FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 14 DAY OF MARCH, 19 90.

STARTING WITH VOLUME NUMER 41 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, JANUARY 22, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 15, 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. Canvass returns and declare results of January 20th WCJC annexation election.

7. Consider selecting financial advisor for Library bond project.

8. Consider appointments to Library Board of Trustees.

9. Sheriff Perry Hillegeist, re: (1) consider approving resolution in support of grant application for D.A.R.E.; (2) consider approving contract with Southwestern Bell Telephone for new commission rate on pay telephones; (3) accept forfeited vehicle, a 1989 Chevrolet Suburban, VIN-1GNER16KF13005.

10. Kathy Hynson, County Treasurer, re: request to reissue refund check voided in 1987.

11. Marsha Gaines, Tax Assessor/Collector, re: (1) consider accepting architectural contract for east-end annex; (2) request approval of job grade changes.

12. Consider approving resolution and order authorizing closure of Canal Rd., Skinner Lane & Farmer Rd. crossing Grand Parkway right-of-way.

13. Approve dues in the amount of $100 to the South Texas County Judges & Commissioners Assn.

14. Set public hearing to consider accepting Foster Creek Rd. into the County road maintenance system in Pct. 3.

15. Consider data processing RFP's.

16. Consider application from Prime Cable to lay cable under/along Brandon Ct., Court of St. Jude, Oakland Dr. & Elkins Rd., Pct. 4; and Lexington Blvd. & Brenner Ct., Pct. 3.

17. Consider accepting replacement bonds from Sugarland Properties, Pct.4.

18. Consider approval of First Colony Tract 13A plat, Pct. 4.

19. Consider renewing E.M.S. mutual aid agreement with Austin County.

20. Consider purchasing 1 or more cardiac monitor/defibrillator for E.M.S.

21. Consider declaring void the contract with Home Works Etc for janitorial service to Courthouse Complex and other County Buildings effective 1-22-90 and apply performance deposit to expense of such action; and consider awarding contract to next low bidder. (Bid #90-014).

22. Authorize advertising for bids for the following: (1) Renovation of District Clerk's office; (2) 3/4 ton pickup trucks; (3) Specification chip rock road material; (4) Maintenance contract for laser printers; (5) Magnetic card gasoline accounting system.

23. Meet in Closed Session to discuss litigation (unplatted subdivisions - Karaugh, Sec. 1&2, & West Park Lakes, Pct. 3), as authorized by Art. 6252-17, Sec. 2(e), VTCS and consider taking action.

24. 1:30 p.m. - Open and consider bids for the following: (1) Big Creek bypass channel construction (#90-020); (2) Contract for refuse removal, Pct. 2 facility, Arcola (#90-021).

25. Approve bills.

~~26.~~ 26. Adjournment.

~~25.~~ 27. Drainage

28. Road District #1

FILED FOR RECORD
TIME 3:00 ~~A.M.~~ P.M.
JAN 18 1990
Diane 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, January 18, 1990 at 3:10 p.m. by Joanne Hindley.

~~26~~ 27

41 0004

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
JANE LONG ANNEX, RICHMOND, TEXAS
MONDAY, JANUARY 22, 1990
11:00 O'CLOCK A.M.

1. Request approval to advertise for bids for one or more truck and truck-mounted herbicide applicator(s).

2. Consider approval of proposal for soils investigation on Big Creek bypass structures as recommended by Van Sickle, Mickelson & Klein, Inc.

3. Review monthly report.

4. Adjournment.

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

JAN 18 1990

Diane 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, January 18, 1990 at 3:10 p.m. by Donna Lindsey.

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, January 22, 1990, at 10:30 a.m. in the Commissioners Courtroom on the 1st Floor of the Jane Long Annex, 500 Jackson, Richmond, Texas 77469 for the following purposes:

1. Approve minutes.

2. Consider and possibly take action on an order canvassing returns and declaring results of Fort Bend County Road District No. 1 bond election.

3. Consider and possibly take action on an order calling a hearing on a plan of taxation for Fort Bend County Road District No. 1.

4. Receive information on the status of the Fort Bend Parkway.

5. Adjournment.

FILED FOR RECORD
TIME 3:00 A.M. P.M.
JAN 18 1990
Diane 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, January 18, 1990 at 3:10 p.m. by Pamela Hundley.

SPECIAL SESSION

BE IT REMEMBERED That on this 22ND day of JANUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session 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 LUITS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK

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

Letter from Fort Bend District Judges was presented to the Court, recommending that office Suite 102 be set aside for the use of the Title 4D Master.

1. APPROVE MINUTES OF MEETING OF JANUARY 15, 1990:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of January 15, 1990 with corrections to #7, 8, 9, 12, 16, 20.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

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

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve maintenance agreement with INTELLIGENT OFFICE SYSTEMS for Precinct #3 and BETA DISTRIBUTORS for Data Processing.

6. CANVASS RETURNS AND DECLARE RESULTS OF JANUARY 20TH WCJC ANNEXATION ELECTION:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the following results of January 20th WCJC Annexation Election:

FOR - 784
AGAINST - 2054

A

41 0007

C. A. DICKERSON
DISTRICT JUDGE
240TH JUDICIAL DISTRICT
FORT BEND COUNTY COURTHOUSE
RICHMOND, TEXAS 77469
342-3411

January 9, 1990

The Honorable Jodie E. Stavinoha, County Judge
The Honorable R. L. "Bud" O'Shieles
The Honorable Ben Denham
The Honorable Alton Pressley
The Honorable Bob Lutts

Gentlemen:

The Board of District Judges recommends that office Suite #102 in the Fort Bend County Courthouse be set aside for the use of the Title 4D Master; that such use not interfere with the use of Suite #102 by visiting court judges.

It is further recommended that the use of this space is to continue until a new District Judge should be appointed or elected, at which time said use shall cease.

Yours truly,

C. A. Dickerson

C. A. Dickerson
Administrative Judge
Judge of the 240th Judicial District

Thomas O. Stansbury
Judge of the 328th Judicial District

Brady G. Elliott
Judge of the 268th Judicial District

RECEIVED
JAN 12
COUNTY JUDGE

41 0008 4

JAN 18 1990

COUNTY JUDGE

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:

Ron D. Drachenberg, P.E.,R.P.S.

DATE OF DEPARTURE: 2/21/90

DATE OF RETURN: 2/23/90

DESTINATION: College Station

PURPOSE OF TRIP: Attend the Solid Waste Energy Conference.

MODE OF TRANSPORTATION: Personal vehicle.

****

DEPARTMENT HEAD APPROVAL: Ron D. Drachenberg, P.E.,R.P.S./Engineering
Name & Department

DATE: 1/18/90

Ron D. Drachenberg
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 1/22/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0009

COUNTY J...

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:

Linda Dillard

Ollie Gean Whatley

DATE OF DEPARTURE: March 13, 1990

DATE OF RETURN: March 13, 1990

DESTINATION: Ramada Hotel Galleria West, Houston, TX

PURPOSE OF TRIP: To attend seminar entitled "Leadership Skills for Women Managers and Supervisors".

MODE OF TRANSPORTATION: personal auto

****

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

DATE: 1-18-90

R. S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 1/22/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

RECEIVED
JAN 16 1990
COUNTY JU[illegible]

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 Mike Jackson and Deputy Don Shrum

Period: Date of Departure June 7, 1990 P.M.

Date of Return June 9, 1990 P.M.

Purpose of Trip: to attend the Second Annual T.D.O.A. Conference

Places to be Visited: Austin, Texas

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

Name

1/12/90
Date

Sheriff
Title

* *

Approved: Commissioners' Court

County Judge

1/22/90
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

RECEIVED
JAN 16 1990
COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

Pam Wittneben

Judy Harms

Period: Date of Departure February 15, 1990

Date of Return February 16, 1990

Purpose of Trip: State Property Tax Board - 11th Annual Conference

Places to be Visited: Austin, Texas

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

Name

January 15, 1990
Date

Tax Assessor/Collector
Title

* *

Approved: Commissioners' Court

County Judge

1/22/90
Date

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

FORT BEND COUNTY
TRAVEL AUTHORIZATION

41 0012
JAN 16 1990
COUNTY

TO: COMMISSIONERS COURT

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

DEBBIE KAMINSKI

DATE OF DEPARTURE: MAY 2, 1990

DATE OF RETURN: MAY 4, 1990

DESTINATION: THE UNIVERSITY OF TEXAS AT AUSTIN

PURPOSE OF TRIP: PUBLIC PURCHASING LAW

MODE OF TRANSPORTATION: PERSONAL VEHICLE

****

DEPARTMENT HEAD APPROVAL: JOHN J. HAMMETT PURCHASING
Name & Department

DATE: 1-16-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 1/22/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0013

IOS
Intelligent Office Systems

1650 W. Sam Houston Parkway N.
Houston, Texas 77043
(713) 973-0335

SERVICE INVOICE NUMBER 9309

SOLD TO: Fort Bend County Pct. #3
1809 Eldridge Rd.
Sugar Land, Tx. 77478

SHIPPED TO:

CUSTOMER ORDER NO.	TERMS	INVOICE DATE	SOLD BY
	NET DUE ON RECEIPT All accounts not paid after 30 days will accrue finance charges of 1.5% per month	1/17/90	Arthur

METER READING	SERVICE REQUEST	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
53087	Tech				
MODEL NO. 5010	SERIAL NO. 0726103690	1	Renewal of Existing		$575.00
SYMPTOM/COMPLAINT ADF JAMS			30K S.M.A.		
WORK PERFORMED					
			Start date 9/1/89 Stop date 9/1/90		
PM			Start meter 53087 Stop meter 83087		
			Customer has 4 Towers		

	START	STOP	ELAPSED			
				hrs.	Labor	
OFFICE REPAIR TIME	10:35	12:10		hrs.	Sub Total	
TRAVEL TIME				hrs.	Tax	
					Total Due	$575.00

CUSTOMER SIGNATURE: Joanne Skeen

7. CONSIDER SELECTING FINANCIAL ADVISOR FOR LIBRARY BOND PROJECT:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve LOVETT, UNDERWOOD, NEUHAUS & WEBB, INCORPORATED as financial advisor for Library Bond Project.

8. CONSIDER APPOINTMENTS TO LIBRARY BOARD OF TRUSTEES:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to re-appoint LOIS LICHLITER of Sugar Land for two year to the Library Board of Trustees.

Moved by Judge Stavinoha, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to re-appoint CHERYL KNOX of Missouri City and appoint LEONARD BAILEY of Missouri City for a three year term to the Library Board of Trustees.

9. SHERIFF PERRY HILLEGEIST, RE: (1) CONSIDER APPROVING RESOLUTION IN SUPPORT OF GRANT APPLICATION FOR D.A.R.E., (2) CONSIDER APPROVING CONTRACT WITH SOUTHWESTERN BELL TELEPHONE FOR NEW COMMISSION RATE ON PAY TELEPHONES; (3) ACCEPT FORFEITED VEHICLE, a 1989 CHEVROLET SUBURBAN, VIN-1GNER16KF13005:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve resolution in support of grant application for D.A.R.E. as requested by Sheriff Perry Hillegiest. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve contract with Southwestern Bell Telephone for new commission rate on pay telephones. As requested by Sheriff Perry Hillegiest. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept forfeited vehicle, a 1989 Chevrolet Suburban, VIN-1GNER16KF13005 as requested by Sheriff Perry Hillegiest. (Recorded in minutes in full)

10. KATHY HYNSON, COUNTY TREASURER, RE: REQUEST TO REISSUE REFUND CHECK VOIDED IN 1987:

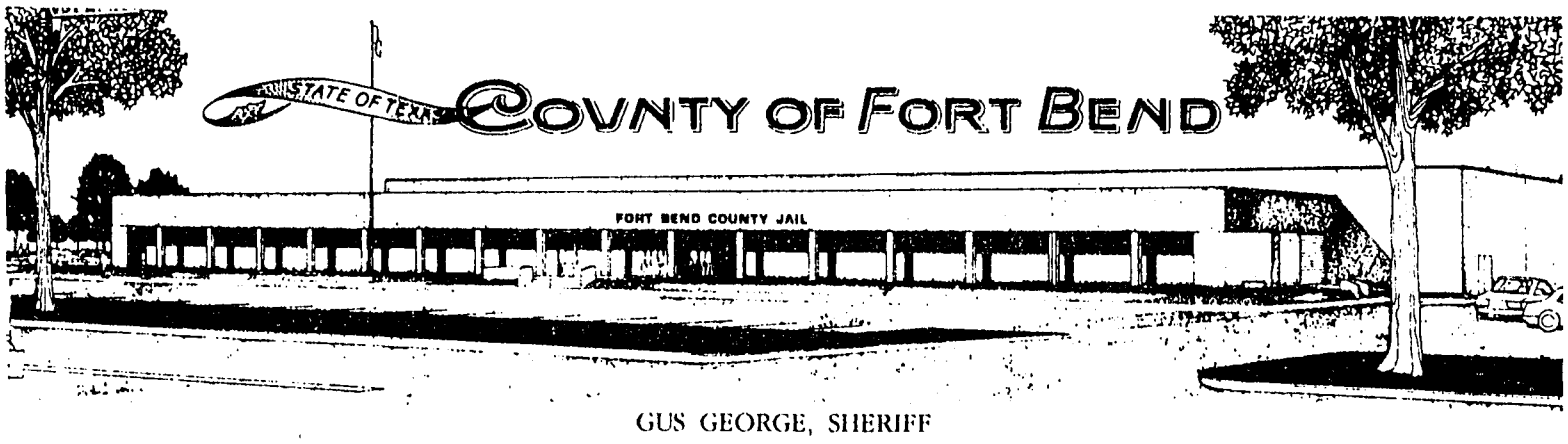
Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reissue refund check in the amount of $7.97 to Mr. D. Sanchez and $361.80 to Stewart Title. (Recorded in minutes in full)

11. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: (1) CONSIDER ACCEPTING ARCHITECTURAL CONTRACT FOR EAST-END ANNEX; (2) REQUEST APPROVAL OF JOB GRADE CHANGES:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and carried, with Commissioner Pressley voting no, it is ordered to authorize architectural contract for east-end annex with Knauth & Assoc., with all changes requiring approval by County Engineer as presented by Marsha Gaines, Tax Assessor/Collector and Ann Knauth, Architect.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize approval of job grade changes for Tax Assessor/Collector. (Recorded in minutes in full)

9(1) 41 0015



GUS GEORGE, SHERIFF

January 15, 1990

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, January 22, 1990.

Consider the attached resolution for support of the Grant Application for D.A.R.E.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Perry R. Hillegeist, Jr.
Sheriff

PRH/rc

cc. Dianne Wilson, County Clerk
Robert Grayless, County Auditor
Kathy Hynson, County Treasurer

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

RESOLUTION

FORT BEND COUNTY COMMISSIONERS COURT

WHEREAS, the Fort Bend County Commissioners Court recognizes the severe problem faced by our nation regarding the illegal drug problem in general, and the impact of this problem upon our young people, in particular, and;

WHEREAS, our schools are becoming more and more a target of those who would sell these illegal drugs to our children, and;

WHEREAS, the mission of the Drug Abuse Resistance Education program is to directly assist children in their ability to resist the temptation of illegal drugs and associated peer pressure in our schools and in their lives.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Fort Bend County, upon motion by Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, supports the grant application for the funding of two deputies of The Fort Bend County Sheriff Department to work with the D.A.R.E. project in our schools.

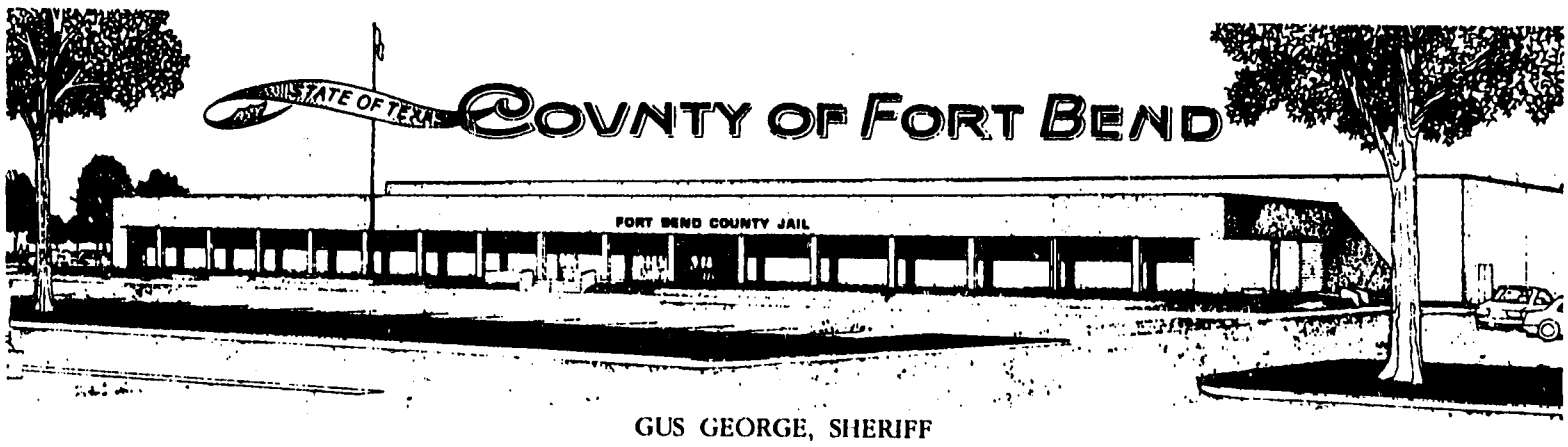
PASSES AND APPROVED this 22nd day of January, 1990.

FORT BEND COUNTY COMMISSIONERS COURT

BY Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk



GUS GEORGE, SHERIFF

January 15, 1990

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, January 22, 1990.

Request Commissioners Court to authorize and approve the attached Southwestern Bell Telephone Company Contract which allows the Fort Bend County Jail to qualify for a 25% commission rate on Inmate telephones. This will mean an increase in revenues from approximately $49,178 to approximately $82,028 annually. By the execution of the agreements on the Public Coin telephones at the Fort Bend County Sheriff Department, the commission rates will increase approximately $3,400 annually.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Perry R. Hillegeist, Jr.
Sheriff

PRH/rc

cc. ✓Dianne Wilson, County Clerk
Robert Grayless, County Auditor
Kathy Hynson, County Treasurer

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

9 12 41 0018

AS PER ORIGINAL

SOUTHWESTERN BELL TELEPHONE COMPANY
PUBLIC TELEPHONE LICENSE AGREEMENT

Southwestern Bell Telephone Company, (hereinafter referred to as "SWBT") and County of Ft. Bend (hereinafter referred to as "Licensor") hereby mutually agree as follows:

1. Licensor hereby grants to SWBT a license to install and maintain public telephone equipment at the Licenso premises at the address(es) shown below or on the attached exhibit which is incorporated herein by this reference ("Licenso premises").

2. SWBT agrees to install and maintain, on the Licensor's premises, public telephone equipment and furni service to the public over such equipment subject to the terms hereof the tariffs of SWBT, as such tariffs now exist or a modified in the future.

3. SWBT also agrees, subject to its tariffs and the terms of this Agreement, to install and maintain, at the Licensor premises, additional public telephone equipment and service as requested when in the judgement of SWBT the same a needed to meet the demands for service at the particular location.

4. Subject to the terms and conditions hereof, this Agreement shall be in effect for an initial period of 2 year commencing on February 4, 1990 ("the Effective Date").

5. This Agreement shall be extended on a year-to-year basis unless either party notifies the other in writing at lea 30 days prior to the end of the initial term or a subsequent year-to-year term.

6. If the performance of this Agreement or of any obligation hereunder, is interfered with by reason of ar circumstances beyond the reasonable control of the party affected, including without limitation, fire, explosion, power failure acts of God; war or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or leg body; then the party affected shall be excused from such performance to the extent of such interference (and this other par shall likewise be excused from performance of its obligations) provided that the party so affected shall use reasonable efforts remove such causes of non-performance. If such removal is not affected within 60 days, the other party may terminate th Agreement without penalty.

7. If Licensor requests that the public telephone equipment be removed from its premises or in any other fashic terminates this Agreement, other than because of the expiration of the term, a condition as set forth in paragraph 6 above, failure or termination of Licensor's business at that particular location, then liquidated damages shall apply as specified paragraph 8 below. SWBT may remove its public telephone equipment at any time when in its sole judgement sufficient usag does not warrant the continuance of the public telephone service at Licensor's premises.

8. Because Licensor's termination of this agreement will cause serious and substantial damages to SWBT and it difficult to ascertain the exact amount of such damages, if such termination occurs the Licensor agrees to pay to SWB liquidated damages, which will be calculated by multiplying the average monthly revenue of each of the pay telephones durin the term of this agreement by the number of months remaining in the agreement minus 20 percent for expense savings. Th parties have agreed upon this sum as an attempt to make a reasonable forecast of the actual loss because of the difficulty c estimating exactly the damages that will result.

9. Public telephones are installed primarily for the use of the general public in making outgoing calls, and th Licensor agrees to subscribe to other telephone service as is necessary for the operation of the business. The public telephon equipment and services are supplemental to the Licensor's other telephone services, and the public telephone numbers will nc be listed in the directory, nor shall the Licensor be permitted to advertise such public telephone numbers or use such publi telephone service to receive incoming calls.

10. Commissions will be paid as outlined below and will be based on all SWBT local, intralata, operator assistanc and credit card revenues generated by the public telephone equipment. Commissions shall be based on both coin and non-coin company revenues. Non-coin commissions will be calculated monthly while coin commissions will be calculated accordin to the coin collection schedule for the public telephone involved.

Daily Average Revenue Per Phone	Coin % Commission	Non-coin % Commission
$0.00 - 2.00	0	15
$2.01 - 4.00	17	15
$4.01 - +	18	15

11. The Licensor agrees to provide suitable space for the public telephone equipment and proper light and hea therefor if applicable, keep premises around the public telephone equipment clean and to permit the public to use th equipment and to display conspicuously any sign or signs provided by SWBT.

12. The telephone equipment, apparatus and lines furnished hereunder shall be carefully used and no apparatus o appliance not furnished by SWBT shall be attached or connected thereto.

13. The equipment, instruments and lines on the Licensor's premises, furnished hereunder by SWBT for use by th public shall be and remain the property of SWBT, whose agents and employees have the right to enter said premises at an reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment, instruments and lines or fc the purpose of making collection from its coin boxes and, upon termination of the service, for the purpose of removing suc equipment, instruments and lines.

14. The Licensor agrees that no liability shall attach to SWBT by reason of any defacement or damage to th undersigned's premises resulting from the existence of SWBT's equipment or by SWBT or its employees. If the publi telephone equipment and/or facilities are willfully damaged or destroyed by the Licensor or by the Licensor's employees, shall be the responsibility of the Licensor to pay SWBT's cost of restoring services.

15. Licensor agrees to promptly report to SWBT any misuse, destruction or vandalism relating to the equipment

16. Each party warrants to the other party that it has the right to enter into this Agreement. Licensor, if not th owner of the premises, warrants it has the full right and authority to authorize the installation of public telephone equipment a the Licensor's premises.

17. Each party shall defend, release, indemnify and hold the other party, its employees and agents harmless from any claims, damages and actions arising out of this Agreement alleged to be caused, in whole or in part, by the negligence o the other party.

18. Except as specified in paragraphs 7 and 8 above, NO LIABILITY SHALL ATTACH TO SWBT FOR INTERRUPTION OF SERVICE FROM ANY CAUSE, NOR SHALL ANY LIABILITY IN ANY OTHER CASE ATTACH TC SWBT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING LOST STATION REVENUES, LOSS OF PROFITS OR OTHER COM MERCIAL OR ECONOMIC LOSS ARISING OUT OF (1) THE PERFORMANCE OF THIS AGREEMENT INCLUDING WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR (2) A DEFECT OR FAIL URE IN SERVICE OF PUBLIC TELEPHONE EQUIPMENT PROVIDED HEREUNDER.

LICENSOR HEREBY RELEASES SWBT FROM ANY LIABILITY TO LICENSOR ARISING FROM, OUT OF OR ON ACCOUNT OF ANY INTERRUPTION IN TELEPHONE SERVICE FROM THE PUBLIC TELEPHONE EQUIP MENT PROVIDED HEREUNDER.

The above and foregoing are hereby agreed to and accepted and approved by the parties. Said License Agreement is deemec effective as of the Effective Date listed above.

SOUTHWESTERN BELL
TELEPHONE COMPANY

By _____

Title Account Executive

Address 8803 Brae Acres
Houston, Texas 77074

Date _____

Location Addresses See Attached
(If Multiple)

Telephone Numbers See Attached

FORT BEND COUNTY
NAME OF LICENSOR

CORPORATION, PARTNERSHIP OR PROPRIETORSHIP
(Circle One)

See Attachment A
LOCATION(S) OF PUBLIC TELEPHONE

1-74-6001969-2
TAXPAYER IDENTIFICATION NO.
(Required To Be Furnished Under Authority of Law)

By Judith E. Stavinoha

Title County Judge

Address P. O. Box 368
(If Different From Above)
Richmond, Texas 77469

Date January 22, 1990

Retention Period _____

Retain Until _____

AS PER ORIGINAL

ATTACHMENT A

ADDRESS	TELEPHONE NUMBER
1001 GOLFVIEW	232-8011 232-8980
309 S. 4TH	232-8030 232-8061 232-8214 232-8229 232-8261 232-8262
500 JACKSON	232-8068 232-8076 232-8079 232-8138 232-8196 232-8965 232-8971
301 JACKSON	232-8163
1410 RANSOM	232-8164 232-8250 232-8905
118 LEGION	232-8934
307 FORT	232-8947

SOUTHWESTERN BELL TELEPHONE COMPANY
STATE LICENSE AGREEMENT FOR PLACEMENT OF
INMATE TELEPHONE EQUIPMENT

This Agreement is made as of January 22, 1990 between COUNTY OF FT BEND (hereinafter referred to as"Licensor") a GOVERNMENT corporation and Southwestern Bell Telephone Company (hereinafter referred to as "SWBT") a Missouri corporation with its principal place of business at 1010 Pine St., St. Louis, Missouri 63101. Licensor and SWBT hereby agree to the following terms and conditions:

I. Term of Agreement

Subject to the terms and conditions hereof, this Agreement shall be in effect for an initial period of two (2) years, commencing on FEBRUARY 5, 1990 ("the Effective Date").

II. Inmate Telephone Equipment and Service

(a) Locations and Placement of Equipment and Service

Licensor hereby grants to SWBT a license to install and maintain inmate telephone(s) and associated equipment, including inmate telephones, enclosures, associated wiring and hardware (hereinafter collectively referred to as "Inmate Telephone Equipment") at those of Licensor's specified location(s) as set out in Schedule A, attached hereto and incorporated herein, within SWBT's service area (hereinafter referred to as "Location[s]").

Upon mutual agreement between Licensor and SWBT, Location(s) may be moved, added to or deleted from Schedule A; provided, however, Licensor may, at no charge, delete any Location(s) where it has ceased inmate incarcerations by advance written notice of same to SWBT. Any addition, regardless of date, to Schedule A during the term of this Agreement shall automatically expire on the same date as the expiration or termination date of this Agreement, as set forth in Section I, or, if the term is extended, as set forth in Section VIII.

The total cost of all such installations, including, but not limited to, installation charges, materials and labor cost, shall be borne by SWBT unless SWBT has an approved tariff which imposes a charge for Licensor's change from one primary interexchange carrier to another, in which case Licensor shall bear that cost and all other costs shall be borne by SWBT. Inmate Telephone Equipment shall remain the property of SWBT.

AS PER ORIGINAL

(b) Remuneration

SWBT will pay the Licensor a commission at the rate of twenty-five percent (25%) local and intraLATA revenue at Licensor's location(s). Any increase in the commission rate paid by SWBT to any other SWBT customer similarly situated as Licensor shall be paid to Licensor during the term of this Agreement provided Licensor meets SWBT's then current qualification requirements.

(c) Maintenance

SWBT shall maintain its Inmate Telephone Equipment in proper working order. Service calls shall be made by SWBT within twenty-four (24) hours of the reported problem, exclusive of Saturdays, Sundays and holidays. Repair and replacement requests made on Saturday, Sunday or holidays will be made by SWBT within twenty-four (24) hours after the following work day of the reported problem.

(d) Termination

In the event either party defaults in its obligations hereunder, the other party shall promptly notify such party of the default in writing. If the party in default fails to remedy such default within fifteen (15) days after receipt of such notice, or if such default is of a character requiring more than fifteen (15) days to cure and the party in default shall fail to commence to do so within fifteen (15) days of receipt of such notice and thereafter diligently proceed to cure such default, the other party may cancel and terminate this Agreement.

III. Licensor's Obligations

(a) Condition of Premises

Licensor shall provide the space for the Inmate Telephone Equipment, provide proper light and heat therefore, keep the premises around the Inmate Telephone Equipment clean and the Inmate Telephone Equipment readily accessible.

(b) No Attachment

Licensor shall not attach or connect any apparatus or appliance to the telephone unless such apparatus or appliance is provided by SWBT.

AS PER ORIGINAL

(c) Vandalism

Licensor shall report to SWBT any misuse, destruction, damage or vandalism to the Inmate Telephone Equipment at its Location(s) as soon as practicable after Licensor learns of, discovers or has reason to know about such event.

(d) Damage to Inmate Telephone Equipment

The Licensor agrees that no liability shall attach to SWBT by reason of any defacement or damage to its premises resulting from the existence of SWBT's equipment or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of SWBT or its employees.

IV. Authority to Contract

Each party warrants to the other party that it has the right to enter into this Agreement and to authorize the installation of Inmate Telephone Equipment. Licensor warrants it has the full right and authority to enter into this Agreement. Each party shall defend, release, indemnify and hold the other party, its employees and agents harmless from any claims, damages and actions arising out of this Agreement caused by said parties lack of the aforesaid authority.

V. Advertising/Publicity

Neither party shall publish or otherwise distribute, without the other party's written approval, any advertising, sales promotions, press releases and other publicity matters wherein the other party's names or marks are mentioned or language from which the connection of said names or marks herewith may be inferred or implied.

VI. Indemnification and Liability

NO LIABILITY SHALL ATTACH TO SWBT FOR INTERRUPTION OF SERVICE FROM ANY CAUSE, NOR SHALL ANY LIABILITY IN ANY OTHER CASE ATTACH TO SWBT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING LOST STATION REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF (1) THE PERFORMANCE OF THIS AGREEMENT INCLUDING, WITHOUT LIMITAITON, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM OR (2) A DEFECT OR FAILURE IN SERVICE OR INMATE TELEPHONE EQUIPMENT PROVIDED HEREUNDER.

AS PER ORIGINAL

VII. Right of Access

Licensor shall permit employees or contractors of SWBT reasonable access, at no charge, to the Location(s) and any associated equipment or terminal areas in connection with any and all work hereunder, including, but not limited to, installation, inspection, maintenance, or removal of equipment. Licensor shall not require waivers or releases of any personal rights from employees or contractors of SWBT in connection with such visits to the Location(s).

Whenever SWBT ceases to provide Inmate Telephone Equipment at any Location(s), Licensor shall provide access to the Location(s) for SWBT's removal of Inmate Telephone Equipment from such Location(s). Such removal shall include obtaining all necessary permits and restoring the Location(s) to its original appearance and condition, ordinary wear and tear excepted.

VIII. Extension or Renewal of Agreement

This Agreement is effective for two years, commencing on the Effective Date, and shall be extended on a year-to-year basis unless either party notifies the other in writing at least thirty (30) days prior to the end of the initial term or a subsequent year-to-year term. In the event this Agreement is terminated, the Inmate Telephone Equipment located at Licensor's Location(s) shall be disconnected and no further commission shall be paid to Licensor by Licensee.

IX. Termination Charges

If this Agreement is terminated other than pursant to Section VIII, SWBT shall have at least sixty (60) days to remove it's Inmate Telephone Equipment. In addition, Licensor shall pay SWBT an amount equal to the difference of all commission amounts paid to Licensor pursuant to this Agreement and the then standard prevailing commission rates SWBT pays to other Inmate telephone agents. The difference shall be calculated from the later of either the first day of the Effective Date of this Agreement, or the date of the most recent renewal period of this Agreement, up to and including the date of termination by Licensor.

AS PER ORIGINAL

X. Notices

SWBT shall mail remuneration due Licensor hereunder to Licensor as provided in Section II(b), and Licensor and SWBT shall mail all notices, by first class mail, postage prepaid, to the relevant following addresses:

TO LICENSOR

TO SWBT

ATTN: CHERYL TOLLIVER
8803 BRAE ACRES
HOUSTON, TEXAS 77074

XI. Regulatory Approvals

To the extent this Agreement (including but not limited to its indeminity provisions) is subject to the applicable provisions of SWBT's tariff(s) and regulations relating to Inmate telephone service and to regulatory or other governmental orders, rules, regulations or requisite approvals as may apply from time to time (collectively "Laws"), then if any conflict between this Agreement and such Laws exists, the Laws shall control and this agreement shall be deemed modified accordingly.

XII. Force Majeure

If the performance of the Agreement or of any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the party affected, including without limitation, fire, explosion, power failure or acts of God; war, revolution, civil commotion or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body or any representative of any such government or leagal body; labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts; then the party affected shall be excused from such performance on a day-for-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with); provided that the party so affected shall use reasonable efforts to remove such causes of non-performance. If such removal is not affected within 60 days, the other party may terminate the Agreement without penalty, and SWBT shall remove Public Telephone Equipment from Location(s) as provided in Section VII.

AS PER ORIGINAL

XIII. No Assignment

This Agreement may not be transferred or assigned, in whole or in part, by either party without the other party's prior written consent provided, however, that SWBT shall have the right to assign this Agreement to any present or future affiliates of SWBT, without securing the consent of Licensor and may grant to any such assignee the same rights and privileges SWBT enjoys under this Agreement.

XIV. Entire Agreement

This Agreement constitutes the entire agreement between Licensor and SWBT with respect to the subject matter hereof and may not be modified or amended other than by a written agreement signed by Licensor and SWBT.

XV. Relationship

The relationship of the parties is one of Licensor - Licensee. In no event shall Licensor be considered an employee of Southwestern Bell Telephone Company.

XVI. Texas Law

This Agreement shall be deemed to have been entered into in the State of Texas and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of Texas.

XVII. Headings

The headings to sections of this Agreement are used for convenience only, and they shall not be referred to for purposes of construing or interpreting this Agreement.

XVIII. Savings

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

The above and foregoing provisions are hereby agreed to and accepted and approved by the parties.

SOUTHWESTERN BELL TELEPHONE COMPANY (SWBT)

By: _____

Title: Account Executive

Address: 8803 Brae Acres

Houston, Texas 77074

Date: _____

COUNTY OF FT. BEND
(Licensor or Company Name)

1-74-6001969-2
Taxpayer Identification Number
(Required to be furnished under Authority of Law)

By: Jodie E. Stavinoha

Title: County Judge

Address: P. O. Box 368

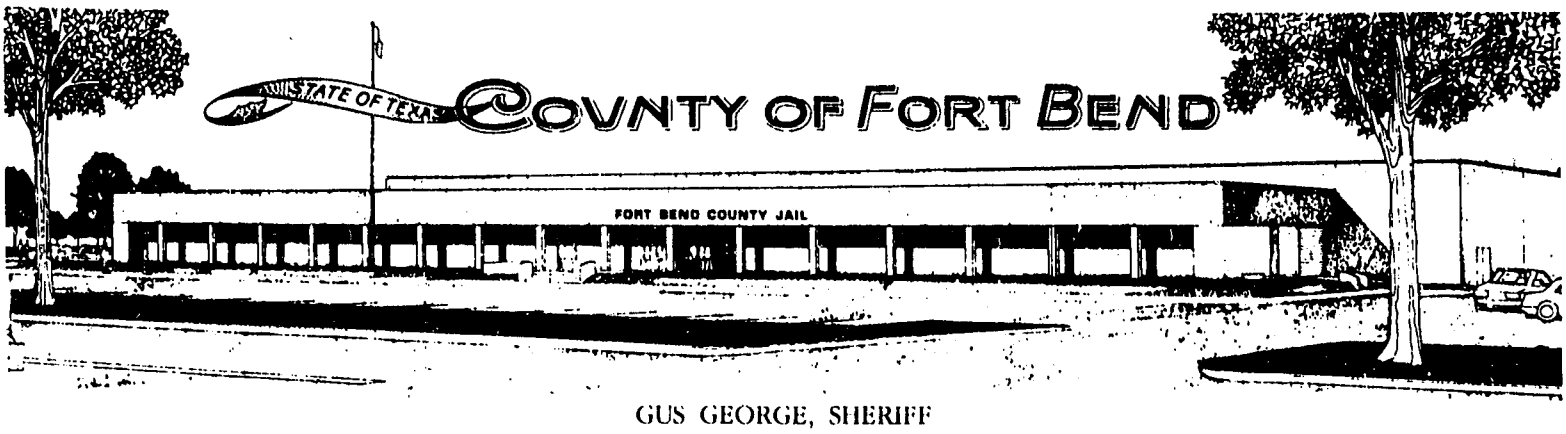
Richmond, Texas 77469

Date: January 22, 1990

ATTACHMENT A

ADDRESS	TELEPHONE NUMBER
1410 RANSOM	232-7278
	232-7279
	232-7280
	232-7281
	232-7282
	232-7283
	232-7284
	232-7285
	232-7286
	232-7287
	232-7740
	232-7741
	232-7742
	232-7744
	232-7746
	232-7748
	232-7749
	232-7750
	232-7751
	232-7752
	232-7754
	232-7755
	232-7757
	232-7758
	232-7759
	232-7760
	232-7761
	232-7762
	232-7763
	232-7764
	232-7766
	232-7767
	232-7768
	232-7772
	232-7773
	232-7783
	232-7784
	232-7785

9(3) 41 0029



GUS GEORGE, SHERIFF

January 16, 1990

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, January 22, 1990.

Accept property to wit: a 1989 Chevrolet Suburban, VIN: 1GNER16KF13005. This is a forfeited vehicle and will be assigned to the Fort Bend County Sheriff Department.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Perry R. Hillegeist, Jr.
Sheriff

PRH/jj

cc: Dianne Wilson, County Clerk
Mr. John Hammett, Purchasing Agent
Mr. Robert Grayless, County Auditor

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

41 0030

NO.64,836

THE STATE OF TEXAS	*	IN THE DISTRICT COURT OF
VS.	*	FORT BEND COUNTY, TEXAS
ONE 1989 CHEVROLET SUBURBAN	*	268TH JUDICIAL DISTRICT

ORDER OF FORFEITURE

On this the 1st day of September A.D., 1989, came on to be heard and considered the petition for forfeiture in the above styled and numbered cause filed heretofore on the 25th day of May, 1989 and after due notice to the party herein, it now appears that an ~~unverified~~ verified answer has been filed by a party claiming an interest in the property which is the subject matter of this forfeiture, and came the plaintiff, the State of Texas, by and through Sam W. Dick, Criminal District Attorney of Fort Bend County, Texas, and the Plaintiff presented Prima Facie evidence through her notice of Seizure and Intended Forfeiture, a part of a record in this cause pursuant to article 4476-15, "The Controlled Substance Act", Section 5.07(b), V.A.C.S. that on the 16th day of May, 1989, in Fort Bend County, Texas, the said One 1989 Chevrolet Suburban involved herein was used and intended for the purpose of transportation for Delivery of Controlled Substance as described in paragraph (a) of Section 5.03 of Article 4476-15, V.A.C.S., to-wit: marijuana and that John Willis

FILED

1989 SEP 14 PM 2:25

REC. VOL. 18C PG 487

Glory Kettelman

CLERK DISTRICT COURT
FORT BEND CO. TX

was the owner and operator of the vehicle, and having been timely served, and the Court after duly considering the same, as well as the law involved herein, finds that the said One 1989 Chevrolet Suburban should be forfeited to the state of Texas as prayed.

It is accordingly ORDERED, ADJUDGED, and DECREED that the said One 1989 Chevrolet Suburban, vehicle identification number 1GNER16K9KF130005, bearing Texas License Number 175 WPD, is found to have been illegally used for the purpose of transportation for the delivery of a controlled substance, to-wit: marijuana on the 16th day of May, 1989, when the said vehicle was traveling in Fort Bend County, Texas, to-wit: in or near the area of Airport and U.S. Highway 59, Fort Bend County, Texas, and that the said One 1989 Chevrolet Suburban is hereby forfeited to the State of Texas.

IT IS further ORDERED, ADJUDGED and DECREED that pursuant to section 5.08 of Article 4476-15, V.A.C.S. Fort Bend County Sheriff's Department is hereby authorized to use, maintain, repair and operate the said One 1989 Chevrolet Suburban after it has paid all storage charges and liens, if any, which may have accrued against said vehicle that will perfect clear title on said motor vehicle to Fort Bend County Sheriff's Department for its use and benefit after payment of said storage charges and liens and that the State of Texas is hereby authorized and directed to issue good and sufficient title to said motor vehicle

that will perfect clear title on said motor vehicle to wit: One 1989 Suburban, vehicle identification number 1GNER16K9KF130005 and that all costs of court be waived.

Signed on this 14 day of September A.D., 1989.

JUDGE PRESIDING
268TH JUDICIAL DISTRICT COURT

FORT BEND COUNTY, TEXAS

APPROVED AS TO FORM:

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY

BY: _____
ASSISTANT CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY COURTHOUSE
RICHMOND, TEXAS 77469

41 0033

STATE OF TEXAS
COUNTY OF FORT BEND

I, GLORY KETELERS, District Clerk of Fort Bend, County, Texas, do hereby certify that the foregoing is a true and correct copy of the original record now in my lawful custody and possession as appears of record in Vol. 180, Page 487, Minutes of said court, on file in my office.

Witness my official hand and seal of office at Richmond, Texas, this 26 day of February, 19 90

GLORY KETELERS
District Clerk
Fort Bend County, Texas

By Mary Jane Martinez Deputy
MARY JANE MARTINEZ

10

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE

INVOICE TRANSMITTAL

County Auditor Form 1016
(Rev. 06/87)

41 0034

1000 0045 4010
12 Digit Distribution

New
Vendor Number

N/A
Purchase Order Number(s)

Stewart Title Co.
Vendor Name

16000 Memorial Dr. Ste 150
Address

Houston
City

TX
State

77079
Zip Code

1-19-90
Date

List Invoice Numbers

Refund on ck# 13398 &
ck# 13397

	305.40
	56.40
Total	361.80

Authorized Department Approval

County Auditor's Use Only

IAN Received:

Check Type:

Commissioners Court Date:

Audited By:

Posted By:

Checked By:

Received:

Paid:

Treasurer's Register Stamp and Number

41 0035

Sanctity of Contract

STEWART TITLE

HOUSTON DIVISION

January 16, 1990

Ms. Kathy Hynson
Fort Bend County
P.O. Box 1202
Richmond, Texas 77469

Ms. Hynson,

Enclosed please find two checks your office released to us in March, 1986, for 1985 tax refunds. By error these checks were misplaced and just discovered, so at your earliest convenience please re-issue so I can refund the money to the proper parties.

Cordially,

Steve Rachal
Vice President

16000 MEMORIAL DRIVE • SUITE 150 • HOUSTON, TEXAS 77079 • (713) 496-3530

MARSHA P. GAINES 07-85
FORT BEND COUNTY
TAX COLLECTOR
1985 TAXES
P. O. BOX 399
RICHMOND, TEXAS 77469

VOID AFTER 120 DAYS

RepublicBank
Richmond
P.O. Box 579, Richmond, Texas 77469

№ 13398
mcf

88-1552/1131

41 0036

PAY
TO
THE
ORDER
OF

Stewart Title Co
P O Box 1504
Houston, Tx 77001

Void

DATE 3/21/86 AMOUNT $305.40

Mary Hancock

⑈013398⑈ ⑆113115523⑆ 90 0172 7⑈

CLARKE CHECKS

MARSHA P. GAINES, FORT BEND COUNTY
TAX COLLECTOR 1985 TAXES

DATE	DESCRIPTION	AMOUNT
3/21/86	Replacement of your check #15-021309 GF# 3342CS 1985 county taxes on .907-4960-03-015-0760 Darrel Bintley previously paid by Mercantile Mortgage	305.40

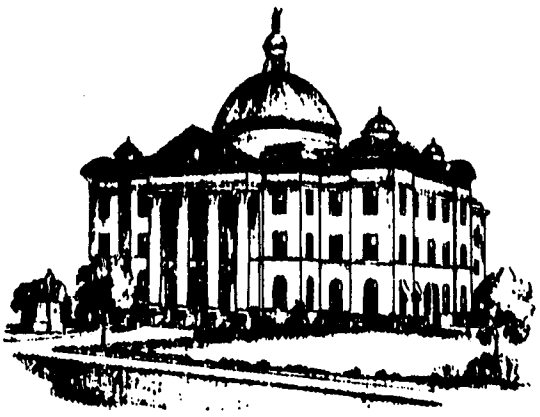
S-2

DETACH AND RETAIN THIS STATEMENT
The attached check is in payment of items described above. If not correct please notify us promptly

AS PER ORIGINAL

41 0037

Marsha P. Gaines



Tax Assessor-Collector

COUNTY OF FORT BEND

P. O. Box 399
Richmond, Texas 77469
(713) 342-3411

February 11, 1986

Stewart Title Company
P.O. Box 1504
Houston, Texas 77001

Re: 1985 Tax Account # .907-4960-03-015-0760

Dear Taxpayer:

Enclosed you will find a replacement check for your check # 15-021309, dated 1/27/86, in the amount of $ 305.40, sent in payment of the above referenced tax account.

Our records indicate that the account has been previously paid in full, on 2/12/86, by Mercantile Mortgage, check # 28580.

Thank you.

Fort Bend County Tax Clerk

P.O. Box 2
Richmond 77469
Kathy Hynson

MARSHA P. GAINES 07-85
FORT BEND COUNTY
TAX COLLECTOR
1985 TAXES
P. O. BOX 399
RICHMOND, TEXAS 77469

VOID AFTER 120 DAYS

RepublicBank
Richmond
P.O. Box 579, Richmond, Texas 77469

№ 13397

68-1552/1131

41 0038

PAY TO THE ORDER OF

Stewart Title Co
P O Box 1504
Houston, Tx 77001

ATTN: Robert Locher

DATE 3/21/86 AMOUNT $56.40

Void

⑈013397⑈ ⑆113115523⑆ 90 0172 7⑈

CLARKE CHECKS

MARSHA P. GAINES, FORT BEND COUNTY
TAX COLLECTOR 1985 TAXES

DATE	DESCRIPTION	AMOUNT
3/21/86	Replacement of your check #12000368 GF# 85300449 1985 county taxes on .907-8908-00-001-0640 previously paid by Lexington Development	56.40

S-2

DETACH AND RETAIN THIS STATEMENT
The attached check is in payment of items described above If not correct please notify us promptly

AS PER ORIGINAL

FORT BEND COUNTY AUDITOR
ACCOUNTS PAYABLE

INVOICE TRANSMITTAL

County Auditor Form 1016
(Rev. 06/87)

41 0039

1000 0045 4010
12 Digit Distribution

New
Vendor Number

N/A
Purchase Order Number(s)

D. Sanchez
Vendor Name

Address

City

State

Zip Code

1-19-90
Date

List Invoice Numbers

To Refund Mr. Sanchez as per attached Memo from Tax Office

	7.97
Total	7.97

Kathy Hymson
Authorized Department Approval

County Auditor's Use Only

IAN Received: _____

Check Type: _____

Commissioners Court Date: _____

Audited By: _____

Posted By: _____

Checked By: _____

Received:

Paid:

Treasurer's Register Stamp and Number

SEND WHITE & PINK COPIES — 1 WHITE COPY WILL BE RETURNED WITH REPLY.

41 0040

TO

Mrs. Kathy Hynson

P.O. Box 1202

Richmond, Texas 77469

FROM

MARSHA P. GAINES
TAX ASSESSOR-COLLECTOR FORT BEND COUNTY
P.O. BOX 399
RICHMOND, TEXAS 77469
(713) 342-3411

SUBJECT

Refund
Check #2438 (1983 tax year)

DATE

12-11-89

MESSAGE:

One of our taxpayers, Mr. D. Sanchez, was issued a refund in the amount $7.97 on February 25, 1985, check #2438. Mr. Sanchez claims that he never received this check and we have researched and found in our records that his check never cleared the bank.

Since this check was issued the account has been closed and the money was turned over to your office. Copy of the outstanding check list is enclosed.

At this time we are asking if we could have the $7.97 back to apply to Mr. D. Sanchez account.

Thank You,

ORIGINATOR-DO NOT WRITE BELOW THIS LINE — REPLY TO → SIGNED Veronica Harris/Tax Department

REPLY

DATE

SIGNED

SEND PARTS 1 AND 3 INTACT-PART 1 WILL BE RETURNED WITH REPLY

PM 868 3

RETURN TO ORIGINATOR

AS PER ORIGINAL

AS PER ORIGINAL

CH	Name	Date	Amt				
2407	Tx Amer Title	1-17-85	61.72	Voided			
2420	June Count	1-17-85	20.65				
2438	D. Sanchez	2/25/85	7.97				
			~~20.65~~				
2478	FBC Inc.	4-28-86	15722.47				
			15812.81				

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: January 17, 1990

Subject: Architectural Contract for East-End Annex

Please find attached for your review a copy of Ann Knauth's architectural contract on the East-End Annex.

Consideration of the contract will be on Commissioners Court Agenda for January 22, 1990. Ann Knauth will also be there.

If you have any questions do not hesitate to call on me.

RECEIVED
JAN 18 1990
COUNTY JUDGE

ANN KNAUTH & ASSOCIATES

January 15, 1990

The Honorable Jodie Stavinoha
County Judge of Fort Bend
500 Jackson
Richmond, Texas 77469

Dear Judge Stavinoha:

Pursuant to our discussions, Ann Knauth & Associates propose to provide design services to Fort Bend County. Services will be for remodeling and space planning of the "Old Missouri City Hall Bldg.", a 3,120 Square Feet, one-story bldg., 310 Orchard St., Missouri City, Texas, (hereinafter referred to as the "Project") to be remodeled to become the Fort Bend County Tax Assessor Office / Missouri City Branch.

ANN KNAUTH & ASSOCIATES WILL BE HEREINAFTER REFERRED TO AS AKA. FORT BEND COUNTY WILL BE HEREINAFTER REFERRED TO AS CLIENT.

AKA and CLIENT agree that the areas of the Project under consideration for remodeling and design are:

Exterior Work

1. Replace broken windows
2. Clean & Seal brick & clay tile as required.
3. Remove all gutters & downspouts.
4. Analyze type of new roof most advisable for for this bldg:
   New 5 ply or new single ply system.
   Look at adding insulation on top of roof if new single ply system is used.
5. Redesign roof with decision from #4.
6. Redesign gutters, downspouts, & splash blocks as required.
7. Suggest trees to be removed from site that are too close to roof.

Interior Work

1. Demolition. Refer to Ft. Bend County Dwg.9001
   A. Remove all carpet.
   B. Remove all walls marked "W".
   C. Clean and repair terrazo to be left exposed: Lobby, Kitchen, Rest Rooms, R.R. Hall, & South Exit Hall. Other areas to receive new carpet.
   C. Remove all paneling on walls marked "Y" . Refer to Dwg. 9001.
   D. Remove all electrical work, ceiling tiles & grid, all duct work and air/heat units.

101 SOUTHWESTERN BLVD., SUITE 208, SUGAR LAND, TEXAS 77478 (713) 242-9703

2. New Work
   - A. Reuse existing plumbing fixtures if possible. Rest Rooms are to made handicapped accessible.
   - B. Choose new laminate for counters in Rest Rooms and Kitchen. Cab.s to be painted.
   - C. Design lay-out for work stations.
   - D. Design new counter to serve public. Electrical outlets are to be placed at work stations along this counter.
   - E. Design new reflected ceiling plan to show lighting and ceiling fan locations.
   - F. Look at adding new interior stud walls to inside perimeter of bldg.; finish surface to be gyp. bd. This will create a vapor barrier.
   - G. Look at repairing exist. entry doors.
   - H. Reuse telephone board if possible.
   - I. Design new electrical switching & outlet lay-out.

Co-ordination of all design professionals and engineers on the project will be by Ann Knauth & Associates.

AKA proposes to perform the following services:

BASIC SERVICES

PRE-DESIGN SERVICES / SCHEMATIC DESIGN

Working with representatives of CLIENT, a project time schedule will be established, as well as CLIENT'S preferences as to design and program.

The CLIENT will at that time provide to AKA all available existing plans, specifications, analyses , or other pertinent information which will assist AKA in the development of the PROJECT.

AKA will then develop conceptial designs for PROJECT taking into consideration information gathered from PRE-DESIGN phase. These conceptial designs will be communicated to CLIENT by drawings: plans, elevations, etc. deemed necessary to adequately communicate design concepts to CLIENT. AKA will carefully review with CLIENT concept drawings for input and approval. Final approval of concept design drawings will be indicated by Clients signing the drawings.

DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENTATION

Project Schematic Designs will be developed and completed as required to develop spatially and visually the final design. Appropriate construction documents will be prepared and finalized to include plans (architectural, electrical, roof, as necessary); elevations as necessary; building sections as necessary; interior finish specifications; building specifications, building details and notes as necessary.

BID NEGOTIATION

Working with the CLIENT, AKA will obtain, review and evaluate the bids of the General Contractors. We will then evaluate the bid of the qualified General Contractor selected for the work.

CONSTRUCTION ADMINISTRATION

AKA will work with the General Contractor of choice to implement the PROJECT, including shop drawing review, reasonable observation of construction (as required), and the preparation of a final punch list for the Project.

COMPENSATION

Compensation for the services mentioned above will be 10 % of the construction costs for the Project plus Reimbursable Expenses. Construction Cost is defined as the actual cost of construction for all work represented on the Drawings, if completed, or the lowest bonafide bid, if not completed.

An initial deposit of $1,000 shall be made to AKA upon the execution of an agreement and credited to the CLIENTS' account at the end of the Bid Negotiation Phase.

Subsequent payments for BASIC SERVICES shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following Percentages of the total Basic Compensation:

Pre-Design & Schematic Design Phases	20 %
Design Development & Construction Document Phases	75 %
Bid Negotiation Phase	85 %
Construction Administration	100%

REIMBURSIBLE EXPENSES

Reimbursible Expenses shall be defined as our actual expenditures made in the interest of the PROJECT plus a handling charge of twenty-five percent (25%). These include expense of blueprinting and/or photo copy reproduction and reproduction of specifications; cost of photography and photography prints; expense of courier service, shipping and delivery charges; cost of data processing; cost of preparation of perspectives or models for your use. Any engineering consultation, when approved by you in advance, will be invoiced with no handling charge as a reimbursable expense. Automobile expense will be invoiced at $.25/mile with no handling charge.

ADDITIONAL SERVICES

Services other than those described above shall be performed by AKA when requested by the CLIENT and agreed to by both parties in writing and shall be compensated for as ADDITIONAL SERVICES on an hourly basis as listed below, plus Reimbursable Expenses:

Principal	$65.00 per hour
Associate	Multiple of 3 times Actual Wage
Staff	Multiple of 3 times Actual Wage

Payment of compensation for Basic Services, Additional Services and Reimbursable Expenses shall be made monthly to AKA by CLIENT upon receipt of invoices for services performed and expenses incurred. Payments are due AKA on the date of billing and shall bear interest at prime rate on the date billing is due, plus two percent (2%), commencing thirty (30) days after the date of billing. If payment is received within thirty (30) days after the date of billing, interest will not be charged.

This Agreement may be terminated by either party upon Five days written notice. In the event of termination, AKA shall be paid by the Client for services performed to termination date, including Reimbursable expenses then due.

Drawings and Specifications, as instruments of Service, are and shall remain our property whether the Project for which they are made is executed or not. They are not to be used on other Projects or extensions to this Project except by written agreement.

This Agreement represents the entire agreement between AKA and the CLIENT and may only be amended by written instrument signed by both parties. This Agreement is governed by the laws of the State of Texas.

The CLIENT'S signature of approval of this letter, when returned to this office, will serve as notice to proceed with the services enumerated under this Agreement. This Agreement is valid, unsigned, for sixty (60) days from this date.

Sincerely,

Ann Knauth

Ann Knauth
Principal

APPROVED AND ACCEPTED

THIS 22 DAY Jan 1989

By: Judith E. Stavinoha

Fort Bend County

11(a)

41 0048

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: January 16, 1990

Reference: Commissioners Court Agenda

Please place the following on Commissioners Court Agenda for January 22, 1990.

1. Request approval of job grade changes.

M Gaines

11(2)

41 0049

January 16, 1990

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

FROM: Marsha P. Gaines

REFERENCE: Request approval job grade changes

This request has gone through the Personnel Department, and they have no problem with the re-assignments.

Attached you will find the organizational structure of the tax office. The changes I am requesting are included. My office will be ever changing with employees leaving - I only hire Clerk I's, and I only promote from within. One exception being the secretary for the tax office, and an accounting clerk. Job grade changes do not always involve money.

Office Now	With Changes	Year-end Changes
1 Tax A/C	1 Tax A/C	1 Tax A/C
1 1st Asst.	1 1st Asst.	1 1st Asst.
3 Adm. Asst.	3 Adm. Asst.	3 Adm. Asst.
1 Adm. Secy.	2 Adm. Secy.	2 Adm. Secy.
1 Secy.		
2 D.C.	4 D.C.	6 D.C.
8 Clk. III	10 Clk. III	9 Clk. III
7 Clk. II	8 Clk. II	7 Clk. II
18 Clk. I	13 Clk. I	13 Clk. I

Funds are available. Thank you for your consideration. I am placing this request on the agenda for January 22nd. If you have any questions please call.

41 0050

M A R S H A P. G A I N E S
FORT BEND COUNTY TAX ASSESSOR-COLLECTOR

PAM WITTNEBEN
FIRST ASSISTANT

DEBORAH GROSSO
ADMINISTRATIVE SECRETARY

AUTOMOBILE DEPARTMENT

LYDIA BOURG
ADMINISTRATIVE ASSISTANT

LAURA GARNER
ADMINISTRATIVE SECRETARY

RICHMOND	SUGAR LAND	MISSOURI CITY	NEEDVILLE
1 DC	1 DC	1 DC	1 DC
*1 CIII	1 CIII	1 CIII	
2 CII	1 CII	1 CII	
5 CI	4 CI		1 CI

TAX DEPARTMENT

JUDY HARMS
ADMINISTRATIVE ASSISTANT

TAX RESEARCH	TAX ADMINISTRATIVE
*1 DC	*1 DC
3 CIII	3 CIII
2 CII	
1 CI	2 CI

ACCOUNTING/AUDITING DEPARTMENT

JAN BONN
ADMINISTRATIVE ASSISTANT

2 CIII

2 CII

*Position not filled at this time
person in training.

1-16-90

12. CONSIDER APPROVING RESOLUTION AND ORDER AUTHORIZING CLOSURE OF CANAL RD., SKINNER LANE & FARMER RD. CROSSING GRAND PARKWAY RIGHT-OF-WAY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone until February 5, 1990.

13. APPROVE DUES IN THE AMOUNT OF $100 TO THE SOUTH TEXAS COUNTY JUDGES & COMMISSIONERS ASSN.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve dues in the amount of $100 to the South Texas County Judges & Commissioners Assn. (Recorded in minutes in full)

14. SET PUBLIC HEARING TO CONSIDER ACCEPTING FOSTER CREEK RD. INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing for February 19, 1990 at 10:00 a.m. to consider accepting Foster Creek Rd. into the county road maintenance system, in Precinct 3.

15. CONSIDER DATA PROCESSING RFP'S:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and motion fails, with Commissioner Denham voting no, Commissioner O'Shieles voting no and Judge Stavinoha voting to abstain, to accept proposal from TRACE CONSULTANT for Data Processing study not to exceed $50,500. Funds to come from General Funds Fees & Services.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Lutts voting no, Commissioner Pressley voting no and Judge Stavinoha voting yes, to accept proposal from ARTHUR ANDERSON CONSULTING not to exceed $57,500 for Data Processing study. Funds to come from General Fund Fees & Services. (Recorded in minutes in full)

16. CONSIDER APPLICATION FROM PRIME CABLE TO LAY CABLE UNDER/ALONG BRANDON CT., COURT OF ST. JUDE, OAKLAND DR. & ELKINS RD., PCT. 4; AND LEXINGTON BLVD. & BRENNER CT., PCT. 3:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Prime Cable to lay cable under/along Brandon Ct., Court of St. Jude, Oakland Dr. and Elkins Rd., Pct. 4; and Lexington Blvd. & Brenner Ct., Pct. 3. (Recorded in minutes in full)

17. CONSIDER ACCEPTING REPLACEMENT BONDS FROM SUGARLAND PROPERTIES, PCT.4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve replacement bonds from Sugarland Properties, Pct. 4 for the following: (Recorded in minutes in full)

Colony Meadows,	Sec.1	#403118
Colony Meadows,	Sec.2	#8117-4155
Oaks of Alcorn,	Sec.1	#I-404466
Oaks of Alcorn,	Sec.3	#404752
Austin Meadow,	Sec.2	#I-406504
Williams Glen,	Sec.1	#406503
Elkins Road		#406502
Colony Creek		#407580
Colony Oaks,	Sec.1	#407581

AGENDA ITEM
13

41 0052

SOUTH TEXAS COUNTY JUDGES' AND COMMISSIONERS' ASSOCIATION

CLAUDE FRANKLIN, JR.
President
County Judge-McMullen County
Box 237
Tilden, Texas 78072

LEONARD CAMARILLO
Secretary-Treasurer
County Commissioner-Hidalgo County
P.O. Box 1356
Edinburg, Texas 78539

CARL NICHOLS
Vice-President
County Commissioner-Wharton County
P.O. Box 1171
Wharton, Texas 77488

CARL DUNCAN
Past President
County Commissioner-San Patricio County
900 Austin Street
Portland, Texas 78374

January 11, 1990

Hon. Jodie E. Stavinoha, Co. Judge
FORT BEND COUNTY
P.O. Box 368
Richmond, TX 77469

Dear Judge and Commissioners:

My greetings to each and everyone of you for a "Happy New Year". May it be filled with success and good health.

The new decade promises to be one of many challenges for the STCJCA. Together we can make it work for all of us.

Annual dues for the South Texas County Judges' and Commissioners' Association ARE NOW DUE!. Please send your county check for $100.00 to:

Comm. Leonard Camarillo
Secretary-Treasurer STCJCA
P.O. Box 1356
Edinburg, Texas 78539

Your immediate attention and cooperation in this matter is appreciated.

Respectfully,

Leonard

Leonard Camarillo
Sec.Trea. STCJCA

RECEIVED
JAN 16 1990
COUNTY JUDGE

LC: mg

41'0053

****

PUBLIC HEARING NOTICE

****

FOR: ACCEPTING FOSTER CREEK ROAD INTO THE COUNTY ROAD MAINTENANCE SYSTEM, PCT.3

DATE: FEBRUARY 19, 1990

TIME: 10Am

NEWSPAPER(S)

INVOICE:

41 0054

Fort Bend County, Texas

Proposal to Conduct a Study of the Data Processing Department

RFP #89-084

November 27, 1989

ANDERSEN CONSULTING
ARTHUR ANDERSEN & CO., S.C.

711 Louisiana, Suite 1300
Houston, Texas 77002
(713) 237-2121

—Contact—
George Jones, Partner
Michael Rudin, Manager

Fort Bend County, Texas
Study of the Data Processing Department

Contents of Our Proposal

We have structured our response to your request for proposal into three sections:

- **Letter of Transmittal.** Describes our understanding of your needs, project scope and objectives, our approach to the project, project staffing, and a background of our firm.
- **Our Qualifications.** Summarizes the major, relevant systems planning engagements exhibiting the experience and discipline required for the successful completion of the project. Includes representative resumes of our personnel committed to delivering a quality product, as well as client references within the public sector for whom we have provided consulting services.
- **Project Methodology, Approach, and Cost.** Presents our proven methodology used with clients in both the public and private sector to review existing data processing operations and to develop a strategic plan for the future. Details the steps to be taken utilizing our methodology to accomplish this project's objectives, in the format of a work plan which delineates project tasks, and the hours estimated for completion. Total cost figures for this project are presented by task.

41 0056

LETTER OF TRANSMITTAL

ANDERSEN
CONSULTING
ARTHUR ANDERSEN & CO.

711 Louisiana
Suite 1300
Houston, Texas 77002
(713) 237-2121

41 0057

November 27, 1989

Judge Jodie E. Stavinoha
County Judge, Fort Bend County
Post Office Box 368
500 Liberty Street
Richmond, Texas 77469

Dear Judge Stavinoha:

We are pleased to submit this proposal to conduct a study of the data processing department of Fort Bend County, Texas. This letter describes our understanding of the project scope, our approach to the work, our proposed staffing and fees, and a brief background of our firm. Supporting detail for this letter is included in succeeding sections of this proposal.

Our Understanding of Your Needs

We understand the importance of developing a strategic plan to address not only Fort Bend County's data processing needs of today, but those of the future as well.

During the course of the project, we will develop a comprehensive needs assessment of the current processing environment through an analysis of the departments currently utilizing data processing services. We will perform a management review of both the data processing department and user departments for manual and automated systems currently in place.

The primary objective of our analysis and review is to provide a plan to address the information systems requirements of Fort Bend County. Working with you, we will prioritize the problems identified to meet Fort Bend County's processing needs for 1990 and beyond, to maximize the county's benefit for every tax dollar spent.

Approach

In developing our approach to this project, we have incorporated our firm's proven methodology of performing this type of work with Fort Bend County's unique requirements. We believe a critical factor in the success of this

effort is communication between the users and data processing to arrive at a consensus as to the approach to most effectively and efficiently address the county's processing needs.

Our approach involves:

- Interviewing elected officials and department personnel to ensure that the various needs and objectives are identified

- Assessing the effectiveness of the current systems in addressing the county's processing needs through interviews with users and data processing management

- Scheduling meetings to arrive at a consensus as to the approach required to meet the departments' information requirements

- Using a skilled project manager to work toward rapid completion

- Developing a strategic systems plan identifying opportunities to enhance the data processing department's ability to support the various county departments, prioritizing those projects from which the county will derive maximum benefit.

  The work plan that incorporates this approach is included in Section III, and assumes that this project is to be two months in duration.

Project Staffing

Given the two month time frame to complete this effort, we are tailoring our project staffing to meet your needs. This project will be staffed with persons possessing significant systems experience in the public and private sectors who are skilled in analyzing your needs and developing information plans.

Mr. George Jones, a partner in our Houston office, will serve as our project director and will have overall responsibility for our efforts. Mr. Jones has fifteen years of experience in the planning and development of systems for both government and private industry.

Mr. Michael Rudin, a manager in our Houston office, will assume project coordination responsibilities. Mr. Rudin has significant experience in the planning and implementation of information systems in the private sector, and is a former resident of Fort Bend County.

Mr. Martin Cole, a partner in our Austin office, will assume quality assurance responsibilities. Our methodology provides a series of checkpoints to ensure a high standard of quality and consistency in our practice. Mr. Cole is a recognized expert within our firm's state and local government services industry team.

We have included detailed resumes in Section II, with several staff resumes of persons with relevant skills. Scheduling of specific personnel will depend on their availability when the engagement begins. Also included are resumes from partners and managers in the Austin office who will serve in an advisory capacity during the course of the project.

Why Andersen Consulting?

Andersen Consulting is uniquely qualified to assist you with this project because we have the skill base that will add substantial value to your project. We have assisted local, state and federal government agencies throughout the United States with information systems projects, and are recognized as the industry leader in providing the services that Fort Bend County requires to successfully complete this project. In Texas alone, we have developed information plans and conducted organizational reviews for over 35 Texas state agencies.

In addition to our functional and technical skill base, Andersen Consulting has a consistent track record of delivering projects on time and on budget. We also enjoy a reputation as implementors: on average, we convert a new system every day of the year. As the largest consulting firm in the world, we can draw on the expertise of over 18,000 Andersen Consulting personnel from our worldwide team. As a firm, we do not hesitate to enlist this wealth of experience to support each project as the need arises.

ANDERSEN CONSULTING
ARTHUR ANDERSEN & CO.

41 0060

We appreciate the opportunity to propose for this important project. We have built our reputation by providing value to our clients: bringing the appropriate expertise to address the client's needs, effectively managing the work to its completion, and reducing a client's risk. We are excited about the possibility of working with you on this project and assure you that this effort will have our close attention. For your records, our Federal Taxpayer Identification Number is 72-0542904. If you have any questions on our proposal, please contact George Jones or Michael Rudin at (713) 237-2121 at your convenience.

Very truly yours,

ANDERSEN CONSULTING

By George P. Jones
George P. Jones

JDR

OUR QUALIFICATIONS

ANDERSEN CONSULTING

Arthur Andersen & Co., S.C., is an international professional services firm with a long tradition of providing innovative and practical solutions to business and technical problems of clients in the public and private sectors. Andersen Consulting numbers over 18,000 practice personnel and fees for professional services were $1.4 billion for the fiscal year ending August 31, 1989. Each year, more organizations select Andersen Consulting as their management information consultants. Our growth has been the result of consistently providing high quality professional services.

Andersen Consulting is unique, operating as a completely integrated, single partnership. All efforts are devoted towards maintaining high, consistent standards of quality whenever and wherever our services are rendered. This one-firm concept promotes a commonality of interest throughout the firm, thereby ensuring the highest level of service delivered.

There are further implications of this fundamental business structure of importance to Fort Bend County and to this project:

- Our organization has built-in incentive to share resources, information and experience among offices.
- We maintain computerized information about key engagements and experiences so the proper resources can be located as needed.
- We can deliver the expertise we commit to you in our proposal, and can do so when it is needed.
- The experience of our specialists will be of maximum benefit to this project because of the shared approach.

Role of Andersen Consulting

The role of Andersen Consulting is to provide our clients with specialized and advanced management and systems techniques. The foundation of Andersen Consulting's practice uses a variety of industry, functional and technical disciplines, which we apply in such areas as long- and short-range planning, general and cost accounting, management and responsibility reporting, and service improvement. We have also provided advisory and systems services to literally thousands of public and private sector clients. In our capacity as consultants, we develop creative and practical solutions to a wide variety of management problems.

Our firm has never limited its practice to the area of conceptual design or planning, but has always been willing to take responsibility for, and actively participate in, the detailed work required for implementing our recommendations. We differentiate ourselves from other consulting firms by working with you in the implementation of our recommendations. Approximately 70% of our consulting work involves implementation – putting plans into action. We believe in "rolling up our sleeves" and doing whatever it takes to get the job done.

We believe the qualifications of our firm are of the utmost significance in evaluating our ability to assist you with the successful completion of this project. We believe our proven track record, our outstanding project team, and our approach to the project will ensure its success. Although we have many important qualifications of which we are proud, we would like to emphasize the following points which further distinguish us from our competitors:

- **Information Systems Planning Experience.** We have successfully completed hundreds of projects involving the development of information plans and the implementation of information systems for federal, state, and local government entities, as well as for the private business sector. This experience includes projects for over 35 Texas state agencies.

- **Proven Systems Development Methodology.** Our recognized and documented methodology emphasizes sound planning, a well organized and qualified project team consisting of both Andersen Consulting and client personnel, careful monitoring of project progress, and contact with client management throughout the project.

- **Systems Integration.** Andersen Consulting has a significant and rapidly expanding practice in the systems integration area. Systems integration is a broad term that covers three types of integration: hardware, organizational and software. Hardware integration involves the transferring of data between different vendor hardware, as well as providing transparent access to multiple hardware platforms from an individual workstation. Organizational integration occurs when the business environment dictates the need to convert and interface systems, or when the organization wants to change the way its business is conducted, to enhance productivity. Software and data integration provide systems which integrate related business functions and reduce data redundancy.

- **Project Management Experience.** Effective project management is an essential element in the success of this project. We have developed automated tools based on our extensive experience in managing similar projects which will be used to complete the project within the allotted time frame and within budget. These tools will help us effectively manage the detailed work tasks outlined in the detailed plan of work and monitor the status of the project. We enjoy an unparalleled reputation for consistently completing projects on schedule and within budget.

- **Credentials Within Industry.** Our commitment to careful selection and thorough training of professional personnel at all levels and our technical competence are widely recognized by the business, professional and academic communities. Respondents to a recent Gallup Survey of 470 U.S. chief financial officers awarded Arthur Andersen & Co., S.C., the highest overall rating on such key service factors as management consulting services and client training.

- **Technology Services.** Our Technology Services group located in Chicago has over 200 experts specializing in maintaining and extending our leadership in advanced, state-of-the art systems and in supporting our project teams. This support concentrates in the areas of data communication, data base management and networking.

- **Advanced Systems Group.** The rapid advancements in information processing technology in recent years have made it difficult for Andersen Consulting professional personnel to maintain both extensive industry skills and the high level of technical competence needed to support our consulting practice. The need for expert technical skills is required to support complex engagements which utilize advanced technology such as distributed data processing, office automation, telecommunications and personal computing systems. Technological advancements will continue unabated in the foreseeable future, thus indicating a need for personnel to specialize in advanced ares of information processing.

- **Quality Assurance Program.** We believe our reputation for outstanding quality work is a principal reason for our expansion and growth. It is this reputation which frequently attracts new clients. Fort Bend County can be assured that our work will be of the highest quality, maximizing the county's benefit per tax dollar spent. For many years, Andersen Consulting has had an extensive program of interoffice professional practice and standards reviews in operation. Quality assurance checkpoints are conducted after completion of major development tasks in each of the system phases to ensure that our standards of excellence are maintained on every client engagement.

INTRODUCTION TO REPRESENTIVE RELEVANT ENGAGEMENTS

On the following pages, we present summaries of representative relevant engagements to demonstrate our experience in providing a wide range of services and to emphasize our experience in the following functional areas:

- Management and Operations Audits and Reviews
- Information Planning
- Development of Automated Information and Telecommunications Systems Plans
- Strategic Systems Planning
- Public Sector Environments

We believe the depth of our experience—both individual and collective—uniquely qualifies us to assist Fort Bend County with the successful completion of the study of the data processing department.

Agency

TEXAS SECRETARY OF STATE

Project

Operational Review and Evaluation of Data Services Division

Description

We were engaged to review and evaluate the operations of the Data Services Division. The scope of the review included the following areas:

-- Organization and staffing requirements.

-- Management.

-- Operating policies and procedures.

-- Hardware configuration and application systems status.

Our review focused on answering three major questions in relation to these review areas:

1. What is the status of the Data Services Division and current information systems?

2. What new and/or enhanced information systems are needed to meet user requirements?

3. What migration strategy options are available to get the Office from the current status to the required status?

In addition, we developed recommendations to strengthen office operations.

Agency

TEXAS EMPLOYMENT COMMISSION (TEC)

Project

Review of Management Information System

Description

We were engaged to perform a review and analysis of TEC's management information system. The result of this project was to recommend an approach to enhancing the effectiveness and efficiency of the system. In performing our review, we completed the following tasks:

-- Reviewed the existing plan of action, policy statements, legislative mandates, and goals and objectives, and developed a list of current information reporting systems.

-- Interviewed the Commissioners, the Administrator, Deputy Administrators and upper-level managers to assess the efficacy of TEC's management information system in relation to their respective information needs. The interviews also identified current management reports received and information needed at various organizational levels.

-- Surveyed local, district and regional tax office managers to identify which management reports are received or produced; determined which of these reports are actually utilized, how frequently and why they are used; and ascertained whether or not the managers' information needs were being met with current management information reporting. As part of the survey process, we met with local and regional office managers to discuss the implications of the survey results.

-- Summarized comments from the various interviews and subsequently submitted the summaries to the interviewees for review and amendment.

-- From the expressed information needs, we designed a conceptual model of an agency-wide management information system. The resulting conceptual design, a management information reporting pyramid, was reviewed and discussed with key management personnel and Commissioners' representatives.

-- Developed general and specific recommendations for enhancing the effectiveness and efficiency of the Texas Employment Commission's management information system.

Agency

RAILROAD COMMISSION OF TEXAS

Project

Operations and Management Review

Description

We performed an organizational and operational review of the Railroad Commission of Texas. Our objectives were to analyze the overall organization structure and current operations of its operating units, to define and analyze problems, to evaluate the efficiency and effectiveness of major organizational and program units, and develop and document findings and recommendations. Our recommendations were designed to enhance the Commission's operations and public image.

The final report proposed structural reorganization, by functional areas, of the Commission's responsibilities. In addition, we developed a series of internal procedures designed to strengthen internal control effectiveness and efficiency in such areas as:

-- Time reporting and accounting.

-- Management reporting.

-- Performance evaluation.

-- Strategic planning.

-- Procedures for conducting hearings examinations.

-- Hardware/software usage.

-- Standardizing procedures for conducting audits.

-- Standardizing a set of fines for violation of RRC regulations.

-- Analyzing quantitative cost vs. revenue for all information distributed by the Commission.

-- Developing, publishing and implementing Commission-wide standards for document filing procedures and retention periods.

Agency

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Project

Management Evaluation of Data Services Division

Description

We conducted a comprehensive management evaluation of the Data Services Division at the Texas Comptroller of Public Accounts and developed a methodology for subsequent operational reviews of the Division. The evaluation reviewed organization, personnel administration, quality assurance program, effectiveness/efficiency of current systems, operations management, systems plan, information and systems security, production systems support, and systems development methodology. This engagement also involved the design and development of a management reporting system.

We also designed and implemented an executive management reporting system as part of our evaluation of the Data Services Division. The management reporting system satisfies three levels of reporting needs:

-- Within the functional areas of the Data Services Division.

-- Between the various functional areas within the division and the Division Director.

-- Between the Division Director and agency's Executive Administration.

In addition, we assisted in development of an evaluation procedures manual for the Data Services Division containing formal procedures to assist Comptroller personnel to perform subsequent evaluations of areas within the Data Services Division. Personnel within the Evaluation Division were trained in the use of these procedures.

Agency

SPEAKER'S OFFICE, TEXAS HOUSE OF REPRESENTATIVES

Project

Organization and Operations Review

Description

We were engaged to conduct, in conjunction with the LBJ School of Public Affairs at The University of Texas, an organization and operations review of the Speaker's Office, Texas House of Representatives. We focused on improving communications, organizational structure, and correspondence and telephone support in our segment of the review.

The project team conducted 10 interviews to gather data, analyzed staffing levels, observed correspondence processing, reviewed the Correspondence Information System (CIS), generated CIS statistical reports and inventoried all incoming telephone numbers.

The key deliverable of the project was a report describing the existing situation, identifying problems and proposing recommendations for solving each problem and increasing overall efficiency in communications.

Agency

STATE BAR OF TEXAS

Project

Development of an Information Systems Plan

Description

We assisted the State Bar of Texas with development of an Information Systems Plan. During this project, we developed the following:

-- An automated systems overview describing existing systems within the agency with automated components or logical candidates for some degree of computerization.

-- A hardware strategy analyzing the issue of in-house versus time-shared computing resources. This work concluded with a comprehensive cost/benefit analysis supporting our proposed approach.

-- A system implementation strategy identifying the action plan needed to address the acquisition of a computer and the implementation of existing systems on the new computer.

GEORGE P. JONES

Position: Partner, Andersen Consulting - Houston, Texas, Office
Member of Houston Advanced Systems Group

Education: Hartwick College
BA - Mathematics

Ohio State University
MS - Mathematics
MS - Computer and Information Science

Relevant Experience:

-- Engagement partner for the development of an information plan for a regional TI reseller. The company is a rapidly growing "start-up" and has a combination of a DEC VAX and Apple Macintosh equipment. Responsibilities of the engagement included:

- Development of a corporate data model including engineering, operational and financial data
- Identification of major application subsystems and potential software package candidates
- Recommendations concerning future growth and viability of the company's current hardware and software platforms
- Analysis of significant trends and issues in the company's market and industry
- Recommendations concerning the strategy for acquiring and developing application software necessary to support future growth together with workday approximations and hardware/software cost estimates

-- Engagement partner for a telecommunications delphi study conducted jointly with the University of Houston's Information Systems Research Center. The study is a survey to identify the key telecommunications issues facing various industries throughout the United States. The results will be released in the last quarter of 1989.

-- Quality assurance partner for a project to develop and install a laboratory tracking and billing system for a major Houston hospital.

-- Engagement partner for a management study of the Texas State Board of Insurance. The study focused on processing of complaints and prioritization of enforcement related activities. Specific areas addressed included:

- Level of service provided to the public
- Training needs of new agency employees
- Confidentiality restrictions
- Existence of duplicate systems within the agency
- Coordination of attorney activities
- Overall tracking, management and reporting of complaints

-- Engagement partner for the installation of the Financial Management Information System (FMIS) at the Texas Department of Human Services. This system provided the department with general ledger, cost allocation and accounts payable functions as well as an elective interface to the comptroller's office for payment processing. Some functions were provided by modifying existing software developed by Andersen Consulting for the State of Connecticut, and other functions were custom-developed.

-- Engagement partner for the installation of a Cash Management System at the Texas State Treasury Department. This system provided fund accounting, investment management and depository support.

-- Quality assurance partner for a project to convert existing NAIC computer application software from Data General to IBM. Responsibilities included:

- Review of project status with client and firm personnel
- Assessment of quality of documentation and deliverables produced
- Review of open issues and assessment of project risks
- Development of recommendations regarding minimization of risks to project completion, adherence of firm personnel to quality standards and maximization of project benefits

-- Partner in charge of the development of a training school for new Andersen Consulting employees. The school consists of six weeks of self-study and instructor-led training in COBOL, CICS and SQL. Training is conducted entirely on IBM PC's and compatibles using Microfocus' COBOL II Compiler and CICS pre-processor and XDB's

SQL pre-processor to emulate a mainframe environment. Students code, test and debug their programs entirely on a PC. Responsibilities include:

- Initial design of topics
- Content development
- Preparation of student and instructor guides
- Selection of hardware and software products
- Economics analysis
- Development of computer-based training topics
- Production of video tape topics
- Pilot tests of the school
- The phased roll-out to over 100 offices around the world

-- Project leader for technical support team assisting in the modification and implementation of the Firm's ICOR Financial and Revenue systems at BP Exploration. Technical support responsibilities included:

- Modification of ADABAS databases
- Installation of programmer workbench and related software products
- Development of technical architecture
- Migration of software from test to systems test, migration and production environments
- Initial loading and testing of the base ICOR software
- Technical assistance and training of client and firm personnel in ADABAS, CICS and NATURAL
- Assistance in projecting potential production machine requirements
- Performance tuning of modified software

-- Project director for the development of a custom financials package for a relational database environment. In charge of over 30 personnel working on technical aspects of this engagement. Technical issues included:

- Migration of previously existing code from an MVS/IMS environment to a VM/SQL environment
- Performance enhancements related to the change in environments
- Technical integration with other non-financial software to achieve a single user view of on-line conversations

-- Project leader of technical support team assisting in the conversion of a claims system for a major property-casual insurer. The conversion was from DATAPOINT to IMS. Technical issues included:

- Design of new claims data base in an IMS environment
- Modification of on-line conversations to function in an IMS/DC environment including a custom developed session control facility
- Performance analysis for the new system
- Capacity planning
- Telecommunications network planning
- Analysis of use of a PC to perform field-critical functions in the event of a line drop

-- Project leader for a management study of the MIS organization at a major waste management company. The review included:

- Overall organization structure
- Skill levels of personnel versus the job descriptions
- Adequacy of training
- Prioritization of backlog of enhancements
- Security and controls
- Telecommunications network management
- Database management
- Capacity and response time analysis

The review included key performance indicators and measurement techniques for MIS management to use.

-- Project director for the development of internal insurance industry training. Training addressed both life and property and casualty segments. This responsibility covered several phases, including:

- Development of a training needs analysis
- Translation of needs analysis into curriculum plan
- Development of two of the schools identified by the curriculum plan
- Coordination of pilot tests and resulting revisions for the two schools

-- Project leader for the custom development of a system that administers group and individual annuities for a large annuity company which specialized in 403(b) annuities for public school teachers and university professors. Developed the overall systems plan for this system and participated as the project leader in its design and installation. In charge of over 40 personnel working on various aspects of the system. The system includes:

- On-line account set-up and maintenance
- On-line capture of financial transactions
- Administration of participant accounts
- Determination of sales rep commissions
- Calculation of unit values
- Maintenance of deferred reserves
- Generation of financial accounting entries

The system was implemented on an IBM 3081 using IMS/DC. It included an on-line network of 3270's for sixteen regional offices located in major cities around the country.

MARTIN I. COLE

Position: Partner, Andersen Consulting
Austin, Texas, Office

Education: Dartmouth College
BA

The University of Texas at Austin
Lyndon B. Johnson School of Public Affairs
MPA

Experience: -- **State Occupational Information Coordinating Committee.** Project manager on the feasibility study and pilot test of an integrated statewide education and training employment tracking system.

-- **Texas Department of Human Services.** Project manager on the analysis, design and installation of the Financial Management Information System (FMIS). The design phase of the project included a review of the accounting system environment at TDHS, over 40 interviews with TDHS personnel representing all program areas, interviews with Comptroller and State Auditor personnel to assess interface requirements and the design of the new FMIS. Presented recommendations to executive management on improved organization structure, operating policies and day-to-day business practices. Currently serving as the project manager on the installation of the system. The first phase of the installation project was successfully completed on time and within budget, in September 1988.

-- **Texas Department of Mental Health and Mental Retardation**

- Project co-manager on the development of the technical architecture for the Texas Evaluation and Assessment Management (TEAM) System.

- Project manager on the design and installation of an on-line patient tracking system for the Texas Department of Mental Health and Mental Retardation. The system connected over 60 facilities and several brands of hardware, including Amdahl, Wang, IBM and Hewlett-Packard. The project team consisted of approximately 25 full-time staff, involved classroom training for approximately 200 personnel and required nearly 7,000 workdays to complete. The CARE system was recognized by the National Association of State Information Systems (NASIS) with its "Award for Excellence in Information Systems" (1988).

- Project manager on the design of a reimbursement systems plan for the TDMHMR. The plan addressed methods to maximize collections from third-party payors, including commercial insurance companies and the Medicaid and Medicare programs.

-- **Texas Employment Commission.**

- Project manager for a review of the management information flow and requirements within the TEC. The analysis included a statewide survey of local and regional office managers. Based on the review, a conceptual model of an agency-wide management information system was designed and implemented.

- Lead analyst on an operational audit of the TEC. The project reviewed the administrative structure, computer and, program operations and policies and procedures of the TEC. Recommendations were presented to the Governor and the Governor's Task Force on Jobs and the Unemployment Trust Fund.

-- **Texas Health and Human Services Coordinating Council.** The only private sector member to be appointed by the Governor's Office to the Technical Advisory Group (TAG) to the Council's Restructuring Committee. The TAG was charged with developing a strategic direction plan for a central computer node and client registry. The plan was adopted by the Restructuring Committee and the Council contracted with Andersen Consulting to develop an Action Plan to support the registry's appropriation request. Directing the Andersen Consulting team to develop the Action Plan.

-- **Texas Comptroller of Public Accounts.** Project manager for the system design of a new Uniform Statewide Accounting System. This system is proposed to replace FACTS and become a major interfacing system for all state agency accounting activities. The system design incorporates all financial accounting functions, including GAAP reporting, grant/project accounting and cost allocation.

-- **Coordinating Board, Texas College and University System.** Manager of a project to develop a Comprehensive Labor Supply Information System for the Coordinating Board, Texas College and University System. This project included identifying information requirements, identifying feasibility of using microcomputer-based systems to handle information needs and recommending which parts of the labor supply database should be implemented.

-- **City of Austin.** Project manager for a review of the City of Austin's classification and compensation plan. The project team developed an interview questionnaire and met with city department supervisors to assess the extent to which the current classification and compensation system supports department supervisors achieve organizational objectives.

-- **Texas School for the Deaf.** Project manager in the technical and operational review of the computer system of the school. Short- and long-term hardware requirements were analyzed and a five-year cost analysis was developed to support the recommendations.

-- **LBJ School of Public Affairs, University of Texas at Austin.** Project manager in the review of student and alumni data flow within the Office of Student Affairs. The project team documented data flows, reviewed existing procedures and developed recommendations to increase office productivity and enhance services provided to faculty, students and alumni.

-- **Texas Statewide Insurance Organizations.** Lead analyst on a project to study the consolidation of five statewide, Texas chartered insurance organizations, such as the Texas Automobile Insurance Plan, Texas Workers Compensation Assigned Risk Pool, and Texas Catastrophic Property Insurance Association. The project team analyzed staffing patterns, organizational structures, policies and procedures and capital requirements for each organization and various combinations of consolidated organizations.

-- **State of New Mexico.** Project manager for the development of the GAAP Conversion Design Plan for the State of New Mexico Department of Finance and Administration. This assistance included:

- Identification of specific control requirements and proposed control techniques for all interfacing state agencies.
- Determining the feasibility of implementing a statewide accounting and reporting system.
- Assessment of training requirements for state accounting personnel.

-- **Navajo Indian Nation.** Project manager on the design and installation of comprehensive GAAP-based, centralized financial management and payroll accounting systems for the Navajo Indian Nation. This project included defining accounting and reporting needs and requirements for all operating divisions of the tribal government, including health and human service programs administered by the tribal government, and presenting the most appropriate organizational structure and human resources strategy to support the systems.

-- **City of Kerrville, Texas.** Manager on a project to develop a comprehensive information systems strategy and organizational strategy.

-- **United States Synthetic Fuels Corporation.** Senior analyst in the requirements analysis phase for the design of an automated accounting and personnel system for the United States Synthetic Fuels Corporation (Synfuels). Responsibilities included the definition of user requirements and appropriate system controls, modifications to application software and developing and installing user procedures and documentation.

-- **Texas Alcoholic Beverage Commission.** Served as lead analyst in the design of the fund accounting system and automated audit system for the Texas Alcoholic Beverage Commission (TABC).

-- **MUNIS Application Systems.** Project manager for the installation of MUNIS application systems, designed for local governmental entities. The projects were performed for:

- City of Henderson, Nevada
- Acoma Indian Pueblo
- City of Kerrville, Texas
- Spotsylvania County, Virginia
- South Texas Higher Education Authority
- Athens, Tennessee
- City of Beaumont, Texas

WARNER B. CROFT

Position: Managing Director, Andersen Consulting
Austin, Texas, Office

Education: Baylor University
Bachelor of Business Administration
Master of Business Administration

Relevant Experience:

-- **Coordinating Board, Texas College and University System** Project director on a project to develop a Comprehensive Labor Supply Information System. This project included identifying information requirements and identifying feasibility of using microcomputer-based systems to handle information needs. The project required the coordination of information from 10 major organizations, including:

- Texas Education Agency.
- Texas Association of Private Schools.
- National Occupational Information Coordinating Committee.
- Texas State Occupational Information Coordinating Committee.
- Coordinating Board, Texas College and University System.
- Texas Department of Community Affairs.

-- **Texas State Occupational Information Coordinating Committee.** Engagement director on the feasibility study and pilot test of an integrated statewide education and training employment tracking system.

-- **Texas Department of Commerce.** Project director of the development of the Long-range Automated Information and Telecommunications Systems Plan.

-- **Public Utility Commission of Texas.** Project director on the update of the Long-range Automated Information and Telecommunications Systems Plan.

-- **Texas Parks and Wildlife Department.** Project director of the update of the long-range Automated Information and Telecommunications Systems Plan.

-- **Office of the Attorney General, State of Texas.** Engagement director for the following projects:

- Development of the Long-range Automated Information and Telecommunications Systems Plan. Project goals were to identify current and future information requirements, improve management control and direction of data processing resources, develop long-term hardware and software strategies and improve user involvement in the systems planning process.

- Management/operational audit of the Child Support Enforcement Division.

- Management study which reviewed the feasibility of a statewide tax collections program and the development of specific recommendations on the implementation of the program to support the Legislative Appropriations Request.

-- **Texas Water Commission**

- Engagement director of the project to develop a Long-range Automated Information and Telecommunications Systems (AITS) plan.

- Engagement director on a project to review operations of the Chief Clerk's Office at the Texas Water Commission. The project involved analyzing organizational structure, processing backlogs, management information needs, and records management techniques.

-- **Automated Information and Telecommunications Council (AITC)**

- Director of the project to assist AITC with the development and implementation of procedures and methodologies integrating the functions of long-range systems planning, procurement reviews and information systems management audits/reviews.

- Director of the project to assist in the definition of AITC's organizational structure.

- Director of projects in applying AITC methodologies to review information planning and processing at the Texas Department of Corrections, the Texas Adult Probation Commission and the Board of Pardons and Paroles.

-- **Texas Department of Mental Health and Mental Retardation**

- Engagement director on the update to the Service Delivery Information System (SDIS) Plan.

- Project director on the planning, design and installation of a custom-developed patient tracking system. The system implementation activities were completed in April 1987 and required nearly 7,000 workdays to complete.

-- **Texas State Treasury Department.** Project director for the development and implementation of a long-range Information Systems Plan. The information plan defined 16 projects, including a Cash Management System.

