
CAST

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ALL PRECINCTS

001	235	124	99
002	60	45	55
003	141	82	55
004	260	165	80
005	114	74	36
006	136	99	34
007	69	38	26
008	93	53	39
009	493	331	142
010	317	164	133
011	463	324	111
012	259	137	109
013	200	139	48
014	97	57	34
015	85	45	38
016	376	204	163
017	747	470	177
018	80	32	40
019	150	93	47
020	451	308	122
021	50	27	20
022	489	332	141
023	593	388	118
024	55	35	19
025	204	108	91
026	44	32	10
027	268	174	88
028	329	211	98
029	453	310	125
030	346	242	90
031	548	382	93
032	276	192	71
033	449	315	97
034	30	22	5
035	480	321	108
036	4	3	1
037	265	149	104
038	56	39	9
039	37	17	12
040	203	109	82
041	230	142	75
042	260	170	84
043	85	53	25
044	15	10	3
045	173	123	43
046	273	197	67
047	332	236	76
048	176	118	42
049	220	139	73
050	167	121	40
051	475	309	105
052	389	246	88
053	97	66	29
054	24	13	11
055	50	34	13
056	240	157	55
057	32	25	6
058	132	96	27
059	51	37	9
060	43	37	5
061	42	27	12
062	128	86	30
063	234	161	61
064	312	217	74
065	181	125	46
066	209	149	50
067	119	88	26
068	50	26	23

TOTAL
ALL PRECINCTS

14744 9600 4118

ABSENTEES

622 372 219

RACE TOTALS

15366 9972 4337

+24 + 8

9996 4345

FOR AGAINST
= 333 113

AMENDMENT 6

40 0320

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

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VOTES
CAST

ALL PRECINCTS

001	235	145	75
002	60	39	11
003	141	92	44
004	260	167	68
005	114	82	26
006	136	105	26
007	69	43	21
008	93	47	43
009	493	375	90
010	317	184	107
011	463	331	87
012	259	144	100
013	200	132	54
014	97	64	25
015	85	51	31
016	376	221	140
017	747	421	231
018	80	44	24
019	150	107	32
020	451	326	86
021	50	29	17
022	489	347	113
023	593	307	183
024	55	36	16
025	204	117	80
026	44	24	14
027	268	191	67
028	329	220	78
029	453	348	82
030	346	261	60
031	548	277	188
032	276	194	62
033	449	332	77
034	30	21	6
035	480	292	132
036	4	2	1
037	265	163	83
038	56	31	17
039	37	13	14
040	203	122	68
041	230	165	55
042	260	186	60
043	85	62	16
044	15	11	1
045	173	119	41
046	273	187	68
047	332	245	55
048	176	115	46
049	220	163	48
050	167	99	56
051	475	280 +23	120 +7
052	389	217	105
053	97	68	25
054	24	15	9
055	50	34	13
056	240	152	56
057	32	23	5
058	132	81	39
059	51	28	18
060	43	33	9
061	42	30	10
062	128	94	19
063	234	166	56
064	312	222	62
065	181	121	41
066	209	138	58
067	119	80	32
068	50	27	20

FOR AGAINST
= 303 127

TOTAL
ALL PRECINCTS

14744 9608 3822

ABSENTEES

622 381 199

RACE TOTALS

=====

15366 9989 4021

+23 + 7

10012 4028

AMENDMENT 7

40 0321

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

	VOTES CAST	F O R	A G A I N S T
ALL PRECINCTS			
001	235	143	83
002	60	44	5
003	141	106	28
004	260	203	47
005	114	70	40
006	136	100	35
007	69	51	14
008	93	67	25
009	493	312	168
010	317	215	87
011	463	344	98
012	259	161	91
013	200	155	36
014	97	56	32
015	85	59	24
016	376	238	132
017	747	603	67
018	80	48	23
019	150	102	41
020	451	318	118
021	50	41	6
022	489	339	134
023	593	447	70
024	55	39	15
025	204	136	64
026	44	37	5
027	268	182	82
028	329	207	105
029	453	315	126
030	346	243	90
031	548	431	49
032	276	200	67
033	449	341	88
034	30	24	3
035	480	396	49
036	4	3	1
037	265	167	89
038	56	35	15
039	37	26	3
040	203	128	67
041	230	154	63
042	260	185	67
043	85	66	17
044	15	9	5
045	173	126	43
046	273	212	50
047	332	247	74
048	176	141	28
049	220	159	52
050	167	142	17
051	475	374 +26	51 +6
052	389	297	50
053	97	75	20
054	24	16	8
055	50	42	6
056	240	183	32
057	32	22	10
058	132	112	14
059	51	47	0
060	43	31	10
061	42	34	8
062	128	88	31
063	234	159	69
064	312	232	67
065	181	137	38
066	209	159	39
067	119	87	30
068	50	36	11
TOTAL ALL PRECINCTS	14744	10704	3232
ABSENTEES	622	440	167
RACE TOTALS	15366	11144	3399
		+26	+ 6
		11170	3405

AMENDMENT 8

40

0322

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989F
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TVOTES
CAST

ALL PRECINCTS

001	235	149	70
002	60	41	10
003	141	96	38
004	260	188	58
005	114	90	20
006	136	96	35
007	69	42	22
008	93	50	41
009	493	392	80
010	317	179	116
011	463	348	89
012	259	148	101
013	200	148	42
014	97	69	23
015	85	50	31
016	376	229	136
017	747	552	113
018	80	45	27
019	150	106	29
020	451	357	73
021	50	35	12
022	489	390	84
023	593	413	91
024	55	37	18
025	204	116	82
026	44	35	6
027	268	204	58
028	329	237	72
029	453	353	85
030	346	269	60
031	548	380	93
032	276	231	34
033	449	349	77
034	30	22	7
035	480	362	69
036	4	1	2
037	265	169	83
038	56	35	16
039	37	22	6
040	203	126	67
041	230	175	44
042	260	210	41
043	85	63	18
044	15	11	4
045	173	126	42
046	273	223	37
047	332	269	49
048	176	150	13
049	220	170	44
050	167	140	18
051	475	357 +26	61 +6 = 383
052	389	273	67
053	97	79	14
054	24	17	7
055	50	41	6
056	240	181	33
057	32	24	8
058	132	100	19
059	51	38	5
060	43	37	4
061	42	36	6
062	128	91	25
063	234	172	52
064	312	240	51
065	181	140	33
066	209	173	28
067	119	89	25
068	50	26	23

FOR AGAINST
61 +6 = 383 67TOTAL
ALL PRECINCTS

14744

10812

2953

ABSENTEES

622

419

165

RACE TOTALS

15366

11231

3118

+26

+ 6

11257

3124

AMENDMENT 9

40

0323

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989F
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TVOTES
CAST

ALL PRECINCTS

001	235	149	66
002	60	35	13
003	141	93	36
004	260	188	55
005	114	85	24
006	136	105	24
007	69	42	23
008	93	54	35
009	493	394	73
010	317	188	107
011	463	374	56
012	259	144	100
013	200	153	35
014	97	69	22
015	85	52	28
016	376	224	135
017	747	487	150
018	80	47	24
019	150	110	28
020	451	342	86
021	50	34	12
022	489	384	85
023	593	385	116
024	55	40	13
025	204	133	65
026	44	33	6
027	268	209	49
028	329	234	67
029	453	352	77
030	346	281	51
031	548	374	94
032	276	202	55
033	449	354	58
034	30	22	6
035	480	319	101
036	4	3	1
037	265	172	78
038	56	40	11
039	37	16	11
040	203	123	67
041	230	161	57
042	260	189	60
043	85	65	11
044	15	10	4
045	173	132	34
046	273	215	46
047	332	277	37
048	176	134	25
049	220	175	32
050	167	123	37
051	475	324+26	81+5 = 350
052	389	251	79
053	97	84	8
054	24	17	7
055	50	37	9
056	240	166	42
057	32	27	5
058	132	89	28
059	51	34	9
060	43	33	9
061	42	34	8
062	128	94	16
063	234	178	45
064	312	247	42
065	181	130	32
066	209	161	36
067	119	91	25
068	50	30	16

FOR
AGAINSTTOTAL
ALL PRECINCTS

14744 10553 2983

ABSENTEES

622 430 153

RACE TOTALS

=====	=====	=====
15366	10983	3136
	+26	+5
	11009	3141

AMENDMENT 10

40 0324

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

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VOTES
CAST

ALL PRECINCTS

001	235	189	37
002	60	42	10
003	141	111	27
004	260	211	42
005	114	94	16
006	136	108	23
007	69	54	12
008	93	67	24
009	493	401	78
010	317	229	72
011	463	398	44
012	259	180	66
013	200	159	34
014	97	77	15
015	85	57	25
016	376	286	79
017	747	556	110
018	80	58	14
019	150	122	19
020	451	375	57
021	50	40	7
022	489	431	50
023	593	425	88
024	55	45	9
025	204	156	42
026	44	41	1
027	268	223	40
028	329	254	54
029	453	383	57
030	346	290	42
031	548	377	94
032	276	233	36
033	449	383	45
034	30	22	6
035	480	370	69
036	4	2	1
037	265	201	52
038	56	43	8
039	37	26	3
040	203	166	27
041	230	191	31
042	260	219	35
043	85	72	10
044	15	14	0
045	173	145	21
046	273	234	29
047	332	296	27
048	176	142	26
049	220	187	28
050	167	135	25
051	475	355 +23	63 +9 = 378
052	389	264	70
053	97	81	13
054	24	17	7
055	50	40	7
056	240	176	37
057	32	24	7
058	132	108	17
059	51	37	8
060	43	36	6
061	42	39	2
062	128	108	10
063	234	200	27
064	312	266	28
065	181	160	16
066	209	174	25
067	119	100	16
068	50	30	17

FOR AGAINST
+9 = 378 72

TOTAL
ALL PRECINCTS

14744 11735 2143

ABSENTEES

622 488 109

RACE TOTALS

15366 12223 2252
+23 + 9
12246 2261

AMENDMENT 11

40

0325

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

FOR

AGAINST

VOTES
CAST

ALL PRECINCTS

001	235	103	119
002	60	32	15
003	141	76	57
004	260	137	98
005	114	58	51
006	136	82	48
007	69	33	32
008	93	34	57
009	493	322	154
010	317	117	175
011	463	269	156
012	259	89	156
013	200	101	85
014	97	41	51
015	85	40	43
016	376	157	203
017	747	409	231
018	80	17	53
019	150	84	54
020	451	248	169
021	50	19	26
022	489	275	194
023	593	304	182
024	55	24	30
025	204	82	116
026	44	29	12
027	268	150	108
028	329	195	113
029	453	264	165
030	346	232	99
031	548	303	155
032	276	153	107
033	449	267	150
034	30	19	10
035	480	271	138
036	4	2	1
037	265	113	137
038	56	25	23
039	37	12	15
040	203	87	104
041	230	114	102
042	260	148	99
043	85	54	25
044	15	9	5
045	173	100	64
046	273	160	95
047	332	204	112
048	176	111	51
049	220	130	74
050	167	104	49
051	475	287 +17	123 +14
052	389	217	123
053	97	57	32
054	24	12	12
055	50	31	14
056	240	135	74
057	32	15	17
058	132	83	38
059	51	29	15
060	43	34	7
061	42	27	14
062	128	71	40
063	234	127	97
064	312	190	96
065	181	98	63
066	209	123	69
067	119	57	56
068	50	13	33

TOTAL
ALL PRECINCTS

14744

8015

5491

ABSENTEES

622

308

280

RACE TOTALS

15366

8323

5771

+17

8340

+14

5785

FOR AGAINST
304 137

AMENDMENT 12

40 0326

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

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VOTES
CAST

ALL PRECINCTS

001	235	116	110
002	60	46	10
003	141	85	46
004	260	167	79
005	114	69	42
006	136	84	49
007	69	38	26
008	93	50	43
009	493	311	157
010	317	171	129
011	463	322	112
012	259	116	131
013	200	138	51
014	97	52	36
015	85	45	36
016	376	187	175
017	747	519	153
018	80	42	32
019	150	98	44
020	451	283	139
021	50	31	15
022	489	292	176
023	593	419	112
024	55	37	18
025	204	104	93
026	44	35	8
027	268	174	86
028	329	192	105
029	453	290	140
030	346	229	102
031	548	376	101
032	276	188	78
033	449	289	131
034	30	18	9
035	480	361	72
036	4	2	2
037	265	130	119
038	56	34	17
039	37	19	10
040	203	101	92
041	230	145	77
042	260	163	82
043	85	46	23
044	15	7	5
045	173	107	58
046	273	183	77
047	332	240	81
048	176	135	31
049	220	152	52
050	167	132	26
051	475	338 +27	90 +5 = 365
052	389	272	71
053	97	70	22
054	24	13	11
055	50	40	6
056	240	166	50
057	32	18	13
058	132	81	24
059	51	36	4
060	43	34	9
061	42	25	16
062	128	87	32
063	234	157	71
064	312	200	92
065	181	130	35
066	209	144	53
067	119	66	48
068	50	27	19

TOTAL
ALL PRECINCTS

14744 9474 4264

ABSENTEES

622 323 267

RACE TOTALS

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15366 9797 4531

+27 +5

9824 4536

AMENDMENT 13

40 0327

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989F
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TVOTES
CAST

ALL PRECINCTS

001	235	156	70
002	60	34	16
003	141	97	39
004	260	184	61
005	114	88	24
006	136	99	32
007	69	47	17
008	93	62	28
009	493	364	111
010	317	196	112
011	463	359	70
012	259	171	78
013	200	153	37
014	97	64	29
015	85	61	23
016	376	257	108
017	747	475	200
018	80	42	29
019	150	104	40
020	451	351	79
021	50	32	14
022	489	383	89
023	593	382	145
024	55	40	14
025	204	140	51
026	44	38	4
027	268	198	64
028	329	217	84
029	453	355	68
030	346	269	63
031	548	312	153
032	276	209	54
033	449	326	96
034	30	23	6
035	480	315	108
036	4	2	2
037	265	174	78
038	56	35	13
039	37	24	6
040	203	148	42
041	230	169	49
042	260	185	61
043	85	55	17
044	15	10	4
045	173	132	31
046	273	210	52
047	332	258	60
048	176	132	33
049	220	166	46
050	167	119	33
051	475	317 +26	104 +6
052	389	231	102
053	97	74	17
054	24	15	9
055	50	34	10
056	240	166	49
057	32	26	3
058	132	80	25
059	51	26	12
060	43	31	12
061	42	39	3
062	128	97	27
063	234	187	40
064	312	248	48
065	181	126	43
066	209	162	39
067	119	98	18
068	50	29	17

TOTAL
ALL PRECINCTS

14744

10408

3321

ABSENTEES

622

460

142

RACE TOTALS

15366

10868

3463

+26

+ 6

10894

3469

FOR AGAINST
= 343 110

AMENDMENT 14

40 0328

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989F
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TVOTES
CAST

ALL PRECINCTS

001	235	176	50
002	60	52	6
003	141	115	20
004	260	219	27
005	114	100	12
006	136	120	13
007	69	59	7
008	93	77	16
009	493	419	49
010	317	227	80
011	463	397	41
012	259	175	75
013	200	165	25
014	97	79	12
015	85	65	16
016	376	278	90
017	747	587	85
018	80	63	11
019	150	129	10
020	451	380	52
021	50	39	7
022	489	403	64
023	593	466	68
024	55	45	9
025	204	144	54
026	44	39	3
027	268	229	37
028	329	284	32
029	453	393	41
030	346	300	36
031	548	440	37
032	276	243	25
033	449	381	33
034	30	24	5
035	480	377	49
036	4	3	1
037	265	216	38
038	56	45	5
039	37	23	6
040	203	151	41
041	230	194	31
042	260	206	40
043	85	63	6
044	15	13	1
045	173	148	16
046	273	233	27
047	332	302	18
048	176	147	18
049	220	190	23
050	167	140	18
051	475	375 +29	42 +4
052	389	294	46
053	97	82	8
054	24	16	8
055	50	42	4
056	240	189	29
057	32	26	6
058	132	97	8
059	51	28	8
060	43	36	7
061	42	35	6
062	128	110	14
063	234	192	34
064	312	269	27
065	181	154	14
066	209	186	14
067	119	98	14
068	50	33	15

TOTAL
ALL PRECINCTS

14744

12025

1790

ABSENTEES

622

482

122

RACE TOTALS

15366

12507

1912

+29

+ 4

12536

1916

FOR AGAINST
= 404 46

AMENDMENT 15

40 0329

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989F
O
RA
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TVOTES
CAST

ALL PRECINCTS

001	235	147	80
002	60	42	8
003	141	86	51
004	260	155	97
005	114	73	38
006	136	101	32
007	69	45	21
008	93	64	28
009	493	327	147
010	317	194	112
011	463	314	124
012	259	160	92
013	200	125	66
014	97	63	25
015	85	47	36
016	376	231	133
017	747	426	247
018	80	54	22
019	150	109	36
020	451	287	145
021	50	28	18
022	489	319	148
023	593	338	188
024	55	39	15
025	204	113	87
026	44	28	14
027	268	177	88
028	329	211	97
029	453	291	138
030	346	233	104
031	548	318	160
032	276	177	85
033	449	284	144
034	30	18	9
035	480	300	124
036	4	3	0
037	265	175	81
038	56	30	20
039	37	22	8
040	203	127	68
041	230	144	79
042	260	176	74
043	85	52	19
044	15	10	4
045	173	109	56
046	273	179	85
047	332	226	96
048	176	114	51
049	220	149	61
050	167	108	48
051	475	276 +19	144 +13 = 295
052	389	212	130
053	97	65	26
054	24	15	9
055	50	38	8
056	240	164	59
057	32	18	14
058	132	79	28
059	51	26	12
060	43	35	8
061	42	28	12
062	128	80	36
063	234	143	85
064	312	205	89
065	181	104	65
066	209	141	63
067	119	70	45
068	50	31	15

TOTAL
ALL PRECINCTS

14744

9278

4557

ABSENTEES

622

389

208

RACE TOTALS

15366

9667

4765

+19
9686+13
4778

AMENDMENT 16

40

0330

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

F
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S
TVOTES
CAST

ALL PRECINCTS

001	235	134	87
002	60	44	8
003	141	96	36
004	260	176	64
005	114	86	25
006	136	97	34
007	69	45	19
008	93	57	35
009	493	361	104
010	317	202	97
011	463	342	79
012	259	145	104
013	200	142	41
014	97	66	22
015	85	60	22
016	376	239	121
017	747	511	147
018	80	43	29
019	150	114	24
020	451	320	102
021	50	30	14
022	489	350	113
023	593	413	106
024	55	34	20
025	204	118	80
026	44	34	9
027	268	205	56
028	329	240	66
029	453	332	97
030	346	263	63
031	548	395	73
032	276	212	46
033	449	327	76
034	30	21	7
035	480	336	76
036	4	3	1
037	265	179	70
038	56	38	13
039	37	22	7
040	203	123	71
041	230	158	63
042	260	188	54
043	85	54	16
044	15	9	4
045	173	125	36
046	273	208	49
047	332	249	62
048	176	131	33
049	220	157	45
050	167	110	42
051	475	333 +26	82 +5
052	389	276	63
053	97	71	18
054	24	17	7
055	50	39	6
056	240	185	34
057	32	25	6
058	132	83	18
059	51	25	13
060	43	37	6
061	42	31	10
062	128	84	29
063	234	174	54
064	312	224	60
065	181	125	33
066	209	151	48
067	119	91	23
068	50	32	17

FOR AGAINST
= 359 87

TOTAL
ALL PRECINCTS

14744 10347 3195

ABSENTEES

622 382 195

RACE TOTALS

15366 10729 3390

+26 + 5
10755 3395

AMENDMENT 17

40

0331

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

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TVOTES
CAST

ALL PRECINCTS

001	235	116	107
002	60	51	4
003	141	108	31
004	260	169	81
005	114	61	50
006	136	84	47
007	69	42	22
008	93	61	32
009	493	236	234
010	317	205	99
011	463	283	153
012	259	136	113
013	200	119	73
014	97	48	41
015	85	59	24
016	376	206	157
017	747	471	204
018	80	53	22
019	150	89	51
020	451	238	191
021	50	31	14
022	489	292	180
023	593	396	135
024	55	37	17
025	204	108	90
026	44	29	13
027	268	167	94
028	329	158	159
029	453	243	192
030	346	188	142
031	548	352	121
032	276	198	70
033	449	268	154
034	30	17	12
035	480	318	110
036	4	2	1
037	265	150	104
038	56	31	19
039	37	22	10
040	203	94	99
041	230	138	88
042	260	151	92
043	85	43	29
044	15	10	3
045	173	112	54
046	273	181	75
047	332	205	113
048	176	124	40
049	220	112	94
050	167	126	28
051	475	313 +23	109 +8 = 336
052	389	253	88
053	97	66	26
054	24	15	9
055	50	39	8
056	240	165	54
057	32	22	10
058	132	78	23
059	51	33	6
060	43	19	23
061	42	27	15
062	128	77	40
063	234	161	67
064	312	198	96
065	181	112	56
066	209	158	45
067	119	77	39
068	50	27	20

TOTAL
ALL PRECINCTS

14744

8978

4822

ABSENTEES

622

330

263

RACE TOTALS

15366

9308

5085

+23

+ 8

9331

5093

AMENDMENT 18

40 0332

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

FOR
AGAINST

VOTES
CAST

ALL PRECINCTS

001	235	95	119
002	60	24	20
003	141	66	60
004	260	132	98
005	114	49	57
006	136	77	49
007	69	34	28
008	93	38	54
009	493	272	174
010	317	119	170
011	463	222	165
012	259	97	139
013	200	98	85
014	97	45	42
015	85	36	46
016	376	155	199
017	747	327	279
018	80	27	46
019	150	84	51
020	451	234	163
021	50	25	20
022	489	225	210
023	593	298	200
024	55	25	29
025	204	81	116
026	44	22	15
027	268	146	101
028	329	154	138
029	453	253	159
030	346	177	135
031	548	256	165
032	276	154	99
033	449	222	161
034	30	15	10
035	480	235	148
036	4	0	3
037	265	115	124
038	56	30	19
039	37	12	13
040	203	66	119
041	230	120	90
042	260	136	96
043	85	41	24
044	15	9	3
045	173	97	60
046	273	138	99
047	332	174	120
048	176	80	71
049	220	114	82
050	167	87	61
051	475	211 +20	161 +10 = 231
052	389	188	136
053	97	50	33
054	24	11	13
055	50	30	15
056	240	120	85
057	32	17	14
058	132	63	37
059	51	21	12
060	43	33	10
061	42	24	16
062	128	65	40
063	234	104	107
064	312	142	122
065	181	83	65
066	209	117	71
067	119	50	56
068	50	16	29

TOTAL
ALL PRECINCTS

14744 7083 5756

ABSENTEES

622 284 277

RACE TOTALS

=====

15366 7367 6033

+20 +10

7387 6043

AMENDMENT 19

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0333

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

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TVOTES
CAST

ALL PRECINCTS

001	235	123	96
002	60	39	7
003	141	84	44
004	260	167	67
005	114	75	34
006	136	85	45
007	69	41	22
008	93	56	35
009	493	308	149
010	317	172	122
011	463	333	79
012	259	130	107
013	200	142	43
014	97	52	34
015	85	51	31
016	376	216	147
017	747	464	170
018	80	39	32
019	150	93	44
020	451	289	121
021	50	35	11
022	489	314	135
023	593	378	135
024	55	33	21
025	204	124	73
026	44	28	10
027	268	184	67
028	329	194	105
029	453	300	113
030	346	244	79
031	548	341	110
032	276	195	62
033	449	308	92
034	30	19	8
035	480	320	89
036	4	1	2
037	265	160	88
038	56	34	15
039	37	19	9
040	203	116	75
041	230	154	64
042	260	170	72
043	85	52	17
044	15	9	3
045	173	121	40
046	273	185	62
047	332	245	59
048	176	115	40
049	220	152	51
050	167	121	29
051	475	302+17	90+13
052	389	252	80
053	97	70	21
054	24	18	5
055	50	39	5
056	240	147	63
057	32	19	12
058	132	89	14
059	51	29	5
060	43	29	14
061	42	27	11
062	128	91	22
063	234	157	67
064	312	219	65
065	181	117	43
066	209	152	46
067	119	74	34
068	50	28	17

FOR AGAINST
= 319 103

TOTAL
ALL PRECINCTS

14744 9489 3779

ABSENTEES

622 367 208

RACE TOTALS

15366 9856 3987

+17 +13

9873 4000

AMENDMENT 20

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0334

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

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TVOTES
CAST

ALL PRECINCTS

001	235	145	62
002	60	22	18
003	141	82	43
004	260	149	61
005	114	86	19
006	136	96	26
007	69	45	14
008	93	59	27
009	493	367	61
010	317	200	88
011	463	305	71
012	259	163	76
013	200	128	44
014	97	65	17
015	85	53	27
016	376	261	87
017	747	374	240
018	80	41	27
019	150	105	29
020	451	299	75
021	50	30	13
022	489	339	81
023	593	295	190
024	55	40	11
025	204	134	53
026	44	29	11
027	268	193	44
028	329	229	46
029	453	321	66
030	346	264	43
031	548	251	179
032	276	182	40
033	449	299	60
034	30	18	7
035	480	229	147
036	4	3	1
037	265	177	53
038	56	30	18
039	37	16	10
040	203	136	48
041	230	154	47
042	260	166	55
043	85	52	11
044	15	11	1
045	173	118	29
046	273	173	47
047	332	258	30
048	176	110	38
049	220	151	36
050	167	92	50
051	475	226 +14	141 +14 = 240
052	389	191	122
053	97	69	12
054	24	17	6
055	50	27	17
056	240	135	69
057	32	25	6
058	132	64	34
059	51	20	13
060	43	30	10
061	42	29	4
062	128	89	10
063	234	166	34
064	312	209	46
065	181	111	28
066	209	144	42
067	119	77	28
068	50	25	24

TOTAL			
ALL PRECINCTS	14744	9199	3223
ABSENTEES	622	417	131
=====			
RACE TOTALS	15366	9616	3354
		+ 14	+ 14
		9630	3368

AMENDMENT 21

40 0335

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

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VOTES
CAST

ALL PRECINCTS

001	235	121	100
002	60	50	5
003	141	100	35
004	260	186	63
005	114	64	47
006	136	95	36
007	69	43	23
008	93	58	35
009	493	316	162
010	317	178	126
011	463	367	80
012	259	113	137
013	200	151	43
014	97	62	28
015	85	50	35
016	376	218	148
017	747	574	102
018	80	41	30
019	150	109	34
020	451	333	100
021	50	35	11
022	489	332	139
023	593	454	79
024	55	34	20
025	204	112	88
026	44	35	6
027	268	185	79
028	329	215	102
029	453	312	124
030	346	254	79
031	548	409	70
032	276	224	40
033	449	323	102
034	30	22	7
035	480	382	45
036	4	0	3
037	265	146	107
038	56	34	17
039	37	22	9
040	203	112	83
041	230	155	68
042	260	178	68
043	85	47	23
044	15	12	2
045	173	125	42
046	273	214	46
047	332	269	54
048	176	133	34
049	220	162	48
050	167	141	13
051	475	375 +25	51 +7 = 400
052	389	272	67
053	97	73	20
054	24	14	10
055	50	37	7
056	240	176	43
057	32	22	10
058	132	98	4
059	51	34	4
060	43	36	7
061	42	30	11
062	128	84	33
063	234	164	63
064	312	252	44
065	181	135	34
066	209	156	39
067	119	85	31
068	50	28	21

FOR AGAINST
= 400 58

TOTAL
ALL PRECINCTS

14744 10378 3476

ABSENTEES

622 346 241

RACE TOTALS

15366 10724 3717

+25 +7
10749 3724

LIBRARY BOND

40 0336

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989F
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TVOTES
CAST

ALL PRECINCTS

001	235	104	126
002	60	48	4
003	141	73	57
004	260	176	72
005	114	53	55
006	136	91	40
007	69	33	33
008	93	40	49
009	493	359	121
010	317	109	196
011	463	396	65
012	259	84	165
013	200	151	45
014	97	55	35
015	85	35	49
016	376	158	206
017	747	396	279
018	80	33	41
019	150	121	24
020	451	363	84
021	50	27	18
022	489	342	136
023	593	378	143
024	55	19	34
025	204	78	121
026	44	32	11
027	268	137	124
028	329	236	81
029	453	341	103
030	346	280	61
031	548	298	163
032	276	224	42
033	449	384	59
034	30	24	5
035	480	305	109
036	4	1	2
037	265	133	124
038	56	32	19
039	37	18	12
040	203	99	96
041	230	157	65
042	260	191	60
043	85	41	29
044	15	11	3
045	173	115	51
046	273	249	20
047	332	295	33
048	176	151	20
049	220	173	41
050	167	129	29
051	475	285 +19	129 +13 = 304
052	389	204	138
053	97	78	15
054	24	12	12
055	50	31	15
056	240	154	62
057	32	17	15
058	132	84	20
059	51	30	8
060	43	35	7
061	42	28	14
062	128	95	33
063	234	165	65
064	312	276	34
065	181	155	22
066	209	140	59
067	119	74	42
068	50	11	38

TOTAL	14744	9652	4288
ALL PRECINCTS			
ABSENTEES	622	300	291
	=====	=====	=====
RACE TOTALS	15366	9952	4579
		+19	+13
		9971	4592

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IN
WRITE
WALKER
TED G.
ROSENBERG
GREG
WALKER
ROSIE
HOFHEINZ
FRED
ORINGDERFF
SHELBY B.
"KATHY" WHITMIRE
KATHRYN J.

017	751	544	1	172	3	0	23	3
023	620	432	2	164	2	1	13	0
031	549	417	0	105	4	1	16	1
035	480	356	2	101	1	2	14	1
043	84	48	2	27	0	1	3	1
051	541	426 +2=428	0	99	0 +1=1	1	10	1
052	415	294	0	102	1	0	8	6
056	239	119	1	103	3	1	7	1
058	132	83	0	43	1	0	2	0
059	55	39	0	14	2	0	0	0

TOTAL	3866	2758	8	930	17	7	96	14
ALL PRECINCTS								
ABSENTEES	34	19	0	13	0	0	2	0
=====								
RACE TOTALS	3900	2777	8	943	17	7	98	14
		+2			+1			
		2779			18			

CITY OF HOUSTON COUNCIL MEMBER DIST. C

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0338

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

H A R K
H A D W I G E R
C H A R L E S
H C G U I R E
V I N C E
R Y A N
W R I T E
I N
R J R

VOTES
CAST

ALL PRECINCTS

017	751	36	111	489	8
031	549	39	93	310	7
035	480	19	75	320	6
051	541	13 +1=14	73	377+2=379	8
052	415	19	62	256	14
058	132	3	25	90	1
059	55	3	7	34	2

TOTAL ALL PRECINCTS	2923	132	446	1876	46
ABSENTEES	29	3	3	21	0
=====					
RACE TOTALS	2952	135	449	1897	46
		+1		+2	
		136		1899	

CITY OF HOUSTON COUNCIL MEMBER DIST. D

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0339

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

E L I Z A B E T H	S P A T E S	O V I D E	D U N C A N T E L L J R.	M A R Y	W A L K E R	R O D N E Y	E L L I S	W R I T E	I N
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VOTES
CAST

ALL PRECINCTS

023	620	118	12	63	394	10
056	239	42	10	45	124	0

TOTAL ALL PRECINCTS	859	160	22	108	518	10
ABSENTEES	4	1	0	1	1	1
=====						
RACE TOTALS	863	161	22	109	519	11

CITY OF HOUSTON COUNCIL MEMBER DIST. F

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

J O H N
G O O D
W R I T E
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G O O D
N E R

VOTES
CAST

ALL PRECINCTS

043	84	69	3

TOTAL ALL PRECINCTS	84	69	3
ABSENTEES	1	1	0
=====			
RACE TOTALS	85	70	3

CITY OF HOUSTON COUNCIL MEMBER DIST. G

FORT BEND COUNTY, TEXAS
ANENDMENT ELECTION
NOVEMBER 7, 1989

VOTES
CAST

CHRISTIN
HARTUNG
WIN

NO VOTES CAST

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

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VOTES
CAST

ALL PRECINCTS

017	751	677	62	1
023	620	473	125	6
031	549	506	26	0
035	480	413	55	0
043	84	41	40	0
051	541	508 +2=510	28 +1=29	0
052	415	363	39	6
056	239	109	123	0
058	132	114	18	0
059	55	44	9	0

TOTAL ALL PRECINCTS	3866	3248	525	13
ABSENTEES	34	22	10	0
=====				
RACE TOTALS	3900	3270	535	13
		+2	+1	
		3272	536	

CITY OF HOUSTON COUNCIL MEMBER POS. 2

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

	VOTES CAST	E L E A N O R	T I N S L E Y	L O N P .	A R N E T T	W R I T E	I N
ALL PRECINCTS							
017	751	612	78				2
023	620	477	74				21
031	549	439	55				5
035	480	396	45				2
043	84	58	17				0
051	541	447+3=450	38				2
052	415	323	46				10
056	239	179	38				1
058	132	104	19				1
059	55	36	10				1

TOTAL ALL PRECINCTS	3866	3071	420				45
ABSENTEES	34	26	5				0
=====							
RACE TOTALS	3900	3097	425				45
		+ 3.					
		3100					

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

J I M
G R E E N W O O D
W R I T E
I N

VOTES
CAST

ALL PRECINCTS

017	751	557	16
023	620	443	33
031	549	391	11
035	480	349	6
043	84	67	2
051	541	378+2=380	7
052	415	303	22
056	239	179	6
058	132	102	2
059	55	35	2

TOTAL ALL PRECINCTS	3866	2804	107
ABSENTEES	34	25	1
=====			
RACE TOTALS	3900	2829	108
		+2	
		2831	

CITY OF HOUSTON COUNCIL MEMBER POS. 4

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

S H E I L A J A C K S O N	L E E	J A M I E H	B R A V Y	F R E D D I E N	J A C K S O N	L E O N E L J	C A S T I L L O	T O M	Z A K E S	R O N A L D "R O N N I E"	L E P O W	W R I T E	I N
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VOTES
CAST

ALL PRECINCTS

017	751	537	10	8	156	6	9	1
023	620	299	9	6	228	9	29	10
031	549	423	4	10	72	3	11	0
035	480	322	3	9	104	3	9	3
043	84	16	4	0	38	0	10	0
051	541	415 +2=417	1	6	100 +1=101	1	2	0
052	415	291	6	3	82	0	6	4
056	239	51	12	5	119	7	28	1
058	132	91	0	1	31	1	2	0
059	55	34	0	0	16	1	0	0

TOTAL ALL PRECINCTS	3866	2479	49	48	946	31	106	19
ABSENTEES	34	25	0	0	7	1	0	0
=====								
RACE TOTALS	3900	2504	49	48	953	32	106	19
		+2			+1			
		2506			954			

CITY OF HOUSTON COUNCIL MEMBER POS. 5

FORT BEND COUNTY, TEXAS
AMENDMENT ELECTION
NOVEMBER 7, 1989

JUDSON, JR.
ROBINSON
WRITTE

VOTES
CAST

ALL PRECINCTS

017	751	660	12
023	620	495	27
031	549	466	10
035	480	408	7
043	84	57	4
051	541	470 +3=473	4
052	415	341	21
056	239	171	7
058	132	114	3
059	55	47	2

TOTAL			
ALL PRECINCTS	3866	3229	97
ABSENTEES	34	26	0
=====			
RACE TOTALS	3900	3255	97
		+3	
		3258	

CITY OF HOUSTON CITY CONTROLLER

FORT BEND COUNTY, TEXAS
 AMENDMENT ELECTION
 NOVEMBER 7, 1989

G E O R G E
 G R E A N I A S
 W R I T E
 I N

VOTES
 CAST

ALL PRECINCTS

017	751	595	15
023	620	478	23
031	549	431	7
035	480	372	10
043	84	65	0
051	541	410 +3=413	4
052	415	322	19
056	239	177	3
058	132	112	2
059	55	37	4

TOTAL			
ALL PRECINCTS	3866	2999	87
ABSENTEES	34	28	0
=====			
RACE TOTALS	3900	3027	87
		+3	
		3030	

ORDER CANVASSING RETURNS AND
DECLARING RESULTS OF ELECTION

WHEREAS, there was held in Fort Bend County, Texas, on the 7th day of November, 1989, an election at which there was submitted to all duly qualified resident electors of the County for their action thereon, the following proposition: the issuance of \$10,900,000 county library building bonds; and

WHEREAS, there were cast at the election:

PROPOSITION

FOR THE ISSUANCE OF \$10,900,000 COUNTY

LIBRARY BUILDING BONDS _____ votes

AGAINST THE ISSUANCE OF \$10,900,000

COUNTY LIBRARY BUILDING BONDS _____ votes

as shown in the official election returns heretofore submitted to the Commissioners Court of the County and duly filed with the County Clerk of the County; 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;



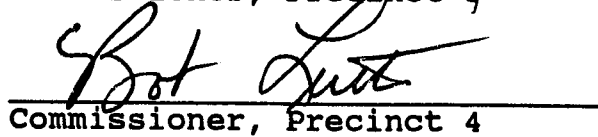
THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

Section 1: The election held in and throughout Fort Bend County, Texas, on the 7th day of November, 1989, which election is more particularly described in the preamble of this order, was duly called and notice thereof was given and the election was held under and in strict conformity with law; that only duly qualified resident electors of the County voted at the election; that due returns of the election have been made by the proper officers; that the election has resulted favorably to the issuance of the bonds mentioned in the preamble of this order; and that a majority of the qualified voters voting in the election have voted in favor of the issuance of such bonds and the levy of a tax for payment thereof.

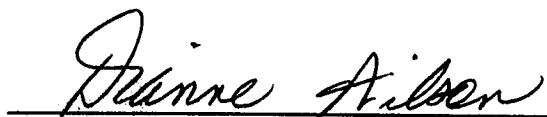
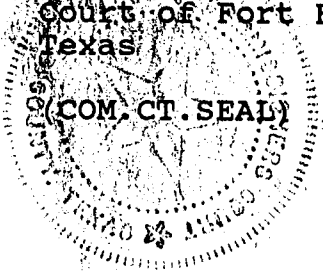
Section 2: The Commissioners Court is now authorized to issue all of the bonds described above, and to do any and all things necessary and/or convenient in connection therewith.

AS PER ORIGINAL

PASSED AND APPROVED this 13th day of November, 1989.


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

ATTEST:


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

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

We, the undersigned officers of the Commissioners Court of Fort Bend County, Texas, hereby certify as follows:

1. The Commissioners Court of Fort Bend County, Texas, convened at a regularly scheduled meeting of said Court at the Fort Bend County Courthouse in the City of Richmond, Texas, on the 13th day of November, 1989, and the roll was called of the duly constituted officers and members of said Court, to-wit:

Jodie E. Stavinocha	County Judge
Eud O'Shieles	Commissioner, Precinct 1
Ben Denham	Commissioner, Precinct 2
Alton Pressley	Commissioner, Precinct 3
Bob Lutts	Commissioner, Precinct 4
Dianne Wilson	County Clerk

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER CANVASSING RETURNS AND
DECLARING RESULTS OF ELECTION

was duly introduced for the consideration of the Commissioners Court and read in full. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

AYES: All members shown present above voted Aye.
NOES: None.

2. That a true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in the Commissioners Court's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the Commissioners Court's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commissioners Court as indicated therein; that each of the officers and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order

would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Vernon's Article 6252-17, as amended.

SIGNED AND SEALED this 13th day of November, 1989.

Deanne Wilson
County Clerk

Joseph E. Starnin
County Judge

(SEAL)

ORDER CANVASSING RETURNS AND
DECLARING RESULTS OF ELECTION

WHEREAS, there was held in Fort Bend County, Texas, on the 7th day of November, 1989, an election at which there was submitted to all duly qualified resident electors of the County for their action thereon, the following proposition: the issuance of \$10,900,000 county library building bonds; and

WHEREAS, there were cast at the election:

PROPOSITION

FOR THE ISSUANCE OF \$10,900,000 COUNTY

LIBRARY BUILDING BONDS _____ votes

AGAINST THE ISSUANCE OF \$10,900,000

COUNTY LIBRARY BUILDING BONDS _____ votes

as shown in the official election returns heretofore submitted to the Commissioners Court of the County and duly filed with the County Clerk of the County; 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;

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

Section 1: The election held in and throughout Fort Bend County, Texas, on the 7th day of November, 1989, which election is more particularly described in the preamble of this order, was duly called and notice thereof was given and the election was held under and in strict conformity with law; that only duly qualified resident electors of the County voted at the election; that due returns of the election have been made by the proper officers; that the election has resulted favorably to the issuance of the bonds mentioned in the preamble of this order; and that a majority of the qualified voters voting in the election have voted in favor of the issuance of such bonds and the levy of a tax for payment thereof.

Section 2: The Commissioners Court is now authorized to issue all of the bonds described above, and to do any and all things necessary and/or convenient in connection therewith.

PASSED AND APPROVED this 13th day of November, 1989.

/s/ Jodie E. Stavinocha

County Judge

/s/ Bud O'Shieles

Commissioner, Precinct 1

/s/ Den Denham

Commissioner, Precinct 2

/s/ Alton Pressley

Commissioner, Precinct 3

/s/ Bob Lutts

Commissioner, Precinct 4

ATTEST:

/s/ Dianne Wilson

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

(COM.CT.SEAL)

ORDER OF THE COMMISSIONERS COURT OF FORT BEND COUNTY,
TEXAS, CALLING A BOND ELECTION FOR FORT BEND COUNTY ROAD
DISTRICT NO. 1 OF FORT BEND COUNTY, TEXAS, A BODY
CORPORATE OF SAID COUNTY; MAKING PROVISIONS FOR THE
CONDUCT OF THE ELECTION; AND OTHER PROVISIONS INCIDENT
AND RELATED TO THE PURPOSE OF THIS ORDER

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

RECITALS

A petition signed by a majority of the qualified voters of Fort Bend County Road District No. 1 of Fort Bend County, Texas (the "District") has heretofore been presented to Commissioners Court (the "Court") requesting a hearing on the question of calling a bond election in the District and the Court ordered that a hearing be held at 10:00 a.m. on the 13th day of November, 1989.

Due notice that a hearing on the petition would be held has been given by posting and by publication.

All persons desiring to appear and be heard on the question of calling such election have been heard and their testimony duly considered.

It is hereby found and determined that the proposed improvements to be provided by the District will benefit all of the taxable property in the District in that such property currently has limited access to other roadways, that the proposed improvements will provide access to State Highway 6 and Beltway 8, and that such access will materially increase the value of the land located in the District.

This Court deems it advisable to call an election on the question of whether this Court shall be authorized to issue bonds of the District for the purpose hereinafter stated and hereby grants the petition.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1: That an election be held in the District on the 20th day of January, 1990, which date is the next uniform election date authorized by Section 41.001, Texas Election Code, at which election the following proposition shall be submitted:

PROPOSITION I

SHALL THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, ("COMMISSIONERS COURT") BE AUTHORIZED TO ISSUE AND SELL AT ANY PRICE OR PRICES THE BONDS OF FORT BEND COUNTY ROAD DISTRICT NO. 1 (THE "DISTRICT") IN ONE OR MORE ISSUES OR SERIES IN THE MAXIMUM AMOUNT OF \$4,500,000 MATURING SERIALLY OR OTHERWISE IN SUCH INSTALLMENTS AS ARE FIXED BY THE COMMISSIONERS COURT OVER A PERIOD OR PERIODS NOT TO EXCEED THIRTY YEARS FROM THEIR DATE OR DATES, BEARING INTEREST AT ANY RATE OR RATES NOT TO EXCEED THE MAXIMUM RATE NOW OR HEREAFTER AUTHORIZED BY LAW, ALL AS MAY BE DETERMINED BY THE COMMISSIONERS COURT FOR THE PURPOSE OF PURCHASING, CONSTRUCTING, ACQUIRING, OWNING, MAINTAINING, AND OPERATING PAVED ROADS AND TURNPIKES FOR THE DISTRICT, OR IN AID THEREOF, INCLUDING PAYMENT OF (1) THE COST OF ACQUISITION OF LAND FOR THE FORT BEND PARKWAY (THE "PARKWAY"), INCLUDING LAND FOR OUTFALL DRAINAGE AND STORM WATER DETENTION FACILITIES, OR FOR ENVIRONMENTAL MITIGATION, (2) PAYMENT OF FEES AND EXPENSES OF THE DISTRICT ASSOCIATED WITH LAND ACQUISITION, PUBLIC HEARINGS, ENVIRONMENTAL IMPACT STATEMENTS, LANDSCAPING, PRELIMINARY AND FINAL PLANS AND SPECIFICATIONS FOR THE PARKWAY, INCLUDING DRAINAGE AND STORM WATER DETENTION FACILITIES, OR FOR ENVIRONMENTAL MITIGATION, AND ALL OTHER FEES, EXPENSES, OR COSTS NECESSARY OR USEFUL IN THE DESIGN OF THE PARKWAY, OR TO SECURE THE COMMITMENT OF THE TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION TO CONSTRUCT THE INITIAL PHASE OF THE PARKWAY, (3) INTEREST DURING CONSTRUCTION OF THE PARKWAY, (4) FEES AND EXPENSES RELATING TO THE ISSUANCE OF THE BONDS, (5) OPERATING AND ADMINISTRATIVE EXPENSES OF THE DISTRICT, AND (6) OTHER FEES, EXPENSES, AND COSTS RELATING TO THE DISTRICT OR THE ACQUISITION OR CONSTRUCTION OF THE PARKWAY, INCLUDING LANDSCAPING, DRAINAGE OR STORM WATER DETENTION FACILITIES, OR ENVIRONMENTAL MITIGATION; AND TO PROVIDE FOR THE PAYMENT OF PRINCIPAL AND REDEMPTION PRICE OF AND INTEREST ON THE BONDS BY THE LEVY AND COLLECTION OF A SUFFICIENT TAX UPON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, ALL AS AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS; PROVIDED, FURTHER, HOWEVER, THAT THE RIGHT-OF-WAY OF THE PARKWAY SHALL ABUT THE WEST LINE OF THE G. T. BARRON TRACTS, SAME BEING THE EAST LINE OF THE FIRST ASSEMBLY OF GOD OF STAFFORD TRACT, LOCATED IN THE H. SHROPSHIRE SURVEY, ABSTRACT 313, FORT BEND COUNTY, TEXAS.

Section 2: That paper ballots shall be used for this election and the ballots shall be prepared in accordance with the Texas Election Code, so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid proposition which shall be set forth on said ballots in substantially the following form:

OFFICIAL BALLOT

[]	FOR A FAVOR DE	) )	THE ISSUANCE OF \$4,500,000 BONDS AND THE LEVYING OF THE TAX IN PAYMENT THEREOF.
[]	AGAINST EN CONTRA DE	) )	LA EMISION DE \$4,500,000 EN BONOS Y EL GRAVAMEN DE LOS IMPUESTOS PARA EL PAGO.

Each voter shall vote on the proposition by placing an "X" in the square beside the statement indicating the way he wishes to vote.

Section 3: That the boundaries of the District heretofore established by this Court are hereby designated as and shall constitute one election precinct and the following are hereby appointed officers of said election:

Beverly Ann Barron, Presiding Judge

Frances Annoot, Alternate Presiding Judge

The Presiding Judge may appoint two (2) qualified clerks to serve and assist in holding said election.

On election day the polls shall be open from 7:00 a.m. until 7:00 p.m. The polling place shall be 3028 Barron Lane, Missouri City, Texas 77489.

Absentee voting shall be conducted by the County Clerk, and the

Fort Bend County Clerk's Office
Room 100
301 Jackson Street
Richmond, TX 77469

is designated as the place for absentee voting for said election.

Absentee voting in the election by personal appearance shall begin on the 20th day preceding the election and shall continue through the 4th day preceding the election. The County Clerk shall keep the absentee voting place open from 8:00 a.m. to 4:30 p.m. on

each day for absentee voting which is not a Saturday, a Sunday, or an official State holiday. The absentee voting clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is set forth above.

Section 4: All resident qualified electors of the District shall be permitted to vote at said election. The manner of holding and conducting said election shall be governed by the Texas Election Code of the State of Texas regulating general elections, except as modified by the provisions of Article 6702-1, Vernon's Texas Civil Statutes, as amended, and, as may be required by law. Returns of the election shall be made to the Commissioners Court.

Section 5: The County Clerk and Ex-Officio Clerk of the Commissioners Court shall issue notice of such election and shall post same or cause the same to be posted at five (5) public places in Fort Bend County not later than the twenty-first (21st) day before the date of such election. One (1) copy of such notice shall be posted on the Courthouse door, one (1) copy on the bulletin board used for posting notices of meetings of the Fort Bend County Commissioners Court, and the remaining three (3) copies of such notice shall be posted in public places within the boundaries of the proposed District.

Section 6: Further notice of the election shall be given by publishing one (1) time in a newspaper of circulation in Fort Bend County not earlier than the thirtieth (30th) day or later than the tenth (10th) day before the election.

Section 7: A copy of this Order shall be recorded in the minutes of this Court.

Section 8: Sufficient written notice of the date, hour, place, and subject of the meeting of Commissioners Court at which this Order was adopted was posted for the time required by law preceding this meeting and such meeting was open to the public as required by law and at all times during which this Order and the subject matter thereof were discussed, considered, and formally

acted upon, all as required by the Open Meetings Act, Texas Civil Statutes Annotated, Article 6252-17, as amended.

PASSED AND APPROVED this 13th day of November, 1989.

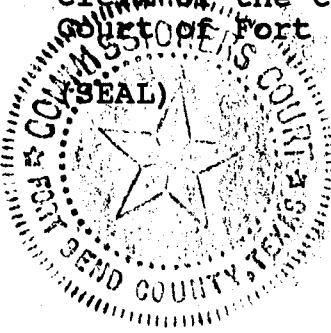
ATTEST:

Dianne Wilson

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

Jodie E. Stavino

Jodie E. Stavino
County Judge



ORDEN DE LA CORTE DE LOS COMISIONADOS DEL CONDADO DE FORT BEND, TEXAS, QUE LLAMA A UNA ELECCION PARA EL DISTRITO DE CAMINOS NO. 1 DEL CONDADO DE FORT BEND, UNA CORPORACION DE DICHO CONDADO; QUE TOMA LAS PROVISIONES PARA CONDUCIR LA ELECCION Y OTRAS PROVISIONES INCIDENTALES Y RELACIONADAS CON EL PROPOSITO DE ESTA ORDEN.

EL ESTADO DE TEXAS §

CONDADO DE FORT BEND §

RELACIONES

Se ha presentado a la Corte de los Comisionados (la "Corte") una petición firmada por una mayoría de los votantes calificados del Distrito de Caminos No. 1 del Condado de Fort Bend solicitando una audiencia sobre el asunto de llamar a una elección para bono en el Distrito y la Corte ha ordenado que se celebre una audiencia a las 10:00 A.M. del día 13 de Noviembre de 1989.

Se ha dado el aviso debido de que se realizará una audiencia sobre la petición mediante su exhibición y publicación.

Todas las personas que deseen comparecer y hacerse oír sobre el asunto de llamar a tal elección, se las ha oído y sus testimonios se consideraron debidamente.

Por el presente se ha resuelto y determinado que las mejoras propuestas que deberá proveer el Distrito beneficiarán a todas las propiedades imponibles del Distrito, en el sentido que tales propiedades actualmente tienen acceso limitado a otros caminos, que las mejoras propuestas proveerán acceso a la Carretera Estatal 6 (Highway 6) y al Anillo Periférico 8 (Beltway 8), y que tal acceso aumentará físicamente el valor de las tierras ubicadas en el Distrito.

Esta Corte considera que es aconsejable llamar a una elección sobre el asunto de que si quedará autorizada esta Corte para emitir bonos del Distrito con el fin expresado más adelante en el presente, y por el presente aprueba la petición.

POR LO TANTO, LA CORTE DE LOS COMISIONADOS DEL CONDADO DE FORT BEND, TEXAS, ORDENA, DECIDE Y DECRETA QUE:

Sección 1: Que se realizará una elección en el Distrito el día 20 de Enero de 1990, la cual es la próxima fecha uniforme de elección autorizada por la Sección 41.001, del Código de Elecciones

de Texas, elección en la cual se presentará la siguiente proposición:

PROPOSICION I

¿QUEDARA AUTORIZADA LA CORTE DE LOS COMISIONADOS DEL CONDADO DE FORT BEND, TEXAS ("LA CORTE DE LOS COMISIONADOS") PARA EMITIR Y VENDER A CUALQUIER PRECIO O PRECIOS, LOS BONOS DEL DISTRITO DE CAMINOS DE FORT BEND NO. 1 (EL "DISTRITO") EN UNA O MAS EMISIONES O SERIES POR LA CANTIDAD MAXIMA DE \$4,500,000 CON VENCIMIENTO POR SERIE O DE OTRA FORMA, EN TALES CUOTAS COMO LAS FIJEN LA CORTE DE LOS COMISIONADOS, EN UN PERIODO O PERIODOS DE TIEMPO QUE NO EXCEDAN TREINTA AÑOS DESDE SU FECHA O FECHAS, CON UN INTERES A UNA TASA O TASAS QUE NO EXCEDAN LA TASA MAXIMA PERMITIDA POR LA LEY AHORA O DE AHORA EN ADELANTE, TODO SEGUN LO DETERMINE LA CORTE DE LOS COMISIONADOS PARA LOS FINES DE COMPRAR, CONSTRUIR, ADQUIRIR, POSEER, MANTENER Y OPERAR CAMINOS PAVIMENTADOS Y CARRETERAS DE PEAJE PARA EL DISTRITO, O EN ASISTENCIA AL MISMO, INCLUYENDO EL PAGO DE (1) EL COSTO DE ADQUISICION DE LA TIERRA PARA LA AVENIDA PRINCIPAL DE FORT BEND (LA "AVENIDA PRINCIPAL"), INCLUYENDO LA TIERRA PARA EL DRENAJE DE DESCARGA Y LAS INSTALACIONES DE DETENCION DEL AGUA PLUVIAL, (2) PAGO DE LOS HONORARIOS Y GASTOS DEL DISTRITO ASOCIADOS CON LA ADQUISICION DEL TERRENO, LAS AUDIENCIAS PUBLICAS, LAS DECLARACIONES DEL IMPACTO AMBIENTAL, ADORNOS DEL PAISAJE, PLANOS PRELIMINARES Y FINALES Y LAS ESPECIFICACIONES PARA LA AVENIDA PRINCIPAL INCLUYENDO EL DRENAJE Y LAS INSTALACIONES DE DETENCION DE AGUAS PLUVIALES Y LA MITIGACION AMBIENTAL, Y TODOS LOS OTROS HONORARIOS, GASTOS O COSTOS NECESARIOS O UTILES PARA EL DISEÑO DE LA AVENIDA PRINCIPAL, O PARA ASEGURAR EL COMPROMISO DEL DEPARTAMENTO DE CARRETERAS Y TRANSPORTE PUBLICO DE TEXAS PARA CONSTRUIR LA FASE INICIAL DE LA AVENIDA PRINCIPAL, (3) EL INTERES DURANTE LA CONSTRUCCION DE LA AVENIDA PRINCIPAL, (4) HONORARIOS Y GASTOS RELACIONADOS CON LA EMISION DE LOS BONOS, (5) GASTOS ADMINISTRATIVOS Y OPERATIVOS DEL DISTRITO, Y (6) OTROS HONORARIOS, GASTOS Y COSTOS RELACIONADOS CON EL DISTRITO O LA ADQUISICION O LA CONSTRUCCION DE LA AVENIDA PRINCIPAL, INCLUYENDO EL ADORNO DEL PAISAJE, DRENAJE E INSTALACIONES DE DETENCION DE AGUAS PLUVIALES, O MITIGACION AMBIENTAL; Y PARA PROVEER AL PAGO DE LA SUMA PRINCIPAL Y EL PRECIO DE REDENCION Y EL INTERES DE LOS BONOS MEDIANTE EL GRAVAMEN Y LA RECAUDACION DE UN IMPUESTO SUFICIENTE SOBRE TODA

PROPIEDAD IMPONIBLE DENTRO DEL DISTRITO, TODO TAL COMO LO AUTORICEN LA CONSTITUCION Y LAS LEYES DEL ESTADO DE TEXAS; SIEMPRE Y CUANDO, ADEMAS, SIN EMBARGO, QUE LA SERVIDUMBRE DE TAL AVENIDA PRINCIPAL ESTE CONTIGUA A LA LINEA OESTE DEL TERRENO G.T. BARRON, EL MISMO SIENDO LA LINEA ESTE DEL TERRENO DE LA FIRST ASSEMBLY OF GOD DE STAFFORD, UBICADA EN EL CADASTRO H. SHROPSHIRE, ABSTRACTO 313, DEL CONDADO DE FORT BEND, TEXAS?

Sección 2: Que se usarán balotas de papel en esta elección y que las balotas se prepararán de acuerdo con el Código de Elecciones de Texas, de modo de permitir que los electores voten "A FAVOR" o "EN CONTRA" de la antedicha proposición, la cual se indicará en dichos votos básicamente de la siguiente forma:

BALOTA OFICIAL

[]	FOR	)	THE ISSUANCE OF \$4,500,000 BONDS AND THE
[]	A FAVOR	)	LEVYING OF THE TAX IN PAYMENT THEREOF.
[]	AGAINST	)	LA EMISION DE \$4,500,000 EN BONOS Y EL
[]	EN CONTRA)		GRAVAMEN DE IMPUESTO PARA SU PAGO.

Cada votante votará por la proposición colocando una "X" en el cuadrado al lado de la frase que indica la forma en que desea votar.

Sección 3. Los límites del Distrito que se establecerán de aquí en adelante por este Corte se designan y se constituyen, por el presente, como un precinto electoral y las siguientes personas, por el presente, quedan nombradas como funcionarios de dicha elección:

Beverly Ann Barron, Juez Presidente

Frances Annoot, Juez Presidente Alterno

El Juez Presidente puede nombrar a dos (2) secretarios calificados para que actúen y asistan en la realización de tal elección.

El día de la elección, la votación quedará abierta desde las 7:00 A.M. hasta las 7:00 P.M. El lugar de la votación estará en el 3028 Barron Lane, Missouri City, Texas 77489.

La votación en ausencia la realizará el Secretario del Condado y

La Oficina del Secretario del Condado de Fort Bend
Sala 100
301 Jackson Street
Richmond, TX 77469

queda designada como el lugar para la votación en ausencia de dicha elección.

La votación en ausencia para la elección mediante presentación personal comenzará el día 20º antes de la elección y continuará hasta el día 4º antes de la elección. El lugar de la votación en ausencia estará abierto desde las 8:00 A.M. hasta las 4:30 P.M. de cada día para la votación en ausencia, siempre que no sea un sábado, domingo o un feriado estatal oficial. La dirección postal del secretario de los votantes ausentes donde se pueden solicitar los votos o donde se pueden enviar los votos por correo está indicada anteriormente.

Sección 4. En dicha elección se permitirá que voten todos los electores calificados residentes del Distrito. La forma de realizar y de conducir tal elección estará regida por el Código de Elecciones de Texas del Estado de Texas que reglamenta las elecciones generales excepto tal como esté modificado por la previsiones del Artículo 6702-1 de los Estatutos Civiles de Texas de Vernon, según su modificación, y según lo mande la ley. Los resultados de la elección se entregarán a la Corte de los Comisionados.

Sección 5: La Secretaria del Condado y la Secretaria Ex-Oficio de la Corte de los Comisionados emitirá el aviso de tal elección y exhibirá el mismo o hará que se exhiba en cinco (5) lugares públicos en el Condado de Fort Bend, a más tardar en el día vigésimo primero (21º) antes de la fecha de tal elección. Una (1) copia de tal aviso se exhibirá en la puerta de los Tribunales, una (1) copia se colocará en el cuadro de boletines que se usa para exhibir avisos de las asambleas de la Corte de los Comisionados del Condado de Fort Bend, y las tres (3) copias restantes de tal aviso se exhibirán en lugares públicos dentro de los límites del Distrito propuesto.

Sección 6: Se dará aviso adicional de la elección mediante la publicación por una (1) sola vez en un periódico de circulación en el Condado de Fort Bend no antes del trigésimo (30º) día ni después del décimo (10º) día antes de la elección.

Sección 7: Una copia de esta Orden se registrará en las actas de esta Corte.

Sección 8: Se ha dado suficiente aviso por escrito sobre la fecha, hora, lugar y tema de la reunión de la Corte de los Comisionados, en la cual se adoptó esta Orden y se exhibió por el tiempo que manda la ley antes de esta reunión y tal reunión estuvo abierta al público tal como lo manda la ley, y en todo momento durante el cual esta Orden y el tema de la misma fue discutida, considerada y se tomó acción formalmente sobre la misma, se realizó tal como lo requiere el Acto de las Sesiones Abiertas de los Anotados de los Estatutos Civiles de Texas, Artículo 6252-17, según fue modificado.

ADMITIDA Y APROBADA este día 13 de Noviembre de 1989.

TESTIGO:

151
Dianne Wilson
Secretaria del Condado y
Secretaria Ex-Officio de la
Corte de los Comisionados del
Condado de Fort Bend, Texas

151
Jodie E. Stavino
Juez del Condado

(SELLO)

8. CONSIDER REQUESTS FOR WAIVERS OF TAX PENALTIES & INTEREST:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the following waivers of tax penalties & interest as submitted by Marsha Gaines, Tax Assessor/Collector: (Recorded in minutes in full)

Emmett O'Donnell	-	\$ 67.02 (penalty & interest)
		55.75 (attorney fees)
Jerry Nicholas	-	334.21 (penalty & interest)
		97.77 (attorney fees)
Cheung Chi Kit	-	55.96 (penalty & interest)
		46.54 (attorney fees)

9. ADOPT AMENDED GUIDELINES & CRITERIA FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to adopt the amended guidelines & criteria for granting tax abatement in reinvestment zones as presented by Herb Appel, President of Economic Development Council. (Recorded in minutes in full)

10. CONSTABLE R.L. GASTON, PCT. 1, RE: RENEW AUTHORITY TO USE UNMARKED VEHICLE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve renewal authorizing the use of unmarked vehicle #2FABP72F5HX184689 and 2FABP43FXGX179676 as requested by Constable Tiny Gaston. (Recorded in minutes in full)

11. CONSIDER APPROVING RESERVE DEPUTY CORNELIUS EMBRY, ALONG WITH BOND & OATH, PCT. 3 CONSTABLE:

Postponed until November 20, 1989.

12. MS. HOPIE SOLOMON, SOCIAL SERVICES DIRECTOR, RE: REQUEST TO APPLY FOR FUNDS FROM F.E.M.A. (PHASE 8) FOR FOOD, EMERGENCY SHELTER & UTILITIES:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize Hopie Soloman to apply for funds from F.E.M.A. (Phase 8) for food, emergency shelter & utilities. (Recorded in minutes in full)

13. CONSIDER APPOINTING NEW DIRECTOR FOR FIRST COLONY L.I.D. #2:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to appoint Lawrence P. Mosher to serve a 4 yr. term on the First Colony LID #2, as presented by John Cannon.

14. CONSIDER APPROVAL OF RENEWAL OF MENTAL HEALTH UNIT CONTRACT WITH RICELAND REGIONAL MENTAL HEALTH AUTHORITY:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve renewal of mental health unit contract with Riceland Regional Mental Health Authority.

15. CONSIDER RELEASING \$5,000 BOND FROM FRONTIER GEOPHYSICAL CO. OF TEXAS, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to release \$5,000 bond from Frontier Geophysical Co. of Texas, Pct. 2.

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: November 7, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Emmett O'Donnell
Account .901-9410-05-009-0130
Precinct #4

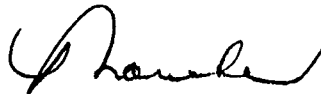
Mr. O'Donnell is requesting waiver of penalty and interest on the above referenced account for 1988.

1. Mr. O'Donnell purchased the property in July 1987.
2. The account was carried on the 1988 tax roll as follows:
O'Donnell Vencil E Jr & Ann O
3014 Walnut Bend
Houston, Texas 77042
3. 1988 original tax statement was mailed to the above address and returned by the post office as undeliverable.
4. The Fort Bend Central Appraisal Review Board corrected the address on October 31, 1989 per joint motion for hearing to correct substantial error.
5. Mr. O'Donnell paid the 1988 delinquent tax with penalties and interest on November 2, 1989.

Breakdown of taxes paid:

Base Tax	\$304.62
Penalty and Interest	67.02
Attorney Fees	55.75
Total Paid	\$427.39

I recommend waiver of penalty and interest due to an error on the part of the Fort Bend Central Appraisal District.



AS PER ORIGINAL

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: November 7, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Jerry Nicholas, Trustee
Account .908-0058-03-920-0000
Precinct #2

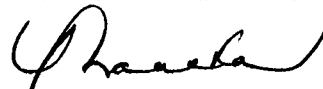
Mr. Nicholas is requesting waiver of penalty and interest on the above referenced account for years 1980 and 1981.

1. The property was purchased in September 1975.
2. For the years 1980 and 1981 the tax office did not have an address for Mr. Nicholas.
3. There is no evidence of a statement on either year due being mailed to Mr. Nicholas in compliance with Sec 33.04 (b) of the State Property Tax Code.

Breakdown of taxes paid:

Base Tax	\$317.57
Penalty and Interest	334.21
Attorney Fees	<u>97.77</u>
Total Paid	\$749.55

I recommend waiver of penalty and interest and attorney fees on the above referenced account under Sec 33.04 (b) of the State Property Tax Code.



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: November 7, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Cheung Chi Kit
Account .907-5030-06-023-0220
Precinct #3

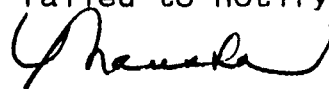
The tax office is requesting waiver of penalty and interest on the above referenced account for 1988.

1. Cheung Chi Kit purchased the property in November 1984.
2. 1988 taxes were paid in error by Banc Plus Savings.
3. Cheung Chi Kit attempted to pay the 1988 taxes in January 1989.
4. After Banc Plus Savings was refunded, the tax office was unable to inform the property owner of the tax due and allow payment at base tax within 21 days of notification due to a bad address.

Breakdown of taxes due:

Base Tax	\$254.35
Penalties and Interest	55.96
Attorney Fee	46.54
Total Due	\$356.85

I recommend waiver of penalty and interest on the above referenced account as the taxpayer did originally attempt to pay the taxes in a timely manner and once the taxes were due the tax office failed to notify the taxpayer.



RESOLUTION ADOPTING AMENDED 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 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; and

WHEREAS, Fort Bend County has previously adopted Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones in Fort Bend County; and

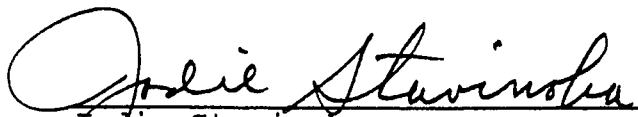
WHEREAS, the Texas law concerning Tax Abatement has been modified and Fort Bend County desires to amend its Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones in Fort Bend County; Now, Therefore

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 Amended 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 continue its eligibility to participate in Tax Abatement.

PASSED AND APPROVED this 13th day of November, 1989.


Jodie Stavinoha
County Judge

ATTEST:


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

AMENDED GUIDELINES AND CRITERIA
FOR GRANTING TAX ABATEMENT IN REINVESTMENT ZONES
CREATED IN FORT BEND COUNTY, TEXAS

Whereas, the creation and retention of job opportunities that bring new wealth is the highest civic priority; and

Whereas, Fort Bend County (the "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 the 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 the 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 the County is under an 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 County does hereby adopt these Guidelines and Criteria for granting tax abatement in reinvestment zones in the County.

DEFINITIONS -- Section 1.

- (a) "Abatement" means the full or partial exemption from ad valorem taxes of certain real property and/or Tangible Personal Property in a reinvestment zone designated by the County for economic development purposes.
- (b) "Agreement" means a contractual agreement between a property owner and/or lessee and the County.

EXHIBIT "A"

- (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 and Tangible Personal Property 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 County, but does not include Facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible Facilities may include, but shall not be limited to, Hotels, Office Buildings and property owned or leased by a certified air carrier, on the condition that the certified air carrier make specific real property improvements or lease for a term of ten years or more within the reinvestment zone.
- (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.
- (m) "Tangible Personal Property" means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible personal property that was located in the reinvestment zone at any time before the period covered by the agreement with the County.

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 County and the property owner or lessee, subject to such limitations as the 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; 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 the County; and

- (3) must not be expected to solely or primarily have the effect of transferring employment from one part of the 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 the County to provide facilities or services directly resulting from the new improvements;
 - (11) the amount of ad valorem taxes to be paid the 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 the 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 the 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 the County may request the Creation of a Reinvestment Zone and Tax Abatement by filing a written request with the 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) Prior to the adoption of an order designating a reinvestment zone, the County shall give notice as provided by the 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 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) The County, not more than 45 days after receipt of the application, shall by resolution either approve or disapprove the application for tax Abatement. The County shall notify the applicant of approval or disapproval.
- (e) The 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) Information that is provided to the County in connection with an application or request for tax Abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax Abatement is sought is confidential and not subject to public disclosure until the tax Abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential.

AGREEMENT -- Section 4.

- (a) Not later than the seventh day before the date on which the County enters into the Abatement Agreement, the County shall deliver to the presiding officer of the governing body of each

other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement

- (b) After approval, the 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), 5, 6, and 7, 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 County.

RECAPTURE -- Section 5.

- (a) In the event that the company or individual (1) allows its ad valorem taxes owed the 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 the County determine that the company or individual is in default according to the terms and conditions of its Agreement, the County 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 County of the amount of the assessment.
- (b) The Abatement Agreement shall stipulate that employees and/or designated representatives of the 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 its safety standards.
- (c) Upon completion of construction the designated representative of the County shall annually evaluate each Facility receiving Abatement to insure compliance with the agreement, and a formal report shall be made to the Commissioners Court.
- (d) The County shall timely file with the Texas Department of Commerce and the State Property Tax Board all information required by the Tax Code.

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 the 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 the 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 the 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 may be modified, renewed or eliminated.

DISCRETION OF THE COUNTY -- Section 9.

The adoption of these Guidelines and Criteria by the County does not:

- (1) limit the discretion of the Commissioners Court to decide whether to enter into a specific tax Abatement agreement;
- (2) limit the discretion of the Commissioners Court to delegate to its employees the authority to determine whether or not the Commissioners Court should consider a particular application or request for tax Abatement; or
- (3) create any property, contract, or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for tax Abatement.

A:\WP01JBA\TAXABATE.FBC

Affidavit for Regular License Plates to be Used on Exempt Vehicles

AS PER ORIGINAL

40

0378

Notary Public
Before me, the undersigned authority, personally appeared R.L. "Tiny" Gaston who, being duly sworn, deposes and upon oath states that he is authorized to sign this affidavit and that the vehicle(s) described on the attached application does not carry any markings or identification inscription having been exempted from such requirement by either Article 6701m-1 or Article 6701m-2, Vernon's Texas Civil Statutes.

State Agencies must complete this section:

Renewal

Fort Bend County Constable Pct.#1 is exempt from the requirement of displaying identification or inscription on exempt vehicles owned by this agency by Article 6701m-1 and has filed the required rules and regulations with the Office of the Secretary of State. Rule No. 6701M-2

Cities or Counties must comply with this section:

A City Council Resolution must be filed with the Department in order to obtain regular license plates for city vehicles.

A Commissioner's Court Order must be filed with the Department in order to obtain regular license plates for county vehicles.

The name of the exempt agency and the name of the person designated to apply for regular license plates for use on exempt vehicles must be stated in either document.

THE OWNERSHIP OF THE VEHICLES REGISTERED IN THIS MANNER WILL BE RECORDED IN THE MASTER VEHICLE FILE, AND THE AGENCY'S NAME WILL BE AVAILABLE UPON INQUIRY.

R.L. "Tiny" Gaston
Signature

Constable Pct.#1
Title

Fort Bend County Constable Pct.#1
Agency

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ DAY OF _____, 19____

NOTARY
SEAL

Signature of Notary Public

Print Name of Notary Public

Date My Commission expires:

STATE OF TEXAS
COUNTY OF _____

Form D12-119 Rev. 2-89

Chief Deputy
COUNTY Fort Bend

AFFIDAVIT AND APPLICATION
FOR EXEMPT LICENSE PLATES

DATE LIC. ISSUED 10 0379
(For Dept. Use)

AS PER ORIGINAL

Year Model	Make of Vehicle	Body Style	Motor Vehicle Identification No.	Present Lic. No.		Equip No., if any	Title or Application Number	Exempt Lic. No. For Dept. Use
				Year	Lic. No.			
1987	Ford	4-dr.	2FABP72F5HX184689	89	687 VPD	CD-12	16268625	

Vehicle(s) shown above will be operated by Fort Bend County Constable Pct.#1
Name of Exempt Agency Department
[Signature] Constable Pct#1 P.O. Box 1167, Richmond Texas 77469
Signature of Authorized Agent Title Mailing Address City Zip Code

Statute No. _____ to be shown for all Political Subdivisions created under Art. 16, Sec. 59 of The Constitution of Texas. For Federal Government, State, Cities, Counties, and School Districts the Statute Number is not required.

Before me, the above signed authority, personally appeared R.L. "Tiny" Gaston who being duly sworn deposes and upon oath states he is authorized to sign this application for fee exempt license plates on the vehicle(s) shown above, and that such vehicle(s) is/are the property of and will be operated by this agency.

Subscribed and sworn to before me this _____ day of _____, 19_____.

NOTARY SEAL _____ Notary Public _____ County, Texas.
(See Reverse Side for Instructions)

Courtney Gaston, AT P&G
1-1-90 will be for RESERVE
COUNTY Fort Bend

AFFIDAVIT AND APPLICATION
FOR EXEMPT LICENSE PLATES

DATE LIC.
ISSUED

10

0380

(For Dept. Use)

Year Model	Make of Vehicle	Body Style	Motor Vehicle Identification No.	Present Lic. No.		Equip No., if any	Title or Application Number	Exempt Lic. No. For Dept. Use
				Year	Lic. No.			
1986	Ford	4-dr	2FABP43FXGX179676	89	685VPD	CD-10	18519990	

Vehicle(s) shown above will be operated by Fort Bend County Constable Pct. #1
Name of Exempt Agency Constable Pct. #1 Department 77469
R.L. "Tiny" Gaston P.O. Box 1167, Richmond Texas
Signature of Authorized Agent Title Mailing Address City Zip Code

Statute No. _____ to be shown for all Political Subdivisions created under Art. 16, Sec. 59 of The Constitution of Texas. For Federal Government, State, Cities, Counties, and School Districts the Statute Number is not required.

Before me, the above signed authority, personally appeared R.L. "Tiny" Gaston who being duly sworn deposes and upon oath states he is authorized to sign this application for fee exempt license plates on the vehicle(s) shown above, and that such vehicle(s) is/are the property of and will be operated by this agency.

Subscribed and sworn to before me this _____ day of _____, 19_____.

NOTARY SEAL _____ Notary Public _____ County, Texas.

(See Reverse Side for Instructions)

AS PER ORIGINAL

40 0381

Jodi Marshall
United Way of the Texas Gulf Coast
P.O. Box 13668
Houston, TX 77219

Program	Avg. # served in program without FEMA funds	# of additional people served with FEMA funds	# of Units to be provided with FEMA funds	FEMA Allocation request
Food	<u>1,500</u>	<u>6,000</u>	<u>54,000</u>	<u>\$ 50,000</u>
Mass Shelter (on site)	<u></u>	<u></u>	<u></u>	<u>\$</u>
Other Shelter (rent and mortgage)	<u>100</u>	<u>934</u>	<u>28,900</u>	<u>\$ 125,000</u>
Energy Asst.	<u>1,000</u>	<u>5,000</u>	<u>150,000</u>	<u>\$ 125,000</u>
			Total Request	<u>\$ 300,000</u>

2. Please use the following lines to give information on the service provided by your agency for each category in which you are requesting FEMA funding. Include information on:

1. brief description of the program
2. geographic area served
3. hours of operation
4. target population
5. number of individuals served last year (indicate fiscal or calendar and months covered)
6. attach a list of all sites you operate where clients can make application for and receive FEMA assistance

Food

Voucher Assistance for persons living in Fort Bend County with a verified need
for food. Office hours are 8:00 a.m to 5:00 p.m. Monday thru Friday with
clients being seen from 9:00 a.m. to 4:00 p.m. Number of persons serviced
in FEMA Fiscal Year 1989 was 2,330.

Mass Shelter

Shelter

Provide emergency shelter for persons residing in the Fort Bend County area
during regular business hours of 8:00 a.m. to 5:00 p.m. with applications
taken from 9:00 a.m. to 4:00 p.m. Number of clients serviced in FEMA Fiscal
Year 1989 was 906.

Utility Assistance

Voucher assistance given for persons living in Fort Bend County in jeopardy of
disconnection of utilities during office of 8:00 a.m. to 5:00 p.m. with appli-
cations taken from 9:00 a.m. to 4:00 p.m. Number of clients serviced in FEMA
Fiscal Year 1989 was 4,621.

3. Please attach a brief history (1-2 paragraphs) of your organization, including date of incorporation and a description of services provided.

CRITERIA FOR AN AGENCY'S RECEIPT OF FEMA FUNDS

- has the capability to provide emergency food and/or shelter services;
- proposes to use funds to supplement or expand existing programs and services;
- is nonprofit;
- has an accounting system and conducts an annual audit, or has a fiscal agent which does so and is approved by the Local Board
- practices nondiscrimination; (those agencies with a religious affiliation must agree not to refuse service to an applicant based on religion, nor engage in religious proselytizing in any program receiving Emergency Food Shelter Program funds);
- if private, nonprofit, has a voluntary board;
- will provide required reports and documentation, as requested, to the Local Board;
- Will expend monies only on eligible costs;
- Will spend all funds and close out the program by September 1989.

INSTRUCTIONS FOR ESTIMATING SERVICE UNITS

1. FOOD

Estimate the number of meals per grocery order if not served directly. For example, a voucher for a grocery order to feed a family of 4 for 3 days would be estimated as 36 meals (4 people X 3 meals X 3 days = 36 meals).

2. SHELTER AND MASS SHELTER

Multiply the number of people in a family times the number on nights in the assistance period. For example a family of 5 receiving one month's rental assistance would be 150 nights lodging. (5 people X 30 nights = 150 nights) A family of 5 spending 10 nights in a shelter would be 50 nights of lodging (5 people X 10 nights = 50 nights).

3. UTILITIES

Multiply the number of people in a family times the number of nights in a month for each bill paid. For example, paying on month's electric bill for a family of 4 would be 120 nights of utility assistance (4 people X 30 nights = 120 nights).

LOCAL RECIPIENT ORGANIZATION CERTIFICATION FORM
(To be retained by Local Board)

As a recipient of Emergency Food and Shelter National Board Program funds made available through PL and as the duly authorized representative of Fort Bend County Social Services, I certify the following:
(NAME OF AGENCY)

- o That my public or private organization has the capability to provide emergency food and/or shelter services;
- o Will use funds to supplement and extend existing resources and not to substitute or reimburse ongoing programs and services.
- o Is not-for-profit;
- o Has an accounting system or fiscal agent approved by the Local Board;
- o Conducts and annual audit; auditor must not be affiliated with agency
- o Practices non-discrimination; (if an agency with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing in any program receiving Emergency Food and Shelter Program funds);
- o If private, not-for-profit, has a voluntary board;
- o Has read and understands the Eligible and Ineligible Costs of this program;
- o Will provide all required reports to the Local Board.
- o Will expend monies only on eligible costs and keep complete documentation (copies of cancelled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years;
- o Will spend all funds and close-out the program by my jurisdiction's selected end of program and return any unused funds to the National Board (make checks payable to United Way of America); and,
- o Will close all separate bank accounts (or bring to a zero balance) and provide complete documentation of expenses to the Local Board, if requested, no later than two weeks following my jurisdiction's selected end of program.

NAME:

SIGNATURE

JODIE E. STAVINOKA

PRINT NAME

TITLE:

COUNTY JUDGE

November 13, 1989

DATE

AGENCY:

FORT BEND COUNTY

6-7828-00 6

I.D.#

ADDRESS:

P.O. Box 368

Richmond

Texas

77469

ZIP CODE

NOTE: Refer to Local Recipient Organization, page 19 concerning selection of LROs and eligible cost guidelines.



40 0385

HOPIE SOLOMON
DIRECTOR

WELFARE DEPARTMENT
P.O. BOX 368
342-3411 ext. 560

COUNTY OF FORT BEND

RICHMOND, TEXAS
77469

02 November 1989

TO: Judge Stavinocha & Commissioners

FROM: Hopie Solomon

On 13 November 1989 an agenda item will be listed to request approval for Fort Bend Social Services agency to apply for and be contractors for FEMA Phase VIII funding for Fort Bend County.

Last year this agency received \$244,345.97 in funds to assist persons in Fort Bend County with food, shelter and utility needs.

Attached is a copy of disbursements of those funds. This year we will be requesting funds in the amount of \$300,000.00. \$50,000.00 for food, \$125,000.00 for shelter and \$125,000.00 for utilities. FEMA Fiscal Year ends 15 September 1990.

We would appreciate your approval of this request for the following reasons; we have the capability of serving all of Fort Bend County, good working record in past performance in handling FEMA funds.

During FEMA Fiscal Year 1989, 2,330 persons was assisted with food, 906 was assisted with shelter and 4,621 persons was assisted with utilities.

This program has proven to be very helpful for residents of Fort Bend County.

Sincerely,

Hopie Solomon, ASWA
Director

HJS/efm

AS PER ORIGINAL

ID # 6-7828-00

PHASE VII PROGRAM
End Date 9/15/89

Houston/Fort Bend/Harris Counties

Agency I. D. # 6-7828-00 6
Ms. Hopie Solomon, DIR.
Fort Bend County Welfare
P. O. Box 368
Richmond, Texas 77469

Actual Expenditures Through 9/15/89

Food:

A. Expenditures for food \$ 39,587.50 Meals # 49,496

Shelter:

B. Expenditures for Motel/Hotel Shelter \$ 400.00 # nights 66

C. Expenditures for Rent/Mortgage \$ 94,810.00 # nights 27,032

Energy:

D. Expenditures for Utilities \$ 109,548.47 # nights 140,286

Total amount Expended

\$ 244,345.97

Total Paid 244,345.97
1st Award Amt. 214,283.04
2nd Award Amt. 30,062.93
Program Total 244,345.97

214,283.04+
30,062.93+
244,345.97*

39,587.50+
400.00+
94,810.00+
109,548.47+
334
244,345.97*

11/9 xc: 4 Commissioners
County Clerk

ROSE & RYMAN
ATTORNEYS AND COUNSELORS AT LAW
SUITE 500
6671 SOUTHWEST FREEWAY
HOUSTON, TEXAS 77074

Telephone: (713) 776-3487

(713) 776-8253

#13 40 0387
AS PER ORIGINAL

November 8, 1989

BY MESSENGER

Judge Jodie Stavinoha
Fort Bend County Judge
500 Liberty
Richmond, Texas 77469

Re: First Colony Levee Improvement District No. 2 of Fort
Bend County, Texas

Dear Judge Stavinoha:

At the November 13, 1989 Commissioners Court hearing please consider our request to appoint Lawrence P. Mosher to the Board of Directors of First Colony Levee Improvement District No. 2 of Fort Bend County, Texas. In this regard please find an Order Appointing Director for your review and consideration and a brief resume of Mr. Mosher.

I plan to attend the hearing to answer any questions you or the Commissioners may have.

Very truly yours,


John G. Cannon

JGC:jhw
pc3/wp/Stav.119
Enclosures

cc: Larry Wagenbach

Approved by
11/13/89
H. J. Cannon

RESUME

Lawrence P. Mosher
3931 Felicia
Sugar Land, Texas 77479

Personal: Age 40, Married, four children, resident of Fort Bend County, Texas

Education: B. A. University of Texas - El Paso
M. B. A. University of Houston

Professional: 1988 - present: Real Estate Consultant

1983-1988: President, Great Western Development Company

1978 - 1983: Vice President, Lexington Development Company

pc4/wp:Mosher.res

OATH OF OFFICE

I, Lawrence P. Mosher, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Director of First Colony Levee Improvement District No. 2 of Fort Bend County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and/or to secure my appointment or the confirmation thereof. So help me God.

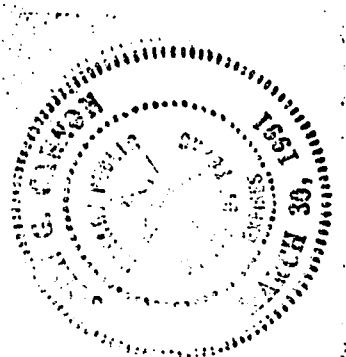
Lawrence P. Mosher
Lawrence P. Mosher

Sworn to and subscribed before me, at Sugar Land, TX,
this 9th day of Nov., 1989.

John G. Cannon
Notary Public, State of Texas

John G. Cannon
Name printed or typed

My commission expires: 3/3-81



pc4/wp:FIRS201.ord

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The Commissioners' Court of the County of Fort Bend Texas, convened in SPECIAL SESSION AT A REGULAR MEETING OF SAID COURT, open to the public, on the 13th day of November, 1989, 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 E. Stavinocha	County Judge
Bud O'Shields	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 APPOINTING DIRECTOR FOR FIRST COLONY LEVEE
IMPROVEMENT DISTRICT NO. 2 OF FORT BEND COUNTY, TEXAS

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

AYES: All present

NOES: None

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

pc4/wp:FIRS201.ord

ORDER APPOINTING DIRECTOR FOR
FIRST COLONY LEVEE IMPROVEMENT DISTRICT NO. 2
OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, by Order duly adopted by the Commissioner's Court of Fort Bend County, Texas on the 7th day of October, 1985, the Commissioners' Court of Fort Bend County, Texas, acting under the authority of Article XVI, Section 59, Texas Constitution and Title 4, Chapter 57, Texas Water Code, as amended, created First Colony Levee Improvement District No. 2 of Fort Bend County, Texas (the "District"); and

WHEREAS, by Order duly adopted by the Commissioners' Court of Fort Bend County, Texas on the 7th day of October, 1985 the Commissioners' Court of Fort Bend County, Texas, acting under the authority of Article XVI, Section 59, Texas Constitution and Title 4, Chapter 57, Texas Water Code, as amended, appointed George L. Houghton, Jr., Harold Dodd and Thomas E. Moody as directors of the District; and

WHEREAS, George L. Houghton has resigned as a director of the District leaving a vacancy on the board of directors of the District and Section 57.053 of the Texas Water Code, as amended, provides that a vacancy on the board shall be filled by majority vote of the Commissioners' Court; and

WHEREAS, the Commissioners' Court finds that Lawrence P. Mosher is a qualified property taxpaying elector of Fort Bend County, Texas, and is eligible under the constitution and laws of the State of Texas to serve as a member of the Board of Directors of the District; and

WHEREAS, the bond and oath of office of Lawrence P. Mosher were presented to the Court and were found to be in proper form and properly executed and should be entered in the records of the County Clerk and retained in the County Clerk's files;

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

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

Section 2: Lawrence P. Mosher is hereby appointed as a director to fill the vacancy left by the resignation of George L. Houghton, Jr. on the Board of Directors for First Colony Levee Improvement District No. 2 of Fort Bend County, Texas, to serve in

pc4/wp:FIRS201.ord

AS PER ORIGINAL

that capacity for the ^{4 yr.} ~~lawful~~ term of office or until his successor shall be appointed and qualified.

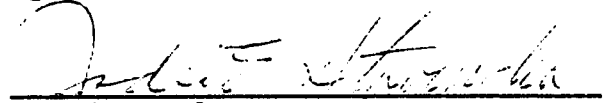
Section 3: The bond and oath of office for Lawrence P. Mosher are hereby approved in all respects.

Section 4: The Clerk of the Fort Bend County Commissioners' Court shall enter the aforementioned bonds and oaths of office in the records of her office and retain the same in her files.

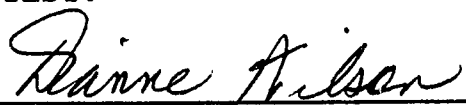
Section 5: The County Judge is authorized to execute and the County clerk to attest this Order on behalf of the Court.

Section 6: A copy of this Order shall be recorded in the minutes of this Court.

PASSED AND ADOPTED this 13th day of November, 1989.


County Judge

ATTEST:


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

(SEAL)

pc4/wp:FIRS201.ord

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 attached and foregoing is a true and correct copy of an Order Appointing Director For First Colony Levee Improvement District No. 2 of Fort Bend County, Texas, which order was passed and adopted by the Fort Bend County Commissioners' Court on the 13th day of November, 1989, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Order, all as same appears of record in the minutes of said Court and on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, this ____ day of _____, 1989.

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

(SEAL)

40 0394

KNOW ALL MEN BY THESE PRESENTS:

Notary Public, The State of Texas



FIDELITY AND DEPOSIT COMPANY OF MARYLAND
FIDELITY AND DEPOSIT COMPANY

HOME OFFICES: BALTIMORE, MD. 21203

10

0395

AS PER ORIGINAL

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the FIDELITY AND DEPOSIT COMPANY, corporations of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2 of the respective By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint Robert S. Winter, Harry A. Peyton, Deborah Fiege, John C. Smeck, Jr. and Christina D. Thompson, all of Houston, Texas, EACH, the true and lawful agent and Attorney-in-Fact of each, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings...EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the respective Companies at their offices in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Robert S. Winter, etal, dated, April 28, 1987.

IN WITNESS WHEREOF, the said Vice-Presidents and Assistant Secretaries have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY this 31st day of March, A.D. 1988.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



C W Robbins
Assistant Secretary

By

C M Pecot, Jr.
Vice-President



FIDELITY AND DEPOSIT COMPANY

C W Robbins
Assistant Secretary

By

C M Pecot, Jr.
Vice-President

STATE OF MARYLAND /
CITY OF BALTIMORE } SS:

On this 31st day of March, A.D. 19 88, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-Presidents and Assistant Secretaries of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY, to me personally known to be the individuals and officers described herein and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Baltimore the day and year first above written.



Carol J. Fader
Notary Public

My commission expires July 1, 1990

CERTIFICATE

I, the undersigned Assistant Secretary of the FIDELITY AND DEPOSIT OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-Presidents who executed the said Power of Attorney were Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the FIDELITY AND DEPOSIT COMPANY.

This certificate may be signed by facsimile under and by authority of resolutions of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969 and of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY at a meeting duly called and held on the 2nd day of November, 1978.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, whenever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 19____.

170-3111

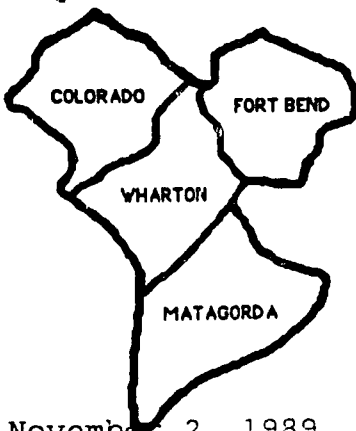
Christopher T. Maddox
Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."



Riceland Regic Mental Health Au

P.O. Box 869
3007 North Richmond Road
Wharton, TX 77488
(409) 532-3098

November 2, 1989

Gus George, Sheriff
Fort Bend County
1410 Ransom Road
Richmond, Texas 77469

Attn: Captain Thomas J. Sparkman

Dear Sheriff George:

Although we have been operating on a verbal month to month agreement during September and October, we need to get on with the renewal of our Mental Health Unit Contract. Attached is our revised contract proposal which I believe will incorporate the changes I discussed with Captain Sparkman last week. Changes appear in Paragraph I (the last sentence is added), Paragraph II, Paragraph IV and Paragraph XI is added to replace the addendum of last year. Please call me if you have any problems with this language.

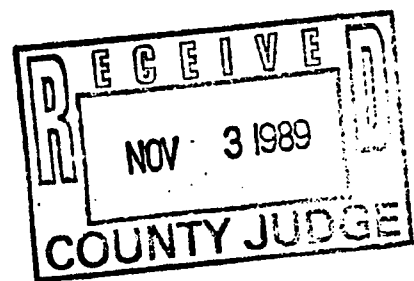
If all is agreeable, I suggest submission to the Commissioner's Court for approval at the earliest possible date.

Sincerely,

Bascom L. Hodges
Executive Director

BLH:md
Enclosure

cc: v Honorable Jodie E. Stavinoha
Lt. Don Martin, Fort Bend County Sheriff's Office



STATE OF TEXAS
COUNTY OF FORT BEND

40 0398

AGREEMENT

The parties to this agreement are the Riceland Regional Mental Health Authority, hereinafter called "Authority" and the Fort Bend County Sheriff Department, hereinafter called "Sheriff".

I

The purpose of this agreement is for the parties to cooperate in the establishment and operation of a Mental Health Unit within the Sheriff Department which will provide Crisis Intervention Services including a Crisis Hotline, 24-Hour Emergency Screening and Assessment and Transportation.

When fully implemented, the Mental Health Unit will consist of one Sergeant and four Deputies all of whom will have special training in the handling of mentally disturbed persons. The number and rank of these officers is subject to renegotiation at any time on request of either party.

II

Selection of the above named officers and their replacements will be by mutual agreement of the parties. Hiring and firing shall be the sole responsibility of the Sheriff.

Authority shall reimburse Sheriff for the cost of salaries and the standard county employee benefits. Reimbursement shall be monthly based upon a statement of actual costs certified by the County Auditor. Authority shall provide all training and supervision pertaining to Mental Health work.

Authority shall also provide appropriate training and ongoing consultation to Sheriff's Dispatchers in order to assist them in the handling of crisis calls.

IV

Sheriff shall provide one (1) Sergeant and four (4) full time Deputies to staff the Mental Health Unit so that one officers is on duty during every shift every day. Sheriff shall provide for such training and supervision as he deems necessary and proper for these officers.

V

Sheriff shall also provide Emergency/Crisis Hotline service VIA a toll free 800 number (or equivalent) manned by Sheriff's Dispatchers 24 hours per day, every day. This number will be provided VIA taped message to after hours callers by the Fort Bend County Mental Health Clinic and is intended for the use of Fort Bend County callers only.

Sheriff shall provide all necessary vehicles and communication equipment required to handle crisis intervention and transportation.

VII

Sheriff shall provide for the transportation of disturbed persons as ordered by the Fort Bend County Courts and/or requested by the Authority. This includes transportation to State Hospital from Fort Bend County regardless of the patient/client county of origin.

VIII

All officers assigned to the Mental Health Unit shall give first priority to assisting the Authority and to the Fort Bend County Courts in handling the mentally disturbed. Only major disasters of life threatening situations may pre-empt this duty.

IX

The Sheriff or his designee and the Authority's Executive Director or his designee shall develop specific job descriptions and performance measures for the Mental Health Unit and shall periodically evaluate the performance of the Unit and the individual members thereof.

Authority Funds expended under this agreement shall not exceed \$165,000.

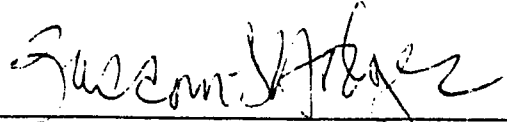
This agreement shall be in effect on September 1, 1989 through August 31, 1990 but may be terminated by either party upon giving thirty (30) days advance notice to the other party of the intent to terminate.

XI

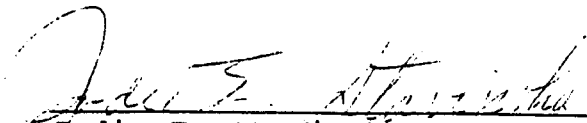
Sheriff agrees to maintain confidentiality of all Texas Department of Mental Health and Mental Retardation clients' identification, records and enrollment information and not to disclose such identification, records of information except as specifically authorized by law or by the Authority and the client in accordance with the Commissioner's Rules Chapter 403, Subchapter K governing client-identifying information.

Approved this _____ day of _____, 1989.

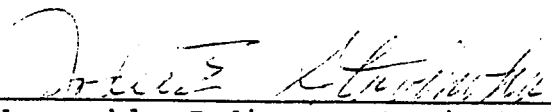
Gus George, Sheriff
Fort Bend County, Texas



Bascom L. Hodges, Executive Director
Riceland Regional Mental Health Authority



Jodie E. Stavino
County Judge for Fort Bend
County Commissioner's Court



Honorable Jodie E. Stavino
Chairman, Board of Trustees
Riceland Regional Mental Health Authority

16. CONSIDER APPOINTING COMMITTEE TO STUDY RADIO COMMUNICATION NEEDS IN FORT BEND COUNTY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to appoint the following to study radio communication needs in Fort Bend County: (Recorded in minutes in full)

Rick Robertson - EMS (chairman)
 Lt. Milton Ray - Sheriff's Dept. (vice chairman)
 Hal Werlein - Constable Pct. #4 (vice chairman)
 Manual Zamora - Pct. #1 Commissioner's office
 Stephen Stoneham - Pct. #2 Commissioner's office
 Tim Hazelrig - Pct. #3 Commissioner's office
 Marc Grant - Pct. #4 Commissioner's office
 Allen Mutchler - District Attorney's office
 Gary Tilton - Fire Marshall
 Mel Speed - Emergency Management
 John Hammett - Purchasing Department
 Cindi Reeves - Animal Control
 Ron Drachenberg - Engineering Dept.
 A representative from Drainage District

17. APPROVE PLATS FOR LILLIAN M. LEE TRACT A & THE GROVE, SEC. 11, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Lillian M. Lee Tract A & The Grove, Sec. 11, Pct. 4. Tax statements and Letter of Credit for The Grove, Sec. 11 were presented to Court. (Recorded in minutes in full)

18. CONSIDER APPLICATION FROM ADDICKS SERVICES INC. TO INSTALL SEWER & WATER LINES UNDER COLONEL COURT DR., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Addicks Services Inc. to install sewer & water lines under Colonel Court Dr., Pct. 4. (Recorded in minutes in full)

19. CONSIDER APPROVING ADDITIONAL AMOUNT OF \$30.46 TO MCBRIDE-RATCLIFF FOR THE THREE LANDFILL MONITORING WELLS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve additional amount of \$30.46 to McBride-Ratcliff for the three landfill monitoring wells.

20. 10:00 A.M.-HOLD PUBLIC HEARING ON PETITION FOR BOND ELECTION WITHIN FORT BEND COUNTY ROAD DISTRICT #1, AND CONSIDER TAKING ACTION:

Robert Randolph discussed the purpose of this hearing.

No public comments.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to adopt the Order Calling a Bond Election for Fort Bend County Road District No. 1 on January 20, 1990. (Recorded in minutes in full)

21. PRESENTATION OF PROCLAMATION FOR 'LITERACY WEEK':

Proclamation signed to proclaim November 13-20 "Open the Door to Literacy Week".



STATE OF TEXAS COUNTY OF FORT BEND

Emergency Medical Services 40 0403

Rosenberg, Texas 77471

Emergency (713) 342-2100

Office (713) 342-7233

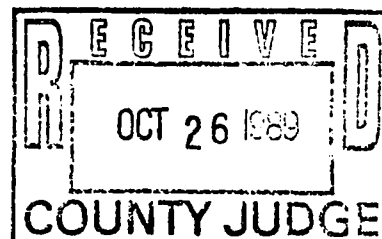
DANIEL KOSLER
Director

1985 BLS SERVICE OF THE YEAR
1987 ALS SERVICE OF THE YEAR

JOE KACAL
Assistant Director

October 24, 1989

Judge Jodie Stavinoha
Office of the County Judge
Fort Bend County
500 Jackson
Richmond, Texas 77469



Dear Judge Stavinoha:

Due to numerous problems experienced with our county radio communication systems, it is recommended that a study committee be formed to address the following issues:

- * Current communication problems and needs of the radio users within the County.
- * Available options and possible solutions to alleviate current communications problems.
- * Systems capabilities, cost analysis and time restraints associated with implementation of the various systems evaluated.
- * Ascertain future radio communication needs within the County.

It is further recommended that the committee be comprised of the following individuals:

- | | |
|---------------------|---------------------------------------|
| 1. Rick Robertson | Emergency Medical Services (Chairman) |
| 2. Lt. Milton Ray | Sheriff's Department (Vice Chairman) |
| 3. Hal Werlein | Pct-4 Constable (Vice Chairman) |
| 4. Manual Zamora | Pct-1 Commissioner's Office |
| 5. Stephen Stoneham | Pct-2 Commissioner's Office |
| 6. Tim Hazelrig | Pct-3 Commissioner's Office |
| 7. Marc Grant | Pct-4 Commissioner's Office |
| 8. Allen Mutchler | District Attorney's Office |
| 9. Gary Tilton | Fire Marshal |
| 10. Mel Speed | Emergency Management |
| 11. John Hammett | Purchasing Department |
| 12. Cindi Reeves | Animal Control |
| 13. Ron Drachenberg | Engineering Department |
| 14. | Drainage District |

Judge Jodie Stavinoha
October 24, 1989
Page 2


40 0404

While not all county departments are represented by a member on this committee, it will be one duty of the committee to coordinate with all county departments to address their individual needs for radio communications.

Respectfully submitted,



S.H. (Hal) Werlein
Constable, Precint 4



Rick Robertson
Communications Supervisor
Emergency Medical Services

**American General
Investment Corporation**

PO. Box 1375 • Houston, Texas 77251 • 713-522-1111

October 25, 1989

AS PER ORIGINAL

#17 THE GROVE
Sec. 11
FILED 40 0405

89 NOV 14 AIO:59
A Subsidiary of
American General Corporation

Fort Bend County Judge Jodie E. Stavinoha
or his successors in office
Richmond, Texas 77469

Shane Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

Irrevocable Letter of
Credit No. 52

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Pecan Grove Associates, for a sum or sums, not to exceed in the aggregate, the amount of two hundred two thousand five hundred dollars Dollars (\$202,500), in U.S. Dollars, available by your draft at sight drawn on us, to be accompanied by an affidavit from Fort Bend County Judge Jodie E. Stavinoha, or his successors in office, stating one of the following:

1. "The undersigned, _____, hereby certifies to American General Investment Corporation, as the issuer of Letter of Credit No. 52 dated October 30, 1989, in the amount of two hundred two thousand five hundred Dollars (\$202,500), that Pecan Grove Associates has failed to build and/or maintain roads and/or drainage facilities of The Grove Section 11, in accordance with the Subdivision Regulations of Fort Bend County, Texas prior to the roads being accepted for permanent maintenance by Fort Bend County and, by virtue of such failure, Beneficiary is entitled to receive funds in the amount of _____ (\$ _____)".
2. "The undersigned, _____, hereby certifies to American General Investment Corporation, as issuer of Letter of Credit No. 52, dated October 30, 1989, in the amount of two hundred two thousand five hundred Dollars (\$202,500), that Pecan Grove Associates has delivered notice of intent to not automatically renew Letter of Credit No. 52 for a period no less than one year from the present expiration date and, by virtue of said delivery and notification, beneficiary is entitled to receive funds equal in amount to the undrawn balance on this Letter of Credit such amount being _____ Dollars (\$ _____)".



It is the condition of this Letter of Credit that it shall be automatically renewed for a period no less than one year from the present or each future expiration date, unless at least 30 days prior to such date we, the Issuer, shall notify Fort Bend County Judge Jodie E. Stavinoha or his successors in office that we elect not to renew this Letter of Credit for such additional periods.

Partial drawings on this Letter of Credit are permitted.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements, or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

Any draft drawn under this Letter of Credit must be marked "Drawn under the Letter of Credit No. 52, dated October 30, 1989 issued by American General Investment Corporation. All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation at our counters on or before October 30, 1990.

American General Investment Corporation
Issuing Organization

By: Don R. Clapsaddle

Name: Don R. Clapsaddle

Title: Vice President

By: W. G. Orr

Name: W. G. Orr

Title: Vice President

89-247

APPROVED	
AS TO CONTRACT COMPLIANCE	
PER SPN NO. 132	
LAW DEPARTMENT	
A G I C	
CONTROL NO.	289-419
DATE	10/24/89
SIGNED	W. G. Orr

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 13th day of November, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Addicks Services, Inc. dated 11/1/89, permit no. 81101 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Lutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Dreehberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Clida Koster
Deputy

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

Appl. # 81101

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

Karl E. Baker
Karl E. Baker, P.E.
Assistant Engineer
Nov 6, 1989
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
(To be Submitted in Quintuplicate)

40

0409

TO COUNTY OF FORT BEND

PRECINCT NO. 4PERMIT NO. 01101

Formal notice is hereby given that ADDicks Services
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
#1 Colonel Court	223' NORTH DROWN SOUTH + Colonel Court	38'	X
#2 "	355' NORTH OLD SOUTH + Colonel Court	40'	X
#3 "	501' NORTH OLD SOUTH + Colonel Court	40'	X

* See ATTACHED SHEET

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

WATER & SEWER SERVICES TO SERVE GROVE SECTION 11

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: ADDicks Services Inc.

AGENT and/or OWNER

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

Bubba Mullins
(Signature)

NAME & TITLE

BUBBA MULLINS
(Please Print)

DATE: 11-1-89ADDRESS: 20435 FM 1093

(Street/P.O. Box)

Richmond
City

Tx
State

77469
Zip

TELEPHONE NO: 341-6645

40

0410

#4 Colonel Cart Dr 608' North of Old South + Colonel Cart 40' Bore

#5 " 645' " 40' Bore

#6 " 838' " 55' Bore

#7 " 931' " 52' Bore

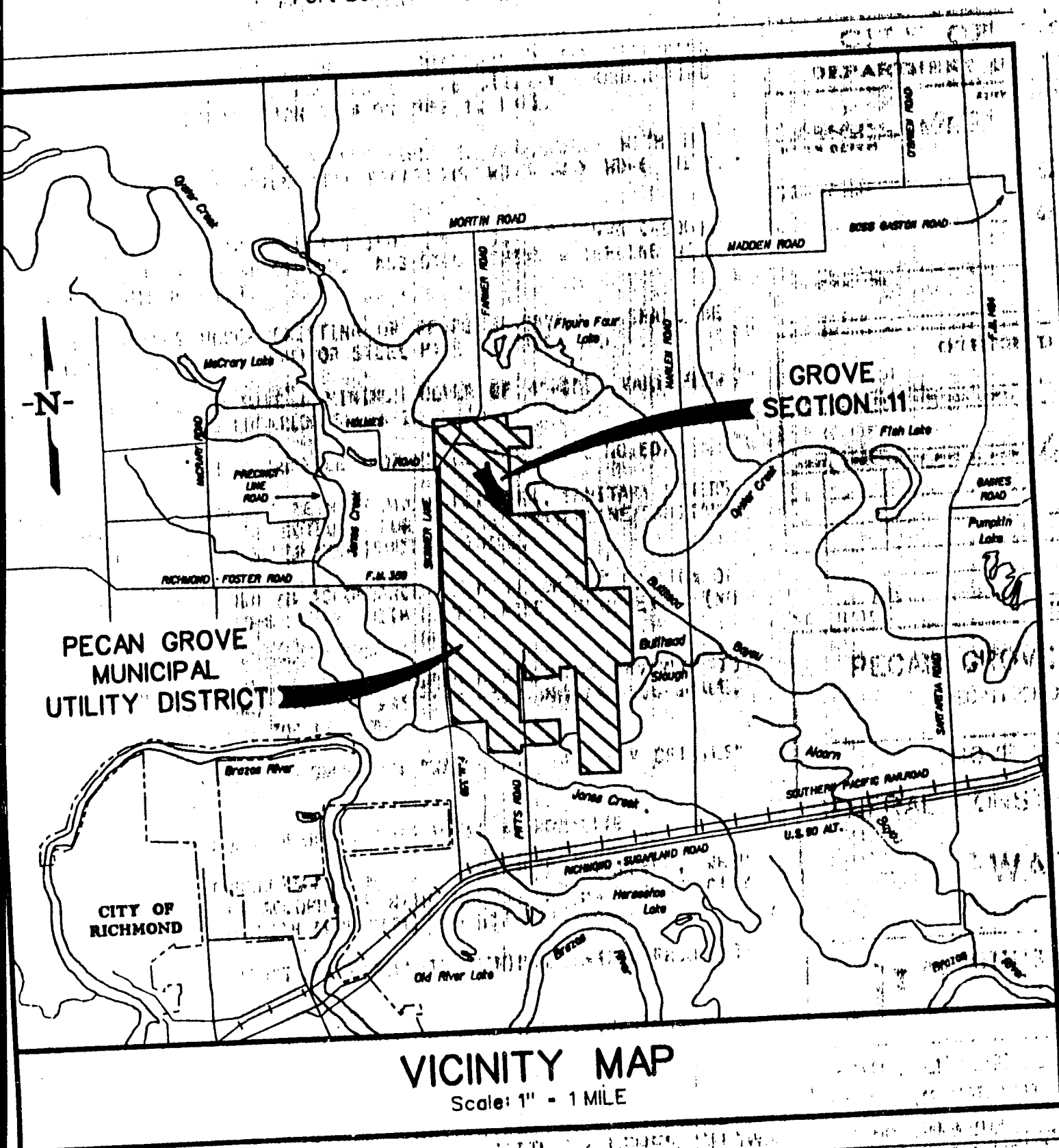
AS PER ORIGINAL

FORT BEND COUNTY

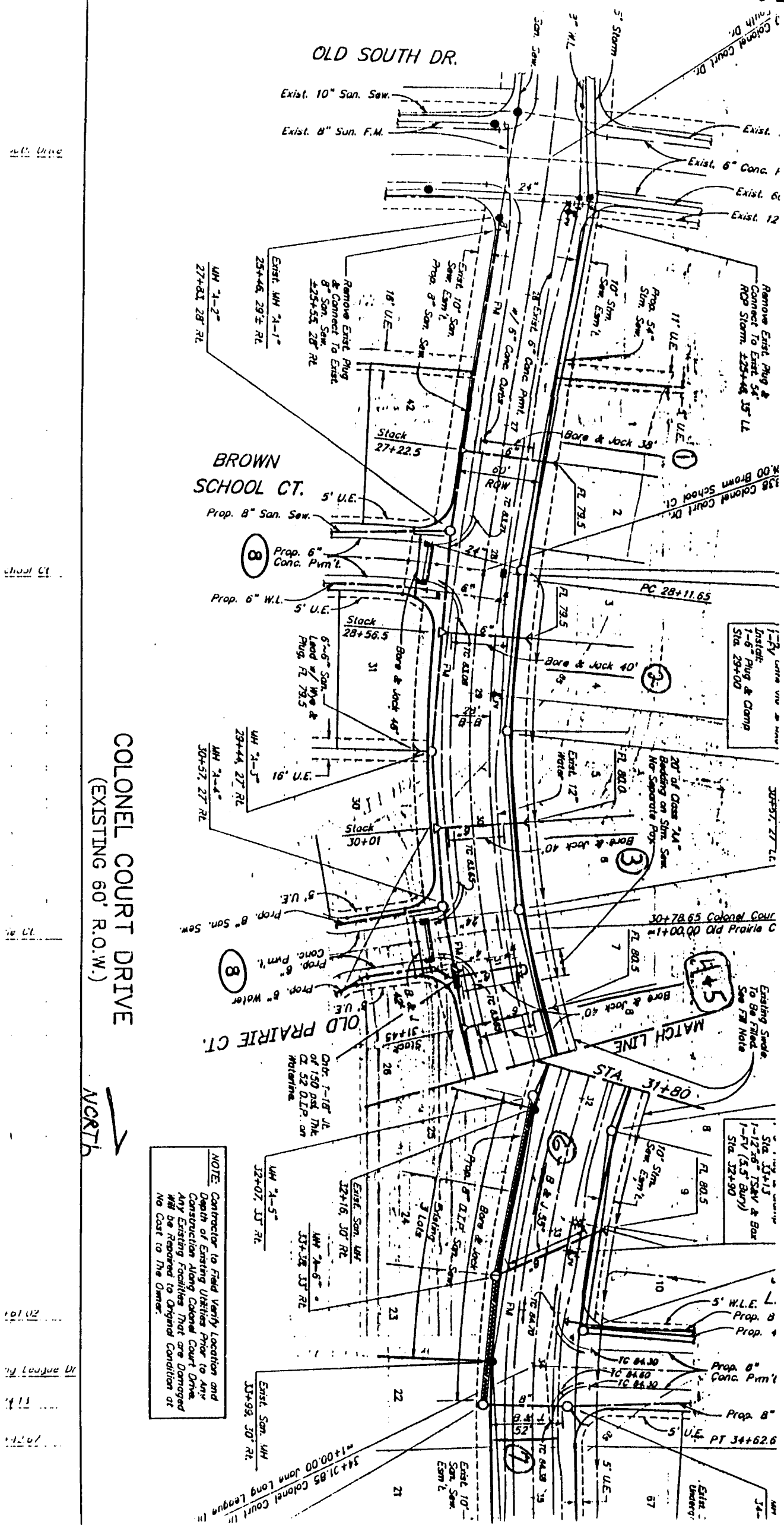
Ronald D. Drachenberg
 Ronald D. Drachenberg, P.E.
 Fort Bend County Engineer

10-18-89

Date



KEY MAP NO. 566-E
 LAMBERT-NO. 4531(260) - A
 4552(261) - C



THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County convened in regular session at a regular term of said Court, open to the public, on the 13th day of November, 1989, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinocha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except none

Whereupon, among other business, the following was transacted at said meeting:

ORDER OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, CALLING A BOND ELECTION FOR FORT BEND COUNTY ROAD DISTRICT NO. 1 OF FORT BEND COUNTY, TEXAS, A BODY CORPORATE OF SAID COUNTY; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSE OF THIS ORDER

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 adopted; and, after due discussion, the motion, carrying with it the adoption of the order, prevailed and carried by the following vote:

AYES: 5
NOES: 0

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

ORDER OF THE COMMISSIONERS COURT OF FORT BEND COUNTY,
TEXAS, CALLING A BOND ELECTION FOR FORT BEND COUNTY ROAD
DISTRICT NO. 1 OF FORT BEND COUNTY, TEXAS, A BODY
CORPORATE OF SAID COUNTY; MAKING PROVISIONS FOR THE
CONDUCT OF THE ELECTION; AND OTHER PROVISIONS INCIDENT
AND RELATED TO THE PURPOSE OF THIS ORDER

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

RECITALS

A petition signed by a majority of the qualified voters of Fort Bend County Road District No. 1 of Fort Bend County, Texas (the "District") has heretofore been presented to Commissioners Court (the "Court") requesting a hearing on the question of calling a bond election in the District and the Court ordered that a hearing be held at 10:00 a.m. on the 13th day of November, 1989.

Due notice that a hearing on the petition would be held has been given by posting and by publication.

All persons desiring to appear and be heard on the question of calling such election have been heard and their testimony duly considered.

It is hereby found and determined that the proposed improvements to be provided by the District will benefit all of the taxable property in the District in that such property currently has limited access to other roadways, that the proposed improvements will provide access to State Highway 6 and Beltway 8, and that such access will materially increase the value of the land located in the District.

This Court deems it advisable to call an election on the question of whether this Court shall be authorized to issue bonds of the District for the purpose hereinafter stated and hereby grants the petition.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1: That an election be held in the District on the 20th day of January, 1990, which date is the next uniform election date authorized by Section 41.001, Texas Election Code, at which election the following proposition shall be submitted:

PROPOSITION I

SHALL THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, ("COMMISSIONERS COURT") BE AUTHORIZED TO ISSUE AND SELL AT ANY PRICE OR PRICES THE BONDS OF FORT BEND COUNTY ROAD DISTRICT NO. 1 (THE "DISTRICT") IN ONE OR MORE ISSUES OR SERIES IN THE MAXIMUM AMOUNT OF \$4,500,000 MATURING SERIALLY OR OTHERWISE IN SUCH INSTALLMENTS AS ARE FIXED BY THE COMMISSIONERS COURT OVER A PERIOD OR PERIODS NOT TO EXCEED THIRTY YEARS FROM THEIR DATE OR DATES, BEARING INTEREST AT ANY RATE OR RATES NOT TO EXCEED THE MAXIMUM RATE NOW OR HEREAFTER AUTHORIZED BY LAW, ALL AS MAY BE DETERMINED BY THE COMMISSIONERS COURT FOR THE PURPOSE OF PURCHASING, CONSTRUCTING, ACQUIRING, OWNING, MAINTAINING, AND OPERATING PAVED ROADS AND TURNPIKES FOR THE DISTRICT, OR IN AID THEREOF, INCLUDING PAYMENT OF (1) THE COST OF ACQUISITION OF LAND FOR THE FORT BEND PARKWAY (THE "PARKWAY"), INCLUDING LAND FOR OUTFALL DRAINAGE AND STORM WATER DETENTION FACILITIES, OR FOR ENVIRONMENTAL MITIGATION, (2) PAYMENT OF FEES AND EXPENSES OF THE DISTRICT ASSOCIATED WITH LAND ACQUISITION, PUBLIC HEARINGS, ENVIRONMENTAL IMPACT STATEMENTS, LANDSCAPING, PRELIMINARY AND FINAL PLANS AND SPECIFICATIONS FOR THE PARKWAY, INCLUDING DRAINAGE AND STORM WATER DETENTION FACILITIES, OR FOR ENVIRONMENTAL MITIGATION, AND ALL OTHER FEES, EXPENSES, OR COSTS NECESSARY OR USEFUL IN THE DESIGN OF THE PARKWAY, OR TO SECURE THE COMMITMENT OF THE TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION TO CONSTRUCT THE INITIAL PHASE OF THE PARKWAY, (3) INTEREST DURING CONSTRUCTION OF THE PARKWAY, (4) FEES AND EXPENSES RELATING TO THE ISSUANCE OF THE BONDS, (5) OPERATING AND ADMINISTRATIVE EXPENSES OF THE DISTRICT, AND (6) OTHER FEES, EXPENSES, AND COSTS RELATING TO THE DISTRICT OR THE ACQUISITION OR CONSTRUCTION OF THE PARKWAY, INCLUDING LANDSCAPING, DRAINAGE OR STORM WATER DETENTION FACILITIES, OR ENVIRONMENTAL MITIGATION; AND TO PROVIDE FOR THE PAYMENT OF PRINCIPAL AND REDEMPTION PRICE OF AND INTEREST ON THE BONDS BY THE LEVY AND COLLECTION OF A SUFFICIENT TAX UPON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, ALL AS AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS; PROVIDED, FURTHER, HOWEVER, THAT THE RIGHT-OF-WAY OF THE PARKWAY SHALL ABUT THE WEST LINE OF THE G. T. BARRON TRACTS, SAME BEING THE EAST LINE OF THE FIRST ASSEMBLY OF GOD OF STAFFORD TRACT, LOCATED IN THE H. SHROPSHIRE SURVEY, ABSTRACT 313, FORT BEND COUNTY, TEXAS.

Section 2: That paper ballots shall be used for this election and the ballots shall be prepared in accordance with the Texas Election Code, so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid proposition which shall be set forth on said ballots in substantially the following form:

OFFICIAL BALLOT

[]	FOR A FAVOR DE	) )	THE ISSUANCE OF \$4,500,000 BONDS AND THE LEVYING OF THE TAX IN PAYMENT THEREOF.
[]	AGAINST EN CONTRA DE	) )	LA EMISION DE \$4,500,000 EN BONOS Y EL GRAVAMEN DE LOS IMPUESTOS PARA EL PAGO.

Each voter shall vote on the proposition by placing an "X" in the square beside the statement indicating the way he wishes to vote.

Section 3: That the boundaries of the District heretofore established by this Court are hereby designated as and shall constitute one election precinct and the following are hereby appointed officers of said election:

Beverly Ann Barron, Presiding Judge

Frances Annoot, Alternate Presiding Judge

The Presiding Judge may appoint two (2) qualified clerks to serve and assist in holding said election.

On election day the polls shall be open from 7:00 a.m. until 7:00 p.m. The polling place shall be 3028 Barron Lane, Missouri City, Texas 77489.

Absentee voting shall be conducted by the County Clerk, and the

Fort Bend County Clerk's Office
Room 100
301 Jackson Street
Richmond, TX 77469

is designated as the place for absentee voting for said election.

Absentee voting in the election by personal appearance shall begin on the 20th day preceding the election and shall continue through the 4th day preceding the election. The County Clerk shall keep the absentee voting place open from 8:00 a.m. to 4:30 p.m. on

each day for absentee voting which is not a Saturday, a Sunday, or an official State holiday. The absentee voting clerk's mailing address to which ballot applications and ballots to be voted by mail may be sent is set forth above.

Section 4: All resident qualified electors of the District shall be permitted to vote at said election. The manner of holding and conducting said election shall be governed by the Texas Election Code of the State of Texas regulating general elections, except as modified by the provisions of Article 6702-1, Vernon's Texas Civil Statutes, as amended, and, as may be required by law. Returns of the election shall be made to the Commissioners Court.

Section 5: The County Clerk and Ex-Officio Clerk of the Commissioners Court shall issue notice of such election and shall post same or cause the same to be posted at five (5) public places in Fort Bend County not later than the twenty-first (21st) day before the date of such election. One (1) copy of such notice shall be posted on the Courthouse door, one (1) copy on the bulletin board used for posting notices of meetings of the Fort Bend County Commissioners Court, and the remaining three (3) copies of such notice shall be posted in public places within the boundaries of the proposed District.

Section 6: Further notice of the election shall be given by publishing one (1) time in a newspaper of circulation in Fort Bend County not earlier than the thirtieth (30th) day or later than the tenth (10th) day before the election.

Section 7: A copy of this Order shall be recorded in the minutes of this Court.

Section 8: Sufficient written notice of the date, hour, place, and subject of the meeting of Commissioners Court at which this Order was adopted was posted for the time required by law preceding this meeting and such meeting was open to the public as required by law and at all times during which this Order and the subject matter thereof were discussed, considered, and formally

acted upon, all as required by the Open Meetings Act, Texas Civil Statutes Annotated, Article 6252-17, as amended.

PASSED AND APPROVED this 13th day of November, 1989.

ATTEST:

/s/ Dianne Wilson

/s/ Jodie E. Stavinoha

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

Jodie E. Stavinoha
County Judge

(SEAL)

ORDEN DE LA CORTE DE LOS COMISIONADOS DEL CONDADO DE FORT BEND, TEXAS, QUE LLAMA A UNA ELECCION PARA EL DISTRITO DE CAMINOS NO. 1 DEL CONDADO DE FORT BEND, UNA CORPORACION DE DICHO CONDADO; QUE TOMA LAS PROVISIONES PARA CONDUCIR LA ELECCION Y OTRAS PROVISIONES INCIDENTALES Y RELACIONADAS CON EL PROPOSITO DE ESTA ORDEN.

EL ESTADO DE TEXAS §

CONDADO DE FORT BEND §

RELACIONES

Se ha presentado a la Corte de los Comisionados (la "Corte") una petición firmada por una mayoría de los votantes calificados del Distrito de Caminos No. 1 del Condado de Fort Bend solicitando una audiencia sobre el asunto de llamar a una elección para bono en el Distrito y la Corte ha ordenado que se celebre una audiencia a las 10:00 A.M. del día 13 de Noviembre de 1989.

Se ha dado el aviso debido de que se realizará una audiencia sobre la petición mediante su exhibición y publicación.

Todas las personas que deseen comparecer y hacerse oír sobre el asunto de llamar a tal elección, se las ha oído y sus testimonios se consideraron debidamente.

Por el presente se ha resuelto y determinado que las mejoras propuestas que deberá proveer el Distrito beneficiarán a todas las propiedades imponibles del Distrito, en el sentido que tales propiedades actualmente tienen acceso limitado a otros caminos, que las mejoras propuestas proveerán acceso a la Carretera Estatal 6 (Highway 6) y al Anillo Periférico 8 (Beltway 8), y que tal acceso aumentará físicamente el valor de las tierras ubicadas en el Distrito.

Esta Corte considera que es aconsejable llamar a una elección sobre el asunto de que si quedará autorizada esta Corte para emitir bonos del Distrito con el fin expresado más adelante en el presente, y por el presente aprueba la petición.

POR LO TANTO, LA CORTE DE LOS COMISIONADOS DEL CONDADO DE FORT BEND, TEXAS, ORDENA, DECIDE Y DECRETA QUE:

Sección 1: Que se realizará una elección en el Distrito el día 20 de Enero de 1990, la cual es la próxima fecha uniforme de elección autorizada por la Sección 41.001, del Código de Elecciones

de Texas, elección en la cual se presentará la siguiente proposición:

PROPOSICION I

QUEDARA AUTORIZADA LA CORTE DE LOS COMISIONADOS DEL CONDADO DE FORT BEND, TEXAS ("LA CORTE DE LOS COMISIONADOS") PARA EMITIR Y VENDER A CUALQUIER PRECIO O PRECIOS, LOS BONOS DEL DISTRITO DE CAMINOS DE FORT BEND NO. 1 (EL "DISTRITO") EN UNA O MAS EMISIONES O SERIES POR LA CANTIDAD MAXIMA DE \$4,500,000 CON VENCIMIENTO POR SERIE O DE OTRA FORMA, EN TALES CUOTAS COMO LAS FIJEN LA CORTE DE LOS COMISIONADOS, EN UN PERIODO O PERIODOS DE TIEMPO QUE NO EXCEDAN TREINTA AÑOS DESDE SU FECHA O FECHAS, CON UN INTERES A UNA TASA O TASAS QUE NO EXCEDAN LA TASA MAXIMA PERMITIDA POR LA LEY AHORA O DE AHORA EN ADELANTE, TODO SEGUN LO DETERMINE LA CORTE DE LOS COMISIONADOS PARA LOS FINES DE COMPRAR, CONSTRUIR, ADQUIRIR, POSEER, MANTENER Y OPERAR CAMINOS PAVIMENTADOS Y CARRETERAS DE PEAJE PARA EL DISTRITO, O EN ASISTENCIA AL MISMO, INCLUYENDO EL PAGO DE (1) EL COSTO DE ADQUISICION DE LA TIERRA PARA LA AVENIDA PRINCIPAL DE FORT BEND (LA "AVENIDA PRINCIPAL"), INCLUYENDO LA TIERRA PARA EL DRENAJE DE DESCARGA Y LAS INSTALACIONES DE DETENCION DEL AGUA PLUVIAL, (2) PAGO DE LOS HONORARIOS Y GASTOS DEL DISTRITO ASOCIADOS CON LA ADQUISICION DEL TERRENO, LAS AUDIENCIAS PUBLICAS, LAS DECLARACIONES DEL IMPACTO AMBIENTAL, ADORNOS DEL PAISAJE, PLANOS PRELIMINARES Y FINALES Y LAS ESPECIFICACIONES PARA LA AVENIDA PRINCIPAL INCLUYENDO EL DRENAJE Y LAS INSTALACIONES DE DETENCION DE AGUAS PLUVIALES Y LA MITIGACION AMBIENTAL, Y TODOS LOS OTROS HONORARIOS, GASTOS O COSTOS NECESARIOS O UTILES PARA EL DISEÑO DE LA AVENIDA PRINCIPAL, O PARA ASEGURAR EL COMPROMISO DEL DEPARTAMENTO DE CARRETERAS Y TRANSPORTE PUBLICO DE TEXAS PARA CONSTRUIR LA FASE INICIAL DE LA AVENIDA PRINCIPAL, (3) EL INTERES DURANTE LA CONSTRUCCION DE LA AVENIDA PRINCIPAL, (4) HONORARIOS Y GASTOS RELACIONADOS CON LA EMISION DE LOS BONOS, (5) GASTOS ADMINISTRATIVOS Y OPERATIVOS DEL DISTRITO, Y (6) OTROS HONORARIOS, GASTOS Y COSTOS RELACIONADOS CON EL DISTRITO O LA ADQUISICION O LA CONSTRUCCION DE LA AVENIDA PRINCIPAL, INCLUYENDO EL ADORNO DEL PAISAJE, DRENAJE E INSTALACIONES DE DETENCION DE AGUAS PLUVIALES, O MITIGACION AMBIENTAL; Y PARA PROVEER AL PAGO DE LA SUMA PRINCIPAL Y EL PRECIO DE REDENCION Y EL INTERES DE LOS BONOS MEDIANTE EL GRAVAMEN Y LA RECAUDACION DE UN IMPUESTO SUFICIENTE SOBRE TODA

PROPIEDAD IMPONIBLE DENTRO DEL DISTRITO, TODO TAL COMO LO AUTORICEN LA CONSTITUCION Y LAS LEYES DEL ESTADO DE TEXAS; SIEMPRE Y CUANDO, ADEMAS, SIN EMBARGO, QUE LA SERVIDUMBRE DE TAL AVENIDA PRINCIPAL ESTE CONTIGUA A LA LINEA OESTE DEL TERRENO G.T. BARRON, EL MISMO SIENDO LA LINEA ESTE DEL TERRENO DE LA FIRST ASSEMBLY OF GOD DE STAFFORD, UBICADA EN EL CADASTRO H. SHROPSHIRE, ABSTRACTO 313, DEL CONDADO DE FORT BEND, TEXAS?

Sección 2: Que se usarán balotas de papel en esta elección y que las balotas se prepararán de acuerdo con el Código de Elecciones de Texas, de modo de permitir que los electores voten "A FAVOR" o "EN CONTRA" de la antedicha proposición, la cual se indicará en dichos votos básicamente de la siguiente forma:

BALOTA OFICIAL

[]	FOR	)	THE ISSUANCE OF \$4,500,000 BONDS AND THE
[]	A FAVOR	)	LEVYING OF THE TAX IN PAYMENT THEREOF.
[]	AGAINST	)	LA EMISION DE \$4,500,000 EN BONOS Y EL
[]	EN CONTRA	)	GRAVAMEN DE IMPUESTO PARA SU PAGO.

Cada votante votará por la proposición colocando una "X" en el cuadrado al lado de la frase que indica la forma en que desea votar.

Sección 3. Los límites del Distrito que se establecerán de aquí en adelante por este Corte se designan y se constituyen, por el presente, como un precinto electoral y las siguientes personas, por el presente, quedan nombradas como funcionarios de dicha elección:

Beverly Ann Barron, Juez Presidente

Frances Annoot, Juez Presidente Alterno

El Juez Presidente puede nombrar a dos (2) secretarios calificados para que actúen y asistan en la realización de tal elección.

El día de la elección, la votación quedará abierta desde las 7:00 A.M. hasta las 7:00 P.M. El lugar de la votación estará en el 3028 Barron Lane, Missouri City, Texas 77489.

La votación en ausencia la realizará el Secretario del Condado y

La Oficina del Secretario del Condado de Fort Bend
Sala 100
301 Jackson Street
Richmond, TX 77469

queda designada como el lugar para la votación en ausencia de dicha elección.

La votación en ausencia para la elección mediante presentación personal comenzará el día 20º antes de la elección y continuará hasta el día 4º antes de la elección. El lugar de la votación en ausencia estará abierto desde las 8:00 A.M. hasta las 4:30 P.M. de cada día para la votación en ausencia, siempre que no sea un sábado, domingo o un feriado estatal oficial. La dirección postal del secretario de los votantes ausentes donde se pueden solicitar los votos o donde se pueden enviar los votos por correo está indicada anteriormente.

Sección 4. En dicha elección se permitirá que voten todos los electores calificados residentes del Distrito. La forma de realizar y de conducir tal elección estará regida por el Código de Elecciones de Texas del Estado de Texas que reglamenta las elecciones generales excepto tal como esté modificado por la previsiones del Artículo 6702-1 de los Estatutos Civiles de Texas de Vernon, según su modificación, y según lo mande la ley. Los resultados de la elección se entregarán a la Corte de los Comisionados.

Sección 5: La Secretaria del Condado y la Secretaria Ex-Oficio de la Corte de los Comisionados emitirá el aviso de tal elección y exhibirá el mismo o hará que se exhiba en cinco (5) lugares públicos en el Condado de Fort Bend, a más tardar en el día vigésimo primero (21º) antes de la fecha de tal elección. Una (1) copia de tal aviso se exhibirá en la puerta de los Tribunales, una (1) copia se colocará en el cuadro de boletines que se usa para exhibir avisos de las asambleas de la Corte de los Comisionados del Condado de Fort Bend, y las tres (3) copias restantes de tal aviso se exhibirán en lugares públicos dentro de los límites del Distrito propuesto.

Sección 6: Se dará aviso adicional de la elección mediante la publicación por una (1) sola vez en un periódico de circulación en el Condado de Fort Bend no antes del trigésimo (30º) día ni después del décimo (10º) día antes de la elección.

Sección 7: Una copia de esta Orden se registrará en las actas de esta Corte.

Sección 8: Se ha dado suficiente aviso por escrito sobre la fecha, hora, lugar y tema de la reunión de la Corte de los Comisionados, en la cual se adoptó esta Orden y se exhibió por el tiempo que manda la ley antes de esta reunión y tal reunión estuvo abierta al público tal como lo manda la ley, y en todo momento durante el cual esta Orden y el tema de la misma fue discutida, considerada y se tomó acción formalmente sobre la misma, se realizó tal como lo requiere el Acto de las Sesiones Abiertas de los Anotados de los Estatutos Civiles de Texas, Artículo 6252-17, según fue modificado.

ADMITIDA Y APROBADA este día 13 de Noviembre de 1989.

TESTIGO:

/s/ Dianne Wilson

/s/ Jodie E. Stavinoha

Dianne Wilson
Secretaria del Condado y
Secretaria Ex-Officio de la
Corte de los Comisionados del
Condado de Fort Bend, Texas

Jodie E. Stavinoha
Juez del Condado

(SELLO)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court do hereby certify:

1. That the attached and foregoing is a true and correct copy of an order entitled:

ORDER OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, CALLING A BOND ELECTION FOR FORT BEND COUNTY ROAD DISTRICT NO. 1 OF FORT BEND COUNTY, TEXAS, A BODY CORPORATE OF SAID COUNTY; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSE OF THIS ORDER


adopted by said Commissioners Court at a meeting, open to the public, held on the 13th day of November, 1989, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said Commissioners Court on file in my office.

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

3. That the written notice of the date, hour, place, and subject of the meeting of the Commissioners Court, at which the foregoing Order 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 least seventy-two (72) hours prior to the meeting at which this matter was considered, in accordance with and pursuant to the requirements of Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 13 day of November, 1989.

(SEAL)



DIANNE WILSON, County Clerk
and Ex-Officio Clerk of
Commissioners Court

NOTICE OF PUBLIC HEARING
ON PROPOSED 1989 BUDGETS FOR FORT BEND COUNTY

The Commissioners Court of Fort Bend County will conduct a Public Hearing on the proposed 1990 Budgets for Fort Bend County and the Fort Bend County Drainage District. The public hearing will be held before the Commissioners Court at:

(Time) 2:00 p.m., Monday, December 4, 1989

(Place) Commissioners Courtroom, Jane Long Annex,
501 Jackson St., Richmond, Texas 77469

All interested persons have the right to give written and oral comments and to ask questions about the proposed budgets.

The proposed expenditures in the 1990 budgets are \$53,639,558.00.

The proposed 1989 budgets are on file for public inspection at the Office of the County Clerk, 301 Jackson Street, Richmond, Texas between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, beginning on November 27, 1989.

Version 4 Elkhorn
Fort Bend Co. Road District #1

AS PER ORIGINAL

10

0426

PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF FORT BEND,

On this the 6 day of November, A.D. 1989, personally appeared before the undersigned, a Notary Public in and for the State of Texas, Fred B. Hartman, Manager & Editor of The Fort Bend Mirror, a newspaper published at Missouri City, County of Fort Bend, State of Texas, who, being by me duly sworn, on oath, states that the advertisement, a true copy of which is hereto annexed, was published in said newspaper in one issue(s) thereof on the following

October 29

A.D. 1989.

Fred B. Hartman

Subscribed and sworn to before me, this
the 6 day of Nov. A.D. 1989.

Patricia A. Bender
Notary Public

employees tutor students in designated area. Employers grant one-two hours per week of release time to tutors to support the program.

☐ Scholarship investments — A way for businesses to aid students in need.

☐ Recognizing excellence — Business sponsorship of events that recognize exemplary achievements of students of teachers.

☐ C.E.O. class day — Business executives in Fort Bend and Harris counties spend time talking with selected principals, teachers and students.

The School-Business Partnership is hoping to expand its activities to include "drop-out prevention, and incentive and business mentorship programs targeted for 'at risk' and gifted students.

Among the local businesses on the program's general advisory council are: Fred Beeler of First National Bank of Missouri City; Dr. Rick Boyd, dentist; Burgess Buchanan of Texas Instruments; Robert Elson of Puffer-Sweiven; Freddie Geick of First Interstate Bank; Bill Griffin of BMC Software; Betsy Hansberry of Nalco Chemical Company; and Dodie Harris of Eco-Resources.

Also participating are Dr. Steven Harris of Harris Neck & Back Pain Clinic; Jack Hodson of the Chamber; Bill Jameson of Lichliter/Jameson & Associates, Inc.; Gayla Jones of Sugar Land Properties; Cheryl Knox of Polly Ryon Memorial Hospital; Bill Krocak

Hospital, and la misma la línea hacia
Addition de las dichas 33.8680
Marsha P.
Sylvia P.

De ahí, en dirección al
ocente, a lo largo de dicha
a al norte, al PUNTO DE
MIENZO y que contiene
3 acres de tierra (más o
menos).

(Los límites del Distrito
fue creado por un orden
la Corte de los Com-
mandos del Condado de
Bend, el 16 de Octubre
1989, contienen seis (6)
mos de excepción con un
de 111.095 acres que
excluidos del Distrito.
orden del 16 de Octubre
1989 se hace referencia a
descripción de las áreas
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P R O C L A M A T I O N

W H E R E A S, the Literacy Volunteers of Fort Bend County services undereducated adults in Fort Bend County; and

W H E R E A S, the mission of Literacy Volunteers of Fort Bend County is to provide Basic Reading and English instruction for area residents and act as advocates for all literacy efforts; and

W H E R E A S, Literacy Volunteers of Fort Bend County is a volunteer program using trained tutors in one to one tutoring sessions and has served over 300 adults in Fort Bend County in the last three years.

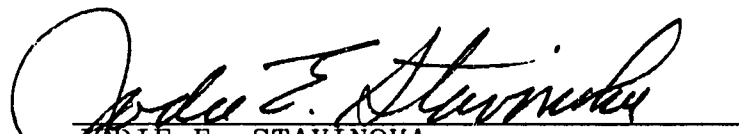
NOW, THEREFORE, I, JODIE E. STAVINOHA, COUNTY JUDGE OF THE COUNTY OF FORT BEND, TEXAS, do hereby proclaim the week of November 13-20, 1989 as

"OPEN THE DOOR TO LITERACY WEEK"

in Fort Bend County, Texas and urge all citizens to join with me in supporting the Open The Door Campaign for the common good and promising future of our great county.

IN WITNESS WHEREOF, I
have hereto set my
hand and caused the seal
of my office of County
Judge of Fort Bend
County, Texas to be
affixed this 13th
day of November, 1989.




JODIE E. STAVINOHA
COUNTY JUDGE

22. CONSIDER ADVERTISING FOR BIDS FOR HARDWARE & SOFTWARE FOR DATA PROCESSING DEPT.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for hardware and software for Data Processing Dept.

23. VOTE ON C.A.D. BOARD OF DIRECTORS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone until Wednesday, November 15, 1989 at 9:00 a.m.

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to cast 1278 votes for C.A.D. Board of Directors as follows and approve Resolution for Vote of Candidates to the C.A.D. Board of Directors.

	<u>Candidates:</u>	<u>Votes received:</u>
Precinct #1	James A. Baker	319
Precinct #2	James A. Baker	200
	Rebecca Junker	119
Precinct #3	Ferrell Hayes	171
	Kenneth Martindale	35
	Joe Workman	35
	Rebecca Junker	78
Precinct #4	Rebecca Junker	319
Judge Pro-Tem	Rebecca Junker	2

24. ADOPT RULES FOR MULTISTEP RFP ON INDIGENT HEALTH CARE BILLING SERVICES:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to adopt rules for multistep RFP on Indigent Health Care billing services. (Recorded in minutes in full)

25. ACCEPT OR REJECT THE FOLLOWING BIDS: (1) ONE OR MORE NEW POLICE PACKAGE VEHICLES FROM D.A.'S BID (#89-083); (2) JANITORIAL SUPPLIES (90-006); (3) PAPER & PLASTIC PRODUCTS (#90-007); (4) MOWING OF RIGHT-OF-WAYS (#90-008):

Accept or reject one or more new police package vehicles from D.A.'s bid:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to KNAPP CHEVROLET for one new police package vehicles in the amount of \$14,456.00 for Precinct #3. (Recorded in minutes in full)

Accept or reject bids for janitorial 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 AIRKEN for janitorial supplies for county in the amount of \$23.236. (Recorded in minutes in full)

Accept or reject bid for paper & plastic products:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to MORSE WHOLESALE for paper & plastic products in the amount of \$66.107. (Recorded in minutes in full)

R E S O L U T I O N

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, 1989; and

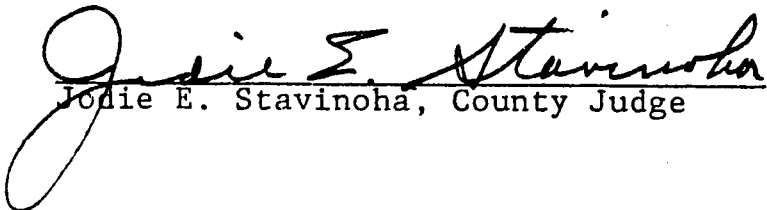
WHEREAS, THE Commissioners Court of Fort Bend County is entitled to 1,278 votes for directorships of the Fort Bend County Central Appraisal District.

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:

<u>CANDIDATES</u>	<u>VOTES CAST</u>
<u>JAMES A. BAKER</u>	<u>519</u>
<u>REBECCA JUNKER</u>	<u>518</u>
<u>FERRELL HAYES</u>	<u>171</u>
<u>KENNETH MARTINDALE</u>	<u>35</u>
<u>JOE WORKMAN</u>	<u>35</u>

PASSED AND APPROVED this 15th day of NOVEMBER, 1989.

FORT BEND COUNTY COMMISSIONERS COURT


Jodie E. Stavinoha, County Judge

ATTEST:


Dianne Wilson, County Clerk

OFFICIAL BALLOT

FORT BEND CENTRAL APPRAISAL DISTRICT
SELECTION OF BOARD OF DIRECTORS

23
40 0431

ISSUED TO: FORT BEND COUNTY

CANDIDATES:

----- BAKER, JAMES A.	NUMBER OF VOTES	<u>519</u>	RECEIVED
BARNIDGE, RALPH	NUMBER OF VOTES	_____	RECEIVED
CARMICHAEL, PATRICK MURRAY	NUMBER OF VOTES	_____	RECEIVED
FATHEREE, JAMES LOYD, JR.	NUMBER OF VOTES	_____	RECEIVED
HAYES, FERRELL	NUMBER OF VOTES	<u>171</u>	RECEIVED
HYNISON, KATHY	NUMBER OF VOTES	_____	RECEIVED
JOHNSTON, HARRIS H. JR.	NUMBER OF VOTES	_____	RECEIVED
JUNKER, REBECCA	NUMBER OF VOTES	<u>518</u>	RECEIVED
MARTINDALE, KENNETH	NUMBER OF VOTES	<u>35</u>	RECEIVED
ROBINSON, ALLEN	NUMBER OF VOTES	_____	RECEIVED
ROSE, GARY	NUMBER OF VOTES	_____	RECEIVED
SHOOK, CHARLES G.	NUMBER OF VOTES	_____	RECEIVED
WORKMAN, JOE	NUMBER OF VOTES	<u>35</u>	RECEIVED

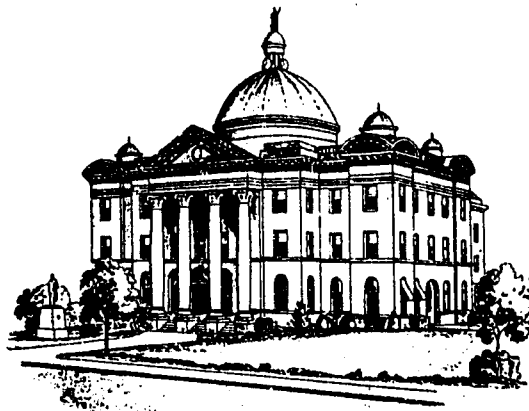
ISSUED UNDER MY HAND THIS 20TH DAY OF OCTOBER, 1989.



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, 1989.

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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0432

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

STATE OF TEXAS
COUNTY OF FORT BEND

November 8, 1989

Each Member
Commissioners Court
Fort Bend County, Texas

Subject: Indigent Health Care Billing RFP.

Gentlemen,

The new statute relating to alternative multistep competitive proposal procedures (Incl 2) makes reference to "rules adopted by the Commissioners Court".

Please find at Incl 1 the Rules I have developed and sincerely hope the Commissioners Court will adopt on November 13th.

Your adopting the attached set of rules will permit us to proceed with the preparation and publication of the required Public Notice.

Thank you,


John J. Hammett

Rules recommended for adoption by Commissioners Court on November 13, 1989 for Multistep Competitive Proposals relating to Indigent Health Care Billing Services.

1. Section 262.0295, Texas Local Government Code prevails.
2. The initial RFP shall be for UNPRICED proposals.
3. Purchasing Agent, Fort Bend County, shall use UNPRICED proposals and historical records to prepare a request for PRICED BIDS.
4. Period of final contract will be from date of signing through December 31, 1990, renewable by written agreement by both parties during 3rd quarter CY-1990.
5. Offerers may assume a minimum GRTL of \$25,000,000.00 in their decision making.
6. Offerer must state in the UNPRICED proposal the method to be used in determining charges to the County.
7. A performance bond will be required.
8. The UNPRICED proposals shall be opened December 11, 1989.
9. Solicitations for PRICED BIDS will be mailed within 30 days of opening of UNPRICED proposals only to persons who submitted UNPRICED proposals and who qualify under the following criteria:
 - a. Offerer must be able to track total expenditure (to include charges from New Horizon Clinic) per patient and notify Fort Bend County when patients cumulative total reaches \$25,000 and \$30,000.
 - b. Offerer must submit with their UNPRICED proposal proof of their ability to obtain a Performance Bond from a surety company authorized to do business in the State of Texas. Amount of said bond to be published in request for PRICED bids.
 - c. Offerer must show a permanent street address on UNPRICED proposal. Box numbers are unacceptable. This address must be that at which actual bill processing will take place and is subject to a site visit from a representative of Commissioners Court, Fort Bend County, Texas.
 - d. Offerer must have had similar experience with billing services under State of Texas law, CHAMPUS, MEDICARE or the Federal Employees Health Benefits Program.
 - e. Offerer must agree to provide resumes of personnel who will do the actual billing.

- f. Offerer must be prepared to furnish references if PRICED BIDS specifications require.
 - g. An offerer with a history of tardiness in submission of processed claims in similar contract situations will be disqualified.
10. Discussions may be conducted with responsible offerers who submit PRICED BIDS determined to be reasonably susceptible of being selected for award. PRICED BIDS will be negotiable with all offerers accorded fair and equal treatment. Revisions will be permitted after submission but before award of contract.
11. PRICED BIDS shall be opened and maintained in such a way as to not disclose the price or contents until the award of the contract.

SECTION 10. Subchapter C, Chapter 262, Local Government Code, is amended by adding Section 262.0295 to read as follows:

AS PER ORIGINAL

Sec. 262.0295. ALTERNATIVE MULTISTEP COMPETITIVE PROPOSAL PROCEDURE. (a)(1) If the county official who makes purchases for the county determines that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, the official shall notify the commissioners court of such determination.

(2) Upon a finding by the commissioners court that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, after a notification of such determination by the county official who makes purchases for the county, the county official who makes purchases for the county may use the multistep competitive proposal procedure provided by this section.

(3) This section applies only to a county with a population of 125,000 or more.

(b) Quotations must be solicited through a request for proposals. Public notice for the request for proposals must be made in the same manner as provided in the competitive bidding procedure, except that the notice may include a general description of the item to be purchased, instead of the specifications describing the item or a statement of where the specifications may be obtained, and may request the submission of unpriced proposals.

(c) On the date specified in the notice, the county official shall open the proposals and, within seven days after that date, solicit by mailed request priced bids from the persons who submitted proposals and who qualified under the criteria stated in the first solicitation.

(d) Within 30 days after the date the unpriced proposals are opened under Subsection (c), the county official shall present the priced bids to the commissioners court. The award of the contract shall be made to the responsible offeror whose bid is determined to be the lowest evaluated offer resulting from negotiation. All proposals and bids that have been submitted shall be available and open for public inspection after the contract is awarded.

(e) As provided in the request for proposals and under rules adopted by the commissioners court, discussion may be conducted with responsible offerors who submit priced bids determined to be reasonably susceptible of being selected for award. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

Inc 2

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25/1
0436

PURCHASE OF TWO (2) OR MORE NEW FULL SIZE POLICE PACKAGE VEHICLES. BID #89-083.

<u>COMPANY</u>	<u>BID PRICE</u>	<u>REMARKS</u>
✓ KNAPP CHEVROLET	\$14,456.00	
REGENCY CHEVROLET	\$16,500.00	
A.C. COLLINS FORD	\$14,016.00	NON-SPEC: ELEC. SYSTEM REQUIRES 120 AMP ALTERNATOR; BID 100 AMP ALTERNATOR
MORT HALL FORD	\$14,425.00	NON-SPEC: ELEC. SYSTEM REQUIRES 120 AMP ALTERNATOR; BID 100 AMP ALTERNATOR.
CHARLIE THOMAS FORD	\$14,451.00	NON-SPEC: ELEC. SYSTEM REQUIRES 120 AMP ALTERNATOR; BID 100 AMP ALTERNATOR.

INVITATION FOR BIDS
PURCHASE OF TWO (2) OR MORE NEW FULL SIZE POLICE PACKAGE VEHICLES
(EXPIRES: 30 JUNE 1990)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
10 - 30 - 89	89-083	10 - 16 - 89	1	4

Sealed bids subject to the Terms and Conditions of this Invitation For Bids for the purchase of two (2) or more new full size police package vehicles, as described on the attached specifications, will be received in the Office of the County Judge, Fort Bend County, Jane Long Courthouse Annex, 501 Liberty St., Richmond, Texas 77469 until 11:00 A.M., MONDAY, OCTOBER 30, 1989 at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County reserves the right to reject any or all bids. Do not add sales tax in bid price, Fort Bend County is tax exempt. Submit bid on this form in its entirety. Insure that all pages of bid form are signed or initialed. Bids not submitted on this form will be disqualified. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, DO NOT TELEPHONE THE PURCHASING DEPARTMENT. Add nothing to this bid, unsolicited attachments will be discarded.

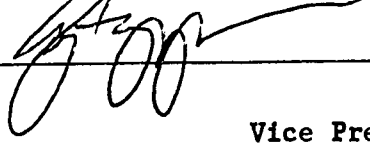
Knapp Chevrolet, Inc.
LEGAL NAME OF CONTRACTING COMPANY

Averyt Knapp	Vice President	228-4311
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
PO BOX 4179	Houston, Texas	77210
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
815 Houston Ave.	Houston, Texas	77007
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT VEHICLES WHICH I PROPOSE TO FURNISH WILL MEET OR EXCEED EVERY SPECIFICATION CONTAINED HEREIN. FURTHER I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AS REQUIRED IN THIS INVITATION FOR BIDS. I AM AWARE THAT, ONCE ACCEPTED, MY BID BECOMES A BINDING CONTRACT.

SIGN HERE:

 Averyt Knapp	Vice President	October 11, 1989 DATE
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER
		713-228-4311

ACCEPTED:	DATE
COUNTY JUDGE, FORT BEND COUNTY, TEXAS	

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
10 - 30 - 89	89-083	10 - 16 - 89	2	4

A. SCOPE:

It is the intent of the Fort Bend County to purchase two (2) or more new full size police package vehicles for the District Attorney's Office as specified herein.

B. DELIVERY:

Delivery to the Fort Bend County Vehicle Maintenance Facility, 1410 Ransom Rd., Richmond, Texas must be completed within 120 calendar days after receipt of order.

C. SPECIFICATIONS: Bidder must indicate exactly the equipment bid in the column to the right.COUNTY SPECIFICATIONSOFFERED

1. LIST MAKE AND MODEL: Must be new 1990 full size police package.
2. BODY STYLE: 4-door sedan.
3. WHEELBASE: 114" minimum.
4. ENGINE: Minimum 5.7 liter V-8 w/fuel injection.
5. COOLING SYSTEM: Radiator must be heavy duty. System must include shroud, slip clutch, minimum five blade fan and coolant recovery.
6. TRANSMISSION: Three speed automatic w/overdrive equipped with largest auxiliary transmission oil cooler installed by manufacturer.
7. FUEL TANK: Minimum 18 gallon capacity.
8. BRAKES: Highest rating offered by manufacturer with power assist and automatic emergency brake release.
9. TIRES AND WHEELS: Five (5) heavy duty 15" x 6.5" rims with high speed police certified radial type tubeless F225/70R-15 tires and light weight full wheel covers.

1990 Chevrolet
Caprice #1BL69

✓ 4 door

✓ 116"

✓ L05

✓ 9C1

✓ 7L8

✓ std

✓ 9C1

✓ 5JK

INITIALS OF BIDDER (IN INK): Knapp Chevrolet, Inc. DATE: 10-11-89
d.k.

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
10 - 30 - 89	89-083	10 - 16 - 89	3	4

10. SUSPENSION: Front and rear suspension shall have highest rating for weight and stability and durability offered by manufacturer.

✓ 9C1

11. STEERING: Tilt wheel with power assist.

✓ N33

12. ELECTRICAL SYSTEM: Minimum 120 AMP alternator with largest capacity battery offered by manufacturer.

✓ 7L1

13. LIGHTING: Interior dome with dual map lights, halogen headlamps, and automatic trunk lamp.

✓ 6C5

14. RADIO: AM/FM/CASSETTE/CLOCK.

✓ 4MB

15. REARVIEW MIRROR: Left and right outside rear view remote control.

✓ 9C1

16. DECK RELEASE: Remote control (wired to battery).

✓ A90

17. AIR CONDITIONING: Factory air conditioner, integral w/factory heater/defogger, and rear window defogger controlled by a switch near the drivers position.

✓ C49

18. GLASS: Dark tinted glass complete.

✓ A01

19. WINDSHIELD WIPERS: Manufacturer installed, intermittent with mist.

✓ CD4

20. SEATS: Heavy duty police front and rear, front to be powered split bench, 60/40, 50/50, 55/45.

✓ 6F3
6C2
6R8

21. INTERIOR: Heavy duty cloth front and rear seats with carpet and floor mats.

✓ 6R8

22. PAINT: Manufacturer's standard color to be selected at time of order.

✓

23. STATE INSPECTION STICKER.

✓

24. CRUISE CONTROL.

✓ K34

INITIALS OF BIDDER (IN INK): Knapp Chevrolet, Inc. DATE: 10-11-89
A.K.

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
10 - 30 - 89	89-083	10 - 16 - 89	4	4

25. POWER DOOR LOCKS.

✓ AU3

26. POWER WINDOWS.

✓ A-31

27. GAUGES.

✓ 724

28. BODY SIDE MOLDING AND WHEEL OPENING MOLDING.

✓ PKG 1

29. UNDER COATING AND SOUND (ULTRASEAL).

✓ PKG 1 / 172

BIDDER COMPLETE THE FOLLOWING:

UNIT BID PRICE \$ 14,456.00 F.O.B. POINT OF DELIVERY IN FORT BEND COUNTY.1990 Chevrolet Caprice #1BLL69

INITIALS OF BIDDER (IN INK): Knapp Chevrolet, Inc. DATE: 10-11-89
A.K.

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25/2
0441

ANNUAL CONTRACT FOR THE PURCHASE OF JANITORIAL SUPPLIES. BID #90-006.

TOTAL DOLLAR FIGURE IS BASED UPON ONE COMMON
UNIT OF MEASURE (OUNCE, POUND, GALLON, OR
EACH) OF EACH ITEM ON THE BID.COMPANY✓ AIRKEM PROFESSIONAL PRODUCTS
P.O. BOX 266821
HOUSTON, TX 77207-6821

\$23.236

ROSENBERG JANITORIAL SUPPLY
P.O. BOX 587
ROSENBERG, TX 77471

\$25.199

SANIVAC, INC.
P.O. BOX 7269
SAN ANTONIO, TX 78207

\$28.544

BRAWNER PAPER CO., INC.
P.O. BOX 15272
HOUSTON, TX 77220

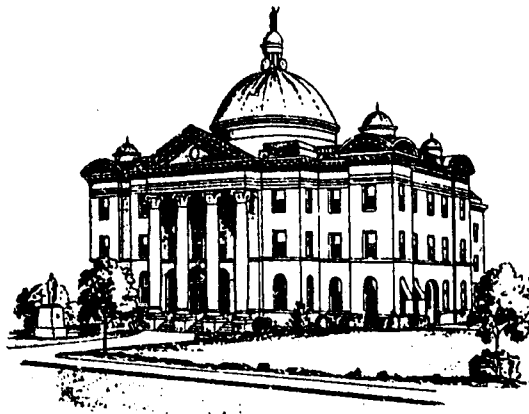
\$33.720

ZEP MANUFACTURING
P.O. BOX 7471
HOUSTON, TX 77008

\$34.733

MORSE WHOLESALE
3302 CANAL
HOUSTON, TX 77003DOES NOT MEET SPECS: DID NOT BID ON
ALL ITEMS AS REQUIRED IN BID SPECS.
(BID ON 17 OF 19 ITEMS).PREMIUM SUPPLY CO., INC.
DRAWER A
EL CAMPO, TX 77437DOES NOT MEET SPECS: DID NOT BID ON
ALL ITEMS AS REQUIRED IN BID SPECS.
(BID ON 14 OF 19 ITEMS)

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 20, 1989

Airkem Professional Products
P.O. Box 266821
Houston, Texas 77087


Ref: Annual contract for the janitorial supplies. Bid #90-006.

Gentlemen,

This letter is to advise you that the Commissioners Court, Fort Bend County, in Regular Session on November 13, 1989 awarded your company the contract pursuant to your bid on the above stated matter, at the bid prices stated in your bid.

This contract is for the period 1 January 1990 thru 31 December 1990 and is renewable for 12 months if mutually agreeable.

Point of contact will be this office.


Gilbert D. Jaramo, Jr.
Assistant Purchasing Agent

cf: Each County Department
County Auditor

AS PER ORIGINAL

ANNUAL CONTRACT FOR THE PURCHASE OF JANITORIAL SUPPLIES. BID 90-006.
1 JANUARY 1990 THRU 31 DECEMBER 1990 (RENEWABLE FOR 12 MONTHS)

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	STD. PACK	BID PRICE	REMARKS
AIRKEN PROFESSIONAL PRODUCTS.	1	BLEACH, LIQUID: 5.2% SODIUM HYPOCHLORITE MIN., 1 GAL.	LABECO	6/1 GAL.	\$6.600	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	2	BOTTLES, PLASTIC, ROUND: 16 OZ., W/TRIGGER TYPE SPRAYER.	CONTINENTAL	1 EA.	\$0.750	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	3	CLEANER, HAND, WATERLESS:	GO-JO	6/4.5 LB.	\$30.240	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	4	CLEANER/POLISH, STAINLESS STEEL, BRASS, METAL: AEROSOL, FOAMING.	AIRKEN	12/18 OZ.	\$21.600	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	5	SCOURING, POWDER, CHLORINATED: SPRINKLE-TOP CAN.	DOW	30/21 OZ.	\$18.900	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	6	CLEANER, TOILET BOWL, LIQUID: TEXAS SPEC #485-26-1.	AIRKEN	12/32 OZ.	\$11.520	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	7	CLEANER, WINDOW: LIQUID TYPE, SPRAY BOTTLE, WINDEX OR EQUAL.	DYKON	12/32 OZ.	\$19.200	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	8	CLEANER, WINDOW: LIQUID TYPE, 1 GAL. BOTTLE, WINDEX OR EQUAL.	SEEBAR	6/1 GAL.	\$15.120	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	9	DEODORANTS, ROOM, AEROSOL, SCENTED OR UNSCENTED:	AIRKEN	12/13 OZ.	\$17.160	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	10	DEODORANTS, ROOM, WICK TYPE, REGULAR SCENT: 1 OZ., BIG D OR EQUAL	FRESH 101	12/1 OZ.	\$13.800	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	11	DETERGENT, LAUNDRY: POWDER TYPE, 35 LB. (MIN) DRUM.	MONTGOMERY	50 LB.	\$23.500	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	12	DISINFECTANT, AEROSOL CAN: LYSOL OR EQUAL.	AIRKEN	12/14 OZ.	\$20.160	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	13	DISHWASHING LIQUID: 1 GAL. BOTTLE.	TRI-CHEM	4/1 GAL.	\$15.800	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	14	PADS, BUFFING: MIN 20".	SUNLINE	5 EA.	\$13.750	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	15	POLISH, FURNITURE, AEROSOL TYPE, UNSCENTED:	AIRKEN	12/16.5 OZ.	\$17.820	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	16	REMOVER, FLOOR POLISH: 5 GAL. JUGS.	MONTGOMERY	5 GAL.	\$15.500	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	17	SOAP, HAND, PERSONAL SIZE, 1/2 OZ. BAR, INDIVIDUALLY WRAPPED.	CASHMERE	1000	\$39.000	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	18	SOAP, HAND, LIQUID: 800 ML. PACK MUST FIT SANIFRESH DISPENSER.	GO-JO	12/800 ML.	\$26.760	PRICE PER STD. PACK
AIRKEN PROFESSIONAL PRODUCTS.	19	WAX, FLOOR, NON-YELLOWING: 5 GAL. JUGS.	AIRKEN	5 GAL.	\$25.000	PRICE PER STD. PACK

CONTACT PERSON AND PHONE NUMBER: SKIP WINGERSON (713) 644-2081
ADDRESS: 3103 GOLFCREST, HOUSTON, TEXAS 77087
MAILING: P.O. BOX 266821, HOUSTON, TEXAS 77207-6821

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0444

25/3

ANNUAL CONTRACT FOR THE PURCHASE OF PAPER AND PLASTIC PRODUCTS. BID #90-007.

TOTAL DOLLAR FIGURE IS BASED UPON ONE COMMON
UNIT OF MEASURE (OUNCE, POUND, GALLON, OR
EACH) OF EACH ITEM ON THE BID.

COMPANY

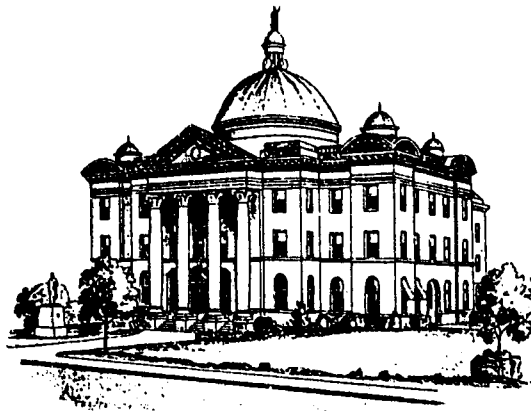
MORSE WHOLESALE CO.
3302 CANAL
HOUSTON, TX 77003

\$66.107

ROSENBERG JANITORIAL SUPPLY
P.O. BOX 587
ROSENBERG, TX 77471

\$67.217

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 20, 1989

Morse Wholesale Co.
3302 Canal
Houston, Texas 77003

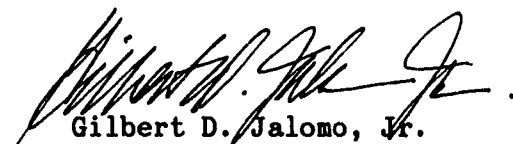
Ref: Annual contract for the purchase of paper and plastic products. Bid
#90-007.

Gentlemen,

This letter is to advise you that the Commissioners Court, Fort Bend County, in Regular Session on November 13, 1989 awarded your company the contract pursuant to your bid on the above stated matter, at the bid prices stated in your bid.

This contract is for the period 1 January 1990 thru 31 December 1990 and is renewable for 12 months if mutually agreeable.

Point of contact will be this office.


Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

cf: Each County Department
County Auditor

AS PER ORIGINAL

ANNUAL CONTRACT FOR THE PURCHASE OF PAPER & PLASTIC PRODUCTS. BID 90-007.
1 JANUARY 1990 THRU 31 DECEMBER 1990 (RENEWABLE FOR 12 MONTHS)

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	STANDARD PACK	BID PRICE	REMARKS
MORSE WHOLESALB	1	HOT CUPS: 8 OZ., 1000/CS.	SCOTT	1000	\$15.760	PRICE PER STD. PACK
MORSE WHOLESALB	2	LINER, WASTE RECEPTACLES, PLASTIC: 7 GAL., 12X8X21.	151-2021BL	1000	\$12.000	PRICE PER STD. PACK
MORSE WHOLESALB	3	LINER, WASTE RECEPTACLES, PLASTIC: 12-16 GAL., 15X9X32.	HERITAGE	1000	\$18.750	PRICE PER STD. PACK
MORSE WHOLESALB	4	LINER, WASTE RECEPTACLES, PLASTIC: 20-30 GAL., 16X14X36.	HERITAGE	250	\$8.130	PRICE PER STD. PACK
MORSE WHOLESALB	5	LINER, WASTE RECEPTACLES, PLASTIC: 30+ GAL., 23X10X39.	HERITAGE	250	\$9.670	PRICE PER STD. PACK
MORSE WHOLESALB	6	LINER, WASTE RECEPTACLES, PLASTIC: 40-45 GAL., 23X17X46.	HERITAGE	250	\$16.600	PRICE PER STD. PACK
MORSE WHOLESALB	7	LINER, WASTE RECEPTACLES, PLASTIC: 55+ GAL., 22X16X58.	HERITAGE	200	\$16.270	PRICE PER STD. PACK
MORSE WHOLESALB	8	PLATES, DISPOSABLE, 10-1/4", 3 COMPARTMENT, FOAM.	MOBIL	500	\$22.680	PRICE PER STD. PACK
MORSE WHOLESALB	9	RAGS, #1 WHITE COTTON:	MORE	50 LB.	\$37.500	PRICE PER STD. PACK
MORSE WHOLESALB	10	SPOONS, PLASTIC: 5" MIN. LENGTH, 1000/CS.	WINKLER	1000	\$5.630	PRICE PER STD. PACK
MORSE WHOLESALB	11	TISSUE, TOILET, 2-PLY: 500 SHEETS PER ROLL MIN.	WISCONSIN	96 ROLLS	\$30.930	PRICE PER STD. PACK
MORSE WHOLESALB	12	TISSUE, BATHROOM, BRANDED, 2-PLY: 300 SHEETS PER ROLL 4.4"x4.5"	FT. HOWARD	96 ROLLS	\$25.860	PRICE PER STD. PACK
MORSE WHOLESALB	13	TOWELS, PAPER, DISPENSER TYPE: 9.25"x9.25" MULTIFOLD.	WISCONSIN	4000	\$14.600	PRICE PER STD. PACK
MORSE WHOLESALB	14	TOWELS, PAPER, ROLL TYPE: 2-PLY, 11"x13.8" 73 SQ.FT.	WISCONSIN	30 ROLLS	\$18.110	PRICE PER STD. PACK
MORSE WHOLESALB	15	TOWELS, PAPER, ROLL TYPE: 11"x9", 75 SQ.FT.	FT. HOWARD	30 ROLLS	\$14.880	PRICE PER STD. PACK
MORSE WHOLESALB	16	TOWELS, SHOP, FILAMENT REINFORCED: DISPOSABLE, 12"x15"	SCOTT 03150	900	\$41.000	PRICE PER STD. PACK
MORSE WHOLESALB	17	TOWELS, SHOP: 10"x16-1/2", 100 TOWELS, SCOTT ECONIMER 05800.	SCOTT 05800	8/100 BOX	\$36.600	PRICE PER STD. PACK

CONTACT PERSON AND PHONE NUMBER: JERRY MORSE (713) 223-8361
ADDRESS: 3302 CANAL, HOUSTON, TEXAS 77003

Accept or reject bid for mowing of right-of-ways:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to MORTON BROS. & ZOMALT ENTERPRISES with selection based on location & need. (Recorded in minutes in full)

RECESS:

Commissioners' court recessed at 10:20 a.m.

RECONVENE:

Commissioners' court reconvened at 10:30 a.m.

26. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL MATTERS (GRIEVANCE HEARING) AS AUTHORIZED BY ART. 6252-17, SEC. 2 (G), VTCS, AND CONSIDER ACTION:

No action taken.

27. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) ROAD MATERIALS-EARTHEN TYPE (#90-009); (2) ROAD MATERIALS - CHEMICAL TYPE (#90-010); (3) GASOLINE (#90-011); (4) DIESEL (#90-012):

Open bids for road material-earthen type:

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

- | | |
|---------------------------------|---------------------------------|
| 1) AMERICAN MATERIALS, INC. | 9) KING CONSTRUCTION MATERIALS |
| 2) ANGLETON ASPHALT CORP. | 10) M & M GRAVEL SALES, INC. |
| 3) AUSTIN WHITE LIME CO. | 11) PRIHODA GRAVEL CO. |
| 4) BASE MATERIALS, INC. | 12) SOUTHWEST ASPHALT MATERIALS |
| 5) CAGLE CRUSHED CONCRETE, INC. | 13) TEXAS LIME COMPANY |
| 6) DAMON QUARRY, INC. | 14) TEXAS LUMBER & CONSTR. |
| 7) DRAVO BASIC MATERIALS CO. | 15) WHITE'S MINES DIVISION |
| 8) JONES G. FINKE, INC. | 16) ZBRANEK BROS. |

Open bids for road materials-chemical type:

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

- | | |
|----------------------------|----------------------------------|
| 1) AMERICAN MATERIALS | 8) JOHN G. REED |
| 2) BASE-SEAL | 9) JONES G. FINKE, INC. |
| 3) ELF ASPHALT, INC. | 10) WRIGHT ASPHALT PRODUCTS |
| 4) GULF STATES ASPHALT CO. | 11) TRUMBULL DIV., OWENS-CORNING |

Open bids for gasoline:

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

- 1) MIKE KROLCZYK, INC.
- 2) SOUTHCOAST FUEL, INC.
- 3) SUGAR LAND BULK OIL

Open bids for diesel:

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

- 1) BOSSE OIL CO.
- 2) MIKE KROLCZYK, INC.
- 3) SOUTHCOAST FUEL, INC.
- 4) SUGAR LAND BULK OIL

ANNUAL CONTRACT FOR MOWING OF RIGHT-OF-WAYS FOR FORT BEND COUNTY
BID #90-008

<u>COMPANY</u>	<u>HOURLY BID PRICE</u>	<u>EQUIPMENT OFFERED</u>
Morton Brothers	\$16.00	(1) Ford 4610 w/6' shredder
2505 Alamo	\$16.00	(2) Ford 4610 w/5' shredder
Rosenberg, TX 77471	\$16.00	(2) Ford 3910 w/5' shredder
	\$16.00	(3) Ford 2810 w/5' shredder
	\$25.00	(1) Ford 5610 w/15' shredder
	\$25.00	(1) Ford 7600 w/5' slope
	\$25.00	(2) Ford 6600 w/5' slope
	\$25.00	(1) Massey Ferguson 285 w/5' slope
	\$25.00	(1) Massey Ferguson 255 w/15' shredder
 Zomalt Enterprises	 \$16.00	 (1) Ford Diesel w/6' shredder
P.O. Box 742	\$16.00	(1) Ford 3000 w/5' shredder
Kendleton, TX 77451	\$16.00	(1) Ford Commercial 300 w/5' shredder
	\$16.00	(1) John Deere w/5' shredder
	\$16.00	(1) International w/6' shredder
 CHIPCO, Inc.		Does not meet specifications: Proof of General
P.O. Box 1147		Liability and Property Damage Insurance not submitted.
Richmond, TX 77469		
 Custom Lawn Care		Does not meet specifications: Proof of insurance not
11226 Triola		submitted with bid.
Houston, TX 77072		

COMPANY

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0449

✓AMERICAN MATERIALS, INC. ✓

✓ANGLETON ASPHALT CORP. ✓

ASH MANAGEMENT DIVISION - WESTERN REGION

✓AUSTIN WHITE LIME CO. ✓

✓BASE MATERIALS, INC. ✓

✓CAGLE CRUSHED CONCRETE, INC. ✓

CHAMBCO, INC. DBA BRAZOS CONSTRUCTION MATERIALS

CHAMPION TOP SOIL, INC.

CONTECH CONSTRUCTION PRODUCTS, INC.

CRUSHED STONE BASE, INC.

✓DAMON QUARRY, INC. ✓

DERNEHL CONSTRUCTION, INC.

✓DRAVO BASIC MATERIALS CO., INC. ✓

EILERS CONSTRUCTION COMPANY, INC.

ELF ASPHALT, INC.

EXXON COMPANY U.S.A.

GULF COAST STABILIZED MATERIALS, INC.

HOUSTON CRUSHED CONCRETE, INC.

JAMES ELLIOTT CONSTRUCTION

✓JONES G. FINKE, INC. ✓

✓KING CONSTRUCTION MATERIALS CO., INC. ✓

✓M & M GRAVEL SALES, INC. ✓

MIKE ARNOLD TRUCKING & MATLS., INC.

MIKE ARNOLD TRUCKING AND MATERIALS, INC.

PARKER BROTHERS & CO., INC.

✓PRIHODA GRAVEL CO. ✓

COMPANY

QUALITY HOT-MIX, INC.

S & D LEASING

SHEPLER EQUIPMENT CO., INC.

✓SOUTHWEST ASPHALT MATERIALS, INC. ✓

SOUTHWEST LIMESTONE, INC.

SOUTHWESTERN TESTING SERVICES, INC.

TEXAS INDUSTRIES, INC.

✓TEXAS LIME COMPANY ✓

✓TEXAS LUMBER AND CONSTRUCTION CO. ✓

W.C. DALEY TRUCKING COMPANY, INC.

✓WHITE'S MINES DIVISION - VULCAN MATL. CO. ✓

✓ZBRANEK BROS. ✓

COMPANY

✓AMERICAN MATERIALS, INC.✓

ANGLETON ASPHALT CORP.

ASH MANAGEMENT DIVISION - WESTERN REGION

AUSTIN WHITE LIME CO.

✓BASE-SEAL✓

C.C.I. ENVIROMENTAL, INC.

CRUSHED STONE BASE, INC.

DERNEHL CONSTRUCTION, INC.

✓ELF ASPHALT, INC.✓

EXXON COMPANY U.S.A.

FINA OIL AND CHEMICAL CO.

✓GULF STATES ASPHALT CO., INC.✓

HOUSTON CRUSHED CONCRETE, INC.

✓JOHN G. REED - LIGNO SALES✓

✓JONES G. FINKE, INC.✓

LIMECO, INC.

MALTER INTERNATIONAL

OLD KATY WAREHOUSE

PHB MAINTENANCE SUPPLIES

PRIME MATERIALS AND SUPPLY CORP.

QUALITY HOT-MIX, INC.

SHEPLER EQUIPMENT CO., INC.

SOUTHWEST ASPHALT MATERIALS, INC.

TEXAS LIME COMPANY

W.C. DALEY TRUCKING COMPANY, INC.

✓WRIGHT ASPHALT PRODUCTS CO.✓

✓Trumbull Div., Owens-Corning Fiber Glass✓

ANNUAL CONTRACT FOR THE PURCHASE OF GASOLINES. BID #90-011.

COMPANY

BERNSHAUSEN OIL CO.

BOSSE OIL CO.

✓ MIKE KROLCZYK, INC. ✓

✓ SOUTHCOAST FUEL, INC. ✓

✓ SUGAR LAND BULK OIL. ✓

ANNUAL CONTRACT FOR THE PURCHASE OF DIESEL. BID #90-012.

COMPANY

BERNSHAUSEN OIL CO.

✓ BOSSE OIL CO. ✓

✓ MIKE KROLczyk, INC. ✓

✓ SOUTHCOAST FUEL, INC. ✓

✓ SUGAR LAND BULK OIL. ✓

28. JUDGE WALTER S. MCMEANS, COUNTY COURT AT LAW #2, RE: SALARY INCREASE FOR COUNTY COURT AT LAW JUDGES:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize the County Auditor to provide dollar figures of unused state supplements for district offices in 1989 before court action is considered.

Judge Walter McMeans requested a salary increase for County Court at Law judges.

29. APPROVE BUDGET FOR FILING AND SET DATE FOR PUBLIC HEARING:

Postpone until November 20, 1989.

30. APPROVE BILLS:

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

31. FORT BEND COUNTY ROAD DISTRICT NO. 1:

See attached FBC Road District No. 1 minutes.

RECESS:

Commissioners' Court recessed at 2:00 p.m. Monday, November 13 until Wednesday, November 15 at 9:00 a.m.

RECONVENE:

Commissioners' Court reconvened at 9:00 a.m. to vote on C.A.D. Board of Directors.

32. CONSIDER GRANTING AN EXEMPTION TO THE COMPETITIVE BIDDING REQUIREMENTS OF SEC. 262.023 LOCAL GOVERNMENT CODE, FOR PURCHASE OF ITEMS (HEADER COLLECTION SYSTEM AT LANDFILL) NECESSARY TO PRESERVE OR PROTECT THE PUBLIC HEALTH OR SAFETY OF THE RESIDENTS OF FORT BEND COUNTY:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to grant exemption to the competitive bidding requirements of Sec. 262.023 local government code, for purchase of header collection system at landfill.

33. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered that the Commissioners' Court be adjourned at 9:35 a.m. Wednesday, November 15, 1989.

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

On this the 13th day of November, 1989 at a Regular
Session of the Commissioners Court with the following present:

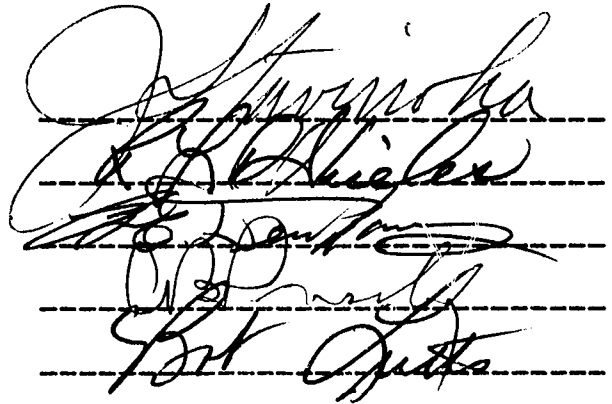
County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

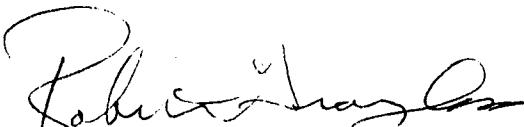
Commissioner, Precinct 3

Commissioner, Precinct 4



Now, therefore, be it resolved upon the motion of Commissioner
_____, Seconded by Commissioner _____,
duly put and carried, it is ordered that the bills be approved as presented
by Robert Grayless, County Auditor.

***** APPROVED *****



County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

FORT BEND COUNTY ROAD DISTRICT NO. 1
NOVEMBER 13, 1989

BE IT REMEMBERED that on this 13th day of NOVEMBER, 1989 Fort Bend County Road District No. 1 met with the following present:

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

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

1. CONSIDER AND POSSIBLY TAKE ACTION ON AN ORDER ENTITLED ORDER OF THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, CALLING A BOND ELECTION FOR FORT BEND COUNTY ROAD DISTRICT NO. 1 OF FORT BEND COUNTY, TEXAS, A BODY CORPORATE OF SAID COUNTY; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AND OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSE OF THIS ORDER:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve Order Calling a Bond Election for Fort Bend County Road District No.1. (Recorded in minutes in full)

2. CONSIDER AND POSSIBLY TAKE ACTION ON A RESOLUTION ENGAGING ENGINEERS, FINANCIAL ADVISORS, AND ATTORNEYS FOR THE DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone until November 20, 1989 for further study.

3. CONSIDER AND POSSIBLY TAKE ACTION ON A RESOLUTION SETTING FEES FOR ELECTION OFFICIALS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to adopt Resolution setting fees for election officials for January 20, bond election.

4. ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered that the FBC Road District No.1 adjourned at 10:30 a.m. November 13, 1989.

RESOLUTION SETTING FEES FOR ELECTION OFFICIALS

WHEREAS, Fort Bend County Road District No. 1 of Fort Bend County, Texas (the "District"), has called a bond election to be held on January 20, 1990 (the "Election");

WHEREAS, Beverly Ann Barron has been appointed Presiding Judge for the Election;

WHEREAS, Frances Annoot has been appointed Alternating Judge for the Election;

WHEREAS, the Presiding Judge may appoint clerk's to assist in conducting the Election not to exceed the maximum number of two (2);

WHEREAS, the polls for the Election shall be open from 7:00 a.m. to 7:00 p.m.; and

WHEREAS, following the Election, an Election Judge or clerk shall deliver all election supplies to the authority conducting the Election;


NOW, THEREFORE, BE IT RESOLVED:

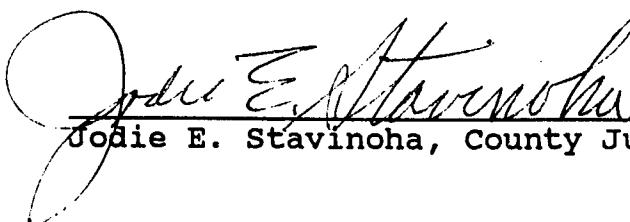
SECTION 1. That all election officials shall be paid FIVE (\$5.00) DOLLARS per hour to conduct the Election for a period beginning no earlier than 6:00 a.m. and lasting no later than 9:00 p.m. on the day of the Election.

SECTION 2. That the Presiding Judge or clerk who delivers the election supplies after the Election shall be paid TWENTY-FIVE (\$25.00) DOLLARS for that service.

PASSED AND APPROVED this 13th day of November, 1989.

ATTEST:


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


Jodie E. Stavinocha, County Judge

(SEAL)

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

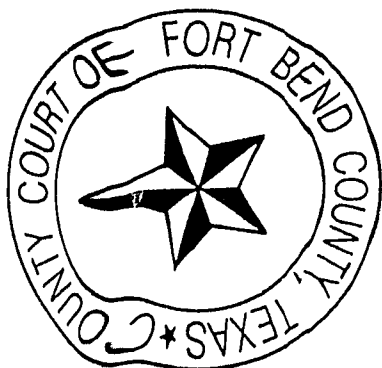
FORT BEND COUNTY, TEXAS

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 2, 1990.STARTING WITH
FILM CODE NO. 90vol. 40 pg. 0298ENDING WITH
FILM CODE NO. 90vol. 40 pg. 0457DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXASBY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 2
DAY OF JANUARY, 1990.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 0460.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

1. Approve minutes of meeting of November 13, 1989.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Approve service/maintenance contracts for County equipment.
6. Ms. Peggy McCormick, Deloitte Haskins & Sells, re: request to conduct audit for fiscal year ending December 31, 1989.
7. Sheriff Perry R. Hillegeist Jr., re: request authorization to submit applications for special license plates.
8. Marsha Gaines, Tax Assessor/Collector, re: approve off-site vault storage of one master copy and one silver duplicate set of 35MM microfilm for conversion of tax rolls.
9. Consider approving reserve deputy Cornelius Embry, along with bond & oath, Pct. 3 Constable.
10. Consider accepting check for \$120.00 and rebudgeting in E.M.S. line item 0701-conferences.
11. Consider approval of interlocal agreement with Fayette County for the housing of juveniles.
12. Consider invoices in the amount of \$32,402.50 from Pierce Goodwin Alexander & Linville for detention facilities study.
13. Discuss and consider Minute Order #89464 regarding State Hwy. 6 bypass.
14. Consider approving plat for Plantation Place, Pct. 4.
15. Consider accepting streets in Austin Park, Sec. 1 & 2, into the County road maintenance system in Pct. 4.
16. Consider approval of consultant to remove underground storage tanks.
17. Consider application from Trunkline Gas Co. to install power pole with rectifier and drill 300' deep well along Candela Dr., Pct. 3.
18. Consider approving services from Green Concrete Contractors for the monitoring wells' concrete pads & well protectors for \$1,000.
19. Consider setting public hearing for replat of Willow Fork Sec 1 Pct 4.
20. Consider approving plat for Tierra Grande, Sec. 5, Pct. 2.
21. Consider accepting resignation of Administrator of Fort Bend County Flex Plan effective November 16, 1989.
22. Set date for public hearing on proposed 1990 budget.
23. Approve bills. TIME 2:40 P.M.
24. Adjournment. NOV 16 1989

Dinae Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, November 16, 1989 at 2:50 p.m. by Jenna Bradley.

40

24
0461

ADDENDUM TO AGENDA
OF MONDAY, NOVEMBER 20, 1989

AS PER ORIGINAL

FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court
agenda of Monday, November 20th:

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

FILED FOR RECORD

TIME 8:55 A.M.
P.M.

NOV 17 1989

Danae Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinocha
Jodie E. Stavinocha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on
Friday, November 17, 1989 at 4:00 P.M. by J. Lindsey.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
MONDAY, NOVEMBER 20, 1989
11:00 O'CLOCK A.M.

1. Discuss and consider request by the City of Richmond to extend Rabbs Bayou excavation project into the City limits.
2. Consider approval of contract for consulting services to coordinate and assist in the implementation of the Brooks Lake Service Area drainage system.
3. Discuss and consider monthly report.
4. Adjournment.

FILED FOR RECORD

TIME 2:40 ~~A.M.~~ P.M.

NOV 16 1989

Dinae Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinocha
Jodie E. Stavinocha, Chairman

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, November 16, 1989, at 2:50 p.m. by Darna Landry.

REGULAR SESSION

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

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

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

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

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of November 13, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve line item transfers in budgets FIRE MARSHALL, CONSTABLE #2, VETERAN SERVICE OFFICER, SHERIFF and JUVENILE PROBATION. (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 JUSTICE OF THE PEACE #1, EXTENSION SERVICE and TAX ASSESSOR/COLLECTOR. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS ON COUNTY EQUIPMENT:

None

6. MS. PEGGY MCCORMICK, DELOITTE HASKINS & SELLS, RE: REQUEST TO CONDUCT AUDIT FOR FISCAL YEAR ENDING DECEMBER 31, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize Deloitte Haskins & Sells to conduct the 1989 audit of annual financial report at \$46,000, Drainage District at \$7,350 and Fort Bend County Flood Control Water Supply Corp. at \$5,500, as requested by Peggy McCormick, Deloitte Haskins & Sells. (Recorded in minutes in full)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Tires & Tubes			
10-00-0018-7006	\$ 101.06	\$ 1.96	(\$100.00)
Office Supplies			
10-00-0018-1062	\$ 138.26	\$238.26	\$100.00
Conference			
10-00-0018-0701	\$ 151.26	\$ 1.26	(\$150.00)
Office Supplies			
10-00-0018-1062	\$ 238.26	\$388.26	\$150.00
Travel			
10-00-0018-0700	\$ 520.19	\$420.19	(\$100.00)
Office Supplies			
10-00-0018-1062	\$ 388.26	\$488.26	\$100.00
Rental			
10-00-0018-3020	\$1012.21	\$812.21	(\$200.00)
Office Supplies			
10-00-0018-1062	\$ 488.26	\$688.26	\$200.00
Travel			
10-00-0018-0700	\$ 420.19	\$ 20.19	(\$400.00)
Detention Supplies			
10-00-0009-2080	\$ 338.10	\$738.10	\$400.00

DATE: November 17, 1989

DEPARTMENT HEAD: Dennis R. McElroy

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

Jodie Stavinocha	-	County Judge		
R.L. O'Shieles	-	Commissioner	Precinct	#1
Ben Denham	-	Commissioner	Precinct	#2
Alton Pressley	-	Commissioner	Precinct	#3
Bob Lutts	-	Commissioner	Precinct	#4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

[illegible]

DATE: 14 November 1989

DEPARTMENT HEAD:

THE COUNTY OF FORT BEND

BY:

~~Jodie Stavinoha,~~
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieleles,
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 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

NOW, 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:

DEPARTMENT VETERANS SERVICE/LOCAL REGISTRAR	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
(Line Item)			
100000350700	1,966.00	2,137.35	INCREASE 171.35
100000350701	340.00	274.87	DECREASE (65.13)
100000351062	500.00	393.78	DECREASE (106.22)

DATE: 11/16/89

DEPARTMENT HEAD: Patricia Connel

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY FOR THE YEAR 19__

On this the ____ day of _____, 1989, at a Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
Bud O'Shields	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

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:

DEPT.	FROM	TO	INCREASE (DECREASE)
1000-0024-1062	1738.42	300.00	-1438.42
1000-0024-0700	3200.00	1346.00	-1754.00
1000-0024-0250	680.00	1.00	- 679.00
1000-0024-3020	4110.23	2610.23	-1500.00
1000-0024-0201	594.00	5089.42	+4495.42
1000-0024-0701	18.65	300.65	+ 282.00

DATE: 14 Nov 89

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

Bud O'Shields, Commissioner Pct. #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present:

Jodie Stavinocha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave
public necessity, to meet unusual and unforeseen conditions which
could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Fire Marshal	_____	_____	_____
1062 - Office Supp.	\$2,830.00	\$2,837.43	\$7.43 Inc.
4011 - Uniforms	1,000.00	992.57	\$7.43 Dec.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 11-13-88

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

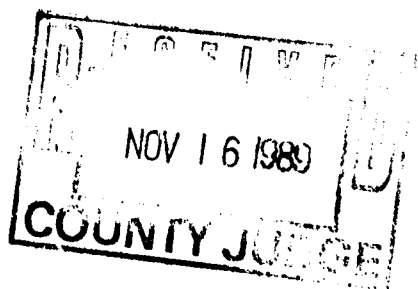
BY: _____
Jodie Stavinocha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
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:

PAM WITTNEBEN

Period: Date of Departure DECEMBER 10, 1989

Date of Return DECEMBER 13, 1989

Purpose of Trip: COURSE 120 TAAO SCHOOL

Places to be Visited: LUFKIN, TEXAS

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

David R. Guin
Name

NOVEMBER 15, 1989
Date

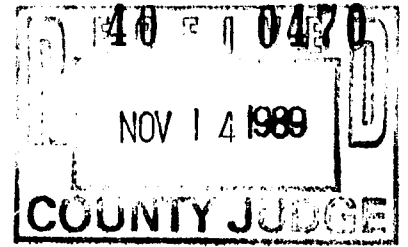
TAX ASSESSOR/COLLECTOR
Title

Approved: Commissioners' Court

J. Starvin
County Judge

11/20/89
Date

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Pamela W. Terry

DATE OF DEPARTURE: Thursday, November 15, 1989

DATE OF RETURN: Friday, November 16, 1989

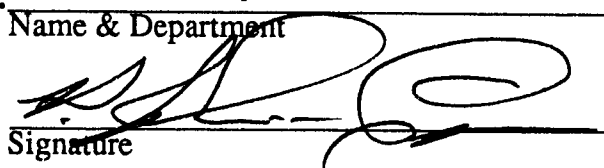
DESTINATION: Texas A & M University at College Station

PURPOSE OF TRIP: To participate in required training for agents with trainer agent responsibilities

MODE OF TRANSPORTATION: vehicle

DEPARTMENT HEAD APPROVAL: Johnnie Cooper, Head of Extension Department
Name & Department

DATE: November 13, 1989

Signature 

APPROVED COMMISSIONERS COURT: Presiding Official J. Stevanich

Date 11/20/89

(Emergency Approval: J. Stevanich

Date 11/13/89)

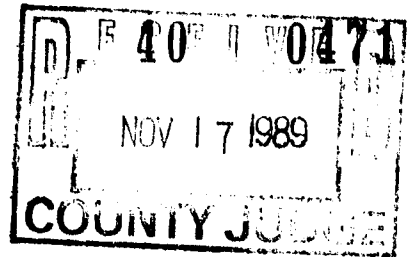
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expenses

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

ROSEMARY HOGUE-CLERK II J.P. #1

DATE OF DEPARTURE: 12
NOV 5/89

DATE OF RETURN: 12
NOV 8/89

DESTINATION: CORPUS CHRISTI

PURPOSE OF TRIP: ADVANCED COURT PERSONNEL SEMINAR

MODE OF TRANSPORTATION: PERSONAL VEHICLE

DEPARTMENT HEAD APPROVAL: GARY A. GEICK-J.P. #1
Name & Department

DATE: 11/16/89

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

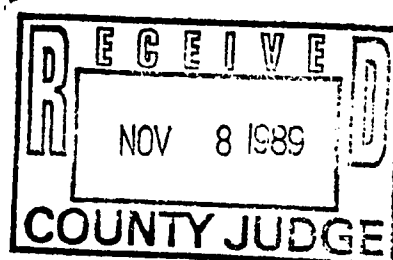
Date 11/20/89

(Emergency Approval: _____ Date _____)

1200 Travis
Houston, Texas 77002-6054
(713) 651-1700
ITT Telex: 4995640

County Judge Jodie Stavinoha
and Members of Commissioners Court:
Ben Denham
Bob Lutts
Alton Pressley
Bud O'Shields
Fort Bend County
500 Liberty
Richmond, Texas 77469

November 3, 1989



Dear Judge Stavinoha and Commissioners:

In connection with your appointment of auditors for fiscal year ending December 31, 1989, we are pleased to provide you with the following information regarding our services as your independent certified public accountants.

Reporting

In the course of carrying out the audit engagement, should circumstances arise that, in our judgment, would be either a limitation on the scope of our work or a finding of impropriety, we would report such circumstances to you promptly. We believe this is necessary to clearly indicate that we are responsible to the Commissioners' Court. We will review drafts of all our reports with you before they are finalized.

Independence

We confirm that we are independent with respect to the County. None of our partners, managers, or staff have any direct or indirect financial interest in County contracts, and no one assigned to the audit of the County is related to any employee of the County.

Coordination With Internal Audit

We will coordinate our audit work to the maximum extent possible with the County's Internal Audit Department so as to avoid duplicative effort and to maximize audit coverage.

Services

Our services to the County for fiscal year 1989 will include the following audits in accordance with generally accepted auditing standards:

- . General purpose financial statements of the County (reporting entity)
- . Financial statements of the Drainage District (separate legal entity)
- . Financial statements of the Fort Bend County Flood Control Water Supply Corporation (separate legal entity)

In addition, we will perform a single audit of all federal and state grant funds for the year ending December 31, 1989 in accordance with the Single Audit Act of 1984 and OMB Circular A-128.

In conjunction with these services, we will issue independent auditors' reports to be included with the financial statements above and our reports on reviews of your systems of internal control and on compliance matters.

Quality Control

As part of our ongoing program of quality control, Deloitte Haskins & Sells provides that:

- . The above individuals who will be responsible for planning, directing, and reporting on the audit and who will be spending a substantial portion of the hours expended for the audit will have completed one or more continuing professional education programs in state and local government accounting, auditing, financial reporting, and related subjects.
- . As a charter member of the SEC Practice Section of the AICPA Division for CPA firms, Deloitte Haskins & Sells submits to regular peer reviews of our accounting and auditing practice. Ernst & Whinney has conducted the current peer review and this review culminated in an unqualified opinion regarding our quality control system. These reviews do include a representative sample of audits of governmental units performed by DH&S.

Audit Fees

Our fees are determined on the basis of the time required to perform the services at rates commensurate with the level of experience of the accountants assigned.

	<u>1989</u>	<u>1988</u>	<u>Increase</u>
Independent Auditors' Reports for the Fort Bend County Comprehensive Annual Financial Report and the Single Audits	\$46,000	\$40,250	\$5,750
Independent Auditors' Report for Drainage District	7,350	7,000	350
Independent Auditors' Report for Fort Bend County Flood Control Water Supply Corporation	5,500		5,500

The 1989 fees have been increased for

- . the audit requirements for the Fort Bend County Flood Control Water Supply Corporation.
- . the inclusion of your state grant funds in the Single Audit.
- . increases in our costs based on our area's CPI.

Please note that including the state grants in your Single Audit is optional and represents \$3,000 of the fee increase.

Should there be any other changes in business, scope of operations, involvement of your professional staff or other revisions to the nature of our services, the impact on our professional fees will be mutually agreed upon with you.

Audit Personnel

Rick Daigneault will be the manager who will supervise our 1989 audit services to the County. Rick has served as the manager on your engagement since 1987.

Tracey Schultz will be serving the County this year as the senior accountant in charge of the audit field work. She served as senior accountant in 1988.

I will continue to serve as engagement partner responsible for all services to the County.

Scheduling and Timing of Field Work

We are prepared to begin field work in mid November. We understand that the County places a high priority on filing the Comprehensive Annual Financial Report and Drainage District financial statements in a timely manner. Our field work would conclude in March so the above-mentioned reports can be reviewed with you in mid-May.

* * * * *

The County has received the Government Finance Officers Association Certificate of Excellence in Financial Reporting for the third straight year. We wish to commend both the County Auditor and the Court for this, as we believe the County's financial reporting is among the best in the nation.

For all our services to the County, we assure you that you will continue to receive:

- . Two-way communications throughout the year to respond to your questions and provide you with our informal insights on emerging issues.
- . A management letter oriented to constructive improvements for the future.
- . An engagement team with substantial experience in working with area governments, including more experience in helping counties maintain their GFOA Certificate of Achievement than any other CPA firm.

It has been a privilege to serve as auditors for the County in the past, and we look forward to continuing that relationship. Please be assured that our services to you will continue to receive our best efforts.

Sincerely,

Peggy McCormick
Peggy V. McCormick
Partner

cc: Robert Grayless, County Auditor

7. SHERIFF PERRY R. HILLEGEIST JR., RE: REQUEST AUTHORIZATION TO SUBMIT APPLICATIONS FOR SPECIAL LICENSE PLATES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to submit applications for special license plates.

8. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: APPROVE OFF-SITE VAULT STORAGE OF ONE MASTER COPY AND ONE SILVER DUPLICATE SET OF 35MM MICROFILM FOR CONVERSION OF TAX ROLLS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve off-site vault storage 35mm microfilm for conversion of tax rolls. (Recorded in minutes in full)

9. CONSIDER APPROVING RESERVE DEPUTY CORNELIUS EMBRY, ALONG WITH BOND & OATH, PCT. 3 CONSTABLE:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve reserve deputy Cornelius Embry, along with bond & oath, Pct. 3 Constable. (Recorded in minutes in full)

10. CONSIDER ACCEPTING CHECK FOR \$120.00 AND REBUDGETING IN E.M.S. LINE ITEM 0701-CONFERENCES:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept check for \$120.00 and rebudget into E.M.S. line item 0701. (Recorded in minutes in full)

11. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH FAYETTE COUNTY FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve Interlocal Agreement with Fayette County for the housing of juveniles. (Recorded in minutes in full)

12. CONSIDER INVOICES IN THE AMOUNT OF \$32,402.50 FROM PIERCE GOODWIN ALEXANDER & LINVILLE FOR DETENTION FACILITIES STUDY:

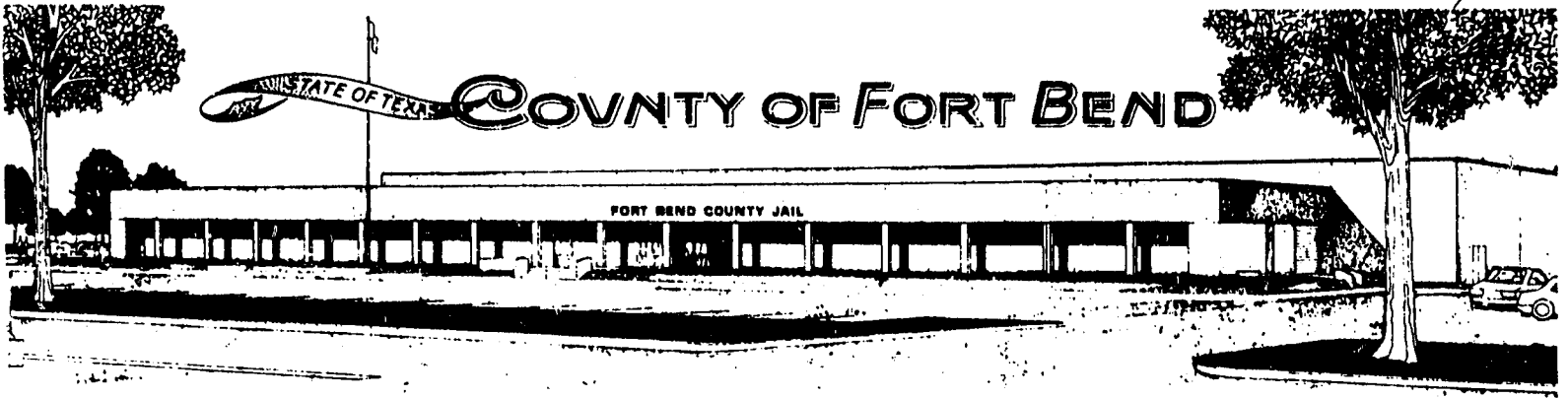
Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve invoices in the amount of \$32,402.50 from Pierce Goodwin Alexander & Linville for detention (jail & juvenile) facilities study. (Recorded in minutes in full)

13. DISCUSS AND CONSIDER MINUTE ORDER #89464 REGARDING STATE HWY. 6 BYPASS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Minute Order #89464 regarding State Hwy. 6 bypass.

14. CONSIDER APPROVING PLAT FOR PLANTATION PLACE, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Plantation Place, Pct. 4 as presented by Bobby Jones representing Jones & Carter. Plat and Letter of Credit were presented to Commissioners Court.



GUS GEORGE, SHERIFF

November 15, 1989

Honorable Jodie E. Stavinoha, County Judge
Commissioner R.L. O'Shieles, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

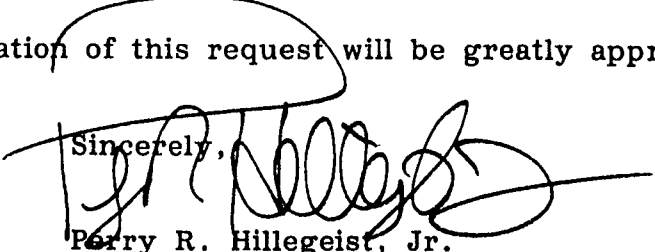
Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, November 20, 1989.

Authorize Sheriff Perry R. Hillegeist, Jr. to submit applications for special license plates to the State Department of Highways and Public Transportation on behalf of the Fort Bend County Sheriff Department.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,


Perry R. Hillegeist, Jr.
Sheriff

PRH/bm

✓ cc: Dianne Wilson, County Clerk

MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

MEMORANDUM

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

From: Marsha P. Gaines

Date: November 14, 1989

Reference: Commissioners Court Agenda

Please place the following on Commissioners Court Agenda for November 20, 1989.

1. Approve off-site vault storage of one master copy and one silver duplicate set of 35MM microfilm. This film is for the conversion of the Tax Rolls.

Pauck



November 14, 1989

Ms. Pam Wittneben
Fort Bend County
Tax Assessor-Collectors Office
P.O. Box 399
Richmond, Texas 77469

Dear Pam:

Business Micrographics Corp. (BMC) has delivered to date 1137 rolls of 35MM microfilm. This film is for the conversion of the Tax Rolls.

Of the 1137 rolls of film delivered, one (1) set is the master copy, one (1) set is a silver duplicate, and three (3) sets are diazo duplicates. To evaluate your volume for fireproof storage we need to consider the master copy and one silver duplicate set. This totals to a volume of 455 rolls needing to be sent off-site.

VAULT STORAGE

A. ANNUAL COST PER DRAWER (46 ROLLS/DRAWER)	\$100.00/YEAR
* FORT BEND NEEDS 10 DRAWERS	\$1000.00/YEAR

Pam, I hope these figures are what you needed. Your film will be accessible for print requests, additional duplicates or simple retrieval throughout the year. Please call me if you need any additional information.

Very truly yours,

BUSINESS MICROGRAPHICS CORPORATION


Stuart A. Rathe
Sales Manager

3730 DACOMA • HOUSTON, TEXAS 77092 • (713) 957-0800

MICROGRAPHICS

BUSINESS 7139574858

1986-11-14 10:42

DEPUTATION

40

0480

THE STATE OF TEXAS

County of FORT BEND

I, ROB COOK, CONSTABLE PRECINCT #3

of the County of FORT BEND and State of Texas, having full confidence in CORNELIUS W. EMBREE of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of FORT BEND County, nominate and appoint HIM, the said CORNELIUS W. EMBREE my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said CONSTABLE PRECINCT #3 of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 09th day of NOVEMBER 1989

X *Rob Cook*

of FORT BEND County, Texas.

THE STATE OF TEXAS

County of FORT BEND

BEFORE ME, LEAH B. NAGY

NOTARY PUBLIC

in and for FORT BEND

County, Texas,

on this day personally appeared ROB COOK - CONSTABLE PRECINCT #3

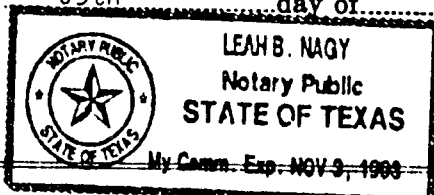
FORT BEND COUNTY, TEXAS

known to me to be

the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at 1514 PARKWAY BLVD - SUGAR LAND, TX 77478

this 09th day of NOVEMBER 1989



Leah B Nagy

OATH OF OFFICE

I, C. W. EMBREE

do solemnly

swear (or affirm) that I will faithfully execute the duties of the office of DEPUTY CONSTABLE

PRECINCT #3 - FORT BEND COUNTY

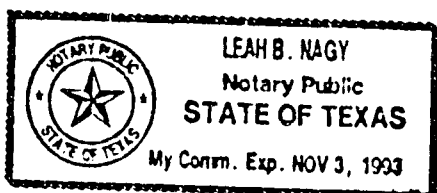
of the State of Texas,

and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

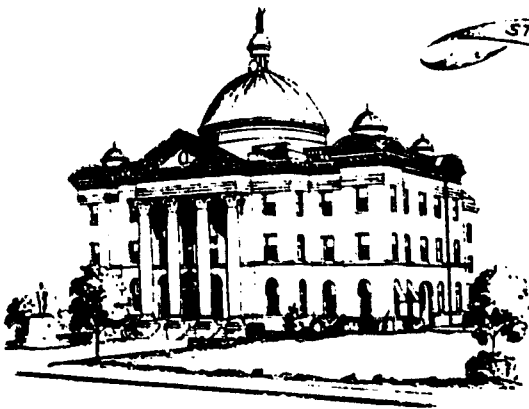
X

C. W. Embree

Subscribed and sworn to before me, this 09th day of NOVEMBER 1989



Leah B Nagy



STATE OF TEXAS COUNTY OF FORT BEND

Emergency Medical Services

Rt. 1
Rosenberg, TX 77471

Emergency (713) 342-2100

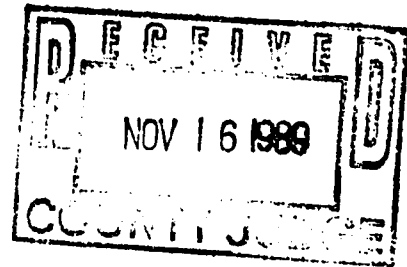
Office (713) 342-7233

DANIEL KOSLER
Director

1985 BLS SERVICE OF THE YEAR
1987 ALS SERVICE OF THE YEAR

JOE KACAL
Assistant Director

November 14, 1989



The Honorable County Judge
And Commissioners Court

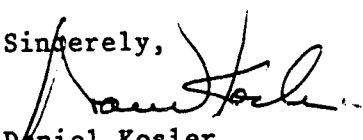
Re: Rebudget refund check #230

Dear Sirs:

Attached is a copy of a letter, and check I received from the Brazoria - Fort Bend County Instructor's Association Incorporation. The letter suggests that Instructor's membership voted to reduce the tuition fee, to the Incident Command class, due to the over whelming response from the area public safety personnel.

I am requesting that you allow me to rebudget the \$120.00 into our EMS Conference/Seminar/Training line item # 0701.

Sincerely,


Daniel Kosler

enclosure

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 monthly 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 in 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 juvenile (s) 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, 1990.

40

0484

SIGNED this 31st day of October, 19 89.THE COUNTY OF FAYETTE, TEXASDan R. Beck
Dan R. Beck, County Judge

ATTEST:

Irene Pratkan
IRENE PRATKA, County ClerkSIGNED this 20 day of November, 19 89.

THE COUNTY OF FORT BEND, TEXAS

Jodie E. Stavino
JODIE E. STAVINOH, County Judge

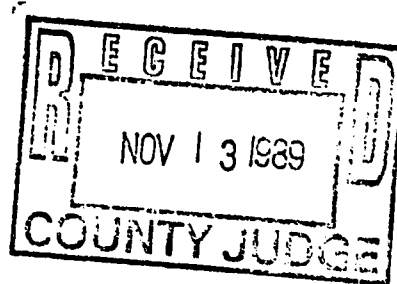
ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

APPROVED AS TO FORM:

Dennis D. McRae
Chief Juvenile Probation Officer

November 8, 1989



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0485
THE OFFICE
OF PIERCE
GOODWIN
ALEXANDER
& LINVILLE

The Honorable Judge Jodie Stavinoha
Fort Bend County Commissioners Court
Post Office Box 368
Richmond, Texas 77469

RE: Fort Bend County Sheriff Department and Juvenile Probation
Department Facilities Needs Study.
Invoice for Services Performed Through October

Dear Judge Stavinoha:

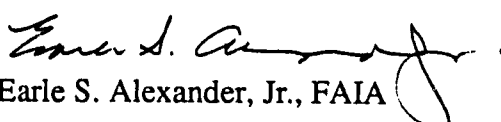
In accordance with Article 5 of our contract with the County for the above referenced study, please find attached our invoice for services completed through October.

The study is now complete and draft copies have been distributed and informally reviewed with yourself and each of the Commissioners. We have also reviewed the Juvenile Probation Department portion of the study with Dennis McAfee. The study is currently being printed and on November 14 copies will be distributed to your office, to the Commissioners, to Dennis McAfee and to the key people at the Sheriff's Department with whom we worked.

We hope to make a formal presentation of the results of the study to the regular session of Commissioners Court on December 4, 1989. This presentation will complete our work. In the next few days, I will call your office to confirm that date.

If you have any questions, please give me a call.

Sincerely,


Earle S. Alexander, Jr., FAIA

ESA:sh
Enclosure

800 Bering Drive
Post Office Box 130319
Houston, Texas 77219-0319
713-977-5777

AS PER ORIGINAL

THE OFFICE
OF PIERCE
GOODWIN
ALEXANDER
& LINVILLE

October 31, 1989

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

Attention: Judge Jodie Stavinocha

Re: DETENTION FACILITY STUDY - FORT BEND

Invoice #11647/3201
For Professional Services Rendered in Accordance with
Contract dated August 7, 1989
Payment of this Invoice is due upon receipt.

Thru October 31, 1989

32010.10

Contract Fee \$49,850.00

Thru 95.0% Complete \$47,357.50

Less Previous Fee Billings <44,865.00>

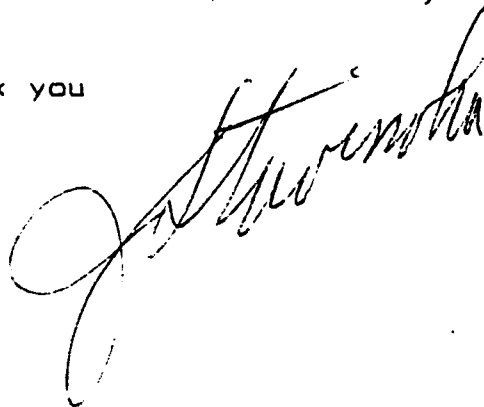
CURRENT FEE AMOUNT DUE..... \$ 2,492.50

Outstanding Invoices

Invoice #11597/3201, dated 09-30-89 29,910.00

TOTAL AMOUNT DUE \$32,402.50

Thank you

800 Bering Drive
Post Office Box 130319
Houston, Texas 77219-0319
713-977-5777

11-20 Meeting
#13

40 0487

RESOLUTION ACCEPTING THE PROVISIONS OF
STATE DEPARTMENT OF HIGHWAYS AND PUBLIC
TRANSPORTATION COMMISSION MINUTE ORDER

THE STATE OF TEXAS § Richmond, Texas
COUNTY OF FORT BEND § November 20, 1989

MOTION was made by Commissioner Bob Lutts and seconded by Commissioner Ben Denham that the County of Fort Bend

accept the provisions contained in Minute Order 89464 passed by the State Department of Highways and Public Transportation Commission on October 27, 1989, for the improvement by the State Department of Highways and Public Transportation of the project described below:

VOTE on the motion was as follows:

<u>Comm. Bud O'Shieles - for</u>	<u>Comm. Bob Lutts - for</u>
<u>Comm. Ben Denham - for</u>	_____
<u>Comm. Alton Pressley - for</u>	_____

WHEREUPON the motion was declared unanimously carried.

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

I hereby certify that the foregoing is a true and correct copy of the order passed by the Fort Bend County Commissioners Court on November 20, 1989.

(Seal)

Dianne Nelson
City Secretary or County Clerk

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

40 0488

FORT BEND COUNTY

MINUTE ORDER

PAGE 1 OF 4 PAGES

DISTRICT NO. HOUSTON (12)

AS PER ORIGINAL

WHEREAS, IN FORT BEND COUNTY ON STATE HIGHWAY 6 FROM U.S. HIGHWAY 90A SOUTHEASTERLY TO MCKEEVER ROAD, A DISTANCE OF APPROXIMATELY 10.0 MILES, LOCAL OFFICIALS HAVE REQUESTED THE CONSTRUCTION OF A BYPASS AROUND THE FIRST COLONY AREA IN SUGAR LAND; AND

WHEREAS, LOCAL OFFICIALS HAVE INDICATED SIGNIFICANT CONTRIBUTIONS OF RIGHT OF WAY DONATIONS ARE ANTICIPATED; AND

WHEREAS, THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION HAS AN ADDED CAPACITY PROJECT SCHEDULED FOR STATE HIGHWAY 6 FROM U.S. HIGHWAY 90A TO FARM TO MARKET ROAD 1092 IN LEVEL III OF THE 1988 10-YEAR PROJECT DEVELOPMENT PLAN; AND

WHEREAS, IT WAS DETERMINED DURING THE PUBLIC INVOLVEMENT PHASE THAT A BYPASS WOULD SERVE AS AN ALTERNATE ROUTE IN ORDER TO MINIMIZE THE SOCIAL AND ECONOMIC IMPACTS WHICH COULD RESULT FROM EXPANDING THE ADDED CAPACITY PROJECT TO THE ULTIMATE 20-YEAR DESIGN, AND THAT WITH THE CONSTRUCTION OF A BYPASS, A SIX-LANE SECTION WITH NO GRADE SEPARATION AT WILLIAMS TRACE BOULEVARD COULD SERVE THE TRAFFIC NEEDS OF THE AREA;

WHEREAS, LOCAL OFFICIALS HAVE REQUESTED THAT AFTER THE COMPLETION OF A BYPASS, THE SECTION OF EXISTING STATE HIGHWAY 6 FROM U.S. HIGHWAY 90A TO FARM TO MARKET ROAD 1092, A DISTANCE OF APPROXIMATELY 6.3 MILES, BE REMOVED FROM THE STATE HIGHWAY SYSTEM AND CONVEYED TO THE COUNTY AND CITIES FOR MAINTENANCE AND OPERATION;

NOW, THEREFORE, IT IS ORDERED THAT THE ENGINEER-DIRECTOR IS HEREBY DIRECTED TO TENDER THE FOLLOWING PROPOSAL TO FORT BEND COUNTY AND THE CITIES OF SUGAR LAND AND MISSOURI CITY:

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

40 0489

FORT BEND COUNTY

MINUTE ORDER

PAGE 2 OF 4 PAGES

DISTRICT NO. HOUSTON (12)

PROVIDED THAT FORT BEND COUNTY AND THE CITIES OF SUGAR LAND AND MISSOURI CITY WILL:

1. PROVIDE THE ADDITIONAL RIGHT OF WAY ALONG EXISTING STATE HIGHWAY 6 NECESSARY FOR A TOTAL RIGHT OF WAY WIDTH OF 130 FEET FOR A SECTION OF THE ADDED CAPACITY PROJECT BETWEEN LEXINGTON BOULEVARD AND SETTLERS WAY BOULEVARD, A DISTANCE OF APPROXIMATELY 1.4 MILES, CLEAR OF OBSTRUCTIONS AND FREE OF COST TO THE STATE WITH ACQUISITION PROCEDURES TO BE IN ACCORDANCE WITH POLICIES OF THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION AND WITH APPLICABLE FEDERAL AND STATE LAWS GOVERNING THE ACQUISITION POLICIES FOR ACQUIRING REAL PROPERTY.
2. AFTER THE MAXIMUM RIGHT OF WAY FOR THE BYPASS IS RECEIVED THROUGH DONATIONS, PROVIDE TEN PERCENT OF THE COST OF THE REMAINING RIGHT OF WAY CLEAR OF OBSTRUCTIONS TO THE STATE WITH ACQUISITION PROCEDURES TO BE IN ACCORDANCE WITH POLICIES OF THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION AND WITH APPLICABLE FEDERAL AND STATE LAWS GOVERNING THE ACQUISITION POLICIES FOR ACQUIRING REAL PROPERTY.
3. PROVIDE TEN PERCENT OF THE COST OF ELIGIBLE UTILITY ADJUSTMENTS AS MAY BE REQUIRED IN ACCORDANCE WITH POLICIES OF THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION.
4. AFTER CONSTRUCTION OF THE STATE HIGHWAY 6 BYPASS, ACCEPT THE CONVEYANCE FROM THE STATE OF THE SECTION OF EXISTING STATE HIGHWAY 6 FROM U.S. HIGHWAY 90A TO FARM TO MARKET ROAD 1092 AND ASSUME TOTAL RESPONSIBILITY FOR MAINTENANCE AND OPERATION OF SAID SECTION OF ROADWAY.

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

40 0490

FORT BEND COUNTY

MINUTE ORDER

PAGE 3 OF 4 PAGES

DISTRICT NO. HOUSTON (12)

THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION WILL:

1. AFTER THE MAXIMUM DONATIONS FOR THE BYPASS ARE RECEIVED, PROVIDE NINETY PERCENT OF THE REMAINING COST OF RIGHT OF WAY CLEAR OF OBSTRUCTIONS WITH ACQUISITION PROCEDURES TO BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION POLICIES AND WITH FEDERAL AND STATE LAWS GOVERNING THE ACQUISITION POLICIES FOR ACQUIRING REAL PROPERTY.
2. PROVIDE NINETY PERCENT OF THE COST OF ELIGIBLE UTILITY ADJUSTMENTS AS MAY BE REQUIRED IN ACCORDANCE WITH POLICIES OF THE STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION.
3. REMOVE THE EXISTING SECTION OF STATE HIGHWAY 6 FROM U.S. HIGHWAY 90A TO FARM TO MARKET ROAD 1092 FROM THE STATE HIGHWAY SYSTEM AND DESIGNATE THE PROPOSED BYPASS ON THE STATE HIGHWAY SYSTEM.
4. CONSTRUCT A SIX-LANE FACILITY ALONG THE EXISTING ALIGNMENT FROM U.S. HIGHWAY 90A SOUTHEASTERLY TO THE BRAZORIA COUNTY LINE WHICH WAS PREVIOUSLY AUTHORIZED IN LEVEL III OF THE 1988 10-YEAR PROJECT DEVELOPMENT PLAN.

UPON ACCEPTANCE OF THE PROVISIONS OF THIS ORDER BY FORT BEND COUNTY AND THE CITIES OF SUGAR LAND AND MISSOURI CITY, IT IS FURTHER ORDERED THAT THE PROJECT TO CONSTRUCT A BYPASS BE AND IS HEREBY ADDED TO LEVEL II OF THE 1988 10-YEAR PROJECT DEVELOPMENT PLAN; AND THE ENGINEER-DIRECTOR IS HEREBY AUTHORIZED TO PROCEED IN THE MOST FEASIBLE AND ECONOMICAL MANNER WITH PROJECT DEVELOPMENT TO INCLUDE ANY NECESSARY AGREEMENTS, RIGHT OF WAY ACQUISITION AND UTILITY ADJUSTMENTS; AND PROCEED WITH RELOCATION ASSISTANCE AT AN ESTIMATED COST TO THE STATE OF \$100,000; AND

XC: Commissioners: O'Shieles, Pressley, Denham, Lutts 11-6-89
& Co. Engineer

~~FUTURE AGENDA~~



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0491

AS PER ORIGINAL
AS PER ORIGINAL

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.

November 2, 1989

IN REPLY REFER TO

Fort Bend County
SH 6 from US 90A southeasterly
to McKeever Road
Minute Order 89494

Approved
11/20/89

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

Dear Judge Stavinoha:

Attached is a copy of the subject Minute Order passed by the Commission on October 27, 1989.

You will note that acceptance by Fort Bend County within 90 days from the date of the Minute Order is required before the Minute Order can become operative. In this connection, we are attaching a form for accepting the provisions of this Minute Order that should be prepared after Commissioners Court meets. All blanks shown on the form must be completed. The certification must be signed by the County Clerk, with their seal affixed near their signature on the form, and returned to this office no later than February 18, 1990.

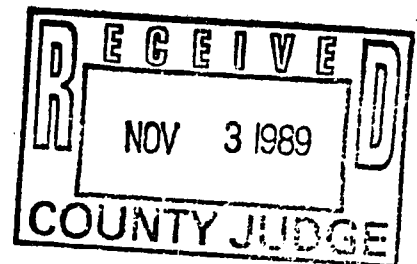
If you have any questions regarding this matter, please contact Mr. James E. Grayson, P.E., District Program Engineer, of this office at (713)869-4571.

Sincerely,

J. A. Nitsch

J. A. Nitsch, P.E.
Assistant District Engineer
District No. 12

Attachment
cc: Mr. Grayson, P.E.



1' 14 Plantation Place

40 0492
FILED FOR RECORD
TIME _____ A.M.
P.M.

ORIGINAL IRREVOCABLE LETTER OF CREDIT NO. 221

NOV 20 1989

Fort Bend County Judge Jodie E. Stavinocha
or his successors in office
Richmond, Texas 77469

Denise Wilson
County Clerk, Fort Bend Co., Tex

Expiration Date: November 17, 1990

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Deedco Properties, Inc., for a sum or sums, not to exceed in the aggregate, the amount of Two Hundred Eighteen Thousand Seven Hundred Fifty (\$218,750.00), in U.S. Dollars, available by your draft at sight drawn on us, to be accompanied by an affidavit from Fort Bend County Judge Jodie E. Stavinocha, or his successors in office, stating one of the following:

1. "The undersigned, Jodie E. Stavinocha, or Assign, hereby certifies to Spring National Bank as the issuer of Letter of Credit No. 221 dated November 17, 1989 in the amount of Two Hundred Eighteen Thousand Seven Hundred Fifty Dollars and no/100 (\$218,750.00) that Deedco Properties, Inc. has failed to build and/or maintain roads within Plantation Place, in accordance with the Subdivision Regulations of Fort Bend County, Texas prior to the roads being accepted for permanent maintenance by Fort Bend County and, by virtue of such failure, Beneficiary is entitled to receive funds in the amount of (\$ _____), not to exceed the face amount of \$218,750.00."
2. "The undersigned, Jodie E. Stavinocha or Assign, hereby certifies to Spring National Bank, as issuer of Letter of Credit No. 221, dated November 17, 1989, in the amount of Two Hundred Eighteen Thousand Seven Hundred Fifty Dollars and no/100 (\$218,750.00), has failed to deliver, at least 30 days prior to the current expiration date of this Letter of Credit, either a renewal of this Letter of Credit, or an acceptable substitute Letter of Credit. Such renewal or substitute Letter of Credit evidencing an expiration date no earlier then one year from the issuance date of such renewal or substitute and, by virtue of said non-delivery, Beneficiary is entitled to receive funds equal in amount of the undrawn balance of this Letter of Credit, such amount being _____".

Partial drawings on this Letter of Credit are permitted.

Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

Any draft drawn under this Letter of Credit must be marked "Drawn under the Letter of Credit No. 221, dated November 17, 1989. All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us on due presentation at our counters on or before November 17, 1990."

SPRING NATIONAL BANK

BY: 

**M. L. Junod, Vice Chairman/CEO
President**

ATTEST: 

**Kenneth G. Simpson
Sr. Vice President/Cashier
Spring National Bank**

15. CONSIDER ACCEPTING STREETS IN AUSTIN PARK, SEC. 1 & 2, INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following streets in Austin Park, Sec. 1 & 2, into the county road maintenance system and release all road bonds: (Recorded in minutes in full)

AUSTIN PARK, SEC.1:

Mesquite Dr.	1618'
Indigo Dr.	332'
Honeylocust Dr.	342'
Sophora Place	543'
Mimosa Way	844'
TOTAL	3679'

AUSTIN PARK, SEC.2:

Settlers way Blvd.	228'
Adonia Place	472'
Amphora Circle	967'
Black Locust Dr.	733'
Water Locust Dr.	762'
Mesquite Dr.	1697'
Acacia Dr.	1936'
West Wisteria Cir	1131'
East Wisteria Cir	910'
Senna Place	433'
TOTAL	9269'

16. CONSIDER APPROVAL OF CONSULTANT TO REMOVE UNDERGROUND STORAGE TANKS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to appoint three firms to remove underground storage tanks: (Recorded in minutes in full)

Espey Huston - Commissioner Precinct 1 (4 tanks)
A.E.C. - Drainage District (2 tanks)
C.A.S.- Juvenile Detention (1 tank)

Contracts to be approved at a later date.

17. CONSIDER APPLICATION FROM TRUNKLINE GAS CO. TO INSTALL POWER POLE WITH RECTIFIER AND DRILL 300' DEEP WELL ALONG CANDELA DR., PCT.3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application from Truckline Gas Co. to install power pole with rectifier and drill 300' deep well along Candela Dr., Pct. 3. (Recorded in minutes in full)
Performance bond in the amount of \$2,000 was presented to Court.

18. CONSIDER APPROVING SERVICES FROM GREEN CONCRETE CONTRACTORS FOR THE MONITORING WELLS' CONCRETE PADS & WELL PROTECTORS FOR \$1,000:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve services from Green Concrete Contractors for the monitoring wells' concrete pads & well protectors for \$1,000.

19. CONSIDER SETTING PUBLIC HEARING FOR REPLAT OF WILLOW FORK SEC. 1, PCT.3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set hearing date for December 11, 1989 at 10:00 a.m. to consider replat of Willow Fork Sec. 1, Pct.3.

RECEIVED NOV 16 1989 15

COUNTY OF FORT BEND

Engineering Department

40 0495

AS PER ORIGINAL

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

November 13, 1989

Commissioner Bob Lutts
Fort Bend County Precinct 4
P. O. Box 187
Fulshear, TX 77441

Re: Austin Park, Section 2

Dear Sir:

A final inspection was made on November 13, 1989, on the above subdivision and all deficiencies have been corrected.

The streets, along with their footage lengths; are as follows:

Settlers Way Blvd.	228'
Adonia Place	472'
Amphora Circle	967'
Black Locust Drive	733'
Water Locust Drive	762'
Mesquite Drive	1697'
Acacia Drive	1936'
West Wisteria Circle	1131'
East Wisteria Circle	910'
Senna Place	433'

Total
9269'

The "Bond" that can be released upon acceptance of roads in Commissioners' Court is #SCR-0524-72-49 in the amount of \$148,650.00.

If you have any questions, please call.

Sincerely,

Karl E. Baker

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

KEB/mk

cc: Darri Ofczarzak, Sugarland Properties Inc.
file

RECEIVED NOV 16 1989 15

COUNTY OF FORT BEND

40 0496

Engineering Department

AS PER ORIGINAL

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

November 13, 1989

Commissioner Bob Lutts
Fort Bend County Precinct 4
P. O. Box 187
Fulshear, TX 77441

Re: Austin Park, Section 1

Dear Sir:

A final inspection was made on November 13, 1989, on the above subdivision and all deficiencies have been corrected.

The streets, along with their footage lengths; are as follows:

Mesquite Drive	1618'
Indigo Drive	332'
Honeylocust Drive	342'
Sophora Place	543'
Mimosa Way	844'

*Subtotal
3679'*

The "Bond" that can be released upon acceptance of roads in Commissioners' Court is #SCR-0524-72-57 in the amount of \$53,085.00.

If you have any questions, please call.

Sincerely,

Karl E Baker

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

KEB/mk

cc: Darri Ofczarzak, Sugarland Properties Inc.
file

1.0

COMPANY CREDENTIALS AND FACILITIES

Espey, Huston & Associates, Inc. (EH&A) is an engineering and environmental consulting firm with corporate headquarters in Austin, Texas and branch offices in Houston, San Antonio, Dallas, Round Rock, Fort Worth and Galveston, Texas; Albuquerque, New Mexico; New Orleans, Louisiana; Washington, D.C. and Gloucester, Virginia. Additional facilities are located in Middlesbrough, England and Munich, Germany. Talbert, Cox & Associates, Inc. (TCA), a subsidiary of EH&A, is primarily involved in transportation engineering. TCA's offices are located in Charlotte, North Carolina; W. Columbia, South Carolina; Atlanta, Georgia; and Nashville, Tennessee. Another subsidiary of EH&A, Espey, Huston/SME, Inc. (SME), provides structural, mechanical, and electrical engineering expertise and is located in Austin, Texas. EH&A, TCA, and SME have a broad range of capabilities and experience and have provided extensive engineering and environmental consulting services throughout the United States, as well as abroad.

EH&A was founded in 1972, as a partnership by W. H. Espey, Jr. and R. J. Huston, and incorporated in 1973. Presently, out of a staff of more than 400 employees, approximately two-thirds hold professional degrees and over 100 hold graduate degrees. EH&A's professional staff includes specialists in civil, chemical and environmental engineering; surface and ground-water hydrology; geology and geotechnical engineering; construction management; air quality and climatology; terrestrial and aquatic ecology and biology; bioassay and biomonitoring toxicity; archaeology; sociology and economics. Historically, EH&A has grown with the objective of developing both engineering and environmental capabilities, as manifested in the firm's services, the scope of which accommodates a wide range of client needs from the most specific engineering or environmental problems to the most complex aggregation of both. EH&A is neither an engineering nor an environmental firm alone, but an integrated team of professionals whose varying disciplines and continuous interaction provide a breadth of capabilities.

Underground storage tank (UST) management involves an integrated, multidisciplinary approach which EH&A, TCA, and SME effectively carry out through close coordination between their engineering and environmental professionals. EH&A has the experienced personnel and capabilities to conduct detailed engineering, hydrogeological and ecological investigations for proposed, existing and abandoned UST sites in accordance with the requirements and methodologies prescribed by applicable local, state, and federal regulations. TCA has been involved in the design of UST work for numerous airports and petroleum facilities. The professional staff of SME has provided design upgrades and recommendations regarding corrosion protection for underground structures. EH&A, TCA, and SME stay abreast of the most recently promulgated UST regulations and design technology.

1.1 ORGANIZATION AND TECHNICAL DISCIPLINES

The professional staff organization at EH&A is primarily arranged by discipline, with Waste Management, Geosciences, Water Resources, Hydrology and Air Quality program areas located in the Environmental Engineering Division. The professional staff routinely work in multidisciplinary roles, performing studies that cut across the various divisions and program areas of the company and its subsidiaries.

Geologists and ground-water hydrologists compose the staff of Geosciences Programs. Professionals within this group have extensive experience in hydrogeological investigations. This experience includes ground-water monitoring, soil/rock and water sample collection, and data analysis including ground-water hydraulic evaluations (permeability, transmissivity, porosity), contaminant transport, direction and rate of ground-water flow, injection well reservoir analysis, etc. Data analysis capabilities range from relatively simple analytical approaches to computer modeling. Project experience includes design of ground-water monitoring

State University (accredited by the Defense Mapping Agency, San Antonio, Texas) and at Texas Natural Resources Information System (TNRIS), the Texas affiliate of the National Cartographic Information Center. In addition, several employees are members of the American Society of Photogrammetry.

EH&A's Environmental Division is presently utilizing an AUTOCAD computerized drafting system which allows state-of-the-art digitized mapping and cartographic capabilities. The AUTOCAD system is compatible with EH&A's IBM PCs as well as with other CAD systems in use by other agencies or organizations for graphic data exchange. The system, along with an available optical scanner service, allows image digitizing of any desired base maps and then enables the user to manipulate scale, produce unlimited overlays, calculate areas, zoom for display, and produce quality finished maps or drawings as desired. This system greatly reduces time and expense of manual cartographic reproduction for all types of projects and allows quick and accurate corrections or modifications.

EH&A's computer mapping capabilities are greatly enhanced by the usage of the firm's Intergraph computer system. Intergraph has long been a leader in the computer mapping and drafting fields and has become the standard for many agencies and municipalities. The system allows for structuring, standardizing and manipulating data effectively from data entry stages through final production. Input to the system can come from many sources including graphics files derived from aerial photography, data files from other CAD systems. Once in the system, Intergraph's powerful graphic capabilities allow for modification, analysis and reproduction of design data with cost-effective speed and accuracy. The data residing on the system is then available for simplified updates and enhancement offering long term cost-savings in data management.

Capabilities in the graphics and design group include the development and generation of charts and graphs, slides, exhibits, illustrations, technical drawings, and site plans. Other skills include production of architectural renderings and

2.0

FIRM'S UST CAPABILITIES AND PROJECT EXPERIENCE

EH&A and its subsidiaries offers full services to its clients for the management of underground storage tank systems. Typical services include:

- * Regulatory Negotiations Support
 - Up-to-date knowledge of current regulations
 - Permits
- * Facility Audits and Tank Assessments
 - Evaluation of existing storage facilities
 - Development of Management of Underground Storage Tank (MUST) programs
 - Design of tank systems
- * Leak Detection and Prevention
 - Design of leak detection systems
 - Impermeable confining barriers
 - Continuous vapor detection systems
- * Site Investigation and Contaminant Delineation
 - Monitor well and lysimeter installations
 - Geophysical/geotechnical studies
 - Organic vapor emission surveys
- * Corrective Action Measures
 - Extraction/reinjection wells and trenches
 - Slurry grout containment barriers
 - Soil venting systems

* Tank Closures

- Preparation of closure plans and reports
- Preparation of contract documents and construction administration/management services

EH&A has conducted a number of UST site assessments and remedial investigations. We have developed construction plans, closure plans and provided construction management and site inspection services for tank removal. Many of these projects have required agency notification and negotiations. Representative project summaries are provided below.

WASTE OIL TANK REPLACEMENT, NORTH STAR VOLKSWAGEN, HOUSTON, TEXAS

This project consisted of removal and disposal of an existing underground waste oil tank and replacement with a new 275-gallon, above-grade tank with suction pump and appurtenances installed within a proposed metal building enclosure. The existing tank was of metal construction, 500-gallon capacity, approximately 15 years old, located at a car dealership service garage and used for storage of waste motor oil and automotive fluids. Contents of the existing tank were tested and classified as hazardous per federal and state regulations if not sent to a recycling company.

For this project, EH&A prepared all plans, specifications, cost estimates and bid documents. This included coordination and/or approval with Texas Water Commission, Texas Department of Health, City of Houston Department of Public Works and the City of Houston Fire Department. In addition, EH&A was responsible for obtaining and coordinating all tank contents and soils testing, all required notification to city and state officials, obtaining all required permit approval and inspecting construction.

IDENTIFICATION, DELINEATION AND REMEDIATION OF HYDROCARBON
CONTAMINATION, NORTH AUSTIN MUNICIPAL UTILITY DISTRICT NO. 1,
AUSTIN, TEXAS

EH&A conducted investigations of hydrocarbon contamination situated within trench-fill materials associated with a water main. The studies consisted of monitor well installation, performance of pump tests, assessment of the hydraulic properties within the trench, and analysis/evaluation of potential remedial alternatives. Implemented hydrocarbon recovery system resulted in nearly total removal of the contamination by EH&A.

INVESTIGATION AND REMEDIATION OF GASOLINE LEAKAGE AT SERVICE
STATION, MOBIL OIL CORPORATION, RICHARDSON, TEXAS

EH&A conducted site investigation to determine source of hydrocarbon present within near-surface aquifer system. The study consisted of monitor well installation, assessment of lithologic and hydrologic characteristics of near-surface stratum and determination of extent and rate of contaminant plume movement. Potential remedial alternatives for removal of hydrocarbon contamination were analyzed and evaluated. Hydrocarbon recovery program was designed and implemented utilizing large diameter extraction well system.

UST SITE ASSESSMENT, CLIENT CONFIDENTIAL, ALEXANDRIA, TEXAS

A confidential client has four underground steel storage tanks located at a site in Alexandria, Texas. There are two 1,000 gallon tanks containing gasoline, one 3,000 gallon tank containing solvent and one 6,000 gallon tank containing diesel. Ground water is approximately three feet below grade at this site. Client is currently evaluating removal of one or more of the tanks.

EH&A performed a preliminary site assessment prior to removal of the diesel tank. The field investigation consisted of drilling two borings at each end of the tank, extending through the backfill into natural soil. Additional borings were drilled for purposes of retrieving background samples. EH&A was prepared to develop a remedial action program if contamination had been encountered.

UST REPLACEMENT, CLIENT CONFIDENTIAL, SAN ANTONIO, TEXAS

The project consists of the removal of three underground storage tanks located at three different car dealerships in San Antonio, Texas. The client intends to replace the underground tanks containing waste oil with above ground tanks.

EH&A was able to obtain a variance of a local ordinance prohibiting above ground tanks containing flammable or combustible liquid. In addition, EH&A developed construction documents for the removal of the underground tanks and for the design of the above ground tanks to serve as replacements. EH&A will also provide construction administration services including field inspection and review of shop drawings to verify that construction is in compliance with the plans and specifications. A site assessment will be conducted to determine if any contamination has occurred. If necessary, EH&A will design and implement a remedial action program.

UST CLOSURE SUPERVISION, CLIENT CONFIDENTIAL, TEXAS

EH&A is in the process of supervising closure of three underground base steel tanks ranging in capacity from 1000 gallons to 6000 gallons. These tanks served primarily as storage for used oils and were replaced with above ground tanks. Analytical results from the sampling program indicated some contamination had occurred at two of the sites. EH&A is currently in negotiations with the Texas Water Commission regarding this matter.

GROUND-WATER ASSESSMENT AND ENGINEERING STUDIES, G. E. RAILCAR
SERVICES, RANGER, TEXAS

EH&A conducted geohydrologic assessment of ground-water contamination from surface impoundments associated with railcar cleaning facility. Operating records were reviewed to determine chemical components of waste. Regional geologic features of the site were reviewed to design drilling and sampling program. EH&A conducted borings and ground-water monitor well installation to determine subsurface stratigraphy and the extent of contamination, and developed constituent concentration isopleth maps from results of sampling/analysis program. EH&A waste management engineers and hydrogeologist also prepared closure plans for hazardous waste surface impoundment, conducted regulatory negotiations to assess RCRA applicability, prepared RCRA Part 'B' permit application, and conducted remedial engineering design of several alternatives which were eventually implemented at the site.

REMOVAL OF GASOLINE USTs, TEXAS UTILITIES ELECTRIC COMPANY, TAYLOR,
TEXAS

A leak had been encountered at one of the client's service centers containing two gasoline tanks with a capacity of 2,000 gallons and 6,000 gallons, respectively. It was determined that the leak was in the 6,000-gallon tank. EH&A performed a hydrogeologic study and conducted regulatory negotiations with the Texas Water Commission regarding clean-up requirements. In addition, EH&A performed construction inspection services, installed monitoring wells, and prepared closure documents for tank removal and reinstallation.

UNDERGROUND STORAGE TANK LEAK INVESTIGATION AND CLEAN-UP
INCLUDING DELISTING PETITION, MOTOROLA, INC., AUSTIN, TEXAS

EH&A performed a geotechnical investigation to determine the extent of chemical contamination. The study consisted of the installation of monitoring wells,

and the analysis of soils, sediments, and surface waters in close proximity to the site.

Closure certification of clean-up activities was performed. In addition, delisting petition documents were developed. These documents contained descriptions of contaminants (e.g., concentration; toxicological data; migration in soil, ground-water, and surface-water systems, etc.) and of clean-up activities (e.g., extent of excavation, disposition of wastes, quality/concentration of soils left in place, etc.).

REMOVAL OF FUEL OIL UST, FEDERAL REALTY, LANGHORNE, PENNSYLVANIA

For this project, EH&A conducted regulatory negotiations and then initiated a sampling and analysis program of the soils. EH&A performed construction inspection services and arranged for the haulage and disposal of the contaminated soils. In addition, EH&A is in the process of assessing the extent of ground-water contamination.

RIVER TERMINAL TANK CONSOLIDATION AND UPGRADING, PHASE I, EXXON CO., USA, MEMPHIS, TENNESSEE

TCA has designed new tankage, dikes, and the associated pumping and piping systems for a terminal in Memphis, Tennessee. The project also involved the design and implementation of a fire protection and spill control system. In addition, the study included the design of inventory control instrumentation for jet fuel and diesel fuel systems.

UNDERGROUND STORAGE TANK SITE ASSESSMENTS, VAPOR RECOVERY PERMITTING, TANK REMOVAL/REPLACEMENT PERMITTING AND MANAGEMENT, CLIENT CONFIDENTIAL, NEW JERSEY, NEW YORK

Because of the implementation of more stringent State and Federal environmental laws protecting air and ground water quality in the northeast, EH&A has been retained to obtain local and State permits for the installation of stage II vapor recovery systems and the removal and replacement of existing underground storage tanks at over 100 gasoline retail facilities in both New Jersey and New York (all having in excess of 30,000 gallons). In obtaining the necessary permits for each facility EH&A has engaged in soil investigations, tank tightness testing, contaminated soils disposal and have provided expert testimony to both municipal and State officials and regulators.

UNDERGROUND TANK DIVISION



AS PER ORIGINAL
40 0507

UNDERGROUND STORAGE TANK (U.S.T.) SERVICES AND ACTIVITIES

C.A.S. Engineering Inc. Underground Tank division provides a complete range of services in consulting, planning, design, engineering and testing for Hazardous Waste Management and Underground Storage Tanks. C.A.S. Engineering can design, engineer and test tanks for both municipal and private. The scope of professional office and field services includes:

- Underground Tank Testing using the latest leak detection equipment (precision test per NFPA 329)
- Preparation of Applications for Provisional and operating permits for storage of hazardous materials in underground tanks (HMUSP)
- Preparation of underground tank leak detection plan and monitoring program reports
- Preliminary groundwater and soil contamination investigations.
- Installation of monitoring systems
- Underground tank repair, removal and replacement
- Engineering design and coordination
- Hazardous spill cleanup plans and operations
- Preparation of plans specifications and engineering cost estimates for new underground tank installations
- Construction, Surveillance and engineering management
- Industrial wastewater management plans
- RCRA permit applications

The C.A.S. Engineering program for testing, certification and monitoring systems for underground tanks is in accordance with Environmental Protection Agency (E.P.A.) State of Texas and various city and county guidelines and regulations. As an experienced and competitive engineering company, solutions are devised for environmental problems in a cost effective manner. The C.A.S. Engineering team of scientists, engineers, technicians and service station contractors can provide services in any of the above mentioned areas.

11/10/83
11/10/83
11/10/83

UNDERGROUND TANK DIVISION



C.A.S.
ENGINEERING, INC.

40 0508

AS PER ORIGINAL

C.A.S. Engineering Inc., a professional engineering and planning company and the firm's principals have been active in the waste management field for more than five (5) years. Underground tank precision testing, monitoring, repair and/or removal, a natural part of the firm's hazardous waste management activities, were added to the full services complement shortly after the requirement for tank testing was established in the State of Texas.

In response to your request for a proposal for development of a tank monitoring plan and system, we are submitting the following information:

TECHNICAL APPROACH

A summary of our technical approach is presented below. We assume that your tanks have been tested and certified, so the tasks covered herein do not include tank testing.

Relative to development of the tank monitoring plan (Task 2), a plot plan will be prepared showing all physical structures, access, etc., location of storage tanks, piping runs, and fuel island. Applicable monitoring plan alternatives depend on water boring of the initial well is completed. Soil samples are taken from each well to insure no contamination is present.

In order to bore and install the monitoring wells (dry or wet) adequate access for the drill rig (truck mounted) is needed. Once the wells are bored and piping installed, the monitoring sensors will be installed and wires connected to the warning panel. The electronic warning panel is usually located at a nearby building where power is available.

SUMMARY OF TECHNICAL APPROACH

TASK	APPROACH
1. Site and hydrogeological data analysis	Prepare site drawing. Obtain and analyze hydrology and geological data.
2. Develop Tank Monitoring Plan & Prepare Draft Specs & Cost Estimate for Long-term Monitoring	Analyze the monitoring well arrangements permitted by the County; select the most cost effective system; prepare proposed Tank Monitoring Plan(s) and submit for client approval.
3. Submit Plan(s) to Local Agency	After approval by Client, submit proposed Tank Monitoring Plan(s) to the County for approval. Modify as necessary for approved plan.
4. Implement Approved Monitoring Plan	Bore wells, take soil samples, install dry or wet wells as required, install and hookup warning system, check out, train client personnel.

Who Are We?

Associated Environmental Consultants, Inc. is a Houston-based company dedicated to providing environmental services to the Real Estate, Banking, Chemical, Oil and Gas and other industries, who now, more than ever, are in need of qualified professionals to evaluate the environmental status of their properties.

Associated Environmental Consultants, Inc. has extensive experience in a wide variety of environmental projects including Assessments, Underground Storage Tank Management, Title Research, Permitting and Educational Training. We complement our in-house staff in specialty areas by maintaining associations with individual professionals, who have worked with us for many years. These support services allow us to offer our clients complete and comprehensive environmental services.

The professionals at Associated Environmental Consultants, Inc. have always and will continue to respond to our clients needs through regular and open communication, thorough examination of the task at hand and a sound, yet innovative approach to advising our clients on solving environmental problems if such exist. Our goal is to provide our clients with a personal service that is dedicated to responsiveness to our clients individual needs.

AEC

*total of 10 employees in
can consult w/ Civil
Engineering. 40 0510*

CESAR E. SYLVA LL, P.E., R.P.S.

*(Has worked many environmental jobs, but
not strictly U.S.'s)*

EDUCATION:

University of Texas, Bachelor of Science in Civil Engineering
University of Arizona, Post Graduate Studies in Economics

DISCIPLINE:

Civil Engineering
Engineering Management
Business Administration

PROFESSIONAL REGISTRATION:

Texas P.E. 28431
Texas R.P.S. 2930
Louisiana P.E. 7413
Louisiana R.L.S. 3657

PROFESSIONAL EXPERIENCE:

Mr. Sylva has been directly involved in administration and supervision of engineering projects for twenty-nine years. He has extensive experience in engineering design and construction of projects in the fields of: Industrial and Environmental; Public Works; Coastal and Marine Facilities; and Traffic and Transportation.

Mr. Sylva's career encompasses many projects in the environmental field including: Preparation of environmental impact statements, operations and maintenance manual for pollution control systems, design and construction of storage ponds for hazardous waste; design and construction of hazardous materials containment areas; stormwater management for pollution control; research and evaluation on the state-of-the-art and on legal requirements for oil/water separation and oil pollution control.

Mr. Sylva's experience in the environmental field, include the design of sanitary waste disposal facilities ranging from small treatment plants for municipal utility district's to major projects for the Gulf Coast Waste Disposal Authority and the U.S. Navy. He designed and supervised construction of a number of environmental projects, ranging from storm water management programs within contaminated areas to very sophisticated hazardous waste containment and pollution control systems. Mr. Sylva has designed and supervised construction of storm water management systems encompassing all production and storage areas of industrial plants and refineries.

AEC

CESAR E. SYLVA LL., P.E.
(Continued)

On more complex projects, Mr. Sylva designed and supervised construction of encasing and sealing of a forty acre hazardous waste dump. This project included removal and encapsulation of waste, underground and storm water flow control, sealing by placing an impervious clay/plastic liner over the entire forty acre site plus monitoring and maintenance facilities.

Mr. Sylva has designed a number of waste retaining ponds and pollution control systems for abatement of contamination from industrial waste in chemical plants and manufacturing facilities.

Mr. Sylva has conducted environmental impact assessments and produced environmental impact statements ranging from the impact of a major oil tanker dock on the Gulf of Mexico to small commercial facilities.

Mr. Sylva has been involved in the design and/or construction of many public works projects for government agencies and the military such as H. F. Lee Hydropower Stations in North Carolina; hydraulic studies for the Gulf Coast Waste Disposal Authority; drainage waste water treatment facilities, water and sanitary collections and distribution systems pumping stations and other utilities for the cities of Nacagdoches, Sinton, Ingleside, San Marcos, Freeport and others; structural and hydraulic design for channel improvements for Buffalo Bayou, Corps of Engineers; "Golden Palms" development for Texas Urban Renewal Agency. Military related projects include: Air Naval Station ARADMAC in Corpus Christi; Atomic Energy Commission, Pawtex Expansion II; Kelly A.F.B.; Tinker A.F.B.; U.S. Navy.

Mr. Sylva's experience in Coastal Engineering includes: master plans; design of new docks; analysis of structural damage to docks; design of sheet pile retaining wall and associated cargo loading area; design of tanker and barge docks with oil off-loading facilities; alternate design of port facilities for shrimp boats; and pleasure craft marina facilities.

Mr. Sylva's areas of expertise in traffic and transportation include origin and destination studies, traffic analyses and projections, safety research, and even studies of human behavior in driving. He has participated in design of roads and highways from the initial route location from aerial photographs to actual field location and on to design and construction.

PREVIOUS POSITIONS:

Mr. Sylva's prior positions include seven years as President of Clinton Engineering Corporation, an engineering consulting company. Manager of Production of IMCO Services, a Division of Halliburton, representing their mining interests in Latin America. Project Manager for Bernard Johnson Incorporated, Houston; Project Engineer and Construction Superintendent for Peter Kiewit Son's Company, Omaha, Nebraska; and Project Engineer for the Louisiana State Highway Department.

The logo consists of the letters 'AEC' in a bold, stylized, sans-serif font. The letters are enclosed within a rectangular border that has a slightly irregular, hand-drawn appearance.

JAMES R. SQUIRE, P.E., M.S.

AS PER ORIGINAL

EDUCATION:

University of Michigan, B.S. in Environmental Science Engineering
University of Houston, Master of Science in Environmental Engineering

DISCIPLINE:

Environmental Engineering
Civil and Hydraulic Engineering

PROFESSIONAL REGISTRATION:

Texas P.E. 47574
Michigan P.E. 26425

PROFESSIONAL EXPERIENCE:

Mr. Squire has been involved in the evaluation and design of a variety of projects for fifteen years. As Vice President of Operations, he is responsible for the overall engineering efforts and QA/QC of the firm. He has extensive experience in engineering design of environmental, civil, traffic and transportation and marine projects.

Mr. Squire's experience in the environmental field include: Environmental audits and site condition assessments, environmental impact statements, management of underground storage tanks, water pollution control, storm water management and process water segregation, oil/water separation, Spill Prevention Containment and Countermeasure (SPCC) Plans, NPDES permit application and start-up and operation of treatment facilities.

Environmental design projects encompass: environmental assessments for several communities in Michigan, hazardous waste treatment facilities, industrial treatment and pretreatment facilities, stormwater management, stormwater and fire fighting water containment and treatment facility for Texas A&M Fire Fighting School, water and wastewater treatment facilities, including a fine air regional waste treatment plant and major pumping stations, water and sanitary collections systems, pumping stations, rehabilitation and design of drainage channels and structures, storage tank water draw systems, oil/water separators, process and instrumentation control and start-up of the Texas City water treatment plant.

AEX

JAMES R. SQUIRE, P.E.
(continued)

Mr. Squire's traffic and transportation includes: design of transportation, road rehabilitation and bridge replacement projects, traffic control and work sequencing, signing and pavement markings and signalization. Typical design projects include: portions of the US-59 (Southwest Freeway), Beltway 8 and IH-10 East Interchange and IH-35 (Austin), Beltway 8 (West) Frontage Roads, IH-45 (Gulf Freeway) Authorized Vehicle Lane (two sections), several rehabilitation projects (FM 359 and FM 1960), Texas Triangle High Speed Rail Feasibility Study, Berkley Street bridge replacement, extension of Westpark and several traffic signalization projects.

Mr. Squire's costal and marine projects include: dock repairs and staging slabs, master plan for Manchester Terminal, analysis of structural damage to docks; design of a sheet pile retaining wall and associated cargo loading area and drainage improvements for Manchester Terminal, dock repair and product transfer lines at dock side.

General civil projects include: site utilities, water and sanitary collection systems including water network analysis, drainage channels and utility location/relocations.

Mr. Squire has also developed several customized computer programs and is familiar with several computer application programs including: HEC programs, AutoCad, Lotus, and several utility and word processing programs.

PREVIOUS POSITIONS:

Mr. Squire's prior positions include: Senior Project Engineer/Project Manager, Clinton Engineering Corporation, Houston, Texas; Project Engineer, AWARE, Inc./Southwest, Houston, Texas; Project Engineer, Bernard Johnson Inc., Houston, Texas; Staff Engineer and later Junior Project Engineer, Gove Associates, Inc., Kalamazoo, Michigan; and Research Associate II, University of Michigan Sea Grant Program, Ann Arbor, Michigan.

AEC

BRENT LEFTWICH**EDUCATION:**

Southwest Texas State University

DISCIPLINE:

Urban Planning
Public Administration

PROFESSIONAL EXPERIENCE:

While attending Southwest Texas, Mr. Leftwich worked for the City of Lockhart, Texas in various administrative capacities ranging from Tax Assessor-Collector to Interim City Manager with complete charge of all city operations.

After graduation, Mr. Leftwich was involved in the land development and construction business in Bay City, Texas as general superintendent.

In 1978, Mr. Leftwich relocated to the Houston area and became involved in the residential and commercial real estate industry.

This involvement in real estate led to the formation of Texas Acquisition & Title Services, Inc. (TATS), a company wholly owned by Mr. Leftwich. TATS provides title abstracting services for environmental firms, pipeline companies, oil & gas companies, engineers, surveyors, major utility companies, MUD districts and many others throughout the United States.

As President of AEC, Brent is in charge of corporate administration, finance and the coordination of title research activities which allows him to put his ten years of experience in the title research industry to use for the firm.

The logo for AEC (American Engineering Council) is located in the bottom right corner. It consists of the letters 'AEC' in a bold, stylized, sans-serif font, enclosed within a rectangular border.

MIKE FLORY**EDUCATION**

Indiana State University - Bachelor of Science Education

DISCIPLINE

Environmental Health
Health and Safety
Education

PROFESSIONAL EXPERIENCE

Mr. Flory has had a broad based background in marketing, owning and managing several business opportunities over the past 21 years.

Mr. Flory began his career with the completing of an internship in environmental health in Oakland County, Michigan. That internship encompasses many phases of environmental health.

After graduation Mr. Flory spent several years in the Marketing Department with Texaco, Inc. During that time he helped place several people in wholesale and retail operations. Part of that installation included supervising and managing start-up operations from beginning construction to complete turn key business.

Mr. Flory also has served as a marketing director for a bank which was part of the Allied Holding companies. As a director in the Allied system, Mr. Flory worked in the area of business development and overseer of the marketing operations.

His marketing and communication skills led Mr. Flory to his initial love of environmental health. Mr. Flory developed a company to work in the training of employer and employees on environmental issues. Currently Mr. Flory is listed on the approved training list with Houston's regional OSHA office.

Mr. Flory's expertise in marketing and background in environmental health has proven invaluable as Vice-President of Marketing with Associated Environmental Consultants, Inc.

PREVIOUS EXPERIENCE

Mr. Flory's positions include 8 years in marketing with Texaco, Inc., 7 years as General Manager of a large car care center in Southwest Houston, Marketing Director for Allied, Missouri City, Texas, Service Director for a Ford dealership in Rosenberg, Texas, President of Diversified Environmental Services and President of Environmental Educational Services.

The logo for Associated Environmental Consultants (AEC) is located in the bottom right corner. It consists of the letters 'AEC' in a bold, stylized, sans-serif font. The 'A' and 'E' are connected, and the 'C' is a simple curve. The logo is black on a white background.

DAVID ALAN SAUL**EDUCATION**

University of Florida, Bachelor of Science in Chemical Engineering
University of Texas-EPA, Certification in Asbestos Inspection and Management Planning

DISCIPLINE

Chemical Engineering
Environmental Engineering
Asbestos Survey and Management
Hazardous Material Equipment
Business Administration

PROFESSIONAL EXPERIENCE

Mr. Saul has been actively involved in asbestos inspection and management for the past fifteen months during which time he has prepared inspections on over 2MM square feet of space ranging from private homes to multi-story office towers. He has prepared complete AHERA plans for three schools and a comprehensive management plan for a leading non-profit institution for their headquarters building.

Mr. Saul is also certified to specify and manage asbestos abatement projects.

Mr. Saul's engineering career encompasses considerable work in discovery, measurement and resolution of air and water pollution projects in the chemical and pulp and paper industries. This work included design and installation of gathering and scrubbing equipment to solve specific air pollution problems. His experience includes dealing with waste storage and run-off problems.

Mr. Saul also has considerable experience in manufacture of specialized portable equipment for hazardous material control and both portable and in situ breathing air equipment for personnel protection.

AEX

W. M. "Bill" SANDEEN**EDUCATION:**

Lawrence University, B.S. Geology
University of Colorado and Knox-Cornell, Geology field camps
University of Houston and Texas Tech University, Post graduate work
Seminars by Texas Water Development Board and U.S. Geological Survey

DISCIPLINE:

Geology

EXPERIENCE:

Mr. Sandeen has over forty years experience in geological analysis and evaluation of ground water, fault-creep, flooding, well log interpretation and subsidence investigations. Mr. Sandeen is also active as a visiting lecturer at the University of Houston.

Mr. Sandeen's experience includes such areas as: ground-water, geological, environmental, fault-creep and subsidence site investigation projects, reports and data transfer. Mr. Sandeen makes extensive use of aerial photographs and topographic maps, interpretation and comparison of historical land use, aquifer tests, specific capacity, water level measurements (including flowing discharge) and water quality data. He has estimated industrial, irrigation and municipal ground-water withdrawal, and created extensive hydrogeological sections using electric logs. He has collected extensive field data and compiled numerous reports on ground water resources, environmental surface faulting and subsidence projects in Texas. Counties in which Mr. Sandeen has authored reports on include: Briscoe, Cameron, Coryell, Ellis, Fort Bend, Galveston, Hale, Hardin, Harris, Jasper, Jim Wells, Liberty Newton, Orange, Rusk, and Swisher Counties. Ellis County is the site of the supercollider. He has participated on the Gulf Coast Model. Mr Sandeen has supervised on-site drilling (using auger and rotary rigs) of wells and test holes, described drill cuttings and has operated geophysical logging equipment. He has made economic appraisals of producing oil and gas fields, conducted hydrogeochemical prospecting; drawn structure, facies and subcrop maps in the Permian Basin, Southwestern New Mexico and West Texas by using field methods.

RESEARCH:

Mr. Sandeen's representative technical Projects/Reports: Preliminary environmental site analysis relating to climate, economic development, faulting, flooding, ground water levels, flow and quality, log interpretation, landfill sites, soils, sand pits, radio activity and subsidence; Hasting

The logo consists of the letters 'AEC' in a bold, stylized, sans-serif font. The 'A' and 'E' are connected, and the 'C' is a simple curve. The letters are white with a black outline, set against a dark background.

W. M. "Bill" SANDEEN
(continue)

Field Area (Brazoria County): dewatering of the Chicot aquifer, ground-water resources, sand pits, iron bacteria, salt domes and oil resources; Ground-Water Resources of Rusk County; Gulf Coast Model Study (Three Coastal Counties from Orange to Cameron County, Texas); North Fort Hood (Coryell County); Trinity River Alluvium Study (Test Holes and Water level monitoring program from Dallas to Lake Livingston); Ogallala Formation Study (includes operating Witco Logger and describing samples on the High Plains); economic evaluation of selected oil and gas fields (New Mexico, Oklahoma & Texas) hydrogeochemical prospecting (New Mexico & Texas); oil resources of Southwestern New-Mexico-West Texas; and Permian Basin Exploration.

PREVIOUS POSITIONS:

Mr. Sandeen's prior positions includes over twenty years with the U.S. Geological Survey and fifteen as an Exploration and Evaluation Geologist for Standard Oil Company of Texas.

AEC

(Consults in Civil Engineering)

BIOGRAPHICAL DATA

D I O N E L E. A V I L E S

Place of Birth: Ponce, Puerto Rico
Date of Birth: February 17, 1932 Citizenship: U.S.
Address: 13314 Pinerock, Houston, Texas 77079 827-7936
Business: 5790 Windfern, Houston, Texas 77041 895-7645

EDUCATION

High School: Ponce High School, Ponce, Puerto Rico -
1946-1949

University: A & M College of Texas, College Station,
Texas -
1949-1954 - Bachelor of Science-Civil Engi-
neering

A & M College of Texas, College Station,
Texas - 1959-1961 - Master of Engineering -
Civil Engineering

Texas A & M University, College Station,
Texas - 1961-1966 - Doctor of Philoso-
phy-Civil Engineering Title of Dissertation:
"Design of Substructures for Transmission
Towers".

EXPERIENCE

January 1954-April 1954: Puerto Rico Iron Works - Ponce,
Puerto Rico - Junior Engineer -
Design of Steel Structures.

April 1954-April 1956: U.S. Army Corps of Engineers -
Active Duty - Officer-in-Charge of
pavement evaluation crew (6 months),
Assistant Operations Officer of
822nd Engineer Aviation Battalion
(12 months), Guam, Marianas Is-
lands.

AEC

May 1956-December 1956: Spencer J. Buchanan & Associates - Bryan, Texas. Junior Engineer - supervision of construction of earthen levees and design of foundations for various projects.

January 1957-November 1957: Boeing Airplane Company - Melbourne, Florida. Junior Engineer to Designer B- Structural design and development of Weapon Support Equipment - Bomarc Missile Weapon System.

November 1957-June 1966: Spencer J. Buchanan & Associates - Bryan, Texas. Project Engineer to Chief Engineer. Positions include - Project Engineer - 20 mile haul road - Dominican Republic, Project Engineer - design of sewage treatment plants, Project Engineer - structural design multi-story buildings and dormitories. Chief Engineer in charge of projects such as evaluation and design of runways for airfield projects, structural design, foundations for large structures, wharves, offshore structures, etc.

June 1966-September 1969: Trinity Engineering Testing Corporation- Austin, Texas. Soil and Foundation Consultant. Consulting services on dams, airfields, pavements and foundations for structures.

October 1969-January 1981: Murillo Engineering and Testing Services, Inc. - Houston, Texas. Executive Vice President. Consulting services on dams, airfields, pavements, wharves, offshore structures and foundations for structures.

AEC

January 1981-Present:

Aviles Engineering Corporation -
Houston, Texas. Owner and Presi-
dent. Geotechnical Engineering
Consultant.

PROFESSIONAL ACTIVITIES

Registered Professional Engineer - Texas License Number (16784)
52430
Puerto Rico License Number
3932

MEMBER:

National Society for Professional Engineers
Texas Society of Professional Engineers
American Society of Civil Engineers
Texas Section of American Society of Civil Engineers
Society of American Military Engineers
Colegio de Ingenieros, Arquitectos y Agrimensores
de Puerto Rico
Chi Epsilon (Civil Engineering Honor Society)
Reserve Officer Association
Association of Asphalt Technology
U.S. Army War College Alumni Association
Association of U.S. Army
American Society of Testing Materials
Military Order of World Wars
Houston Chamber of Commerce
Senior Army Reserve Commanders Association
Houston Engineering and Scientific Society

POSITIONS HELD IN SOCIETIES:

President	Brazos Chapter TSPE - 1959
State Director	Brazos Chapter TSPE - 1959-1964
Vice President	Region II, TSPE - 1964-1966
President	TSPE Credit Union - 1968-1969
President	Brazos Chapter ASCE - 1964
President	420th Engr. Bde Reserve Officers Assoc.-1963
Chairman	Chapter Activities Committee, TSPE-1961-1962 Goals of Engineering Education, TSPE-1963-1967
Director	Houston Engineering and Scientific Society (1988 to present)
Treasurer	Houston Hispanic Architects and Engineers

AEX

AS PER ORIGINAL

Asst. Chairman	International Conference on Swelling Clays, Texas A & M University - 1964
Elected	"Engineer of the Year", Brazos Chapter TSPE - 1963-1964
Listed in	"Who's Who in the South and Southwest" - 1964-1978
Vice Chairman	National ASCE Meeting, Houston, Texas - October 1972
President	Society American Military Engineers - January 1988 to January 1989

PAPERS PRESENTED

1. "Isolation of Vibrations in the Foundation Elements of N.A.S.A. Manned Spacecraft Center Buildings" - April 1964 - Spring Meeting, Texas Section ASCE.
2. "Uplift Resistance of Underreamed Type Footings" - October 1963 - Fall Meeting of Texas Section ASCE.
3. "Testing of Tower Footings" - Edison Electric Institute - Transmission and Distribution Conference, Oklahoma City, Oklahoma May 1963.
4. "Rigid Pavement on Elastic Solid Foundation for Super Jets" - Annual ASCE Environmental Engineering Conference - Houston, Texas October 1972.
5. "Pavimientos para Aviones de Chorros" - Tercera Reunion Conjunta, Mexico-Estados Unidos - Mexico City, October 1972.

CIVIC ACTIVITIES

President:	Bryan-College Station Exchange Club - 1963
President:	South Briar Lake Community Association, Houston, Texas 1977
Director:	Coastal Water Authority - May 1985-present
President:	Houston Hispanic Forum
Trustee:	United Way of the Texas Gulf Coast May 1987-present

MILITARY

Major General - U.S. Army Reserve; Commander, 75th U.S. Army Maneuver Area Command, Houston, Texas; completed the following military education: Engineer Officer Basic Course; Airport Engineer Course; Chemical Biological and Radiological Warfare Course; On-the-Job Training Supervisor Course, U.S. Army Command and General Staff College and Army War College (Class of 1977).

AEC

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 20th day of November, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Trunkline Gas Co. dated 11/14/89, permit no. 81102 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pressley, seconded by Commissioner Jutts, 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 Prochler
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.

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

AS PER ORIGINAL

THE STATE OF TEXAS

BOND NO. 182784

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we Trunkline Gas Company
----- as principal and Seaboard Surety Company
----- as surety, are held and firmly bond unto FORT BEND
COUNTY a body corporate and politic under the laws of the State of Texas, in
the penal sum of Two Thousand & No/100-----
DOLLARS (\$2,000.00-----) law full currency of the United States of America,
for the payment of which, well and truly to be made, we do hereby bind
ourselves, our heirs executors, administrators and successors, jointly and
severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above 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, maintenance and/or repair of cables, conduits
and/or pole lines) in, under, across and/or along roads, streets and highways
in the County of Fort Bend and State of Texas, under the jurisdiction of the
Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance
with the minimum requirements and conditions of the above mentioned
Commissioners Court order set forth and specified to be by said principal done
and performed, at the time and in the manner therein specified, and shall pay
over and make good and reimburse Fort Bend County, all loss and damages which
Fort Bend County may sustain by reason of any failure or on the part of said
principal, then this obligation shall be null and void, otherwise to remain in
full force and effect.

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

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

EXECUTED this 14th day of November, 19 89.

Trunkline Gas Company
PRINCIPAL

BY: 

Seaboard Surety Company
SURETY

By: 

Nancy Ruano, Attorney-in-fact

Certified Copy

No. 10028

AS PER ORIGINAL

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

SSS 6801

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0525

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint R. Wm. Motherwell, Jr. or Sandra L. Denny or Nancy Ruano or Tommy Thomson or Sandra Parker

of Houston, Texas

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: Without Limitations

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto. Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary, or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature, or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 10th day of September, 1987.



Attest:

(Seal) *Joe A. Rissoli*
Assistant Secretary

SEABOARD SURETY COMPANY,

By

Michael B. Keegan
Vice-President

STATE OF NEW JERSEY ss.:

COUNTY OF SOMERSET

On this 10th day of September, 1987,

before me personally appeared Michael B. Keegan a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing Instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

(Seal) FELICE M. CATALANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Exp. June 4, 1991

Felice M. Catalano
Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 10th day of November, 1987.



Margaret Scorsone
Assistant Secretary
Form 957 (Rev. 7/84)

For verification of the authenticity of this Power of Attorney you may call, collect, 201-658-3500 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above named individual(s) and details of the bond to which the power is attached. In New York, Dial 212-627-5444.

(713) 342-3034

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

(Please Print)

DATE: 11/14/89
ADDRESS: 3400 Bissonnet St., P. O. Box 1642
(Street/P.O. Box)

Houston, Texas 77001-1642
City State Zip
TELEPHONE NO: 713-627-6031

November 14, 1989

Mr. Charles Crocker
Assistant County Engineer
Fort Bend County Engineering Department
P. O. Box 1449
Rosenberg, Texas 77471

Dear Mr. Crocker,

Trunkline proposes to install a 300 foot deep well to accommodate 8 anodes and install a power pole for our meter and rectifier in the north right-of-way of Candela Road. This facility is designed to cathodically protect our 16-inch pipeline.