-- **Texas State Board of Medical Examiners (TSBME)**

- Engagement director on a project to assist the TSBME in developing and implementing a long-range information systems plan. The scope of the project included interviewing agency personnel; design of the overall systems architecture; developing software, hardware and organization strategies; and estimating costs and benefits.

- Engagement director of the installation of high-priority systems projects identified in the plan.

-- **American Cancer Society**

- Engagement director of the National Information Planning Study which resulted in a five-year systems plan.

- Engagement director on a project to assist with the implementation of the National Information Planning Study projects. Systems are being implemented on an IBM 3090 Series mainframe using DB/2 and IBM-compatible microcomputers using COBOL, C and OS/2.

-- **Texas Education Agency**

- Currently serving as engagement director on the preliminary system design of an automated Grant Application System.

- Project director on a study of the cost and service effectiveness of data processing alternatives for Texas school districts. The project included the development of a methodology for analyzing the costs and services available to school districts through the use of in-house computer systems; the use of regional Education Service Centers (ESC's); and the application of that methodology at three separate school districts (Cypress-Fairbanks ISD, Irving ISD and Brownsville ISD) and their corresponding ESC's.

-- **Texas Department of Human Services**

- Project director on the analysis, design and installation of an automated, GAAP-based accounting system. This project includes a review of the existing accounting system environment at TDHS, interviews with Comptroller and State Auditor personnel to assess interface requirements and the design of a new, comprehensive financial management system. The system installation is scheduled for completion in late 1989.

- Project director on a series of engagements for Project WELNET, a distributed processing network using state-of-the-art technology with integrated eligibility determination and fully automated grant calculation for each caseworker's terminal. The engagements focused on network analysis, procurement support migration strategies, organizational impact and user acceptance of the system.

- Project director on a management evaluation of the Systems Production Division. Areas evaluated included organizational structure, objectives and strategy, operations management, personnel administration and development, and management reporting and user communication.

-- **Texas Comptroller of Public Accounts**

- Project director of a management audit of the Data Services Division.

- Project director of the Data Processing Capacity Projection Project.

- Project director on Requirements Definition Project for GAAP-based accounting system to replace FACTS. Specific systems addressed by the project included general ledger, accounts payable, voucher tracking, applicant tracking and payroll/personnel.

- Project director for the implementation of three Petroleum Tax Systems for the Comptroller. The project required over 16,000 workdays to produce systems to provide accounting information associated with petroleum tax collection, administration and enforcement.

- Project director for the design and installation of the statewide FACTS system and a statewide vendor file.

-- **Texas Department of Corrections.** Engagement director for an administrative review of Unit Level Operations. The review included both long- and short-term recommendations for issues confronting wardens managing individual prison units. Also, he assisted the TDC

in developing and applying a cost allocation methodology to evaluate cost per inmate per day.

-- **Texas Real Estate Commission.** Director of the project to review data processing operations and design the functional prototype for an automated licensing system.

-- **General Land Office.** Director of the project to review and analyze the performance reporting and measurement system.

-- **Texas Employment Commission**

- Engagement director on an organizational and operational analysis of the Texas Employment Commission. Policy recommendations offered in the review resulted in a number of legislative changes.

- Engagement director on the review of TEC's management information system.

- Engagement director of the Requirements Definition for a Financial Systems Package and its subsequent installation.

-- **Navajo Indian Nation.** Project director on the design of a comprehensive payroll/personnel and GAAP-based, centralized financial management and accounting system. This project included defining financial accounting and reporting needs and requirements for all operating divisions of the Tribal government, including delivery of health and human services such as AFDC, Child Support Enforcement, and a formal evaluation of financial management and human resources systems application software packages.

-- **Employees Retirement System of Texas.** Engagement director of a management audit of the Employees Retirement System of Texas, which was completed in November 1988. The project team conducted over 45 interviews, administered approximately 25 surveys to management, observed work flows, analyzed organizational structure and staffing levels, and reviewed policies, procedures and internal controls. The key deliverables of the project were: a report describing the findings and 48 recommendations of the audit, including a detailed, prioritized implementation plan, and a manual presenting revised position descriptions, maintenance procedures and performance standards for 210 positions.

-- **Speaker's Office, Texas House of Representatives.** Director of a project to conduct an organization and operational review of the Speaker's Office, focusing on improving communications in the Speaker's Office. In addition to organizational issues, both correspondence and telephone support were evaluated, and findings and recommendations were presented in a written report.

BRADLEY G. ENGLERT

Position: Manager, Andersen Consulting
Austin, Texas, Office

Education: Shimer College
BA

The University of Texas at Austin
Lyndon B. Johnson School of Public Affairs
MPA

Experience: -- **Texas State Board of Medical Examiners (TSBME).** Assisted the TSBME in development of a long-range information systems plan, currently in implementation. Responsibilities included:

- Interviewing agency personnel
- Design of the overall systems architecture
- Development of software, hardware and organizational strategies
- Estimation of costs and benefits

-- **Texas Department of Mental Health and Mental Retardation**

- Manager on a project to update the Department's long-range automated information and telecommunications systems plan. Service delivery staff in various TDMHMR components were interviewed, information needs identified, system development project designed, cost/benefit analysis performed and the plan drafted in accordance with priorities set by the agency data processing steering committee.
- Project co-manager on the development of the technical architecture for the Texas Evaluation and Assessment Management (TEAM) System.
- Team leader for the planning, design and installation of a statewide client tracking system. This system links 60 TDMHMR service providers, thereby enhancing the department's ability to more effectively deliver client services, as well as to generate accurate information for budgeting and billing purposes.

-- **Texas Water Commission**

- Managed the development of the long-range automated information and telecommunications systems plan. One of the 15 high-priority projects defined describes the design and installation of an optical disk image processing system for Superfund Cost Recovery site files. Based on the success of this system, the capabilities may be expanded to support Central Records, Fiscal Services and

Purchasing. As part of this project, detailed specifications for the image processing system were developed and submitted to the State Purchasing and General Services Commission. Design and implementation are scheduled for the first six months of fiscal 1990.

- Managed the review of the operations of the Chief Clerk's Office at the Texas Water Commission. Analyzed processing backlogs and management information needs, identified unnecessary procedures, and designed and automated forms for agenda setting. Implementation of recommendations has resulted in significant productivity gains.

-- **Office of the Attorney General.** Advisor to the project to develop the 1988 Long-range Automated Information and Telecommunications Systems Plan. The goals of the project were to identify current and future information requirements, improve management control and direction of data processing resources, develop long-term hardware and software strategies and improve user involvement in the systems planning process. Application development projects were identified to meet the information needs, and a cost/benefit analysis and an implementation schedule were developed for each project.

-- **Texas Department of Commerce.** Project manager on the development of a Long-range Automated Information and Telecommunications Systems Plan.

-- **Automated Information and Telecommunications Council (AITC).**

- Assisted AITC in the development of an operational review methodology used by AITC to assess the efficiency and effectiveness of state agency data processing support.

- Involved with the AITC reviews of information planning and data processing at the Texas Department of Corrections, the Texas Adult Probation Commission and the Board of Pardons and Paroles.

-- **Texas Employment Commission.** Lead analyst for a review of the management information flow and requirements within the Texas Employment Commission (TEC). Interviewed TEC Commissioners, the Administrator and upper-level managers, designed, tabulated and analyzed a statewide survey of local and regional office managers, and prepared the final report.

-- **City of Kerrville, Texas.** Systems analyst on a project to develop a comprehensive information systems plan. Responsibilities included interviewing senior management personnel, defining systems to be developed (financial, budgeting, municipal court, and land planning systems) and designing software, hardware and organizational strategies. The City of Kerrville has successfully implemented this information systems plan.

-- **Employees Retirement System of Texas.** Project manager on a management audit of the Employees Retirement System, which was completed in November 1988. The project team conducted over 45 interviews and administered approximately 25 surveys to management. The key deliverables of the project were: a report describing the findings and recommendations of the audit including a detailed, prioritized implementation plan, and a manual delineating position descriptions and performance standards for 210 positions.

-- **Texas State Board of Insurance.** Project manager on a study of the agency's complaint and enforcement activities, focusing on the agency's methods for handling consumer complaints.

-- **Speaker's Office, Texas House of Representatives.** Managed an organization and operational review of the Speaker's office focusing on communications. Both correspondence and telephone support were evaluated, and findings and recommendations were summarized in a written report.

-- **State of Louisiana.** Project manager for a project in which Andersen Consulting is currently assisting Governor Roemer's Task Force on Efficiency and Effectiveness in Louisiana State Government. The task force is working in the areas which represent 80% of all Louisiana State Government expenditures: Health/Social Services, Corrections, Transportation, Education, Compensation and Benefits. Andersen Consulting is coordinating the overall activities of the five task force teams. The 47 task force team members have conducted over 100 interviews focusing on the following: organizational structure, productivity improvement, effective use of automation, reduction of overhead costs, revenue enhancement, paperwork reduction and consolidation of services.

-- **Railroad Commission of Texas.** Lead analyst for a management study which reviewed, analyzed and offered recommendations regarding the organizational structure and operations of the agency.

-- **City of Austin.** Lead analyst for a review of the City of Austin's classification and compensation plan. Developed an interview questionnaire and met with City department supervisors to assess the extent to which the current classification and compensation system supports City department supervisors in achieving organizational objectives. Recommendations designed to enhance the use of human resources were implemented by the City.

-- **Lyndon B. Johnson School of Public Affairs.** Analyst in the review of the student and alumni information flow within the Office of Student Affairs. Duties included documenting the information flows, reviewing existing procedures, establishing a forms inventory and developing recommendations to increase office productivity and enhance services provided to faculty, students and alumni.

-- **Navajo Indian Nation.** Systems analyst in the development of a comprehensive information systems plan and the implementation of a payroll/personnel system for the Navajo Indian National tribal government. For the information plan, responsible for conducting interviews, delineating projects to be developed, and defining the hardware, software and organizational directions for the Navajo government's data processing. Delivery of health and human services (AFDC, Child Support) were also reviewed. Also assisted in payroll conversion planning and implementation tasks including the development of user procedures.

-- **Texas School for the Deaf.** Lead analyst in the technical and operational review of the computer system at the School. Responsible for analyzing performance data, estimating short- and long-term hardware needs and evaluating the adequacy of the current hardware. A five-year cost analysis was developed to support the recommendations.

-- **Texas Comptroller of Public Accounts.** Programmer/analyst on a project to design and install Petroleum Tax Systems for the Comptroller. The systems include: Motor Fuels Tax, Natural Gas Tax and Crude Oil Tax. Responsibilities included the designing, coding and testing of batch COBOL programs. Additionally, responsible for developing test data and JCL jobstreams used in testing batch programs.

-- **Large Local Bank.** Senior analyst for a profitability improvement project conducted for the trust division of a large local bank. Reviewed the organizational structure and staffing levels, in addition to evaluating existing automated information systems support. Recommendations for streamlining the organizational structure and identifying opportunities for increased use of automation resulted in significant profitability improvement.

-- **Internal Revenue Service.** Before joining Arthur Andersen & Co., held positions with the Internal Revenue Service (IRS).

- As a manager in the IRS personnel division, duties included the evaluation, design and implementation of job descriptions and a computerized payroll system. This system has been adopted for use by IRS offices throughout Texas, Arkansas, Oklahoma, Arizona and New Mexico.

- As an IRS labor relations specialist, worked with managers and employees to resolve disputes concerning job classifications and pay. Also, advised managers on the purpose, requirements and uniformity of adverse personnel actions; investigated alleged unfair labor practices and participated in labor/management negotiations. Received in-depth personnel training to ensure IRS management was conforming to the requirements of federal law, regulations and IRS procedures.

- As a training specialist, designed nationally distributed technical training materials for the automated Revenue Accounting Control System. Also responsible for substantial productivity savings resulting from new applications of existing computer systems within the Treasury Department.

- Appointed member of an IRS Office Automation Task Force which evaluated future organizational information needs of the largest IRS computer center and developed strategies for a comprehensive management information system.

MICHAEL D. RUDIN

Position: Manager, Andersen Consulting
Houston, Texas, Office

Education: Texas A&M University
BS - Economics

Experience:

-- Manager responsible for financial system software selection during requirements definition phase at a medium size oil and gas refining and marketing company. Applications included general ledger, accounts payable, accounts receivable and payroll. Responsibilities included:

- Developing software selection criteria
- Evaluating software vendors
- Performing cost/benefit analysis of alternative solutions
- Overseeing development of a new chart of accounts and code block structure

-- Project team leader for AFE, Property and Overhead applications during implementation of ICOR financial system software at a large oil and gas company. Responsibilities included:

- Budgeting and scheduling of project
- Design and review of AFE and Property batch processing and reporting
- Coordination of additional development effort
- Coordination of user testing effort
- Design and implementation of Lease Operating Statement reporting and reconciliation system

-- Lead analyst responsible for preliminary design and enhancement of the AFE and Capital Budgeting subsystems at a large oil and gas company using the ICOR financial software package. Responsibilities included:

- Report and screen design
- Data requirements definition
- ADABAS database design
- Conducting training on batch technical architecture

-- Analyst responsible for AFE batch reporting design and programmer supervision at a very large oil and gas company during the installation phase using the IMS DB/DC version ICOR financial system.

-- Analyst participating in the review and proposed enhancement of the AFE subsystem at a very large oil and gas company.

-- Programmer participating in the modification of the general ledger feeder systems for a large chemical company, resulting from a modification of the chart of accounts and the installation of the CONSCO general ledger package. Responsible for coding, testing and documenting program modifications, as well as the conversion of existing files to utilize the new coding structures.

CINDY L. HIELSCHER

Position: Experienced Senior, Andersen Consulting
Austin, Texas, Office

Education: Texas A&M University
BBA - Accounting and Business Analysis

Experience: -- **Texas Department of Human Services.** Lead Analyst in the installation of TDHS' GAAP-basis Financial Management Information System. Including general ledger, accounts payable, cost allocation and Comptroller Interface/Document Tracking subsystems.

- Developed extensive user training and documentation on expenditure and vendor maintenance documents for over 200 users both in the central office and in the regions. Designed and tested cost allocation processing programs for federal reporting , including source of funds, method of finance and factors, the allocation of expenditures between federal and state sources. Extensive testing of expenditure processing, both on-line and batch. The expenditure processing cycle validates TDHS expenditures before they are put on a pay tape to be sent to the Comptroller of Public Accounts for payment.

- Designed year-end processing and certified expenditures programs. Responsible for testing of the document tracking cycle that tracks documents through the payment process as well as extensive testing of daily cost allocation processing. Responsible for the production scheduling, monitoring and maintenance functions for all phases of FMIS.

- Analyst on the Design of an Automated Accounting System project for the Department of Human Services. The accounting system environment was reviewed, recommendations for improvement were identified, and the design of the proposed Financial Management Information System was developed. Accounting software packages were reviewed in the commercial market and the public domain to determine if they could meet the requirements for the department. In addition, a detailed design document was prepared noting the functional and technical requirements of the proposed FMIS.

-- **Texas Comptroller of Public Accounts**

- Senior analyst for the design of the Uniform Statewide Accounting System (USAS). Responsible for the functional and technical design of the general ledger, grant accounting, and program and cost accounting subsystems. Conducted interviews with state agency users and representatives of the Governor's Office and State Auditor's Office.

- Functional Analyst of Requirements Definition project for statewide general ledger, accounts payable, voucher tracking, applicant tracking and payroll/personnel systems. Responsible for reviewing functional requirements in each of the areas as well as interviewing key functional users in preparation of the Applicant Tracking Requirements Definition documents.

-- **Texas Department of Mental Health and Retardation.** Analyst/Programmer for the design and implementation of the statewide Client Assignment and Registration (CARE) system. The system was developed in a database management system user language. Responsible for programming and testing significant on-line, batch and conversion programs.

-- **Automated Information Telecommunications Council (AITC).** Assisted in the development of methodologies, including long-range planning guidelines and operational review techniques to assist AITC when it performs reviews of state agency data processing support operations and long-range plans.

-- **First City Banks.** Liaison with the 31 First City Banks during the installation of Computrol IRA/CD software. Communicated information needed by the technical staff in order to develop the conversion approach. Acquired a detailed knowledge of IRA/CD products and CD operations on the bank side.

-- **Andersen Consulting.** Assisted with a firmwide project to develop proposal support materials and a microcomputer-based demonstration system for cash management engagements.

JOHN M. VELASQUEZ

Position: Senior Consultant, Austin, Texas, Office

Education: Stanford University
BS

Experience:

-- **Employees Retirement System of Texas.** Lead analyst of a management audit of the Employees Retirement System, which was completed in November 1988. The project team conducted over 45 interviews and administered approximately 25 surveys to management, observed work flows, analyzed the organizational structure and staffing levels, and reviewed policies, procedures and internal controls. The key deliverables of the project were: a report describing the findings and recommendations of the audit and a detailed, prioritized implementation plan, and a manual delineating position descriptions and performance standards for 210 positions.

-- **The University of Texas System.** Senior analyst on the project to assist The University of Texas System with the development and implementation of a strategic information reporting plan. The key goal of the project is to develop a management information system comprising a system-wide database and related applications to support decision-making by the Board of Regents.

-- **Texas Water Commission.** Analyst on a project to assist the Texas Water Commission with the development of a long-range Automated Information and Telecommunication (AITS) plan. Tasks included identifying user information requirements, developing profiles of existing systems and drafting an implementation schedule for new systems projects.

-- **Texas Education Agency.** Senior analyst on the Preliminary System Design of an automated Grant Application System. The system will allocate federal and state funds to 1,100 local education agencies throughout the annual fund flow cycle.

-- **Texas Housing Agency**

- Lead analyst on the installation and conversion of a loan-servicing software package. Responsibilities included the development of the project work program; the design of the interfaces to existing general ledger and foreclosure processing software; and the development and implementation of conversion and system test plans.

- Lead analyst on a project to assist Texas Housing Agency evaluate the appropriateness of converting to a new mortgage loan servicing software package. Responsibilities included reviewing the Texas Housing Agency's Loan Servicing operations, identifying current system weaknesses and data processing needs, developing functional and technical criteria to be used in selecting a systems solution, and participating in on-site demonstrations of commercially available software packages.

-- **Texas Comptroller of Public Accounts.** Programmer/analyst on a project to design and install Petroleum Tax Systems for the Texas Comptroller of Public Accounts. The systems include:

- Motor Fuels Tax
- Natural Gas Tax
- Crude Oil Tax

Responsibilities included the designing, coding and testing of batch COBOL programs. Additionally, he was responsible for developing test data and JCL jobstreams used in testing batch programs.

-- **MCI Telecommunications.** Programmer/analyst on several projects for MCI Telecommunications. The projects included:

- Standard Telemarketing System (STS) interface with existing regional systems.
- On-line sales verification program to validate sales made through the STS system.
- Repair and enhancement of MCI scripter utility.

Responsibilities included the designing, coding and testing of programs written in Wang COBOL. Mr. Velasquez was also responsible for developing the run procedures for the Standard Telemarketing System Interface and for producing user documentation.

-- **IBM, Palo Alto, California.** Before joining Arthur Andersen & Co., served as a project engineer for IBM, Palo Alto, California. Worked with first- and second-line managers to keep system and development plans updated and prepared status reports for bimonthly division meetings. Also worked to design and implement enhancements to a project management database program written in REXX.

GARY MORGAN

Position: Senior Consultant, Austin, Texas, Office

Education: University of Missouri at Columbia
BS

University of Texas at Austin
MBA

Experience:

-- **Deep East Texas Regional Mental Health and Retardation Services.** Project leader on a requirements definition study of the center's financial and client data system, as well as a software evaluation and selection.

-- **American Cancer Society.** Functional analyst on a project to select a financial accounting system for this large nonprofit organization. The project included the assessment of the functional and technical requirements of ACS, preparation of an RFP, evaluation and selection of a suitable software package and subsequent installation of the software at selected client locations.

-- **City of San Saba, Texas.** Project leader on the installation of an Integrated Utility Billing and Collection and Financial Accounting System. The project successfully merged the billing processes of the City's water department and an electric utility company.

-- **Galveston County Water Control and Improvement District.**

- Project leader on the installation of a comprehensive, on-line financial accounting and operations management system. The project included the design and coding of the Process Monitoring and Control System, a SMART spreadsheet application for tracking and reporting monthly discharge volumes to the Environmental Protection Agency and the Texas Water Commission.

- Functional analyst in the organizational and personnel review for the utility district. Recommendation from this review resulted in significant reorganization of the water district personnel, their duties and procedures.

-- **Texas Department of Mental Health and Mental Retardation.** Programmer on the installation of a statewide custom Client Assignment and Registration System, using the Model 204 data base management system.

-- **Texas Educational Consultative Services, Inc.** Functional analyst on a project to perform a feasibility study of redeveloping the client's software products to accommodate Texas Education Agency (TEA) requirements for reporting student, personnel and asset information. The project included a review of the Public Education Information Management System (PEIMS).

-- **MUNIS Application Systems.** Technical assistant in the installation of on-line accounting systems for:

- City of Beaumont, Texas
- City of Kerrville, Texas
- City of Schaumberg, Illinois
- Acoma Pueblo, New Mexico

-- **Andersen Consulting.** Analyst on an Andersen Consulting firmwide project to develop documentation and controls for MUNIS, a series of governmental accounting software packages.

-- **BPI Systems, Inc.** Technical support supervisor in the customer support department. Duties included the training of new customer support analysts in BPI's line of microcomputer-based accounting applications, vendor support and telephone support for end-users. Additionally, installed BPI accounting applications for six local businesses while employed as an independent consultant.

-- **Businessland, Inc.** Business systems consultant responsible for the sale, installation and support of microcomputers, peripheral equipment and business software to local area businesses. His customer accounts included a telephone company whose applicants required modem connections between distant points and mini-computer emulation by microcomputers.

CLIENT REFERENCES

To assess the effectiveness of our services and our qualifications, we invite you to contact the following officials for whom we have provided consulting services

Mr. Mike Fernandez
Executive Director
State Occupational Information
Coordinating Committee
(512) 463-2399

Ms. Karen Phillips
Director of Planning and Research
(former Chief Clerk)
Texas Water Commission
(512) 463-7898

Mr. Bob Bullock
Comptroller
Texas Comptroller of Public Accounts
(512) 475-1901

Ms. Mareda Summers
Chief Information Officer
Texas Water Commission
(512) 463-7898

Mr. Jack Roberts
Chief Deputy Comptroller
Texas Comptroller of Public Accounts
(512) 463-4002

Mr. John Sharp
Commissioner
Railroad Commission of Texas
(512) 463-7288

Mr. Paul Williams
Associate Deputy Treasurer
Texas State Treasury Department
(512) 463-6000

Mr. John Thomson
Director of Finance
Texas Department of Human Services
(512) 450-3912

Ms. Pamela A. Carley
Chairman, Board of Trustees
Employees Retirement System of Texas
(512) 476-6431

Mr. Casey Hoffman
Special Assistant
Child Support Enforcement Division
Office of the Attorney General
(512) 463-2181

Dr. G. V. Brindley, Jr.
Executive Director
Texas State Board of Medical Examiners
(512) 452-1078

Hon. Ric Williamson
Automated Information and
Telecommunications Council
(512) 463-5530

Mr. James A. Lynaugh
Executive Director
Texas Department of Corrections
(409) 294-2159

Mr. William D. Grossenbacher
Administrator
Texas Employment Commission
(512) 463-2652

Ms. Sally Anderson
Information Services Director
Texas Department of Mental
Health and Mental Retardation
(512) 465-4595

Ms. Ann Richards
State Treasurer
(512) 463-5946

41 0100

PROJECT METHODOLOGY, APPROACH, AND COST

OUR METHODOLOGY AND APPROACH

In response to Fort Bend County's request for proposal, we have included our approach to complete a study of the county's data processing department.

On the following pages our firm's well-respected methodology, METHOD/1, has been used to structure our approach to meeting your particular needs. This methodology has been utilized on thousands of engagements to consistently deliver projects on schedule and within budget. However, Andersen Consulting does not apply a "cookbook" approach to completing its projects, since each client engagement is unique. To best address the requirements of Fort Bend County, we have customized our work plan to meet your needs as set forth in the RFP.

Over the two month engagement, we will issue biweekly status reports so that Fort Bend County management can assess the progress of this project. Also, at critical points during the project, periodic meetings will be held with project management for project review and approval. From more than three decades of systems consulting experience, we have determined that management review and approval at predetermined checkpoints are absolutely critical to the success of any engagement. In addition, the Andersen Consulting methodology provides for quality assurance reviews by a partner with significant public-sector experience, who is not associated with the project on a day-to-day basis. His objectivity ensures that we are preforming a maximum quality service for Fort Bend County.

The methodology and approach for addressing your particular needs follows. Andersen Consulting will work with you to achieve your goals and objectives on time and on budget.

FORT BEND COUNTY TEXAS

STUDY OF THE DATA PROCESSING DEPARTMENT

SUMMARY WORK PLAN

Task	Description
110	DEFINE SCOPE AND ORGANIZE PROJECT
120	DOCUMENT PRESENT INFORMATION SYSTEMS
130	REVIEW PRESENT OPERATIONS, TECHNICAL ARCHITECTURE, CAPACITY
140	REVIEW DEPARTMENTAL OPERATIONS
150	DETERMINE INFORMATION TECHNOLOGY STRATEGY
160	DEVELOP STRATEGIC APPLICATION PLAN
170	PREPARE ORGANIZATION PLAN
180	DEFINE TECHNOLOGY RECOMMENDATIONS
190	PRESENT INFORMATION ACTION PLAN

41 0102

FORT BEND COUNTY TEXAS

STUDY OF THE DATA PROCESSING DEPARTMENT

DETAILED WORK PLAN

Task	Step	Description	Days
110		DEFINE SCOPE AND ORGANIZE PROJECT	3
	111	Define project scope and approach	
	115	Obtain management commitment	
	117	Organize project team	

FORT BEND COUNTY TEXAS

STUDY OF THE DATA PROCESSING DEPARTMENT

DETAILED WORK PLAN

Task	Step	Description	Days
120		DOCUMENT PRESENT INFORMATION SYSTEMS	4
	121	Review existing systems plans	
	125	Inventory current, in progress, and proposed systems	
	127	Summarize systems by department and/or user group	

FORT BEND COUNTY TEXAS

STUDY OF THE DATA PROCESSING DEPARTMENT

DETAILED WORK PLAN

Task	Step	Description	Days
130		REVIEW PRESENT OPERATIONS, TECHNICAL ARCHITECTURE, AND CAPACITY	4
	131	Interview data processing management	
	133	Review present hardware and systems software	
	134	Review current communications components	

FORT BEND COUNTY TEXAS

STUDY OF THE DATA PROCESSING DEPARTMENT

DETAILED WORK PLAN

Task	Step	Description	Days
140		REVIEW DEPARTMENTAL OPERATIONS	23
	141	Interview elected officials	
	142	Interview county department heads	
	143	Interview other key users	
	144	Review manual systems	
	145	Review training methods and documentation for manual and automated systems	
	148	Assess the need for automation of manual processes	

FORT BEND COUNTY TEXAS

STUDY OF THE DATA PROCESSING DEPARTMENT

DETAILED WORK PLAN

Task	Step	Description	Days
150		DETERMINE INFORMATION TECHNOLOGY STRATEGY	3
	151	Assess the appropriateness of current technology	
	153	Identify high priority applications	
	157	Confirm technology direction with management	

FORT BEND COUNTY TEXAS

STUDY OF THE DATA PROCESSING DEPARTMENT

DETAILED WORK PLAN

Task	Step	Description	Days
160		DEVELOP STRATEGIC APPLICATION PLAN	5
	162	Define high-level application requirements	
	163	Define overall development and maintenance approaches	
	165	Approve and publish strategic application plan	

FORT BEND COUNTY TEXAS

STUDY OF THE DATA PROCESSING DEPARTMENT

DETAILED WORK PLAN

Task	Step	Description	Days
170		PREPARE ORGANIZATION PLAN	2
	171	Develop plan to incorporate technology changes into department operation	
	173	Review personnel requirements plan with management	

FORT BEND COUNTY TEXAS

STUDY OF THE DATA PROCESSING DEPARTMENT

DETAILED WORK PLAN

Task	Step	Description	Days
180		DEFINE TECHNOLOGY RECOMMENDATIONS	3
	181	Identify and cost technical architecture alternatives	
	185	Develop technology recommendations	

FORT BEND COUNTY TEXAS

STUDY OF THE DATA PROCESSING DEPARTMENT

DETAILED WORK PLAN

Task	Step	Description	Days
190		PRESENT INFORMATION ACTION PLAN	6
	191	Develop migration strategy	
	193	Prepare information action plan	
	195	Approve information action plan	

PROJECT COST

Based upon our understanding of your requirements, we estimate approximately 30 interviews will be conducted with elected officials, county department user personnel, and data processing personnel. Additional time will be required of county officials and personnel over the course of the project so that we might complete our analysis of the current situation and provide an information plan of maximum quality for Fort Bend County.

We anticipate that our total fees for the project will be $50,000, plus reimbursement for out-of-pocket expenses, not to exceed 15% of fees. Our fees are directly related to the time we anticipate spending on this engagement. Should the project team complete the project in less time than has been estimated, we will bill only for the actual time and expenses incurred. As is our normal practice, we will bill you for our services and out-of-pocket expenses on a monthly basis.

Should our fees become a disqualifying factor, we request the opportunity to negotiate the scope of our proposal with a commensurate adjustment to fees, expenses, and responsibilities.

FORT BEND COUNTY TEXAS

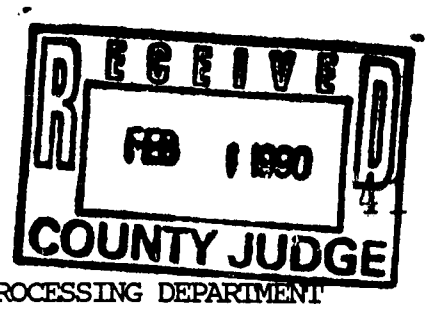
STUDY OF THE DATA PROCESSING DEPARTMENT

FEE SUMMARY

Task	Description	Professional Fees
110	DEFINE SCOPE AND ORGANIZE PROJECT	$3,300
120	DOCUMENT PRESENT INFORMATION SYSTEMS	4,000
130	REVIEW PRESENT OPERATIONS, TECHNICAL ARCHITECTURE, CAPACITY	4,000
140	REVIEW DEPARTMENTAL OPERATIONS	20,000
150	DETERMINE INFORMATION TECHNOLOGY STRATEGY	3,000
160	DEVELOP STRATEGIC APPLICATION PLAN	5,000
170	PREPARE ORGANIZATION PLAN	2,000
180	DEFINE TECHNOLOGY RECOMMENDATIONS	2,800
190	PRESENT INFORMATION ACTION PLAN	5,900
	TOTAL	**$50,000**

41 0113

AGENDA ITEM
2/12
#15



0114

STATE OF TEXAS :
:
COUNTY OF FORT BEND:

CONTRACT TO CONDUCT A STUDY OF THE DATA PROCESSING DEPARTMENT
BETWEEN
COUNTY OF FORT BEND, TEXAS
AND
ANDERSEN CONSULTING
ARTHUR ANDERSEN & CO., S.C.

The County of Fort Bend, Texas, hereinafter referred to as the County, and Andersen Consulting, Arthur Andersen & Co., S.C., hereinafter referred to as Contractor, hereby make and enter into this agreement for the mutual consideration set forth below. The County issued a request for proposal for professional services (#89-084), hereinafter called the RFP, dated November 1989. In response, the Contractor submitted a proposal dated November 27, 1989. The RFP is attached hereto and the proposal is incorporated by specific reference into this contract as if set out fully herein, with the exception that Contractor personnel identified in the proposal may be substituted, subject to their availability. Both the RFP and the proposal are to be considered as part of this contract for all purposes.

I. Statement of Services

The Contractor agrees to conduct a study of the data processing department for the County as stated in the RFP and specified in the proposal.

II. Term of Contract

The term on this agreement shall begin on February 12, 1990, and end on April 30, 1990, unless terminated earlier for breach of this agreement, or by mutual agreement. If such mutual agreement cannot be attained, either party to this agreement may consider it to be cancelled by the giving of at least thirty (30) days notice in writing to the other party and this agreement shall thereupon be cancelled upon the expiration of a thirty (30) day period after receipt of the notice of cancellation. In the event of termination for any reason before the stated expiration date, Contractor shall provide the County with its work product produced as of the date of termination.

III. Payment Under Contract

For and in consideration of the delivery of the herein described services, the County agrees to pay the Contractor an amount up to and not to exceed fifty-seven thousand five hundred dollars and no cents ($57,500.00) for services provided and expenses incurred. However, if the delivery of services contemplated herein requires less fees and expense than Contractor has estimated, the County shall be billed for actual fees and expenses only.

IV. Amendment and Changes

Any alteration, addition, or deletion to the terms of this contract shall be by amendment hereto in writing and executed by both parties hereto on or before the proposed effective date of said amendment.

V. Inspection and Monitoring

The Contractor agrees to make available at reasonable times and for reasonable periods, pertinent records, files, information and other written materials for the purposes of inspecting, monitoring, auditing or evaluating by the County officials or personnel, or its representatives.

VI. Signatory

Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they are either an official of the County or an agent for the Contractor for which he is executing this contract and that they have full authority to enter into this contract. In witness whereof, the parties so hereby execute this contract this 5th day of February 1990.

County of Fort Bend
State of Texas

Andersen Consulting
Arthur Andersen & Co., S.C.

Wayne E. Miers

Jodie E. Stavinoha
County Judge

Wayne E. Miers
Partner, Andersen Consulting

Bud O'Shieles
Precinct 1 Commissioner

Ben Denham
Precinct 2 Commissioner

Alton Pressley
Precinct 5 Commissioner

Bob Lutts
Precinct 4 Commissioner

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 22nd 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. 81120 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutto, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81120

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

1-12-90
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

AS PER ORIGINAL

41 0118

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. 81120

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)

Oakland #1

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Brandon Court	400' North of ~~St. Jude~~ COURT OF ST. JUDE	60'	X			
~~St. Jude~~ COURT OF ST. JUDE	400" South of Brandon Court	60'	X			
Oakland Drive	110' West of Dorothea Lane	90'	X			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Elkins Road	5' South of Sweetwater Blvd.	120' North of ~~St. Jude~~ COURT OF ST. JUDE	1180'

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 Vetrans Memorial Suite 140
(Street/P.O. Box)

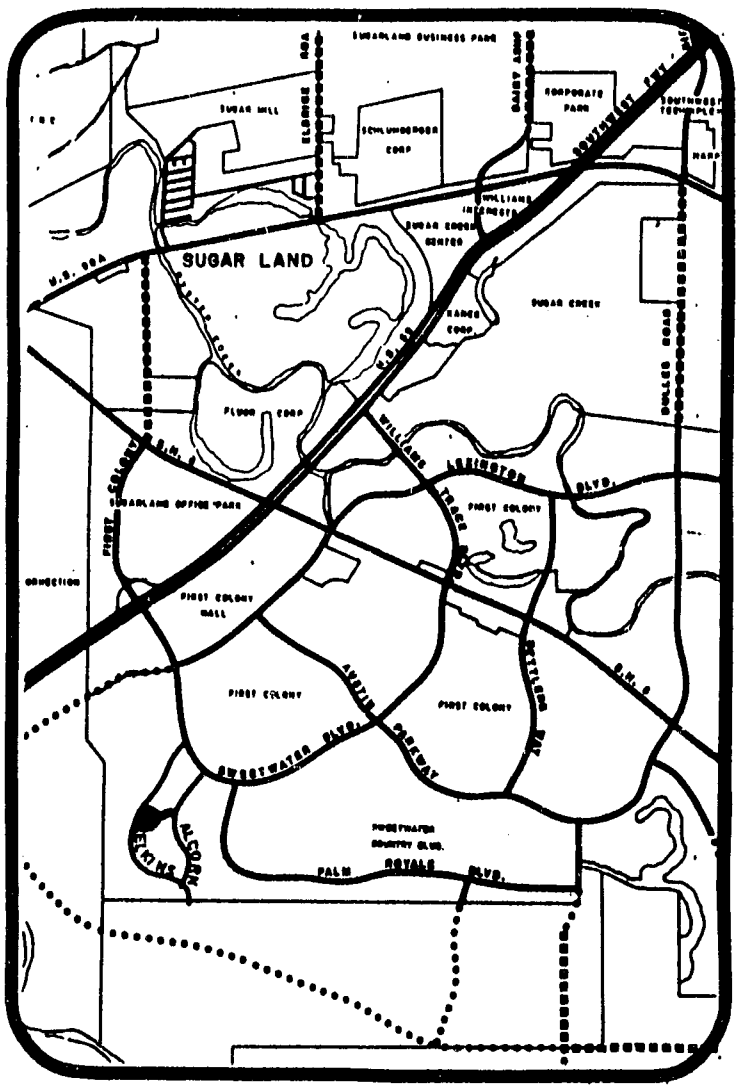
Houston Texas 77014
City State Zip

TELEPHONE NO: (713)537-2765

41 0119

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Oakland Drive	120' North East of Sarah's Cove	60'	X			
Elkins ~~Drive~~ ROAD	5' North of Oakland Drive	70'	X			
Elkins Road	120' South West of Oakland Drive	70'	X			

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

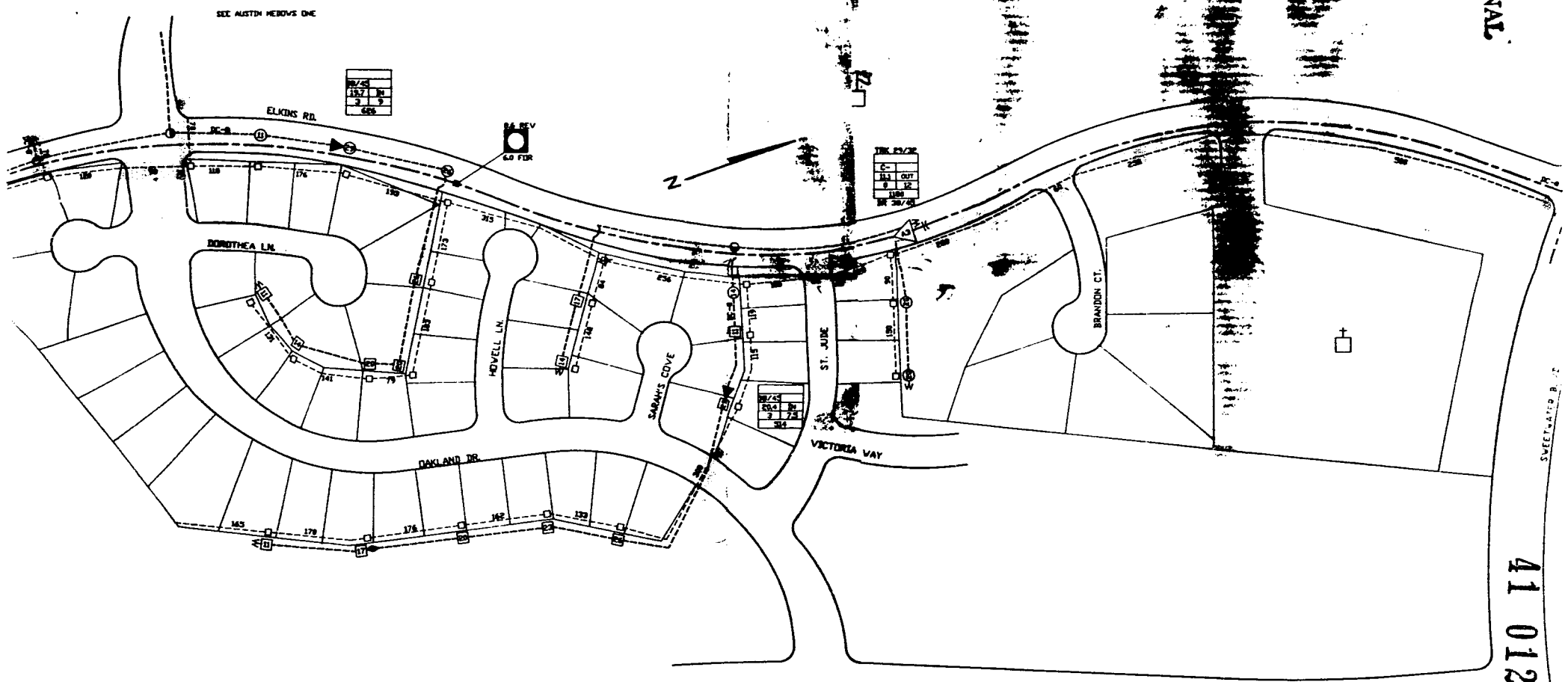


Vicinity Map

SCALE : 1"=10,000'

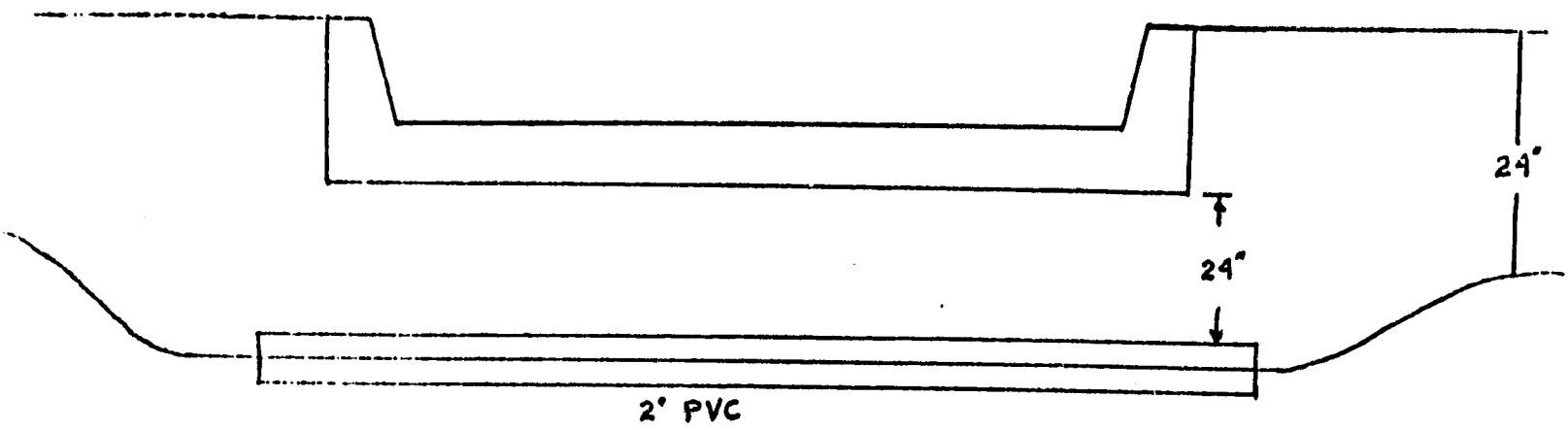
OAKLAND SECTION ONE

AS PER ORIGINAL



OAKLAND SECTION ONE

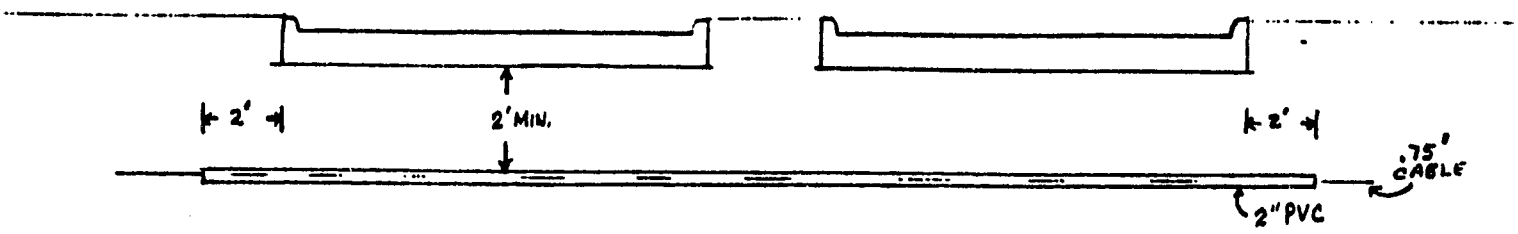
41 0121



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

16

41 0124

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 1/12/90, permit no. 81121 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81121

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

1-15-90
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

41 0126
AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81121

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)

Sugar Crossing

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Lexington Blvd.	210' South West of Sugar Crossing Drive	100'	X			
Brenner Ct.	220' West of Sugar Crossing Drive	50'	X			

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

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

General Description

All construction will be done according to all County Specifications.

Cable crossings will be a minimum of 24" below bottom of road slab 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)

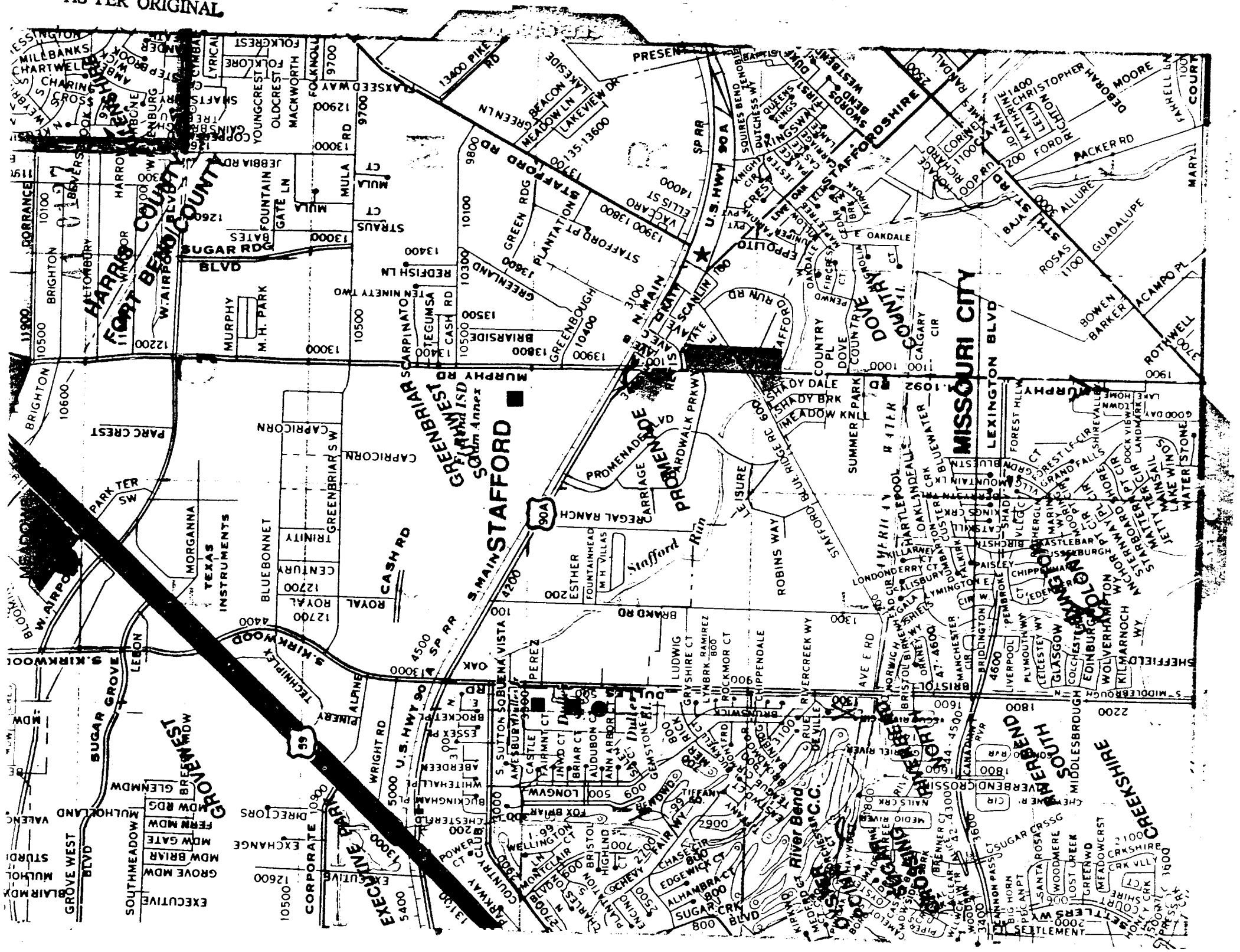
NAME & TITLE Bill McCrary-Project Supervisor
(Please Print)

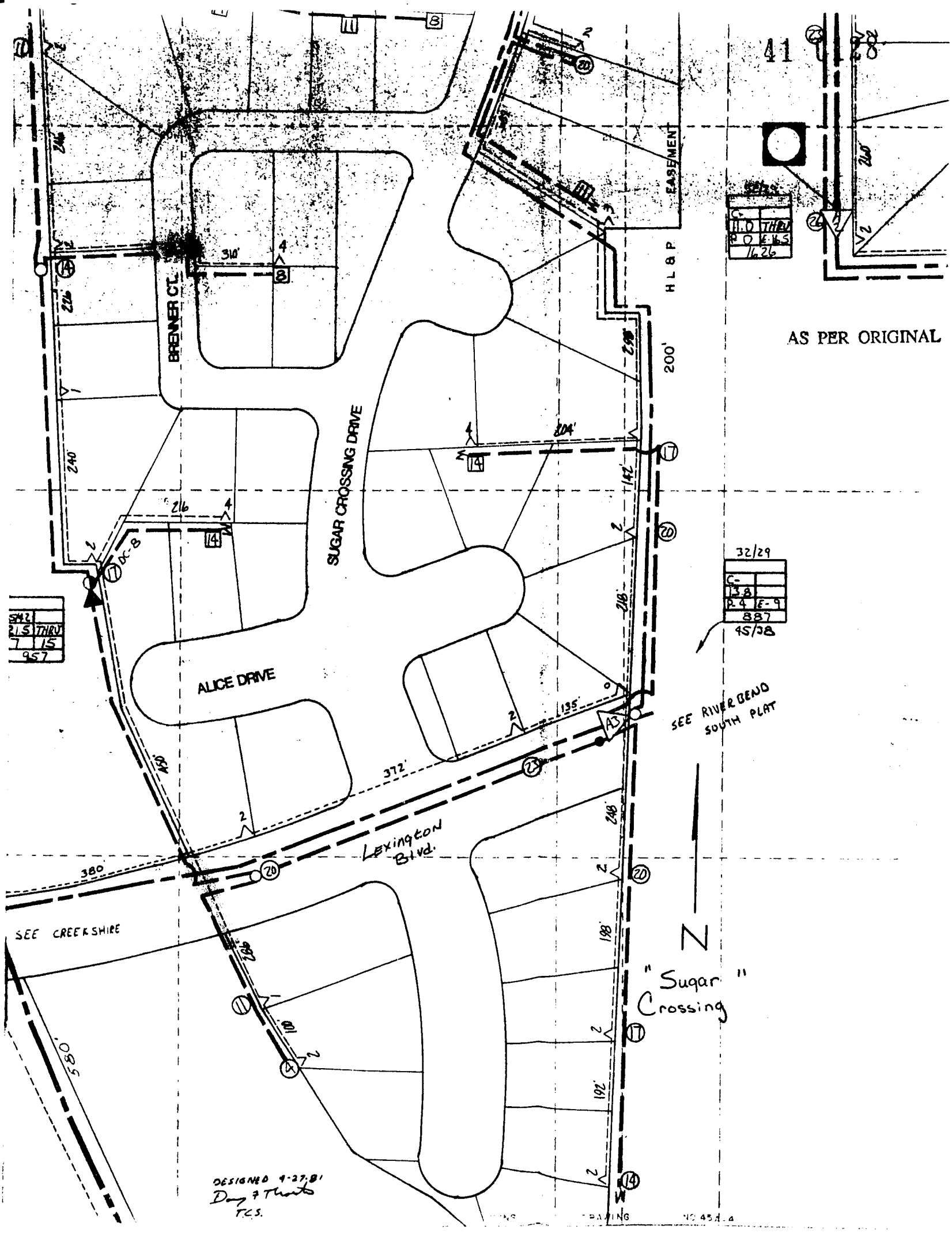
DATE: January 12, 1990
ADDRESS: 13700 Veterans Memorial #140
(Street/P.O. Box)

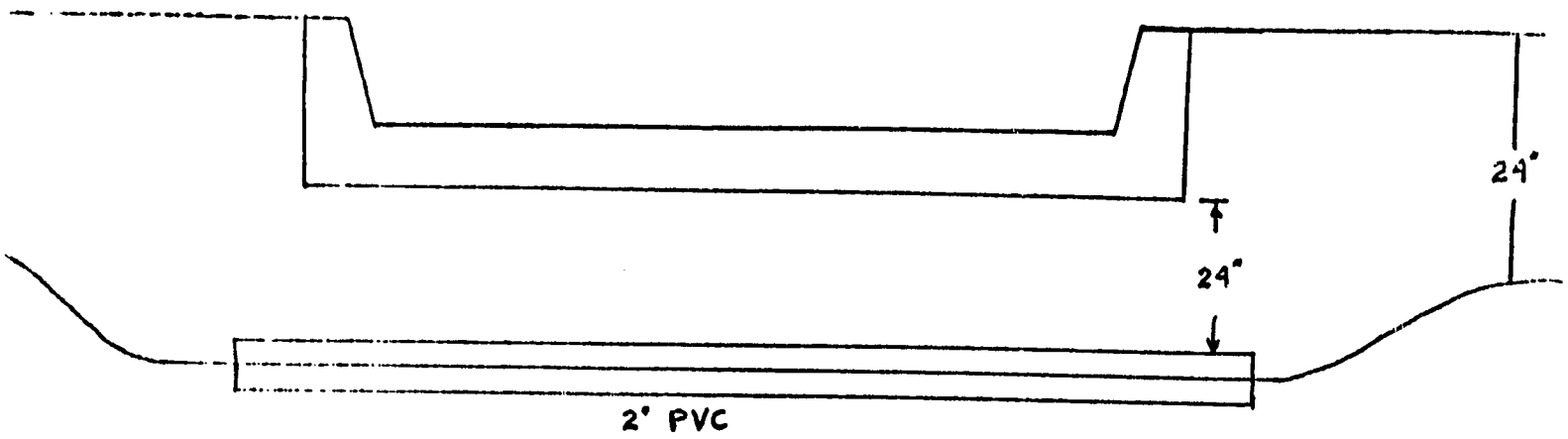
Houston Texas 77014
City State Zip

TELEPHONE NO: (713)537-2765

AS PER ORIGINAL



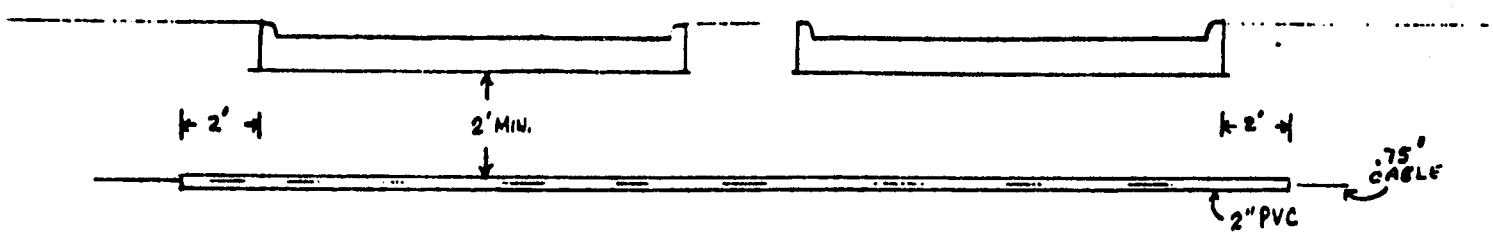

41
AS PER ORIGINAL
BRENNER CT.
SUGAR CROSSING DRIVE
ALICE DRIVE
H L & P
EASEMENT
200'
Lexington Blvd.
SEE RIVER BEND SOUTH PLAT
SEE CREEKSHIRE
"Sugar Crossing"
N
DESIGNED 4-27-81
T.C.S.



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

COUNTY OF FORT BEND

Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

January 12, 1990

Mr. Kent S. Puckett
Vice President - Development
Sugarland Properties, Inc.
1250 Shoreline Drive, Suite 360
Sugar Land, TX 77478

Re: Replacement Bonds

Dear Mr. Puckett:

As per your letter dated January 10, 1990, I have reviewed the "Replacement Bonds" and have no objections. Attached is a list of nine(9) Subdivisions and/or Roads you are requesting that the Bonds/Letters of Credit be replaced on.

I will recommend that these items be placed on the Commissioners' Court Agenda for Monday, January 22, 1990.

If you have any questions or comments regarding this matter, feel free to contact me.

Sincerely,

Karl E. Baker

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

KEB/mk

attachment

cc: Commissioner Bob Lutts, Fort Bend County Precinct 4
Mr. Larry Wagenbach, Fort Bend County Asst. Dist. Attorney - Civil
Mr. Ron Drachenberg, Fort Bend County Engineer
file

The following is a list of the Subdivisions and their original Bond and/or Letter of Credit. These are currently being replaced by SPI with either Maintenance or Performance/Payment Bonds.

* COLONY MEADOWS, SECTION 1

CURRENT	REPLACEMENT
✓L.O.C. #I-403118 $264,627.00	Maint. Bond #8117-4155 $815,643.25

* COLONY MEADOWS, SECTION 2

CURRENT	REPLACEMENT
Maint. Bond #8117-4155 $815,643.25 (5/16/89)	Maint. Bond #8117-4155 $815,643.25 (11/6/89)

OAKS OF ALCORN, SECTION 1

CURRENT	REPLACEMENT
✓L.O.C. #I-404466 $89,130.00	Perf./Pay.Bond #8117-4151 $460,914.50

OAKS OF ALCORN, SECTION 3

CURRENT	REPLACEMENT
✓L.O.C. #I-404752 $213,400.00	Perf./Pay.Bond #183000 $331,152.70

AUSTIN MEADOW, SECTION 2

CURRENT	REPLACEMENT
✓L.O.C. #I-406504 $234,550.00	Perf./Pay.Bond #8123-8050 $375,479.79

* WILLIAMS GLEN, SECTION 1

CURRENT	REPLACEMENT
✓L.O.C. #I-406503 $287,000.00	Perf./Pay.Bond #8117-4177 $663,416.04

* ELKINS ROAD

CURRENT	REPLACEMENT
✓L.O.C. #I-406502 $148,350.00	Perf./Pay/Bond #8117-4177 $663,416.04

* COLONY CREEK

CURRENT	REPLACEMENT
✓L.O.C. #I-407580 $333,270.00	Perf./Pay.Bond #8123-8049 $911,468.90

* COLONY OAKS, SECTION 1

CURRENT	REPLACEMENT
✓L.O.C. #I-407581 $135,375.00	Perf./Pay.Bond #8123-8049 $911,468.90

* indicates that the Bond is the same on more than one Subdivision

COMPLAINT NOTICE
Should any dispute arise about your premium or about a claim that you filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, TX 78786.
This notice of complaint procedure is for information only and does not become a part or condition of this policy.

IV

PERFORMANCE BOND

STATE OF TEXAS Bond Number: 8123-8049

COUNTY OF HARRIS Date of Bond Executed: _____

PRINCIPAL: DURWOOD GREENE CONSTRUCTION CO.

SURETY: FEDERAL INSURANCE COMPANY

PENAL SUM OF BOND (express in words and figures): ($911,468.90)
NINE HUNDRED ELEVEN THOUSAND FOUR HUNDRED SIXTY-EIGHT AND 90/100----------

CONTRACT NO.: _____ DATE OF CONTRACT: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named are held and firmly bound unto Sugarland Properties Incorporated, and Jodie E. Stavinoha, County Judge of Fort Bend County, or his successor in office, and Texas Commerce Bank National Association, hereinafter called the Owner, in the penal sum of the amount stated above, for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain Contract with the Owner, numbered and dated as shown above and hereto attached;

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements, of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modificatons to the surety being hereby waived, then this obligaton to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and

corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DURWOOD GREENE CONSTRUCTION CO.
CONTRACTOR

SEAL

WITNESS: J. N. Greene, Secty

BY: Jerry L. Berry
JERRY L. BERRY, VICE-PRESIDENT
P.O. BOX 1338, STAFFORD, TX 77477
ADDRESS

SEAL

FEDERAL INSURANCE COMPANY
SURETY

~~ATTEST~~:
WITNESS: Janice Stephens
Janice Stephens

BY: Lisa Young
LISA YOUNG, ATTORNEY-IN-FACT
c/o CORROON & BLACK, INC.
ADDRESS
1225 N. LOOP WEST #700
HOUSTON, TX 77008

TITLE: ASSISTANT

COMPLAINT NOTICE
Should any dispute arise about your premium or about a claim that you filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, TX 78786.
This notice of complaint procedure is for information only and does not become a part or condition of this policy.

IV

PERFORMANCE BOND

STATE OF TEXAS BOND NUMBER: 8117-4177

COUNTY OF HARRIS Date of Bond Executed: _____

PRINCIPAL: DURWOOD GREENE CONSTRUCTION CO.

SURETY: FEDERAL INSURANCE COMPANY

PENAL SUM OF BOND (express in words and figures): $663,416.04
SIX HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED SIXTEEN AND 04/100----------

CONTRACT NO.: _____ DATE OF CONTRACT: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named are held and firmly bound unto Sugarland Properties Incorporated and Jodie E. Stavinoha, County Judge of Fort Bend County, or his successor in office hereinafter called the Onwer, in the penal sum of the amount stated above, for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain Contract with the Owner, numbered and dated as shown above and hereto attached;

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditons, and agreements, of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modificatons to the surety being hereby waived, then this obligaton to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and

corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DURWOOD GREENE CONSTRUCTION CO.
CONTRACTOR

SEAL

WITNESS: J W Greene, Secty

BY: Jerry L. Berry
JERRY L. BERRY, VICE-PRESIDENT
P.O. BOX 1338, STAFFORD, TX 77477
ADDRESS

SEAL

FEDERAL INSURANCE COMPANY
SURETY

~~ATTEST~~
WITNESS:

Diane Dasinger

DIANE DASINGER

BY: Lisa Young
LISA YOUNG, ATTORNEY-IN-FACT
c/o CORROON & BLACK, INC
ADDRESS 1225 N. LOOP WEST #700
HOUSTON, TX 77008

TITLE: _____

COMPLAINT NOTICE
Should any dispute arise about your premium or about a claim that you filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, TX 78786.
This notice of complaint procedure is for information only and does not become a part or condition of this policy.

IV

PERFORMANCE BOND

STATE OF TEXAS BOND NUMBER: 8123-8050

COUNTY OF HARRIS Date of Bond Executed: _____

PRINCIPAL: DURWOOD GREENE CONSTRUCTION CO.

SURETY: FEDERAL INSURANCE COMPANY

PENAL SUM OF BOND (express in words and figures): ($375,479.79)
THREE HUNDRED SEVENTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-NINE AND 79/100----------

CONTRACT NO.: _____ DATE OF CONTRACT: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named are held and firmly bound unto Sugarland Properties Incorporated, and Jodie E. Stavinoha, County Judge of Fort Bend County, or his successor in office, and Texas Commerce Bank National Association, hereinafter called the Owner, in the penal sum of the amount stated above, for the payment of which sum well and truly to made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain Contract with the Owner, numbered and dated as shown above and hereto attached;

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements, of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modificatons to the surety being hereby waived, then this obligaton to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals on the date indicated above, the name and

corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

DURWOOD GREENE CONSTRUCTION CO.
CONTRACTOR

SEAL

WITNESS: J W Greene, Secty

BY: Jerry L. Berry
JERRY L. BERRY, VICE-PRESIDENT
P.O. BOX 1338, STAFFORD, TX 77477
ADDRESS

SEAL

FEDERAL INSURANCE COMPANY
SURETY

~~ATTEST~~:
WITNESS: Janice Stephens
Janice Stephens

BY: Lisa Young
LISA YOUNG, ATTORNEY-IN-FACT
c/o CORROON & BLACK, INC.
ADDRESS
1225 N. LOOP WEST #700
HOUSTON, TX 77008

TITLE: Assistant

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That BROWN-HARRIS, INC. of the City of RICHMOND County of FORT BEND, and State of TEXAS, as Principal, and SEABOARD SURETY COMPANY authorized under the Laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto SUGARLAND PROPERTIES, INCORPORATED (Owner), in the penal sum of THREE HUNDRED THIRTY-ONE THOUSAND, ONE HUNDRED FIFTY-TWO AND 70/100 Dollars ($ 331,152.70) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 19 _____, to

CONSTRUCTION OF
OAKS OF ALCORN SECTION THREE
PAVING IMPROVEMENTS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of (Article 5160 for Public Work) (Article 5472d for Private Work)* of the revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein."

*Not applicable for federal work. See "The Miller Act," 40 U.S.C. S270.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument 3rd day of August, 19 89.

BROWN-HARRIS, INC.	SEABOARD SURETY COMPANY
Principal	Surety
BY: [signature]	BY: [signature]
TITLE: President	Andrew J. Janda TITLE: Attorney-in-Fact
ADDRESS: P.O. Box 507	ADDRESS: P.O. Box 924528
Richmond, Texas 77469	Houston, Texas 77292-4528

The name and address of the Resident Agent of Surety is:

Tarpey & Company, P.O. Box 924528, Houston, Texas 77292-4528

Texas Local Recording Agents, License No. 0102432

"COMPLAINT NOTICE:" SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, CONTACT THE AGENT OR WRITE THE COMPANY THAT ISSUED THE BOND. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE THE STATE BOARD OF INSURANCE, DEPT. C., 1110 SAN JACINTO, AUSTIN, TEXAS 78786. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS BOND.

COMPLAINT NOTICE
Should any dispute arise about your premium or about a claim that you filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, TX 78786.
This notice of complaint procedure is for information only and does not become a part or condition of this policy.

BOND NUBMER: 8117-4151 OAKS OF ALCORN I 41 0141

PERFORMANCE BOND

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS: That Durwood Greene Construction Co. of the City of Stafford County of Fort Bend, and State of Texas, as Principal, and Federal Insurance Company authorized under the Laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Sugarland Properties, Inc. (Owner), in the penal sum of Four Hundred Sixty Thousand Nine Hundred Fourteen & 50/100-- Dollars ($460,914.50) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 19 _____, to

CONSTRUCTION OF
THE OAKS OF ALCORN
PAVING IMPROVEMENTS

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, That this bond is executed pursuant to the provisions of (Article 5160 for Public Work)* of the revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein."

*Not applicable for federal work. See "The Miller Act," 40 U.S.C. S270.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to work performed thereunder, or the plans, specifications, or drawings, accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument 8th day of December, 19 88.

Durwood Greene Construction Co.	Federal Insurance Company
Principal	Surety
BY: Jerry L. Berry	BY: Lisa Young
TITLE: Jerry L. Berry Vice-President	TITLE: Lisa Young Attorney-in-Fact
ADDRESS: P.O. Box 1338	ADDRESS: c/o William H. Ratz & Associates, Inc.
Stafford, TX 77477	2925 Briarpark #150
	Houston, TX 77042

The name and address of the Resident Agent of Surety is:

William H. Ratz/William H. Ratz & Associates, Inc.
2925 Briarpark #150, Houston, TX 77042

MAINTENANCE BOND

STATE OF TEXAS

BOND NUMBER: 8117-4155

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That we, DURWOOD GREENE CONSTRUCTION CO.

as Principals and FEDERAL INSURANCE COMPANY

as Surety, do acknowledge ourselves firmly bound, jointly and severally, to pay unto SUGARLAND PROPERTIES, INC. AND JODIE E. STAVINOHA, COUNTY JUDGE OF FORT BEND COUNTY

the sum of EIGHT HUNDRED FIFTEEN THOUSAND SIX HUNDRED FORTY-THREE AND 25/100-- ($815,643.25)

for the payment of which sum be bind ourselves, our heirs, executors, assigns and successors firmly by these presents:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

Whereas, DURWOOD GREENE CONSTRUCTION CO.

on the 2ND day of MAY 1987 entered into a oontract with SUGARLAND PROPERTIES, INC. wherein and whereby the said DURWOOD GREENE CONSTRUCTION CO., Contractor, agreed and obligated itself to perform all work and furnish all materials and labor for CONSTRUCTION OF COLONY MEADOWS SECTION ONE AND TWO, PAVING IMPROVEMENTS

at a contract price of EIGHT HUNDRED FIFTEEN THOUSAND SIX HUNDRED FORTY-THREE AND 25/100---------- (815,643.25)

Whereas, said SUGARLAND PROPERTIES, INC. AND JODIE E. STAVINOHA, COUNTY JUDGE OF FORT BEND COUNTY desires that DURWOOD GREENE CONSTRUCTION CO. furnish a Maintenance Bond in the sum of EIGHT HUNDRED FIFTEEN THOUSAND SIX HUNDRED FORTY-THREE AND 25/100---- ($815,643.25)

conditioned to repair at its own expense, to the satisfaction of the owner, SUGARLAND PROPERTIES, INC. AND JODIE E. STAVINOHA, COUNTY JUDGE OF FORT BEND COUNTY and defects caused by the use of imperfect materials or workmanship that may appear in one year from date of acceptance of the work.

Now, therefore, if the said DURWOOD GREENE CONSTRUCTION CO. shall well and truly make all the needed repairs on the line of work as in said contract stipulated for the period of one year from acceptance, then this obligation shall be null and void; otherwise to remain in full force and effect.

Witness our hands this 6TH day of NOVEMBER 1989.

DURWOOD GREENE CONSTRUCTION CO.
PRINCIPAL

By Jerry L. Berry
Jerry L. Berry, Vice-President

FEDERAL INSURANCE COMPANY
SURETY

By Lisa Young
Lisa Young ATTORNEY-IN-FACT

AS PER ORIGINAL 41 0144

POWER OF ATTORNEY

Know all Men by these Presents, That the **FEDERAL INSURANCE COMPANY**, 15 Mountain View Road, Warren, New Jersey, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint Gary K. Cooper, Clifford A. Metcalfe, Jr., Diane Dasinger, William H. Ratz and Lisa Young of Houston, Texas----------

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.
2. Surety bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds; Lease bonds, Workers' Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In **Witness Whereof**, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 89

Corporate Seal

FEDERAL INSURANCE COMPANY NEW JERSEY

Richard D. O'Connor
Assistant Secretary

FEDERAL INSURANCE COMPANY
By

George McClellan
Assistant Vice-President

STATE OF NEW JERSEY
County of Somerset } SS.

On this 1st day of January 19 89, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal

ALICE LEONARD NOTARY PUBLIC NEW JERSEY

Acknowledged and Sworn to before me on the date above written.

Notary Public

ALICE LEONARD
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 12, 1993

CERTIFICATION

STATE OF NEW JERSEY
County of Somerset } SS.

I, the undersigned, Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and most recently amended March 5, 1986 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, Vice Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I further certify that said **FEDERAL INSURANCE COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 6th day of November, 19 89.

Corporate Seal

FEDERAL INSURANCE COMPANY NEW JERSEY

Assistant Secretary

Form 21-10-0333 (Rev. 4-87) GENERAL

PRINTED IN U.S.A.

Witness our hands this 6TH day of NOVEMBER 19 89.

DURWOOD GREENE CONSTRUCTION CO.
PRINCIPAL

By
Jerry L. Berry, Vice-President

FEDERAL INSURANCE COMPANY
SURETY

By
Lisa Young ATTORNEY-IN-FACT

18. CONSIDER APPROVAL OF FIRST COLONY TRACT 13A PLAT, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve First Colony Tract 13A plat, Pct. 4. Plat and Tax Statements were presented to Commissioners Court. (Recorded in minutes in full)

19. CONSIDER RENEWING E.M.S. MUTUAL AID AGREEMENT WITH AUSTIN COUNTY:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to renew E.M.S. Mutual Aid Agreement with Austin County as presented by Daniel Kosler, EMS Director. (Recorded in minutes in full)

20. CONSIDER PURCHASING 1 OR MORE CARDIAC MONITOR/DEFIBRILLATOR FOR E.M.S.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered advertise for bids for cardiac monitor/defibrillator with or without trade-in.

21. CONSIDER DECLARING VOID THE CONTRACT WITH HOME WORKS ETC. FOR JANITORIAL SERVICE TO COURTHOUSE COMPLEX AND OTHER COUNTY BUILDINGS EFFECTIVE 1-22-90 AND APPLY PERFORMANCE DEPOSIT TO EXPENSE OF SUCH ACTION; AND CONSIDER AWARDING CONTRACT TO NEXT LOW BIDDER. (BID #90-014):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize voiding the contract with Home Works Etc. for janitorial service to Courthouse complex and other county buildings effective 1-22-90 and apply the $500 performance bond to this action; and award to BPA, Inc. (90-014) at $6614.67 per month, effective January 22, 1990 as recommended by John Hammett, Purchasing Agent. (Recorded in minutes in full)

22. AUTHORIZE ADVERTISING FOR BIDS FOR THE FOLLOWING: (1) RENOVATION OF DISTRICT CLERK'S OFFICE; (2) 3/4 TON PICKUP TRUCKS; (3) SPECIFICATION CHIP ROCK ROAD MATERIAL; (4) MAINTENANCE CONTRACT FOR LASER PRINTERS; (5) MAGNETIC CARD GASOLINE ACCOUNTING SYSTEM:

Advertise for renovation of District Clerk's Office:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for renovation of District Clerk's Office as requested by Glory Ketelers, District Clerk.

Advertise for 3/4 ton pickup trucks:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for 3/4 ton pickup trucks for the county.

Advertise for specification chip rock road material:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for specification chip rock road material for the county.

Advertise for maintenance contract for laser printers:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for maintenance contract for all laser printers for the county.

LWD:rg:AUSTIN90.EMS:2349:121189

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES BETWEEN THE COUNTY OF FORT BEND AND THE COUNTY OF AUSTIN

The Interlocal Agreement, made and entered into between the **COUNTY OF FORT BEND**, acting by and through its duly authorized Commissioners' Court, hereinafter referred to as **"FORT BEND"** and the **COUNTY OF AUSTIN**, organized and existing under virtue of the laws of the State of Texas, hereinafter referred to as **"AUSTIN COUNTY"**, 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 County of Austin; and,

WHEREAS, the Texas Interlocal Cooperation Act, Texas Civil Statute, Article 4413(32c), authorizes entry into agreements by and between local political subdivisions for the provision of governmental functions, services and administrative functions; and,

WHEREAS, the governing body of **FORT BEND** and **AUSTIN COUNTY** desire to improve the provision of emergency medical services by entering into an Interlocal Agreement for Emergency Medical Services, pursuant to Texas Civil Statute, Article 4413(32c); and,

WHEREAS, **FORT BEND** and **AUSTIN COUNTY**, pursuant to the provisions of Texas Civil Statute, Article 4413(32c), have determined

that it would be in the best interest of **FORT BEND** and **AUSTIN COUNTY** and the citizens and inhabitants thereof, to enter into an Interlocal Agreement in order to provide better Emergency Medical Service by authorizing cooperation among the emergency medical devices of **FORT BEND** and **AUSTIN COUNTY**;

WHEREAS, **FORT BEND** and **AUSTIN COUNTY** 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 **AUSTIN COUNTY**, acting herein by and through its duly authorized governing body, as follows:

ARTICLE I

Scope of Services

1.01 **Services in General**:

AUSTIN COUNTY 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 **AUSTIN COUNTY** in which it is normally employed or rendered

services. Response time for rendering aid under this Agreement shall be based upon existing operating procedures, plus necessary travel 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 **AUSTIN COUNTY** 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 **AUSTIN COUNTY** 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 **AUSTIN COUNTY** harmless and indemnify **AUSTIN COUNTY** 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. Stavinoha, County Judge

County of Austin
County Courthouse
Bellville, Texas 77418
Attention: Hon. J. Lee Dittert, Jr., County Judge

ARTICLE VI

Laws, Statutes, and Ordinances

6.01 The parties shall observe and comply with all federal, state, county, and city laws, rules, ordinances and regulations in any manner affecting the conduct of services herein provided and performance of all obligations undertaken by this Agreement.

ARTICLE VII

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Agreement to be signed and approved by the proper officers of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on this 22 day of January, 1989, in duplicate originals by order of Commissioners' Court of Fort Bend County.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

Daniel Kosler
DANIEL KOSLER, DIRECTOR
Fort Bend County Emergency Medical Services

COUNTY OF AUSTIN

By: J. Dittert
J. LEE DITTERT, JR. , COUNTY JUDGE

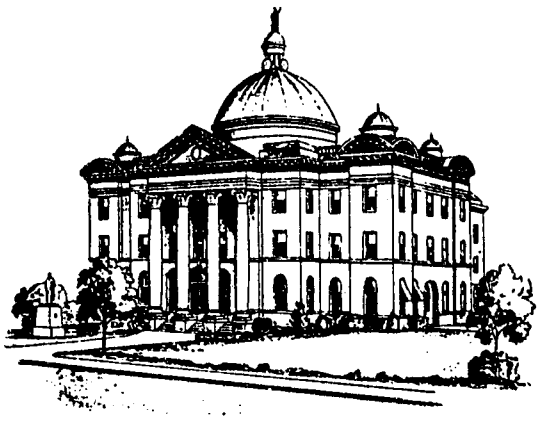
ATTEST:

Dorothy Himly
DOROTHY HIMLY, COUNTY CLERK

Cindy Kucera
DIRECTOR, AUSTIN COUNTY
Emergency Medical Services

21
41 0152

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

January 22, 1990

Subject: Cancellation of Janitorial Service Contract Courthouse Complex. Bid #90-014.

To: Each Member Commissioners Court
Mr. Larry Wagenbach

Sir,

I recommend that the Commissioners Court void our contract with Home Works Etc for janitorial service to the Courthouse Complex and other County buildings and that their $500.00 performance deposit be forfeited by reason of failure to perform.

Attached is:

1. A copy of the bid.

2. My letter of caution dated December 19, 1989.

3. My letter of emphasis dated January 8, 1990 with 9 letters of complaint.

4. 12 other letters and reports of unsatisfactory performance received after January 8th notice.

The bid provides for cancellation by the County after 3 letters of unsatisfactory performance. As of 4:00 PM, Friday, January 19, 1990 we have received a total of 21 such letters.

The next low bidder meeting specifications is BPA, Inc. at a bid price of $6,614.67.

I recommend the following:

1. That the contract between Home Works Etc and Fort Bend County be declared void effective this date by reason by nonperformance.

2. That the $500.00 performance deposit from Home Works Etc be applied toward the cost of this action.

3. That BPA, Inc. be awarded the contract as specified in Bid #90-014 for all buildings at a monthly bid price of $6,614.67 effective this date they are agreeable.

Sincerely,

John J. Hammett

Incls: 1-4 as

INVITATION FOR BIDS
ANNUAL CONTRACT TO PROVIDE JANITORIAL SERVICES FOR THE FORT BEND COUNTY COURTHOUSE COMPLEX AND OTHER COUNTY BUILDINGS
CONTRACT EXPIRES: 31 DECEMBER 1990 (RENEWABLE CONTRACT)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
12 - 11 - 89	90-014	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 Courthouse Complex and other County buildings, 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.

LEGAL NAME OF CONTRACTING COMPANY

CONTACT PERSON'S TYPED NAME | TITLE | PHONE NUMBER

COMPLETE MAILING ADDRESS | CITY AND STATE | ZIP CODE

COMPLETE STREET ADDRESS | CITY AND STATE | ZIP CODE

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: _____ DATE

SIGNER'S TYPED NAME | TITLE | PHONE NUMBER

ACCEPTED: _____ DATE
COUNTY JUDGE, FORT BEND COUNTY, TEXAS

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
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A. SCOPE:

It is the intent of Fort Bend County to contract with one (1) contractor to provide janitorial service to the Courthouse Complex and other County buildings as specified herein.

B. PERIOD OF CONTRACT:

This contract shall be for the period 1 **JANUARY 1990** thru **31 DECEMBER 1990**. It is renewable annually for two (2) years (thru 31 December 1992), under the same terms and conditions if mutually agreeable by both parties. This contract may be cancelled by the County after three (3) letters of unsatisfactory performance 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 1:00 PM.** All bidders are required to attend. The pre-bid conference will be held in the Jane Long Courthouse Annex Basement, 500 Liberty, 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 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 will 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 occuring 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):_____ **DATE:**_____

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
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F. INSURANCE:

1. Bidder 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 cancellation of this contract. 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:

Bidder must furnish, WITH BID, a listing of past and current janitorial service contracts of similar or larger operations. References must state contact person's name and phone number at each location.

I. GENERAL CONDITIONS:

1. The Contractor shall supply all cleaning supplies, equipment and personnel necessary for cleaning, disinfecting and upkeep of floors, carpets, walls, trim, fixtures, windows and dusting of furniture. Fort Bend County will supply trash bags, soap refills and paper products, i.e. paper towels, toilet tissue, napkins and tissue seat covers. Grounds will be cleaned by the County.

2. Bid submitted will be for cleaning five times a week, Monday thru Friday, from between the hours of 5 P.M. to 9 P.M. and daily maid service. Special cleanings on election days etc. will be contracted for on a daily basis.

INITIALS OF BIDDER (IN INK):_____**DATE:**_____

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
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3. The Contractor shall be responsible for losses or damages and any unauthorized toll type telephone calls 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 must be reported to Mr. George Beran, Building Maintenance Supervisor, the following working day. Each employee of the contractor must agree to being photographed and fingerprinted by the County.

4. No food or drink is allowed in the building by the cleaning staff.

5. No children of the cleaning crew are allowed in buildings during cleaning hours.

6. The cleaning crew will not use any building equipment, such as telephones, typewriters, copy machines, vending machines, etc. and are prohibited from opening drawers, files, etc. not necessary for cleaning.

7. The Contractor is responsible for the security of the building during the cleaning. All entrances must be locked after entering and upon leaving. If keys are lost, the contractor is responsible for all costs necessary to re-establish security, i.e. new locks, keys, labor, etc.

8. The Contractor shall 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 to the County upon request.

9. The cleaning crew shall be supervised at all times. Contractor shall periodically inspect all work (at least weekly) and any corrective actions required will be made on the spot.

10. Areas to be serviced include all those inside the building from outside door to outside door, foyers included.

J. **SPECIFICATIONS:**

The following specifications are intended to provide a high professional level of cleanliness and luster in those County buildings listed. Everything required to insure this goal shall be provided by the contractor, to include, but not be limited to the following.

INITIALS OF BIDDER (IN INK):_____**DATE:**_____

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
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1. DAILY SERVICE:

a. DAILY MAID SERVICE:

Contractor shall provide one employee who shall be on duty 8:00 A.M. to 5:00 P.M. daily for emergency maid service. Contractor shall furnish this employee with a pager, pager telephone number shall be furnished to Mr. George Beran Supervisor of Building Services. The contractor is encouraged to assign this person tasks on a daily basis; however, emergency maid services shall take precedence.

b. 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 tissue, napkins, soap refills, etc.

c. ELEVATORS:

(1). Clean, polish and remove finger marks and smudges from elevator doors, walls and control panels. Polish to a high gloss.
(2). Vacuum and spot clean floor covering.
(3). Clean door tracks to remove all debris, and polish with non-abrasive products.
(4). Dust ceiling panels and high ledges.

d. STAIRWELLS:

(1). Sweep and police stairs and landings.
(2). Dust handrails and ledges.
(3). Spot clean walls and doors.

e. FLOOR COVERING:

(1). CARPET: Vacuum and spot clean. Vacuum from corner to corner and clean spillage.
(2). WOOD: Damp mop ONLY, scuffs are to be removed using vinegar and water ONLY.
(3). OTHER: Dust mop and spot clean (treated mop if necessary).

f. DUSTING AND FURNITURE CARE:

Dust all exposed areas on desks, file cabinets and other work surfaces.

g. GLASS AND WINDOWS:

Spot clean all glass - windows, doors (inside and out), walls, entries, and partitions.

h. MISCELLANEOUS CLEANING SERVICES:

(1). Empty waste baskets and remove all trash to designated areas.
(2). Install waste basket liners, replace as necessary. Liners will be furnished by Fort Bend County.
(3). Clean and polish all drinking fountains to a high gloss.
(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). Vacuum door mats.
(7). Clean and polish all hand rails and banisters to a high gloss.
(8). Clean table tops and chairs, counter tops and appliances exteriors.
(9). Maintain janitor's closets in a clean and orderly fashion.
(10). Sweep all outside entry ways and clean mats daily.
(11). Clean, polish and filter sand urns, change as needed.
(12). Dust picture frames and tops of filing cabinets.

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.

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b. FLOOR COVERING:

(1); MARBLE FLOORS: Damp mop soap and water, no buff.
(2). VINYL TILE: Damp mop and spray buff.
(3). CERAMIC & TERRAZO: Damp mop and spray buff.

c. DUSTING, FURNITURE CARE AND MISCELLANEOUS CLEANING SERVICES:

(1). Vacuum upholstered furniture weekly.
(2). Clean all telephones, including pay telephones, weekly.

3. MONTHLY SERVICE: All above plus.

a. RESTROOMS:

(1). Machine scrub ceramic tile floors. Supply needed finish.
(2). Clean or dust all light fixtures.
(3). Dust air conditioning ducts grills.

b. ELEVATORS:

Clean floor covering thoroughly - shampoo, buff, or polish.

c. STAIRWELLS:

(1). Dust light fixtures.
(2). Wet mop stairs and landings.
(3). Wash doors thoroughly.

d. FLOOR COVERING:

William B. Travis Annex: Clean with soap and water only DO NOT WAX.

e. MISCELLANEOUS CLEANING:

(1). Dust ceiling lights.
(2). Dust shelf canopies (top) and empty shelves.
(3). Dust or vacuum window shades monthly.

4. SEMI-ANNUAL:

a. FLOOR COVERING:

VINYL TILE: Strip, wax, and polish two (2) times during the contract period. First time between January 1st and February 28th; second time between July 1st and August 30th.

INITIALS OF BIDDER (IN INK):_____DATE:_____

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
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b. CARPET: Complete shampooing throughout the buildings, same schedule as a. above.

K. BIDDER COMPLETE THE FOLLOWING:

AWARD OF BID WILL BE BASED ON THE TOTAL MONTHLY BID PRICE OF ALL BUILDINGS WHICH REQUIRE JANITORIAL SERVICE.

1. COMPANY NAME:_____.

2. PROVIDING JANITORIAL SERVICE PER ATTACHED SPECIFICATIONS TO THE FOLLOWING BUILDINGS:

COUNTY COURTHOUSE	407 JACKSON	RICHMOND, TEXAS
WILLIAM B. TRAVIS COURTHOUSE ANNEX (INCLUDING COUNTY CLERK)	309 FOURTH ST.	RICHMOND, TEXAS
JANE LONG COURTHOUSE ANNEX	500 LIBERTY	RICHMOND, TEXAS

TOTAL BID PRICE, ALL THREE BUILDINGS, PER MONTH $_____.

3. ADDITIONALLY, CONTRACTORS ARE INVITED TO BID ON JANITORIAL SERVICE TO EACH OF THE FOLLOWING BUILDINGS:

YELLOW HOUSE	401 S. 3RD	RICHMOND, TEXAS	$_____/MONTH
JUVENILE DETENTION	307 FORT ST.	RICHMOND, TEXAS	$_____/MONTH
COUNTY BUILDING AT	118 LEGION DR.	RICHMOND, TEXAS	$_____/MONTH
DRAINAGE DISTRICT	3417 AVE F	ROSENBERG, TEXAS	$_____/MONTH
EMS BUILDING	4336 HWY 36	ROSENBERG, TEXAS	$_____/MONTH

4. IS PROOF OF INSURANCE ATTACHED? _____YES _____NO

5. REFERENCES: Company name, contact person's name, phone number.

a._____.

b._____.

c._____.

6. NAME OF YOUR COMPANIES REPRESENTATIVE(S) WHO ATTENDED THE MANDATORY PRE-BID CONFERENCE AT 1:00 P.M., ON NOVEMBER 30, 1989.

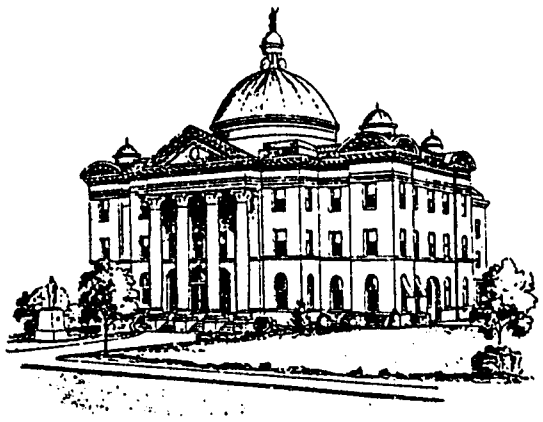
_____

INITIALS OF BIDDER (IN INK):_____DATE:_____

P449 146 425

41 0162

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 19, 1989

Sheila Torry, President
Home Works, Etc.
P.O. Box 300462
Houston, Texas 77230

Ref: Annual contract to provide janitorial services for the Fort Bend County Courthouse Complex and other County buildings. Bid #90-014.

Dear Ms Torry,

The Commissioners Court of Fort Bend County in Regular Session on December 18, 1989 accepted your bid of $6,082.99 per month for performing janitorial services to all buildings listed on Fort Bend County Bid #90-014.

Please review paragraph G of the bid concerning a $500.00 Cashier's Check which must be in my office within ten (10) days after your receipt of this letter. Annotate the check: Fort Bend County Bid #90-014.

Contact Mr. George Beran (phone number (713) 341-8623) at the soonest in order that you may perform your services to the buildings after December 31st and before 7:30 AM January 2, 1990. He will be your contact with regard to contract compliance, building and office keys, consumable supplies, etc.

Attached is your copy of our contract accepted by County Judge Jodie E. Stavinoha in the name of the County. The signed bid is a binding contract under the laws of the State of Texas.

I invite your attention to pages 5 and 6 of the bid; most written reports of unsatisfactory performance are caused by inattention to these simple daily tasks.

Incidentally, the Certificate of Insurance arrived Monday (December 18) morning and the Court accepted your Certification on page 1 of the bid as evidence that your company has or had past or current janitorial service contracts of similar or larger operations.

Sincerely yours,

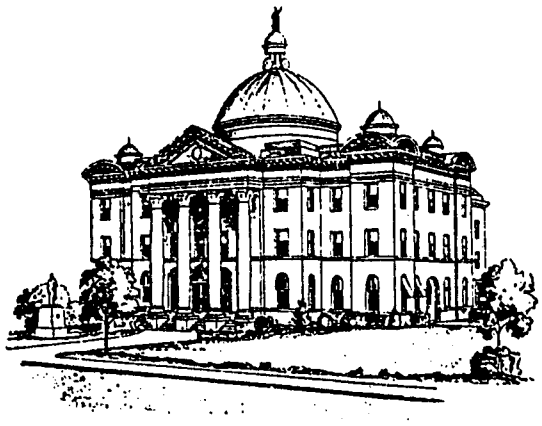
John J. Hammett

cf: Each County Commissioner
Mr. George Beran
County Auditor

P449 146 584

41 0164

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

January 8, 1990

Ms Sheila Torry, President
Home Works Etc.
P.O. Box 300462
Houston, Texas 77230

Dear Ms Torry,

This letter is to advise you that the Commissioners Court of Fort Bend County in Regular Session on Monday, January 8, 1990 authorized the depositing in the bank of your $500.00 Cashier's Check Performance Bond.

This action was taken at my request in order to expedite the County's recovering it's expenses in the cancellation of the contract between Home Works Etc and Fort Bend County for janitorial services to the Courthouse Complex and other County buildings, such contract also being known as Bid #90-014.

Attached is a copy of the letter you received on December 27, 1989 in which I advised you of your contact person for, among other things, office keys. I also advised you that all services needed to be accomplished prior to the morning of January 2, 1990.

You will find further attached copies of 9 letters of unsatisfactory performance which have been sent to Mr. Beran or to my office.

At this time my plan is to go before the Commissioners Court on Monday, January 22, 1990 and ask that the contract between Home Works Etc and Fort Bend County Bid #90-014 be declared void due to non performance and that the $500.00 Performance Bond be forfeited.

You have the right to appear before the Court, should you desire, just as I have the right to not appear; whether or not I stay with my current plan depends entirely upon your performance, your bid compliance, and whether or not I receive any additional written reports of unsatisfactory performance between now and January 19th.

John J. Hammett

P449-146-585

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

41 0165

DATE: January 9, 1990

SUBMITTED BY: Gilbert D. Jalomo, Assistant Purchasing Agent

VENDOR/CONTRACTOR RESPONSIBLE: Home Works Etc.

PRODUCT OR SERVICE: Janitorial Service, Jane Long Annex

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 8, 1990. Trash cans were not emptied, ash trays ditto, no dusting was done, and carpet was not vacuumed. At 9:00 am January 9th the day maid cleaned the offices thus disturbing the employees of the department who had to stop working while the carpet was vacuumed.

UNSATISFACTORY LETTER #4

YOUR SIGNATURE HERE: Gilbert D. Jalomo Jr. DATE: 1-9-90

DISTRIBUTION: Home Works Etc.
Bid #90-014 Permanent File
George Beran, Bldg Svc.
County Auditor

P 449 146 436

COUNTY OF FORT BEND

Drainage District

41 0166

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,

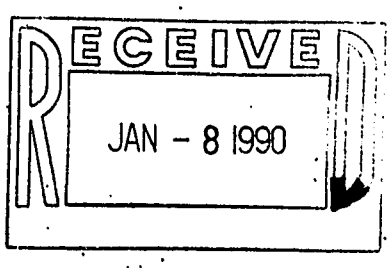
Jo Ann Meyer

Jo Ann Meyer
Administrative Secretary

cc: John Hammett - Fort Bend County Purchasing Agent

P 449 146 436

41 0167



SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

January 5, 1990

TO; MR. GEORGE BERAN
SUPERVISOR
BUILDING MAINTENANCE

FROM; DONNA TINSLEY
OFFICE MANAGER
CRIMINAL DISTRICT ATTORNEY

On January 2, 1990 our floor was not cleaned at all.

On January 3 and 4, 1990 the trash was emptied and part of the offices were vacuumed. The cleaning crew started at 4:00, but they did not seem to have enough time to finish. The restrooms have not been cleaned since at least December 29, 1989 and they are filthy. Also, our kitchen floor needs to be mopped. Due to normal, everyday use it also is a mess.

Attached is a list of services we would like the janitorial staff to provide on our floor. They will need to begin work on our floor at approximately 3:00 or 3:30, instead of 4:00 to insure they have enough time to finish the floor before 5:00.

Please respond to this letter stating what services this janitorial staff will provide and what time they will be cleaning our floor.

Thank you,

Donna Tinsley

cc: John Hammett
Purchasing Agent

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

P449 146 436

41 0168

SERVICES TO BE PROVIDED BY JANITORIAL STAFF:

Vacuum all offices and general areas daily.

Dust pictures, furniture and walls in general areas daily, including bookcases in library.

Restrooms - Women and Men
- mop daily
- clean toilets daily
- clean counter tops daily
- clean mirrors daily
- clean sinks daily
- replace toilet tissue and seat covers daily
- put paper towels in daily.

Kitchens
- mop daily
- clean counter tops daily
- clean sinks daily (with a sink cleaner not with a window or glass cleaner)
- wipe out microwaves daily.

Empty all trash cans daily.

P 449-146-431

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE 41 0169

DATE: January 5, 1990

SUBMITTED BY: John J. Hammett, Purchasing Agent

VENDOR/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: John J. Hammett DATE: 5 Jan 90

DISTRIBUTION: Home Works Etc.
Bid #90-014 Permanent File
George Beran, Bldg Svc.
County Auditor

P449-146 436

41 0170

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

DATE: 1-4-90

SUBMITTED BY: TAX Office JANE Long BLDG.

VENDOR/CONTRACTOR RESPONSIBLE: CLEANING COMPANY

PRODUCT 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: Deborah Grosso DATE: 1-4-90

DISTRIBUTION: GEORGE BERAN - Building MAINTENANCE
JOHN HAMMETT - PURCHASING AGENT
JOE STAVINOHA - County Judge

P449 146 436

COUNTY OF FORT BEND

Drainage District

41 0171

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

Jo Ann Meyer
Administrative Secretary

cc: John Hammett - Fort Bend County Purchasing Agent

P449 146 430

41 0172

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

DATE: January 4, ~~1980~~ 1990

SUBMITTED BY: John J. Hammett - Purchasing Agent

VENDOR/CONTRACTOR RESPONSIBLE: Home Works Etc.

PRODUCT OR SERVICE: Janitorial Serive, 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 3, 1990. Trash cans were not emptied, ash trays ditto, no dusting was done, and carpet was not vacuumed.

UNSTATISFATORY LETTER #2

NOTE TO COUNTY AUDITOR: This is the second letter of unsatisfactory performance in 2 days.

YOUR SIGNATURE HERE: John Hammett DATE: 4 Jan 90

DISTRIBUTION:
Home Works Etc.
Bid #90-014 Permanent File
George Beran, Bldg Svc
County Auditor

P 449-146-429

41 0173

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

DATE: January ~~2~~ 3, 1990

SUBMITTED BY: John J. Hammett, Purchasing Agent

VENDOR/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 2, 1990. Trash cans were not emptied, ash trays ditto, no dusting was done, and carpet was not vacuumed.

UNSATISFATORY LETTER #1

YOUR SIGNATURE HERE: John J Hammett DATE: 3 Jan 90

DISTRIBUTION: Home Works Etc.
Bid #90-014 Permanent File
George Beran, Bldg Svc.

Purchasing Agent
P449 146 436

COUNTY OF FORT BEND

Drainage District

Daniel E. Gerken, P.E.
Manager / Engineer

41 0174

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.

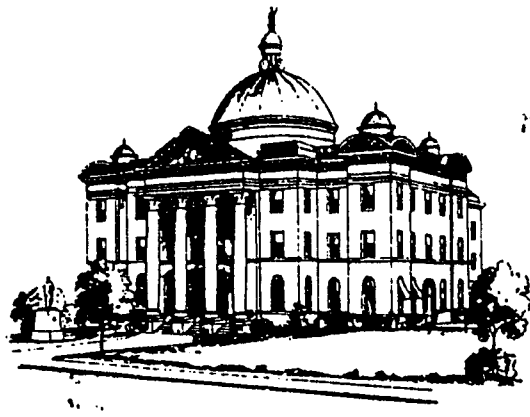
Thank you,

Jo Ann Meyer

Jo Ann Meyer
Administrative Secretary

COMPLAINTS RECEIVED AFTER JANUARY 8, 1990 NOTICE

41 0176



RECEIVED
'90 JAN 19 AM 1:38
PURCHASING
FORT BEND COUNTY

OFFICE OF
GEORGE BERAN
BUILDING MAINTENANCE

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

STATE OF TEXAS COUNTY OF FORT BEND

January 18, 1990

Home Works Etc.
P.O. Box 300462
Houston, Texas 77230

Sheila Torry,

On January 17, 1990 I made an inspection tour of the Jane Long Building and the County Courthouse to see how good these buildings were cleaned the night before.

The following is a list of what was not cleaned in the buildings.

JANE LONG BUILDING

1. Building Maintenance office, floor was not swept and ash tray was not wipped out.

2. Stair wells have not been swept.

3. Restrooms; urnials are not being wiped, dividers have white powder film on them, toilet bowls have rings in them, flush valves are not being cleaned, toilet tissue is not put on the spindles, lavatory tops are not cleaned.

4. Tile floors are not being buffed.

5. Water fountains are not cleaned.

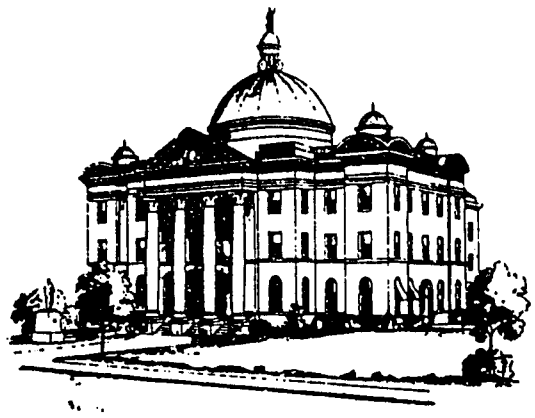
6. Jackson St. side, leaves in foyer.

7. Tax office restroom, toilet tissue not on spindles.

8. Commissioner's courtroom not vacuumed.

41 0177

OFFICE OF
GEORGE BERAN
BUILDING MAINTENANCE



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

STATE OF TEXAS COUNTY OF FORT BEND

Courthouse

1. Room 103, District courtroom, floor was not vacuumed.

2. Back stairwell was not swept, butt cans were not empted.

3. Spill on back stairwell not mopped up.

4. 240th District courtroom, floor not swept.

5. District Clerk restrooms, paper towels are not being put into dispensers.

Many of these items were discussed with you when you came out on the 17th.

I made another random inspection on the 18th, and most of these problems have not been resolved.

These problems must be resolved immediately.

George Beran

George Beran

cf: County Judge Jodie Stavinoha
Co. Commissioner R. L. O'Shieles
Co. Commissioner Ben Denham
Co. Commissioner Alton Pressley
Co. Commissioner Bob Lutts
Purchasing Agent John Hammett

41 0178

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

RECEIVED
'90 JAN 18 P3:31
PURCHASING DEPT.
FORT BEND COUNTY

DATE: 1-17-90

SUBMITTED BY: Mel Speed - Emergency Management

VENDOR/CONTRACTOR RESPONSIBLE: Cleaning Service

PRODUCT OR SERVICE:

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.

My offices were not cleaned on the night of 1-16-90

YOUR SIGNATURE HERE: Mel L. Speed DATE: 1-17-90

DISTRIBUTION: Purchasing John Hourut

FBCPA Form 401

P449-146 438

41 0179

RECEIVED

'90 JAN 17 P3:43

PURCHASING DEPT.
FORT BEND COUNTY

To: George Beran

From: Jane Maines, Division Supervisor for Real Property
County Clerk

Date: January 17, 1990

There is no toilet paper in the first stall of the County Clerk building restroom (women) The wastebaskets were not emptied in the restroom.

P449 146 438

41 0180

FORT BEND COUNTY CLERK

DIANNE WILSON
COUNTY CLERK

'90 JAN 17 P3:4

PURCHASING DEP
FORT BEND COUNTY

Departments:
Courts
(713) 341-8660
Recording/Vital Statistic
(713) 341-8653
Elections/Voter Registration
(713) 341-8670
Micrographics
(713) 341-8683

January 17, 1990

Memo to George

Re: Cleaning of office in County Clerks Office.

George,

On January 16, 1990 our office was skipped by the Cleaning People again. This is the third complaint we are filing in the third day. Our Department is a part of the County Clerks Office. Our complaints are the same as in the two previous memos to you.

1. Our trash was not emptied.
2. Our floors have not been touched. (Swept, Vacuumed, or Mopped) This has not been done in days.

Also George, the Bathrooms in the County Clerks Building were not touched again by the cleaning people.

1. No toilet paper
2. Commodes were not cleaned.

We would appreciate any help you could give us in these matters.

Sincerely,

Betty Fulgham

Betty Fulgham
Micrographics Supervisor

Copies to Maintenance and Purchasing

301 Jackson St. P.O. Box 520, Richmond, Texas 77469 - (713) 341-8685

P449 146 438

41 0181

FORT BEND COUNTY CLERK

Departments:
Courts
(713) 341-8660
Recording/Vital Statistic
(713) 341-8653
Elections/Voter Registration
(713) 341-8670
Micrographics
(713) 341-8663

DIANNE WILSON
COUNTY CLERK

January 16, 1989

To Whom It May Concern,

On January 15, 1989 our office was not touched by the Cleaning People.
This is the second complaint we are filing in the second day.
Micrographics Department of the County Clerks Office.

1. Trash not taken out.
2. Floors have not been touched. (Swept, Vacummed or Mopped)

Also, The Bathrooms are not being taken care of properly in the County Clerks Building.

1. Paper towels are left on counters. We have paper towel holders to put paper towels into.
2. Toilet tissue is put on the back of the commode, not on the empty rollers.
3. Commodes are dirty.

We would appreciate your help in these matters.
Thank you,

Betty Fulgham

Betty Fulgham
Micrographics Supervisor

Copies to Maintenance and Purchasing

301 Jackson St., P.O. Box 520, Richmond, Texas 77469 - (713) 341-8685

P449 146 438

41 0182

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

DATE: 1-15-90

SUBMITTED BY: Mel L Speed

VENDOR/CONTRACTOR RESPONSIBLE:

PRODUCT OR SERVICE: Cleaning Service

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.

Trash can in my office (625) was not emptied from 1-6 to 1-12. Door was left unlocked and lights on the night of 1-10-89. The floor in my office does not appear to have been vacuumed in over a week. (Paper cuttings on floor)
The over all appearance is not very good.
Radio Room has not Been touched since the first of January.

YOUR SIGNATURE HERE: Mel L Speed DATE: 1-15-89

DISTRIBUTION:

FBCPA Form 401

P449 146 437

FORT BEND COUNTY CLERK

Departments:
Courts 41 0183
(713) 341-8600
Recording & Vital Statistic
(713) 341-8633
Elections & Voter Registration
(713) 341-8670
Micrographics
(713) 341-8669

DIANNE WILSON
COUNTY CLERK

JANUARY 15 1990

TO WHOM IT MAY CONCERN:

ON JANUARY 11 & 12 OUR OFFICE WAS NOT CLEANED. THE TRASH CANS WERE STILL FULL AND IN THE SAME PLACE WE HAD LEFT THEM THURSDAY EVENING. WE HAD TO CLEAN OUR OFFICE THIS MORNING BEFORE WE COULD BEGIN OUR WORK. FURTHERMORE, OUR CARPET HAS NOT BEEN VACUUMED OR SHAMPOOED SINCE IT WAS PUT IN LAST YEAR. WE WOULD GREATLY APPRECIATE IT IF SOMETHING WOULD BE DONE ABOUT THIS.

THANK YOU FOR YOUR COOPERATION

MICROGRAPHICS DEPARTMENT

P449 146 437

41 0184

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

DATE: 1-15-90

SUBMITTED BY: Gary Zilton

VENDOR/CONTRACTOR RESPONSIBLE:

PRODUCT OR SERVICE: Cleaning people

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.

Cleaning people failed to empty trash can on 1-11-90, and 1-15-90. Also, on 1-10-90, at about 7:00 PM, Gary Zilton came into office and every door was unlocked and all lights were on, and there was no one around. Staff specifically remembers locking office.

YOUR SIGNATURE HERE: [signature] DATE: 1-15-90

DISTRIBUTION:

FBCPA Form 401

P449 146431

41 0185

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 341-8619

RECEIVED
'90 JAN 15 P3:28
PURCHASING DEPT
FORT BEND COUNTY

January 15, 1990

Dear George:

The carpets in the department head offices in the William B. Travis Building show footprints really bad unless they are vacuumed every day. My office has not been vacuumed this year. I can say this because their have been two small pieces of trash on the floor all year. I have left the trash there so I will know if they ever vacuum.

My staff has said that the office door has been left unlocked at night. There have been times when the trash cans have not been emptied over night.

The seat covers in the ladies restroom on the fifth floor has been out since the 11th.

I hope this group with our cleaning contract either shapes up soon or we can ship them out.

Richard Selleh

Richard Selleh
Personnel Director

cc: County Judge Jodie Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

P 449 146 437

41 0186

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

RECEIVED

'90 JAN 15 P3:2

PURCHASING DEPT
FORT BEND COUNTY

DATE: 1/15/90

SUBMITTED BY: Charlene Brinkmeyer, Administrative Asststant for District Clerk

VENDOR/CONTRACTOR RESPONSIBLE: Janitorial Supplies 90-006

PRODUCT OR SERVICE: SERVICE

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.

Towels have not been put into the dispenser --they were requested verbally Friday, 1/12/90 -- Called Maintenance again and then called the Switchboard --- because this is where we find the Janitorial Services person.

Floors still have not been vaccumed --- the other floors have not been moped either.

YOUR SIGNATURE HERE: Charlene Brinkmeyer DATE: 1/15/90

DISTRIBUTION:

FBCPA Form 401

P 449 146 437

41 0187

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

RECEIVED

'90 JAN 15 P3:23

PURCHASING AGENT
FORT BEND COUNTY

DATE: 1/12/90

SUBMITTED BY: Charlene Brinkmeyer, Administrative Assistant to District Clerk

VENDOR/CONTRACTOR RESPONSIBLE: Janitorial Supplies 90-006

PRODUCT OR SERVICE: Service

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.

Dispenser for towels has not been filled.

floors are not sweeped nor have the carpets been vacuumed.

Trash is not always picked up especially in room 104.

YOUR SIGNATURE HERE: Charlene Brinkmeyer DATE: 1/12/90

DISTRIBUTION:

FBCPA Form 401

P449-146-435

41 0188

NOTICE OF UNSATISFACTORY VENDOR PERFORMANCE

DATE: January 10, 1990

SUBMITTED BY: George Beran, Building Services Supervisor

VENDOR/CONTRACTOR RESPONSIBLE: Home Works Etc.

PRODUCT OR SERVICE: Janitorial Service 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.

On January 8, 1990 the following offices were not cleaned properly in the Courthouse Complex:

1. District Attorney's office 2nd floor was not cleaned.
2. 5 th floor Ladies restroom had no soap in the dispensers.
3. Judge McMeans 3rd floor, no soap in dispensers and trash left in box in middle of floor.
4. Indigent Care 1st floor Jane Long, trash not emptied.
5. Tax Office Jane Long Doors left unlocked and night lights were cut off.
6. Computer room Jane Long not cleaned.
7. Building Services office were not cleaned Jane Long.
8. E. O. C./Fire Marshall offices were not cleaned. Travis
9. District Clerk Courthouse room 105 office area and restroom were not cleaned.
10. Constable Pct. 1 office area not cleaned. Travis

YOUR SIGNATURE HERE: George Beran DATE: 1-10-90

DISTRIBUTION: Home Work Etc.
Purchasing

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.

Advertise for magnetic card gasoline accounting system:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for magnetic card gasoline accounting system for the county.

RECESS:

Commissioners Court recessed at 11:00 a.m.

RECONVENE:

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

23. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (UNPLATTED SUBDIVISIONS-KARAUGH, SEC. 1&2, & WEST PARK LAKES, PCT. 3), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E), VTCS AND CONSIDER TAKING ACTION:

No action taken.

RECESS:

Commissioners Court recessed at 12:10 p.m.

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

24. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) BIG CREEK BYPASS CHANNEL CONSTRUCTION (#90-020); (2) CONTRACT FOR REFUSE REMOVAL, PCT. 2 FACILITY, ARCOLA (#90-021):

Open bids for Big Creek Bypass channel construction:

The following bids were presented to Commissioners Court for review.

A) Addicks Services
B) Hatcher Construction
C) J.K. Excavating & Trucking
D) King Construction Materials
E) Klerks Construction Corp.
F) L & W Excavtors, Inc.
G) Lone Star Construction
H) Lonnie Lischka Co.
I) Master Contractors, Inc.
J) Star Concrete Construction, Inc.

Open bids for contract for refuse removal, Pct. 2 facility, Arcola:

The following bids were presented to Commissioners Court for review.

A) Action Trucking
B) Apack Disposal
C) Bestpak Disposal
D) Construction Waste Disposal

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 1:45 p.m., Monday, January 22, 1990.

24/1

41 0191

BIG CREEK BYPASS CHANNEL CONSTRUCTION. BID NUMBER 90-020

COMPANY		
A-1 UTILITY & CONSTRUCTION SERVICES		
A.G.C. OF TEXAS		
ADDICKS SERVICES, INC. ✓	$ .60	yes
ALVIN EQUIPMENT CO., INC.		
AZTEC RENTAL CENTER, INC.		
BAYTOWN CONSTRUCTION		
BEDORD SERVICES CO., INC.		
BRADLEY & SONS		
BROWN & ROOT		
CAGLE CONSTRUCTION		
COASTAL BIND CONSTRUCTION		
CONTINENTAL CONSTRUCTORS		
CONTINENTAL DREDGING, INC.		
DERNEHL CONSTRUCTION, INC.		
DODGE REPORTS		
E & C GROUP INTL., INC.		
E.B.L., INC.		
E.G. ALFORD CO.		
ENVIRONMENTAL DREDGING		
FARRELL CONSTRUCTION CO.		
GAEDCKE EQUIPMENT CO.		
GALIN CORPORATION		
GEHRING CONSTRUCTION		
GROUND IMPROVEMENT TECHNIQUES, INC.		
H & M DIRT		
HATCHER CONSTRUCTION CO. ✓	$ .64	No
HUNTER WELDING AND CONSTRUCTION, INC.		

41 0192

BIG CREEK BYPASS CHANNEL CONSTRUCTION. BID NUMBER 90-020

COMPANY	$ per cubic yard	Yes/No Financial Statement
INTERSTATE INDUSTRIAL CONSTRUCTORS, INC.		
J.K. EXCAVATING AND TRUCKING ✓	$ .60	No
J.W. FALTISEK PAVING CONTRACTORS, INC.		
KING CONSTRUCTION MATERIALS CO., INC. ✓	$ .76	yes
KLERKS CONSTRUCTION CORP. ✓	$1.04	yes
L & W EXCAVTORS, INC. ✓	$ .669	yes
L N MCKEAN, INC.		
LONE STAR CONSTRUCTION ✓	$.385	yes
LONNIE LISCHKA COMPANY ✓	$ .49	yes
MASTER CONTRACTORS		
MASTER CONTRACTORS, INC. ✓	$ .495	yes
MCDONALD EQUIPMENT CO.		
MCGINNES BROS., INC.		
METRO BUILDING & CONSTRUCTION CO.		
MLS ASSOCIATES		
NORTHSIDE TRUCK & EQUIPMENT		
REMEX CONSTRUCTION CO., INC.		
SEIFERT WELDING & CONSTRUCTION, INC.		
STAR CONCRETE CONSTRUCTION, INC. ✓	$ .525	No
T & R UTILITIES		
T.L. JAMES & CO., INC.		
THE MISCHER CORP.		
TRANSFORMA MARINE CORPORATION		
W.T. BYLER CO., INC.		
~~C. J. Walters~~	~~$ .669~~	~~yes~~

24/a

BID ITEM: CONTRACT FOR REFUSE REMOVAL PRECINCT #2 FACILITY ARCOLA, TEXAS

41 0193

BID NUMBER: 90-021

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

VENDOR NAME	BID PRICE	per haul
ACTION TRUCKING ✓	$ ~~[illegible]~~ 170.	No rental fee
ALLIED WASTE IND.		
APACK DISPOSAL ✓	$ 168.	No rental fee
BESTPAK DISPOSAL ✓	$ 195.	No rental fee
BFI		
CONSTRUCTION WASTE DISPOSAL ✓	$150.00	50.00 rental fee
FOWLER'S TRANSFER		
STAR DISPOSAL SYSTEMS		
WASTE MANAGEMENT OF HOUSTON		
BRADLY & SONS		
COASTAL BEND CONST,		
D MASTER CONTRACTING		

adjourned 1:45 PM

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990

On this the 22 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

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

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

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 22ND day of JANUARY, Drainage District Board of Fort Bend County, Texas 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
DAN GERKEN	DRAINAGE MANAGER

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

1. REQUEST APPROVAL TO ADVERTISE FOR BIDS FOR ONE OR MORE TRUCK AND TRUCK MOUNTED HERBICIDE APPLICATOR(S):

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for one or more truck and truck mounted herbicide applicators as presented by Dan Gerken, Drainage Manager.

2. CONSIDER APPROVAL OF PROPOSAL FOR SOILS INVESTIGATION ON BIG CREEK BYPASS STRUCTURES AS RECOMMENDED BY VAN SICKLE, MICKELSON & KLEIN, INC.:

   Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve proposal for soils investigation on Big Creek bypass structures with PROFESSIONAL SERVICE INDUSTRIES, INC. not to exceed $7,500.00 as presented by Dan Gerken, Drainage Manager. (Recorded in minutes in full)

3. REVIEW MONTHLY REPORT:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept Drainage District monthly report for DECEMBER 1989. (Recorded in minutes in full)

4. ADJOURNMENT:

   Drainage District Board adjourned Monday, January 22, 1990.

DDB #2

41 0196

Professional Service Industries, Inc.

January 3, 1990

Fort Bend County Engineering Dept.
P. O. Box 1048
Rosenberg, TX 77471

Attention: Ms. Carolyn Gilligan

RE: Subsurface Exploration
Big Creek Diversion Channel
Erosion Control and Drainage
Structures
PSI Number: 286-197

Gentlemen:

As per the meeting between Mr. Stephen C. Costello, P.E. of Van Sickle, Mickelson & Klein, Inc. and Mr. Ron Pitts, P.E. of Professional Service Industries, Inc., PSI is pleased to submit the following proposal for performance of a subsurface exploration at the site of the referenced project. The subsurface exploration will be conducted to provide information needed in the design of cost effective foundation systems for the proposed three erosion control and drainage structures. It is understood that the proposed project will consist of the geotechnical investigations for the three erosion control and drainage structures at three separate sites. The first of the three structures will be an erosion control structure found near the confluence or Big Creek and Dry Creek. It will consist of an erosion control section with a diversion channel inlet. The second structure will consist of a diversion channel section and invert siphon which will carry the flow of Waters Lake Bayou. The third structure will be a diversion channel drop structure. It will consist of an earthen dam with sub drainage. It is possible that this design may be changed to a retaining wall type structure. VMK, Inc. is also interested in recommendations for the actual positioning of this structure in relationship to the Brazos River outflow.

The subsurface explorations will include the following services:

- Sampling and testing of the subsurface materials and observations of the groundwater conditions on each site, to depths that would significantly affect or be affected by each foundation.

- Identification of the physical and engineering characteristics of subsurface materials encountered during the sampling and testing.

- Electrical resistivity tests to determine relative corrosivity to corrugated steel.

- Recommendations of the type or types of foundations which would be suitable for the proposed project, consideration of slope stability and structural positioning and provision of data for use in foundation design and construction. PSI will incorporate the available previously developed geotechnical investigation.

It is proposed to explore the subsurface materials and groundwater conditions on the site of each structure by drilling a total of seven (7) test borings. For the erosion control structure, it is proposed to drill three (3) borings. Two (2) to be drilled to a depth of 50 feet and one (1) to be drilled to a depth of forty (40) feet. These boring termination depths were chosen based on the engineers need for geotechnical design parameters at depths of approximately 15 feet below the main channel bottom elevation of each channel.

For the Waters Lake Bayou sag culverts two (2) borings will be drilled to a depth of approximately fifteen (15) feet below the bottom elevation of the siphon. Based on an approximate top bank elevation of +48 feet and a bottom siphon elevation of approximately +23.75 feet, the boring will be approximately 40 feet in depth.

The borings for the diversion channel drop structure will be borings CB-6 and CB-7. It is proposed to drill these borings to a depth of approximately 70 feet, corresponding to a depth of approximately 25 feet below the drop channel bottom elevation of 16 feet.

Each boring will be continuously sampled to a depth of ten (10) feet with samples then taken at five foot intervals to termination depth. Undisturbed samples will be obtained with shelby tubes in cohesive soils and split spoon samples in cohesionless samples. Each borehole will be backgrouted with a mixture of cement and bentonite.

One boring at each structure will be converted to a piezometer so as to monitor groundwater levels over a several day period. Upon completion the piezometers will be pulled and each borehole backgrouted.

The approximate location of each boring is shown on the VMK, Inc. site plans attached.

The subsurface exploration will include laboratory testing of the samples obtained to evaluate the classification, strength and other characteristics of the subsurface materials involved. The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written report prepared by a professional engineer.

PSI is familiar with local subsurface conditions and has participated in the planning, development and execution of numerous foundation evaluations in the project area. In addition, PSI engineers have provided recommendations for foundation design criteria and construction considerations for many projects similar to the one proposed.

PSI laboratories are equipped with modern soil and rock testing apparatus, and field exploration programs are conducted with modern drilling equipment. Field and laboratory testing is performed by trained, qualified technicians under the guidance and supervision of professional engineers.

It is proposed that the fee for the performance of the outlined services be determined on a unit price basis, in accordance with the attached Schedule of Services and Fees. On the basis of the estimated quantities and the Schedule of Services and Fees, it is estimated that the total fee will be in the order of $7,500.00. PSI will not exceed this cost without written approval.

PSI will proceed with the work on the basis of verbal authorization; however please sign and return one (1) copy of this proposal intact. When returning the proposal, please complete the attached Project Data Sheet so that PSI may best serve your project.

PSI appreciates the opportunity to offer its services to your project and looks forward to working with you during the design phase. If you have any questions please do not hesitate to call.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Ronald H. Pitts, P.E.,
Senior Division Manager

RHP:ig
cc: Van Sickle, Mickelson & Klein, Inc.
Attn: Mr. Stephen C. Costello, P.E.

Attachments: Project Data Sheet
Schedule of Services and Fees
General Conditions

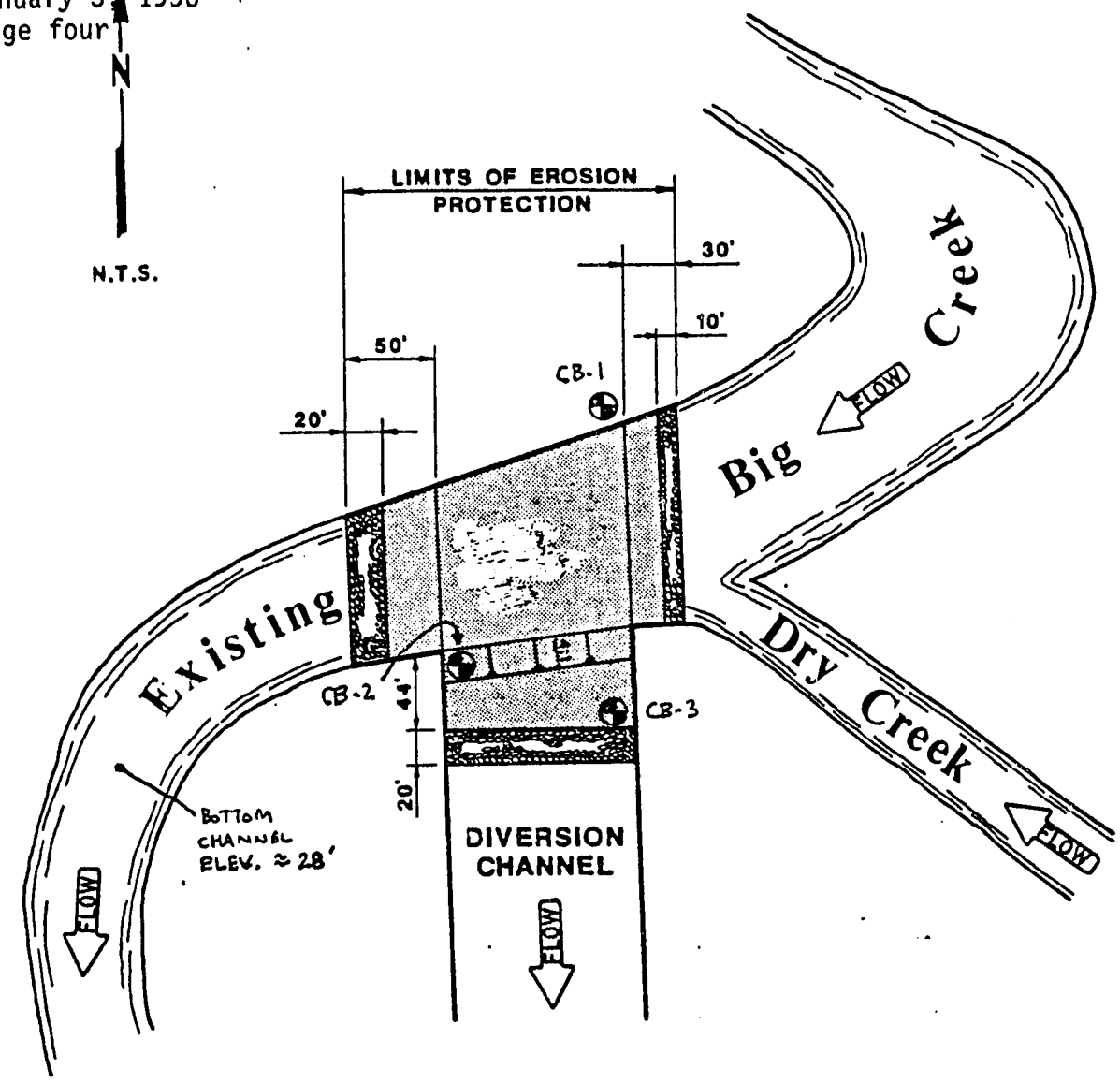
AGREED TO THIS 22 DAY OF January, 90

BY: Judge E. Stavinoha

TITLE: County Judge

FIRM: Fort Bend County

Fort Bend County Engineering Dept.
Proposal No. 286-197
January 31, 1990
Page four



LEGEND

CONCRETE SLOPE PAVING

RIP-RAP

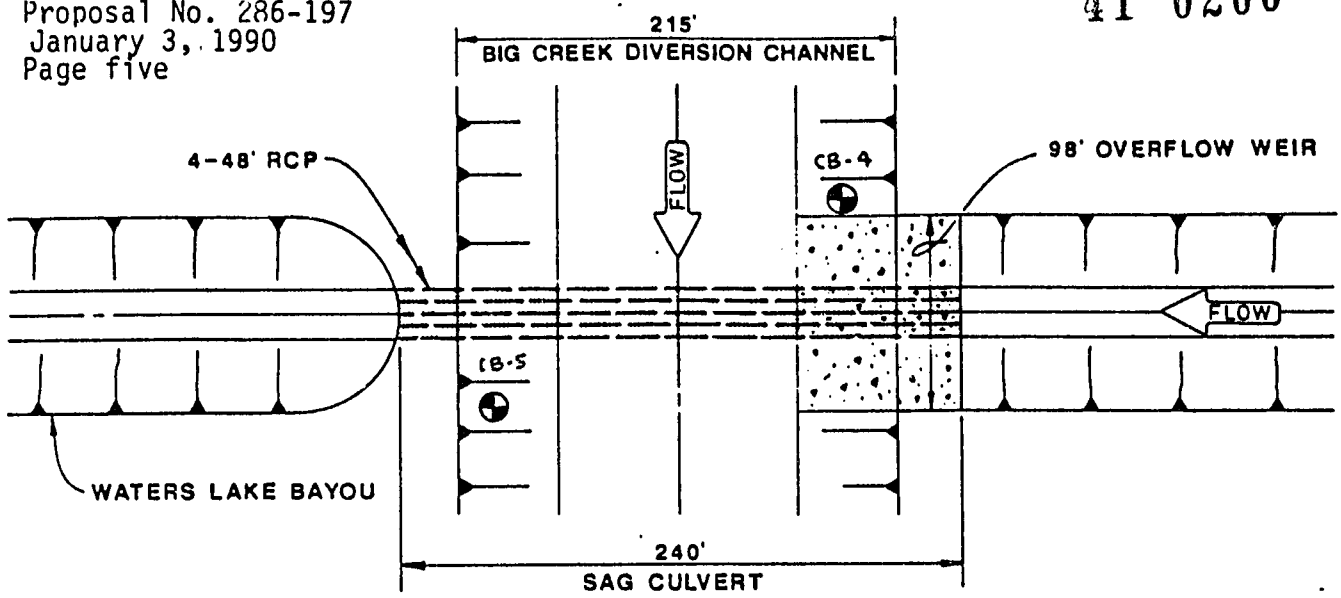
Boring

VANSICKLE-MICKELSON & KLEIN-Inc.
Consulting Engineers

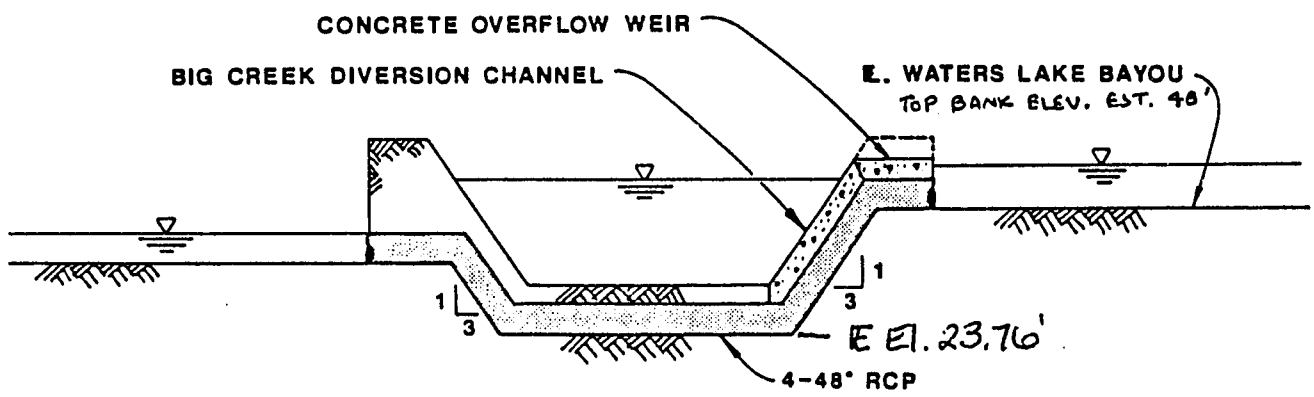
EROSION CONTROL STRUCTURE
GEOTECHNICAL INVESTIGATION

JOB NO 521-01	DATE OCT. 1989	EXHIBIT

41 0200



PLAN
N.T.S.



PROFILE
N.T.S.

Legend
Boring

VANSICKLE·MICKELSON & KLEIN·Inc.
Consulting Engineers

WATERS LAKE BAYOU
SAG CULVERTS
GEOTECHNICAL INVESTIGATION

JOB NO 521-01	DATE OCT. 1989	EXHIBIT

Fort Bend County Engineering Dept.
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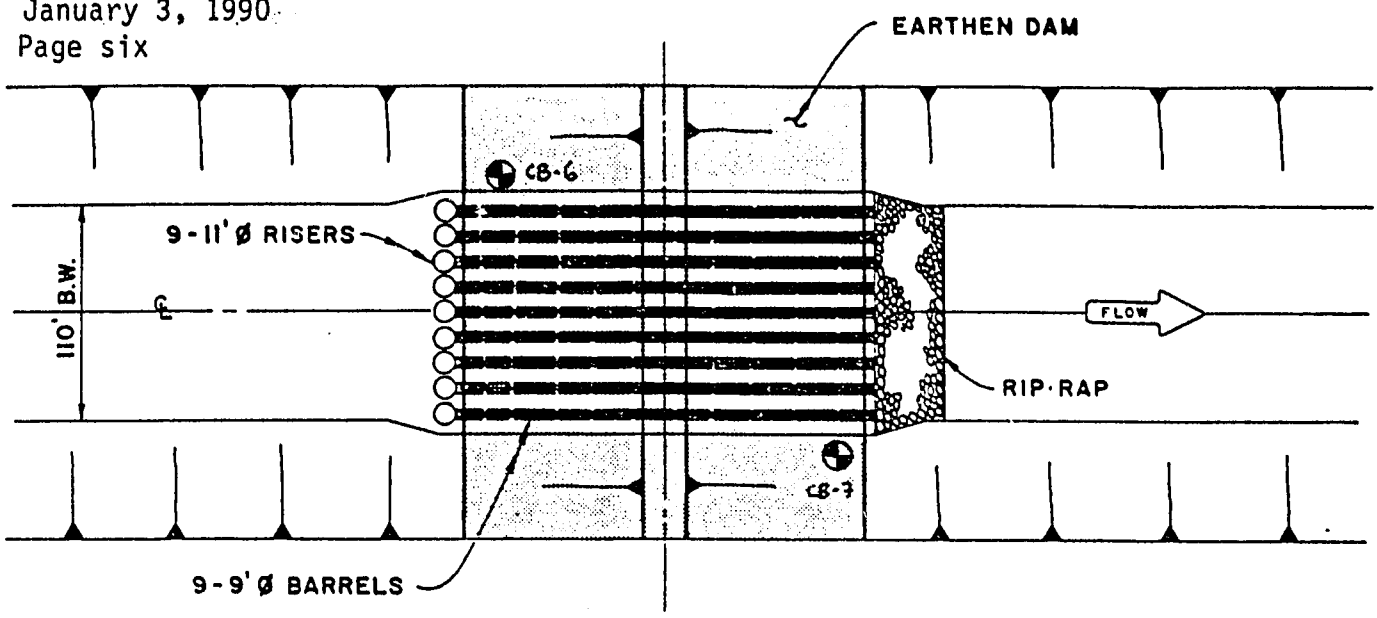
January 3, 1990
Page six



PLAN
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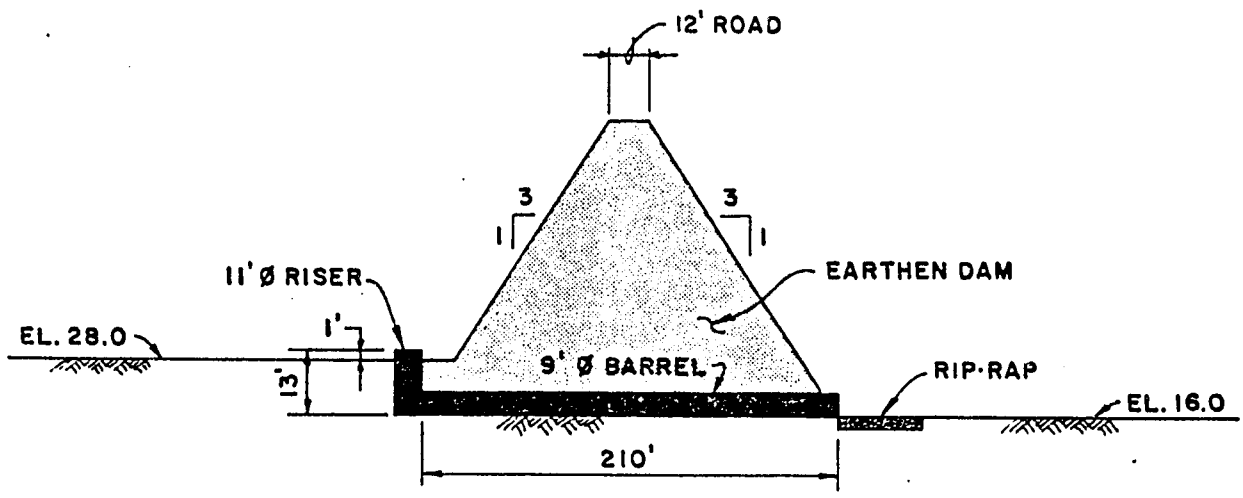


⊙ TOP BANK ELEVATION 55'

⊙ REQUIRE BORING TERMINATION DEPTH ELEVATION -10'

PROFILE
N.T.S.

Legend

Boring

VANSICKLE·MICKELSON & KLEIN·Inc.
Consulting Engineers

DIVERSION CHANNEL
DROP STRUCTURE
GEOTECHNICAL INVESTIGATION

JOB NO 521-01	DATE OCT. 1989	EXHIBIT

PROFESSIONAL SERVICE INDUSTRIES, INC.
PROJECT DATA SHEET
SUBSURFACE EXPLORATION

1. Project Name: _____

2. Project Location: _____

3. Your Job No.: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Number and Distribution of Reports:

   ( ) Copies To: _____ ( ) Copies To: _____

   Attn.: _____ Attn.: _____

6. Invoicing Address: _____

   Attn.: _____

Other pertinent information: _____

Is there any previous subsurface information available: _____

Signature: _____ Title: _____ Date: _____

PROFESSIONAL SERVICE INDUSTRIES, INC.
NATIONAL SOIL SERVICES DIVISION
SCHEDULE OF SERVICES AND FEES
GEOTECHNICAL ENGINEERING - ENVIRONMENTAL - SUBSURFACE EXPLORATION
EFFECTIVE AUGUST, 1988

Field Services(3)

1. Mobilization and Demobilization(1)
   a) Drill Truck . . . . . Per Mile $ 1.25
   b) Flat Bed Truck. . . . . Per Mile 0.80
   c) Pickup Truck . . . . . Per Mile 0.40
   d) Personnel - Loading Supplies(4), Reg. Time . . . Per Hour 25.00
   Over Time(2) . Per Hour 37.50
   e) Personnel - Travel Time, Regular Time . . . . . Per Hr See Field
   Over Time(2) . . . . . Per Hr Personnel Rates
2. Transportation to and from site during project performance
   a) Vehicle (drill truck, flat bed, pickup) . . . . Per Hour At Above Rates
   b) Personnel, Per Hour(2) . . . . . At Personnel Rates
3. Personnel Subsistence (Out of Town) . . . . . Per Person/Day 50.00
4. Support Services (Supplied by Others) including but not limited to: Rental of Bull Dozers, Cranes, Hauling, Trucking, Shipping, Surveying, Barges, etc Cost + 15%
5. Drilling (crew consisting of driller & geotech.)

	Depth Range		Regular Time	Over Time(2)
a) Rotary Drilling; (3"to 6" bit size)	0-50 ft	per ft.	4.50	6.75
	50-100 ft	per ft.	5.75	8.50
	100-200 ft	per ft.	10.00	15.00
b) Auger Drilling; (6-1/4" OD Hollow Stem)	0-50 ft	per ft.	9.00	13.50
	50-100 ft	per ft.	18.00	27.00
c) Auger Drilling; (10-1/4" OD Hollow Stem)	0-50 ft	per ft.	16.00	24.00
	50-100 ft	per ft.	28.00	42.00

6. Soil sampling
   a) Undisturbed (Pushed) Sampling (Cost Per Sample)

Depth Range Feet	Hollow Stem 6-1/4"OD	Hollow Stem 10-1/4"OD	Rotary Wash 3" to 6"
0-20	12.50	12.50	10.00
20-60	17.50	25.00	12.50
60-100	30.00	35.00	17.50
100-200	---	---	25.00

   b) Continuous (Pushed) Sampling (Cost Per Sample)

Depth, Ft.	Hollow Stem	Rotary Wash
0-20	12.50	12.50
20-60	20.00	15.00
60-100	35.00	20.00
100-200	---	27.00

c) Standard Penetration Test (SPT)

Depth, Ft.		
0-20	Per Sample	15.00
20-60	Per Sample	25.00
60-100	Per Sample	35.00
(Rotary Wash Only). . . 100-200	Per Sample	50.00

7. Hourly rate with drill rig (drilling, sampling, testing, decontamination, grouting, etc.)
   a) Two man crew (driller & helper/geotech,
      Regular Time . . . . . Per Hour 100.00
      Over Time(2) . . . . . Per Hour 145.00
   b) Two man crew w/OSHA certification (driller & helper/geotech),
      Regular Time . . . . . Per Hour 120.00
      Over time(2) . . . . . Per Hour 175.00
   c) Three man crew (driller, helper & geotech),
      Regular Time . . . . . Per Hour 120.00
      Over Time(2) . . . . . Per Hour 175.00
   d) Three man crew w/OSHA certification (driller, helper & geotech),
      Regular Time . . . . . Per Hour 145.00
      Over Time(2) . . . . . Per Hour 212.50
8. Hourly rate without drill rig (grouting, plant clearances, health and safety instructions and breaks, clearing and staking sites, handling and shipping materials, well developing, site cleanup, well pad construction, etc.)
   a) Two man crew without OSHA certification,
      Regular Time . . . . . Per Hour 90.00
      Over Time(2) . . . . . Per Hour 135.00
      with OSHA certification, Regular Time . . . . . Per Hour 110.00
      Over Time(2) . . . . . Per Hour 165.00
   b) Three man crew without OSHA certification
      Regular Time . . . . . Per Hour 110.00
      Over Time(2) . . . . . Per Hour 165.00
      with OSHA certification, Regular Time . . . . . Per Hour 135.00
      Over Time(2) . . . . . Per Hour 200.00
9. Hand Auger Drilling, Regular Time . . . . . Per Hour 75.00
   Over Time(2) . . . . . Per Hour 105.00
10. Rock Coring . . . . . Quoted on Request
11. Concrete Coring . . . . . Quoted on Request
12. Field Personnel Rates(4)
   a) Field Drilling Superintendent, Reg. Time . . . . Per Hour 40.00
      Over Time(2) . . . Per Hour 60.00
   b) Driller with monitor well drillers license, Regular Time . . . . . Per Hour 35.00
      Over Time(2) . . . . . Per Hour 52.50

c) Driller, Regular Time	Per Hour	30.00
Over Time(2)	Per Hour	45.00
d) Helper/Geotechnician, Regular Time	Per Hour	25.00
Over Time(2)	Per Hour	37.50
e) Helper, Regular Time	Per Hour	20.00
Over Time(2)	Per Hour	30.00
f) Geotechnician, Regular Time	Per Hour	30.00
Over Time(2)	Per Hour	45.00

13. Miscellaneous expendable supplies and expenses including but not limited to sampling containers, drilling materials, shipping, monitor well and piezometer construction supplies. . . . . .Cost Including Tax + 15%

a) Sand, 100 lb. bag	Per Bag	6.00
b) Portland Cement, 94 lb. bag	Per Bag	7.00
c) Bentonite Pellets, 50 lb. bucket	Per Bucket	45.00
d) Powdered Bentonite, 100 lb. bag	Per Bag	8.50

14. Rental of specialty equipment; generators, air compressors, pumps, power saws, bull dozers, etc. (including tax and insurance) . . . . . Cost +15%

Notes:
1. Minimum mobilization/demobilization cost drill truck $85.00
   pick up truck $25.00
2. Overtime rates apply after 4:00 pm on week days, and weekends.
3. Field services billed at either footage and sampling and/or hourly rates.
4. Individual field personnel rates multiplied by 1.25 if OSHA certification required.

Special Services: Field Testing Equipment Rates
(PSI owned equipment - portal to portal)

	Day	Week	Month	Minimum
15. HN_U, Organic Vapor Analyzer	$ 75.00	$375.00	$1,250.00	$ 75.00
16. Steam Cleaner	125.00	625.00	1,550.00	125.00
17. Hermit	100.00	500.00	1,250.00	200.00
18. Sinco, Inclinometer	100.00	500.00	1,250.00	200.00
19. Miniature Vane	10.00	50.00	200.00	20.00
20. Unconfined Compression Device	20.00	100.00	400.00	50.00
21. Hand Auger	25.00	100.00	250.00	50.00

Notes:
1. Client damaged equipment repaird and/or replaced at client cost including shipping.
2. Equipment shipping and coordination billed at field personnel rates.
3. The client assumes the responsibility for calibration and proper use of each instrument. PSI is not responsible for misreadings or error in use. PSI is willing to provide technicians in the use of each item.
4. Fees for equipment not owned by PSI billed at cost + shipment + 15%.

Laboratory Testing Services
(Cost Per Test Unless Otherwise Specified)

22.	Moisture Content Test	4.00
23.	Atterberg Limit Determinations (LL, PL, PI)	35.00
24.	Porosity	15.00
25.	Degree of Saturation	15.00
26.	Hydrometer Analysis	60.00
27.	Sieve Analysis	30.00
28.	Percent Passing No. 200 Sieve	15.00
29.	Density Determination	8.00
30.	Specific Gravity	35.00
31.	Organic Content	15.00
32.	Electrical Resistivity	200.00
33.	Thermal Resistivity	300.00
34.	Permeability	
	Constant Head	125.00
	Falling Head: Rigid Wall Permeameter	
	$K > 1 \times 10^{-6}$ cm/sec	90.00
	$K < 1 \times 10^{-6}$ cm/sec	130.00
	Falling Head: Flexible Wall Permeameter with back pressure saturation	
	$K > 1 \times 10^{-6}$ cm/sec	250.00
	$K < 1 \times 10^{-6}$ cm/sec	325.00
35.	Miniature Vane Shear	10.00
36.	Torvane	5.00
37.	Hand Penetrometer	1.00
38.	Unconfined Compression: Soil	20.00
	Rock	35.00
39.	Triaxial Shear: Unconsolidated Undrained	
	Per Specimen	40.00
	Multiple Stage	80.00
	Pore Pressure Measurement, Add	125.00
40.	Triaxial Shear: Consolidated Undrained	
	Per Specimen	175.00
	Multiple Stage	350.00
	Pore Pressure Measurement, Add	150.00
41.	Triaxial Shear: Consolidated Drained	
	Per Specimen	160.00
	Multiple Stage	320.00
	Pore Pressure Measurement, Add	175.00
42.	Mohr's Circles Diagrams and Stress Strain Curves for Unconfined and Triaxial Shear Tests, Per Specimen	40.00
43.	Direct Shear: Unconsolidated Undrained, Per Point	35.00
44.	Direct Shear: Consolidated Undrained, Per Point	70.00
45.	Direct Shear: Consolidated Drained, Per Point	100.00
46.	Residual Strength Determintion in Conjunction with Direct Shear Test - Add, Per Point	40.00

47.	Consolidation		250.00
48.	Consolidation with Hysteresis		300.00
49.	Swell Tests		200.00
50.	Relative Density - Sand		75.00
51.	Moisture-Density Relationship of Soil		
	ASTM D-698 (Standard Proctor)		100.00
	ASTM D-1557 (Modified Proctor)		110.00
52.	Compaction Ratio (Texas Highway Department)		140.00
53.	California Bearing Ratio, Per Point		125.00
54.	Preparation of Sample, Per Hour (for remolding and trimming samples, etc.)		40.00

Engineering and Office Support Services

55.	Principal Engineer/Vice President, Engineering	Per Hour	75.00
56.	Project Manager/Division Manager	Per Hour	65.00
57.	Project Engineer	Per Hour	55.00
58.	Staff Engineer	Per Hour	45.00
59.	Draftsman, Regular Time	Per Hour	25.00
	Over Time	Per Hour	37.50
60.	Secretarial Services, Regular Time	Per Hour	25.00
	Over Time	Per Hour	37.50
61.	Copying	Per Page	0.20
62.	Covers and Binding	Per Set	10.00
63.	Monitor Well Certification	Per Well	150.00

Note: Rate multiplied by 1.25 if OSHA certification required.

41 0208

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Professional Service Industries, Inc. (hereinafter referred to as "P.S.I.") shall include said company, or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by P.S.I. as set forth in P.S.I.'s proposal, the clients' acceptance thereof and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by P.S.I. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the clients' intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of P.S.I.'s work. P.S.I. shall have no duty or obligation to any third party greater than that set forth in P.S.I.'s proposal, client's acceptance thereof and these General Conditions. The ordering of work from P.S.I shall constitute acceptance of the terms of P.S.I.'s proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by P.S.I. or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and P.S.I.'s recommendations. No claims for loss, damage or injury shall be brought against P.S.I. by client or any third party unless all tests and inspections have been so performed and unless P.S.I.'s recommendations have been followed. Client agrees to indemnify, defend and hold P.S.I., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or P.S.I.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of P.S.I., its officers, agents or employees. P.S.I. may, in the course of a roof investigation, perform roof cuts ("cuts") as part of the investigation. Client agrees to provide a roof contractor of clients choice to make such cuts to remove samples as directed by P.S.I. personnel; and to promptly make necessary repairs. In the event that a roof contractor is not so provided by client, client agrees that P.S.I. may make and remove such cuts as PSI deems necessary in the course of the investigation. Roof cut areas will be temporarily patched by P.S.I. personnel. Client agrees to pay for the costs of materials and labor needed for any and all temporary patches and will hold P.S.I. harmless for any and all damages to the roof systems and the building and its contents which may arise from removal and repairing of roof cuts.

3. SCHEDULING OF WORK: The services set forth in P.S.I.'s proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by P.S.I. personnel at the prices quoted. If P.S.I. is required to delay commencement of the work or if, upon embarking upon its work, P.S.I. is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of P.S.I., additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for P.S.I. to perform the work. P.S.I. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, P.S.I. has not included in its fee the cost of restoration of damage which may occur. If client desires or requires P.S.I. to restore the site to its former condition, upon written request P.S.I. will perform such additional work as is necessary to do so and client agrees to pay to P.S.I. the cost thereof.

5. DAMAGE TO EXISTING MAN-MADE OBJECTS: Unless P.S.I. has assumed in writing the responsibility of locating subsurface or latent conditions, client agrees to indemnify and save P.S.I. harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to P.S.I.'s performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to P.S.I. by client.

6. RESPONSIBILITY: P.S.I.'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. P.S.I. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. P.S.I.'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of P.S.I.'s report.

8. PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client agrees to pay P.S.I.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

9. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, P.S.I. shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place P.S.I.'s files in order and/or protect its professional reputation.

10. WARRANTY: P.S.I.'s services will be performed, its findings obtained and its reports prepared in accordance with its proposal, client's acceptance thereof, these General Conditions, and with generally accepted principals and practices. In performing its professional services, P.S.I. will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in PSI reports are opinions based upon engineering judgement and are not to be construed as representations of fact.

Should P.S.I., or any of its professional employees be found to have been negligent in the performing of professional services or work or to have made and breached any express or implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon P.S.I.'s services or work agree that the maximum aggregate amount of the liability of P.S.I., its officers, employees and agents shall be limited to $50,000.00 or the total amount of the fee paid to P.S.I. for its work performed with respect to the project whichever amount is greater.

In the event client is unwilling or unable to limit P.S.I.'s liability in accordance with the provisions set forth in this paragraph, client may, upon written request of client received within five days of client's acceptance hereof, increase the limit of P.S.I.'s liability to $500,000.00 or the amount of P.S.I.'s fee whichever is the greater, by agreeing to pay P.S.I. a sum equivalent to an additional amount of 5% of the total fee to be charged for P.S.I.'s services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.

11. INDEMNITY: Except to the extent specifically addressed in paragraph 10, client agrees to indemnify, defend and hold P.S.I., its officers, employees, agents and independent contractors harmless from any and all claims, suits, losses, costs and expenses, including but not limited to court costs and reasonable attorneys' fees arising or alleging to have arisen out of the performance of P.S.I.'s work. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against P.S.I. to the extent that P.S.I. shall prevail in such suit, cause of action, claim or counterclaim the party initiating such action shall pay to P.S.I. the costs and expenses incurred by P.S.I. to answer and/or defend such suit, cause of action, claim or counterclaim, including reasonable attorney's fees, court costs, witness fees and other related expenses.

12. ARBITRATION: Anything contained in any other contract documents notwithstanding, P.S.I. shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of P.S.I.'s work or these General Conditions or any provision wherein P.S.I. waives its rights to a mechanic's lien.

DDD #3

41 0209

COUNTY OF FORT BEND

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
DECEMBER, 1989

The removal of vegetation from channels during December, 1989 was accomplished by shredding operations. Work was done on thirty-eight (38) channels that included Fulshear Creek II-F, Mustang Creek IV, Snake Creek I-C and several of its tributaries, and Willow Fork of Buffalo Bayou V-A.

The District's bridge crew finished the bridge across Robinowitz Ditch II-M on Huntington Road. They also replaced watergates on Big Creek II-B, Snake Creek I-C, and Turkey Creek I-D.

The Caterpillar D-6 bulldozer and the Link-Belt LS-2800 excavator continued to work at the City of Rosenberg Landfill where a clay liner is being placed in a new dumping area. The new dumping area will be used as a site for refuse that will be removed from other areas of the landfill as the City makes repairs in those areas.

On December 28 work began on the excavation of Deer Creek II-B-5. The project started at the channel's confluence with Big Creek II-B and will continue upstream to State Highway #36. The channel will be re-shaped using previously existing bottom widths at a slightly lower elevation. The existing 2:1 side slopes will be changed to 3:1 side slopes, except in one area where they will be changed to 4:1.

Work continued on the Big Creek Bypass where one hundred seventy-seven thousand five hundred (177,500) cubic yards of dirt were dug with a combination of District and contractor equipment.

The Rapier NCK-305 dragline continued on the excavation of Duval Ditch II-J by removing two thousand seven hundred (2,700) cubic yards of material.

The widening of Ditch II-H also continued on Texas Department of Correction property where the Northwest 9570 dragline dug thirty-four thousand five hundred (34,500) cubic yards of dirt.

The following charts show each project worked and which equipment was used during December, 1989.

41 0210

AS PER ORIGINAL

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

1. PRECINCT 4
   E133-NORTHWEST 41AIR DRAGLINE 12/4-12/7

2. BIG CREEK II-B
   E133-NORTHWEST 41AIR DRAGLINE 12/15, 12/18-12/19
   E519-LINKBELT LS2800 TRACKHOE 12/19

3. BIG CREEK BYPASS II-B ALT
   D556-LINKBELT LS98C DRAGLINE 12/12-12/15, 12/18-12/21, 12/26-12/29
   E134-LINKBELT LS98A DRAGLINE 12/1, 12/4-12/7
   E224-FIAT ALLIS FD20 DOZER 12/1, 12/5-12/8, 12/11-12/15, 12/18-12/21, 12/26-12/29
   E225-FIATALLIS FG85MOTORGRADER 12/14-12/15, 12/18-12/19, 12/21, 12/26-12/28
   E526-DRESSER TD25G DOZER 12/1, 12/4-12/5

4. BRAZOS RIVER LATERAL II-H
   E135-NORTHWEST 9570 DRAGLINE 12/1, 12/6-12/8, 12/11-12/15, 12/18-12/21, 12/26-12/29
   E137-FIAT ALLIS 16B DOZER 12/1, 12/4-12/8, 12/11-12/15, 12/20-12/21, 12/27-12/29
   E526-DRESSER TD25G DOZER 12/6-12/8, 12/11-12/15, 12/18-12/21, 12/26-12/29
   E532-DRESSER TD25G DOZER 12/1, 12/4-12/8, 12/11-12/15, 12/18-12/21, 12/27-12/29

5. CITY OF ROSENBERG ROSENBERG
   E222-FIAT ALLIS FD20 DOZER 12/1, 12/4
   E226-CATERPILLAR D6D DOZER 12/1, 12/4-12/7, 12/11-12/15, 12/18-12/20
   E519-LINKBELT LS2800 TRACKHOE 12/1, 12/4-12/7, 12/11-12/15

6. DEER CREEK II-B-5
   E134-LINKBELT LS98A DRAGLINE 12/28-12/29
   E137-FIAT ALLIS 16B DOZER 12/29

7. DRY CREEK II-B-2
   E519-LINKBELT LS2800 TRACKHOE 12/18

8. DUVAL DITCH II-J
   E247-RAPIER NCK305 DRAGLINE 12/15, 12/18-12/21, 12/26-12/29

9. M.U.D. ELDRIDGE
   E225-FIATALLIS FG85MOTORGRADER 12/28-12/29
   E519-LINKBELT LS2800 TRACKHOE 12/28-12/29

10. RABBS BAYOU II-D
   D556-LINKBELT LS98C DRAGLINE 12/4-12/7, 12/11
   E241-CASE 855C LOADER#7402317 12/5-12/5
   E511-CHAMPION 710A MOTORGRADER 12/18
   E538-EL240HYDR. EXCAVATOR 12/4-12/8, 12/11-12/13, 12/15, 12/18-12/21, 12/26-12/28

11. SIMS BAYOU VIII-A
   E519-LINKBELT LS2800 TRACKHOE 12/26-12/27

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL

12. SIMS BAYOU VIII-A-2
    E519-LINKBELT LS2800 TRACKHOE 12/21

13. SIMS BAYOU (CANGELOSI DITCH) VIII
    E519-LINKBELT LS2800 TRACKHOE 12/28

14. SNAKE CREEK I-C
    E133-NORTHWEST 41AIR DRAGLINE 12/20-12/21, 12/29
    E241-CASE 855C LOADER#7402317 12/6

15. TURKEY CREEK I-D
    E133-NORTHWEST 41AIR DRAGLINE 12/12-12/14
    E241-CASE 855C LOADER#7402317 12/6-12/7

16. WILLOW WATERHOLE VIII-C-1
    E222-FIAT ALLIS FD20 DOZER 12/11-12/13, 12/20

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

41 0212

AS PER ORIGINAL

1. BEE CREEK II-A-1-a

E229-HESSTON 7066 TRACTOR	12/7
E512-HESSTON 7066 TRACTOR	12/7

2. BIG CREEK II-B

D550-D21E KOMATSU SLOPEMOWER	12/1, 12/4-12/5, 12/14, 12/26-12/29
E107-JOHNDEERE 350C SLOPEMOWER	12/14, 12/18-12/21, 12/26-12/29
E127-JOHNDEERE 350C SLOPEMOWER	12/1, 12/4-12/6
E154-CASE 1390 TRACTOR	12/11-12/13
E229-HESSTON 7066 TRACTOR	12/11-12/15, 12/18-12/21, 12/26
E512-HESSTON 7066 TRACTOR	12/11-12/15, 12/26-12/29
E524-HESSTON 7066 SLOPEMOWER	12/15, 12/18-12/19, 12/21, 12/26-12/29

3. BIG CREEK II-B-6

D550-D21E KOMATSU SLOPEMOWER	12/18-12/21

4. BIG CREEK BYPASS II-B ALT

E516-HESSTON 7066 TRACTOR	12/5-12/7

5. BRAZOS RIVER II-JJ

E242-FORD 6610 SLOPEMOWER	12/18-12/19
E523-HESSTON 7066 SLOPEMOWER	12/18-12/19

6. BRAZOS RIVER LATERAL II-H

E116-JOHNDEERE 350C SLOPEMOWER	12/1, 12/4-12/7, 12/11-12/13
E117-JOHNDEERE 350C SLOPEMOWER	12/1, 12/4-12/7
E513-HESSTON 7066 TRACTOR	12/1, 12/4-12/7, 12/11-12/13

7. DRY CREEK II-B-2-i

E242-FORD 6610 SLOPEMOWER	12/29

8. FULSHEAR CREEK II-F

E116-JOHNDEERE 350C SLOPEMOWER	12/14-12/15, 12/19-12/21, 12/26
E117-JOHNDEERE 350C SLOPEMOWER	12/26-12/29
E513-HESSTON 7066 TRACTOR	12/14-12/15, 12/18-12/21, 12/26-12/29

9. HOGG BAYOU II-A-3

E229-HESSTON 7066 TRACTOR	12/8, 12/11
E512-HESSTON 7066 TRACTOR	12/8, 12/11

10. HOGG BAYOU II-A-3-a

E229-HESSTON 7066 TRACTOR	12/7-12/8
E512-HESSTON 7066 TRACTOR	12/7-12/8
E524-HESSTON 7066 SLOPEMOWER	12/13-12/15

11. LOWER OYSTER CREEK III-D

E106-JOHNDEERE 350C SLOPEMOWER	12/12, 12/14-12/15
E121-JOHNDEERE 350C SLOPEMOWER	12/12-12/14
E230-HESSTON 7066 TRACTOR	12/8, 12/11-12/15
E515-HESSTON 7066 TRACTOR	12/8, 12/11-12/15

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

41 0213

AS PER ORIGINAL

12. MIDDLE BAYOU II-D-1

E106-JOHNDEERE 350C SLOPEMOWER	12/11
E119-JOHNDEERE 350C SLOPEMOWER	12/6-12/7
E121-JOHNDEERE 350C SLOPEMOWER	12/11
E515-HESSTON 7066 TRACTOR	12/1

13. MUSTANG CREEK IV

E105-JOHNDEERE 350B SLOPEMOWER	12/15, 12/18-12/20
E106-JOHNDEERE 350C SLOPEMOWER	12/18-12/21
E119-JOHNDEERE 350C SLOPEMOWER	12/15, 12/18-12/20
E121-JOHNDEERE 350C SLOPEMOWER	12/15, 12/18-12/20
E230-HESSTON 7066 TRACTOR	12/18-12/20, 12/28
E515-HESSTON 7066 TRACTOR	12/18-12/21, 12/28
E523-HESSTON 7066 SLOPEMOWER	12/29

14. OYSTER CREEK II-K

E230-HESSTON 7066 TRACTOR	12/1, 12/4-12/5
E242-FORD 6610 SLOPEMOWER	12/7-12/8, 12/11-12/15
E515-HESSTON 7066 TRACTOR	12/4-12/5
E523-HESSTON 7066 SLOPEMOWER	12/7, 12/11-12/15

15. OYSTER CREEK II-K-14

E230-HESSTON 7066 TRACTOR	12/28-12/29
E515-HESSTON 7066 TRACTOR	12/28-12/29

16. RABBS BAYOU II-D

E106-JOHNDEERE 350C SLOPEMOWER	12/1, 12/4-12/8
E119-JOHNDEERE 350C SLOPEMOWER	12/1, 12/4
E121-JOHNDEERE 350C SLOPEMOWER	12/1, 12/4-12/8

17. RABBS BAYOU II-D-2

E105-JOHNDEERE 350B SLOPEMOWER	12/1, 12/4-12/7, 12/11, 12/13-12/14
E119-JOHNDEERE 350C SLOPEMOWER	12/5, 12/11-12/14

18. SIMS BAYOU VIII-B-1

E230-HESSTON 7066 TRACTOR	12/6-12/7
E515-HESSTON 7066 TRACTOR	12/6-12/7

19. SNAKE CREEK I-C

E110-JOHNDEERE 350C SLOPEMOWER	12/1, 12/4-12/5, 12/7, 12/12, 12/14-12/15, 12/18, 12/19-12/21,
E123-JOHNDEERE 350C SLOPEMOWER	12/1, 12/4-12/8, 12/11-12/15, 12/18-12/21
E130-INTL. 784 SLOPEMOWER	12/4-12/8, 12/11, 12/13-12/15, 12/18-12/21, 12/26-12/29
E231-HESSTON 7066 TRACTOR	12/1, 12/8-12/8, 12/11-12/15, 12/19, 12/26-12/29
E514-HESSTON 7066 TRACTOR	12/1, 12/4-12/8, 12/11-12/15, 12/18-12/21, 12/26
E531-CASE 450	12/1, 12/4-12/8, 12/11-12/15

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

41 0214

AS PER ORIGINAL

20. SNAKE CREEK I-C-11
E130-INTL. 784 SLOPEMOWER 12/20
E514-HESSTON 7066 TRACTOR 12/20

21. SNAKE CREEK I-C-12
E514-HESSTON 7066 TRACTOR 12/27

22. SNAKE CREEK I-C-12-a
E514-HESSTON 7066 TRACTOR 12/27

23. SNAKE CREEK I-C-6
E110-JOHNDEERE 350C SLOPEMOWER 12/11
E130-INTL. 784 SLOPEMOWER 12/12

24. SNAKE CREEK I-C-7
E514-HESSTON 7066 TRACTOR 12/11

25. SNAKE CREEK I-C-7-b
E231-HESSTON 7066 TRACTOR 12/11
E514-HESSTON 7066 TRACTOR 12/11

26. SNAKE CREEK I-C-7-b-1
E231-HESSTON 7066 TRACTOR 12/11

27. STAFFORD RUN CREEK II-K-1
E523-HESSTON 7066 SLOPEMOWER 12/8

28. STEEPBANK CREEK II-G
E230-HESSTON 7066 TRACTOR 12/5
E242-FORD 6610 SLOPEMOWER 12/1, 12/5-12/6
E515-HESSTON 7066 TRACTOR 12/5
E523-HESSTON 7066 SLOPEMOWER 12/1, 12/5, 12/7

29. THEATRE DITCH II-B-2-e
E242-FORD 6610 SLOPEMOWER 12/20-12/21, 12/28
E523-HESSTON 7066 SLOPEMOWER 12/20-12/21, 12/28-12/29

30. TURKEY CREEK II-A-2
D550-D21E KOMATSU SLOPEMOWER 12/6-12/7
E107-JOHNDEERE 350C SLOPEMOWER 12/4-12/7
E229-HESSTON 7066 TRACTOR 12/6
E524-HESSTON 7066 SLOPEMOWER 12/4-12/7
E543-MASSEY FERGUSON 282 12/1

31. TURKEY CREEK II-A-2-a
E107-JOHNDEERE 350C SLOPEMOWER 12/11-12/12
E524-HESSTON 7066 SLOPEMOWER 12/11-12/12

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

32. TURKEY CREEK II-A-2-a-1

E229-HESSTON 7066 TRACTOR	12/6
E512-HESSTON 7066 TRACTOR	12/5-12/6

33. TURKEY CREEK II-A-2-b

E229-HESSTON 7066 TRACTOR	12/4
E512-HESSTON 7066 TRACTOR	12/4

34. TURKEY CREEK II-A-2-c

E107-JOHNDEERE 350C SLOPEMOWER	12/7-12/8, 12/13
E229-HESSTON 7066 TRACTOR	12/4-12/5
E512-HESSTON 7066 TRACTOR	12/4-12/5
E516-HESSTON 7066 TRACTOR	12/8
E524-HESSTON 7066 SLOPEMOWER	12/7-12/8

35. WILLOW FORK OF BUFFALO BAYOU V-A

E113-JOHNDEERE 350C SLOPEMOWER	12/4-12/8, 12/11-12/14, 12/26-12/28
E115-JOHNDEERE 350C SLOPEMOWER	12/4-12/9, 12/11-12/14, 12/26-12/28
E146-INTL. 784 TRACTOR	12/1, 12/4-12/8, 12/11-12/12, 12/20, 12/26-12/29
E243-FORD 6610 SLOPEMOWER	12/6-12/8, 12/11-12/14, 12/26-12/29

36. WILLOW FORK OF BUFFALO BAYOU V-A-2

E113-JOHNDEERE 350C SLOPEMOWER	12/29
E115-JOHNDEERE 350C SLOPEMOWER	12/14, 12/29

37. WILLOW FORK OF BUFFALO BAYOU V-A-3

E113-JOHNDEERE 350C SLOPEMOWER	12/14-12/15, 12/19-12/21
E115-JOHNDEERE 350C SLOPEMOWER	12/15, 12/18-12/21
E146-INTL. 784 TRACTOR	12/13-12/15
E243-FORD 6610 SLOPEMOWER	12/14-12/15, 12/18

38. WILLOW FORK OF BUFFALO BAYOU V-A-6

E243-FORD 6610 SLOPEMOWER	12/4-12/5

FORT BEND COUNTY ROAD DISTRICT NO. 1

BE IT REMEMBERED that on this 22nd day of JANUARY, 1990 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. APPROVE MINUTES:

   Cancel

2. CONSIDER AND POSSIBLY TAKE ACTION ON AN ORDER CANVASSING RETURNS AND DECLARING RESULTS OF FORT BEND COUNTY ROAD DISTRICT NO. 1 BOND ELECTION:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Order Canvassing Returns and Declaring Results of Fort Bend County Road District No. 1. (Recorded in minutes in full)

   FOR: 9
   AGAINST: 0

3. CONSIDER AND POSSIBLY TAKE ACTION ON AN ORDER CALLING A HEARING ON A PLAN OF TAXATION FOR FORT BEND COUNTY ROAD DISTRICT NO. 1:

   Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to adopt Order and set a hearing date on a Plan of Taxation for Fort Bend County Road District No.1, for February 26, 1990 at 11:00 as presented by Robert Randolph, Vinson & Elkins, representing Fort Bend Road District No.1. (Recorded in minutes in full)

4. RECEIVE INFORMATION ON THE STATUS OF THE FORT BEND PARKWAY:

   Commissioner Denham and Robert Randolph discussed the status of the Fort Bend Parkway.

5. ADJOURNMENT:

   Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered that the Fort Bend Road District No.1 be adjourned Monday, January 22, 1990.

ORDER CANVASSING RETURNS AND DECLARING RESULTS OF FORT BEND COUNTY ROAD DISTRICT NO. 1 BOND ELECTION; PROVIDING DETAILS RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING TO SAID ELECTION

WHEREAS, on November 13, 1989, the Commissioners Court of Fort Bend County, Texas (the "Court") met in regular session and adopted an Order Calling Fort Bend County Road District No. 1 Bond Election, and Notice of said Election was duly posted and published in both English and Spanish, as required by law; and

WHEREAS, there was held in Fort Bend County Road District No. 1 on the 20th day of January, 1990, a Bond Election at which was submitted to the duly qualified resident electors of said District the proposition specified below; and

WHEREAS, the returns of said election have been certified to this Court by the appropriate election officials; and

WHEREAS, the returns state that the duly qualified electors of the District voted in the election, as follows:

PROPOSITION

FOR THE ISSUANCE OF $4,500,000 BONDS AND THE LEVY OF THE TAX IN PAYMENT THEREOF	9 votes
AGAINST THE ISSUANCE OF $4,500,000 BONDS AND THE LEVY OF THE TAX IN PAYMENT THEREOF	0 votes

WHEREAS, the election was called and held in all respects under and in strict conformity with the Constitution and laws of the State of Texas and the United States of America; and

WHEREAS, this meeting of the Court is the first session after said election; Now, Therefore

BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1: The matters and facts recited in the preamble hereto are hereby found to be true and correct.

Section 2: The election was duly called and notice thereof given in accordance with law; said election was held in the manner required by law; due returns of said election have been made by the proper officers; only duly qualified resident electors of Fort Bend County Road District No. 1 were permitted to vote at said election; said election has resulted in the authorization of the Commissioners Court of Fort Bend County Road District No. 1 to

issue the bonds so voted on behalf of Fort Bend County and to levy taxes to pay for the bonds all as described in the preamble hereof and; more than two-thirds (2/3rds) majority of the qualified voters voting at said election have voted in favor of the issuance of said bonds and the levy of taxes to pay for the bonds.

Section 3: The District is now authorized to issue all of said bonds and to levy and collect taxes to pay for the bonds and do all other things necessary and convenient in connection therewith.

PASSED AND APPROVED this 22nd day of January, 1990.

County Judge
Fort Bend County, Texas

ATTEST:

County Clerk

(SEAL)

\ORD-CAN.BND

ORDEN SOLICITANDO LOS RESULTADOS Y QUE SE DECLAREN LOS RESULTADOS DE LA ELECCION PARA BONOS DEL DISTRITO DE CAMINOS No. 1 DEL CONDADO DE FORT BEND; DANDO LOS DETALLES RELACIONADOS CON LA MISMA; Y QUE CONTIENE OTRAS DISPOSICIONES RELACIONADAS CON DICHA ELECCION.

POR CUANTO, el 13 de Noviembre de 1989, la Corte de los Comisionados del Condado de Fort Bend, Texas (la "Corte") celebró una asamblea ordinaria y adoptó una Orden convocando para Elecciones de Bonos del Distrito de Caminos No. 1 del Condado de Fort Bend, y que el aviso de dicha elección fue exhibido y publicado debidamente, tanto en inglés como en español, según lo manda la ley; y

POR CUANTO, el día 20 de Enero de 1990 se realizó una Elección para Bonos en el Distrito de Caminos No. 1 del Condado de Fort Bend, en la cual se presentó a todos los electores residentes calificados de dicho Distrito, la proposición indicada a continuación; y

POR CUANTO, los funcionarios apropiados de la elección certificaron los resultados de tal elección a esta Corte; y

POR CUANTO, los resultados declaran que los electores calificados del Distrito votaron en la elección de la siguiente manera:

PROPOSICION

A FAVOR DE LA EMISION DE $4,500,000 EN BONOS Y EL GRAVAMEN DE IMPUESTOS EN PAGO DE LOS MISMOS 9 votos

EN CONTRA DE LA EMISION DE $4,500,000 EN BONOS Y EL GRAVAMEN DE IMPUESTOS EN PAGO DE LOS MISMOS 0 votos

POR CUANTO, la elección fue convocada y realizada en todos sus aspectos en estricto acuerdo con la Constitución y las leyes del Estado de Texas y los Estados Unidos de Norteamérica; y

POR CUANTO, esta asamblea de la Corte es la primera asamblea después de dicha elección; Entonces, Por lo tanto

LA CORTE DE LOS COMISIONADOS DEL CONDADO DE FORT BEND, TEXAS, ORDENA QUE:

Sección 1: Que los asuntos y hechos presentados en el preámbulo del presente, se declaran que son verdaderos y correctos mediante el presente.

Sección 2: La elección fue convocada debidamente y el aviso de la misma se dió conforme a la ley; dicha elección se realizó de la manera que manda la ley; los funcionarios apropiados han presentado los resultados de dicha elección; se le permitió únicamente a los electores residentes debidamente calificados del Distrito de Caminos No. 1 del Condado de Fort Bend que votaran en dicha elección; dicha elección ha resultado en la autorización a la Corte de los Comisionados del Distrito de Caminos No. 1 del Condado de Fort Bend a emitir los bonos así votados en nombre del Condado de Fort Bend y de gravar impuestos para pagar los bonos, todo tal como se describe en el preámbulo del presente, y; más de dos tercios (2/3) de la mayoría de los votantes calificados que votaron en dicha elección votaron en favor de la emisión de dichos bonos y el gravamen de impuestos para pagar los bonos.

Sección 3: El Distrito queda ahora autorizado a emitir todos dichos bonos, a gravar y a recaudar los impuestos para pagar por los bonos y realizar todas las otras acciones necesarias y convenientes relacionadas a lo mismo.

EMITIDA Y APROBADA este día 22 de Enero de 1990.

Judie E. Stavinoha
Juez del Condado
Condado de Fort Bend, Texas

ATESTIGUA:

Dianne Wilson
Secretario del Condado

(SELLO)

41 0221

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

TO: COMMISSIONERS COURT

DATE: JANUARY 20, 1990

RE: ELECTION RETURNS CERTIFICATION

I, Dianne Wilson, County Clerk of Fort Bend County, do hereby certify that the ~~attached~~ election returns of the January 20, 1990 election of the FORT BEND ROAD DISTRICT # 1 issue are true and correct to the best of my knowledge. All ballots (no absentee) have been accounted and tabulated with the results as follows:

FOR 9

AGAINST 0

Signed this 20 day of January, 1990 in Richmond, Texas.

(SEAL)

Dianne Wilson

DIANNE WILSON, COUNTY CLERK

301 Jackson St., P.O. Box 520, Richmond, Texas 77469 - (713) 341-8685 Fax(713) 341-4520

ORDER CALLING A HEARING
ON A PLAN OF TAXATION
FOR FORT BEND COUNTY ROAD DISTRICT NO. 1

R E C I T A L S

At an election held on January 20, 1990 the Commissioners Court was authorized to issue $4,500,000 road bonds on behalf of Fort Bend County Road District No. 1 (the "Bonds").

It is now proper and desirable for the Commissioners Court to hold a hearing on the adoption of a plan of taxation for Fort Bend County Road District No. 1 (the "District") in keeping with the provisions of Section 4.425 of Article 6702-1 Vernon's Texas Civil Statutes and Sections 51.502 through 51.506 of the Texas Water Code (the "Acts") therefore:

BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

Section 1. That a public hearing shall be held in the Commissioners Court Room on the 1st floor of the Fort Bend County Courthouse Annex, 500 Jackson Street, Richmond, Texas 77469, at 11:00 o'clock a.m., on the 26th day of February, 1990 upon the following propositions to wit:

First. Shall taxes levied in the District to pay the principal and interest on the Bonds be assessed, levied and collected upon the ad valorem tax basis as authorized by the Acts?

Second. Shall taxes levied in the District to pay principal and interest on the Bonds be assessed, levied and collected on the basis of the specific benefits as provided in the Acts?

Third. Shall taxes levied in the District to pay principal and interest on the Bonds be assessed, levied and collected on the basis of the assessment of benefits at an equal sum per acre of land as is provided in the Acts?

Fourth. Shall taxes levied in the District to pay principal and interest on the Bonds be assessed, levied and collected on the ad valorem basis as to some part of the total tax required, and upon the basis of the assessment of benefits as to some part of the total tax as provided in the Acts?

Section 2. The County Clerk shall issue notice of the hearing and shall cause the same to be published once a week for two consecutive weeks in a newspaper of general circulation in the District, the first publication being not less than 10 days before the date of the hearing.

Section 3. All residents and property owners within the District, and all other interested persons are hereby invited to appear in person or by their attorney and offer testimony pertinent to which plan of taxation should be used within the District.

Section 4. Copies of this Order shall be recorded in the minutes of this Court.

Section 5. 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.

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson

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

a:Order.cal

BIDS OPEN

JANUARY 29, 1990
11:00 A.M.

1) Purchase and installation of one (1) or more new high speed reader printer, bid #90-022:

The following bids were presented for review.

A) GLOBAL SERVICES

2) Purchase of not less than twenty one (21) new 1990 full size police package automobiles, bid #90-023:

The following bids were presented for review.

A) KNAPP CHEVROLET
B) LAWRENCE MARSHAL CHEV.-OLDS.
C) TEXSTAR CHEVROLET
D) MORT HALL FORD
E) HELFMAN FORD

3) Purchase of not less than (2) new 1990 special compact automobiles bid #90-024:

The following bids were presented for review.

A) KNAPP CHEVROLET
B) HELFMAN FORD
C) MORT HALL FORD

39(3)

41 0225

PURCHASE AND INSTALLATION OF ONE (1) OR MORE NEW HIGH SPEED READER PRINTERS
BID #90-022

COMPANY	TOTAL UNIT BID PRICE
Global Services, Inc. 2902 W. 12th St. Houston, Texas 77008	$21,991.00

No other bids received.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: JANUARY 14, 1990 & JANUARY 21, 1990

INDIVIDUAL NOTICES MAILED: 16

BID PACKETS PICKED UP OR MAILED: 4

BIDS RECEIVED: 1

INVITATION FOR BIDS
PURCHASE AND INSTALLATION OF ONE (1) OR MORE NEW HIGH SPEED READER PRINTERS
CONTRACT EXPIRES: 31 DECEMBER 1990
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
1 - 29 - 90	90-022	1 - 15 - 90	1	3

Sealed bids, subject to the Terms and Conditions of this Invitation For Bids, for the purchase and installation of one (1) or more new high speed reader printers, as described in 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 11:00 A.M., MONDAY, JANUARY 29, 1990 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. 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.

GLOBAL SERVICES, INC.
LEGAL NAME OF CONTRACTING COMPANY

McLean Babineaux	Sales Rep.	(713) 864-8777
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
2902 W. 12th St.	Houston, TX	77008
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
2902 W. 12th St.	Houston, TX	77008
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE EQUIPMENT 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: Alfred Vieira — 1/29/90 (DATE)

Al Vieira	Vice President	(713)864-8777
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS — DATE

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
1 - 29 - 90	90-022	1 - 15 -90	2	3

A. SCOPE:

It is the intent of Fort Bend County to purchase one (1) or more new high speed plain paper reader printers as specified herein.

B. DELIVERY, INSTALLATION AND SET-UP:

Bid price must include delivery, installation, set-up and running at the Fort Bend County Clerks Office, 301 Jackson St., Richmond, Texas. Equipment must be delivered, installed, set-up and running within ten (10) calendar days after receipt of purchase order. All work must be completed by qualified personnel.

C. NAME BRAND:

Specifications reference name brands; however, it is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise. Bidders may offer items or equal stature and the burdern of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered. Manufacturer's specification sheets for substitutes must accompany bid.

D. INSURANCE:

Bidders must submit, with bid, proof of Liability and Worker's Compensation Insurance.

E. SPECIFICATIONS:

1. MAKE AND MODEL: New, Canon NP-780 FSII Reader Printer or approved equal. List make and model offered CANON NP-780 FSII.

2. PAPER AND PAPER SIZE CAPABILITY: Must be capable of utilizing plain paper in a variety of sizes (8-1/2 x 11, 11 x 8-1/2, 8-1/2 x 14, 11 x 17 and 5-1/2 x 8-1/2). Must be equipped with two paper cassettes and a 1000 sheet paper deck.

3. SYSTEM FLEXIBILITY: Must accomodate 16mm file in "M" or "E" type cartridges.

4. FILM FORMAT: 16mm ANSI cartridge, 16mm 3M cartridge. Both negative and positive images of silver, vesicular or diazofilm.

5. SPEED: 20 A4 (U.S. letter) prints per minute.

INITIALS OF BIDDER (IN INK): _____ DATE: 1/29/90

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
1 - 29 - 90	90-022	1 - 15 -90	3	3

6. PRINT CONTROL:

   a. Duplex print.
   b. Automatice Border Masking.
   c. Batch, File and Range Print Modes.
   d. 200 Memory Registers.
   e. Bi-modal Print Mode.
   f. Check Print Mode.
   g. Area Specification Mode.

7. IMAGE ROTATION: 360 degree prism rotation. Full film vertical scanning by lever control. Jog Key for horizontal fine adjustment.

8. LENS: One (1) Prism Type A lens for 360 degree rotation, one (1) MR 42mm 1:4.1 lens and one (1) MR 59mm 1:5.7 lens.

9. PRINT PROCESS: Single Component Dry Toner Process.

10. MEMORY AND AUTOMATIC OPERATION: Fifty (50) addresses of multi-pages/ files can be recalled at any time and the printer automatically delivers page/file/from-to-print without operator assistance. Up to 99 copies can be preset for automatic sequential print at 20 A4 size prints per minute. File print up to 99 sets without need for collation.

11. KEYBOARD CONTROL: 8-digit LED display, ten key number entry, and other functions keys for printing, incrementing, browsing, rewinding, etc.

12. CONSUMABLES: The following list of consumable supplies must be provided, when the equipment is delivered.

    a. Negative Toner Cartridge - 2 pcs/ctn.
    b. Positive Toner Cartridge - 2 pcs/ctn.

13. WARRANTY: Bid price must include a one (1) year or 100,000 copies (whichever occurs first) warranty. Warranty must include all parts and labor except exposure lamps, drum, glass and customer negligence.

F. BIDDER COMPLETE THE FOLLOWING:

TOTAL BID PRICE, INCLUDING DELIVERY, INSTALLATION AND SET-UP $ 21,991.00
F.O.B. POINT OF DELIVERY.

INITIALS OF BIDDER (IN INK): _____ DATE: 1/29/90

41 0239

Canon

CANON U.S.A., INC.
3200 REGENT BLVD.
IRVING, TEXAS 75063-3145
TELEPHONE: (214) 830-9600

November 27, 1989

To whom it may concern:

This is to certify that Global Services Inc. is currently the only authorized Canon Micrographics dealer for the area in and around Houston, Texas. Global has the full support of Canon USA Inc. and is authorized as well as trained to both sell and service Canon Micrographic equipment in the following counties in Texas:

San Jacinto, Tyler, Newton, Montgomery, Hardin, Matagorda, Gayette, Harris, Lavaca, Wharton, Brazoria, Polk, Jasper, Waller, Liberty, Orange, Austin, Chambers, Colorado, Fort bend, Galveston.

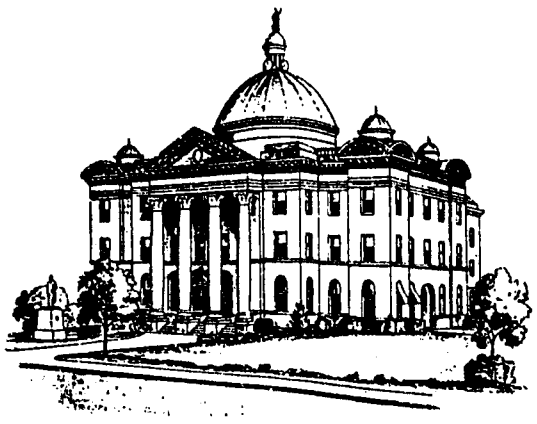
Anyone else claiming to be authorized to sell or service this product line is mis-representing the truth. If you have any questions regarding the above please feel free to call me at (214)830-9696 x 2700.

Sincerely,

Richard M. Green
Southwest Region Sales Manager
Micrographics Division
Canon USA Inc.

41 0230

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

February 8, 1990

Global Services, Inc.
2902 W. 12th St.
Houston, Texas 77008

Ref: Purchase and installation of one (1) or more new high speed reader printers. Bid #90-022.

Gentlemen,

This letter is to advise you that the Commissioners Court, Fort Bend County in Regular Session on February 5, 1990 awarded your company the contract pursuant to your bid on the above stated matter at the total bid price of $21,991.00. Purchase Order number 0039-02141 is attached.

Per bid specifications, delivery to the Fort Bend County Clerk's Office, 301 Jackson St., Richmond, Texas must be completed within ten (10) calendar days after your receipt of this letter.

Point of contact will be the County Clerk's Office at (713) 341-8683.

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

cf: Mrs. Dianne Wilson
County Auditor

PURCHASE ORDER

RECEIVING REPORT

P.O. # 0035-02141

41 0 231

TO		SHIP TO	
VENDOR	GLOBAL SERVICES	DEPARTMENT	COUNTY CLERK
	MCLEAN BABINEAUX		MICROGRAPHICS
ADDRESS	2902 W. 12TH ST.	ADDRESS	301 JACKSON
CITY	HOUSTON, TX 77008	CITY	RICHMOND, TX 77469

QUANTITY		DESCRIPTION		PRICE
1	EA	NEW HIGH SPEED READER PRINTER PER BID	$21991.00	$21991.00
		#90-022. DELIVERED WITHIN TEN (10)		
		CALENDAR DAYS.		

BY MY SIGNATURE I ATTEST THE ITEMS ON THIS ORDER HAVE BEEN RECEIVED AND THAT ALL ITEMS MEET SPECIFICATIONS.

TOTAL $21991.00

TAG ITEM, PLEASE CALL CHARLES AT 341-8647 UPON ARRIVAL (SUBMIT W/INVOICE & AUDITORS COPY OF REQUISITION)

John Hennett

SIGNATURE OF PURCHASING AGENT

AUTHORIZED SIGNATURE

DATE

FBCA FORM 1074 (15 JUL 89) 10M

JUSTIFICATION (ONLY IF INDICATED):

JUSTIFICATION (CONTD.)

LAST KNOWN SOURCE: Global Services (McLean Babineaux 713-864-8777)

NEAREST PLANT/PIT/SIDING:

DEPARTMENT HEAD SIGNATURE: DATE: 6/6/90 Dianne Wilson

PURCHASING AGENT: John Hennett

SELECTED VENDOR (PURCHASING): Global Services

FBCPA 101 (1 JUL 89) 10M

FOR USE OF PURCHASING DEPARTMENT ONLY

AUDITOR COPY

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 14, 19 90.

STARTING WITH
FILM CODE NO. 90 vol.41 pg.0002

ENDING WITH
FILM CODE NO. 90 vol.41 pg.0231

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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 14 DAY OF MARCH, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 0234.