The location is near the east side of Section Two, Mission West Subdivision of 43.7943 acres of land in the John McDonald Survey A-291, Fort Bend County, Texas.

Enclosed are the original and four copies of our permit application, performance bond, and drawings illustrating location and detail of proposed facilities.

Thank for your cooperation and if you have questions please don't hesitate to contact me at (731) 627-6031.

Very truly yours,

TRUNKLINE GAS COMPANY



Robert J. Clair
Senior Right-of-Way Representative

cc: H. D. Thompson - w/attachments

RC11-14.1dej

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)

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0527

TO COUNTY OF FORT BEND

PRECINCT NO. 3

PERMIT NO. 81102

Formal notice is hereby given that TRUNKLINE GAS 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 : Distance & Direction From : Length of : Type of Construction
Ditch Name : Nearest Intersection : Crossing : Bored:Jacked:Driven:Cased

-----:-----:-----:-----:-----:-----
-----:-----:-----:-----:-----:-----
-----:-----:-----:-----:-----:-----

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

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

CANDELA DRIVE : 892' east of Clodine Reddick Road :

-----:-----:-----:-----:-----
-----:-----:-----:-----:-----
-----:-----:-----:-----:-----

General Description

Trunkline is proposing to install a power pole with rectifier and drill a
300 foot deep well for 8 anodes to cathodically protect our 16-inch pipeline
in the north R/W of Candela Road, immediately west of Tetela Road. Site
to have an 8'X 8' x 6' chainlink fence to protect facilities.

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: TRUNKLINE GAS COMPANY
AGENT and/or OWNER

(accessible 24 hrs/day, 7 days/week:1-800-221-1084

Robert J. Clair
(Signature)

NAME & TITLE Robert J. Clair- Sr. Right-of-Way Rep.
(Please Print)

DATE: 11/14/89

ADDRESS: 3400 Bissonnet St., P. O. Box 1642
(Street/P.O. Box)

Houston, Texas 77001-1642
City State Zip
TELEPHONE NO: 713-627-6031

HOUSING

BOARD FENCE

PROPOSED RECTIFIER POLE LOCATION
15' BETWEEN APPETITE AND DEEPWELL
PROPOSED 8 ANODE DEEP GROUND BED

TO G.V. 102

4' WIDE FENCE LINE

TIERRA VERDE

0528

AS PER ORIGINAL

PLAY GROUND

HL & F
SERVICE
POLE

STORM SEWER 20' DEEP

CANDELA DRIVE

NOTE: SITE TO HAVE A 8'X8'X6' HIGH
FENCE TO PROTECT FACILITIES

HOUSING

LINE MARKER
TEST LEAD

SEWAGE PLANT SITE

30A-100 LINE
16" O.D.
GAS FLOW
TO G.V. 103

SURVEY - JOHN M. McDONALD
ABSTRACT - A-291

PROPOSED RECTIFIER
R30A-102A 10-ANODE
DEEP GROUND BED
REV. 1 - 10/23/89 U/S
REV. 2 - 11/13/89 U/S



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0530

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AG PER ORIGINAL

PUBLIC HEARING NOTICE

FOR:

Willow Fork Sec 1

DATE:

Dec 11

TIME:

10 AM

NEWSPAPER(S)

Katy Times

INVOICE:

Jim Boy

Mischer Corp

P.O. Box 7479

Houston 77248

20. CONSIDER APPROVING PLAT FOR TIERRA GRANDE, SEC. 5, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve plat for Tierra Grande, Sec. 5, Pct. 2. Plat and Letter of Credit were presented to Commissioners' Court. (Recorded in minutes in full)

21. CONSIDER ACCEPTING RESIGNATION OF ADMINISTRATOR OF FORT BEND COUNTY FLEX PLAN EFFECTIVE NOVEMBER 16, 1989:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept resignation from Beaumont Financial as Administrator of Fort Bend County Flex Plan, as presented by Bill Thomas, Assistant Personnel Director. (Recorded in minutes in full)

22. SET DATE FOR PUBLIC HEARING ON PROPOSED 1990 BUDGET:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to set public hearing on proposed 1990 budget for December 4, 1989 at 2:00 p.m.

23. APPROVE BILLS:

None

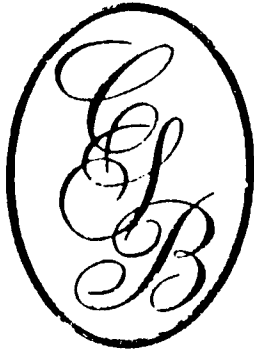
24. ADDENDUM: MEET IN CLOSED SESSION TO DISCUSS LITIGATION (LANDFILL), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closed Session.

No action taken.

25. ADJOURNMENT:

Commissioners' Court adjourned at 11:50 a.m. Monday, November 20, 1989.



Commercial State Bank

Member El Campo Bancshares, Inc. / FDIC

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0532

IRREVOCABLE LETTER OF CREDIT NO. 1989-08

Date: November 20, 1989

For Account of: T-G San Bernard, Ltd.
213 North Richmond
Wharton, Texas 77488

To Beneficiary: Fort Bend County
County Judge Jodie Stavinoha
or his successors in office
Richmond, Texas 77469

FOR
BEND
COUNTY
JUDGE
JODIE
STAVINOKA
FEB 20 1990

89 NOV 20 AM 16

FILED

Expiration Date: May 6, 1991

Amount: \$35,000.00

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of T-G San Bernard, Ltd, for THIRTY-FIVE THOUSAND DOLLARS AND NO/100 U. S. DOLLARS (\$35,000.00) available by your draft at sight drawn on us. This Letter of Credit expires at our counters on May 6, 1991.

Each draft must be marked: "Drawn under Commercial State Bank Letter of Credit #1989-08 dated November 6, 1989." The original of this Letter of Credit must also accompany all drawings. All drafts drawn under this Letter of Credit shall be accompanied by a sworn statement signed by Fort Bend County Judge Jodie E. Stavinoha or his successors in office certifying that T-G San Bernard, Ltd. has failed to build and/or maintain roads within T-G San Bernard, Ltd. Development to standards as required by County Ordinance governing such subdivisions and in accordance with the construction plans and specifications approved by the Fort Bend County Engineer prior to the roads being accepted for permanent maintenance by Fort Bend County.

We hereby agree with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the above-mentioned drawee bank on or before May 6, 1991. This Letter of Credit will be renewed at the above mentioned Bank's option.

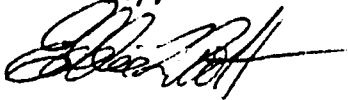
Notwithstanding any reference in this Letter of Credit to other documents, instruments or agreements, or references in such other documents, instruments or agreements to this Letter of Credit, this Letter of Credit contains the entire agreement among the account party, beneficiary and the issuer hereunder relating to the obligations of the issuer hereunder.

Letter of Credit No. 1989-08
Continued
T-G San Bernard, Ltd.

Page Two

This Letter of Credit is issued subject to the "Uniform Customs and Practice for Documentary Credits, 1983 Revision, ICC Publication No. 400". All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us. This Letter of Credit is not transferable.

Sincerely,



Eddie L. Pool, Jr.
Senior Vice President

ELP/mq



BEAUMONT FINANCIAL
Data Systems, Inc.

P. O. Box 12/407
Beaumont, Texas 77706

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AS PER ORIGINAL

C56455

SIPC

Don Pippin, Sr.
President

Harold Smith
Exec. Vice-President

Bus: (409) 832-5909
Res: (409) 892-2597

November 16, 1989

Mr. Bill Thomas
Fort Bend County, Texas
P. O. Box 326
Richmond, Texas 77469

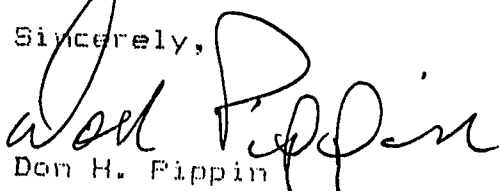
Bill:

Thank you for all your assistance. Enclosed are all of the remaining checks from Fort Bend County. The checks for pay-period 11-16-89 are also enclosed. Since I did not receive the balances for each account I did not fill in the remittance advise.

Please allow Joy in the auditors office the opportunity of putting the balances in the way she would like them.

I hereby resign from the duty of administrator of the Fort Bend County cafeteria plan.

Sincerely,


Don H. Pippin

DHP:jep

encl.

85 IH-10 North, Suite 116 • Beaumont, Texas 77707
INSURANCE - INVESTMENTS - GROUP BENEFITS

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 20TH day of NOVEMBER, Drainage District Board of Fort Bend County, Texas met with the following present:

JODIE STAVINOH	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DAN GERKEN	DRAINAGE MANAGER
DIANNE WILSON	COUNTY CLERK

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

1. DISCUSS AND CONSIDER REQUEST BY THE CITY OF RICHMOND TO EXTEND RABBS BAYOU EXCAVATION PROJECT INTO THE CITY LIMITS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to request a review of the drainage right of way and master plan by City of Richmond. Scope to address widening of Rabbs Bayou to FM 762 including a channel bypass, moving sewer line and acquiring right-of-way to complete the plan. Jack Tyler, City Manager, City of Richmond request immediate action.

2. CONSIDER APPROVAL OF CONTRACT FOR CONSULTING SERVICES TO COORDINATE AND ASSIST IN THE IMPLEMENTATION OF THE BROOKS LAKE SERVICE AREA DRAINAGE SYSTEM:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept contract with Evans, Kogut & Reed for consulting services to coordinate and assist in the implementation of the Brooks Lake Service Area Drainage System at \$15,000 subject to review by District Attorney Civil Division as recommended by Dan Gerken, Drainage District Engineer.

3. DISCUSS AND CONSIDER MONTHLY REPORT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept monthly report for OCTOBER 1989. (Recorded in minutes in full)

4. ADJOURNMENT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered that the Drainage District Board be adjourned at 11:03, Monday, November 20, 1989.

EVANS, KOSUT & REED
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAW
THREE RIVERWAY
SUITE 1776
HOUSTON, TEXAS 77056
(713) 850-8388
TELEX 203218 TELEFAX (713) 850-1602

LARRY G. DUNBAR

JAMES G. DIETER
OF COUNSEL

November 7, 1989

Mr. Daniel E. Gerken, P.E.
Fort Bend County Drainage
District Manager/Engineer
P. O. Box 1028
Rosenberg, Texas 77471

Re: Proposal for Consulting Services on Implementing Master
Plan for Brooks Lake Service Area

Dear Mr. Gerken:

We appreciate the opportunity to submit this proposal for consideration by the Fort Bend County Drainage District to provide consulting services to the District in connection with the implementation of the Master Plan for the Brooks Lake Service Area in the Oyster Creek Watershed. We commend the District on its assuming the lead role in pursuing implementation of drainage plans for this area, given the complexity of the problems from both a technical and an administrative standpoint.

To assist the Drainage District in its efforts, we propose to provide the following services:

SCOPE OF SERVICES

Basic Services

1. Identify, obtain, and review the data, studies and reports pertaining to the Master Plan for drainage in the Brooks Lake Service Area.
2. Formulate a program for the implementation of the Master Drainage Plan, including the recommendation of appropriate financial sources and the need for any additional technical

Mr. Daniel E. Gerken, P.E.
November 7, 1989
Page 2

analyses, and prepare a draft report on the proposed implementation program.

3. Assist the District in discussing and negotiating with the various entities involved with drainage in the area concerning the proposed implementation program and cost-sharing responsibilities.

4. Finalize the report on the proposed implementation program and present it to the Drainage District Board.

Additional Services (if specifically requested by the District)

1. Assist the District in implementing the Master Plan for the Brooks Lake Service Area.

2. Assist the District with presenting the implementation program to the public.

The above Scope of Services will be performed by the undersigned, with assistance from other members of the firm if and as deemed appropriate. It is proposed that the Basic Services outlined above will be billed at a fixed fee of \$15,000, which includes attending ~~five~~ ^{five} meetings pertaining to performing work items 1 through 4 of the Basic Services. Attendance at any additional meetings requested by the District will be billed on an hourly basis at the rate of \$100/hour for the undersigned and \$150/hour for any of the partners to the firm.

The anticipated time for completion and invoicing of work completed for the various work items under the Basic Services are as follows:

- a. Work Item No. 1 will be completed within one (1) week after Notice to Proceed is given, at which time an invoice will be submitted for one-third (i.e. \$5,000) of the fixed fee amount;
- b. Work Item No. 2 will be completed within two (2) weeks after Work Item No. 1 is completed, at which time an invoice will be submitted for another one-third (i.e. \$5,000) of the fixed fee amount;
- c. Work Item Nos. 3 and 4 will be completed within four (4) weeks after Work Item No. 2 is completed, at which time the final invoice will be submitted for the remaining one-third (i.e. \$5,000) of the fixed fee amount.

Mr. Daniel E. Gerken, P.E.
November 7, 1989
Page 3

AS PER ORIGINAL

The Additional Services listed above will be performed if specifically requested by the District and will be billed at the same hourly rates as noted above for the additional meetings under Basic Services, with authorized upper limits of total billings established at the time any Additional Services are requested. Invoices for work performed for any Additional Services or additional meetings which were specifically requested by the District will be submitted monthly. All invoices are to be paid within 30 days of presentation.

If the above proposal is agreeable to you, please sign below and return a copy to us.

We look forward to assisting the Fort Bend County Drainage District in this worthwhile effort.

Respectfully submitted,

EVANS, KOSUT & REED

By:

Larry G. Dunbar
Larry G. Dunbar

FORT BEND COUNTY DRAINAGE DISTRICT

Accepted by:

Title:

Date:

J. E. Stuenkel
County Judge
11/20/89

Larry Wagoner
11/20/89

COUNTY OF FORT BEND

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0539^{DD}_{#3}

Drainage District

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

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

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

MONTHLY REPORT OCTOBER, 1989

The removal of vegetation from channels during October, 1989 was accomplished almost entirely by shredding operations. Fifty-four (54) channels that included Big Creek II-B, Cedar Creek I-B and several of its tributaries, Keegans Bayou VII and several of its tributaries, and Oyster Creek II-K and several of its tributaries received work.

The District's bridge crews completed the bridge across Snake Creek I-C at Meyer Road and began the construction of a bridge across Middle Bayou II-D-1. They also built new bridges on Snake Creek I-C-2 and Flatbank Creek II-k, and two (2) new watergates on Buffalo Creek II-B-3.

Work continued on the Big Creek Bypass where District equipment dug twenty thousand (20,000) cubic yards. The District's contractor dug one hundred fifty-seven thousand (157,000) cubic yards.

The District's Rapier NCK-305 dragline began on the dredging of Duval Ditch II-J on October 19. Work on this project consists of re-shaping the channel in order to smooth sideslopes and to re-establish an unobstructed and uniform flowline. Construction began approximately one thousand (1,000) feet upstream of State Highway #36 and will continue across FM 1489 and will terminate just downstream of the channel's second intersection with State Highway #36.

On October 26 excavation began on Brazos River Lateral II-H downstream of U.S. Highway #59. This project consists of levelling an existing spoil area West of the channel and then widening the channel by approximately eighty (80) feet. Six thousand (6,000) cubic yards were dug during October.

Work continued on the excavation of Rabbs Bayou II-D where approximately seven thousand (7,000) cubic yards were dug and levelled.

The following charts show each project worked and which equipment was used during October, 1989.

T. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

40 0540

AS PER ORIGINAL

1. PRECINCT 2
E134-LINKBELT LS98A DRAGLINE 10/2
2. BIG CREEK II-B
E133-NORTHWEST 41AIR DRAGLINE 10/2-10/4
E226-CATERPILLAR D6D DOZER 10/3-10/6, 10/9, 10/11
3. BIG CREEK BYPASS II-B ALT
E134-LINKBELT LS98A DRAGLINE 10/11-10/13, 10/16-10/20, 10/26-10/26, 10/30-10/31
E135-NORTHWEST 9570 DRAGLINE 10/2-10/6, 10/9-10/12, 10/18, 10/20
E224-FIAT ALLIS FD20 DOZER 10/2-10/4, 10/9-10/13, 10/16-10/20, 10/23-10/27, 10/30-10/31
E247-RAPIER NCK305 DRAGLINE 10/2-10/3, 10/5
E526-DRESSER TD256 DOZER 10/2-10/4
E532-DRESSER TD256 DOZER 10/2-10/6, 10/9-10/13, 10/16-10/20, 10/23-10/26
4. BRAZOS RIVER II-S6
E538-EL240HYDR. EXCAVATOR 10/26-10/27, 10/30
5. BRAZOS RIVER LATERAL II-H
E135-NORTHWEST 9570 DRAGLINE 10/26-10/27, 10/30-10/31
E526-DRESSER TD256 DOZER 10/16-10/20, 10/23-10/24, 10/26-10/27, 10/30-10/31
E532-DRESSER TD256 DOZER 10/27-10/28, 10/30-10/31
E538-EL240HYDR. EXCAVATOR 10/25
6. BUFFALO CREEK I-B-3
E134-LINKBELT LS98A DRAGLINE 10/3-10/6, 10/9-10/10
7. COON CREEK II-B-3
E226-CATERPILLAR D6D DOZER 10/13, 10/16
8. COTTONWOOD CREEK II-B-24
E226-CATERPILLAR D6D DOZER 10/12
9. DRY CREEK II-B-2
E247-RAPIER NCK305 DRAGLINE 10/6, 10/9-10/10
E538-EL240HYDR. EXCAVATOR 10/30-10/31
10. DRY CREEK II-B-2-i
E511-CHAMPION 710A MOTORGRADER 10/18-10/20
11. DUVAL DITCH II-J
E247-RAPIER NCK305 DRAGLINE 10/19-10/20, 10/24-10/27, 10/30
12. FLAT BANK CREEK II-k
E133-NORTHWEST 41AIR DRAGLINE 10/9-10/13, 10/16-10/20, 10/23

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

40 0541

AS PER ORIGINAL

13. GAPPS SLOUGH II-B-2-a
E226-CATERPILLAR D6D DOZER 10/17-10/18
E526-DRESSER T0256 DOZER 10/5-10/6, 10/9-10/10, 10/12-10/13
14. GUY CREEK I-A-1
E226-CATERPILLAR D6D DOZER 10/19-10/20, 10/23-10/24
E519-LINKBELT LS2800 TRACKHOE 10/31
15. GUYLER DITCH II-BB
E538-EL240HYDR. EXCAVATOR 10/13, 10/16-10/19
16. MIDDLE BAYOU II-D-1
E133-NORTHWEST 41AIR DRAGLINE 10/30-10/31
17. RABBS BAYOU II-D
99FORD LT9000 DUMP TRUCK 10/2-10/4
78 FORD LT8000 DUMP TRUCK 10/3-10/4, 10/12
D556-LINKBELT LS98C DRAGLINE 10/2-10/6, 10/10-10/13, 10/16-10/20, 10/23-10/26
E137-FIAT ALLIS 168 DOZER 10/2, 10/4-10/6, 10/9-10/13, 10/16-10/20, 10/23-10/24, 10/26-10/27, 10/31
E226-CATERPILLAR D6D DOZER 10/25-10/27
E538-EL240HYDR. EXCAVATOR 10/2-10/6, 10/9-10/10, 10/12
18. SEABOURNE CREEK II-E-4
E226-CATERPILLAR D6D DOZER 10/30-10/31
19. SIMS BAYOU VIII-B-1-a
E225-FIATALLIS F685MOTORGRADER 10/6, 10/9-10/13, 10/16-10/17
20. SIMS BAYOU VIII-B-1-c
E225-FIATALLIS F685MOTORGRADER 10/26, 10/30
21. SNAKE CREEK I-C-2
E133-NORTHWEST 41AIR DRAGLINE 10/26-10/27
22. SNAKE CREEK I-C-3
E226-CATERPILLAR D6D DOZER 10/24
E241-CASE 955C LOADER#7402317 10/10
23. STAFFORD RUN CREEK II-K-1
E247-RAPIER NCK305 DRAGLINE 10/10-10/11
E519-LINKBELT LS2800 TRACKHOE 10/2-10/6, 10/9-10/13
24. TURKEY CREEK I-D-2
E538-EL240HYDR. EXCAVATOR 10/20, 10/23-10/25
25. WILLOW WATERHOLE VIII-C-1
E222-FIAT ALLIS FD20 DOZER 10/3-10/6, 10/9, 10/11-10/13, 10/16-10/20, 10/23, 10/23, 10/25-10/27, 10/30
E225-FIATALLIS F685MOTORGRADER 10/2-10/6
E519-LINKBELT LS2800 TRACKHOE 10/16-10/20, 10/23-10/26, 10/30-10/31

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

40 0542

AS PER ORIGINAL

1. BIG CREEK 11-B
 - E113-JOHNDERE 350C SLOPOMWER 10/6
 - E127-JOHNDERE 350C SLOPOMWER 10/31
 - E154-CASE 1390 TRACTOR 10/13, 10/16-10/20, 10/23-10/24
 - E229-HESSTON 7066 TRACTOR 10/10, 10/13, 10/16-10/20
2. BIG CREEK 11-B-7
 - E229-HESSTON 7066 TRACTOR 10/30-10/31
 - E512-HESSTON 7066 TRACTOR 10/31
3. BIG CREEK 11-B-9
 - E107-JOHNDERE 350C SLOPOMWER 10/27, 10/30-10/31
 - E229-HESSTON 7066 TRACTOR 10/25, 10/30
 - E512-HESSTON 7066 TRACTOR 10/27
 - E517-MF 283 SLOPOMWER 10/30-10/31
 - E543-MASSEY FERGUSON 282 10/27, 10/30
4. BRAZOS RIVER 11-G6
 - E113-JOHNDERE 350C SLOPOMWER 10/23-10/25
 - E115-JOHNDERE 350C SLOPOMWER 10/23-10/25
 - E146-INTL. 784 TRACTOR 10/25-10/27
 - E243-FORD 6610 SLOPOMWER 10/27
5. BRAZOS RIVER 11-G6-1
 - E146-INTL. 784 TRACTOR 10/26
 - E517-MF 283 SLOPOMWER 10/6
6. CEDAR CREEK 1-B
 - E110-JOHNDERE 350C SLOPOMWER 10/16-10/20, 10/25-10/27, 10/30-10/31
 - E123-JOHNDERE 350C SLOPOMWER 10/17-10/20, 10/23-10/27, 10/30-10/31
 - E130-INTL. 784 SLOPOMWER 10/16-10/20, 10/25, 10/27, 10/30-10/31
 - E155-CASE 1390 TRACTOR 10/20
 - E231-HESSTON 7066 TRACTOR 10/24-10/25, 10/27, 10/30-10/31
 - E514-HESSTON 7066 TRACTOR 10/17-10/20, 10/26-10/27, 10/30-10/31
 - E531-CASE 450 10/17-10/20, 10/23-10/27, 10/30-10/31
7. CEDAR CREEK 1-B-5
 - E123-JOHNDERE 350C SLOPOMWER 10/16
 - E531-CASE 450 10/16
8. CEDAR CREEK 1-B-5-a
 - E123-JOHNDERE 350C SLOPOMWER 10/13, 10/16
 - E155-CASE 1390 TRACTOR 10/13, 10/16-10/19
 - E531-CASE 450 10/13, 10/16
9. CEDAR CREEK 1-B-6
 - E130-INTL. 784 SLOPOMWER 10/26
 - E231-HESSTON 7066 TRACTOR 10/26
 - E514-HESSTON 7066 TRACTOR 10/26

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

40 0543

10. CEDAR CREEK I-B-7
E155-CASE 1390 TRACTOR 10/23
E514-HESSTON 7066 TRACTOR 10/23
11. CEDAR CREEK I-B-7-a
E155-CASE 1390 TRACTOR 10/23
E514-HESSTON 7066 TRACTOR 10/23
12. COON CREEK II-B-3
D550-D21E KOMATSU SLOPEMOWER 10/2-10/6, 10/9, 10/11
E107-JOHNDERE 350C SLOPEMOWER 10/2-10/6, 10/9-10/11
E127-JOHNDERE 350C SLOPEMOWER 10/2-10/4, 10/6, 10/9-10/11
E229-HESSTON 7066 TRACTOR 10/2-10/5
E512-HESSTON 7066 TRACTOR 10/2-10/5
E543-MASSEY FERGUSON 282 10/2, 10/5, 10/9-10/10
13. COON CREEK II-B-3-d
E229-HESSTON 7066 TRACTOR 10/2
E512-HESSTON 7066 TRACTOR 10/2
E543-MASSEY FERGUSON 282 10/3-10/4
14. COTTONWOOD CREEK II-B-24
D550-D21E KOMATSU SLOPEMOWER 10/12, 10/16-10/20, 10/23-10/26
E107-JOHNDERE 350C SLOPEMOWER 10/11-10/12, 10/16-10/20, 10/23-10/26
E127-JOHNDERE 350C SLOPEMOWER 10/11-10/12, 10/16-10/19, 10/23-10/26
E229-HESSTON 7066 TRACTOR 10/23-10/26
E512-HESSTON 7066 TRACTOR 10/11-10/13, 10/16-10/20, 10/23-10/26
E543-MASSEY FERGUSON 282 10/11-10/13, 10/16-10/20, 10/23-10/27
15. COTTONWOOD CREEK II-B-24-f
E229-HESSTON 7066 TRACTOR 10/26-10/27
E512-HESSTON 7066 TRACTOR 10/26-10/27
E543-MASSEY FERGUSON 282 10/26
16. COW CREEK II-A
E154-CASE 1390 TRACTOR 10/9-10/12
E229-HESSTON 7066 TRACTOR 10/9-10/12
17. DEER CREEK II-B-5
E512-HESSTON 7066 TRACTOR 10/30
18. DRY BAYOU II-B-0
E242-FORD 6610 SLOPEMOWER 10/16-10/18
E523-HESSTON 7066 SLOPEMOWER 10/16-10/18
19. DRY CREEK II-B-2
E111-JOHNDERE 350C SLOPEMOWER 10/2-10/6, 10/9-10/13, 10/16-10/20, 10/23-10/27
E122-JOHNDERE 350C SLOPEMOWER 10/2-10/6, 10/9-10/13, 10/16-10/20, 10/23-10/27, 10/30-10/31
E157-CASE 1390 TRACTOR 10/2-10/6
RHINO S6 MOWER 10/9-10/11
E515-HESSTON 7066 TRACTOR 10/2-10/6, 10/16

AS PER ORIGINAL

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

40 0544

AS PER ORIGINAL

20. FLEWELLEN DITCH II-E-10
 - E116-JOHANDEERE 350C SLOPOMOWER 10/24-10/27, 10/30-10/31
 - E117-JOHANDEERE 350C SLOPOMOWER 10/23, 10/25-10/27, 10/30-10/31
 - E243-FORD 6610 SLOPOMOWER 10/24-10/26
 - E513-HESSTON 7066 TRACTOR 10/24-10/27, 10/30
21. FLEWELLEN DITCH II-E-10-a
 - E513-HESSTON 7066 TRACTOR 10/27
22. GAPP'S SLOUGH II-B-2-a
 - E111-JOHANDEERE 350C SLOPOMOWER 10/30-10/31
 - E157-CASE 1390 TRACTOR 10/23-10/26, 10/30-10/31
 - E242-FORD 6610 SLOPOMOWER 10/30
 - E515-HESSTON 7066 TRACTOR 10/9-10/11, 10/17-10/20, 10/23-10/27, 10/30-10/31
 - E523-HESSTON 7066 SLOPOMOWER 10/30
23. GUY CREEK I-A-1
 - E110-JOHANDEERE 350C SLOPOMOWER 10/11-10/13, 10/16-10/18
 - E123-JOHANDEERE 350C SLOPOMOWER 10/3
 - E130-INTL. 784 SLOPOMOWER 10/5-10/6, 10/9-10/11, 10/16, 10/18
 - E155-CASE 1390 TRACTOR 10/9-10/10
 - E514-HESSTON 7066 TRACTOR 10/9, 10/12-10/13, 10/16-10/17
 - E518-MF 283 SLOPOMOWER 10/5-10/6, 10/9-10/13
 - E531-CASE 450 10/3
24. GUY CREEK I-A-1-a
 - E514-HESSTON 7066 TRACTOR 10/11
25. KEEGANS BAYOU VII
 - E113-JOHANDEERE 350C SLOPOMOWER 10/2-10/4
 - E115-JOHANDEERE 350C SLOPOMOWER 10/2-10/4
26. KEEGANS BAYOU VII-A
 - E117-JOHANDEERE 350C SLOPOMOWER 10/4
 - E146-INTL. 784 TRACTOR 10/2-10/4
 - E513-HESSTON 7066 TRACTOR 10/2-10/4
27. KEEGANS BAYOU VII-A-1
 - E243-FORD 6610 SLOPOMOWER 10/9-10/10
 - E524-HESSTON 7066 SLOPOMOWER 10/9
28. KEEGANS BAYOU VII-A-1-a
 - E117-JOHANDEERE 350C SLOPOMOWER 10/9
29. KEEGANS BAYOU VII-B-1
 - E115-JOHANDEERE 350C SLOPOMOWER 10/5

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

40 0545

AS PER ORIGINAL

30. KEEGANS BAYOU VII-C
E113-JOHNDERE 350C SLOPOMOWER 10/5-10/6, 10/9-10/10, 10/12
E115-JOHNDERE 350C SLOPOMOWER 10/9
31. KEEGANS BAYOU VII-C-1
E113-JOHNDERE 350C SLOPOMOWER 10/9, 10/13
E115-JOHNDERE 350C SLOPOMOWER 10/9-10/13
E513-HESSTON 7066 TRACTOR 10/11
32. KEEGANS BAYOU VII-C-2
E113-JOHNDERE 350C SLOPOMOWER 10/10
E115-JOHNDERE 350C SLOPOMOWER 10/13
E513-HESSTON 7066 TRACTOR 10/12
33. KEEGANS BAYOU VII-D
E513-HESSTON 7066 TRACTOR 10/24
34. M.O.D. ELDRIDGE
E117-JOHNDERE 350C SLOPOMOWER 10/10-10/11
E146-INTL. 784 TRACTOR 10/5-10/6, 10/9-10/10
E243-FORD 6610 SLOPOMOWER 10/10-10/11
E513-HESSTON 7066 TRACTOR 10/5-10/6, 10/9
E524-HESSTON 7066 SLOPOMOWER 10/9-10/10
35. MOUND CREEK I-A
E110-JOHNDERE 350C SLOPOMOWER 10/2-10/6, 10/9-10/10
E123-JOHNDERE 350C SLOPOMOWER 10/2-10/6, 10/9-10/11
E155-CASE 1390 TRACTOR 10/2-10/3, 10/6, 10/9, 10/11-10/12, 10/25
E514-HESSTON 7066 TRACTOR 10/5
E531-CASE 450 10/2-10/6, 10/9-10/11
36. MOUND CREEK I-A-2
E130-INTL. 784 SLOPOMOWER 10/2-10/4
E155-CASE 1390 TRACTOR 10/2-10/5
E514-HESSTON 7066 TRACTOR 10/3, 10/5
E518-MF 283 SLOPOMOWER 10/2-10/5
37. MOUND CREEK I-A-3
E155-CASE 1390 TRACTOR 10/9
38. MOUND CREEK I-A-4
E110-JOHNDERE 350C SLOPOMOWER 10/4-10/5
39. MUSTANG CREEK IV
E119-JOHNDERE 350C SLOPOMOWER 10/4
E124-JOHNDERE 350C SLOPOMOWER 10/3-10/4
E142-MF 255 TRACTOR 10/3
E230-HESSTON 7066 TRACTOR 10/2-10/4

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

40 0546

AS PER ORIGINAL

40. MUSTANG CREEK IV-B
E119-JOHNDERE 350C SLOPOMOWER 10/3-10/4
E124-JOHNDERE 350C SLOPOMOWER 10/2-10/3
E142-MF 255 TRACTOR 10/2
E230-HESSTON 7066 TRACTOR 10/2
41. OYSTER CREEK II-K
E119-JOHNDERE 350C SLOPOMOWER 10/6, 10/12-10/12, 10/17
E124-JOHNDERE 350C SLOPOMOWER 10/6, 10/9-10/12, 10/17
E126-JOHNDERE 2640 SLOPOMOWER 10/13
E142-MF 255 TRACTOR 10/6, 10/10-10/12
E230-HESSTON 7066 TRACTOR 10/6, 10/9-10/12
42. STAFFORD RUN CREEK II-K-1
E230-HESSTON 7066 TRACTOR 10/4-10/5
43. OYSTER CREEK II-K-3
E117-JOHNDERE 350C SLOPOMOWER 10/12
E146-INTL. 784 TRACTOR 10/10, 10/12, 10/16-10/17
E243-FORD 6610 SLOPOMOWER 10/13, 10/16-10/17
44. OYSTER CREEK II-K-3-a
E117-JOHNDERE 350C SLOPOMOWER 10/13, 10/16-10/17
E243-FORD 6610 SLOPOMOWER 10/12
E513-HESSTON 7066 TRACTOR 10/16
45. OYSTER CREEK II-K-5
E119-JOHNDERE 350C SLOPOMOWER 10/5
E124-JOHNDERE 350C SLOPOMOWER 10/5
E142-MF 255 TRACTOR 10/4-10/5
46. OYSTER CREEK II-K-6
E113-JOHNDERE 350C SLOPOMOWER 10/16-10/18
E115-JOHNDERE 350C SLOPOMOWER 10/16, 10/18
E146-INTL. 784 TRACTOR 10/17-10/19
E324-HESSTON 7066 SLOPOMOWER 10/19
47. SNAKE CREEK I-C
E119-JOHNDERE 350C SLOPOMOWER 10/13
48. STAFFORD RUN CREEK II-K-1
E119-JOHNDERE 350C SLOPOMOWER 10/16-10/20, 10/23-10/26, 10/31
E124-JOHNDERE 350C SLOPOMOWER 10/16-10/20, 10/23-10/27, 10/31
E230-HESSTON 7066 TRACTOR 10/20
49. STAFFORD RUN CREEK II-K-1-a
E157-CASE 1390 TRACTOR 10/27

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

40 0547

50. WATERS LAKE BAYOU II-B-0-a
E242-FORD 6610 SLOPEMOWER 10/16
E523-HESSTON 7066 SLOPEMOWER 10/16
51. WATERS LAKE BAYOU II-C
E242-FORD 6610 SLOPEMOWER 10/19-10/20, 10/23-10/25
E523-HESSTON 7066 SLOPEMOWER 10/19-10/20, 10/23-10/25
52. WATERS LAKE BAYOU II-C-1
E242-FORD 6610 SLOPEMOWER 10/26-10/27
E523-HESSTON 7066 SLOPEMOWER 10/26-10/27
53. WILLOW FORK OF BUFFALO BAYOU V-A
E113-JOHNDERE 350C SLOPEMOWER 10/26-10/27, 10/30
E115-JOHNDERE 350C SLOPEMOWER 10/26-10/27, 10/30
E146-INTL. 784 TRACTOR 10/27, 10/30
54. WILLOW WATERHOLE VIII-C-1
E117-JOHNDERE 350C SLOPEMOWER 10/18-10/19
E513-HESSTON 7066 TRACTOR 10/17-10/19, 10/23
E524-HESSTON 7066 SLOPEMOWER 10/18

AS PER ORIGINAL

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

40 0548

AS PER ORIGINAL

- | | |
|-------------------------------------|-----------------|
| 1. COW CREEK II-A | |
| HANDSPRAYING | 10/27 |
| | |
| 2. DEER CREEK II-B-5 | |
| 88FORDF350(1FDKF3861JNA97820) | 10/2 |
| | |
| 3. FAIRCHILDS CR. II-B-10 | |
| 88FORDF350(1FDKF3861JNA97820) | 10/2-10/3 |
| | |
| 4. FAIRCHILDS CREEK II-B-10-a | |
| 88FORDF350(1FDKF3861JNA97820) | 10/3 |
| | |
| 5. FAIRCHILDS CREEK II-B-10-c | |
| 88FORDF350(1FDKF3861JNA97820) | 10/3 |
| | |
| 6. HOGG BAYOU II-A-3 | |
| 88FORDF350(1FDKF3861JNA97820) | 10/4 |
| | |
| 7. HOGG BAYOU II-A-3-b | |
| 88FORDF350(1FDKF3861JNA97820) | 10/4 |
| | |
| 8. WILLOW FORK OF BUFFALO BAYOU V-A | |
| HANDSPRAYING | 10/3-10/4, 10/6 |
| E118-JOHNDERE 350C SLOPEMOWER | 10/2-10/5 |
| E158-CASE 1390 TRACTOR | 10/2-10/6 |

FORT BEND COUNTY ROAD DISTRICT NO. 1

Notice of Meeting

Notice is hereby given that the Commissioners Court of Fort Bend County, Texas sitting as the governing body of Fort Bend County Road District No. 1, will hold a special meeting on Monday, November 20, 1989 at 10:45 a.m. in the Commissioners Courtroom on the 1st Floor of the Fort Bend County Courthouse Annex, 501 Jackson, Richmond, Texas 77469 for the following purposes:

1. Consider and possibly take action on a resolution engaging engineers, financial advisors, and attorneys for the District.
2. Adjournment.

FILED FOR RECORD

TIME

2:40 P.M.

NOV 16 1989

Dinae Thilman
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinocha
Jodie E. Stavinocha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, November 16, 1989 at 2:50 p.m. by Dinae Thilman.

FORT BEND COUNTY ROAD DISTRICT NO. 1
NOVEMBER 20, 1989

BE IT REMEMBERED that on this 20th day of NOVEMBER, 1989 Fort Bend County Road District No. 1 met with the following present:

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

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

1. CONSIDER AND POSSIBLY TAKE ACTION ON A RESOLUTION ENGAGING ENGINEERS, FINANCIAL ADVISORS, AND ATTORNEYS FOR THE DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve resolution engaging engineers, financial advisors, and attorneys for the district.
(Recorded in minutes in full)

2. ADJOURNMENT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered that the Fort Bend County Road District No. 1 be adjourned at 10:47 a.m. Monday, November 20, 1989.

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court in its capacity as the governing body of Fort Bend County Road District No. 1 (the "District") do hereby certify:

1. That the attached and foregoing is a true and correct copy of an resolution entitled:

RESOLUTION AUTHORIZING CONTRACTS WITH CONSULTANTS

adopted by said District at a meeting, open to the public, held on the 16th day of October, 1989, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said District on file in my office.

2. That each of the officers and members of the District was duly and sufficiently notified officially and personally, in advance, of the date, hour, place, and subject of such meeting of the District, and that the Resolution would be introduced and considered for passage at such meeting.

3. That the written notice of the date, hour, place, and subject of the meeting of the 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 least seventy-two (72) hours prior to the meeting at which this matter was considered, in accordance with and pursuant to the requirements of Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 16 day of October, 1989.

Dianne Wilson

DIANNE WILSON, County Clerk
 and Ex-Officio Clerk of
 Commissioners Court

(SEAL)

RESOLUTION AUTHORIZING CONTRACTS WITH CONSULTANTS

RECITALS

The Fort Bend County Road District No. 1 of Fort Bend County, Texas (the "District"), was created and established by Fort Bend County Commissioners Court on October 16, 1989, under the authority of Article 3, Section 52, Texas Constitution, and Article 6702-1, Vernon's Texas Civil Statutes, as amended.

The District now needs to engage consultants to aid the District in its formation, financing, and efforts in the designing of the Fort Bend Parkway.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1: The contract between Masterson Moreland Sauer Whisman, Inc. and the District in substantially the form and substance as Exhibit "A" attached hereto is hereby approved and accepted.

Section 2: The contract between Lichliter/Jameson & Associates, Inc. and the District in substantially the form and substance as Exhibit "B" attached hereto is hereby approved and accepted.

Section 3: The contract between Vinson & Elkins and the District in substantially the form and substance as Exhibit "C" attached hereto is hereby approved and accepted.

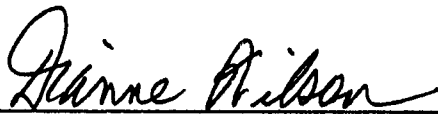
Section 4: The County Judge shall execute all three of the consultant's contracts in his capacity as County Judge of the Fort Bend County Commissioners Court, which Court serves as the governing body of the District.

Section 5: Sufficient written notice of the date, hour, place, and subject of the meeting of the District at which this Resolution was adopted was posted for the time required by law preceding this meeting and such meeting was open to the public as required by law and at all times during which this Order and the subject matter thereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Texas Civil Statutes Annotated, Article 6252-17, as amended.

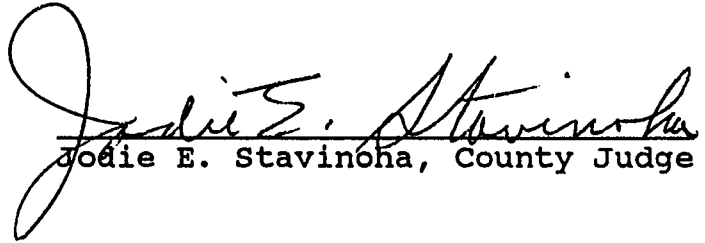
Section 6: This Resolution shall take effect and be in full force and effect upon and after its passage.

PASSED AND APPROVED this ²⁰13th day of November, 1989.

ATTEST:



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



Jodie E. Stavinoha, County Judge

(SEAL)

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting as the governing body of Fort Bend Road District No. 1 of Fort Bend County, Texas (the "District") convened in regular session at a regular term of said Court, open to the public, on the 16th day of October, 1989, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinoha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except None

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION AUTHORIZING CONTRACTS WITH CONSULTANTS

The resolution was duly introduced for the consideration of the District and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: 5
 NOES: 0

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The resolution thus adopted follows:

STANDARD FORM OF AGREEMENT
BETWEEN
DISTRICT AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of Novmeber 14, 19 89
between Fort Bend County Road District No. 1
(DISTRICT) and Lichliter/Jameson & Associates, Inc.
(ENGINEER).

DISTRICT intends to engage Engineer for professional engineering services related to the
preparation of schematic plans, environmental assessments, design surveys, right-of-way plans, and
final design of Fort Bend Parkway frontage roads within district boundaries
(hereinafter called the Project).

District and ENGINEER in consideration of their mutual covenants 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, surveying, mechanical and electrical engineering services. Reports and plans prepared by ENGINEER shall conform to SDHPT Standards and Procedures.

PRELIMINARY DESIGN PHASE**1.2 SCHEMATIC PLANS**

- 1.2.1 Review and evaluate all data furnished by SDHPT.
- 1.2.2 Collect, review and evaluate all other existing available data pertaining to the project, including plans and data from the Fort Bend County Flood Control District, Harris County Flood Control District, Missouri City, City of Houston, and public and private utility companies.
- 1.2.3 Provide input to and coordinate with the SDHPT planning staff in order to develop present and future traffic demands on the mainlanes, frontage roads and adjacent cross roads.
- 1.2.4 Develop peak and off-peak hour traffic volumes for the present and future conditions.
- 1.2.5 Develop and evaluate present and future lane arrangement alternatives and make recommendation on the best one.
- 1.2.6 Perform capacity analyses at all interchange locations for present and future conditions and make recommendation on interchange configurations, lane assignments, etc.
- 1.2.7 Develop and evaluate entrance and exit ramp locations.
- 1.2.8 Present the traffic analyses and findings in report form.
- 1.2.9 Prepare schematic plan of alternatives studied. The schematic plans should show in sufficient detail the number of lanes, location, type and configuration of interchanges, the location and type of ramps and interchange with Beltway 8.
- 1.2.10 Prepare signing requirements for each schematic plan and show on schematic plan.
- 1.2.11 Prepare profiles for mainlanes and frontage roads for each schematic alternative.
- 1.2.12 Show plan and profiles for all bridge structures for each alternative.
- 1.2.13 Prepare additional plans, profiles and other details of the recommended alternative required to obtain necessary approval of the State Department of Highways and Public Transportation and possibly the Federal Highway Administration (FHWA).

- 1.2.14 Prepare drawings and handouts for use at public meetings and public hearings.

1.3 ENVIRONMENTAL ASSESSMENT

- 1.3.1 Meet with SDHPT, and all affected Cities and agencies to obtain past studies, materials and data.
- 1.3.2 Make field inspections of the project.
- 1.3.3 Conduct an Environmental Inventory of areas covered by each alternative developed under Section 1.2
- 1.3.4 Assess impacts of construction of preferred alternative. Those analyses shall include air, water, noise, wetlands, endangered species, cultural resources and farmland conversion.
- 1.3.5 Prepare Environmental Assessment Report. The report shall be prepared in accordance with FHWA Technical Memorandum 6640.8 and reviewed by SDHPT.
- 1.3.6 Advertise and conduct public meetings and public hearing (if necessary).
- 1.3.7 Prepare minutes of public meetings and hearing (if necessary).
- 1.3.8 Address comments received at the public hearing and incorporate them into the final environmental assessment.
- 1.3.9 Prepare Final Environmental Assessment Report.

1.4 SURVEYING AND RIGHT-OF-WAY PLANS

1.4.1 Field Surveys

- 1.4.1.1 Obtain cross sections on proposed Fort Bend Parkway at intervals no greater than 100-feet and out to a distance of approximately 50-feet beyond right-of-way.
- 1.4.1.2 Locate and/or verify all existing utilities and improvements within and out to a distance of 50-feet beyond the proposed right-of-way of Fort Bend Parkway.
- 1.4.1.3 Obtain cross sections and profiles of all bayous, drainage canals, roads and railroads, crossing proposed Fort Bend Parkway.
- 1.4.1.4 Establish temporary bench marks along proposed Fort Bend Parkway at intervals not to exceed 1,000-feet and tie to project center line.
- 1.4.1.5 Secure right of entry into private property short of litigation.
- 1.4.1.6 Obtain horizontal and vertical positions of soil borings and tie to project center line.
- 1.4.1.7 Position determination of primary horizontal control will be performed by the use of GPS satellite surveying equipment, utilizing existing NGS triangulation stations. Position

accuracies will meet or exceed the requirement for second order Class II, in accordance with NGS standards.

- 1.4.1.8 Any traverse related to the project will be performed with appropriate modified second order procedures by closed loop. Closures will be one part in 20,000 or better.
- 1.4.1.9 All control leveling work will be performed using appropriate modified second order procedures with closed loops into the most recent adjusted NGS vertical bench marks. Closures will be better than 0.02 foot times the square root of the number of miles in the loop.

1.4.2 Right-of-Way Plans

- 1.4.2.1 Perform abstracting work for right-of-way acquisition.
- 1.4.2.2 Determine right-of-way requirements.
- 1.4.2.3 Calculate and stake right-of-way with 5/8" x 36" iron rods or other suitable material.
- 1.4.2.4 Prepare individual parcel maps for use in acquiring the necessary right-of-way per SDHPT.
- 1.4.2.5 Prepare a metes and bounds description of each individual parcel to be used in the conveyance instrument.

1.4.3 On-the-Ground Right-of-Way (ROW) Survey

- 1.4.3.1 Locate all property corners and describe corner monument. If none exist, set corner and describe it.
- 1.4.3.2 Locate property line/proposed right-of-way line intersection and set monument at that point. Describe ROW monument set. Tie ROW monument to property corners.
- 1.4.3.3 Locate point where proposed ROW line intersects buildings, foundations, storage tanks, towers, utilities, ditches, roads, driveways, pipelines, storm sewers, railroads, and other improvements.
- 1.4.3.4 All survey work shall be performed under the supervision of a Registered Public Surveyor licensed in the State of Texas. In addition all survey work shall be done in a neat and professional manner, subject to the approval of the State Department of Highways and Public Transportation (SDHPT). All right-of-way work shall be tied to surface coordinates of the Texas State Plane (South Central Zone) Coordinate System. State plane coordinates shall be multiplied by the NGS surface adjustment factor to obtain the surface coordinates.

1.5 FINAL DESIGN

The ENGINEER shall prepare plans, specifications and estimates for the frontage roads between Beltway 8 and SH6. The plans shall contain all necessary details for construction and shall follow the categories outlined in Sections 1.5.1 through 1.5.9.

1.5.1 Roadway Plans

- 1.5.1.1 Develop typical sections for main lanes, frontage roads, direct connectors, exit and entrance ramps and widenings.
- 1.5.1.2 Perform geometric design for horizontal alignment of frontage roads.
- 1.5.1.3 Develop design profiles of frontage roads and cross streets.
- 1.5.1.4 Prepare plan and profile sheets, layouts, superelevation transitions and grading details for frontage roads and cross streets.

1.5.2 Drainage Plans

- 1.5.2.1 Prepare overall drainage area maps.
- 1.5.2.2 Compute storm runoff and size inlets.
- 1.5.2.3 Design storm sewer system.
- 1.5.2.4 Analyze existing storm sewer systems affected by new design.
- 1.5.2.5 Prepare storm sewer plans and details.
- 1.5.2.6 Utilize THYSYS computer program for all drainage calculations.

1.5.3 Utility Conflict Plans

- 1.5.3.1 Contact utility owners and locate existing utilities on plans.
- 1.5.3.2 Evaluate utility conflicts proposed construction.
- 1.5.3.3 Prepare and submit to DISTRICT drawings for utility agreements and to show all existing utilities which are in conflict with the proposed construction.

1.5.4 Signing, Lighting, Signalization and Pavement Markings

- 1.5.4.1 Determine location and type of warning, regulatory and guide signs according to SDHPT criteria.
- 1.5.4.2 Determine location and type of lighting required. Prepare P.S. & E. for proposed lighting.
- 1.5.4.3 Prepare plans and details for all required pavement markings.
- 1.5.4.4 Prepare detailed plans for all guide signs and support structures.
- 1.5.4.5 Prepare traffic warrants and signalization plans for intersections.
- 1.5.4.6 Prepare sign summary sheets.

1.5.5 Sequence of Construction

- 1.5.5.1 Review and evaluate data from SDHPT.
- 1.5.5.2 Review signing requirements.
- 1.5.5.3 Review typical sections, roadway plans, storm sewer design and utility relocations.
- 1.5.5.4 Once the schematic layout is approved and geometric controls and signing requirements have been established, develop preliminary sequencing schemes for study and consideration and from such schemes and work shop sessions with SDHPT, develop definite alternative schemes showing detailed overall phasing of construction.
- 1.5.5.5 Develop detailed schemes for each phase of construction.
- 1.5.5.6 Develop typical sections for detours and temporary construction.
- 1.5.5.7 Prepare detailed drawings for construction sequencing for the approved traffic control plan.

1.5.6 Bridge Plans

- 1.5.6.1 Locate bridge piers and determine span lengths from schematic plan.
- 1.5.6.2 Prepare bridge layout plans and cross sections.
- 1.5.6.3 Prepare detailed plans for bridges.

1.5.7 Earthwork

- 1.5.7.1 Prepare terrain data for RDS Input.
- 1.5.7.2 Plot cross sections utilizing RDS computer program.
- 1.5.7.3 Calculate earthwork quantities using RDS.
- 1.5.7.4 Prepare cross sections for submittal to SDHPT and tabulate earthwork quantities.

1.5.8 Quantities and Estimate Summaries

- 1.5.8.1 Prepare list of construction bid items.
- 1.5.8.2 Develop basis of construction cost estimate.
- 1.5.8.3 Develop detailed estimates of quantities.
- 1.5.8.4 Prepare tabulations of grading, storm sewer, signing and all other items.
- 1.5.8.5 Prepare estimate of quantities summaries.

1.5.9 Specifications

- 1.5.9.1 Develop special provisions to SDHPT Standard Specifications.
- 1.5.9.2 Develop required general notes and prepare sheets for inclusion in contract plans.
- 1.5.9.3 Prepare standard specifications sheets for inclusion in contract plans.
- 1.5.9.4 Prepare general notes, specification data and construction cost estimate on a CPT computer disk.

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; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others.
- 2.1.2 Geotechnical investigations and reports for determination of fault locations, pavement structure design and design parameters for bridge structure foundations.
- 2.1.3 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.
- 2.1.4 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 of Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.5 Providing renderings or models for DISTRICT's use.
- 2.1.6 Preparing documents for alternate bids requested by DISTRICT for Contractors' work which is not executed or documents for out-of-sequence work.
- 2.1.7 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.
- 2.1.8 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 authorized ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.2.
- 2.1.9 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.

- 2.1.10 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.
- 2.1.11 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section I.
- 2.1.12 Services after completion of the Final Design Phase, such as assistance in bid document preparation and bid evaluation.
- 2.1.13 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).
- 2.1.14 Services in connection with the Construction Phase of the Project.

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 Assist in providing 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 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.
- 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. Any decisions or instructions shall be subject to final approval by the Fort Bend County Road District Board.
- 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.
- 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 - TIME OF PERFORMANCE

- 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 the Final Design Phase.
- 4.2 ENGINEER agrees to begin the performance of services designated herein not later than ten (10) days after receipt of a written "Notice to Proceed" from the DISTRICT.
- 4.3 ENGINEER agrees to complete engineering services outlined in Section 1 within the following time limits:
- For Services set forth in Section 1.2, Schematic Plans: 365 calendar days after receipt of written "Notice to Proceed."
 - For Services set forth in Section 1.3, Environmental Assessment: 365 calendar days after receipt of written "Notice to Proceed."
 - For Services set forth in Section 1.4, Surveying and Right-of-Way Plans: 540 calendar days after receipt of written "Notice to Proceed."
 - For Services set forth in Section 1.5, Final Design: 365 calendar days after receipt of written "Notice to Proceed."

It is anticipated that the Schematic Plans, Environmental Assessment and Surveys will be conducted simultaneously. Right-of-way plans will be prepared after completion of the Schematic Plans and Environmental Assessment. Final Design will commence after completion of right-of-way plans.

- 4.4 In the event that, by reason of causes beyond the control of the ENGINEER, engineering services described herein are stopped or delayed, the time limits set forth above shall be extended for a period or periods of time determined by the ENGINEER and the DISTRICT to allow for said stoppage or delay.

SECTION 5 - COMPENSATION

5.1 COMPENSATION

- 5.1.1 Basic Services - DISTRICT shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

For Services set forth in Section 1.2, Schematic Plans: Lump Sum Amount of \$250,000.00

For Services set forth in Section 1.3, Environmental Assessment: Lump Sum Amount of \$ 150,000.00

For Services set forth in Section 1.4, Surveying and Right-of-Way Plans: Lump Sum Amount of \$ 285,000.00

For Service set forth in Section 1.5, Final Design: Fee based on percentage of the construction cost determined from the Texas Society of Professional Engineers curve B attached as Exhibit B.

Payment for services shall be made from proceeds from the sale of Bonds by the Fort Bend County Road District No. 1.

- 5.1.2 Additional Services - DISTRICT shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1 General - For Additional Services previously approved by the Fort Bend County Road District No. 1 rendered under Section 2 on the basis of hourly rates in accordance with the Hourly Rates and Billing Policy attached as Exhibit A.

5.1.2.2 Special Consultants - For Services and reimbursable expenses of special consultants (such as Geotechnical Engineers) employed by ENGINEER the amount billed to ENGINEER therefore times a factor of 1.10.

5.1.2.3 Serving to a Witness - For the Services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.2.13 on the basis of hourly rates in accordance with the Hourly Rates and Billing Policy attached as Exhibit A.

5.2 METHOD OF PAYMENT

- 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 If DISTRICT fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's bill therefore, the amounts due ENGINEER shall include a charge, and penalty as provided by law.

- 5.2.3 In the event of termination by DISTRICT under paragraph 6.1. 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.

SECTION 6 - GENERAL CONSIDERATION

6.1 TERMINATION OF WORK

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement either in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this project. The CLIENT may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT 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, or the ENGINEER's independent professional associates or consultants. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by DISTRICT and ENGINEER.

6.3 INSURANCE

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom for work covered under the scope.

6.4 CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas.

6.5 SUCCESSORS AND ASSIGNS

6.5.1 DISTRICT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of DISTRICT and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assignee of DISTRICT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.5.2 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 to the

extent that any assignment, subletting or transfer is mandated by law or 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 professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

- 6.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than DISTRICT and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of DISTRICT and ENGINEER and not for the benefit of any other party.

6.6 INDIVIDUAL EMPLOYEE EXEMPTION FROM LIABILITY

The DISTRICT acknowledges that the ENGINEER is a corporation and agrees that any claim made by the DISTRICT arising out of any act or omission of any director, officer, or employee of the ENGINEER in the execution or performance of this Agreement, shall be made against the ENGINEER and not against such director, officer, or employee.

SECTION 7 - SPECIAL LIABILITY PROVISIONS, EXHIBITS AND SCHEDULES

This Agreement is subject to the following special provisions.

7.1 DISTRICT and design professional have discussed their risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the DISTRICT agrees that to the fullest extent permitted by law, design professional's total liability to DISTRICT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of the accumulated engineering fees to date of such litigation. Such causes include but are not limited to design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.2 The following exhibits are attached to and made a part of this Agreement:

EXHIBIT "A"

Schedule of Hourly Rates and Billing Policy

EXHIBIT "B"

Texas Society of Professional Engineers Fee Curves as a Percentage of Construction Cost

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

DISTRICT:

John E. Starnes
COUNTY JUDGE

Date

11-20-89

Attest

Deanne Nelson

Date

11-20-89

ENGINEER:

[Signature]
Bren. det.

Date

11/14/89.

Attest

Date

EXHIBIT "A"

The State of Texas
County of Fort Bend

This contract (the "Contract") is made as of _____, 1989, by and between the Fort Bend County Road District No. 1 (the "District") and Masterson Moreland Sauer Whisman, Inc. ("Masterson").

Recitals

1. The District has plans to issue tax or revenue bonds in various phases or issues for the purpose of providing funds for the construction of transportation facilities and the costs related to the issuance of such Bonds.
2. The District 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 District and Masterson agree as follows:

I.

In the event the District desires to negotiate a sale of the bonds to the general public in the open market, the District and Masterson hereby evidence their intent to enter into negotiations with each other relating to such a sale.

II.

If the District and Masterson do not negotiate a purchase as described in Article 8 above, and the District decides to sell the bonds at competitive sale, then and in that event Masterson will serve as financial advisor to the District in connection with the sale of bonds by the District and in such capacity Masterson will perform the following services:

1. To review projected revenue receipts, if any, of the District 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 District consistent with a minimum effective interest rate.

2. To advise the District 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 District of whether to proceed to attempt to sell any issue of bonds in a private placement or in the alternative a sale to the general public.
4. In the event of a sale to the general public, to submit to the District data compiled and approved for use in the District'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 District for its approval, which approval must be received prior to the sale of any issue of bonds.
5. To prepare and process applications to national rating agencies for municipal bond ratings or applications to insurers of municipal bonds, if appropriate, the fees and related travel expenses for which are to be paid by the District.
6. To work with appropriate consultants of the District to recommend proper debt structures, charges and other matters relating to the issuance of the Bonds.

The District in consideration of the services to be performed by Masterson as Financial Advisor under this Article, will pay a fee for each issue of Bonds to be computed at the rates as set out below.

<u>More Than</u>	<u>And Not More Than</u>	<u>The Fee Is:</u>
\$0	\$10,000,000	\$10 per \$1,000 Bonds issued
\$10,000,000	No Limit	\$100,000 plus \$5 per \$1,000 Bonds for all over \$10,000,000

Such fee shall become due and payable as soon as practicable after delivery of the Bonds to the purchaser.

The District 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 District 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 District terminates this Contract prior to its expiration, it shall, upon such termination, pay to Masterson any expenses incurred which are the responsibility of the District 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 MORELAND SAUER WHISMAN, INC.

By _____
George T. Whisman, Vice Chairman

FORT BEND COUNTY ROAD DISTRICT NO. 1

By _____

EXHIBIT "B"

STANDARD FORM OF AGREEMENT
BETWEEN
DISTRICT AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of October 13, 1989
between Fort Bend County Road District No. 1
(DISTRICT) and Lichter/Jameson & Associates, Inc.
(ENGINEER).

DISTRICT intends to engage Engineer for professional engineering services related to the
preparation of schematic plans, environmental assessments, design surveys, right-of-way plans, and
final design of frontage roads within district boundaries
(hereinafter called the Project).

District and ENGINEER in consideration of their mutual covenants 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, surveying, mechanical and electrical engineering services. Reports and plans prepared by ENGINEER shall conform to SDHPT Standards and Procedures.

PRELIMINARY DESIGN PHASE**1.2 SCHEMATIC PLANS**

- 1.2.1 Review and evaluate all data furnished by SDHPT.
- 1.2.2 Collect, review and evaluate all other existing available data pertaining to the project, including plans and data from the Fort Bend County Flood Control District, Harris County Flood Control District, Missouri City, City of Houston, and public and private utility companies.
- 1.2.3 Provide input to and coordinate with the SDHPT planning staff in order to develop present and future traffic demands on the mainlanes, frontage roads and adjacent cross roads.
- 1.2.4 Develop peak and off-peak hour traffic volumes for the present and future conditions.
- 1.2.5 Develop and evaluate present and future lane arrangement alternatives and make recommendation on the best one.
- 1.2.6 Perform capacity analyses at all interchange locations for present and future conditions and make recommendation on interchange configurations, lane assignments, etc.
- 1.2.7 Develop and evaluate entrance and exit ramp locations.
- 1.2.8 Present the traffic analyses and findings in report form.
- 1.2.9 Prepare schematic plan of alternatives studied. The schematic plans should show in sufficient detail the number of lanes, location, type and configuration of interchanges, the location and type of ramps and interchange with Beltway 8.
- 1.2.10 Prepare signing requirements for each schematic plan and show on schematic plan.
- 1.2.11 Prepare profiles for mainlanes and frontage roads for each schematic alternative.
- 1.2.12 Show plan and profiles for all bridge structures for each alternative.
- 1.2.13 Prepare additional plans, profiles and other details of the recommended alternative required to obtain necessary approval of the State Department of Highways and Public Transportation and possibly the Federal Highway Administration (FHWA).

- 1.2.14 Prepare drawings and handouts for use at public meetings and public hearings.

1.3 ENVIRONMENTAL ASSESSMENT

- 1.3.1 Meet with SDHPT, and all affected Cities and agencies to obtain past studies, materials and data.
- 1.3.2 Make field inspections of the project.
- 1.3.3 Conduct an Environmental Inventory of areas covered by each alternative developed under Section 1.2
- 1.3.4 Assess impacts of construction of preferred alternative. Those analyses shall include air, water, noise, wetlands, endangered species, cultural resources and farmland conversion.
- 1.3.5 Prepare Environmental Assessment Report. The report shall be prepared in accordance with FHWA Technical Memorandum 6640.8 and reviewed by SDHPT.
- 1.3.6 Advertise and conduct public meetings and public hearing (if necessary).
- 1.3.7 Prepare minutes of public meetings and hearing (if necessary).
- 1.3.8 Address comments received at the public hearing and incorporate them into the final environmental assessment.
- 1.3.9 Prepare Final Environmental Assessment Report.

1.4 SURVEYING AND RIGHT-OF-WAY PLANS

1.4.1 Field Surveys

- 1.4.1.1 Obtain cross sections on proposed Fort Bend Parkway at intervals no greater than 100-feet and out to a distance of approximately 50-feet beyond right-of-way.
- 1.4.1.2 Locate and/or verify all existing utilities and improvements within and out to a distance of 50-feet beyond the proposed right-of-way of Fort Bend Parkway.
- 1.4.1.3 Obtain cross sections and profiles of all bayous, drainage canals, roads and railroads, crossing proposed Fort Bend Parkway.
- 1.4.1.4 Establish temporary bench marks along proposed Fort Bend Parkway at intervals not to exceed 1,000-feet and tie to project center line.
- 1.4.1.5 Secure right of entry into private property short of litigation.
- 1.4.1.6 Obtain horizontal and vertical positions of soil borings and tie to project center line.
- 1.4.1.7 Position determination of primary horizontal control will be performed by the use of GPS satellite surveying equipment, utilizing existing NGS triangulation stations. Position

accuracies will meet or exceed the requirement for second order Class II, in accordance with NGS standards.

1.4.1.8 Any traverse related to the project will be performed with appropriate modified second order procedures by closed loop. Closures will be one part in 20,000 or better.

1.4.1.9 All control leveling work will be performed using appropriate modified second order procedures with closed loops into the most recent adjusted NGS vertical bench marks. Closures will be better than 0.02 foot times the square root of the number of miles in the loop.

1.4.2 Right-of-Way Plans

1.4.2.1 Perform abstracting work for right-of-way acquisition.

1.4.2.2 Determine right-of-way requirements.

1.4.2.3 Calculate and stake right-of-way with 5/8" x 36" iron rods or other suitable material.

1.4.2.4 Prepare individual parcel maps for use in acquiring the necessary right-of-way per SDHPT.

1.4.2.5 Prepare a metes and bounds description of each individual parcel to be used in the conveyance instrument.

1.4.3 On-the-Ground Right-of-Way (ROW) Survey

1.4.3.1 Locate all property corners and describe corner monument. If none exist, set corner and describe it.

1.4.3.2 Locate property line/proposed right-of-way line intersection and set monument at that point. Describe ROW monument set. Tie ROW monument to property corners.

1.4.3.3 Locate point where proposed ROW line intersects buildings, foundations, storage tanks, towers, utilities, ditches, roads, driveways, pipelines, storm sewers, railroads, and other improvements.

1.4.3.4 All survey work shall be performed under the supervision of a Registered Public Surveyor licensed in the State of Texas. In addition all survey work shall be done in a neat and professional manner, subject to the approval of the State Department of Highways and Public Transportation (SDHPT). All right-of-way work shall be tied to surface coordinates of the Texas State Plane (South Central Zone) Coordinate System. State plane coordinates shall be multiplied by the NGS surface adjustment factor to obtain the surface coordinates.

1.5 FINAL DESIGN

The ENGINEER shall prepare plans, specifications and estimates for the frontage roads between Beltway 8 and SH6. The plans shall contain all necessary details for construction and shall follow the categories outlined in Sections 1.5.1 through 1.5.9.

1.5.1 Roadway Plans

- 1.5.1.1 Develop typical sections for main lanes, frontage roads, direct connectors, exit and entrance ramps and widenings.
- 1.5.1.2 Perform geometric design for horizontal alignment of frontage roads.
- 1.5.1.3 Develop design profiles of frontage roads and cross streets.
- 1.5.1.4 Prepare plan and profile sheets, layouts, superelevation transitions and grading details for frontage roads and cross streets.

1.5.2 Drainage Plans

- 1.5.2.1 Prepare overall drainage area maps.
- 1.5.2.2 Compute storm runoff and size inlets.
- 1.5.2.3 Design storm sewer system.
- 1.5.2.4 Analyze existing storm sewer systems affected by new design.
- 1.5.2.5 Prepare storm sewer plans and details.
- 1.5.2.6 Utilize THYSYS computer program for all drainage calculations.

1.5.3 Utility Conflict Plans

- 1.5.3.1 Contact utility owners and locate existing utilities on plans.
- 1.5.3.2 Evaluate utility conflicts proposed construction.
- 1.5.3.3 Prepare and submit to DISTRICT drawings for utility agreements and to show all existing utilities which are in conflict with the proposed construction.

1.5.4 Signing, Lighting, Signalization and Pavement Markings

- 1.5.4.1 Determine location and type of warning, regulatory and guide signs according to SDHPT criteria.
- 1.5.4.2 Determine location and type of lighting required. Prepare P.S. & E. for proposed lighting.
- 1.5.4.3 Prepare plans and details for all required pavement markings.
- 1.5.4.4 Prepare detailed plans for all guide signs and support structures.
- 1.5.4.5 Prepare traffic warrants and signalization plans for intersections.
- 1.5.4.6 Prepare sign summary sheets.

1.5.5 Sequence of Construction

- 1.5.5.1 Review and evaluate data from SDHPT.
- 1.5.5.2 Review signing requirements.
- 1.5.5.3 Review typical sections, roadway plans, storm sewer design and utility relocations.
- 1.5.5.4 Once the schematic layout is approved and geometric controls and signing requirements have been established, develop preliminary sequencing schemes for study and consideration and from such schemes and work shop sessions with SDHPT, develop definite alternative schemes showing detailed overall phasing of construction.
- 1.5.5.5 Develop detailed schemes for each phase of construction.
- 1.5.5.6 Develop typical sections for detours and temporary construction.
- 1.5.5.7 Prepare detailed drawings for construction sequencing for the approved traffic control plan.

1.5.6 Bridge Plans

- 1.5.6.1 Locate bridge piers and determine span lengths from schematic plan.
- 1.5.6.2 Prepare bridge layout plans and cross sections.
- 1.5.6.3 Prepare detailed plans for bridges.

1.5.7 Earthwork

- 1.5.7.1 Prepare terrain data for RDS input.
- 1.5.7.2 Plot cross sections utilizing RDS computer program.
- 1.5.7.3 Calculate earthwork quantities using RDS.
- 1.5.7.4 Prepare cross sections for submittal to SDHPT and tabulate earthwork quantities.

1.5.8 Quantities and Estimate Summaries

- 1.5.8.1 Prepare list of construction bid items.
- 1.5.8.2 Develop basis of construction cost estimate.
- 1.5.8.3 Develop detailed estimates of quantities.
- 1.5.8.4 Prepare tabulations of grading, storm sewer, signing and all other items.
- 1.5.8.5 Prepare estimate of quantities summaries.

1.5.9 Specifications

- 1.5.9.1 Develop special provisions to SDHPT Standard Specifications.
- 1.5.9.2 Develop required general notes and prepare sheets for inclusion in contract plans.
- 1.5.9.3 Prepare standard specifications sheets for inclusion in contract plans.
- 1.5.9.4 Prepare general notes, specification data and construction cost estimate on a CPT computer disk.

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; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others.
- 2.1.2 Geotechnical investigations and reports for determination of fault locations, pavement structure design and design parameters for bridge structure foundations.
- 2.1.3 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.
- 2.1.4 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 of Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.5 Providing renderings or models for DISTRICT's use.
- 2.1.6 Preparing documents for alternate bids requested by DISTRICT for Contractors' work which is not executed or documents for out-of-sequence work.
- 2.1.7 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.
- 2.1.8 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 authorized ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.2.
- 2.1.9 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.

- 2.1.10 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.
- 2.1.11 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section I.
- 2.1.12 Services after completion of the Final Design Phase, such as assistance in bid document preparation and bid evaluation.
- 2.1.13 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).
- 2.1.14 Services in connection with the Construction Phase of the Project.

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 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.
- 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.
- 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 - TIME OF PERFORMANCE

- 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 the Final Design Phase.
- 4.2 ENGINEER agrees to begin the performance of services designated herein not later than ten (10) days after receipt of a written "Notice to Proceed" from the DISTRICT.
- 4.3 ENGINEER agrees to complete engineering services outlined in Section 1 within the following time limits:
- For Services set forth in Section 1.2, Schematic Plans: 365 calendar days after receipt of written "Notice to Proceed."
 - For Services set forth in Section 1.3, Environmental Assessment: 365 calendar days after receipt of written "Notice to Proceed."
 - For Services set forth in Section 1.4, Surveying and Right-of-Way Plans: 540 calendar days after receipt of written "Notice to Proceed."
 - For Services set forth in Section 1.5, Final Design: 365 calendar days after receipt of written "Notice to Proceed."

It is anticipated that the Schematic Plans, Environmental Assessment and Surveys will be conducted simultaneously. Right-of-way plans will be prepared after completion of the Schematic Plans and Environmental Assessment. Final Design will commence after completion of right-of-way plans.

- 4.4 In the event that, by reason of causes beyond the control of the ENGINEER, engineering services described herein are stopped or delayed, the time limits set forth above shall be extended for a period or periods of time determined by the ENGINEER and the DISTRICT to allow for said stoppage or delay.

SECTION 5 - COMPENSATION**5.1 COMPENSATION**

- 5.1.1 Basic Services - DISTRICT shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

For Services set forth in Section 1.2, Schematic Plans: Lump Sum Amount of \$250,000.00

For Services set forth in Section 1.3, Environmental Assessment: Lump Sum Amount of \$ 150,000.00

For Services set forth in Section 1.4, Surveying and Right-of-Way Plans: Lump Sum Amount of \$ 285,000.00

For Service set forth in Section 1.5, Final Design: Fee based on percentage of the construction cost determined from the Texas Society of Professional Engineers curve B attached as Exhibit B.

- 5.1.2 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 Section 2 on the basis of hourly rates in accordance with the Hourly Rates and Billing Policy attached as Exhibit A.

5.1.2.2 Special Consultants - For Services and reimbursable expenses of special consultants (such as Geotechnical Engineers) employed by ENGINEER the amount billed to ENGINEER therefore times a factor of 1.10.

5.1.2.3 Serving to a Witness - For the Services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.2.13 on the basis of hourly rates in accordance with the Hourly Rates and Billing Policy attached as Exhibit A.

5.2 METHOD OF PAYMENT

- 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 If DISTRICT fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's bill therefore, the amounts due ENGINEER shall include a charge, at the net effective interest rate of 1.5% per month from said thirtieth day.

- 5.2.3 In the event of termination by DISTRICT under paragraph 6.1. 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.

SECTION 6 - GENERAL CONSIDERATION**6.1 TERMINATION OF WORK**

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement either in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this project. The CLIENT may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT 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, or the ENGINEER's independent professional associates or consultants, and DISTRICT shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants 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.

6.3 INSURANCE

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom for work covered under the scope.

6.4 CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Texas.

6.5 SUCCESSORS AND ASSIGNS

6.5.1 DISTRICT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of DISTRICT and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assignee of DISTRICT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.5.2 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 to the extent that any assignment, subletting or transfer is mandated by law or 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 professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

6.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than DISTRICT and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of DISTRICT and ENGINEER and not for the benefit of any other party.

6.6 INDIVIDUAL EMPLOYEE EXEMPTION FROM LIABILITY

The DISTRICT acknowledges that the ENGINEER is a corporation and agrees that any claim made by the DISTRICT arising out of any act or omission of any director, officer, or employee of the ENGINEER in the execution or performance of this Agreement, shall be made against the ENGINEER and not against such director, officer, or employee.

SECTION 7 - SPECIAL LIABILITY PROVISIONS, EXHIBITS AND SCHEDULES

This Agreement is subject to the following special provisions.

7.1 DISTRICT and design professional have discussed their risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the DISTRICT agrees that to the fullest extent permitted by law, design professional's total liability to DISTRICT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of \$500,000.00.* Such causes include but are not limited to design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.2 The following exhibits are attached to and made a part of this Agreement:

EXHIBIT 'A'

Schedule of Hourly Rates and Billing Policy

EXHIBIT 'B'

Texas Society of Professional Engineers Fee Curves as a Percentage of Construction Cost

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

DISTRICT:

Date

Attest

Date

ENGINEER:

Date

Attest

Date

EXHIBIT "A"

SCHEDULE OF HOURLY RATES, BILLING POLICIES
LIABILITY LIMITATIONS
Effective July 1, 1989

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 the Engineer's personnel plus payroll burden, currently 37% for social security contributions, federal and state unemployment taxes, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

Principal will be bill at an imputed rate of \$95.00.

Intergraph CADD system will be billed at a rate of \$45/hour plus operator time.

Reimbursable 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, normal equipment, and supplies. Client requested overtime shall be 1.3 times standard rate.

2-Man Field Party	\$56.00/Hour
3-Man Field Party	\$68.00/Hour
4-Man Field Party	\$81.00/Hour
EDM	No Charge

Mileage shall be charged at the rate of 40 cents per mile for all travel.

Billings

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.

Curves of Median Compensation

CURVES A AND B

ment 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.

- NOTES:
- (1) When Construction Cost is under \$100,000, use reimbursable basis of compensation.
 - (2) Construction cost below is the work authorized at one time. However, where the work is to be accomplished in a number of separate construction contracts, then each such project element should be evaluated on an individual basis, with additional compensation to the Engineer.
 - (3) The Basic Charge presented below represents median compensation. The appropriate compensation for any given assignment.

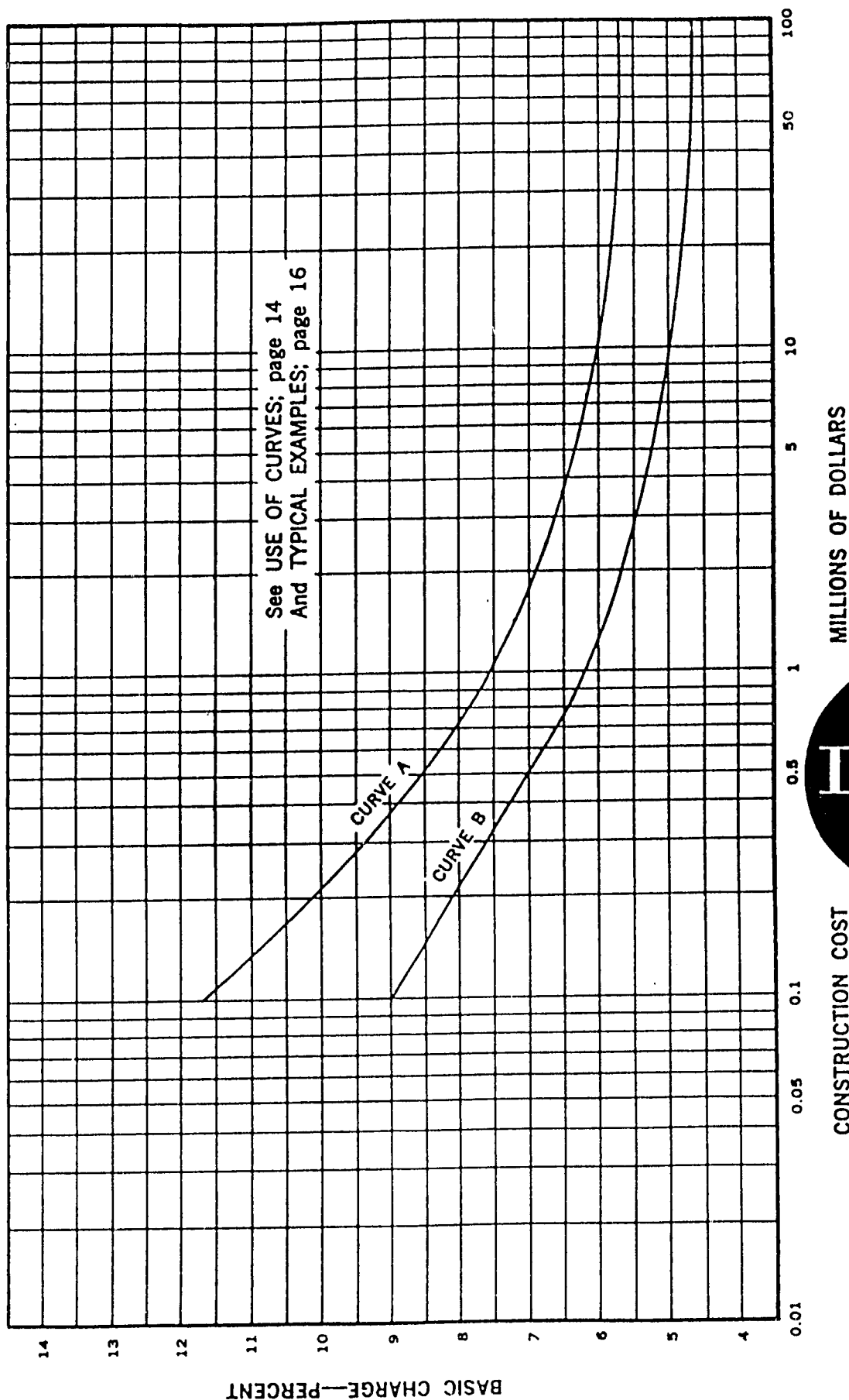


EXHIBIT "C"

VINSON & ELKINS
ATTORNEYS AT LAW

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE. N.W.
WASHINGTON, D.C. 20004-1007
TELEPHONE 202 639-6500 TELEX 89880

3300 FIRST CITY TOWER
1001 FANNIN

HOUSTON, TEXAS 77002-6760

TELEPHONE 713 651-2222 TELEX 782146

FIRST CITY CENTRE
816 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-8400

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 44 1 491-7236
CABLE VINELKINS LONDON W1-TELEX 24140

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 220-7700

October 10, 1989

Commissioners Court of
Fort Bend County
As Governing Body of
Fort Bend County Road District No. 1
Fort Bend County Courthouse
500 Jackson Street
Richmond, Texas 77469

Re: Legal Services Agreement between Vinson & Elkins and
Fort Bend County Road District No. 1

Dear Members:

The purposes of this letter is to set forth the terms under which our firm ("Firm") has performed and will agree to perform certain legal services herein for Fort Bend County Road District No. 1 (the "District").

We previously have performed services in connection with the creation and organization of the District and the development of the Fort Bend Parkway ("Parkway"), including, among others, the following legal services: preparing petitions, orders, resolutions, certificates, and other instruments required in connection with the District's creation; securing consent of the City of Missouri City and the City of Houston to the creation of the District; obtaining and preparing evidence for presentation at a hearing before the Commissioners Court of Fort Bend County, Texas, (the "Commissioners Court") on the creation of the District; working with the County Judge, Commissioners, and staff of Fort Bend County (prior to the hearing) with respect to the designation of the Parkway as a state highway; appearances before the Texas Highway and Public Transportation Commission concerning the feasibility of the Parkway and its designation as State Highway 122; meetings with the staff of the Texas Department of Highways and Public Transportation (the "Department") concerning the designation of the Parkway as State Highway 122 and the portion of the costs of the Parkway to be paid by local Fort Bend County interests and the Department; preparing documents and agendas for the organizational meeting of the District; preparing petitions for and coordinating execution of petitions requesting the Commissioners Court to call and hold a bond election in the District; meetings with and performing other services in connection with the

creation and organization of the District and the development of the Parkway. In addition, we have incurred certain expenses in connection with performing such services.

This letter, when accepted by you, will evidence your approval of the services performed by this Firm in connection with the creation and organization of the District and development of the Parkway. In addition, your acceptance of this letter will evidence an agreement for this Firm to perform certain 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 District to pay the local share of the cost of the Parkway within the District, as may be authorized and issued hereafter for such purposes (the "Bonds"). Our services as bond counsel will include the preparation and review of election materials, legal notices, resolutions, and orders for adoption by the Commissioners Court, instruments required to obtain necessary approvals of the Attorney General of Texas, and all other legal documents relating to the authorization and issuance of the Bonds and registration thereof with the Comptroller of Public Accounts. In addition, in our capacity as bond counsel, we will review a transcript of certified proceedings pertaining to the Bonds, which we will help to prepare, and, where appropriate, will render our opinion that the Bonds are valid and binding obligations of the District, and that the interest on the Bonds is exempt from federal income taxation under then existing statutes, regulations, published rulings, and court decisions.

It is our understanding that the District intends to employ a recognized investment banking firm to serve as financial advisor to the District and that said firm will be responsible for advising the District concerning the sale of the Bonds and will assist the District in the preparation of an Official Notice of Sale and an Official Statement (the "Offering Documents") in connection with each issue of the Bonds offered for sale to the public.

We will review those portions of the Offering Documents which describe the District's legal authority for issuance of the Bonds to determine whether such description conforms to and fairly summarizes relevant provisions of Texas law, and the requirements of the Cities of Missouri City and Houston with regard to the sale of the Bonds. We also will review those portions of the Offering Documents describing the resolution of the Commissioners Court authorizing the Bonds to determine whether such description fairly summarizes the provisions of said resolution. In addition, if requested, we will review such other portions of the Offering Documents as describe matters of law and legal relationships of the District about which we have knowledge. We will not, however,

undertake to independently verify any of the factual information contained in the Offering Documents, nor will we conduct any investigation of the affairs of the District for the purpose of passing on the accuracy or completeness of the Offering Documents. Since our role in connection with the Offering Documents will be of an advisory rather than an investigatory nature, said documents will contain a statement describing our services as outlined above and stating that our 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.

Unless specifically requested by the District, pursuant to terms and conditions to be set forth in a separate engagement letter, we will not be responsible for advising the District concerning the provisions of the various securities laws, including the Securities Act of 1933 and the Securities Exchange Act of 1934, and the securities laws of the various states in which the Bonds may be sold.

For our services in connection with the creation of the District, the District will pay us a fee of \$100,000 which will be paid from the proceeds of the first sale of the District's Bonds. For our services as bond counsel in connection with the authorization, issuance, and sale of the Bonds, the District will pay us, from the proceeds of sale of each issue or installment of the Bonds, the following:

- a. an amount equal to 3% of the first \$1,000,000 in principal amount of such Bonds; and
- b. 2% of the principal amount of such Bonds above said first \$1,000,000 in principal amount.

The above fee schedule shall be applicable to each separate issue or installment of the Bonds, but shall only be due with respect to Bonds actually issued, sold, and delivered unless the District has funds available from other sources for their payment.

In the event the District determines that it is necessary or desirable to issue bond anticipation notes or to obtain other forms of short-term financing, we will render all services necessary in connection therewith. Our fee for such services will be one-half of one percent ($\frac{1}{2}$ of 1%) of the principal amount of such notes, plus charges for the time actually expended, based on hourly rates.

In the event the District determines that it is necessary or desirable to issue refunding bonds, we will render all services necessary in connection therewith. Our fee for such services will be two percent (2%) of the principal amount of such bonds, but in

no event less than \$30,000 plus charges for the actual expenses incurred.

In addition to our services as bond counsel, we will assist in the preparation of agendas and minutes of the meetings and orders and resolutions for adoption by the Commissioners Court, and we will maintain certain files and records for the District. We also will represent the District in contract negotiation and preparation, application for permits, land acquisition, environmental hearings, preparation of an environmental impact statement for the Parkway, requests of property owners for waivers of agricultural use or timberland use appraisals, litigation not involving the adverse interests of other clients, and other legal services that the District may require from time to time.

For services other than those relating to the creation of the District and the issuance of the District's Bonds (including any such services heretofore performed by us) 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 District will be billed for such work on an hourly basis at rates consistent with the rates charged similar districts for similar services. Any services performed by non-lawyer legal assistants will be billed at an hourly rate consistent with the rates charged similar districts 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 (6) months.

In addition, the District 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 District. All of our expenses will be reasonable and subject to approval of the Commissioners Court.

It is understood by the Commissioners Court, as governing body of the District, that our Firm has a broad base of clients, including other public agencies, which it represents on a variety of legal matters. In recognition of this, it is expressly understood and agreed that we shall be entitled to represent the interests of our other clients; provided, however, that we will not undertake to represent any client against the District in any matter substantially related to our representation of the District.

This agreement may be terminated by either the District or by us at any time upon thirty (30) days written notice to the other party, and 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 _____
Robert R. Randolph

Approved and accepted by the Commissioners Court, as governing body of the Fort Bend Road District No. 1, on the 30 day of November, 1989.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge
FORT BEND COUNTY, TEXAS

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk
FORT BEND COUNTY, TEXAS

(SEAL)

RESOLUTION AUTHORIZING CONTRACTS WITH CONSULTANTS

RECITALS

The Fort Bend County Road District No. 1 of Fort Bend County, Texas (the "District"), was created and established by Fort Bend County Commissioners Court on October 16, 1989, under the authority of Article 3, Section 52, Texas Constitution, and Article 6702-1, Vernon's Texas Civil Statutes, as amended.

The District now needs to engage consultants to aid the District in its formation, financing, and efforts in the designing of the Fort Bend Parkway.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1: The contract between Masterson Moreland Sauer Whisman, Inc. and the District in substantially the form and substance as Exhibit "A" attached hereto is hereby approved and accepted.

Section 2: The contract between Lichliter/Jameson & Associates, Inc. and the District in substantially the form and substance as Exhibit "B" attached hereto is hereby approved and accepted.

Section 3: The contract between Vinson & Elkins and the District in substantially the form and substance as Exhibit "C" attached hereto is hereby approved and accepted.


Section 4: The County Judge shall execute all three of the consultant's contracts in his capacity as County Judge of the Fort Bend County Commissioners Court, which Court serves as the governing body of the District.

Section 5: Sufficient written notice of the date, hour, place, and subject of the meeting of the District at which this Resolution was adopted was posted for the time required by law preceding this meeting and such meeting was open to the public as required by law and at all times during which this Order and the subject matter thereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Texas Civil Statutes Annotated, Article 6252-17, as amended.

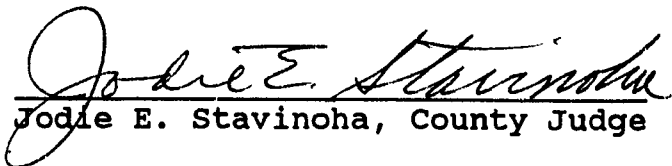
Section 6: This Resolution shall take effect and be in full force and effect upon and after its passage.

PASSED AND APPROVED this ²⁰16th day of ~~October~~ ^{November}, 1989.

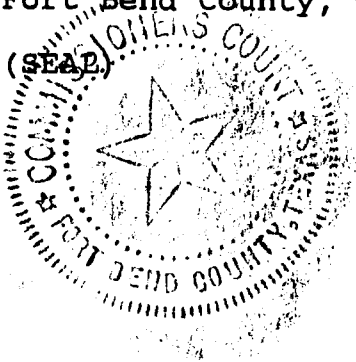
ATTEST:



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



Jodie E. Stavinoha, County Judge



40

0586

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

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

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CABLE VINELKINS LONDON W1-TELEX 24140

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 220-7700

October 10, 1989

Commissioners Court of
Fort Bend County
As Governing Body of
Fort Bend County Road District No. 1
Fort Bend County Courthouse
500 Jackson Street
Richmond, Texas 77469

Re: Legal Services Agreement between Vinson & Elkins and
Fort Bend County Road District No. 1

Dear Members:

The purposes of this letter is to set forth the terms under which our firm ("Firm") has performed and will agree to perform certain legal services herein for Fort Bend County Road District No. 1 (the "District").

We previously have performed services in connection with the creation and organization of the District and the development of the Fort Bend Parkway ("Parkway"), including, among others, the following legal services: preparing petitions, orders, resolutions, certificates, and other instruments required in connection with the District's creation; securing consent of the City of Missouri City and the City of Houston to the creation of the District; obtaining and preparing evidence for presentation at a hearing before the Commissioners Court of Fort Bend County, Texas, (the "Commissioners Court") on the creation of the District; working with the County Judge, Commissioners, and staff of Fort Bend County (prior to the hearing) with respect to the designation of the Parkway as a state highway; appearances before the Texas Highway and Public Transportation Commission concerning the feasibility of the Parkway and its designation as State Highway 122; meetings with the staff of the Texas Department of Highways and Public Transportation (the "Department") concerning the designation of the Parkway as State Highway 122 and the portion of the costs of the Parkway to be paid by local Fort Bend County interests and the Department; preparing documents and agendas for the organizational meeting of the District; preparing petitions for and coordinating execution of petitions requesting the Commissioners Court to call and hold a bond election in the District; meetings with and performing other services in connection with the

creation and organization of the District and the development of the Parkway. In addition, we have incurred certain expenses in connection with performing such services.

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It is our understanding that the District intends to employ a recognized investment banking firm to serve as financial advisor to the District and that said firm will be responsible for advising the District concerning the sale of the Bonds and will assist the District in the preparation of an Official Notice of Sale and an Official Statement (the "Offering Documents") in connection with each issue of the Bonds offered for sale to the public.

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It is understood by the Commissioners Court, as governing body of the District, that our Firm has a broad base of clients, including other public agencies, which it represents on a variety of legal matters. In recognition of this, it is expressly understood and agreed that we shall be entitled to represent the interests of our other clients; provided, however, that we will not undertake to represent any client against the District in any matter substantially related to our representation of the District.

This agreement may be terminated by either the District or by us at any time upon thirty (30) days written notice to the other party, and we would expect to be paid all fees and expenses to the date of termination.

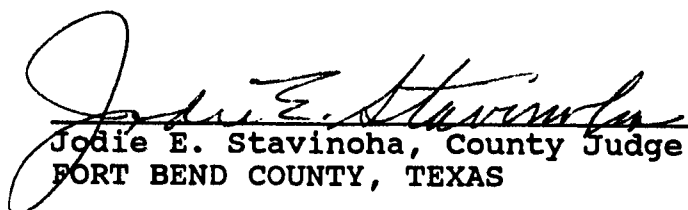
If the terms and conditions set forth above are satisfactory, please take formal action to employ this Firm and indicate your acceptance of this agreement by signature below.

Respectfully submitted,

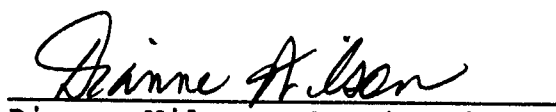
VINSON & ELKINS

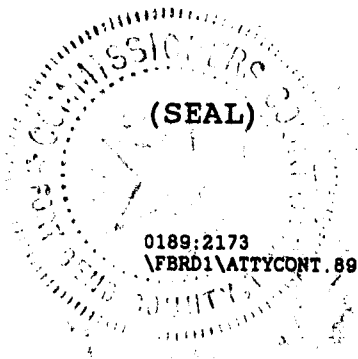
By _____
Robert R. Randolph

Approved and accepted by the Commissioners Court, as governing body of the Fort Bend Road District No. 1, on the 20 day of November 1989.


Jodie E. Stavinoha, County Judge
FORT BEND COUNTY, TEXAS

ATTEST:


Dianne Wilson, County Clerk
FORT BEND COUNTY, TEXAS



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.

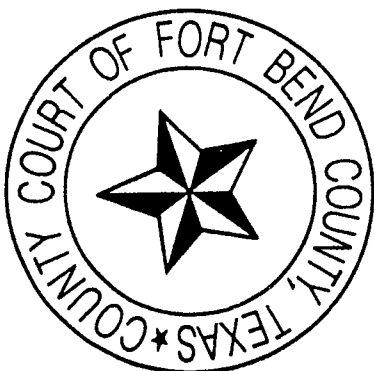
COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 2, 19 90.

STARTING WITH
FILM CODE NO. 90vol.40 pg.0460

ENDING WITH
FILM CODE NO. 90vol.40pg.0593

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 2
DAY OF JANUARY, 19 90.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 0596.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

1. Approve minutes of meeting of November 20, 1989.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Approve service/maintenance agreements for County equipment.
6. Consider authorizing execution of tax abatement agreement with Anderson-Greenwood Co.
7. Consider requests for waiver of tax penalties & interest.
8. Marsha Gaines, Tax Assessor/Collector, re: request to cancel Rosenberg Chrysler Plymouth Inc.'s participation in Dealer Program.
9. Consider proposed increase in tax rate and set date for public hearing.
10. Consider approval of interlocal agreement with Goliad County for the housing of juveniles.
11. Consider approving Adopt-A-Highway agreement with Dulles High School National Honor Society.
12. Consider awarding contract for indigent health care medical services.
13. Set public hearing for replat of Colony Meadows, Sec. 4, First Colony, Pct. 4.
14. Consider Free Port Exemption (Prop. 5) approved at Nov. 7 election.
15. Consider advertising for proposals for EMS delinquent fee collection.
16. Consider rescinding exemption to competitive bidding requirements for header collection system at landfill, and advertise for bids.
17. Consider approving consulting engineering services from Aviles Engineering and Waste Energy Technology in connection with the State Dept. of Health hearing on Permit Appl. #1554A.
18. Consider authorizing the County Engineer to acquire right-of-way for the Bois D'Arc Road bridge replacement under the Federal Aid Bridge Program, Pct. 4.
19. Consider accepting right-of-way for widening of Waddell Rd., Pct. 2.
20. Consider amending Rural Fire Call budget ~~in the amount of \$49,735.~~
21. Approve elected officials' salary schedule.
22. Accept or reject the following bids: (1) gasolines (#90-011); and (2) diesel fuel (#90-012).
23. Consider rejecting bids & authorize readvertising for bids for photographic supplies for Sheriff's Dept. (#90-004).
24. 1:30 p.m. - Open and consider proposals for a consulting firm to conduct a study of Data Processing Dept. (#RFP-89-084).
25. Approve bills. FILED FOR RECORD
26. Adjournment. TIME 2:20 ^{A.M.}/_{P.M.}

NOV 22 1989

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

Jodie E. Stavino
Jodie E. Stavino, County Judge

Agenda posted at Courthouse & County Long Annex, Richmond, Texas on Wednesday, November 22, 1989 at 2:30 p.m. by *Marsha Lindsey*

REGULAR SESSION

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

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

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

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

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of November 20, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve line item transfers in budgets COUNTY ENGINEER, PERSONNEL and LIBRARY. (Recorded in minutes in full)

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Pressley voting no, it is ordered to approve out of town travel requests for JUSTICE OF THE PEACE #4 and CONSTABLE PCT.#2. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS ON COUNTY EQUIPMENT:

None

6. CONSIDER AUTHORIZING EXECUTION OF TAX ABATEMENT AGREEMENT WITH ANDERSON-GREENWOOD CO.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize tax abatement agreement with Anderson-Greenwood Co. as presented by Herb Appel, President, Fort Bend Economic Development Council and Dick Mattie with Anderson-Greenwood Co. (Recorded in minutes in full)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present:

Jodie Stavino	-	County Judge	
R.L. O'Shields	-	Commissioner Precinct	#1
Ben Denham	-	Commissioner Precinct	#2
Alton Pressley	-	Commissioner Precinct	#3
Bob Lutts	-	Commissioner Precinct	#4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES:

NAYES:

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

[illegible]

DATE: 11-21-89

DEPARTMENT HEAD: Kam. S. B. Ghosh

THE COUNTY OF FORT BEND

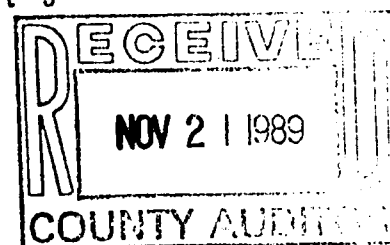
BY: Jodie Stavinoha
Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4



IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE
PERSONNEL DEPARTMENT	FROM	TO	(DECREASE)
Property and Equipment 100000071010	1,127.00	1,327.00	+ 200.00
Office Supplies 1000000071062	10,650.00	10,450.00	- 200.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: Nov. 21-1989

DEPARTMENT HEAD: Richard Sellers by SK

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 27th day of November, 1989, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha	-	County Judge
R.L. "Bud" O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE (DECREASE)
	FROM	TO	
1000-0043-0701 Conferences	\$3,000.00	\$3,432.03	\$432.03 (Increase)
<u>Line Item</u>			
1000-0043-4010 Fees & Services	\$6,300.00	\$5,867.97	\$432.03 (Decrease)
1000-0043-2001 Engineering Sup.	\$15,000.00	\$15,106.39	\$106.39 (Increase)
1000-0043-4010 Fees & Services	\$6,300.00	\$6,193.61	\$106.39 (Decrease)
1000-0043-1062 Office Supplies	\$6,000.00	\$6,200.00	\$200.00 (Increase)
1000-0043-1020 Repr. to Equip.	\$1,500.00	\$1,300.00	\$200.00 (Decrease)
_____	_____	_____	_____

DATE: 11-22-89

DEPARTMENT HEAD: Ronald D. Dunning

THE COUNTY OF FORT BEND.

BY: Jodie Stavinocha
Jodie Stavinocha, County Judge

Ben Denham, Commissioner Pct. #2

R.L. "Bud" O'Shieles, Commissioner
Precinct #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

COUNTY OF FORT BEND

Travel Authorization



TO: COMMISSIONERS' COURT

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

Judge James C. Adolphus

Period: Date of Departure DEC 11, 1989
Date of Return Dec. 13, 1989

Purpose of Trip: One Day Seminar on Inquests

Places to be Visited: Laredo, Texas

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

11-21-89 James C. Adolphus
Date Name
Justice of Peace , Pct. #4
Title

Approved: Commissioners' Court
J. Starinaka 11-27-89
County Judge Date

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 0602

TO: COMMISSIONERS COURT

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

RAY BREEDING
SAL GAMBINO
JOE PREJEANS

DATE OF DEPARTURE: 5 Dec 89

DATE OF RETURN: 8 Dec 89

DESTINATION: Austin, Texas

PURPOSE OF TRIP: To attend Civil Process School

MODE OF TRANSPORTATION: County Vehicle and POV

DEPARTMENT HEAD APPROVAL:

Name & Department

DATE: 27 Nov 89

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date 11-27-89

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

40 0603

VINSON & ELKINS
ATTORNEYS AT LAW

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE. N.W.
WASHINGTON, D. C. 20004-1007
TELEPHONE 202 639-6500 TELEX 89880

3300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE 713 651-2222 TELEX 762146

FIRST CITY CENTRE
816 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-8400

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 44 1 491-7236
CABLE VINELKINS LONDON W1-TELEX 24140

November 21, 1989

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 220-7700

BY MESSENGER

The Honorable Jodie E. Stavinoha
Fort Bend County Judge
Fort Bend County Courthouse
500 Jackson Street
Richmond, Texas 77469

Commissioner Alton Pressley
Fort Bend County Precinct 3
1809 Eldridge Road
Sugar Land, Texas 77478

Commissioner R. L. "Bud" O'Shieles
Fort Bend County Precinct 1
201 Payne Lane
Crabb, Texas 77469

Commissioner Bob Lutts
Fort Bend County Precinct 4
8100 FM 359
Fulshear, Texas 77441

Commissioner Ben Denham
Fort Bend County Precinct 2
2725 Highway 521
Fresno, Texas 77545

Re: Tax Abatement Agreement with Anderson, Greenwood &
Company

Gentlemen:

The City of Stafford, Stafford Municipal School District and Fort Bend County W.C.I.D. No. 2 have authorized a Tax Abatement Agreement with Anderson, Greenwood & Company and request that the County enter into a substantially identical Tax Abatement Agreement.

A copy of the proposed Tax Abatement Agreement is enclosed along with a copy of the application form submitted by Anderson, Greenwood. This matter will appear on your agenda on November 27th. Herb Appel from the Fort Bend Economic Development Council, as well as an officer of Anderson, Greenwood, will be present to answer any questions which you may have.

It is urgent that you approve this matter on the 27th because Anderson, Greenwood is scheduled to close on the property on November 30th subject to the County's approval of the Agreement.

*Returned call to Vinson & Elkins
11-28-89*

Fort Bend County Judge & Commissioners
November 21, 1989
Page 2

If you have any questions prior to that, please contact either me or Herb Appel.

Thank you for your assistance.

Yours very truly,

VINSON & ELKINS

Joe B. Allen
Joe B. Allen

0371:2125
Enclosure

cc: Mr. Herb Appel
Ms. Portia Poindexter

TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §

2

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

THIS TAX ABATEMENT AGREEMENT (this "Agreement") is made and entered into by and between FORT BEND COUNTY, TEXAS, (the "County"), and ANDERSON, GREENWOOD, & CO. (the "Owner"), owner of the tract of land comprising Reinvestment Zone No. 1 within the City of Stafford.

1. Authorization. This Agreement is authorized by (a) Chapter 312 of the Texas Tax Code as it exists on the effective date of this Agreement, and (b) the Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in Stafford, Texas, which were approved by the County Commissioners Court on November 13, 1989. The County has determined that the request for tax abatement presented by the Owner conforms with the criteria established in the Amended Guidelines for Tax Abatement.
2. Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:
 - a. "Certified Appraised Value" means the appraised value of the property and existing improvements located in Reinvestment Zone No. 1, certified by the Fort Bend County Appraisal District for each tax year during the term of this Agreement and, which for the tax year 1989 is \$2,096,520.
 - b. "Reinvestment Zone No. 1" means that certain area qualifying for tax abatement pursuant to the Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in Stafford, Texas, and Ordinance No. 449, Exhibit "A" attached hereto and incorporated herein for all purposes.
 - c. "Reinvestment Zone No. 1 Ordinance" means City of Stafford Ordinance No. 449, passed October 18, 1989, which created the Reinvestment Zone No. 1.
 - d. "Improvements" mean the buildings (or portions thereof) and other improvements used for commercial or industrial purposes which are erected or expanded by the Owner in Reinvestment Zone No. 1 (as contemplated by Section 6 herein) after the date of this Agreement.

- e. "Tangible Personal Property" means tangible personal property classified as such under state law, but excluding inventory and/or supplies and tangible property that was located in Reinvestment Zone No. 1 at any time before the period covered by this Agreement.
 - f. "Property" means the 11.7 acres of land described in Exhibit "A" hereto and all improvements currently located thereon.
3. Administration of Agreement. This Agreement shall be administered by the County Engineer.
4. Term. This Agreement shall be effective on November 27, 1989 and shall continue through December 31, 1995, unless terminated earlier, as provided elsewhere herein.
5. Tax Abatement. Subject to the representations outlined in Section 6 hereinbelow, there shall be granted and allowed hereunder to the Owner a property tax abatement at a rate of 100% in 1990 and 1991, 90% in 1992, 80% in 1993, 70% in 1994 and 60% in 1995 on the Improvements constructed or expanded hereunder in Reinvestment Zone No. 1 and the Tangible Personal Property located in Reinvestment Zone No. 1; provided however, if the Certified Appraised Value of the Property is less than \$2,096,520 for any year during the term of this Agreement, such abatement shall not apply to the Improvements and Tangible Personal Property to the extent \$2,096,520 exceeds the Certified Appraised Value of the Property for such year. In the event the Certified Appraised Value of the combination of the Property, Improvements and Tangible Personal Property subject to taxation by the County is less than \$2,096,520 for any year during the term of this Agreement, the Owner shall pay to the County, in addition to taxes on such Certified Appraised Value, a sum equal to the remaining amount of taxes which the Owner would have paid if the Certified Appraised Value had been \$2,096,520. Such sum shall be due in the same time and manner and subject to the same penalties as ad valorem taxes. The property tax abatement granted and allowed hereunder shall extend only to all real and personal property ad valorem taxes assessable on the Improvements, as constructed or expanded, and Tangible Personal Property.
6. Representations.
- a. The Owner represents that (1) it has or is contemplating acquiring a taxable interest with respect to Improvements and Tangible Personal Property placed on the Property; (2) all Improvements shall be completed in a workmanlike manner and shall be completed in accordance with the City of Stafford Building Code in effect at the time such

Improvements are erected; (3) the Certified Appraised Value of the Improvements and Tangible Personal Property from December 31, 1990 through December 31, 1995 shall not be less than \$5,000,000; (4) it presently contemplates and intends, subject to changing business conditions, to (a) consummate purchase of the Property within 90 days, (b) construct Improvements containing a minimum of 60,000 square feet with a value of at least \$3,500,000 during 1990, (c) install or place Tangible Personal Property on the Property with a value of at least \$8,900,000 during 1990, (d) maintain an inventory of approximately \$5,000,000 during the term of this Agreement, (e) employ approximately 300 full time employees on the Property during the term of the Agreement; (5) it has, as of the effective date of this Agreement, the financial resources to implement the above representations; and (6) it shall comply with the applicable provisions of the Code of Ordinances, Stafford, Texas.

- b. The County represents that (1) the Reinvestment Zone No. 1 has been created in accordance with Chapter 312 of the Texas Tax Code and the Amended Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in Fort Bend County, Texas, as both exist on the effective date of this Agreement; (2) the Property is within such Zone; and (3) that the Property is located within the County limits.
- c. The Owner and the County represent that no member of the County Commissioners Court owns or leases the Property, Improvements or Tangible Personal Property.

- 7. Access to and Inspection of Property by County Employees. The Owner shall allow the County's employees and/or designated representatives of the County access to the Improvements for the purpose of inspecting any Improvements erected to ensure that such Improvements are completed and maintained in accordance with the terms of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving the Owner twenty-four (24) hours notice and shall be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more representatives of the Owner in accordance with all applicable safety standards. Upon completion of construction, the designated representative of the County shall annually evaluate each facility receiving abatement to ensure compliance with the Agreement, and a formal report shall be made to the County Commissioners Court.

8. Default.

- a. The County may declare a default hereunder if (1) the Owner fails, refuses, or neglects to comply with any of the terms, conditions or representations of this Agreement and fails to cure during the cure period; or (2) allows ad valorem taxes owed to the County to become delinquent and fails either to cure during the cure period or to timely and properly follow the legal procedures for their protest or contest. Notwithstanding the preceding sentence, failure to perform any of the matters specified in Section 6.a.(4) hereof shall not constitute a default under this Agreement.
- b. If the County declares a default of this Agreement, this Agreement shall terminate (after notice and opportunity to cure as provided for herein), and the County, in such event, shall be entitled to recapture any property tax which has been abated as a result of this Agreement. The County shall notify the Owner of any default in writing in the manner prescribed herein. The notice shall specify the basis for the declaration of default, and the Owner shall have thirty (30) days from the date of such notice to cure any default (except where fulfillment of any obligation requires activity over a period of time, performance shall be commenced within thirty (30) days after the receipt of notice, and such performance shall be diligently continued until the default is cured).

- 9. Changes in Tax Laws. The tax abatement provided in this Agreement is conditioned upon and subject to any changes in the state tax laws during the term of this Agreement.
- 10. Compliance with State and Local Regulations. Nothing in this Agreement shall be construed to alter or affect the obligations of the Owner to comply with any ordinance, rule, or regulation of the County or laws of the State of Texas.
- 11. Assignment of Agreement. This Agreement may be assigned with the approval by resolution of the County subject to the financial capacity of the assignee and provided that all conditions and obligations in this Agreement are guaranteed by the execution of a new agreement with the County. No assignment shall be approved if either the County has declared a default hereunder which has not been cured or the new Owner is delinquent in the payment of ad valorem taxes owed to the County. Approval shall not be unreasonably withheld.

12. Commissioners Court Approval and Consummation of Purchase Agreement as Conditions Precedent. This Agreement is conditioned entirely upon (1) the approval of the County Commissioners Court by the affirmative vote of a majority of the members present at a duly scheduled meeting of the County Commissioners Court and (2) Owner's purchasing the Premises as described in the hereinafter described Purchase Agreement (pursuant to the terms of that certain Purchase and Sale Agreement by and between Owner and John Hancock Mutual Life Insurance Company, dated September 28, 1989) within 90 days from the date hereof.

13. Notice. All notices shall be in writing. If mailed, any notice or communications shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner: Anderson, Greenwood, & Co.
P. O. Box 1097
Bellaire, Texas 77402-1097

To the County: Jodie Stavinoha, County Judge
Fort Bend County
Fort Bend County Courthouse
500 Jackson St.
Richmond, Texas 77469


Any party may designate a different address by giving the other party ten (10) days' written notice in the manner prescribed above.

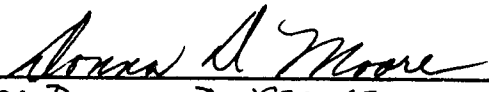
14. Entire Agreement. This Agreement contains the entire and integrated tax abatement agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.

IN TESTIMONY OR WHICH, THIS AGREEMENT has been executed by the County as of the date provided in Section 4.

ANDERSON, GREENWOOD, & CO.
"Owner"

ATTEST:

By: 
Name: Juan M. Gomez
Title: Vice President, Finance

By: 
Name: DONNA D. MOORE
Title: CORPORATE Secretary

FORT BEND COUNTY, TEXAS
"County"

Jodie Stayinoha
Jodie Stayinoha, County Judge

Bud O'Shieles
Bud O'Shieles
Commissioner, Precinct No. 1

Ben Denham
Ben Denham
Commissioner, Precinct No. 2

Alton Pressley
Alton Pressley
Commissioner, Precinct No. 3

Bob Lutts
Bob Lutts
Commissioner, Precinct No. 4

ATTEST:

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

A: \WP02\STAF\FBC\AGT\TX-ABATE



AN ORDINANCE CREATING REINVESTMENT ZONE NO.1 LOCATED AT 3950 GREENBRIAR, IN THE CITY OF STAFFORD, FORT BEND COUNTY, TEXAS; MAKING RELATED FINDINGS; AND PROVIDING REPEALING AND SEVERABILITY CLAUSES.

* * * * *

WHEREAS, City Council has passed and approved Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in Stafford, Texas;

WHEREAS, pursuant to the Guidelines, the City has received an application for creation of reinvestment zone and tax abatement;

WHEREAS, after proper notice had been given, the City has held a public hearing where all interested persons were given an opportunity to speak and evidence for and against the creation of Reinvestment Zone No. 1 was gathered;

WHEREAS, notice was given to all taxing entities where the proposed zone is to be located;

WHEREAS, City Council has determined, based on evidence gathered, that the improvements sought to be located in proposed Reinvestment Zone No. 1 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of the tax abatement agreement; and

WHEREAS, the creation of Reinvestment Zone No. 1 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to attract major investment into the Zone that would be a benefit to the property located therein and that will contribute to the economic development of the City of Stafford; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STAFFORD, TEXAS:

Section 1. That the findings and provisions set out in the preamble of this Ordinance are hereby found to be true and correct, and are made a part of this Ordinance for all purposes.

EXHIBIT "A"

Section 2. That Reinvestment Zone No. 1 is hereby created for purpose of encouraging economic development through tax abatement. A description of the Zone is attached hereto as Exhibit "A" and is made a part hereof for all purposes.

Section 3. This designation shall be effective for five (5) years from the date of final passage of this Ordinance and may be renewed for five-year periods thereafter.

Section 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict only.

Section 5. If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion be inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

PASSED and APPROVED this, the 18th day of October, 1989.


Leonard Scarcella, Mayor

ATTEST:

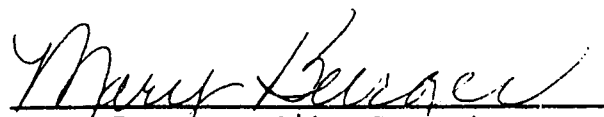

Mary Burger, City Secretary

EXHIBIT "A"

The following described property is proposed to be designated as the reinvestment zone:

Description of tract of land out of Reserve "A" of Greenbriar Southwest Section Four as recorded in Volume 23, Page 22 of Fort Bend County Plat Records, in the Thomas J. Nichols Survey, Abstract No. 296 in Fort Bend County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found for the Southwest corner of the herein described tract in the North right-of-way line of Greenbriar Drive (65 feet wide), marking the Southeast corner of Reserve "B" of Greenbriar Southwest Section Three as recorded in Volume 22, Page 33 and being also the Southwest corner of Reserve "A" of said Greenbriar Southwest Section Four, said beginning point also being S 89° 56' 55" W, 881.44 feet from a 5/8-inch rod found for the most westerly cutback corner at the intersection of the North right-of-way line of said Greenbriar Drive with the West right-of-way line of Capricorn Drive (60 feet wide);

THENCE, North 00 degrees 09' 12" West, along the common line between Reserve "B" of Greenbriar Southwest Section Three and the West line of Reserve "A" of Greenbriar Southwest Section Four, a distance of 1,040.66 feet to a 5/8-inch rod found in the South right-of-way line of Bluebonnet Drive (60) feet wide);

THENCE, North 89 degrees 50' 48" East, along the South line of Bluebonnet Drive and the North line of this tract, a distance of 489.79 feet to a 5/8-inch iron rod set for the Northeast corner of the herein described tract;

THENCE, South 00 degrees 09' 12" East, along the East line of this tract, a distance of 1,041.53 feet to a 5/8-inch iron rod set in the North right-of-way line of Greenbriar Drive, marking the Southeast corner of the herein described tract;

THENCE, South 89 degrees 56', 55" West, along the North line of Greenbriar Drive, and the south line of the herein described tract of land a distance of 489.79 feet to the POINT OF BEGINNING.

A:\WP02STAF\ORDIN\ZONE-1

KEYSTONE

A Subsidiary of Keystone International, Inc.

Anderson, Greenwood & Co.

12 October 1989

City of Stafford
Attention: Mayor Leonard Scarcella
2610 S. Main
Stafford, Texas 77477

Re: Tax Abatement Request
3950 Greenbriar Road
Stafford, Fort Bend County, Texas

Dear Mayor Scarcella:

It is Anderson, Greenwood & Co.'s position that the Company meets the Economic Qualification requirements specified in Section 2(g) of the "Guidelines and Criteria for Granting Tax Abatement in Reinvestment Zones Created in the City of Stafford" adopted October 4, 1989 by the Stafford City Council.

More specifically, the Company's response to the requirements listed are as follows:

<u>SECTION</u>	<u>COMPANY RESPONSE</u>
2(g)(1)	It is expected that the Company will spend approximately \$3.5 million to refurbish and expand the existing facility. In addition, the Company will transfer approximately \$15.5 million (based on 1989 renditions to the Harris County Appraisal District) in tangible personal property from its Houston location. In total, the estimated increase in property tax valuation related to "property improvements" is \$19.0 million.
2(g)(2)	The Company's Houston based operations which will consolidate at the Stafford location will consist of approximately 300 employees with an estimated annual payroll of \$9.0 million.
2(g)(3)	As noted, the Company is currently located in Houston, Texas; therefore, no loss of employment will result elsewhere in the City of Stafford.

The information required by Section 2(h) Standards for Tax Abatement is listed below:

<u>SECTION</u>	<u>COMPANY RESPONSE</u>
2(h)(1)	The proposed purchase price for the 11.7 acres and the 75,000 square foot facility is \$1.65 million with approximately \$50,000 in related expenses (building inspections, title policy, etc.). A breakdown of the purchase price between land and building will not be available until the appraisal which is being conducted is completed.
2(h)(2)	An expansion of approximately 60,000 square feet, of comparable construction to the existing facility, is planned. In addition, extensive refurbishment to the interior and outside appearance of the existing facility are planned. Budgeted costs are approximately \$3.5 million.
2(h)(3)	The estimated life of real property and related improvements is 25-30 years. The estimated life of personal property improvements range from 3 to 8 years, with the majority in the 8 year range.
2(h)(4)	See previous Company response to 2(g)(2) and 2(g)(3).
2(h)(5)	It is anticipated that most of the Company's current employees will commute to the Stafford location, resulting in very few openings that must be filled once we relocate. Any "new" positions that would become available would be from normal employee turnover and Company growth.
2(h)(6)	It is estimated that the total annual payroll will be approximately \$9.0 million.
2(h)(7)	See response to 2(g)(2), 2(g)(3) and 2(h)(5).
2(h)(8)	The Company's current estimate of City sales taxes to be paid in 1989 is \$75,000. This would be a conservative estimate for the future expected level of annual sales tax revenues to be paid the City of Stafford.
2(h)(9)	Based on the 1989 property tax valuation submitted by the Company for it's tangible personal property to the Harris County Appraisal District, plus the estimated cost for expansion, refurbishment and purchase of the new facility, the Company estimates that the total property valuation at the Stafford facility will be approximately \$20.65 million.

While the Company cannot commit to a specific amount of increase in the property tax base valuation either during or after the abatement period, it is logical to expect increases in its level of inventory and production capability as the Company grows. In addition, replacement of existing worn or outdated equipment can also be expected.

The Company assures the City that the tax base during the abatement period in no event will be less than \$5 million.

2(h)(10)

It is the Company's belief, based on discussions with officials of the City, School District, Water District and County, that no significant costs for either facilities or services will be incurred by these entities as a result of the Company's relocation to 3950 Greenbriar.

2(h)(11)

As noted in the Company's response to 2(h)(9) an estimate of additions to the property tax base valuation beyond the base year for abatement (1990) would be purely speculative. Therefore, the Company will respond to this requirement using the following assumptions:

1. The following property tax rates remain constant during the abatement period (1991-1996) (per \$100 of valuation):

City of Stafford	\$ 0.1790
Stafford Municipal School District	1.1394
Water District	0.1650
Fort Bend County	<u>0.4633</u>

Total Property Tax Rate	<u>\$ 1.9467</u>
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2. The following estimated property tax valuations remain constant during the abatement period:

Real Property	\$ 5,150,000
Personal Property	<u>15,500,000</u>
Total Valuation	<u>\$20,650,000</u>

AS PER ORIGINAL

Page Four

3. The following estimated property and related property value would qualify for abatement:

Real Property	\$ 3,500,000
Personal Property	<u>8,900,000</u>

Total Property Eligible for Abatement	<u>\$12,400,000</u>
------------------------------------------	---------------------

4. No additional property qualified for abatement is acquired during the abatement period.

5. No significant depreciation in the property value occurs during the abatement period.

The following recaps estimated revenues to each tax entity from Anderson, Greenwood's abatement proposal based on the assumptions noted above.

City of Stafford	\$ 96,034
Stafford Municipal School District	611,288
Water District	88,523
Fort Bend County	<u>248,560</u>

Total Property Tax Revenues (1991-1996)	<u>\$1,044,405</u>
-----------------------------------------	--------------------

The estimated annual tax revenues after the tax abatement period ends would be:

City of Stafford	\$ 36,964
Stafford Municipal School District	235,286
Water District	34,073
Fort Bend County	<u>95,671</u>

Total Property Tax Revenues (1997)	<u>\$ 401,994</u>
------------------------------------	-------------------

- 2(h)(12) It is anticipated that the Company's relocation will have minimal impact on the population growth of the City of Stafford or Fort Bend County.
- 2(h)(13) The Company is not aware of any required public improvements as a result of the relocation.
- 2(h)(14) The Company is not aware of any situation where it will be in direct competition with any company residing in Stafford. The Company believes that its presence in Stafford will not be to the detriment of any other business currently located in Stafford.

AS PER ORIGINAL

Page Five

2(b)(15) The Company currently has, or has had, business dealings with the following companies in Stafford:

Barclay Wholesale
W. W. Grainger
Harrison Equipment
Vanessa Valve
Way Machine
Timers & Controls

It is anticipated that other businesses in the Stafford area will provide services or goods to the Company because of their proximity to the Company.

2(b)(16) The Company believes that any new business attracted to the area as a result of the Company's relocation would be from a perception of a positive business climate and not necessarily to provide goods or services to the Company.

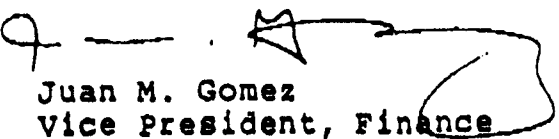
2(b)(17) The Company believes that its facility will be compatible with plans for the area, since the location of the Company's facility is in a designated industrial park.

2(b)(18) The Company currently complies with all City of Houston, Harris County and State of Texas regulations dealing with environmental concerns. It is our understanding that the regulations in Stafford and Fort Bend County are comparable to those which we currently comply. Additionally, the Company's current operations have been visited by officials of both the City and Water District and no concern was expressed either from an environmental or quality of life viewpoint.

I hope the information supplied is adequate for the assessment of Anderson, Greenwood's tax abatement proposal. However, should you require any further information do not hesitate to contact me.

Sincerely,

ANDERSON, GREENWOOD & CO.


Juan M. Gomez
Vice President, Finance

cc: Joe Allen, Vinson & Elkins
Richard Mattie
Ken Simon

7. CONSIDER REQUEST FOR WAIVER OF TAX PENALTIES & INTEREST:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to deny waiver of tax penalties & interest for Nuri A. Nuri, as recommended by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

8. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: REQUEST TO CANCEL ROSENBERG CHRYSLER PLYMOUTH INC.'S PARTICIPATION IN DEALER PROGRAM:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept for record the cancellation of Rosenberg Chrysler Plymouth, Inc. 's participation in dealer program. (Recorded in minutes in full)

9. CONSIDER PROPOSED INCREASE IN TAX RATE AND SET DATE FOR PUBLIC HEARING:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Lutts voting no, the court set the public hearing for December 5 at 2:00 p.m. for a proposed 1990 tax rate of \$.5227. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH GOLIAD COUNTY FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve interlocal agreement with Goliad County for the housing of juveniles. (Recorded in minutes in full)

11. CONSIDER APPROVING ADOPT-A-HIGHWAY AGREEMENT WITH DULLES HIGH SCHOOL NATIONAL HONOR SOCIETY:

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

12. CONSIDER AWARDING CONTRACT FOR INDIGENT HEALTH CARE MEDICAL SERVICES:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to award contract for indigent health care medical services to MID-WESTERN MEDICAL SERVICES, INC. not to exceed \$169,000, effective December 1, 1989 as recommended by the committee and presented by J.H. Hardin, Indigent Care Coordinator. Contract to be approved at a later date.

13. SET PUBLIC HEARING FOR REPLAT OF COLONY MEADOWS, SEC. 4, FIRST COLONY, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing to consider replat of Colony Meadows, Sec. 4, First Colony, for December 18 at 10:00 a.m..

14. CONSIDER FREE PORT EXEMPTION (PROP. 5) APPROVED AT NOVEMBER 7 ELECTION:

Herb Appell, Greater Fort Bend Economic Development Council, discussed the Free Port Exemption (Prop.5) impact on the county in 1991. Further study required. (Recorded in minutes in full)

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: November 16, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Nuri A. Nuri
Account .907-4850-00-016-1800
Precinct #2

Mr. Nuri is requesting waiver of penalty and interest on the above referenced account for years 1987 and 1988.

1. Mr. Nuri states he purchased the property in 1987.
2. In checking the Fort Bend County Clerk's records, we could find no record of the deed being filed.
3. The Fort Bend Central Appraisal District corrected the ownership of this account on September 21, 1989, using a deed filed in Harris County.

Breakdown of taxes paid:

Base Tax	\$308.16
Penalty and Interest	82.58
Attorney Fees	<u>58.63</u>
Total Paid	\$449.37

I do not recommend waiver of penalty and interest as there is no evidence of an error on the part of the tax office or the Central Appraisal District. Without the deed being filed in Fort Bend County or the title company or Mr. Nuri notifying the Central Appraisal District of the change in ownership, Cameron Brown Company would be the owner of record.

Y. Hancock

AS PER ORIGINAL

Nuri A. Nuri
11351 Bayou Place Lane
Houston, Texas 77099
(713) 568-2760

October 6, 1989

Marsha P. Gaines
Tax Assessor - Collector
Fort Bend County
c/o Republic Bank
P.O. Box 299198
Houston, Texas 77299

Dear Ms. Gaines:

Enclosed is a check # 2266 in the amount of \$449.34 as payment for taxes due for 1987 and 1988.

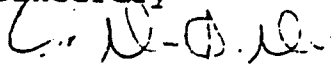
Included in the amount due is a P&I fee for being late in paying the taxes. I would like to request a refund for the amount of the P&I for both years because I did not receive the tax papers early enough to pay the tax.

I purchased the property located on 6018 Arthington in 1987. At the time, the owner of the property was Cameron Brown Co. of Charlotte, North Carolina. This property under the account number listed on the tax statement still has the aforementioned company as the owners and not me (it's listed on the statement). I can only assume that the tax statements have been going to them instead of me, thus causing delays in my payment. I thought that the title company would get ownership and addresses changed.

I have no intention of not paying my taxes and on time, but I hope that you understand my situation and therefore grant me a refund for the P&I fees for both tax years.

If you have any questions, please do not hesitate to call me or write at the above number and address.

Sincerely


Nuri A. Nuri

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: November 16, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Nuri A. Nuri
Account .907-4850-00-016-1800
Precinct #2

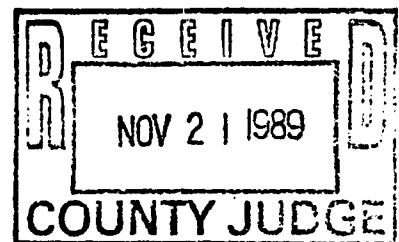
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3. The Fort Bend Central Appraisal District corrected the ownership of this account on September 21, 1989, using a deed filed in Harris County.

Breakdown of taxes paid:

Base Tax	\$308.16
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Attorney Fees	<u>58.63</u>
Total Paid	\$449.37

I do not recommend waiver of penalty and interest as there is no evidence of an error on the part of the tax office or the Central Appraisal District. Without the deed being filed in Fort Bend County or the title company or Mr. Nuri notifying the Central Appraisal District of the change in ownership, Cameron Brown Company would be the owner of record.



MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

MEMORANDUM

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

From: Marsha P. Gaines

Date: November 20, 1989

Reference: Commissioners Court Agenda

Please place the following on Commissioners Court Agenda for November 27, 1989.

1. To be recorded in minutes.
Cancellation of Rosenberg Chrysler Plymouth, Inc.'s participation in the Fort Bend County Tax Office's Dealer Program. Rosenberg Chrysler Plymouth, Inc. is discontinuing business.

J. R. Davis

Steps to Set the Tax Rate

AS PER ORIGINAL

- ✓ 1. Calculate Effective Tax Rate.
- ✓ 2. Adopt a budget (You may adopt the budget and tax rate at same meeting but you must adopt the budget first).
- ✓ 3. Vote to propose a tax increase:
Place a proposal to adopt the tax rate on the agenda .5227/100
Must specify desired rate
4. Once motion passes the governing body must schedule a public hearing on the proposal:
Must be within boundaries of the unit
Held on a weekday that is not a holiday
Must be in a public building
5. Notify public of the proposed increase:
Time, Place of the hearing and information on proposed tax rate
Must be Quarter Page Notice
Headline must be 18 point type or larger
Can not be in classified or legal section
Publish 7 days before public hearing
Must be titled "Notice of Public Hearing on Tax Increase"
Newspaper must be published once a week and been in circulation 1 year before notice was published
6. Public Hearing:
Must be only item on agenda
A quorum must be present
Taxpayers must get to express their views
You may not adopt increase at this hearing
At end of hearing set and announce date, time, and place of the meeting to vote on the tax rate
7. Meeting to vote on tax rate must take place no less than 3 days and no more than 14 days after public hearing.
Must be in public building and not on a holiday
Publish second quarter page notice must be titled "Notice of Vote on Tax Rate"
Headline in 18 point type
Can not be in classified or legal sections
General circulation once a week 12 months preceeding the notice
Must post the notice according to open meeting laws
8. Adoption of tax rate must be a separate item on the agenda:
Must have 4 members of commissioner court present, at least 3 must vote for the rate. County Judge is considered a member for this purpose.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

The (name of taxing unit) will hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in (the preceding year) by (percentage of increase over the lower of the effective tax rate or rollback tax rate) percent. Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property.

The public hearing will be held on (date and time) at (meeting place).

FOR the proposal:

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

(Names of all members of the governing body, showing how each voted on the proposal to consider the tax increase and, if one or more were absent, indicating the absences.)

The statement above shows the percentage increase the proposed rate represents over the (effective/rollback) tax rate that the unit published on (date notice of effective and rollback rates was published). The following table compares taxes on an average home in this taxing unit last year to taxes proposed on the average home this year. Again, your individual taxes may be higher or lower, depending on the taxable value of your property.

	Last Year	This Year
Average home value	_____	_____
General exemptions available (amount available on the average home, not including senior citizen's or disabled person's exemptions)	_____	_____
Average taxable value	_____	_____
Tax rate	_____	_____
		(proposed)
Tax	_____	_____
		(proposed)

Under this proposal taxes on the average home would (increase/decrease) by \$ (dollar difference between this year's tax and last year's tax) or (percent increase or decrease over last year's actual taxes) percent compared with last year's taxes.

Comparing tax rates without adjusting for changes in property value, the tax rate would (increase/decrease) by \$ (dollar difference between this year's rate and last year's rate) per \$100 of taxable value or (percent increase or decrease over last year's actual tax rate) percent compared to last year's tax rate. These tax rate figures are not adjusted for changes in the taxable value of property.

2nd Notice

AS PER ORIGINAL 40

0626

For use on September 1, 1989, and after

NOTICE OF VOTE ON TAX RATE

The (name of taxing unit) conducted a public hearing on a proposal to increase your property taxes by (percentage of increase over the lower of the effective tax rate or rollback tax rate) percent on (date and time the public hearing was conducted).

The (governing body of the taxing unit) is scheduled to vote on the tax rate at a public meeting to be held on (date and time) at (meeting place).

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

40 0627

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 monthly 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 in 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 juvenile (s) 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, 1990.

AS PER ORIGINAL

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0629

SIGNED this 13th day of November, 19 89.

THE COUNTY OF GOLIAD, TEXAS

John R. Barnhill
JOHN R. BARNHILL, County Judge

ATTEST:

Gail M. Turley
Gail M. Turley, County Clerk

SIGNED this 27 day of November, 19 89.

THE COUNTY OF FORT BEND, TEXAS

Jodie E. Stavino
JODIE STAVINO, County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

APPROVED AS TO FORM:

Dennis A. McRae
Chief Juvenile Probation Officer

40

0630

13

PUBLIC HEARING NOTICE

FOR: Colony Meadow, Sec 4

DATE: Dec 18

TIME: 10 Am

NEWSPAPER(S) Mines

INVOICE: Sugar Land Properties, Inc
Timmy Pappas

AS PER ORIGINAL AGENDA ITEM 14
TEXAS ASSOCIATION OF COUNTIES
40 0631

P.O. Box 2131, Austin, Texas 78768

1204 San Antonio (512) 478-8753



Sam D. Seale, Executive Director

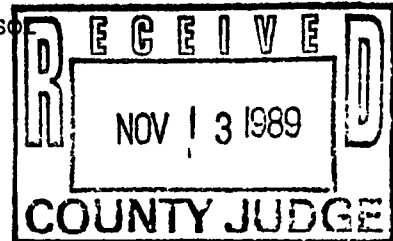
ALERT-----ALERT-----ALERT-----ALERT-----ALERT-----ALERT-----ALERT

TO: Texas County Commissioners Courts and County Tax Assessors
Collectors

FROM: Sam D. Seale, Executive Director

DATE: November 8, 1989

RE: Goods In Transit Amendment--Freeport Exemption and Exemption on
Personal Property



As you know, the voters of Texas approved proposition 5 (Senate Joint Resolution 11) on the ballot yesterday which grants an exemption from taxes on goods, wares merchandise and ores acquired in or imported into the state for the purpose of assembling, storing, or manufacturing and shipped out of state within 175 days.

THIS AMENDMENT COULD CAUSE A SIGNIFICANT LOSS IN AD VALOREM TAX REVENUE FOR YOUR COUNTY--REVENUE THAT WOULD HAVE TO BE MADE UP BY OTHER COUNTY PROPERTY TAXPAYERS UNLESS YOU ACT IMMEDIATELY!

Local taxing entities still have the authority to levy a tax on the exempt property, but they must, by governing body order or resolution, act affirmatively prior to January 1, 1990. If you do not act, your county will lose the ability to tax this property forever.

The full text of proposition 5 (SJR 11) may be found in Vernon's Texas Session Laws, Volume 9, Page A-2.

In addition to the constitutional amendment, House Bill 82 becomes effective January 1, 1990. This new law would exempt property not held or used to produce income from ad valorem taxation. In order to continue taxing this property, local taxing entities must post notice and hold a public hearing to continue to tax this property.

County officials are urged to contact their appraisal districts to determine what impact these two bills will have on their taxable values and the estimated cost for appraising the property in the event a decision is made to continue to levy the tax.

TIME IS VERY SHORT FOR COMMISSIONERS COURTS TO ACT.

The staff of the Texas Association of Counties is available to assist you if you have any questions about these new laws. Please feel free to call on us.

15. CONSIDER ADVERTISING FOR PROPOSALS FOR EMS DELINQUENT FEE COLLECTION:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for proposals for EMS delinquent fee collection.

16. CONSIDER RESCINDING EXEMPTION TO COMPETITIVE BIDDING REQUIREMENTS FOR HEADER COLLECTION SYSTEM AT LANDFILL, AND ADVERTISE FOR BIDS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to rescind exemption to competitive bidding requirements for header collection system at landfill, and advertise for bids.

17. CONSIDER APPROVING CONSULTING ENGINEERING SERVICES FROM AVILES ENGINEERING AND WASTE ENERGY TECHNOLOGY IN CONNECTION WITH THE STATE DEPT. OF HEALTH HEARING ON PERMIT APPL. #1554A:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve consulting engineering services from Aviles Engineering and Waste Energy Technology in connection with the State Dept. of Health hearing on permit application #1554A.

18. CONSIDER AUTHORIZING THE COUNTY ENGINEER TO ACQUIRE RIGHT-OF-WAY FOR THE BOIS D'ARC ROAD BRIDGE REPLACEMENT UNDER THE FEDERAL AID BRIDGE PROGRAM, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize the County Engineer to acquire right-of-way for the Bois D'Arc Road bridge replacement under the federal aid bridge program, Pct. 4. (Recorded in minutes in full)

19. CONSIDER ACCEPTING RIGHT-OF-WAY FOR WIDENING OF WADDELL RD., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept right-of-way for widening of Waddell Rd., Pct. 2, from Vincent C. D'Amico. (Recorded in minutes in full)

20. CONSIDER AMENDING RURAL FIRE CALL BUDGET:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, to amend Rural Fire Call budget for October fire calls in the amount of \$50,972.00, as presented by Gary Tilton. Funds to come from EMS-Property & Equipment line item. Court request a recommendation regarding billing for false alarms. Motion withdrawn.

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to amend Rural Fire Call budget for October fire calls in the amount of \$50,972.00, as presented by Gary Tilton. Funds to come from 1988 Ending Balance. Court request a recommendation regarding billing for false alarms.

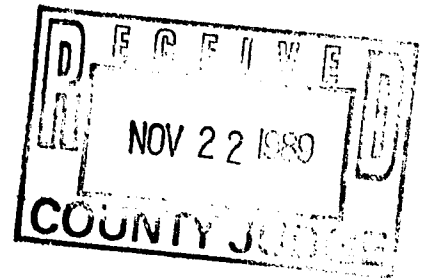
21. APPROVE ELECTED OFFICIALS' SALARY SCHEDULE:

Moved by Commissioner Denham, to authorize for all elected officials, a 3% increase in current base salary (county portion). Motion failed due to lack of a second.

Moved by Commissioner Lutts, to deny salary increases for all elected officials. Motion fail due to lack of a second.

Ben G. Denham
Fort Bend County
Commissioner
Precinct 2

AS PER ORIGINAL



November 20, 1989

The Honorable Jodie Stavinoha
Fort Bend County Judge
P.O. Box 368
Richmond, Texas 77469

RE: Emergency Medical Services
Delinquent Accounts

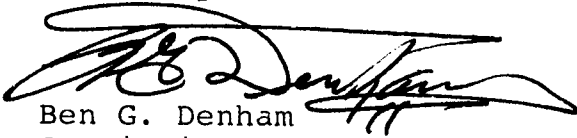
Dear Judge Stavinoha:

I received a copy of Daniel Kosler's letter dated November 16, 1989 indicating a combined total of \$66,806.19 in delinquent accounts over the past eighteen (18) months. Not to mention the amounts of delinquent accounts due over the past five years.

In my opinion a professional collection agency should be considered prior to the District Attorney's office becoming involved. I would request this item be placed on the Commissioners Court agenda for November 27, 1989 and consider advertising for services of a collection agency.

Your consideration is appreciated.

Sincerely,


Ben G. Denham
Commissioner Pct. 2
Fort Bend County

BGD/cs

cc: Commissioner Bud O'Shieles, Pct. 1
Commissioner Alton Pressley, Pct. 3
Commissioner Bob Lutts, Pct. 4
District Attorney, Civil Division
Daniel Kosler, E.M.S. Director

COUNTY OF FORT BEND

Engineering Department

40 ¹⁸ 0634
AS PER ORIGINAL

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

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

November 22, 1989

COPY

Fort Bend County Judge
Fort Bend County Commissioner's Court
500 Jackson Street
Richmond, TX 77469

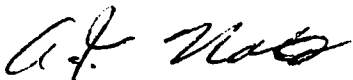
Re: Agenda Item - Bridge Replacement, Bois D'Arc Lane at Jones Creek
Precinct 4

Gentlemen:

The County Engineer's Office will be seeking the Courts' authorization to acquire the needed additional right-of-way for the referenced project.

Attached please find a copy of a letter from the State Department of Highways and Public Transportation pertaining to this matter.

Sincerely,

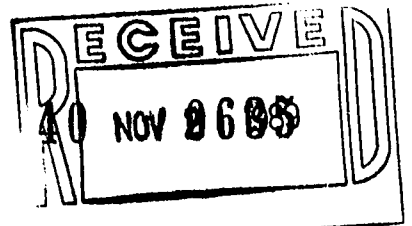


A. J. Noto
Right-of-Way Agent

AJN/mk

enclosures

cc: Judge Jodie Stavinoha, County Judge
Commissioner R. L. "Bud" O'Shieles, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton B. Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4
Mr. Larry Wagenbach, Asst. Dist. Attny.-CIVIL Div.
Mr. Ron Drachenberg, County Engineer
file



COMMISSION

ROBERT H. DEDMAN, CHAIRMAN
RAY STOKER, JR.
WAYNE B. DUDDLESTEN

**STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION**

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

ENGINEER-DIRECTOR
R. E. STOTZER, JR., P.E.

November 3, 1989

IN REPLY REFER TO:
DRE

Parcel Nos.: 1, 2, 3, 4 and 5
C.S.J. No.: 912-34-032
Highway: Bois D'Arc Road
County: Fort Bend

Mr. Ron D. Drachenberg, P.E.
County Engineer
P.O. Box 1449
Rosenberg, Texas 77471-1449

Dear Mr. Drachenberg:

Attached for your use in acquiring the above listed parcels are eight copies of field notes and right of way map sheets.

As always, we will expect you to furnish us copies of written offers to each individual property owner in order for us to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The offer letters should be forwarded to our office within two (2) days after the offer is made, and we will also need a notification as to the date of acquisition of each parcel.

Also, we are required to obtain and maintain, in our file, certification of compliance by you that all provisions of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 have been fulfilled.

Mr. Ron D. Drachenberg, P.D.
Parcel Nos.: 1, 2, 3, 4 and 5
C.S.J. No.: 912-34-032
November 3, 1989
Page 2

Total compliance with these requirements are necessary in order that we might be assured of maximum Federal participation.

In addition we wish to advise that this project is scheduled for letting in April of 1990.

Should you have any questions contact Mr. Tommy Little at 867-5715.

Sincerely,

for M. A. Little
Dwight A. Allen, P.E.
District Right of Way Engineer
District No. 12

MTL/jlg
Attachments

COUNTY OF FORT BEND

Engineering Department

AS PER ORIGINAL

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

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

November 22, 1989

COPY

Fort Bend County Judge
Fort Bend County Commissioner's Court
500 Jackson Street
Richmond, TX 77469

Re: Agenda Item (11/27/89) - Additional Right-of-Way for widening
Waddell Road - Precinct 2

Gentlemen:

The County Engineer's Office will be seeking the Courts' authorization to accept and record a "Right-of-Way Document" pertaining to the above referenced.

Attached is a copy of the Court "Minutes" authorizing the acquisition of right-of-way.

Also attached is a copy of the plat identifying the right-of-way for this parcel.

Your cooperation in this matter is appreciated.

Sincerely,



A. J. Noto
Right-of-Way Agent

AJN/mk

enclosures

cc: Judge Jodie Stavinoha, County Judge
Commissioner R. L. "Bud" O'Shieles, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton B. Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4
Mr. Larry Wagenbach, Asst. Dist. Attny.-Civil Div.
Mr. Ron Drachenberg, County Engineer
file

for a full-service mover for the William B. Travis Annex.

Neville Lancaster discussed the need to hire a professional full-service mover.

19. CONSIDER APPLICATION FROM FORT BEND L.I.D. #11 FOR EXCAVATION WORK ACROSS & ALONG MIDDLE BAYOU & RABBS BAYOU, PCT. 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone.

20. CONSIDER APPLICATION FROM VANSICKE-MICKELSON & KLEIN FOR ROAD WORK & CULVERT CROSSINGS ACROSS CRABB RIVER RD. & ALONG RANSOM RD., PCT. 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Vansickle-Mickelson & Klein for road work and culver crossings across Crabb River Rd. and along Ransom Rd., Pct. 1. (Recorded in minutes in full)

21. CONSIDER APPLICATION FROM OGG LAND SEISMIC FOR CHEVRON USA FOR TEMPORARY CABLE CROSSING SEVERAL ROADS & DITCHES, PCT. 1:

Moved by Commissioner Pustka, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from OGG Land Seismic for Chevron USA for temporary cable crossing several roads and ditches, Pct. 1. (Recorded in minutes in full)

22. CONSIDER ACCEPTING ENGINEERING STUDY ON WADDELL RD., PCT. 2:

96-88 Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept engineering study on Waddell Rd., Pct. 2 and authorize County Engineer to acquire right-of-way at no cost to the County. (Recorded in minutes in full)

23. CONSIDER ACCEPTING RENEWAL LETTER OF CREDIT FOR TIERRA GRANDE, SEC. 2, PCT. 2:

Postponed

24. CONSIDER APPLICATION FROM SUGAR LAND TELEPHONE TO LAY CABLE UNDER & ALONG BLAKE RD. & BOSS GASTON RD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application from Sugar Land Telephone to lay cable under & along Blake Rd. & Boss Gaston Rd., Pct. 3. (Recorded in minutes in full)

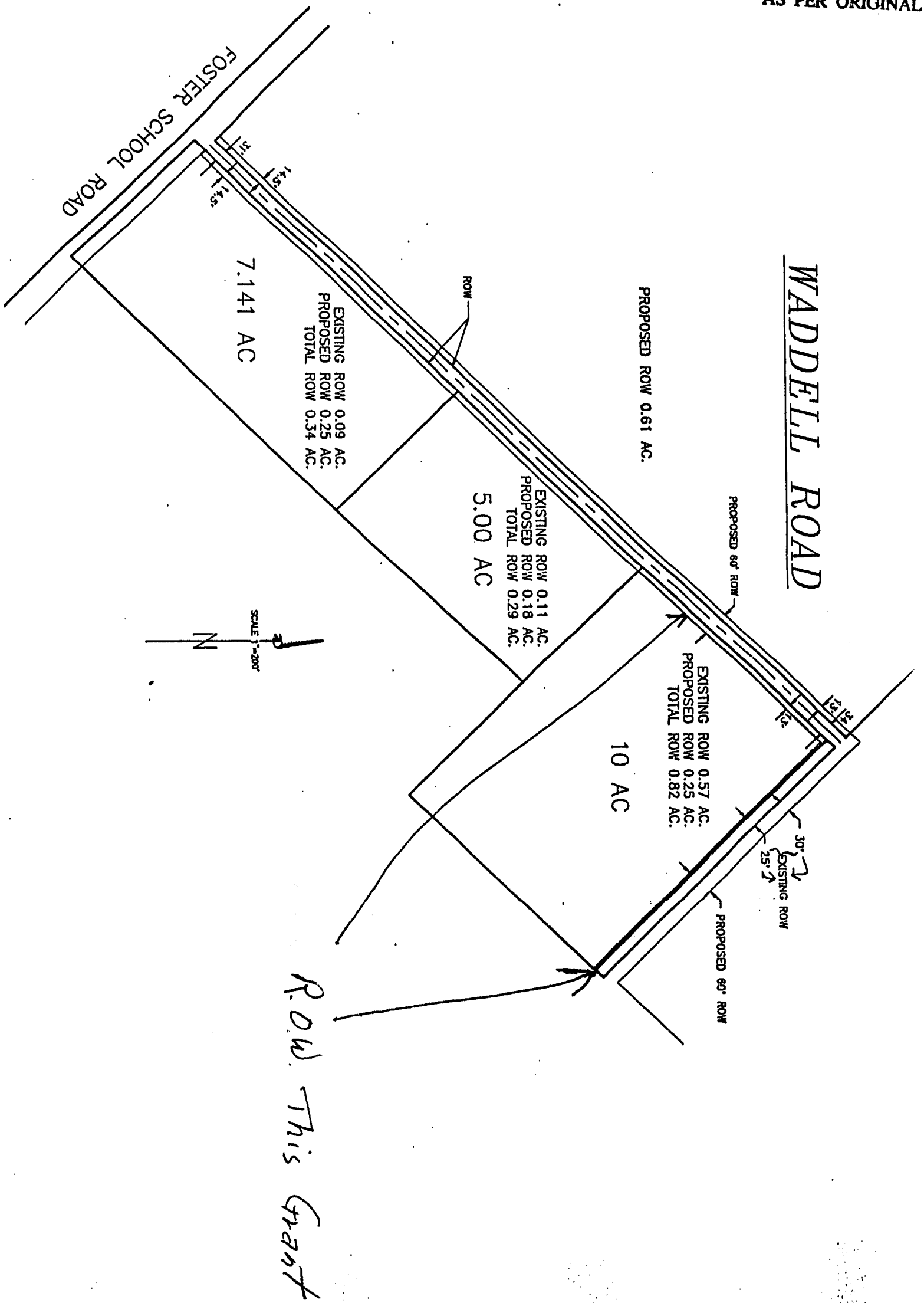
25. CONSIDER TAKING ACTION ON EXPIRING LETTER OF CREDIT #586 FOR BRYNMAWR LAKE, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to take action on expiring letter of credit #586 for Brynmawr Lake, Pct. 3. (Recorded in minutes in full)

26. CONSIDER RELEASING MAINTENANCE BOND FROM CAGLE CONSTRUCTION, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to release maintenance bond from Cagle Construction, Pct. 3. (Recorded in minutes in full)

AS PER ORIGINAL



8959923

2171 2384

AS PER ORIGINAL

RIGHT-OF-WAY

40 0640

THE STATE OF TEXAS)

COUNTY OF FORT BEND)

KNOW ALL MEN BY THESE PRESENTS:

THAT Vincent C. D'Amico

of the COUNTY OF HARRIS and STATE OF TEXAS, and in consideration of establishing and maintaining a Public Road or road ditch over and across the land hereinafter described, have Remised, Released and Quit-Claimed, and by these presents do Remise, Release and Quit-Claim, unto the said COUNTY OF FORT BEND the Right-of-Way over and across the following described land, situated in said COUNTY OF FORT BEND and STATE OF TEXAS, and described as follows, to-wit:

For connection, begin at the North corner of Grantor's 10 Acre Tract also being the North corner of Section 81 of the H. & T.C. Railroad Company Survey, Abstract 245, Fort Bend County, Texas, thence S 44 Degrees 53' 30" East following the East property line of Grantor's Tract 13.0 feet to a point;

Thence South 45 Degrees 01' 28" West, 25.2 feet to the Place of Beginning of the herein described Easement;

Thence South 44 Degrees 53' 30" East, 726.6 feet to a point in the Southeast property line of Grantor's Tract;

Thence South 44 Degrees 43' 40" West along Grantor's Southeast property line 5.0 feet;

Thence North 44 Degrees 53' 30" West, 713.6 feet to a point;

Thence South 44 Degrees 58' 48" West, 559.0 feet to a point in Grantor's West property line;

Thence North 44 Degrees 53' 30" West along Grantor's West property line 13.5 feet to a point;

Thence North 45 Degrees 01' 28" East, 564.0 feet to the Place of Beginning containing 0.25 acres.

TO HAVE AND TO HOLD the aforesaid Right-of-Way unto the said COUNTY OF FORT BEND to be used as a Public Road forever; provided, however, it is expressly agreed that the said Right-of-Way Grant shall automatically revert to Grantor whenever the same shall be abandoned or discontinued as a Public Road or road ditch; and provided further that, subject to said Right-of-Way use, in the meanwhile Grantor reserves and retains from the operation of this grant, all oil, gas, sulphur and other minerals in and under the said Right-of-Way Grant.

WITNESS my hand 30th this October, A.D.

19 89

Vincent C. D'Amico

AS DEED ORIGINAL

10 0641

THE STATE OF TEXAS)
COUNTY OF Harris) BEFORE ME

Loretta Guidry, in and for Harris County
County, Texas, on this day personally appeared Vincent C. D'Amico
known to me to be the person is whose name is
subscribed to the foregoing instrument, and acknowledged to me that
he has executed the same for the purposes and consideration therein
expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of October
1989, A.D. 19 89.

Loretta Guidry
Notary Public in and for State of Texas

THE STATE OF TEXAS)
COUNTY OF FORT BEND) BEFORE ME

DIANNE WILSON, in and for FORT BEND
County, Texas on this day personally appeared JODIE STAVINOHA,
COUNTY JUDGE, ~~wife of~~ REPRESENTING FORT BEND COUNTY,
known to me to be the person whose name is subscribed to the foregoing
instrument, and ~~having been examined by me privately and apart from her~~
~~husband, and having the same fully explained to her, she, the said~~
~~acknowledged such instrument to be~~
~~her act and deed, and she declared that she had willingly signed the same~~
~~for the purposes and consideration therein expressed, and that she did not~~
~~wish to retract it.~~

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of November
1989, A.D. 19 89.

(seal)

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS)
COUNTY OF _____) BEFORE ME

_____, in and for _____
County, Texas, on this day personally appeared _____
and _____, his wife, both
known to me to be the persons whose names are subscribed to the foregoing
instrument, and acknowledged to me that they each executed the same for
the purposes and consideration therein expressed, and the said _____
_____, wife of the said _____
acknowledged such instrument to be her act and
deed, and she declared that she had willingly signed the same for the
purposes and consideration herein expressed, and that she did not wish to
retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____
_____, A.D. 19 _____.

(seal)

FB is temporary
H2 Molo

2171 2386

FILED

40 0642

'89 NOV 28 P3:23

Dianna Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

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

NOV 30 1989

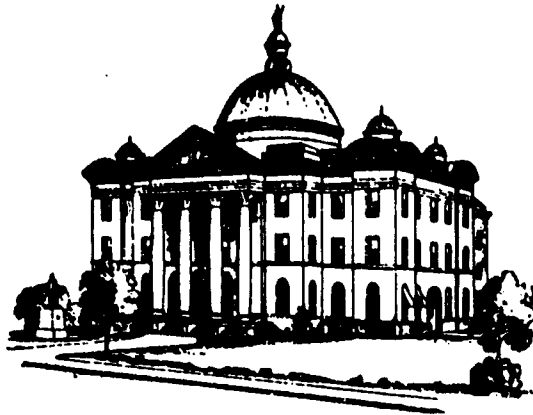


Dianna Wilson
County Clerk, Fort Bend Co., Tex.

40

0643

GARY A. TILTON
Fire Marshal /
Safety Director



P.O. BOX 205
RICHMOND, TEXAS 77469
(713) 342-7359

STATE OF TEXAS
COUNTY OF FORT BEND

November 27, 1989

Fort Bend County Judge Stavino
and Commissioner's Court
Fort Bend County, Texas

Dear Sirs:

There has been an error. When I came to court on November 13, 1989, in reference the rural fire run budget, there was a \$1,250.00 fire run sheets in transit between my office and the Auditor's Office. When I talked with the Auditor's Office, about zeroing out the account, this bill was overlooked. Also, the bill from Casco for the replacement hose was less than what they quoted by \$13.00, which leaves an error between the letter I wrote Wednesday, requesting \$49,735.00 by \$1,237.00. I talked with Robert Grayless Wednesday afternoon and we calculate that we now need \$50,972.00 to zero the account and pay the October fire runs.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Gary Tilton'.

Gary Tilton

GAT:det

FIRE RUN REPORT STATISTICS FOR JAN. THROUGH OCT. 1989

CALL	{Count}
COMM/BUILDING	5
CONTROL/BURN	21
EMS	724
FALSE/ALARM	145
FIRE, EXPLOSION	1
GRASS	152
HAZ/MAT	44
MISC	4
MISC A/C	1
MISC GIC	9
MISC ELEC	11
MISC COTTON	3
MISC RR/TIE	1
MISC LITEOUT	1
MISC LOCKOUT	1
MISC STANDBY	2
MISC PLAYGROUND	1
MOBILE/HOME	16
MVA	366
RESCUE	44
SMOKE/SCARE	65
STRUCTURE	118
TRASH	82
VEHICLE	105
Total	1922

FIRE RUN REPORT STATISTICS FOR JAN. THROUGH OCT. 1988

CALL	{Count}
COMM/BUILDING	5
CONTROL/BURN	21
EMS	821
FALSE/ALARM	120
GRASS	230
HAZ/MAT	37
MAJOR/ACCIDENT	61
MISC	54
MISC COTTON	5
MISC SEARCH	2
MOBILE/HOME	7
RESCUE	8
SMOKE/SCARE	64
STRUCTURE	137
TRASH	78
VEHICLE	110
WRECK	118
Total	1874

FIRE RUN REPORT STATISTICS FOR JAN. THROUGH OCT. 1987

CALL	{Count}
COMM/BUILDING	7
CONTROL/BURN	39
EMS	594
FALSE/ALARM	115
GRASS	148
HAZ/MAT	28
MAJOR/ACCIDENT	74
MISC	75
MOBILE/HOME	14
SMOKE/SCARE	49
STRUCTURE	104
TRASH	44
VEHICLE	110
WRECK	134
Total	1535

FIRE RUN REPORT STATISTICS FOR 1988

CALL	{Count}
COMM/BUILDING	5
CONTROL/BURN	30
EMS	953
FALSE/ALARM	162
GRASS	255
HAZ/MAT	45
MAJOR/ACCIDENT	61
MISC	54
MISC ELEC	3
MISC FENCE	1
MISC COTTON	5
MISC SEARCH	2
MISC LOSTKID	1
MOBILE/HOME	9
MVA	68
RESCUE	11
SMOKE/SCARE	89
STRUCTURE	159
TRASH	94
VEHICLE	120
WRECK	116
Total	2243

FIRE RUN REPORT STATISTICS FOR 1987

CALL	{Count}
COMM/BUILDING	8
CONTROL/BURN	45
EMS	750
FALSE/ALARM	143
GRASS	166
HAZ/MAT	39
MAJOR/ACCIDENT	102
MISC	82
MOBILE/HOME	19
SMOKE/SCARE	68
STRUCTURE	125
TRASH	53
VEHICLE	127
WRECK	170
Total	1897

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to adjust salary of Justice of the Peace #2, Place 1 and Justice of the Peace Precinct #1 from \$33,600 to \$35,200.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to deny changes for elected officials in travel allowances. To remain at 1989 rates with the exception of Constable Precinct #1 from \$0 to \$400.00 per month.

22. ACCEPT OR REJECT THE FOLLOWING BIDS: (1) GASOLINES (#90-011); AND (2) DIESEL FUEL (#90-012):

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to SOUTH COAST FUEL for gasoline at +.0198 per gal. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to SOUTH COAST FUEL for diesel at +.0275 per gal. (Recorded in minutes in full)

23. CONSIDER REJECTING BIDS & AUTHORIZE READVERTISING FOR BIDS FOR PHOTOGRAPHIC SUPPLIES FOR SHERIFF'S DEPT. (#90-004):

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to reject all bids and re-advertise for photographic supplies for Sheriff's Dept.

RECESS:

Commissioners Court recessed at 11:15 a.m.

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

24. 1:30 P.M.-OPEN AND CONSIDER PROPOSALS FOR CONSULTING FIRM TO CONDUCT A STUDY OF DATA PROCESSING DEPT. (#RFP-89-084):

The following proposals were presented to Commissioners Court for review.

- A) ARTHUR ANDERSON & CO.
- B) TRACE CONSULTANTS
- C) COOPERS & LYBRAND
- D) CRINER-DANIELS & ASSOC.
- E) DELOITTE HASKINS & SELLS
- F) ERNST & YOUNG
- G) IBM (no bid)
- H) RICHARD PITRE

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 Robert Grayless, Auditor.

26. ADJOURNMENT:

Commissioners Court adjourned at 1:37 p.m. Monday, November 27, 1989.

0650

ANNUAL CONTRACT FOR THE PURCHASE OF GASOLINES FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT
BID #90-011

40

PRICE BID (+ OR -) OPIS PAD 3
AVERAGE FOR HOUSTON, TEXAS

COMPANY	REGULAR	REGULAR	PREMIUM	\$1,000.00 CASHIER'S CHECK SUBMITTED	YES REGISTRY SUBMITTED
	LEADED	UNLEADED	UNLEADED		
✓ SOUTH COAST FUEL, INC. P.O. BOX 14514 HOUSTON, TX 77221-4514	+\$0.0198	+\$0.0198	+\$0.0198	YES	YES
SUGAR LAND BULK OIL P.O. BOX 133 SUGAR LAND, TX 77487	+\$0.0385	+\$0.0385	+\$0.0385	YES	YES
MIKE KROLCZYK, INC. P.O. BOX 63 ROSENBERG, TX 77471	+\$0.25	+\$0.06	+\$0.06	YES	YES

0651

ANNUAL CONTRACT FOR THE PURCHASE OF DIESEL FUEL FOR FORT BEND COUNTY AND FORT BEND COUNTY DRAINAGE DISTRICT
BID #90-012

22/2

40

PRICE BID (+ OR -) OPIS PAD 3
AVERAGE FOR HOUSTON, TEXAS

COMPANY

#2 DIESEL

\$1,000.00 CASHIER'S
CHECK SUBMITTED IRS REGISTRY
SUBMITTED✓
SOUTH COAST FUEL, INC.
P.O. BOX 14514
HOUSTON, TX 77221-4514

+\$0.0275

YES

YES

SUGAR LAND BULK OIL
P.O. BOX 133
SUGAR LAND, TX 77487

+\$0.033

YES

YES

MIKE KROLCZYK, INC.
P.O. BOX 63
ROSENBERG, TX 77471

+\$0.06

YES

YES

BOSSIE OIL CO.
P.O. BOX 238
RICHMOND, TX 77469

+\$0.7196

YES

YES

INVITATION FOR BIDS
ANNUAL CONTRACT FOR THE PURCHASE OF PHOTOGRAPHIC SUPPLIES FOR THE FORT BEND
COUNTY SHERIFF'S DEPARTMENT
CONTRACT EXPIRES: 31 DEC 1990
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 06 - 89	90-004	10 - 23 - 89	1	4

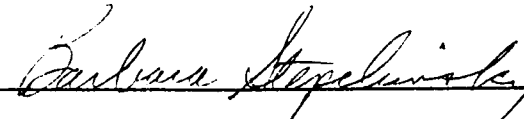
Sealed bids subject to the Terms and Conditions of this Invitation For Bids for the purchase of photographic supplies, as described on the attached specifications, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, 507 Jackson St., Richmond, Texas 77469 until 1:30 P.M., MONDAY, NOVEMBER 06, 1989 at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject any or all bids. Do not add sales tax in bid price, Fort Bend County is tax exempt. Submit bid on this form in its entirety. Insure that all pages of bid form are signed or initialed. Bids not submitted on this form will be disqualified. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, DO NOT TELEPHONE THE PURCHASING DEPARTMENT. Attach nothing to this bid, unsolicited brochures will be discarded.

Jobar, Inc. / dba Jobar's Camera Center		
LEGAL NAME OF CONTRACTING COMPANY		
Barbara Stepchinsky	President	(713) 668-5773
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
4909 Bissonnet	Bellaire, TX	77401-4030
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
same		
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE PHOTOGRAPHIC SUPPLIES 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 AND THAT I WILL NOT BE PERMITTED TO ATTEMPT ENFORCEMENT OF ANY OTHER CONTRACT OR CONTRACT PROVISIONS.

SIGN HERE:

		11/3/89
		DATE
Barbara Stepchinsky	President	(713) 668-5773
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED:		
	COUNTY JUDGE, FORT BEND COUNTY, TEXAS	DATE

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 06 - 89	90-004	10 - 23 - 89	2	4

A. SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for the purchase of PHOTOGRAPHIC SUPPLIES for the Sheriff's Department as specified herein.

B. PERIOD OF CONTRACT:

This contract is for the period 1 JANUARY 1990 thru 31 DECEMBER 1990. Contract may be cancelled by either party with thirty (30) days written notification.

C. DELIVERY:

NOTE: Charge for Delivery \$5.00/delivery

Inside delivery to the Fort Bend County Sheriff's Department, 1410 Ransom Rd., Richmond, Texas within three (3) working days is required unless otherwise specified at time of order. No product substitutions without prior arrangement.

D. ESCALATION CLAUSE:

Successful bidder may apply for a price increase/decrease to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier, written documentation of the increase must be provided. NO application for a price increase may be submitted within the first six (6) months of this contract. Increases of more than 25% of the bid price will not be considered.

E. MISCELLANEOUS:

1. One vendor ONLY will be selected to provide all items.
2. Bidders must have the capability of providing technical support to include the ability to test chemistry and provide control strips.
3. All products must be stocked locally and designated for U.S. distribution by authorized dealer.

F. SPECIFICATIONS:

1. COLOR NEGATIVE FILM: AGFA/PROCESS C-41, XRC-MINI (12 + 3).

Price per roll:	\$ 2.46	Kodak 100ASA
Number of rolls per case:	300 rolls	GA-135-12 Cat# 141-4465
Estimated annual usage:	10 cases.	

2. COLOR NEGATIVE FILM: AGFA/PROCESS C-41, XRC-MAXI (24 + 3).

Price per roll:	\$ 3.36	Kodak 100ASA
Number of rolls per case:	300 rolls	GA-135-24 Cat# 181-9465
Estimated annual usage:	10 cases.	

INITIALS OF BIDDER (IN INK):

[Handwritten Signature]

DATE:

11/3/89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 06 - 89	90-004	10 - 23 - 89	3	4

3. BLACK AND WHITE FILM: ILFORD/PROCESS C-41, XP1-400-20 exp.

Price per roll: \$ 3.23 Ilford #574902
 Number of rolls per case: 100 rolls
 Estimated annual usage: 5 cases.

4. COLOR NEGATIVE FILM: AGFA/PROCESS C-41, XRS 120/100iso. Kodak 100ASA

Price per roll: \$ 3.03 GA 120
 Number of rolls per case: 300 Cat # 816-4048
 Estimated annual usage: 4 cases.

5. COLOR NEGATIVE FILM: ILFORD/PROCESS C-41, XP1 400-20 exp. NOTE; XP1 is B/W C41 is color

Price per roll: \$ 4.28 Kodak Color Negative film
 Number of rolls per case: 300 rolls Kodak 400 ASA GC-135-24
 Estimated annual usage: 2 cases. Cat # 166-9357

6. COLOR PRINT PAPER: AGFA 8 x 10 sheets, 100 sheets per box, RA/4 compatible.

Price per one hundred sheets: \$ 34.63 Kodak Ektacolor Supra RA
 Number of sheets per case: 1000 8X10 100 Sheet/bx "F"
 Estimated annual usage: 20 cases. Medium Contrast 10bx/cs
 Cat # 812-6948

7. COLOR PRINT PAPER: AGFA 11 x 14 sheets, 50 sheets per box, RA/4 compatible.

Price per fifty sheets: \$ 33.91 Kodak Ektacolor Supra RA
 Number of sheets per case: 500 Paper "F" 11X14 50sh/box
 Estimated annual usage: 20 cases. 10bx/cs

8. POLORIOD TYPE-52 FILM: Black & white copy film.

Price per case: \$ 357.22 Polaroid Cat # 603296
 Qty. per case: 10 boxes
 Estimated annual usage: 3 cases.

9. POLORIOD TYPE-669 FILM: 2 x 2, 4 per sheet color film. (description is how camera takes photos)

Price per case: \$ 472.23 3 1/2 X 4 1/2 pack film 8 sheets/pack
 Qty. per case: 25 twin packs Total 50 packs/cs = 400 sheets
 Estimated annual usage: 12 cases. Polaroid Cat # 604779

10. POLORIOD TYPE-600 FILM: Color film, double packs.

Price per case: \$ 597.79 Polaroid Cat # 604448
 Qty. per case: 30 twin packs 10 sheets/pack - 60 packs/cs
 Estimated annual usage: 5 cases. Total 600 sheets film

INITIALS OF BIDDER (IN INK): AT / Jolan DATE: 11/3/89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 06 - 89	90-004	10 - 23 - 89	4	4

11. POLORIOD TIME ZERO FILM: Color film, double packs. Polaroid Cat # 603922

Price per case: \$ 597.79 . 10 sheets/pack
Qty. per case: 30 twin packs 60 packs/cs=600 sheets film
Estimated annual usage 1 case.

12. NEGATIVE PRINT FILES: For 35mm negatives. #35-7B. 100 sheets/box.

Price per one hundred sheets: \$ 21.95 .
Number of sheets per case: 1000 . 10 boxes/case
Estimated annual usage: 10 boxes.

13. CANNED COMPRESSED AIR: 12 cans/case.

Price per can: \$ 3.29 .---12 oz refill Cat # VR204
Estimated annual usage: 7 cases. Vari Air

14. COLOR NEGATIVE CHEMISTRY: AGFA/PROCESS 70/C-41 CDR DEV. 2 x 12.5 gallons/case.

Price per 12.5 gallons: \$ 53.55 . Kodak Flexicolor Developer
Estimated annual usage: 4 cases. Replenisher Cat# 153-2753
25 gal 2 ea 12.5 Gal

15. UNIVERSAL FIXER: AGFA/PROCESS 70/C-41, Black and White, E6, UFX 5 gallon concentrate cube. C41--Flexicolor Fixer Replenisher

Price per 5 Gallon Cube: \$ Kodak 169-3837 5 GAL 7.46 each
Estimated annual usage: 4 cubes. B/W Rapid Fixer--146-4114 5GAL
14.14 Each

16. BLEACH CONCENTRATE: AGFA/PROCESS 70/C-41, AGFA BLC 5 gallon concentrate cube.

Price per 5 Gallon Cube: \$ 81.09 . Kodak Flexicolor Bleach Replenish
Estimated annual usage: 6 cubes. er Cat # 106-3130

17. STABILIZER: AGFA/PROCESS 70/C-41, AGFA SDR, 25 gallon mix.

Price per 25 Gallon Mix: \$ 15.00 . Kodak Flexicolor Stabilizer
Estimated annual usage: 1 25 gallon mix. Replenisher
174-9902 12.5 Gal

18. COLOR PAPER DEVELOPER: AGFA/PROCESS 95/R4, CDR-RT, 4 X 10 liter/box.

Price per 10 liter: \$ 18.23 . Kodak Ektacolor RA Developer
Estimated annual usage: 30 boxes. Replenisher RT
Cat # 841-5580 10 liters

19. COLOR PAPER BLEACH FIX: AGFA/PROCESS 95/R4, BXR PART A AND PART B, 2 x 10 liter/box.

Price per 10 liter: \$ 18.33 . Kodak Ektacolor RA Bleach Fix
Estimated annual usage: 60 boxes. and Replenisher
cat # 830-9031

INITIALS OF BIDDER (IN INK):

Jobar

DATE: 11/13/89

Literature attached

RFP DATA PROCESSING STUDY.
RFP #89-084.VENDORS NOTIFIED BY MAILCOMPANYRFP SUBMITTED

ADVANCED COMPUTER

ARTHUR ANDERSON & CO. ✓

BARBOUR COMPUTER SERVICES

BUDGETING TECHNOLOGY, INC.

~~CLYDE JACKS~~ TRACE CONSULTANTS ✓

COOPERS & LYBRAND ✓

CRINER-DANIELS & ASSOC. ✓

DELOITTE HASKINS & SELLS ✓

EDS CORP.

ERNST & WHINNEY YOUNG ✓

FRITZ WILHOIT & ASSOC.

IBM ✓

MARK MITCHELL

ORACLE CORP.

RICHARD PITRE ✓

✓	
✓	
✓	
✓	
✓	
✓	
No Bid	
✓	

adjourned 1:37 PM
11-27-89

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.

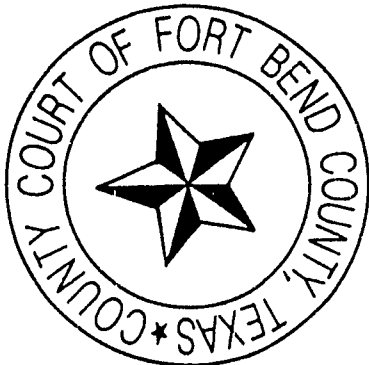
COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 2, 1990.

STARTING WITH
FILM CODE NO. 90vol.40pg.0596

ENDING WITH
FILM CODE NO. 90vol.40pg.0656

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 2
DAY OF JANUARY, 1990.
STARTING WITH VOLUME NUMER 70 PAGE NUMBER 0659.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

ACENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, DECEMBER 4, 1989
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of November 27, 1989.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
- (4.) Approve out-of-town travel requests for County personnel.
5. Approve service/maintenance agreements for County equipment.
6. Mr. Earle S. Alexander, Pierce Goodwin Alexander & Linville, re: presentation of Facilities Needs Study of Sheriff's Dept. & Juvenile Probation Dept.
7. Consider approving resolution approving final purchase prices for land required for the flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; and authorizing Fort Bend Flood Control Water Supply Corp. to take all necessary action to acquire such land, including condemnation proceedings.
8. Approve November bills for Fort Bend Flood Control Water Supply Corp.
9. Mr. Chuck Hull & Mr. Roman Bohachevsky, re: presentation of the results of the Library Fun Run.
10. Consider setting public hearing for the closing of Canal Rd., Skinner Lane & Farmer Rd. crossing the Grand Parkway right-of-way.
11. Consider reappointment of commissioners to the Fort Bend Rural Fire Prevention District No. 1 (Fulshear-Simonton area).
12. Constable Hal Werlein, Pct. 4, re: (1) request approval of Daryl L. Stroud & ~~Todd M. Vandell~~ as reserve deputies to include bond & oath; (2) accept equipment donated by City of Fulshear.
- (13.) Consider approval of interlocal agreements with Victoria & Jackson Counties for the housing of juveniles.
14. Consider approving renewal agreement for watchman at Pct. 3 maintenance facility.
15. Enter into the minutes the agreement between Fort Bend County Clerk and City of Houston for joint November 7 election.
16. Consider accepting or rejecting bids for the following: (1) Milk for Jail & Juvenile Detention (#90-001); (2) Bread for Jail & Juvenile Detention (#90-002); (3) Food for Jail & Juvenile Detention (#90-003); (4) Uniforms, leather & hats for Sheriff's Dept. (#90-005); (5) Road materials - earthen (#90-009); (6) Road materials - chemical (#90-010).
17. Consider accepting street in Austin Park, Sec. 2, Pct. 4 into the County road maintenance system and release bond.
18. Consider accepting fee officers' monthly reports.
19. Consider approving amendment to contract with Texas Dept. of Human Services regarding foster care.
20. Consider purchasing used vehicles from D.P.S. for Pct. 2.
21. Consider releasing performance bonds to R. H. Dugan Enterprises for completion of driveway tie-ins on Williams Trace Blvd., and to Willow Fork Associates Ltd. for completion of irrigation system along & under Fry Rd., Pct. 3.
22. Consider approving application from The Ruskin Corp. to construct a driveway approach on Settlers Way Blvd., Pct. 3.
23. Consider approving services from Source Environmental for air quality addendum and expert testimony for landfill hearing.

24. Meet in Closed Session to discuss land matters (Bois D'Arc Rd. bridge project), and personnel matters (liability insurance), as authorized by Art. 6252-17, Sec. 2(f,g), V.T.C.S., and consider taking action.
25. Approve bills.
26. 2:00 p.m. - Hold public hearing on proposed 1990 budget and consider action.
27. ADDENDUM
28. Adjournment.

FILED FOR RECORD

TIME 2:45 ^{A.M.}~~P.M.~~

NOV 30 1989

Diana Wilson
County Clerk Fort Bend Co., Tex

Jodie E. Stavinocha
Jodie E. Stavinocha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, November 30, 1989 at 2:55 p.m. by Diana Wilson.

ADDENDUM TO AGENDA
OF MONDAY, DECEMBER 4, 1989

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court agenda of Monday, December 4th:

CONSIDER APPROVING ADOPT-A-HIGHWAY AGREEMENT WITH DULLES HIGH SCHOOL
NATIONAL HONOR SOCIETY.

FILED FOR RECORD

TIME 8:55 A.M.
P.M.

DEC 1 1989

Dorcas Wilson
County Clerk Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Addendum to agenda posted at Courthouse and Jane Long Annex, Richmond, Texas on
Friday, December 1, 1989 at 1:00 P.M. by Norma Landrey.

NOTICE OF PUBLIC HEARING

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
TUESDAY, DECEMBER 5, 1989
2:00 O'CLOCK P.M.

1. Hold public hearing on proposed increase in tax rate.
2. Set date, time and place for meeting to vote on tax rate.
3. Adjournment.

FILED FOR RECORD

TIME 2:45 P.M.

NOV 30 1989

Dinae Wilson
County Clerk Fort Bend Co., Tex

Jodie E. Stavino
Jodie E. Stavino, County Judge

Notice posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday,
November 30, 1989 at 2:55 p.m. by Darna Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 4TH day of DECEMBER, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF NOVEMBER 27, 1989:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of November 27, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve line item transfers in budgets for PURCHASING, CONSTABLE PRECINCT #3, COUNTY COURT AT LAW #2, SHERIFF and JUSTICE OF THE PEACE #2. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve line item transfer in budget for DISTRICT CLERK. (Recorded in minutes in full)

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

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out of town travel requests for COUNTY CLERK, SHERIFF, EMERGENCY MANAGEMENT and TREASURER. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS ON COUNTY EQUIPMENT:

None

6. MR. EARLE S. ALEXANDER, PIERCE GOODWIN ALEXANDER & LINVILLE, RE: PRESENTATION OF FACILITIES NEEDS STUDY OF SHERIFF'S DEPT. & JUVENILE PROBATION DEPT.:

Earle Alexander with Pierce Goodwin Alexander & Linville presented study of Sheriff's department and Juvenile Probation department.

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 4th day of December, 1989, at a regular
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT PURCHASING	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
0201 TEMPORARY HELP (Line Item)	\$ 1,465.00	\$ 1,160.00	(\$305.00)
0700 TRANSPORTATION	\$ 4,800.00	\$ 4,410.00	(\$390.00)
0200 SALARIES	\$128,522.00	\$128,081.00	(\$441.00)
		TOTAL DECREASES	(\$1136.00)
1010 PROPERTY&EQUIPMENT	\$ 3,580.00	\$ 4,316.00	\$736.00
1062 OFFICE SUPPLIES	\$ 4,949.03	\$ 5,159.03	\$400.00
		TOTAL INCREASES	\$1136.00

DATE: 11-28-89

DEPARTMENT HEAD: John J. Howard

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>0025 0700</u>	<u>14,400.00</u>	<u>14,415.30</u>	<u>15.30</u>
<u>0025 7006</u>	<u>1,500.00</u>	<u>1,484.70</u>	<u>(15.30)</u>
<u>0025 0701</u>	<u>700.00</u>	<u>1200.00</u>	<u>500.00</u>
<u>0025 0201</u>	<u>4,000.00</u>	<u>3500.00</u>	<u>(500.00)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 11-21-89

DEPARTMENT HEAD: _____

ROB COOK
CONSTABLE PCT. 3
F.T. BEND CO., TEX.

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

40

0666

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
CCL#2 - 0055 (Line Item)	_____	_____	_____
1010 Property & Equip.	5400	2400	(3000)
0701 Conferences	1000	400	(600)
4010 Fees & Services	65,000	68,600	3600 Increase
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: November 30, 1989

DEPARTMENT HEAD: Walter G. McLean

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a
Session of the Commissioner's Court, the following members being
present

Jodie Stavinocha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

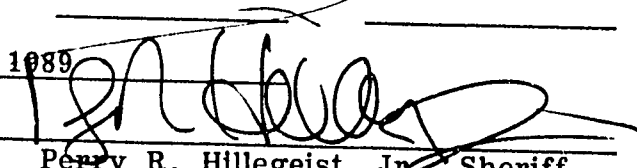
NAYES: _____

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

SHERIFF DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
10 00 0027 1020 Repairs/Equipment	7,000.00	6,000.00	(1,000.00)
10 00 0027 1060 Office Supplies	45,000.00	44,000.00	(1,000.00)
10 00 0027 2070 Repairs/Bldg.	20,000.00	19,000.00	(1,000.00)
10 00 0027 4011 Uniforms	52,181.00	51,181.00	(1,000.00)
10 00 0027 7020 Repairs/Radios	20,000.00	19,000.00	(1,000.00)
10 00 0027 7005 Gas/Oil	150,000.00	156,000.00	6,000.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 1 December 1989

DEPARTMENT HEAD:


Perry R. Hillegeist, Jr., Sheriff

THE COUNTY OF FORT BEND

BY:

Jodie Stavinocha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
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 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

SHERIFF DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
10 00 0027 1062 Office Supplies	45,000.00	41,000.00	(4,000.00)
10 00 0027 2070 Repairs/Bldg.	20,000.00	16,000.00	(4,000.00)
10 00 0027 4010 Fees & Services	33,807.00	29,807.00	(4,000.00)
10 00 0027 4013 Officer Training Sup.	8,000.00	6,000.00	(2,000.00)
10 00 0027 4014 Education Expense	15,000. 00	12,000.00	(3,000.00)
10 00 0027 7020 Repairs/Radios	20,000.00	16,915.00	(3,085.00)
10 00 0027 2000 Utilities	185,000.00	205,000.00	20,000.00
10 00 0027 7006 Tires/Tubes	20,954.00	21,039.00	85.00
_____	_____	_____	_____
_____	_____	_____	_____

DATE: November 27, 1989

DEPARTMENT HEAD:

[Signature]
Perry R. Hillegeist, Jr., Sheriff

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

AS PER ORIGINAL

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

NOW, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1000-0028-1050 ^{empt} (Line Item)	2,000 ⁰⁰	1,000 ⁰⁰	(1,000 ⁰⁰)
1000-0028-0701	1,200 ⁰⁰	- 0 -	(1,200 ⁰⁰)
1000-0028-2000	6,700 ⁰⁰	6,900 ⁰⁰	(400 ⁰⁰)
1000-0028-3020	4,021 ⁰⁰	3,021 ⁰⁰	(1,000 ⁰⁰)
1000-0028 9001 ^{top up 1.05}	4,800 ⁰⁰	4,000 ⁰⁰	(800 ⁰⁰)
1000 0028 9019 ^{1.154} _{total}	101,400 ⁰⁰	106,000 ⁰⁰	4,400 ⁰⁰
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 11-27-89

DEPARTMENT HEAD:  11-27-89

THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinocha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

NOV 2 1989
IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha	-	County Judge
R.L. "Bud" O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE (DECREASE)
	FROM	TO	
Line Item			
1000-0052-2000	7,600.00	6,730.00	(\$870.00)
1000-0052-1062	3,900.00	5,000.00	300.00 800.00
1000-0052-0701	700.00	770.00	70.00
1000-0052-3020	7,650.00	7,350.00	(300.00)

DATE: November 14, 1989

DEPARTMENT HEAD: R. George Molina

THE COUNTY OF FORT BEND

BY:

Jodie Stavinocha, County Judge

Ben Denham, Commissioner Pct. #2

R.L. "Bud" O'Shieles, Commissioner
Precinct #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 4 day of DECEMBER, 1989, at a
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
#1062	41,450	39,650	(1,800.00)
#1010	16,990	18,790	1,800.00

DATE: 11/28/89

DEPARTMENT HEAD: GLORY KETELERS

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

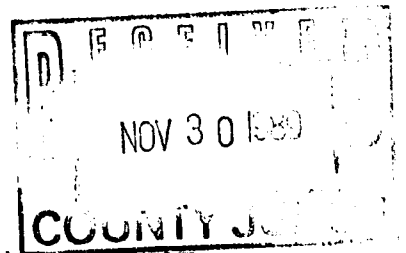
R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 0672



TO: COMMISSIONERS COURT

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

Kathy Hynson

DATE OF DEPARTURE: December 6, 1989

DATE OF RETURN: December 7, ~~1989~~ 1989

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Texas Association of Counties Meeting

MODE OF TRANSPORTATION: Airline

DEPARTMENT HEAD APPROVAL: Kathy Hynson, County Treasurer
Name & Department

DATE: 11/30/89

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advice

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

JANE MAINES

Period: Date of Departure 12-4-89
Date of Return 12-5-89

Purpose of Trip: ANNUAL VITAL STATISTICS
CONFERENCE

Places to be Visited: AUSTIN

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

1128-89 Date
Dianne Wilson Name
County Clerk Title

Approved: Commissioners' Court
J. Starvinha County Judge
12/4/89 Date

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40

0674

TO: COMMISSIONERS COURT

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

Ron Bolyard

DATE OF DEPARTURE: December 9, 1989

DATE OF RETURN: December 17, 1989

DESTINATION: Emmitsburg, Maryland - Emergency Management Institute

PURPOSE OF TRIP: Attend Class for Emergency Management

MODE OF TRANSPORTATION: Commercial Airlines

DEPARTMENT HEAD APPROVAL: Mel Speed, Emergency Management
Name & Department

DATE: 11-27-89

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

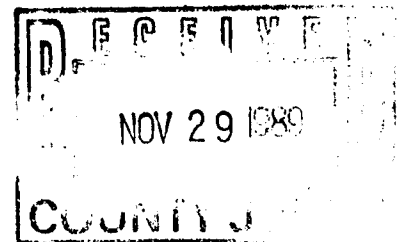
CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

COUNTY OF FORT BEND

Travel Authorization



TO: COMMISSIONERS' COURT

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

T. Marshall Whichard

Period: Date of Departure 12/12/89
Date of Return 12/13/89

Purpose of Trip: Attend Law Enforcement Academy Association Meeting

Places to be Visited: Austin, Texas

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

County Vehicle

Name

11/29/89

Date

Sheriff

Title

Approved: Commissioners' Court

County Judge

Date

FOR IMMEDIATE RELEASE

December 4, 1989

STUDY FOR FORT BEND COUNTY SHERIFF'S DEPARTMENT, JAIL, AND JUVENILE PROBATION DEPARTMENT NEEDS PRESENTED TO COMMISSIONERS COURT

In August, Pierce Goodwin Alexander & Linville, Architects and Engineers, was commissioned by Fort Bend County Commissioners Court to prepare a study of the space needs of the Sheriff's Department, the Jail and the Juvenile Probation Department through the next 15 years --- to the year 2005.

That results of the study were presented to Commissioners Court in today's regular meeting. This summarizes that presentation.

Evaluation of Existing Facilities**Sheriff's Department and Jail**

The Sheriff's Department's existing administrative space and the Jail have been well maintained, are in good condition and well located. However, the Jail is inadequate for current as well as future needs. The existing Jail was designed to hold a maximum of 232 inmates. In order to maintain proper inmate classification (i.e., grouping inmates according to sex, age, offense, behavioral profile, etc.) a Jail should house, except for very brief periods, only 80 percent of its design capacity. Over the past year, the Fort Bend County Jail inmate population has not only exceeded the 80 percent level, it has substantially exceeded design capacity. July figures indicate that the daily average number of inmates housed in the Jail was 305 and that a peak of 328 inmates was reached in the same period.

These numbers include an average of 70 inmates awaiting transfer to a Texas Department of Corrections facility when space becomes available. Therefore, the Fort Bend County Jail overcrowding is not being caused solely because of TDC's inability to solve its own overcrowding problems. Similarly, even though TDC will bring new prisons on-line over the next 3 or 4 years, this will not relieve the Fort Bend County overcrowding problem. During that same period, the County is projected to experience substantial

growth which will increase its own jail needs far in excess of any reductions in Jail population TDC's acceptance of inmates makes possible.

Juvenile Probation Department

The Juvenile Probation Department's facilities are extremely inadequate and ill-suited for the department's needs. In addition, they are in poor condition and deteriorating rapidly. These facilities create conditions that are not in accordance with Texas Juvenile Probation Commission Standards regarding currently accepted practice in the housing and rehabilitation of juvenile offenders.

Population Growth's Effect on Space Needs

Growth Projections

Since 1980, Fort Bend County's population has increased over 50 percent --- from 130,846 in 1980 to 206,120 in 1990. The Houston Galveston Area Council projections show that in the year 2005 the County's population will increase another 50 percent --- from 206,120 to 313,742. Even though HGAC's projections are considered by many to be very conservative, we have used these numbers as the basis of our study. To compensate for the conservatism of those projections, we are recommending a phasing of the construction program which pulls the time-line closer to the present and provides for mid-course adjustments if they become necessary.

Based on these general population projections, it is estimated that there will be 32,551 juveniles, in the age group served by the Juvenile Probation Department, living in the County in the year 2005. That is an 854 increase over the 1985 figure which is the earliest year for which information is available.

Sheriff's Department and Jail Needs

County Jail

Based on the County's historical ratio of inmate population in the Jail per 10,000 general population (adjusted to remove the TDC destined inmates), by the year 2005 the Jail will need to house 960 inmates, on an average daily

basis, with space for 1200 inmates during peak periods. Therefore, the new jail should be designed with a capacity for no fewer than 1200 inmates. This will allow inmates to be properly grouped according to classifications during normal periods.

The following is a break-down of the inmate housing master planned for the new jail in the year 2005:

Description	Capacity
o 6 - maximum security, podular design, 2 story, single cell buildings housing 96 inmates each.	576
o 2 - minimum/medium security, podular design, 2 story buildings with 4 - 24 inmate dormitories on each level = 192 inmates/bldg.	384
o 10 - Pre-booking holding cells in intake area (not included in total).	
o 30 - Post-booking holding cells.	30
o 60 - Infirmary beds in a mix of single cells and wards.	60
o Use existing beds for misdemeanor/trusty housing	<u>232</u>
Total Master Planned Size for Year 2005	1282

Sheriff's Department and Jail Support Facilities

Additional service and support facilities for the Jail and additional operations and administration areas for the Sheriff's Department will be required when the larger Jail is constructed. These new areas total approximately 26,000 sq. ft.. Existing areas, totaling approximately 17,500 sq. ft., are well located and maintained and will be reused in the expanded Jail.

The existing Gus George Police Academy, which is currently located in a metal building, is in good condition and can remain "as is" for the immediate future. When expansion of the Academy becomes necessary, the Adult Probation facility, which is located in a metal building next door to the Academy, can be moved to another location and the Academy can utilize the

vacated space. Eventually, the Academy should be moved to the 2 acre site dedicated to its use that is contiguous to the Sheriff's Department's property. At that time, a permanent building containing approximately 18,500 sq. ft. should be built to house this facility.

Juvenile Probation Department

Based on the population projections outlined above, the Juvenile Probation Department will need to provide housing, on an average daily basis, for 36 juveniles with spaces for 50 juveniles at peak periods. Because the inadequacies and deteriorated condition of the Department's existing facilities, we recommend that the County build a new facility to meet current as well as future needs of the Juvenile Probation Department.

Preliminary design studies indicate that this new 34,889 sq. ft. facility will require a minimum of 6 acres of land. This assumes a one story design which provides the most efficient arrangement for departmental staffing and detainee handling.

However, because a 6 acre site would only satisfy the Juvenile Probation Department's needs through the year 2005 and further growth in the County must be anticipated beyond that date, we recommend that the county obtain a site containing a minimum of 10 acres. This will provide space in the future for a facility with approximately twice the capacity of forecasted year 2005 needs.

Implementation Recommendation

We recommend that the County use a phased approach to implement this program. This will provide several benefits.

- o Phasing directly relates the Sheriff's Department, Jail and Juvenile Probation Department needs to Fort Bend County population growth.
- o Phasing allows the program to be adjusted, if necessary, if the County's growth trends change.
- o Phasing allows the cost of the program to be spread over the entire program which reduces the impact to current tax-payers.

Phase 1

We recommend that Phase 1 include the following:

- o Acquire adjacent property to the east of the existing facility.
- o Construct only six of the two-story podular jail units which, together with the reuse of the existing housing, will provide spaces for a total of 802 inmates including the 232 existing spaces.
- o Construct all of the Sheriff's Department administrative space and the Jail's service and support facilities but "finish-out" only 2/3 of that space.
- o Acquire a new 10 acre site for the Juvenile Probation Department
- o Construct the entire new facility for the Juvenile Probation Department but "finish-out" only 38 housing beds and most of the support facilities.

The estimated cost of construction for the Phase 1 program is \$25,300,000. The cost of land acquisition, fees, furniture and furnishings and other project related costs will add \$6,325,000 to the construction cost for a total cost of Phase 1 of \$31,625,000.

Phase 1 - Alternate

An alternative to Phase 1 would include the following:

- o Acquire adjacent property to the east of the existing facility.
- o Construct only five of the two-story podular jail units which, together with the reuse of the existing housing, will provide spaces for a total of 706 inmates including the 232 existing spaces.
- o Do not construct all of Sheriff's Department administrative space and the service and support facilities for the Jail -- construct and "finish-out" only 2/3 of this space.

- o Acquire a new 10 acre site for the Juvenile Probation Department
- o Construct only that portion of the Juvenile Probation Department's new facility needed to house and support 25 detainees in lieu of 50 required in the year 2005.

The estimated cost of construction for the Phase 1 - Alternate program is \$20,200,000. The cost of land acquisition, fees, furniture and furnishings and other project related costs will add \$4,974,000 to the construction cost for a total cost the Phase 1 - Alternate of \$25,174,000.

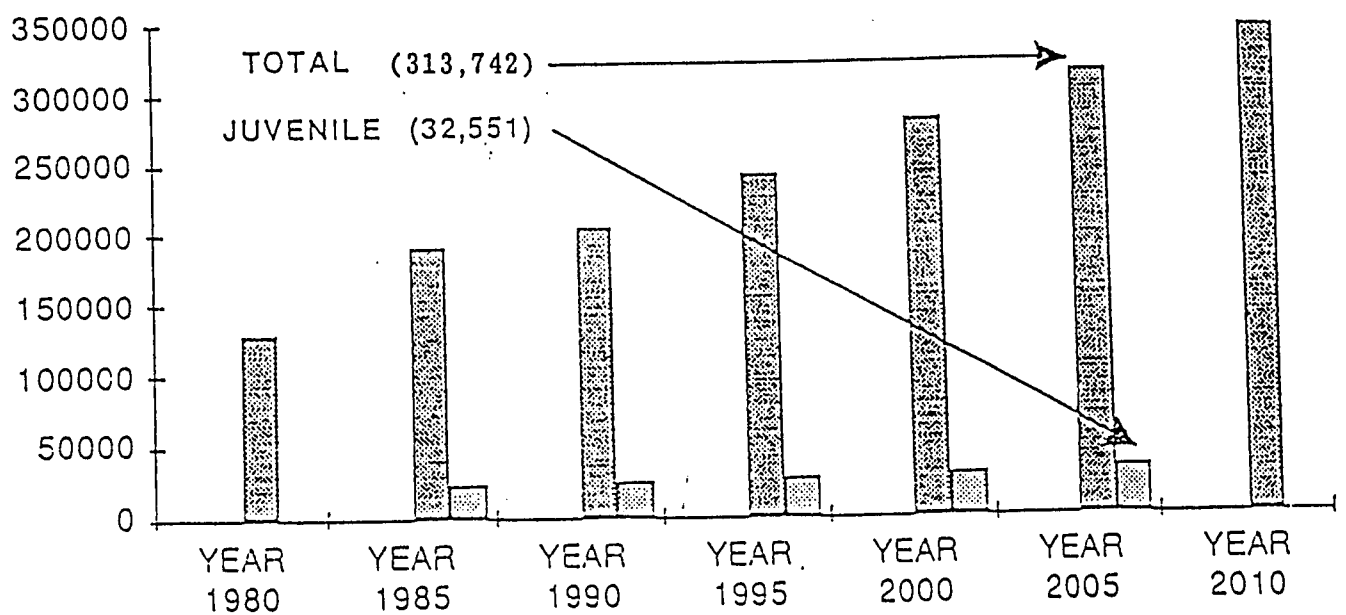
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FOR MORE INFORMATION CONTACT

Earle S. Alexander, Jr., FAIA
713/977-5777

EXHIBITS

POPULATION PROJECTIONS FORT BEND COUNTY 2005



	TOTAL POPULATION (1)	JUVENILE POPULATION (2)	
YEAR 1980	130,846		
YEAR 1985	192,487	24335	NOTE (4)
YEAR 1990	206,120	25189	NOTE (3)
YEAR 1995	243,695	27182	
YEAR 2000	281,270	29182	
YEAR 2005	313,742	32551	NOTE (3)
YEAR 2010	346,214	35920	

NOTES

BOLD: STRAIGHT LINE INTERPOLATION

ITALICS: 1987 DATA ADJUSTED

(1) "1985 AND 2010 ESTIMATES OF POPULATION AND EMPLOYMENT BY CENSUS TRACT"
HOUSTON-GALVESTON AREA COUNCIL, JANUARY, 1989

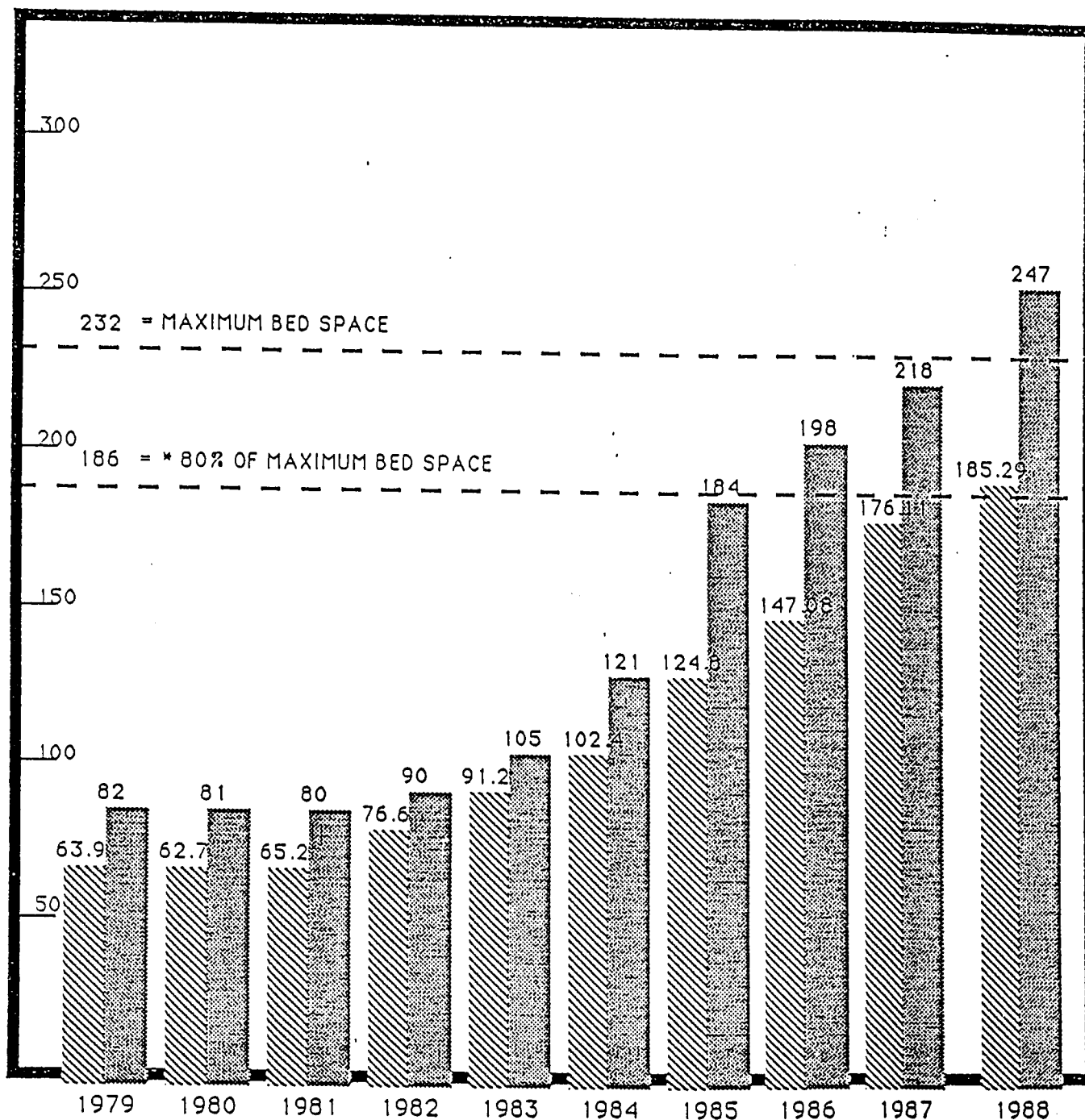
(2) JUVENILE POPULATION AGES 10-16

(3) "ESTIMATES OF THE POPULATION BY AGE, SEX AND RACE/ETHNICITY FOR 1990, 2005
FOR FORT BEND COUNTY"
TEXAS STATE DATA CENTER, AUGUST, 1989

(4) "FINAL PROJECTED POPULATION BY AGE, SEX AND RACE/ETHNICITY FOR JULY 1, 1987
FOR FORT BEND COUNTY"
TEXAS STATE DATA CENTER, AUGUST, 1989

FORT BEND COUNTY SHERIFF DEPARTMENT

INMATE POPULATION FOR PAST 10 YEARS



LEGEND:

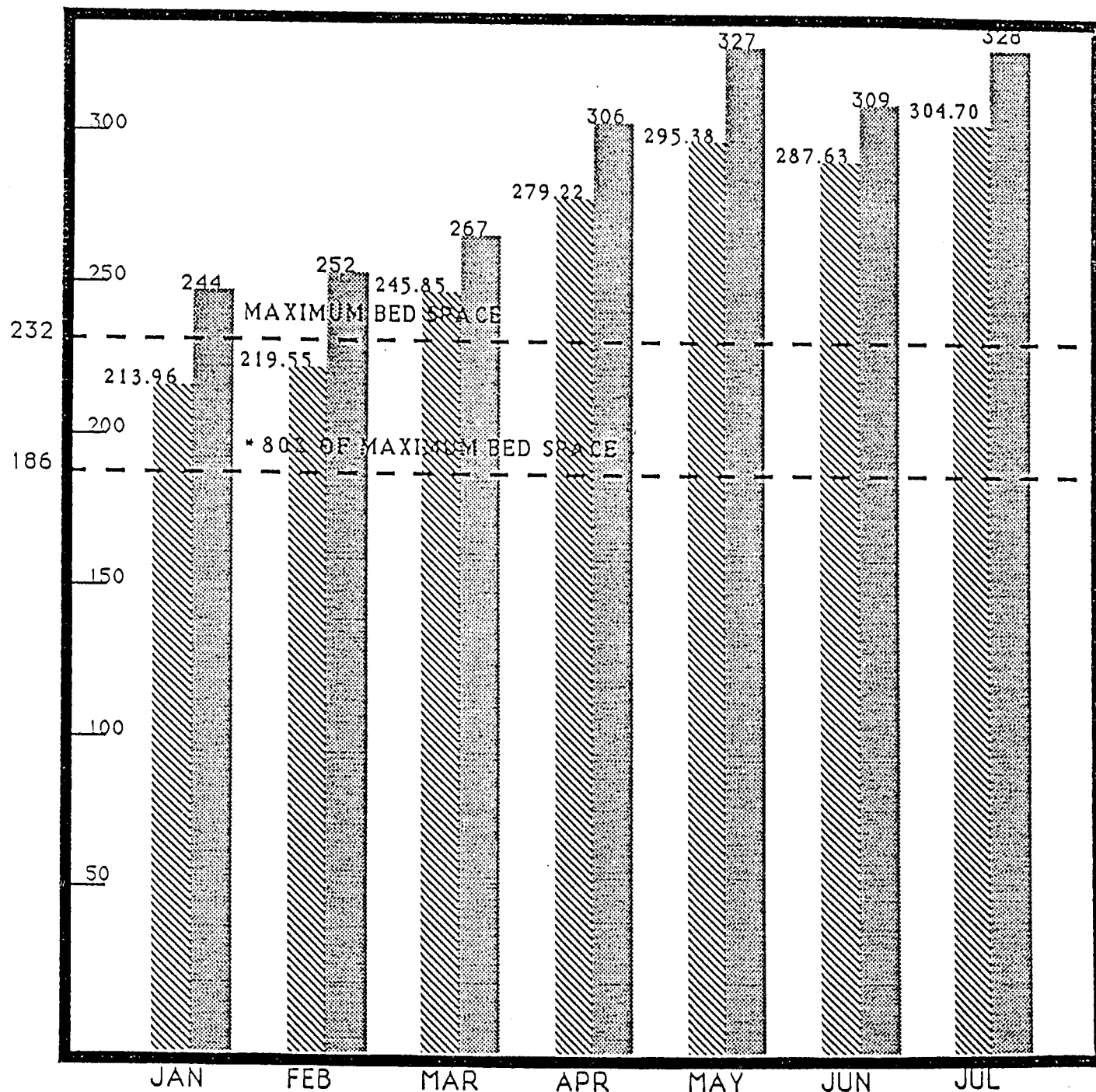
 INDICATES AVERAGE DAILY INMATE POPULATION

 INDICATES MAXIMUM INMATE POPULATION

* PROPER INMATE CLASSIFICATION IS NO LONGER EFFECTIVE WHEN POPULATION EXCEEDS 80% OF THE JAIL'S MAXIMUM BED SPACE.

FORT BEND COUNTY SHERIFF DEPARTMENT

INMATE POPULATION FOR 1989



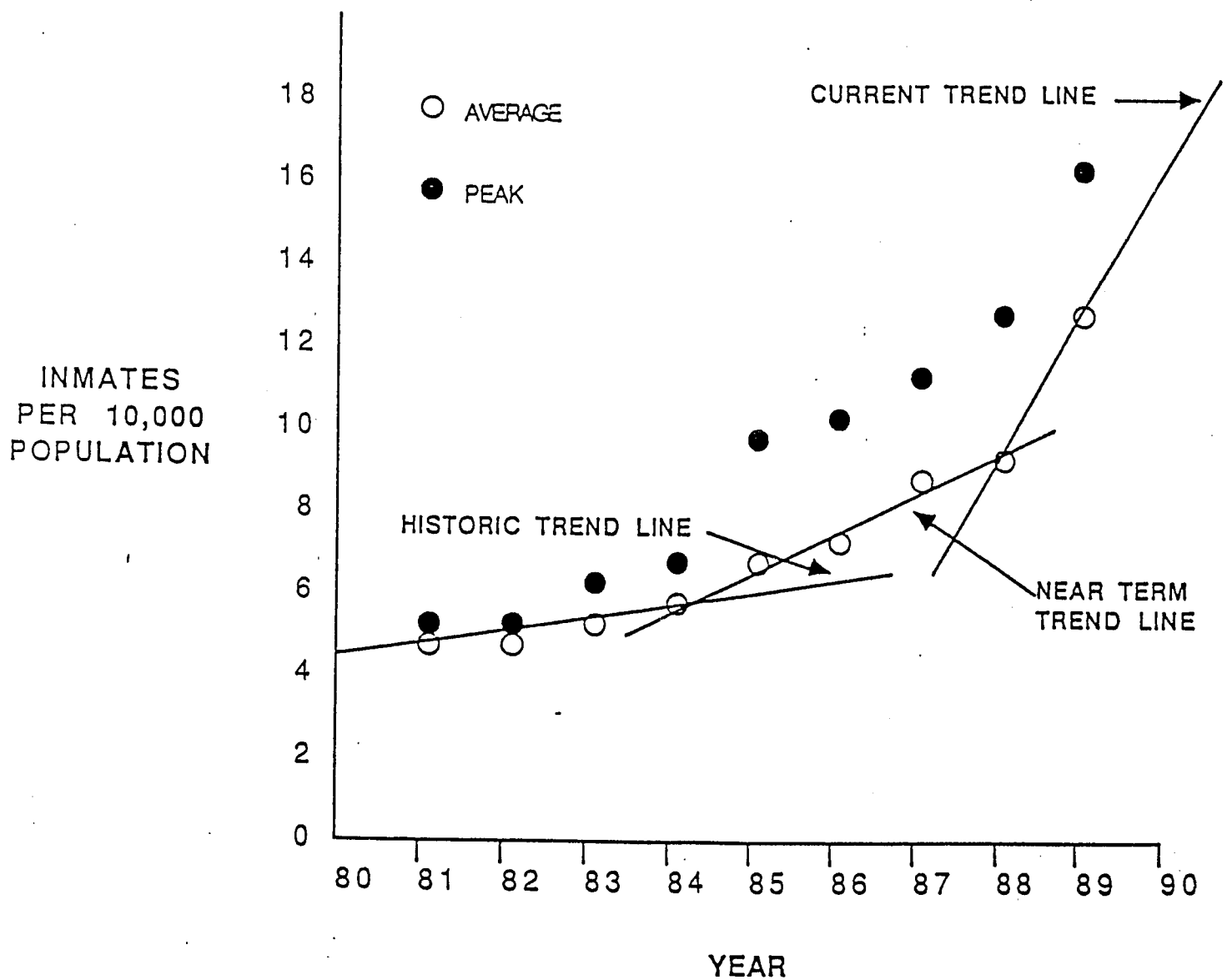
LEGEND:

 INDICATES AVERAGE DAILY INMATE POPULATION

 INDICATES MAXIMUM INMATE POPULATION

* PROPER INMATE CLASSIFICATION IS NO LONGER EFFECTIVE WHEN POPULATION EXCEEDS 80% OF THE JAIL'S MAXIMUM BED SPACE.

FORT BEND COUNTY JAIL
INMATE HISTORY
1980-89



Inmate Projections utilizing ADJUSTED GRADUATED INCARCERATION RATIOS

We believe that the year 2005 ratios of 27 inmates per 10,000 average and 38.5 per 10,000 peak shown in Table VI are unrealistically high. These numbers are above anything we have encountered in our recent experience in other jurisdictions.

We believe that in the near future 1990-1995 the current trends will continue. We expect that after 1995 these increases will begin to decrease to a 0.55 average and 0.75 peak annual increase. Based on these forecasted adjusted increases, the required inmate capacities for the Fort Bend County Jail would be as shown.

YEAR	COUNTY POPULATION	AVERAGE DAILY JAIL COUNT	ADJC PER 10,000	PEAK JAIL COUNT	PJC PER 10,000
1980	130,846	62.70	4.79	81	6.19
1981	143,174	65.20	4.55	80	5.59
1982	155,502	76.60	4.93	90	5.79
1983	167,831	91.20	5.43	105	6.26
1984	180,159	102.40	5.68	121	6.72
1985	192,487	124.80	6.48	184	9.56
1986	195,214	147.08	7.53	196	10.04
1987	197,940	176.11	8.90	218	11.01
1988	200,667	185.29	9.23	247	12.31
1989	203,393	204.00	10.03	268	13.18
1990	206,120	225	10.92	300	14.57
1991	213,635	252	11.80	341	15.97
1992	221,150	281	12.69	384	17.37
1993	228,665	311	13.58	429	18.77
1994	236,180	342	14.47	476	20.17
1995	243,695	374	15.35	526	21.57
1996	251,210	400	15.90	561	22.33
1997	258,725	426	16.45	597	23.09
1998	266,240	453	17.00	635	23.85
1999	273,755	481	17.55	674	24.61
2000	281,270	509	18.10	713	25.37
2001	288,785	539	18.65	754	26.13
2002	296,300	569	19.20	797	26.89
2003	303,815	600	19.75	840	27.65
2004	311,330	632	20.30	884	28.41
2005	313,742	654	20.85	915	29.17
AVERAGE ADJC INCREASE '90 TO '95			AVERAGE PJC INCREASE '90-'95		
PER 10,000 POPULATION =		0.89	PER 10,000 POPULATION=		1.40
AVERAGE ADJC INCREASE '96 TO '05			AVERAGE PJC INCREASE '96-'05		
PER 10,000 POPULATION =		0.55	PER 10,000 POPULATION=		0.75

Inmate Projections using an GRADUATED INCARCERATION RATIO

We believe that the increase in numbers of inmates per 10,000 population will continue to rise. For comparison purposes and to "put a fence around the high end possibility", the average increase in the average daily count (ADJC) and average peak jail count (PJC) for the years 1984 to 1988 was determined. These values, 0.89 and 1.40 respectively, were added each year for the entire period of this study beginning with the 1989 year to date figures. The "high end" inmate capacity for the Fort Bend County Jail would be as Shown.

YEAR	COUNTY POPULATION	AVERAGE DAILY JAIL COUNT	ADJC PER 10,000	PEAK JAIL COUNT	PJC PER 10,000
1980	130,846	62.70	4.79	81	6.19
1981	143,174	65.20	4.55	80	5.59
1982	155,502	76.60	4.93	90	5.79
1983	167,831	91.20	5.43	105	6.26
1984	180,159	102.40	5.68	121	6.72
1985	192,487	124.80	6.48	184	9.56
1986	195,214	147.08	7.53	196	10.04
1987	197,940	176.11	8.90	218	11.01
1988	200,667	185.29	9.23	247	12.31
1989	203,393	263.75	12.97	328	16.13
1990	206,120	286	13.85	361	17.52
1991	213,635	315	14.74	404	18.92
1992	221,150	346	15.63	449	20.32
1993	228,665	378	16.52	497	21.72
1994	236,180	411	17.40	546	23.12
1995	243,695	446	18.29	597	24.52
1996	251,210	482	19.18	651	25.91
1997	258,725	519	20.07	707	27.31
1998	266,240	558	20.95	764	28.71
1999	273,755	598	21.84	824	30.11
2000	281,270	639	22.73	886	31.51
2001	288,785	682	23.62	950	32.90
2002	296,300	726	24.50	1016	34.30
2003	303,815	771	25.39	1085	35.70
2004	311,330	818	26.28	1155	37.10
2005	313,742	852	27.17	1208	38.50
AVERAGE ADJC INCREASE '84-'88					
PER 10,000 POPULATION =		0.89	AVERAGE PJC INCREASE '84-'88		
			PER 10,000 POPULATION =		1.40

AS PER ORIGINAL

In 1985 each 10,000 general juvenile population sent 4.93 juveniles to the center and by 1988 that number had climbed to 7.24 per 10,000. 1989 is partial year data showing a peak so far this year of 6.4 per 10,000.

If the years 1985-89 are averaged, we see that in each of these years the numbers of detainees per 10,000 of general juvenile population has increased by .294. We believe this trend will continue and the accompanying chart show that by the year 2005 we can expect to see the number of detainees per 10,000 to increase to 11.11 applying this ratio to a general juvenile population of 32,551 we project the need for a facility to house at least 36 juveniles.

INMATE PROJECTIONS UTILIZING A GRADUATED INCARCERATION RATIO

YEAR	COUNTY, GENERAL JUVENILE POPULATION	PEAK JUVENILE DETENTION OCCUPANCY	PEAK JUVENILE OCCUPANCY PER 10,000 GEN POP.	REMARKS
1984	-	-	-	DATA UNAVL
1985	24335	12	4.93	HISTORY
1986	24506	11	4.49	HISTORY
1987	24667	13*	5.27	HISTORY
1988	24848	18**	7.24	HISTORY
1989	25019	16	6.40	HISTORY
1990	25189	16.9	6.69	PROJECTION
1991	25588	18	6.99	PROJECTION
1992	25987	19	7.28	PROJECTION
1993	26386	20	7.58	PROJECTION
1994	26785	21	7.87	PROJECTION
1995	27182	22	8.17	PROJECTION
1996	27582	23	8.46	PROJECTION
1997	27982	24	8.75	PROJECTION
1998	28382	26	9.05	PROJECTION
1999	28782	27	9.34	PROJECTION
2000	29182	28	9.64	PROJECTION
2001	29856	30	9.93	PROJECTION
2002	30530	31	10.23	PROJECTION
2003	31204	33	10.52	PROJECTION
2004	31878	34	10.81	PROJECTION
2005	32551	36	11.11	PROJECTION

* IN 1987 PEAK INCLUDED ONE OUT OF COUNTY JUVENILE

** IN 1988 PEAK INCLUDED 2 OUT OF COUNTY JUVENILES

ALL OTHER HISTORICAL PEAKS HAD ONLY FORT BEND COUNTY JUVENILES

FORT BEND COUNTY JAIL
RICHMOND
TEXAS

CONFIDENTIAL
ORANGE
DEPT HEAD
PROJ. MGR.

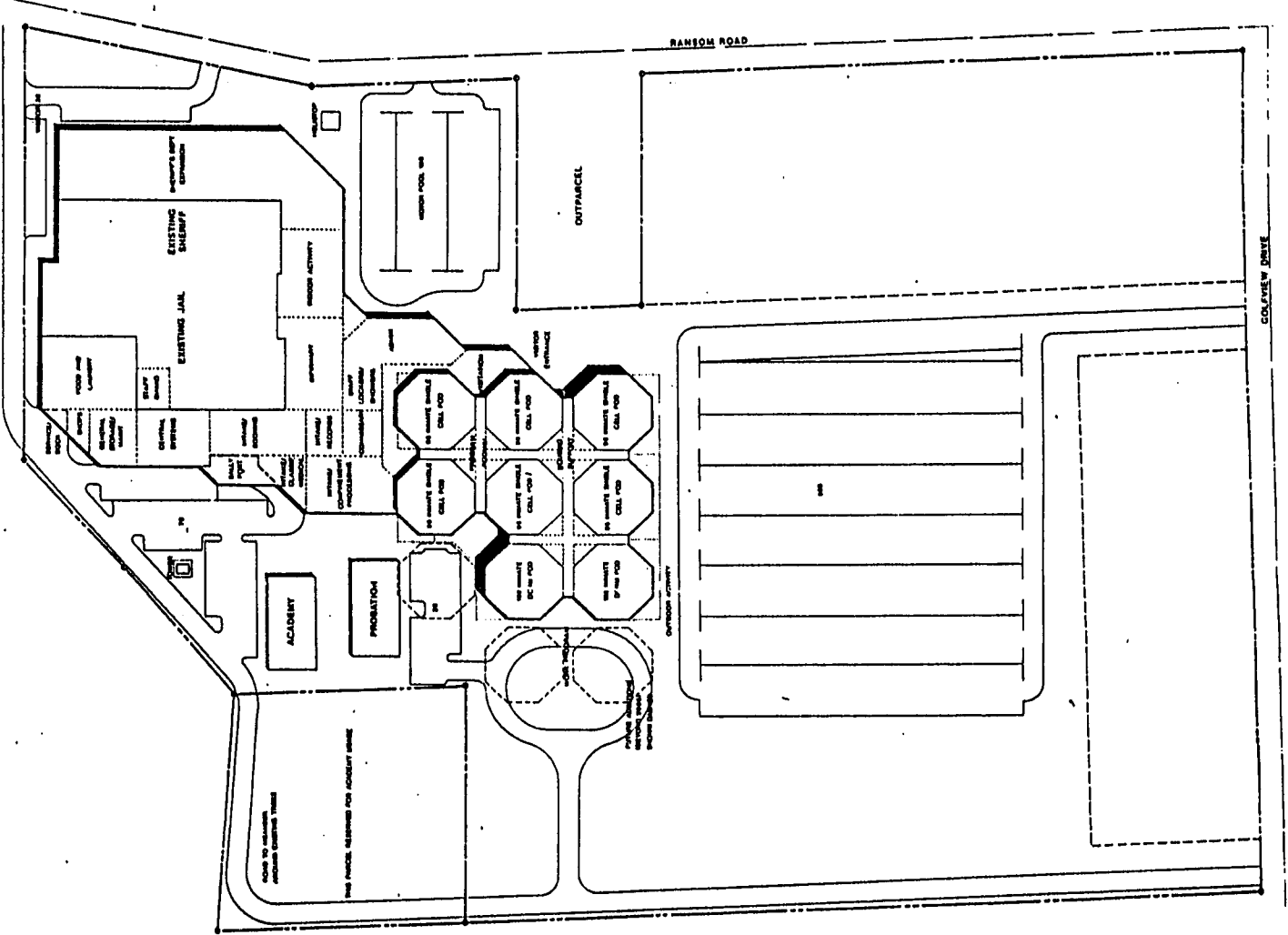
THE OFFICE
OF PUBLIC
GOODS AND
ALLIANCE
UNIVERSITY

40 0690
AS PER ORIGINAL

[illegible]

MASTER DEVELOPMENT SITE PLAN

SCHEME A: ACADEMY/PROBATION REMAIN

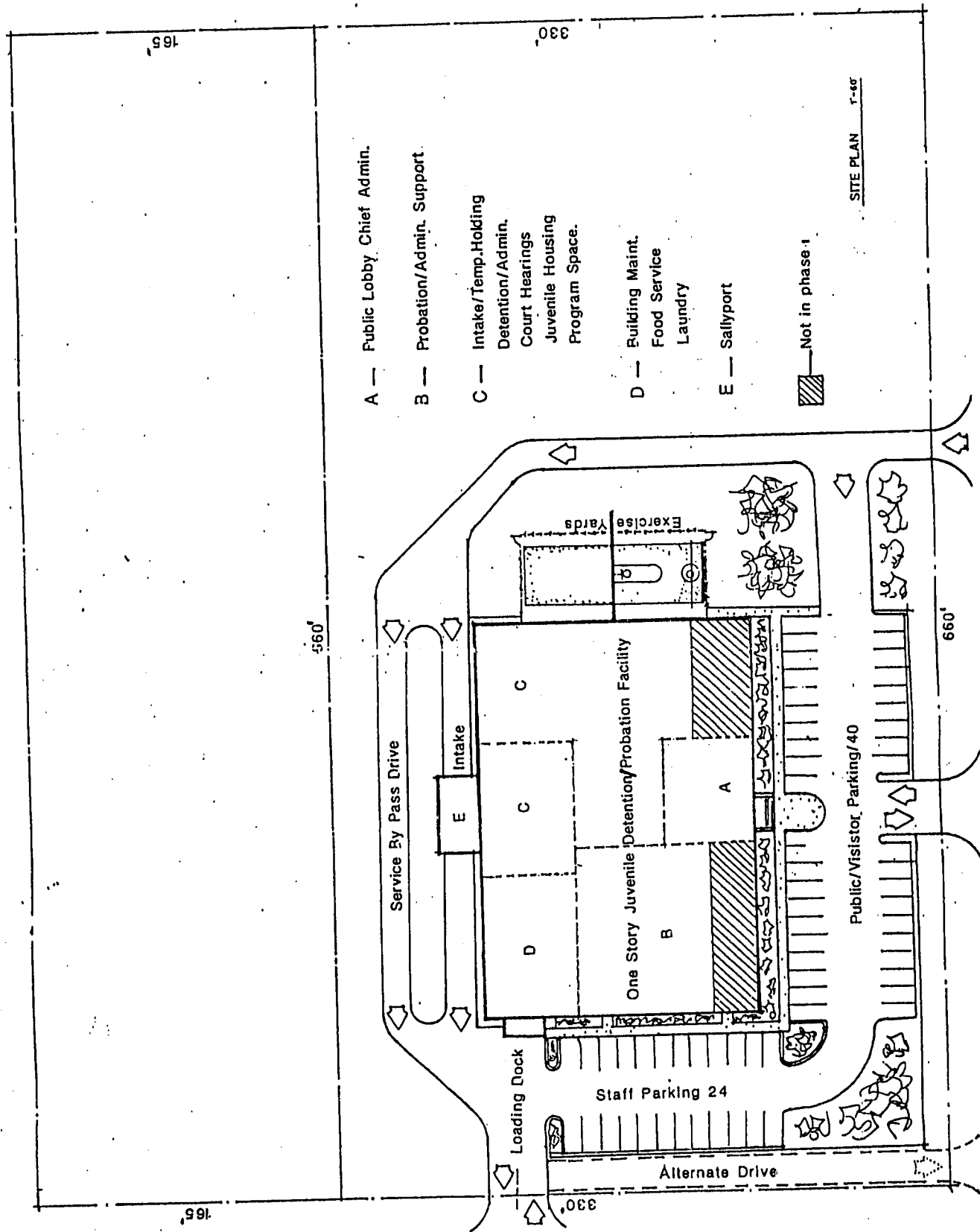


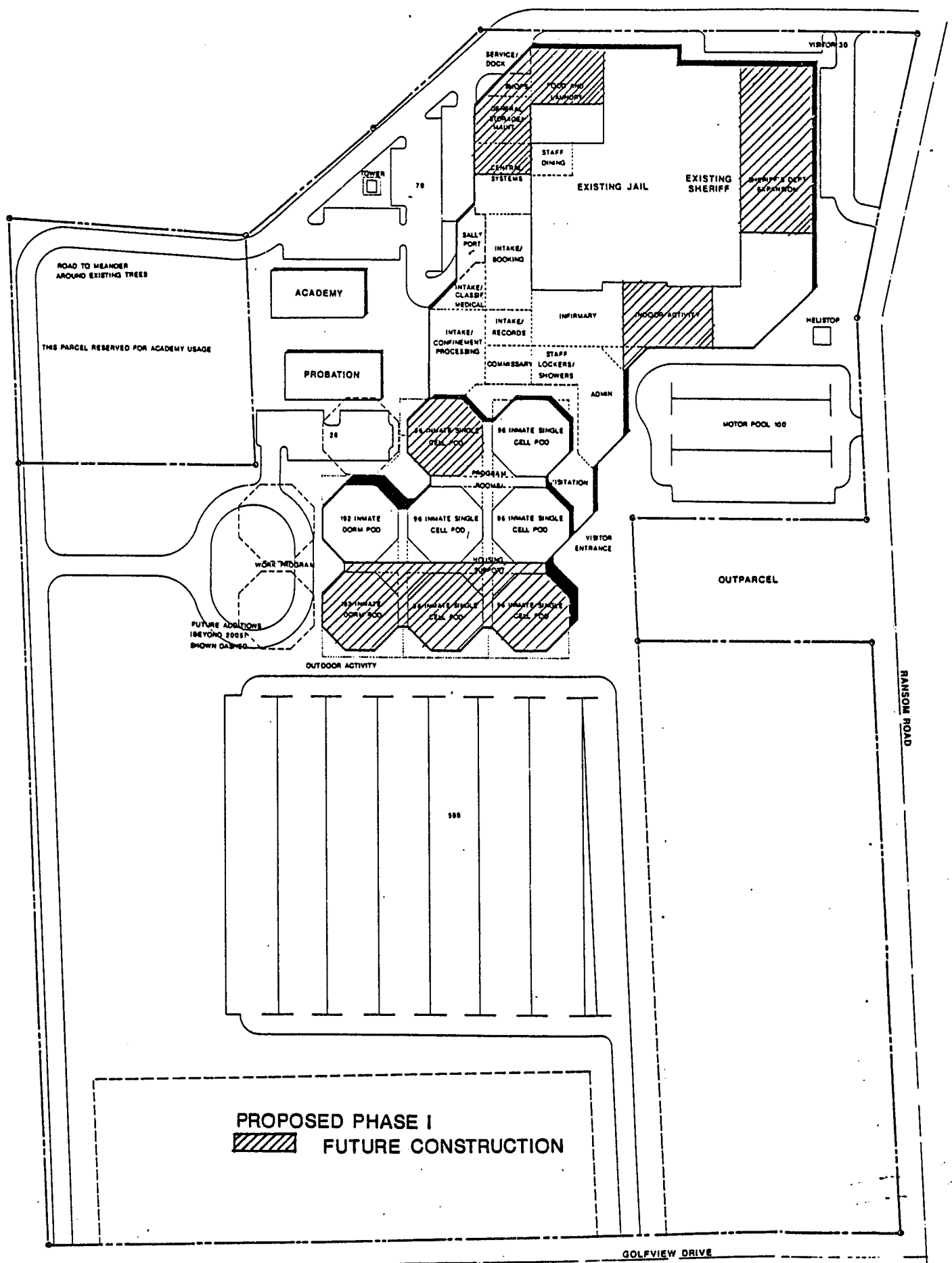
FOR OFFICIAL USE ONLY
UNCLASSIFIED
DATE 11-11-01 BY 1045 JMD/STP

COMD
DATE
DESIGN
PROJECT

PORT BEND COUNTY
JUVENILE DETENTION/PROBATION FACILITY
RICHMOND
TEXAS

DATE
DESIGN
PROJECT





FORT BEND COUNTY JAIL BREAKDOWN OF CELLS UNDER VARIOUS OPTIONS

	<u>Single Cells</u>	<u>Dorms</u>	<u>Total</u>
■ Existing Jail	64	168	232
■ <u>Master Plan</u> - (Housing)	576	384	960
(Post Book)	16	14	30
(Infirmary)	<u>24</u>	<u>36</u>	<u>60</u>
	680 53%	602 47%	1282
■ <u>Phase I (original proposed)</u>			
Existing	64	168	232
- Proposed Phase I			
(Housing)	288	192	480
(Post Book)	16	14	30
(Infirmary)	<u>24</u>	<u>36</u>	<u>60</u>
	392 49%	410 51%	802
■ <u>Phase I (alternate)</u>			
Existing	64	168	232
- Alternate Phase I			
(Housing)	192	192	384
(Post Book)	16	14	30
(Infirmary)	<u>24</u>	<u>36</u>	<u>60</u>
	296 42%	410 58%	706

7. CONSIDER APPROVING RESOLUTION APPROVING FINAL PURCHASE PRICES FOR LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK & STAFFORD RUN; AND AUTHORIZING FORT BEND FLOOD CONTROL WATER SUPPLY CORP. TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND, INCLUDING CONDEMNATION PROCEEDINGS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to adopt resolution approving final purchase prices for land required for the flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; and authorizing Fort Bend Flood Control Water Supply Corp. to take all necessary action to acquire such land, including condemnation proceedings. (Recorded in minutes in full)

8. APPROVE NOVEMBER BILLS FOR THE FORT BEND FLOOD CONTROL WATER SUPPLY CORP.:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve November bills for the Fort Bend Flood Control Water Supply Corp. in the amount of \$79,221.29.

9. MR. CHUCK HULL & MR. ROMAN BOHACHEVSKY, RE: PRESENTATION OF THE RESULTS OF THE LIBRARY FUN RUN:

Mr. Chuck Hull presented check in the amount of \$2,600 as the results of the Library Fun Run.

Certificate from the Texas State Library was presented to Roman Bohachevsky, Librarian, for being a fully accredited library in the Texas Library System.

10. CONSIDER SETTING PUBLIC HEARING FOR THE CLOSING OF CANAL RD., SKINNER LANE & FARMER RD. CROSSING THE GRAND PARKWAY RIGHT-OF-WAY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing for JANUARY 8, 1990 to consider closing of Canal Rd., Skinner Lane & Farmer Rd. crossing the Grand Parkway right-of-way.

11. CONSIDER REAPPOINTMENT OF COMMISSIONERS TO THE FORT BEND RURAL FIRE PREVENTION DISTRICT NO. 1 (FULSHEAR-SIMONTON AREA):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reappoint the following to the Fort Bend Rural Fire Prevention District No. 1 for a two year term, effective January 1, 1990: (Recorded in minutes in full)

JAMES W. CLIFT
BETTY PAWELEK
FLO BERKMAN

12. CONSTABLE HAL WERLEIN, PCT. 4, RE: (1) REQUEST APPROVAL OF DARYL L. STROUD AS RESERVE DEPUTIES TO INCLUDE BOND & OATH; (2) ACCEPT EQUIPMENT DONATED BY CITY OF FULSHEAR:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Daryl L. Stroud as reserve deputies to include bond & oath. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following equipment donated by City of Fulshear:

Microwave - serial #SZ958521F
Refrigerator - serial #LA100188

ORIGINALS to LARRY W.

40 47 0696

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE, N.W.
WASHINGTON, D. C. 20004-1007
TELEPHONE 202 639-6500 TELEX 89680

VINSON & ELKINS
ATTORNEYS AT LAW
3300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE 713 651-2222 TELEX 762146

FIRST CITY CENTRE
816 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-8400

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 44 1 491-7236
CABLE VINELKINS LONDON W1-TELEX 24140

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 220-7700

November 29, 1989

By Messenger

Ms. Norma Landry
Fort Bend County Judge's Office
500 Jackson
Jane Long Building, Room 103
Richmond, Texas 77469

Re: Fort Bend Flood Control Water Supply Corporation:
Agenda Item

Dear Ms. Landry:

As we discussed, please add the following item to the agenda for the Commissioners' Court Meeting on December 4, 1989:

Consider Approving Resolution Approving Final Purchase Prices for Land Required for the Flood Control Improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run; and Authorizing the Fort Bend Flood Control Water Supply Corporation to take all Necessary Action to Acquire Such Land, Including Condemnation Proceedings.

I have forwarded to Larry Wagenbach for his review five (5) execution copies and five (5) copies of the resolution for the Commissioners' review. Please call me at 654-4580 if you need anything further or if you have any questions regarding the foregoing.

Very truly yours,

Melinda Butler
Melinda A. Butler

0782:4165

Enclosure

cc: Mr. Larry Wagenbach/Assistant District Attorney
Mr. Joe B. Allen (Firm)

c:\for649\corr\48

11-13
7-120

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County convened in regular session at a regular term of said Court, open to the public, on the 4 day of December, 1989, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinoha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except Dianne Wilson

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION APPROVING FINAL PURCHASE PRICES FOR LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND, INCLUDING FILING CONDEMNATION PROCEEDINGS

The resolution was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: 5
 NOES: 0

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

RESOLUTION APPROVING FINAL PURCHASE PRICES FOR LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND, INCLUDING FILING CONDEMNATION PROCEEDINGS

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds (the "Project"), which are located in Fort Bend County, Texas; and

WHEREAS, in connection with the Project, it is necessary for the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to acquire certain land; and

WHEREAS, the Board of Directors of the Corporation previously has extended written offers to purchase the land described in Exhibit "A"; however, the owners of such land have not accepted the offers; and

WHEREAS, the Corporation has funds available for the purpose of acquiring land for the Project; and

WHEREAS, the Commissioners Court of Fort Bend County (the "Commissioners Court") now desires to authorize and proceed with any and all necessary action to authorize the Corporation to consummate purchase of the land described in Exhibit "A", including filing of condemnation proceedings, if necessary; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS THAT:

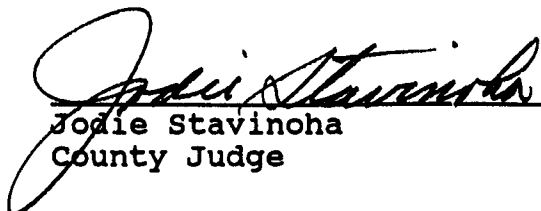
Section 1: The Commissioners Court hereby confirms that a public necessity exists for the Project and requires acquisition of the land described in Exhibit "A".

Section 2: The Commissioners Court hereby approves the final purchase prices for land submitted by the Corporation described in Exhibit "A" attached hereto, and authorizes the Corporation to acquire such land, to execute all contracts and other documents in connection therewith, and to make all payments due pursuant to the terms thereof, and authorizes the Corporation to file condemnation proceedings against any owners of the land described in Exhibit "A" who do not accept the Corporation's final offer to purchase such land within fourteen (14) days of the date of such offer.

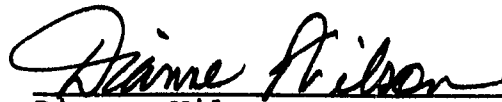
Section 3: The Corporation and its consulting engineers, attorneys and financial advisors are hereby authorized to take all

necessary actions to acquire such land, including filing of condemnation proceedings as described in Section 2 hereof.

PASSED AND APPROVED this 4 day of December, 1989.


Jodie Stavinoha
County Judge

ATTEST:


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

(SEAL)

A:\WP01\FBPC\RES\CLOSDOCS.CC6

EXHIBIT "A"
PURCHASE PRICES

<u>Tract No.</u>	<u>Seller</u>	<u>Purchase Price</u>
Tract #15 1.778 acres	Robert T. Herrin	\$ 2,667.00
Tracts #19 and 20 10.583 acres	R. T. Herrin	\$116,969.00

A:\WP01FBFC\RES\DOCS-CC6.EXA

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court do hereby certify that the attached and foregoing is a true and correct copy of a resolution entitled:

RESOLUTION APPROVING FINAL PURCHASE PRICES FOR LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND, INCLUDING FILING CONDEMNATION PROCEEDINGS

adopted by said Commissioners Court at a meeting, open to the public, held on the 4 day of December, 1989, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said Commissioners Court on file in my office.

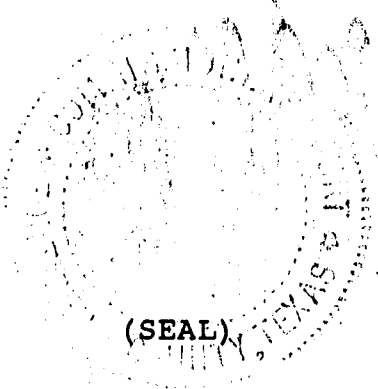
I further certify that the written notice of the date, hour, place and subject of the meeting of the Commissioners Court, at which the foregoing resolution was adopted, was posted on a bulletin board located at a place convenient to the public in the County Courthouse and readily accessible to the general public at the earliest possible time, pursuant to Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 4 day of December, 1989.

DIANNE WILSON, County Clerk and
Ex-Officio Clerk of Commissioners
Court

By

Dianne Wilson





40⁷ 0702

AS PER ORIGINAL

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

November 30, 1989

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

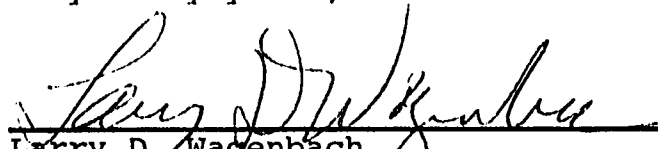
RE: Fort Bend Flood Control Water Supply Corporation
Purchase of Right-of-Way Tracts

Gentlemen:

Enclosed please find a copy of the Resolution Approving
Final Purchase Prices for Land Required for the Flood Control
Improvements to Flat Bank Creek, Middle Oyster Creek, and
Stafford Run for your review.

If you have questions or if further information is needed,
please contact me at your convenience.

Very truly yours,


Larry D. Wagenbach
Assistant District Attorney

LDW:rg
Enclosures

cc: Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick
County Clerk Dianne Wilson



SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

November 30, 1989

The Honorable Jodie E. Stavino
County Judge
Fort Bend County, Texas


RE: Fort Bend Flood Control Water Supply Corporation
Purchase of Right-of-Way Tracts

Dear Judge Stavino:

Enclosed please find 5 execution copies of the Resolution Approving Final Purchase Prices for Land Required for the Flood Control Improvements to Flat Bank Creek, Middle Oyster Creek, and Stafford Run.

The 5 execution copies need to be executed by all members of Commissioners Court and attested to by the County Clerk. One original needs to be placed in the minutes of Commissioners Court and the remaining 4 copies returned to my office.

Very truly yours,


Larry D. Wagenbach
Assistant District Attorney

LDW:rg
Enclosures

cc: Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick
County Clerk Dianne Wilson

COPY

40 0704

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County convened in regular session at a regular term of said Court, open to the public, on the _____ day of _____, 1989, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinoha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except _____.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION APPROVING FINAL PURCHASE PRICES FOR LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND, INCLUDING FILING CONDEMNATION PROCEEDINGS

The resolution was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: _____
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 APPROVING FINAL PURCHASE PRICES FOR LAND
REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK
CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND
AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY
CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH
LAND, INCLUDING FILING CONDEMNATION PROCEEDINGS

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds (the "Project"), which are located in Fort Bend County, Texas; and

WHEREAS, in connection with the Project, it is necessary for the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to acquire certain land; and

WHEREAS, the Board of Directors of the Corporation previously has extended written offers to purchase the land described in Exhibit "A"; however, the owners of such land have not accepted the offers; and

WHEREAS, the Corporation has funds available for the purpose of acquiring land for the Project; and

WHEREAS, the Commissioners Court of Fort Bend County (the "Commissioners Court") now desires to authorize and proceed with any and all necessary action to authorize the Corporation to consummate purchase of the land described in Exhibit "A", including filing of condemnation proceedings, if necessary; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS THAT:

Section 1: The Commissioners Court hereby confirms that a public necessity exists for the Project and requires acquisition of the land described in Exhibit "A".

Section 2: The Commissioners Court hereby approves the final purchase prices for land submitted by the Corporation described in Exhibit "A" attached hereto, and authorizes the Corporation to acquire such land, to execute all contracts and other documents in connection therewith, and to make all payments due pursuant to the terms thereof, and authorizes the Corporation to file condemnation proceedings against any owners of the land described in Exhibit "A" who do not accept the Corporation's final offer to purchase such land within fourteen (14) days of the date of such offer.

Section 3: The Corporation and its consulting engineers, attorneys and financial advisors are hereby authorized to take all

necessary actions to acquire such land, including filing of condemnation proceedings as described in Section 2 hereof.

PASSED AND APPROVED this ____ day of December, 1989.

Jodie Stavinoha
County Judge

ATTEST:

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

(SEAL)

A:\WP01\FBFC\RES\CLOSDOCS.CC6

EXHIBIT "A"
PURCHASE PRICES

<u>Tract No.</u>	<u>Seller</u>	<u>Purchase Price</u>
Tract #15 1.778 acres	Robert T. Herrin	\$ 2,667.00
Tracts #19 and 20 10.583 acres	R. T. Herrin	\$116,969.00

A:\WP01FBFC\RES\DOCS-CC6.EXA

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court do hereby certify that the attached and foregoing is a true and correct copy of a resolution entitled:

RESOLUTION APPROVING FINAL PURCHASE PRICES FOR LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND, INCLUDING FILING CONDEMNATION PROCEEDINGS

adopted by said Commissioners Court at a meeting, open to the public, held on the _____ day of _____, 1989, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said Commissioners Court on file in my office.

I further certify that the written notice of the date, hour, place and subject of the meeting of the Commissioners Court, at which the foregoing resolution was adopted, was posted on a bulletin board located at a place convenient to the public in the County Courthouse and readily accessible to the general public at the earliest possible time, pursuant to Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this _____ day of December, 1989.

DIANNE WILSON, County Clerk and
 Ex-Officio Clerk of Commissioners
 Court

By _____

(SEAL)

A:\WP01\FBFC\RES\CO-CLRK.CER

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

BILLS TO BE PAID
November, 1989

Don L. Russell	1 at \$50.00 per meeting	\$ 50.00
Paul J. Council	2 at \$50.00 per meeting	\$ 100.00
A. J. Colbert	1 at \$50.00 per meeting	\$ 50.00
Charles F. Howard	1 at \$50.00 per meeting	\$ 50.00
Rick Zapalac	2 at \$50.00 per meeting	\$ 100.00
Lichliter/Jameson	September Invoice	\$49,340.04
Hassell Construction	Pay Estimate #2	\$29,531.25

\$79,221.29

PUBLIC HEARING NOTICE

FOR: Closing of Canal Rd.,
Skinner Lane + Farmer Rd.
Crossing the Grandparkway

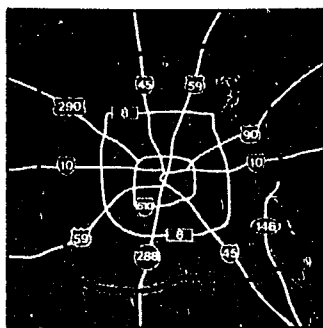
DATE: Jan. 8, 1989

TIME: 10:00 AM.

NEWSPAPER(S) _____

INVOICE: _____

The Grand Parkway Association



5757 Woodway
140 East Wing
Houston, Texas 77057
(713) 782-9330

AGENDA ITEM

10

Board of Directors
Richard J. Lindley, Jr. — President
Roger Galatas — Vice President
Kenneth Gerhart — Secretary/Treasurer
Jack Dulworth — Asst. Secretary/Treasurer
Roland M. Chamberlin, Jr.

Advisory Director
Walter M. Mischler
Roland Adamson

Executive Director
Jerry L. Coffman

0711

November 27, 1989

AS PER ORIGINAL

Honorable Jodie Stavinoha
Fort Bend County Judge
P.O. Box 368
Richmond, Texas 77469

Re: Resolution and Order Authorizing Closure of County Roads in
Fort Bend County - The Harrison Tract

Dear Judge Stavinoha:

This concerns your recent conversation with Al Knipe of Turner Collie & Braden concerning the closure of Canal Road, Skinner Lane and Farmer Road where these roads cross the Grand Parkway right-of-way.

At your suggestion we are enclosing a complete copy of the data that was transmitted to Glenn Crocker on April 17, 1989 since the original package has apparently been misplaced.

We would appreciate receiving an executed copy of the Resolution when it has been approved by the Commissioners Court.

Very truly yours,

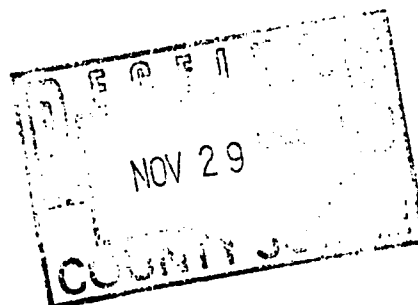
A handwritten signature in cursive script, appearing to read "Jerry L. Coffman".

J. L. Coffman
Executive Director

JLC/jw

enclosure

cc: Al Knipe



Board of Directors
Richard J. Lindley, Jr. — President
Roger Galatas — Vice President
Kenneth Gerhart — Secretary/Treasurer
Jack Duhworth — Asst. Secretary/Treasurer
Roland M. Chamberlin, Jr.

Advisory Directors
Walter M. Mischel, Jr.
Roland Adamson

Executive Director
Jerry L. Coffman

0712

AS PER ORIGINAL

cc: County Judge Jodie Stavinoha, w/encl.
County Commissioner Bob Lutz, w/encl.
County Commissioner Ben Denham, w/encl.
County Commissioner Bud O'Shieles, w/encl.
County Commissioner Alton Pressley, w/encl.
Mr. Ed Knight, Harrison Interests, w/encl.✓
Mr. Al Knipe, Turner Collie & Braden, w/o encl.

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 696669

FIRST CITY CENTRE
516 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-8400

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 44 1 491-7236
CABLE VINELKINS LONDON W1-TELEX 2440

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 220-7700

April 3, 1989


Mr. Jerry L. Coffman
Executive Director
Grand Parkway Association
140 East Wing, 5757 Woodway
Houston, Texas 77057

Re: Resolution and Order Authorizing Closure of County
Roads in Fort Bend County

Dear Mr. Coffman:

Enclosed for your review and comment is a draft Resolution and Order proposed for adoption by Fort Bend County that would authorize the closure of Canal Road, Skinner Lane, and Farmer Road where said roads cross the Grand Parkway right-of-way. Please let me know if you have any comments or suggestions.

Very truly yours,


Larry W. Nettles

0538:2476
LN\LN20\224.1tr
Enclosure

cc: J. R. Collins (Turner, Collie & Braden)
Robert R. Randolph (Vinson & Elkins)

RESOLUTION and ORDER

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, the State Department of Highways and Public Transportation (the "Department") and the Grand Parkway Association (the "Association") have acquired rights-of-way and developed engineering plans and specifications for a new state highway known as the Grand Parkway (State Highway 99) which will be constructed in Fort Bend County;

WHEREAS, the Grand Parkway will be a controlled-access highway facility connecting Interstate Highway 10 and U. S. Highway 59 in Fort Bend County, and access to the main lanes of the highway and across the right-of-way will be permitted only in certain designated locations;

WHEREAS, there are three existing roads in Fort Bend County that cross the Grand Parkway right-of-way at points where direct access to the highway main lanes will not be allowed after the highway is constructed, and these roads need to be barricaded and their right-of-way abandoned where they cross the Grand Parkway right-of-way; and

WHEREAS, the new access, ingress, and egress to be provided by the Grand Parkway is vastly superior to the transportation convenience currently provided by the three roads now proposed to be abandoned, and all persons now utilizing said roads will still be able to reach equivalent destinations by utilizing the Grand Parkway or new major thoroughfares to be constructed contemporaneously with the Grand Parkway;

NOW, THEREFORE, it is hereby resolved and ordered by the Commissioners Court of Fort Bend County that:

1. Canal Road, Skinner Lane (a southerly extension of Canal Road sometimes referred to as Precinct Line Road), and Farmer Road shall be barricaded where they cross the right-of-way of the Grand Parkway and the rights-of-way of such roads lying within the Grand Parkway right-of-way shall be abandoned by Fort Bend County for construction of the Grand Parkway by the Department;

2. The closure of the roads affected by this resolution and order at the points where they cross the Grand Parkway right-of-way is in the best interests of the citizens of Fort Bend County, and that access to the areas served by the roads to be closed will be enhanced rather than diminished because of the improved access, ingress, and egress to be provided by the Grand Parkway and the major thoroughfares to be constructed to serve the Grand Parkway; and

3. All county officers and employees shall have the necessary authority to implement this resolution and order.

ADOPTED, PASSED AND APPROVED, this _____ day of _____, 1989.

FORT BEND COUNTY

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

\\n\gra4\044

CERTIFICATE

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court do hereby certify that the attached and foregoing is a true and correct copy of a resolution and order adopted by said Commissioners Court at a meeting, open to the public, held on the ____ day of _____, 1989, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said Commissioners Court on file in my office.

I further certify that the written notice of the date, hour, place and subject of the meeting of the Commissioners Court, at which the foregoing resolution and order 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 ____ day of _____, 1989.

DIANNE WILSON, County Clerk
 and Ex-Officio Clerk of
 Commissioners Court

By _____
 Deputy

(SEAL)

\\ln\gra4\045

FORT BEND RURAL FIRE PREVENTION DISTRICT 1

P. O. BOX 494
FULSHEAR, TEXAS 77441

November 26, 1989

AGENDA ITEM

11
40 0717

AS PER ORIGINAL

Judge Jodie Stavinoha
Fort Bend County Commissioners Court
Richmond, Texas

Dear Judge Stavinoha and Commissioners:

The terms of three of the Commissioners will expire
at the end of this year: James W. Clift, Betty Pawelek,
and Flo Berkman.

We request that each of them be re-appointed for
another two year term. Each has indicated a willingness
to serve another term.

Thank you for your consideration.

Very truly yours,

Flo Berkman
Flo Berkman, Secretary

NOV 29
COUNTY JUDGE

Merchants

AS PER ORIGINAL 40 0718



BONDING CO.

Mutual

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

Company Use Only

Bond No. _____

Amount _____

Premium _____

Effective Date _____

Expiration Date _____

Agent _____

At _____

APPLICATION FOR PUBLIC OFFICIAL BOND

Name of Applicant DARYL STROUD

Residence 1239 GEORGINA ST.

Street

ROSENBERG

Town

FORT BEND COUNTY

County

Give exact title of State, County or Municipal Government, public official or individual to whom bond is to be given
FORT BEND COUNTY CONSTABLE PRECINCT FOUR

Address 1221 ELDRIDGE RD. SUGAR LAND, TX 77478

Amount of this bond \$ 2,000.00

Term begins MAY 23, 1989; Term ends MAY 23, 1990

Official title of Applicant DEPUTY CONSTABLE

Date of election _____, 19____; Date of appointment _____, 19____

Term of office _____ years.

CHARGE PREMIUM FOR:

1 Year _____ 3 years _____
2 years _____ 4 years _____

What is your net financial worth? _____

Has this bond been declined by any Surety Company? _____

In consideration of the execution of this bond, I (we) hereby agree to pay the premium, and further agree to save and hold the MERCHANTS BONDING COMPANY (Mutual) free and harmless of any loss, cost or expense of whatever nature, by reason of its execution of this bond. I agree to waive, and do hereby waive, all rights to claim any property as exempt from levy, execution, sale or other legal process under the law of any state or states. It is further agreed that the terms and conditions of this application shall also apply to all renewals of this bond and/or subsequent bonds executed for applicant.

All monetary obligations of each Applicant and of each Indemnitor to MERCHANTS BONDING COMPANY (Mutual) arising under this instrument or otherwise shall be payable at the offices of MERCHANTS BONDING COMPANY (Mutual) in the City of Austin, Travis County, Texas. Unless the context dictates to the contrary, all other obligations of each Applicant and each Indemnitor to MERCHANTS BONDING COMPANY (Mutual) arising under this instrument or otherwise shall be performable to the extent possible in Travis County, Texas.

Dated this 1ST day of DECEMBER, 1989

Witness: Jeanel Clifton

Daryl Stroud
Applicant

Name of Agent _____ Location _____

Remarks _____

Rep 10/88 - 2M

13. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH VICTORIA & JACKSON COUNTIES FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Interlocal Agreements with Victoria & Jackson Counties for the housing of juveniles. (Recorded in minutes in full)

14. CONSIDER APPROVING RENEWAL AGREEMENT FOR WATCHMAN AT PCT. 3 MAINTENANCE FACILITY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve renewal agreement with Jeffrey Salmons for watchman at Pct. 3 maintenance facility for one year. (Recorded in minutes in full)

15. ENTER INTO THE MINUTES THE AGREEMENT BETWEEN FORT BEND COUNTY CLERK AND CITY OF HOUSTON FOR JOINT NOVEMBER 7 ELECTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to enter into the minutes the agreement between Fort Bend County Clerk and City of Houston for joint November 7 election. (Recorded in minutes in full)

16. CONSIDER ACCEPTING OR REJECTING BIDS FOR THE FOLLOWING: (1) MILK FOR JAIL & JUVENILE DETENTION (#90-001); (2) BREAD FOR JAIL & JUVENILE DETENTION (#90-002); (3) FOOD FOR JAIL & JUVENILE DETENTION (#90-003); (4) UNIFORMS, LEATHER & HATS FOR SHERIFF'S DEPT. (#90-005); (5) ROAD MATERIALS - EARTHEN (#90-009); (6) ROAD MATERIALS - CHEMICAL (#90-010):

- 1) Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to DAIRY DISTRIBUTOR for milk, for Jail & Juvenile Detention. (Recorded in minutes in full)
- 2) Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to SCHOTT'S BAKERY, INC. for bread, for Jail & Juvenile Detention. (Recorded in minutes in full)
- 3) Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to the low bidder on each item, for food for Jail & Juvenile Detention. (Recorded in minutes in full)
- 4) Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to the low bidder on each item, for uniforms, leather & hats for Sheriff's Dept. (Recorded in minutes in full)
- 5) 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 vendors for road materials-earthen, subject to price and availability at time of order. (Recorded in minutes in full)
- 6) Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to all vendors with the exemption of WRIGHT ASPHALT PRODUCTS, for road materials-chemical, subject to price and availability at time of order. (Recorded in minutes in full)

40 0720

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT] BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF VICTORIA

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of VICTORIA, hereinafter referred to as "VICTORIA".

WHEREAS, VICTORIA desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of VICTORIA has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist VICTORIA in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of VICTORIA mutually agree as follows:

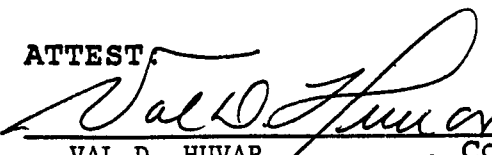
1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be \$55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill VICTORIA monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, 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 in 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.

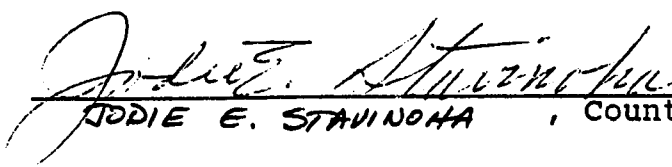
4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.
5. At the time the juvenile is transferred to Fort 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 juvenile (s) 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, 1990.

SIGNED this 20th day of November, 19 89.THE COUNTY OF VICTORIA, TEXAS
NORMAN D. JONES, County Judge

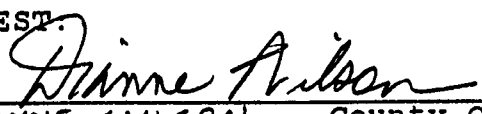
ATTEST.


VAL D. HUVAR, County ClerkSIGNED this 4th day of December, 1989.

THE COUNTY OF FORT BEND, TEXAS


JODIE E. STAVINSON, County Judge

ATTEST.


DIANNE WILSON, County Clerk

APPROVED AS TO FORM:


Dennis A. McAbbe
Chief Juvenile Probation Officer

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 monthly 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 in 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 juvenile (s) 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, 1990.

SIGNED this 13 day of November, 1989.

THE COUNTY OF JACKSON, TEXAS

Larkin T. Thedford
LARKIN T. THEDFORD, County Judge

ATTEST:

Martha Knapp
MARTHA KNAPP, County Clerk

SIGNED this 13 day of November, 1989.

THE COUNTY OF FORT BEND, TEXAS

Jodie E. Stavindha
JODIE E. STAVINDHA, County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

APPROVED AS TO FORM:

Steven F. Minch
Chief Juvenile Probation Officer

Dennis A. McAfee
Dennis A. McAfee
Chief Juvenile Probation Officer
Fort Bend County

THE STATE OF TEXAS
COUNTY OF FORT BEND

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§
§

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 that 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 terms, commencing on December 1, 1989, and terminating on November 30, 1990, 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. STAVINOKA, County Judge

Date: 12-4-89

ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

Jeffrey Salmons
JEFFREY SALMONS, Watchman

Date: 4 Dec 89

AGREEMENT FOR JOINT USE OF VOTING EQUIPMENT
AND SHARING OF ELECTION EXPENSES

29839

NOV 28 1989

THE STATE OF TEXAS S
COUNTY OF FORT BEND S

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, Fort Bend County contemplates holding an election on proposed constitutional amendments to the Constitution of Texas (at the expense of Fort Bend County) on the 7th day of November, 1989; and

WHEREAS, the City contemplates holding an election for the selection of the elective officers of the City (at the expense of the City on the same (above) date; 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 elections and to compensate Fort Bend County for such use and to share in certain other expenses connected with such elections; 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 compensation for operators 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 \$400.00; and

WHEREAS, the number of registered voters in those voting precincts which lie within the limits of the City is more or less ten thousand (10,000) voters, the fair and reasonable charge for the printing of 10,000 ballots for the City is \$2500.00. Any additional cost incurred in the correction or overprinting of ballots to add names not on the original ballot layout will be paid by the City; and

WHEREAS, the fair and reasonable rental value of each ballot can is Four and No/100 Dollars (\$4.00) per day; and

WHEREAS, the fair and reasonable charge for the transportation of voted ballots and election returns is \$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 \$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 the limits 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 the limits 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:

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 both the election held at the expense of Fort Bend County and 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 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 rent or otherwise provide for all the voting places contemplated by Paragraph I hereof.

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
1
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 branch 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 Fort Bend County and the elections held at the expense of the City. The City shall re-imburse the County Clerk for the wages of one (1) clerk for each precinct which lies within the limits of the City for a total of eleven (11) clerks.

AS PER ORIGINAL

XI.

It is hereby agreed that the City's total obligation to the County Clerk for stated services and equipment shall be Four Thousand Four Hundred Sixty Three and No/100 Dollars (\$4,463.00), and the City hereby agrees to pay said amount to the County Clerk within five (5) 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 5 day of October, 1989, 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 11 day of October, 1989, 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;

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 Michael H. Myers
Assistant City Attorney

CITY OF HOUSTON

By Billy J. [Signature]
Mayor

ATTEST:

[Signature]
City Secretary

COUNTERSIGNED:

By Warren Osborne
City Controller

November 22, 1989

ANNUAL CONTRACT FOR THE PURCHASE OF MILK FOR THE FORT BEND COUNTY JAIL AND
JUVENILE DETENTION FACILITY. BID #90-001.

<u>COMPANY</u>	<u>BID PRICE</u> <u>PER 1/2 PINT</u>	<u>DELIVERY DAYS</u>
DAIRY DIST. CO. 309 LOESCHER SEALY, TX 77474	\$.147	TUESDAY & FRIDAY TO BOTH JAIL & JUVENILE
SCHEPPS DAIRY P.O. BOX 55587 HOUSTON, TX 77255	\$.2100	TUESDAY & FRIDAY TO BOTH JAIL & JUVENILE

ANNUAL CONTRACT TO PROVIDE BREAD TO THE FORT BEND COUNTY JAIL AND
JUVENILE DETENTION. BID #90-002.