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
MONDAY, FEBRUARY 5, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of January 22, 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. Mr. Danny Hill, Riceland Regional Mental Health Auth. & Mr. Randy Vestal, Texas Industries for Blind & Handicapped, re: job placement for the handicapped.

7. Mr. Sam Dick, District Attorney, re: (1) enter into record the D.A.'s worthless check and asset forfeiture funds budget; (2) request approval to renew three grants.

8. Mr. Roman Bohachevsky, County Librarian, re: accept donation of conference table with chairs from American Mortgage Co.

9. Consider the following items regarding the Fort Bend Flood Control Water Supply Corp.:

   (A) Adopt 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 the Fort Bend Flood Corporation to take all necessary action to acquire such land.

   (B) Adopt resolutions ordering the relocation or adjustment of certain pipelines to implement flood control improvements to the Flat Bank Creek, Middle Oyster Creek & Stafford Run Watersheds.

   (C) Adopt resolution approving the Fort Bend Flood Control Water Supply Corp.'s application for financial assistance from the Texas Water Development Board; authorizing such Corp. to take all necessary action to obtain provisions relating thereto.

   (D) Approve change order #1 for constructon on Middle Oyster Creek from Dulles Ave. to the Frost tract.

   (E) Authorize Fort Bend Flood Control Water Supply Corp.'s Engineer to revise construction drawings for Flat Bank Creek/Steep Bank Creek to reflect division of construction work into three phases.

   (F) Authorize Fort Bend Flood Control Water Supply Corp.'s Engineer to advertise for bids for the Flat Bank Creek/Steep Bank Creek Project.

   (G) Authorize Fort Bend Flood Control Water Supply Corp.'s Engineers to design pump station for Flat Bank Creek diversion.

   (H) Consider the interim report on State Highway 6 Bypass Levee Feasibility Study.

   (I) Approve bills.

10. Consider approval of agreement with Polly Ryon Memorial Hospital for indigent health care.

11. Discuss & consider personal property tax exemption, in effect as of 1-1-90, per House Bill 82.

12. Consider reclassification of three Pct. 1 employees.

13. Discuss and take action on Sec. 125 Flexible Benefits Plan.

14. Consider continuing part-time paralegal services for D.A./Civil Div.

15. Consider amended plat of Old Mill Retail Park Commercial Reserves C, D, F & G, and consider plats for Cinco Ranch Southlake Village, Sec. 1,2&3, Pct. 3.

16. Consider approval of interlocal agreement between Fort Bend County and City of Missouri City (Oyster Creek Farms Sub., Pct. 2).

17. Consider including East Bernard Fire Dept. on rotating fund list.

18. Consider advertising for bids for a utility vehicle (Fire Marshal).

19. Accept monthly reports for fee and non-fee officers.

20. Consider policy change regarding EMS interhospital transfer service.

21. Discuss use of professional services for the purpose of redistricting.

22. Consider accepting right-of-way deed from River Ranch Properties (Fondren heirs) for the Bois d'Arc Bridge replacement project, Pct. 4.

23. Consider accepting donation of State Hwy. 36 bypass right-of-way from Kenneth C. Margolis, Pct. 4.

24. Consider accepting streets in Pecan Grove Plantation, Sec. 7&8 into the County road maintenance system, Pct. 4.

25. 10:00 a.m. - Hold public hearing for traffic control devices in San Miguel Sub., Sec. 6 at Via Bella & Barbarosa in Pct. 3, and consider taking action.

26. 10:15 a.m. - Hold public hearing for closing Dry Creek Bridge on Gubbels Rd., Pct. 1, and consider taking action.

27. 10:30 a.m. - Hold public hearing on the extension of Hilltop & Wicks Roads, Pct. 2, and consider taking action.

28. Consider application from Hassell Construction Co. to construct street tie-ins onto South Lake Village Dr., Vantage Point Dr., & Grand Harbour Dr., Pct. 3.

29. Consider application from Jaho, Inc. to install a waterline under Crosslake Blvd., Pct. 4.

30. Consider application from Prime Cable to lay cable under Palm Royale Blvd., Deer Run Bend & Colony Woods Ct., Pct. 4.

31. Consider application from Gold Star Construction to provide access across County parking lot backed up to 212 Houston St., Pct. 1.

32. Consider applicaton from Exxon Corp. to replace a wooden bridge with a culvert crossing Ditch II-C-a, Pct. 1 & 2.

33. Consider application from Reddico Construction to install storm sewer & sanitary sewer lines under Westheimer Parkway & Peek Rd., Pct. 3.

34. Consider application from HL&P to set poles & hang lines across/along Cinco Blvd., S. Mason Rd., Westheimer Pkwy., Pct. 3.

35. Consider accepting replacement Letter of Credit #221 with Maintenance Bond #183187 for Plantation Place, Pct. 4.

36. Consider accepting reduction bonds from Lexington Dev. Co., Pct. 4.

37. Consider recommendations from Performance Review Committee.

38. Consider stop payment on outstanding stale-dated checks.

39. Accept or reject the following bids: (1) Big Creek bypass excavation (#90-020); (2) Refuse removal at Pct. 2 facility, Arcola (#90-021); (3) One or more new high-speed reader printers (#90-022); (4) Purchase of not less than 21 new 1990 full-size police package automobiles (#90-023); (5) Purchase of not less than 2 new 1990 special compact automobiles (#90-024).

40. Consider declaring void the contract with Al's Uniforms for uniform hats for Sheriff's Dept. (#90-005), effective 2-5-90, and authorize purchase of uniform hats on open market, as needed.

41. Consider co-op agreement with Texas Forest Service for rural community fire protection and interlocal agreement between Fort Bend County and City of Rosenberg for rural community fire protection.

42. Consider floor plan for East-end Annex.

43. Meet in Closed Session to discuss litigation (County Landfill & janitorial service), as authorized by Art. 6252-17, Sec. 2(e), VTCS, and consider action.

44. 1:30 p.m. - Open and consider bids for the following: (1) Purchase of 4 or more new full-size 1/2 ton pickup trucks, 90-day del. (#90-025); (2) Purchase of one or more new full-size utility vehicles, 10-day del. (#90-026); (3) Purchase of one or more new full-size 1/2 ton pickup trucks, 10-day del. (#90-027); (4) Purchase of one or more new mini-vans, 10-day del. (#90-028); (5) Sale of 7 seized and surplus vehicles.

45. Approve bills.

46. Adjournment.

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

FEB 1 1990

Diane Wilson
County Clerk, Fort Bend Co Tx

Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, February 1, 1990 at 3:10 p.m. by Norma Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 5TH day of FEBRUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK

With Commissioner O'Shieles absent for vote.

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

1. APPROVE MINUTES OF MEETING OF JANUARY 22, 1990:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of January 22, 1990.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts with NCNB and SUGAR CREEK BANK. (Recorded in minutes in full)

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out of town travel requests for FIRE MARSHALL, COMMISSIONER #1 & 3, CONSTABLE #2, JUVENILE PROBATION, EMERGENCY MANAGEMENT, DISTRICT ATTORNEY, PURCHASING, COUNTY JUDGE, TAX ASSESSOR/COLLECTOR, LIBRARY, 268TH DISTRICT COURT, EXTENSION AGENT, COUNTY CLERK, SHERIFF, HEALTH DEPT. PERSONNEL and AUDITOR. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve maintenance agreement with COPIER SPECIALISTS for Justice of Peace #2; SUPER TEC COMPUTERS for George Memorial Library; 3M for Sheriff and REN WASTE SYSTEM for Commissioner Precinct #3. (Recorded in minutes in full)

41 0237A

1/25/90

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
9/6/89	PLEDGE	NCNB	8 7/8 NOTE	912827WW8	$1270000.00
9/18/89	PLEDGE	NCNB	9/18 NOTE	912827XD9	$5770000.00
12/6/89	PLEDGE	NCNB	TREAS NOTE	912827XD9	$1950000.00
1/3/90	PLEDGE	NCNB	TREAS NOTE	912927WMO	$4000000.00
1/4/90	PLEDGE	NCNB	TREAS NOTE	912827UV2	$5000000.00
1/5/90	PLEDGE	NCNB	TREAS NOTE	912827XY3	$8000000.00
1/8/90	PLEDGE	NCNB	TREAS NOTE	912827XY3	$2000000.00
Total:					$27990000.00

1/25/90

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
9/19/89	RELEASE	NCNB	FHDN	313385MH6	$4765000.00
9/19/89	RELEASE	NCNB	FBLB DISC	313385MH6	$2125000.00
Total:					$6890000.00

1/25/90

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
1/22/90	RELEASE	SUGARCRK	HALLS ISD	256880	$90000.00
1/22/90	RELEASE	SUGARCRK	COLL ST UTIL	247115	$60000.00
1/22/90	RELEASE	SUGARCRK	CYPRESS-FAIR	288170	$100000.00
1/22/90	RELEASE	SUGARCRK	GOO CRE ISD	288801	$50000.00
Total:					$300000.00

1/25/90

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
1/17/90	RELEASE	TXCAPFB	FBSM	313586WN5	$1000000.00
1/17/90	RELEASE	TXCAPFB	FHLB	313388QL7	$250000.00
Total:					$1250000.00

41 0241

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
JAN 29 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Const Ray L. Breeding	(and two Reserve Officers)
Ch Dep Sam J. Mann Sr	
Sgt Frank Twardowski	

DATE OF DEPARTURE: Sometime during the week of 29 Jan 90 thru 9 Feb 90

DATE OF RETURN: February 9, 1990 ~~One day (up and back) each~~ trip

DESTINATION: DPS Automotive Section, Austin, Texas

PURPOSE OF TRIP: To pick-up and drive back seven used DPS vehicles to Pct 2.
(Two trips are necessary.... 1st trip (3 vehicles)
2nd trip (4 vehicles)

MODE OF TRANSPORTATION: POV and County Veh
NOTE: See approved minutes for 4th of December 1989, Para 20 (Attached)

****

DEPARTMENT HEAD APPROVAL: PCT 2 CONSTABLE'S DEPT CONST R. BREEDIN
Name & Department

DATE: 26 Jan 90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/13/90

(Emergency Approval: Date 1/30/90)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0242

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 5 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Bob Rowland

DATE OF DEPARTURE: 2-17-90

DATE OF RETURN: 2-22-90

DESTINATION: College Station

PURPOSE OF TRIP: To attend Public Works Course

MODE OF TRANSPORTATION: County vehicle

****

DEPARTMENT HEAD APPROVAL: Road & Bridge Pct. 3
Name & Department

DATE: 2-2-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0243

RECEIVED
FEB 2 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

MARSHA P. GAINES

Period: Date of Departure FEBRUARY 12, 1990

Date of Return FEBRUARY 14, 1990

Purpose of Trip: JURISPRUDENCE COMMITTEE MEETING

Places to be Visited: AUSTIN, TEXAS

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

Name

JANUARY 31, 1990
Date

TAX ASSESSOR/COLLECTOR
Title

* *

Approved: Commissioners' Court

County Judge

2/5/90
Date

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

41 0244

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 2 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Sampaguita Simeon

DATE OF DEPARTURE: May 20, 1990

DATE OF RETURN: May 24, 1990

DESTINATION: Lubbock, Texas

PURPOSE OF TRIP: To attend Southwest School of Governmental Finance.

MODE OF TRANSPORTATION: Air Travel

****

DEPARTMENT HEAD APPROVAL: Robert Grayless, County Auditor
Name & Department

DATE: 2-2-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0245

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 2 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Rose Harper

DATE OF DEPARTURE: April 3, 1990

DATE OF RETURN: April 3, 1990

DESTINATION: Hyatt Regency Reunion Square, Dallas, TX

PURPOSE OF TRIP: To attend Texas Library Association preconference entitled "Telecommunications Options for Libraries".

MODE OF TRANSPORTATION: airline

****

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

DATE: 2-1-'90

R. S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0246

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED FEB 2 1990 COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Portia Poindexter

DATE OF DEPARTURE: 3/21/90

DATE OF RETURN: 3/23/90

DESTINATION: Dallas, Texas

PURPOSE OF TRIP: Attend SMU School of Law Seminar-Legal Ease-Effective Writing for Seasoned Professionals

MODE OF TRANSPORTATION: Airline

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Criminal District Attorney
Name & Department

DATE:

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0247

RECEIVED
FEB 12 1990
COUNTY JUDGE

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:

Portia Poindexter

DATE OF DEPARTURE: 2/14/90

DATE OF RETURN: 2/16/90

DESTINATION: Dallas, Tx

PURPOSE OF TRIP: Attend State Bar of Texas Seminar on Suing and Defending Governmental Entities and Officials

MODE OF TRANSPORTATION: Airplane

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Criminal District Attorney
Name & Department

DATE:

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0248

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 2 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Mark Price

DATE OF DEPARTURE: 2/21/90

DATE OF RETURN: 2/23/90

DESTINATION: San Antonio

PURPOSE OF TRIP: Attend State Bar of Texas Seminar on Suing and Defending Governmental Entities and Officials

MODE OF TRANSPORTATION: Airline

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Criminal District Attorney
Name & Department

DATE:_____

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0249

RECEIVED
FEB 2 1990
COUNTY JUDGE

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:

Denise Fojtik

DATE OF DEPARTURE: March 22, 1990

DATE OF RETURN: March 22, 1990

DESTINATION: Ramada Hotel Galleria West, Houston TX

PURPOSE OF TRIP: To attend seminar entitled "Successful Communication Skills".

MODE OF TRANSPORTATION: personal auto

****

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

DATE: 1-29-90

R.S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0250

RECEIVED
FEB 2 1990
COUNTY JUDGE

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:

Molly Krukewitt

DATE OF DEPARTURE: March 16, 1990

DATE OF RETURN: March 18, 1990

DESTINATION: Sam Houston State University, Huntsville, TX

PURPOSE OF TRIP: To attend Sam Houston State University Book Festival.

MODE OF TRANSPORTATION: personal auto

****

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

DATE: 1-29-90

R.S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach T.. Travel Expense GOLDENROD COPY- Department

41 0251

RECEIVED
FEB 2 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Barbara Dobson

Period: Date of Departure 2-18-90

Date of Return 2-20-90

Purpose of Trip: Introductory Governmental Accounting - Austin, Texas

Places to be Visited:

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

Name

1-30-90
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

2/5/90
Date

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

41 0252

RECEIVED
FEB 2 1990
COUNTY JUDGE

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:

Richard Selleh

Bill Thomas

Sandy Kucera

DATE OF DEPARTURE: February 20, 1990

DATE OF RETURN: February 20, 1990

DESTINATION: Hobby Airport Hilton Houston, Texas

PURPOSE OF TRIP: attend conference on workers compensation -- TPS WC Fund

MODE OF TRANSPORTATION: personal autos

****

DEPARTMENT HEAD APPROVAL: Richard Selleh -- Personnel Department
Name & Department

DATE: _____

Richard Selleh
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0253

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 2 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

William Thomas

DATE OF DEPARTURE: March 6, 1990

DATE OF RETURN: March 8, 1990

DESTINATION: Austin, Texas -- to attend conference on Human Resource Management ~~in Government~~

PURPOSE OF TRIP: attend conference

MODE OF TRANSPORTATION: personal auto

****

DEPARTMENT HEAD APPROVAL: Richard Selleh -- Personnel Department
Name & Department

DATE: _____

Richard Selleh
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 0254

RECEIVED
FEB 2 1990
COUNTY JUDGE

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:

Richard Selleh

DATE OF DEPARTURE: March 6, 1990

DATE OF RETURN: March 8, 1990

DESTINATION: attend conference in Austin, Texas on Human Resource Management in Government

PURPOSE OF TRIP: attend conference

MODE OF TRANSPORTATION: personal auto

****

DEPARTMENT HEAD APPROVAL: Richard Selleh -- Personnel Department
Name & Department

DATE: _____ Richard Selleh
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0255

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 2 1990
COUNTY JUDGE

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
Frank Garza

DATE OF DEPARTURE: March 28, 1990

DATE OF RETURN: March 31, 1990

DESTINATION: Dallas Tx.

PURPOSE OF TRIP: To attend Safe Handling of Traffic in Construction and Maintenence areas.

MODE OF TRANSPORTATION: County vehicle

****

DEPARTMENT HEAD APPROVAL: Road + Bridge Pct. 3
Name & Department

DATE: 1-31-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0256

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
JAN 22 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

JOHN J. HAMMETT

DATE OF DEPARTURE: MAY 2, 1990

DATE OF RETURN: MAY 4, 1990

DESTINATION: THE UNIVERSITY OF TEXAS AT AUSTIN

PURPOSE OF TRIP: PUBLIC PURCHASING LAW

MODE OF TRANSPORTATION: PERSONAL VEHICLE

****

DEPARTMENT HEAD APPROVAL: JOHN J. HAMMETT PURCHASING
Name & Department

DATE:

John Hammett
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 0257

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:

Stacey Garey

DATE OF DEPARTURE: February 24, 1990

DATE OF RETURN: February 28, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: To attend Texas Public Health Association annual meeting.

MODE OF TRANSPORTATION: Personal auto.

****

DEPARTMENT HEAD APPROVAL: W. E. Culpepper, M. D., Health Department
Name & Department

DATE: 01/23/90

W. E. Culpepper
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 0258

JAN 25 1990

COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

John Healey

Period: Date of Departure 2-24-90

Date of Return 3-1-90

Purpose of Trip: NCDA Experienced Prosecutor Course - Hilton Head, S.C.

Places to be Visited:

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

Name

1-24-90
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

2/5/90
Date

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

41 0259

JAN 25 1990

COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Susan Lowery, Susan Smith, Lora Lenzsch, John Harrity and Steve Hale

Period: Date of Departure 2-23-90

Date of Return 2-24-90

Purpose of Trip: State Bar of Texas Juvenile Law Conference Austin, Texas

Places to be Visited:

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

Name

1-24-90
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

2/5/90
Date

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

41 0260

RECEIVED
JAN 25 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

DONNA TINSLEY

Period: Date of Departure 2-18-90

Date of Return 2-20-90

Purpose of Trip: Introductory Governmental Accounting - University of Texas - Austin

Places to be Visited:

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

Name

1-24-90
Date

CRIMINAL District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

2/5/90
Date

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

41 0261

RECEIVED
JAN 25 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Captain Marshall Whichard and Sergeant Larry Welch

Period: Date of Departure 2/15/90 A.M.

Date of Return 2/16/90 P.M.

Purpose of Trip: to attend a Law Enforcement Accreditation Association Conference

Places to be Visited: Austin, Texas

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

Name

January 23, 1990
Date

Sheriff
Title

* *

Approved: Commissioners' Court

County Judge

2/5/90
Date

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

41 0262

RECEIVED
JAN 25 1990
COUNTY JUDGE

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: 2-6-90

DATE OF RETURN: 2-9-90

DESTINATION: Emmitsburg, Maryland

PURPOSE OF TRIP: Attend Special Conference on Professional Standards

MODE OF TRANSPORTATION: Rent Car (Emmitsburg is 80 miles N.W. of Washington, D.C. with no regular transportation service)

This would be in conjunction with attendance to meeting I will be attending in Washington during the same time period.

****

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

DATE: 01/25/90

Mel Speed
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 2/3/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 0263

RECEIVED
JAN 25 1990
COUNTY JUDGE

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:

Edna Platte

Jane A. Powell

DATE OF DEPARTURE: March 8, 1990

DATE OF RETURN: March 9, 1990

DESTINATION: Joe C. Thompson Conference Center, UT-Austin, TX

PURPOSE OF TRIP: To attend seminar entitled "Legal Reference Sources for Non-Lawyers or, How to Do Legal Reference Well".

MODE OF TRANSPORTATION: airplane

****

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

DATE: 1-24-90

Roman S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0264

RECEIVED
JAN 25 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Shirley Davis
Jane Maines
Pauline Randolph
Maria Ramirez

Period: Date of Departure 3-19-90

Date of Return 3-22-90

Purpose of Trip: Annual A&M Conference

Places to be Visited: College Station

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

Dianne Wilson
Name

1-23-90
Date

County Clerk
Title

* *

Approved: Commissioners' Court

County Judge

2/5/90
Date

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

41 0265

RECEIVED
JAN 25 1990
COUNTY JU

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:

Raleigh Blackwell
Richard Spafford

DATE OF DEPARTURE: April 8, 1990

DATE OF RETURN: April 13, 1990

DESTINATION: Huntsville, Texas

PURPOSE OF TRIP: Texas Probation Training Academy (Juvenile Basic)

MODE OF TRANSPORTATION: Personal Car

****

DEPARTMENT HEAD APPROVAL: Dennis A. McAfee - Juvenile Probation
Name & Department

DATE: 1/25/90

Dennis A. McAfee
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 0266

RECEIVED
JAN 29 1990
COUNTY JUDGE

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 23, 1990, 10:00 a.m.

DATE OF RETURN: January 25, 1990, 3:00 p.m.

DESTINATION: College Station Hilton Hotel, College Station, Texas

PURPOSE OF TRIP: To attend 32nd Annual County Judges & Commissioners' Conference

MODE OF TRANSPORTATION: Personal Auto

****

DEPARTMENT HEAD APPROVAL: P. Johnnie Cooper, ~~Fort Bend~~ County Extension
Name & Department

DATE: January 22, 1990

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: J. Stavinoha Date 1/22/90)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41-0267

RECEIVED
JAN 29 1990
COUNTY JUDGE

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:

Dwight D. Callis

DATE OF DEPARTURE: February 7, 1990 - 9 a.m.

DATE OF RETURN: February 15, 1990 - 11 p.m.

DESTINATION: San Antonio Livestock Show

PURPOSE OF TRIP: Supervise 4-H'ers participating in San Antonio Stock Show

MODE OF TRANSPORTATION: personal auto

****

DEPARTMENT HEAD APPROVAL: P. Johnnie Cooper, County Extension Service
Name & Department

DATE: 1/25/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0268

FORT BEND COUNTY
TRAVEL AUTHORIZATION

JAN 29 1990
COUNTY J

TO: COMMISSIONERS COURT

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

Brady G. Elliott

DATE OF DEPARTURE: February 14, 1990

DATE OF RETURN: February 16, 1990

DESTINATION: Huntsville, Texas

PURPOSE OF TRIP: Judicial Conference

MODE OF TRANSPORTATION: Personal Auto

****

DEPARTMENT HEAD APPROVAL: Brady G. Elliott, Judge
268th Judicial District Court
Name & Department

DATE: 1/29/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 0269

FORT BEND COUNTY

TRAVEL AUTHORIZATION

RECEIVED JAN 29 1990

TO: COMMISSIONERS COURT

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

Manuel Zamora

DATE OF DEPARTURE: February 3, 1990

DATE OF RETURN: February 3, 1990

DESTINATION: Galveston, Texas

PURPOSE OF TRIP: Mini Child Support Workshop & Houston & Galveston Volunteer Service Winter Board Meeting

MODE OF TRANSPORTATION: County Vehicle

****

DEPARTMENT HEAD APPROVAL: Commissioner R. L. "Bud" O'Shieles
Precinct #1 - Road & Bridge
Name & Department

DATE: January 29, 1990

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

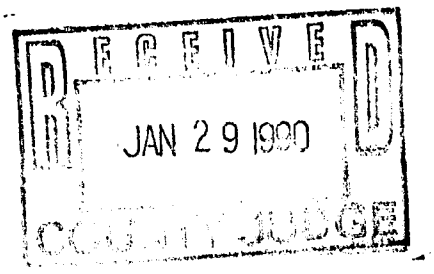
Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0270

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:

W. Von-Maszewski

DATE OF DEPARTURE: February 28, 1990

DATE OF RETURN: March 4, 1990

DESTINATION: Hyatt Regency Hotel, Austin, TX

PURPOSE OF TRIP: To attend the Texas State Historical Association Ninety-Fourth Annual Meeting.

MODE OF TRANSPORTATION: personal auto

****

DEPARTMENT HEAD APPROVAL: Roman S. Bohachevsky - LIBRARY
Name & Department

DATE: 1-25-90

R. S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/5/90

(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

41 0271
JAN 31 1990
COUNTY JUDGE

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: 3-7-90

DATE OF RETURN: 3-8-90

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Attend 1990 TAC County Coordinator's Training

MODE OF TRANSPORTATION: Personal Auto

****

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

DATE: 1-29-90

Signature
Alton B. Pressley - Commissioner

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/6/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0272

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
JAN 31 1990
COUNTY JUDGE

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: June 7, 1990

DATE OF RETURN: June 14, 1990

DESTINATION: El Paso, Texas

PURPOSE OF TRIP: State Firemen and Fire Marshals Association of Texas 114th Annual Convention

MODE OF TRANSPORTATION: Airline and Rent Car

****

DEPARTMENT HEAD APPROVAL: Gary Tilton, Fort Bend County Fire Marshal
Name & Department

DATE: January 30, 1990

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/5

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expenses GOLDENROD COPY- Department

41 0273

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. Stavinoha

DATE OF DEPARTURE: February 8, 1990

DATE OF RETURN: February 9, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Municipal Solid Waste Management and Resource Recovery Advisory Council

MODE OF TRANSPORTATION: Personal Auto

****

DEPARTMENT HEAD APPROVAL: JODIE E. STAVINOHA
Name & Department

DATE: February 2, 1990

J. Stavinoha
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

Representative

COPIER SPECIALISTS
Retail Sales and Service

AGENDA ITEM #5

41 0274

Allstate Business Systems
Wholesale

12668 Goar Rd.
Houston, Texas 77077
Ans. (713) 933-0048
Off. (713) 556-5087

IT IS UNDERSTOOD AND AGREED that this CERTIFICATE shall serve as a GUARANTEED MAINTENANCE on your MITA 1655Z copier.

THIS AGREEMENT includes Interim Service Calls during normal business hours, as reasonably requested by Customer, necessitated by causes other than carelessness or improper handling and use of the equipment.

EXCLUDING damage caused by [Fire, Lightning, Riots, Floods, or Acts of "God", this SERVICE AGREEMENT covers all Parts and Labor. [EXCLUDING: Consumable Items/Photo-Conductor/Developer/Toner/Oil/Fuser/Rollers/Lamps].

THE TERM OF TNIS AGREEMENT EXPIRES on 1/1/91. at which time a NEW AGREEMENT can be extended at the rate which is normal and acceptable to both Parties. This AGREEMENT is non-transferrable and can be terminated by either Party with WRITTEN NOTICE at least 30 Days prior to termination date. This AGREEMENT cannot be refunded in any part without prior WRITTEN CONSENT of COPYER SPECIALISTS.

THIS AGREEMENT shall become NULL and VOID if machine is moved from its initial location WITHOUT WRITTEN CONSENT from COPYER SPECIALIST and/or other than recommended manufactured supplies are used in the machine. This AGREEMENT is NULL and VOID if equipment is repaired or adjusted by any OTHER than a REPRESENTATIVE of COPYER SPECIALISTS.

PURCHASER shall indemnify and save Seller harmless from any and all Liability, Loss, Expense, Lawsuit Claims or Judgements arising from injury to person or property resulting or alleged from the use or transportation of the above stated equipment.

THIS AGREEMENT is payable ANNUALLY IN ADVANCE, Net Ten [10] Days from receipt of invoice. $500.00 + TAX

AGREED AND ACCEPTED THIS _____ DAY OF _____, 19__.

_____
NAME

CUSTOMER Justice of the Peace Gary Fredrickson, Pct. 2
ADDRESS P.O. Box 1121
HOUSTON, TX NEEDVILLE, TX 77461
TELEPHONE 342-7807

MAKE/MODEL MITA 1655Z
SERIAL NO. 013137H
PURCHASE ORDER NO. _____
METER READING _____

AppleCare® Service Plan Order Form

AGENDA ITEM #5

AppleCare Customer No: 0012202

Order Form No: 16212412 0275

AS PER ORIGINAL

Apple Owner

This copy of the AppleCare order form serves as your temporary confirmation of AppleCare coverage. You should receive your AppleCare Confirmation Certificate from Apple Computer, Inc. within six weeks. If you do not, please call (408) 973-2222. Should you have a service claim before you receive your certificate, this document will serve as your proof of coverage.

Apple Dealer

Please complete this AppleCare Order Form for your customer. This Agreement must have only one term of coverage for all listed products and should not exceed 36 months. Return the Apple copy within 10 days to your Apple Regional Support Center, Attention: AppleCare.

Authorized Apple Dealer Information

Name: Super Tec Computers — Dealer No: 98740

Address: 218 Higgins Street — Phone: (713) 446-9770

City: Humble — State: TX — Zip: 77338

Check all that apply:

- ☐ New Customer
- ☐ AppleCare Promotion (coupon attached)
- ☒ AppleCare Renewal
- ☐ Change of Owner
- ☐ Change of Address
- ☐ Purchase Order No.
- ☐ AppleCare Secured Contract

Customer Information

Name (Company): George Memorial Library

Attention: Ollie Jean Whatley

Address: 1001 Golfview — Phone: (713) 342-4455

City: Richmond — State: TX — Zip: 77469

AppleCare Start Date: 2/27/90 — AppleCare Expiration Date: 2/27/91 — Equipment Purchase Date: no date

Equipment covered by AppleCare

Product Description	AppleCare Part No.	Product Serial Number	Monthly Cost
MAC Plus	SC 70045	F6374CA	13.00
MAC [redacted] HD 20	SC 70038	F6410D9	18.00
Laser Writer Plus	SC 70036	F6450SR	35.00
	SC		
	SC		
	SC		
	SC		

Monthly Total: 66.00

Number of Months: 12

Subtotal (Multiply monthly total by number of months): 798.00

Sales Tax (if applicable): exempt

Total: 798.00

RSB

Apple Owner

The terms and conditions of this contract are stated on the reverse side. By signing this contract, you acknowledge that you have read and understand it and agree to be bound by its terms and conditions. Further, you agree that it is the complete statement of the contract between you and Apple, and that it supersedes all others, oral or written, relating to the subject matter of this order form.

Customer: _____ Date: _____

Dealer Signature: 1st pd. F.B. / quote — Date: _____

AppleCare
Service Part #Qty. 12HF

CUSTOMER COPY

Page ____ of ____

Apple*Care*® Service Plan

AS PER ORIGINAL

Terms and Conditions

Apple offers a manufacturer-supported, prepaid service plan for your Apple personal computer system, including Apple-manufactured peripheral devices and interface cards.

Apple agrees to service and provide all parts and labor necessary to repair your covered Apple equipment listed on the reverse side under Equipment Covered, and restore it to proper operating order, upon the following terms and conditions.

Apple*Care* may be purchased only through a participating authorized Apple dealer. To be sure you are purchasing Apple*Care* from a participating authorized dealer, call 800-538-9696.

If you want Apple*Care* coverage for a machine that is no longer under warranty or under an Apple*Care* Agreement, a participating authorized Apple dealer must first inspect the machine to determine its acceptability for Apple*Care* coverage. There may be a separate charge for this inspection.

I. Term of Agreement

You can purchase Apple*Care* Service Plan coverage for up to three years (36 months). The term of this Agreement does not begin until after the expiration of the Apple Limited Warranty.

All charges for coverage shall be due and payable as of the date of this Agreement and shall be *non-refundable* once paid.

II. Service Provided

Except as otherwise set forth in this Agreement, Apple agrees to provide the *remedial maintenance and repair*, including all parts and labor, that Apple deems necessary and appropriate to restore failed Covered Equipment to proper working condition.

III. Services Excluded

Coverage under this Agreement shall *not* include:

- Inspection and testing by the dealer resulting in "no trouble found." **The dealer may charge you for this service.**
- Electrical work external to the Covered Equipment, as well as the location, installation, removal, and maintenance of accessories, attachments, machines, or other devices (Apple and non-Apple) not covered by this Agreement.
- Repair, maintenance, and adjustment to the Covered Equipment required for reasons other than ordinary wear and tear, including but not limited to neglect, misuse (including failure to follow [illegible] maintenance procedures other than Apple or a participating authorized [illegible]), accident, modification without Apple approval, or connection with other devices not covered under this Agreement.
- improper environment (including lack of proper temperature or humidity control), unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire, relocation or reinstallation of the equipment by anyone other than Apple or a participating authorized Apple dealer, or Acts of God.
- Routine maintenance such as, but not limited to, periodic cleaning of printer heads, ribbon replacement, furnishing of supplies, accessories or consumable items such as, but not limited to, paper, [illegible] and disks.
- Service necessitated to comply with requirements of regulations or [illegible] government body or agency arising after the date of this Agreement, or if the serial numbers of the equipment have been altered, [illegible] or removed.

IV. Procedures

To obtain service, you should deliver the Covered Equipment [illegible] during the term of this Agreement, to the participating authorized Apple dealer from whom you purchased Apple*Care* [illegible] any other participating authorized Apple dealer who carries the product in need of service. (For the location of a participating authorized Apple dealer nearest you, call Apple Computer at 800-538-9696.)

The Covered Equipment must be accompanied by your Apple*Care* Confirmation Certificate (or this order form if you have not received your Confirmation Certificate). All interconnecting cords and cables must accompany the Covered Equipment to be serviced.

Non-Apple equipment, accessories, attachments, and modifications and all programs, data, and storage media must be removed from the Covered Equipment before it is delivered for service. Apple will not be responsible for items that are not removed.

V. Limitation of Liability

Apple, at its sole discretion, may replace the Covered Equipment in whole or in part with compatible equipment and may use remanufactured or refurbished parts and supplies in performing service. [illegible] shall be the sole and exclusive remedy for any breach of this Agreement. Customer shall be responsible for packaging and shipping costs to return replaced parts.

In no event shall Apple be liable for any delay in rendering service under this Agreement.

[illegible] Covered Equipment [illegible] equipment.

This is a service contract. Apple shall have no liability or responsibility to you or any other person or entity with respect to any liability, loss, or damage caused directly or indirectly by Apple equipment or programs sold or provided by Apple. Apple replacement parts or units, or service provided by Apple, including, but not limited to, any interruption of service, loss of business or anticipatory profits, or consequential damages resulting from the use or operation of the equipment. In no event shall Apple be liable for loss of profits or any indirect, special, or consequential damages arising out of any breach of this Agreement. If during the term of this Agreement, any of the equipment is damaged as a result of its use with equipment not covered by this Agreement, Apple shall have the option, at its own election, to terminate this Agreement.

VI. General

You may transfer this Agreement, along with your Apple personal computer. Contact your Dealer with new owner information. Apple may subcontract performance of its obligations under this Agreement to third parties, but shall not be relieved of its responsibilities thereby.

If you wish to contact Apple for any reason concerning Apple*Care* service or this Agreement you must send a letter to:

Apple Computer, Inc. Customer Relations
20525 Mariani Avenue, Cupertino, CA 95014

This Agreement is valid only in the country of sale.

The terms and conditions of this Agreement shall prevail over any conflicting, additional, or other terms of any purchase order or other document you submit.

This Agreement is governed by the laws of the State of California.

5
41 0277

PLACEMENT CONTRACT
COCA-COLA FULL SERVICE CAN VENDING

(EQUIPMENT ORDER NUMBER)

999404
(DEALER NUMBER)
1-29-90
(DATE)

ACCOUNT: FORT BEND COUNTY LIBRARY

MAILING ADDRESS: 1001 GOLFVIEW

RICHMOND, TX 77469

We agree to place can vending machine(s), dispensing drinks at 60¢ each, in your establishment located at: 1001 GOLFVIEW

RICHMOND, TX 77469

We will furnish all equipment, beverages and service required by the vending machine(s) to dealer, and remit to dealer a commission as determined by the schedule below.

Each month our Company will remit to each dealer, a commission of .100 per case, less robberies and applicable refunds with ~~an 8 cases minimum per vendor per month~~.

Settlement will be made by check as soon after the first of each month as is practicable.

Electrical services for the operation of these machines will be provided and furnished by you. We know that you will endeavor to prevent abuse to this equipment, and you will not have any liability for loss or damage to it, except that which is due to your negligence of that of your employees.

Should you desire to have this equipment moved to another location we will be glad to do so at your request; however, such a move will only be made with our authorized personnel.

It is further understood that: 1) You will not allow anyone except our authorized personnel to unlock, open or in any way have access to the interior of said machine(s). 2) That the authorized representative of our company shall have free access to said machine(s) during all hours that you are open for business, in order to inspect and/or service same. 3) That all equipment, accessories, and beverages, shall at all times remain our property; we shall, at our option, have the right, without notice, to enter your premises and take possession without necessity of any legal process, all machine(s), accessories, and beverages.

If this contract meets with your approval, please indicate your acceptance by signing in the place provided. It is understood that either party may cancel this arrangement at any time upon written notice to the other.

HOUSTON ~~COCA~~-COLA BOTTLING COMPANY

BY: Ben Tupp

ACCEPTED:

Fort Bend County Library
(Company)

BY: Jodie Stavinoha

JODIE STAVINOHA
(Type or Print Name)

County Judge
(Title)

DATE: 2-1-90

HCCBC 44

WHITE - OFFICE COPY / YELLOW - SALES CENTER COPY / PINK - CUSTOMER COPY

5

BEST-PAK DISPOSAL, INC.
(713) 686-6666
P.O. BOX 55409
HOUSTON, TX 77255

REM WASTE CONTROL, INC.
(713) 686-6666

SERVICE AGREEMENT FOR NON-HAZARDOUS WASTE

REM WASTE CONTROL II
(409) 722-9156
P.O. BOX 548
NEDERLAND, TX 77627

41 0278

AS PER ORIGINAL

AGREEMENT MADE THIS 1st DAY OF FEBRUARY 19 90, BY AND BETWEEN
REM WASTE CONTROL HEREINAFTER REFERRED TO AS CONTRACTOR AND
FORT BEND COUNTY PCT. #3 HEREINAFTER REFERRED TO AS CUSTOMER.

CUSTOMER NAME: FORT BEND COUNTY PCT. #3	
CUSTOMER SERVICE ADDRESS: 19310 CANAL ROAD	GRID NO.
CITY, STATE, ZIP CODE: ~~FLEWELLEN~~ Richmond, TEXAS	
CUSTOMER CONTACT: ~~LINDA URBANEK/DEBBIE~~ Dois Frederick	TELEPHONE NUMBER: ~~341-8648~~ 494-1199
CUSTOMER BILLING NAME: FORT BEND COUNTY PCT. #3	TELEPHONE NUMBER:
CUSTOMER BILLING ADDRESS: 1809 ELDRIDGE ROAD	
CITY, STATE, ZIP CODE: SUGARLAND, TEXAS 77478	

ACCOUNT NUMBER	
[X] NEW ACCOUNT	$
HOW OBTAINED	Permanent
[ ] CHANGE	$
TYPE OF CHANGE	
[ ] CANCEL	$
REASON:	

REFERENCE CUSTOMER PURCHASE ORDER #0018-00969

CONTAINERS TO BE DELIVERED

QUANTITY	CAPACITY CUBIC YARDS	REG.	LIDS	OPEN	HASP	WHEELS
1	30	OPEN TOP ROLL OFF				
Permanent - Dry materials only						

CONTAINERS TO BE PICKED UP

FREQUENCY OF SERVICE	ON CALL
PICK UP PER WEEK	
EFFECTIVE SERVICE DATE	2-1-90
EFFECTIVE CANCEL DATE	
DATE PROMISED	2-1-90
DATE DELIVERED	
[ ] CUSTOMER OWNED	
[ ] CONTRACTOR OWNED	

SCHEDULE OF CHARGES

SERVICE CHARGE PER MONTH	$
EXTRA PICK UP CHARGE PER CUBIC YARD	$
DELIVERY CHARGE	$ 125.00
RATE-PER PULL	$ 185.00
RENT PER DAY	$ 85.00
RENT PER MONTH	$
[ ] PRESENT SERVICE	$
[ ] PREVIOUS SERVICE	$

Rental will be waived if customer has two or more hauls per month per container

SERVICE DATA		MON.	TUE.	WED.	THU.	FRI.	SAT.	SUN.
NEW								
OLD								
ROUTE								

OFFICE USE ONLY

CHECK LIST
- [ ] DISPATCH
- [ ] DELIVERED
- [ ] ROUTE TAB
- [ ] BILLING

SPECIAL INSTRUCTIONS:

Above per Debbie to Chuck
Terminate 30 June, 1990.

Hwy 6 to
Hwy 90 to
Harlem Road
Turn right &
it will take you
to Canal Rd

THE PURPOSE, TERMS AND CONDITIONS OF THIS AGREEMENT ON REVERSE SIDE HAVE BEEN READ, UNDERSTOOD AND ACCEPTED BY THE CUSTOMER.

CUSTOMER	CONTRACTOR
PRINT NAME: FOR: FORT BEND COUNTY PCT. #3	NAME: REM WASTE CONTROL Chuck Gerhart
AUTHORIZED SIGNATURE: Alton B. [illegible]	REPRESENTATIVE SIGNATURE: Chuck Gerhart
TITLE: County Comm Pct #3	DATE: 1-29-30
DATE: 1-18-90	

CUSTOMER COPY

3M Chicago Sales Center
908 North Elm Street
Hinsdale, IL 60521
708/920 1000

AGENDA ITEM
41 0279 #5

3M

January 15, 1990

Purchasing Department
Ft. Bend County Auditor
Courthouse Annex
500 Liberty
Richmond, TX 77469

Re: P. O. Renewal - Service Agreement

Model Number: 912AU, 475CG, and 529BJ

Serial Number: 847473, 520648, and 403463

Current P. O. Number: 9023-01158

Dear Customer:

The 3M machine listed above is covered under a Service Agreement. This agreement is scheduled for renewal on 03-26-90 and 03-17-90. According to our records, a Purchase Order is required for renewal.

To renew this Service Agreement for another year, please send me your Purchase Order before the expiration date noted above to insure uninterrupted service. The price of an annual agreement is $280.00, $425.00 and $1,245.00.

Thank you for your cooperation. Please contact me with any questions regarding your Service Agreement.

Sincerely,

Leo Alonso.

Leo Alonso
3M Order Department
(708) 920-4207 or
(800) 323-1834 (Outside IL)

lab

MACHINE LOCATION
Sgt. Ferguson
Ft. Bend County Sheriff
1410 Ramsom Road
Richmond, TX 77469

6. MR. DANNY HILL, RICELAND REGIONAL MENTAL HEALTH AUTHORITY AND MR. RANDY VESTAL, TEXAS INDUSTRIES FOR BLIND & HANDICAPPED, RE: JOB PLACEMENT FOR THE HANDICAPPED:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize Judge Stavinoha to prepare resolution to support this program and approve on February 12, 1990. (Recorded in minutes in full)

Danny Hill and Randy Vestal discussed the various jobs performed by the blind & handicapped without requirement of a bid process.

7. MR. SAM DICK, DISTRICT ATTORNEY, RE: (1) ENTER INTO RECORD THE D.A.'S WORTHLESS CHECK AND ASSET FORFEITURE FUNDS BUDGET; (2) REQUEST APPROVAL TO RENEW THREE GRANTS:

Enter into record the D.A.'s worthless check and asset forfeiture funds budget:

Enter into record the District Attorney's worthless check and asset forfeiture funds budget as presented by Sam Dick, District Attorney. (Recorded in minutes in full)

Request approval to renew three grants:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize renewal of the following grants as requested by Sam Dick, District Attorney: (Recorded in minutes in full)

Intake (Screening)	$ 36,995.00
Victim Assistance	$ 5,110.00
Special Crimes	$ 6,722.00

8. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: ACCEPT DONATION OF CONFERENCE TABLE WITH CHAIRS FROM AMERICAN MORTGAGE CO.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept donation of conference table with chairs from American Mortgage Co. as presented by Roman Bohachevsky, Librarian.

9. CONSIDER THE FOLLOWING ITEMS REGARDING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORP.:

A. Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to adopt resolution approving final purchase prices for and authorizing execution of documents for Tract #18 ($187,100) & Tract #26 ($35,000) for the flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; and authorizing the Fort Bend Flood Corporation to take all necessary action to acquire such land. (Recorded in minutes in full)

B. Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to adopt resolution ordering the relocation or adjustment of pipelines owned by Exxon, Dow, Teco and Texas Eastern, Chevron, Industrial, and UTT as presented by Joe B. Allen. (Recorded in minutes in full)

C. Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt resolution approving the Fort Bend Flood Control Water Supply Corp.'s application for financial assistance from the Texas Water Development Board as presented by Joe B. Allen. (Recorded in minutes in full)

File Copy 7/1

41 0281

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

January 31, 1990

Honorable Jodie Stavinoha
Commissioners' Court
Courthouse Annex
Richmond, Texas 77469

Dear Judge:

House Bill 65 and House Bill 1434 passed by the Texas Legislature in 1989, requires that my office file a proposed budget for the Worthless Check Fund and the Asset Forfeiture Fund maintained by our office. It is not necessary for the Court to vote on these budgets. The statutes requires only that the budgets be presented to the Court. It is a matter of recording and not of voting.

The only time the Commissioners' Court approval is required by the statute is if I requested a raise out of the Asset Forfeiture Fund for an existing employee. There are no such requests at this time.

As there is no exact way for predicting how much income we will receive from these two funds during the year, I have proposed conservative budgets. It may become necessary to amend this budget during the year. I have spoken with the County Auditor regarding the procedures and he has been very helpful to our office in discussing the appropriate methods. I will call you in a day or so to see if you have any questions on the attached budgets.

Thank you for your considerations.

Sincerely,

Sam W. Dick

SWD/bd

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

Return to Sam Dick

cc: Commissioner Alton Pressley
Commissioner Bob Lutts
Commissioner Ben Denham
Commissioner R.L. "Bud" O'Shieles
Donna Tinsley

41 0283

AS PER ORIGINAL

CRIMINAL DISTRICT ATTORNEY
ASSET FORFEITURE BUDGET
1300 ACCOUNT

0701	CONFERENCES & SEMINARS	2,500
4012	SPECIAL INVESTIGATIONS	4,500
1010	PROPERTY & EQUIPMENT	7,500
1062	OFFICE SUPPLIES	7,000
4013	OFFICER TRAINING SUPPLIES	500
NEW #	COMMUNITY AWARENESS AND CRIME PREVENTION PROGRAMS	500
	TOTAL	22,500

41 0284

AS PER ORIGINAL

CRIMINAL DISTRICT ATTORNEY
WORTHLESS CHECK BUDGET
0600 ACCOUNT

0701	CONFERENCES & SEMINARS	1,000
1010	PROPERTY & EQUIPMENT	1,000
4012	SPECIAL INVESTIGATIONS	2,000
4010	FEES & SERVICES	16,000
0200	SALARIES	6,000
0300	SOCIAL SECURITY	500
0400	PENSION	400
1062	OFFICE SUPPLIES	4,000
NEW #	WITNESS EXPENSE	1,000
NEW #	COMMUNITY AWARENESS AND CRIME PREVENTION PROGRAMS	500
		32,400

7

41 0285

RESOLUTION NUMBER_____ AS PER ORIGINAL

A RESOLUTION BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR FUNDING TO THE COUNTY OF FORT BEND, TEXAS FOR A PROGRAM KNOWN AS "Screening Unit-Criminal District Attorney's Office."

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels that addition of the program known as the Screening Unit-Criminal District Attorney's Office, will materially enhance the administration of justice in the county of Fort Bend, Texas, for all crime victims; and

WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the state of Texas, Criminal Justice Division;

NOW, THEREFORE BE IT RESOLVED, by the Commissioners Court of the County of Fort Bend, Texas, that the County submit a grant request to the Office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of Screening Unit-Criminal District Attorney's Office.

PASSED AND APPROVED, this 5 day of February, 1990.

COUNTY OF FORT BEND, TEXAS

Jodie E. Stavinoha

JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

Dianne Wilson

DIANNE WILSON, COUNTY CLERK

I, Dianne Wilson, County Clerk for the County of Fort Bend, Texas, do hereby certify this to be a true and exact copy of the County of Fort Bend, Texas, Resolution number____ adopted by the Fort Bend County COMMISSIONERS, _____, _____.

41 0286

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

2. DATE SUBMITTED 2-28-90	Applicant Identifier
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION:

Application
- ☐ Construction
- ☒ Non-Construction

Preapplication
- ☐ Construction
- ☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: Fort Bend County

Organizational Unit: Criminal District Attorney

Address (give city, county, state, and zip code):
500 Jackson Street
Richmond, Texas 77469
Fort Bend County

Name and telephone number of the person to be contacted on matters involving this application (give area code):
H. C. Gregory
(713) 341-4478

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 1-746001969-2

7. TYPE OF APPLICANT: (enter appropriate letter in box) [B]
- A. State
- B. County
- C. Municipal
- D. Township
- E. Interstate
- F. Intermunicipal
- G. Special District
- H. Independent School Dist.
- I. State Controlled Institution of Higher Learning
- J. Private University
- K. Indian Tribe
- L. Individual
- M. Profit Organization
- N. Other (Specify)

8. TYPE OF APPLICATION:
- ☐ New
- ☒ Continuation
- ☐ Revision

If Revision, enter appropriate letter(s) in box(es): ☐ ☐
- A. Increase Award
- B. Decrease Award
- C. Increase Duration
- D. Decrease Duration
- Other (specify):

9. NAME OF FEDERAL AGENCY: Governor's Office
Criminal Justice Division
P.O. Box 12428, Austin, Texas 78711

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: S F - D 0 2

TITLE: Screening Unit

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Screening Unit to review all criminal cases presented to the District Attorney's Office; to provide legal assistance with investigations, search & arrest warrants; to insure all cases accepted are prosecuteable.

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):
Fort Bend County

13. PROPOSED PROJECT:

Start Date	Ending Date
10-01-90	9-30-91

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant	b. Project
022	022

15. ESTIMATED FUNDING:

a. Federal	$ .00
b. Applicant	$ 79,842.00
c. State	$ 36,995.00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ -0- .00
g. TOTAL	$ 116,837.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON.

DATE 2-28-90

b. NO ☐ PROGRAM IS NOT COVERED BY E.O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative	b. Title	c. Telephone number
Jodie E. Stavinoha	Fort Bend County Judge	(713) 341-4608

d. Signature of Authorized Representative	e. Date Signed
Jodie E. Stavinoha	2/5/90

Previous Editions Not Usable

Standard Form 424 REV 4-88
Prescribed by OMB Circular A-102

CJD-1

CONTINUATION PAGE

For continuation, if necessary, of any item on application page CJD-1. Identify by number the item being continued.

May also be used for any other remarks, at the applicant's option.

Next page number is CJD-4

OMB NO. 80-R0 186

PART II
PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
X Yes ___ No

Name of Governing Body ___
Priority Rating H.G.A.C.

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
X Yes ___ No

Name of Agency or Board H.G.A.C.
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
X Yes ___ No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
X Yes ___ No

Name of Approving Agency H.G.A.C. & C.J.D.
Date ___

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ___ No

Check one: State [X] Local [ ] Regional [X]
Location of Plan C.J.D. & H.G.A.C.

Item 6.
Will the assistance requested serve a Federal installation?
___ Yes X No

Name of Federal Installation ___
Federal Population benefiting from Project ___

Item 7.
Will the assistance requested be on Federal land or installation?
___ Yes X No

Name of Federal Installation ___
Location of Federal Land ___
Percent of Project ___

Item 8.
Will the assistance requested have an impact or effect on the environment?
___ Yes X No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
___ Yes X No

Number of:
Individuals ___
Families ___
Businesses ___
Farms ___

Item 10.
Is there other related assistance on this project previous, pending, or anticipated?
X Yes ___ No

See instructions for additional information to be provided.
JAA grant for $65,002.00 during first year only.

Item 11.
Is the project in a designated flood hazard area?
___ Yes X No

See instructions for additional information to be provided.

Next page number is CJD-6

OMB Approval No. 80-R0186

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		$	$	$	$	$
2.						
3.						
4.						
5. TOTALS		$	$	$	$	$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1) CJ Funds	(2) Local Match	(3)	(4)	(5)
a. Personnel	$ 28,428.00	$ 63,872.00	$	$	$ 92,300.00
b. Fringe Benefits	7,107.00	15,970.00			23,077.00
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges	35,535.00	79,842.00			115,377.00
j. Indirect Charges	1,460.00	-0-			1,460.00
k. TOTALS	$ 36,995.00	$ 79,842.00	$	$	$ 116,837.00
7. Program Income	$ -0-	$ -0-	$	$	$ -0-

Next page number is CJD-8

41 0289

OMB Approval No. 80-R0186

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. D-02	$79,842.00	$ 36,995.00	$	$ 116,837.00
9.				
10.				
11.				
12. TOTALS	$79,842.00	$ 36,995.00	$	$ 116,837.00

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13 Federal	$	$	$	$	$
14 Non-Federal					
15. TOTAL	$	$	$	$	$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$	$	$	$
17.				
18.				
19.				
20. TOTALS	$	$	$	$

SECTION F – OTHER BUDGET INFORMATION

(Attach additional Sheets if Necessary)

21 Direct Charges: $35,535.00 (CJD) $79,842.00 (Local Match)

22 Indirect Charges: 1,460.00 (CJD)

23. Remarks: Local match will be provided by Fort Bend County Commissioners Court.

PART IV PROGRAM NARRATIVE (Attach per instruction)

CJD-8

Next page number is CJD-10

41 0290

BUDGET NARRATIVE

Begin below and add as many continuation pages following each schedule (A1, B1, etc.) as may be needed to explain each item of the project budget. Narrative should include explanation of the basis for arriving at the cost of each item including Grantee Local Cash Contribution items. All amounts should be shown in whole dollars.

SCHEDULE A

PERSONNEL

1. Direct Salaries

TITLE OR POSITION[1]	% OF TIME TO THIS PROJECT[2]	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL[3]
(A) Chief of Intake	100%	$ 12,936.00	$ 29,064.00	$ 42,000.00
(B) Asst. Dist. Atty./Intake	100%	$ 10,164.00	$ 22,836.00	$ 33,000.00
(C) Secretary/Intake	100%	$ 5,328.00	$ 11,972.00	$ 17,300.00
(D)		$	$	$
(E)		$	$	$
(F)		$	$	$
(G)		$	$	$
(H)		$	$	$
TOTAL DIRECT SALARIES		$ 28,428.00	$ 63,872.00	$ 92,300.00

2. Fringe Benefits

	100 % or $ Rate			
FICA	@ 7.65%	$ 2,175.00	$ 4,887.00	$ 7,062.00
RETIREMENT	@ 7.0%	$ 1,990.00	$ 4,471.00	$ 6,461.00
INSURANCE	@ $3000.00/Year	$ 2,772.00	$ 6,228.00	$ 9,000.00
OTHER (EXPLAIN)	@ Worker Compensation	$ 85.00	$ 192.00	$ 277.00
	Unemployment Compensation	85.00	192.00	277.00
TOTAL FRINGE BENEFITS	100 %	$ 7,107.00	$ 15,970.00	$ 23,077.00
TOTAL PERSONNEL BUDGET		$35,535.00	$ 79,842.00	$115,377.00

1. Include only one position per line. Briefly describe the duties or responsibilities of each position
2. Express as a percent of total time (2080 hrs. per year).
3. Should reflect employee's gross salary attributable to the project.

BUDGET SCHEDULE A
SUPPLEMENTAL INFORMATION FOR PART-TIME STAFF POSITIONS

This form must be completed to show the required information for every paid staff position shown on Budget Schedule A (page CJD-10) as less than 100% of time devoted to this grant project. If the employee does not share time with another program/project, so indicate by completing the entry in the appropriate block on line 1 below. If the employee does share time with other programs/projects (outside the scope of this grant), complete the entry in the appropriate block on line 2 below to show the employee's total time, total salary, all of those other programs/projects, the percentage of time devoted to each, and the funding source for each. (See example page that follows.)

	POSITION LISTED ON			
	Line A of Budget Schedule A	**Line B of Budget Schedule A**	**Line C of Budget Schedule A**	**Line D of Budget Schedule A**
1. Employee does not share time with other programs/projects. Enter to the right the total number of hours worked per week.	40	40	40	
2. Employee does share time with other programs/projects as described below. Enter to the right the total salary from all sources, including this grant, (show hourly/weekly/monthly/annual), and the employee's total hours per week.	N/A	N/A	N/A	
a. Name other program or project..... % of time devoted..... Name source of funding.....	N/A	N/A	N/A	
b. Name other program or project..... % of time devoted..... Name source of funding.....	N/A	N/A	N/A	

Revised December 1989

41 0292

JOB DESCRIPTION

Chief of Intake

One experienced Assistant District Attorney, whose functions shall be: 1) To serve as the chief administrator of the Screening Unit. 2) To review all major case submissions; take the necessary legal action and present the appropriate cases to the Grand Jury. 3) To counsel with law enforcement personnel on major cases where appropriate. 4) To serve as liaison between the Screening Unit and all law enforcement agencies operating within Fort Bend County.

Assistant Intake Officer

One experienced Assistant District Attorney, whose functions shall be: 1) To review routine case submissions by law enforcement personnel; take the necessary legal action and present the cases to the Grand Jury where appropriate. 2) To assume the duties of the Chief of Intake in the absence of that individual.

Secretary/Intake

One secretary, whose functions shall be: 1) To prepare all legal documents as directed by either Assistant District Attorney assigned to the Screening Unit. 2) To enter the necessary data into the computer to insure the District Clerk, County Clerk and Sheriff are immediately aware of the acceptance or rejection of charges in any specific case. 3) To initiate a case file on all charges accepted by the Screening Unit and route that file to the appropriate person within the District Attorney's Office. 4) To maintain the administrative files of the Screening Unit as directed by the Chief of Intake.

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

DESCRIPTION OF SERVICE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES BUDGET	$	$	$

REQUIRED NARRATIVE: **Briefly describe any anticipated contractual arrangement and work products expected. Describe the basis for arriving at the cost of each line item.**

NOTES:

1. Grant applications in which the proposed program will be operated by a third party, under contract from the grantee, should complete and attach application CJD-11.1.

2. Personal services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs if any.

BUDGET SCHEDULE B

SUPPLEMENTAL BUDGET DATA FOR CONTRACTORS

Sources of Revenue

This form is required for contractor organizations that, under contract from the grantee, will operate the program described in the application. Leave this page blank under all other circumstances.

List the Contractor's Revenue from all Sources for all Progams and Purposes		
Revenue Sources (*List each source and amount separately)	For the Year Immediately Preceding this Grant Period	Projected for the Period of this Grant
1. State and Federal government*	$	$
2. City and County government*		
3. United Way		
4. Foundations		
5. Corporate		
6. Private/individual.....		
7. Fund raising events.....		
8. Fees and sales		
9. Interest		
10. Seized property and funds....		
11. Other (describe)		
TOTAL REVENUE.....		

Revised January 1989

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE C

TRAVEL

1. Local Travel

POSITION/TITLE	MILES TRAVELED ANNUALLY	$ RATE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)			$	$	$
(B)			$	$	$
(C)			$	$	$
(D)			$	$	$
(E)			$	$	$
(F)			$	$	$
(G)			$	$	$
(H)			$	$	$
LOCAL TRAVEL TOTAL			$	$	$

2. In-State Travel (Specify Clearly)

PURPOSE	DESTINATION				
			$	$	$
			$	$	$
			$	$	$
			$	$	$
IN-STATE TRAVEL TOTAL			$	$	$

3. Out-of-State Travel (Specify Clearly)	$	$	$
	$	$	$
	$	$	$
OUT-OF-STATE TRAVEL TOTAL	$	$	$
TOTAL TRAVEL BUDGET	$	$	$

NOTE: If personally owned vehicles are to be used, transportation costs should be shown on Schedule C; if agency or leased vehicles are to be used, the vehicle operation/maintenance costs should be shown on Schedule F, "Supplies and Direct Operating Expense."

REQUIRED NARRATIVE: **Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and of per diem.**

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE D

EQUIPMENT PURCHASES

EQUIPMENT NAME OR DESCRIPTION AND QUANTITY	CJ REQUEST	LOCAL CASH CONTRIBUTION[1]	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL EQUIPMENT BUDGET	$	$	$

1. Minimum of 50% local cash contribution required for all purchases.

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE E

CONSTRUCTION

ACTIVITY[1]	FACILITY	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)		$	$	$
(B)		$	$	$
(C)		$	$	$
(D)		$	$	$
(E)		$	$	$
TOTAL CONSTRUCTION BUDGET		$	$	$

1. State whether request is for construction or renovation. Renovation of $5,000 or less should be shown on Schedule F, "Supplies and Direct Operating Expense."

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE F

SUPPLIES & DIRECT OPERATING EXPENSE

DIRECTLY CHARGED SUPPLIES & OTHER OPERATING COSTS	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL SUPPLIES & DIRECT OPERATING EXPENSE BUDGET	$	$	$

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE G

INDIRECT COSTS

	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Indirect Costs Per Approved Cost Allocation Plan	$	$	$
(B) Indirect Costs Per CJD Computation Table	$ 1,460.00	$XXXXXXXXX	$ 1,460.00

NOTE: Indirect costs are authorized in an amount not to exceed the computation table in the CJD Financial and Administrative Requirements section of the grant application kit, or as authorized per the applicant's cost allocation plan.

REQUIRED NARRATIVE: **If method (A) is used, specify the rate and attach a copy of the document by which the current cost allocation plan was approved.**

AS PER ORIGINAL

INSTRUCTIONS

PART IV
PROGRAM NARRATIVE

Prepare the p vam narrative statement in accordance with the follow' uctions for all new grant programs. Re- quests ' ion or refunding and changes on an appr ' respond to item 5b only. Requests fo ' should respond to question 5c

1. 'OR THIS ASSISTANCE.

Pinpo. mic, social, financial, institutic g a solution. Dem- onstrate th. he principal and subordinate c ing documen- tation or other rests other than the applicant . based on planning studies shou.

2. RESULTS OR BENEF

Identify results and benefits when applying for a grant to health center provide a descriptio. facility, how the facility will be used, will benefit the general public.

3. APPROACH.

a. Outline a plan of action pertaining to the detail of how the proposed work will be plished for each grant program, function or ac. provided in the budget. Cite factors which might celerate or decelerate the work and your reason fo. taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvement.

b. Provide for each grant program, function or activity, quantitative monthly or quarterly projections of the accomplishments to be achieved in such terms as the number of jobs created; the number of people served; and the number of patients treated. When accomplishments cannot be quantified by activity or function, list them in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained and discuss the criteria to be used to evaluate the results and successes of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in item 2 are being achieved.

d. List organizations, cooperators, consultants, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project or area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. For research or demonstration assistance requests, present a biographical sketch of the program director with the following information; name, address, phone number, background, and other qualifying experience for the project. Also, list the name, training and background for other key personnel engaged in the project.

'Iscuss accomplishments to date and list in chrono- 'cal order a schedule of accomplishments, progress 'estones anticipated with the new funding re- ' there have been significant changes in the ctives, location approach, or time delays, ntify. For other requests for changes or lain the reason for the change(s). If ives have changed or an extension explain the circumstances and 'et has been exceeded, or if e changed more than the Attachment K to Of- Circular No. A-102, exp ' its effect on the projec

c. For supp. 'sin the rea- son for the ' ditional funding.

REFER TO SUPPLEMENTAL INSTRUCTIONS FOR PARTIV

Objectives and Need For This Assistance:

The objectives of the Fort Bend County District Attorney Screening Unit are: 1) To provide a centralized, standardized and professional forum for the reception of all felony and class "A" and "B" misdemeanor cases submitted by law enforcement. 2) To carefully review all evidence submitted by law enforcement officers of the nineteen agencies within Fort Bend County to determine appropriate legal action. 3) To prepare all legal documents and files preparatory to prosecution. 4) To issue arrest warrants and search warrants in appropriate cases. 5) To provide counsel to law enforcement personnel regarding criminal investigations. 6) To present all appropriate cases to the Grand Jury.

The continued need for this assistance is based upon the following facts: 1) Previous to the inception of this Unit, law enforcement officers had to swear out complaints at the felony or misdemeanor division of the District Attorney's office and thereafter obtain an arrest warrant from one of five Justices of the Peace. There was no provision for direct filing in the Court of original jurisdiction. 2) The Assistant District Attorneys who then screened cases, did so on a rotating basis in addition to their full-time duties as trial attorneys, which did not allow for the permanent assignment of any attorney to this function. 3) During the calendar year 1986, the Fort Bend County District Attorney's Office screened 4545 criminal cases at the request of local law enforcement. 4) Law Enforcement officers had been responsible for presenting their investigations to the Grand Jury, a procedure which removed a substantial number of officers from their primary duties during each session of the Grand Jury.

Results or Benefits Expected:

The benefits expected from the continued implementation of the Screening Unit are: 1) Enable law enforcement personnel to present evidence and obtain arrest or search warrants from a single location, thereby saving much time and enhancing their effectiveness to apprehend violators. 2) Enable Deputy District and County Clerks to participate in the case intake process, which is required for direct filing to the Court of original jurisdiction. 3) Eliminate the delay in placement of arrest warrants with the Sheriff, thereby reducing the possibility of persons remaining in jail longer than necessary. 4) Minimize the possibility of administrative error by reducing the number of persons involved in the process of filing charges. 5) Eliminate the necessity of utilizing five Justices of the Peace in the issuance of commitments and arrest warrants. 6) Provide for the assignment of two full-time, experienced Assistant District Attorneys to the Screening Unit; thereby insuring careful,

competent review of all cases submitted and adequate counsel to the law enforcement community, which will result in a greater number of convictions at trial.

Approach:

Statement of Tasks Involved:

One experienced Assistant District Attorney shall serve as Chief of Intake, whose functions shall be: 1) To serve as chief administrator of the Screening Unit. 2) To review all major case submissions; take necessary legal action and present appropriate cases to the Grand Jury. 3) To counsel with law enforcement personnel on major cases where appropriate. 4) To serve as liaison between the Screening Unit and all law enforcement agencies operating within Fort Bend County.

One experienced Assistant District Attorney shall serve as Assistant Intake officer, whose functions shall be: 1) To review routine case submissions by law enforcement personnel; take the necessary legal action and present the cases to Grand Jury where appropriate. 2) To assume the duties of the Chief of Intake in the absence of that individual.

One secretary, whose functions shall be: 1) To prepare all legal documents as directed by either Assistant District Attorney assigned to the Screening Unit. 2) To enter the necessary data into the computer to insure the District Clerk, County Clerk and Sheriff are immediately aware of the acceptance or rejection of charges in any specific case. 3) To initiate a case file on all charges accepted by the Screening Unit and route that file to the appropriate person within the District Attorney's Office. 4) To maintain the administrative files of the Screening Unit as directed by the Chief of Intake.

Projected Accomplishments:

Refer to Project Goal Achievements, page CJD-16.

Kinds of Data to be Collected:

1) Category of crime (Capital Felony, 1st, 2nd or 3rd Degree and Class "A" or "B" Misdemeanor)

2) Specific crime (Murder, Rape, Theft etc..)

3) Bond set

4) Defendant descriptor data

5) Law enforcement agency submitting case

6) Class of offender (1st, 2nd or habitual)
7) Grand Jury action

8) Cases accepted for charges

9) Cases rejected

10) Reason for rejection

11) Numerical count of each category listed above

Other Participating/Cooperating Organizations:

1) Fort Bend County Sheriff
2) Fort Bend County Clerk
3) Fort Bend County District Clerk
4) Fort Bend County Constable, Pcts. 1-4
5) Fort Bend County Fire Marshal
6) Texas Department of Public Safety/Fort Bend County
7) Richmond Police Department
8) Rosenberg Police Department
9) Kendleton Police Department
10) Needville Police Department
11) Arcola Police Department
12) Fulshear Police Department
13) Houston Police Department
14) Katy Police Department
15) Meadows Police Department
16) Missouri City Police Department
17) Stafford Police Department
18) Sugar Land Police Department

Geographic Location:

The area served by this project is all of Fort Bend County, including that portion within the City of Houston.

Research or Demonstration Projects:

Not Applicable

Accomplishments to Date:

The Screening Unit, comprised of two full-time Assistant District Attorneys and two full-time secretaries. operates a minimum of 45 hours per week. Additionally, the Chief of Intake or Assistant District Attorney/Intake is "on call" for specific needs of Law Enforcement on a 24 hour per day basis. The second full-time secretary has been added at local expense, due to the increased hours of operation and additional services offered by

the Unit. Positive reception of the Screening Unit by local law enforcement agencies has been overwhelming. Both County and District Clerks and the Sheriff's Department are posturing to accommodate the permanent presence of the Screening Unit within the local criminal justice system.

In addition to the screening function, the Unit initiates forfeiture proceedings for money, vehicles and equipment seized under V.A.C.S. 4476-15, to insure timely filing of the civil forfeiture case.

In conjunction with the Fort Bend County Sheriff's Department, the Unit established new procedures regarding the Law Enforcement interview and video of D.W.I. and D.U.I.D. offenders, eliminating problems previously encountered, which adversely affected the prosecution of those cases.

Statistically, during fiscal year 1988, the Screening unit accepted 1586 misdemeanor offenses; 926 felony offenses; rejected 801 cases; screened a total of 3313 cases in person; and counseled Law Enforcement Officers in an additional 2594 cases. There were 15 search warrants prepared and 20 forfeiture proceedings instituted.

It is projected that during fiscal 1989, there will be 4500 cases screened; 3600 accepted for prosecution; and 900 rejected. It is further projected that there will be 3000 cases in which the Unit counsels with Law Enforcement Officers in lieu of or prior to the face-to-face screening procedure.

Prior to the inception of the Screening Unit, there were more dismissals than convictions in criminal cases. Since the Screening Unit has been in operation, this negative trend has been reversed and convictions exceed dismissals. The improved screening procedure has virtually eliminated the appearance of cases unfit for trial, thereby reversing the negative trend cited above.

One of the most significant accomplishments of the Screening Unit is the reduction in time required for Law Enforcement Officers to present a case and acquire an arrest warrant. This time frame has been reduced from 3-4 ,hours before the Screening Unit came into being down to 30 minutes in most cases. Additionally, Screening Unit personnel present all cases to the Grand Juries, thereby eliminating the need for Law Enforcement Officers to testify in most cases. The end result is a significant reduction in time previously required of Law Enforcement Officers to remain at Grand Jury, which may now be devoted to service within their communities.

41 0304

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

1. **Grantee Name:** Fort Bend County 2. **Grant No:** _____

3. **Project Title:** Screening Unit

4. **Report Time Period:** ___/___/___ to ___/___/___

	*Column 1 **Estimated Number** at Start of Grant Period	**Column 2 **Actual Number** at Start of Grant Period	*Column 3 **Projected Number** at Completion of Grant	**Column 4*** **Actual Number** Achieved at: 1. Semi-Annual Report 2. Final Report **(Circle One)**
1. Number of Personnel Assigned to the Unit	3**		3**	
2. Number of Cases Referred	4000		4500	
3. Number of Cases Screened and Type of Disposition Recommended for:	4000		4500	
4. Prosecution	3200		3600	
5. Dismissal	800		900	
6.				
7.				
8.				
9.				
10.				

12/4/89

CJD-16-A

** One additional employee (4) added at local expense.

PART V

ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-102 and No A-87, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

PART V (Continued)

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. It will comply with the Uniform Grant and Contract Management Standards (UGCMS) developed under the directive of the Uniform Grant and Contract Management Act of 1981, Texas Civil Statutes, Article 4413(32g).

DESIGNATION OF GRANT OFFICIALS

In compliance with CJD rules relating to Eligible Applicants and Application Processing, Subsection 3.48(c), applicants must provide the full names, titles, addresses, and telephone numbers for the authorized official, financial officer, and project director for each grant submitted for consideration by the governor.

APPLICANT: Fort Bend County

PROJECT TITLE: Screening Unit

H. C. Gregory
Project Director (Type or Print)

Criminal Investigator
Title

309 S. 4th St., Second Floor
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 341-4478
Telephone Number

Robert Grayless
Financial Officer (Type or Print)

County Auditor
Title

309 S. 4th Street, 5th Floor
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 341-4760
Telephone Number

Jodie E. Stavinoha
Authorized Official (Type or Print)

Fort Bend County Judge
Title

500 Jackson Street
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 341-4608
Telephone Number

PROJECT COSTS (Rating question #8)

I		II	III		
LAST PRIOR APPROVED BUDGET		BUDGET CATEGORY	CURRENT PROJECT REQUEST		
CJD	LOCAL		CJD	LOCAL MATCH	TOTAL
		A. PERSONNEL			
$19,036.	$22,964.	1. Chief of Intake	$ 12,936.	$29,064.	$42,000.
$14,957.	$18,043.	2. Asst. D. A./Intake	$ 10,164.	$22,836.	$33,000.
$ 7,841.	$ 9,459.	3. Secretary/Intake	$ 5,328.	$11,972.	$17,300.
$	$	4.	$	$	$
$9,166.	$13,911.	BENEFITS	$ 7,107.	$15,970.	$23,077.
$51,000.	$64,017.	TOTAL PERSONNEL *	$ 35,535.	$79,842.	$115,377.
* PERSONNEL	* BENEFITS				
		B. PROFESSIONAL/CONTRACT SERVICES			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3	$	$	$
$	$	C. TRAVEL	$	$	$
		D. EQUIPMENT			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
		E. CONSTRUCTION			
$	$	1.	$	$	$
		F. SUPPLIES & DIRECT OPERATING EXPENSE			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	5.	$	$	$
$	$	6.	$	$	$
$51,000.	$64,017.	TOTAL	$ 35,535.	$79,842.	$115,377.
$ 1,955.00	-0-	G. INDIRECT COSTS	$ 1,460.	-0-	$ 1,460.
$52,955.	$64,017.	H. GRAND TOTAL	$ 36,995.	$79,842.	$116,837.

41 0309

PROJECT SUMMARY

(1) APPLICANT Fort Bend County

(2) PROJECT TITLE: Screening Unit

(3) FUNDING YEAR 1 2 3 (4) 5 EXEMPT ONE-TIME ONLY (Circle one)

(4) LOCAL PRIORITY: #_____ of _____ NO LOCAL PRIORITY _____

(5) NARRATIVE:

A. Define the problem (Rating questions #1, #2) Prior to the institution of the Screening Unit, the following problems existed: Asst. Dist. Attorneys were available only 20 hours per week for screening; The screening function & after-hours schedule was shared by 14 attorneys in two separate divisions; Officers were required to drive from the D.A.'s Office to J.P. Offices (5) for warrant; No specific attorney(s) were assigned to assist Officers with search warrants, etc; Officers were required to present their own cases to Grand Juries; No fixed bond schedule existed or could be enforced; No tracking system existed between the D.A.'s Office, Sheriff's Office, Clerk's Offices to insure an arrested party was not "lost" in the system.

B. Describe project activities (Rating questions #3, #4) Creation of a separate Screening (Intake) Division, comprised of two full-time Asst. D.A.s and two secretaries (one secretary on grant and second at local expense), to screen cases and assist Officers in resolving legal questions 45 hours per week, with specific "on-call" schedule for emergency intake, covering the remaining time period. Screening Unit interface with 5 J.P.s to provide single site for presentation of a case and receipt of a warrant. Interface with Sheriff and Clerk's Offices to insure accurate, rapid filing and transfer of all criminal justice documents at each stage of the process, to avoid persons "lost" in the system. Screening Unit Asst. D.A.s present all cases to the Grand Jury, freeing Officers for other duty.

C. List project goals, anticipated results, and to what extent the project will impact on the specific crime(s). (rating question #5)

Increase the availability of the case intake finction from 20 to 45 hours per week; Fix responsibility for the intake function and legal counsel to Officers on two full-time Asst. D.A.s; Eliminate the requirement that Officers personally present their cases to the Grand Jury; Reduce the average time for Officers to obtain a warrant from several hours to 30 minutes; Expedite document accuracy and document transfer.

D. List existing resources & explain project's coordination with each. (Rating questions #6, #7)

16 Law Enforcement Agencies in Fort Bend County: Provide counsel, case screening and review of all cases presented; prepare search warrants and present all appropriate cases to the Grand Jury.
County and District Clerks: Expedite transfer and tracking of all Criminal Justice documents at each stage of the proceeding.
Five Justice of the Peace Courts: Provide electronic transfer of complaint data and electronic receipt of warrant to provide one site warrant acquisition.
County & District Courts: Standardize bonding schedule and case flow.

E. Is there other grant assistance on this project previous, pending, or anticipated? If yes, list funding sources and amounts.

__ No X Yes (list)

Previous funding during the first year was received from P.M.S.S. (Federal Grants) in the amount of $65,002.00, to supplement the reduced funding experienced during the first year. No supplemental funding has been requested or received after the first year.

----------FOR CONTINUATION PROJECTS ONLY----------

E. List achievements for each year program has been funded (Rating question #10)

1. Reduced average time for case presentation and receipt of warrant from 3-4 hours to 30 minutes.
2. Reversal of pre-Screening Unit trend wherein dismissals exceeded convictions indicating vast improvement in quality of cases accepted.
3. Increased hours for screening from 20 hours per week to 45 hours per week.
4. Screening Unit personnel have replaced Officers in the Grand Jury case presentation, thereby freeing Officers to return to their jurisdiction.
5. Significantly increased the accuracy of documents and speed with which they are transferred within the various criminal justice agencies.

IN ORDER FOR THIS PROJECT TO BE CONSIDERED, BOTH SIDES OF THIS FORM MUST BE COMPLETE

7

41 0310

AS PER ORIGINAL

RESOLUTION NUMBER_____

A RESOLUTION BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR FUNDING TO THE COUNTY OF FORT BEND, TEXAS FOR A PROGRAM KNOWN AS " Victim Assistance Unit-Criminal District Attorney's Office ."

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels that addition of the program known as the Victim Assistance Unit-Criminal District Attorney's Office, will materially enhance the administration of justice in the county of Fort Bend, Texas, for all crime victims; and

WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the state of Texas, Criminal Justice Division;

NOW, THEREFORE BE IT RESOLVED, by the Commissioners Court of the County of Fort Bend, Texas, that the County submit a grant request to the Office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of Victim Assistance Unit-Criminal District Attorney's Office.

PASSED AND APPROVED, this 5 day of February, 1990.

COUNTY OF FORT BEND, TEXAS

Jodie E. Stavinoha

JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

Dianne Wilson

DIANNE WILSON, COUNTY CLERK

I, Dianne Wilson, County Clerk for the County of Fort Bend, Texas, do hereby certify this to be a true and exact copy of the County of Fort Bend, Texas, Resolution number____ adopted by the Fort Bend County COMMISSIONERS, _____, _____.

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

2. DATE SUBMITTED: 2-28-90	Applicant Identifier: 41 0311
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION:
Application: ☐ Construction ☒ Non-Construction
Preapplication: ☐ Construction ☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: Fort Bend County

Organizational Unit: Criminal District Attorney

Address (give city, county, state, and zip code):
500 Jackson Street
Richmond, Texas 77469
Fort Bend County

Name and telephone number of the person to be contacted on matters involving this application (give area code):
H. C. Gregory
(713) 341-4478

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 1-746001969-2

7. TYPE OF APPLICANT: (enter appropriate letter in box) [B]
A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School Dist.
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit Organization
N. Other (Specify) _____

8. TYPE OF APPLICATION:
☐ New ☒ Continuation ☐ Revision
If Revision, enter appropriate letter(s) in box(es): ☐ ☐
A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other (specify):

9. NAME OF FEDERAL AGENCY: Governor's Office
Criminal Justice Division
P.O. Box 12428, Austin, Texas 78711

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: S F - A 0 2
TITLE: Victim Assistance Program

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Victim/Witness Assistance Unit: One Director to implement mandated programs designed to improve treatment of crime victims by providing services to support them and speed their recovery from criminal acts as they proceed through the criminal justice system.

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):
Fort Bend County

13. PROPOSED PROJECT:

Start Date	Ending Date
10-1-90	9-30-91

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant	b. Project
022	022

15. ESTIMATED FUNDING:

a. Federal	$ .00
b. Applicant	$ 26,700. .00
c. State	$ 5,110. .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ -0- .00
g. TOTAL	$ 31,810. .00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON
DATE 2-28-90
b. NO ☐ PROGRAM IS NOT COVERED BY E.O. 12372
☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
☐ Yes If "Yes," attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative	b. Title	c. Telephone number
Jodie E. Stavinoha	Fort Bend County Judge	(713) 341-4608

d. Signature of Authorized Representative: Jodie E. Stavinoha
e. Date Signed: 2/5/90

Previous Editions Not Usable

Standard Form 424 REV 4-88
Prescribed by OMB Circular A-102

CJD-1

CONTINUATION PAGE

For continuation, if necessary, of any item on application page CJD-1. Identify by number the item being continued.

May also be used for any other remarks, at the applicant's option.

Next page number is CJD-4

OMB NO. 80-RO 186

PART II
PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
X Yes ___ No

Name of Governing Body H.G.A.C.
Priority Rating ___

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
X Yes ___ No

Name of Agency or Board H.G.A.C.
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
X Yes ___ No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
X Yes ___ No

Name of Approving Agency H.G.A.C. & C.J.D.
Date ___

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ___ No

Check one: State X
Local
Regional X
Location of Plan H.G.A.C. & C.J.D.

Item 6.
Will the assistance requested serve a Federal installation?
___ Yes X No

Name of Federal Installation ___
Federal Population benefiting from Project ___

Item 7.
Will the assistance requested be on Federal land or installation?
___ Yes X No

Name of Federal Installation ___
Location of Federal Land ___
Percent of Project ___

Item 8.
Will the assistance requested have an impact or effect on the environment?
___ Yes X No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
___ Yes X No

Number of:
Individuals ___
Families ___
Businesses ___
Farms ___

Item 10.
Is there other related assistance on this project previous, pending, or anticipated?
___ Yes X No

See instructions for additional information to be provided.

Item 11.
Is the project in a designated flood hazard area?
___ Yes X No

See instructions for additional information to be provided.

Next page number is CJD-6

OMB Approval No. 80-R0186

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		$	$	$	$	$
2.						
3.						
4.						
5. TOTALS		$	$	$	$	$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1) CJ Funds	(2) Local Match	(3)	(4)	(5)
a. Personnel	$ 3,696.00	$ 20,304.00	$	$	$ 24,000.00
b. Fringe Benefits	1,026.00	5,634.00			6,660.00
c. Travel					
d. Equipment					
e. Supplies	138.00	762.00			900.00
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges	4,860.00	26,700.00			31,560.00
j. Indirect Charges	250.00	-0-			250.00
k. TOTALS	$ 5,110.00	$ 26,700.00	$	$	$ 31,810.00
7. Program Income	$ -0-	$ -0-	$	$	$ -0-

Next page number is CJD-8

OMB Approval No. 80-R0186

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. A-02	$ 26,700.00	$5,110.00	$	$ 31,810.00
9.				
10.				
11.				
12. TOTALS	$ 26,700.00	$5,110.00	$	$ 31,810.00

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13 Federal	$	$	$	$	$
14 Non-Federal					
15. TOTAL	$	$	$	$	$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$	$	$	$
17.				
18.				
19.				
20. TOTALS	$	$	$	$

SECTION F – OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21 Direct Charges: $4,860.00 (CJD) $26,700.00 (Local Match)

22 Indirect Charges: $ 250.00 (CJD)

23. Remarks: Local match will be provided by Fort Bend County Commissioners Court.

PART IV PROGRAM NARRATIVE (Attach per instruction)

Next page number is CJD-10

41 0315

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

BUDGET NARRATIVE

Begin below and add as many continuation pages following each schedule (A1, B1, etc.) as may be needed to explain each item of the project budget. Narrative should include explanation of the basis for arriving at the cost of each item including Grantee Local Cash Contribution items. All amounts should be shown in whole dollars.

SCHEDULE A

PERSONNEL

1. Direct Salaries

TITLE OR POSITION[1]	% OF TIME TO THIS PROJECT[2]	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL[3]
(A) Director, Victim Assistance Unit	100%	$ 3,696.00	$ 20,304.00	$ 24,000.00
(B)		$	$	$
(C)		$	$	$
(D)		$	$	$
(E)		$	$	$
(F)		$	$	$
(G)		$	$	$
(H)		$	$	$
TOTAL DIRECT SALARIES		$ 3,696.00	$ 20,304.00	$ 24,000.00

2. Fringe Benefits

	100 % or $ Rate			
FICA	@ 7.65%	$ 283.00	$ 1,553.00	$ 1,836.00
RETIREMENT	@ 7.0%	$ 259.00	$ 1,421.00	$ 1,680.00
INSURANCE	@ $3000.00/Year	$ 462.00	$ 2,538.00	$ 3,000.00
OTHER (EXPLAIN)	@ Worker Compensation	$ 11.00	$ 61.00	$ 72.00
	Unemployment Compensation	11.00	61.00	72.00
TOTAL FRINGE BENEFITS	100 %	$ 1,026.00	$ 5,634.00	$ 6,660.00
TOTAL PERSONNEL BUDGET		$ 4,722.00	$ 25,938.00	$ 30,660.00

1. Include only one position per line. Briefly describe the duties or responsibilities of each position.
2. Express as a percent of total time (2080 hrs. per year).
3. Should reflect employee's gross salary attributable to the project.

JOB DESCRIPTION-VICTIM ASSISTANCE DIRECTOR

It shall be the function of the Director, Victim Assistance Unit, to develop and implement programs that will provide assistance to the victims of criminal acts (other than compensation) and to aid and support them as necessary, to facilitate their recovery from the trauma of crime. The Director, Victim Assistance Unit, shall further make public awareness presentations regarding the resources available through the Victim Assistance Unit.

BUDGET SCHEDULE A
SUPPLEMENTAL INFORMATION FOR PART-TIME STAFF POSITIONS

This form must be completed to show the required information for every paid staff position shown on Budget Schedule A (page CJD-10) as less than 100% of time devoted to this grant project. If the employee does not share time with another program/project, so indicate by completing the entry in the appropriate block on line 1 below. If the employee does share time with other programs/projects (outside the scope of this grant), complete the entry in the appropriate block on line 2 below to show the employee's total time, total salary, all of those other programs/projects, the percentage of time devoted to each, and the funding source for each. (See example page that follows.)

	POSITION LISTED ON			
	Line A of Budget Schedule A	**Line B of Budget Schedule A**	**Line C of Budget Schedule A**	**Line D of Budget Schedule A**
1. Employee does not share time with other programs/projects. Enter to the right the total number of hours worked per week.	40			
2. Employee does share time with other programs/projects as described below. Enter to the right the total salary from all sources, including this grant, (show hourly/weekly/monthly/annual), and the employee's total hours per week.	N/A			
a. Name other program or project..... % of time devoted..... Name source of funding.....	N/A			
b. Name other program or project..... % of time devoted..... Name source of funding.....	N/A			

Revised December 1989

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

DESCRIPTION OF SERVICE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES BUDGET	$	$	$

REQUIRED NARRATIVE: **Briefly describe any anticipated contractual arrangement and work products expected. Describe the basis for arriving at the cost of each line item.**

NOTES:
1. Grant applications in which the proposed program will be operated by a third party, under contract from the grantee, should complete and attach application CJD-11.1.
2. Personal services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs if any.

BUDGET SCHEDULE B

SUPPLEMENTAL BUDGET DATA FOR CONTRACTORS

Sources of Revenue

This form is required for contractor organizations that, under contract from the grantee, will operate the program described in the application. Leave this page blank under all other circumstances.

List the Contractor's Revenue from all Sources for all Progams and Purposes		
Revenue Sources (*List each source and amount separately)	For the Year Immediately Preceding this Grant Period	Projected for the Period of this Grant
1. State and Federal government*	$	$
2. City and County government*		
3. United Way		
4. Foundations		
5. Corporate		
6. Private/individual.....		
7. Fund raising events.....		
8. Fees and sales		
9. Interest		
10. Seized property and funds....		
11. Other (describe)		
TOTAL REVENUE.....		

Revised January 1989

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE C

TRAVEL

1. Local Travel

POSITION/TITLE	MILES TRAVELED ANNUALLY	$ RATE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)			$	$	$
(B)			$	$	$
(C)			$	$	$
(D)			$	$	$
(E)			$	$	$
(F)			$	$	$
(G)			$	$	$
(H)			$	$	$
LOCAL TRAVEL TOTAL			$	$	$

2. In-State Travel (Specify Clearly)

PURPOSE	DESTINATION				
			$	$	$
			$	$	$
			$	$	$
			$	$	$
IN-STATE TRAVEL TOTAL			$	$	$

3. Out-of-State Travel (Specify Clearly)	$	$	$
	$	$	$
	$	$	$
OUT-OF-STATE TRAVEL TOTAL	$	$	$
TOTAL TRAVEL BUDGET	$	$	$

NOTE: If personally owned vehicles are to be used, transportation costs should be shown on Schedule C; if agency or leased vehicles are to be used, the vehicle operation/maintenance costs should be shown on Schedule F, "Supplies and Direct Operating Expense."

REQUIRED NARRATIVE: **Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and of per diem.**

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE D

EQUIPMENT PURCHASES

EQUIPMENT NAME OR DESCRIPTION AND QUANTITY	CJ REQUEST	LOCAL CASH CONTRIBUTION[1]	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL EQUIPMENT BUDGET	$	$	$

1. Minimum of 50% local cash contribution required for all purchases.

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE E

CONSTRUCTION

ACTIVITY[1]	FACILITY	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)		$	$	$
(B)		$	$	$
(C)		$	$	$
(D)		$	$	$
(E)		$	$	$
TOTAL CONSTRUCTION BUDGET		$	$	$

1. State whether request is for construction or renovation. Renovation of $5,000 or less should be shown on Schedule F, "Supplies and Direct Operating Expense."

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE F

SUPPLIES & DIRECT OPERATING EXPENSE

DIRECTLY CHARGED SUPPLIES & OTHER OPERATING COSTS	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Postage	$ 46.00	$ 254.00	$ 300.00
(B) Supplies	$ 92.00	$ 508.00	$ 600.00
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL SUPPLIES & DIRECT OPERATING EXPENSE BUDGET	$ 138.00	$ 762.00	$ 900.00

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

A. Postage estimated at $25.00 monthly for letters, Impact Statements and other required communications.

B. Office supplies estimated at $50.00 monthly for stationery, forms, typewriter ribbon, copy paper, etc.

SCHEDULE G

INDIRECT COSTS

	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Indirect Costs Per Approved Cost Allocation Plan	$	$	$
(B) Indirect Costs Per CJD Computation Table	$ 250.00	$XXXXXXXXX	$ 250.00

NOTE: Indirect costs are authorized in an amount not to exceed the computation table in the CJD Financial and Administrative Requirements section of the grant application kit, or as authorized per the applicant's cost allocation plan.

REQUIRED NARRATIVE: **If method (A) is used, specify the rate and attach a copy of the document by which the current cost allocation plan was approved.**

41 0324

AS PER ORIGINAL

INSTRUCTIONS

PART IV
PROGRAM NARRATIVE

Prepare the p ... rem narrative statement in accordance with the follow ... uctions for all new grant programs. Requests ... ion or refunding and changes on an appr ... respond to item 5b only. Requests fo ... should respond to question 5c

1. ... OR THIS ASSISTANCE.

Pinpo ... mic, social, financial, institut ... g a solution. Demonstrate th ... the principal and subordinate ... ing documentation or other ... rests other than the applicant ... based on planning studies shou ...

2. RESULTS OR BENEF ...

Identify results and benefits ... when applying for a grant to ... health center provide a descriptio ... facility, how the facility will be used, ... will benefit the general public.

3. APPROACH.

a. Outline a plan of action pertaining to the ... detail of how the proposed work will be ... plished for each grant program, function or ac ... provided in the budget. Cite factors which might ... celerate or decelerate the work and your reason fo ... taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvement.

b. Provide for each grant program, function or activity, quantitative monthly or quarterly projections of the accomplishments to be achieved in such terms as the number of jobs created; the number of people served; and the number of patients treated. When accomplishments cannot be quantified by activity or function, list them in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained and discuss the criteria to be used to evaluate the results and successes of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in item 2 are being achieved.

d. List organizations, cooperators, consultants, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project or area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. For research or demonstration assistance requests, present a biographical sketch of the program director with the following information; name, address, phone number, background, and other qualifying experience for the project. Also, list the name, training and background for other key personnel engaged in the project.

... iscuss accomplishments to date and list in chrono... ical order a schedule of accomplishments, progress ... estones anticipated with the new funding re... there have been significant changes in the ... ctives, location approach, or time delays, ... stify. For other requests for changes or ... lain the reason for the change(s). If ... ives have changed or an extension ... explain the circumstances and ... et has been exceeded, or if ... e changed more than the ... Attachment K to Of... Circular No. A-102, exp ... its effect on the projec ...

c. For supp ... ain the reason for the ... dditional funding.

REFER TO SUPPLEMENTAL INSTRUCTIONS for PART IV

OBJECTIVES AND NEED FOR THIS ASSISTANCE

With a current population of 230,000 and growing, Fort Bend County is experiencing an attendant growth in the commission of crimes against persons, ie, murder, sexual assault, aggravated assault, kidnaping, robbery, etc.

The efficiency of the criminal justice system depends in great measure on the courage and cooperation of crime victims. These victims often need assistance to cope with the effects of crimes on their lives.

Central to the program is concern for the victim. Strong research indicates that when program goals focus on recovery of the victim, criminal justice performance is improved. Without citizen cooperation in reporting and testifying about crimes, it is impossible to hold criminals accountable.