<u>COMPANY</u>	<u>BREAD</u>	<u>HOT DOG BUNS</u>	<u>HAMBURGER BUNS</u>	<u>POOR BOY BUNS</u>
SCHOTT'S BACKERY, INC. P.O. BOX 7568 HOUSTON, TX 77270	\$.62/1.5#	\$.90/12 PK.	\$.79/8 PK. \$.09875 EA. \$.5925/6 PK.	\$.63/6 PK.
TOTAL (DERIVED BY ADDING ONE PACKAGE OF EACH OF THE FOUR ITEMS):				\$2.7425
RAINBO BAKING CO. 4104 LEELAND AVE HOUSTON, TX 77023	\$.68/1.5#	\$.83/12 PK.	\$.58/6 PK. \$.09666 EA.	\$.72/6 PK.
TOTAL (DERIVED BY ADDING ONE PACKAGE OF EACH OF THE FOUR ITEMS):				\$2.81

FORT BEND COUNTY**FOOD****JAIL/JUVENILE****BID #90-003****1 JANUARY 1990****THRU****31 DECEMBER 1990****(RENEWABLE)**

ANNUAL CONTRACT FOR FOOD JAIL/JUVENILE. BID NUMBER 90-003.
INDEX OF ITEMS

ITEM NUMBER	ITEM DESCRIPTION
1.00	SPAGHETTI & MEATBALLS
1.01	MEAT LOAF WITH TOMATO SAUCE
1.02	SLICED BEEF WITH GRAVY
1.03	TURKEY & DRESSING WITH GRAVY
1.04	FISH FILLETS (BREADED)
1.05	SALISBURY STEAK WITH GRAVY
1.06	FRIED CHICKEN
1.07	CHOPPED BEEF WITH GRAVY
1.08	CHICKEN WITH NOODLES IN SAUCE
1.09	MACARONI & BEEF IN TOMATO SAUCE
1.10	VEAL PARMIGIAN WITH TOMATO SAUCE
1.11	BEANS & FRANKS IN TOMATO SAUCE
1.12	MEXICAN COMBINATION DINNER
1.13	WESTERN DINNER (CHAR-BROILED PATTY)
2.00	SCRAMBLED EGGS WITH LINK SAUSAGE
2.01	PANCAKES WITH LINK SAUSAGE
2.02	FRENCH TOAST WITH LINK SAUSAGE
3.00	COFFEE
4.00	DRINK MIX - CHERRY FLAVOR
4.01	DRINK MIX - GRAPE FLAVOR

ANNUAL CONTRACT FOR FOOD JAIL/JUVENILE. BID NUMBER 90-003.
INDEX OF ITEMS

ITEM NUMBER	ITEM DESCRIPTION
4.02	DRINK MIX - PUNCH FLAVOR
4.03	DRINK MIX - LEMONADE FLAVOR
5.00	HOT CHOCOLATE MIX
6.00	ORANGE JUICE
7.00	CEREAL
8.00	COOKIES - CHOCOLATE CHIP
8.01	COOKIES - OATMEAL
8.02	COOKIES - SUGAR
9.00	SYRUP
10.00	SALAMI
11.00	BOLOGNA
12.00	PIZZA
13.00	CHEESE
14.00	CHILI WITHOUT BEANS
15.00	MACARONI AND CHEESE
16.00	SLOPPY JOE BARBECUE SAUCE WITH BEEF
17.00	SPAGHETTI SAUCE WITH GROUND BEEF
18.00	FRANKS
19.00	CHARBROILED BEEF PATTIES
20.00	CHARBROILED MEATLOAF

ANNUAL CONTRACT FOR FOOD JAIL/JUVENILE. BID NUMBER 90-003.
INDEX OF ITEMS

ITEM NUMBER	ITEM DESCRIPTION
21.00	CHUNK LIGHT TUNA (IN WATER)
22.00	SMOKIE LINKS SAUSAGE
23.00	SMOKED SAUSAGE
24.00	BAR-B-QUE
25.00	FROZEN EGG PRODUCT
26.00	FROZEN BAKING POWDER BISCUITS
27.00	FLOUR TORTILLAS
28.00	TATOR TOTS (GEMS)
29.00	DICED RED SWEET PEPPER
30.00	PAM LIQUID FOOD RELEASE
31.00	REYNOLDS FILM (PLASTIC WRAP)
32.00	REYNOLDS FOIL
33.00	BEANS
34.00	PORK AND BEANS
35.00	RANCH STYLE BEANS
36.00	CARROTS
37.00	CORN
38.00	CORN
39.00	MIXED VEGETABLES
40.00	POTATOES

ANNUAL CONTRACT FOR FOOD JAIL/JUVENILE. BID NUMBER 90-003.
INDEX OF ITEMS

ITEM NUMBER	ITEM DESCRIPTION
41.00	POTATOES
42.00	POTATOES
43.00	GREENS
44.00	GREENS
45.00	TOMATOES
46.00	TOMATOES
47.00	TOMATOE PASTE
48.00	TOMATO SAUCE
49.00	PEACHES
50.00	PEACHES*
51.00	APPLES
52.00	FRUIT COCKTAIL
53.00	PINEAPPLE
54.00	PINEAPPLE
55.00	PEARS
56.00	APPLESAUCE
57.00	OATMEAL
58.00	FLOUR
59.00	SPAGHETTI
60.00	MACARONI

ANNUAL CONTRACT FOR FOOD JAIL/JUVENILE. BID NUMBER 90-003.
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ITEM NUMBER	ITEM DESCRIPTION
61.00	POTATOES
62.00	POTATOES
63.00	PEPPER
64.00	PEPPER
65.00	SALT
66.00	SALT
67.00	SUGAR
68.00	SUGAR
69.00	POWDERED SUGAR
70.00	BROWN SUGAR
71.00	SALAD DRESSING
72.00	SALAD DRESSING
73.00	MUSTARD
74.00	MUSTARD
75.00	CATSUP
76.00	CATSUP
77.00	RELISH
78.00	PICKLES
79.00	WORCHESTERSHIRE SAUCE
80.00	BAKING POWDER

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ITEM NUMBER	ITEM DESCRIPTION
81.00	BAKING SODA
82.00	CINNAMON
83.00	PAPRIKA
84.00	PARSLEY
85.00	CHILI POWDER
86.00	ONIONS
87.00	BEEF BASE
88.00	CHICKEN BASE
89.00	CAKE MIX TYPE 1
90.00	CAKE MIX TYPE 1
91.00	CAKE MIX TYPE 1
92.00	PUDDING
93.00	PUDDING
94.00	PUDDING
95.00	PUDDING
96.00	ONIONS
97.00	LETTUCE
98.00	TOMATOES
99.00	ORANGES
100.00	BANANAS

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ITEM NUMBER	ITEM DESCRIPTION
101.00	CELERY
102.00	GELATIN
103.00	SHORTENING
104.00	OATMEAL
105.00	BROWN GRAVY MIX
106.00	DILL PICKLE RELISH
107.00	COMPLETE CORNBREAD MIX
108.00	DICED POTATOES
109.00	EGGES
110.00	PIONEER OLD FASHION BISCUIT GRAVY MIX
111.00	IMITATION VANILLA FLAVORING
112.00	TEA
113.00	CREAM OF MUSHROOM SOUP
114.00	PEANUT BUTTER
115.00	ENRICHED QUICK GRITS
116.00	CABBAGE
117.00	CARROTS (RAW)
118.00	DRY PINTO BEANS
119.00	ENRICHED WIDE EGG NOODLES
120.00	LONG GRAIN RICE

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ITEM NUMBER	ITEM DESCRIPTION
121.00	CHICKEN-N-DUMPLINGS
122.00	SWEET PEAS
123.00	LIMA BEANS (GREEN)
124.00	FRESH BLACKEYED PEAS
125.00	SEASONING BACON ENDS & PIECES
126.00	PRE-COOKED GOLDEN PATTIES FROZEN
127.00	DEEP FRIED BREADED BEEF PATTY
128.00	TAMALES IN CHILI GRAVY
129.00	BAR-B-QUE SAUCE
130.00	VANILLA WAFER COOKIES (BULK PACK-4#)
131.00	BRILL CHOCOLATE LIGHT AND FLUFFY FROSTING
132.00	QUICK CINNAMON ROLLS WITH ICING
133.00	MALT-O-MEAL
134.00	MINUTE TAPIOCA
135.00	ASSORTED JELLIES (PORTION CONTROL)
136.00	MARGARINE
137.00	JELLIED CRANBERRY SAUCE
138.00	ITALIAN DRESSING (SALAD)
139.00	FRENCH DRESSING (SALAD)
140.00	VINEGAR

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ITEM NUMBER	ITEM DESCRIPTION
141.00	GARLIC POWDER
142.00	OREGANO
143.00	BAYLEAVES
144.00	SWEET BASIL
145.00	ITALIAN SEASONING
146.00	WHITE PEPPER
147.00	POWDERED MILK
148.00	TURKEY ROLL
149.00	HAMBURGER MEAT
150.00	POTATOE CHIPS
151.00	CORN CHIPS (FRITOS)
152.00	CHOPPED BROCCOLI
153.00	SLICED SQUASH
154.00	SALTINE CRACKERS
155.00	HOLLY FARMS PRE-COOKED CHICKEN PATTIES
156.00	TENNESSE PRIDE COOKED SAUSAGE PATTIES
157.00	HERSHEYS BREAKFAST COCOA
158.00	TACO SEASONING MIX
159.00	PICANTE SAUCE
160.00	TACO SHELLS

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ITEM NUMBER	ITEM DESCRIPTION
161.00	PIONEER NON-DAIRY TOPPING

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	PACKAGING	BID PRICE	REMARKS	SORT
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.00	SPAGHETTI & MEATBALLS SPAGHETTI & MEATBALLS SPAGHETTI & MEATBALLS	BANQUET BANQUET BANQUET	12/10 OZ. CASE 12/10 OZ. CASE 12/ 10 OZ. CASE	\$12.200 \$13.600 \$13.800	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600 \$13.800
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.01	MEAT LOAF WITH TOMATO SAUCE MEAT LOAF WITH TOMATO SAUCE MEAT LOAF WITH TOMATO SAUCE	BANQUET BANQUET BANQUET	12/11 OZ. CASE 12/10 OZ. CASE 12/ 10 OZ. CASE	\$12.200 \$13.600 \$13.800	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600 \$13.800
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC.	1.02	SLICED BEER WITH GRAVY SLICED BEER WITH GRAVY	BANQUET BANQUET	12/10 OZ. CASE 12/10 OZ. CASE	\$12.200 \$13.600	PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.03	TURKEY & DRESSING WITH GRAVY TURKEY & DRESSING WITH GRAVY TURKEY & DRESSING WITH GRAVY	BANQUET BANQUET BANQUET	12/11 OZ. CASE 12/10 OZ. CASE 12/ 10.50 OZ. CASE	\$12.200 \$13.600 \$13.800	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600 \$13.800
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.04	FISH FILLETS (BREADED) FISH FILLETS (BREADED) FISH FILLETS (BREADED)	BANQUET BANQUET BANQUET	12/8.5 OZ. CASE 12/10 OZ. CASE 12/8.50 OZ. CASE	\$12.200 \$13.600 \$13.800	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$0.119 \$0.133 \$0.135
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.05	SALISBURY STEAK WITH GRAVY SALISBURY STEAK WITH GRAVY SALISBURY STEAK WITH GRAVY	BANQUET BANQUET BANQUET	12/11 OZ. CASE 12/10 OZ. CASE 12/10 OZ. CASE	\$12.200 \$13.600 \$13.800	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600 \$13.800
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.06	FRIED CHICKEN FRIED CHICKEN FRIED CHICKEN	BANQUET BANQUET BANQUET	12/10 OZ. CASE 12/10 OZ. CASE 12/10 OZ. CASE	\$12.200 \$13.600 \$13.800	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600 \$13.800
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.07	CHOPPED BEER WITH GRAVY CHOPPED BEER WITH GRAVY CHOPPED BEER WITH GRAVY	BANQUET BANQUET BANQUET	12/10 OZ. CASE 12/10 OZ. CASE 12/10 OZ. CASE	\$12.200 \$13.600 \$13.800	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600 \$13.800
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.08	CHICKEN WITH NOODLES IN SAUCE CHICKEN WITH NOODLES IN SAUCE CHICKEN WITH NOODLES IN SAUCE	BANQUET BANQUET BANQUET	12/10 OZ. CASE 12/10 OZ. CASE 12/10 OZ. CASE	\$12.200 \$13.600 \$13.800	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600 \$13.800
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC.	1.09	MACARONI & BEER IN TOMATO SAUCE MACARONI & BEER IN TOMATO SAUCE	BANQUET BANQUET	12/10 OZ. CASE 12/10 OZ. CASE	\$12.200 \$13.600	PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600
GLAZIER FOODS CO.	1.10	VEAL PARMIGIAN WITH TOMATO SAUCE	BANQUET	12/10 OZ. CASE	\$12.200	PRICE PER CASE	\$12.200

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SOBT
BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.10	VEAL PARMIGIAN WITH TOMATO SAUCE VEAL PARMIGIAN WITH TOMATO SAUCE	BANQUET BANQUET	\$13.600 \$13.800	12/10 OZ. CASE 12/10 OZ. CASE	PRICE PER CASE PRICE PER CASE	\$13.600 \$13.800
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.11	BEANS & FRANKS IN TOMATO SAUCE BEANS & FRANKS IN TOMATO SAUCE BEANS & FRANKS IN TOMATO SAUCE	BANQUET BANQUET BANQUET	\$12.200 \$13.600 \$13.800	12/10 OZ. CASE 12/10 OZ. CASE 12/10.25 OZ. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600 \$13.800
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.12	MEXICAN COMBINATION DINNER MEXICAN COMBINATION DINNER MEXICAN COMBINATION DINNER	BANQUET BANQUET BANQUET	\$12.200 \$13.600 \$13.800	12/11 OZ. CASE 12/10 OZ. CASE 12/12 OZ. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600 \$13.800
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	1.13	WESTERN DINNER (CHAR-BROILED PATTY) WESTERN DINNER (CHAR-BROILED PATTY) WESTERN DINNER (CHAR-BROILED PATTY)	BANQUET BANQUET BANQUET	\$12.200 \$13.600 \$13.800	12/11 OZ. CASE 12/10 OZ. CASE 12/10 OZ. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.200 \$13.600 \$13.800
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO.	2.00	SCRANBLED EGGS WITH LINK SAUSAGE SCRANBLED EGGS WITH LINK SAUSAGE	SWANSON SWANSON	\$12.550 \$13.650	12/6.25 OZ. CASE 12/6.75 OZ. CASE	PRICE PER CASE PRICE PER CASE	\$12.550 \$13.650
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO.	2.01	PANCAKES WITH LINK SAUSAGE PANCAKES WITH LINK SAUSAGE	SWANSON SWANSON	\$10.850 \$11.850	12/6 OZ. CASE 12/6 OZ. CASE	PRICE PER CASE PRICE PER CASE	\$10.850 \$11.850
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO.	2.02	FRENCH TOAST WITH LINK SAUSAGE FRENCH TOAST WITH LINK SAUSAGE	SWANSON SWANSON	\$12.550 \$13.690	12/6.5 OZ. CASE 12/6.5 OZ. CASE	PRICE PER CASE PRICE PER CASE	\$12.550 \$13.690
CENTRO AMERICAN COFFE PETERBROTES BROS. COFFEE WHITE SWAN, INC. GLAZIER FOODS CO.	3.00	COFFEE COFFEE COFFEE COFFEE	ALAMO HIGH ROYAL YORK WHITE SWAN PROSTY ACRES	\$1.450 \$1.500 \$2.770 \$3.195	24/1 LB. PER CASE 25/1 LB. CASE 24/1 LB. CASE NOT STATED	PRICE PER LB. PRICE PER POUND PRICE PER POUND PRICE PER POUND	\$1.450 \$1.500 \$2.770 \$3.195
GLAZIER FOODS CO. WHITE SWAN, INC.	4.00	DRINK MIX - CHERRY FLAVOR DRINK MIX - CHERRY FLAVOR	PROSTY ACRES WHITE SWAN	\$12.560 \$14.830	12/24 OZ. CASE 12/24 OZ. CASE	PRICE PER CASE PRICE PER CASE	\$12.560 \$14.830
GLAZIER FOODS CO. WHITE SWAN, INC.	4.01	DRINK MIX - GRAPE FLAVOR DRINK MIX - GRAPE FLAVOR	PROSTY ACRES WHITE SWAN	\$12.560 \$14.830	12/24 OZ. CASE 12/24 OZ. CASE	PRICE PER CASE PRICE PER CASE	\$12.560 \$14.830
GLAZIER FOODS CO. WHITE SWAN, INC.	4.02	DRINK MIX - PUNCH FLAVOR DRINK MIX - PUNCH FLAVOR	PROSTY ACRES WHITE SWAN	\$12.560 \$14.830	12/24 OZ. CASE 12/24 OZ. CASE	PRICE PER CASE PRICE PER CASE	\$12.560 \$14.830
GLAZIER FOODS CO.	4.03	DRINK MIX - LEMONADE FLAVOR	PROSTY ACRES	\$13.170	12/24 OZ. CASE	PRICE PER CASE	\$13.170

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SORT
WHITE SWAN, INC.	4.03	DRINK MIX - LEMONADE FLAVOR	WHITE SWAN	\$14.830	12/24 OZ. CASE	PRICE PER CASE	\$14.830
PETTERLIOTES BROS. CORP	5.00	HOT CHOCOLATE MIX	CARNATION	\$51.350	24/1.5 LB. CASE	PRICE PER CASE	\$0.089
WHITE SWAN, INC.		HOT CHOCOLATE MIX	ROYAL	\$34.270	12/32 OZ. CASE	PRICE PER CASE	\$0.090
GLAZIER FOODS CO.		HOT CHOCOLATE MIX	CARNATION	\$57.160	24/1.5 LB. CASE	PRICE PER CASE	\$0.099
GLAZIER FOODS CO.	6.00	ORANGE JUICE	CAL-TEX	\$9.540	48/6 OZ. CASE	PRICE PER CASE	\$9.540
BRENNAN WHOLESALE GROCERY CO., INC.		ORANGE JUICE	SUNSHINE STATE	\$25.320	48/6 OZ. CASE	PRICE PER CASE	\$25.320
WHITE SWAN, INC.		ORANGE JUICE	WHITE SWAN	\$36.590	12/32 OZ. CASE	PRICE PER CASE	\$36.590
GLAZIER FOODS CO.	7.00	CEREAL	GENERAL MILLS	\$17.440	96 CT. CASE	PRICE PER CASE	\$17.440
WHITE SWAN, INC.		CEREAL	KELLOGG	\$18.330	1/96 CT. CASE	PRICE PER CASE	\$18.330
BRENNAN WHOLESALE GROCERY CO., INC.		CEREAL	KELLOGG	\$23.910	96/1 OZ. CASE	PRICE PER CASE	\$23.910
BRENNAN WHOLESALE GROCERY CO., INC.	8.00	COOKIES - CHOCOLATE CHIP	ROYAL CREST	\$8.480	384 CT. CASE	PRICE PER CASE	\$0.022
PETTERLIOTES BROS. CORP		COOKIES - CHOCOLATE CHIP	MARLBTA	\$8.300	330 CT. CASE	PRICE PER CASE	\$0.025
GLAZIER FOODS CO.		COOKIES - CHOCOLATE CHIP	SUNSHINE	\$16.710	360 CT. CASE	PRICE PER CASE	\$0.046
WHITE SWAN, INC.		COOKIES - CHOCOLATE CHIP	WHITE SWAN	\$15.860	320 CT.	PRICE PER CASE	\$0.049
PETTERLIOTES BROS. CORP	8.01	COOKIES - OATMEAL	MARLBTA	\$8.300	330 CT. CASE	PRICE PER CASE	\$8.300
BRENNAN WHOLESALE GROCERY CO., INC.		COOKIES - OATMEAL	ROYAL CREST	\$8.480	384 CT. CASE	PRICE PER CASE	\$8.480
GLAZIER FOODS CO.		COOKIES - OATMEAL	SUNSHINE	\$12.980	345 CT. CASE	PRICE PER CASE	\$12.980
WHITE SWAN, INC.		COOKIES - OATMEAL	WHITE SWAN	\$14.550	360 CT. CASE	PRICE PER CASE	\$14.550
BRENNAN WHOLESALE GROCERY CO., INC.	8.02	COOKIES - SUGAR	ROYAL CREST	\$8.480	384 CT. CASE	PRICE PER CASE	\$8.480
WHITE SWAN, INC.		COOKIES - SUGAR	WHITE SWAN	\$14.550	360 CT. CASE	PRICE PER CASE	\$14.550
GLAZIER FOODS CO.		COOKIES - SUGAR	SUNSHINE	\$14.630	405 CT. CASE	PRICE PER CASE	\$14.630
WHITE SWAN, INC.	9.00	SYRUP	SEBY-A-PORTION	\$7.730	100/1.5 OZ. CASE	PRICE PER CASE	\$0.051
PETTERLIOTES BROS. CORP		SYRUP	SEBY	\$9.000	100/1.5 OZ. CASE	PRICE PER CASE	\$0.060
GLAZIER FOODS CO.		SYRUP	PPI	\$4.730	100/.75 OZ. CASE	PRICE PER CASE	\$0.063
BRENNAN WHOLESALE GROCERY CO., INC.		SYRUP	FROSTY ACERS	\$10.180	100/1.5 OZ. CASE	PRICE PER CASE	\$0.067
DIEZI'S WHOLESALE MEAT CO.	10.00	SALAMI	GOOCH	\$1.190	2/8 LB. CASE	PRICE PER POUND	\$1.190
BRENNAN WHOLESALE GROCERY CO., INC.		SALAMI	DECKER	\$1.350	10 LB. CASE	PRICE PER POUND	\$1.350
DITTA MEAT CO.		SALAMI	GOOCH	\$1.390	1/12 LB. CASE	PRICE PER POUND	\$1.390
GLAZIER FOODS CO.		SALAMI	ARMOUR	\$1.415	12 LB. CASE	PRICE PER POUND	\$1.415
WHITE SWAN, INC.		SALAMI	JOHN MORELL	\$1.720	2/12 LB. CASE	PRICE PER POUND	\$1.720

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SOFT
DIEZT'S WHOLESALE MEAT CO. WHITE SWAN, INC.	11.00	BOLOGNA BOLOGNA BOLOGNA BOLOGNA	GOOCH JOHN NORELL GOOCH DECKER ARMOUR	\$1.090 \$1.180 \$1.250 \$1.250 \$1.309	2/8 LB. CASE 2/12 LB. CASE 1/12 LB. CASE 13 LB. CASE 14 LB. CASE	PRICE PER POUND PRICE PER POUND PRICE PER POUND PRICE PER POUND PRICE PER POUND	\$1.090 \$1.180 \$1.250 \$1.250 \$1.390
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO.	12.00	PIZZA PIZZA PIZZA	TONY'S SABAFASSO TONY'S	\$34.890 \$37.380 \$40.980	96/4 X 6 CASE 1/96 CT. CASE 96/5.1 OZ. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$34.890 \$37.380 \$49.980
DITTA MEAT CO. GLAZIER FOODS CO.	13.00	CHEESE CHEESE CHEESE	PACKER FROSTY ACRES WHITE SWAN	\$2.050 \$2.100 \$2.390	6/5 LB. CASE 6/5 LB. CASE 4/5 LB. CASE	PRICE PER POUND PRICE PER POUND PRICE PER POUND	\$2.050 \$2.100 \$2.390
GLAZIER FOODS CO. PETHERIOTES BROS. COFFEE WHITE SWAN, INC.	14.00	CHILI WITHOUT BEANS CHILI WITHOUT BEANS CHILI WITHOUT BEANS	UNKNOWN CHER MATE LA CORIDA	\$37.950 \$40.500 \$45.180	8/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$37.950 \$40.500 \$45.180
PETHERIOTES BROS. COFFEE WHITE SWAN, INC.	15.00	MACARONI AND CHEESE MACARONI AND CHEESE	CHER MATE CHER MATE	\$30.000 \$39.440	6/10 LB. CASE 6/16 LB. CASE	PRICE PER CASE PRICE PER CASE	\$30.000 \$39.440
PETHERIOTES BROS. COFFEE GLAZIER FOODS CO.	16.00	SLOPPY JOE BARBECUE SAUCE WITH BEER SLOPPY JOE BARBECUE SAUCE WITH BEER	CHER MATE CHER MATE	\$46.500 \$49.720	6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$46.500 \$49.720
GLAZIER FOODS CO. WHITE SWAN, INC.	17.00	SPAGHETTI SAUCE WITH GROUND BEEF SPAGHETTI SAUCE WITH GROUND BEEF	DEMOSPH WHITE SWAN	\$21.750 \$30.930	6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$21.750 \$30.930
GLAZIER FOODS CO. WHITE SWAN, INC.	18.00	FRANKS FRANKS FRANKS FRANKS	UNKNOWN JOHN NORELL GOOCH DECKER GOOCH	\$10.500 \$10.890 \$10.900 \$14.900 \$15.900	10 LB. CASE 1/10 LB. CASE 10 LB. CASE 10 LB. CASE 1/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$10.500 \$10.890 \$10.900 \$14.900 \$15.900
BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO.	19.00	CHARBROILED BEEF PATTIES CHARBROILED BEEF PATTIES CHARBROILED BEEF PATTIES CHARBROILED BEEF PATTIES	FROSTY ACRES Q.T.F. QUIL-TO-FIX ZARTIC GORGES	\$15.640 \$24.570 \$24.950 \$16.640 \$28.240	53/3 OZ. CASE 96/2.50 OZ. CASE 96/2.54 OZ. CASE 67/2.4 OZ. CASE 102/2.66 OZ. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$0.098 \$0.102 \$0.103 \$0.104 \$0.104

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SOFT
DITTA MEAT CO. GLAZIER FOODS CO. WHITE SWAN, INC.	20.00	CHARBROILED MEATLOAF CHARBROILED MEATLOAF CHARBROILED MEATLOAF	Q.T.F. GORGES CAMPBELL	\$24.200 \$20.250 \$44.320	76/3.5 OZ. CASE 40/3.5 OZ. CASE 3/5.5 #	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$0.090 \$0.144 \$0.167
DITTA MEAT CO. GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC.	21.00	CHUNK LIGHT TUNA (IN WATER) CHUNK LIGHT TUNA (IN WATER) CHUNK LIGHT TUNA (IN WATER) CHUNK LIGHT TUNA (IN WATER)	CELEBRITY ROLAND STARKIST WHITE SWAN	\$35.500 \$39.500 \$41.170 \$41.530	6/66.5 OZ. CASE 6/66.5 OZ. CASE 6/66.5 OZ. CASE 6/66.5 OZ. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$35.500 \$39.500 \$41.170 \$41.530
GLAZIER FOODS CO. WHITE SWAN, INC. DITTA MEAT CO.	22.00	SMOKED LINKS SAUSAGE SMOKED LINKS SAUSAGE SMOKED LINKS SAUSAGE	DOUBLE B WHITE SWAN GOOCH	\$16.960 \$18.160 \$19.900	160/1 OZ. CASE 1/10 LB. CASE 1/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$16.960 \$18.160 \$19.900
BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC. GLAZIER FOODS CO. DITTA MEAT CO.	23.00	SMOKED SAUSAGE SMOKED SAUSAGE SMOKED SAUSAGE SMOKED SAUSAGE	DECKER WHITE SWAN DOUBLE B GOOCH	\$13.900 \$15.380 \$16.500 \$17.900	10 LB. CASE 1/10 LB. CASE 50 CT. CASE 1/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$13.900 \$15.380 \$16.500 \$17.900
WHITE SWAN, INC. DITTA MEAT CO. GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC.	24.00	BAR-B-QUE BAR-B-QUE BAR-B-QUE BAR-B-QUE	DOUBLE B SADDLERS HICKORY HOLLOW POPEYE'S	\$30.270 \$47.700 \$21.000 \$25.500	4/5 LB. CASE 6/5 LB. CASE 2/5 LB. CASE 2/5 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$1.513 \$1.590 \$2.100 \$2.550
GLAZIER FOODS CO. WHITE SWAN, INC. DIRZI'S WHOLESALE MEAT CO.	25.00	FROZEN EGG PRODUCT FROZEN EGG PRODUCT FROZEN EGG PRODUCT	PROSTY ACRES ROYAL BREAK-A-MORE DOUBLE B	\$20.170 \$23.850 \$27.500	6/5 LB. CASE 6/5 LB. CASE 4/5 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$20.170 \$23.850 \$27.500
GLAZIER FOODS CO. WHITE SWAN, INC.	26.00	FROZEN BAKING POWDER BISCUITS FROZEN BAKING POWDER BISCUITS	BRIDGEFORD PILLSBURY	\$7.500 \$10.770	10/12 CT. CASE 4/30 CT. CASE	PRICE PER CASE PRICE PER CASE	\$7.500 \$10.770
WHITE SWAN, INC. GLAZIER FOODS CO.	27.00	FLOUR TORTILLAS FLOUR TORTILLAS	RODRIGUEZ R-R	\$13.750 \$19.730	18/20 CT. CASE 24/12 CT. CASE	PRICE PER CASE PRICE PER CASE	\$13.750 \$19.730
BRENNAN WHOLESALE GROCERY CO., INC. DIRZI'S WHOLESALE MEAT CO. WHITE SWAN, INC. GLAZIER FOODS CO.	28.00	TATOR TOTS (GERS) TATOR TOTS (GERS) TATOR TOTS (GERS) TATOR TOTS (GERS)	PROSTY ACRES LOGAN INTERNATIONAL WHITE SWAN CARMATION	\$12.270 \$13.500 \$14.860 \$15.420	6/5 LB. CASE 6/5 LB. CASE 6/5 LB. CASE 6/5 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.270 \$13.500 \$14.860 \$15.420
BRENNAN WHOLESALE GROCERY CO., INC.	29.00	DICED RED SWEET PEPPER	BETTY ANN	\$21.510	24/303 (16 OZ.)	PRICE PER CASE	\$21.510

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	UNIT
GLAZIER FOODS CO. WHITE SWAN, INC.	29.00	DICED RED SWEET PEPPER DICED RED SWEET PEPPER	FROSTY ACRES WHITE SWAN	\$21.900 \$21.940	24/#303 CASE 24/303	PRICE PER CASE PRICE PER CASE	\$21.900 \$21.940
WHITE SWAN, INC. GLAZIER FOODS CO.	30.00	PAN LIQUID FOOD RELEASE PAN LIQUID FOOD RELEASE	WESSON PAN	\$14.500 \$19.900	6/17 OZ. CASE 6/14 OZ. CASE	PRICE PER CASE PRICE PER CASE	\$14.500 \$19.900
GLAZIER FOODS CO. WHITE SWAN, INC.	31.00	REYNOLDS FILM (PLASTIC WRAP) REYNOLDS FILM (PLASTIC WRAP) REYNOLDS FILM (PLASTIC WRAP)	REYNOLDS WHITE SWAN ALCAN	\$12.540 \$13.590 \$14.000	18" X 2000' ROLL 18" X 2000' ROLL 18" X 2000' ROLL	PRICE PER ROLL PRICE PER ROLL PRICE PER ROLL	\$12.540 \$13.590 \$14.000
PETHELIOTES BROS. CORP GLAZIER FOODS CO. WHITE SWAN, INC.	32.00	REYNOLDS FOIL REYNOLDS FOIL REYNOLDS FOIL	BORDEN REYNOLDS WHITE SWAN	\$45.500 \$47.450 \$50.720	18" X 1000' ROLL 18" X 1000' ROLL 18" X 1000' ROLL	PRICE PER ROLL PRICE PER ROLL PRICE PER ROLL	\$45.500 \$47.450 \$50.720
GLAZIER FOODS CO. WHITE SWAN, INC.	33.00	BRANS BRANS	ROBAIR WHITE SWAN	\$14.950 \$19.190	6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$14.950 \$19.190
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO. WHITE SWAN, INC.	34.00	PORK AND BRANS PORK AND BRANS PORK AND BRANS	BUSH ROBAIR WHITE SWAN	\$12.740 \$14.500 \$15.640	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.740 \$14.500 \$15.640
WHITE SWAN, INC. GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC.	35.00	RANCH STYLE BRANS RANCH STYLE BRANS RANCH STYLE BRANS	LA COMIDA ROBAIR RANCH STYLE	\$15.050 \$15.200 \$16.970	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$15.050 \$15.200 \$16.970
GLAZIER FOODS CO. WHITE SWAN, INC.	36.00	CARROTS CARROTS	HAPPY CHIEF WHITE SWAN	\$15.640 \$15.920	6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$15.640 \$15.920
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO. WHITE SWAN, INC.	37.00	CORN CORN CORN	FROSTY ACRES ROBAIR WHITE SWAN	\$23.870 \$27.900 \$28.080	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$23.870 \$27.900 \$28.080
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO. WHITE SWAN, INC.	38.00	CORN CORN CORN	FROSTY ACRES ROBAIR WHITE SWAN	\$19.700 \$22.950 \$26.400	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$19.700 \$22.950 \$26.400
BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC. GLAZIER FOODS CO.	39.00	MIXED VEGETABLES MIXED VEGETABLES MIXED VEGETABLES	FROSTY ACRES WHITE SWAN ROBAIR	\$15.390 \$17.540 \$18.900	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$15.390 \$17.540 \$18.900

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SOBT
GLAZIER FOODS CO. WHITE SWAN, INC.	40.00	POTATOES POTATOES	ROBAIR WHITE SWAN	\$14.400 \$14.950	6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$14.400 \$14.950
GLAZIER FOODS CO. WHITE SWAN, INC.	41.00	POTATOES POTATOES	ROBAIR WHITE SWAN	\$14.000 \$16.500	6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$14.000 \$16.500
GLAZIER FOODS CO. WHITE SWAN, INC.	42.00	POTATOES POTATOES	HAPPY CHEF WHITE SWAN	\$20.170 \$20.560	6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$20.170 \$20.560
GLAZIER FOODS CO. WHITE SWAN, INC.	43.00	GREENS GREENS	ROBAIR WHITE SWAN	\$11.950 \$12.560	6/10 LB. CASE 6.10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$11.950 \$12.560
WHITE SWAN, INC. GLAZIER FOODS CO.	44.00	GREENS GREENS	WHITE SWAN ROBAIR	\$11.760 \$11.950	6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$11.760 \$11.950
BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC. GLAZIER FOODS CO.	45.00	TOMATOES TOMATOES TOMATOES	GARDEN DELIGHT WHITE SWAN GARDEN DELIGHT	\$14.170 \$17.740 \$17.940	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$14.170 \$17.740 \$17.940
WHITE SWAN, INC. GLAZIER FOODS CO.	46.00	TOMATOES TOMATOES	PACERR LABBL HUNTS	\$18.720 \$24.620	6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$18.720 \$24.620
PETERBRIOTES BROS. COFFEE BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO. WHITE SWAN, INC.	47.00	TOMATOE PASTE TOMATOE PASTE TOMATOE PASTE TOMATOE PASTE	HEINZ HUNT'S HEINZ HUNTS	\$27.500 \$28.270 \$29.940 \$31.840	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$27.500 \$28.270 \$29.940 \$31.840
BRENNAN WHOLESALE GROCERY CO., INC. PETERBRIOTES BROS. COFFEE GLAZIER FOODS CO. WHITE SWAN, INC.	48.00	TOMATO SAUCE TOMATO SAUCE TOMATO SAUCE TOMATO SAUCE	PROSTY ACRES CONFADINA ROBAIR HUNTS	\$14.170 \$16.000 \$16.500 \$16.710	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$14.170 \$16.000 \$16.500 \$16.710
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO. WHITE SWAN, INC.	49.00	PEACHES PEACHES PEACHES	PROSTY ACRES PROSTY ACRES WHITE SWAN	\$19.250 \$22.950 \$25.790	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$19.250 \$22.950 \$25.790
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO. WHITE SWAN, INC.	50.00	PEACHES PEACHES PEACHES	PROSTY ACRES ROBAIR WHITE SWAN	\$19.250 \$22.950 \$24.300	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$19.250 \$22.950 \$24.300

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SOBT
GLAZIER FOODS CO. WHITE SWAN, INC.	51.00	APPLES APPLES	PROSTY ACRES VATER LILLY	\$18.340 \$18.420	6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$18.340 \$18.420
BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC. GLAZIER FOODS CO.	52.00	FRUIT COCKTAIL FRUIT COCKTAIL FRUIT COCKTAIL	PROSTY ACRES WHITE SWAN PROSTY ACRES	\$22.000 \$26.440 \$26.500	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$22.000 \$26.440 \$26.500
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC.	53.00	PINEAPPLE PINEAPPLE PINEAPPLE	PACKER LABEL DEL MONTE WHITE SWAN	\$18.940 \$21.250 \$25.560	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$18.940 \$21.250 \$25.560
GLAZIER FOODS CO. WHITE SWAN, INC. BRENNAN WHOLESALE GROCERY CO., INC.	54.00	PINEAPPLE PINEAPPLE PINEAPPLE	DOLE WHITE SWAN PROSTY ACRES	\$16.750 \$17.390 \$21.250	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$16.750 \$17.390 \$21.250
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO. WHITE SWAN, INC.	55.00	PEARS PEARS PEARS	PROSTY ACRES ROBAIR WHITE SWAN	\$20.250 \$23.000 \$24.580	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$20.250 \$23.000 \$24.580
GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC.	56.00	APPLESAUCE APPLESAUCE APPLESAUCE	PROSTY ACRES PROSTY ACRES WHITE SWAN	\$14.250 \$15.770 \$16.250	6/10 LB. CASE 6/10 LB. CASE 6/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$14.250 \$15.770 \$16.250
WHITE SWAN, INC. GLAZIER FOODS CO.	57.00	OATMEAL OATMEAL	WHITE SWAN MARTHA WHITE	\$3.680 \$4.530	1/25 LB. BAG 25 LB. CASE	PRICE PER CASE PRICE PER CASE	\$3.680 \$4.530
WHITE SWAN, INC. GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC.	58.00	FLOUR FLOUR FLOUR	WHITE SWAN GENERAL MILLS MARTHA WHITE	\$4.130 \$4.200 \$14.500	1/25 LB. BAG 25 LB. CASE 5/10 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$4.130 \$4.200 \$14.500
GLAZIER FOODS CO. WHITE SWAN, INC.	59.00	SPAGHETTI SPAGHETTI	PROSTY ACRES WHITE SWAN	\$5.800 \$5.880	10 LB. CASE 1/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$5.800 \$5.880
GLAZIER FOODS CO. WHITE SWAN, INC.	60.00	MACARONI MACARONI	PROSTY ACRES WHITE SWAN	\$5.800 \$5.880	10 LB. CASE 1/10 LB. CASE	PRICE PER CASE PRICE PER CASE	\$5.800 \$5.880
WHITE SWAN, INC. GLAZIER FOODS CO. PETTERIOTIS BROS. COFFEE	61.00	POTATORS POTATORS POTATORS	WHITE SWAN IDAHOAN CANNATION	\$28.040 \$28.590 \$32.000	4/5 LB. CASE 4/5 LB. CASE 4/5 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$28.040 \$28.590 \$32.000

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SORT
PETHERIOTES BROS. COFFEE	62.00	POTATOES	CARNATION	\$26.500	6/10 LB. CASE	PRICE PER CASE	\$26.500
WHITE SWAN, INC.		POTATOES	WHITE SWAN	\$28.760	6/10 LB. CASE	PRICE PER CASE	\$28.760
GLAZIER FOODS CO.		POTATOES	FRENCHS	\$28.840	6/10 CASE	PRICE PER CASE	\$28.840
PETHERIOTES BROS. COFFEE	63.00	PEPPER	ROYAL YORK	\$4.000	1 LB.	PRICE PER POUND	\$4.000
WHITE SWAN, INC.		PEPPER	WHITE SWAN	\$4.860	1/16 OZ. CASE	PRICE PER POUND	\$4.860
BRENNAN WHOLESALE GROCERY CO., INC.		PEPPER	PROSTY ACRES	\$5.060	1 LB.	PRICE PER POUND	\$5.060
GLAZIER FOODS CO.		PEPPER	ROBAIR	\$5.480	16 OZ. CASE	PRICE PER POUND	\$5.480
GLAZIER FOODS CO.	64.00	PEPPER	PROSTY ACRES	\$8.640	3000 CT. CASE	PRICE PER CASE	\$8.640
WHITE SWAN, INC.		PEPPER	WHITE SWAN	\$11.590	3/1000 CT. CASE	PRICE PER CASE	\$11.590
PETHERIOTES BROS. COFFEE		PEPPER	SEVY	\$23.000	6/1000 CT. CASE	PRICE PER CASE	\$23.000
WHITE SWAN, INC.	65.00	SALT	WHITE SWAN	\$6.380	24/26 OZ. CASE	PRICE PER POUND	\$6.380
GLAZIER FOODS CO.		SALT	PROSTY ACRES	\$6.900	24/26 OZ. CASE	PRICE PER POUND	\$6.900
GLAZIER FOODS CO.	66.00	SALT	PROSTY ACRES	\$4.430	3000 CT. CASE	PRICE PER CASE	\$4.430
WHITE SWAN, INC.		SALT	WHITE SWAN	\$5.440	3/1000 CT. CASE	PRICE PER CASE	\$5.440
PETHERIOTES BROS. COFFEE		SALT	SEVY	\$15.000	6/1000 CT. CASE	PRICE PER CASE	\$15.000
GLAZIER FOODS CO.	67.00	SUGAR	IMPERIAL	\$25.940	6/10 LB. CASE	PRICE PER CASE	\$25.940
PETHERIOTES BROS. COFFEE		SUGAR	IMPERIAL	\$26.000	12/5 LB. CASE	PRICE PER CASE	\$26.000
WHITE SWAN, INC.		SUGAR	WHITE SWAN	\$0.440	6/10 LB. BAGS	PRICE PER POUND	\$0.440
GLAZIER FOODS CO.	68.00	SUGAR	GLAZIER	\$7.140	2000 CT. CASE	PRICE PER CASE	\$7.140
WHITE SWAN, INC.		SUGAR	WHITE SWAN	\$7.480	1/2000 CT. CASE	PRICE PER CASE	\$7.480
PETHERIOTES BROS. COFFEE		SUGAR	IMPERIAL	\$7.500	1/2000 CT. CASE	PRICE PER CASE	\$7.500
GLAZIER FOODS CO.	69.00	POWDERED SUGAR	IMPERIAL	\$10.240	25 LB.	PRICE PER 25 LB.	\$0.400
WHITE SWAN, INC.		POWDERED SUGAR	WHITE SWAN/IMPERIAL	\$0.690	12/2 LB. CASE	PRICE PER POUND	\$0.690
GLAZIER FOODS CO.	70.00	BROWN SUGAR	IMPERIAL	\$10.440	25 LB.	PRICE PER 25 LB.	\$0.417
WHITE SWAN, INC.		BROWN SUGAR	WHITE SWAN/IMPERIAL	\$0.650	12/2 LB. CASE	PRICE PER POUND	\$0.650
GLAZIER FOODS CO.	71.00	SALAD DRESSING	PROSTY ACRES	\$5.150	200/ 9 GM. CASE	PRICE PER CASE	\$5.150
WHITE SWAN, INC.		SALAD DRESSING	WHITE SWAN	\$6.780	200 CASE	PRICE PER CASE	\$6.780
PETHERIOTES BROS. COFFEE		SALAD DRESSING	SEVY	\$7.500	1/2000	PRICE PER CASE	\$7.500
GLAZIER FOODS CO.	72.00	SALAD DRESSING	ROBAIR	\$11.880	4/1 GAL. CASE	PRICE PER CASE	\$11.880

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SOBT
WHITE SWAN, INC. PTHERIOTES BROS. COFFEY	72.00	SALAD DRESSING SALAD DRESSING	WHITE SWAN CAMELLIA	\$12.170 \$14.500	4/1 GAL. CASE 4/1 GAL. CASE	PRICE PER CASE PRICE PER CASE	\$12.170 \$14.500
GLAZIER FOODS CO. WHITE SWAN, INC. BRENNAN WHOLESALE GROCERY CO., INC. PTHERIOTES BROS. COFFEY	73.00	MUSTARD MUSTARD MUSTARD MUSTARD	PROSTY ACRES WHITE SWAN PROSTY ACRES SEBY	\$2.000 \$2.250 \$2.880 \$6.300	200/5.5 GH CASE 200 CS. 200/5.5 GHM CASE 1/500 CT. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$2.000 \$2.250 \$2.880 \$6.300
WHITE SWAN, INC. GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO. PTHERIOTES BROS. COFFEY	74.00	MUSTARD MUSTARD MUSTARD MUSTARD	WHITE SWAN BOBAIR PROSTY ACRES PIKNIK CAMELLIA	\$6.220 \$6.240 \$1.820 \$8.940 \$9.000	4/1 GAL. CASE 4/1 GAL. CASE 1/1 GAL. 4/1 GAL. CASE 4/1 GAL. CASE	PRICE PER CASE PRICE PER CASE PRICE PER GAL. PRICE PER CASE PRICE PER CASE	\$6.220 \$6.240 \$7.280 \$8.940 \$9.000
GLAZIER FOODS CO. PTHERIOTES BROS. COFFEY BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC.	75.00	CATSUP CATSUP CATSUP CATSUP	PROSTY ACRES SEBY PROSTY ACRES WHITE SWAN	\$14.060 \$8.700 \$4.200 \$4.730	1000 CT. 1/500 CT. CASE 200/9 GR. CASE 200 CT. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$0.014 \$0.017 \$0.021 \$0.023
GLAZIER FOODS CO. PTHERIOTES BROS. COFFEY WHITE SWAN, INC.	76.00	CATSUP CATSUP CATSUP	BOBAIR HEINZ HUNTS	\$19.480 \$21.000 \$22.560	0/10 LB. CASE 6/10 LB. CASE 6/10 CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$19.480 \$21.000 \$22.560
WHITE SWAN, INC. GLAZIER FOODS CO. PTHERIOTES BROS. COFFEY	77.00	RELISH RELISH RELISH	SEBY-A-PORTION PROSTY ACRES BORDEN SEBY	\$5.730 \$5.900 \$7.150	200 CT. CASE 200/9 GH. CASE 1/200 CT. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$5.730 \$5.900 \$7.150
WHITE SWAN, INC. PTHERIOTES BROS. COFFEY GLAZIER FOODS CO.	78.00	PICKLES PICKLES PICKLES	HEINZ CROWN VILASIC PROSTY ACRES	\$20.210 \$9.500 \$10.200	6/10 LB. CASE 5 GAL. BUCKET 5 GAL. CASE	PRICE PER CASE PRICE PER BUCKET PRICE PER CASE	\$0.336 \$1.900 \$2.040
WHITE SWAN, INC. GLAZIER FOODS CO. BRENNAN WHOLESALE GROCERY CO., INC.	79.00	VORCHESTERSHIRE SAUCE VORCHESTERSHIRE SAUCE VORCHESTERSHIRE SAUCE	WHITE SWAN BOBAIR FRENCH	\$10.010 \$10.420 \$4.290	4/1 GAL. CASE 4/1 GAL. CASE 1/1 GAL.	PRICE PER CASE PRICE PER CASE PRICE PER GALLON	\$10.010 \$10.420 \$17.160
GLAZIER FOODS CO. WHITE SWAN, INC.	80.00	BAKING POWDER BAKING POWDER	CLABBER GIRL WHITE SWAN	\$29.400 \$1.660	6/5 LB. CASE 6/32 OZ. CASE	PRICE PER CASE PRICE PER POUND	\$0.380 \$1.660
BRENNAN WHOLESALE GROCERY CO., INC.	81.00	BAKING SODA	ARM & HAMMER	\$11.280	24/16 OZ. CASE	PRICE PER CASE	\$0.470

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SOFT
WHITE SWAN, INC. GLAZIER FOODS CO.	81.00	BAKING SODA BAKING SODA	WHITE SWAN PACKER LABEL	\$0.480 \$12.790	24/1 LB. CASE 24/1 LB. CASE	PRICE PER POUND PRICE PER CASE	\$0.480 \$0.532
BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC. GLAZIER FOODS CO. PETHERLOTES BROS. COFFEE	82.00	CINNAMON CINNAMON CINNAMON CINNAMON	FROSTY ACRES WHITE SWAN ROBAIR FLESTA	\$3.400 \$3.600 \$4.390 \$4.500	1/1 LB. CASE 6/16 OZ. CASE 15 OZ. 1 LB.	PRICE PER POUND PRICE PER POUND PRICE PER POUND PRICE PER POUND	\$3.400 \$3.600 \$4.390 \$4.500
GLAZIER FOODS CO. PETHERLOTES BROS. COFFEE WHITE SWAN, INC.	83.00	PAPRIKA PAPRIKA PAPRIKA	ROBAIR ROYAL YORK WHITE SWAN	\$4.240 \$4.500 \$5.440	1 LB. 1 LB. 6/18 OZ. CASE	PRICE PER POUND PRICE PER POUND PRICE PER POUND	\$4.240 \$4.500 \$5.440
GLAZIER FOODS CO. WHITE SWAN, INC.	84.00	PARSLEY PARSLEY	ROBAIR BASIC AMERICAN	\$5.940 \$8.000	10 OZ. 6/10 OZ. CASE	PRICE PER POUND PRICE PER POUND	\$5.940 \$8.000
WHITE SWAN, INC. PETHERLOTES BROS. COFFEE GLAZIER FOODS CO.	85.00	CHILI POWDER CHILI POWDER CHILI POWDER	WHITE SWAN ROYAL YORK ROBAIR	\$3.360 \$4.500 \$4.800	6/18 OZ. CASE 1 LB. 18 OZ.	PRICE PER POUND PRICE PER POUND PRICE PER POUND	\$3.360 \$4.500 \$4.800
WHITE SWAN, INC. GLAZIER FOODS CO.	86.00	ONIONS ONIONS	WHITE SWAN ROBAIR	\$3.830 \$6.030	6/3 LB. CASE 3 LB. CASE	PRICE PER POUND PRICE PER POUND	\$3.830 \$6.030
GLAZIER FOODS CO. WHITE SWAN, INC. BRENNAN WHOLESALE GROCERY CO., INC.	87.00	BEEF BASE BEEF BASE BEEF BASE	FROSTY ACRES WHITE SWAN FROSTY ACRES	\$21.310 \$1.840 \$2.040	12/1 LB. CASE 12/1 LB. CASE 1/16 OZ. CASE	PRICE PER CASE PRICE PER POUND PRICE PER POUND	\$1.775 \$1.840 \$2.040
GLAZIER FOODS CO. WHITE SWAN, INC.	88.00	CHICKEN BASE CHICKEN BASE CHICKEN BASE	FROSTY ACRES WHITE SWAN FROSTY ACRES	\$21.310 \$1.830 \$1.920	12/1 LB. CASE 12/1 LB. CASE 1/16 OZ. CASE	PRICE PER CASE PRICE PER POUND PRICE PER POUND	\$1.775 \$1.830 \$1.920
GLAZIER FOODS CO. WHITE SWAN, INC.	89.00	CARB MIX TYPE 1 CARB MIX TYPE 1	GOLD MEDAL GEN. MILLS	\$31.560 \$1.230	6/5 LB. CASE 6/5 LB. CASE	PRICE PER CASE PRICE PER POUND	\$1.052 \$1.230
GLAZIER FOODS CO. WHITE SWAN, INC.	90.00	CARB MIX TYPE 1 CARB MIX TYPE 1	GOLD MEDAL GEN. MILLS	\$31.460 \$1.190	6/5 LB. CASE 6/5 LB. CASE	PRICE PER CASE PRICE PER POUND	\$1.048 \$1.190
GLAZIER FOODS CO. WHITE SWAN, INC.	91.00	CARB MIX TYPE 1 CARB MIX TYPE 1	GEN. MILLS GEN. MILLS	\$30.760 \$1.080	6/5 LB. CASE 6/5 LB. CASE	PRICE PER CASE PRICE PER POUND	\$1.025 \$1.080

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SORT
PETHERIOTES BROS. COFFEES WHITE SWAN, INC.	92.00	PUDDING PUDDING	GEN. FOODS GEN. MILLS	\$18.000 \$0.920	12/28 OZ. CASE 12/24 OZ. CASE	PRICE PER CASE PRICE PER POUND	\$0.857 \$0.920
GLAZIER FOODS CO. PETHERIOTES BROS. COFFEES WHITE SWAN, INC.	93.00	PUDDING PUDDING PUDDING	FROSTY ACRES GEN. FOODS WHITE SWAN	\$16.120 \$19.000 \$0.920	12/24 OZ. CASE 12/28 OZ. CASE 12/24 OZ. CASE	PRICE PER CASE PRICE PER CASE PRICE PER POUND	\$0.895 \$0.904 \$0.920
PETHERIOTES BROS. COFFEES WHITE SWAN, INC.	94.00	PUDDING PUDDING	GEN. FOODS WHITE SWAN	\$18.000 \$0.920	12/28 OZ. CASE 12/24 OZ. CASE	PRICE PER CASE PRICE PER POUND	\$0.857 \$0.920
GLAZIER FOODS CO. PETHERIOTES BROS. COFFEES WHITE SWAN, INC.	95.00	PUDDING PUDDING PUDDING	FROSTY ACRES GEN. FOODS WHITE SWAN	\$15.120 \$18.000 \$0.920	12/24 OZ. CASE 12/28 OZ. CASE 12/24 OZ. CASE	PRICE PER CASE PRICE PER CASE PRICE PER POUND	\$0.840 \$0.857 \$0.920
BRENNAN WHOLESALE GROCERY CO., INC.	96.00	ONIONS	VARIOUS	\$4.750	25 LB. BAG	PRICE PER POUND	\$4.750
BRENNAN WHOLESALE GROCERY CO., INC.	97.00	LETTUCE	KING OF HEARTS	\$14.000	24 HEADS CASE	PRICE PER CASE	\$14.000
BRENNAN WHOLESALE GROCERY CO., INC.	98.00	TOMATOES	RED PACES	\$12.000	20 LB. LUG	PRICE PER LUG	\$12.000
BRENNAN WHOLESALE GROCERY CO., INC.	99.00	ORANGES	SUNKIST	\$14.000	38 LB. BOX	PRICE PER BOX	\$14.000
BRENNAN WHOLESALE GROCERY CO., INC.	100.00	HANANAS	DOLE, DEL MONTE, CHIRQUITA	\$14.000	40 LB. BOX	PRICE PER BOX	\$14.000
BRENNAN WHOLESALE GROCERY CO., INC.	101.00	CELERY	VARIOUS	\$14.400	36 STALKS	PRICE PER CASE	\$14.400
GLAZIER FOODS CO. PETHERIOTES BROS. COFFEES WHITE SWAN, INC.	102.00	GELATIN GELATIN GELATIN	JELLO GEN. FOODS JELLO	\$13.180 \$13.500 \$14.740	12/24 OZ. CASE 12/24 OZ. CASE 12/24 OZ. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$13.180 \$13.500 \$14.740
WHITE SWAN, INC. GLAZIER FOODS CO.	103.00	SHORTENING SHORTENING	WHITE SWAN FROSTY ACRES	\$0.470 \$24.100	10/5 LB. CASE 10/5 LB. CASE	PRICE PER POUND PRICE PER CASE	\$0.470 \$0.482
GLAZIER FOODS CO. WHITE SWAN, INC.	104.00	ONIONAL ONIONAL	3-MINUTE KITCHEN BREDI	\$16.010 \$19.130	8/42 OZ. CASE 8/42 OZ. CASE	PRICE PER CASE PRICE PER CASE	\$16.010 \$19.130
PETHERIOTES BROS. COFFEES GLAZIER FOODS CO. WHITE SWAN, INC.	105.00	BROWN GRAVY MIX BROWN GRAVY MIX BROWN GRAVY MIX	TRIO-CARNATION PICHEER WHITE SWAN	\$16.500 \$17.890 \$18.000	8/16 OZ. CASE 6/13 OZ. CASE 6/13 OZ. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$16.500 \$17.890 \$18.000

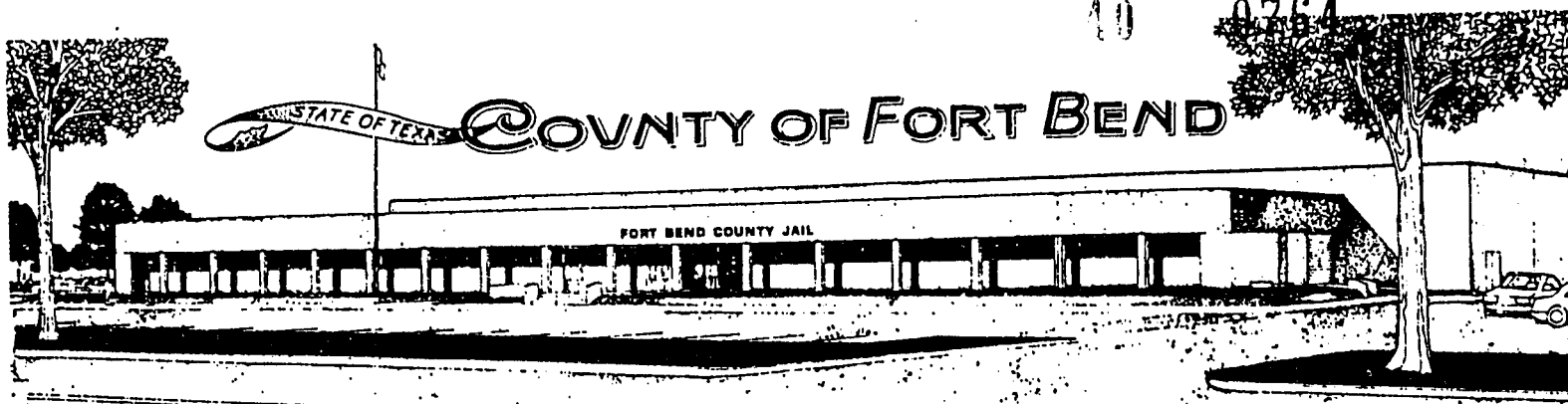
COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	UNIT
BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC. GLAZIER FOODS CO.	106.00	DILL PICKLE RELISH DILL PICKLE RELISH DILL PICKLE RELISH	FROSTY ACRES WHITE SWAN FROSTY ACRES	\$3.390 \$13.960 \$15.340	1/1 GAL. 4/1 GAL. CASE 4/1 GAL. CASE	PRICE PER GAL. PRICE PER CASE PRICE PER CASE	\$13.560 \$13.960 \$15.340
GLAZIER FOODS CO. WHITE SWAN, INC.	107.00	COMPLETE CORNBREAD MIX COMPLETE CORNBREAD MIX	PIONEER WHITE SWAN	\$20.940 \$22.120	6/5 LB. CASE 6/5 LB. CASE	PRICE PER CASE PRICE PER CASE	\$20.940 \$22.120
GLAZIER FOODS CO. WHITE SWAN, INC.	108.00	DICED POTATOES DICED POTATOES	IDAHOAN WHITE SWAN	\$18.730 \$22.040	6/2.5 LB. CASE 6/40 OZ. CASE	PRICE PER CASE PRICE PER CASE	\$18.730 \$22.040
BRENNAN WHOLESALE GROCERY CO., INC. DITTA MEAT CO. GLAZIER FOODS CO.	109.00	EGGS EGGS EGGS	JAKE'S M.G. M-G	\$0.890 \$0.933	15 DOZEN 1/15 DOZEN CASE 15 DOZ.	BID PRICE NOT FIRM SEE BID PRICE PER DOZEN PRICE PER DOZEN	\$0.890 \$0.933
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO. WHITE SWAN, INC. PETTERLOTES BROS. COFFEE	110.00	PIONEER OLD FASHION BISCUIT GRAVY MIX PIONEER OLD FASHION BISCUIT GRAVY MIX PIONEER OLD FASHION BISCUIT GRAVY MIX PIONEER OLD FASHION BISCUIT GRAVY MIX	PIONEER PIONEER WHITE SWAN CHEF-HATTE	\$12.700 \$13.630 \$14.250 \$32.500	6/24 OZ. CASE 6/24 OZ. CASE 6/24 OZ. 6/10	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$12.700 \$13.630 \$14.250 \$32.500
WHITE SWAN, INC. GLAZIER FOODS CO.	111.00	IMITATION VANILLA FLAVORING IMITATION VANILLA FLAVORING	WHITE SWAN FROSTY ACRES	\$9.850 \$12.480	4/1 GAL. CASE 4/1 GAL. CASE	PRICE PER CASE PRICE PER CASE	\$9.850 \$12.480
PETTERLOTES BROS. COFFEE	112.00	TEA	ROYAL YORK	\$16.000	1/100 1 OZ. CASE	PRICE PER CASE	\$16.000
WHITE SWAN, INC. GLAZIER FOODS CO.	113.00	CREAM OF MUSHROOM SOUP CREAM OF MUSHROOM SOUP	CAMPBELLS HEINZ	\$22.640 \$24.900	12/50 OZ. CASE 12/50.5 OZ.	PRICE PER CASE PRICE PER CASE	\$22.640 \$24.900
GLAZIER FOODS CO. WHITE SWAN, INC.	114.00	PEANUT BUTTER PEANUT BUTTER	HOLSUM WHITE SWAN	\$33.240 \$35.430	6/5 LB. CASE 6/5 LB. CASE	PRICE PER CASE PRICE PER CASE	\$33.240 \$35.430
GLAZIER FOODS CO. WHITE SWAN, INC.	115.00	ENRICHED QUICK GRITS ENRICHED QUICK GRITS	3-MINUTE QUAKER	\$20.220 \$23.800	24/24 OZ. CASE 24/24 OZ. CASE	PRICE PER CASE PRICE PER CASE	\$20.220 \$23.800
BRENNAN WHOLESALE GROCERY CO., INC.	116.00	CABBAGE	VARIOUS	\$7.500	50 LB. SACKS	PRICE PER POUND	\$7.500
BRENNAN WHOLESALE GROCERY CO., INC.	117.00	CARROTS (RAW)	VARIOUS	\$10.000	50 LB. BAGS	PRICE PER BAG	\$10.000
WHITE SWAN, INC. GLAZIER FOODS CO.	118.00	DRY PINTO BEANS DRY PINTO BEANS	WHITE SWAN FROSTY ACRES	\$23.400 \$46.840	1/50 LB. CASE 100 LB. SACK	PRICE PER CASE PRICE PER SACK	\$23.400 \$46.840

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SORT
BRENNAN WHOLESALE GROCERY CO., INC.	119.00	ENRICHED WIDE EGG NOODLES	PROSTY ACRES	\$6.950	10 LB. BOX	PRICE PER BOX	\$6.950
GLAZIER FOODS CO.		ENRICHED WIDE EGG NOODLES	PROSTY ACRES	\$7.260	10 LB. BOX	PRICE PER BOX	\$7.260
WHITE SWAN, INC.		ENRICHED WIDE EGG NOODLES	WHITE SWAN	\$7.580	1/10 LB. CASE	PRICE PER CASE	\$7.580
WHITE SWAN, INC.	120.00	LONG GRAIN RICE	ADOLPHUS	\$6.690	1/25 LB. CASE	PRICE PER CASE	\$6.690
GLAZIER FOODS CO.		LONG GRAIN RICE	ADOLPHUS	\$7.200	25 LB. BAG	PRICE PER BAG	\$7.200
BRENNAN WHOLESALE GROCERY CO., INC.	121.00	CHICKEN-N-DUMPLINGS	SECRET SUB	\$25.750	12/48 OZ. CASE	PRICE PER CASE	\$25.750
GLAZIER FOODS CO.		CHICKEN-N-DUMPLINGS	PROSTY ACRES	\$30.360	12/48 OZ.	PRICE PER CASE	\$30.360
WHITE SWAN, INC.		CHICKEN-N-DUMPLINGS	WHITE SWAN	\$34.560	12/48 OZ. CASE	PRICE PER CASE	\$34.560
WHITE SWAN, INC.	122.00	SWERT PEAS	DAPHNE	\$20.550	6/10	PRICE PER CASE	\$20.550
GLAZIER FOODS CO.		SWERT PEAS	ROBAIR	\$22.950	6/10 LB. CASE	PRICE PER CASE	\$22.950
GLAZIER FOODS CO.	123.00	LIMA BEANS (GREEN)	ROBAIR	\$22.260	6/10 LB.	PRICE PER CASE	\$22.250
WHITE SWAN, INC.		LIMA BEANS (GREEN)	WHITE SWAN	\$24.040	6/10 CASE	PRICE PER CASE	\$24.040
GLAZIER FOODS CO.	124.00	FRESH BLACKEYED PEAS	ROBAIR	\$13.560	6/10 LB. CASE	PRICE PER CASE	\$13.560
WHITE SWAN, INC.		FRESH BLACKEYED PEAS	WHITE SWAN	\$15.220	6/10 CASE	PRICE PER CASE	\$15.220
GLAZIER FOODS CO.	125.00	SEASONING BACON ENDS & PIECES	KAN'S	\$1.260	3 LB. BOX	PRICE PER BOX	\$1.260
BRENNAN WHOLESALE GROCERY CO., INC.		SEASONING BACON ENDS & PIECES	WRIGHT'S	\$1.500	10/3 LB. BOX	PRICE PER 3 LB. BOX	\$1.500
WHITE SWAN, INC.		SEASONING BACON ENDS & PIECES	JOHN MORRELL	\$1.770	1/3 LB. CASE	PRICE PER CASE	\$1.770
BRENNAN WHOLESALE GROCERY CO., INC.	126.00	PRE-COOKED GOLDEN PATTIES FROZEN	CHEF REDDY	\$12.930	6/5 LB. CASE	PRICE PER CASE	\$12.930
GLAZIER FOODS CO.		PRE-COOKED GOLDEN PATTIES FROZEN	ORE IDA	\$13.460	120/2.5 OZ. CASE	PRICE PER CASE	\$13.460
GLAZIER FOODS CO.		PRE-COOKED GOLDEN PATTIES FROZEN	ORE IDA	\$13.950	120/2.5 OZ. CASE	PRICE PER CASE	\$13.950
DITTA MEAT CO.	127.00	DEEP FRIED BRANDED BEEF PATTY	Q.T.F.	\$10.990	50/3.20 OZ. CASE	PRICE PER CASE	\$10.990
GLAZIER FOODS CO.		DEEP FRIED BRANDED BEEF PATTY	GOREKS	\$15.690	48/3.5 OZ.	PRICE PER CASE	\$15.690
DIEZT'S WHOLESALE MEAT CO.		DEEP FRIED BRANDED BEEF PATTY	QUICK-TO-FIX	\$19.500	60/3.85 OZ. CASE	PRICE PER CASE	\$19.500
WHITE SWAN, INC.		DEEP FRIED BRANDED BEEF PATTY	CHIX FRIED PATTY	\$21.200	67/3.6 OZ. CASE	PRICE PER CASE	\$21.200
GLAZIER FOODS CO.	128.00	TAMALES IN CHILI GRAVY	GERHARDT	\$31.160	6/10 LB. CASE	PRICE PER CASE	\$31.160
WHITE SWAN, INC.		TAMALES IN CHILI GRAVY	GERHARDT	\$33.040	6/10 CASE	PRICE PER CASE	\$33.040
GLAZIER FOODS CO.	129.00	BAR-B-QUE SAUCE	PROSTY ACRES	\$12.970	4/1 GAL. CASE	PRICE PER CASE	\$12.970
WHITE SWAN, INC.		BAR-B-QUE SAUCE	WHITE SWAN	\$19.200	4/1 GAL. CASE	PRICE PER CASE	\$19.200
BRENNAN WHOLESALE GROCERY CO., INC.		BAR-B-QUE SAUCE	PROSTY ACRES	\$5.330	1/1 GAL	PRICE PER GALLON	\$21.320

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SORT
GLAZIER FOODS CO. WHITE SWAN, INC.	130.00	VANILLA WAFFER COOKIES (BULK PACK-4#) VANILLA WAFFER COOKIES (BULK PACK-4#)	SUNSHINE MADISCO	\$6.180 \$6.600	5 LB. CASE 1/4 LB. CASE	PRICE PER CASE PRICE PER CASE	\$6.180 \$6.600
GLAZIER FOODS CO. WHITE SWAN, INC.	131.00	BELL CHOCOLATE LIGHT AND FLUFFY FROSTING BELL CHOCOLATE LIGHT AND FLUFFY FROSTING	BELL GM	\$36.960 \$32.120	35 LB. BUCKET 2/11 LB. CASE	PRICE PER BUCKET PRICE PER CASE	\$1.056 \$1.460
WHITE SWAN, INC.	132.00	QUICK CINNAMON ROLLS WITH ICING	WHITE SWAN	\$9.180	5/6 CT. 3 OZ.	PRICE PER CASE	\$9.180
BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC. GLAZIER FOODS CO.	133.00	MALT-O-MEAL MALT-O-MEAL MALT-O-MEAL	MALT-O-MEAL QUICK MALT-O-MEAL MALT-O-MEAL	\$28.530 \$33.590 \$33.600	18/28 OZ. CASE 18/28 OZ. CASE 18/28 OZ. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$28.530 \$33.590 \$33.600
PETERBROTHERS BROS. COFFEE WHITE SWAN, INC.	134.00	MINUTE TAPIOCA MINUTE TAPIOCA	GEN. FOODS MINUTE	\$42.000 \$39.670	6/5 LB. CASE 4/5 LB. CASE	PRICE PER CASE PRICE PER CASE	\$1.400 \$1.983
WHITE SWAN, INC. GLAZIER FOODS CO. PETERBROTHERS BROS. COFFEE	135.00	ASSORTED JELLIES (PORTION CONTROL) ASSORTED JELLIES (PORTION CONTROL) ASSORTED JELLIES (PORTION CONTROL)	WHITE SWAN FROSTY ACRES SEBY	\$4.680 \$4.900 \$7.000	200/.5 OZ. CASE 200/.5 OZ. CASE 1/200 CT. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$4.680 \$4.900 \$7.000
WHITE SWAN, INC. GLAZIER FOODS CO. DITTA MEAT CO.	136.00	MARGARINE MARGARINE MARGARINE	WHITE SWAN DELTA PACBER	\$9.780 \$10.500 \$12.500	30/1 LB. CASE 30/1 LB. CASE 30/1 LB. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$9.780 \$10.500 \$12.500
BRENNAN WHOLESALE GROCERY CO., INC. GLAZIER FOODS CO. WHITE SWAN, INC.	137.00	JELLIED CRANBERRY SAUCE JELLIED CRANBERRY SAUCE JELLIED CRANBERRY SAUCE	RED & WHITE OCEAN SPRAY OCEAN SPRAY	\$25.200 \$28.950 \$29.770	6/10 CASE 6/10 LB. CASE 6/10	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$25.200 \$28.950 \$29.770
WHITE SWAN, INC. GLAZIER FOODS CO.	138.00	ITALIAN DRESSING (SALAD) ITALIAN DRESSING (SALAD)	WHITE SWAN ROBAIR	\$19.260 \$21.560	4/1 GAL. CASE 4/1 GAL. CASE	PRICE PER CASE PRICE PER CASE	\$19.260 \$21.560
WHITE SWAN, INC. GLAZIER FOODS CO. PETERBROTHERS BROS. COFFEE	139.00	FRENCH DRESSING (SALAD) FRENCH DRESSING (SALAD) FRENCH DRESSING (SALAD)	WHITE SWAN ROBAIR CAMELLIA	\$13.940 \$21.400 \$21.500	4/1 GAL. CASE 4/1 GAL. CASE 4/1 GAL. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$13.940 \$21.400 \$21.500
BRENNAN WHOLESALE GROCERY CO., INC. WHITE SWAN, INC. PETERBROTHERS BROS. COFFEE GLAZIER FOODS CO.	140.00	VINEGAR VINEGAR VINEGAR VINEGAR	NATIONAL WHITE SWAN CAMELLIA ROBAIR	\$7.620 \$5.380 \$9.000 \$9.600	6/1 GAL. CASE 4/1 GAL. CASE 6/1 GAL. CASE 6/1 GAL. CASE	PRICE PER CASE PRICE PER CASE PRICE PER CASE PRICE PER CASE	\$1.270 \$1.345 \$1.500 \$1.600

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SORT
PETERBROTHERS BROS. COFFEER	141.00	GARLIC POWDER	BASIC	\$3.500	1 LB. CONT.	PRICE PER CONT.	\$0.021
WHITE SWAN, INC.		GARLIC POWDER	WHITE SWAN	\$3.590	1/19 OZ. CONT.	PRICE PER CONT.	\$0.188
BRENNAN WHOLESALE GROCERY CO., INC.		GARLIC POWDER	FROSTY ACRES	\$3.600	1/19 OZ. CONT.	PRICE PER CONT.	\$0.189
GLAZIER FOODS CO.		GARLIC POWDER	ROBAIR	\$3.980	19 OZ. CONT.	PRICE PER CONT.	\$0.209
PETERBROTHERS BROS. COFFEER	142.00	OREGANO	ROYAL YORK	\$7.000	1 LB. BAG	PRICE PER BAG	\$0.438
GLAZIER FOODS CO.		OREGANO	ROBAIR	\$5.820	13 OZ. CONT.	PRICE PER CONT.	\$0.417
WHITE SWAN, INC.		OREGANO	WHITE SWAN	\$3.510	1/5 OZ. CONT.	PRICE PER CONT.	\$0.702
WHITE SWAN, INC.	143.00	BAYLEAVES	WHITE SWAN	\$5.840	1/12 OZ. CONT.	PRICE PER CONT.	\$0.486
GLAZIER FOODS CO.		BAYLEAVES	ROBAIR	\$4.080	2 OZ. CONT.	PRICE PER CONT.	\$2.040
WHITE SWAN, INC.	144.00	SWEET BASIL	WHITE SWAN	\$2.940	1/5.5 OZ. CONT.	PRICE PER CONT.	\$2.940
GLAZIER FOODS CO.		SWEET BASIL	ROBAIR	\$3.010	5 OZ. CONT.	PRICE PER CONT.	\$3.010
WHITE SWAN, INC.	145.00	ITALIAN SEASONING	WHITE SWAN	\$12.030	1/28 OZ. CONT.	PRICE PER CONT.	\$0.429
GLAZIER FOODS CO.		ITALIAN SEASONING	ROBAIR	\$4.020	6 OZ. CONT.	PRICE PER CONT.	\$0.670
PETERBROTHERS BROS. COFFEER	146.00	WHITE PEPPER	ROYAL YORK	\$6.500	1 LB. CONT.	PRICE PER CONT.	\$6.500
WHITE SWAN, INC.		WHITE PEPPER	WHITE SWAN	\$7.220	1/17 OZ. CONT.	PRICE PER CONT.	\$7.220
GLAZIER FOODS CO.		WHITE PEPPER	ROBAIR	\$8.430	18 OZ. CONT.	PRICE PER CONT.	\$8.430
WHITE SWAN, INC.	147.00	POWDERED MILK	LAND-O-LAKE	\$62.270	1/50 LB. SACK	PRICE PER SACK	\$62.270
GLAZIER FOODS CO.		POWDERED MILK	AMPL	\$80.900	50 LB. SACK	PRICE PER SACK	\$80.900
WHITE SWAN, INC.	148.00	TURKEY ROLL	BIL MAR	\$21.080	2/10 LB. BOX	PRICE PER BOX	\$21.080
GLAZIER FOODS CO.		TURKEY ROLL	FROSTY ACRES	\$23.040	2/10 LB. CASE	PRICE PER CASE	\$23.040
BRENNAN WHOLESALE GROCERY CO., INC.		TURKEY ROLL	BIL MAR	\$26.280	2/9 LB. BOX	PRICE PER BOX	\$26.280
DIETTA MEAT CO.		TURKEY ROLL	LONGMONT	\$31.800	2/10 LB. BOX	PRICE PER BOX	\$31.800
DIETZ'S WHOLESALE MEAT CO.	149.00	HAMBURGER MEAT	DIETZ'S	\$1.190	2/10 LB. CASE	PRICE PER POUND	\$1.190
DIETTA MEAT CO.		HAMBURGER MEAT	DIETTA	\$1.250	8/5 LB. CASE	PRICE PER POUND	\$1.250
GLAZIER FOODS CO.		HAMBURGER MEAT	PACKER LABEL	\$1.584	2/10 LB. CASE	PRICE PER POUND	\$1.584
WHITE SWAN, INC.		HAMBURGER MEAT	WHITE SWAN	\$13.830	2/5 LB. CASE	PRICE PER POUND	\$13.830
GLAZIER FOODS CO.	150.00	POTATOE CHIPS	BUFFLEBS	\$8.710	6/1 LB. CASE	PRICE PER CASE	\$8.710
WHITE SWAN, INC.		POTATOE CHIPS	BUFFLEBS	\$9.020	6/1 LB. CASE	PRICE PER CASE	\$9.020
GLAZIER FOODS CO.	151.00	CORN CHIPS (FRITOS)	FRITOS	\$9.500	8/1 LB. CASE	PRICE PER CASE	\$9.500

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	BRAND NAME	BID PRICE	PACKAGING	REMARKS	SOBT
WHITE SWAN, INC.	151.00	CORN CHIPS (FRITOS)	FRITOS	\$9.770	8/1 LB. CASE	PRICE PER CASE	\$9.770
BRENNAN WHOLESALE GROCERY CO., INC.	152.00	CHOPPED BROCCOLI	FROSTY ACRES	\$8.540	6/2.5 LB. BOX	PRICE PER BOX	\$0.569
GLAZIER FOODS CO.		CHOPPED BROCCOLI	FROSTY ACRES	\$19.470	12/2.5 LB. CASE	PRICE PER CASE	\$0.649
WHITE SWAN, INC.		CHOPPED BROCCOLI	WHITE SWAN	\$14.110	1/20 LB. CASE	PRICE PER CASE	\$0.705
BRENNAN WHOLESALE GROCERY CO., INC.	153.00	SLICED SQUASH	FROSTY ACRES	\$10.060	1/20 LB. BOX	PRICE PER BOX	\$10.060
WHITE SWAN, INC.		SLICED SQUASH	WHITE SWAN	\$11.390	1/20 LB. CASE	PRICE PER CASE	\$11.390
GLAZIER FOODS CO.		SLICED SQUASH	FROSTY ACRES	\$11.500	20 LB. BOX	PRICE PER BOX	\$11.500
GLAZIER FOODS CO.	154.00	SALTINE CRACKERS	SUNSHINE	\$7.200	500/ 2 PK. CASE	PRICE PER CASE	\$7.200
BRENNAN WHOLESALE GROCERY CO., INC.		SALTINE CRACKERS	FROSTY ACRES	\$7.480	500/2'S CASE	PRICE PER CASE	\$7.480
WHITE SWAN, INC.		SALTINE CRACKERS	WHITE SWAN	\$8.140	500/2 CT. CASE	PRICE PER CASE	\$8.140
GLAZIER FOODS CO.	155.00	HOLLY FARMS PRE-COOKED CHICKEN PATTIES	HOLLY FARMS	\$33.300	100/3.3 OZ. CASE	PRICE PER CASE	\$0.100
WHITE SWAN, INC.		HOLLY FARMS PRE-COOKED CHICKEN PATTIES	TYSON	\$20.300	60/3 OZ. CASE	PRICE PER CASE	\$0.112
BRENNAN WHOLESALE GROCERY CO., INC.		HOLLY FARMS PRE-COOKED CHICKEN PATTIES	TYSON	\$22.850	60/3 OZ. CASE	PRICE PER CASE	\$0.126
BRENNAN WHOLESALE GROCERY CO., INC.	156.00	TENNESSE PRIDE COOKED SAUSAGE PATTIES	FROSTY ACRES	\$7.890	1/6 LB. 1.5 OZ. CASE	PRICE PER CASE	\$7.890
GLAZIER FOODS CO.		TENNESSE PRIDE COOKED SAUSAGE PATTIES	TENN. PRIDE	\$24.950	192/1 OZ. CASE	PRICE PER CASE	\$24.950
WHITE SWAN, INC.		TENNESSE PRIDE COOKED SAUSAGE PATTIES	KENTUCKY FARMS	\$28.120	1/12 LB. CASE	PRICE PER CASE	\$28.120
DLTMA MEAT CO.		TENNESSE PRIDE COOKED SAUSAGE PATTIES	RUDY'S FARM	\$28.500	12 LB. CASE	PRICE PER CASE	\$28.500
WHITE SWAN, INC.	157.00	HERSHEY'S BREAKFAST COCOA	WHITE SWAN	\$9.570	1/5 LB. CASE	PRICE PER CASE	\$9.570
GLAZIER FOODS CO.		HERSHEY'S BREAKFAST COCOA	HERSHEY	\$12.500	5 LB. CASE	PRICE PER CASE	\$12.500
GLAZIER FOODS CO.	158.00	TACO SEASONING MIX	LAWRY'S	\$14.100	6/9 OZ. CASE	PRICE PER CASE	\$14.100
WHITE SWAN, INC.		TACO SEASONING MIX	LAWRY'S	\$14.690	6/9 OZ. CASE	PRICE PER CASE	\$14.690
BRENNAN WHOLESALE GROCERY CO., INC.	159.00	PICANTE SAUCE	SAUCES UNLIMITED	\$5.180	1/1 GAL. CASE	PRICE PER GALLON	\$20.720
WHITE SWAN, INC.		PICANTE SAUCE	LA CONIDA	\$22.590	4/1 GAL. CASE	PRICE PER CASE	\$22.590
PETHELOTES BROS. COFFEE		PICANTE SAUCE	CARNATION	\$25.500	4/1 GAL. CASE	PRICE PER CASE	\$25.500
GLAZIER FOODS CO.		PICANTE SAUCE	PACE	\$27.950	4/1 GAL. CASE	PRICE PER CASE	\$27.950
WHITE SWAN, INC.	160.00	TACO SHELLS	LA CONIDA	\$6.810	200 CT. CASE	PRICE PER CASE	\$6.810
GLAZIER FOODS CO.		TACO SHELLS	FROSTY ACRES	\$7.500	200 CT/ CASE	PRICE PER CASE	\$7.500
GLAZIER FOODS CO.	161.00	PIONEER NON-DAIRY TOPPING	PIONEER	\$15.780	6/16 OZ.	PRICE PER CASE	\$15.780
WHITE SWAN, INC.		PIONEER NON-DAIRY TOPPING	PIONEER	\$16.300	6/16 OZ. CASE	PRICE PER CASE	\$16.300



GUS GEORGE, SHERIFF

November 22, 1989

Mr. John Hammett
Fort Bend County
Purchasing Agent
County Courthouse
Richmond, Texas 77469


Dear Mr. Hammett:

Per correspondence received concerning review of bid items for milk, bread, groceries, and uniforms for the Fort Bend County Jail/Sheriff Department, below is this department's recommendations.

1. Milk, Dairy Dist. Co.
2. Bread, Schott's Bakery, Inc.
3. Groceries, Low Bid Each Item
4. Uniforms, Low Bid Each Item
5. Hats, Al Uniform Supply

If any further information is needed, please feel free to call.

Sincerely,


Thomas J. Sparkman
Chief Deputy

TJS/jj

ANNUAL CONTRACT FOR THE PURCHASE OF UNIFORMS, LEATHER, AND HATS FOR EMPLOYEES OF THE FORT BEND COUNTY SHERIFF'S DEPARTMENT. BID #90-005.

<u>COMPANY</u>	<u>ITEM #1</u> <u>TROUSERS</u>	<u>ITEM #2</u> <u>MEN'S LONG</u> <u>SLEEVE SHIRT</u>	<u>ITEM #3</u> <u>LADIES LONG</u> <u>SLEEVE SHIRT</u>	<u>ITEM #4</u> <u>MEN'S SHORT</u> <u>SLEEVE SHIRT</u>	<u>ITEM #5</u> <u>LADIES SHORT</u> <u>SLEEVE SHIRT</u>	<u>ITEM #6</u> <u>POLICE REV.</u> <u>WINDBREAKER</u>	<u>ITEM #7</u> <u>TIE</u>	<u>ITEM #8</u> <u>RIVER BELT</u>
UNIFORMS OF TEXAS 600 N. SHEPHERD #112 HOUSTON, TX 77007	\$30.25/EA. #37203	\$26.50/EA. #12029	\$26.50/EA. #12039	\$23.75/EA. #02029	\$23.75/EA. #02039	\$61.95/EA. #345	\$2.50/EA. #60001	\$25.50/EA. #200
AL. UNIFORM SUPPLY 3605 WILLOWBEND #540 HOUSTON, TX 77054	\$39.50/EA. MARTIN'S UNIFORM	\$33.50/EA. MARTIN'S UNIFORM	\$31.50/EA. MARTIN'S UNIFORM	\$30.50/EA. MARTIN'S UNIFORM	\$29.75/EA. MARTIN'S UNIFORM	\$94.75/EA. MARTIN'S UNIFORM	\$7.50/EA. MARTIN'S UNIFORM	\$61.50/EA. MARTIN'S UNIFORM

<u>COMPANY</u>	<u>ITEM #8</u> ALLSTAR HOISTEE	<u>ITEM #9</u> HANDCUFF CASE	<u>ITEM #10</u> SPEED LOADER (DOUBLE)	<u>ITEM #11</u> CLIP CASE (DOUBLE)	<u>ITEM #12</u> BELT KEEPER (DOUBLE SNAP)	<u>ITEM #12A</u> BELT KEEPER (FOUR SNAP)	<u>ITEM #13</u> CAR DUTY JACKET	<u>ITEM #14</u> WINTER UNIFORM HAT	<u>ITEM #14A</u> SUMMER UNIFORM HAT
UNIFORMS OF TEXAS	\$38.50/EA. #310	\$15.75/EA. #HC1	\$16.75/EA. #SL2	\$18.25/EA. #302	\$2.00/EA. #K-1	\$3.75/EA. #K-4	\$79.90/EA. #265	NO BID	NO BID
AL. UNIFORM SUPPLY	\$35.75/EA. MARTIN'S UNIFORM	\$22.25/EA. MARTIN'S UNIFORM	\$25.75/EA. MARTIN'S UNIFORM	\$30.75/EA. MARTIN'S UNIFORM	\$7.50/EA. MARTIN'S UNIFORM	\$12.75/EA. MARTIN'S UNIFORM	\$120.75/EA. MARTIN'S UNIFORM	\$88.50/EA. MARTIN'S UNIFORM	\$63.75/EA. MARTIN'S UNIFORM

0767

COMPANY

TOTAL BID PRICE
BASED ON ONE OF EACH BID ITEM
UNIFORMS AND LEATHER

TOTAL BID PRICE
BASED ON ONE OF EACH BID ITEM
SUMMER AND WINTER UNIFORM HATS

10

UNIFORMS OF TEXAS
600 N. SHEPHERD #112
HOUSTON, TX

\$405.60

NO BID

AL UNIFORM SUPPLY
3605 WILLOWBEND #540
HOUSTON, TX 77054

\$584.00

\$152.25

FORT BEND COUNTY

**ROAD MATERIALS
EARTHEN TYPE**

BID #90-009

**1 JANUARY 1990
THRU**

30 JUNE 1990

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COMPANY NAME	CONTACT PERSON	PHONE NUMBER
AMERICAN MATERIALS, INC.	JERRY L. BERRY	(713) 499-1551
ANGLETON ASPHALT CORP.	MARVIN MEIER	(409) 849-4391
AUSTIN WHITE LIME CO.	DOROTHY WARREN	(800) 553-LIME
BASE MATERIALS, INC.	BILL BEETS	(713) 578-1055
CAGLE CRUSHED CONCRETE, INC.	ROB CAGLE	(713) 896-9340
DAMON QUARRY, INC.	JOHN DUKE	(713) 432-7098
DRAVO BASIC MATERIALS CO., INC.	DICK GAGE	(713) 672-9441
JONES G. FINKE, INC.	LAWRENCE KAINER	(713) 498-2822
KING CONSTRUCTION MATERIALS CO., INC.	JAMES G. KING	(409) 478-6583
M & M GRAVEL SALES, INC.	GARY REESE	(409) 543-3791
PRIHODA GRAVEL CO.	ANTHONY PRIHODA	(409) 234-5124
SOUTHWEST ASPHALT MATERIALS, INC.	LAWRENCE KAINER	(713) 498-2822
TEXAS LIME CO.	JERRY HOLBROOK	(800) 772-8000
TEXAS LUMBER AND CONSTRUCTION CO.	R.M. DVORAK	(409) 732-2063
WHITE'S MINES DIV - VULCAN MATERIALS CO.	GARY EAGLE	(512) 349-3311
ZBRANEK BROS.	CLARENCE ZBRANEK	(409) 758-3389

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
1.0	ASPHALT STABILIZED BASE: THD #292, BLACK BASE.	AMERICAN MATLS., INC.	2122 HWY 90A, MISSOURI CITY, TX.	\$1.25 + \$0.10	\$20.45	\$21.25	\$21.75	\$20.25	\$20.25	\$19.75	\$18.00	\$18.00	\$5.00	PRICE PER TON
		ANGLETON ASPHALT CORP.	820 S. FRONT, ANGLETON, TX.	\$1.25 + \$0.10	\$26.30	\$28.40	\$29.00	\$27.40	\$28.95	\$27.75	\$23.00	\$23.00	\$5.00	PRICE PER TON
		DRAYO BASIC MATLS. CO., INC.	GALENA PARK & PH529 HOUSTON	*	\$23.10	\$23.62	\$24.59	\$29.91	\$27.57	\$23.10	\$19.00	\$19.00		PRICE PER TON
		JONES G. FINKB, INC.	ROSENBERG/SEALY	\$1.10 + \$0.10	\$19.10	\$17.20	\$17.60	\$17.50	\$17.00	\$18.10	\$15.90	\$15.90	\$5.00	PRICE PER TON
		SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$1.10 + \$0.10	\$19.10	\$17.20	\$17.60	\$17.50	\$17.00	\$18.00	\$15.90	\$15.90	\$5.00	PRICE PER TON

*PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	HEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
2.1	CEMENT STABILIZED BASE: THD #274 GYPSUM AGGREGATE	NO BIDS RECEIVED												

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - KARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
2.2	CEMENT STABILIZED BASE: TBD #274 LIGHTWEIGHT AGGREGATE: 5% CEMENT MIN.	JONES G. PINEK, INC.	ROSENBERG/SEALY	\$1.00 + \$0.15	\$27.00	\$24.00	\$24.50	\$24.50	\$23.00	\$25.00		\$21.00	\$6.00	PRICE PER TON

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
3.0	CEMENT STABILIZED BEDDING	NO BIDS RECEIVED											
	WATL 50% CALCIUM												
	SULFATE, 43% BANK SAND, 7%												
	CEMENT												

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CHABB	FULSHEAR	WEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
4	CEMENT STABILIZED GRAVEL BASE: THD #274, 3% CEMENT MIN., PUGMILL MIXED.	ANGLETON ASPHALT CORP.	BRAZORIA CTY RD 39, OFF FH 1462	\$1.25 + \$0.10	\$12.90	\$12.90	\$15.00	\$12.90	\$12.90	\$13.75		\$10.25	\$8.00	PRICE PER TON
		DRAVO BASIC MATLS. CO., INC.	GALENA PARK & FW529 HOUSTON	*	\$14.61	\$15.22	\$13.81	\$16.61	\$15.39	\$14.61		\$11.00		PRICE PER TON; TRAILER DELIVERY
		JONES G. FINKB, INC.	ROSENBERG/SEALY	*	\$12.84	\$11.55	\$11.95	\$11.65	\$11.35	\$11.65		\$9.75	\$3.00	PRICE PER TON

*PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
5.0	CEMENT STABILIZED SAND: 1 SACK, PUGHILL MIXED.	ANGLETON ASPHALT CORP.	BRAZORIA CTY RD 39, OFF FM 1462	\$1.25 + \$0.10	\$10.15	\$10.25	\$12.25	\$10.25	\$10.25	\$11.00		\$8.50	\$7.00	PRICE PER TON; ADD \$1.25 PER 1/2 SACK
		DRAVO BASIC MATLS. CO., INC.	GALENA PARK & FM529 HOUSTON	*	\$12.95	\$13.56	\$12.31	\$15.11	\$13.89	\$12.95		\$9.50		PRICE PER TON; TRAILER DELIVERY
		JONES G. FINEK, INC.	ROSENBERG/SEALY	*	\$11.04	\$9.65	\$10.15	\$9.85	\$9.55	\$9.85		\$7.85	\$5.00	PRICE PER TON; ADD \$1.20 PER 1/2 SACK.

*PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - BARTEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
6.0	COLD MIX LIGHTWEIGHT ASPHALT PAVEMENT, CLASS A: THD #330.	NO BIDS RECEIVED												

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$ ____ FOR THE FIRST MILE AND \$ ____ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
7.0	COLD MIX LIGHTWEIGHT ASPHALT PAVEMENT, TYPE D: THD #330.	NO BIDS RECEIVED												

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
8.1	COLDWELL Limestone ROCK ASPHALT PAVEMENT, CLASS A: THD #330 TYPE A.	WHITES MINES	DABNEY, TX	*	\$30.86					\$30.27		\$13.90		PRICE PER TON (1-4 CARS)
			DABNEY, TX	*		\$29.32	\$30.97		\$28.04		\$28.85	\$13.90		PRICE PER TON (1-9 CARS)
			DABNEY, TX	*	\$29.80					\$29.26		\$13.90		PRICE PER TON (5-9 CARS)
			DABNEY, TX	*	\$28.75	\$28.05	\$28.84		\$26.85	\$28.22	\$27.60	\$13.90		PRICE PER TON (10 CARS)

*RAIL FREIGHT SUBJECT TO INCREASE/DECREASE BY REGULATORY AUTHORITY.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$ ____ FOR THE FIRST MILE AND \$ ____ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
8.2	COLDWIX Limestone ROCK ASPHALT PAVEMENT, CLASS A: THD #330 TYPE C OR CC.	WHITES MINES	DABNEY, TX	*	\$30.36					\$29.77		\$13.40		PRICE PER TON (1-4 CARS)
			DABNEY, TX	*	\$28.25	\$27.55	\$28.34		\$26.35	\$27.72	\$27.10	\$13.40		PRICE PER TON (10 CARS)
			DABNEY, TX	*	\$29.30					\$28.76		\$13.40		PRICE PER TON (5-9 CARS)
			DABNEY, TX	*		\$28.82	\$30.47		\$27.54		\$28.35	\$13.40		PRICE PER TON (1-9 CARS)

*RAIL FREIGHT SUBJECT TO INCREASE/DECREASE BY REGULATORY AUTHORITY.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - BARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
8.3	COLD MIX Limestone ROCK ASPHALT PAVEMENT, CLASS A: THD #330 TYPE D.	WHITES MINES	DABNEY, TX	*		\$29.02	\$30.67		\$27.74		\$28.55	\$13.60		PRICE PER TON (1-9 CARS)
			DABNEY, TX	*	\$28.45	\$27.75	\$28.54		\$26.55	\$27.92	\$27.30	\$13.60		PRICE PER TON (10 CARS)
			DABNEY, TX	*	\$29.50					\$28.96		\$13.60		PRICE PER TON (5-9 CARS)
			DABNEY, TX	*	\$30.56					\$29.97		\$13.60		PRICE PER TON (1-4 CARS)

*RAIL FREIGHT SUBJECT TO INCREASE/DECREASE BY REGULATORY AUTHORITY.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PI/T/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
9.0	DRYSTONE COVERSTONE (LIGHTWEIGHT): THD #303 GRADE 3 MOD.	SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$1.50 + \$0.15	\$25.00	\$23.00	\$22.00	\$25.00	\$23.00	\$22.00		\$18.00	\$15.00	PRICE PER CU. YD.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - BARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
9.1	DRYSTONE COVERSTONE (LIGHTWEIGHT): THD #303 GRADES 4 & 5	SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$1.50 + \$0.15	\$25.00	\$23.00	\$22.00	\$25.00	\$23.00	\$22.00		\$18.00	\$15.00	PRICE PER CU. YD.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
10.1	FLEXIBLE BASE: THD #249 TYPE A - LIMESTONE SCREENINGS.	DRAVO BASIC MATLS. CO., INC.	GALENA PARK & PH529 HOUSTON	*	\$14.45	\$15.06	\$13.81	\$16.61	\$15.39	\$14.45		\$11.00		PRICE PER TON; TRAILER DELIVERY
		JONES G. FINKER, INC.	ROSENBERG/SEALY	\$0.75 + \$0.10	\$11.20	\$9.70	\$9.95	\$9.95	\$9.20	\$10.20		\$8.20	\$3.00	PRICE PER TON
		KING CONSTRUCTION MATLS. CO., INC.	ROSENBERG	\$0.75 + \$0.10	\$11.73	\$10.23	\$10.48	\$10.48	\$9.73	\$10.73		\$8.73	\$1.50	PRICE PER TON

*PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
10.2	FLEXIBLE BASE: THD #249 TYPE A - GRADE 2.	DAMON QUARRY, INC.	DAMON QUARRY	\$1.00 + \$0.09	\$10.53	\$9.76	\$11.00	\$8.72	\$9.76	\$10.65		\$7.00	\$1.45	PRICE PER TON
		DRAVO BASIC MATLS. CO., INC.	GALENA PARK & FM529 HOUSTON	*	\$13.45	\$14.06	\$12.81	\$15.51	\$14.39	\$13.45		\$10.00		PRICE PER TON; TRAILER DELIVERY
		JONES G. FINKB, INC.	ROSENBERG/SEALY/BROOKSHIR E	\$0.75 + \$0.10	\$11.65	\$10.15	\$10.40	\$10.40	\$9.65	\$10.65		\$8.65	\$3.00	PRICE PER TON
		KING CONSTRUCTION MATLS. CO., INC.	ROSENBERG	\$0.75 + \$0.10	\$12.73	\$11.23	\$11.48	\$11.48	\$10.73	\$11.73		\$9.73	\$1.50	PRICE PER TON

*PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - BARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
10.3	FLEXIBLE BASE: THD #249 TYPE B - GRADE 2.	ANGLETON ASPHALT CORP.	BRAZORIA CTY RD 39, OFF FM 1462	\$1.75 + \$0.10	\$11.75	\$10.25	\$13.00	\$10.25	\$10.25	\$11.75		\$9.25	\$6.00	PRICE PER TON
		BASE MATERIALS, INC.	HWY 109, COLUMBUS, TX.	*	\$12.37	\$11.01	\$9.99	\$10.57	\$10.57	\$11.56		\$4.75		PRICE PER TON
		JONES G. FINEKE, INC.	ROSENBERG/SEALY	\$0.75 + \$0.10	\$12.00	\$10.50	\$10.75	\$10.75	\$10.00	\$11.00		\$9.00	\$3.00	PRICE PER TON
		KING CONSTRUCTION MATLS. CO., INC.	ALTAIR	\$0.75 + \$0.10	\$10.54	\$9.00	\$8.82	\$8.82	\$8.82	\$9.84		\$3.75	\$1.50	PRICE PER TON
		M & M GRAVEL SALES	ALTAIR	\$0.095 + \$0.095	\$9.90	\$8.74	\$7.90	\$8.20	\$8.54	\$9.00		\$3.75		PRICE PER TON

*VENDOR REQUIRED TO USE TEXAS RRC TARRIFS IN CERTAIN SITUATIONS, DEPENDING ON JOBSITE.
IN DETERMINING LOW BIDDER ON ANY REQUISITION FOR MATERIALS DELIVERED TO A JOBSITE THE
RRC RATE MUST BE CONSIDERED.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$ ____ FOR THE FIRST MILE AND \$ ____
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
10.4	FLEXIBLE BASE: THD #249 TYPE C - GRADE 2.	NO BIDS RECEIVED												

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	WEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
10.5	FLEXIBLE BASE: LIGHTWEIGHT AGGREGATE - CLASS 1.	JONES G. FINE, INC.	ROSENBERG/SEALY	\$1.25 + \$0.15	\$25.50	\$22.50	\$23.00	\$23.00	\$21.50	\$23.50		\$19.50	\$5.00	PRICE PER CUBIC YARD

MILEAGE COLUMN IS THAT ABOUT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
11.0	FLEXIBLE BASE: THD #248, TYPE A, GRADE 1, CRUSHED CONCRETE.	CAGLE CRUSHED CONCRETE, INC.	5902 BRITTHOORE, HOUSTON, TX	\$1.75 + \$0.10	\$13.00	\$12.30	\$13.30	\$13.30	\$12.50	\$11.50		\$8.60		PRICE PER TON DELIVERED; TRAILER DELIVERY
			5902 BRITTHOORE, HOUSTON, TX	\$2.25 + \$0.125	\$13.80	\$13.10	\$14.10	\$14.10	\$13.40	\$12.40		\$8.60		PRICE PER TON; BOSTAIL DELIVERY

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0791

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
12.0	FLEXIBLE BASE-LINESTONE: GEORGETOWN VARIETY COMPACTED 95%, IN PLACE.	DAMON QUARRY, INC.		\$1.00 + \$0.09								\$9.45	\$1.95	PRICE PER CUBIC YARD
		DRAVO BASIC MATLS. CO., INC.		*								\$10.00		PRICE PER CUBIC TON.
		JONES G. FINKER, INC.		\$1.00 + \$0.14								\$12.25	\$3.00	PRICE PER CUBIC YARD
		KING CONSTRUCTION MATLS. CO., INC.		\$1.00 + \$0.14								\$13.25	\$2.00	PRICE PER CUBIC YARD

*PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
13.0	GRAVEL BASE MATERIAL: PIT KING CONSTRUCTION MATLS. CO., INC.		ALTAIR	\$1.00 + \$0.14	\$10.75	\$8.40	\$8.40	\$8.40	\$8.40	\$9.90		\$1.75	\$2.00	PRICE PER YARD
		H & M GRAVEL SALES	ALTAIR	\$0.095 + \$0.095	\$8.06	\$6.15	\$5.75	\$5.97	\$5.90	\$7.45		\$1.50		PRICE PER CU. YD.
		PRIHODA GRAVEL CO.	ALTAIR	\$0.10 + \$0.10	\$8.05	\$5.83		\$6.20				\$1.80		PRICE PER YARD
		TEXAS LUMBER & CONST. CO. COLUMBUS, TX		\$0.10 + \$0.10	\$11.90	\$9.00	\$8.00	\$9.20	\$9.56	\$10.00		\$2.00		PRICE PER TON <i>Non Spec</i>
		ZERANKE BROS.	ALTAIR	\$0.10 + \$0.10		\$5.85	\$5.70	\$6.30	\$5.75			\$1.40		PRICE PER YARD

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0793

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESHO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
14.0	GRAVEL, RIVER WASHED, 5/8" DIA. MAX.	BASE MATERIALS, INC.	THORSTENBERG MATERIALS	*		\$8.50	\$8.00		\$8.50					PRICE PER YARD
		DRAYO BASIC MATLS. CO., INC.	GALENA PARK & FM529 HOUSTON	**	\$14.45	\$15.06	\$13.81	\$16.61	\$15.39	\$14.61		\$11.00		PRICE PER YARD DELIVERED; PRICE PER TON AT PLANT.

*VENDOR REQUIRED TO USE TEXAS RRC TARRIFFS IN CERTAIN SITUATIONS, DEPENDING ON JOBSITE.
IN DETERMINING LOW BIDDER ON ANY REQUISITION FOR MATERIALS DELIVERED TO A JOBSITE THE
RRC RATE MUST BE CONSIDERED.

**PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING
OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILRAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
15.1	HOT MIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D.	AMERICAN MATLS., INC.	2122 HWY 90A, MISSOURI CITY, TX	\$1.25 + \$0.10								\$21.00	\$5.00	PRICE PER TON
		ANGLETON ASPHALT CORP.	820 S. FRONT, ANGLETON, TX	\$1.25 + \$0.10								\$24.00	\$5.00	PRICE PER TON
		DRAYO BASIC MATLS. CO., INC.	GALENA PARK & FM529 HOUSTON	*								\$20.00		PRICE PER TON
		JONES G. FINKB, INC.	ROSENBERG/SEALY	\$1.10 + \$0.10								\$19.40	\$5.00	PRICE PER TON
		SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$1.10 + \$0.10								\$18.90	\$5.00	PRICE PER TON

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0795

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MILRAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO CRABB	FULSHEAR NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
15.2	HOT MIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D LIGHTWEIGHT.	AMERICAN MATLS., INC.	2122 HWY 90A, MISSOURI CITY, TX	\$1.25 + \$0.10						\$30.00	\$5.00	PRICE PER TON
		SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$1.10 + \$0.10						\$25.00	\$7.00	PRICE PER TON

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - BARTHEM TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
15.3	HOT MIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D-MODIFIED.	AMERICAN MATLS., INC.	2122 HWY 90A, MISSOURI CITY, TX	\$1.25 + \$0.10								\$18.00	\$5.00	PRICE PER TON
		ANGLETON ASPHALT CORP.	820 S. FRONT, ANGLETON, TX	\$1.25 + \$0.10								\$23.00	\$5.00	PRICE PER TON
		DRAYO BASIC MATLS. CO., INC.	GALENA PARK & FM529 HOUSTON	*								\$19.00		PRICE PER TON
		JONES G. FINK, INC.		\$1.10 + \$0.10								\$17.25	\$5.00	PRICE PER TON
		SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$1.10 + \$0.10								\$17.25	\$5.00	PRICE PER TON

*PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
15.4	HOT MIX ASPHALTIC CONCRETE PAVEMENT: THD #340 TYPE D-MODIFIED LIGHTWEIGHT	NO BIDS RECEIVED												

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
16.1	HOT MIX-COLD LAID, ASPHALTIC CONCRETE PAVEMENT: THD #350 TYPE D.	AMERICAN MATLS., INC.	2122 HWY 90A, MISSOURI CITY, TX	\$1.25 + \$0.10	\$26.95	\$27.75	\$28.25	\$26.75	\$26.75	\$26.25		\$24.50	\$5.00	PRICE PER TON
		ANGLETON ASPHALT CORP.	820 S. FRONT, ANGLETON, TX	\$1.25 + \$0.10	\$29.30	\$30.40	\$31.00	\$29.40	\$30.95	\$29.25		\$25.00	\$5.00	PRICE PER TON
		DRAVO BASIC MATLS. CO., INC.	GALENA PARK & FM529 HOUSTON	*	\$31.69	\$32.24	\$30.81	\$33.61	\$32.39	\$31.69		\$28.00		PRICE PER TON
		JONES G. FINKE, INC.	NOT STATED	\$1.00 + \$0.10	\$26.15	\$25.75	\$24.85	\$24.75	\$24.75	\$24.50		\$22.50	\$5.00	PRICE PER TON
		SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$0.75 + \$0.10	\$25.60	\$25.00	\$25.50	\$26.00	\$25.15	\$24.50		\$22.50	\$5.00	PRICE PER TON

*PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
16.2	HOT MIX-COLD LAID, ASPHALTIC CONCRETE PAVEMENT: THD #350 LTWT. AGGREGATE	SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$1.00 + \$0.10	\$39.70	\$39.00	\$38.10	\$40.10	\$39.20	\$38.00		\$36.00	\$7.00	PRICE PER TON

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PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - BARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
17.0	LIGHTWEIGHT, PRECOATED, GR. 4, COVER MATERIAL: THD #303.3 (TON)	SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$1.50 + \$0.20	\$37.00	\$36.00	\$35.00	\$37.00	\$36.00	\$35.00		\$33.00	\$23.00	PRICE PER TON

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
17.1	LIGHTWEIGHT, PRECOATED, GR. 4, COVER MATERIAL: THD #303.3 (YARD)	SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$1.50 + \$0.20	\$29.00	\$27.00	\$26.00	\$29.00	\$27.00	\$26.00		\$22.00	\$15.00	PRICE PER YARD

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
18.0	CRUSHED LIMESTONE BASE MATERIAL: THD #249 TYPE A GRADE 2 OR 3.	DAMON QUARRY, INC.	DAMON QUARRY	\$1.00 + \$0.09	\$10.53	\$9.76	\$11.09	\$8.72	\$9.76	\$10.65		\$7.00	\$1.45	PRICE PER TON
		JONES G. FINKB, INC.	ROSENBERG/SEALY/BROOKSHIRE	\$0.75 + \$0.10	\$11.65	\$10.15	\$10.40	\$10.40	\$9.65	\$10.65		\$8.65	\$3.00	PRICE PER TON
		KING CONSTRUCTION MATLS. CO., INC.	ROSENBERG	\$0.75 + \$0.10	\$12.50	\$11.00	\$11.25	\$11.25	\$10.50	\$11.50		\$9.50	\$1.50	PRICE PER TON

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - BARTHEM TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
19.0	LIMESTONE BASE MATERIAL: DANON VARIETY.	DANON QUARRY, INC.	DANON QUARRY	\$1.00 + \$0.09	\$10.53	\$9.76	\$11.09	\$8.72	\$9.76	\$10.65		\$7.00	\$1.45	PRICE PER TON

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	HERDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
20	LIMESTONE BASE MATERIAL: GEORGETOWN VARIETY.	DRAVO BASIC MATLS. CO., INC.	GALENA PARK & FM529 HOUSTON	*	\$13.45	\$14.06	\$12.81	\$15.61	\$14.39	\$13.45		\$10.00		PRICE PER TON; TRAILER DELIVERY
		JONES G. PINKS, INC.	SEALY/BROOKSHIRE	\$0.75 + \$0.10	\$14.10	\$12.75	\$10.60	\$13.00	\$12.35	\$12.35		\$8.65	\$3.00	PRICE PER TON
		KING CONSTRUCTION MATLS. CO., INC.	ROSENBERG	\$0.75 + \$0.10	\$12.50	\$11.00	\$11.25	\$11.25	\$10.50	\$11.50		\$9.50	\$1.50	PRICE PER TON

*PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
21.0	3% LIME STABILIZED LIMESTONE: PUGHILL MIXED (TON)	DRAVO BASIC MATLS. CO., INC.	GALENA PARK & PM529 HOUSTON	*	\$17.11	\$17.72	\$16.31	\$19.11	\$17.89	\$17.11		\$13.50		PRICE PER TON; TRAILER DELIVERY
		JONES G. FINEK, INC.	SEALY/BROOKSHIRE	\$0.75 + \$0.10	\$16.10	\$14.70	\$15.20	\$14.60	\$14.90	\$13.00		\$13.00	\$3.00	PRICE PER TON

*PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-089

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
21.1	3% LINE STABILIZED LIMESTONE: PUGHILL MIXED (YARD).	JONES G. FINEK, INC.	SEALY/BROOKSHIRE	\$0.75 + \$0.10	\$22.50	\$20.60	\$21.30	\$20.90	\$20.45	\$20.90		\$18.25	\$4.50	PRICE PER YARD

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
22.0	3% LINE STABILIZED BASE MATERIAL TYPE B: THD #249 PUGHILL MIXED (TON).	ANGLETON ASPHALT CORP.	BRAZORIA CTY RD 39 OFF FM 1462	\$1.25 + \$0.10	\$11.75	\$10.25	\$13.00	\$10.25	\$10.25	\$11.75		\$9.25	\$6.00	PRICE PER TON
		BASE MATERIALS, INC.	HVY 109, COLUMBUS, TX.	*	\$12.37	\$11.01	\$9.99	\$10.57	\$10.57	\$11.66		\$4.75		PRICE PER TON
		KING CONSTRUCTION MATLS. CO., INC.	ALTAIR	\$0.75 + \$0.10	\$11.68	\$10.00	\$10.00	\$10.00	\$10.00	\$11.00		\$4.75	\$1.50	PRICE PER TON
		M & M GRAVEL SALES	ALTAIR	\$0.095 + \$0.095	\$12.25	\$10.69	\$9.60	\$10.09	\$10.54	\$11.20		\$5.25		PRICE PER TON

*VENDOR REQUIRED TO USE TEXAS RRC TARRIFS IN CERTAIN SITUATIONS, DEPENDING ON JOBSITE. IN DETERMINING LOW BIDDER ON ANY REQUISITION FOR MATERIALS DELIVERED TO A JOBSITE THE RRC RATE MUST BE CONSIDERED.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - BARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
23	PRECOATED COVERSTONE: PB-3.	ANGLETON ASPHALT CORP.	820 S. FRONT, ANGLETON, TX	\$1.25 + \$0.10	\$28.50	\$29.10	\$30.35	\$28.50	\$29.70	\$28.50		\$25.00		PRICE PER TON
		DRAVO BASIC MATLS. CO., INC.	GALENA PARK & PH529 HOUSTON	**	\$25.95	\$26.56	\$25.31	\$28.11	\$26.89	\$25.95		\$22.50		PRICE PER TON; TRAILER DELIVERY
		JONES G. FINEK, INC.	ROSENBERG	\$0.75 + \$0.10	\$21.50	\$19.75	\$20.25	\$20.25	\$19.50	\$20.65		\$18.50	\$10.00	PRICE PER TON
		SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$0.75 + \$0.10	\$21.25	\$20.75	\$20.25	\$21.75	\$20.75	\$20.25		\$18.25	\$10.00	PRICE PER TON
		WHITES MINES	DABNEY, TX	*	\$24.85	\$24.15	\$24.94		\$22.95	\$24.32	\$23.70	\$10.00		PRICE PER TON (10 CARS)
			DABNEY, TX	*		\$25.42	\$27.07		\$24.14		\$24.95	\$10.00		PRICE PER TON (1-9 CARS)
			DABNEY, TX	*	\$25.90					\$25.36		\$10.00		PRICE PER TON (5-9 CARS)
			DABNEY, TX	*	\$26.96					\$26.37		\$10.00		PRICE PER TON (1-4 CARS)

*RAIL FREIGHT SUBJECT TO INCREASE/DECREASE BY REGULATORY AUTHORITY.

**PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING
OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - BARTEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
23.1	PRECOATED COVERSTONE: PB-4 AND PB-5.	ANGLETON ASPHALT CORP.	820 S. FRONT ANGLETON, TX	\$1.25 + \$0.10	\$28.50	\$29.10	\$30.35	\$28.50	\$29.70	\$28.50		\$25.00		PRICE PER TON
		DRAVO BASIC MATLS. CO., INC.	GALENA PARK & PH529 HOUSTON	**	\$25.95	\$26.56	\$25.31	\$28.11	\$26.89	\$25.95		\$22.50		PRICE PER TON; TRAILER DELIVERY
		JONES G. FINKE, INC.	ROSENBERG	\$0.75 + \$0.10	\$21.50	\$19.75	\$20.25	\$20.25	\$19.50	\$20.65		\$18.50	\$10.00	PRICE PER TON
		SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$0.75 + \$0.10	\$21.25	\$20.75	\$20.25	\$21.75	\$20.75	\$20.25		\$18.25	\$10.00	PRICE PER TON
		WHITES MINES	DABNEY, TX	*	\$25.25	\$24.55	\$25.34		\$23.35	\$24.72	\$24.10	\$10.40		PRICE PER TON (10 CARS)
			DABNEY, TX	*		\$25.82	\$27.47		\$24.54		\$25.35	\$10.40		PRICE PER TON (1-9 CARS)
			DABNEY, TX	*	\$26.30					\$25.76		\$10.40		PRICE PER TON (5-9 CARS)
			DABNEY, TX	*	\$27.36					\$26.77		\$10.40		PRICE PER TON (1-4 CARS)

*RAIL FREIGHT SUBJECT TO INCREASE/DECREASE BY REGULATORY AUTHORITY.

**PRICE PER MILE FROM PLANT TO JOBSITE NOT ON BID. PURCHASES LIMITED TO PICK-UP AT PLANT/PIT/SIDING
OR DELIVERY TO SPECIFIC FORT BEND COUNTY PRECINCT FACILITIES (NONE TO JOBSITES).

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	WEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
														PRICE PER TON
24.1	PROCESSED CRUSHED GRAVEL(PI 20 MIN): THD #249 GRADE W/3% LIME ADDED	BASE MATERIALS, INC.	HWY 109, COLUMBUS, TX.	*	\$12.37	\$11.01	\$9.99	\$10.57	\$10.57	\$11.66		\$4.75		
		KING CONSTRUCTION MATLS. CO., INC.	ALTAIR	\$0.75 + \$0.10	\$11.68	\$10.00	\$10.00	\$10.00	\$10.00	\$11.00		\$4.75	\$1.50	PRICE PER TON

NOTE: THE RAW MATERIAL MUST HAVE A PI OF 20 OR ABOVE BEFORE LIME IS ADDED.

*VENDOR REQUIRED TO USE TEXAS RRC TARRIPS IN CERTAIN SITUATIONS, DEPENDING ON JOBSITE. IN DETERMINING LOW BIDDER ON ANY REQUISITION FOR MATERIALS DELIVERED TO A JOBSITE THE RRC RATE MUST BE CONSIDERED.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
24.2	PROCESSED CRUSHED GRAVEL(PI 20 MIN): THD #249 GRADE W/2.5% LINE 5% FLYASH	BASE MATERIALS, INC.	HWY 109, COLUMBUS, TX.	*	\$13.37	\$12.01	\$10.99	\$11.57	\$11.57	\$12.66		\$5.75		PRICE PER TON

*VENDOR REQUIRED TO USE TEXAS RRC TARRIFS IN CERTAIN SITUATIONS, DEPENDING ON JOBSITE. IN DETERMINING LOW BIDDER ON ANY REQUISITION FOR MATERIALS DELIVERED TO A JOBSITE THE RRC RATE MUST BE CONSIDERED.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	WEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
														PRICE PER TON
25.1	PROCESSED CRUSHED GRAVEL: THD #249 GRADE W/3% LINE ADDED.	BASE MATERIALS, INC.	HWY 109, COLUMBUS, TX.	*	\$12.37	\$11.01	\$9.99	\$10.57	\$10.57	\$11.66		\$4.75		
		KING CONSTRUCTION MATLS. CO., INC.	ALTAIR	\$0.75 + \$0.10	\$11.68	\$10.00	\$10.00	\$10.00	\$10.00	\$11.00		\$4.75	\$1.50	PRICE PER TON

*VENDOR REQUIRED TO USE TEXAS RRC TARRIFS IN CERTAIN SITUATIONS, DEPENDING ON JOBSITE.
IN DETERMINING LOW BIDDER ON ANY REQUISITION FOR MATERIALS DELIVERED TO A JOBSITE THE
RRC RATE MUST BE CONSIDERED.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
25.2	PROCESSED CRUSHED GRAVEL: THD #249 GRADE W/2.5% LINE 5% FLYASH	BASE MATERIALS, INC.	Hwy 109, COLUMBUS, TX.	*	\$13.37	\$12.01	\$10.99	\$11.57	\$11.57	\$12.66		\$4.75		PRICE PER TON

*VENDOR REQUIRED TO USE TEXAS RRC TARRIFS IN CERTAIN SITUATIONS, DEPENDING ON JOBSITE.
IN DETERMINING LOW BIDDER ON ANY REQUISITION FOR MATERIALS DELIVERED TO A JOBSITE THE
RRC RATE MUST BE CONSIDERED.

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FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
26.0	RECYCLED ASPHALT, SCREENED, 3" DIA. MAX.	JONES G. FINKE, INC.	SEALY/ROSENBERG	\$0.75 + \$0.10	\$10.60	\$9.20	\$9.70	\$9.40	\$9.10	\$9.40		\$7.50	\$5.00	PRICE PER TON
		SOUTHWEST ASPHALT MATLS., INC.	CLODINE	\$1.00 + \$0.10	\$10.50	\$10.00	\$9.50	\$11.00	\$10.50	\$9.50		\$7.50	\$5.00	PRICE PER TON

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM
PLANT/PIV/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___
FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CHABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
27.1	ROCK ASPHALT PRECOATED AGGREGATES: THD #304 TYPE PE #2 AND #3.	WHITES MINES	DABNEY, TX	*	\$25.90					\$25.36		\$10.00		PRICE PER TON (5-9 CARS)
				*	\$24.85	\$24.15	\$24.94		\$22.95	\$24.32	\$23.70	\$10.00		PRICE PER TON (10 CARS)
			DABNEY, TX	*	\$26.96					\$26.37		\$10.00		PRICE PER TON (1-4 CARS)
			DABNEY, TX	*		\$25.42	\$27.07		\$24.14		\$24.95	\$10.00		PRICE PER TON (1-9 CARS)

*RAIL FREIGHT SUBJECT TO INCREASE/DECREASE BY REGULATORY AUTHORITY.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
27.2	ROCK ASPHALT PRECOATED AGGREGATES: THD #304 TYPE PR #4.	WHITES MINES	DABNEY, TX	*	\$25.25	\$24.55	\$25.34		\$23.35	\$24.72	\$24.10	\$10.35		PRICE PER TON (10 CARS)
			DABNEY, TX	*		\$25.82	\$27.47		\$24.54		\$25.35	\$10.35		PRICE PER TON (1-9 CARS)
			DABNEY, TX	*	\$27.36					\$26.77		\$10.35		PRICE PER TON (1-4 CARS)
			DABNEY, TX	*	\$26.30					\$25.76		\$10.35		PRICE PER TON (5-9 CARS)

*RAIL FREIGHT SUBJECT TO INCREASE/DECREASE BY REGULATORY AUTHORITY.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
28.0	SEAL COAT - APPLICATION ONLY: THD #316.	JONES G. FINKE, INC.											\$0.26	PRICE PER SQ. YD. LABOR ONLY
		KING CONSTRUCTION MATLS. CO., INC.											\$0.35	PRICE PER SQ. YD. LABOR ONLY

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ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
29.0	SURFACE TREATMENT, ONE COURSE - APPLICATION ONLY: THD #320	JONES G. FINKB, INC.										\$0.32	PRICE PER SQ. YD. LABOR ONLY
		KING CONSTRUCTION MATLS. CO., INC.										\$0.50	PRICE PER SQ. YD. LABOR ONLY

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ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	FRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
30.0	SURFACE TREATMENT, TWO COURSE - APPLICATION ONLY: THD #322.	JONES G. FINK, INC.											\$0.60	PRICE PER SQ. YD. LABOR ONLY
		KING CONSTRUCTION MATLS. CO., INC.											\$0.70	PRICE PER SQ. YD. LABOR ONLY

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ANNUAL CONTRACT FOR ROAD MATERIALS - BARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	REMARKS
31.0	TYPE A HYDRATED LIME: THD #264, 90.0% CA(OH) 2 MIN., DEL. CLOSED TANKERS.	AUSTIN WHITE LIME CO.	MCNEIL, TRAVIS COUNTY, TX									\$65.88 PRICE PER TON DELIVERED & APPLIED AT JOBSITE
		BASE MATERIALS, INC.	SAN ANTONIO, TX									\$70.00 PRICE PER TON DELIVERED & APPLIED AT JOBSITE
		JONES G. FINKS, INC.										\$75.00 PRICE PER TON DELIVERED & APPLIED AT JOBSITE.
		TEXAS LIME CO.	PARK RD. 21 CLEBURNE, TX.									\$73.98 PRICE PER TON DELIVERED & APPLIED AT JOBSITE.

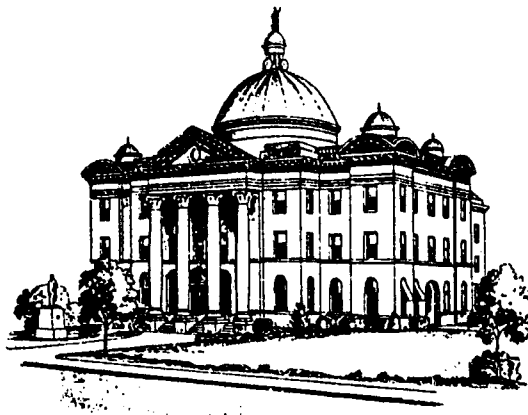
MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

ANNUAL CONTRACT FOR ROAD MATERIALS - EARTHEN TYPE. BID NUMBER 90-009

ITEM #	DESC.	COMPANY	PLANT LOC.	MILEAGE	PRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	ROSENBERG	PLANT	LAYDOWN	REMARKS
32.0	SPECIFICATION PIT RUN GRAVEL AGGREGATE	KING CONSTRUCTION MATLS. CO., INC.	HOT STATED	\$0.75 + \$0.10	\$8.93	\$7.32	\$7.32	\$7.32	\$7.32	\$9.34		\$2.00	\$1.50	PRICE PER TON
		PRIHODA GRAVEL CO.	ALTAIR	\$0.10 + \$0.10	\$9.50	\$5.96		\$6.50				\$2.25		PRICE PER TON OR CU. YD.

MILEAGE COLUMN IS THAT AMOUNT A VENDOR WILL CHARGE, PER MILE, COMPUTED FROM PLANT/PIT/SIDING TO THE JOBSITE EXPRESSED AS \$___ FOR THE FIRST MILE AND \$___ FOR EACH MILE THEREAFTER.

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 28, 1989

Each Member
Commissioners Court
Fort Bend County, Texas

Gentlemen,

On Monday, December 4th, I shall present the tabulations on road materials bids to Commissioners Court for it's approval.

I will ask that all bidders be approved with selection of vendor to be made at time of order based upon availability and end price WITH THE EXCEPTION OF WRIGHT ASPHALT PRODUCTS whose bid is attached.

I will recommend that the Wright Asphalt Products bid be rejected due to lack of a firm price on any product they offer.

The vendor is aware of my intentions and harbors no ill will.

Thank you,


John J. Hammett

DISQUALIFIED

AS PER ORIGINAL

40

0824

INVITATION FOR BIDS
ANNUAL CONTRACT FOR THE PURCHASE OF ROAD MATERIALS - CHEMICAL TYPE
CONTRACT EXPIRES: 30 JUNE 1990
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 purchase of road materials - chemical type, as described on the attached specifications, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, 507 Jackson St., Richmond, Texas 77469 until 1:30 P.M., MONDAY, NOVEMBER 13, 1989 at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject any or all bids. Do not add sales tax in bid price, Fort Bend County is tax exempt. Submit bid on this form in its entirety. Insure that all pages of bid form are signed or initialed. Bids not submitted on this form will be disqualified. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, DO NOT TELEPHONE THE PURCHASING DEPARTMENT. Attach nothing to this bid, unsolicited brochures will be discarded.

WRIGHT ASPHALT PRODUCTS CO.

LEGAL NAME OF CONTRACTING COMPANY

JAMES L. ASH	PRESIDENT	(214) 363-6541
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER

4849 GREENVILLE AVE., SUITE 830	DALLAS TX	75206
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE

SAME		
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE ROAD MATERIALS 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 AND THAT I WILL NOT BE PERMITTED TO ATTEMPT ENFORCEMENT OF ANY OTHER CONTRACT OR CONTRACT PROVISIONS.

SIGN HERE:

James L. Ash

11-8-1989
DATE

JAMES L ASH	PRESIDENT	(214) 363-6541
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED:		
	COUNTY JUDGE, FORT BEND COUNTY, TEXAS	DATE

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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A. SCOPE:

It is the intent of Fort Bend County to purchase from one (1) or more vendors, chemical type road materials which meet or exceed the following specifications.

B. PERIOD OF CONTRACT:

This bid is for the period 1 January 1990 thru 30 June 1990. This contract may be cancelled by either party with 30 days written notification.

C. DELIVERY:

Items ordered from this bid must be delivered to various locations throughout Fort Bend County unless otherwise specified at time of order.

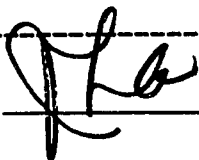
D. MISCELLANEOUS:

1. Any one item may be selected from this bid without regard to other quotes.
2. All prices, unless otherwise specified, are to be FOB delivery point.
3. All orders for road materials must be authenticated by a Purchase Order number issued by the Fort Bend County Purchasing Agent. Invoices not bearing a purchase order number will not be paid.
4. Vendor will not substitute any materials, unless authorized by the Fort Bend County Purchasing Agent and the County Commissioner for whom the materials were ordered.
5. Restocking fees will not be a consideration in determining low bidder.

E. POINT OF CONTACT:

Point of contact will be Mr. Gilbert D. Jalomo, Assistant Purchasing Agent, at (713) 341-8640

INITIALS OF BIDDER:



DATE: 11-8-1989

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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F. SPECIFICATIONS, REQUIRED MATERIALS:

1. AC-5, ASPHALT CEMENT: THD #300 (235 gal per ton @ 60 degrees Fahrenheit; 260 gal per ton @ 350 degrees Fahrenheit).

Price per gallon delivered to:

FRESNO:	\$.5000/GAL*	CRABB:	\$.5000/GAL*
FULSHEAR:	\$.5000/GAL*	NEEDVILLE:	\$.5000/GAL*
RICHMOND:	\$.5000/GAL*	SUGARLAND:	\$.5000/GAL*

Price per gallon your plant: \$.4500/GAL*.

Plant location: Baytown.

Plant phone number & contact person: GENE BRIDGES, (214) 363-6541.

Restocking fee if total order cannot be accepted: \$ /gallon.

2. AC-10, ASPHALT CEMENT: THD #300.

Price per gallon delivered to:

FRESNO:	\$.5000/GAL*	CRABB:	\$.5000/GAL*
FULSHEAR:	\$.5000/GAL*	NEEDVILLE:	\$.5000/GAL*
RICHMOND:	\$.5000/GAL*	SUGARLAND:	\$.5000/GAL*

Price per gallon your plant: \$.4500/GAL*.

Plant location: Baytown.

Plant phone number & contact person: (214) 363-6541 Gene Bridges.

Restocking fee if total order cannot be accepted: \$ /gallon.

3. AC-20, ASPHALT CEMENT: THD #300.

Price per gallon delivered to:

FRESNO:	\$.5000/GAL*	CRABB:	\$.5000/GAL*
FULSHEAR:	\$.5000/GAL*	NEEDVILLE:	\$.5000/GAL*
RICHMOND:	\$.5000/GAL*	SUGARLAND:	\$.5000/GAL*

Price per gallon your plant: \$.4500/GAL*.

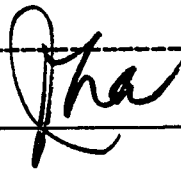
Plant location: Baytown.

Plant phone number & contact person: (214) 363-6541 Gene Bridges.

Restocking fee if total order cannot be accepted: \$ /gallon.

*PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

INITIALS OF BIDDER:



DATE: 11-8-1989

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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4. CRS-2, CATIONIC EMULSION, RAPID SETTING: THD #300.

Price per gallon delivered to:

FRESNO:	\$.5706/GAL*	CRABB:	\$.5706/GAL*
FULSHEAR:	\$.5706/GAL*	NEEDVILLE:	\$.5706/GAL*
RICHMOND:	\$.5706/GAL*	SUGARLAND:	\$.5706/GAL*

Price per gallon your plant: \$.4900/GAL*.

Plant location: Port Neches

Plant phone number & contact person: (214) 363-6541 Gene Bridges

Restocking fee if total order cannot be accepted: \$ /gallon.

5. MC-30, MEDIUM CURING TYPE CUTBACK ASPHALT: THD #300.

Price per gallon delivered to:

FRESNO:	\$.5209/GAL**	CRABB:	\$.5209/GAL**
FULSHEAR:	\$.5209/GAL**	NEEDVILLE:	\$.5209/GAL**
RICHMOND:	\$.5209/GAL**	SUGARLAND:	\$.5209/GAL**

Price per gallon your plant: \$.4800/GAL**.

Plant location: ChannelView

Plant phone number & contact person: (214) 363-6541 Gene Bridges

Restocking fee if total order cannot be accepted: \$ /gallon.

6. MC-800, MEDIUM CURING TYPE CUTBACK ASPHALT: THD #300.

Price per gallon delivered to:

FRESNO:	\$.5009/GAL**	CRABB:	\$.5009/GAL**
FULSHEAR:	\$.5009/GAL**	NEEDVILLE:	\$.5009/GAL**
RICHMOND:	\$.5009/GAL**	SUGARLAND:	\$.5009/GAL**

Price per gallon your plant: \$.4600/GAL**.

Plant location: Channel View

Plant phone number & contact person: (214) 363-6541 Gene Bridges

Restocking fee if total order cannot be accepted: \$ /gallon.

*PRICES SUBJECT TO CHANGE WITHOUT NOTICE

**PRICES SUBJECT TO A MAXIMUM ESCULATION OF .0200/GAL/CALENDAR QUARTER THROUGH 6/30/90.

INITIALS OF BIDDER:

DATE: 11-8-1989

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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7. RC-250, RAPID CURING TYPE CUTBACK ASPHALT: THD #300.

Price per gallon delivered to:

FRESNO:	\$.5668/GAL*	CRABB:	\$.5668/GAL*
FULSHEAR:	\$.5668/GAL*	NEEDVILLE:	\$.5668/GAL*
RICHMOND:	\$.5668/GAL*	SUGARLAND:	\$.5668/GAL*

Price per gallon your plant: \$.5200/GAL*

Plant location: Baytown

Plant phone number & contact person: (214) 363-6541 Gene Bridges

Restocking fee if total order cannot be accepted: \$ /gallon.

8. COAL TAR ASPHALT SEALER: "Gem Seal" or equal.

BRAND NAME: _____

Price per gallon delivered to: NO BID

FRESNO:	\$ _____	CRABB:	\$ _____
FULSHEAR:	\$ _____	NEEDVILLE:	\$ _____
RICHMOND:	\$ _____	SUGARLAND:	\$ _____

Price per gallon your plant: \$ _____

Plant location: _____

Plant phone number & contact person: _____

Restocking fee if total order cannot be accepted: \$ /gallon.

9. DUST CONTROL MATERIAL, Georgia Pacific Lignosite, 40% minimum.

Price per 5000 gallon delivered to: NO BID

FRESNO:	\$ _____	CRABB:	\$ _____
FULSHEAR:	\$ _____	NEEDVILLE:	\$ _____
RICHMOND:	\$ _____	SUGARLAND:	\$ _____

Price per 1000 gallon your plant: \$ _____

Plant location: _____

Plant phone number & contact person: _____

Other pick up information: _____

Restocking fee if total order cannot be accepted: \$ /gallon.

*PRICE SUBJECT TO CHANGE WITHOUT NOTICE

INITIALS OF BIDDER:

DATE: 11-8-1989

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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10. DUST CONTROL MATERIALS:

Brand Name: _____
Unit of Measure: _____
Standard Container: _____
Minimum Order: _____

Price per unit of measure delivered to: NO BID

FRESNO:	\$ _____	CRABB:	\$ _____
FULSHEAR:	\$ _____	NEEDVILLE:	\$ _____
RICHMOND:	\$ _____	SUGARLAND:	\$ _____

Price per gallon your plant: \$ _____
Plant location: _____
Plant phone number & contact person: _____
Restocking fee if total order cannot be accepted: \$ _____/gallon.

11. SLURRY SEAL, EMULSIFIED ASPHALT: THD #314.

Price per gallon delivered to: NO BID

FRESNO:	\$ _____	CRABB:	\$ _____
FULSHEAR:	\$ _____	NEEDVILLE:	\$ _____
RICHMOND:	\$ _____	SUGARLAND:	\$ _____


Price per gallon your plant: \$ _____
Plant location: _____
Plant phone number & contact person: _____
Price per square yard, LABOR ONLY: \$ _____
Restocking fee if total order cannot be accepted: \$ _____/gallon.

12. SOIL STABILIZER: "Road Hand".

Price per gallon delivered to: NO BID

FRESNO:	\$ _____	CRABB:	\$ _____
FULSHEAR:	\$ _____	NEEDVILLE:	\$ _____
RICHMOND:	\$ _____	SUGARLAND:	\$ _____

Price per gallon your plant: \$ _____
Plant location: _____
Plant phone number & contact person: _____
Restocking fee if total order cannot be accepted: \$ _____/gallon.

INITIALS OF BIDDER: 

DATE: 11-8-1989

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13. SOIL STABILIZER: "Base Seal".

Price per gallon delivered to: NO BID

FRESNO: \$ _____	CRABB: \$ _____
FULSHEAR: \$ _____	NEEDVILLE: \$ _____
RICHMOND: \$ _____	SUGARLAND: \$ _____

Price per gallon your plant: \$ _____.
 Plant location: _____.
 Plant phone number & contact person: _____.
 Restocking fee if total order cannot be accepted: \$ _____/gallon.

14. SOIL STABILIZER: Sodium Silicate Base.

Indicate % Sodium Silicate: _____%.
 Unit of Measure: _____.

Price per unit of measure delivered to: NO BID

FRESNO: \$ _____	CRABB: \$ _____
FULSHEAR: \$ _____	NEEDVILLE: \$ _____
RICHMOND: \$ _____	SUGARLAND: \$ _____

Price per unit of measure your plant: \$ _____.
 Plant location: _____.
 Plant phone number & contact person: _____.
 Restocking fee if total order cannot be accepted: \$ _____/gallon.

15. SOIL STABILIZER: Calcium lignin sulfonate type, 40.0% minimum.

Brand Name: _____.
 Unit of Measure: _____.
 Standard Container: _____.
 Minimum Order: _____.
 Price per unit of measure delivered to: NO BID

FRESNO: \$ _____	CRABB: \$ _____
FULSHEAR: \$ _____	NEEDVILLE: \$ _____
RICHMOND: \$ _____	SUGARLAND: \$ _____

Price per unit of measure your plant: \$ _____.
 Plant location: _____.
 Additional price applied to roadway or base material: \$ _____.
 Plant phone number & contact person: _____.
 Other pick up information: _____.
 Restocking fee if total order cannot be accepted: \$ _____/gallon.

INITIALS OF BIDDER: *Jha*

DATE: 11-8-1989

FORT BEND COUNTY

**ROAD MATERIALS
CHEMICAL TYPE**

BID #90-010

**1 JANUARY 1990
THRU**

30 JUNE 1990

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COMPANY NAME	CONTACT PERSON	PHONE NUMBER
AMERICAN MATERIALS, INC.	JERRY L. BERRY	(713) 499-1551
BASE-SEAL	MAXINE WILLIAMS	(713) 497-7743
ELF ASPHALT, INC.	WARREN DUDLEY	(409) 722-3411
GULF STATES ASPHALT CO., INC.	JAMES INDA	(713) 651-1507
JOHN G. REED - LIGNO SALES	JOHN G. REED	(512) 226-9012
JONES G. FINKE, INC.	LAWRENCE KAINER	(713) 498-2822
TRUMBULL DIV - OWENS CORNING	BILL O'LEARY	(713) 353-1230

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING PER	REMARKS
1	AC-5, ASPHALT CEMENT: THD #300.	GULF STATES ASPHALT	S. HOUSTON, TX	\$0.467	\$0.467	\$0.467	\$0.467	\$0.467	\$0.467	\$0.425	\$0.10 GAL.	PRICE PER GALLON; 5,000 GAL. MIN.
		JONES G. FINEK, INC.	CLODINE	\$0.420	\$0.420	\$0.420	\$0.420	\$0.420	\$0.420	\$0.420	\$0.01 GAL.	PRICE PER GALLON.
		TRUMBULL DIV. - OWENS CORNING	8360 MARKET HOUSTON, TX	\$0.470	\$0.470	\$0.470	\$0.470	\$0.470	\$0.470	\$0.450	\$0.00	PRICE PER GALLON.

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING PER	REMARKS
2	AC-10, ASPHALT CEMENT: THD \$300	GULF STATES ASPHALT	S. HOUSTON, TX.	\$0.467	\$0.467	\$0.467	\$0.467	\$0.467	\$0.467	\$0.425	\$0.10 GAL.	PRICE PER GALLON; 5,000 GAL. MIN.
		JONES G. FINE, INC.	CLODINE	\$0.410	\$0.410	\$0.410	\$0.410	\$0.410	\$0.410	\$0.410	\$0.01 GAL.	PRICE PER GALLON.
		TRUMBULL DIV. - OWENS - CORNING	8360 MARKET HOUSTON, TX	\$0.470	\$0.470	\$0.470	\$0.470	\$0.470	\$0.470	\$0.450	\$0.00	PRICE PER GALLON.

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	PRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING FEE	REMARKS
3	AC-20, ASPHALT CEMENT: THD \$300.	GULF STATES ASPHALT	S. HOUSTON, TX.	\$0.467	\$0.467	\$0.467	\$0.467	\$0.467	\$0.467	\$0.425	\$0.10 GAL.	PRICE PER GALLON; 5,000 GAL. MIN.
		JONES G. FIMKE, INC.	CLODINE	\$0.410	\$0.410	\$0.410	\$0.410	\$0.410	\$0.410	\$0.410	\$0.01 GAL.	PRICE PER GALLON.
		TRUMBULL DIV. - OWENS CORNING	8360 MARKET HOUSTON, TX	\$0.470	\$0.470	\$0.470	\$0.470	\$0.470	\$0.470	\$0.450	\$0.00	PRICE PER GALLON.

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING FEE	REMARKS
4	CRS-2, CATIONIC EMULSION, RAPID SETTING: THD #300.	ELP ASPHALT, INC.	PT. NECHES, TX.	\$0.530	\$0.530	\$0.530	\$0.530	\$0.530	\$0.530	\$0.470	FREIGHT CHARGES ONLY.	PRICE PER GALLON; MIN. LOAD 5,000 GAL.
		TRUMBULL DIV. - OWENS CORNING	8360 MARKET HOUSTON, TX	\$0.480	\$0.480	\$0.480	\$0.480	\$0.480	\$0.480	\$0.460	\$0.00	PRICE PER GALLON.

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RE STOCKING FEE	REMARKS
5	MC-30, MEDIUM CURING TYPE CUTBACK ASPHALT: THD #300.	GULF STATES ASPHALT	S. HOUSTON, TX.	\$0.742	\$0.742	\$0.742	\$0.742	\$0.742	\$0.742	\$0.700	\$0.10 GAL.	PRICE PER GALLON; 5,000 GAL. MIN.
		JONES G. PINEK, INC.	CLODINE	\$0.530	\$0.530	\$0.530	\$0.530	\$0.530	\$0.530	\$0.530	\$0.01 GAL.	PRICE PER GALLON.

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	PRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING PER	REMARKS
6	MC-800, MEDIUM CURING TYPE CUTBACK ASPHALT: THD #300.	GULF STATES ASPHALT	S. HOUSTON, TX.	\$0.742	\$0.742	\$0.742	\$0.742	\$0.742	\$0.742	\$0.700	\$0.10 GAL.	PRICE PER GALLON; 5,000 GAL. MIN.
		JONES G. FINKB, INC.	CLODINE	\$0.510	\$0.510	\$0.510	\$0.510	\$0.510	\$0.510	\$0.510	\$0.01 GAL.	PRICE PER GALLON.

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING FEE	REMARKS
7	RC-250, RAPID CURING TYPE CUTBACK ASPHALT: THD #300.	AMERICAN MATERIALS, INC.	2122 HWY 90A, MISSOURI CITY, TX							\$4.000	\$0.00	PRICE PER GALLON IN 5 GAL. CANS.
		GULF STATES ASPHALT	S. HOUSTON, TX.	\$0.742	\$0.742	\$0.742	\$0.742	\$0.742	\$0.742	\$0.700	\$0.10 GAL.	PRICE PER GALLON.
		JONES G. FINKB, INC.	CLODINE	\$0.520	\$0.520	\$0.520	\$0.520	\$0.520	\$0.520	\$0.520	\$0.01 GAL.	PRICE PER GALLON.

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	PRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING FEE	REMARKS
8	COAL TAR ASPHALT SEALER: "GEM SEAL" OR EQUAL.	GULF STATES ASPHALT	S. HOUSTON, TX.	\$2.250	\$2.250	\$2.250	\$2.250	\$2.250	\$2.250	\$2.050	\$0.10 GAL.	PRICE PER GALLON; 36/5 GAL. CANS MIN.; BIDDING GULF SEAL #250
		TRUMBULL DIV. - OWENS CORNING	1208 SPRING STUBBNER SPRING, TX.							\$1.250	\$0.00	PRICE PER GALLON, BULK DELIVERY
			1208 SPRING STUBBNER SPRING, TX.							\$1.500	\$0.00	PRICE PER GALLON, PAILS OR DRUMS

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RE STOCKING FEE	REMARKS
9	DUST CONTROL MATERIAL: GEORGIA PACIFIC LIGNOSITE, 40% MIN.	JOHN G. REED - LIGNO SALES	CARGIL TERMINAL, HOUSTON, TX.	\$3750.000	\$3750.000	\$3750.000	\$3750.000	\$3750.000	\$3750.000	\$650.000	\$0.15 GAL.	PRICE PER 5000 GAL. DELIVERED, PRICE PER 1000 GAL. AT PLANT.

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING FEE	REMARKS
10	DUST CONTROL MATERIALS: MS-1 EMULSIFIED ASPHALT: THD #300	ELP ASHALT	PT. NECHES, TX.	\$0.530	\$0.530	\$0.530	\$0.530	\$0.530	\$0.530	\$0.470	FREIGHT CHARGES ONLY.	PRICE PER GALLON; 5,000 GAL. MIN.

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING PER	REMARKS
11	SLURRY SEAL, EMULSIFIED ASPHALT: THD #314.	ELP ASPHALT, INC.	PT. NECHES, TX	\$0.530	\$0.530	\$0.530	\$0.530	\$0.530	\$0.530	\$0.470	FREIGHT CHARGES ONLY.	PRICE PER GALLON; BIDDING EMULSIFIED ASPHALT ONLY.

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING FEE	REMARKS
12	SOIL STABILIZER: "ROAD HAND"											

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	PULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING FEE	REMARKS
13	SOIL STABILIZER: "BASE SEAL"	BASE-SEAL	HOUSTON, TX	\$7.930	\$7.930	\$7.930	\$7.930	\$7.930	\$7.930	\$7.730	\$0.05 GAL.	PRICE PER GALLON BULK DELIVERY
			HOUSTON, TX	\$8.800	\$8.800	\$8.800	\$8.800	\$8.800	\$8.800	\$8.600	\$0.05 GAL.	PRICE PER GALLON IN 55 GAL. DRUMS.
			HOUSTON, TX	\$9.990	\$9.990	\$9.990	\$9.990	\$9.990	\$9.990	\$9.790	\$0.05 GAL.	PRICE PER GALLON IN 5 GAL. CANS.

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RE STOCKING FEE	REMARKS
14	SOIL STABILIZER: SODIUM SILICATE BASE.	NO BIDS RECEIVED										

ANNUAL CONTRACT FOR ROAD MATERIALS - CHEMICAL TYPE. BID NUMBER 90-010

ITEM #	DESC.	COMPANY	PLANT LOC.	FRESNO	CRABB	FULSHEAR	NEEDVILLE	RICHMOND	SUGAR LAND	PLANT	RESTOCKING PER	REMARKS
15	SOIL STABILIZER: CALCIUM LIGNIN SULFONATE TYPE, 40.0% MIN.	JOHN G. REED - LIGNO SALES	CARGIL TERMINAL HOUSTON, TX.	\$0.750	\$0.750	\$0.750	\$0.750	\$0.750	\$0.750	\$0.650	\$0.15 GAL.	PRICE PER GALLON; 4,800 GAL. MIN.; BIDDING LIGNOSITE ROAD BINDER.

17. CONSIDER ACCEPTING STREET IN AUSTIN PARK, SEC. 2, PCT. 4 INTO THE COUNTY ROAD MAINTENANCE SYSTEM AND RELEASE BOND:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following street in Austin Park, Sec. 2, Pct. 4 into the county road maintenance system and release bond: (Recorded in minutes in full)

FELICIA DRIVE

786'

18. CONSIDER ACCEPTING FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept fee officers' monthly reports for OCTOBER 1989. (Recorded in minutes in full)

19. CONSIDER APPROVING AMENDMENT TO CONTRACT WITH TEXAS DEPT. OF HUMAN SERVICES REGARDING FOSTER CARE:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve amendment to contract with Texas Department of Human Services regarding foster care. (Recorded in minutes in full)

20. CONSIDER PURCHASING USED VEHICLES FROM D.P.S. FOR PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Lutts and Commissioner Pressley voting no, Judge Stavinotha voting yes, it is ordered to grant exemption to competitive bidding and authorize purchase of seven used vehicle from D.P.S. for Precinct #2. (Recorded in minutes in full)

21. CONSIDER RELEASING PERFORMANCE BONDS TO R.H. DUGAN ENTERPRISES FOR COMPLETION OF DRIVEWAY TIE-INS ON WILLIAMS TRACE BLVD., AND TO WILLOW FORK ASSOCIATES LTD. FOR COMPLETION OF IRRIGATIONS SYSTEM ALONG & UNDER FRY RD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to release performance bond to R.H. DUGAN ENTERPRISES for completion of driveway tie-ins and to WILLOW FORK ASSOCIATED LTD. for completion of irrigations system. (Recorded in minutes in full)

22. CONSIDER APPROVING APPLICATION FROM THE RUSKIN CORP. TO CONSTRUCT A DRIVEWAY APPROACH ON SETTLERS WAY BLVD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application from the Ruskin Corp. to construct a driveway approach on Settlers Way Blvd., Pct. 3. Performance bond in the amount of \$2,000 was presented to Commissioners' Court. (Recorded in minutes in full)

23. CONSIDER APPROVING SERVICES FROM SOURCE ENVIRONMENTAL FOR AIR QUALITY ADDENDUM AND EXPERT TESTIMONY FOR LANDFILL HEARING:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve services from Source Environmental for air quality addendum and expert testimony for landfill hearing. (Recorded in minutes in full)

COUNTY OF FORT BEND
Engineering Department

17

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

November 22, 1989

Commissioner Bob Lutts
Fort Bend County Precinct 4
P. O. Box 187
Fulshear, TX 77441

Re: Austin Park, Section 2

Dear Sir:

A final inspection was made on November 13, 1989, on the above subdivision and all deficiencies have been corrected. Please add the following street to the road list.

The street, along with its footage length, is as follows:

Felicia Drive _____786'

Please notify the Clerk's Office of this addition.

If you have any questions, please call.

Sincerely,

Karl E. Baker

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

KEB/mk

cc: Darri Ofczarzak, Sugarland Properties Inc.
file

Shirley
For Agenda 12/14
(Signature)



ROBERT N. GRAYLESS
COUNTY AUDITOR

County Auditor

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

AREA CODE 713
341-3780

December 4, 1989

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of October, 1989. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

The breakdown of the fees paid by the Tax Collector in October is attached to this letter.

The following is the criminal and civil case report for the JPs for the month of October, 1989:

JP	# OF CASES:	New	Pending	Dismissed	Paid	Open	Civil Cases
JP 1	Geick	721	4210	224	443	4264	42
JP2-1	Molina	431	1400	82	302	1447	53
JP2-2	Fredrickson	346	1074	60	292	1068	9
JP3	Stahl	142	398	8	65	467	46
JP4	Adolphus	433	4569	176	337	4489	18

There was nothing that would lead us to beleive that these reports are not, in all material respects, a fair representation of cash transactions of the records presented to us.

668,711

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1989.

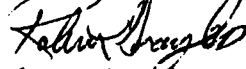
If the Court concurs, the following order might be adopted:

Moved by Commissioner____, seconded by Commissioner____,
duly put and carried, it is ordered that the monthly
reports of fees collected by Fee Officers identified
below, for the month of October, 1989 be approved as
recommended by the County Auditor in his letter of
December 4, 1989.

Jodie Stavinoha, County Judge
Sam Dick, District Attorney
Dianne Wilson, County Clerk
Glory Ketelers, District Clerk
Gus George, Sheriff
Gary Geick, JP Pct. 1
George Molina, JP Pct. 2-1
Marsha Gaines, Tax Collector

Gary Fredrickson, JP Pct. 2-2
Robert Stahl, JP Pct. 3
James Adolphus, JP Pct. 4
R.L. "Tiny" Gaston, Constable Pct. 1
Ray Breeding, Constable Pct. 2
Rob Cook, Constable Pct. 3
S. H. Werlein, Constable Pct. 4

Yours very truly,


Robert Grayless,
County Auditor

RG:DP:dp

FEE OFFICERS REPORT TO COMMISSIONERS COURT
OCTOBER 1989

OFFICER	SOURCE	GROSS AMOUNT	FEE OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED	YEAR TO DATE
County Clerk	Civil	12,622.08					
	Criminal	161,441.25	91,522.08	21,089.25	61,452.00	174,063.33	1,270,332.91
District Clerk	Civil	52,983.64					
	Criminal	8,545.50	35,854.00	4,456.00	21,219.14	61,529.14	714,099.06
Tax Collector	See Letter	63,429.36	63,429.36			63,429.36	1,984,805.38
District Atty. ****Bad Check		3,874.25	3,874.25			3,874.25	36,234.22
Sheriff	Criminal	23,015.87	5,165.87		17,850.00	23,015.87	266,186.98
J.P. #1	Civil	2,509.00					
	Criminal	29,217.00	22,011.50		9,714.50	31,726.00	241,115.73
J.P. #2-1	Civil	2,870.00					
	Criminal	19,298.60	16,717.60		5,451.00	22,168.60	187,445.23
J.P. #2-2	Civil	490.00					
	Criminal	19,166.00	14,029.75		5,626.25	19,656.00	200,315.85
J.P. #3	Civil	4,434.95					
	Criminal	3,547.25	6,979.88		1,002.32	7,982.20	96,678.85
J.P. #4	Civil	1,175.00					
	Criminal	19,132.69	13,650.69		6,657.00	20,307.69	148,956.47
Constable #1	Civil	18,856.22	2,988.58		15,867.64	18,856.22	179,144.17
Constable #2	Civil	2,542.80	2,542.80			2,542.80	25,237.87
Constable #3	Civil	8,335.80	6,466.30		1,869.50	8,335.80	158,843.97
Constable #4	Civil	8,827.58	3,548.57		5,279.01	8,827.58	91,818.49
TOTAL		466,314.84	288,781.23	25,545.25	151,988.36	466,314.84	5,601,215.18

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

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

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

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

FORT BEND COUNTY AUDITOR
TAX/COLLECTOR FEES & INTEREST
PAID IN THE MONTH OF
OCTOBER, 1989

HIGHWAY FEES AUG 1989.....	\$0.00 *	
HIGHWAY FEES SEPT 1989.....	0.00 *	
	0.00	
TOTAL HIGHWAY FEES		\$0.00
PROPERTY TAX COMMISSIONS		
AUG 1989 PAGE 14.....	41.49	
SEPT 1989 PAGE 9-13.....	2,345.33	
OCT 1989 PAGE 1-7.....	656.06	
	0.00	
TOTAL COMMISSIONS		3,042.88
TAX CERTIFICATES -SEPTEMBER 1989	702.00	
MUD CERTIFICATES -SEPTEMBER 1989	0.00	
	0.00	
TOTAL COMMISSIONS		702.00
ROAD AND BRIDGE -	49,567.00	
Reports #41-44, 1989		
TOTAL ROAD & BRIDGE		49,567.00
BEER AND LIQUOR - SEPT 1989.....	3,233.75	
	0.00	
TOTAL BEER & LIQUOR		3,233.75
INTEREST-NOW ACCT SEPT 1989	3,673.15	
PROPERTY TAX INVESTMENTS	0.00	
HIGHWAY INVESTMENTS	3,210.58	
JUDGEMENT FEES	0.00	
COPIES OF TAX ROLL	0.00	
SALE OF DELINQUENT TAX ROLL TAPE	0.00	
TOTAL INTEREST & MISC. FEES..		6,883.73
GRAND TOTAL FEES		\$63,429.36
		=====

* Not paid in October 1989.

BY

Mary Hancock

Mary Hancock, Internal Auditor 11/01/89



County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

December 4, 1989

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of October, 1989. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1989.

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

Moved by Commissioner____, seconded by Commissioner____,
duly put and carried, it is ordered that the monthly
reports of fees collected by Non-Fee Officers identified
below, for the month of October, 1989 be approved as
recommended by the County Auditor in his letter of
December 6, 1989.

Ronald Drachenberg, Engineering
Walter Culpepper, Health & Sanitation
Daniel Kosler, Ambulance Service
A.E. "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Roman Bohachevsky, Library
Laidlaw Waste, Sanitary Landfill

Hopie Solomon, Indigent Care
Travis Boeker, Fairgrounds
Cynthia Reeves, Animal Control
Mary Lynn Chesshire,
Bail Bond Board
Elizabeth LaVois, Child Support

Yours very truly,

Robert Grayless,
County Auditor

RG:DP:dp

FORT BEND COUNTY
NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

OCTOBER 1989

	TOTAL COLLECTED	YEAR TO DATE
CHILD SUPPORT	1,488.00	* 16,476.00
HEALTH AND SANITATION	2,262.73	23,433.73
AMBULANCE	8,830.45	88,771.01
ANIMAL CONTROL	937.00	6,298.00
SANITARY LANDFILL	128,940.12	1,242,542.68
LIBRARIES	6,058.02	50,460.48
INDIGENT CARE	106.00	821.00
FAIRGROUNDS	5,739.50	46,386.75
ADULT PROBATION (FUND 99)	45,448.03	424,081.47
JUVENILE PROBATION	990.00	17,192.87
COUNTY ENGINEERING	1,596.00	11,973.00
BAIL BOND BOARD	0.00	2,500.00
TOTAL FOR MONTH	202,395.85	1,930,936.99

* THIS YTD TOTAL INCLUDES AN UNDERSTATEMENT OF \$480.00 ON
MARCH REPORT
AUDITOR'S FORM 1054

Texas Department of Human Services
Fort Bend County Children's Protective Services
117 Lane Drive, Suite 50
Rosenberg, TX 77471

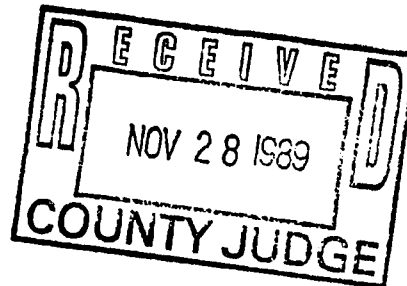


COMMISSIONER
MARLIN W. JOHNSTON

BOARD MEMBERS
J. LIVINGSTON KOSBERG
Chairman, Houston
VICKI GARZA
Corpus Christi
ROB MOSBACHER
Houston

November 15, 1989

The Honorable Judge Stavinoha
County Judge, Fort Bend County
Fort Bend County Courthouse
P.O. Box 368
Jane Long Annex
Richmond, TX 77469



Dear Judge Stavinoha:

The Texas Department of Human Services has made an expedited foster care payment available to counties this state year. In order to receive this payment, the Commissioners Court must approve an amendment to the existing contract between Commissioners Court and the Texas Department of Human Services. The amount available to Fort Bend County is \$32,185.00, which must be paid back by August 31, 1990. Enclosed is a draft of the amendment.

Please advise me if additional information is required.

Sincerely,

A handwritten signature in cursive script, reading "Deborah K. Green".

Deborah K. Green, M.S.W.
Foster Care/Foster Home Services Supervisor

DKG/lig

cc: Flo Berkman, Chairman
James Boland, M.D., Vice-Chairman, Fort Bend C.P.S. Board
Milton Legendre, Treasurer, Fort Bend County C.P.S. Board
John C. Rogers, Secretary, Fort Bend County C.P.S. Board
Boardmembers
Robert N. Grayless, County Auditor
Beverly Nussbaumer, Program Director
File

An Equal Opportunity Employer

Comptroller's Form 74-112 (Rev. 7-85/5)											e Agency Voucher No			
STATE OF TEXAS PURCHASE VOUCHER														
a. Trans Code		b. Batch No.		c. Agency No 324		d. Agency PIN								
f. Comptroller's Voucher No.				g. Agency Name TEXAS DEPARTMENT OF HUMAN SERVICES					h. Order Date		i. Requisition No.			
j. Invoice Date				k. Voucher Amount 32,185.00			l. Payee Reference No. 11-X-2027			m. Purchasing Comm No				
o. Comptroller's Vendor I.D. No. 30003259659000				p. Agency Voucher No.		q. Fund No	r. FY	s. Cost Center	t. Comp. Object	u. Agency Object	v. Amount	w. Vendor Invoice No		
x. Pay To: (Name, Address, City, State, ZIP) Fort Bend CPS Board 117 Lane Drive Suite 50 Rosenberg, Texas 77471						166	90	18260	7672	94101	32,185.00			
(Agency Use)		Reg./Div.		111										
		Prog. Act. Code		300										
		Obj. Code		94101		y								
		Proj. No.				TOTAL						32,185.00		
z. DELIVERY DATE		aa. DESCRIPTION OF ARTICLES OR SERVICES							bb. QUANTITY		cc. UNIT PRICE	dd. AMOUNT		
9/89		Foster Care Expedited Payments For Social Services provided in accordance with Texas Revised Civil Statutes, Articles 21 and 22 of the Texas Human Resources Code										32,185.00		
1. I certify that the above services were rendered, or goods received, and that they correspond in every particular with the contract under which they were procured and that the invoice is true and unpaid.											ff. AGENCY APPROVAL		Date Approved for Payment	
Signature—Vendor Representative				Title			Telephone No.			Name				
Signature—Agency Representative							Telephone No.			Title				
Title							Mail Code			PRICES ABOVE ARE APPROVED State Purchasing and General Services Commission				
Signature—Agency Representative							Telephone No.							
Title							Mail Code							
BY:														

AMENDMENT
TO THE
CHILD WELFARE CONTRACT
BETWEEN
TEXAS DEPARTMENT OF HUMAN SERVICES
AND
COMMISSIONERS' COURT
OF
FORT BEND COUNTY

The Texas Department of Human Services (hereinafter called the Department) and Fort Bend County, Texas (hereinafter called the County) entered into a child welfare contract effective on June 13, 1977, under which a child welfare program is jointly administered by the County and the Department, primarily through the Child Welfare Board established by the County. The Department and the County mutually agree to amend such contract as set out below.

The Department agrees to make one payment to the County of one-twelfth (1/12) of the County's estimated annual billings under the contract. The County agrees to use such funds only for carrying out the terms of the contract. The County further agrees to liquidate the entire amount of such payment by giving a County check to the Department by August 31, 1990. The Department's payment to the County will be made as soon as possible after the execution of this agreement.

Fort Bend County

Texas Department of Human Services

By:

County Judge

By:

Regional Administrator
Region 11

Date

Date



November 30, 1989

Mr. Jessie Jimmenez
Department of Public Safety
Vehicle Sales
Austin, Texas 78752

To Whom it May Concern, Department of Public Safety:

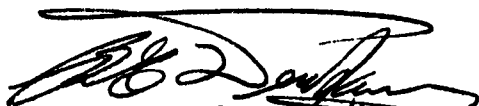
This letter comes to convey our interest and intent to purchase (7) seven Department of Public Safety vehicles for Fort Bend County. The usage of the vehicles will be as follows:

3 of the vehicles for Fort Bend County Precinct #2,
Commissioner Ben G. Denham.

4 of the vehicles for Fort Bend County Constable Ray
Breeding, Pct. 2

The payment for these vehicles will come from the County R & B budget of Precinct #2. Thank you in advance for your expedient handling of this matter.

Sincerely,



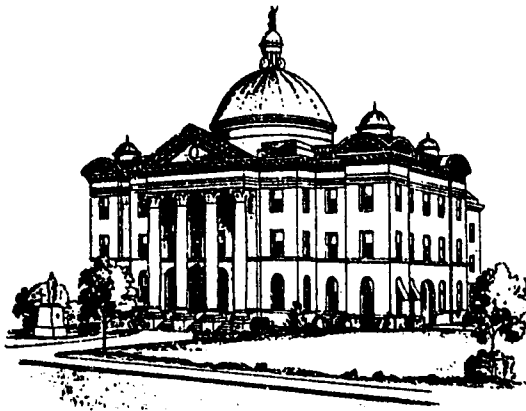
Ben G. Denham
Commissioner Pct. 2
Fort Bend County

Jodie Stavinoha
Fort Bend County Judge
Fort Bend County

BGD/cs

10 20 0861

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 1, 1989

Each Member
Commissioners Court
Fort Bend County, Texas

Gentlemen:

At the request of Commissioner Denham, I have conducted a diligent search for "ONE LOT OF SEVEN (7) OR MORE USED AUTOMOBILES MEETING TEXAS DEPARTMENT OF PUBLIC SAFETY SPECIFICATIONS AVAILABLE FROM ONE VENDOR FOR IMMEDIATE DELIVERY".

I am satisfied that there exists only one source for such an item; that source being the Texas Department of Public Safety.

Sincerely,

A large, stylized handwritten signature in dark ink, appearing to read "John J. Hammett".

John J. Hammett

JJH/ceo

COUNTY OF FORT BEND

40

2/
0862

Engineering Department

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

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

3403 Avenue F
Phone: 342-3039

November 29, 1989

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

RE: Release of Bond For Willow Fork Associated, Ltd.
Permit #81039
Approved in Court 4/17/89

Dear Ms. Wilson,

This is to notify you that Willow Fork Associated, Ltd. has complied with Fort Bend County's Regulations for the Laying, Construction, Maintenance and Repair of Cables Conduits and Pole Lines in, under or along roads, streets, highways and drainage ditches in Fort Bend County, Texas under the jurisdiction of the Commissioners' Court of Fort Bend County and construction is now complete.

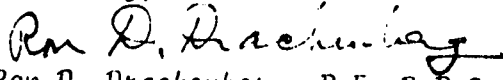
This letter will certify that the appropriate bond for this construction project can be released to the permittee.

Please release the bond to the below:

Jim A. Miller
Willow Fork Associated, Ltd.
1306 S. Fry Blvd.
Katy, Texas 77450

If you have any questions, please contact this office.

Sincerely,


Ron D. Drachenberg, P.E., R.P.S.
County Engineer

RDD:rp

NOV 29 1989
(714) 342-3039

NAME & TITLE Jim A. Miller

COUNTY OF FORT BEND

Engineering Department

40

0863

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

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

3403 Avenue F
Phone: 342-3039

November 29, 1989

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

RE: Release of Bond For R.H. Dugan Enterprises, Inc.
Permit #81099
Approved in Court 11/6/89

Dear Ms. Wilson,

This is to notify you that R.H. Dugan Enterprises, Inc. has complied with Fort Bend County's Regulations for the Laying, Construction, Maintenance and Repair of Cables Conduits and Pole Lines in, under or along roads, streets, highways and drainage ditches in Fort Bend County, Texas under the jurisdiction of the Commissioners' Court of Fort Bend County and construction is now complete.

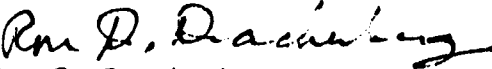
This letter will certify that the appropriate bond for this construction project can be released to the permittee.

Please release the bond to the below:

Robert H. Dugan, Jr., President
R.H. Dugan Enterprises, Inc.
1100 Hercules, Suite 180
Houston, Texas 77058

If you have any questions, please contact this office.

Sincerely,


Ron D. Drachenberg, P.E., R.P.S.
County Engineer

RDD:hp

Robert H. Dugan, Jr., President

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 4th day of December, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of The Ruskin Corp. dated 11/8/89, permit no. 81103 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pressley, seconded by Commissioner Luttrell, 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 Brachley
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. # 81103

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

Karl E. Baker
 Karl E. Baker, P.E.
 Assistant Engineer
11-28-89
 Date

- ✓ _____ (1) Complete Application Form
- _____ ✓ a. Name of road, street and/or highway affected
- _____ ✓ b. Map or plat showing course of direction
- _____ ✓ c. Plans and specifications
- ✓ _____ (2) Bond
- _____ Perpetual bond currently posted
- or-
- _____ ✓ Performance bond submitted in the amount of \$2,000.00 ~~xx~~

PERFORMANCE BOND COVERING ALL DRIVEWAY CONSTRUCTION
ACROSS OR ALONG FORT BEND COUNTY ROADS 10
AUTHORIZED

0866

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we The Ruskin Corporation
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 Two Thousand and No/100
DOLLARS (\$2,000.00) law full currency of the United States of America,
for the payment of which, well and truly to be made, we do hereby bind
ourselves, our heirs executors, administrators and successors, jointly and
severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden
principal contemplates constructing driveways
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 driveway construction

NOW THEREFORE, if the above bounden principal shall faithfully perform
all its driveway construction

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 3rd, day of November, 1989.

THE RUSKIN CORPORATION
PRINCIPAL

J. Ruskin PRES.
BY:

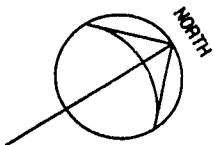
Hartford Casualty Insurance Company
SURETY

Barbara Holmes
BY: Barbara Holmes Attorney-in-Fact

SETTLERS WAY BLVD

10 0868
AS PER ORIGINAL

100' ROW



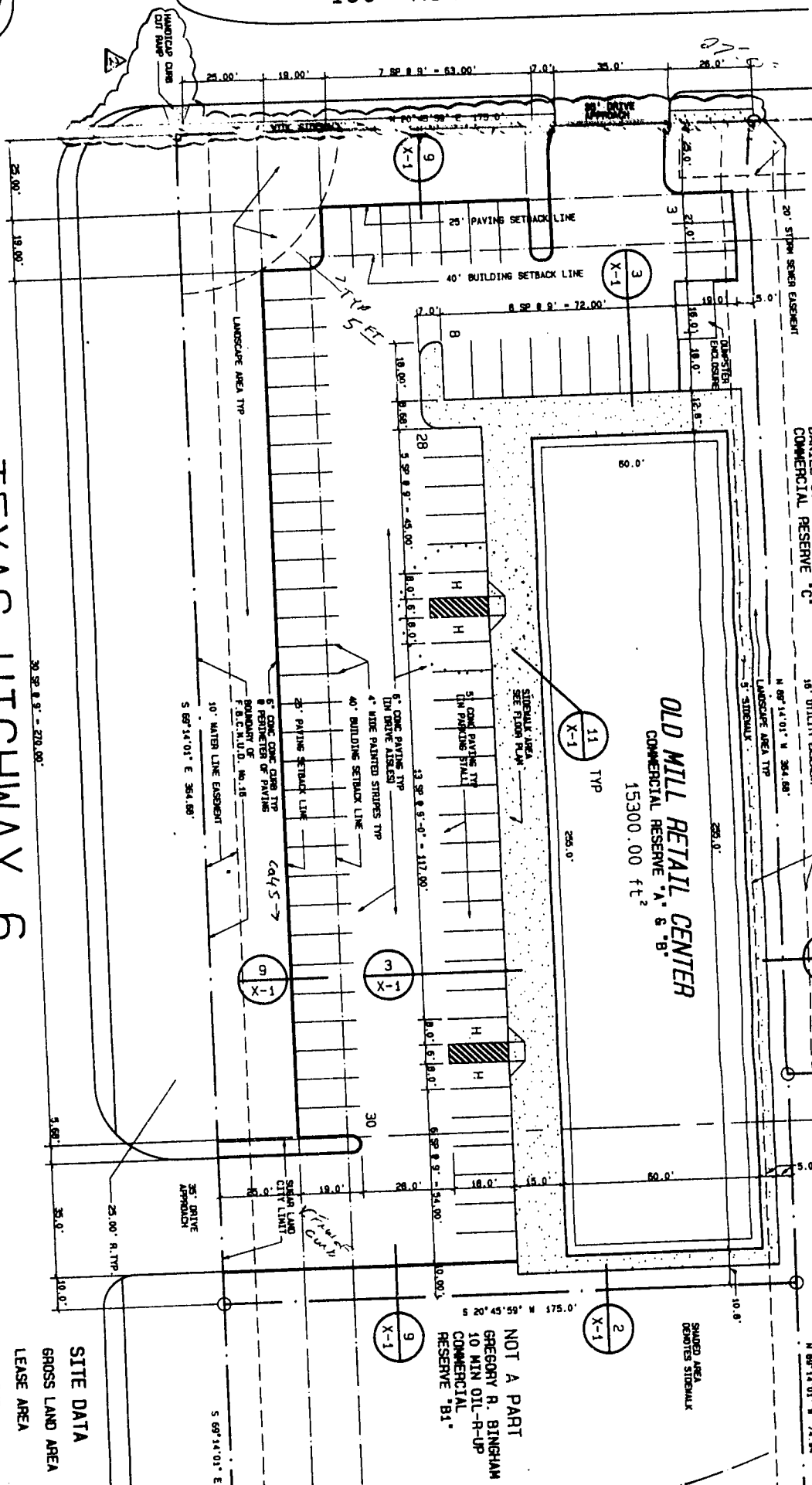
1
X-1
SITE PLAN
1" = 30'-0"

TEXAS HIGHWAY 6
115' ROW

BUILDING ADDRESS
BUILDING ADDRESS

LEASE AREA
PARKING
PARKING PATIO

SITE DATA
GROSS LAND AREA



NOT A PART
DANIEL C. HANNA
COMMERCIAL RESERVE "C"

NOT A PART
SUGAR LAND PROPERTIES INC.
COMMERCIAL RESERVE "D"

NOT A PART
GREGORY R. BINGHAM
10 MIN OIL-R-UP
COMMERCIAL
RESERVE "B1"

GENERAL NOTES:

1. SAW CUT EXISTING CURB AT EACH END AND KNOCK OUT CURB FROM BEGINNING TO END OF PROPOSED DRIVEWAY.
2. SAW CUT EXISTING PAVEMENT A MINIMUM OF 12 INCHES AWAY FROM FACE OF CURB (GUTTER LINE) AND BREAK OUT TO EXPOSE EXISTING REINFORCEMENT STEEL.
3. COMPACT SUBGRADE FOR PROPOSED DRIVEWAY CONNECTION FROM PROPOSED SAW CUT AT EXISTING PAVEMENT TO RIGHT-OF-WAY LINE, COMPACT TO 95% OF STANDARD PROCTOR DENSITY (+ 2% OPT. MOISTURE). THE COUNTY ENGINEER RESERVES THE RIGHT TO REQUIRE LABORATORY TESTS TO BE CONDUCTED.
4. MAINTAIN GUTTER LINE WITH FACE OF EXISTING CURB.
5. PROPOSED DRIVEWAY REINFORCING STEEL IS TO BE TIED TO EXISTING ROADWAY REINFORCING STEEL WITH A MINIMUM LAP OF 8 INCHES.
6. PROPOSED DRIVEWAY REINFORCING STEEL IS TO BE #4 DEFORMED REINFORCING BARS (ASTM A615 GRADE 60, UNLESS NOTED) SPACED AT 24 INCHES C.C., EACH WAY, WITH 10 INCHES MINIMUM LAP (6" x 12" W5 x W4 AS ALTERNATE) FROM PROPOSED SAW CUT TO RIGHT-OF-WAY LINE.
7. PROPOSED DRIVEWAY, CURB, GUTTER LINE AND GRADE SHALL MATCH EXISTING STREET.
8. PROPOSED DRIVEWAY SHALL BE CONSTRUCTED WITH PORTLAND CEMENT CONCRETE, 5 SACK CEMENT PER CUBIC YARD, 7 INCHES THICK, FROM PROPOSED SAW CUT TO RIGHT-OF-WAY LINE (PROPERTY LINE).
9. PROPOSED SIDEWALK SHALL BE CONSTRUCTED WITH PORTLAND CEMENT CONCRETE, 4 1/2 SACK CEMENT PER CUBIC YARD, 4 1/2 INCHES THICK AND 4 FEET MINIMUM WIDTH. SEE DRAWING NO. 3 FOR ADDITIONAL INFORMATION AND DETAILS.

CONSTRUCTION NOTES FOR SIDEWALKS &
DRIVEWAYS ON CURBED TYPE STREETS,
COMMERCIAL AREA

Approved By:

Drawn By:

Date:

Drawing No:

4

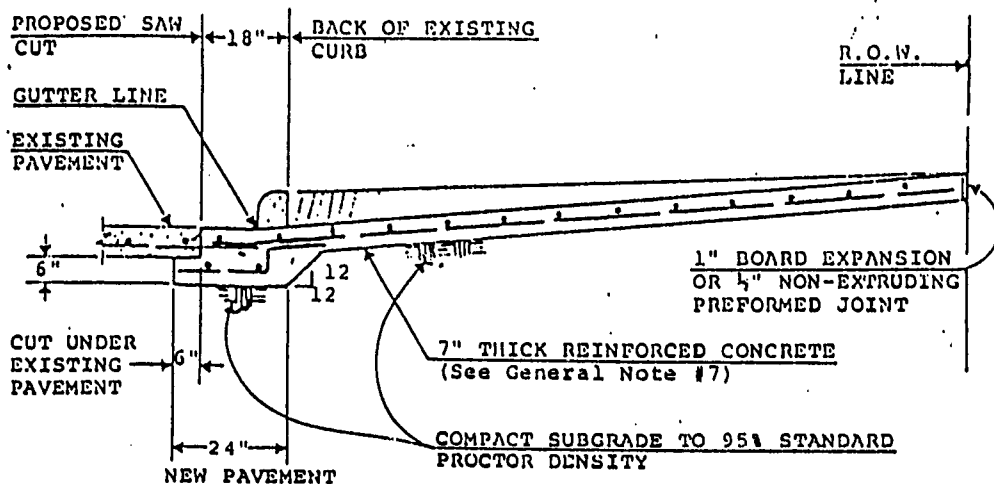
FORT BEND COUNTY ENGINEERING DEPARTMENT

When a Commercial driveway, or curb & gutter is constructed, 4
reconstructed, repaired or reggraded on County Right of Way use the
following:

0870

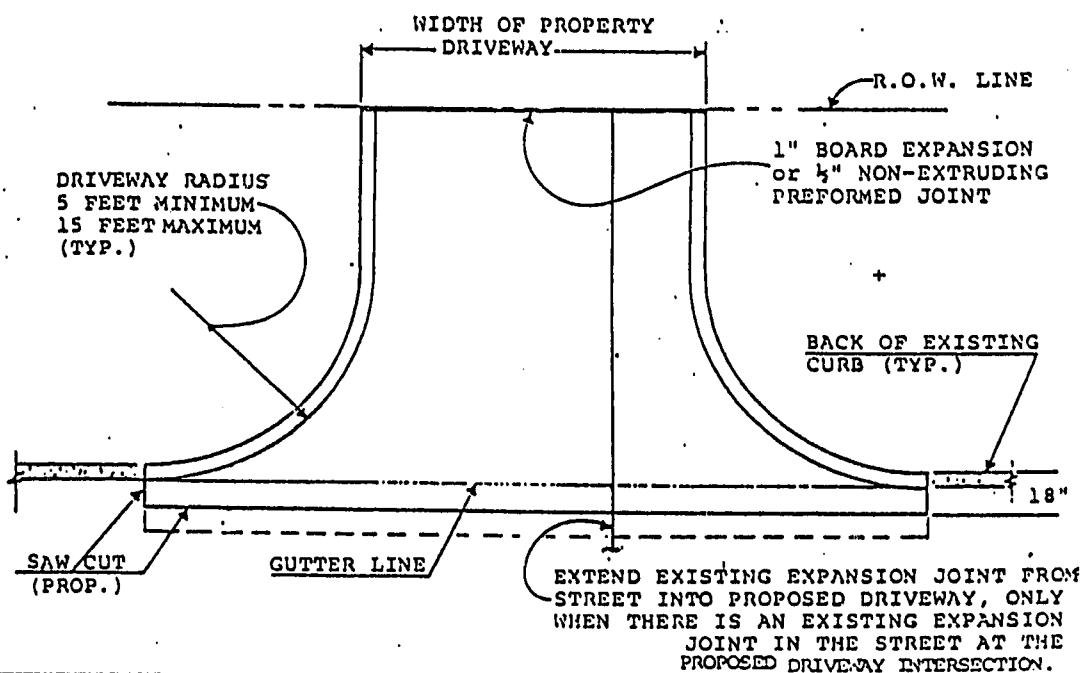
A - Use for all proposed drives on curbed type streets:

AS PER ORIGINAL



"For use with Concrete or Asphalt curbed type streets."

B - Use for all proposed existing curb removal:



SIDEWALKS & DRIVEWAYS ON CURBED TYPE
STREETS
COMMERCIAL AREA

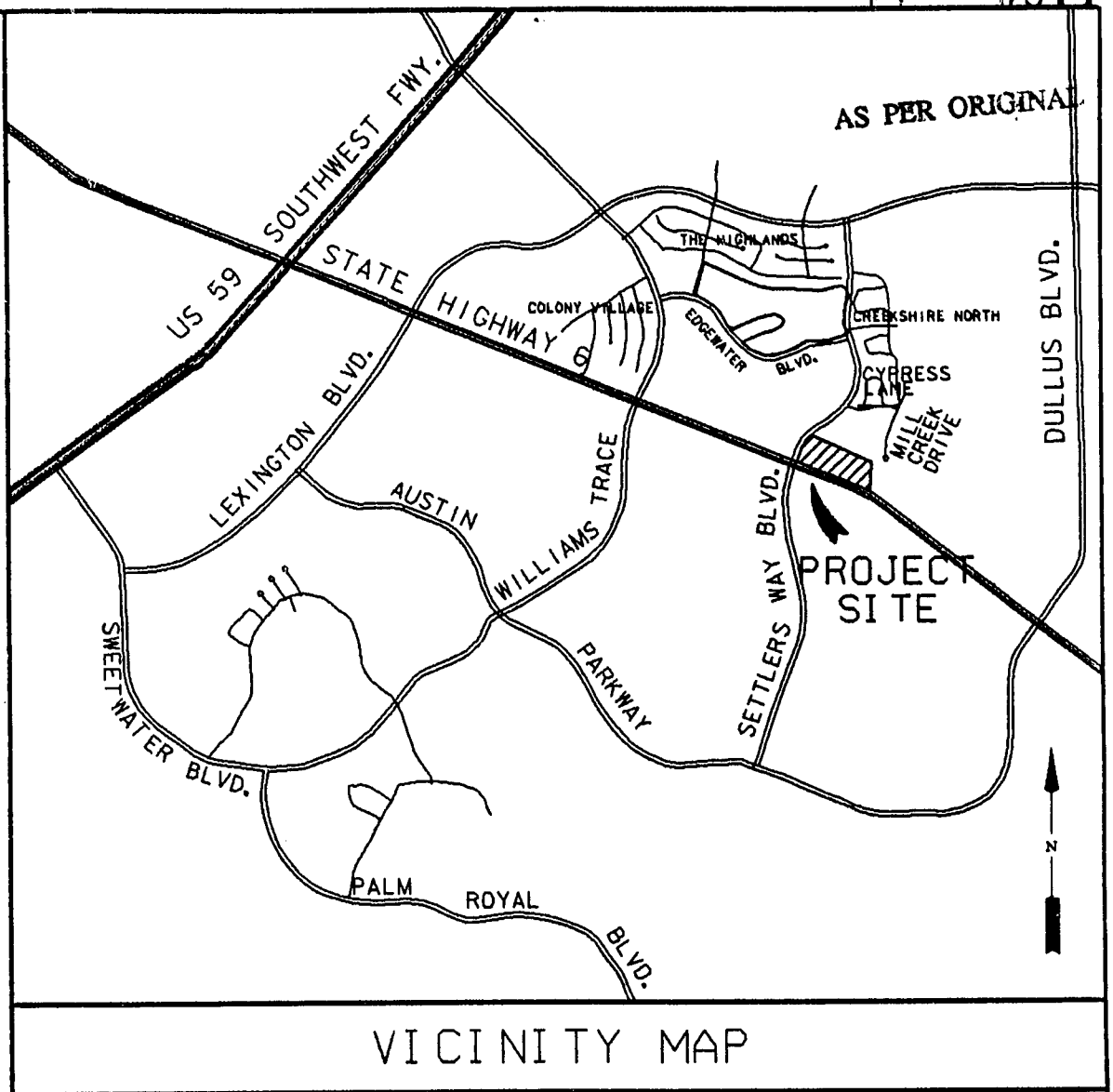
Approved By:

Drawn By:

Date:

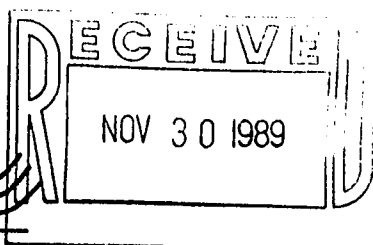
Drawing No: 3

FORT BEND COUNTY ENGINEERING DEPARTMENT



SOURCE

ENVIRONMENTAL SCIENCES, INC.



40 0872

PLEASE SEND PAYMENT TO:
P.O. BOX 38553, SUITE 360
HOUSTON, TEXAS 77238

AIR ★ WATER ★ WASTE CONSULTANTS

November 27, 1989

INVOICE TO

ACCOUNT NUMBER

Fort Bend County Engineering Dept.
Ronald B. Drachenberg, County Engineer
3403 Avenue F
P.O. Box 1449
Rosenberg, Texas 77471

Professional Services Rendered: October 1 to November 15, 1989

Project: Air Quality Addendum and Expert Testimony for County Landfill.

Work Performed: Prepared for and presented testimony at TWC hearing. Two trips to Austin and one to Richmond were required by attorneys for preparation, one trip to Richmond to present testimony. All air dispersion models were rerun and report rewritten to take into account actual plans for gas collection system and for flare as revised expectations for amount of gas collected. Report was retyped and reprinted.

FEES

AMOUNT

Professional Labor:

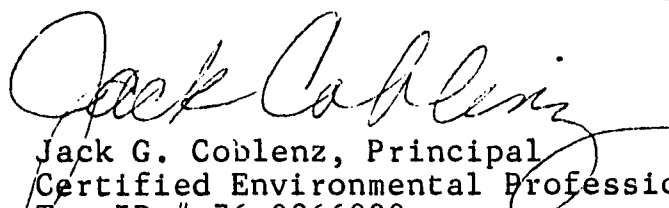
Project Manager	38.0 hrs @\$75/hr	\$2,850.00
Senior Consultant	4.0 hrs @\$65/hr	260.00
Project Scientist I	36.0 hrs @\$50/hr	1,800.00
Word Processing	16.0 hrs @\$25/hr	400.00
	Total Labor	\$5,310.00

Expenses:

Telephone (estimated)		35.00
Federal Express		36.00
Personal Auto	360 miles @ .25/mi	90.00
Travel	2 Trips Houston-Austin-Houston 150/ea	300.00
Printer	10 copies of report at \$25/each	250.00
Scientific Computer	16 hrs @ \$15/hr	240.00
	Total Expenses	951.00

TOTAL AMOUNT DUE

\$6,261.00


Jack G. Coblenz, Principal
Certified Environmental Professional
Tax ID # 76-0266939

24. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS (BOIS D'ARC RD. BRIDGE PROJECT), AND PERSONNEL MATTERS (LIABILITY INSURANCE), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (F,G), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closed Session.

No action taken.

25. APPROVE BILLS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve bills as presented with the exception of Hargrove Electric.

26. CONSIDER APPROVING ADOPT-A-HIGHWAY AGREEMENT WITH DULLES HIGH SCHOOL NATIONAL HONOR SOCIETY:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve ADOPT-A-HIGHWAY AGREEMENT (Dulles Ave. from U.S. 90A-South Main to Lexington Blvd.) with Dulles High School National Honor Society. (Recorded in minutes in full)

27. 2:00 P.M.-HOLD PUBLIC HEARING ON PROPOSED 1990 BUDGET AND CONSIDER ACTION:

Richard Selleh thanked Commissioners' for the 3% increased given to employees.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and motion fails, with Commissioner Lutts, Commissioner Pressley and Judge Stavinoha voting to opposed a 3% salary increase for elected officials.

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Lutts voting to opposed, it is ordered to increase the salary for County Court-at-Law #1 & #2 from \$55,390 to \$60,251.

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts voting to opposed it is ordered to approve Fort Bend County budget in the amount of \$53,369,558 for 1990.

28. ADJOURNMENT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that the Commissioners' Court be adjourned at 3:10 p.m. Monday, December 4, 1989.

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

ADOPT-A-HIGHWAY AGREEMENT

This Agreement is entered into between the County of Fort Bend, hereinafter referred to as "County" and Dulles High School in behalf of the Dulles High School National Honor Society hereinafter referred to as "Society"

WHEREAS, the County desires to maintain litter free roads; and,

WHEREAS, the Society desires to assist in the effort of maintaining litter free roads; and,

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

SECTION I
TERM

1.01 The term of this Agreement shall commence on the 4 day of December, 1989, and shall expire on ~~DECEMBER~~ ~~September 3~~, 1990.

1.02 This Agreement must be renewed annually by County and Society.

SECTION II
DUTIES & RESPONSIBILITIES OF THE SOCIETY

2.01 The Society shall furnish adequate supervision by one or more adults when the participants are fifteen (15) years of age or younger.

2.02 The Society agrees to adopt, for a period of at least one year, Dulles Avenue from U.S. 90A (South Main) to Lexington Blvd., approximately one mile.

2.03 The Society shall obtain safety vests, signs, trash bags, and safety literature from the County during regular business hours.

2.04 The Society shall appoint a Chairperson to serve as spokesman for the Society.

2.05 The Society shall fold-down traffic control signs during a cleanup and return the signs to a closed position after the cleanup has been accomplished.

2.06 The Society's participants shall wear county-supplied and approved safety vests only during the trash pick-up.

2.07 The Society shall be responsible for placing litter in trash bags along the adopt-a-highway road furnished by the County.

2.08 Unused materials and supplies furnished by the County shall be returned to the County by the Society within one week following each cleanup.

2.09 The Society shall be responsible for prohibiting participants from either possessing or consuming intoxicants while participating in the adopt-a-highway program.

2.10 The Society shall be responsible for maintaining a first aid kit and adequate drinking water while participating in litter pick up on the adopted road section.

SECTION III
DUTIES & RESPONSIBILITIES OF THE COUNTY

- 3.01 The County shall assist the Society in determining the specific section of a road that is to be adopted.
- 3.02 The County shall erect a sign at each end of the adopted section with the Society's name or acronym.
- 3.03 The County shall provide safety vests, trash bags, and safety literature.
- 3.04 The County shall remove the filled trash bags the first work day after the pick up.
- 3.05 The County shall remove litter from the adopted section only under unusual circumstances, i.e., to remove large, heavy or hazardous items.

SECTION IV
INDEMNIFICATION

- 4.01 The Society agrees for itself, its heirs, assigns, and legal representatives to release and hold harmless the County and any and all of its officials, staff, employees and servants wheresoever, arising out of or related to any loss, damage or injury, or death sustained under the performance of this agreement.

SECTION V
NO CO-PARTNERSHIP

- 5.01 a. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the Society, (including its officers,

employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever.

b. The Society is to be and shall remain an independent contractor with respect to all services performed under this agreement.

c. It is agreed by the parties that at all times and for all purposes hereunder, the Society is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find Society an employee of the County, and Society shall be entitled to none of the rights, privileges, or benefits of the County employees.

SECTION VI SEVERABILITY

6.01 The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law. Such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination of the other party.

SECTION VII ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

7.01 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 VIII
SERVICES NOT PROVIDED FOR

8.01 The parties shall not perform any work or furnish any materials other than in the normal course of performing the terms of this agreement unless same is approved in writing by the parties. Such approval shall be considered to be a modification of the agreement.

SECTION IX
COMPLIANCE WITH LAWS AND REGULATIONS

9.01 a. It is understood that the terms and conditions of this agreement are governed by the laws of the State of Texas.

b. In providing all services pursuant to this contract, the Society 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 agreement immediately upon delivery of written notice of termination to the Society.

X
NOTICE AND TERMINATION

10.01 This Agreement may be terminated by either party at any time, with or without cause, upon not less than 30 days written notice delivered by mail or in person to the other party.

Notice to the County shall be sent to:

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

Notice to the Society shall be sent to:

Dulles High School
500 Dulles Avenue
Sugar Land, Texas 77478
Attention: Betty Baitland

SIGNED this 4 day of December, 19 89.

FORT BEND COUNTY, TEXAS

By: Jodie E. Stavinocha
Jodie E. Stavinocha, County Judge

Date: 12/11/89

ATTEST

Dianne Wilson
Dianne Wilson, County Clerk

DULLES HIGH SCHOOL

By: Betty Baitland
Administrator

Date: 12-4-89

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

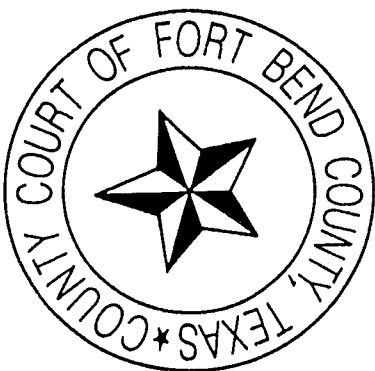
FORT BEND COUNTY, TEXAS

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 2, 1990.STARTING WITH
FILM CODE NO. 90vol.40pg.0659ENDING WITH
FILM CODE NO. 90vol.40pg.0879DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXASBY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 4
DAY OF JANUARY, 1990.
STARTING WITH VOLUME NUMBER 40 PAGE NUMBER 0882.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

SPECIAL SESSION

BE IT REMEMBERED That on this 5th day of December, 1989 Commissioners' Court of Fort Bend County, Texas met in Special Session to hold public hearing on 1990 Proposed Tax Increase with the following present:

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

With County Judge Jodie Stavinoha absent.

1) HOLD PUBLIC HEARING ON PROPOSED INCREASE IN TAX RATE:

Public hearing on proposed increase in tax rate to \$.5227.

No public comments.

2) SET DATE, TIME AND PLACE FOR MEETING TO VOTE ON TAX RATE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set meeting for MONDAY, DECEMBER 11, 1989 at 10:00 a.m. to adopt budget and tax rate.

3) ADJOURNMENT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned at 2:07 p.m. December 5, 1989.

NOTICE OF PUBLIC HEARING

FORT BEND COUNTY COMMISSIONERS COURT
 COURTHOUSE ANNEX, RICHMOND, TEXAS
 SPECIAL SESSION
 TUESDAY, DECEMBER 5, 1989
 2:00 O'CLOCK P.M.

1. Hold public hearing on proposed increase in tax rate. *.5227*
2. Set date, time and place for meeting to vote on tax rate. *10:AM.*
3. Adjournment.

FILED FOR RECORD

TIME *2:45* ~~A.M.~~ P.M.

NOV 30 1989

Doraine Wilson *Jodie E. Stavinoha*
 County Clerk Fort Bend Co., Tex Jodie E. Stavinoha, County Judge

Notice posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday,
 November 30, 1989 at *2:55 p.m.* by *Norma Landry*.

If the governing body prefers, it may choose to mail a notice by first-class mail to each property owner in the district instead of publishing the quarter-page advertisement in the newspaper.

Rules regarding the public hearing are:

The meeting must take place on a weekday that is not a public holiday.

The governing body must provide both proponents and opponents adequate opportunity to present their views of the tax increase.

The hearing must take place within the taxing unit's geographic boundaries in a public building or in another suitable place to which the public normally has access if a public building is unavailable.

At the hearing's conclusion, the governing body must set the date, time, and place for a public meeting to vote on the actual tax rate, then announce this to those attending the public hearing.

The governing body must vote on the tax rate no less 3 days and not more than 14 days after the public hearing.

County commissioners may adopt a tax rate at any meeting in which at least four members are present. At least three members of the commissioners' court must vote in favor of the rate.

In the event that the governing body fails to adopt the official tax rate within the specified time, it must again set a date, time, and place for adopting the tax rate and must republish the notice announcing the meeting.

The proposed tax increase is the only agenda item on the public hearing. A quorum, or simple majority, of the governing body's members is present to discuss the proposal with taxpayers. The governing body should give taxpayers the opportunity to express their opinions about the proposed tax increase.

Now that you have read the budget laws presented in the previous chapter and with this additional information, the following calendar should help you plan your budget cycle. You should use your own dates to suit the particular needs of your own county. You must also take under consideration whether your county is on a fiscal year or calendar year budget cycle.

65.1

THE COUNTY BUDGET CALENDAR

March 2 - County Judge (Auditor) sends Budget Request Forms to Departments.

March 30 - Deadline for Departments to return completed Budget Request Forms to County Judge (Auditor).

April 13 - County Judge delivers the total proposed budget to the Commissioners Court

April 13 - 27 - The Commissioners Court meets with Department Heads

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

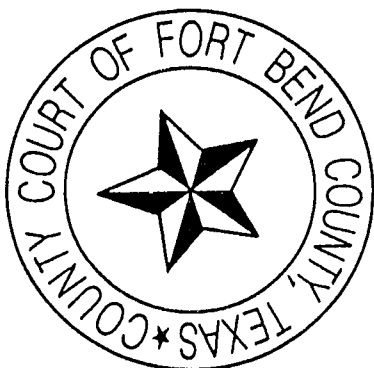
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COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 4, 1990.STARTING WITH
FILM CODE NO. 89 vol.40 pg. 0882ENDING WITH
FILM CODE NO. 89 vol.40 pg. 0884DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY

Gloria G. Martin
GLORIA G. MARTIN

DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 4
DAY OF JANUARY, 19 90.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 0887.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

AGENDA
 FORT BEND COUNTY COMMISSIONERS COURT
 COURTHOUSE ANNEX, RICHMOND, TEXAS
 REGULAR SESSION
 MONDAY, DECEMBER 11, 1989
 9:00 O'CLOCK A.M.

1. Approve minutes of meetings of December 4 & 5, 1989.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Approve service/maintenance agreements for County equipment.
6. Constable R. L. Tiny Gaston, Pct. 1, re: request to purchase automobile from bid #89-077, to be delivered after Jan. 1.
7. Sheriff Perry Hillegeist, re: (1) accept check from T.A.C. in the amount of \$6,747.50 as reimbursement for damages to County vehicle; (2) approve appointment of Paul Germany & John S. McCoy as reserve deputies.
8. Consider approving replacement director for Fort Bend L.I.D. #12.
9. Consider approving interlocal agreement with Wharton County for the housing of juveniles.
10. Consider approving contract with State Purchasing & General Services Commission for TEX-AN phone lines.
11. Consider approving policy for E.M.S. regarding Medicare/Medicaid assignments.
12. Consider approving policy covering employees not insurable by County insurance carrier.
13. Consider appointing replacements to Policies & Procedures Committee.
14. Report on County's 1989 United Way Campaign.
15. Consider approving amendment to IRS Sec. 125 Flexible Benefits Plan document.
16. Consider advertising for bids/proposals for the following: (1) contract for refuse removal for Fort Bend County; ~~(2) election ballots for 1990~~; (3) proposals for IRS Section 125 Flexible Benefits Plan Administrator. *CANCEL*
17. *ACCEPT CHECK*
~~Amend~~ Pct. 2 Road & Bridge line item #08020048⁵⁰³¹~~531~~, road materials by \$16,104.39, reimbursement from County Fairgrounds.
18. Approve plat for New Territory Retail Center One, Pct. 4.
19. Discuss and consider taking action on Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement, including taking action on expiring letter of credit #88-154.
20. Discuss and consider proposal from Associated Environmental Consultants Inc. for services relating to two underground storage tanks for Drainage District.
21. 10:00 a.m. - Hold public hearing to consider replat of Willow Fork, Sec. 1, Pct. 3, and consider taking action.
22. Adopt 1990 budget for filing with County Clerk; and set salaries, expenses and other allowances of elected County officers.
23. Set Tax Rate.
24. Consider application from Fort Bend M.U.D. #13 to install a sanitary sewer line under Lexington Blvd., Pct. 4.

25. Consider authorizing D.A.'s office to take action on expiring letters of credit for Mockingbird Acres, Pct. 2, Weston Lakes, Sec. 10 and Colony Meadows, Sec. 1, Pct. 4.
26. Consider approving services for consulting fees from Jack V. Matson Ph.D., P.E., for landfill.
27. Consider approving services for Landfill Permit Appl. #1554A from Osenbaugh, Tax & Assoc. and Allied Reporters, Inc.
28. Consider approving application from H.L.&P. to install a pole line across Jones Creek & along Bois D'Arc Rd., Pct. 4.
29. Authorize purchase of 2 additional ambulances from bid #89-046.
30. Authorize sale of 3 used ambulances by sealed bid.
31. Consider accepting Data Processing proposal(s), RFP#89-085.
32. Meet in Closed Session to discuss litigation (County Landfill, and Gracey Corp. vs. Fort Bend County), as authorized by Art. 6252-17, Sec. 2(e), V.T.C.S., and consider taking action.
33. 1:30 p.m. - Open and consider bids/proposals for the following: (1) Janitorial services at George Memorial Library; (2) Janitorial services at Courthouse Complex & other County Buildings; (3) Elevator maintenance; (4) Proposals providing Property, Valuable Papers, Data Processing, EMS, & Disappearance, Destruction & Dishonesty Coverage for Fort Bend County; (5) Unpriced proposals for Indigent Health Care Billing Services.
34. Approve bills.
35. ~~35.~~ **ADDENDUM** FILED FOR RECORD
36. ~~35.~~ Adjournment. TIME 2:45 ~~A.M.~~ **P.M.**

DEC 7 1989

Dinae Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinocha
Jodie E. Stavinocha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas, on Thursday, December 7, 1989 at 2:55 p.m. by Norma Hudry.

ADDENDUM TO AGENDA
OF MONDAY, DECEMBER 11, 1989

40 0889
AS PER ORIGINAL

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following items should be added to the Commissioners Court agenda
of Monday, December 11th:

1. Consider amending budget for Indigent Health Care - Hospital/
Medical.
2. Consider approval of Todd M. Yandell as reserve deputy for
Pct. 4 Constable's office, to include bond & oath.

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

DEC 8 1989

Dorcas Wilson
County Clerk Fort Bend Co., Tex

Jodie E. Stavinocha
Jodie E. Stavinocha, County Judge

Addendum to agenda posted at Courthouse & Jane Long Annex, Richmond, Texas
on Friday, December 8, 1989 at 9:00 A.M. by Norma Bradley

REGULAR SESSION

BE IT REMEMBERED That on this 11TH day of DECEMBER, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOA	COUNTY JUDGE
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK

With Commissioner Bud O'Shieles absent for vote.

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

1. APPROVE MINUTES OF MEETING OF DECEMBER 4 & 5, 1989:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of December 4, 1989 with corrections to #10 & #13 and December 5, 1989 #2.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfers in budgets for DATA PROCESSING, JUSTICE OF THE PEACE #4, P1.1, SHERIFF, CONSTABLE PRECINCT #1, #2 & #3, FMLR 4, ROAD & BRIDGE #4, COUNTY ENGINEER, FAIRGROUNDS, 328TH COURT, EMERGENCY MANAGEMENT, EMS, BUILDING MAINTENANCE, ADULT PROBATION, COUNTY CLERK with the exception of the County Clerk (salary line item only).

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

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out of town travel requests for COUNTY EXTENSION and DISTRICT ATTORNEY. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS ON COUNTY EQUIPMENT:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve maintenance agreement for County Library.

6. CONSTABLE R.L. TINY GASTON, PCT. 1, RE: REQUEST TO PURCHASE AUTOMOBILE FROM BID #89-077, TO BE DELIVERED AFTER JAN. 1:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to purchase automobile from KNAPP CHEVROLET in the amount of \$13,200.00, for Constable Pct. 1. (Recorded in minutes in full)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 11 day of December, 1989, at a
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge	
R.L. O'Shieles	-	Commissioner	Precinct #1
Ben Denham	-	Commissioner	Precinct #2
Alton Pressley	-	Commissioner	Precinct #3
Bob Lutts	-	Commissioner	Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES:

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

[illegible]

DATE: December 8, 1989

DEPARTMENT HEAD: Charles W. Miller / *Charles W. Miller*

THE COUNTY OF FORT BEND

BY:

Jodie Stavlnoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shea, 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 1989

On this the 11 day of December, 1989, at a
Session of the Commissioner's Court, the following members being
present:

Jodie Stavinocha	-	County Judge
Bud O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 25, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted 1989.

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:

<u>JPT #4</u>	DEPT.	FROM	TO	INCREASE (DECREASE)
1000-0022-4010(Fees & Serv.)		\$3500.00	2600.00	-\$900.00
1000-0022-0201 (Temp help		\$2680.00	1780.00	-\$900.00
1000-0022-1010 Property & Equipment		\$2200.00	\$2400.00	+\$200.00
1000-0022-1062 Officer Supplies		\$5400.00	\$8700.00	+\$1600.00

DATE: 12-8-89

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY:

Jodie Stavinocha, County Judge

Ben Denham, Commissioner Pct. #2

Bud O'Shieles, 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 1989

On this the 11 day of December, 1989, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
J.P.#1 - 0019	3020		(134.95)
(Line Item)		0200	134.95
	4010		(258.00)
		0200	258.00
	0701		(193.01)
		0200	193.01
	0250		(31.05)
		0300	31.05
	0250		(36.30)
		0400	36.30

585.96

DATE: 12/01/89

DEPARTMENT HEAD: Ray A. Feick

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 11 day of December, 1989, at a _____
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on _____ the Court heard and
approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
original budget for 1989, adopted on _____,

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>1000-0024-0200</u>	<u>3,045.61</u>	<u>2,900.61</u>	<u>-(145.00)</u>
<u>1000-0024-0700</u>	<u>1,046.00</u>	<u>646.00</u>	<u>-(400.00)</u>
<u>1000-0024-0701</u>	<u>300.65</u>	<u>.65</u>	<u>-(300.00)</u>
<u>1000-0024-3020</u>	<u>1,438.88</u>	<u>938.88</u>	<u>-(500.00)</u>
<u>1000-0024-4010</u>	<u>594.93</u>	<u>94.93</u>	<u>-(500.00)</u>
<u>1000-0024-0201</u>	<u>1,552.30</u>	<u>2,310.92</u>	<u>+ 758.62</u>
<u>1000-0024-0300</u>	<u>7866.00</u>	<u>8141.00</u>	<u>+ 275.50</u>
<u>1000-0024-1062</u>	<u>999.98</u>	<u>1,810.86</u>	<u>+ 810.88</u>
_____	_____	_____	_____
_____	_____	_____	_____

DATE: _____

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 11 day of December, 1989, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha	-	County Judge
R.L."Bud" O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>Precinct 4</u>			
<u>Line Item</u>			
<u>Lumber/Hardware</u>			
1208 0064 7003	15,000.00	12,000.00	(3,000.00)
<u>Road Signs</u>			
1208 0064 7004	10,000.00	7,000.00	(3,000.00)
<u>Gas/Oil</u>			
1208 0064 7005	80,000.00	70,000.00	(10,000.00)
<u>Tires/Tubes</u>			
1208 0064 7006	25,000.00	22,000.00	(3,000.00)
<u>Herbicides</u>			
1208 0064 9020	60,000.00	58,200.00	(1,800.00)
<u>Road Material</u>			
1208 0064 5031	315,000.00	335,800.00	20,800.00

DATE: Dec. 11, 1989

DEPARTMENT HEAD: Bob Lutts

THE COUNTY OF FORT BEND

BY:

Jodie Stavinocha, County Judge

Ben Denham, Commissioner Pct. #2

R.L."Bud" O'Shieles, Commissioner
Precinct #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 11 day of December, 1989, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha	- County Judge
R.L."Bud" O'Shieles	- Commissioner Precinct #1
Ben Denham	- Commissioner Precinct #2
Alton Pressley	- Commissioner Precinct #3
Bob Lutts	- Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Precinct 4			
Line Item			
Property/Equipment			
0804 0050 1010	50,000.00	41,284.04	(8715.96)
Rentals			
0804 0050 3020	15,000.00	12,000.00	(3000.00)
Road Material			
0804 0050 5031	621,500.00	633,215.96	11,715.96

DATE: Dec. 11, 1989

DEPARTMENT HEAD: Bob Lutts

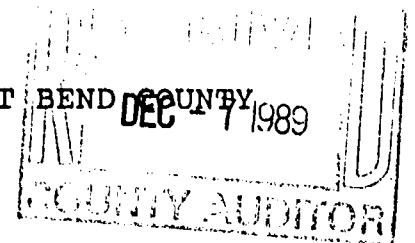
THE COUNTY OF FORT BEND

BY: Jodie Stavinocha, County Judge Ben Denham, Commissioner Pct.#2

R.L."Bud" O'Shieles, Commissioner Precinct #1 Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989



On this the 11th day of December, 1989, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. "Bud" O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE (DECREASE)
	FROM	TO	
<u>1000-0043-0250 Longevity</u>	<u>\$2,250.00</u>	<u>\$2,315.00</u>	<u>\$65.00 (Increase)</u>
<u>Line Item</u>			
<u>1000-0043-0200 Salaries</u>	<u>\$298,405.00</u>	<u>\$298,340.00</u>	<u>\$65.00 (Decrease)</u>
<u>1000-0043-4019 Subsidence</u>	<u>\$10,000.00</u>	<u>.00</u>	<u>\$10,000.00 (Decrease)</u>
<u>1000-0043-4200 Landfill</u>	<u>\$350,000.00</u>	<u>\$360,000.00</u>	<u>\$10,000.00 (Increase)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12-7-89

DEPARTMENT HEAD: Ronald Drachling

THE COUNTY OF FORT BEND.

BY: Jodie Stavinoha, County Judge Ben Denham, Commissioner Pct. #2

R.L. "Bud" O'Shieles, Commissioner Precinct #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 11th day of December, 1989, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha	- County Judge
R.L. "Bud" O'Shieles	- Commissioner Precinct #1
Ben Denham	- Commissioner Precinct #2
Alton Pressley	- Commissioner Precinct #3
Bob Lutts	- Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>1000-0043-0701 Conferences</u>	<u>\$3,000.00</u>	<u>\$2,935.01</u>	<u>\$64.99 (Decrease)</u>
<u>Line Item</u>			
<u>1000-0043-4200 Landfill</u>	<u>\$350,000.00</u>	<u>\$350,064.99</u>	<u>\$64.99 (Increase)</u>
<u>1000-0043-7006 Tires & Tubes</u>	<u>\$750.00</u>	<u>\$707.42</u>	<u>\$42.58 (Decrease)</u>
<u>1000-0043-4200 Landfill</u>	<u>\$350,000.00</u>	<u>\$350,042.58</u>	<u>\$42.58 (Increase)</u>
<u>1000-0043-1020 Repr. to Equip.</u>	<u>\$1,500.00</u>	<u>\$1,378.24</u>	<u>\$121.76 (Decrease)</u>
<u>1000-0043-4200 Landfill</u>	<u>\$350,000.00</u>	<u>\$350,121.76</u>	<u>\$121.76 (Increase)</u>
_____	_____	_____	_____

DATE: 12-7-89

DEPARTMENT HEAD: Ronald Bruckberg

THE COUNTY OF FORT BEND.

BY: Jodie Stavinocha, County Judge Ben Denham, Commissioner Pct.#2

R.L. "Bud" O'Shieles, Commissioner Precinct #1 Alton Pressley, Commissioner Pct.#3

Bob Lutts, Commissioner Pct. #4

40 0899
DEC - 7 1989

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY,
FOR THE YEAR 1989

On this the 11th day of December, 1989, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha	-	County Judge
R.L. "Bud" O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE (DECREASE)
	FROM	TO	
1000-0043-4010 Fees & Serv.	\$6,300.00	\$6,056.27	\$243.73 (Decrease)
<u>Line Item</u>			
1000-0043-4200 Landfill	\$350,000.00	\$350,243.73	\$243.73 (Increase)
1000-0043-2000 Utilities	\$11,239.00	\$10,919.00	\$319.25 (Decrease)
1000-0043-1062 Ofc. Sup.	\$6,000.00	\$6,319.25	\$319.25 (Increase)
1000-0043-2000 Utilities	\$11,239.00	\$10,312.57	\$926.43 (Decrease)
1000-0043-4200 Landfill	\$350,000.00	\$350,926.43	\$926.43 (Increase)

DATE: 12-7-89

DEPARTMENT HEAD: Ronald Drachmeyer

THE COUNTY OF FORT BEND.

BY: Jodie Stavinocha, County Judge Ben Denham, Commissioner Pct. #2

R.L. "Bud" O'Shieles, Commissioner Precinct #1 Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 11 day of December, 1989, at a
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

SHERIFF	DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
10 00 0027 2050	Medicine	45,837.00	35,637.00	(10,200.00)
10 00 0027 2030	Groceries	173,382.00	183,582.00	10,200.00
10 00 0027 3010	Photographic	15,000.00	14,100.00	(900.00)
10 00 0027 4014	Education	15,000.00	13,100.00	(1,900.00)
10 00 0027 7005	Gas/Oil	150,000.00	152,800.00	2,800.00
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

DATE: December 7, 1989

DEPARTMENT HEAD: _____

Perry R. Hillegeist, Jr., Sheriff

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

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0901

On this the 11 day of December, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT <u>7419600005</u>	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
(Line Item)			
<u>1000 0033 2070</u>	<u>25,000⁰⁰</u>	<u>23,250⁰⁰</u>	<u><1,750⁰⁰></u>
<u>1000 0033 2000</u>	<u>40,000⁰⁰</u>	<u>41,750⁰⁰</u>	<u>1,750⁰⁰</u>

DATE: 12-2-89

DEPARTMENT HEAD: Frank W. Barker

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 11 day of December, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

NOW, 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:

DEPARTMENT ²⁹	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>5041 Groceries</u> (Line Item)	<u>60,000.00</u>	<u>58,400.00</u>	<u>(1,600.00)</u>
<u>1010 Property & Equipment</u>	<u>0.00</u>		<u>858.75</u>
<u>1062 Office Supplies</u>	<u>1,200.00</u>		<u>741.25</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12-5-89

DEPARTMENT HEAD: Jodie Stavinoha

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 11 day of December, 1989, at a Session of the Commissioner's Court, the following members being present

Jodie Stavinocha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>0025-1062</u>	<u>4,000.00</u>	<u>4,400.00</u>	<u>400.00</u>
<u>0025-7020</u>	<u>1,500.00</u>	<u>1,100.00</u>	<u>(400.00)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12-7-89

DEPARTMENT HEAD: Rob Cook

THE COUNTY OF FORT BEND

BY:

Jodie Stavinocha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
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 _____, 1988, at a _____
Session of the Commissioners' Court the following members being present;

Jodie Stavinoha----- COUNTY JUDGE
Bud O'Shieles----- COMMISSIONER PRECINCT # 1
Ben Denham----- COMMISSIONER PRECINCT # 2
Alton Pressley----- COMMISSIONER PRECINCT # 3
Bob Lutts----- COMMISSIONER PRECINCT # 4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 15, 1981, the Court heard and approved a budget for the year 1988, 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 1988, adopted November 15, 1981.

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:

328 Dist. Court DEPT.		FROM	TO	INCREASE (DECREASE)
Conferences/Seminars/Training	0701	427.78	-0-	(427.78)
Office Supplies	1062	-112.17	315.61	427.78

DATE: 12/6/89

DEPT. HEAD *[Signature]*

THE COUNTY OF FORT BEND

BY:

JODIE STAVINOKA, COUNTY JUDGE

BEN DENHAM, COMMISSIONER PCT. # 2

BUD O'SHIELES, 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 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>Emergency Management</u>	_____	_____	_____
<u>1010-Prop & Equip</u>	2,600.00	2,531.05	68.95 (DEC)
<u>1062 - Office Supp.</u>	2,200.00	2,244.53	44.53 INC
<u>3000 - Mat/Supplies</u>	6,541.50	6,565.92	24.42 INC
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12-7-89

DEPARTMENT HEAD: Stephen L Speed

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present

Jodie Stavinocha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Constable Pct 1			
Office Supplies	2900.00	2650.00	(250.00)
Fees & Services	3000.00	2700.00	(300.00)
Conferences	1250.00	875.00	(475.00)
Uniforms	2150.00	1690.00	(460.00)
Tires & Tubes	1200.00	600.00	(600.00)
Repairs/Radio	1000.00	300.00	(700.00)
Property & Equip	3000.00	5485.00	2485.00

DATE: 12/14/89

DEPARTMENT HEAD: Ben Denham

THE COUNTY OF FORT BEND

BY:

Jodie Stavinocha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
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 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present

Jodie Stavinocha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT EMS 0034	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
SAL/LABOR 0200	1198244	1173244	(25,000)
Temp/Ex help 0201	209439	234439	25,000
Utilities 2000	31,500	32,200	700.00
Linen 1066	1,000	600	(400)
Feco/Serv 4010	37747	37447	(300)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: _____

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY:

Jodie Stavinocha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
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 1989

40 0908

AS PER ORIGINAL

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

NOW, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE (DECREASE)
	FROM	TO	
Sanitar Supplies			
1000 0008 2040	21,000	23,000	2,000
(Line Item) Building Repairs			
1000 0008 7012	12,250	14,250	2,000
1000 0008 2000	609,000	596,000	<4,000>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12-6-89

DEPARTMENT HEAD: George Beaman

THE COUNTY OF FORT BEND

BY: Jodie Stavinocha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, 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 1989

On this the December day of 1989, at a
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>100000 110701</u>	<u>1000.00</u>	<u>0</u>	<u>(1000.00)</u>
<u>100000 111010</u>	<u>1100.00</u>	<u>2100.00</u>	<u>1000.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12/16/89

DEPARTMENT HEAD: Brady J. E. [Signature]

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge	
R.L. O'Shieles	-	Commissioner Precinct #1	
Ben Denham	-	Commissioner Precinct #2	
Alton Pressley	-	Commissioner Precinct #3	
Bob Lutts	-	Commissioner Precinct #4	

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

NOW, 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:

[illegible]

DATE: 12-6-89

DEPARTMENT HEAD:

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

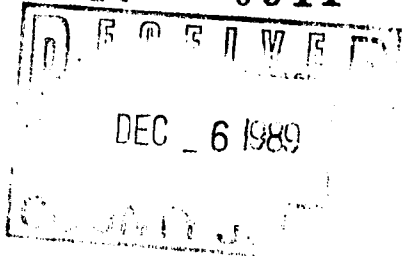
R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 0911



TO: COMMISSIONERS COURT

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

Shirley Brown

Dwight Callis

Pamela W. Terry

DATE OF DEPARTURE: January 10, 1990 - 6:30 a.m.

DATE OF RETURN: January 11, 1990 - 6:00 p.m.

DESTINATION: Texas A&M University, Memorial Student Center, College Station

PURPOSE OF TRIP: attend 4-H and Youth Development 2001 Plan for District
10 and 11 Training

MODE OF TRANSPORTATION: Personal auto

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

DATE: 12/1/89

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

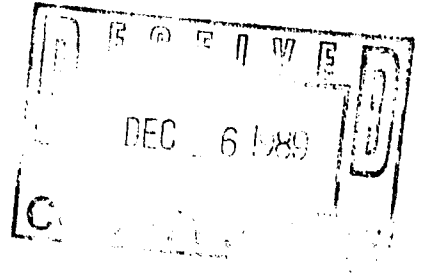
CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 0912



TO: COMMISSIONERS COURT

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

P. Johnnie Cooper

DATE OF DEPARTURE: December 6, 1989, 5:00 a.m.

DATE OF RETURN: December 7, 1989, 7:00 p.m.

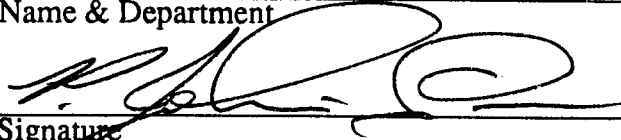
DESTINATION: Beaumont Research & Extension Center

PURPOSE OF TRIP: Attend Research Review & Rice Outlook Conference

MODE OF TRANSPORTATION: Personal Auto

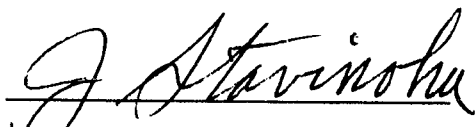
DEPARTMENT HEAD APPROVAL: P. Johnnie Cooper, County Extension Agent-Agriculture
Name & Department

DATE: 12/01/89

Signature 

APPROVED COMMISSIONERS COURT: Presiding Official

Date


12/14/89

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

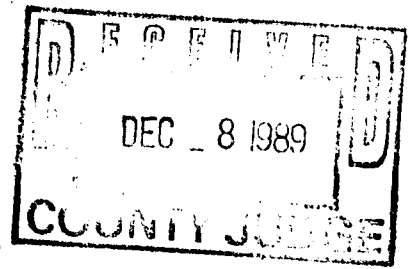
CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

COUNTY OF FORT BEND

Travel Authorization



TO: COMMISSIONERS' COURT

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

Susan Griffin Lowery

Period: Date of Departure March 24, 1990

Date of Return March 29, 1990

Purpose of Trip: NDAA 17th National

Conference on Juvenile Justice in
New Orleans, LA

Places to be Visited: _____

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

Airline

[Signature]
Name

12-7-89
Date

Criminal District Attorney
Title

Approved: Commissioners' Court

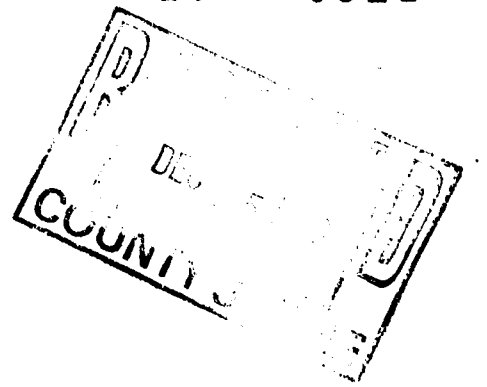
[Signature]
County Judge

12/11/89
Date

40 0914

COUNTY OF FORT BEND

Travel Authorization



TO: COMMISSIONERS' COURT

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

Denise MARKECH

Period: Date of Departure March 6, 1990

Date of Return March 8, 1990

Purpose of Trip: The Sixth National Symposium on Child Sexual Abuse

Places to be Visited: Huntsville, Alabama

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

Airline

[Signature]

Name

12-4-89

Date

Criminal District Attorney

Title

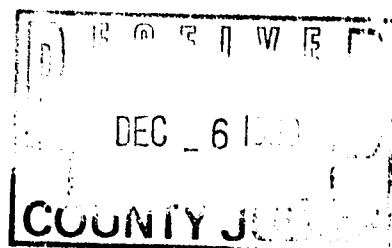
Approved: Commissioners' Court

[Signature]
County Judge

12/11/89
Date

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:

Lora Kempel

Period: Date of Departure January 13, 1990
Date of Return January 18, 1990

Purpose of Trip: N.C.D.A. Trial of the
Juvenile Offender

Places to be Visited: _____

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

Airline
[Signature]
Name

12-4-89
Date

Criminal District Attorney
Title

Approved: Commissioners' Court

[Signature] 12/11/89
County Judge Date

40 0916 6

TABULATION
BID #89-077
PURCHASE OF ONE (1) OR MORE NEW FULL SIZE POLICE PACKAGE AUTOMOBILE

<u>COMPANY</u>	<u>BID PRICE</u>	<u>BID SECURITY SUBMITTED</u>
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX 77210-4179	\$13,200.00	YES
HELFMAN FORD P.O. BOX 721740 HOUSTON, TX 77272	\$16,879.00	YES

RECAPITULATION OF BID INVITATIONS

LEGAL NOTICES RUN IN NEWSPAPER: JULY 30, 1989 & AUGUST 6, 1989.

INDIVIDUAL NOTICES MAILED: 50

BID PACKETS PICKED UP OR MAILED: 10

BIDS RECEIVED: 2

7. SHERIFF PERRY HILLEGEIST, RE: (1) ACCEPT CHECK FROM T.A.C. IN THE AMOUNT OF \$6,747.50 AS REIMBURSEMENT FOR DAMAGES TO COUNTY VEHICLE (2) APPROVE APPOINTMENT OF PAUL GERMANY & JOHN S. MCCOY AS RESERVE DEPUTIES:
 - 1) Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept check from T.A.C. in the amount of \$6,747.50 as reimbursement for damages to county vehicle.
 - 2) Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the appointment of Paul Germany & John S. McCoy as reserve deputies. (Recorded in minutes in full)
8. CONSIDER APPROVING REPLACEMENT DIRECTOR FOR FORT BEND L.I.D. #12:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to appoint ALICE COLEHOWER as Director for Fort Bend L.I.D. #12, effective December 12, 1989 until the remainder of that term.
9. CONSIDER APPROVING INTERLOCAL AGREEMENT WITH WHARTON COUNTY FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve interlocal agreement with Wharton County for the housing of juveniles. (Recorded in minutes in full)
10. CONSIDER APPROVING CONTRACT WITH STATE PURCHASING & GENERAL SERVICES COMMISSION FOR TEX-AN PHONE LINES:

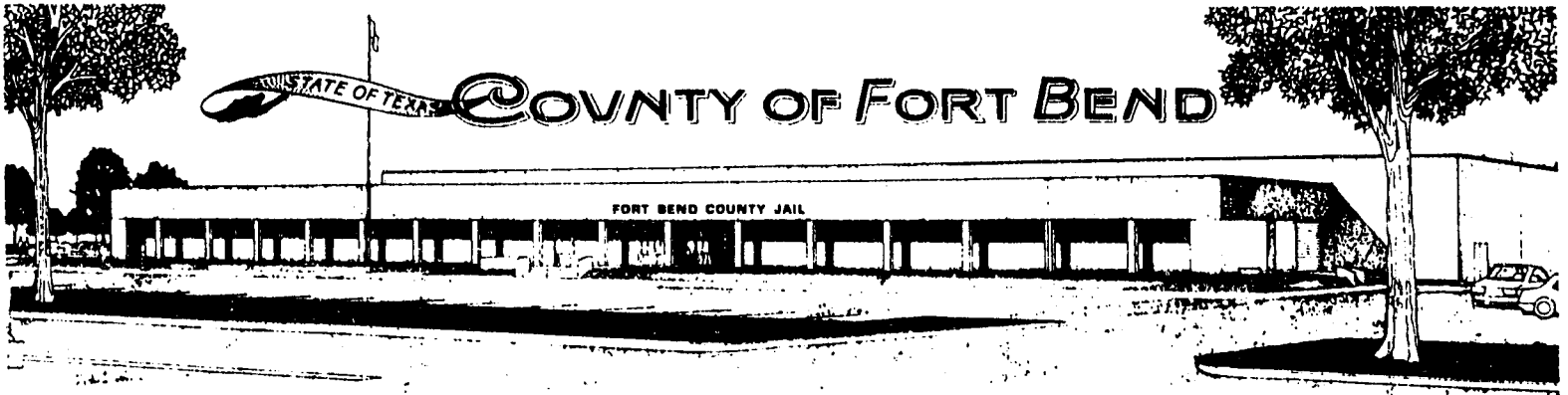
Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract with State Purchasing & General Services Commission for Tex-An phone lines. (Recorded in minutes in full)
11. CONSIDER APPROVING POLICY FOR E.M.S. REGARDING MEDICARE/MEDICAID ASSIGNMENTS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve policy for E.M.S. that they no longer accept assignments of Medicare or Medicaid benefits and authorize the use of credit cards. (Recorded in minutes in full)
12. CONSIDER APPROVING POLICY COVERING EMPLOYEES NOT INSURABLE BY COUNTY INSURANCE CARRIER:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve county policy covering employees not insurable by county insurance carrier.
13. CONSIDER APPOINTING REPLACEMENTS TO POLICIES & PROCEDURES COMMITTEE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to appoint the following to the policy & procedure committee:

Ben Denham - representing Commissioners Court
Perry Hilligiest - representing Sheriff
pending further study by District Attorney regarding representation of Commissioners on the committee.



GUS GEORGE, SHERIFF

December 7, 1989

Honorable Jodie E. Stavinoha, County Judge
Commissioner R. L. O'Shieles, Precinct 1
Commissioner Ben Denham, Precinct 2
Commissioner Alton Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the Commissioners' Court Agenda for Monday, December 11, 1989.

Accept check in the amount of \$6,747.50 from Texas Association of Counties as reimbursement for damages to a County vehicle assigned to the Fort Bend County Sheriff Department.

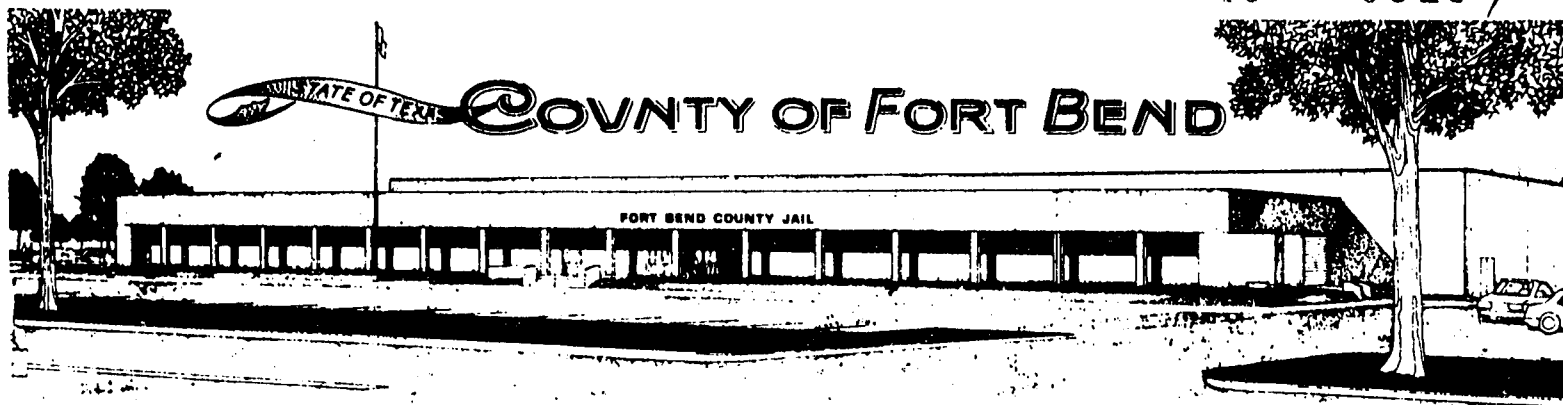
Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Perry R. Hillegeist, Jr.
Sheriff

PRH/jj

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



GUS GEORGE, SHERIFF

December 6, 1989

Honorable Jodie E. Stavinoha, County Judge
 Commissioner R. L. O'Shieles, Precinct 1
 Commissioner Ben Denham, Precinct 2
 Commissioner Alton Pressley, Precinct 3
 Commissioner Bob Lutts, Precinct 4

Gentlemen:

We request the following item be included on the Commissioner's Court Agenda for Monday, December 11, 1989.

Approve appointment of Paul Germany and John S. McCoy as Reserve Deputies with the Fort Bend County Sheriff Department.

This office has completed an extensive background check on the above named individuals and recommends appointment. Mr. Richard Selleh, Personnel Director, has also completed a check on these individuals and concurs with our recommendation.

Your favorable consideration of this request will be most appreciated.

Sincerely,

Perry R. Hillegeist, Jr.
 Sheriff

PRH/rc

cc. Dianne Wilson, County Clerk
 Mr. Richard Selleh, Personnel Director
 Mr. Jed Walzel, Reserve Chief Deputy
 Mr. Thomas J. Sparkman, Chief Deputy

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ORDER APPOINTING DIRECTOR OF
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

WHEREAS, commencing at _____ o'clock, a.m. on the 11th day of December, 1989, the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court") met in regular session at its regular meeting place in the City of Richmond, Fort Bend County, Texas, with the following members present, to wit:

Jodie Stavinocha	County Judge
Bud R. L. O'Shieles	Commissioner
Ben Denham	Commissioner
Alton Pressley	Commissioner
Bob Lutts	Commissioner

WHEREAS, notice of such meeting was published pursuant to Article 6252-17, Vernon's Texas Civil Statutes, as amended;

WHEREAS, on February 4, 1985, the Commissioners Court adopted an Order Granting Petition for Creation of Fort Bend County Levee Improvement District No. 12 (the "District") thereby creating, organizing, and establishing the District as a levee improvement district under the terms and provisions and with the power and authority established by Chapter 57, Texas Water Code, as amended; and

WHEREAS, Section 57.051, the Texas Water Code, as amended, provides for the appointment by Commissioners Court of three Directors for the District;

WHEREAS, by previous order adopted by the Commissioners Court, Jerry D. Johnson was appointed as a Director of the District;

WHEREAS, Director Johnson has informed the District that he intends to resign his position on December 12, 1989, leaving a vacancy;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Pursuant to Section 57.051, Texas Water Code, as amended, Alice Colehower is appointed a Director of the District for a two-year term, said term to begin as of the date of this Order.

ORDERED AND ADJUDGED this 11 day of December 1989.

ATTEST

COMMISSIONERS COURT OF
FORT BEND COUNTY, TEXAS

Deanne A. Olson
County Clerk

By: Jodie E. Stavinocha

(SEAL)

FBLID2/008

CERTIFICATE FOR ORDER APPOINTING DIRECTOR OF
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

I, the undersigned County Clerk of Fort Bend County, Texas (the "County"), do hereby certify as follows:

1. The Commissioners Court (the "Governing Body") of the County convened in session at Fort Bend County, Texas, on December 11, 1989 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted members of the Governing Body, to wit:

Jodie Stavino	County Judge
Bud R. L. O'Shieles	Commissioner
Ben Denham	Commissioner
Alton Pressley	Commissioner
Bob Lutts	Commissioner

All of such persons were present, except the following absentees: _____, thus constituting a quorum, whereupon a written:

ORDER APPOINTING DIRECTOR OF
FORT BEND COUNTY LEVEE IMPROVEMENT DISTRICT NO. 12

(the "Order") was duly moved and seconded and, after due discussion, said motion, carrying with it the adoption of the Order, prevailed and carried by the following votes:

AYES: _____ NOES: _____

2. A true, full, and correct copy of the Order is attached to and follows this Certificate; the Order has been duly recorded in the minutes of the Meeting; and the above and foregoing paragraph is a true, full, and correct excerpt from the minutes of the Meeting pertaining to the adoption of the Order; the persons named in the above and foregoing paragraph are duly elected, qualified, and acting members of the Governing Body; each of such members was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Order would be introduced and considered for adoption at the Meeting, and each of such members consent, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and the public notice of the time, place, and purpose of the Meeting was given, all as required by Article 6252-17, Vernon's Texas Civil Statutes, as amended.

SIGNED AND SEALED this December 11, 1989.

Heanne Wilson
County Clerk

(SEAL)

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

40 0922

AS PER ORIGINAL

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 monthly 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 in 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 responsibility 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 juvenile (s) 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, 1990.

SIGNED this 30th day of November, 19 89.

AS PER ORIGINAL

THE COUNTY OF Wharton, TEXAS

[Signature]
County Judge

ATTEST;

[Signature]
County Clerk

SIGNED this 11th day of December, 19 89.

THE COUNTY OF FORT BEND, TEXAS

[Signature]
JUDIE E. STAVINOKHA County Judge

ATTEST;

[Signature]
DIANNE WILSON County Clerk

APPROVED AS TO FORM;

Chief Juvenile Probation Officer

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERLOCAL COOPERATION ACT CONTRACT

This Contract and Agreement is entered into by and between the State Agency and the Local Governmental Body or Federal Governmental Body shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the "Interlocal Cooperation Act," Article 4413 (32c) V.T.C.S.

I. CONTRACTING PARTIES:

The Receiving Party Fort Bend County

The Performing Party State Purchasing and General Services Commission

II. STATEMENT OF SERVICES TO BE PERFORMED:

Intercity long distance voice telephone service provided on the Texas Agency Network (TEX-AN) and data and/or specialized voice circuits, on an as available basis, as requested by the Receiving Party.

(NOTE: Local service, i.e., keysets, PBX, CENTREX, etc., and long distance service not placed on the TEX-AN will continue to be billed to the Receiving Party by the local telephone company as heretofore.)

The Performing Party agrees to the following:

- A. To reimburse all concerned telephone companies for the costs of the network.
- B. To make available to the Receiving Party the use of the TEX-AN scheduled in such a way as to meet the needs of the Receiving Party, provided this does not violate the rules and regulations necessary to operate the system.
- C. Specialized voice and data circuits will be provided on a space available basis.

The Receiving Party agrees to the following:

- A. To abide by the administrative rules and regulations necessary for the efficient operation of the system and those necessary for the Performing Party to meet its commitment with the telephone industry.
- B. Reimburse the Performing Party for the initial installation charges for interconnection of the TEX-AN with the Receiving Party's PBX or other facilities, as required, as well as for subsequent installation/modification charges if and as necessary. The Receiving Party will continue to be billed by the local telephone company for the use of any equipment or facilities which is not common to the Texas Agency Network.
- C. To provide the Performing Party at least sixty (60) days advance notice, in writing, in the event cancellation of this contract becomes necessary.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

The monthly billing to the Receiving Party will include the following:

- A. A minimum monthly charge for TEX-AN switched voice service equal to the direct and indirect costs incurred by state government for providing the service or a monthly charge based on usage, whichever is higher. Direct costs are those charges for equipment which are required to obtain access to the TEX-AN network and depend upon the current telephone industry tariffs and the number and types of access circuits provided. Indirect costs are based on a prorata share of charges for network common equipment (when applicable) as determined by proportionate usage of those facilities. The current minimum

monthly charge based on the number and types of circuits presently installed and projected usage of those circuits is \$693.20. When actual usage charges exceed the minimum monthly charge, billing will be for usage. The addition or deletion of circuits which provide access to the TEX-AN network will result in corresponding changes to the minimum monthly charge. Such changes will be accomplished by executing an amendment to this contract.

- B. A charge for specialized voice and/or data circuits as requested by each party on an actual cost basis.
- C. An overhead charge for the operation of the system by the State Purchasing and General Services Commission at a rate not to exceed 15% of the total of Items A and B above, prorated on an actual cost basis.

Amendment to this contract may be necessary if specialized circuits are requested and provided, Receiving Party usage increases, telephone company rates increase, or for other unforeseen causes.

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed \$11,000.00 (eleven thousand dollars)

V. PAYMENT FOR SERVICES:

Receiving Party shall pay for services received upon receipt of a proper invoice or voucher prepared by the Performing Party within fifteen (15) days from receipt of same.

Payment for services performed shall be billed monthly.

Payment received by the Performing Party shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VI. TERM OF CONTRACT:

This contract is to begin upon installation of service and
shall terminate August 31, 1990

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected parties of Local, State, and/or Federal Government, (2) the proposed arrangements serve the interest of efficient and economical administration of Local, State, and/or Federal Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

Receiving Party further certifies that it has the authority to contract for the above services by authority granted in Article 4413(32c) V.T.C.S. and/or Section 10, Article 601b, V.T.C.S.

Performing Party further certifies that it has authority to perform the services contracted for by authority granted in Article 4413(32c) V.T.C.S. and/or _____

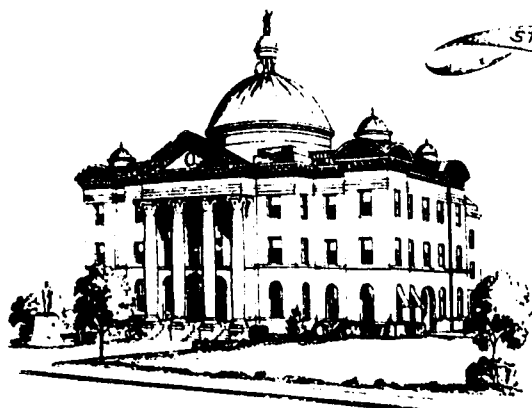
RECEIVING PARTY

Fort Bend County
Name of Agency
By: [Signature]
Authorized Signature
County Judge
Title
Date: 12/11/89

PERFORMING PARTY

State Purchasing and General Services Commission
Name of Agency
By: _____
Authorized Signature

Title
Date: _____



STATE OF TEXAS COUNTY OF FORT BEND

Emergency Medical Services

Rosenberg, Texas 77471

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

December 4, 1989

The Honorable County Judge
and Commissioners Court

Re: Patient billing

Dear Sirs:

Through the years, the accounts receivable department of Fort Bend County Emergency Medical Services has provided the citizens we serve with the benefit of accepting assignment from Medicare and Medicaid. These two governmentally regulated insurance plans have become very rigid in their payment approval practices. That fact, in addition to the legislative cutback of funds and the ancillary tasks associated with account development of these types, continues to burden our department with a large amount of non-productive work. It is my opinion that the origination of this program was a good idea at the time; it provided for some relief of the elderly (those who would be most affected), and our call volume was considerably lower in those days.

Assuming that you are unfamiliar with the forms associated with these transactions, I am enclosing them for your review. Additionally, several procedures must be followed before we are compensated for services by one of the above mentioned insurance plans.

Medicare billing procedures:

a. If the patient's signature and Medicare number have been properly obtained by the paramedic, we will complete the remaining form and forward it to the carrier for payment. If the patient should also have Medicaid insurance, Medicare will submit the remaining balance to Medicaid for payment. If the patient report indicates that the patient was ambulatory, Medicare may deny the claim, thereby making the patient responsible for payment of the bill.

b. Most of the time, the Medicare number or signature is unobtainable by the Paramedics on the scene; therefore, our accounts receivable personnel are then obligated to contact the patient, family member or medical receiving facility by mail or phone for this information. Upon receipt of this information, the form is completed and sent to the carrier.

*approved 12/11/89
J. Sturrock*

(Medicare billing procedures cont.)

- c. If, for any reason, the carrier refuses payment, the patient becomes responsible for the charges and is billed accordingly. The patient may appeal their claim to the carrier, if additional information is available.
- d. The most we can expect from payment by Medicare and supplemental payment, the result of accepting assignment, is \$ 46.80 (the amount approved by Medicare), or 78 % of the total charge. The remaining amount (approximately \$ 13.20) is uncollectable.
- e. The Medicare filing deadline is one (1) year.

Medicaid billing procedures:

a. In emergency situations, the filing process is identical to 'a.', under Medicare billing procedures, excluding the need for obtaining a signature. In non-emergency situations, we are obligated to notify the patient that Medicaid does not accept financial responsibility for non-emergency type calls. This is very difficult to accomplish in the field, but the following outlines why it is important to do so;

1. Before a Medicaid patient can be billed directly for an unapproved ambulance transportation, a form, indicating that the patient will be responsible for such service which is found unapproved by Medicaid, must be signed by the patient before transportation, and attached to their run report.

Footnote to # 1: If the patient chooses not to sign, but continues to request transportation, they may not be responsible for payment should Medicaid refuse to pay for the service provided the patient.

b. When a patient refuses payment, the carrier is billed. If the carrier also refuses to pay for the service, another step is added to a sequence of events that prove to be unproductive. If the carrier indicates that a physician's authorization (P.A.) form is necessary before payment is made, one is then sent to the receiving physician for a signature and returned to us. Most of the time, the physician who received the patient did not authorize the transportation of the patient by ambulance; therefore, they refuse to complete the form for us. Without this form, when requested by Medicaid, we cannot collect any money for the associated services. As a matter of fact, Medicaid generally refuses payment.

AS PER ORIGINAL

(Medicaid billing procedures cont.)

Footnote to b: We make every effort to invoice the carrier prior to the expiration of Medicaid's billing deadline of ninety (90) days.

c. We may then appeal a case with Medicaid. As a matter of fact, we may argue, although the physician refuses to sign a P.A. form, we cannot refuse transportation of the patient. Medicaid does not consider this to be a bonafide argument and will refuse payment. The entire amount, under these conditions, is uncollectable.

If we were to eliminate the acceptance of assignment as outlined in this text, an increase in daily billing will most assuredly follow in the range of thirty-three (33%) percent. Generally speaking, comparing the development of accounts in Medicare/Medicaid with those of direct patient billing, the former will result in more than a fifty (50%) percent additional workload. The additional work is often a futile attempt at collecting for services and will undoubtedly result in falling further behind in the billing process.

To end this letter on a more general note, our accounts receivable records reflect that one third (3427) of our patient accounts have been paid by either Medicare or Medicaid. These statistics cover the last thirty four months. During the same span of time, we have accumulated an outstanding account balance of \$ 31,498.00.

I am recommending to Commissioners Court that we no longer accept assignment of Medicare or Medicaid benefits. The obligation to accept that portion which Medicare or Medicaid approves for payment will be lifted, we will be guaranteed full payment for service, and the patient will be responsible for filing their claim with the carrier.

Sincerely,



Daniel Kosler

encl.

REQUEST FOR MEDICARE PAYMENT—AMBULANCE
MEDICAL INSURANCE BENEFITS-SOCIAL SECURITY ACT
(SEE INSTRUCTIONS ON BACK-TYPE OR PRINT INFORMATION)FORM APPROVED
OMB NO. 0938-0042**PART 1 — PATIENT TO FILL IN ITEMS 1 THROUGH 6 ONLY**

No Part B Medicare Benefits may be paid unless a completed application form has been received as required by existing law and regulations (20 C.F.R. 405-251).
NOTICE—Anyone who misrepresents or falsifies essential information requested by this form may upon conviction be subject to fine and imprisonment under Federal Law.

**COPY FROM
YOUR OWN
HEALTH
INSURANCE
CARD (See
Example on Back)****1** Name of Patient (First Name, Middle Initial, Last Name)**2** Health Insurance Claim No.☐ Male
☐ Female**3** Patient's complete mailing address (including Apt. No.) City, State, ZIP code

Telephone Number

()

4 Was your illness or injury:

Yes

No

a. Connected with your employment?

b. Result of an auto accident?

c. Result of other type accident?

5 If any of your medical expenses will be or could be paid by another insurance organization or government agency, show below

Name and address of organization or agency

Policy or Identification Number

Note: If you **Do Not** want information about this Medicare claim released to the above upon request, check (X) the following block ☐**6** I authorize any holder of medical or other information about me to release to the Social Security Administration and Health Care Financing Administration or its intermediaries or carriers any information needed for this or a related Medicare claim. I permit a copy of this authorization to be used in place of the original, and request payment of medical insurance benefits either to myself or to the party who accepts assignment below.

Signature of patient (See instructions on reverse where patient is unable to sign)

Date signed

SIGN
HERE ▶**PART II — AMBULANCE SUPPLIER TO FILL IN 7 THROUGH 25****7.** Date of Service☐ Emergency ☐ Admission
☐ Discharge ☐ Outpatient visit**8.** Ordered By**9.** Description of Illness or Injury (Describe factors which made ambulance transportation necessary)**10.** Name of Treating Doctor**11.** Address and Telephone Number of Doctor**12.** Origin of Service**13.** Destination of Service**14.** Number of Miles**15.** Cost per Mile**16.** Mileage
Charge**22.** Describe special service (If none leave blank)**17.** Base Rate
18. Spec. Serv.
Chg. (Desc. Item 22)**23.** Name and Address of Supplier (Number and Street, City,
State, Zip code)FORT BEND COUNTY
HT 2 BOX 643 C
ROSENBERG TX
77471

Supplier Code

503449

Telephone Number
()**19.** Total
Charges**20.** Amount
Paid**21.** Any Unpaid
Balance Due**24.** Assignment of Patient's Bill☐ I accept assignment (See reverse)☐ I do not accept assignment**25.** Signature of Supplier

Date Signed

HEALTH INSURANCE CLAIM FORM

(CHECK APPLICABLE PROGRAM BLOCK BELOW)

<input type="checkbox"/> MEDICARE (MEDICARE NO.)		<input type="checkbox"/> MEDICAID (MEDICAID NO.)		<input type="checkbox"/> CHAMPUS (SPONSOR'S SSN)		<input type="checkbox"/> CHAMPVA (VA FILE NO.)		<input type="checkbox"/> FECA BLACK LUNG (SSN)		<input type="checkbox"/> OTHER (CERTIFICATE SSN) *			
PATIENT AND INSURED (SUBSCRIBER) INFORMATION													
1 PATIENT'S NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)				2 PATIENT'S DATE OF BIRTH				3 INSURED'S NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)					
4 PATIENT'S ADDRESS (STREET, CITY, STATE, ZIP CODE)				5 PATIENT'S SEX MALE <input type="checkbox"/> FEMALE <input type="checkbox"/>				6 INSURED'S ID NO. (FOR PROGRAM CHECKED ABOVE, INCLUDE ALL LETTERS)					
				7 PATIENT'S RELATIONSHIP TO INSURED SELF <input type="checkbox"/> SPOUSE <input type="checkbox"/> CHILD <input type="checkbox"/> OTHER <input type="checkbox"/>				8 INSURED'S GROUP NO. (OR GROUP NAME OR FECA CLAIM NO.) <input type="checkbox"/> INSURED IS EMPLOYED AND COVERED BY EMPLOYER HEALTH PLAN					
9 OTHER HEALTH INSURANCE COVERAGE (ENTER NAME OR POLICYHOLDER AND PLAN NAME AND ADDRESS AND POLICY OR MEDICAL ASSISTANCE NUMBER)				10 WAS CONDITION RELATED TO A PATIENT'S EMPLOYMENT YES <input type="checkbox"/> NO <input type="checkbox"/> B ACCIDENT AUTO <input type="checkbox"/> OTHER <input type="checkbox"/>				11 INSURED'S ADDRESS (STREET, CITY, STATE, ZIP CODE) TELEPHONE NO. 11.a CHAMPUS SPONSOR'S STATUS <input type="checkbox"/> ACTIVE DUTY <input type="checkbox"/> DECEASED <input type="checkbox"/> RETIRED BRANCH OF SERVICE					
12 PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE (READ BACK BEFORE SIGNING) I AUTHORIZE THE RELEASE OF ANY MEDICAL INFORMATION NECESSARY TO PROCESS THIS CLAIM; I ALSO REQUEST PAYMENT OF GOVERNMENT BENEFITS EITHER TO MYSELF OR TO THE PARTY WHO ACCEPTS ASSIGNMENT BELOW SIGNED _____ DATE _____				13 I AUTHORIZE PAYMENT OF MEDICAL BENEFITS TO UNDERSIGNED PHYSICIAN OR SUPPLIER FOR SERVICE DESCRIBED BELOW SIGNED (INSURED OR AUTHORIZED PERSON) _____									
PHYSICIAN OR SUPPLIER INFORMATION													
14 DATE OF ILLNESS (FIRST SYMPTOM) OR INJURY (ACCIDENT) OR PREGNANCY (LMP)		15 DATE FIRST CONSULTED YOU FOR THIS CONDITION		16 IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS OR INJURY, GIVE DATES				16.b IF EMERGENCY CHECK HERE <input type="checkbox"/>					
17 DATE PATIENT ABLE TO RETURN TO WORK		18 DATES OF TOTAL DISABILITY FROM _____ THROUGH _____		DATES OF PARTIAL DISABILITY FROM _____ THROUGH _____									
19 NAME OF REFERRING PHYSICIAN OR OTHER SOURCE (e.g., PUBLIC HEALTH AGENCY)				20 FOR SERVICES RELATED TO HOSPITALIZATION GIVE HOSPITALIZATION DATES ADMITTED _____ DISCHARGED _____				22 WAS LABORATORY WORK PERFORMED OUTSIDE YOUR OFFICE? YES <input type="checkbox"/> NO <input type="checkbox"/> CHARGES					
21 NAME & ADDRESS OF FACILITY WHERE SERVICES RENDERED (IF OTHER THAN HOME OR OFFICE)				23 DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. RELATE DIAGNOSIS TO PROCEDURE IN COLUMN D BY REFERENCE NUMBERS 1, 2, 3, ETC. OR DX CODE				B EPSDT YES <input type="checkbox"/> NO <input type="checkbox"/> FAMILY PLANNING YES <input type="checkbox"/> NO <input type="checkbox"/> PRIOR AUTHORIZATION NO.					
24 A DATE OF SERVICE FROM _____ TO _____		B* PLACE OF SERVICE		C FULLY DESCRIBE PROCEDURES, MEDICAL SERVICES OR SUPPLIES FURNISHED FOR EACH DATE GIVEN PROCEDURE CODE IDENTIFY (EXPLAIN UNUSUAL SERVICES OR CIRCUMSTANCES)		D DIAGNOSIS CODE		E CHARGES		F DAYS OR UNITS	G* T.O.S.	H LEAVE BLANK	
25 SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREE(S) OR CREDENTIAL(S); IF CERTIFY THAT THE STATEMENTS ON THE REVERSE APPLY TO THIS BILL AND ARE MADE A PART THEREOF				26 ACCEPT ASSIGNMENT (GOVERNMENT CLAIMS ONLY) (SEE BACK) YES <input type="checkbox"/> NO <input type="checkbox"/>				27 TOTAL CHARGE		28 AMOUNT PAID		29 BALANCE DUE	
30 YOUR SOCIAL SECURITY NO.				31 YOUR EMPLOYER ID NO.									
32 YOUR PATIENT'S ACCOUNT NO.				33 YOUR EMPLOYER'S ACCOUNT NO.									
PLACE OF SERVICE AND TYPE OF SERVICE (IT O S) CODES ON BACK REMARKS													
APPROVED BY AMA COUNCIL ON MEDICAL SERVICE 6/83													

APPROVED BY AMA COUNCIL ON MEDICAL SERVICE 6/83
 FORM HCFA-1500 (1-84) FORM OWCP-1500
 FORM CHAMPUS-501 (1-84) FORM RRB-1500
 FORM AMA OP-501

PHYSICIAN'S AUTHORIZATION FOR
NONEMERGENCY AMBULANCE TRANSFER

Request for Extended Authorization
YES ☐ NO ☐

40 0932

PATIENT NAME: _____ MEDICAID ID NO.: _____

DESTINATION (NAME & ADDRESS): _____

IF THERE IS A FACILITY CLOSER, WHY MUST PATIENT BE TRANSFERRED TO FACILITY
SPECIFIED ABOVE? _____

REASON FOR TRANSFER: _____

DATE OF TRANSFER (for single trip authorization): _____

PROVIDE A DETAILED EXPLANATION OF THE PATIENT'S PHYSICAL CONDITION AND THE
SEVERITY WHICH ESTABLISHES THE MEDICAL NECESSITY FOR THE USE OF AN AMBULANCE AS
OPPOSED TO ANY OTHER MEANS OF TRANSPORTATION: _____

EXTRA EQUIPMENT, TREATMENT AND PERSONNEL DEEMED NECESSARY DURING TRANSFER:

TO THE BEST OF MY KNOWLEDGE AND BASED ON THE PATIENT'S CONDITION, I CERTIFY THAT
AN AMBULANCE IS THE MOST APPROPRIATE MEANS OF TRANSPORTATION.

ATTENDING PHYSICIAN'S NAME (PLEASE PRINT): _____

PHYSICIAN'S SIGNATURE: _____ DATE OF SIGNATURE: _____

AMBULANCE PROVIDER NAME: _____ PROVIDER NO.: _____

FOR NHIC USE ONLY

REVIEWED BY: _____

APPROVED ☐

PAN: _____

DATE RECEIVED: _____

DENIED ☐

PERIOD OF AUTHORIZATION:
FROM: _____ TO: _____

REASON(S): _____

11/88

FBC AMBULANCE SERVICE (EMS)

Daniel Kosler, Director

January 1987 - December 1987

NUMBER CHARGED	\$45.00 - 3,135
	\$75.00 - 223
	\$90.00 - 79
	\$25.00 - 32

NSF CHARGED 11

COPIES 29

PAID BY:

Medicare - 923

Medicaid - 276

Per. Check - 1400

Cash - 47

Money Order - 139

Ins. - 345

Total - 3,130

FBC AMBULANCE SERVICE (EMS)

AS PER ORIGINAL

Daniel Kosler, Director

January 1988 - December 1988

NUMBER CHARGED :

\$25.00	14	\$ 350.00
\$40.00	65	\$ 2,600.00
\$45.00	769	\$ 34,605.00
\$60.00	3399	\$203,940.00
\$75.00	55	\$ 4,125.00
\$90.00	212	\$19,080.00
\$130.00	49	\$ 6,370.00

Total	4563	\$271,070.00
-------	------	--------------

NSF CHARGES:

6	\$90.00
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Copies:

94	\$152.50
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PAID BY:

Medicare	1,104
Medicaid	286
Per. check	1,694
Cash	59
Money order	160
Insurance	432
Total	3,735

40 0935

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 341-8619

To: Members of Commissioners Court

From: Richard Selleh - Personnel Director R H S

Date: December 5, 1989

Subject: Filling two positions on the Policy and Procedure Committee

The current members of the Committee are:

Commissioner Alton Pressley
Member of Commissioners Court - Vacant
County Clerk - Ms. Dianne Wilson
Sheriff - Vacant
District Attorney - Mr. Sam Dick
Assistant District Attorney - Mr. Larry Wagenbach
EMS Director - Mr. Daniel Kosler
Drainage Engineer - Mr. Daniel Gerken
Personnel Director - Mr. Richard Selleh
Non Voting Member Personnel Analyst - Mr. Bill Thomas
Secretary - Ms. Sandy Kucera

I will place this item on the Court agenda for the December 11, 1989 meeting so that the Court can appoint two new members to the Committee.

14. REPORT ON COUNTY'S 1989 UNITED WAY CAMPAIGN:

Richard Selleh, Personnel Director reported 448 employees contributed to United Way.

15. CONSIDER APPROVING AMENDMENT TO IRS SEC. 125 FLEXIBLE BENEFITS PLAN DOCUMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve amendment to IRS SEC. 125 Flexible Benefits Plan Document as presented by Bill Thomas, Assistant Personnel Director. (Recorded in minutes in full)

16. CONSIDER ADVERTISING FOR BIDS/PROPOSALS FOR THE FOLLOWING (1) CONTRACT FOR REFUSE REMOVAL FOR FORT BEND COUNTY; (2) ELECTION BALLOTS FOR 1990; (3) PROPOSALS FOR IRS SECTION 125 FLEXIBLE BENEFITS PLAN ADMINISTRATOR:

Advertise for bids/proposals for contract for refuse removal for Fort Bend County:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for contract for refuse removal for Fort Bend County.

Advertise for election ballots for 1990:

Cancel

Advertise for proposals for IRS Section 125 Flexible benefits plan administrator:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for proposals for IRS Section 125 Flexible Benefits Plan Administrator.

17. AMEND PCT. 2 ROAD & BRIDGE LINE ITEM #08020048531, ROAD MATERIALS BY \$16,104.39, REIMBURSEMENT FROM COUNTY FAIRGROUNDS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept \$16,104.39 and rebudget into Road & Bridge #080200485031.

18. APPROVE PLAT FOR NEW TERRITORY RETAIL CENTER ONE, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for New Territory Retail Center One, Pct. 4. Plat was presented to Commissioners' Court. (Recorded in minutes in full)

19. DISCUSS AND CONSIDER TAKING ACTION ON LONG POINT CREEK/OYSTER CREEK JOINT DRAINAGE FACILITIES FINANCING AGREEMENT, INCLUDING TAKING ACTION ON EXPIRING LETTER OF CREDIT #88-154:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize any and all necessary action on Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement, as presented by Dan Gerken, Drainage District Engineer. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to release letter of credit on Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement.

RESOLUTION OF FORT BEND COUNTY COMMISSIONERS' COURT
AMENDING THE COUNTY BENEFITS PLAN FOR ADMINISTERING
SECTION 125 OF THE INTERNAL REVENUE CODE

On this the 11 day of December, 1989, at a regular meeting of the Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon unanimous motion of PRESSLEY, seconded by DENHAM, duly put and carried:

WHEREAS, Beaumont Financial Services served as the Plan Administrator for the Fort Bend County (hereinafter referred to as "County") Benefits Plan (hereinafter referred to as "Benefits Plan", dated April 1, 1989 for administration of Section 125 of the Internal Revenue Code from April 1, 1989 until November 16, 1989; and,

WHEREAS, Fort Bend County Commissioners' Court, accepted the resignation of Beaumont Financial Services as Plan Administrator of the Benefits Plan; and,

WHEREAS, Beaumont Financial Services remains responsible for its past administration of the Benefits Plan from April 1, 1989 until November 16, 1989; and,

WHEREAS, Fort Bend County, as of November 16, 1989, has become the Administrator of the Benefits Plan and desires for the benefit of county employees that the Benefits Plan continue; and,

WHEREAS, the County desires to limit the enrollment in the Benefits Plan to the employees enrolled prior to November 16, 1989 and that no additional employees be enrolled in the Benefits Plan until a third party plan administrator is selected; and,

WHEREAS, the County desires to restrict, as of January 1, 1990, the options available under the Benefits Plan to dependent care Benefits and to discontinue medical benefits; and,

WHEREAS, under Article 4.2 of the Benefits Plan, the County has the right to amend in whole or in part any or all of the provisions of the Benefits Plan.

NOW, THEREFORE, BE IT RESOLVED that the Benefits Plan be amended to provide that the employee participation in the Benefits Plan be limited to county employees who have, previous to November 16, 1989, enrolled in the Benefits Plan and that no additional employees enroll in the Benefits Plan until a third party Plan Administrator is selected by the County or until otherwise decided by Fort Bend County Commissioners' Court.

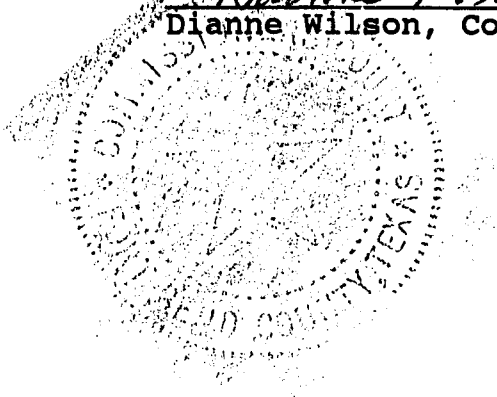
IT IS FURTHER RESOLVED that the Benefits Plan be amended, as of January 1, 1990, to limit the benefits to dependent care only and that benefits for medical expenses be eliminated.

FORT BEND COUNTY COMMISSIONERS' COURT

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

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk



12-7-89

#15

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0940

TO: Commissioner's Court Members
Judge Stavinoha
Commissioner O'Shieles
Commissioner Denham
Commissioner Pressley
Commissioner Lutts

AS PER ORIGINAL

FROM: Richard Selleh, Personnel Director
Bill Thomas, Personnel Analyst

SUBJECT: Amendment to IRS Section 125 Flexible Benefits Plan Document

We request Commissioner's Court to consider amending the Flexible Benefits Plan Document to be effective January 1, 1990. The amendment we are seeking is that of restricting the Plan to the services of Dependent Care Benefits only, and to be restricted to employees who have previously participated by electing the Dependent Care Benefits.

This amendment will in effect reduce plan participation so that only a maximum of up to 18 employees will be eligible. This will allow us to continue the plan at this level of service until such time (hopefully before February 1, 1990) disposition is made as to a third party administrator. Also this amendment will allow us to research a number of proposed IRS changes in the reimbursement procedures related to medical expenses. We feel further clarification of IRS Section 125 is essential before having medical costs reimbursements as part of the plan. We also understand IRS representatives "frown" on terminating plans, with the potential for reopening a new plan sometime in the next year.

We have been guided in this request after several discussions with Mr. Bill Rapp, a consultant with Moreland, Black, and Manning, Inc., a reliable benefits consulting and administration firm with offices in Houston. They've been most helpful in assisting us with a number of our questions and concerns, and have done this without cost to us.

The enclosed page represents information which we desire to include in the amendment. This has been reviewed by Mr. Price, Attorney with the Civil Division of the D.A.'s Office, who feels this amendment is acceptable for our purposes. Thank you for your consideration of our request.

RS/BT:bt

Approved
12/11/89



SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

December 6, 1989

Mr. Bill Thomas
Personnel Department
Fort Bend County, Texas

RE: Benefits Plan for Administration of Section 125 of the
Internal Revenue Code

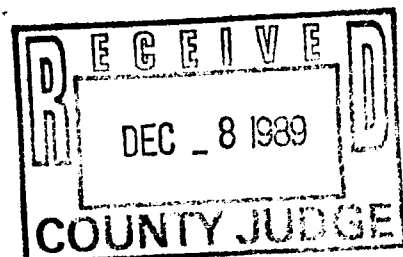
Dear Mr. Thomas:

This office has reviewed your proposal for bids for the administration of the Benefits Plan under Section 125 of the Internal Revenue Code. There are only a few changes, one of which requires a staff with past experience and qualifications for administering such a plan. This office sees no problems with the request for bids.

In Addition, you have proposed two amendments to the Benefit Plan for the transition period during which the county will serve as the administrator of the plan. You propose to have the Benefits Plan amended so that enrollment is limited to those employees who enrolled before November 16, 1989 and that no additional employees be enrolled in the plan until a third party administrator is selected by the county.

Secondly, you propose that the plan be amended so as to limit the benefits to dependent care benefits, i.e., child care and such things as nursing home care for elderly family members. This would eliminate the medical care benefit under the plan. This office can see no problem with these amendments to the contract.

It is also the understanding of this office that you have consulted Mr. William J. Rapp with Moreland, Black & Manning, Inc. as to whether these amendments are permitted under the



COUNTY COURTHOUSE

•

RICHMOND, TEXAS 77469

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(713)342-3411

Internal Revenue Code and tax accounting requirements. You have stated that Mr. Rapp had no objections to these amendments.

Very truly yours,

Mark Price

Mark Price
Assistant District Attorney

MP:lj

cc: County Judge Jodie Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Sam Dick, Criminal District Attorney
Kathy Hynson, Treasurer

RESOLUTION OF FORT BEND COUNTY COMMISSIONERS' COURT
AMENDING THE COUNTY BENEFITS PLAN FOR ADMINISTERING
SECTION 125 OF THE INTERNAL REVENUE CODE

On this the _____ day of December, 1989, at a regular meeting of the Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon unanimous motion of _____, seconded by _____, duly put and carried:

WHEREAS, Beaumont Financial Services served as the Plan Administrator for the Fort Bend County (hereinafter referred to as "County") Benefits Plan (hereinafter referred to as "Benefits Plan", dated April 1, 1989 for administration of Section 125 of the Internal Revenue Code from April 1, 1989 until November 16, 1989; and,

WHEREAS, Fort Bend County Commissioners' Court, accepted the resignation of Beaumont Financial Services as Plan Administrator of the Benefits Plan; and,

WHEREAS, Beaumont Financial Services remains responsible for its past administration of the Benefits Plan from April 1, 1989 until November 16, 1989; and,

WHEREAS, Fort Bend County, as of November 16, 1989, has become the Administrator of the Benefits Plan and desires for the benefit of county employees that the Benefits Plan continue; and,

WHEREAS, the County desires to limit the enrollment in the Benefits Plan to the employees enrolled prior to November 16, 1989 and that no additional employees be enrolled in the Benefits Plan until a third party plan administrator is selected; and,

WHEREAS, the County desires to restrict, as of January 1, 1990, the options available under the Benefits Plan to dependent care Benefits and to discontinue medical benefits; and,

WHEREAS, under Article 4.2 of the Benefits Plan, the County has the right to amend in whole or in part any or all of the provisions of the Benefits Plan.

NOW, THEREFORE, BE IT RESOLVED that the Benefits Plan be amended to provide that the employee participation in the Benefits Plan be limited to county employees who have, previous to November 16, 1989, enrolled in the Benefits Plan and that no additional employees enroll in the Benefits Plan until a third party Plan Administrator is selected by the County or until otherwise decided by Fort Bend County Commissioners' Court.

IT IS FURTHER RESOLVED that the Benefits Plan be amended, as of January 1, 1990, to limit the benefits to dependent care only and that benefits for medical expenses be eliminated.

FORT BEND COUNTY COMMISSIONERS' COURT

By: Jodie E. Stavinocha, County Judge

ATTEST:

Dianne Wilson, County Clerk

COUNTY OF FORT BEND

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0946

Drainage District

AS PER ORIGINAL

Daniel E. Gerken, P.E.

Manager / Engineer

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

December 6, 1989

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

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

Dear Judge Stavinoha,

The attached letter of credit is due to expire on December 15, 1989. Its purpose was to insure payment for work completed on the Long Point Creek/Oyster Creek project referred to in the enclosed agreement. This agreement and project cannot be followed or completed because two of the main parties involved are no longer actively in business. The Drainage District feels there is no further need for the letter of credit, since all work related to it has stopped.

If you have any questions or comments relating to this letter, please contact me at your convenience.

Sincerely,



Mark Vogler
Assistant Engineer

MV:jm
attachment

cc: Commissioner R. L. "Bud" O'Shieles - Precinct #1
Commissioner Ben Denham - Precinct #2
Commissioner Alton Pressley - Precinct #3
Commissioner Bob Lutts - Precinct #4

Approved
12/11/89

United Savings

ASSOCIATION
OF TEXAS

5718 Westheimer, Suite 600, Executive Offices
3200 Southwest Freeway, Suite 2000
P.O. Box 1370, Houston, Texas 77251-1370, 713/963-6500

40 0947

AS PER ORIGINAL

SPECIAL IRREVOCABLE NONTRANSFERABLE LETTER OF CREDIT NO. 88-154
REPLACEMENT FOR NO. 87-93

DECEMBER 9, 1988
IRREVOCABLE LETTER OF CREDIT NO. 88-154
AMOUNT: U.S. \$50,0000.00

Board of Directors
Fort Bend County Drainage District
c/o Mr. Daniel E. Gerken, P.E.
P.O. Box 1028
Rosenberg, Texas 77471

Gentlemen:

We hereby establish our Irrevocable Letter of Credit No. 88-154 in your favor and for the account of United Savings Association of Texas, successor to Homecraft Assets Corporation (the "Developer"), up to the aggregate amount of Fifty Thousand and NO/100 U.S. Dollars (\$50,000.00) pursuant to that certain Letter Agreement titled: Long Point Creek/Oyster Creek Joint Drainage Facilities Financing Agreement: The Drainage Facilities, dated November 27, 1984, between Fort Bend County Drainage District (the "District") and Gertner Aron and Ledet Investments along with the Developer. Such amount will be available to you by one or more drafts at sight drawn on United Savings Association of Texas, 5718 Westheimer, Suite 600, Houston, Texas 77057, accompanied by a written statement from Daniel E. Gerken, Fort Bend County Drainage District Engineer, stating the the amount of the accompanying draft represents the Developer's share of payments due pursuant to the terms of said Agreement. No other supporting documentation will be required.

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

IRREVOCABLE NONTRANSFERABLE LETTER OF CREDIT NO.88-154
DECEMBER 9, 1988
PAGE 2

AS PER ORIGINAL

All drafts drawn must state on their face "Drawn under United Savings Association of Texas Irrevocable Letter of Credit No. 88-154 replaces and immediately cancels Special Irrevocable Nontransferable Letter of Credit No. 87-93.

The original of this Letter of Credit must accompany all drafts presented to us hereunder.

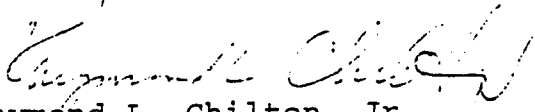
This Letter of Credit expires at our counters on December 15, 1989. Upon receipt of thirty (30) days notice by the Developer, the Letter of Credit will be extended for a thirty (30) day period.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Publication NO. 400 (or any revisions thereto).

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

Very truly yours,

UNITED SAVINGS ASSOCIATION OF TEXAS


Raymond L. Chilton, Jr.
Senior Vice President

RLC/ksg
LOC #1/MEA

United Savings

ASSOCIATION OF TEXAS FSB

3200 Southwest Freeway, Suite 2000
P.O. Box 1370, Houston, Texas 77251-1370, 713/963-6500

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40 0949

AS PER ORIGINAL

November 21, 1989

Mr. Mark Vogler
Fort Bend County Drainage District
Post Office Box 1028
Rosenberg, Texas 77471

Re: United Savings Association of Texas
Letter of Credit No. 88-154

Dear Mr. Vogler:

On November 27, 1984, several property owners entered in a Joint Facilities Financing Agreement with Fort Bend County Drainage District, to construct drainage facilities in Long Pointe Creek and Oyster Creek.

United Savings Association of Texas ("Old United") issued a letter of credit in the amount of \$50,000 to the county as a lender to Homecraft Assets, Inc., one of the property owners.

Since that date, Old United foreclosed on property served by this drainage facility. Due to various circumstances, some of the property owners no longer wish to participate in the construction program. An engineering study on Old United's property showed that the existing drainage improvements were sufficient for near term.

By this letter, United Savings Association of Texas FSB, requests that the agreement referenced above be cancelled and that Old United's letter of credit no. 88-154 be returned to my attention at Post Office Box 1370, Houston, Texas 77251-1370.

It is United's desire to withdraw from the construction program and to release the County from further construction work on behalf of United's property.

Should you have any questions on this matter, you may contact me at (713) 963-6922. Thank you for your assistance.

Sincerely,



Mary Ellen Ambrose
Vice President

MEA/hs
1.OC154.MV

COUNTY OF FORT BEND

10 0950

Drainage District

AS PER ORIGINAL

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

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

December 6, 1989

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

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

Re: Abandonment of Long Point Creek/Oyster Creek Agreement

Dear Judge Stavinoha,

Attached is a copy of an agreement the Fort Bend County Drainage District entered into on November 27, 1984. The agreement required the District to make channel improvements to three channels, and the developers, which entered the agreement, to fund the improvements. Two of the three developers which entered the agreement (Natches and "old" United Savings) are no longer actively in business. I have received a letter from Peter Tscu (the remaining active developer) requesting his remaining funds be returned, since the remaining two phases of the project can not be completed. I have also received a letter from the "new" United Savings requesting the agreement be abandoned and the "old" United Savings Letter of Credit #88-154 be returned. The third developer, Natches, is no longer in existence.

The District has completed one phase of this three phase project, and has been paid in full for the work completed. There are insufficient funds available for the completion of the remaining two phases, and therefore no further improvements can be made in accordance with the agreement. Please advise us of the actions we must take to nullify this agreement. If you have any questions relating to this matter, please contact me.

Sincerely,

Mark Vogler
Assistant Engineer

MV: jm

attachment

cc: Commissioner R. L. "Bud" O'Shieles - Precinct #1
Commissioner Ben Denham - Precinct #2
Commissioner Alton Pressley - Precinct #3
Commissioner Bob Lutts - Precinct #4

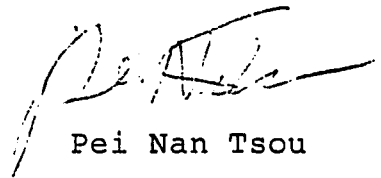
9310 Petersham
Houston, Texas 77031

Mark Vogle
P.O.Box 1028
Rosenberg, Texas 77471

Dear Mr. Vogle:

As per our telephone Conversation, you informed me that the Long Point/Oyster creek Drainage work (per Nov.27, 1984 agreement) can not be completed because the principles in the agreement-Gemcraft Home and Teal Run Ltd.(Homecraft) are no longer actively in business. So you will refund the remaining unused portion of my contribution to the drainage work to me.

Sincerely yours,



Pei Nan Tsou

AS PER ORIGINAL

20. DISCUSS AND CONSIDER PROPOSAL FROM ASSOCIATED ENVIRONMENTAL CONSULTANTS INC. FOR SERVICES RELATING TO TWO UNDERGROUND STORAGE TANKS FOR DRAINAGE DISTRICT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve contract in the amount of \$4,000 from Associated Environmental Consultants Inc. for services relating to two underground storage tanks for Drainage District. Funds to come from Drainage District Contingency Fund. (Recorded in minutes in full)

21. 10:00 A.M.-HOLD PUBLIC HEARING TO CONSIDER REPLAT OF WILLOW FORK, SEC. 1, PCT. 3, AND CONSIDER TAKING ACTION:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve replat of Willow Fork, Sec. 1, Pct. 3 and change name to Kelliwood.

22. ADOPT 1990 BUDGET FOR FILING WITH COUNTY CLERK; AND SET SALARIES, EXPENSES AND OTHER ALLOWANCES OF ELECTED COUNTY OFFICERS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Lutts voting no, and Judge Stavinoha voting yes, it is ordered to authorize salary increased from \$33,600 to \$35,200 for the following elected officials: Justice of the Peace #1 and Justice of the Peace #2, Pl.1, and \$400.00 per month car allowance for Constable Precinct #1. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Lutts voting no, Judge Stavinoha voting yes, it is ordered to adopt the 1990 budget as filed with the County Clerk.

23. SET TAX RATE:

Moved by Commissioner Denham, Seconded by Judge Stavinoha, duly put and carried, with Commissioner Lutts voting no, it is ordered to set the 1990 tax rate at \$.5227.

24. CONSIDER APPLICATION FROM FORT BEND M.U.D. #13 TO INSTALL A SANITARY SEWER LINE UNDER LEXINGTON BLVD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Fort Bend M.U.D. #13 to install a sanitary sewer line under Lexington Blvd., Pct. 4. (Recorded in minutes in full)

25. CONSIDER AUTHORIZING D.S.'S OFFICE TO TAKE ACTION ON EXPIRING LETTERS OF CREDIT FOR MOCKING BIRD ACRES, PCT. 2, WESTON LAKES, SEC. 10 AND COLONY MEADOWS, SEC. 1, PCT. 4:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize the District Attorneys office to take action on expiring letters of credit for Mocking Bird Acres, Pct. 2, Weston Lakes, Sec. 10 and Colony Meadows, Sec. 1, Pct.4. (Recorded in minutes in full)

26. CONSIDER APPROVING SERVICES FOR CONSULTING FEES FROM JACK V. MATSON PH.D., P.E., FOR LANDFILL:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve services for consulting fees from Jack V. Matson PH.D., P.E. for landfill.


ASSOCIATED ENVIRONMENTAL CONSULTANTS, INC.

AS PER ORIGINAL

December 8, 1989

Mr. Dan Gerken
 Ft. Bend County Drainage District
 3417 Avenue F
 P. O. Box 1449
 Rosenberg TX 77471

RE: Proposal to Manage the Removal and Closure of Two Underground Storage Tanks (UST's)
 at the Ft. Bend County Drainage District Maintenance Facility
 AEC No. P-89-110

Dear Mr. Gerken:

Associated Environmental Consultants, Inc. (AEC) is pleased to present this proposal for services for the above referenced project. The scope of work for the above referenced project will consist of: Preparation of contract documents and/or specifications, liaison with the Texas Water Commission, project and construction management and as further defined in Attachment I.

We propose to accomplish this work on a fee basis in the amount of \$4,000.00, as described in Attachments II and III. This maximum amount will not be exceeded without written authorization.

As an option, AEC will, on a fee basis in the amount of \$1500.00 as described in Attachments II & III, design and manage the installation of a containment area for a temporary above ground storage tank.

Associated Environmental Consultants, Inc. stands ready to begin this project as soon as you give us instructions to proceed. Associated Environmental Consultants, Inc. sincerely appreciates this opportunity to be of service to you.

Should the terms of this proposal be acceptable to you, please sign both originals and return one to us.

Sincerely,

Mike Flory
 Mike Flory
 Vice President

MF/dld

P-89-110

ACCEPTED AND AGREED

BY: *Judge E. Stavinoha*
 TITLE: *County Judge*
 DATE: *12/11/89*

ATTACHMENT I

PROPOSAL FOR PREPARATION OF CONTRACT DOCUMENTS
LIAISON WITH THE REGULATORY AGENCIES
PROJECT AND CONSTRUCTION MANAGEMENT

SCOPE OF WORK

Associated Environmental Consultants, Inc. is pleased to present this proposal for the preparation of contract documents and/or specifications, liaison with the regulatory agencies, project and construction management of removal and closure of two UST's at the Ft. Bend County Drainage District, Ft. Bend County, Texas.

PROJECT PLAN

Associated Environmental Consultants, Inc. will:

1. Review the existing documents on each UST installation. (Any TWC forms, notification, registration or other pertinent information, also any records of the Drainage District that might indicate leakage.)
2. Where necessary incorporate any changes and inform the Texas Water Commission.
3. Review with the owner the scope of work to be done.
4. Prepare the contract documents and/or specifications for removal and closure of two tanks.
5. Review each bid response and select or recommend the most qualified contractor(s) on merit and cost.
6. Prepare and submit of Notification of Construction Form for the removal of UST's to the TWC.
7. Prepare and submit tank closure plan to the TWC.
8. Provide construction management for the removal of the UST's, inclusive of site liaison with the TWC and appropriate procedures according to EPA and TWC standards.
9. Obtain the required number of soil/water samples and have them analyzed at owner's expense.
10. Issue final report to the TWC, showing actions taken, results of soil sampling and changes on the TWC registration forms.

ATTACHMENT II

COST SUMMARY

1. Preparation of Contract documents and/or specifications, Liaison with the regulatory agencies	\$ 2,250.00
2. Review of Contracts, Recommendation and Selection of contractor(s), Managing the project	\$ 1,000.00
3. Final Report (include copy to the TWC)	\$ 750.00
TOTAL	\$ 4,000.00

OPTION:

Design and management of the installation of a containment area for a temporary above ground storage tank.

\$ 1,500.00

Notes:

1. Not included in the above Cost Summary are samples and their analysis that may be required by the Texas Water Commission. Samples that may be required will be invoiced at cost plus 20%.
2. All charges incurred by AEC due to uncontrollable circumstances (i.e. presence of contamination) will be billed at hourly rates as shown in Attachment III, however, any additional charges must be approved in advance by commissioner's court. Unquoted costs incurred not specifically addressed in the proposal will be invoiced to the customer at cost plus 20%.
3. This estimate DOES NOT contain provisions for federal, state or local taxes, if applicable.
4. The owner warrants that no materials or situations exist which, through inadvertent action, could be immediately dangerous to life for health in the area(s) where the work is to be performed. Should any such situations exist, the owner further warrants that it will have removed or otherwise stabilized these situations and locations prior to mobilization to the project site or shall inform AEC in writing of the existence of such materials or situations prior to commencement of the project. This may require cost adjustment.

ATTACHMENT III

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal	\$75 to \$100/hour
	Professional	\$35 to \$75/hour
	Technical	\$20 to \$45/hour
	Clerical	\$20 to \$45/hour

The specific hourly rate within each classification listed above depends on the experience and qualifications of the personnel needed for the project.

EXPENSES: Use of company automobiles will be charged at \$0.36 per mile. All other project-specific, third-party costs will be charged at cost plus 20 percent.

PAYMENT: Invoices will be submitted monthly for work in progress. They are due and payable upon receipt, and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum).

CONDITIONS: Associated Environmental Consultants, Inc. warrants that our services are performed, within the limits prescribed by our Clients, with the usual thoroughness and competence of the engineering profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts or reports.

We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on the plans furnished us, in connection with work performed by us.

NONDISCLOSURE
STATEMENT:

This document shall not be reproduced, copied, loaned or transferred to another person directly or indirectly, in whole or in part, nor used for any purpose other than that for which it is specifically furnished, without the prior written consent of Associated Environmental Consultants, Inc.

The Fort Bend County Commissioners Court will consider raising the salaries and travel allowance of certain elected County officials at a regular session of the Court which will meet at 9:00 a.m. Monday, December 11, 1989. The elected officials and their present and proposed annual salaries and monthly travel allowance are listed as follows:

ELECTED OFFICIALS	PRESENT 1989 ANNUAL SALARIES	PROPOSED 1990 ANNUAL SALARIES
JUSTICE OF THE PEACE, PCT. 1	33,600.00	35,200.00
JUSTICE OF THE PEACE, PCT. 2, PL. 1	33,600.00	35,200.00

	PRESENT 1989 MONTHLY TRAVEL	PROPOSED 1990 MONTHLY TRAVEL
CONSTABLE, PCT. 1	.00	400.00

[Signature]

*Approved
12/11/89*

FORT BEND COUNTY ELECTED OFFICIALS
1990 SALARIES

<u>OFFICIALS</u>	<u>SALARIES</u>
COUNTY JUDGE	\$49,350.00
COUNTY COMMISSIONER, PCT. 1	47,250.00
COUNTY COMMISSIONER, PCT. 2	47,250.00
COUNTY COMMISSIONER, PCT. 3	47,250.00
COUNTY COMMISSIONER, PCT. 4	47,250.00
COUNTY SHERIFF	47,250.00
COUNTY CLERK	42,000.00
TAX ASSESSOR/COLLECTOR	42,000.00
DISTRICT CLERK	39,900.00
TREASURER	41,800.00
JUSTICE OF THE PEACE, PCT. 1	35,200.00
JUSTICE OF THE PEACE, PCT. 2, PLACE 1	35,200.00
JUSTICE OF THE PEACE, PCT. 2, PLACE 2	35,200.00
JUSTICE OF THE PEACE, PCT. 3	35,200.00
JUSTICE OF THE PEACE, PCT. 4	35,200.00
CONSTABLE, PCT. 1	28,350.00
CONSTABLE, PCT. 2	28,350.00
CONSTABLE, PCT. 3	28,350.00
CONSTABLE, PCT. 4	28,350.00

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 11th day of December, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend County MUD #13 dated 12/4/89, permit no. 81105 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner 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 D. Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY

Elida Koster
Deputy

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

Appl. # 81105

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

Karl E Baker
 Karl E. Baker, P.E.
 Assistant Engineer
12-5-89
 Date

- ✓
 _____ (1) Complete Application Form
- _____ ✓ a. Name of road, street and/or highway affected
- _____ ✓ b. Map or plat showing course of direction
- _____ ✓ c. Plans and specifications
- EXEMPT _____ (2) Bond
- _____ Perpetual bond currently posted
- or-
- _____ Performance bond submitted in the amount of _____

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81105

Formal notice is hereby given that FORT BEND COUNTY M.U.D. NO. 13 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	: Length of	: Type of Construction
	: Nearest Intersection	: Crossing	: Bored: Jacked: Driven: Cased
LEXINGTON BLVD.	APPROX. 100 FT. NORTH OF E. S.H. 60	90 FT	✓ : ✓ : : :
:	:	:	:
:	:	:	:

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	: To	: Distance
	: Nearest Intersection	:	:
:	:	:	:
:	:	:	:
:	:	:	:

General Description

BORE & JACK 10-INCH, AWWA C-900, DR 18 PVC
SANITARY SEWER UNDER LEXINGTON BLVD.

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

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 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: ESPEY, HUSTON & ASSOC., INC.
AGENT ~~and/or~~ OWNER

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

William H. Pace
(Signature)
WILLIAM H. PACE, P.E.
NAME & TITLE STAFF ENGR.
(Please Print)

DATE: DEC. 4, 1989
ADDRESS: 888 WEST BELT DR. SO., STE 200
(Street/P.O. Box)

HOUSTON, TX 77042
City State Zip
TELEPHONE NO: (713) 781-8800

BENCHMARK

S.E. Corner of Headwall on South Side of SH 6 at "Ditch E"

Elevation : 66.30'

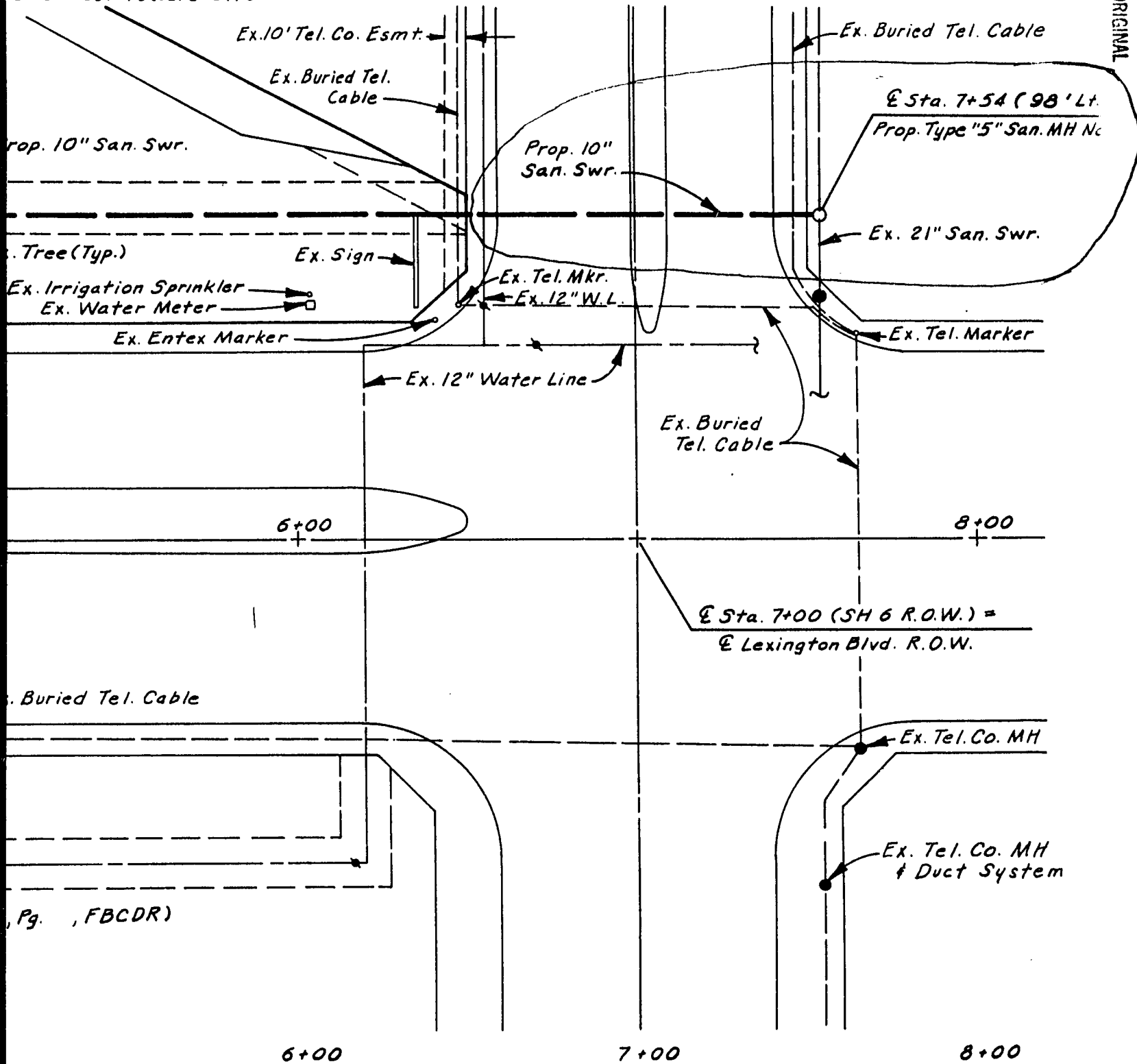
40

0963

AS PER ORIGINAL

a. 4+55 (98' Lt.)

Type "I" San. MH No. 2
over Offset toward SH 6



AS PER ORIGINAL

72

70

68

66

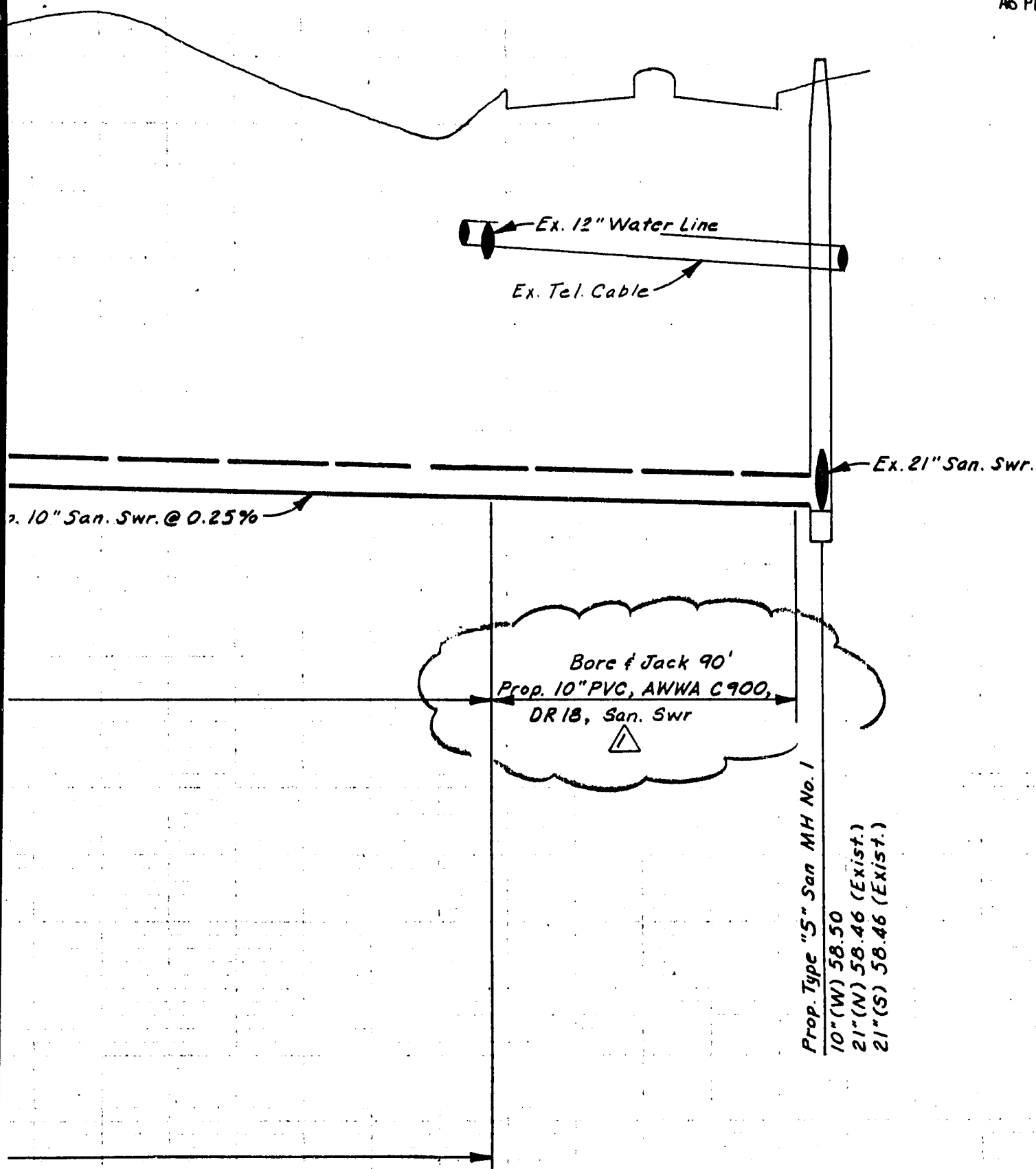
64

62

60

58

56



SCALE: 1"=40'H, 4'V

F.B.C.M.U.D. 13
 ND SANITARY SEWER FACILITIES
 TO SERVE "TRACT 2"

SHEET NO.

2

COUNTY OF FORT BEND

Engineering Department

40

25
0965

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

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

3403 Avenue F
Phone: 342-3039

November 27, 1989

United Savings Association of Texas
Mr. Raymond L. Chilton, Jr., Senior Vice-President
P. O. Box 1370
Houston, TX 77251-1370

Re: Weston Lakes, Section 10 - Letter of Credit #88-156 (\$ 43,332.00)

Dear Sir:

Letter of Credit #88-156, issued by United Savings Association of Texas for the account of United Financial Corporation is due to expire on December 26, 1989.

Please let me know by December 7, 1989, what provisions are being made to renew these Letters of Credit covering the construction and maintenance of roads in Weston Lakes, Section 10.

Current requirements state that Letters of Credit list County Judge Jodie E. Stavinoha or his successors as beneficiary and contain an automatic renewal provision.

You will find attached a copy of expiring Letter of Credit #88-156 and also Fort Bend County's "Letter of Credit form", that we prefer you to use.

If you require additional information, please call.

Sincerely,



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

RDD/mk

attachments (certified #P-611-001-213

cc: Commissioner Bob Lutts, Fort Bend County Precinct 4
Mr. Larry Wagenbach, Fort Bend County Asst. Dist. Attorney - Civil
file

~~AS PER ORIGINAL~~

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

DC Form 2800 Feb 1982

PS Form 3811, Mar. 1987

★ U.S.G.P.O. 1987-178-268

DOMESTIC RETURN RECEIPT

United Savings

ASSOCIATION
OF TEXAS

5718 Westheimer, Suite 600, Executive Offices
3200 Southwest Freeway, Suite 2000
P.O. Box 1370, Houston, Texas 77251-1370, 713/963-6500

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0967

AS PER ORIGINAL

IRREVOCABLE NONTRANSFERABLE LETTER OF CREDIT

December 20, 1988

IRREVOCABLE LETTER OF CREDIT NO. 88-156

AMOUNT: US \$ 43,332.00

EXPIRATION DATE: December 26, 1989

TO: Fort Bend County Judge
Courthouse
Richmond, Texas 77469

We hereby authorize you to value on United Savings Association of Texas ("USAT") of the City of Houston, Texas, for any sum or sums up to the aggregate of FORTY THREE THOUSAND THREE HUNDRED THIRTY-TWO AND NO/100 U.S. Dollars (\$43,332.00), on behalf of United Financial Corporation under its obligations to you under the Fort Bend County Subdivision regulations, to construct and maintain in the roads or streets in the subdivision known as Weston Lakes, Section Ten (10), in accordance with the duly enacted subdivision regulations of said County.

This Letter of Credit shall be valid until the earlier of either:

- (1) December 26, 1989; or
- (2) the completion of all roads in the subdivision in accordance with the required specifications and to the satisfaction of the Fort Bend County Engineer and the approval by the Fort Bend County Commissioners Court of provisions for the maintenance of such roads.

It is understood and agreed that the road construction obligations and the maintenance obligations covered by this Letter of Credit are separate and independent obligations and that, upon satisfaction of either said obligations, the undersigned shall be entitled to reduce that portion of this Letter of Credit which is attributable to the obligations which have been satisfied.

Fort Bend County Judge
Richmond, Texas
December 20, 1988
Page 2

AS PER ORIGINAL

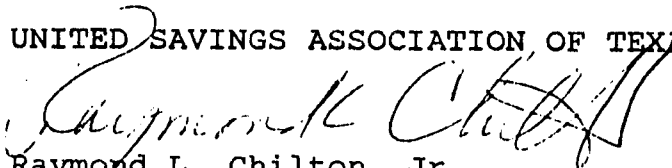
This Letter of Credit is payable to you upon presentation of sight draft (s) drawn on us together with presentation of this original Irrevocable Letter of Credit at United Savings Association of Texas, 5718 Westheimer, Suite 600, Houston, Texas, accompanied by your written authorized officer of Fort Bend County, Texas in substantially the form of one of the Certificate forms attached hereto as Schedule I or Schedule II, with all blanks in such form completed.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation to the Drawee. All drafts drawn hereunder must state on their face "drawn under United Savings Association of Texas Letter of Credit No. 88-156 dated December 26, 1989." The original of this Letter of Credit must accompany any drawings presented to us hereunder.

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

Sincerely,

UNITED SAVINGS ASSOCIATION OF TEXAS



Raymond L. Chilton, Jr.
Senior Vice President

MEA/ksg
LOC #1
Judge.FBC

COUNTY OF FORT BEND

40

0969

Engineering Department

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

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

3403 Avenue F
Phone: 342-3039

November 27, 1989

Texas Commerce Bank
Letter of Credit Division
P. O. Box 2558
Houston, TX 77252-2558

Re: Colony Meadows, Section 1 - Letter of Credit #I-403118 (\$264,627.00)

Dear Sir:

Letter of Credit #I-403118, issued by Texas Commerce Bank for the account of Sugarland Properties, Inc. is due to expire on December 31, 1989.

Please let me know by December 7, 1989, what provisions are being made to renew these Letters of Credit covering the construction and maintenance of roads in Colony Meadows, Section 1.

Current requirements state that Letters of Credit list County Judge Jodie E. Stavinoha or his successors as beneficiary and contain an automatic renewal provision.

You will find attached a copy of expiring Letter of Credit #I-403118 and also Fort Bend County's "Letter of Credit form", that we prefer you to use.

If you require additional information, please call.

Sincerely,



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

RDD/mk

attachments (certified #P-611-001-214)

cc: Sugarland Properties, Inc. (certified #P-622-001-215)

Commissioner Bob Lutts, Fort Bend County Precinct 4

Mr. Larry Wagenbach, Fort Bend County Asst. Dist. Attorney - Civil
file

P 611 001 210

0970

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Letter of Credit Division
Sent to
Texas Commerce Bank

Street and No.

P. O. Box 2558

P.O., State and ZIP Code

Houston, TX 77252-2558

Postage

\$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing

to whom and Date Delivered

Return receipt showing to whom,

Date, and Address of Delivery

TOTAL Postage and Fees

\$2.00

Postmark or Date

11-27-89

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent the card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

- 1.
- ☐
- Show to whom delivered, date, and addressee's address. 2.
- ☐
- Restricted Delivery
-
- ↑(Extra charge)↑

3. Article Addressed to:
Texas Commerce Bank
Letter of Credit Division
P. O. Box 2558
Houston, TX 77252-25584. Article Number
P-611-001-214

Type of Service:

- ☐
- Registered
- ☐
- Insured
-
- ☒
- Certified
- ☐
- COD
-
- ☐
- Express Mail

Always obtain signature of addressee
or agent and DATE DELIVERED.

(COLONY MEADOWS, SECTION 1)

5. Signature — Addressee

X

6. Signature — Agent

X

7. Date of Delivery

NOV 29 1989

8. Addressee's Address (ONLY if
requested and fee paid)

PS Form 3811, Mar. 1987

* U.S.G.P.O. 1987-178-268

DOMESTIC RETURN RECEIPT

P 611 001 215

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

Sent to
Sugarland Properties, Inc.

Street and No.

1250 Shoreline Dr. #360

P.O., State and ZIP Code

Sugar Land, TX 77478

Postage

\$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing
to whom and Date DeliveredReturn receipt showing to whom,
Date, and Address of Delivery

TOTAL Postage and Fees

\$2.00

Postmark or Date

11-27-89

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

- 1.
- ☐
- Show to whom delivered, date, and addressee's address. 2.
- ☐
- Restricted Delivery
-
- ↑(Extra charge)↑

3. Article Addressed to:
Sugarland Properties, Inc.
1250 Shoreline Drive #360
Sugar Land, TX 774784. Article Number
P-611-001-215

Type of Service:

- ☐
- Registered
- ☐
- Insured
-
- ☒
- Certified
- ☐
- COD
-
- ☐
- Express Mail

Always obtain signature of addressee
or agent and DATE DELIVERED.

(COLONY MEADOWS, SECTION 1)

5. Signature — Addressee

X

6. Signature — Agent

X

7. Date of Delivery

11/28/89

8. Addressee's Address (ONLY if
requested and fee paid)

PS Form 3811, Mar. 1987

* U.S.G.P.O. 1987-178-268

DOMESTIC RETURN RECEIPT

Texas
Commerce
Bank

Texas Commerce Bank

NATIONAL ASSOCIATION
INTERNATIONAL BANKING GROUP
P.O. Box 2558, Houston, Texas 77252-2558
717 Travis Street, Houston, Texas 77002-8300 TELEX: 166053 TCB

ISSUE DATE: MARCH 23, 1989
L/C NO.: I-403118

40 0971

Advising Bank

***** DIRECT *****

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

JODIE STAVINOKA, COUNTY JUDGE
FORT BEND COUNTY
POST OFFICE BOX 368
RICHMOND, TEXAS 77469

AMOUNT: USD 264,627.00
(TWO HUNDRED SIXTY FOUR
THOUSAND SIX HUNDRED TWENTY
SEVEN AND 00/100 UNITED
STATES DOLLARS)

GENTLEMEN,

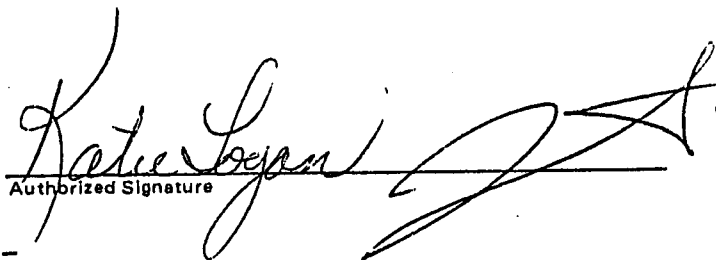
WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. I-403118 IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF SUGARLAND PROPERTIES INCORPORATED, 1250 SHORELINE DRIVE, #360, SUGAR LAND, TEXAS 77478 FOR AN AMOUNT NOT EXCEEDING U.S. DOLLARS 264,627.00 (U.S. DOLLARS TWO HUNDRED SIXTY FOUR THOUSAND SIX HUNDRED TWENTY SEVEN AND NO/100). THIS LETTER OF CREDIT IS AVAILABLE BY YOUR DRAFT DRAWN AT SIGHT ON TEXAS COMMERCE BANK N.A. HOUSTON, (DRAFT MUST BE MARKED: "DRAWN UNDER TEXAS COMMERCE BANK N.A. HOUSTON LETTER OF CREDIT NO. I-403118 DATED MARCH 23, 1989").

THIS LETTER OF CREDIT EXPIRES AT OUR COUNTERS ON DECEMBER 31, 1989.

THE ORIGINAL OF THIS LETTER OF CREDIT MUST ACCOMPANY ALL DRAWINGS.

WE HEREBY ENGAGE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED.

PLEASE DIRECT INQUIRIES REGARDING THIS TRANSACTION TO CUSTOMER SERVICE AT (713) 236-5663 OR (713) 236-5666.


Authorized Signature

I-403118- -001-L1-01-02-01

- 1 -

Provisions applicable to this credit

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

3-27-89 #14

12-11
agenda

COUNTY OF FORT BEND 40

0972 26

Engineering Department

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

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

3403 Avenue F
Phone: 342-3039

December 11, 1989

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

Re: Invoices (12-11-89)

Dear Ms. Wilson:

Invoices to be considered by Commissioners' Court on December 11, 1989 are as follows:

Jack V. Matson, Ph.D., P.E. in the amount of \$ 2,984.91

Osenbaugh, Fox & Associates in the amount of \$10,000.00

Allied Reporters, Inc. in the amount of \$ 613.84

If you have any questions regarding this matter, please contact me.

Sincerely,



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

RDD/mk

cc: file

27. CONSIDER APPROVING SERVICES FOR LANDFILL PERMIT APPL. #1554A FROM OSENBAUGH, TAX & ASSOC. AND ALLIED REPORTERS, INC.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve services for landfill permit application #1554A from Osenbaugh, Tax & Assoc. and Allied Reporters, Inc.

28. CONSIDER APPROVING APPLICATION FROM H.L. & P TO INSTALL A POLE LINE ACROSS JONES CREEK & ALONG BOIS D'ARC RD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone.

29. AUTHORIZE PURCHASE OF 2 ADDITIONAL AMBULANCES FROM BID #89-046:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize the purchase of two additional ambulances from bid #89-046 to FRAZIER INC. at \$62,625.00 per unit. (Recorded in minutes in full)

30. AUTHORIZE SALE OF 3 USED AMBULANCES BY SEALED BID:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize the sale of 3 used ambulances by sealed bid.

31. CONSIDER ACCEPTING DATA PROCESSING PROPOSAL(S), RFP#89-085:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept Data Processing proposal (RFP#89-085) in the amount of \$319,400 from 1989 budget and \$92,980 from 1990 budget. (Recorded in minutes in full)

32. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (COUNTY LANDFILL, AND GRACEY CORP, VS. FORT BEND COUNTY), AS AUTHORIZE BY ART. 6252-17, SEC. 2 (E), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closed Session.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Judge Stavinoha absent, it is ordered to reimburse \$502.62 to Gracey Corporation for Penalty & Interest on 1981 delinquent taxes and agree county enter into a lawsuit dismissal in Gracey Corp. vs. Fort Bend County (Cause #64083).

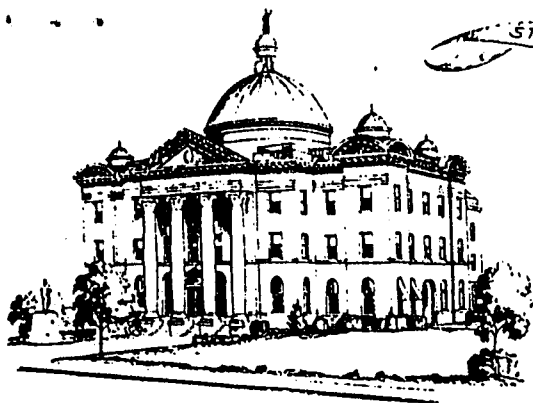
RECESS:

Commissioners' Court recessed at 12:10 p.m..

RECONVENE:

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

33. 1:30 P.M.-OPEN AND CONSIDER BIDS/PROPOSALS FOR THE FOLLOWING:
(1) JANITORIAL SERVICES AT GEORGE MEMORIAL LIBRARY; (2) JANITORIAL SERVICES AT COURTHOUSE COMPLEX & OTHER COUNTY BUILDINGS; (3) ELEVATOR MAINTENANCE; (4) PROPOSALS PROVIDING PROPERTY, VALUABLE PAPERS, DATA PROCESSING, EMS, & DISAPPEARANCE, DESTRUCTION & DISHONESTY COVERAGE FOR FORT BEND COUNTY; (5) UNPRICED PROPOSALS FOR INDIGENT HEALTH CARE BILLING SERVICES:



STATE OF TEXAS

COUNTY OF FORT BEND

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0974

29

Emergency Medical Services

Rt. 2 Box 2629 C
Rosenberg, Texas 77471

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

December 7, 1989

The Honorable County Judge
and Commissioners Court

Dear Sirs:

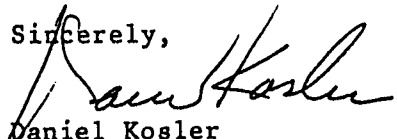
I am requesting your approval to purchase two additional ambulances from existing bid #89-046, and authorization to sell by sealed bid three older (1979, 1982, 1983) ambulances.

The bid I am referencing was awarded earlier this year to Frazer Inc., and bears a price of \$62,625.00 per unit. The bid also carries a deliver date of 120 days, and expires 12/31/89. With your consent we will save approximately \$500.00 (1990 estimated increase) per chassis, and decrease the delivery time (approximately 6 to 7 weeks on rebidding) of the units. Funds are available in the 1990 budget.

Also, a couple of individuals have approached us with interest in purchasing one or more of our ageing ambulances. Both (a Rotary club member, the other from a community college) have showed a desire to help alleviate the deplorable pre-hospital conditons in Mexico.

I thank you in advance for your time and consideration.

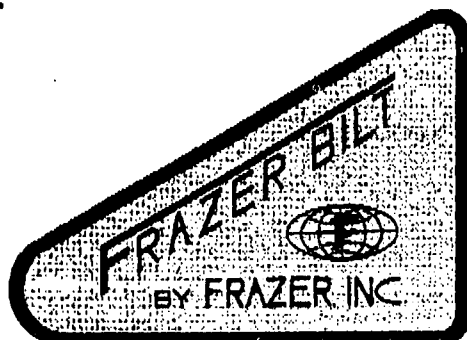
Sincerely,


Daniel Kosler

cc: Mr. John Hammett, Purchasing Agent

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0975



7219 RAMPART STREET
P.O. BOX 741369
HOUSTON, TEXAS 77274
PHONE - (713) 772-5511

LEADERS IN CUSTOM FABRICATING

DECEMBER 6, 1989

MR. DANIEL KOSLER, DIRECTOR
FORT BEND COUNTY EMS
P.O. BOX 368
RICHMOND, TEXAS 77469

QUOTATION #1929 EMS

DEAR SIR:

THIS LETTER IS TO INFORM YOU THAT FRAZER, INC. WILL HOLD THE PRICE ON YOUR AMBULANCES UNTIL JANUARY 31, 1990. THIS ASSUMES THAT YOU WILL KEEP THE SAME CHASSIS CONFIGURATION.

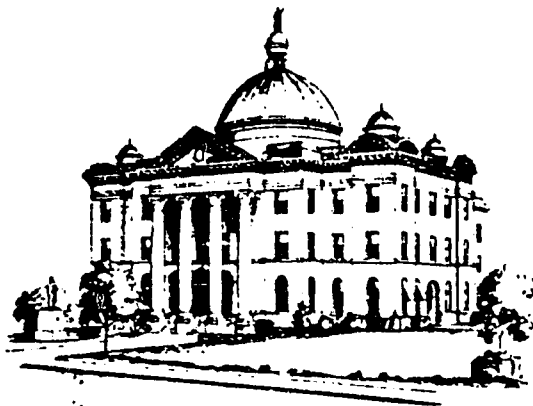
THANK YOU FOR GIVING US THE OPPORTUNITY TO QUOTE THESE ADDITIONAL AMBULANCES.

SINCERELY,
FRAZER, INC.

JOHN T. GRIFFIN
PRESIDENT

JTG:JG

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS
COUNTY OF FORT BEND

May 1, 1989

Frazer, Inc.
P.O. Box 741369
Houston, Texas 77274

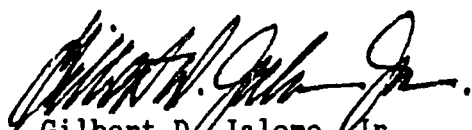
Ref: Purchase of three (3) or more new type 1 ambulances with or without trade-in. Bid #89-046.

Gentlemen,

This letter is to advise you that the Commissioners Court, Fort Bend County, in Regular Session on May 1, 1989 awarded your company the contract pursuant to your bid on the above stated item at the following bid price:

<u>QTY</u>	<u>DESCRIPTION</u>	<u>P.O. #</u>	<u>BID PRICE</u>
1	TYPE 1 AMBULANCE AS SPECIFIED IN BID #89-046 NO TRADE-IN, NO OPTIONAL EQUIPMENT.	9121-05670	\$ 62,625.00
1	TYPE 1 AMBULANCE AS SPECIFIED IN BID #89-046 NO TRADE-IN, NO OPTIONAL EQUIPMENT.	9121-05671	\$ 62,625.00
1	TYPE 1 AMBULANCE AS SPECIFIED IN BID #89-046 NO TRADE-IN, NO OPTIONAL EQUIPMENT.	9121-05672	\$ 62,625.00
TOTAL AMOUNT FOR THREE (3) AMBULANCES:			<u>\$187,875.00</u>

Point of contact will be Mr. Kevin Kress at (713) 342-7233.


Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

cf: Mr. Daniel Kosler
Mr. Kevin Kress
County Auditor

40 0977

INVITATION FOR BIDS
PURCHASE OF THREE (3) OR MORE NEW TYPE 1 AMBULANCES WITH OR WITHOUT TRADE-IN
FOR THE FORT BEND COUNTY EMERGENCY MEDICAL SERVICE
(EXPIRES: 31 DEC 1989)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 17 - 89	89-046	4 - 3 - 89	1	*

Sealed bids subject to the Terms and Conditions of this Invitation For Bids for the purchase of three (3) or more new type 1 ambulances with or without trade-in for the Fort Bend County Emergency Medical Service, as described on the attached specifications, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, 507 Jackson St., Richmond, Texas 77469 until 1:30 P.M., MONDAY, APRIL 17, 1989 at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject any or all bids. Do not add sales tax in bid price, Fort Bend County is tax exempt. Submit bid on this form in its entirety. Insure that all pages of bid form are signed or initialed. Bids not submitted on this form will be disqualified. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, DO NOT TELEPHONE THE PURCHASING DEPARTMENT. Add nothing to this bid, unsolicited attachments will be discarded.

FRAZER, INC.


LEGAL NAME OF CONTRACTING COMPANY

JOHN GRIFFIN	PRES.	713 772 5511
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
P.O. BOX 741369	HOUSTON, TX	77274
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
7219 RAMPART	HOUSTON, TX	77081
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE AMBULANCES WHICH I PROPOSE TO FURNISH WILL MEET OR EXCEED EVERY SPECIFICATION CONTAINED HEREIN. FURTHER I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AS REQUIRED IN THIS INVITATION FOR BIDS. I AM AWARE THAT, ONCE ACCEPTED, MY BID BECOMES A BINDING CONTRACT.

SIGN HERE:

	4/17/89
JOHN GRIFFIN	DATE
SIGNER'S TYPED NAME	
PRES	713 772 5511
TITLE	PHONE NUMBER

ACCEPTED:	DATE
COUNTY JUDGE, FORT BEND COUNTY, TEXAS	

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 17 - 89	89-046	4 - 3 - 89	2	*

A. GENERAL:

1. Fort Bend County promises to purchase not less than three (3) ambulances from this bid (if accepted) from a single bidder.
2. Fort Bend County reserves the right to accept or reject trade-in allowances offered, on a vehicle by vehicle basis.

B. CONTACT PERSON:

For further information contact Mr. Kevin Kress EMS at (713) 342-7233.

C. BIDDER COMPLETE THE FOLLOWING:

1. UNIT BID PRICE, EXCLUDING OPTIONAL EQUIPMENT LISTED ON PAGE #18 OF THIS INVITATION FOR BIDS \$ 62,625.00 F.O.B. POINT OF DELIVERY IN FORT BEND COUNTY, TEXAS.

2. TRADE-IN ALLOWANCE, UNIT #2 \$ 0 AS IS, WHERE IS.

3. TRADE-IN ALLOWANCE, UNIT #3 \$ 0 AS IS, WHERE IS.

4. TRADE-IN ALLOWANCE, UNIT #13 \$ 0 AS IS, WHERE IS.

5. OPTIONAL EQUIPMENT:

ADD TO OR DELETE FROM
UNIT BID PRICE

ITEM #2.20, PAGE #18: \$ ADD 700.00.

ITEM #2.9, PAGE #18: \$ ADD 450.00.

ITEM #3.21, PAGE #18: \$ ADD 500.00.

ITEM #3.27, PAGE #18: \$ NO CHARGE.

ITEM #3.35, PAGE #18: \$ ADD 1300.00.

ITEM #3.37, PAGE #18: \$ NO CHARGE.

ITEM #3.39, PAGE #18: A: \$ NO BID, B: \$ ADD 550.00.

ITEM #3.46, PAGE #18: A: \$ ADD 1300.00, B: \$ ADD 1100.00,

C: \$ ADD 600.00, D: \$ ADD 800.00.

*BID PACKET CONSISTS OF THESE TWO (2) COVER PAGES PLUS THE BID SPECIFICATIONS WHICH FOLLOW.

INITIALS OF BIDDERS: -7- DATE: 4/17/89

REGULAR SESSION

BE IT REMEMBERED That on this 1ST day of MAY, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF APRIL 24, 1989:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve meeting of April 24, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

and a
cutter for Pct. 1. IN BUDGETS:

25. ACCEPT OR REJECT BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW, duly put DOCUMENT COPIER (#89-047); (2) ONE OR MORE NEW FULL-SIZE UTILITY VEHICLE (#89-048); (3) THREE OR MORE NEW TYPE 1 AMBULANCES WITH OR WITHOUT TRADE-IN (#89-016):

Accept or reject one or more new large document copier:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the court finds that the best bid be awarded to BRUNING DIVISION for large document copier in the amount of \$10,095 plus optional equipment in the amount of \$1,995 (for roll paper-w-paper cut) and \$1,195 (for auto sheet feed) for County Engineer's office. (Recorded in minutes in full)

Accept or reject one or more new full-size utility vehicle:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the court finds that the best bid be awarded to JOE GRILLO DODGE for two wheel drive in the amount of \$12,704.00 each for County Engineer. (Recorded in minutes in full)

Accept or reject three or more new Type 1 Ambulances with or without trade-in:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the court finds that the best bid be awarded to FRAZER, INC. for Type 1 Ambulances in the amount of \$62,625 each with selected options to be determined. (Recorded in minutes in full)

FORT BEND COUNTY

DATA PROCESSING

NOTE: All items requested for acceptance are to be paid for from the Data Processing Budget for 1989 and 1990.

The hardware and software recommended herein is an attempt to achieve the following goals:

1. Provide hardware backup;
2. Allow for the attachment of more local terminal devices;
3. Provide for the attachment of local and remote asynchronous terminals, printers, and stand alone personal computers;
4. Install and attach Local Area Networks of Personal Computers;
5. Provide for the installation and support of remote multi-user systems;
6. Provide the mainframe graphics capability for geographic mapping and other graphics applications;
7. Provide a Relational Database and the Productivity Tools to greatly enhance programmer productivity. Increasing productivity through software tools is a better method for increasing output than hiring more programmers;
8. Provide the software to make co-operative and Distributed Processing between the mainframe and intelligent workstations possible.

This Software and Hardware should provide the computing power to carry Fort Bend County for the next several years.

SOFTWARE

The software recommended here is not cheap. However, it incorporates the latest advances in Operating System and Relational Data Base Technology. It is not cheap; but, it provides the opportunity to do many things that we can't do now. It is not cheap; but, it will pay for itself many times over in productivity gains and increased flexibility.

Every computer must have an operating system. We currently use the DOS/VSE operating system with CICS as a transaction processor for interactive applications and with VSAM and DL/I for Data File Management, with COBOL as our programming language. These are highly efficient extremely versatile pieces of software in a strictly mainframe environment.

However, they are more difficult to learn, more difficult to program, more difficult to maintain, and lack the connectivity flexibility of VM with a relational data base manager. Within the past year the capabilities of the VM Operating System and the Oracle Relational Data Base Manager for mainframes has exploded. These products can now support hundreds of users; integrate with personal computers, multi-user workstations, mini computers etc. Also, the programming tools and end user quering tools available have exploded in capability.

In the past we have paid month-to-month rental for large pieces of software for our 4381. Now that outright purchase is available, I recommend that we buy the software. We are going to be using it for many years to come.

ITEMS PROPOSED TO ACCEPT1989 BUDGETED
FUNDS1990 BUDGETED
FUNDSI. Software

- A. The VM Operating System. VM (Virtual Machine) is a truly interactive operating system. It allocates hardware resources to each user in such a manner that each user appears to have his or her own system even though they are sharing the same hardware and software that many other people are using concurrently.

VM is easier to learn than DOS/VSE, it provides much better connectivity to non-mainframe computers and it has far better Personal Computer Support. DOS/VSE can actually run as a guest operating system under VM as can the UNIX operating system.

VM is in used on more than 30,000 IBM mainframes worldwide.

Products include:

- VM/SP - base system,
- EREP - Error recording and recovery,
- RSCS - Remote system connection support,
- ACF/VTAM - SNA communications support,
- ISPF - Interactive screen builder,
- GDDM/IMD - Graphics terminal,
- OS/PLI - (library) Display support,
- OS Assembler - Display support,
- GDDM/VM XA - Display support,
- VSE/VSAM - Low level file access,
- TCP/IP - Remote non-IBM computer communications support, user file directory

1989
131,400

1990
0

- B. Relational Database Manager and Productivity Tools for the IBM VM Operating System. The Oracle RDBMS (Relational Database Manager) is the industry leader in multi-user Relational Data Base Technology. Oracle was the first RDBMS sold commercially in the world.

Oracle runs on practically every hardware platform in use anywhere in the United States. Mainframes, mini-computers, PCs, multi-user workstations, etc. from IBM, DEC, NCR, etc. all can use a version of Oracle. No matter what the hardware platform however, it works exactly the same way, and creates inter-changeable data.

Oracle is not difficult for programmers or end-users to learn and use. It also is more efficient in its hardware usage than other Relational Data Base Managers.

It uses the same database structure the same productivity tools, the same query tools, and the same data administration commands for mainframe, mini-computers, PCs, etc. No other product can do this.

At long last an application developed on a 4381 CPU can run on a Personal Computer, or a multi-user workstation with no changes to the source code, The reverse is also true.

Also, data stored in an Oracle Database is available to any Oracle application running on any machine in the network, (Seamless Integration of Data).

It is the standard for co-operative and distributed processing.

	1989 budget	1990 budget
<u>Products Included:</u>		
<u>Data Base Engine</u>	94,000	
<u>SQL + PLUS</u> - Data Administration System	23,500	

	1989 budget	1990 budget
<u>PRODUCTIVITY TOOLS -</u>		
SQL * Forms	28,200	
SQL * Reportwriter	14,100	
SQL * Menu	14,100	
SQL * COBOL Interface	<u>14,100</u>	<u> </u>
	188,000	

NETWORKING PRODUCTS -

SQL * Net	18,800
SQL * TCP/IP	23,500
SQL * C Language Interface	<u>14,100</u>
	56,400

C. Relational Database for Multi-User Workstations.

These can be Token Ring Network File Servers or UNIX based servers.

Once again the choice is Oracle. This completes the distributed processing function mainframe to User Group processing.

	1989 budget	1990 budget
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Items Included are:

- a. Database Engine
- b. SQL * Reportwriter
- c. SQL * Forms
- d. SQL * Plus
- e. SQL * Net
- f. TCP/IP Protocol Support
- g. SQL * Menu
- h. Pro * Cobol Interface
- i. Pro * C Interface

The Vendor is Oracle.

Multiple copies (at least two)

@ 9,145 each

36,580

TOTAL SOFTWARE:

319,400

92,980

II. HARDWARE.

(all from the 1990 budget)

A. IBM Mainframe

(1) IBM 4381-P13 CPU

Vendor: Insight Investments 72,240
\$704 month maintenanceB. Asynchronous Protocol Convertor

(1) IBM 7171 Convertor

Vendor: IBM 19,174
\$266 month maintenanceC. Co-ax Local Terminal Cluster
Controller and Token Ring Local
Area Network Gateway to the 4381 CPU.

(1) IBM 3174 Cluster Controller

Vendor: IBM 15,566
\$580 per year maintenanceD. IBM Token Ring Local Area Network
File Communication Server.(1 or more) IBM Power Platforms featuring
a 64 bit CPU, 10 megabytes of DRAM,
multiple intelligent serial ports, a
token ring card, and the enhanced
micro-channel busVendor: IBM 14,234
\$320 per year maintenanceE. Multi-User "Unix" ServersThe ALR Power Cache 4 system
featuring 10 megabytes of 60
nanosecond DRAM, eight intelligent
serial ports, 64 bit memory, 128
killobytes of 64 bit cache memory.(1 or more) To be used for
large remote installations.Vendor: General Business Machines 13,800
1,380 per year maintenance

HARDWARE SUMMARY1990 FUNDS

A.	IBM 4381-P13 CPU	
	Vendor: Insight Investments	72,240
		\$704 month maintenance from IBM
B.	IBM 7171 Protocal Convertor	
	Vendor: IBM	19,174
		\$266 month maintenance from IBM
C.	IBM 3174 Cluster Controller	
	Vendor: IBM	15,566
		\$580 per year maintenance from IBM
D.	IBM Power Platform Token Ring File Servers	
	Vendor: IBM	14,284
		\$320 per year maintenance from IBM
E.	Multi-User "UNIX" Servers ALR Power Cache 4 system	
	Vendor: General Business Machines	13,800
		\$1380 per year maintenance

Open bids for janitorial services at George Memorial Library:

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

- 1) ACTIVE BUILDING MAINTENANCE
- 2) ALBERT B. BAUCHAM CO.
- 3) BPA, INC.
- 4) DE LA ROSE BUILDING MAINT.
- 5) HOME WORKS
- 6) SOUTHWESTERN BUILDING SERVICES
- 7) THE GREATEST JANITORIAL SERVICE, INC.
- 8) UNIQUE BUILDING MAINTENANCE SERVICES, INC.

Open bids for janitorial services at courthouse complex & other county buildings:

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

- 1) ACTIVE BUILDING MAINTENANCE
- 2) ALBERT B. BAUCHAM
- 3) BPA, INC.
- 4) DE LA ROSE BUILDING MAINTENANCE
- 5) HOME WORKS
- 6) SOUTHWESTERN BUILDING SERVICES
- 7) UNIQUE BUILDING MAINTENANCE SERVICES

Open bids for elevator maintenance:

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

- 1) DOVER ELEVATORS
- 2) ESCO ELEVATORS, INC.
- 3) GENERAL ELEVATOR CO., INC.

Open bids for proposals providing Property, Valuable Papers, Data Processing, EMS, & Disappearance, Destruction & Dishonesty Coverage for Fort Bend County:

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

- 1) Council Covell - EMS, Property, Valuable Papers
- 2) Texas Association of Counties - Property
- 3) Springer-Huddleston - Data Processing, Dishonesty Coverage

Open bids for unprices proposals for Indigent Health Care Billing Services:

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

- 1) 3RD Party Administrators
- 2) Delta System
- 3) Debt Collectors Inc.

34. APPROVE BILLS:

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

35. CONSIDER AMENDING BUDGET FOR INDIGENT HEALTH CARE-HOSPITAL/MEDICAL:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to amend Indigents's 1989 budget in the amount \$146,000 from 1988 year-end balance for Indigent Health Care-Hospital/Medical.

COMPANY

10

0989

A & M JANITORIAL SERVICE

A'BON MARCHE' JANITORIAL

✓ACTIVE BUILDING MAINTENANCE \$3700

✓ALBERT B. BAUCHAM CO. \$2797

ANSON CLEANING SERVICE

AUTOMATED BUILDING SERVICES, INC.

B & T CONTRACTING, INC.

✓BPA, INC. \$4450 mthly

C.C. CLEANING SERVICES

CAN-DO-IT MAINTENANCE SERVICE

✓DE LA ROSE BUILDING MAINTENANCE \$2250

FIRST AMERICAN BUILDING MAINTENANCE, INC.

HIGH RISE SERVICES

✓HOME WORKS \$2249 mthly

JANI-KING

MERIT MAIDS

NICO BUILDING MAINT., INC.

OGDEN ALLIED BUILDING SERVICES

PATTON ASSOCIATES

PENA'S CLEANING SERVICE

QUALITY CONTRACTING, INC.

REYNALDO & EDNA RUIZ

ROSENBERG JANITORIAL SUPPLY CO.

S & K'S ENVIRONMENTS OF TEXAS

SERVECO, INC.

✓SOUTHWESTERN BUILDING SERVICES \$2042

SUNSHINE JANITORIAL SERVICES

JANITORIAL SERVICE GEORGE MEMORIAL LIBRARY. BID NUMBER 90-013.

40

0990

COMPANY

TEXAS PROFESSIONAL CLEANING

✓ THE GREATEST JANITORIAL SERVICE, INC. \$ 2,449

✓ UNIQUE BUILDING MAINTENANCE SERVICES, INC. 2587

COMPANY

A & M JANITORIAL SERVICE

A'BON MARCHE' JANITORIAL

✓ ACTIVE BUILDING MAINTENANCE \$5774.25

✓ ALBERT B. BAUCHAM CO. \$5817.00

ANSON CLEANING SERVICE

AUTOMATED BUILDING SERVICES, INC.

B & T CONTRACTING, INC.

✓ BPA, INC. \$5601.02

C.C. CLEANING SERVICES

CAN-DO-IT MAINTENANCE SERVICE

✓ DE LA ROSE BUILDING MAINTENANCE \$5804

FIRST AMERICAN BUILDING MAINTENANCE, INC.

HIGH RISE SERVICES

✓ HOME WORKS \$4998.89

JANI-KING

MERIT MAIDS

NICO BUILDING MAINT., INC.

OGDEN ALLIED BUILDING SERVICES

PATTON ASSOCIATES

PENA'S CLEANING SERVICE

QUALITY CONTRACTING, INC.

REYNALDO & EDNA RUIZ

ROSENBERG JANITORIAL SUPPLY CO.

S & K'S ENVIRONMENTS OF TEXAS

SERVECO, INC.

✓ SOUTHWESTERN BUILDING SERVICES \$5595

SUNSHINE JANITORIAL SERVICES

JANITORIAL SERVICE COURTHOUSE COMPLEX. BID NUMBER 90-014.

40

0992

COMPANY

TEXAS PROFESSIONAL CLEANING

THE GREATEST JANITORIAL SERVICE, INC.

\$5995

✓ UNIQUE BUILDING MAINTENANCE SERVICES, INC.

\$5195.35

ELEVATOR MAINTENANCE COURTHOUSE COMPLEX. BID #90-015.

33(3)

40 0993

COMPANY

ARMOR ELEVATOR CO., INC.

✓ DOVER ELEVATORS \$995 00

✓ ESCO ELEVATORS, INC. \$1,032

✓ GENERAL ELEVATOR CO., INC. \$1175 (No Proof of Ins.)

HOUSTON ELEVATOR

MARSHALL STEVENSON ELEVATOR CO.

UNPRICED PROPOSALS FOR INDIGENT HEALTH CARE BILLING SERVICES.

COMPANIES NOTIFIED

✓ 3RD PARTY ADMINISTRATORS

ADJUSTCO

AMERICAN GENERAL INS.

BLUE CROSS/BLUE SHIELD OF TEXAS

CLAIMS SERVICES

✓ DELTA SYSTEM

EMPLOYEE PLAN SERVICES, INC.

EQUICOR HOUSTON

GIGNA HEALTH PLANT TEXAS/HOUSTON

HAS

KEMPER NATIONAL

MANAGED HEALTHCARE, INC.

MID-WESTERN MEDICAL SERVICES, INC.

PRUCARE HOUSTON

SANUS

SUNDAY & ASSOCIATES

TRINITY UNIVERSAL INS., CO.

Debt Collectors Incorp.

36. CONSIDER APPROVAL OF TODD M. YANDELL AS RESERVE DEPUTY FOR PCT. 4
CONSTABLE'S OFFICE, TO INCLUDE BOND & OATH:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Todd M. Yandell as reserve deputy for Pct. 4 Constable's office to include bond & oath.
(Recorded in minutes in full)

37. ADJOURNMENT:

Commissioners' Court adjourned at 1:45 p.m. Monday, December 11, 1989

Merchants



BONDING CO.
— Mutual —

6000 H. LAMAR • SUITE 200 • AUSTIN, TEXAS 78752 4497

35/2
40 0996

Company Use Only

Bond No. TX-440698 1w

Amount

Premium

Effective Date

Expiration Date

Agent

AI

APPLICATION FOR PUBLIC OFFICIAL BOND

Name of Applicant TODD YANDELL

Residence 11319 DORRANCE MEADOWS FORT BEND
Street Town County

Give exact title of State, County or Municipal Government, public official or individual to whom bond is to be given
FORT BEND COUNTY CONSTABLE PRECINCT FOUR

Address 1221 ELDRIDGE RD. SUGAR LAND, TX 77478

Amount of this bond \$ 2,000.00

Term begins May 23, 19 89, Term ends MAY 23, 19 90

Official title of Applicant DEPUTY CONSTABLE

Date of election _____, 19 ____; Date of appointment _____, 19 ____

Term of office _____ years.

CHARGE PREMIUM FOR:

1 Year _____ 3 years _____
2 years _____ 4 years _____

What is your net financial worth? _____

Has this bond been declined by any Surety Company? _____

In consideration of the execution of this bond, I (we) hereby agree to pay the premium, and further agree to save and hold the MERCHANTS BONDING COMPANY (Mutual) free and harmless of any loss, cost or expense of whatever nature, by reason of its execution of this bond I agree to waive, and do hereby waive, all rights to claim any property as exempt from levy, execution, sale or other legal process under the law of any state or states. It is further agreed that the terms and conditions of this application shall also apply to all renewals of this bond and/or subsequent bonds executed for applicant.

All monetary obligations of each Applicant and of each Indemnitor to MERCHANTS BONDING COMPANY (Mutual) arising under this instrument or otherwise shall be payable at the offices of MERCHANTS BONDING COMPANY (Mutual) in the City of Austin, Travis County, Texas. Unless the context dictates to the contrary, all other obligations of each Applicant and each Indemnitor to MERCHANTS BONDING COMPANY (Mutual) arising under this instrument or otherwise shall be performable to the extent possible in Travis County, Texas.

Dated this 11TH day of DECEMBER A.D. 19 89

Witness: _____ M T Yandell
Applicant

Name of Agent _____ Location _____

Remarks _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

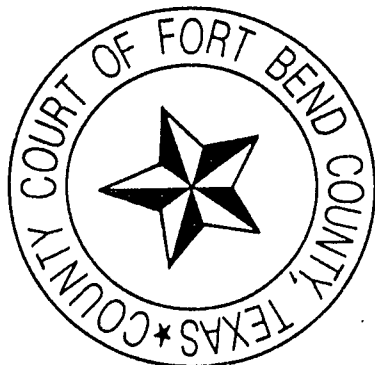
FORT BEND COUNTY, TEXAS

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 4, 19 90.STARTING WITH
FILM CODE NO. 89 vol. 40 pg. 0887ENDING WITH
FILM CODE NO. 89 vol. 40 pg. 0996DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXASBY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 4
DAY OF JANUARY, 19 90.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 0999.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

AGENDA
 FORT BEND COUNTY COMMISSIONERS COURT
 JANE LONG ANNEX, RICHMOND, TEXAS
 REGULAR SESSION
 MONDAY, DECEMBER 18, 1989
 9:00 O'CLOCK A.M.

1. Approve minutes of meeting of December 11, 1989.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Approve service/maintenance agreements for County equipment.
6. Mr. Harold Kennedy, Fort Bend Bar Assn., re: administration of County law library.
7. Consider requests for waiver of tax penalties & interest.
8. Consider accepting petition and calling an election to annex territory with Lamar C.I.S.D. into the Wharton County Junior College District.
9. Consider action on free port exemption.
10. Consider approval of benefit design changes and accept renewal proposal from Philadelphia American and Sanus New York Life.
11. Sheriff Perry Hillegeist, re: request to purchase 10,000 copies of drug abuse publication and request Court to grant exemption to competitive bidding requirement of Sec. 262.023, Texas Local Government Code.
12. Constable Ray Breeding, Pct. 2, re: (1) request approval of reserve deputy Billy Abrams, along with bond & oath; (2) consider approving lease for office space. *Postpone*
13. Consider reappointments to Fort Bend Subsidence District Board.
14. Consider approval of 1990 dues to H-GAC; and designate delegates and alternates to H-GAC's Board of Directors & General Assembly.
15. Consider approval of interlocal agreements with Calhoun County for the housing of juveniles; and with Fort Bend I.S.D. for various services. *(2)*
16. Consider approving guidelines for administration of salary program.
17. Consider recommendations from Performance Review Committee.
18. Authorize proxy to sign certain documents in deferred compensation and other related matters.
19. Consider request for extended sick leave for Pct. 1 employee.
20. Renew bid #89-033 for election ballots; and consider advertising for bids for film copier for County Clerk (funds available).
21. 10:00 a.m. - Hold public hearing to consider a replat of Colony Meadows, Sec. 4, First Colony, Pct. 4, and consider taking action.
22. Consider application from Entex to lay force mains under Mason Rd., Canyon Links Dr. & along Westheimer Parkway, Pct. 3.
23. Consider application from Sugarland Professional Plaza I to install water line and other related construction under Williams Trace Blvd., Pct. *04*
24. Consider application from Southwestern Bell to install cable along Moore Rd., Pct. 4.
25. Consider accepting drainage easement on J.A. Eversole tract, Pct. 2.
26. Set public hearing for accepting roads in One Oak Chase Sub., Pct. 2.

27. Consider accepting or rejecting bids for the following: (1) Janitorial service to George Memorial Library (#90-013); (2) Janitorial service to Courthouse Complex and Other Buildings (#90-014); (3) Elevator maintenance for Courthouse Complex (#90-015); (4) Pipe & fittings for County Landfill (#89-086).
28. Meet in Closed Session to discuss litigation (county landfill) and land matters (FM-762 bridge project & east-end annex), as authorized by Art. 6252-17, Sec. 2(e,f), V.T.C.S., and consider taking action.
29. 1:30 p.m. - Open and consider bids for purchase of photographic supplies for Sheriff's Dept. (#90-016).
30. Approve bills.
31. *Addendum*
32. Adjournment.

FILED FOR RECORD

TIME 3:05 ^{A.M.} ~~P.M.~~

DEC 14 1989

Deanne Wilson
County Clerk, Fort Bend Co. Tx

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, December 14, 1989 at 3:15 p.m. by Norma Hendrix.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
JANE LONG ANNEX, RICHMOND, TEXAS
MONDAY, DECEMBER 18, 1989
11:00 O'CLOCK A.M.

1. Discuss Big Creek By-pass excavation contract and consider advertising for bids.
2. Consider acceptance of additional easement width on Big Creek.
3. Consider approval of interlocal agreement with Eldridge Road Municipal Utility District.
4. Discuss and consider monthly report.
5. Adjournment.

FILED FOR RECORD

TIME 3:05 ^{A.M.} ~~P.M.~~

DEC 14 1989

Deanne Wilson
County Clerk, Fort Bend Co. Tx

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, December 14, 1989 at 3:15 p.m. by Norma Hendrix.

EMERGENCY ADDENDUM TO AGENDA
OF MONDAY, DECEMBER 18, 1989

40

3/
1001

FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court agenda of Monday, December 18th:

Consider final closure of Fort Bend County Landfill Permits #1048 & 1554, and approve final settlement with Laidlaw Waste Management.

FILED FOR RECORD

TIME 3:10 ~~A.M.~~ P.M.

DEC 15 1989

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Dinae Wilson
County Clerk Fort Bend Co. Tx

Emergency addendum to agenda posted at Courthouse and Jane Long Annex, Richmond, Texas on Friday, December 15, 1989 at 3:20 p.m.
by N. Landrey

REGULAR SESSION

BE IT REMEMBERED That on this 18TH day of DECEMBER, 1989 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF DECEMBER 11, 1989:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve minutes of December 11, 1989 with corrections to #12 & #21.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Denham to approve line item transfers in budget for DATA PROCESSING, CONSTABLE #2, VEHICLE MAINTENANCE, CONSTABLE #3, BUILDING MAINTENANCE, JUSTICE OF THE PEACE #1, PERSONNEL, BAIL BOND BOARD, ROAD & BRIDGE #2, PL.1, EXTENSION SERVICE, SOCIAL SERVICES, SHERIFF, FM/LR #1, 240TH DISTRICT COURT, TREASURER and COUNTY CLERK. Motion failed due to lack of a second.

Moved by Commissioner Lutts to approve the above line item transfers in budget if County Clerk reduces her 1990 budget by \$15,000. Motion withdrawn.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the above line item transfer except County Clerk.

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize transfer of funds for County Clerk.

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

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out of town travel requests for COMMISSIONER PRECINCT #2 & #3, EXTENSION SERVICE and COUNTY JUDGE. (Recorded in minutes in full)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 11th day of DECEMBER, 1989, at a REGULAR
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

NOW, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
PROPERTY & EQUIPMENT 0000-1010 (Line Item)	136,800	121,200.00	(18,520.93) (2920.93) (15,600.00)
0000-0200	693,301	707,394.54	14,093.54
0000-0300	53,089	54,136.76	1,047.76
0000-0400	49,309	49,767.70	458.70
0000-1062	90,000	92,920.93	2,920.93

DATE: 12-11-89

DEPARTMENT HEAD: Dianne Wilson

THE COUNTY OF FORT BEND

BY: J. Stavinocha
Jodie Stavinocha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, 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 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE
County Treasurer	FROM	TO	(DECREASE)
<u>100000061062 Office Supplies</u> (Line Item)	<u>15,000.00</u>	<u>14,943.00</u>	<u>(57.00)</u>
_____	_____	_____	_____
<u>100000060201 Temp. Help</u>	<u>3,900.00</u>	<u>3,957.00</u>	<u>57.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: December 14, 1989

DEPARTMENT HEAD: Kathy Hynson

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1000 0010 0701 (Line Item)	2,584.95	3,184.95	(600.00)
1000 0010 1010	1,000.00	1,600.00	600.00
1000 0010 3020	2,000.00	1,500.00	500.00 (500.00)
1000 0010 1062	3,415.05	3,915.05	500.00
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12/15/89

DEPARTMENT HEAD: C. A. DeHaven

THE COUNTY OF FORT BEND
BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 18th day of December, 1989, at a Regular
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS	INCREASE
	FROM	TO
		(DECREASE)
0047 ROAD & BRIDGE PCT #1		
0801-0047-4010 Fees & Services	40,000.00	15,000.00
		[25,000.00]
0801-0047-7013 Insecticide & Diesel	10,000.00	3,500.00
		[6,500.00]
0801-0047-7006 Tires & Tubes	5,000.00	6,000.00
		+ 1,000.00
0801-0047-7007 Repairs & Parts	50,000.00	60,000.00
		+15,000.00
0801-0047-7008 Culverts	5,000.00	19,000.00
		+14,000.00
0801-0047-1010 Property & Equipment	50,000.00	51,500.00
		+ 1,500.00
0061 FM/LR PCT #1		
1205-0061-4010 Fees & Services	30,000.00	24,500.00
		[5,500.00]
1205-0061-1010 Property & Equipment	100,000.00	101,500.00
		+ 1,500.00
1205-0061-7005 Gas & Oil	40,000.00	43,500.00
		+ 3,500.00
1205-0061-7006 Tires & Tubes	10,000.00	10,500.00
		+ 500.00

DATE: December 15, 1989

DEPARTMENT HEAD: _____

R.L. O'Shieles
Commissioner R. L. O'Shieles, Pct #1

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha
Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

SHERIFF	DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
10 00 0027	0700 Transportation	27,000.00	26,500.00	(500.00)
10 00 0027	1062 Office Supplies	45,000.00	44,400.00	(600.00)
10 00 0027	2040 Clothing/Bedding	29,922.00	29,422.00	(500.00)
10 00 0027	2070 Repairs/Bldg.	20,000.00	19,500.00	(500.00)
10 00 0027	2000 Utilities	185,000.00	187,100.00	2,100.00
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

DATE: November 15, 1989

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND Perry R. Hillegeist, Jr., Sheriff

BY: _____

Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge	
R.L. O'Shieles	-	Commissioner	Precinct #1
Ben Denham	-	Commissioner	Precinct #2
Alton Pressley	-	Commissioner	Precinct #3
Bob Lutts	-	Commissioner	Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

[illegible]

DATE: 12-15-89

DEPARTMENT HEAD:

THE COUNTY OF FORT BEND

BY: Jodie Stavinola
Jodie Stavinola, County Judge

Ben Denham, Commissioner Pct #2

~~R.L. O'Shiele, 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 1989

40

1009

On this the 18 day of December, 1989, at a Regular
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
(Line Item)			
0701 Conferences	2,945.00	2,980.00	35.00
1010 Property & Equipment	17,282.00	20,682.00	3,400.00
1062 Office Supplies	9,391.00	10,591.00	1,200.00
2000 Utilities	11,961.00	10,181.00	(1,780.00)
2070 Repairs to Building	4,900.00	6,100.00	1,200.00
3020 Rentals	6,935.00	2,335.00	(4,600.00)
4010 Fees & Services	2,614.00	3,159.00	545.00

DATE: 12/13/89

DEPARTMENT HEAD: _____

P. Johnnie Cooper

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

Robert

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 18th day of December, 1989, at a Regular
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Permanent Improvements			
0802 0048 6019	\$ 13,450.32	\$ 2,968.54	\$(- 10,481.78)
Tires & Tubes			
0802 0048 7006	15,000.00	7,206.01	(- 7,793.99)
Culverts			
0802 0048 7008	10,000.00	2,391.94	(- 7,608.06)
Damages/Trespass			
0802 0048 7010	757.57	457.57	(- 300.00)
Insecticides			
0802 0048 7013	18,750.26	11,528.90	(- 7,221.36)
Fees & Services			
0802 0048 4010	72,100.00	99,898.82	27,798.82
Road Materials			
0802 0048 5031	395,199.00	400,305.37	5,106.37
Road Signs			
0802 0048 7004	7,500.00	8,000.00	500.00

DATE: December 14, 1989

DEPARTMENT HEAD: Ben G. Denham

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

lrf

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of DECEMBER, 1989, at a _____
Session of the Commissioner's Court, the following members being present _____

Jodie Stavinocha	-	County Judge		
R.L. O'Shieles	-	Commissioner Precinct	#1	
Ben Denham	-	Commissioner Precinct	#2	
Alton Pressley	-	Commissioner Precinct	#3	
Bob Lutts	-	Commissioner Precinct	#4	

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

[illegible]

DATE: December 11, 1989

DEPARTMENT HEAD: Mary Lynn Chesshire
THE COUNTY OF FORT BEND: Mary Lynn Chesshire

THE COUNTY OF FORT ^{Mary} BEN

BY: Jodie Stavinoha
Jodie Stavinoha,
County Judge

Ben Denham,
Commissioner Pct 2

~~R.L. O'Shields,~~
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 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE (DECREASE)
	FROM	TO	
Personnel Department			
100000070200			
Salary	120,802.00	120,302.00	-\$500.00
100000071002 (line item)			
Office Supplies	10,650.00	11,150.00	+\$500.00

DATE: December 11, 1989

DEPARTMENT HEAD: Richard Selby

THE COUNTY OF FORT BEND

BY:

Jodie Stavinocha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

1013

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1000 0008 2000 (Line Item) Building Rep	596,000	595,000	<1,000>
1000 0008 50/2	14,250	15,250	1,000
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12-13-89

DEPARTMENT HEAD: George Beum

THE COUNTY OF FORT BEND
BY: J. Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge	
R.L. O'Shieles	-	Commissioner	Precinct #1
Ben Denham	-	Commissioner	Precinct #2
Alton Pressley	-	Commissioner	Precinct #3
Bob Lutts	-	Commissioner	Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

[illegible]

DATE: _____

DEPARTMENT HEAD: Rob Cook
THE COUNTY OF FORT BEND Constable Rob Cook, Precinct #3

THE COUNTY OF FORT/BEND

BY: Jodie Stavinocha
Jodie Stavinocha,
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
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 1989

40

1016

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

AS PER ORIGINAL

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>1000-0028 2000 Utilities</u> (Line Item)	<u>6,300.00</u>	<u>6,245.00</u>	<u>(60.00)</u>
<u>1000-0028 7019</u>	<u>100,000.00</u>	<u>100,000.00</u>	<u>60.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12-13-89

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge	
R.L. O'Shieles	-	Commissioner	Precinct #1
Ben Denham	-	Commissioner	Precinct #2
Alton Pressley	-	Commissioner	Precinct #3
Bob Lutts	-	Commissioner	Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on _____ 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on _____

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:

[illegible]

DATE: _____

DEPARTMENT HEAD: 15211

THE COUNTY OF ~~FORT~~ BEND

BY: Jodie Stavinoha
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

40

1018

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

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and approved a budget for the year 1989 for Fort Bend County; and

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necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

NOW, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
3040- Software Purchases	81,000	383,830	302,830
4010- Fees & Services	214,130	205,460	(8,670)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: December 14, 1989

Page 2 of 2

DEPARTMENT HEAD: Charles W. Miller *Charles W. Miller*

THE COUNTY OF FORT BEND

BY: *Jodie Stavinoha*

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

40 1019

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

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and approved a budget for the year 1989 for Fort Bend County; and

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reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
0200-Salaries & Labor	729,688	665,908	(63,780)
Temporary or			
0201- Extra Help	15,600	10,430	(5,170)
0250- Longevity	4,355	3,905	(450.00)
0300- Social Security	56,298	50,518	(5,780)
400- Retirement	51,383	46,743	(4,640)
Transportation &			
0700- Travel	8,500	5,050	(3,450)
0701- Conferences	12,000	2,240	(9,760)
1010- Property & Equip.	315,500	207,750	(107,750)
1062- Office Supplies	73,000	72,688	(320.00)
3020- Rentals	126,127	33,067	(93,060)

DATE: December 14, 1989

Page 1 of 2

DEPARTMENT HEAD: Charles W. Miller *Charles W. Miller*

THE COUNTY OF FORT BEND

BY: *Jodie Stavinoha*
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

Fort Bend County Data Processing
Budgetary Line Item Transfer Request

Reasons for transfer of funds among line item

I. From 0200 Salaries = (63,780)

We certainly did not want any money left in this line item. However, for the following reasons we did.

We have to search very diligently for the people we hire. We attempt to find people who have some work experience in a COBOL Multi-User Environment and who have the potential to become good analysts. We attempt to find people with these qualifications who will work for us at the salary that we can pay. Of course we can't find an experienced IBM, CICS, COBOL Analyst/Programmer at the wage that we can pay, (they are snapped up by the Houston companies), thus we have to do quite a bit of training.

Because of the amount of training involved, it is difficult to train more than one programmer at a time from scratch. Our training involves a great deal of one-on-one instruction.

Our training must be very good because as soon as an Analyst/Programmer works here for 12 to 24 months they are worth many thousands of dollars more to the Houston companies than we can pay. Actually a high school teacher with a few years of experience can make more money at Fort Bend ISD or Lamar ISD than they can as an Analyst/Programmer at Fort Bend County.

Thus we find good people, train them, make them productive, and then they leave for more money.

For 1989 Commissioners Court gave Data Processing four (4) new positions. I thank the court for the positions. They have been a blessing.

But, because of the reasons stated above, whenever we have an opening it takes a while to fill it.

We started the year with only one of the four positions unfilled. But, before we could fill that position we had to continually search for a replacement for a current employee who had resigned to accept a better job offer.

1. During the year we lost four (4) employees. On the average it takes us two and a half (2½) months to fill their vacant position. Thus, we had 4 @ 6,000 = \$24,000 of wasted salary money.
2. While we were hiring and training replacements for the departed employees we had one of our new positions open for nine (9) months. This wasted 20,000 in salary money.

3. During the year we had an employee hurt his back lifting D.P. equipment. I thought we had to keep his slot open for his return. This wasted \$15,000 in salary money while he was off.
4. We had a female employee take an extended amount of time off to have a baby, this wasted \$5,000 in salary money.

Thus,

Recruiting replacements	-	24,000
Recruiting for the new positions	-	20,000
Medical leave	-	15,000
Maternity leave	-	5,000
		<u>64,000</u>

is why we had the remaining money.

We finally got to the authorized number of people in October. If everyone stays with us in 1990 we will exactly cover our budgeted amount.

II. From 0201 Temporary Help = (5,170)

We could not get a part time person from the local schools this fall. However we will have some part time people this spring.

III. From 0300 Social Security = (5780)
From 0400 Retirement = (4,640)

Explained in I. Since we didn't spend the money for base wages, we didn't pay Social Security or Retirement.

IV. From 700 Transportation = (3,450)
From 0701 Conferences = (9,760)

Because of work load, and because we didn't have the manpower to bring in the new software that we had planned to install early in the year, we didn't attend many of the training classes that we had planned to.

V. From 1010 Property and Equipment = (107,700)

1. The price of most equipment dropped. In particular, mainframe disk drives.
2. The tax office chose to stay with the HP hardware so we didn't have to buy that equipment.

VI. From 3020 Rentals = (93,060)

We had planned to be paying monthly rent charges for IBM's V/M Operating System and the Relational Data Base Management Software all year. When we couldn't get the people time for the necessary training and installation this money wasn't spent.

VII. To 3040 Software Purchases = +302,830

This money purchases the IBM VM Operating System and the Oracle Relational Database Manager with programmer productivity tools.

We had planned to rent these products. But, an out-right purchase saves money if you plan to use the products for at least two (2) years. We plan to use them for many years to come. The monthly license fees are set so that they equal the purchase price in less than two years. This policy enhances the software vendors cash flow.

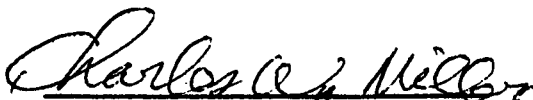
Also an outright purchase protects against price increases. Hardware prices have fallen; but, software prices are skyrocketing. Twenty percent (20%) per year or more.

As stated before, we hope these products will be easier to teach our programmers, make them more productive, and make them less valuable to other firms.

VIII. 4010 Fees and Services = (8,670)

We transferred money into this line item earlier this year and we transferred in too much money.

To help us in Data Processing I ask that you approve these transfers.


Charles W. Miller
Director of Data Processing

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

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DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
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Temporary or			
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0701- Conferences	12,000	2,240	(9,760)
1010- Property & Equip.	315,500	207,750	(107,750)
1062- Office Supplies	73,000	72,688	(320.00)
3020- Rentals	126,127	33,067	(93,060)

DATE: December 14, 1989

Page 1 of 2

DEPARTMENT HEAD: Charles W. Miller *Charles W. Miller*

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, Commissioner Pct #1

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoia	-	County Judge	
R.L. O'Shieles	-	Commissioner Precinct #1	
Ben Denham	-	Commissioner Precinct #2	
Alton Pressley	-	Commissioner Precinct #3	
Bob Lutts	-	Commissioner Precinct #4	

The following proceedings were had, to-wit:

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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:

[illegible]

DATE: December 14, 1989

Page 2 of 2

DEPARTMENT HEAD: Charles W. Miller / Charles W. Miller

THE COUNTY OF FORT BEND

NY: Jodie Stavinoha, County Judge

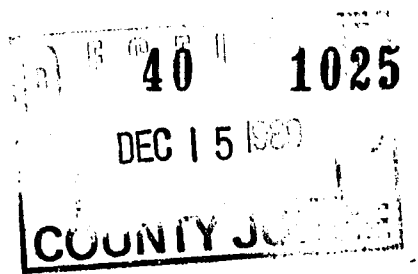
Ben Denham, Commissioner Pct #2

R.L. O'Shiele, Commissioner Pct #1

Alton Pressley, Commissioner Pet #3

Bob Lutts, Commissioner Pct #4

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Dois FREDERICK Bobby Hughes
Tim HAZELrig _____
MARK Williams _____

DATE OF DEPARTURE: JAN. 15TH, 1990

DATE OF RETURN: JAN. 18TH, 1990

DESTINATION: FT. WORTH, TEXAS

PURPOSE OF TRIP: TO ATTEND CLASS ON "SAFE HANDLING OF TRAFFIC
IN CONSTRUCTION AND MAINTENANCE AREAS." JAN. 16-17, 1990.

MODE OF TRANSPORTATION: COUNTY VEHICLE

DEPARTMENT HEAD APPROVAL:

R.B. P.J. #3
Name & Department

DATE: 12-14-89

W.B. Prueby
Signature

APPROVED COMMISSIONERS COURT: Presiding Official

J. Stuenkel

Date 12/18/89

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40

1026

TO: COMMISSIONERS COURT

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

Jodie E. Stavinocha

DATE OF DEPARTURE: Jan. 4, 1990

DATE OF RETURN: Jan. 6, 1990

DESTINATION: Dallas, Texas

PURPOSE OF TRIP: Texas Association of Fairs & Expositions Convention

MODE OF TRANSPORTATION: _____

DEPARTMENT HEAD APPROVAL: JODIE E. STAVINOCHA, COUNTY JUDGE
Name & Department

DATE: 12-15-89

Jodie E. Stavinocha
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinocha

Date 12/18/89

(Emergency Approval: _____ Date _____)

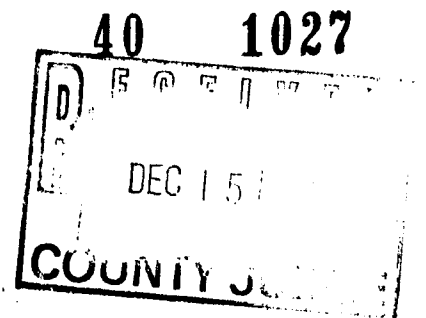
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expenses

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Alton B. Pressley

DATE OF DEPARTURE: January 22, 1990

DATE OF RETURN: January 25, 1990

DESTINATION: College Station

PURPOSE OF TRIP: attend 32nd Annual County Judges and Commissioners' Conference

MODE OF TRANSPORTATION: Personal Auto

DEPARTMENT HEAD APPROVAL: Commissioner Alton B. Pressley Pct. #3
Name & Department

DATE: 12-14-89

Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Starvocha

Date 12/18/89

(Emergency Approval: _____ Date _____)

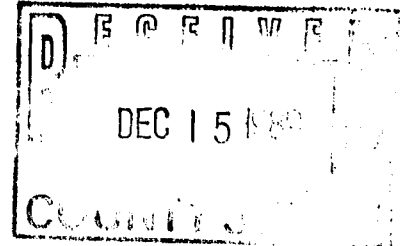
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advice

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Alton B. Pressley

DATE OF DEPARTURE: Jan. 3, 1990

DATE OF RETURN: Jan. 6, 1990

DESTINATION: Dallas, Texas

PURPOSE OF TRIP: Convention, Texas Association of Fairs & Expositions

MODE OF TRANSPORTATION: Personal auto

DEPARTMENT HEAD APPROVAL: Commissioner Alton B. Pressley, Pct. #3
Name & Department

DATE: 12-14-89

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

WHITE COPY: Commissioners Court Copy

CANARY COPY: Treasurer's Advance

PINK COPY: Attach To Travel Expense

GOLDENROD COPY: Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1029

TO: COMMISSIONERS COURT

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

Dois Frederick

Bobby Hughes

Randy Everitt

DATE OF DEPARTURE: February 5, 1990

DATE OF RETURN: February 10, 1990

DESTINATION: Killeen, Texas

PURPOSE OF TRIP: To attend Unit 5 & 6 Road, Street, & Highway Maintenance Training

MODE OF TRANSPORTATION: county vehicle

DEPARTMENT HEAD APPROVAL: Road & Bridge Precinct #3
Name & Department

DATE: 12-7-89

Alton B. Pruech
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Stevino

Date 12/18/89

(Emergency Approval: _____ Date _____)

WHITE COPY: Commissioners Court Copy

CANARY COPY: Treasurer's Advance

PINK COPY: Attach To Travel Expense

GOLDENROD COPY: Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1030

TO: COMMISSIONERS COURT

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

Bobby Hughes

DATE OF DEPARTURE: February 26, 1990

DATE OF RETURN: ***** March 3 1990

DESTINATION: Arlington, Texas

PURPOSE OF TRIP: Unit 9 & 10 Road, Street, & Highway Maintenance Training

MODE OF TRANSPORTATION: county vehicle

DEPARTMENT HEAD APPROVAL: Road & Bridge Precinct #3
Name & Department

DATE: 12-7-89

Alton B. Prusky
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Starnioha

Date 12/18/89

(Emergency Approval: _____ Date _____)

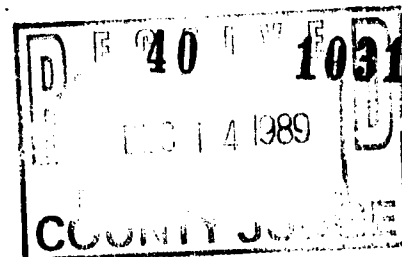
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

P. Johnnie Cooper _____

DATE OF DEPARTURE: January 4, 1990, 5:00 a.m.

DATE OF RETURN: January 6, 1990, 7:00 p.m.

DESTINATION: Dallas Marriott Quorum (Expenses to be covered by County Fair)

PURPOSE OF TRIP: Attend Texas Association of Fairs & Expos. Convention

MODE OF TRANSPORTATION: Personal Auto

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

DATE: December 11, 1989

Signature

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date _____)

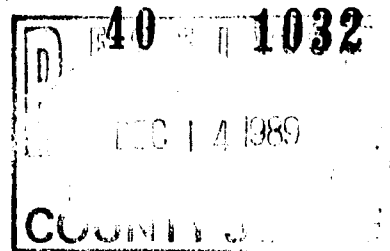
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expenses

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

P. Johnnie Cooper

DATE OF DEPARTURE: January 10, 1990, 5:00 a.m.

DATE OF RETURN: January 13, 1990, 9:00 p.m.

DESTINATION: Las Vegas, Nevada

PURPOSE OF TRIP: Beltwide Cotton Conference

(first \$100 to be paid by Texas A&M University)

MODE OF TRANSPORTATION: Airplane

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

DATE: December 11, 1989

[Signature]
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. A. Sturino

Date 12/18/89

(Emergency Approval: _____ Date _____)

WHITE COPY- Commissioners Court Copy

CANARY COPY- Treasurer's Advice

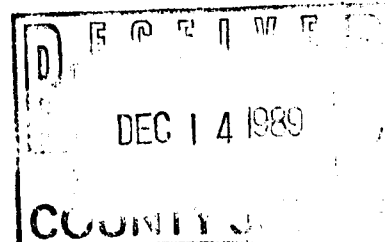
PINK COPY- Attach To Travel Expense

GOLDENROD COPY- Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40

1033



TO: COMMISSIONERS COURT

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

Ben G. Denham

DATE OF DEPARTURE: Jan. 3, 1990

DATE OF RETURN: Jan. 6, 1989

DESTINATION: Dallas, Texas

PURPOSE OF TRIP: Convention, Texas Association of Fairs &
Expositions

MODE OF TRANSPORTATION: personal automobile

DEPARTMENT HEAD APPROVAL: Commissioner Ben G. Denham, Pct. 2
Name & Department

DATE: 12-12-89

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS ON COUNTY EQUIPMENT:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve maintenance agreement for County Library.

6. MR. HAROLD KENNEDY, FORT BEND BAR ASSN., RE: ADMINISTRATION OF COUNTY LAW LIBRARY:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize the establishment of a Fort Bend County Law Library as recommended by Harold Kennedy, representing Fort Bend County Bar Association.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize raising the law library fees from \$10.00 to \$20.00, effective January 1, 1990 as recommended by Harold Kennedy, representing Fort Bend County Bar Association.

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize the Fort Bend County Bar Association to contract with the Fort Bend County Library System to operate the law library on a year-to-year basis, as recommended by Harold Kennedy, representing Fort Bend County Bar Association.

7. CONSIDER REQUESTS FOR WAIVER OF TAX PENALTIES & INTEREST:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize waiver of tax penalties and interest in the amount of \$193.89 and attorney fees in the amount of \$55.74 for ALFRED VAN FOSSEN. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to deny waiver of tax penalties & interest for KARL VAN HOOK. (Recorded in minutes in full)

Karl Van Hook request waiver of penalties & interest.

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize waiver of penalty & interest in the amount of \$41.27 for A.B. STAVINOH. (Recorded in minutes in full)

8. CONSIDER ACCEPTING PETITION AND CALLING AN ELECTION TO ANNEX TERRITORY WITH LAMAR C.I.S.D. INTO THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept petition to annex territory with Lamar C.I.S.D. into the Wharton County Junior College District.

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize the election, to be held on January 20, 1990 and to be conducted by the County Clerk. (Recorded in minutes in full)

9. CONSIDER ACTION ON FREE PORT EXEMPTION:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered not to grant the free port exemption for 1990.

H. EVERETT KENNEDY*Attorney at Law*

206 SOUTH 2ND STREET

SUITE 135

RICHMOND, TEXAS 77469

713/342-9090

December 18, 1989

Honorable Jodie E. Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Dear Sirs:

This letter is in reference to the creation and administration of the Fort Bend County Law Library. Section 323.021(a) of the Texas Local Government Code states:

The Commissioners' Court of a county by order may establish and maintain a County Law Library at the county seat.

On page two of a letter dated October 9, 1989, from Portia Poindexter to Roman Bohachevsky, of which you all received a copy, it says that the "[District Attorney's] office has been unable to locate any formal Orders of Commissioners' Court establishing and maintaining a Fort Bend County Law Library..." As such the Fort Bend County Bar Association petitions the Court to officially establish a County Law Library.

Section 323.024(b) of the Texas Local Government Code states that, "The Commissioners' Court may vest management of the [law] library in a committee selected by the County Bar Association." To date, the Fort Bend County Bar Association has been managing and administering the day to day operations of the County Law Library. By resolution of the Bar, a copy of which is attached herewith, we have decided to turn over the day to day administration of the law library to the Fort Bend County Librarian. However, the Bar Association shall maintain ultimate control of the management of the law library through its library committee.

The projected annual expense for running the law library is approximately \$60,000.00. The law library is operated from funds collected as filing fees in each civil case in county and district court, save delinquent tax suits. These monies are placed in County Law Fund #16. Currently, the fee collected is \$10.00 per case, which generates about \$37,000.00 per annum. That sum is insufficient to operate the law library. The Bar Association respectfully requests the Commissioners' Court to raise the fee to \$20.00 per case as is allowed by Section 323.023 of the Texas Local Government Code. By so

Commissioners' Court
December 18, 1989
Page Two

doing, the County Law Fund #16 will generate about \$74,000.00 per annum, exclusive of interest, and the corpus of the fund will always increase.

I remain,

Very truly yours,

H. Everett Kennedy

H. EVERETT KENNEDY
Law Library Chairman

RESOLUTION

WHEREAS, the Fort Bend County Law Library is established to support the legal research, reference and educational needs of all litigants, judges, lawyers and other interested residents of Fort Bend County; and

WHEREAS, the Fort Bend County Bar Association is currently responsible for the management and administration of the Fort Bend County Law Library; and

WHEREAS, the Fort Bend County Bar Association desires that the Fort Bend County Law Library be administered in a professional manner; and

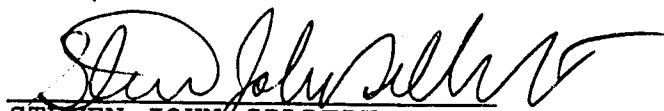
WHEREAS, the Fort Bend County Librarian is in the business of professionally administering the public library system within Fort Bend County; and

WHEREAS, the Fort Bend County Bar Association desires to delegate the administration of the daily operations of the Fort Bend County Law Library to the Fort Bend County Librarian for the period of at least one (1) year beginning on January 1, 1990, and the Fort Bend County Librarian desires to accept the responsibility for the administration of the daily operations of the Fort Bend County Law Library for at least the period of one (1) year;

BE IT RESOLVED that the Fort Bend County Bar Association shall hereby delegate the administration of the daily operations of the Fort Bend County Law Library to the Fort Bend County Librarian as of January 1, 1990, for the period of at least one (1) year; and

BE IT FURTHER RESOLVED that the Fort Bend County Bar Association, through its Law Library Committee, shall maintain ultimate control of the management of the Fort Bend County Law Library.

SIGNED on this the 18th day of December, 1989.


STEVEN JOHN GILBERT
President, Fort Bend County
Bar Association

7/1

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: December 13, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Alfred Van Fossen
Account .907-0068-00-000-4415
Precinct #2

Mr. Van Fossen is requesting waiver of penalty and interest on the above referenced account for years 1979, 1980, and 1981.

1. Mr. Van Fossen purchased the property in February 1977.
2. The following addresses were carried on the tax rolls:
1978 14526 Queen Lion, Houston Tx
1980 - 1981 No Address
1982 14526 Quentin Rd, Houston Tx
3. There is no evidence of a statement being mailed to Mr. Van Fossen in compliance with Sec 33.04 (b) of the State Property Tax Code.

Breakdown of Taxes Paid:

Base Tax	\$177.60
Penalty and Interest	193.89
Attorney Fees	<u>55.74</u>
Total Paid	\$427.23

I recommend waiver of penalty and interest and attorney fees on the above referenced account under Sec 33.04 (b) of the State Property Tax Code.



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: December 13, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Karl Van Hook
Account .907-0101-00-000-1405
Precinct #3

Mr. Van Hook with J.L. Burnitt & Co. is requesting waiver of penalty and interest on the above referenced account for 1988.

1. This account was a new account to be added to the 1988 tax roll.
2. Ownership was in the name of Meadows Center LTD, % Stratgesis Asset Valuation, 11011 Richmond Ave, Suite 505, Houston 77027.
3. The Central Appraisal District has changed the mailing address for 1989 to 5050 Post Oak Blvd, #500, Houston Tx 77027.
4. The Central Appraisal District has no record of J.L. Burnitt & Company having an interest in this account.
5. In speaking with Mr. Ted Siwierka of the Fort Bend Central Appraisal District on December 12, 1989, Mr. Siwierka stated that he could see no error on the part of the appraisal district.

Breakdown of Taxes Paid:

Base	\$1,195.64
Penalty & Interest	<u>263.04</u>
Total Paid	\$1,458.68

I do not recommend waiver of penalty and interest on the above referenced account as there is no evidence of an error on the part of the tax office or the Central Appraisal District.



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: December 13, 1989

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Mr. A.B. Stavinoha
Account .901-0083-00-000-1711
Precinct #1

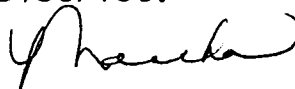
Mr. Stavinoha is requesting waiver of penalty and interest on the above referenced account for 1982, 1983 and 1984.

1. The changes made to Mr. Stavinoha's account was at the request of the tax office.
2. Prior to 1982, this account was carried as a .26 acres.
3. 1982 through current the account was carried as a .17 acres.
4. In the process of the tax office running a tax certificate for Rosenberg Abstract it was discovered the Mr. Stavinoha's account was incorrect for 1982 through present.
5. In working with the Central Appraisal District to correct this account, the following changes were made:
1982 - 1984 Acreage correction and value change
1985 - 1988 Acreage correction only

Breakdown of Taxes Due:

Base Tax	\$49.58
Penalty and Interest	<u>41.27</u>
Total Due	\$90.85

I recommend waiver of penalty and interest on the above referenced account due to an error by the Central Appraisal District.



JANUARY 20, 1990 ELECTION CALENDAR

- 21 NOVEMBER 1989 - FIRST DAY TO ACCEPT 'ABSENTEE BY MAIL' APPLICATIONS.
- 21 DECEMBER 1989 - LAST DAY TO REGISTER TO BE ELIGIBLE TO VOTE ON JANUARY 20.
- 2 JANUARY 1990 - ABSENTEE VOTING BY PERSONAL APPEARANCE BEGINS.
- 15 JANUARY 1990 - LAST DAY TO ACCEPT 'ABSENTEE BY MAIL' APPLICATIONS
- 16 JANUARY 1990 - LAST DAY OF ABSENTEE VOTING BY PERSONAL APPEARANCE.
- 17 JANUARY 1990 - PUBLIC TEST OF VOTING EQUIPMENT.
- 17-18 JANUARY 1990 - SUPPLY DISTRIBUTION.
- 20 JANUARY 1990 - ELECTION DAY
- 22 JANUARY 1990 - COMMISSIONERS COURT CANVASS OF ELECTION



FORT BEND COUNTY CLERK

Departments:

Courts

(713) 341-8660

Recording/Vital Statistic

(713) 341-8653

Elections/Voter Registration

(713) 341-8670

Micrographics

(713) 341-8683

DIANNE WILSON
COUNTY CLERK

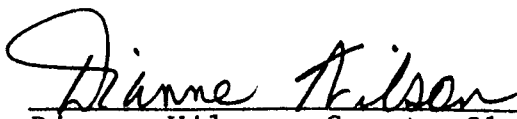
The Wharton County Junior College District petition submitted to the Fort Bend County Commissioner's Court for verification by the Voter Registration/Election Division of the County Clerk's Office has been reviewed.

The original requirement of 1011 signatures is incorrect. The total number of required signatures had to be revised to incorporate the 1312 registered voters in precinct 1067. This number was not included in the voter count provided by Lamar C.I.S.D.

The results are as follows:

Total registered voters in the district.....	21,588
Required signatures (5%).....	1,079
Signatures submitted.....	1,323
Signatures rejected.....	145
Signatures accepted.....	1,178

I, Dianne Wilson, County Clerk of Fort Bend County, Texas do hereby certify that the forgoing is a true and correct accounting of the petition as submitted to me.


Dianne Wilson, County Clerk

SEAL

RESOLUTION & ORDER

STATE OF TEXAS §
 §
COUNTY OF WHARTON §

WHEREAS, section 130.065 of the Texas Education Code permits the annexation of territory by a junior college district by means of an election; and

WHEREAS, the commissioners court of the county which contains the territory to be annexed shall order such election when presented with a valid petition requesting annexation; and

WHEREAS, the petition shall be accompanied by a certified copy of an order by the governing board of the junior college district affected approving the proposed annexation of the territory to the junior college district for junior college purposes only;

THEREFORE, BE IT RESOLVED BY THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT BOARD OF TRUSTEES:

1. All of the above paragraphs are incorporated into and made part of this Resolution and Order.

2. The Board of Trustees of the Wharton County Junior College District approves the proposed annexation of the territory within Fort Bend County, Texas that is encompassed by the Lamar Consolidated Independent School District to the

Wharton County Junior College District for junior college purposes only.

3. The territory proposed for annexation is specifically identified by the metes and bounds description of such territory that is attached to this Resolution and Order as Exhibit "A".

PASSED, APPROVED and ADOPTED this 15th day of
NOVEMBER, 1989.

Jeffrey A. Blair
President, Board of Trustees

Attest:

Sara D. Gilbert
Secretary, Board of Trustees

\\AGM\89329\5002\
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LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 96;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North long the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE Northly, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to is Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

PAGE 2

THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 16, Abstract 377;

THENCE West, along the North line of Section 16, to its Northwest corner;

THENCE South, along the West line of Section 16 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 146;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Balle Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. N. Cross, Section 12, Abstract 339;

PAGE 3

THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said lines;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Leveridge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Leveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. B. & C. R. R. Survey, Abstract 126, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reeh, and in the Southwest line of the Wm. Leech Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leech Survey, 94.34 varas to the West corner of the most Northerly Reeh tract of two (2) tracts of land owned by Chas. R. Reeh in 1917, in the Wm. Leech Survey;

PAGE 4

THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leech Survey, owned by Vinc Novak in 1917, to its East corner in the Southeast line of the Wm. Leech Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leech Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Asa Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Asa Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Asa Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Asa Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1968, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

ation. The petition shall contain a legally sufficient description of the territory proposed for annexation. The governing board of the junior college district, if it deems the annexation to be in the best interest of the district, may effect the annexation by:

- (1) entering its order authorizing the annexation of the territory by contract; and
- (2) then entering into a written agreement duly executed and acknowledged by all persons, corporations, and entities owning property within the territory.

Historical Note

Enacted as section 51.064 by Acts 1969, 61st Leg., p. 2735, ch. 889, § 1. Renumbered as section 130.064 by Acts 1971, 62nd Leg., p. 3278, ch. 1024, art. 1, § 1.

Prior Law:

Acts 1929, 11st Leg., p. 648, ch. 290, § 21.
Acts 1959, 56th Leg., p. 207, ch. 118, § 1.
Acts 1965, 59th Leg., p. 195, ch. 80, § 1.
Acts 1967, 60th Leg., p. 449, ch. 203, § 1.
Vernon's Ann.Civ.St. art. 2815h, § 21.

§ 130.065. Annexation by Election

(a) If the annexation is by election, a petition signed by five percent of the property taxpaying electors in the territory seeking to be annexed shall be presented to the county school board of the county, or to the commissioners court of the county in case there is no county school board.

(b) The petition shall contain a legally sufficient description of the territory proposed for annexation, and shall be accompanied by a certified copy of an order by the governing board of the junior college district affected approving the proposed annexation of the territory to the junior college district for junior college purposes only.

(c) The county school board, or the commissioners court, shall issue an order for an election to be held in the territory proposed for annexation, not less than 20 nor more than 30 days from the date of the order, and shall give notice of the date of the election by posting notices of such election in three public places within the territory proposed for annexation.

(d) Only those legally qualified electors residing in the territory proposed for annexation shall be permitted to vote.

(e) The county school board, or the commissioners court shall canvass the returns at a meeting held not more than five days after the election. If the votes cast in the election show a majority in favor of annexation, the territory shall be declared annexed to the junior college district for junior college purposes only.

(f) The county school board or commissioners court shall cause a certified copy of the order to be transmitted to the governing board of the junior college district.

§ 130.065 NON-BACCALAUREATE SYSTEM

Title 3

AS PER ORIGINAL

(g) At the next regular or special meeting of the governing board of the junior college district, the board shall, in the event of annexation by election, enter its order concurring in the order of the county school board or the commissioners court and shall enter an order re-defining the boundary lines of the junior college district as enlarged and extended, and shall cause the order to be recorded on the minutes of the board of the junior college district.

Historical Note

Enacted as section 51.065 by Acts 1969, 61st Leg., p. 2735, ch. 889, § 1. Renumbered as section 130.065 by Acts 1971, 62nd Leg., p. 3278, ch. 1021, art. 1, § 1.

Prior Law:

Acts 1929, 11st Leg., p. 648, ch. 290, § 21.
Acts 1959, 56th Leg., p. 207, ch. 118, § 1.
Acts 1965, 59th Leg., p. 195, ch. 80, § 1.
Acts 1967, 60th Leg., p. 149, ch. 203, § 1.
Vernon's Ann.Civ.St. art. 2815h, § 21.

Notes of Decisions

1. In general

County school trustees in county which did not have county unit system did not have authority to call elections as to enlarging territory of junior college district or

to canvass returns and their acts were void and of no effect. *Derrick v. County Bd. of Ed. of Donley County* (Civ.App.1963) 371 S.W.2d 259, error dismissed.

§ 130.066. Adding Contiguous Territory to a Junior College District

(a) Any territory may be included within the boundaries of a junior college district, herein called "district," for junior college purposes, in the manner hereinafter specified; provided, the territory to be included is contiguous to the district in which such territory is to be included and has been laid out by the Coordinating Board, Texas College and University System, as a service area for assisting junior colleges.

(b) Upon presentation of a petition, signed by 50, or a majority, whichever number is smaller, of the qualified electors residing in the territory proposed for inclusion in a district, to the governing body of the district requesting that the boundaries of the district be changed to include the territory described in said petition, such governing body may, in its discretion, order an election to be held within the boundaries of the entire district as proposed to be changed on the question of whether the boundaries of the district shall be changed to include the proposed territory. The ballots for such election shall have printed thereon "For" and "Against" boundary change. All qualified electors residing within the boundaries of the entire district as proposed to be changed shall be qualified to vote at such an election.

(c) The governing body of the district calling an election hereunder shall give notice of any such election by causing a substantial

copy of its order calling the election to be posted in at least three public places within the boundaries of the district as proposed to be changed and published at least one time in a newspaper of general circulation within such boundaries. Provided, however, if any railroad right-of-way or other property is located within such territory, additional notice shall be given by certified mail, to the railroad company, at the address shown on the latest county tax roll. Such posting, such publication, and such certified mail notice shall be done at least 30 days prior to the date on which the election is to be held.

(d) Except as otherwise provided herein, all elections held hereunder shall be governed by the provisions relating to bond elections held by independent school districts. The order calling the election may provide that the entire district as proposed to be changed shall constitute one election precinct or such order may provide for more than one election precinct.

(e) The returns of any such election shall be canvassed by the governing body of the district and if a majority of persons residing in the district and voting at the election and a majority of the persons residing in the territory proposed to be annexed and voting at the election vote for the boundary change, the governing body of the district shall, in its order canvassing such returns, declare the boundaries of the district changed to include the territory described in the petition theretofore presented to them. Such order may also include the name by which the district as changed shall be known.

(f) At the next regular election held in the junior college district after territory is added to the district under this section, the qualified electors shall elect a new board of trustees. To continue in office, members of the present board of trustees must be reelected at this election.

(g) This section is cumulative of all other laws on the subject, but this section is wholly sufficient authority within itself for the inclusion of territory in the boundaries of a district and the performance of the other acts and procedures authorized hereby, without reference to any other laws or any restrictions or limitations contained therein, except as herein specifically provided in this section. However, the governing body of any district may use the provisions of any other laws, not in conflict with the provisions of this section, to the extent convenient or necessary to carry out any power or authority, express or implied, granted by this section.

Historical Note

Prior Law:

Acts 1969, 61st Leg., p. 2332, ch. 738.
Vernon's Ann.Civ.St. art. 2815h—1b.

AS PER ORIGINAL

JUNIOR COLLEGE DISTRICTS

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

40

1052

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

AS PER ORIGINAL

Kester
Printed Name Marci Lee Brown Date 11-29-89
Signature Marci Lee Brown Voter Reg. # 00124429
Street Address 1709 Mulberry Telephone # 342-9068
Mailing Address Richmond 77469

Printed Name Ginger Edge Glass Date 11-29-89
Signature Ginger Edge Glass Voter Reg. # 342-0469
Street Address 2602 DRS Rd. Telephone # 342-0469
Mailing Address SAME

Printed Name Mary Ruth Novotny Date 11-30-89
Signature Mary R. Novotny Voter Reg. # 134147
Street Address 2720 Aspen Telephone # 341-7168
Mailing Address Rt 2 Box 650 K9

Printed Name Peggy Carter Merkel Date 11-30-89
Signature Peggy Merkel Voter Reg. # 159725
Street Address 3302 Colonel Ct. Telephone # 2323157
Mailing Address Richmond

Not in district

Printed Name Teresa Hardeman Martin Date 11/30/89
Signature Teresa Hardeman Martin Voter Reg. # 0086153
Street Address 1414 Travis Telephone # 2326377
Mailing Address Richmond Tx 77469

Printed Name Barbara Cathon Loper Date 11-30-89
Signature Barbara Loper Voter Reg. # 89503
Street Address 1922 Legacy Ct Telephone # 342-0812
Mailing Address Richmond, TX 77469

Printed Name Dianne Morgan Duncan Date 11-30-89
Signature Dianne M. Duncan Voter Reg. # 80876
Street Address 2215 Norton League Telephone # 342 3316
Mailing Address Richmond Tx 77469

Not in district

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

Printed Name Deborah Hubbard Haver Date 11-30-89
 Signature Deborah Haver Voter Reg. # 138549
 Street Address 527 Old Colony Pl Telephone # 341-0343 ✓
 Mailing Address Richmond, TX 77469

Printed Name Delia Gwathney Conrad Date 11/30/89
 Signature Delia G. Conrad Voter Reg. # 3424889
 Street Address 1103 Brooks Ros. TX Telephone # 3424889
 Mailing Address 1103 Brooks Rosenberg TX 77471

Printed Name VALERIE SCHNEIDER REIS Date 11/30/89
 Signature Valerie J. Reis Voter Reg. # 93195
 Street Address 1202 SAND STONE Telephone # 342-7967 ✓
 Mailing Address RICHMOND, TX 77469

Printed Name PAMELA MARY SHAW Date 11/30/89
 Signature Pamela D. Shaw Voter Reg. # 341-6286
 Street Address 711 MISTREEVEY DR. Telephone # 341-6286
 Mailing Address RICHMOND TX 77469

Printed Name Willia Edwards Mayberry Date 11/30/89
 Signature Willia Edwards Mayberry Voter Reg. # 105412
 Street Address 14723 Texaco Rd Telephone # 343-0495 ✓
 Mailing Address P.O. Box 127
Thompsons, TX 77481

Printed Name Carole Schalles Whitmore Date 11/30/89
 Signature Carole Whitmore Voter Reg. # 47413
 Street Address 1601 Cedar Telephone # 342-3645 ✓
 Mailing Address Richmond, TX

Printed Name PATTI HAMMONS LAMB Date 11/30/89
 Signature Patti Lamb Voter Reg. # 342-0002
 Street Address 606 Fairway Telephone # 342-0002
 Mailing Address Richmond, TX 77469

Printed Name Michael ^{William} Dusen ALT Date 12-1-89
 Signature Michael W Dusen Voter Reg. # 134723 ✓
 Street Address 4708 Dogwood Dr. Telephone # 341 3513
 Mailing Address Rosenberg TX 77471

AS PER ORIGINAL

Printed Name Pratt Deen Johnson Date 12/1/89
 Signature Deen Johnson Voter Reg. # 86816
 Street Address 7011 Tara Telephone # 545-8231 ✓
 Mailing Address Richmond, TX 77469

Printed Name Tony D. Venturilla Date 12-1-89
 Signature Tony D. Venturilla Voter Reg. # 161244 ✓
 Street Address 7006 Tara Dr Telephone # 545-9539
 Mailing Address Richmond, TX 77469

Printed Name Lea Gurka Cassidy Date 12-1-89
 Signature Lea M. Cassidy Voter Reg. # 72609 ✓
 Street Address 1919 Deaf Smith Dr Telephone # 342-2383
 Mailing Address 1919 Deaf Smith

Printed Name Charlene Culbertson Date 12-1-89
 Signature Charlene Culbertson Voter Reg. # 155219
 Street Address 1310 Deepfield Rd. Telephone # 232-2803
 Mailing Address "

Printed Name Dianne Martin Date 12/1/89
 Signature Dianne Martin Voter Reg. # 60815 ✓
 Street Address 710 Tori Rd. Richmond, TX 77469 Telephone # 232-2594
 Mailing Address Rt 1, Box 474

Printed Name Lenore Gribble Date 12-1-89
 Signature Lenore Gribble Voter Reg. # 82465
 Street Address 1111 Morton Avenue Ct Telephone # 342-0833
 Mailing Address Richmond TX 77405

(Lori) SEAN M. SULLIVAN Date 12-1-1989
 Signature Sean M. Sullivan Voter Reg. # 00098468
 Street Address 1207 WIVEN WOOD CT Telephone # 342-6428 ✓
 Mailing Address " RICHMOND, TX 77469

Printed Name Katherine L. Oldmixon Date 12-1-89
 Signature Katherine L. Oldmixon Voter Reg. # 00082348 ✓
 Street Address 1115 Frances Dr Telephone # 341-9404
 Mailing Address Danville Rosenberg, LA 77471

) Not in district

) Not in district

Printed Name Sno McCall Date 12-1-89
 Signature Sno McCall Voter Reg. # 91925 ✓
 Street Address 1701 Laurel Oaks Telephone # 331 9933
 Mailing Address Richmond Tx 77469

Printed Name Barbara Henson Kelley Date 12-1-89 ✓
 Signature Barbara Kelley Voter Reg. # 12634
 Street Address 1708 Mulberry Telephone # 342-9780
 Mailing Address Richmond, Tx 77469

Printed Name Laurie Belin Mahlmann Date 12-4-89
 Signature Laurie Mahlmann Voter Reg. # 45965
 Street Address 1614 Quarterpath Telephone # 341-8195
 Mailing Address Richmond, Tx 77469

) Not in district

Printed Name GARIA PEEFFER CASTLE Date 12-4-89 ✓
 Signature Garia Peffer Castle Voter Reg. # 39818
 Street Address 600 Pecan Blvd W. Telephone # 342-7500
 Mailing Address Richmond, Tx 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

AS PER ORIGINAL

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 98;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE Northly, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 148;

THENCE South 88 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 481, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 88 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. N. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said lines;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Laveridge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Laveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 126, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reeh, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.34 varas to the West corner of the most Northerly Reeh tract of two (2) tracts of land owned by Chas. R. Reeh in 1917, in the Wm. Leach Survey;

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THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leach Survey, owned by Vlna Novak in 1917, to its East corner in the Southeast line of the Wm. Leach Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leach Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 289;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R. Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R. Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R. Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass. Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass. Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass. Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Ass. Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1968, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name JEDIE E. STAVINCHA Date 11/29/89
 Signature Jedie E. Stavincha Voter Reg. # 00024026 ✓
 Street Address 707 Hillcrest Dr Telephone # 342-4373
 Mailing Address Richmond, TX 77469

Printed Name ROYALD C. ADAMSON Date Nov. 29, 1989
 Signature Royal C. Adamson Voter Reg. # 00064528 ✓
 Street Address 409 So. 11th St. Telephone # 342-8180
RICHMOND, TX 77469
 Mailing Address SAME AS ABOVE

Printed Name VIOLET PONCIK Date NOV. 30, 1989
 Signature Violet Poncik Voter Reg. # 00019830 ✓
 Street Address 2525 LORY Telephone # 342-1078
 Mailing Address Rosenberg, TX 77471

Printed Name MARY J. MALONE Date Nov. 30, 1989
 Signature Mary J. Malone Voter Reg. # 00015203 ✓
 Street Address 1502 HAWTHORN Telephone # 342-4377
RICHMOND, TX 77469
 Mailing Address SAME AS ABOVE

Printed Name CYNTHIA WOTKYN Date 12-5-89
 Signature Cynthia Wotkyn Voter Reg. # 84991 ✓
 Street Address 606 Misty Creek Telephone # 342-7281
 Mailing Address 606 Misty Creek, Richmond TX 77469

Printed Name ORIN N. COVELL Date 12-5-89
 Signature Orin N. Covell Voter Reg. # 00054301 ✓
 Street Address 915 BENT CREEK COURT Telephone # 342-9139
 Mailing Address 915 BENT CREEK COURT RICHMOND TX 77469

Printed Name GERALD MATHEAUS Date 12-5-89
 Signature Gerald A. Matheaus Voter Reg. # 15652 ✓
 Street Address 2226 Ripple Creek Telephone # 342-1711
 Mailing Address same + Rosenberg 77471

¹ A legal description of the notes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

Printed Name Roman Steph. Bohyhevsky Date 12-5-89
 Signature Roman S. Bohyhevsky Voter Reg. # 00142358 ✓
 Street Address 606 Golfview Telephone # 341-7952
 Mailing Address 606 Golfview Richmond TX 77469

Printed Name J. Michael Lytle Date 12-5-89
 Signature J. Michael Lytle Voter Reg. # 14991 ✓
 Street Address 2006 Shady Ln. Richmond Telephone # 342-6557
 Mailing Address " " " 77469

Printed Name Jack L. Tyler Date 12-5-89
 Signature Jack L. Tyler Voter Reg. # 160903 ✓
 Street Address 1111 Golfview Dr. #161 Telephone # 232-5402
 Mailing Address P.O. Box 1008

Printed Name Leslie E. Hunter Date 12-5-89
 Signature Leslie E. Hunter Voter Reg. # 91942 ✓
 Street Address 1510 Holly Circle, Richmond Telephone # 342-7964
 Mailing Address " " " "

Printed Name Paul J. Council Date 12-5-89
 Signature Paul J. Council Voter Reg. # 00004739 ✓
 Street Address 1809 W. Laurel Oaks Dr, Richmond Telephone # 342-6560
 Mailing Address " " " " " "

Printed Name JACK H. MOORE Date 12-5-89
 Signature Jack H Moore Voter Reg. # 59363 ✓
 Street Address 900 FOSTER DRIVE, RICHMOND Telephone # 342-9736
 Mailing Address " " " TX. 77469

Printed Name ARLEN W WILLIAMS Date 12-5-89
 Signature Arlen W Williams Voter Reg. # 00024749 ✓
 Street Address 2605 Parrott, ROL. Telephone # 232-4691
 Mailing Address " " " " "

Printed Name PAUL SCHERER Date 12-5-89
 Signature Paul Scherer Voter Reg. # 00022309 ✓
 Street Address 915 FOSTER DR. Telephone # 342-3800
 Mailing Address RICHMOND, TX 77469

AS PER ORIGINAL

Printed Name Ronald Caloss Date 12-5-89
 Signature Ronald Caloss Voter Reg. # 137920 ✓
 Street Address 1918 Teakwood, Richmond Telephone # 232-5046
 Mailing Address Same as above

Printed Name Reah F Ransom Date 12-5-89
 Signature Reah F Ransom Voter Reg. # 00051088 ✓
 Street Address 1914 Teakwood Telephone # 341-0861
 Mailing Address Same as above

Printed Name Janna Meadows Jr. Date 12-5-89
 Signature MEADOWS PL Voter Reg. # 116418 ✓
 Street Address 302 Hillcrest Telephone # 342-3580
 Mailing Address Richmond 77471

Printed Name GLORY KETELERS Date 12-5-89
 Signature Glory Keteler Voter Reg. # 34547 ✓
 Street Address 905 Winston Dr Telephone # 232-5958
 Mailing Address above Richmond TX

Printed Name W.C. McCallan Date 12-5-89
 Signature W.C. McCallan Voter Reg. # 66150 ✓
 Street Address 3530 Band Rd. Telephone # 342-2409
 Mailing Address P.O. Box 93 - Bch. 77471

Printed Name Paul Johnnie Cooper Date 12-5-89
 Signature P. Johnnie Cooper Voter Reg. # 45081 ✓
 Street Address 2109 Finney - Villet Rd. Telephone # 342-5257
 Mailing Address At. 1, Box 138 - A Rosenberg TX 77471

Printed Name John Duane Waddill Date 12-5-89
 Signature J. Waddill Voter Reg. # 53994 ✓
 Street Address 2100-B Preston Telephone # 232-6399
 Mailing Address 2100-B Preston Richmond, TX 77469

Printed Name HENRY ALTHAUS Date 12-6-89
 Signature Henry Althaus Voter Reg. # 00000312 ✓
 Street Address 920 HORACE MANN, POS Telephone # 232-5155
 Mailing Address SAME AS ABOVE

AS PER ORIGINAL

Printed Name DANIEL KOSCIUSKO Date 12-6-89
Signature [Signature] Voter Reg. # 232-8833
Street Address 328 CRIS RD Telephone # 232-8833
Mailing Address Box 152, Richmond

Printed Name CHARLES W. EDWARDS Date 12-6-89
Signature [Signature] Voter Reg. # 342-9484
Street Address 3510 AVE I, ROSENBERG, TX 77471 Telephone # 342-9484
Mailing Address ABNIE 1221 S. 2nd St. Houston

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

AS PER ORIGINAL

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 96;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 146;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. N. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said lines;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 325;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeastern projection of Southeast line of the J. G. Laveridge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeastern projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Laveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. S. & C. R. R. Survey, Abstract 126, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reeh, and in the Southwest line of the Wm. Leech Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leech Survey, 94.24 varas to the West corner of the most Northerly Reeh tract of two (2) tracts of land owned by Chas. R. Reeh in 1917, in the Wm. Leech Survey;

AS PER ORIGINAL

PAGE 4

THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leach Survey, owned by Vlna Novak in 1917, to its East corner in the Southeast line of the Wm. Leach Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leach Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey No. 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 98;

THENCE North 45 degrees East, along the Southeast line of the Ass Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1902, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

AS PER ORIGINAL

✓ Printed Name ^{Joan} ~~Betty~~ ^{maiden name} ~~Landes~~ ^{Chatham} Date 12-5-89 ^{Betty Joan Chatham}
 Signature ~~Betty Landes~~ ^{Chatham} Voter Reg. # 00041382
 Street Address 2605 Madison Telephone # 232-3873
 Mailing Address Rosenberg, Tx

✓ Printed Name TILLIE Beechler Connelly Date 12-07-89
 Signature Tillie Connelly Voter Reg. # 00042839
 Street Address 2604 Madison Telephone # 713-342-2393
 Mailing Address Rosenberg Tx 77471

✓ Printed Name DENNIS J. Connelly Date 12/7/89
 Signature Dennis Connelly Voter Reg. # 0092840
 Street Address 2604 MADISON Telephone # 342-2393
 Mailing Address Rosenberg TX 77471

✓ Printed Name ^{DAVIS} Tommy GAY DAWSON Date 12-7-89
 Signature Tommy Gay Dawson Voter Reg. # 62744
 Street Address 2102 Tangelane Telephone # (713) 342-2255
 Mailing Address Richmond Int 774619

✓ Printed Name Bob Dawson Date 12-7-89
 Signature Bob Dawson Voter Reg. # 5403
 Street Address 2102 Tangelane Telephone # (713) 342-2255
 Mailing Address Richmond, Texas 77469

✓ Printed Name ^{SOFT} Dorothy Dawson Date 12-7-89
 Signature Dorothy S. Dawson Voter Reg. # 5407
 Street Address 1315 Courtney Telephone # 232-2065
 Mailing Address Richmond, Tex

✓ Printed Name ROBERTSON Jimmy Date 12/8/89
 Signature Jimmy Robertson Voter Reg. # 00063372
 Street Address 1605 Lamar Dr. Telephone # 341-5295
 Mailing Address Richmond Texas

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

X
Printed Name Mary Jane Head Date 12/8/89
Signature Mary Jane Head Voter Reg. # 00114868
Street Address P.O. Box 404 - Broncho Rd Telephone # 533-9181
Mailing Address Simonton, TX 77476

✓
Printed Name Kenneth F. Collins Date 12/8/89
Signature [Signature] Voter Reg. # 125243
Street Address 1900 Spruce Dr Telephone # 342-8923
Mailing Address Rosenberg, TX 77471

✓
Printed Name R. A. Cannon Date 12-8-89
Signature [Signature] Voter Reg. # 00099240
Street Address 2100 Meadow Ln Richmond Telephone # 341-9345
Mailing Address Same

✓
Printed Name CAROL FRY Milder Date 12-8-89
Signature Carol Fry Milder Voter Reg. # 81633
Street Address 803 Fairview Dr Telephone # 713-342-9579
Mailing Address Same Richmond, TX 77469

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

AS PER ORIGINAL

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 96;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 208;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE Northly, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 148;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 481, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 18, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 108; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. N. Cross, Section 12, Abstract 339;

AS PER ORIGINAL

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said lines;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 325;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Laveridge Estate, 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Laveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. B. & C. R. R. Survey, Abstract 126, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reeh, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.34 varas to the West corner of the most Northerly Reeh tract of two (2) tracts of land owned by Chas. R. Reeh in 1917, in the Wm. Leach Survey;

PAGE 4

THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leach Survey, owned by Vlna Novak in 1917, to its East corner in the Southeast line of the Wm. Leach Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leach Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R. Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R. Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R. Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass Wicksen Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass Wicksen Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass Wicksen Survey, in the Northwest line of the B. Wicksen Survey, Abstract 98;

THENCE North 45 degrees East, along the Southeast line of the Ass Wicksen Survey and the Northwest line of the B. Wicksen Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1968, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

✓ Printed Name Morgan Jeffreys Date 12-9-89
 Signature Morgan Jeffreys Voter Reg. # 0001188
 Street Address 803 Newell Dr. Telephone # 342-4574
 Mailing Address Same

✓ Printed Name DONA M FRANKLIN Date 12-9-89
 Signature Dona M. Franklin Voter Reg. # 7564
 Street Address 5920 Poverline Rd Telephone # 232-7358
 Mailing Address Rt 1 Box 391 Richmond, Tx.

✓ Printed Name Janice Kristine Mehrens Date 12-9-89
 Signature Janice Kristine Mehrens Voter Reg. # 151931
 Street Address 9326 FM 762 Rich. Tx. 77469 Telephone # 545-8030
 Mailing Address Same

✓ Printed Name Maria Munquia Date 12-9-89
 Signature Maria Munquia Voter Reg. # 59932
 Street Address ~~Rt 1, #~~ 910 Sycamore Telephone # 342-9490
 Mailing Address Rt 1 Box 521 Richmond

✓ Printed Name June Ladner Date 12-9-89
 Signature June L. Ladner Voter Reg. # 85580 88570
 Street Address 815 Riveredge, Richmond Telephone # 232-2068
 Mailing Address Same

✓ Printed Name Barbara J. Schneider Date 12-9-89
 Signature Barbara J. Schneider Voter Reg. # 156765
 Street Address 1136 Radio Hwy, Apt. 122 Telephone # -
 Mailing Address Rosenberg Same

✓ Printed Name Wilma Adamek Date 12-9-89
 Signature Wilma Adamek Voter Reg. # 57866
 Street Address 2007 Long Dr. Richmon Telephone # 342-5657
 Mailing Address Same

✓ Printed Name STANDRA Green Date 12-9-89
 Signature STANDRA Green Voter Reg. # 96700
 Street Address 202 N. 16th St Telephone # 341-4934
 Mailing Address Richmond, Texas

AS PER ORIGINAL

✓ Printed Name Yolanda Azuara Date 12-9-89
 Signature Yolanda Azuara Voter Reg. # 813
 Street Address 819 Mayweather, Rich. Telephone # 232-1064
 Mailing Address Same

7X Printed Name Tom MAKDISI Date 12-9-89
 Signature Tom Voter Reg. # 1000
 Street Address 5206 mimosa Telephone # 342-5225
 Mailing Address Richmond, 77469

✓ Printed Name VALASTA SCHULTZ Date 12-9-89
 Signature Val Schultz Voter Reg. # 124580
 Street Address 610 Wolfman Dr Telephone # 342-2604
 Mailing Address Rich

✓ Printed Name KATHLEEN Broussard Date 12-9-89
 Signature Kathleen Broussard Voter Reg. # 158597
 Street Address 530 Jeff DAVIS Telephone # 243-9140
 Mailing Address Richmond, Tx 77469

✓ Printed Name Kimberly BAND Date 12-9-89
 Signature Kimberly BAND Voter Reg. # 97543
 Street Address 3821 JUNKER Telephone # 232-9812
 Mailing Address ROSENBERG, Tx.

✓ Printed Name Donna H. Hall Date 12-9-89
 Signature Donna H. Hall Voter Reg. # 92421
 Street Address 306 Willoughby Telephone # 545-8636
 Mailing Address Richmond, Tx 77469

✓ Printed Name John Larvin Date 12-9-89
 Signature John Larvin Voter Reg. # 92175
 Street Address 2423 Woodwind Dr. Telephone # 341-5154
 Mailing Address Richmond Tx 77469

✓ Printed Name Bradley Detlefsen Date 12-9-89
 Signature Bradley Detlefsen Voter Reg. # 143383
 Street Address 735 Old Colony Telephone # 341-9306
 Mailing Address Richmond, Tx 77469

AS PER ORIGINAL

✓ Printed Name Helen Brignole Date 12/9/89
 Signature Helen Brignole Voter Reg. # 67430
 Street Address 2201 N Belmont Telephone # 342-1409
 Mailing Address Richmond, TX 77469

✓ Printed Name ~~Harold J. Brignole~~ Harold J. Brignole Date 12/9/89
 Signature Harold J. Brignole Voter Reg. # 67429
 Street Address 2201 N. Belmont Telephone # 342-1409
 Mailing Address Richmond TX 77469

✓ Printed Name Betty Hartfiel Date 12-9-89
 Signature Betty G. Hartfiel Voter Reg. # 41942
 Street Address 5023 Courterline Rd Telephone # 232-3978
 Mailing Address Richmond, Texas

X Printed Name NORA COLLEEN LA MANCHE Date 12-9-89
 Signature AWLEEN LA MANCHE Voter Reg. # DD089305 Not in district
 Street Address 1353D FM 1464 Telephone # 277-1793
 Mailing Address Richmond, TX 77469

✓ Printed Name Richard Brumitt Brumitt Date 12/9/89
 Signature Richard Brumitt Voter Reg. # 92799
 Street Address 6903 Tob Stuart Telephone # 343 0343
 Mailing Address Richmond TX 77469

✓ Printed Name ANNETTE STOVER Date 12-9-89
 Signature Annette Stover Voter Reg. # 159300
 Street Address 715 Old Colony Telephone # 341-6303
 Mailing Address Richmond, TX

✓ Printed Name JOAN WARD Date 12/9/89
 Signature Joan K. Ward Voter Reg. # 67064
 Street Address 2228 Par Lane Telephone # 342 4551
 Mailing Address Richmond

✓ Printed Name Sarah Kleiman Date 12/9/89
 Signature Sarah Kleiman Voter Reg. # 13046
 Street Address 110 Long Dr Ct. Telephone # 342-4300
 Mailing Address Richmond, TX 77469

AS PER ORIGINAL

Not in district

X Printed Name Linda Walker J. Date 12-9-89
 Signature Linda Walker Voter Reg. # 58613
 Street Address 2326 Old Dixie Telephone # (713) 341-5202
 Mailing Address Richmond Tx

✓ Printed Name Susan E. Brown Date 12-9-89
 Signature Susan E. Brown Voter Reg. # 49552
 Street Address 1407 Edgewood Dr. Telephone # 341-6609
 Mailing Address Richmond, TX 77469

✓ Printed Name Alan R. Storey Date 12-9-89
 Signature Alan Storey Voter Reg. # 141711
 Street Address 906 SYCAMORE Telephone # 342-2404
 Mailing Address Richmond, TX.

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettun League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 96;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE Northly, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 146;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 18, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 188, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. M. Cross, Section 12, Abstract 339;

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AS PER ORIGINAL

THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said lines;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Lavandge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Laveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 126, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 39, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 39 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reeh, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.24 varas to the West corner of the most Northerly Reeh tract of two (2) tracts of land owned by Chas. R. Reeh in 1917, in the Wm. Leach Survey;

AS PER ORIGINAL

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THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leach Survey, owned by Vlna Novak in 1917, to its East corner in the Southeast line of the Wm. Leach Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leach Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R. Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R. Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R. Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 68 to the East corner of Section 68, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass Wicksen Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass Wicksen Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass Wicksen Survey, in the Northwest line of the B. Wicksen Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Ass Wicksen Survey and the Northwest line of the B. Wicksen Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1952, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Full
Name(women
maiden
middle)

Printed Name Neil Wayne Brown Date 11-29-89
 Signature Neil W. Brown Voter Reg. # 00124547
 Street Address 1709 Mulberry Telephone # 342-9068
 Mailing Address Richmond 77469

Must have
a street
address.

Printed Name MAK NEIL BROWN Date 11/29/89
 Signature Mack N. Brown Voter Reg. # 00002873
 Street Address 1121 Sally Ann Telephone # 342-4141
 Mailing Address Rosenberg, TX 77471

Printed Name Jim Adams Date 11-29-89
 Signature Jim Adams Voter Reg. # 0000
 Street Address 1706 Kinrossmill Telephone # 342-9440
 Mailing Address Richmond, TX 77469

Printed Name JANICE BARTOS Date 11/29/89
 Signature Janice Bartos Voter Reg. # 00047794
 Street Address 1308 Mahlman, Rosenberg Telephone # 232-8607
 Mailing Address Rosenberg, Tex 77471

Printed Name Louise Bartos Date 11/29/89
 Signature Louise Bartos Voter Reg. # 00047800
 Street Address 1308 Mahlman Telephone # 232-8607
 Mailing Address Rosenberg Tex 77471

Printed Name John Des Martin Date 11/29/89
 Signature John Des Martin Voter Reg. # 00086154
 Street Address 1414 Travis Telephone # 232-6377
 Mailing Address Richmond, Texas 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 98;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 146;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 481, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. N. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said line;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 328;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Laverdige Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Laverdige Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 128, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reen, and in the Southwest line of the Wm. Leech Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leech Survey, 94.24 varas to the West corner of the most Northerly Reen tract of two (2) tracts of land owned by Chas. R. Reen in 1917, in the Wm. Leech Survey;

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THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract; AS PER ORIGINAL

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leach Survey, owned by Vlna Novak in 1917, to its East corner in the Southeast line of the Wm. Leach Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leach Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 18, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 18 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 18 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R. Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R. Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R. Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass Wicksen Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass Wicksen Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass Wicksen Survey, in the Northwest line of the B. Wicksen Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Ass Wicksen Survey and the Northwest line of the B. Wicksen Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1963, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name Brenda Myska Dresner Date 12-4-89
 Signature Brenda Dresner Voter Reg. # 00038060
 Street Address 3615 Ave R - Rosenberg Telephone # 342-3391
 Mailing Address 3615 Ave R - Rosenberg

Printed Name GUEN R. DRESNER Date 12-5-89
 Signature Guenn R. Dresner Voter Reg. # 00006068
 Street Address 3615 AVE R, ROSENBERG Telephone # 342-3391
 Mailing Address 3615 AVE R, ROSENBERG

Printed Name Adell L. Brown Date 12-5-89
 Signature Adell Brown Voter Reg. # 72903
 Street Address 2411 Greenwood Dr. Telephone # 342-362
 Mailing Address P.O. Box 1318 Rosenberg

Printed Name Carol Reed Date 12-6-89
 Signature Carol Reed Voter Reg. # 20515
 Street Address 1426 Lilly Ann Telephone # 341-9414
 Mailing Address same

Printed Name Bettegene Coyle Date 12-6-89
 Signature Bettegene Coyle Voter Reg. # 4798
 Street Address 1804 W. Laurel Oaks Telephone # 232-9522
 Mailing Address Richmond 77469

Printed Name Adela Diaz Date 12-6-89
 Signature Adela Diaz Voter Reg. # 60633
 Street Address 1305 Trenton Telephone # 342-6805
 Mailing Address Richmond, TX 77469

Printed Name Emilio LAUZOS Date 12-8-89
 Signature Emilio Lauzos Voter Reg. # 125720
 Street Address 7112 Kenfro Dr. Telephone # 343-9724
 Mailing Address same

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

(over)

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382

AS PER ORIGINAL

Printed Name Carolyn J. Johnson Date 12/8/89
Signature Carolyn J. Johnson Voter Reg. # 00068662
Street Address 1206 Armadillo Rd. Telephone # 341-6860
Mailing Address Rosenberg, TX.

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

AS PER ORIGINAL

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 98;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

AS PER ORIGINAL

PAGE 2

THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 148;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. M. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said line;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 325;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeastly projection of Southeast line of the J. G. Laveridge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeastly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Laveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 125, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reeh, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.34 varas to the West corner of the most Northerly Reeh tract of two (2) tracts of land owned by Chas. R. Reeh in 1917, in the Wm. Leach Survey;

PAGE 4

THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leach Survey, owned by Vlna Novak in 1917, to its East corner in the Southeast line of the Wm. Leach Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leach Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey No. 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 289;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass. Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass. Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass. Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Ass. Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1962, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.068 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote:

Printed Name Robert Palmarez Date 12/5/89
Signature Robert Palmarez Voter Reg. # 139868
Street Address 1702 Cypress Telephone # 342-5265
Mailing Address Richmond TX. 77469 was 4002 Marilyn Rosenberg

Printed Name Pamela Palmarez Date 12/5/89
Signature Pamela Palmarez Voter Reg. # 139867
Street Address 1702 Cypress Telephone # 342-5265
Mailing Address Richmond, TX 77469

Printed Name Leonard C. Gregory Date 12/5/89
Signature C. Gregory Voter Reg. # 150100
Street Address 2400 Old South Dr/3127 Telephone # 232-7517
Mailing Address Richmond, TX 77469

Printed Name Frances Gregory Date 12/5/89
Signature Frances Gregory Voter Reg. # 130492
Street Address 2400 Old South Dr/3127 Telephone # 232-7517
Mailing Address Richmond, TX 77469 was 14706 Delbarton, Aust.

Printed Name MARCIA VOGELSANG Date 12/5/89
Signature Marcia Vogelsang Voter Reg. # 109472
Street Address 1208 Second St. Telephone # 341-3227
Mailing Address Rosenberg, TX 77471

Printed Name Robert L. Vogelsang Date 12/5/89
Signature Robert L. Vogelsang Voter Reg. # 00069973
Street Address 1208 Second Street Telephone # 341 9608
Mailing Address Rosenberg Texas 77471

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

A legal description of the metes and bounds of the area to be annexed is attached to this page.

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Name LYNN E. BRANAN Date 11-21-89
 Signature [Signature] Voter Reg. # 00002507
 Street Address 1202 Klare Rosenberg TX Telephone # 342 4160
 Mailing Address SAME

Printed Name Barbara A. Branan Date 11-21-89
 Signature Barbara A. Branan Voter Reg. # 00002506
 Street Address 1202 Klare Rosenberg Telephone # 342 4160
 Mailing Address Same

Printed Name Guadalupe G Morales Jr Date 12-1-89
 Signature [Signature] Voter Reg. # 160139
 Street Address 515 4th St Waco 76794 Telephone # 232 0117
 Mailing Address Same Rosenberg

Printed Name Raymond Dixon Date 12-1-89
 Signature Raymond Dixon Voter Reg. # 00029670
 Street Address 2708 PARROT Telephone # 342-5529
 Mailing Address Same

Printed Name Chester Banks Date 12-1-89
 Signature Chester Banks Voter Reg. # 76877
 Street Address 5102 Quaker Telephone # 342-3405
 Mailing Address Same

Printed Name Wilbur Hein Date 12-1-89
 Signature Wilbur Hein Voter Reg. # 00035242
 Street Address 1019 Brooks Telephone # 232-5906
 Mailing Address Same

Printed Name Adolph KUTAWA Date 12-1-89
 Signature Adolph Kutawa Voter Reg. # 13657
 Street Address Rt 2 Box 32 Telephone # 3425721
 Mailing Address Rosenberg TX

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

Printed Name Lloyd A. Bernander Date 12-1-89
 Signature L. A. Bernander Voter Reg. # 00001714
 Street Address 524 William, Rosenberg Telephone # 342-9319
 Mailing Address Same

Printed Name TIMMIE L. COLGAIN Date 12-1-89
 Signature Timmie Colgain Voter Reg. # 4292
 Street Address 717 Mack Road Telephone # 343-0617
 Mailing Address Box 224 Richmond, 77469

Printed Name ROY DEWISON Date 12-4-89
 Signature Roy Dewison Voter Reg. # 6570
 Street Address 1205 AVE E Ros. Telephone # 342-5799
 Mailing Address Same

Printed Name A. J. Blinka, Jr Date 12-6-89
 Signature Alvin J. Blinka Voter Reg. # 87445
 Street Address 920 Walger Telephone # 232-2267
 Mailing Address SAA

Printed Name Louis O. Moody Date 12-6-89
 Signature Louis O. Moody Voter Reg. # 121376
 Street Address 4728 Redford Telephone # 232-0882
 Mailing Address Roseboro TX 77471

Printed Name WYMAN L. HOPKINS Date 12-6-89
 Signature W. L. Hopkins Voter Reg. # 54797
 Street Address 1111 Gough Ave. Dr 218 Telephone # 342-1553
 Mailing Address 1111 Gough Ave. Dr 218 1111 Gough Ave. Dr 218 David Rosenberg

Printed Name Christine N. Forbis Date 12-6-89
 Signature Christine N. Forbis Voter Reg. # 342-3169
 Street Address 1317 Malman #1608 Telephone # 342-3169
 Mailing Address SAME

Printed Name BENJAMIN A. PEÑA Date 12-8-89
 Signature Benjamin A. Peña Voter Reg. # 35327
 Street Address 1901 Chelsea CE. Roa Telephone # 341-0197
 Mailing Address Same

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name Marion Garcia Date 11-30-89
 Signature [Signature] Voter Reg. # 000 7961
 Street Address 814 Riggins Telephone # 713 343-8527
 Mailing Address P.O. Box 32 Thompason's Tx. 77481

Printed Name Alfonse Zurovec Date 11-30-89
 Signature [Signature] Voter Reg. # 28429
 Street Address RT 1 Box 72, Wad 4227 FM 2248 Telephone # 342-9163
 Mailing Address Richmont TX 77489

Printed Name FLOYD DEAN PRESTON Date 11-30-89
 Signature [Signature] Voter Reg. # 68743
 Street Address 1200 Concord Telephone # 232-0319
 Mailing Address Richmond, Texas

Printed Name Clifford Brown Date 11-30-89
 Signature [Signature] Voter Reg. # 101087
 Street Address 7130 BULANN N P 816 Blume Telephone # 713 343-9144
 Mailing Address RICHMOND TEXAS Rosenberg

Wrong voter
certificate

Printed Name Herbert R. Butts Date 11-30-89
 Signature [Signature] Voter Reg. # 114400
 Street Address 3815 Manly Telephone # 713 232-9023
 Mailing Address Rosenberg Tx 77471

Printed Name John Long Date 11/30/89
 Signature [Signature] Voter Reg. # 13914
 Street Address 3408 Hwy 36 South Telephone # 713 342-1506
 Mailing Address P.O. Box 1574 Rosenberg Texas

Printed Name Noel C. Garcia Date 12-1-89
 Signature [Signature] Voter Reg. # 142150
 Street Address 1012 First St Telephone # 232-2059
 Mailing Address Rosenberg TX 77481
1000 1415 Hwy 36 W

A legal description of the miles and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

Printed Name Charles Ridenhour Date 12-1-89
 Signature Charles Ridenhour Voter Reg. # 00020941
 Street Address 2417 Ave O Rosenberg Telephone # 232-8988
 Mailing Address 2417 Ave O Rosenberg TX

Printed Name Charles A. Knight Date 12-1-89
 Signature Charles A. Knight Voter Reg. # 47356
 Street Address 1721 Brumfield Telephone # 3419702
 Mailing Address Rosenberg TX 77471

Printed Name Johnnie Blinka Date 12-1-89
 Signature Johnnie Blinka Voter Reg. # 2012
 Street Address 800 Ave J. Telephone # 342-8064
 Mailing Address Same Rosenberg TX 77471

Printed Name Edward Garcia Date 000
 Signature Edward Garcia Voter Reg. #
 Street Address 11519 CLARK RD Telephone # 343-0558
 Mailing Address P.O. Box 145

Printed Name EDWARD GARCIA Date 12-3-89
 Signature Edward Garcia Voter Reg. # 00007905
 Street Address 11519 CLARK RD Telephone # 343-0558
 Mailing Address P.O. Box 145 Thompson TX.

Printed Name Eddie Herald Date 2-3-89
 Signature Eddie Herald Voter Reg. # 00010409
 Street Address 14422 Steven LN. Telephone # 545-8887
 Mailing Address P.O. Box 12 Thompson's TX 77481

Printed Name Beatrice Herald Date 2-3-89
 Signature Beatrice Herald Voter Reg. # 00010408
 Street Address 14422 Stevens LN. Telephone # 548-8887
 Mailing Address P.O. Box 12 Thompson's TX 77481

Printed Name Lillie M Russaw Date 12-3-89
 Signature Lillie M Russaw Voter Reg. # 00062199
 Street Address 609 Thompson Hwy Telephone # 3430401
 Mailing Address Box 42 Thompsons TX 77481

Wrong voter
card locate #

AS PER ORIGINAL

Printed Name Ruby L Newell Date 12-3-89
 Signature Ruby L Newell Voter Reg. # 62199
 Street Address 1733 Y U Jones RD Telephone # 343-0340
 Mailing Address P.O. Box 55 Thompson Texas 77481

Printed Name Stella Garcia Date 12-3-89
 Signature Stella Garcia Voter Reg. # 00007982
 Street Address 14609 Clark Rd. Telephone # 343-0558
 Mailing Address P.O. Box 145 Thompsons Tex 77481

Printed Name VYONNE Nunn Date 12-3-89
 Signature Vyonne Nunn Voter Reg. # 161978
 Street Address 1708 Carver Telephone # 341-5557
 Mailing Address 1708 Carver Richmond, TX 77469

Printed Name ERLYNN NUNN Date 12-3-89
 Signature Erlynn Nunn Voter Reg. # 29107
 Street Address 1708 Carver ^{was 12621 Kessler} ^{Richville} Telephone # 341-5557
 Mailing Address 1708 Carver Richmond, TX 77469

Printed Name Rita Lorette Miller Date 12-3-89
 Signature Rita Lorette Miller Voter Reg. # 31116
 Street Address 315 Regans Rd Telephone # 343-0465
 Mailing Address P.O. Box 3 Thompson Texas 77481

Printed Name NADINE L. WADE Date 12-3-89
 Signature Nadine L Wade Voter Reg. # 00034855
 Street Address 911 Old Field Road Telephone # 545-8875
 Mailing Address Drawer #9 Thompson's Tx: 77481

Printed Name Linda Lou Garcia Date _____
 Signature Linda Garcia Voter Reg. # 00007952
 Street Address 814 Regans Rd Telephone # _____
 Mailing Address P.O. Box 32 Thompsons

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

over

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name TALMADGE MCKINNEY Date 11-30-89
 Signature Talmadge McKinney Voter Reg. # 9048
 Street Address 8103 SYMS Telephone # 346-1461
 Mailing Address FULSHEAR, TEXAS 77441

Printed Name Clyde Miller Date 11-30-89
 Signature Clyde Miller Voter Reg. # 34858
 Street Address 315 Higgins Rd. Telephone # 343-0465
 Mailing Address THOMPSONS TX 77481

Printed Name RONNIE R. KURE Date 11-30-89
 Signature Ronnie R. Kure Voter Reg. # 75946
 Street Address 9050 DIXIE DR. Telephone # 793-4008
 Mailing Address WEEVILLE, TX 77461

Printed Name KARL GEORGE Date 11-30-89
 Signature Karl George Voter Reg. # 98559
 Street Address 5704 RONZ RD. Telephone # 342-7276
 Mailing Address P.O. BOX 304 ROS. TX. 77471

Printed Name MELVIN UBERNOSKY Date 11-30-89
 Signature Melvin Ubernosky Voter Reg. # 25782
 Street Address 2714 CHUPIK Telephone # 232-6836
 Mailing Address 2714 Chupik Rosenberg, TX 77471

Printed Name Adam Dixon Jr Date 11-30-89
 Signature Adam Dixon Jr Voter Reg. # 543-0525
 Street Address 2027 Tan Blue Ridge Telephone # 543-0525
 Mailing Address Richmond, TX 77469

Printed Name MARVIN UBERNOSKY Date 11-30-89
 Signature Marvin Ubernosky Voter Reg. # 25781
 Street Address 2127 MONS AVE. Telephone # 232-8999
 Mailing Address 2127 MONS AVE. ROSENBERG, TX 77471

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name LEONARD E. ORSAK Date 11/30/89
Signature Leonard E. Orsak Voter Reg. # 18613
Street Address 1400 ATLANTA Telephone # 232-5938
Mailing Address ROSENBERG TX 7747

✗ Printed Name Clint Meyer Date 11-30-89
Signature Clint Meyer Voter Reg. # _____
Street Address 1409 2nd St Telephone # 787 2440
Mailing Address PO Box 105

✓ Printed Name Max H. BAND Date 11-30-89
Signature Max H. Band Voter Reg. # 97258
Street Address 3221 Tanglewood Telephone # 232-9812
Mailing Address BOSTON

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name Warren W. Mercer Date 11-31-89
 Signature Warren W. Mercer Voter Reg. # 00016624
 Street Address 2909 Chapin St Telephone # 342-0667
 Mailing Address Rosenberg Tex

Printed Name Charles Sprayberry Date 12-1-89
 Signature Charles Sprayberry Voter Reg. # 63451
 Street Address 1621 Brumblow Telephone # 342-8629
 Mailing Address Rosenberg Tex

Printed Name David B Cooper Date 12-1-89
 Signature David B Cooper Voter Reg. # 127587
 Street Address 3315 Kty Telephone # 252-9206
 Mailing Address Rosenberg TX

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettue League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 96;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 16, Abstract 377;

THENCE West, along the North line of Section 16, to its Northwest corner;

THENCE South, along the West line of Section 16 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 146;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Balle Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. N. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said line;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 328;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Leveridge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Leveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. B. & C. R. R. Survey, Abstract 128, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reeh, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.34 varas to the West corner of the most Northerly Reeh tract of two (2) tracts of land owned by Chas. R. Reeh in 1917, in the Wm. Leach Survey;

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THENCE North 45 degrees East, along the Northwest line of the said most Northerly Resh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Resh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leech Survey, owned by Vinc Novak in 1917, to its East corner in the Southeast line of the Wm. Leech Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leech Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Asa Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Asa Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Asa Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Asa Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1968, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.068 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name Scott Soutar Date 12-12-89
 Signature James Scott Soutar Voter Reg. # 73270
 Street Address 3516 Ave I-1621 Leonard Telephone # 341-6402
 Mailing Address Box 1 Millie " Rosenberg

✓ Printed Name B. N. Van Slyke Date 12-12-89
 Signature Rick Voter Reg. # 35218
 Street Address 2576 AUSTIN Telephone # 3422611
 Mailing Address ROSENBERG TX 77471

✓ Debra Printed Name Debbie Davis Date 12-12-89
 Signature Debbie Davis Voter Reg. # 138799
 Street Address 1116 Frances Dr. Telephone # 341-6708
 Mailing Address same - Rosenberg, Tx 77471

X Charles Michael Printed Name Mike FIANAGAN Date 12/13/89
 Signature Mike Fianagan Voter Reg. # 137864
 Street Address 1826 Rock Force Telephone #
 Mailing Address Richard TX 77469

✓ Printed Name Richard Wilson Date 12-13-89
 Signature Richard Wilson Voter Reg. # 129455
 Street Address 1810 RANNEY SARGE Telephone # 341 7130
 Mailing Address Richard TX 77469
was 7015 Buchanan

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

40111111 5
 accepted 4
 rejected 1

Not in DISTRICT

AS PER ORIGINAL

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 98;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the Mt. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said Mt. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the Mt. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line; in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gall Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Leagues, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Leagues and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 1, Abstract 146;

THENCE South 88 degrees 30 minutes West, along the North line of Section 1, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 481, to its Southwest corner; in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 88 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R. Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R. Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R. Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R. Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 188, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 227, and the S. M. Cross, Section 12, Abstract 338;

NO PER ORIGINAL

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said lines;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeastern projection of Southeast line of the J. G. Laverdige Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeastern projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Laverdige Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 128, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 39, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 39 and 40 to the North corner of Section 40, same being the West corner of Section 41;

THENCE South 45 degrees East, along the Southwest line of Section 41, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 41 to a point in its Northeast line, same being the Southwest line of Section 42;

THENCE South 45 degrees East, along the Northeast line of Section 41, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reen, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.24 varas to the West corner of the most Northerly Reen tract of two (2) tracts of land owned by Chas. R. Reen in 1917, in the Wm. Leach Survey;

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THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reen tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reen tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leech Survey, owned by Vlna Novak in 1917, to its East corner in the Southeast line of the Wm. Leech Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leech Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey No. 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 289;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R. Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R. Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R. Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass. Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass. Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass. Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Ass. Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1962, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pertus League, Abstract 68; the POINT AND PLACE OF BEGINNING.

total Names - 5
 accepted - 5

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.088 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name JOHN GRILLO Date 12-12-89
 Signature John Grillo Voter Reg. # 103206
 Street Address 806 Mayweather Telephone # 342-4644
 Mailing Address RICHMOND, TX 77469

✓ Printed Name TROY MILLER Date 12-12-89
 Signature Troy Miller Voter Reg. # 124883
 Street Address 201 4th Street Telephone # 542-7753
 Mailing Address P.O. Box 110 Rosenberg Texas 77471

✓ Printed Name JANICE HARDIN Date 12-12-89
 Signature Janice Hardin Voter Reg. # 78034
 Street Address 2410 Dawling Telephone # 713 342-2991
 Mailing Address Richmond, Texas 77469

✓ Printed Name MARIE KUNZ Date 12-12-89
 Signature Marie Kunz Voter Reg. # 00013703
 Street Address 6206 Pleak Rd. Rt 3 Telephone # 232-7350
 Mailing Address Richmond, Texas

✓ Printed Name JOE A. KUNZ Date 12-12-89
 Signature Joe A. Kunz Voter Reg. # 00013704
 Street Address 6206 Pleak Rd. Rt 3 Telephone # 232-7350
 Mailing Address Richmond, Texas 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pertus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 38;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 208;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 408;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 284, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line; in the West line of the L. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Leagues, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Leagues and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 1, Abstract 146;

THENCE South 88 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 88 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 108; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 188, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. M. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said line;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeastern projection of Southeast line of the J. G. Laveridge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeastern projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Laveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 128, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 39, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 39 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reen, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 34.24 varas to the West corner of the most Northerly Reen tract of two (2) tracts of land owned by Chas. R. Reen in 1917, in the Wm. Leach Survey;

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THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leech Survey, owned by Vinc Novak in 1917, to its East corner in the Southeast line of the Wm. Leech Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leech Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Asa Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Asa Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Asa Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Asa Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1968, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name STANLEY L. KUCHERKA, JR. Date 11-30-89
 Signature Stanley L. Kucherka Voter Reg. # 00026728
 Street Address 808 AVE K Telephone # 232-3269
 Mailing Address 808 AVE K, ROSENBERG, TX 77471

Total names 4

Accepted 3

Rejected 1

Printed Name CHUCK MARICETTA Date 11-30-89
 Signature Chuck Maricetta Voter Reg. # 15295
 Street Address 3125 MAIN AVE Telephone # 342-4666
 Mailing Address Box 1126

Printed Name Richard A. Zapala Date 11-30-89
 Signature Richard A. Zapala Voter Reg. # 83510
 Street Address 2736 Cypress Ln Telephone # 232-6706
 Mailing Address 2736 Cypress Ln, Rosenberg

Printed Name LARRY WILKINSON Date 11-30-89
 Signature Larry Wilkinson Voter Reg. # 0027414
 Street Address 3707 GLENMEADOW Telephone # 342-4664
 Mailing Address 3707 GLENMEADOW

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 98;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 16, Abstract 377;

THENCE West, along the North line of Section 16, to its Northwest corner;

THENCE South, along the West line of Section 16 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 146;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 481, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. N. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said line;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Leveridge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Leveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 126, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reeh, and in the Southwest line of the Wm. Leech Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leech Survey, 94.34 varas to the West corner of the most Northerly Reeh tract of two (2) tracts of land owned by Chas. R. Reeh in 1917, in the Wm. Leech Survey;

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THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leech Survey, owned by Vinc Novak in 1917, to its East corner in the Southeast line of the Wm. Leech Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leech Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 18, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 18 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 18 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Asa Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Asa Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Asa Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Asa Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1968, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name GASKAMP, OTTO JR Date 12-12-89
 Signature Otto Gaskamp Jr. Voter Reg. # 00008153
 Street Address 1514 Winston Dr. Telephone # 342-3548
 Mailing Address 1514 Winston Dr. Richmond, Texas 77469

✓ Printed Name Florence Gaskamp Date 12-12-89
 Signature Florence Gaskamp Voter Reg. # 00008154
 Street Address 1514 Winston Dr. Telephone # 342-3548
 Mailing Address 1514 Winston Dr., Richmond, TX 77469

✓ Printed Name BOB MORTON Date 12-12-89
 Signature Bob Morton Voter Reg. # 00049351
 Street Address 2525 Alamo Telephone # 232-8154
 Mailing Address Rosenberg, TX

✓ Printed Name Thomas Gaskamp Date 12-12-89
 Signature Thomas Gaskamp Voter Reg. # 00008156
 Street Address 2113 Greenwood Dr. Telephone # 342-0042
 Mailing Address Rosenberg, TX 77471

✓ Printed Name Shelley Nicodemus Date 12-12-89
 Signature Shelley Nicodemus Voter Reg. # 00124344
 Street Address 1313 Tobala Telephone # 342-5206
 Mailing Address Rosenberg, TX 77471

✓ Printed Name Sharon Wallingford Date 12-12-89
 Signature Sharon Wallingford Voter Reg. # 129612
 Street Address 2005 McChale Telephone # 342-9266
 Mailing Address Richmond TX 77469 WRS 2515 Live Oak Drive

✓ Printed Name Francisca de Luna Date 12-12-89
 Signature FRANCISCA DE LUNA Voter Reg. # 00137358
 Street Address 1421 SIXTH Telephone # 232-6607
 Mailing Address ROSENBERG, TX 77471

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Private Name Virginia Lureby Date 12-10-89
 Signature 15 St. Hawthorn Voter Reg. # 9327
 Street Address Richmond TX 76109 Telephone # 202-6828
 Mailing Address _____

✓ Private Name Lita Deane B. Scherer Date 12-13-89
 Signature _____ Voter Reg. # 22310
 Street Address 915 Foster Dr Telephone # 342-3800
 Mailing Address Richmond TX

Private Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Private Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Private Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Private Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Private Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Private Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

AS PER ORIGINAL

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 98;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 52, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 408;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the Mt. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said Mt. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the Mt. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 338;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line; in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Leagues, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Leagues and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 148;

THENCE South 88 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 18, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. A. & M. Cross, Section 12, Abstract 338;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said line;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Lavendge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Lavendge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendallton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendallton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 128, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 39, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 39 and 30 to the North corner of Section 30, same being the West corner of Section 31;

THENCE South 45 degrees East, along the Southwest line of Section 31, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 31 to a point in its Northeast line, same being the Southwest line of Section 32;

THENCE South 45 degrees East, along the Northeast line of Section 31, a distance of 950 varas to the common corner of Sections 33, 34, 31 and 32;

THENCE North 45 degrees East, along the Northwest line of Section 33 and 32 to the North corner of Section 32;

THENCE South 45 degrees East, along the Northeast line of Section 32 to its East corner, same being the North corner of Section 31;

THENCE South 45 degrees West, along the Northwest line of Section 31 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 31 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 31 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reen, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.24 varas to the West corner of the most Northerly Reen tract of two (2) tracts of land owned by Chas. R. Reen in 1917, in the Wm. Leach Survey;

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THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leech Survey, owned by Vinc Novak in 1917, to its East corner in the Southeast line of the Wm. Leech Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leech Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Asa Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Asa Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Asa Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Asa Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1968, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the Willem Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

AS PER ORIGINAL

Total Names 1
accepted 1

✓ Printed Name MARY MACEK Date 12-11-89
Signature Mary Macek Voter Reg. # 0064513
Street Address 2013 Greenwood Telephone # 241-6262
Mailing Address same was 1800 Spruce Rosenberg

Printed Name JULIUS PUODZINSKAS Date 12-11-89
Signature [Signature] Voter Reg. # [Signature]
Street Address 1714 MAGNOLIA LN Telephone # 342-0722
Mailing Address RICHMOND TX

Printed Name _____ Date _____

Signature _____ Voter Reg. # _____

Street Address _____ Telephone # _____

Mailing Address _____

Printed Name _____ Date _____

Signature _____ Voter Reg. # _____

Street Address _____ Telephone # _____

Mailing Address _____

Printed Name _____ Date _____

Signature _____ Voter Reg. # _____

Street Address _____ Telephone # _____

Mailing Address _____

Printed Name _____ Date _____

Signature _____ Voter Reg. # _____

Street Address _____ Telephone # _____

Mailing Address _____

Printed Name _____ Date _____

Signature _____ Voter Reg. # _____

Street Address _____ Telephone # _____

Mailing Address _____

Printed Name _____ Date _____

Signature _____ Voter Reg. # _____

Street Address _____ Telephone # _____

Mailing Address _____

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 96;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE Northly, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 16, Abstract 377;

THENCE West, along the North line of Section 16, to its Northwest corner;

THENCE South, along the West line of Section 16 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 146;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 18, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. N. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said lines;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner. In the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Laveridge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Laveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 128, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reen, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.34 varas to the West corner of the most Northerly Reen tract of two (2) tracts of land owned by Chas. R. Reen in 1917, in the Wm. Leach Survey;

AS PER ORIGINAL

PAGE 4

THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leach Survey, owned by Vlna Novak in 1917, to its East corner in the Southeast line of the Wm. Leach Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leach Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass Wicksen Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass Wicksen Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass Wicksen Survey, in the Northwest line of the B. Wicksen Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Ass Wicksen Survey and the Northwest line of the B. Wicksen Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1968, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pertus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

AS PER ORIGINAL

total Names - 1

accepted - 1

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name LANELL KALINOWSKI Date 12.21.89
 Signature LANELL Kalinowski Voter Reg. # 83938
 Street Address 2220 Ripple Creek Dr. Telephone # 232-6272
 Mailing Address ROSENBERG, TX 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
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Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AC PER ORIGINAL

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pertus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 98;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 League and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 League, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 League and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 League and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 League, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 208;

THENCE East, along the North line of the William Morton 1-1/2 League and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the Mt. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE Northerly, along said Southerly projection of the East line of the said Mt. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the Mt. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line; in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Leagues, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Leagues and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 146;

THENCE South 88 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 8 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner; in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 88 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 8 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R. Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R. Section 18, Abstract 330, same being Northeast line of the S. A. & M. G. R. R. Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R. Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Balle Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 186, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 17, Abstract 327, and the S. M. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said lines;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeastern projection of Southeast line of the J. G. Lavendge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeastern projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Lavendge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendallton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendallton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the D. B. & C. R. R. Survey, Abstract 126, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 39, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 39 and 30 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 34, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reen, and in the Southwest line of the Wm. Leach Survey, Abstract 251;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.24 varas to the West corner of the most Northerly Reen tract of two (2) tracts of land owned by Chas. R. Reen in 1917, in the Wm. Leach Survey;

AS PER ORIGINAL

PAGE 4

THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leech Survey, owned by Vinc Novak in 1917, to its East corner in the Southeast line of the Wm. Leech Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leech Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 289;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Asa Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Asa Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Asa Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Asa Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1968, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.066 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name JERRI FARRIS Date 12-5-89 accepted 16
 Signature Jerri Farris Voter Reg. # 57583 registered 2
 Street Address 1212 Austin Richmond Telephone # 343-4498

✓ Printed Name Rae Albright Date 12-5-89
 Signature Rae Albright Voter Reg. # 00138012
 Street Address 6930 Ave G, Beasley Telephone # (409) 387-2414
 Mailing Address P.O. Box 49 Beasley, TX 77417

✓ Printed Name Shari Segers Date 12-5-89
 Signature Shari Segers Voter Reg. # 150247
 Street Address 3904 Ave. N. Telephone # 342-4014
 Mailing Address Same

✓ Printed Name James Earl Lunsford Date 12-5-89
 Signature James Lunsford Voter Reg. # 151234
 Street Address 1707 Cypress Telephone # 341-9763
 Mailing Address SAME

✓ Printed Name Lizanne Lunsford Date 12-5-89
 Signature Lizanne Lunsford Voter Reg. # 151199
 Street Address 9707 Cypress Telephone # 341-9763
 Mailing Address SAME RICHMOND 77469

✓ Printed Name JOSHUA S. TURTON Date 12-6-89
 Signature Joshua S. Turton Voter Reg. # 147398
 Street Address 1506 RAINBAREL CT. Telephone # 342-2560
 Mailing Address —

X Printed Name Alice Drachenberg Date 12-6-89
 Signature Alice Drachenberg Voter Reg. # 6045
 Street Address 9410 Line Co. Telephone # 793-4326
 Mailing Address Needville, Tex.

Not in
DISTRICT

A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name Gertrude M White Date 12-07-89
 Signature Gertrude M White Voter Reg. # 49837
 Street Address 1700 Avenue L Telephone # 342-6300
 Mailing Address Rosenberg, Tx 77471

✓ Printed Name BERNARD WHITE Date 12-7-89
 Signature Bernard White Voter Reg. # 49836
 Street Address 1700 Ave L Telephone # 342-6300
 Mailing Address Rosenberg Tx 77471

✓ Printed Name ROBERT Loney Date 12-7-89
 Signature Robert Loney Voter Reg. # 82318
 Street Address 1001 FOSTER DR Telephone # 342-2849
 Mailing Address Richmond, Tx

X Printed Name Rose M. Vacek Date _____
 Signature Rose M. Vacek Voter Reg. # 52240
 Street Address 2020 Briar Ridge Telephone # 232-8686
 Mailing Address Rosenberg, Tx 77471

✓ Printed Name Tim Howser Date 12-7-89
 Signature James L. Howser Voter Reg. # 106839
 Street Address 7011 Pickett Telephone # 545-8448
 Mailing Address Richmond, Tx

✓ Printed Name Becky A Petersen Date 12-7-89
 Signature Becky A Petersen Voter Reg. # 140995
 Street Address 2614 Cedar Ln Telephone # _____
 Mailing Address Rosenberg

✓ Printed Name MIKE SAKACH Date 12-7-89
 Signature Mike Sakach Voter Reg. # 111332
 Street Address 7015 Buchanan Telephone # 343-9410
 Mailing Address Richmond Tx

✓ Printed Name Rosalie Brandstetter Date 12-7-89
 Signature 28 ROSALIE Brandstetter Voter Reg. # 2519
 Street Address 2805 Ave J Telephone # 342-6272
 Mailing Address Rosenberg, 77471

AS PER ORIGINAL

✓ Printed Name WILLIAM MAX BRODEUR Date 12-9-89
 Signature W. Max Brodeur Voter Reg. # 154294
 Street Address 307 William Porter Telephone # 3427008
 Mailing Address " " Richmond 77467

✓ Printed Name JOHN M DROWN Date 12-9-89
 Signature John M Drown Voter Reg. # 98539
 Street Address 816 Blume #6 AVE Telephone # 342-5226
 Mailing Address Rosenberg TX Rosenberg

✓ Printed Name Edwin M. Lower Date 12-12-89
 Signature Edwin M. Lower Voter Reg. # 133097
 Street Address RR 1 Box 753 (1220 MALEK) Telephone # 343-9628
 Mailing Address Richmond TX 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

AS PER ORIGINAL

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 38;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 52, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

AS PER ORIGINAL

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line; in a common corner in said Fort Bend-Waller County line; in the West line of the L. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Eastern line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northern projection of the West line of the Gall Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northern projection of the West line of the John Foster 3 Leagues, Abstract 37;

THENCE South, departing the Brazos River, along the Northern projection and the West line of the John Foster 3 Leagues and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northern Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northern Southwest corner in the North line of the Brooks and Burleson Survey, Section 1, Abstract 146;

THENCE South 86 degrees 30 minutes West, along the North line of Section 1, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northern line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southern corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R. Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R. Section 18, Abstract 330, same being Northeast line of the S. A. & M. G. R. R. Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R. Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southern line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southern line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Eastern line of Section 24, and its Northern extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 188, which is in the Northern extension of the common line between the S. A. & M. G. R. R. Section 17, Abstract 337, and the S. M. Cross, Section 12, Abstract 339;

PAGE 3

THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said lines;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 325;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Laveridge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Laveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 128, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 39, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 39 and 30 to the North corner of Section 30, same being the West corner of Section 31;

THENCE South 45 degrees East, along the Southwest line of Section 31, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 31 to a point in its Northeast line, same being the Southwest line of Section 32;

THENCE South 45 degrees East, along the Northeast line of Section 31, a distance of 950 varas to the common corner of Sections 33, 34, 31 and 32;

THENCE North 45 degrees East, along the Northwest line of Section 33 and 32 to the North corner of Section 32;

THENCE South 45 degrees East, along the Northeast line of Section 32 to its East corner, same being the North corner of Section 31;

THENCE South 45 degrees West, along the Northwest line of Section 31 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 31 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 31 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 150 Acre Tract in Section 15, owned in 1917 by Chas. R. Reen, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.24 varas to the West corner of the most Northerly Reen tract of two (2) tracts of land owned by Chas. R. Reen in 1917, in the Wm. Leach Survey;

PAGE 4

THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leech Survey, owned by Vinc Novak in 1917, to its East corner in the Southeast line of the Wm. Leech Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leech Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Asa Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Asa Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Asa Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Asa Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1968, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

total names - 6
accepted - 2 *Rejected - 4*

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AS PER ORIGINAL

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

X Printed Name Kelly Bigsby Date 12/5/89
Signature Kelly Bigsby Voter Reg. # 1212412
Street Address 12416 Bluestone Telephone # 261-0044
Mailing Address MO. City, TX. 77459

Not in district

X CAROLELYNN Gibbs
Printed Name LYNN Gibbs Date 12-5-89
Signature lynn Gibbs Voter Reg. # 80018
Street Address 2400 Old So #1305 Telephone # 232-0277
Mailing Address Richmond TX 77469

Not in district

X Printed Name Loree Eddleman Date 12-5-89
Signature Loree Eddleman Voter Reg. # 147844
Street Address 2831 Victoria Street Telephone # 232-3478
Mailing Address Richmond, TX 77469

Not in district

X Printed Name T.J. Eddleman Date 12-5-89
Signature TJ Eddleman Voter Reg. # 147844
Street Address 2831 Victoria Street Telephone # 232-3475
Mailing Address Richmond was 2508 Madison Ave, Rosenberg

✓ Printed Name FRANK Schunka Date 12-5-89
Signature Frank Schunka Voter Reg. # 30564
Street Address 2114 Crestwood Telephone # 342-8240
Mailing Address Richmond TX

✓ Printed Name Peggy SCHUNKA Date 12-5-89
Signature Peggy Schunka Voter Reg. # 30563
Street Address 2114 Crestwood Telephone # 342-8240
Mailing Address Richmond TX

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 96;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 League and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 338;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line; in the West line of the L. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gall Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Leagues, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Leagues and the Y. Ferns Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferns, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 146;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 481, to its Southwest corner; in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 418;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R. Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 418;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Balle Survey, Abstract 108; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 17, Abstract 327, and the S. H. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said line;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeastern projection or Southeast line of the J. G. Lavendge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeastern projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Lavendge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 128, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reen, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.24 varas to the West corner of the most Northerly Reen tract of two (2) tracts of land owned by Chas. R. Reen in 1917, in the Wm. Leach Survey;

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PAGE 4

THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reen tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reen tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leach Survey, owned by Vlna Novak in 1917, to its East corner in the Southeast line of the Wm. Leach Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leach Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 289;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R. Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R. Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R. Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass. Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass. Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass. Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Ass. Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1962, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pertus League, Abstract 68; the POINT AND PLACE OF BEGINNING.

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Name Elaine Kunz Bowman Date 11-22-89
 Signature Elaine Kunz Bowman Voter Reg. # 00002405
 Street Address 6308 Pleak Rd, Richmond Telephone # 342-5403
 Mailing Address 6308 Pleak Rd Richmond 77469

total 107
 accepted 92
 rejected 15

✓ Printed Name Ann Marie Hail Date 12-5-89
 Signature Ann Marie Hail Voter Reg. # 81555
 Street Address 612 FM 359 Richmond Telephone # 232-3112
 Mailing Address P.O. Box 109 Beasley

X ? Printed Name Ann Marie Hail Date 12-5-89
 Signature Ann Marie Hail Voter Reg. # 81555
 Street Address 6115 Kearsley Rd Telephone # 113-5458118
 Mailing Address 6115 Kearsley Rd Richmond, TX 77469

X Printed Name Lee Allen Mahlmann Date 12-5-89
 Signature Lee Allen Mahlmann Voter Reg. # 15161
 Street Address 1614 Quarterpath Telephone # 342-6311
 Mailing Address 1614 Quarterpath

Not in district

X Printed Name T. R. BEEDLE Date _____
 Signature T. R. Beedle Voter Reg. # _____
 Street Address 2026 PLANTATION DR. Telephone # _____
 Mailing Address Richmond, TX 77469

✓ Printed Name James A. White Date 12-6-89
 Signature James A. White Voter Reg. # 27234
 Street Address 2002 Shady Lane Telephone # 342-8342
 Mailing Address Richmond Tx 77469

✓ Printed Name Mary Ann Williams Date 12-6-89
 Signature Mary Ann Williams Voter Reg. # 27556
 Street Address 2002 Crestwood Telephone # 232-2435
 Mailing Address Richmond, Texas 77469

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name Suzanne G. Wendt Date 11-26-89
 Signature Suzanne Wendt Voter Reg. # 00128378
 Street Address 2703 Band Rd. Telephone # 232-7309
 Mailing Address Rt. 1 Box 50-G Rosenberg TX

✓ Printed Name MARIE J. MURTA WENDT Date 11-26-89
 Signature Joan Wendt Voter Reg. # 00043038
 Street Address 2703 BAND RD Telephone # 232-7309
 Mailing Address RT1 Box 50 G ROSENBERG TX

✓ Printed Name Ralph Wendt Date 11-26-89
 Signature Ralph Wendt Voter Reg. # 00043039
 Street Address 2703 Band Rd Telephone # 232-7309
 Mailing Address Rt 1 Box 50, G, ROSENBERG, Texas

✓ Printed Name JANICE REJSEK Date 11/29/89
 Signature Janice Rejsek Voter Reg. # 00020644
 Street Address 2714 Band Road Telephone # 713 232-5355
 Mailing Address Rt. 1 Box 51A9-ROSENBERG, TX 77471

✓ Printed Name DONALD J. Rejsek Date 11-29-89
 Signature Donald J. Rejsek Voter Reg. # 00020642
 Street Address 2714 Band Rd. Telephone # 232-5355
 Mailing Address Rt. 1 Box 51A-9 Rosenberg, TX. 77471

✓ Printed Name Trey Williams Date 12-6-89
 Signature Trey Williams Voter Reg. # 27586
 Street Address 2002 Crestwood Dr. Telephone # 232-2435
 Mailing Address Richman, Tx. 77469

✓ Printed Name Linda Lambert Date 12-6-89
 Signature Linda Lambert Voter Reg. # 00081072
 Street Address 2611 Live Oak Telephone # 342 9510
 Mailing Address Rosenburg, Tex 77471

✓ Printed Name Rosario Huff Date 12-6-89
 Signature Rosario Huff Voter Reg. # 93085
 Street Address 2411 Chestnut Telephone # 341-7717
 Mailing Address Rosenberg, Texas 77471

AS PER ORIGINAL

✓ Printed Name Gustalugo Peña Jr Date 12-7-89
 Signature [Signature] Voter Reg. # 00140018
 Street Address 1106 San Jacinto Telephone # 341-6808
 Mailing Address 1106 San Jacinto Richmond, Tx 77469

✓ Printed Name HAROLD EVERETT KENNEDY Date 12-7-89
 Signature [Signature] Voter Reg. # 00103754
 Street Address 116 E. Austin Richmond Tx 77469 Telephone # 342-9090
 Mailing Address Same as above

✓ Printed Name Manuel Zamora Date 12-7-89
 Signature [Signature] Voter Reg. # 152846
 Street Address Rt 1 Box 776 6623 TARA Telephone # 342-4850
 Mailing Address Richmond Tx 77469

✓ Printed Name BARBARA KUNZ Date 12-7-89
 Signature [Signature] Voter Reg. # 28660
 Street Address 1308 MURRAY Telephone # 713-342-8749
 Mailing Address ROSENBERG, TX. 77471

✓ Printed Name MICHAEL R. MARTIN Date 12-7-89
 Signature [Signature] Voter Reg. # 15423
 Street Address 2301 BERNIE Telephone # 341-7558
 Mailing Address SAME ROSENBERG, TEXAS 77471

✓ Printed Name ERNIE OKRUHLIK Date 12-7-89
 Signature [Signature] Voter Reg. # 18486
 Street Address 4739 Robertson Rd Telephone # 342-9956
 Mailing Address Richmond TX 77469

✗ Printed Name CHARLES PFEFFER Date 12-7-89
 Signature [Signature] Voter Reg. # 00019500
 Street Address 1430 Maplewood Telephone # 495-3089
 Mailing Address Stafford, TX 77477

✓ Printed Name Eve Thompson Date 12-7-89
 Signature [Signature] Voter Reg. # 82669
 Street Address 2110 Heritage Ln N. Telephone # 342-9571
 Mailing Address Richmond TX 77469

AS PER ORIGINAL

✓ Printed Name LYNN D. MARTIN Date 12-7-89
 Signature Lynn D. Martin Voter Reg. # 15417
 Street Address 2301 BEANIE Telephone # 341-1558
 Mailing Address ROSENBERG, TX. 77471

✓ Printed Name LARRY KUNZ Date 12-7-89
 Signature Larry Kunz Voter Reg. # 28659
 Street Address 1208 MULHEATH Telephone # 342-8749
 Mailing Address ROSENBERG, TX 77471

✓ Printed Name LUCY A. KELLER Date 12-7-89
 Signature Lucy A. Keller Voter Reg. # 12633
 Street Address 4304 CLAYHEAD RD. Telephone # 342-5755
 Mailing Address RICHMOND, TX 77469

✓ Printed Name Ann Council Date 12-7-89
 Signature Ann Council Voter Reg. # 4738
 Street Address 1809 W. Laurel Oaks Telephone # 342 6560
 Mailing Address Richmond, Texas 77469

✓ Printed Name Tanice Marek Date 12-7-89
 Signature Tanice Marek Voter Reg. # 47609
 Street Address 2704 B41 - BOY 517 EDGAR Telephone # 232-5915
 Mailing Address Rosenberg, Tex 77471

✓ Printed Name Tanice Marek Date 12-7-89
 Signature Tanice Marek Voter Reg. # 47610
 Street Address 2704 B41 - BOY 517 EDGAR Telephone # 232-5915
 Mailing Address Rosenberg, Tex 77471

✓ Printed Name Gene P. Morris Date 12/9/89
 Signature Gene P. Morris Voter Reg. # 78119
 Street Address 2012 BRIAR Lane Telephone # 342-8634
 Mailing Address Richmond, Tx 77469

✓ Printed Name MONICA SUAREZ Date 12/9/89
 Signature Monica Suarez Voter Reg. # 94551
 Street Address 212 WHEATON Telephone # 232-4525
 Mailing Address "

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name ROBERT G. RAY Date 12-5-89
 Signature Robert G. Ray Voter Reg. # 00020475
 Street Address 1416 MIMOSA, ROSA Telephone # 342-9858
 Mailing Address SAME

✓ Printed Name MARK A. PUSTEJOVSKY Date 12-5-89
 Signature Mark A. Pustejovsky Voter Reg. # 124017
 Street Address 602 CRAWFORD Circle Telephone # 232-3977
 Mailing Address SAME WDA 2720 Ave G

✓ Printed Name GREG MENSTIK Date 12-5-89
 Signature Greg Menstik Voter Reg. # 49047
 Street Address 1927 RIPLE CREEK Telephone # 233 4490
 Mailing Address SAME

✓ Printed Name James Gonzales Date 12-5-89
 Signature James M. Gonzales Voter Reg. # 48219
 Street Address Rt 2 Box 649 A3 Telephone # 232-4579
 Mailing Address Same

✓ Printed Name LARRY DEAN LOESCH Date 12-5-89
 Signature Larry Dean Loesch Voter Reg. # 38915
 Street Address 1095 ELIZABETH AVE. ROSA Telephone # 232-3217
 Mailing Address SAME

✓ Printed Name Dorothy M. Holcombe Date 12-5-89
 Signature Dorothy M. Holcombe Voter Reg. # 10881
 Street Address 805 Magnolia Dr. Telephone # 342-8809
 Mailing Address same

✓ Printed Name Jo Ann Ray Date 12-5-89
 Signature Jo Ann Ray Voter Reg. # 82301
 Street Address 1416 Mimosa Rosa Telephone # 342-9858
 Mailing Address Same

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name Linda Cammeron Padon Date 12-5-89
 Signature [Signature] Voter Reg. # 141021
 Street Address 1412 MIMOSA Telephone # 232-2379
 Mailing Address 1412 MIMOSA ROS.

✓ Printed Name Roy Allen Padon Date 12-5-89
 Signature Roy Allen PADON Voter Reg. # 141012
 Street Address 1412 MIMOSA Telephone # 232-7379
 Mailing Address 1412 MIMOSA ROS

✓ Printed Name Ricky Cernoch Date 12-5-89
 Signature Ricky Cernoch Voter Reg. # 160565
 Street Address 1408 mimosa Telephone # 342-7915
 Mailing Address 1408 MIMOSA

✓ Printed Name NAN CERNOC Date 12-5-89
 Signature Nan Cernoch Voter Reg. # 160558
 Street Address 1408 MIMOSA Telephone # 342-7915
 Mailing Address 1408 MIMOSA

✓ Printed Name DANIEL W VACEK Date 12-5-89
 Signature Daniel W Vacek Voter Reg. # 25897
 Street Address 1415 MIMOSA, ROSENBERG Telephone # 732-3479
 Mailing Address SAME

✓ Printed Name Joan Vacek Date 12-5-89
 Signature Joan Vacek Voter Reg. # 51121
 Street Address 1415 Mimosa Ros. Telephone # 332-3479
 Mailing Address SAME

✓ Printed Name Margie Rogers Date 12-6-89
 Signature Margie Rogers Voter Reg. # 21471
 Street Address 1408 P. Mimosa Telephone # 341-6944
 Mailing Address Rosenberg Tex
was 1917 Carlisle

✓ Printed Name J. A. HARTFIEL Date 12-6-89
 Signature J. A. Hartfiel Voter Reg. # 65559
 Street Address 2504 Cypress Son Telephone # 342-5801
 Mailing Address Rosenberg Texas

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name MARY L. HOOT Date 12-6-89
 Signature Mary L. Hoot Voter Reg. # 47016
 Street Address 607 Sycamore Telephone # (713) 232-4428
 Mailing Address Rt 1 Box 508 Richmond

✓ Printed Name Elizabeth Wenzel Date 12/6/89
 Signature Elizabeth Wenzel Voter Reg. # 33087
 Street Address 125 Booth Rd Telephone # 713-545-8688
 Mailing Address Rt 1 Box 718 Richmond TX 77469

✓ Printed Name GENE HOOT Date 12-6-89
 Signature Gene Hoot Voter Reg. # 47017
 Street Address 607 Sycamore Telephone # 232-4428
 Mailing Address Rt 1 Box 508 Richmond, TX 77469

X Printed Name Karen Benicki Date 12-6-89
 Signature Karen Benicki Voter Reg. # 545-8727
 Street Address 6822 Harpers Dr Telephone # 545-8727
 Mailing Address Richmond, TX 77469

✓ Printed Name Carolyn Peters Date 12/6/89
 Signature Carolyn Peters Voter Reg. # 149080
 Street Address 1201 Burnet Telephone # 341-6561
 Mailing Address 1201 Burnet Richmond, TX 77469

✓ Printed Name Charlene Fisher Date 12-6-89
 Signature Charlene Fisher Voter Reg. # 7149
 Street Address 2111 Lamar Dr Telephone # 232-7909
 Mailing Address 2111 Lamar Dr. - Richmond, TX 77469

X Printed Name Mrs A B Starniche Date 12-6-89
 Signature Mrs A B Starniche Voter Reg. # 342-4305
 Street Address 2509 1st St Telephone # 342-4305
 Mailing Address Roseberg Texas 77471

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

Can find
A.B. (411111)
List not
made

AS PER ORIGINAL

✓ Printed Name Julie Ansell Date 12-6-89
 Signature Julie Ansell Voter Reg. # 109399
 Street Address 2407 Portland Telephone # 232-1046
 Mailing Address 2407 Portland Richmond

X Printed Name JANE ROBERTSON Date 12-7-89
 Signature Jane Robertson Voter Reg. # 129144
 Street Address 1526 ELIZABETH AVE Telephone # 342-7173
 Mailing Address SAME

✓ Printed Name Gloria Hopkins Date 12-7-89
 Signature Gloria Hopkins Voter Reg. # 00011049
 Street Address 2515 Aquaria Telephone # 342-4310
 Mailing Address Rosenberg, Tex. 77471

✓ Printed Name Velma Hustede Date 12-7-89
 Signature Velma Hustede Voter Reg. # 11484
 Street Address 3703 Glenmeadow Telephone # 342-5095
 Mailing Address (Same as) Rosenberg
Above

✓ Printed Name ESTHER SUPAK Date 12-8-89
 Signature Esther Supak Voter Reg. # 24579
 Street Address 1520 Radio Lane Telephone # 232-3306
 Mailing Address Rosenberg, Tex. 77471

X Printed Name Beth Lorquet Date 12-9-89
 Signature Beth A. Lorquet Voter Reg. # 111515
 Street Address Pt. 3 - Box 109J Telephone # (409) 793-4610
 Mailing Address Richmond TX 77469
8321 Phyllis, Richmond

✓ Printed Name Barbara Lofton Date 12-9-89
 Signature Barbara Lofton Voter Reg. # 00119759
 Street Address 8714 Bo Hill Rd. Telephone # 3461169
 Mailing Address P.O. Box 172 Simonton, Tx. 77476

✓ Printed Name Cynthia L. Ploch Date 12-9-89
 Signature Cynthia L. Ploch Voter Reg. # 97758
 Street Address 4804 Dogwood Dr. Telephone # 342-3018
 Mailing Address Rosenberg, Tx 77471
1025 27th Avenue

Not in
district

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AS PER ORIGINAL

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name Susie Benes Date 12-6-89
 Signature Susie Benes Voter Reg. # 1590
 Street Address 1710 MAGNOLIA, RICHMOND Telephone # 713 342 3386
 Mailing Address 1710 MAGNOLIA, RICHMOND TX 7469
Curby

✓ Printed Name C. Wayne Morris Date 12-7-89
 Signature C. Wayne Morris Voter Reg. # 17488
 Street Address 2609 Truman Cir Telephone # 232-9532
 Mailing Address Rosenberg, Tx. 77471

✓ Printed Name William J. Newcomb Date 12-7-89
 Signature William J. Newcomb Voter Reg. # 154739
 Street Address 2535 Cedar Lane Telephone # 342-6244
 Mailing Address Rosenberg, Texas 77471

X Printed Name Oleta Newcomb Date 12-7-89
 Signature Oleta Newcomb Voter Reg. # 154739
 Street Address 2535 Cedar Lane Telephone # 342-6244
 Mailing Address Rosenberg TX 77471

✓ Printed Name Gordon Neville Date 12/7/89
 Signature Gordon Neville Voter Reg. # 58750
 Street Address 2422 Chestnut Telephone # 342-6386
 Mailing Address Rosenberg, TX 77471

✓ Printed Name Sue Kink Date 12-7-89
 Signature Sue Kink Voter Reg. # 153687
 Street Address 1903 Mipple Creek Telephone # _____
 Mailing Address Rosenberg, Tex

✓ Printed Name Jesse Kink Date 12-7-89
 Signature Jesse E. Kink Voter Reg. # 153615
 Street Address 1903 Mipple Creek Telephone # _____
 Mailing Address Rosenberg, Tex

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name SHIRIN W GARDNER Date 12-7-89
 Signature Shirin W Gardner Voter Reg. # 60926
 Street Address 1613 CEDAR RICHMOND Telephone # 342-2799
 Mailing Address 1613 CEDAR RICHMOND

✓ Printed Name KENDALL B. GARDNER Date 12-7-89
 Signature Kendall B Gardner Voter Reg. # 60927
 Street Address 1613 CEDAR RICHMOND Telephone # 342-2799
 Mailing Address 1613 CEDAR RICHMOND

✓ Printed Name ALBERT L. DAVIS, III Date 12-8-89
 Signature Albert L Davis, III Voter Reg. # 81876
 Street Address RT 1 Box 137 CH Telephone # 342-8299
 Mailing Address 506 RUINS LN

✓ Printed Name Lucilla Santos Date 12-8-89
 Signature Lucilla Santos Voter Reg. # 00128575
 Street Address 1116 Bayas St. Rosenberg Telephone # 342-4530
 Mailing Address Same

X Printed Name MARIA VAN-BUSSEHEM Date 12-8-89
 Signature Maria Van-Bussehem Voter Reg. # 62093
 Street Address 4813 Sandalwood Pine County Telephone # 342-9436
 Mailing Address Same

✓ Printed Name JULIE A. Zamora Date 12-08-89
 Signature Julie A. Zamora Voter Reg. # 49607
 Street Address 3409 AVE. P; Rosenberg Telephone # 341-7678
 Mailing Address Same

✓ Printed Name Beatrice A. Treviño Date 12-08-89
 Signature Beatrice A. Treviño Voter Reg. # 62093
 Street Address 1058 Sally Anne Dr. Telephone # 232-5234
 Mailing Address Same as above

✓ Printed Name Rose MARIE Segura Date 12-08-89
 Signature Rose Marie Segura Voter Reg. # 30845
 Street Address 219 Matamoros Telephone # 232-9751
 Mailing Address Same as above

AS PER ORIGINAL

Not in district

Printed Name Gloria Moore Date 12-8-89
 Signature Gloria Moore Voter Reg. # 51492
 Street Address 326 Crawford-Kendleton Telephone # 282-2465
 Mailing Address Box 109 East Bernard, Tex 77435

Printed Name Betty Benes Hill Date 12-8-89
 Signature Betty Benes Hill Voter Reg. # 00141317
 Street Address 2221 Par Lane, Richmond Telephone # 7133420651
 Mailing Address 2221 Par Lane Richmond 77469

Printed Name Irma Garcia Date 12-8-89
 Signature Irma Garcia Voter Reg. # 45119
 Street Address 6807 Runaway Scrape Telephone # 713342-6645
 Mailing Address Richmond, TX same

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name Cheri N. Parker Date 12-8-89
 Signature Cheri N. Parker Voter Reg. # 142858
 Street Address 7106 Highview Drive Richmond Telephone # 545 9115
 Mailing Address 7106 Highview Drive Richmond
was 4912 Woodway

Printed Name Raquel L. Treviño Date 12-8-89
 Signature Raquel L. Treviño Voter Reg. # 29842
 Street Address 915 Sidney - Rosenberg Telephone # 342-8358
 Mailing Address Same

Printed Name Jupe A. Meza Date 12-8-89
 Signature Jupe A. Meza Voter Reg. # 16763
 Street Address 512 So 4th Telephone # 232-4924
 Mailing Address P.O. Box 625 - Richmond TX

Printed Name OLGA LUNA Date 12-8-89
 Signature Olga Luna Voter Reg. # 75981
 Street Address 721 WALNUT - Rosenberg, TX Telephone # 342-4987
 Mailing Address - SAME -

AS PER ORIGINAL

✓ Printed Name Rosa Guzman Date 12-8-89
 Signature Rosa Guzman Voter Reg. # 158816
 Street Address 1512 6th St. Rosenberg Telephone # 342-7905
 Mailing Address 1512 6th St Rosenberg TX.

✓ Printed Name Mary Helen Cruz Date 12-8-89
 Signature Mary Helen Cruz Voter Reg. # 151837
 Street Address 1317 Mahlman #504 Rosenberg, TX Telephone # 232-9923
 Mailing Address Same

X Printed Name Bertha Mendez Date 12-8-89
 Signature Bertha Mendez Voter Reg. # 16551
 Street Address 1106 16th Rosenberg, TX Telephone # 232-5042
 Mailing Address Same was 1012 Sally Ann
Estela

~~Return - Cancel~~

✓ Printed Name Estella Garcia Date 12-8-89
 Signature Estella Garcia Voter Reg. # 36508
 Street Address Rt 1 Box SPAC, Ros Telephone # 232-4802
 Mailing Address 5811 Cotton Circle, Ros

✓ Printed Name Johnnie M Jackson Date 12-8-89
 Signature Johnnie M Jackson Voter Reg. # 73167
 Street Address 1509 Thompson Telephone # 232-6758
 Mailing Address Same Richmond

X Printed Name Mary Guvantes Alvarado Date 12-8-89
 Signature Mary C. Alvarado Voter Reg. # 342-4530
 Street Address 409 4th St. - Ros Telephone # 342-4530
 Mailing Address Same

✓ Printed Name Lynda Denbow Bible Date 12-8-89
 Signature Lynda D. Bible Voter Reg. # 48212
 Street Address 1617 Chestnut Richmond Telephone # 342-1856
 Mailing Address SAME

✓ Printed Name CAROL A VERHEYDEN Date 12-8-89
 Signature Carol A Verheyden Voter Reg. # 105624
 Street Address 3714 Avenue Rd Telephone # 232-2104
 Mailing Address Rosenberg

AS PER ORIGINAL

✓ Printed Name Colleen F Anders Date Dec 8, 1989
 Signature Colleen F Anders Voter Reg. # 159744
 Street Address 2901 Airport #601 Telephone # 232-6580
 Mailing Address Same as above

✓ Printed Name Cheryl Ann Davis Date 12-8-89
 Signature Cheryl Ann Davis Voter Reg. # 81879
 Street Address 506 Twins Ln. Ros. Telephone # 342-8299
 Mailing Address Rt 1 Box 137 CH Rosenberg TX 77471

✓ Printed Name Jan Leaman Date Dec 9, 1989
 Signature Jan Leaman Voter Reg. # 64690
 Street Address 702 Jester Dr Telephone # 342-3519
 Mailing Address 1631 Ave H.

✓ Printed Name Jeanette Baker Shirk Date 12/9/89
 Signature JEANNETTE PATRICIA SHIRK Voter Reg. # 61221
 Street Address 1315 ELM St. - RICHMOND Telephone # 342-8248
 Mailing Address RIC SAME

✓ Printed Name Billy M. SHIRK Date 12/9/89
 Signature Billy M. Shirk Voter Reg. # 61222
 Street Address 1315 ELM - RICHMOND Telephone # 342-8248
 Mailing Address SAME

✓ Printed Name JEFF KIRKHAM Date 12/9/89
 Signature Jeff Kirkham Voter Reg. # 75074
 Street Address 3609 Glenmeadow, Ros Telephone # 232-9138
 Mailing Address 1211 Alamo, Ros

✓ Printed Name NANCY L. KIRKHAM Date 12-9-89
 Signature Nancy L Kirkham Voter Reg. # 75075
 Street Address 3609 Glenmeadow, Ros Telephone # 232-9138
 Mailing Address 1211 Alamo, Ros.

✓ Printed Name Judy (Judith) Talasek Date 12/9/89
 Signature Judith Talasek Voter Reg. # 39973
 Street Address 2902 Talasek, Ros. Telephone # 232-9318
 Mailing Address Same

AS PER ORIGINAL

✓ Printed Name Carolyn A. Bergen Date 12-9-89
 Signature Carolyn A. Bergen Voter Reg. # 110626
 Street Address 1026 Klare Telephone # 232-2684
 Mailing Address same Rosenberg, TX 77471

✓ Printed Name James E Berger Date 12-9-89
 Signature Jim E Berger Voter Reg. # 1703
 Street Address 1026 Klare Telephone # 232-2636
 Mailing Address SAME Rosenberg TX 77471

✓ Printed Name Larry A. Band Date 12-9-89
 Signature Larry A. Band Voter Reg. # 1006
 Street Address Rt. 1, Box 53-K 4125 Gubner Telephone # 232-6662
 Mailing Address Rosenberg, TX 77471

X Printed Name DANNA PSENCIK Date 12-9-89
 Signature Danna Pencil Voter Reg. #
 Street Address 1412 GEORGINA Telephone # 342-1959
 Mailing Address Rosenberg, TX 77471

X Printed Name Stephen Pencil Date 12-9-89
 Signature Stephen Pencil Voter Reg. # 99898
 Street Address 1412 Georgina Telephone # 342-1959
 Mailing Address Rosenberg, TX 77471

✓ Printed Name William Bill Takasek Date 12/9/89
 Signature Bill Takasek Voter Reg. # 54054
 Street Address 2902 Takasek St Telephone # 232-9318
 Mailing Address " " Rosenberg TX 77471

✓ Printed Name JANICE DUNSIEN Date 12/9/89
 Signature Janice Dunsien Voter Reg. # 70562
 Street Address 7219 FOSTER ISLAND DRIVE Telephone # 341-0191
 Mailing Address Rt. 4, Box 88RN, RICHMOND, TX 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

see
last page

AS PER ORIGINAL

✓ Printed Name Keith Beck Date 12-7-84
Signature Keith Beck Voter Reg. # 1458
Street Address 3505 AVE. R. Telephone # 282-4620
Mailing Address Rosenberg, Tx 77471

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

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Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 96;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

PAGE 2

THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 16, Abstract 377;

THENCE West, along the North line of Section 16, to its Northwest corner;

THENCE South, along the West line of Section 16 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 146;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Balle Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. N. Cross, Section 12, Abstract 339;

PAGE 3

THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said lines;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Leveridge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Leveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. B. & C. R. R. Survey, Abstract 126, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reeh, and in the Southwest line of the Wm. Leech Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leech Survey, 94.34 varas to the West corner of the most Northerly Reeh tract of two (2) tracts of land owned by Chas. R. Reeh in 1917, in the Wm. Leech Survey;

PAGE 4

THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leech Survey, owned by Vinc Novak in 1917, to its East corner in the Southeast line of the Wm. Leech Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leech Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Asa Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Asa Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Asa Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Asa Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1968, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettua League, Abstract 68, the POINT AND PLACE OF BEGINNING.

Total names - 6
 accepted - 5
 rejected - 1

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.055 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

X Printed Name Martina Johnson Date 12-12-89
 Signature Martina Johnson Voter Reg. # (circled)
 Street Address 1102 Timberlane Telephone # 342-6757
 Mailing Address 1102 Timberlane Rosenberg, TX 77471

✓ Printed Name JOAN ASHLEY Date 12-12-89
 Signature Joan Ashley Voter Reg. # 711
 Street Address 2607-7th St. Telephone # 232-3173
 Mailing Address P.O. Box 8 - Rose

✓ Printed Name ~~M.L.~~ Ashley-M.L. Date 12-12-89
 Signature M.L. Ashley Voter Reg. # 712
 Street Address Box 8 Telephone # 232-3173
 Mailing Address Rosenberg, Tex 77471

✓ Printed Name Bernice Ashley Date 12-12-89
 Signature Bernice Ashley Voter Reg. # 707
 Street Address 1808 West 14. Telephone # 232-4286
 Mailing Address Rosenberg Texas 77471

✓ Printed Name Sidney W. Ashley Date 12-12-89
 Signature Sidney W. Ashley Voter Reg. # 714
 Street Address 1808 West 14th Telephone # 232-4286
 Mailing Address Rosenberg Texas 77471

✓ Printed Name S. Miller Date 12-12-89
 Signature Swanne Miller Voter Reg. # 57905
 Street Address P.O. Box 510 Telephone #
 Mailing Address Rosenberg Texas
8717 Cobb Creek Ct.

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 98;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and the South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line; in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Leagues, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Leagues and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 148;

THENCE South 88 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 418;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R. Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R. Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R. Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R. Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 418;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 17, Abstract 337, and the S. N. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said line;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Laveridge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Laveridge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendallton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendallton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the D. B. S. & C. R. R. Survey, Abstract 128, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 89, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,300 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 960 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reen, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.24 varas to the West corner of the most Northerly Reen tract of two (2) tracts of land owned by Chas. R. Reen in 1917, in the Wm. Leach Survey;

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THENCE North 45 degrees East, along the Northwest line of the said most Northern Reen tract, 1048.12 vars to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reen tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leach Survey, owned by Vine Novak in 1917, to its East corner in the Southeast line of the Wm. Leach Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leach Survey, to the West corner of H. & T. C. R. R. Co., Section 34 1/2, same being the North corner of the R. S. Dawson Survey No. 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 34 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 268;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R. Survey "A" to its North corner, same being an interior corner of Section 34 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R. Survey "A", same being a Southwest line of Section 34 1/2 and the Southwest line of Section 33 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R. Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass. Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass. Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass. Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 98;

THENCE North 45 degrees East, along the Southeast line of the Ass. Wickson Survey and the Northwest line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1952, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northernly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name OSCAR S. ROBINSON Date 12-5-89
 Signature Oscar S. Robinson Voter Reg. # 00025688
 Street Address 2803 HARTLEDGE RD Telephone # 232-4696
 Mailing Address RT 1 Box 127-L, Rosenberg, TX 77471

✓ Printed Name ED. Eversole, JR Date 12-5-89
 Signature Ed. Eversole, Jr. Voter Reg. # 6819
 Street Address 1803 Willow Dr. Telephone # 232-9432
 Mailing Address 1803 Willow Dr.

✓ Printed Name Ferry L. Atkinson Date 12-5-89
 Signature Ferry L. Atkinson Voter Reg. # 747
 Street Address 1014 Timberlane Telephone # 342-8006
 Mailing Address Rosenberg, TX 77471

✓ Printed Name BILL SHULER Date 12-5-89
 Signature B. Shuler Voter Reg. # 33274
 Street Address 435 LAND GRANT Telephone # 342-0777
 Mailing Address Richmond, TX 77469

✓ Printed Name Henry Kocher, JR. Date 12/5/89
 Signature Henry Kocher Voter Reg. # 157524
 Street Address 508 N 11th St Telephone # 410 Phone
 Mailing Address Po Box 891 Richmond TX 77469

✓ Printed Name Kay Eversole Date 12-5-89
 Signature Kay Eversole Voter Reg. # 6820
 Street Address 1803 Willow Dr Telephone # 232 9932
 Mailing Address Richmond, TX, 77469

✓ Printed Name Sam D. Thompson Date 12-7-89
 Signature SAM D. THOMPSON Voter Reg. # 25160
 Street Address 816 Russell Dr Telephone # 342 7307
 Mailing Address Richmond, TX 77469

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

X Printed Name Jimmy G. Miska Date 12-8-89 NOT in district
Signature [Signature] Voter Reg. # 96274
Street Address 1367 Richmond Ct Telephone # 771 9494 (work)
Mailing Address Richmond 44 - 77469

✓ Printed Name A M Kolchikov Date 12/8/89
Signature [Signature] Voter Reg. # 13253
Street Address 19090 Forest Lakes Telephone # 342-4763
Mailing Address Richmond 44 77469

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
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Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 96;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 Leagues and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 406;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the M. Autrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE Northly, along said Southerly projection of the East line of the said M. Autrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the M. Autrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 339;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Easterly line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 3, Abstract 146;

THENCE South 86 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 481, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R., Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R., Section 19, Abstract 330, same being Northeast line of the S. A. & M. G. R. R., Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R., Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 106; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 185, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 11, Abstract 327, and the S. N. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said lines;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 326;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeasterly projection of Southeast line of the J. G. Lavendge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeasterly projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Lavendge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 128, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 39, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 89 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 83, 84, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reeh, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.34 varas to the West corner of the most Northerly Reeh tract of two (2) tracts of land owned by Chas. R. Reeh in 1917, in the Wm. Leach Survey;

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PAGE 4

THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reeh tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reeh tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leach Survey, owned by Vlna Novak in 1917, to its East corner in the Southeast line of the Wm. Leach Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leach Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 268;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R., Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R., Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R., Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass Wicksen Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass Wicksen Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass Wicksen Survey, in the Northwest line of the B. Wicksen Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Ass Wicksen Survey and the Northwest line of the B. Wicksen Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1958, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pettus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

total names - 6
accepted - 6

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote:

✓ Printed Name Pat Doeffer Date 12-12-89
 Signature Patricia A. Doeffer Voter Reg. # 155190
 Street Address 502 Riveredge Telephone # 341-6363
 Mailing Address Richmond, Tx 77469

✓ Printed Name Julia GAVRANOVIC Date 12-12-89
 Signature Julia GAVRANOVIC Voter Reg. # ~~342-2533~~ 8209
 Street Address Rosenberg, Tx Telephone # A 342-2533
 Mailing Address _____

✓ Printed Name Wilda Terres Date 12-12-89
 Signature Wilda Terres Voter Reg. # 25406
 Street Address 110 Grayless Telephone # _____
 Mailing Address P.O. Box 451 - Richmond, Tx

✓ Printed Name Charles F. Surouik, Jr. Date 12/12/89
 Signature Charles F. Surouik, Jr. Voter Reg. # 24583
 Street Address 1408 West Telephone # 342-2325
 Mailing Address Rosenberg, Tx 77471

✓ Printed Name Carol Surouik Date 12/12/89
 Signature Carol Surouik Voter Reg. # 24582
 Street Address 1408 West Telephone # 342-2325
 Mailing Address Rosenberg Tx 77471

✓ Printed Name J.R. Hardin ^{JAMES ROY} Date 12-12-89
 Signature J.R. HARDIN Voter Reg. # 9713
 Street Address 1017 Wilson Telephone # 2133410507
 Mailing Address Rosenberg TX 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BEGINNING at a common corner of Fort Bend and Brazoria Counties, same being in the center line of the Brazos River, in the Westerly extension of the South line of the William Pettus League, Abstract 68, also being a corner of the Fort Bend Independent School District;

THENCE, following the common line of the Lamar Consolidated Independent School District and the Fort Bend Independent School District, up the center line of the Brazos River, with its meanders, to a point in the Southerly extension of the common line between the Jane H. Long League, Abstract No. 55 and the Jane Wilkins League, Abstract No. 98;

THENCE, in a generally Northerly direction, along the Southerly extension and the common line between the Jane H. Long League and the Jane Wilkins League, to a point common to the Jane H. Long League and the William Morton 1-1/2 Leagues, Abstract No. 62, and in the West line of the Jane Wilkins League;

THENCE North, along the common line between the William Morton 1-1/2 League and the Jane Wilkins League, to the Northeast corner of the former H. H. Frost Estate (now R. E. Smith) in the William Morton 1-1/2 Leagues, same being a reentrant corner of the State of Texas Lands (Harlem State Farm);

THENCE, diagonally, in a Southwesterly direction across the former H. H. Frost Estate (now R. E. Smith) and the former Ferris Estate (now J. R. Farmer) lands to the Southeast corner of the former Freeman Estate lands (now J. R. Farmer);

THENCE West, along the South line of the said former Freeman Estate lands to the Southwest corner thereof in the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, Abstract No. 42;

THENCE, North along the common line between the William Morton 1-1/2 Leagues and the Randall Jones 1/2 League, to the Northwest corner of the said William Morton 1-1/2 Leagues, same being the Northeast corner of the Randall Jones 1/2 League and in the South line of the R. H. Hunter Survey, Abstract 206;

THENCE East, along the North line of the William Morton 1-1/2 Leagues and the South line of the R. H. Hunter Survey to the Southeast corner of the said R. H. Hunter Survey, same also being the Southwest corner of the John Frederick Survey, Abstract 172;

THENCE North, along the West line of the John Frederick Survey, Abstract 172 and the West line of the John Frederick Survey, Abstract 171, to the Northwest corner of the John Frederick Survey, Abstract 171, in the South line of the H. D. Brown Survey, Abstract 408;

THENCE East, along the North line of the John Frederick Survey, Abstract 171 and a South line of the H. D. Brown Survey, to the Northeast corner of the John Frederick Survey, same being an interior corner of the H. D. Brown Survey;

THENCE South, along the East line of the John Frederick Survey, Abstract 171, to a Southwest corner of the H. D. Brown Survey, same being a Northwest corner of the Benjamin Osburne Survey, Abstract 390;

THENCE East, along the common line of the H. D. Brown and the Benjamin Osburne Surveys to the most Southerly Southeast corner of the H. D. Brown Survey and an interior corner of the Benjamin Osburne Survey;

THENCE North, along the East line of the H. D. Brown Survey, same being a West line of the Benjamin Osburne Survey and the Day Land and Cattle Company Survey, Abstract 451 to their intersection with the center line of the San Antonio and Aransas Pass Railway, same being in a South line of the Katy Independent School District;

THENCE Westerly, along the center line of the San Antonio and Aransas Pass Railway, same being a South line of the Katy Independent School District, to a point in said Railway center line where the Southerly projection of the East line of the Mt. Austrey Survey, Abstract 100, intersects said Railway center line, same being the Westerly line of the Katy Independent School District;

THENCE North, along said Southerly projection of the East line of the said Mt. Austrey Survey Abstract 100, crossing the North line of the Morris and Cummings Survey, Abstract 294, and continuing North along the East line of the Mt. Austrey Survey, Abstract 100, to its Northeast corner, same being in the South line of the J. D. Vermillion Survey, Abstract 338;

THENCE East, along the South line of the J. D. Vermillion Survey, to its Southeast corner;

THENCE North, along the East line of the J. D. Vermillion Survey, to its Northeast corner;

THENCE West, along the North line of the J. D. Vermillion Survey to a point in the Southerly projection of the most Westerly line of the R. T. Van Slyke Survey, Abstract 395;

THENCE North, across the Jesse Thompson Survey, Abstract 394, along the Southerly projection and the most Westerly line of the R. T. Van Slyke Survey, to its intersection with the Fort Bend-Waller County line;

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THENCE Southwesterly, along the Fort Bend-Waller County line to its common angle point at the Southeast corner of the William Cooper 1-1/2 Leagues, Abstract 20, Waller County, Texas;

THENCE West, along South line of the William Cooper 1-1/2 Leagues, same being the Fort Bend-Waller County line, to the Northeast corner of the Randolph Foster League, Abstract 28;

THENCE South, along the East line of the Randolph Foster League, same being the Fort Bend-Waller County line, to a common corner in said Fort Bend-Waller County line, in the West line of the I. N. Charles League, Abstract 17;

THENCE West, through the Randolph Foster League, along the Fort Bend-Waller County line to a common corner of Fort Bend and Waller Counties, in an Eastern line of Austin County, same being in the center line of the Brazos River;

THENCE down stream, following the meanders of the center line of the Brazos River, along the Fort Bend-Austin County line to a point in the center line where the Fort Bend-Austin County line departs the Brazos River;

THENCE continuing downstream, following the meanders of the center line of the Brazos River, passing a corner of the Orchard Independent School District in the Northerly projection of the West line of the Gail Borden, Jr. Survey, Abstract 12, and continuing along the center line of the Brazos River and the common line of the Lamar Consolidated Independent School District and the Orchard Independent School District, to a point in the Northerly projection of the West line of the John Foster 3 Labors, Abstract 27;

THENCE South, departing the Brazos River, along the Northerly projection and the West line of the John Foster 3 Labors and the Y. Ferris Survey, Section 28, Abstract 375, to a point in the West line of said Section 28, same being the most Northerly Northeast corner of the Y. Ferris, Section 18, Abstract 377;

THENCE West, along the North line of Section 18, to its Northwest corner;

THENCE South, along the West line of Section 18 to its most Northerly Southwest corner in the North line of the Brooks and Burleson Survey, Section 1, Abstract 148;

THENCE South 88 degrees 30 minutes West, along the North line of Section 3, to its Northwest corner;

THENCE South 6 degrees 30 minutes East, along the west line of Section 3 and the West line of F. G. Schmidt Survey, Section 4, Abstract 461, to its Southwest corner, in the Northerly line of the L. E. Cross Survey, Section 18, Abstract 419;

THENCE North 86 degrees 30 minutes East, along the North line of the L. E. Cross Section 18, to its Northeast corner;

THENCE South 6 degrees 30 minutes East, along the East line of the L. E. Cross Section 18, to its most Southerly corner in the Northeast line of the S. A. & M. G. R. R. Section 19, Abstract 330;

THENCE South 45 degrees East, along the Northeast line of the S. A. & M. G. R. R. Section 19, and continuing South 45 degrees East along the Northeast line of the H. & T. C. R. R. Survey, Section 7, Abstract 210, to its intersection with the North line of the N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way;

THENCE Southwesterly, along the North line of the said N. Y. T. & M. Railway Company (now G. H. & S. A. Railway Company) right-of-way to its intersection with the Southwest line of the S. A. & M. G. R. R. Section 18, Abstract 330, same being Northeast line of the S. A. & M. G. R. R. Section 17, Abstract 331;

THENCE North 45 degrees West, along a Northeast line of S. A. & M. G. R. R. Section 17, to an interior corner of the said Section 17, same being a Southwest corner of the L. E. Cross, Section 18, Abstract 419;

THENCE North 45 degrees East to an interior corner of the L. E. Cross Section 18 and a Northeast corner of said S. A. & M. G. R. R. Section 17;

THENCE North 45 degrees West, along a Southwest line of the L. E. Cross Section 18, same being a Northeast line of the S. A. & M. G. R. R. Section 17 and the Antonio Baile Survey, Abstract 108; to the West corner of Section 18, in the Southerly line of the L. E. Cross, Section 24, Abstract 407;

THENCE Northeasterly, along the Southerly line of Section 24 to its Southeast corner;

THENCE Northwesterly, along the Easterly line of Section 24, and its Northerly extension to its intersection with the North right-of-way of the G. H. & S. A. Railway;

THENCE Westerly, along the North right-of-way line of the G. H. & S. A. Railway, to a point in the Wm. Goodman Survey, Abstract 188, which is in the Northerly extension of the common line between the S. A. & M. G. R. R. Section 17, Abstract 331, and the G. H. Cross, Section 12, Abstract 339;

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THENCE Southerly, along the Northerly projection and the common line between said Sections 11 and 12, to an angle point in said line;

THENCE Southwesterly, along the common line between said Sections 11 and 12, to the West corner of said Section 12, same being the North corner of the S. A. & M. G. R. R., Section 7, Abstract 325;

THENCE Southwesterly, along the Northwest line of said Section 7, to its West corner, in the Northeast line of the S. A. & M. G. R. R., Section 9, Abstract 328;

THENCE Northwesterly, along the Northeast line of said Section 9 to its North corner;

THENCE Southwesterly, along the Northwest line of said Section 9 to its West corner, in the Northeast line of the P. H. Stein Survey, Abstract 708;

THENCE Southeasterly, along the common line of the said Section 9 and the P. H. Stein Survey to a point in the Northeastern projection of Southeast line of the J. G. Lavendge Estate 699 Acre Tract, in the Gabriel Cole 3/4 League, Abstract 19;

THENCE Southwesterly, along the Northeastern projection, across the P. H. Stein Survey, Abstract 708, to the East corner of the J. G. Lavendge Estate 699 Acre Tract, same being in the Southwest line of the P. H. Stein Survey, a Northeast line of the Gabriel Cole 3/4 League, and a corner of the Kendleton Independent School District;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League and the Southwest line of the P. H. Stein Survey, same being a Northeast line of the Kendleton Independent School District, to the Southwest corner of the P. H. Stein Survey;

THENCE Northeasterly, along the Southeast line of the P. H. Stein Survey, same being a Northwesterly line of the Gabriel Cole 3/4 League, to the Southeast corner of the P. H. Stein Survey, which is also a Northeast corner of the Gabriel Cole 3/4 League and the West corner of the Gabriel Cole Survey, Abstract 153;

THENCE Southeasterly, along a Northeast line of the Gabriel Cole 3/4 League, same being the Southwest line of the Gabriel Cole Survey, Abstract 153, and the Southwest line of the B. B. & C. R. R. Survey, Abstract 128, to the East corner of the Gabriel Cole 3/4 League;

THENCE Southwesterly, along the Southeast line of the Gabriel Cole 3/4 League to the North corner of the Elizabeth Powell League, Abstract 71;

THENCE Southeasterly, along the Northeast line of the Elizabeth Powell League to the Northwest line of the H. & T. C. R. R., Section 39, Abstract 248, same being a corner of the Needville Independent School District;

THENCE North 45 degrees East, following the common line of the Lamar and Needville School Districts, along the Northwest line of H. & T. C. R. R. Sections 39 and 90 to the North corner of Section 90, same being the West corner of Section 91;

THENCE South 45 degrees East, along the Southwest line of Section 91, a distance of 950 varas;

THENCE North 45 degrees East, 1,900 varas across Section 91 to a point in its Northeast line, same being the Southwest line of Section 92;

THENCE South 45 degrees East, along the Northeast line of Section 91, a distance of 950 varas to the common corner of Sections 33, 34, 91 and 92;

THENCE North 45 degrees East, along the Northwest line of Section 83 and 82 to the North corner of Section 82;

THENCE South 45 degrees East, along the Northeast line of Section 82 to its East corner, same being the North corner of Section 81;

THENCE South 45 degrees West, along the Northwest line of Section 81 to its West corner;

THENCE South 45 degrees East, along the Southwest line of Section 81 to its South corner;

THENCE North 45 degrees East, along the Southeast line of Section 81 to its East corner;

THENCE Northeasterly 1,550 varas across H. & T. C. R. R., Section 15, Abstract 213, to the North corner of a 160 Acre Tract in Section 15, owned in 1917 by Chas. R. Reen, and in the Southwest line of the Wm. Leach Survey, Abstract 281;

THENCE South 45 degrees East, along the Southwest line of the Wm. Leach Survey, 94.24 varas to the West corner of the most Northerly Reen tract of two (2) tracts of land owned by Chas. R. Reen in 1917, in the Wm. Leach Survey;

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THENCE North 45 degrees East, along the Northwest line of the said most Northerly Reen tract, 1048.12 varas to the North corner of said tract;

THENCE South 45 degrees East, along the Northeast line of the said Reen tracts and the Northeast line of a 160 Acre Tract of land in the Wm. Leach Survey, owned by Vinc Novak in 1917, to its East corner in the Southeast line of the Wm. Leach Survey;

THENCE North 45 degrees East, along the Southeast line of the Wm. Leach Survey, to the West corner of H. & T. C. R. R. Co., Section 94 1/2, same being the North corner of the R. S. Dawson Survey No. 16, Abstract 675;

THENCE South 45 degrees East, along the common line of the R. S. Dawson Survey No. 16 and Section 94 1/2 to the East corner of the R. S. Dawson Survey No. 16 in the Northwest line of the I. & G. N. R. R. Survey "A", Abstract 269;

THENCE North 45 degrees East, along the Northwest line of the I. & G. N. R. R. Survey "A" to its North corner, same being an interior corner of Section 94 1/2;

THENCE South 45 degrees East, along the Northeast line of I. & G. N. R. R. Survey "A", same being a Southwest line of Section 94 1/2 and the Southwest line of Section 93 1/2, to the East corner of I. & G. N. R. R. Survey "A" in the Northwest line of Section 68 1/2;

THENCE South 45 degrees West, along the Southeast line of I. & G. N. R. R. Survey "A" to the West corner of Section 68 1/2, same being the North corner of Section 69;

THENCE South 45 degrees East, along the Southwest line of Section 68 1/2 and the Northeast line of Section 69 to the East corner of Section 69, same being the South corner of Section 68 1/2, the North corner of Section 30 and the West corner of Section 31;

THENCE North 45 degrees East, along the Northwest line of Section 31, the Southeast line of Sections 68 1/2 and 67 1/2 to the North corner of Section 31 in the Southwest line of the Ass. Wickson Survey, Abstract 94;

THENCE South 45 degrees East, along the Southwest line of the Ass. Wickson Survey and the Northeast line of H. & T. C. R. R. Section 31, to the South corner of the Ass. Wickson Survey, in the Northwest line of the B. Wickson Survey, Abstract 95;

THENCE North 45 degrees East, along the Southeast line of the Ass. Wickson Survey and the Northeast line of the B. Wickson Survey, to their intersection with the center line of Big Creek;

THENCE downstream with the meanders of the center line of Big Creek as it exists in 1962, and the Easterly extension of the said center line of Big Creek to a point in the Fort Bend-Brazoria County line, in the center line of the Brazos River;

THENCE in a generally Northerly direction, upstream with the meanders of the center line of the Brazos River, same being the Fort Bend-Brazoria County line, to a common corner of the said Fort Bend-Brazoria County line, in the Westerly extension of the South line of the William Pattus League, Abstract 68, the POINT AND PLACE OF BEGINNING.

AS PER ORIGINAL

Total Names
accepted - 3

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.068 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name Pat Alston Date 12-12-89
Signature Pat Alston Voter Reg. # 58024
Street Address 2620 Monroe Telephone # 342-3590
Mailing Address Ros. TX 77471

✓ Printed Name HAROLD PARKER Date 12-12-89
Signature Harold Parker Voter Reg. # 134579
Street Address 725 Blume Rd #77 Telephone # 341-5339
Mailing Address Rosenberg, TX 77471

✓ Printed Name Jonita Ramirez Date 12-12-89
Signature Jonita Ramirez Voter Reg. # 115328
Street Address 4511 Brandt Ln. Telephone # 3-12 5789
Mailing Address Richmond TX

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name Lori Alene Coonradt Date 12-4-89
 Signature Lori Coonradt Voter Reg. # 00129200
 Street Address 4924 Redbud, Rosenberg Telephone # 232-9771
 Mailing Address _____

40 1185

✓ Printed Name Estella Anna Becker Date 12-6-89
 Signature Estella Becker Voter Reg. # 00047166
 Street Address 3304 Lottic, Rosenberg Telephone # 342-1551
 Mailing Address Rt 1 Box 51A3 Rosenberg Tx 77471

✓ Printed Name Anne T. Bennett Date 12-6-89
 Signature Anne T. Bennett Voter Reg. # 00063943
 Street Address 1619 West St. Telephone # 232-4359
 Mailing Address Rosenberg, Tx. 77471

✓ Printed Name LORI L. REED Date 12-6-89
 Signature Lori L. Reed Voter Reg. # 00107976
 Street Address 1126 Sally Anne Telephone # 341-9414
 Mailing Address Rosenberg TX 77471

✓ Printed Name LESTER PHIPPS, JR. Date 12-6-89
 Signature Lester Phipps Voter Reg. # 00160545
 Street Address 2309 AVE L Telephone # 232-9051
 Mailing Address ROSENBERG, TEXAS 77471

X Printed Name Michelle M. Garcia Date 12-6-89
 Signature Michelle M. Garcia Voter Reg. # _____
 Street Address 819 Lane Dr # 28 Telephone # 342-5819
 Mailing Address Rosenberg Tx 77471

✓ Printed Name Juanita M. Moody Date 12-6-89
 Signature Juanita M. Moody Voter Reg. # 111646
 Street Address 4778 Redbud Telephone # 232-0882
 Mailing Address Rosenberg Texas 77471

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

✓ Printed Name LESLIE A. Schaffer Date 12-7-89
 Signature Leslie A. Schaffer Voter Reg. # 57979
 Street Address 2314 Woodwind Dr Telephone # 342-9309
 Mailing Address Richmond TX 77469

✓ Printed Name Richard L. Schaffer Date 12/7/89
 Signature Richard L. Schaffer Voter Reg. # 57967
 Street Address 2314 WOODWIND DR. Telephone # 342-9309
 Mailing Address Richmond, Tx 77469

✓ Printed Name Louis O. Moody Date 12/7/89
 Signature Louis O. Moody Voter Reg. # 121376
 Street Address _____ Telephone # 232-0882
 Mailing Address 4728 Redbud, Rosenberg, TX 77471

✓ Printed Name Sandra J. Lindemann Date 12-7-89
 Signature Sandra J. Lindemann Voter Reg. # 14457
 Street Address 4614 S. Richwood Blvd. Telephone # 342-5191
 Mailing Address Rosenberg, Texas 77471

✓ Printed Name LARRY D. WAGENBACH Date 12-11-89
 Signature Larry D. Wagenbach Voter Reg. # 128608
 Street Address 1019 Tanglwood Telephone # 341-5427
 Mailing Address Richmond TX 77469

✓ Printed Name DANIEL E. GERKEN Date 12-11-89
 Signature Daniel E. Gerken Voter Reg. # 8265
 Street Address 3514 Glenmeadow Telephone # 232-2315
 Mailing Address Rosenberg TX 77471

✓ Printed Name RONALD DRACHENBERG Date 12-11-89
 Signature Ronald Drachenberg Voter Reg. # 56624
 Street Address 1108 EASY ST Telephone # 341-0485
 Mailing Address Reading TX 77471

X Printed Name Donlen Stegemiller Date 12-11-89
 Signature Donlen Stegemiller Voter Reg. # 1261 Austin
 Street Address 1216 MacArthur Telephone # 232-9429
 Mailing Address Rosenberg TX

✓ Printed Name Cindy M. CONRADT Date 12-11-89
Signature Cindy M. Conradt Voter Reg. # 00136126
Street Address 1022 Timber Lane Telephone # 232-2721
Mailing Address Rosenberg, TX 77471

40 1187

AS PER ORIGINAL

✓ Printed Name Patricia Kathryn King Date 12-12-89
Signature Patricia Kathryn King Voter Reg. # 00127644
Street Address 1411 Copperfield Court Telephone # 342-4201
Mailing Address Richmond, TX 77469

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

total names - 1
accepted 1

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name Pamela Frizzell Wittneben Date 12-13-84
Signature Pamela L. Wittneben Voter Reg. # 43991
Street Address 3903 Junker Rd, TX 77471 Telephone # 341-3726
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Wharton County, Texas, do hereby petition the Consolidated Court of Wharton County to issue an order for an election to annex the territory within Fort Bend County, Texas, that is encompassed by the boundaries of the Lamar Consolidated Independent School District to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

X Printed Name Brian T Butler Date 12-10-89 Not in District
 Signature Brian T Butler Voter Reg. # 134666
 Street Address 2600 Old Saint Rd Telephone # 341-9452
 Mailing Address was 131011 Woodchester, Sugar Land.

✓ Printed Name Maria Aldama Portillo Date 12-10-89
 Signature Maria A. Portillo Voter Reg. # 95023
 Street Address 1914 George Ave Telephone # 232-2160
 Mailing Address Richmond, Texas 77469

✓ Printed Name Luis Ray Coronado Date 12-10-89
 Signature Luis Ray Coronado Voter Reg. # 29541
 Street Address Rt 1 Box 32 Telephone # 232-6807
 Mailing Address Richmond, Tx 77469 was 4406 Meadowbend, Richmond

✓ Printed Name Clayton Simms Date 12-10-89
 Signature Clayton Simms Voter Reg. # 137351
 Street Address 6730 Tara Dr. Telephone # 393-0273
 Mailing Address Richmond, TX 77469

✓ Printed Name Sue Zanne Boone Date 12-10-89
 Signature SUE ZANNE BOONE Voter Reg. # 2241
 Street Address 2011 R.R. ARLANE Telephone # 312-3653
 Mailing Address Richmond Tx

✓ Printed Name Bernard P. Flowers Date 12-10-89
 Signature Bernard P. Flowers Voter Reg. # 151358
 Street Address 738 Misty Creek Telephone # 341-7931
 Mailing Address Richmond, Texas

✓ Printed Name William Boyson Date 12-10-89
 Signature William Boyson Voter Reg. # 162450
 Street Address 1806 Radio Ln Telephone # 342-2545
 Mailing Address Rosenberg TX 77471

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name Wayne Grigar Date 12/10/89
 Signature Wayne Grigar Voter Reg. # 00113432
 Street Address 1504 Frost, Rosenberg Telephone # 232-0859
 Mailing Address " " "

✓ Printed Name Esperanza Hope Lopez Date 12/10/89
 Signature Esperanza Lopez Voter Reg. # 88411
 Street Address 4814 Dogwood Telephone # 232-9787
 Mailing Address Rosenberg, TX 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name JOE B BONHAM III Date 12/5/89
 Signature Joe B Bonham III Voter Reg. # 00002197
 Street Address 506 BAYOU DR Telephone # 342-3000
 Mailing Address RICHMOND, TEX 77469

✓ Printed Name Glenda de huna Date 12-5-89
 Signature Glenda de huna Voter Reg. # 124743
 Street Address 1222 Burnet Telephone # 341-6337
 Mailing Address Richmond TX

X Printed Name DAVID DE LUNA Date 12/5/89
 Signature David De Luna Voter Reg. # 124743
 Street Address 1222 BURNET Telephone # 341-6337
 Mailing Address RICHMOND TX 77469

✓ Printed Name CAMILLE ALDRIDGE Date 12/5/89
 Signature Camille R. Aldridge Voter Reg. # 143276
 Street Address 3303 Klester Rd. Rear Telephone # 232-3281
 Mailing Address Rt. 1 Box 225-D Rosenberg, TX. 77471

X Printed Name Nancy Stasney Date 12-11-89
 Signature Nancy Stasney Voter Reg. # 61032
 Street Address 5305 Meyer Rd. Telephone # 793-4733
 Mailing Address Needville, Tx. 77461

Not in DISTRICT

✓ Printed Name Mrs. Felix (Imogene) Cupit Date 12-11-89
 Signature Mrs. Felix Imogene Cupit Voter Reg. # 00005037
 Street Address 1014 Magnolia Telephone # 232-3841
 Mailing Address Rosenberg, Tex 77471

✓ Printed Name FELIX L. Cupit, Jr Date 12-11-89
 Signature Felix L. Cupit Voter Reg. # 5036
 Street Address 1014 Magnolia Telephone # 232-3841
 Mailing Address Rosenberg, Tex 77471

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name Fannie Roberta Staley Date 12-11-89
 Signature Fannie Roberta Staley Voter Reg. # 23914
 Street Address 1013 Timber Lane Telephone # 232-4734
 Mailing Address Rosenberg, Texas 77471

✓ Printed Name Bob HAIRSTON Date 12-11-89
 Signature Bob Hairston Voter Reg. # 00129888
 Street Address 3609 AVE. A Telephone # 232-6926
 Mailing Address ROSENBERG, TEXAS 77471

✓ Printed Name Barbara HAIRSTON Date 12-11-89
 Signature Barbara Hairston Voter Reg. # 127895
 Street Address 3609 AVE. A Telephone # 332-6926
 Mailing Address ROSENBERG, TEXAS 77471

✓ Printed Name Samuel L. Thompson Date 12-11-89
 Signature Samuel L. Thompson Voter Reg. # 25161
 Street Address P.O. Box 631 4819 Guyler Telephone # 346-1557
 Mailing Address Seminole, TX. 77476

✗ Printed Name Renee Krejci Date 12-11-89
 Signature Renee Krejci Voter Reg. # 232-6614
 Street Address 1709 Lamar Richmond 77469 Telephone # 232-6614
 Mailing Address Same as above

✓ Printed Name Ray Krejci Date 12-11-89
 Signature Ray Krejci Voter Reg. # 46508
 Street Address 1709 Lamar Richmond 77469 Telephone # 232-7614
 Mailing Address Same as above

✓ Printed Name Margaret O'Pry Date 12-11-89
 Signature Margaret O'Pry Voter Reg. # 76514
 Street Address 3818 Glenwood Telephone # 342-2206
 Mailing Address Richmond, Texas

✓ Printed Name WILLIE ANN MCCABLOCH Date 12-11-89
 Signature Willie Ann McCabloch Voter Reg. # 15879
 Street Address 608 Union St. Telephone # 232-3320
 Mailing Address Richmond, TX 77469

AS PER ORIGINAL

✓ Printed Name T.R. McCulloch Date 12/11/89
 Signature Tom McCulloch Voter Reg. # 15878
 Street Address 608 Union St. Telephone # 232-5370
 Mailing Address Richmond, TX 77469

✓ Printed Name Linda Little Date 12/11/89
 Signature Linda Little Voter Reg. # 00119046
 Street Address 1603 Laurel Oaks Telephone # 342-2257
 Mailing Address Richmond, Texas 77469

✓ Printed Name WILLARD WATSON Date 12/11/89
 Signature Willard Watson Voter Reg. # 26891
 Street Address 1114 OAK CREEK Telephone # 342-4391
 Mailing Address RICHMOND TEX

✓ Printed Name DOROTHY WATSON Date 12/11/89
 Signature Dorothy Watson Voter Reg. # 26892
 Street Address 1114 OAK CREEK Telephone # 342-4391
 Mailing Address RICHMOND TEXAS

✓ Printed Name Dyer Bowen Date 12-11-89
 Signature Dyer Bowen Voter Reg. # 00062224
 Street Address 1217 Emerald Dr. Telephone # 232-9435
 Mailing Address Richmond, TX.

✓ Printed Name Doris Bowen Date 12-11-89
 Signature Doris Bowen Voter Reg. # 00062223
 Street Address 1217 Emerald Dr. Telephone # 232-9435
 Mailing Address Richmond, TX.

✓ Printed Name VIRGINIA SCARBOROUGH Date 12-11-89
 Signature Virginia Scarborough Voter Reg. # 00022224
 Street Address 111 Long Prairie Court Telephone # 342-2323
 Mailing Address Richmond, TX 77469

✓ Printed Name ALFRED V. SCARBOROUGH Date 12-11-89
 Signature Alfred V. Scarborough Voter Reg. # 00022223
 Street Address 111 Long Prairie Ct. Telephone # 342-2323
 Mailing Address Richmond, Texas 77469

AS PER ORIGINAL

✓ Printed Name EVE Kleinman Date 12/11/89
 Signature Eve K Voter Reg. # 70340
 Street Address 112 Long Drive Ct. Telephone # 342 4300
 Mailing Address Richmond TX 77469

✓ Printed Name Laverne Kovar Date 12-11-89
 Signature Laverne Kovar Voter Reg. # 13357
 Street Address 1132 Sally Anne Telephone # 342-8530
 Mailing Address Rosenberg, Tx

✓ Printed Name SILVIAN KOVAR Date 12/11/89
 Signature Silvian Kovar Voter Reg. # 13365
 Street Address 1132 Sally Anne Telephone # 342-8530
 Mailing Address Rosenberg, Tx

✓ Printed Name Carolyn Carhart Date 12/11/89
 Signature Carolyn Carhart Voter Reg. # 00125873
 Street Address 1138 Sally Anne Telephone # 341-0704
 Mailing Address Rosenberg, TX 77471

✓ Printed Name John Carhart Date 12-11-89
 Signature John Carhart Voter Reg. # 00125874
 Street Address 1138 Sally Anne Telephone # 341-0704
 Mailing Address Rosenberg, TX 77471

✓ Printed Name Royce W. Staley Date 12-12-89
 Signature Royce W. Staley Voter Reg. # 23415
 Street Address 11013 Timber Lane Telephone # 232-4734
 Mailing Address Rosenberg, Texas 77471

✓ Printed Name LARRY K. HOWIE Date 12-12-89
 Signature Larry K. Howie Voter Reg. # 94530
 Street Address 1927 West Telephone # 232-6136
 Mailing Address Rosenberg, Tx 77471

✓ Printed Name Sandra K. Howie Date 12-12-89
 Signature Sandra K. Howie Voter Reg. # 94529
 Street Address 1937 West St Telephone # 232-6136
 Mailing Address Rosenberg, Tx

AS PER ORIGINAL

✓ Printed Name EFFIE VOGLER Date 12/12/89
 Signature Effie Vogler Voter Reg. # 65532
 Street Address 1415 Cullender Telephone # 232-2481
 Mailing Address Rosenberg Super 77471

✓ Printed Name ALMA SLAWINSKI Date 12-12-89
 Signature Alma Slawinski Voter Reg. # 88369
 Street Address 1220 Sallyanne Dr. Telephone # 232-5758
 Mailing Address Rosenberg, N 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name SCOTT RIGSBY Date 12-5-89
 Signature [Signature] Voter Reg. # 1012411
 Street Address 1246 Bluestone, Mission City Telephone # 261-0044
 Mailing Address Same

Printed Name Mary Ann McDonald Date 12-5-89
 Signature [Signature] Voter Reg. # 138486
 Street Address 1208 Austin St. Telephone # 232-7273
 Mailing Address P.O. Box 698 Richmond 77616 Watersmeet, Fulshear

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

Refused 3
accepted 21

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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AS PER ORIGINAL

✓ Printed Name Charles Whited Date 11/30/89

Signature [Signature] Voter Reg. # 62381

Street Address 6919 Galtysburg Telephone # 545-8535

Mailing Address Richmond TX 77469

✓ Printed Name Jimmie P. Peña Date 11/30/89

Signature [Signature] Voter Reg. # 00050174

Street Address 522 Land Grant Telephone # 342-7665

Mailing Address Richmond TX

✓ Printed Name KENNETH D. VACEK Date 11-30-89

Signature [Signature] Voter Reg. # 00025914

Street Address 2020 BRIAR RIDGE Telephone # 232-8666

Mailing Address ROSENBERG, TX.

✓ Printed Name SHIRLEY M. WARE Date 12/1/89

Signature [Signature] Voter Reg. # 00073728

Street Address 726 Land Grant Telephone # 3427966

Mailing Address Richmond Tex 77469

✓ Printed Name GLENN A. SCHILHAB Date 12-1-89

Signature [Signature] Voter Reg. # 00040388

Street Address 1424 Louise Telephone # 232-9442

Mailing Address ROSENBERG, TEXAS 77471

✓ Printed Name Judy Eben Date 12-8-89

Signature [Signature] Voter Reg. # 00115269

Street Address 1502 Mahlgan Telephone # 332-9097

Mailing Address Rosenberg TX 77471

✓ Printed Name Dominga Zepeda Date 12-1-89

Signature [Signature] Voter Reg. # 00145739

Street Address 618 Washington Telephone # 342-4760

Mailing Address Rosenberg TX 77471

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85 PER ORIGINAL

✓ Printed Name Jeannette M Hudec Date 12-4-89
 Signature Jeannette M Hudec Voter Reg. # 00045884
 Street Address 1120 Klare Telephone # 232-7690
 Mailing Address Rosenburg Tx 77471

✓ Printed Name Susanna E. Arredondo Date 12-4-89
 Signature Susanna Arredondo Voter Reg. # 00121403
 Street Address 1200 Cottonwood Church Telephone # 232-5694
 Mailing Address Rt 1 Box 22814A Rosenberg, TX 77471

✓ Printed Name Geraldine Mencik Date 12-5-89
 Signature Geraldine Mencik Voter Reg. # 00016609
 Street Address 3608 Avelo Telephone # 232-8963
 Mailing Address Rosenburg Texas 77471

✓ Printed Name FLORENCE ORSAK Date 12-5-89
 Signature Florence Orsak Voter Reg. # 0018604
 Street Address 1201 Magnolia Telephone # 232-5748
 Mailing Address Rosenburg Tx 77471

✓ Printed Name Patricia A Napier Date 12-5-89
 Signature Pat Napier Voter Reg. # 00117089 135726
 Street Address 2403 Windward Richmond Telephone # 3416371
 Mailing Address Stapton

✓ Printed Name HARRIET SEVERIN Date 12-5-89
 Signature Harriet Severin Voter Reg. # 22858
 Street Address 112 Austin Telephone # 342-3253
 Mailing Address Richmond Tx 77469

✗ Printed Name Dale Hopkins Date 12-5-89
 Signature Dale Hopkins Voter Reg. # 232-0424
 Street Address 1715 Long Dr
 Mailing Address 715 Long Dr

✓ Printed Name BILLY DAVENPORT Date 12/5/89
 Signature Billy Davenport Voter Reg. # 47502
 Street Address 1209 Klare Telephone # 342-8973
 Mailing Address ROSENBERG, Tex 77471

AD-1 PER ORIGINAL

✓ Printed Name Larry Wittnebe Date 12-6-89
 Signature Larry Wittnebe Voter Reg. # 96973
 Street Address 3019 Hettie Telephone # 232-0510
 Mailing Address RT 1 BX 116-006

✓ Printed Name Travis M. Wilhelm Date 12-6-89
 Signature Travis M. Wilhelm Voter Reg. # 132242
 Street Address 1908 KLAUKE CT - Rosenberg Telephone # 232-6660
 Mailing Address was (2460 Old South Richmond)

X Printed Name John E. Slanina Date 12-6-89
 Signature John E. Slanina Voter Reg. # 156632
 Street Address 2400 Old South #3727, Richmond Telephone # 341-0874
 Mailing Address was (1210 Carlisle) Rosenberg

Not in District

✓ Printed Name Mark Krampitz Date 12-6-89
 Signature Mark Krampitz Voter Reg. # 108355
 Street Address 3808 AVE R Telephone # 342-7801
 Mailing Address Rosenberg

✓ Printed Name Ronnie Tiemann Date 12-6-89
 Signature Ronnie Tiemann Voter Reg. # 113496
 Street Address 1019 Brasley West End Telephone # 409-387-3507
 Mailing Address _____

✓ Printed Name Aaron Freudenprung Date 12-7-89
 Signature AARON FREUDENPRUNG Voter Reg. # 56563
 Street Address 1300 2nd Telephone # 232-5195
 Mailing Address Rosenberg Tex 77471

X Printed Name Darryl K. Humphrey Sr. Date 12-7-89
 Signature Darryl K. Humphrey Sr. Voter Reg. # _____
 Street Address 515 Am 2914 Telephone # (409) 532-1340
 Mailing Address P.O. Box 120 Kendallton Tx. 77451

✓ Printed Name James D. Sproles Date 12-7-89
 Signature James D. Sproles Voter Reg. # 00125592
 Street Address P.O. Box 645 5616 Kunz rd. Telephone # 342-9346
 Mailing Address P.O. Box 645 Rosenberg Tex 77471

AS PER ORIGINAL

✓ Printed Name Kelly R. Pipkin Date 12-6-89
Signature Kelly R. Pipkin Voter Reg. # 152054
Street Address 1103 Frances Telephone # 342-8705
Mailing Address 1103 Frances ROSENBERG TX 77471

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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- ✓ Printed Name Delores Thomas Date 12-6-89
Signature Delores Thomas Voter Reg. # 86497
Street Address 6922 Gettysburg Telephone # 342 5958
Mailing Address 1631 Austin Richmond, Tex 77469
- ✓ Printed Name Cynthia Rodriguez Macias Date 12-6-89
Signature Cynthia R. Macias Voter Reg. # 00128779
Street Address 49 Riveredge Dr Richmond Tx Telephone # None
Mailing Address 108A #49 Riveredge Dr. Richmond
- ✓ Printed Name Mary Sharon Mullins Date 12-6-89
Signature Sharon Mullins Voter Reg. # 64117
Street Address 2702 Chupik Rosenberg Tx Telephone # 713-342-1284
Mailing Address 2702 Chupik Rosenberg Tx 77471
- ✓ Printed Name Jimmy Lynn Mullins Date 12-6-89
Signature Jimmy Mullins Voter Reg. # 65450
Street Address 2702 Chupik Telephone #
Mailing Address 2702 Chupik Rosenberg Tx 77471
- ✓ Printed Name Davona A. Skaar Date 12/6/89
Signature Davona A. Skaar Voter Reg. # 142100
Street Address 6615 Kearney Dr Telephone # 713-343-0812
Mailing Address 6615 Kearney Dr, Richmond, Tx 77469
- ✓ Printed Name Roy A. SKAAR Date 12/6/89
Signature Roy A. Skaar Voter Reg. # 140753
Street Address 6615 Kearney Dr. Telephone # 713-343-0812
Mailing Address 6615 Kearney Dr, Richmond, Tx 77469
- X Printed Name Toni L. Grady Date 6 Dec. 1989
Signature Toni Grady Voter Reg. # 8797
Street Address 1100 Travis Telephone # 341-5530
Mailing Address Richmond, Tx. 77469

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name Florida Wade Date 12-6-89
 Signature Mr. Florida P. Wade Voter Reg. # 112314
 Street Address 2020 ROCKY FALLS #504 Telephone # ~~341-25~~ 341-9167
 Mailing Address 2020 Rocky Falls #504 508 Fanning

X Printed Name Valerie A. Clay Date 12-6-89
 Signature Valerie A. Clay Voter Reg. # 60746
 Street Address 6918 Blue Ridge Drive Telephone # 343-0119
 Mailing Address 6918 Blue Ridge Drive ^{was} 1513 George Dr., Richmond

Return - Cancel
8/15/88

✓ Printed Name Carol Oak Date 12-6-89
 Signature Carol Oak Voter Reg. # 71592
 Street Address 2912 Ave N Telephone # ~~247~~
 Mailing Address 2912 Ave N Ros, Tx, 77471 ^{was} 1917 Westwood Dr., Rosenberg

✓ Printed Name Laura L. Hill Date 12-6-89
 Signature Laura L. Hill Voter Reg. # 99441
 Street Address 4225 Ave H #5 Telephone # 232-9578
 Mailing Address 607 Alamo St. Rosenberg, TX 77471

✓ Printed Name Debbie S. Barquez Date 12-6-89
 Signature Debbie S. Barquez Voter Reg. # 158570
 Street Address 1208 BROOKS AVE, Lot #25 Telephone # 342-5255
 Mailing Address P.O. Box 404 Rosenberg, TX 77411

✓ Printed Name Elizabeth Olivares Date 12-6-89
 Signature Elizabeth Olivares Voter Reg. # 137344
 Street Address 1800 FM 1640 #414 Telephone # 232-2498
 Mailing Address 1800 FM 1640 #414, Richmond, Tx 77469 ^{was} 3802 Brumbellow, Rose,

X Printed Name Katherine A. Bunch Date 12-6-89
 Signature Katherine A. Bunch Voter Reg. # ~~346-2049~~
 Street Address 32526 Ft. Bend Co. Line Rd Telephone # 346-2049
 Mailing Address P.O. Box 496 Jurshear, 77441

✓ Printed Name Julie A. Cugliotta Date 12-6-89
 Signature Julie A. Cugliotta Voter Reg. # 00124248
 Street Address 10381 Lindsey Ave. Telephone # 341-6273
 Mailing Address 10381 Lindsey Ave Tx 77471

AS PER ORIGINAL

✓ Printed Name JOHN L. LIPINSKI Date 12-6-89
 Signature John L. Lipinski Voter Reg. # 14524
 Street Address 1605 CEDAR DR Telephone # 342-9744
 Mailing Address Richmond, Tx 77469

✓ Printed Name Elizabeth Prather Date 12-6-89
 Signature Elizabeth Prather Voter Reg. # 112848
 Street Address 01919 Pilgrimage Ct. Telephone # 342-4707
 Mailing Address Richmond, Tx 77469

✓ Printed Name Donna (Preuss) Taylor Date 12-7-89
 Signature Donna (Preuss) Taylor Voter Reg. # 144165
 Street Address 1517 Milie St. Telephone # 232-2666
 Mailing Address Richmond, Tx. 77471 was (903 Brooks Ave)

X Printed Name TARA Ames Date 12/7/89
 Signature Tara Ames Voter Reg. # 232-4326
 Street Address 903 Austin St Telephone # 232-4326
 Mailing Address Rosenberg, Tex 77471 X

✓ Printed Name Patsy Betancourt Date 12/7/89
 Signature Patsy Betancourt Voter Reg. # 98247
 Street Address 1800 PM 1640 Apt 1102 Richmond 77469 Telephone # 232-6559
 Mailing Address Box 21 Simonton Tx 77476

✓ Printed Name LAURA Newsome Date 12-7-89
 Signature Laura Newsome Voter Reg. # 23372
 Street Address 1801 Branch Telephone # 341-5942
 Mailing Address Richmond, Tx 77469 was 4917 Redbud, Rosenberg

X Printed Name Marilyn Brazda Date 12-7-89
 Signature Marilyn Brazda Voter Reg. # 342-3123
 Street Address 1224 Courtney Dr Telephone # 342-3123
 Mailing Address Richmond, Tx 77469 X

✓ Printed Name Julie Gerken Date 12-7-89
 Signature Julie Gerken Voter Reg. # 115165
 Street Address 1718 Magnolia Lane Telephone # 342-5768
 Mailing Address Richmond Tx 77469

AS PER ORIGINAL

X Printed Name Robie Armstrong Date 12-7-89
 Signature Robie Armstrong Voter Reg. # 1312
 Street Address 1216 West Wood Dr #306 Telephone #
 Mailing Address Rosenberg Tx 77471

✓ Printed Name Katherine L. Moers Date 12-7-89
 Signature Katherine Moers Voter Reg. # 78725
 Street Address 2422 Willowland Telephone # 341-6681
 Mailing Address Richmond Tx

✓ Printed Name Lois GUERRERO Date 12-7-89
 Signature Lois Guerrero Voter Reg. # 30909
 Street Address 918 Sidney Dr. Telephone # 342-4782
 Mailing Address Rosenberg, Texas 77471

X Printed Name Lenette Thompson Date 12/7/89
 Signature Lenette Thompson Voter Reg. #
 Street Address 1309 George St Telephone # 832-6135
 Mailing Address Rosenberg Tx 77471

✓ Printed Name Verna Foyt Date 12-7-89
 Signature Verna Foyt Voter Reg. # 111624
 Street Address Rt 2 Box 149-A (720 Hamlen Telephone # 342-2415
 Mailing Address Rosenberg Tx 77471

✓ Printed Name Charlert MARTINEZ Date 12-7-89
 Signature Charlert Martinez Voter Reg. # 158953
 Street Address 1215 7th St Telephone # 232-3082
 Mailing Address Rosenberg Texas 77471 W0027 Rockelle, Richmond

✓ Printed Name Gilbert Oberhoff Date 12/7/89
 Signature Gilbert Oberhoff Voter Reg. # 18385
 Street Address 815 Brooks Ave Telephone # 232-0337
 Mailing Address Rosenberg, Tex 77471

✓ Printed Name Effie Oberhoff Date 12/7/89
 Signature Effie Oberhoff Voter Reg. # 18384
 Street Address 815 Brooks Ave Telephone # 232-0337
 Mailing Address Rosenberg, Tex 77471

AS PER ORIGINAL

- ✓ Printed Name CARRIE LEE JOHNSON Date 12-7-89
 Signature Carrie Lee Johnson Voter Reg. # 117270
 Street Address 809 Fields St Telephone # 341-6623
 Mailing Address Richmond Texas 77469
- ✓ Printed Name Elizabeth R. Khan Date 12-7-89
 Signature Elizabeth Khan Voter Reg. # 114421
 Street Address 1515 FM 2977 Box 447 Telephone # (713) 342-5882
 Mailing Address Route 1 Box 447 Richmond, TX 77469 1511 Munonite, Richmond was
- ✓ Printed Name Elaine Laughrey Date 12-1-89
 Signature Elaine Laughrey Voter Reg. # 75477
 Street Address 2508 Parrott Rosenberg Telephone # 342-6086
 Mailing Address same
- ✓ Printed Name Bridget Domann Date 12-7-89
 Signature Bridget Domann Voter Reg. # 158737
 Street Address 670 Pickett Telephone # 343-1629
 Mailing Address Richmond, Tx 77469
- ✓ Printed Name Leon BARCAK Date 12-7-89
 Signature Leon Barcak Voter Reg. # 1071
 Street Address 406 So 7th St Telephone # 409-387-2585
 Mailing Address P.O. Box 70 Beasley Tx 77417
- ✓ Printed Name Geoffrey Mosier Date 12-7-89
 Signature Geoffrey Mosier Voter Reg. # 88667
 Street Address 1304 Tobala Telephone # 342-7218
 Mailing Address Rosenberg Tx 77471
- ✓ Printed Name Marilyn Mosier Date 12-7-89
 Signature Marilyn Mosier Voter Reg. # 00088668
 Street Address 1304 Tobala Telephone # 342-7218
 Mailing Address Rosenberg Tx
- ✓ Printed Name Sandra Conner Date 12-7-89
 Signature Sandra Conner Voter Reg. # 00045135
 Mailing Address Rt. 1 Box 402 WALLIS TX Telephone # 344-1732
 Residence 918 Wagon Rd 77485
 Mailing Address Simonton, Tx. 77476

AS PER ORIGINAL

✓ Printed Name SYRIETTA KALLA Date 12-7-89
 Signature Syrietta Kalla Voter Reg. # 135895
 Street Address 2427 Wren Meadow Telephone # 232-6675
 Mailing Address 2427 Wren Meadow

✓ Printed Name Wanda KACAL Date 12-7-89
 Signature Wanda Kacal Voter Reg. # 160156
 Street Address 1704 Kacal Rd Telephone # 387-2788
 Mailing Address Rt 1 Box 74 Beasley Tc 7747

✓ Printed Name LARRY KACAL Date 12-7-89
 Signature Larry Kacal Voter Reg. # 12451
 Street Address 1704 Kacal Rd Telephone # 387-2788
 Mailing Address Rt 1 Box 74 Beasley Tc

✓ Printed Name Stanford Kalla Date 12-7-89
 Signature Stanford Kalla Voter Reg. # 135894
 Street Address 2427 Wren Meadow Rd Telephone # 232-6675
 Mailing Address Same

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

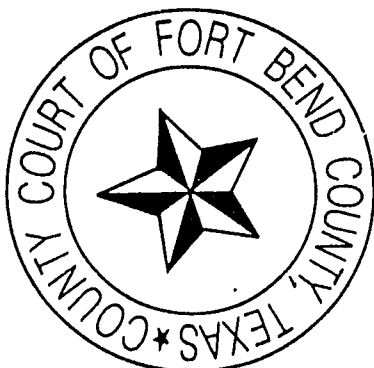
FORT BEND COUNTY, TEXAS

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 4, 19 90.STARTING WITH
FILM CODE NO. 89 vol. 40 pg. 0999ENDING WITH
FILM CODE NO. 89 vol.40 pg. 1206DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXASBY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 4
DAY OF JANUARY, 19 90.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 1209.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

AS PER ORIGINAL

✓ Printed Name David Greeson Date 12-10-89
 Signature David Greeson Voter Reg. # 000 98279
 Street Address 600 Country Club Telephone # 341-0523
 Mailing Address Richmond, Tex. 77469

✓ Printed Name GAYLA GREESON Date 12-10-89
 Signature Gayla Greeson Voter Reg. # 000 98278
 Street Address 600 Country Club Dr. Telephone # 341-0523
 Mailing Address Richmond, TX 77469

X Printed Name Alice Dawson Date 12-10-89
 Signature Alice Dawson Voter Reg. # 00109507
 Street Address 604 County Club Telephone # 341-0523
 Mailing Address Richmond

X Printed Name BR Morgan Date 12-10-89
 Signature BR Morgan Voter Reg. # 00017418
 Street Address 702 Country Club Telephone # 342-6853
 Mailing Address Richmond, TX 77469

✓ Printed Name James K Foster Date 12-10-89
 Signature James K Foster Voter Reg. # 00153403
 Street Address 706 Country Club Dr Telephone # 342-7422
 Mailing Address Richmond TEX 77469

✓ Printed Name Barbara Nan Foster Date 12-10-89
 Signature Barbara Nan Foster Voter Reg. # 00153496
 Street Address 706 Country Club Dr Telephone # 342-7422
 Mailing Address Richmond, TX 77469

✓ Printed Name Karen Carr Date 12-10-89
 Signature Karen Carr Voter Reg. # 00068513
 Street Address 802 Country Club Telephone # 341-0178
 Mailing Address Richmond TX 77469

✓ Printed Name Carl Ferguson Date 12/10/89
 Signature Carl Ferguson Voter Reg. # 00007022
 Street Address 804 COUNTRY CLUB DR Telephone # 342-3240
 Mailing Address Richmond, TX 77469

AS PER ORIGINAL

✓ Printed Name BARBARA FERGUSON Date 12/10/89
 Signature Barbara Ferguson Voter Reg. # 00007017
 Street Address 804 COUNTRY CLUB Telephone # 342-3240
 Mailing Address RICHMOND, TX 77469

X Printed Name Deanne Fagert Date 12/10/89
 Signature Alice D. Fagert Voter Reg. # 00093778
 Street Address 900 Country Club Dr. Telephone # 341-9135
 Mailing Address Richmond, Tex. 77469

✓ Printed Name Louis S. Scofel Date 12/10/89
 Signature Louis S. Scofel Voter Reg. # 00022607
 Street Address 801 Country Club Dr Telephone # 342-4988
 Mailing Address Richmond TX 77469

✓ Printed Name KATHERINE SCOPEL Date 12/10/89
 Signature Katherine Scope Voter Reg. # 00022606
 Street Address 801 Country Club Dr Telephone # 342-4988
 Mailing Address RICHMOND TX 77469

✓ Printed Name Lucille Terrel Date 12-10-89
 Signature Lucille Terrel Voter Reg. # 00024945
 Street Address 707 Country Club Dr Telephone # 232-5555
 Mailing Address Richmond TX 77469

✓ Printed Name GARLAND C. TERREL Date 12-10-89
 Signature Garland C Terrel Voter Reg. # 00024946
 Street Address 707 Country Club Dr Telephone # 232-5555
 Mailing Address Richmond TX 77469

✓ Printed Name Beverly S. Sugg Date 12/10/89
 Signature Beverly S. Sugg Voter Reg. # 00049731
 Street Address 602 Country Club Dr. Telephone # 342-4770
 Mailing Address Richmond, TX 77469

✓ Printed Name Lucius D. Sugg, Jr. Date 12-10-89
 Signature L.D. Sugg Jr Voter Reg. # 00049730
 Street Address 607 Country Club Dr Telephone # 342-4770
 Mailing Address Richmond TX 77469

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AS PER ORIGINAL

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Name CLIFF TERRELL Date 11-21-89
 Signature Cliff Terrell Voter Reg. # 153439
 Street Address 1111 GOLFVIEW Telephone # 342-5464
 Mailing Address P.O. Box 1253 Richmond
 Billie L. Greer
 Printed Name Billie L. Greer Date 11-21-89
 Signature Billie L. Greer Voter Reg. # 8995
 Street Address 2403 Chestnut Telephone # 342-3049
 Mailing Address Rosenberg, Tx. 77471
 Sally Yates
 Printed Name Sally Yates Date 11-21-89
 Signature Sally Yates Voter Reg. # 00028164
 Street Address 1709 Hawthorn Telephone # 342-5997
 Mailing Address Richmond, Tx 77469
 LeRoy Brown
 Printed Name LeRoy Brown Date 11-21-89
 Signature LeRoy Brown Voter Reg. # 00078283
 Street Address 2651 Live Oak Drive Telephone # (713) 342-3059
 Mailing Address Rosenberg, Tx. 77471
 Suzanne Blalock Hartman
 Printed Name Suzanne Blalock Hartman Date 11-21-89
 Signature Suzanne B. Hartman Voter Reg. # 00045405
 Street Address 706 Foster Drive Telephone # (713) 342-5933
 Mailing Address Richmond, Texas 77469
 James E. Meadow
 Printed Name James E. Meadow Date 11-21-89
 Signature James E. Meadow Voter Reg. # 29189
 Street Address 205 Hillcrest Telephone # 342-4407
 Mailing Address Richmond Tx 77469
 Mary McKay Sandel
 Printed Name Mary McKay Sandel Date 11-27-89
 Signature Mary Sandel Voter Reg. # 00022074
 Street Address 1059 Sallyanne Dr Telephone # 342-8125
 Mailing Address Rosenberg 77471

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name EVELYN I CAPPS Date 11/30/89
 Signature Evelyn Capps Voter Reg. # 95129
 Street Address 714 OLD COLONY RICHMOND TX 77469 Telephone # 342-0665
 Mailing Address RICHMOND TX SAME

✓ Printed Name Bob Massey Date 12/2/89
 Signature Bob Massey Voter Reg. # 15608
 Street Address 703 Country Club Telephone # 232-4811
 Mailing Address Richmond, Tex. 77465

✓ Printed Name Nanci Bunk Date 12-2-89
 Signature Nanci Bunk Voter Reg. # 35212
 Street Address 510 W Bayou Telephone # 342-6555
 Mailing Address Richmond

✓ Printed Name Ann Brown Date 12-3-89
 Signature Ann Brown Voter Reg. # 2857
 Street Address 1705 Lamar Telephone # 232-6663
 Mailing Address Richmond TX

✓ Printed Name Pamela Phillips Hartman Date 12-3-89
 Signature Pamela Hartman Voter Reg. # 10001
 Street Address 1810 Husacke Telephone # 342-5096
 Mailing Address Richmond 342 1496

Printed Name MARVIN PENCE Date 12-3-89
 Signature Marvin Pence Voter Reg. # 101077
 Street Address 1101 W. 13th St. 111 College Telephone # 232-1199
 Mailing Address Beaumont TX Richmond

✓ Printed Name A. Pistole Date 12/3/89
 Signature A. Pistole Voter Reg. # 19678
 Street Address 1807 W. Sam Houston Telephone # 342-2704
 Mailing Address _____

✓ Printed Name GEORGE B WINGATE Date 12/3/89
 Signature George B Wingate Voter Reg. # 60027730
 Street Address 1802 Wilkerson Dr. Telephone # 342-4843
 Mailing Address Richmond, TX 77465

PER ORIGINAL

✓ Printed Name SUE SCHULTZ Date 12-3-89
 Signature Sue Schultz Voter Reg. # 22515
 Street Address 2505 Sequoia Telephone # 232-8914
 Mailing Address Rosenberg Ave 71471

131

✓ Printed Name Ethel A. Clark Date 12-3-89
 Signature ETHEL A CLARK Voter Reg. # 4153
 Street Address 4720 Reading Road Telephone # 232-3185
 Mailing Address Rosenberg Trp #701
77471

132

✓ Printed Name DIANE POWERS Date 12/3/89
 Signature Diane Powers Voter Reg. # 28710
 Street Address 42-4639 FM 359 Telephone # 342-9454
 Mailing Address Richmond

133

✓ Printed Name Debra Phillips Date 12/3/89
 Signature Debra Phillips Voter Reg. # 156473
 Street Address 805 Country Telephone # 342-9242
 Mailing Address Richmond

134

✓ Printed Name Kim Phillips Date 12/3/89
 Signature Kim Phillips Voter Reg. # 142168
 Street Address 805 Country Club Telephone # 342-9242
 Mailing Address Richmond

135

✓ Printed Name JOE A. GOMEZ Date 12-3-89
 Signature Joe A. Gomez Voter Reg. # 29333
 Street Address 2111 Thompson Hwy #104 Telephone # 980-6899
 Mailing Address Richmond

136

✓ Printed Name JOHN D. LOCKHART Date 12/3/89
 Signature John D. Lockhart Voter Reg. # 108847
 Street Address 1702 Willow Telephone # 232-3345
 Mailing Address Richmond TX 77469

137

✓ Printed Name ANNE JONES (Russell) Date 12/3/89
 Signature Anne Jones Voter Reg. # 152544
 Street Address 2008 Jones, 2217 Par Ln Telephone # 341-0945
 Mailing Address 2008 Jones Richmond
Rosenberg

138

address
does not
match record

AS PER ORIGINAL

✓ Printed Name PATRICIA M. Russell Date 12-3-89
 Signature Patricia Russell Voter Reg. # 33329
 139 Street Address 12214 Par Lane Telephone # 342-6905
 Mailing Address Richmond

✓ Printed Name Billy R. Russell Date 12-3-89
 Signature Billy Russell Voter Reg. # 145656
 140 Street Address 12214 Par Lane Telephone # 342-6905
 Mailing Address Richmond

✓ Printed Name Gene E. Russell Date 12-3-89
 Signature Gene Russell Voter Reg. # 33328
 141 Street Address 12214 Par Ln Telephone # 342-6905
 Mailing Address Richmond

✓ Printed Name Susan Jett Date 12-3-89
 Signature S Jett Voter Reg. # 70841
 142 Street Address 306 Terra Plantation Telephone # 343-0367
 Mailing Address Richmond TX 77469

✓ Printed Name REV. MARSHALL McQUEEN Date 12-3-89
 Signature Marshall McQueen Voter Reg. # 137518
 143 Street Address 1000 Foster Telephone # 342-3209
 Mailing Address Richmond, Texas 77469

✓ Printed Name Sharon S. Lockhart Date 12-3-89
 Signature Sharon Lockhart Voter Reg. # 108842
 144 Street Address 1702 Willow Telephone # 332-9345
 Mailing Address Richmond, TX 77469

✓ Printed Name John W. Gupion Date 12-3-89
 Signature John W. Gupion Voter Reg. # 9318
 145 Street Address 3710 Flocinet Line Rd Telephone # 342-2089
 Mailing Address PO. Box 190 Richmond, TX

✓ Printed Name Gay Lynn Chism Date 12-3-89
 Signature Gay Lynn Chism Voter Reg. # 38818
 146 Street Address 2025 Briar Lane Telephone # 342-6955
 Mailing Address Richmond, TX.

AS PER ORIGINAL

✓ Printed Name John E. Chism, Jr Date 12-3-89
 Signature John E. Chism Voter Reg. # 38817
 Street Address 2025 Briarlane Telephone # 342-1695
 Mailing Address Richmond

Printed Name Mary W. Phelps Date 12-3-89
 Signature Mary W. Phelps Voter Reg. #
 Street Address 2206 Hindmille Telephone # 341-7241
 Mailing Address Rich. 77469

✓ Printed Name R. L. Oldmixed Date 12-3-89
 Signature R. L. Oldmixed Voter Reg. # 49139
 Street Address 1700 MAGNOLIA LN Telephone # 342-2410
 Mailing Address Richmond, TX.

✓ Printed Name Sherry Danner Date 12-3-89
 Signature Sherry Danner Voter Reg. # 5079
 Street Address 814 FM 359 Telephone # 342-3214
 Mailing Address Richmond, TX

✓ Printed Name Feggy Phillips Date 12-3-89
 Signature Feggy Phillips Voter Reg. # 94268
 Street Address 2812 Madison Telephone # 232-2116
 Mailing Address P.O. Box 1012 - Rosenberg, TX 77471

✓ Printed Name CAROLYN A CONRAD Date 12-3-89
 Signature Carolyn A. Conrad Voter Reg. # 4514
 Street Address 1707 MAGNOLIA Telephone #
 Mailing Address Richmond

✓ Printed Name CONRAD ALFRED H Date 12-3-89
 Signature Alfred H Conrad Voter Reg. # 4513
 Street Address 1707 MAGNOLIA Telephone #
 Mailing Address Richmond

✓ Printed Name CLAUDIA JOHNSON Date 12-3-89
 Signature Claudia Johnson Voter Reg. # 00058082
 Street Address 2016 Meadowlark Telephone # 341-5043
 Mailing Address Richmond

AS PER ORIGINAL

✓ Printed Name MAX M. JOHNSON Date 12-3-89
 Signature Max M. Johnson Voter Reg. # 58081
 Street Address 2016 Meadowlark Telephone # 341-5043
 Mailing Address 2016 Meadowlark

✓ Printed Name ELIZABETH J. JOHNSON Date 12-3-89
 Signature Elizabeth J. Johnson Voter Reg. # 160325
 Street Address 2016 Meadowlark Telephone # 341-5043
 Mailing Address Richmond

✓ Printed Name CATHERINE L. JOHNSON Date 12-3-89
 Signature Catherine Johnson Voter Reg. # 139722
 Street Address 2014 Meadowlark Telephone # 341-5043
 Mailing Address Richmond

✓ Printed Name Ann Caloss Date 12-3-89
 Signature Ann Caloss Voter Reg. # 138227
 Street Address 1918 TEAKWOOD Telephone # 232-5046
 Mailing Address Richmond

✓ Printed Name Kathleen McMahon Date 12-3-89
 Signature Kathleen McMahon Voter Reg. # 162455
 Street Address 501 Hellegard Dr Telephone # 341-8356
 Mailing Address Richmond

✓ Printed Name MICHAEL H. ZBAVICH Date 12-3-89
 Signature Michael H. Zbavich Voter Reg. # 67408
 Street Address 1211 DOWLEY, RICHMOND Telephone # 232-5599
 Mailing Address SAME AS ABOVE

✓ Printed Name Ranelle Kresci Date 12-3-89
 Signature Ranelle Kresci Voter Reg. # 13483
 Street Address 1709 Lamer Telephone # 232-7614
 Mailing Address Same

✓ Printed Name Shannon LEE Date 12-3-89
 Signature Shannon P Lee Voter Reg. # 113534
 Street Address 1503 Mistletoe Cr Telephone # 342-5338
 Mailing Address Same as above

✓ Printed Name Stacy Segers Date 12-3-89
 Signature Stacy Segers Voter Reg. # 150486
 Street Address 3904 Ave. N Rosenberg Telephone # 342-4014
 Mailing Address _____

NEVER ORIGINAL

✓ Printed Name ANN Choate Date 12-3-89
 Signature Ann Choate Voter Reg. # 80245
 Street Address 1115 WINSTON Telephone # 342-0407
 Mailing Address RICHMOND

✓ Printed Name Evelyn Segers Date 12-3-89
 Signature Evelyn Segers Voter Reg. # 22731
 Street Address 3904 Ave. N (Rosenberg) Telephone # 342-4014
 Mailing Address _____

✓ Printed Name DIANE McCABE Date 12-3-89
 Signature Diane McCabe Voter Reg. # 85571
 Street Address 1103 Sycamore Telephone # 342-3805
 Mailing Address same Richmond

✓ Printed Name Catherine Clark Date 12-3-89
 Signature Catherine Clark Voter Reg. # 142077
 Street Address 800 Front St. Telephone # 232-5176
 Mailing Address same

✓ Printed Name DONNA Bump Date 12-3-89
 Signature Donna M. Bump Voter Reg. # 127661
 Street Address 1706 N. Heathside Telephone # 341-7238
 Mailing Address Richmond, TX 77467

out of district

✓ Printed Name HILMAR G MOORE Date 12-3-89
 Signature Hilmar G. Moore Voter Reg. # 00017282
 Street Address 900 HILLCREST Telephone # 342-3758
 Mailing Address RICHMOND TX 77469

✓ Printed Name EVALYN MOORE Date 12-3-89
 Signature Evelyn W. Moore Voter Reg. # 00067644
 Street Address 908 HILLCREST Telephone # 342-3758
 Mailing Address Richmond, TX 77469

1 Printed Name Gene Church School Date 12-3-89
 Signature Gene Church School Voter Reg. # 22535
 Street Address 1904 Long Dr. Telephone # 342-3806
 Mailing Address Richmond, Tx 77469

AS PER ORIGINAL

1 Printed Name Ruben School Date 12-3-89
 Signature Ruben School Voter Reg. # 22540
 Street Address 1504 Long Dr. Telephone # 342-3806
 Mailing Address Richmond, Tx

179
49
Printed Name MARY CAMENZIND-PAYNE Date 12-3-89
 Signature Mary Camenzind-Payne Voter Reg. # 130743
 Street Address 2134 RICHMOND DR. Telephone # 341-9001
 Mailing Address RICHMOND

not to district

174
Printed Name Shirley A. LEE Date 12-3-89
 Signature Shirley A. Lee Voter Reg. # 14151
 Street Address 1503 Mistletoe Circle Telephone # 342-5338
 Mailing Address Richmond Tx 77469

1 Printed Name WENDELL W. LEE Date 12-3-89
 Signature Wendell W. Lee Voter Reg. # 14158
 Street Address 1503 Mistletoe Circle Telephone # 342-5338
 Mailing Address Richmond Tx 77469

1 Printed Name Shannon P. Lee Date 12-3-89
 Signature Shannon P. Lee Voter Reg. # 113534
 Street Address 1503 Mistletoe Circle Telephone # 342-5338
 Mailing Address Richmond Tx 77469

Printed Name Gathy Sudholt Date 12-3-89
 Signature Gathy Sudholt Voter Reg. # 90233
 Street Address 2027 Manor DR Telephone # 341-7342
 Mailing Address same - Richmond Tx

not to district

Printed Name Charles Sudholt Date 12-3-89
 Signature Charles Sudholt Voter Reg. # 92560
 Street Address 2027 Manor Telephone # 341-7342
 Mailing Address same - Richmond

not to district

AS PER ORIGINAL

✓ Printed Name George E. Johann Date 12-3-89
 Signature GEORGE E JOHANN Voter Reg. # 149412
 179 Street Address 2434 Woodward Av Telephone # 232-2722
 Mailing Address Richmond TX 77469

✓ Printed Name Janis Johann Date 12-3-89
 Signature Janis Johann Voter Reg. # 149411
 180 Street Address 2434 Woodward Telephone # 232-2722
 Mailing Address Richmond TX 77469

✓ Printed Name W H Balderach Date 12-3-89
 Signature W H Balderach Voter Reg. # 88420
 181 Street Address 1707 Willow Telephone # 342-7414
 Mailing Address Same Richmond

✓ Printed Name Nancy Balderach Date 12-3-89
 Signature Nancy Balderach Voter Reg. # 87605
 182 Street Address 1707 Willow Telephone # 342-7414
 Mailing Address Same Richmond

✓ Printed Name W R WALKER Date 12-3-89
 Signature William A Walker Voter Reg. # 26558
 183 Street Address 1412 Evergreen Telephone # 232-4717
 Mailing Address Richmond

✓ Printed Name Mildred Walker Date 12-3-89
 Signature Mildred Walker Voter Reg. # 26545
 184 Street Address 1412 Evergreen Telephone # 232-4717
 Mailing Address Richmond, TX 77469

✓ Printed Name Elnora Thompson Date 12-3-89
 Signature Elnora Thompson Voter Reg. # 41229
 185 Street Address 1101 Lydia Telephone # 342-0867
 Mailing Address Richmond, TX 77469

✓ Printed Name Allan R. Buzek Date 12-3-89
 Signature Allan R. Buzek Voter Reg. # 106507
 186 Street Address 2115 Leaman Ave. Telephone # 342-0867
 Mailing Address Rosenberg, TX 77471

✓ Printed Name JIM McCABE Date 11-3-89
 Signature [Signature] Voter Reg. # 85570
 Street Address 1103 SYCAMORE Telephone # 342-3225
 Mailing Address _____

AC. PER ORIGINAL

✓ Printed Name SHELLY S JONES Date 11-3-89
 Signature [Signature] Voter Reg. # 12313
 Street Address 829 N. 10th Telephone # 342-4187
 Mailing Address Richmond, Texas 77409

✓ Printed Name Fred J. Davis, Jr Date 11/3/89
 Signature [Signature] Voter Reg. # 5268
 Street Address 1503 Hawthorn 908 Victoria Telephone # 342-4929
 Mailing Address Richmond Tx

add
date - not match
reading

✓ Printed Name Dian D. Cupito Date 12/3/89
 Signature [Signature] Voter Reg. # 49393
 Street Address 1303 Frances Telephone # 342-5313
 Mailing Address Rosenberg, TX. 77471

✓ Printed Name Michael A. Cupito Date 12/3/89
 Signature [Signature] Voter Reg. # 49394
 Street Address 1203 Frances Telephone # 342-5313
 Mailing Address Rosenberg

✓ Printed Name Carole Gibbs Date 12-3-89
 Signature [Signature] Voter Reg. # 80018
 Street Address 1900 Tremont Telephone # 341-9631
 Mailing Address P.O. Box 843

✓ Printed Name Laurel Wendt Date 12.3.89
 Signature LAUREL WENDT Voter Reg. # 27079
 Street Address 1500 Holly Cr 602 Hillcrest Telephone # 342 3171
 Mailing Address Richmond TX 77469

add
date - not match
reading

✓ Printed Name Gaye Love Date 12.3.89
 Signature [Signature] Voter Reg. # 81604
 Street Address 6762 Kellyburg Telephone # 343 0823
 Mailing Address Richmond, Tex

AS PER ORIGINAL

✓ Printed Name Kurt Hiltz Date 7-21-56
 Signature Kurt Hiltz Voter Reg. # 110424
 Street Address 6702 Gettysburg Telephone # 343 0823
 Mailing Address "

✓ Printed Name PAULA JAMES Date 12-3-89
 Signature Paula James Voter Reg. # 11726
 Street Address 1509 Winston DR Telephone # 232-1873
 Mailing Address Richmond, TX 77469

✓ Printed Name Ronnie James Date 12-3-89
 Signature Ronnie James Voter Reg. # 11728
 Street Address 1509 Winston Telephone # 232-1873
 Mailing Address Richmond, TX

✓ Printed Name STEPHEN MATTHIASEN Date 12-3-89
 Signature Stephen Matthiesen Voter Reg. # 67377
 Street Address 1210 Lamar Telephone # 232-2972
 Mailing Address Richmond TX 77469

✓ Printed Name Lyda Kay Dawes Date 12/3/89
 Signature Lyda Kay Dawes Voter Reg. # 5391
 Street Address 1811 Laurel Oaks Telephone # 232-3595
 Mailing Address Richmond, TX 77469

✓ Printed Name THOMAS CLINTON DAWES Date 12/3/89
 Signature Thomas C. Dawes Voter Reg. # 5392
 Street Address 1811 LAUREL OAKS Telephone # 232-3595
 Mailing Address RICHMOND TX 77469

✓ Printed Name Steven John Sullivan Date 12/4/89
 Signature Steven John Sullivan Voter Reg. # 8363
 Street Address 3642 FM 355 Telephone # 342-6118
 Mailing Address Richmond TX 77469

✓ Printed Name Lester Van Slyke Jr. Date 12/4/89
 Signature Lester Van Slyke Jr. Voter Reg. # 33629
 Street Address 500 Morton Telephone # 342-6148
 Mailing Address Richmond

no printed name?