RESULTS OR BENEFITS EXPECTED

The expected benefits of this program will be: 1) To insure that victims of criminal acts receive assistance and guidance in their contacts with the criminal justice community. 2) To provide referral services for crime victims in appropriate cases. 3) To assist crime victims with the necessary appearances at the Grand Jury, Prosecutor's Office etc. 4) To increase inter-agency cooperation through close liaison with the Victim Coordinator of each area Law Enforcement agency 5) To create and present public programs combining public awareness with victim assistance presentations 6) To counsel with victims prior to Grand Jury and Court appearances, as needed, to dispel fears of the judicial process and the necessity to face the accused.

APPROACH

Statement of Tasks Involved:

Funds will be used to develop, support and continue programs to address the needs of victims (in crimes against persons) such as providing them with crisis counseling, coordination with and referral to other social service agencies; accompanying victims to Grand Jury, Prosecutor's Offices and Court; assisting with filing of charges for prosecution and providing updates as to status of cases.

Moneys will also be used for continuing education of personnel assigned to this unit. To make general presentations which combine victim assistance information.

Projected Accomplishments:

Refer to Project Goal Achievements, page CJD-16.

Kinds of Data to be Collected:

Statistical data relating to services the unit provides, categories of victims (child or adult; male or female etc.) types of crimes involved and action taken by the unit, will be collected.

Other participating/cooperating agencies:

All Fort Bend County law enforcement agencies and all pertinent Fort Bend County social service agencies. Each agency, in cooperation with the Victim Assistance program, will provide information and services to the victims as provided by statute or by charter.

GEOGRAPHIC LOCATION

The area to be served by the Victim Assistance Unit will be Fort Bend County, inclusive of that portion within the City of Houston.

RESEARCH

Not Applicable.

ACCOMPLISHMENTS TO DATE

In fiscal year 1987, the Victim Assistance Unit served a total of 227 individuals of which 94 were child victims of sexual abuse; 24 were child victims of other abuse; 14 were adult victims of sexual abuse; and 23 were adult victims of family violence. In

addition to the foregoing, the Victim Assistance Unit helped 63 victims recover restitution; Intervened in 12 cases of witness intimidation; Assisted 17 out-of-County witnesses in Court appearances; and made 13 public awareness presentations.

During fiscal year 1988, the Victim Assistance Unit served a total of 496 individuals of which 139 were child victims of sexual abuse; 52 were child victims of other abuse; 34 were adult victims of sexual abuse; and 70 were adult victims of family violence. In addition to the foregoing, the Victim Assistance Unit helped 136 victims recover restitution; Intervened in 28 cases of witness intimidation; Assisted 42 out-of-County witnesses in Court appearances; and made 58 public awareness presentations.

During the fiscal year 1989, the Victim Assistance Unit served 318 victims; referred 229 victims to other service provider agencies; 68 victims were provided with crisis intervention counseling by telephone; 257 victims were provided with information regarding police, prosecutorial and court procedures, and victim responsibilities; 230 victims were provided with information regarding legal rights and remedies. Additionally, there were 221 victims provided with information regarding the scheduling of police, prosecutorial and court proceedings; 72 victims were accompanied to the prosecutor's office; 31 victims were accompanied to the courts, including grand jury; 4 victims were provided with transportation to the prosecutor's office and/or grand jury; 1 victim was provided with child care during visits to the prosecutor's office, courts and/or grand jury. Seven victims were provided with intercession with employers; 2 victims were assisted in obtaining protective orders; 106 victims were assisted in securing State Victims Compensation Program benefits and 64 victims were assisted in preparing Victim Impact Statements.

The Fort Bend County Criminal District Attorney Victim Assistance Unit received the Governor's Award for Crime Victim Assistance in April, 1989.

The Unit is currently housed in a new facility which has accommodations for child care during court, grand jury or prosecutorial appearances; and provides local Law Enforcement with a special room for interview of children, absent the usual police environment.

During the first three months of the fiscal year 1990, the Unit has served 50 victims.

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

1. Grantee Name: Fort Bend County 2. Grant No: _____

3. Project Title: Victim Assistance Unit

4. Report Time Period: _____ to _____

Column 1 Annual Number at Project Start (Estimated)	Column 2 Updated Number at Project Start (Actual)	Column 3 Projected Number at Project Completion	Column 4 Actual Number at Annual or or Final Report (Circle One)
1. Number of victims referred to the project.			
338		340	
2. Number of victims provided with crisis intervention counseling at the crime scene, face-to-face.			
0		0	
3. Number of victims provided with crisis intervention counseling at the hospital, face-to-face.			
0		0	
4. Number of victims provided with crisis intervention counseling by telephone.			
0		0	
5. Number of victims provided with crisis intervention counseling at other locations, face-to-face.			
0		0	
6. Number of victims provided with information regarding legal rights and remedies.			
235		240	
7. Number of victims provided with information regarding police, prosecutorial and court procedures, and victim responsibilities.			
214		215	
8. Number of victims provided with information regarding the scheduling of police, prosecutorial, and court proceedings.			
176		180	
9. Number of victims accompanied to the hospital.			
0		0	
10. Number of victims accompanied to police headquarters.			
0		0	

Revised January 1989

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS
Continuation Page

1. Grantee Name: Fort Bend County 2. Grant No: _____

3. Project Title: Victim Assistance Unit

4. Report Time Period: _____ to _____

Column 1 Annual Number at Project Start (Estimated)	Column 2 Updated Number at Project Start (Actual)	Column 3 Projected Number at Project Completion	Column 4 Actual Number at Annual or Final Report (Circle One)
11. Number of victims accompanied to the prosecutors offices.			
68		70	
12. Number of victims accompanied to the courts, including Grand Jury.			
28		30	
13. Number of victims provided with transportation to the hospital or to the police headquarters.			
0		0	
14. Number of victims provided with transportation to prosecutors' offices and courts, including Grand Jury.			
4		4	
15. Number of victims provided with child care during visits to the hospital or to police headquarters.			
0		0	
16. Number of victims provided with child care during visits to prosecutors' offices and courts, including Grand Jury.			
12		15	
17. Number of victims provided with assistance in interceding with employers, land lords, or creditors.			
5		5	
18. Number of victims provided with assistance in obtaining protective orders.			
4		4	
19. Number of victims provided with assistance in securing State Victims Compensation Program benefits.			
100		105	
20. Number of victims provided with assistance in preparing documents required or permitted by the Victim Impact Statement.			
50		50	

Revised January 1989

41 0330
AS PER ORIGINAL

(Continuation Page)
PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

1. Grantee Name: Fort Bend County 2. Grant No: _____

3. Project Title: Victim Assistance Unit

4. Report Time Period: ___/___/___ to ___/___/___

*Column 1 **Estimated Number** at Start of Grant Period	**Column 2 **Actual Number** at Start of Grant Period	*Column 3 **Projected Number** at Completion of Grant	**Column 4*** **Actual Number** Achieved at: 1. Semi-Annual Report 2. Final Report **(Circle One)**
21. Number of victims referred to other service provider agencies			
200		205	
22. Number of victims assisted with restitution			
104		105	
23. Number of victims assisted with return of property			
4		4	
24. Number of victims furnished with pre-trial orientation			
22		25	
25. Number of victims assisted with witness intimidation intervention			
20		21	
26. Number of victims assisted with out-of-county services			
30		30	
27. Number of public awareness presentations made			
4		4	
28. Number of victims assisted in filing charges			
4		4	

12/4/89

SERVICE RECORD AND PROJECTIONS
FOR
VICTIM ASSISTANCE PROJECT ACTIVITIES

	Child Victims of Sexual Abuse	Child Victims of Other Abuse	Adult Victims of Sexual Assault	Adult Victims of Family Violence	All Other Victims	Total
	A	B	C	D	E	A+B+C+D+E
1. The number of crime victims projected to receive assistance or services under this grant (12 months). Same as "Victims referred to Project" on page CJD-16.a)	105	25	25	45	150	350
1.a. The corresponding (as above) number for the most recent 12-month period.	100	22	21	41	148	338
2. The number of crime victims projected to receive assistance or services, during the 12-month period of this grant, through <u>all victim assistance programs</u> (regardless of funding source) operated by the grantee (or by the organization that operates this grant project under contract from the grantee).	105	25	25	45	150	350
2.a. The corresponding (as above) number for the most recent 12-month period.	100	22	21	41	148	338

Issued January 1989

41 0331

PART V

ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-102 and No A-87, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

PART V (Continued)

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. It will comply with the Uniform Grant and Contract Management Standards (UGCMS) developed under the directive of the Uniform Grant and Contract Management Act of 1981, Texas Civil Statutes, Article 4413(32g).

DESIGNATION OF GRANT OFFICIALS

41 0334

In compliance with CJD rules relating to Eligible Applicants and Application Processing, Subsection 3.48(c), applicants must provide the full names, titles, addresses, and telephone numbers for the authorized official, financial officer, and project director for each grant submitted for consideration by the governor.

APPLICANT: Fort Bend County

PROJECT TITLE: Victim Assistance Unit

H. C. Gregory
Project Director (Type or Print)

Criminal Investigator
Title

309 S. Fourth St., 2nd Floor
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 341-4478
Telephone Number

Robert Grayless
Financial Officer (Type or Print)

County Auditor
Title

309 S. 4th St., 5th Floor
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 341-4760
Telephone Number

Jodie E. Stavinoha
Authorized Official (Type or Print)

Fort Bend County Judge
Title

500 Jackson Street
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 341-4608
Telephone Number

7 41 0335

AS PER ORIGINAL

RESOLUTION NUMBER_____

A RESOLUTION BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT REQUEST TO THE GOVERNOR'S CRIMINAL JUSTICE DIVISION FOR FUNDING TO THE COUNTY OF FORT BEND, TEXAS FOR A PROGRAM KNOWN AS " Special Crimes Unit-Criminal District Attorney's Office ".

WHEREAS, THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS feels that addition of the program known as the Special Crimes Unit-Criminal District Attorney's Office, will materially enhance the administration of justice in the county of Fort Bend, Texas, for all crime victims; and

WHEREAS, the opportunity exists to fund vital parts of this program through the Office of the Governor of the state of Texas, Criminal Justice Division;

NOW, THEREFORE BE IT RESOLVED, by the Commissioners Court of the County of Fort Bend, Texas, that the County submit a grant request to the Office of the Governor of Texas, Criminal Justice Division, to assist in the funding of the program of Special Crimes Unit-Criminal District Attorney's Office.

PASSED AND APPROVED, this 5 day of February 1990.

COUNTY OF FORT BEND, TEXAS

Jodie E. Stavinoha

JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

Dianne Wilson

DIANNE WILSON, COUNTY CLERK

I, Dianne Wilson, County Clerk for the County of Fort Bend, Texas, do hereby certify this to be a true and exact copy of the County of Fort Bend, Texas, Resolution number____ adopted by the Fort Bend County COMMISSIONERS, _____, _____.

OMB Approval No. 0348-0043

APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED: 2-28-90	Applicant Identifier: 41 0336
3. DATE RECEIVED BY STATE	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

1. TYPE OF SUBMISSION:
Application: ☐ Construction ☒ Non-Construction
Preapplication: ☐ Construction ☐ Non-Construction

5. APPLICANT INFORMATION

Legal Name: Fort Bend County

Organizational Unit: Criminal District Attorney

Address (give city, county, state, and zip code):
500 Jackson Street
Richmond, Texas 77469
Fort Bend County

Name and telephone number of the person to be contacted on matters involving this application (give area code):
H. C. Gregory
(713) 341-4478

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 1-746001969-2

7. TYPE OF APPLICANT: (enter appropriate letter in box) E

A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School Dist.
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit Organization
N. Other (Specify) _____

8. TYPE OF APPLICATION:
☐ New ☒ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es): ☐ ☐
A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other (specify):

9. NAME OF FEDERAL AGENCY: Governor's Office
Criminal Justice Division
P.O. Box 12428, Austin, Texas 78711

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: S F - D 0 2
TITLE: Special Crimes Unit

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Special Crimes Unit to provide assistance to Law Enforcement from case inception; co-ordination of multijurisdictional cases; as well as Grand Jury presentation & trial of complex, sensitive cases involving narcotics, white collar & public integrity crimes.

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):
Fort Bend County

13. PROPOSED PROJECT:

Start Date	Ending Date
9-1-90	8-31-91

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant	b. Project
022	022

15. ESTIMATED FUNDING:

a. Federal	$ .00
b. Applicant	$ 34,771.00
c. State	$ 6,722.00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ -0- .00
g. TOTAL	$ 41,493.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE 2-28-90
b. NO. ☐ PROGRAM IS NOT COVERED BY E.O. 12372
☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
☐ Yes If "Yes," attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative	b. Title	c. Telephone number
Jodie E. Stavinoha	Fort Bend County Judge	(713) 341-4608

d. Signature of Authorized Representative: Jodie E. Stavinoha
e. Date Signed: 2/5/90

Previous Editions Not Usable

CJD-1

Standard Form 424 REV 4-88
Prescribed by OMB Circular A-102

CONTINUATION PAGE

For continuation, if necessary, of any item on application page CJD-1. Identify by number the item being continued.

May also be used for any other remarks, at the applicant's option.

Next page number is CJD-4

OMB NO. 80-R0 186

PART II
PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
X Yes ____ No

Name of Governing Body H.G.A.C.
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
X Yes ____ No

Name of Agency or Board H.G.A.C.
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
X Yes ____ No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
X Yes ____ No

Name of Approving Agency H.G.A.C. & C.J.D.
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
X Yes ____ No

Check one: State [ ] Local [X] Regional [X]
Location of Plan H.G.A.C. & C.J.D.

Item 6.
Will the assistance requested serve a Federal installation?
____ Yes X No

Name of Federal Installation ____
Federal Population benefiting from Project ____

Item 7.
Will the assistance requested be on Federal land or installation?
____ Yes X No

Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment?
____ Yes X No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
____ Yes X No

Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related assistance on this project previous, pending, or anticipated?
____ Yes X No

See instructions for additional information to be provided.

Item 11.
Is the project in a designated flood hazard area?
____ Yes X No

See instructions for additional information to be provided.

Next page number is CJD-6

GMB Approval No. 80-R0186

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.		$	$	$	$	$
2.						
3.						
4.						
5. TOTALS		$	$	$	$	$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) CJ Funds	(2) Local Match	(3)	(4)	
a. Personnel	$ 5,170.00	$ 27,974.00	$	$	$ 33,144.00
b. Fringe Benefits	1,257.00	6,797.00			8,054.00
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges	6,427.00	34,771.00			41,198.00
j. Indirect Charges	295.00	-0-			295.00
k. TOTALS	$ 6,722.00	$ 34,771.00	$	$	$ 41,493.00
7. Program Income	$ -0-	$ -0-	$	$	$ -0-

Next page number is CJD-8

OMB Approval No. 80-R0186

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. D-02	$ 34,771.00	$ 6,722.00	$	$ 41,493.00
9.				
10.				
11.				
12. TOTALS	$ 34,771.00	$ 6,722.00	$	$ 41,493.00

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13 Federal	$	$	$	$	$
14 Non-Federal					
15. TOTAL	$	$	$	$	$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$	$	$	$
17.				
18.				
19.				
20. TOTALS	$	$	$	$

SECTION F – OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21 Direct Charges: $6,427.00 (CJD) $34,771.00 (Local Match)

22 Indirect Charges: $ 295.00 (CJD)

23. Remarks: Local match will be provided by Fort Bend County Commissioners Court.

PART IV PROGRAM NARRATIVE (Attach per instruction)

Next page number is CJD-10

41 0340

BUDGET NARRATIVE

Begin below and add as many continuation pages following each schedule (A1, B1, etc.) as may be needed to explain each item of the project budget. Narrative should include explanation of the basis for arriving at the cost of each item including Grantee Local Cash Contribution items. All amounts should be shown in whole dollars.

SCHEDULE A

PERSONNEL

1. Direct Salaries

TITLE OR POSITION[1]	% OF TIME TO THIS PROJECT[2]	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL[3]
(A) Chief, Special Crimes Unit	100	$ 5,170.00	$ 27,974.00	$ 33,144.00
(B)		$	$	$
(C)		$	$	$
(D)		$	$	$
(E)		$	$	$
(F)		$	$	$
(G)		$	$	$
(H)		$	$	$
TOTAL DIRECT SALARIES		$ 5,170.00	$ 27,974.00	$ 33,144.00

2. Fringe Benefits

	100 % or $ Rate			
FICA	@ 7.65%	$ 395.00	$ 2,141.00	$ 2,536.00
RETIREMENT	@ 7.0%	$ 362.00	$ 1,958.00	$ 2,320.00
INSURANCE	@ $3000.00/Year	$ 468.00	$ 2,532.00	$ 3,000.00
OTHER (EXPLAIN)	@ Worker Compensation	$ 16.00	$ 83.00	$ 99.00
	Unployment Compensation	16.00	83.00	99.00
TOTAL FRINGE BENEFITS	100 %	$ 1,257.00	$ 6,797.00	$ 8,054.00
TOTAL PERSONNEL BUDGET		$ 6,427.00	$ 34,771.00	$ 41,198.00

1. Include only one position per line. Briefly describe the duties or responsibilities of each position.
2. Express as a percent of total time (2080 hrs. per year).
3. Should reflect employee's gross salary attributable to the project.

JOB DESCRIPTION-SPECIAL CRIMES UNIT

The Chief, Special Crimes Unit, Fort Bend County Criminal District Attorney's Office shall be responsible for assisting in the identification and selection of criminal activity to be targeted for investigation. He (she) shall direct the investigations conducted by the Special Crimes Unit, furnish legal advice and assistance to the field investigators, as well as accompany the investigators, as requested, on crime scene investigations, search warrant service, etc.

The Chief, Special Crimes Unit shall prepare all legal documents required for the investigation, intake, Grand Jury presentation and trial of cases selected for investigation by the Unit. He (she) shall be responsible for the review, acceptance and Grand Jury presentation of all Special Crimes Unit cases. He (she) shall prosecute all Special Crimes Unit cases, where possible.

The Chief, Special Crimes Unit shall function in conjunction with all investigators assigned to Special Crimes cases and make himself (herself) available to such investigators on a 24 hour per day basis, as required.

The Chief, Special Crimes Unit shall actively seek, seize and forfeit to local Law Enforcement, assets involved in illicit criminal activity as defined in Chapter 59, C.C.P.

BUDGET SCHEDULE A
SUPPLEMENTAL INFORMATION FOR PART-TIME STAFF POSITIONS

This form must be completed to show the required information for every paid staff position shown on Budget Schedule A (page CJD-10) as less than 100% of time devoted to this grant project. If the employee does not share time with another program/project, so indicate by completing the entry in the appropriate block on line 1 below. If the employee does share time with other programs/projects (outside the scope of this grant), complete the entry in the appropriate block on line 2 below to show the employee's total time, total salary, all of those other programs/projects, the percentage of time devoted to each, and the funding source for each. (See example page that follows.)

	POSITION LISTED ON			
	Line A of Budget Schedule A	**Line B of Budget Schedule A**	**Line C of Budget Schedule A**	**Line D of Budget Schedule A**
1. Employee does not share time with other programs/projects. Enter to the right the total number of hours worked per week.	40			
2. Employee does share time with other programs/projects as described below. Enter to the right the total salary from all sources, including this grant, (show hourly/weekly/monthly/annual), and the employee's total hours per week.	N/A			
a. Name other program or project..... % of time devoted..... Name source of funding.....	N/A			
b. Name other program or project..... % of time devoted..... Name source of funding.....	N/A			

Revised December 1989

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

DESCRIPTION OF SERVICE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES BUDGET	$	$	$

REQUIRED NARRATIVE: **Briefly describe any anticipated contractual arrangement and work products expected. Describe the basis for arriving at the cost of each line item.**

NOTES:

1. Grant applications in which the proposed program will be operated by a third party, under contract from the grantee, should complete and attach application CJD-11.1.

2. Personal services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs if any.

BUDGET SCHEDULE B

SUPPLEMENTAL BUDGET DATA FOR CONTRACTORS

Sources of Revenue

This form is required for contractor organizations that, under contract from the grantee, will operate the program described in the application. Leave this page blank under all other circumstances.

List the Contractor's Revenue from all Sources for all Progams and Purposes		
Revenue Sources (*List each source and amount separately)	For the Year Immediately Preceding this Grant Period	Projected for the Period of this Grant
1. State and Federal government*	$	$
2. City and County government*		
3. United Way		
4. Foundations		
5. Corporate		
6. Private/individual.....		
7. Fund raising events.....		
8. Fees and sales		
9. Interest		
10. Seized property and funds....		
11. Other (describe)		
TOTAL REVENUE.....		

Revised January 1989

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE C

TRAVEL

1. Local Travel

POSITION/TITLE	MILES TRAVELED ANNUALLY	$ RATE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)			$	$	$
(B)			$	$	$
(C)			$	$	$
(D)			$	$	$
(E)			$	$	$
(F)			$	$	$
(G)			$	$	$
(H)			$	$	$
LOCAL TRAVEL TOTAL			$	$	$

2. In-State Travel (Specify Clearly)

PURPOSE	DESTINATION				
			$	$	$
			$	$	$
			$	$	$
			$	$	$
IN-STATE TRAVEL TOTAL			$	$	$

3. Out-of-State Travel (Specify Clearly)	$	$	$
	$	$	$
	$	$	$
OUT-OF-STATE TRAVEL TOTAL	$	$	$
TOTAL TRAVEL BUDGET	$	$	$

NOTE: If personally owned vehicles are to be used, transportation costs should be shown on Schedule C; if agency or leased vehicles are to be used, the vehicle operation/maintenance costs should be shown on Schedule F, "Supplies and Direct Operating Expense."

REQUIRED NARRATIVE: **Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and of per diem.**

SCHEDULE D

EQUIPMENT PURCHASES

EQUIPMENT NAME OR DESCRIPTION AND QUANTITY	CJ REQUEST	LOCAL CASH CONTRIBUTION[1]	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL EQUIPMENT BUDGET	$	$	$

1. Minimum of 50% local cash contribution required for all purchases.

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE E

CONSTRUCTION

ACTIVITY[1]	FACILITY	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)		$	$	$
(B)		$	$	$
(C)		$	$	$
(D)		$	$	$
(E)		$	$	$
TOTAL CONSTRUCTION BUDGET		$	$	$

1. State whether request is for construction or renovation. Renovation of $5,000 or less should be shown on Schedule F, "Supplies and Direct Operating Expense."

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE F

SUPPLIES & DIRECT OPERATING EXPENSE

DIRECTLY CHARGED SUPPLIES & OTHER OPERATING COSTS	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL SUPPLIES & DIRECT OPERATING EXPENSE BUDGET	$	$	$

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE G

INDIRECT COSTS

	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Indirect Costs Per Approved Cost Allocation Plan	$	$	$
(B) Indirect Costs Per CJD Computation Table	$ 295.00	$XXXXXXXXX	$295.00

NOTE: Indirect costs are authorized in an amount not to exceed the computation table in the CJD Financial and Administrative Requirements section of the grant application kit, or as authorized per the applicant's cost allocation plan.

REQUIRED NARRATIVE: **If method (A) is used, specify the rate and attach a copy of the document by which the current cost allocation plan was approved.**

AS PER ORIGINAL

INSTRUCTIONS

PART IV
PROGRAM NARRATIVE

Prepare the p ram narrative statement in accordance with the follow uctions for all new grant programs. Requests ion or refunding and changes on an appr respond to item 5b only. Requests fo should respond to question 5c

1. OR THIS ASSISTANCE.

Pinpo. mic, social, financial, institutio g a solution. Demonstrate th. the principal and subordinate ing documentation or other rests other than the applicant based on planning studies shou.

2. RESULTS OR BENEF.

Identify results and benefits when applying for a grant to health center provide a descriptio. facility, how the facility will be used, will benefit the general public.

3. APPROACH.

a. Outline a plan of action pertaining to the detail of how the proposed work will be plished for each grant program, function or ac provided in the budget. Cite factors which might celerate or decelerate the work and your reason fo. taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvement.

b. Provide for each grant program, function or activity, quantitative monthly or quarterly projections of the accomplishments to be achieved in such terms as the number of jobs created; the number of people served; and the number of patients treated. When accomplishments cannot be quantified by activity or function, list them in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained and discuss the criteria to be used to evaluate the results and successes of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in item 2 are being achieved.

d. List organizations, cooperators, consultants, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project or area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. For research or demonstration assistance requests, present a biographical sketch of the program director with the following information; name, address, phone number, background, and other qualifying experience for the project. Also, list the name, training and background for other key personnel engaged in the project.

Discuss accomplishments to data and list in chronological order a schedule of accomplishments, progress estones anticipated with the new funding re- there have been significant changes in the ctives, location approach, or time delays, stify. For other requests for changes or lain the reason for the change(s). If ives have changed or an extension explain the circumstances and et has been exceeded, or if e changed more than the Attachment K to Of- Circular No. A-102, exp its effect on the projec.

c. For supp. ain the reason for the ditional funding.

REFER TO SUPPLEMENTAL INSTRUCTIONS FOR PARTIV

OBJECTIVES AND NEED FOR THIS ASSISTANCE

The objective of the Special Crimes Unit of the Fort Bend County Criminal District Attorney's Office is to provide the "hands-on" services of an experienced, felony prosecutor to direct the investigative efforts of Peace Officers in selected, high-profile and complicated cases. These services shall include 24 hour "on call" availability for emergency matters pertaining to cases under investigation; Direct assistance with search warrants, arrest warrants and subpoenas to enhance the investigative process of selected cases; Specific legal assistance, including "on scene" guidance, as necessary; Presentation of all Special Crime cases to Grand Juries and coordination of all Special Crime cases involving multi-agency or multi-jurisdictional investigations.

The need for this assistance is based upon the fact that there has been a significant increase in complicated "white collar" crime committed in Fort Bend County. No Law Enforcement agency in Fort Bend County currently posses the in-house capability of conducting effective investigations into complicated white collar, consumer fraud, or high profile criminal matters, absent continued legal guidance throughout the course of the investigation.

Such necessary services are not available on a full-time basis through the trial attorneys of this office, due to the demands placed upon them by their case load and assignments. Further, the ability to coordinate multi-agency and multi-jurisdictional investigations and lend the necessary continuity to such investigations cannot be accomplished by the part-time efforts of various trial attorneys.

RESULTS OR BENEFITS EXPECTED

The results of the Special Crimes Unit have been to: Identify, target and investigate specific complex fraud cases, certain public integrity matters, major narcotics cases and high profile cases, bringing each to a logical conclusion; Coordinate lengthy investigations involving multiple agencies and jurisdictions, avoiding duplication of effort and insuring the best case is presented; Integrate the most judicious, yet effective use of search warrants, arrest warrants and subpoenas into the investigative process at appropriate stages; Maximize the use of the asset forfeiture provisions within the State statutes to separate narcotic dealers from their illegal profits.

APPROACH

STATEMENT OF TASKS INVOLVED

The Special Crimes Unit of the Fort Bend County Criminal District Attorney's Office shall assist in the selection of criminal activity to target for investigation. Once a criminal enterprise is selected as a target, an investigation, directed by the Special Crimes Unit, is initiated. The Assistant District Attorney, Special Crimes Unit shall furnish legal assistance and advice from the inception of the investigation. These services shall include 24 hour "on-call" availability to Special Crimes investigations; issuance of and assistance in serving search warrants; issuance of arrest warrants and subpoenas in appropriate circumstances; coordination of efforts between agencies and jurisdictions to maintain a concerted, effective investigative effort; prepare and present all Special Crimes asset forfeiture cases; present all Special Crimes cases to Grand Juries and prosecute all Special Crimes cases when possible.

PROJECTED ACCOMPLISHMENTS

Refer to Project Goal Achievements, Page CJD-16.

KINDS OF DATA TO BE COLLECTED

As stated in Project Goal Achievements, Page CJD-16.

OTHER PARTICIPATING/ COOPERATING ORGANIZATIONS

Fort Bend County Sheriff's Department
Texas Department of Public Safety Narcotics Section
Houston Police Department
Meadows Police Department
Missouri City Police Department
Needville Police Department
Richmond Police Department
Rosenberg Police Department
Stafford Police Department
Sugar Land Police Department

GEOGRAPHIC LOCATION

Fort Bend County, including that portion within the City of Houston.

RESEARCH OR DEMONSTRATION PROJECTS

Not applicable

ACCOMPLISHMENTS TO DATE

During the first fiscal year of operation, the Special Crimes Unit opened 46 investigations; obtained 4 convictions, resulting in a total of 10 years, $5500.00 in restitution; and forfeited $68,900.00 in narcotics moneys to local Law Enforcement. During the second fiscal year, the Unit opened 46 new investigations; obtained 11 convictions resulting in a total of 32 years. During calendar year 1988, the Unit forfeited $310,420.00 in seized narcotics moneys to Law Enforcement and currently has an additional $156,865.00 in seized narcotics funds pending forfeiture. During the last quarter of 1988, the Unit obtained 11 convictions resulting in 26 years. During 1989, the Unit opened 98 investigations; closed 57 investigations; and obtained 28 convictions resulting in a total of 122 years plus one death penalty for capital murder of a Peace Officer. Further, the Special Crimes Unit obtained restitution in the amount of $59,906.00 for crime victims and forfeited $147,998.00 to local Law Enforcement, during 1989.

41 0353

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

1. Grantee Name: Fort Bend County 2. Grant No: _____

3. Project Title: Special Crimes Unit

4. Report Time Period: ___/___/___ to ___/___/___

	*Column 1 **Estimated Number** at Start of Grant Period	**Column 2 **Actual Number** at Start of Grant Period	*Column 3 **Projected Number** at Completion of Grant	**Column 4*** **Actual Number** Achieved at: 1. Semi-Annual Report 2. Final Report **(Circle One)**
1. Number of personnel assigned to Unit	2 *		2 *	
2. Number of Investigations opened	100		150	
3. Number of convictions obtained	30		45	
4. Number of years to which offenders were sentenced through convictions	125		175	
5. Number of investigations closed	80		100	
6. Number of investigations pending	20		50	
7. Amount of restitution obtained due to convictions	$50,000.		$75,000.	
8. Dollar value of forfeitures to Law Enforcement Agencies	$75,000.		$125,000.	
9.				
10.				

12/4/89

CJD-16-A

* Second Asst. Dist. Atty. added at local expense

AS PER ORIGINAL

PART V

ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-102 and No A-87, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

PART V (Continued)

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. It will comply with the Uniform Grant and Contract Management Standards (UGCMS) developed under the directive of the Uniform Grant and Contract Management Act of 1981, Texas Civil Statutes, Article 4413(32g).

DESIGNATION OF GRANT OFFICIALS

In compliance with CJD rules relating to Eligible Applicants and Application Processing, Subsection 3.48(c), applicants must provide the full names, titles, addresses, and telephone numbers for the authorized official, financial officer, and project director for each grant submitted for consideration by the governor.

APPLICANT: Fort Bend County

PROJECT TITLE: Special Crimes Unit

H. C. Gregory
Project Director (Type or Print)

Criminal Investigator
Title

309 South 4th St., 2nd Floor
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 341-4478
Telephone Number

Robert Grayless
Financial Officer (Type or Print)

County Auditor
Title

309 South 4th St., 5th Floor
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 341-4760
Telephone Number

Jodie E. Stavinoha
Authorized Official (Type or Print)

County Judge
Title

500 Jackson Street
Address (Street or P. O. Box)

Richmond 77469
City Zip

(713) 341-4608
Telephone Number

41 0357

PROJECT SUMMARY

(1) APPLICANT Fort Bend County

(2) PROJECT TITLE: Special Crimes Unit

(3) FUNDING YEAR 1 2 3 4 (5) EXEMPT ONE-TIME ONLY (Circle one)

(4) LOCAL PRIORITY: #_____ of _____ NO LOCAL PRIORITY _____

(5) NARRATIVE:

A. Define the problem (Rating questions #1, #2) Fort Bend County, with a population of 230,000 and close proximity to Houston, is experiencing increasing numbers of reported commercial fraud, conspiracy, public integrity violations, as well as a significant increase in drug trafficking, which involve asset forfeitures. Such specialized investigations require the continual legal advice and assistance of attorneys, throughout the entire investigative effort. Inter-agency and inter-jurisdictional investigations are better coordinated by a Prosecutor, so that the results may be maximized. Absent this Unit, there would be no Prosecutor available to fully assist Investigators throughout these investigations. Additionally, no Law Enforcement Agency in the Fort Bend County area has the in-house capability to adequately investigate complicated white-collar crime schemes, without legal help.

B. Describe project activities (Rating questions #3, #4)

Two Asst. District Attorneys (one at local expense) provide hands-on assistance to Law Enforcement at the inception of a Special Crimes case. This includes direct help with search warrants, arrest warrants and subpoenas; resolution of legal problems, including on-scene assistance as requested; coordination of multi-agency/multi-jurisdictional investigations; presentation of Special Crimes cases to Grand Jury and prosecution of Special Crimes cases. Special Crimes prosecutors remain available to Law Enforcement Agencies on a 24 hour basis for assistance with Special Crimes cases.

C. List project goals, anticipated results, and to what extent the project will impact on the specific crime(s). (rating question #5)

The goal of the Special Crimes Unit is to provide the coordination, guidance and assistance to Law Enforcement to effectively combat the proliferation of complex commercial fraud, consumer fraud, sensitive public integrity matters, and aggressively move to forfeit assets in narcotic cases, for the benefit of Law Enforcement and detriment of the defendant. It is anticipated that the Unit will obtain 30 convictions for 150 years, with $150,000. in asset forfeitures.

D. List existing resources & explain project's coordination with each. (Rating questions #6, #7)

The Special Crimes Unit is comprised of two full-time Assistant District Attorneys, whose total responsibility is to assist Law Enforcement agencies in the investigative stage of complex white-collar criminal acts; forfeit assets of narcotic traffickers; present all Special Crime cases to the Grand Jury & prosecute all Special Crime cases; assist Law Enforcement in specialized violations, as requested.

There are no duplicate or overlapping programs in existance in Fort Bend County.

E. Is there other grant assistance on this project previous, pending, or anticipated? If yes, list funding sources and amounts.

_x_ No ___Yes (list)

----------FOR CONTINUATION PROJECTS ONLY----------

E. List achievements for each year program has been funded (Rating question #10)

During fiscal year 1987, the Unit, comprised of one Asst. Dist. Atty. opened 46 investigations; obtained 4 convictions for a total of 8 years; and closed 20 investigations. During fiscal 1988, the Unit opened 46 investigations; obtained 11 convictions for a totel of 32 years; and closed 28 investigations. During fiscal 1989, the Unit, now comprised of two Asst. Dist. Attys. opened 98 cases; obtained 28 convictions for a total of 122 years plus one death penalty; and closed 57 cases. In addition, during fiscal 1989 $59,906.00 was awarded to crime victims in the form of Court ordered restitution and $147,998.00 in cash forfeited to local Law Enforcement, along with 3 motor vehicles and one trailer.

IN ORDER FOR THIS PROJECT TO BE CONSIDERED, BOTH SIDES OF THIS FORM MUST BE COMPLETE

PROJECT COSTS (Rating question #8) 41 0358

I		II	III		
LAST PRIOR APPROVED BUDGET		BUDGET CATEGORY	CURRENT PROJECT REQUEST		
CJD	LOCAL	A. PERSONNEL	CJD	LOCAL MATCH	TOTAL
$ 10,103.	$ 23,041.	1. Assistant District Attorney	$ 5,170.	$ 27,974.	$ 33,144.
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$ 2,299.	$5,626.	BENEFITS	$ 1,257.	$ 6,797.	$ 8,054.
$12,402.	$28,667.	TOTAL PERSONNEL *	$	$	$
* PERSONNEL	* BENEFITS				
		B. PROFESSIONAL/CONTRACT SERVICES			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3	$	$	$
$	$	C. TRAVEL	$	$	$
		D. EQUIPMENT			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
		E. CONSTRUCTION			
$	$	1.	$	$	$
		F. SUPPLIES & DIRECT OPERATING EXPENSE			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	5.	$	$	$
$	$	6.	$	$	$
$ 12,402.	$ 28,667.	TOTAL	$ 6,427.	$ 34,771.	$ 41,198
$ 555.	-0-	G. INDIRECT COSTS	$ 295.	-0-	$ 295.
$12,957.	$ 28,667.	H. GRAND TOTAL	$ 6,722.	$ 34,771.	$ 41,493.

41 0359

Fort Bend County Library System

#8

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

DP

February 1, 1990

Honorable Jodie E. Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Gentlemen:

I will be appearing before you on Monday, February 5, 1990 requesting that you accept the gift of a conference table with 15 chairs from Mr. Don Russell, Vice-Chairman of American Mortgage Company.

We received this furniture on Tuesday, January 30, 1990 and are using it in a conference area for staff meetings on the Gallery level of the George Memorial Library. The original value of this gift was $7,200.

Thank you for your consideration.

Sincerely,

Roman Bohachevsky

Roman S. Bohachevsky

RSB/dmf

1001 Golfview • Richmond, Texas 77469-5141 • 713-342-4455

c:flood.let 9

41 0360

COPY

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

February 1, 1990

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

RE: Fort Bend Flood Control Water Supply Corporation; February 5, 1990 Agenda Items

Gentlemen:

The law firm of Vinson & Elkins has forwarded to this office several documents that will be presented for your consideration at Commissioners' Court on February 5, 1990. Attached please find the following:

(1) Copy of letter dated February 1, 1990 to Ms. Norma Landry;

(2) Copy of letter dated February 1, 1990 to Larry Wagenbach;

(3) Copy of Resolution Approving the Fort Bend Flood Control Water Supply Corporation's Application for Financial Assistance from the Texas Water Development Board; Authorizing such corporation to take all necessary action to obtain provisions relating thereto;

(4) Copy of Resolution Approving Final Purchase Price 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; and

(5) Copy of Resolution ordering the Relocation or Adjustment of Certain Pipelines to Implement Flood Control Improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds.

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

These matters will be presented on the February 5, 1990 meeting. Should you have any questions please call me at any time.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:rg:1734B
Enclosures

cc: Commissioner R. L. O'Shieles (w/Enclosure)
Commissioner Ben Denham (w/Enclosure)
Commissioner Alton Pressley (w/Enclosure)
Commissioner Bob Lutts (w/Enclosure)
Criminal District Attorney Sam W. Dick (w/o Enclosure)
County Clerk Dianne Wilson (w/o Enclosure)

41 0362

VINSON & ELKINS
ATTORNEYS AT LAW
3300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE 713 65 2222 TELEX 762146

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE N W
WASHINGTON, D C 20004-1007
TELEPHONE 202 639-6500 TELEX 89660

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 44 1 491-7236
CABLE VINELKINS LONDON W1 TELEX 24140

FIRST CITY CENTRE
816 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-8400

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 220-7700

February 1, 1990

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 items to the agenda for the Commissioners' Court Meeting on February 5, 1990:

1. Adopt 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.
2. Adopt Resolutions Ordering the Relocation or Adjustment of Certain Pipelines to Implement Flood Control Improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds.
3. Adopt Resolution Approving the Fort Bend Flood Control Water Supply Corporation's Application for Financial Assistance from the Texas Water Development Board; Authorizing such Corporation to Take all Necessary Action to Obtain Provisions Relating Thereto.
4. Approve Change Order No. 1 for construction on middle Oyster Creek from Dulles Avenue to the Frost tract.
5. Authorize Fort Bend Flood Control Water Supply Corporation's Engineer to revise construction drawings for Flat Bank Creek/Steep Bank Creek to reflect division of construction work into three phases.
6. Authorize Fort Bend Flood Control Water Supply Corporation's Engineer to advertise for bids for the Flat Bank Creek/Steep Bank Creek Project.

7. Authorize Fort Bend Flood Control Water Supply Corporation's Engineers to design Pump Station for Flat Bank Creek diversion.
8. Consider the Interim Report on State Highway 6 By-pass Levee Feasibility Study.

I have enclosed for your reference copies of the above-mentioned resolutions. I am forwarding to Larry Wagenbach for his review five (5) execution copies and five (5) copies of each of the resolutions 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

0782:4511
c:\for849\corr\landry.ltr

Enclosure

cc: Mr. Larry Wagenbach/Assistant District Attorney (w/encl.)
Ms. Kathy Hynson/County Treasurer (w/encl.)
Mr. Joe B. Allen (Firm) (w/encl.)

41 0364

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
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47 CHARLES ST., BERKELEY SQUARE
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TELEPHONE 011 44 1 491-7236
CABLE VINELKINS LONDON W1-TELEX 24140

FIRST CITY CENTRE
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AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-8400

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 220-7700

February 1, 1990

BY MESSENGER

Mr. Larry Wagenbach
Assistant District Attorney
Fort Bend County
309 South Fourth Street
Richmond, Texas 77469

Re: Fort Bend Flood Control Water Supply Corporation
Purchase of Right-of-Way Tracts (Tracts 18 and 26)

Dear Larry:

Enclosed are five (5) execution copies and five (5) review copies each of the following:

1. 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.
2. Resolution Approving the Fort Bend Flood Control Water Supply Corporation's Application for Financial Assistance from the Texas Water Development Board; Authorizing such Corporation to Take all Necessary Action to Obtain Provisions Relating Thereto.

As we discussed, I am placing the resolutions on the agenda for the next Commissioners Court meeting. If you have any questions regarding the foregoing or revisions to be made, please call me at 651-2674.

Very truly yours,

Melinda Butler

Melinda A. Butler

0782:4511
C:\for649\corr\wagenbch.ltr
Enclosures

cc: Mr. Joe B. Allen (Firm)

9A

41 0365

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 5 day of February, 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 Bud O'Shieles.

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 Corporation to acquire certain land; and

WHEREAS, by Resolutions dated January 16, 1989, and April 10, 1989, 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 5th day of Feb., 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:\WP05FBFC\COMM-CRT\PRCH-PRC.RES\TRACT18.26

EXHIBIT "A"

PURCHASE PRICES

Tract No.	Seller	Purchase Price
Tract #18 7.420 acres	Board of Trustees of Hermann Hospital Estate	$187,100
Tract #26 23.585 acres	Board of Trustees of Hermann Hospital Estate	$ 35,000

A:\WP05FBFC\COMM-CRT\PRCH-PRC.RES\TRACT18.26

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 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 5 day of ~~January~~ February, 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 5 day of ~~January~~ February, 1990.

DIANNE WILSON, County Clerk and Ex-Officio Clerk of Commissioners Court

By Dianne Wilson

(SEAL)

A:\WP05FBFC\COMM-CRT\PRCH-PRC.RES\TRACT18.26

9 B

EXXON

41 0370

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 5 day of February, 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 Bud O'Shieles.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

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 ORDERING THE RELOCATION OR ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds, which are located in Fort Bend County, Texas; and

WHEREAS, the Fort Bend Flood Control Water Supply Corporation (the "Corporation"), acting on behalf of Fort Bend County and Fort Bend County Drainage District, is acquiring certain land in order to implement the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds drainage project (the "Project"); and

WHEREAS, the engineers for the Corporation and for the Fort Bend County Drainage District have determined that certain existing pipelines will interfere with the Project so they must be relocated or adjusted to accommodate the Project; and

WHEREAS, the Commissioners Court now desires to order the relocation or adjustment of certain pipelines owned by Exxon Pipeline Company ("Exxon"), a Delaware corporation, to accommodate the Project; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1: The Commissioners Court hereby orders the portions of the pipelines owned by Exxon described in Exhibit "A" attached hereto and made a part hereof for all purposes, that interfere with the Project, to be relocated or adjusted in order to accommodate the Project, such relocation or adjustment to be accomplished at Exxon's cost within 120 days of the date of this Resolution.

Section 2: The Corporation and its consulting engineers, attorneys and agents are hereby authorized to take all necessary actions to facilitate the relocation or adjustment of the pipelines described in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 5 day of FEBRUARY, 1990.

/s/
Jodie Stavinoha
County Judge

ATTEST:

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

(SEAL)

A:\WP05FBFC\COMM-CRT\EXXON\RELOCAT.ORD-2

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 ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

adopted by said Commissioners Court at a meeting, open to the public, held on the ____ day of _____, 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.

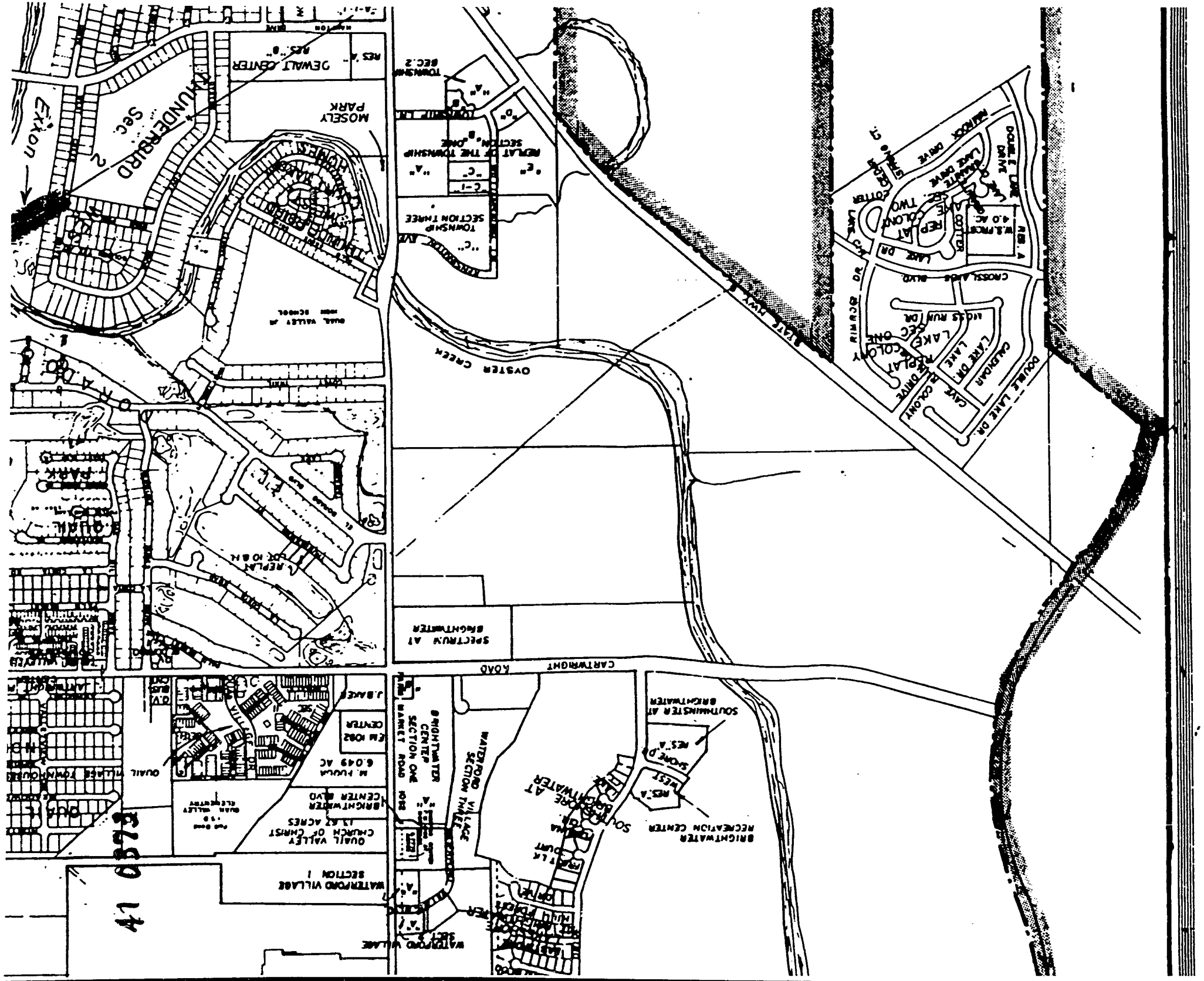
WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this _____ day of _____, 1990.

DIANNE WILSON, County Clerk and Ex-Officio Clerk of Commissioners Court

By /S/

(SEAL)

A:\WP05FBFC\COMM-CRT\EXXON\RELOCAT.ORD-3



Exxon
THUNDERBIRD Sec. 2
DEWALT CENTER
MOSELY PARK
TOWNSHIP SECTION THREE
REPLAT OF THE TOWNSHIP SECTION ONE
OYSTER CREEK
SPECTRUM AT BRIGHTWATER
CARTWRIGHT ROAD
BRIGHTWATER CENTER SECTION ONE
WATERFORD VILLAGE SECTION THREE
WATERFORD VILLAGE SECTION 1
QUAIL VALLEY CHURCH OF CHRIST
BRIGHTWATER CENTER BLVD
M. FUQUA 6.049 AC
QUAIL VILLAGE TOWNHOUSE
SOUTHMINSTER AT BRIGHTWATER
BRIGHTWATER RECREATION CENTER
DOUBLE LAKE DR.
CROSSLANDS BLVD
MOSS RUN DR.
CALENDAR LAKE DR.
REPLAT LAKE COLONY SEC. ONE
REPLAT LAKE COLONY SEC. TWO
W.S. FROST 4.0 AC.
RIMROCK DRIVE

41 0373

41 0374

AS PER ORIGINAL

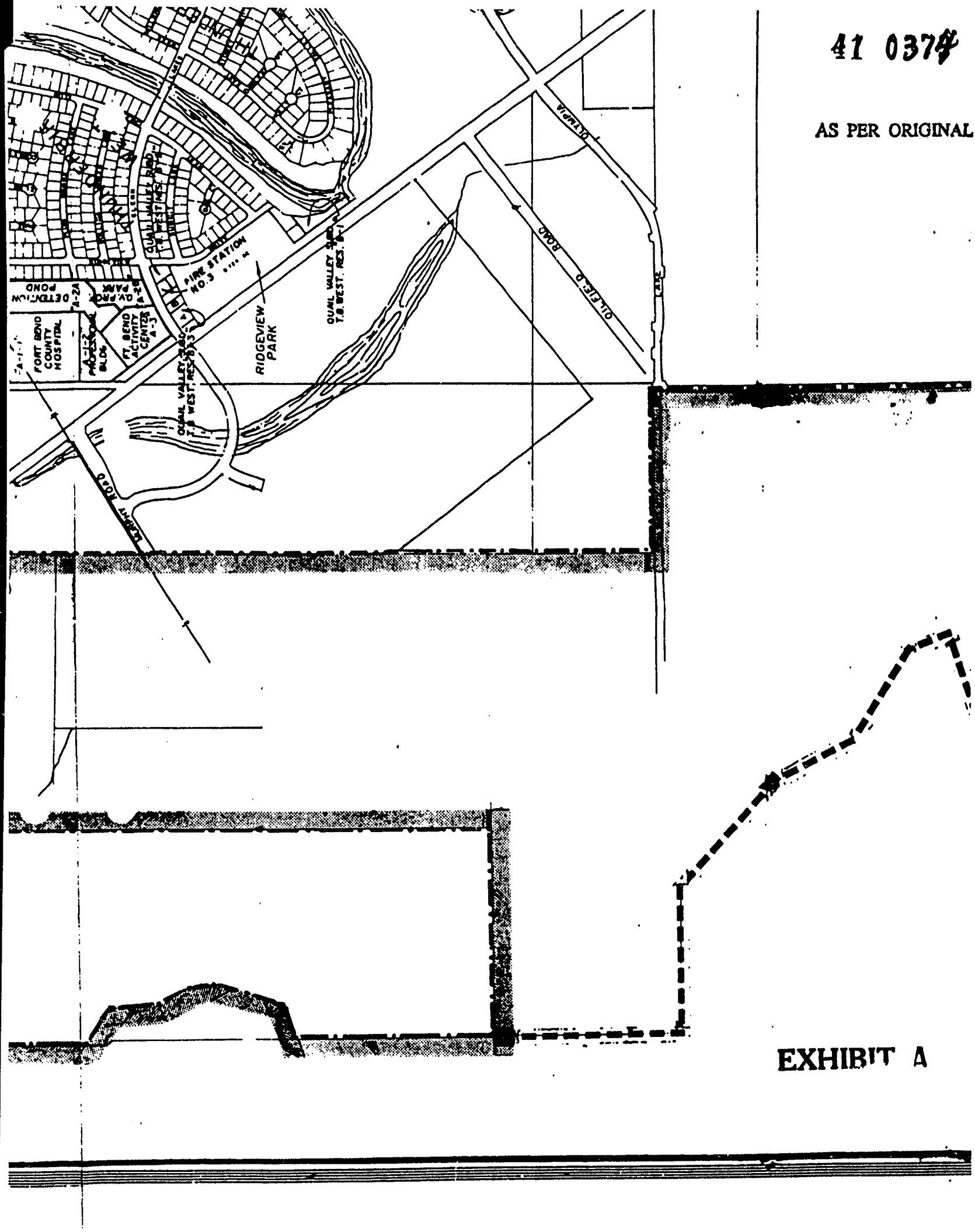


EXHIBIT A

9B
DOW PIPELINE

41 0375

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 5 day of Feb, 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 _____.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

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 ORDERING THE RELOCATION OR ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds, which are located in Fort Bend County, Texas; and

WHEREAS, the Fort Bend Flood Control Water Supply Corporation (the "Corporation"), acting on behalf of Fort Bend County and Fort Bend County Drainage District, is acquiring certain land in order to implement the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds drainage project (the "Project"); and

WHEREAS, the engineers for the Corporation and for the Fort Bend County Drainage District have determined that certain existing pipelines will interfere with the Project so they must be relocated or adjusted to accommodate the Project; and

WHEREAS, the Commissioners Court now desires to order the relocation or adjustment of certain pipelines owned by Dow Pipeline Company ("Dow"), a Texas corporation, to accommodate the Project; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1: The Commissioners Court hereby orders the portions of the pipelines owned by Dow described in Exhibit "A" attached hereto and made a part hereof for all purposes, that interfere with the Project, to be relocated or adjusted in order to accommodate the Project, such relocation or adjustment to be accomplished at Dow's cost within 120 days of the date of this Resolution.

Section 2: The Corporation and its consulting engineers, attorneys and agents are hereby authorized to take all necessary actions to facilitate the relocation or adjustment of the pipelines described in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 5 day of Feb., 1990.

/S/
Jodie Stavinoha
County Judge

ATTEST:

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

(SEAL)

A:\WP05FBFC\COMM-CRT\DOW\RELOCAT.ORD-2

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 ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

adopted by said Commissioners Court at a meeting, open to the public, held on the ____ day of _____, 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 _____ day of _____, 1990.

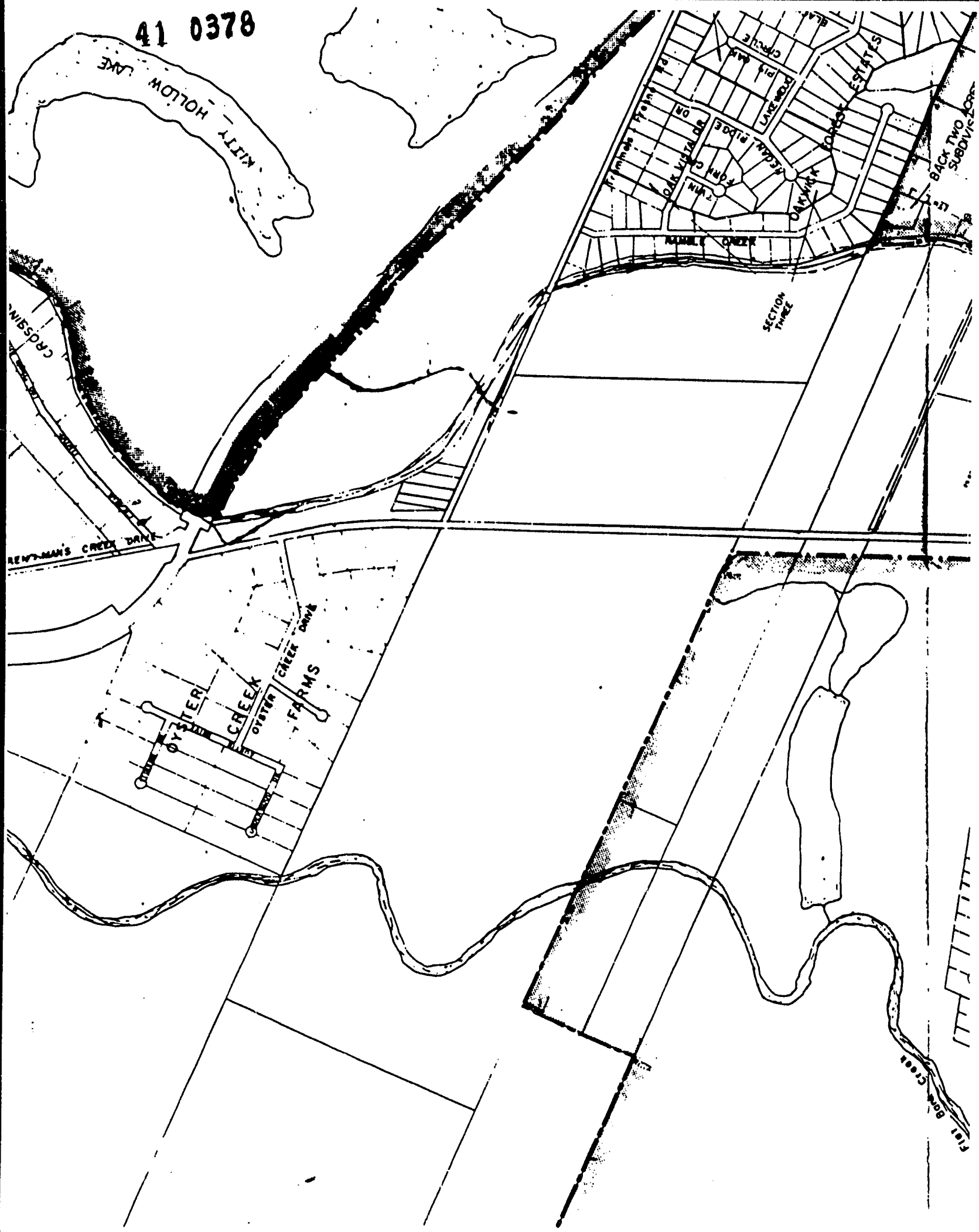
DIANNE WILSON, County Clerk and Ex-Officio Clerk of Commissioners Court

By /S/

(SEAL)

A:\WP05FBFC\COMM-CRT\DOW\RELOCAT.ORD-3

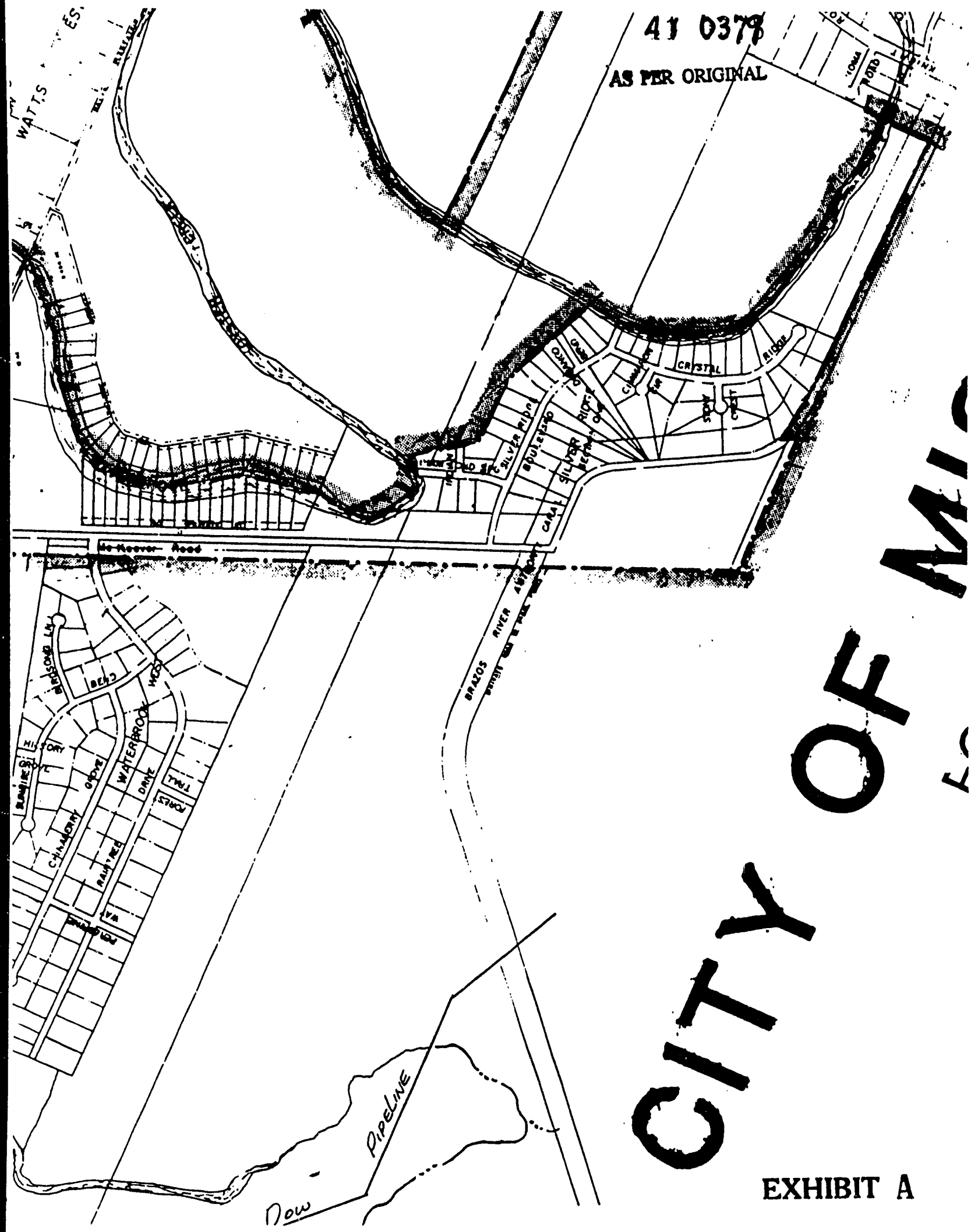
41 0378



AS PER ORIGINAL

41 0379

AS PER ORIGINAL



CITY OF MI

EXHIBIT A

9B

TECO & TEXAS EASTERN

41 0380

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 5 day of Feb., 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 _____.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

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 ORDERING THE RELOCATION OR ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds, which are located in Fort Bend County, Texas; and

WHEREAS, the Fort Bend Flood Control Water Supply Corporation (the "Corporation"), acting on behalf of Fort Bend County and Fort Bend County Drainage District, is acquiring certain land in order to implement the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds drainage project (the "Project"); and

WHEREAS, the engineers for the Corporation and for the Fort Bend County Drainage District have determined that certain existing pipelines will interfere with the Project so they must be relocated or adjusted to accommodate the Project; and

WHEREAS, the Commissioners Court now desires to order the relocation or adjustment of certain pipelines owned by Teco Industrial Gas Company, a Texas corporation, and Texas Eastern Transmission Corporation, a Delaware corporation ("Teco and Texas Eastern"), to accommodate the Project; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1: The Commissioners Court hereby orders the portions of the pipelines owned by Teco and Texas Eastern described in Exhibit "A" attached hereto and made a part hereof for all purposes, that interfere with the Project, to be relocated or adjusted in order to accommodate the Project, such relocation or adjustment to be accomplished at Teco's and Texas Eastern's cost within 120 days of the date of this Resolution.

Section 2: The Corporation and its consulting engineers, attorneys and agents are hereby authorized to take all necessary actions to facilitate the relocation or adjustment of the pipelines described in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 5 day of Feb, 1990.

/s/
Jodie Stavinoha
County Judge

ATTEST:

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

(SEAL)

A:\WP05FBFC\COMM-CRT\TECO\RELOCAT.ORD-3

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 ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

adopted by said Commissioners Court at a meeting, open to the public, held on the ____ day of _____, 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 _____ day of _____, 1990.

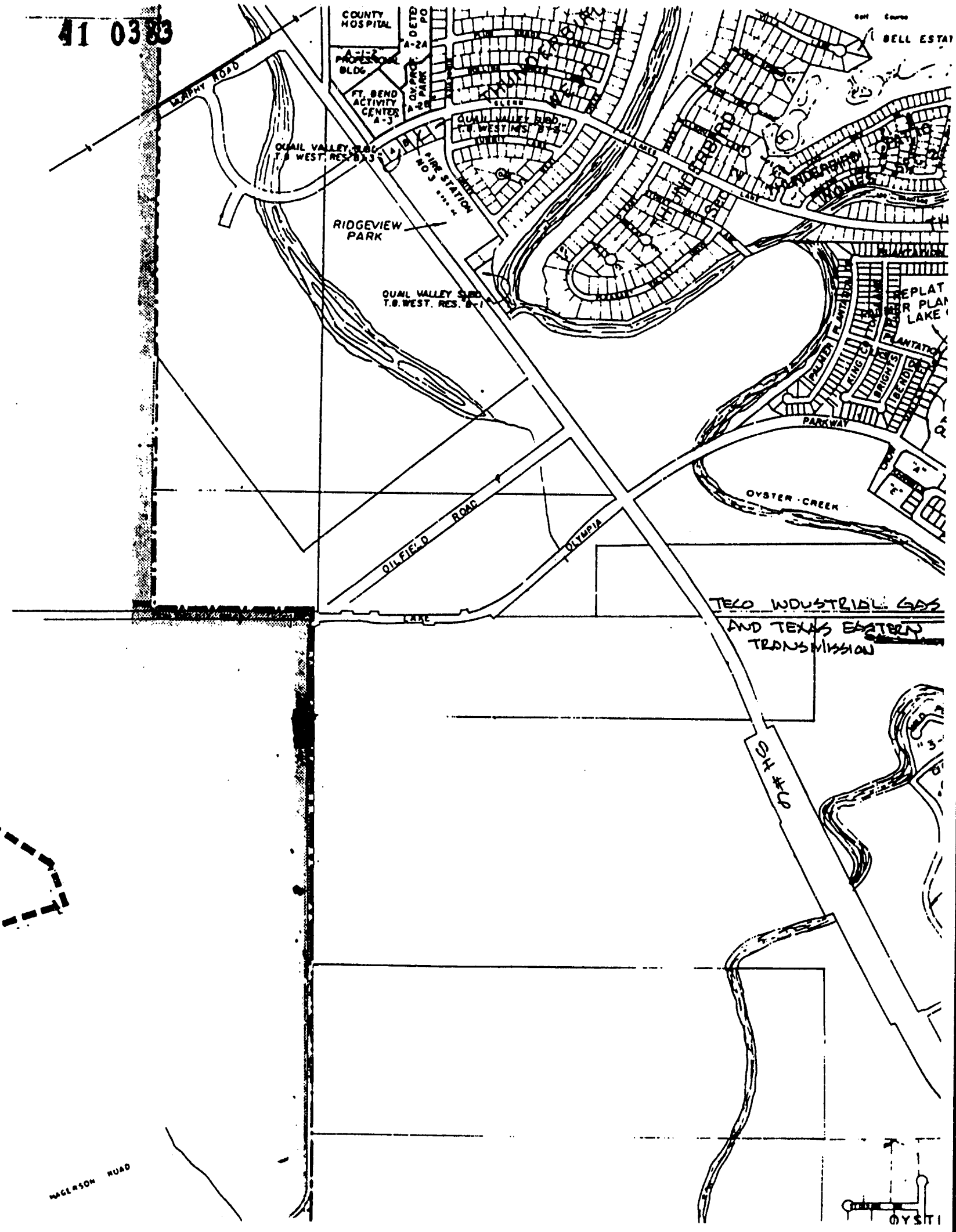
DIANNE WILSON, County Clerk and Ex-Officio Clerk of Commissioners Court

By /S/

(SEAL)

A:\WP05FBFC\COMM-CRT\TECO\RELOCAT.ORD-3

41 0383



COUNTY HOSPITAL
A-1-2 PROFESSIONAL BLDG
FT. BEND ACTIVITY CENTER A-3
A-2A
A-2B
QUAIL VALLEY SUBD. T.B. WEST. RES. B-3
QUAIL VALLEY SUBD. T.B. WEST. RES. B-2
QUAIL VALLEY SUBD. T.B. WEST. RES. B-1
FIRE STATION NO 3
RIDGEVIEW PARK
MURPHY ROAD
BELL ESTAT
THUNDERBIRD
PALMER PLANTATION
KING
BRIGHTS
BEND
PARKWAY
OYSTER CREEK
OILFIELD ROAD
OLYMPIA
LAKE
TECO INDUSTRIAL GAS AND TEXAS EASTERN TRANSMISSION
SH #6
MAGERSON ROAD
OYSTI

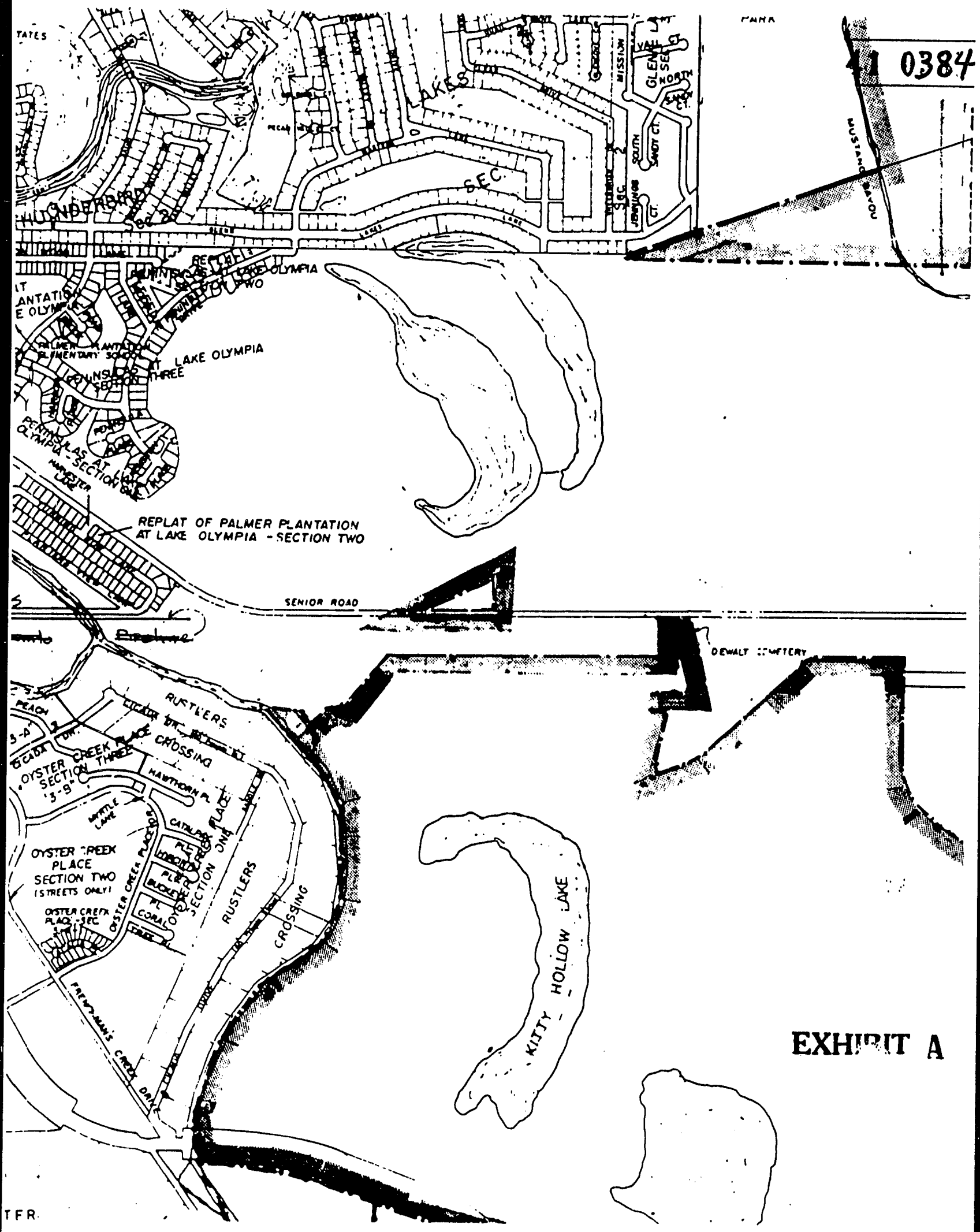

41 0384
LAKES
SEC.
MISSION
GLENN LAKE SEC
NORTH
SANDY CT.
SOUTH
JENNINGS
MUSTANG BAYOU
PALMER PLANTATION ELEMENTARY SCHOOL
PENINSULAS AT LAKE OLYMPIA SECTION THREE
PENINSULAS AT LAKE OLYMPIA - SECTION ONE
REPLAT OF PALMER PLANTATION AT LAKE OLYMPIA - SECTION TWO
SENIOR ROAD
DEWALT CEMETERY
RUSTLERS CROSSING
OYSTER CREEK PLACE SECTION THREE
HAWTHORN PL
CATALPA
OYSTER CREEK PLACE SECTION TWO (STREETS ONLY)
OYSTER CREEK PLACE - SEC
OYSTER CREEK PLACE
RUSTLERS CROSSING
KITTY HOLLOW LAKE
FREWYMAN'S CREEK DRIVE

EXHIBIT A

9B

CHEVRON

41 0385

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 5 day of February, 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 Bud O'Shieles.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

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:

41 0386

RESOLUTION ORDERING THE RELOCATION OR ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds, which are located in Fort Bend County, Texas; and

WHEREAS, the Fort Bend Flood Control Water Supply Corporation (the "Corporation"), acting on behalf of Fort Bend County and Fort Bend County Drainage District, is acquiring certain land in order to implement the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds drainage project (the "Project"); and

WHEREAS, the engineers for the Corporation and for the Fort Bend County Drainage District have determined that certain existing pipelines will interfere with the Project so they must be relocated or adjusted to accommodate the Project; and

WHEREAS, the Commissioners Court now desires to order the relocation or adjustment of certain pipelines owned by Chevron Pipe Line Company ("Chevron"), a Delaware corporation, to accommodate the Project; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1: The Commissioners Court hereby orders the portions of the pipelines owned by Chevron described in Exhibit "A" attached hereto and made a part hereof for all purposes, that interfere with the Project, to be relocated or adjusted in order to accommodate the Project, such relocation or adjustment to be accomplished at cost within 120 days of the date of this Resolution.

Section 2: The Corporation and its consulting engineers, attorneys and agents are hereby authorized to take all necessary actions to facilitate the relocation or adjustment of the pipelines described in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 5th day of Feb., 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:\WP05FBFC\COMM-CRT\CHEVRON\RELOCAT.ORD-2

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 ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

adopted by said Commissioners Court at a meeting, open to the public, held on the 5 day of February, 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.

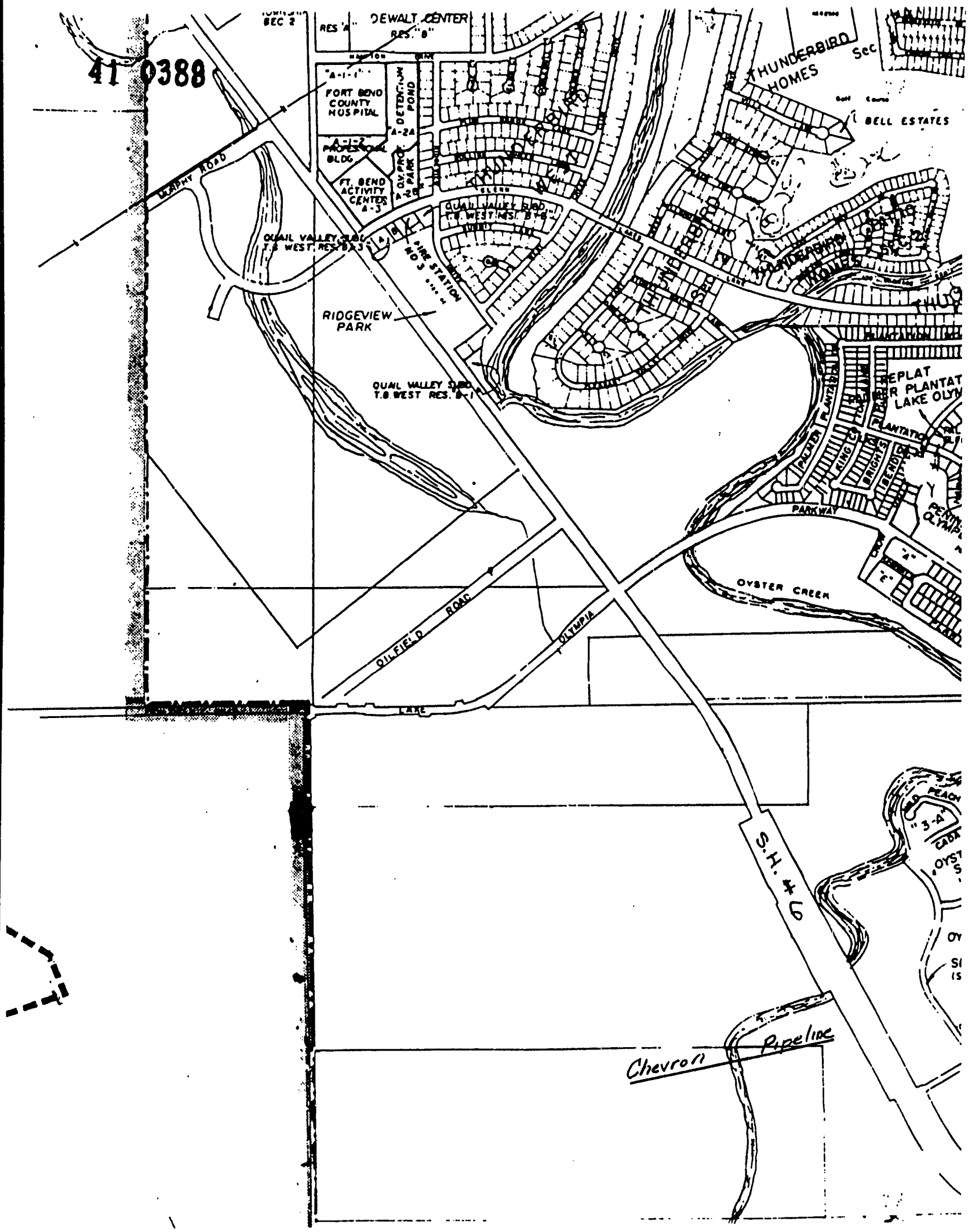
WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 5 day of February, 1990.

DIANNE WILSON, County Clerk and Ex-Officio Clerk of Commissioners Court

By Dianne Wilson

(SEAL)

A:\WP05FBFC\COMM-CRT\CHEVRON\RELOCAT.ORD-3


41 0388
DEWALT CENTER
RES. "B"
"A-1-1"
FORT BEND COUNTY HOSPITAL
DETENTION POND
A-2A
A-1-2
PROFESSIONAL BLDG
FT. BEND ACTIVITY CENTER A-3
O.V. PROF. PARK
A-2B
MURPHY ROAD
QUAIL VALLEY SUBD. T.B. WEST RES. B-3
FIRE STATION NO 3
RIDGEVIEW PARK
QUAIL VALLEY SUBD. T.B. WEST RES. B-1
THUNDERBIRD HOMES
Sec
BELL ESTATES
REPLAT
PALMER PLANTATION
LAKE OLYMPIA
PARKWAY
OYSTER CREEK
OILFIELD ROAD
OLYMPIA
LAKE
S.H. #6
Chevron Pipeline

41 0388

AS PER ORIGINA

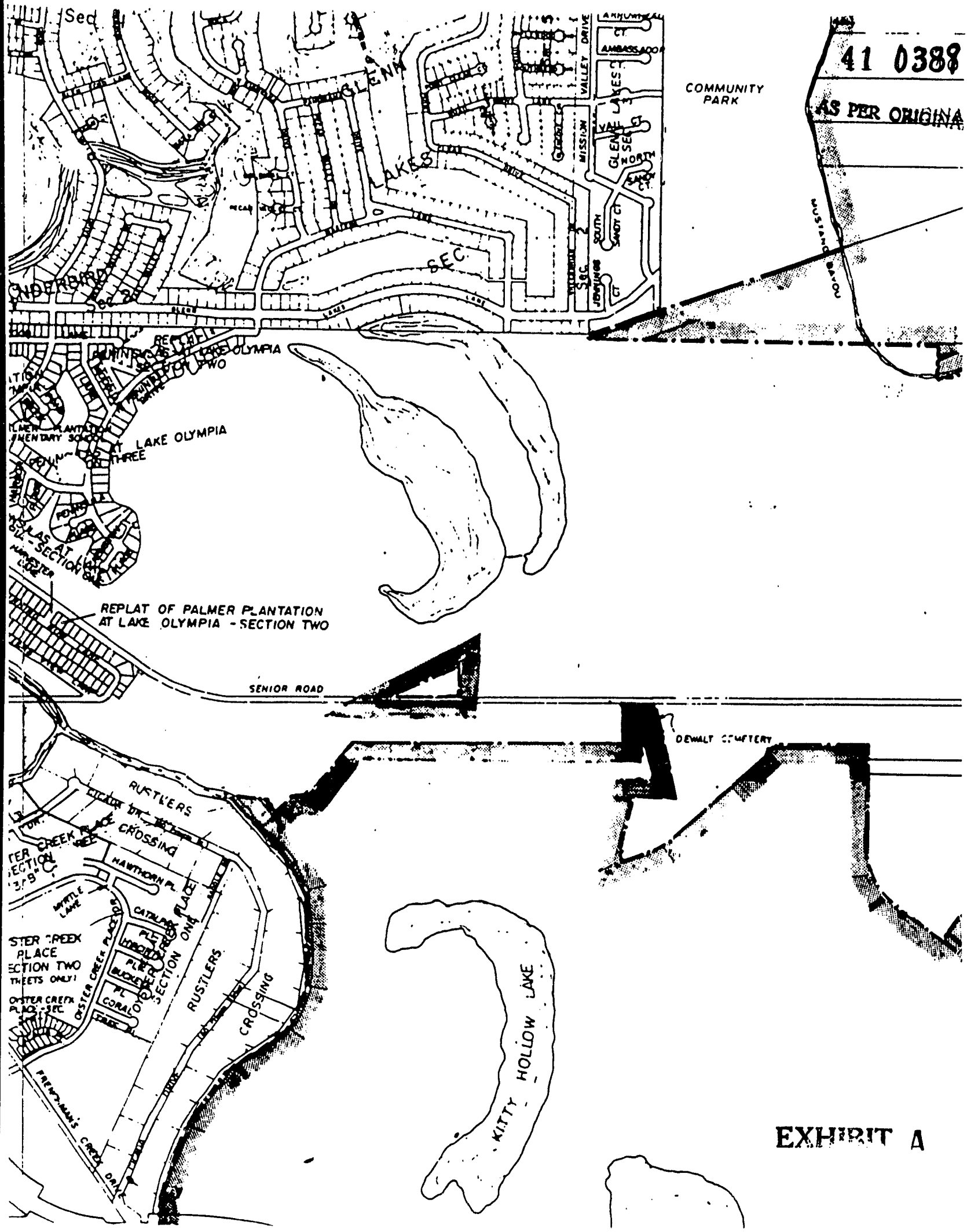


EXHIBIT A

9B

Industrial

41 0390

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 _____, 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 _____.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

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 ORDERING THE RELOCATION OR ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds, which are located in Fort Bend County, Texas; and

WHEREAS, the Fort Bend Flood Control Water Supply Corporation (the "Corporation"), acting on behalf of Fort Bend County and Fort Bend County Drainage District, is acquiring certain land in order to implement the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds drainage project (the "Project"); and

WHEREAS, the engineers for the Corporation and for the Fort Bend County Drainage District have determined that certain existing pipelines will interfere with the Project so they must be relocated or adjusted to accommodate the Project; and

WHEREAS, the Commissioners Court now desires to order the relocation or adjustment of certain pipelines owned by Industrial Gas Supply Corporation ("Industrial"), a Texas corporation, to accommodate the Project; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1: The Commissioners Court hereby orders the portions of the pipelines owned by Industrial described in Exhibit "A" attached hereto and made a part hereof for all purposes, that interfere with the Project, to be relocated or adjusted in order to accommodate the Project, such relocation or adjustment to be accomplished at Industrial's cost within 120 days of the date of this Resolution.

Section 2: The Corporation and its consulting engineers, attorneys and agents are hereby authorized to take all necessary actions to facilitate the relocation or adjustment of the pipelines described in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 5 day of FEBRUARY, 1990.

/S/
Jodie Stavinoha
County Judge

ATTEST:

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

(SEAL)

A:\WP05FBFC\COMM-CRT\IGSC\RELOCAT.ORD-2

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 ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

adopted by said Commissioners Court at a meeting, open to the public, held on the ____ day of _____, 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 _____ day of _____, 1990.

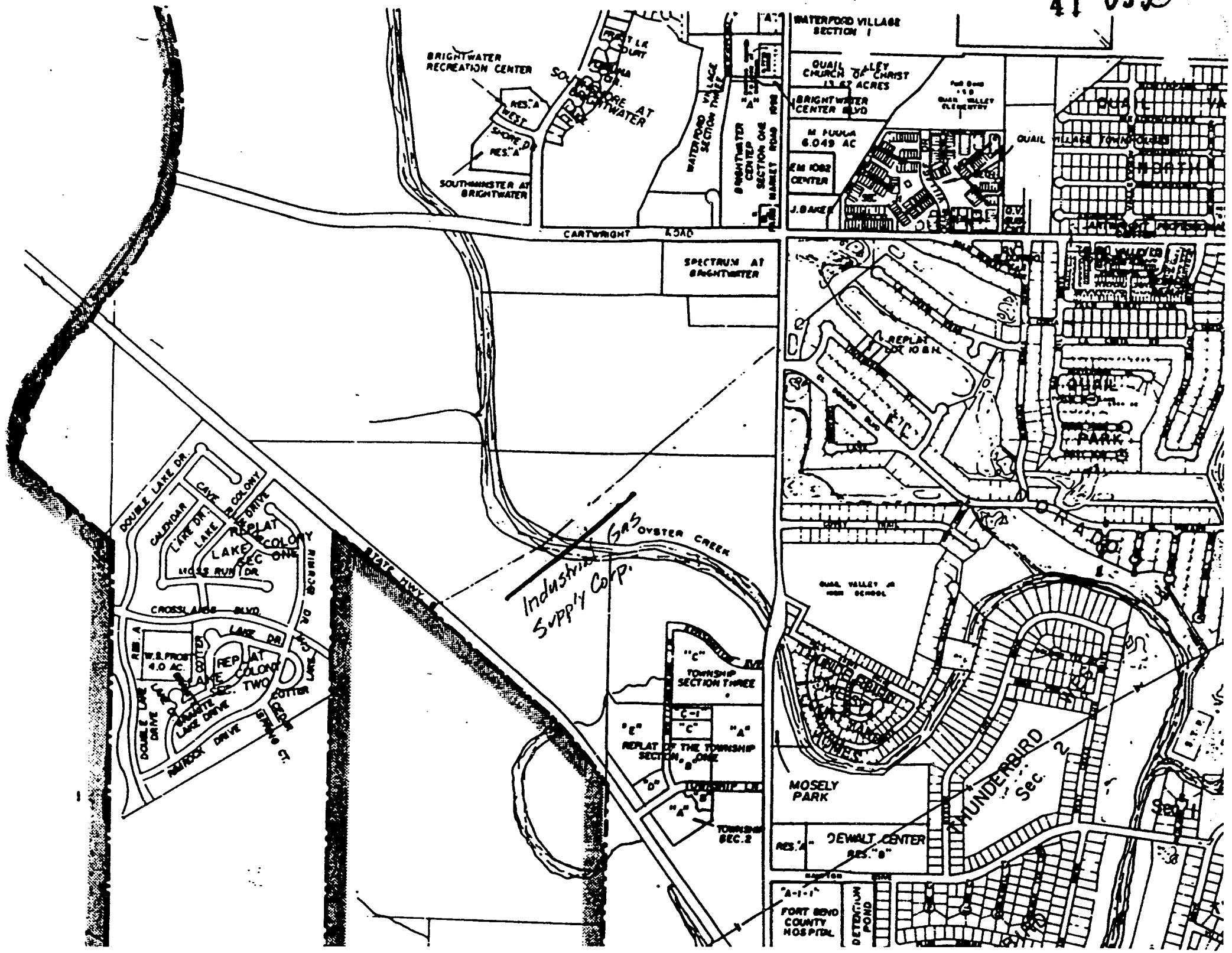
DIANNE WILSON, County Clerk and Ex-Officio Clerk of Commissioners Court

By /s/

(SEAL)

A:\WP05FBFC\COMM-CRT\IGSC\RELOCAT.ORD-3

41 039



WATERFORD VILLAGE SECTION 1
BRIGHTWATER RECREATION CENTER
SOUTHMINSTER AT BRIGHTWATER
WATERFORD VILLAGE SECTION THREE
BRIGHTWATER CENTER SECTION ONE
BRIGHTWATER CENTER BLVD
QUAIL VALLEY CHURCH OF CHRIST
M FUQUA 6.049 AC
EM 1082 CENTER
J. BAKER
QUAIL VILLAGE TOWNHOUSES
CARTWRIGHT ROAD
SPECTRUM AT BRIGHTWATER
REPLAT LOT 10 B.H.
QUAIL PARK
DOUBLE LAKE DR.
CALENDAR
CAVE COLONY
LAKE DRIVE
REPLAT LAKE COLONY SEC ONE
MOSS RUN DR.
CROSSLANDS BLVD.
RIMROCK DR.
W.S. FROST 4.0 AC.
REPLAT LAKE COLONY SEC. TWO
GRANITE LAKE DRIVE
RIMROCK DRIVE
STATE HWY
OYSTER CREEK
Industrial Gas Supply Corp.
"C" TOWNSHIP SECTION THREE
"E" REPLAT OF THE TOWNSHIP SECTION ONE
"A"
TOWNSHIP SEC. 2
MOSELY PARK
DEWALT CENTER
RES. "A"
RES. "B"
THUNDERBIRD Sec. 2
"A-1-1" FORT BEND COUNTY HOSPITAL
DETENTION POND

41 0394

AS PER ORIGINAL

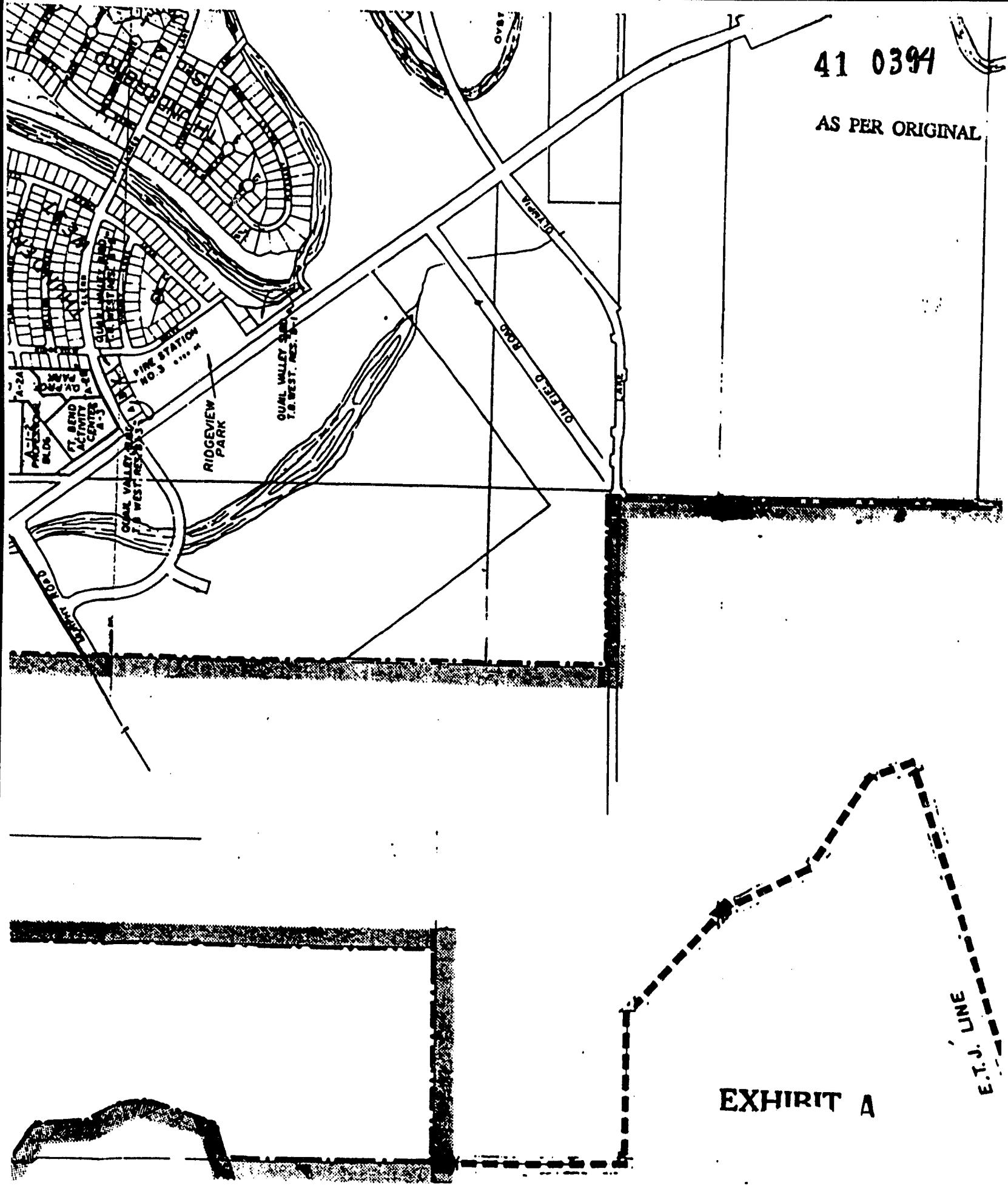


EXHIBIT A

9B

UTT 41 0395

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 _____, 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 _____.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

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 ORDERING THE RELOCATION OR ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK, MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

WHEREAS, there is a public necessity for flood control improvements to the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds, which are located in Fort Bend County, Texas; and

WHEREAS, the Fort Bend Flood Control Water Supply Corporation (the "Corporation"), acting on behalf of Fort Bend County and Fort Bend County Drainage District, is acquiring certain land in order to implement the Flat Bank Creek, Middle Oyster Creek and Stafford Run watersheds drainage project (the "Project"); and

WHEREAS, the engineers for the Corporation and for the Fort Bend County Drainage District have determined that certain existing pipelines will interfere with the Project so they must be relocated or adjusted to accommodate the Project; and

WHEREAS, the Commissioners Court now desires to order the relocation or adjustment of certain pipelines owned by United Texas Transmission Company ("UTT"), a Delaware corporation, to accommodate the Project; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1: The Commissioners Court hereby orders the portions of the pipelines owned by UTT described in Exhibit "A" attached hereto and made a part hereof for all purposes, that interfere with the Project, to be relocated or adjusted in order to accommodate the Project, such relocation or adjustment to be accomplished at UTT's cost within 120 days of the date of this Resolution.