✓ Printed Name William Vaw Slyke Date 12-4-89
 Signature [Signature] Voter Reg. # 49075
 Street Address 500 Morton 2001 Dawling Telephone # 342-6148

Mailing Address Richmond Tex
Dawling 3021 Dawson, 1905 W Laurel Oaks Richmond

AS PER ORIGINAL

✓ Printed Name JUDY KUTON Date 12-4-89
 Signature Judy Kuton Voter Reg. # 6844
 Street Address 1807 SETTLERS CT RICHMOND Telephone # 341-7670
 Mailing Address SAME 1216 Allen, Rosenberg

✓ Printed Name DAVID KUTON Date 12-4-89
 Signature David Kuton Voter Reg. # ~~513749~~ 13749
 Street Address 1807 SETTLERS CT RICHMOND Telephone # 341-7670
 Mailing Address SAME 1216 Allen, Rosenberg

✓ Printed Name Marsha L. VANSLYKE Date 12-4-89
 Signature Marsha Van Slyke Voter Reg. # 56362
 Street Address 1905 Laurel Oaks Richmond Telephone # 342-9300
 Mailing Address PO Box 252 Richmond, TX 77469
1905 Laurel Oaks

✓ Printed Name WEBB WOTKYNs Date 12-4-89
 Signature Webb Wotkyns Voter Reg. # 84991
 Street Address 606 Misty Creek Telephone # 342-7281
 Mailing Address 606 Misty Creek - Richmond TX 77469

✓ Printed Name ELSIE C. PHILLIPS Date 12-4-89
 Signature Elsie Phillips Voter Reg. # 19527
 Street Address 920 Victoria Dr. Telephone # 232-2727
 Mailing Address Richmond, Texas 77469

✓ Printed Name DAILEY PHILLIPS Date Dec 4-89
 Signature Dailey Phillips Voter Reg. # 19526
 Street Address 920 VICTORIA DRIVE Telephone # 232-2727
 Mailing Address Richmond TEXAS

✓ Printed Name KEO STUPKA Date 12-4-89
 Signature [Signature] Voter Reg. # 78344
 Street Address 6309 RANDOL RD Telephone # 342-9394
 Mailing Address ROSENBERG
RT. 1, BOX 193-W

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name Edgar B. Griffin Date 12/1/89
 Signature [Signature] Voter Reg. # 46063
 Street Address 705 So. 7th St. Telephone # 341-7392
 Mailing Address Richmond, Tx.

✓ Printed Name Georgia M. Robertson Date 12-1-89
 Signature Georgia M. Robertson Voter Reg. # 21175
 Street Address 915 South 5th St. Telephone # 232-8539
 Mailing Address Richmond, Texas

Printed Name LATHA KILGORE Date 12/1/89
 Signature Latha Kilgore Voter Reg. # [blank]
 Street Address 705 So. 7th St. Telephone # 341-9033
 Mailing Address Richmond, Tx

✓ Printed Name Antoine Griffin Date 12-1-89
 Signature [Signature] Voter Reg. # 89224
 Street Address 705 So. 7th St. Telephone # 341-7392
 Mailing Address Richmond Tx. 77469

✓ Printed Name Dr. Lee P. Davis Date 12-4-89
 Signature Dr. Lee P. Davis Voter Reg. # 5341
 Street Address 711 6th St. Telephone # 232-7136
 Mailing Address Richmond, Tx

✓ Printed Name Ossie L. Cobbin Date 12/4/89
 Signature Ossie Lee Cobbin Voter Reg. # 4295
 Street Address 504 Austin Telephone # [blank]
 Mailing Address Richmond, Tx

✓ Printed Name Irene Davis Date 12/4/89
 Signature Irene Davis Voter Reg. # 5277
 Street Address 506 Austin Telephone # 342-6341
 Mailing Address Richmond, Tx.

¹ A legal description of the miles and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name Rita Cobbin Date 12-7-89
 Signature Rita Cobbin Voter Reg. # 55725
 Street Address 709 South 6th (710 5th S) Telephone # 341-5537
 Mailing Address Richmond Texas

✓ Printed Name Sollie GRIFFIN Date 12-8-89
 Signature Sollie Griffin Voter Reg. # 89227
 Street Address 705 So. 7th St. Telephone # 341-7392
 Mailing Address Richmond, TX

✓ Printed Name Thomas E. Rush Date 12/11/89
 Signature Thomas E. Rush Voter Reg. # 99596
 Street Address Rt 1 Box 645 (335 Carroll) Telephone # 393-9078
 Mailing Address Richmond TX 77469

Printed Name MARGARET K. HAYES Date 12/11/89
 Signature Margaret K. Hayes Voter Reg. # 143713
 Street Address Also Old South Dr. #908 Telephone # 232-2843
 Mailing Address Richmond TX 77469

not in district

✓ Printed Name G.D. CHAPPELL Date 12/11/89
 Signature G.D. Chappell Voter Reg. # 3953
 Street Address 1301 Mulcahy Telephone # 342-7166
 Mailing Address Rosenburg TX 77471

✓ Printed Name MICHAEL L. BRADEN Date 12/11/89
 Signature Michael Braden Voter Reg. # 131975
 Street Address 2522 WINDSWEEP Telephone # 232-0815
 Mailing Address Richmond, Texas 77469

✓ Printed Name Kim B. PEYTON Date Dec 11, 1989
 Signature Kim B. Peyton Voter Reg. # 154052
 Street Address 923 BERT CREEK Telephone # 232-3053
 Mailing Address Richmond TX 77469

✓ Printed Name ALAN MILLARD Date 12/11/89
 Signature Alan A. Millard Voter Reg. # 92115
 Street Address 1323 Bittersweet Telephone # 232-1311
 Mailing Address Richmond TX 77469

AS PER ORIGINAL

✓ Printed Name Ricky A. Baker Date 12-11-89
 Signature Ricky A. Baker Voter Reg. # 62216
 Street Address Rt 3 Box 448 (2215 Debbie St) Telephone # 341-0903
 Mailing Address Richmond, TX

✓ Printed Name Kenneth W. Dora's Date 12-11-89
 Signature Kenneth W. Dora Voter Reg. # 71671
 Street Address 4311 ASPENWOOD Telephone # 342-9659
 Mailing Address Richmond Tex. 77469

Printed Name MARJORIE POLLARD Date 12-11-89
 Signature Marjorie Pollard Voter Reg. # 232-8820
 Street Address 1111 Holliway 502 Telephone # 232-8820
 Mailing Address Richmond TX 77469

Printed Name BRENDA LARA Date 12/11/89
 Signature Brenda Lara Voter Reg. # 342-2633
 Street Address 813 Cub Lane Telephone # 342-2633
 Mailing Address Richmond, TX 77469

✓ Printed Name Alois C. Muehr Date 12/11/89
 Signature Alois C. Muehr Voter Reg. # 17630
 Street Address 1036 Frances Dr Telephone # 232-4779
 Mailing Address Rosenberg, Tx 77471

✓ Printed Name Bobby D. Perry Date 12/11/89
 Signature Bobby D Perry Voter Reg. # 19374
 Street Address 1121 Elizabeth Telephone # 342-3563
 Mailing Address Rosenberg, Tx. 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

✓ Printed Name Rhonda B. Kuykendall Date 12/5/89
 Signature R. B. Kuykendall Voter Reg. # 148627
 Street Address 4903 Quebec, Richmond TX 77469 Telephone # (713) 232-6300
 Mailing Address 4903 Quebec, Richmond, TX 77469

✓ Printed Name BONUSIAVA SANDY Date 12.5.89
 Signature BO SANDY Voter Reg. # 00162645
 Street Address 7014 PICKETT DR Telephone # 545 8124
 Mailing Address 7014 PICKETT, RICHMOND TX 77469

✓ Printed Name Dabbie Chomout Date 12-5-89
 Signature Dabbie Chomout Voter Reg. # 96825
 Street Address At 202 Empress Lane Telephone # 342-4375
 Mailing Address At 2 Box 40-6 Richmond

✓ Printed Name (Billie) Bill Shelbourne Date 12-5-89
 Signature Bill Shelbourne Voter Reg. # 88161
 Street Address 910 Bent Creek Ct. Richmond, Tx. 77469 Telephone # 342-0565
 Mailing Address 910 Bent Creek Ct Richmond, Tx. 77469

Printed Name Doyle Tavenet Date 12-5
 ✓ Signature [Signature] Voter Reg. # 119359
 Street Address 1711 Kingsmill Ln Telephone # 342-4372
 Mailing Address P.O. Box 964 Richmond TX 77469

✓ Printed Name DANIEL PSENCIK Date 12-5-89
 Signature Daniel Pencil Voter Reg. # 20111
 Street Address 1216 Damon St ROSENBERG TEXAS Telephone # 232-3847
 Mailing Address 1216 DAMON ST. ROSENBERG TEXAS

Printed Name GEORGE G. FELAN Date 12-5-89
 ✓ Signature George G. Felan Voter Reg. # 91043
 Street Address 6907 GETTYSBURG DR. Telephone # 343-0629
 Mailing Address RICHMOND

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

1 Printed Name CYNTHIA L. FELAN Date 12-5-89
 Signature Cynthia L. Felan Voter Reg. # 178021
 Street Address 6907 GETTYSBURG DR. Telephone # 343-0629
 Mailing Address RICHMOND

1 Printed Name MAXINE L. Seiler Date 12-5-89
 Signature Maxine L. Seiler Voter Reg. # 00130906
 Street Address 1733 AVE R Telephone # 342-9559
 Mailing Address Rosenberg, Tex 77471

1 Printed Name Jennifer K. Seiler Date 12-5-89
 Signature Jennifer K. Seiler Voter Reg. # 00145461
 Street Address 1733 Ave. R Telephone # 342-9559
 Mailing Address Rosenberg, TX 77471

1 Printed Name James H. Kelley Date 12-5-89
 Signature James Kelley Voter Reg. # 00124253
 Street Address 7015 ZIGLARS GROVE Telephone # 545-9620
 Mailing Address Richmond Tx

address does not
match our file.

1 Printed Name VUCKI, Carol Date 12/5/89
 Signature VUCKI, CAROLE Voter Reg. # 00102365
 Street Address 5210 CHERRYBEND Telephone # 342-8437
 Mailing Address RICHMOND, TX 77469

1 Printed Name KATHLEEN CAVANNA Date 12/5/89
 Signature Kathleen Cavanaugh Voter Reg. # 159747
 Street Address 1622 CHAPELWOOD LN Telephone # 3429719
 Mailing Address 1622 CHAPELWOOD LN

1 Printed Name Daniel Sandy Date 12-5-89
 Signature Daniel J. Sandy Voter Reg. # 00139983
 Street Address 7014 PICKETT DR. Telephone # 545-8124
 Mailing Address Richmond Tx, 77469

1 Printed Name TIMOTHY P. ANDERS Date 12-5-89
 Signature Timothy P. Anders Voter Reg. # 88000
 Street Address 2901 AIRPORT #801 Telephone # 232-6580
 Mailing Address ROSENBERG, TX. 77471

AS PER ORIGINAL

✓ Printed Name CELINA FLORES B. Date 12-5-89
 Signature Celina Flores Voter Reg. # 139431
 Street Address 102 VERACRUZ Telephone # 342-5598
 Mailing Address ROSENBERG, TX 77471

✓ Printed Name Rosie Lee Villarreal Date 12-5-89
 Signature Rosie Villarreal Voter Reg. # 140008
 Street Address 1103 Concord St Telephone # 232 7513
 Mailing Address Richmond

✓ Printed Name Kimberly Reithel Date 12-5-89
 Signature Kimberly Reithel Voter Reg. # 00153781
 Street Address 1117 Magnolia DR Telephone # 232 6243
 Mailing Address ROSENBERG, TX 77471

✓ Printed Name LAWRENCE B LASKOSKIE Date 12-5-89
 Signature L.B. Laskoskie Voter Reg. # 00040843
 Street Address 2019 BRIAR LANE Telephone # 342-6700
 Mailing Address RICHMOND, TX 77469

✓ Printed Name PATRICIA A. LASKOSKIE Date 12-5-89
 Signature Patricia A. Laskoskie Voter Reg. # 00050017
 Street Address 2019 BRIAR LANE Telephone # 342-6700
 Mailing Address Richmond, TX 77469

✓ Printed Name GEORGE ALVAREZ Date 12-05-89
 Signature George Alvarez Voter Reg. # 00029620
 Street Address 319 COLLINS RD. Telephone # 342-8532
 Mailing Address Richmond, TX 77469

✓ Printed Name BARBARA A. LIPINSKI Date 12-5-89
 Signature Barbara A. Lipinski Voter Reg. # 14520
 Street Address 1605 Cedar Dr Telephone # 342 9744
 Mailing Address Richmond, TX 77469

✓ Printed Name JOHN E. LASKOSKIE Date 12-6-89
 Signature John E. Laskoskie Voter Reg. # 00070112
 Street Address 2019 Briar Lane Telephone # 342-6700
 Mailing Address Richmond, TX 77469

AS PER ORIGINAL

1 Printed Name G.G. Hyatt Date 12-6-89
 Signature G.G. Hyatt Voter Reg. # 00141941
 Street Address 16311 Randon School Rd. Telephone # 342-5320
 Mailing Address Rt. 1 Box 43-T, Rosenberg TX

1 Printed Name JANICE S. Wile Date 12-6-89
 Signature Janice S. Wile Voter Reg. # 00084-288
 Street Address 2626 Parkway Telephone # 732-5350
 Mailing Address Rosenberg, TX

1 Printed Name Robert Brown JR Date 12-6-89
 Signature Robert Brown JR Voter Reg. # 00064-045
 Street Address 842 Ave D Telephone # 342-2369
 Mailing Address Rosenberg TX 77471

1 Printed Name DANIEL J BOONE Date 12-6-89
 Signature Daniel J Boone Voter Reg. # 2242
 Street Address 2221 - 2nd St Telephone # 623-8807
 Mailing Address Rosenberg TX

1 Printed Name Alvin F. Jan III Date 12-6-89
 Signature Alvin F. Jan III Voter Reg. # 139729
 Street Address 7111 Kary Blue Ridge Telephone # 343-1522
 Mailing Address Richmond TX

1 Printed Name JIMMY H. FARRELL Date 12-6-89
 Signature Jayce A. Farrell Voter Reg. # 99715
 Street Address 1609 Junker St. Telephone # 342-3266
 Mailing Address Rosenberg TX

1 Printed Name Annette W. Warmke Date 12-7-89
 Signature Annette W. Warmke Voter Reg. # 26728
 Street Address 1309 Miles Telephone # 342-6563
 Mailing Address Rosenberg TX 77471

1 Printed Name FREDDY F. WARMKE Date 12-7-89
 Signature Freddy F. Warmke Voter Reg. # 138590
 Street Address 1309 Miles Telephone # 342-6563
 Mailing Address Rosenberg, TX 77471

AS PER ORIGINAL

1 Printed Name Tamera Henderson DaSilva Date 12-7-89
 Signature Tamera Henderson DaSilva Voter Reg. # 00110574
 Street Address 1019 Sally Anne Telephone # 342-4417
 Mailing Address Rosenberg, TX 77471

1 Printed Name David Edward DaSilva Date 12-7-89
 Signature David E. DaSilva Voter Reg. # 113747
 Street Address 1019 Sally Anne 2515 Windsor Telephone # 342-4417
 Mailing Address Rosenberg, TX 77471 Richmond

1 Printed Name DORA ANN Schmidt Date 12-7-89
 Signature Dora Ann Schmidt Voter Reg. # 00062746
 Street Address 507 Bayou DR. Telephone # 342-8318
 Mailing Address Richmond, Tex. 77469

1 Printed Name Norbert A. Schmidt Date 12-7-89
 Signature Norbert A. Schmidt Voter Reg. # 62747
 Street Address 507 Bayou Dr. Telephone # 342-8318
 Mailing Address Richmond, Tex.

1 Printed Name THOMAS J. PRSEWANG Date 7 Dec 89
 Signature TH Voter Reg. # 00135739
 Street Address 3406 AVE P Telephone # 232-9803
 Mailing Address Rosenberg, Tx 77471

1 Printed Name Cathi Williams Date 12/7/89
 Signature Cathi Williams Voter Reg. # 117657
 Street Address 2422 Glen Haven Telephone # 342-7460
 Mailing Address Richmond, TX 77469

1 Printed Name Judy Sparks Date 12/7/89
 Signature Judy Sparks Voter Reg. # 00033876
 Street Address 2441 Mail Telephone # 713-232-7897
 Mailing Address Rosenberg TX 77471

1 Printed Name Bridget Schimara Date 12-7-89
 Signature Bridget Schimara Voter Reg. # 162224
 Street Address 1809 McKinley Telephone # 342 9755
 Mailing Address Rosenberg, TX 77471

AS PER ORIGINAL

✓ Printed Name Nancy E Chavarria Date 12/07/89
 Signature Nancy E Chavarria Voter Reg. # 109913
 Street Address 1300 San Jacinto Telephone # 342-4612
 Mailing Address Richmond, Tx 77469

✓ Printed Name John L. Perkins Date 12/02/89
 Signature John L. Perkins Voter Reg. # 140035
 Street Address 3819 Ave. D Telephone # 342-4746
 Mailing Address Rosenberg, Tx. 77471

✓ Printed Name Donna R. Macha Date 12-7-89
 Signature Donna R. Macha Voter Reg. # 00134650
 Street Address 1615 Rice St Telephone # 232-5019
 Mailing Address Rosenberg Tx

✓ Printed Name Beth Butler Vogelsang Date December 10, 1989
 Signature Beth Butler Vogelsang Voter Reg. # 26337
 Street Address 2236 Parlaye Telephone # 342-CA18
 Mailing Address Richmond Texas 77469

✓ Printed Name MADIE Lee BARKER Date 12-10-89
 Signature Madie Lee Barker Voter Reg. # 145169
 Street Address 215 SIMS Telephone # 342 4916
 Mailing Address Richmond Tx

✓ Printed Name JOHN F. KARLO Date 12-10-89
 Signature John F. Karlo Voter Reg. # 161346
 Street Address 2001 Dowling Dr. Telephone # 341-5259
 Mailing Address Richmond, TX

✓ Printed Name Michael D. Rodriguez Date 12-10-89
 Signature Michael D. Rodriguez Voter Reg. # 143024
 Street Address 1604 Ave E 601 Telephone # 232 8542
 Mailing Address Rosenberg TX Carlisle

✓ Printed Name Michael C Dege Date 12-10-89
 Signature Michael C Dege Voter Reg. # 143024
 Street Address 4610 Woodway Telephone # 341 5840
 Mailing Address Rosenberg

✓ Printed Name Sylvia Cisneros Date 12-10-89
 Signature Sylvia Cisneros Voter Reg. # 162683
 Street Address 1611 6th, Rosenberg Telephone # 342-2767
 Mailing Address PO Box 350

Printed Name GEORGE MURDOCK Date 12-10-89
 Signature George Murdock Voter Reg. # 77818
 Street Address 2095 Brockington Katy Tx Telephone # 395-2138
 Mailing Address _____

✓ Printed Name D'Etta Lindemann Date 12-10-89
 Signature D'Etta Lindemann Voter Reg. # 63590
 Street Address 2513 FM 360 Telephone # 409-3872723
 Mailing Address Rt 1 Box 169-X Rosenberg, Tx

✓ Printed Name Dang Boone Date 12-10-89
 Signature Dan Boone Voter Reg. # 2240
 Street Address 2011 Briarlane Telephone # 342-3653
 Mailing Address Richmond, Texas

✓ Printed Name BENJAMIN HINDS Date 12-10-89
 Signature Benjamin Hinds Voter Reg. # 160506
 Street Address 4720 READING RD #303 Telephone # 232-2353
 Mailing Address Rosenburg

✓ Printed Name CHARLES W. GUINN Date 12-10-89
 Signature Charles W. Guinn Voter Reg. # 9287
 Street Address 1903 BRIAR RIDGE Telephone # 342-8548
 Mailing Address ROSENBERG

✓ Printed Name Susan Flowers Date 12-10-89
 Signature Susan Flowers Voter Reg. # 150987
 Street Address 738 Misty Creek Telephone # 341-7934
 Mailing Address Richmond

✓ Printed Name Donna Adcock Date 12-10-89
 Signature Donna Adcock Voter Reg. # 150388
 Street Address 7131 Buchanan Telephone # 343-0942
 Mailing Address Richmond, Tx 77469

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

AS PER ORIGINAL

✓ Printed Name CHARLES F. MAHLER II Date 12-5-1989
 Signature [Signature] Voter Reg. # 145963
 Street Address 5015 FM 359 Telephone # 713 342-1533
 Mailing Address Richmond, TX 77469

✓ Printed Name Paula K. Mahler Date 12-5-89
 Signature Paula K. Mahler Voter Reg. # 108626
 Street Address 5015 FM 359 Telephone # 342-1533
 Mailing Address RT. 4 Box 1080 Richmond

✓ Printed Name Timothy E. Sweet Date 12-5-89
 Signature Timothy E. Sweet Voter Reg. # 100805
 Street Address 1622 FAIR OAKS LN. Telephone # 341 9069
 Mailing Address Richmond, TX 77469

✓ Printed Name Sandra K. Dodd Date 12-5-89
 Signature Sandra K. Dodd Voter Reg. # 980561
 Street Address 4602 Grand Canyon Dr. Telephone # 980-561
 Mailing Address Sugar Land, TX 77479

✓ Printed Name Penna L. Sweet Date 12-5-89
 Signature Penna L. Sweet Voter Reg. # 99370
 Street Address 1622 Fair Oaks Ln. Telephone # 341-9069
 Mailing Address Richmond, TX 77469

✓ Printed Name GREG HARRIS Date 12-5-89
 Signature Greg H. Harris Voter Reg. # 137034
 Street Address 36274 D. BERTON Telephone # 341-6965
 Mailing Address Richmond, TX 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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AS PER ORIGINAL

Printed Name Mary Jane Stavinoha Date 12/6/89
 Signature Mary Jane Stavinoha Voter Reg. # 000 24052
 Street Address 707 Hillcrest Drive Telephone # 342-4373
 Mailing Address Richmond, Tx. 77469

Printed Name Jodie Edward Stavinoha Date 12/6/89
 Signature Jodie E. Stavinoha Voter Reg. # 000 24036
 Street Address 707 Hillcrest Drive Telephone # 342-4373
 Mailing Address Richmond, Tx. 77469

Printed Name John R Stavinoha Date 12/6/89
 Signature John R Stavinoha Voter Reg. # 000-29044
 Street Address 707 Hillcrest Dr. Telephone # 342-4373
 Mailing Address same

Printed Name Theodore Stavinoha Date 12-6-89
 Signature Theodore J. Stavinoha Voter Reg. # 000 56972
 Street Address 707 Hillcrest Dr. Telephone # 341-5607
 Mailing Address Richmond, Tx. 77469

Printed Name Peter L. Stavinoha Date 12-13-89
 Signature Peter L. Stavinoha Voter Reg. # 97910
 Street Address 707 Hillcrest Telephone # 342-4373
 Mailing Address Richmond

Printed Name James E. Stavinoha Date 12-13-89
 Signature James E. Stavinoha Voter Reg. # 73481
 Street Address 707 Hillcrest Telephone # 342-4373
 Mailing Address Richmond

Printed Name Daniel Stavinoha Date 12-13-89
 Signature Daniel Stavinoha Voter Reg. # 129223
 Street Address 707 Hillcrest Telephone # 342-4373
 Mailing Address Richmond

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THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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AS PER ORIGINAL

Printed Name REBECCA S. HAAS Date 12-12-89
 Signature Rebecca S. Haas Voter Reg. # 46326
 Street Address 1716 Magnolia Richmond Telephone # 342-5571
 Mailing Address Same

Printed Name CYNTHIA BOWERS Date 12-12-89
 Signature Cynthia Bowers Voter Reg. # 00057452
 Street Address 5621 Beechline-Richmond Telephone # 545-8627
 Mailing Address PO Box 553 Richmond

Printed Name CARON GRAVES Date 12-12-89
 Signature Caron Graves Voter Reg. # 90513
 Street Address 1111 Golfview Dr, #614 Telephone # 342-8986
 Mailing Address DAME Richmond

Printed Name Mason Briscoe II Date 12-12-89
 Signature Mason Briscoe II Voter Reg. # 20003687
 Street Address 719 Settlers Rd Telephone # 232-7093
 Mailing Address Richmond 77469

Printed Name JO ANN HARTFIEL Date 12/12/89
 Signature JoAnn Hartfiel Voter Reg. # 9971
 Street Address 804 Golfview Dr. Telephone # 232-7090
 Mailing Address Richmond, TX 77469

Printed Name Lila Smith Date 12/12/89
 Signature Lila Smith Voter Reg. # 80965
 Street Address 800 Country Club Telephone # 341-0190
 Mailing Address Richmond, TX 77469

Printed Name MASON BRISCOE III Date 12/12/89
 Signature Mason Briscoe III Voter Reg. # 47195
 Street Address 1043 Sally Anne Telephone # 342-2952
 Mailing Address 1043 Sally Anne Rosenberg Dr

¹ A legal description of the miles and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

Printed Name MAE WEBB Date 12/12/89
 Signature MAE WEBB Voter Reg. # 00062152
 Street Address 2627 LIVE OAK DR. Telephone # 342-4021
 Mailing Address ROSENBERG TX 77471

Printed Name MILTON B. LANE, II Date 12-12-89
 Signature Milton B. Lane II Voter Reg. # 25832
 Street Address 1121 CARLISLE Telephone # 713 342-6930
 Mailing Address ROSENBERG, TEXAS

Printed Name Sophia Sanchez Date 12-12-89
 Signature Sophia Sanchez Voter Reg. # 0002325733
 Street Address 1136 Radin Lane #505 Telephone # (713) 232-5733
 Mailing Address 1136 Radin Lane #505 Rosenberg TX 77471

Printed Name MARVIN WHITE Date 12-12-89
 Signature Marvin White Voter Reg. # 00027249
 Street Address 2018 TANGLELANE Telephone # 232-9583
 Mailing Address Richmond TX

Printed Name KENNETH E. OBERHOFF Date 12-12-89
 Signature Kenneth E. Oberhoff Voter Reg. # 00071641
 Street Address 2002 TANGLELANE Telephone # 232-5202
 Mailing Address 2002 TANGLELANE, RICHMOND TX 77469

Printed Name Wanda Lou Oberhoff Date 12-12-89
 Signature Wanda Lou Oberhoff Voter Reg. # 00071642
 Street Address 2002 Tanglelane Telephone # 232-5202
 Mailing Address 2002 Tanglelane, Richmond, Tx 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

AS PER ORIGINAL

Printed Name Clifford Myska Date Nov 27, 1987
 Signature [Signature] Voter Reg. # 00017813
 Street Address 5534 FM 1640 Telephone # 342-2686
 Mailing Address 1620 FM Rd 2218 - Richmond Tex, 77469

Printed Name C. J. Overgoner Date 11-29-89
 Signature [Signature] Voter Reg. # 18719
 Street Address 1410 Georgia Telephone # 232-2620
 Mailing Address Kosenberg, Tex 77491

Printed Name Margaret Birdwell Date 11-29-89
 Signature Margaret Birdwell Voter Reg. # 00143368
 Street Address 1111 Golfview #907 Telephone # 232-9334
 Mailing Address 1111 Golfview #907

Printed Name Jean Ann Morgan Date 11-29-89
 Signature Jean Ann Morgan Voter Reg. # 00017442
 Street Address 912 Victoria Dr. Telephone # 342-4228
 Mailing Address Richmond, Tx 77469

Printed Name Lawrence R. Morgan Date 11-29-89
 Signature [Signature] Voter Reg. # 00017440
 Street Address 912 Victoria Dr. Telephone # 342-4228
 Mailing Address Richmond, Tx 77469

Printed Name Evelyn Myska Date 12-4-89
 Signature Evelyn Myska Voter Reg. # 0017814
 Street Address 5534 FM 1640 Telephone # 342-5651
 Mailing Address 1620 FM 2218 Richmond Tex 77469

Printed Name C. L. BERRY Date 12-7-89
 Signature A. R. Berry Voter Reg. # 00091826
 Street Address 1806 Harrison Telephone # 232-4915
 Mailing Address 1806 Harrison, Richmond, Tx 77464

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

1 PER ORIGINAL

✓ Printed Name LYNN MATTHEWS Date 12-7-89
 Signature Lynn Matthews Voter Reg. # 00015654
 Street Address 1517 George Telephone # 342-1979
 Mailing Address Rosenberg Texas 77471

✓ Printed Name FRANK A. INESK Date 12-7-89
 Signature Frank A. Inesk Voter Reg. # 00013100
 Street Address 1016 Lindsay Ln. Telephone # 232-5528
 Mailing Address Rosenberg Tex 77471

✓ Printed Name Joyce Loesch Date 12-7-89
 Signature Joyce Loesch Voter Reg. # 00117323
 Street Address 603 W. 4th Telephone # 342-9178
 Mailing Address Richmond Texas 77469

✓ Printed Name DERYL HUNTER Date 12-12-89
 Signature Deryl Hunter Voter Reg. # 00091442
 Street Address 1510 Holly Circle Telephone # 342-7464
 Mailing Address 1510 Holly Circle, Richmond, Texas 77469

✓ Printed Name THELMA E. WALZEL Date 12-12-89
 Signature Thelma E. Walzel Voter Reg. # 00132581
 Street Address 1510 Holly Circle Telephone # 342-7464
 Mailing Address Richmond Texas 77469

X Printed Name Anna K. Forsythe Date 12-12-89
 Signature Anna K. Forsythe Voter Reg. # 00048394
 Street Address 1811 City Hall Dr #803 Telephone # 232-6140
 Mailing Address 1811 City Hall Dr #803 Rosenberg TX 77471

✓ Printed Name DALLIS W. WARREN Date 12-12-89
 Signature Dallis W. Warren Voter Reg. # 00048394
 Street Address 4720 Ruffin Rd 207 Telephone # 341-6815
 Mailing Address SAME ROSENBERG TX 77471

✓ Printed Name ALAN SPEARS Date 12-12-89
 Signature Alan Spears Voter Reg. # 140122
 Street Address 611 Land Grant Richmond Tx Telephone # 232-7453
 Mailing Address Same

AS PER ORIGINAL

Printed Name Alice M. Rodriguez Date 12-12-89
 Signature Alice M. Rodriguez Voter Reg. # 35238
 Street Address 2108 Maple Circle, Rosenberg Telephone # 713 342-0613
 Mailing Address Same

Printed Name David D. Spilman Date 12-12-89
 Signature David D. Spilman Voter Reg. # 140487
 Street Address 4829 Redbud Rosenberg Tr Telephone # 232-7578
 Mailing Address Same

Printed Name Tony P. Rodriguez Date 12-12-89
 Signature Antonio P. Rodriguez Voter Reg. # 52724
 Street Address 2108 Maple Circle, Rosenberg Telephone # 342-0613
 Mailing Address 2108 Maple Circle, Rosenberg

Printed Name FRANCES MENDIOLA Date 12-12-89
 Signature Frances Mendiola Voter Reg. # 00154150
 Street Address 1127 6th Rosenberg Telephone # 232-9093
 Mailing Address Same

Printed Name BRIAN THOMPSON Date 12-12-89
 Signature B. T. Thompson Voter Reg. # 62669
 Street Address 2615 Lory St. Ros. Telephone # 342-72260
 Mailing Address P.O. Box 1757 Ros.

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.068 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name Glynn Lindemann Date 12-11-89
 Signature Glynn Lindemann Voter Reg. # 14447
 Street Address RT 1 Box 507 Telephone # 341-6444
 Mailing Address 603 Sycamore

Printed Name Angel Aguon Date 12/11/89
 Signature Angel Aguon Voter Reg. # 84354
 Street Address 2603 Victoria Borden Telephone # 232-6274
 Mailing Address same

Printed Name Harvey Ludwig Date 12-11-89
 Signature Harvey Ludwig Voter Reg. # 14882
 Street Address Rt. 1 Box 139 LA Telephone # 342-6093
 Mailing Address Rosenberg 831 Finney VALLET

Printed Name Donald O Halvorson Date 12-11-89
 Signature Donald O Halvorson Voter Reg. # 9547
 Street Address 2014 Briar Lane Telephone # 342-3903
 Mailing Address Richmond, TX

Printed Name Robert Geller Date 12-11-89
 Signature Robert Geller Voter Reg. # 159281
 Street Address 1903 1st Colony Ct. Telephone # 232-0002
 Mailing Address Richmond TX 77467

Printed Name BOB PROSKE Date 12-11-89
 Signature Bob Proske Voter Reg. # 6055
 Street Address 821 Bernard Telephone # 342-4321
 Mailing Address Rosenberg

Printed Name Herschel Ustynik Date 12-11-89
 Signature Herschel Ustynik Voter Reg. # 25874
 Street Address MAIL Rt 2 Box 650-P5 2719 Georgetown Telephone # 232-4317
 Mailing Address Rosenberg, TX 77471

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name Doris Drachenberg Date 12/12/89
 Signature Doris Drachenberg Voter Reg. # 6047
 Street Address 1014 Horace Mann Telephone # 342-2477
 Mailing Address 1014 Horace Mann, Rosenberg

Printed Name DON DRACHENBERG Date 12/12/89
 Signature Don Drachenberg Voter Reg. # 6046
 Street Address 1014 HORACE MANN Telephone # 342-2477
 Mailing Address Same ROSENBERG, Tex. 77471

Printed Name LAURA DRACHENBERG Date 12-12-89
 Signature Laura G. Drachenberg Voter Reg. # 94805
 Street Address 1014 HORACE MANN, Rosenberg Telephone # 342-2477
 Mailing Address Same

Printed Name RUSSELL AUTREY Date 12-12-89
 Signature Russell R. Autrey Voter Reg. # 00098534
 Street Address 1507 4th Telephone # 232-1507
 Mailing Address Rosenberg, TX

Printed Name Kimberly Fabrygel Date 12-13-89
 Signature Kimberly Fabrygel Voter Reg. # 130191
 Street Address 11904 DANNHAUS Telephone # 293-4007
 Mailing Address Needville TX. 77461

Not in
LCISD

Printed Name KATHERINE R. PEKAR Date 12-12-89
 Signature Katherine R. Pekar Voter Reg. # 134828
 Street Address 2219 PAR LN Richmond Telephone # 232-0059
 Mailing Address P.O. Box 0266 Rosenberg
11111 Gulfview

Printed Name GARY TUCKER ROBINSON Date 12/12/89
 Signature G. Tucker Robinson Voter Reg. # 0063528
 Street Address N. 11th 680 Telephone # 342-3727
 Mailing Address Richmond, Tex. 77469
205 Pittman Rd.

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name Frank Gutowsky Date 12-12-89
 Signature Frank Gutowsky Voter Reg. # 9356
 Street Address 1517 Bernie Avenue Rosenberg Telephone # 232-2866
 Mailing Address Rosenberg Gme

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AS PER ORIGINAL

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name Rose Lucille Allen Date 12-7-89
 Signature Rose Lucille Allen Voter Reg. # 00070541
 Street Address 1902 Old Colony Cr Telephone # 341-0028
 Mailing Address Same Richmond 77469

Printed Name James Stewart Date 7 Dec 89
 Signature James Stewart Voter Reg. # 3464
 Street Address 1717 Chisholm Roadway Telephone # 232-3224
 Mailing Address Same as above Waco 76798

Printed Name Virginia Werlitz Date 12-7-89
 Signature Virginia Werlitz Voter Reg. # 2-7106
 Street Address 2419 Hickory Way Telephone # 713-342-2357
 Mailing Address PO Box 505 Rosenberg

Printed Name Rodolfo Sanchez (Rudy) Date 12-7-89
 Signature Rodolfo Sanchez Voter Reg. # 81886
 Street Address 606 Washington Telephone # 232-7821
 Mailing Address Waco 76798

Printed Name Carolyn Spence Date 12-7-89
 Signature Carolyn Spence Voter Reg. # 00071576
 Street Address 8414 FM 559 - Rich Telephone # 342-7514
 Mailing Address Same

Printed Name ANNE TVERGENS Date 12-10-89
 Signature Anne Tvergens Voter Reg. # 00012396
 Street Address 1110 Southgate, Ros Telephone # 232-2244
 Mailing Address SAME

Printed Name Rosalie Byrd Date 12-10-89
 Signature Rosalie Byrd Voter Reg. # 00003261
 Street Address 1118 Southgate Telephone # 232-5803
 Mailing Address Rosenberg

* A legal description of the notes and bounds of the area to be annexed is attached to this page.

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name Mamie J. Preston Date 12-04-89
 Signature Mamie J. Preston Voter Reg. # 68744
 Street Address 1200 Concord Street - Ric. Telephone # 713-232-0319
 Mailing Address Same As Above

Printed Name Valery Perez Date 12/4/89
 Signature Valery Perez Voter Reg. # 00019327
 Street Address 1302 Austin - Ric Telephone # 342-6020
 Mailing Address PO Box 144 - Richmond

Printed Name Philip S. Spence M.G. Date 12-5-89
 Signature Philip S. Spence M.G. Voter Reg. # 00023829
 Street Address 8414 FM 359 Telephone # 342-7514
 Mailing Address Richmond TX 77469

Printed Name Cynthia Hartlage Date 12-5-89
 Signature Cynthia Hartlage Voter Reg. # 00082899
 Street Address 94908 Sandalwood Telephone # 713-232-4019
 Mailing Address Rosenberg, TX 77471

Printed Name DAVID P. SCHAWER Date 12-5-89
 Signature David Schawer Voter Reg. # 144528
 Street Address 1623 Bittersweet Telephone # 342-6232
 Mailing Address P.O. Box 670 Richmond TX 77469 ^{with 2118 Land Grant, Richmond}

Printed Name Jolie Zulkowski Date 12-5-89
 Signature Jolie Zulkowski Voter Reg. # 144711
 Street Address 4818 Sandalwood Telephone # 232-8323
 Mailing Address same

Printed Name ELIZABETH BARCAK Date 12-5-89
 Signature Elizabeth Barcak Voter Reg. # 143280
 Street Address 2715 Chapin Telephone # 342-0070
 Mailing Address SAME

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X
Printed Name Dore Martin Date 12-7-89
Signature Dore Martin Voter Reg. # 147926
Street Address 1305 Walenta Telephone # 232-4290
Mailing Address Rosenberg, TX 77471 was 419 Mahlman, Rosenberg

Printed Name Carolyn Stegemiller Date 12-7-89
Signature Carolyn Stegemiller Voter Reg. # 24112
Street Address 1601 Dallas Telephone # 232-9089
Mailing Address Rosenberg, Tx 77471

Printed Name Betty (Elizabeth) Lane Date 12-7-89
Signature Elizabeth Lane Voter Reg. # 25770
Street Address 1121 Carlisle Telephone # 342-6930
Mailing Address Rosenberg, Tx. 77471

Printed Name Deanna P. Perez Date 12-8-89
Signature Deanna Perez Voter Reg. # 14305
Street Address 1807 Winston Telephone # 232-6302
Mailing Address Richmond was 415 Dulles, Stafford

Printed Name LAREN LIND Date 12/8/89
Signature Laren Lind Voter Reg. # 109374
Street Address 446 S18 King Rich Telephone # 343-9073
Mailing Address Same

Printed Name Dianne Williams Date 12/8/89
Signature Dianne Williams Voter Reg. # 118008
Street Address 2512 Ave C Ros. Telephone # 232-0922
Mailing Address SAME was 1117 Ave. E Rosenberg

Printed Name Patti Kocis Date 12-8-89
Signature Patti Kocis Voter Reg. # 51200
Street Address 4308 Turtle Cr, Ros Telephone # 232-2827
Mailing Address Same

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

Printed Name Lelia Dawn Brummett Date Dec 5, 1989
 Signature Lelia Dawn Brummett Voter Reg. # 29348
 Street Address 2003 Lamar Drive Telephone # 342-8690
 Mailing Address Richmond, Texas 77469

Printed Name KAREN WRIGHT Date Dec 5
 Signature Karen Wright Voter Reg. # 00047832
 Street Address 2604 Lory Telephone # 341-5077
 Mailing Address Rosenberg, Texas 77471

Printed Name Margie Ubernoky Date 12-5-89
 Signature Margie Ubernoky Voter Reg. # 25783
 Street Address 2714 Chugik St. Telephone # 232-6836
 Mailing Address Rosenberg, Texas 77471

Printed Name Cecilia Lyde Date 12-5-89
 Signature Cecilia Lyde Voter Reg. # 158926
 Street Address 4815 Old Oak Telephone # 341-9470
 Mailing Address Richmond, TX 77469 was 431 Fong Ranch, Sugar Land

Printed Name Doris M. Goates Date 12-6-89
 Signature Doris M. Goates Voter Reg. # 47682
 Street Address 2702 Pueblo Telephone # 342-6342
 Mailing Address Rt. 2, Box 650 M8 Rosenberg

Printed Name BEVERLY ADIANA FREUDENSPRUNG Date 12-6-89
 Signature Beverly Freudensprung Voter Reg. # 124698
 Street Address 2026 Jefferson Telephone # 409-478-7560
 Mailing Address P.O. Box 281 Orchard, TX 77464

Printed Name Mary Ann Venghaus Date 12-6-89
 Signature Mary Ann Venghaus Voter Reg. # 26185
 Street Address 3614 Ave. R Rosenberg Telephone # 342-4790
 Mailing Address 3614 Ave R Rosenberg TX 77471

Printed Name Pauletta Klemstein Date 12-6-89
 Signature Pauletta Klemstein Voter Reg. # 00058321
 Street Address 3903 Knight Rd., Mo City Telephone # 431-1487
 Mailing Address Rt. 1 Box 1168, Leno, TX 77545

Not in
LCISDNot in
LCISDwas
1300 record
Rosenberg

AS PER ORIGINAL

Printed Name Julie Shelton Date 12-6-89
 Signature Julie Shelton Voter Reg. # 113874
 Street Address 3109 Turtle Creek Telephone # 341-9606
 Mailing Address Rosenberg TX 77471

Printed Name Jacque Holchak Date 12-6-89
 Signature Jacque Holchak Voter Reg. # 10877
 Street Address 815 Bernard Telephone # 232-2335
 Mailing Address Same

Printed Name Carolyn Fields Date 12-6-89
 Signature Carolyn Fields Voter Reg. # 45750
 Street Address 5322 Riverwood Dr. Telephone # 342-0007
 Mailing Address 5322 Riverwood Dr 77469

Printed Name CADY BITTNER Date 12-7-89
 Signature Cathy Bittner Voter Reg. # 33356
 Street Address 3323 PECHA LN. Telephone # 232-4207
 Mailing Address RT. 2 Box 650-A

Printed Name Sandra Meador Date 12/07/89
 Signature Sandra Meador Voter Reg. # 119855
 Street Address 701 Twin Lane Telephone # 342-6275
 Mailing Address RT. 1 Box 137 HE Rosenberg

Printed Name Linda Jordan Date 12/8/89
 Signature Linda Jordan Voter Reg. # 100064543
 Street Address 1017 Frances Dr. Telephone # 342-9954
 Mailing Address Rosenberg, TX 77471

Printed Name Mitzi Lindamood Date 12/7/89
 Signature Mitzi Lindamood Voter Reg. # 67847
 Street Address 3821 Marilyn Telephone # 341-0701
 Mailing Address Rosenberg, TX 77471

Printed Name Elizabeth Stuart Date 12/7/89
 Signature Elizabeth Stuart Voter Reg. # 130793
 Street Address 8420 FM 359 Telephone # 232-8643
 Mailing Address Richmond, TX

AS PER ORIGINAL

Printed Name Brenda Horner Date 12-6-89
 Signature Brenda Horner Voter Reg. # 69772
 Street Address 407 Landmark Richmond Telephone # 341-5098
 Mailing Address Same was 1806 Polley Ct, Richmond

Printed Name Steve Horner Date 12-6-89
 Signature Steve Horner Voter Reg. # 69921
 Street Address 407 Landmark Richmond Telephone # 341-5098
 Mailing Address Same 1806 Polley Ct, Richmond

Signature does not match

Printed Name Amy Jones Date 12-6-89
 Signature Amy Jones Voter Reg. # 152544
 Street Address 202 JANE LONG Telephone # 232-6582
 Mailing Address Same 2014 Windmill Dr, Richmond

Printed Name Patricia A. Haley Date 12-6-89
 Signature Patricia A. Haley Voter Reg. # 91728
 Street Address 3821 Ave P Telephone #
 Mailing Address 3821 Ave P - Rosenberg, Texas 77471

Printed Name Mary Lou Paxton Date 12-6-89
 Signature Mary Lou Paxton Voter Reg. # 121641
 Street Address 2014 Windmill Telephone # 232-5839
 Mailing Address 2014 Windmill Richmond TX 77469

Not in LCISD

Printed Name Stanley T. Paxton Date 12-6-89
 Signature Stanley T. Paxton Voter Reg. # 123168
 Street Address 2014 Windmill Dr. Telephone # 232-5839
 Mailing Address 2014 Windmill Dr. Richmond TX 77469

Not in LCISD

Printed Name Beverly Butz Date 12-6-89
 Signature Beverly Butz Voter Reg. # 129760
 Street Address 14011 Susan Ct. Telephone # 494-6432
 Mailing Address 14011 Susan Ct

Not in LCISD

Printed Name Sandra Hubenak Date 12-7-89
 Signature Sandra L. Hubenak Voter Reg. # 78154
 Street Address 2815 Cypress Ln. Telephone # 342-9433
 Mailing Address P.O. Box 77471

AS PER ORIGINAL

Printed Name To Etta Welborn Date 12-5-89
 Signature To Etta Welborn Voter Reg. # 39865
 Street Address 1400 Mimosa Bend Telephone # 342-6029
 Mailing Address same

Printed Name ALICE SUEC Date 12/5/89
 Signature Alice Suec Voter Reg. # 24690
 Street Address 1309 Bernie Telephone # 342-6071
 Mailing Address Rosenberg, Texas

Printed Name JOHN W. HULETT Date 12/5/89
 Signature John W. Hulett Voter Reg. # 11347
 Street Address 1115 Country Dr. Telephone # 431-6254
 Mailing Address Richmond, Texas 77469

Printed Name Anita Kopycinski Date 12-5-89
 Signature Anita Kopycinski Voter Reg. # 0013284
 Street Address 8930 FM 762 Telephone # 5458628
 Mailing Address RR1 Box 570 Richmond TX

Printed Name EDWIN KOPYCINSKI Date 12-5-89
 Signature Edwin Kopycinski Voter Reg. # 00013286
 Street Address 8930 FM 762 Telephone # 5458628
 Mailing Address RR1 Box 570 Richmond TX

Printed Name Helen Justine Huseilton Date 12-5-89
 Signature Helen Justine Huseilton Voter Reg. # 28696
 Street Address 4903 Mimosa Telephone # 342-5025
 Mailing Address Richmond, TX. 77469

Printed Name Joy Rosenbaum Date 12-5-89
 Signature Joy Rosenbaum Voter Reg. # 135350
 Street Address 2026 Briar Ridge Telephone # 232-6528
 Mailing Address Rosenberg, Tx. 77471

Printed Name JEAN TRAYLOR Date 12-5-89
 Signature Jean Traylor Voter Reg. # 80379
 Street Address 1802 Quaker Telephone # 232 8117
 Mailing Address Rosenberg, TX. 77471

AS PER ORIGINAL

Printed Name GINGER PEELE Date 12-5-89
 Signature Ginger (Peele) Voter Reg. # 104236
 Street Address 4724 Greenwood - Rosenberg Telephone # 341-9733
 Mailing Address SAME

Printed Name JANITA KALUZA Date 12-5-89
 Signature Janita Kaluza Voter Reg. # 127757
 Street Address 5915 Shingitip Telephone # 113-3421890
 Mailing Address Richmond, TX 77469

Printed Name Sharon Davis Date 12-5-89
 Signature Sharon C. Davis Voter Reg. # 5359
 Street Address 1804 Cypress Telephone # 342-6828
 Mailing Address Richmond, TX 77469

Printed Name Cathryn C. Merritt Date 12-5-89
 Signature Cathryn C. Merritt Voter Reg. # 141222
 Street Address 1111 Golfview #616 Telephone # 232-5446
 Mailing Address Richmond, TX 77469

Printed Name KAYLA VILLAGOMEZ Date 12/5/89
 Signature Kayla Villagomez Voter Reg. # 409387-2481
 Street Address Rt 1 Box 202, Bayley Telephone # 774170
 Mailing Address SAME

Printed Name MELISSA HOPKINS Date 12/5/89
 Signature Melissa Hopkins Voter Reg. # 127102
 Street Address 1111 Golfview #806 Telephone # 341-9376
 Mailing Address SAM Richmond, TX 77469 was 2208 Ripple Creek, Rosenberg

Printed Name DIONICIA BALADEZ Date 12-5-89
 Signature Dioncia - Baladez Voter Reg. # 116290
 Street Address 715 Land Grant Telephone # 341-7063
 Mailing Address Richmond, TX 77469 was 506 Burnett, Richmond.

Printed Name JOAN RAMIREZ Date 12-5-89
 Signature Joan Ramirez Voter Reg. # 232-9478
 Street Address 1301 Preston St. Telephone # 232-9478
 Mailing Address SAME

AS PER ORIGINAL

✓ Printed Name Joseph Robert Smith Date 12-5-89
 Signature Joseph Robert Smith Voter Reg. # 00023506
 Street Address 1900 LINDROCK OAKS RICH TX 77469 Telephone # 232-6780
 Mailing Address Same

X Printed Name MARY K. CLARK Date 12-5-89
 Signature Mary K. Clark Voter Reg. # 00125957
 Street Address 2310 Primrose Ct Richmond Telephone # 342-9442
 Mailing Address Same

Cancel
 Moved
 10-1-89

✓ Printed Name Lancey Garcia Date 12-7-89
 Signature Lancey Garcia Voter Reg. # 00055762
 Street Address 1811 Life Path Dr. #807 Telephone # 342-2811 Ext. 2133
 Mailing Address Same Rosenberg

✓ Printed Name Jeanette Quam Date 12-7-89
 Signature JEANETTE QUAM Voter Reg. # 118642
 Street Address 2901 Airport Ave #604 Telephone # 232-3344
 Mailing Address Rosenberg, TX 77471 box 3009 Turtle Creek, Rosenberg

✓ Printed Name Linda Saldares Date 12-7-89
 Signature Linda Saldares Voter Reg. # 80355
 Street Address 902 Bent Creek Telephone # 342-0677
 Mailing Address Richmond, TX

✓ Printed Name Nancy Jacobson Date 12-7-89
 Signature Nancy Jacobson Voter Reg. # 69443
 Street Address 2215 Korte Rd. Telephone # 232-3307
 Mailing Address Rt. 1 Box 193 Ros.

✓ Printed Name Alicia Palacios Date 12-7-89
 Signature Alice Palacios Voter Reg. # 143106
 Street Address Rt. 3, Box 75-K Telephone # 409-793-5122
 Mailing Address Richmond, Tx. 77469 4306 Pine Meadow, Richmond

✓ Printed Name MARY FRANCES HIPUSKA Date 12-7-89
 Signature Mary Frances Hipuska Voter Reg. # 79439
 Street Address 5301 BIRCHGLEN Telephone # 232-258-
 Mailing Address Rt 4 Box 818 RICHMOND, TX 77469

AS PER ORIGINAL

Printed Name Rudy G. Ybarra Date 12-4-89
 Signature Rudy G. Ybarra Voter Reg. # 150290
 Street Address 1409 Brazos St Telephone # 232-4902
 Mailing Address Same

Printed Name ALLAN Fikes Date 12-4-89
 Signature Allo Fikes Voter Reg. # 138543
 Street Address 2210 Hollow bend Telephone # 342-4225
 Mailing Address Same

Printed Name E. L. Fikes Date 12-6-89
 Signature E. L. Fikes Voter Reg. # 7094
 Street Address 819 Newton Dr Telephone # 342-3640
 Mailing Address Richmond, Tex. 77469

Printed Name CARL SPRADLEY Date 12-4-89
 Signature Carl Spradley Voter Reg. # 102520
 Street Address 4923 Riverwood Telephone # 341-4672
 Mailing Address 4923 Riverwood TX 77469

Printed Name Betty Fikes Date 12-5-89
 Signature Betty Fikes Voter Reg. # 7093
 Street Address 819 Newton Dr Telephone # 342-3640
 Mailing Address Richmond, Tex 7746

Printed Name Belinda A Swor Date 12/6/89
 Signature Belinda A Swor Voter Reg. # 7093
 Street Address 6209 Homestead #2 Telephone # 232-5127
 Mailing Address Rosenberg, Tx 77471

Printed Name Mark Pustejovsky Date 12-8-89
 Signature Mark Pustejovsky Voter Reg. # 124617
 Street Address 602 Crawford Telephone # 232-3977
 Mailing Address 602 Crawford Richmond 2720 Avenue G., Rosenberg

Printed Name ALTON JVERGENS Date 12-10-89
 Signature Alton Jvergens Voter Reg. # 12394
 Street Address 1110 Southgate Telephone # 232-2244
 Mailing Address 1110 Southgate Rosenberg

AS PER ORIGINAL

Printed Name Ronald J. Venghaus Jr. Date 12-8-89
 Signature Ronald J. Venghaus Jr. Voter Reg. # 26186
 Street Address 3614 Ave. R Telephone # 342-4790
 Mailing Address 3614 Ave R Rosenberg Tx 77471

Printed Name Joy K. Jozwiak Date 12-8-89
 Signature Joy K. Jozwiak Voter Reg. # 00055876
 Street Address Rt 2 Box 128 (2512 BAR Rd) Telephone # 232-2294
 Mailing Address Rt 2 Box 128 Rosenberg

Printed Name Allen Jozwiak Date 12-8-89
 Signature Allen Jozwiak Voter Reg. # 00055474
 Street Address 2512 Bar Rd. Telephone # 232-2294
 Mailing Address Rt 2 Box 128 Rosenberg

Printed Name Thomas A. Pawelek Date 12/10/89
 Signature Thomas A. Pawelek Voter Reg. # 191160
 Street Address RT 2 BOX 147-B Telephone # 342-2917
 Mailing Address Rosenberg, Tx 77471 (511 Terry Ln)

Printed Name Carol Pawelek Date 12/10/89
 Signature Carol Pawelek Voter Reg. # 19156
 Street Address Rt. 2, Box 147B Telephone # 342-2917
 Mailing Address Rosenberg, Tx. 77471 (511 Terry Ln)

Printed Name George F Kingelin Date 10 Dec 1989
 Signature George F Kingelin Voter Reg. # 12951
 Street Address Rt 2 Box 148 Telephone # 342-6315
 Mailing Address 915 Baker Rd Rch 77471

Printed Name Wm. H. Smith Date 12-10-89
 Signature W H Smith Voter Reg. # 40935
 Street Address Rt 2 Box 148A (915 Baker Rd) Telephone # 342-4909
 Mailing Address Rosenberg, Tx 77471

Printed Name JANET SMITH Date 12-10-89
 Signature Janet Smith Voter Reg. # 97998
 Street Address Rt 2 Box 148A (915 Baker Rd) Telephone # 342-4909
 Mailing Address ROSENBERG Tx 77471

AS PER ORIGINAL

Printed Name Dee Wright Date 12/7/89
 Signature Dee Wright Voter Reg. # 92664
 Street Address 1911 Pilgrimage Ct Telephone # 232-6281
 Mailing Address 1911 Pilgrimage Ct Richmond Tx 77469

Printed Name FRANKIE R. FLORES Date 12-7-89
 Signature Frankie R. Flores Voter Reg. # 1
 Street Address 2733 DAVIS ROSENBERG TX 77471 Telephone # 342-1102
 Mailing Address 2733 DAVIS ROSENBERG TX 77471

Printed Name Sherry McWhorter Date 12-9-89
 Signature Sherry McWhorter Voter Reg. # 62427
 Street Address 1307 Brooks Ave. Telephone # 232-3503
 Mailing Address Rosenberg, TX 77471

Printed Name Clavin Cruz Date 12-11-89
 Signature Clavin Cruz Voter Reg. # 29624
 Street Address 1100 Allen St Telephone # 232-9211
 Mailing Address 1100 Allen St Rosenberg TX 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.068 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name Duree B. Jorgensen Date 12-5-89
 Signature Duree B. Jorgensen Voter Reg. # 131572
 Street Address 1807 Mulberry, Richmond, TX 77469 Telephone # 713 3420654
 Mailing Address Same

Printed Name W.E. TRAUTWEIN Date 12-5-89
 Signature W.E. Trautwein Voter Reg. # 25499
 Street Address 1807 Mulberry Telephone # 342-0654
 Mailing Address 11

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name DAN IRVEL IVES Date 12-5-89
 Signature [Signature] Voter Reg. # 00124284
 Street Address 2500 Pecan Drive Telephone # 232-4860
 Mailing Address (Same)

Printed Name Martha Sharon Ives Date 12-5-89
 Signature M. Sharon Ives Voter Reg. # 125188
 Street Address 2500 Pecan Dr. Telephone # 232-4860
 Mailing Address 2500 Pecan Dr. Rosenberg, Tx 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name JO ANN Zapalac Date 12-5-89
 Signature [Signature] Voter Reg. # ~~4-11116~~ 83505
 Street Address 2736 Cypress / Rosenberg Telephone # 232-6706
 Mailing Address Same

Printed Name Magdalene Kucherka Date 12-5-89
 Signature Magdalene Kucherka Voter Reg. # ~~12-5-89~~ 13633
 Street Address 808 Creek Road Telephone # 232-3269
 Mailing Address Same

Printed Name RAYMOND SAGE Date 12-5-89
 Signature [Signature] Voter Reg. # 0002/881
 Street Address 1520 Tobole Telephone # 343-3017
 Mailing Address P.O. BOX 427 Rosenberg TX 77471

Printed Name STEVEN K ONSTAD Date 12/5/89
 Signature [Signature] Voter Reg. # 18559
 Street Address 1406 BROOKS ST ROS TX 77471 Telephone # 341-0565
 Mailing Address RT2 BOX 29 RICHMOND TX 77469 ^{W300} 1305 Richmond Ct, Richmond

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name THOMAS E. MOODY Date 12/5/89
 Signature Thomas E. Moody Voter Reg. # 00017245
 Street Address Rt #1, Box 640 420 Carroll Rd Telephone # 343-0035
 Mailing Address RICHMOND, TX 77469

Printed Name Carolyn Moody Date 12-5-89
 Signature Carolyn Moody Voter Reg. # 17240
 Street Address Rt. 1 Box 640 420 Carroll Rd Telephone # 343-0035
 Mailing Address Richmond, TX 77469

Printed Name Cheryl Sullivan Date 12-5-89
 Signature Cheryl Sullivan Voter Reg. #
 Street Address 13515 Highway Telephone # 713/494-7077
 Mailing Address Some Sugar Land
Sugar Land, TX 77478

Printed Name SAM KRUSE Date 12-5-89
 Signature Sam Kruse Voter Reg. #
 Street Address 1811 Creekshire Drive Telephone # 713/980-2918
 Mailing Address Sugar Land, TX 77478

Printed Name JANICE KRUSE Date 12-5-89
 Signature Janice E. Kruse Voter Reg. #
 Street Address 1811 CREEKSHIRE Telephone # 980-2918
 Mailing Address SUGAR LAND, TX 77478

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name Linda Wilkinson Date 12-5-89
 Signature Linda Wilkinson Voter Reg. # 76233
 Street Address 3707 Glenmeadow Telephone # 342-4664
 Mailing Address Rosenberg, TX 77471

Printed Name LARRY WILKINSON Date 12-5-89
 Signature Larry Wilkinson Voter Reg. # 00027414
 Street Address 3707 Glenmeadow Telephone # 342-4664
 Mailing Address Rosenberg, TX 77471

Printed Name CHESLEY D GRAHAM Date 12-5-89
 Signature Chesley D Graham Voter Reg. # 109990
 Street Address 7023 BUCHANAN DR. Telephone # 343-1000
 Mailing Address Richmond TX 77469

Printed Name WILLIAM G GRAHAM Date 12-5-89
 Signature William G Graham Voter Reg. # 110016
 Street Address 7023 BUCHANAN DR Telephone # 343-1000
 Mailing Address Richmond TX 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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✓ Printed Name Rebecca A. Corell Date 12/5/89
 Signature Rebecca A. Corell Voter Reg. # 54302
 Street Address 915 Best Creek Ct. Telephone # 342-9139
 Mailing Address Richmond, TX 77469

✓ Printed Name Orin W. Corell Date 12/5/89
 Signature Orin W. Corell Voter Reg. # 0054301
 Street Address 915 Best Creek Ct. Telephone # 342-9139
 Mailing Address Richmond, TX 77469

✓ Printed Name Nancy Hartmann Date 12/5/89
 Signature Nancy Hartmann Voter Reg. # 71640
 Street Address P.O. Box 143 1125 Baker Telephone # 232-2504
 Mailing Address Rosenberg, Tx. 77471

✓ Printed Name Daryl Hartmann Date 12/5/89
 Signature Daryl Hartmann Voter Reg. # 9995
 Street Address P.O. Box 143 1125 Baker Telephone # 232-2504
 Mailing Address Rosenberg, Tx. 77471

✓ Printed Name SUE PATTON Date 12-5-89
 Signature Sue Patton Voter Reg. # 127282
 Street Address 1807 HAWTHORN Telephone # 341-5041
 Mailing Address Richmond, TX 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name H. G. Knauth Date 12/5/89
 Signature H. G. Knauth Voter Reg. # 13090
 Street Address 1134 Lindsey Dr Telephone # 342-2831
 Mailing Address Rosenberg, TX 77471

Printed Name Proba Carrillo Date 12-5-89
 Signature Proba Carrillo Voter Reg. # 100129
 Street Address 1507 Morton League Telephone # 341-8451
 Mailing Address Richmond, Tex 77469

Printed Name Rosemary Carrillo Date 12-5-89
 Signature Rosemary Carrillo Voter Reg. # 138017
 Street Address 1507 Morton League Telephone # 341-8451
 Mailing Address _____

Printed Name Vicki Ward Date 12-5-89
 Signature Vicki Ward Voter Reg. # 70786
 Street Address 1117 Lindsey Telephone # 342-9779
 Mailing Address Rosenberg

Printed Name Walter Lane Ward Date 342-9779
 Signature Lane Ward Voter Reg. # 70785
 Street Address 1117 Lindsey Telephone # _____
 Mailing Address Rosenberg, TX

Printed Name LINDA WATSON MOODY Date 12-5-89
 Signature Linda Watson Moody Voter Reg. # 00061260
 Street Address 2002 WARD ST. Telephone # 232-2888
 Mailing Address ROSENBERG, TX 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name RICHARD L. ADAMS Date 11-30-89
 Signature Richard L. Adams Voter Reg. # 68514
 Street Address 2839 KOVAR Telephone # 342-3890
 Mailing Address RT 1 Box 77 Richmond 77469

Printed Name Henry W. Kopyewski Date Nov 30, 1989
 Signature Henry W. Kopyewski Voter Reg. # 76828
 Street Address 6031 FM 2218 Telephone # 232-2026
 Mailing Address 6031 FM 2218 Richmond, Tex 77469

Printed Name Jimmie Grant, JR Date 11-30-89
 Signature Jimmie Grant, JR Voter Reg. # 57001
 Street Address Rt 1 Box 23 834 Powerline Telephone # 232-5642
 Mailing Address Richmond Tx 77469

Printed Name CAYETANO SILVA JR Date 11/31/89
 Signature Cayetano Silva Jr Voter Reg. # 159178
 Street Address 4723 RAY A MEN Telephone # 713-342-9314
 Mailing Address Richmond, Tex.

Printed Name CAYETANO SILVA JR Date 11/31/89
 Signature Cayetano Silva Jr Voter Reg. # 159178
 Street Address 2630 CHINA BLOSSOM CR Telephone # 612-9314
 Mailing Address Richmond TX 77469

Printed Name XAVIER KALUZA Date 11/30/89
 Signature Xavier Kaluza Voter Reg. # 127757
 Street Address 5715 Springtop Telephone # 342-1590
 Mailing Address Richmond

Printed Name ARNOLDO OCHOA JR. Date 11/30/89
 Signature Arnoldo Ochoa Jr Voter Reg. # 127757
 Street Address 11729 RAY A MEN RD Telephone # 232-6930
 Mailing Address Rt 1 Box 363

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AS PER ORIGINAL

Printed Name PATRICIA PALOMARES Date 12-02-89
 Signature Patricia Palomares Voter Reg. # 77461
 Street Address 1231 MEADOWGREEN LN NEEDVILLE Telephone # 713-5292
 Mailing Address same

Printed Name Jim Lyda, Sr Date 12-02-89
 Signature Jim Lyda Voter Reg. # 113614
 Street Address PO BOX 131 ROSENBERG Telephone # 713-3427248
 Mailing Address 5611 Killdeer 77471

Printed Name ~~XXXXXXXXXX~~ Date ~~XXXXXXXXXX~~
 Signature ~~XXXXXXXXXX~~ Voter Reg. # ~~XXXXXXXXXX~~
 Street Address ~~XXXXXXXXXX~~ Telephone # ~~XXXXXXXXXX~~
 Mailing Address ~~XXXXXXXXXX~~

Printed Name JAMES H. HUFF Date 12/4/89
 Signature JH Huff Voter Reg. # 82935
 Street Address 2411 Chestnut Rosenberg Telephone # 341-7717
 Mailing Address Rosenberg

Printed Name Virginia EVANS Date 12-4/89
 Signature Virginia Evans Voter Reg. # 6805
 Street Address 5008 Kimism Dr. Telephone # 343-1076
 Mailing Address Rt 3 Box 133K Richmond

Printed Name ROBERT R SMITH Date 12-4-89
 Signature Robert R. Smith Voter Reg. # 125948
 Street Address 6440 CAROLINE Telephone # 793-6930
 Mailing Address RICHMOND TX

Printed Name SHARON T. GREENMAN Date 12/04/89
 Signature Sharon T. Greenman Voter Reg. # 83854
 Street Address 5112 WHITEWING DR. Telephone # 341-6820
 Mailing Address Rt. 1, Box 416 RICHMOND, TX.

Printed Name Tanya Guidry Date 12/4/89
 Signature Tanya Guidry Voter Reg. # 64851
 Street Address Rt. 1 Box 1371 Telephone # 232-2953
 Mailing Address Rosenberg TX 221 Twin Lane
was 221 Twin Ln

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name William H. GRAEBER Date 11-30-89
 Signature William Graeber Voter Reg. # 00008813
 Street Address 210 EIGHTH Telephone # 409-387-2250
 Mailing Address BEASLEY - TX 77417 - Rt. 1, Box 230

Printed Name DEAN K. LEAMAN Date 11/30/89
 Signature Dean K. Leaman Voter Reg. # 14074
 Street Address 3114 MAIN AVE. Telephone # 342-4037
 Mailing Address 1621 AVE H - ROSENBERG

Printed Name RAYMOND S. SAGE Date 11-30-89
 Signature Raymond Sage Voter Reg. # 00021881
 Street Address 1520 Toboia Telephone # 342-3017-342-5571
 Mailing Address P.O. Box 427

Printed Name JANICE FREUDENSPRUNG Date 11-30-89
 Signature Janice Freudensprung Voter Reg. # 7627
 Street Address 700 WILBURN - ROSENBERG Telephone # 713-342-9137
 Mailing Address SAME 77471

Printed Name Donald Kolkmeier Date 11-30-89
 Signature Donald Kolkmeier Voter Reg. # 00013255
 Street Address 827 Klare Telephone # 342-5125
 Mailing Address 827 Klare, Rosenberg Tx 77471

Printed Name Kenneth Richter Date 11-30-89
 Signature Kenneth Richter Voter Reg. # 60659
 Street Address 1626 Hartledge Rd. Telephone # 342-1451
 Mailing Address Rt. 1, Box 140AB, Rosenberg, Tx 77471

Printed Name Malinda Emma GRAEBER Date 11-30-89
 Signature Malinda Graeber Voter Reg. # 00008807
 Street Address 210 Eighth - Beasley Telephone # 409-387-2250
 Mailing Address Rt. 1, Box 230, Beasley, TX 77417

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NO PER ORIGINAL

Printed Name Carolyn Sabersula Date 12/6/89
 Signature Carolyn Sabersula Voter Reg. # 21891
 Street Address 415 North Second - Beasley Telephone # 409-387-2455
 Mailing Address P.O. Box 32 Beasley, Texas 77417

Printed Name Linda Mickelson Date 12/6/89
 Signature Linda Mickelson Voter Reg. # 00043695
 Street Address 1718 Ave. L - Rosenberg Telephone # 713-232-5745
 Mailing Address (same)

Printed Name Minerva V. Carter Date 12/6/89
 Signature Minerva V. Carter Voter Reg. # 109843
 Street Address 1418 Louise Rosenberg Telephone # 713-342-2652
 Mailing Address (same)

Printed Name Regina Farley Date 12-6-89
 Signature Regina Farley Voter Reg. # 82775
 Street Address 2901 Airport Ave #112 Ros. Telephone # 232-7138
 Mailing Address (same)

Printed Name GAIL MATTHEWS Date 12/6/89
 Signature Gail Matthews Voter Reg. # 141337
 Street Address 9511 Cardinal Beasley Telephone # 387-2428
 Mailing Address Rt. 1 Box 209L Beasley

Printed Name Charlotte King Date 12/8/89
 Signature Charlotte King Voter Reg. # 62143
 Street Address 3809 Ave P. Rosenberg Telephone # 232-4958
 Mailing Address 3809 Ave P. Rosenberg Tx 77471

Printed Name Marla Thompson Date 12/8/89
 Signature Marla Thompson Voter Reg. # 70137
 Street Address 6603 Harper's Dr. Richmond Telephone # 343-9237
 Mailing Address (same)

Printed Name BARBARA KETTLER Date 12/8/89
 Signature Barbara Kettler Voter Reg. # 65849
 Street Address 7408 Ave P 6104 Homestead Telephone # 232-2597
 Mailing Address (same) Rosenberg

RECEIVED

Printed Name PATRICIA Johnston Date 12-8-89
 ✓ Signature Patricia A Johnston Voter Reg. # 142455
 Street Address 1208 Brook # 9 Telephone # 342-7840
 Mailing Address Rosenberg, TX 77471

Printed Name LaVonne Pastor Date 12-8-89
 ✓ Signature LaVonne Pastor Voter Reg. # 159702
 Street Address 7410 AVE. A Telephone # 387-2400
 Mailing Address BEASLEY, TX. 77417

Printed Name Barbara Peehls Date 12-8-89
 ✓ Signature Barbara Peehls Voter Reg. # 19755
 Street Address 304 S. 1st St. Telephone # 387-2462
 Mailing Address P.O. Box 55, Beasley, TX. 77417

Printed Name Roy L. Sabrula Date 12-9-89
 ✓ Signature Roy L. Sabrula Voter Reg. # 21903
 Street Address 415 N. 2nd Beasley Telephone # 387-2455
 Mailing Address P.O. Box 32 Beasley, TX 77417

Printed Name Judy Janecsek Date 12-9-89
 ✓ Signature Judy Janecsek Voter Reg. # 33189
 Street Address 335 N 2nd - Beasley Telephone # 387-2391
 Mailing Address P.O. Box 225 Beasley, TX 77417

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name JULIE R. LASKOSKIE Date 12-5-89
 Signature [Signature] Voter Reg. # 13983
 Street Address 1823 Damar Rd Telephone # 342-5501
Rosenberg, TX 77471
 Mailing Address same

Printed Name John Rebeles Jr. Date 12-5-89
 Signature [Signature] Voter Reg. # 00062912
 Street Address 4811 FM 2218 Telephone # 342-
 Mailing Address Rt. 3 Box 9 Richmond, TX 77469

Printed Name Kristine M. Sulak Date 12/5/89
 Signature [Signature] Voter Reg. # [Signature]
 Street Address 2028 Hamilton Telephone # 232-4563
Rosenberg, TX 77471
 Mailing Address [Signature]

Printed Name KANDAL HEIDEMAN Date 12/5/89
 Signature [Signature] Voter Reg. # 00092757
 Street Address 2232 Ripple Creek Telephone # 342-4826
 Mailing Address Rosenberg, TX 77471

Printed Name Gulyn Haas Date 12/6/89
 Signature Evelyn Haas Voter Reg. # 00009391
 Street Address 621 Kinn Road Telephone # 232-3465
 Mailing Address 621 Kinn Road

Printed Name Bernice Dobash Date 12-6-89
 Signature Bernice Dobash Voter Reg. # 5843
 Street Address 2717 Edgum Rd. Telephone # 232 5703
 Mailing Address Rt 1 Box 5144 Rosenberg, TX

Printed Name Paula Parma Date 12/6/89
 Signature Paula Parma Voter Reg. # 155203
 Street Address 3311 Carolina Way Telephone # 342-4898
 Mailing Address Rt 2 Box 47-C Rsbj, TX

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

✓ Printed Name Herbert Garcia Date 12-5-89
 Signature HERBERT GARCIA Voter Reg. # 121499
 Street Address 813 Ave E Telephone # 342-5149
 Mailing Address 813 Ave E Rosenberg, Tx. 77471

✓ Printed Name WANDA WARREN Date 12-6-89
 Signature Wanda Warren Voter Reg. # 26772
 Street Address 1901 J Meyer Rd Telephone # 232-2664
 Mailing Address Rt 1 Box 104 Richmond 77469

✗ Printed Name Naomi Holtkamp Date 12-6-89
 Signature Naomi Holtkamp Voter Reg. # 232-2924
 Street Address 1212 Miller Telephone # 77471
 Mailing Address Rosenberg, Tx. 77471

✓ Printed Name Linda Schesta Date 12-6-89
 Signature Linda Schesta Voter Reg. # 81356
 Street Address 4106 Kleisthoff Rd Telephone # 232-9430
 Mailing Address Rosenberg, TX. 77471

✓ Printed Name Stephen Hammond Date 12-6-89
 Signature Stephen Hammond Voter Reg. # 00010021
 Street Address 8026 FM 723 Telephone # 342-3170
 Mailing Address Richmond, Tex. 77469

✓ Printed Name Diana Stevenson Date 12-6-89
 Signature 2005 Long Dr Voter Reg. # 30235
 Street Address Richmond, TX 77469 Telephone # 341-5835
 Mailing Address _____

✓ Printed Name Bernest J. Hracneuy Date 12/6/89
 Signature Bernest J. Hracneuy Voter Reg. # 49675
 Street Address 1716 W 1st St Telephone # 232-6503
 Mailing Address Rosenberg, Texas 77471

✓ Printed Name G. B. Michulka Date 12-6-89
 Signature G. B. Michulka Voter Reg. # 16798
 Street Address Rt 1 Box 225-C Telephone # 409-387-2523
 Mailing Address Beasley TX 77417
106 Hardin

AS PER ORIGINAL

Printed Name Sharon Engelhardt Date 12/6/89
 Signature Sharon Engelhardt Voter Reg. # 58877
 Street Address 2100 Palm Ct Telephone # 232-2441
 Mailing Address Rosenberg, Tx 77471 Same

Printed Name LEE DUNSIRN Date 12-7-89
 Signature Lee Dunsirn Voter Reg. # 70561
 Street Address RT. 4 Box 88RN Telephone # 341-0191
 Mailing Address RICHMOND, TX. 77469

Printed Name Louise Meadows Date 12-8-89
 Signature Louise Meadows Voter Reg. # 70561
 Street Address 205 Hillcrest Telephone #
 Mailing Address Richmond (Tx) 77469

Printed Name Roger Meyer Date 12-8-89
 Signature Roger Meyer Voter Reg. # 40429
 Street Address 6915 Fenske Telephone #
 Mailing Address Needville, Tex

Printed Name Mary Dietrich Date 12-8-89
 Signature Mary Dietrich Voter Reg. # 110579
 Street Address 1315 Winston Dr. Telephone # 232-2082
 Mailing Address P.O. Box 130 Richmond Tx 77469
 was (2931 Caroline St) Needville

Printed Name Geoff Miller Date 8 Dec 89
 Signature Geoff Miller Voter Reg. # 16942
 Street Address PO Box 1014 Telephone #
 Mailing Address 4841 Fenske Rd Needville Tx 77461
 16035 Hwy 365

Printed Name Richard A. Harrell Date 12-8-89
 Signature Richard A. Harrell Voter Reg. # 9896
 Street Address P.O. Box 45 1610 Meyer Telephone #
 Mailing Address Rosenberg, Tex 77471

Printed Name KURT PANTMAN Date 12-8-89
 Signature Kurt Pantman Voter Reg. # 115552
 Street Address 3620 AVE O Telephone # 341-7884
 Mailing Address Rosenberg, Tx 77471

Wrong
certificate #Not
LOSD.Not
LOSD

AS PER ORIGINAL

Printed Name Jeff Humphries Date 12/8/89
 Signature [Signature] Voter Reg. # [Blank]
 Street Address 1203 Main Telephone # 342-5801
 Mailing Address Richmond TX 77469

Printed Name MARY STAINONA Date 12-9-89
 Signature [Signature] Voter Reg. # [Blank]
 Street Address RT 1 Box 488 1115 Sycamore Telephone # 232-6087
 Mailing Address RICHMOND, TEXAS 77471

Printed Name Verna Lou Rosenbalm Date 12-8-89
 Signature Verna Lou ROSENBALM Voter Reg. # 21611
 Street Address 1100 Bernard Telephone # 232-2289
 Mailing Address Rosenberg Texas

Printed Name P. MICHAEL WELLS Date 12-8-89
 Signature [Signature] Voter Reg. # 86532
 Street Address 5806 JAMES LANE Telephone # 346-1620
 Mailing Address FULSHEAR TX 77441
Oak Hill Ranch

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AS PER ORIGINAL

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name Rhonda Williams Cavender Date 11-30-89
 Signature Rhonda Williams Cavender Voter Reg. # 00080653
 Street Address 1732 Junker Street Telephone # 342-7699
 Mailing Address Rosenberg, Texas 77471

Printed Name Janet Traylor Gutowsky Date 11-30-89
 Signature Janet Traylor Gutowsky Voter Reg. # 00050339
 Street Address 2408 Freeway Manor Dr. Telephone # 232-2636
 Mailing Address Rosenberg, Texas 77471

Printed Name DOUGLAS ALAN CAVENDER Date 11-30-89
 Signature Doug Cavender Voter Reg. # 00080652
 Street Address 1732 JUNKER ST. Telephone # 342-7699
 Mailing Address ROSENBERG, TEXAS 77471

Printed Name Diana Williams Rockwell Date 12-4-89
 Signature Diana W. Rockwell Voter Reg. # 121427
 Street Address Rt. 4 Box 633 Telephone # 713/342-9211
 Mailing Address Richmond, TX 77469
JOHNSON 4203 Glenwood

Printed Name Dorothy Richter Date Dec. 6, 1989
 Signature Dorothy Richter Voter Reg. # 20896
 Street Address 1214 Oak Creek Dr. Telephone # 342-8239
 Mailing Address Richmond, TX. 77469

Printed Name Bennie Richter, Jr. Date Dec. 6, 1989
 Signature Bennie Richter Voter Reg. # 20894
 Street Address 1214 Oak Creek Dr. Telephone # 342-8238
 Mailing Address Richmond, TX. 77469

Printed Name Susan Frost Harbaugh Date 12-6-89
 Signature Susan F Harbaugh Voter Reg. # 67370
 Street Address 1211 Dudley Telephone # 232-5599
 Mailing Address Richmond, Texas 77469

A legal description of the miles and bounds of the area to be annexed is attached to this page.

Printed Name MARQUITA Walker Cantwell Date 12-5-89

Signature Marquita Cantwell Voter Reg. # 114503

Street Address 7200 Foster Island Telephone # 342-2110

Mailing Address Richmond, TX 77469

Printed Name Faye Dodd Anderson Date 12-5-89

Signature Faye Anderson Voter Reg. #

Street Address P.O. Box 67 Telephone # 409-234-2366

Mailing Address East Benue, TX 77435

Printed Name Sherry Tucker Watson Date 12-5-89

Signature Sherry Tucker Watson Voter Reg. # 76343

Street Address 1604 Alcock Road Telephone # 713-545-8774

Mailing Address Rt. 1 Box 757

(Julia Pile Harrison)

Printed Name Julia P. Harrison Date 12-5-89

Signature Julia P. Harrison Voter Reg. # 50378

Street Address 1507 Long Drive Telephone # 342-2979

Mailing Address Richmond, Texas 77469

(Oberhoff)

Printed Name Kariese Meyer Date 12-5-89

Signature Kariese Meyer Voter Reg. #

Street Address 2315 Briar Ridge Telephone # 342-2569

Mailing Address Rosenberg, TX 77471

Printed Name Edce Sinclair (Davis) Date 12-5-89

Signature Edce L. Sinclair Voter Reg. # 00157013

Street Address 1212 Houston Telephone # 232-7184

Mailing Address 1212 Houston, Rosenberg, TX 77471

Printed Name Marilyn J. Oberhoff (Henrickson) Date 12-5-89

Signature Marilyn J. Oberhoff Voter Reg. # 00057804

Street Address 817 Brooks Telephone # 341-7101

Mailing Address Rosenberg, Texas 77471

Printed Name Samuel Thompson Date 12-5-89

Signature Samuel Thompson Voter Reg. # 25161

Street Address P.O. Box 631 4819 Smiley Telephone # 346-1557

Mailing Address Seminole, TX 77476

Estes

Printed Name Caren Nichols Date 12.5.89
Signature Caren Nichols Voter Reg. # 125051
Street Address 6811 Blue Ridge Telephone # 545-8237
Mailing Address Richmond Tx 77469

Printed Name Deborah Bruskay Jones Date 12-5-89
Signature Deborah Jones Voter Reg. # 125051
Street Address 4813 Dogwood Telephone # 232-2366
Mailing Address Rosenberg, TX 77471

Printed Name BARBARA Mudd REBECK Date 12-10-89
Signature Barbara Rebeck Voter Reg. # 126107
Street Address 1505 Sabala Telephone # 342-4881
Mailing Address P.O. Box 944 - Rosenberg, Tex. 77471

Printed Name WILLIAM K FOX Date 12-10-89
Signature William K Fox Voter Reg. # 40582
Street Address 2710 DAVIS ST (ROSENBERG) Telephone # 713-341-7110
Mailing Address SAME AS ABOVE

Printed Name DENNIS L. MURPH Date 12-10-89
Signature Dennis L. Murph Voter Reg. # 88458
Street Address 6922 PICHETT Telephone # 545-8103
Mailing Address SAME

Printed Name HARVEY A. BRYSON Date 12-10-89
Signature Harvey A Bryson Voter Reg. # 79121
Street Address 2625 TRUMAN CIRCLE Telephone # 713-342-1878
Mailing Address ↑ Rosenberg Tx 77471

Printed Name GEORGE A. BURON Date 12-10-89
Signature George A. Buron Voter Reg. # 137846
Street Address 4115 Junker 4720 Reading Rd Telephone # 713-341-8326
Mailing Address 4115 Junker, Rosenberg Tx 77471

Printed Name Nancy F. Fox Date 12/10/89
Signature NANCY F FOX Voter Reg. # 70330
Street Address 2716 DAVIS RO. TX Telephone # 341-7110
Mailing Address same

AS PER ORIGINAL

Snitchler
 Printed Name Paula Skoda Date 12-10-89
 Signature Paula Skoda Voter Reg. # 66460
 Street Address 5904 Homestead Rd Telephone # 342-8310
 Mailing Address Rosenberg, TX. 77471

Printed Name LARRY W. SKODA Date 12-10-89
 Signature Larry W. Skoda Voter Reg. # 66459
 Street Address 5904 Homestead Telephone # 342-8310
 Mailing Address ROSENBERG TX 77471

Printed Name AUBREY VINCENT Date 12-10-89
 Signature Aubrey Vincent Voter Reg. # 126990
 Street Address # 2515 RICHARD Telephone # 232-0291
 Mailing Address ROSENBERG TX 77471

Printed Name TONNIE VINCENT (READ) Date 12-10-89
 Signature Tonnie Vincent Voter Reg. # 126990
 Street Address 2515 Richard Telephone # 232-0291
 Mailing Address ROSENBERG, TX. 77471

Printed Name GLORIA WIGGINS EDWARDS Date 12/10/89
 Signature Gloria W. Edwards Voter Reg. # 00054393
 Street Address 1720 AVO. R Telephone # 342-8580
 Mailing Address Rosenberg TX. 77471

Printed Name NILDA RODRIGUEZ MONTECINOS Date 12-10-89
 Signature Nilda Montecinos Voter Reg. # 110372
 Street Address 11627 Rock Fence Telephone # 341-8106
 Mailing Address Richmond, TX. 77469

Not in
LCISD

Printed Name LARRY S. MONTECINOS Date 12-10-89
 Signature Larry S. Montecinos Voter Reg. # 107402
 Street Address 11627 Rock Fence Telephone # 341-8106
 Mailing Address Richmond, Texas 77469

Not in
LCISD

Printed Name Joanne Verso BINGAMAN Date 12-10-89
 Signature Joanne Verso Bingham Voter Reg. # 142359
 Street Address 501 Newton Dr Sp#6 Telephone # 342-9003
 Mailing Address Richmond, TX. 77469

AS PER ORIGINAL

✓ Printed Name CLYDE A MAREK Date 12-10-89
 Signature Clyde Marek Voter Reg. # 00079114
 Street Address 3814 Ave O Telephone # 342-6659
 Mailing Address ROSENBERG TX.

X Printed Name Darlean Strickland Swallers Date 12-10-89
 Signature Darlean Swallers Voter Reg. # 50439
 Street Address 4801 Sandalwood Telephone # 232-6443
 Mailing Address Rosenberg, TX 77471

✓ Printed Name Martha Young Foster Date 12/10/89
 Signature Martha Y. Foster Voter Reg. # 138039
 Street Address 4720 Redbud Dr. Telephone # 232-4492
 Mailing Address Rosenberg, TX 77471

✓ Printed Name Rick FOSTER JR Date 12/10/89
 Signature Rick Foster Voter Reg. # 138013
 Street Address 4720 Redbud Telephone # 232-4492
 Mailing Address Rosenberg TX 77471

✓ Printed Name Gerald W. Thompson Date 12/10/89
 Signature Gerald Thompson Voter Reg. # 61399
 Street Address 1206 MacArthur Telephone # 232-5656
 Mailing Address Rosenberg TX

✓ Printed Name LINDA MACHA PAUKERT Date 12-10-89
 Signature Linda Paukert Voter Reg. # 00029230
 Street Address 1803 Junkin Telephone # 232-5237
 Mailing Address Rosenberg Texas 77471

✓ Printed Name Larry J. Paukert Date 12-10-89
 Signature Larry Paukert Voter Reg. # 00083200
 Street Address 1803 Junkin Dr. Telephone # 232-5237
 Mailing Address Rosenberg Texas 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.055 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote:

✓ Printed Name Silvia Amor Date 12/4/89
 Signature [Signature] Voter Reg. # 154277
 Street Address 7118 Tara Blue Ridge Telephone # 343-9167
 Mailing Address 7118 Tara Blue Ridge, Richmond, TX

✓ Printed Name M. Francis Skew Date 12/4/89
 Signature [Signature] Voter Reg. # 35241
 Street Address 1019 Brooks Telephone # 232-5906
 Mailing Address Rosenberg, Texas 77471

✓ Printed Name Sandra Startz Date 12-4-89
 Signature [Signature] Voter Reg. # 47376
 Street Address 1805 Laurel Oaks Telephone # 3427624
 Mailing Address Richmond, TX 77469
same as above

✓ Printed Name Larry L. Startz Date 12-4-89
 Signature [Signature] Voter Reg. # ~~47376~~ 24001
 Street Address 1805 Laurel Oaks Telephone # 3427624
 Mailing Address Richmond, TX 77469
same as above

✓ Printed Name PATSY KUBES Date 12/5/89
 Signature [Signature] Voter Reg. # 127793
 Street Address 2302 Pecan Wood (1703 Austin) Telephone # 232-9273
 Mailing Address Rosenberg, TX 77471
same as above Rosenberg

✓ Printed Name LOIS VANSLYKE Date 12-6-89
 Signature [Signature] Voter Reg. # 26018
 Street Address 500 Morton 1517 Thompson Rd Telephone # 342-4261
 Mailing Address Richmond, TX

✓ Printed Name L. Q. Van Slyke Date 12-6-89
 Signature [Signature] Voter Reg. # 33629
 Street Address 500 Morton Telephone # 342-4261
 Mailing Address Richmond, TX 77469

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

Printed Name Kathy Wellgast Date 12-8-89
 Signature Kathy Wellgast Voter Reg. # 124437
 Street Address 2214 Dakota Rd. Telephone # 343-9533
 Mailing Address Same

Printed Name Bosa Elva Garcia Date 12-8-89
 Signature Bosa Elva Garcia Voter Reg. # 124437
 Street Address 1125 Miller St Rosenberg Telephone # 343-9533
 Mailing Address Same

Printed Name Cody Jean Walker Date 12-10-89
 Signature Cody Jean Walker Voter Reg. # 00146846
 Street Address 4302 Quintana Rd Telephone # (713) 343-9533
 Mailing Address P.O. Box 64 Thompsons, TX 77481

Printed Name Wilford Arden Walker JR. Date 12-10-89
 Signature Wilford Arden Walker JR. Voter Reg. # 00146845
 Street Address 4302 Quintana Rd Telephone # (713) 343-9533
 Mailing Address P.O. Box 64 Thompsons, TX 77481

Printed Name Doris Van Slyke Date 12
 Signature Doris Van Slyke Voter Reg. # 36144
 Street Address 1311 Dudley Telephone # 342-9964
 Mailing Address Same

Printed Name Keva Van Slyke Date 12
 Signature Keva Van Slyke Voter Reg. # 69706
 Street Address 1311 Dudley / 1207 Elm Telephone # 342-9964
 Mailing Address Richmond, TX 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name SANDRA Wheeler Date 12-4-89
 Signature Sandra Wheeler Voter Reg. # 77684
 Street Address 1314 Elizabeth St Telephone # 342-8254
 Mailing Address SA Rosenberg Tx 77471

Printed Name Sandra Wheeler Date 12-4-89
 Signature Sandra Wheeler Voter Reg. # 77294
 Street Address 1314 Elizabeth St Telephone # 342-8254
 Mailing Address Rosenberg Tx

Printed Name Maricelis Maldonado Date 12-4-89
 Signature Maricelis Maldonado Voter Reg. # 143918
 Street Address 810 Brooks Rd Apt #504 Telephone # 341-8226
 Mailing Address Rosenberg, TX 77471 621 Washington

Printed Name JAMES W CLIFT Date 12-4-89
 Signature James W Clift Voter Reg. # 00004245
 Street Address 8611 Fm 359 Telephone # 342-3873
 Mailing Address Richmond, TX 77469

Printed Name Sylvia Laura Rendon Date 12/4/89
 Signature Laura Rendon Voter Reg. # 75183
 Street Address 203 SAN CARLOS 2717 AVE F Telephone # 232-2753
 Mailing Address Rt 2- Box 99B Rosenberg

Printed Name Melissa Ann Parker Date 12/4/89
 Signature Melissa Ann Parker Voter Reg. # 139163
 Street Address 1802 Runaway Swamp Ct Telephone # 341-7541
 Mailing Address 117 Allen St Richmond, TX 77469

Printed Name Gerard G Payne Date 12/4/89
 Signature Gerard G Payne Voter Reg. # 43540
 Street Address 14110 Bidel Rd Telephone # 343-1719
 Mailing Address Box 43 Thompsons Tx

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

✓ Printed Name Joyce Anna Bowker Date 12-4-89
Signature Joyce Bowker Voter Reg. # 2394
Street Address 1907 W. Laurel Oaks Telephone # 232-5553
Mailing Address Richmond, Tx 77469

1 Printed Name JoAnn Gorka Date 12-4-89
Signature JoAnn Gorka Voter Reg. # 45080
Street Address 2212 Spruce Telephone # 232 7671
Mailing Address Rosenberg

✓ Printed Name JERRY B. AE THGE Date 12.4.89
Signature Jerry Baethge Voter Reg. # 85335
Street Address 507 Jeff Davis Telephone # 343.0185
Mailing Address Richmond

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name GENE GROVES Date 12-9-89
 Signature Gene Groves Voter Reg. # 00043544
 Street Address 503 Bayou Dr. Telephone # 342-3073
 Mailing Address Richmond, Texas 77469

Printed Name LOU WARD Date 12/9/89
 Signature Lou Ward Voter Reg. # 00026705
 Street Address 501 BAYOU DR Telephone # 342-4414
 Mailing Address RICHMOND, TX 77469

Printed Name CAROLYN L. CULPEPPER Date 12-9-89
 Signature Carolyn L. Culpepper Voter Reg. # 00005005
 Street Address 500 Bayou Dr. Telephone # 232 5465
 Mailing Address RICHMOND, TX 77469

Printed Name EARL W. HANNA Date 12-9-89
 Signature Earl W. Hanna Voter Reg. # 00007651
 Street Address 504 BAYOU DRIVE Telephone # 342-3544
 Mailing Address RICHMOND, TX 77469

Printed Name MARION HANNA Date 12-9-89
 Signature Marion Hanna Voter Reg. # 00009652
 Street Address 504 Bayou Dr. Telephone # 342-3544
 Mailing Address Richmond, TX 77469

Printed Name BOB WRIGHT Date 12-9-89
 Signature Bob Wright Voter Reg. # 00053052
 Street Address 507 W. Bayou Dr Telephone # 342-2486
 Mailing Address Richmond, TX 77469

Printed Name J. L. WRIGHT Date 12-9-89
 Signature Jimmie L. Wright Voter Reg. # 00053053
 Street Address 507 West Bayou Dr. Telephone # 342-2486
 Mailing Address Richmond, Texas

¹ A legal description of the miles and bounds of the area to be annexed is attached to this page.

Printed Name Joanne Bailey Date Dec 9, 1989
 Signature Joanne Bailey Voter Reg. # 00138239
 Street Address 509 Bayou Drive Telephone # unlisted
 Mailing Address Richmond, Texas 77469

Printed Name Frank A. Bailey Date 12-9
 Signature Frank A. Bailey Voter Reg. # 00138240
 Street Address 509 Bayou Dr. Telephone # unlisted
 Mailing Address Richmond, TX 77469

Printed Name Frank J. Kruczyk Jr. Date DEC. 9, 1989
 Signature Frank Kruczyk Jr. Voter Reg. # 00013536
 Street Address 508 Bayou Dr. Telephone # 342-5358
 Mailing Address Richmond, Texas 77469

Printed Name Cynthia R. Howell Date 12-9-89
 Signature Cynthia R. Howell Voter Reg. # 00071819
 Street Address 1903 Shady Lane Telephone # 342-6724
 Mailing Address Richmond, TX 77469

Printed Name Patricia J. Howell Date 12-9-89
 Signature Patricia J. Howell Voter Reg. # 00008448
 Street Address 1907 Shady Lane Telephone # 342-3656
 Mailing Address Richmond TX 77469

Printed Name SUZANNE SABRSULA Date 12-9-89
 Signature Suzanne Sabrsula Voter Reg. # 00065743
 Street Address 2004 Shady Lane Telephone # 342-9347
 Mailing Address Richmond TX 77469

Printed Name Steven Allen Mangel Date 12-9-89
 Signature Steven Mangel Voter Reg. # 00135500
 Street Address 2004 Shady Lane Telephone # 341-9347
 Mailing Address Richmond, TX 77469

Printed Name Virginia Maxine Buford Date 12-9-89
 Signature Virginia M. Buford Voter Reg. # 00140965
 Street Address 604 Fairway Telephone # 342-4066
 Mailing Address 604 Fa Richmond, TX

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name MANUEL T. NASAR JR Date 12/7/89
 Signature Manuel T. Nasar Jr. Voter Reg. # 1336667
 Street Address 2306 Confederate Ct. #112 Telephone # 77469342-2943
 Mailing Address Same

Printed Name John P Love Date 12-10-89
 Signature John P Love Voter Reg. # 147685
 Street Address 2510 Glen Haven, Richmond Telephone # 342-0859
 Mailing Address Same

Printed Name Jackie S. Love Date 12-10-89
 Signature Jackie S. Love Voter Reg. # 147705
 Street Address 2510 Glen Haven, Richmond Telephone # 342-0854
 Mailing Address Same

Printed Name Raymond A. Foster Date 12/10/89
 Signature Raymond A. Foster Voter Reg. # 107030
 Street Address 2527 Glen Haven, Richmond Telephone # 341-8334
 Mailing Address Same

Printed Name CARLA A. FOSTER Date 12/10/89
 Signature Carla A. Foster Voter Reg. # 107031
 Street Address 2527 GLEN HAVEN (lane) Telephone # 341-8334
RICHMOND 77469
 Mailing Address Same

Printed Name Charlene Harris Date 12/10/89
 Signature Charlene Harris Voter Reg. # 00110124
 Street Address 2511 Glen Haven Telephone # 232-1063
 Mailing Address Richmond, Texas

Printed Name John L. Harris Sr Date 12/10/89
 Signature JOHN L. HARRIS Sr Voter Reg. # 00110161
 Street Address 2511 GLEN HAVEN Telephone # 232-1063
 Mailing Address Richmond, TX

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

Printed Name Evelyn Altinger Date 12-10-89
 Signature Evelyn Altinger Voter Reg. # 124452
 Street Address 2507 Glen Haven Telephone # 341-8347
 Mailing Address Richmond TX 77469

Printed Name CHRISTY EDMOND Date 12-10-89
 Signature Christy Edmond Voter Reg. # 124454
 Street Address 2507 GLEN HAVEN Telephone # 341-8347
 Mailing Address RICHMOND, TX

Printed Name Allen R. Rochau Date 12-10-89
 Signature Allen R. Rochau Voter Reg. # 117685
 Street Address 2506 Glen Haven Ln Telephone # 232-2330
 Mailing Address Richmond TX

Printed Name LARRY E. Rieneau Date 12-10-89
 Signature Larry E. Rieneau Voter Reg. # 93755
 Street Address 2423 GLEN HAVEN Telephone # 342-6837
 Mailing Address Richmond TX 77469

Printed Name CATHY RIENDEAU Date 12-10-89
 Signature Cathy Rieneau Voter Reg. # 93756
 Street Address 2423 Glen Haven Telephone # 3426837
 Mailing Address Richmond, TX 77469

Printed Name Scott Fuller Date 12-10-89
 Signature Scott A. Fuller Voter Reg. # 142684
 Street Address 2414 GLEN HAVEN Telephone #
 Mailing Address Richmond, TX 77469

Printed Name CATHY TAGLIABUE Date 12-10-89
 Signature Cathy Tagliabue Voter Reg. # 00115635
 Street Address 2410 Glen Haven Telephone # 232-1230
 Mailing Address Richmond, Tx 77469

Printed Name Doug Tagliabue Date 12-10-89
 Signature Doug Tagliabue Voter Reg. # 00120141
 Street Address 2410 Glen Haven Telephone # 232-1230
 Mailing Address Richmond TX 77469

AS PER ORIGINAL
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THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Name CLYDE C. KING, JR Date NOVEMBER 22, 1989
 ✓ Signature [Signature] Voter Reg. # 127643
 Street Address 1411 COPPERFELD COURT Telephone # 342-4201
 Mailing Address Richmond

Printed Name TRAVIS B. REESE Date 11-22-89
 ✓ Signature Travis B. Reese Voter Reg. # 20571
 Street Address 2407 PECAN COURT Telephone # _____
 Mailing Address ROSENBERG, TX 77471

Printed Name PATRICIA ORTS KNAUTH Date 11-22-89
 ✓ Signature Patricia Orts Knauth Voter Reg. # 00013087
 Street Address 1134 LINDSEY DR. Telephone # 713 342-8724
 Mailing Address ROSENBERG, TX 77471

Printed Name LYNNE BLUMENTRITT HUMPHRIES Date 11-22-89
 ✓ Signature Lynne Blumentritt Humphries Voter Reg. # 00099379
 Street Address 215 Twin Lane Telephone # 3428116
 Mailing Address Rt 1 - Box 137-J Rosenberg Tx 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name Jay C. Maxwell M.D. Date 12/5/89
 Signature Jay C. Maxwell, M.D. Voter Reg. # 147864
 Street Address 1030 P. H. Road Telephone # 342-0865
 Mailing Address Richmond Tx 77469

Printed Name Helen Finch Date 12/5/89
 Signature Helen Finch Voter Reg. # 7118
 Street Address 1607 BROOKS AVE Telephone # 342-2934
 Mailing Address Rosenberg, TEXAS 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.068 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote:

Printed Name Stephen Keith Bales Date 12-5-89
Signature SKB Voter Reg. # 00136826
Street Address 2538 Windswept Dr. Telephone # 342-0942
Mailing Address Richmond, Tx 77469

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

over

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THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote:

AS PER ORIGINAL

Printed Name DONALD G. RIES Date 12/5/89
 Signature Donald G. Ries Voter Reg. # 38494
 Street Address 802 FAIRWAY DR Telephone # 232 6533
 Mailing Address RICHMOND TX 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

A legal description of the metes and bounds of the area to be annexed is attached to this page.

over

AS PER ORIGINAL

✓ Printed Name Carol Bryson Date 12-10-89
Signature Carol Bryson Voter Reg. # 1162449
Street Address 1006 Radio Lane Telephone # 342-2545
Mailing Address Brownburg Tx

✓ Printed Name John Lipinski Date 12-10-89
Signature John Lipinski Voter Reg. # 14524
Street Address 1605 Cedar Dr. Telephone # 342-9744
Mailing Address Richmond

✓ Printed Name Patricia Dominguez Date 12-10-89
Signature Patricia Dominguez Voter Reg. # ✓5912
Street Address 2408 Jones Olesky Telephone # 113-342-2387
Mailing Address Some

✓ Printed Name Jacquelyn Oltremari Date 12-10-89
Signature Jacquelyn Oltremari Voter Reg. # 113808
Street Address 1503 Austin Telephone # 342-0514
Mailing Address Richmond Tex 7

✓ Printed Name Sherri Coles Date 12-10-89
Signature Sherri Coles Voter Reg. # 88704
Street Address 1211 Bittersweet Dr. Telephone # 342-5014
Mailing Address Richmond

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

over

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name SAM L. STEFFEE Date 12/5/89
 Signature Sam L. Steffee Voter Reg. # 00063116
 Street Address 914 Hillcrest Telephone # 342-9548
 Mailing Address 914 Hillcrest Richmond, Texas 77469

Printed Name Joseph Randy Springs Date 12/5/89
 Signature Randy Springs Voter Reg. #
 Street Address 1401 W. Wadsworth Telephone # 232-3163
 Mailing Address Same

Printed Name Larry J. Hemmes Date 12/5/89
 Signature Larry J. Hemmes Voter Reg. # 00138447
 Street Address 1411 Bitterwater Drive Telephone # 342-2646
 Mailing Address Richmond, TX 77469

Printed Name Betty Holub Date 12/5/89
 Signature Betty Holub Voter Reg. # 125467
 Street Address 4017 Empress Ln. Telephone # 232-6232
 Mailing Address Richmond, TX 77469

Printed Name Joyce Stettee Date 12-5-89
 Signature Joyce Stettee Voter Reg. # 00063117
 Street Address 914 Hillcrest, Richmond, TX Telephone # 342-9548
 Mailing Address same as above

Printed Name Walter H. Ansel Date 12-6-89
 Signature Walter H. Ansel Voter Reg. # 525
 Street Address 1037 Wadsworth Drive Telephone # 342-6731
 Mailing Address Rosenberg, Texas 77471

Printed Name MARYANU MENSİK Date 12-6-89
 Signature Maryanu Mensik Voter Reg. # 16603
 Street Address 1024 Walger Ave Telephone # 232-2184
 Mailing Address Rosenberg, Texas 77471

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

over

AS PER ORIGINAL

Printed Name Helen m Deiss Date 12-6-89
 Signature Helen Deiss Voter Reg. # 116882
 Street Address 2505 Richard Telephone # 232 7698
 Mailing Address Rosenberg, TX 77471

Printed Name CARL J. HUBBELL, MD Date 12/6/89
 Signature Carl J. Hubbell Voter Reg. # 00137559
 Street Address 15213 CHESTNUT Telephone # 341-8383
 Mailing Address RICHMOND, TX, 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name Paula Tyler Date 12-5-89
 Signature Paula Tyler Voter Reg. # 160904
 Street Address 1111 Golfview #101 Telephone # 232-5402
 Mailing Address P.O. Box 1004, Richmond TX

Printed Name Ollie Shelbourne Date 12-5-89
 Signature Ollie Shelbourne Voter Reg. # 88161
 Street Address 910 Bent Creek Ct. Telephone # 342-0565
 Mailing Address above Richmond, TX 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.055 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

X Printed Name KATHY S McELFRESH Date 12/5/89 Not in LCIED
 Signature Kathy McElfresh Voter Reg. # 114602
 Street Address 2400 Old South Telephone # 341-6569
 Mailing Address P.O. Box 325 Richmond, TX 77469 711 Misty Creek, Richmond

X Printed Name JOHN R. McELFRESH Date 12/5/89 Not in LCIED
 Signature John R. McElfresh Voter Reg. # 114004
 Street Address 2400 OLD SOUTH Telephone # 341-6569
 Mailing Address P.O. Box 325 RICHMOND, TX 77469 711 Misty Creek, Richmond

X Printed Name WAYNE A. CHANDLER Date 12/5/89 Not in LCIED
 Signature Wayne A. Chandler Voter Reg. # 3904
 Street Address [REDACTED] Telephone # 454-5757
 Mailing Address SUGAR LAND, TX

✓ Printed Name JEAN L.B. ADAMS Date 12-05-89
 Signature Jean L.B. Adams Voter Reg. # 29173
 Street Address 2634 PRECINCT LINE RD Telephone # 342-3100
 Mailing Address P.O. Box 24-C-3 RICHMOND, TX 77469

✓ Printed Name H.L. Childers Date 12/5/89
 Signature H.L. Childers Voter Reg. # 00044864
 Street Address 1403 Deerfield Telephone # 7321226
 Mailing Address Richmond tx 77479

✓ Printed Name CONRAD JOCHEN Date 12-5-89
 Signature Conrad Jochen Voter Reg. # 00061357
 Street Address 709 REINHARD Telephone # 232-7996
 Mailing Address ROSENBERG TEXAS

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.066 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name JAMES L. BROWN Date 12/5/89
 Signature James L. Brown Voter Reg. # 00061298
 Street Address 2651 LIVE OAK DRIVE Telephone # 342-7059
 Mailing Address ROSEN BISCU, TEXAS 77421-6015

Printed Name JOSE CARDENAS Date 12/5/89
 Signature Jose Cardenas Voter Reg. # 30872
 Street Address 527 WASHINGTON Telephone # 232-3693
 Mailing Address ROSENBERG, TEXAS

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name NANCY B. ZUREK Date 12-5-89
 Signature Nancy B. Zurek Voter Reg. # 00064742
 Street Address 2710 Georgetown, Rosenberg Telephone # 341-5066
 Mailing Address Rt 2, Box 650-P8

Printed Name MALCOLM A. ZUREK Date 12-5-89
 Signature Malcolm A. Zurek Voter Reg. # 00064741
 Street Address 2710 Georgetown Rosenberg Telephone # 341-5066
 Mailing Address Rt 2, Box 650-P8

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name R.L. BRANAN Date 12-5-89
 ✓ Signature [Signature] Voter Reg. # 23302
 Street Address 910 BILCOX #314 Telephone # 713-342-4160
 Mailing Address P.O. Box 336, ROSENBERG
was 1202 KLEAR AVE

Printed Name GLORIA KIRKHAM Date 12-5-89
 ✓ Signature [Signature] Voter Reg. # 12968
 Street Address 2525 Sequoia Ln. Telephone # 342-3580
 Mailing Address Rosenberg, Tx. 77471

Printed Name PHILLIP H. KIRKHAM Date 12-5-89
 ✓ Signature [Signature] Voter Reg. # 12967
 Street Address 2525 SEQUOIA LANE Telephone # 342-3580
 Mailing Address ROSENBERG TEXAS 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name Marcia L. Holmes Date 12-5-89
 Signature Marcia L. Holmes Voter Reg. # 59874
 Street Address 4923 Sandalwood Ros. Telephone # 232-9817
 Mailing Address SAME

Printed Name DAVID L. Holmes Date 12-5-89
 Signature David R. Holmes Voter Reg. # 106974
 Street Address 4923 Sandalwood Ros. Telephone # 232-9817
 Mailing Address _____

Printed Name Johnny Cook Date 12-5-89
 Signature Johnny Cook Voter Reg. # _____
 Street Address 3307 Summit, MoCity Telephone # 499-4833
 Mailing Address SAME

Printed Name Susan L. Cook Date 12-5-89
 Signature Susan Cook Voter Reg. # _____
 Street Address 3307 Summit Lane Telephone # _____
 Mailing Address Missouri City, TX 77459

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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NO PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name Freddy Salinas Date 12-5-89
 Signature Freddy Salinas Voter Reg. # 916669
 Street Address 1013 Carlisle Telephone # 341-8774
 Mailing Address Rosenberg, Tx.

Printed Name Sam Katch Date 12/5/89
 Signature Sam Katch Voter Reg. # 342-4827
 Street Address 1223 Birch Sweet Telephone # 342-4827
 Mailing Address Richmond, Tx

Printed Name Thomas Hill Date 12-05-89
 Signature Thomas Hill Voter Reg. # 146375
 Street Address 2400 Old South Dr #1406 Telephone # 232-5679
 Mailing Address Richmond, TX 77469 was 1806 Cobblestone Ct, Richmond

Not in
LCISD

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

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THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name Cynthia Miller Date 11/27/89
 Signature Cynthia Miller Voter Reg. # 71709
 Street Address 1302 Richmond A. Telephone # 342-2764
 Mailing Address Richmond, Tx.
Same

Printed Name Eve (Fletcher) Stryk Date 11/27/89
 Signature Eve L. Stryk Voter Reg. # 0060621
 Street Address Rt 1 Box 56 - 55438 Berken Telephone # 342-6226
 Mailing Address Rt 1 Box 56 - J Rosenberg

Printed Name Revis Diane (Reddell) Nelson Date 11/27/89
 Signature Revis D. Nelson Voter Reg. # 112768
 Street Address 7119 Buchanan Telephone # 343-1613
 Mailing Address Same Richmond, TX 77469

Printed Name Susan Elizabeth (McCubbin) Johnson Date 11/27/89
 Signature Susan E. Johnson Voter Reg. # 157666
 Street Address 6610 Kearney Telephone # 343-1875
 Mailing Address Same Richmond, Tx. 77469

Printed Name Doris Ling Grant Date 11/27/89
 Signature Doris L. Grant Voter Reg. # 00008844
 Street Address Rt 1 Box 112 Ed. Telephone # 232-5642
 Mailing Address Richmond, Tex. 77469

Printed Name Diane Remmert Date 11/27/89
 Signature Diane Remmert Voter Reg. # 232-9154
 Street Address 2819 Country Pl. Telephone # 232-9154
 Mailing Address Richmond Tx. 77469

Printed Name Diane Kaigler Date 11/27/89
 Signature Diane Kaigler Voter Reg. # 75921
 Street Address 1702 Surrey Ct. Telephone # 342-3050
 Mailing Address Richmond, TX 77469

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

Printed Name ^{Ryan} Beverly Richard Date 11-27-89
 Signature Mrs Beverly A. Richard Voter Reg. # 20842
 Street Address 2624 Cedar - Rosenberg Telephone # 232-4846
 Mailing Address Same

Printed Name Jo-Nell Guyton Date 11-27-89
 Signature Jo-Nell Guyton Voter Reg. # 00009369
 Street Address 3832 Ave. O Telephone # 232-2751
 Mailing Address 3832 Ave. O

Printed Name Marla Gaskamp Sebesta Date 11-27-89
 Signature Marla Sebesta Voter Reg. # 00058149
 Street Address 2302 Shane Richmond Telephone # 232-7586
 Mailing Address Rt. 3 Box 446 Richmond

Printed Name ^{Vivian} Clara Sulak Date 11-27-89
 Signature Clara Sulak Voter Reg. # 00024522
 Street Address 1313 George St. Telephone # 232-7313
 Mailing Address Rosenberg TX 77471

Printed Name Patsy Amick Harris Date 11-27-89
 Signature Patsy A. Harris Voter Reg. # 11109
 Street Address 1218 San Jacinto St. Telephone # 342-4203
 Mailing Address 1218 San Jacinto St. Rosenberg, Tex. 77471

Printed Name Benita Hernandez Bijarro Date 11-27-89
 Signature Benita H. Bijarro Voter Reg. # 62220
 Street Address 1207 San Jacinto Telephone # 232-2039
 Mailing Address 1207 San Jacinto Rosenberg, Tex

Printed Name ^{Rogert} Gretchen Campbell Date 11/27/89
 Signature Gretchen Campbell Voter Reg. # 97830
 Street Address 1512 Miles Telephone # 342-6180
 Mailing Address 1512 Miles

Printed Name ^{Magdalena} Maggie Reyna Ryder Date 11-27-89
 Signature Maggi Ryder Voter Reg. # 146061
 Street Address 2002 Franklin Circle Telephone # 342-8697
 Mailing Address 2002 Franklin Circle

NO REP ORIGINAL

Printed Name R. J. STADNICKI Date 11/27/89
 Signature [Signature] Voter Reg. # 00064724
 Street Address 2506 PECAN DR. Telephone # 232-8778
 Mailing Address ROSENBERG TX 77471

Printed Name Jane Fenn Date 11/27/89
 Signature [Signature] Voter Reg. # [Signature]
 Street Address 1906 Langhorne Telephone # 341-6548
 Mailing Address Richmond, Tex 77469

Printed Name MITZI BISHP WHITELESS Date 11/27/89
 Signature Mitzi Bishop Whiteless Voter Reg. # 00027186
 Street Address 1820 Laurel Oaks Dr Telephone # (713) 342-4450
 Mailing Address Richmond, Tx 77469

Printed Name Rosemarie Fort Niemeyer Date 11-27-89
 Signature Rosemarie F. Niemeyer Voter Reg. # 00071351
 Street Address 2713 Monroe Rosenberg Telephone # (713) 232-2042
 Mailing Address Same

Printed Name Sydney L. Niemeyer Date 11-27-89
 Signature [Signature] Voter Reg. # 00071692
 Street Address 2713 Monroe Rosenberg, Tex Telephone # 713-232-2042
 Mailing Address Same

Printed Name NANCY KATHLEEN BRAVOT HOLTHAMP Date 11-27-89
 Signature Nancy B. Holthamp Voter Reg. # 00063160
 Street Address 2707 MONROE ROSENBERG TX Telephone # (713) 232-7920
 Mailing Address Same

Printed Name MICHAEL WAYNE HOLTHAMP Date 11-27-89
 Signature Michael Wayne Holthamp Voter Reg. # 00010997
 Street Address 2707 MONROE, ROSENBERG TX 77471 Telephone # (713) 232-7920
 Mailing Address SAME

Printed Name SHARON RODA JOHNSON Date 11-27-89
 Signature Sharon R. Johnson Voter Reg. # 00012150
 Street Address 2709 Cambridge Cr. Telephone # 342-7804
 Mailing Address Same

AS PER ORIGINAL

Printed Name Bonnie ^{Blanchard} Smith Date 11/28/89
 Signature Bonnie Smith Voter Reg. # 23418
 Street Address 14210 Blidel Telephone # 343-9811
 Mailing Address Box 87 - Thompson

Printed Name Georgianna ^{Wright} Nounk Date 11-28-89
 Signature Georgianna Nounk Voter Reg. # 00018309
 Street Address 2534 Sequoia Lane Telephone # 232-6046
 Mailing Address " " Rosenberg

Printed Name Vestara P. Patel Date 11-28-89
 Signature Vestara P. Patel Voter Reg. # 72847
 Street Address 7011 Gettysburg, Richmond Telephone # 343-0772
 Mailing Address same Rudman

Printed Name Virginia ^{Rudman} Wehring Date 11-28-89
 Signature Virginia Wehring Voter Reg. # 26989
 Street Address 3135 Main Ave Telephone # 342-3502
 Mailing Address P O Box 64 Rosenberg

Printed Name Sheryl ^(Wehring) L. Leuerling Date 11-28-89
 Signature Sheryl L. Leuerling Voter Reg. # 113437
 Street Address 3933 Empress Ln. Telephone # 341-9150
 Mailing Address Richmond, TX 77469

Printed Name Karen Nelson Carter Date 11-28-89
 Signature Karen Carter Voter Reg. # 17959
 Street Address Rt. 1 Box 24-A West End Rd. Telephone # 387-2489
 Mailing Address Beaumont, TX

Printed Name Stella D. Simmons Till Date 11-28-89
 Signature Hella Dawn Till Voter Reg. # 00068356
 Street Address 710 Jeff Davis Telephone # 343-0423
 Mailing Address Richmond, TX 77469

Printed Name Elizabeth ^{GOZAREZ} GONZALEZ Date 11-29-89
 Signature Elizabeth Gonzalez Voter Reg. # 00145076
 Street Address 716 Jennette Telephone # 232-4695
 Mailing Address P.O. Box 883

AS PER ORIGINAL

Philip ^{Paul} WARD
 Printed Name Philip Ward Date 11-29-89
 Signature Philip Ward Voter Reg. # 00078584
 Street Address 3902 Brumbelou Telephone # 232-5013
 Mailing Address 3902 Brumbelou Rosenberg TX 77471

Mariellen Wenzel
 Printed Name Mariellen Wenzel Date 12-5-89
 Signature Mariellen Wenzel Voter Reg. # 00078584
 Street Address 2701 Parkway Ave Telephone # 232-5572
 Mailing Address SAME Rosenberg, TX

Charles Ellis Wenzel, Jr
 Printed Name Charles Ellis Wenzel, Jr Date 12-5-89
 Signature Charles Ellis Wenzel, Jr Voter Reg. # 00027092
 Street Address 2701 Parkway Telephone # 232-5572
 Mailing Address Rosenberg, TX 77471

Edward Kenneth Bezecky
 Printed Name Edward Kenneth Bezecky Date 12-4-89
 Signature Edward Kenneth Bezecky Voter Reg. # 00001795
 Street Address 1921 Grant Telephone # 342-7560
 Mailing Address Rosenberg TX 77471

Sandra K. Bezecky
 Printed Name Sandra K. Bezecky Date 12/4/89
 Signature Sandra K Bezecky Voter Reg. # 00141536
 Street Address 1921 GRANT Telephone # (713) 342-7560
 Mailing Address 1921 GRANT ROSENBERG, TX 77471

GARY WITZKUSKI
 Printed Name GARY WITZKUSKI Date 12-5-89
 Signature GARY WITZKUSKI Voter Reg. # 60349
 Street Address Rt 1 Box 138 N 4907 Witzkuski Ln Telephone # (713) 341-0517
 Mailing Address Rt 1 Box 138 N Rosenberg TX

Ruth Ann (Dittus) Fojtik
 Printed Name Ruth Ann (Dittus) Fojtik Date 12-5-89
 Signature Ruth Ann Fojtik Voter Reg. # 00078584
 Street Address 919 Magnolia Dr Telephone # (713) 332-6359
 Mailing Address SAME

Debra McAsen
 Printed Name Debra McAsen Date 12-5-89
 Signature Debra McAsen Voter Reg. # 83082
 Street Address SAME Telephone # 232-2674
 Mailing Address 919 Magnolia Dr. Rosenberg.

AS PER ORIGINAL

Printed Name Margie Hollier (Straznick) Date 12-5-89
 Signature Margie Hollier Voter Reg. # 152687
 Street Address 1111 Salfpierre Dr. Telephone # 342-5253
 Mailing Address Richmond Texas 77469

Printed Name Lakita Stevens Date 12-5-89
 Signature Lakita Stevens Voter Reg. # 342-6578
 Street Address 703 Land Grant Dr. Telephone # 342-6578
 Mailing Address Rich TX, 77469

Printed Name Marilyn Ellison Ewing Date 12-5-89
 Signature Marilyn E. Ewing Voter Reg. # 131382
 Street Address 1123 Woodland Ct Telephone # 341-5812
 Mailing Address Richmond

Printed Name Susie Arredondo Date 342-2397
 Signature Susie Arredondo Voter Reg. # 121403
 Street Address 2514 Ave 5 Telephone # 342-2397
 Mailing Address Rt. 1 Box 228-MA Rosenberg

We have a Susanna
 and her signature do not
 match - Wrong card

Printed Name Beverly Rossman Johnson Date 12/5/89
 Signature Beverly R. Johnson Voter Reg. # 00087640
 Street Address 1111 Lindsay Dr. Telephone # 232-2882
 Mailing Address Rosenberg TX 77471

Printed Name Wendy Dominguez Date 12-5-89
 Signature Wendy B. Dominguez Voter Reg. # 00093199
 Street Address 2621 Ave F Telephone # 342-6317
 Mailing Address Rosenberg TX 77471

Printed Name Mary Lou Johnson Date 12-5-89
 Signature MARY Lou Johnson Voter Reg. # 342-153641
 Street Address 1026 FRANCE Telephone # 342-153641
 Mailing Address Richmond TX 77471

Printed Name ANGIE PAULOVSKY Date 12-5-89
 Signature Angie Paulovsky Voter Reg. # 00019147
 Street Address 1610 Wilbur Telephone # 342-2085
 Mailing Address Rosenberg, Texas

AS PER ORIGINAL

Printed Name Bertha Sanchez Rodriguez Date 12/5/89
 ✓ Signature Bertha Rodriguez Voter Reg. # 149047
 Street Address 1706 MAGNOLIA Lane Telephone # 342-4236
 Mailing Address SAME Richmond, TX 77469

Printed Name DOROTHY ANDERSON BREEDLOVE Date 12/05/89
 ✓ Signature D M Breedlove Voter Reg. # 57050
 Street Address 34945 SANDERS SIMONTON, TX Telephone # 346-1046
 Mailing Address PO BOX 706 SIMONTON, TX 77476

Printed Name Barbara Gayle Friery Dunn Date 12/6/89
 ✓ Signature Gayle Friery Dunn Voter Reg. # 110098
 Street Address 2602 Wren Meadow Telephone # 341-8327
 Mailing Address Richmond, TX 77407

Printed Name Rosie Vela Galvan Date 12-6-89
 ✓ Signature Rosie Galvan Voter Reg. # 00007823
 Street Address 809 7th St. Telephone # 232-4081
 Mailing Address Rosenberg

Printed Name Michael D. Plumlee Date 12-6-89
 ✓ Signature Michael D. Plumlee Voter Reg. # 41515
 Street Address 1223 Morton League Telephone # 341-5417
 Mailing Address Richmond, TX

Printed Name MAX McGEAR Date 12-6-89
 ✓ Signature Max McGear Voter Reg. # 00031164
 Street Address 1214 INWOOD DR. Telephone # 341-0099
 Mailing Address Richmond, TX 77469

Printed Name James Paul Metz Date 12/6/89
 ✓ Signature James Paul Metz Voter Reg. # 00134468
 Street Address Box 50 Ustinik Rd. Telephone # 342-7290
 Mailing Address 3506 Ustinik Rd. Rosenberg, TX 77471

Printed Name JAMES MURRAY Date 12-6-89
 ✓ Signature James Murray Voter Reg. # 160127
 Street Address 1808 Blumfield W Rosenberg TX Telephone # 341-6264
 Mailing Address _____

AS PER ORIGINAL

Mary
 Printed Name Patricia McBride Morgan Date 12-9-89
 ✓ Signature ~~Patricia Morgan~~ Mary Patricia Morgan Voter Reg. # 85551
 Street Address 1917 Grant Telephone # 341-7661
 Mailing Address Rosenberg TX 77471

Printed Name William R. Kaigler Date 12-9-89
 ✓ Signature W. R. Kaigler Voter Reg. # 150891
 Street Address 1702 Surrey Ct, Richmond Telephone # 342-3050
 Mailing Address _____

Printed Name Mary E. Kaigler Date 12-9-89
 ✓ Signature Mary Kaigler Voter Reg. # 149637
 Street Address 1702 Surrey Ct, Telephone # 342-3050
 Mailing Address Richmond

Printed Name Floyd L. Kaigler Date 12-9-89
 ✓ Signature Floyd Kaigler Voter Reg. # 152745
 Street Address 1702 Surrey Ct Telephone # 342-3050
 Mailing Address Richmond

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

NOTED ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.085 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote:

Printed Name HARRY V DODLEY JR Date 12-5-89
 Signature [Signature] Voter Reg. # 140470
 Street Address 1110 Dolphinview Telephone # 343-0561
 Mailing Address 725 Blume Rosenberg

Printed Name Richard Cortez Date 12-5-89
 Signature [Signature] Voter Reg. # [Signature]
 Street Address 2105 Preston Lot 3 Richmond Telephone # 341-8944
 Mailing Address Saltine

Printed Name Barbara J ZuhKowski Date 12-5-89
 Signature [Signature] Voter Reg. # 142090
 Street Address P.O. Box 12631 Telephone # 232-2123
 Mailing Address 2614 Third St Rosenberg, Tx

Printed Name Emily Henderson Date 12-5-89
 Signature [Signature] Voter Reg. # 00046589
 Street Address 1133 Sally Anne Telephone # 342-3446
 Mailing Address Rosenberg, Tx

Printed Name Deanna M. SCHILZE Date 12/5/89
 Signature [Signature] Voter Reg. # 22550
 Street Address 3517 Ave O' Telephone # 3423064
 Mailing Address Rosenberg, TX 77471

Printed Name JOSEPHINE M FERGUSON Date 12-5-89
 Signature [Signature] Voter Reg. # 00151483
 Street Address 6903 Harper Dr Telephone # 713 343-1403
 Mailing Address Richmond, TX 77469

Printed Name PAT Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

over

AS PER ORIGINAL

✓ Printed Name John E. Robinson Date 12-5-89
 Signature John E. Robinson Voter Reg. # 142399
 Street Address 1039 Lindsey Telephone # 342-3713
 Mailing Address Rosenberg TX

✓ Printed Name PAT R. CASTILLO Date 12-5-89
 Signature Pat R. Castillo Voter Reg. # 73475
 Street Address 1306 LAWRENCE Telephone # 3421492
 Mailing Address ROSENBERG TX 77471

✓ Printed Name DONNA SHEPHERD STARNETT Date 12-5-89
 Signature Donna Starnett Voter Reg. # 23496
 Street Address 1307 Courtney Drive Telephone # 232-9460
 Mailing Address Richmond

✓ Printed Name Kristin Knorr Date 12-5-89
 Signature Kristin Knorr Voter Reg. # 146340
 Street Address 2120 Leaman Telephone # 342-0633
 Mailing Address Rosenberg Tx. 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Vicini
Printed Name CARMELA CUNNINGHAM Date 12-5-89

Signature Carmela Cunningham Voter Reg. # 141541

Street Address 4602 AIRPORT (2218 PARROTTS) Telephone # 713-341-0014

Mailing Address P.O. Box 1141

Printed Name THERMA RAMIREZ Date DEC 5, 1989

Signature Therma Ramirez Voter Reg. # 656

Street Address 1811 RUNAWAY SCRAP Telephone # (713) 232-4938

Mailing Address Same

Printed Name Sharon Puck Robertson Date 12/5/89

Signature Sharon Robertson Voter Reg. # 63333

Street Address 1605 Lamar St. Telephone # (713) 341-5095

Mailing Address Richmond, TX 77467

Printed Name Mary Ellen Chavarría Date _____

Signature _____ Voter Reg. # _____

Street Address _____ Telephone # _____

Mailing Address _____

Printed Name W. SCOTT MUELLER Date 12/5/89

Signature W. Scott Mueller Voter Reg. # 142964

Street Address 1515 S. HEARTHSIDE Telephone # 342-4731

Mailing Address Richmond

Printed Name Betty J. Reed Date 12-5-89

Signature Betty J. Reed Voter Reg. # 116111

Street Address 842 Mayweather Telephone # 341-5093

Mailing Address Richmond TX 77469

Printed Name Helen Martinez Date 12-5-89

Signature Helen Martinez Voter Reg. # 61756

Street Address 2105 Preston #2 (1620 Group) Telephone # 341-5944

Mailing Address Richmond, Tx

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

Printed Name LINA DEGRACIA Date 12-5-89
Signature 619 TARA PLANTATION DR. Voter Reg. # 75926
Street Address RICHMOND, TEXAS 77469 Telephone # 343-0936
Mailing Address Same as above

Printed Name LINDA Newsome Dillard Date 12-5-89
Signature Linda Newsome Dillard Voter Reg. # 160071
Street Address 709 Pultar Telephone # 342-0881
Mailing Address Same Richmond 77469

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name JUDITH CATES BAILEY Date 11/29/89

Signature Judith Cates Bailey Voter Reg. # 94165

Street Address 12141 Winston Dr Telephone # 232-9060

Mailing Address 12141 Winston Dr. Richmond Tx 77469
was 2211 Belmont

Printed Name PAMELA Sweet Pekar Date 11-29-89

Signature Pam Pekar Voter Reg. # 14233

Street Address 1311 Winston Rd Telephone # 342-4255

Mailing Address Same

Printed Name Virginia Ewald Date 11/29/89

Signature Virginia Ewald Voter Reg. # 61210

Street Address 3834 Empress, Richmond Telephone # 342-6037

Mailing Address Same

Printed Name Jeannette ^{Zapolski} Ries Date 11-29-89

Signature Jeannette Ries ^{Zapolski} Voter Reg. # 39049

Street Address 802 Fairway Dr. Richmond Telephone # 232-6533

Mailing Address Same

Printed Name Marjorie Sulak Date 11-29-89

Signature Marjorie Sulak Voter Reg. # 00024516

Street Address Rt. 1 Box 15, 5605 Bryan Telephone # 232-9989

Mailing Address Rt. 1 Box 15 Richmond, Texas 77469

Printed Name Anna Hodge Date 11-29-89

Signature Anna Hodge Voter Reg. # 00030648

Street Address 3602 Ave P, Rosenberg Telephone # 38-6557

Mailing Address 3602 Ave P. Rosenberg Tx 77471

Printed Name Bosie ^{Marie} Savoie (Youngblood) Date 11-29-89

Signature Bosie Savoie Voter Reg. # 00144345

Street Address 3918 Empress Lane Telephone # 342-0436

Mailing Address Same

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

Printed Name Charlotte Warren Date 11/30/89
Signature Charlotte Warren Voter Reg. 1
Street Address 3117 Bruce St Telephone 774-469
Mailing Address Richmond, TX 77469

Printed Name Leanni Burns Date 12/2/89
Signature Leanni Burns (Cox) Voter Reg. 1
Street Address Box 455 Telephone 713-346-1668
Mailing Address Fulshear, TX 77441

Printed Name _____ Date _____
Signature _____ Voter Reg. 1
Street Address _____ Telephone 1
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. 1
Street Address _____ Telephone 1
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. 1
Street Address _____ Telephone 1
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. 1
Street Address _____ Telephone 1
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. 1
Street Address _____ Telephone 1
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. 1
Street Address _____ Telephone 1
Mailing Address _____

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name Lupe Zamora Date 12-5-89
 Signature Lupe Zamora Voter Reg. # 00028280
 Street Address 2033 Ward Telephone # 342-3131
 Mailing Address Same

Printed Name Greg L Zylkewski Date 12-6-89
 Signature Greg Zylkewski Voter Reg. # 145742
 Street Address 4818 SANDALWOOD Telephone # 232-8323
 Mailing Address Rosenberg Tx 77471

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name Kelly Dawson Herzog Date 11-29-89
 Signature Kelly H. Herzog Voter Reg. # 00143143 ✓
 Street Address 2111 Spring Dr. Telephone # 222-3880
 Mailing Address same

Printed Name Grace K. Laro Date 11-29-89
 Signature Grace K. Laro Voter Reg. # 143874 ✓
 Street Address 1100 Clay St Apt. D Telephone # 232-5813
 Mailing Address same

Printed Name Steven Caffran Date 11-29-89
 Signature Steven Caffran Voter Reg. # 159801 ✓
 Street Address 1255 Jahnke Rd. Telephone # 202-1237
 Mailing Address same

Printed Name Jesse Bazum Date 11-24-89
 Signature Jesse Bazum Voter Reg. # 282-7021 ?
 Street Address 402 William Wharton Telephone # 282-7021
 Mailing Address same

Printed Name Margie F. Freed Date 11-29-89
 Signature Margie F. Freed Voter Reg. # 62692 ✓
 Street Address PT 1 Box 148-P Telephone # 232-7796
 Mailing Address 1804 Lyle Lane Rosenberg Tex

Printed Name MAYME ELLISON Date 11-29-89
 Signature Mrs. Mayme Ellison Voter Reg. # 88431 ✓
 Street Address 2216 Spruce Telephone # 1713, 232-5400
 Mailing Address Rosenberg Tex. 77471

Printed Name Jacqueline Kramer Date 11-29-89
 Signature JACQUELINE KRAMER Voter Reg. # 72645 ✓
 Street Address RT. 1 Box 690 551 Solomon Telephone # 545-8071
 Mailing Address Richmond, Va. 77469

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NO FOR ORIGINAL

Printed Name Judith Vernon Date 11-30-89
 Signature Judith Vernon Voter Reg. # 00034730 ✓
 Street Address 2523 Monroe, Ros Telephone # 232-7600
 Mailing Address _____

Printed Name JOYCE NOVOSAD Date 11-30-89
 Signature Joyce Novosad Voter Reg. # 00060781 ✓
 Street Address 3804 Ave R Telephone # 344-8720
 Mailing Address Rosenberg TX 77471

Printed Name Sydney Gless Stadnicki Date 11-30-89
 Signature Sydney Stadnicki Voter Reg. # 00064735 ✓
 Street Address 2506 Pecan Dr. Telephone # 232-8778
 Mailing Address Rosenberg, Tex. 77471

Printed Name CAROLYN ANN VITEK SEILER Date 11-30-89
 Signature Carolyn Ann Vittek Seiler Voter Reg. # 45625 ✓
 Street Address 1902 KLAUKE CT. Telephone # 342-9551
 Mailing Address ROSENBERG, TX 77471

Printed Name Sylvia F. Harkins Date 11-30-89
 Signature Sylvia Harkins Voter Reg. # 120786 ✓
 Street Address 1832 Gmea Telephone # 342-8209
 Mailing Address SAMG 18

Printed Name REBECA G KNIGHT Date 11-30-89
 Signature Rebecca G Knight Voter Reg. # 137801 ✓
 Street Address 2208 Jones Telephone # 341-6023
 Mailing Address Same

Printed Name KAREN^{BUCHALA} Schilhab Date 11-30-89
 Signature Karen Schilhab Voter Reg. # 40437 ✓
 Street Address 1424 Louise Street Telephone # 232-9442
 Mailing Address Rosenberg, Texas 77471

Printed Name Nancy Tielke Beran Date 11-30-89
 Signature Nancy Beran Voter Reg. # 66902 ✓
 Street Address 3909 Marilyn Telephone # 232-6327
 Mailing Address Rosenberg, Tx 77471

AS PER ORIGINAL

Printed Name Maxine Cortemelia DeRouen Date 11-30-89
 Signature Maxine DeRouen Voter Reg. # 154702 ✓
 Street Address 2211 Riverview Telephone # 342-0911
 Mailing Address Box 253 Richmond

Printed Name NORMAN MESA Date 11-30-89
 Signature Norman R. Mesa Voter Reg. # 140298 ✓
 Street Address 4905 Dogwood Telephone # 342-5119
 Mailing Address Same

Printed Name Betty Marsalia Baish Date 11-30-89
 Signature Betty D. Baish Voter Reg. # 341-7836
 Street Address 1933 Jones Rosenberg Telephone # 341-7836
 Mailing Address Same

Printed Name Sandra Garcia Mata Date 11-30-89
 Signature Sandra Garcia Mata Voter Reg. # 232-4169
 Street Address 4205 Sandalwood Telephone # 232-4169
 Mailing Address Rosenberg Texas 77471

Printed Name Margerie Jean Deer Date 11-30-89
 Signature Marguerite Jean Deer Voter Reg. # 106327 ✓
 Street Address 2414 Richard Telephone # 341-5262
 Mailing Address Rosenberg TX 77471

Printed Name Hanson Patricia (Koderka) Date 11-30-89
 Signature Patricia Hanson Voter Reg. # 158826 ✓
 Street Address 3021 Longhorn Dr. Rose. Telephone # 232-5495
 Mailing Address Same

Printed Name Saila Arismendi Date 11-30-89
 Signature Saila Arismendi Voter Reg. # 30954 ✓
 Street Address 5615 FM 2218 Telephone # 232-5833
 Mailing Address P.O. Box 372 Richmond TX

Printed Name Virginia Waggoner Date 11-30-89
 Signature Virginia Oliver Voter Reg. # 160124 ✓
 Street Address 4720 Reading Rd #70 Telephone # 232-2249
 Mailing Address Rosenberg Texas 77471

AS PER ORIGINAL

Printed Name MARY ANN LIPINSKI WALLECK Date 11-30-89
 Signature Mary Ann Wallick Voter Reg. # 14527 ✓
 Street Address 3914 JUNKER Telephone # 713-232-9884
 Mailing Address SAME ROSENBERG TX 77471

Printed Name Monica Eicher Bolin Date 11-30-89
 Signature Monica Bolin Voter Reg. # 112883 ✓
 Street Address 4704 Dogwood Telephone # _____
 Mailing Address Same Rosenberg, TX 77471

Printed Name GLENDIA ^{ISBELL} STANTON Date 11-30-89
 Signature Glenda Stanton Voter Reg. # 00035715 ✓
 Street Address 1633 Brumbelow Telephone # 342-6575
 Mailing Address " Rosenberg 77471

Printed Name Judy Lynn Kappes Date 11-30-89
 Signature Judy L Kappes Voter Reg. # 135863 ✓
 Street Address 4905 Sandalwood Telephone # 232-3452
 Mailing Address Rosenberg, TX 77471 was 7006 Pined

Printed Name Lillie Audrey Kelley Date 11-30-89
 Signature Lillie Audrey Kelley Voter Reg. # 00047129 ✓
 Street Address 2002 Jones Telephone # 232-6727
 Mailing Address Rosenberg, TX 77471

Printed Name Dale Keller Date 11-30-89
 Signature 2002 Jones Voter Reg. # 38644 ✓
 Street Address _____ Telephone # 232-6727
 Mailing Address Rosenberg TX 77471

Printed Name Mr & Mrs Roy MERCER Date 11-30-89
 Signature Roy Mercer Voter Reg. # 71399 ✓
 Street Address 3020 TURTLECREEK Telephone # 232-9537
 Mailing Address ROSENBERG TX 77471

Printed Name DICK BAILEY Date 11-30-89
 Signature Dick Bailey Voter Reg. # 67418 ✓
 Street Address 3139 LONGHORN Telephone # 342-4613
 Mailing Address ROSENBERG TX 77471

AS PER ORIGINAL

Printed Name BARBARA ANHAISER MACHA Date 11-30-89
 Signature Barbara Macha Voter Reg. # 15027
 Street Address 2625 Richard Telephone # 341-5115 ✓
 Mailing Address 2625 Richard, Rosenberg, Texas 77471

Printed Name Charlene LANDERS Joswiak Date 11-30-89
 Signature Charlene Landers Joswiak Voter Reg. # 13854
 Street Address 4704 Woodway Ros Telephone # 2325199 ✓
 Mailing Address "

Printed Name Carolyn Comeaux Vyal Date 11-30-89
 Signature Carolyn Vyal Voter Reg. # 41296 ✓
 Street Address 2505 Lazy Lane Telephone # 342-5058
 Mailing Address 2505 Lazy Lane

Printed Name Karen DUSEK Date 11-30-89
 Signature Karen Dusek Voter Reg. # 90947 ✓
 Street Address 4003 Brumbelow Telephone # 232-2989
 Mailing Address same

Printed Name Wickie Bedo Date 11-30-89
 Signature Victoria (Charline) Bedo Voter Reg. # 121377 ✓
 Street Address 2008 Ripple Cr Telephone #
 Mailing Address Rosenberg, TX 77471

Printed Name Andrew Bedo Date 11-30-89
 Signature Andrew Bedo Voter Reg. # 121378 ✓
 Street Address 2008 Ripple Creek Telephone # 342-7517
 Mailing Address Rosenberg Tx 77471

Printed Name Samela Frizzell Wittneben Date 11-30-89
 Signature Samela K. Wittneben Voter Reg. # 43991 ✓
 Street Address 3903 Junker Telephone # 232-6725
 Mailing Address Rosenberg, TX 77471

Printed Name Mary ALLEN Date 11-30-89
 Signature Mary Allen Voter Reg. # 93649 ✓
 Street Address 2008 Brian Ridge Telephone # 232-7523
 Mailing Address Rosenberg TX 77471

Ladies - please include your maiden name

AS PER ORIGINAL

Printed Name Karen Marek Wallick Date 11-30-89
 Signature Karen Marek Wallick Voter Reg. # 00100883
 Street Address 4717 Woodway Telephone # 232-5159
 Mailing Address Rosenbers
same

Printed Name Greg Zulkowski Date 11-30-89
 Signature Greg Zulkowski Voter Reg. # 145742
 Street Address 4818 Sandalwood Telephone # 232-8323
 Mailing Address Same Rosenberg tx 77471

Printed Name Richard L. Herzog Date 11-30-89
 Signature Richard L. Herzog Voter Reg. # 00143766
 Street Address 2115 Spruce Dr. Telephone # 213-232-3530
 Mailing Address (Spec) Rosenberg, Tx 77471

Printed Name SYBIL K. DOWDY Date 12-1-89
 Signature Sybil K. Dowdy Voter Reg. # 153134
 Street Address 4015 JUNKER, ROSENBERG, TX Telephone # 713-232-5168
 Mailing Address SAME AS ABOVE 77471

Printed Name Merta, Maree Burnette Date 12-1-89
 Signature Maree E. Merta Voter Reg. # 00095260
 Street Address 4923 Woodway Ave. Telephone # 232-4267
 Mailing Address Same as above

Printed Name Eddie E Kappes Date 12-1-89
 Signature Ed Kappes Voter Reg. # 130864
 Street Address 4909 Sandalwood Telephone # 232-3452
 Mailing Address 4909 Sandalwood

Printed Name RENEE MANNING BENSON Date 12-4-89
 Signature Renee Benson Voter Reg. # 148942
 Street Address 1818 Landmark - Richmond, TX 77469 Telephone # 341-7225
 Mailing Address 4720 Reading Rd #2205
Rosenberg, TX 77471

Printed Name Hedy A. Bryan Date 12-4-89
 Signature Hedy A. Bryan Voter Reg. # 17497
 Street Address 5602 Bryan Rd, Rosenberg Telephone # 232-7624
 Mailing Address Rt 1 Box 29, Richmond 77469

Ladies - Please include your maiden names

AS PER ORIGINAL

Printed Name Nancy Valdez Villarreal Date Dec. 4, 1989
 Signature Nancy Valdez Voter Reg. # 342-0377
 Street Address 4908 Sandalwood Telephone # 342-0377
 Mailing Address 4908 Sandalwood
Rosenberg, Tex. 77471

Printed Name CONNIE L PERKINS Date 12/4/89
 Signature Connie L Perkins Voter Reg. # 123169
 Street Address 3435 Woodlodge Dr Telephone # 980-3879 Not in District
 Mailing Address Sugar Land, TX 77479

Printed Name Lynette Tielke Kubes Date Dec. 4, 1989
 Signature Lynette J. Kubes Voter Reg. # 28583
 Street Address 2426 Army Manor Telephone # 232-2461
 Mailing Address Rosenberg

Printed Name Gay L. Richlik Date 12/4/89
 Signature Gay L. Richlik Voter Reg. # 117422
 Street Address 5306 Pisonamiento Telephone # 232-9014
 Mailing Address Pickensville 411 77469

Printed Name MARLENE V. ANHAUSER Date 12-11-89
 Signature Marlene V. Anhauser Voter Reg. # 00153451
 Street Address 2109 Spruce Dr Telephone # 232-3623
 Mailing Address Same

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Ladies - Please include your maiden name

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

AS PER ORIGINAL

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name Debra LeBoeuf Date 12/7/89
 Signature Debra LeBoeuf Voter Reg. # 00068971
 Street Address 2005 Shady Lane Telephone # 341-6709
 Mailing Address Same Richmond TX 77469

Printed Name JOHN LeBOEUF Date 12-7-89
 Signature John LeBoeuf Voter Reg. # 00068972
 Street Address 2005 Shady Lane Telephone # 341-6709
 Mailing Address Same Richmond

Printed Name Leo Butler Date 12-7-89
 Signature Leo Butler Voter Reg. # 130266
 Street Address 730 Misty Creek Telephone # 341-0100
 Mailing Address 730 Misty Creek Richmond TX 77469

Printed Name SHARON BUTLER Date 12-7-89
 Signature Sharon Butler Voter Reg. # 130265
 Street Address 730 Misty Creek Richmond Telephone # 341-0100
 Mailing Address Same

Printed Name REAGAN E. RAWK Date 12-7-89
 Signature Reagan E. Rawk Voter Reg. # 00115644
 Street Address 731 MISTYCREEK DR. Telephone # (713)341-8453
 Mailing Address RICHMOND TX 77469

Printed Name Marjorie Rychlik Date 12-11-89
 Signature Marjorie A. Rychlik Voter Reg. # 21869
 Street Address 700 So. 8th Telephone # 2324376
 Mailing Address 700 Richmond Tx 77469

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

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Name PAUL D. SLOCUMB Date 11-28-89
 Signature Paul D. Slocumb Voter Reg. # 00140796
 Street Address 1111 Golfview #602 Telephone # 341-9112
 Mailing Address Richmond, TX 77469

Printed Name Katherine Graeber-Raley Date 11-28-89
 Signature Katherine Graeber-Raley Voter Reg. # 00000965
 Street Address 3401 Glenmeadow Rosenberg, Texas 77471 Telephone # 341-0542
 Mailing Address 3401 Glenmeadow Rosenberg, Texas 77471

Printed Name ANN DYER Date 11-30-89
 Signature Ann Dyer Voter Reg. # 00140783
 Street Address 4904 WOODWAY, Rosenberg, TX 77471 Telephone # 341-3205
 Mailing Address 4904 WOODWAY, Rosenberg, TX 77471

Printed Name BONNIE DENNIS Date 11-30-89
 Signature Bonnie Dennis Voter Reg. # 71517
 Street Address 1127 Auster Telephone # 232-3844
 Mailing Address Rosenberg TX 77471

Printed Name Judy M. Scott Date 11/30/89
 Signature Judy M. Scott Voter Reg. # 22632
 Street Address 1700 Garden Ln. Telephone # 341-3210
 Mailing Address P.O. Box 525 - Richmond 77469

Printed Name Margaret Stuart Date 11/30/89
 Signature Margaret Stuart Voter Reg. # 00024433
 Street Address 1823 Laurel Oaks Telephone # 342-5896
 Mailing Address Richmond, TX 77469

Printed Name Marceil R. NAWARA Date 11-30-89
 Signature Marceil R. Nawara Voter Reg. # 17893
 Street Address 1030 SALLY ANN, Rosenberg Telephone # 232-4659
 Mailing Address Same

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AS PER ORIGINAL

Printed Name SHARON GUEST Date 11-30-89
 Signature Sharon Guest Voter Reg. # 25381
 Street Address 2414 LYNBROOK Telephone # 232-3584 ✓
 Mailing Address ROSENBERG, TX 77471

Printed Name GLORIA MICAN Date 11-30-89
 Signature Gloria Mican Voter Reg. # 00016766 ✓
 Street Address 2514 Lazy Lane, Rosenberg, TX 77471 Telephone # 232-2497
 Mailing Address 2514 LAZY LANE ROSENBERG TX 77471

Printed Name DONNA A SEBESTA Date 12-01-89
 Signature Donna A Sebesta Voter Reg. # 108921 ✓
 Street Address 4928 Redbud - ROS Telephone # 342-0258
 Mailing Address 4928 Redbud - ROS TX 77471

Printed Name DIANA ALBRIGHT Date 12-1-89
 Signature Diana Albright Voter Reg. # 00027937 ✓
 Street Address 1720 Ward St. Telephone # unlisted
 Mailing Address Rosenburg, Tex 77471

Printed Name PATRICK T. SHELBOURNE Date 12-1-89
 Signature Patrick T. Shelbourne Voter Reg. # 88159 ✓
 Street Address 910 Bent Creek Ct Telephone # 342 0565
 Mailing Address Richmond TX 77469

Printed Name MIKE VERNON Date 12-1-89
 Signature Mike Vernon Voter Reg. # 26200 ✓
 Street Address 2523 Monroe Telephone # 232-7606
 Mailing Address Same

Printed Name SANDRA SINDEL Date 12-1-89
 Signature Sandra Sindel Voter Reg. # 00023220 ✓
 Street Address 1510 Hawthorn, Rich Telephone # 232-4377
 Mailing Address Po Box 1027, Rosenberg, TX 77471

Printed Name VIRGINIA ODOM Date 12-1-89 ✓
 Signature Virginia Odom Voter Reg. # 33578 (utilizing previous)
 Street Address 2108 Ripple Creek Telephone # 232-4255
 Mailing Address Same - Rosenberg, TX 77471

AS PER ORIGINAL

Printed Name Judith K. Bryan Date 12/4/89
 Signature Judith K. Bryan Voter Reg. # 2969 ✓
 Street Address 5524 Bryan Rd. Telephone # (513) 232-3718
 Mailing Address Rt. 1, Box 28 Richmond

Printed Name Diana Galvan Date 12-04-89
 Signature Diana Galvan Voter Reg. # 713-342-6277 ✓
 Street Address 804 Seventh Street, Rm. Telephone # 713-342-6277
 Mailing Address Same as above

Printed Name Pam Bales Date 12-4-89
 Signature Pam Bales Voter Reg. # 00136859 ✓
 Street Address 2538 Windswept Telephone # 342-0942
 Mailing Address Richmond, TX 77469

Printed Name TONY SIMMONS Date 12-4-89
 Signature TONY SIMMONS Voter Reg. # 101527 ✓
 Street Address 1301 WINSTON Telephone # 342-3478
 Mailing Address Richmond TX 77469

Printed Name Rose Collins Date 12-4-89
 Signature Rose Collins Voter Reg. # 108830 ✓
 Street Address 1900 Spruce Dr. Telephone # 342-8923
 Mailing Address Rosenberg TX 77471

Printed Name Mary Pascoe Date 12-5-89
 Signature Mary Pascoe Voter Reg. # 335-4429 ✓
 Street Address Rt. 1 Box 125, Telephone # 335-4429
 Mailing Address East Bernard, TX. 77435

Printed Name Sylvia Smith Date 12-5-89
 Signature Sylvia Smith Voter Reg. # 23596 ✓
 Street Address 900 Laurel Oaks Telephone # 232-6780
 Mailing Address Rosenberg Richmond, TX 77469

Printed Name BRENDA KENNEDY Date 12 5-89
 Signature Brenda Kennedy Voter Reg. # 154730 ✓
 Street Address 3416 Avenue R Telephone # 232-7989
 Mailing Address Rosenberg, TX 77471
was 838 Mayweather
Richmond

AS PER ORIGINAL

Printed Name MARY KATHLEEN DeGROFF Date 12/5/89
 Signature M. K. DeGroff Voter Reg. # 06109574
 Street Address 2619 Live Oak Dr. Telephone # 342-9163 ✓
 Mailing Address Rosenberg, TX

Printed Name Judith Smithal Date 12/6/89
 Signature Judith Smithal Voter Reg. # 701.33 ✓
 Street Address 6022 Marie Lane, Richmond Telephone # 342-3406
 Mailing Address Same as above

Printed Name Sandra Norosad Date 12/6/89
 Signature Sandra Norosad Voter Reg. # 145395 ✓
 Street Address 7518 FM 123 Telephone # 342-8337
 Mailing Address Same Richmond, Tx 77469

Printed Name Bonnie Fogle Date 12-6-89
 Signature Bonnie Fogle Voter Reg. # 117120 ✓
 Street Address 1430 Mayweather Telephone # 342-0686
 Mailing Address Same Richmond, Tx 77469
was 2812 Madison Ave

Printed Name CLIFFORD T. YORK Date 12-7-89
 Signature Clifford T. York Voter Reg. # 33362
 Street Address 16125 Bulls Rd. Telephone # 335-4429
 Mailing Address Rt. 1 Box 125 E. BERNARD TX.

Not in district

Printed Name Rosemary Gonzales Date 12-8-89
 Signature Rosemary Gonzales Voter Reg. # 8570 ✓
 Street Address 2415 Woodwind Telephone # 341-8166
 Mailing Address Same

Printed Name Debbie K. Holmes Date 12-8-89
 Signature Debbie K. Holmes Voter Reg. # 71529 ✓
 Street Address 2713 Madison Rosenberg Telephone # 232-9225
 Mailing Address Same

Printed Name Linda C. Salazar Date 12-8-89
 Signature Linda C. Salazar Voter Reg. # 156230 ✓
 Street Address 2512 Davis Ave Telephone # 342-3052
 Mailing Address Same as above - Rosenberg
614 Oak Rosenberg

AS PER ORIGINAL

Printed Name Edwin J. Merta Date 12-8-89
 Signature Edwin J. Merta Voter Reg. # 95267
 Street Address 4223 Woodbury Ave. Rosenberg, TX Telephone # 232-4267 ✓
 Mailing Address Same

Printed Name Paula Lanier Date 12-8-89
 Signature Paula Lanier Voter Reg. # 409
 Street Address 6221 Bowlers Walks R Telephone # 428-6477
 Mailing Address P.O. Box 763 Waco, TX 77785

Printed Name PATRICIA DEAN Date 12-11-89
 Signature Pat Dean Voter Reg. # 00005436
 Street Address 2515 ALAMO Telephone # 342-3045 ✓
 Mailing Address Box 345, Rosenberg

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

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Printed Name LEONARD ALLAN MOODY Date 11/30/89
 Signature Leonard Allan Moody Voter Reg. # 00061171 ✓
 Street Address 2002 WARD ST ROSENBERG, TX 77471 Telephone # 232-2838
 Mailing Address SAME

Printed Name JAMES SNEDECOR Date 12-5-89
 Signature James Snedecor Voter Reg. # 00023622 ✓
 Street Address 3808 AVE O Telephone # 342-9513
 Mailing Address 3808 AVE O, ROSENBERG, TX 77471

Printed Name LYNNELL STIEBER Date 12-5-89
 Signature Lynnell Stieber Voter Reg. # 00024258 ✓
 Street Address 1159 FM 359 Richmond Telephone # 232-7385
 Mailing Address SAME 77469

Printed Name JUDY WOOD Date 12-5-89
 Signature Judy Wood Voter Reg. # 00072438 ✓
 Street Address 1908 Ripple Creek Telephone # 232-2808
 Mailing Address Rosenberg TX 77471

Printed Name ROY HARTMANN Date 12-5-89
 Signature Roy Hartmann Voter Reg. # 10005 ✓
 Street Address 2703 BOULDER Telephone # 341 5103
 Mailing Address RT 2 Box 650610 Rosenberg TEXAS 77471

Printed Name DOUGLAS M. WOOD Date 12-5-89
 Signature Douglas M. Wood Voter Reg. # 00027888 ✓
 Street Address 1908 Ripple Creek Telephone # 232-2808
 Mailing Address Rosenberg, Tx 77471

Printed Name BONNIE WOOD Date 12-5-89
 Signature Bonnie Wood Voter Reg. # 96345 ✓
 Street Address 1509 Bernare, Rosenberg Telephone # 342-9244
 Mailing Address Same

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AS PER ORIGINAL

Printed Name LENA LEONORA HOLMES Date 12-5-89
 Signature Lena Leonora Holmes Voter Reg. # 00010946
 Street Address 1702 Long, Richmond Tx 77469 Telephone # 342-4254 ✓
 Mailing Address SAME

Printed Name Cecil CLAUDE HOLMES Date 12-5-89
 Signature Cecil Claude Holmes Voter Reg. # 00010945
 Street Address 1702 Long, Richmond TX 77469 Telephone # 342-4254 ✓
 Mailing Address SAME

Printed Name CATHERINE HOLMES Date 12-6-89
 Signature Catherine Holmes Voter Reg. # 00124674 ✓
 Street Address 1702 Long Richmond Tx 77469 Telephone # 342-4254
 Mailing Address SAME

Printed Name BERNADETTE STARKUSKA Date 12-6-89
 Signature Bernadette Starkuska Voter Reg. # 24004 ✓
 Street Address 1508 Lamar Dr Telephone # 232-6090
 Mailing Address Richmond, Tx. 77469

Printed Name HELEN R. DEMINY Date 12-6-89
 Signature Helen R. Deminy Voter Reg. # 00005594 ✓
 Street Address 1800 James Street Telephone # 232-2364
 Mailing Address (Same) Rosenberg, Tex. 77471

Printed Name Melba Snedecor Date 12-6-89
 Signature Melba Snedecor Voter Reg. # 87634 ✓
 Street Address 3808 Avenue O, Rosenberg Telephone # 342-9513
 Mailing Address Same

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

Printed Name _____ Date _____
 Signature _____ Voter Reg. # _____
 Street Address _____ Telephone # _____
 Mailing Address _____

AS PER ORIGINAL

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Printed Name Guy T. Phillips Date 12-4-89
 Signature Guy T. Phillips Voter Reg. # 00019535
 Street Address 706 Golf View Rd. Telephone # 232-6689 ✓
 Mailing Address Richmond, Texas - 77469

Printed Name Lloyd H. HARTMANN Date 12-4-89
 Signature Lloyd H. Hartmann Voter Reg. # 00064990 ✓
 Street Address 1810 Huie Ache Telephone # 342-5096
 Mailing Address Richmond, Texas 77469

Printed Name Bayliss Ruben HARTMANN Date 12-5-89
 Signature Bayliss Ruben Hartmann Voter Reg. # 99982 ✓
 Street Address 1810 Huie Ache Telephone # 342-5096
 Mailing Address Richmond

Printed Name ERVIN JOSEPH NELSON Date 12-5-89
 Signature Ervin J. Nelson Voter Reg. # 17952 ✓
 Street Address 1437 Georgina Telephone # 232-3657
 Mailing Address Rosenberg

Printed Name Roxie C Nelson Date 12-5-89
 Signature Roxie C. Nelson Voter Reg. # 17971 ✓
 Street Address 1437 Georgina Telephone # 232-3657
 Mailing Address Rosenberg

Printed Name JAMES R. Haygood Date 12-5-89
 Signature J. R. Haygood Voter Reg. # 10129 ✓
 Street Address 1423 Gardemia Telephone # 232-5595
 Mailing Address Rosenberg

Printed Name MARINELLA HAYGOOD Date 12-5-89
 Signature Marinella Haygood Voter Reg. # 10130 ✓
 Street Address 1423 Gardemia Telephone # 232-5595
 Mailing Address Rosenberg

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AS PER ORIGINAL

Printed Name Susan M Haygood Date 12-5-89
 Signature Susan Haygood Voter Reg. # 145269 (145269) ✓
 Street Address 1423 Gardenia Telephone # 232-5595
 Mailing Address Rosenberg

Printed Name Dorcy Jones Lawson Date 12-5-89
 Signature Dorcy Jones Lawson Voter Reg. # 14033 ✓
 Street Address 2405 BF Terry Blvd Telephone # 342-4552
 Mailing Address Rosenberg

Printed Name Charles Edward Lawson Date 12-5-89
 Signature Charles E. Lawson Voter Reg. # 14031 ✓
 Street Address 2405 BF TERRY BLVD Telephone # 342-4582
 Mailing Address Rosenberg

Printed Name (Frank) Albright, Joe H. Date 12-5-89
 Signature (FRANK C) Albright, Joe H. Voter Reg. # 173 ✓
 Street Address 6930 Ave J Telephone # 409-387-2414
 Mailing Address Beasley, Tex 77417

Printed Name Charlene Boenig Albright Date 12/5/89
 Signature Charlene Albright Voter Reg. # 176 ✓
 Street Address 6930 AVE J Telephone # 409-387-2414
 Mailing Address Beasley, Tex 77417

Printed Name Margery Wade Albright Date 12/5/89
 Signature Margery Wade Albright Voter Reg. # 11184 ✓
 Street Address 6930 Ave J Telephone # 409-387-2414
 Mailing Address Beasley, TEXAS 77417

Printed Name FRANK C. ALBRIGHT Date 12/5/89
 Signature Frank C Albright, III Voter Reg. # 158010 ✓
 Street Address 6930 AVE J Telephone # 409-387-2414
 Mailing Address Beasley, Tex 77417

Printed Name Paige Anne Albright Date 12/5/89
 Signature Paige Anne Albright Voter Reg. # 138012 ✓
 Street Address 6930 Ave J Telephone # 409-387-2414
 Mailing Address Beasley Texas

PO Box
41

Printed Name MERRILY ADELE RANSOM Date 12-5-89
 Signature Merrily A. Ransom Voter Reg. # 3219
 Street Address 1914 TEAKWOOD DR. Telephone # 342-7877 ✓
 Mailing Address Richmond TX 77469

Printed Name WENELLE N. CUCHRAN Date 12-5-89
 Signature Wenelle N. Cuchran Voter Reg. # 57542
 Street Address 2552 Line Dr. Telephone # 342-5230 ✓
 Mailing Address Richmond TX

Printed Name MARGARET JOE VAN SLYKE Date 12-6-89
 Signature Margaret Joe Van Slyke Voter Reg. # 26066 ✓
 Street Address 1804 Laurel Oaks E. Telephone # 342 4873
 Mailing Address Richmond

Printed Name ARTHUR N. VAN SLYKE Date 12-6-89
 Signature Arthur N. Van Slyke Voter Reg. # 26065 ✓
 Street Address 1804 Laurel Oaks E. Telephone # 342-4873
 Mailing Address Richmond

Printed Name CAROL VACEK MOORE Date 12-6-89
 Signature Carol Vacek Moore Voter Reg. # 64495 ✓
 Street Address ~~2200~~ 5914 Homestead Rd Telephone # 232-7323
 Mailing Address _____

Printed Name MARTHA C. ROBERTS Date 12-7-89
 Signature Martha C Roberts Voter Reg. # 21153 ✓
 Street Address 711 Newton DR. Telephone # 342-3116
 Mailing Address Richmond (P.O. EE)

Printed Name CAROL OHL Date 12-7-89
 Signature Carol Ohl Voter Reg. # 71542 ✓
 Street Address 2912 Live N Telephone # 232-0224
 Mailing Address Roseburg

Printed Name NERA Nieto Date 12-7-89
 Signature Nera Nieto Voter Reg. # 18154 ✓
 Street Address 10419 Lutter Ln Telephone # 232-4633
 Mailing Address Richmond

AS PER ORIGINAL

NOB 855
 Printed Name BEVERLY R. Chase Date 12-7-89
 Signature Mrs. Bill R. Chase Voter Reg. # 97599
 Street Address 2606 Pecan Chase Telephone # 342-3207 ✓
 Mailing Address Richmond

Printed Name Robert H. Van Stryker Date 12-7-89
 Signature [Signature] Voter Reg. # [Signature]
 Street Address 1408 W. Laurel Oaks Telephone # 342-3611
 Mailing Address Richmond

Printed Name Neva Hightower Van Stryker Date 12-7-89
 Signature Neva Hightower Van Stryker Voter Reg. # 46717
 Street Address 505 Union Telephone # 342-1277 ✓
 Mailing Address Richmond

Printed Name TANET FOSTER GARDNER Date 12-7-89
 Signature Mrs. Robert H. Gardner Voter Reg. # 8007 ✓
 Street Address 1302 Horace Mann Cwe Telephone # 342 4216
 Mailing Address Rosenberg

Printed Name EVA NANT TRAYLOR Date 12-7-89
 Signature Mrs. Kay Traylor Voter Reg. # 28863 ✓
 Street Address 914 Horace Mann Telephone # 342 5657
 Mailing Address Rosenberg

Printed Name Kay Zimmerman Date 12-7-89
 Signature Kay Zimmerman Voter Reg. # 98214 ✓
 Street Address 1066 Sally Lane Telephone # 342 5778
 Mailing Address Rosenberg

Printed Name MARGARET L WALTER Date 12-7-89
 Signature Margaret L. Walter Voter Reg. # 26633 ✓
 Street Address 3817 Ave O Telephone # 232 5779
 Mailing Address Rosenberg

POB 855
 Printed Name William R. Chase Date 12-7-89
 Signature William R. Chase Voter Reg. # 97465 ✓
 Street Address 2606 Pecan Chase Telephone # 342 3207
 Mailing Address Richmond

AS PER ORIGINAL

Printed Name Michael Roche Date 12-7-89
 Signature Michael Roche Voter Reg. # 90928
 Street Address 1505 Holly Cr. Telephone # 232-6156
 Mailing Address P.O. Box 1265

Printed Name Minnie L. Roche Date 12-7-89
 Signature Minnie Roche Voter Reg. # 90929 ✓
 Street Address 1505 Holly Cr. Telephone # 232 6156
 Mailing Address PO Box 1265 Richmond

Printed Name William H Brooks Date 12-7-89
 Signature William H Brooks Voter Reg. # 29539 ✓
 Street Address 2216 Par Lane Telephone # 232 8615
 Mailing Address Richmond

Printed Name Charles R. Davis Date 12-7-89
 Signature Charles R Davis Voter Reg. # 12 5295 ✓
 Street Address 1116 Frances Telephone # 341-6708
 Mailing Address Rosenberg

Printed Name Lois B. Baker Date 12-7-89
 Signature Lois B Baker Voter Reg. # 935 ✓
 Street Address 1824 Laurel Oaks Dr. Telephone # 342 2315
 Mailing Address Richmond

Printed Name PAMELA ANN MAYFIELD Date 12-7-89
 Signature Pam Mayfield Voter Reg. # 54792 ✓
 Street Address 1824 Laurel Oaks Dr. Telephone # 342 2315
 Mailing Address Richmond

Printed Name BYRON W. BAKER Date 12-7-89
 Signature Byron W Baker Voter Reg. # 910 ✓
 Street Address 1824 Laurel Oaks Dr Telephone # 342 2315
 Mailing Address Richmond

Printed Name Lois Shirley Baker Date 12-7-89
 Signature Lois Shirley Baker Voter Reg. # 143275 ✓
 Street Address 1824 Laurel Oaks Dr Telephone # 342-2315
 Mailing Address Richmond

AS PER ORIGINAL

Printed Name TOM HERFORT Date 8 DEC 89
 Signature [Signature] Voter Reg. # 10423
 Street Address 2419 CHESTNUT Telephone # 341-5003
 Mailing Address ROSENBERG, TX

Printed Name MARK R. HERFORT Date 12-8-89
 Signature [Signature] Voter Reg. # 00036479
 Street Address 1215 Timberlane-Ros Telephone # 342-6663 ✓
 Mailing Address P.O. Drawer C-Ros

Printed Name Brigitta D. Herfort Date 12-8-89
 Signature Brigitta Herfort Voter Reg. # 10421 ✓
 Street Address 1215 Timberlane Telephone # 342-2542
 Mailing Address Rosenberg, TX 77477

Printed Name Mollie H. Atkinson Date 12-8-89
 Signature Mollie H. Atkinson Voter Reg. # 156084 ✓
 Street Address 1026 Holly Hall Telephone # 232-6296
 Mailing Address Richmond Texas 77469

Printed Name Ann Herfort Lane Date 12-8-89
 Signature Ann Lane Voter Reg. # 160462 ✓
 Street Address 2406 Pecan Court Telephone # 342-7191
 Mailing Address Rosenberg, TX 77471

Printed Name RUTHIE MANGES HERFORT Date 12-8-89
 Signature Ruthie Herfort Voter Reg. # 135771
 Street Address P.O. 3 Shadow Lane Telephone # 342-4538
 Mailing Address P.O. Drawer C Rosenberg

Not in district

Printed Name William G. Roberts, Jr Date 12-10-89
 Signature Wm. G. Roberts, Jr. Voter Reg. # 21168 ✓
 Street Address 711 Newton Dr Telephone # 342 3116
 Mailing Address Richmond Drawer EE

Printed Name JAMES N. Roberts Date 12-10-89
 Signature James N. Roberts Voter Reg. # 21139 ✓
 Street Address 711 Newton DR Telephone # 342 3116
 Mailing Address Richmond

AS PER ORIGINAL

Printed Name TERI L. HENSLEY Date 12-10-89
 Signature Teri Laverne Hensley Voter Reg. # 135860
 Street Address 3827 Empress Telephone # 3425968 ✓
 Mailing Address Richmond

Printed Name Carol Hensley Date 12-10-89
 Signature Carol Hensley Voter Reg. # 59756
 Street Address 3827 EMPRESS Telephone # 3425968 ✓
 Mailing Address Richmond

Printed Name Jimmy D. Hensley Date 12-10-89
 Signature Jim Hensley Voter Reg. # 59687
 Street Address 3827 Empress Telephone # 3425968 ✓
 Mailing Address Richmond

Printed Name KATHRYNE Salinas Date 12-10-89
 Signature Kathryne Salinas Voter Reg. # 91925
 Street Address 1512 Chestnut Telephone # 342.4797 ✓
 Mailing Address Richmond

Printed Name John CARLOS SALINAS Date 12-10-89
 Signature John Salinas Voter Reg. # 91825 ✓
 Street Address 1512 Chestnut Telephone # 342.4797
 Mailing Address Richmond

Printed Name Becky G. VanSlyke Date 12-10-89
 Signature Becky VanSlyke Voter Reg. # 35374 ✓
 Street Address 1908 LAUREL OAKS Telephone # 342 4367
 Mailing Address Richmond

Printed Name FRANK C. Albright Jr Date 12-10-89
 Signature Frank C. Albright Jr. Voter Reg. # 175 ✓
 Street Address 6930 AVE J. Telephone # 409) 387-2412
 Mailing Address Blasley TX 77417

Printed Name NANCY WHITLEY Date 12-12-89
 Signature Nancy Whitley Voter Reg. # 81178 ✓
 Street Address 314 Tara Plantation Telephone # 3430381
 Mailing Address Richmond, TX 77469

AS PER ORIGINAL

Printed Name LARRY WHATLEY Date 12-12-89
 Signature Larry Whatley Voter Reg. # 81177 ✓
 Street Address 314 Tara Plantation Telephone # 343-0380
 Mailing Address Richmond TX 77469

Printed Name Linda Jordan Date 12-12-89
 Signature Linda Jordan Voter Reg. # 64543 ✓
 Street Address 1017 Frances Telephone # 342 9954
 Mailing Address Rosenberg

Printed Name Judy Henriksen Spinks Date 12-12-89
 Signature Judy H. Spinks Voter Reg. # 33846 ✓
 Street Address 2711 Val Clark 77469 Telephone # 232 7897
 Mailing Address ~~2711 Val Clark 77469~~ Same

Printed Name SHARI MACHA Date 12-12-89
 Signature Shari Macha Voter Reg. # 123962 ✓
 Street Address 1813 Spruce (4625 Greenwood) Telephone # 232-6021
 Mailing Address Rosenberg

Printed Name I RENE LEVEY Date 12-12-89
 Signature Irene Levey Voter Reg. # 14307 ✓
 Street Address 1001 FOSTER Telephone # 342-2293
 Mailing Address Richmond

Printed Name YOLANDA AZUARA Date 12-12-89
 Signature Yolanda Azuara Voter Reg. # 813
 Street Address 89 Mayweather Telephone # 232 1064
 Mailing Address Richmond

Printed Name SHARON DAVIS Date 12-12-89
 Signature Sharon S. Davis Voter Reg. # 5359 ✓
 Street Address 1804 Cypress Telephone # 342 6828
 Mailing Address Richmond

Printed Name Elvina L. Hartmann Date 12-12-89
 Signature Elvina Hartmann Voter Reg. # 10000 ✓
 Street Address 1225 Louise Rosenberg Telephone # 332-3297
 Mailing Address _____

AS PER ORIGINAL

Printed Name Opal Davenport Date 12.12.89
 Signature Opal Davenport Voter Reg. # 70006 ✓
 Street Address 1067 Sally Ann Telephone # 232-6848
 Mailing Address Rosenberg

Printed Name Homer Davenport Date 12.12.89
 Signature Homer Davenport Voter Reg. # 70005 ✓
 Street Address 1067 Sally Ann Telephone # 232-6848
 Mailing Address Rosenberg

Printed Name ELIZABETH G. NELSON Date 12.12.89
 Signature Elizabeth G. Nelson Voter Reg. # 17951 ✓
 Street Address 1421 Millie Telephone # 232-5390
 Mailing Address Rosenberg

Printed Name Dehores Medina Date 12.12.89
 Signature Dehores Medina Voter Reg. # 132182 ✓
 Street Address 809 Newton Telephone # 342-5213
 Mailing Address Richmond

Printed Name EVA KASPER Date 12.12.89
 Signature Eva Kasper Voter Reg. # 12565 ✓
 Street Address 12016 Pecan Telephone # 342-4819
 Mailing Address Richmond

Printed Name STEVE VALIKONIS Date 12/12/89
 Signature Steve V. T. Voter Reg. # 120614 ✓
 Street Address 5335 FM 1640 Telephone # 713/541-0064
 Mailing Address Richmond, Texas

Printed Name KAREN J. Valikonis Date 12/12/89
 Signature Karen J. Valikonis Voter Reg. # 128613 ✓
 Street Address 5335 FM 1640 Telephone # 341-0064
 Mailing Address Richmond, TX

Printed Name Essie McGee Date 12/12/89
 Signature Essie McGee Voter Reg. # 16239 ✓
 Street Address 1709 Brumhallow Telephone # 342-2170
 Mailing Address Rosenberg Tx 77471

AS PER ORIGINAL

Printed Name Sandra SNELL McGee Date 12-12-89
 Signature Sandra M. McGee Voter Reg. # 65984
 Street Address 1214 Inwood Telephone # 341 0099 ✓
 Mailing Address Richmond

Printed Name ANTOINETTE DAVIS READING Date 12-12-89
 Signature Antoinette Davis Reading Voter Reg. # 20486
 Street Address 1314 Courtney Telephone # 342 2644 ✓
 Mailing Address Richmond

Printed Name George A. Reading, Jr Date 12-12-89
 Signature George A. Reading Jr Voter Reg. # 129196 ✓
 Street Address 1314 Courtney Telephone # 342 2644
 Mailing Address Richmond

Printed Name NICOLETTE TOTN Glenn Date 12-12-89
 Signature Nicolette M. Glenn Voter Reg. # 80569
 Street Address 1114 Winston Telephone # 342 1497 ✓
 Mailing Address Richmond

Printed Name David JOHN Glenn Date 12-12-89
 Signature David Glenn Voter Reg. # 80568 ✓
 Street Address 1114 Winston Telephone # 342 1497
 Mailing Address Richmond

Printed Name Theresa Kendall Date 12-12-89
 Signature Theresa Kendall Voter Reg. # 12724 ✓
 Street Address 1877 Long Dr Telephone # 342 6094
 Mailing Address Richmond

Printed Name CHARLES MICHAEL SCHERER Date 12-12-89
 Signature C. Michael Scherer Voter Reg. # 22305 ✓
 Street Address 924 VICTORIA DRIVE Telephone # 342-6329
 Mailing Address Richmond, TEXAS 77469

Printed Name Judy CAROL SCHERER Date 12-12-89 ✓
 Signature Judy Carol Scherer Voter Reg. # 22305 49950
 Street Address 924 VICTORIA DRIVE Telephone # 342-6329
 Mailing Address Richmond, TEXAS 77469

Printed Name CARL LLOYD KENDALL Date 12.12.89
 Signature Carl L. Kendall Voter Reg. # 12720
 Street Address 1827 Long Dr. Telephone # 342 609F ✓
 Mailing Address Richmond

Printed Name CINDY MARIE Kendall Date 12.12.89
 Signature Cindy Marie Kendall Voter Reg. # 81736
 Street Address 3068 Turtle Crk Telephone # 342 7365 ✓
 Mailing Address Rosenberg

Printed Name Paul LLOYD KENDALL Date 12.12.89
 Signature Paul Kendall Voter Reg. # 133453 ✓
 Street Address 3068 TURTLE CRK Telephone # 342 7365
 Mailing Address Rosenberg

Printed Name James Loyd FATHEREE, JR. Date 12-12-89
 Signature James I. Fatherree Voter Reg. # 56598 ✓
 Street Address 304 Hillcrest Telephone # 342 5489
 Mailing Address Richmond

Printed Name NANCY A. FATHEREE Date 12.12.89
 Signature Nancy A. Fatherree Voter Reg. # 56599 ✓
 Street Address 304 Hillcrest Telephone # 342-5489
 Mailing Address Richmond

Printed Name NANCY Spano Date 12.13.89
 Signature Nancy Spano Voter Reg. # 81141 ✓
 Street Address 1817 Laurel Oaks Telephone # 342 7395
 Mailing Address Richmond

Printed Name Charles Spano Date 12.13.89
 Signature Charles Spano Voter Reg. # 82385 ✓
 Street Address 1817 Laurel Oaks Telephone # 342 7395
 Mailing Address Richmond

Printed Name Greg Spano Date 12.13.89
 Signature Greg Spano Voter Reg. # 127781 ✓
 Street Address 1817 Laurel Oaks Telephone # 342 7395
 Mailing Address Richmond

AS PER ORIGINAL

Printed Name Hilda Stovall McCulloch Date 12-13-89
 Signature Hilda D McCulloch Voter Reg. # 22255 ✓
 Street Address 900 Victoria Telephone # 342 3685
 Mailing Address Richmond

Printed Name Sam Phillips McCulloch Date 12-13-89
 Signature Sam P. McCulloch Voter Reg. # 15875 ✓
 Street Address 900 Victoria Telephone # 342 3685
 Mailing Address Richmond

Printed Name James Wheelless Date 12-13-89
 Signature James U. Wheelless Jr. Voter Reg. # 27184 ✓
 Street Address 1820 Laurel Oaks Telephone # 342 4450
 Mailing Address Richmond

Printed Name Kenneth W. Murphy Date 12-13-89
 Signature Kenneth W. Murphy Voter Reg. # 46440 ✓
 Street Address 1821 Laurel Oaks Dr. Telephone # 232 7370
 Mailing Address Richmond

Printed Name Rose Murphy Date 12-13-89
 Signature Rose Murphy Voter Reg. # 46439 ✓
 Street Address 1821 Laurel Oaks Telephone # 232 7370
 Mailing Address Richmond

Printed Name MARY E. MOORE Date 12-13-89
 Signature Mary Moore Voter Reg. # 59862 ✓
 Street Address 900 Foster Dr. Telephone # 342-9736
 Mailing Address Richmond

Printed Name MARICE SAWYER Date 12-13-89
 Signature Marice Sawyer Voter Reg. # 49203 ✓
 Street Address 1008 Lindsey Telephone # 232-5515
 Mailing Address Rosenberg

Printed Name MARY MAURINE SCHULTZ Date 12-13-89
 Signature Maurine Schultz Voter Reg. # 22517 ✓
 Street Address 402 S. 11th Apt #2 Richmond Telephone # 342 9203
 Mailing Address was 703 Newton, Richmond

AS PER ORIGINAL

THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT

We, the undersigned residents and registered voters of Fort Bend County, Texas do hereby petition the Commissioners Court of Fort Bend County to issue an order for an election to annex the territory within Fort Bend County that is encompassed by the boundaries of the Lamar Consolidated Independent School District¹ to the Wharton County Junior College District for junior college purposes only, in compliance with Section 130.065 of the Texas Education Code. Only those legally qualified electors residing within the boundaries of the Lamar Consolidated Independent School District shall be permitted to vote.

Printed Name JAMES F. WOMELDURF Date 11-30-89
 Signature James F. Womeldurf Voter Reg. # 00088428
 Street Address 911 Bent Creek Ct. Telephone # 342-4882 ✓
 Mailing Address Richmond, TX 77469

Printed Name CAROLYN DRISKILL Date 11-30-89
 Signature Carolyn Driskill Voter Reg. # 00152235 ✓
 Street Address 27319 Karanigh Telephone # 232-0056
 Mailing Address Richmond, TX 77469

Printed Name Paul Driskill Date 11-30-89 ✓
 Signature Paul Driskill Voter Reg. # 00152240
 Street Address 27319 Karanigh Telephone # 232-0056
 Mailing Address Richmond, TX 77469

Printed Name JACK BENFRO Date 11/29/89
 Signature Jack Benfro Voter Reg. # 00134849 ✓
 Street Address 2230 Bowditch Lane Telephone # 232-5819
 Mailing Address Richmond, TX

Printed Name REBECCA MARAMAN Date 11/30/89
 Signature Rebecca Maraman Voter Reg. # 115725
 Street Address 1130 AUSTIN COLONY Telephone # 342-1931
 Mailing Address Richmond, TX 77469

Not in district

Printed Name DONNA BALTERA Date 11/30/89
 Signature Donna Baltera Voter Reg. # 00096642
 Street Address 3222 Colonel Court Dr. Telephone # 341-8239
 Mailing Address Richmond, TX 77469

Not in district

Printed Name Brenda Burk Date 12-1-89
 Signature Brenda Burk Voter Reg. # 97376 ✓
 Street Address 2402 Woven Wood Ln. Telephone # 232-4244
 Mailing Address Richmond, TX 77469

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

AS PER ORIGINAL

Printed Name JOHN B. WOMELDURF Date 12-1-89
Signature [Signature] Voter Reg. # 00141578
Street Address 911 BENT CREEK Telephone # 342-4882
Mailing Address RICHMOND TX 77469

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

Printed Name _____ Date _____
Signature _____ Voter Reg. # _____
Street Address _____ Telephone # _____
Mailing Address _____

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Printed Name Mary I Moreno Date 12-5-89
 Signature Mary I Moreno Voter Reg. # 114664 ✓
 Street Address 105 Vera Cruz Dr Telephone # 232-7246
 Mailing Address 105 Vera Cruz Dr
Rosenberg TX 77471

Printed Name Robert L. Moreno Date 12-5-89
 Signature Robert L. Moreno Voter Reg. # 114665 ✓
 Street Address 105 Vera Cruz Dr Telephone # 232-7246
 Mailing Address 105 Vera Cruz
Rosenberg 77471

Printed Name Glenda McGilvray Date 12-5-89
 Signature Glenda McGilvray Voter Reg. # 96339 ✓
 Street Address 1420 Second St., Rosenberg Telephone #
 Mailing Address Texas 77471

Printed Name Mary G. Cantu Date 12-6-89
 Signature Mary G. Cantu Voter Reg. # 3488 ✓
 Street Address 6627 Rose Telephone # 409-387-2442
 Mailing Address RT-1 Box 282 Beasley Tex 77417

Printed Name Kellie Ross Vaughan Date 12-6-89
 Signature Kellie Ross Vaughan Voter Reg. # 138365 ✓
 Street Address 802 Portland St Richmond Telephone # 342-3620
 Mailing Address Same 77469

Printed Name DIANA CRITELLI Date 12-6-89
 Signature Diana Critelli Voter Reg. # 50776 ✓
 Street Address 707 STONEWALL Telephone # 343-0763
RICHMOND
 Mailing Address 77462

Printed Name Ruth P. Law Date 12-6-89
 Signature Mrs. Ruth P. Law Voter Reg. # 51662 ✓
 Street Address 1412 Azalea, Rsbj Tx Telephone # 713-342-7203
 Mailing Address Same 77471

¹ A legal description of the metes and bounds of the area to be annexed is attached to this page.

NO PER ORIGINAL

Printed Name ~~_____~~ Date _____

Signature _____ Voter Reg. # _____

Street Address _____ Telephone # _____

Mailing Address _____

Printed Name Lisa Mays Date 12-6-89Signature Lisa Mays Voter Reg. # 160730 ✓Street Address 2430 Willow Bend Telephone # 232-6657Mailing Address samePrinted Name LINDA SIMPLAIR Date 12/6/89Signature Linda Sinclair Voter Reg. # 139062 ✓Street Address 6810 KAMAS Telephone # 232-6476Mailing Address samePrinted Name Sheri Merritt Date 12/6/89Signature Sheri Merritt Voter Reg. # 144911 ✓Street Address 6918 Kari Lane Telephone # 341-6396Mailing Address same RichmondPrinted Name Eve Macha Date 12/6/89Signature Eve Macha Voter Reg. # 242318Street Address 4119 Saddle Creek Telephone # 242318Mailing Address same Needville TX 77461Printed Name Patty Gonzales (L) Date 12/6/89Signature Patty Gonzales Voter Reg. # 56561 ✓Street Address 2508 Band Rd. Rose Telephone # 232-4579Mailing Address P.O. Box 649 A3 Rosenberg, TxPrinted Name Carolyn Simok Date 12-11-89Signature Carolyn McCallan Simok Voter Reg. # 71605 ✓Street Address 6018 Pleak Rd Telephone # 341-5194Mailing Address Rt 3, 6018 Pleak Rd, Richmond, TX 77469

Printed Name _____ Date _____

Signature _____ Voter Reg. # _____

Street Address _____ Telephone # _____

Mailing Address _____

10. CONSIDER APPROVAL OF BENEFIT DESIGN CHANGES AND ACCEPT RENEWAL PROPOSAL FROM PHILADELPHIA AMERICAN AND SANUS NEW YORK LIFE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept renewal proposal & benefit design changes to the health & dental insurance policies, effective January 1, 1990 as recommended by Burt Sunday representing Sunday & Associates. (Recorded in minutes in full)

11. SHERIFF PERRY HILLEGEIST, RE: REQUEST TO PURCHASE 10,000 COPIES OF DRUG ABUSE PUBLICATION AND REQUEST COURT TO GRANT EXEMPTION TO COMPETITIVE BIDDING REQUIREMENT OF SEC. 262.023, TEXAS LOCAL GOVERNMENT CODE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to grant exemption to competitive bidding requirement and purchase 10,000 copies of drug abuse publication. (Recorded in minutes in full)

12. CONSTABLE RAY BREEDING, PCT. 2; RE: (1) REQUEST APPROVAL OF RESERVE DEPUTY BILLY ABRAMS, ALONG WITH BOND & OATH; (2) CONSIDER APPROVING LEASE FOR OFFICE SPACE:

Request approval of reserve deputy Billy Abrams:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve Billy Abrams as reserve deputy, along with bond & oath.

Consider approving lease for office space:

Postpone

13. CONSIDER REAPPOINTMENTS TO FORT BEND SUBSIDENCE DISTRICT BOARD:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to reappoint TRAVIS B. REESE and HARLEY ZWAHR to the Fort Bend Subsidence District Board for a two year term. (Recorded in minutes in full)

14. CONSIDER APPROVAL OF 1990 DUES TO H-GAC; AND DESIGNATE DELEGATES AND ALTERNATES TO H-GAC'S BOARD OF DIRECTORS & GENERAL ASSEMBLY:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve 1990 dues to H-GAC in the amount of \$5,233.84.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered that the delegates and alternates to H-GAC'S Board of Directors & General Assembly remain the same as 1989.

Delegate - Jodie Stavinoha
Alternate- Bob Lutts

15. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH CALHOUN COUNTY FOR THE HOUSING OF JUVENILES; (2) APPROVE INTERLOCAL AGREEMENT WITH FORT BEND I.S.D. FOR VARIOUS SERVICES:

Approve interlocal agreement with Calhoun County for the housing of juveniles:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve interlocal agreements with Calhoun County for the housing of juveniles. (Recorded in minutes in full)

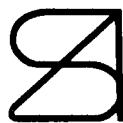
FORT BEND COUNTY
EMPLOYEE GROUP INSURANCE PLAN RENEWAL

January 1, 1990

Prepared by:

SUNDAY and ASSOCIATES, INC.
Insurance Services
9000 West Bellfort, Suite 355
Houston, Texas 77031
(713) 270-8400

December 12, 1989



SUNDAY and ASSOCIATES, INC.
INSURANCE SERVICES

40 1347

9000 West Bellfort

Suite 355

Houston, Texas 77031

(713) 270-8400

December 12, 1989

Subject: Group Life and Medical Plan
Renewal Information/Recommendations

Dear ,

As we come to the close of 1989 and the end of the decade of the 80's, we can look back at what the last five years have done to employer's cost of providing medical and dental insurance. The costs have increased significantly each year. During the decade of the 80's the average annual per capita health care cost has risen from \$1,049 per employee to over \$2,500 per employee in 1989. From 1986 to current, healthcare costs have gone up over 50%.

As we move into the decade of the 90's, employees are going to have to continue to be as resourceful as possible to combat the ever escalating cost. In 1989 we took a great step to control and manage the cost of the medical plan with proven techniques and ideas. The implementation of a revised utilization review process and the development of a Preferred Provider Network of various healthcare providers has slowed the upward spiral and in fact cut in half of normal trends. With the implementation occurring February 1, 1989, only seven (7) of the last ten (10) months results are with the Network working at 100% capacity.

In an attempt to keep you informed of legislative changes or judicial changes that effect Fort Bend County, included is some information regarding Retiree Health Benefits and Section 89.

We feel it is important to keep you informed via the monthly reporting and through our comments and observations. Fort Bend County is on the right track. We look forward to continuing to provide Fort Bend County the expertise and service it deserves while also developing new ways and ideas at managing the plan cost. Thank you.

Sincerely,

Burke O. Sunday

Robert J. Treacy

BOS/RJT/af

Attachments

C
O
P
Y

FIXED COST SUMMARY

	<u>Current</u>	<u>Proposed</u>	<u>Variance</u>
Group Life:	\$4.60	\$4.60	0.00%
Administration Fee:	\$11.16	\$12.09	+8.33%
Specific Stop Loss:	\$7.02	\$10.00	+42.45%
UR/PPO Fee:	\$3.50	\$3.50	0.00%
Total/EE/Month:	\$26.28	\$30.10	+14.54%

Notes:

In each of the last three plan years Fort Bend County has purchased a \$50,000 specific stop loss for each covered participant. During that same three year period medical inflation, at the retail level, have increased approximately 75% - 80%. If the specific stop loss level was adjusted each year relative to medical inflation, the specific stop loss level now should be set at \$97,656. Additionally the rule of thumb is that the specific stop loss should be set a 100 times the number of covered employees or 10% of the aggregate claims level whichever is less.

The reinsurance market is beginning to suffer "sticker shock". Rates are going up at an incredible pace. In line with the information just mentioned, it is our recommendation that the specific level be increased to \$75,000 with the idea of increasing it to \$100,000 in 1991. In the last three plan years only one (1) claim has exceeded the \$75,000 level.

(1)

PLAN DESIGN RECOMMENDATIONS

Last year the Preferred Provider Network benefits were designed to provide "incentives" in order to encourage the use of the Network by the employees and their dependents. The "regular" plan design was not altered. The "regular" plan was and still is in the top 1% of employer plans. Recognizing the need to make effective benefit design changes to influence utilization and to help control inflationary pressures we recommend the following changes. Additionally these design changes are "mainstream" changes necessary to reinforce usage of the network. Currently the Network is being utilized by a large percentage of the employees and dependents.

Network

Increase the co-insurance breakpoint from \$2,500 to \$3,000. The out-of-pocket will rise from 10% of the first \$2,500 (\$250) to 10% of the first \$3,000 (\$300).

Non-Network

Increase the calendar year deductible for non-network services from \$100 (3 per family) to \$200 (3 per family). Reduce co-insurance level from 80% to 70%. Also increase co-insurance breakpoint from \$2,500 to \$3,000. Total out-of-pocket (including deductible) will rise from \$600 to \$1,200.

The two basic reasons for the above changes are to continue encouraging the use of Network Providers through plan design. Also to reduce future costs through plan design. Total projected savings amount to (conservatively) \$125,000.

MEDICAL CLAIMS REVIEW

The following illustrates the actual paid medical claims per employee per month for the following time periods:

April 1986 - March 1987(*): \$162.27

April 1987 - March 1988: \$201.81

April 1988 - December 1988: \$201.86

January 1988 - October 1988: \$214.33

January 1989 - October 1989: \$234.64

As noted in the above figures, the percentage increase from April 1, 1986 through October 31, 1989 (forty-two months) is 44.60% or 1.04% per month. Comparing the current plan year to date (January - October) to last year to date, the increase is only 9.48% or 0.95% per month. Both of these numbers are less than the normal claims trends of 2.0%+ per month.

(*) Includes runoff claims from Banker's Life.

DENTAL CLAIMS REVIEW

The following illustrates the actual paid dental claims per employee per month for the following time period.

April 1986 - March 1987:..... \$17.32

April 1987 - March 1988:..... \$22.56

April 1988 - December 1988:..... \$24.04

January 1988 - October 1988: \$23.98

January 1989 - October 1989: \$27.40

As noted in the above figures the percentage increase from April 1, 1987 to October 31, 1989 (thirty months) is 21.45% or 0.40% per month. This is within acceptable trends.

FUNDING REVIEW

Projected Funding Levels

Fixed Cost:	\$30.10
Medical Claims(*):	\$258.10
Dental Claims(*):	\$30.14
Total Plan Cost:	\$318.34

Revenue Sources

(The following numbers are based on a per/EE/month)

1990 Budget:	\$250.00
Interest Earnings:	\$10.00
Current Dependent Dental Contribution:	\$8.90
Projected Deficit:	(\$49.74)
Plan Design Changes:	\$12.00
Projected Dependent Contributions(#):	\$2.64
Net Projected Deficit:	(\$35.10)
Annualized Deficit Based on 865 Employees:	(\$364,338.00)

(*) Current medical and dental composites have been increased 10% from current levels.

(#) Increase Dependent Dental rates from \$11.50 and \$15.00 to \$15.00 and \$20.00

HMO REVIEW

Currently Fort Bend County offers one (1) HMO: Sanus/New York Life Health Plan (Plan J). There are approximately fifty-four (54) employees enrolled with seven (7) of those employees carrying one (1) dependent and twenty-two (22) carrying two (2) or more. The current rates and renewal are illustrated.

	<u>Current</u>	<u>Proposed</u>
Employee Only	\$105.10	\$117.83
Employee + One	\$203.90	\$267.29
Employee + Family	\$336.00	\$376.71

To determine the premium pass through (above FBC's contribution for coverage; indemnity/PPO or HMO) the budgeted figure of \$250.00/employee/month is the bench mark. Premium pass through occurs for Employee + One and Employee + Family.

RETIREE HEALTH BENEFITS

In February the Financial Accounting Standards Board (FASB) released their proposal describing the accounting standards to be used to recognize the costs and liabilities associated with postretirement non-pension benefits. The title of this proposal is "Employers' Accounting for Postretirement Benefits Other Than Pensions".

Basically the exposure draft requires employers to recognize the cost of providing retiree medical benefits over the working lifetime of their employees in their profit and loss statements and to establish a liability on their balance sheet for the present value of future benefits.

Any employer who has promised any postretirement benefit other than retirement income is subject to these proposed rules. The final version of the proposal will be published in 1990. The annual accrued cost must be included in the profit and loss statement for fiscal years beginning after December 15, 1991. For plans with fewer than 100 participants (actives and retirees) this date is delayed until December 15, 1993. The liability for future benefits must be recognized on the balance sheet for fiscal years starting after December 15, 1996. There are provisions in the proposal for spreading the impact of these changes over several years.

The impact on the employer's financial statement will depend on the plan benefits, the number of retirees, the number of active employees and the assumptions used to determine the present value of future costs such as medical trend, interest rate, and employee turnover. The liabilities are huge and range of estimates is very wide. A relatively rich non-contributory medical plan for a representative large employer would have a liability (calculated with optimistic assumptions) of \$25,000 for each retiree, \$10,000 for each active employee, and an annual accrued expense for these benefits of \$1000 per plan participant (active and retiree), or 4% of salary assuming average income of \$25,000.

Various employee benefit surveys indicate that approximately 60% of employers provide retiree benefits but that this percentage varies widely by size of employer. Over 90% of very large employers provide such benefits while less than a third of employers under 500 lives do.

The employer has few options for pre-funding benefits in a tax efficient way. A proposal to allow the transfer of assets out of overfunded pension plans to fund retiree medical benefits is stuck in Congress.

RETIREE HEALTH BENEFITS (Continued)

What Should An Employer Do?

At this stage there are a few important items that employers should consider:

1. Reserve the right to implement changes in retiree health coverage. Clauses to this effect should be included in all plan documentation. A recent court case ruled against an employer who had reserved the right to make changes in all documentation except the plan booklet. This employer was required to reinstate benefits to 18,000 retired workers due to this oversight.
2. Communicate this right **effectively** to all employees. Do not promise something you may want to change later. Be very specific about your intentions and your company's right to change benefits in the future. Some judicial rulings have held that the "promise" of benefits may take precedence over written documentation.
3. Modify the plan design to give the employer the ability to manage the liability. This may involve setting up separate benefits and contribution schedules for retirees, reducing benefits, implementing cost containment measures, basing benefits each retiree receives on years of service, or limiting benefits to a dollar amount per year or per lifetime. The options are numerous and would be based on each company's needs and objectives.

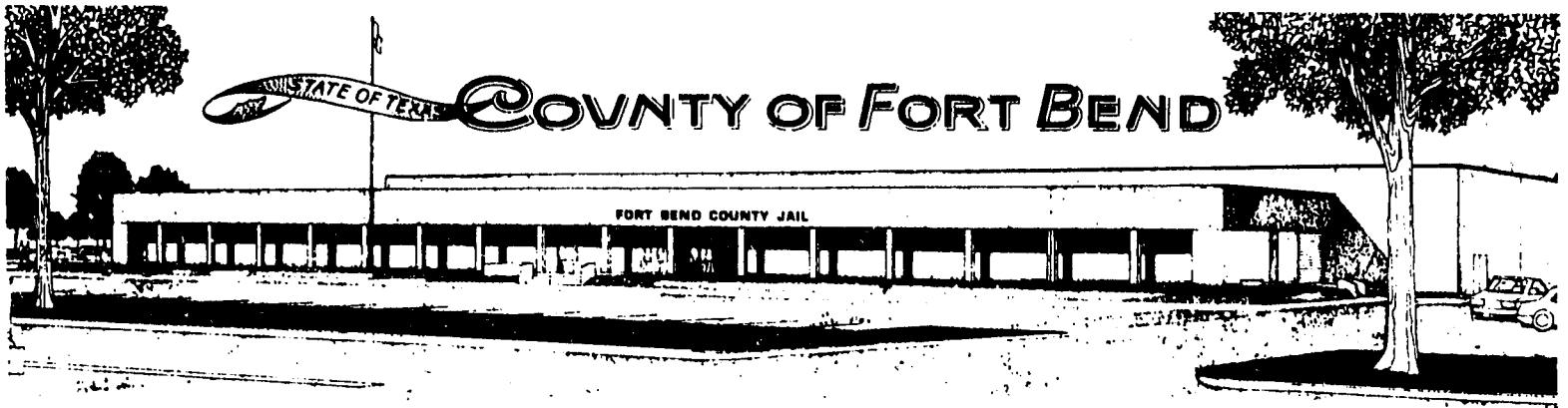
The magnitude of the liabilities under the FASB regulations essentially compels employers to begin considering the effects now. We will continue updating you as to any changes or with any further advice.

SECTION 89 REPEAL

After months of dispute, the Section 89 controversy has finally been resolved. On Tuesday, November 7, the House and the Senate voted to repeal Section 89. The repeal was included as a rider to the debt-limit bill. This was very fortunate for the repeal as lawmakers had to pass the debt-limit bill to avoid a possible financial default by the federal government on the next day.

President Bush signed the debt-limit bill, along with the Section 89 repeal, on Wednesday, November 8.

The repeal of Section 89 does not completely eliminate antidiscrimination laws in relation to group benefits. All laws and regulations that had been superceded by Section 89 are once again in effect.



GUS GEORGE, SHERIFF

December 12, 1989

Honorable Jodie E. Stavinoha
 Commissioner R. L. O'Shieles, Precinct 1
 Commissioner Ben Denham, Precinct 2
 Commissioner Alton Pressley, Precinct 3
 Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request that the following item be included on the Commissioners' Court Agenda for Monday, December 18, 1989.

Request that 10,000 copies of the booklet "Let's All Work to Fight Drug Abuse" be purchased at a cost not to exceed \$16,500.00 plus shipping. It is requested that Commissioners' Court grant an exemption to the competitive bid. A signed statement from the County Purchasing Agent as to the existence of only one source from which this item can be obtained, is attached.

Funds are available (4200-0000-0000).

Your favorable consideration of this request will be greatly appreciated.

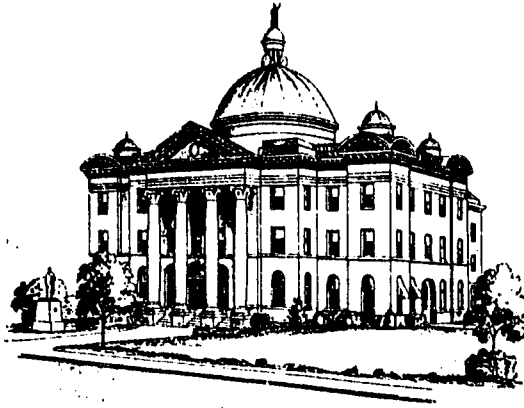
Sincerely,

Perry R. Hillegeist, Jr.
 Sheriff

PRH/rc

cc. Dianne Wilson, County Clerk
Mr. John Hammett, Purchasing Agent

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, 1989

Each Member
Commissioners Court
Fort Bend County, Texas

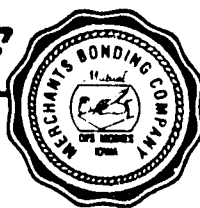
Gentlemen,

At the request of the County Sheriff I have conducted a diligent search for sources of the booklet "Let's All Work to Fight Drug Abuse" with certain changes made to better meet the needs of that department.

I am satisfied that there exists only one source for the booklet in as much as it is copyrighted by the publisher. The sole source for the booklet is L.A.W. Publications, 4213 Wiley Past Rd., Addison, Texas.


John J. Hammett

cc: County Sheriff

Merchants

TX 411798

BONDING CO.
— Mutual —

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

OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Fort Bend

} ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, Billy Abrams, as Principal, and the **MERCHANTS BONDING COMPANY (Mutual)**, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Precinct 2, his successors in office, in the sum of Two thousand and no/100 (\$ 2,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

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

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 15 day of December, 1989, duly Appointed to the office of deputy (Elected - Appointed) in and for Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as Deputy aforesaid, and shall

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

Dated this 15 day of December, 1989.

Billy L. Abrams Principal
MERCHANTS BONDING CO. (Mutual)
By [Signature] Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Fort Bend

} ss.

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

Given under my hand and seal of office, at Stafford, Texasthis 15 day of December, 1989.

SEAL.

Stan W. Migura
Fort Bend County, Texas.

OATH OF OFFICE
(COUNTY JUDGE and COUNTY COMMISSIONER)

40

1360

AS PER ORIGINAL

"I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____, of _____ County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected, and I furthermore solemnly swear (or affirm), that I will not be, directly or indirectly, interested in any contract with, or claim against the County, except such warrants as may issue to me as fees of office. So help me God."

(Signed) _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19____.

SEAL

_____, County, Texas.

OATH OF OFFICE
(GENERAL)

"I, Billy Abrams, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ Deputy _____, of _____ Fort Bend County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God."

(Signed) Billy R. Abrams

Sworn to and subscribed before me at Stafford, Texas, this 15 day of December, 19 89.

SEAL

Stacy W. Myrland
Fort Bend County, Texas.

THE STATE OF TEXAS

County of _____ } ss.

The foregoing bond of _____ as

_____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date 12/18/89, 19____

Shirley Nelson

Clerk,

J. B. Sturges

County Judge,

County Court

Fort Bend

County.

Fort Bend

County, Texas

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 341-8619

12
40 1361

AS PER ORIGINAL

October 17, 1989

Mr. Ray L. Breeding
Constable Precinct Two
7323 West Fuqua
Missouri City, Tx 77459

Dear Constable Breeding:

After completing my work history, background and reference checks on Mr. Billy Ray Abrahms. I have no problem with him going to work in your department.

Sincerely,
Richard Selleh
Richard Selleh
Fort Bend County
Personnel Director

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

FORT BEND COUNTY PERSONNEL DEPT.
P.O. BOX 326, RICHMOND, TEXAS 77469
PHONE: 713-341-8617



APPLICATION
FOR EMPLOYMENT

Fort Bend County is an equal opportunity
employer and does not discriminate on the
basis of handicap status.

AS PER ORIGINAL

PLEASE READ CAREFULLY

PRINT OR TYPE/USE BLACK INK

DATE

FULL NAME - LAST ABRAMS		FIRST Billy	MIDDLE Ray	SOCIAL SECURITY NUMBER [REDACTED]		
PRESENT ADDRESS-STREET 5127 Balkin St.		CITY Houston,	STATE TX.	ZIP CODE 77021	DATE & PLACE OF BIRTH 9-15-62 Lafayette, La	
LIST PREVIOUS ADDRESS FOR LAST 5 YEARS AND PERMANENT ADDRESS IF DIFFERENT FROM ABOVE Same As Above.				TELEPHONE: BUSINESS 747-9800 RESIDENCE 741-3220		
REFERRED BY Walk-in		NO. OF DAYS LOST FROM WORK OR SCHOOL DURING THE PAST 12 MONTHS 0		DRIVERS LIC. NO. 10655827 TYPE Operators		
Federal Law Prohibits the employment of unauthorized aliens. All persons hired must submit satisfactory proof of employment authorization and identity within three days of being hired. Failure to submit such proof within the required time shall result in immediate employment termination.				IF NOT, WHAT IS YOUR VISA STATUS? <input type="checkbox"/> STUDENT <input type="checkbox"/> EXCHANGE VISITOR <input type="checkbox"/> STUDENT OTHER-EXPLAIN		
Notification in case of Emergency		U.S. CITIZEN/Permanent Resident Alien <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		Alien Registration No.		
NAME Sheila Roach		ADDRESS 10046 Lazy Meadows Houston		PHONE 894-7131		
TYPE OF EMPLOYMENT DESIRED <input checked="" type="checkbox"/> FULL TIME <input type="checkbox"/> TEMPORARY <input type="checkbox"/> PART TIME <input type="checkbox"/> SUMMER		SALARY EXPECTED Open		DATE AVAILABLE FOR WORK Immediately		
JOB PREFERRED AND NO. OF YEARS EXPERIENCE IN THIS WORK Deputy Constable				CAN YOU: PERFORM SHIFT WORK <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO WORK OVERTIME <input type="checkbox"/> YES <input type="checkbox"/> NO (IF NECESSARY?)		
SUMMARIZE SPECIAL SKILLS AND QUALIFICATIONS ACQUIRED FROM EMPLOYMENT OR OTHER EXPERIENCE Computer Operator						
WORK SKILLS (COMPLETE IF APPLICABLE TO POSITION DESIRED)	SPECIALIZED SKILLS	TYPING	DICTATION	OFFICE MACHINES OPERATED Computer		
		OTHER MACHINES OPERATED		OTHER SKILLS		
FILL IN THE SPACE BELOW WITH FOREIGN LANGUAGES THAT YOU SPEAK, READ, OR WRITE.						
	FLUENTLY	GOOD	FAIR	POOR		
SPEAK						
READ						
WRITE						
EDUCATION	NAME & LOCATION OF HIGH SCHOOL LAST ATTENDED		NUMBER OF YEARS COMPLETED		GRADUATION DATE (MO/YR)	
	NAME & LOCATION OF COLLEGE/TRADE OR BUSINESS SCHOOL		DATE (MO/YR)		FIELD OF STUDY	
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		FROM	TO	MAJOR	MINOR
	Breaux Bridge Sr. High, Breaux Bridge, La.		1977	1980		
	University of Southwestern La., Lafayette, La.		1979	1981	Comm	N/A
ACTIVITIES	CHECK QUARTER OF CLASS IN WHICH YOU STOOD --	IN HIGH SCHOOL <input type="checkbox"/> TOP <input checked="" type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> LAST		IN COLLEGE/TRADE OR BUSINESS SCHOOL <input type="checkbox"/> TOP <input type="checkbox"/> 2ND <input type="checkbox"/> 3RD <input type="checkbox"/> LAST		
	LIST SPECIAL ACADEMIC HONORS AND SOCIETIES: SCHOOL CIVIC OR BUSINESS ACTIVITIES AND OFFICE HELD (EXCLUDE THOSE WHICH IN RACE, COLOR, RELIGION, SEX OR NATURAL ORIGIN)					
	Texas Peace Officers Course (was class President)					
SUBJECTS OF SPECIAL STUDY OR RESEARCH, COLLEGE OR OTHER						
HOBBIES/LEISURE TIME INTEREST Computers, Outdoor Recreation						

U.S. MILITARY	BRANCH (OF SERVICE)		FROM (MO./YR.)		TO (MO./YR.)		RANK OF ENTRY		RANK OF DISCHARGE			
	WHAT KIND OF DUTY (ESPECIALLY IF TECHNICAL IN NATURE)?						WHAT SPECIALIZED TRAINING DID YOU RECEIVE?					
IF DISCHARGE WAS DISHONORABLE, PLEASE GIVE DETAILS												
If you are a disabled veteran or have a physical or mental handicap and are not invited for a personal interview, you are invited to volunteer this information to the employment representative at the time of the interview. You may also provide information on the skills and/or procedures you use or intend to use to perform the job for which you are applying and the nature and type of accommodations which you feel an employer may need to make in order to enable you to perform the job in a proper and safe manner. This information will be treated as confidential. Failure to provide this information will not jeopardize or adversely affect any consideration you may receive for employment.												
Give employment record for last 10 years, starting with your present or last employer. Include summer employment. If space is insufficient, list on separate page or attach resume. For any unemployed or self-employed periods, show dates and locations.												
EMPLOYMENT	DATE - FROM & TO			EMPLOYER'S NAME & ADDRESS - CITY & STATE				POSITION - SALARY		GIVE SPECIFIC REASON FOR LEAVING		
	FR	MONTH	YEAR	NAME PRESENT OR LAST EMPLOYER				Sales consultant				
		2	87	ADDRESS & TELEPHONE NUMBER				1320/mth				
		Present		NAME OF SUPERVISOR								
	TO											
	FR	2	85	NAME PRIOR EMPLOYER				operation manager		No Advancement		
				ADDRESS & TELEPHONE NUMBER				1400/mth		No record MS 10/11		
	TO	11	86	NAME OF SUPERVISOR								
	FR	1	82	NAME PRIOR EMPLOYER				Security Officer		Job with Thompson Security		
				ADDRESS & TELEPHONE NUMBER				4.00/hr.				
	TO	2	85	NAME OF SUPERVISOR								
	FR	6	81	NAME PRIOR EMPLOYER				3.30/hr		Job in Security		
				ADDRESS & TELEPHONE NUMBER				Band Runner				
	TO	1	82	NAME OF SUPERVISOR								
	HAVE YOU EVER FILLED OUT AN APPLICATION HERE BEFORE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> HAVE YOU EVER BEEN EMPLOYED BY FORT BEND COUNTY BEFORE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES IN WHAT DEPARTMENT WERE YOU EMPLOYED? ARE YOU ON LAY-OFF AND SUBJECT TO RECALL? CAN YOU TRAVEL IF THE JOB REQUIRES IT? HAVE YOU PHYSICAL DEFECTS WHICH PRECLUDE YOU FROM PERFORMING CERTAIN JOBS? IF YES DESCRIBE											
Give names of three persons to whom you are not related and by whom you have not been employed. These people should have known you for several years.												
REFERENCES	NAME-INITIALS		LAST NAME		ADDRESS-STREET, CITY, STATE, ZIP CODE				OCCUPATION & PHONE NO.		YEARS	
	A Mike		Robertson		8350 Elmwood Houston 77054				Programmer - 741-5431		1	
	B. Paul		Potier		8245 Kingsbrook Houston, 77024				Engineer - 827-1437		1	
	C. Ronald		Colosine		1904 Woodland Hills, TX 77489				Sales - 261-0336		1	
	Give names of relatives, including those by marriage, in the employ of Fort Bend County.											
	NAME		TYPE OF WORK				LOCATION & PHONE #		RELATIONSHIP			
	A N/A											
	B.											
	Names of our employers you know best.											
	NAME		LOCATION				NAME		LOCATION			
A						B.						
ADD'L INFORMATION	Have you been convicted under any criminal law within the past 5 years (excluding minor traffic violations)? <input type="checkbox"/> Yes - Give details <input checked="" type="checkbox"/> No											
	May we call your present employer?		NOW <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		LATER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO							
I authorize investigation of all statements contained in this application for employment. I understand that misrepresentation or omission of facts call for reason will be sufficient cause for cancellation of consideration of employment or dismissal from the county's service. I understand that employment is subject to a physical examination in which my physical condition must be satisfactory to the County. I understand that if I am employed evidence of U.S. citizenship or U.S. resident status and a birth certificate or other evidence of date of birth is required. I understand that if employed, I will be on probation for the first ninety days of my employment and I will be retained as a full time employee only if my performance during probation period is satisfactory. As an employee of Fort Bend County, you have the right to terminate your employment at any time. Fort Bend County retains the same right to terminate your employment, regardless of other documents, oral or written statements issued by Fort Bend County or its representatives.												
Signature											10/11/89	
											DATE SIGNED	



FORT BEND SUBSIDENCE DISTRICT 40

P.O. Box 427, Richmond, Texas 77469 (713)342-3273

13647

December 7, 1989

D-0

AS PER ORIGINAL

The Honorable Jodie E. Stavinoha
County Judge
Fort Bend County, County Courthouse
400 Jackson
Richmond, Texas 77469

Dear Judge Stavinoha:

In accordance with Section 5, of Chapter 1045, 1989 Tex. Gen. Laws 4251 (H.B. 2819), the Act which created the Fort Bend Subsidence District, the terms of four Board members will expire on January 31, 1990.

As General Manager of the District, it is my responsibility to notify you that the term of office of Travis B. Reese, will expire on January 31, 1990. The law creating the District requires that this appointee be a representative of business. The Fort Bend County Commissioners Court has the option to reappoint Mr. Reese for a two-year term, or you may select a new appointee at your discretion. All members appointed to the Board shall be residents of and qualified voters in the District.

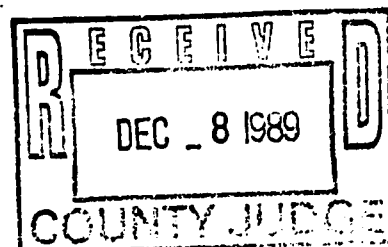
Section 5h of the Act provides that the selection of directors shall be made on the second Monday in January at 11:00 a.m. In order to comply with the provisions of the Act, it is requested that you or your designated representative appear in person, at the George Memorial Library, 1001 Golfview, Second Floor Meeting Room in Richmond, Texas at 11:00 a.m., on January 8, 1990, to name the Fort Bend County Commissioners Court appointee to the Subsidence District Board, or that you submit your selection in writing prior to that time.

Your interest in and support of the Subsidence District is of great value to the District, and I look forward to working with you and your staff in 1990. Please contact me if you have any questions concerning the Board appointment.

Sincerely yours,

Ronald J. Neighbors
General Manager

RJN/al





FORT BEND SUBSIDENCE DISTRICT

P.O. Box 427, Richmond, Texas 77469 (713)342-3273

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1365

D-0

AS PER ORIGINAL

December 7, 1989

The Honorable Jodie E. Stavinoha
County Judge
Fort Bend County, County Courthouse
400 Jackson
Richmond, Texas 77469

Dear Judge Stavinoha:

In accordance with Section 5, of Chapter 1045, 1989 Tex. Gen. Laws 4251 (H.B. 2819), the Act which created the Fort Bend Subsidence District, the terms of four Board members will expire on January 31, 1990.

As General Manager of the District, it is my responsibility to notify you that the term of office of Harley Zwahr, will expire on January 31, 1990. The law creating the District requires that this appointee be a representative of agriculture and live in an unincorporated area. The Fort Bend County Commissioners Court has the option to reappoint Mr. Zwahr for a two-year term, or you may select a new appointee at your discretion. All members appointed to the Board shall be residents of and qualified voters in the District.

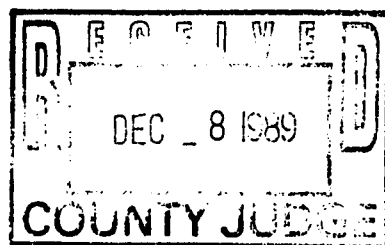
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Your interest in and support of the Subsidence District is of great value to the District, and I look forward to working with you and your staff in 1990. Please contact me if you have any questions concerning the Board appointment.

Sincerely yours,

Ronald J. Neighbors
General Manager

RJN/al



DESIGNATION OF DELEGATES
TO THE
HOUSTON-GALVESTON AREA COUNCIL
GENERAL ASSEMBLY
AND TO THE
BOARD OF DIRECTORS
1990

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 of the GENERAL ASSEMBLY of the Houston-Galveston Area Council for the year 1990:

DELEGATE, GENERAL ASSEMBLY COUNTY JUDGE JODIE STAVINOKA

ALTERNATE COMMISSIONER BEN DENHAM

DELEGATE, GENERAL ASSEMBLY COMMISSIONER BOB LUTTS

ALTERNATE COMMISSIONER ALTON PRESSLEY

FURTHER THAT, from the GENERAL ASSEMBLY DELEGATES designated above, one is hereby designated as the Member and the other as Alternate Member of the BOARD OF DIRECTORS of the Houston-Galveston Area Council for the year 1990, as follows:

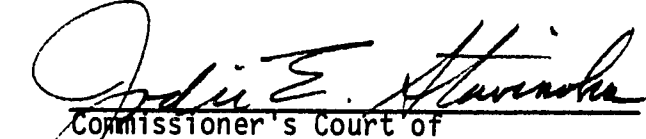
MEMBER, BOARD OF DIRECTORS COUNTY JUDGE JODIE STAVINOKA

ALTERNATE COMMISSIONER BOB LUTTS


THAT, the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named delegates and alternates.

PASSED AND ADOPTED, this the 18th day of December, 1989.

APPROVED:


Commissioner's Court of
FORT BEND County

ATTEST:





INVOICE

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1367

DATE

11/19/89

INVOICE NO.

01343

HoustonGalveston Area Council

P.O. Box 22777 • Houston, Texas 77227-2777 • 713/627-3200

S
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Fort Bend County
~~Fort Bend County Courthouse~~
Richmond, Texas 77469

Attn: County Judge Jodie Stavinoha

S
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T
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AS PER ORIGINAL

PURCHASE ORDER NO.
90-6.5

CONTACT
Margie Baker

SPECIAL INSTRUCTIONS

QUANTITY	DESCRIPTION	UNIT COST	NET COST
	FOR MEMBERSHIP DUES		
	January 1, 1990 through December 31, 1990		
	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 city's population		
	at 130,846.		
	Due and Payable	\$5,233.84	
	Thank You		

40 1368

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

AS PER ORIGINAL

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".

WHEPEAS, 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,

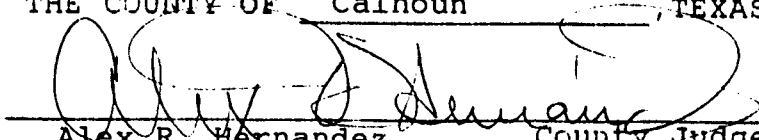
WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

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 monthly 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 in 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 juvenile (s) 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, 1990.

SIGNED this 30th day of November, 19 89 AS PER ORIGINALTHE COUNTY OF Calhoun, TEXAS
Alex R. Hernandez, County Judge

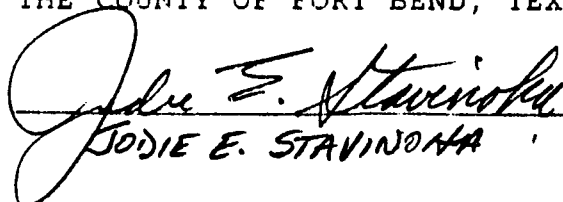
ATTEST:



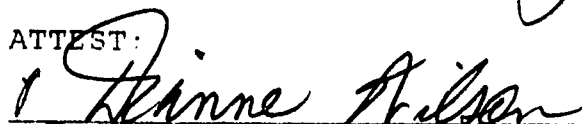
Mary Lois McMahan, County Clerk

SIGNED this 12th day of Dec., 19 89.

THE COUNTY OF FORT BEND, TEXAS


JODIE E. STAVINOKA, County Judge

ATTEST:



DIANNE WILSON, County Clerk

APPROVED AS TO FORM:


Dennis A. McFee
Chief Juvenile Probation Officer

Approve interlocal agreement with Fort Bend I.S.D. for various services:

Postpone

16. CONSIDER APPROVING GUIDELINES FOR ADMINISTRATION OF SALARY PROGRAM:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the guidelines for administration of salary program for 1990 as recommended by the personnel department. (Recorded in minutes in full)

17. CONSIDER RECOMMENDATIONS FROM PERFORMANCE REVIEW COMMITTEE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept recommendation of the performance review board for Mary Salais and Dorothy Money, employees of Justice of the Peace Pct. #2, Pl.#1 and Charlotte Schoelman, employee of Commissioner Precinct #2. (Recorded in minutes in full)

18. AUTHORIZE PROXY TO SIGN CERTAIN DOCUMENTS IN DEFERRED COMPENSATION AND OTHER RELATED MATTERS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize naming Richard Selleh as proxy, on behalf of Fort Bend County to sign certain documents in deferred compensation and other related matters.

19. CONSIDER REQUEST FOR EXTENDED SICK LEAVE FOR PCT. 1 EMPLOYEE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize extended sick leave of 14 additional days for Norman Barnes, employee for Commissioner Pct. 1. (Recorded in minutes in full)

20. RENEW BID #89-033 FOR ELECTION BALLOTS; AND CONSIDER ADVERTISING FOR BIDS FOR FILM COPIER FOR COUNTY CLERK (FUNDS AVAILABLE):

Renew bid #89-033 for election ballots:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to renew bid with Hartgraphics, Inc. for 1990 election ballots.

Consider advertising for bids for film 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 film copier for County Clerk.

21. 10:00 A.M.-HOLD PUBLIC HEARING TO CONSIDER A REPLAT OF COLONY MEADOWS, SEC. 4, FIRST COLONY, PCT. 4, AND CONSIDER TAKING ACTION:

Jimmy Pappas, representing the developer discussed the replat of Colony Meadow, Sec. 4.

No public comments.
No court action.

December 13, 1989

40 1372

TO: Commissioner's Court Members
Judge Stavinoha
Commissioner O'Shieles
Commissioner Denham
Commissioner Pressley
Commissioner Lutts

FROM: Personnel Administration
Richard Selleh R H S
Bill Thomas *Bill Thomas*

SUBJECT: Recommendations for 1990 salary budget administration

It is requested by the Personnel Department that Commissioner's Court consider authorizing Personnel to administer the 1990 salary budget under the following guidelines.

1. Apply the 3% salary budget figure to merit increases of one or two steps on the employees anniversary date or within 30 days thereafter. Requested increases exceeding 2 steps will be referred to Commissioner's Court on recommendation of the Performance Review Committee.
2. Do not use 3% of the elected official's salary in computing the monies available for merit or promotional increases. If the elected official's 3% were used, this would mean that 2 of the past 5 years, elected departments would have had more monies (per employee) than other departments. The net savings of this would amount to \$17,322 which could then be transferred back to contingency if desired.
3. Lapsed salary monies when a position is vacated should not be used for merits or promotional increases unless a promotion is made to a vacated position at the most recent salary or lower. Only when a formal reclassification of a position is made by Personnel, will lapsed salary monies be approved for use in computing increases.
4. All promotions requested are to be accompanied by written rationale clearly supporting the request for promotion. Requests not approved by Personnel may be referred by the concerned department to Commissioner's Court for final disposition.

Thank you for your review and consideration of the above.

BT/RS:bt

Attachment
Copy: Robert Grayless

December 13, 1989

AS PER ORIGINAL

TO: Commissioner's Court Members
Judge Stavinoha
Commissioner O'Shieles
Commissioner Denham
Commissioner Pressley
Commissioner Lutts

FROM: Performance Review Committee
represented by Bill Thomas *Bill Thomas*

SUBJECT: Performance Review Recommendations for Court Consideration

On December 8, the Performance Review Committee met to consider requests from Honorable George Molina, J.P. Precinct 2, and Commissioner Denham, Road & Bridge Precinct 2.

Judge Molina requests an added step salary movement for Mary Salais, Clerk III, (D.O.H. 8/1/84) step 3 at 685 biweekly, to be increased to step 4 at 711 biweekly. Performance Review Committee recommends this on the basis of salary relation to other Clerk III's, and performance.

Judge Molina also requests an added step salary movement for Dorthy Monev, Clerk II (D.O.H. 8/5/85) step 3 at 594 biweekly, to be increased to step 4 at 613 biweekly. Performance Review Committee recommends this on the basis of performance and tenure.

Commissioner Denham is requesting an additional 3 steps for his Administrative Secretary, Charlotte Schoelman, (D.O.H. 8/23/89) currently at step 1 (721 biweekly) to step 4 (807 biweekly). The Performance Review Committee recommends this in view of some 18 years past experience of Mrs. Schoelman, and the relative salary placement in relation to Administrative Secretaries in the Precincts and County Judge's Office. It was also felt that this individual was hired in at too low a rate in view of her experience background.

We have been assured by the respective departments that budgeted monies are available for the remainder of this year and can be sustained for the 1990 salary budgets. We have also confirmed this with the Auditor's Office.

BT:bt

copy: Robert Grayless

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 341-8619

40

1374 #19

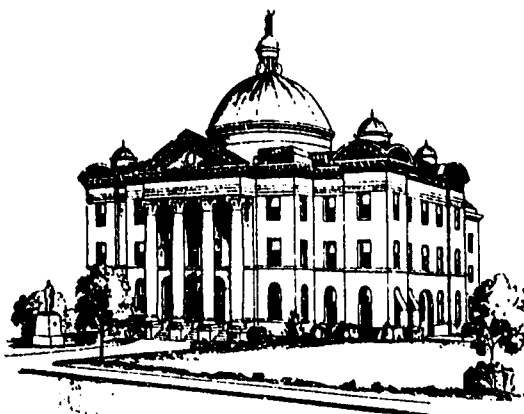
O-17

TO: Members of Commissioners Court
FROM: Richard Selleh, Personnel Director RRS
DATE: December 14, 1989
SUBJECT: Extended Sick Leave For Norman C. Barnes, Precinct #1 Employee

All of the details in Commissioner O'Shieles letter are correct. It is the recommendation that fourteen days extended sick leave be granted to Mr. Barnes by Commissioners Court.

6 gr 1 day
Hent all
N 152585

Office of
R.L. "Bud" O'Shieles
County Commissioner
Precinct #1



P.O. Box 148
Richmond, Texas 77469
(713) 342-4513

STATE OF TEXAS COUNTY OF FORT BEND

December 13, 1989

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

Dear Richard: RE: Request for Extended Sick Leave
for Norman C. Barnes, Pct #1 R&B

Norman Clark Barnes has been employed with Fort Bend County, Precinct #1 since December 12, 1983 (six years, one day) as a Light Equipment Operator III, Grade 7, Step 3. Norman operates a 10-12 yard dump truck and hauls various road material and he also operates a front end loader and loads trucks.

On Saturday, November 25, 1989 Norman Barnes suffered a heart attack and has been hospitalized since that date. As of today, Norman is still confined to the hospital. It will probably be several months before Norman could be released for part-time or light duty. Norman had 48.01 hours of sick leave and 62.95 hours of vacation hours at the time of his heart attack. As of December 13, 1989, Norman has used all of his available sick leave and vacation hours.

According to the guidelines of the Fort Bend County Employee's Manual Norman is qualified to receive 14 days additional sick leave. On Norman's behalf, I respectfully request this additional sick leave be granted.

Thank you for your consideration in this matter. If I can answer any questions you might have, please feel free to call me.

Very truly yours,

R. L. O'Shieles
Commissioner, Precinct #1
Fort Bend County

RLO:lu

20/1

40 1376

INVITATION FOR BIDS
ANNUAL CONTRACT FOR THE PRINTING OF ELECTION BALLOTS FOR THE
FORT BEND COUNTY CLERK
(EXPIRES: 31 DEC 1990)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
2 - 20 - 89	89-033	2 - 6 - 89	1	4

Sealed bids subject to the Terms and Conditions of this Invitation For Bids for the printing of election ballots for the Fort Bend County Clerk, as described on the attached specifications, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, 507 Jackson St., Richmond, Texas 77469 until 1:30 P.M., MONDAY, FEBRUARY 20, 1989 at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject any or all bids. Do not add sales tax in bid price, Fort Bend County is tax exempt. Submit bid on this form in its entirety. Insure that all pages of bid form are signed or initialed. Bids not submitted on this form will be disqualified. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, DO NOT TELEPHONE THE PURCHASING DEPARTMENT. Unsolicited attachments will be discarded.

HART GRAPHICS, INC.		
LEGAL NAME OF CONTRACTING COMPANY		
Carter Pettit	Sales Representative	1-800-252-9643
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
P.O. Box 968	Austin, Texas	78767
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
8000 Shoal Creek	Austin, Texas	78758
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE BALLOTS WHICH I PROPOSE TO FURNISH WILL MEET OR EXCEED EVERY SPECIFICATION CONTAINED HEREIN. FURTHER I AGREE THAT IF MY BID IS ACCEPTED I SHALL PERFORM AS REQUIRED IN THIS INVITATION FOR BIDS. I AM AWARE THAT, ONCE ACCEPTED, MY BID BECOMES A BINDING CONTRACT.

SIGN HERE: Jerry Meadows 2-16-89 DATE

Jerry Meadows	Manager, Political Subdivisions	1-800-252-9643
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ DATE _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
2 - 20 - 89	89-033	2 - 6 - 89	2	4

A. SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor for the printing, furnishing, and delivery of election ballots which meet or exceed the following specifications.

B. PERIOD OF CONTRACT:

This contract is for the period 1 March 1989 thru 31 December 1989, renewable for twelve (12) months if mutually agreeable by both parties.

C. SPECIFICATIONS:

1. Work to be done consists of the printing, furnishing, and delivery of ballots to the 6th floor of the William B. Travis Annex Building, 309 Fourth St., between 9:00 A.M. and 5:00 P.M., Monday thru Friday.
2. Ballots should be packaged in counts of no more than two hundred and fifty (250) ballots per package. Each pack shall be labelled with precinct number, beginning and ending numbers, total number of ballots in pack and number of packs per precinct (i.e. 1 of 3, 2 of 3, 3 of 3).
3. Bids submitted shall be based on cost per 1,000 or any fraction thereof.
4. The successful bidder agrees to furnish the paper ballots, containing the names of the offices and candidates and the statements of questions to be voted on, showing the names of parties, offices and candidates and statements available, in person, when called upon, to act at the direction of, and to cooperate at all times with, the Fort Bend County Clerk.
5. Ballot requires registration tolerance of ± 0.10 .
6. Ballots shall be of a size, design, stock and ink suitable for processing by the American Information Systems, Inc. automatic tabulating equipment. Each ballot shall be serially numbered beginning with the number "1".
7. Sample ballots (a facsimile copy of the official ballot) shall be provided. Ballots shall be labelled "Sample Ballot" in large print at the top of each sample ballot.

INITIALS OF BIDDER:

SM

DATE: 2-15-89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
2 - 20 - 89	89-033	2 - 6 - 89	3	4

8. Test ballots (a facsimile copy of the official ballot) shall be provided. Ballot shall be labelled "Test Ballot". Said test ballot shall be suitable for processing by the AIS tabulating equipment for the purpose of testing the programming of the system for each ballot format.
9. All ballots must be printed in compliance with the Texas Election Code. Spelling of candidates names and order of position on ballot shall appear on the ballot as provided by the Fort Bend County Clerk.
10. Prior to final printing, proof of each form of ballots shall be submitted to the Fort Bend County Clerk for approval.

D. BID PRICE:

1. Bid must state cost of election ballots per 1,000.
2. Bid must state cost for formatting per change.
3. Bid must state cost of sample ballots per 100.
4. Bid must state cost of test ballots per 100.
5. Shipping and handling charges must be invoiced separately. ✓
6. Successful bidder shall be liable for all charges and costs incurred by the County of Fort Bend for failure to deliver the ballots within 48 hours of the beginning of absentee voting by personal appearance and any expenses arising in conducting said elections caused by delay in delivery.

E. QUALIFICATIONS OF BIDDER:

Fort Bend County will accept bids only from vendors who have printed ballots in Counties using the AIS-315 optical scan voting equipment and are able to complete the entire order in-house (job-outs not allowed). Bidders must submit with their bid a statement attesting to their actual experience (list counties, contact person, and telephone number) in this regard.

F. ESTIMATED QUANTITIES:

Fort Bend County estimates that 100,000 ballots will be ordered in a 12 month period of time. However, Fort Bend County is not obligated by this estimate.

INITIALS OF BIDDER: Jm DATE: 2-15-89

AMENDED
FEBRUARY 14, 1989

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
2 - 20 - 89	89-033	2 - 6 - 89	4	4

G. BIDDER COMPLETE THE FOLLOWING:

BID PRICE \$ 180.00 PER 1,000 ELECTION BALLOTS.

BID PRICE \$ 18.00 PER 100 SAMPLE BALLOTS.

BID PRICE \$ 18.00 PER 100 TEST BALLOTS.

BID PRICE \$ 50.00 PER FORMAT CHANGE.

FORMULA USED IN DETERMINING LOW BIDDER: To be completed by Fort Bend County
Purchasing Agent.

ESIMATED QUANTITIES ONLY:

100,000 (ELECTION BALLOTS) @ \$ _____ (BID PRICE PER 1,000) = \$ _____

1,000 (SAMPLE BALLOTS) @ \$ _____ (BID PRICE PER 100) = \$ _____

1,000 (TEST BALLOTS) @ \$ _____ (BID PRICE PER 100) = \$ _____

14 (FORMAT CHANGES) @ \$ _____ (BID PRICE EACH) = \$ _____

DOES VENDOR MEET OR EXCEED EACH AND EVERY SPECIFICATION LISTED HEREIN (i.e. references submitted, etc.)?

PARAGRAPH E RESPONSE:

COUNTY	CONTACT PERSON	TELEPHONE NUMBER
Galveston County	Jessie Kirkendall, Co. Clerk	409) 766-2209
Orange County	Molly Theriot, Co. Clerk	409) 883-7740
Liberty County	Wanda Barker, Co. Clerk	409) 336-8071
McLennan County	John Willingham, Admin. Elections	817) 757-5000

INITIALS OF BIDDER: Jm DATE: 2-16-89



FORT BEND COUNTY CLERK

DIANNE WILSON
COUNTY CLERK

50/2
40 1380

Departments:

Courts

(713) 341-8660

Recording/Vital Statistic

(713) 341-8653

Elections/Voter Registration

(713) 341-8670

Micrographics

(713) 341-8683

TO: Commissioners Court
Purchasing Agent

FROM: Dianne Wilson
County Clerk

RE: Agenda #20, December 18, 1989

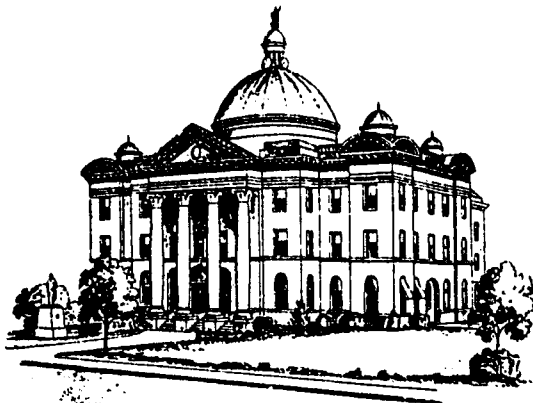
DATE: December 18, 1989

Agenda item #20 request to advertise for bids for a film copier for the County Clerk's office.

This item was approved in the 1990 budget at an approximate cost of \$19,000.00.

Upon award of said bid, I request immediate delivery (10 days) upon issuance of the purchase order number.

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 20, 1989

Hart Graphics, Inc.
P.O. Box 968
Austin, Texas 78767

Ref: Annual contract for the printing of election ballots for the Fort Bend
County Clerk. Bid #89-033.

Gentlemen,

This letter is to advise you that the Commissioners Court, Fort Bend
County, in Regular Session on December 18, 1989 ordered to renew your contract
with the County, on the above stated matter, at the following bid prices:

BID PRICE PER 1,000 ELECTION BALLOTS	\$180.00
BID PRICE PER 100 SAMPLE BALLOTS	18.00
BID PRICE PER 100 TEST BALLOTS	18.00
BID PRICE PER FORMAT CHANGE	50.00

The renewal period is 1 January 1990 thru 31 December 1990.

Point of contact will be Ms Shirley Davis at (713) 341-8670.

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

cf: Ms Dianne Wilson
Ms Shirley Davis
County Auditor

22. CONSIDER APPLICATION FROM ENTEX TO LAY FORCE MAINS UNDER MASON RD., CANYON LINKS DR. & ALONG WESTHEIMER PARKWAY, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application from Entex to lay force mains under Mason Rd., Canyon Links Dr. & along Westheimer Parkway, Pct. 3. (Recorded in minutes in full)

23. CONSIDER APPLICATION FROM SUGARLAND PROFESSIONAL PLAZA 1 TO INSTALL WATER LINE AND OTHER RELATED CONSTRUCTION UNDER WILLIAMS TRACE BLVD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Sugarland Professional Plaza 1 to install water line and other related construction under Williams Trace Blvd. Pct. 4. (Recorded in minutes in full)

24. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TO INSTALL CABLE ALONG MOORE RD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Southwestern Bell to install cable along Moore Rd., Pct. 4. (Recorded in minutes in full)

25. CONSIDER ACCEPTING DRAINAGE EASEMENT ON J.A. EVERSOLE TRACT, PCT. 2:

Postpone

26. SET PUBLIC HEARING FOR ACCEPTING ROADS IN ONE OAK CHASE SUB., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing for JANUARY 15, 1990 at 10:30 a.m. to consider accepting roads in One Oak Chase Subdivision, Pct. 2.

27. CONSIDER ACCEPTING OR REJECTING BIDS FOR THE FOLLOWING: (1) JANITORIAL SERVICE TO GEORGE MEMORIAL LIBRARY (#90-013); (2) JANITORIAL SERVICE TO COURTHOUSE COMPLEX AND OTHER BUILDINGS (#90-014); (3) ELEVATOR MAINTENANCE FOR COURTHOUSE COMPLEX (#90-015); (4) PIPE & FITTINGS FOR COUNTY LANDFILL (#89-086):

Accept or reject janitorial service to George Memorial Library:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to HOMEWORKS, ETC., for janitorial service at George Memorial Library, subject to certificate of insurance being submitted, effected January 1, 1990. (Recorded in minutes in full)

Accept or reject janitorial service to courthouse complex and other buildings:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the bid be awarded to HOMEWORKS, ETC., for janitorial services at the courthouse complex and other buildings. (Recorded in minutes in full)

Accept or reject elevator maintenance for courthouse complex:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the Commissioners' Court finds that the bid be awarded to DOVER ELEVATOR CO. for elevator maintenance for courthouse complex. (Recorded in minutes in full)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 18th day of December, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Entex dated 10/24/89, permit no. 81107 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pressley, seconded by Commissioner Lutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Brachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Foster
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. # 81107

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

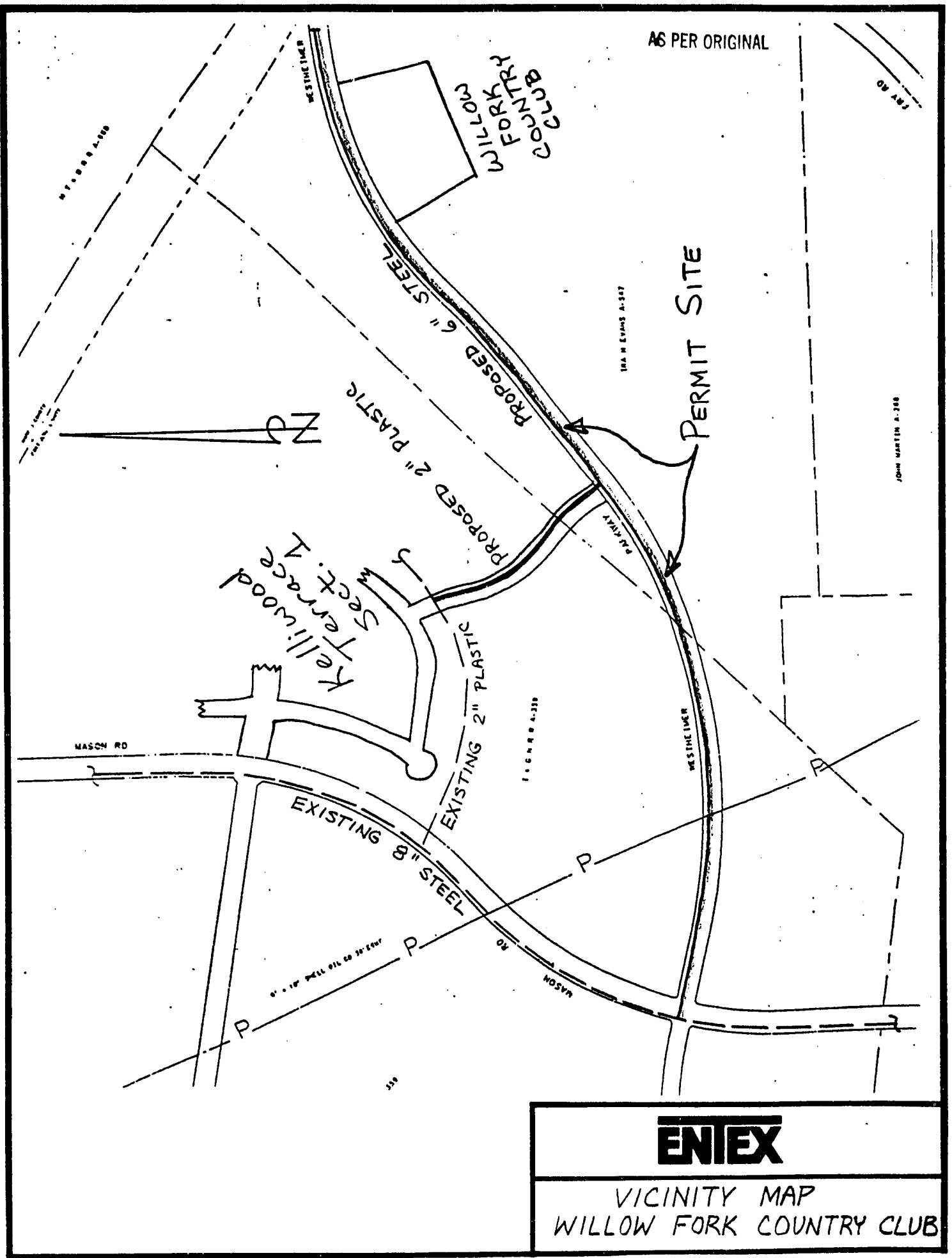
Karl E Baker
Karl E. Baker, P.E.
Assistant Engineer
12-11-89
Date

- ✓
----- (1) Complete Application Form
- ✓ a. Name of road, street and/or highway affected
- ✓ b. Map or plat showing course of direction
- ✓ c. Plans and specifications
- ✓
----- (2) Bond
- \$ 150,000 Perpetual bond currently posted
- or-
- Performance bond submitted in the amount of -----

1385

PRECINCT NO. 3
PERMIT NO. 81107

-----Houston, TX 77252-2628-----
City State Zip
TELEPHONE NO: (713) 654-5145-----



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 18th day of December, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Sugarland Professional Plaza I dated 11/9/89, permit no. 81108 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Pressley, seconded by Commissioner Butts, 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 Brechenberg
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.

picked up

Appl. # B1108

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

Karl E. Baker
 Karl E. Baker, P.E.
 Assistant Engineer
12-12-89
 Date

- ✓ _____ (1) Complete Application Form
- _____ ✓ a. Name of road, street and/or highway affected
- _____ ✓ b. Map or plat showing course of direction
- _____ ✓ c. Plans and specifications
- ✓ _____ (2) Bond

_____ Perpetual bond currently posted

-or-

_____ ✓ Performance bond submitted in the amount of \$2,000.00 ~~xx~~

~~AND~~ CASHIERS CHECK FOR
\$2000.00 ~~xx~~

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 Sugarland Professional
Plaza I as principal and _____
 _____ as surety, are held and firmly bond unto FORT BEND
 COUNTY a body corporate and politic under the laws of the State of Texas, in
 the penal sum of Two Thousand and No/100
 DOLLARS (\$2,000.00) law full currency of the United States of America,
 for the payment of which, well and truly to be made, we do hereby bind
 ourselves, our heirs executors, administrators and successors, jointly and
 severally and firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above 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, maintenance and/or repair of cables, conduits
 and/or pole lines) in, under, across and/or along roads, streets and highways
 in the County of Fort Bend and State of Texas, under the jurisdiction of the
 Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance
 with the minimum requirements and conditions of the above mentioned
 Commissioners Court order set forth and specified to be by said principal done
 and performed, at the time and in the manner therein specified, and shall pay
 over and make good and reimburse Fort Bend County, all loss and damages which
 Fort Bend County may sustain by reason of any failure or on the part of said
 principal, then this obligation shall be null and void, otherwise to remain in
 full force and effect.

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

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

EXECUTED this 9th, day of NOVEMBER, 19 89.

Sugarland Professional Plaza I
 PRINCIPAL

Charles H. Turner
 BY: Charles H. Turner
 Joint Venturer

 SURETY

 BY:

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)

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1391

TO COUNTY OF FORT BEND

PRECINCT NO. 4

PERMIT NO. 81108

AS PER ORIGINAL

Formal notice is hereby given that Sugarland Professional Plaza I
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	Length of	Type of Construction
Williams Trace Blvd	500' South of Edgewater Blvd	90'	X
Williams Trace Blvd	500' South of Edgewater Blvd	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	To	Distance

General Description

See Attached Sheet

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: Sugarland Professional Plaza I

AGENT and/or OWNER

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

(Signature)

NAME & TITLE Charles H. Turner, Joint Ventur
(Please Print) er

DATE: 11-9-89

ADDRESS: 407 Julie Rivers Dr., Suite 102
(Street/P.O. Box)

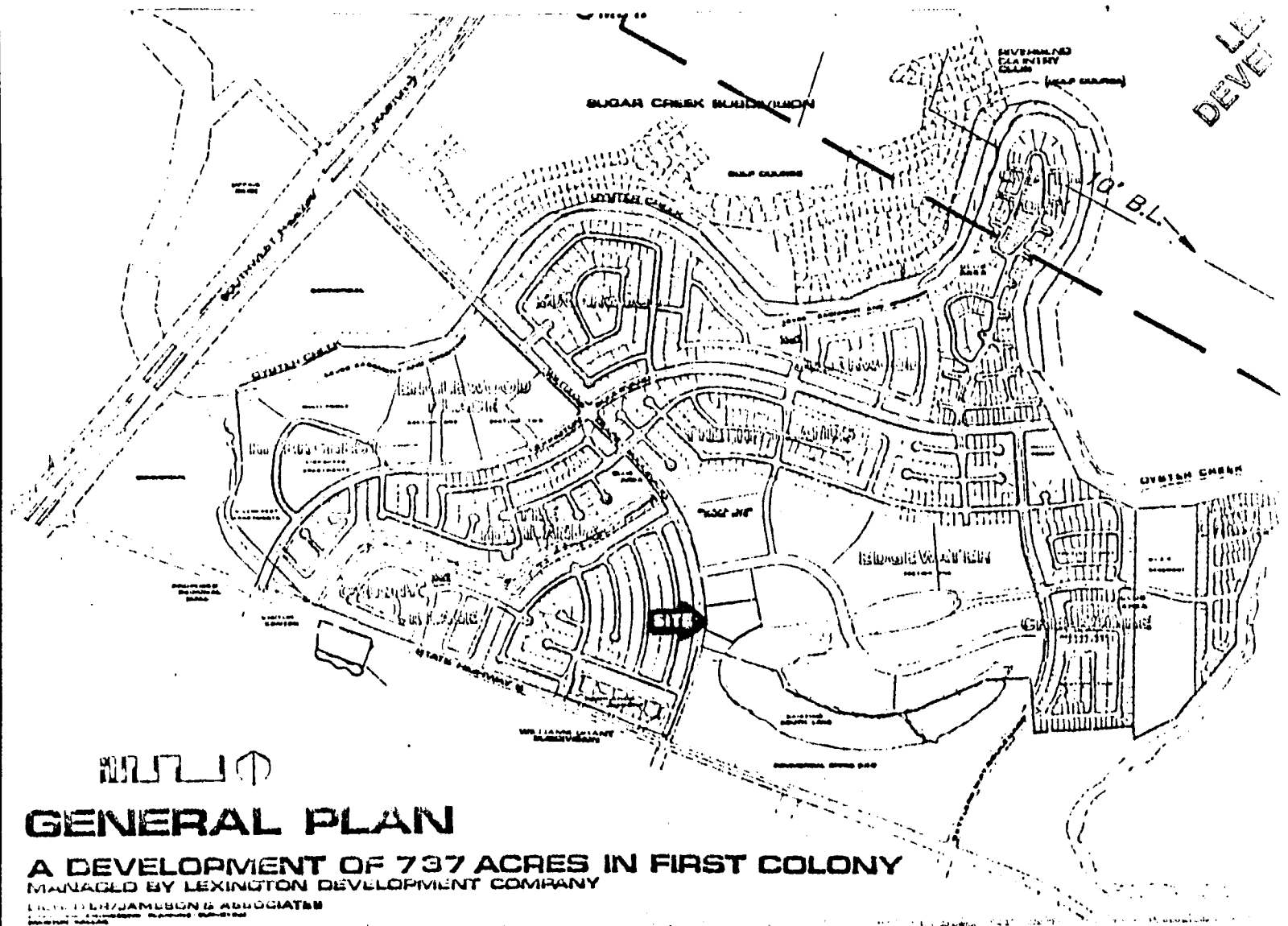
Sugar Land, Tx 77478
City State Zip

TELEPHONE NO: (713) 240-9300

GENERAL DESCRIPTION

Two (2) 20' wide driveway tie-ins on North bound of Williams Trace Blvd. at 450' and 480' south of Edgewater Blvd; construct new 45' wide median cut on Williams Trace Blvd at 440' south of Edgewater Blvd.; remove existing 45' wide median cut on Williams Trace Blvd. at 560' south of Edgewater Blvd.; install flushing valve/hydrant on South Bound of Williams Trace Blvd. 425' South of Edgewater Blvd; sanitary sewer tie-in to existing manhole on east side of Williams Trace Blvd. 415' South of Edgewater Blvd.; 2" water tap from East Side to West Side of Williams Trace Blvd., 500' south of Edgewater Blvd.

AS PER ORIGINAL



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 18th day of December, 19 89, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Co. dated December 4, 1989, permit no. 81109 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Putts, 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 Prochberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Foster
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.

40 1395

Appl. # 81109

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

Karl E. Baker

Karl E. Baker, P.E.
Assistant Engineer

12-13-89
Date

- ✓
----- (1) Complete Application Form
- ✓ a. Name of road, street and/or highway affected
- ✓ b. Map or plat showing course of direction
- ✓ c. Plans and specifications
- ✓
----- (2) Bond
- \$150,000. 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)

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1396

TO COUNTY OF FORT BEND

PRECINCT NO. 4

PERMIT NO. 81102

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

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

Road or : Distance & Direction From : Length of : Type of Construction
Ditch Name : Nearest Intersection : Crossing : Bored:Jacked:Driven:Cased

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

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

MOORE ROAD : 15' NORTH OF STATE HWY.36 : NORTH : 2847'

General Description

proposed buried cable to be placed at a point 15' NORTH OF State Highway 36 on the
east right of way of Moore Road for a total distance of 2847'

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

The laying, construction, maintenance and/or repair of the proposed
installation shall be subject to "A Revised Order Regulating the Laying,
Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines,
Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend
County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend
County, Texas," as passed by Commissioners Court of Fort Bend County, Texas,
dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of
the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: SOUTHWESTERN BELL TELEPHONE CO.
AGENT and/or OWNER

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

M. Nance

(Signature)

NAME & TITLE MANAGER ENGINEER

(Please Print)

DATE: 12-04-89

ADDRESS: 14575 PRESIDIO SQUARE, ROOM 140
(Street/P.O. Box)

HOUSTON, TEXAS 77083

City State Zip

TELEPHONE NO: 561-4625

LOG# RP#34

AS PER ORIGINAL

40

OPER. RANGE

LINE

PRICE

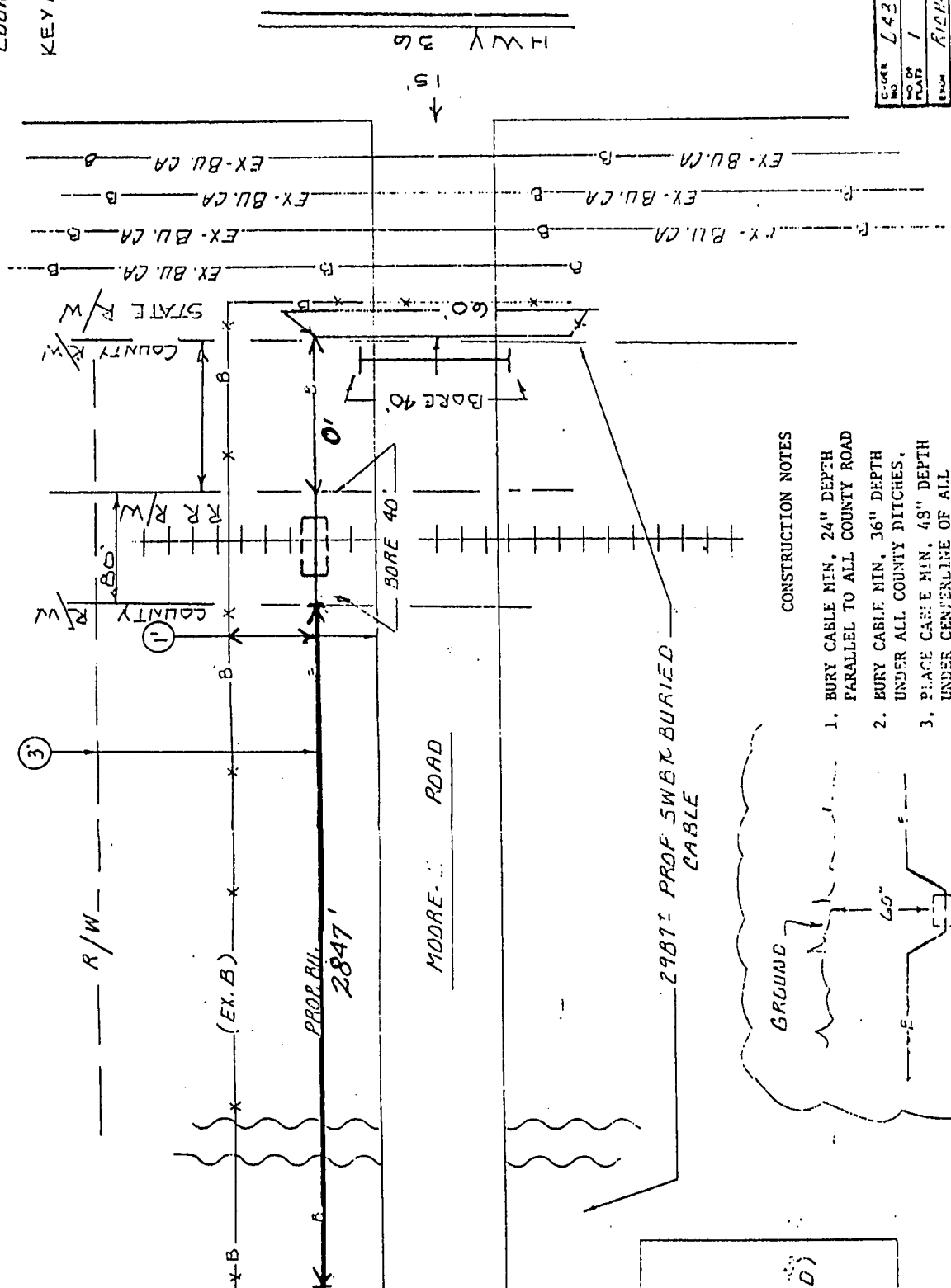
1397



COUNTY PERMIT

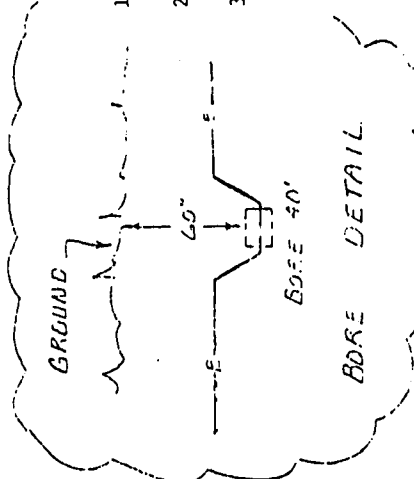
NTS

KEY MAP 603H



CONSTRUCTION NOTES

1. BURY CABLE MIN. 24" DEPTH
PARALLEL TO ALL COUNTY ROAD
2. BURY CABLE MIN. 36" DEPTH
UNDER ALL COUNTY DITCHES.
3. PLACE CABLE MIN. 49" DEPTH
UNDER CENTERLINE OF ALL
COUNTY ROADS.



RECEIVED

ORDER NO.	PLAT NO.	BLANK	CR	DATE	AREA	BY
L421542	1	RICH. ROSE	232	11-27	WHP 22	
PLAT				DATE	REVIEWED	
				REMARKS	GRAM	RK3
				PREPARED	BY	
				BY		

TEXAS HIGHWAY DEPARTMENT

- TELEPHONE COMPANY CONTRACTOR SHALL RESTORE RIGHT-OF-WAY TO ORIGINAL OR BETTER CONDITION WITHIN 10 DAYS AFTER WORK IS COMPLETED.

LEGEND:

PROP. BU. CA.

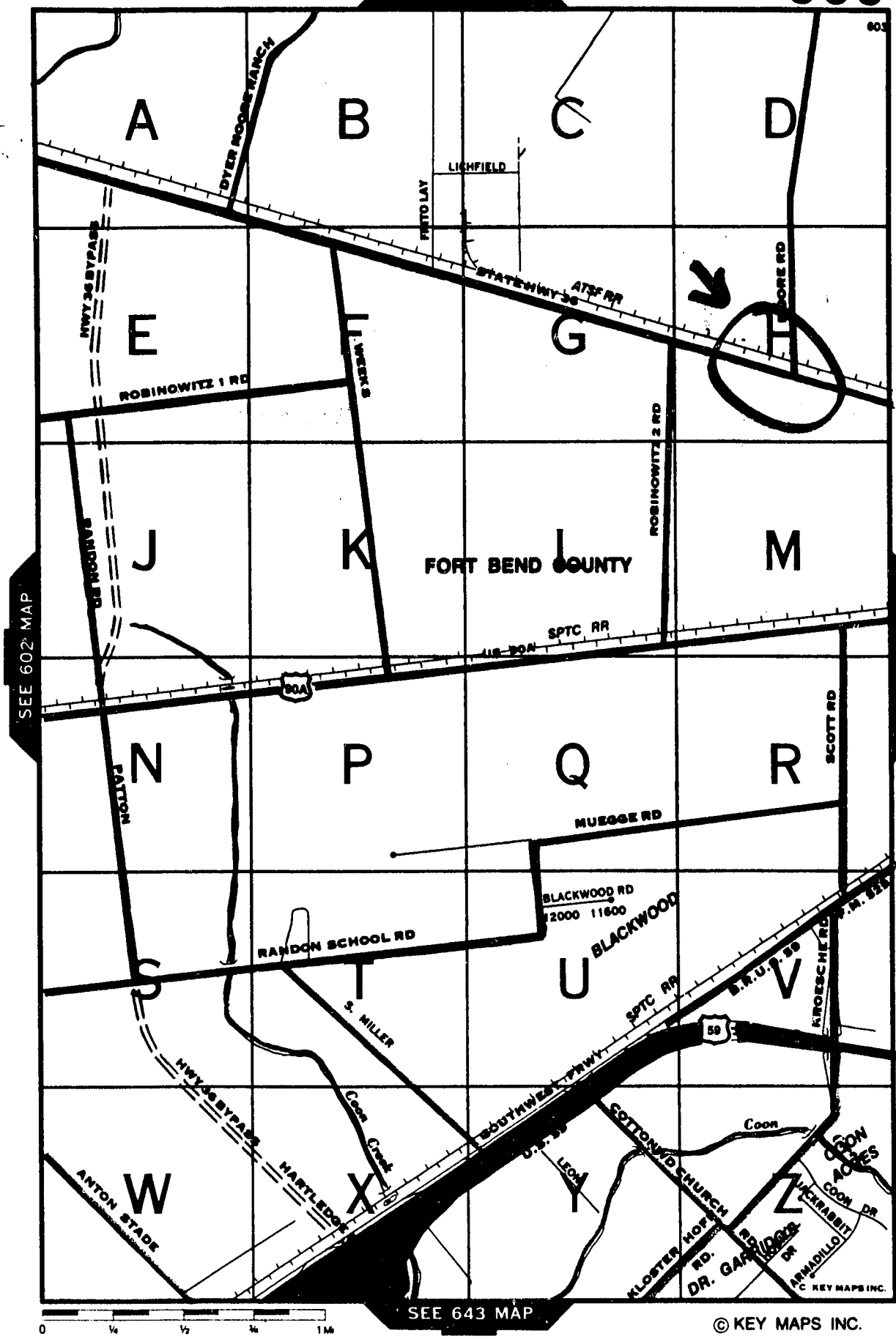
EX. BU. CA.

TO BE REMOVED)

50 P.E.

SEE 563 MAP

AS PER ORIGINAL



ANNUAL CONTRACT TO PROVIDE JANITORIAL SERVICES FOR THE GEORGE MEMORIAL LIBRARY. BID #90-013

27/1

<u>COMPANY</u>	<u>MONTHLY BID PRICE</u>	<u>REFERENCES</u>		<u>PROOF OF INSURANCE</u>	
		<u>CHECKED</u>		<u>FURNISHED</u>	
*Home Works, Etc. Houston, Texas	\$2,249.00	See Footnote		See attached	
The Greatest Janitorial Service Houston, Texas	\$2,449.00	Yes		Yes	
Jani-King Sugar Land, Texas	\$2,797.00	Yes		Yes	
BPA, Inc. Houston, Texas	\$4,550.00	Yes		Yes	
De La Rosa Building Maint.	\$2,250.00	Does not meet specs:	Workmans comp. insurance had expired, ltrs of unsatisfactory performance on file.		
Unique Building Maint.	\$2,587.00	Does not meet specs:	Bid not signed.		
Southwestern Building Svc.	\$2,642.00	Does not meet specs:	Proof of insurance had expired.		
Active Building Maint.	\$3,700.00	Does not meet specs:	Bid not signed, proof of insurance had expired.		

FOOTNOTE: Home Works, Etc. - low bidder, however, Purchasing could not verify that references provided were in fact similar or larger than this project. Recommend conditional award with contractor to furnish proof of job sizes and certificate of insurance by 12-22-89.



THE Farmers Insurance Group OF COMPANIES

JUDY A. BURCH INSURANCE AGENCY
20214 Braidwood, Suite 115
Katy, Texas 77450

phone # _____

December 6, 1989

To Whom It May Concern:

Regarding: Home Works Etc.

The following are insurance policies written through this agency, but not necessarily through Farmers Insurance Group of Companies.

GENERAL LIABILITY: POLICY # 7582 6632. Limits of \$500,000. with a general aggregate of \$1,000,000. for Premises and Operations.

BOND: Written through Western Surety Company in the amount of \$2,500. Bond number is 18240010, effective 12-7-89.

WORKMEN'S COMPENSATION: Previously written through T.W.C.A.R.P. The policy period was 10-18-88/89. This policy has been applied for again and Home Works Etc. should have the policy number. I do not have policy number nor policy in my office at this time.

Judy Burch
Judy Burch
Agent

when Date expires ↓ ?

FAST, FAIR, FRIENDLY SERVICE

Texas Workers' Compensation Assigned Risk Pool

8303 MoPac Expressway North—Suite 310

Austin, Texas 78759-8396

(512) 345-1222

40

1401

AS PER ORIGINAL

Date:

12-8-89

RE: Letter of Acknowledgement of Coverage

To Whom It May Concern:

Due to the mechanization of the functions of the Assigned Risk Pool, New and Renewal Binders are now issued by computer.

This letter is evidence of binding of your Texas Workers' Compensation coverage.

Name of Insured:

Home Works Etc.

Effective Date of Coverage:

12-9-89

Servicing Company Assigned:

Lumberman's

A thirty (30) day computer Binder will be issued and mailed to the insured, agent, and servicing carrier.

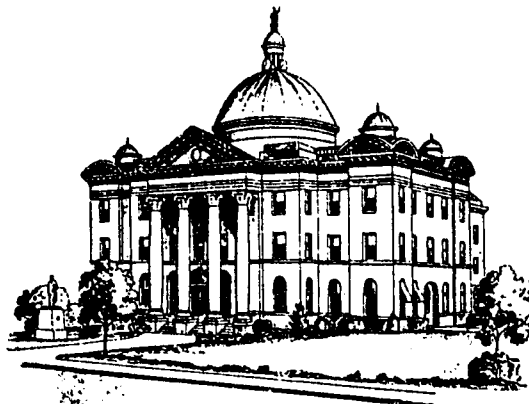
The servicing carrier will issue the policy. For questions or service of this account, we respectfully request that you contact them directly.

Texas Workers' Compensation Assigned Risk Pool

Examiner

Vernon Chappell

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



40

27/1
1402

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

STATE OF TEXAS
COUNTY OF FORT BEND

December 15, 1989

Each Member
Commissioners Court
Fort Bend County, Texas

Subject: George Memorial Library Janitorial Bid #90-013.

Gentlemen,

Attached please find the bid from Home Works, Inc. for Janitorial Service to the George Memorial Library Bid #90-013.

Please note the references on page 8 of the bid. I contacted Sgt. De Leon and Michael Laravee, both stated that Home Works, Inc. was doing a good job but that the offices were of a size that required only one person about 2 hours to perform their service. I was unable to contact Dr. C.E. Larkin.

Paragraph H, page 3 of the bid requires "a listing of current janitorial contracts on buildings of equal or larger size". The George Memorial Library has approximately 77,000 square feet of floorspace and should require 10 to 14 manhours to clean per the specifications. Furthermore, paragraph F, page 3 of the bid requires bidders to furnish WITH BID, proof of insurance in certain amounts. The documentation provided by Home Works, Inc. fails to address Property Damage coverage and fails to say when, or for how long, policy #7582-6632 was written. The insurance company name is also conspicuous by it's absence.

Should the Court elect to accept the bid from Home Works, Inc. as low bidder I recommend it do so on the condition that, not later than December 22, 1989, the contractor provide third party proof of the questionable areas outlined above. Should Home Works, Inc. fail to abide by the Courts direction I recommend the bid be awarded automatically to the next low bidder meeting specifications, i.e. The Greatest Janitorial Service effective 1 January 1990.

Sincerely,

A large, stylized handwritten signature in dark ink, appearing to read "John J. Hammett".

John J. Hammett

§ 262.027. Awarding of Contract

40 1403

See, also, italicized material following text of this section

(a) The officer in charge of opening the bids shall present them to the commissioners court in session. The court shall:

(1) award the contract to the responsible bidder who submits the lowest and best bid; or

(2) reject all bids and publish a new notice.

(b) If two responsible bidders submit the lowest and best bid, the commissioners court shall decide between the two by drawing lots in a manner prescribed by the county judge.

(c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the commissioners court and present evidence concerning the lower bidder's responsibility.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

Amendment by Acts 1987, 70th Leg., ch. 722, § 5

V.T.C.A. Government Code, § 311.031(c) provides, in part, that the repeal of a statute by a code does not affect an amendment of the statute by the same legislature which enacted the code and that the amendment is preserved and given effect as part of the code provision.

Section 5 of Acts 1987, 70th Leg., ch. 722, amends § 7(c) of Vernon's Ann.Civ.St. art. 2368a.5 [now, subsec. (c) of this section] without reference to the repeal of said article by Acts 1987, 70th Leg., ch. 149, § 49(1). As so amended, § 7(c) of art. 2368a.5 reads:

"A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the commissioners court and present evidence concerning the lower bidder's responsibility. In determining who is a responsible bidder, the commissioners court may take into account the safety record of the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership, or institution, provided, however, that the commissioners court has adopted a written definition and criteria for accurately determining the safety record of a bidder and has given notice to prospective bidders, in the bid specifications, that the safety record of a bidder may be considered in determining the responsibility of that bidder and, provided further, that such determinations are not arbitrary and capricious."

110 Proj: 622501200
References not completed

INVITATION FOR BIDS
ANNUAL CONTRACT TO PROVIDE JANITORIAL SERVICES FOR THE FORT BEND COUNTY
GEORGE MEMORIAL LIBRARY
CONTRACT EXPIRES: 31 DECEMBER 1990 (RENEWABLE CONTRACT)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

40 1404

2249

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
12 - 11 - 89	90-013	11 - 27 - 89	1	8

Sealed bids, subject to the Terms and Conditions of this Invitation For Bids, to provide janitorial services for the Fort Bend County George Memorial Library, as described on the attached specifications, will be received in the Office of the County Judge, Fort Bend County, Courthouse Annex, 507 Jackson St., Richmond, Texas 77469 until 1:30 P.M., MONDAY, DECEMBER 11, 1989 at which time they shall be opened and publicly read. Bids are binding under the Laws of the State of Texas. Fort Bend County Commissioners Court reserves the right to reject any or all bids. Do not add sales tax in bid price, Fort Bend County is tax exempt. Submit bid on this form in its entirety. Insure that all pages of bid form are signed or initialed. Bids not submitted on this form will be disqualified. Use attached mailing label on your envelope when submitting bid. Successful and unsuccessful bidders will be notified in writing, DO NOT TELEPHONE THE PURCHASING DEPARTMENT. Attach nothing to this bid, unsolicited brochures will be discarded.

AS PER ORIGINAL

HOME WORKS ETC
LEGAL NAME OF CONTRACTING COMPANY

CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
Sheila Torry	President	713-5292482

COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
P.O. Box 300462	Houston, Tx.	77230

COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE
5613 Almeda	Houston, Tx.	77004

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE JANITORIAL SERVICES 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 AND THAT I WILL NOT BE PERMITTED TO ATTEMPT ENFORCEMENT OF ANY OTHER CONTRACT OR CONTRACT PROVISIONS.

SIGN HERE:

Sheila Torry

12-11-89
DATE

SIGNER'S TYPED NAME	TITLE	PHONE NUMBER
Sheila Torry	President	713-529-2482

ACCEPTED:	COUNTY JUDGE, FORT BEND COUNTY, TEXAS	DATE

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
12 - 11 - 89	90-013	11 - 27 - 89	2	8

A. SCOPE:

It is the intent of Fort Bend County to contract with one (1) vendor to provide janitorial services at the Fort Bend County George Memorial Library as specified herein.

B. PERIOD OF CONTRACT:

This contract is for the period 1 JANUARY 1990 thru 31 DECEMBER 1990. It may be renewed yearly, for 2 additional years (thru 31 December 1992), under the same terms and conditions if mutually agreeable by both parties. This contract may be cancelled by Fort Bend County after three (3) letters of unsatisfactory service are sent to the contractor. The contractor must give 45 days written notice of cancellation to the County.

C. MANDATORY PRE-BID CONFERENCE:

A mandatory pre-bid conference and site visit will be conducted on THURSDAY, NOVEMBER 30, 1989 at 10:00 A.M. All bidders are required to attend. The pre-bid conference will be held in the the Board Room of the George Memorial Library, 1001 Golfview Drive, Richmond, Texas. Bidders who do not attend and/or who do not sign-in at the pre-bid conference will be disqualified. Bid packets will be issued ONLY at the pre-bid conference. Notice of this conference was in the Legal Notice, Invitation to Bidders, published in accordance with the statutes of the State of Texas.

D. PAYMENT BY THE COUNTY:

Payment by the County will be by check within 30 days after receipt of invoice; however, during the final month of the contract, payment will be prorated daily and the County will only pay for those days that satisfactory cleaning is accomplished (during that month a full inspection to determine satisfactory cleaning may be conducted daily by a Fort Bend County employee).

E. NONAPPROPRIATION:

In the event sufficient funds shall not be appropriated for the payment of this contract as required to be paid in the next occurring renewal term, and if Fort Bend County has no funds legally available for payment from other sources, then Fort Bend County may terminate this agreement at the end of its Fiscal Year and Fort Bend County shall not be obligated to make payments as provided for in this agreement beyond the end of that Fiscal Year. Fort Bend County agrees to deliver notice to vendor of such termination at least sixty (60) days prior to the end of the original term or the then current renewal term.

INITIALS OF BIDDER (IN INK): ST DATE: 12/11/89

AS PER ORIGINAL

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
12 - 11 - 89	90-013	11 - 27 - 89	3	8

F. INSURANCE:

1. Bidders must furnish, WITH BID, proof of insurance in the following minimum amounts:
 - a. General Comprehensive Liability: \$500,000
 - b. Property Damage: \$100,000
 - c. Business Services Bond: \$ 2,500
 - d. Workers' Compensation: As required by State of Texas.
2. Successful bidder must agree to maintain in force, for the period of this contract, the above stated insurance.

G. PERFORMANCE BOND:

A \$500.00 Cashier's Check must be furnished to the office of the County Purchasing Agent by the successful bidder within ten (10) calendar days after the date of bid award; failure to do so will result in automatic withdrawal of bid. Check will be returned to contractor upon full compliance with terms of this contract at the conclusion of the contract and any renewals.

H. REFERENCES:

Bidders must furnish, WITH BID, a listing of current janitorial contracts on buildings of equal or larger size and type. References must state contact person's name and phone number at each location. References will be checked and onsite inspections may be made.

I. GENERAL CONDITIONS:

1. The George Memorial Library Building is approximately 77,000 sq. ft. with approximately 12,000 sq. ft. unused and uncleaned on the 2nd floor.
2. The contractor shall supply all cleaning supplies, equipment and personnel necessary for cleaning, disinfecting and upkeep of floors, carpets, walls, trim, fixtures, interior glass and dusting of furniture. Supplies must be approved by Library prior to use. Fort Bend County will supply trash bags, soap refills and paper products, i.e. paper towels, toilet tissue, napkins and tissue seat covers. Grounds, loading dock and amphitheater seating will be cleaned by County personnel.
3. Bid submitted will be for cleaning seven times a week, Monday thru Friday, from 9:30 p.m. to 1:30 a.m. and on Saturday and Sunday, after 6:00 p.m. Scheduling adjustments due to holidays must be mutually agreed upon by the Library and vendor. Only authorized cleaning personnel are allowed in the building during these hours.

INITIALS OF BIDDER (IN INK):

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DATE:

12/11/89

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
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4. The contractor will be responsible for losses or damages which are traceable to the cleaning staff. Should polygraph tests be required to determine liability, the contractor will be responsible for the costs of such tests. Any damages by the cleaning crew should be reported to Library Management the following work day.
5. No food or drink is allowed in the building by the cleaning staff. No smoking is allowed in the building at any time.
6. The cleaning staff will not use any building equipment, such as telephones, typewriters, copy machines, etc. Cleaning staff must never open drawers, files, etc.
7. The contractor is responsible for the security of the building during cleaning hours. All entrances must be secure after entering and upon leaving the building. If keys are lost, the contractor is responsible for all costs necessary to re-establish security, i.e. new locks, keys, labor, etc. The contractor's access shall be limited to 2 set of keys, furnished by the County. At the end of the contract, all outside door locks with specified duplicate keys must be changed at the contractor's expense by a County approved vendor.
8. The contractor must keep a nightly roster of cleaning personnel in the building and their work assignments. The schedule of all periodic tasks and their sign off will be available for review by the County.
9. The cleaning crew shall be supervised at all times. All services should be periodically inspected by a contractor's representative (at least weekly) and any corrective action taken immediately. It is the responsibility of the supervisor to correct routine problems before they come to the attention of the library staff.
10. Additional services not specified may be contracted for at a rate agreeable to both parties (Example: Special sealants, more carpet cleaning, additional occupied space, etc.).

J. SPECIFICATIONS:

The following specifications are intended to provide a high professional level of cleanliness and luster in the Library. All processes needed to insure this goal shall be provided by the contractor, to include, but not limited to the following.

INITIALS OF BIDDER (IN INK): ST DATE: 12/11/89

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1. DAILY SERVICE:

a. RESTROOMS:

- (1). Wet mop ceramic tile floor with disinfectant solution, remove all stains.
- (2). Wash and disinfect all surfaces of urinals, bowls and tanks.
- (3). Wash mirrors and vanity shelves.
- (4). Clean and dry polish faucets, soap dispensers, napkin machines and disposal units, towel and tissue dispensers, and waste receptacles to a high gloss shine.
- (5). Damp wipe low ledges, sills and stall partitions.
- (6). Empty all waste containers, replace liners and remove waste as designated.
- (7). Clean and disinfect all waste and sanitary napkins containers both inside and out.
- (8). Spot clean all walls and doors.
- (9). Restock all restroom supplies, i.e. toilet tissues, napkins, soap refills, etc.

b. ELEVATORS:

- (1). Clean, polish and remove finger marks and smudges from elevator doors, walls and control panels. Polish to a high gloss shine.
- (2). Sweep, vacuum or spot clean floor covering.
- (3). Clean door tracks to remove all debris, and polish with non-abrasive products.

c. CENTER PUBLIC STAIRWAY:

- (1). Sweep stairs and landings.
- (2). Dust handrails and ledges.
- (3). Completely clean all glass.

d. FLOOR COVERING:

- (1). CARPET: Vacuum and spot clean. Vacuum from corner to corner and clean any spillage.
- (2). UNPOLISHED GRANITE: Dry mop or vacuum and spot clean.
- (3). FLOOR IN PUPPET THEATER: Wooden flooring - Dust mop and spot clean. Carpeted steps - Spot clean.
- (4). TILE (SHIPPING & RECEIVING, CLOSED STACKS, AND KITCHENS): Dust mop and spot clean.

INITIALS OF BIDDER (IN INK): ST DATE: 12-11-89

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
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e. INTERIOR GLASS (WINDOWS EXCLUDED):

Spot clean all interior glass - doors, walls and partitions to a height of 10 feet.

f. MISCELLANEOUS CLEANING SERVICES:

- (1). Empty waste baskets and remove all trash to designated areas.
- (2). Install waste basket liners, replace as necessary.
- (3). Clean and polish all drinking fountains to a high gloss shine.
- (4). Clean and remove finger marks and smudges from all walls, wall switches and thermostats.,
- (5). Clean and polish all doorknobs and door fixtures.
- (6). Clean door mats.
- (7). Clean and polish all hand rails and banisters to a high gloss shine.
- (8). Clean daily table tops and chairs, counter tops and appliance exteriors in staff lounge and kitchens.
- (9). Maintain Janitor's closets in a clean and orderly fashion.
- (10). Clean and polish door and elevator thresholds.
- (11). Clean all telephones, including pay telephones, weekly.
- (12). Clean stage floor and dressing rooms occasionally as use warrants.

2. WEEKLY SERVICE: All above, plus.

a. RESTROOMS:

- (1). Dust hard to reach areas.
- (2). Wash stall partitions, doors and walls completely with disinfectant solution.

b. ELEVATORS:

Mop granite floors.

c. CENTER PUBLIC STAIRWAY:

Wet mop stairs and landings (include all exposed areas).

d. FLOOR COVERING:

- (1). UNPOLISHED GRANITE: Wet mopped.
- (2). TILE (SHIPPING AND RECEIVING, CLOSED STACKS, AND KITCHENS): Damp mopped and spray buffed.

INITIALS OF BIDDER (IN INK):

ST

DATE:

12-11-89

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
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e. DUSTING AND FURNITURE CARE:

Dust all exposed areas on desks and other work surfaces and wipe granite tops.

3. MONTHLY:

Clean interior of refrigerators and microwaves.

4. QUARTERLY: All above, plus.

a. RESTROOMS:

- (1). Machine scrub ceramic tile floors and wax lightly.
- (2). Clean or dust all light fixtures, grills, and hard to reach areas.

b. ELEVATORS:

Dust ceiling panels and high ledges.

c. STAIRWELLS (EXCLUDING CENTER PUBLIC STAIRWAY):

- (1). Sweep stairs and landings.
- (2). Dust handrails and ledges.
- (3). Spot clean walls and doors.
- (4). Dust frames and lights.
- (5). Wet mop stairs and landings.

d. FLOOR COVERINGS:

- (1). UNPOLISHED GRANITE: Machine scrubbed.
- (2). FLOOR IN PUPPET THEATER: Wooden flooring - Buffed as needed. Carpeted steps - Vacuum monthly.

e. DUSTING AND FURNITURE CARE:

- (1). Dust ceiling lights. Remove all spider webs as needed.
- (2). Vacuum upholstered furniture.
- (3). Dust shelf canopies (top) and empty shelves.
- (4). Dust paneling in Meeting Room.

f. INTERIOR GLASS (WINDOWS ARE EXCLUDED):

Completely clean all interior glass surfaces - doors, walls, partitions, and main staircase to a height of 10 feet.

INITIALS OF BIDDER (IN INK): ST DATE: 12-11-89

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
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5. SEMI-ANNUAL:

TILE FLOOR COVERING (SHIPPING AND RECEIVING, CLOSED STACKS, AND KITCHENS): Stripped and waxed.

6. ANNUAL:

a. STAIRWELLS (EXCLUDING CENTER PUBLIC STAIRWAY):

Wash walls and doors.

b. FLOOR COVERINGS:

CARPET: Complete shampooing (to total 52,000 sq. ft.) by a method approved by the library. Some areas will be shampooed semi-annual, while others will be excluded entirely. Schedule is to be agreed upon with the Library.

K. BIDDER COMPLETE THE FOLLOWING:

QUOTE A MONTHLY BID PRICE FOR CLEANING, AS SPECIFIED IN THIS INVITATION FOR BIDS, SEVEN (7) DAYS A WEEK.

1. NAME OF COMPANY: HOME WORKS ETC.

2. TOTAL MONTHLY BID PRICE \$ 2249.00

3. IS PROOF OF INSURANCE ATTACHED? x YES NO

4. REFERENCES: Company, contact person, phone number (see page #3).

7 offices: a. Texas Dept of Public Safety Sgt. De Leon 465-8462

b. Social Security Office Micheal Laravee 653-3075

c. Lyons Ave. Professional Building Dr. C.E. Larkin 922-3128

5. NAME OF YOUR COMPANIES REPRESENTATIVE(S) WHO ATTENDED THE MANDATORY PRE-BID CONFERENCE AT 10:00 A.M., ON NOVEMBER 30, 1989.

Shula Gorry

INITIALS OF BIDDER (IN INK): Shula Gorry DATE: 12-11-89



Farmers Insurance Group OF COMPANIES

JUDY A. BURCH INSURANCE AGENCY
20214 Braidwood, Suite 115
Katy, Texas 77450

phone # _____

December 6, 1989

To Whom It May Concern:

Regarding: Home Works Etc.

The following are insurance policies written through this agency, but not necessarily through Farmers Insurance Group of Companies.

GENERAL LIABILITY: POLICY # 7582 6632. Limits of \$500,000. with a general aggregate of \$1,000,000. for Premises and Operations.

BOND: Written through Western Surety Company in the amount of \$2,500. Bond number is 18240010, effective 12-7-89.

WORKMEN'S COMPENSATION: Previously written through T.W.C.A.R.P. The policy period was 10-18-88/89. This policy has been applied for again and Home Works Etc. should have the policy number. I do not have policy number nor policy in my office at this time.

Judy Burch
Judy Burch
Agent

FAST, FAIR, FRIENDLY SERVICE

40

1413

Texas Workers' Compensation Assigned Risk Pool

8303 MoPac Expressway North-Suite 310

Austin, Texas 78759-8396

(512) 345-1222

AS PER ORIGINAL

Date: 12-8-89

RE: Letter of Acknowledgement of Coverage

To Whom It May Concern:

Due to the mechanization of the functions of the Assigned Risk Pool, New and Renewal Binders are now issued by computer.

This letter is evidence of binding of your Texas Workers' Compensation coverage.

Name of Insured: Home Works Etc.Effective Date of Coverage: 12-9-89Servicing Company Assigned: Lumberman's

A thirty (30) day computer Binder will be issued and mailed to the insured, agent, and servicing carrier.

The servicing carrier will issue the policy. For questions or service of this account, we respectfully request that you contact them directly.

Texas Workers' Compensation Assigned Risk Pool

Vernon Chappell
Examiner

40 1414

ANNUAL CONTRACT TO PROVIDE JANITORIAL SERVICES FOR THE GEORGE MEMORIAL LIBRARY. BID #90-013

<u>COMPANY</u>	<u>MONTHLY BID PRICE</u>	<u>REFERENCES CHECKED</u>	<u>PROOF OF INSURANCE FURNISHED</u>
*Home Works, Etc. Houston, Texas	\$2,249.00	See Footnote	See attached
The Greatest Janitorial Service Houston, Texas	\$2,449.00	Yes	Yes
Jani-King Sugar Land, Texas	\$2,797.00	Yes	Yes
BPA, Inc. Houston, Texas	\$4,550.00	Yes	Yes
De La Rosa Building Maint.	\$2,250.00	Does not meet specs: Workmans comp. insurance had expired, ltrs of unsatisfactory performance on file.	
Unique Building Maint.	\$2,587.00	Does not meet specs: Bid not signed.	
Southwestern Building Svc.	\$2,642.00	Does not meet specs: Proof of insurance had expired.	
Active Building Maint.	\$3,700.00	Does not meet specs: Bid not signed, proof of insurance had expired.	

FOOTNOTE: Home Works, Etc. - Low bidder, however, Purchasing could not verify that references provided were in fact similar or larger than this project. Recommend conditional award with contractor to furnish proof of job sizes and certificate of insurance by 12-22-89.

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

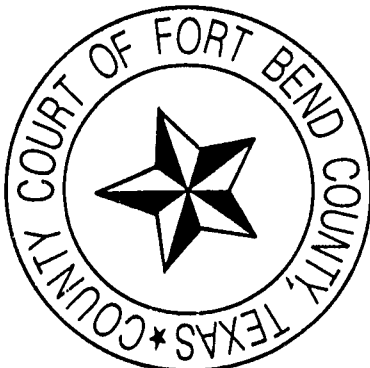
FORT BEND COUNTY, TEXAS

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 4, 1990.STARTING WITH
FILM CODE NO. 89vol. 40 pg. 1209ENDING WITH
FILM CODE NO. 89 vol. 40 pg. 1414DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXASBY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, / ON 4
DAY OF JANUARY, 19 90,
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 1417.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

27/2

1417

40

ANNUAL CONTRACT TO PROVIDE JANITORIAL SERVICES FOR THE FORT BEND COUNTY COURTHOUSE COMPLEX AND OTHER BUILDINGS. BID #90-014

TOTAL MONTHLY BID PRICE:

COMPANY	COUNTY COURTHOUSE, W.B. TRAVIS ANNEX (INCL. CO. CLERK) JANE LONG ANNEX					YELLOW HOUSE 401 S. THIRD RICHMOND		JUVENILE DETENTION 307 FORT RICHMOND		BUILDING AT 118 LEGION RICHMOND		DRAINAGE DISTRICT 3417 AVE F. ROSENBERG		EMS 4336 HWY 36 ROSENBERG	
Home Works, Etc. Houston, Texas *(SEE FOOTNOTE)	\$4,998.99		\$ 98.00		\$274.00		\$384.00		\$164.00		\$164.00				
BPA, Inc. Houston, Texas	\$5,601.02		\$ 87.30		\$320.10		\$339.50		\$145.50		\$121.25				
Jani-King Sugar Land, Texas	\$5,817.00		\$126.00		\$385.00		\$447.00		\$200.00		\$180.00				
The Greatest Janitorial Svc. Houston, Texas	\$5,995.00		\$125.00		\$200.00		\$470.00		\$190.00		\$200.00				
Unique Building Maint.	\$5,195.35		Does not meet specs:		Bid not signed.										
Active Building Maint.	\$5,774.25		Does not meet specs:		Bid not signed, insurance had expired.										
De La Rosa Building Maint.	\$5,809.00		Does not meet specs:		No workmans comp. insurance.										
Southwestern Building Svc.	\$5,995.00		Does not meet specs:		Insurance expired.										

*FOOTNOTE: Home Works, Etc. - Low bidder, however, Purchasing could not verify that references provided were in fact similar or larger than this project. Recommend conditional award with contractor to furnish proof of job sizes and certificate of insurance by 12-22-89.



THE
Farmers Insurance Group

OF COMPANIES

40

1418

JUDY A. BURCH INSURANCE AGENCY
20214 Braidwood, Suite 115
Katy, Texas 77450

phone # _____

December 6, 1989

To Whom It May Concern:

Regarding: Home Works Etc.

The following are insurance policies written through this agency, but not necessarily through Farmers Insurance Group of Companies.

GENERAL LIABILITY: POLICY # 7582 6632. Limits of \$500,000. with a general aggregate of \$1,000,000. for Premises and Operations.

BOND: Written through Western Surety Company in the amount of \$2,500. Bond number is 18240010, effective 12-7-89.

WORKMEN'S COMPENSATION: Previously written through T.W.C.A.R.P. The policy period was 10-18-88/89. This policy has been applied for again and Home Works Etc. should have the policy number. I do not have policy number nor policy in my office at this time.

Judy Burch
Judy Burch
Agent

FAST, FAIR, FRIENDLY SERVICE

Texas Workers' Compensation Assigned Risk Pool

8303 MoPac Expressway North—Suite 310

Austin, Texas 78759-8396

(512) 345-1222

40 • 1419
AS PER ORIGINAL

Date:

12-8-89

RE: Letter of Acknowledgement of Coverage

To Whom It May Concern:

Due to the mechanization of the functions of the Assigned Risk Pool, New and Renewal Binders are now issued by computer.

This letter is evidence of binding of your Texas Workers' Compensation coverage.

Name of Insured:

Home Works Etc.

Effective Date of Coverage:

12-9-89

Servicing Company Assigned:

Lumberman's

A thirty (30) day computer Binder will be issued and mailed to the insured, agent, and servicing carrier.

The servicing carrier will issue the policy. For questions or service of this account, we respectfully request that you contact them directly.

Texas Workers' Compensation Assigned Risk Pool

Vernon Chappell
Examiner

27/3

1420

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ANNUAL CONTRACT TO PROVIDE ELEVATOR MAINTENANCE FOR COURTHOUSE COMPLEX
BID # 90-015

CONTRACTOR	MONTHLY CHARGE	REFERENCES CHECKED OUT	PROOF OF INSURANCE FURNISHED
DOVER ELEVATOR CO. HOUSTON, TX.	\$995.00	YES	YES
ESCO ELEVATORS INC. HOUSTON, TX BASE BID	\$1032.00	YES	YES
GENERAL ELEVATOR HOUSTON, TX.	\$1175.00	YES	YES
ESCO ELEVATORS HOUSTON, TX ALTERNATE BID	\$1185.00	YES (W/BASE BID)	YES (W/BASE BID)

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1421

27/4

HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS FOR LANDFILL. BID #89-086.

<u>COMPANY</u>	<u>BID PRICE</u>	<u>DOES BID MEET SPECS</u>
Maskell-Robins, Inc. Houston, Texas	\$51,447.75	Yes
Waste Energy Technology Ft. Walton Beach, Florida	\$59,357.53	Yes

Accept or reject pipe & fittings for county landfill:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners' Court finds that the bid be awarded to MASKELL-ROBINS, INC. for pipe & fittings for county landfill. (Recorded in minutes in full)

28. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (COUNTY LANDFILL) AND LAND MATTERS (FM-762 BRIDGE PROJECT & EAST-END ANNEX), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,F), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in Closed Session.
No court action.

RECESS:

Commissioners' Court recessed at 12:45 p.m.

RECONVENE:

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

29. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR PURCHASE OF PHOTOGRAPHIC SUPPLIES FOR SHERIFF'S DEPT. (#90-016):

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

- 1) INDUSTRIAL PHOTOGRAPHIC SUPPLY INC.
- 2) JOBAR

30. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve bills as presented by Robert Grayless, Auditor.

31. ADDENDUM:

CONSIDER FINAL CLOSURE OF FORT BEND COUNTY LANDFILL PERMITS #1048 & 1554, AND APPROVE FINAL SETTLEMENT WITH LAIDLAW WASTE MANAGEMENT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize closure of Fort Bend County Landfill; and approve settlement with Laidlaw Waste Management in the amount of \$18,201.98 including the revenue of December fees totaling \$174,619.84.

32. ADJOURNMENT:

Commissioners' Court adjourned at 1:35 p.m. Monday, December 18, 1989.

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

On this the 18th day of December, 1989 at a Regular
Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

[Handwritten signatures of County Judge and Commissioners Precincts 1-4]

Now, therefore, be it resolved upon the motion of Commissioner

_____, Seconded by Commissioner _____,

duly put and carried, it is ordered that the bills be approved as presented
by Robert Grayless, County Auditor.

***** APPROVED *****

[Handwritten signature of Robert Grayless]

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

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1424

31



LAIDLAW WASTE SYSTEMS INC.

SETTLEMENT SCHEDULE - FT. BEND COUNTY/LAIDLAW WASTE SYSTEMS, INC.

I. YARDAGE 10/18 - 12/12 = 107,640.75 Cubic Yards (1554 overfill)
107,640.75 X 1.02 = \$109,793.57

II. REVENUE GENERATED 11/1 - 11/31 and 12/1 - 12/13 at 51% = \$174,619.84
(Funds not yet paid Ft. Bend County)

III. REVENUES OWED LAIDLAW WASTE SYSTEMS, INC.

109,793.57	(1554)
71,108.37	(1048)
11,919.88	(Vents)
<hr/>	
192,821.82	

REVENUES DUE FT. BEND COUNTY 174,619.84

REVENUES OWED LAIDLAW WASTE SYSTEMS, INC. 192,821.82

< 18,201.98 >

ATTACHMENTS: Monthly Reports
Closure Cost Comparison

~~192,821.82~~

P.O. BOX 143, ROSENBERG, TEXAS 77471 (713) 342-1288

CLOSURE COST COMPARISON

40

1425

I. PERMIT #1554 - LAIDLAW W.S. OPERATION 1,560,894.29 cu. yds.
Nov. 1, 1986 thru Oct. 17, 1988

ORIGINAL CLOSURE COST \$106,977.65

COST PER CUBIC YARD FOR THE LANDFILL \$.07
NORMAL COST FOR CLOSURE IS: \$.03

II. PERMIT #1048 - LAIDLAW W.S. OPERATION 790,093.00 cu. yds.
Oct. 18, 1988 thru Oct. 18, 1989

PROJECTED CLOSURE COST \$130,231.40

COST PER CUBIC YARD FOR THE LANDFILL \$.16

III. PERMIT #1554 - LAIDLAW W.S. OPERATION 94,000.00 cu. yds.
Oct. 19, 1989 thru ?

PROJECTED CLOSURE COST \$102,891.46

COST PER CUBIC YARD FOR THE LANDFILL \$ 1.09

IV. LANDFILL #1554

The difference in cost as projected for cover & vegetation is:

\$1.09 projected
- .07 average

\$1.02 cu. yd. difference

\$1.02 x 94,000 cubic yards = \$ 95,880.00

V. LANDFILL #1048

The difference in cost as projected for cover and vegetation is:

\$.16 projected
- .07 average

\$.09 cu. yd. difference

\$.09 x 790,093 cubic yards = \$ 71,108.37

VI. 5 VENT WELLS - the total invoice is \$11,919.88

\$ 11,919.88

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 18TH day of NOVEMBER, Drainage District Board of Fort Bend County, Texas met with the following present:

JODIE STAVINOH	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DAN GERKEN	DRAINAGE MANAGER
DIANNE WILSON	COUNTY CLERK

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

1. DISCUSS BIG CREEK BY-PASS EXCAVATION EASEMENT WIDTH ON BIG CREEK:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Denham voting to abstain, it is ordered to advertise for bids for Big Creek bypass excavation.

2. CONSIDER ACCEPTANCE OF ADDITIONAL EASEMENT WIDTH ON BIG CREEK:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept right-of-way from HUBERT E. GUBBELS, FRANCES GUBBELS and JOYCE GUBBELS MENDEL as presented by Dan Gerken. (Recorded in minutes in full)

3. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH ELDRIDGE ROAD MUNICIPAL UTILITY DISTRICT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve interlocal agreement with Eldridge Road Municipal Utility District. (Recorded in minutes in full)

4. DISCUSS AND CONSIDER MONTHLY REPORT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept as presented the NOVEMBER 1989 Monthly Report. (Recorded in minutes in full)

5. ADJOURNMENT:

Drainage District Board adjourned at 11:59 p.m., Monday, December 18, 1989.

8963825

2177 596

AS PER ORIGINAL

FORT BEND COUNTY DRAINAGE DISTRICT

40 1427

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,

KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Hubert E. Gubbels, P. O. Box 948, Lampasas, Tx. 76550

Frances Gubbels, P. O. Box 547, Rosenberg, Tx. 77471

Joyce Gubbels Mendel, 5312 Briar Tree Drive, Dallas, Tx. 75248

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 additional easement 135 feet in width parallel and adjacent to the left side of an existing easement 90 feet in width recorded in Volume 323, Page 204 of the Deed Records of Fort Bend County, Texas, and more particularly described as follows to-wit:

Beginning where the existing easement of Big Creek (designated by the District as II-B) commences from the Easterly boundary line of Grantor's land, situated in the Philo Fairchild Survey, Abstract 24;

Thence upstream in a Southwesterly direction, parallel and adjacent to the existing easement, to intersect and terminate at the Southerly boundary line of Grantor.

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.

AS PER ORIGINAL

100-101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2

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.

Subject to the terms and conditions of the Addendum attached.

Fort Bend County Drainage District joins herein to evidence its consent to the terms and conditions contained herein.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 18 day of December, A. D. 1989

Hubert E. Gubler
James E. Gubler
Francis Gubler

Fort Bend County Drainage District

By: John E. Starinoha
Its President

AS PER ORIGINAL 2177 598

THE STATE OF TEXAS

COUNTY OF Lampasas

BEFORE ME

40 1429

Sharon Moore, in and for
Lampasas County, Texas, on this day personally appeared
Hubert E. Subbels

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 1 day of November,
A. D. 19 89
(L. S.) Sharon Moore

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

AS PER ORIGINAL

THE STATE OF TEXAS

COUNTY OF Dallas

BEFORE ME

40 1430

AS PER ORIGINAL

_____, in and for
Dallas County, Texas, on this day personally appeared
Joyce H. H. H. H. H.

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 1st day of November,
 A. D. 1987
 (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

AS PER ORIGINAL

2177 601

THE STATE OF TEXAS

COUNTY OF

Jord Band }

BEFORE ME

40

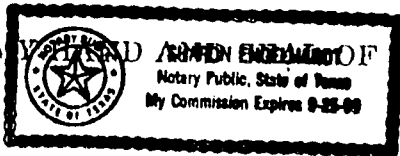
1431

Sharon Engelhardt
Jord Band
Sharon Engelhardt

County Texas, on this day personally appeared

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 17th day of November, A. D. 1984 (L. S.)



Sharon Engelhardt

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.

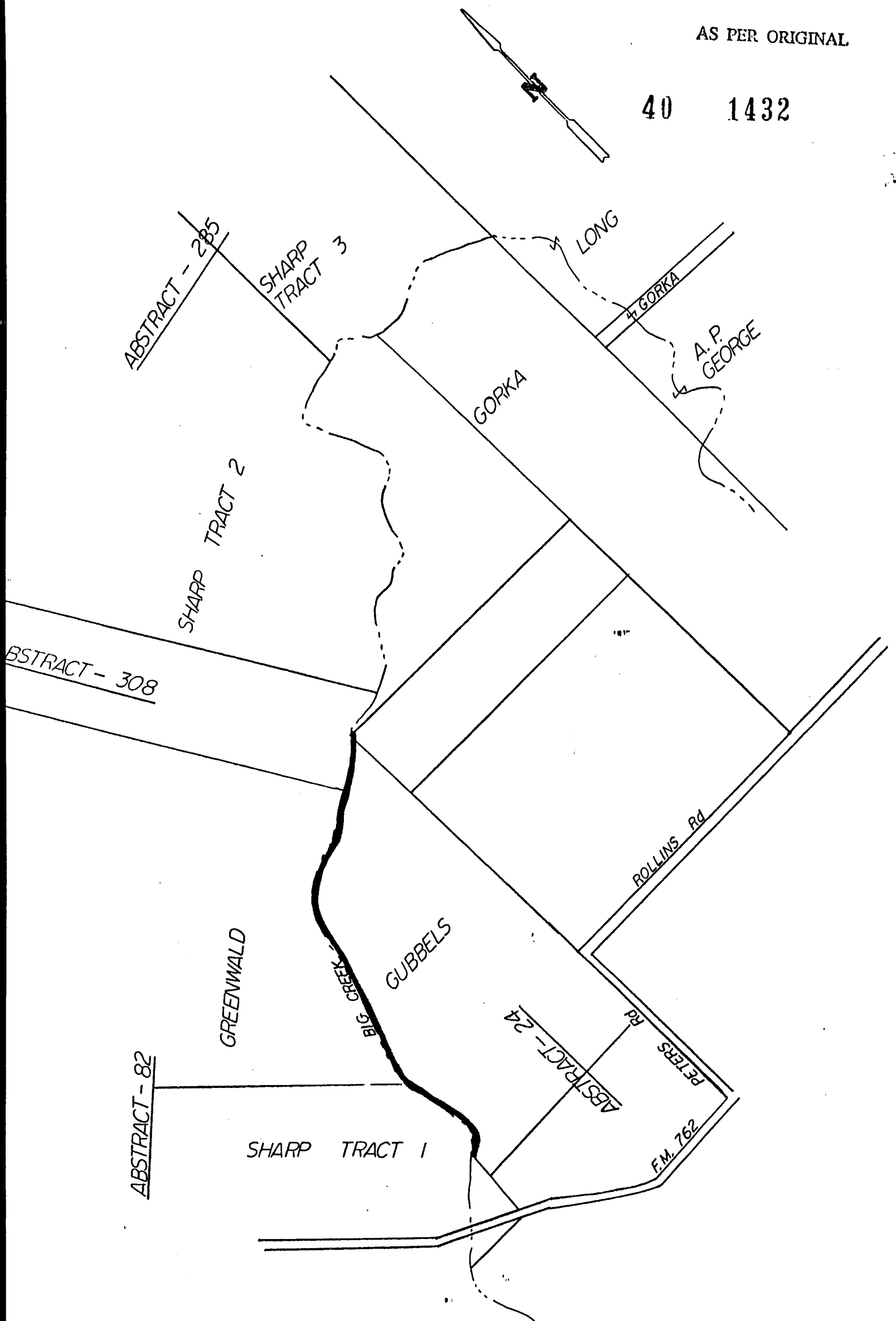
By Deputy

AS PER ORIGINAL

2177 602

AS PER ORIGINAL

40 1432



ADDENDUM TO FORT BEND COUNTY
DRAINAGE DISTRICT RIGHT-OF-WAY EASEMENT
DATED _____ DAY OF _____, 1989

40

1433

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE FORT BEND COUNTY DRAINAGE DISTRICT RIGHT-OF-WAY EASEMENT REFERENCED ABOVE, TO WHICH THIS ADDENDUM IS ATTACHED AND MADE A PART THEREOF, GRANTOR AND DISTRICT AGREE AS FOLLOWS:

1. The easement granted herein is non-exclusive.
2. Reservation herein by Grantor of the oil, gas and sulphur shall be continually construed as a reservation by Grantor of all of the minerals in, on and under the land including sand, gravel, soil, dirt, spoil and excavation by District, and all other minerals and substances whether similar or dissimilar.
3. Spoil excavated by District shall be cast, stockpiled or spread on land of Grantor immediately adjoining the easement as directed by Grantor, provided that stockpiling will be immediately adjacent to the channel, and spreading will be limited within approximately 200 feet of the channel's bank.
4. The District agrees to repair or replace any fence it damages or removes during the channel improvement project, with a fence of equal or better quality. The District will install water-gates within the channel section of the easement, as determined necessary. Fences constructed by the District consist of 3½" line posts approximately 14' apart; five strands of 12½ gauge (2 point) barbed wire evenly stretched and stapled to each post; 6" corner post and brace post as needed to ensure the stability of the fence.
5. The District agrees to protect existing bridges, within this easement, from damage during the construction or maintenance of the Big Creek Channel. In the event that damage is caused to said bridges by the District, either directly or through channel construction, the District will repair the structure (at its expense) to a condition equal to or better than that which existed prior to said damage.
6. The Drainage District will contact owners of any utility lines or pipelines, which cross Big Creek, prior to excavation in the immediate vicinity of said lines. Excavation of the channel across, over, under, along or above any utility line or pipeline will be done only with a representative of the utility line company or pipeline company present. If adjustment of said line is necessary to facilitate the Big Creek Channel improvements, the District will schedule its work in a reasonable manner so as not to interfere with the adjustments.
7. The District agrees to repair or reimburse Grantor for any damage caused to Grantor's property by the District in areas outside the limits established by this easement.
8. District agrees to install backslope drains and swale ditches along the improved channel to prevent soil erosion and provide drainage for adjacent land. After completion of channel improvements the District will install additional erosion control structures to protect Grantor's land as is determined necessary.
9. Grantor, together with all other reservations herein contained, further reserves the right to take, remove and use water from the drainage canal(s) and to construct and operate upon the easement herein granted such appurtenances and equipment as are reasonably necessary to the enjoyment of this reservation,

provided these appurtenances and equipment do not obstruct or block the District's ability to maintain the Big Creek channel and right-of-way. This does not release Grantor from his obligation to comply with local, state and/or federal regulations dealing with the usage of said water.

10. District shall place on notice each of its employees, agents, contractors and all parties under its direction who may at any time be upon the easement or any lands of Grantor that they are to only be on the land during work hours and no firearms, bows and arrows, traps, fishing gear or equipment are permitted on the premises and violation will subject them to criminal prosecution. Grantor reserves all hunting, fishing and trapping rights.
11. Grantor reserves every right and title to the lands not specifically granted herein to District as expressed in this instrument.
12. All construction, maintenance and future operations of District on the easement granted herein are at no cost to Grantor.
13. The District will include this easement in its maintenance program.

FILED

'89 DEC 20 A11:51

Dianne Hilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

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

DEC 26 1989



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

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
ELDRIDGE ROAD MUNICIPAL UTILITY DISTRICT

THE STATE OF TEXAS }

COUNTY OF FORT BEND }

This Interlocal Agreement ("Agreement") is entered into between the Fort Bend County Drainage District, hereinafter referred to as "Drainage District" and Eldridge Road Municipal Utility District, hereinafter referred to as "Eldridge Road".

WHEREAS, Eldridge Road desires that the Drainage District assist in the maintenance of certain drainage improvements more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Drainage Improvements").

WHEREAS, the governing body of Eldridge Road has duly authorized this Agreement;

WHEREAS, the Drainage District desires to assist Eldridge Road in the maintenance of Drainage Improvements ;

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 Eldridge Road mutually agree as follows:

1. The Drainage District hereby agrees, subject to the conditions stated herein, to maintain the Drainage Improvements upon written notice by the Board of Directors of Eldridge Road to the County Commissioner within whose precinct said drainage is located.
2. The written notice from the Board of Directors of Eldridge Road shall set forth the following:
 - a. Describe in detail the Drainage Improvements which Eldridge Road desires the Drainage District's assistance in maintaining and describe in detail the work Eldridge Road desires the Drainage District to perform.
 - b. The approximate date upon which Eldridge Road desires the Drainage District to commence such maintenance and the approximate duration of time that Eldridge Road desires the Drainage District to continue such maintenance.

- c. The construction materials that are anticipated by Eldridge Road to be used by the Drainage District in performing such maintenance, if any.
 - d. That Eldridge Road agrees to pay for any and all such materials as may be used by the Drainage District pertaining to the request.
- 3. Upon receipt of such written request, the County Commissioner within whose precinct the said drainage is located, will review and consider the request and review same with the Manager of the Drainage District, and if equipment and man-power are available, and the use of same will not interfere with or interrupt normal construction and maintenance of Fort Bend County drainage, the Drainage District will make arrangements to perform maintenance on the Drainage Improvements.
 - 4. Once the Drainage District has determined that equipment and man-power are available to perform the requested maintenance, as provided in Paragraph 3 above, the Drainage District agrees to furnish all necessary equipment and labor, at no cost to Eldridge Road, necessary for the maintenance of the Drainage Improvements, subject to the conditions herein stated.
 - 5. Eldridge Road agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising out of the Drainage District's performance of the maintenance of said Drainage Improvements. Notwithstanding any of the above provisions, if it is determined that the Drainage District is solely negligent with regard to any claim, demand or suit arising out of the aforementioned project, Drainage District will hold Eldridge Road harmless and indemnify Eldridge Road from all costs incurred in connection therewith.
 - 6. It is expressly understood and agreed that this Agreement may be terminated at any time by either party upon thirty (30) days written notice.
 - 7. It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December 1990, and must be renewed annually.
 - 8. It is expressly understood and agreed by the parties hereto that said Agreement will have no force or effect until duly executed by all parties as provided herein below.

SIGNED this 18th day of OCTOBER, 1989.

ELDRIDGE ROAD MUNICIPAL
UTILITY DISTRICT

ATTEST:

Mary A. C. [Signature]
Secretary

By [Signature]
President

(Seal)

SIGNED this 18th day of Dec., 1989.

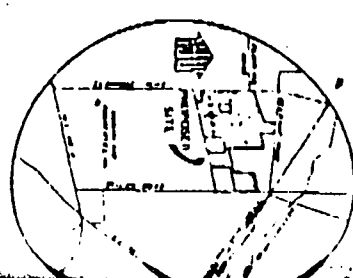
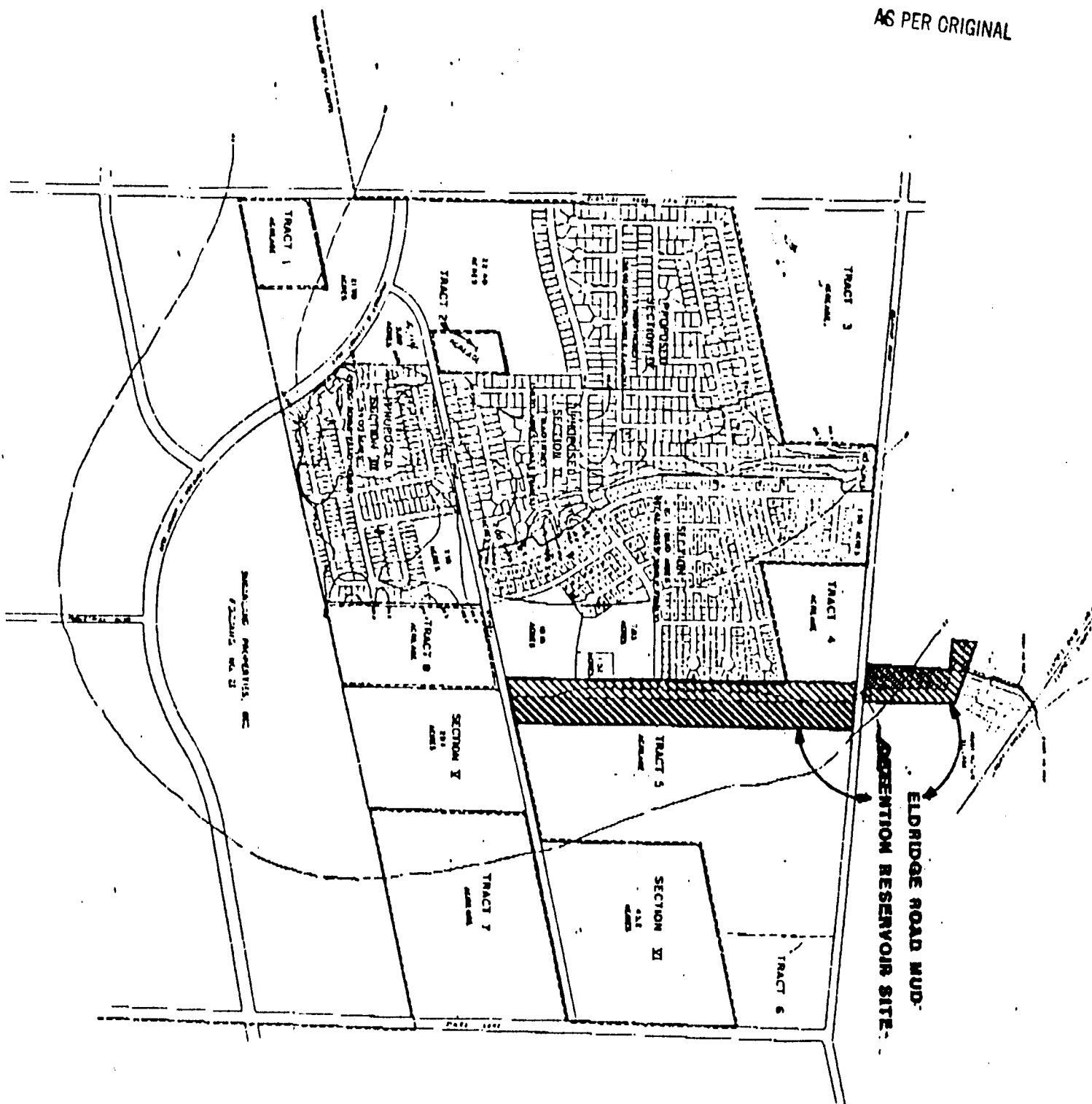
COUNTY OF FORT BEND

ATTEST:

H. [Signature]
County Clerk

By [Signature]
County Judge

A6 PER ORIGINAL



COUNTY OF FORT BEND

Drainage District

008
40 4 1439

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

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

MONTHLY REPORT NOVEMBER, 1989

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

The removal of vegetation from channels during November, 1989 was accomplished by shredding operations on thirty-nine (39) channels. Those that received work included Big Creek II-B, Ditch II-H, Flewellen Ditch II-E-10 and tributaries, Rabbs Bayou II-D and tributaries and Willow Fork of Buffalo Bayou and two (2) of its tributaries.

The District's bridge crews completed a bridge across Middle Bayou II-D-1 and began the replacement of the bridge across Robinowitz Ditch II-M on Huntington Road. They also worked on the moving of approximately three thousand five hundred (3,500) linear feet of barbed wire fence along the Big Creek Bypass. During November the crew also built a concrete baffle chute at the confluence of Rabbs Bayou II-D and tributary II-D-12. The structure was built as a part of the Rabbs Bayou project and will eliminate an existing erosion problem, as well as future erosion that was anticipated at the site. The crew also replaced deteriorated watergates on Big Creek II-B and Turkey Creek II-A-2.

The District's Caterpillar D-6 and Linkbelt LS-2800 excavator began on the next phase of new dumping area at the City of Rosenberg Landfill. This work is being done through interlocal agreement with Rosenberg. Crews from Precinct #1, Precinct #2 and the City of Rosenberg are also involved with the project.

Work continued on the excavation of Ditch II-H. The Northwest 9570 dragline and two (2) bulldozers worked on this project where twenty-four thousand five hundred (24,500) cubic yards of dirt were dug.

The excavation of the Big Creek Bypass also continued where one hundred thirty-seven thousand four hundred (137,400) cubic yards were dug.

The following charts show each project worked and which equipment was used during November, 1989.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

40 1440

AS PER ORIGINAL

1. PRECINCT 4
E133-NORTHWEST 41AIR DRAGLINE 11/22, 11/27-11/30
2. BIG CREEK II-B
E133-NORTHWEST 41AIR DRAGLINE 11/20-11/21
E538-EL240HYDR. EXCAVATOR 11/3
3. BIG CREEK II-B-9
E538-EL240HYDR. EXCAVATOR 11/1-11/3
4. BIG CREEK BYPASS II-B ALT
E134-LINKBELT LS98A DRAGLINE 11/1-11/3, 11/6-11/9, 11/13-11/17, 11/20, 11/27-11/30
E224-FIAT ALLIS FD20 DOZER 11/1-11/3, 11/6-11/9, 11/13-11/17, 11/20-11/22, 11/27-11/30
E526-DRESSER TD25G DOZER 11/7-11/9, 11/13-11/15, 11/20-11/22, 11/27-11/30
5. BRAZOS RIVER LATERAL II-H
E135-NORTHWEST 9570 DRAGLINE 11/1-11/2, 11/8-11/9, 11/13-11/17, 11/20-11/22, 11/27-11/30
E137-FIAT ALLIS 168 DOZER 11/13-11/17, 11/20-11/22, 11/27-11/30
E526-DRESSER TD25G DOZER 11/1-11/3, 11/6-11/7
E532-DRESSER TD25G DOZER 11/1-11/3, 11/6-11/9, 11/13-11/17, 11/20-11/22, 11/27-11/30
6. CITY OF ROSENBERG ROSENBERG
E222-FIAT ALLIS FD20 DOZER 11/29-11/30
E226-CATERPILLAR D6D DOZER 11/15-11/17, 11/20-11/22, 11/27-11/30
E519-LINKBELT LS2800 TRACKHOE 11/13-11/17, 11/20-11/21, 11/27-11/30
7. DRY CREEK II-B-2
E225-FIATALLIS FB85MOTORGRADER 11/9, 11/14-11/17
E241-CASE 855C LOADER#7402317 11/17, 11/27
E511-CHAMPION 710A MOTORGRADER 11/14
E538-EL240HYDR. EXCAVATOR 11/7
8. FAIRCHILDS CREEK II-B-10-a
E538-EL240HYDR. EXCAVATOR 11/6
9. GUY CREEK I-A-1
E519-LINKBELT LS2800 TRACKHOE 11/1
10. GUYLER DITCH II-BB
E519-LINKBELT LS2800 TRACKHOE 11/1-11/3
11. M.U.D. ELDRIDGE
E519-LINKBELT LS2800 TRACKHOE 11/13
12. MIDDLE BAYOU II-D-1
E133-NORTHWEST 41AIR DRAGLINE 11/1-11/3, 11/6

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL

13. RABBS BAYOU II-D
D556-LINKBELT LS98C DRAGLINE 11/6-11/8, 11/13-11/17, 11/20-11/22, 11/27-11/29
E133-NORTHWEST 41AIR DRAGLINE 11/8-11/9
E137-FIAT ALLIS 16B DOZER 11/1-11/3, 11/14
E226-CATERPILLAR D6D DOZER 11/14
E241-CASE 855C LOADER#7402317 11/6
E511-CHAMPION 710A MOTORGRADER 11/3, 11/7
E538-EL240HYDR. EXCAVATOR 11/8-11/9, 11/13-11/17, 11/20-11/22, 11/27-11/30
14. SEABOURNE CREEK II-B-4
E226-CATERPILLAR D6D DOZER 11/1-11/3, 11/13
E511-CHAMPION 710A MOTORGRADER 11/3
15. SIMS BAYOU VIII-B-1-c
E225-FIATALLIS FG85MOTORGRADER 11/7
16. TURKEY CREEK II-A-2
E133-NORTHWEST 41AIR DRAGLINE 11/6-11/7
17. WILLOW WATERHOLE VIII-C-1
E222-FIAT ALLIS FD20 DOZER 11/1-11/3, 11/13-11/17

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

A6 PER ORIGINAL

1. BIG CREEK II-B

D550-D21E KOMATSU SLOPEMOWER	11/1-11/2, 11/6-11/9, 11/20-11/21, 11/29-11/30
E107-JOHNDERE 350C SLOPEMOWER	11/2-11/3, 11/7-11/8, 11/13-11/17, 11/20-11/21, 11/27
E127-JOHNDERE 350C SLOPEMOWER	11/1-11/3, 11/13-11/17, 11/20-11/21, 11/27, 11/29-11/30
E154-CASE 1390 TRACTOR	11/20-11/22, 11/27
E229-HESSTON 7066 TRACTOR	11/1-11/3, 11/6-11/8, 11/13-11/17, 11/20-11/22, 11/27
E512-HESSTON 7066 TRACTOR	11/1-11/3, 11/6-11/9, 11/13-11/14, 11/16-11/17, 11/20-11/22
E517-MF 283 SLOPEMOWER	11/2-11/3, 11/6-11/7, 11/9
E524-HESSTON 7066 SLOPEMOWER	11/15-11/17, 11/20-11/21
E543-MASSEY FERGUSON 282	11/2-11/3, 11/6-11/9, 11/13-11/14
2. BIG CREEK II-B-6

D550-D21E KOMATSU SLOPEMOWER	11/13-11/17
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3. BIG CREEK II-B-7

E107-JOHNDERE 350C SLOPEMOWER	11/1, 11/6
E117-JOHNDERE 350C SLOPEMOWER	11/1
E543-MASSEY FERGUSON 282	11/1
4. BIG CREEK BYPASS II-B ALT

E154-CASE 1390 TRACTOR	11/13-11/17
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5. BRAZOS RIVER LATERAL II-H

E116-JOHNDERE 350C SLOPEMOWER	11/27-11/30
E117-JOHNDERE 350C SLOPEMOWER	11/27-11/30
E146-INTL. 784 TRACTOR	11/28
E513-HESSTON 7066 TRACTOR	11/29-11/30
6. CEDAR CREEK I-B

E110-JOHNDERE 350C SLOPEMOWER	11/1-11/3
E123-JOHNDERE 350C SLOPEMOWER	11/1-11/3, 11/6
E130-INTL. 784 SLOPEMOWER	11/1-11/3, 11/6
E231-HESSTON 7066 TRACTOR	11/1-11/2
E531-CASE 450	11/1-11/3, 11/6
7. CHOCOLATE BAYOU X-A

E242-FORD 6610 SLOPEMOWER	11/21
E523-HESSTON 7066 SLOPEMOWER	11/21
8. DRY CREEK II-B-2

E122-JOHNDERE 350C SLOPEMOWER	11/2
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9. FLEWELLEN DITCH II-E-10

E116-JOHNDERE 350C SLOPEMOWER	11/1-11/3, 11/6, 11/13-11/17, 11/20-11/21
E117-JOHNDERE 350C SLOPEMOWER	11/1-11/3, 11/13-11/17, 11/20-11/21
E243-FORD 6610 SLOPEMOWER	11/2-11/3, 11/6-11/7, 11/13-11/14, 11/16
E513-HESSTON 7066 TRACTOR	11/1-11/3, 11/6-11/7, 11/13-11/14, 11/16

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

10. FLEWELLEN DITCH II-E-10-a
E243-FORD 6610 SLOPEMOWER 11/14
E513-HESSTON 7066 TRACTOR 11/14
11. FLEWELLEN DITCH II-E-10-b
E243-FORD 6610 SLOPEMOWER 11/14-11/16
E513-HESSTON 7066 TRACTOR 11/14-11/16
12. GAPPS SLOUGH II-B-2-a
E106-JOHNDEERE 350C SLOPEMOWER 11/2, 11/9, 11/13-11/14, 11/20-11/21
E111-JOHNDEERE 350C SLOPEMOWER 11/14-11/17
E122-JOHNDEERE 350C SLOPEMOWER 11/9, 11/13-11/17, 11/20-11/21
E157-CASE 1390 TRACTOR 11/1
E242-FORD 6610 SLOPEMOWER 11/1-11/3, 11/6-11/7
E515-HESSTON 7066 TRACTOR 11/1
E523-HESSTON 7066 SLOPEMOWER 11/1-11/3, 11/6-11/7
13. LOWER OYSTER CREEK III-E
E242-FORD 6610 SLOPEMOWER 11/27-11/28, 11/30
E523-HESSTON 7066 SLOPEMOWER 11/27-11/28, 11/30
14. MIDDLE BAYOU II-D-1
E230-HESSTON 7066 TRACTOR 11/20-11/21
E515-HESSTON 7066 TRACTOR 11/20-11/21, 11/27-11/28
15. MUSTANG CREEK IV-A
E242-FORD 6610 SLOPEMOWER 11/20
E523-HESSTON 7066 SLOPEMOWER 11/20
16. OYSTER CREEK II-K
E230-HESSTON 7066 TRACTOR 11/30
E242-FORD 6610 SLOPEMOWER 11/27
E515-HESSTON 7066 TRACTOR 11/30
17. OYSTER CREEK II-K-14
E242-FORD 6610 SLOPEMOWER 11/22
E523-HESSTON 7066 SLOPEMOWER 11/22, 11/27
18. RABBS BAYOU II-D
E105-JOHNDEERE 350B SLOPEMOWER 11/15-11/17, 11/27
E106-JOHNDEERE 350C SLOPEMOWER 11/27, 11/30
E119-JOHNDEERE 350C SLOPEMOWER 11/14-11/15, 11/17, 11/27
E122-JOHNDEERE 350C SLOPEMOWER 11/27, 11/30
E230-HESSTON 7066 TRACTOR 11/6-11/9, 11/13-11/17, 11/27-11/28
E242-FORD 6610 SLOPEMOWER 11/8-11/9, 11/13-11/14
E515-HESSTON 7066 TRACTOR 11/13-11/17
E523-HESSTON 7066 SLOPEMOWER 11/9-11/9, 11/13-11/14

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

19. RABBS BAYOU II-D-2
E515-HESSTON 7066 TRACTOR 11/3, 11/6-11/9

20. RABBS BAYOU II-D-5
E242-FORD 6610 SLOPEMOWER 11/14
E515-HESSTON 7066 TRACTOR 11/1
E523-HESSTON 7066 SLOPEMOWER 11/14

21. RABBS BAYOU II-D-5-a
E242-FORD 6610 SLOPEMOWER 11/14
E515-HESSTON 7066 TRACTOR 11/1
E523-HESSTON 7066 SLOPEMOWER 11/14

22. RABBS BAYOU II-D-5-b
E242-FORD 6610 SLOPEMOWER 11/14
E515-HESSTON 7066 TRACTOR 11/1
E523-HESSTON 7066 SLOPEMOWER 11/14

23. RABBS BAYOU II-D-5-b-1
E157-CASE 1390 TRACTOR 11/6-11/8
E242-FORD 6610 SLOPEMOWER 11/14
E515-HESSTON 7066 TRACTOR 11/1
E523-HESSTON 7066 SLOPEMOWER 11/14

24. RABBS LAT. II-D-12
E242-FORD 6610 SLOPEMOWER 11/14
E523-HESSTON 7066 SLOPEMOWER 11/15

25. SEABOURNE CREEK II-B-4
E229-HESSTON 7066 TRACTOR 11/17

26. SNAKE CREEK I-C
E110-JOHNDERE 350C SLOPEMOWER 11/9, 11/13-11/17, 11/20-11/22, 11/27-11/28
E123-JOHNDERE 350C SLOPEMOWER 11/9, 11/13-11/17, 11/20-11/22, 11/27-11/30
E130-INTL. 784 SLOPEMOWER 11/16-11/17, 11/21-11/22, 11/27-11/30
E231-HESSTON 7066 TRACTOR 11/3, 11/15-11/17, 11/20-11/21, 11/29-11/30
E514-HESSTON 7066 TRACTOR 11/1-11/3, 11/15-11/17, 11/20-11/21, 11/27-11/30
E525-HESSTON 7066 SLOPEMOWER 11/21-11/22, 11/27-11/30
E531-CASE 450 11/9, 11/13-11/17, 11/20, 11/27-11/30

27. SNAKE CREEK I-C-2
E110-JOHNDERE 350C SLOPEMOWER 11/6-11/8
E123-JOHNDERE 350C SLOPEMOWER 11/7-11/8
E130-INTL. 784 SLOPEMOWER 11/7-11/8
E231-HESSTON 7066 TRACTOR 11/6-11/7
E514-HESSTON 7066 TRACTOR 11/6-11/7
E525-HESSTON 7066 SLOPEMOWER 11/8
E531-CASE 450 11/7-11/8

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

28. SNAKE CREEK I-C-6	
E231-HESSTON 7066 TRACTOR	11/8-11/9
E514-HESSTON 7066 TRACTOR	11/8
E525-HESSTON 7066 SLOPEMOWER	11/8
29. SNAKE CREEK I-C-6-a	
E130-INTL. 784 SLOPEMOWER	11/9
E514-HESSTON 7066 TRACTOR	11/9
E525-HESSTON 7066 SLOPEMOWER	11/9
30. SNAKE CREEK I-C-6-a-1	
E231-HESSTON 7066 TRACTOR	11/13
E514-HESSTON 7066 TRACTOR	11/13
31. SNAKE CREEK I-C-7	
E231-HESSTON 7066 TRACTOR	11/13-11/14
E514-HESSTON 7066 TRACTOR	11/13-11/14
E525-HESSTON 7066 SLOPEMOWER	11/13-11/14
32. SNAKE CREEK I-C-8	
E130-INTL. 784 SLOPEMOWER	11/15
E231-HESSTON 7066 TRACTOR	11/14
E514-HESSTON 7066 TRACTOR	11/14-11/15
E525-HESSTON 7066 SLOPEMOWER	11/14-11/15
33. STAFFORD RUN CREEK II-K-1	
E119-JOHNDERE 350C SLOPEMOWER	11/3-11/3, 11/30
E230-HESSTON 7066 TRACTOR	11/1-11/2
E242-FORD 6610 SLOPEMOWER	11/16-11/17
E523-HESSTON 7066 SLOPEMOWER	11/17
34. STEEPBANK CREEK II-G	
E242-FORD 6610 SLOPEMOWER	11/30
E523-HESSTON 7066 SLOPEMOWER	11/30
35. TURKEY CREEK II-A-2	
E107-JOHNDERE 350C SLOPEMOWER	11/28-11/30
E229-HESSTON 7066 TRACTOR	11/29-11/30
E512-HESSTON 7066 TRACTOR	11/29-11/30
36. TURKEY CREEK II-A-2-a	
E229-HESSTON 7066 TRACTOR	11/28-11/29
E512-HESSTON 7066 TRACTOR	11/28-11/29
E524-HESSTON 7066 SLOPEMOWER	11/27-11/29
E543-MASSEY FERGUSON 282	11/30

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

37. WILLOW FORK OF BUFFALO BAYOU V-A

E113-JOHNDERE 350C SLOPEMOWER 11/8-11/9, 11/13-11/17, 11/21-11/22, 11/27-11/28
E115-JOHNDERE 350C SLOPEMOWER 11/3, 11/6-11/9, 11/13-11/17, 11/21-11/22, 11/27-11/28
E146-INTL. 784 TRACTOR 11/1-11/3, 11/6-11/9, 11/13-11/16, 11/20-11/22, 11/27, 11/29
E243-FORD 6610 SLOPEMOWER 11/27-11/28

38. WILLOW FORK OF BUFFALO BAYOU V-A-6

E243-FORD 6610 SLOPEMOWER 11/28-11/30

39. WILLOW FORK OF BUFFALO BAYOU V-A-7

E113-JOHNDERE 350C SLOPEMOWER 11/20
E115-JOHNDERE 350C SLOPEMOWER 11/20
E146-INTL. 784 TRACTOR 11/16-11/17
E243-FORD 6610 SLOPEMOWER 11/17, 11/21, 11/27
E513-HESSTON 7066 TRACTOR 11/17, 11/21

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.

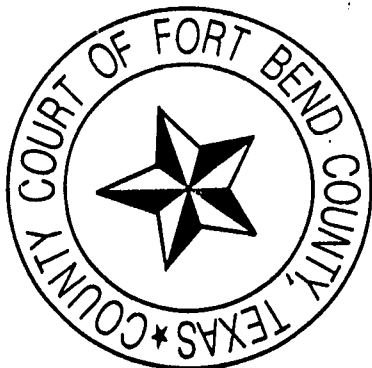
COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 4, 19 90.

STARTING WITH
FILM CODE NO. 89vol.40 pg. 1417

ENDING WITH
FILM CODE NO. 89 vol.40 pg. 1446

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 4
DAY OF JANUARY, 19 90.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 1449.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
TUESDAY, DECEMBER 26, 1989
9:00 O'CLOCK A.M.

1. Approve line item transfers in budgets.
2. Consider proposal by Associated Environmental Consultants Inc. for removal of underground storage tanks, Pct. 2.
3. Consider accepting RFP's for insurance providing Property, Valuable Paper, Data Processing, E.M.S. and Disappearance, Destruction & Dishonesty Coverage for Fort Bend County.
4. Approve Order for January 20th Wharton County Junior College Election.
5. Approve bills.
6. Adjournment.

FILED FOR RECORD

TIME 3:10 ^{A.M.}_{P.M.}

DEC 21 1989

Draine Wilson
County Clerk Fort Bend Co. Tx

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, December 21, 1989 at 3:20 p.m. by *Dorinda Lindsey*.

SPECIAL SESSION

BE IT REMEMBERED That on this 26th day of DECEMBER, 1989 Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4

With County Judge Stavinoaha absent.

1. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve line item transfers for BUILDING MAINTENANCE, DISTRICT ATTORNEY, ANIMAL CONTROL, COUNTY TREASURER, JUSTICE OF THE PEACE #4, ROAD & BRIDGE PRECINCT #3, LIBRARY, MISCELLANEOUS ADMINISTRATIVE, CONSTABLE PRECINCT #1, TAX ASSESSOR/COLLECTOR, VEHICLE MAINTENANCE, EMERGENCY MANAGMENT, CAPITOL OUTLAY AND DATA PROCESSING. (Recorded in minutes in full)

2. CONSIDER PROPOSAL BY ASSOCIATED ENVIRONMENTAL CONSULTANTS INC., FOR REMOVAL OF UNDERGROUND STORAGE TANKS, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract and authorize Associated Environmental Consultants Inc. to remove three underground storage tanks, in Precinct 2 at \$4,500 as presented by Mike Flory, representing A.E.C. (Recorded in minutes in full)

3. CONSIDER ACCEPTING RFP'S FOR INSURANCE PROVIDING PROPERTY, VALUABLE PAPER, DATA PROCESSING, E.M.S. AND DISAPPEARANCE, DESTRUCTION & DISHONESTY COVERAGE FOR FORT BEND COUNTY:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting no, it is ordered to award proposal to COUNCIL/COVELL (Anco Ins.) for property insurance with a \$1,000 deductible, annual premium \$50,000 to include flood and earthquake at an additional \$2,000.00 premium, as recommended by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to award proposal to COUNCIL/COVELL for valuable papers at \$550.00 annual premium and data processing at \$2,926.00 annual premium with \$1,000 deductible.

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, motion fails to award proposal to COUNCIL/COVELL (Anco Ins.) for three D coverage (Disappearance, Destruction & Dishonesty) at \$2,500.00 with \$2,500 deductible.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to award proposal to COUNCIL/COVELL (Anco Ins.) for three D Coverage (Disappearance, Destruction & Dishonesty Coverage) for Fort Bend County. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to award proposal to COUNCIL/COVELL (Anco Ins.) for EMS Professional Liability at \$5,085 annual premium with no deductible.

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the 26 day of December, 1989, at a Session of the Commissioner's Court, the following members being present

Jodie Stavinoha	-	County Judge	
R.L. O'Shieles	-	Commissioner	Precinct #1
Ben Denham	-	Commissioner	Precinct #2
Alton Pressley	-	Commissioner	Precinct #3
Bob Lutts	-	Commissioner	Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

[illegible]

DATE: 12-26-89

DEPARTMENT HEAD: Sam W. Dick / dpt

THE COUNTY OF FORT BEND

BY: Judith Stavinoha
County Judge Pro Tem

Ben Denham,
Commissioner Pct 2

R.L. O'Shields,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

Bob Lutts, Commissioner Pct #4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha	-	County Judge	
R.L. O'Shieles	-	Commissioner Precinct #1	
Ben Denham	-	Commissioner Precinct #2	
Alton Pressley	-	Commissioner Precinct #3	
Bob Lutts	-	Commissioner Precinct #4	

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988.

NOW, 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:

[illegible]

DATE: 12/21/89

DEPARTMENT HEAD: Kathy Ryan

THE COUNTY OF FORT BEND

BY: Jodie Starinella, County Judge Protem Ben Denham, Commissioner Pct #2

R.L. O'Shieles, 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 1989

AS PER ORIGINAL

On this the 14 th day of Nov., 1989, at a Budget
Session of the Commissioner's Court, the following members being
present:

Jodie Stavinoha	-	County Judge
Bud O'Shields	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 25, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted Nov-14, 1989.

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)
1000-0022-1062	Office Supplies	\$ 5400.00	\$ 5500.00	\$100.00-
1000-0022-1010	Property Equip.	\$1200.00	\$1300.00	\$100.00+

DATE: 12-21-89

DEPARTMENT HEAD: [Signature]

THE COUNTY OF FORT BEND

BY: [Signature]
Jodie Stavinoha, County Judge Pro tem Ben Denham, Commissioner Pct. #2

Bud O'Shields 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 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present _____

Jodie Stavinoha	-	County Judge	
R.L. O'Shieles	-	Commissioner Precinct #1	
Ben Denham	-	Commissioner Precinct #2	
Alton Pressley	-	Commissioner Precinct #3	
Bob Lutts	-	Commissioner Precinct #4	

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

[illegible]

DATE: 12-21-84

DEPARTMENT HEAD:

THE COUNTY OF FORT BEND

BY: Jodie Stavinoha
County Judge *Pro tem*

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE
LIBRARY	FROM	TO	(DECREASE)
4010 Fees & Services	94,219.00	92,419.00	(1,800.00)
2000 Utilities	173,705.00	175,505.00	1,800.00

DATE: 12/19/89

DEPARTMENT HEAD: RS B. L. Lutts

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha,
County Judge Pro Tem

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

RECEIVED
DEC 20 1989

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present:

Jodie Stavino	-	County Judge	
R.L. O'Shieles	-	Commissioner Precinct	#1
Ben Denham	-	Commissioner Precinct	#2
Alton Pressley	-	Commissioner Precinct	#3
Bob Lutts	-	Commissioner Precinct	#4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES:

NAYES:

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

[illegible]

DATE: DECEMBER 21, 1989

DEPARTMENT HEAD: Pamela K. Lethbridge

THE COUNTY OF FORT BEND FIRST ASSISTANT

BY: Jodie Stachinich
Jodie Stachinich,
County Judge Pro tem

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present _____

Jodie Stavinoha	-	County Judge		
R.L. O'Shieles	-	Commissioner	Precinct	#1
Ben Denham	-	Commissioner	Precinct	#2
Alton Pressley	-	Commissioner	Precinct	#3
Bob Lutts	-	Commissioner	Precinct	#4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES:

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

[illegible]

DATE: 12-20-89 111

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: Jodie Starlin
~~Jodie Starlin~~
County Judge Pro Tem

Ben Denham,
Commissioner Pct 2

R.L. O'Shields,
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 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1050-0003-4010 FEES & SERVICES	\$ 46,882.00	\$ 42,509.20	(\$ 4,372.80)
1050-0003-1062 OFFICE SUPPLIES	\$ 53,038.11	\$ 57,410.91	\$ 4,372.80
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: DECEMBER 18, 1989

DEPARTMENT HEAD: _____

TAX ASSESSOR/COLLECTOR

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinoha
County Judge

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
Commissioner Pct 1

Alton Pressley,
Commissioner Pct 3

Bob Lutts,
Commissioner Pct 4

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present:

Jodie Stavinoha	-	County Judge
R.L. O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>Emergency Management</u>	_____	_____	_____
_____	_____	_____	_____
<u>2000 - Utilities</u>	<u>3,500.00</u>	<u>3,557.48</u>	<u>57.48 (Inc)</u>
<u>4010 - Fees/Services</u>	<u>1,000.00</u>	<u>942.52</u>	<u>57.48 (Dec)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: December 21, 1989

DEPARTMENT HEAD: Myelus L Speed

THE COUNTY OF FORT BEND

BY: Bob Lutts

Jodie Stavinoha,
County Judge Pro tem

Ben Denham,
Commissioner Pct 2

R.L. O'Shieles,
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 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

- Jodie Stavinoha - County Judge
- R.L. O'Shieles - Commissioner Precinct #1
- Ben Denham - Commissioner Precinct #2
- Alton Pressley - Commissioner Precinct #3
- Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-writ:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE
	FROM	TO	(DECREASE)
Capital Outlay			
(Line Item)			
Permanent Improvements	137,500.00	193,423.22	55,923.22
Right Of Way	100,000.00	44,096.78	(55,903.22)

DATE: _____

DEPARTMENT HEAD: _____

THE COUNTY OF FORT BEND

BY: Bob Lutts
Jodie Stavinoha, County Judge *Pro tem* Ben Denham, Commissioner Pct #2

R.L. O'Shieles, 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 1989

40 1462

AS PER ORIGINAL

On this the 26th day of December, 1989, at a Regular
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

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

AYES: _____ NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
Miscellaneous Admin			
Fees & Services	557,573.35	596,209.42	38,636.07
(Line Item)			
Central Appraisal Dist	296,269.00	343,283.00	47,019.00
Miscellaneous	7000.00	7025.00	25.75
Insurance (Property)	586,000.00	500,319.18	(85,680.82)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12-26-89

DEPARTMENT HEAD: Robert Angler

THE COUNTY OF FORT BEND

BY: Bob Lutts Jodie Stavinocha, County Judge Protem Ben Denham, Commissioner Pct #2

R.L. O'Shieles, 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 1989

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being
present

Jodie Stavinoha	-	County Judge	
R.L. O'Shieles	-	Commissioner	Precinct #1
Ben Denham	-	Commissioner	Precinct #2
Alton Pressley	-	Commissioner	Precinct #3
Bob Lutts	-	Commissioner	Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1989, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by original budget for 1989, adopted on November 14, 1988.

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

AYES: _____

NAYES: _____

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

[illegible]

DATE: December 22, 1989

DEPARTMENT HEAD: Charles W. Miller/

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha,
County Judge *No term.*

Ben Denham,
Commissioner Pot 2

R.L. O'Shields,
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 1989

AS PER ORIGINAL

On this the _____ day of _____, 1989, at a _____
Session of the Commissioner's Court, the following members being present:

Jodie Stavinoha - County Judge
R.L. O'Shieles - Commissioner Precinct #1
Ben Denham - Commissioner Precinct #2
Alton Pressley - Commissioner Precinct #3
Bob Lutts - Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard
and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public
necessity, to meet unusual and unforeseen conditions which could not, by
reasonable diligent thought and attention, have been included in the
original budget for 1989, adopted on November 14, 1988.

NOW, 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:

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
<u>1000 0008 4010</u> (Line Item)	<u>132,650</u>	<u>131,587</u>	<u><1063></u>
<u>1000 0008 0700</u>	<u>12,755</u>	<u>13818</u>	<u>1063</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATE: 12-21-89

DEPARTMENT HEAD: George Beran

THE COUNTY OF FORT BEND

BY:

Jodie Stavinoha, County Judge - Peter

Ben Denham, Commissioner Pct #2

R.L. O'Shieles, 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 1989

On this the _____ day of _____, 1989, at a
Session of the Commissioner's Court, the following members being present:

Jodie Stavinocha	-	County Judge
R.L. "Bud" O'Shieles	-	Commissioner Precinct #1
Ben Denham	-	Commissioner Precinct #2
Alton Pressley	-	Commissioner Precinct #3
Bob Lutts	-	Commissioner Precinct #4

The following proceedings were had, to-wit:

THAT WHEREAS, theretofore, on November 14, 1988, the Court heard and approved a budget for the year 1989 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforeseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1989, adopted on November 14, 1988:

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

AYES: _____

NAYES: _____

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

DEPARTMENT	ORIGINAL BUDGETED AMOUNTS		INCREASE (DECREASE)
	FROM	TO	
049- FBC Pct. 3 Road & Bridge Line Item			
Lumber & Hardware - 7003	3,000.00	1,691.28	(1,308.72) ✓
Road Signs - 7004	18,000.00	17,307.04	(692.96) ✓
Gas & Oil - 7005	36,000.00	28,605.06	(7,394.94) ✓
Tires & Tubes - 7006	10,000.00	8,598.95	(1,401.05) ✓
Repair & Parts - 7007	73,190.00	71,663.77	(1,526.23) ✓

DATE: _____

DEPARTMENT HEAD: _____

Alton B. Pressley

Commissioner-Pct. 3

THE COUNTY OF FORT BEND

BY: _____

Jodie Stavinocha, County Judge

Ben Denham, Commissioner Pct. #2

R.L. "Bud" O'Shieles, Commissioner
Precinct #1

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

②

40 1466 ²



ASSOCIATED ENVIRONMENTAL CONSULTANTS, INC.

December 14, 1989

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

RE: Proposal to Manage the Removal and Closure of three
Underground Storage Tanks (UST's) located at 3114
Rosenberg, Needville, Texas 77461
AEC No. P-89-113

Dear Commissioner Denham:

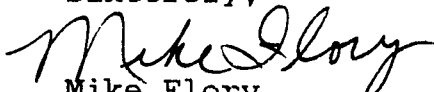
In response to your inquiry, Associated Environmental Consultants, Inc. (AEC) is pleased to present this proposal for services for the above referenced project. The scope of work for the above referenced project will consist of: Preparation of contract documents and/or specifications, liaison with the Texas Water Commission, project and construction management and as further defined in Attachment I.

We propose to accomplish this work on a fee basis in the amount of \$4,500.00, as described in Attachments II and III. This maximum amount will not be exceeded without written authorization.

Associated Environmental Consultants, Inc. stands ready to begin this project as soon as you give us instruction to proceed. Associated Environmental Consultants, Inc. sincerely appreciates this opportunity to be of service to you.

Should the terms of this proposal be acceptable to you, please sign both originals and return one to us.

Sincerely,


Mike Flory
Vice President

MF/dld

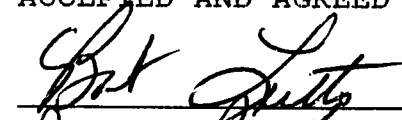
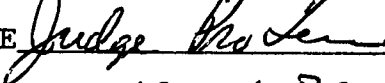
P-89-113

ACCEPTED AND AGREED

BY:

TITLE

DATE



12-26-89

DEC 15

ATTACHMENT I

PROPOSAL FOR PREPARATION OF CONTRACT DOCUMENTS
LIAISON WITH THE REGULATORY AGENCIES
PROJECT AND CONSTRUCTION MANAGEMENTSCOPE OF WORK

Associated Environmental Consultants, Inc. is pleased to present this proposal for the preparation of contract documents and/or specifications, liaison with the regulatory agencies, project and construction management of removal and closure of three underground storage tanks (UST's) located at 3411 Rosenberg, Needville, Texas 77461.

PROJECT PLAN

Associated Environmental Consultants, Inc. will:

1. Review the existing documents on each UST installation. (Any TWC forms, notification, registration or other pertinent information, also any records of Precinct 2 or its lessees that might indicate leakage.)
2. Where necessary incorporate any changes and inform the Texas Water Commission.
3. Review with the owner the scope of work to be done.
4. Prepare the contract documents and/or specifications for removal and closure of three tanks.
5. Review each bid response and select or recommend the most qualified contractor(s) on merit and cost.
6. Prepare and submit Notification of Construction Form for the removal of UST's to the TWC.
7. Prepare and submit tank closure plan to the TWC.
8. Provide construction management for the removal of the UST,s, inclusive of site liaison with the TWC and appropriate procedures according to EPA and TWC standards.
9. Obtain the required number of soil/water samples and have them analyzed at owner/s expense.
10. Issue final report to the TWC, showing actions taken, results of soil sampling and changes on the TWC registration forms.

ATTACHMENT II

COST SUMMARY

1. Preparation of Contract documents and/or specifications, Liaison with the regulatory agencies	\$ 2,450.00
2. Review of Contracts, Recommendation and Selection of contractor(s), Managing the project	\$ 1,300.00
3. Final Report (include copy to the TWC)	\$ 750.00

TOTAL	\$ 4,500.00

Notes:

1. Not included in the above Cost Summary are samples and their analysis that may be required by the Texas Water Commission. Samples that may be required will be invoiced at cost plus 20%.
2. All charges incurred by AEC due to uncontrollable circumstances (i.e. presence of contamination) will be billed at hourly rates as shown in Attachment III, however, any additional charges must be approved in advance by Commissioner's Court. Unquoted costs incurred not specifically addressed in the proposal will be invoiced to the customer at cost plus 20%.
3. This estimate DOES NOT contain provisions for federal, state or local taxes, if applicable.
4. The owner warrants that no materials or situations exist which, through inadvertent action, could be immediately dangerous to life or health in the area(s) where the work is to be performed. Should any such situations exist, the owner further warrants that it will have removed or otherwise stabilized these situations and locations prior to mobilization to the project site or shall inform AEC in writing of the existence of such materials or situations prior to commencement of the project. This may require cost adjustment.

ATTACHMENT III

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL: Principal.....\$75 to \$100/hour
Professional.....\$35 to \$75/hour
Technical.....\$20 to \$45/hour
Clerical.....\$20 to \$45/hour

The specific hourly rate within each classification listed above depends on the experience and qualifications of the personnel needed for the project.

EXPENSES: Use of company automobiles will be charged at \$0.36 per mile. All other project-specific, third-party costs will be charged at cost plus 20 percent.

PAYMENT: Invoices will be submitted monthly for work in progress. They are due and payable upon receipt, and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum).

CONDITIONS: Associated Environmental Consultants, Inc. warrants that our services are performed, within the limited prescribed by our Clients, with the usual thoroughness and competence of the engineering profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts or reports.

We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on the plans furnished us, in connection with work performed by us.

NONDISCLOSURE
STATEMENT:

This document shall not be reproduced, copied, loaned or transferred to another person directly or indirectly, in whole or in part, nor used for any purpose other than that for which it is specifically furnished, without the prior written consent of Associated Environmental Consultants, Inc.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

SUMMARY REQUEST FOR PROPOSAL PROPERTY, VALUABLE
PAPERS, DATA PROCESSING, THREE D POLICIES AND EMS LIABILITY

AS PER ORIGINAL

ANCO INSURANCE (COUNCIL/COVELL):

PROPERTY

LIMITS ON PROPERTY-\$39,045,851.00 BLANKET COVERAGE FOR BUILDING & CONTENTS

WILL NOT REPLACE CONTENTS AT REPLACEMENT COST BUT VALUE THAT WE GIVE THE
COMPANY

DOES NOT COVER EXTRA EXPENSE

MUST GIVE 60 DAYS WRITTEN NOTICE TO CANCEL

VALUABLE PAPERS

\$1000.00 DEDUCTIBLE WITH \$1,000,000.00 LIMIT

DATA PROCESSING

INCLUDES COVERAGE FOR ELECTRIC DISTURBANCE

THREE D COVERAGE (DISAPPEARANCE, DISHONESTY, DISRUPTION) (COUNTY EMPLOYEES)COVERAGE APPLIES TO LOSS OF MONEY, SECURITIES, AND FOR WHAT WE ARE LEGALLY
LIABLE. LIMIT OF \$ 100,000.00 APPLIES TO ALL SCHEDULED LOCATIONS. HAS A
\$2500.00 DEDUCTIBLE. PRICE FOR ONE YEAR COVERAGE \$ 2,500.00.EMERGENCY MEDICAL SERVICE FOR PROFESSIONAL LIABILITY

COVERAGE LIMIT - \$ 1,000,000.00 WITH NO DEDUCTIBLE PREMIUM: \$ 5,085.00

MUST TAKE ALL QUOTES OR GET NONE, EXCEPT EMS MALPRACTICE

12/24/89

PROPERTY/REP

AGENCY	COVERAGE	REPLACEMENT (BLDG)	REPLACEMENT (CTS)	REBUILD NEW LOCATION	NEW ACQUIRED PROP	PROPERTY IN TRANSIT	EXTRA EXPENSE	CANCELLATION	PREMIUM (1000.00 DEC.)	PREMIUM (5000.00 DEC.)	FLOOD & EARTHQUAKE	PREMIUM
DOW-COOK	ALL RISK	YES	NO	YES	\$25000.00	\$2500.00	\$0.00	NO	\$42802.00	\$43841.00	NO	\$0.00
TAC	ALL RISK	YES	YES	YES	\$1500000.00	\$250000.00	\$500000.00	NO	\$0.00	\$11870.00	YES	\$
COUNCIL/CONELL	ALL RISK	YES	NO	YES	\$500000.00	\$2500.00	\$0.00	YES	\$50000.00	\$47975.00	YES	\$2000.00

40 1473

AS PER ORIGINAL

12/24/99

VALUABLE PAPERS/RFP

AGENCY	LIMIT	DEDUCTIBLE	PREMIUM
BON COOK	\$1000000.00	\$0.00	\$1500.00
TAC	\$905000.00	\$5000.00	1X
COUNCIL/COVELL	\$1000000.00	\$1000.00	\$550.00

12/24/89

AGENCY	LIMIT(EQUIP)	LIMIT(MEDIA)	LIMIT(EXTRA EXPENSE)	DEDUCTIBLE	INCLUDES ELEC. DISTURBANCE	PREMIUM
DOH-608K	\$250000.00	\$25000.00	\$25000.00	\$1000.00	NO	\$3825.00
TAC	\$0.00	\$0.00	\$0.00	\$0.00	NO	\$0.00
COUNCIL/COVELL	\$2167640.00	\$25000.00	\$25000.00	\$1000.00	YES (2500.00 DED)	\$2926.00

4. APPROVE ORDER FOR JANUARY 20TH WHARTON COUNTY JUNIOR COLLEGE ELECTION:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve Order Calling Special Election for Wharton County Junior College, as presented by Dianne Wilson, County Clerk. (Recorded in minutes in full)

5. APPROVE BILLS:

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

6. ADJOURNMENT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that Commissioners' Court be adjourned Monday, December 26, 1989 at 9:55 a.m.

NOTICE OF SPECIAL ELECTION

TO THE RESIDENT, QUALIFIED ELECTORS OF FORT BEND COUNTY,
TEXAS:

NOTICE IS HEREBY GIVEN that an election will be held in
FORT BEND COUNTY, TEXAS, on the 20th day of January, 1990, in
accordance with the following order:

ORDER CALLING SPECIAL ELECTION

THE STATE OF TEXAS
COUNTY OF FORT BEND

WHEREAS, the Commissioners Court of Fort Bend County, Texas (the "County") deems it advisable to hold an election to ascertain wheather the territory of Lamar Consolidated Independent School District ("L.C.I.S.D.") may be annexed into the Wharton County Junior College District for Junior College purposed only, and

WHEREAS, the Commissioners Court wishes to proceed with the ordering of such election;

THEREFORE, BE IT ORDERED, AJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

Section 1. An election shall be held in the county on the 20th day of January, 1990, which is not less than twenty (20) days nor more that thirty (30) days from the date the election was called, in which all resident, qualified electors of L.C.I.S.D. shall be entitled to vote, and the Commissioners Court hereby finds that holding the election on such date is in the public interest. The polls shall be open for voting at such election from 7:00 a.m. to 7:00 p.m. at the following polling places in each of the following precincts as set forth by L.C.I.S.D.:

PRECINCT	POLLING PLACE
1-A	JACKSON ELEMENTARY SCHOOL
1-B	BOWIE ELEMENTARY SCHOOL
2	TRAVIS ELEMENTARY SCHOOL
3	CROCKETT MIDDLE SCHOOL
4	JANE LONG ELEMENTARY SCHOOL
5-A	LAMAR HIGH SCHOOL
5-B	WILLIAMS ELEMENTARY SCHOOL
5-C	MEYER INTERMEDIATE SCHOOL
6-A	ROBERT E LEE ELEMENTARY SCHOOL
6-B	BEASLEY ELEMENTARY SCHOOL
7-A	SIMONTON CIVIC CLUB BUILDING
7-B	HUGGINS ELEMENTARY SCHOOL
7-C	PITTS RD FIRE STATION

Section 2. At the election the following proposition shall be submitted in accordance with law:

PROPOSITION

SHALL THE TERRITORY WITHIN FORT BEND COUNTY, TEXAS THAT IS ENCOMPASSED BY THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BE ANNEXED TO THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT FOR JUNIOR COLLEGE PURPOSES ONLY?

Section 3. An electronic voting system, as defined and described by Title 8, Texas Election Code, shall be used for said election, and the following are hereby appointed officers of said election to serve at the Central Counting Station:

Manager of the Central
Counting Station:

Dianne Wilson

Tabulation Supervisor:

Mary Barrera

Presiding Judge for the
Central Counting Station:

Jan Easley

The Manager and Presiding Judge of the Central Counting Station may appoint clerks to serve at the Central Counting Station. The official ballot for the election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid PROPOSITION which shall be set forth on such ballot in substantially the following form:

OFFICIAL BALLOT

[] FOR	SHALL THE TERRITORY WITHIN FORT BEND COUNTY, TEXAS THAT IS ENCOMPASSED BY THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BE ANNEXED TO THE WHARTON COUNTY JUNIOR COLLEGE DISTRICT FOR JUNIOR COLLEGE PURPOSES ONLY?
[] AGAINST	

Section 4. Absentee voting by personal appearance shall be conducted by the County Clerk, and the

Fort Bend County Clerk's Office
301 Jackson ST
Richmond, TX 77469

is hereby designated as the place for absentee voting for said election. The clerk shall keep the place for absentee voting open from 8:00 a.m. to 4:30 p.m. on each weekday except official State holidays, during the period for absentee voting by personal appearance, which shall begin on January 2, 1990 and end on January 16, 1990. In addition, absentee voting by personal appearance will be conducted from 10:00 a.m. to 2:00 p.m. on Saturday, January 13, 1990 and from 1:00 p.m. to 5:00 p.m. on Sunday, January 14, 1990.

Absentee voting by mail will be conducted by the County Clerk and the address to which applications and absentee ballots voted by mail may be sent is: Dianne Wilson, County Clerk, P.O. BOX 520, Richmond, TX 77469

Section 5. In all matters relating to the ordering, giving notice, and holding the election, the County shall comply with the applicable sections of the Texas Election Code, including particularly Chapter 272 pertaining to bilingual requirements and the Federal Voting Rights Act of 1965, as amended.

Section 6. This order shall take effect immediately upon adoption.

PASSED AND APPROVED THE 26th DAY OF DECEMBER, 1989.

(ABSENT)

County Judge

R. D. Phillips

Commissioner, Precinct 1

B. E. [Signature]

Commissioner, Precinct 2

Alton B. [Signature]

Commissioner, Precinct 3

B. H. [Signature]

Commissioner, Precinct 4

ATTEST:

Dianne Wilson

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

SEAL

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.

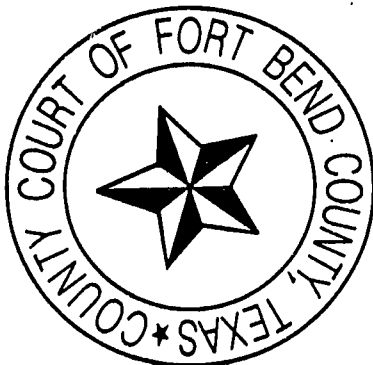
COMMISSIONERS COURT MINUTES

FILMED ON JANUARY 4, 19 90.

STARTING WITH
FILM CODE NO. 89 vol. 40 pg. 1449

ENDING WITH
FILM CODE NO. 89 vol. 40 pg. 1479

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 13
DAY OF MARCH, 19 90.
STARTING WITH VOLUME NUMBER 40 PAGE NUMBER 1481.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez
MELISSA RODRIGUEZ DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
TUESDAY, JANUARY 2, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meetings of December 18 & 26, 1989.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Approve service/maintenance agreements for County equipment.
6. Consider approval of resolution approving final purchase prices for and authorizing execution of documents for certain tracts of land required for the flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; and authorizing Fort Bend Flood Control Water Supply Corp. to take all action to acquire such land.
7. Consider approving proposal for archeological services for the Flat Bank Creek/Middle Oyster Creek Project of the Fort Bend Flood Control Water Supply Corp.
8. Consider approval of resolution approving proposal for Phase I Environmental Assessment of certain land in connection with flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; and authorizing Fort Bend Flood Control Water Supply Corp. to take all necessary action to obtain such environmental assessment.
9. Approve bills for Fort Bend Water Supply Corp.
10. Sheriff Perry Hillegeist, re: request to advertise for bids for 23 automobiles (funds available).
11. Consider approving addendum to agreement establishing guidelines for appointments to Riceland Regional Mental Health Authority Board.
12. Consider approval of 1990 dues to Texas Assn. of Counties.
13. Consider request for extended sick leave for Pct. 4 employee.
14. Consider transfer of paving bonds from the County to City of Sugar Land for Lexington Blvd. & Englewood Dr., Pct. 4; and record annexation of M.U.D. #16 by City of Sugar Land effective 1-1-90.
15. Consider approving agreements for hauling waste to landfill(s) outside Fort Bend County.
16. Consider approval of interlocal agreements with the following entities: Cities of Rosenberg & Pleak, Pct. 1; City of Kendleton & Kendleton I.S.D., Pct. 2; Cities of Katy, Missouri City, Sugar Land & Stafford and Fort Bend I.S.D., Pct. 3.
17. Consider approval of interlocal agreements for the housing of juveniles with the following Counties: Colorado, Gonzales & Lavaca.
18. Consider approving renewal of affiliation agreement with Wharton County Junior College and interlocal agreement with City of Wharton for mutual aid services for E.M.S.
19. Consider approval of agreement between Fort Bend County and Mid-Western Medical Services Inc. to provide indigent non-emergency health care services.
20. Approve lease for office space for Pct. 2 Constable.
21. Set policy for emergency closing of County offices.
22. Consider application from Fort Bend M.U.D. #2 to repair a force main line under Belknap Rd., Pct. 3.

23. Consider application from S.G.&R. Construction to install water line and sanitary sewer line along/under Settlers Way Blvd., Pct. 3.
24. Consider accepting renewal amendments to Letters of Credit for Colony Meadows, Sec. 1, Pct. 4; Old Mill Park Commercial Reserve, Pct. 3; and Mockingbird Acres, Pct. 2.
25. Authorize advertising for bids/RFP's for the following: (1) Bank depositories; (2) One or more new full-size utility vehicles.
26. Consider accepting or rejecting bids for photographic supplies for Sheriff's Dept. (#90-016).
27. Accept fee officers' monthly reports.
28. Meet in Closed Session to discuss litigation (landfill), as authorized by Art. 6252-17, Sec. 2(e), VTCS, and consider action.
29. 1:30 p.m. - Open and consider bids for modification of existing movable shelving and the purchase and installation of an electronic storage and retrieval system and clustered workstations (#90-017).
30. Approve bills.
31. Adjournment.

FILED FOR RECORD

TIME 3:35 ^{A.M.}_{P.M.}

DEC 28 1989

Dianne Wilson
County Clerk Fort Bend Co. Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, December 28, 1989 at 3:45 p.m. by Nelma Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 2ND day of JANUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

JODIE STAVINOA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK

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 DECEMBER 18 & 26, 1989:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of December 18, 1989 with corrections to #7, #14 & #27 and approve minutes of December 26, 1989.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out of town travel requests for COUNTY TREASURER, FIRE MARSHALL, DISTRICT CLERK, COUNTY JUDGE, COMMISSIONER PRECINCT #1, #3, #4, and JUVENILE PROBATION. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve maintenance agreements for EMS & DATA PROCESSING. (Recorded in minutes in full)

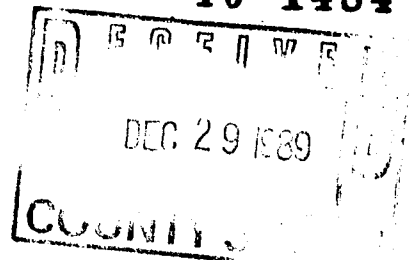
6. CONSIDER APPROVAL OF RESOLUTION APPROVING FINAL PURCHASE PRICES FOR AND AUTHORIZING EXECUTION OF DOCUMENTS FOR CERTAIN TRACTS OF LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK & STAFFORD RUN; AND AUTHORIZING FORT BEND FLOOD CONTROL WATER SUPPLY CORP. TO TAKE ALL ACTION TO ACQUIRE SUCH LAND:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve resolution approving final purchase prices as presented by Joe Allen representing Vinson & Elkins, for: (Recorded in minutes in full)

Tract #15, 1.778 acres (easement) \$ 5,000
 Tract #19 & 20, 10.583 acres (easement) \$ 123,612
 Tract #21, 60.402 acres \$ 426,010

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1484



TO: COMMISSIONERS COURT

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

Dennis A. McAfee

DATE OF DEPARTURE: Tues. Jan. 23, 1990

DATE OF RETURN: Wed Jan 24, 1990

DESTINATION: Austin, Tex.

PURPOSE OF TRIP: TARSP Board Meeting

MODE OF TRANSPORTATION: County Car

DEPARTMENT HEAD APPROVAL: Dennis A. McAfee - Jur. Prob.
Name & Department

DATE: 12/29/89

Marcie Hall, asst. Chief
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Sturmon

Date 1/2/90

(Emergency Approval: _____ Date _____)

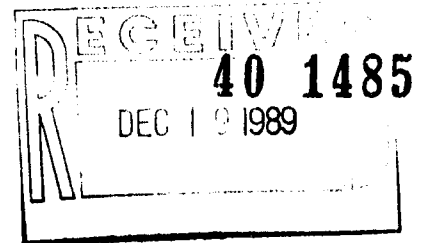
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advice

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Jodie E. Stavinocha *incl Comm. O'Shields + Lutto*

DATE OF DEPARTURE: Jan. 4, 1990

DATE OF RETURN: Jan. 6, 1990

DESTINATION: Dallas, Texas

PURPOSE OF TRIP: Texas Association of Fairs & Expositions Convention

MODE OF TRANSPORTATION: _____

DEPARTMENT HEAD APPROVAL: JODIE E. STAVINOHA, COUNTY JUDGE
Name & Department

DATE: 12-15-89

Jodie E. Stavinocha
Signature

APPROVED COMMISSIONERS COURT: Presiding Official *J Stavinocha*

Date *1/2/90*

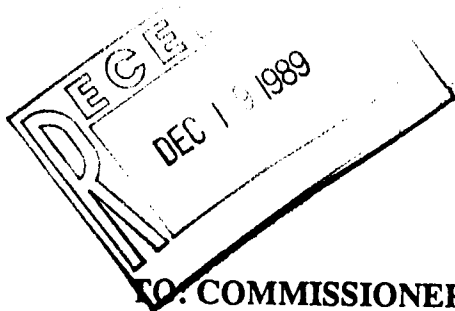
(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

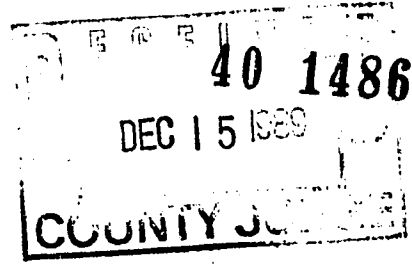
CANARY COPY - Treasurer's Advice

PINK COPY - Attach To Travel Expenses

GOLDENROD COPY - Department



FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Dois FREDERICK Bobby Hughes
Tim HAZELRIG _____
MARK WILLIAMS _____

DATE OF DEPARTURE: JAN. 15TH, 1990

DATE OF RETURN: JAN. 18TH, 1990

DESTINATION: FT. WORTH, TEXAS

PURPOSE OF TRIP: TO ATTEND CLASS ON "SAFE HANDLING OF TRAFFIC
IN CONSTRUCTION AND MAINTENANCE AREAS" JAN. 16-17, 1990.

MODE OF TRANSPORTATION: COUNTY VEHICLE

DEPARTMENT HEAD APPROVAL:

R. B. P. #3
Name & Department

DATE: 12-14-89

[Signature]
Signature

APPROVED COMMISSIONERS COURT: Presiding Official

[Signature]

Date

1/2/90

(Emergency Approval: _____ Date _____)

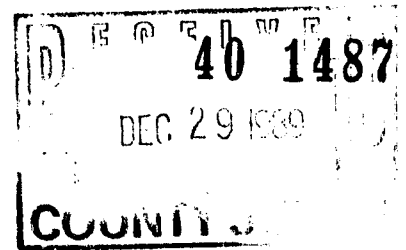
WHITE COPY: Commissioners Court Copy

CANARY COPY: Treasurer's Advice

PINK COPY: Attach To Travel Expense

GOLDENROD COPY: Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

<u>Janice Wile</u>	<u>Diana Bezecny</u>
<u>Glory Ketelers</u>	<u>Sue Halstead</u>
<u>Loralyn Hackett</u>	<u>Wilma Marsh</u>

DATE OF DEPARTURE: March 19, 1989

DATE OF RETURN: March 22, 1989

DESTINATION: College Station for District & County Clerk's Association

PURPOSE OF TRIP: To attend District & County Clerk's Association meeting

MODE OF TRANSPORTATION: Personal Car

DEPARTMENT HEAD APPROVAL: Glory Hopkins Ketelers, District Clerk
Name & Department

DATE: 12-29-89

Signature

G. Ketelers

APPROVED COMMISSIONERS COURT: Presiding Official J. Starvick

Date 1/2/90

(Emergency Approval: _____ Date _____)

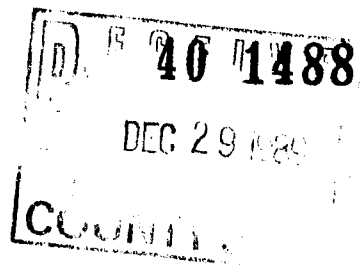
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advice

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

<u>Jan Gillen</u>	<u>Janice Wile</u>
<u>Diana Bezecny</u>	<u>Glory Ketelers</u>
<u> </u>	<u> </u>

DATE OF DEPARTURE: March 8, 1989

DATE OF RETURN: March 9, 1989

DESTINATION: Radison Hotel - Airport---- San Antonio, Texas

PURPOSE OF TRIP: To attend "Sustaining America - One Court At A Time ---
Court Case Management System-----Computerization system

MODE OF TRANSPORTATION: Individual Car

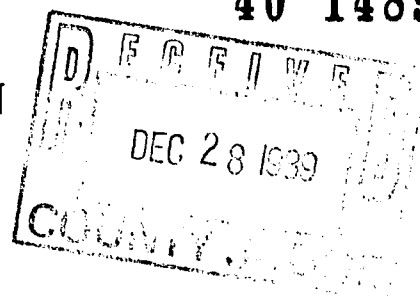
DEPARTMENT HEAD APPROVAL: Glory Ketelers, District Clerk
Name & Department

DATE: 12-29-89 Signature G Ketelers

APPROVED COMMISSIONERS COURT: Presiding Official J. Starnes
Date 1/2/90

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Gary Tilton

DATE OF DEPARTURE: January 8, 1990

DATE OF RETURN: January 12, 1990

DESTINATION: College Station, Texas

PURPOSE OF TRIP: Attend class at Texas A & M on Tactical Operations
for Company Officers

MODE OF TRANSPORTATION: County Car

DEPARTMENT HEAD APPROVAL: Gary Tilton, Fort Bend County Fire Marshal
Name & Department

DATE: 12-21-89

[Signature]
Signature

APPROVED COMMISSIONERS COURT: Presiding Official [Signature]

Date 1/2/90

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1490



DEC 21 1989

TO: COMMISSIONERS COURT

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

Kathy Hynson

DATE OF DEPARTURE: February 9, 1990

DATE OF RETURN: February 11th 1990

DESTINATION: San Antonio, TX

PURPOSE OF TRIP: County Treasurer's Association of Texas Board of Directors

Meeting

MODE OF TRANSPORTATION: Personal Auto

DEPARTMENT HEAD APPROVAL: Kathy Hynson, County Treasurer
Name & Department

DATE: 12/20/89

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

LANIER
VOICE PRODUCTS DIVISION

SHIP TO
FORT BEND COUNTY
EMERGENCY MEDICAL
SERVICE
RT 2 BOX 643 C
ROSENBERG

0519610
ACCT. NUMBER

NET 10 DAYS
TERMS

40 1491

INVOICE

No. 013067509

12/07/89 1

TO ENSURE PROPER CREDIT, RETURN THIS PORTION WITH
YOUR PAYMENT, AND MAIL TO ADDRESS SHOWN BELOW.

PAY THIS AMOUNT

1,610.00

AFTER

PAY

BILL TO
FORT BEND COUNTY
EMERGENCY MEDICAL
SERVICE
RT 2 BOX 643 C
ROSENBERG

TX 77471
519610

REMIT TO
LANIER WORLDWIDE, INC.
LANIER VOICE PRODUCTS
98 ANNEX BOX 810
ATLANTA

GA 30398-0810

9 0000000000 13067509 0638 0519610 0000000000 0000161000 0000161000

DELIVERING OFFICE 638
SELLING OFFICE HOUSTON TP
SHIPPING OFFICE 638
HOUSTON TP

LEASE NO.
CONTRACT
SALES ORDER 13067509
CUSTOMER P.O. N/A

INVOICE NO. 013067509
PAGE NO. 1
DATE 12/07/89

FOR ASSISTANCE WITH YOUR ORDER, PHONE (713) 498-8884

0519610
FORT BEND COUNTY
EMERGENCY MEDICAL
ROSENBERG TX 77471

ANNUAL SERVICE
PERIOD ENDING 10/31/90

AGREEMENT FOR

LANIER VOICE PRODUCTS
98 ANNEX BOX 810
ATLANTA GA 30398

DELIVERING SALESMAN	SELLING SALESMAN	CLASS CODE	REA CODE	TRANS CODE	BEGINNING MO/YR	EXPIRES MO/YR	CONT MONTHS	REFERENCE NUMBER	NO. OF PAYMENTS	PAYMENT DATE	LEASE MONTHS	PAYMENT AMOUNT
HOUSE	HOUSE	0000	1	1	11/89	10/90	12			/ /		

DESCRIPTION	PRODUCT NUMBER	SERIAL NUMBER	QUANTITY	UNITS	UNIT AMOUNT	EXTENDED AMOUNT
LANIER LOGGER 40-CHANNEL R/P *	410-1400	13400001	1		1,610.00	1,610.00
LANIER LOGGER 40-CHANNEL R/P *	410-1400	13400002	1			.00
IPR-INSTANT PLAYBACK RECORDER*	410-5200	X0000001	1			.00
TC-UNGATED BEEPTONE TEL COUPL*	410-5405	X0000001	4			.00
VOR-VOICE OPERATED RELAY *	410-5410	X0000001	1			.00
GUARANTEED MAINT. AGREEMENT	205-2000					
CLS						
TOTAL AMOUNT						1,610.00

Jodie Stewart - County Judge

VO2 00019 GSX 8912 FORT BEND COUNTY

0519610

PAY THIS AMOUNT

1,610.00

AFTER

PAY

AS PER ORIGINAL **40 1492**

DELIV OFF 638 INVOICE DATE 12/07/89 INVOICE NO 13067509
SELL OFF 638 CITY HOUSTON TP
SHIP OFF 0 CUSTOMER P.O. N/A

PAGE 1
ORD TYPES GSX
SALES ORD 13067509
INVOICE STATUS C

SHIP FORT BEND COUNTY
TO: EMERGENCY MEDICAL
SERVICE
0519610 RT 2 BOX 643 C
ROSENBERG

REMIT LANIER WORLDWIDE, INC.
TO: LANIER VOICE PRODUCTS
98 ANNEX BOX 810
ATLANTA

GA 30398

TX 77471

BILL FORT BEND COUNTY
TO: EMERGENCY MEDICAL
SERVICE
0519610 RT 2 BOX 643 C
ROSENBERG

MSG3: ANNUAL SERVICE
AGREEMENT FOR
PERIOD ENDING 10/31/90

TX 77471

CONTRACT NO.

-----PREPAID SERVICE DATA-----										-----LEASE DATA-----					
DELIV	SELL	CLASS	REA	TR	BEGIN	EXPIR	CONT	REF	INV	PMTS	PMT	DATE	MOS	PAYMT	AMT
HOUSE	HOUSE	CCCC	1	1	11/89	10/90	12					/ /			

DESCRIPTION	PRODUCT	SERIAL	QTY	UNIT AMT	EXTEND AMT
LANIER LOGGER 40-CHANNEL R/P	410-1400	13400001	1	1,610.00	1,610.00
LANIER LOGGER 40-CHANNEL R/P	410-1400	13400002	1		
IPR-INSTANT PLAYBACK RECORDER	410-5200	*0000001	1		
TC-UNGATED BEEPTONE TEL COUPLR	410-5405	*0000001	4		
VER-VOICE OPERATED RELAY	410-5410	*0000001	1		
GUARANTEED MAINT. AGREEMENT	205-2000	MISC			
CLS	-				
TOTAL AMOUNT	-				1,610.00

1,610.00
AMOUNT DUE

(NO ENTRIES IN SHADED AREAS)

AS PER ORIGINAL 40 1493

REQUISITION
FORT BEND COUNTY PURCHASING DEPARTMENT

DEPARTMENT <u>EMS</u>		DEPARTMENT PHONE NO. <u>3427233</u>		DATE: <u>12/21/89</u>	
DELIVERY ADDRESS: <u>4336 Hwy 36 Ros Tx</u>				DEPT. REQN. NO.	
DIST CODE: <u>1000-0034-4010</u>				P.O. #	
QTY	COMPLETE DESCRIPTION, CATALOG PAGE #, ETC.			UNIT PRICE	TOTAL AMT.
<u>1</u>	<u>MAINTENANCE Agreement</u>			<u>1610.00</u>	
	<u>(revd. inv on 12/20/89)</u>				
				TOTAL COST	
JUSTIFICATION (ONLY IF INDICATED):					
JUSTIFICATION (CONTD.):					
LAST KNOWN SOURCE: <u>LANIER 98 ANNEX Bx 810 ATLANTA GA 30398-0810</u>					
NEAREST PLANT/PIT/SIDING:					
DEPARTMENT HEAD SIGNATURE: <u>[Signature]</u> DATE: <u>12/21/89</u>					
PURCHASING AGENT:					
SELECTED VENDOR (PURCHASING):					

FBCPA 101 (1 JUL 89) 10M

FOR USE OF PURCHASING DEPARTMENT ONLY

1-2-90
Agenda

CTI---Copier Tech, Inc.

40 1494

1213 West Loop North, Suite #130

Houston, Texas 77055-7242

713-680-1000

AS PER ORIGINAL

--- Your direct line for Service and Supplies---713-680-1000

LOCATION

FORT BEND COUNTY CLERKS
301 JACKSON STREET
RICHMOND TX

INVOICE NO. 002321 1

INVOICE DATE 10/31/89

TERMS: NET 10 DAYS
FROM INVOICE DATE

CUSTOMER NO. 010047		MODEL AND SERIAL NO. 1007 004900		LEASE ID 100	REPRESENTATIVE	PROG TYPE MSA
DATE 10/31/89		PREVIOUS METER 328513	DATE 09/11/89		CURRENT METER 371678	
INVOICE PERIOD		TO				
QUANTITY	CODE NO.	DESCRIPTION			AMOUNT	
1	MADE	MAINTENANCE AGREEMENT 10			1,200.00	
<div>RECEIVED DEC 27 1989 COUNTY CLERK</div> <p>DISCOUNT \$125.00 as discussed.</p> <p><i>J. Stovroka</i></p> <p>\$ 1075.00</p>						
INVOICE TOTAL		PREV LATE CHARGES		TOTAL DUE		
1,200.00		.78		1,200.78		

B
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FORT BEND COUNTY CLERKS
301 JACKSON STREET
RICHMOND TX 77469

R
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PLEASE PAY FROM THIS INVOICE
COPIER TECH, INC
1213 WEST LOOP NORTH #130
HOUSTON TX 77055-7242

COMMENTS MAINTENANCE AGREEMENT INCLUDES
PARTS, LABOR, DRUM, AND CONSUMABLES ONLY

OVERDUE ACCOUNTS WILL BE CHARGED A LATE
PAYMENT FEE OF 1½% PER MONTH (18% ANNUALLY).

RETURN REMITTANCE COPY WITH YOUR PAYMENT

40 1495

CIT---Copier Tech, Inc.

ANNUAL MAINTENANCE AGREEMENT

1. In consideration of the receipt of the rate listed below, Copier Tech, Inc. agrees to maintain and service customer's equipment at the stated site for a period of one year or for 70,000 copies, whichever occurs first.
2. Following items are exempt from coverage under this agreement: DEVELOPER, TONER, AND PAPER
3. Payment for period of coverage shall be paid in full prior to coverage, unless previous arrangements have been made.
4. Should persons other than Copier Tech, Inc. personnel, or persons authorized by Copier Tech, Inc. service or make any such repair adjustments on the equipment listed, this contract becomes null and void from the date that unauthorized service was performed. All unauthorized service shall be at customer's expense. Any service performed by Copier Tech after the unauthorized service has been performed shall be charged to the customer at Copier Tech, Inc. normal rate.

FORT BEND COUNTY CLERKS
CUSTOMER'S NAME

301 JACKSON STREET
ADDRESS

RICHMOND TX 77469
CITY STATE ZIP

713-3424-3411 ELITA
PHONE CONTRACT

Customer Signature: [Signature]
Date: 11/2/90 Title: County Judge

5. This agreement shall become null and void and automatically terminated upon the resale of the equipment listed. There shall be no refund or reimbursement of any kind to customer upon such termination.

6. Customer agrees to make Copier Tech, Inc. and all it's personnel exempt from all liabilities and responsibilities for accidents to property, life, or limb by all operators of the listed equipment.

7. This agreement does not cover abuse, neglect, acts of God, or competitive supplies. Nor is a site to site move covered.

8. The customer agrees to pay all legal and court fees and costs needed to compensate Copier Tech, Inc. for their effort to gain restitution from the customer for breach of this contract.

9. Agreed cost: 1075.00 Plus tax of: N
Total cost: 1075.00

MODEL 3132 SERIAL # 004902

START DATE 10/31/89 BEGINNING METER 328513

ENDING METER 371678 ACCESSORIES

CODE MCA

COPIER TECH, INC. ACCEPTANCE: [Signature]

Date: 11-23-89

40 1496

REQUISITION

FBCPA 101 (1 JUL 89) 10M

PURCHASING COPY

1-2-90 Agenda

AS PER ORIGINAL



December 14, 1989

George Memorial Library
1001 Golfview Dr.
Richmond, Texas 77469

Attn: Ollie Gean Whatley

Dear Mrs. Whatley,

We trust that you have been satisfied with the quality of service that you have been receiving on your elevator equipment at the George Memorial Library, 1001 Golfview.

December is the anniversary date of our existing maintenance contract with you on that building. As a result of recent increases to the wholesale price index for metal and metal products, and the local labor rates, your contract price will be adjusted according to the terms of our contract. Effective January 1, 1989, your monthly price will be \$312.00.

We appreciate our relationship, and the continued opportunity to serve you!

Sincerely,
Houston Elevator Co.

Edward J. Pleban
Vice President - Marketing & Sales

Houston Elevator ■ 8395 Kempwood ■ Houston, Texas 77055 ■ (713) 984-1313 FAX: (713) 984-0727
Member - Independent Service Division

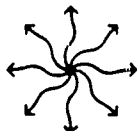
Item 5

40 1498

AS PER ORIGINAL

PURCHASING COPY

FOR USE OF PURCHASING DEPARTMENT ONLY



JDS MICROPROCESSING

22661 Lambert Street, Suite 206 • El Toro, California 92630 • 714/770-2263

1-2-90

Agenda

40 1499

REPAIR CENTER MAINTENANCE AGREEMENT

HYDRA®

CUSTOMER:

Fort Bend County
500 Liberty Street
Richmond, TX 77469

EQUIPMENT : One 16-Port HYDRA II

SHIPPED : 09/21/89

EFFECTIVE : January 1, 1990

ANNUAL FEE : \$ 1,188.00

JDS MicroProcessing Associates (hereinafter referred to as "JDS") and the Customer agree to the following terms and conditions for maintenance and repair of HYDRA Data Processing Equipment (hereinafter referred to as "Equipment").

This Agreement is effective from the date shown above and shall remain in force until terminated with thirty (30) days advance notice by either party as provided in this Agreement.

I. MAINTENANCE SERVICE

JDS agrees to provide the availability of maintenance service to keep the Equipment in, or restore the Equipment to, good working order as specified in the current release of the Equipment reference guide. Microcode updates may be done at the Customer site. Maintenance service, repair, engineering changes, and parts replacement on the Equipment will be performed at designated JDS Repair Center(s). Replacement parts/Equipment may be used or remanufactured, and will be furnished on an exchange basis. Replaced parts/Equipment become the property of JDS. No preventative maintenance is deemed required for the Equipment; therefore, JDS will not perform preventative maintenance on the Equipment.

Should the Equipment fail to function properly and a JDS Support Technician determines that the Equipment requires repair, JDS agrees to provide a replacement unit to be sent by overnight air freight service (where possible) no later than the end of the next business day. The replacement Equipment will be considered a permanent exchange for Customer's Equipment. Customer agrees to return the replaced Equipment to JDS, freight prepaid, within five (5) business days of receipt of the replacement Equipment. Should the Customer require the original Equipment returned after repair, Customer must have on file at JDS a written statement to this effect prior to receiving replacement Equipment. In this event, Customer agrees to return the replacement Equipment to JDS, freight prepaid, within five (5) business days of receipt of Customer's repaired Equipment.

Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment. Customer acknowledges that Equipment software and/or firmware may be subject to error not significant enough to interfere with Customer's normal use and operation of the Equipment. JDS will make every reasonable effort to correct errors that significantly interfere with Customer's normal use and operation of the Equipment. However, JDS reserves the right to prioritize such corrections.

II. REPAIR CENTER SHIPPING CHARGES

The Customer shall prepay charges for shipping the Equipment to the JDS Repair Center. JDS shall prepay return shipping charges from the Repair Center to the Customer.

III. RISK OF LOSS OR DAMAGE

The Customer is responsible for all risks of loss or damages to the Equipment during the period such equipment is in transit to the Repair Center. Should Customer elect to have the original Equipment repaired and returned as described in Section I, the Customer is responsible for all risks of loss and/or damage to the temporary replacement Equipment due to Customer's negligence until return of the Equipment to JDS in good condition, and, JDS is responsible for all risks of loss and/or damage to Customer's Equipment due to JDS's negligence until return of the Customer's Equipment in good condition. Both parties agree to take reasonable and prudent care of the other party's Equipment while it is in their possession. Further, should Customer have JDS diagnostic equipment or other JDS equipment in their possession, the Customer is responsible for all risks of loss and/or damage to that JDS equipment due to Customer's negligence until return of that JDS equipment to JDS in good condition. Neither party will be responsible for loss and/or damage due to conditions reasonably beyond their control.

IV. PAYMENT

Invoices for coverage under this Agreement are rendered annually. The amount specified for coverage is subject to change by JDS on an annual basis by providing thirty (30) days advance written notice. Payment for coverage under this Agreement is due and payable within thirty (30) days from the invoice date. JDS reserves the right to refuse to provide maintenance service under this Agreement and/or terminate this Agreement due to nonpayment of Maintenance invoices.

V. EXCLUSIONS

The following services are not considered maintenance service under this Agreement:

a) repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all the facilities normally required by data processing Equipment including, but not limited to, adequate space, electrical power, air conditioning and humidity control;

b) repair of damage or increase in service time caused by the use of the Equipment for other than ordinary use for which designed;

c) repair of damage or increase in service time caused by: accident, disaster (which shall include, but not be limited to, fire, flood, water, wind and lightning), transportation, neglect, or misuse;

d) repair of damage or increase in service time caused by the conversion from one Equipment model to another, or the installation or removal of a feature whenever any of the foregoing was performed by other than JDS or its authorized representative;

e) additional service time and replacement parts associated with the installation of an engineering change when such additional service and parts are required due to the conversion from one Equipment model to another or removal of a feature whenever any of the foregoing was performed by other than JDS or its authorized representative;



JDS MICROPROCESSING

40 14 99A

- f) painting or refinishing the Equipment or furnishing material therefor, inspecting altered Equipments, making specification changes or performing services connected with relocation of Equipments, or adding or removing accessories, attachments or other devices;
- g) electrical work external to the Equipment or maintenance of accessories, alterations, attachments or other devices not furnished by JDS;
- h) such service which is impractical for JDS to render because of alterations in, or attachments to, the Equipment and;
- i) providing maintenance service if the Equipment has been out of the United States of America.

IN NO EVENT SHALL JDS BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE EQUIPMENT, EVEN IF JDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

All inquiries concerning this Agreement and/or JDS' performance thereunder should be addressed to the JDS business office at: 22661 Lambert Street, Suite 206, El Toro, CA 92630.

V. CUSTOMER SUPPORT

Customer acknowledges that the obligation of JDS for Customer support is limited to:

- a) providing adequate documentation for a competent operator to operate the Equipment.
- b) providing prompt accurate responses to written inquiries from the Customer regarding specific operational questions. JDS will respond to verbal inquiries; however, JDS cannot guarantee that a response to a verbal inquiry will be complete, or in all cases correct.
- c) providing access to technical assistance services by telephone for the Equipment during JDS normal business hours.
- d) providing access to technical assistance services by telephone on nights, weekends, and holidays for emergency technical problems.

VII. GENERAL

a) **ASSIGNMENT.** This Agreement is not assignable without the prior written consent of both parties, such consent not to be unreasonably withheld. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent renders this Agreement void at the option of the other party.

b) **MODIFICATION.** This Agreement can only be modified and/or changed by a written amendment duly signed by persons authorized to sign binding Agreements upon the behalf of the parties hereto. The term "this Agreement" as used herein includes any future written amendment made in accordance herewith. Any modification and/or change by any Purchase Order or other written notification from the Customer, is invalid and will have no effect on the provisions of this Agreement.

c) **INVALID PROVISIONS.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

d) **LIMITATIONS OF LIABILITY OF JDS.** JDS shall not be liable for any damages caused by failure to fulfill its obligations under this Agreement, or delay in performance hereunder if such failure or delay arises from any cause beyond the reasonable control of JDS, or as a result of strike or work stoppage. In no event shall JDS be liable for any incidental, special, or consequential damages, even if JDS has been advised of the possibility of such damages.

e) **APPLICABILITY.** This Agreement shall be governed by the laws of the State of California.

f) **TERMINATION.** In the event this Agreement is canceled, a partial refund of the annual fee will be made to the Customer based on the annual fee less a monthly charge for each month of the current annual period this Agreement was in effect, with the total monthly charges not to exceed the annual fee. The monthly charge will be 10% of the annual fee per month. Any refund due the customer will be remitted within thirty (30) days of receipt by JDS of all maintenance Equipment provided to the Customer under this Agreement. This Agreement may be terminated as provided below:

- 1) by either party with thirty (30) days advance written notice.
- 2) by the non-breaching party in the event of breach of any of the terms or provisions of this Agreement with ten (10) days advance notice.
- 3) by JDS in the event of non-payment of maintenance invoices with thirty (30) days advance notice.
- 4) immediately and without notification upon the date of shipment of the Equipment out of the United States of America.

The Customer acknowledges that the Customer has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, the parties hereto agree that this is the complete and exclusive statement of the Agreement between the parties in relation to the subject matter hereof. This Agreement supersedes all proposals and prior Agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

ACCEPTANCE

Customer: Fort Bend County

JDS MicroProcessing Associates

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

REQUISITION

FORT BEND COUNTY PURCHASING DEPARTMENT

Item 5

40 1500

DEPARTMENT: FBC DATA PROCESSING DEPT.
 SHIPPED TO NAME: FBC DATA PROCESSING
 SHIPPED TO ADDRESS: 500 LIBERTY ST., ROOM 212
 SHIPPED TO CITY, STATE, ZIP: RICHMOND, TX 77469
 BILL TO ADDRESS : PO DRAWER X RICHMOND, TX 77469

DATE 12/18/89
 REQ#: 1146
 P.O.:

DIST. CODE 10-50-0036-4010

QNTY.	PART NO./GENERAL DESCRIPTION	UNIT	EST. PRICE	TOTAL AMT.
1	1 YR MAINT. FOR 16-PORT HYDRA II	EA	1188.00	1,188.00
Jan. 1, 1990 - Dec. 31, 1990		TOTAL COST	\$	1,188.00

Hardware

JUSTIFICATION: _____

LAST KNOWN SOURCE: XXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX

NEAREST PLANT/PIT/SIDING: XXXXXXXXXXXXXXXX

JDS Microprocessing 22261 Lambert St., Ste 206
 El Toro, Ca 92630 PHONE: 000-000-0000
 770-2263 Fax 714-770-4826

DEPARTMENT HEAD SIGNATURE AND DATE: _____

Charles W. Miller/

PURCHASING AGENT: _____

AUDITOR: _____

SELECTED VENDOR (PURCHASING): _____

VENDOR INVOICE NUMBER: _____

VENDOR NUMBER:

000000

Business Products

3M

Guaranteed Maintenance Agreement

GMA Input No. DDF15694 AND
National Contract No. DCZ 26925

Customer Billing Address

Customer Name FORT BEND COUNTY CLERK
Address PO BOX 368
City/State RICHMOND TX 77469
Print Name (Sign below) Dodie E. Stavinoha
Authorized Signature Dodie E. Stavinoha
Title County Judge
Date 12-90 Purchase Order No. X

Minnesota Mining and Manufacturing Company

3M Authorized Signature Leo Alvarado
Title Contract Coordinator
Date 11/30/89
3M Representative
Sale Assignment Code
Quote Date (valid for 30 days)

Minnesota Mining and Manufacturing Company (hereinafter referred to as "3M") with offices at 3M Center, 515-3N, St. Paul, Minnesota 55144, by its acceptance hereof, agrees to furnish to the herein-named Customer, who agrees to accept under the terms and conditions of this Agreement, maintenance service on the Equipment listed herein.

1. Term. This Agreement shall cover a one-year period beginning on the effective date listed below, and will be automatically renewed for successive one-year periods at the then current maintenance charge for the Equipment covered by this Agreement until terminated by either party as provided herein.

— Continued on Reverse Side —

Model No.	Serial No.	Machine Location	Basic Maint. Charge	Zone Charge	Meter Charge
26286	384304	301 JACKSON ST COUNTY CLERK'S OFFICE 1/14/90 TO 1/13/91	355.00	INCLUDED IN BASIC CHARGE	N/C
26286	384884	301 JACKSON ST MICROGRAPHIC DEPT. 1/24/90 TO 1/23/91	355.00		
TOTAL			710.00		
Consumables Excluded from Agreement: <u>SEE SHEET</u>					
Beginning Meter Reading: <u>N/A</u>					
Service Zone: <u>2</u>					
Initial Contract Period <u>12-90</u> to <u>12-91</u>					
Warranty Expiration Date <u>12-91</u>					
Customer Contact (Print): <u>BETTY FULGHAUF</u>					
Customer Telephone No.: <u>713-341-8683</u>					

ENTRIES IN SHADED AREAS)

REQUISITION
FORT BEND COUNTY PURCHASING DEPARTMENT

40 1502

DEPARTMENT COUNTY CLERK		DEPARTMENT PHONE NO. 685		DATE: 12-21-89	
DELIVERY ADDRESS: 301 Jackson				DEPT. REQN. NO.	
DIST CODE: 1 0 0 0 — 0 0 0 2 — 4 0 1 0				P.O. #	
QTY	COMPLETE DESCRIPTION, CATALOG PAGE #, ETC.			UNIT PRICE	TOTAL AMT.
	Service Agreement - 3M Duplifice Developer				
	\$355	Model #262BG Serial #384884			
	Service Agreement - 3M Duplifice Developer				
	\$355	Model # 262BG			
		Serial # 384304			
				TOTAL COST	
JUSTIFICATION (ONLY IF INDICATED):					
JUSTIFICATION (CONTD.):					
LAST KNOWN SOURCE: 3M 1-800-323-1834 Attn: Leo Alonso 3M Chicago Sales Center					
NEAREST PLANT/PIT/SIDING: 908 North Elm St., Hinsdale, ILL. 60521					
DEPARTMENT HEAD SIGNATURE: DATE: <i>Shanne Wilson</i> <i>12/21/89</i>					
PURCHASING AGENT:					
SELECTED VENDOR (PURCHASING):					
FBCPA 101 (1 JUL 89) 10M					

FOR USE OF PURCHASING DEPARTMENT ONLY

PURCHASING COPY



SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

December 21, 1989

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

RE: Fort Bend Flood Control Water Supply Corporation
Purchase of Right-of-Way Tracts (Tracts 15, 19, 20 and
21)

Gentlemen:

Enclosed please find a copy of the Resolution Approving
Final Purchase Prices for and Authorizing Execution of Documents
for Certain Tracts of Land Required for the Flood Control
Improvements to Flat Bank Creek, Middle Oyster Creek, and
Stafford Run for your review.

If you have questions or if further information is needed,
please contact me at your convenience.

Very truly yours,


Larry D. Wagenbach
Assistant District Attorney

LDW:rg:1734B
Enclosures

cc: Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick
County Clerk Dianne Wilson

LDW:rg:FLOOD.LET

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County convened in regular session at a regular term of said Court, open to the public, on the 2 day of January, 1990, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinoha	County Judge
Bud O'Shieles	Comm., Prec. #1
Ben Denham	Comm., Prec. #2
Alton Pressley	Comm., Prec. #3
Bob S. Lutts	Comm., Prec. #4
Dianne Wilson	County Clerk

and all of said persons being present except Pressley

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION APPROVING FINAL PURCHASE PRICES FOR AND AUTHORIZING EXECUTION OF DOCUMENTS FOR CERTAIN TRACTS OF LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND

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 FINAL PURCHASE PRICES FOR AND AUTHORIZING EXECUTION OF DOCUMENTS FOR CERTAIN TRACTS OF LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds (the "Project"), which are located in Fort Bend County, Texas; and

WHEREAS, in connection with the Project, it is necessary for the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to acquire certain land; and

WHEREAS, by Resolutions dated January 16, 1989, and April 10, 1989, the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court") authorized the Corporation to acquire certain land after finding that a public necessity exists for the Project and requires acquisition of such land;

WHEREAS, the Corporation has funds available for the purpose of acquiring land for the Project;

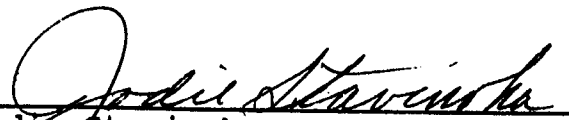
WHEREAS, the Commissioners Court now desires to authorize and proceed with any and all necessary action to authorize the Corporation to finalize acquisition of certain tracts of land; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

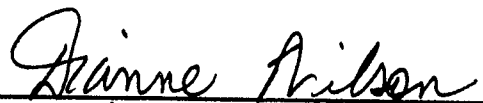
Section 1: The Commissioners Court hereby approves the final purchase prices for the tracts of land submitted by the Corporation which are attached hereto as Exhibit "A", and authorizes the Corporation to acquire such tracts of land, to execute all contracts and other documents in connection therewith, to make all payments due pursuant to the terms thereof, to execute closing documents necessary to consummate purchase of such tracts of land, and to issue a check payable to Stewart Title Company for the purchase price and reasonable closing costs for each tract of land, as shown on Exhibit "A" attached hereto.

Section 2: The Corporation and its consulting engineers, attorneys and agents are hereby authorized to take all necessary actions to finalize acquisition of the tracts of land described in Exhibit "A" attached hereto.

PASSED AND APPROVED this 2 day of January, 1990.


Jodie Stavinoha
County Judge

ATTEST:


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

(SEAL)

A:\WP01\FBFC\RES\CLOSDOCS.CCS

EXHIBIT "A"
PURCHASE PRICES

<u>Tract No.</u>	<u>Seller</u>	<u>Purchase Price</u>
Tract #15 1.778 acres (easement)	R. T. Herrin	\$ 5,000
Tracts 19 & 20 10.583 acres (easement)	R. T. Herrin	\$123,612
Tract #21 60.402 acres	Anderson Brothers Farm, Inc.	\$426,010
..		<hr/>
		\$554,622

THE STATE OF TEXAS
COUNTY OF FORT BEND

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I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court do hereby certify that the attached and foregoing is a true and correct copy of a resolution entitled:

RESOLUTION APPROVING FINAL PURCHASE PRICES FOR AND AUTHORIZING EXECUTION OF DOCUMENTS FOR CERTAIN TRACTS OF LAND REQUIRED FOR THE FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO ACQUIRE SUCH LAND

adopted by said Commissioners Court at a meeting, open to the public, held on the ____ day of January, 1990, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said Commissioners Court on file in my office.

I further certify that the written notice of the date, hour, place and subject of the meeting of the Commissioners Court, at which the foregoing resolution was adopted, was posted on a bulletin board located at a place convenient to the public in the County Courthouse and readily accessible to the general public at the earliest possible time, pursuant to Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this
2 day of January, 1990.

DIANNE WILSON, County Clerk and Ex-Officio Clerk of Commissioners Court

By

Dianne Wilson

(SEAL)

A:\WP01\FBFC\RES\DOCS-CC.CER

7. CONSIDER APPROVING PROPOSAL FOR ARCHEOLOGICAL SERVICES FOR THE FLAT BANK CREEK/MIDDLE OYSTER CREEK PROJECT OF THE FORT BEND FLOOD CONTROL WATER SUPPLY CORP.:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve Roger A. Moore for archeological services for the Flat Bank Creek/Middle Oyster Creek Project of the Fort Bend Flood Control Water Supply Corporation as presented by Joe B. Allen representing Vinson & Elkins.

8. CONSIDER APPROVAL OF RESOLUTION APPROVING PROPOSAL FOR PHASE I ENVIRONMENTAL ASSESSMENT OF CERTAIN LAND IN CONNECTION WITH FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK & STAFFORD RUN; AND AUTHORIZING FORT BEND FLOOD CONTROL WATER SUPPLY CORP. TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH ENVIRONMENTAL ASSESSMENT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve proposal for Phase I with Pilko & Association for Hermann Tracts as presented by Joe B. Allen representing Vinson & Elkins.

9. APPROVE BILLS FOR FORT BEND WATER SUPPLY CORP.:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve the following bills for Fort Bend Water Supply Corp. as presented by Kathy Hynson, County Treasurer: (Recorded in minutes in full)

Don Russell	\$ 50.00
Paul J. Council	\$ 100.00
A.J. Colbert	\$ 50.00
Charles F. Howard	\$ 100.00
Rick Zapalac	\$ 100.00
Lichliter/Jameson	\$51,812.02
Hassell Constr.	\$43,355.25
The Bookbindery	\$ 245.00
Stewart Title	\$ 122.50
Stewart Title	\$ 157.50
Vinson & Elkins	\$254,584.77
McBride Ratcliff Assoc.	\$ 740.76

10. SHERIFF PERRY HILLEGEIST, RE: REQUEST TO ADVERTISE FOR BIDS FOR 23 AUTOMOBILES (FUNDS AVAILABLE):

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for 23 or more automobiles. (Recorded in minutes in full)

11. CONSIDER APPROVING ADDENDUM TO AGREEMENT ESTABLISHING GUIDELINES FOR APPOINTMENTS TO RICELAND REGIONAL MENTAL HEALTH AUTHORITY BOARD:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve addendum to agreement establishing guidelines for appointments to Riceland Regional Mental Health Authority Board. (Recorded in minutes in full)

12. CONSIDER APPROVAL OF 1990 DUES TO TEXAS ASSN. OF COUNTIES:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve 1990 dues in the amount of \$2,440.00 to Texas Assn. of Counties. (Recorded in minutes in full)

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County convened in regular session at a regular term of said Court, open to the public, on the 2 day of January, 1990, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinoha	County Judge
Bud O'Shieles	Commissioner, Precinct #1
Ben Denham	Commissioner, Precinct #2
Alton Pressley	Commissioner, Precinct #3
Bob S. Lutts	Commissioner, Precinct #4
Dianne Wilson	County Clerk

and all of said persons being present except Pressley

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION APPROVING PROPOSAL FOR ARCHEOLOGICAL CONSULTING SERVICES IN CONNECTION WITH FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH APPRAISALS

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 PROPOSAL FOR ARCHEOLOGICAL CONSULTING SERVICES IN CONNECTION WITH FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH APPRAISALS

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds (the "Project"), which are located in Fort Bend County, Texas; and

WHEREAS, in connection with the Project, it may be necessary for the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to obtain certain archeological consulting services; and

WHEREAS, the Corporation has requested and received certain proposals for the archeological consulting services; and

WHEREAS, on November 29, 1989, the Board of Directors of the Corporation authorized the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), to approve the proposal for archeological consulting services submitted by Roger G. Moore, M.A. in connection with flood control improvements to the Project; and to authorize the Corporation to take all necessary action to obtain such archeological consulting services if needed; and

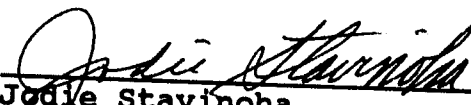
WHEREAS, the Commissioners Court now desires to authorize and proceed with any and all necessary action to authorize the Corporation to proceed with the Project; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

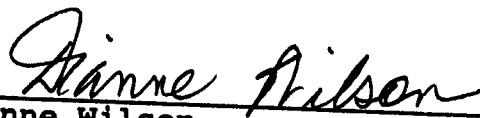
Section 1: The Commissioners Court hereby approves the proposal for archeological consulting services submitted by Roger G. Moore, M.A., which is attached hereto as Exhibit "A", and authorizes the Corporation to execute such proposal and to make all payments due pursuant to the terms thereof.

Section 2: The Corporation and its consulting engineers, attorneys and financial advisors are hereby authorized to take all necessary actions with respect to obtaining the archeological consulting services if needed to construct and maintain the Project.

PASSED AND APPROVED this 2 day of January, 1990.


Jodie Stavinocha
County Judge

ATTEST:


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

(SEAL)

A:\WP05\FBFC\COM-CRT\RES\ARCHEOL

THE STATE OF TEXAS
COUNTY OF FORT BEND

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I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court do hereby certify that the attached and foregoing is a true and correct copy of a resolution entitled:

RESOLUTION APPROVING PROPOSAL FOR ARCHEOLOGICAL CONSULTING SERVICES IN CONNECTION WITH FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH APPRAISALS

adopted by said Commissioners Court at a meeting, open to the public, held on the 2 day of January, 1990, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said Commissioners Court on file in my office.

I further certify that the written notice of the date, hour, place and subject of the meeting of the Commissioners Court, at which the foregoing resolution was adopted, was posted on a bulletin board located at a place convenient to the public in the County Courthouse and readily accessible to the general public at the earliest possible time, pursuant to Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

2 WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this day of January, 1990.

DIANNE WILSON, County Clerk and
Ex-Officio Clerk of
Commissioners Court

By

Dianne Wilson

(SEAL)

A:\WP05BPC\COMM-CRT\RES\ARCHEOL

Roger G. Moore, M.A.
Moore Archeological Consulting
6621 Wharton
Houston, Texas 77055
Tel. (713) 680-0715 FAX No. (713) 467-1860

19 September 1989

Mr. Sam Kruse
Lichliter/Jameson & Associates, Inc.
11,111 Brooklet Drive
Houston, Texas 77099-3596

Dear Mr. Kruse:

Enclosed please find a statement of rates for Moore Archeological Consulting, as requested in this morning's telephone conversation. Archeological services can be provided on an "as needed" basis utilizing this rate structure. It should be understood that the number of the stated personnel positions coming into play in any specific project will depend upon the scope and nature of the services required. When desired for specific projects, I would be pleased to prepare formal budget proposals on a cost-incurred, not-to-exceed basis.

Please feel free to contact me should you have any questions. I will assert that Fort Bend County would benefit from the proximity of my firm and the excellent working relationship that it enjoys with the Corps of Engineers, Galveston District, the Texas Historical Commission, and the Texas Antiquities Committee.

Thank you for considering Moore Archeological Consulting in this matter. I will look forward to hearing from you in the near future.

Sincerely,



Roger G. Moore, Principal

**Moore Archeological Consulting:
Rates Statement**

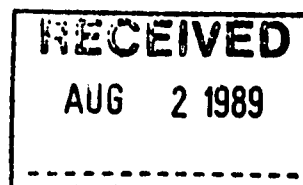
As is customary for sub-consultants, the total rates below reflect the addition of Moore Archeological Consulting's Overhead (50%) and Fixed Profit Fee (10%) charges.

<u>Position:</u>	Salary rate/hr:	Overhead & Fee rate:	Total:
Principal Investigator	\$30/hr	\$18/hr	\$48/hr
Field Supervisor	\$15/hr	\$9/hr	\$24/hr
Crew Member	\$10/hr	\$6/hr	\$16/hr
Lab Supervisor	\$12/hr	\$7.50/hr	\$19.20/hr
Lab Analyst	\$8/hr	\$4.80/hr	\$12.80/hr

Roger G. Moore, M.A.
Moore Archeological Consulting
6621 Wharton
Houston, Texas 77055
Tel. (713) 680-0715 FAX No. (713) 467-1860

1 August 1989

Mr. Sam Kruse
Lichtler/ Jamison & Associates, Inc.
11111 Brooklet Drive
Houston, Texas 77099-3596



Dear Mr. Kruse:

Thank you for the opportunity to present my firm's qualifications for your consideration. I have maintained an archeological consulting practice based in Houston since 1983, centered upon (but certainly not restricted to) work in the Houston-Galveston region. I am professionally certified by the Society of Professional Archeologists, and have successfully conducted Texas Antiquities Code-mandated investigations, as well as Corps of Engineers permit projects, and Section 106 and NEPA studies. My firm has accumulated rather unique experience and expertise in dealing with archeological considerations in urbanized contexts, including the preparation of the archeological component of EA's and EIS's for highway and transit projects.

A partial register of prior and continuing clients includes METRO, Turner Collie & Braden, Inc., The Goodman Corporation, TeamHou Architects, Central Houston, Inc., Van Sickle Mickelson & Klein, Inc., Morgan-Rieniets, Inc., Smith Locke Asakura Architects, The Galveston Historical Foundation, Harris County Engineering and Parks Planning departments, and the cities of Houston and Galveston. In addition, I have participated as a sub-consultant in several joint ventured projects, including that assembled for the Galveston Trolley Project.

Thank you for your interest. Please feel free to call on me if you have any further inquiries. Meanwhile, I will look forward to the opportunity to work with your firm in the future.

Sincerely,

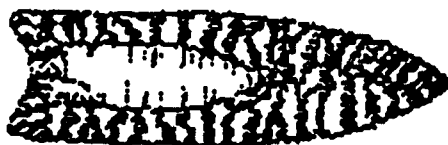
A handwritten signature in cursive script, appearing to read "Roger G. Moore".

Roger G. Moore

(enclosure)

Firm Profile:

Moore Archeological Consulting



Contents:

Firm Qualifications

Professional References

Project Experience Narrative

Vita: Roger G. Moore, M.A., Principal

Firm Qualifications

Moore Archeological Consulting
Roger G. Moore, M.A.
6621 Wharton Street
Houston, Texas 77055
Tel. (713) 680-0715

Firm Capabilities:

Roger G. Moore initiated an independent archeological consulting practice based in Houston, Texas, in 1983. Moore Archeological Consulting offers its clients comprehensive services in the area of cultural resource management. The firm possesses special expertise in completing archeological investigations in urban contexts, consistent with Mr. Moore's academic specialization and primary research focus. His solid academic background and extensive experience in archeology is combined with a business-like approach to the problems and objectives of cultural resource management consulting. He is experienced in working as a member of planning and design phase project teams, and has proven to contribute effectively to both his substantive area of project responsibility and to overall project management. Mr. Moore's Houston/Galveston area clients significantly benefit from the firm's convenient location, insuring that he is available on a continuing basis for planning and consultation. In addition, this central location permits substantial per diem savings to be passed on to the client. Similarly, overhead costs reflect this location in the preparation of budget proposals. The firm is supported by in-house word-processing, graphics, laboratory, and data-processing capabilities.

Services Offered:

Mr. Moore is familiar with the conditions for the successful achievement of Federal and State project archeological compliance requirements. He has a well-established working relationship with the Galveston District, US Army Corps of Engineers, the Texas Historical Commission and the Texas Antiquities Committee. Moore Archeological Consulting can provide the necessary range of cultural resource services to satisfy Section 106, Texas Antiquities Code, Federal Environmental Assessment and Impact Statement, and US Army Corps of Engineers Permit requirements for most projects. These services encompass archeological survey, site testing and mitigation, construction monitoring, historical documentary research, and academic research capabilities.

Professional References: Roger G. Moore

Robert C. Esenwein, Manager
Business Development Dept.
Turner, Collie, & Braden, Inc.
P. O. Box 13089
Houston, TX 77219
(713) 780-4100

Mr. Mike Davis
METRO
PO Box 61429
Houston, TX 77208
(713) 739-4615

Mr. John D. Carrara, Jr., Vice President
The Goodman Corporation
1600 Smith Street, Suite 4450
Houston, Texas 77002
(713) 951-7951

Ms. Judy Overby Bell
County Judge Jon Lindsay
1001 Preston, Suite 911
Houston, Texas 77002
(713) 221-6664

Mr. Robert Eury, Director
Central Houston, Inc.
1100 Louisiana, Suite 1850
Houston, Texas 77002
(713) 650-1470

Mr. Stephen C. Costello, Vice President
Van Sickle, Mickelson, & Klein, Inc.
7500 San Filipe, Suite 700
Houston, TX 77063
(713) 972-1220

Eleanor Tinsley
Council Member at Large,
Position Two
P. O. Box 1562
Houston, TX 77251
(713) 247-2118

Dr. Roderick J. McIntosh
Department of Anthropology
Rice University
P. O. Box 1892
Houston, TX 77251
(713) 527-4847

Mr. G. R. Dennis Price, General Manager
Heartfield, Price, & Greene, Inc.
802 North 31st Street
Monroe, LA 71201
(318) 388-4754

Dr. Frank Hole, Chairman
Department of Anthropology
Yale University
New Haven, CT 06520
(203) 432-4481

Mr. Tom Roche
Pilko & Associates
2707 North Loop West, Suite 960
Houston, TX 77008
(713) 861-1417

Mr. Peter Brink, Director
Galveston Historical Foundation
P. O. Drawer 539
Galveston, TX 77553
(409) 765-7843

Moore Archeological Consulting: Project Experience Narrative

The following is a narrative description of some of the major projects undertaken by Moore Archeological Consulting. This narrative is not exhaustive; for a full accounting of projects undertaken, see Mr. Moore's vita.

Corps 404 Permit Surveys:

The firm has successfully completed Corps of Engineers, 404 Permit mandated cultural resource surveys for the following projects: South Mayde and Mason creeks realignments (Harris County Engineering Department), Baytown recreational vehicle park revetment and pier (Texas Bank Savings -Conroe), Ditch No. 9 Diversion Channel Project (Galveston County Drainage District No. 2) and other projects.

Quantum, Georgia Gulf, and Formosa Chemical Corporations Plants:

Firm conducted cultural resources surveys of three proposed chemical plants in Southeast Texas under contract with management and environmental firm of Pilko & Associates, Houston, Texas. (1988)

West Lake Houston Parkway Project:

Firm conducted cultural resource survey and National Register eligibility test excavations for the West Lake Houston Parkway Project, a Harris County highway project. (1988)

Harris County Jail Expansion Project:

Firm was retained by the Facilities Development Group to conduct archeological compliance investigations for the conversion of a large, existing structure into the Harris County Jail Expansion, a project ultimately sponsored by Harris County. (1988)

Cinco Ranch, Phase II:

Firm was retained by the Cinco Ranch Ventures to perform a cultural resources survey of the 2200-acre Cinco Ranch, Phase II tract under the terms of an EPA Memorandum of Agreement. (1988)

Winnie Pipeline Project:

Firm was retained by the Winnie Pipeline Company to conduct Cultural Resources Survey of a proposed 16 inch natural gas pipeline, Jefferson & Orange counties, Texas. Project was undertaken under dual jurisdiction of Texas Antiquities Code and Corps of Engineers, 404 Permit processes. (1988)

Fort Worth Interstate 30/35 Interchange Project:

Firm compiled cultural resources component of DEIS for this major urban highway realignment project under a contract with Turner, Collie & Braden, Inc., Houston, Texas. (1987 - 1988)

Ashton Villa Archeological Excavation Project:

Firm conducted data recovery excavations at the Ashton Villa House Museum under a contract with Galveston Historical Foundation to address Texas Antiquities Code requirements for the development of permanent archeological exhibit at the site. (1987 - 1988)

City of Houston, Southeast Sewer Relief Project:

The firm is serving as consultant to Morgan-Rieniets, Inc., for archeological and historical investigations for the City of Houston, Southeast Sewer and Pump Stations project. Activities undertaken to date include historical land use study compilation, monitoring of construction of the Magnolia Lift Station, and regulatory agency coordination. (1987 - 1988)

Galveston Trolley Project, Phases I - IV:

Firm functioned as member of UMTA Capital Grant Application and Design and Engineering teams for the City of Galveston Trolley Project. Principal served as Project Archeologist from preparation of UMTA grant application through completion of final Design & Engineering phase. Firm was responsible for archeological components of UMTA grant application, Draft, and Final Environmental Assessment, as well as detailed reports of investigation to the Deputy State Historic Preservation Officer, Texas Historical Commission (Section 106 review) and the Texas Antiquities Committee (Texas Antiquities Code). Project tasks over the three phases included intensive documentary study of linear alignment and maintenance facility, geotechnical core monitoring and analysis, limited test excavation, preparation of Scope of Work for archeological construction monitoring, and satisfaction of regulatory agencies compliance requirements. The firm has recently completed Phase IV, the monitoring of construction for the project. Project results included innovative use of documentary reconstruction of City-wide early 20th century grade-raising program to substantially reduce area of potential archeological impact. [1984-1988]

METRO, System Connector Project:

Principal is functioning as archeological sub-consultant to Ochsner Associates and Gardner & Holman Associates for the preparation of Draft Environmental Impact Statement for the METRO, System Connector Project. Work completed to date includes co-ordination with Deputy State Historic Preservation Officer, Texas Historical Commission (Section 106 review), field and documentary survey, and preparation of draft Archeological Resources section of E.I. S. [1986 - 1988]

Harris County, Jesse H. Jones Park Expansion Project:

Firm conducted archeological inventory survey of an expansion tract for Jesse H. Jones Park in northern Harris County for the Harris County Parks Planning Department. Project tasks included 100% archeological field survey and current preparation of report of investigations. [1986 - 1987]

City of Houston, Northwest and Southeast Lateral Water Supply Pipelines

Firm served as sub-consultant for an archeological survey of two City of Houston water supply pipeline alignments in eastern Harris County to satisfy Section 106 requirements. Project tasks included archeological field survey and documentary study of linear alignments, geotechnical core analysis, preparation of report of investigation, and satisfaction of regulatory agencies compliance requirements. [1986 - 1987]

City of Houston, Buffalo Bayou Linear and Sesquicentennial Parks Projects:

Firm is conducting on-going studies for three adjoining park projects on Buffalo Bayou in downtown Houston. Tasks have thus far included extensive co-ordination with the Deputy State Historic Preservation Officer, Texas Historical Commission, Corps of Engineers, Galveston District, and the Texas Antiquities Committee, intensive documentary reconstruction of land use and alterations within the project areas, exploratory test trenching, geotechnical monitoring, preparation of interim report of investigation, and current construction monitoring. [1985-1988]

Texaco, Sargent East Seismic Project:

Firm served as sub-consultant for an archeological survey of three Texaco seismic lines crossing State of Texas lands in Brazoria County to satisfy Texas Antiquities Code requirements. Project tasks included archeological field survey of linear seismic alignments, preparation of report of investigation, and satisfaction of regulatory agencies compliance requirements. [1986]

Harris County, Cypresswood Drive & Cutten Road Extensions Project:

Firm conducted archeological survey of two proposed road extension right-of-way alignments in northern Harris County for the Harris County Engineering Department. Project tasks included archeological field survey of right-of-way alignments, definition of boundaries and current condition of previously recorded site adjacent to alignments, preparation of report of investigation, and satisfaction of regulatory agencies compliance requirements. [1985]

Harris County, Mercer Arboretum Improvements Project:

Firm conducted archeological survey of numerous proposed improvements, including linear road and trail alignments, in the Mercer Arboretum Park in northern Harris County for the Harris County Parks Planning Department. Project tasks included archeological field survey of proposed improvements, preparation of report of investigation, and satisfaction of regulatory agencies compliance requirements. [1985]

METRO, Rapid Transit Corridor Assessment:

Principal served as member of team of three archeologists conducting an initial archeological assessment of a proposed rail transit corridor extending from north of downtown to southwest Houston. Report provided a preliminary evaluation of the potential archeological impact of the proposed transit project through documentary analysis and superficial field examination of the alignment. [1982]

METRO, Regional Rail System, Stage I Project:

Principal functioned as archeological sub-consultant to Houston Transit Consultants joint venture for the METRO, RRS, Stage I project. Work completed prior to cancellation of rail project included co-ordination with Deputy State Historic Preservation Officer, Texas Historical Commission (Section 106 review), geotechnical monitoring and analysis, and preparation of report of investigation on the archeological implications of the geotechnical data. [1983]

Interstate 45 Improvements Assessment:

Principal conducted an initial archeological assessment of proposed IH 45 improvements from downtown Houston to the Montgomery County line. Report provided a preliminary evaluation of the potential archeological impact of the proposed project through documentary analysis and superficial field examination of the alignment. [1983]

GeoSeismic Services, Brazos Bend Park Project:

Firm conducted an archeological survey of a GeoSeismic Services seismic line crossing Brazos Bend State Park in Fort Bend County to satisfy Texas Antiquities Code requirements. Project tasks included archeological field survey of linear seismic alignment, preparation of report of investigation, and satisfaction of regulatory agencies compliance requirements. [1985]

Relevant Projects Conducted by Principal for Previous Employers:**1. TXO Corporation, Ozark Pipeline Alignment Re-route Survey and Excavations:**

Project Archeologist for a Heartfield, Price, & Greene, Inc. (Monroe, LA) archeological survey to re-route Ozark Pipeline alignment to avoid three previously recorded sites in Latimer County, Oklahoma. Mr. Moore also directed a mitigation-level data recovery excavation at one site in the same county. [1981]

2. Missouri Pacific Rail Crossing of Cypress Creek:

Project Archeologist for a Heartfield, Price, & Greene, Inc. (Monroe, LA) archeological survey of proposed rail alignment crossing of Cypress Creek in northern Harris County. [1981]

3. Harris County, Cypress Creek Park System, Welker Unit Project:

Project Archeologist for a Heartfield, Price, & Greene, Inc. (Monroe, LA) archeological survey of the Welker Unit park tract on Spring Creek in northern Harris County. Proposed improvements included numerous linear features, including roads and trails. [1980]

4. Energy Transportation Systems, Inc., Project:

Coordinator and Editor of Volume I (cultural overviews and environmental settings) of a Class I, Bureau of Land Management cultural resources inventory document prepared by Heartfield, Price, & Greene, Inc. (Monroe, LA), for a proposed coal slurry pipeline from Wyoming to Louisiana. [1980]

5. Ouachita National Forest Archeological Assessment Project:

Field crew member and author of report of investigation for a Heartfield, Price, & Greene, Inc. (Monroe, LA) assessment survey of the Cold Springs and Fourche ranger districts, Ouachita National Forest, Arkansas. Survey comprised of numerous linear transects traversing the project area. [1979]

Vita:**Roger G. Moore****Higher Education**

B. A. Florida State University, 1974

M. A. Rice University, 1982

PhD Candidate (A.B.D.) Rice University, Houston, Texas

Grants, Honors and Awards

- | | |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1989 | Elevated to full membership in Sigma Xi |
| 1988 | R. G. Moore selected for inclusion as biographee in 21st edition of <u>Who's Who in the South and Southwest</u> (MacMillan Publishing Co.) |
| | Moore Archeological Consulting selected for profile in the January 11, 1988 edition of <u>Houston Post, Monday Business</u> magazine's small business "Success Story" column. |
| 1986 | Recipient of honorary citation from Houston/Harris County Sesquicentennial Commission for contributions to the commemoration of the 150th anniversaries of the founding of Texas and the City of Houston |
| | Recipient of honorary citation from Mayor Kathryn J. Whitmire designating "Roger G. Moore Day" in the City of Houston for contributions to cultural heritage of the City of Houston, including the Diverse Works/Market Square Archeological Project |
| | Rice University Travel Grant to participate in City Archeology workshop series, 1986 Society for Historical Archeology meetings, Sacramento, Ca. |
| 1984 | Sigma Xi, Rice-Medical Center Chapter: Graduate Merit Award |
| 1983 | Elected to Sigma Xi (Associate Membership) |
| 1982 | Rice University Travel Grant to present papers at 1982 Society for Historical Archeology meetings, Philadelphia, Pa. |
| 1978-83 | Rice University Graduate Fellowship |
| 1977-83 | Rice University Tuition Scholarship |

Professional Certification

Certified by Society of Professional Archeologists in categories of Field Research and Historical Archeology

Committee Memberships and Offices

Society for Historical Archeology, Committee for City Archeology

Council of Texas Archeologists committees:

Governmental Affairs committee (1984-87; Chairman, 1985-1986)

Careers in Archeology committee (1980-81)

City of Houston Archeological & Historical Commission:

Chairman, Archeology Committee, (1986-)

Member, (1986-88)

Resource volunteer, (1984-86)

Houston Archeological Society:

President (1988-89)

Director-at-Large (1984-86)

Secretary/Treasurer (1983-84)

Member, Houston City Council Member Eleanor Tinsley's ad hoc committee to draft an archeological and historical preservation ordinance (creating the Houston Archeological & Historical Commission) for the City of Houston (1983).

Invited Lectures

"What in the World Is a Contract Archeologist?" Lecture presented to the University Area Chapter, Rotary Club International, Houston Texas (1989)

"Diverse Works and Other Urban Endeavors." Lecture presented to the J. M. Alexander Chapter, Daughters of the American Revolution, Houston Texas (1988)

"Archeological Resources of the Main Street-Market Square District." Paper presented at "Reclaiming Houston Downtown: New Directions for the Main Street-Market Square District" symposium, Houston, Texas (1988)

"Archeology and City Government." Paper presented at "Preservation and Cultural Resources Management for City Employees and Public Agencies." symposium organized by Houston Archeological & Historical Commission, Houston, Texas (1986)

"Urban Archeological Projects in Galveston and Houston." Lecture presented to the Galveston Archeological Society (1986)

"Market Square Archeological Project" profiled on "Eyes of Texas" television program. (1986)

"Urban Archeology in Houston." Houston Public Library (1985).

Archeological resource person: Bayou Preservation Alliance/City of Houston, Buffalo Bayou Task Force: Mayor's Buffalo Bayou Float/Lecture Trip (1985).

"Archeological Monitoring of the Wortham Theater Construction." Lecture presented to the Houston Archeological Society (1984)

Numerous interviews with print and electronic media concerning archeological investigations, urban archeology, and cultural resource management.

Community Services

- 1988 Member, Comprehensive Planning Process, Staff Task Force. Planning and Development Department, City of Houston.
- 1987-88 Alternate Member, Comprehensive Planning Process, Technical Advisory Committee. Planning and Development Department, City of Houston.
- 1986 Co-organizer of Houston Archeological & Historical Commission workshop on "Preservation and Cultural Resources Management for City Employees and Public Agencies," November 6, 1986.
- 1985 Resource volunteer, Houston Independent School District/Council Member Eleanor Tinsley, Neighborhood Heritage Program.
- 1984 Principal Organizer, Westview Terrace Civic Association, Houston, Texas.

Professional Societies

Society of Professional Archeologists
 American Society for Conservation Archeology
 American Anthropological Association
 Society for American Archeology
 Society for Historical Archeology
 Archeological Institute of America
 Sigma Xi (Associate)
 Council of Texas Archeologists
 Texas Archeological Society
 Houston Archeological Society
 National Trust for Historic Preservation
 National Speleological Society

Institutional Affiliation

Principal and Sole Proprietor: Moore Archeological Consulting, Houston, Texas.

Professional Experience

1989

Consultant to Lamar University at Orange to evaluate tombstone found during construction of campus building, Orange County, Texas.

1988

Consultant to Turner Collie & Braden, Inc., Houston, Texas, for National Register eligibility test excavations at prehistoric site 41HR616, Harris County, Texas.

Consultant to the City of Houston for a Cultural Resources Survey of portions of Memorial Park, Houston, Texas.

Consultant to Cinco Ranch Ventures, Houston, Texas, for a Cultural Resources Survey of the Cinco Ranch, Phase II, Harris County, Texas.

Consultant to Turner Collie & Braden, Inc., Houston, Texas, for a Cultural Resources Survey of the proposed West Lake Houston Parkway highway project, Harris County, Texas.

Consultant to Geoseismic Services, Inc., Liberty, Texas, for a Cultural Resources Survey of a proposed Seismic Shot Line, Davis Hill State Park Lands, Liberty County, Texas.

Consultant to the City of LaMarque, Texas, for a Cultural Resources Survey of the Proposed Highland Bayou Park, City of LaMarque, Galveston County, Texas.

Consultant to Pilko & Associates, Houston, Texas, for a Cultural Resources Survey of a proposed Formosa Plastics Plant, Calhoun County, Texas.

Consultant to Pilko & Associates, Houston, Texas, for a Cultural Resources Survey of a proposed Georgia Gulf Corporation Phenol Plant, Deer Park, Harris County, Texas.

Consultant to the Facilities Development Group, Houston, Texas, for a documentary data-based Archeological Impact Assessment of the proposed Harris County Jail Expansion Project, Houston, Texas.

Consultant to Pilko & Associates, Houston, Texas, for a Cultural Resources Survey of a Quantum Chemical Corp., proposed Ethylene plant, Deer Park, Texas.

Subconsultant to Heartfield, Price, & Greene, Inc., for a Cultural Resources Survey of Transco natural gas pipeline, Calhoun and Matagorda counties, Texas.

Subconsultant to Heartfield, Price, & Greene, Inc., for a Cultural Resources Survey of Transco natural gas pipeline, Live Oak County, Texas.

Subconsultant to Heartfield, Price, & Greene, Inc., for a Cultural Resources Survey of Christopher Oil Co., well pad and access road, Turkey Creek Unit, Big Thicket National Preserve, Hardin County, Texas.

Cultural Resources Survey of a proposed 16 inch natural gas pipeline, Jefferson & Orange counties, Texas. Conducted by Moore Archeological Consulting for Winnie Pipeline Company, Winnie, Texas.

Consultant to Morgan-Rieniets, Inc., for archeological construction monitoring at the Magnolia Lift Station site, East Side Relief Sewers and Pump Stations Project, City of Houston, Harris County, Texas.

1987

Archeological survey of proposed South Mayde Creek relocation project, Harris County, Texas. Conducted for Harris County Engineering Department, Harris County, Texas by Moore Archeological Consulting.

Consultant to Team Hou and Central Houston Civic Improvement, Inc., for Phase II archeological investigations for the City of Houston, Sesquicentennial Park project. Houston, Texas.

Subconsultant to Heartfield, Price, & Greene, Inc., for magnetic anomaly recovery excavations for the Northwest Lateral Pipeline Project, City of Houston, Harris County, Texas.

Consultant to Les Texas & Co., Houston, Texas, for Cultural Resources Survey of the Proposed Poole Heirs #1 Well Location and Access Road, San Bernard National Wildlife Refuge, Brazoria County, Texas.

Emergency field assessment of accidental cistern discovery, Austin & Lamar streets, Central Business District, Houston, Texas.

Consultant to Galveston County Drainage District No.2 for archeological survey of Ditch No. 9 Diversion Channel Project (US Army Corps of Engineers Permit Application No. 18065). Galveston County, Texas.

Consultant to Texas Bank Savings -Conroe, for archeological survey and historical investigations of a proposed recreational vehicle park project on Galveston Bay. Baytown, Texas.

Subconsultant to Barry M. Goodman Associates for archeological construction monitoring of the Galveston Trolley Project. Galveston, Texas.

Consultant to Morgan-Rieniets, Inc., for archeological and historical investigations for the City of Houston, Southeast Sewer and Pump Stations project. Houston, Texas.

Consultant to Galveston Historical Foundation for archeological excavations at the Ashton Villa House Museum in preparation for 3-D International designed in situ archeological displays. Galveston, Texas.

Consultant to Turner Collie & Braden, Inc., to prepare archeological component of Interstate Highway 30 Relocation project Environmental Impact Statement. Ft. Worth, Texas.

Archeological construction monitoring of the City of Houston, Buffalo Bayou Linear Park I, Harris County, Texas. Conducted for Central Houston Civic Improvement, Inc., by R. Moore Archeological Consulting.

1986

Consultant to Harris County Heritage Society for foundation construction monitoring for the relocation of the Staiti House, Sam Houston Park, Houston, Texas.

Archeological construction monitoring of City of Houston, Buffalo Bayou Linear Park I, Harris County, Texas. Conducted for Central Houston Civic Improvement, Inc., by R. Moore Archeological Consulting.

Subconsultant to Heartfield, Price, & Greene, Inc., for an archeological survey of the Southeast Pipeline Project Right-of-Way, City of Houston, Harris County, Texas.

Archeological survey of Corps of Engineers permit area of City of Houston, Buffalo Bayou Linear Park I, Harris County, Texas. Conducted for Central Houston Civic Improvement, Inc., by R. Moore Archeological Consulting.

Subconsultant to Jeffrey Karl Ochsner & Associates to prepare archeological component of Metropolitan Transit Authority, System Connector project Environmental Impact Statement. Houston, Texas.

Archeological survey of an expansion of Jesse H. Jones Park, Harris County, Texas. Conducted for Harris County, Precinct Four, Harris County, Texas by R. Moore Archeological Consulting.

Subconsultant to Heartfield, Price, & Greene, Inc., for a cultural resource survey of a Mobil Producing, Texas & New Mexico, Inc., 'plug & abandon' project, Saratoga Oil Field, Big Thicket National Preserve, Hardin County, Texas.

Archeological survey of proposed Mason Creek relocation project, Harris County, Texas. Conducted for Richard P. Doss, County Engineer, Harris County, Texas by R. Moore Archeological Consulting.

Subconsultant to Heartfield, Price, & Greene, Inc., for an archeological survey of the Northwest Lateral Pipeline Right-of-Way, City of Houston, Harris County, Texas.

Subconsultant to Heartfield, Price, & Greene, Inc., for an archeological survey of the Texaco, Sargent East seismic project, Brazoria County, Texas.

Consultant to Central Houston Civic Improvement, Inc., for preliminary archeological investigations for the City of Houston, Buffalo Bayou linear parks system, Houston, Texas.

Consultant to Office of County Judge Jon Lindsay for archeological survey of the Harris County, Cypress Creek Park System Golf Course site, Harris County, Texas.

Instructor, Houston Museum of Natural Science Field Trip to the Diverse Works/Market Square Archeological Project, Houston, Texas.

1985-86

Consultant to Harris County Heritage Society for construction monitoring of the Gallery of Texas History, Sam Houston Park, Houston, Texas.

Project Director, Diverse Works/Market Square Archeological Project, Houston, Texas. [PhD dissertation project.]

Archeological and historical preservation consultant to Houston City Council Member Eleanor Tinsley (1983-present).

Consultant to Central Houston Civic Improvement, Inc., for preliminary archeological investigations for the Sesquicentennial Park Design Competition, Houston, Texas.

Subconsultant to Barry M. Goodman Associates for archeological excavations and other services on Galveston Trolley Project, Phases II & III. Galveston, Texas.

1985

Archeological survey of proposed Cypresswood Drive and Cutten Road Extensions, Harris County, Texas. Conducted for Richard P. Doss, County Engineer, Harris County, Texas by R. Moore Archeological Consulting.

Archeological survey of proposed improvements in Mercer Arboretum, Harris County, Texas. Conducted for Harris County, Precinct Four, Harris County, Texas by R. Moore Archeological Consulting.

Archeological survey of a proposed seismic shot line in Brazos Bend State Park, Fort Bend County, Texas. Conducted for GeoSeismic Services, Inc., by Moore Archeological Consulting.

Subconsultant to Heartfield, Price, & Greene, Inc., for an archeological survey of Houston Oil Field Co., Well Pad E-4, Chambers County, Texas.

Consultant to Ashton Villa House Museum, Galveston Historical Foundation, Galveston, Texas, on preliminary design of in situ archeological displays.

Consultant to Galveston Historical Foundation to evaluate and interpret remains accidentally exposed during new construction in the Strand National Landmark District, Galveston, Texas.

1984

Subconsultant to Jeffrey Karl Ochsner & Associates to prepare archeological assessment for Galveston Trolley Project, Phase I, Urban Mass Transportation Administration grant application. Galveston, Texas.

Consultant to Houston Lyric Theater Foundation to prepare Wortham Theater project site history, and to share archeological construction monitoring responsibilities with AR Consultants (Dallas, Texas). Houston, Texas.

Director, Houston Archeological Society Emergency Advisory Committee test excavations on the 200 block of Main Street, Houston, Texas.

1983

Subconsultant to Turner Collie & Braden, Inc., for archeological component of proposed Interstate 45 improvements environmental assessment. Houston, Texas.

Subconsultant to Houston Transit Consultants on cultural resources aspects of proposed Metro Regional Rail System, Stage I project. Duties included monitoring and analysis of geotechnical core sampling. Houston, Texas.

Teaching Assistant for Rice University, Department of Anthropology, field school excavation, 1983 season. Sam Houston Park, Central Business District, Houston, Texas.

Field participant in Houston Archeological Society salvage excavations at the Trimble historic site, Central Business District, Houston, Texas.

Field participant in Brazosport Archeological Society excavations at the Bryan Plantation home site, Brazoria County, Texas.

1982

Teaching Assistant for Rice University, Department of Anthropology, field school excavation, 1982 season. Sam Houston Park, Central Business District, Houston, Texas.

Subconsultant to Chambers Consultants (San Francisco, CA) for preliminary archeological investigations of the Houston Rapid Transit Corridor. Houston, Texas.

1981

Co-Principal Investigator for NRHP significance testing at Site 41LB41, a historic farmstead in Liberty County, Texas. Conducted by Heartfield Price & Greene, Inc., (Monroe, LA) for Brown & Root, Inc. (Houston TX).

Project Director for mitigation excavations at 34LT35, and for associated re-route survey of proposed TXO Ozark Pipeline, Latimer County, Oklahoma. Conducted by Heartfield Price & Greene, Inc., (Monroe, LA) for the TXO Corporation (Dallas, TX).

Project Archeologist for an archeological survey of a proposed Missouri Pacific Railroad crossing of Cypress Creek, Harris County, Texas. Conducted by Heartfield Price & Greene, Inc., (Monroe, LA) for Environomics, Inc. (Houston, TX).

1980

Project Archeologist for an archeological survey of the Welker Unit, Cypress Creek Park System, Harris County, Texas. Conducted by Heartfield Price & Greene, Inc., (Monroe, LA) for Harris County Commissioners Court, Houston, Texas.

Volunteer consultant and field participant, Rice University/Houston Archeological Society excavations at Ashton Villa historic site, Galveston, Texas.

Staff representative in Houston, Texas, for Heartfield Price & Greene, Inc., (Monroe, LA): 1980-82.

Coordinator and Editor of Volume I (cultural overviews and environmental settings) of a Class I, Bureau of Land Management cultural resources inventory document for the proposed Energy Transportation Systems, Inc., coal slurry pipeline from Wyoming to Louisiana. Prepared by Heartfield Price & Greene, Inc., (Monroe, LA) for Woodward-Clyde Consultants (San Francisco, CA).

1979

Conducted background research, prepared report, and served as field crew member for archeological assessment survey of Cold Springs and Fourche ranger districts, Ouachita National Forest, Arkansas. Conducted by Heartfield Price & Greene, Inc., (Monroe, LA) for U.S.D.A. Forest Service, Hot Springs, Arkansas.

Field Supervisor, Copan Reservoir Project 1979 season excavations, Washington County, Oklahoma. Conducted by the Laboratory of Archeology, University of Tulsa (Tulsa, OK) for the U.S. Army Corps of Engineers.

1978

Section Supervisor, Mitchell Ridge Site excavations, Galveston Island, Texas, for the Texas Archeological Society 1978 Field School.

Responsible for excavation design and architectural interpretation, Rice University, Department of Anthropology, Nottingham Lace Factory excavation project (Dr. Frank Hole, Director), Galveston Island, Texas.

1977

Crew Chief, Hen House Ridge Site excavations, Martin Dies State Park, Jasper County, Texas. Conducted by the Texas Parks and Wildlife Department for the U.S. Army Corps of Engineers.

Crew Member, Hanna Village Site excavation project, Red River Parish, Louisiana. Conducted by New World Research Institute (New Orleans, LA) for the U.S. Army Corps of Engineers.

1976-77

Crew Member, Trinity River Barge Canal Project survey, Polk, Liberty, and San Jacinto Counties, Texas. Conducted by the Archaeology Research Program, Southern Methodist University (Dallas TX) for the U.S. Army Corps of Engineers.

Crew Chief or Field Assistant on numerous small-scale survey and testing projects for Archeological Contracting Services (Houston TX) and Dr. Frank Hole (Rice University, Department of Anthropology, Houston TX). Also functioned as Laboratory Assistant.

1972

Participant in Winter and Summer term field schools, Department of Anthropology, Florida State University. Liberty County, Florida.

Publications and Papers

1989

Construction Monitoring at the City of Houston Sesquicentennial Park, Stage I, Houston, Harris County, Texas. Report prepared for TeamHou Architects, Houston, Texas.
Moore Archeological Consulting, Report of Investigations, No. 25.

Addendum to: An Archeological Survey of Nine Land Units within Memorial Park in Houston (Harris County), Texas. Report prepared for SLA Studioland, Houston, Texas.
Moore Archeological Consulting, Report of Investigations, No. 24A.

An Archeological Survey of Nine Land Units within Memorial Park in Houston (Harris County), Texas. Report prepared for SLA Studioland, Houston, Texas.
Moore Archeological Consulting, Report of Investigations, No. 24.

1988

(with Texas B. Anderson [Senior author]) Meaning and the Built Environment: A Symbolic Analysis of a Nineteenth Century Urban Site. (in) The Recovery of Meaning: Historical Archaeology in the Eastern United States. Mark P. Leone and Parker B. Potter (eds). Smithsonian Institution Press, Anthropological Society of Washington Series.

An Archeological Survey of the Cinco Ranch Venture (Phase II), Fort Bend and Harris Counties, Texas. Report prepared for Cinco Ranch Venture, Houston, Texas.
Moore Archeological Consulting, Report of Investigations, No. 23.

Cultural Resources Survey of the Proposed West Lake Houston Parkway Project, Harris County, Texas. Report prepared for Turner Collie & Braden, Inc., Houston, Texas.
Moore Archeological Consulting, Report of Investigations, No. 22.

Cultural Resources Survey of a Proposed Geoseismic Services Shot Line, Davis Hill State Park Lands, Liberty County, Texas. Report prepared for Geoseismic Services, Inc., Liberty, Texas.
Moore Archeological Consulting, Report of Investigations, No. 21.

Cultural Resources Survey of the Proposed Highland Bayou Park, City of LaMarque, Galveston County, Texas. Report prepared for the City of LaMarque, Texas.
Moore Archeological Consulting, Report of Investigations, No. 20.

Cultural Resources Survey of a Proposed Formosa Plastics Plant, Calhoun County, Texas. Report prepared for Pilko & Associates, Houston, Texas.
Moore Archeological Consulting, Report of Investigations, No. 19.

Archeological Impact Assessment of Harris County Jail Expansion Project, Houston, Texas. Report prepared for the Facilities Development Group, Houston, Texas. Harris County Jail Expansion Project, Report of Investigations, No. 1.

Cultural Resources Survey of a Proposed Georgia Gulf Corporation Phenol Plant, Deer Park, Harris County, Texas. Report prepared for Pilko & Associates, Houston, Texas.
Moore Archeological Consulting, Report of Investigations, No. 18.

(with R. J. Brown [Junior author]) Technical Report: Archeological Monitoring of the Galveston Trolley Project, Galveston, Texas.
Prepared by Roger G. Moore Archeological Consulting for Barry M. Goodman Associates, Houston, Texas.
Galveston Trolley Project. Report of Archeological Investigations, No. 7.

Moore Archeological Consulting, Report of Investigations, No. 17.

Cultural Resources Survey of a Proposed Quantum Chemical Corporation Ethylene Plant, Deer Park, Harris County, Texas. Report prepared for Pilko & Associates, Houston, Texas.

Moore Archeological Consulting, Report of Investigations, No. 16.

Technical Report: Archeological Impact Assessment of Alternative Configurations of the METRO System Connector Project, Houston, Texas. Report prepared by Moore Archeological Consulting for the Metropolitan Transit Authority, Houston, Texas.

Field report of Cultural Resources Survey of Transco natural gas pipeline, Calhoun and Matagorda counties, Texas. Subconsultant Report prepared for Heartfield Price & Greene, Inc., Monroe, LA.

Field report of Cultural Resources Survey of Transco natural gas pipeline, Live Oak County, Texas. Subconsultant Report prepared for Heartfield Price & Greene, Inc., Monroe, LA.

Field report of Cultural Resources Survey of Christopher Oil Co., well pad and access road, Turkey Creek Unit, Big Thicket National Preserve, Hardin County, Texas. Subconsultant Report prepared for Heartfield Price & Greene, Inc., Monroe, LA.

(with C. R. Ebersole [Junior author]) A Cultural Resources Survey of a Proposed 16 inch Natural Gas Pipeline, Jefferson & Orange Counties, Texas. Report prepared by Moore Archeological Consulting for Winnie Pipeline Company, Winnie, Texas.

Moore Archeological Consulting, Report of Investigations, No. 15.

East Side Relief Sewers and Pump Stations Project: Interim Report of Construction Monitoring at the Magnolia Lift Station Site. Report prepared by Moore Archeological Consulting for Morgan-Reinlets, Inc., Houston, Texas. East Side Relief Sewers and Pump Stations Project, Technical Report, No. 2.

An Archeological Assessment of the City of Houston, Comprehensive Planning Process Sectors 2 & 5. Prepared by R. G. Moore, Chair, Archeology Committee, Houston Archeological & Historical Commission.

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Draft technical report prepared by Moore Archeological Consulting for Turner Collie & Braden, Inc.

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East Side Relief Sewers and Pump Stations Project,
Technical Report, No. 1.

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A Report of Results of Magnetometer Survey Anomaly Recovery Excavations for the Northwest Lateral Pipeline Project. Subconsultant Report prepared for Heartfield Price & Greene, Inc., Monroe, LA.

An Archeological Survey of a Proposed Bulkhead and Pier on Upper Galveston Bay, Harris County, Texas. R. G. Moore Archeological Consulting, Report of Investigations, No. 12.

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Technical Report: An Archeological Assessment of Historic Street Fabric of the Strand, Galveston, Texas. Supplement A. Prepared by Roger G. Moore Archeological Consulting for Barry M. Goodman Associates, Houston, Texas. Galveston Trolley Project. Report of Archeological Investigations, No. 3.

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- Industrial Development in Galveston: Profile of a Southern Port City. Paper presented in Ashton Villa Archeology Project Symposium at the Society for Historical Archaeology 1982 meetings, Philadelphia, PA.
- (with Texas Anderson) Preliminary Archeological Investigations Along the Houston Rapid Transit Corridor. Prepared for Chambers Consultants (San Francisco, CA).
- Significance Testing at 41LB41, A Historic Site in Liberty County, Texas. Prepared by Heartfield Price & Greene, Inc., (Monroe, LA) for Brown & Root, Inc. (Houston TX).
- (with William Moore [Senior Author]) An Annotated Bibliography of Texas-Related Articles in the Plains Anthropologist. La Tierra, Vol. 9, No. 1. San Antonio, Texas.
- 1981 An Archeological Re-route Survey to Avoid the Tucker's Knob, Boxcar, and Griffith Sites, Latimer County, Oklahoma. Prepared by Heartfield Price & Greene, Inc., (Monroe, LA) for the TXO Corporation (Dallas, TX).
- An Archeological Survey of the Proposed Missouri Pacific Railroad Crossing of Cypress Creek, Harris County, Texas. Prepared by Heartfield Price & Greene, Inc., (Monroe, LA) for Environomics, Inc. (Houston, TX).

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A Cultural Resource Survey in the Cold Spring and Fourche Ranger Districts, Ouachita National Forest, Arkansas. Prepared by Heartfield Price & Greene, Inc., (Monroe, LA) for U.S.D.A. Forest Service, Hot Springs, Arkansas.

(Editor and major contributor): A Class I Prehistoric Inventory for the Energy Transportation Systems, Inc., Project: Volume I (Cultural Overviews and Environmental Settings). Prepared by Heartfield Price & Greene, Inc., (Monroe, LA) for Woodward-Clyde Consultants (San Francisco, CA).

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THE STATE OF TEXAS
COUNTY OF FORT BEND

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The Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of Fort Bend County convened in regular session at a regular term of said Court, open to the public, on the 2 day of January, 1990, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court, to-wit:

Jodie Stavinoha
Bud O'Shieles
Ben Denham
Alton Pressley
Bob S. Lutts
Dianne Wilson

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

and all of said persons being present except Pressley

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION APPROVING PROPOSAL FOR PHASE I ENVIRONMENTAL ASSESSMENT OF CERTAIN LAND IN CONNECTION WITH FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH ENVIRONMENTAL ASSESSMENT

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 PROPOSAL FOR PHASE I ENVIRONMENTAL ASSESSMENT OF CERTAIN LAND IN CONNECTION WITH FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH ENVIRONMENTAL ASSESSMENT

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds (the "Project"), which are located in Fort Bend County, Texas; and

WHEREAS, in connection with the Project, it is necessary for the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to obtain a phase I environmental assessment of certain land in connection with the acquisition of land for the Project; and

WHEREAS, the Corporation has requested and received a proposal for the environmental assessment; and

WHEREAS, on December 19, 1989, the Board of Directors of the Corporation authorized requesting the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), to approve the proposal for a phase I environmental assessment of certain land submitted by Pilko & Associates, Inc. in connection with acquisition of land for the Project; and to authorize the Corporation to take all necessary action to obtain such environmental assessment; and

WHEREAS, the Commissioners Court now desires to authorize and proceed with any and all necessary action to authorize the Corporation to proceed with the Project; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1: The Commissioners Court hereby approves the proposal for a phase I environmental assessment submitted by Pilko & Associates, Inc., which is attached hereto as Exhibit "A", and authorizes the Corporation to execute such proposal and to make all payments due pursuant to the terms thereof.

Section 2: The Corporation and its consulting engineers, attorneys and financial advisors are hereby authorized to take all necessary actions with respect to obtaining such environmental assessment.

PASSED AND APPROVED this 2 day of January, 1990.

Jodie E. Stavinoha
Jodie Stavinoha
County Judge

ATTEST:

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

(SEAL)

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PILKO & ASSOCIATES, INC.
Business / Environmental / Real Estate Consultants

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2707 NORTH LOOP WEST, SUITE 960
HOUSTON, TEXAS 77008
(713) 861-1417
FAX: (713) 861-6210

December 12, 1989

COURIER

Fort Bend Flood Control Water Supply Corporation
c/o Joe B. Allen, Esq.
Vinson & Elkins
3300 First City Tower
1001 Fannin
Houston, TX 77002

**SUBJECT: Proposal for Phase I Environmental Contamination
Assessment of 7.420 Acre Tract of Land,
Ft. Bend County, Texas**

Pilko & Associates, Inc. will proceed with a Phase I Environmental Contamination Assessment of 7.420 acre tract of land located in Fort Bend County, Texas. Our environmental contamination assessment provides information for making business decisions, such as determining whether there is a low, medium, or high probability of incurring environmental liabilities.

This letter includes a Scope of Work, Cost, and Schedule for the typical assessment.

APPROACH

Pilko & Associates conducts Environmental Contamination Assessments for real estate transactions in two phases:

- Phase I - Initial Site Investigation
- Phase II - Field Sampling and Testing (if required)

Phase I - Initial Site Investigation

This phase will include:

- o Physical inspection of the property.
- o Review of any onsite records, if available.

- o Review of historical aerial photographs of the property and surrounding areas.
- o Review of Chain-of-Title records, if available.

The results of Phase I are summarized in a brief report. Follow-up activities (if required), such as groundwater analysis, or soil sampling, may also be recommended in the Phase I report.

SCOPE OF WORK

Our Phase I activities will focus on priority environmental issues and will include the following:

- o Historical aerial photograph review
- o Chain-of-Title (if available) review
- o Site inspection
 - Visual observation
 - Records/document review (if available)
- o Contact with regulatory agencies as appropriate

We will not conduct any sampling or testing during Phase I of the assessment. If appropriate, we will recommend these activities as Phase II of the investigation.

Our report will be relatively brief (approximately three or four pages) and will focus on identifying issues which might be "deal killers" or involve significant expenditures such as cleanup of contaminated soils.

The report will also contain our recommendations for any additional work which might be needed to establish existing conditions regarding soils, groundwater, physical structures, surface waters, or other aspects of the site. We will be prepared to oversee and manage any and all of the recommended activities as required.

The scope of work or need for Phase II cannot be determined until Phase I has been completed. Our recommendations for Phase II work (if any) will include both a scope of work and estimated costs.

SCHEDULE AND COSTS

After completing our Phase I site assessment, we can, at your request, provide an oral assessment of our findings and

Mr. Joe B. Allen
December 12, 1989
Page 3

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recommendations. We will provide a verbal report within two weeks from authorization and a written report following within one week.

Our charge for completing the tasks outlined in the Scope of Work is a fixed fee amount of \$2,000 in mantime cost, plus direct expenses such as travel costs, aerial photograph costs, and secretarial time. Our work is performed in accordance with the Terms and Conditions attached. Our schedule and cost quotations assume that specific site related information required to conduct the assessment will be available and readily accessible to Pilko & Associates.

We look forward to working with you on this assignment and in the future. Please return one signed copy of the attached Acceptance Page to me, and feel free to call me at (713) 861-1417 if you have any questions.

For PILKO & ASSOCIATES, INC.


Jim W. Tapp, Jr.

JWT:caj
Attachments

ATTACHMENTS

1. **Acceptance Page**
2. **Terms and Conditions With Fee Schedule**

PROPOSAL ACCEPTANCE
FOR
PHASE I ENVIRONMENTAL CONTAMINATION ASSESSMENT
OF
7.420 ACRE TRACT OF LAND
FORT BEND COUNTY, TEXAS

PROPOSAL DATE: December 12, 1989

For PILKO & ASSOCIATES, INC.

By:

Richard F. Smullen, Jr.

Richard F. Smullen, Jr.

Vice President & General Mgr.

Date: December 12, 1989

ACCEPTED AND AGREED:

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

By: _____

Title: _____

Date: _____

PILKO & ASSOCIATES, INC.

TERMS AND CONDITIONS

STANDARD OF CARE; SOLE AND EXCLUSIVE STANDARD BY WHICH PILKO'S PERFORMANCE IS MEASURED

Pilko will perform the Work under this Agreement as an independent contractor/consultant utilizing reasonable care and skill in accordance and consistent with customary industry standards. This standard of care is the sole and exclusive standard of care that will be applied to measure Pilko's performance of the Work. There are no other representations or warranties made by Pilko. In particular, but not by way of limitation, Pilko makes no representation or warranty that the implementation or use of the recommendations, findings, or conclusions of this report will result in compliance with applicable law or provide a perfect result. Moreover, any and all implied representations or warranties arising out of the Work are hereby expressly disclaimed and negated. **IN PARTICULAR, BUT NOT BY WAY OF LIMITATION, NO IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.**

All recommendations, findings, and conclusions made by Pilko will be made to the best of Pilko's knowledge, opinion, and belief, based upon information made available to Pilko at the time of review, and upon a variety of factors which include, but are not limited to, the following: federal, state, and local laws, rules, codes, regulations, and ordinances; market conditions; energy costs, wage rates; and political climate. A change in any of the factors upon which the review is based may adversely affect the recommendations, findings, and conclusions expressed by Pilko.

RESPONSIBILITY OF CLIENT TO PROVIDE ACCURATE AND SUFFICIENT INFORMATION

It is Client's responsibility to disclose to Pilko the existence and nature of any and all encumbrances, defects or circumstances of which the Client is, or reasonably should be, aware that may affect the value, usefulness, environmental status, or salability of the property and improvements thereon, upon which the Work is to be, or is being, performed. In addition, unless they are clearly identifiable in the field, it is Client's responsibility to disclose to Pilko the presence and accurate location of man-made objects relative to any field tests or boring locations. Client warrants the accuracy and sufficiency of the information, plans, specifications and other materials that it provides to Pilko for use in connection with Pilko performing its Work under this Agreement, irrespective of whether such information and materials are provided directly by Client to Pilko or indirectly from one of Client's other contractors.

PILKO'S WORK IS EXCLUSIVELY FOR CLIENT, AND EXCLUSIVELY FOR THE PURPOSES CONTEMPLATED BY THE PARTIES WITH RESPECT TO THIS AGREEMENT

The Work to be performed by Pilko under this Agreement is solely for the benefit of Client. This Agreement shall not be construed as creating any contractual relationship of any kind between Pilko and any third party. It is the intent of Pilko and the Client that there are no third party beneficiaries of this Agreement. The fact that the Client may enter into other agreements with third parties which provide Pilko the authority to inspect or reject work being performed by the third party shall not give rise to any duty or responsibility on the part of Pilko in favor of such third party.

The information and materials provided by Pilko to Client in connection with the Work shall be utilized by Client only for the purposes contemplated by this Agreement and shall not be provided by Client to third parties for their use.

CLIENT'S RESPONSIBILITY FOR DAMAGES TO SITE

Client will arrange and provide such access to the site as is necessary for Pilko and its subcontractors to perform the Work. While Pilko and its subcontractors shall take reasonable measures and precautions to minimize damage to the site and any

improvements located thereon as a result of their work or the use of their equipment, it is recognized and agreed that Client shall absorb the cost of all damage or alterations to the site which are required in order for Pilko and its subcontractors to perform their Work or use their equipment pursuant to this agreement. It is recognized that neither Pilko nor its subcontractors have included in their fee the cost of restoration or damage which might occur. If Client desires or requires Pilko or its subcontractors to restore the site to its former condition, upon written request Pilko or its subcontractors will perform such additional work as is necessary to do so and Client agrees to pay Pilko and its subcontractors for the cost thereof.

LIMITATIONS ON CLIENT'S RIGHTS AND REMEDIES

Pilko shall not be liable in any way for Work that is performed in accordance with the prescribed standard of care or for the failure to discover any condition that, pursuant to that standard, could not reasonably have been discovered as a result of the Work performed.

Client agrees that Pilko's liability for damage arising out of or relating to any error, omission or other professional negligence in the performance of its Work under this Agreement or otherwise will be limited to a sum not to exceed the contract price under this Agreement defined as the total man-time charges and reimbursable expenses paid to Pilko under this Agreement. Additionally, Client will look only to Pilko for satisfaction of any liability, damages, or causes of action related to or arising from the Work (or the use of the Work). In no event will Pilko's directors, officers, employees, or agents be liable to Client, or any third party, for any liabilities, losses, damages, or expenses of any nature whatsoever, whether direct or indirect, caused by or resulting from the Work (or use of the Work).

INDEMNIFICATION

Client will indemnify and hold harmless Pilko, its directors, officers, agents, contractors, and employees against any and all claims, demands or causes of action, and all costs, losses, liabilities, expenses and judgments incurred in connection therewith, including attorneys' fees and court costs (collectively referred to as the "Damages"), brought by any of Client's employees or representatives, or by any third party, based upon, in connection with, resulting from or arising out of Client's or Pilko's actions or inactions under this Agreement or Client's use of the Work, irrespective of whether such claims, demands or causes of action allege or are based in whole or in part upon the negligence or fault of Pilko, and (at the option of Pilko, its directors, officers, agents, or employees), Client shall defend Pilko from such claim, demand or cause of action; provided, however, that Client's contractual obligation of indemnification hereunder shall not extend to the consequences of Pilko's professional negligence or errors and omissions prohibited by Article 249d of the Texas Revised Civil Statutes unless and to the extent that Client has insurance covering such claim, demand or cause of action. In the event that both Client and Pilko are adjudicated at fault with respect to damage or injuries sustained by the claimant, Client shall indemnify Pilko for the portion of the damage or injuries adjudicated to have been caused by Client.

COMPLETE AGREEMENT

The signed proposal, along with its attachments, incorporates all of the previous and contemporaneous discussions, representations, understandings and agreements between the parties with respect to the subject matter of this Agreement. The terms and conditions expressed in this Agreement shall not be altered except in writing, signed by both parties.

APPLICABLE LAW

This Agreement is governed by, and will be construed in accordance with the laws of the State of Texas.

THE STATE OF TEXAS
COUNTY OF FORT BEND

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I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), acting for and on behalf of the Commissioners Court do hereby certify that the attached and foregoing is a true and correct copy of a resolution entitled:

RESOLUTION APPROVING PROPOSAL FOR PHASE I ENVIRONMENTAL ASSESSMENT OF CERTAIN LAND IN CONNECTION WITH FLOOD CONTROL IMPROVEMENTS TO FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN; AND AUTHORIZING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH ENVIRONMENTAL ASSESSMENT

adopted by said Commissioners Court at a meeting, open to the public, held on the 2 day of January, 1990, together with an excerpt from the minutes of said meeting showing the adoption thereof, as same appears of record in the official minutes of said Commissioners Court on file in my office.

I further certify that the written notice of the date, hour, place and subject of the meeting of the Commissioners Court, at which the foregoing resolution was adopted, was posted on a bulletin board located at a place convenient to the public in the County Courthouse and readily accessible to the general public at the earliest possible time, pursuant to Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 2 day of January, 1990.

DIANNE WILSON, County Clerk and
Ex-Officio Clerk of
Commissioners Court

By Dianne Wilson

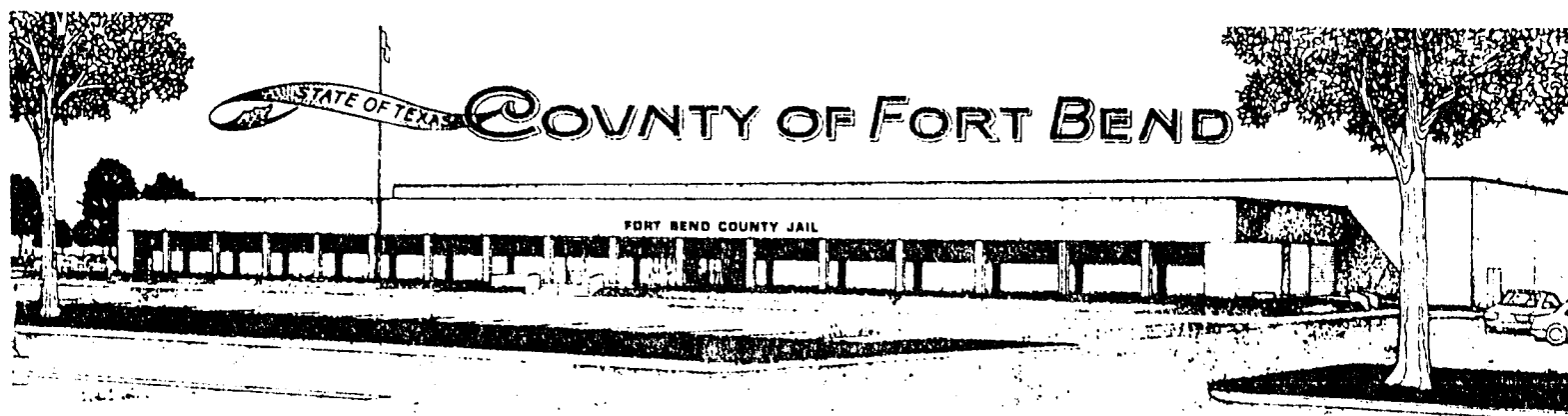
(SEAL)

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FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

BILLS TO BE PAID
December, 1989

Don L. Russell	1 at \$50.00 per meeting	\$ 50.00
Paul J. Council	2 at \$50.00 per meeting	\$ 100.00
A. J. Colbert	1 at \$50.00 per meeting	\$ 50.00
Charles F. Howard	2 at \$50.00 per meeting	\$ 100.00
Rick Zapalac	2 at \$50.00 per meeting	\$ 100.00
Lichliter/Jameson	November Invoice	\$51,812.02
Hassell Construction	Pay Estimate #3	\$43,355.25
The Bookbindery	10 Bound Transcripts	\$ 245.00
Stewart Title	Mineral Search (Herman Tract)	\$ 122.50
Stewart Title	Mineral Search (Schindler Tract)	\$ 157.50
Vinson & Elkins	Legal Fees	\$254,584.77
McBride Ratcliff Assoc.	October Invoice	\$ 740.76



GUS GEORGE, SHERIFF

December 14, 1989

Honorable Jodie E. Stavinoha, County Judge
 Commissioner R. L. O' Shieles, Precinct 1
 Commissioner Pen Denham, Precinct 2
 Commissioner Alton Pressley, Precinct 3
 Commissioner Bob Lutts, Precinct 4

Gentlemen:

I would request the following item be included on the next Commissioners' Court Agenda.

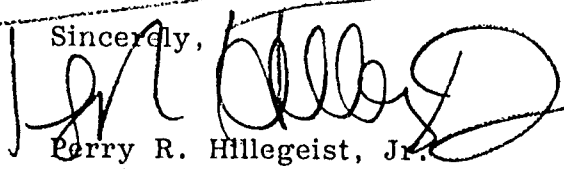
Request Commissioners' Court authorize the County Purchasing Agent, Mr. John Hammett, to advertise for bids for twenty-three (23) automobiles for the Fort Bend County Sheriff Department. Suggested specifications are attached for your approval. Funds have been approved in the 1990 Sheriff Department Budget.

This request for automobiles includes the following:

21 each Specification # 1
 2 each Specification # 2

Your favorable consideration of this request will be most appreciated.

Sincerely,


 Perry R. Hillegeist, Jr.
 Sheriff

PRH/jj

cc: Dianne Wilson, County Clerk
 Mr. John Hammett, Purchasing Agent
 Robert Grayless, County Auditor
 Mrs. Kathy Hynson, County Treasurer

SPECIFICATION # 1

FULL SIZE AUTOMOBILE, POLICE EQUIPPED

All units furnished under this specification are to be 1990 full size police models, 114 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:

BODY STYLE:	4-Door Sedan.
ENGINE:	Minimum 5.0L, V8 equipped with fuel injection.
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.
LIGHTING:	Interior dome with dual map lights, halogen headlamps, and automatic trunk lamp.
RADIO:	AM/FM.
REARVIEW MIRROR:	Left and right outside rear view remote control.
DECK RELEASE:	Remote control.

Specification # 1, Full Size Automobile, page 2

SPEEDOMETER: 0-120 minimum, divided into 2MPH increments certified for police use.

AIR CONDITIONING: Manufacturer installed manual air conditioning.

GLASS: Tinted glass complete.

WINDSHIELD WIPERS: Manufacturer installed intermittent 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 heavy duty vinyl rear seat, 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:

SPECIFICATION # 2

* All units furnished under this specification are to be 1990 special compact automobiles having a 100.5 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:

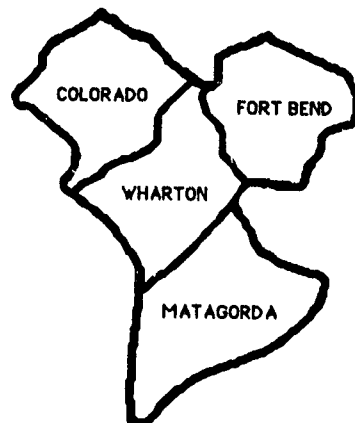
BODY STYLE:	2-Door Sedan.
ENGINE:	Minimum 302-V8 equipped with fuel injection and factory installed oil cooler.
COOLING SYSTEM:	Radiator to be heavy duty, maximum capacity offered by manufacturer. System must include shroud, slip clutch, minimum five blade fan and coolant recovery.
FUEL TANK:	Minimum 15 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 rims with high speed police certified, radial type, tubeless tires as recommended by manufacturer for intended use of vehicle.
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.
ELECTRICAL SYSTEM:	Minimum 100 amp alternator with largest capacity battery offered by manufacturer.
SPOTLIGHT:	Manufacturer installed driver side door pillar with 6" halogen bulb.
LIGHTING:	Interior dome with dual/or pivoting maplights, halogen headlamps, and automatic trunk lamp.

Specification # 2, page 2

RADIO:	AM/FM.
REARVIEW MIRROR:	Left and right outside rearview remote control.
DECK RELEASE:	Remote control.
SPEEDOMETER:	0-120 Minimum, divided into 2 MPH increments certified for police use.
AIR CONDITIONING:	Manufacturer installed manual air conditioning.
GLASS:	Tinted glass complete.
WINDSHIELD WIPERS:	Manufacturer installed intermittent with mist.
SEATS:	Heavy duty police front and rear, front to be bucket type.
INTERIOR:	Heavy duty cloth front and rear 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:	Installed prior to delivery of vehicle.

* Vehicles bid herein "intended use" is that of police related traffic control. Should this "intended use" effect warranty or advertised performance, so specify as attachment to bid.

40 1558



Riceland Regional Mental Health Authority

P.O. Box 869
3007 North Richmond Road
Wharton, TX 77488
(409) 532-3098

December 18, 1989

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

Dear Judge Stavinoha:

In an effort to assist our four (4) County Commissioners Courts to come into compliance with Senate Bill 1426, Acts of the 71st Legislature, we offer the enclosed Addendum to the original four county partnership Agreement.

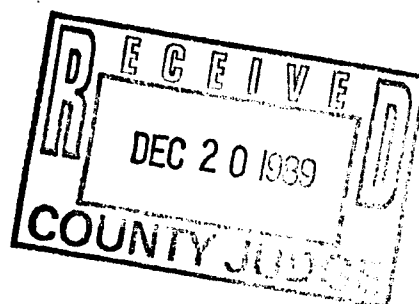
This Agreement should be adopted by each court during a regular meeting and entered into the minutes. A certified copy should be returned to Riceland for our records. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bascom".

Bascom L. Hodges
Executive Director

BLH:md
Enclosure



AGREEMENT ADDENDUM

INTRODUCTION:

An organizational combination of four (4) counties established the Riceland Regional Mental Health Authority. These counties, Colorado, Fort Bend, Matagorda and Wharton, have agreed to shared representation on the Board of Trustees. The method of sharing is described in the original partnership Agreement dated May 25, 1988. This is an Addendum to that Agreement. Each county selects and appoints an agreed number of Board members to serve a specified term of office. It is the responsibility of each County Commissioner's Court to select and appoint Board members to represent their own county; accordingly, it is their prerogative to remove Board members as well.

The Fort Bend County Commissioner's Court agrees to the following terms and conditions relative to the appointment of members to the Riceland Board of Trustees.

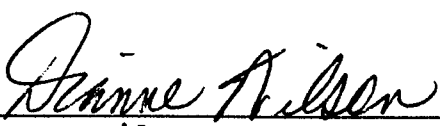
- (1) Applicants wishing to represent Fort Bend County on the Riceland Board shall apply by letter to the Fort Bend County Commissioner's Court in care of County Judges Office and shall provide the court with a resume' detailing their qualifications.
- (2) The Fort Bend County Commissioner's Court will consider the following criteria when selecting Board members:
 - a. Persons appointed to a board should have a sincere interest and a commitment to people and a desire to serve the community. The appointee should have a concern that the mental health needs of the people in the region are met by the center.
 - b. A second quality desirable in appointees is a willingness to commit time and effort in serving on a board. Before accepting an appointment to a board, a person should be made aware that in Texas the Board of Trustees of a community center is an active, working group with real responsibilities for setting policy at the center. If the person has the time or the motivation to attend only a single monthly meeting, he or she will probably only make minimal contributions to the functioning of the board.

- c. A well balanced board would be representative of many different spheres of influence in the community. A board should also have community influence. For example, they could have good working relationships with powerful or influential citizens in the region whose aid is often necessary to get needed funding or community support for center programs. Also, board members could be acknowledged leaders. It is considered an advantage if the board is sensitive to or experienced in community politics. Board members could be acknowledged leaders in local organizations who can present the center's needs to these groups and gain their backing.
 - d. Other qualities that are desirable in board members are dedication to community service, respectability in the community, personal integrity, civic-mindedness or community spirit, and a basic concern for human beings. Further, it was felt that Board members should have the ability to deal with large quantities of data and to make objective decisions based upon these facts, that they should have a desire to be well informed on issues affecting the center, and that they should be motivated to serve on a board for other than reasons of prestige or self-enhancement. Some of the board members might also be expert in law, business, and/or finance. In sum, board members should be motivated to serve the community rather than their personal needs.
- (3) The Fort Bend County Commissioners Court shall post notice of vacancy (vacancies) on the Riceland Board and invite applicants to apply no less than sixty (60) days prior to selection and appointment by the court.
- (4) Acting upon their own initiative or upon the official written request of the Riceland Board of Trustees, the Fort Bend County Commissioners Court may remove an appointee for just cause. Just cause may include but is not limited to non-participation, misconduct or failure to adequately represent the interest of the appointing body and/or the people of Fort Bend County.

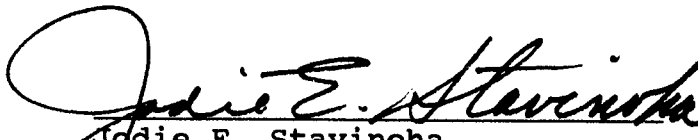
- (5) The term of this Agreement is from the date of approval by the governing bodies of Fort Bend, Wharton, Matagorda and Colorado through August 31, 1990. Neither party shall have a right to terminate this Agreement prior to August 31, 1990, and, this Agreement shall automatically continue for each state fiscal year thereafter, unless the same is specifically terminated in writing by either party at least thirty (30) days before August 31 of the respective state fiscal year.

Attest:

Fort Bend County, Texas



Dianne Wilson
County Clerk



Jodie E. Stavinoha
County Judge
Date: 1-2-90

STATE OF TEXAS §
COUNTY OF FORT BEND §

AGREEMENT

Pursuant to authority contained in the Texas Mental Health and Mental Retardation Act, Article 5547-203, Sec. 3.01 through Sec. 3.14 Vern. Tex. Civ. Stat. (hereinafter referred to as "Act"), the Fort Bend County Commissioners' Court (hereinafter referred to as "Fort Bend"), the Wharton County Commissioners' Court (hereinafter referred to as "Wharton"); the Matagorda County Commissioners' Court (hereinafter referred to as "Matagorda"); and the Colorado County Commissioners' Court (hereinafter referred to as "Colorado") agree as follows:

WHEREAS, FORT BEND has heretofore created and established the Fort Bend County Mental Health Board of Trustees, pursuant to the Texas Mental Health and Mental Retardation Act; and

WHEREAS, WHARTON, MATAGORDA AND COLORADO have entered into and become partners in the establishment of a community mental health center with FORT BEND; and,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I.

The purpose of this agreement is to establish a unified delivery system for mental health services in Fort Bend, Wharton, Matagorda and Colorado Counties which is to be characterized by a single governing body and administrative structure and to ensure the highest quality of care within the limits of the resources available.

II.

A. The governing body shall be a Mental Health Board of Trustees (hereinafter referred to as "Board") composed of nine (9) members. The decisions and actions of the Mental Health Board of Trustees shall be final, with no recourse for appeal to the appointing bodies.

B. It is further agreed that the Board configuration shall be nine (9) members appointed as follows: five (5) members appointed by Fort Bend, one (1) member appointed by Wharton, one (1) member appointed by Matagorda, one (1) member jointly appointed by Wharton and Matagorda, and one (1) member appointed by Colorado, provided however, Wharton and Matagorda may select the following alternative by specifically stating in the minutes of their respective Commissioners' Courts prior to the appointment date of the Board of Trustees, the following:

C. It is further agreed that the Board configuration shall be nine (9) members appointed as follows: five (5) members appointed by Fort Bend, one (1) member appointed by Wharton, one (1) member appointed by Matagorda, one (1) member appointed for a two (2) year term with Wharton appointing the member for the first term and Matagorda the second term with the said counties alternating the appointment each term thereafter, and one (1) member appointed by Colorado.

III.

The parties further agree to provide no less than the existing levels of services for the residents of Fort Bend, Wharton, Matagorda and Colorado Counties. The services shall include all statutorily required core services in such quantities and on a schedule agreeable with the Texas Department of Mental Health & Mental Retardation.

IV.

Fort Bend, Wharton, Matagorda and Colorado further agree to provide for the employment of no less than existing levels of personnel and agree to encourage existing state employees and consultants to continue in their respective roles with the Fort Bend, Wharton, Matagorda and Colorado mental health units. The Board of Trustees shall attempt to retain those existing state employees in the Fort Bend, Wharton, Matagorda and Colorado Outreach Centers and shall provide each of these persons with the first option for employment with the Board for the respective comparable position.

V.

It is further agreed that Fort Bend, Wharton, Matagorda and Colorado shall each provide their proportionate share of the required local matching funds for state contract support and this proportionate share shall be based upon each county's respective population expressed as a percentage of the total population of the service area. The respective population shall be those figures used by the Texas Department of Mental Health & Mental Retardation. Local matching funds may include fair rental value of office space provided, utility/phone service provided and client or third party payments for services.

VI.

The term of this agreement is from the date of approval by the governing bodies of Fort Bend, Wharton, Matagorda and Colorado through August 31, 1989. Neither party shall have a right to terminate this agreement prior to August 31, 1989, and, this agreement shall automatically continue for each state fiscal year thereafter, unless the same is specifically terminated in

writing by either party at least thirty (30) days before August 31 of the respective state fiscal year.

FORT BEND COUNTY, TEXAS

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

Judge E. Stavinoha
County Judge

Date: 5/25/88

WHARTON COUNTY, TEXAS

ATTEST:

Delfin Marek
Delfin Marek, County Clerk
By: Anne M. Ralph, Deputy

I. J. Irvin, Jr.
County Judge

Date: 5/16/88

MATAGORDA COUNTY, TEXAS

ATTEST:

Sarah Vaughn
Sarah Vaughn, County Clerk



Burt O'Connell
Burt O'Connell
County Judge

Date: 5-17-88

COLORADO COUNTY, TEXAS

ATTEST:

Darlene Hayek
Darlene Hayek, County Clerk

Lester J. Cranek
Lester J. Cranek, Ph. D.
County Judge

Date: 5/7/88

TEXAS ASSOCIATION OF COUNTIES/2

AGENDA ITEM

P.O. Box 2131, Austin, Texas 78768

1204 San Antonio (512) 478-8753



Sam D. Seale, Executive Director

40 1566

November 30, 1989

Hon. Jody E. Stavino
Fort Bend County Judge
P. O. Box 368
Richmond, TX 77469

Dear Judge Stavino:

The Texas Association of Counties is happy to announce that we will not require a dues increase for 1990.

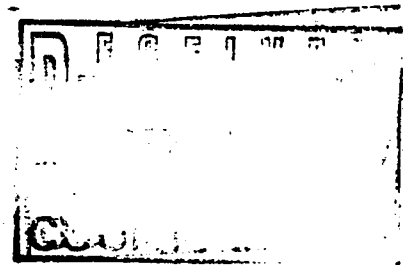
It has been nine years since a restructure of the dues process was made, and I am pleased that we have been able to enhance our services to you without additional dues.

Your county is a valued member of the Texas Association of Counties and we sincerely hope that we have served you well during the last year.

Your 1990 dues will be \$2,440.00. Please remit payment by Jan. 31, 1990. Thank you for your support.

Yours very truly,

Sam D. Seale
Executive Director



13. CONSIDER REQUEST FOR EXTENDED SICK LEAVE FOR PCT. 4 EMPLOYEE:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to extend 12 additional sick days for David Koehne, Precinct #4 employee. (Recorded in minutes in full)

14. CONSIDER TRANSFER OF PAVING BONDS FROM THE COUNTY TO CITY OF SUGAR LAND FOR LEXINGTON BLVD. & ENGLEWOOD DR., PCT. 4; AND RECORD ANNEXATION OF M.U.D. #16 BY CITY OF SUGAR LAND EFFECTIVE 1-1-90:

Consider transfer of paving bonds from the County to City of Sugar Land for Lexington Blvd. & Englewood Dr., Pct. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize District Attorney, Civil division to take all necessary action to transfer road bonds on Lexington Blvd. and Englewood Drive from County to City of Sugar Land.

Record annexation of M.U.D. #16 by City of Sugar Land:

Record annexation of M.U.D. #16 by City of Sugar Land.

15. CONSIDER APPROVING AGREEMENTS FOR HAULING WASTE TO LANDFILL(S) OUTSIDE FORT BEND COUNTY:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve agreements for hauling waste to landfill with City of Alvin. (Recorded in minutes in full)

16. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH THE FOLLOWING ENTITIES: CITIES OF ROSENBERG & PLEAK, PCT. 1; CITY OF KENDLETON & KENDLETON I.S.D. PCT. 2; CITIES OF KATY, MISSOURI CITY, SUGAR LAND & STAFFORD AND FORT BEND I.S.D., PCT. 3:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve interlocal agreements with Cities of Rosenberg & Pleak, Pct. 1; City of Kendleton & Kendleton I.S.D., Pct. 2; Cities of Katy, Missouri City, Sugar Land & Stafford and Fort Bend I.S.D., Pct. 3.

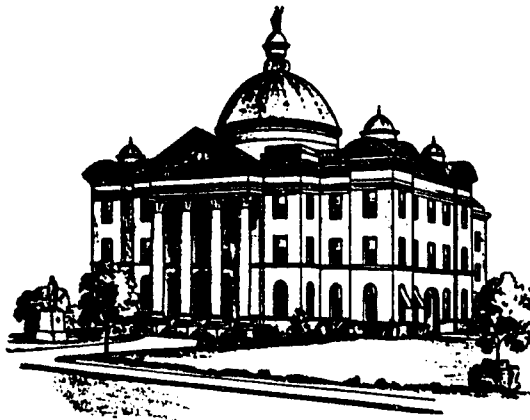
17. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS FOR THE HOUSING OF JUVENILES WITH THE FOLLOWING COUNTIES: COLORADO, GONZALES & LAVACA:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve interlocal agreements for the housing of juveniles with Colorado, Gonzales & Lavaca Counties at \$55 per day.

18. CONSIDER APPROVING RENEWAL OF AFFILIATION AGREEMENT WITH WHARTON COUNTY JUNIOR COLLEGE AND INTERLOCAL AGREEMENT WITH CITY OF WHARTON FOR MUTUAL AID SERVICES FOR E.M.S.:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to renew affiliation agreement with Wharton County Junior College and interlocal agreement with City of Wharton for mutual aid services for E.M.S.

OFFICE OF
BOB LUTTS
COMMISSIONER
PRECINCT 4



P. O. BOX 187
FULSHEAR, TEXAS 77441
(713) 346-1432

STATE OF TEXAS
COUNTY OF FORT BEND

December 22, 1989

Mr. Richard Selleh
Personnel Director
Fort Bend County

Re: Request for Extended Sick Leave
For David Koehne, Precinct #4

Dear Richard,

I am requesting extended sick leave for David Koehne. He has been a valuable employee with Precinct #4 since February 13, 1984.

Due to a previous illness and major surgery, please see attached letter, he will totally use all accumulated sick and vacation time as of December 28, 1989.

According to the guidelines of the Fort Bend County David Koehne is qualified to receive 12 days of additional sick leave.

I would appreciate your consideration in this matter. If I can be of any assistance in this matter, please feel free to call me.

Sincerely yours,


Bob Lutts

BL/sk

ASSIGNMENT OF BONDS AND LETTERS OF CREDIT FOR
STREETS AND IMPROVEMENTS LOCATED WITHIN
MUNICIPAL UTILITY DISTRICT NO. 16

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

WHEREAS, FORT BEND COUNTY, TEXAS, (hereinafter referred to as "County") has bonds and letters of credit for streets and improvements located within Municipal Utility District No. 16 that have not been accepted by the County; and,

WHEREAS, the City of Sugar Land, Texas (hereinafter referred to as "City") has annexed and assumed responsibility for the area containing the streets and improvements located within Municipal Utility District No. 16; and,

WHEREAS, the City wishes to assume all responsibility for the streets and improvements located within Municipal Utility District No. 16; and,

WHEREAS, Fort Bend County Commissioners' Court, in regular session on January 2, 1990, did authorize the transfer of these bonds and letters of credit for said streets and improvements to the City;

NOW THEREFORE, IN CONSIDERATION of the mutual understanding and agreement set forth, Fort Bend County, in exchange for the City of Sugar Land assuming full responsibility for the streets

and improvements located within Municipal Utility District No. 16 hereby assigns to the City of Sugar Land all of its right, title, and interest in and to the following described instruments, a copy of each of which is attached to this assignment:

1. Bond Number 8734005 issued by Fidelity and Deposit Company of Maryland on behalf of Lexington Development Company in the amount of ONE HUNDRED TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$128,280.00) dated June 3, 1987 for Oyster Point, Sections One, Two and Three.

2. Bond Number B-393568 issued by The Canadian Indemnity Company of Canada on behalf of Oyster Creek Development Company in the amount of THIRTY-ONE THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$31,650.00) dated February 16, 1983 for Creekshire, Section Two.

3. Bond Number B-393863 issued by The Canadian Indemnity Company of Canada on behalf of Oyster Creek Development Company in the amount of FORTY-ONE THOUSAND ONE HUNDRED SIXTY AND NO/100 DOLLARS (\$41,160.00) dated December 28, 1982 for Creekshire, Section Three.

4. Bond Number 524-69-23 issued by National Surety Corporation of Illinois on behalf of Sugar Land Properties Incorporated in the amount of ONE HUNDRED TWENTY-FOUR THOUSAND TWO HUNDRED FORTY-ONE AND 50/100 DOLLARS (\$124,241.50) dated February 12, 1985 for Old Mill Park.

5. Letter of Credit Number I-404528 issued by Texas Commerce Bank on behalf of Sugar Land Properties Incorporated in the amount of SEVENTEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$17,900.00) dated May 19, 1989 for Old Mill Retail Park Commercial Reserve, Sections A, B, B-1 AND E.

6. Letter of Credit Number I-116221 issued by Texas Commerce Bank in the amount of THIRTY-ONE THOUSAND SEVENTY-TWO AND NO/100 DOLLARS (\$31,072.00) dated December 8, 1989 for Old Mill Retail Park Commercial Reserve, Sections C, D, F AND G.

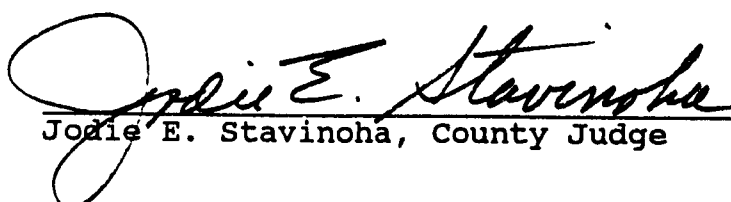
7. Bond Number 618-2299 issued by Fidelity and Deposit Company of Maryland on behalf of Lexington Development Company in the amount of FOUR HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-TWO AND 15/100 DOLLARS (\$427,772.15) dated September 8, 1988 for Lakes of Edgewater, Section One.

8. Bond Number B-394914 issued by The Canadian Indemnity Company of Canada on behalf of Lexington Development Company in the amount of ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$192,500.00) dated March 15, 1985 for Edgewater Blvd.

9. Bond Number B-394915 issued by The Canadian Indemnity Company of Canada on behalf of Lexington Development Corporation in the amount of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) dated March 15, 1985 for Colonists Park.

IN WITNESS WHEREOF I have hereunto set my hand this 2
of January, 1990.

FORT BEND COUNTY, TEXAS


Jodie E. Stavinoha, County Judge

ATTEST:


Dianne Wilson, County Clerk

Agenda 12-2-90



AGENDA ITEM

RECEIVED DEC 20 1989

40 1572

LEE DUGGAN, Mayor
GAYDELLE M. LANG, Council Member District One
NORMAN L. PRASATIK, Council Member District Two
JAMES R. DAVIDSON, Council Member District Three
DAVID E. NEELEY, City Manager

DAVID B. BLOMSTROM, Council Member At Large
WILLIAM L. QUINTANILLA, Council Member At Large
ROY L. CORDES, JR., Council Member At Large
GLENDA GUNDERMANN, C.M.C., City Secretary

City of Sugar Land

200 MATLAGE WAY
P.O. BOX 110
SUGAR LAND, TEXAS 77487-0110

December 18, 1989

(713) 242-3170
Fax: (713) 242-9121

Commissioner Bob Lutts
Fort Bend County Precinct No. 4
P. O. Box 187
Fulshear, Texas 77441

RE: City of Sugar Land Pavement Acceptance in
Fort Bend County Municipal Utility District No. 16

Dear Commissioner Lutts:

During the past two weeks, the City of Sugar Land staff has been meeting with Fort Bend County representatives to gather information on the status of the streets within Fort Bend County Municipal Utility District No. 16 (FBC MUD 16). The Fort Bend County representatives were responsive in providing the necessary documentation.

There are several streets in FBC MUD 16 that Precinct 4 has not accepted. The owners of these streets have posted pavement bonds in the County's name pending County acceptance. A list of these bonds is as follows:

1. Lexington Boulevard
2. Englewood Drive

Contingent upon City Council approval, as of January 1, 1990, FBC MUD 16 will become the City's responsibility; therefore, it is necessary to transfer these pavement bonds from Fort Bend County to the City of Sugar Land. Please maintain the bonds and request the owners to transfer the bonds to the City of Sugar Land. Your support is appreciated. Should you have any questions, call me or Ms. Debbie Peña at 242-3176.

Cordially,

Lee Duggan
Mayor

LD:DDP:ss

0031L.RWS

Agenda 12-2-90

#14

LEE DUGGAN, Mayor
GAYDELLE M. LANG, Council Member District One
NORMAN L. PRASATIK, Council Member District Two
JAMES R. DAVIDSON, Council Member District Three
DAVID E. NEELEY, City Manager



City of Sugar Land

200 MATLAGE WAY
P.O. BOX 110
SUGAR LAND, TEXAS 77487-0110

RECEIVED DEC 18 1989

40 1573

DAVID B. BLOMSTROM, Council Member At Large
WILLIAM L. QUINTANILLA, Council Member At Large
ROY L. CORDES, JR., Council Member At Large
GLENDA GUNDERMANN, C.M.C., City Secretary

December 18, 1989

(713) 242-3170
Fax: (713) 242-9121

Commissioner Bob Lutts
Fort Bend County Precinct No. 4
P. O. Box 187
Fulshear, Texas 77441

RE: City of Sugar Land Pavement Acceptance in
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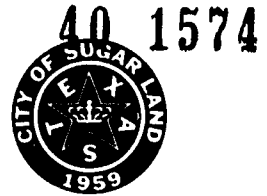
Cordially,

Lee Duggan
Mayor

LD:DDP:ss

0031L.RWS

City of Sugar Land



City Manager's Office
Post Office Box 110
Sugar Land, Texas 77487-0110
Telephone (713) 242-5394

August 31, 1989

The Honorable Jodie Stavinoha
Judge, Fort Bend County
P. O. Box 368
Richmond, Texas 77469

Re: Annexation of M.U.D. #16

Dear Judge Stavinoha:


As you are probably already aware, the Sugar Land City Council recently voted to annex a portion of its extraterritorial jurisdiction this year. **The annexation will include all of M.U.D. #16 and is planned to become effective in late December of 1989.**

While the public hearing and annexation ordinance process is forthcoming, it is the City's intention to provide services to the newly annexed area effective January 1, 1990. All basic services being provided to current residents of Sugar Land will be provided to the residents of M.U.D. #16, including but not limited to police and fire protection and public works functions (street maintenance/utility operation).

For your information, **I am providing a copy of the Annexation Management Study completed earlier this year by City staff. We will continue to keep the County apprised of annexation developments as we understand its impact upon County operations.**

Please contact me if you have any questions or concerns regarding either the Annexation Management Study or Sugar Land's plan for annexation.

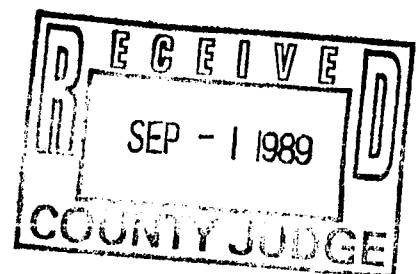
Respectfully,


David E. Neeley
City Manager

Enclosures

L0119

cc: Commissioner R. L. O'Shieles, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commissioner Bob Lutts, Precinct #4
Mr. Gus George, County Sheriff
Mr. Ron Drachenberg, County Engineer



City of Sugar Land, Texas

SERVICE PLAN
FOR
A TRACT OF LAND LOCATED IN THE VICINITY OF
THE INTERSECTION OF WILLIAMS TRACE BOULEVARD AND STATE HIGHWAY 6
IN FORT BEND COUNTY, TEXAS

AS PER ORIGINAL

I. INTRODUCTION

This Service Plan ("Plan") is made by the City of Sugar Land, Texas ("City") pursuant to Section 43.056 of the Texas Local Government Code. This Plan relates to the annexation by the City of a tract of land ("Tract") located in the vicinity of the intersection of Williams Trace Boulevard and State Highway 6 in Fort Bend County, Texas. The Tract is described by metes and bounds in "Exhibit B", which is attached to this Plan and to the annexation ordinance of which this Plan is a part.

II. TERM: EFFECTIVE DATE

This Plan shall be in effect for a term of ten (10) years commencing on the effective date of the annexation of the Tract. Renewal of this Plan shall be at the sole option of the City. Such option may be exercised by the adoption of an ordinance by the City Council which refers to this Plan and specifically renews this Plan for a stated period of time.

III. SERVICE PROGRAMS

- A. In General. This Plan includes two service programs: (i) the Operations and Maintenance Program, described below, and (ii) a Capital Improvement Program, described below.
- B. Scope and Quality of Services. Services under this Plan shall equal or exceed the number of services and the level of services in existence in the Tract immediately preceding annexation or which are otherwise available in other areas of the City with land uses and population densities similar to those reasonably contemplated or projected in the Tract. However, it is not the intent of this Plan to require that a uniform level of services be provided to all areas of the City (including the

Tract) where differing characteristics of topography, land utilization and population density are considered as a sufficient basis for providing differing service levels. It is not the intent of this Plan to require a landowner in the Tract to fund any capital improvements that may be necessary to provide services in a manner inconsistent with the requirements of TEX.REV.CIV.STAT.ANN. Article 1269j-4.11.

C. Definitions.

1. As used in this Plan, providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services, in whole or in part.
2. As used in this Plan, the phrase "standard policies and procedures" means those policies and procedures of the City applicable to a particular service which are in effect either at the time that the service is requested or at the time that the service is made available or provided. The policies and procedures may require that fees or charges be paid, and that they may include eligibility requirements and similar provisions.

D. Operations and Maintenance Program.

1. Statutory Services. The statutory services will be provided to the Tract within sixty (60) days after the effective date of this Plan, except as otherwise indicated. The statutory services are as follows:
 - a. Police Protection. The Police Department of the City will provide police protection and law enforcement in the Tract with an effort in staffing and beat realignment to maintain response times. These services include Police Patrol, Criminal Investigation,

Technical Support and Contractual Services. Patrol activities will include, but not be limited to, preventive patrol, response calls to service and traffic enforcement. The City will participate in a cost-share arrangement with Fort Bend Independent School District in providing school crossing guards in the Tract. Crime prevention programs, such as home inspections, neighborhood watch and business security inspections, will also be extended into the Tract.

- b. Fire Protection. The Fire Department of the City will provide fire protection in the Tract with an effort in staffing and equipment to maintain response times. In case of a structural fire, the Department can respond under normal circumstances with up to one (1) aerial truck, three (3) pumper trucks, and an assistant chief, as appropriate. When necessary, additional equipment and personnel may be dispatched from neighboring jurisdictions pursuant to existing mutual aid agreements. Equipment will also be available for rescue services.
- c. Solid Waste Collection. Residential collection services will be provided by a private contractor through an agreement executed with the City. White goods, bundled and unbundled trash will be collected once per week. Non-residential service and future residential service will be governed by standard policies and procedures.
- d. Maintenance of Water and Wastewater Facilities. Those water and wastewater facilities included in the Capital Improvement Program, below, will be maintained by the Department of Public

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Works or by a private contractor through an agreement executed with the City. Should any extensions of such facilities be made within the Tract, normal maintenance services will be provided, including biannual inspection and cleaning. Line failures and stoppages will be responded to on a 24-hour, 7-day basis. Monitoring and pretreatment programs will be initiated as appropriate. System flushing and inspection and maintenance of fire hydrants will be performed on a regularly scheduled basis. Water meters located in the Tract will be included in the City's meter change-out program.

- e. Maintenance of Roads and Streets (including lighting). The Department of Public Works will provide maintenance of roads, streets, sidewalks and bridges over which the City will have jurisdiction, will provide services relating to traffic control devices (except those under the State's jurisdiction) and will provide street lighting for such roads and streets through Houston Lighting and Power Company, as needed and according to standard operating procedures. Special street finishes will be repaired using standard street materials or at the developer's expense. Traffic signs will be inventoried and replaced where substandard.
- f. Maintenance of Parks, Playgrounds and Swimming Pools. The City owns a five (5) acre park in the Tract, which is located adjacent to Highlands Elementary School, and the Public Works Department will continue maintenance of the park.
- g. Maintenance of Any Other Publicly-owned Facility, Building or Service. Maintenance of drainage facilities in the Tract will

continue to be provided by Fort Bend County Levee Improvement District No. 2. Those other facilities included in the Capital Improvement Program, below, will be maintained by the Department of Public Works, as needed. Should any such facilities, buildings or services be constructed or located by the City within the Tract, an appropriate City department will provide maintenance services for them.

2. Additional Services. Certain services, in addition to the statutory services, will be provided within the Tract to the same extent they are provided to similar territories elsewhere in the City. These are as follows:

- a. Health services in accordance with standard policies and procedures.
- b. Mosquito control shall be provided as elsewhere in the City.
- c. Right-of-way mowing and tree-trimming shall be provided as elsewhere in the City.
- d. Emergency medical technician services shall be provided by the Fire Department as provided elsewhere in the City.
- e. Fire prevention and investigation services will be provided by the City.
- f. Code enforcement, including the building, electrical, plumbing and mechanical codes, for new building construction will be provided.
- g. Animal control services, including catching, impounding, relocating and disposing of animals, will be provided.

E. Capital Improvement Program. The City will initiate the construction or acquisition of capital improvements necessary for providing municipal services

for the Tract. Those improvements which are necessary are indicated below, and any necessary construction or acquisition shall begin within two and one-half years of the effective date of the annexation and shall be substantially completed within four and one-half years of the effective date of the annexation, except as otherwise indicated. The construction of the capital improvements required herein shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices.

1. Police Protection. Police protection for the Tract can be provided by using existing capital improvements. The Police Department is located at 123 Brooks Street. Additional capital improvements are not necessary at this time to provide police protection to the Tract. However, the Tract will be included with other territory in connection with planning for new, revised or expanded police facilities.
2. Fire Protection. Fire protection for the Tract will initially be provided by using existing capital improvements. The closest existing fire stations are Fire Station No. 1, located at 200 Matlage Way, and Fire Station No. 2, located at 1040 Industrial Road. Additional capital improvements are necessary to provide adequate fire protection to the Tract and will be acquired and constructed in accordance with the standards described elsewhere herein.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract, as described in the Operations and Maintenance Program. However, the Tract will be included with other territory in connection with planning for new, revised or expanded solid waste facilities.

4. Water and Wastewater Facilities. The Tract is included in the Fort Bend County Municipal Utility District No. 13 (FBC MUD 13) service area. Future extensions and connections will be governed by an existing contract with FBC MUD 13 and policies and procedures related thereto.
5. Roads and Streets (including lighting). In general, the City will acquire dominion, control and jurisdiction in, over and under public roads, streets, bridges and sidewalks within the Tract upon annexation, pursuant to the Texas Local Government Code and similar provisions and subject to the jurisdictions of other governmental entities. Additional roads, streets or related facilities are not necessary at this time to serve the Tract. Future extensions of roads or streets and future installation of related facilities such as traffic control devices or street lights will be governed by standard policies and procedures. The Tract will be included with other territory in connection with planning for new, revised, widened or enlarged roads, streets or related facilities.
6. Parks, Playgrounds and Swimming Pools. These services can be provided by using existing capital improvements. Additional capital improvements are not necessary at this time to provide such services to the Tract. However, the Tract will be included with other territory in connection with the master planning for new parks or improved facilities at existing parks, playgrounds and swimming pools.
7. Other Publicly-Owned Facilities, Buildings or Services; Additional Services. Drainage facilities have been provided and will continue to be maintained by Fort Bend County Levee Improvement District No. 2. In general, other City functions and services and the additional services described above, can be provided for the Tract by using existing capital

improvements. Additional capital improvements are not necessary to provide them. However, the Tract will be included with other territory in connection with planning for new, revised or expanded facilities, functions and services, including the additional services described above.

IV. OTHER OBLIGATIONS

In accordance with applicable state law, the City will assume the debts and obligations and take over the assets of Fort Bend County Municipal Utility District No. 16.

V. AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes. This Plan is subject to, and shall be interpreted in accordance with the Texas Local Government Code, the Constitution and laws of the federal government of the United States of America and the State of Texas, and the orders, rules and regulations of governmental bodies and officers having jurisdiction.

VI. FORCE MAJEURE

Should a force majeure interrupt the services described herein, the City shall resume services under this Plan within a reasonable time after the cessation of the force majeure. "Force majeure", for the purposes of this Plan, shall include, but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government, explosions, collisions and any other inability of the City, whether similar to those enumerated or otherwise, which is not within control of the City.

VII. ENTIRE PLAN

This document contains the entire and integrated service plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements whether written or oral.

EXECUTIVE SUMMARY

The City Council of the City of Sugar Land has identified the need for a management study of impact of annexation of areas within the City's extraterritorial jurisdiction (ETJ) and the dissolution of municipal utility districts within the City's limits. Based on this established need, city staff analyzed four Municipal Utility Districts (MUDs) within the First Colony area, as well as the five in-city districts. The study process included developing a policy for annexation, reviewing previous annexations, assessing existing needs of the City, reviewing legal issues, performing demographic investigations and analyzing fiscal impact.

The annexation policy which was developed includes expansion of Sugar Land's corporate limits, as well as the desire to provide leadership in the development of the City, while maintaining the quality of life that currently exists. This policy addresses meeting both the City's long term and short term goals. The policy further provides a guideline for the annual review of the annexation management study as a guide to the logical extension of City services to annexed areas.

In the past, the City has annexed vacant property, populated areas and strips of land. The strip annexations included a strip down State Highway 6 (SH 6), a strip around most of First Colony, a strip south along the Houston Lighting & Power (HL&P) fee strip to Thompson Highway and a strip along US 59 to Crabb River Road. Populated annexations have included the petitioned annexation of Fort Bend County Water Control and Improvement District No. 4 (WCID 4), the Covington area, and the City of Cities MUD. During Sugar Land's history, there have been miscellaneous disannexations to allow various MUDs to be created within the City's ETJ.

It is desirable to evaluate the needs of the existing City. Municipal facilities, including Police and Courts, City Hall and expansion of the Public Works maintenance facilities, are necessary to meet existing City demands. Phasing plans for utilities, thoroughfares, facilities, and parks are currently in various stages of completion. Based on these phasing plans, a comprehensive Capital Improvements Program will be developed to meet the current demands for City services.

Sugar Land, a home rule city, can unilaterally annex territory into the City, but must comply with the City Charter and state and federal laws. Sugar Land's City Charter imposes no significant restrictions on annexation procedures as the Charter is simply a product of state regulations. State law, however, must be closely observed as annexation

procedures and restrictions have been established. State regulations are presented for concerns such as annexation area limitations, annexation proceedings, service plan requirements and rules for dissolution of utility districts, which must be followed when annexation occurs. Although federal law is limited to the Voting Rights Act of 1965, the Act can significantly impact the annexation process.

The current in-city population is 17,762 and is expected to continue to grow at a rate of three percent per year, excluding annexations. The existing ethnicity of the City, 84.7 percent White, 3.9 percent Asian, 7.2 percent Hispanic and 4.2 percent Black, will be the baseline for measuring future annexations with regards to the Voting Rights Act.

A Fiscal Analysis is performed on each of the study areas using the Sugar Land Fiscal Impact System (SLFIS). Anticipated revenues and expenditures are projected based on the current cost of services and existing facilities. The SLFIS input is structured to realistically represent the area being considered. Four MUDs in First Colony, Fort Bend County Municipal Utility District No. 16 (FBC MUD 16), Fort Bend County Municipal Utility District No. 12 (FBC MUD 12), First Colony Municipal Utility District No. 8 (FC MUD 8), and First Colony Municipal Utility District No. 1 (FC MUD 1), are studied in the report. The five in-city Municipal Utility Districts are also analyzed.

FBC MUD 16 consists of approximately 828 acres with a population of 5,191. The area is 88 percent built out and the infrastructure is in place, except in the Lost Creek area. The minority ethnicity of this area is 5 percent Hispanic and 5 percent Black, while the combined White and Asian population is 89 percent. The district has an existing tax rate of \$0.70 per \$100 valuation. This district is a desirable area for annexation because of its geographic location, adjoining the south side of Sugar Creek along Oyster Creek.

FBC MUD 12 is approximately 1,064 acres and is currently inhabited by approximately 8,489 people. The area is approximately 95.7 percent built out. The minority ethnicity of this area is 6 percent Hispanic and 6 percent Black, while the combined White and Asian population is 87 percent. The district currently levies a tax of \$0.50 per \$100 valuation. This area is fiscally the best candidate for annexation. However, FBC MUD 12 does not adjoin the City. Therefore, other areas outside the City must be annexed to enable the annexation of MUD 12.

FC MUD 1 has an area of approximately 430 acres and a population of 4,560. The area is predominately residential and is contiguous with both the City and FBC MUD 12. The district is approximately 98.4 percent built out. The minority ethnicity of this area is 6

percent Hispanic and 8 percent Black, while the combined White and Asian population is 87 percent. The district currently levies a tax of \$1.05 per \$100 valuation.

FC MUD 8 was analyzed because this area adjoins the southern edge of the existing corporate limits at Riverbend Country Club. At 11 percent developed, the fiscal analysis for the area looks favorable, but development of the district could be stymied if annexation would occur prior to development.

As currently foreseen the annexation process would begin with the annexation of FBC MUD 16, followed by FBC MUD 12 and FC MUD 1 in subsequent years. This scenario should allow for the logical expansion of the City and associated services.

The Annexation Management Study recommends that the Mayor and City Council of the City of Sugar Land continue the leadership role for the City and for the area within its ETJ. The annexation policy included in this study identifies the goal to expand the corporate limits of Sugar Land by analyzing the areas within the ETJ and deriving a management plan that should benefit all citizens.

INTRODUCTION

Annexation is the process by which a city expands its corporate limits, its services and often its population. The purpose of this study is to provide the City Council of the City of Sugar Land with a preliminary analysis of the potential areas of annexation in the extraterritorial jurisdiction (ETJ). The following study includes an annexation policy for the city, assessments of current City needs, discussion of the legal requirements, demographic analyses, and analyses of the fiscal impacts of annexation and dissolution of the in-city MUDs. A review of previous annexations is included to provide historical perspective.

The City Council has long recognized that the expansion of the City into the ETJ through annexation presents a number of complex issues. In order to evaluate the issues and the overall impacts of future growth, the City Council directed the staff to request proposals from consulting firms to prepare a comprehensive study of annexation, dissolution of in-city MUDs and potential impacts. The proposals were to include the fiscal analyses of all the MUDs in the City, the ETJ, and other potential areas of annexation.

In March 1988, the City received proposals from a number of consulting firms. A committee of staff members reviewed each proposal, considering the experience, qualifications, and methodology of each firm, as well as cost and staff involvement. After interviewing three firms, the committee came to the conclusion that no one firm addressed all the specific requirements of the City. It became apparent that no one understood the City's needs as well as the City's own staff. The project evolved into a staff generated study using a fiscal impact analysis computer model developed by the City's consultant. The consultant also assisted the staff in policy development as well as support for the computer model.

A Staff Annexation Committee (SAC) was formed to perform the study. The committee includes the City Attorney, Director of Finance, Director of Public Works, Police Chief, Capital Projects Coordinator, and the City Planner. Research by both the SAC and consulting firm found very little published information on comprehensive annexation studies in Texas. The SAC worked to develop annexation policies that reflected the position of the City Council. Other tasks included researching and gathering data for the potential areas of annexation, generating the fiscal impact analyses using the computer model, assessing the legal considerations and collecting demographic data.

The mayor appointed two council members and himself to serve on a Council Committee for Annexation. This committee serves as a liaison between the SAC and the full City Council. The activities of this committee include reviewing the policy issues, advising the SAC, and reviewing the draft of the annexation study before submittal to the full Council.

For this study, data was collected and analyzed for FBC MUD 16, FBC MUD 12, FC MUD 1, and FC MUD 8. These districts were selected for the study because they are either contiguous with the corporate limits, substantially developed -- or both, and it is perceived that these areas will have a long term benefit to the City. The districts are shown in Exhibit A, found in the back of this study. In considering the fiscal impacts of the dissolution of the in-city MUDs the following districts were reviewed: Fort Bend County Municipal Utility District 21 (FBC MUD 21), Fort Bend County Municipal Utility District 27 (FBC MUD 27), Fort Bend County Municipal Utility District 28 (FBC MUD 28), First Colony Municipal Utility District 7 (FC MUD 7) and Eldridge Road Municipal Utility District (ER MUD).

While this study focuses on numerous facts related to annexation, including evaluating the process of in-city MUD dissolution, it also examines possible methods to fund the capital projects required for the City while moving toward annexation. The following section summarizes all factors that have been recognized as important components to the annexation process.

ANNEXATION POLICY

The following is a compilation of issues that should be addressed when considering any annexation. While they cover a broad spectrum and are general in nature, the intent is to identify those issues that will impact the City, long and short term. For that reason, no attempt has been made to prioritize the importance of individual issues, but rather to emphasize that each may be a common denominator to annexation.

I. EXPAND THE CORPORATE LIMITS OF THE CITY.

- A. Provide public information and the opportunity for public input regarding annexations to all residents.
- B. Provide for efficient extension of public services.
- C. The City staff should analyze the potential areas for annexation and prepare an annexation management study which includes the following:
 - 1. Detailed description of the areas.
 - 2. Demographic analysis.
 - 3. Fiscal analysis.
 - 4. Consideration of social impact of the annexation.
 - 5. Formal review process for consideration of all annexations.
 - 6. Prioritize annexations and report the findings to City Council for consideration.
 - 7. Analysis of in-city MUDs.
- D. Meet all requirements of federal and state law regarding annexations.
- E. Consider long term impact of annexation in addition to short term impacts.
- F. Priority should be given to annexation of areas that are:
 - 1. Substantially developed.
 - 2. Surrounded by the City.
 - 3. Adjoining the City core area.

II. PROVIDE LEADERSHIP IN THE DEVELOPMENT OF THE CITY.

- A. Coordinate with the existing developers, homeowner associations, MUDs and Levee Improvement Districts (LIDs) to focus on the overall City goals.
- B. Emphasize relations with citizens, present and future, through communication of the overall goals of the City.
- C. Implementation of a comprehensive planning program.
- D. Annual review of the annexation management study.

III. MAINTAIN THE QUALITY OF LIFE.

- A. Annex areas to provide controls for compatible land uses and code enforcement.
- B. Annex areas to improve public services.

BACKGROUND

The City of Sugar Land was originally incorporated on December 29, 1959, as a 2,265 acre city generally covering the Brookside/Belknap, Mayfield, Hill, Venetian Estates, Alkire Lake and Sugar Lakes areas. The first addition to the City occurred by annexation in May 1960. Through a series of annexations and disannexations described below, the City has grown to the current size of approximately 7,173 acres.

In May and June of 1960, the City annexed approximately 1,385 acres in the vicinity of existing Sugar Mill and the Sugarland Business Park. These annexations included property that was owned by Sugarland Industries, but that was not originally included in the incorporation of the City. During the latter portion of 1960, the City completed strip annexations along SH 6 south from Brooks Street to Oilfield Road. Then, in early 1961, a loop around property north of SH 6 and south of the City was completed by annexing north from the most southerly point of the SH 6 strip annexation along Oilfield Road, Oyster Creek and a portion of the HL&P fee strip. From 1961 to 1967, there were no additional annexations.

Beginning in February 1967 and continuing through December 1969, the City annexed a 100-foot wide strip around the First Colony area. The strip annexations were completed at increments of one-half mile in length, which was the limit of the City's ETJ at that time. The City completed ten annexations beginning at the existing Memorial Hospital tract on the west and Oilfield Road at SH 6 on the east. The ten annexations were each composed of two tracts, each approximately one-half mile long, and when completed, the strip joined on the south levee, thus creating the existing loop around First Colony. From December 1969 to December 1978, the City did not expand the corporate limits.

In December 1978, the Fort Bend County Water Control and Improvement District #4 (WCID 4) area, including Covington Woods, Greenbriar, Covington West, Imperial Woods and Ragus Lakes subdivisions, was annexed by the City. The residents petitioned for annexation into the City. The resulting annexation of WCID 4 increased the City by approximately 580 acres and added 4,000 to 5,000 people to the City population. From approximately April 1978 to the annexation in December 1978, the City reviewed the issues and completed the annexation.

The City recognized that the WCID 4 annexation would enlarge the City's population to allow the City to become a "home rule" city; thus, allowing the City to adopt its own charter and thereby being able to control the rapid growth occurring at that time. The City studied the pros and cons of the annexation and recognized that "the annexation is

essential to keep Sugar Land growing and prosperous with as much of a future as it has a past". Additionally, the City realized that the MUD developments were affecting costs to the City, and that by expanding the tax base through annexation, those costs could be better distributed.

The City recognized that increased development in the WCID 4 area put additional demands on "park and recreation facility use, police and fire calls, traffic congestion and general administration". The consensus on the WCID 4 annexation, including the fiscal analysis, was that the annexation of the WCID 4 area was good for all parties. The WCID 4 annexation was the first annexation to include a large number of citizens and set the stage for the future of Sugar Land.

In 1979 and 1980, additional annexations of undeveloped land were accomplished. Annexations included a portion of FBC MUD 28, Eldridge Road MUD, and FC MUD 7. In December 1982, the annexation of approximately 340 acres of land brought the entire Fluor tract into the City. In April 1983, the HL&P fee strip south from SH 6 was annexed adding 222 acres to the City and extending the ETJ south to the Brazos River. In March 1984, the Burney Road MUD area was annexed after a petition from the landowners was received by the City.

The Sugar Creek annexation was completed in December 1984. This area, also known as the City of Cities MUD, included approximately 3,500 citizens and encompassed approximately 1,114 acres. The proposed annexation was studied by the City staff prior to completion of the annexation. Based on the fiscal analysis that showed the revenues and expenditures balanced for the area, the City completed the annexation. The benefits of annexation were recognized for the existing citizens and for the citizens of the newly annexed area. Other annexations that have occurred from January 1985 to today include strip annexations along the Southwest Freeway to Crabb River Road, and along the HL&P fee strip south to Thompson Highway and miscellaneous tracts that adjoined and/or were surrounded by the City. During the entire history of the City, approximately 350 acres have been disannexed at various times to allow for the creation of utility districts outside the City. The City currently has 7,173 acres and approximately 17,762 residents within the existing corporate limits.

IN-CITY ASSESSMENT

An important facet of the management study is to conduct a review of current or near future in-city needs. The purpose of such a self examination is to insure that there are no existing conditions which if left unaddressed, may negatively impact a proposed annexation. The following is a compilation of needs as identified by various studies, the Five-Year Capital Improvements Plan and staff input.

MUNICIPAL FACILITIES

Perhaps the most urgent need the City faces at this time is for more usable office space, particularly, to accommodate Police and Municipal Court functions. While the recent Police Department remodeling project has provided short term relief, it will not address additional space demands due to annexations, or the fact that Police functions will continue to be physically separated in three different buildings.

City Hall has been able to cope with increased staffing levels by utilizing space that formerly served as storage areas. However, there is little room left to accommodate additional personnel. The goal of physically consolidating Public Works functions at the Maintenance Facility will require Phase II expansion be undertaken in the near future. Other City facilities, i.e., fire stations and Community Center, are meeting current demands.

PUBLIC WORKS DEPARTMENT

Utilities Division

Water and sewer line failures continue at a constant rate in the northern and southern most subdivisions with the primary causes being age, construction methods, materials, and poor soil conditions. The rehabilitation of these facilities, to protect the infrastructure from major failures, will be essential for the future.

Currently the water supply is adequate to serve the immediate needs, however, continued growth in the area will require additional water production and storage facilities. Land acquisition for these facilities should be implemented in the near future.

A previous study indicates that even with the completion of the FBC MUD 13 wastewater treatment plant, the City will need more treatment capacity than will be available. Accordingly, planning for an additional treatment facility should begin in the near future.

Street and Drainage Division

The Street and Drainage Division, as with the Water Sewer Division, is plagued with infrastructure problems in the northern and southern most subdivisions. The primary causes of the failures are, again, construction methods, materials, and poor soil conditions. Asphalt streets throughout the City have fared well, in spite of the fact that maintenance has been done on an as-needed basis rather than systematically. Even with the initiation of a pavement management system in the coming year, it is anticipated that a substantial amount of asphalt street rehabilitation will be needed in the near future.

It should also be noted that during periods of substantial wet weather, drainage problems will occur in the Covington and Sugar Creek areas. These drainage problems are generally caused by a lack of outfall capacity and inadequate system design.

A better grasp of the City's overall position in regards to current and future street needs will come with the completion of a major thoroughfare study to be conducted this year.

PARKS AND RECREATION

The Parks and Recreation Department is in the process of soliciting proposals for a Park Master Study which when completed, will provide a comprehensive plan for park development. The most apparent parks need is due to an increased demand for athletic fields and appurtenances more evenly allocated throughout the City. All of the preceding needs have a common denominator, funding. In the past, it has been the City's policy to fund projects primarily from general revenues or through issuance of bond funds. When discussing the funding requirements of issues of the aforementioned magnitude, it may no longer be feasible to continue on a pay-as-you-go basis. The City is at a point where serious consideration should be given to upgrading its comprehensive five-year Capital Improvements Program. With development of the plan will come the decision of how to finance such an undertaking.

LEGAL ISSUES

Because a home-rule city is the only political subdivision with the authority to unilaterally annex territory into its corporate limits and because this authority is so far-reaching, the statutory steps and constraints to do so are complicated at best. Also, the courts have been very strict in their decisions regarding annexations that have been attempted without following the legal steps to the letter; there is indeed very little room for legal error, regardless of how small or innocent.

In addition, federal regulations and laws have super-imposed restrictions over state laws that affect annexations through the minority dilution concerns under the Voting Rights Act of 1965. These restrictions require legal planning from the outset of annexation because the United States Department of Justice does not determine compliance with these federal laws until almost one year after the initiation of the annexation process.

The following is an outline of the legal steps, issues and pitfalls involved in any annexation, and of particularly significant importance in Sugar Land's case because of the vast acreage and population to be affected. It is imperative to remain mindful of these issues throughout the entire annexation process in order that the process goes smoothly and successfully.

There are three main bodies of law that Sugar Land must comply with in order to successfully annex territory into its corporate limits. They are the City Charter, state law and the federal regulations pertinent to the Voting Rights Act of 1965. Discussions of the details of each follow.

THE CITY CHARTER

The annexation provisions of the Sugar Land City Charter reflect the state law and do not impose any special restrictions of their own, such that their existence is relatively insignificant in the annexation process, other than the overall authority given to the City to involve itself in the annexation process.

STATE LAW

Procedures and restrictions established by state law are complicated and many. The following cover the highlights, emphasizing those statutory provisions with the greatest impact on Sugar Land and its ETJ.

Area Restrictions. The City may annex area located only in its ETJ, which extends one mile out from its city limits. A tract of land to be annexed must be at least 500 feet in width at its narrowest point, unless the City's boundaries are contiguous to the area on two sides or the annexation was petitioned by the landowners. Additional exemptions from the width requirement are municipally-owned airports, municipally-owned reservoirs and MUDs. The City may not annex a strip of land, at its narrowest point, less than 1,000 feet in width and located farther than three miles from the present City limits.

In any calendar year, the City may not annex total area that is greater than its accumulated annual allotment. The city can annex 10 percent of the area within its corporate limits as of January 1 of that year. The 10 percent annual allocation may be carried over from year to year, but may never accumulate to an amount greater than 30 percent. Area exempted from the allocation requirement are the following: (1) area annexed by petition, and (2) area owned by a municipality, a county, a state or the federal government and used for a public purpose.

The City must annex an entire utility district, if it annexes any part of it. This restriction does not apply if the governing body of the district or the landowners consent to the annexation. (There are several other exemptions that exist by statute, but are not apropos to Sugar Land's situation and not worthy of mention here.) In addition, a provision was added to the Water Code in 1987 to allow strip annexations through utility districts, but it is the City Attorney's opinion that the provision is shaky in that it attempts to repeal this requirement, as it affects a utility district, without actually doing so. Area annexed in accordance with this requirement may exceed the "10 percent rule" as annexed on a district-by-district basis only.

Should a proposed annexation result in an area becoming entirely surrounded by the City by not including the area, the City Council would be required to make a finding that surrounding the area is in the public interest and why.

Annexation Procedures. The annexation of an area must be completed within 90 days after the date that City Council institutes annexation proceedings for the area, or the annexation is void. The courts have interpreted "institution of proceeding" to mean the first reading of the annexation ordinance.

Before any of the procedures can begin, City Council must direct, by ordinance, the staff to prepare a service plan that provides for the extension of City services to each area proposed to be annexed. Then, two public hearings must be held for each area to be annexed, where all interested persons have the opportunity to speak. Notices of the

hearings must be published, with notice being given by certified mail to all railroads who serve the City and who are on the City's tax roll. Time constraints for both the publication and the hearings are rigid.

In addition, if 20 residents file a written protest, one hearing must be held inside the area to be annexed. Otherwise, the hearings may be held at any reasonable location. The service plan for the pertinent area must be made available for public inspection at each public hearing, and the service plan must be explained to the residents of the area to be annexed at the public hearings.

The annexation ordinance for each area must include both an accurate metes and bounds description of the area and the service plan for the area. The annexation ordinances must, of course, be read on two occasions before it becomes effective. Because the state tax laws specify that property can only be taxed by the City for a particular year located inside its corporate limits on January 1 of that year, the annexation ordinance must be passed no later than December 31 in order to assess and collect taxes on the property the following year.

Service Plan Requirements. A service plan is a contractual obligation between the City and the residents of an area annexed and is valid for a period of ten years. It must include a program under which the City will provide the following services in the area within 60 days after the effective date of the annexation:

- (1) police protection,
- (2) fire protection,
- (3) solid waste collection,
- (4) maintenance of water and wastewater facilities,
- (5) maintenance of road and streets, including road and street lighting,
- (6) maintenance of parks, playgrounds and swimming pools, and
- (7) maintenance of any other publicly-owned facility, building, or service.

The service plan must also include a program whereby the City will initiate acquisitions or construction of any capital improvements necessary for providing adequate City services to the area, the construction to begin within two years of the effective date of the annexation and be substantially complete within four and one half years after annexation. In no event can the service plan provide fewer services or a lower level of services in the area annexed than were in existence in that area at the time immediately preceding the annexation or which are otherwise available in other areas of the City with land uses and

population densities similar to those in the annexed area. A service plan may be renewed after a term of ten years at the discretion of the City.

If services are not provided in accordance with the service plan, a majority of qualified voters in the annexed area may petition the City for disannexation. If the City refuses or fails to provide the services within 60 days, a lawsuit may be brought in district court to force the disannexation.

Dissolution of Utility Districts. When the City annexes a utility district that has been created for the primary purpose of providing municipal services, such as the supplying of fresh water, sanitary sewer service or drainage service, the City succeeds to the powers, duties, assets and obligations of the district. The City takes over all of the property and assets of the district, assumes all the debts, liabilities and obligations, and performs all the functions of the district, including providing services.

Upon annexation of a district, City Council must designate by ordinance the date on which the assumption shall take place. Such date shall be within 90 days after the effective date of the annexation. If City Council fails to establish a date, the City assumes the duties automatically on the 91st day, and the district is abolished by operation of law.

Incorporation in the ETJ. Generally, a municipality may not incorporate in the City's ETJ unless City Council gives its written consent to the incorporation by ordinance or resolution. However, if the City refuses to give its consent, a majority of the qualified voters of the area of the proposed municipality and the owners of at least 50 percent of the land in the proposed municipality may petition the governing body to annex the area. If the City refuses or fails to annex the area within six months after the date it receives the petition, that failure or refusal constitutes the City's consent to the incorporation of the proposed municipality. This consent is only an authorization to initiate incorporation proceedings and must be initiated within six months after the date of consent and fully completed within 18 months after the date of consent. Failure to comply with either of the time requirements terminates the consent.

FEDERAL LAW -- VOTING RIGHTS ACT OF 1965

Section 5 of the Voting Rights Act of 1965 prohibits the enforcement in the City of any voting qualification or prerequisite to voting, or standard, practice or procedure with respect to voting until it has been submitted to the U.S. Attorney General, and the Attorney General has interposed no objection within a 60-day period following submission. As it affects annexation, which is specifically named as one of those changes, the City

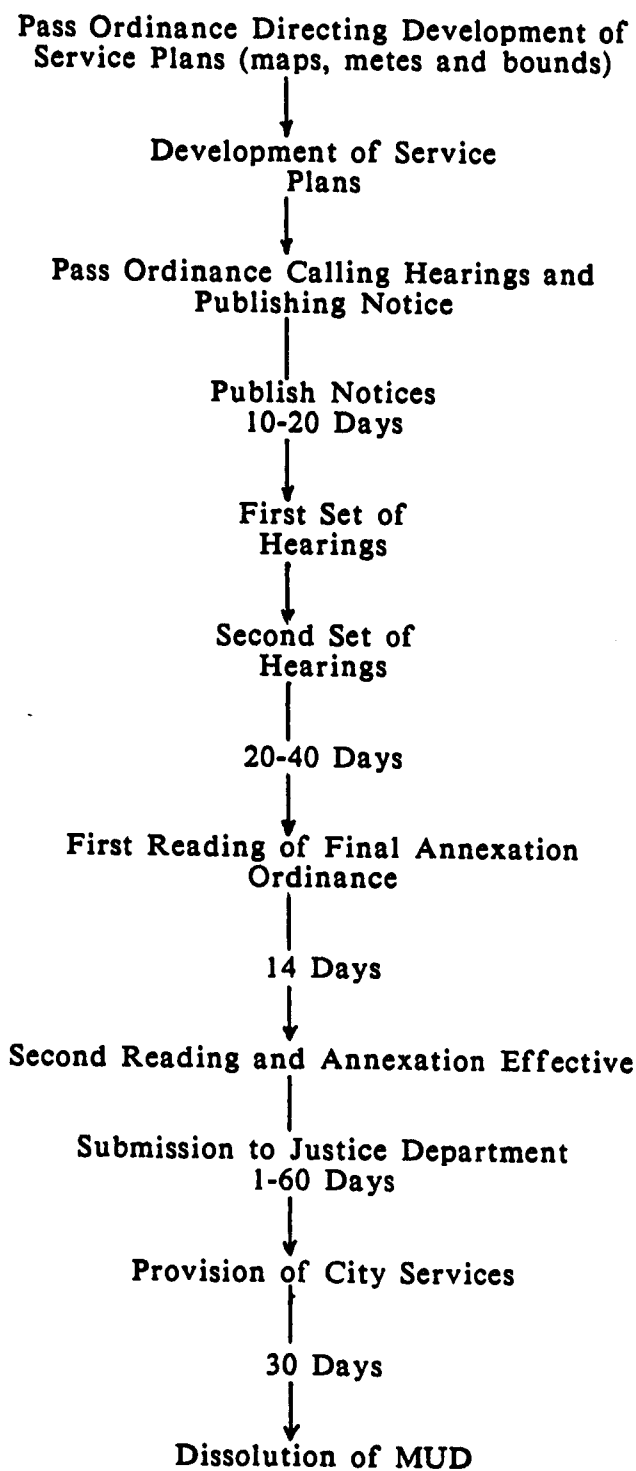
may not hold an election until a specified annexation documentation has been submitted to the U.S. Attorney General. The City must receive a letter in return indicating that the Attorney General has determined that the annexation does not have the purpose or will not have the effect of denying or abridging the right to vote on account of race, color, or membership in a language minority group. The annexation would be considered to have a discriminatory effect if, in the case of Sugar Land, blacks or Hispanics would be worse off in terms of voting rights after annexation than before.

There are a variety of steps to go through to prevent a determination of discriminatory effect. First of all, all public notices regarding the annexation must also be published in Spanish. Demographic studies must be done accurately to reflect the voting population per Council district and the possible impact on minority representation, when the population of the annexed area is absorbed in the City. Redistricting of Council districts will probably be a necessity for the preservation of the minority vote. The entire process requires close legal scrutiny because many of the legal requirements and standards are contained only in court decisions.

The submission to the Attorney General must be done after the effective date of the annexation, in order to provide proper documentation, and before any election is held, or the election is void. The Attorney General is by law required to respond to the City in 60 days. Any objections of the Attorney General may be removed by provision of further documentation or specified actions by the City.

ANNEXATION TIMETABLE
Approximate Total - 150-180 Days

40 1599



DEMOGRAPHIC ANALYSIS

Demographic analysis is a statistical review of the population. When an area is to be annexed into a city, the population of the city and the future area must be reviewed in order to meet legal requirements to assure that voting rights in both the city and future areas are not diluted. In a basic demographic analysis the population numbers and the ethnicity of the population must be determined. The term ethnicity is used instead of race.

EXISTING CITY

The current population of the City of Sugar Land is estimated to be 17,762. This number is an estimate based on the 1986 Demographic Study prepared for the creation of voting districts in the City. The 1986 population estimate was 15,669. The population factor is 3.05 persons per residence with a vacancy rate of three percent.

FUTURE CITY

For the next three years the population is estimated to experience growth at an annual rate of four percent as it has over the past three years. A vacancy rate of three percent is also assumed. The projected population for the next three years is as follows:

1990 - 18,472

1991 - 19,211

1992 - 19,980

ETHNIC COMPOSITION

In the 1986 Demographic Study the ethnic composition of the City of Sugar Land was determined by using the City utility accounts receivable listing and ethnic information from the Fort Bend Independent School District. The ethnic composition of the City is estimated to be the same in 1989 as in 1986. The ethnic composition is as follows: 84.7 percent White; 3.9 percent Asian; 7.2 percent Hispanic; and 4.2 percent Black. Each year the estimated population will be updated; however, future years will be projected when the population data from the 1990 Census is available early in 1991.

METHODOLOGY FOR DEMOGRAPHIC ESTIMATES OF AREAS

The population and ethnic composition of the areas to be considered for annexation has been determined. The population projection shows estimates of current population and ethnicity as well as the estimated population and ethnicity when the area is completely built out.

The estimated population of the areas were determined by using data supplied in the MUD reports for the number of residences and estimated population.

To determine the ethnicity of the population of the four areas under consideration for annexation, a list of addresses by area was obtained from the Fort Bend County Central Appraisal District. Again, as in 1986, the ethnic data has been provided by the Fort Bend Independent School District. The two lists were combined to gather the ethnicity data by matching the ethnicity of school age children to the corresponding addresses. This information should be considered as an estimate, using sample data, in that the list from the school district does not include residences without school age children. It can be assumed that the ethnic composition of the overall area would closely reflect the large sample data. As several of the areas are almost completely built out, it can be assumed that the ethnic distribution will be the same in the future.

Each area to be analyzed was reviewed for current estimated population and ethnicity, percent built out, proposed development and future estimated population and ethnicity. The data for each area of review is included in the area analysis section of this study.

The ethnic information for White and Asian was separated in the district analyses, as in the 1986 Demographic Study to keep the data consistent. Currently, the numbers and percentages for these two groups are combined by the Justice Department. It has been indicated that following the 1990 Census, those of Asian ethnicity may be considered as a legal minority in Texas.

FISCAL IMPACT

The relative fiscal impact of the proposed annexation areas has been projected by the Sugar Land Fiscal Impact System (SLFIS), the computer model developed by the consulting firm J. T. Dunkin & Associates. SLFIS utilizes two types of fiscal impact analysis models, proportional valuation and per capita multiplier, as well as direct costing to project the anticipated revenues, costs and net financial impact of a proposed annexation.

The Proportional Valuation Method is defined as an average costing approach used to project the impact of nonresidential (industrial and commercial) development on local costs and revenues. Using a two step process, a share of municipal costs are first assigned to all local nonresidential uses and secondly, a portion of these nonresidential costs is allocated to the incoming nonresidential facilities. The method assumes that the relative real property values represent shares of municipal costs. A basic assumption of the Proportional Valuation Method is that municipal costs increase with the intensity of land use, and change in real property value is a reasonable substitute for change in intensity of use.

The Per Capita Multiplier Method is defined as an average costing approach using per capita municipal expenditures calculated by dividing municipal expenditures by the total user population. These per capita costs are applied to the resident population of the area under consideration, for example, property tax revenues are computed by multiplying property value by the tax rate. In other instances, impacts are computed using per employee and per resident expenditure and revenue factors which are allocated to employment and population based on the amount of commercial or residential assessed value.

The model also includes a statistically derived curve coefficient to more accurately estimate service demand costs for nonresidential land uses. The curve coefficient is a means to adjust for variations in the relationship between residential and nonresidential assessed values.

The curve coefficient is derived from a series of case studies which compared the relative proportion of residential and nonresidential land uses and their respective demands for City services.

The system is designed to easily permit multiple analyses using various assumptions. For this study, two analyses are generated for each proposed area. An initial analysis,

reflecting the estimated fiscal impact using only the assumptions of the model, is the basis for adjustments and also a means of comparison. A second analysis represents the projections as adjusted by staff.

As in any forecasting model, it is necessary to make certain core assumptions that represent the City's basic conditions. The following is a list of the core assumptions of the model and assumptions regarding the existing conditions of the City.

SLFIS MODEL ASSUMPTIONS

Service Level. The general level of all public services is assumed to remain at current level.

Inflation. Costs and prices are assumed to remain constant. No inflation or deflation has been built into the model and is not included as such predictions are almost impossible to accurately project. (The use of current costs has been found to be most effective.)

Cost Relationship. Municipal costs increase with the intensity of land use. A higher intensity use generally means additional residents or employees in a smaller area of land. This will in turn increase the City's service costs to an area. The model also assumes that changes in real property value are a reasonable substitute for changes in the intensity of use.

CITY ASSUMPTIONS

Population. Population has been calculated by using the number of residential water and wastewater customers listed on the accounts receivable ledger as of October 1988 and data generated by the demographic study of 1986.

Assessed Values. Net assessed values were taken from the certified appraisal roll as provided by the Fort Bend County Central Appraisal District for the tax year 1988.

Square Footage. Square footage on retail, office and warehouse/industrial space was obtained from property owners, developers and records of the planning and code enforcement divisions.

Employees Per Land Use. Estimates provided by consultant based on comparable areas in the state.

Operating Expenditures. Operating and maintenance expenditures by cost centers and revenues by major sources were taken from the 1988-89 Annual Budget of the City. Capital outlay and non-recurring material expenditures were excluded.

Capital Improvement Expenditures. Number of square feet of existing space per capita: The square feet of each cost center was derived from the actual building plans and the square feet of space allocated to each cost center and then divided by the population of the City.

Current dollar cost per square foot for construction of additional facility: The cost per square foot for construction of additional facilities was taken from national construction standards provided by the Southern Building Code for use in calculating building permits.

Current dollar cost per square foot for additional equipment needs based on the historical cost of equipment currently in use in provision of service: The cost per square foot of equipment was calculated using the total amount of square feet per cost center into the amount of assets listed on the Fixed Asset records of the City.