Section 2: The Corporation and its consulting engineers, attorneys and agents are hereby authorized to take all necessary actions to facilitate the relocation or adjustment of the pipelines described in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this ____ day of _____, 1990.

ATTEST:

_____
Jodie Stavinoha
County Judge

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

(SEAL)

A:\WP05FBFC\COMM-CRT\UTT\RELOCAT.ORD-2

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 ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE FLAT BANK CREEK,
MIDDLE OYSTER CREEK AND STAFFORD RUN WATERSHEDS

adopted by said Commissioners Court at a meeting, open to the public, held on the ____ day of _____, 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.

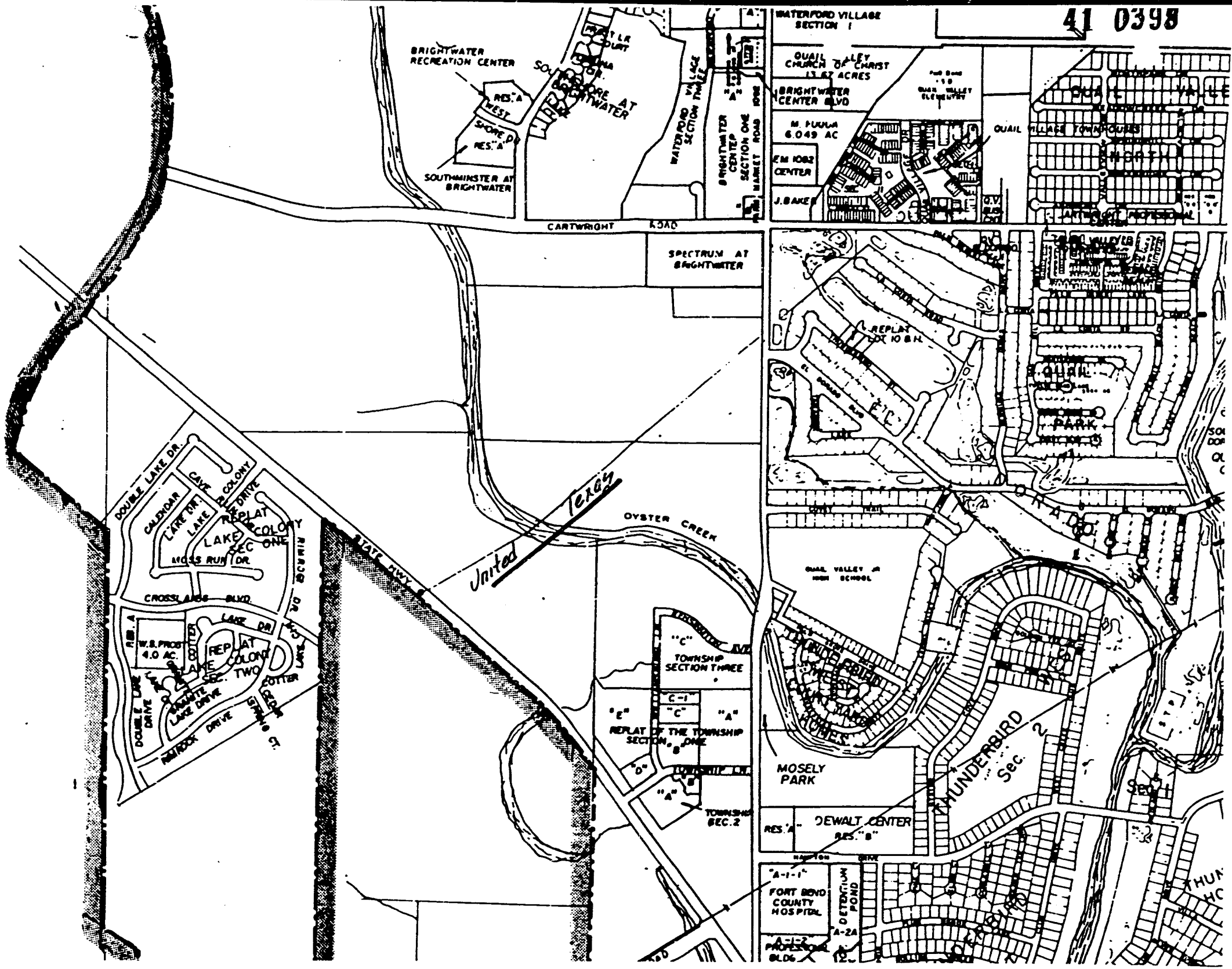
WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this _____ day of _____, 1990.

DIANNE WILSON, County Clerk and Ex-Officio Clerk of Commissioners Court

By_____

(SEAL)

A:\WP05FBFC\COMM-CRT\UTT\RELOCAT.ORD-3


41 0398
WATERFORD VILLAGE SECTION 1
BRIGHTWATER RECREATION CENTER
SOUTHMINSTER AT BRIGHTWATER
WATERFORD VILLAGE SECTION THREE
BRIGHTWATER CENTER SECTION ONE
BRIGHTWATER CENTER BLVD
M. FUQUA 6.049 AC
EM 1082 CENTER
J. BAKER
QUAIL VILLAGE TOWNHOUSES
CARTWRIGHT ROAD
SPECTRUM AT BRIGHTWATER
REPLAT LOT 10 B.H.
QUAIL PARK
OYSTER CREEK
United Texas
STATE HWY 6
DOUBLE LAKE DR.
CALENDAR
LAKE DR.
LAKE COLONY
REPLAT LAKE COLONY SEC ONE
MOSS RUN DR.
CROSSLANDS BLVD.
RIMROCK DR.
W.S. PROST 4.0 AC.
REPLAT LAKE COLONY SEC. TWO
GRANITE LAKE DRIVE
RIMROCK DRIVE
"C" TOWNSHIP SECTION THREE
"E" REPLAT OF THE TOWNSHIP SECTION ONE
"A"
"D"
TOWNSHIP SEC. 2
MOSELY PARK
DEWALT CENTER
RES. "A"
RES. "B"
THUNDERBIRD Sec. 2
"A-1-1" FORT BEND COUNTY HOSPITAL
DETENTION POND
A-2A
A-1-2 PROFESSIONAL BLDG

41 0399

AS PER ORIGINAL

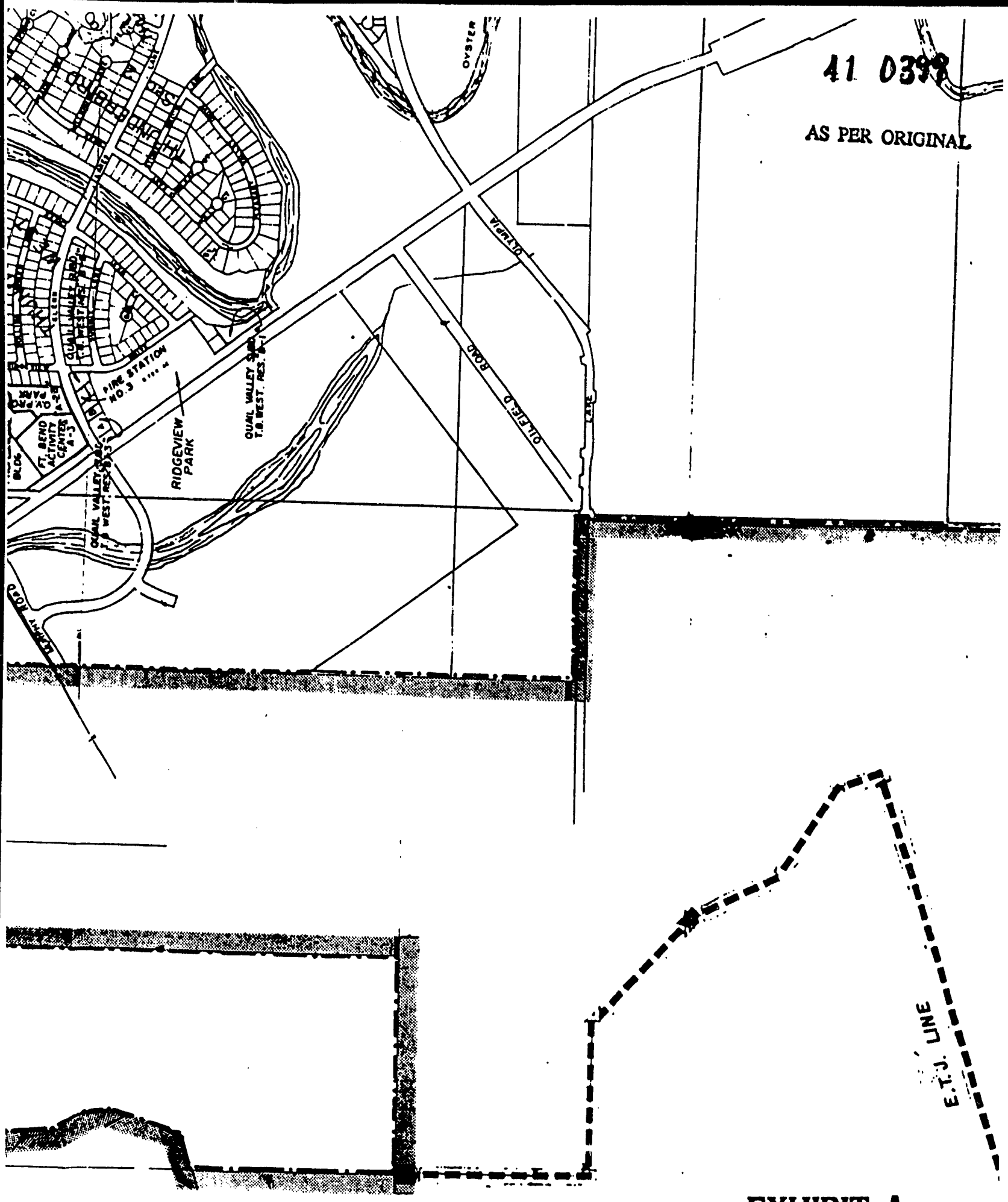


EXHIBIT A

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

The Commissioners Court of Fort Bend County, Texas, convened in regular session at a regular term of said Court, open to the public, on the 5th day of February, 1990, at the County Courthouse, and the roll was called of the duly constituted officers and members of the Commissioners Court and officers of the County, to-wit:

Jodie Stavinoha	County Judge
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 Bud O'Shieles.
Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION APPROVING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION'S APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING SUCH CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH FINANCIAL ASSISTANCE AND CONTAINING OTHER PROVISIONS RELATING THERETO

The resolution was duly introduced for the consideration of the Commissioners Court and reviewed in full. It was then duly moved and seconded that the resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the resolution, prevailed and carried by the following vote:

AYES: 4
NOES: 0

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

RESOLUTION APPROVING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION'S APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING SUCH CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH FINANCIAL ASSISTANCE AND CONTAINING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Commissioners Court of Fort Bend County (the "Commissioners Court") has the authority and responsibility to provide flood control and drainage improvements for Fort Bend County, Texas; and

WHEREAS, Article 1434a, Vernon's Texas Civil Statutes, authorizes the creation of a nonprofit water supply corporation to provide for, among other things, flood control and drainage services; and

WHEREAS, Fort Bend Flood Control Water Supply Corporation (the "Corporation") has been duly created in accordance with Article 1434a and its Board of Directors has met and organized; and

WHEREAS, a nonprofit corporation whose purposes and activities comply with Revenue Ruling 63-20 is eligible to issue tax-exempt bonds "on behalf" of a political subdivision; and

WHEREAS, the Corporation was created in accordance with Revenue Ruling 63-20 and on February 23, 1987, the Commissioners Court approved the creation of the Corporation to act "on behalf" of Fort Bend County; and

WHEREAS, the Corporation is therefore eligible to issue tax-exempt revenue bonds to finance flood control and drainage improvements; and

WHEREAS, Article III, Section 49-d-2 of the Texas Constitution and the Texas Water Code authorize the Texas Water Development Board (the "Water Development Board") to provide loans of flood control funds to political subdivisions, including Article 1434a corporations, for the development of flood plain management plans and for structural and nonstructural flood control projects; and

WHEREAS, there is a substantial need for flood control improvements to Big Creek, which is located in Fort Bend County, Texas; and

WHEREAS, on September 27, 1989, the Board of Directors of the Corporation adopted a resolution authorizing an application for financial assistance from the Water Development Board in the amount of $10,765,000 to finance regional flood control improvements to Big Creek; and

WHEREAS, on January 18, 1990, the Water Development Board approved a loan commitment to the Corporation in the amount of $10,765,000 from the flood control account of the water development fund to be evidenced by the Board's purchase of $2,575,000 Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1990A and $8,140,000 Fort Bend Flood Control Water Supply Corporation Revenue Bond, Series 1990B (the "Bonds"); and

WHEREAS the rules of the Water Development Board require the Corporation to comply with certain requirements prior to selling its Bonds to the Water Development Board, including obtaining approval from the Water Development Board of certain legal documentation and engineering plans and specifications for the flood control improvements; and

WHEREAS, in accordance with the Corporation's articles of incorporation any financings, indebtedness or obligations of the Corporation must be approved by the Commissioners Court; and

WHEREAS, the Commissioners Court now desires to authorize and proceed with any and all necessary action to authorize the Corporation to sell its Bonds to the Water Development Board; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, THAT:

Section 1: The Commissioners Court hereby determines to authorize the necessary action to authorize the Corporation to obtain financial assistance from the Water Development Board in the amount of $10,765,000 to be evidenced by the sale of its Bonds to the Water Development Board.

Section 2: The Commissioners Court hereby authorizes the Corporation to accept the Water Development Board's commitment attached hereto and authorizes the Corporation's Board of Directors and the Corporation's consultants to do any and all things necessary and proper in connection with the sale of Bonds to the Water Development Board and to satisfy the requirements set forth in the commitment from the Water Development Board.

Section 3: The Corporation and its consulting engineers, attorneys and financial advisors are hereby authorized to design the flood control improvements, to prepare a capital improvement plan and calculation of impact fee and to take all necessary actions with respect to obtaining property appraisals and acquiring the land rights-of-way necessary to construct and maintain the flood control improvements that will be financed through the sale of Bonds to the Water Development Board.

PASSED AND APPROVED this 5th day of February, 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:\WP05FBFC\COMM-CRT\RES\TWBD-AST.COM-4

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

I, the undersigned, the duly elected, qualified and acting County Clerk and Ex-Officio Clerk of the Commissioners Court of Fort Bend County, Texas, do hereby certify that the attached and foregoing is a true and correct copy of a resolution entitled:

RESOLUTION APPROVING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION'S APPLICATION FOR FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING SUCH CORPORATION TO TAKE ALL NECESSARY ACTION TO OBTAIN SUCH FINANCIAL ASSISTANCE AND CONTAINING OTHER PROVISIONS RELATING THERETO

adopted by said Commissioners Court at a meeting, open to the public, held on the 5th day of February, 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 of Fort Bend County, Texas, acting for and on behalf of Fort Bend County, at which the foregoing resolution was adopted, was posted on a bulletin board located at a place convenient to the public in the County Courthouse and readily accessible to the general public at the earliest possible time, pursuant to Article 6252-17 of Vernon's Texas Civil Statutes, as amended.

WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 5th day of February, 1990.

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

By Dianne Wilson
~~Deputy~~

(SEAL)

A:\WP05FBFC\COMM-CRT\RES\TWBD-AST.COM-5

xc: Don Russell, Paul J. Connell, A. J. Colbert, Charles Howard, Dan Gerken, Rick Zapalac, Joe Allen

41 0405

TEXAS WATER DEVELOPMENT BOARD

AS PER ORIGINAL

Walter W. Cardwell, III, Chairman
Stuart S. Coleman, Vice Chairman
Glen E. Roney, Member

G. E. (Sonny) Kretzschmar
Executive Administrator

Thomas M. Dunning, Member
Charles W. Jenness, Member
Wesley E. Pittman, Member

January 19, 1990

RECEIVED
JAN 22 1990

Mr. Don L. Russell, President
Fort Bend Flood Control Water
Supply Corporation
3417 Avenue F
Rosenberg, Texas 77471

Dear Mr. Russell:

Re: Texas Water Development Board Loan Commitment - Fort Bend Flood Control Water Supply Corporation

This letter will confirm that the Texas Water Development Board at its January 18, 1990 meeting approved a loan commitment to Fort Bend Flood Control Water Supply Corporation in the amount of $10,765,000 from the Flood Control Account of the Texas Water Development Fund. This loan will be evidenced by the Board's purchase of $2,575,000 Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1990A and $8,190,000 Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1990B. This commitment is due to expire on October 16, 1990 and is conditioned as follows:

1. That the bond counsel opinion must include an opinion that the interest on the bonds is excludable from gross income or is exempt from Federal income taxation. Bond counsel may rely on covenants and representations of the issuer in rendering this opinion;

2. That bond counsel opinion must include an opinion that the bonds are not "private activity bonds." Bond counsel may rely on covenants and representations of the issuer on rendering this opinion;

3. That the resolution authorizing the issuance of the bonds must include that the proceeds of the bonds and the facilities financed with the proceeds of the bonds will not be used in a manner that would cause the bonds to be "private activity bonds";

P. O. Box 13231 Capitol Station • 1700 N. Congress Avenue • Austin, Texas 78711-3231
Telephone 512 463-7847 • Telex 512 475-2053

4. That the resolution authorizing the issuance of the bonds must include that the issuer will comply with the provisions of Section 148 of the Internal Revenue Code of 1986 (relating to arbitrage);

5. That the resolution authorizing the issuance of the bonds must include that the issuer will make any required rebate to the United States of arbitrage earnings;

6. That the resolution authorizing the issuance of the bonds must include that the issuer will take no action which would cause the interest on the bonds to be includable in gross income for Federal income tax purposes;

7. That the transcript must include a No Arbitrage Certificate or similar certificate setting forth the issuer's reasonable expectations regarding the use, expenditure and investment of the proceeds of the bonds;

8. That the transcript must include evidence that the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 will be satisfied. This requirement is currently satisfied by filing IRS Form 8038 with the Internal Revenue Service. A completed copy of IRS Form 8038 must be provided to the Development Fund Manager prior to release of funds;

9. That the Corporation will not cause or permit the bonds to be treated as "Federally Guaranteed" obligations within the meaning of section 149(b) of the Code;

10. That prior to closing, the Corporation will submit an executed copy of the Installment Sales Agreement between Fort Bend County, Fort Bend County Drainage District and Fort Bend Flood Control Water Supply Corporation, the form and substance of which is satisfactory to the Development Fund Manager and the Board's General Counsel;

11. That prior to closing, the Corporation will provide a copy of the resolution adopting the impact fees;

12. That no bonds secured by impact fees within the Big Creek watershed may be issued without prior Water Development Board approval; and

13. That the applicant submit quarterly reports of plat fees collected to the Development Fund Manager.

AS PER ORIGINAL

The $8,190,000 Fort Bend Flood Control Water Supply Corporation Revenue Bonds, Series 1990B should be further conditioned as follows:

14. That this issue is contingent on a future sale of bonds; and

15. That the lending rate for the bonds will be determined in the future by the Board.

Attached to this letter is a brief summary of the procedures with which the Corporation must comply to close this loan commitment. Copies of this letter are being provided to the Corporation's representatives for their information. We would request that bond counsel forward to the Development Fund Manager, for approval, a copy of the legal opinion, a copy of the No Arbitrage Certificate and a draft copy of the ordinance authorizing the Bonds prior to Corporation action.

Sincerely,

Lana Jean Lutringer
Texas Water Development Fund

Enclosure

cc: Mr. Henry Sauer, Masterson Moreland Sauer Whisman, Inc., Houston
Mr. Robert Randolph, Vinson & Elkins, Houston, Texas
Mr. John Mickelson, VanSickle, Mickelson & Klein, Inc., Richmond
Mr. Steve Castello, VanSickle, Mickelson & Klein, Inc., Richmond

SUMMARY OF PROCEDURES TO CLOSE A LOAN FOR A FLOOD CONTROL PROJECT

Texas Water Development Board rules require that an applicant who has a loan commitment must comply with various requirements before the State loan can be closed and money delivered to the applicant. This paper is an attempt to briefly summarize those rules. The rules themselves may be obtained from the Development Fund Manager upon request.

1. **Engineering Data**

   Prior to closing of a loan, the following engineering information must be obtained:

   a. ***Final Plans, Specifications and Draft Construction Contracts*** - These should be submitted to the Engineering Division for review and approval prior to the time that the bids are advertised for.

   b. ***Bid Tabulations*** - Once final plans and specifications have been approved, the applicant may advertise and receive bids for constructing the project. A copy of the bid tabulation and engineer's recommendation must be submitted to the Engineering Division for review.

   c. ***Sufficiency of Funds Letter*** - Once bids are accepted and final project costs can be more clearly estimated, the applicant's engineer should supply to the Engineering Division a letter describing the final project costs as bid (including all construction and non-construction costs) and should show the source of funding available to the political subdivision to cover all project costs.

   d. ***Executed, Contingent Contracts*** - Once bids have been accepted for construction contracts, the applicant should obtain executed contracts with the contractor, which contracts are specifically stated to be contingent upon Texas Water Development Board funding. Thereafter, one copy of each executed contract should be submitted to the Engineering Division for review, approval and filing.

2. **Bond Ordinance or Resolution**

   Applicant's bond counsel should submit to the Development Fund Manager a copy of the legal opinion and a copy of the No-Arbitrage Certificate relating to this proposed bond issue; bond counsel should also send a draft of the proposed bond ordinance or resolution to the Development Fund Manager for her approval prior to adoption of the ordinance or resolution by the applicant's governing body. After approval, the ordinance or resolution should be adopted by the governing body of the applicant and a certified copy supplied to the Development Fund Manager.

3. **Required Permits**

   a. ***Reclamation Approval*** - If a project involves a levee or other structure which may effect the flood flows of a stream, the applicant may have to obtain Texas Water Commission approval for this aspect of the project. The Engineering Division will notify the applicant if such an approval is necessary and will coordinate obtaining same.

   b. ***Texas Water Commission Approval of Bonds Issued By A District*** - If the applicant is a water district, it may be necessary to have the Texas Water Commission approve the issuance of the bonds which the Board will purchase. The applicant should contact Water Districts Section of the Texas Water Commission who will supply information regarding the obtaining of the Commission's approval of the bonds.

After these requirements are met, the applicant should contact the Development Fund Manager to arrange for closing of the loan.

For your convenience, names and telephone numbers of persons within the Texas Water Development Board and the Texas Water Commission with whom you may need to work with in order to close the loan are listed below:

Development Fund Manager's Office (512) 463-7867	Mrs. Sue M. Brookmole
General Counsel (512) 463-7981	Ms. Suzanne Schwartz
Engineering Division Water Engineering Section (512) 445-1490	Mr. B.R. Critendon
Water Districts Section Water Utility Division, TWC (512) 463-8152	Mr. Sam Jones

41-0409A

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.

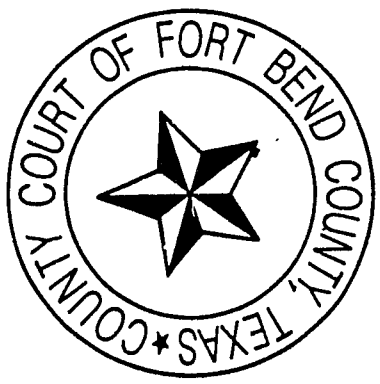
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 14, 19 90.

STARTING WITH
FILM CODE NO. 90vol.41 pg.0234

ENDING WITH
FILM CODE NO. 90 vol.41 pg. 0409



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G.MARTIN DEPUTY

41- 0409B

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 14 DAY OF MARCH ,19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 0410.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

D. Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept change order #1 for construction on Middle Oyster Creek at a decrease of $16,102.50 as presented by Tom Moody, Lichliter Jameson & Assoc., Inc. (Recorded in minutes in full)

E-H. Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone items E-H until a later date.

I. Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bills in the amount of $65,946.67 as presented by Joe B. Allen and Kathy Hynson. (Recorded in minutes in full)

10. CONSIDER APPROVAL OF AGREEMENT WITH POLLY RYON MEMORIAL HOSPITAL FOR INDIGENT HEALTH CARE:

Moved by Commissioner Lutts, Seconded by Judge Stavinoha, to accept agreement with Polly Ryon Memorial Hospital for inpatient services -72% of billed charges and outpatient services-72% of billed charges. (Recorded in minutes in full)

11. DISCUSS & CONSIDER PERSONAL PROPERTY TAX EXEMPTION, IN EFFECT AS OF 1-1-90, PER HOUSE BILL 82:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to grant the exemption from taxation on all tangible personal property, other than manufactured homes, that the person owns and is not held or used for the production of income as authorized by HB82 effective January 1, 1990. (Recorded in minutes in full)

12. CONSIDER RECLASSIFICATION OF THREE PCT. 1 EMPLOYEES:

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

13. DISCUSS AND TAKE ACTION ON SEC. 125 FLEXIBLE BENEFITS PLAN:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously, it is ordered to postpone to allow formal presentations on February 12.

Bill Thomas, Assistant Personnel Administrative recommended the firm of Moreland, Black & Manning, Inc. to administer the county's flexible benefits plan.

Mike Orsak representing Administrative Agents of Texas request additional consideration for their plan.

14. CONSIDER CONTINUING PART-TIME PARALEGAL SERVICES FOR D.A./CIVIL DIV.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve part-time paralegal services for District Attorney/Civil Division for an additional 90 days not to exceed $6,000. Funds to come from Contingency Fund.

41 04119/D

CHANGE ORDER

(Instructions on reverse side)

No. 1

PROJECT: Middle Oyster Creek (Dulles Avenue to Frost Tract)

OWNER: (Name, Address) Fort Bend Flood Control Water Supply Corporation

DATE OF ISSUANCE: January 12, 1990

CONTRACTOR: Hassell Construction Co., Inc.

OWNER's Project No. H-414-0201-07

ENGINEER: Lichliter/Jameson & Associates, Inc.

CONTRACT FOR:

ENGINEER's Project No. H-414-0201-07

You are directed to make the following changes in the Contract Documents.

Description: See Attachment

Purpose of Change Order: See Attachment

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 761,306.50	Original Contract Time 150 Working Days days or date
Previous Change Orders No. N/A to No. _____ $	Net change from previous Change Orders 0 days
Contract Price prior to this Change Order $ 761,306.50	Contract Time Prior to this Change Order 150 Working Days days or date
Net ~~increase~~ (decrease) of this Change Order $ 16,102.50	Net Increase (~~decrease~~) of this Change Order 9 Working Days days
Contract Price with all approved Change Orders $ 745,204.00	Contract Time with all approved Change Orders 159 Working Days days or date

RECOMMENDED: by Tom Moody, Engineer

APPROVED: by [signature], Owner Pres.

APPROVED: by Roy J. Hassell, Contractor

EJCDC No. 1910-8-B (1983 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

January 12, 1990
Job No. H-414-0201-07

MIDDLE OYSTER CREEK
(DULLES AVENUE TO FROST TRACT)

CHANGE ORDER NO. 1

This change order covers quantity adjustments and changes in the method of construction for the storm sewer outfalls for pipe sizes 24" through 66" diameter.

Lichliter/Jameson & Associates, Inc. believes the following items and cost to be fair and reasonable and recommends approval of this change order.

This change order covers the following items that were changed in the re-design of the storm sewer outfalls. This re-design is necessary to prevent possible clogging of the outfall pipes by silt before the remaining portions of the channel improvements can be completed.

1. Item No. 11 of the Bid Proposal (Option "B") will be increased from 160 SY to 400 SY at $50.00 per SY for an increase of $12,000.00.

2. Item No. 13 of the Bid Proposal (Option "B") will be decreased from 190 LF to 105 LF at $5.00 per linear foot for a decrease of $425.00.

3. Item No. 14 of the Bid Proposal (Option "B") will be decreased from 45 LF to 20 LF at $7.50 per linear foot for a decrease of $187.50.

4. Item No. 15 of the Bid Proposal (Option "B") will be decreased from 80 LF to 70 LF at $7.50 per linear foot for a decrease of $75.00.

5. Item No. 16 of the Bid Proposal (Option "B") will be decreased from 160 LF to 65 LF at $10.00 per linear foot for a decrease of $950.00.

6. Item No. 22 of the Bid Proposal (Option "B") will be decreased from 289 LF to 110 LF at $25.00 per linear foot for a decrease of $4,475.00.

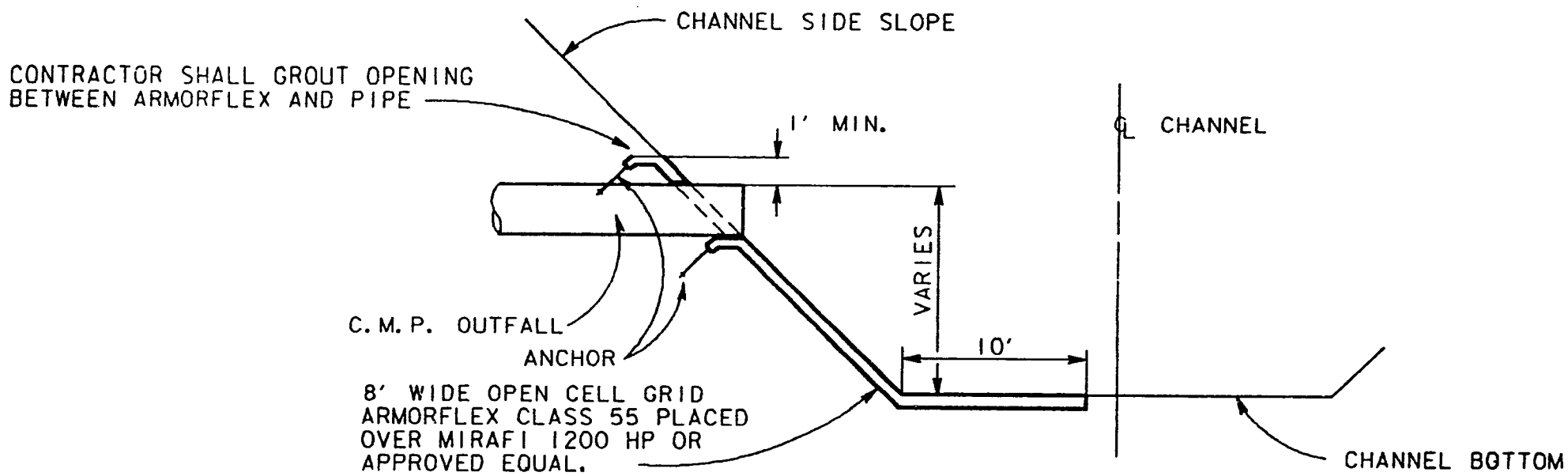
7. Item No. 23 of the Bid Proposal (Option "B") will be decreased from 80 LF to 20 LF at $32.00 per linear foot for a decrease of $1,920.00.

8. Item No. 24 of the Bid Proposal (Option "B") will be decreased from 215 LF to 160 LF at $74.00 per linear foot for a decrease of $4,070.00.

9. Item No. 25 of the Bid Proposal (Option "B") will be decreased from 180 LF to 20 LF at $100.00 per linear foot for a decrease of $16,000.00.

NOTE:

CONTRACTOR MAY REMOVE AND REPLACE
A PORTION OF THE EXISTING PIPE
(NOT EXCEEDING 20') TO AID IN CONSTRUCTION



OUTFALL DETAIL

41 0413

41 0414 9/I

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

BILLS TO BE PAID
January, 1990

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	December Invoice	$25,518.54
Hassell Construction	Pay Estimate #4	$40,078.13

6875:4383
c:\for649\bills.1

AS PER ORIGINAL

January 31, 1990

The Honorable Jodie Stavinoha
Fort Bend County Judge
County Courthouse
500 Jackson
Richmond, Texas 77469

Re: December 1989 Invoices
Fort Bend Flood Control Water Supply Corporation

Dear Mr. Stavinoha:

The enclosed invoices for work performed by consultants, contractors, and the Board of Directors for the FBFCWSC have been reviewed by the Fort Bend County Drainage District and the FBFCWSC bill review committee. The invoices were discussed at the January 31, 1990 FBFCWSC meeting of the Board of Directors and approved for payment.

We recommend payment of the invoices.

Daniel L. Gerken, P.E.
Manager
Fort Bend County Drainage District

Don Russell
President, Board of Directors
Fort Bend Flood Control Water Supply Corporation

REQUISITION CERTIFICATE NO. #65

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

REQUISITION CERTIFICATE NO. #66

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 $ 100.00

for Directors fees for 2 meetings @ $50.00 per meeting.

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

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

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

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

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

for the 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 _____

41 0418

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. #67

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 $ 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 _____

41 0419

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. #68

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 $ 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

41 0420

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. #69

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 $ 100.00

for Directors fees for 2 meetings @ $50.00 per meeting.

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

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

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

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

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

for the 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 _____

41 0421

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. #70

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 $ 25,518.54

for Engineers fees for December, 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 $ Twenty five thousand, five hundred eighteen dollars and 54/100.
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

41 0422

AS PER ORIGINAL

REQUISITION CERTIFICATE NO. # 71

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 $ 40,078.13

for Pay Estimate #4

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 thousand, seventy eight dollars and 13/100, 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

41 0423 AGENDA ITEM 10

Polly Ryon
MEMORIAL HOSPITAL

January 31, 1990

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

Dear Judge Stavinoha:

Enclosed are two copies of the agreement between Fort Bend County and Polly Ryon Memorial Hospital for indigent care effective February 1, 1990 through January 31, 1991. Please return one copy to me for our files.

If you have any questions, please let me know.

Sincerely,

Sam

Sam L. Steffee
Administrator
Chief Executive Officer

SLS:blm
Enclosures

Sam L. Steffee
Administrator
Chief Executive Officer

1705 Jackson Street
Richmond Texas 77469
713/342-2811

10

41 0424

AS PER ORIGINAL

A G R E E M E N T

HOSPITAL

Polly Ryon Memorial Hospital agrees to provide hospital services to the Fort Bend County screened eligible recipients of the Fort Bend County Indigent Healthcare Program. The Hospital agrees to include eligible recipients in its utilization review process while the patient is hospitalized.

FORT BEND COUNTY

Fort Bend County Indigent Healthcare Program agrees to reimburse Polly Ryon Memorial Hospital for Fort Bend County screened eligible recipients at the following rates:

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

TERM

This agreement will be effective February 1, 1990 through January 31, 1991.

APPROVED:

Sam L. Steffee, Administrator
Polly Ryon Memorial Hospital

1/31/90
Date

Jodie E. Stavinoha
County Judge, Fort Bend County

Date 2/5/90

(16)

10

41 0425

RESOLUTION NO. R-90-2

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND FORT BEND COUNTY, TEXAS, SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SAID CITY GRANTS CONSENT TO SAID COUNTY FOR THE IMPROVEMENT BY COUNTY OF CERTAIN STREETS WITHIN THE OYSTER CREEK FARMS SUBDIVISION LOCATED WITHIN MISSOURI CITY.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That the Mayor of the City of Missouri City, Texas, 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, setting forth the terms and conditions under which said City grants consent to the County for the improvement by said County of certain streets within the Oyster Creek Farms Subdivision located within Missouri City. A copy of such interlocal agreement is attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 15th day of January, 1990.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

PP:LJ C:OYSCREEK.AGR

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF MISSOURI CITY, TEXAS

This Interlocal Agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City City of Missouri City, hereinafter referred to as "City".

WHEREAS, the City desires to consent to the construction, improvements, maintenance and repair by the County of certain streets located in Oyster Creek Farms Subdivision (more specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes) all of which are located within the corporate limits of City; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the County desires to construct, improve, maintain and repair certain streets located in Oyster Creek Farms Subdivision herein more specifically described in Exhibit "A", all of which are located within the corporate limits of City; and,

WHEREAS, the governing body of said County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413(32c), Vernon's Texas Civil Statutes and Articles 6702-1, Sec. 2.010, Texas Road and Bridge Act;

NOW, THEREFORE, the County and City mutually agree as follows:

1. The City consents and approves that the County may expend county funds to finance the construction, improvement, maintenance, and/or repair of the streets specifically described in Exhibit "A" located in the County within the corporate limits of the City.

2. The City agrees to accept from the fee owner or owners the public dedication to the City of the private streets more specifically described in Exhibit "A". In the event only some of the streets in Exhibit "A" are properly offered to the City for public dedication then the rights and obligations of both parties herein shall pertain to only those streets.

3. Upon acceptance of the streets more specifically described in Exhibit "A" by City under the terms and conditions set forth in Paragraph 2 above, the County agrees, by and through the office of County Commissioner, Precinct No. 2, to construct, improve, maintain and/or repair such streets located in the County within the corporate limits of City in a timely manner. It is further understood and agreed that said streets will be constructed and maintained to County standards and not City standards for hard surface streets within a subdivision. And, it is further understood that the County has the option to finance the construction, improvement, maintenance, and/or repairs of said streets, as provided in Article 6702-1, Sec. 2.010(d), Tex.Rev.Civ.Stat., i.e., the County shall have the same powers and duties of levying assessments that the City would have if the City were to finance and undertake the construction, improvement, maintenance, and/or repair of said streets.

4. The County agrees to indemnify and hold the City, its officers, employees, representatives, agents, successors and assigns harmless with respect to any claim, demand, or suit arising from or growing out of the acts or omissions of County or any of its officers, employees, representatives, agents, successors and assigns in the performance of its obligations set forth

in this agreement, including the construction, improvement, maintenance and repair of the streets more specifically described in Exhibit "A".

5. It is expressly understood and agreed that it is the responsibility of the County and not the City to continue to construct, improve, maintain and repair the streets set forth in Exhibit "A" to County standards. The obligations and responsibilities of the County herein shall continue until such time that the streets described in Exhibit "A" are: (1) improved to meet the then current City standard for public streets; and (2) accepted by the City Council of the City for future maintenance.

6. This agreement constitutes the entire and exclusive agreement between both parties with respect to the construction, improvement, maintenance and repair of the streets more specifically described in Exhibit "A".

7. No modifications to this agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

8. It is expressly understood and agreed by the parties hereto that this agreement will have no force and effect until executed by all parties.

SIGNED this the 15th day January, 1990.

CITY OF MISSOURI CITY

John B. Knox, Mayor

ATTEST:

City Secretary

SIGNED this the 5th day Feb., 1990.

COUNTY OF FORT BEND

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson, County Clerk

41 0429

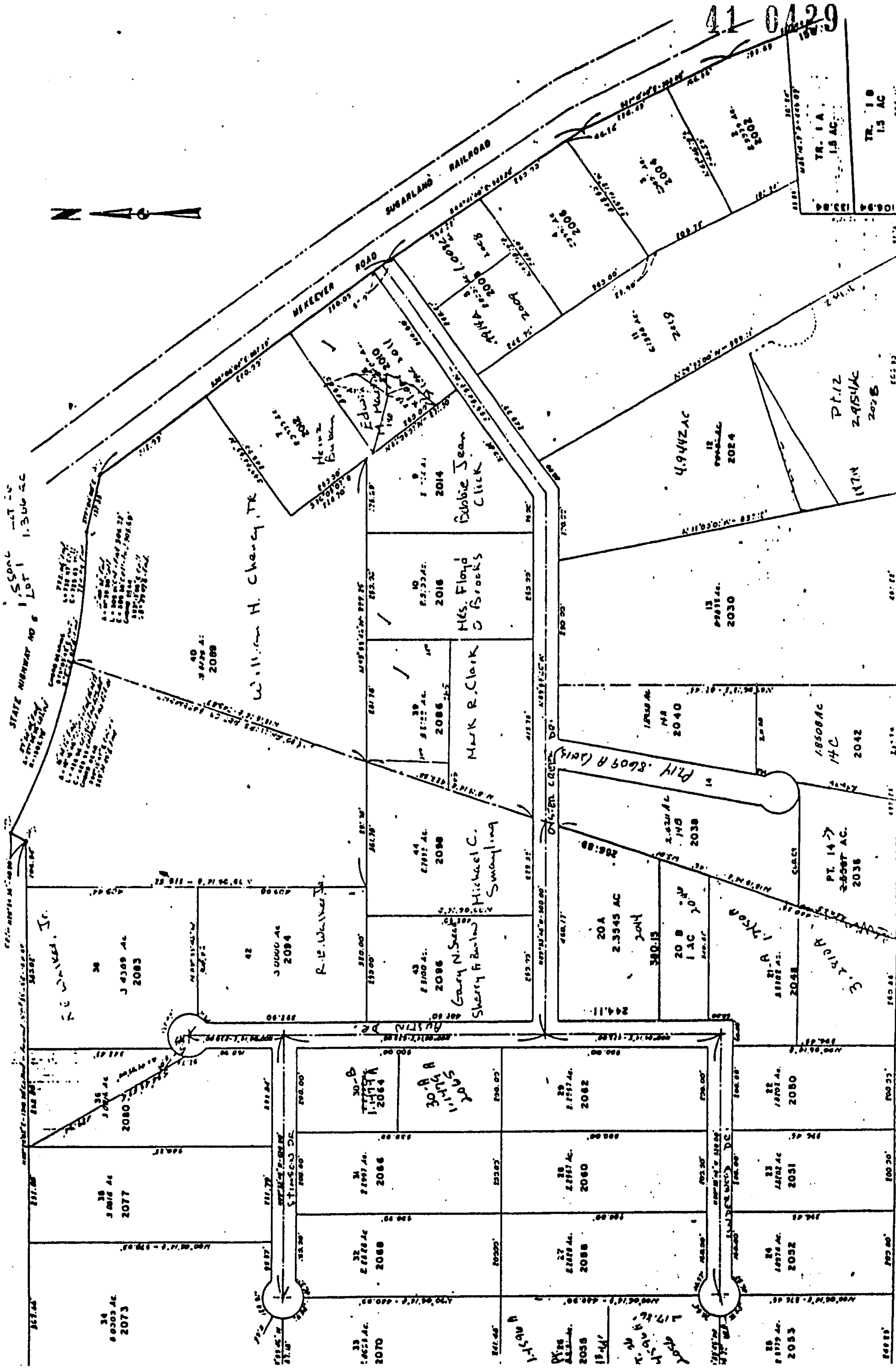


Exhibit "A"

11

AGENDA ITEM

41 0430

FORT BEND CENTRAL APPRAISAL DISTRICT
ONE FLUOR DANIEL DR., BLDG. B, STE. #200
P. O. BOX 5007
SUGAR LAND, TX. 77487-5007

PHONE: (713) 263-4500

JANUARY 5, 1990

THE HONORABLE JODIE E. STAVINOHA
JUDGE, FORT BEND COUNTY
P. O. BOX 368
RICHMOND, TX. 77469

RE: HOUSE BILL #82 EFFECTIVE JANUARY 1, 1990

DEAR JUDGE STAVINOHA:

EFFECTIVE JANUARY 1, 1990, HOUSE BILL #82 STATES "A PERSON IS ENTITLED TO AN EXEMPTION FROM TAXATION OF ALL TANGIBLE PERSONAL PROPERTY, OTHER THAN A MANUFACTURED HOME, THAT THE PERSON OWNS AND THAT IS NOT HELD OR USED FOR THE PRODUCTION OF INCOME."

A POLITICAL SUBDIVISION CHOOSING TO TAX PERSONAL PROPERTY WHICH IS OTHERWISE EXEMPT, MAY NOT DO SO UNTIL A PUBLIC HEARING IS ADVERTISED, HELD AND ALL PARTIES, BOTH FOR AND AGAINST SUCH TAXATION, HAVE BEEN HEARD.

ENCLOSED FOR YOUR FILES ARE COPIES OF TEXT IN REFERENCE TO HOUSE BILL #82. PLEASE ACT ON THIS AND LET US KNOW THE OUTCOME OF YOUR RESOLUTION OR ORDER WITHIN 60 DAYS. IF WE DO NOT HEAR FROM YOU, WE WILL ASSUME YOU INTEND TO GRANT THIS EXEMPTION.

IF YOU HAVE ANY QUESTIONS REGARDING THIS MATTER, PLEASE DO NOT HESITATE TO CALL ME.

SINCERELY,

Harris Watson

HARRIS WATSON
DIRECTOR OF APPRAISALS

RECEIVED
JAN 8 1990
COUNTY JUDGE

HW:JJ

ENCL.
CC: COUNTY COMMISSIONERS
TAX ASSESSORS/COLLECTORS

HOUSE BILL #82
EFFECTIVE ON JANUARY 1, 1990

AS PER ORIGINAL

A PERSON IS ENTITLED TO AN EXEMPTION FROM TAXATION OF ALL TANGIBLE PERSONAL PROPERTY, OTHER THAN A MANUFACTURED HOME, THAT THE PERSON OWNS AND THAT IS NOT HELD OR USED FOR THE PRODUCTION OF INCOME.

A POLITICAL SUBDIVISION CHOOSING TO TAX PERSONAL PROPERTY WHICH IS OTHERWISE EXEMPT, MAY NOT DO SO UNTIL A PUBLIC HEARING IS ADVERTISED, HELD AND ALL PARTIES, BOTH FOR AND AGAINST SUCH TAXATION, HAVE BEEN HEARD.

HOUSE BILL #108
EFFECTIVE ON SEPTEMBER 1, 1989

DEALS WITH GOVERNING BODY'S NOTICE ON THE VOTE OF A TAX RATE.

HOUSE BILL #421
EFFECTIVE SEPTEMBER 1, 1989

SETS THE INTEREST RATE ON DEFERRED TAXATION AT 8% PER YEAR AND ELIMINATES THE PENALTY, EXCEPT WHERE TAXES FOR WHICH COLLECTION IS DEFFERED AND REMAIN DELINQUENT ON OR AFTER THE 91ST DAY AFTER THE DATE THE DEFERRAL PERIOD EXPIRES.

HOUSE BILL #1078
EFFECTIVE JUNE 15, 1989

MAKE ALL OIL, GAS AND OTHER MINERAL INTEREST OWNED BY AN INSTITUTION OF HIGHER EDUCATION EXEMPT FROM ALL AD VALOREM TAXES.

BEQUEATHED PROPERTY TO AN INSTITUTION IS EXEMPT, UNLESS

1. IT IS LEASED, FOR COMPENSATION, TO A PRIVATE BUSINESS
2. THE TRANSFER IS CONTESTED IN PROBATE COURT

HOUSE BILL #1269
EFFECTIVE SEPTEMBER 1, 1989

INSTRUCTS THE CHIEF APPRAISER THAT THE NOTICE OF APPRAISAL FOR REAL PROPERTY MUST CONTAIN THE

1. MARKET VALUE OF LAND SEPERATE FROM THE MARKET VALUE OF ALL IMPROVEMENTS

ALLOWS THE COLLECTOR TO ACCEPT PAYMENT FOR ANY ONE OR MORE UNITS ON A COMBINED TAX BILL

IF A COLLECTOR ACCEPTS A PARTIAL PAYMENT, HE SHALL ALLOCATE THE PAYMENT AMONG ALL THE TAXING UNITS INCLUDED ON THE BILL. TAXPAYERS CAN DIRECT PARTIAL PAYMENTS UNDER SOME CONDITIONS.

H.B. 82 By Stiles Effective January 1, 1990

Implements the constitutional amendment which the voters ratified on November 3, 1987, exempting tangible personal property not held or used for the production of income. Manufactured homes remain taxable, however, even though they may be classified as tangible personal property.

The governing body of a taxing unit may choose to tax property otherwise exempt under these provisions, but its decision would be difficult and costly for these reasons:

(a) It would have to tax all tangible personal property otherwise falling under this exemption. The unit cannot pick and choose the specific types of such property it wants to tax, such as boats or automobiles.

(b) It would have to shoulder the entire cost of appraising such property, sharing the cost only with other units which also tax the property.

(c) It must first hold a public hearing and find that taxing such property will be in the public interest of all of the unit's residents. Each interested person is entitled to speak and present evidence pro or con at the hearing.

(d) At least 30 days prior to the hearing, notice of the hearing must be published in a newspaper having general circulation in the taxing unit. The notice must be at least 1/2-page in size and cannot appear in the advertising section.

(e) The notice must be republished on at least 3 separate days during the period from the 10th day prior to the hearing through the hearing date. (This requirement would be logistically impossible to meet in taxing units which have only a weekly newspaper of general circulation.)

The bill also provides that in its annual property value study of school district, the State Property Tax Board will exclude from a district's "taxable value" the market value of all tangible personal property, other than manufactured homes, owned by a family or individual and not held or used for the production of income.

Finally, the separate exemption for automobiles under §11.25 is repealed, incorporating them under the broader exemption of tangible personal property under this bill.

FILE COPY
Do Not Remove from this Office

41 0433

AS PER ORIGINAL

ENROLLED

H.B. No. 82

AN ACT

relating to exempting from ad valorem taxation personal property not held or used to produce income.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 11.14, Tax Code, is amended to read as follows:

Sec. 11.14. TANGIBLE PERSONAL PROPERTY NOT PRODUCING INCOME [~~HOUSEHOLD---GOODS---AND--PERSONAL--EFFECTS~~]. (a) A person [~~An individual~~] is entitled to an exemption from taxation of all tangible personal property, other than manufactured homes, that the person owns and that is [~~his-household-goods-and-personal-effects that-are~~] not held or used for production of income.

(b) In this section, "manufactured home" has the meaning assigned by Section 11.432 of this code.[~~:~~

[~~(1)--"Household--goods"-means-furnishings,-appliances, utensils,-and-other-tangible-personal-property-used-primarily-in-or around-a-residence-by-the-residents-and-their-guests.~~

[~~(2)--"Personal--effects"---means---tangible---personal property--that-normally-is-worn-or-carried-by-an-individual-or-that is-used-by--an--individual--in--personal,--recreational,--or--other activities--that--do-not-involve-production-of-income.--Boats-which are-owned-and-used-by--a--family--or--individual--for--recreational activities--and--are--not-held-or-used-for-the-production-of-income are-exempt-under-this-section.--A-family-owns-a-boat--for--purposes~~

~~of-this-section-if-any-member-of-the-family-owns-the-boat.~~

~~[(3)--"Personal--effects"--does--not--include--a--motor vehicle,-boat-(other-than-as-described-in-Subdivision-(2)--of--this subsection),--or-other-means-of-transportation,-a-trailer-that-must be-registered-for-operation-on-a--highway,--or--a--mobile--home--or similar-vehicle-designed-for-occupancy-as-a-dwelling.]~~

(c) The governing body of a taxing unit by ~~[ordinary]~~ resolution or order, depending upon the method prescribed by law for official action by that governing body, may provide for taxation of tangible personal property ~~[all-boats]~~ exempted under Subsection (a). If the governing body of a taxing unit provides for taxation of tangible personal property ~~[all-boats]~~ as provided by this subsection, the exemption prescribed by Subsection (a) does not apply to that unit.

(d) The central appraisal district for the county shall determine the cost of appraising tangible personal property ~~[boats]~~ required by a governing body under the provisions of Subsection (c) and shall assess those costs to the taxing unit or taxing units which provide for the taxation of tangible personal property ~~[boats]~~.

(e) A political subdivision choosing to tax property otherwise made exempt by this section, pursuant to Article VIII, Section 1(e), of the Texas Constitution, may not do so until the governing body of the political subdivision has held a public hearing on the matter, after having given notice of the hearing at the times and in the manner required by this subsection, and has found that the action will be in the public interest of all the

residents of that political subdivision. At the hearing, all interested persons are entitled to speak and present evidence for or against taxing the property. Not later than the 30th day prior to the date of a hearing held under this subsection, notice of the hearing must be:

(1) published in a newspaper having general circulation in the political subdivision and in a section of the newspaper other than the advertisement section;

(2) not less than one-half of one page in size; and

(3) republished on not less than three separate days during the period beginning with the 10th day prior to the hearing and ending with the actual date of the hearing.

SECTION 2. Section 11.43(a), Tax Code, is amended to read as follows:

(a) To receive an exemption, a person claiming the exemption, other than an exemption authorized by Section 11.11, 11.12, 11.14, 11.15, 11.16, or 11.161[~~, or 11.25~~] of this code, must apply for the exemption. To apply for an exemption, a person must file an exemption application form with the chief appraiser for each appraisal district in which the property subject to the claimed exemption has situs.

SECTION 3. Section 11.86(a), Education Code, is amended to read as follows:

(a) The board shall conduct an annual study using comparable sales and other generally accepted techniques to determine the total value of all taxable property in each school district. The study shall determine the taxable value of all property and of each

class of property within the district and the productivity value of all land that qualifies for appraisal on the basis of its productive capacity and for which the owner has applied for and received a productivity appraisal. In conducting the studies, the board shall use appropriate standard valuation, statistical compilation, and analysis techniques. For the purposes of this section, "taxable value" means market value less:

(1) the total dollar amount of any exemptions of part but not all of the value of taxable property required by the constitution or a statute that a district lawfully granted in the year that is the subject of the study;

(2) the total dollar amount of any exemptions granted within a reinvestment zone under agreements authorized by the Property Redevelopment and Tax Abatement Act (Chapter 312, Tax Code);

(3) the total dollar amount of any captured appraised value of property that is located in a reinvestment zone and that is eligible for tax increment financing under the Tax Increment Financing Act (Chapter 311, Tax Code);

(4) the difference between the market value and the productivity value of land that qualifies for appraisal on the basis of its productive capacity, except that the productivity value may not exceed the fair market value of the land;

(5) the portion of the appraised value of residence homesteads of the elderly on which school district taxes are not imposed in the year that is the subject of the study, calculated as if the residence homesteads were appraised at the full value

required by law;

(6) a portion of the market value of property not otherwise fully taxable by the district at market value because of action required by statute or the Texas Constitution that, if the tax rate adopted by the district is applied to it, produces an amount equal to the difference between the tax that the district would have imposed on the property if the property were fully taxable at market value and the tax that the district is actually authorized to impose on the property; and

(7) the market value of all tangible personal property, other than manufactured homes, [automobiles] owned by a family or individual and not held or used for the production of income.

SECTION 4. Section 11.25, Tax Code, is repealed.

SECTION 5. This Act takes effect January 1, 1990.

SECTION 6. The importance of this legislation and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended.

AS PER ORIGINAL

H.B. No. 82

41 0438

President of the Senate

Speaker of the House

I certify that H.B. No. 82 was passed by the House on February 21, 1989, by a non-record vote; and that the House concurred in Senate amendments to H.B. No. 82 on April 27, 1989, by a non-record vote.

Chief Clerk of the House

I certify that H.B. No. 82 was passed by the Senate, with amendments, on April 20, 1989, by a viva-voce vote.

Secretary of the Senate

APPROVED: _____

Date

Governor

15. CONSIDER AMENDED PLAT OF OLD MILL RETAIL PARK COMMERCIAL RESERVES C,D, F & G, AND CONSIDER PLATS FOR CINCO RANCH SOUTHLAKE VILLAGE, SEC. 1, 2 & 3, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to amend plat of Old Mill Retail Park Commercial Reserves C, D, F & G, .

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve plat for Cinco Ranch Southlake Village, Sec. 1, 2 & 3, Pct. 3.

16. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF MISSOURI CITY (OYSTER CREEK FARMS SUB., PCT. 2):

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve interlocal agreement between Fort Bend County and City of Missouri City (Oyster Creek Farms Subdivision). (Recorded in minutes in full)

17. CONSIDER INCLUDING EAST BERNARD FIRE DEPT. ON ROTATING FUND LIST:

Postponed

18. CONSIDER ADVERTISING FOR BIDS FOR UTILITY VEHICLE (FIRE MARSHAL):

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for utility vehicle subject to present bids not meeting Fire Marshall's needs.

19. ACCEPT MONTHLY REPORTS FOR FEE AND NON-FEE OFFICERS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept fee and non-fee officers monthly report for DECEMBER 1989 as presented by Robert Grayless, County Auditor. (Recorded in minutes in full)

20. CONSIDER POLICY CHANGE REGARDING EMS INTERHOSPITAL TRANSFER SERVICE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize policy change that no non-emergency transfers will be handled regarding EMS interhospital transfer service effective March 1, 1990 as recommended by Dan Kosler, EMS Director. (Recorded in minutes in full)

21. DISCUSS USE OF PROFESSIONAL SERVICES FOR THE PURPOSE OF REDISTRICTING:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for proposals for professional services for the purpose of redistricting.

22. CONSIDER ACCEPTING RIGHT-OF-WAY DEED FROM RIVER RANCH PROPERTIES (FONDREN HEIRS) FOR THE BOIS D'ARC BRIDGE REPLACEMENT PROJECT, PCT.4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept right-of-way deed from River Ranch Properties (Fondren heirs) for the Bois d'Arc bridge replacement project, Pct. 4.

AGENDA ITEM 16

41 0440

RESOLUTION NO. R-90-2

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF MISSOURI CITY, TEXAS, AND FORT BEND COUNTY, TEXAS, SETTING FORTH THE TERMS AND CONDITIONS UNDER WHICH SAID CITY GRANTS CONSENT TO SAID COUNTY FOR THE IMPROVEMENT BY COUNTY OF CERTAIN STREETS WITHIN THE OYSTER CREEK FARMS SUBDIVISION LOCATED WITHIN MISSOURI CITY.

* * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSOURI CITY, TEXAS:

Section 1. That the Mayor of the City of Missouri City, Texas, 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, setting forth the terms and conditions under which said City grants consent to the County for the improvement by said County of certain streets within the Oyster Creek Farms Subdivision located within Missouri City. A copy of such interlocal agreement is attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 15th day of January, 1990.

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, TEXAS

This Interlocal Agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City City of Missouri City, hereinafter referred to as "City".

WHEREAS, the City desires to consent to the construction, improvements, maintenance and repair by the County of certain streets located in Oyster Creek Farms Subdivision (more specifically described in Exhibit "A" attached hereto and made a part hereof for all purposes) all of which are located within the corporate limits of City; and,

WHEREAS, the governing body of the City has duly authorized this agreement; and,

WHEREAS, the County desires to construct, improve, maintain and repair certain streets located in Oyster Creek Farms Subdivision herein more specifically described in Exhibit "A", all of which are located within the corporate limits of City; and,

WHEREAS, the governing body of said County has duly authorized this agreement; and,

WHEREAS, this agreement is made pursuant to and under the provisions of Article 4413(32c), Vernon's Texas Civil Statutes and Articles 6702-1, Sec. 2.010, Texas Road and Bridge Act;

NOW, THEREFORE, the County and City mutually agree as follows:

1. The City consents and approves that the County may expend county funds to finance the construction, improvement, maintenance, and/or repair of the streets specifically described in Exhibit "A" located in the County within the corporate limits of the City.

2. The City agrees to accept from the fee owner or owners the public dedication to the City of the private streets more specifically described in Exhibit "A". In the event only some of the streets in Exhibit "A" are properly offered to the City for public dedication then the rights and obligations of both parties herein shall pertain to only those streets.

3. Upon acceptance of the streets more specifically described in Exhibit "A" by City under the terms and conditions set forth in Paragraph 2. above, the County agrees, by and through the office of County Commissioner, Precinct No. 2, to construct, improve, maintain and/or repair such streets located in the County within the corporate limits of City in a timely manner. It is further understood and agreed that said streets will be constructed and maintained to County standards and not City standards for hard surface streets within a subdivision. And, it is further understood that the County has the option to finance the construction, improvement, maintenance, and/or repairs of said streets, as provided in Article 6702-1, Sec. 2.010(d), Tex.Rev.Civ.Stat., i.e., the County shall have the same powers and duties of levying assessments that the City would have if the City were to finance and undertake the construction, improvement, maintenance, and/or repair of said streets.

4. The County agrees to indemnify and hold the City, its officers, employees, representatives, agents, successors and assigns harmless with respect to any claim, demand, or suit arising from or growing out of the acts or omissions of County or any of its officers, employees, representatives, agents, successors and assigns in the performance of its obligations set forth

in this agreement, including the construction, improvement, maintenance and repair of the streets more specifically described in Exhibit "A".

5. It is expressly understood and agreed that it is the responsibility of the County and not the City to continue to construct, improve, maintain and repair the streets set forth in Exhibit "A" to County standards. The obligations and responsibilities of the County herein shall continue until such time that the streets described in Exhibit "A" are: (1) improved to meet the then current City standard for public streets; and (2) accepted by the City Council of the City for future maintenance.

6. This agreement constitutes the entire and exclusive agreement between both parties with respect to the construction, improvement, maintenance and repair of the streets more specifically described in Exhibit "A".

7. No modifications to this agreement shall be effective unless it is made in writing and is signed by the authorized representatives of the parties hereto.

8. It is expressly understood and agreed by the parties hereto that this agreement will have no force and effect until executed by all parties.

SIGNED this the 15th day January, 1990.

CITY OF MISSOURI CITY

John B. Knox, Mayor

ATTEST:

City Secretary

SIGNED this the 5 day February, 1990.

COUNTY OF FORT BEND

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson, County Clerk

41 0444

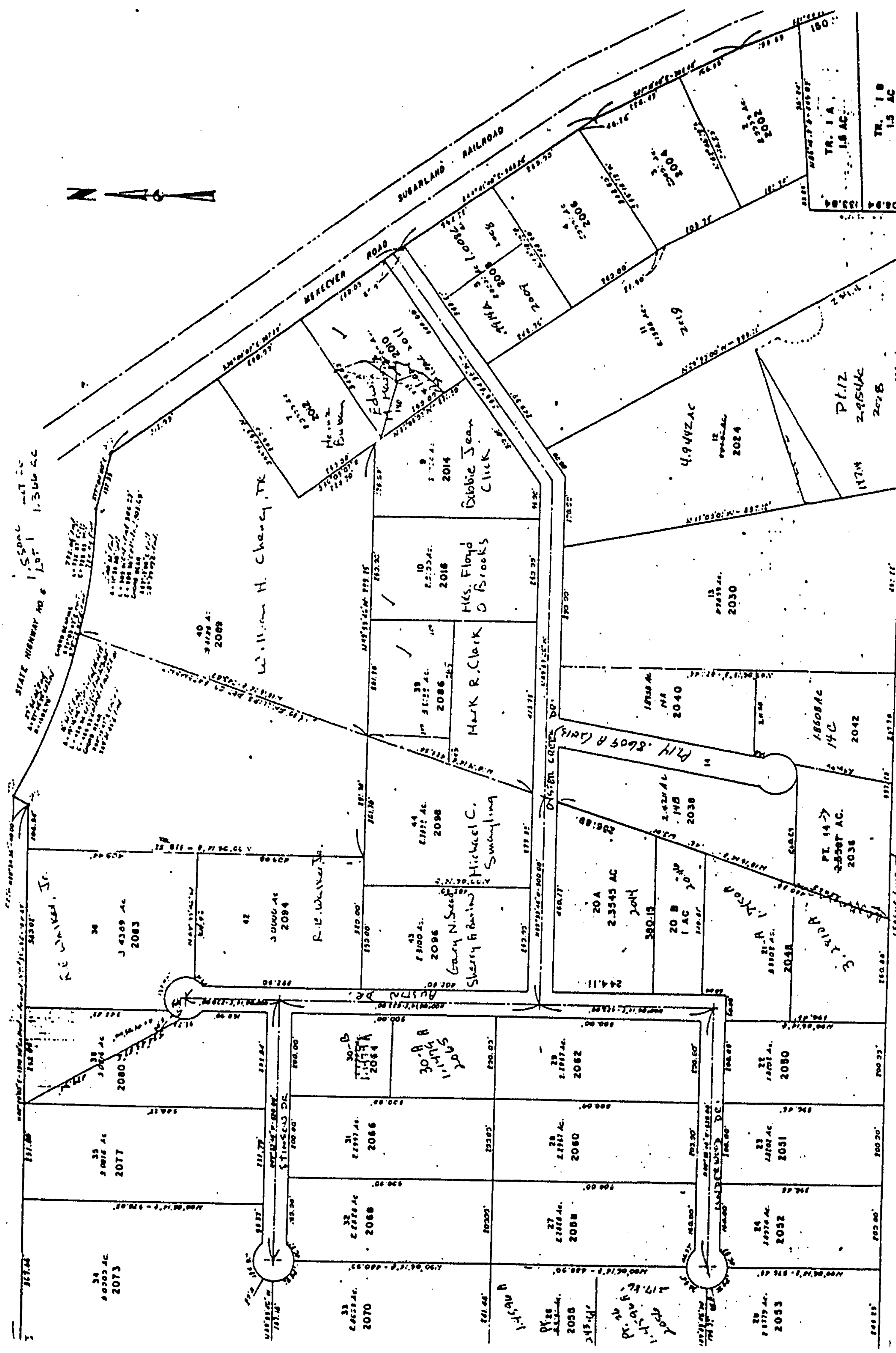


Exhibit "A"

19

41 0445

County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

February 5, 1990

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of December, 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 December is attached to this letter.

The following is the criminal and civil case report for the JPs for the month of December, 1989:

JP	# OF CASES:	New	Pending	Dismissed	Paid	Open	Civil Cases
JP 1	Geick	968	4320	294	397	4597	32
JP2-1	Molina	220	1344	42	131	1283	36
JP2-2	Fredrickson	263	1047	104	250	956	2
JP3	Stahl	203	616	11	113	695	49
JP4	Adolphus	378	4504	132	257	4493	40

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.

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 December, 1989 be approved as recommended by the County Auditor in his letter of February 5, 1990.

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
DECEMBER 1989

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED	YEAR TO DATE
County Clerk	Civil	62,925.79					
	Criminal	55,281.02	72,438.84	20,014.97	25,753.00	118,206.81	1,504,655.97
District Clerk	Civil	37,046.88					
	Criminal	11,498.00	27,812.85	5,475.00	15,257.03	48,544.88	844,544.88
Tax Collector	See Letter	133,001.97	133,001.97			133,001.97	2,239,697.89
District Atty.	****Bad Check	3,648.07	3,648.07			3,648.07	43,381.21
Sheriff	Criminal	25,401.00	5,863.00		19,538.00	25,401.00	321,257.48
J.P. #1	Civil	1,625.15					
	Criminal	24,351.05	15,958.30		10,017.90	25,976.20	299,249.43
J.P. #2-1	Civil	2,070.00					
	Criminal	9,072.61	8,314.11		2,828.50	11,142.61	214,847.87
J.P. #2-2	Civil	205.00					
	Criminal	17,592.10	13,144.10		4,653.00	17,797.10	232,652.45
J.P. #3	Civil	3,800.25					
	Criminal	5,844.50	7,276.25		2,368.50	9,644.75	114,173.50
J.P. #4	Civil	2,125.00					
	Criminal	14,247.00	11,603.50		4,768.50	16,372.00	184,529.77
Constable #1	Civil	8,152.11	1,592.09		6,560.02	8,152.11	246,429.99
Constable #2	Civil	1,600.00	1,600.00			1,600.00	29,052.87
Constable #3	Civil	8,706.64	4,378.92		4,327.72	8,706.64	179,986.62
Constable #4	Civil	17,070.92	2,714.24		14,356.68	17,070.92	130,937.46
TOTAL		445,265.06	309,346.24	25,489.97	110,428.85	445,265.06	6,585,397.39

* 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
DECEMBER, 1989

HIGHWAY FEES SEPT 1989.....	$75,384.28		
HIGHWAY FEES OCT-DEC 1989.....	0.00 *		
	0.00		
TOTAL HIGHWAY FEES			$75,384.28
PROPERTY TAX COMMISSIONS			
OCT 1989 PAGE 13-16.....	1,142.12		
NOV 1989 PAGE 2-9.....	1,982.97		
DEC 1989 PAGE 1-4.....	168.95		
	0.00		
TOTAL COMMISSIONS			3,294.04
TAX CERTIFICATES -SEPT - DEC 1989	0.00 *		
MUD CERTIFICATES -SEPT - DEC 1989	0.00 *		
	0.00		
TOTAL COMMISSIONS			0.00
ROAD AND BRIDGE -	46,695.80		
Reports #49-52, 1989			
TOTAL ROAD & BRIDGE			46,695.80
BEER AND LIQUOR - NOV 1989.....	4,368.50		
	0.00		
TOTAL BEER & LIQUOR			4,368.50
INTEREST-NOW ACCT NOV 1989	3,259.35		
PROPERTY TAX INVESTMENTS	0.00		
HIGHWAY INVESTMENTS	0.00		
JUDGEMENT FEES	0.00		
COPIES OF TAX ROLL	0.00		
SALE OF DELINQUENT TAX ROLL TAPE	0.00		
TOTAL INTEREST & MISC. FEES..			3,259.35
GRAND TOTAL FEES			$133,001.97

* Not paid in December 1989.

BY Mary Hancock
Mary Hancock, Internal Auditor 1/3/90

County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

February 5, 1990

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of December, 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 December, 1989 be approved as recommended by the County Auditor in his letter of February 5, 1990.

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

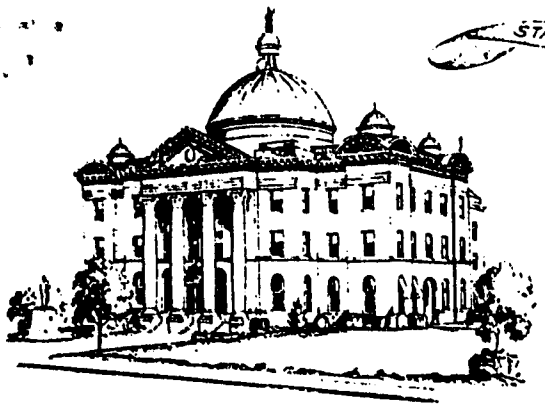
FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

DECEMBER 1989

	TOTAL COLLECTED	YEAR TO DATE
CHILD SUPPORT	1,416.00	21,516.00
HEALTH AND SANITATION	998.00	28,421.73
AMBULANCE	8,066.67	113,471.38
ANIMAL CONTROL	633.00	8,227.65
SANITARY LANDFILL	49,397.17	1,563,477.97
LIBRARIES	4,841.87	65,406.72
INDIGENT CARE	68.00	1,083.00
FAIRGROUNDS	2,688.00	55,159.25
ADULT PROBATION (FUND 99)	37,707.50	552,323.46
JUVENILE PROBATION	1,150.67	27,035.73
COUNTY ENGINEERING	936.00	15,559.00
BAIL BOND BOARD	0.00	2,500.00
TOTAL FOR MONTH	107,902.88	2,454,181.89

AUDITOR'S FORM 1054



STATE OF TEXAS COUNTY OF FORT BEND

Emergency Medical Services
Rt. 2 Box 643-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

January 4, 1990

The Honorable County Judge
and Commissioners Court

Re: Inter-hospital Transfers

Dear Sirs:

I am proposing a policy change to our current emergency and non-emergency inter-hospital transfer service. My proposal is that we accept only emergency inter-hospital transfers where the patient's condition is life threatening, and the distance to the receiving facility is no greater than the Houston Medical Center complex. This recommendation will keep our ambulances available within our county more frequently, providing an enhanced EMS availability to our citizens.

The aforementioned is obviously two fold. First, "accept only emergency inter-hospital transfers where the patient's condition is life threatening", clarifies the only type of transfer acceptable by this service. We will no longer accept non-emergency transfers or those emergency transfers that are not life threatening. The transfering facility will have to take whatever steps necessary to handle their future needs.

Secondly, we will only transport those patients who meet the first condition to a facility whose distance is no greater than the Houston Medical Center. The rationale associated with this is that any patient with a life threatening condition does not need to be transported by ground ambulance, with limited capabilities, any distance greater than the medical center. If the need is there then helicopter or private ambulance services

are available.

A review of the transfers for the calendar year 1989 indicates that only twenty-nine (29) of the one hundred fifty-six (156) patients served required emergency transport.(Eight of the twenty nine transports were to Galveston for supplementary obstetrical care.) The remaining one hundred twenty-seven (127) patients required only non-emergency transport. During the period where transfers were in progress, two hundred fifty (250) additional calls were received by our service. On twenty seven (27) separate occasions, another unit had to respond into the absent unit's territory/district to complete the call. Of these, five (5) calls were during critical patient transports, and twenty two (22) during non-critical patient transports. One hundred five (105) of the one hundred fifty six (156) inter-hospital transfers were made by Medic Six, which is at the Richmond Fire Department. Furthermore, on one hundred twelve (112) different occasions, we had four (4) or fewer units available to respond to calls because we were engaged in transferring patients.

The total amount of time a unit or units were out of the county and making transfers is over three hundred twenty two (322) hours. The average time to transport the thirty eight (38) patients to John Sealy Hospital in Galveston was three and one-half (3.5) hours. The average transport time for the one hundred two (102) transfers to the Houston area was one and three-quarters (1.75) hours.

It is my hope that by restructuring the current policy, and making better use of the equipment and personnel we have, we can delay placing another unit into service until the year 1992.

Sincerely,

Daniel Kosler

Enclosure: All transfers
Emergency transfers
Non-emergency transfers

41 0453

ALL
TRANSFERS

1-1-89/12-31-89

TOTAL 156

NUMBER OF ADDITIONAL CALLS WHILE TRANSFER IN PROGRESS 250

NUMBER OF UNITS LEFT INSERVICE WHILE TRANSFERS AND ADDITIONAL CALLS IN PROGRESS:

UNITS LEFT	NUMBER OF TIMES
5	44
4	61
3	34
2	15
1	2

NUMBER OF CALLS MADE IN TRANSFER UNITS DISTRICT WHILE CALL IN PROGRESS 27

TOTAL TIME OUT OF SERVICE FOR TRANSFER UNIT DUE TO TRANSPORT 322 HOURS 44 MIN.

TIMES OF DISPATCH:

08:00... 6	14:00... 13	20:00... 4	02:00... 6
09:00... 5	15:00... 13	21:00... 7	03:00... 3
10:00... 8	16:00... 8	22:00... 6	04:00... 3
11:00... 9	17:00... 12	23:00... 5	05:00... 6
12:00... 10	18:00... 9	00:00... 3	06:00... 2
13:00... 6	19:00... 6	01:00... 5	07:00... 1

TRANSFERS BY DAY OF WEEK:

Monday.....	28
Tuesday....	25
Wednesday..	24
Thursday...	25
Friday.....	21
Saturday...	14
Sunday.....	19

TRANSFERS FROM:

POLLY RYON.....	103
FORT BEND.....	39
FT. BEND FAMILY HEALTH.....	8
MEMORIAL HEALTH CARE.....	6

TRANSPORTS TO:

SOUTHWEST MEMORIAL....	48	ST JOHNS.....	1	JEFF DAVIS.....	1
ST. LUKES.....	6	METHODIST.....	9	PLAZA DEL ORO...	1
SHRINERS.....	2	L.B.J.....	2	M.D. ANDERSON...	1
JOHN SEALY.....	38	ST. JOSEPHS...	1	WEST HOUSTON....	1
PARK PLAZA.....	3	ROSEWOOD.....	1	BEN TAUB.....	1
GULF COAST.....	4	V.A.....	4	TEXAS CHILDRENS.	6
HERMAN.....	13	BELLAIRE.....	1	FORT BEND.....	2
CANCELLED.....	2	PT. NOT READY.	4	TEXAS WOMANS....	1
		PRER.....	2	DIAGNOSTIC.....	1

ALL
TRANSFERS

1-1-89/12-31-89

41 0454

TOTAL 156

NUMBER OF ADDITIONAL CALLS WHILE TRANSFER IN PROGRESS 250

NUMBER OF UNITS LEFT INSERVICE WHILE TRANSFERS AND ADDITIONAL CALLS IN PROGRESS:

UNITS LEFT	NUMBER OF TIMES
5	44
4	61
3	34
2	15
1	2

NUMBER OF CALLS MADE IN TRANSFER UNITS DISTRICT WHILE CALL IN PROGRESS 27

TOTAL TIME OUT OF SERVICE FOR TRANSFER UNIT DUE TO TRANSPORT 322 HOURS 44 MIN.

TIMES OF DISPATCH:

08:00... 6	14:00... 13	20:00... 4	02:00... 6
09:00... 5	15:00... 13	21:00... 7	03:00... 3
10:00... 8	16:00... 8	22:00... 6	04:00... 3
11:00... 9	17:00... 12	23:00... 5	05:00... 6
12:00... 10	18:00... 9	00:00... 3	06:00... 2
13:00... 6	19:00... 6	01:00... 5	07:00... 1

TRANSFERS BY DAY OF WEEK:

Monday.....	28
Tuesday....	25
Wednesday..	24
Thursday...	25
Friday.....	21
Saturday...	14
Sunday.....	19

TRANSFERS FROM:

POLLY RYON.....	103
FORT BEND.....	39
FT. BEND FAMILY HEALTH.....	8
MEMORIAL HEALTH CARE.....	6

TRANSPORTS TO:

SOUTHWEST MEMORIAL....	48	ST JOHNS.....	1	JEFF DAVIS.....	1
ST. LUKES.....	6	METHODIST.....	9	PLAZA DEL ORO...	1
SHRINERS.....	2	L.B.J.....	2	M.D. ANDERSON...	1
JOHN SEALY.....	38	ST. JOSEPHS...	1	WEST HOUSTON....	1
PARK PLAZA.....	3	ROSEWOOD.....	1	BEN TAUB.....	1
GULF COAST.....	4	V.A.....	4	TEXAS CHILDRENS.	6
HERMAN.....	13	BELLAIRE.....	1	FORT BEND.....	2
CANCELLED.....	2	PT. NOT READY.	4	TEXAS WOMANS....	1
		PRER.....	2	DIAGNOSTIC.....	1

EMERGENCY TRANSFERS
1-1-89/12-31-89

TOTAL 29

NUMBER OF ADDITIONAL CALLS WHILE TRANSFER IN PROGRESS 44

NUMBER OF UNITS LEFT INSERVICE WHILE TRANSFERS AND ADDITIONAL CALLS IN PROGRESS:

UNITS LEFT	NUMBER OF TIMES
5	8
4	12
3	5
2	4
1	0

NUMBER OF CALLS MADE IN TRANSFER UNITS DISTRICT WHILE CALL IN PROGRESS 5

TOTAL TIME OUT OF SERVICE FOR TRANSFER UNIT DUE TO TRANSPORT 69 HOURS 49 MIN.

TIMES OF DISPATCH:

08:00... 1	14:00... 1	20:00... 1	02:00... 2
09:00... 3	15:00... 1	21:00... 1	03:00... 2
10:00... 1	16:00... 1	22:00... 1	04:00... 0
11:00... 2	17:00... 1	23:00... 0	05:00... 3
12:00... 1	18:00... 2	00:00... 2	06:00... 1
13:00... 0	19:00... 1	01:00... 0	07:00... 1

TRANSFERS BY DAY OF WEEK:

Monday..... 4
Tuesday.... 3
Wednesday.. 3
Thursday... 5
Friday..... 7
Saturday... 2
Sunday..... 5

TRANSFERS FROM:

POLLY RYON..... 15
FORT BEND..... 10
FT. BEND FAMILY HEALTH..... 4
MEMORIAL HEALTH CARE..... 0

TRANSPORTS TO:

SOUTHWEST MEMORIAL....	3	ST JOHNS.....		JEFF DAVIS.....	
ST. LUKES.....	1	METHODIST.....	2	PLAZA DEL ORO...	
SHRINERS.....		L.B.J.....		M.D. ANDERSON...	
JOHN SEALY.....	12	ST. JOSEPHS...		WEST HOUSTON....	1
PARK PLAZA.....	1	ROSEWOOD.....		BEN TAUB.....	1
GULF COAST.....	1	V.A.....	1	TEXAS CHILDRENS.	2
HERMAN.....	4	BELLAIRE.....		FORT BEND.....	
CANCELLED.....		PT. NOT READY.			

22

41 0456

COUNTY OF FORT BEND

Engineering Department

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

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

February 1, 1990

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

Re: Bois D'Arc - Fondren Right-of-Way Deed

Dear Commissioner Lutts:

Enclosed are both the "original Right-of-Way Deed" and the "Right-of-Way Map" with the area of concern highlighted.

This information is for the Court Meeting for February 5, 1990.

Should you have any questions, please call.

Sincerely,

A. J. Noto
Right-of-Way Agent

AJN/mk

enclosures

cc: Mr. Ron Drachenberg, Fort Bend County Engineer
file

LDW:rg:FONDREN.ROW:2389:010390

RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

That, **WALTER W. FONDREN, III**, of Harris County, Texas, **CAMILLE FONDREN HABERMACHER**, of Kerr County, Texas and **DORIS FONDREN ALLDAY**, of Harris County, Texas, Trustees of Trust B under the Will of Walter W. Fondren, Jr., and **DAVID MILTON UNDERWOOD**, of Harris County, Texas, hereinafter referred to as "Grantors", whether one or more, for and in consideration of the sum of **EIGHT HUNDRED FORTY NO/100 DOLLARS ($840.00)** 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 and by these presents do **GRANT, SELL** 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:

> Being 0.156 of one acre parcel of land, more or less, out of a 12+/- acre residue of that certain 1,081.9 acre tract of land in the David Randon & I. Pennington League, Abstract No. 75, Fort Bend County, Texas; said 1,081.9 acre tract being conveyed from W. O. Manning, Trustee to Mary Doris Fondren Allday, Ellanor Ann Fondren, Walter W. Fondren III, Camille Fondren Springer, Peter Fondren Underwood, and David Milton Underwood by conveyance dated February 9, 1965 and recorded in Volume 464, Page 595 of the Deed Records of Fort Bend County, Texas; said 1,081.9 acre tract being also conveyed by Deed of Executrix from the Estate of Walter W. Fondren, Jr., Deceased, to Walter W. Fondren, III, Mary Doris Fondren, and Camille Fondren Habermacher dated October 12, 1982, effective May 31, 1982 and recorded in Volume 1128, Page 746 of the Official Records of Fort Bend County, Texas; said 0.156 acre parcel being more particularly described by metes and bounds in Exhibit "A" attached hereto.

AS PER ORIGINAL

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.

IN WITNESS WHEREOF, this instrument is executed on this the 31st day of JANUARY, 1990.

WALTER W. FONDREN, III, Grantor
Trustee of Trust B under the Will of
Walter W. Fondren, Jr., Deceased

CAMILLE FONDREN HABERMACHER, Grantor
Trustee of Trust B under the Will of
Walter W. Fondren, Jr., Deceased

DORIS FONDREN ALLDAY, Grantor
Trustee of Trust B under the Will of
Walter W. Fondren, Jr., Deceased

DAVID MILTON UNDERWOOD, Grantor

41 0459

AS PER ORIGINAL

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 15th day of November, 1989, by WALTER W. FONDREN, III, Trustee of Trust B under the Will of Walter W. Fondren, Jr., Deceased.

Notary Public, State of Texas

Frances K. Bunton
(Printed name of Notary)

My Commission Expires: 4/14/90

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Harris §

THIS INSTRUMENT was acknowledged before me on this the 31st day of JANUARY, 1990, by CAMILLE FONDREN HABERMACHER, Trustee of Trust B under the Will of Walter W. Fondren, Jr., Deceased.

Notary Public, State of Texas

Frances K. Bunton
(Printed name of Notary)

My Commission Expires: 4/14/90

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 19th day of January, 1990, by DORIS FONDREN ALLDAY, Trustee of Trust B under the Will of Walter W. Fondren, Jr., Deceased.

Notary Public, State of Texas

SANDRA K. LESLIE
COMMISSION EXPIRES
APRIL 1, 1993

Sandra K. Leslie
(Printed name of Notary)

My Commission Expires: 4/1/93

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 17th day of JANUARY, 1990, by DAVID MILTON UNDERWOOD.

Tommie Baker
Notary Public, State of Texas

TOMMIE BAKER
(Printed name of Notary)

My Commission Expires: 6/30/93

EXHIBIT "A"

COMMENCING at a corner post found at the most Easterly Southeast corner of a 200.013 acre tract of land; said 200.013 acre tract lies immediately West of said 1,081.9 acre tract and was conveyed by Special Warranty Deed from the Estate of Ella F. Fondren, Deceased, to Highland Management, Inc., dated September 28, 1982, and recorded in Volume 1089, Page 165 of the Official Records of Fort Bend County, Texas; thence as follows:

North 00° 07' 10" East along the described East line of said 200.013 acre tract a distance of 1,244.89 feet to a point for angle;

North 02° 44' 00" West continuing along the described East line of said 200.013 acre tract, same being the West line of a North-South public road (width varies) commonly referred to as Bois D'Arc Lane (Montgomery Road) a distance of 116.44 feet to a five-eights inch iron rod set with T.H.D. aluminum cap;

North 88° 44' 08" East a distance of 48.26 feet to a five-eights inch iron rod with T.H.D. aluminum cap set on the West line of said 1,081.9 acre tract for the **POINT OF BEGINNING** of the herein described 0.156 acre parcel; same being on the East line of said Bois D'Arc Lane; said **POINT OF BEGINNING** bears North 00° 07' 10" East a distance of 182.78 feet from a corner post located at the existing Southeast corner of the intersection of Bois D'Arc Lane, Winner-Foster Road, Pumping Plant Road and Montgomery Road;

THENCE NORTH 00° 07' 10" East along the West line of said 1,081.9 acre tract and the East line of said Bois D'Arc Lane (established by the projection of the East line of Montgomery Road) a distance of 189.43 feet to a point for corner at the centerline of Cottonwood Bayou (also called Jones Creek);

THENCE SOUTH 37° 38' 09" East along the centerline of said Cottonwood Bayou a distance of 65.64 feet tot a point for corner;

THENCE SOUTH 01° 15' 52" East, at 75.08 feet pass a five-eights inch iron road with T.H.D. aluminum cap set on the high bank of said

Cottonwood Bayou, and continuing for a total distance of 136.52 feet to a five-eights inch iron road with T.H.D. aluminum cap set for corner;

THENCE SOUTH 88° 44' 08" West a distance of 43.50 feet to the **POINT OF BEGINNING** and containing 0.156 of one acre of land. (All Bearings and references to the East lines of the aforementioned 200.013 acre tract as described in said Special Warranty Deed).

23. CONSIDER ACCEPTING DONATION OF STATE HWY. 36 BYPASS RIGHT-OF-WAY FROM KENNETH C. MARGOLIS, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept donation of State Hwy. 36 bypass right-of-way from Kenneth C. Margolis, Pct. 4. (Recorded in minutes in full)

24. CONSIDER ACCEPTING STREETS IN PECAN GROVE PLANTATION, SEC. 7 & 8 INTO THE COUNTY ROAD MAINTENANCE SYSTEM, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following streets in Pecan Grove Plantation:

Pecan Grove Plantation, Section 8

Quarter Path Drive	1290
Woodmere Lane	440
Walnut Grove Lane	899
Briar Green Court	419
Woodfair Drive	734
Total	3782

Pecan Grove Plantation, Section 7

Roundstone Drive	635
Woodfair Drive	546
Leisure Lane	510
Country Creek Way	672
Rambling Stone Drive	1600
Shady Trail Court	190
Enchanted Path Court	192
Mossy Glen Court	294
Country Squire Drive	1463
Old South Drive	1237
Total	7339

25. 10:00 A.M.- HOLD PUBLIC HEARING FOR TRAFFIC CONTROL DEVICES IN SAN MIGUEL SUB., SEC. 6

No public comments.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham absent for vote, and Judge Stavinoha voting yes, it is ordered to accept the recommendation of County Engineer to install 3-way traffic control devices in San Miguel Subdivision, Sec. 6.

26. 10:15 A.M.-HOLD PUBLIC HEARING FOR CLOSING DRY CREEK BRIDGE ON GUBBELS RD., PCT. 1, AND CONSIDER TAKING ACTION:

No public comments.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize closing Dry Creek Bridge on Gubbels Rd., Pct. 1 effective February 6, 1990 to March 3, 1990.

27. 10:30 A.M.-HOLD PUBLIC HEARING ON THE EXTENSION OF HILLTOP & WICKS ROADS, PCT. 2, AND CONSIDER TAKING ACTION:

Ernest Zomalt, Mayor of Kendleton discussed the current problems with Hilltop & Wicks Road.

RECEIVED JAN 30 1990

41 0464 93

COUNTY OF FORT BEND

Engineering Department

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

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

January 24, 1990

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

RE: State Hwy 36 By-Pass Right-of-Way Deed

Dear Commissioner Lutts:

The enclosed original deed is a donation of right-of-way from Mr. Kenneth C. Margolis.

Parcel #2 as hi-lited on the enclosed map is the tract that's involved.

The request for acceptance and recording of this deed may be placed on the agenda at your convenience.

Should you have any questions, please feel free to call.

Sincerely,

A.J. Noto
Right-of-Way Agent

AJN:rp

enclosures-2

xc: Ron Drachenberg, P.E.,R.P.S./FBC Engineer
file

CC Copy

2-540 #23

LDW:rg:MARGOLIS.ROW:1276:111689

2187 1963

9006453

41 0465

RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

That, **KENNETH C. MARGOLIS, TRUSTEE**, of the County of Harris, 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:

> That certain 1.371 acre tract of land off the East side of the Gary A. Geick 39.3430 acre tract (Volume 925, Page 283, Fort Bend County Deed Records), out of the B.B.B. & C. Railroad Company Survey No. 17, Abstract No. 134, Fort Bend county, Texas, more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

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.

Orig. given to A.J.

41 0466

2187 1964

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 Warranty 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 by, through or under us, but not otherwise; 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.

IN WITNESS WHEREOF, this instrument is executed on this 3rd day of January, 1990.

Kenneth C. Margolis, Trustee
KENNETH C. MARGOLIS, Trustee

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS INSTRUMENT was acknowledged before me on this 3rd day of January, 1990, by KENNETH C. MARGOLIS, Trustee.

Mary Lynn Simmons
Notary Public, State of Texas

MARY LYNN SIMMONS
(Printed Name of Notary)

My Commission Expires: 4-29-93

41 0467
2187 1965

Exhibit "A"

...PER ORIGINAL

Parcel #2

A Field Note Description of a 1.371± Acre Tract of Land, for Road Purposes off the East side of the Gary A. Geick 39.3430 Acre Tract, (Vol. 925, Pg. 283; Deed Records), B.B.B. & C. Railroad Company Survey #17, Abstract #134, Fort Bend County, Texas.

Begin at the Southeast corner of said 39.3430 Acre Tract and the Southeast corner of and Place of Beginning for this Tract;

THENCE, North 89° 29' 00" West, 50.0 feet to the Southwest corner of this Tract;

THENCE, North 0° 07' 34" East, 1201.33 feet to the Northwest corner of this Tract;

THENCE, South 73° 49' 20" East, along the Southerly right-of-way line of State Highway No. 36, 52.05 feet to the Northeast corner of this Tract;

THENCE, South 0° 07' 34" West, (Equal to South 0° 2' 30" West, on Jim Dalton 258.324 Acre Tract), 1187.28 feet to the Place of Beginning and containing 1.371± Acres of Land.

Note: Not a field survey; based on available information.

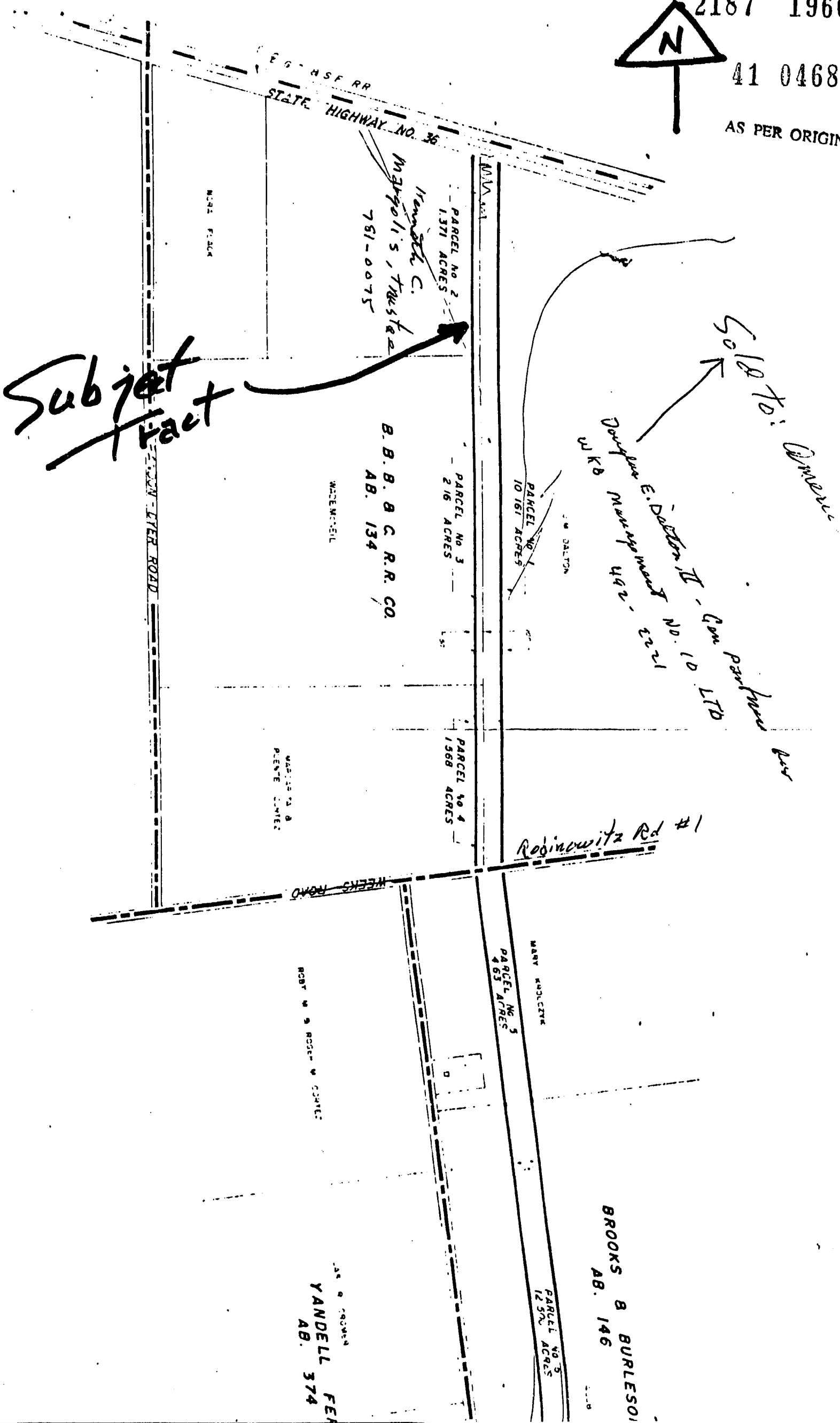
Franklin R. Schoder
Registered Public Surveyor #1535

STATE OF TEXAS
FRANKLIN R SCHODER
1535
REGISTERED
PUBLIC SURVEYOR

2187 1966

41 0468

AS PER ORIGINAL



2187 1967

41 0469

FILED

'90 FEB -6 P4:36

Diane 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.

FEB 8 1990

COUNTY CLERK OF FORT BEND COUNTY, TEXAS

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

Next Agenda

24

RECEIVED 1990

41 0470

COUNTY OF FORT BEND

Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

January 23, 1990

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

Re: Pecan Grove Plantation, Section 7

Dear Sir:

A final inspection was made on January 17, 1990, and a follow-up inspection by Marc Grant was made on January 23, 1990, of the above referenced subdivision and all deficiencies have been corrected.

The streets, along with their footage lengths; are as follows:

Roundstone Drive	635'
Woodfair Drive	546'
Leisure Lane	510'
Country Creek Way	672'
Rambling Stone Drive	1600'
Shady Trail Court	190'
Enchanted Path Court	192'
Mossy Green Court	294'
Country Square Drive	1463'
Old South Drive	1237'
Total	7339'

The "Bond" that can be released upon acceptance of roads in Commissioners' Court is #609-06-47 in the amount of $96,580.00.

If you have any questions, please call.

Sincerely,

Billy W. Eubanks

Billy W. Eubanks, P.E.
First Assistant County Engineer

BWE/mk

cc: Mr. Marc Grant, Fort Bend County Precinct 4
file

Slider
2/5 Agenda
Court Session

RECEIVED JAN 1990 24
41 0471

COUNTY OF FORT BEND

Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

January 23, 1990

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

Re: Pecan Grove Plantation, Section 8

Dear Sir:

A final inspection was made on January 17, 1990, and a follow-up inspection by Marc Grant was made on January 23, 1990, of the above referenced subdivision and all deficiencies have been corrected.

The streets, along with their footage lengths; are as follows:

Quarter Path Drive	1290'
Woodmere Lane	440'
Walnut Grove Lane	899'
Briar Green Court	419'
Woodfair Drive	734'
Total	3782'

The "Bond" that can be released upon acceptance of roads in Commissioners' Court is #609-10-47 in the amount of $53,020.00.

If you have any questions, please call.

Sincerely,

Billy W. Eubanks

Billy W. Eubanks, P.E.
First Assistant County Engineer

BWE/mk

cc: Mr. Marc Grant, Fort Bend County Precinct 4
file

25
41 0472

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

41 0473

PARKER MANAGEMENT COMPANY, INC.
TWO GREENWAY PLAZA, SUITE 600
HOUSTON, TEXAS 77046
(713) 622-0133

AS PER ORIGINAL

RECEIVED

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. 3

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? SAN MIGU. SECT 2

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 MIGU. SECT 6

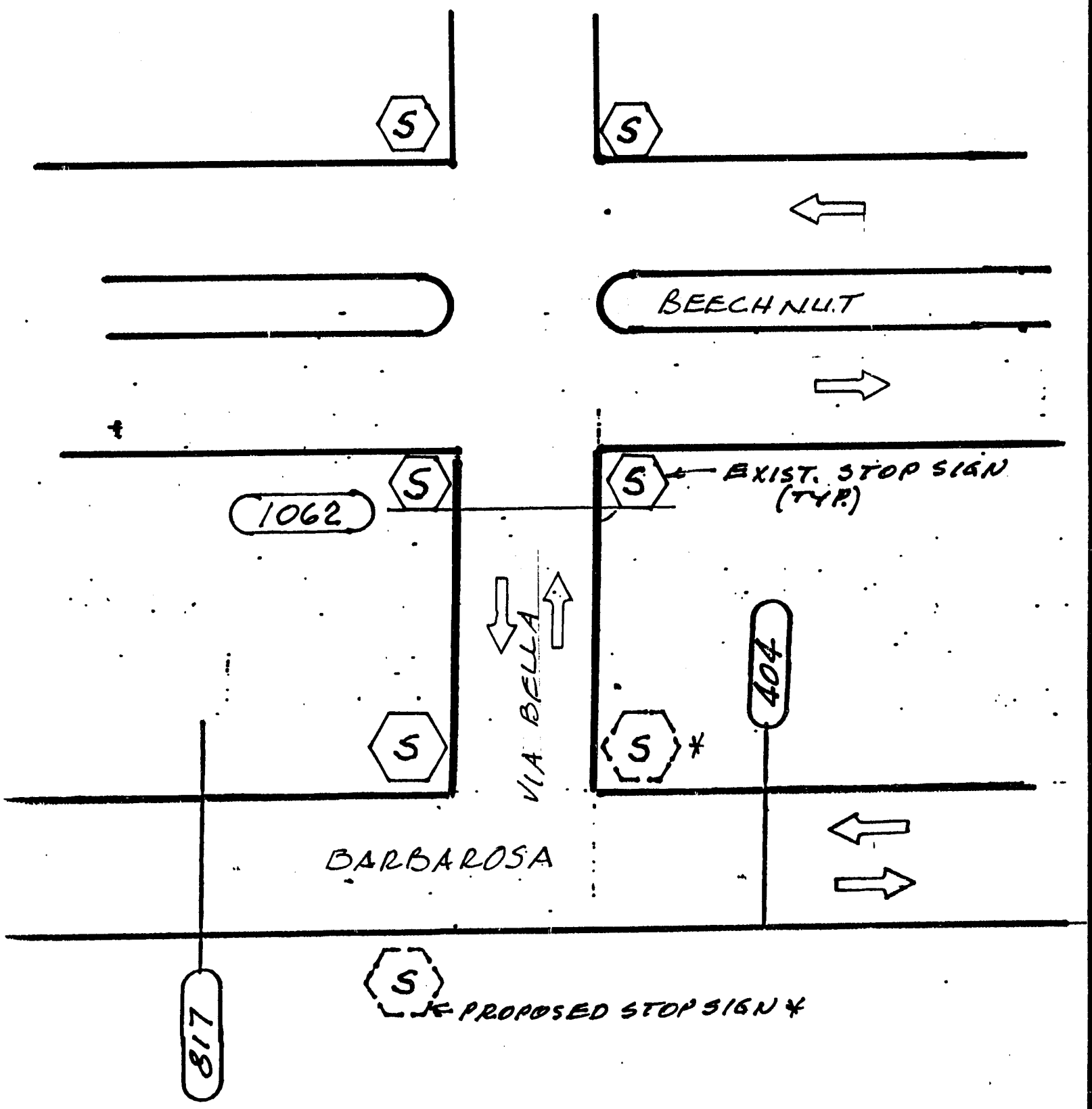
Thank you for your consideration in assisting in these matters. Could you please give me some idea of when we might expect some solutions to the problems referenced above?

Sincerely,

Linda Scarbrough

Linda Scarbrough
Propery Manager
SAN MIGUEL CIVIC ASSOCIATION

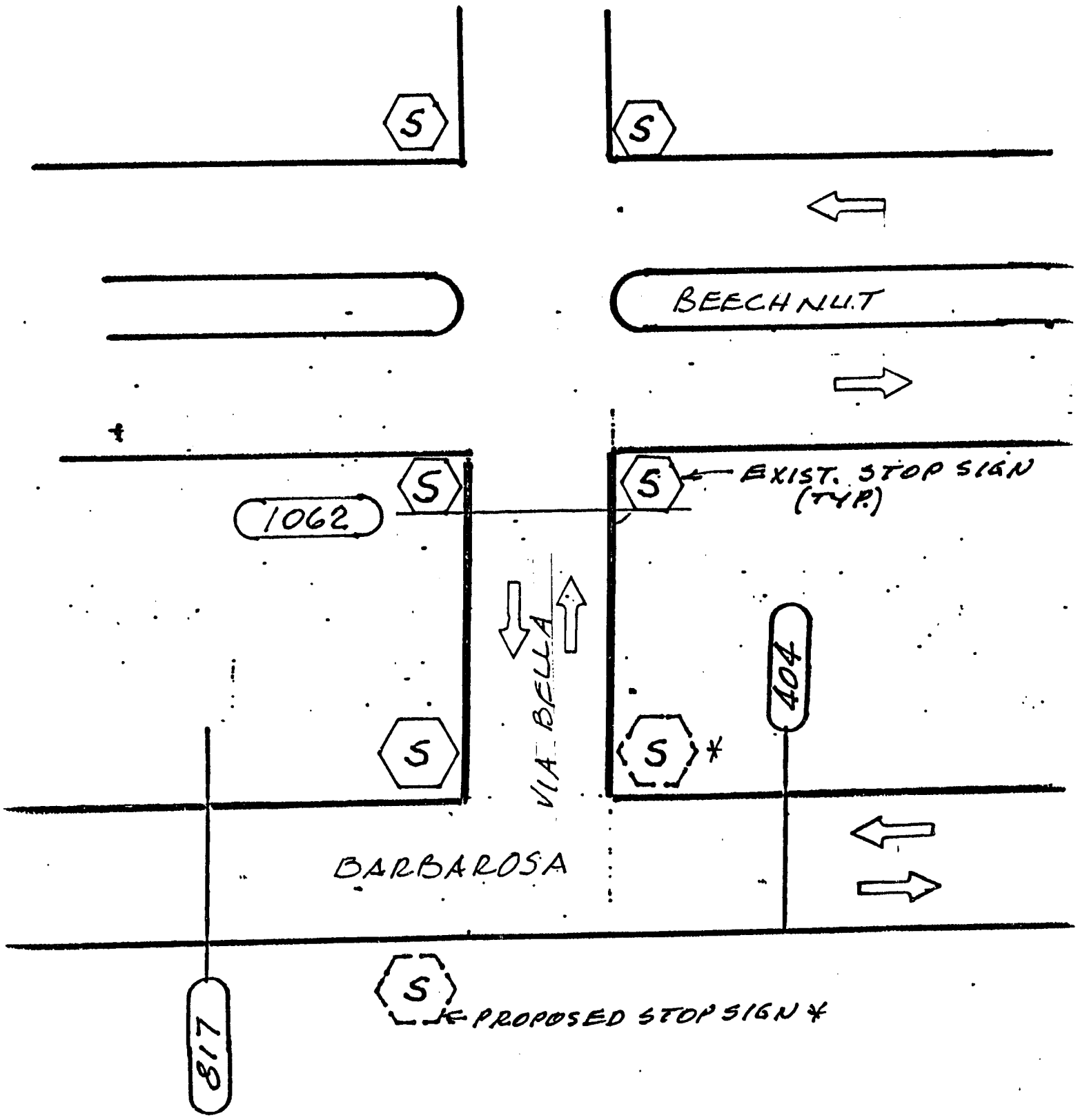
41 0474



TRAFFIC STUDY
VIA BELLA AT BARBAROSA

DEC 89

41 0 75

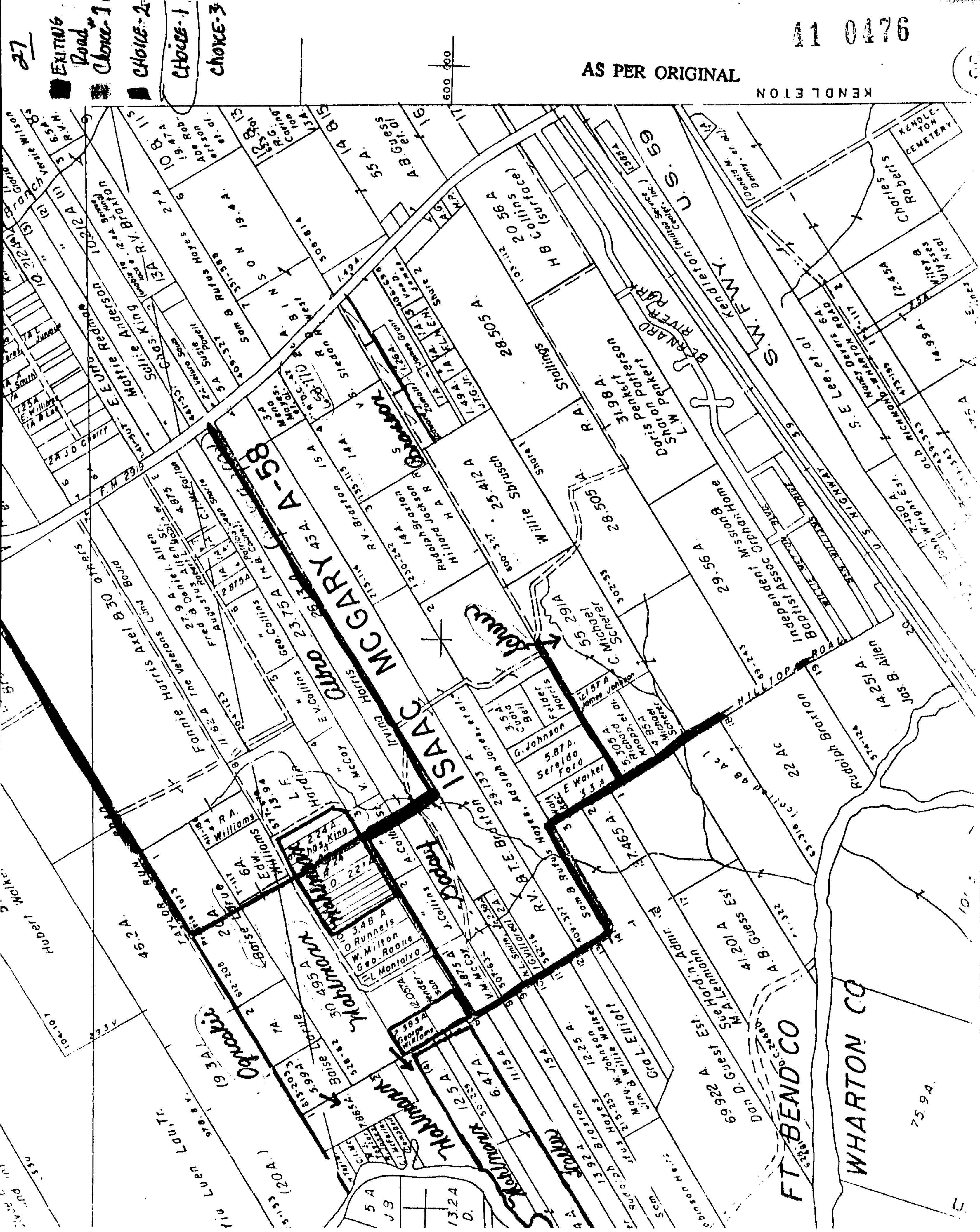


TRAFFIC STUDY
VIA BELLA AT BARBAROSA

DEC 89

41 0476

AS PER ORIGINAL



Nathan Watson, Assistant Administrative, Commissioner Precinct #2 certified to the necessary posting of public hearings.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize right-of-way agent to proceed in acquiring right-of-way along Hilltop & Wicks roads.

28. CONSIDER APPLICATION FROM HASSELL CONSTRUCTION CO. TO CONSTRUCT STREET TIE-INS INTO SOUTH LAKE VILLAGE DR., VANTAGE POINT DR., & GRAND HARBOUR DR., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Hassell Construction Co. to construct street tie-ins into South Lake Village Dr., Vantage Point Dr., & Grand Harbour Dr., Pct. 3. Performance bond in the amount of $18,000 was presented to the Court. (Recorded in minutes in full)

29. CONSIDER APPLICATION FROM JAHO, INC. TO INSTALL A WATERLINE UNDER CROSSLAKE BLVD., PCT. 4:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Jaho, Inc. to install a water line under Crosslake Blvd., Pct. 4. Performance bond in the amount of $3,252.81 was presented to the Court. (Recorded in minutes in full)

30. CONSIDER APPLICATION FROM PRIME CABLE TO LAY CABLE UNDER PALM ROYALE BLVD., DEER RUN BEND & COLONY WOODS CT., PCT. 4:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Prime Cable to lay cable under Palm Royale Blvd., Deer Run Bend & Colony Woods Ct., Pct. 4. (Recorded in minutes in full)

31. CONSIDER APPLICATION FROM GOLD STAR CONSTRUCTION TO PROVIDE ACCESS ACROSS COUNTY PARKING LOT BACKED UP TO 212 HOUSTON ST., PCT. 1:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Gold Star Construction to provide access across county parking lot backed up to 212 Houston St., Pct. 1. Cashier's check in the amount of $2,000 was presented to the Court. (Recorded in minutes in full)

32. CONSIDER APPLICATION FROM EXXON CORP. TO REPLACE A WOODEN BRIDGE WITH A CULVERT CROSSING DITCH II-C-A, PCT. 1 & 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Exxon Corp. to replace a wooden bridge with a culvert crossing Ditch II-C-A, PCT. 1 & 2. (Recorded in minutes in full)

33. CONSIDER APPLICATION FROM REDDICO CONSTRUCTION TO INSTALL STORM SEWER AND SANITARY SEWER LINES UNDER WESTHEIMER PARKWAY & PEEK RD., PCT. 3:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Reddico Construction to install storm sewer and sanitary sewer line under Westheimer Parkway & Peed Rd., Pct. 3. Performance bond in the amount of $4,400 was presented to the Court. (Recorded in minutes in full)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 5th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Hassell Construction Co., Inc. dated 1/23/90, permit no. 81125 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Sutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald 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. # 81125

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

1-23-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $18,000

8/3/87

41 0480

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 Hassell Construction Co., Inc. as principal and Highlands Underwriters 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 Eighteen Thousand & No/100 DOLLARS (18,000.00) 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 23rd, day of January, 1990.

Hassell Construction Co., Inc.
PRINCIPAL

Rozie J. Hassell
BY:

Highlands Underwriters Insurance Company
SURETY

BY: J. Frank Kelley, Jr.
Attorney-in-Fact

HIGHLANDS UNDERWRITERS INSURANCE COMPANY

HOUSTON, TEXAS

41 0481

GENERAL POWER OF ATTORNEY

AS PER ORIGINAL

KNOW ALL MEN BY THESE PRESENTS:

That the Highlands Underwriters Insurance Company, a corporation, duly incorporated under the laws of the State of Texas, doth hereby constitute and appoint J. Frank Kelley, Jr., Lawrence L. Rhodes, Lynelle R. Goff, Debra K. Morris, Kimberly D. Gimbel, William C. Kassab, Jr., Jointly or Severally of the City of Houston, State of Texas, to be its true and lawful attorney-in-fact for the following purposes, to-wit:

To sign its name as surety, and to execute, seal and acknowledge any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of the same, and to respectively do and perform any and all acts and things set forth in the appended resolution of the Board of Directors of the said Highlands Underwriters Insurance Company; provided, that the penal sum of no single one of such bonds, recognizances, obligations, stipulations or undertakings shall exceed the sum of

Unlimited Dollars ($ Unlimited); the Company hereby ratifying and confirming all and whatsoever the said attorney-in-fact may lawfully do in the premises by virtue of these presents, but reserving to itself full power of substitution and revocation.

IN WITNESS WHEREOF, the said Highlands Underwriters Insurance Company, pursuant to a resolution passed by its Board of Directors, at a meeting held on the 29th day of July, A.D., 1974, a certified copy of which is hereto annexed, has caused these presents to be sealed with its corporate seal, duly attested by the signature of its President, Senior Vice Presidents, Vice Presidents, Assistant Vice Presidents and Secretary or Assistant Secretaries this 8th day of January, A.D. 19 90.

HIGHLANDS UNDERWRITERS INSURANCE COMPANY

D. E. Wolter
Secretary

By J. L. Darnold
Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS,
CITY OF HOUSTON.

On this 8th day of January in the year 19 90 before me personally came J. L. Darnold to me known, who, being by me duly sworn, did depose and say: That he resides in Houston, Texas; that he is Senior Vice President of the Highlands Underwriters Insurance Company, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to said instrument is such corporation Seal; that it was affixed to such instrument by and under authority conferred by the Board of Directors of said corporation; and that he signed his name thereto by like authority.

NANCY T. TANKO
Notary Public, State of Texas
My Commission Expires 4-4-90.

Nancy T. Tanko
Notary Public, State of Texas

Post Office B... County Engineering ... days/week:

41-0481A

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81125

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased

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

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

General Description

see attached

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: Hassell Construction Co., Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Royce J Hassell by Jack L. Bruce
(Signature)

NAME & TITLE Royce J. Hassell, President
(Please Print)

DATE: 1/23/90
ADDRESS: P. O. Box 690507
(Street/P.O. Box)

Houston, Texas 77269
City State Zip
TELEPHONE NO: (713) 893-2570

41 0482

NOTICE OF PROPOSED CONCRETE PAVING ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. _____

PERMIT NO. _____

Formal notice is hereby given that Hassell Construction Co., Inc. proposes to construct concrete paving within the right-of-way of a County road or ditch within South Lake Village Sections 1-3, Cinco Ranch development, Fort Bend County, Texas as follows:

South Lake Village Section 1:

Proposed ***South Lake Village Dr.*** tie-in to existing Cinco Blvd. including modifications to existing Cinco Blvd. esplanade as shown on attached drawings. Location of work is on existing Cinco Blvd. ± 1400' east of existing Peek Rd.

South Lake Village Section 2:

Proposed ***Vantage Point Dr.*** tie-in to existing Peek Rd. including modifications to existing Peek Rd. esplanade as shown on attached drawings. Location of work is on existing Peek Rd. ± 1350' south of existing Cinco Blvd.

South Lake Village Section 3:

Proposed ***Grand Harbour Dr.*** tie-in to existing Peek Rd. including modifications to existing Peek Rd. esplanade as shown on attached drawings. Location of work is on existing Peek Rd. ± 3100' south of existing Cinco 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: Hassell Construction Co., Inc
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week)

Royce J. Hassell
(Signature)

NAME & TITLE: Royce J. Hassell, President
(Please Print)

DATE: 23 Jan 90

ADDRESS: P. O. Box 690507
(Street/P.O. Box)

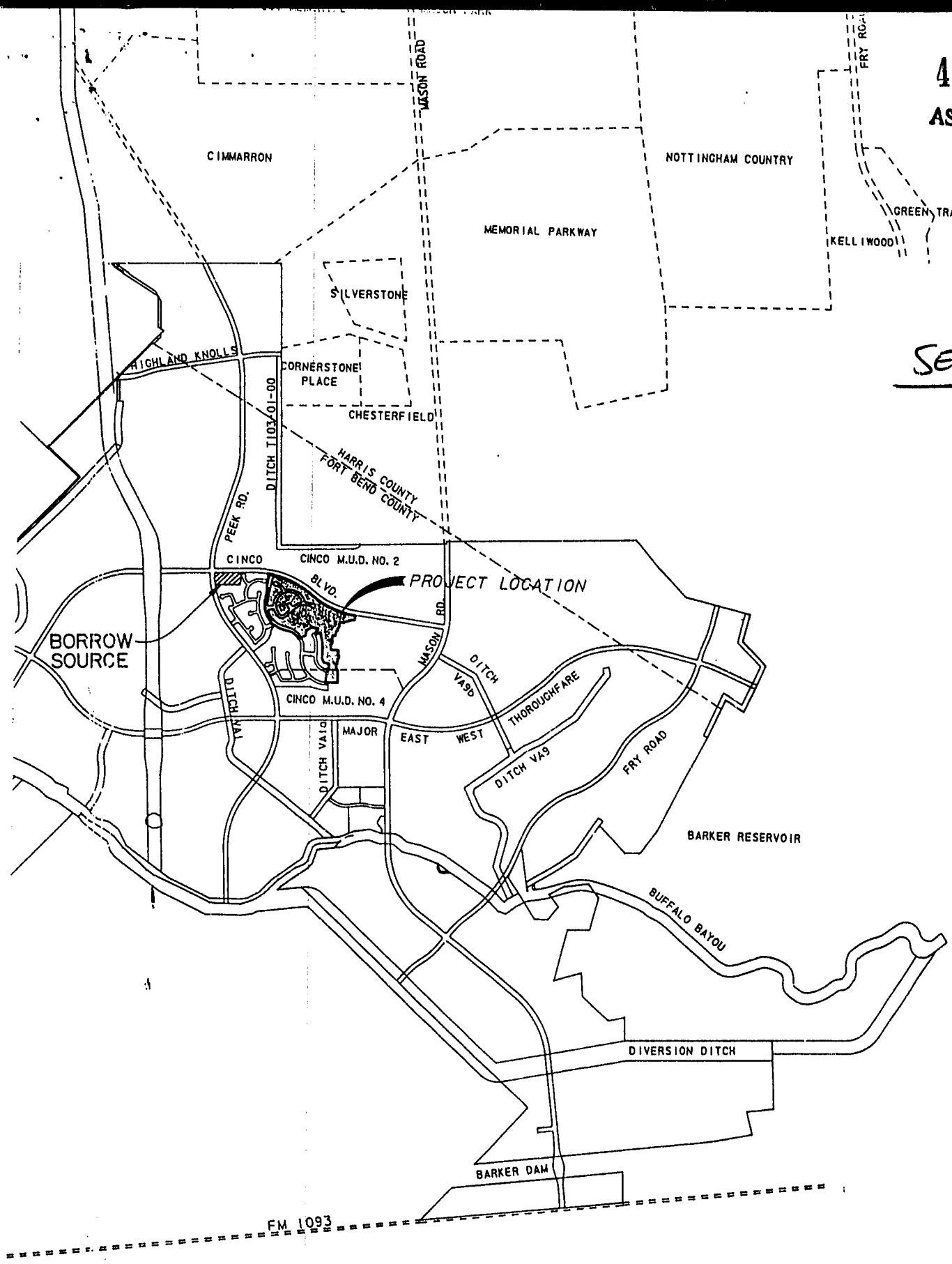
Houston, Texas 77269
City State Zip

TELEPHONE NO.: (713)893-2570

41 0483

AS PER ORIGINAL

SECT. 1



Hassell Constructio

CONTRACTOR

BY_____

TITLE_____

DATE_____

JOB NO. 23-00358-200 CONTRACT NO. 2

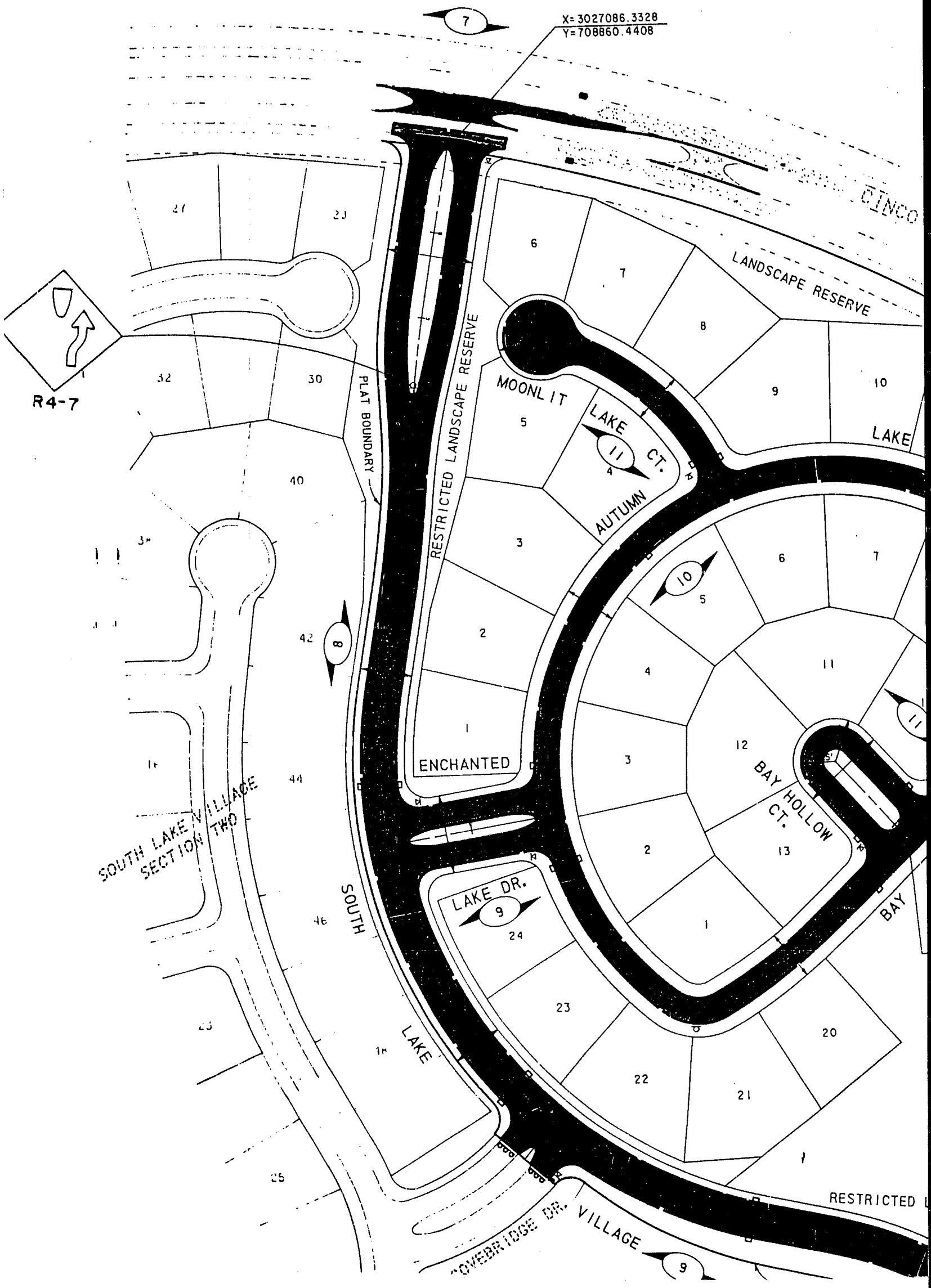
RNER COLLIE & BRADEN INC.

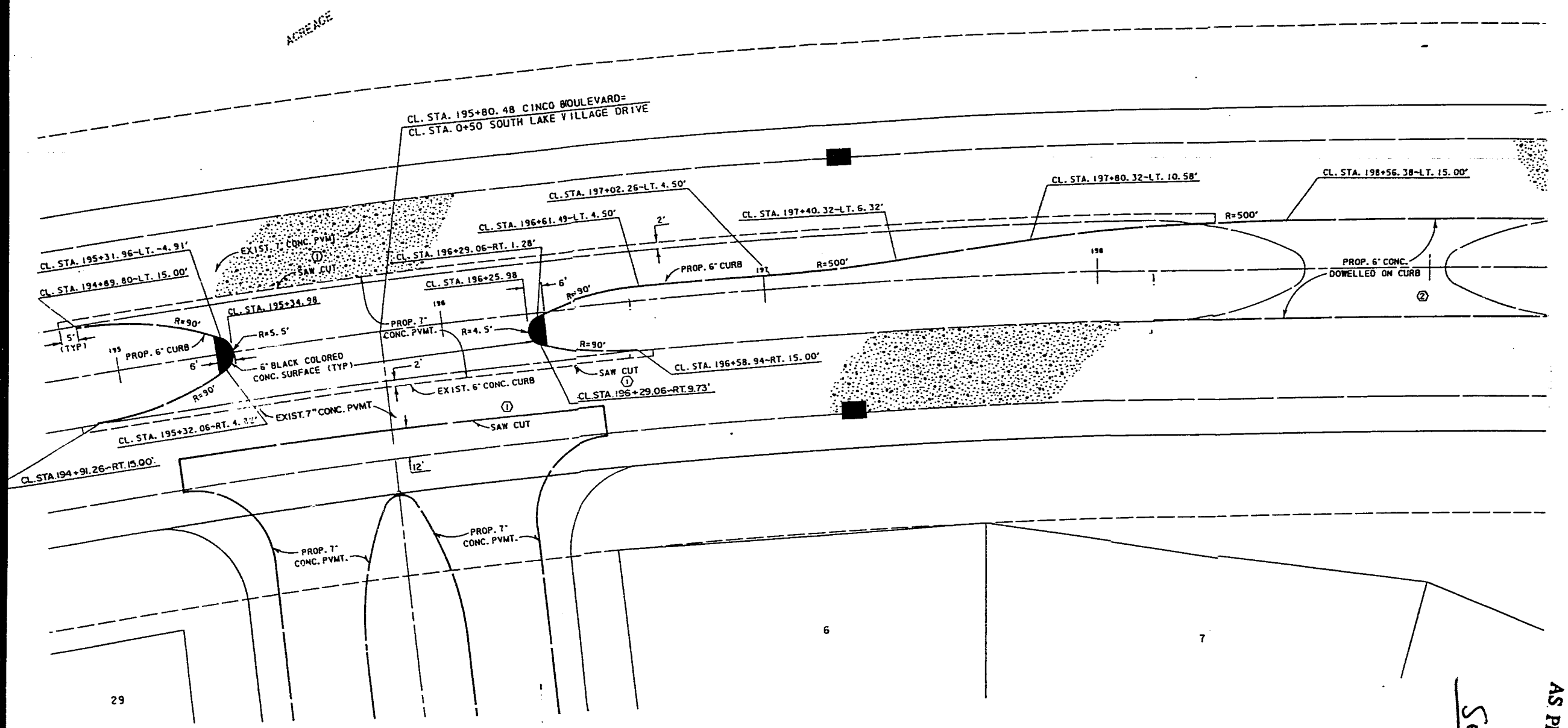
AUSTIN DALLAS HOUSTON
DENVER, COLORADO

SEPTEMBER 1989

AS PER ORIGINAL 41 0484

SECT. 1





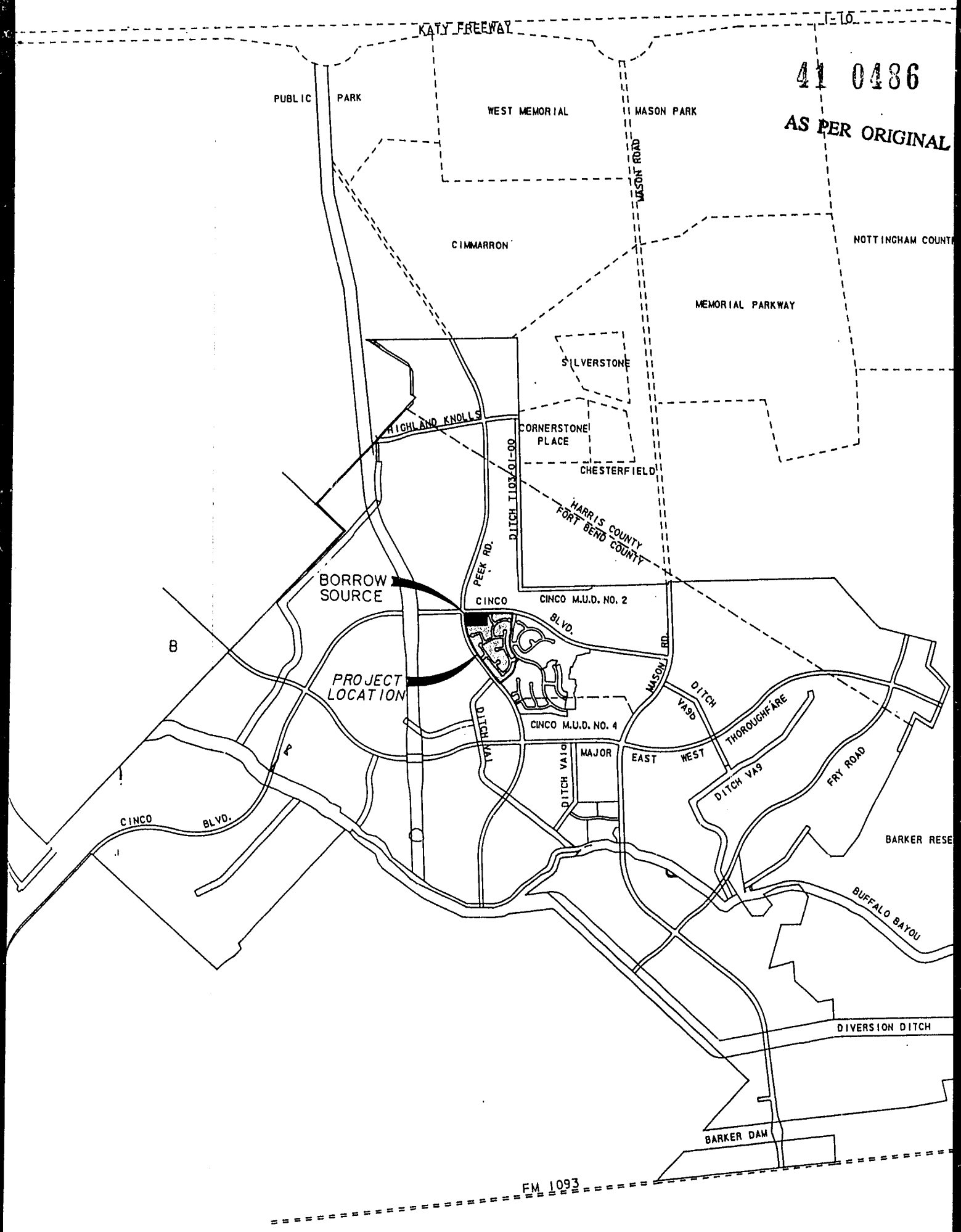
41 0485

AS PER ORIGINAL

SECT. 1

41 0486

AS PER ORIGINAL

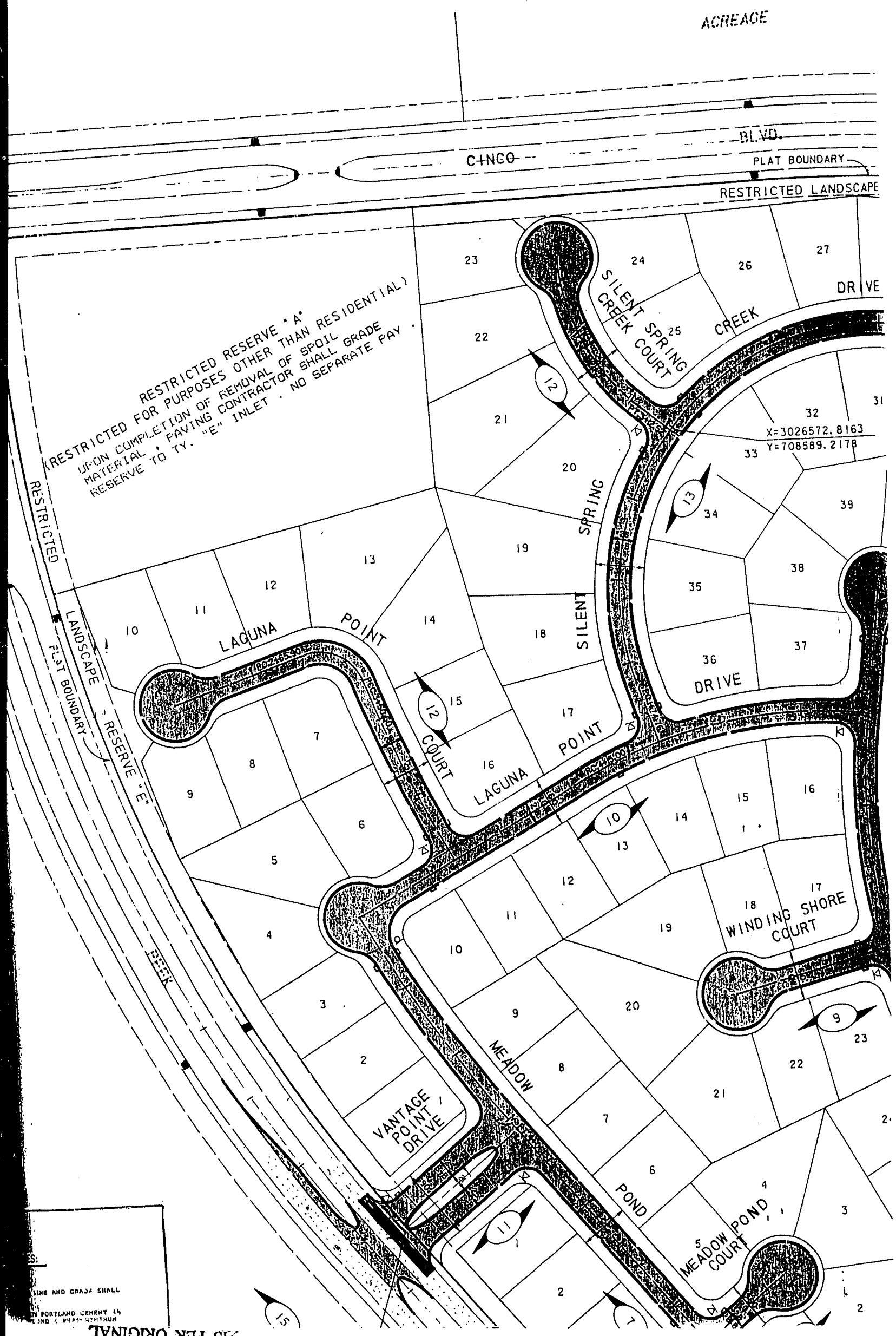


SECT. 2

JOB NO. 23-00358-205 CONTRACT

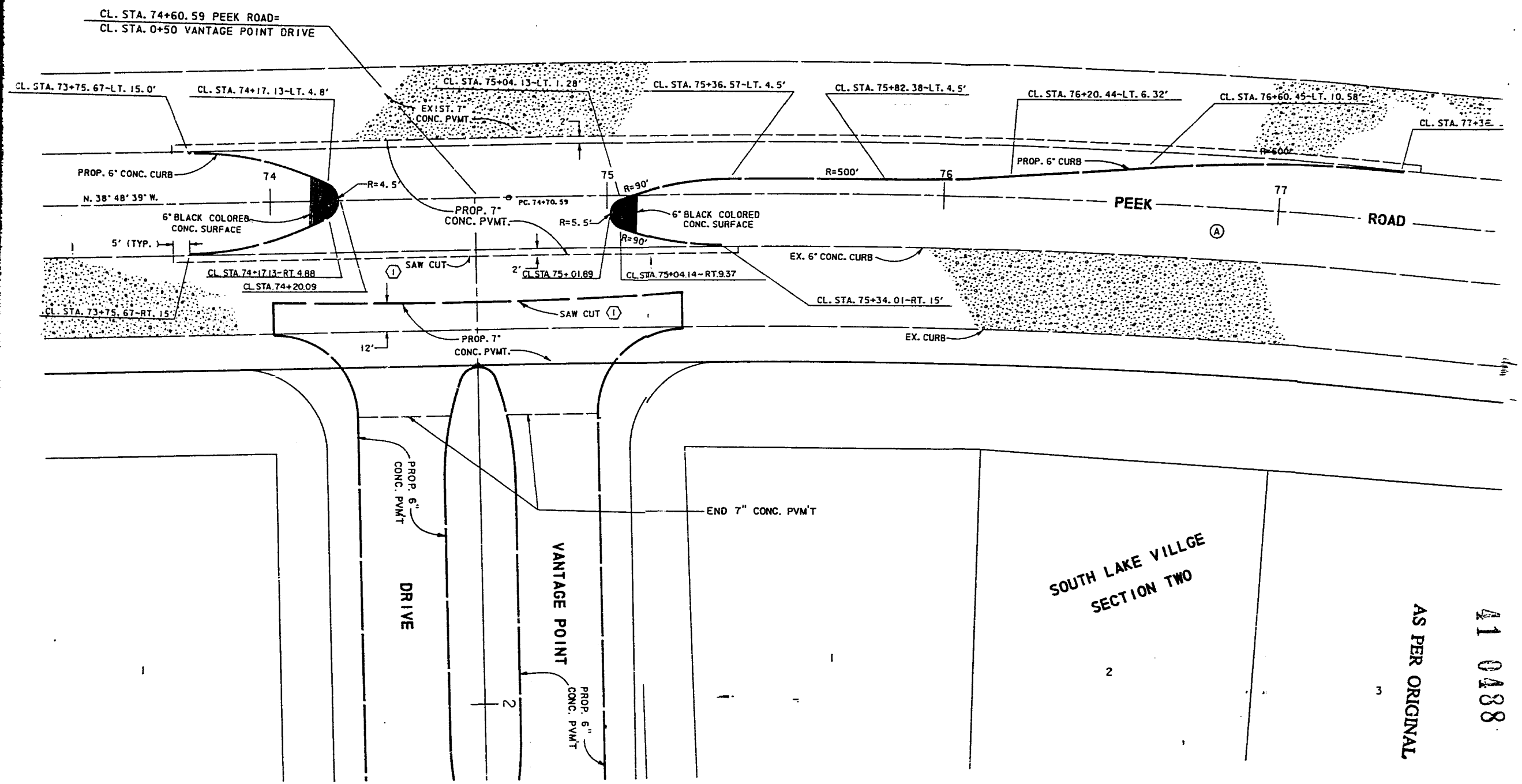
TURNER COLLIE & BR

AUSTIN DALLAS HOUSTON
DENVER, COLORADO


ACREAGE
BLVD.
CINCO
PLAT BOUNDARY
RESTRICTED LANDSCAPE
RESTRICTED RESERVE "A"
(RESTRICTED FOR PURPOSES OTHER THAN RESIDENTIAL)
UPON COMPLETION OF REMOVAL OF SPOIL
MATERIAL, PAVING CONTRACTOR SHALL GRADE
RESERVE TO TY. "E" INLET. NO SEPARATE PAY.
RESTRICTED
LANDSCAPE
PLAT BOUNDARY
RESERVE "E"
SILENT SPRING CREEK COURT
SILENT SPRING CREEK DRIVE
X=3026572.8163
Y=708589.2178
LAGUNA POINT COURT
LAGUNA POINT DRIVE
WINDING SHORE COURT
VANTAGE POINT DRIVE
MEADOW POND
MEADOW POND COURT
AS PER ORIGINAL

41 0487

ACREAGE



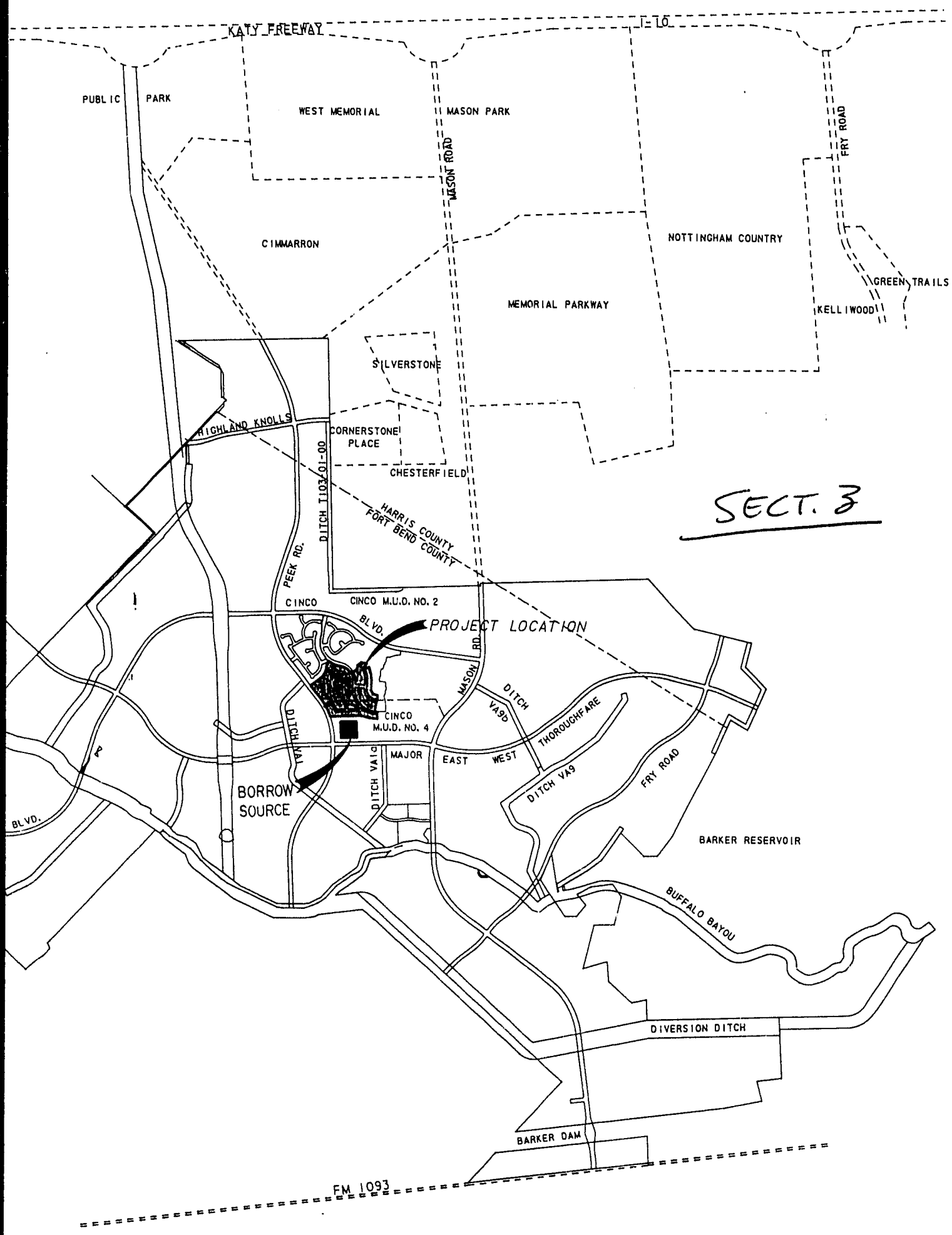
41 0488

AS PER ORIGINAL

AS PER ORIGINAL

41 0489

LAKE VILLAGE SECTION
FORT BEND COUNTY, TEXAS



SECT. 3

Hassell Cons

CONTRACTOR

BY_____

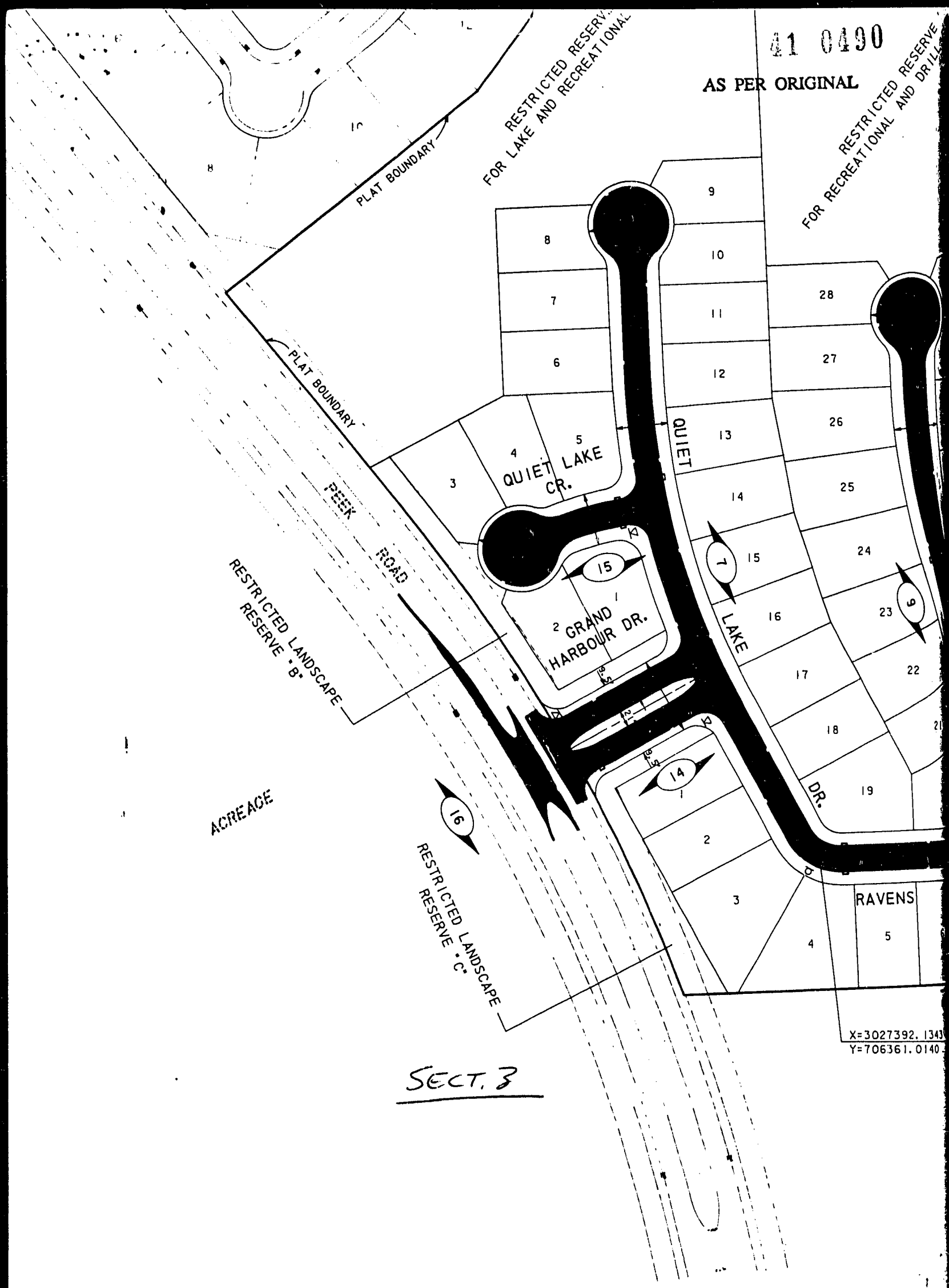
TITLE_____

DATE_____

JOB NO. 23 00358 210 CONTRACT NO.

41 0490

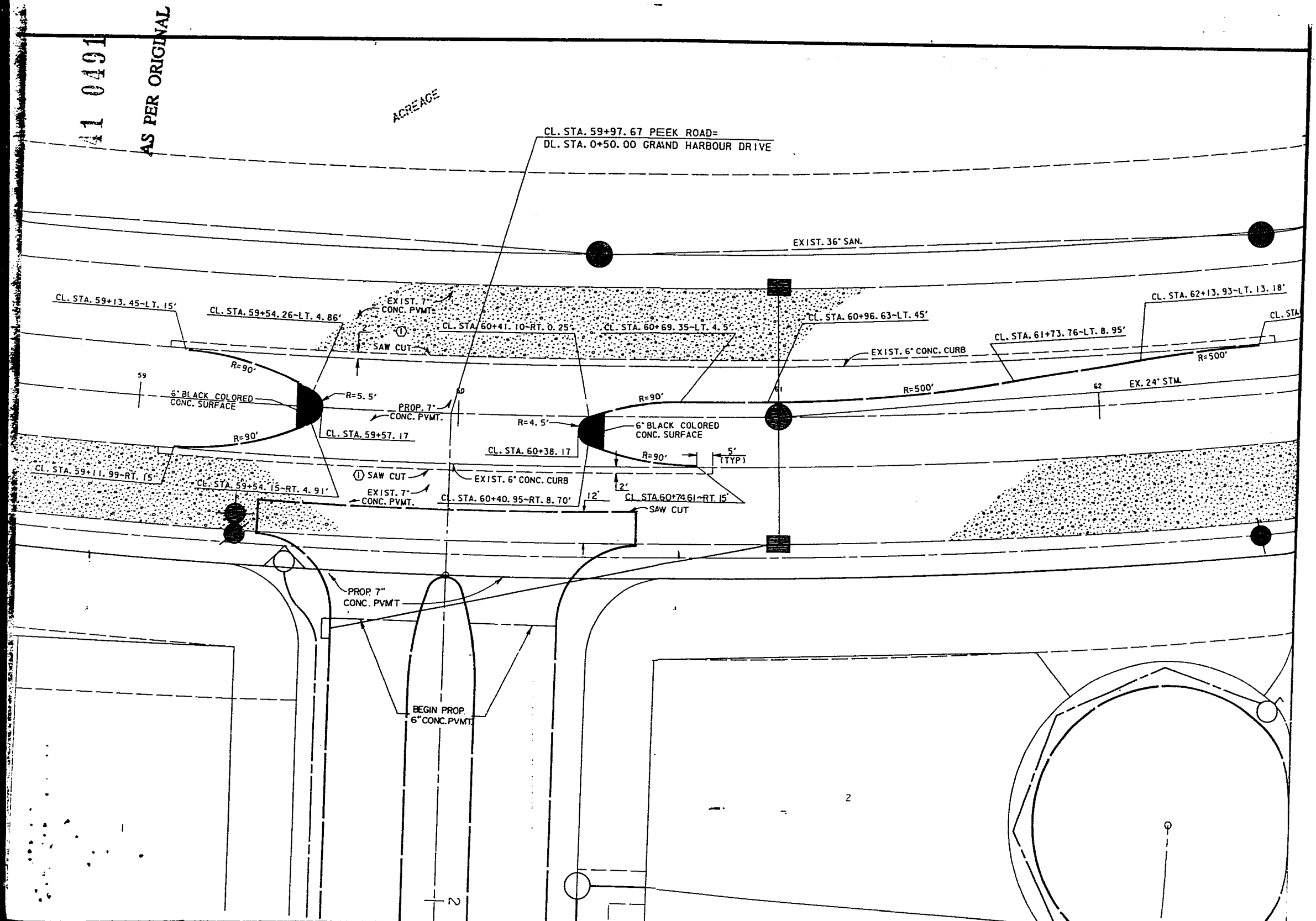
AS PER ORIGINAL



SECT. 3

41 0491

AS PER ORIGINAL



SECT. 3

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 5th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Jaho, Inc. dated 1/15/90, permit no. 81124 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Dinham, 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

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. # 81124

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

1-22-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of 3,252.81

8/3/87

COMPLAINT NOTICE
Should any dispute arise about your premium or about a claim that you filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, TX 78786.
This notice of complaint procedure is for information only and does not become a part or condition of this policy

BOND NO. 183275

41 0494

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 Jaho, Inc. 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 Three Thousand Two Hundred Fifty Two Dollars and eighty one cents DOLLARS ($3,252.81) 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 12th, day of January, 19 90.

Jaho, Inc
PRINCIPAL

BY:

Seaboard Surety Company
SURETY

BY: Bruce C. DeHart
Attorney-In-Fact

Bruce C. Dehart or Edward L. Moore or Ollie Stevens

of Humble, 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

AS PER ORIGINAL 41 0495

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 1st day of April, 1988.

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Attest:

(Seal) Diana M. Kleeset
Assistant Secretary

SEABOARD SURETY COMPANY,
By Michael B Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET ss.:

On this 1st day of April, 1988, 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

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 17th day of January, 1990

41 0496

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. 91124

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
CROSSLAKE BLVD.	118' WEST OF DOUBLE LAKE DRIVE	90	X			X

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

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

General Description

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: JAHO, INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

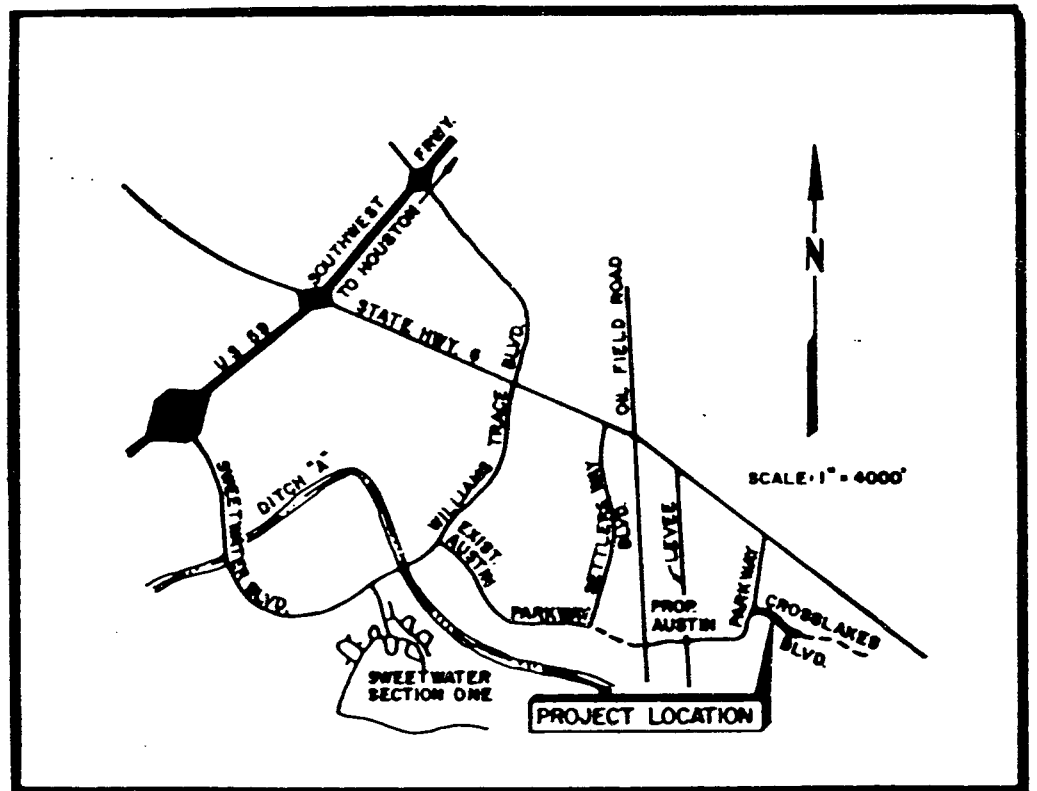
NAME & TITLE HOWARD CORDELL, PRESIDENT
(Please Print)

DATE: 1/15/90
ADDRESS: 10538 BEAUMONT HWY.
(Street/P.O. Box)

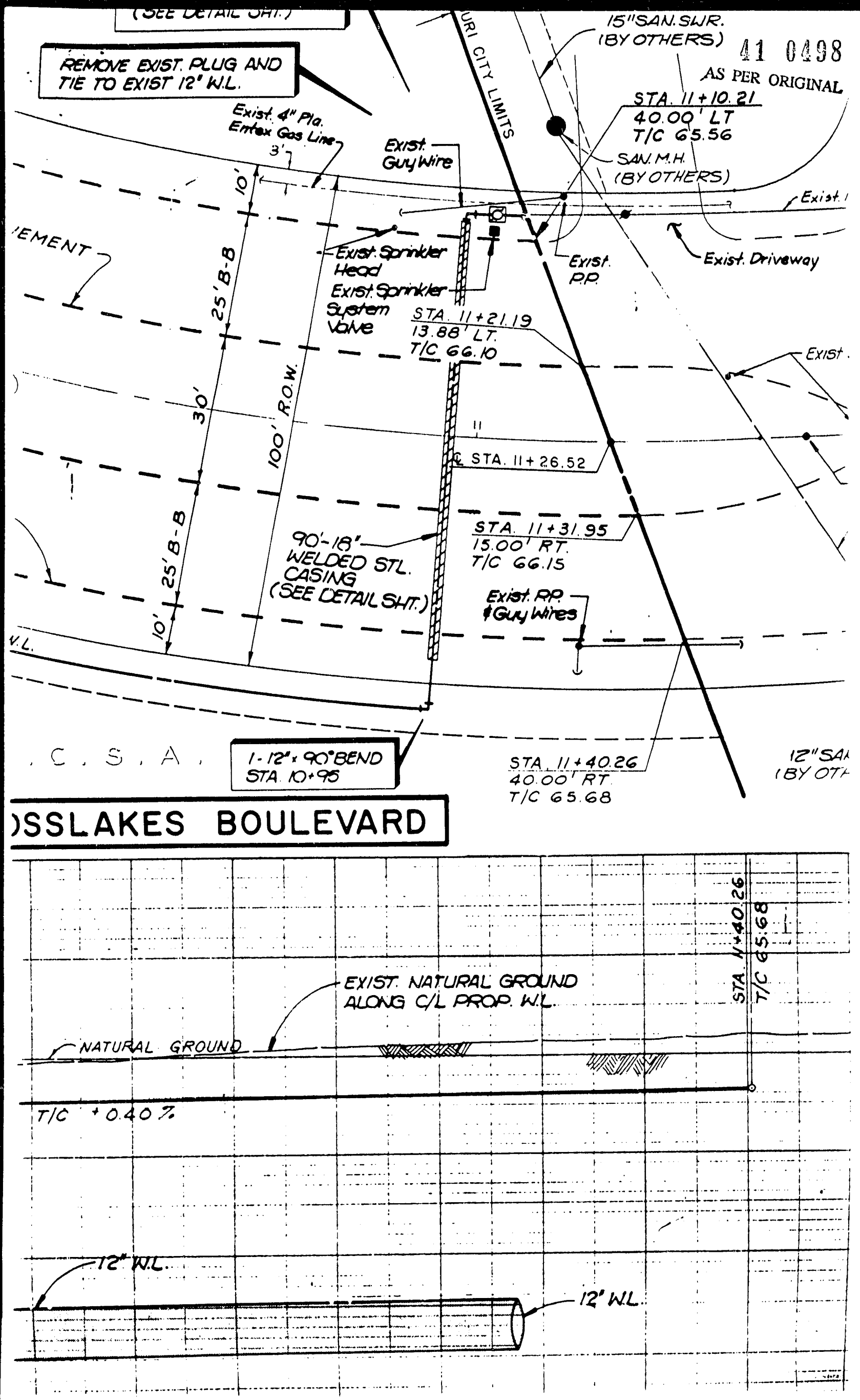
HOUSTON, TX 77078
City State Zip
TELEPHONE NO: (713) 672-2768

41 0497

AS PER ORIGINAL



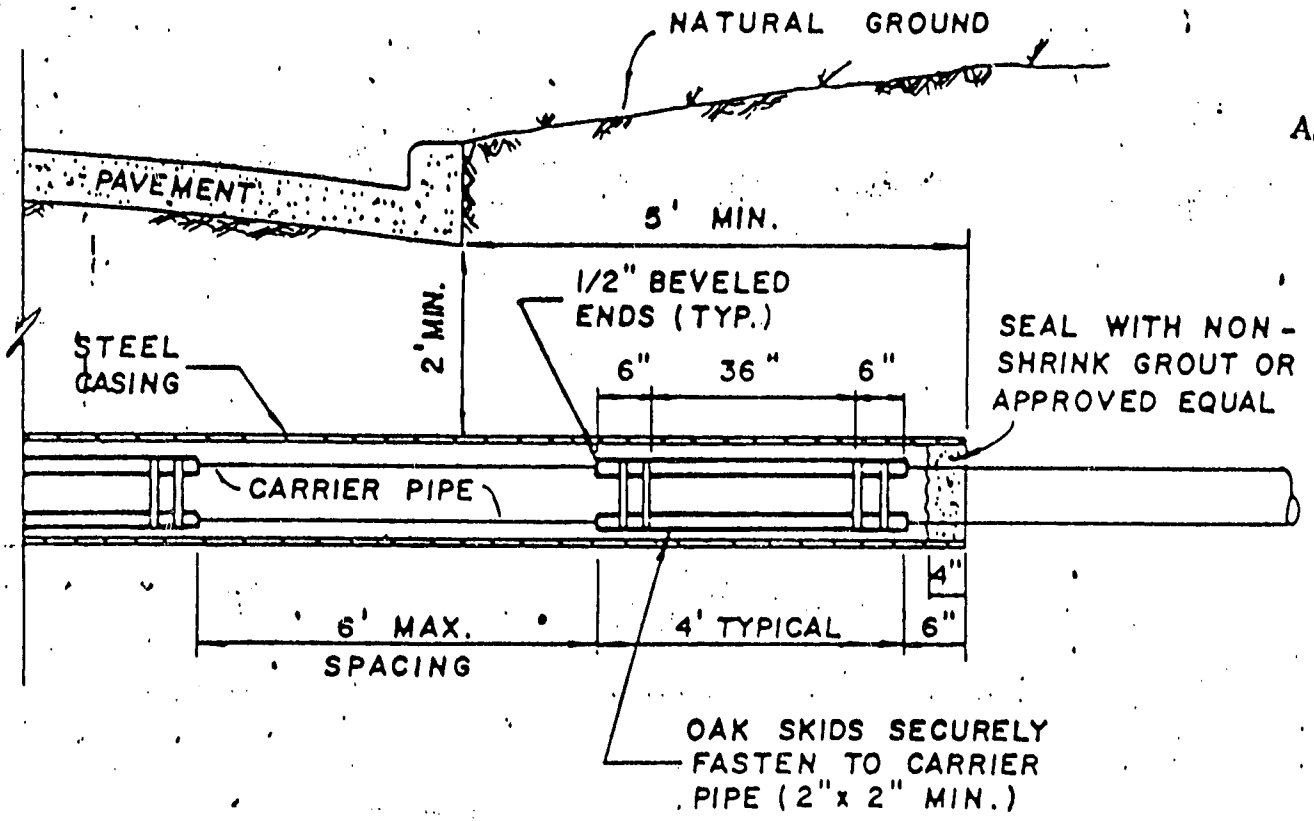
VICINITY MAP



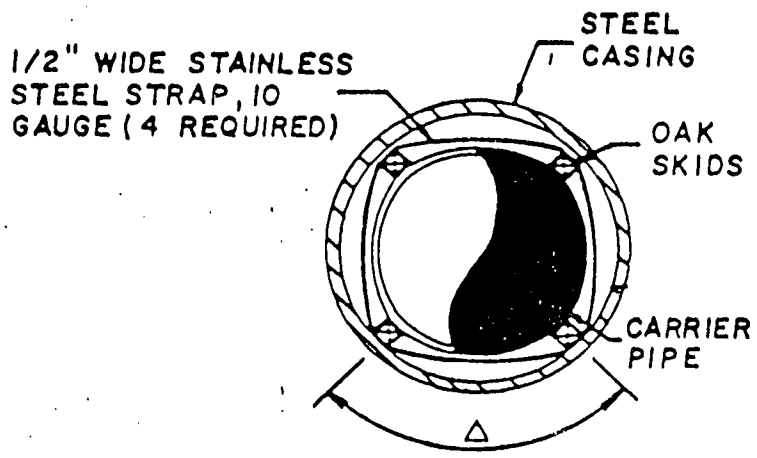
(SEE DETAIL SHT.)
REMOVE EXIST. PLUG AND TIE TO EXIST 12" W.L.
URI CITY LIMITS
15" SAN. SWR. (BY OTHERS)
41 0498
AS PER ORIGINAL
STA. 11+10.21
40.00' LT
T/C 65.56
SAN. M.H. (BY OTHERS)
Exist. 4" Pla. Entex Gas Line
3'
Exist. Guy Wire
10'
Exist.
EMENT
Exist. Sprinkler Head
Exist. Sprinkler System Valve
Exist. P.P.
Exist. Driveway
25' B-B
STA. 11+21.19
13.88' LT.
T/C 66.10
Exist.
30'
100' R.O.W.
℄ STA. 11+26.52
STA. 11+31.95
15.00' RT.
T/C 66.15
90'-18" WELDED STL. CASING (SEE DETAIL SHT.)
25' B-B
Exist. P.P. & Guy Wires
10'
W.L.
C. S. A.
1-12" x 90° BEND STA. 10+95
STA. 11+40.26
40.00' RT.
T/C 65.68
12" SAN (BY OTH
OSSLAKES BOULEVARD
STA. 11+40.26
T/C 65.68
EXIST. NATURAL GROUND ALONG C/L PROP. W.L.
NATURAL GROUND
T/C +0.40%
12" W.L.
12" W.L.

41 0499

AS PER ORIGINAL



ELEVATION VIEW



NOTES:

1. Spacing between timbers:
   = 90° for 12" and under,
   = 60° for pipe over 12".
2. Casing size and thickness shall conform to the minimum requirements of the Dept. of Public Works and other permits, as required.
3. Maintain 1/2 inch minimum clearance between the maximum outside diameter of carrier pipe and casing at all locations.
4. Dimensions are approximate only. Contractor shall install adequately sized casing to accommodate the carrier pipe.

SCHEDULE OF CASING

CARRIER PIPE	NOMINAL CASING	MIN. WALL THICKNESS (IN.)
6"	12"	0.11
8"	14"	0.15
10"	16"	0.18
12"	18"	0.20

WATER LINE CASING DETAIL

N.T.S.

TRENCH WIDTH

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 5th day of February, 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 1/16/90, permit no. 81122 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Stachelberg
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. # 81122

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
Sidney M. Shaver
Permitting Administrator

1-19-90
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

41 0502

AS PER ORIGINAL

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81122

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Palm Royale Blvd.	510' West of Deer Run Bend	120'	X			
Deer Run Bend	5' N. of Palm Royale Blvd.	90'	X			
Colony Woods Court	5' North of Palm Royale 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 Nearest Intersection	To	Distance

General Description

All construction shall be done in accordance with all county specifications.

Cable crossings shall be a minimum of 24" below bottom of road bed and encased in 2" sch 40PVC. Parallel construction shall 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)

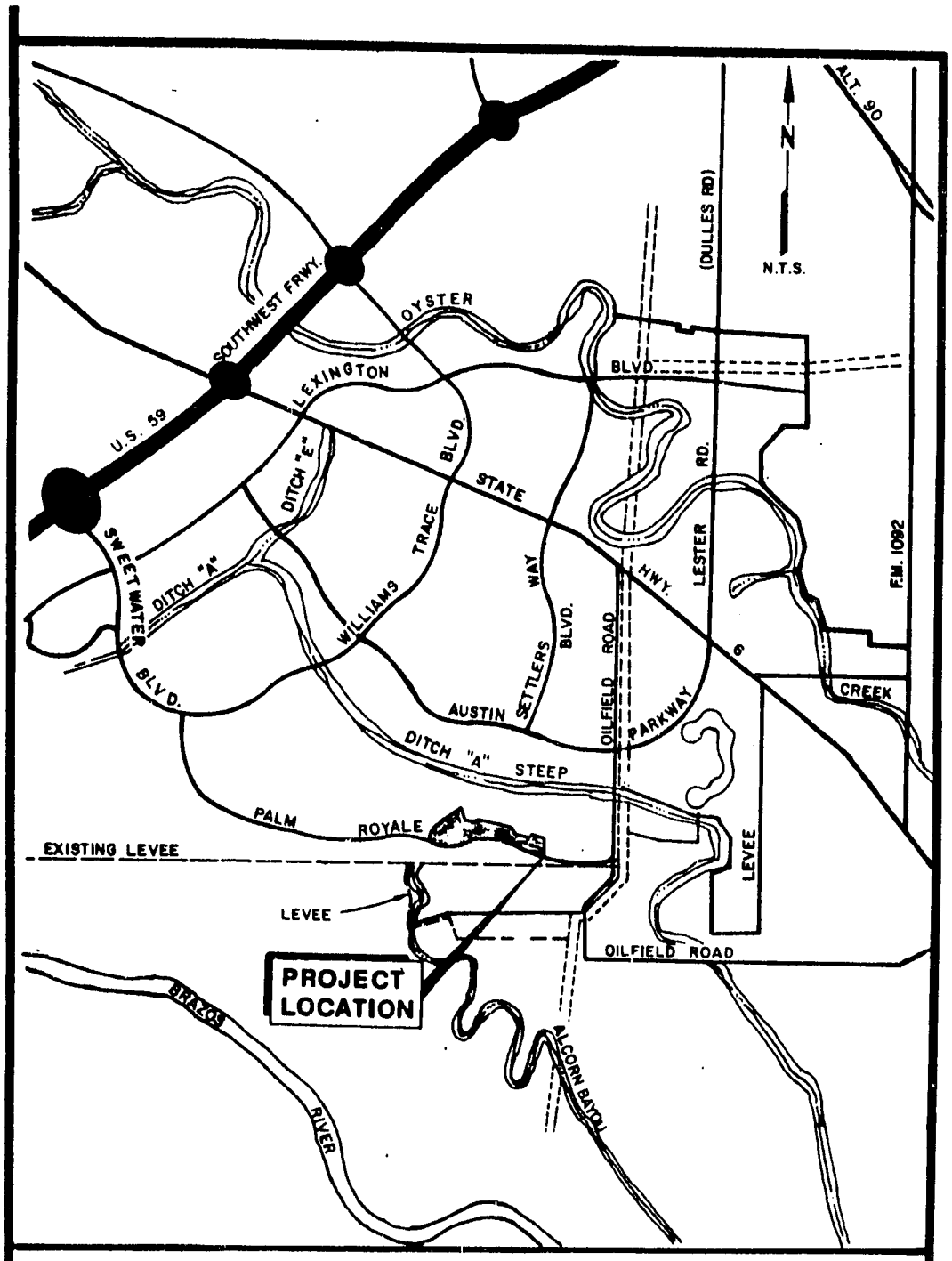
NAME & TITLE Bill McCrary-Project Supervisor
(Please Print)

DATE: January 16, 1990
ADDRESS: 13700 Vetrans Memorial Suite 140
(Street/P.O. Box)

Houston Texas 77014
City State Zip

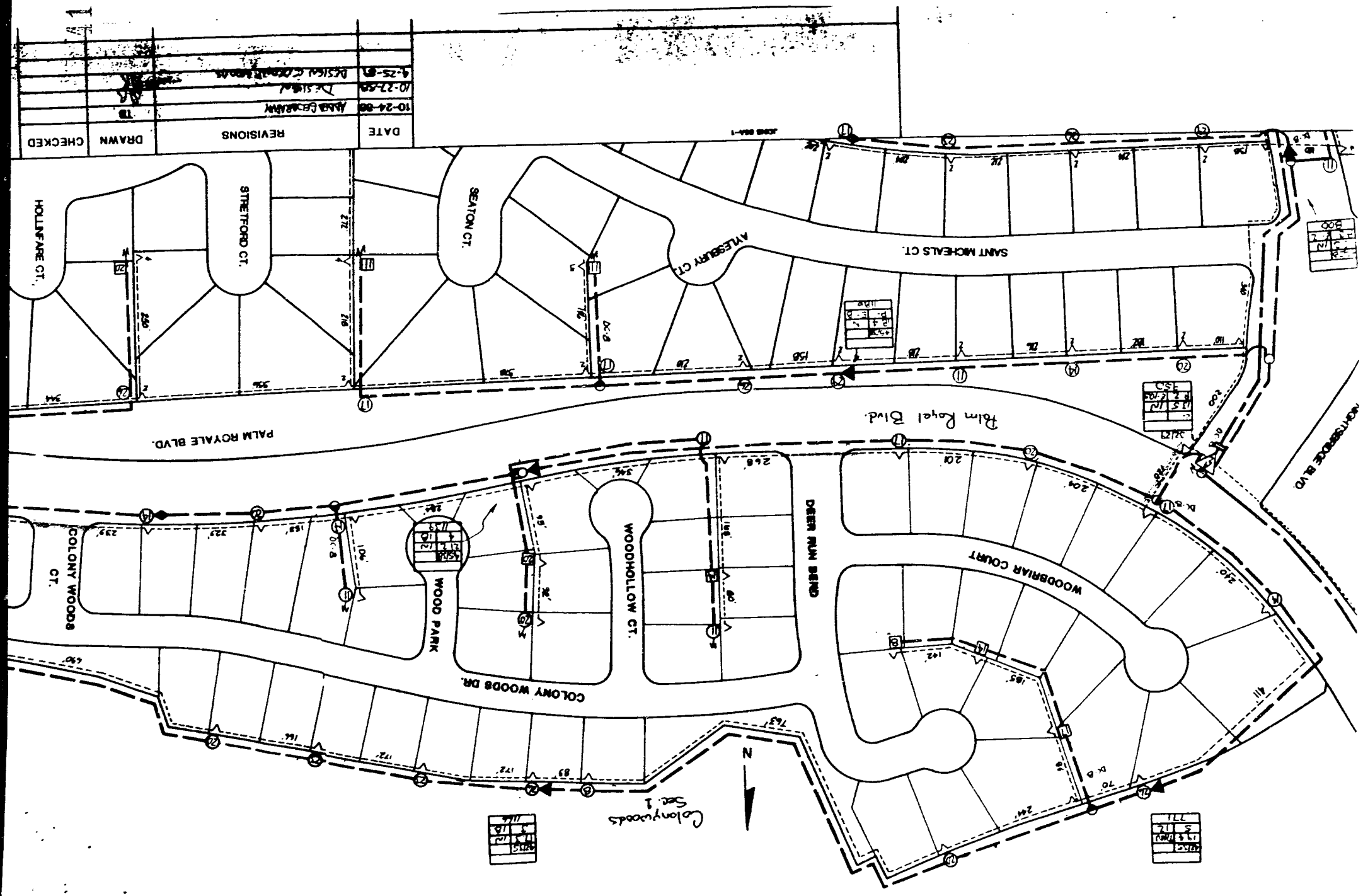
TELEPHONE NO: (713) 537-2765

41 0503



VICINITY MAP

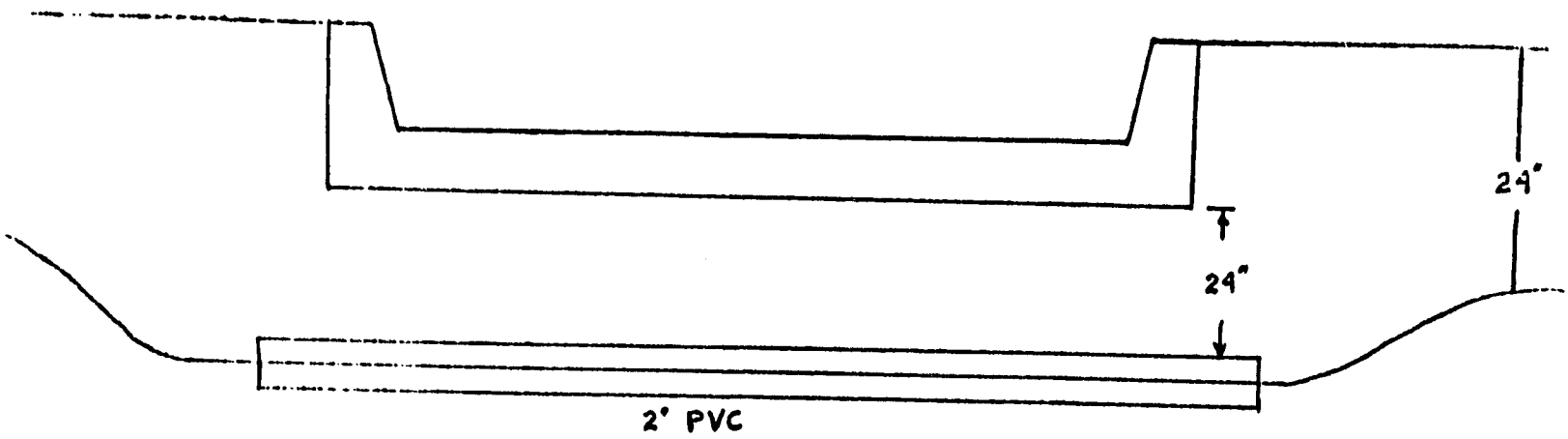
AS PER ORIGINAL



91 0504

41 0505

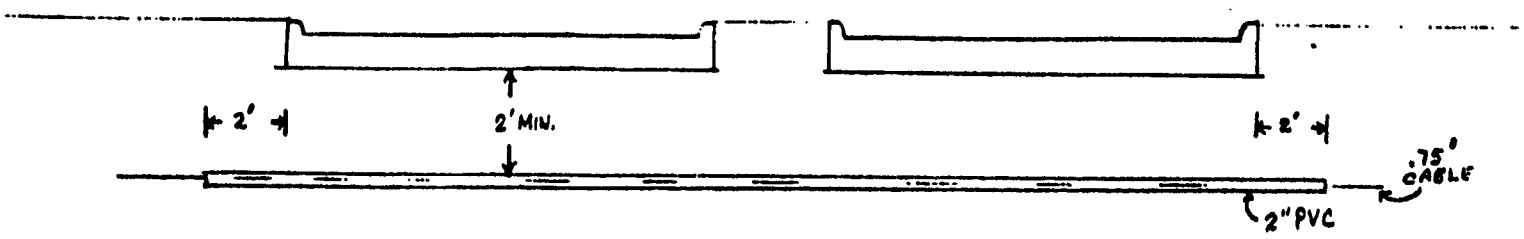
AS PER ORIGINAL



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 5th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Gold Star Construction dated 1/25/90, permit no. 81127 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Gachabey
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Aida 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. # 81127

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

1-25-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of

$ 2,000 CASHIER'S CHECK

8/3/87

41 0509

NCNB Texas

Houston Banking Center
700 Louisiana Street • Houston, Texas 77002

Cashier's Check

2160000046

REMITTER Randall Carr/
DBA Gold Star
Construction

NCNB TEXAS NAT. BK. 2,000.00 CTS

DATE January 25, 1990

$***2000.00***

PAY TO THE ORDER OF: **Fort Bend County**

TELLER S Sluss

AMOUNTS $50,000.00 AND OVER REQUIRE TWO SIGNATURES

Shirley Kocash, AC

AUTHORIZED SIGNATURE(S)

⑈2160000046⑈ ⑆113000023⑆ ⑈4140264989⑈

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)

41 0510

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 81127

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased

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

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

General Description

Access Across County Parking lot Backed up to 212 Houston St. No Work to be performed to the County, work is for Friendship Assembly of God Church, SEE ADDITIONAL INFORMATION 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: GOLD STAR CONSTRUCTION
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Randall Carr
(Signature)

NAME & TITLE RANDALL CARR (OWNER)
(Please Print)

DATE: 2/25/90
ADDRESS: 802 Country Club Dr.
(Street/P.O. Box)

Richmond Tx 77469
City State Zip

TELEPHONE NO: 341-0128

41 0511

GOLD STAR CONSTRUCTION
802 Country Club Drive
Richmond, Texas 77469
713/341-0178

1-24-90

ADDITIONAL INFORMATION

I Randall Carr dba Gold Star Construction hereby submits this information for the permission to cross onto the parking lot as shown on the plans and map. I will take all precautionary measures to keep from doing any damage what so ever to this lot.

I am also putting up a $2000.00 Cashiers check made payable to Fort Bend County to cover if there is any damage. This deposit is to be refunded back to Gold Star Construction at the completion of this work and after the parking lot has been inspected by your dept. in charge of parking lot maintance.

Thank You

Randall Carr

Randall Carr dba Gold Star Construction

SEE PERMIT #81127

Permission Granted by

41 0512

GOLD STAR CONSTRUCTION
802 Country Club Drive
Richmond, Texas 77469
713/341-0178

1-22-90

Dear Sirs

I Randall Carr DBA Gold Star Construction, hereby ask for the permission by writing this letter to access across the parking lot on 3rd street to pour the foundation for an addition at the Friendship Assembly of God Church at 212 Houston Street.

I hereby guarantee there will be no damage what so ever to this parking lot, and that if there is that Gold Star Construction will pay for and do any repairs that might need to be done. I remember the ground work that was done to prepair for this parking lot, so that is why I feel there will be no damage to it.

We would like to pour this foundation on the 23rd or the 24th and there will no disruption to public that park in this lot.