ADJUSTMENT ASSUMPTIONS

Adjustments have been made to the initial analysis based on the assumptions listed below. The assumptions underlying the adjustments do not invalidate the model. Every effort has been made to ensure that the assumptions and adjustments are appropriate. The budgeted operating expenditures for the fiscal year 1988-89 have been adjusted to reflect costs associated with services currently being provided by the City to the areas under consideration and any economy of scale believed to exist.

Capital expenditures for buildings and equipment. Building and equipment expenditures projected by the model will be funded over the life of the asset. A ten year life for buildings has been used. The initial analysis projects all capital expenditures to occur in the first year of annexation. Capital expenditures have been prorated over a period of time, while retaining the integrity of the total cost. This assumption is valid as the City, in the first year, cannot purchase land, develop plans and specifications, bid the project and complete construction. It is reasonable to anticipate that the total amount of expenditures for purchase of land and/or improvements will require the issuance of debt which will prorate the cost over the life of the land or improvement. In the case of equipment, funds have been allocated in the first year for a portion of the equipment. Major purchases, for example, a fire truck, may require the accumulation of funds over

a period of years. The lead time for the delivery of a fire truck is twelve to eighteen months from the date of the authorization to bid the equipment, therefore, the actual purchase would not occur in the first year.

The building and equipment expenditures are the proportional share of the overall cost of the building or equipment for this area. An example is the construction of a police station. The City cannot construct a police station valued at \$175,000 within the boundaries of an area, but would construct a central facility of which a districts share would be \$175,000 over the life of the building.

Park Land. Park land dedication requirements of the subdivision ordinance will currently satisfy the needs of the area.

Service Level. The City is currently providing some services to the proposed areas and the cost of those services is included in the current operating budgets. Therefore, the current operating budget has been decreased for the analysis of the area.

ANALYSIS ASSUMPTIONS

The following assumptions have proven valid in evaluating the fiscal impact of the proposed annexation areas.

The annual operating budgets of the General and General Obligation Debt Service Funds have been adopted based on a utilization of surplus fund balances and current revenues to fund current operating expenditures. The City's rates and charges have been purposefully set lower than required to achieve a reduction in the fund balances. This policy has resulted in a revenue base and rate structure that is less than the cost of service.

The Enterprise Fund is currently being subsidized by the General Fund through the debt service component of the tax rate. This subsidy has occurred through the assumption of debt obligations of previous annexations. The debt of the annexed MUDs was issued for water, wastewater, and drainage construction projects. Of the City's current annual requirement of \$2,567,063, approximately 69 percent is related to water and wastewater projects. Of this 69 percent, only 21 percent is currently funded by water and wastewater revenues of the Enterprise Fund. As the nature and purpose of enterprise funds is to account for a service that is financed and operated in a manner similar to private business, where determination of net income is appropriate, all costs of operation are normally recovered by user charges.

Another area of financial consideration is the manner in which the City funds residential solid waste or garbage service. Currently, the City provides this service through the General Fund operations, i.e., the funding comes from the City's tax base. As opposed to this method of funding, the residents of the MUD districts pay a fee to their Homeowner's Association for garbage collection. Provision of the service through the City's General Fund operations allows residents to deduct this cost in an indirect way from their federal income tax.

It should be noted that if the stated assumptions are changed in any way, the results of this study could be greatly affected.

AREA ANALYSES

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 16

AREA ANALYSIS

FBC MUD 16 was created in December 1976. The district boundaries are Oyster Creek on the west, north, and east, and SH 6 on the south. FBC MUD 16 is contiguous to the existing city limits of the City of Sugar Land. The total acreage within the district is 828 acres, of which 647 are developable, and has a current estimated population of 5,191.

The district is within the master planned development of First Colony. The major developers in the district are Lexington Development Company, Greystone Group, Vantage Companies, and Sugarland Properties Incorporated. The following residential subdivisions are included: Sugarwood, Colony Village, The Highlands, Oyster Point, Creekshire, and Lakes of Edgewater. Apartment developments are Lions Head and Rivercrest. There are currently 1,403 single family residences and 557 apartment units.

Commercial development includes the retail and office development of The Market Place at First Colony, located on the north side of SH 6 between Williams Trace Boulevard and Settler's Way Boulevard. Lease spaces include a major grocery store, retail shops, professional offices, restaurants, and a mini-warehouse area. Old Mill Park is being developed with automotive service centers. Other commercial developments include Highlands Square and Lexington Village Center, which contain convenience stores, cleaners, food establishments, hardware and pool shops, offices, and miscellaneous other facilities. There is approximately 274,486 square feet of retail lease space and 20,500 square feet of office space currently in the district. Highland Elementary School, a Fort Bend Independent School District facility, is located in the district, and has a current enrollment of 730.

Adjacent to the school site is a five acre public park site that has been deeded to the City. Private recreation facilities are located within the residential subdivisions. Undeveloped areas include Lost Creek, adjacent to Creekshire, Englewood on Lexington Boulevard, Edgewater Section Two on Williams Trace at Edgewater Boulevard, and a small commercial tract on Settler's Way at Lexington Boulevard.

DEMOGRAPHIC ANALYSIS

In order to comply with Justice Department requirements, the population of each area was analyzed with respect to the total estimated population and the ethnic composition both currently and at build out. The methodology using address and ethnic data is described in the general demographic analysis section of this study. The following table presents data for FBC MUD 16.

	<u>Current</u> <u>(88% Build Out)</u>	<u>Projected</u> <u>at 100% Build Out</u>
RESIDENCES		
Single Family	1,403	1,663
Multi-Family	557	557
Total	1,960	2,220
POPULATION*	5,191	6,493
ETHNICITY**		
White	58%	58%
Asian	31%	31%
Hispanic	5%	5%
Black	5%	5%

*Population estimates are based on 3.5 persons per single family residence and 2.4 persons per multi-family residence and a 97 percent occupancy rate.

**Based on Fort Bend Independent School District data on 548 residences (27 percent of total residences in the area).

The White population is estimated to be 58 percent of the total population. This is a lower percentage than the existing population in the City (84.7 percent). The Asian population (31 percent) in this area is much larger than in the City (3.9 percent). However, when the Asian and White populations are combined for the area and City, the distribution is similar with the City combination at 88.6 percent and the area combination at 89 percent. The Black population in both the City (4.2 percent) and the area (5 percent) are almost identical. The Hispanic population in the area (5 percent) is slightly lower than the City at 7.2 percent. The lower percentage of the Hispanic population in the area will probably be closely reviewed by the Justice Department to ensure that voting rights are not diluted.

FISCAL ANALYSIS

The following summary of financial data regarding FBC MUD 16 has been taken from the District's Comprehensive Annual Financial Report for the Year Ended August 31, 1988, the 1988 certified appraisal rolls and records of the Fort Bend County Central Appraisal District.

Average Annual Debt Service	\$ 1,126,570
Average Annual Debt Service Next Five Years	1,405,386
Total Outstanding Debt as of Aug 31, 1988	11,577,591
Total Principal and Interest Requirements, Aug 31, 1988	28,716,621
Bonds Authorized, Unissued	422,000
1988 Tax Rate	.70/100
1988 Net Assessed Valuations	144,805,091
1988 Net Tax Levy	1,013,635
Water Base Rate	5.00
Water Variable Rate	.88/1000
Wastewater Base Rate	5.00
Wastewater Variable Rate	1.12/1000
% of Development	88%
% of Built Out	88%
Refunding Issue Date	December 1986

The table at the end of this section summarizes the estimated annual revenues and expenditures the City could expect upon annexation of this area. The estimated amounts are based on the results of the SLFIS. The table presents the net impact to the General and Enterprise Funds and a combined total net impact. For the purposes of this study, the General Obligation Debt Service has been included with the General Fund results as the model does not separate tax revenues into maintenance and operation and debt service components. The annual debt service requirements of the area have been prorated 31/69 ratio based on the existing debt analysis of the City. The assumptions relating to the data and the adjustments are presented in the Fiscal Impact section of this study.

Annexation of this area represents an increase of 11.5 percent in land area for the City and an increase in population of 29.2 percent. This district has completed 88 percent of the construction of water, sewer, drainage, and streets. The district has one bond issue of approximately \$1,000,000 remaining to provide facilities to the Lost Creek area and to reimburse the developer approximately \$200,000, per the district's attorney. The water and sewer rates of the district are less than the rates being charged by the City. The district charges a base of \$10.00 for water and sewer and variable rates of \$0.88 and \$1.12 respectively. The district has one advanced refunding issue dated December 1986.

The projected cost of service to the district could be funded through use of available, undesignated fund balances of the City or the district. The actual fund balances cannot be determined until annexation and any significant changes in the district fund balance may require the City to reevaluate annexation of the area. The district reports in their audit of August 31, 1988, a General Fund Undesignated Fund Balance of \$232,010, a Debt Service Fund Balance of \$2,149,135 and a Capital Projects Fund Balance of \$448,272. The fund balance of the debt service fund is \$745,135 greater than the next years debt service requirements.

FISCAL IMPACT SUMMARY
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT 16

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
General Fund					
Operating Revenues	1,816,300	1,613,400	1,680,600	1,737,600	1,783,700
Operating Expenditures	810,400	845,500	883,100	910,000	934,800
Capital Expenditures	190,100	236,500	240,200	207,700	201,200
Debt Service	435,240	435,550	435,550	435,550	435,550
Total Expenditures	1,435,740	1,517,550	1,558,850	1,553,250	1,571,550
Net Impact	380,560	95,850	121,750	184,350	212,150
Enterprise Fund					
Operating Revenues	724,200	755,600	789,200	813,300	835,400
Operating Expenditures	500,400	522,000	545,200	561,900	577,200
Capital Expenditures	30,000	51,800	52,700	48,500	47,700
Debt Service	968,760	969,450	969,450	969,450	969,450
Total Expenditures	1,499,160	1,543,250	1,567,350	1,579,850	1,594,350
Net Impact	(774,960)	(787,650)	(778,150)	(766,550)	(758,950)
General and Enterprise Combined					
Operating Revenues	2,540,500	2,369,000	2,469,800	2,550,900	2,619,100
Operating Expenditures	1,310,800	1,367,500	1,428,300	1,471,900	1,512,000
Capital Expenditures	220,100	288,300	292,900	256,200	248,900
Debt Service	1,404,000	1,405,000	1,405,000	1,405,000	1,405,000
Total Expenditures	2,934,900	3,060,800	3,126,200	3,133,100	3,165,900
Combined Net Impact	(394,400)	(691,800)	(656,400)	(582,200)	(546,800)
Other Sources of Funds					
* Fund Balances					
District Operating	232,000				
District Debt Service		700,000	700,000		
Adjusted Net Impact	(162,400)	8,200	43,600	(582,200)	(546,800)
	=====	=====	=====	=====	=====

* Based on the fund balances as reported in the most recent audit reports and the assumption that these balances would be available at time of annexation.

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 12

AREA ANALYSIS

FBC MUD 12 was created in August 1975. The district boundaries are SH 6 on the north; Settlers Way Boulevard on the east; Ditch A or Steepbank Creek on the South; and Ditch E and Lexington Boulevard on the west. The total acreage within the district is 1,064 acres, of which 978 are developable, and has a current estimated population of 8,476.

The district is within the master planned development of First Colony as developed by Sugarland Properties Incorporated. The following subdivisions are included in the district: Grants Lake 1 and 2; Settlers Park 1, 2, 3, 4; Colony Bend 1, 2, 3, 4; Colony Grant; Colony Park; Austin Park 1, 3; Stephens Grant, Williams Grant 1 and 2; and the Landing at Grants Lake. There are approximately 2,125 single family residences and 433 condominiums in the district.

The commercial development is the Williams Trace shopping center, located on the south side of SH 6 between Williams Trace Boulevard and Settlers Way Boulevard. Lease spaces include a major grocery store, a cafeteria, restaurants, and retail shops. The total square footage of the center's lease space is 350,000 square feet. There is approximately 9,300 square feet of office space located in two small office buildings on Williams Trace.

FBC MUD 12 contains the Colony Bend Elementary School with an enrollment of 931 and First Colony Junior High School with an enrollment of 860. The Fort Bend Independent School Administration Building and Sports Complex are also located in the district. There are five church sites in the district.

A five acre park adjacent to the Colony Bend Elementary School has been deeded to the City as part of the park dedication requirement of the Subdivision Regulations. This park includes children's playground equipment and a basketball court. A twenty-two acre site has been developed by the district as baseball and soccer fields, and will be deeded to the City in the future. Private recreational facilities are located throughout the district.

DEMOGRAPHIC ANALYSIS

The population of the potential area of annexation was analyzed to comply with Justice Department requirements to determine the population and ethnicity both currently and at build out. The methodology and data sources are described in the general demographic analysis section of this study. The data from FBC MUD 12 is presented in the following table.

	Current (95.7% Build Out)	Projected at 100% Build Out
RESIDENCES		
Single Family	2,125	2,239
Multi-Family	433	433
Total	2,558	2,672
POPULATION*	8,476	8,759
ETHNICITY**		
White	71%	71%
Asian	16%	16%
Hispanic	6%	6%
Black	6%	6%

*Population estimates are based on 3.5 persons per single family residence and 2.4 persons per multi-family residence and a 97 percent occupancy rate.

**Based on Fort Bend Independent School District data on 1,145 residences (45 percent of current total residences in the area).

The current White population of the district (71 percent) is a lower percentage than the White population of the City (84.7 percent). The Asian population is much higher at 16 percent. When the White and Asian population is combined the percentages in the district (87 percent) closely mirror the City (88.6 percent). The estimated Black population at 6 percent is slightly higher than the City (4.2 percent). The Hispanic population in the district is estimated at 6 percent while the City is 7.2 percent. In the district, the minority population appears to be distributed throughout the district rather than concentrated in one area. This will also be considered by the Justice Department in their review of the annexation.

FISCAL ANALYSIS

The following summary of financial data regarding FBC MUD 12 has been taken from the Comprehensive Annual Financial Report for the Year Ended September 30, 1988, the 1988 certified appraisal rolls and records of the Fort Bend County Central Appraisal District.

Average Annual Debt Service	\$ 1,206,825
Average Annual Debt Service Next Five Years	1,247,371
Total Outstanding Debt as of September 30, 1988	11,815,000
Total Principal and Interest Requirements, September 30, 1988	21,273,028
Bonds Authorized, Unissued	4,265,000
1988 Tax Rate	.50/100
1988 Net Assessed Valuations	244,528,320
1988 Net Tax Levy	1,222,642
Water Base Rate	6.00
Water Variable Rate	1.05/1000
Wastewater Base Rate	6.00
Wastewater Variable Rate	1.45/1000
% of Development	95.7%
% of Build Out	95.7%
Refunding Issue Date	September 1985

The table at the end of this section summarizes the estimated annual revenues and expenditures the City could expect upon annexation of this area. The estimated amounts are based on the results of the SLFIS. The table presents the net impact to the General and Enterprise Funds and a combined total net impact. For the purposes of this study, the General Obligation Debt Service has been included with the General Fund results as the model does not separate tax revenues into maintenance and operation and debt service components. The annual debt service requirements of the area have been prorated 31/69 ratio based on the existing debt analysis of the City. The assumptions relating to the data and the adjustments are presented in the Fiscal Impact section of this study.

Annexation of this area represents an increase of 14.8 percent in land area for the City and an increase in population of 47.7 percent. This district has completed 100 percent of the construction of water, sewer, drainage, and streets. The district has \$4,265,000 of unissued bonds as of September 30, 1988. The district charges the same water and sewer rates as the City. The district has one advance refunding issue dated September 1985.

The projected cost of service to the district could be funded through use of available, undesignated fund balances of the City or the district. The actual fund balances cannot be determined until annexation and any significant changes in the district fund balance

may require the City to reevaluate annexation of the area. The district audit of September 30, 1988 reports a General Fund Undesignated Fund Balance of \$774,675, a Debt Service Fund Balance of \$395,641 and a Capital Projects Fund Balance of \$11,364. The fund balance of the Debt Service Fund reflects interest payments for October 1, 1988 that have been remitted to the fiscal agent.

FISCAL IMPACT SUMMARY
FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT 12

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
General Fund					
Operating Revenues	2,223,500	2,174,900	2,204,400	2,211,400	2,221,400
Operating Expenditures	1,118,700	1,147,300	1,169,400	1,180,400	1,189,200
Capital Expenditures	203,000	325,800	302,500	256,700	252,000
Debt Service	371,194	386,694	386,694	386,694	386,694
Total Expenditures	1,692,894	1,859,794	1,858,594	1,823,794	1,827,894
Net Impact	530,606	315,106	345,806	387,606	393,506
Enterprise Fund					
Operating Revenues	1,003,600	1,029,200	1,049,100	1,058,900	1,066,800
Operating Expenditures	726,100	744,600	759,000	766,000	771,800
Capital Expenditures	26,600	67,900	65,400	61,000	60,200
Debt Service	826,206	860,706	860,706	860,706	860,706
Total Expenditures	1,578,906	1,673,206	1,685,106	1,687,706	1,692,706
Net Impact	(575,306)	(644,006)	(636,006)	(628,806)	(625,906)
General and Enterprise Combined					
Operating Revenues	3,227,100	3,204,100	3,253,500	3,270,300	3,288,200
Operating Expenditures	1,844,800	1,891,900	1,928,400	1,946,400	1,961,000
Capital Expenditures	229,600	393,700	367,900	317,700	312,200
Debt Service	1,197,400	1,247,400	1,247,400	1,247,400	1,247,400
Total Expenditures	3,271,800	3,533,000	3,543,700	3,511,500	3,520,600
Combined Net Impact	(44,700)	(328,900)	(290,200)	(241,200)	(232,400)
Other Sources of Funds					
* Fund Balances					
District Operating	50,000	350,000	350,000		
District Debt Service				250,000	150,000
Adjusted Net Impact	5,300	21,100	59,800	8,800	(82,400)

* Based on the fund balances as reported in the most recent audit reports and the assumption that these balances would be available at time of annexation.

FIRST COLONY MUNICIPAL UTILITY DISTRICT NO. 1

AREA ANALYSIS

FC MUD 1 was created in December 1979. The district boundaries are Old Mill Park and SH 6 on the north; Austin Parkway on the east; Austin Parkway and Steepbank Creek on the south; and Settlers Way Boulevard on the west. FC MUD 1 is contiguous to the city limits of the City of Sugar Land. The total acreage within the district is 430 acres, of which approximately 383 are developable, and has a current estimated population of 4,560.

The district is within the master planned development of First Colony. The following subdivisions are included in the district: Chimneystone 1, 2, 3; Settlers Grove; Austin Park 2 and 4; Lakefield; and Old Mill Park. There are approximately 1,303 single family residences in the district.

Ten undeveloped acres on Austin Parkway have been designated to be a commercial development. FC MUD 1 contains the Settlers Way Elementary School with an enrollment of 648. A five acre park site adjacent to the Settlers Way Elementary School includes children's playground equipment and soccer fields. Pools and tennis courts are included in the private recreational facilities. There is one church in FC MUD 1.

DEMOGRAPHIC ANALYSIS

For compliance with the Justice Department requirements, the population and ethnicity of the area to be annexed must be analyzed. The methodology for estimating the population and ethnicity is described in the general demographic section of this study. The following table presents the data for FC MUD 1.

	Current (98.4% Build Out)	Projected at 100% Build Out
RESIDENCES		
Single Family	1,303	1,324
Multi-Family	0	0
Total	1,303	1,324
POPULATION*	4,560	4,634
ETHNICITY**		
White	75%	75%
Asian	12%	12%
Hispanic	6%	6%
Black	8%	8%

*Population estimates are based on 3.5 persons per single family residence and 2.4 persons per multi-family residence and a 97 percent occupancy rate.

**Based on Fort Bend Independent School District data on 364 residences (28 percent of current total residences in the area).

Again, as in the two preceding districts, the White population of MUD 1 is lower than the City's White population. The White population of the area is estimated to be 75 percent and the City at 88.6 percent. When the Asian population is combined with the White population the percentage is 87 percent, which is almost the same as the City. The Black population is estimated at 8 percent, which is higher than the City's but is not concentrated in one particular area. The Hispanic population in the district is 6 percent which closely reflects the City percentage of 7.2 percent.

FISCAL ANALYSIS

The following summary of financial data regarding FC MUD 1 has been taken from the District's Comprehensive Annual Financial Report for the Year Ended June 30, 1988, the 1988 certified appraisal rolls and records of the Fort Bend County Central Appraisal District.

Average Annual Debt Service	\$ 943,955
Average Annual Debt Service Next Five Years	1,180,283
Total Outstanding Debt as of June 30, 1988	9,365,000
Total Principal and Interest Requirements, June 30, 1988	21,867,010
Bonds Authorized, Unissued	2,105,000
1988 Tax Rate	1.05/100
1988 Net Assessed Valuations	87,310,857
1988 Net Tax Levy	916,764
Water Base Rate	6.00
Water Variable Rate	1.00/1000
Wastewater Base Rate	6.00
Wastewater Variable Rate	1.50/1000
% of Development	98.4%
% of Build Out	98.4%
Refunding Issue Date	None

The table at the end of this section summarizes the estimated annual revenues and expenditures the City could expect upon annexation of this area. The estimated amounts are based on the results of the SLFIS. The table presents the net impact to the General and Enterprise Funds and a combined total net impact. For the purposes of this report the General Obligation Debt Service has been included with the General Fund results as the model does not separate tax revenues into maintenance and operation and debt service components. The annual debt service requirements of the area have been prorated 31/69 ratio based on the existing debt analysis of the City. The assumptions relating to the data and the adjustments are presented in the Fiscal Impact section of this report.

Annexation of this area represents an increase of 5.9 percent in land area for the City and an increase in population of 25.7 percent. This district has completed 100 percent of the construction of water, sewer, drainage and streets. The district charges comparable rates for water and sewer to the City. The district has not advance refunded any of their bonds.

The projected cost of service to the district could be funded through use of available, undesignated fund balances of the City or the district. The actual fund balances cannot be determined until annexation and any significant changes in the district fund balance may require the City to reevaluate annexation of the area. The district reports in their audit of June 30, 1988, a General Fund Undesignated Fund Balance of \$166,154, a Debt Service Fund Balance of \$1,447,940 and a Capital Projects Fund Balance of \$49,430. The fund balance of the debt service fund is \$268,940 greater than the next years debt service requirements.

FISCAL IMPACT SUMMARY
FIRST COLONY MUNICIPAL UTILITY DISTRICT 1

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
General Fund					
Operating Revenues	1,136,900	640,200	717,800	817,800	817,700
Operating Expenditures	501,200	509,300	512,700	516,800	516,800
Capital Expenditures	161,800	214,400	194,400	145,200	110,100
Debt Service	365,490	365,800	365,800	365,800	365,800
Total Expenditures	1,028,490	1,089,500	1,072,900	1,027,800	992,700
Net Impact	108,410	(449,300)	(355,100)	(210,000)	(175,000)
Enterprise Fund					
Operating Revenues	511,200	519,500	523,000	527,200	527,200
Operating Expenditures	369,900	375,800	378,400	381,400	381,400
Capital Expenditures	68,000	19,000	16,700	17,000	15,400
Debt Service	813,510	814,200	814,200	814,200	814,200
Total Expenditures	1,251,410	1,209,000	1,209,300	1,212,600	1,211,000
Net Impact	(740,210)	(689,500)	(686,300)	(685,400)	(683,800)
General and Enterprise Combined					
Operating Revenues	1,648,100	1,159,700	1,240,800	1,345,000	1,344,900
Operating Expenditures	871,100	885,100	891,100	898,200	898,200
Capital Expenditures	229,800	233,400	211,100	162,200	125,500
Debt Service	1,179,000	1,180,000	1,180,000	1,180,000	1,180,000
Total Expenditures	2,279,900	2,298,500	2,282,200	2,240,400	2,203,700
Combined Net Impact	(631,800)	(1,138,800)	(1,041,400)	(895,400)	(858,800)
Other Sources of Funds					
Fund Balances					
District Operating	116,000				
District Debt Service		800,000	200,000		
Adjusted Net Impact	(515,800)	(338,800)	(841,400)	(895,400)	(858,800)

* Based on the fund balances as reported in the most recent audit reports and the assumption that these balances would be available at time of annexation.

FIRST COLONY MUNICIPAL UTILITY DISTRICT NO. 8

AREA ANALYSIS

FC MUD 8 was created in February 1984. The district boundaries are Oyster Creek on the west, American Canal on the north, Dulles Avenue on the east, and SH 6 on the south. FC MUD 8 is contiguous to the city limits of the City of Sugar Land. The total acreage within the district is 614 acres, of which 428 acres are developable, and has a current estimated population of 507.

The district also lies within the 9,300 acre master planned development of First Colony. The subdivisions of Sugar Crossing and Riverbend North and South are currently being developed. Plans for development of the commercial and residential developments in The Plantation at First Colony are incomplete at this time. There are 145 single family residences with many more under construction.

The estimated 48 acres of commercial development is undeveloped with the exception of a service station tract at SH 6 and Dulles Avenue. No schools or public parks are currently located in the district.

DEMOGRAPHIC ANALYSIS

FC MUD 8 is just beginning to be developed. The current number of homes in the area is approximately 11 percent of the estimated total number to be built in the area. The ethnic population is estimated based on the number of existing homes in the area using the methodology described in the general demographic section of this report. The following table presents the data for the district.

	<u>Current (11% Build Out)</u>	<u>Projected at 100% Build Out</u>
RESIDENCES		
Single Family	145	1,254
Multi-Family	0	0
Total	145	1,254
POPULATION*	507	4,389
ETHNICITY**		
White	57%	57%
Asian	29%	29%
Hispanic	10%	10%
Black	5%	5%

*Population estimates are based on 3.5 persons per single family residence and 2.4 persons per multi-family residence and a 97 percent occupancy rate.

**Based on Fort Bend Independent School District data on 42 residences (29 percent of current total residences in the area).

Even though the district is not close to build out the current ethnic distribution is similar to the two contiguous districts, FBC MUD 16 and FC MUD 1. It is assumed that the district will develop in a similar manner to one of the adjacent districts and maintain a similar ethnic distribution. When compared with the City, the White population is lower but the Asian population is higher. As with the other districts, the combined White and Asian percentage is comparable to the City percentage at 89 percent. The Black population percentage of 5 percent compares to the City percentage of 4.2 percent. The Hispanic population however shows a higher percentage of 10 percent in the small sample data as compared with the City percentage (7.2 percent).

FISCAL ANALYSIS

The following summary of financial data regarding FC MUD 8 has been taken from the District's Comprehensive Annual Financial Report for the Year Ended September 30, 1988, the 1988 certified appraisal rolls and records of the Fort Bend County Central Appraisal District.

Average Annual Debt Service	\$ 234,289
Average Annual Debt Service Next Five Years	215,020
Total Outstanding Debt as of September 30, 1988	2,200,000
Total Principal and Interest Requirements, September 30, 1988	5,857,219
Bonds Authorized, Unissued	11,800,000
1988 Tax Rate	.87/100
1988 Net Assessed Valuations	25,857,630
1988 Net Tax Levy	224,961
Water Base Rate	6.00
Water Variable Rate	1.05/1000
Wastewater Base Rate	6.00
Wastewater Variable Rate	1.45/1000
% of Development	11%
% of Build Out	11%
Refunding Issue Date	None

The table at the end of this section summarizes the estimated revenues and expenditures the City could reasonably expect upon annexation of this district. The estimated amounts are based on the results of the SLFIS. The assumptions relating to the data and the adjustments are presented in the Fiscal Impact section of this report.

The district analysis indicates annexation of this area represents an increase of 8.6 percent in land area for the City and an increase of 2.8 percent in actual population.

The fiscal analysis indicates that the district will support itself under the current revenue structure of the City. The tax base of the district will support the basic public services to be provided to the district and user charges are adequate to meet the current operating, capital and debt service requirements. The major financial consideration in annexation of this district is the status of construction of water, sewer, drainage and streets in the district. These facilities have not been funded nor constructed by the developer and are not scheduled in the immediate future. If this area were annexed the City would have to address a utility extension policy for water, sewer and drainage facilities.

FISCAL IMPACT SUMMARY
FIRST COLONY MUNICIPAL UTILITY DISTRICT 8

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
General Fund					
Operating Revenues	262,000	368,000	619,000	859,000	1,094,000
Operating Expenditures	64,000	178,000	305,000	431,000	560,000
Capital Expenditures	84,000	202,000	230,000	230,000	233,000
Debt Service	66,340	66,650	66,650	66,650	75,000
Total Expenditures	214,340	446,650	601,650	727,650	868,000
Net Impact	47,660	(78,650)	17,350	131,350	226,000
Enterprise Fund					
Operating Revenues	58,000	160,000	273,000	387,000	502,000
Operating Expenditures	21,000	57,000	97,000	138,000	179,000
Capital Expenditures	8,000	14,000	15,000	15,000	15,000
Debt Service	147,660	148,350	148,350	148,350	148,350
Total Expenditures	176,660	219,350	260,350	301,350	342,350
Net Impact	(118,660)	(59,350)	12,650	85,650	159,650
General and Enterprise Combined					
Operating Revenues	320,000	528,000	892,000	1,246,000	1,596,000
Operating Expenditures	85,000	235,000	402,000	569,000	739,000
Capital Expenditures	92,000	216,000	245,000	245,000	248,000
Debt Service	214,000	215,000	215,000	215,000	215,000
Total Expenditures	391,000	666,000	862,000	1,029,000	1,202,000
Combined Net Impact	(71,000)	(138,000)	30,000	217,000	394,000
Other Sources of Funds					
Fund Balances					
District Operating					
District Debt Service					
Adjusted Net Impact	(71,000)	(138,000)	30,000	217,000	394,000

IN-CITY MUNICIPAL UTILITY DISTRICTS

There are five in-city MUDs which are identified as FC MUD 7, FBC MUD 21, FBC MUD 27, FBC MUD 28, and ER MUD. Each of these districts were created in accordance with the Texas Water Code Chapter 54 and all are entirely located within the boundaries of the City. These districts were created to provide a water distribution system, sanitary sewer collection system and a drainage system to serve the area within the District. Once the districts system is constructed and accepted by the City, the system becomes the responsibility of the City.

The following schedule is a summary of financial data regarding the districts.

	FBC MUD 21	FBC MUD 27	FBC MUD 28	ER MUD	FC MUD 7
1988 Tax Rate	0.39	0.80	1.05	1.80	0.89
1988 Net Assessed Valuation	147,224,940	55,356,710	78,614,485	55,590,300	15,572,120
1988 Net Tax Levy	574,177	442,854	825,452	1,000,625	138,592
Average Annual Debt Service	1,011,901	508,450	947,251	1,126,623	192,237
Average Annual Debt					
Next Five Years	1,010,500	522,005	1,041,491	1,182,675	175,800
Outstanding Principal					
as of 9-30-88	7,440,000	3,525,000	8,515,000	10,225,000	1,650,000
Total Outstanding Principal					
& Interest as of 9-30-88	14,212,944	6,403,075	19,721,390	26,538,087	3,504,000
Authorized, Unissued Bonds	25,185,000	2,875,000	4,385,000	10,435,000	5,650,000
Reimbursement Due Developer	1,475,000	745,000	Not Available	Not Available	Not Available

As can be determined by the amount of authorized, but unissued debt of the districts, each is in a different stage of development.

The City Council and the property owners in the districts have expressed interest in dissolution of the districts to provide tax relief and taxation equity. If a district were dissolved, the City would become responsible for the outstanding debt obligations of the district. This debt legally becomes a tax obligation of the City. However, through transfers from the Enterprise Fund, the City can support all or any portion of the debt service requirements.

The City has entered into utility agreements with each in-city district that provide for tax rebates, water reimbursements and sewer reimbursements.

The following table shows the amounts the City rebated to the districts during the last fiscal year.

	<u>TAX</u>	<u>WATER</u>	<u>SEWER</u>
FBC MUD 21	\$ 348,206	\$ 0	\$ 0
FBC MUD 27	30,776	6,118	0
FBC MUD 28	41,359	12,079	0
ER MUD	27,262	36,988	90,754
FC MUD 7	0	0	0

If the City were to fund the debt obligation through the tax rate, following the existing rate structure, the increase required for all districts currently is approximately \$0.23. If the City were to fund the obligation through the tax and utility rates using the 31/69 split, the increase in the tax rate is estimated to be \$0.076 and the total increase in utility rates would be \$27.00.

To minimize the impact of dissolution, a phasing plan could be utilized whereby the City would dissolve only one district in any given year. During this phasing plan consideration may be given to increasing the amount of tax rebates to the districts to provide tax relief. A fifty percent increase to the residential districts would not substantially impact the City. The business and industrial park, FBC MUD 21, rebate of one half of all taxes collected, should not be changed. The City should work with the developer to ensure continued economic development in this area.

IMPLEMENTATION AND CONCLUSION

IMPLEMENTATION

The Annexation Management Study has identified the existing needs of the City and preliminarily defined the physical, demographic, and fiscal character of each of the areas under consideration. The fiscal analysis, performed using the fiscal impact system, shows the impact of each area. The responsibility of staff, as directed by City Council, is to present the facts and provide guidance in the management of the annexation process in conformance with the annexation policy.

The development character of each area included in this report is considered desirable for inclusion in the City. The demographic analysis indicates no grouping of minorities in specific areas, an ethnic composition that is not considerably different than the existing City composition, and no apparent dilution of the ethnic populations. However, when any area is annexed consideration must be given to overall City redistricting.

The Charter of the City of Sugar Land currently specifies election of three at-large council positions in even numbered years and the mayor and three district council positions in odd numbered years. An annexation in an odd year would be followed by an at-large election allowing one full year for redistricting considerations. An annexation in an even year would be followed by a district member election in May. An even year annexation would limit the amount of time allowable for redistricting, therefore, these annexations should be completed in early October.

The City has accumulated and is limited to the 30 percent maximum area for annexation which would allow the annexation of a maximum of 2,100 acres in one year. In addition, the City must annex land that is contiguous to its boundaries. Three of the areas considered have boundaries that are contiguous with the City, FBC MUD 16, FC MUD 1 and FC MUD 8. The fourth area FBC MUD 12 must either be considered with another area or not considered until it adjoins the corporate limits.

The annexation of large or multiple districts could have a definite effect on the logistics of expansion of City services to the areas. Provision of quality services in an efficient and orderly manner would be difficult considering the large land area and the large population base.

Annexation through a phasing plan would minimize logistical and fiscal impacts as well as achieve compliance with all legal requirements. A recommended plan would be to

annex FBC MUD 16 first, followed by the annexation of FBC MUD 12 and FC MUD 1 in subsequent years. Any phasing plan chosen should expand the City's service base in an orderly manner. Proposed funding alternatives for the anticipated financial impacts of annexation includes the use of the districts' or City's fund balances during the first years of annexation and a combination of revenue increases in future years. Therefore, the City's existing tax rate could possibly be maintained at \$0.48 and not increased unless required by the issuance of additional bonds. The existing debt structure and tax rate of the City can support an additional annual debt service payment of \$450,000 beginning in the year 1991. The current in-city infrastructure needs could be funded for the most part through this change in debt service requirements.

After completing the initial annexation plans for selected MUDs, the City could then examine the feasibility of dissolution of the in-city districts. Until that time some consideration could be given to increasing the tax rebates to the district to provide additional tax relief to those taxpayers. Dissolution of the districts would require the City to assume the bonded indebtedness of the districts and cause an increase in the tax rate of the city unless the overall tax base or other revenues of the city were to increase substantially. If, at the end of the three year period, the "mall" or the industrial park were developed, this increase in the tax base could be expected to help offset the cost of dissolution.

Increases in revenues must be weighed against the long term benefit to the City. The existing need for repair to the aging infrastructure must be considered along with annexation decisions. Additional revenue sources to fund both the repairs and annexation are capital recovery or impact fees, assessments for street improvements, adjustments to user fees and increasing the tax base through economic development. Economic development of the business park and other commercial and industrial areas expands, diversifies and strengthens the tax base which results in a long term positive impact.

The effective implementation of an annexation plan will require the active leadership and participation of the City. Planning and providing the public with accurate, reliable and timely information will minimize any potential controversies at the time of annexation. Recognition of long term City goals and a fiscal plan to minimize the impact of any annexation is much more desirable for all citizens.

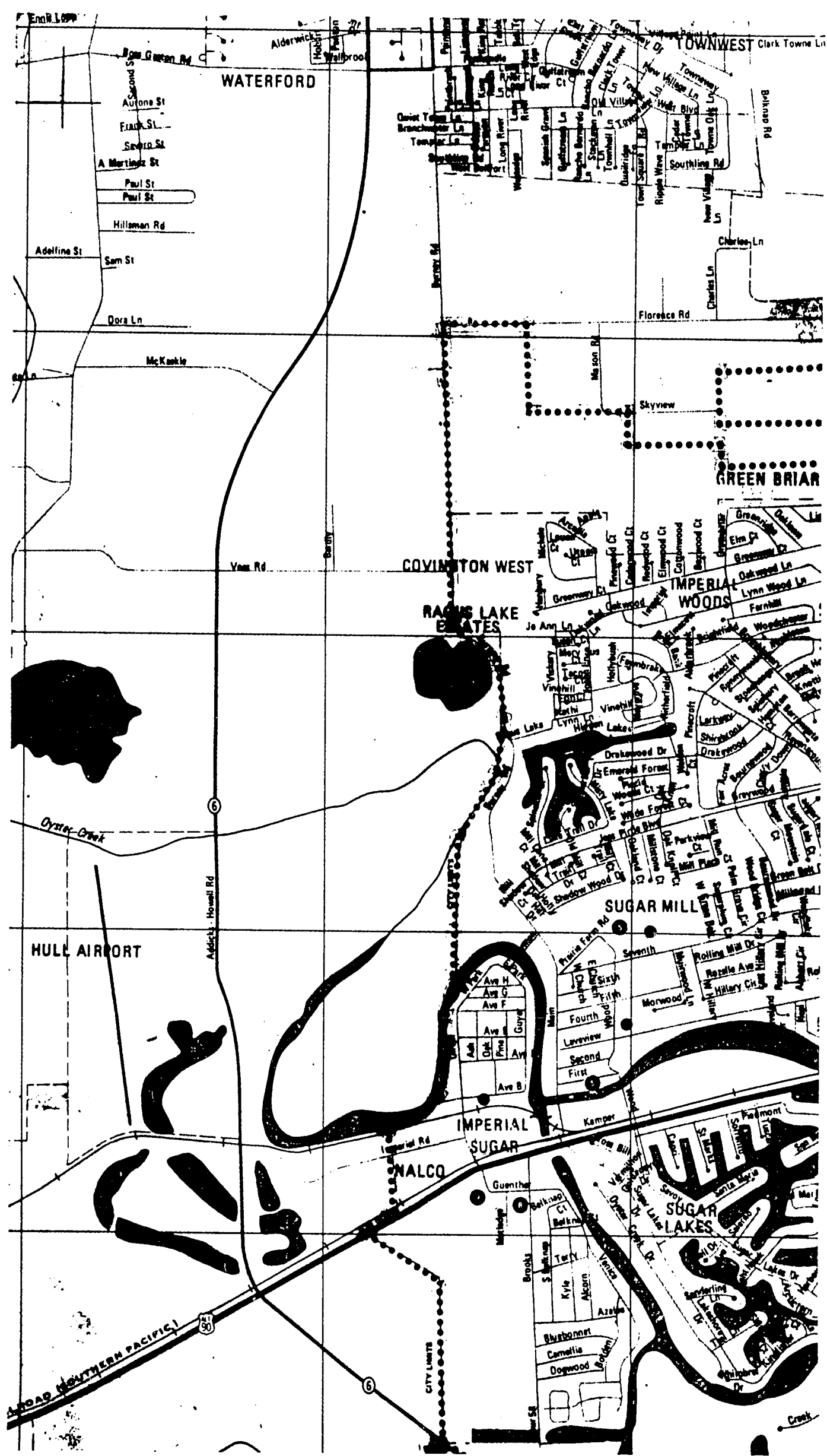
CONCLUSION

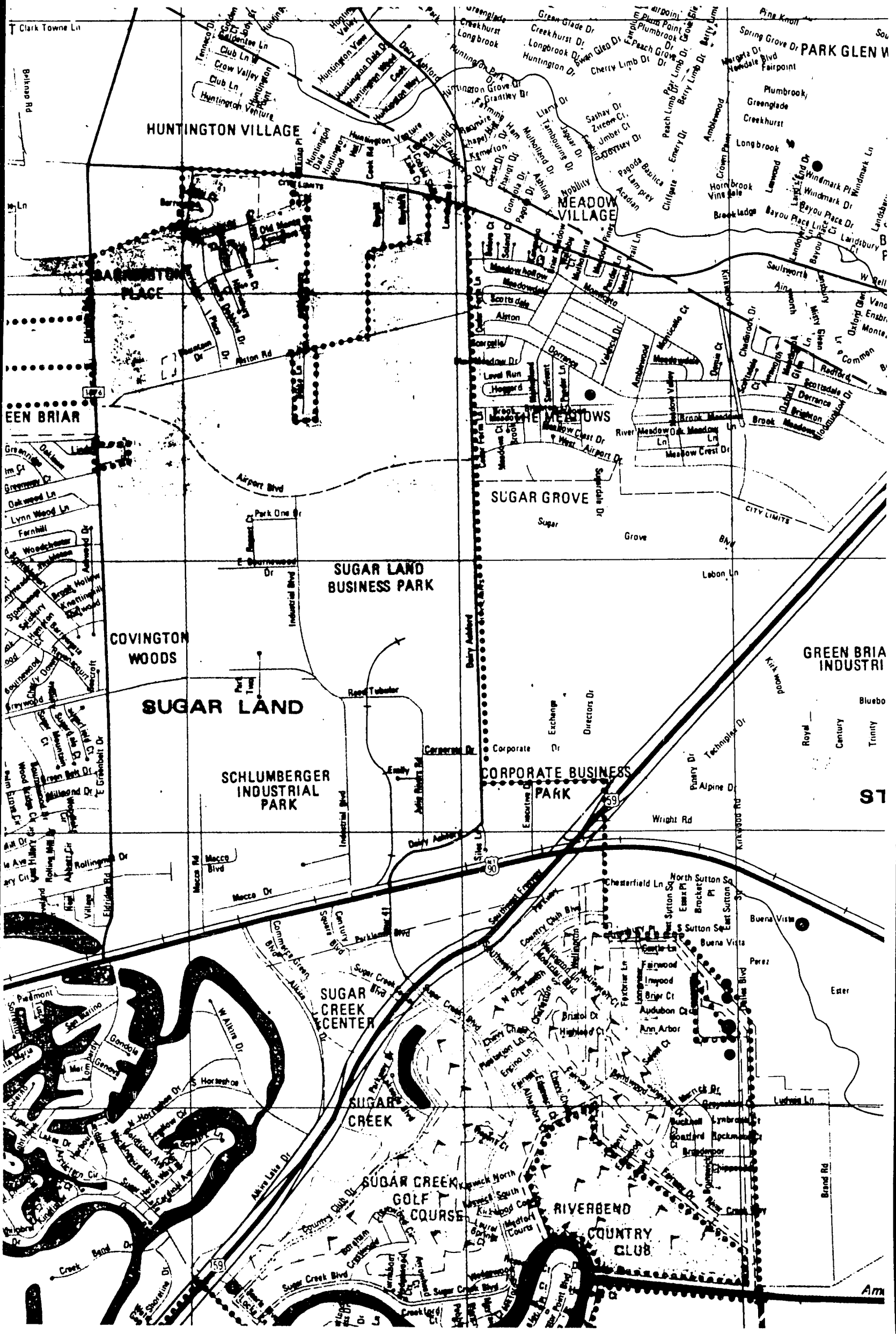
The annexation policy, as adopted by the City Council dictates a positive approach toward annexation. This study presents the fiscal impact of each proposed area evaluated. The Annexations should be phased to minimize the logistical and fiscal impacts on the City and District residents. Good public relations should be maintained with areas in the City and the ETJ. The success of the annexation of Sugar Land's ETJ is contingent upon the leadership that the City will provide throughout the process.

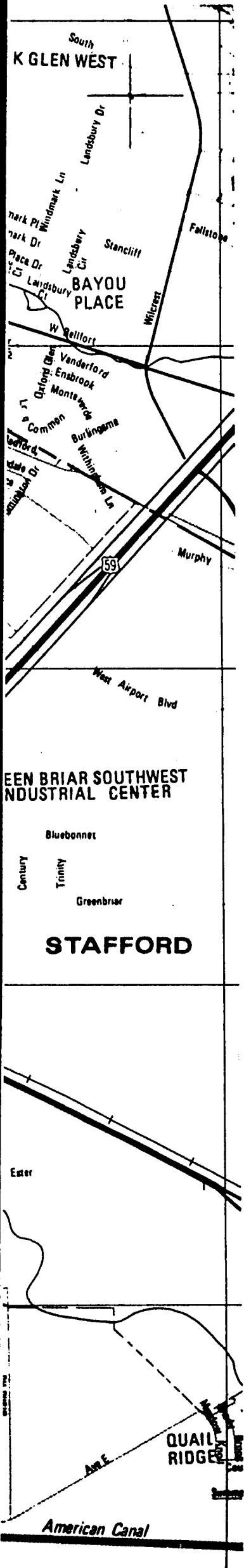
Based on the information presented in this study or otherwise available, the Council will deliberate over annexation. If Council chooses to annex any area or areas, staff will continue with detailed analysis of the proposed area of annexation. State law dictates that a service plan be developed, that public hearings be held regarding the annexation and that the reading of the annexation ordinance must be completed within the statutory requirements set out. Logically, during the process that is dictated by law, the City would supply reliable information to the public, prepare a budget for providing services and begin to build a staff to provide the additional services required for the area.

The success of meeting the long term annexation goals of the City is dependent on the accomplishment and resulting impact of each annexation. Sugar Land has experienced success with each of the previous annexations of populated areas. The City should provide planning and follow a deliberate approach toward annexation. Dedicated effort on the part of all parties affected has generally been the key to previous successful annexation. The prescription for future annexations must be the same in order for Sugar Land to continue to grow.

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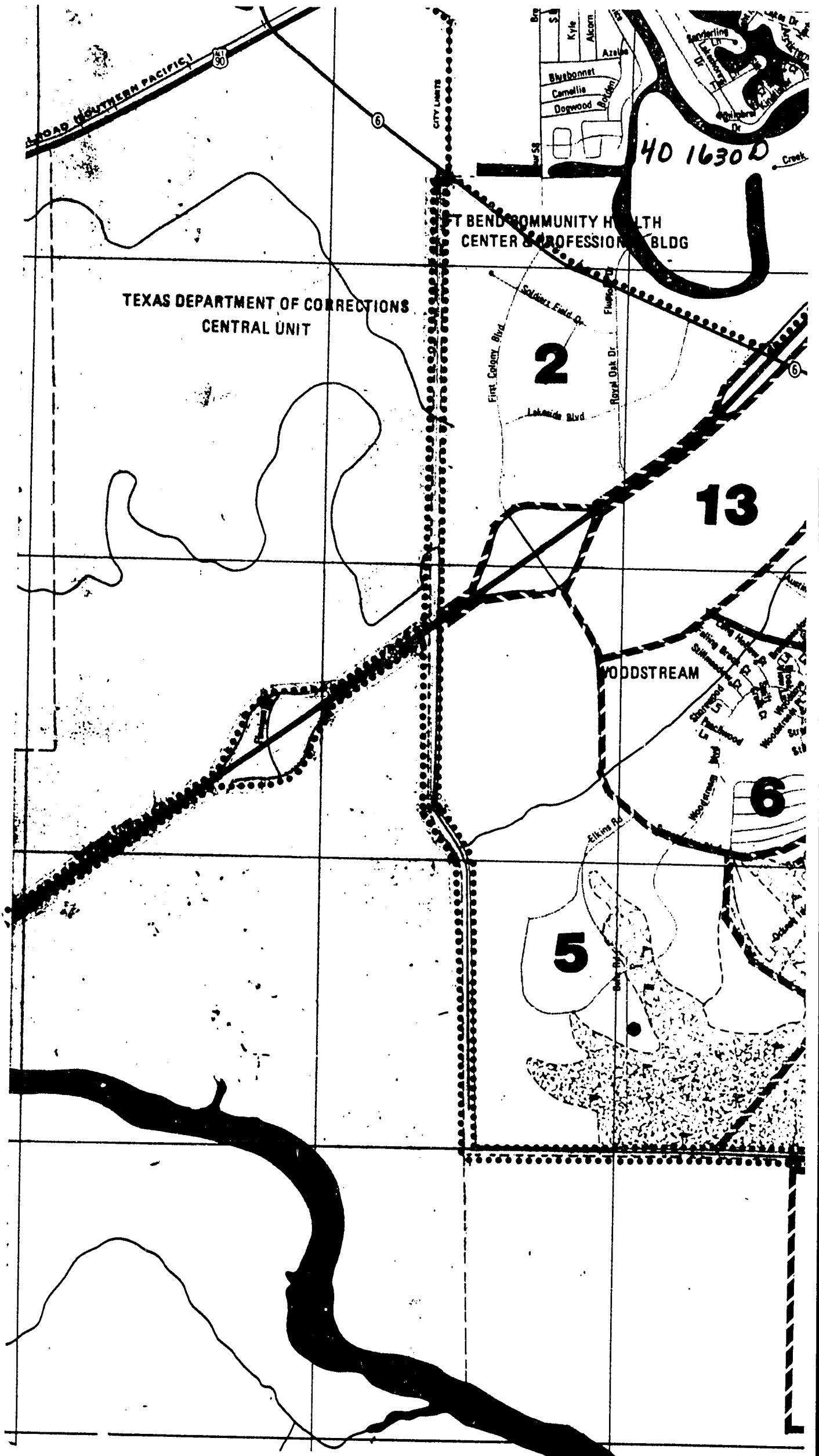


LEGEND

- CITY LIMITS
- M.U.D. BOUNDARY



APPROXIMATE SCALE: 1" = 2000'



TEXAS DEPARTMENT OF CORRECTIONS
CENTRAL UNIT

FT BEND COMMUNITY HEALTH
CENTER & PROFESSIONAL BLDG

2

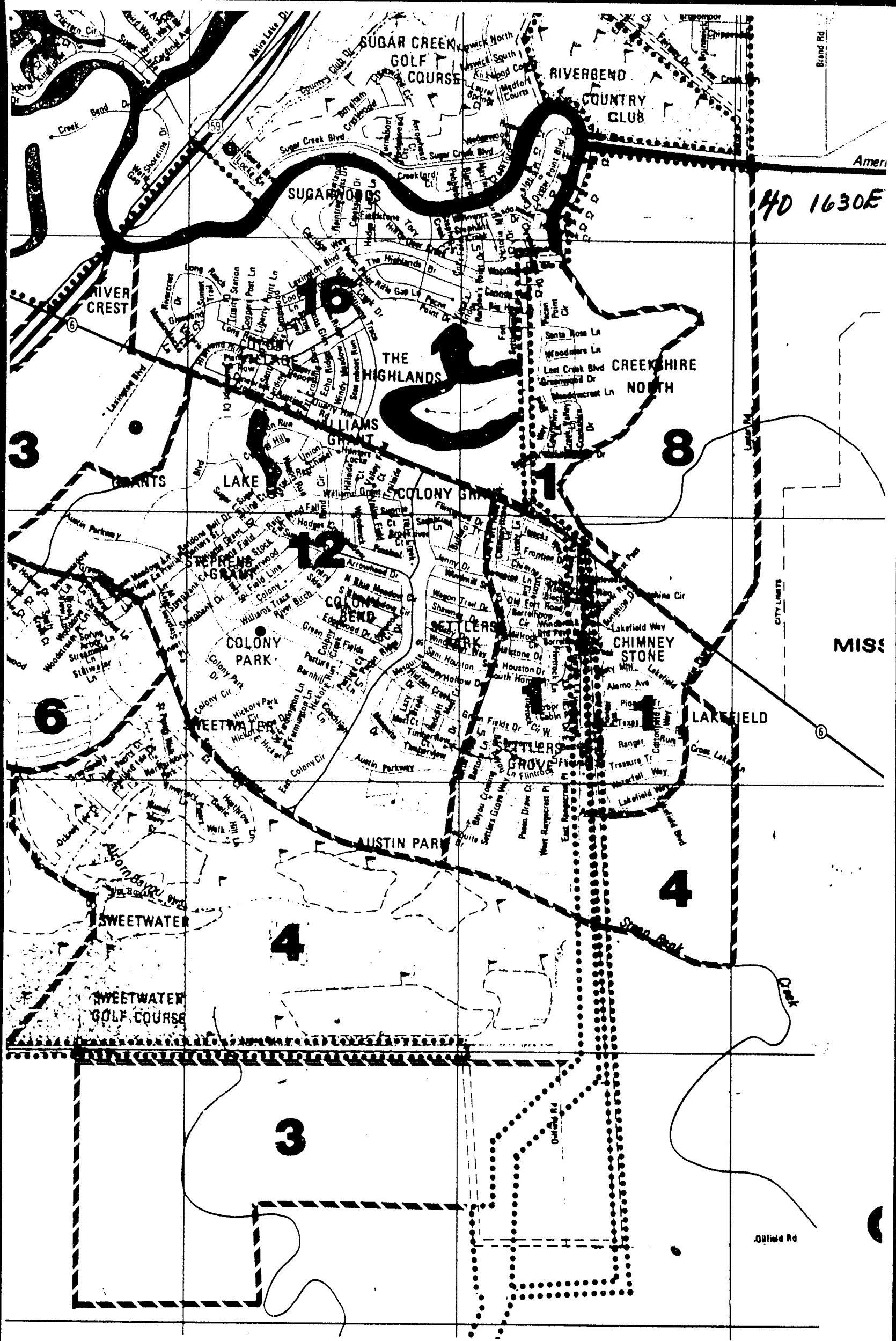
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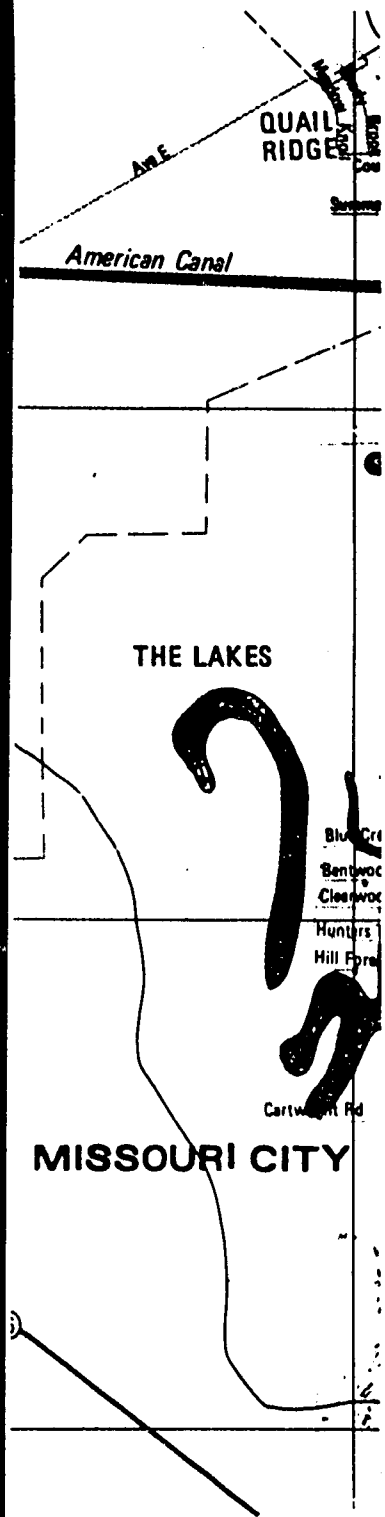
WOODSTREAM

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APPROXIMATE SCALE: 1" = 2000'

EXHIBIT "A"

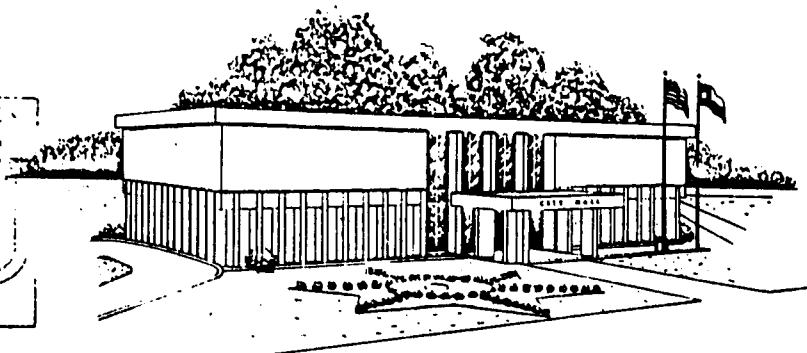
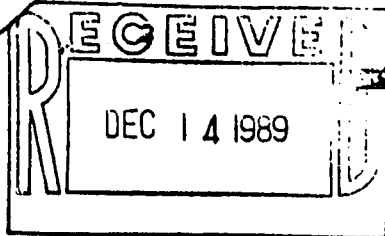
MUNICIPAL UTILITY DISTRICTS

IN THE

SUGAR LAND E.T.J.

CITY OF SUGAR LAND, TEXAS

APRIL, 1989



15
40 1631

AS PER ORIGINAL

City of Alvin

DECEMBER 12, 1989

MR. RON DRACHENBERG
FORT BEND COUNTY
P. O. BOX 1449
ROSENBERG, TX 77471-1449

*Delivered
12/12/89*

DEAR MR. DRACHENBERG:

THANK YOU FOR YOUR INTEREST IN THE CITY OF ALVIN SOLID WASTE DISPOSAL FACILITY. WE HAVE ATTACHED A MAP FOR YOUR CONVENIENCE TO SHOW OUR NEW LOCATION.

OUR NEW SOLID WASTE FACILITY HAS NEWLY PAVED ROADS WHICH WILL PROVIDE BETTER ACCESS IN ALL TYPES OF WEATHER. IT IS EASILY ACCESSIBLE FROM BOTH HWY. 288 AND HWY. 35 BYPASS. THE RATES ARE THE SAME AS THE OLD LANDFILL, \$2.35 PER CUBIC YARD FOR LOOSE MATERIAL AND \$2.75 PER CUBIC YARD FOR COMPACTED MATERIAL. THE HOURS OF OPERATION FOR OUR FACILITY ARE 7:00 A.M. TO 4:00 P.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:00 P.M. ON SATURDAY. OUR FACILITY WILL BE OPEN ON MOST HOLIDAYS AND EXTENDED HOURS OF OPERATION ARE POSSIBLE. (WE WILL BE CLOSED FOR CHRISTMAS DAY, DECEMBER 25, 1989, AND FOR NEW YEAR'S DAY, JANUARY 1, 1990.)

WE WOULD LIKE TO INVITE YOU TO VISIT OUR NEW FACILITY AND TO CONSIDER LETTING US PROVIDE YOU WITH A CONVENIENT DISPOSAL SITE. I ALSO HAVE ATTACHED A CREDIT APPLICATION SO THAT WE MAY PROVIDE YOU WITH A CHARGE ACCOUNT FOR YOUR COMPANY. PLEASE RETURN THE COMPLETED APPLICATION, ALONG WITH A \$100 DEPOSIT, AND AFTER VERIFYING THIS INFORMATION, WE WILL SET UP AN ACCOUNT FOR YOUR COMPANY AND YOU WILL BE BILLED MONTHLY FOR YOUR USE OF OUR LANDFILL.

WE LOOK FORWARD TO PROVIDING YOU WITH A CONVENIENT AND ECONOMICAL DISPOSAL FACILITY. IF YOU NEED ANY ADDITIONAL INFORMATION, PLEASE FEEL FREE TO CALL ME AT (713)831-8314.

SINCERELY,

Phillip J. Webb
PHILLIP J. WEBB
SANITATION SUPERINTENDENT

Attachments: Map
Credit Application

216 W. Sealy Alvin, Texas 77511 713-585-6165

40 1632

AS PER ORIGINAL

CITY OF ALVIN
TYPE I MUNICIPAL SOLID WASTE DISPOSAL FACILITY

LANDFILL LOCATION:

11703 COUNTY ROAD 38, FOUR (4) MILES NORTH OF
P.M. 1462, ALVIN, TEXAS

LANDFILL HOURS:

7:00 A.M. TO 5:00 P.M. - MONDAY THROUGH FRIDAY
7:00 A.M. TO 3:00 P.M. - SATURDAY

DUMPING FEES:

\$5.00 PER LOAD FOR A PICKUP LOAD, TWO-WHEEL
UTILITY TRAILER LOAD OR LESS

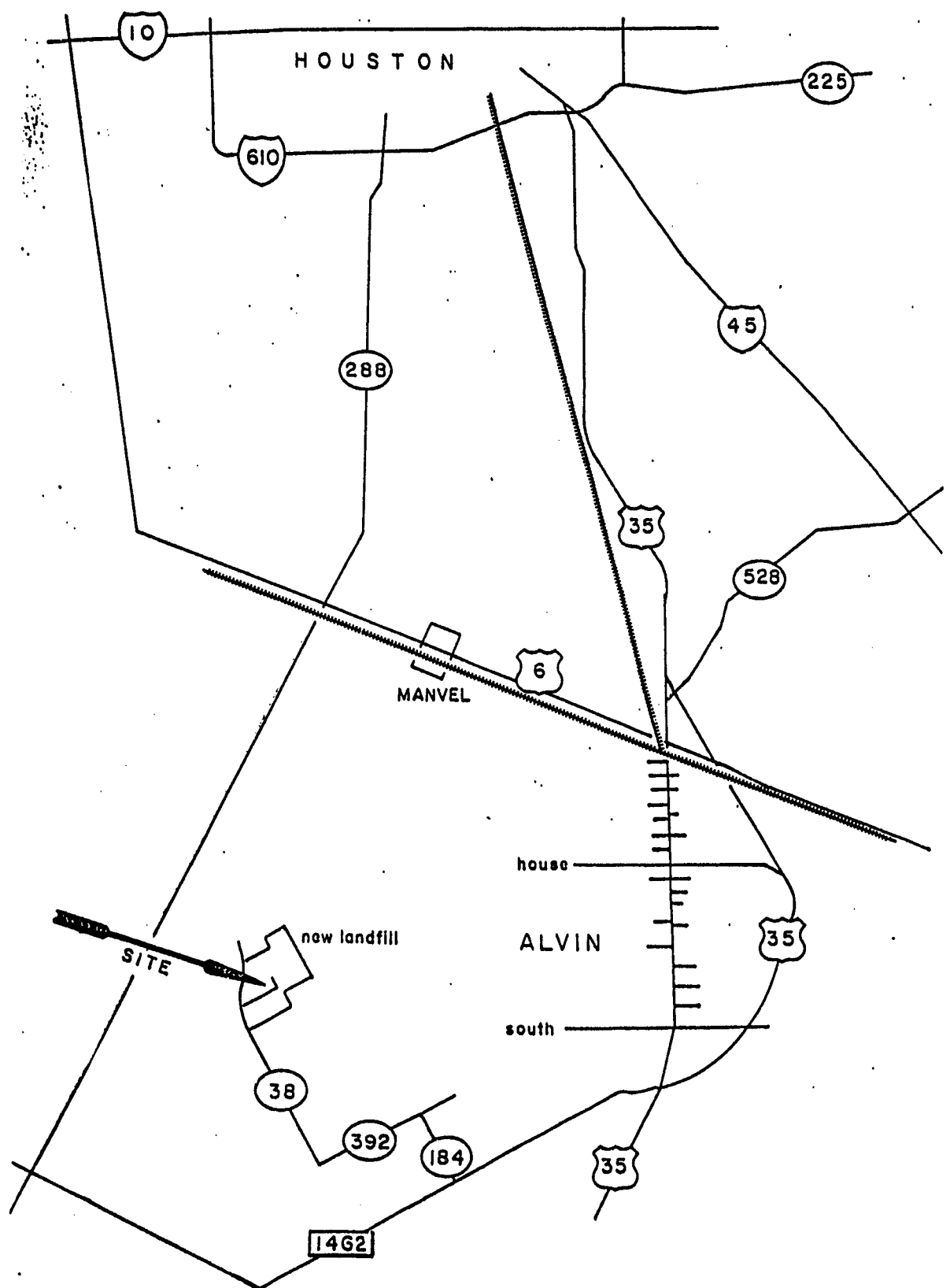
\$2.75 PER CUBIC YARD OF COMPACTED MATERIAL
MULTIPLIED BY THE AVAILABLE CAPACITY
OF THE CARRIER OR VEHICLE

\$2.35 PER CUBIC YARD OF LOOSE MATERIAL
MULTIPLIED BY THE AVAILABLE CAPACITY
OF THE CARRIER OR VEHICLE

THE FOLLOWING ITEMS CANNOT BE DISPOSED OF AT OUR CITY
LANDFILL: TIRES, VEHICLE BODIES, VEHICLE BATTERIES,
AND HAZARDOUS WASTE.

FOR FURTHER INFORMATION REGARDING THE LANDFILL, CONTACT
PHILIP J. WOOD, SANITATION SUPERINTENDENT, CITY OF ALVIN,
AT 713/341-8314 OR 713/585-6135, EXT. 60, OR THE LANDFILL
GATE ATTENDANT'S OFFICE AT 713/585-6003.

AS PER ORIGINAL



TRICIL ENVIRONMENTAL RESPONSE INC.
P. O. BOX 19529 HOUSTON, TEXAS 77224
APPLICATION FOR CREDIT

General InformationDate: 12-19-89Company Name: FT. BEND CO. ENGR. DEPT Telephone: 713-342-3039

Type of Entity: Corporation Partnership Proprietorship When Established: _____

Former Business Name/Assoc. Co. _____

Mailing Address: PO Box 1449Street Address: 3403 AVE "F" ROSENBERG, TX 77471Banking InformationBank Name: NICNB
RICHMOND

Officer's Name _____

Account# _____

Officer/Owner InformationName/Title: RON DRACHENBERG
COUNTY ENGRName/Title: JODIE STAVINOH
COUNTY JUDGE

Home Address: _____

Home Address: _____

City/State/Zip: ROSENBERG, TX 77471City/State/Zip: 500 JACKSON, RICHMOND TX
77469

Home Phone: _____

Home Phone: _____

Social Security # _____

Social Security # _____

Driver's License # _____

Driver's License # _____

A certificate of exemption must be received by us for each tax exempt project and a copy of your contract and bond. Please attach a copy of your most recent financial statements.

Trade References

	<u>Name</u>	<u>Address</u>	<u>Phone #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Bonding Information

Company: _____ Agent: _____ Phone # _____

TRICIL ENVIRONMENTAL RESPONSE INC.

Page 2

40 1635

Agreed Payment Terms: Net 10th Prox.

I/We the below signed do acknowledge and accept the above named company's terms that all invoices are due and payable on the 10th prox. and that interest may be charged on all past due, at the maximum allowed by law. It is expressly agreed that all obligations of the parties created herein are performable and shall have venue in Harris County, Texas. The applicant expressly represents that the services or goods purchased herein are not intended primarily for personal, family, household or agricultural use.

Judith E. Starnin *Harris County Judge* *12/19/89*
 Authorized Officer and Title Date

In consideration of goods being sold on open account to the above named firm, I personally guarantee all indebtedness hereunder. I further agree that this guarantee is an absolute completed and continuing one, and no notice of the indebtedness already or hereafter contracted need be given. The terms may be rearranged, extended and/or renewed without notice to me. That I will, within five (5) days from date of notice that the account is past due, pay the amount due.

_____	_____	_____
Guarantor	Driver's License Number	Date
_____		_____
Address		Telephone Number
_____	_____	_____
Guarantor	Driver's License Number	Date
_____		_____
Address		Telephone Number

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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

AS PER ORIGINAL

- ___ a. Maintenance, repair and construction of streets, roads, and drainage;
- ___ b. The enforcement of health regulations;
- ___ c. The enforcement of animal control;
- XXXX d. Housing of city prisoners in jail.
2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, and must be renewed annually thereafter.
5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 13th day of December, 1989.

CITY OF PLEAK

By: William Ponsik
MAYOR

ATTEST:

Manga Kronel
CITY SECRETARY

SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF 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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

AS PER ORIGINAL

~~XXXX~~ a. Maintenance, repair and construction of streets, roads, and drainage;

X b. The enforcement of health regulations;

X c. The enforcement of animal control;

~~XXXX~~ d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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 11th day of December, 1989.

CITY OF KENDLETON

BY: E. L. Money Mayor Pro Tem
MAYOR

ATTEST:

Maryline D. Duncan
CITY SECRETARY

SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF 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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XXXX a. Maintenance, repair and construction of streets, roads, and drainage;
- ___ b. The enforcement of health regulations;
- ___ c. The enforcement of animal control;
- XXXX d. Housing of city prisoners in jail.
2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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 12th day of December, 1989.

CITY OF ROSENBERG

By: Larry Wilkinson, Jr.

MAYOR

ATTEST:

Susan Crim
CITY SECRETARY

SIGNED this _____ day of _____, 19____.

COUNTY OF FORT BEND

By: _____

JODIE E. STAVINOKA, 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
CITY OF ROSENBERG

This interlocal agreement is entered into between the FORT BEND COUNTY DRAINAGE DISTRICT, hereinafter referred to as "Drainage District", and the CITY OF ROSENBERG, hereinafter referred to as "City".

WHEREAS, Drainage District and City entered into that certain interlocal agreement for the calender year 1989 for various county services; and,

WHEREAS, the City and Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1989; 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 City for the calendar year 1989 is hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

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 1989 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, 1990, 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 12th day of December, 1989.

CITY OF ROSENBERG

By: *Larry R. Williams*

MAYOR

ATTEST:

Susan Crim
CITY SECRETARY

SIGNED this 2ND day of JANUARY, 1990.

COUNTY OF FORT BEND

By: *Jodie E. Stavinoha*

JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
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 calender year 1989 for various county services; and,

WHEREAS, the City and Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1989; 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 City for the calendar year 1989 is hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

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 1989 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, 1990, 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 11th day of December, 1989.

CITY OF KENDLETON

By: E. Lynn Money Mayor Pro Tem
MAYOR

ATTEST:

Maxine Fleuren
CITY SECRETARY

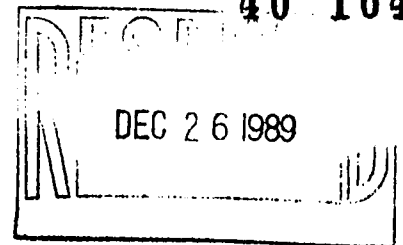
SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK



THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XXXX 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 1989 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, 1990, 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 12TH day of DECEMBER, 1989.

KENDLETON INDEPENDENT SCHOOL DISTRICT

By: Mary F. Branton
CHAIRMAN OF TRUSTEES

ATTEST:

Phyllis D. Rodger
SECRETARY

SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF 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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XXXX 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 1989 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, 1990, 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 14 day of December, 1989.

APPROVED:

CITY OF KATY

[Signature]
City Attorney

By: Ward Slawson

MAYOR

ATTEST:

Virginia Maddox
CITY SECRETARY

SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
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 calender year 1989 for various county services; and,

WHEREAS, the City and Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1989; 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 City for the calendar year 1989 is hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

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 1989 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, 1990, 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 14 day of December, 19 89.

APPROVED:

CITY OF KATY

[Signature]
City Attorney

By: Ward Stanley

MAYOR

ATTEST:

Virginia Hodges
CITY SECRETARY

SIGNED this 2 day of January, 19 90.

COUNTY OF FORT BEND

By: Jobie E. Stavinoha

JOBIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

RESOLUTION NO. R-89-47


A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND FORT BEND COUNTY, TEXAS FOR HOUSING PRISONERS AND ROADWAY MAINTENANCE, REPAIR AND CONSTRUCTION.

* * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

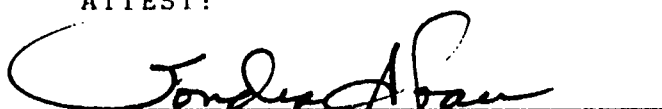
Section 1. That the Mayor be, and he is hereby, authorized to execute for and in behalf of the City of Missouri City, Texas, and the City Secretary be, and she is hereby, authorized to attest, an interlocal agreement by and between the City of Missouri City, Texas, and Fort Bend County, Texas, for housing prisoners and roadway maintenance, repair and construction. A copy of such interlocal agreement is attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 18th day of December, 1989.




Mayor

ATTEST:



City Secretary

APPROVED AS TO FORM:



City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF MISSOURI CITY

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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

XXXX a. Maintenance, repair and construction of streets, roads, and drainage;

_____ b. The enforcement of health regulations;

_____ c. The enforcement of animal control;

XXXX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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 18th day of December, 1989.

CITY OF MISSOURI CITY

By: 
MAYOR

ATTEST:


CITY SECRETARY

SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

By: 

JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:


DIANNE WILSON, COUNTY CLERK

RESOLUTION NO. R-89.46

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND FORT BEND COUNTY DRAINAGE DISTRICT FOR DRAINAGE MAINTENANCE, REPAIR AND CONSTRUCTION.

* * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That the Mayor be, and he is hereby, authorized to execute for and in behalf of the City of Missouri City, Texas, and the City Secretary be, and she is hereby, authorized to attest, an interlocal agreement by and between the City of Missouri City, Texas, and Fort Bend County Drainage District for drainage maintenance, repair and construction. A copy of such interlocal agreement is attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 18th day of December, 1989.



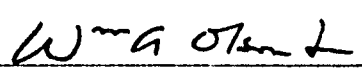
Mayor

ATTEST:



City Secretary

APPROVED AS TO FORM:



City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
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 calender year 1989 for various county services; and,

WHEREAS, the City and Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1989; 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:

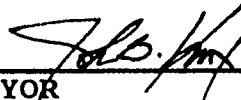
1. The hereinafter described interlocal agreement entered into between the Drainage District and City for the calendar year 1989 is hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

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 1989 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, 1990, 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 18th day of December, 1989.

CITY OF MISSOURI CITY

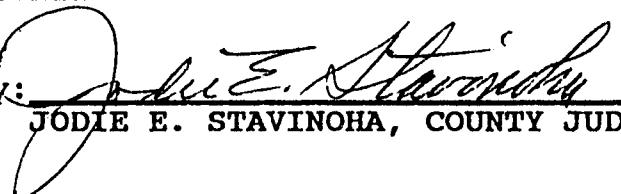
By: 
MAYOR

ATTEST:

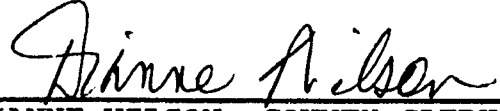

CITY SECRETARY

SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

By: 
JODIE E. STAVINOKA, 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 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 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XXXX a. Maintenance, repair and construction of streets, roads, and drainage;
- XXXX b. The enforcement of health regulations;
- c. The enforcement of animal control;
- XXXX d. Housing of city prisoners in jail.
2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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 19th day of December, 1989.

CITY OF SUGAR LAND

By: [Signature]
MAYOR

ATTEST:

[Signature]
CITY SECRETARY

SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

By: [Signature]
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

[Signature]
DIANNE WILSON, COUNTY CLERK

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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

XXXX a. Maintenance, repair and construction of streets, roads, and drainage;

XXXX b. The enforcement of health regulations;

 c. The enforcement of animal control;

XXXX d. Housing of city prisoners in jail.

2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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 19th day of December, 1989.

CITY OF SUGAR LAND

By: [Signature]

MAYOR

ATTEST:

[Signature]
CITY SECRETARY

SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

By: [Signature]

JOEIE E. STAVINOHA, COUNTY JUDGE

ATTEST:


[Signature]
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
COUNTY OF FORT BEND §
CITY OF SUGAR LAND §

I, Glenda Gundermann, City Secretary of the City of Sugar Land, Texas, hereby certify that the foregoing is the true, full and correct copy of Resolution No. 89-41 passed by the City Council of the City of Sugar Land, Texas, on the 19th day of December, 1989, and has been duly filed in the office of said City of Sugar Land, Texas.

GIVEN, under my hand and seal of said City of Sugar Land, Texas, this 21st day of December, 1989.

(SEAL)


Glenda Gundermann, City Secretary
City of Sugar Land, Texas

00220

CITY OF SUGAR LAND RESOLUTION NO. 89-41

A RESOLUTION PROVIDING FOR THE APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND FORT BEND COUNTY FOR VARIOUS SERVICES TO BE PROVIDED BY THE COUNTY INSIDE THE CITY LIMITS; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND, TEXAS:

That the proposed interlocal agreement between the City and the Fort Bend County for health services, maintenance, repair and construction of streets, and the housing of City prisoners in County jail, be and the same is hereby approved, and the Mayor is hereby authorized to execute and the City Secretary to attest said agreement on behalf of the City of Sugar Land, and to transmit the same to the Fort Bend County for appropriate action.

PASSED AND APPROVED this the 19th day of December, 1989.

APPROVED:

Lee Duggan
Lee Duggan, Mayor

ATTEST:

Glenda Gündermann
Glenda Gündermann, City Secretary

APPROVED AS TO FORM:

Teresa A. Stankis
Teresa A. Stankis
City Attorney

R046

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
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 calender year 1989 for various county services; and,

WHEREAS, the City and Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1989; 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 City for the calendar year 1989 is hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

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 1989 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, 1990, 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 19th day of December, 1989.

CITY OF SUGAR LAND

By: [Signature]

MAYOR

ATTEST:

[Signature]
CITY SECRETARY

SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

By: [Signature]

JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

[Signature]
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
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 calender year 1989 for various county services; and,

WHEREAS, the City and Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1989; 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 City for the calendar year 1989 is hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

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 1989 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, 1990, 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 19th day of December, 1989.

CITY OF SUGAR LAND

By: [Signature]
MAYOR

ATTEST:

[Signature]
CITY SECRETARY

SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

By: [Signature]
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

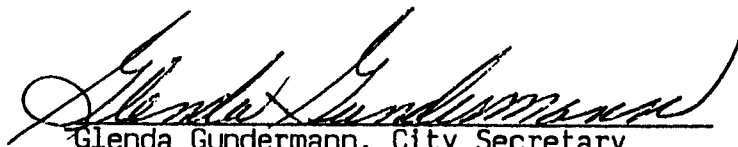
[Signature]
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
COUNTY OF FORT BEND §
CITY OF SUGAR LAND §

I, Glenda Gundermann, City Secretary of the City of Sugar Land, Texas, hereby certify that the foregoing is the true, full and correct copy of Resolution No. 89-40A passed by the City Council of the City of Sugar Land, Texas, on the 19th day of December, 1989, and has been duly filed in the office of said City of Sugar Land, Texas.

GIVEN, under my hand and seal of said City of Sugar Land, Texas, this 21st day of December, 1989.

(SEAL)


Glenda Gundermann, City Secretary
City of Sugar Land, Texas

00220

II-C

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CITY OF SUGAR LAND RESOLUTION NO. 89-40A

A RESOLUTION PROVIDING FOR THE APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE FORT BEND COUNTY DRAINAGE DISTRICT FOR MAINTENANCE, REPAIR AND CONSTRUCTION OF DRAINAGE FACILITIES IN THE CITY OF SUGAR LAND; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT.

BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF SUGAR LAND, TEXAS:

That the proposed interlocal agreement between the City and the Fort Bend County Drainage District for maintenance, repair and construction of drainage facilities in the City of Sugar Land, be and the same is hereby approved, and the Mayor is hereby authorized to execute and the City Secretary to attest said agreement on behalf of the City of Sugar Land, and to transmit the same to the Fort Bend County Drainage District for appropriate action.

PASSED AND APPROVED this the 19th day of December, 1989.

APPROVED:

Lee Duggan
Lee Duggan, Mayor

ATTEST:

Glenda Gundermann
Glenda Gundermann, City Secretary

APPROVED AS TO FORM:

Teresa A. Stankis
Teresa A. Stankis
City Attorney

R044

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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XXXX a. Maintenance, repair and construction of streets, roads, and drainage;
- b. The enforcement of health regulations;
- c. The enforcement of animal control;
- XXXX d. Housing of city prisoners in jail.
2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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, 1989.

CITY OF STAFFORD

By: [Signature]
MAYOR

ATTEST:

[Signature]
CITY SECRETARY

SIGNED this 2 day of January, 1990.

COUNTY OF FORT BEND

By: [Signature]
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

[Signature]
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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

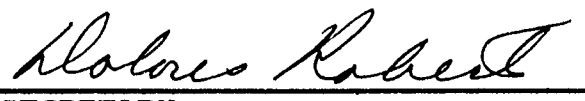
- XXXX a. Maintenance, repair and construction of streets, roads, and drainage;
- _____ b. The enforcement of health regulations;
- _____ c. The enforcement of animal control;
- _____ d. Housing of city prisoners in jail.
2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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 11th day of December, 1989.

FORT BEND INDEPENDENT SCHOOL DISTRICT

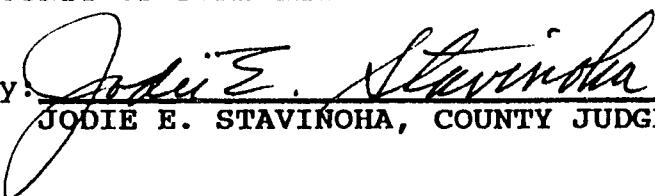
By: 
CHAIRMAN OF TRUSTEES

ATTEST:


SECRETARY

SIGNED this 18 day of December, 1989.

COUNTY OF FORT BEND

By: 
JODIE E. STAVINOKA, 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 COUNTY OF COLORADO

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of COLORADO, hereinafter referred to as "COLORADO".

WHEREAS, COLORADO desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of COLORADO has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist COLORADO in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of COLORADO mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be \$55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill COLORADO monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by COLORADO to Fort Bend within (30) days of receipt of same.
2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.
3. All cost of transportation shall be paid by the transferring agency and/or COLORADO, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed in Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with

COLORADO being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.
5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, 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 COLORADO (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.
7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from COLORADO being held, pursuant to this agreement.
8. The visitation of juveniles in 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 COLORADO 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 juvenile (s) 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, 1990.

SIGNED this 14 day of November, 1989.THE COUNTY OF Colando, TEXASRobert Frank
County Judge

ATTEST:

Darlene Hayes
County ClerkSIGNED this 2 day of January, 1990.

THE COUNTY OF FORT BEND, TEXAS

Jodie E. Stavinska
JODIE E. STAVINSKA, County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

APPROVED AS TO FORM:

Dennis A. McRae
Chief Juvenile Probation Officer

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF GONZALES

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of GONZALES, hereinafter referred to as "GONZALES".

WHEREAS, GONZALES desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of GONZALES has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist GONZALES in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

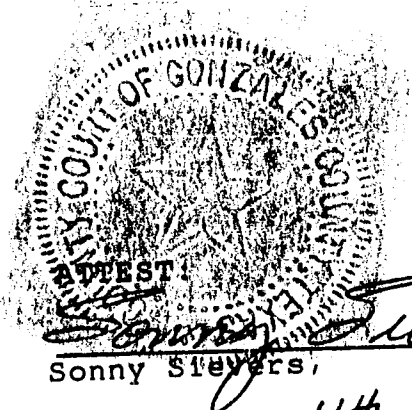
NOW, THEREFORE, the County of Fort Bend and the County of GONZALES mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be \$55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill GONZALES monthly for the payment of said housing and any other costs incurred, pursuant to this interlocal agreement, and said bill will be paid by GONZALES to Fort Bend within (30) days of receipt of same.
2. It is understood and agreed between the parties hereto that Fort Bend County Juvenile Department will not accept any first or second time runaways nor truants.
3. All cost of transportation shall be paid by the transferring agency and/or GONZALES, which includes, but is not limited to, all transportation to doctors, medical clinics, and court. Provided, however, in the event of any emergency medical assistance, a juvenile housed in Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with

GONZALES being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.
5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.
6. It is understood and agreed between the parties that it will be the responsibility of GONZALES (and not Fort Bend) to pick up and transfer any and all juveniles under their jurisdiction being held in Fort Bend County Juvenile Detention Center, pursuant to this agreement, for any adjudication hearing, detention hearing, or any other Court appearance.
7. It is understood and agreed between the parties that Fort Bend is not, and will not be, responsible for keeping track of any court appearances of the juveniles from GONZALES being held, pursuant to this agreement.
8. The visitation of juveniles in Fort Bend County Juvenile Detention Center is Wednesdays and Fridays between 2 and 4 p.m., with no visitation on week-ends nor visitation on holidays.
9. It is understood and agreed between the parties that Fort Bend County retains the absolute right to refuse to accept any juvenile, with or without reason, and it is further understood and agreed, that Fort Bend has a right to request that any juvenile detained, pursuant to this agreement, be removed by GONZALES upon ten (10) hours notice.
10. It is further understood and agreed that any officer who brings a juvenile to Fort bend County Juvenile Detention Center must stay with such juvenile until the juvenile (s) 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, 1990.

SIGNED this 11 day of December, 1989.



THE COUNTY OF GONZALES, TEXAS

Henry H. Vollentine
Henry H. Vollentine, County Judge

Sonny Stevers
Sonny Stevers, County Clerk

SIGNED this 11th day of DECEMBER, 1989.

THE COUNTY OF FORT BEND, TEXAS

Jodie E. Stavinska
JODIE E. STAVINSKA, County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

APPROVED AS TO FORM:

Dennis G. McRae
Chief Juvenile Probation Officer

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE COUNTY OF LAVACA

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "Fort Bend", and the County of LAVACA, hereinafter referred to as "LAVACA".

WHEREAS, LAVACA desires Fort Bend assistance in housing of juveniles at the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of LAVACA has duly authorized this agreement;

WHEREAS, Fort Bend desires to assist LAVACA in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

WHEREAS, the governing body of Fort Bend has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413 (32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, the County of Fort Bend and the County of LAVACA mutually agree as follows:

1. The cost of housing juveniles in the Fort Bend County Juvenile Detention Center will be \$55.00 per day per person, which will include three meals per day and one snack. Fort Bend will bill LAVACA monthly 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 in Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with

LAVACA being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.
5. At the time the juvenile is transferred to Fort Bend, pursuant to this agreement, an authorization for emergency medical care must be forwarded with such juvenile, signed, witnessed, and notarized by the parents and/or guardians, and in addition thereto, the placing agency.
6. It is understood and agreed between the parties that it will be the 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 juvenile (s) 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, 1990.

SIGNED this 1st day of December, 19 89.

THE COUNTY OF LAVACA, TEXAS

W. A. Hobbs
W. A. HOBBS, County Judge

ATTEST:

Henry J. Sitka
HENRY J. SITKA, County Clerk

SIGNED this 2 day of January, 19 90.

THE COUNTY OF FORT BEND, TEXAS

Eddie E. Stavinson
EDDIE E. STAVINONA, County Judge

ATTEST:

Dianne Wilson
DIANNE WILSON County Clerk

APPROVED AS TO FORM:

Dennis A. McAffee
Chief Juvenile Probation Officer

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES BETWEEN
THE COUNTY OF FORT BEND AND THE CITY OF WHARTON

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 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 FORT BEND 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, FORT BEND and CITY, 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 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 FORT BEND and CITY;

WHEREAS, FORT BEND and CITY desire to enter into a mutual aid agreement of the provisions 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 CITY, acting herein by and through its duly authorized governing body, as follows:

ARTICLE I

Scope of Services

1.01 Services in General:

CITY and FORT BEND 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 CITY 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 time.

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

Renumeration

2.01 Reimbursement for Services:

FORT BEND or CITY shall not be responsible for reimbursement for mutual aid emergency medical services rendered hereunder. All renumeration 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 CITY agrees to indemnify and hold FORT BEND harmless with respect to any claim, demand, or suit based upon any response by Fort Bend County Emergency Medical Services

arising under its obligation under this Interlocal Agreement. Notwithstanding any of the above provisions, if it is determined that 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 will hold CITY harmless and indemnify CITY from costs incurred.

3.02 It is understood that liability to all parties is limited by existing laws covering medical personnel in the performance of their duties in emergency situations.

3.03 It is expressly understood and agreed that each party hereto shall have no liability for the wages, disability payments, pension payments, damage to equipment and clothing, medical expenses, expenses of travel, food, lodging or other compensation, or expenses of personnel of another party's Emergency Medical Service, regardless of whether such personnel performed services outside the jurisdiction of his or her employer.

ARTICLE IV

Time of Performance

4.01 It is expressly understood and agreed that the terms of this Agreement, if said Agreement is duly executed by all parties, shall become effective on the 1st day of January 1990.

ARTICLE V

Termination

5.01 It is expressly understood and agreed that this Agreement automatically terminates on the 31st day of December, 1990, 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, return receipt requested, to the other party at the addresses set out below:

Fort Bend County, Texas
Jane Long Building
P.O. Box 368
Richmond, Texas 77469
Attention: Hon. Jodie E. Stavino, County Judge

City of Wharton
City Hall
Wharton, Texas 77488
Attention: Hon. Garland S. Novosad, Mayor

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 2 day of January, 1988, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

Daniel Kosler
DANIEL KOSLER, DIRECTOR
Fort Bend County Emergency
Medical Services

CITY OF WHARTON

By: Garland S. Novosad
GARLAND S. NOVOSAD, MAYOR

ATTEST:

Faye Evans
CITY SECRETARY

Ken R. Hunt
DIRECTOR, CITY OF WHARTON
Emergency Medical Services

AFFILIATION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF WHARTON and §
COUNTY OF FORT BEND §

THIS AGREEMENT is executed on the 13 day of December, 1989, between the BOARD OF REGENTS OF WHARTON COUNTY JUNIOR 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, 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.

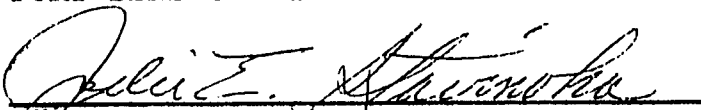
This Agreement shall remain in effect for a term beginning January 1, 1990, and ending at midnight on December 31, 1990, unless otherwise terminated as provided herein. Either party may terminate this Agreement without cause, upon thirty (30) days written notice to other other party. Notice shall be given by registered or certified mail to the other party at the addresses set out below:

Wharton County Junior College
Wharton, Texas 77488
Attention: Board of Regents

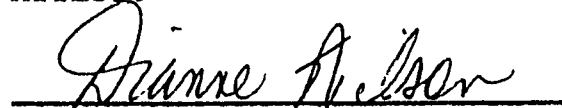
Fort Bend County, Texas
Rt. 2, Box 643C
Rosenberg, Texas 77471
Attention: Director of EMS

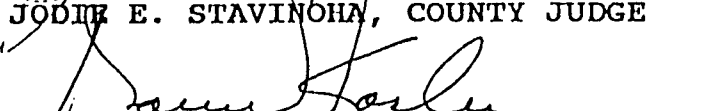
EXECUTED by the parties on the day and year first above written.

FORT BEND COUNTY


JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:


DIANNE WILSON, COUNTY CLERK


DANIEL KOSLER, DIRECTOR EMS

40 1695

WHARTON COUNTY JUNIOR COLLEGE

Elbert L. Hutchins

DR. ELBERT HUTCHINS
PRESIDENT

WHARTON COUNTY JUNIOR COLLEGE
BOARD OF REGENTS

By: W. H. Blair

Title: Chairman, Board of Trustees

Date: Nov 13, 1987

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.

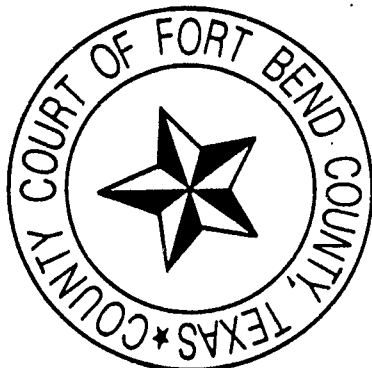
COMMISSIONERS COURT MINUTES

FILMED ON MARCH 13, 19 90.

STARTING WITH
FILM CODE NO. 40-1481

ENDING WITH
FILM CODE NO. 40-1695

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



BY Melissa Rodriguez
MELISSA RODRIGUEZ 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 13
DAY OF MARCH, 19 90.
STARTING WITH VOLUME NUMBER 40 PAGE NUMBER 1698.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez
MELISSA RODRIGUEZ DEPUTY

19. CONSIDER APPROVAL OF AGREEMENT BETWEEN FORT BEND COUNTY AND MID-WESTERN MEDICAL SERVICES INC. TO PROVIDE INDIGENT NON-EMERGENCY HEALTH CARE SERVICES:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve agreement between Fort Bend County and Mid-Western Medical Services Inc. to provide indigent non-emergency health care services effective December 1, 1989 to December 31, 1990. (Recorded in minutes in full)

20. APPROVE LEASE FOR OFFICE SPACE FOR PCT. 2 CONSTABLE:

Postpone

21. SET POLICY FOR EMERGENCY CLOSING OF COUNTY OFFICES:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to request a recommendation from the Policy & Procedure Committee regarding emergency closing of county offices.

22. CONSIDER APPLICATION FROM FORT BEND M.U.D. #2 TO REPAIR A FORCE MAIN LINE UNDER BELKNAP RD., PCT. 3:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Fort Bend M.U.D. #2 to repair a force main line under Belknap Rd., Pct. 3. Performance bond in the amount of \$10,000 was presented to the Court. (Recorded in minutes in full)

23. CONSIDER APPLICATION FROM S.G. & R CONSTRUCTION TO INSTALL WATER LINE AND SANITARY SEWER LINE ALONG/UNDER SETTLERS WAY BLVD., PCT. 3:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from S.G. & R. Construction to install water line and sanitary sewer line along/under Settlers Way Blvd., Pct. 3. Performance bond in the amount of \$26,484 was presented to the Court. (Recorded in minutes in full)

24. CONSIDER ACCEPTING RENEWAL AMENDMENTS TO LETTERS OF CREDIT FOR COLONY MEADOWS, SEC. 1, PCT. 4; OLD MILL PARK COMMERCIAL RESERVE, PCT. 3; AND MOCKINGBIRD ACRES, PCT. 2:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept renewal amendments to Letters of Credit for Colony Meadows, Sec. 1, Pct. 4; Old Mill Park Commercial Reserve, Pct. 3; and Mockingbird Acres, Pct. 2. (Recorded in minutes in full)

25. AUTHORIZE ADVERTISING FOR BIDS/RFP'S FOR THE FOLLOWING: (1) BANK DEPOSITORIES; (2) ONE OR MORE NEW FULL-SIZE UTILITY VEHICLES:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for bids/RFP's for bank depositories and one or more new full-size utility vehicles.

26. CONSIDER ACCEPTING OR REJECTING BIDS FOR PHOTOGRAPHIC SUPPLIES FOR SHERIFF'S DEPT. (#90-016):

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to award bid to INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC. and authorize the purchase of photographic supplies on the open market as needed. (Recorded in minutes in full)

AGREEMENT

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

THIS AGREEMENT is made on this the ____ / ____ day of December, 1989, by and between FORT BEND COUNTY (hereinafter called "The County"), a body politic, acting herein by and through its Commissioners Court, duly authorized and empowered, and MID-WESTERN MEDICAL SERVICES, INC. (hereinafter called "Provider").

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

WHEREAS, Fort Bend county caused to be issued a Request for Proposals #89-076 for Indigent Health Care Services, soliciting proposals for a Mandated Provider of non-emergency health care assistance; and

WHEREAS, MID-WESTERN MEDICAL SERVICES, INC. submitted a proposal to provide non-emergency health care services to eligible adult residents of Fort Bend County which was deemed to be the lowest and best proposal by the Fort Bend County Purchasing

Department and was accepted and approved by the Fort Bend County Commissioners' Court on the 1st day of January, 1990;

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

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

I.

Provider agrees to provide non-emergency out-patient health care services to eligible residents of Fort Bend County, Texas, subject to the terms, provisions and conditions hereof.

A. The Office of Early Childhood Development of Fort Bend County, Texas (O.E.C.D.) shall be responsible for the eligibility standards and application, documentation, and verification procedures for the determination of eligibility of residents under the Texas Indigent Health Care and Treatment Act.

B. The term "eligible" as used herein shall mean and refer to those residents of Fort Bend County, Texas, who are deemed eligible by the O.E.C.D., for health care services under the provisions of the Texas Indigent Health Care and Treatment Act. O.E.C.D. will screen and qualify the patients periodically as required, and in no event less often than every six (6) months.

C. The responsibility of Provider will be limited to that of providing such out-patient non-emergency medical health care

only in a clinic ("Clinic") to be established as hereinafter provided; Provider, however, will assist Fort Bend County in establishing the following essential health care services as stated in the Texas Indigent Health Care and Treatment Act; to-wit:

1. In-patient and out-patient hospital services as limited by the Indigent Health Care and Treatment Act;
2. Laboratory services;
3. Family planning services;
4. Physician services;
5. Skilled nursing facility services as limited by the Indigent Health Care and Treatment Act;
6. Rural health clinic; and
7. The County shall be responsible for the payment of no more than three (3) prescription drugs per month.

II.

The parties recognize and agree that the Clinic will be located at 711 George Street, Richmond, Texas, and at such other locations as may be designated by County from time to time.

A. Such Clinic and related facilities to be furnished by and at the expense of the County.

B. The County shall be responsible to provide and maintain the building and facilities, its upkeep, and utilities used in connection therewith, during the term of this contract.

C. The County shall also provide liability insurance in an amount mutually satisfactory to the parties hereto, naming each party hereto as a named insured.

III.

Provider shall provide a physical licensed to practice in Texas and certified by the American Board of Family Practice as the primary physician, who must be present in the above stated mandated clinic no less than thirty (30) hours each week.

Provider shall provide a sufficient nursing staff to provide care to the volume of indigent patients using the said clinic.

Provider shall provide sufficient clerical personnel to register patients and provide clerical support to the clinic.

A. The Clinic shall be open Monday through Friday from 8:00 o'clock A.M. to 5:00 o'clock P.M., except for on holidays recognized by the State of Texas, or except for closing due to casualty and causes beyond the control of the Provider. The Provider may, at its sole discretion, close the Clinic one afternoon per week.

B. Provider shall provide equipment for the Clinic to include beds, microscope, otoscopes, ophthalmoscopes, stethoscopes, examination lights, blood pressure cuffs, necessary instruments, and a sterilizer, as well as supplies for the Clinic to include linens, bandages, syringes, needles, ointments, soap, and the like. A limited laboratory will also be provided.

If an ambulatory resident does not meet the said eligibility requirements, but is below 150% of the Federal Poverty Level, as

determined by O.E.C.D., who shall provided screening relative thereto, Provider shall provide appropriate basic out-patient medical health care to ambulatory resident meeting this requirement, but only up to the capacity of the Clinic relative to size, facilities and staffing, and only to the extent that the Clinic staff can reasonably handle these additional patients without extra expense and staffing. The determination as to whether or not the additional patients, can from time to time be adequately handled and provided for by the Clinic shall be in the sole judgment of the Provider. Under no circumstances will the Provider be required to hire or contract with additional staff. With respect to these additional patients who do not meet the qualifications of the Act, but are below 150% of the Federal Poverty Level as determined by the O.E.C.D., the fee charged to these patients will be on a sliding scale. The fees so received by the Clinic shall be deposited in an account, entitled "Primary Indigent Care (FBC) Association" in a bank of the County's choice, said money to be used for the purchase of supplies for the Clinic. The records of Provider shall be open to County to review and audit at all times during normal business hours. It is specifically recognized and agreed by the parties hereto that the patients who meet the qualifications under the Act will be given first priority insofar as capacity of the Clinic is concerned.

IV.

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

V.

The Fort Bend County Medical Officer, Dr. Culpepper or his successor, may, for any reason whatever, disapprove the use of any physician or hospital. When this disapproval is transmitted in writing to the Clinic, further referrals to said physician or hospital shall not be made. The responsibility in connection with the disapproval of physicians and hospitals shall be that of the Fort Bend County Medical Officer.

VI.

In performing hereunder, the Provider shall act as an independent contractor. The Provider shall complete the services required hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of the Provider and not subject to the control or supervision of the County.

VII.

The total compensation to be paid to the Provider by the County for the performance of services hereunder shall be ONE HUNDRED SIXTY NINE THOUSAND AND NO/100 (\$169,000.00) DOLLARS, payable in the sum of FOURTEEN THOUSAND EIGHTY THREE AND 33/100 (\$14,083.33) DOLLARS per month. The first such payment is due on or before December 1, 1989, and a like payment on or before the first day of each month thereafter until fully and finally paid. Payments to the Provider shall not be subject to the customary

withholding taxes or other employment taxes required with respect to compensation paid to an employee. If services other than those specified herein are provided by Provider hereunder, prior approval must be obtained by Fort Bend County Commissioners Court before County will compensate Provider for such services.

VIII.

The term of this Agreement shall commence as of December 1, 1989 and shall continue until December 31, 1990, provided however should the County desire to advertise for bids for these services during the term of this contract, the Provider shall be given written notice of the County's intent to so advertise at least sixty (60) days prior to the Commissioners' Court advertising same.

A. Notwithstanding the foregoing, if for any reason the Provider fails to provide a licensed physician as required hereunder, for a period of time exceeding one (1) week during the term hereof when the Clinic would otherwise be required to be open, either party shall have the right to terminate this Agreement at any time after said one-week period which Provider did not provide such licensed physician, and upon such termination delivered in writing by either party to the other hereunder during such time, this Agreement shall terminate and no party shall have any obligations to the other hereunder.

B. Notwithstanding the foregoing, if for any reason the Texas Department of Human Resources determines that the County has not met the requirements of the Texas Indigent Care and

Treatment Act, the County shall have the right to terminate this Agreement at any time thereafter or the County may, at its sole discretion, give Provider an opportunity to correct the non-compliance as determined by the Texas Department of Human Resources so as the County would qualify under the said Act.

IX.

By proposal dated November 11, 1989, MID-WESTERN MEDICAL SERVICES, INC. submitted a proposal for Indigent Health Care Services to the County which was accepted by the Fort Bend County Commissioners Court. (Attached hereto and made a part of the contract as if same was fully and completely set forth is a true and correct copy of said proposal as Exhibit "A"). It is understood and agreed by the parties hereto that this agreement and the attached proposal are to be read as one document. However, in the event that there is a conflict between this agreement and the terms and conditions of said proposal the terms and conditions of the proposal shall control. It is further understood that Paragraph 6A of Provider's November 11, 1989 proposal is intended to read that neither County nor Provider has the capabilities to perform x-rays, however, Provider will charge County for its cost of x-rays only and Provider will read and interpret the x-rays at no additional cost to County.

X.

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

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

XI.

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

XII.

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

XIII.

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

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

FORT BEND COUNTY, TEXAS

By: Jodie E. Stavino

JODIE E. STAVINOHA, County Judge

Dated: 1-2-90

ATTESTED:

Dianne Wilson
DIANNE WILSON, County Clerk

MID-WESTERN MEDICAL SERVICES, INC.

By: Robt. L. M.D.Title: PRESIDENTDated: 12/20/89

TABLE I

Tests available at New Horizons Adult Clinic:

Blood Tests:	Hemoglobin	White Blood Count
	Glucose	Blood Urea Nitrogen
	Cholesterol	Red Blood Count
	Triglycerides	Mean Corpuscular Volume
	SGOT	Bilirubin
	SGPT	Uric Acid
	SGGT	Pregnancy Test
	Serum Potassium	Serum Amylase
Urine Tests:	Microscopic Exam	
	Leukocytes	
	Nitrite	
	Urobilinogen	
	Protein	
	pH	
	Blood	
	Specific Gravity	
	Ketones	
	Bilirubin	
Stool Tests:	Glucose	
	Blood	
EKG		

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
_____ square feet of rentable area on the first floor(s) in the
building known as Virgil Mott Towers - East
(herein called the "Building") located at 13401 Southwest Freeway,

Sugar Land, Fort Bend County, TX

The space hereby leased in the Building is hereinafter called the "Leased Premises" and is outlined on the floor plan drawing attached hereto and made a part hereof.

The term "rentable area" as used above, is the sum of all floor space included within the Leased Premises plus Tenant's prorata share of corridors, toilets and public areas on its floor(s). Mechanical, electrical and telephone closets which are for the specific use of the Tenant shall be included. Elevator shafts, stair wells, chases, janitor closets and building equipment rooms shall be excluded in calculating "rentable area."

Term

2.A. The term of this lease is one (1) years ~~months~~, commencing on
the first day of January, 1990 and terminating on the first day of
the December 31, 1990 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. ^{base}As 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;

*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

AS PER ORIGINAL

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

13. Adjustments to the Base Rental (see paragraph 3):
The base rental adjustment shall be calculated in accordance with the following factors:

A. Ad Valorem Tax Factor - the ad valorem tax factor for the building is stipulated to be \$ per square foot.

B. Utilities Cost Factor - the utilities cost factor (gas, electricity, and water) for the building is stipulated to be \$ per square foot.

C. Janitorial Cost Factor - the janitorial cost factor for the building is stipulated to be \$ per square foot.

D. Operating Cost Factor - the operating expense factor shall be the actual cost of all expenses, costs and disbursements (but not replacement of capital investment items; general office expense of owner; specific costs especially billed to and paid by specific tenants; nor rental commissions) of every kind and nature which Lessor shall pay or become obligated to pay because of, or in connection with, the ownership and operation of the building, including but not limited to, the following:

- 1) Wages and salaries of all employees engaged in operation and maintenance of the Building and landscaping, including taxes, insurance and benefits relating thereto.
- 2) All supplies and materials used in operation and maintenance of the Building.
- 3) A reasonable management fee not to exceed 5% of gross income.
- 4) Cost of all maintenance and service agreements on equipment, including alarm service, window cleaning, elevator maintenance and landscaping.
- 5) Cost of casualty and liability insurance applicable to the Building and Lessor's personal property used in connection therewith.

6) Cost of repairs and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or by Lessee or other third parties, and alterations attributable solely to tenants of the Building other than Lessee).

The Base Rental shall be adjusted upward or downward as provided below, except that in no case shall the Base Rental be reduced below the initially specified Base Rental:

E. Ad Valorem Tax Factor - If the actual Ad Valorem Tax Factor is greater than the above projected Ad Valorem Tax Factor, the Base Rental will be adjusted by the amount of the difference between the actual and projected Ad Valorem Tax Factors times the number of square feet contained in the leased premises.

F. Utilities Cost Factor - If the actual Utilities Cost Factor is greater than the above projected Utilities Cost Factor, the Base Rental will be adjusted by the amount of the difference between the actual and projected Utilities Cost Factor times the number of square feet contained in the leased premises.

G. Janitorial Cost Factor - If the actual Janitorial Cost Factor is greater than the above projected Janitorial Cost Factor, the Base Rental will be adjusted by the amount of the difference between the actual and projected Janitorial Cost Factor times the number of square feet contained in the leased premises.

H. Operating Cost Factor - If the actual Operating Cost Factor is greater than the above projected Operating Cost Factor, the Base Rental will be adjusted by the amount the costs exceed the 1982 actual costs times the number of square feet contained in the leased premises. The "Base Operating Expenses Rate" is stipulated to be \$2.75 per square foot of net rentable area of the Premises on an annual basis.

I. Amounts payable under this Paragraph shall be due annually, within ten (10) days after Landlord submits to Tenant a bill or invoice therefor. *

Eminent
Domain

14. If there shall be taken during the term of this Lease any part of the Leased Premises or Building, Landlord may elect to terminate this Lease or to continue same in effect. If Landlord elects to continue this Lease, the rental shall be reduced in proportion to the area of the Leased Premises so taken and Landlord shall repair any damage to the Leased Premises or Building resulting from such taking. All sums awarded or agreed upon between Landlord and the condemning authority for the taking of the interest of Landlord or Tenant, whether as damages or as compensation, will be the property of Landlord. If this Lease should be terminated under any provision of this Paragraph 14, rental shall be payable up to date that possession is taken by the taking authority, and Landlord will refund to Tenant any prepaid unaccrued rent less any sum then owing by Tenant to Landlord.

Access by
Landlord

15. Landlord, its agents and employees, shall have access to and the right to enter upon the Leased Premises at any reasonable time to examine the condition thereof, to make any repairs required to be made by Landlord hereunder, to show the Leased Premises to

*The Base Rental paid monthly (see paragraph 3) may be increased at the discretion of Landlord by an amount equal to the prior year's adjustment to the Base Rental, divided by twelve (12). Such amounts paid monthly during a year shall be offset against the total adjustment to the Base Rental for the current year as determined at the end of the calendar year.

prospective purchasers or Building tenants and for any other purpose deemed reasonable by Landlord.

Landlord's
Lien

16. To secure the payment of all rent due and to become due hereunder, and the faithful performance of all of the other covenants of this Lease required by Tenant to be performed, Tenant hereby gives to Landlord an express contract lien on and security interest in all property, chattels or merchandise which may be placed in the Leased Premises and also upon all proceeds of any insurance which may accrue to Tenant by reason of damage to or destruction of any such property. All exemption laws are hereby waived by Tenant. This lien and security interest are given in addition to the Landlord's statutory lien(s) and shall be cumulative thereto. This lien and security interest may be foreclosed with or without Court proceedings, by public or private sale, with or without notice, and Landlord shall have the right to become purchaser, upon being the highest bidder at such sale. Upon request of Landlord, Tenant agrees to execute Uniform Commercial Code financing statements relating to the aforesaid security interest.

Remedies

17.A. Each of the following acts or omissions of Tenant or occurrences shall constitute an "Event of Default";

- (a) Failure or refusal by Tenant to timely pay rent or other payments hereunder;
- (b) Failure to perform or observe any other covenant or condition of this Lease by Tenant to be performed or observed upon the expiration of a period of ten (10) days following written notice to Tenant of such failure;
- (c) Abandonment or vacating of the Leased Premises or any significant portion thereof;
- (d) The filing or execution or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Tenant; or petition or answer seeking relief under any provision of the Bankruptcy Act; or an assignment for the benefit of creditors or composition; or a petition or other proceeding by or against the Tenant for the appointment of a trustee, receiver or liquidator of Tenant or any of Tenant's property or a proceeding by any governmental authority for the dissolution or liquidation of Tenant.

B. Upon the occurrence of any Event of Default, as enumerated above, Landlord may, at Landlord's option, in addition to any other remedy or right given hereunder or by law or equity do any one or more of the following:

- (a) Terminate this Lease, in which event, Tenant shall immediately surrender possession of the Leased Premises to Landlord;
- (b) Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated the Lease;
- (c) Alter locks and other security devices at the Leased Premises.

C. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance or surrender of the premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Leased Premises shall be deemed unauthorized

or constitute a conversion, Tenant hereby consenting, after any Event of Default, to the aforesaid exercise of dominion over Tenant's property within the Building. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

D. In the event Landlord elects to terminate the lease by reason of an Event of Default, then notwithstanding such Termination, Tenant shall be liable for and shall pay to Landlord, at ~~Sugar Land~~ Texas, the sum of all rent and other indebtedness accrued to the date of such termination, plus, as damages, an amount equal to the then present value of the rent reserved hereunder for the remaining portion of the lease term (had such term not been terminated by Landlord prior to the date of expiration stated in Paragraph 2), less the then present value of the then fair rental value of the Leased Premises for such period; the undersigned parties here stipulating that such fair rental value shall in no event be deemed to exceed sixty percent (60%) of the then present value of the rent reserved for such period.

E. In the event that Landlord elects to repossess the premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord at ~~Sugar Land~~ Texas, all rent and other indebtedness accrued to the date of such repossession, plus rent required to be paid by Tenant to Landlord during the remainder of the lease term until the date of expiration of the term as stated in Paragraph 2, diminished by any net sums thereafter received by Landlord through re-letting the Leased Premises during said period (after deducting expenses incurred by Landlord as provided in Paragraph 17F). In no event shall Tenant be entitled to any excess of any rent obtained by re-letting over and above the rent herein reserved. Actions to collect amounts due by Tenant as provided in this Paragraph 17E may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the lease term.

F. In case of an Event of Default, Tenant shall also be liable for and shall pay to Landlord, at ~~Sugar Land~~ Texas, in addition to any sum provided to be paid above; broker's fees incurred by Landlord in connection with re-letting the whole or any part of the premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Leased Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including reasonable attorneys' fees (which shall not be less than 10% of all sums then owing by Tenant to Landlord). Past due rent and other past due payments shall bear interest from maturity at ten per cent (10%) per annum until paid.

G. In the event of termination of repossession of the premises for an Event of Default, Landlord shall not have any obligation to re-let or attempt to re-let the premises, or any portion thereof, or to collect rental after re-letting; and in the event of re-letting Landlord may re-let the whole or any portion of the premises for any period, to any tenant, and for any use and purpose.

H. If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and

AS PER ORIGINAL

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 Premises 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 11th day of December, 1937.

WITNESSES:

Robert Stahl
13401 S.W. Fry
Angela Land, Phone 77478
ADDRESS: _____

V O V CORPORATION

BY: [Signature]
LANDLORD

THE COUNTY OF FORT BEND

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:

V O V CORPORATION

BY *Thomas J. [Signature]*

Landlord

THE COUNTY OF FORT BEND

BY _____

Tenant



AS PER ORIGINAL

21
40 1723

The Attorney General of Texas

July 26, 1984

JIM MATTOX
Attorney General

Supreme Court Building
P. O. Box 12548
Austin, TX. 78711-2548
512/475-2501
Telex 910/874-1387
Telecopier 512/475-0266

Honorable Larry W. Allison
Lampasas County Attorney
P. O. Box 95
Lampasas, Texas 76550

Opinion No. JM-182

Re: Whether a commissioners court is authorized to establish working hours for elected county officials

714 Jackson, Suite 700
Dallas, TX. 75202-4506
214/742-8944

4824 Alborita Ave., Suite 160
El Paso, TX. 79905-2793
915/533-3484

1001 Texas, Suite 700
Houston, TX. 77002-3111
713/223-5886

806 Broadway, Suite 312
Lubbock, TX. 79401-3479
806/747-5238

4309 N. Tenth, Suite B
McAllen, TX. 78501-1685
512/682-4547

200 Main Plaza, Suite 400
San Antonio, TX. 78205-2797
512/225-4191

An Equal Opportunity/
Affirmative Action Employer

Dear Mr. Allison:

You have requested our opinion regarding the authority of the commissioners court to dictate the office hours to be observed by other elected county officials. You have asked specifically whether the commissioners court has authority to order offices to be open during the lunch hour. It is our opinion that the commissioners court lacks authority to enter an enforceable order, punishable under the court's contempt authority, which instructs independently elected county officials to maintain specified office hours.

Attorney General Opinion O-6679 (1945) determined that the commissioners court, being of limited jurisdiction, lacked authority to adopt a 6-day, 48-hour work week for all county offices. It further concluded that the county auditor did not have authority to deduct amounts from the salary checks for those officers not maintaining office hours "ordered by the commissioners court." See generally Tex. Const. art. XVI, §10 (authority of legislature to provide for deductions in pay for public officials neglecting official duties). There is no enabling legislation under this provision of the constitution which allows a commissioners court to reduce the pay of county officials who do not observe specified office hours. Cf. Miller v. James, 366 S.W.2d 118 (Tex. Civ. App. - Austin 1963, no writ) (court may not provide deductions in pay in absence of enabling legislation); but cf., Attorney General Opinion MW-438 (1982) (authority of commissioners court to control conditions of employment for county employees).

Attorney General Opinion C-350 (1964) concluded that a constitutional county official could close his office on Saturdays without the consent and approval of the commissioners court. The opinion relied on Attorney General Opinion O-6679 (1945) and the fundamental proposition that a commissioners court has only that authority which is conferred upon it either explicitly or by

AS PER ORIGINAL

implication by the state constitution and statutes. Canales v. Laughlin, 214 S.W.2d 451 (Tex. 1948).

Attorney General Opinion M-1197 (1972) held that a commissioners court did not have the authority to compensate a justice of the peace on an hourly basis for those hours actually worked for the reason that, in 1972, a justice of the peace was required under the constitution to be compensated on either a fee basis or a salary basis and that an hourly rate of compensation was neither. See Tex. Const. art. XVI, §61. The opinion further reasoned that the commissioners court did not have the authority to establish the office hours for the office of justice of the peace by the means of compensating him on an hourly basis. The commissioners court does not have the authority to interfere with or usurp the duties and performance of independent county officials and employees. Pritchard and Abbott v. McKenna, 350 S.W.2d 333 (Tex. 1961) (contract with private firm to appraise property in county).

There is no general state law which dictates office hours or the work week to be observed by county officials and employees. In counties over 500,000 population the commissioners court, pursuant to special statute, has explicit authority to adopt

rules and regulations governing the hours of work, vacations, holidays, sick leave, medical care, hospitalization, compensation and accident insurance, and deductions for absences
(Emphasis added).

V.T.C.S. art. 2372h, §1. Counties over 200,000 population may establish a civil service commission which has the authority, among other things, to adopt rules relating to the "rights, benefits, and working conditions" of county employees which we believe may include the authority to adopt office hours. V.T.C.S. art. 2372h-6, §8(a)(7); see also V.T.C.S. art. 2372h-8 (sheriff's department civil service system in counties of more than 950,000 population). A second statute gives commissioners courts of counties over 500,000 population the authority to adopt and enforce

reasonable regulations applying to all such deputies, assistants, employees or department heads governing the hours of work, vacations, and sick leaves, in the interest of obtaining uniform restrictions, conditions, and regulations governing all such deputies, assistants, employees or department heads in the manner now provided by law.

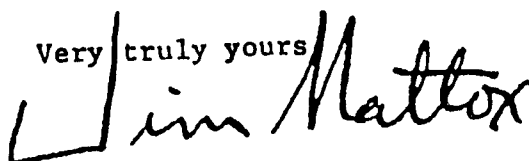
V.T.C.S. art. 3912e-4a, §4.

Other statutes of narrow applicability concern the hours of work for persons employed by a county. See, e.g., V.T.C.S. arts. 6871, 5165.1, 5167a. See also Elec. Code art. 5.09c; Elec. Code art. 5.24a, subdivision 10 (office of county elections administrator required to remain open on election day). There is, however, no general statute applicable to counties which specifies office hours or gives the commissioners court the authority to determine such hours. See, e.g., V.T.C.S. art. 5165a (full-time state employees required to work 40 hours per week; normal state office hours set at 8:00 a.m. to 5:00 p.m., Monday through Friday); V.T.C.S. art. 6871; see also V.T.C.S. art. 5167a (peace officers in counties over 500,000 population may not be required to work more than the normal county work week). We conclude therefore that the commissioners court of Lampasas County has no authority to establish office hours for other elected county officials.

S U M M A R Y

The commissioners court of Lampasas County does not have the authority to establish office hours for other elected county officials.

Very truly yours



J I M M A T T O X
Attorney General of Texas

TOM GREEN
First Assistant Attorney General

DAVID R. RICHARDS
Executive Assistant Attorney General

Prepared by David Brooks
Assistant Attorney General

APPROVED:
OPINION COMMITTEE

Rick Gilpin, Chairman
David Brooks
Colin Carl
Susan Garrison
Jim Moellinger
Nancy Sutton

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2nd day of January, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend County MUD #2 dated 11/27/89, permit no. 81110 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Luttre, seconded by Commissioner O'Shields, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Brachert
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Clida Koster
Deputy

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

Appl. # 81110

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

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

12-26-89
Date

- ✓
----- (1) Complete Application Form
- ✓
----- a. Name of road, street and/or highway affected
- ✓
----- b. Map or plat showing course of direction
- c. Plans and specifications
- ✓
----- (2) Bond
- Perpetual bond currently posted
- or-
- ✓
----- Performance bond submitted in the amount of \$10,000

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

J 1728

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we Fort Bend County Municipal Utility District No. 2 as principal and Hartford Insurance Company as surety, are held and firmly bond unto FORT BEND COUNTY a body corporate and politic under the laws of the State of Texas, in the penal sum of Ten Thousand and No/100 DOLLARS (\$10,000.00) 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, maintenance 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 itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 21st, day of December, 19 89.

Fort Bend County Municipal Utility District
PRINCIPAL No. 2

BY:

Hartford Insurance Company
SURETY

Christina D. Thompson
BY: Christina D. Thompson
Attorney-In-Fact

HARTFORD CASUALTY INSURANCE COMPANY

40 1729

EXECUTIVE OFFICE: Hartford, Connecticut

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD CASUALTY INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, and having its Executive Office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

610281

ROBERT S. WINTER, HARRY A. PEYTON, DONNA REILAND and CHRISTINA D. THOMPSON
of HOUSTON, TEXAS

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed,

and to bind the HARTFORD CASUALTY INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD CASUALTY INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the HARTFORD CASUALTY INSURANCE COMPANY at a meeting duly called and held on the 15th day of June, 1988.

RESOLVED, that, the President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

RESOLVED, that, Robert N. H. Sener, Assistant Vice-President, shall have, as long as he holds such office, the same powers as any Vice-President pursuant to the preceding Resolution.

RESOLVED, that, whereas the President or any Vice-President, acting with any Secretary or Assistant Secretary, has the power and authority to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-Fact.

Now therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

RESOLVED, that, Robert N. H. Sener, Assistant Vice-President, may, as long as he holds such office, affix his signature by facsimile pursuant too and with the same effect as that granted to Vice-Presidents under the preceding Resolution.

In Witness Whereof, the HARTFORD CASUALTY INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 1st day of March, 1988.

Attest:

HARTFORD CASUALTY INSURANCE COMPANY

Robert J Mathieu
Robert J Mathieu
Secretary

Robert N. H. Sener
Robert N. H. Sener
Assistant Vice-President

STATE OF CONNECTICUT.

COUNTY OF HARTFORD.

On this 18th day of March, A.D. 1988, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT.

COUNTY OF HARTFORD.

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD CASUALTY INSURANCE COMPANY, an Indiana Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford.

Date the 21st

day of December 1988

Form S-3507-5 (HC) Printed in U.S.A.

David A. Johnson
David A. Johnson
Assistant Secretary

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)

40 1730

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81110

Formal notice is hereby given that Fort Bend County Municipal Utility District No. 2 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	: Length of	: Type of Construction
Belknap	200 ft. North of West		
Road	<u>West Belfort Pr</u>	<u>35</u>	<u>X</u> : : : <u>X</u>

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	: To	: Distance
	<u>NA</u>		

General Description

Bore a 25-inch hole for a 24-inch casing pipe that will carry a 14-inch force main. The 14-inch force main crossing is a repair of an existing line that is leaking. The existing line will be filled with grout and plugged. The new line will be parallel to existing crossing and connect into the existing line beyond the crossing.

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. Fort Bend County MUD No. 2

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: Bernard Johnson Incorporated
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week)

S. P. Gardner
(Signature)

NAME & TITLE Steven P. Gardner
(Please Print)

DATE: November 27, 1989
ADDRESS: 5050 Westheimer
(Street/P.O. Box)

Houston, Texas 77056
City State Zip
TELEPHONE NO: 713/622-1400

Fort Bend County MUD No. 2

BY: [Signature] 11-27-89

TITLE: PRESIDENT

MASON ROAD

PARKLAND

WOODS

DRIVE

8"

40 1731

TOWNWEST SUBDIVISION

IN

FORT BEND COUNTY M.U.D. NO.2

(OVERALL DEVELOPMENT PLAN)

FLORENCE ROAD

(COLEMAN ROAD)

DRIVE

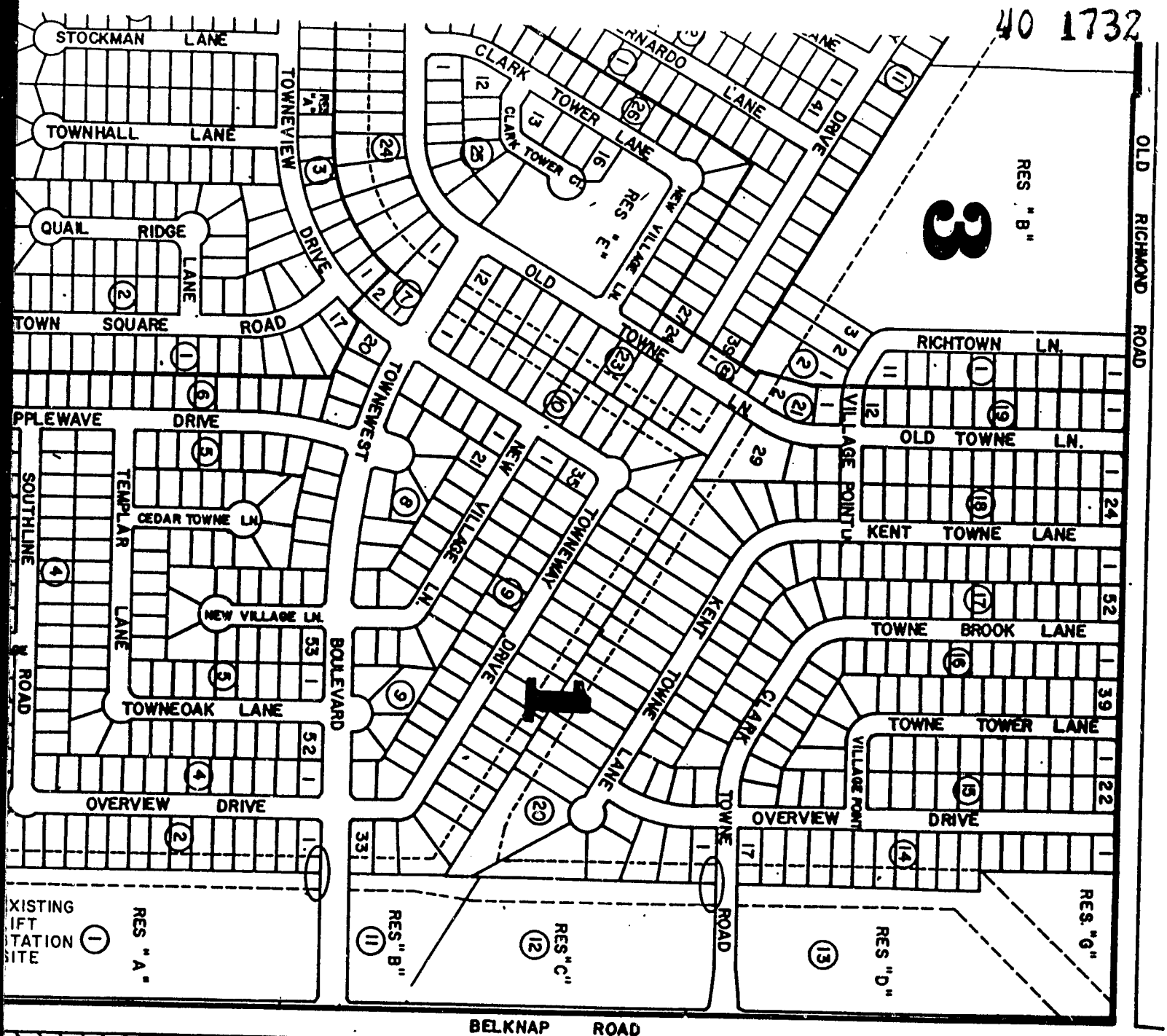
ACREAGE

EXIST. 14" F.M.

WEST BELLFORT DR.

ELDRIDGE ROAD (FM 1876)

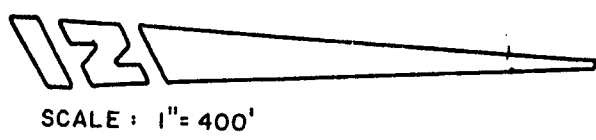
40 1732



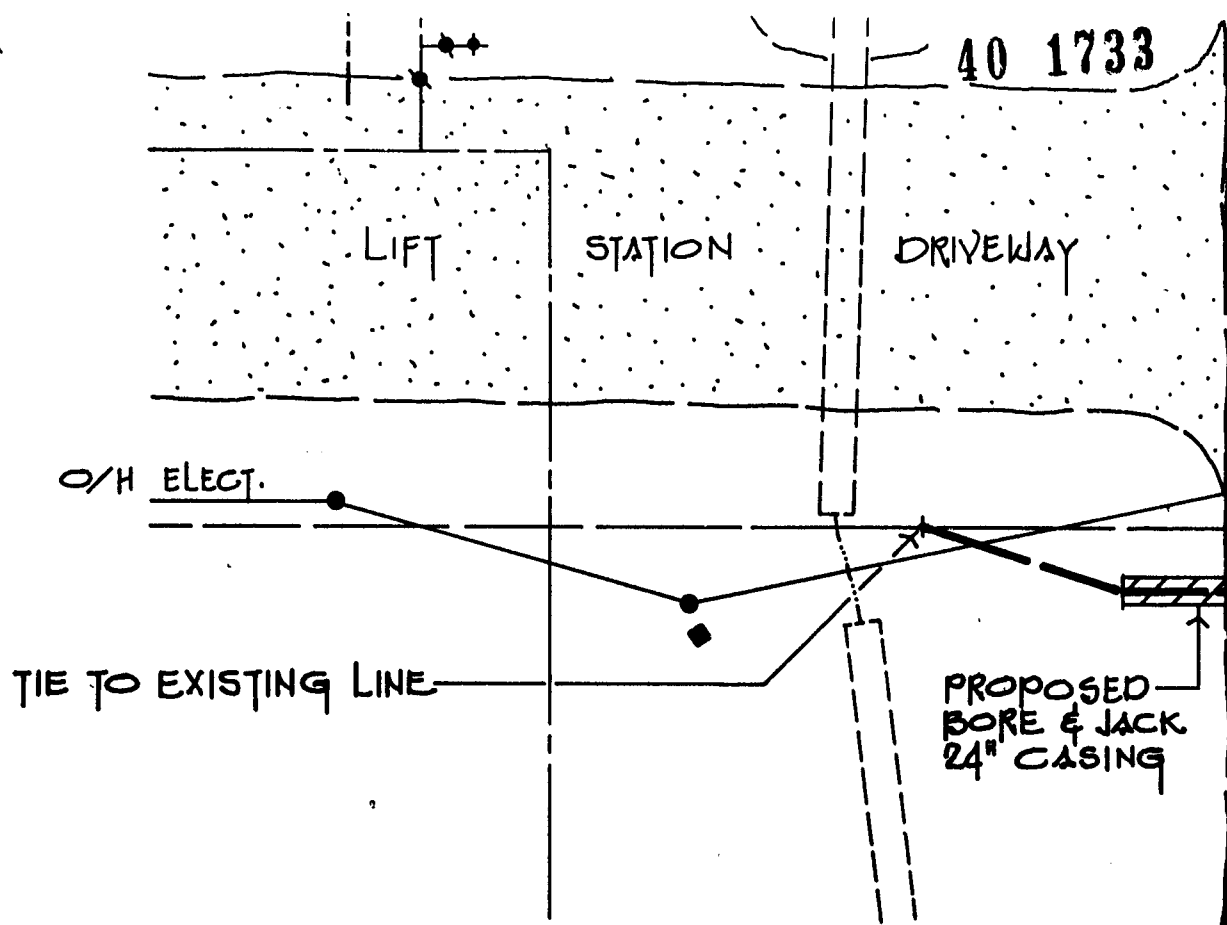
BELKNAP ROAD

HOUSTON CITY LIMITS (TYP.)

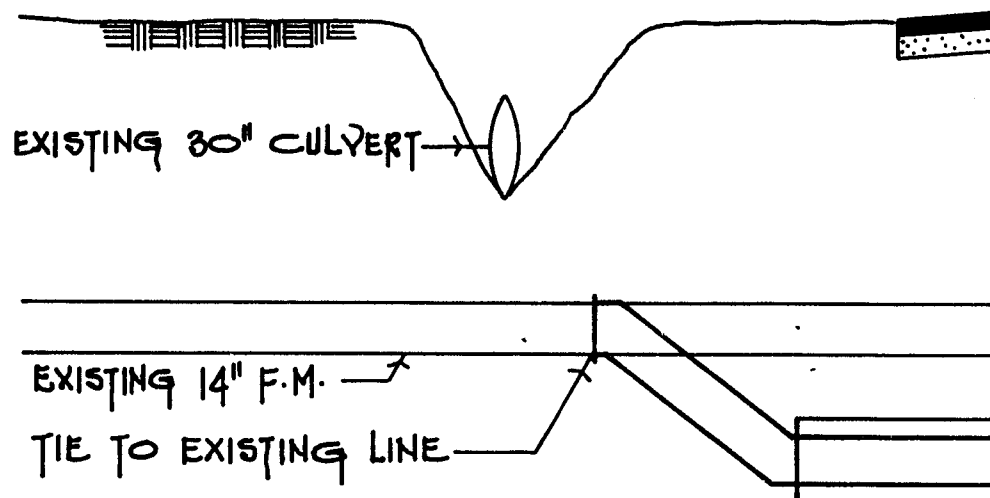
PROJECT LOCATION

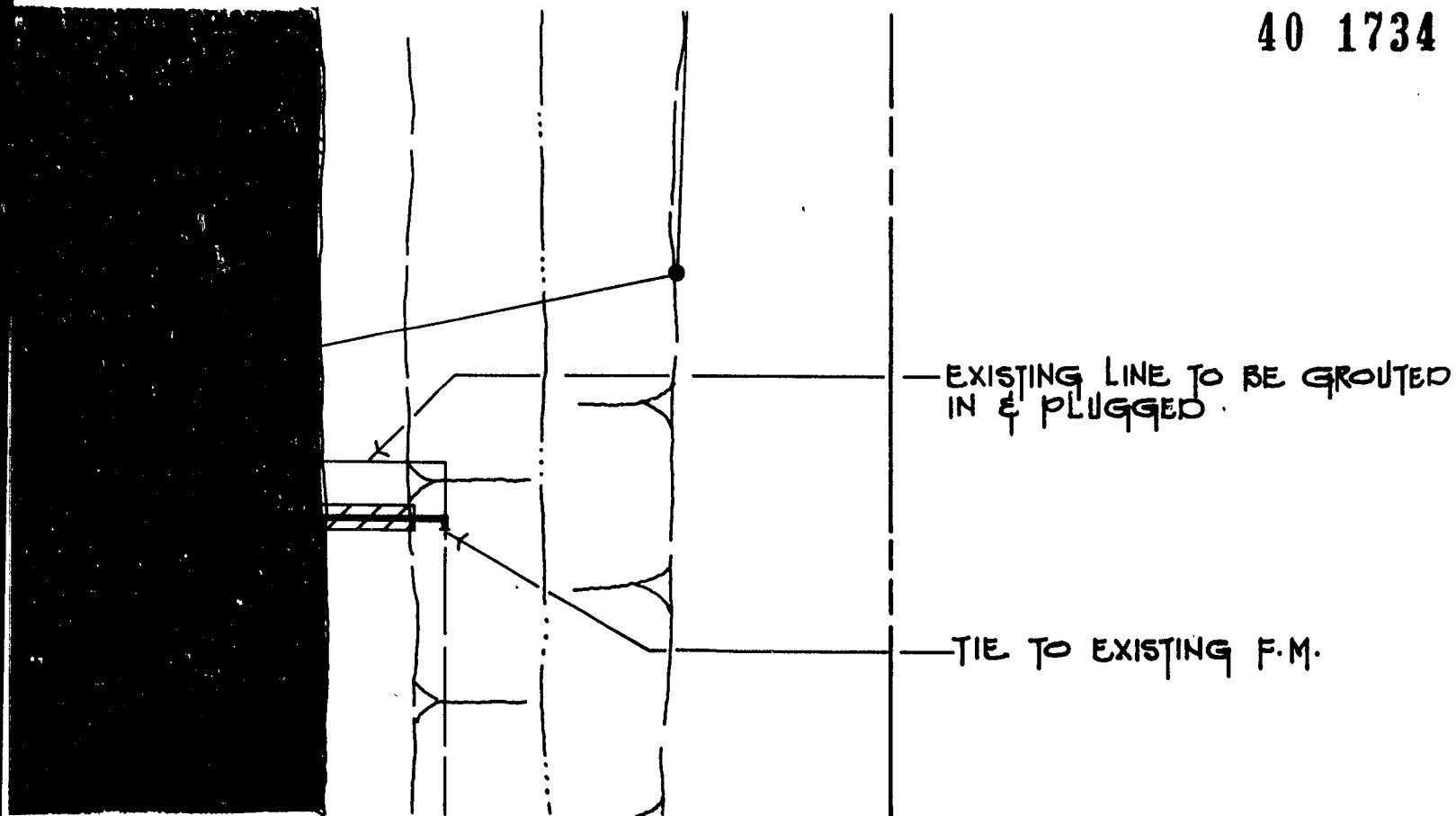


FOR

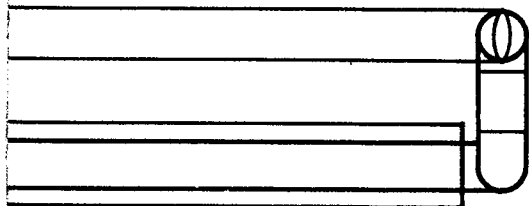


BE





LKNAP ROAD



PROPOSED 24"~35' STEEL CASING

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2nd day of January, 19 90, 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 12-8-89, permit no. 81111 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Lutts, seconded by Commissioner O'Shields, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Prachatz
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Clida Foster
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. # 8111

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

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

12-26-89
Date

- ✓
----- (1) Complete Application Form
- ✓ a. Name of road, street and/or highway affected
- ✓ b. Map or plat showing course of direction
- ✓ c. Plans and specifications
- ✓
----- (2) Bond
- Perpetual bond currently posted
- -or-
- ✓ Performance bond submitted in the amount of 26,484.00

COUNTY OF FORT BEND

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 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 bounded principal shall faithfully perform all its cable, conduit and/or pole line activity (including, but not limited to, the laying construction, maintenance 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 itself insecure under this bond, it may require further and/or additional bonds of the principal.

EXECUTED this 8th day of December, 1989

S G & R Construction Company, Inc.
PRINCIPAL

BY: _____
Norman Rash, President

Hartford Fire Insurance Company
SURETY


BY: Philip Baker
Attorney-in-fact

HARTFORD FIRE INSURANCE COMPANY

40 1739

Hartford, Connecticut

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

611725

LELAND L. RAUCH, WANDA L. RAUCH, CAROL STEPHENSON, PHILIP BAKER,
EDWARD ARENS and ROY TRUKINGTON of HOUSTON, TEXAS

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed.

and to bind the HARTFORD FIRE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD FIRE 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 by and under authority of the following provisions:

(1) By-Laws adopted by the Stockholders of the HARTFORD FIRE INSURANCE COMPANY at a meeting duly called and held on the 9th day of March, 1971.

ARTICLE IV

SECTION 8 The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

SECTION 11 Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

(2) Excerpt from the Minutes of a meeting of the Board of Directors of the HARTFORD FIRE INSURANCE COMPANY duly called and held on the 11th day of June, 1976:

RESOLVED, Robert N. H. Sener, Assistant Vice-President, shall have as long as he holds such office the same power as any Vice-President under Sections 6, 7 and 8 of Article IV of the By-Laws of the Company.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD FIRE INSURANCE COMPANY at a meeting duly called and held on the 6th day of August, 1976.

RESOLVED, that, whereas Robert N. H. Sener, Assistant Vice-President, acting with any Secretary or Assistant Secretary, has the power and authority, as long as he holds such office, to appoint by a power of attorney, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Assistant Secretaries and Attorneys-in-Fact.

Now, therefore, the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, the HARTFORD FIRE INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 18th day of March 1988.

Attest:

HARTFORD FIRE INSURANCE COMPANY

Robert J. Mathieu

Robert J. Mathieu
Secretary



Robert N. H. Sener

Robert N. H. Sener
Assistant Vice-President

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

On this 18th day of March, A.D. 1988, before me personally came Robert N. H. Sener, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of the HARTFORD FIRE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

CERTIFICATE

I, the undersigned, Assistant Secretary of the HARTFORD FIRE INSURANCE COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore, that the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford

Dated the

8th

day of

December 1988



David A. Johnson
David A. Johnson
Assistant Secretary

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)

40 1740
AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 8111

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

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

Road or Ditch Name	Distance & Direction From : : Nearest Intersection	Length of : : Crossing	Type of Construction			
			Bored	Jacked	Driven	Cased
Settlers Way Blvd.	300' North of Cypress Creek	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
Settlers Way Blvd.	250' south of Cypress Creek	945' North of Cypress Creek	1,195'

General Description

Bore shall meet or exceed Requirements of 4 ft. below the crown of Road or two feet below ditch of Co. Roads.
Water line shall be laid at (2) two feet of cover to 4 feet depth
(Parallel Line) Ray D. D.

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: SG&R Construction Co. Inc.
AGENT and/or OWNER

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

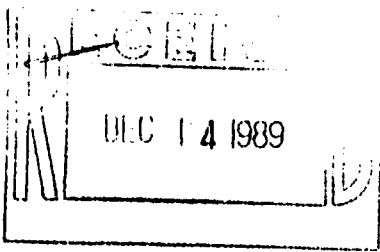
Norman Rash
(Signature)

NAME & TITLE Norman Rash, President
(Please Print)

DATE: 12-8-89

ADDRESS Rt. 1 Box, Highway 75 North
(Street/P.O. Box)
Huntsville, Tx 77340

City _____ State _____ Zip _____
TELEPHONE NO: 409/295-2865



24

40 1741

December 11, 1989

Fort Bend County
Engineering Department
P.O. Box 368
Richmond, TX 77469

Re: Renewal of Certain SPI Subdivision Letters of Credit

Gentlemen:

Enclosed are renewal amendments for the following SPI subdivision letters of credit. The amendments renewed the letters of credit for a period of one year following the current expiration date.

<u>Subdivision</u>	<u>Letter of Credit Number</u>	<u>Amount</u>	<u>Expiration Date</u>
Colony Meadows	I-403118	\$264,627	12/31/90
Old Mill Park Commercial	I-116221	\$ 31,072	01/31/91

If you have any questions about the enclosed, please let me know.

Sincerely,

Lynn O. Kehler
Vice President - Finance

/cbj

Enclosures

cc: Margaret Crawley
Beth Ingram
Jimmy Pappas



Texas Commerce Bank
NATIONAL ASSOCIATION
DOCUMENTARY SERVICES DIVISION
P.O. Box 2558, Houston, Texas 77252-8300
717 Travis Street, Houston, Texas 77002-8300

AS PER ORIGINAL

DECEMBER 08, 1989
L/C NO.: I-403118
AMENDMENT NO: 1

40 1742

Henry Meadows

Advising Bank

***** DIRECT *****

APPLICANT:

SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

JODIE STAVINOH, COUNTY JUDGE
FORT BEND COUNTY
POST OFFICE BOX 368
RICHMOND, TEXAS 77469

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE-REFERENCED LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

1 - THE EXPIRATION DATE IS EXTENDED TO DECEMBER 31, 1990.

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

Authorized Signature

I-403118- -004-A1-01-02-01

Provisions applicable to this credit

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



Texas Commerce Bank
NATIONAL ASSOCIATION
DOCUMENTARY SERVICES DIVISION
P.O. Box 2558, Houston, Texas 77252-8300
717 Travis Street, Houston, Texas 77002-8300 TELEX: 166053 TCB

AS PER ORIGINAL

DECEMBER 08, 1989
L/C NO.: I-116221 40 1743

AMENDMENT NO: 3

old Mill Park Commercial Reserve

Advising Bank

***** DIRECT *****

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

JODIE STAVINOH, COUNTY JUDGE
FORT BEND COUNTY
POST OFFICE BOX 368
RICHMOND, TEXAS 77469

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE-REFERENCED LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

1 - THE EXPIRATION DATE IS EXTENDED TO JANUARY 31, 1991.

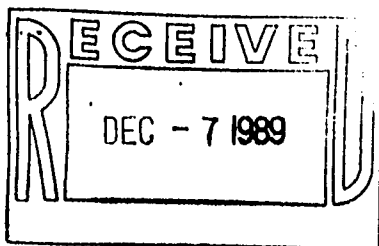
ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

Authorized Signature

I-116221- -006-A1-01-02-01

Provisions applicable to this credit

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



40 1744



December 4, 1989

Ms. Beth Betke
Texas Commerce Bank, N.A.
P. O. Box 2558
Houston, Texas 77252-2558

Re: Renewal of Certain Sugarland Properties Incorporated Letters
of Credit

Dear Beth:

Please renew and extend the following SPI Letters of Credit for a
period of one year following the expiration date noted below:

<u>Expiration Date</u>	<u>Beneficiary</u>	<u>Letter of Credit No.</u>	<u>Amount</u>
12/31/89	Fort Bend County	S110025	\$200,000
12/31/89	Fort Bend County	S110026	\$ 74,235
12/31/89	Fort Bend County	S110027	\$384,000
01/31/90	Fort Bend County	S116221	\$ 31,072
12/31/89	Fort Bend County	I403118	\$264,627
12/31/89	MBIA	G107901	\$500,000

Please have the renewal endorsements for the Fort Bend County
Letters of Credit in our offices no later than December 11, 1989.
SPI will forward the Fort Bend County Letters of Credit to the
beneficiary. With respect to the MBIA Letter of Credit, please
forward the renewal endorsement directly to the beneficiary (with
copy to SPI). If you need any additional information, please let
me know.

Sincerely,

Lynn O. Kehler
Vice President - Finance

/cbj

cc: Margaret Crawley
Ronald D. Drachenberg - County of Fort Bend

FIRST CITY, TEXAS - Houston, N.A.

International Division, Letters of Credit Department
P.O. Box 2557 • Houston, Texas 77252
Swift Address: FCNBUS 44 A
Phone (713) 658-6722
Telex ITT 4620034/TRT 166888

40 1745

AMENDMENT NUMBER 04 TO
LETTER OF CREDIT NO. I-90841
IRREVOCABLE STANDBY CREDIT

DATE OF THIS AMENDMENT DEC 20, 1989

APPLICANT: REF NO. 33 CONVERTED FC, CECILE MELLON 4709 AVENUE B ROSENBERG, TEXAS 77471	BENEFICIARY: FORT BEND COUNTY COMMISSIONERS COURT RICHMOND, TEXAS 77469
-------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------

ADVISING BANK: REF NO. 33 CONVERTED 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 DEC 23, 1990

REF: FIRST CITY, TEXAS - RICHMOND LETTER OF CREDIT NO.33

THE LETTER OF CREDIT NUMBER NOW READS 190841

THE DRAFT(S) AT SIGHT IS NOW DRAWN ON FIRST CITY, TEXAS - HOUSTON,
N.A., HOUSTON, TEXAS.

THE NAME OF THE ISSUING BANK IS NOW FIRST CITY, TEXAS - HOUSTON N.A.,
HOUSTON, TEXAS, AND THEREFORE, WHEREVER IN THE LETTER OF CREDIT IT
STATES FIRST CITY, TEXAS- RICHMOND (FORMERLY FIRST CITY NATIONAL BANK
OF RICHMOND) OR "US", IT MUST NOW READ AS FIRST CITY, TEXAS - HOUSTON
N.A., HOUSTON, TEXAS.

ALL DRAFTS MUST STATE ON THEIR FACE: "DRAWN UNDER FIRST CITY, TEXAS -
HOUSTON, N.A. IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 190841."

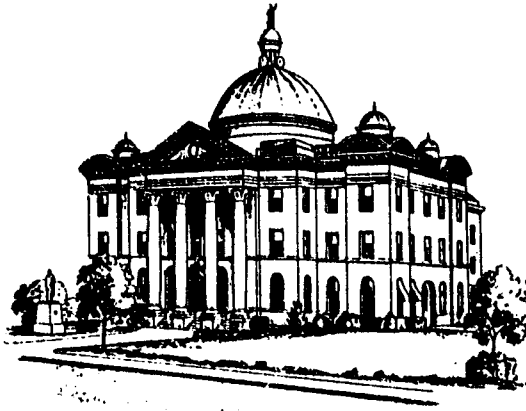
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

2640 1746

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 29, 1989


Each Member
Commissioner Court
Fort Bend County, Texas

Ref: Annual contract for the purchase of photographic supplies for the Fort Bend County Sheriff Department. Bid #90-016.

Gentlemen,

Attached is the tabulation for the above referenced bid. Please note that Jobar, Inc. did not meet specs on several items.

It is the recommendation of this office that Industrial Photographic Supply, Inc. be awarded the bid for photographic supplies and items for which a bid was not received be purchased on the open market as needed.


Gilbert D. Jaramo, Jr.
Assistant Purchasing Agent

ANNUAL CONTRACT FOR THE PURCHASE OF PHOTOGRAPHIC SUPPLIES. BID NUMBER 90-016

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	PRICE	QTY. CASE	REMARKS
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	1	COLOR NEGATIVE FILM: AGFA/PROCESS C-41, XRC-MINI (12+3).	\$1.49	100 ROLLS/CS.	PRICE PER ROLL
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		COLOR NEGATIVE FILM: AGFA/PROCESS C-41, XRC-MINI (12+3).			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR AGFA BRAND.
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	2	COLOR NEGATIVE FILM: AGFA/PROCESS C-41, XRC-MAXI (24+3).	\$2.10	100 ROLLS/CS.	PRICE PER ROLL
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		COLOR NEGATIVE FILM: AGFA/PROCESS C-41, XRC-MAXI (24+3).			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR AGFA BRAND.
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	3	BLACK & WHITE FILM: ILFORD/PROCESS C-41, XPI-400-20 EXP.	\$2.49	100 ROLLS/CS.	PRICE PER ROLL
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		BLACK & WHITE FILM: ILFORD/PROCESS C-41, XPI-400-20 EXP.	\$2.78	100 ROLLS/CS.	PRICE PER ROLL
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	4	COLOR NEGATIVE FILM: AGFA/PROCESS C-41, XRS 120/100 ISO.	\$2.27	500 ROLLS/CS.	PRICE PER ROLL
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		COLOR NEGATIVE FILM: AGFA/PROCESS C-41, XRS 120/100 ISO.			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR AGFA BRAND.
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	5	COLOR NEGATIVE FILM: ILFORD/PROCESS C-41, XPI 400-20 EXP.			NO BID THIS ITEM. PURCHASE ON OPEN MARKET
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		COLOR NEGATIVE FILM: ILFORD/PROCESS C-41, XPI 400-20 EXP.			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR ILFORD-BRAND.
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	6	COLOR PRINT PAPER: AGFA 8X10 SHT, 100 SHT/BOX, RA/4 COMPATIBLE	\$28.15	10/100 SHEET BOXES/CS.	PRICE PER 100 SHEETS
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		COLOR PRINT PAPER: AGFA 8X10 SHT, 100 SHT/BOX, RA/4 COMPATIBLE			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR AGFA BRAND.
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	7	COLOR PRINT PAPER: AGFA 11X14 SHT, 50 SHT/BOX, RA/4 COMPATIBLE	\$27.60	8/50 SHEET BOXES/CS.	PRICE PER 50 SHEETS
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		COLOR PRINT PAPER: AGFA 11X14 SHT, 50 SHT/BOX, RA/4 COMPATIBLE			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR AGFA BRAND.
JOBAR, INC./DBA JOBAR'S CAMERA CENTER	8	POLOROID TYPE 52 FILM: BLACK & WHITE COPY FILM.	\$347.00	10 BOXES/CS.	PRICE PER CASE
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.		POLOROID TYPE 52 FILM: BLACK & WHITE COPY FILM.			NO BID THIS ITEM.
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	9	POLOROID TYPE 669 FILM: 2X2, 4 PER SHEET COLOR FILM.	\$450.00	25/CS.	PRICE PER CASE

Purchase on OPEN MARKET

40 1747

ANNUAL CONTRACT FOR THE PURCHASE OF PHOTOGRAPHIC SUPPLIES. BID NUMBER 90-016

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	PRICE	QTY. CASE	REMARKS
JOBAR, INC./DBA JOBAR'S CAMERA CENTER	9	POLOROID TYPE 669 FILM: 2X2, 4 PER SHEET COLOR FILM.	\$458.50	25 TWIN PACKS/CS.	PRICE PER CASE
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	10	POLOROID TYPE 600 FILM: COLOR FILM, DOUBLE PACKS.	\$570.00	30/CS.	PRICE PER CASE
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		POLOROID TYPE 600 FILM: COLOR FILM, DOUBLE PACKS.	\$598.50	30 TWIN PACKS/CS.	PRICE PER CASE
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	11	POLOROID TINE ZERO FILM: COLOR FILM, DOUBLE PACKS.	\$570.00	30/CS.	PRICE PER CASE
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		POLOROID TINE ZERO FILM: COLOR FILM, DOUBLE PACKS.	\$598.50	30 TWIN PACKS/CS.	PRICE PER CASE
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	12	NEGATIVE PRINT FILES: FOR 35MM NEGATIVE. #35-7B 100 SHT/BOX.	\$19.02	1000 SHEETS/CS.	PRICE PER 100 SHEETS
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		NEGATIVE PRINT FILES: FOR 35MM NEGATIVE. #35-7B 100 SHT/BOX.	\$21.95	1000 SHEETS/CS	PRICE PER 100 SHEETS
JOBAR, INC./DBA JOBAR'S CAMERA CENTER	13	CANNED COMPRESSED AIR: 12 CANS/CASE	\$3.20	12 CANS/CS.	PRICE PER CAN
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.		CANNED COMPRESSED AIR: 12 CANS/CASE	\$3.75	12 CANS/CS	PRICE PER CAN
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	14	COLOR NEGATIVE CHEMISTRY: AGFA/PROCESS 70/C-41 CDR DEV.	\$68.74	2/12.5 GALS./CS.	PRICE PER 12.5 GALLONS
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		COLOR NEGATIVE CHEMISTRY: AGFA/PROCESS 70/C-41 CDR DEV.			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR AGFA BRAND.
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	15	UNIVERSAL FIXER: AGFA/PROCESS 70/C-41 BLACK & WHITE E6	\$21.96	5 GALLON CUBE	PRICE PER 5 GALLON CUBE
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		UNIVERSAL FIXER: AGFA/PROCESS 70/C-41 BLACK & WHITE E6			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR AGFA BRAND.
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	16	BLEACH CONCENTRATE: AGFA/PROCESS 70/C-41 AGFA BLC 5 GAL.	\$73.92	5 GALLON CONCENTRATE CUBE	PRICE PER 5 GALLON CUBE
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		BLEACH CONCENTRATE: AGFA/PROCESS 70/C-41 AGFA BLC 5 GAL.			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR AGFA BRAND.
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	17	STABILIZER: AGFA/PROCESS 70/C-41, AGFA SBR, 25 GAL. MIX.	\$7.97	25 GALLON MIX	PRICE PER 25 GALLON MIX
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		STABILIZER: AGFA/PROCESS 70/C-41, AGFA SBR, 25 GAL. MIX.			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR AGFA BRAND.
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	18	COLOR PAPER DEVELOPER: AGFA/PROCESS 95/R4, CDR-RT, 4X10 LTR/BOX.	\$11.00	4/10 LITER/BOX	PRICE PER 10 LITER
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		COLOR PAPER DEVELOPER: AGFA/PROCESS 95/R4, CDR-RT, 4X10 LTR/BOX.			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR AGFA BRAND.

ANNUAL CONTRACT FOR THE PURCHASE OF PHOTOGRAPHIC SUPPLIES. BID NUMBER 90-016

COMPANY NAME	ITEM NUMBER	ITEM DESCRIPTION	PRICE	QTY. CASE	REMARKS
INDUSTRIAL PHOTOGRAPHIC SUPPLY, INC.	19	COLOR PAPER BLEACH FIX: AGFA/PROCESS 95/R4, DIR PART A&B	\$19.10	2/10 LITER/BOX	PRICE PER 10 LITER
JOBAR, INC./DBA JOBAR'S CAMERA CENTER		COLOR PAPER BLEACH FIX: AGFA/PROCESS 95/R4, DIR PART A&B			NON SPEC BIDDING KODAK BRAND, SPECS CALL FOR AGFA BRAND.

27. ACCEPTING FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept fee officers monthly report for NOVEMBER 1989 as presented by Robert Grayless, County Auditor. (Recorded in minutes in full)

28. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (LANDFILL), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E), VICS, AND CONSIDER ACTION:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve invoice from Jack Matson totaling \$2,850.00 and authorize District Attorney's office to engage Mr. Matson for future services. Funds to come from County Engineer. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 11:15 a.m.

RECONVENE:

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

29. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR MODIFICATION OF EXISTING MOVABLE SHELVING AND THE PURCHASE AND INSTALLATION OF AN ELECTRONIC STORAGE AND RETRIEVAL SYSTEM AND CLUSTERED WORKSTATIONS (#90-017):

The following bids were presented to Commissioners' Courts.

A) NB Business \$160,522.00

30. APPROVE BILLS:

Cancelled

31. ADJOURNMENT:

Commissioners' Court adjourned at 1:40 p.m.



ROBERT N. GRAYLESS
COUNTY AUDITOR

County Auditor

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

27
40 1751

AREA CODE 713
341-3760

January 2, 1989

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of November, 1989. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

The breakdown of the fees paid by the Tax Collector in November is attached to this letter.

The following is the criminal and civil case report for the JPs for the month of November, 1989:

JP	# OF CASES:	New	Pending	Dismissed	Paid	Open	Civil Cases
JP 1	Geick	797	4260	233	504	4320	46
JP2-1	Molina	224	1447	86	241	1344	41
JP2-2	Fredrickson	338	1068	123	236	1027	5
JP3	Stahl	226	467	8	69	616	64
JP4	Adolphus	493	4489	147	331	4504	27

There was nothing that would lead us to believe that these reports are not, in all material respects, a fair representation of cash transactions of the records presented to us.

FEE OFFICERS REPORT TO COMMISSIONERS COURT
PAGE 2

JANUARY 2, 1989

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1989.

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

Moved by Commissioner____, seconded by Commissioner____,
duly put and carried, it is ordered that the monthly
reports of fees collected by Fee Officers identified
below, for the month of November, 1989 be approved as
recommended by the County Auditor in his letter of
January 2, 1989.

Jodie Stavinoha, County Judge
Sam Dick, District Attorney
Dianne Wilson, County Clerk
Glory Ketelers, District Clerk
Perry Hillegeist, Sheriff
Gary Geick, JP Pct. 1
George Molina, JP Pct. 2-1
Marsha Gaines, Tax Collector

Gary Fredrickson, JP Pct. 2-2
Robert Stahl, JP Pct. 3
James Adolphus, JP Pct. 4
R.L. "Tiny" Gaston, Constable Pct. 1
Ray Breeding, Constable Pct. 2
Rob Cook, Constable Pct. 3
S. H. Werlein, Constable Pct. 4

Yours very truly,



Robert Grayless,
County Auditor

RG:DP:dp

FEE OFFICERS REPORT TO COMMISSIONERS COURT
NOVEMBER 1989

OFFICER	SOURCE	GROSS AMOUNT	FEE OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED	YEAR TO DATE
County Clerk	Civil	66,374.25					
	Criminal	49,742.00	75,509.00	20,920.50	19,686.75	116,116.25	1,386,449.16
District Clerk	Civil	66,833.44					
	Criminal	15,067.50	31,783.99	4,836.00	45,280.95	81,900.94	796,000.00
Tax Collector	See Letter	121,890.54	121,890.54			121,890.54	2,106,695.92
District Atty. ****Bad Check		3,498.92	3,498.92			3,498.92	39,733.14
Sheriff	Criminal	29,669.50	3,219.50		26,450.00	29,669.50	295,856.48
J.P. #1	Civil	2,897.00					
	Criminal	29,260.50	19,370.90		12,786.60	32,157.50	273,273.23
J.P. #2-1	Civil	2,445.00					
	Criminal	13,815.03	12,340.53		3,919.50	16,260.03	203,705.26
J.P. #2-2	Civil	270.00					
	Criminal	14,269.50	9,781.50		4,758.00	14,539.50	214,855.35
J.P. #3	Civil	4,148.60					
	Criminal	3,701.30	6,400.40		1,449.50	7,849.90	104,528.75
J.P. #4	Civil	1,220.00					
	Criminal	17,981.30	12,440.80		6,760.50	19,201.30	168,157.77
Constable #1	Civil	59,133.71	2,261.84		56,871.87	59,133.71	238,277.88
Constable #2	Civil	2,215.00	2,215.00			2,215.00	27,452.87
Constable #3	Civil	12,436.01	5,166.35		7,269.66	12,436.01	171,279.98
Constable #4	Civil	22,048.05	2,506.64		19,541.41	22,048.05	113,866.54
TOTAL		538,917.15	308,385.91	25,756.50	204,774.74	538,917.15	6,140,132.33

* 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 AUDITOR

TAX/COLLECTOR FEES & INTEREST
PAID IN THE MONTH OF
NOVEMBER, 1989

HIGHWAY FEES AUG 1989.....	\$64,271.95	
HIGHWAY FEES SEPT 1989.....	0.00 *	
	0.00	
TOTAL HIGHWAY FEES		\$64,271.95
PROPERTY TAX COMMISSIONS		
SEPT 1989 PAGE 14,15.....	173.71	
OCT 1989 PAGE 6,9-12....	2,385.83	
NOV 1989 PAGE 1.....	9.80	
	0.00	
TOTAL COMMISSIONS		2,569.34
TAX CERTIFICATES -SEPTEMBER 1989	0.00 *	
MUD CERTIFICATES -SEPTEMBER 1989	0.00	
	0.00	
TOTAL COMMISSIONS		0.00
ROAD AND BRIDGE -	46,317.50	
Reports #45-48, 1989		
TOTAL ROAD & BRIDGE		46,317.50
BEER AND LIQUOR - OCT 1989.....	4,651.25	
	0.00	
TOTAL BEER & LIQUOR		4,651.25
INTEREST-NOW ACCT SEPT 1989	3,237.01	
PROPERTY TAX INVESTMENTS	0.00	
HIGHWAY INVESTMENTS	665.00	
JUDGEMENT FEES	178.49	
COPIES OF TAX ROLL	0.00	
SALE OF DELINQUENT TAX ROLL TAPE	0.00	
TOTAL INTEREST & MISC. FEES..		4,080.50
GRAND TOTAL FEES		\$121,890.54
		=====

* Not paid in November 1989.

BY Mary Hancock
 Mary Hancock, Internal Auditor 12/13/89



ROBERT N. GRAYLESS
COUNTY AUDITOR

County Auditor

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

AREA CODE 713
341-3760

January 2, 1989

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of November, 1989. We maintain certain records relating to financial transactions of these officers and accordingly, our examination included such auditing procedures as we considered appropriate in the circumstances.

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1989.


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

Moved by Commissioner____, seconded by Commissioner____, duly put and carried, it is ordered that the monthly reports of fees collected by Non-Fee Officers identified below, for the month of November, 1989 be approved as recommended by the County Auditor in his letter of January 2, 1989.

Ronald Drachenberg, Engineering
Walter Culpepper, Health & Sanitation
Daniel Kosler, Ambulance Service
A.E. "Al" Dobson, Adult Probation
Dennis McAfee, Juvenile Probation
Roman Bohachevsky, Library
Laidlaw Waste, Sanitary Landfill

Hopie Solomon, Indigent Care
Travis Boeker, Fairgrounds
Cynthia Reeves, Animal Control
Mary Lynn Chesshire,
Bail Bond Board
Elizabeth LaVois, Child Support

~~Yours very truly,~~


Robert Grayless,
County Auditor

RG:DP:dp

FORT BEND COUNTY
NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

NOVEMBER 1989

	TOTAL COLLECTED	YEAR TO DATE
CHILD SUPPORT	1,500.00	17,976.00
	-----	-----
HEALTH AND SANITATION	1,996.00	25,429.73
	-----	-----
AMBULANCE	9,216.13	97,987.14
	-----	-----
ANIMAL CONTROL	561.65	6,859.65
	-----	-----
SANITARY LANDFILL	125,265.51	1,367,808.19
	-----	-----
LIBRARIES	5,574.70	56,035.18
	-----	-----
INDIGENT CARE	73.00	894.00
	-----	-----
FAIRGROUNDS	4,229.50	50,616.25
	-----	-----
ADULT PROBATION (FUND 99)	47,107.49	471,188.96
	-----	-----
JUVENILE PROBATION	7,495.00	24,687.87
	-----	-----
COUNTY ENGINEERING	892.00	12,865.00
	-----	-----
BAIL BOND BOARD	0.00	2,500.00
	-----	-----
TOTAL FOR MONTH	203,910.98	2,134,847.97
	=====	=====

AUDITOR'S FORM 1054

COUNTY OF FORT BEND

Engineering Department

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

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

3403 Avenue F
Phone: 342-3039

December 28, 1989

Judge Jodie E. Stavinoha/FBC Judge
Commissioner Bud O'Shieles/FBC Precinct #1
Commissioner Ben Denham/FBC Precinct #2
Commissioner Bob Lutts/FBC Precinct #4
Mr. Larry Wagenbach/FBC Asst. Dist. Attorney-Civil Div.

RE: The following items are on the agenda for January 2, 1990.

Gentlemen:

- #1. Consider application for permit from FBC MUD #2 to repair a force main line under Belknap Rd., Pct. 3 (delivered to Pct. 3).
- #2. Consider application for permit from S.G. & R. Costruction Co., Inc. to install a water line along and a sanitary sewer line under Settlers Way Blvd., Pct. 3 (delivered to Pct. 3).
- #3. Consider accepting renewal amendments for Colony Meadows, Sec. 1, Pct. 4, Old Mill Park Commercial Reserve, Pct. 3 and Mocking Bird Acres, Pct. 2 Letters of Credit (attached).
- #4. Consider approval of agreements with the City of Alvin and Tricel for the use of their Solid Waste Disposal Facility (see attachment).
- #5. Consider advertising for bids on one or more new full size utility vehicle.
- #6. Close Session (Consider approval of services from Jack Matson Ph.D., P.E. for the Landfill Hearing).

If you have any questions, please contact this office.

Sincerely,

Ron D. Drachenberg, P.E.

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

RDD:rp

attachments



Texas Commerce Bank
NATIONAL ASSOCIATION
DOCUMENTARY SERVICES DIVISION
P.O. Box 2558, Houston, Texas 77252-8300
717 Travis Street, Houston, Texas 77002-8300 TELEX: 166053 TCB

DECEMBER 08, 1989
L/C NO.: I-403118
AMENDMENT NO: 1

40 1758

Advising Bank

***** DIRECT *****

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

JODIE STAVINOH, COUNTY JUDGE
FORT BEND COUNTY
POST OFFICE BOX 368
RICHMOND, TEXAS 77469

Colony Meadows, Sec. 1

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE-REFERENCED LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

1 - THE EXPIRATION DATE IS EXTENDED TO DECEMBER 31, 1990.

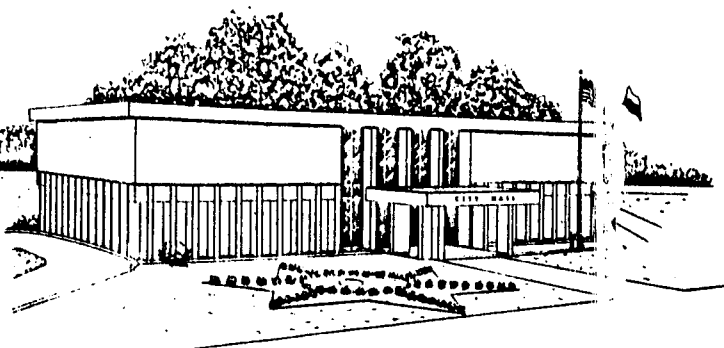
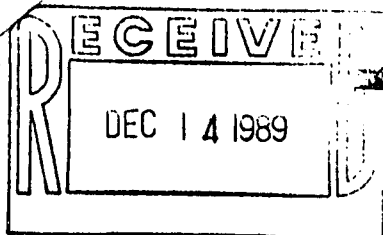
ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

I-403118- -004-A1-01-02-01

Authorized Signature

Provisions applicable to this credit

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



City of Alvin

DECEMBER 12, 1989

MR. RON DRACHENBERG
FORT BEND COUNTY
P. O. BOX 1449
ROSENBERG, TX 77471-1449

DEAR MR. DRACHENBERG:

THANK YOU FOR YOUR INTEREST IN THE CITY OF ALVIN SOLID WASTE DISPOSAL FACILITY. WE HAVE ATTACHED A MAP FOR YOUR CONVENIENCE TO SHOW OUR NEW LOCATION.

OUR NEW SOLID WASTE FACILITY HAS NEWLY PAVED ROADS WHICH WILL PROVIDE BETTER ACCESS IN ALL TYPES OF WEATHER. IT IS EASILY ACCESSIBLE FROM BOTH HWY. 288 AND HWY. 35 BYPASS. THE RATES ARE THE SAME AS THE OLD LANDFILL, \$2.35 PER CUBIC YARD FOR LOOSE MATERIAL AND \$2.75 PER CUBIC YARD FOR COMPACTED MATERIAL. THE HOURS OF OPERATION FOR OUR FACILITY ARE 7:00 A.M. TO 4:00 P.M. MONDAY THROUGH FRIDAY AND 7:00 A.M. TO 3:00 P.M. ON SATURDAY. OUR FACILITY WILL BE OPEN ON MOST HOLIDAYS AND EXTENDED HOURS OF OPERATION ARE POSSIBLE. (WE WILL BE CLOSED FOR CHRISTMAS DAY, DECEMBER 25, 1989, AND FOR NEW YEAR'S DAY, JANUARY 1, 1990.)

WE WOULD LIKE TO INVITE YOU TO VISIT OUR NEW FACILITY AND TO CONSIDER LETTING US PROVIDE YOU WITH A CONVENIENT DISPOSAL SITE. I ALSO HAVE ATTACHED A CREDIT APPLICATION SO THAT WE MAY PROVIDE YOU WITH A CHARGE ACCOUNT FOR YOUR COMPANY. PLEASE RETURN THE COMPLETED APPLICATION, ALONG WITH A \$100 DEPOSIT, AND AFTER VERIFYING THIS INFORMATION, WE WILL SET UP AN ACCOUNT FOR YOUR COMPANY AND YOU WILL BE BILLED MONTHLY FOR YOUR USE OF OUR LANDFILL.

WE LOOK FORWARD TO PROVIDING YOU WITH A CONVENIENT AND ECONOMICAL DISPOSAL FACILITY. IF YOU NEED ANY ADDITIONAL INFORMATION, PLEASE FEEL FREE TO CALL ME AT (713)331-8314.

SINCERELY,


PHILLIP J. WEBB
SANITATION SUPERINTENDENT

Attachments: Map
Credit Application

216 W. Sealy Alvin, Texas 77511 713-585-6165

AS PER ORIGINAL

CITY OF ALVIN
TYPE I MUNICIPAL SOLID WASTE DISPOSAL FACILITY

LANDFILL LOCATION:

11703 COUNTY ROAD 38, FOUR (4) MILES NORTH OF
F.M. 1462, ALVIN, TEXAS

LANDFILL HOURS:

7:00 A.M. TO 5:00 P.M. - MONDAY THROUGH FRIDAY
7:00 A.M. TO 3:00 P.M. - SATURDAY

DUMPING FEES:

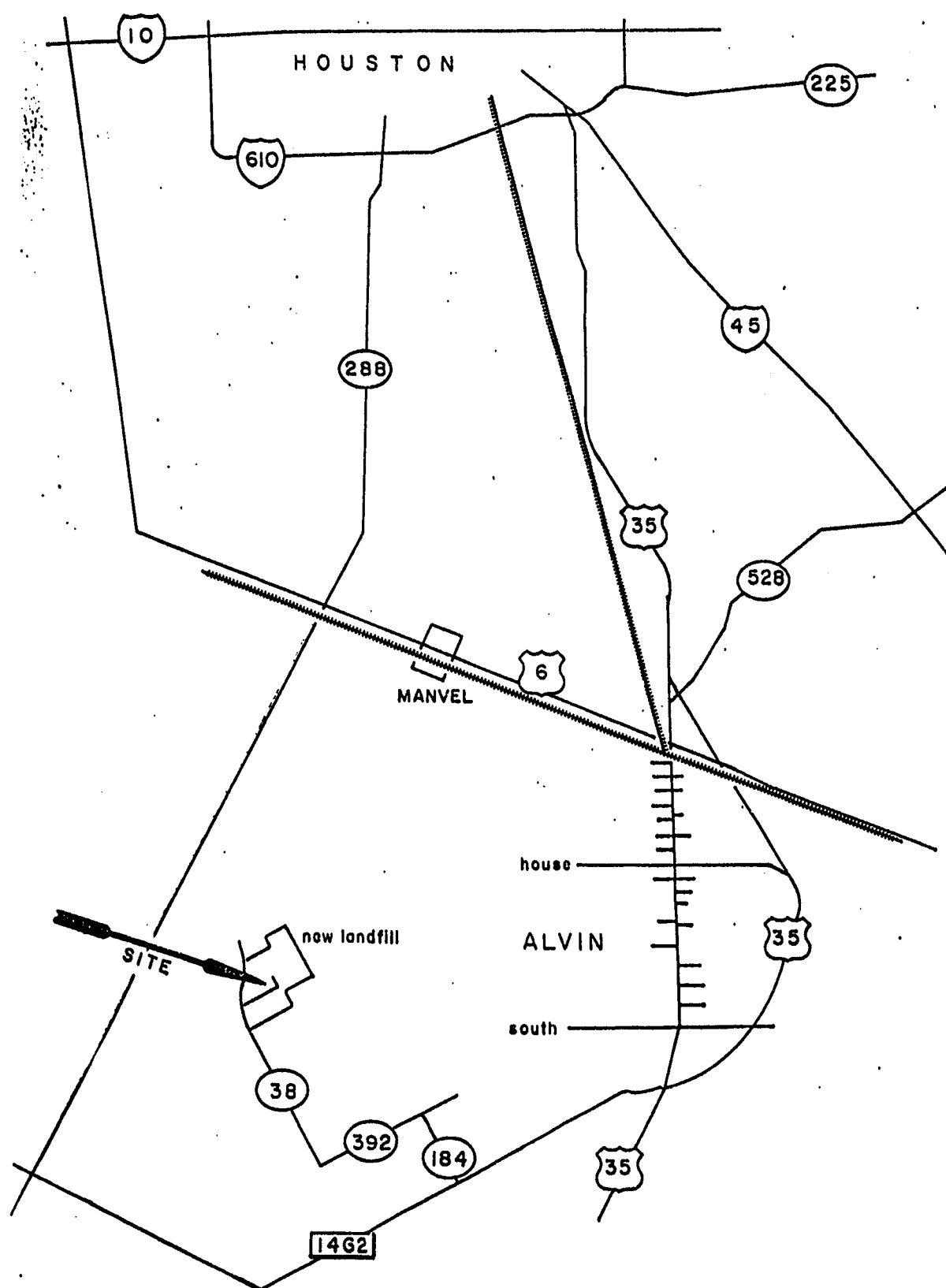
\$5.00 PER LOAD FOR A PICKUP LOAD, TWO-WHEEL
UTILITY TRAILER LOAD OR LESS

\$2.75 PER CUBIC YARD OF COMPACTED MATERIAL
MULTIPLIED BY THE AVAILABLE CAPACITY
OF THE CARRIER OR VEHICLE

\$2.05 PER CUBIC YARD OF LOOSE MATERIAL
MULTIPLIED BY THE AVAILABLE CAPACITY
OF THE CARRIER OR VEHICLE

THE FOLLOWING ITEMS CANNOT BE DISPOSED OF AT OUR CITY
LANDFILL: TIRES, VEHICLE BODIES, VEHICLE BATTERIES,
AND HAZARDOUS WASTE.

FOR FURTHER INFORMATION REGARDING THE LANDFILL, CONTACT
PHILLIP D. WEBB, SANITATION SUPERINTENDENT, CITY OF ALVIN,
AT 713/851-8814 OR 713/585-6165, EXT. 60, OR THE LANDFILL
GATE ATTENDANT'S OFFICE AT 713/585-6003.



TRICIL ENVIRONMENTAL RESPONSE INC.
P. O. BOX 19529 HOUSTON, TEXAS 77224
APPLICATION FOR CREDIT

40 1762

General InformationDate: 12-19-89Company Name: FT. BEND CO. ENGR. DEPT Telephone: 713-342-3039

Type of Entity: Corporation Partnership Proprietorship When Established: _____

Former Business Name/Assoc. Co. _____

Mailing Address: PO Box 1449Street Address: 3403 AVE "F" ROSENBERG, TX 77471Banking InformationBank Name: NCNB Officer's Name _____ Account# _____
RICHMONDOfficer/Owner InformationName/Title: RON DRACHENBERG Name/Title: JODIE STAVIHOHA
COUNTY ENGR COUNTY JUDGE

Home Address: _____ Home Address: _____

City/State/Zip: ROSENBERG, TX 77471 City/State/Zip: 500 JACKSON, RICHMOND TX
77469

Home Phone: _____ Home Phone: _____

Social Security # _____ Social Security # _____

Driver's License # _____ Driver's License # _____

A certificate of exemption must be received by us for each tax exempt project and a copy of your contract and bond. Please attach a copy of your most recent financial statements.

Trade References

	<u>Name</u>	<u>Address</u>	<u>Phone #</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

Bonding Information

Company: _____ Agent: _____ Phone # _____

#2

TRICIL ENVIRONMENTAL RESPONSE INC.

Page 2

Agreed Payment Terms: Net 10th Prox.

40 1763

I/We the below signed do acknowledge and accept the above named company's terms that all invoices are due and payable on the 10th prox. and that interest may be charged on all past due, at the maximum allowed by law. It is expressly agreed that all obligations of the parties created herein are performable and shall have venue in Harris County, Texas. The applicant expressly represents that the services or goods purchased herein are not intended primarily for personal, family, household or agricultural use.

Jodi E. Starin *Harris County Judge* *12/19/89*
 Authorized Officer and Title Date

In consideration of goods being sold on open account to the above named firm, I personally guarantee all indebtedness hereunder. I further agree that this guarantee is an absolute completed and continuing one, and no notice of the indebtedness already or hereafter contracted need be given. The terms may be rearranged, extended and/or renewed without notice to me. That I will, within five (5) days from date of notice that the account is past due, pay the amount due.

Guarantor	Driver's License Number	Date
Address		Telephone Number
Guarantor	Driver's License Number	Date
Address		Telephone Number

JACK V. MATSON Ph.D., P.E.
CONSULTING ENGINEER
10919 BRAES FOREST
HOUSTON, TEXAS 77071
713-776-8617

40 1764

AS PER ORIGINAL

C/C 12-11-89

December 4, 1989

Mr. Larry D. Wagenbach
Assistant District Attorney
Chief-Civil Section
Fort Bend County
Richmond, Texas 77469

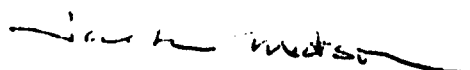
Re: Contract

Dear Mr. Wagenbach:

The invoice for services rendered in November is \$4011.94. This includes:
J.V. Matson \$2850 consultation; Elizabeth Goreham \$920 research, \$45 in
auto expenses and \$196.94 in document and production charges.

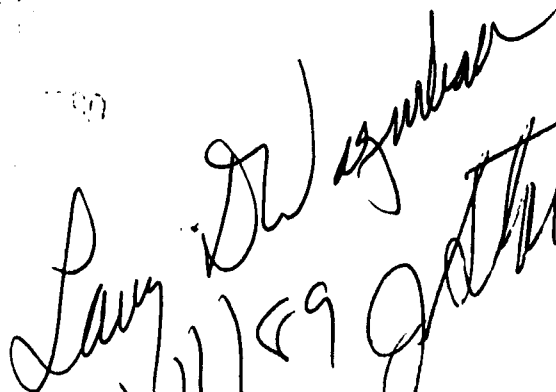
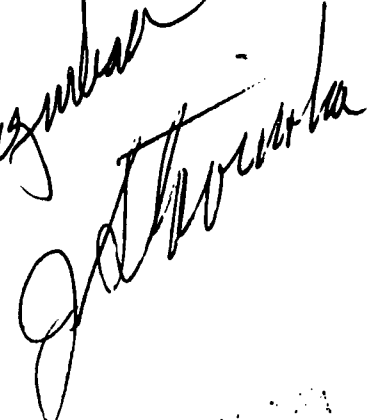
These services are itemized on the following pages.

Sincerely,



Jack V. Matson, Ph.D., P.E.

Tax ID 742-18-9393


12/11/89


COPIED
FBI
NOV 15 1989

018167

RECEIVED
12-28-89

COPIED
FBI
NOV 15 1989

ITEMIZED TIME AND EXPENSE SHEET

Invoice Period: November 7, 1989 - December 3, 1989

Consultation - Jack Matson

<u>DATE</u>	<u>HOURS</u>	<u>ACTIVITY</u>	
11/18	2	Preparation of Expert Report	
11/20	4	"	
11/22	4	"	
11/24	3	"	
11/25	1	"	
11/27	3	Meeting w/ LDW	
11/30	2	Sewer System Evaluation	
	19 hours	@ \$150 =	\$2850.00

Expenses:

Auto - 40 miles @ .25	=	\$ 10.00
-----------------------	---	----------

Sub-Total	\$2860.00
-----------	-----------

PAGE 2

Research - Elizabeth Goreham

11/7	2.0	UH Research Library	
11/8	1.5	Research Landfill Incidents	
11/9	1.5	UH Library Document search	
11/13	3.0	Modeling discussion/research	
11/15	1.0	Rice Library Research	
11/16	6.0	Research UH and Rice Libraries; EPA	
11/17	1.0	EPA documents; bibliography	
11/19	1.5	Bibliography organization	
11/20	5.0	Bibliography; research documents	
11/21	2.0	Expert Report assistance	
11/22	1.5	Expert Report	
11/23	4.5	Expert Report	
11/24	5.5	Expert Report	
11/25	3.0	Expert Report	
11/26	3.0	Expert Report	
11/27	3.0	Expert Report completion/ discussion with LDW	
11/27	<u>1.0</u>	Research	
	46.0	@ \$20 =	\$920.00

Expenses:

NTIS -- EPA Documents (receipts enclosed)	\$ 76.90
Auto - 3 roundtrips to UH, (@30mi), 2 roundtrip to Rice (@25 mi) 2 roundtrips to Kinkos copies @ 25	\$ 35.00
Production expense, Expert Report	<u>120.04</u>
Expenses	\$ 231.94

Sub-Total	\$1151.94
-----------	-----------

TOTAL DECEMBER 1989 BILLING	<u>\$4011.94</u>
-----------------------------	------------------

BID ITEM: MODIFICATION OF EXISTING MOVEABLE SHELVING AND THE PURCHASE AND
INSTALLATION OF AN ELECTRONIC STORAGE AND RETRIEVAL SYTSTEM AND
CLUSTERED WORKSTATIONS.

BID NUMBER: 90-017.

VENDORS WHO ATTENDED THE MANDATORY PRE-BID CONFERENCE AND ARE ELIGIBLE TO BID

COMPANY

BID PRICE

ADVANCED OFFICE SYSTEMS

FINGER OFFICE FURNITURE

N.B. BUSINESS SYSTEMS

STEVE PARTAIN

TEXAS SPACESAVER

7160,522.00

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

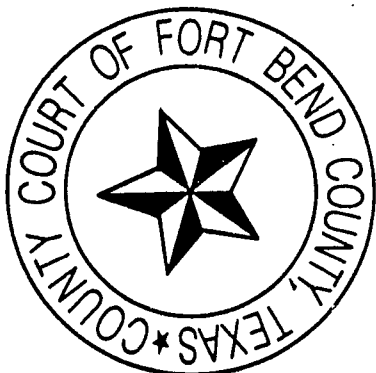
FORT BEND COUNTY, TEXAS

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 13, 19 90.STARTING WITH
FILM CODE NO. 40-1698ENDING WITH
FILM CODE NO. 40-1767DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXASBY Melissa Rodriguez
MELISSA RODRIGUEZ 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 13
DAY OF MARCH, 1990.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 1770.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA .G.MARTIN DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JANUARY 8, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 2, 1990.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Approve service/maintenance agreements for County equipment.
6. Consider appointing new director for First Colony L.I.D. #2.
7. Set holiday schedule for 1990.
8. Consider recommendations from Salary Grievance Committee.
9. Set public hearing for traffic control devices in San Miguel Sub., Sec. 6, at Via Bella & Barbarosa, Pct. 3.
10. Set public hearing for closing Dry Creek bridge on Gubbels Rd, Pct. 1.
11. Consider approval of interlocal agreements with the following entities: Cities of Richmond & Thompsons, Lamar C.I.S.D. & Wharton County Junior College, Pct. 1.
12. Consider approval of interlocal agreement with Austin County for the housing of juveniles.
13. Consider approval of lease agreement for Pct. 3 Justice of the Peace office space.
14. Approve payment for right-of-way on Bois d'Arc bridge project.
15. Consider approval of 1990 dues to County Judges & Comm. Assn. of Texas.
16. Consider approving contract between Fort Bend County & Fort Bend County Museum Assn.
17. 10:00 a.m. - Hold public hearing concerning closure of Canal Rd., Skinner Lane & Farmer Rd. crossing Grand Parkway right-of-way, and consider taking action.
18. Appoint members to 1990 Grievance Committee.
19. Consider approving contract with Deloitte & Touche for audit services for year ending 12-31-89.
20. Consider accepting right-of-way easements in Pct. 2 from the following: (1) J. A. Eversole; (2) Pecan Bend Property Owners Assn.; and (3) Donation for State Hwy. 36 By-pass. *PCT. 4*
21. Consider taking action on bid #90-017 for modification of existing movable shelving and the purchase and installation of an electronic storage & retrieval system and clustered workstations.
22. Authorize deposit of cashiers check performance bond from Home Works Etc. on Bid #90-014.
23. Authorize advertising for bids for one or more pickup trucks for the Drainage District.
24. Meet in Closed Session to discuss land matters (east-end annex), as authorized by Art. 6252-17, Sec. 2(f), VTCS, and consider taking action.
25. 11:00 a.m.- Open bid #90-019 for indigent health care billing services.

26. 1:30 p.m. - Open and consider accepting RFP's for Third Party Administrator to administer the IRC Sec. 125 Benefits Plan for employees of Fort Bend County.
27. Approve bills.
28. Adjournment.

FILED FOR RECORD

TIME 3:05 ~~A.M.~~ P.M.

JAN 4 1990

Dinae Wilson
County Clerk Fort Bend Co. Tex.

Jodie E. Stavinocha
Jodie E. Stavinocha, County Judge *AK*

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, January 4, 1990 at 3:15 p.m. by *Norma Lindsey*.

SPECIAL SESSION

BE IT REMEMBERED That on this 8TH day of JANUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF JANUARY 2, 1990:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of January 2, 1990.

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 O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out of town travel requests for EMERGENCY MANAGEMENT, COMMISSIONER PRECINCT #2, #3 #1, JUVENILE PROBATION, LIBRARY, HEALTH DEPT., COUNTY JUDGE, AUDITOR and TAX ASSESSOR/ COLLECTOR. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

None

6. CONSIDER APPOINTING NEW DIRECTOR FOR FIRST COLONY L.I.D. #2:

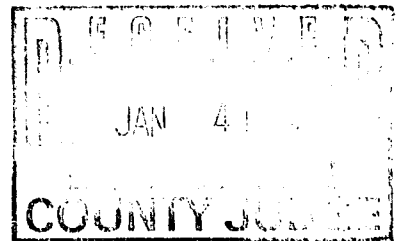
Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to appoint Michael L. Homeyer of Sugar Land to First Colony L.I.D. #2, effective January 8, 1990 for a two year term, as requested by John Cannon. (Recorded in minutes in full)

7. SET HOLIDAY SCHEDULE FOR 1990:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and motion fails, with Commissioner Lutts voting no, Commissioner Pressley voting no and Judge Stavinoaha voting to abstain, to set the 1990 holiday scheduled as follows:

FORT BEND COUNTY
TRAVEL AUTHORIZATION

401 1773



TO: COMMISSIONERS COURT

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

Sam Simeon

DATE OF DEPARTURE: January 15, 1990

DATE OF RETURN: January 17, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: to attend: "Introduction to Auditing: A Seminar for County Auditors"

MODE OF TRANSPORTATION: County Vehicle

DEPARTMENT HEAD APPROVAL: Robert Grayless, County Auditor
Name & Department

DATE: December 12, 1989

Robert Grayless
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Starvinaka

Date 1/8/90

(Emergency Approval: _____ Date _____)

WHITE COPY: Commissioners Court Copy

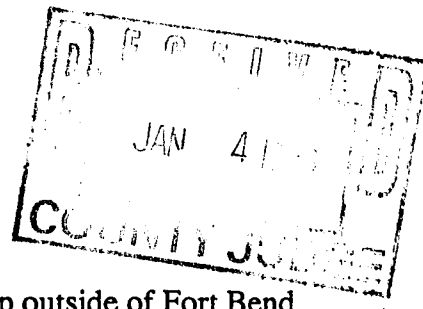
CANARY COPY: Treasurer's Advance

PINK COPY: Attach To Travel Expenses

GOLDENROD COPY: Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1774



TO: COMMISSIONERS COURT

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

Wolfram Von-Maszewski

DATE OF DEPARTURE: February 16, 1990

DATE OF RETURN: February 18, 1990

(Will be driving back
and forth each day.)

DESTINATION: George Ranch, Richmond, TX

PURPOSE OF TRIP: To attend the annual meeting of the Mountain/Plains regional
conference of the Association for Living Historical Farms and Agricultural
Museums.

MODE OF TRANSPORTATION: personal auto

DEPARTMENT HEAD APPROVAL:

Roman S. Bohachevsky, Library
Name & Department

DATE: 1-2-90

R. S. Bohachevsky
Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

J. Starnish
1/8/90

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

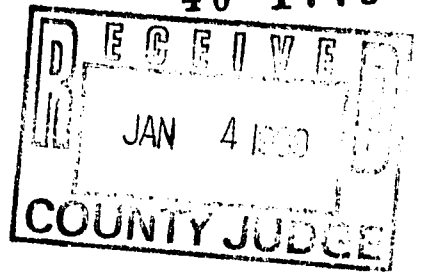
CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1775



TO: COMMISSIONERS COURT

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

Dois FREDERICK MARK Williams
Tim HAZELrig _____
Bobby HUGHES _____

DATE OF DEPARTURE: 02/12/90

DATE OF RETURN: 02/15/90

DESTINATION: SAN ANTONIO

PURPOSE OF TRIP: TO ATTEND SAFE HANDLING OF TRAFFIC
IN CONSTRUCTION AND MAINTENANCE AREAS.

MODE OF TRANSPORTATION: COUNTY VEHICLE.

DEPARTMENT HEAD APPROVAL: ROAD & BRIDGE PCT. 3
Name & Department

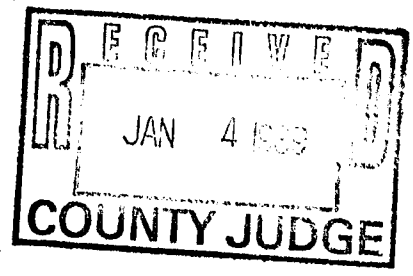
DATE: 01/03/90 AB [Signature]
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Starvinich
Date 1/8/90

(Emergency Approval: _____ Date _____)

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:

PAM WITTNEBEN

Period: Date of Departure JANUARY 21, 1990

Date of Return JANUARY 25, 1990

Purpose of Trip: COURSE 120 TAAO SCHOOL

Places to be Visited: AUSTIN, TEXAS

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

PERSONAL AUTO

Donald J. Guiney
Name

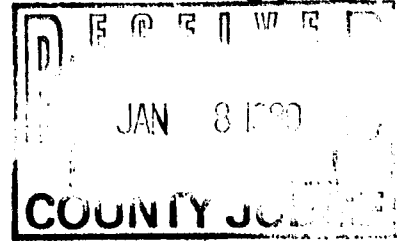
JANUARY 2, 1990
Date

TAX ASSESSOR/COLLECTOR
Title

Approved: Commissioners' Court

J. Strvinola
County Judge

1/8/90
Date



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:

R. L. O'Shieles

Period: Date of Departure January 22, 1990

Date of Return January 25, 1990

Purpose of Trip: to attend the 32nd Annual County Judges and
Commissioners Conference at A&M University in College Station

Places to be Visited: College Station, Texas

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

R. L. O'Shieles
 Name

January 5, 1990
 Date

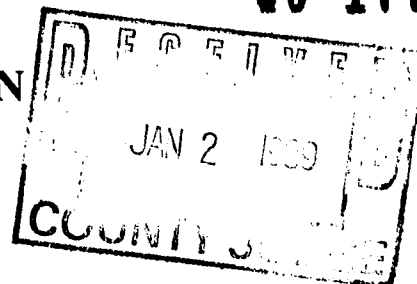
Commissioner, Precinct #1
 Title

Approved: Commissioners' Court
J. A. Strunk
 County Judge

1/8/90
 Date

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1778



TO: COMMISSIONERS COURT

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

Commissioner Ben G. Denham

DATE OF DEPARTURE: January 23, 1990

DATE OF RETURN: January 25, 1990

DESTINATION: County Judges & Commissioners Conference
College Station, Texas

PURPOSE OF TRIP: conference

MODE OF TRANSPORTATION: personal vehicle

DEPARTMENT HEAD APPROVAL: Ben G. Denham, Commissioner Pct. 2
Name & Department

DATE: _____

Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Starvinok

Date 1/8/90

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

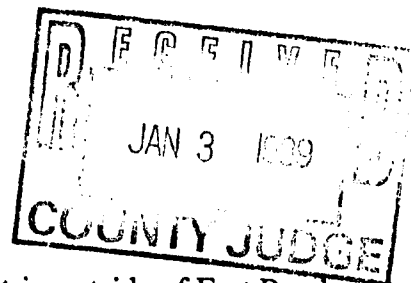
CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expenses

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1779



TO: COMMISSIONERS COURT

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

Jodie Stavinocha, County Judge

DATE OF DEPARTURE: January 23, 1990

DATE OF RETURN: January 25, 1990

DESTINATION: County Judges & Commissioners Conference
College Station, Texas

PURPOSE OF TRIP: Conference

MODE OF TRANSPORTATION: Personal Vehicle

DEPARTMENT HEAD APPROVAL: Jodie Stavinocha, County Judge
Name & Department

DATE: 1/2/90 J. Stavinocha
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinocha

Date 1/8/90

(Emergency Approval: _____ Date _____)

WHITE COPY: Commissioners Court Copy

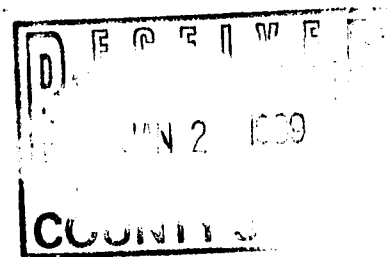
CANARY COPY: Treasurer's Advance

PINK COPY: Attach To Travel Expense

GOLDENROD COPY: Department

COUNTY OF FORT BEND

Travel Authorization



TO: COMMISSIONERS' COURT

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

Constance V. Becker, R. N.

Angela Ratjen, R. N.

Period: Date of Departure January 24, 1990

Date of Return January 26, 1990

Purpose of Trip: To attend Tuberculosis Seminar.

Places to be Visited: Austin, Texas

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

Personal Auto

Name

01/02/90
Date

Director, Fort Bend County Health Dept.
Title

Approved: Commissioners' Court

J. Spivey
County Judge

1/8/90
Date

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

Rich Spofford

DATE OF DEPARTURE: Jan. 7, 1990

DATE OF RETURN: Jan. 13, 1990

DESTINATION: Huntsville, Tex.

PURPOSE OF TRIP: Texas Probation Training Academy
S.H.S.U. (Basic Detention)

MODE OF TRANSPORTATION: ~~County Car~~ personal vehicle ^{DRM}

DEPARTMENT HEAD APPROVAL:

Name & Department

Dennis A. McAlfee - Juvenile Probation

DATE: 1/3/90

Signature

Dennis A. McAlfee

APPROVED COMMISSIONERS COURT: Presiding Official

Date

J. Stavinoha
1/8/90

(Emergency Approval:

Date

Jodie E. Stavinoha
1-4-90

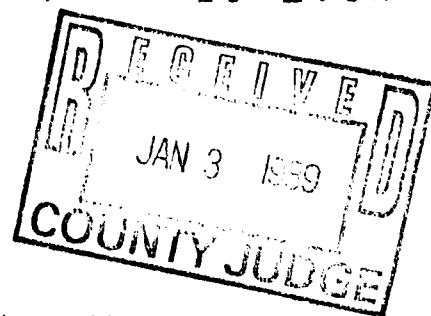
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Dois Frederick Bobby Hughes
Tim Hazelrig _____
Mark Williams _____

DATE OF DEPARTURE: 3-28-90

DATE OF RETURN: 3-31-90

DESTINATION: Dallas, Tx.

PURPOSE OF TRIP: To attend Safe Handling of Traffic in Construction and Maintenance Areas

MODE OF TRANSPORTATION: County Vehicle / air

DEPARTMENT HEAD APPROVAL: Road & Bridge Pct. 3
Name & Department

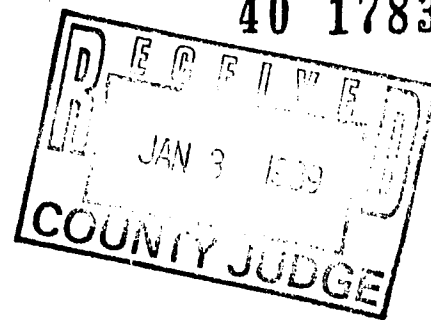
DATE: 1-2-90 Alton B. Prueby
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Stevenson
Date 1/8/90

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1783



TO: COMMISSIONERS COURT

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

Robert Ledger

Weldon Sheard

Steve Roote

DATE OF DEPARTURE: Jan. 29, 1990

DATE OF RETURN: Jan. 31, 1990

DESTINATION: Rosenberg, Texas

PURPOSE OF TRIP: attend basic water credit course

MODE OF TRANSPORTATION: County Vehicle

DEPARTMENT HEAD APPROVAL:

Name & Department

DATE: 1-2-90

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval:

Date

WHITE COPY - Commissioners Court Copy

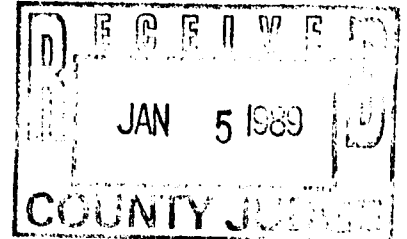
CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1784



TO: COMMISSIONERS COURT

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

Ron Bolyard

DATE OF DEPARTURE: January 29, 1990

DATE OF RETURN: February 1, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: attend course Basic Skills I Course on Personal
Development

MODE OF TRANSPORTATION: personal vehicle

DEPARTMENT HEAD APPROVAL: Mel Speed, Emergency Management Coordinator
Name & Department

DATE: 1/4/90

Mel Speed
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Stronika

Date 1/8/90

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

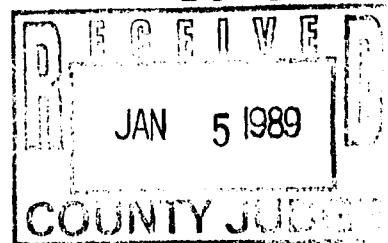
CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1785



TO: COMMISSIONERS COURT

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

Melvin Speed

DATE OF DEPARTURE: February 3, 1990

DATE OF RETURN: February 8, 1990

DESTINATION: Washington D.C.

PURPOSE OF TRIP: attend National Coordinators Conference

MODE OF TRANSPORTATION: Commercial Airlines

DEPARTMENT HEAD APPROVAL: Mel Speed, Emergency Management Coordinator
Name & Department

DATE: 1/4/ 90

Melvin L Speed
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Stevinska

Date 1/8/90

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

COATS, ROSE, YALE, HOLM, RYMAN & LEE

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
SUITE 500
6671 SOUTHWEST FREEWAY
HOUSTON, TEXAS 77074

Telephone (713) 776-3487

Telecopier (713) 776-8253

January 4, 1990

BY MESSENGER

Judge Jodie Stavinoha
Fort Bend County Judge
500 Liberty
Richmond, Texas 77469

Re: First Colony Levee Improvement District No. 2 of Fort
Bend County, Texas

Dear Judge Stavinoha:

At the January 8, 1990 Commissioners Court hearing please consider our request to appoint Michael L. Homeyer to the Board of Directors of First Colony Levee Improvement District No. 2 of Fort Bend County, Texas. In this regard please find an Order Appointing Director for your review and consideration and a brief resume of Mr. Homeyer.

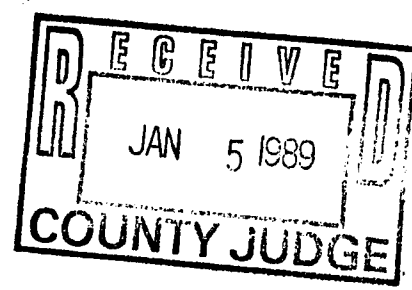
I plan to attend the hearing to answer any questions you or the Commissioners may have.

Very truly yours,

John G. Cannon

JGC:jhw
pc3/wp/Stav.119
Enclosures

cc: Larry Wagenbach



RESUME

Michael L. Homeyer
4410 Chipping Court
Sugar Land, Texas 77479
(713)980-3794

EDUCATION:

1976 - 1979 University of Houston College of Law
Houston, Texas
Degree: Doctor of Jurisprudence (May, 1979)
Grade Average: 79.25
Class Rank: Top 20%
Honors Graduate-Cum Laude
Fraternity: Phi Delta Phi, Parliamentarian 1978-1979

Admitted to practice in Texas - 1979

1972 - 1976 Texas A&M University
College Station, Texas
Degree: B.S. Industrial Engineering (3.5/4.0)
Honors: Magna Cum Laude Graduate;
Tau Beta Pi, Engineering Honor Fraternity;
Alpha Pi Mu, Industrial Engineering
Honor Fraternity; Student Engineers Council

WORK EXPERIENCE:

10/84 - Present Amoco Production Company
Houston, Texas
Position: Attorney dealing with a broad range of oil and gas
legal matters with primary emphasis on natural gas related
regulatory, contract and litigation work.

09/82 - 10/84 Granada Corporation
American National Petroleum Company (ANPC)
Houston, Texas
Position: Granada-Corporate Attorney dealing with broad range
of miscellaneous corporate matters, including commercial
transactions, stock acquisitions, bank loans, research and
development agreements, partnerships and joint ventures.
ANPC (Affiliate of Granada)-Corporate Attorney handling a
variety of oil and gas related matters for this publicly held
company, including gas contracts, prospect sales and
acquisitions, farmout agreements, operating agreements, and
drilling fund private placement memorandums.

06/79 - 09/82

Transco Energy Company
Houston, TexasPosition: Attorney-FERC natural gas regulations,
certificates, natural gas contracts, contract arbitrations,
take-or-pay negotiations, natural gas pricing and related
matters.**PERSONAL:**Age: 35 (3/1/54)
Height: 6'3"
Weight: 215 pounds
Health: ExcellentBirth Place: Houston, Texas
Marital Status: Married
Children: One Daughter & One Son**REFERENCES:**

Provided upon request.

pc4/wp:FIRS201.ord

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

The Commissioners' Court of the County of Fort Bend Texas, convened in SPECIAL SESSION AT A REGULAR MEETING OF SAID COURT, open to the public, on the 8th day of January, 1990, 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 E. Stavinoha	County Judge
Bud O'Shields	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 APPOINTING DIRECTOR FOR FIRST COLONY LEVEE
IMPROVEMENT DISTRICT NO. 2 OF FORT BEND COUNTY, TEXAS

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

AYES: All present

NOES: None

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

pc4/wp:FIRS201.ord

ORDER APPOINTING DIRECTOR FOR
FIRST COLONY LEVEE IMPROVEMENT DISTRICT NO. 2
OF FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

WHEREAS, by Order duly adopted by the Commissioner's Court of Fort Bend County, Texas on the 7th day of October, 1985, the Commissioners' Court of Fort Bend County, Texas, acting under the authority of Article XVI, Section 59, Texas Constitution and Title 4, Chapter 57, Texas Water Code, as amended, created First Colony Levee Improvement District No. 2 of Fort Bend County, Texas (the "District"); and

WHEREAS, by Order duly adopted by the Commissioners' Court of Fort Bend County, Texas on the 7th day of October, 1985 the Commissioners' Court of Fort Bend County, Texas, acting under the authority of Article XVI, Section 59, Texas Constitution and Title 4, Chapter 57, Texas Water Code, as amended, appointed George L. Houghton, Jr., Harold Dodd and Thomas E. Moody as directors of the District; and

WHEREAS, Thomas E. Moody has resigned as a director of the District leaving a vacancy on the board of directors of the District and Section 57.053 of the Texas Water Code, as amended, provides that a vacancy on the board shall be filled by majority vote of the Commissioners' Court; and

WHEREAS, the Commissioners' Court finds that Michael L. Homeyer is a qualified property taxpaying elector of Fort Bend County, Texas, and is eligible under the constitution and laws of the State of Texas to serve as a member of the Board of Directors of the District; and

WHEREAS, the bond and oath of office of Michael L. Homeyer were presented to the Court and were found to be in proper form and properly executed and should be entered in the records of the County Clerk and retained in the County Clerk's files;

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

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

Section 2: Michael L. Homeyer is hereby appointed as a director to fill the vacancy left by the resignation of Thomas E. Moody on the Board of Directors for First Colony Levee Improvement District No. 2 of Fort Bend County, Texas, to serve in that

pc4/wp:FIRS201.ord

capacity for a two year term of office or until his successor shall be appointed and qualified.

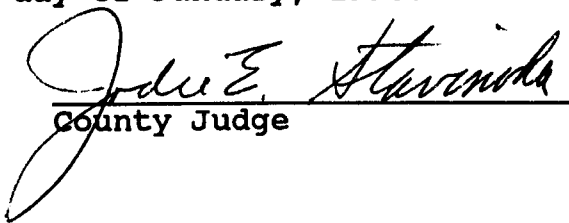
Section 3: The bond and oath of office for Michael L. Homeyer are hereby approved in all respects.

Section 4: The Clerk of the Fort Bend County Commissioners' Court shall enter the aforementioned bonds and oaths of office in the records of her office and retain the same in her files.


Section 5: The County Judge is authorized to execute and the County clerk to attest this Order on behalf of the Court.

Section 6: A copy of this Order shall be recorded in the minutes of this Court.

PASSED AND ADOPTED this 8th day of January, 1990.


County Judge

ATTEST:


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

(SEAL)



pc4/wp:FIRS201.ord

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 attached and foregoing is a true and correct copy of an Order Appointing Director For First Colony Levee Improvement District No. 2 of Fort Bend County, Texas, which order was passed and adopted by the Fort Bend County Commissioners' Court on the 8th day of January, 1990, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Order, all as same appears of record in the minutes of said Court and on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, this 8 day of January, 1990.

By:



DIANNE WILSON

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



(SEAL)

pc4/wp:FIRS201.ord

THE STATE OF TEXAS

§

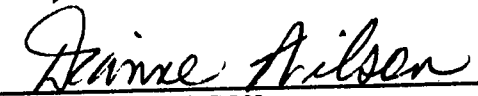
COUNTY OF FORT BEND

§

I, the undersigned, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Fort Bend County, Texas, do hereby certify that the attached and foregoing is a true and correct copy of an Order Appointing Director For First Colony Levee Improvement District No. 2 of Fort Bend County, Texas, which order was passed and adopted by the Fort Bend County Commissioners' Court on the 8th day of January, 1990, together with a copy of so much of the minutes as show the canvassing of the Court, the names of the members present and absent and the passage and adoption of such Order, all as same appears of record in the minutes of said Court and on file in my office.

WITNESS MY HAND AND THE SEAL OF THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, this 8 day of January, 1990.

By:



DIANNE WILSON

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


(SEAL)

Martin Luther King	January 15
Texas Independence	March 2
Good Friday	April 13
Memorial Day	May 28
Independence Day	July 4
Labor Day	September 3
Fair Day	September 28
Veteran's Day	November 12
Thanksgiving Day	November 22 & 23
Christmas	December 24 & 25
New Year	January 1, 1991

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve the following 1990 holiday schedule. No department with more than one employee may close on January 15, 1990, as recommended by Personnel.

Floating Day (Martin Luther King or employee birthday)	January 15 (Monday)
Texas Independence	March 2 (Friday)
Good Friday	April 13 (Friday)
Memorial Day	May 28 (Monday)
Independence Day	July 4 (Thursday)
Labor Day	September 3 (Monday)
Fair Day	September 28 (Friday)
Veteran's Day	November 12 (Monday)
Thanksgiving Day	November 22 & 23 (Thurs. & Fri.)
Christmas	December 24 & 25 (Mon. & Tues.)
New Year	January 1, 1991 (Tuesday)

8. CONSIDER RECOMMENDATIONS FROM SALARY GRIEVANCE COMMITTEE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, with Commissioner Lutts voting no, it is ordered to deny all recommendations from the Grievance Committee.

Moved by Commissioner Lutts, to increase travel allowance for County Clerk from \$150 to \$300 and County Treasurer from \$200 to \$300. Motion failed due to lack of a second.

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and motion fails, with Commissioner Pressley voting no, Commissioner O'Shieles voting no, and Judge Stavinoha voting no, to increase travel allowance for the following:

County Clerk	\$150 to \$300
Tax Assessor	\$150 to \$300
Treasurer	\$200 to \$300

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and carried, with Commissioner O'Shieles voting no, Commissioner Pressley voting no and Judge Stavinoha voting yes to authorize increase of travel allowance for Tax Assessor/Collector and County Clerk from \$150 to \$200 a month.

9. SET PUBLIC HEARING FOR TRAFFIC CONTROL DEVICES IN SAN MIGUEL SUB., SEC. 6, AT VIA BELLA & BARBAROSA, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing for traffic control devices in San Miguel Sub., Sec. 6 for FEBRUARY 5 at 10:00 a.m.

10. SET PUBLIC HEARING FOR CLOSING OF DRY CREEK BRIDGE ON GUBBELS RD., PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set public hearing for closing

TO: THE HONORABLE COMMISSIONERS COURT
OF FORT BEND COUNTY, TEXAS

FROM: FORT BEND COUNTY SALARY GRIEVANCE COMMITTEE

Gentlemen:

This is to advise you that the Salary Grievance Committee met at 9:00 a.m. Wednesday, January 3, 1990 in the Commissioners Courtroom, Jane Long Annex, Richmond, Texas. The committee recommends the following:

request
42,000 - 43,260
150 - 400

42,000 - 46,200
150 - 300

40,800 - 43,054
200 - 400

1. County Clerk - 3% increase in salary VOTE: 8 yes 1 no
County Clerk - \$300 travel allowance VOTE: 8 yes 1 no
2. Tax Assessor/Coll. - 5% inc. in salary VOTE: 6 yes 3 no
Tax Assessor/Coll. - \$300 travel allow. VOTE: 7 yes 2 no
3. County Treasurer - 3% increase in salary VOTE: 8 yes 1 no
County Treasurer - \$400 travel allowance VOTE: 8 yes 1 no

Respectfully submitted,

FORT BEND COUNTY SALARY GRIEVANCE
COMMITTEE

Tranne A. Lisi
Ruth Vaughan
St. Dick
James A. Lisi
James A. Lisi
James A. Lisi
James A. Lisi
James A. Lisi
James A. Lisi

AS PER ORIGINAL

COUNTY OF FORT BEND

Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

December 4, 1989

Commissioner Alton B. Pressley
Fort Bend County Precinct 3
1809 Eldridge Road
Sugar Land, TX 77478

Re: Traffic Study - San Miguel, Section 6

Dear Sir:

Please find attached a copy of a San Miguel Civic Association letter to you. This letter is in response to Item #6. Attached, also is a map of a portion of San Miguel, Section 6 showing the intersections in question. I have recommended reflectorized markers on the pavement which is used in other Subdivisions such as Dover. You will note I added Valeta Drive and Loma Paseo Drive to the scope of work.

I plan to get the traffic study done for Barbarosa and Via Bella (Item #4) the week of December 11.

If you have any questions, please call.

Sincerely,

Karl E. Baker

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

KEB/mk

attachments

cc: file

Feb 5 10 Am

AS PER ORIGINAL

40 1797/D1

COUNTY OF FORT BEND
Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

December 13, 1989

Commissioner Alton B. Pressley
Fort Bend County Precinct 3
1809 Eldridge Road
Sugar Land, TX 77478

Re: Traffic Study - Via Bella at Barbarosa

Dear Sir:

Please find attached a copy of the San Miguel Civic Association's letter to you and a "Traffic Study" sketch of the above referenced intersection. In answer to Item #4 of the letter, two additional stop signs are warranted in the location shown on the sketch, making it a total 3-way stop.

If you have any questions, please call.

Sincerely,

Karl E Baker

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

KEB/mk

attachments

cc: file

817

* PROPOSED STOP SIGN *

BARBAROSA

VIA BELLA

1062

404

EXIST. STOP SIGN (typ)

BEECHNUT



AS PER ORIGINAL

40 1799

PARKER MANAGEMENT COMPANY, INC.
TWO GREENWAY PLAZA, SUITE 600
HOUSTON, TEXAS 77046
(713) 622-0133

October 18, 1989

Commissioner Alton Presley
Precinct Three Fort Bend County
1809 Eldridge
Sugarland, Tx. 77478

Re: San Miguel Civic Association

Dear Commissioner Presley:

On behalf of the San Miguel Civic Association, I would like to bring to your attention various items in the subdivision which have created a concern:

- 1) The subdivision streets need to be swept, they are dirty and as a result we have even had to shovel up dirt along the curbs. They appear to have never been cleaned.
- 2) The grass along Winkleman Street and Gaines Road needs maintenance. Is that city property? If not, could you please contact the owner?
- 3) The barricades at the dead end streets are in need of repair and/or replacement.
- 4) The intersection at Barbarossa and Via Bella receives a great deal of traffic especially during rush hours. We are requesting a three way stop sign to avoid a fatal incident. Could you please advise us on the number of accidents or activity at that intersection?
- 5) Debris continues to collect along Gaines Road.
- 6) It would be very helpful if reflectors were used to divide the street where Barbarossa curves into Vista Del Sol and where Vista Del Sol curves into Loma Paseo Drive. Is there any change of getting these corner curves painted/marked to alert vehicles?

SAN MIGUEL
SECT 2

SAN MIGUEL
SECT 6

Thank you for your consideration in assisting in these matters. Could you please give me some idea of when we might expect some solutions to the problems referenced above?

Sincerely,

Linda Scarbrough

Linda Scarbrough
Property Manager
SAN MIGUEL CIVIC ASSOCIATION

of Dry Creek bridge on Gubbels Rd. to FEBRUARY 5, 1990 at 10:15 a.m.

11. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS WITH THE FOLLOWING ENTITIES: CITIES OF RICHMOND & THOMPSONS, LAMAR C.I.S.D. & WHARTON COUNTY JUNIOR COLLEGE, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve interlocal agreements with Cities of Richmond & Thompson, Lamar C.I.S.D. & Wharton County Junior College, Pct. 1. (Recorded in minutes in full)

12. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH AUSTIN COUNTY FOR THE HOUSING OF JUVENILES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve interlocal agreement with Austin County for the housing of juveniles. (Recorded in minutes in full)

13. CONSIDER APPROVAL OF LEASE AGREEMENT FOR PCT. 3 JUSTICE OF THE PEACE OFFICE SPACE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to renew for one year, lease agreement for Pct. 3 Justice of the Peace office (with no rent increase). (Recorded in minutes in full)

14. APPROVE PAYMENT FOR RIGHT-OF-WAY ON BOIS D'ARC BRIDGE PROJECT:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept 0.156 acres right-of-way on Bois d'Arc bridge project from Mary Doris Fondren Allday, et al. Funds to come from Right-of-Way Funds. (Recorded in minutes in full)

15. CONSIDER APPROVAL OF 1990 DUES TO COUNTY JUDGES & COMM. ASSN. OF TEXAS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve 1990 dues in the amount of \$200 to County Judges & Comm. Association of Texas.

16. CONSIDER APPROVING CONTRACT BETWEEN FORT BEND COUNTY & FORT BEND COUNTY MUSEUM ASSN.:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve contract between Fort Bend County & Fort Bend County Museum Assn. in the amount of \$17,000 to be paid in four (4) equal installments of \$4,250. (Recorded in minutes in full)

17. 10:00 A.M.-HOLD PUBLIC HEARING CONCERNING CLOSURE OF CANAL RD., SKINNER LANE & FARMER RD., CROSSING GRAND PARKWAY RIGHT-OF-WAY, AND CONSIDER TAKING ACTION:

Jerry Coffman and Al Knight representing Grand Parkway Assoc. discussed the necessity to close several roads with alternate routes during construction.

Public comments: Jack Myska & Paul Scherer questioned alternate routes.

No court action until resolution is presented.

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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XXXX a. Maintenance, repair and construction of streets, roads, and drainage;
- b. The enforcement of health regulations;
- c. The enforcement of animal control;
- XXXX d. Housing of city prisoners in jail.
2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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 12th day of December, 1989.

CITY OF RICHMOND

By: William K. Moore
MAYOR

ATTEST:

Mona Matak
CITY SECRETARY

SIGNED this 8th day of Jan, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
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 calender year 1989 for various county services; and,

WHEREAS, the City and Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1989; 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 City for the calendar year 1989 is hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

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 1989 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, 1990, 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 12th day of December, 1989.

CITY OF RICHMOND

By: William L. Brown
MAYOR

ATTEST:

Mona Matal
CITY SECRETARY

SIGNED this 8th day of June, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavino
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

RESOLUTION R 71

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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XX a. Maintenance, repair and construction of streets, roads, and drainage;
- XX b. The enforcement of health regulations;
- XX c. The enforcement of animal control;
- XXXX d. Housing of city prisoners in jail.
2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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 21ST day of DECEMBER, 1989.

CITY OF THOMPSONS

By: [Signature]
MAYOR

ATTEST:

[Signature]
CITY SECRETARY

SIGNED this 8TH day of Jan, 1990.

COUNTY OF FORT BEND

By: [Signature]
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

[Signature]
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 "District".

WHEREAS, County and District entered into that certain interlocal agreement for the calender year 1989 for various county services; and,

WHEREAS, the District and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1989; and,

WHEREAS, the governing body of the District has duly authorized this agreement; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413(32c), Vernon's Texas Civil Statutes.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

1. The hereinafter described interlocal agreement(s) entered into between the County and District for the calendar year 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

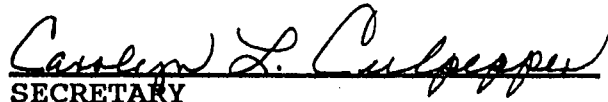
- XXXX a. Maintenance, repair and construction of streets, roads, and drainage;
- ___ b. The enforcement of health regulations;
- ___ c. The enforcement of animal control;
- ___ d. Housing of city prisoners in jail.
2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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, 19 89.

LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: 
CHAIRMAN OF TRUSTEES

ATTEST:



SECRETARY

SIGNED this 8th day of June, 19 90.

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 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 LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "School".

WHEREAS, Drainage District and School entered into that certain interlocal agreement for the calender year 1989 for various county services; and,

WHEREAS, the School and Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1989; 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 School for the calendar year 1989 is hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

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 1989 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, 1990, 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, 1989.

LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: [Signature]
CHAIRMAN OF TRUSTEES

ATTEST:

Carolyn L. Culpepper
SECRETARY

SIGNED this 8TH day of Jan., 1990.

COUNTY OF FORT BEND

By: [Signature]
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
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 "College".

WHEREAS, County and College entered into that certain interlocal agreement for the calender year 1989 for various county services; and,

WHEREAS, the College and County desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1989; and,

WHEREAS, the governing body of the College 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 College for the calendar year 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XXXX 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 1989 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, 1990, 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, 1989.

WHARTON COUNTY JUNIOR COLLEGE

By: Elmer C. Shivers
ADMINISTRATOR

ATTEST:

Gloria Seathall
SECRETARY

SIGNED this 9th day of Jan, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS :
COUNTY OF FORT BEND :

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE 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;

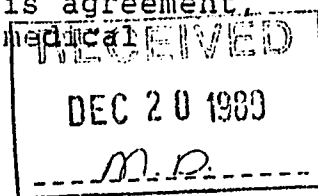
WHEREAS, Fort Bend desires to assist AUSTIN in the housing of juveniles in the Fort Bend County Juvenile Detention Center;

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.

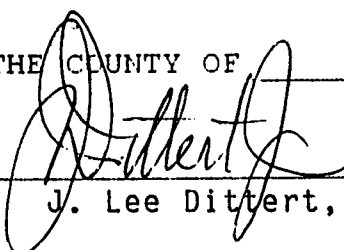
NOW, THEREFORE, the County of Fort Bend and the County of AUSTIN mutually agree as follows:

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 monthly 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 in Fort Bend, pursuant to this agreement, may be transferred by Fort Bend for doctor, medical treatment, and/or court appearances, with

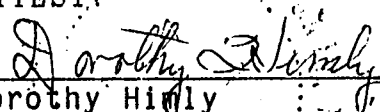


AUSTIN being responsible for any and all medical, hospital, emergency room, and drug costs pertaining to same.

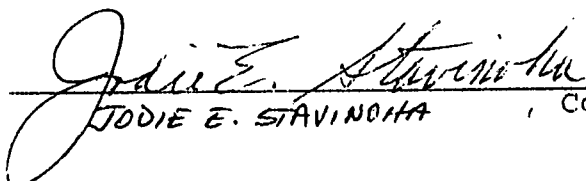
4. Under no instance will Fort Bend be responsible for any cost, whatsoever, incurred by a juvenile housed pursuant to this agreement, or in behalf of such juvenile, at any time such juvenile, is housed in the Fort Bend County Juvenile Detention Center.
5. At the time the juvenile is transferred to Fort 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 juvenile (s) 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, 1990.

SIGNED this 11th. day of December, 19 89.THE COUNTY OF AUSTIN, TEXAS
J. Lee Dittert, Jr., County Judge

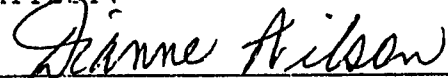
ATTEST:


Dorothy Hingly, County ClerkSIGNED this 8 day of January, 19 90.

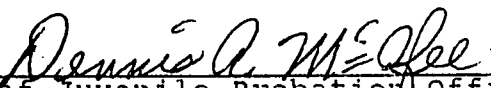
THE COUNTY OF FORT BEND, TEXAS


JODIE E. STAVINO, County Judge

ATTEST:


DIANNE WILSON, County Clerk

APPROVED AS TO FORM:


Dennis A. McElbee
Chief Juvenile Probation Officer

3. As 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;

*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.

Use

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. *

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

13. Adjustments to the Base Rental (see paragraph 3):
The base rental adjustment shall be calculated in accordance with the following factors:

A. Ad Valorem Tax Factor - the ad valorem tax factor for the building is stipulated to be \$ per square foot.

B. Utilities Cost Factor - the utilities cost factor (gas, electricity, and water) for the building is stipulated to be \$ per square foot.

C. Janitorial Cost Factor - the janitorial cost factor for the building is stipulated to be \$ per square foot.

D. Operating Cost Factor - the operating expense factor shall be the actual cost of all expenses, costs and disbursements (but not replacement of capital investment items; general office expense of owner; specific costs especially billed to and paid by specific tenants; nor rental commissions) of every kind and nature which Lessor shall pay or become obligated to pay because of, or in connection with, the ownership and operation of the building, including but not limited to, the following:

1) Wages and salaries of all employees engaged in operation and maintenance of the Building and landscaping, including taxes, insurance and benefits relating thereto.

2) All supplies and materials used in operation and maintenance of the Building.

3) A reasonable management fee not to exceed 5% of gross income.

4) Cost of all maintenance and service agreements on equipment, including alarm service, window cleaning, elevator maintenance and landscaping.

5) Cost of casualty and liability insurance applicable to the Building and Lessor's personal property used in connection therewith.

6) Cost of repairs and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or by Lessee or other third parties, and alterations attributable solely to tenants of the Building other than Lessee).

The Base Rental shall be adjusted upward or downward as provided below, except that in no case shall the Base Rental be reduced below the initially specified Base Rental:

E. Ad Valorem Tax Factor - If the actual Ad Valorem Tax Factor is greater than the above projected Ad Valorem Tax Factor, the Base Rental will be adjusted by the amount of the difference between the actual and projected Ad Valorem Tax Factors times the number of square feet contained in the leased premises.

F. Utilities Cost Factor - If the actual Utilities Cost Factor is greater than the above projected Utilities Cost Factor, the Base Rental will be adjusted by the amount of the difference between the actual and projected Utilities Cost Factor times the number of square feet contained in the leased premises.

G. Janitorial Cost Factor - If the actual Janitorial Cost Factor is greater than the above projected Janitorial Cost Factor, the Base Rental will be adjusted by the amount of the difference between the actual and projected Janitorial Cost Factor times the number of square feet contained in the leased premises.

H. Operating Cost Factor - If the actual Operating Cost Factor is greater than the above projected Operating Cost Factor, the Base Rental will be adjusted by the amount the costs exceed the 1982 actual costs times the number of square feet contained in the leased premises. The "Base Operating Expenses Rate" is stipulated to be \$2.75 per square foot of net rentable area of the Premises on an annual basis.

I. Amounts payable under this Paragraph shall be due annually, within ten (10) days after Landlord submits to Tenant a bill or invoice therefor. *

Eminent
Domain

14. If there shall be taken during the term of this Lease any part of the Leased Premises or Building, Landlord may elect to terminate this Lease or to continue same in effect. If Landlord elects to continue this Lease, the rental shall be reduced in proportion to the area of the Leased Premises so taken and Landlord shall repair any damage to the Leased Premises or Building resulting from such taking. All sums awarded or agreed upon between Landlord and the condemning authority for the taking of the interest of Landlord or Tenant, whether as damages or as compensation, will be the property of Landlord. If this Lease should be terminated under any provision of this Paragraph 14, rental shall be payable up to date that possession is taken by the taking authority, and Landlord will refund to Tenant any prepaid unaccrued rent less any sum then owing by Tenant to Landlord.

Access by
Landlord

15. Landlord, its agents and employees, shall have access to and the right to enter upon the Leased Premises at any reasonable time to examine the condition thereof, to make any repairs required to be made by Landlord hereunder, to show the Leased Premises to

*The Base Rental paid monthly (see paragraph 3) may be increased at the discretion of Landlord by an amount equal to the prior year's adjustment to the Base Rental, divided by twelve (12). Such amounts paid monthly during a year shall be offset against the total adjustment to the Base Rental for the current year as determined at the end of the calendar year.

prospective purchasers or Building tenants and for any other purpose deemed reasonable by Landlord.

Landlord's
Lien

16. To secure the payment of all rent due and to become due hereunder, and the faithful performance of all of the other covenants of this Lease required by Tenant to be performed, Tenant hereby gives to Landlord an express contract lien on and security interest in all property, chattels or merchandise which may be placed in the Leased Premises and also upon all proceeds of any insurance which may accrue to Tenant by reason of damage to or destruction of any such property. All exemption laws are hereby waived by Tenant. This lien and security interest are given in addition to the Landlord's statutory lien(s) and shall be cumulative thereto. This lien and security interest may be foreclosed with or without Court proceedings, by public or private sale, with or without notice, and Landlord shall have the right to become purchaser, upon being the highest bidder at such sale. Upon request of Landlord, Tenant agrees to execute Uniform Commercial Code financing statements relating to the aforesaid security interest.

Remedies

17.A. Each of the following acts or omissions of Tenant or occurrences shall constitute an "Event of Default";

- (a) Failure or refusal by Tenant to timely pay rent or other payments hereunder;
- (b) Failure to perform or observe any other covenant or condition of this Lease by Tenant to be performed or observed upon the expiration of a period of ten (10) days following written notice to Tenant of such failure;
- (c) Abandonment or vacating of the Leased Premises or any significant portion thereof;
- (d) The filing or execution or occurrence of: a petition in bankruptcy or other insolvency proceeding by or against Tenant; or petition or answer seeking relief under any provision of the Bankruptcy Act; or an assignment for the benefit of creditors or composition; or a petition or other proceeding by or against the Tenant for the appointment of a trustee, receiver or liquidator of Tenant or any of Tenant's property or a proceeding by any governmental authority for the dissolution or liquidation of Tenant.

B. Upon the occurrence of any Event of Default, as enumerated above, Landlord may, at Landlord's option, in addition to any other remedy or right given hereunder or by law or equity do any one or more of the following:

- (a) Terminate this Lease, in which event, Tenant shall immediately surrender possession of the Leased Premises to Landlord;
- (b) Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated the Lease;
- (c) Alter locks and other security devices at the Leased Premises.

C. Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance or surrender of the premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Leased Premises shall be deemed unauthorized

or constitute a conversion, Tenant hereby consenting, after any Event of Default, to the aforesaid exercise of dominion over Tenant's property within the Building. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

D. In the event Landlord elects to terminate the lease by reason of an Event of Default, then notwithstanding such Termination, Tenant shall be liable for and shall pay to Landlord, at ~~Sugar Land~~ Texas, the sum of all rent and other indebtedness accrued to the date of such termination, plus, as damages, an amount equal to the then present value of the rent reserved hereunder for the remaining portion of the lease term (had such term not been terminated by Landlord prior to the date of expiration stated in Paragraph 2), less the then present value of the then fair rental value of the Leased Premises for such period; the undersigned parties here stipulating that such fair rental value shall in no event be deemed to exceed sixty percent (60%) of the then present value of the rent reserved for such period.

E. In the event that Landlord elects to repossess the premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord at ~~Sugar Land~~ Texas, all rent and other indebtedness accrued to the date of such repossession, plus rent required to be paid by Tenant to Landlord during the remainder of the lease term until the date of expiration of the term as stated in Paragraph 2, diminished by any net sums thereafter received by Landlord through re-letting the Leased Premises during said period (after deducting expenses incurred by Landlord as provided in Paragraph 17F). In no event shall Tenant be entitled to any excess of any rent obtained by re-letting over and above the rent herein reserved. Actions to collect amounts due by Tenant as provided in this Paragraph 17E may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the lease term.

F. In case of an Event of Default, Tenant shall also be liable for and shall pay to Landlord, at ~~Sugar Land~~ Texas, in addition to any sum provided to be paid above; broker's fees incurred by Landlord in connection with re-letting the whole or any part of the premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Leased Premises into condition acceptable to a new tenant or tenants; and all reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including reasonable attorneys' fees (which shall not be less than 10% of all sums then owing by Tenant to Landlord). Past due rent and other past due payments shall bear interest from maturity at ten per cent (10%) per annum until paid.

G. In the event of termination of repossession of the premises for an Event of Default, Landlord shall not have any obligation to re-let or attempt to re-let the premises, or any portion thereof, or to collect rental after re-letting; and in the event of re-letting Landlord may re-let the whole or any portion of the premises for any period, to any tenant, and for any use and purpose.

H. If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and

without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Leased Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial action.

I. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord and/or upon rent due Landlord), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have thirty (30) days in which to cure any such default. Unless and until Landlord fails to so cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Building and not thereafter.

The term "Landlord" shall mean only the owner, for the time being of the Building, and in the event of the transfer by such owner of its interest in the Building, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding during the lease term upon each new owner for the duration of such owner's ownership.

Non-waiver

18. Neither acceptance of rent by Landlord nor failure by Landlord to complain of any action, non-action or default of Tenant shall constitute a waiver of any of Landlord's rights hereunder. Waiver by Landlord of any right for any default of Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Leased Premises 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 25th day of December, 1989.

WITNESSES:

Kathleen Stahl
13401 S.W. Fryer
Sugar Land, Texas
ADDRESS:

Dianne Arlson
County Clerk
ADDRESS:

V O V CORPORATION

BY:

Mark V. V.
LANDLORD

THE COUNTY OF FORT BEND

BY:

Julie E. Starnes
TENANT

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 metals or other instructions.
4. No moving companies shall be used for the purpose of moving furnishings in or out of the premises unless they are licensed commercial movers and are both bonded and insured.
5. Any electric wiring that the tenant desires to introduce into his premises must be connected as directed by the Landlord. No boring or cutting for wires will be allowed except with a specific consent of the Landlord. The location of telephones, electrical appliances, call boxes, intercoms and so forth shall be prescribed by the Landlord.
6. The tenant shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the premises, nor store goods, wares or merchandise on the premises.
7. All freight must be moved into, within and out of the building under the supervision of the Landlord and according to such regulations as may be posted in the building office. All moving of furniture or equipment into or out of the building by the tenant shall be done at such time and in such manner as directed by the Landlord or its agent. In no cases shall items of freight, furniture, fixtures or equipment be moved into or out of the building or in any elevator during such hours as are normally considered rush hours to an office building ... i.e. morning rush hours, noon rush hours and evening rush hours.
8. Requirements of the tenant for building services, maintenance or repair shall be attended to only upon application to the office of the building. Employees of the building are not permitted to perform any work nor to do anything outside of their regular duties unless under special instructions from the office of the building. No employees of the building shall admit any person, tenant or otherwise, to any office, without specific instructions from the office of the building.
9. The tenant shall not change locks or install other locks on doors without the written consent of the Landlord.
10. The tenant shall give prompt notice to the building of any accidents to or defects in plumbing, electrical fixtures or heating apparatus so that the same may be attended to properly.
11. No safes or other objects larger or heavier than the freight elevators of the building are limited to carry shall be brought into or installed on the demised premises. The Landlord shall have the power to prescribe the weight and position of such safes or other objects which shall, if considered necessary by the Landlord, be required to be supported by such additional materials placed on the floor as the Landlord may direct, and at the expense of the tenant. In no event can these items exceed a weight of 50 pounds per square foot of floor space utilized.

12. No person or persons other than those approved by the Landlord will be permitted to enter the building for purposes of cleaning, maintenance, construction or painting.
13. Tenant shall not permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the building by reason of noise, odors or vibrations or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be kept in or about the building. Smoking or carrying of a lighted cigar or cigarette in the elevators of the building is prohibited.
14. No cooking shall be done or permitted by any tenant on the demised premises nor shall offices of the building be used, nor any part thereof permitted to be used for lodging.
15. Each tenant upon the termination of the tenancy shall deliver to the Landlord all the keys of the offices, rooms and toilet rooms which have been furnished to the tenant.
16. No tenant shall lay floor covering so that the same shall be affixed to the demised premises in any manner by paste or other material, except that which may easily be removed with water. The use of cement or other similar adhesive materials is expressly prohibited. Landlord shall have no obligation to repair, restretch, or replace carpeting, but will spot clean and sweep carpeting as part of any janitorial services required to be furnished by Landlord under the lease.
17. On Sundays, holidays (legal) and on other days during certain hours for which the building may be closed after normal business hours, access to the building or to the halls, corridors, elevators, stairwells will be controlled by the Landlord through the use of a building watchman. This watchman will have the right to demand of any and all persons seeking access to the building proper identification to determine if they have rights of access to the premises. The Landlord shall, in no case, be liable for damages wherein admission to the building has not been granted during abnormal hours by reason of a tenant failing to properly identify himself to the watchman, or through the failure of the building to be unlocked and open for access by the tenant, tenant's employees and general public.
18. Tenants shall see that doors of the premises are closed and securely locked before leaving the building and must observe strict care not to leave such doors and so forth open and exposed to the weather or other elements, and each tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before the tenant or the tenant's employees leave the building, and that all electricity, gas and air conditioning shall likewise be carefully shut off, so as to prevent waste or damage, where controlled by tenant. All doors opening onto public corridors are to be closed and remain closed at all times.
19. Janitorial services shall be provided five days per week in and about the premises, and in no case shall such services be provided on Saturdays, Sundays and holidays (legal). Tenants shall not cause unnecessary labor by reason of carelessness or indifference in the preservation of good order and cleanliness.
20. Canvassing, soliciting and peddling in the building are prohibited. Tenants shall cooperate to prevent the same.
21. Nails, screws or picture hangers shall not be driven into the walls or wood finish of the rooms for any purpose whatsoever.
22. The Landlord reserves the right, at any time, to rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in the Landlord's judgment may from

time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of order therein.

ACCEPTED:

V O V CORPORATION

BY *Wm. E. Mason*

Landlord

THE COUNTY OF FORT. BEND

BY *J. E. Strunkha*

Tenant

COUNTY OF FORT BEND

Engineering Department

14
40 1829

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

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

January 4, 1990

Commissioner Bob Lutts
Fort Bend County Precinct 4
P. O. Box 187
Fulshear, TX 77441

Re: Bois D'Arc Federal-Aid Bridge Replacement Project

Dear Commissioner Lutts:

Shirley of your office has placed the above referenced matter on the "Agenda" for the January 8, 1990, meeting.

Mr. Lee Irvin who represents the Fondren interest advised me that the "Right-of-Way of Parcel #2" as shown on the enclosed map could be purchased for Eight Hundred, Forty Dollars (\$840.00) (an estimate of value per C.A.D. records) and the County would be released of its obligation to have the parcel appraised by a qualified appraiser which cost could be from \$1,500.00 to \$2,000.00 Dollars.

Mr. Grayless advised this money could come from "Right-of-Way Funds".

Please ask the Court to fund this matter.

Sincerely,



A. J. Noto
Right-of-Way Agent

✓

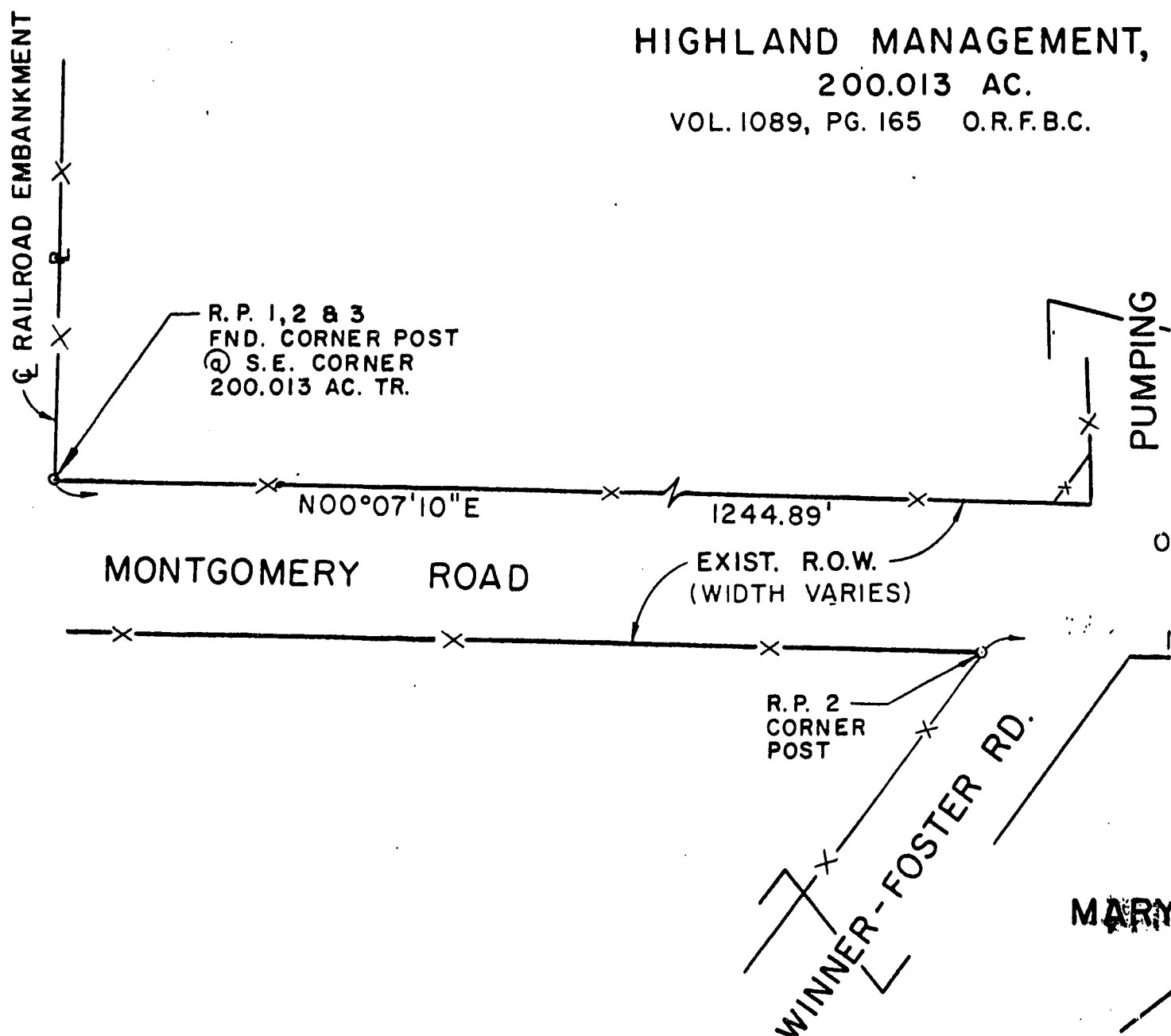
AJN/mk

enclosure

cc: Mr. Ron Drachenberg, Fort Bend County Engineer
file

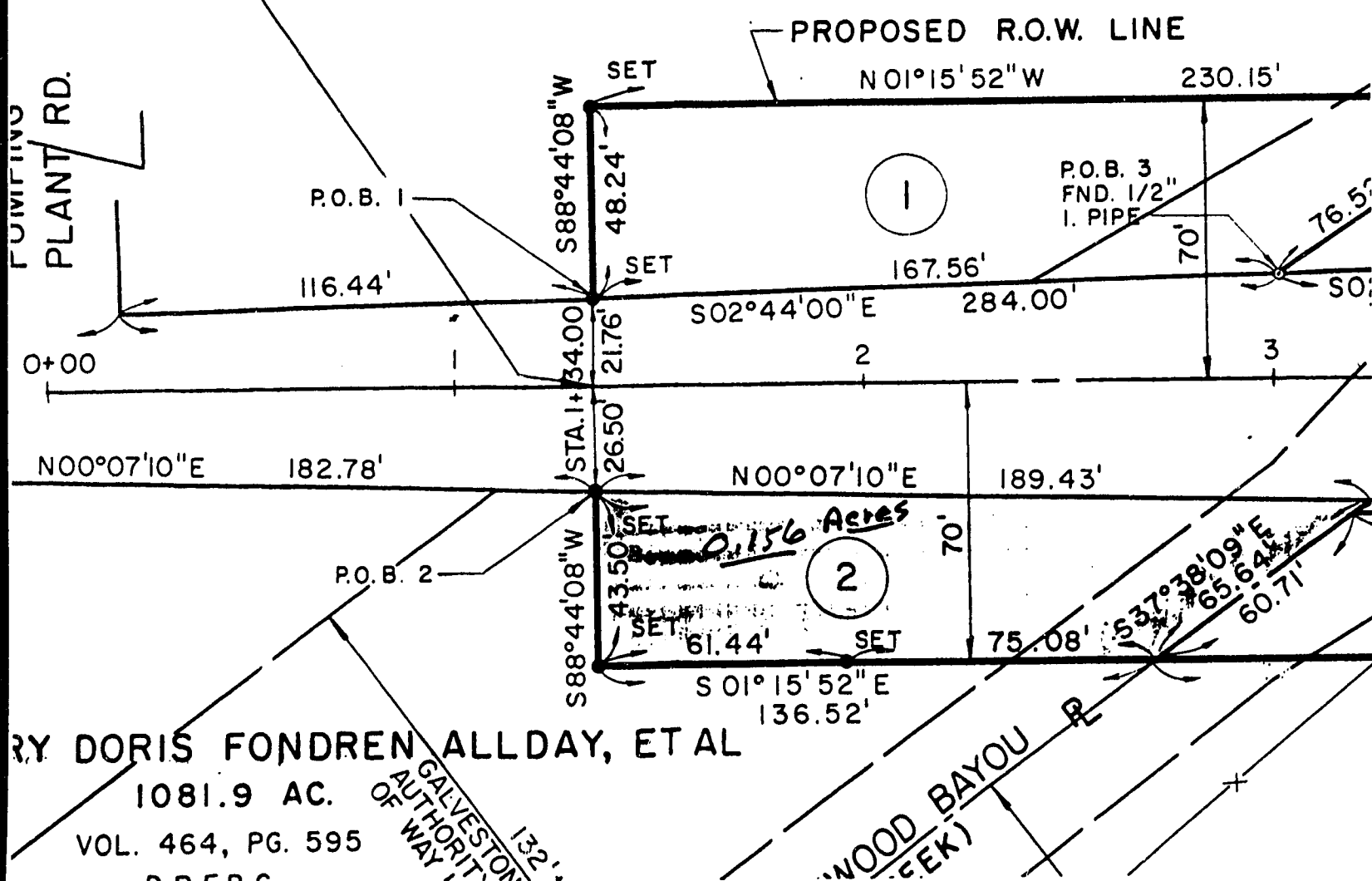


HIGHLAND MANAGEMENT,
200.013 AC.
VOL. 1089, PG. 165 O.R.F.B.C.





PLANT/ RD.



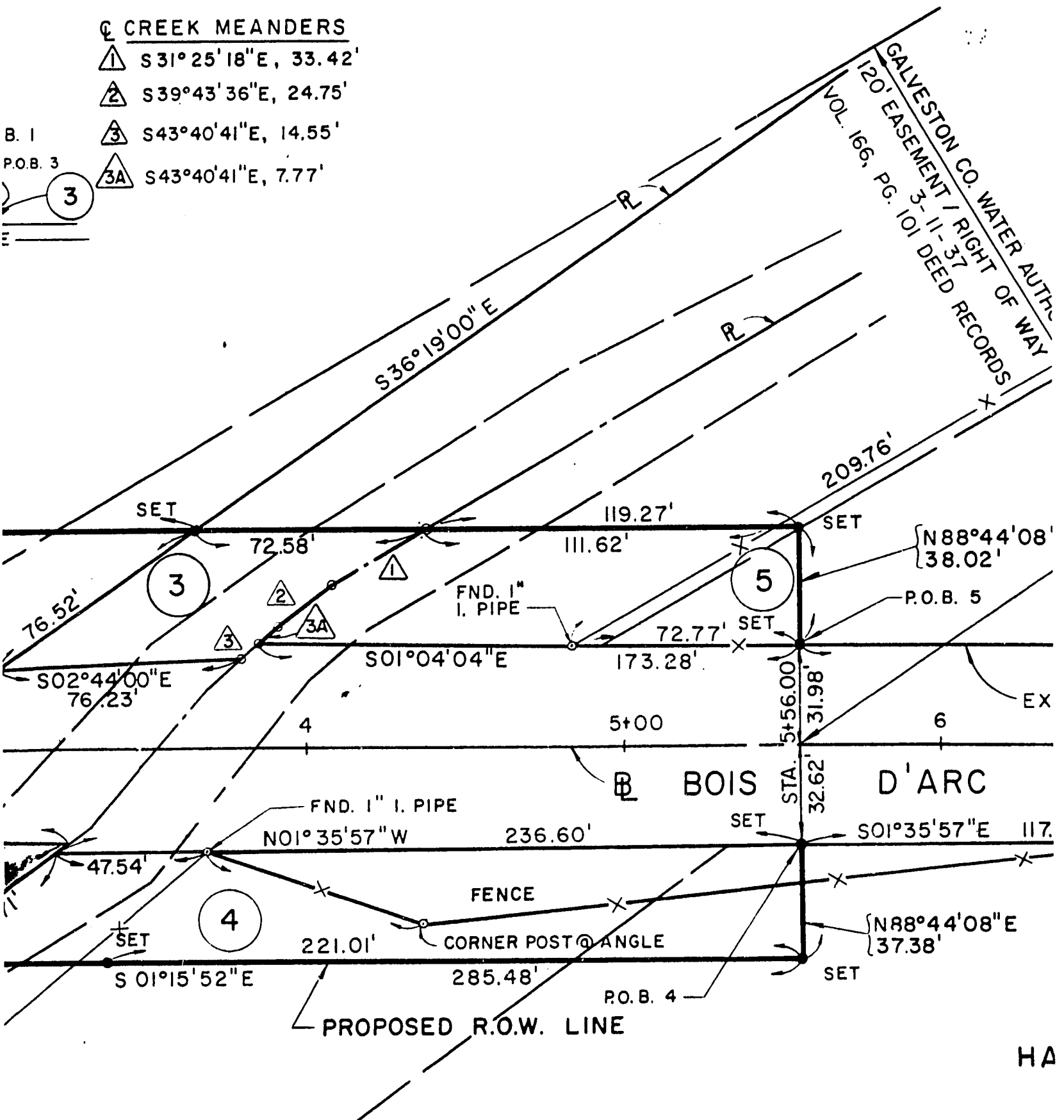
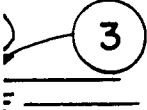
PENNINGTON LEAGUE
NO. 75

CREEK MEANDERS

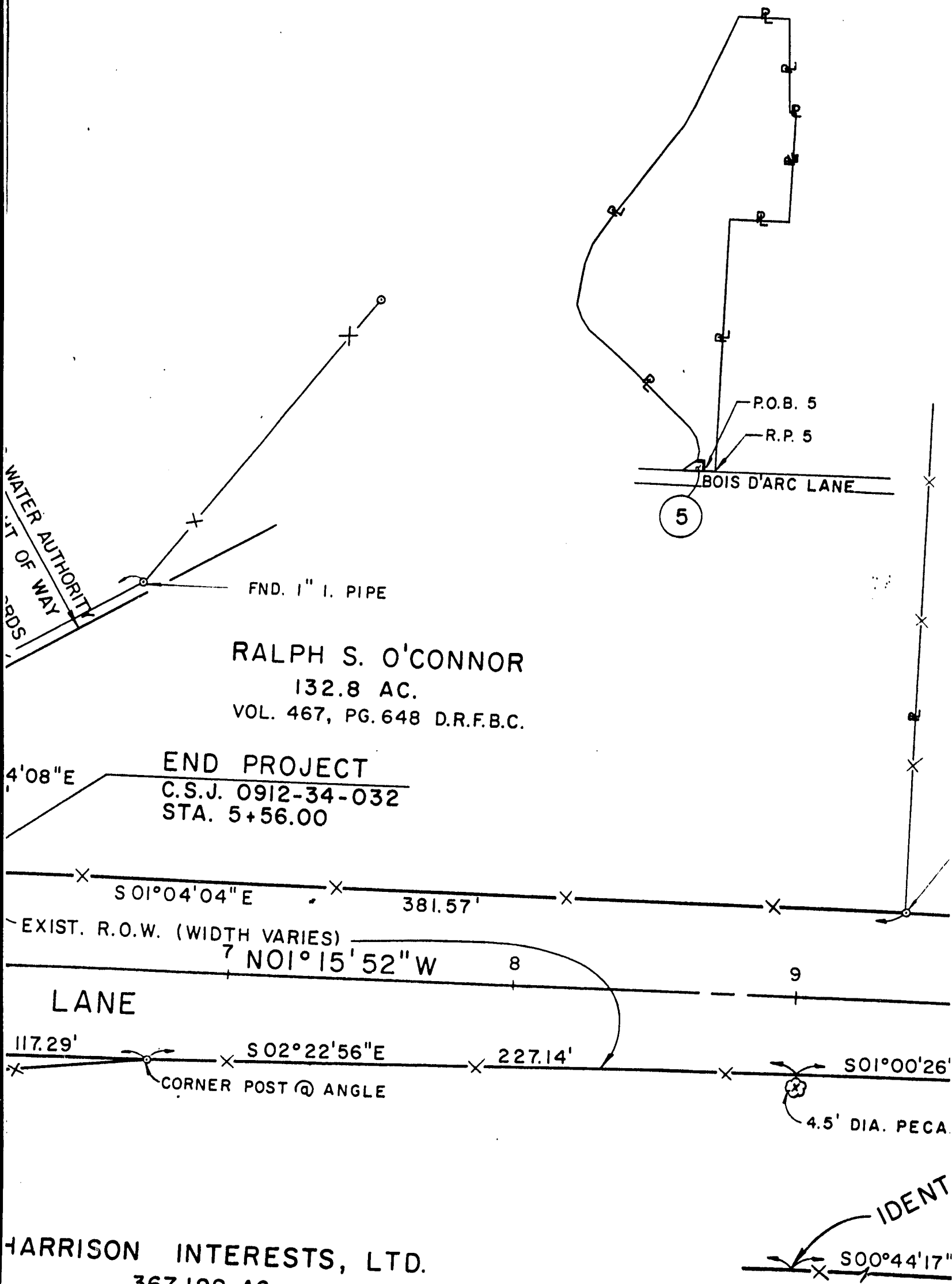
- ① S 31° 25' 18" E, 33.42'
- ② S 39° 43' 36" E, 24.75'
- ③ S 43° 40' 41" E, 14.55'
- ③A S 43° 40' 41" E, 7.77'

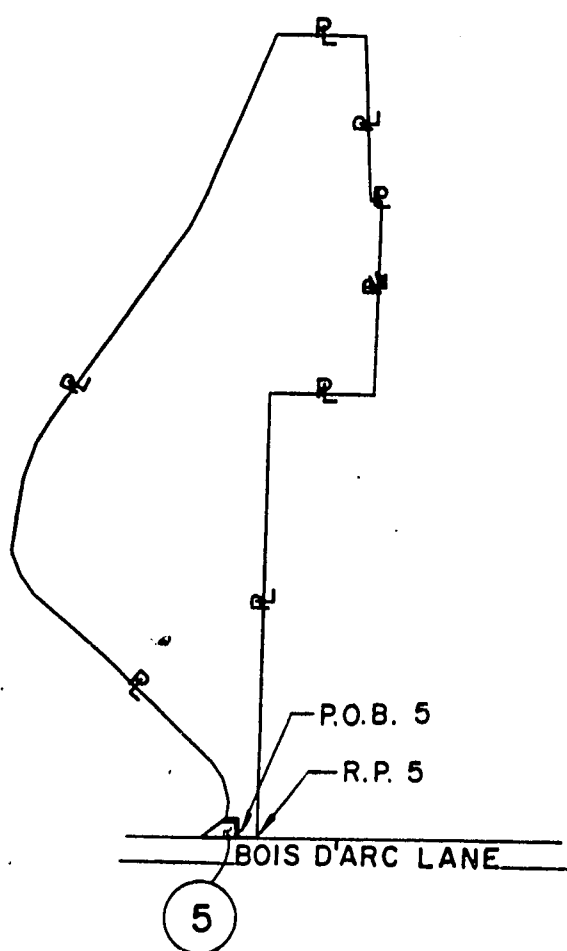
B. 1

P.O.B. 3



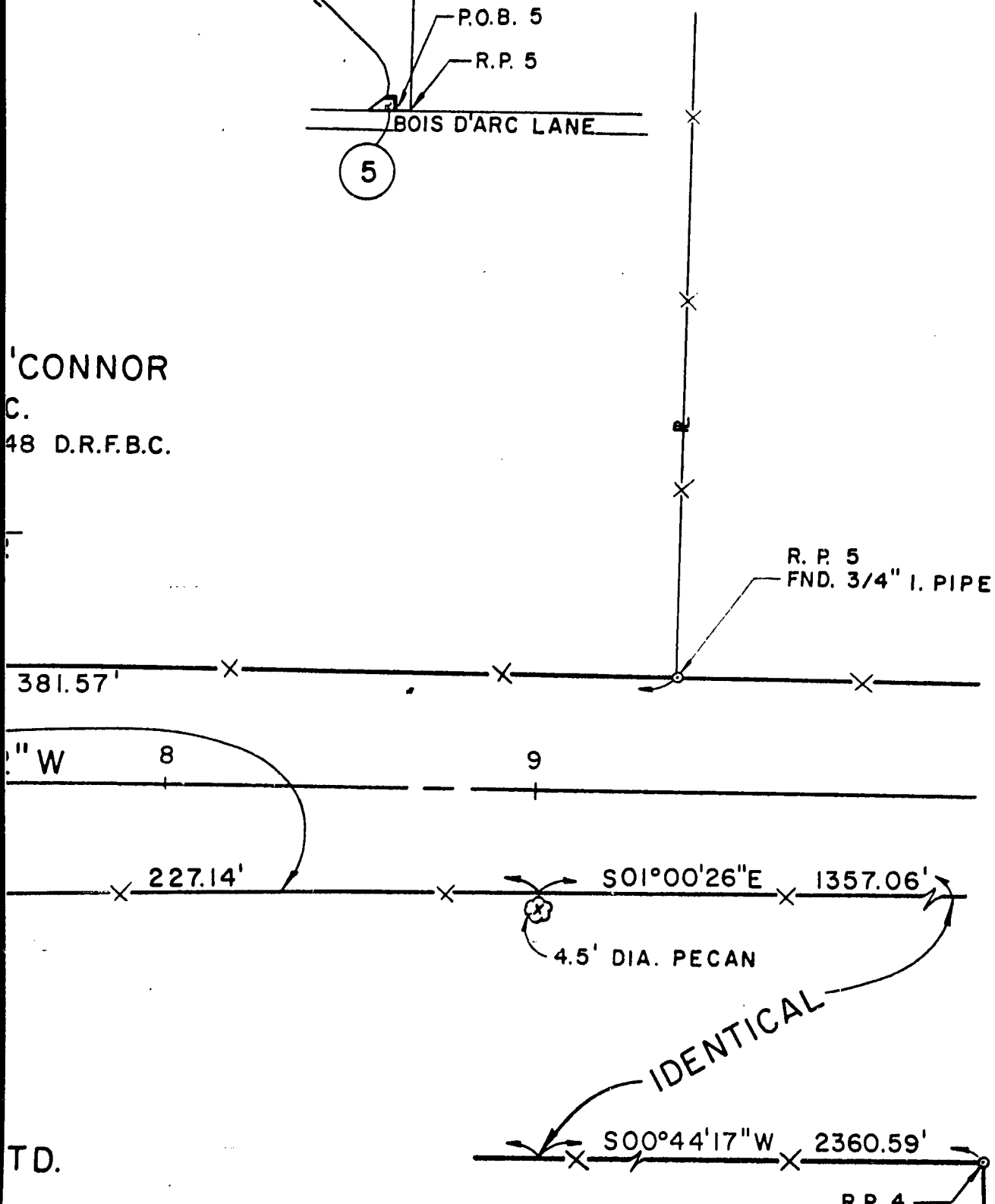
40-1833



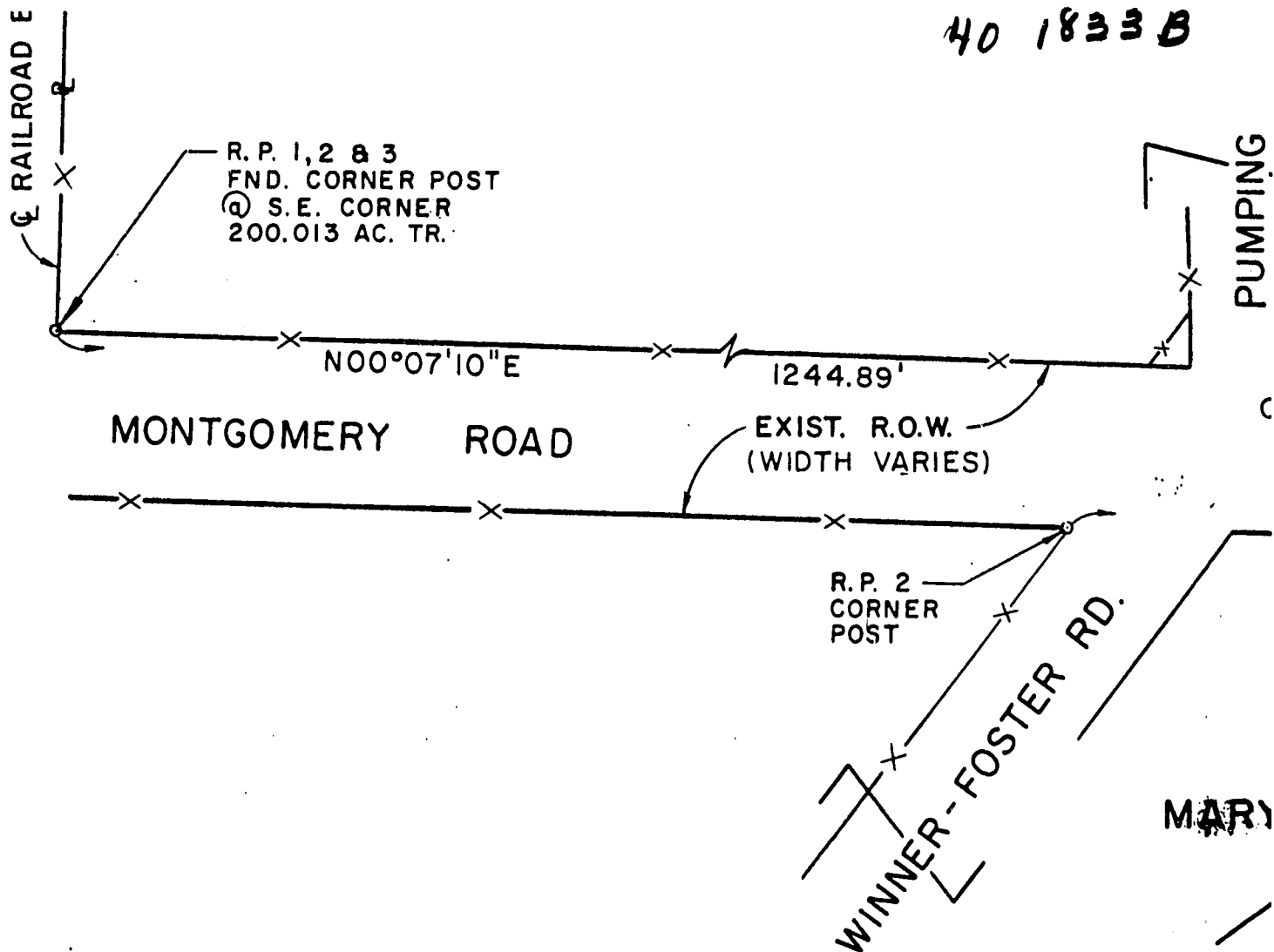


'CONNOR

C.
48 D.R.F.B.C.



40 1833 B

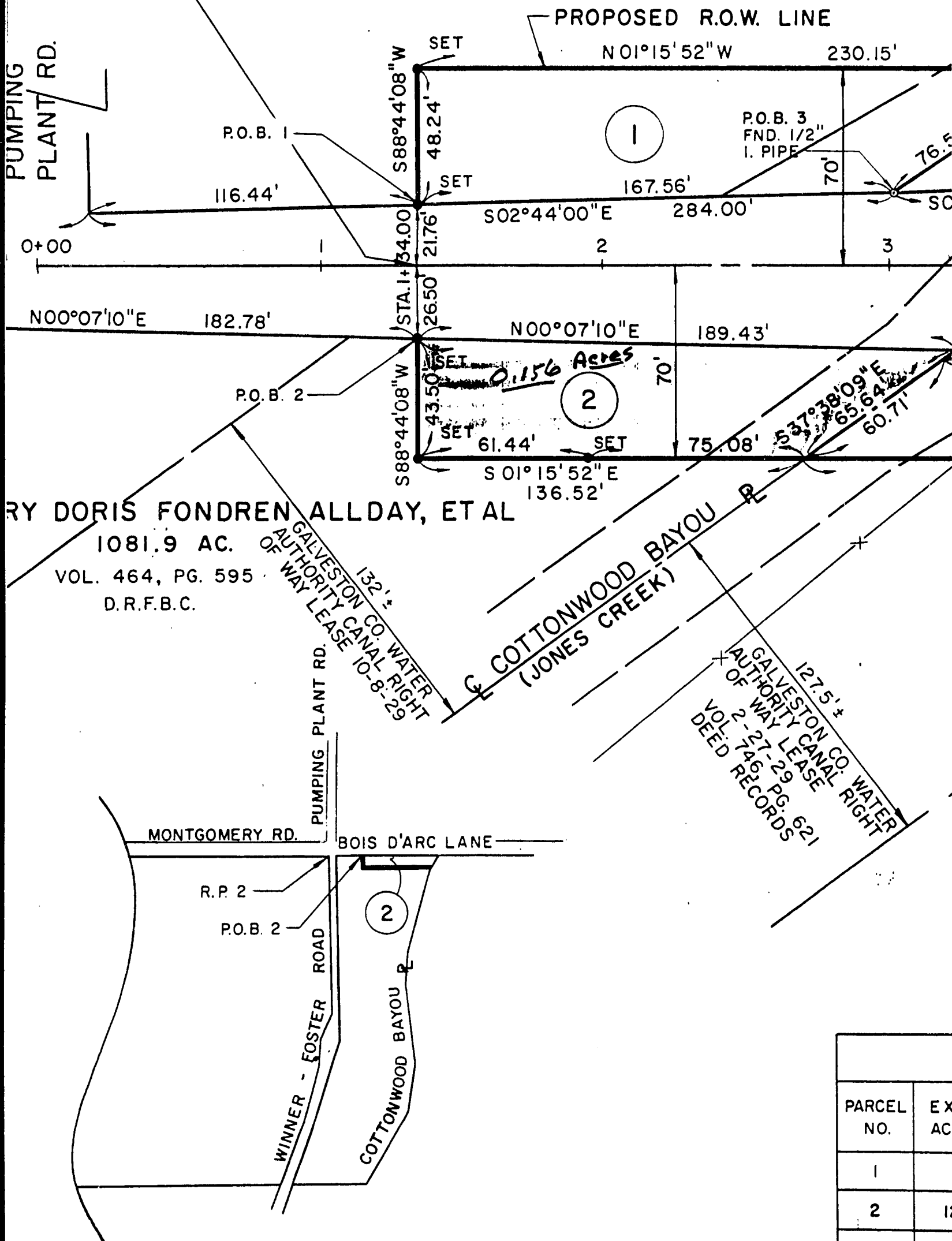


LEGEND

- SET = SET 5/8" IRON ROD WITH T.H.D. ALUMINUM CAP.

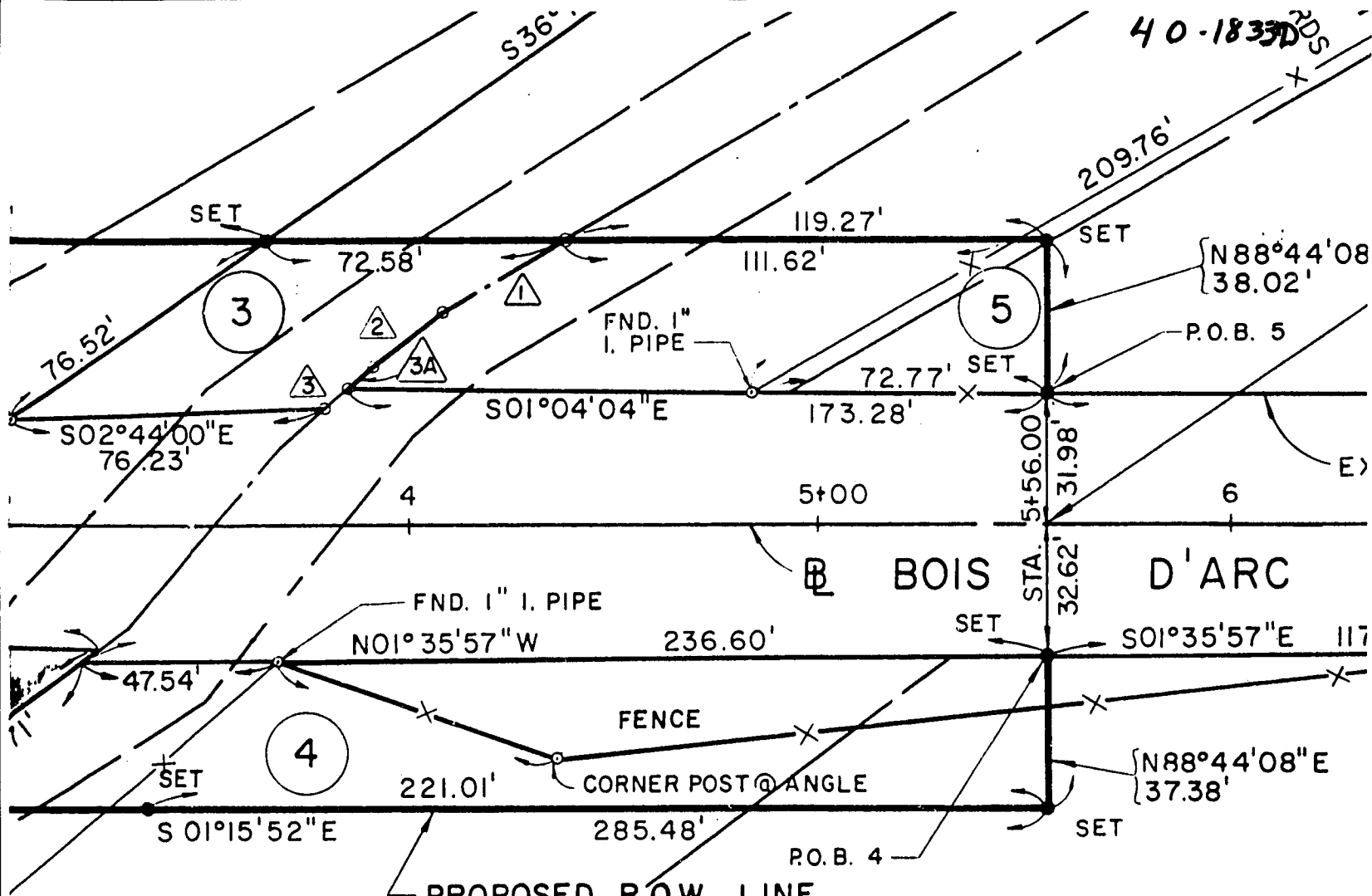
BEGIN PROJECT
C.S.J. 0912-34-032
STA. 1+34.00

W. 40-18330



RY DORIS FONDREN ALLDAY, ETAL
1081.9 AC.
VOL. 464, PG. 595
D.R.F.B.C.