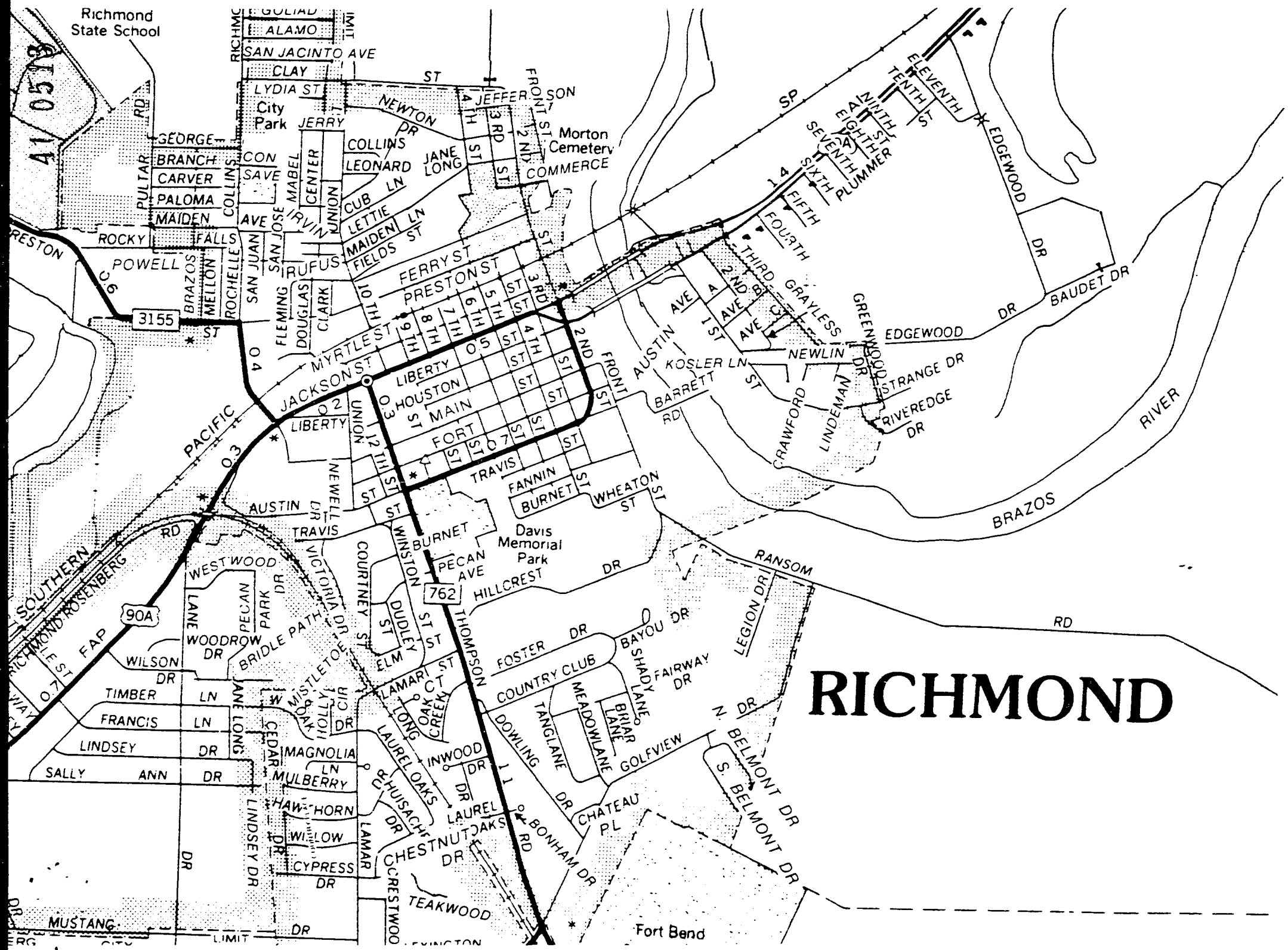
Thank You

Randall Carr

Randall Carr
DBA Gold Star Construction

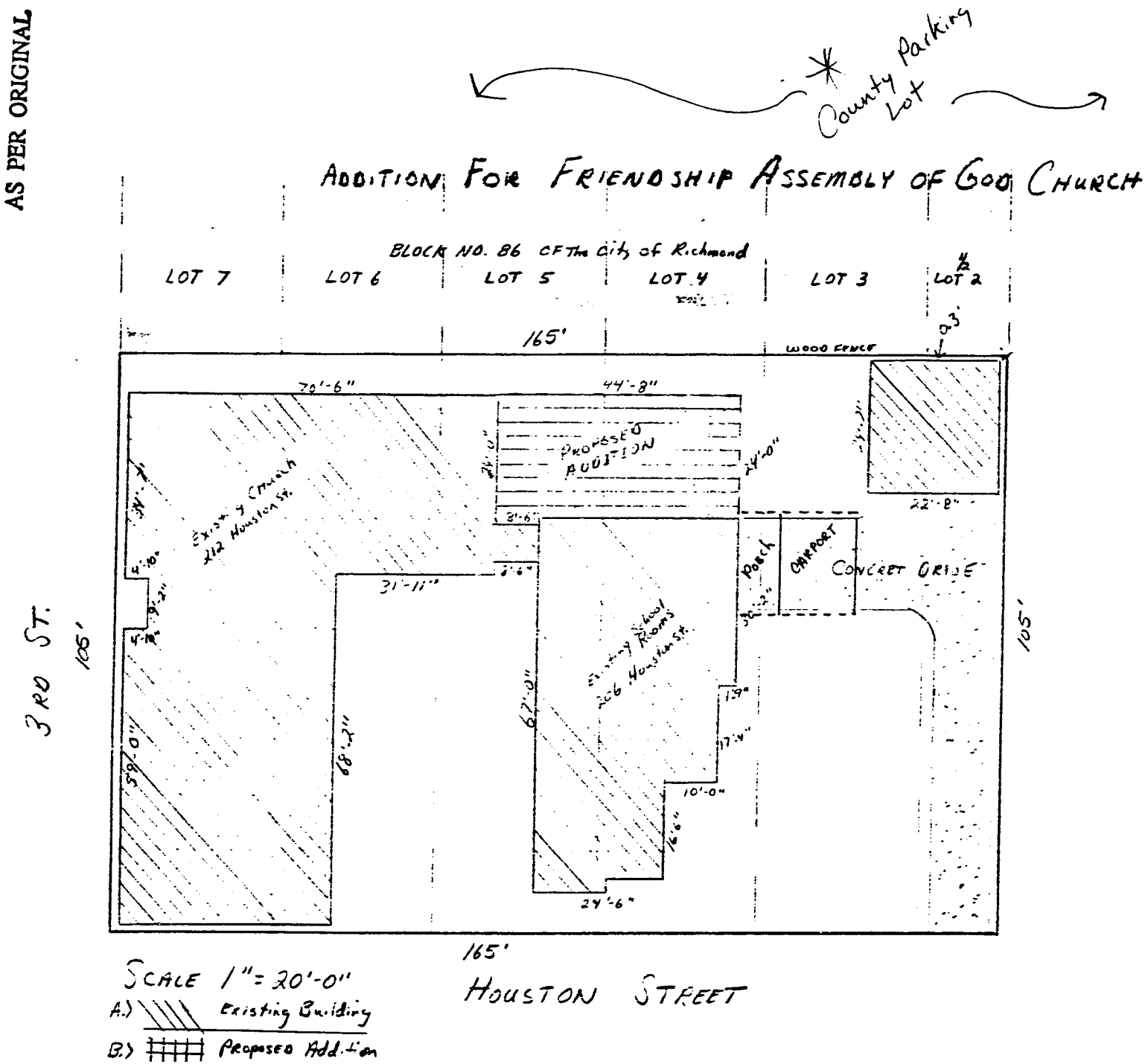
Official in Charge

AS PER ORIGINAL



41 0514

AS PER ORIGINAL



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 5th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Exxon Corp. dated 1/16/90, permit no. 81126 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Arnold Brackenberg
COUNTY ENGINEER

BY [signature]
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. # 81126

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

1-24-90
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

L (2) Bond

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

LETTER OF INDEMNITY

8/3/87

COUNTY OF FORT BEND

41 0517

Engineering Department

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

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

3403 Avenue I
Phone: 342-3039

REVIEW FORM

On 1-26-90 (date) the Drainage Dist. (department/office) reviewed the:

1. Construction Plans _____
2. Plat _____
3. Permit #81126, Exxon Corp. - Ditch II-C-1

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

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)

41 0518

TO COUNTY OF FORT BEND

PRECINCT NO. 1 & 2
PERMIT NO. 81126

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 Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
II-C-1	approximately 4260' east of Oil Field Road	20'				

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
~~II-C-1~~	~~approximately 4260' east of Oil Field Road~~		~~20 feet~~

General Description

Three-8' tanks will be installed within the ditch in accordance with Plat No. 3977 130 00 G 0001, in replacement of an existing wooden bridge.

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.

Form Approved
By

Trade Approved
By

Permits Approved
By

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.

** Please return permit, and direct all communications relative to this permit to Mr. A. L. Cross at the listed address and telephone number.

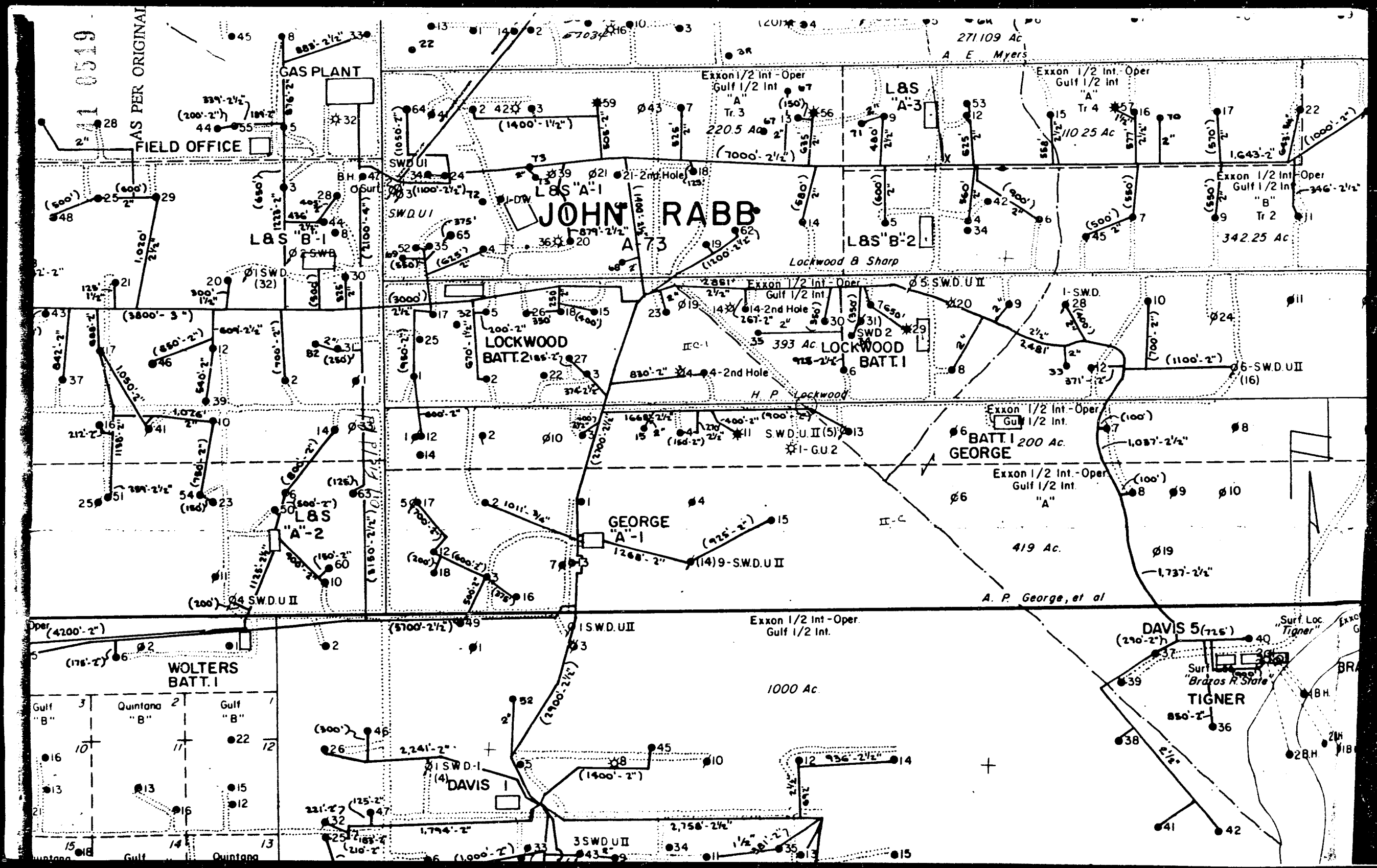
COMPANY NAME: EXXON CORPORATION
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

B. L. Noble
(Signature)

NAME & TITLE B. L. Noble-Agent and Attorney-In-Fact
(Please Print)

DATE: 1/16/90
ADDRESS: P. O. Box 4697
(Street/P.O. Box)

Houston Texas 77210-4697
City State Zip
TELEPHONE NO: 713/775-6941


AS PER ORIGINAL
GAS PLANT
FIELD OFFICE
JOHN RABB
A-73
L&S "A"-1
L&S "B"-1
L&S "A"-2
L&S "A"-3
L&S "B"-2
LOCKWOOD BATT. 2
LOCKWOOD BATT. I
GEORGE "A"-1
BATT. I GEORGE
WOLTERS BATT. I
DAVIS I
DAVIS 5
TIGNER
Exxon 1/2 Int.-Oper
Gulf 1/2 Int
"A" Tr. 3
220.5 Ac
"A" Tr 4
110.25 Ac
"B" Tr 2
342.25 Ac
271.109 Ac
A. E. Myers
Lockwood & Sharp
393 Ac
H. P. Lockwood
200 Ac.
419 Ac.
A. P. George, et al
1000 Ac.
Surf. Loc. "Tigner"
Surf. Loc. "Brazos R. State"
Gulf "B"
Quintana "B"

41 0520

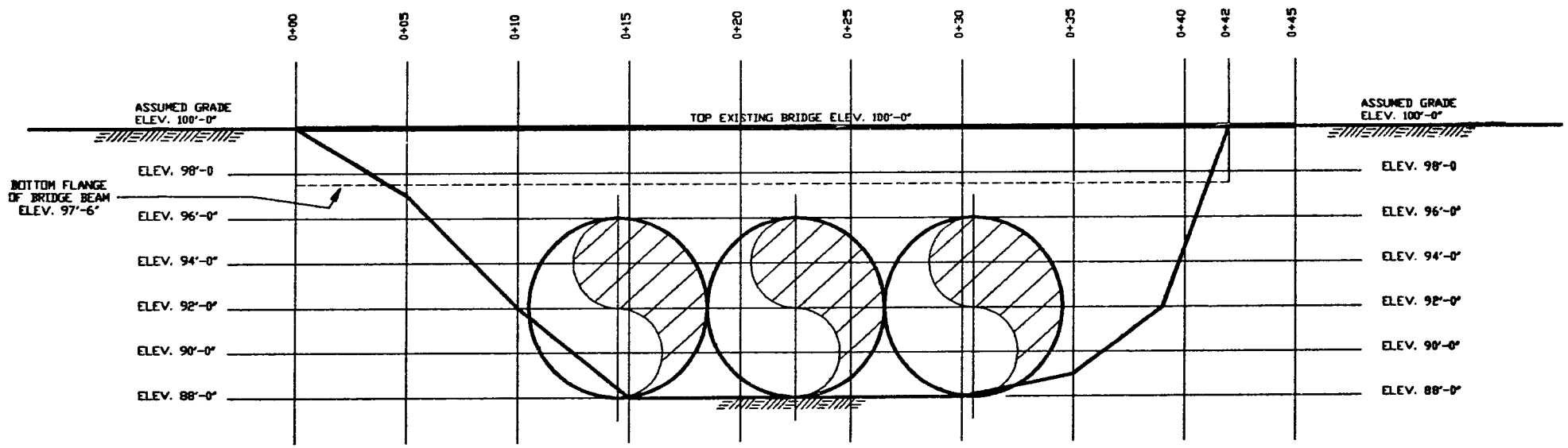
AS PER ORIGINAL

LEGEND

AREA OF OPENING UNDER BRIDGE = 274 SQ. FT.

50% OF OPENING UNDER BRIDGE = 137 SQ. FT.

AREA OF THREE 8'-0" O.D. x 20'-0" LG. CULVERTS = 150.8 SQ. FT.



PROFILE OF 8'-0" O.D. (3 BARREL) CULVERT CROSSING ROAD

NO.	DATE	REVISION	BY	CHK.	APPR.	MF.

NO.	DATE	REVISION	BY	CHK.	APPR.	MF.
0	[illegible]	ORIGINAL DRAWING AS BUILT	[illegible]	[illegible]	[illegible]	

EXXON CORPORATION
PRODUCTION DEPARTMENT
CENTRAL DIVISION
HOUSTON, TEXAS

8'-0" O.D. (3 BARREL) CULVERT
CROSSING GRAVEL ROAD
THOMPSONS FIELD
THOMPSONS FIELD FT. BEND COUNTY, T

SCALE	REVISION	DATE	SIZE	DIVISION	FIELD	PROJECT	BLANK	TYPE	DRAWING
3/8"=1'-0"	0	1989	E	TX	3977	130	00	G	0001

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 5th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Reddico Construction Co., Inc. dated 1/22/90, permit no. 81128 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Dinham, seconded by Commissioner Dinham, 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 Marshalay
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.

41 0522

Appl. # 81128

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

1-29-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of 4,400.00

8/3/87

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

41 0523

THE STATE OF TEXAS

Bond No. 183197

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we REDDICO CONSTRUCTION COMPANY, INC. 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 FOUR THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS ($4,400.00) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

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

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

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

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

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

The term of this bond is for a period of two (2) years commencing on the date hereof, and may be continued from year to year by continuation certificate executed by the principal and the surety.

EXECUTED this 24th, day of January, 19 90.

REDDICO CONSTRUCTION COMPANY, INC.
PRINCIPAL

BY: [signature]

SEABOARD SURETY COMPANY
SURETY

BY: Andrew J. Janda
Attorney-in-Fact

TARPEY & COMPANY LICENSE #0102432
P. O. BOX 924528
HOUSTON, TEXAS 77292-4528
TEXAS LOCAL RECORDING AGENTS

...d Copy

UUU 7477

SEABOARD SURETY COMPANY

No. 10670

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

41 0524

POWER OF ATTORNEY

AS PER ORIGINAL

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Richard Head or Andrew J. Janda or John F. Rougagnac or C. Stephen Crum or Virginia J. Witty or Sue Kohler or Rock N. Houstoun or Donald E. Woodard, Jr. or Harlan J. Berger 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 29th day of September, 19 89

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Attest:

(Seal) Diana M. Klenert
Assistant Secretary

SEABOARD SURETY COMPANY,

By Michael B. Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET ss.:

On this 29th day of September, 19 89, 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. ZUBRYCKI NOTARY PUBLIC STATE OF NEW JERSEY

FELICE M. ZUBRYCKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 4, 1991

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 24th day of January, 19 90

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Dia A. Respoli
Assistant Secretary

Form 957 (Rev. 7/84)

For verification of this Power of Attorney, please call (201) 234-5000 between the hours of 9:00 AM and 5:00 PM Eastern Time.

41 0524A

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81128

Formal notice is hereby given that Reddico Construction Co., 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)

South Lake Village, Section 3

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Westheimer Pky.	1300LF East of Peek Rd.	50LF	Open	Cut		
Westheimer Pky.	1325 LF East of Peek Rd.	25LF	Open	Cut		
Peek Rd.	750 LF N of Westheimer Pkwy	110LF	Bore			

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

Open Cut Westheimer Parkway to install 66-inch R.C.P. and 36-inch R.C.P. Storm Sewer

Bore 16-inch Ductile Iron Pipe for Sanitary Sewer

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.

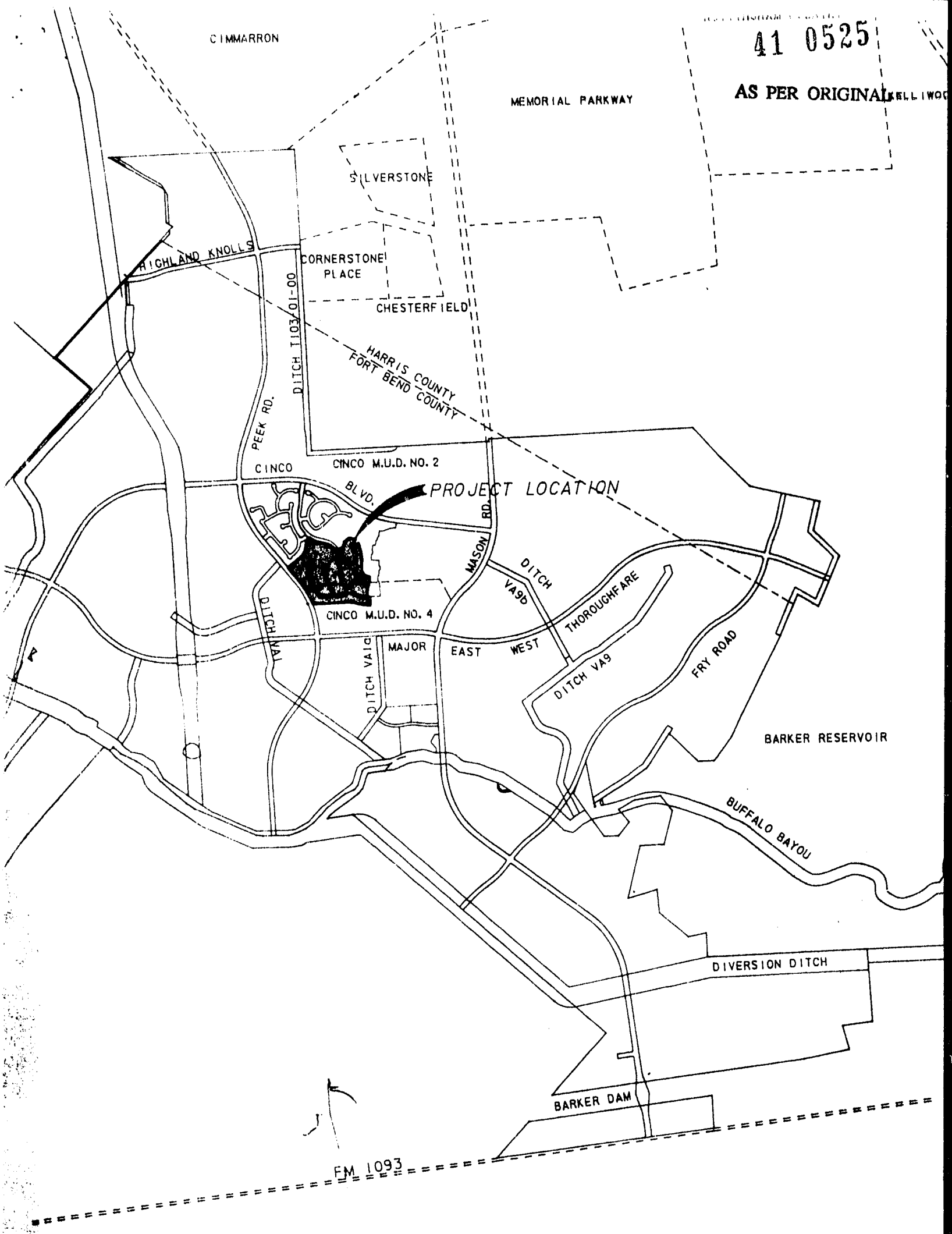
COMPANY NAME: Reddico Construction Co., Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Stephen C. Redd, President
(Please Print)

DATE: January 22, 1990
ADDRESS: P. O. Box 3549
(Street/P.O. Box)

Conroe, Texas 77305
City State Zip
TELEPHONE NO: (409) 539-6500



CO MUNICIPAL UTILITY DISTRICTS NO

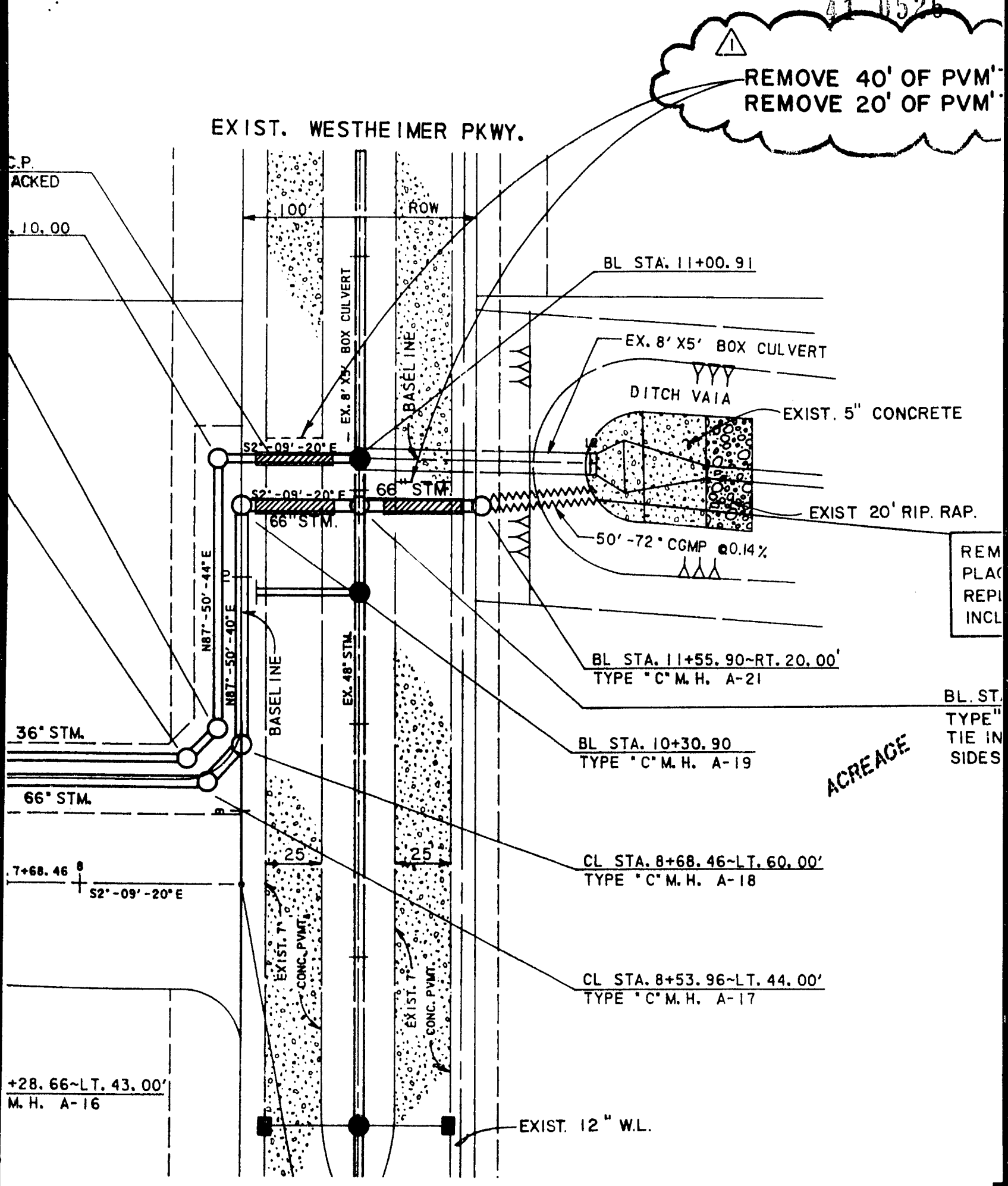
JOB NO. 23-00358-210 CONTRACT NO.

TURNER COLLIE & BRAD

AUSTIN DALLAS HOUSTON

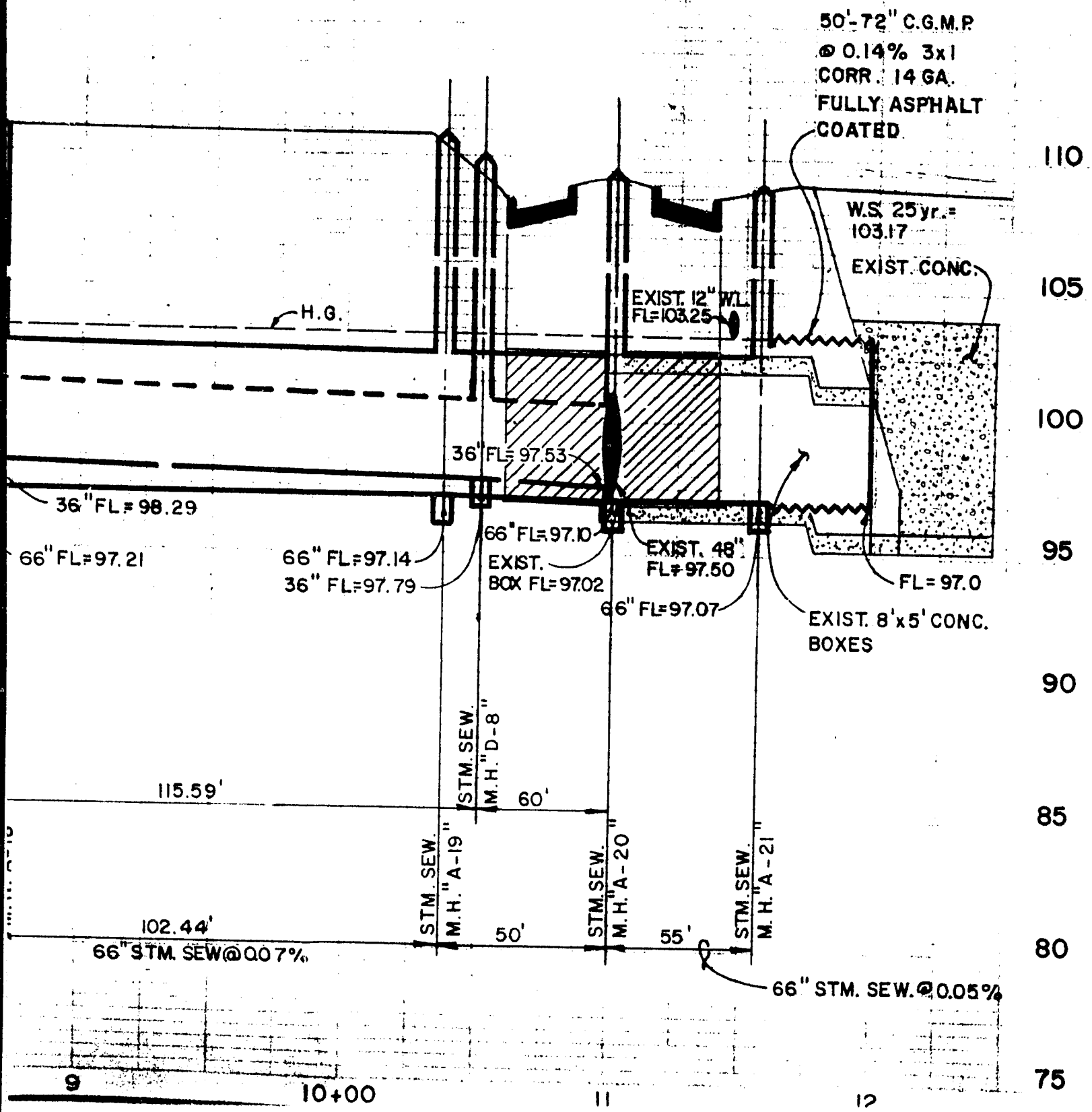
AS PER ORIGINAL

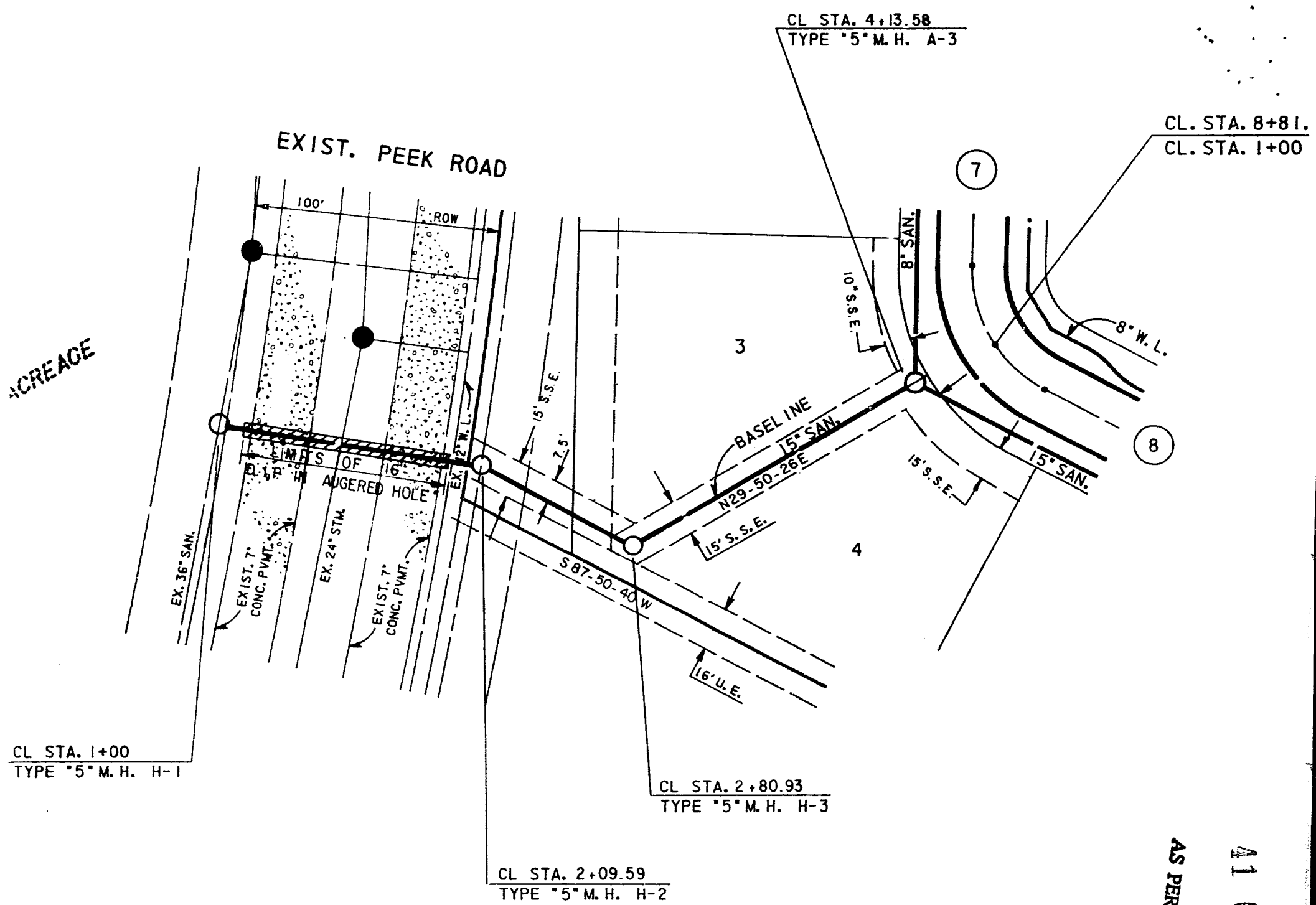
41 0526



41 0527

AS PER ORIGINAL

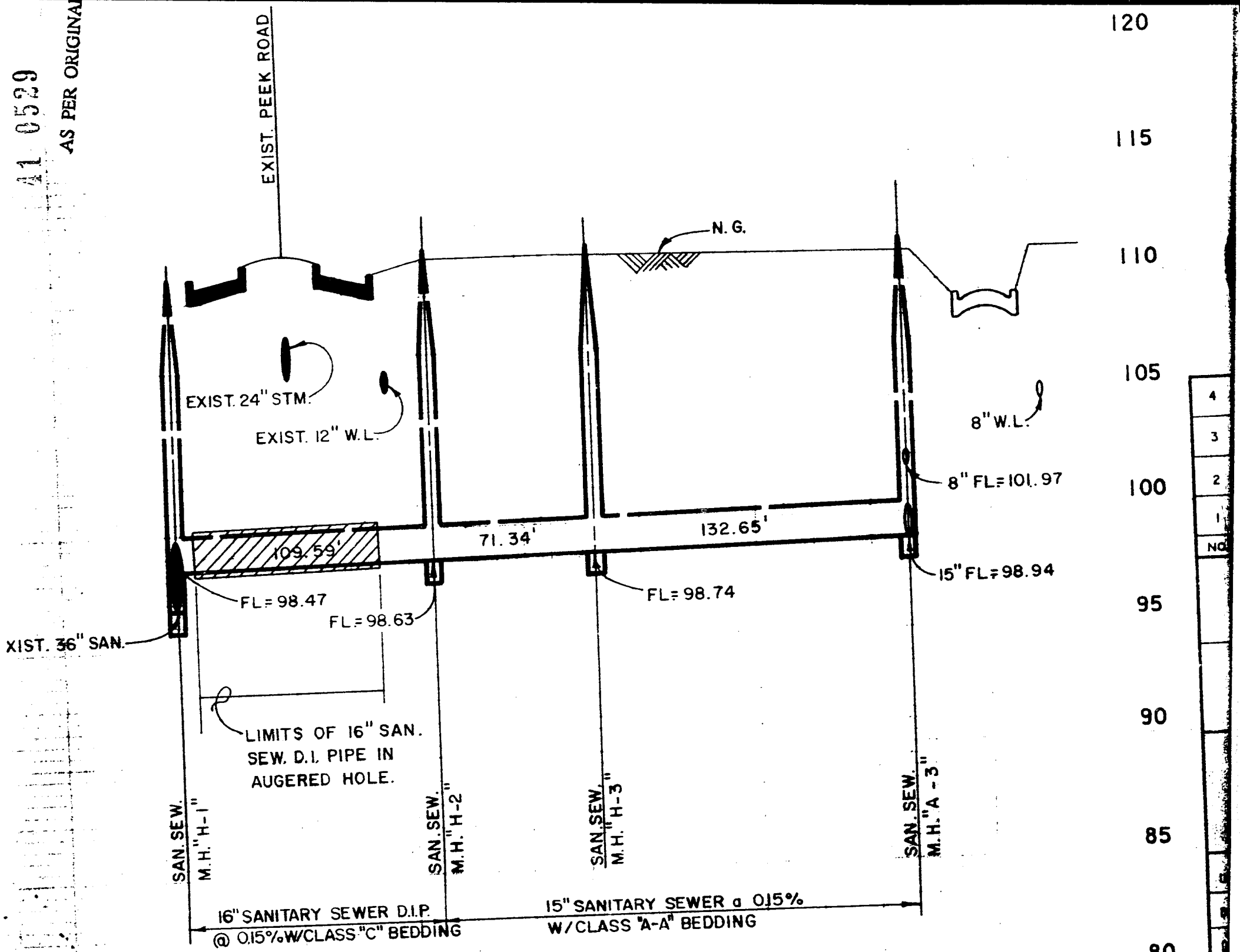




AS PER ORIGINAL

41 0528

41 0529
AS PER ORIGINAL



34. CONSIDER APPLICATION FROM HL&P TO SET POLES & HANG LINES ACROSS/ALONG CINCO BLVD., S. MASON RD., WESTHEIMER PKWY., PCT. 3:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from HL&P to set poles & hang lines across/along Cinco Blvd., S. Mason Rd., Westheimer Pkway., Pct. 3. (Recorded in minutes in full)

35. CONSIDER ACCEPTING REPLACEMENT LETTER OF CREDIT #221 WITH MAINTENANCE BOND #183187 FOR PLANTATION PLACE, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept replacement Letter of Credit #221 with maintenance bond #183187 for Plantation Place, Pct. 4. (Recorded in minutes in full)

36. CONSIDER ACCEPTING REDUCTION BONDS FROM LEXINGTON DEV. CO., PCT.4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following reduction bonds from Lexington Development Co.: (Recorded in minutes in full)

Gateway Blvd./Sartartia Way - #618-2336 from $168,900 to $39,195
Walker's Station, Sec. 1 -#618-2338 from $319,500 to $86,250
Robinson' Landing, Sec.2- #618-2339 from $168,750 to $47,595
Clayton's Bend, Sec. 1 -#618-2337 from $122,500 to $36,750

37. CONSIDER RECOMMENDATIONS FROM PERFORMANCE REVIEW COMMITTEE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham absent for vote and Judge Stavinoha voting yes, it is ordered to accept the following recommendations from Performance Review Committee effective the next pay period, as presented by Bill Thomas: (Recorded in minutes in full)

Jack Butler, Drainage District-move to a grade 8 step 11
Library, hire a Coordinator grade 12 up to a step 6
Library Maintenance Coord.-move to grade 9 step 11

38. CONSIDER STOP PAYMENT ON OUTSTANDING STALE-DATED CHECKS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried with Commissioner Denham voting to abstain, it is ordered to approve payment on outstanding checks totaling $7,705.02, as presented by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

39. ACCEPT OR REJECT THE FOLLOWING BIDS: (1) BIG CREEK BYPASS EXCAVATION (#90-020); (2) REFUSE REMOVAL AT PCT. 2 FACILITY, ARCOLA (#90-021); (3) ONE OR MORE NEW HIGH-SPEED READER PRINTERS (#90-022); (4) PURCHASE OF NOT LESS THAN 21 NEW 1990 FULL-SIZE POLICE PACKAGE AUTOMOBILES (#90-023); (5) PURCHASE OF NOT LESS THAN 2 NEW 1990 SPECIAL COMPACT AUTOMOBILES (#90-024):

Big Creek Bypass excavation:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting to abstain, the Commissioners find that the best bid be awarded to LONE STAR CONSTRUCTION at 38½¢ pcy for Drainage District. (Recorded in minutes in full)

34

41 0531

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 5th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Houston Lighting & Power Co. dated 1/9/90, permit no. 81129 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Denham, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Dradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

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

41 0532

TO COUNTY OF FORT BEND

PRECINCT NO. 3
NOTICE NO. 81129

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	~~Cased~~ Overhd Line
Cinco Blvd.	1400' west of S.Mason	119 ft				XX
S.Mason Rd.	1070' NE of Westhmr.Pkwy.	100 ft				XX
S.Mason Rd.	500' NE of Westhmr.Pkwy.	100 ft				XX
Westheimer Parkway	1200' West of S.Mason	100 ft				XX

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
S.Mason	500'North of Westheimer Parkway	Shell Pipeline Easement	570 feet

General Description

HL&P proposes to set four (4) 55 ft. poles within the S. Mason Road right-of-way at 190 ft. span distances as shown on attached sketch (poles #20 thru 23) for residential and commercial service within the Cinco Ranch development (survey notes attached).

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that said Order is not in conflict with Art. 1436A, Vernon's Texas Civil Statutes.

NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box ~~1028~~ 1449
Rosenberg, Texas 77471
(713) 342-2863

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

COMPANY: Houston Lighting & Power Co.
ADDRESS: P. O. Box 1700
Houston, Texas 77001

Attn: Manager Engineering Services

ISSUED BY: _____ (signature)

NAME: L.L. Miller (print)

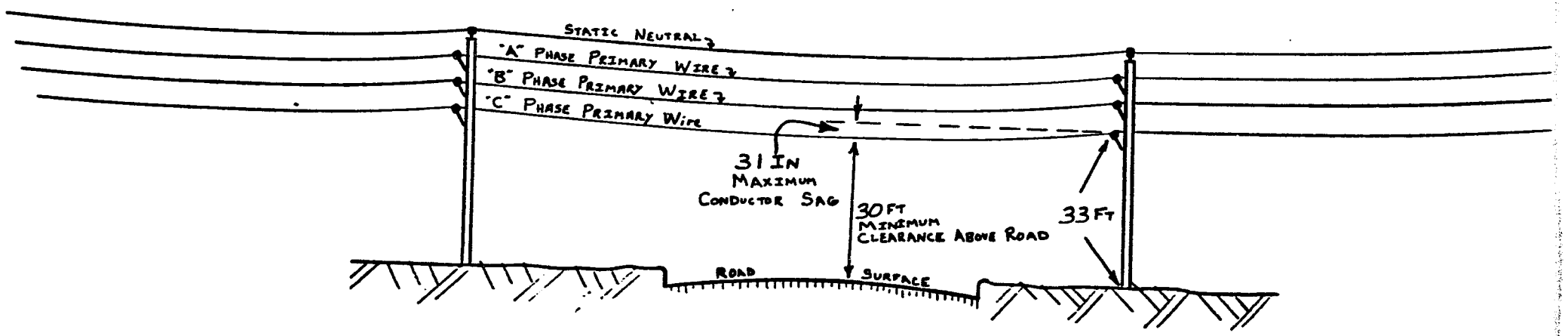
TITLE: Engr.Supervisor LOCATION: Katy S/C

BUS. PHONE: 391-5150 DATE: 1-09-90

24 HOUR PHONE: (713) 228-7800

41 0533

AS PER ORIGINAL



TYPICAL STREET CROSSING

4456

AREA "KATY"

CUST H.L.&P.

LOC CINCO RANCH

ER 2646 Pages 21
2646 "A" 12/11/89
PS 605 J.C.M.
MAP 4456

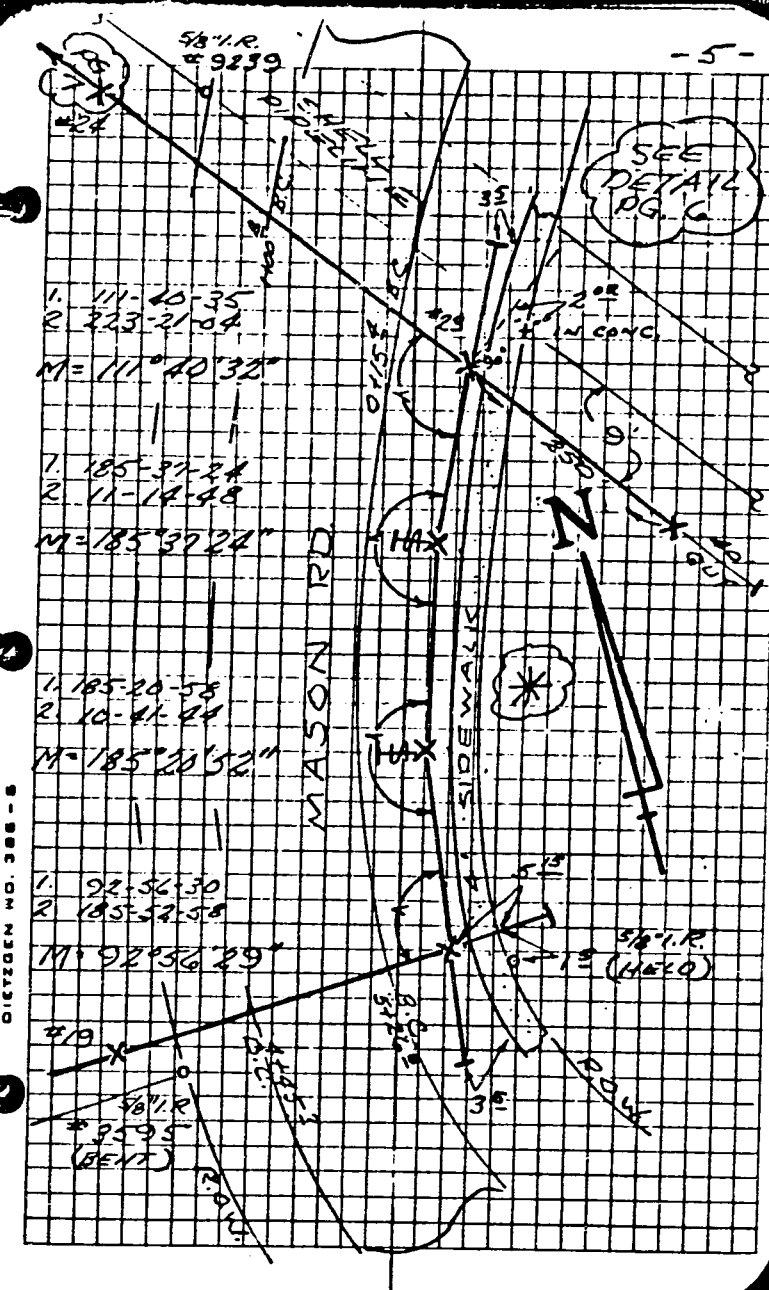
DIETZGEN NO. 386-B

AS PER ORIGINAL

A1 0534

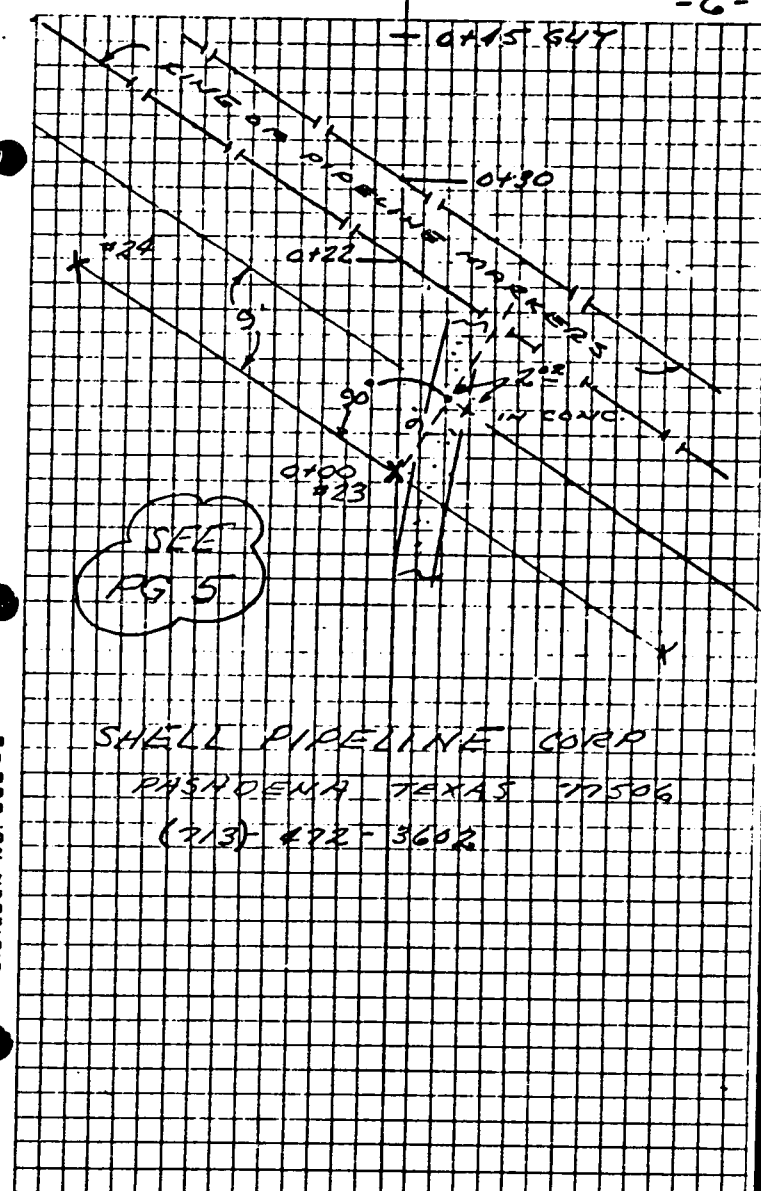
-5-

2+50	POLE #24
250'	1+24² 5/8" I.R. # 9239 (9' RT)
=0+00	
1+89⁹	POLE # 23 / 45' GUY
189⁹	
=0+00	
1+82⁶	POLE # 22 / 6' STRUT ON BISECT
182⁶	
=0+00	
1+89⁹	POLE # 21 / 6' STRUT ON BISECT
189⁹	
=0+00	
5+41⁴	POLE # 20 / 2-40' GUYS
245⁷	4+26¹ 5/8" I.R. # 3595 (1⁵ RT)
2+95⁷	POLE # 19
245⁷	* POLES # 20 - 23 STAKED 1' OFF EDGE SIDEWALK AS PER ENGR.



AS PER ORIGINAL

41 0535



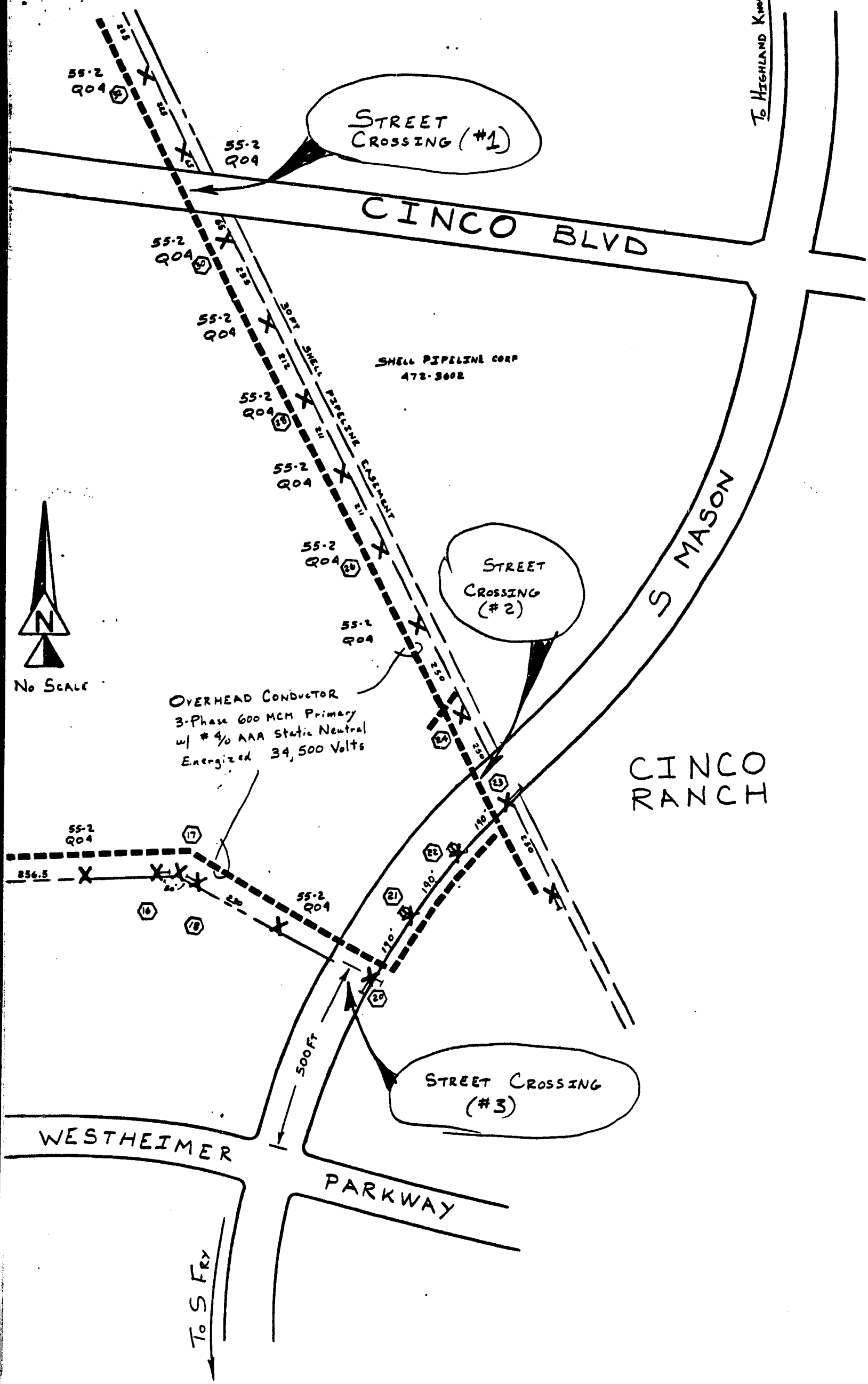
DIETZGEN NO. 388-8

AS PER ORIGINAL

A1 0536

41 0537

AS PER ORIGINAL



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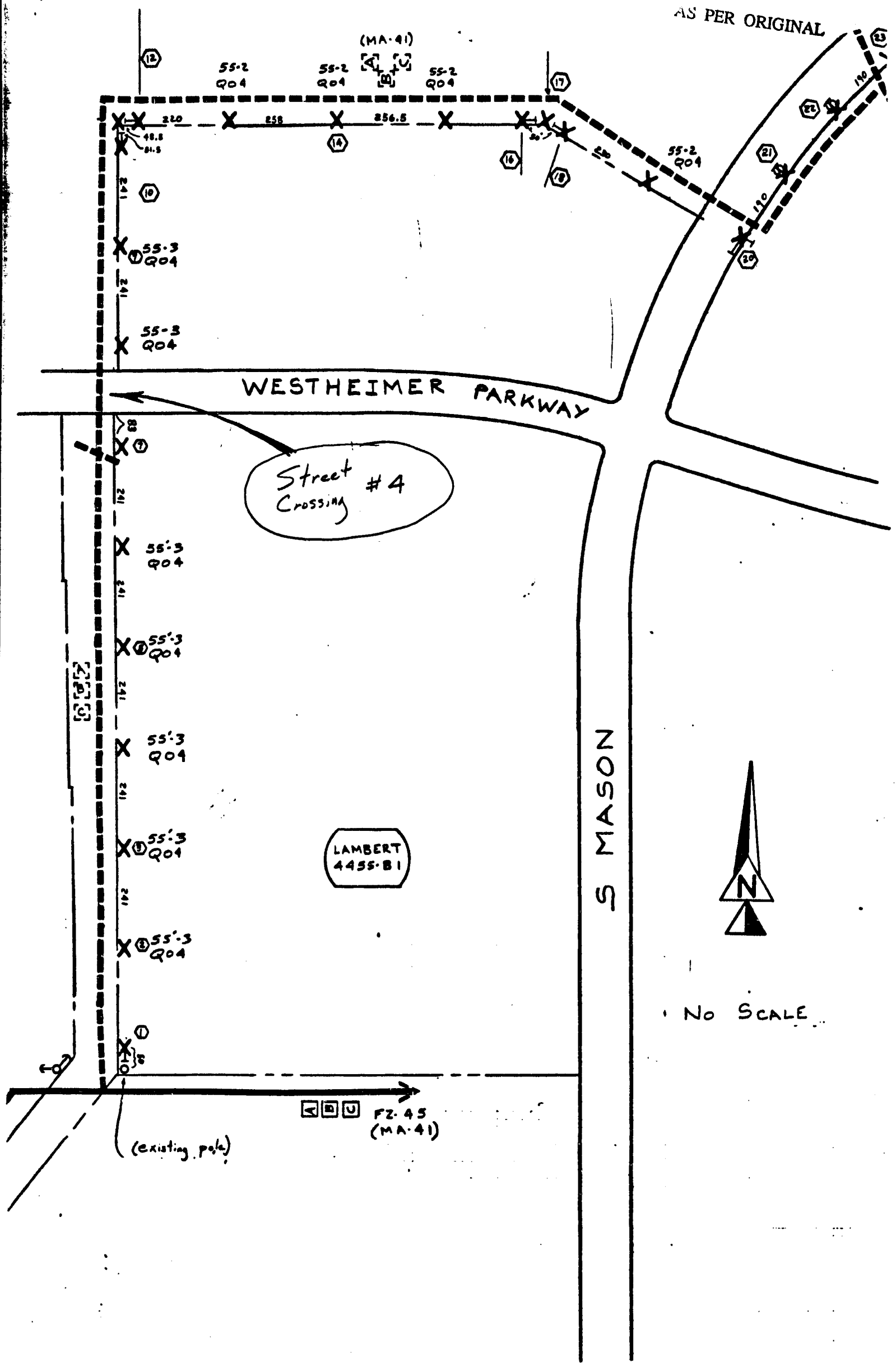
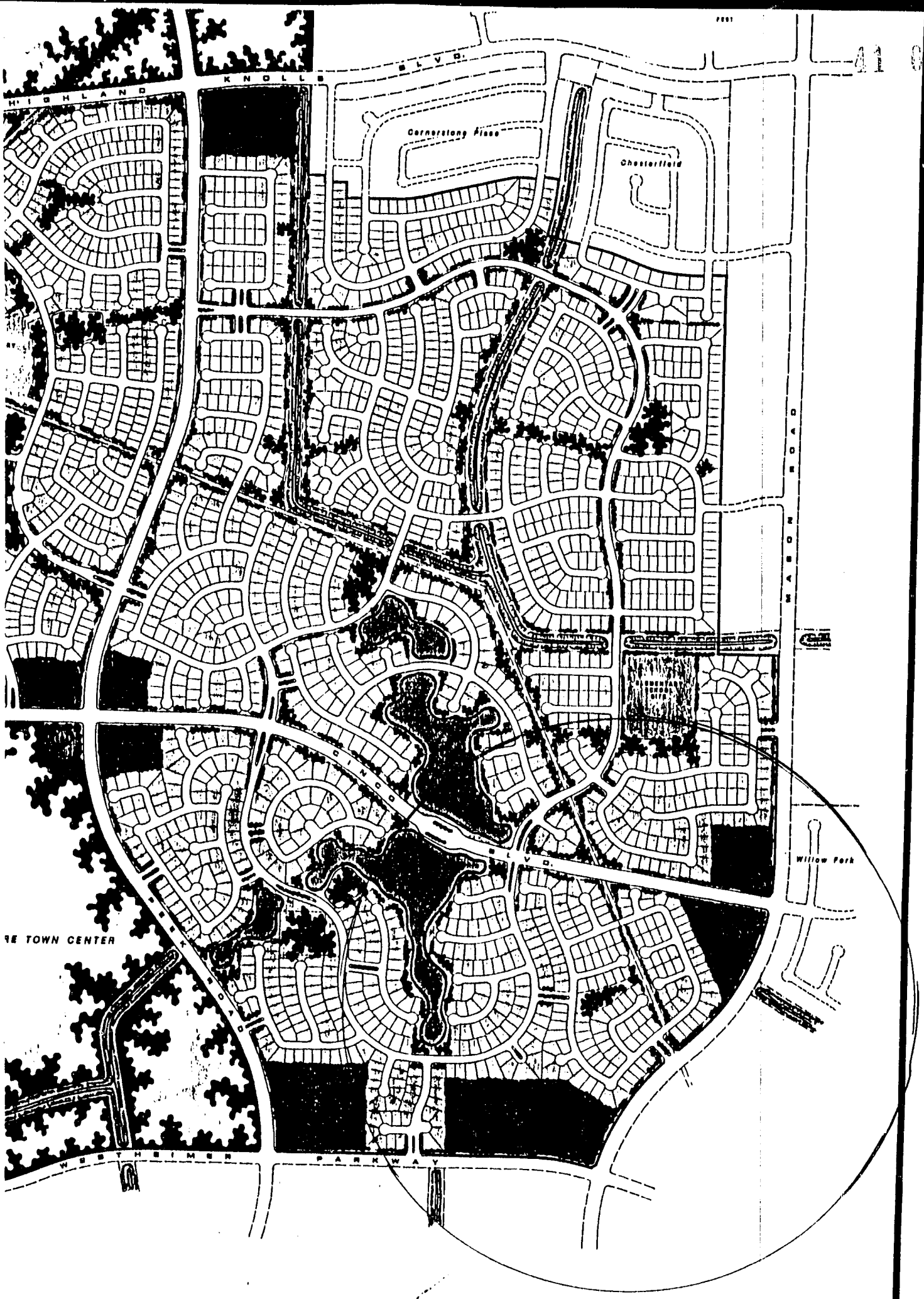
AS PER ORIGINAL



41 0539

AS PER ORIGINAL



PHASE I

CINCO RANCH

owner:

CINCO RANCH VENTURE

master plan by:

ROBERT H. GILBERT & ASSOCIATES, INC.

SCALE: 1" = 800'

MAY, 1988

PARKS & RECREATION FACILITIES

VISITORS CENTER

This map is a conceptual development plan only and is subject to change. No warranties of representations, express or implied, concerning the actual design, location, or character of the proposed facilities indicated on this map is intended.

41 0540

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
NOTICE NO. 81129

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Overhd Line ~~Cased~~
Cinco Blvd.	1400' west of S.Mason	119 ft				XX
S.Mason Rd.	1070' NE of Westhmr.Pkwy.	100 ft				XX
S.Mason Rd.	500' NE of Westhmr.Pkwy.	100 ft				XX
Westheimer Parkway	1200' West of S.Mason	100 ft				XX

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
S.Mason	500'North of Westheimer Parkway	Shell Pipeline Easement	570 feet

General Description

HL&P proposes to set four (4) 55 ft. poles within the S. Mason Road right-of-way at 190 ft. span distances as shown on attached sketch (poles #20 thru 23) for residential and commercial service within the Cinco Ranch development (survey notes attached).

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

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NOTICE

Written notice required 48 hours in advance of construction.
Fort Bend County Engineering Dept.
Post Office Box ~~1028~~ 1449
Rosenberg, Texas 77471
(713) 342-2863

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

COMPANY: Houston Lighting & Power Co.
ADDRESS: P. O. Box 1700
Houston, Texas 77001

Attn: Manager Engineering Services

ISSUED BY: _____ (signature)

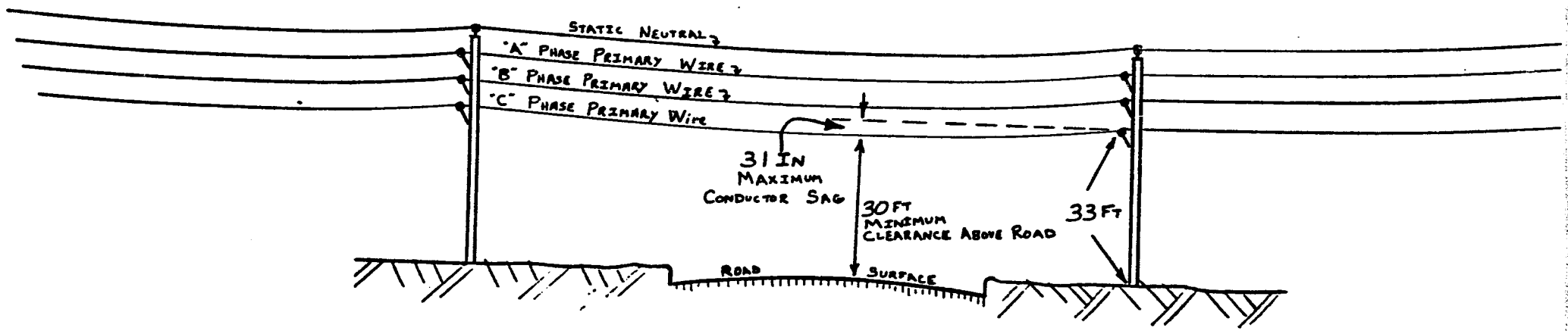
NAME: L.L. Miller (print)

TITLE: Engr.Supervisor LOCATION: Katy S/C

BUS. PHONE: 391-5150 DATE: 1-09-90

24 HOUR PHONE: (713) 228-7800

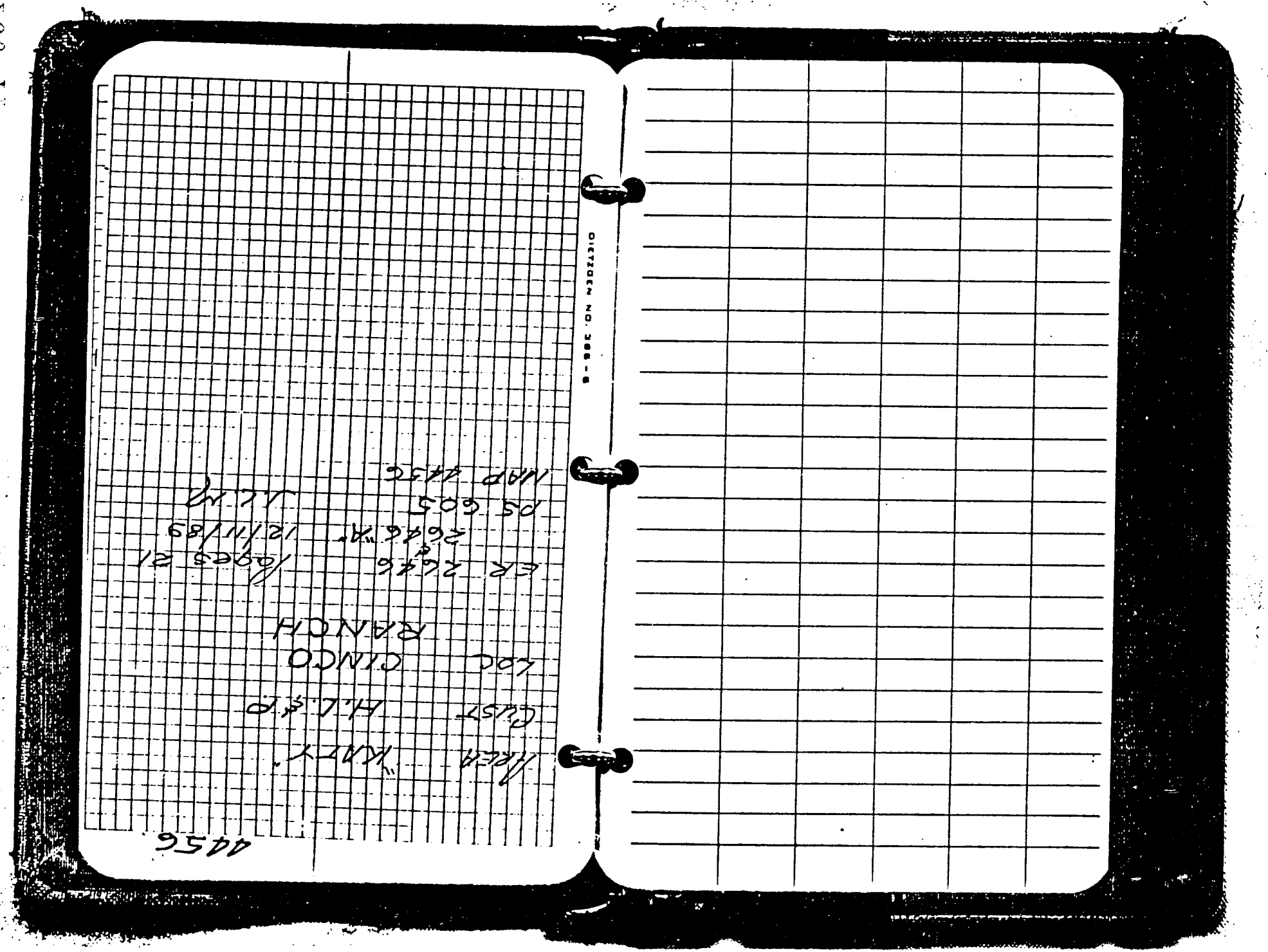
41 0541



TYPICAL STREET CROSSING

AS PER ORIGINAL

41 0542



-5-

2+50	POLE #24
250'	1+24² 5/8" I.R. # 9239 (9' RT)
=0+00	
1+89⁹	POLE # 23 / 45' GUY
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=0+00	
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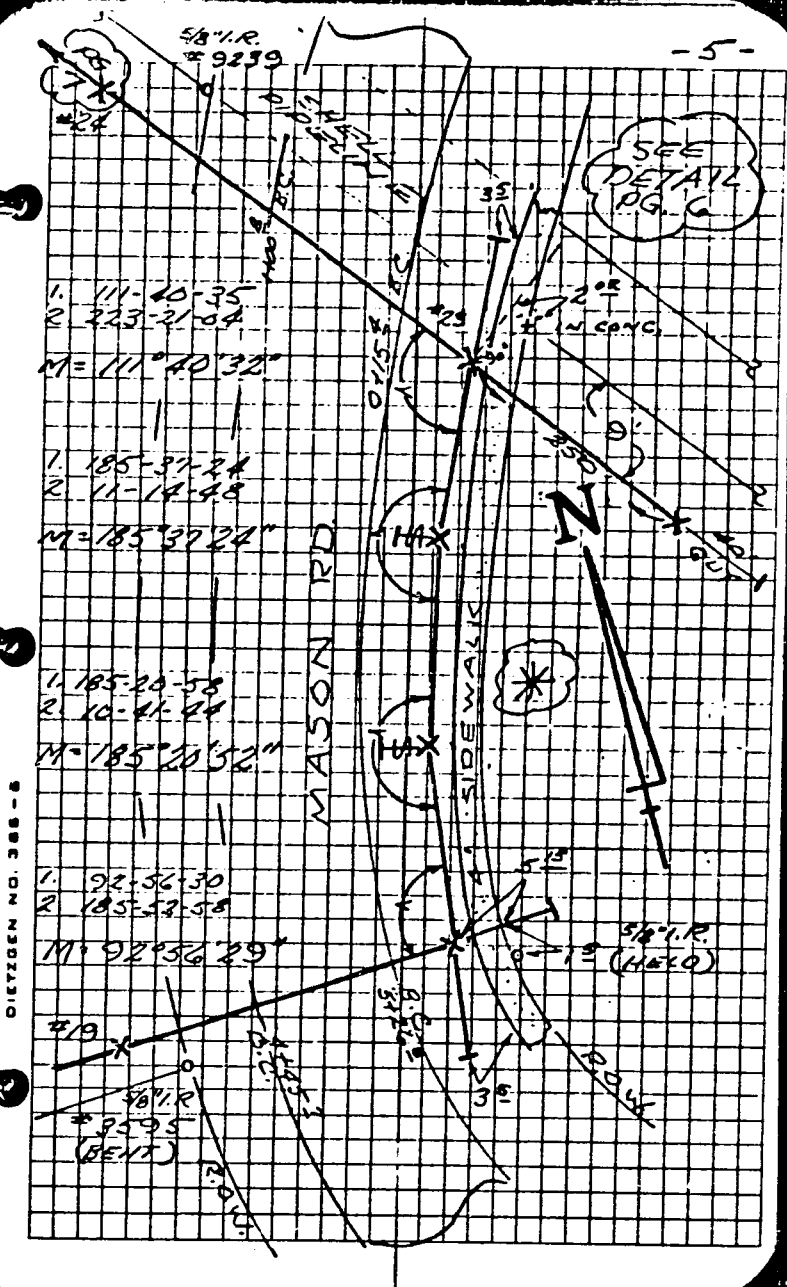
5+41⁴	POLE # 20 / 2-40' GUYS
245⁷	4+26¹ 5/8" I.R. # 3595 (1⁵ RT)
2+95⁷	POLE # 19
245⁷	* POLES # 20 - 23 STAKED 1' OFF EDGE SIDEWALK AS PER ENGR.

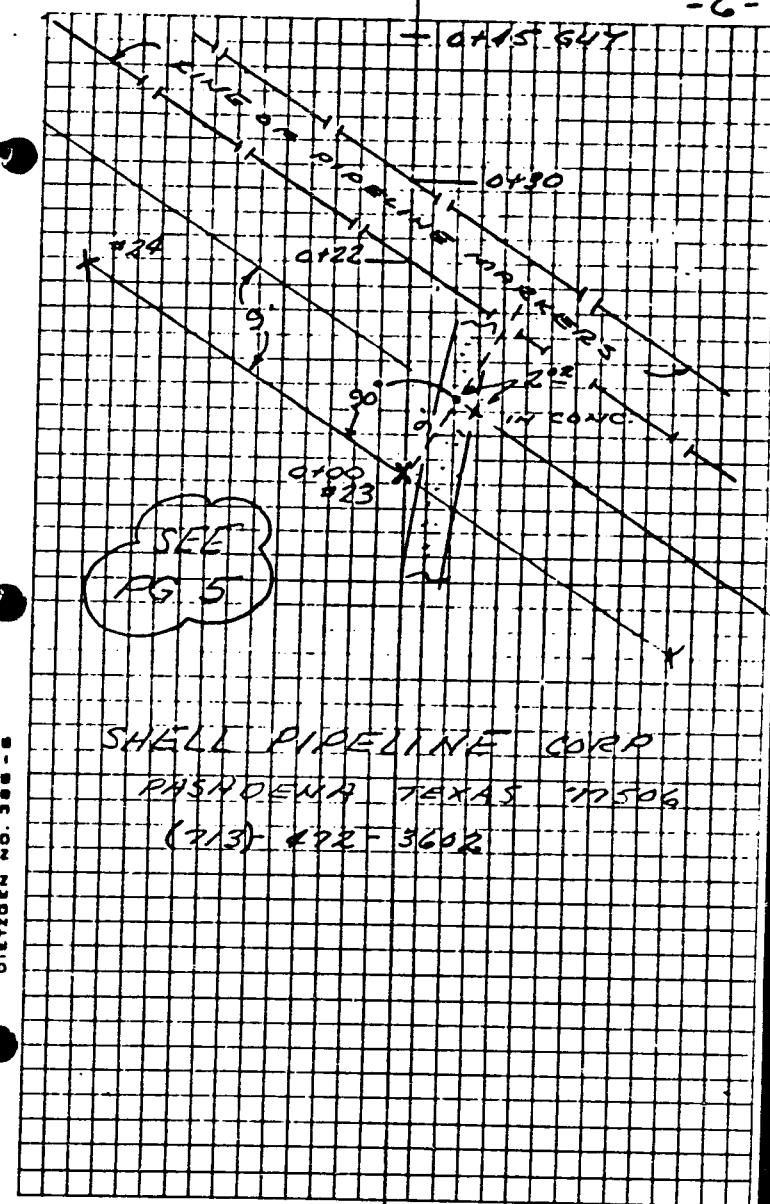
-5-



DIETZGEN NO. 388-6

AS PER ORIGINAL

41 0543



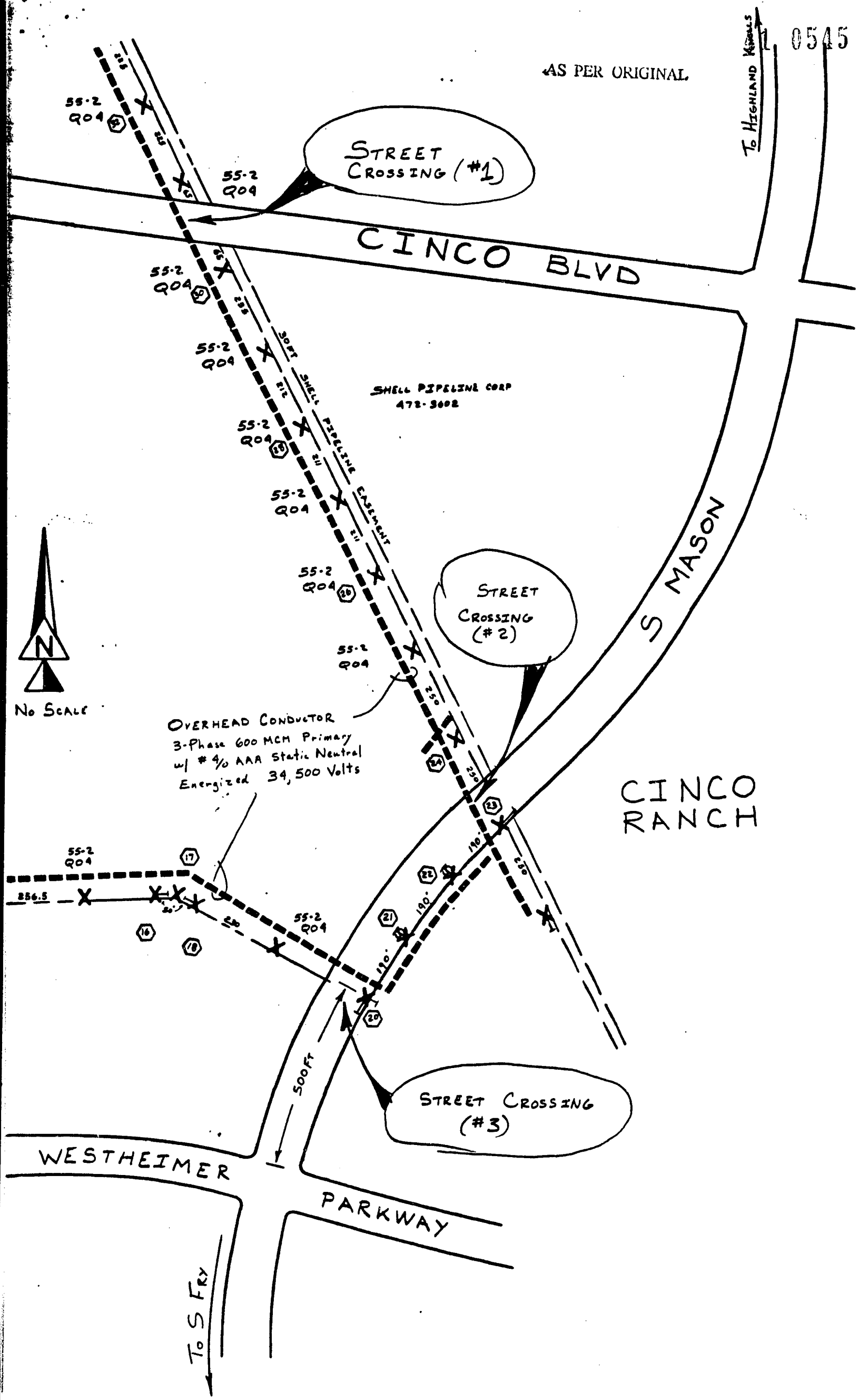
SEE PG. 5

SHELL PIPELINE CORP
PASADENA TEXAS 77506
(713) 472-3602

DIETZGEN NO. 388-8

AS PER ORIGINAL

AS PER ORIGINAL



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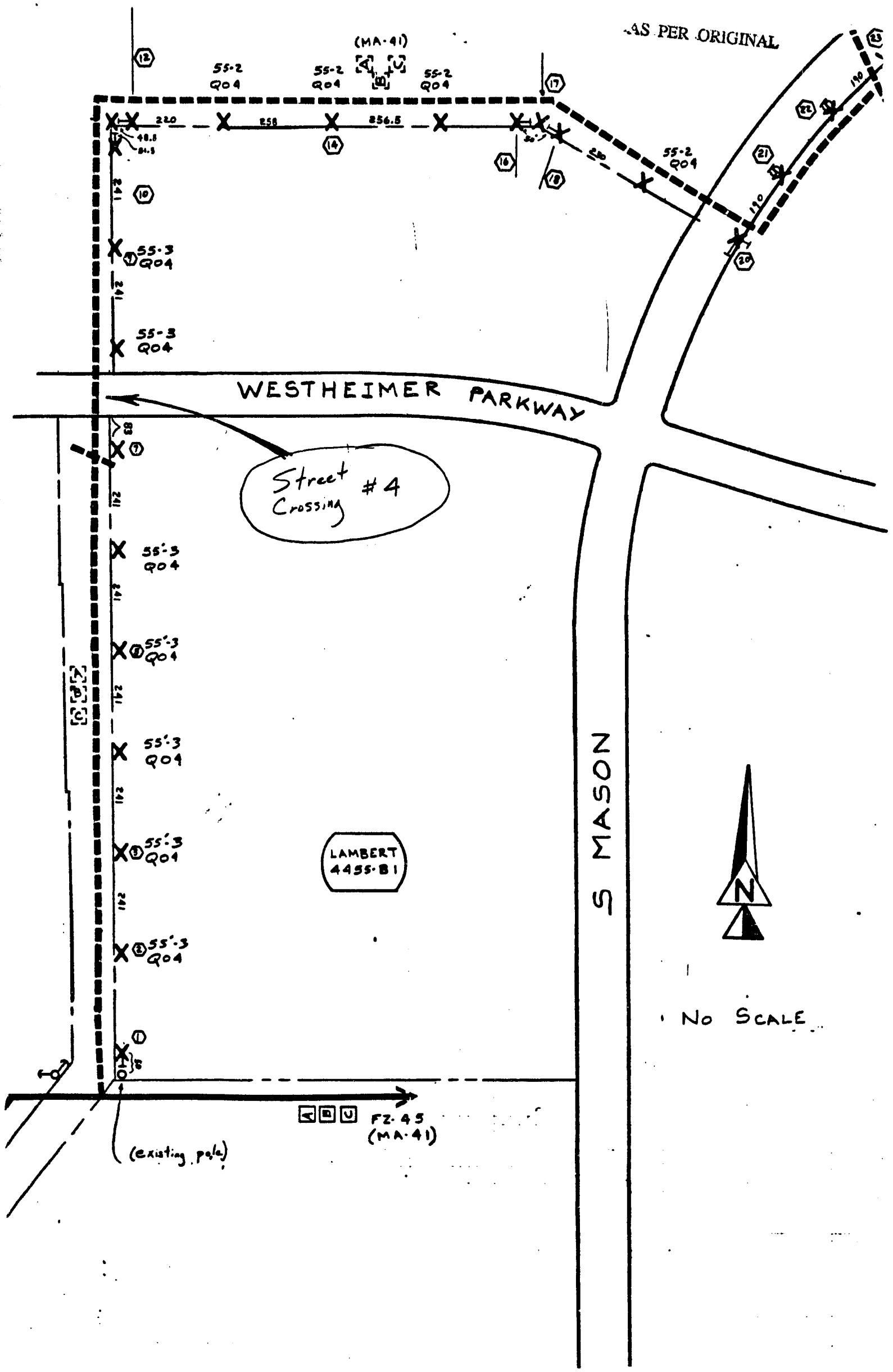
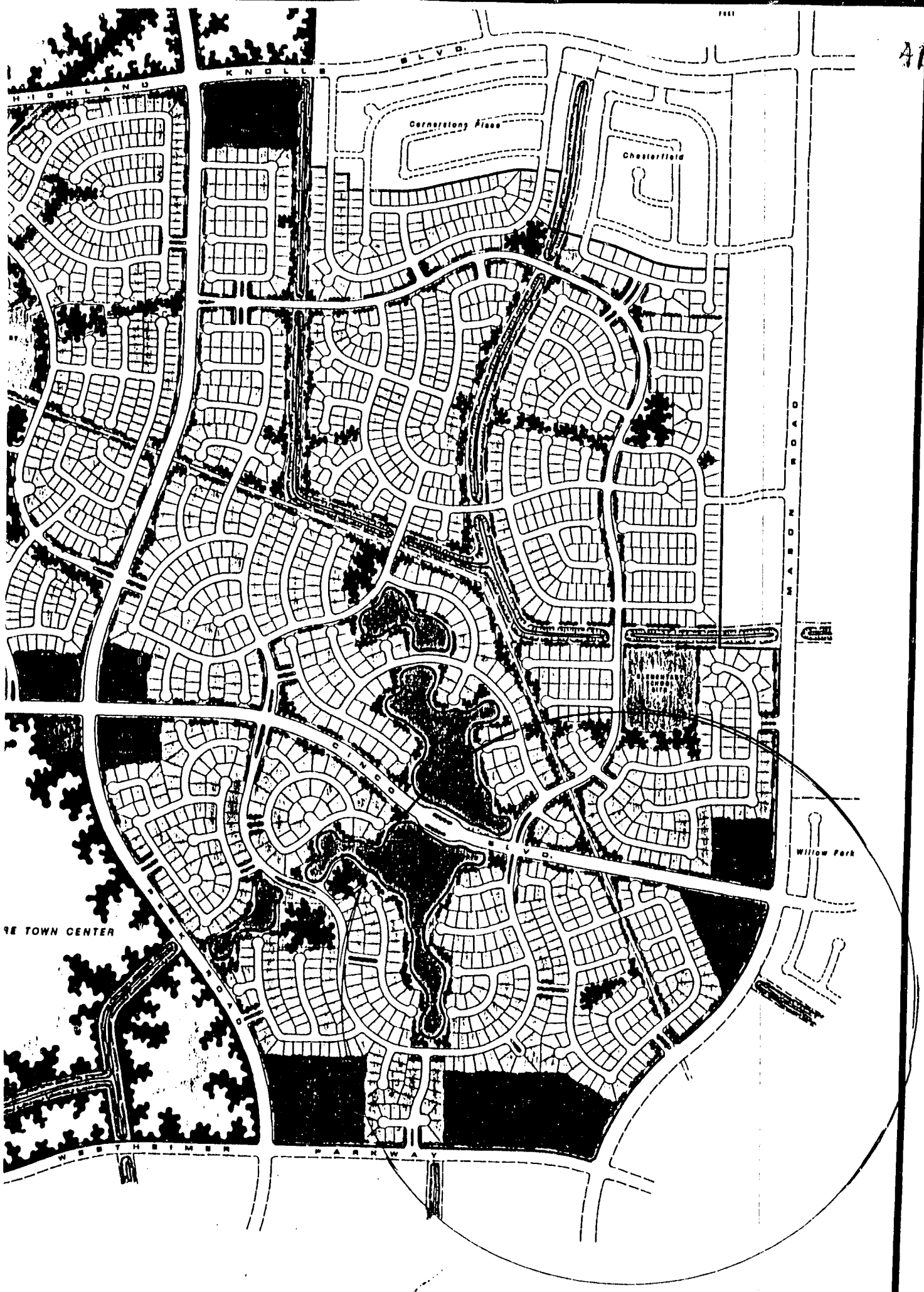

AS PER ORIGINAL
(MA-41)
55-2 Q04
55-2 Q04
55-2 Q04
55-2 Q04
220
258
256.5
48.5
84.5
241
55-3 Q04
55-3 Q04
WESTHEIMER PARKWAY
Street Crossing #4
55-3 Q04
55-3 Q04
55-3 Q04
55-3 Q04
55-3 Q04
LAMBERT 4455-B1
S MASON
N
NO SCALE
FZ-45 (MA-41)
(existing pole)



PHASE I

CINCO RANCH

owner:

CINCO RANCH VENTURE

master plan by:

SCALE: 1"=200'

MAY, 1988

PARKS & RECREATION FACILITIES

VISITORS CENTER

This map is a conceptual development plan only and is subject to change. No warranties or representations, express or implied, concerning the actual design, location, or character of the proposed facilities indicated on this map is intended.

AS PER ORIGINAL

2-5-90 #35

STATE OF TEXAS
COUNTY OF FORT BEND

9006448

41 0548

AS PER ORIGINAL

ASSIGNMENT OF MAINTENANCE BOND

The undersigned DEEDCO PROPERTIES, INC., A Texas Corporation by virtue of the authorized signature below, hereby grants, transfers, sets over and conveys without recourse, effective as of January 24, 1990 unto FORT BEND COUNTY, Texas, its successors and assigns, all of its rights to and interest in that certain MAINTENANCE BOND Numbered 183187 and dated January 23, 1990 executed by Seaboard Surety Company on Behalf of Brown-Harris, Inc. for the benefit of DEEDCO PROPERTIES, INC., a copy of which is attached hereto, for the following improvements:

PROJECT:	CONSTRUCTION OF PAVING FOR PLANTATION PLACE SUBDIVISION
DATE OF CONTRACT:	DECEMBER 21, 1989
CONTRACT AMOUNT:	THREE HUNDRED SEVENTY-THREE THOUSAND, SIX HUNDRED FIFTY-ONE DOLLARS AND FIFTY CENTS ($373,651.50)

In witness whereof, DEEDCO PROPERTIES, INC., a Texas Corporation has caused this instrument to be duly executed in its corporate name by its proper officer this 24 day of January, 1990.

DEEDCO PROPERTIES, INC., a Texas Corp.

Address: 2500 Tanglewilde, Suite 220
Houston, Texas 77063

By: David G. Edgar
Title: President

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

BE IT REMEMBERED, that on this 24th day of January, 1990, before me, the subscriber, a Notary Public in and for the said County and State, personally appeared David G. Edgar, President of DEEDCO PROPERTIES, INC., a Texas Corporation, which is owner of the property in the foregoing instrument and acknowledged that he executed said instrument on behalf of Deedco and that the signing and execution hereof is his free and voluntary act and deed, and the free and voluntary act and deed as such officer and the free and voluntary act and deed of Deedco, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed by Notarial Seal on the day and year last aforesaid.

Notary Public for The State of Texas

My Commission Expries: 05/04/93

STANDARD FORM OF AGREEMENT

As Adopted By
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS
October 7, 1971

(Revised November 17, 1928; Revised April 15, 1932; Revised October 27, 1934; Revised October 19, 1945; Revised April 8, 1954; Revised April 21, 1960; Revised October 7, 1971)

Approved as to Legal Form by Legal Counsel

STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT, made and entered into this 21ST day of December, A.D. 19 8, by and between DEEDCO PROPERTIES, INC. of the County of Harris and State of Texas, acting through David G. Edgar thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and BROWN-HARRIS, INC. of the City of Richmond, County of Fort Bend and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

CONSTRUCTION OF PAVING
PLANTATION PLACE
FORT BEND COUNTY, TEXAS

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefor, as prepared by Jones & Carter, Inc., 6335 Gulfton, Suite 200, Houston, Texas, 77081, herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 60 calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

41 0550

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the Proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

AS PER ORIGINAL

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Deedco Properties, Inc.
2500 Tanglewilde, Suite 498
Houston, Texas 77063
Party of the First Part (OWNER)

By: [signature]

ATTEST: [signature]

Brown-Harris, Inc.
P. O. Box 507
Richmond, Texas 77469
Party of the Second Part (CONTRACTOR)

By: [signature], President

ATTEST: Mary E Skaggs

STATE OF TEXAS §

41 0551

COUNTY OF FORT BEND §

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared, Carl Lee Harris, 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 and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of December, A.D., 19 89.

Mary E Skagg
Notary Public - Signature

(Notary Seal)

AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared, David G. Edgar + Ed DeZeuA Lees 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 and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of December A.D., 19 89.

Rose Guzman
Notary Public - Signature

(Notary Seal)

BID FORM

41 0552

DATE: December 12, 1989

Bid of Brown-Harris, Inc. an individual proprietorship, a corporation organized and existing under laws of the State of Texas, a partnership consisting of _____, for construction of Paving in Plantation Place.

To: Deedco Properties, Inc.
2500 Tanglewilde, Suite 498
Houston, Texas 77063
Attention: Mr. Ed de Zevallos
Telephone: (713) 974-1488

Gentlemen:

The undersigned bidder has carefully examined the Instructions to Bidders, this Proposal, the General Conditions of Agreement, the Technical Specifications and the drawings for the work herein above described and has carefully examined the site of the work and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other means of construction to complete all the work upon which he bids, as called for in the Contract, the Specifications and shown on the drawings, and in the manner prescribed therein and according to the requirements of the Engineer as therein set forth for the amounts below:

Item No.	Description of Item with Unit Bid Price Written in Words	Unit	Approx. Quantity	Unit Price	Total Amount
1.	Move-in and Start-up @ Fifty-seven Hundred Dollars & No Cents. Per Lump Sum	L.S.	1	$ 5,700.00	$ 5,700.00
2.	Roadway Excavation @ One Dollar & Forty Cents. Per Cubic Yard	C.Y.	17,125	$ 1.40	$23,975.00
3.	Compacted Fill @ Two Dollars & No Cents. Per Cubic Yard	C.Y.	1,448	$ 2.00	$ 2,896.00
4.	Lime for Subgrade @ Seventy-five Dollars & No Cents. Per Ton	Ton	245	$ 75.00	$18,375.00

41 0553

AS PER ORIGINAL

Item No.	Description of Item with Unit Bid Price Written in Words	Unit	Approx. Quantity	Unit Price	Total Amount
5.	Manipulation of Lime @ No Dollars & No Cents. Per Square Yard	S.Y.	18,880	$ 0.00	$ 0.00
6.	Grading and Compaction of Subgrade @ No Dollars & Ninety Cents. Per Square Yard	S.Y.	18,800	$ 0.90	$ 16,920.00
7.	6" Reinforced Concrete Pavement, Complete in Place @ Fourteen Dollars & Twenty Cents. Per Square Yard	S.Y.	17,738	$ 14.20	$ 251,879.60
8.	6" Reinforced Concrete Curb, Complete in Place @ One Dollar & Forty-five Cents. Per Linear Foot	L.F.	10,283	$ 1.45	$ 14,910.35
9.	Pattern Concrete Pavers Complete, Installed @ Twenty-eight Dollars & Eighty Cents. Per Square Yard	S.Y.	333	$ 28.80	$ 9,590.40
10.	Standard Paving Headers, Complete in Place @ Four Dollars & No Cents. Per Linear Foot	L.F.	80	$ 4.00	$ 320.00
11.	Upper Portion "B-B" Inlets, Complete in Place @ OMITTED Per Each	Each	14	$ OMITTED	$ OMITTED

41 0554

Item No.	Description of Item with Unit Bid Price Written in Words	Unit	Approx. Quantity	Unit Price	Total Amount
12.	Upper Portion "C-2" Inlets, Complete in Place @ OMITTED Per Each	Each	2	$ OMITTED	$ OMITTED
13.	30-inch RCP Culvert With SDHPT 6:1 Sloped Ends @Forty-four Dollars & Seventy-five Cents. Per Linear Foot	L.F.	118	$ 44.75	$ 5,280