PARCEL NO.	EX ACI
1	1
2	12
3	1
4	36
5	13



DAVID RANDON & L. PENNINGTON LEAGUE ABSTRACT NO. 75

L	EXIST ACRES	OWNER	TYPE OF CONV.	CONVEYANCE VOL. / PAGE	TAKING ACRES	REMAINDER	
						LEFT	RIGHT
	8±	HIGHLAND MANAGEMENT, INC			0.209	8±	
	12±	MARY D.F. ALLDAY, ET AL			0.156		12±
	1±	W.P. WINNER ESTATE			0.069	1±	
	367.199	HARRISON INTERESTS, LTD.			0.219		366.980
	132.8	RALPH S. O'CONNOR			0.129	132.7	

RALPH S. O'CONNOR
132.8 AC.
VOL. 467, PG. 648 D.R.F.B.C.

40-1833E

END PROJECT

C.S.J. 0912-34-032
STA. 5+56.00

4'08"E

S 01°04'04"E

381.57'

EXIST. R.O.W. (WIDTH VARIES)

7 N 01°15'52"W

8

9

LANE

117.29'

S 02°22'56"E

227.14'

S 01°00'21"

CORNER POST @ ANGLE

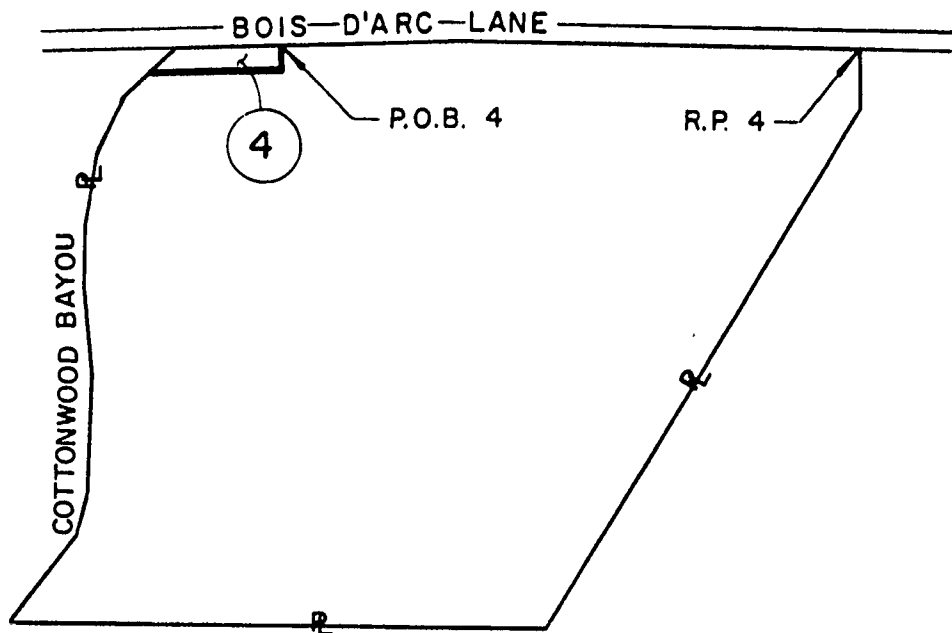
4.5' DIA. PEC

HARRISON INTERESTS, LTD.
367.199 AC.

VOL. 1289, PG. 624 O.R.F.B.C.

IDEN

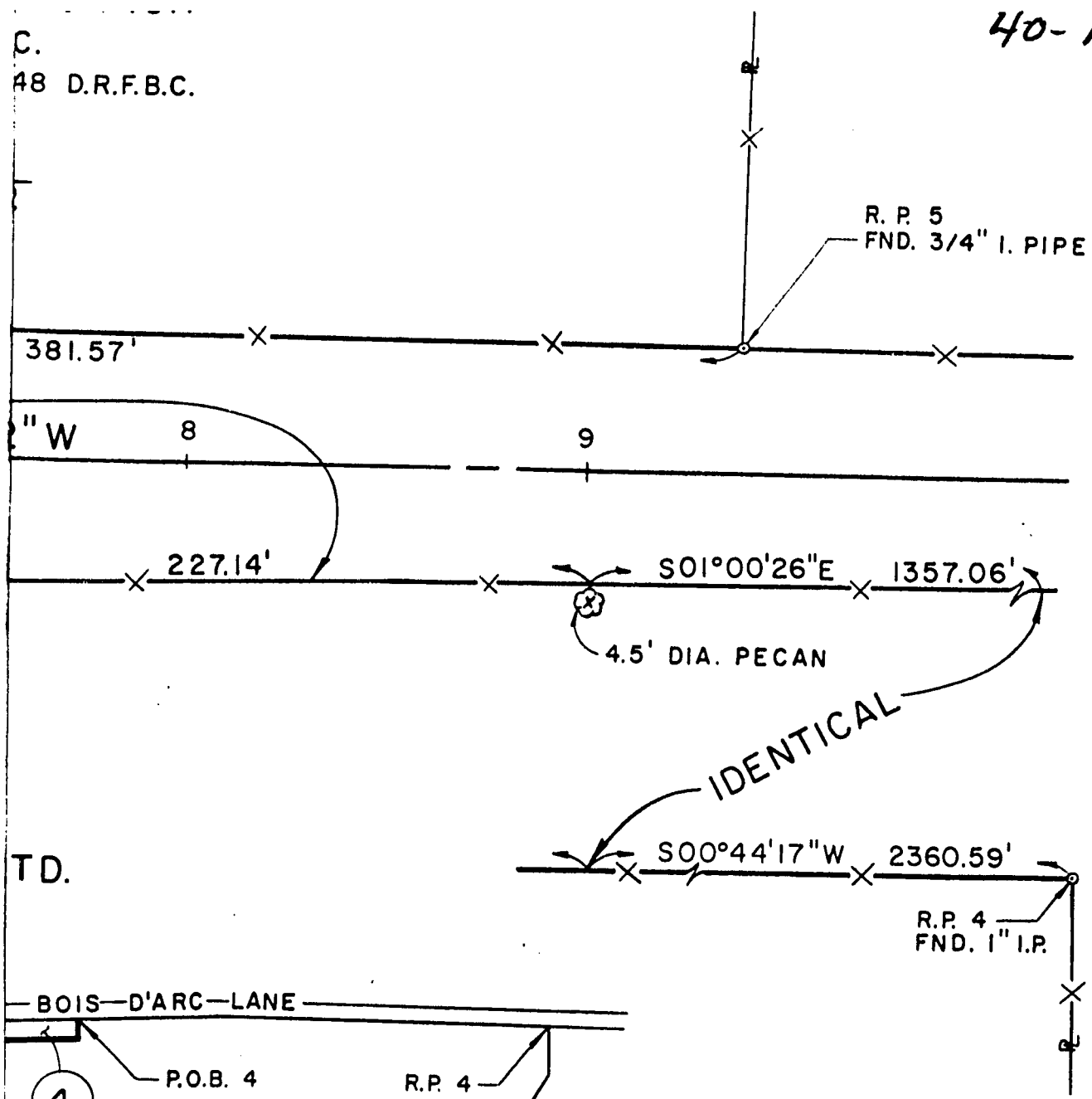
S 00°44'1"



FED. RD. DIV. NO.	STATE	⊕	FE
6	TEXAS		
STATE DIST. NO.	COUNTY		
12	FORT BEND		

C.
48 D.R.F.B.C.

40-1833 F



FED. RD. DIV. NO.	STATE	⊕ FEDERAL PROJECT NO.				SHEET NO.
6	TEXAS					2
STATE DIST. NO.	COUNTY		CONT.	SECT.	JOB	HIGHWAY NO.
12	FORT BEND		0912	34	032	BOIS D'ARC

STATE OF TEXAS §

COUNTY OF FORT BEND §

CONTRACT BETWEEN FOR BEND COUNTY MUSEUM
AND
FORT BEND COUNTY

This Agreement is made and entered into by and between Fort Bend County, (hereinafter referred to as "County") and the Fort Bend County Museum, (hereinafter referred to as "Museum").

WHEREAS, Section 318.071 of the Local Government Code provides that Commissioners' Court may make agreements with private organizations for the preservation and collection of objects of any kind that are historically significant to the County; and,

WHEREAS, the County desires to have the historic collections of artifacts, buildings and archives relating to the County's history preserved and made available to the public; and,

WHEREAS, the Museum is willing to preserve and maintain its collection of historic artifacts, buildings and archives relating to the County's history; and,

WHEREAS, the Museum is willing to allow the public reasonable access to the Museum's historic collection of artifacts, buildings, and archives; and,

WHEREAS, the Museum is to provide educational programs using historic buildings, artifacts, and documents relating to Fort Bend County's history; and,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto mutually agree as follows:

I.

SERVICES

A. The Museum shall preserve and maintain the historic county documents and archives now in its collection. Said documents and archives shall be reasonably made available to the public for research.

B. The Museum shall preserve and maintain its collections of historic county buildings, artifacts and archives and allow the public reasonable access to said collections through exhibits, displays, and educational programs.

II.

TERM

The term of this Agreement is January 1, 1990 through December 31, 1990. This Agreement shall terminate on December 31, 1990.

III.

COMPENSATION

The County agrees that it shall provide the Museum SEVENTEEN THOUSAND AND NO/100 (\$17,000.00) DOLLARS as part of the cost of such service to the public and residents of Fort Bend County for the year commencing January 1, 1990 and ending December 31, 1990. Payment is to be made in four (4) equal installments of FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$4,250.00) DOLLARS. Each said quarterly installment is to be made on January 1, April 1, July 1, and October 1, 1990.

IV.

INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder, the Museum 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 Museum an employee, or agent of the County, and the Museum shall be entitled to none of the rights, privileges, or benefits of county employees except as otherwise may be stated herein nor shall the Museum hold itself out as an employee or agent of the County.

V.

It is expressly agreed and understood by both parties that the County does reserve the right to discontinue funding when such funds designated for payment under this contract are depleted.

VI.

It is expressly agreed and understood by all parties that this contract constitutes the exclusive terms and conditions of this agreement and cannot be modified except in writing with the agreement of all parties.

VII.

HOLD HARMLESS

The Museum agrees for itself, its 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 the Museum while performing the terms of this agreement.

VIII.

ASSIGNMENT

Neither party to this contract shall assign the contract, nor any interest arising herein, without the written consent of the other.

IX.

TERMINATION AND NOTICE

This Agreement may be terminated by either party at any time, with or without cause, upon not less than 30 days written notice delivered by mail or in person to the other party.

Notice to the County shall be delivered to:

The Honorable Jodie E. Stavino
County Judge
P.O. Box 368
Richmond, Texas 77469

Notice to the Museum shall be delivered to:

The Fort Bend County Museum Association
Attention: President
P.O. Box 251
Richmond, Texas 77469

If notice is delivered by, it shall be deemed received two (2) days after mailing.

X.

ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating

to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject

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

COUNTY OF FORT BEND

By: Jodie E. Stavinocha
Jodie E. Stavinocha
County Judge

Date: 1/8/90

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY MUSEUM ASSOCIATION

By: Billie Wendt
Billie Wendt, President

Date: 12-27-89

ATTEST:

Betty Cox
Secretary

18. APPOINT MEMBERS TO 1990 GRIEVANCE COMMITTEE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered that the 1990 Grievance Committee be comprised of members from the 1989 grand jury as follows:

Jimmy Rude
1121 Timberlane Dr.
Rosenberg, Texas 77471

Robert E. Cole
2523 Windfall
Sugar Land, Texas 77479

Dana Leared
P.O. Box 403
Sugar Land, Texas 77479

Teodoro G. Garcia
1603 Jones
Rosenberg, Texas 77471

Mary Francis Braxton
P.O. Box 107
Kendleton, Texas 77451

Mathew Washington
18 Wellington Court
Missouri City, Texas 77459

Johnnie Pustka
2010 Meadow Lane
Richmond, Texas 77469

Sherrifa M. Islam
14818 Earlswood Dr.
Houston, Texas 77083

Cheryl D. Knox
3510 Deerwood Lane
Missouri City, Texas 77459

Alternates:

William W. Lane
2811 Colonial Dr.
Sugar Land, Texas 77479

Mildred I. Walker
1412 Evergreen Ct.
Richmond, Texas 77469

David J. Stone
3018 Frontier
Sugar Land, Texas 77479

19. CONSIDER APPROVING CONTRACT WITH DELOITTE & TOUCHE FOR AUDIT SERVICES FOR YEAR ENDING 12-31-89:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept contract with Deloitte & Touche for audit services for year ending 12-31-89.

20. CONSIDER ACCEPTING RIGHT-OF-WAY EASEMENTS IN PCT. 2 FROM THE FOLLOWING: (1) J.A. EVERSOLE; (2) PECAN BEND PROPERTY OWNERS ASSN.; AND (3) DONATION FOR STATE HWY. 36 BY-PASS, PCT. 4:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept 50 ft. right-of-way easement from J.A. Eversole and right-of-way easement from Pecan Bend Property Owners Association. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept right-of-way from Sadie Miller for State Hwy. 36 by-pass, Pct. 4. (Recorded in minutes in full)

21. CONSIDER TAKING ACTION ON BID #90-017 FOR MODIFICATION OF EXISTING MOVABLE SHELVING AND THE PURCHASE AND INSTALLATION OF AN ELECTRONIC STORAGE & RETRIEVAL SYSTEM AND CLUSTERED WORKSTATIONS:

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

JIMMY L. RUDE
1121 TIMBERLANE DR.
ROSENBERG, TEXAS 77471

m

ROBERT E. COLE
2523 WINDFALL
SUGARLAND, TEXAS 77479

DANA LEARED
P.O. BOX 403
SUGAR LAND, TEXAS 77479

m

2. TEODORO G. GARCIA
1603 JONES
ROSENBER, TEXAS 77471

342-3668
690-3333

10. MARY FRANCIS BRAXTON
P.O. BOX 107
KENDLETON, TEXAS 77451

409-532-2940
437-1988

MATHEW WASHINGTON
18 WELLINGTON COURT
MISSOURI CITY, TEXAS 77459

12. JOHNNIE PUSTKA
2010 MEADOW LANE
RICHMOND, TEXAS 77469

342-4480

SHERRIFA M. ISLAM
14818 EARLSWOOD DR.
HOUSTON, TEXAS 77083

CHERYL D. KNOX
3510 DEERWOOD LANE
MISSOURI CITY, TEXAS 77459

WILLIAM W. LANE
2811 COLONIAL DR.
SUGARLAND, TX. 77479

alt

DAVID J. STONE
3018 FRONTIER
SUGARLAND, TEXAS 77479

alt

6. MILDRED I. WALKER
1412 EVERGREEN CT.
RICHMOND, TEXAS 77469

alt

232-4717

9002038

2181 2397

FORT BEND COUNTY
RIGHT-OF-WAY EASEMENT

AS PER ORIGINAL

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

KNOW ALL MEN PRESENT: That the undersigned, J. A. Eversole
of Needville, 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, of the drainage canal and system upon and through the land hereinafter described, the sufficiency of which is hereby acknowledged and confessed, has bargained, sold, and conveyed, and by these presents hereby grants, bargains, sells and conveys unto the said FORT BEND COUNTY, of Fort Bend County, Texas, a right-of-way easement for the purpose of constructing, maintaining, operating and repairing a drainage canal, 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:

A 50 foot right-of-way easement across the J. A. Eversole
118.3 acre tract in the Jacob Y. Burney Survey, Abstract 111
of Fort Bend County, Texas;

The centerline of a 50 foot right-of-way easement described
as follows;

From the North corner of the said J. A. Eversole 118.3 acre
tract, being the North corner of the Jacob Y. Burney Survey
South 45 degrees East 1316 feet more or less to the centerline
of Barek Road, also being the point where Barek Road turns
to the Southeast for the Point of Beginning;

Thence South 45 degrees West along the center of two existing
drainage ditches, and the projection of Barek Road 200 feet
more or less to intersect Guy Creek. This "Easement" covers
the existing ditches that drain Barek Road.

FORT BEND COUNTY shall have all rights and benefits necessary or convenient
for the full enjoyment or use of the rights herein granted, with the right
of ingress or egress to and from said drainage canal right-of-way,
provided, however, that after construction of said drainage canal, said
right of ingress and egress of FORT BEND COUNTY shall be limited to the
said right-of-way and to existing roads and passageways. FORT BEND COUNTY
is given the right from time to time to cut and remove all trees,
undergrowth, and abate other obstruction, upon said canal right-of-way,
that may injure, endanger, or interfere with the construction, operation,
maintenance and repair of said drainage canal.

Return to C. L. Lida
Return to A. J.
CCM 1/8/90

AS PER ORIGINAL

FORT BEND COUNTY agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the County's use in going to and from said easement right-of-way, and to restore the same to the previously existing condition as near as possible.

Grantor reserves the right to use the facilities offered by the drainage 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 land or portions thereof with the drainage canal.

Grantor reserves the oil, gas, sulphur and other minerals in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right-of-way above described.

It is agreed that if at a future time FORT BEND COUNTY, its successors or assigns, shall permanently cease to use said drainage canal right-of-way for the purpose herein contained, and shall permanently abandon same, then and in such event the said right-of-way above described, together with all rights and interests held by FORT BEND COUNTY by reason of this instrument, shall revert, pass to and vest in the said Grantor, his heirs or assigns.

TO HAVE AND TO HOLD said right-of-way and easement herein granted, unto the said FORT BEND COUNTY, its successors or assigns.

EXECUTED this the 19th day of December A.D. 19 89.
J. A. Eversole
 J. A. Eversole

THE STATE OF TEXAS)
 COUNTY OF Fort Bend)
A. T. Noto, In and for Fort Bend
 County, Texas, on this day personally appeared J. A. Eversole
 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 19th day of December,
 19 89.



A. T. Noto
 Notary Public, State of Texas

My Comm Expires: 6-8-91

FILED

'90 JAN 10 P2:44

Draine Wilson
 COUNTY CLERK
 FORT BEND COUNTY, TEX.

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

JAN 12 1990



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

9002036

40 1844

2181 2390

FORT BEND COUNTY

RIGHT-OF-WAY EASEMENT

AS PER ORIGINAL

THE STATE OF TEXAS X
 COUNTY OF FORT BEND X

KNOW ALL MEN PRESENT: That the undersigned, Pecan Bend Property Owners Association ^{PL} Box 219 Danes, TX 77430 whose address is as shown above (hereinafter called Grantor, whether one or more) for and in consideration of the benefits to be deprived on account of and from the construction, operation and maintenance by FORT BEND COUNTY, of the drainage canal and system upon and through the land hereinafter described, the sufficiency of which is hereby acknowledged and confessed, has bargained, sold, and conveyed, and by these presents hereby grants, bargains, sells and conveys unto the said FORT BEND COUNTY, of Fort Bend County, Texas, a right-of-way easement for the purpose of constructing, maintaining, operating and repairing a drainage canal, 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:

For connection, begin at the South corner of the 1.582 acre tract held by the Pecan Bend Property Owners Association, said point being the Northwest corner of Lot 11, Section 1, Pecan Bend Subdivision in the Edward Robertson Survey Abstract 80 of Fort Bend County, Texas, Thence N00°07'W, 42.3 feet to a point on the centerline of the herein describe 60 foot drainage easement;

Thence N45°E, 335 feet more or less to the Northeast property line of the said 1.582 acre tract.

FORT BEND COUNTY shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress or egress to and from said drainage canal right-of-way, provided, however, that after construction of said drainage canal, said right of ingress and egress of FORT BEND COUNTY shall be limited to the said right-of-way and to existing roads and passageways. FORT BEND COUNTY is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right-of-way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

Return to ELIDA
 Return to A J.
 LCM 1/8/90

2181 2391

AS PER ORIGINAL

40 1845

FORT BEND COUNTY agrees during the life of this easement to repair damage to roads, passageways and fences resulting from the County's use in going to and from said easement right-of-way, and to restore the same to the previously existing condition as near as possible.

Grantor reserves the right to use the facilities offered by the drainage 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 land or portions thereof with the drainage canal.

Grantor reserves the oil, gas, sulphur and other minerals in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right-of-way above described.

It is agreed that if at a future time FORT BEND COUNTY, its successors or assigns, shall permanently cease to use said drainage canal right-of-way for the purpose herein contained, and shall permanently abandon same, then and in such event the said right-of-way above described, together with all rights and interests held by FORT BEND COUNTY by reason of this instrument, shall revert, pass to and vest in the said Grantor, his heirs or assigns.

TO HAVE AND TO HOLD said right-of-way and easement herein granted, unto the said FORT BEND COUNTY, its successors or assigns.

EXECUTED this the 22nd day of Dec A.D. 19 89.

James W. Amis

James W. Amis P.B.P.O.A.



James W. Amis
Notary Public in and for
the State of Texas, Commission Expires 08-11-91

Karen Haynie

FILED

'90 JAN 10 P2:43

Glenn Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF FORT BEND

I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Records of Fort Bend County, Texas as stamped by me.

JAN 12 1990



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

RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

That, SADIE MILLER of the County of Travis, State of Texas, hereinafter referred to as "Grantors", whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to Grantors in hand, paid by the County of Fort Bend, acting by and through the Commissioners' Court of said County, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day donated and by these presents to GRANT, GIVE and CONVEY unto the County of Fort Bend, all that certain tract or parcel of land in Fort Bend County, Texas, more particularly described as follows, to wit:

All that certain tract of land lying and being situated i the Lester E. Cross Survey No. 18, Abstract 419, being a part of the 93.3 acres, described in deed dated June 11, 1960 from Tillie Miller to Sadie Miller recorded in Vol. 405, at Page 37, Deed Records, Fort Bend County, Texas, the field notes of the tract herein conveyed shown on Exhibit "A" attached hereto and made a part hereof. Attached hereto and made a part hereof for all purposes as Exhibit "B" is the additional consideration of Fort Bend County to set three culverts.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed, but waive all rights of ingress and egress to the surface thereof for the purposes of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the Title and Rights of the County of Fort Bend to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Fort Bend and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Fort Bend and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided, however, it is expressly agreed that the said right-of-way granted herein shall automatically revert to Grantors whenever the same shall be abandoned as a public road.

Returned to Grantors

Deed to be recorded in Vol. 405

2181 2393
40 1847
AS PER ORIGINAL

IN WITNESS WHEREOF, this instrument is executed on this the
18 day of December, 19 89.

Sadie Miller
Sadie Miller

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

THIS INSTRUMENT was acknowledged before me on Dec.
18, 1989, by Sadie Miller.

Elizabeth Lightsey
Notary Public, State of Texas

(printed name of notary)
My commission expires on the ____
day of _____, 19 ____.

HENRY STEINKAMP, JR., INC.

Consulting Engineers

1117 TOSOLA STREET
P. O. DRAWER 192
ROSENBERG, TEXAS 77471

2181 2394

40 1848

AS PER ORIGINAL

HENRY STEINKAMP, JR.
REGISTERED PROFESSIONAL ENGINEER
REGISTERED PUBLIC SURVEYOR
FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR
JAMES H. SUCHMA
REGISTERED PROFESSIONAL ENGINEER
JAMES L. SYPTAK, JR.
REGISTERED PUBLIC SURVEYOR

HOUSTON ROBE
713/342-2
713/342-6

June 27, 1983

A Field Note Description of 2.29 Acres of Land, more or less, off the Southwest side of the Call Sadie Miller 93.3 Acre Tract, (Vol. 405, Pg. 37; Deed Records), Lester E. Cross Survey No. 18, Abstract #419, Fort Bend County, Texas.

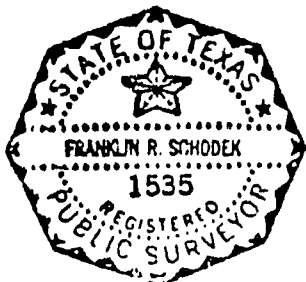
Begin at the West corner of said Sadie Miller Tract; said corner being the South corner of the Albert Ludwig Tract;

THENCE, North 45° East, 75.0 feet along the Southeast line of the Ludwig Tract to corner;

THENCE, South 45° East, 1330.56 feet to corner;

THENCE, South 45° West, 75.0 feet along the Northwest line of the Louise Hitch Tract to corner;

THENCE, North 45° West, 1330.56 feet to the Place of Beginning.



Franklin R. Schodek
Registered Public Surveyor #1535

NOTE: Based on available information. Not a field survey.

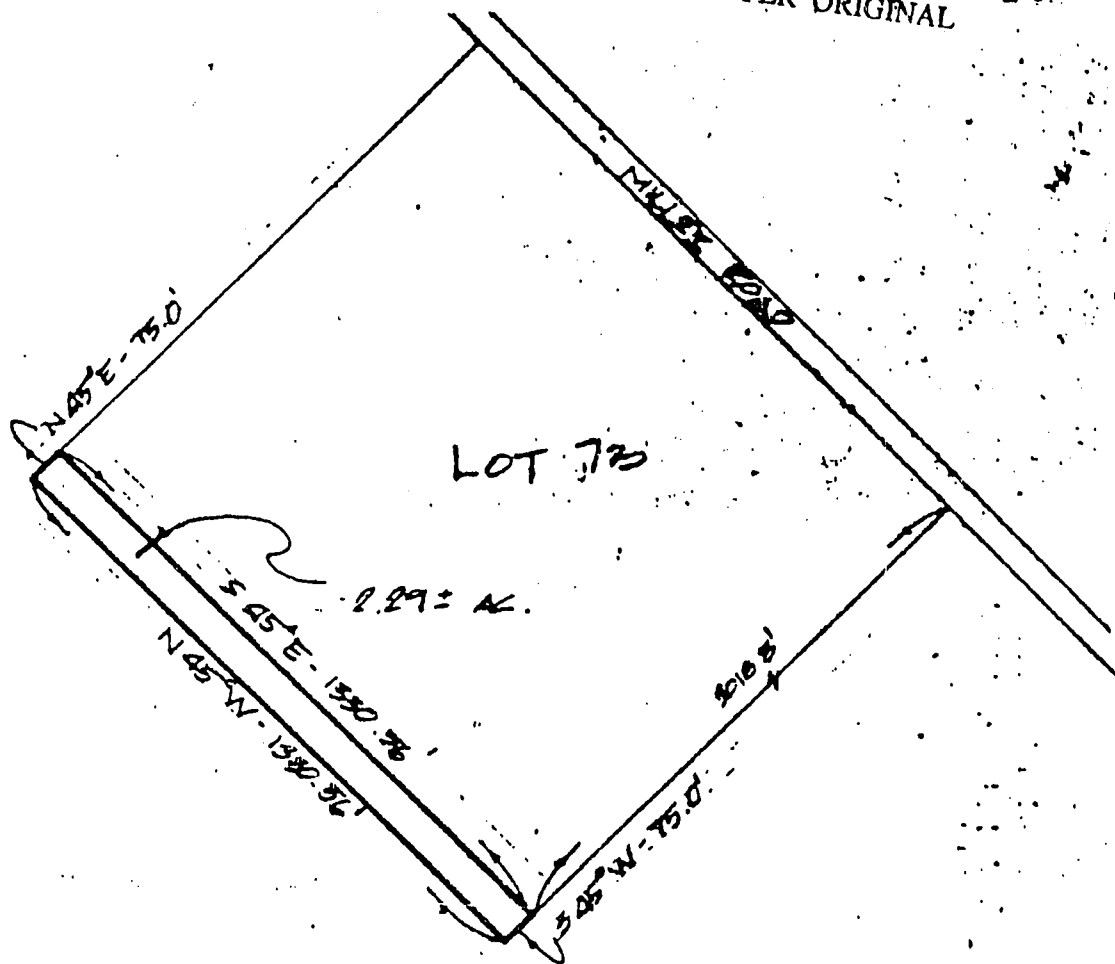
Grantee's Address:

FORT BEND COUNTY, TEXAS
Fort Bend County Courthouse
400 Jackson Street
Richmond, Texas 77469
Attn: Larry W.

2181 2395

40 1849

AS PER ORIGINAL



SKETCH SHOWING 2.29 ACRES OF LAND OFF THE SOUTHWEST SIDE OF THE SADIE MILLER 93.3 ACRE TRACT, (Vol. 405, Pg. 37; Deed Records), LESTER E. CROSS SURVEY NO. 18, ABSTRACT #419, FORT BEND COUNTY, TEXAS.

June 29, 1983

Signed: Frank R. Chold

Office Of:

Henry Steinkamp, Jr., Inc.
Consulting Engineers
1117 Tobola Street
Rosenberg, Texas 77471

SCALE: 1" = 400'

2181 2396
40 1850

EXHIBIT "B"

AS PER ORIGINAL

It is understood and agreed between Sadie Miller, Grantor, and Fort Bend County that Fort Bend County will set and cover with gravel three (3) culverts, not to exceed twenty-four (24) feet in length, along the herein described road right-of-way dedicated by said Sadie Miller. Said location to be determined by the Grantor, her successors and assigns, after the said road right-of-way has been constructed.

FILED

'90 JAN 10 P2:44

Dianne Hilson
COUNTY CLERK
FORT BEND COUNTY, TEX.

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

JAN 12 1990



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

22. AUTHORIZE DEPOSIT OF CASHIERS CHECK PERFORMANCE BOND FROM HOME WORKS ETC. ON BID #90-014:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize Purchasing Agent to deposit cashiers' check performance bond from Home Works Etc.
(Recorded in minutes in full)

23. AUTHORIZE ADVERTISING FOR BIDS FOR ONE OR MORE PICKUP TRUCKS FOR THE DRAINAGE DISTRICT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for one or more new pickup trucks for Fort Bend County.

24. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS (EAST-END ANNEX), AS AUTHORIZED BY ART. 6251-17, SEC. 2 (F), VICS, AND CONSIDER TAKING ACTION:

Met in Closed Session.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize purchase of property known as Old Missouri City Hall, authorize hiring of an architect to establish bid spec to renovate the building and authorize the Purchasing Agent to advertise for bids for renovation.

25. 11:00 A.M.-OPEN BID #90-019 FOR INDIGENT HEALTH CARE BILLING SERVICES:

The following bids were presented to Commissioners' Court.

- | | |
|-------------------------------|-----------------------|
| A) DELTA AUTOMATED SERVICES | \$ 6,250.00 per month |
| B) THIRD PARTY ADMINISTRATORS | \$ 6,190.00 per month |

RECESS:

Commissioners' Court recessed at 11:55 a.m.

RECONVENE:

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

26. 1:30 P.M.-OPEN AND CONSIDER ACCEPTING RFP'S FOR THIRD PARTY ADMINISTRATOR TO ADMINISTER THE IRC SEC. 125 BENEFITS PLAN FOR EMPLOYEES OF FORT BEND COUNTY:

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

- | |
|-------------------------------------------------|
| A) ANDERSON, COMPTON & ROSS, INC. |
| B) GERALD DEAN (ADMINISTRATIVE AGENTS OF TEXAS) |
| C) MORELAND, BLACK & MANNING, INC. |

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 Robert Grayless, Auditor.

28. ADJOURNMENT:

Commissioners' Court adjourned at 1:40 p.m., Monday, January 8, 1990.

COUNTY OF FORT BEND

40 ²² 1852

Drainage District

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

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

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

January 5, 1990

Fort Bend County Building Services
George Beran, Supervisor
Jane Long Annex
Richmond, Texas 77469

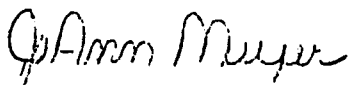
Re: Bid #90-014 - Houseworks, Etc.

Dear Mr. Beran:

For the third day in a row we must inform you of unsatisfactory services performed by the above referenced janitorial service at the Drainage District office located at 3417 Avenue F in Rosenberg. Once again, the floors in this building were not cleaned. The carpets were not vacuumed nor were the vinyl floors swept or mopped. Also, nothing was dusted.

As you are by now aware, we are very dissatisfied with the performance of this company and would like for you to consider this our third formal complaint against them.

Thank you,



Jo Ann Meyer
Administrative Secretary

cc: John Hammett - Fort Bend County Purchasing Agent

COUNTY OF FORT BEND

40 1853

Drainage District

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

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

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

January 4, 1990

Fort Bend County Building Services
George Beran, Supervisor
Jane Long Annex
Richmond, Texas 77469

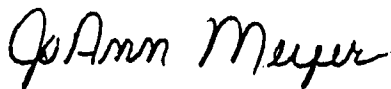
Re: Bid #90-014 - Houseworks, Etc.

Dear Mr. Beran:

This letter is to inform you of unsatisfactory services performed by the above referenced janitorial service at the Drainage District office located at 3417 Avenue F in Rosenberg. On January 3, 1990, an employee of Houseworks, Etc. arrived at our office shortly before 5:00 P.M. to clean the building. Upon our arrival at work this morning, it was discovered that the vinyl floors had not been swept or mopped and the carpet had not been vacuumed. Apparently furniture had not been dusted either. It is our understanding that all of these items are included in the current janitorial service bid and are to be done on a daily basis.

Please consider this letter a second formal complaint (the first being submitted to you on January 3, 1990) from the Drainage District against Houseworks, Etc.

Thank you,



Jo Ann Meyer
Administrative Secretary

cc: John Hammett - Fort Bend County Purchasing Agent

CF: Contractor
Purchasing Agent

COUNTY OF FORT BEND

Drainage District

40 1854

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

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

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

January 3, 1990

Fort Bend County Building Services
George Beran, Supervisor
Jane Long Annex
Richmond, Texas 77469

Re: Bid #90-014 - Houseworks Etc.

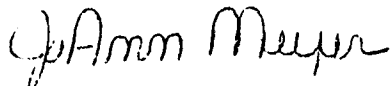
Dear Mr. Beran:

Per Fort Bend County Purchasing Agent John Hammett's instructions, this letter is to inform you that the Drainage District office located at 3417 Avenue F in Rosenberg has not yet been cleaned per the above referenced bid specifications. It was our understanding that this bid went into effect on January 1, 1990 and would continue through December 31, 1990.

On both January 2 and 3, upon arriving at the office, it was noted that trash cans had not been emptied, desks and file cabinets had not been dusted, restrooms had not been cleaned, carpets had not been vacuumed and vinyl floors had not been swept or mopped.

Please consider this letter a formal complaint from the Drainage District against Houseworks Etc. for 2 days services.

Thank you,



Jo Ann Meyer
Administrative Secretary

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

DATE: 1-4-90SUBMITTED BY: TAX Office JANE Long BLDG.VENDOR/CONTRACTOR RESPONSIBLE: CLEANING CompanyPRODUCT OR SERVICE: FLOOR

DETAILS: Give a detailed description of the complaint. Include: who, what, when, where. List efforts you made to resolve problem. Be specific, this document may be required in court.

UPON ARRIVING AT WORK (JANE Long BLDG TAX Office) ON 1-4-90 there was found to be several AREAS ON the floor that were slick. Slick to the point of CAUSING the employees to slip & SLIDE. AFTER Discussion Among the employees it was found out that one employee who stayed LATE on 1-3-90 SAW one of the cleaning people holding a Dust Rag up AND SPRAYING furniture polish CAUSING the polish to fall on the floor.

YOUR SIGNATURE HERE:

Richard ThrossDATE: 1-4-90

DISTRIBUTION:

George BERAN - Building
John HAMMETT - Purchasing
Indie STAVINHA - County Judge

MAINTENANCE
 AGENT

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

DATE: January 5, 1990SUBMITTED BY: John J. Hammett, Purchasing AgentVENDOR/CONTRACTOR RESPONSIBLE: Home Works Etc.PRODUCT OR SERVICE: Janitorial Service, Jane Long Annex (Bid #90-014)

DETAILS: Give a detailed description of the complaint. Include: who, what, when, where. List efforts you made to resolve problem. Be specific, this document may be required in court.

Offices of Purchasing Department were not properly policed during the night of January 4, 1990. Trash cans were not emptied, ash trays ditto, no dusting was done, and carpet was not vacuumed.

UNSATISFACTORY LETTER #3

NOTE TO COUNTY AUDITOR: This is the third letter of unsatisfactory performance in three days.

YOUR SIGNATURE HERE: DATE: 5 Jan 90DISTRIBUTION: Home Works Etc.Bid #90-014 Permanent FileGeorge Beran, Bldg Svc.County Auditor



HOUSTON, TEXAS

NOTICE TO CUSTOMERS

The purchase of an Indemnity Bond will be required before any official check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.

No. 020562 40 1857

HOME WORKS ETC

DEC. 28, 1989

PAY TO THE ORDER OF ***** FORT BEND COUNTY ***** \$ 500.00

BID #90-014

CASHIER'S CHECK

UNITY NATIONAL BANK 500.00 DOLLARS

Jerry R. Woods
AUTHORIZED SIGNATURE

OVER \$10,000 TWO SIGNATURES REQUIRED

020562 113001242 069 732

BID ITEM: INDIGENT HEALTH CARE BILLING SERVICES

40 1858

BID NUMBER: 90-019

VENDORS WHO ATTENDED THE MANDATORY PRE-BID CONFERENCE AND ARE ELIGIBLE TO BID

COMPANY

BID PRICE

DCI

DELTA AUTOMATED SERVICES

THIRD PARTY ADMINISTRATORS

~~Star Bid~~
\$ 6250⁰⁰ per month
\$6190⁰⁰ per month

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR
1990

40 1859

On this the 8 day of JANUARY, 1990 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

J. Starinoka
R. D. Hilder
W. B. Grayless
W. B. Grayless
W. B. Grayless

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

***** APPROVED *****

Robert Grayless
County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

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.

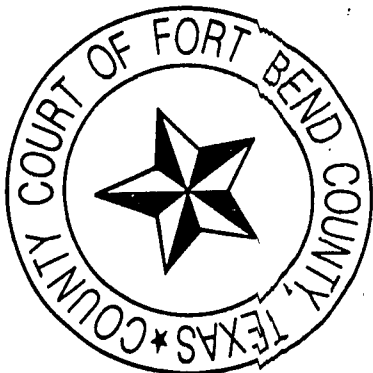
COMMISSIONERS COURT MINUTES

FILMED ON MARCH 13, 1990

STARTING WITH
FILM CODE NO. 90 vol. 40 pg. 1770

ENDING WITH
FILM CODE NO. 90 vol. 40 pg. 1859

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 13
DAY OF MARCH, 19 90.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 1862.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, JANUARY 15, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 8, 1990.
2. Approve changes in depository pledge contracts.
3. Approve line item transfers in budgets.
4. Approve out-of-town travel requests for County personnel.
5. Approve service/maintenance agreements for County equipment.
6. Consider requests for waiver of tax penalties & interest.
7. Proposals by Lovett, Underwood Neuhaus & Webb, Inc. and Rauscher Pierce Refsnes, Inc. regarding financial management of Library Bond Project.
8. Consider appointments to Library Board of Trustees.
9. Accept check in the amount of \$5,667.58 for insurance reimbursement and rebudget into Dept. 30, line items 1010 & 4010.
10. Consider approving dues in the amount of \$1,830 to the National Assn. of Counties.
11. Consider approving interlocal agreements with the following entities: City of Needville and Needville I.S.D., Pct. 2; Cities of Meadows and Stafford, Pct. 3.
12. Consider approving contracts with service providers for residential counseling and testing for Juvenile Probation Dept.
13. Consider accepting architectural contract for east-end annex.
14. Authorize District Attorney, Civil Div., to take necessary action regarding West Park Lake, Sec. 1 & Karaugh, Sec. 1&2, Pct. 3.
15. Accept petitions and set public hearing on the extension of Hilltop & Wicks Roads, Pct. 2.
16. Consider obtaining services of Stephens/Tingley & Associates, Inc. and approve consulting contract for Pct. 2.
17. Consider renewing lease agreement for land in Fulshear used for storage of road materials, Pct. 4.
18. Transfer funds into Employee Benefit Fund & Workers Comp Fund.
19. Accept and rebudget check in the amount of \$23,925.19 from Fairgrounds into Pct. 1 Road & Bridge, Road Materials.
20. 10:30 a.m. - Hold public hearing to consider accepting roads in One Oak Chase Sub., Pct. 2, and consider taking action.
21. Consider applications from Prime Cable of Fort Bend County to install cable under Colony Crossing Dr., Spring Trail Dr., Summer Hill Dr., Oakhurst Parkway, Bayou Crossing Dr., Meadow Spring Dr., Elkins Rd., Alcorn Hill Dr., Alcorn Bayou Dr., Meadow Edge Dr., and along Elkins Dr., Oakland Dr., Meadow Spring Dr. & Oakhurst Parkway, Pct. 4.
22. Consider application from Southwestern Bell to install cable along Bryan Rd., Pct. 1.
23. Consider application from Exxon Corp. to install pipeline under Steep Bank Creek, Pct. 4.
24. Advertise for bids/RFP's for the following: (1) New trailer mounted rubberized asphalt tar kettle for pothole patching; (2) Public employees blanket bond insurance.

- ²⁵
24. Meet in Closed Session to discuss land matters (FM-762 bridge project) as authorized by Art. 6252-17, Sec. 2(f), VTCS and consider action.
- ²⁶
25. 1:30 p.m. - Open and consider bids for the following: (1) Big Creek bypass channel construction (#90-020); (2) Contract for refuse removal at Pct. 2 facility, Arcola (#90-021).
- ²⁷
26. Approve bills.
- ²⁸
27. Adjournment.

FILED FOR RECORD

TIME 2:45 ^{A.M.}
P.M.

JAN 11 1990

Danae Wilson
County Clerk Fort Bend Co. TxJodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday,
January 11, 1990 at 2:55 p.m. by Danae Wilson.

SPECIAL SESSION

BE IT REMEMBERED That on this 15TH day of JANUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

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

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

1. APPROVE MINUTES OF MEETING OF JANUARY 8, 1990:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of January 8, 1990.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out of town travel requests for COUNTY CLERK, COMMISSIONER PCT.#1,2,3 & 4, PURCHASING, DRAINAGE DISTRICT, DISTRICT ATTORNEY, EMERGENCY MANAGEMENT, COUNTY JUDGE, SHERIFF, JUSTICE OF THE PEACE #2, PL.2, JUSTICE OF THE PEACE #3, PL. 1, FIRE MARSHALL and COUNTY ENGINEER. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve service/maintenance agreements with Houston Lighting & Power at Vehicle Maintenance Facility. (Recorded in minutes in full)

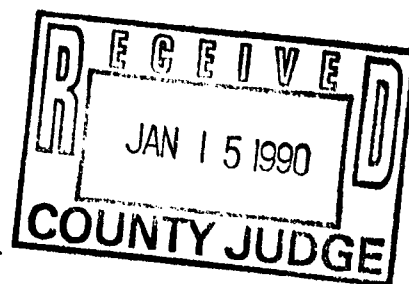
6. CONSIDER REQUESTS FOR WAIVER OF TAX PENALTIES & INTEREST:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting no, it is ordered to authorize waiver of penalty & interest in the amount of \$137.94 and attorney fees in the amount of \$71.17 as presented by Deborah Putman representing James L. Noel. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize waiver of penalty & interest and attorney fees for the following:

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 Feb 11

Date of Return Feb 14

Purpose of Trip: For Certification Program
in Court Management

Places to be Visited: Tampa, Florida

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

Airline

Dianne Nelson

Name

County Clerk

Title

1-15-90

Date

Approved: Commissioners' Court

J. Starinich
 County Judge

1/15/90
 Date

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:

Bob Lutts

Period: Date of Departure January 22, 1990

Date of Return January 25, 1990

Purpose of Trip: to attend the 32nd 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

Bob Lutts
Name

January 15, 1990
Date

Commissioner Pct.4
Title

* * * * *

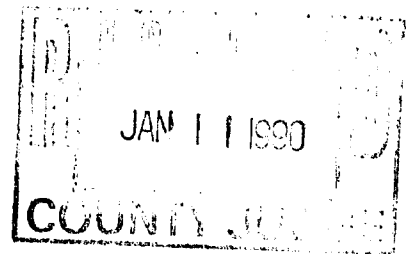
Approved: Commissioners' Court

J. Starnes
County Judge

1/15/90
Date

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1867



TO: COMMISSIONERS COURT

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

Joanne Sheard

DATE OF DEPARTURE: 2-14-90 6:30 - 9:30 P.M.

DATE OF RETURN: 3-14-90 EACH WEDNESDAY

DESTINATION: University of Houston at Cinco Ranch

PURPOSE OF TRIP: to attend Introduction to Lotus 123

MODE OF TRANSPORTATION: personal auto

DEPARTMENT HEAD APPROVAL: Pct. 3 Road & Bridge
Name & Department

DATE: 2-8-90
Signature [Signature]

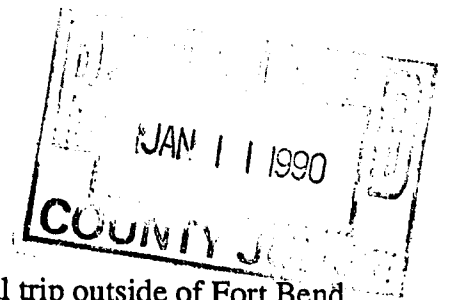
APPROVED COMMISSIONERS COURT: Presiding Official [Signature]

Date 1/15/90

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1868



TO: COMMISSIONERS COURT

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

Alton B. Pressley

Tim Coons

Randall Ward

DATE OF DEPARTURE: 2-17-90

DATE OF RETURN: 2-22-90

DESTINATION: College Station

PURPOSE OF TRIP: to attend 19th Annual Public Works
Short Course

MODE OF TRANSPORTATION: County vehicle/personal

DEPARTMENT HEAD APPROVAL: Pct. 3 Road & Bridge

Name & Department

DATE: 2-9-90

Signature

ARB

APPROVED COMMISSIONERS COURT: Presiding Official

Date

J. Starinola
1/15/90

(Emergency Approval: _____ Date _____)

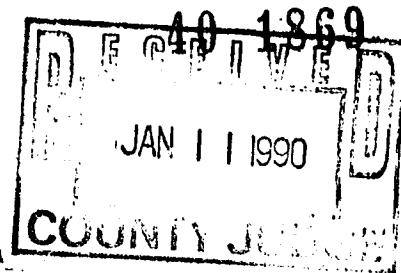
WHITE COPY: Commissioners Court Copy

CANARY COPY: Treasurer's Advance

PINK COPY: Attach To Travel Expense

GOLDENROD COPY: Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Bobby Hughes

DATE OF DEPARTURE: 3-28-90 7-10 P.M.

DATE OF RETURN: 4-25-90 EACH WEDNESDAY

DESTINATION: University of Houston at Cinco Ranch

PURPOSE OF TRIP: to attend Advanced Lotus 123

MODE OF TRANSPORTATION: personal auto

DEPARTMENT HEAD APPROVAL: Pct. 3 Road & Bridge
Name & Department

DATE: 2-8-90
Signature [Signature]

APPROVED COMMISSIONERS COURT: Presiding Official [Signature]
Date 1/15/90

(Emergency Approval: _____ Date _____)

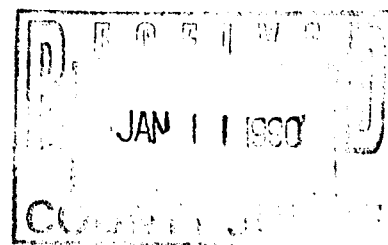
WHITE COPY: Commissioners Court Copy

CANARY COPY: Treasurer's Advice

PINK COPY: Attach To Travel Expense

GOLDENROD COPY: Department

FORT BEND COUNTY TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

CYNTHIA MORALES

DATE OF DEPARTURE: FEBRUARY 4, 1990

DATE OF RETURN: FEBRUARY 7, 1990

DESTINATION: THE UNIVERSITY OF TEXAS AT AUSTIN

PURPOSE OF TRIP: BASIC PUBLIC PURCHASING SEMINAR

MODE OF TRANSPORTATION: PERSONAL VEHICLE

DEPARTMENT HEAD APPROVAL: JOHN J. HAMMETT PURCHASING

Name & Department

DATE: 1-9-90

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1871

TO: COMMISSIONERS COURT

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

DATE OF DEPARTURE: 1/17/90

DATE OF RETURN: 1/18/90

DESTINATION: Austin, TX

PURPOSE OF TRIP: To attend meeting of Texas Water Development Board re:

Fort Bend Flood Control Water Supply Corporation - Big Creek project

MODE OF TRANSPORTATION: personal auto

DEPARTMENT HEAD APPROVAL: Daniel Gerken - Fort Bend County Drainage District
Name & Department

DATE: 1/8/90

X
Signature

APPROVED COMMISSIONERS COURT: Presiding Official *J. Starnes*

Date 1/15/90

(Emergency Approval: _____ Date _____)

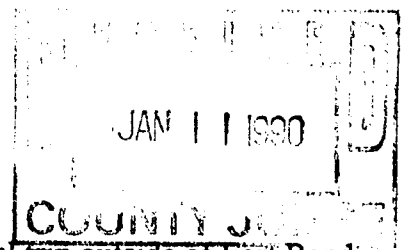
WHITE COPY - Commission Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Commissioner Ben G. Denham

DATE OF DEPARTURE: January 29, 1990

DATE OF RETURN: January 30, 1990

DESTINATION: Fort Bend Parkway-Hearing Austin, Texas

PURPOSE OF TRIP: Public Hearing

MODE OF TRANSPORTATION: personal auto

DEPARTMENT HEAD APPROVAL: Commissioner Ben G. Denham, Pct. 2
Name & Department

DATE: _____

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

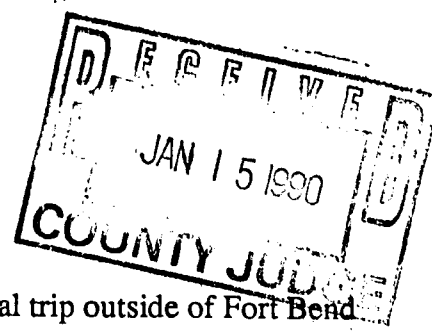
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Commissioner Ben G. Denham

DATE OF DEPARTURE: January 17, 1990

DATE OF RETURN: January 18, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Two (2) Texas Water Commission Hearings

MODE OF TRANSPORTATION: Personal vehicle

DEPARTMENT HEAD APPROVAL: Commissioner Ben G. Denham, Pct. 2
Name & Department

DATE: _____

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1874

TO: COMMISSIONERS COURT

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

R. L. O'Shieles

DATE OF DEPARTURE: January 17, 1990

DATE OF RETURN: January 18, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: to attend Water Commission Hearings

MODE OF TRANSPORTATION: personal vehicle

DEPARTMENT HEAD APPROVAL: R. L. O'Shieles, Commissioner
Fort Bend County, Precinct #1 Road & Bridge
Name & Department

DATE: Jan. 10, 1990

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval:

Date

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1875

TO: COMMISSIONERS COURT

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

Jodie E. Stavinocha

DATE OF DEPARTURE: January 17, 1990

DATE OF RETURN: January 18, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Texas Water Commission and Texas Water Development
Board Meetings

MODE OF TRANSPORTATION: Personal auto

DEPARTMENT HEAD APPROVAL: Jodie E. Stavinocha
Name & Department

DATE: January 15, 1990

Signature

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION

40 1876

TO: COMMISSIONERS COURT

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

Jodie E. Stavinocha

DATE OF DEPARTURE: February 13, 1990

DATE OF RETURN: February 15, 1990

DESTINATION: Austin, Texas

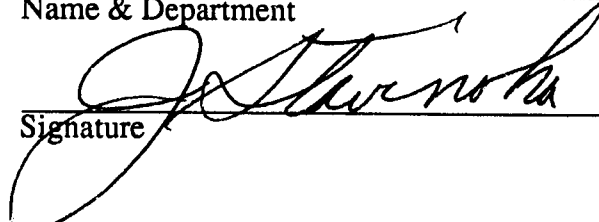
PURPOSE OF TRIP: Annual State Emergency Management Conference

MODE OF TRANSPORTATION: Personal auto

DEPARTMENT HEAD APPROVAL: Jodie E. Stavinocha
Name & Department

DATE: January 8, 1990

Signature



APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinocha

Date

1/12/90

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

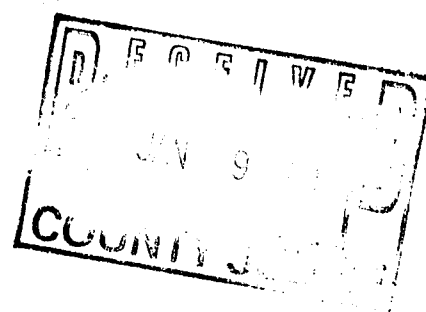
PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

40 1877

COUNTY OF FORT BEND

Travel Authorization



TO: COMMISSIONERS' COURT

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

Sergeant Mike Patton

Period: Date of Departure 1/31/90 P.M.

Date of Return 2/1/90 P.M.

Purpose of Trip: To attend a Texas Accreditation Coalition Meeting

Places to be Visited: Tyler, Texas

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

County Car

[Signature]
Name

1/5/90

Date

Sheriff

Title

Approved: Commissioners' Court

[Signature]
County Judge

1/15/90
Date

WHITE COPY--Commissioners Court Copy

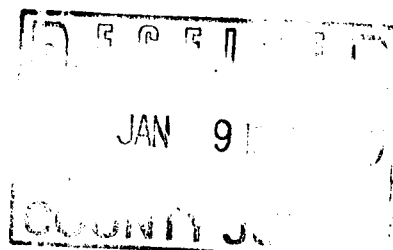
CANARY COPY--Treasurer's Copy - Per Diem

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:

Sara Gless request permission for travel

reimbursement to attend The 20 Hour Advanced Court

Personnel Seminar in Houston, Texas.

Sara Gless, Court Clerk

Period: Date of Departure Feb. 20, 1990

Date of Return Feb. 23, 1990

Purpose of Trip: Court Personnel Twenty Hour

Training Seminar

Places to be Visited: Will be held in Houston, Texas

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

Personal Auto

Gay Hedrick
Name

Jan. 9, 1990

Date

Justice of the Peace, Pct. 2, Pl. 2

Title

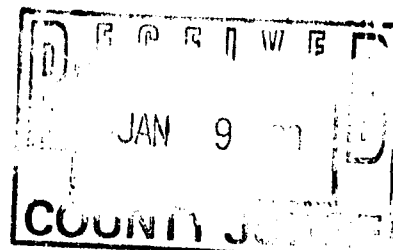
Approved: Commissioners' Court

J. Starnish
County Judge

1/15/90
Date

COUNTY OF FORT BEND

Travel Authorization



TO: COMMISSIONERS' COURT

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

FOR CLERK - CAROLYN ROBINSON

Period: Date of Departure Feb. 20, 1990

Date of Return Feb. 23, 1990

Purpose of Trip: 20 hour Seminar for Court Personnel

Places to be Visited: Houston, Texas

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

Personal auto

George Molina

Carolyn Robinson

Name

Jan. 8, 1990

Court Clerk 4

Date

Title

Approved Commissioners' Court

J. Stronoha

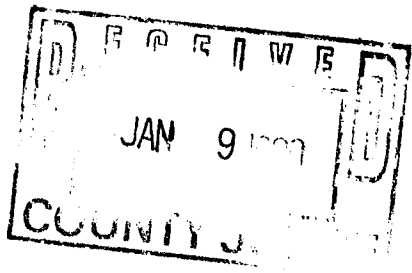
County Judge

1/15/90

Date

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
FRANK FOLLIS

Period: Date of Departure 2-6-90
Date of Return 2-9-90

Purpose of Trip: Elected Prosecutor's
Conference - Kerrville, Texas

Places to be Visited: _____

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

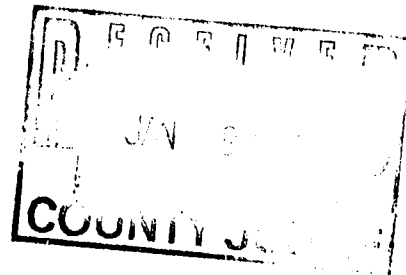
[Signature]
Name

1-8-90 Criminal District Attorney
Date Title

Approved: Commissioners' Court
[Signature]
County Judge

1/15/90
Date

FORT BEND COUNTY TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Gary Tilton

DATE OF DEPARTURE: February 12, 1990

DATE OF RETURN: February 15, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Attend State Emergency Management Conference

MODE OF TRANSPORTATION: County Car

DEPARTMENT HEAD APPROVAL: Gary Tilton, Fire Marshal/Safety Coordinator
Name & Department

DATE: 1/8/90

Signature 

APPROVED COMMISSIONERS COURT: Presiding Official 

Date 1/15/90

(Emergency Approval: _____ Date _____)

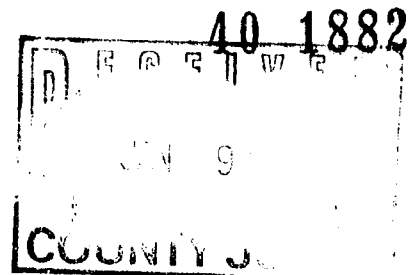
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Mel Speed

Ron Bolyard

DATE OF DEPARTURE: February 12, 1990

DATE OF RETURN: February 15, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Attend State Emergency Management Conference

MODE OF TRANSPORTATION: Personal Vehicle

DEPARTMENT HEAD APPROVAL: Mel Speed, Emergency Management Coordinator
Name & Department

DATE: 1/8/90

Signature

Mel Speed

APPROVED COMMISSIONERS COURT: Presiding Official J. Starnish

Date 1/15/90

(Emergency Approval: _____ Date _____)

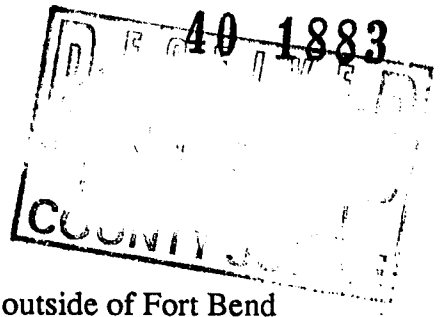
WHITE COPY - Commissioners Court Copy

CANARY COPY - Treasurer's Advance

PINK COPY - Attach To Travel Expense

GOLDENROD COPY - Department

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Gary Tilton
Ron Bolyard

DATE OF DEPARTURE: March 12, 1990

DATE OF RETURN: March 14, 1990

DESTINATION: Houston

PURPOSE OF TRIP: Attend 1990 Texas/Southwestern Safety Conference & Exposition

MODE OF TRANSPORTATION: County Car

DEPARTMENT HEAD APPROVAL: Gary Tilton, Fort Bend County Fire Marshal
Name & Department

DATE: 1-8-90

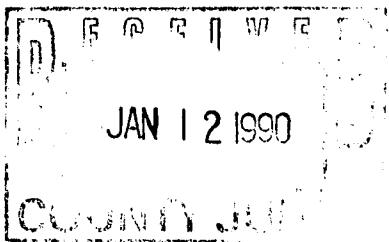
[Signature]
Signature

APPROVED COMMISSIONERS COURT: Presiding Official [Signature]

Date 1/15/90

(Emergency Approval: _____ Date _____)

FORT BEND COUNTY
TRAVEL AUTHORIZATION



TO: COMMISSIONERS COURT

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

Dwayne Grigar

DATE OF DEPARTURE: 1/18/90

DATE OF RETURN: 1/19/90

DESTINATION: College Station

PURPOSE OF TRIP: Attend a 2 day course @ Texas A&M, for ARC/Info Computer
Software Training Class.

MODE OF TRANSPORTATION: County Vehicle

DEPARTMENT HEAD APPROVAL: Ron D. Drachenberg, P.E., R.P.S./County Engineer
Name & Department

DATE: 1/11/90 Ron D. Drachenberg
Signature

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavish
Date 1/15/90

(Emergency Approval: _____ Date _____)

Section V-Service Rules and Regulations
Application and Agreement for
Security Lighting Service

Sheet No. E14.5
Page 1 of 2

HOUSTON LIGHTING & POWER COMPANY

HL&P 7238

APPLICATION AND AGREEMENT
FOR SECURITY LIGHTING SERVICE

(herein called Customer) and Houston Lighting & Power Company, (herein called Company) agree as follows:

- a. Company agrees to install, own and maintain a total of 1 outdoor high pressure sodium (HPS) vapor light(s) of the type(s) and lumen output(s) indicated below and each mounted on an existing wooden pole at the agreed specified location(s), at or near 1410 RANSOM, Texas.

<u>TYPE OF LAMP</u>	<u>LUMEN RATING</u>	<u>NO. OF LIGHTS</u>
Floodlight/Directional HPS	16,000	<u>—</u>
Floodlight/Directional HPS	27,500	<u>1</u>
Floodlight/Directional HPS	50,000	<u>—</u>
Roadway/General HPS	16,000	<u>—</u>
TOTAL LIGHTS		<u>1</u>

- b. Customer will pay for the lighting service rendered hereunder in accordance with the provisions of (1) this Application and Agreement for Security Lighting Service (2) the Company's Rate Schedule - SL and (3) the Terms and Conditions for the Sale of Lighting Service, each being made a part hereof, on file with the regulatory authority having jurisdiction and available for inspection at any of Company's business offices.
- c. The lights furnished hereunder shall under normal conditions operate from approximately thirty minutes after sunset to approximately thirty minutes before sunrise every night in the year and the total time of operation will be approximately four thousand two hundred (4,200) hours each year for each light furnished. Company will maintain no patrols but will make necessary repairs at its expense with reasonable promptness after receipt of notice that such are necessary, but with no adjustment of payments hereunder due to outage.
- d. It is understood and agreed that Company's Rate Schedule(s), Riders and Terms and Conditions applicable to Security Lighting Service are subject to change from time to time, with the approval of regulatory

Revision Number: Original

Effective: 6-3-87

Section V-Service Rules and Regulations
Application and Agreement for
Security Lighting Service

Sheet No. E14.5
Page 2 of 2

HOUSTON LIGHTING & POWER COMPANY

authorities having jurisdiction thereof, and that such changes shall automatically become applicable to customer's service based upon the effective date of the change.

- e. The obligations of both parties shall commence on _____, or upon such earlier date as Customer shall have begun to take service, and shall continue for a period of not less than twenty-four (24) months and thereafter until terminated, which termination may be provided by either Customer or Company giving written notice of such termination to the other party at least thirty (30) days in advance of the date of termination. However, Customer may cancel this agreement prior to the initial expiration date by then paying Company in a lump sum the Monthly Bill to become due (excluding the Fuel Charge) for the unexpired period of this agreement, or \$100.00 per light, whichever is the lesser amount.
- f. All bills rendered Customer shall be mailed to Customer at his address of _____ or such other address as Customer may give Company in writing and shall be payable in accordance with provisions of the applicable rate schedule at Company's office in Houston, Texas or at any of the Company's district offices or designated collection agencies.
- g. This agreement is subject to the Company's Terms and Conditions for the Sale of Lighting Service.
- h. This agreement shall not be binding upon either party unless and until it has been duly executed in writing by both parties.

HOUSTON LIGHTING & POWER COMPANY

By _____
Vice-President

Attest _____
Secretary

Date _____

Submitted by _____

FORT BEND County
Customer

X By Jodi Stalino
JODIE STALINO
(Print Name)

X Title COUNTY JUDGE

Attest Dianne Wilson
DIANNE WILSON Secretary County Clerk

Date 1-15-90

Revision Number: Original

Effective: 6-3-87

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: January 9, 1990

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - James L. Noel, Jr.
Account .907-0402-00-000-4404
Precinct #3

Mr. Noel is requesting waiver of penalty and interest on the above referenced account for years 1986 and 1987.

1. The original tax rolls reflect ownership as follows:

1982 & Prior	R.H. Harris
1983	Clinton Wong - No address
1984	Clinton Wong c/o Judge James Noel
1985 - 1987	Clinton Wong c/o L.B. Walker & Assoc.
1988 - 1989	Virginia Noel

2. Payment records for years 1984 and 1985 show taxes paid by The Noel Offices.
3. 1986 and 1987 taxes were paid November 1989.

Breakdown of Taxes Paid:

Base Tax	\$336.48
Penalty and Interest	137.94
Attorney Fees	<u>71.17</u>
Total Paid	\$545.59

I do not recommend waiver of penalty and interest or attorney fees on the above referenced account as the Noel Offices were paying the taxes while the property was in the name of Clinton Wong.



Richard T. Kercheval	\$424.29 penalty & interest
	\$228.46 attorney fees
Robert E. Wells	\$428.96 penalty & interest
	\$123.11 attorney fees
Mary Lynnette Kimble	\$ 94.16 penalty & interest
	\$ 25.95 attorney fees
Daniel G. Brace	\$245.13 penalty & interest
	\$ 30.47 attorney fees

7. PROPOSALS BY LOVETT, UNDERWOOD NEUHAUS & WEBB, INC. AND RAUSCHER PIERCE REFSNES, INC. REGARDING FINANCIAL MANAGEMENT OF LIBRARY BOND PROJECT:

Cliff Kavanaugh representing Lovett, Underwood Neuhaus & Webb, Inc. and Frank Ildebrando and Larry Catuzzi representing Raushcer Pierce Refsnes, Inc. presented proposals regarding the financial managment library bond project.

No court action.

8. CONSIDER APPOINTMENTS TO LIBRARY BOARD OF TRUSTEES:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, with Commissioner Lutts absent for vote, it is ordered to appoint Lynn Helm of Sugar Land to serve for three years on the Library Board.

9. ACCEPT CHECK IN THE AMOUNT OF \$5,667.58 FOR INSURANCE REIMBURSEMENT AND REBUDGET INTO DEPT. 30, LINE ITEMS 1010 & 4010:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Lutts absent for vote, it is ordered to deposit \$5,667.58 from insurance reimbursement (for theft) into the general fund.

10. CONSIDER APPROVING DUES IN THE AMOUNT OF \$1,830 TO THE NATIONAL ASSN. OF COUNTIES:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Lutts absent for vote, it is ordered to approve dues in the amount of \$1,830 to the National Assn. of Counties. (Recorded in minutes in full)

11. CONSIDER APPROVING INTERLOCAL AGREEMENTS WITH THE FOLLOWING ENTITIES: CITY OF NEEDVILLE AND NEEDVILLE I.S.D., PCT. 2; CITIES OF MEADOWS AND STAFFORD, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, with Commissioner Lutts absent for vote, it is ordered to approve interlocal agreements: (Recorded in minutes in full)

Fort Bend & City of Needville
 Fort Bend Drainage & City of Needville
 Fort Bend & Needville I.S.D.
 Fort Bend & City of Meadows
 Fort Bend Drainage & City of Stafford

12. CONSIDER APPROVING CONTRACTS WITH SERVICE PROVIDERS FOR RESIDENTIAL COUNSELING AND TESTING FOR JUVENILE PROBATION DEPT.:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, with Commissioner Lutts absent for vote, it

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: January 9, 1990

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Richard T. Kercheval
Account .907-4966-01-008-0120
Precinct #3

Mr. Kercheval is requesting waiver of penalty and interest on the above referenced account for tax years 1985 thru 1988.

1. Mr. Kercheval purchased the property in August 1985.
2. The original tax rolls for years 1985 thru 1989 reflect ownership in the name of Joseph K & Rose Porreca.
3. The Fort Bend Central Appraisal District issued change orders for years 1986 thru 1990 to correct the ownership. Reason for change: account changed in error.
4. Payment was received on December 20, 1989 for the delinquent taxes.

Breakdown of taxes paid:

Base Tax	\$1,098.75
Penalty and Interest	424.29
Attorney Fees	<u>228.46</u>
Total Paid	\$1,751.50

I recommend waiver of penalty and interest and attorney fees due to an error on the part of the Fort Bend Central Appraisal District.



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: January 8, 1990

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Mr. Robert E. Wells
Account .907-5915-02-003-0060
Precinct #4

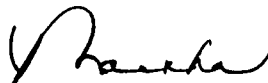
Mr. Wells is requesting waiver of penalty and interest on the above referenced account for 1980.

1. Mr. Wells purchased the property in September 1982.
2. The property was carried on the 1980 tax roll under the name of Quail Valley Thunderbird.
3. There is no evidence of a statement being mailed to Mr. Wells in compliance with Sec 33.04 (b) of the State Property Tax Code.
4. The delinquent attorneys filed suit on Mr. Wells on November 15, 1989. Prior to filing suit there is no evidence that the attorneys attempted to contact Mr. Wells and inform him of this delinquency.
5. Mr. Wells' mortgage company, Farm and Home Savings, paid the delinquent taxes on December 5, 1989.

Breakdown of Taxes Paid:

Base Tax	\$391.74
Penalty and Interest	428.96
Attorney Fees	<u>123.11</u>
Total Paid	\$943.81

I recommend waiver of penalty and interest and attorney fees on the above referenced account under Sec 33.04 (b) of the State Property Tax Code.



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: January 8, 1990

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Mary Lynnette Kimble
Account .907-5920-02-003-0150
Precinct #4

Mrs. Kimble is requesting waiver of penalty and interest on the above referenced account for 1978.

1. Mrs. Kimble purchased the property in June 1978.
2. Property was carried on the 1978 tax roll in the name of U.S. Home Corporation.
3. Mrs. Kimble was not aware of the delinquency until the closing when she sold the property in October 1989.
4. The 1978 taxes were paid by the Title Agency handling the closing.
5. There is no evidence of a statement being mailed to Mrs. Kimble in compliance with Sec 33.04 (b) of the State Property Tax Code.

Breakdown of taxes paid:

Base Tax	\$ 78.79
Penalty and Interest	94.16
Attorney Fees	<u>25.95</u>
Total Paid	\$198.90

I recommend waiver of penalty and interest and attorney fees on the above referenced account under Sec 33.04 (b) of the State Property Tax Code.



MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: January 8, 1990

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

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Daniel G. Brace
Account .906-0242-00-000-0720
Precinct #2

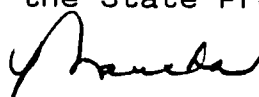
Mr. Brace is requesting waiver of penalty and interest on the above referenced account for years 1980, 1981 and 1982.

1. Mr. Brace purchased the property in April 1984.
2. The property was carried on the 1980 thru 1982 original tax roll in the name of Ronald Seegraves.
3. Mr. Brace paid the 1980 tax on July 5, 1989.
4. Mr. Brace paid the 1981 tax on October 17, 1989.
5. The 1982 tax is still due on the supplemental roll.
6. There is no evidence of a statement being mailed to Mr. Brace in compliance with Sec 33.04 (b) of the State Property Tax Code.

Breakdown of Taxes:

Base Tax	\$246.32
Penalty and Interest	245.13
Attorney Fees	<u>30.47</u>
Total	\$521.82

I recommend waiver of penalty and interest and attorney fees on the above referenced account under Sec 33.04 (b) of the State Property Tax Code.



NATIONAL ASSOCIATION of COUNTIES

440 First St. NW, Washington, DC 20001
202/393-6226

AGENDA ITEM

DATE: 01/01/90 10

INVOICE NO.: CMS - 90/03

40 1892

48157 Fort Bend
Mr. Jodie Stavinoha
County Judge
Annex, 500 Jackson
Richmond TX 77469

THE STANDARD REGISTER COMPANY

DATE	DESCRIPTION	AMOUNT
	COUNTY MEMBERSHIP SERVICE FEE FOR 12 MONTHS BEGIN DATE END DATE 03/31/90 03/31/91 REMIT TO: National Association of Counties P.O. Box 7733 Washington, DC 20044 Your county membership service fee includes 25 subscriptions to COUNTY NEWS, valued at \$15.00 each. The value of subscriptions is not deductible from the membership fee.	1,830.00
	TOTAL ►	1,830.00

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
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 calender year 1989 for various county services; and,

WHEREAS, the City and Drainage District desire to renew, extend and continue the terms and conditions of the said interlocal agreement executed for the calendar year 1989; 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 City for the calendar year 1989 is hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

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 1989 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, 1990, and must be renewed annually thereafter.
5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 13th day of December, 1989.

CITY OF NEEDVILLE

By: John A. Stenum, Sr.

MAYOR

ATTEST:

Michael Poslito
CITY SECRETARY

SIGNED this 15 day of January, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha

JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XXXX 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 1989 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, 1990, 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 19 day of December, 1989.

NEEDVILLE INDEPENDENT SCHOOL DISTRICT

By: [Signature]
CHAIRMAN OF TRUSTEES

ATTEST:

[Signature]
SECRETARY

SIGNED this 15 day of January, 1990.

COUNTY OF FORT BEND

By: [Signature]
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

[Signature]
DIANNE 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 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XXXX a. Maintenance, repair and construction of streets, roads, and drainage;
- XXXX b. The enforcement of health regulations;
- XXXX c. The enforcement of animal control;
- XXXX d. Housing of city prisoners in jail.
2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, and must be renewed annually thereafter.
5. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 13th day of DECEMBER, 1989.

CITY OF NEEDVILLE

By: John A. Hester, Mayor
MAYOR

ATTEST:

Michael L. Smith
CITY SECRETARY

SIGNED this 15 day of January, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
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 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, 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, 1990, 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 4th day of January, 1990.

CITY OF STAFFORD

By: 
MAYOR

ATTEST:


CITY SECRETARY

SIGNED this 15 day of JANUARY, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOKA, County Judge

ATTEST:

Dianne Wilson
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 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, 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.

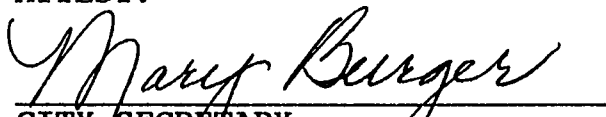
6. The City agrees to indemnify and hold the Drainage District harmless with respect to any claim, demand or suit arising after the repair, maintenance, and/or construction is completed on said drainage.
7. It is expressly understood and agreed that this agreement may be terminated at any time by either 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, 1990, 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 4th day of January, 1990.

CITY OF STAFFORD

By: 
MAYOR

ATTEST:


CITY SECRETARY

SIGNED this 15 day of JANUARY, 19 90.

COUNTY OF FORT BEND

By:

Jodie E. Stavino

JODIE E. STAVINOHA, County Judge

ATTEST:

Dianne Wilson

DIANNE WILSON, County Clerk

Exhibit "A"

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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XXXX a. Maintenance, repair and construction of streets, roads, and drainage;
- XXXX b. The enforcement of health regulations;
- XXXX c. The enforcement of animal control;
- XXXX d. Housing of city prisoners in jail.
2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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 21 day of December, 1989.

CITY OF MEADOWS

By: *E. M. [unclear]*
MAYOR

ATTEST:

Chloine [unclear]
CITY SECRETARY

SIGNED this 15 day of JANUARY, 1990.

COUNTY OF FORT BEND

By: *Jodie E. Stavinoha*
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF MEADOWS

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 calender year 1989 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 1989; 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 1989 are hereby renewed, extended and continued in force and effect for the calendar year 1990, to-wit:

- XXXX a. Maintenance, repair and construction of streets, roads, and drainage;
- XXXX b. The enforcement of health regulations;
- XXXX c. The enforcement of animal control;
- XXXX d. Housing of city prisoners in jail.
2. The above stated interlocal agreement(s) executed by the parties for the calendar year 1989 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, 1990, 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 21 day of December, 1989.

CITY OF MEADOWS

By: [Signature]
MAYOR

ATTEST:

[Signature]
CITY SECRETARY

SIGNED this 15 day of JANUARY, 1990.

COUNTY OF FORT BEND

By: [Signature]
JODIE E. STAVINOKA, COUNTY JUDGE

ATTEST:

[Signature]
DIANNE WILSON, COUNTY CLERK

is ordered to approve contracts with with the following service providers for residential counseling and testing for Juvenile Probation Dept. as presented by Dennis McAfee: (Recorded in minutes in full)

Hope Center for Youth
Methodist Home Boys Ranch
Youth Opportunities Unlimited
Still Creek Ranch
West Branch Center
Elyse S. Felleman, PH.D.
Family Resource Development
Fort Bend Regional
New Horizons Counseling
Houston Child Guidance
Peschel Psychosocial Service
Judith Rosen

Gulf Coast Trade Center
Ranch Haven, Inc.
Youth Alternative of San Antonio
Brazoria County Youth Homes
Houston Achievement Place
Shirley Guren, PH.D.
West Oaks/Fort Bend
David G. King, PH.D.
Diane Novy
Brown, Nelson, Petzold, & Assoc.
Abel Hipolito, M.D., P.A.
Riceland Regional Mental Health

13. CONSIDER ACCEPTING ARCHITECTURAL CONTRACT FOR EAST-END ANNEX:

Postponed

14. AUTHORIZE DISTRICT ATTORNEY, CIVIL DIV., TO TAKE NECESSARY ACTION REGARDING WEST PARK LAKE, SEC. 1 & KARAUGH, SEC. 1 & 2, PCT. 3:

Postponed

15. ACCEPT PETITIONS AND SET PUBLIC HEARING ON THE EXTENSION OF HILLTOP & WICKS ROADS, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, with Commissioner Lutts absent for vote, it is ordered to set public hearing for February 5, 1990 at 10:30 a.m. on the extension of Hilltop & Wicks Roads, Pct. 2.

16. CONSIDER OBTAINING SERVICES OF STEPHENS/TINGLEY & ASSOCIATES, INC. AND APPROVE CONSULTING CONTRACT FOR PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, with Commissioner Lutts absent for vote, it is ordered to authorize retaining the legal services of Stephens/Tingley & Associations, Inc. for Pct. #2, at a cost not to exceed \$1,000.00 per month. Funds to come from Commissioner Precinct #2 R&B budget. (Recorded in minutes in full)

17. CONSIDER RENEWING LEASE AGREEMENT FOR LAND IN FULSHEAR USED FOR STORAGE OF ROAD MATERIALS, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize renewing lease agreement for land in Fulshear at \$1,800 per year for storage of road materials, Pct. 4. (Recorded in minutes in full)

18. TRANSFER FUNDS INTO EMPLOYEE BENEFIT FUND & WORKERS COMP. FUND:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, with Commissioner Lutts absent for vote, it is ordered to transfer \$3,148,916.00 into Employee Benefit Fund and \$724,744.00 into Workers Comp. Fund as presented by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

19. ACCEPT AND REBUDGET CHECK IN THE AMOUNT OF \$23,925.19 FROM FAIRGROUNDS INTO PCT. 1 ROAD & BRIDGE, ROAD MATERIALS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put

FORT BEND COUNTY JUVENILE PROBATION
RESIDENTIAL SERVICE PROVIDERS

1. Hope Center for Youth
Wilderness Camp/Monthly Home Furlows - \$40.00 per day.
2. Gulf Coast Trade Center
Extremely beneficial vocational training, ROPES Program,
Drug Abuse Programming through TCADA - \$40.00 per day.
3. Methodist Home Boys Ranch
Boys Ranch, Methodist Home - Waco
Juvenile Probation will pay only \$15.00 per day/The actual
cost is \$127.00 per day.
4. Ranch Haven, Inc.
Fully licensed residential treatment - \$50.00 per day.
Fort Bend County is the only county at this rate/All
other counties are charged more.
5. Youth Opportunities Unlimited
Emergency Shelter - our cost is \$44.00 per day.
6. Youth Alternative of San Antonio (NEW)
Group home, emergency shelter - \$45.00 per day.
Residential Treatment - \$75.00 per day.
7. Still Creek Ranch, Bryan, Texas (NEW)
Licensed basic care center, has components to
provide theraputic services - \$25.00 per day.
8. Brazoria County Youth Homes (NEW)
8 boys/4 girls capacity, cottage style homes, public school
attendance, Galveston/Brazoria contracts, also - \$58.00 per day.
9. West Branch Center (NEW)
Fully licensed residential treatment center. Juvenile Probation
will pay only \$78.00 per day. Two (2) sexual offenders can
be placed here. Usual cost is \$350.00 per day.
10. Houston Achievement Place (NEW)
Licensed residential treatment center, teaching parent model,
home environment, public schools.
Level IV - \$70.00 per day / Level V - \$84.00 per day.

FORT BEND COUNTY JUVENILE PROBATION SERVICEPROVIDERS

1. Elyse S. Felleman, Ph.D. 779-1767
5203 Grape Street
Houston, Texas 77096

Psychological testing - \$175.00 per report
2. Shirley Gruen, Ph.D. 491-5250
4915 South Main, Suite 109
Stafford, Texas 77477

Psychological Testing - \$175.00 per report
Individual/Family Counseling - \$50.00 per hour
Group Counseling - \$25.00 per 1½ hours, per person
3. Family Resource Development 242-1711
1250 Shoreline Drive, Suite 266
Sugar Land, Texas 77478

Individual/Family Counseling - \$50.00 per hour
Group Counseling - \$20.00 per 1½ hours, per person
4. West Oaks/Fort Bend 980-5300
4655 Sweetwater Blvd. #200
Sugar Land, Texas 77479

Individual/Family Counseling - \$50.00 per hour
Group Counseling - \$25.00 per 1½ hours, per person
Parent Education - \$5.00 per hour, per person
5. Fort Bend Regional 342-8828
4203 Avenue H #16
Rosenberg, Texas 77471

Individual/Family Counseling - \$40.00 per hour
Group Counseling - \$20.00 per 1½ hours, per person
Parent Education - \$8.00 per hour, per person
6. David G. King, Ph.D. 240-9035
12603 South West Freeway, Suite 555
Stafford, Texas 77477

Individual/Family Counseling - \$50.00 per hour
Group Counseling - \$20.00 per 1½ hours, per person
Parent Education - \$10.00 per hour, per person
7. New Horizons Counseling Services
301 South Ninth Street #112
Richmond, Texas 77469 342-2618

Psychological Testing - \$175.00 per report
Individual/Family Counseling - \$45.00 per hour
Parent Education - \$10.00 per hour, per person
Group Counseling - \$20.00 per 1½ hours, per person
8. Diane Novy
606 Sugar Creek Blvd.
Sugar Land, Texas 77478 491-1000(Evenings)

Individual/Family Counseling - \$45.00 per hour
Group Counseling - \$20.00 per 1½ hours
9. Houston Child Guidance
10435 Greenbough, Suite 200 499-5681
Stafford, Texas 77477

Individual/Family Counseling - \$55.00 per hour
Psychiatric Assessment - \$80.00 per report
Individual Medical Psychotherapy - \$70.00 per hour

10. Brown, Nelson, Petzold, and Associates
3000 Westayan, Suite 340 871-8952
Houston, Texas 77027

Psychological Testing - \$175.00 per report
Individual/Family Testing - \$50.00 per hour
Group Counseling - \$20.00 per 1½ hours

11. Peschel Psychosocial Services
Richmond Professional Building 342-4012
1601 Main, Suite 401
Richmond, Texas 77469

Psychiatric Assessment - \$80.00 per report
Individual Medical Psychotherapy - \$70.00 per hour
Group Psychotherapy - \$30.00 per 1½ hours, per person
Psychological Testing - \$175.00 per report
Individual/Family Counseling - \$55.00 per hour
Group Counseling - \$20.00 per 1½ hours, per person
Parent Education - \$10.00 per hour, per person

12. Abel Hipolito, M.D., P.A.
7474 S. Kirkwood, Suite 205 879-8945
Houston, Texas 77072

Psychiatric Assessment - \$80.00 per report
Individual Medical Psychotherapy - \$70.00 per hour
Group Psychotherapy - \$30.00 per 1½ hours, per person

13. Judith Rosen, M.S.S., C.S.W./ A.C.P.
2507 Williams Trace Blvd., Suite 104 796-3396
Sugar Land, Texas 77479

Individual/Family Counseling - \$50.00 per hour
Group Counseling - \$25.00 per 1½ hours, per person
Parent Group Counseling - \$20.00 per 1½ hours, per person

14. Riceland Regional Mental Health Authority
1601 Main, Suite 806
Richmond, Texas 77469 341-9385

Psychiatric Assessment - \$80.00 per report
Individual/Family Counseling - \$50.00 per hour
Group Counseling - \$20.00 per 1½ hours
Parent Education - \$10.00 per hour, per person

STATE OF TEXAS

COUNTY OF Fort BendCONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. SF-90-C05-3083, Fort Bend County Juvenile Probation and Hope Center for Youth, hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

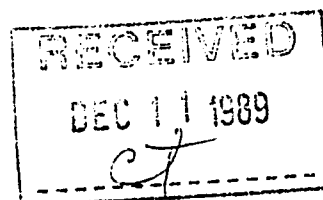
I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided (circle one):

Primary, specialized, intermediate, emergency shelter, therapeutic, intensive, or in-patient psychiatric. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

- A. For and in consideration of the above-mentioned services, the Fort Bend Juvenile Prob. agrees to pay the Service Agency an amount not to exceed \$40.00 per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is \$_____ per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juvenile Probation will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its



program providing they do not exceed ten (10) days at any one time.

- C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juvenile Prob. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days' payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.
- F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.
- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.
- B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where

possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

- D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.
- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.
- I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.
- J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation

40 1919

of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend Juvenile Probation and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

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No officer, member or employee of Fort Bend Juvenile Probation, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Probation may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- (2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

- A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice

Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend County.

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 1990.

BY: Dennis A. McAfee BY: David C. Winstup
Project Director Administrator/Director
Dennis A. McAfee

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: 307 South Fort Street
Richmond, Texas 77469

ADDRESS: 4115 Yearum Blvd.
Houston, Texas 77006

DATE: 12/11/89

DATE: 12/6/89

COUNTY OF FORT BEND

by: Jodie E. Stavinocha
Jodie E. Stavinocha
County Judge
DATE: 2/14/90

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE BOARD

by: TRC
Thomas R. Culver, III
Chairman
DATE: 2-21-90

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

Robert Grayless
Robert Grayless
County Auditor

STATE OF TEXAS

COUNTY OF Fort BendCONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. SF-90-C05-3083, Fort Bend County Juvenile Probation and Gulf Coast Trade Center, hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided (circle one):

Primary, specialized, intermediate, emergency shelter, therapeutic, intensive, or-in patient psychiatric. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

- A. For and in consideration of the above-mentioned services, the Fort Bend Juvenile Prob. agrees to pay the Service Agency an amount not to exceed \$ 40.00 per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is \$ 75.49 per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juvenile Probation will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its

program providing they do not exceed ten (10) days at any one time.

- C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juvenile Prob. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days' payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.
- F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.
- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.
- B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where

possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

- D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.
- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.
- I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.
- J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation

of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend Juvenile Probation and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee of Fort Bend Juvenile Probation, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Probation may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- (2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

- A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice

Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend County.

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 1990.

BY: Dennis A. McAfee Gulf Coast Trades Center
Project Director BY: Thomas M. Baker
Administrator/Director
Dennis A. McAfee
(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: 307 South Fort Street
Richmond, Texas 77469

ADDRESS: P.O. Box 515
New Waverly, Texas 77358

DATE: 12/11/89

DATE: 12/07/89

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COUNTY OF FORT BEND

by: Jodie E. Stavinocha
Jodie E. Stavinocha
County Judge
DATE: 2-16-90

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE BOARD

by: TRC
Thomas R. Culver, III
Chairman
DATE: 2-21-90

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

Robert Grayless
Robert Grayless
County Auditor

COUNTY OF Fort BendCONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. JA-89-C03-2926, Fort Bend Co. Juvenile Probation and Methodist Home, hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided (circle one):

Primary, specialized, intermediate, emergency shelter, therapeutic, intensive, or inpatient psychiatric. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

- A. For and in consideration of the above-mentioned services, the Fort Bend Juvenile Prob. agrees to pay the Service Agency an amount not to exceed \$ 15.00 (FIFTEEN) per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is \$ 120.00 per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juvenile Prob. will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its

program providing they do not exceed ten (10) days at any one time.

- C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juvenile Prob. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days' payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.
- F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.
- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.
- B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where

possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

- D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.
- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.
- I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.
- J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation

of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend Juvenile Probation and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee of Fort Bend Juvenile Probation, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Probation may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- (2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

- A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice

Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend County.

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 19 90.

BY:

Dennis A. McAfee
Project Director
Dennis A. McAfee

BY:

[Signature]
Administrator/Director

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: 307 South Fort Street
Richmond, Texas 77469

ADDRESS: 1111 Herring Ave
Waco, Texas 76708

DATE: 12/18/89

DATE: 12/8/89

COUNTY OF FORT BEND

by: Jodie E. StavinohaJodie E. Stavinoha
County JudgeDATE: 2/14/90

ATTEST:

Dianne Wilson

Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE BOARD

by: TRCThomas R. Culver, III
ChairmanDATE: 2-21-90

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

Robert Grayless
Robert Grayless
County Auditor

CONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. SF-90-C05-3083, Fort Bend County Juvenile Probation and Ranch Haven, Inc., hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided (circle one):

Primary, specialized, intermediate, emergency shelter, therapeutic, intensive, or-in patient psychiatric. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

- A. For and in consideration of the above-mentioned services, the Fort Bend Juvenile Prob. agrees to pay the Service Agency an amount not to exceed \$ 50.00 per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is \$ 125 per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule. *This rate designates St. Bend County Juvenile Probation as a Ranch Haven Charity Recipient.*
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juvenile Probation will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its

program providing they do not exceed ten (10) days at any one time.

- C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juvenile Prob. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days' payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.
- F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.
- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.
- B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where

possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

- D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.
- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.
- I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.
- J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation

of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend Juvenile Probation and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee of Fort Bend Juvenile Probation, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Probation may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- (2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

- A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice

Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in 7th Ward County.

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 29th day of January, 1991.

BY: Dennis A. McFee BY: [Signature]
Project Director Administrator/Director

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: 307 South 7th Street ADDRESS: Rt 2 Box 200
Richmond, Texas 77469 Shelby Tinker 78668

DATE: 2/1/90

DATE: 1/25/90

COUNTY OF FORT BEND

by: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge
DATE: 2/14/90

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE BOARD

by: TRCUL
Thomas R. Culver, III
Chairman
DATE: 2-21-90

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

Robert Grayless
Robert Grayless
County Auditor

STATE OF TEXAS

COUNTY OF FORT BEND

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CONTRACT BETWEEN
YOUTH OPPORTUNITIES UNLIMITED, INC.

AND

Juvenile Probation Department, (Fort Bend County, (Agency)

The Juvenile Probation Department, hereinafter referred to as the Agency and Youth Opportunities Unlimited, Inc., hereinafter referred to as the Contractor, do hereby make and enter into this contract, which constitutes the entire agreement between the Contractor and the Department.

I.

The Agency is from time to time responsible for the care and protection of juveniles in Juvenile Court's care. Since the Agency wishes to purchase emergency shelter services and the Contractor desires to provide such services as described herein, for juveniles aged 10 through 17 years, the Agency and the Contractor make this contract for the mutual considerations set forth below:

II.

The parties hereto mutually agree:

- A. The scope and coverage of the services to be provided by the Contractor and/or subcontract agency(ies) under this contract shall include; food, twenty-four hour shelter and supervision, emergency medical care, supplemental clothing as determined to be necessary by the Contractor, recreation activities, and other program components as are determined by the Contractor.
- B. The basis for payment for services rendered under this contract will be on a per diem of \$44.00 per day of emergency shelter care.
 1. Days of care will be calculated by counting the first day the youth enters the emergency shelter and continue consequently until the youth is formally discharged from the emergency shelter. The day of discharge will not be counted as a day of care.
 2. The Agency further agrees to reimburse the Contractor for medical expenses incurred for youth under the auspices of the Agency.

3. Any other unusual expenses to be charged to the Agency must have prior approval of the Agency.
4. The Contractor agrees to issue a monthly statement to the Agency of days of care and other expenses as allowed in this contract.
5. Any payments received from the parents or managing conservators of the youth in the emergency shelter will be credited to the Agency on the statement for month in which the payment is received.

III.

The Agency agrees to abide by the program policies, procedures, and decisions of the Contractor regarding admission policies and daily programming in the emergency shelter. (See attached Addendum)

IV.

This contract may be modified and/or cancelled by mutual consent; however, if such mutual consent cannot be attained regarding cancellation, then and in that event, either party to this contract may consider it to be cancelled by the giving of thirty (30) days notice in writing to the other party and this contract shall thereupon be cancelled upon expiration of the thirty (30) day period. Nothing in this paragraph shall be construed to prohibit immediate cancellation for breach of contract.

For the faithful performance of the terms of this contract, the parties hereto in their capacities as stated, affix their signature and bind themselves.

Fort Bend County Juvenile
Probation Department (Agency)

By Dennis A. McAfee
Dennis A. McAfee
Chief Juvenile Probation Officer
DATE: 12-13-89

Youth Opportunities Unlimited, Inc.

By Dr. Jim Marquart
Dr. Jim Marquart
Associate Director
Child Welfare Services

AS PER ORIGINAL

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COUNTY OF FORT BEND

by: Jodie E. Stavinocha
Jodie E. Stavinocha
County Judge
DATE: 2/16/90

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE BOARD

by: TRC
Thomas R. Culver, III
Chairman
DATE: 2-21-90

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

Robert Grayless
Robert Grayless
County Auditor

Contract Between Youth Opportunities Unlimited, Inc.
and Juvenile Probation Department

DePelchin Children's Center will provide residential custodial care for runaway youth referred by law enforcement officials and placed for the first time status offenses, and Out-Of-State runaways.

All services normally identified with custodial care will be provided by DePelchin. All casework services including contacting family members, agency officials, and transportation arrangements will be performed by County Juvenile Probation Department staff. Treatment, in keeping with DePelchin practice, is accepted for these children. These youth are eligible to participate in group counseling or individual counseling deemed appropriate for their situation while residing in the Youth Opportunities Unlimited Emergency Shelter.

Beds will be available on a space available basis only. Youth must meet the admission criteria outlined below.

Intake

The Juvenile Probation Departments staff of Fort Bend County will identify potential residents for Y.O.U. A telephone staffing will occur with disclosure of all available information. If the child appears to be acceptable, the officer will transport the child to the Y.O.U. Shelter. If the results of the interview are positive, the child may be placed at that time. It is

anticipated that a child appearing acceptable during the telephone interview will be found to be acceptable at the time of interview, however DePelchin reserves the right to alter that telephone decision should any of the following conditions be found during the personal interview.

The below listed behaviors are considered to be inappropriate, and will not be considered or referred to DePelchin.

1. Active Homicidal
2. Suicidal (past six months)
3. Dangerously Assaultive Behavior
4. Actively Psychotic
5. Active use of Drugs/Alcohol
6. Firesetters
7. Children whose chronic runaway behavior will endanger themselves or other children in the Shelter by their inability to commit to work in the program.

Requirements

1. Medical Exam results if available
2. Immunization (unavailable, verified by telephone)
3. Birth Certificate (verified by telephone)
4. School Records (verified by telephone)
5. During the juvenile's stay at DePelchin Children's Center, an officer of the appropriate County's Dept. will communicate frequently with the youth and the Y.O.U. staff to continuously update the discharge plan.

Removal

Should a child become unmanageable or flee Y.O.U. a procedure for removal which would include the cooperation of police agencies, County Juvenile Probation staff and Y.O.U. staff will be developed. The County's Juvenile Probation Department staff will work to remove youth, (return to proper jurisdiction) as quickly as possible. In most cases, Y.O.U. will have as much notice as possible so that appropriate termination can occur. Should a child become unmanageable a very detailed procedure will be developed for removal within a two hour time frame. The County's Juvenile Probation staff will assume primary responsibility to coordinate the removal procedures. Y.O.U. staff will alert the probation officer and police department when a runaway has occurred.

Youth returning home will be given as much notice as possible, with 8 hours being the norm. Unless the probation officer has specifically asked that a youth be kept on campus as travel plans are imminent, these youth will participate in regular shelter programming which includes off-campus activities. However in all cases, maximum available notice will be given.

STATE OF TEXAS

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COUNTY OF Fort Bend

CONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. JA-89-C03-2926/SF-90-C05-3083, Fort Bend County Juvenile Probation and Youth Alternatives, hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided (circle one):

Primary, specialized, intermediate, emergency shelter, (therapeutic) intensive, or-in patient psychiatric. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

- A. For and in consideration of the above-mentioned services, the Fort Bend Juvenile Prob. agrees to pay the Service Agency an amount not to exceed \$ see below per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is \$ 79.68 per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juvenile Probation will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its

Group Home - \$45.00/day

Residential Treatment - \$75.00/day

Emergency Shelter - \$45.00/day

SC #10 '90

Revised June 1989

program providing they do not exceed ten (10) days at any one time.

- C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juvenile Prob. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days' payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.
- F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.
- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.
- B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where

possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

- D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.
- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.
- I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.
- J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation

of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend Juvenile Probation and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee of Fort Bend Juvenile Probation, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Probation may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- (2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

- A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice

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Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend County.

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 1990.

BY: Dennis A. McAfee BY: Poy/Man
Project Director Administrator/Director

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: 307 South Fort
Richmond, Texas 77469

ADDRESS: YOUTH ALTERNATIVES, INC.
3103 WEST AVENUE
SAN ANTONIO, TEXAS 78213

DATE: 2/1/90

DATE: 2/1/90

COUNTY OF FORT BEND

by: Jodie E. Stavinocha
Jodie E. Stavinocha
County Judge
DATE: 2/16/90

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE BOARD

by: TRC
Thomas R. Culver, III
Chairman
DATE: 2-21-90

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

Robert Grayless
Robert Grayless
County Auditor

STATE OF TEXAS

COUNTY OF Fort Bend

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CONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. JA-89-C03-2926/SF-90-C05-3083, Fort Bend County Juvenile Probation and Still Creek Ranch, hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided (circle one):

Primary, specialized, intermediate, emergency shelter, therapeutic, intensive, or-in patient psychiatric. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

- A. For and in consideration of the above-mentioned services, the Fort Bend Juvenile Prob. agrees to pay the Service Agency an amount not to exceed \$ 25.00 per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is \$ _____ per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juvenile Probation will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its

program providing they do not exceed ten (10) days at any one time.

- C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juvenile Prob. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days' payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.
- F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.
- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.
- B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where

possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

- D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.
- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.
- I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.
- J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation

of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend Juvenile Probation and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee of Fort Bend Juvenile Probation, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Probation may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- (2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

- A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice

Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend County.

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 1990.

BY: Dennis A. McAfee BY: Still Creek Ranch
Project Director Don O'Quinn
Dennis A. McAfee Administrator/Director

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: 307 South Fort Street
Richmond, Texas 77469

ADDRESS: Rt. 3, Box 730
Bryan, Texas 77803

DATE: 12/13/89

DATE: 12/8/89

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COUNTY OF FORT BEND

by: Jodie E. Stavinocha
Jodie E. Stavinocha
County Judge
DATE: 2/16/90

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE BOARD

by: TRC
Thomas R. Culver, III
Chairman
DATE: 2-21-90

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

Robert Grayless
Robert Grayless
County Auditor

STATE OF TEXAS

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COUNTY OF Fort Bend

CONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. JA-89-C03-2926 & SF-90-C05-3083 Fort Bend County Juvenile Probation and Brazoria County Youth Homes, hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided (circle one):

Primary, specialized, intermediate, emergency shelter, therapeutic, intensive, or-in patient psychiatric. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

- A. For and in consideration of the above-mentioned services, the Fort Bend County Juv. Prob. agrees to pay the Service Agency an amount not to exceed \$ 58.00 per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is \$ _____ per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juv. Probation will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its

program providing they do not exceed ten (10) days at any one time.

- C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juv. Probation shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days' payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.
- F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.
- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.
- B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where

possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

- D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.
- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.
- I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.
- J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation

of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend Juvenile Probation and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee of Fort Bend Juvenile Probation, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Probation may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- (2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

- A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice

Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend Brazoria County.

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 1990.

BY: Dennis A. McAfee BY: Gregory Southworth, Exec. Dir.
Project Director Administrator/Director

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: 307 South Fort Street
Richmond, Texas 77469

ADDRESS: P.O. Box 2006B-
Freeport, Texas 77541

DATE: 11/2/90

DATE: 1/10/90

40 1970

COUNTY OF FORT BEND

by:

Jodie E. Stavinoha

Jodie E. Stavinoha

County Judge

DATE:

2/10/90

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE BOARD

by:

TRC

Thomas R. Culver, III

Chairman

DATE:

2-21-90

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

Robert Grayless
Robert Grayless
County Auditor

COUNTY OF Fort BendCONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. JA-89-C03-2926/SF-90-C05-3083, Fort Bend County Juvenile Probation and West Branch Center, hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided (circle one):

Primary, specialized, intermediate, emergency shelter, therapeutic, intensive or-in patient psychiatric. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

- A. For and in consideration of the above-mentioned services, the Fort Bend Juvenile Prob. agrees to pay the Service Agency an amount not to exceed \$ 78.00 per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is \$ _____ per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juvenile Probation will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its

program providing they do not exceed ten (10) days at any one time.

- C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juvenile Prob. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days' payment.
- D. The Service Agency is under no obligation to retain space for the client in unauthorized departure situations.
- E. Payment is to be made monthly. Claim for payment will be submitted no later than ten days from the last day of the month for which payment is being requested.
- F. Each billing should contain the name of the client or clients for whom payment is being requested along with the number of days (stated consecutively) for which payment is being requested.
- G. The Service Agency is under no obligation to accept a client who is deemed inappropriate for placement in the program by Service Agency.

II. INDIVIDUAL PROGRAM PLAN AND FAMILY INVOLVEMENT

- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.
- B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where

possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

- D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
- E. The Service Agency shall provide each child's Probation Officer with a written report of the child's progress on a monthly basis.
- F. If a child in placement at the Service Agency makes an unauthorized departure, becomes seriously ill, or is involved in an incident of a serious nature, the Service Agency shall notify the child's Probation Officer and the County Placement Officer immediately and ensure that parents and proper authorities, including the Texas Department of Human Services, are notified.
- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.
- I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.
- J. Suspected or alleged cases of child abuse must be immediately reported to the County Placement Officer and the Department of Human Services.

III. EXAMINATION OF PROGRAM AND RECORDS

- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation

of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend Juvenile Probation and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee of Fort Bend Juvenile Probation, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Prob. may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- (2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

- A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice

Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend County.

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 1990.

BY: Dennis A. McAfee BY: Stephen H. Tushnet
Project Director Administrator/Director

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: 307 South Fort Street
Richmond, Texas 77469

ADDRESS: 2005 JACQUELYN
HOUSTON, TX 77055

DATE: 1 / 26 / 90

DATE: 2 / 14 / 90

40 1977

COUNTY OF FORT BEND

by: Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

DATE: 2/19/90

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE BOARD

by: TRC
Thomas R. Culver, III
Chairman

DATE: 2-21-90

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

Robert Grayless
Robert Grayless
County Auditor

COUNTY OF Fort BendCONTRACT FOR RESIDENTIAL SERVICES

In accordance with provisions of the Governor's Office, Criminal Justice Division Grant No. JA-89-C03-2926/SF-90-C05-3083, Fort Bend County Juvenile Probation and Houston Achievement Place, hereinafter called Service Agency, by this Agreement, and in consideration of the mutual promises set forth below, agree that:

I. PROVISIONS OF SERVICES

The Service Agency agrees to provide the following services, which shall be limited to alleged or adjudicated juvenile offenders in licensed child care facilities:

NOTE: Specify here the level of care to be provided (circle one):

Primary, specialized, intermediate, emergency shelter, therapeutic, intensive, or-in patient psychiatric. Levels of care and services to be provided at each level are those defined in the CJD Maximum Rate Schedule for Purchase of Services, and by the Texas Health and Human Services Coordinating Council.

- A. For and in consideration of the above-mentioned services, the Fort Bend Juvenile Prob. agrees to pay the Service Agency an amount not to exceed \$70.00* per client per day. This fee does not exceed the actual cost of child care in the Service Agency, which is \$_____ per day and does not exceed the amount allowed in the current CJD Maximum Rate Schedule.
- B. Recognizing that a part of a client's rehabilitation program may include time away from the residential setting of the Service Agency, such as weekends, holidays, etc., and that the Service Agency must retain space for this client until his return, Fort Bend Juvenile Probation will pay the Service Agency the above agreed-upon amount for such regularly scheduled days away from the Service Agency or its

*\$70.00/day Level IV

\$84.00/day Level V

SC #10 '90

Revised June 1989

15

program providing they do not exceed ten (10) days at any one time.

- C. If a client makes an unauthorized departure from the Service Agency, the Fort Bend Juvenile Prob. shall be notified immediately. If the client returns to the Service Agency within ten days or prior to the last billing day of the month, whichever shall occur first, the Service Agency shall receive payment for those days the client was absent from the Service Agency, but not to exceed ten days' payment.
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- A. Each client placed with the Service Agency shall have a written Individualized Program Plan (IPP) developed in concert with the client and mutually agreed upon by the appropriate Service Agency staff and appropriate county personnel prior to placement.
- B. The IPP shall be reviewed jointly by the appropriate Service Agency staff, the child, and the appropriate county personnel at reasonable intervals, not to exceed ninety (90) days, to assess the client's progress with modification of the IPP being made when indicated.
- C. The IPP shall contain the reasons why the placement will benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the Service Agency placement; and shall state how the parent(s), guardian(s), and where

possible, grandparents or other extended family members will be involved in the Individual Program Plan to assist in preventing or controlling the client's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

- D. Copies of the original IPP and the periodic reviews are to be maintained by the Service Agency and the County Placement Officer.
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- G. The County reserves the right to terminate the child's placement at the Service Agency at its discretion. The Service Agency must not release a child to any person or agency other than the County without the express consent of the County.
- H. The County must approve the child's participation in any furloughs, home visits, or extended agency trips.
- I. Unless otherwise stipulated by the County, the child may visit freely with parents and relatives at the home in accordance with established Service Agency policies.
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- A. The Service Agency agrees that it will permit the County to examine and evaluate its program of services provided under the terms of this Contract and to review County client records. This examination and evaluation of the program will include unscheduled site visitations, observation

of programs in operation, interviews, and the administration of questionnaires to the staff of the Service Agency and the client.

- B. The Service Agency shall provide to the County such descriptive information on contracted clients as requested on forms provided by the County.
- C. The Service Agency agrees to maintain and make available for inspection, audit, or reproduction by an authorized representative of Fort Bend Juvenile Probation and the State of Texas books, documents and other evidence pertaining to the cost and expenses of this Contract, hereinafter called the Records.
- D. The Service Agency agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

IV. FEE ASSESSMENT

- A. Clients or their families shall not be assessed fees for services by the Service Agency unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of County clients for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.
- B. If a client is eligible for fiscal support from another state agency or organization, the Service Agency shall ensure that the Fort Bend Juvenile Probation is not charged for such fiscal support for which the client is otherwise eligible.

V. EQUAL OPPORTUNITY

Services shall be provided by the Service Agency in compliance with the Civil Rights Act of 1964. The Service Agency will not discriminate against any employee, applicant for employment, or client because of race, religion, color, sex, national origin, age, or handicapped condition.

The Service Agency will take affirmative action to ensure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, national origin, age, or handicapped condition.

VI. OFFICIALS NOT TO BENEFIT

No officer, member or employee of Fort Bend Juvenile Probation, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

VII. DEFAULT

The Fort Bend Juvenile Probation may, by written notice of default to the Service Agency, terminate the whole or any part of this contract in any one of the following circumstances:

- (1) if the Service Agency fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- (2) if the Service Agency fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by [Name of CJD Grantee] in writing) after receiving notice of default.

VIII. TERMINATION

- A. This Contract may be terminated by either party by giving ten (10) days' written notice to the other party hereto of the intention to terminate.
- B. Termination of the Client's residence with or receipt of services from the Service Agency shall occur only after notifying the County Placement Officer of the causes and with sufficient lead time of at least ten (10) days to allow alternate placement or referral for service.
- C. The decision of the terminating party shall be final and conclusive unless within thirty (30) days from the date of receipt and of a written copy of the decision, the nonterminating party mails or otherwise furnishes to the terminating party a written appeal addressed to the Criminal Justice Division. The decision of the Criminal Justice

Division or its authorized representative shall be final and conclusive absent a showing of fraud, caprice, arbitrariness, or gross error implying bad faith, in some court of competent jurisdiction.

IX. LAW AND VENUE

In any legal action arising under this contract, the laws of Texas shall apply and venue shall be in Fort Bend County.

X. CONTRACT PERIOD

The Contract period will begin on the date of execution of this instrument and will terminate on the 31st. day of December, 19 90.

BY: Dennis A. McAfee BY: PL Aff Exec in HN
Project Director Administrator/Director
Dennis A. McAfee

(MUST BE AUTHORIZED TO SIGN FOR GRANTEE)

TITLE: Chief Juvenile Probation Officer

ADDRESS: 307 South Fort Street
Richmond, Texas 77469

ADDRESS: 245 West 17th Street
Houston, Texas 77008

DATE: 21 / 190

DATE: 21 / 190

COUNTY OF FORT BEND

by: Jodie E. Stavinocha
Jodie E. Stavinocha
County Judge
DATE: 2/16/90

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

FORT BEND COUNTY JUVENILE BOARD

by: TRC
Thomas R. Culver, III
Chairman
DATE: 2-21-90

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

Robert Grayless
Robert Grayless
County Auditor

AGREEMENT FOR THE PROVISIONS OF
PSYCHOLOGICAL TESTING-JUVENILE PROBATION
WITH ELYSE S. FELLEMAN, Ph.D

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 ELYSE S. FELLEMAN, PH.D, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the psychological testing services for individual juveniles; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual juveniles with psychological testing.

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 psychological testing. This program and

service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles, psychological testing through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychologist it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

Honorable Jodie E. Stavino
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Notice to the PROVIDER shall be delivered to:

Elyse S. Felleman, Ph.D
5203 Grape Street
Houston, Texas 77096

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$175.00 per test.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that psychological testing shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department of each test.

8.02 In addition to the psychological testing services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility

with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement

shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, PROVIDER shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract,

and shall entitle the COUNTY and BOARD to terminate this contract immediately upon delivery of written notice of termination to PROVIDER.

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

COUNTY OF FORT BEND

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

Date: 2/16/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRCBA
Chairman

Date: 2-21-90

Elyse S. Felleman Ph.D.
ELYSE S. FELLEMAN, Ph.D.

Date: 1/29/90

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
PSYCHOLOGICAL TESTING-JUVENILE PROBATION
WITH SHIRLEY N. GRUEN, Ph.D

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 SHIRLEY N. GRUEN, PH.D, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the psychological testing services for individual juveniles; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual juveniles with psychological testing.

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 psychological testing. This program and

service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles, psychological testing through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychologist it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

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

Notice to the PROVIDER shall be delivered to:

Shirley N. Gruen, Ph.D
4915 S. Main, Suite 109
Stafford, Texas 77477

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$175.00 per test; \$50.00 per hour for individual or family counseling; and \$25.00 per 1½ hours per person for group counseling.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis

according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that psychological testing shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department of each test. Progress reports are to be submitted timely, no later than the 15th of the following month in which counseling services were rendered.

8.02 In addition to the psychological testing services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

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

Date: 2/16/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRC
Chairman

Date: 2-21-90

Shirley Gruen, Ph.D.
SHIRLEY GRUEN, Ph.D.

Date: 1-31-99

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES-JUVENILE PROBATION
WITH FAMILY RESOURCE AND DEVELOPMENT

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 FAMILY RESOURCE AND DEVELOPMENT, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BCARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. this program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the

COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

Honorable Jodie E. Stavino
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Notice to the PROVIDER shall be delivered to:

Family Resource and Development
1250 Shoreline Drive, Suite 266
Sugar Land, Texas 77478

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$50.00 per hour for individual or family counseling sessions and \$25.00 per 1½ hours per person for group counseling sessions.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the

name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

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SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family. Progress reports are to be submitted timely, no later than the 15th of the following month in which services were rendered.

8.02 In addition to the counseling services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or

establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

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SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, 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.

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SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

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

Date: 2/16/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: WCD
Chairman

Date: 2-21-90

FAMILY RESOURCES AND DEVELOPMENT

By: Ed Green

Date: 1-31-90

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

12
40 2014

Date: 2-1-90

CONTRACT DISTRIBUTION SLIP

FACILITY - West Oaks - Fort Bend

CONTRACT NAME - Honorable Jodie E. Starnach
County Judge

Distribution:

One Original to Permanent File -

One Original to -

OR - COPY TO F/U FILE, F/U 30 DAYS - F/U 3-1-90
and

Originals to - Diane McTee

PLEASE RETURN A FULLY EXECUTED ORIGINAL TO J. MACK NUNN FOR OUR FILES

Copies To:

Dave Oyer ✓

Originator - Diane McTee

Attorney -

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES-JUVENILE PROBATION
WEST OAKS-FORT BEND

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 WEST OAKS-FORT BEND, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

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

Notice to the PROVIDER shall be delivered to:

West Oaks-Fort Bend
4655 Sweetbriar Blvd., Suite 200
Sugar Land, Texas 77479

and

West Oaks Hospital
6500 Hornwood
Houston, Texas 77074
Attention: Administrator

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$50.00 per hour for individual or family counseling sessions; \$25.00 per 1½ hours per person for group counseling; and \$5.00 per hour for parent education.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and

no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

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SECTION 7**LOCATION**

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SECTION 8**REPORTS AND CONSULTATION**

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family. Progress reports are to be submitted timely, no later than the 15th of the following month in which services were rendered.

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SECTION 9**DATA PRIVACY**

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administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

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rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

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of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle the COUNTY and BOARD to terminate this contract immediately upon delivery of written notice of termination to PROVIDER.

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

COUNTY OF FORT BEND

By: Jodie E. StavinochaJODIE E. STAVINOCHA
County JudgeDate: 2/16/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRCA

Chairman

Date: 2-21-90

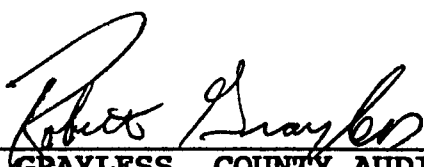
WEST OAKS-FORT BEND

By: J. Mack Dunn

J. Mack Dunn, Vice President

Date: 2-1-90

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



ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES-JUVENILE PROBATION
WITH FORT BEND REGIONAL COUNCIL

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 FORT BEND REGIONAL COUNCIL, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. this program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the

COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

Honorable Jodie E. Stavino
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Notice to the PROVIDER shall be delivered to:

Fort Bend Regional Council
4203 Avenue H, #16
Rosenberg, Texas 77471

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$40.00 per hour for individual or family counseling session; \$20.00 per 1½ hours per person for group counseling; and \$8.00 per hour per person for parent education.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the

name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family. Progress reports are to be submitted timely, no later than the 15th of the following month in which services were rendered.

8.02 In addition to the counseling services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or

establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

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

Date: 2/14/90

ATTEST:
Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRC
Chairman

Date: 2-21-90

FORT BEND REGIONAL COUNCIL

By: Ray Tripicchio

Date: 1/21/90

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES-JUVENILE PROBATION
WITH DAVID. G. KING, Ph.D

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 DAVID G. KING, Ph.D., hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. this program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the

COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

Honorable Jodie E. Stavino
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Notice to the PROVIDER shall be delivered to:

David G. King, Ph.D
12603 SW Freeway, Suite 555
Stafford, Texas 77477

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$50.00 per hour for individual or family counseling sessions; \$20.00 per 1½ hours per person for group counseling; and \$10.00 per person for parent education.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the

name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family. Progress reports are to be submitted timely, no later than the 15th of the following month in which services were rendered.

8.02 In addition to the counseling services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or

establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

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

Date: 2/16/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRC
Chairman

Date: 2-21-90

David G. King
DAVID G. KING, Ph.D.

Date: 1-23-90

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
PSYCHOLOGICAL TESTING-JUVENILE PROBATION
NEW HORIZONS COUNSELING SERVICES

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 NEW HORIZONS COUNSELING SERVICES, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the psychological testing services for individual juveniles; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual juveniles with psychological testing.

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 psychological testing. This program and

service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles, psychological testing through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychologist it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

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

Notice to the PROVIDER shall be delivered to:

New Horizons Counseling Services
301 Ninth Street, Suite 112
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 PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$175.00 per test.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that psychological testing shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department of each test. Progress reports are to be submitted timely, no later than the 15th of the following month in which counseling services were rendered.

8.02 In addition to the psychological testing services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confi-

dentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee

of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any

previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, PROVIDER shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter

adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle the COUNTY and BOARD to terminate this contract immediately upon delivery of written notice of termination to PROVIDER.

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

COUNTY OF FORT BEND

By: Jodie E. Stavinoha

JODIE E. STAVINOKA
County Judge

Date: 2/16/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRC

Chairman

Date: 2-21-90

NEW HORIZONS COUNSELING SERVICES

By: Alan McClure

Date: 1-26-90

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES-JUVENILE PROBATION
NEW HORIZONS COUNSELING SERVICES

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 NEW HORIZONS COUNSELING SERVICES, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling, bio feed-back therapy and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. this program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the

COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

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

Notice to the PROVIDER shall be delivered to:

New Horizons Counseling Services
301 Ninth Street, Suite 112
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 PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$45.00 per hour for individual or family counseling sessions, \$20.00 per 1½ hours for group sessions, and \$10.00 per hour per person for parenting education.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally,

attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family. Progress reports are to be submitted timely, no later than the 15th of the following month in which services were rendered.

8.02 In addition to the counseling services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations,

amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, PROVIDER shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or

regulations shall constitute a material breach of this contract, and shall entitle the COUNTY and BOARD to terminate this contract immediately upon delivery of written notice of termination to PROVIDER.

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

COUNTY OF FORT BEND

By: *Jobie E. Stavinoha*
 JOBIE E. STAVINOKA
 County Judge

Date: 2/16/90

ATTEST:

Dianne Wilson
 DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: *TROSA*
 Chairman

Date: 2-21-90

NEW HORIZONS COUNSELING SERVICES

By: *Ken McClure*

Date: 1-26-90

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

Robert Grayless
 ROBERT GRAYLESS, COUNTY AUDITOR

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.

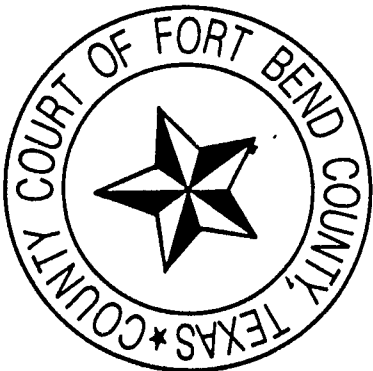
COMMISSIONERS COURT MINUTES

FILMED ON MARCH 13, 1990.

STARTING WITH
FILM CODE NO. 40 vol.40 pg. 1862

ENDING WITH
FILM CODE NO. 90 vol.40 pg.2064

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

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

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN
THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 13
DAY OF MARCH, 19 90.
STARTING WITH VOLUME NUMER 40 PAGE NUMBER 2065.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

**AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES-JUVENILE PROBATION
DIANE NOVY, M.A., L.P.C.**

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

THIS AGREEMENT made and entered into by and between the COUNTY OF FORT BEND, hereinafter referred to as "County", the FORT BEND COUNTY JUVENILE PROBATION BOARD, hereinafter referred to as "Board", and DIANE NOVY, M.A., L.P.C., hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. this program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the

COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

Honorable Jodie E. Stavino
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Notice to the PROVIDER shall be delivered to:

Diane Novy, M.A., L.P.C.
606 Sugar Creek Blvd.
Sugar Land, Texas 77478

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$45.00 per hour for individual or family counseling sessions, the sum of \$25.00 per 1½ hours per person for group therapy, and the sum of \$5.00 per person for parenting education.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the

name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

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SERVICES PROVIDED

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LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family. Progress reports are to be submitted timely, no later than the 15th of the following month in which services were rendered.

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DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or

establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, 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.

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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.

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SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

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COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

By: *Jobie E. Stavinoha*
 JOBIE E. STAVINOKA
 County Judge
 Date: 2/16/90

ATTEST:

Dianne Wilson
 DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: *TRC*
 Chairman
 Date: 2-21-90

Diane Novy, M.A.
 DIANE NOVY, M.A., L.P.C.
 Date: 2-1-90

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

Robert Grayless
 ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES-JUVENILE PROBATION
WITH HOUSTON CHILD GUIDANCE

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 HOUSTON CHILD GUIDANCE, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

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1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the

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Honorable Jodie E. Stavino
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Notice to the PROVIDER shall be delivered to:

Houston Child Guidance
10435 Green Bough, Suite 200
Stafford, Texas 77477

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

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SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$55.00 per hour for individual or family counseling sessions.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the

name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

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SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY

for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOKA
County Judge
Date: 2/16/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRAMP
Chairman
Date: 2-21-90

HOUSTON CHILD GUIDANCE

By: Chris Hershberger
Date: 2-1-90

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
PSYCHIATRIC DIAGNOSTIC INTERVIEWS-JUVENILE PROBATION
WITH HOUSTON CHILD GUIDANCE

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 HOUSTON CHILD GUIDANCE, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the psychiatric diagnostic services for individual juveniles; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual psychiatric diagnostic interviews.

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 psychiatric diagnostic interviews. This

program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles , psychiatric diagnostic interviews through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2**TERM**

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3**TERMINATION**

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

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

Notice to the PROVIDER shall be delivered to:

Houston Child Guidance
10435 Green Bough, Suite 200
Stafford, Texas 77477

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4**ELIGIBILITY FOR SERVICES**

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$80.00 per report and Individual Medical Psychotherapy at the rate of \$70.00 per hour.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be

those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time psychiatric diagnostic interviews were performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that psychiatric diagnostic interviews shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department of each diagnosis. Progress reports are to be submitted timely, no later than the 15th of the following month in which psychotherapy services were rendered.

8.02 In addition to the psychiatric diagnostic services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment

shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to

law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

By: Jodie E. StavinohaJODIE E. STAVINOKA
County JudgeDate: 7/14/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRCD
Chairman

Date: 2-21-90

HOUSTON CHILD GUIDANCE

By: Chris Hershberger

Date: 2-1-90

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES-JUVENILE PROBATION
BROWN, NELSON, PETZOLD & ASSOCIATES

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 BROWN, NELSON, PETZOLD & ASSOCIATES, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling, bio feed-back therapy and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. this program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the

COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

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

Notice to the PROVIDER shall be delivered to:

Brown, Nelson, Petzold & Associates
3000 Wesleyan, Suite 340
Houston, Texas 77027

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$50.00 per hour for individual or family counseling sessions, \$20.00 per 1½ hours per person for group sessions, and \$5.00 per hour per person for parenting education.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the

name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family. Progress reports are to be submitted timely, no later than the 15th of the following month in which counseling services were rendered.

8.02 In addition to the counseling services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties,

or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

By: Jodie E. StavinohaJODIE E. STAVINOKA
County JudgeDate: 2/10/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: T. R. O'Neil

Chairman

Date: 2-21-90

BROWN, NELSON, PETZOLD & ASSOCIATES

By: Armen Petzold, PhDDate: 1/29/90

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

LDW:MP:rg:A:BROWN.PSY:1909:011290

AGREEMENT FOR THE PROVISIONS OF
PSYCHOLOGICAL TESTING-JUVENILE PROBATION
BROWN, NELSON, PETZOLD & ASSOCIATES

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 BROWN, NELSON, PETZOLD & ASSOCIATES, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the psychological testing services for individual juveniles; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual juveniles with psychological testing.

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 psychological testing. This program and

service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles, psychological testing through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychologist it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

Honorable Jodie E. Stavino
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Notice to the PROVIDER shall be delivered to:

Brown, Nelson, Petzold & Associates
3000 Wesleyan, Suite 340
Houston, Texas 77027

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$175.00 per test.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6**SERVICES PROVIDED**

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7**LOCATION**

7.01 It is understood and agreed by the parties that psychological testing shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8**REPORTS AND CONSULTATION**

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department of each test. Progress reports are to be submitted timely, no later than the 15th of the following month in which counseling services were rendered.

8.02 In addition to the psychological testing services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9**DATA PRIVACY**

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confi-

dentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee

of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any

previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

16.01 In providing all services pursuant to this contract, PROVIDER shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision

of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this contract, and shall entitle the COUNTY and BOARD to terminate this contract immediately upon delivery of written notice of termination to PROVIDER.

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

COUNTY OF FORT BEND

By: Jodie E. StavinohaJODIE E. STAVINOKA
County JudgeDate: 2/14/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: T. R. [Signature]

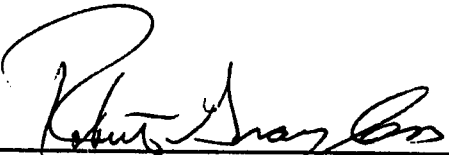
Chairman

Date: 2-21-90

BROWN, NELSON, PETZOLD & ASSOCIATES

By: Carmen Petzold, Ph.D.Date: 1/29/90

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



ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES-JUVENILE PROBATION
WITH PESCHEL PSYCHOSOCIAL SERVICES

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 "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. this program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the

COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

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

Notice to the PROVIDER shall be delivered to:

Peschel Psychosocial Services
1601 Main, Suite 401
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 PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$55.00 per hour for individual or family counseling sessions; \$20.00 per 1½ hours per person for group sessions; and \$10.00 per hour per person for parenting education.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally,

attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family. Progress reports are to be submitted timely, no later than the 15th of the following month in which services were rendered.

8.02 In addition to the counseling services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or

establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

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

Date: 2/14/90

ATTEST:

Dianne Wilson
 DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRBA
 Chairman

Date: 2-21-90

PESCHEL PSYCHOSOCIAL SERVICES

By: Marge Peschel Keftovich, Owner

Date: 1-31-90

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

Robert Grayless
 ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
PSYCHIATRIC DIAGNOSTIC INTERVIEWS-JUVENILE PROBATION
PESCHEL PSYCHOSOCIAL SERVICES

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 "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the psychiatric diagnostic services for individual juveniles; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual psychiatric diagnostic interviews.

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 psychiatric diagnostic interviews. This

program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles , psychiatric diagnostic interviews through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

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

Notice to the PROVIDER shall be delivered to:

Peschel Psychosocial Services
1601 Main, Suite 401
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 PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$80.00 per report; \$70.00 per hour for individual medical psychotherapy; and \$30.00 per 1½ hours per person for group medical psychotherapy.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be

those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time psychiatric diagnostic interviews were performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that psychiatric diagnostic interviews shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department of each diagnosis. Progress reports are to be submitted timely, no later than the 15th of the following month in which psychotherapy services were rendered.

8.02 In addition to the psychiatric diagnostic services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the

assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and

effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any

provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

By: Jodie E. Stavinoha

JODIE E. STAVINOKA
County Judge

Date: 9/16/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRCDA
ChairmanDate: 2-21-90

PESCHEL PSYCHOSOCIAL SERVICES

By: Mary Peschel-Leftwich, OwnerDate: 1-31-90

AS PER ORIGINAL

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
PSYCHOLOGICAL TESTING-JUVENILE PROBATION
PESCHEL PSYCHOSOCIAL SERVICES

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 "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the psychological testing services for individual juveniles; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual juveniles with psychological testing.

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 psychological testing. This program and

service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles, psychological testing through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychologist it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

Honorable Jodie E. Stavino
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Notice to the PROVIDER shall be delivered to:

Peschel Psychosocial Services
1601 Main, Suite 401
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 PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$175.00 per test.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that psychological testing shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department of each test. Progress reports are to be submitted timely, no later than the 15th of the following month in which counseling services were rendered.

8.02 In addition to the psychological testing services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

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

Date: 2/16/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRC
Chairman

Date: 2-21-90

PESCHEL PSYCHOSOCIAL SERVICES

By: Margi Perdel-Leftwich, OwnerDate: 1-31-90

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
PSYCHIATRIC DIAGNOSTIC INTERVIEWS AND PSYCHOTHERAPY
JUVENILE PROBATION WITH ABEL HIPOLITO, M.D., P.A.

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 ABEL HIPOLITO, M.D., P.A., hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the psychiatric diagnostic services and psychotherapy for individual juveniles; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual psychiatric diagnostic interviews and psychotherapy.

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 psychiatric diagnostic interviews and psychotherapy. This program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles, psychiatric diagnostic interviews and psychotherapy through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall

consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

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

Notice to the PROVIDER shall be delivered to:

Dr. Abel Hipolito
7474 S. Kirkwood, Suite 205
Houston, Texas 77072

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance

with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$80.00 per report; \$70.00 per hour for individual medical psychotherapy; and \$30.00 per hour per person for group medical psychotherapy.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time psychiatric diagnostic interviews and psychotherapy was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that psychiatric diagnostic interviews and psychotherapy shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department of each diagnosis. Progress reports are to be submitted timely, no later than the 15th of the following month in which psychotherapy services were rendered.

8.02 In addition to the psychiatric diagnostic services and psychotherapy provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees,

and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

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

Date: 2/16/90

ATTEST: Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRCBA
Chairman

Date: 2-21-90

Abel Hipolito
ABEL HIPOLITO, M.D., P.A.

Date: 2/25/1990

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES-JUVENILE PROBATION
WITH JUDITH ROSEN, H.S.S., C.S.W./A.C.P.

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 JUDITH ROSEN, M.S.S., C.S.W./A.C.P., hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. this program and service is being established by the COUNTY and BOAPD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the

COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

Honorable Jodie E. Stavino
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Notice to the PROVIDER shall be delivered to:

Judith Rosen, M.S.S., C.S.W./A.C.P.
2507 Williams Trace Blvd., Suite 104
Sugar Land, Texas 77479

If notice is delivered by mail, it shall be deemed received two (2) days after mailing.

SECTION 4

ELIGIBILITY FOR SERVICES

4.01 The eligibility of juveniles to receive services hereunder shall be determined by COUNTY and BOARD in accordance with the appropriate Federal and State rules, regulations and statutes.

4.02 Only persons who have been referred to PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$50.00 per hour for individual or family counseling sessions; \$25.00 per 1½ hours per person for group counseling; and \$20.00 per 1½ hours per person for parent group counseling.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the

name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family. Progress reports are to be submitted timely, no later than the 15th of the following month in which services were rendered.

8.02 In addition to the counseling services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or

establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BCARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

By: Jodie E. StavinohaJODIE E. STAVINOKA
County JudgeDate: 2/16/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRECUP

Chairman

Date: 2-21-90Judith Rosen M.S.S./C.S.W./A.C.P.
JUDITH ROSEN, M.S.S., C.S.W./A.C.P.Date: 1/24/90

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
PSYCHIATRIC DIAGNOSTIC INTERVIEWS-JUVENILE PROBATION
WITH RICELAND REGIONAL MENTAL HEALTH AUTHORITY

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 RICELAND REGIONAL MENTAL HEALTH AUTHORITY, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the psychiatric diagnostic services for individual juveniles; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual psychiatric diagnostic interviews.

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 psychiatric diagnostic interviews. This

program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles , psychiatric diagnostic interviews through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the psychiatrist it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2**TERM**

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3**TERMINATION**

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

Honorable Joale E. Stavinoha
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Notice to the PROVIDER shall be delivered to:

Riceland Regional Mental Health Authority
1601 Main, Suite B06
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 PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$80.00 per report.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be

those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time psychiatric diagnostic interviews were performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that psychiatric diagnostic interviews shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department of each diagnosis.

8.02 In addition to the psychiatric diagnostic services provided in this agreement, PROVIDER agrees to provide

consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

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

Date: 2/14/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRD
Chairman

Date: 2-21-90

40 2174

RICELAND REGIONAL MENTAL HEALTH AUTHORITY

By: Basson & Hodge

Date: 2/5/90

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

AGREEMENT FOR THE PROVISIONS OF
COUNSELING SERVICES-JUVENILE PROBATION
WITH RICELAND REGIONAL MENTAL HEALTH AUTHORITY

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 RICELAND REGIONAL MENTAL HEALTH AUTHORITY, hereinafter referred to as "Provider".

WHEREAS, the federal Juvenile Justice and Delinquency Prevention Act in Texas mandates the removal of runaways and truants from secure facilities, removal of juveniles from adult jails, and encouragement of programs of reduce serious and violent juvenile crimes; and

WHEREAS, the COUNTY and BOARD desire to meet the mandated requirements by securing the services of an independent counseling service for individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department from PROVIDER; and

WHEREAS, PROVIDER desires to assist the COUNTY and BOARD by providing individual, group and family counseling and parenting education for the Fort Bend County Juvenile Probation Department.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

SECTION 1

PURPOSE

1.01 The purpose of this agreement is to make available to eligible juveniles and their families individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department. this program and service is being established by the COUNTY and BOARD to meet the mandates of the federal Juvenile Justice and Delinquency Prevention Act which is administered by the Governor's Criminal Justice Division (CJD).

1.02 A standard condition of funding by the CJD is that availability of contracts to purchase juvenile services must be advertised annually through a competitive procurement process. For such reason it is understood and agreed that the total term of this agreement cannot be for more than one (1) year.

1.03 The COUNTY and BOARD agree to purchase and PROVIDER agrees to furnish, during the term of this agreement, to eligible juveniles and their families, individual, group and family counseling, bio feed-back therapy and parenting education through the direction of the Fort Bend County Juvenile Probation Department.

1.04 PROVIDER warrants and represents that it is thoroughly familiar with the program described herein, and that it will exercise its best efforts, through the counselors it provides, to implement the program described therein in such manner as shall be best calculated to accomplish the goals of the

COUNTY and BOARD. PROVIDER shall accept the COUNTY's interpretation of the program and its goals as determinative, and shall consult with the COUNTY and BOARD as frequently as may be necessary in order to accomplish the results intended by the COUNTY and BOARD's program.

SECTION 2

TERM

2.01 Term of this agreement is from January 1, 1990 through December 31, 1990, the date of signatures by the parties notwithstanding, unless earlier terminated as provided herein.

SECTION 3

TERMINATION

3.01 This agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. Notice to the COUNTY and BOARD shall be delivered to:

Honorable Jodie E. Stavino
County Judge, Fort Bend County
P.O. Box 368
Richmond, Texas 77469

Notice to the PROVIDER shall be delivered to:

Riceland Regional Mental Health Authority
1601 Main, Suite B06
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 PROVIDER on a form approved by the parties are eligible for the services provided in this agreement.

4.03 For the purposes of this agreement any juvenile that comes under the direct supervision of the Juvenile Probation Department is potentially eligible for the services provided in this agreement.

SECTION 5

BILLING AND PAYMENT

5.01 As compensation for all services provided hereunder for the period January 1, 1990 through December 31, 1990, COUNTY shall pay PROVIDER the sum of \$50.00 per hour for individual or family counseling sessions; \$20.00 per 1½ hours per person for group counseling; and \$10.00 per hour per person for parent education.

5.02 PROVIDER shall submit its bill to Fort Bend County Juvenile Probation Department for services rendered pursuant to this agreement on or after the first (1st) day of the month and no later than the tenth (10th) day of the month immediately following the month the services were performed. Additionally, attached to each billing shall be a separate document listing the

name of the client(s) for whom the payment is requested, a brief description of the services provided, and the rate at which services have been billed.

5.03 Except as specified above, and unless otherwise mutually agreed by the parties, the procedures and methods for billing and payment, and the financial, statistical, and other records to be kept by the parties to this agreement, shall be those originally and reasonably employed by state agencies and political subdivisions in the usual course of business and/or those required by law.

5.04 In the event of early termination as provided for by subparagraph 3.02 herein, COUNTY shall compensate PROVIDER for all services actually provided hereunder on an hourly basis according to the actual hourly amount of time counseling was performed during the contract term.

SECTION 6

SERVICES PROVIDED

6.01 It is understood by the parties that a "No show" shall not be considered and constituted an appointment and applied against any hourly billing.

SECTION 7

LOCATION

7.01 It is understood and agreed by the parties that counseling shall be at the time and location as prescribed and directed by PROVIDER, which must be approved by the Fort Bend County Juvenile Probation Department.

SECTION 8

REPORTS AND CONSULTATION

8.01 PROVIDER shall prepare and deliver a typed report to the Fort Bend County Juvenile Probation Department at least once each month during the term of this agreement, setting forth such information that the Chief Juvenile Probation Officer may request, setting forth in addition thereto the services rendered and the progress of each referred individual and/or family. Progress reports are to be submitted timely, no later than the 15th of the following month in which services were rendered.

8.02 In addition to the counseling services provided in this agreement, PROVIDER agrees to provide consultation for the Fort Bend County Juvenile Probation Department on a case by case basis as may be requested by the Chief Juvenile Probation Officer.

SECTION 9

DATA PRIVACY

9.01 The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or PROVIDER's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, his attorney, or his responsible parent or guardian.

9.02 PROVIDER, in providing all services hereunder, agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

SECTION 10

ASSIGNMENTS

10.01 PROVIDER shall not assign this agreement without prior written approval of the COUNTY and BOARD, subject to such conditions and provisions as the COUNTY and BOARD may deem necessary. No such approval by the COUNTY and BOARD of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the COUNTY in addition to the total agreed upon price. Approval by the COUNTY of the assignment should not be deemed a waiver of any right accrued or accruing against PROVIDER. No assignee of PROVIDER shall assign any agreement without prior written approval of the COUNTY.

SECTION 11

INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

11.01 It is agreed by the parties that all times and for all purposes hereunder, PROVIDER is an independent contractor and not an employee of the COUNTY. No statement contained in this agreement shall be construed so as to find PROVIDER an employee of the COUNTY, and PROVIDER shall be entitled to none of the rights, privileges, or benefits of COUNTY employees except as otherwise may be stated herein.

11.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or

establishing a relationship of co-partners between the parties, or as constituting PROVIDER (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this agreement.

SECTION 12

SEVERABILITY

12.01 The provisions of this agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

SECTION 13

ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

13.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14

SERVICES NOT PROVIDED FOR

14.01 No claim for services furnished by PROVIDER not specifically provided in the agreement will be allowed by the COUNTY nor shall PROVIDER do any work or furnish any material not covered by the agreement, unless this is approved in writing by the COUNTY and BOARD. Such approval shall be considered to be a modification of the agreement.

SECTION 15

WAIVER OF BREACH OR DEFAULT

15.01 Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the COUNTY and BOARD.

SECTION 16

COMPLIANCE WITH LAWS AND REGULATIONS

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

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

COUNTY OF FORT BEND

By: Jodie E. StavinohaJODIE E. STAVINOKA
County JudgeDate: 2/16/90

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

FORT BEND COUNTY JUVENILE PROBATION BOARD

By: TRELL

Chairman

Date: 2-21-90

RICELAND REGIONAL MENTAL HEALTH AUTHORITY

By: Burton S. HodgesDate: 2/5/90

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

Robert Grayless
ROBERT GRAYLESS, COUNTY AUDITOR

PUBLIC HEARING NOTICE

FOR: EXTENSION OF HILLTOP & WICKS ROADS, PCT. 2

DATE: ~~JANUARY 31, 1990~~ February 5

TIME: 10:30

NEWSPAPER(S) HERALD COASTER

INVOICE: County

STEPHENS/TINGLEY & ASSOCIATES, INC.

3331 CARTWRIGHT, SUITE 100
MISSOURI CITY, TEXAS 77459
713/261-1060

January 8, 1990

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

Re: Precinct Consultant

Dear Commissioner Denham:

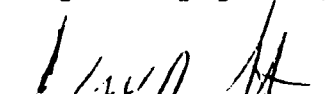
Please accept this letter as an agreement between Ben G. Denham, Commissioner Precinct 2, Fort Bend County and Carl J. Stephens, Individually, (Stephens) whereby Stephens, as a consultant, will attend all regularly scheduled Commissioners Court meetings and will spend a minimum of one day a month with Commissioner Denham working on any project that he would deem appropriate under this agreement. In addition to the above described task, Stephens attends various and sundry other governmental related meetings and Stephens would relay any information that would be of importance to Precinct 2 and/or Fort Bend County.

Stephens agrees to perform such consulting task, as detailed above, for a consulting fee of one thousand dollars (\$1,000) per month, payable at the end of each month.

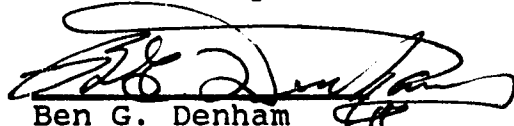
This agreement is subject to cancellation upon thirty (30) days written notice by either party.

If this letter confirms your understanding of our agreement please acknowledge such in the space provided below.

Very truly yours,



Carl J. Stephens
Individually



Ben G. Denham
Commissioner Precinct 2
Fort Bend County

cc: Larry Waggenbach, D.A.'s Civil Division.

9002775

④ 2187

LEASE AGREEMENT

2182 2352

STATE OF TEXAS

AS PER ORIGINAL

COUNTY OF FORT BEND

This agreement is made between STEPHEN A. DOGGETT and MARY DALE DOZIER as lessors, and FORT BEND COUNTY as lessee.

1. Lessors lease to Fort Bend County the real property shown on the attached Exhibit "A".
2. The lease is for a period of 12 months from January 1, 1990 to December 31, 1990.
3. The rental is \$1,800.00 payable in one lump sum in advance.
4. Either party may terminate this lease upon 30 days written notice to the other. In the event of termination any unearned rentals shall be prorated and refunded to Fort Bend County.
5. Lessee shall take good care of the leased premises and will return the property to lessor in as good a condition as at the beginning of the lease, reasonable wear and tear excepted.
6. In the event any improvements are made to the property by lessee, the improvements shall become the property of lessors and shall not be removed from the premises during the term of the lease or upon termination of the lease. No improvements shall be made to the premises without the permission of lessor. Permission may be written or oral.
7. Lessee may not assign or sublet the premises.
8. Lessors are given the right to enter the premises to inspect same.
9. Lessors are under no duty to maintain or rebuild any improvements to the property, and should any such improvements or be destroyed; there will be no abatement or reduction of the rent.
10. Lessors are not liable for any loss or damages to any property of lessee on the premises.

SAD122989

1

SAD-LA

Ret to Elida

11. Lessee accepts the premises in their present condition. Lessee shall keep the premises in a clean and respectable condition and will comply with all city, county, or state regulations or requirements.

AS PER ORIGINAL

40 2188

12. Lessors shall not be liable to lessee or its agents or employees or to any other person for any injury, loss or damage to any person or property in or upon the property and lessees shall be liable for any liability which may be incurred to anyone on said premises. Lessee further agrees to indemnify lessors against any liability to lessee as to any third persons on said property, including reasonable attorney's fees incurred by lessors in defending lessors against such liability and/or in enforcing this indemnity agreement. Lessee shall maintain liability insurance to insure against damages occurring on the premises.

SIGNED on the dates shown by our signatures below.

SAH
STEPHEN A. DOGGETT, LESSOR

Dec 31, 1989
DATE

Mary Dale Dozier
MARY DALE DOZIER, LESSOR

1-9-90
DATE

SBH
FORT BEND COUNTY
FORT BEND COUNTY
COMMISSIONER,
PRECINCT *4*

1-9-90
DATE

EXHIBIT "A"

All that certain tract of land, containing 2 acres lying between the town of Fulshear and a 50 acre tract owned by Ben Branch and out of the Northwest part of a 976 acre tract of land bequeathed to Mrs. E. S. Wilson by Churchill Fulshear, Jr., deceased, as will be seen of record in Book Y, Page 234 to 340 of the records of Deeds of Fort Bend County, Texas, and being more particularly described by metes and bounds as follows:

BEGIN at a stake set in the East line of a 50 acre tract deeded by said Churchill Fulshear to Whitaker Bains and now owned by Ben Branch, said stake is 490' North $4\frac{1}{2}^{\circ}$ East from an iron set at the head of a gully as described in said 50 acre tract and as described in the above referred to bequest to Mrs. E.S. Wilson as of record:
THENCE from said stake North $4\frac{1}{2}^{\circ}$ East (with magnetic variation $7\frac{1}{2}^{\circ}$) following said East line 159' to an iron stake set at the Southwest corner of a $2\frac{1}{2}$ acre tract deeded by Mrs. E.S. Wilson to Wm. Branch;
THENCE North $84\frac{1}{2}^{\circ}$ East with his South line 546' to an iron stake set at his Southwest corner and in the West line of Block No. 25, this iron stake is 30' South $84\frac{1}{2}^{\circ}$ West and 175 $\frac{1}{4}$ ' South $5\frac{1}{2}$ East from the Northwest corner of said town;
THENCE South $5\frac{1}{2}^{\circ}$ East parallel to West line of said town and following said West line of Public Road 158 $\frac{1}{2}$ ' to a stake;
THENCE South $84\frac{1}{2}^{\circ}$ West 552 $\frac{1}{2}$ ' to the PLACE OF BEGINNING and containing two (2) acres.

FILED

'90 JAN 16 P2:56

Dianne Hilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

2182 2355
40 2189
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 Official Records of Fort Bend
County, Texas as stamped by me.

JAN 18 1990



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



FORT BEND COUNTY TREASURER

18
40 2190

KATHY HYNSON

WORKER'S COMPENSATION TRANSFER

R & B #1	80,727.00
R & B #2	88,098.00
R & B #3	46,587.00
R & B #4	74,505.00
General Fund	341,450.00
County Law Library	104.00
Drainage	<u>93,273.00</u>
Total	724,744.00

309 SOUTH 4TH, P.O. BOX 1202, RICHMOND, TEXAS 77469, (713) 341-3750

FORT BEND COUNTY TREASURER

40 2191

KATHY HYNSON

EMPLOYEE BENEFIT TRANSFER

R & B #1	120,000.00
R & B #2	138,000.00
R & B #3	95,166.00
R&B #4	135,000.00
General Fund	2,052,750.00
County Law Library	3,000.00
Drainage	<u>240,000.00</u>
Sub Total	2,783,916.00
Transfer Insurance	
Escrow to Fund for Year	<u>365,000.00</u>
Total	3,148,916.00

and unanimously carried, with Commissioner Lutts absent for vote, it is ordered to accept check in the amount of \$23,925.19 from Fairgrounds and deposit into Precinct #1 year-ending balance.

20. 10:30 A.M.-HOLD PUBLIC HEARING TO CONSIDER ACCEPTING ROADS IN ONE OAK CHASE SUB., PCT. 2, AND CONSIDER TAKING ACTION:

Public comments in favor of road improvement in One Oak Chase.
The following are in favor of road improvement.

Gail Pennington	Frank Goggan	Cindy McKerna
Linda Rivas	Louise Hollow	Frank Chamblis
Enrico Computo	Jeff Trowbridge	Jeff Rice
Edward Crotte	Leon Miller	Sandra Wilhelm
Ariel Alsup	Bill Mark	Mary Broussard
Harriett Cominsky	Kathy Williams	Rev. Cliff Schadler

No public comments against road improvement.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept the following streets in One Oak Chase Subdivison, into the county road maintenance system.

Gussiema Lane	1469.08 feet
McAdams Lane	1014.96 feet
Barney Lane	1020.55 feet
Cheryl Lane	966.57 feet
Jake Lane	978.54 feet
One Oak Chase Road	4570.50 feet
Kathy Lane	1487.20 feet
Total	11507.40 feet

21. CONSIDER APPLICATIONS FROM PRIME CABLE OF FORT BEND COUNTY TO INSTALL CABLE UNDER COLONY CROSSING DR., SPRING TRAIL DR., SUMMER HILL DR., OAKHURST PARKWAY, BAYOU CROSSING DR., MEADOW SPRING DR., ELKINS RD., ALCORN HILL DR., ALCORN BAYOU DR., MEADOW EDGE DR., AND ALONG ELKINS DR., OAKLAND DR., MEADOW SPRING DR., & OAKHURST PARKWAY, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Prime Cable of Fort Bend County to install cable under all of the above streets. (Recorded in minutes in full)

22. CONSIDER APPLICATION FROM SOUTHWESTERN BELL TO INSTALL CABLE ALONG BRYAN RD., PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Southwestern Bell to install cable along Bryan Rd., Pct. 1. (Recorded in minutes in full)

23. CONSIDER APPLICATION FROM EXXON CORP. TO INSTALL PIPELINE UNDER STEEP BANK CREEK, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Exxon Corp. to install pipeline under Steep Creek, Pct. 4. (Recorded in minutes in full)

24. ADVERTISE FOR BIDS/RFP'S FOR THE FOLLOWING: (1) NEW TRAILER MOUNTED RUBBERIZED ASPHALT TAR KETTLE FOR POTHOLE PATCHING; (2) PUBLIC EMPLOYEES BLANKET BOND INSURANCE:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids/RFP'S for

40 2193²⁰

AS PER ORIGINAL

January 12, 1990

One Oak Chase Subdivision Roads

Gus Lane	1469.08 Feet	.278 Miles
McAdam Lane	1014.96 "	.192 "
Barney Lane	1020.55 "	.193 "
Cheryl Lane	966.57 "	.183 "
Lake Lane	978.54 "	.185 "
One Oak Chase Road	4570.50 "	.866 "
Kathy Lane	1487.20 "	.282 "
<hr/>		
	11507.40 Feet	2.179 Miles

The information above came from the Engineering Dept.

Gene Freu

PUBLIC HEARING 1-15-90 @ 10:30 AM
 RE: ONE OAK CHASE ROADS. 40 2194

PHONE	NAME	MAILING ADDRESS & STREET
431-9328	Lisa Moore	1003 Fenn Rd, Arcola, TX 77583
431-0508	Cindie McKenna	919 Fenn Rd Rosharon, TX 77583
431-2347	CHARLES STANNEY	1130 FENN RD. ARCOLA TX 77583
431-1811	Bibb JORDAN	6015 Barney Lane Arcola 77583
431-9328	CRAIG MOORE	1003 FENN RD ARCOLA TX 77583
431-0692	EVAN White	6010 Cheryl Rosharon, TX 77583
431-2282	Adell Duh	6011 Cheryl Rosharon TX 77583
431-1860	DOROTHY SHIRKEY	6018 CHERYL LN. ROSHARON, TX 77583
431-1092	Linda Ruas	6027 Cheryl Ln " "
431-0938	Cindy Bullard	1114 One Oak Chase Rosharon, TX
431-0036	Arnold Bullard	1118 One Oak Chase " "
431-0143	David Bullard	1110 " " " "
431-0928	Frank & Janette Chambers	6015 Cheryl Ln " "
431-0870	Alis & Ed Crotte	715 One Oak Chase " "
431-0052	Mr & Mrs Gerald W. Lam	1115 one oak chase " "
431-0612	Susan A. Terry	1119 ONE OAK CHASE " "
431-0612	Nancy Bogard	1119 one oak chase " "
431-0612	Mrs & Mrs Paul Alamp	1119 One oak Chase & " "
431-1461	Margie Kuykendall	6022 Barney Ln " "
431-1461	Oscar E Kuykendall	6022 Barney Ln " "
431-1057	Mr. Mrs Dorey Cook	1011 one oak chase
431-0063	Kris Calhoun	811 Lawson Rd
431-0750	William C Glover	6114 Kathy Lane (one oak chase subdiv.)
431-1956	Mr & Mrs JEFFREY TROWBRIDGE	6017 McADAMS LANE
431-2294	REV CLIFF SCHADLER	5307 LAODONIA ST. ARCOLA, TX 77583
431-1838	Tina & Glenn Hermis	819 One Oak Chase Rosh 77583
431-0457	Harrit Kaminski	815 One Oak Chase Rosh. 77583

AS PER ORIGINAL

431-0637 Jeff Rice 6007 KATHY LANE
 431 0457 BILL MARK 711 ONE OAK CHASE
 5953(24) FRANK GAGAN 1103 ONE OAK CHASE
 431-0698 JOHN L SCHULTZ 6111 KATHY.
 431-1126 Dehrell McMillin 914 one oak chase
 431-0105 Sandra Riker
 " Linda Riker
 " Ken Riker
 431-0153 Sandra Wilhelm 1019 one Oak Chase
 431 1491 Doreen Larkalla 1015 One Oak Chase
 431-2309 John J Stone 6007 GUSSIE MAE LN
 431-1039 Bill Martens 909 10th CHASE
 431-0019 Gayle D. Pennington 1011 Fenn Road
 431-0019 Enrico P. Caputo 1011 Fenn Road
 431 2771 Mary Broussard GUSSIE MAE LN
 431-0615 Green W. Miller 1015 Fenn Rd

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of January, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Ft. Bend County dated 1/3/90, permit no. 81113 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Lutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachburg
COUNTY ENGINEER

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

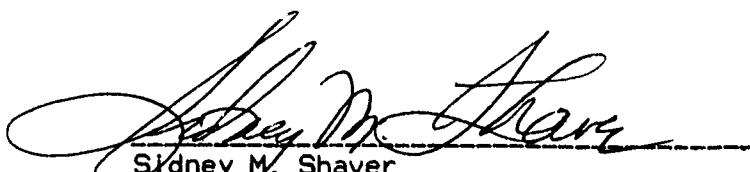
CLERK OF COMMISSIONERS COURT

BY Elida Koster
Deputy

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

Appl. # 81113

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.


 Sidney M. Shaver
 Permitting Administrator

1-9-90
 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
- \$150,000 Perpetual bond currently posted
- or-
- _____ Performance bond submitted in the amount of _____

8/3/87

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

40 2199

TO COUNTY OF FORT BEND

PRECINCT NO. 4

PERMIT NO. 8113

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)

Oaks of Alcorn #1
Road or : Distance & Direction From : Length of : Type of Construction
Ditch Name : Nearest Intersection : Crossing : Bored:Jacked:Driven:Cased
Alcorn Bayou 120' South of Bountiful
Drive : Crest Lane : 80' : X : : :
Alcorn Bayou 120' South of Misty Morn
Drive : Lane : 80' : X : : :
Alcorn Bayou 120' South of Fawn Nest
Drive : Drive TRAIL : 80' : X : : :

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

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

General Description

All construction will be done according to all county specifications.
Cable crossings will be a minimum of 24" below normal driving surface and encased in 2" sch 40 PVC. Parallel crossings will be a minimum of 24" below bottom of curb line.

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

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER

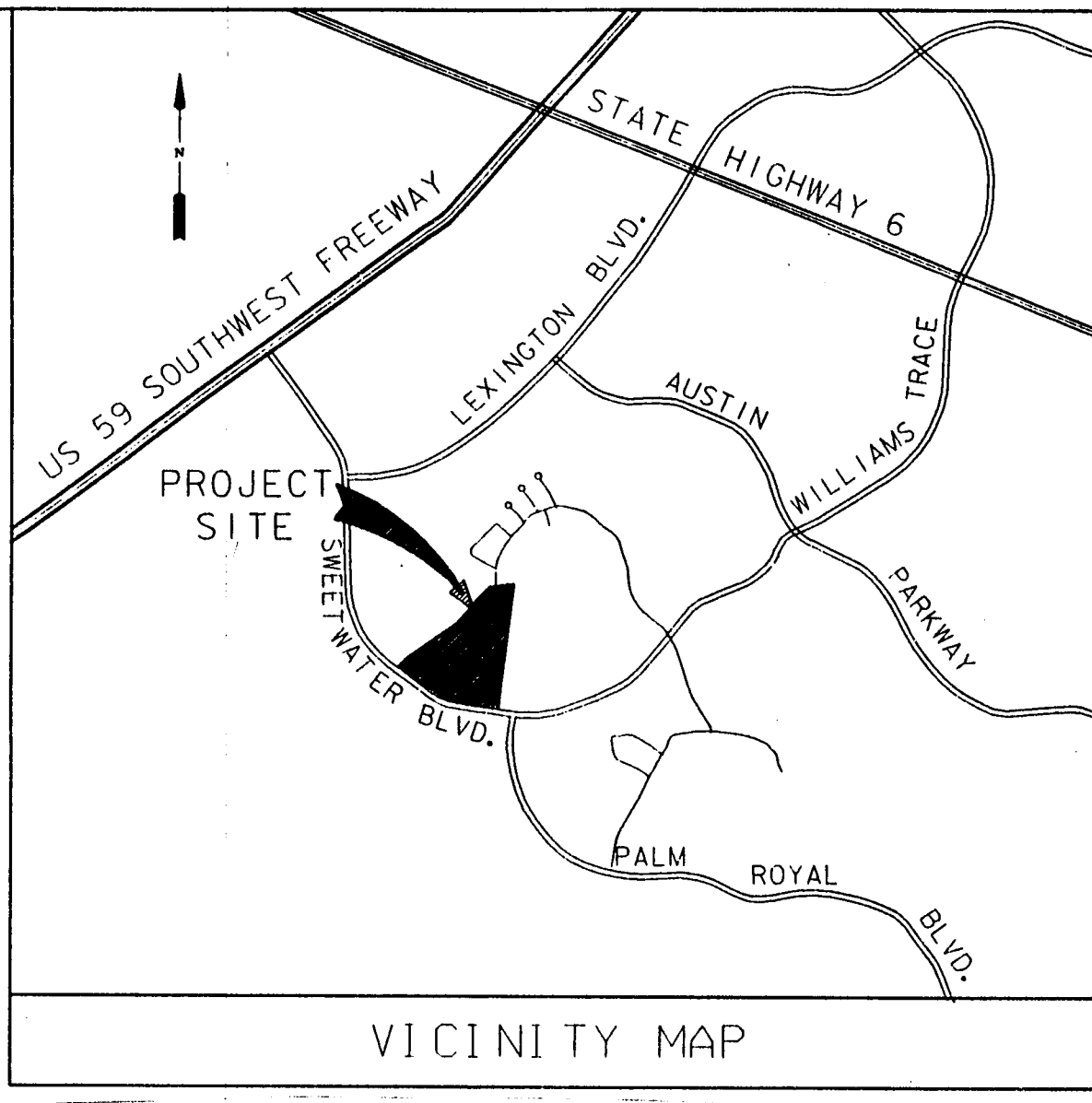
(accessible 24 hrs/day, 7 days/week:

Bill McCrary
(Signature)

NAME & TITLE Bill McCrary-Project Supervisor
(Please Print)

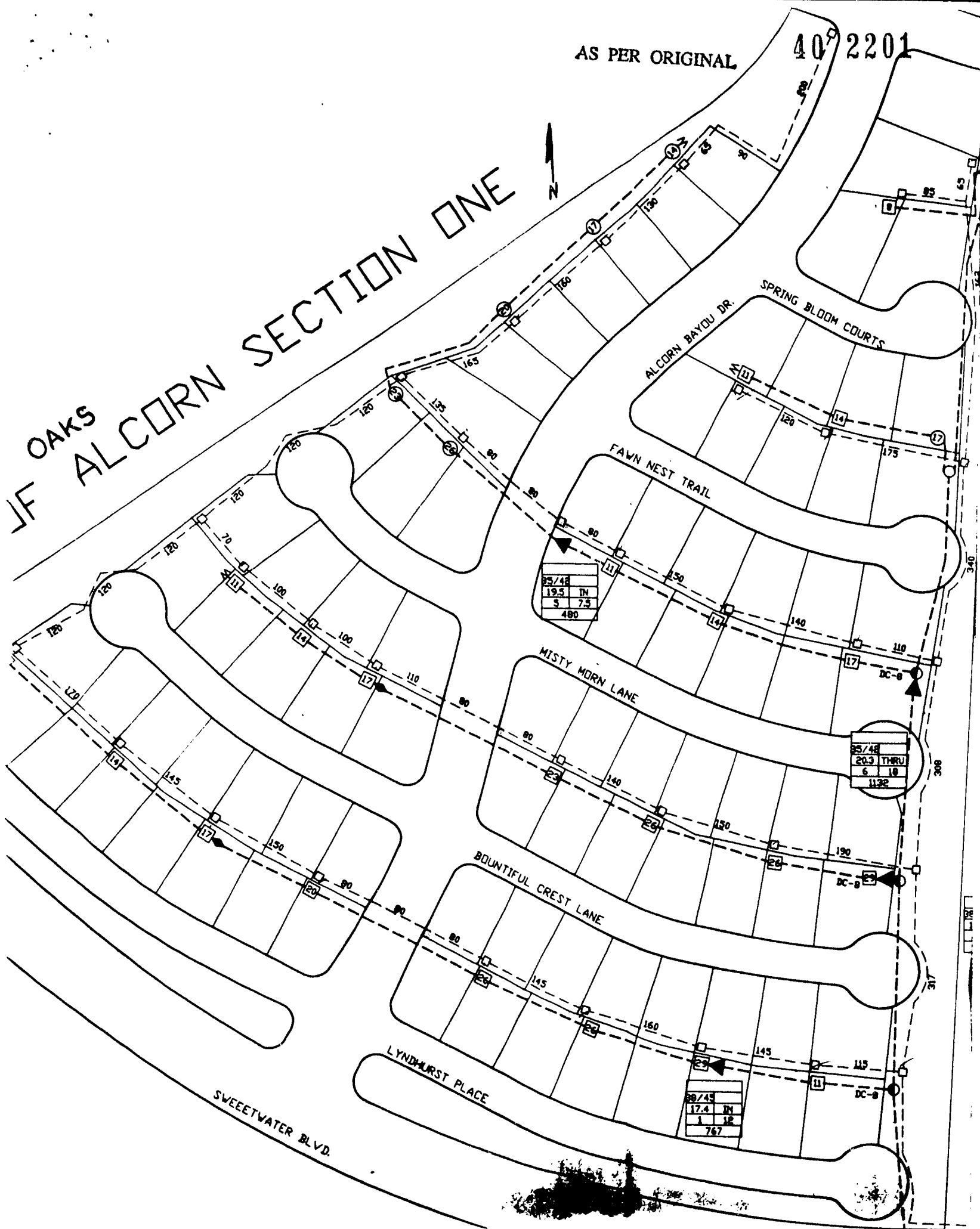
DATE: January 3, 1990
ADDRESS: 13700 Veterans Memorial, Suite 140
(Street/P.O. Box)

Houston Texas 77014
City State Zip
TELEPHONE NO: (713) 537-2765

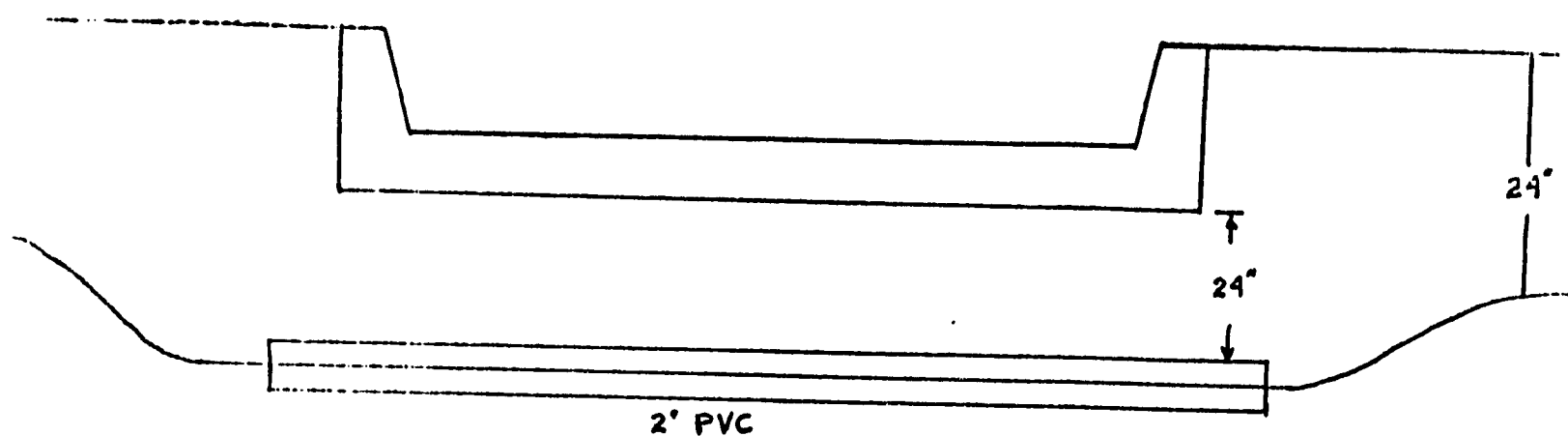


4072201

OF OAKS
ALCORN SECTION ONE



AS PER ORIGINAL

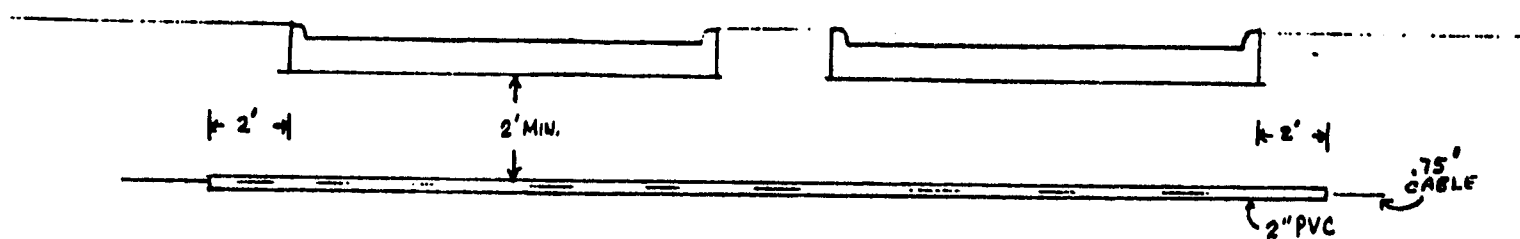


Typical Road Bore

Road bores are dry bored to 2" and sleeved with 2" sch. 40 PVC. The bore is made at a depth of 24" or greater below the bottom of the road slab. the PVC extends approximately 2' beyond the edge of the road.

Construction parallel to the roadway is either by plowing or trenching and maintained at a minimum distance of 2' from the curb line. Depth of the cable is 24".

40 2203



ROAD BORE

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of January, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Ft. Bend County dated 1/3/90, permit no. 81115 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Lutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Daehle
COUNTY ENGINEER

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

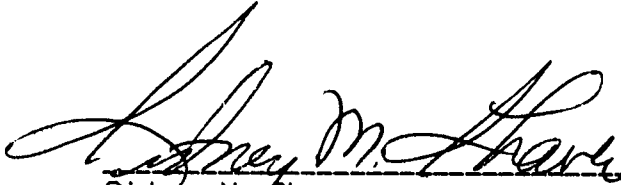
CLERK OF COMMISSIONERS COURT

BY Clida Koler
Deputy

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

Appl. # 81115

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.


 Sidney M. Shaver
 Permitting Administrator
1-10-90
 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
- ~~150,000~~ 150,000 Perpetual bond currently posted
- or-
- _____ Performance bond submitted in the amount of _____

8/3/87

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

40 2206

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 8115

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)

Oaks of Alcorn #2

Road or Ditch Name	: Distance & Direction From	: Length of	: Type of Construction
	: Nearest Intersection	: Crossing	: Bored:Jacked:Driven:Cased
Oakhurst	130' South of Alcorn		
Parkway	Hill Drive	60'	X
Peachwood BAYOU CROSSING DRIVE	110' West of Oakhurst		
	Parkway	60'	X
Meadow Spring Drive	220' South East of Woodlawn Terrace Court	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	: To	: Distance
	: Nearest Intersection		
Meadow Spring Drive	110' South East of Woodlawn Terrace Court	220' South East of Woodlawn Terrace Ct.	110'
Oakhurst Parkway	110' North West of Bayou Bend Court	190' NW of Bayou Bend Court	80'

General Description

All construction will be done according to all county specifications.
Cable crossings shall be a minimum of 24" below bottom of normal
driving surface and encased in 2" sch 40PVC. Parallel construction will
be a minimum of 24" below bottom of curb line.

The location and description of the proposed installation and appurtenances is
more fully shown on the attached plans and drawings. (Plans and drawings of
proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed
installation shall be subject to "A Revised Order Regulating the Laying,
Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines,
Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend
County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend
County, Texas," as passed by Commissioners Court of Fort Bend County, Texas,
dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of
the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

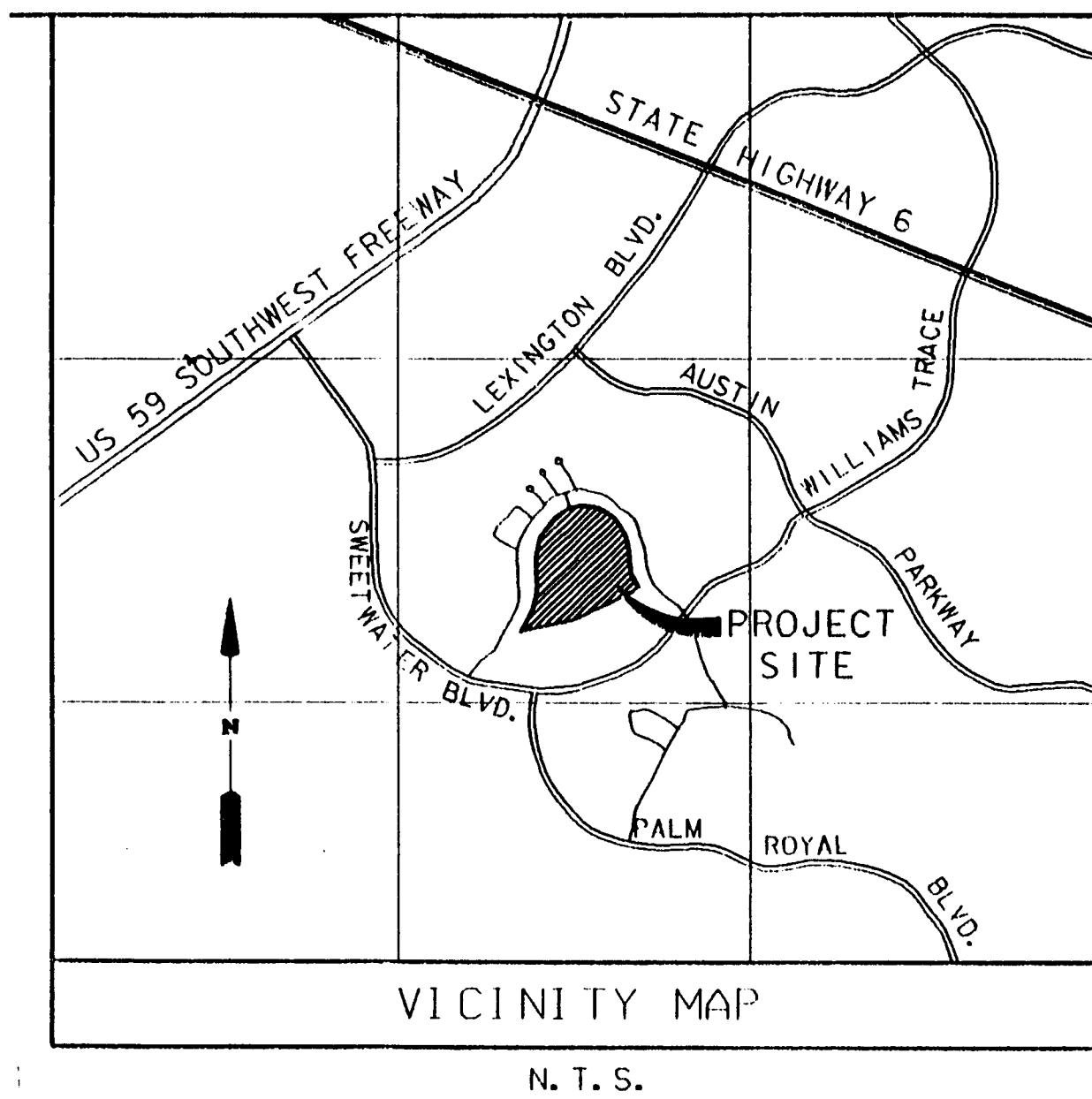
Bill McCrary
(Signature)

NAME & TITLE Bill McCrary-Project Supervisor
(Please Print)

DATE: January 3, 1990
ADDRESS: 13700 Veterans Memorial, Suite 140
(Street/P.O. Box)

Houston Texas 77014
City State Zip
TELEPHONE NO: (713) 537-2765

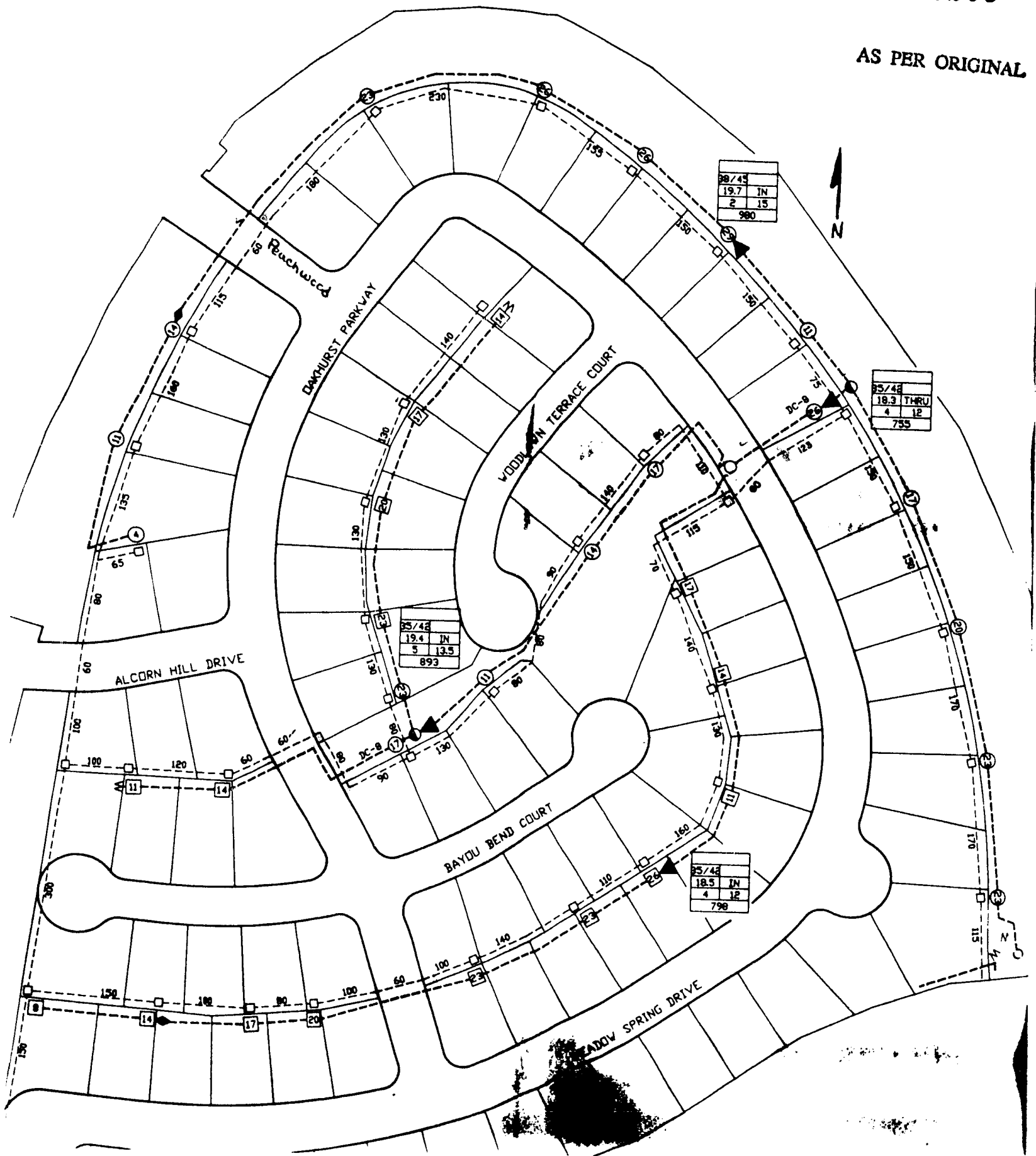
[illegible]

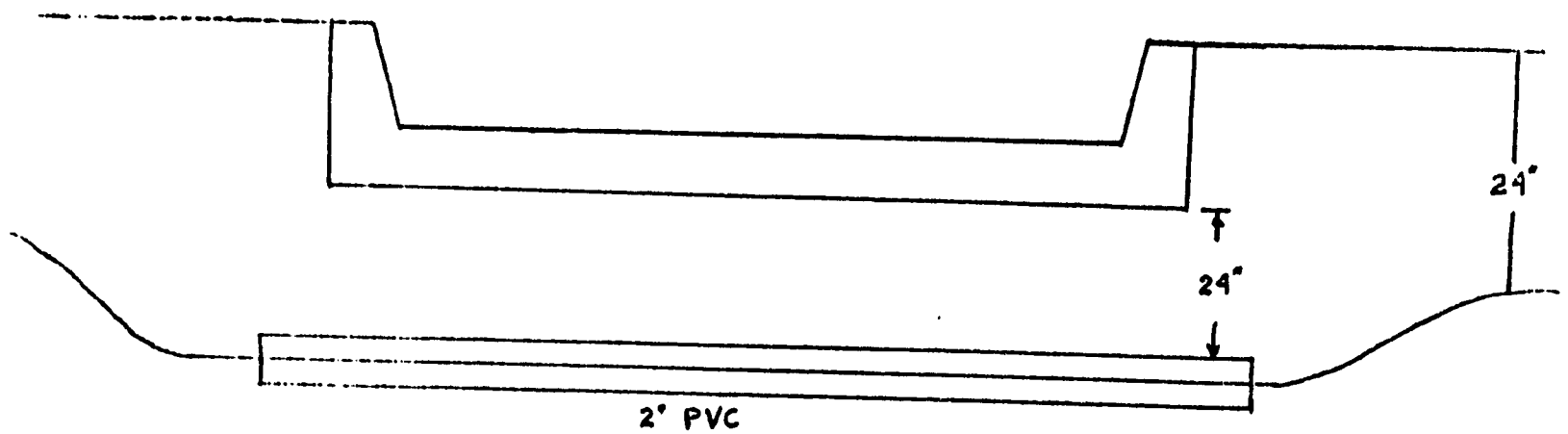


DAKS OF ALCORN SECTION TWO

40 2209

AS PER ORIGINAL

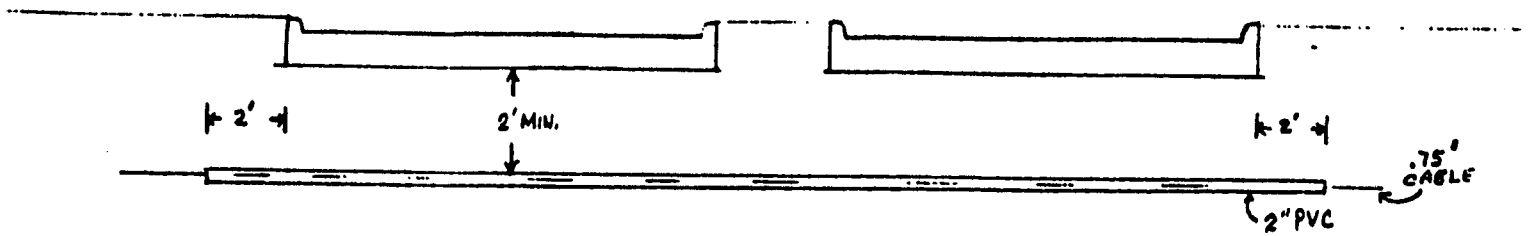




Typical Road Bore

Road bores are dry bored to 2" and sleeved with 2" sch. 40 PVC. The bore is made at a depth of 24" or greater below the bottom of the road slab. the PVC extends approximately 2' beyond the edge of the road.

Construction parallel to the roadway is either by plowing or trenching and maintained at a minimum distance of 2' from the curb line. Depth of the cable is 24".



ROAD BORE

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of January, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Ft. Bend County dated 1/3/90, permit no. 81116 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Lutto, 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 Brackenbury
COUNTY ENGINEER

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

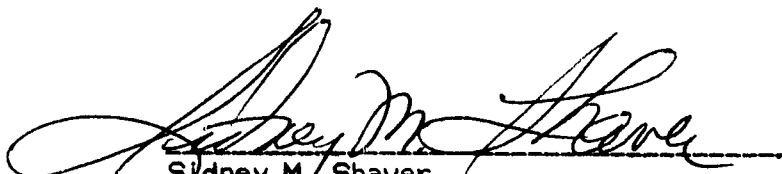
CLERK OF COMMISSIONERS COURT

BY Elida Foster
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. # 81116

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.


 Sydney M. Shaver
 Permitting Administrator

1-10-90
 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

\$ 150,000 Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

8/3/87

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

40 2214

TO COUNTY OF FORT BEND

PRECINCT NO. 4

PERMIT NO. 81116

JAN - 8 1990

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)

Oaks of Alcorn #3

Road or Ditch Name	Distance & Direction From	Length of	Type of Construction
			Bored: Jacked: Driven: Cased
Elkins Road	115' South west of Green Hills Circle	60'	X
Elkins Road	120' South East of Willow Bank Drive	60'	X
Alcorn Hill Drive	115' west of Elkins Road East	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	To	Distance
Elkins Road	5' west of Sweetwater	967' EAST	
	EAST Blvd.	Sweetwater Blvd.	962'

General Description

All construction will be done according to all County Specifications. Cable crossings will be a minimum of 24" below normal driving surface and encased in 2" sch 40 PVC. Parallel construction will be a minimum of 24" below bottom of curb line.

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

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER

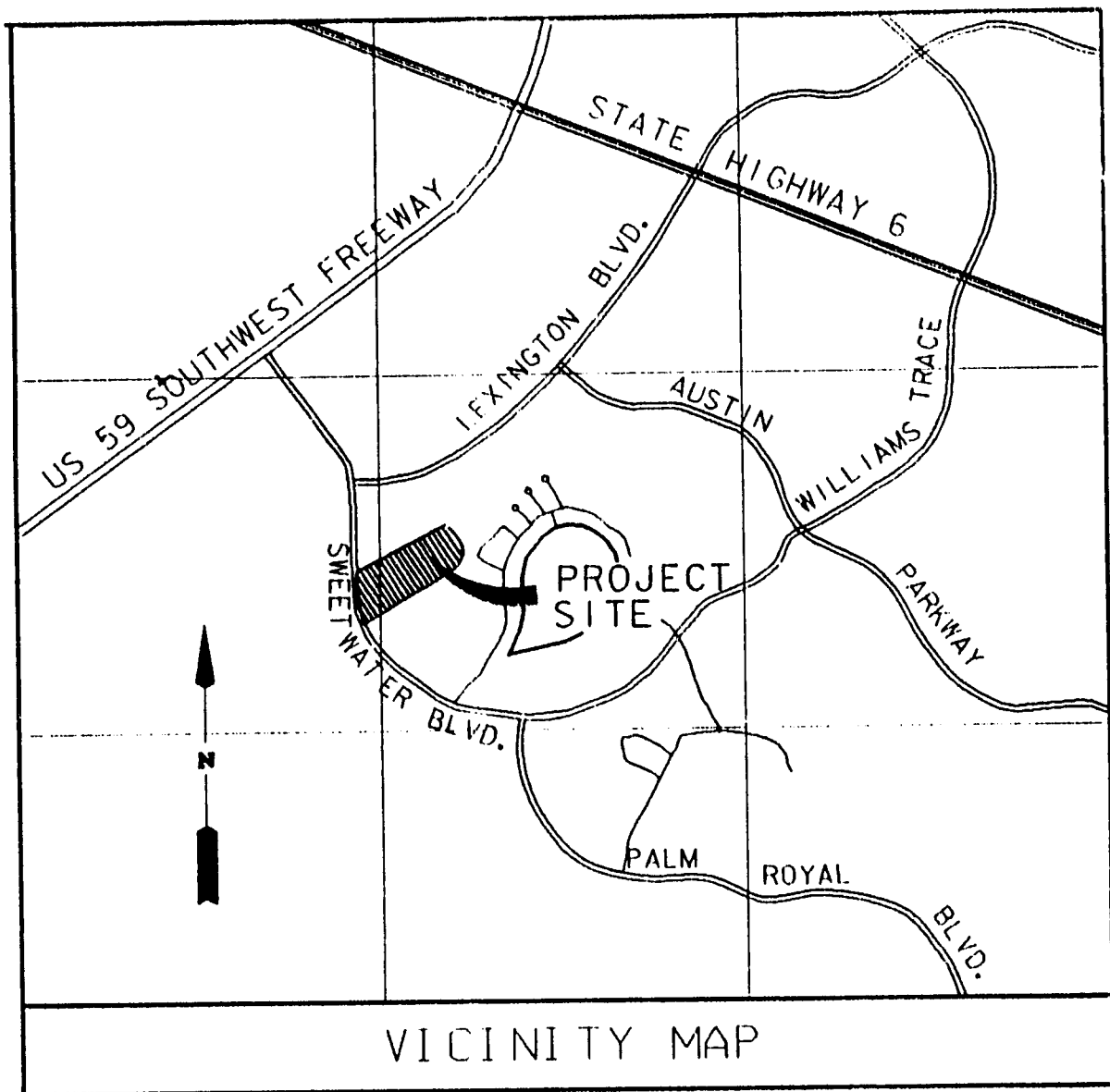
(accessible 24 hrs/day, 7 days/week)

Bill McCrary
(Signature)

NAME & TITLE Bill McCrary-Project Supervisor
(Please Print)

DATE: January 3, 1990
ADDRESS: 13700 Veterans Memorial, Suite 140
(Street/P.O. Box)

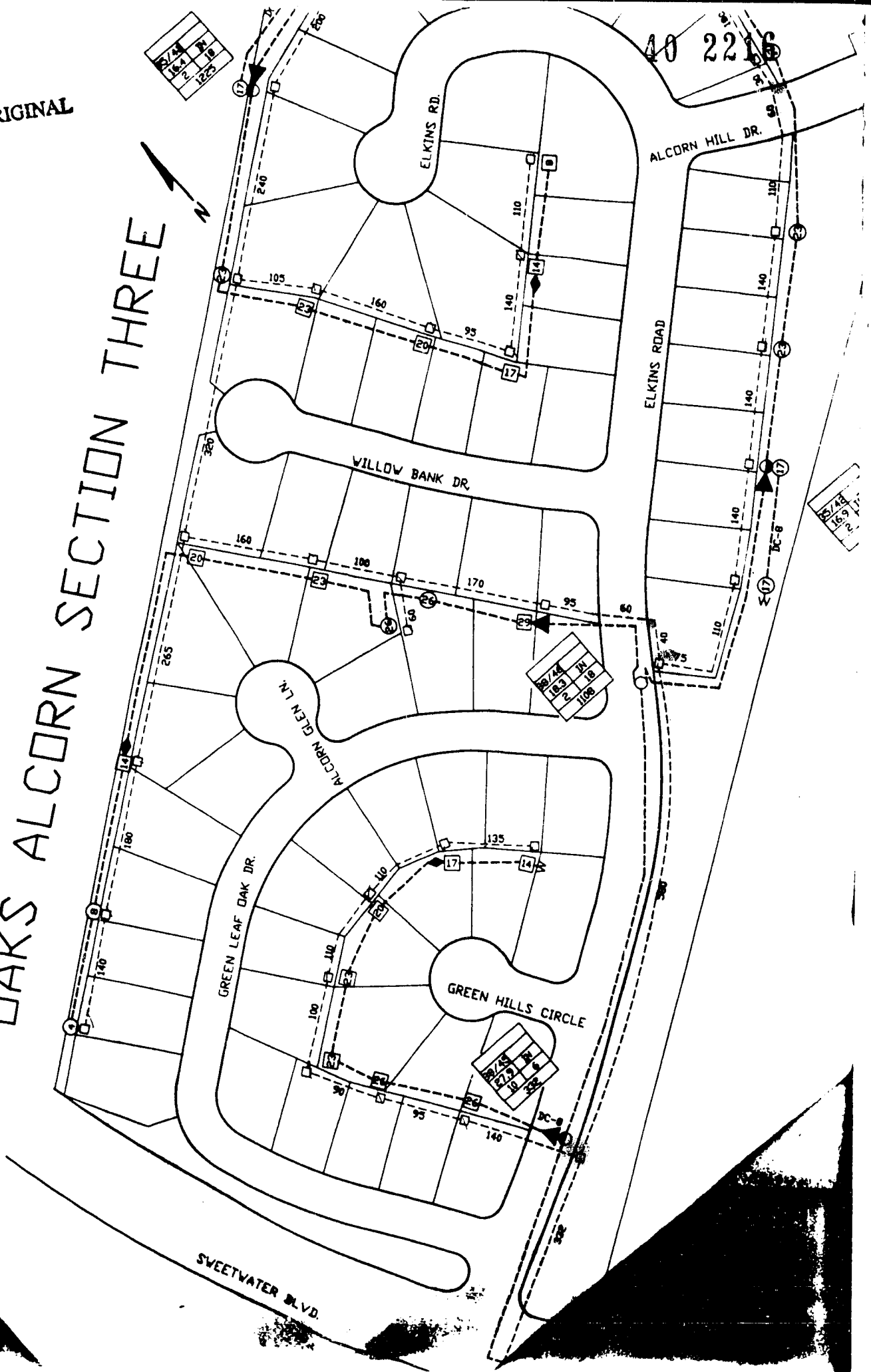
Houston Texas 77104
City State Zip
TELEPHONE NO: (713) 537-2765

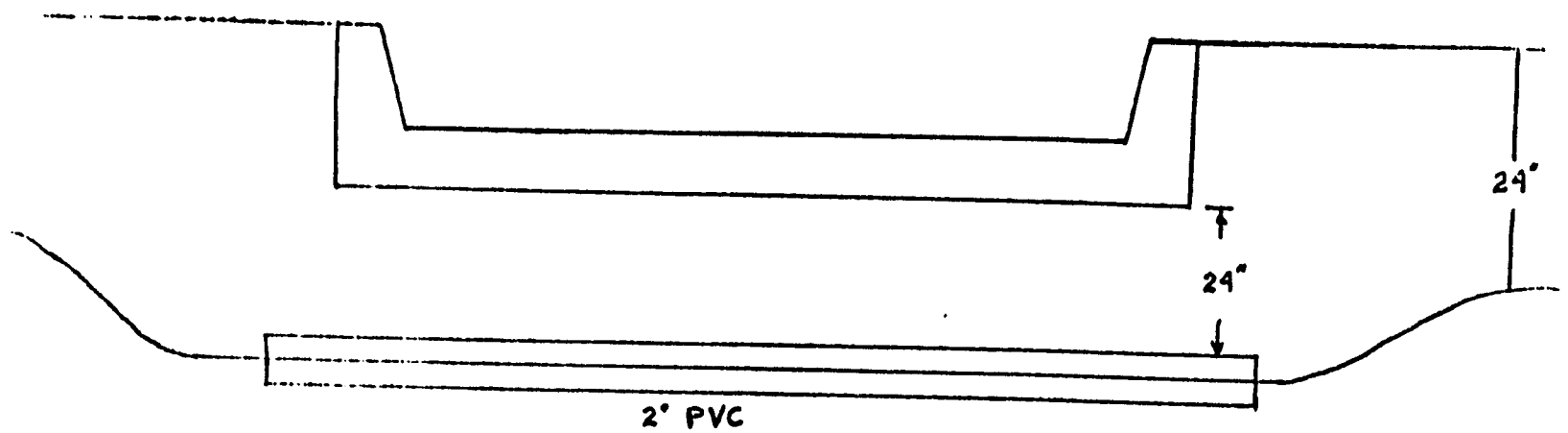


13/41	21
16.4	10
2	1225

~~40~~ 2216

DAKS ALCORN SECTION THREE

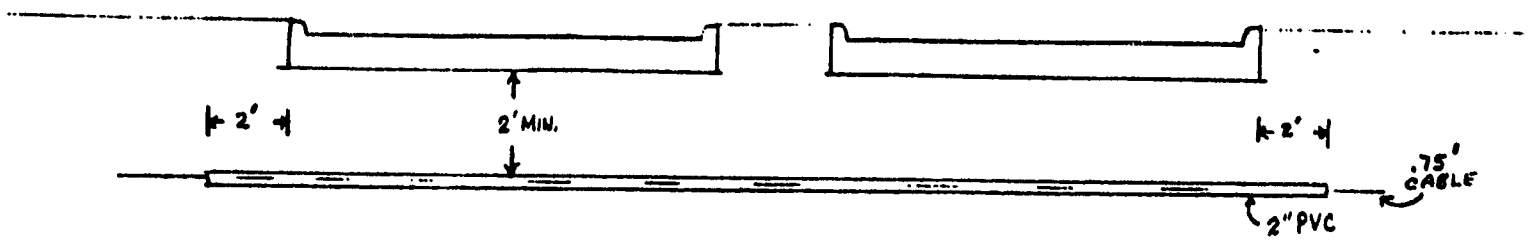




Typical Road Bore

Road bores are dry bored to 2" and sleeved with 2" sch. 40 PVC. The bore is made at a depth of 24" or greater below the bottom of the road slab. the PVC extends approximately 2' beyond the edge of the road.

Construction parallel to the roadway is either by plowing or trenching and maintained at a minimum distance of 2' from the curb line. Depth of the cable is 24".



ROAD BORE

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of January, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Ft. Bend County dated 1/3/90, permit no. 81117 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Tutto, 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.

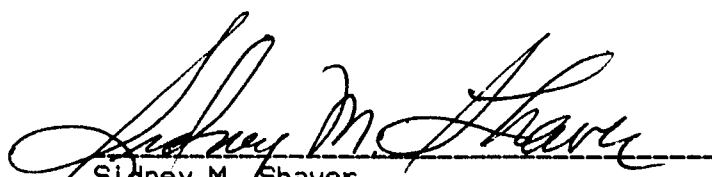
CLERK OF COMMISSIONERS COURT

BY 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.

Appl. # 81117

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.


 Sidney M. Shaver
 Permitting Administrator

1-10-90
 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
- \$150,000 Perpetual bond currently posted
- or-
- _____ Performance bond submitted in the amount of _____

8/3/87

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

40 2221

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81117

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)

Austin Meadow #1
Road or : Distance & Direction From : Length of : Type of Construction
Ditch Name : Nearest Intersection : Crossing : Bored:Jacked:Driven:Cased
-----:-----:-----:-----:-----
-----:-----:-----:-----:-----
-----:-----:-----:-----:-----

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

Road or : Distance & Direction From : To : Distance
Ditch Name : Nearest Intersection :
Oakland Dr. : 5' North East of Elkins : 715' South of :
Drive. : Bright Trail : 220'
-----:-----:-----:-----
-----:-----:-----:-----
-----:-----:-----:-----

General Description

All Construction will be done according to all County Specifications. Cable
crossings will be a minimum of 24" below normal driving surface and encased
in 2" sch 40PVC. Parallel construction will be a minimum of 24" below
bottom of curb line.

The location and description of the proposed installation and appurtenances is
more fully shown on the attached plans and drawings. (Plans and drawings of
proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed
installation shall be subject to "A Revised Order Regulating the Laying,
Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines,
Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend
County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend
County, Texas," as passed by Commissioners Court of Fort Bend County, Texas,
dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of
the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

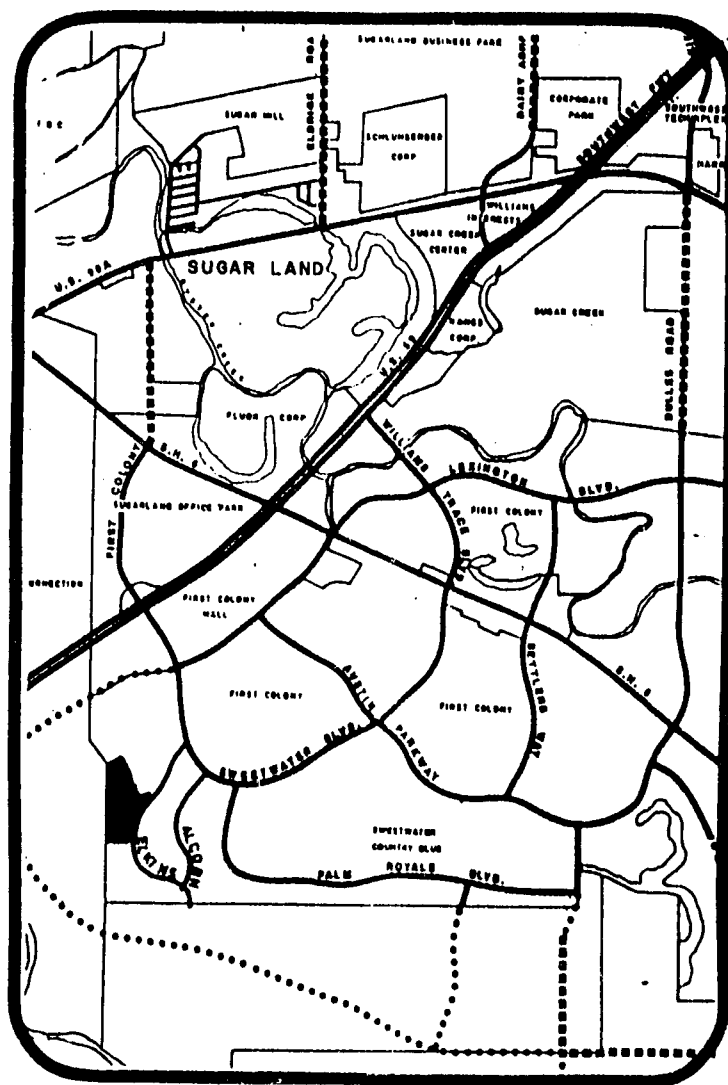
COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Bill McCrary
(Signature)

NAME & TITLE Bill McCrary-Project Supervisor
(Please Print)

DATE: January 3, 1990
ADDRESS: 13700 Veterans Memorial, Suite 140
(Street/P.O. Box)

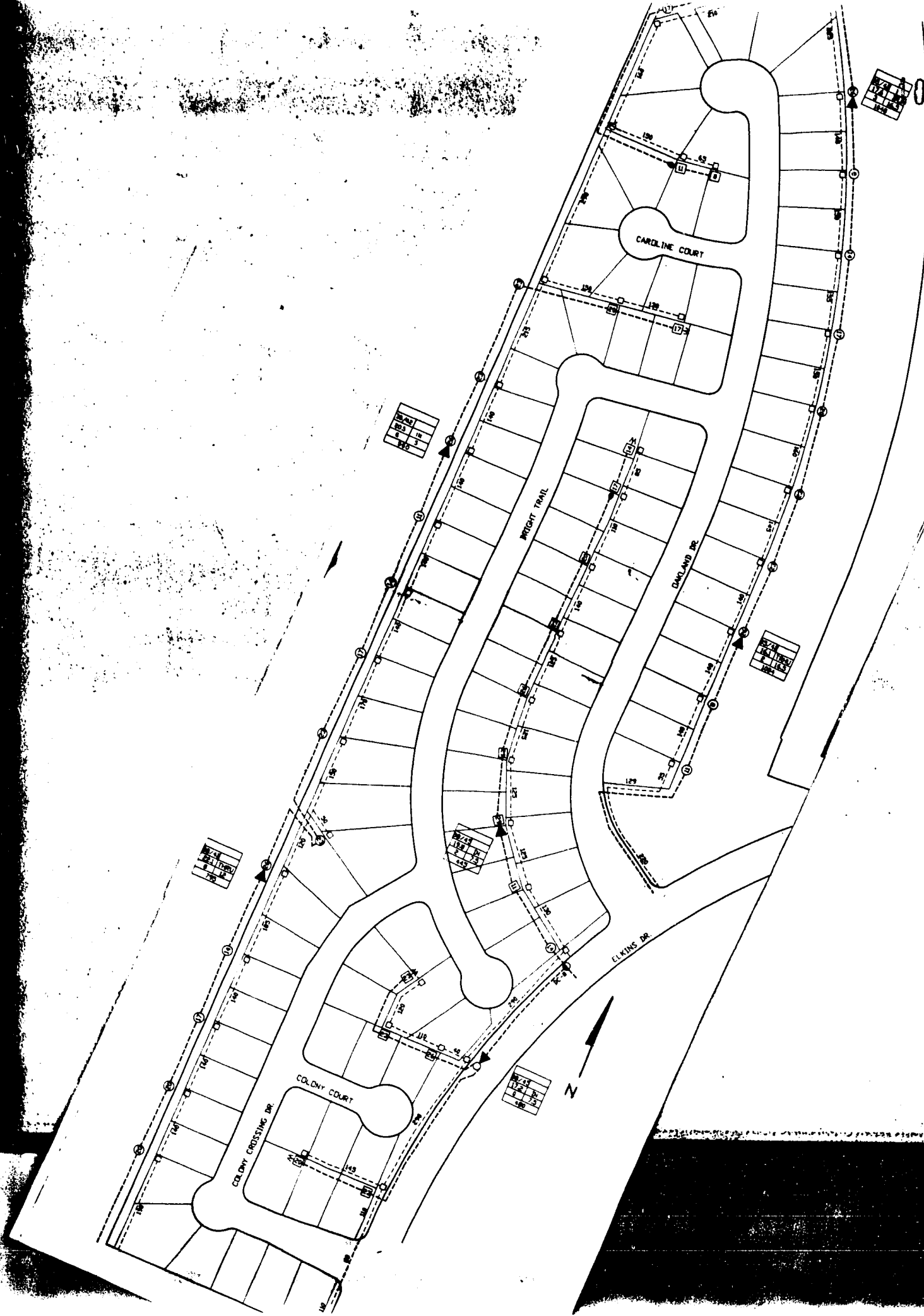
Houston, Texas 77014
City State Zip
TELEPHONE NO: (713) 537-2765



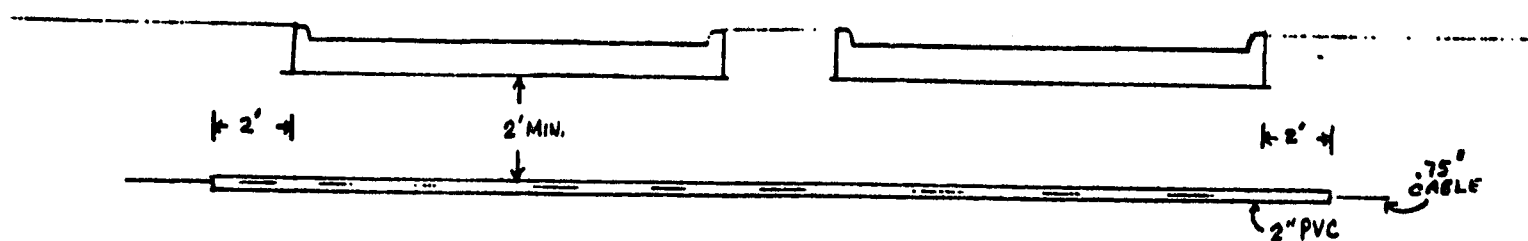
Vicinity Map

SCALE: 1" = 10000'

AS PER ORIGINAL



Road Bores are dry bored to 2" and sleeved with 2" sch. 40 PVC. The bore is made at a depth of 24" or greater below the bottom of the road slab. the PVC extends approximately 2' beyond the edge of the road. Construction parallel to the roadway is either by plowing or trenching and maintained at a minimum distance of 2' from the curb line. Depth of the cable is 24".



ROAD BORE

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of January, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Ft. Bend County dated 1/3/90, permit no. 81118 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Lutto, 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 Orachubaz
COUNTY ENGINEER

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

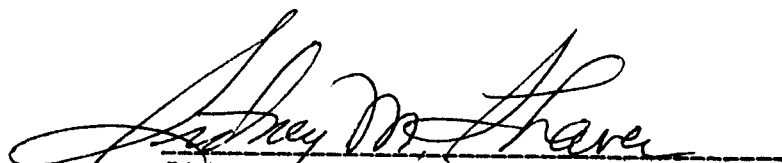
CLERK OF COMMISSIONERS COURT

BY Clida Foster
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. # 81118

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.


 Sidney M. Shaver
 Permitting Administrator
1-10-90
 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
- \$150,000 Perpetual bond currently posted
- or-
- _____ Performance bond submitted in the amount of _____

8/3/87

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

40 2228

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 01118

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)

~~Austin Meadow #2~~
Road or : Distance & Direction From : Length of : Type of Construction
Ditch Name : Nearest Intersection : Crossing : Bored:Jacked:Driven:Cased
Spring Trail 10' East of Elkins Dr. 60' X
Dr. : WEST : : : : :
Summer Hill 10' South of Elkins Dr. 100' X
Dr. : WEST : : : : :
: : : : : : : : : : :
: : : : : : : : : : :

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

Road or : Distance & Direction From : To : Distance
Ditch Name : Nearest Intersection : :
Elkins Dr. 5' West of Summer Hill 430' North West
: Drive : of Summer Hill : Dr. : 425'
: : : : :
: : : : :
: : : : :

General Description

All Construction will be done according to all County Specifications.
Cable crossings will be a minimum of 24" below normal driving surface
and encased in 2" sch40 PVC. Parallel construction will be a minimum
of 24" below bottom of curb line.

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

The laying, construction, maintenance and/or repair of the proposed
installation shall be subject to "A Revised Order Regulating the Laying,
Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines,
Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend
County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend
County, Texas," as passed by Commissioners Court of Fort Bend County, Texas,
dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of
the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Bill McCrary
(Signature)

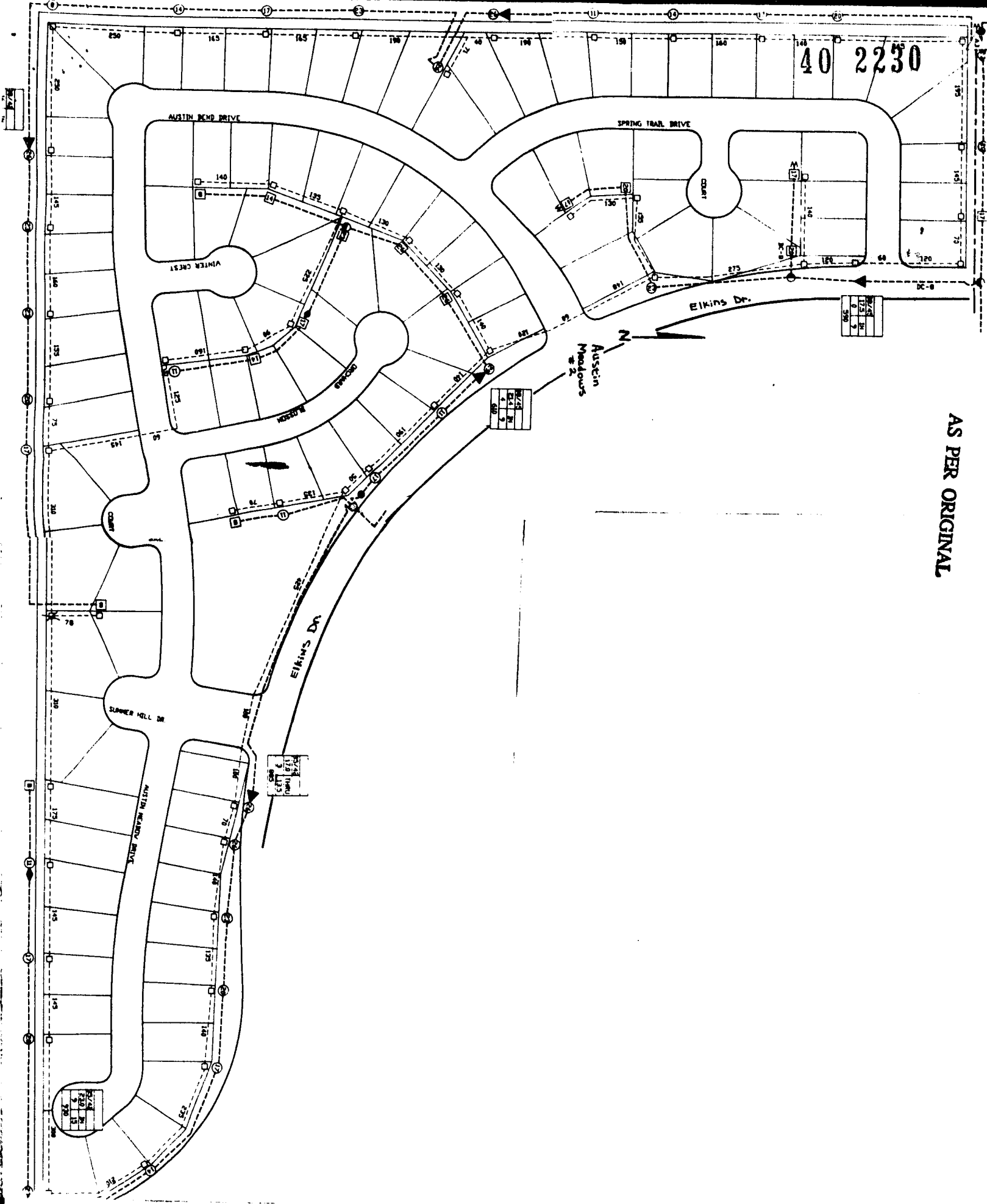
NAME & TITLE Bill McCrary-Project Supervisor
(Please Print)

DATE: January 3, 1990
ADDRESS: 13700 Veterans Memorial, Suite 140
(Street/P.O. Box)

Houston Texas 77014
City State Zip
TELEPHONE NO: (713) 537-2765

AS PER ORIGINAL

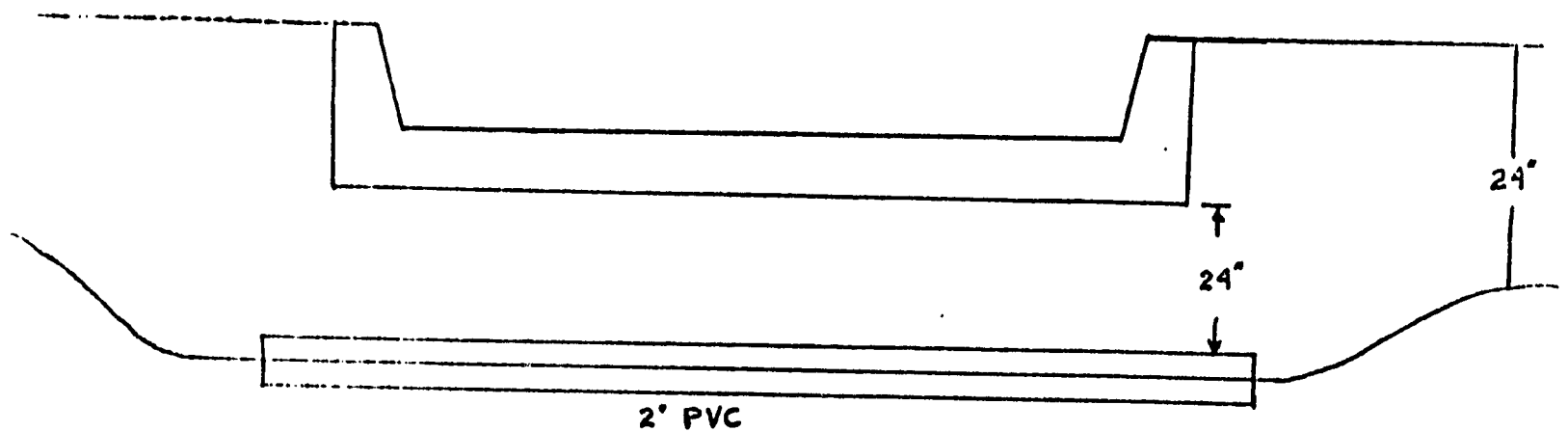
AS PER ORIGINAL



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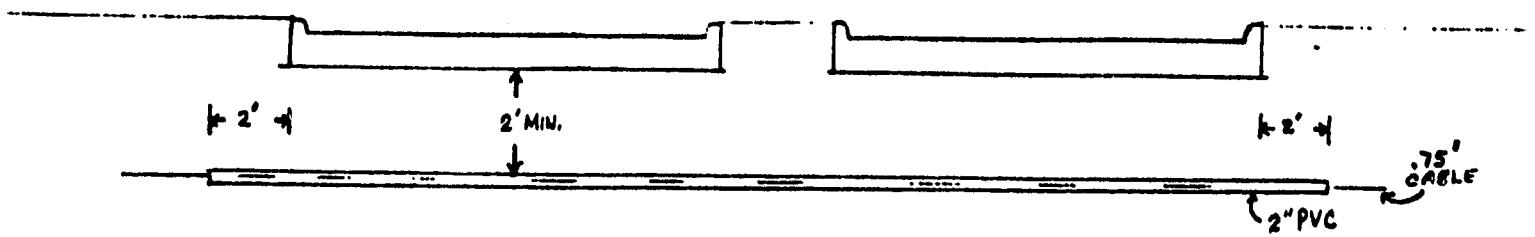
AS PER ORIGINAL



Typical Road Bore

Road bores are dry bored to 2" and sleeved with 2" sch. 40 PVC. The bore is made at a depth of 24" or greater below the bottom of the road slab. the PVC extends approximately 2' beyond the edge of the road.

Construction parallel to the roadway is either by plowing or trenching and maintained at a minimum distance of 2' from the curb line. Depth of the cable is 24".



ROAD BORE

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of January, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Ft. Bend County dated 1/3/90, permit no. 81119 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Lutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY

Ronald Drachberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

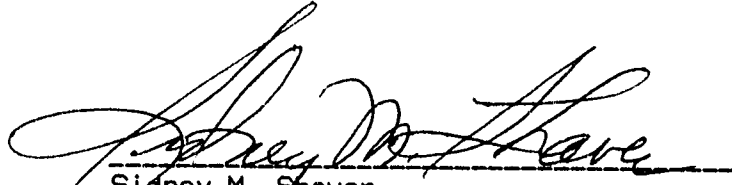
BY

Elida Koster
Deputy

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

Appl. # 81112

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.


 Sidney M. Shaver
 Permitting Administrator

1-10-90
 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
- \$150,000 Perpetual bond currently posted
- or-
- _____ Performance bond submitted in the amount of _____

8/3/87

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4PERMIT NO. 81119

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)

Williams Glen #1

Road or Ditch Name	Distance & Direction From	Length of	Type of Construction
Colony	256' West of Stoney		Bored: Jacked: Driven: Cased
Crossing Dr.	Mist Dr.	60'	v
Colony	120' East of Stoney		
Crossing Dr.	Mist Dr.	60'	X
Meadow Edge	280' West of Stoney		
Dr.	Mist Dr.	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	To	Distance

General Description

All construction will be accomplished according to all County

Specifications. Cable crossings will be a minimum of 24" below normal
driving surface and encased in 2" PVC. Parallel construction will be a
minimum of 24" below bottom of curb line.

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

The laying, construction, maintenance and/or repair of the proposed
installation shall be subject to "A Revised Order Regulating the Laying,
Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines,
Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend
County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend
County, Texas," as passed by Commissioners Court of Fort Bend County, Texas,
dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of
the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week)

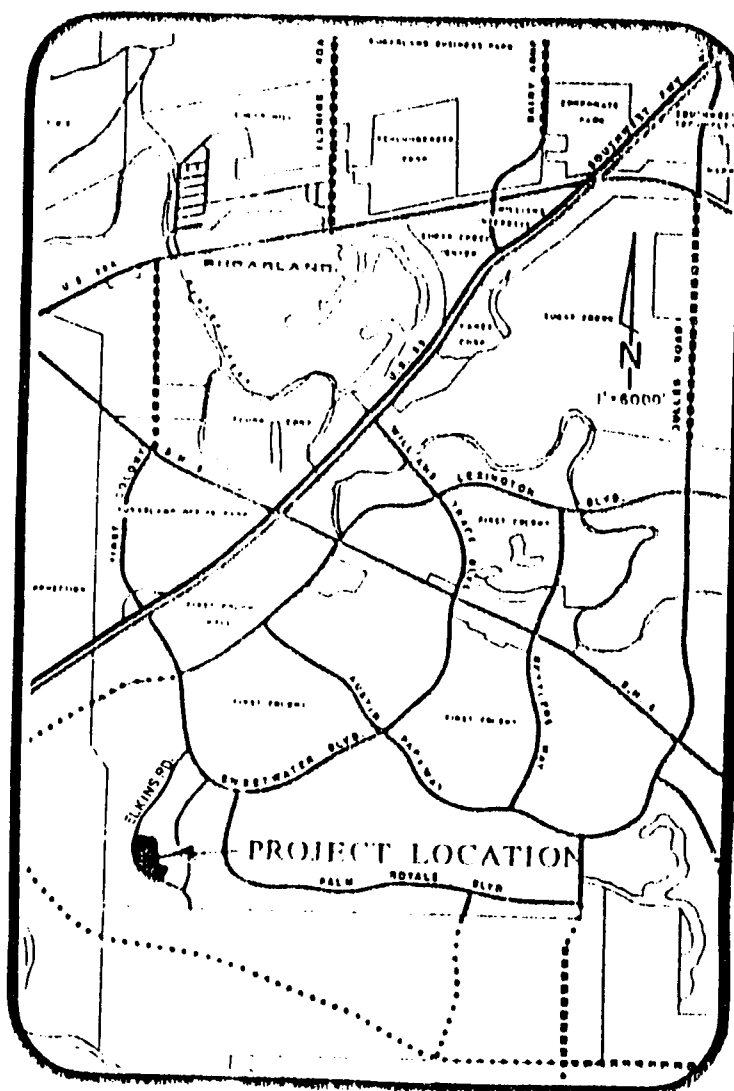
Bill McCrary
(Signature)

NAME & TITLE Bill McCrary-Project Supervisor
(Please Print)

DATE: January 3, 1990
ADDRESS: 13700 Veterans Memorial, Suite 140
(Street/P.O. Box)

Houston, Texas 77014
City State Zip
TELEPHONE NO: (713) 537-2765

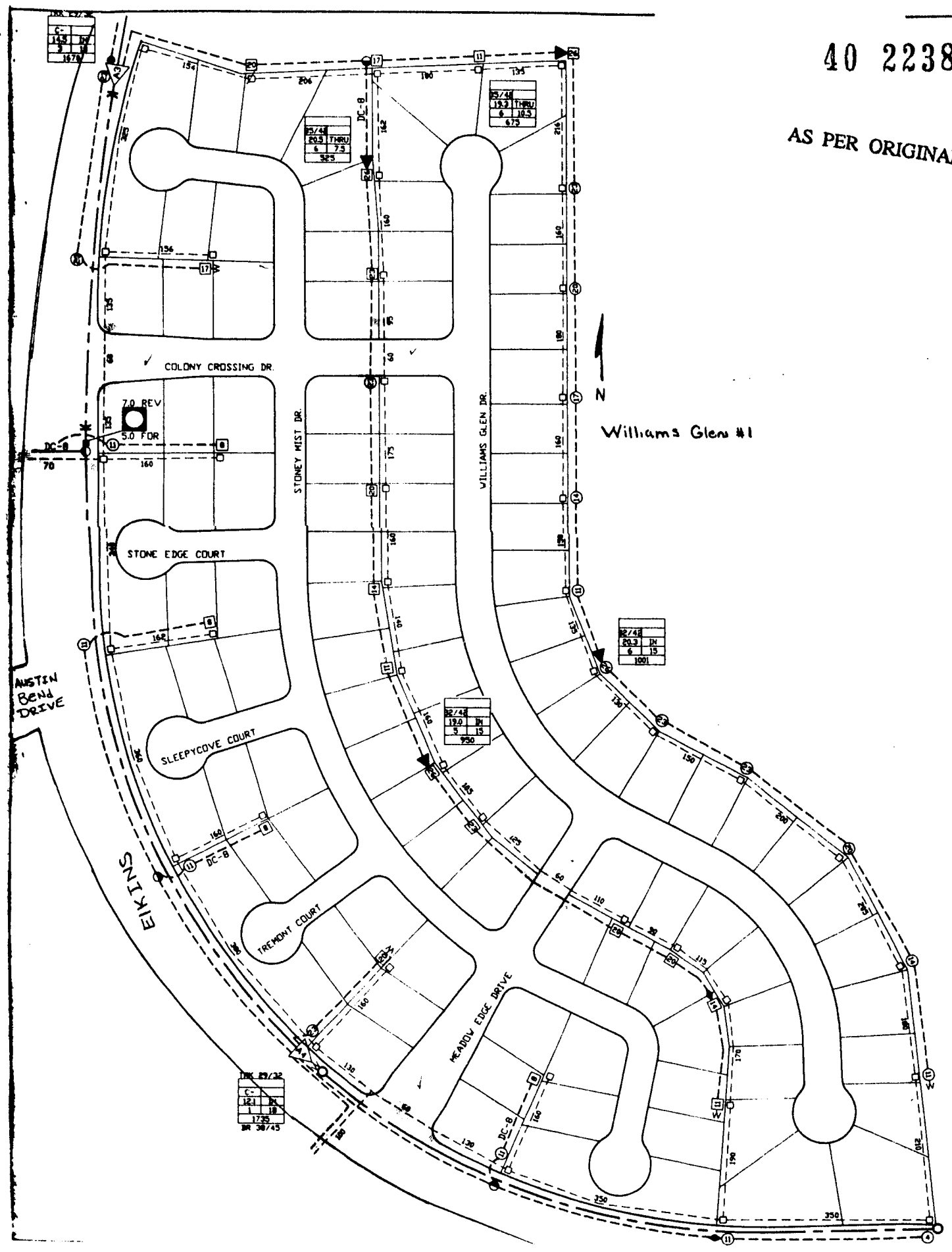
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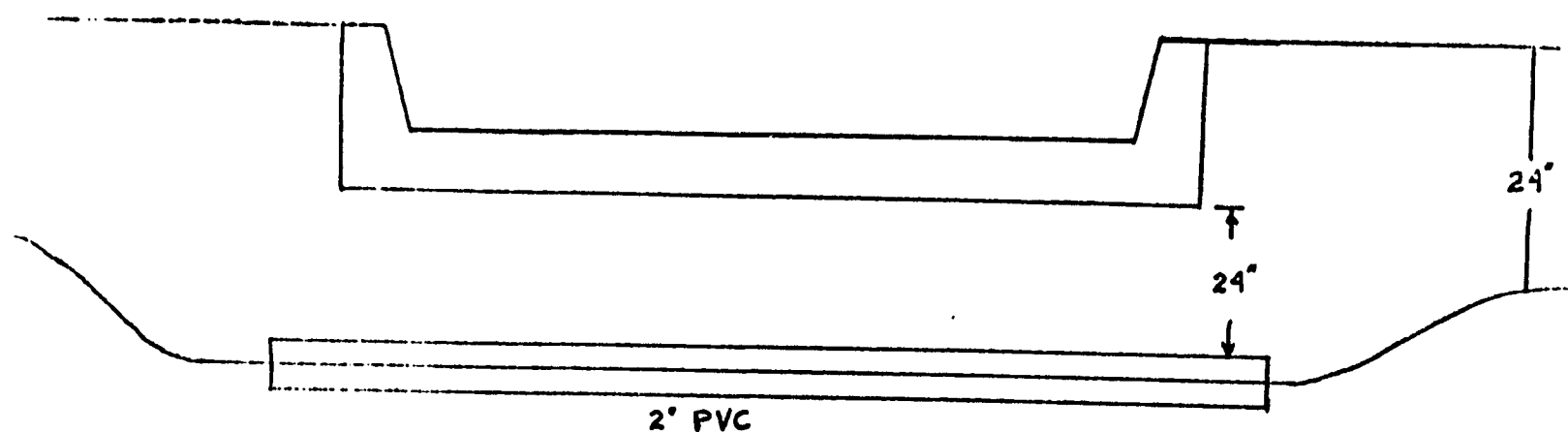
Vicinity Map

40 2238

AS PER ORIGINAL

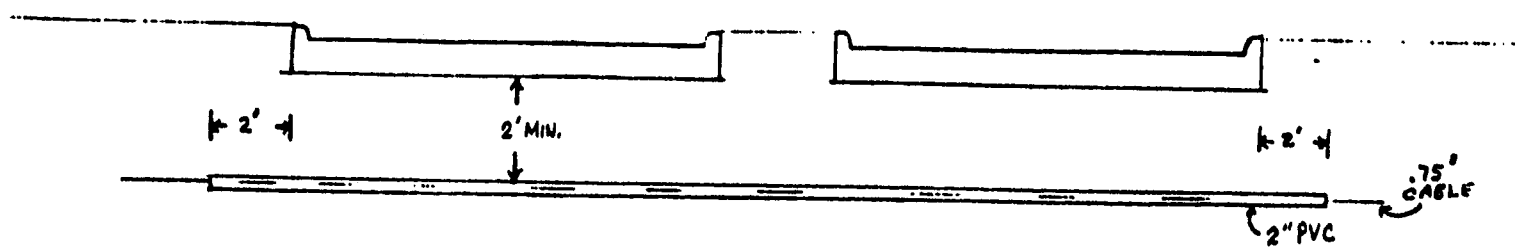


AS PER ORIGINAL



Typical Road Bore

Road bores are dry bored to 2" and sleeved with 2" sch. 40 PVC. The bore is made at a depth of 24" or greater below the bottom of the road slab. the PVC extends approximately 2' beyond the edge of the road. Construction parallel to the roadway is either by plowing or trenching and maintained at a minimum distance of 2' from the curb line. Depth of the cable is 24".



ROAD BORE

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of January, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Southwestern Bell Telephone Co. dated 1-6-90, permit no. 81112 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner O'Shicles, seconded by Commissioner Merham, 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 Prochubny
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

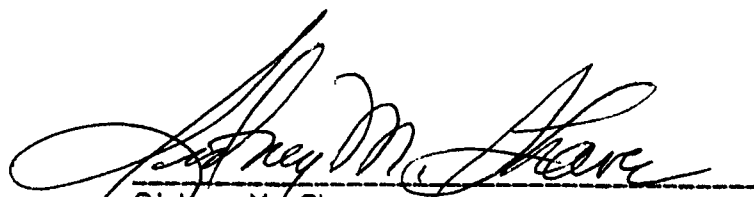
BY

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. # 8112

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.


 Sidney M. Shaver
 Permitting Administrator
1-8-90
 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
- _____ \$ 150,000 Perpetual bond currently posted
- _____ -or- _____
- _____ Performance bond submitted in the amount of _____

8/3/87

8/3/87

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

40 2243

FD COUNTY OF FORT BEND

PRECINCT NO. 1

PERMIT NO. 81112

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

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

Road or : Distance & Direction From : Length of : Type of Construction
Ditch Name : Nearest Intersection : Crossing : Bored:Jacked:Driven:Cased

-----:-----:-----:-----:-----
-----:-----:-----:-----:-----
-----:-----:-----:-----:-----

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

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

BRYAN ST. RD. : EAST OF FM 2218 : EAST : 727'

-----:-----:-----:-----
-----:-----:-----:-----

General Description

PROPOSED BURIED CABLE TO EXTEND EAST OF FM 2218 ON THE NORTH RIGHT OF WAY OF
ROAD
BRYAN STREET FOR A TOTAL DISTANCE OF 727'.

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

The laying, construction, maintenance and/or repair of the proposed
installation shall be subject to "A Revised Order Regulating the Laying,
Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines,
Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend
County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend
County, Texas," as passed by Commissioners Court of Fort Bend County, Texas,
dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of
the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: SOUTHWESTERN BELL TELEPHONE CO.
AGENT and/or OWNER

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

Maurice Nance
(Signature)

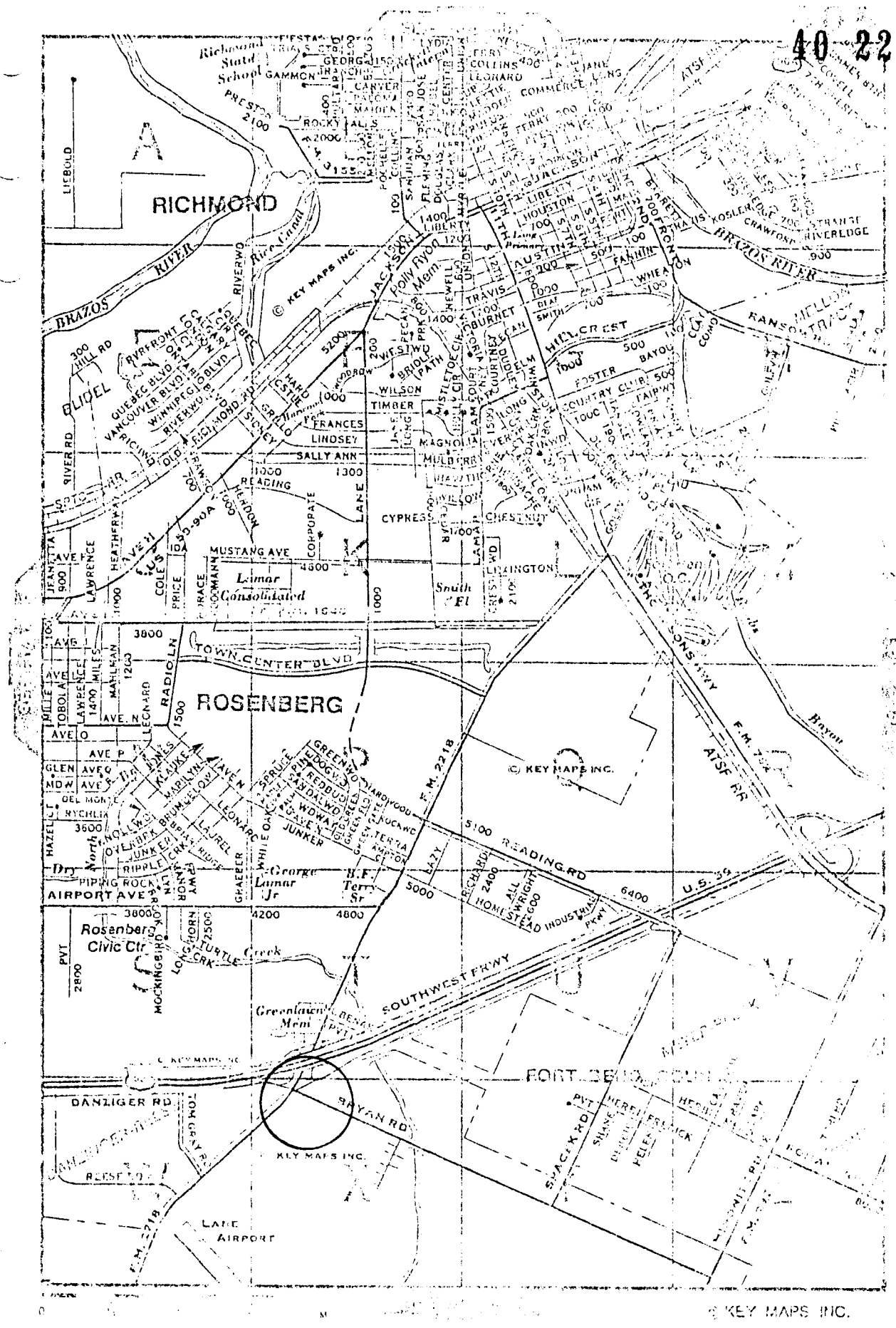
NAME & TITLE MAURICE NANCE, MANAGER ENGINEER
(Please Print)

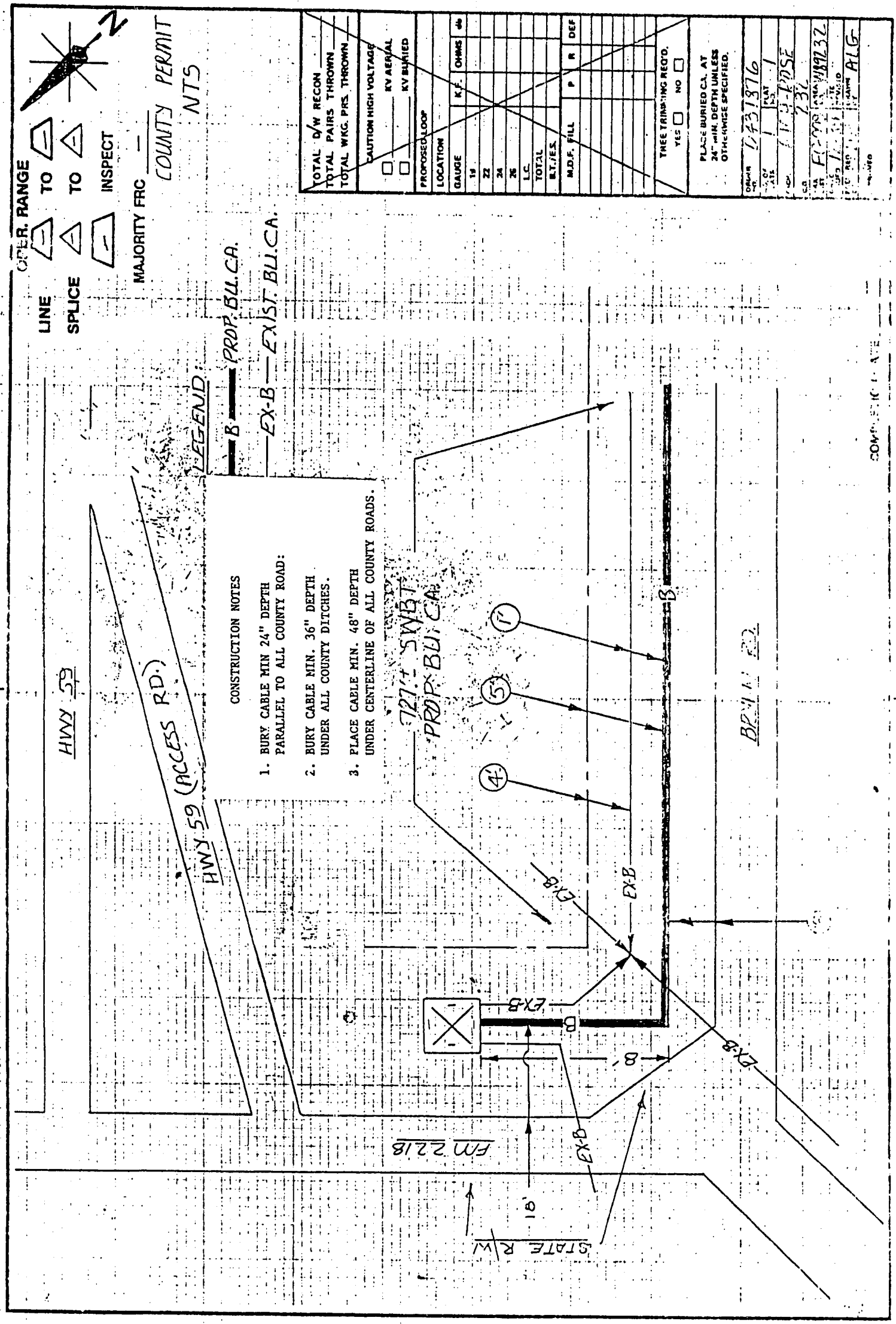
DATE: 1-6-90

ADDRESS: 14575 PRESIDIO SQUARE, ROOM 140
(Street/P.O. Box)

HOUSTON TEXAS 77083
City State Zip
TELEPHONE NO: 561-4618

AS PER ORIGINAL





REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 15th day of January, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Exxon Corporation dated 1/9/90, permit no. 81114 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statutes. Upon Motion of Commissioner Lutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Rachelberg
COUNTY ENGINEER

BY Michael E. Loh
DRAINAGE DISTRICT ENGINEER/MANAGER

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

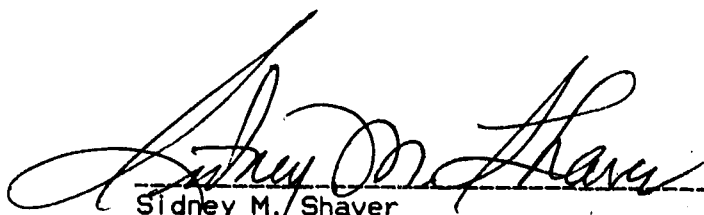
CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81114

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.


 Sidney M. Shaver
 Permitting Administrator
1-9-90
 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
LETTER OF INDEMNITY
 _____ Perpetual bond currently posted
- or-
- _____ Performance bond submitted in the amount of _____

8/3/87

COUNTY OF FORT BEND

Engineering Department

40 2248

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

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

3403 Avenue 1
Phone: 342-3039

REVIEW FORM

On 1-9-90 (date) the DRAINAGE (department/office)
reviewed the:

1. Construction Plans _____
2. Plat _____
3. Permit # 81114 _____

and agrees that this project meets with minimum requirements of this
department or office. The following comments may need to be addressed or
observed. _____


Signature of Department Head

EXXON COMPANY, U.S.A.

POST OFFICE BOX 4697 • HOUSTON, TEXAS 77210-4697

CENTRAL PRODUCTION DIVISION
EASTERN EXPLORATION DIVISION
RIGHT OF WAY AND CLAIMSGERALD E. LADD
SUPERVISORTOD A. CLARKE
A. L. CROSS
LISA K. DEWEY
JEFFREY D. McDONALD
JENNIFER K. RICKS

January 8, 1990

R/W No. 68387

Fort Bend County Engineering Department
P. O. Box 1449
Rosenberg, Texas 77471

Gentlemen:

Enclosed for your review is Exxon's application for a permit to construct a three-inch pipeline across Steep Bank Bayou, located in the Sugarland Field, William Stafford Survey, Abstract 89, Fort Bend County, Texas. Please refer to the Letter of Indemnification which is on file with Fort Bend County addressed to the Commissioners' Court in satisfaction of the requirements of Article XX of "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, Highways, and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners' Court of Fort Bend County Texas", as passed on January 14, 1980. It is requested that you apply this Letter of Indemnification to the Commissioners' Court order dated August 3, 1987, which governs the issuance of the enclosed requested permit.

Please submit the enclosed application and attachments to the Commissioners' Court for review and approval at your earliest convenience. Upon approval by the Commissioners' Court, please return the executed permit and any additional instructions to my office in the enclosed envelope.

Thank you for your cooperation in this matter, and should you have any additional questions, you may contact me at 713/775-6940.

Very truly yours,


Gerald E. LaddGEL:br
Enclosures

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)

40 2250

TO COUNTY OF FORT BEND

PRECINCT NO. 4PERMIT NO. 81114

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

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

Road or Ditch Name	Distance & Direction From	Length of	Type of Construction
Steep Bank Bayou	211'	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	To	Distance

General Description

See attached Drawing No. 883-462-00-G-04 showing one 3" flowline serving
M.C. Camp Well No. 23 located in the Wm. Stafford Survey, A-89. See
County Development Permit No. 989, dated December 5, 1989.

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: Exxon Corporation
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week)

Gerald E. Ladd
(Signature)
NAME & TITLE Gerald E. Ladd - Central Division
(Please Print)

Right of Way & Claims Supervisor
DATE: January 9, 1990
ADDRESS: P.O. Box 4697
(Street/P.O. Box)

Houston, Texas 77210-4697
City State Zip
TELEPHONE NO: 713/775-6940

EXXON COMPANY, U.S.A.

POST OFFICE BOX 2180 • HOUSTON, TEXAS 77001

PRODUCTION DEPARTMENT
EAST TEXAS DIVISIONJ H PEERY
MANAGER

May 11, 1984

R/W File 68387

Fort Bend County, Texas

Attention: Commissioners' Court

Gentlemen:

Exxon Corporation is the operator of several pipelines and related facilities in Fort Bend County, Texas. In connection with the operation of these pipelines and related facilities, it will be necessary, from time to time, for Exxon to construct additional pipelines and cables and also to replace and adjust these pipelines and cables alongside of, under and across certain Fort Bend County roads and drainage ditches. Exxon expects to apply for permits from time to time, as required by "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and Pole Lines, In, Under, Across or Along Roads, Streets, and Highways in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners' Court of Fort Bend County, Texas," as passed on January 14, 1980.

In order that the Commissioners' Court of Fort Bend County, Texas may except Exxon from the bond requirements of Article XX of the aforementioned Court Order, Exxon hereby agrees:

- (1) To accept all duties and obligations placed on a permittee under the provisions of the aforementioned Order of the Commissioners' Court.
- (2) To act as a self-insurer to indemnify and hold Fort Bend County harmless from all loss, damage or injury of any kind which may result to the County by reason of any failure on the part of Exxon to comply with any of the terms and provisions of the aforementioned Order, or by reason of the negligence of Exxon, its agents or employees in the reconstruction, alteration, repair, extension, or laying of pipelines or cables.

Exxon's obligation hereunder will become effective on the date this letter is approved and accepted by the Commissioners' Court of Fort Bend County, Texas.

Commissioners' Court

-2-

May 11, 1984

AS PER ORIGINAL

This letter, upon acceptance by the Commissioners' Court of Fort Bend County, Texas, will satisfy the requirements of Article XX of the aforementioned Court Order. If at any time thereafter the Commissioners' Court should find that Exxon is not financially responsible and capable of meeting the bond obligations set forth in the Court Order, the Commissioners' Court may withdraw approval of this letter. However, that action by the Commissioners' Court will not be effective until after thirty (30) days' notice to Exxon. In addition, if within that period, Exxon posts a cash bond, then no permit shall be cancelled as a result of the withdrawal of approval of this letter.

Yours very truly,

EXXON CORPORATION

Form Approved

By PAF

Trade Approved

By CPA

By J. H. Peery
Agent and Attorney-in-Fact

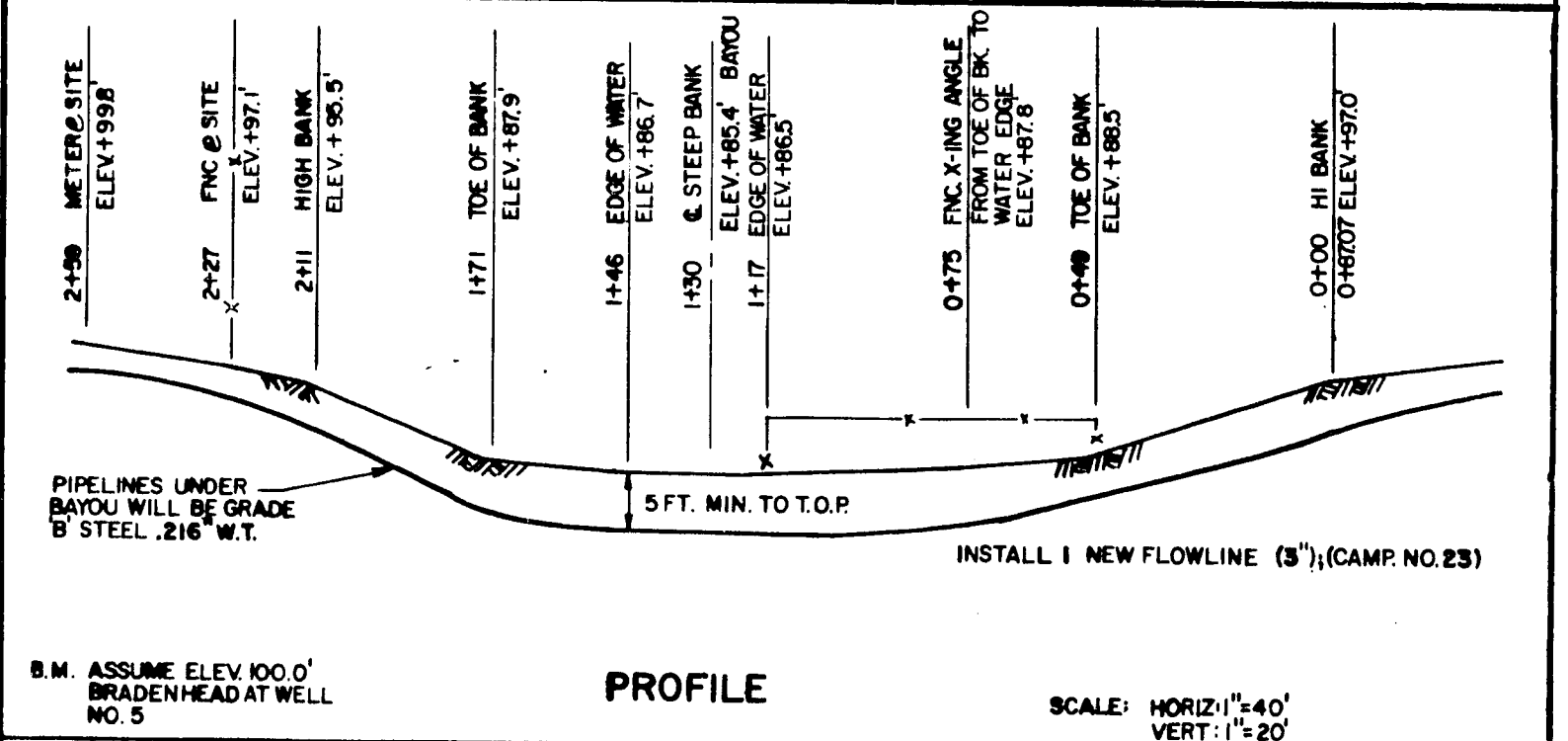
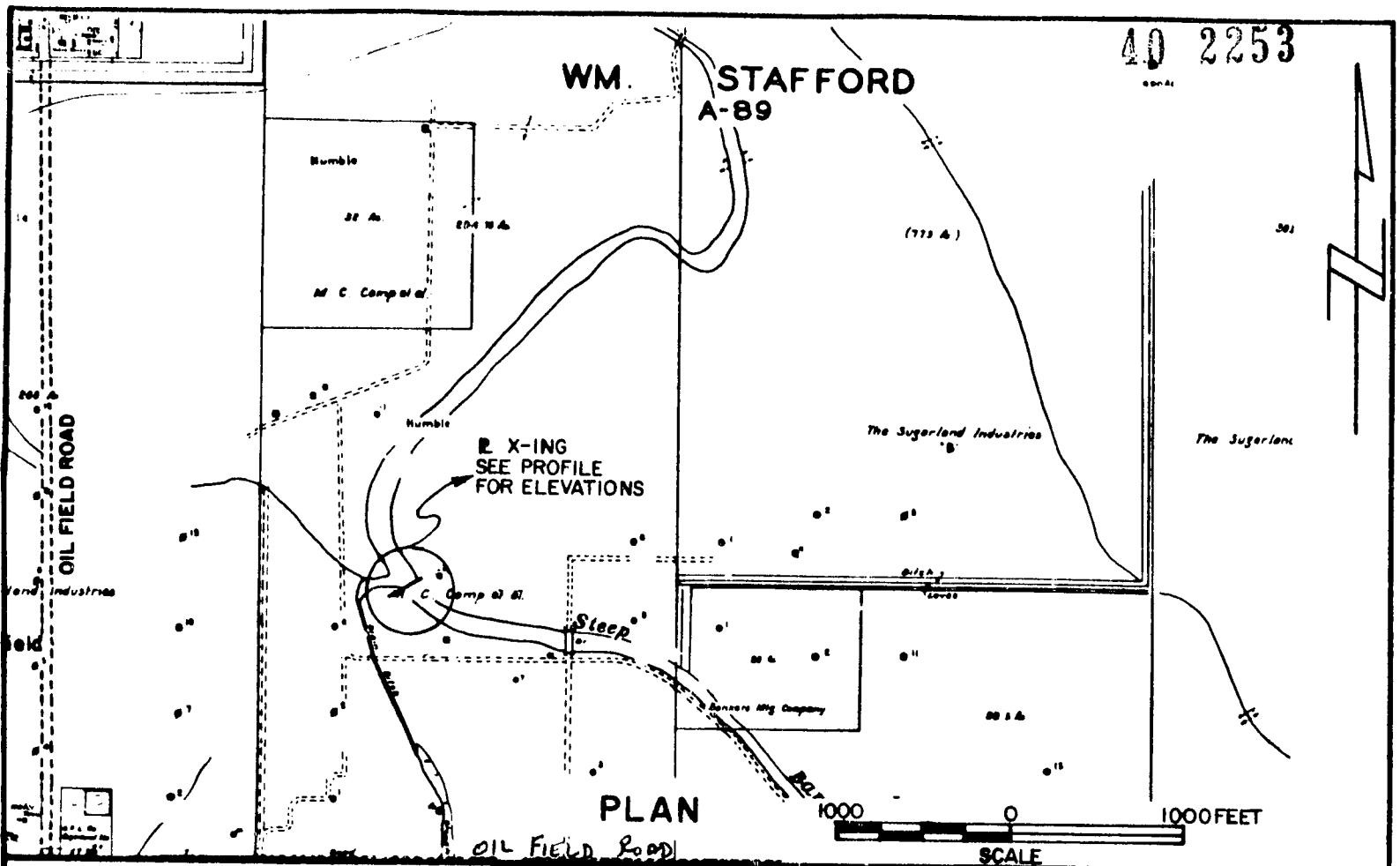
RMK/ljs

CERTIFICATE OF APPROVAL AND ACCEPTANCE

I certify on the _____ day of _____, 1984, the foregoing letter of EXXON CORPORATION was presented to the Commissioners' Court of Fort Bend County, Texas and that the Commissioners' Court did on that day duly approve the same and accept it in full satisfaction of the bond requirements of Article XX of the hereinabove-mentioned Order of the Commissioners' Court of Fort Bend County, Texas.

PEARL ELLETT, County Clerk and
Ex Officio Clerk of Commissioners'
Court of Fort Bend County, Texas.

By _____
County Clerk



CONTRACTOR				EXXON COMPANY, U.S.A. A DIVISION OF EXXON CORPORATION PRODUCTION DEPARTMENT EAST TEXAS DIVISION HOUSTON, TEXAS				PIPELINE X-ING STEEP BANK BAYOU WM. STAFFORD SURVEY A-89 M.C. CAMP NO. 23 FLOWLINE			
NO. DATE				BY CHK. APPR. MF.				SUGARLAND FIELD			
0 12-19-89				808				FT. BEND CO., TEXAS			
ORIGINAL DRAWING				REVISION				BY CHK. APPR. MF.			
JOB NO.				FIELD				SEQUENCE			
VITAL RECORD NO.				FACILITY				TYPE			
ETD 134.7				CLASS				G			
SCALE				YEAR				04			
SHOWN				1989				883			
REV.				SIZE				462			
								00			

STATE OF TEXAS
COUNTY OF FORT BEND
PERMIT NUMBER 989

40 2254
RHW FILE 82794

NAME OF PERMITTEE EXXON CORPORATION

THE ABOVE NAMED PERMITTEE APPLIED FOR A DEVELOPMENT PERMIT ON 12-5-89.
THE APPLICATION HAS BEEN REVIEWED BY THE COUNTY ADMINISTRATOR AND IT IS HIS DETERMINATION THAT THE PROPOSED DEVELOPMENT IS LOCATED WITHIN AN AREA OF SPECIAL FLOOD HAZARD. THE COUNTY ADMINISTRATOR HAS REVIEWED PLANS AND SPECIFICATIONS OF THE PROPOSED DEVELOPMENT FOR CONFORMANCE WITH THE DEVELOPMENT STANDARDS REQUIRED BY FORT BEND COUNTY FLOODPLAIN MANAGEMENT REGULATIONS. YOU ARE HEREBY AUTHORIZED TO PROCEED WITH THE FOLLOWING DESCRIBED WORK:

OIL & GAS WELL - M.C. CAMP WELL No. 23 - INCLUDES
FLOWLINE & GAS LIFT LINE

ON THE FOLLOWING DESCRIBED PROPERTY:

WM STAFFORD SURVEY, A-89, 2269' NORTH OF
OILFIELD RD. (SUGARLAND FIELD)

TO MAINTAIN COMPLIANCE WITH THE DEVELOPMENT STANDARDS OF FORT BEND COUNTY FLOODPLAIN MANAGEMENT REGULATIONS AND TO ELIMINATE OR MINIMIZE FLOOD DAMAGE POTENTIAL TO THE PROPOSED DEVELOPMENT, YOU ARE HEREBY DIRECTED TO CONSTRUCT YOUR PROPOSED DEVELOPMENT IN ACCORDANCE WITH THE FOLLOWING SPECIAL PROVISIONS CHECKED BELOW:

N/A (1) For residential structure, the lowest floor (including basement) must be elevated to feet mean sea level.

N/A (2) For non-residential structures, the lowest floor (including basement) must be elevated or floodproofed to feet mean sea level.

N/A (3) Permittee must submit a certification from a registered professional engineer, architect, or land surveyor to the floodplain coordinator verifying that the finished floor level of the residential structure has been constructed at the specified elevation.

N/A (4) For non-residential floodproofing, a registered professional engineer or architect must certify that the floodproofing methods are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood.

N/A (5) The foundation of the structure must, as a minimum, comply with the specifications attached.

N/A (6) The materials used in the structure must be from the list attached.

N/A (7) The water supply inlet and sanitary sewage outlet must have an automatic back water or back flow device installed.

N/A (8) Provide an 8-1/2" x 14" certified copy of the plot plan or as-built drawings to the County Administrator. PROVIDED, JMW

N/A (9) The lowest floor level shall be a minimum of 18" above natural ground, or the lowest floor (including basement) elevation shown in (1) or (2) above.

N/A (10) Other provisions (see attached list). ACCORDING TO
SUBMITTED DATA TO OBTAIN DITCH CROSSING PERMIT
FOR STEEP BANK CREEK (FLOWLINE). 12-5-89

Acknowledgement of conditions by permittee)

(Date)

Judge Jodie E. Stavinoha, County Administrator

By:

Sidney M. Shaver
Sidney M. Shaver, Floodplain Coordinator

12-5-89
(Date)

NOTE: (1) A COPY OF THIS PERMIT SHALL BE POSTED AT THE PROJECT SITE IN A LOCATION WHERE IT WILL BE PROTECTED FROM WEATHER AND SECURE FROM VANDALISM, AND WILL REMAIN POSTED UNTIL THE WORK IS COMPLETED. FAILURE TO POST THIS CERTIFICATE CONSTITUTES CONTEMPT OF COMMISSIONERS' COURT.

(2) A PERMIT NUMBER IS HEREBY ISSUED AND REGISTERED IN THE COUNTY ENGINEER'S OFFICE. THE PERMITTEE MAY PROCEED WITH THE DESCRIBED WORK. THIS PERMIT BECOMES FINAL WHEN ALL SPECIAL PROVISIONS LISTED ABOVE HAVE BEEN MET AND THE DOCUMENT HAS BEEN SIGNED AND DATED BY THE FLOODPLAIN COORDINATOR.

(3) "EXPIRATION DATE IS ONE (1) YEAR FROM ISSUANCE OF PERMIT"

AS PER ORIGINAL

FORT BEND COUNTY

NOTICE TO DEVELOPMENT PERMIT APPLICANT

12-5-89 12-5-89

STATE OF TEXAS :

COUNTY OF FORT BEND :

APPLICATION NUMBER 989 :

NAME OF APPLICANT EXXON CORPORATION

THE ABOVE NAMED APPLICANT APPLIED FOR A DEVELOPMENT PERMIT ON 12-5-89.
THE APPLICATION HAS BEEN REVIEWED BY THE COUNTY ADMINISTRATOR AND IT IS HIS
DETERMINATION THAT THE PROPOSED DEVELOPMENT IS LOCATED WITHIN AN IDENTIFIED
FLOOD PLAIN OF FORT BEND COUNTY.

THE COUNTY ADMINISTRATOR HAS REVIEWED PLANS AND SPECIFICATIONS OF THE PROPOSED
DEVELOPMENT FOR CONFORMANCE WITH THE DEVELOPMENT STANDARDS REQUIRED BY FORT
BEND COUNTY FLOOD PLAIN MANAGEMENT REGULATION.

BASED ON THIS REVIEW, THE COUNTY ADMINISTRATOR DEEMS IT APPROPRIATE TO:

☒ APPROVE THE APPLICATION FOR DEVELOPMENT

☐ REJECT THE APPLICATION FOR DEVELOPMENT

CONDITIONS FOR APPROVAL/REASONS FOR REJECTION ARE AS FOLLOWS:

WARNING:

The flood hazard boundary maps and other flood data used by the County
Administrator in evaluating flood hazards to proposed developments are
considered reasonable and accurate for regulatory purposes and are based on
the best available scientific and engineering data provided by FEMA. On rare
occasions greater floods can and will occur and flood heights may be increased
by man-made or natural causes. Regardless of flood zone designations and
elevation requirements, Fort Bend County requires that the lowest floor level
shall be a minimum of 18" above natural ground, or the lowest floor (including
basement) elevation shown on the development permit. Construction standards
required by Fort Bend County Flood Plain Management Regulations are the
minimum standards deemed necessary to minimize or eliminate flood damage, but
reliance on these minimum standards shall not create liability on the part of
Fort Bend County, the County Administrator or any other officer or employee of
Fort Bend County in the event flooding or flood damage occurs.

1, the undersigned applicant, do hereby:

1. ☒ acknowledge the warning and disclaimer of liability of the County;
2. ☒ agree with the conditions of permit approval;
3. ☒ agree to construct my development in strict compliance with the
specified conditions once a permit has been issued;
4. ☒ agree to provide certifications or work as may be required;

OR

5. ☐ disagree with the reasons for rejection of my application and desire
to make a formal appeal to the Fort Bend County Commissioners' Court;
6. ☐ disagree with the conditions for approval of a development permit and
desire to make a formal appeal to the Fort Bend County Commissioners'

Court.

[Signature]
(Signature of Applicant)

12-5-89
(Date)

Judge Jodie E. Stavinoha,
County Administrator

By: [Signature]
Sidney M. Shaver
Flood Insurance Coordinator

Copy to Commissioners' Court

DEVELOPMENT PERMIT APPLICATION FORM

40 2256

STATE OF TEXAS :

COUNTY OF FORT BEND :

APPLICATION NUMBER 989 :1. NAME OF APPLICANT: Exxon CorporationMAILING ADDRESS: P. O. Box 4697Houston, Texas 77210-4697PHONE NUMBER 713/775-6940NAME OF OWNER (IF DIFFERENT): Exxon Corporation (50%) and M. C. Camp Heirs
(50%) c/o William G. BodmanADDRESS OF OWNER: 3550 Via Los Colorados, Lafayette, California 94549

2. LOCATION OF PROPERTY (complete as appropriate)

If located in a subdivision:

N/A

(Name of Subdivision) (Section No.) (Block No.) (Lot No.)

OR If NOT located in a subdivision:

Wm. Stafford Survey, A-89 (Sugarland Field) 294.75 Acres

(Name & No. of Survey/Abstract) (Acreage)

2269' North of South Line and 4540' East of West Line of Wm. Stafford
Survey; also 320' West of East Line and 2284' North of South Line of(Location Description - attach a vicinity map) M. C. Camp Lease; also 442'North-Northwest of Camp Well No. 8 and 339' North-Northeast of Camp Well

3. NATURE OF PROPOSED CONSTRUCTION (Check and complete as appropriate) No. 17

- () Residential () Non-Residential (X) Other (oil and gas drilling)
() Alteration of Natural Waterway or Drainage Course
() Placement of Fill

4. DESCRIPTION OF PROPOSED CONSTRUCTION (Check and complete as appropriate)

- () New Construction () Substantial Improvement to Existing Structure
() House () Mobile Home () Non-Residential _____
(Specify)

() Commercial _____

(Name and Type of Business)

(X) Other Oil & Gas Well - M. C. Camp Well No. 23 and including Flowline
and Gas Lift Line

5. APPLICANT WILL PROVIDE ONE COPY OF PLANS AND SPECIFICATIONS OF THE PROPOSED CONSTRUCTION.

FOR USE BY COUNTY ADMINISTRATOR

IS THE PROPERTY LOCATED IN AN AREA OF SPECIAL FLOOD HAZARD? () YES () NO

IS ADDITIONAL INFORMATION REQUIRED? () YES () NO

ARE OTHER FEDERAL, STATE OR LOCAL PERMITS REQUIRED? () YES (X) NO

ARE OTHER COUNTY REGULATIONS REQUIRED: () SEPTIC SYSTEM PERMIT,

() RIGHT OF WAY PERMIT, () OTHER: _____

() EXEMPTION CERTIFICATE ISSUED

(X) PERMIT APPLICATION APPROVED

() PERMIT APPLICATION REJECTED

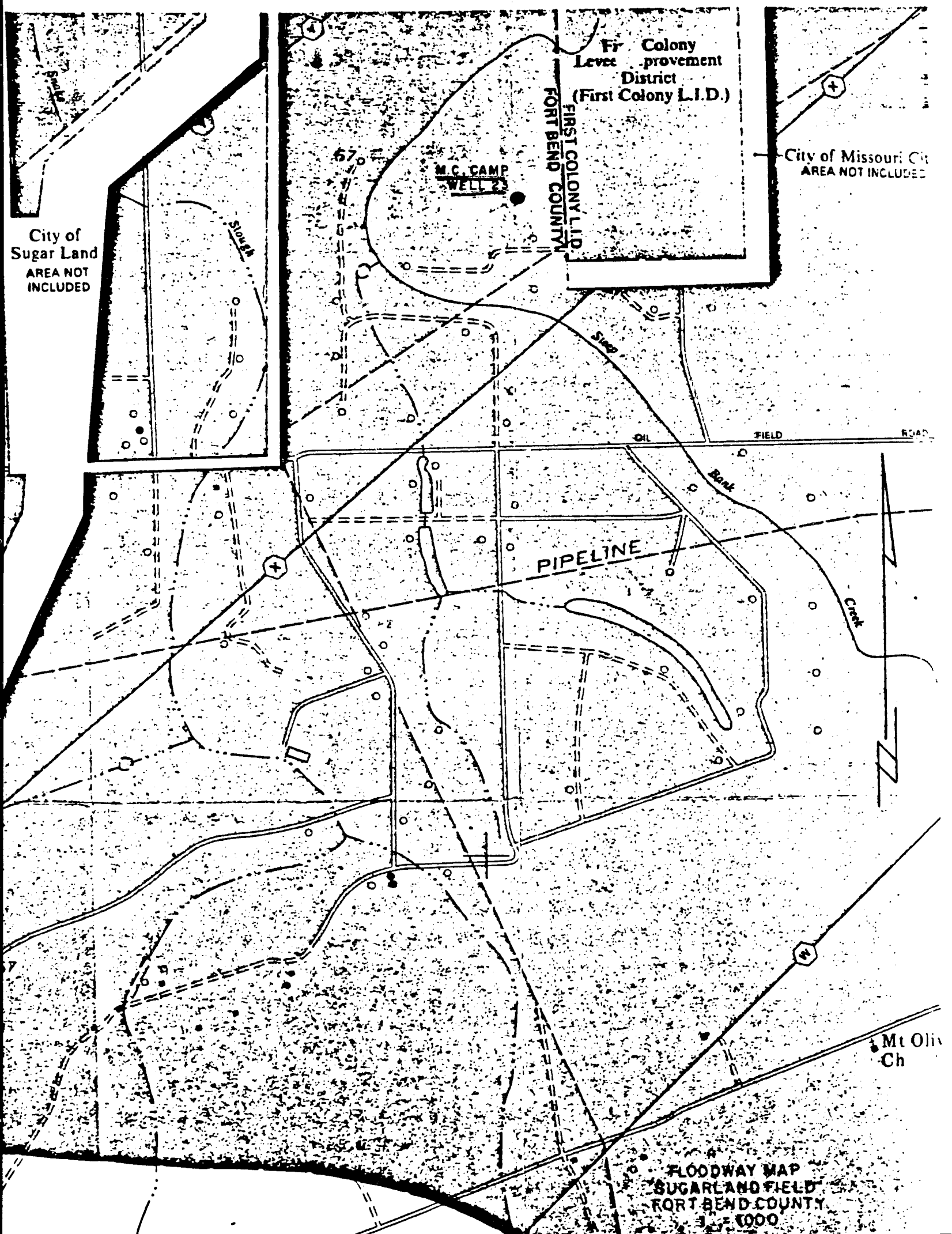
(X) DEVELOPMENT PERMIT ISSUED

DATE 12-5-89CENSUS TRACT 708
PCT. # 2

JUDGE JUDIE E. STAVINOH, COUNTY ADMINISTRATOR

BY: Sidney M. Shaver, Flood Insurance Coordinator

AS PER ORIGINAL



40 2258

AS PER ORIGINAL



TO HIGHWAY 6

280 A
15 P

1" = 500'
Sugarland
GL Sys.

Sugarland Industries

METER
SITE 3

M. C. Campbell

Jr. No.

294 75 Ab

EXXON

M.C. Camp #23

Al. Line

Crossing

Sleep

Bombardier Mfg. Company

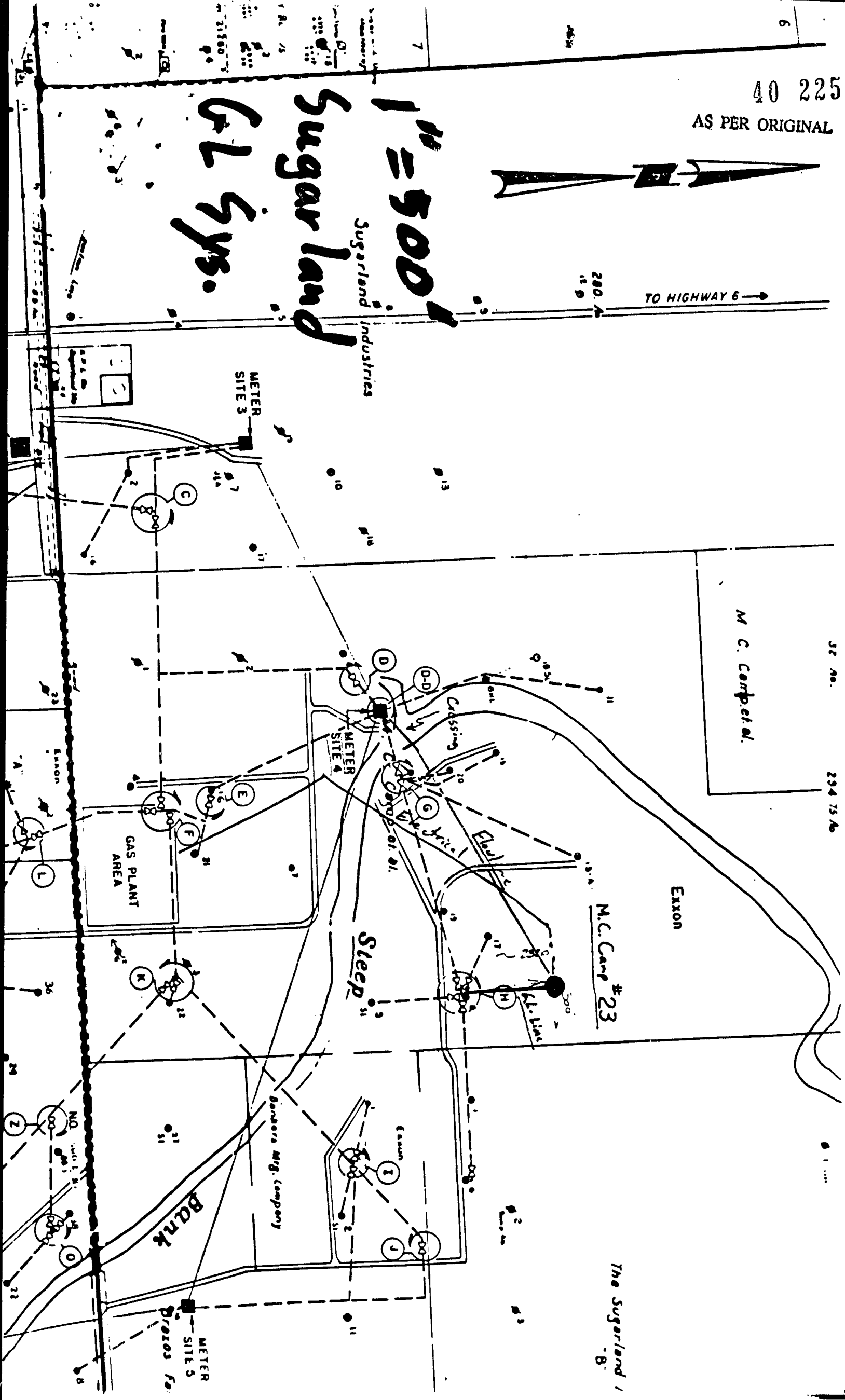
Bank

GAS PLANT
AREA

METER
SITE 5

Dracos Fe

The Sugarland
-B-



new trailer mounted rubberized asphalt tar kettle for pothole patching and Public Employees Blanket Bond Insurance.

25. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS (FM-762 BRIDGE PROJECT) AS AUTHORIZED BY ART. 6252-17, SEC. 2 (F), VICS AND CONSIDER ACTION:

Met in Closed Session.

No action taken.

26. 1:30 P.M.- OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) BIG CREEK BYPASS CHANNEL CONSTRUCTION (#90-020); (2) CONTRACT FOR REFUSE REMOVAL AT PCT. 2 FACILITY, ARCOLA (#90-021):

Postponed

26. APPROVE BILLS:

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

27. ADJOURNMENT:

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

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR
1990

On this the 15th day of January, 1990 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

[Handwritten signatures of County Judge and Commissioners Precincts 1-4]

Now, therefore, be it resolved upon the motion of Commissioner _____,
Seconded by Commissioner _____, duly put and carried, it is ordered
that the bills be approved as presented by Robert Grayless, County Auditor.

***** APPROVED *****

[Handwritten signature of Robert Grayless]
County Auditor

Date: 1/15/90

Time Reconvened: _____

Time Adjourned or Recessed: _____

CERTIFICATE OF LEGALITY AND AUTHENTICITY

FOR MICROFILM RECORDS

COMMISSIONERS COURT MINUTES OF

FORT BEND COUNTY, TEXAS

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

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

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

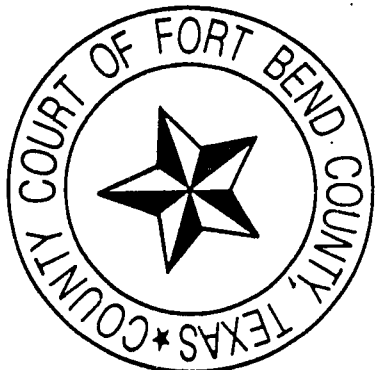
COMMISSIONERS COURT MINUTES

FILMED ON MARCH 13, 1990

STARTING WITH
FILM CODE NO. 90 vol.40 pg.2065

ENDING WITH
FILM CODE NO. 90 vol.40 pg.2260

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS



BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY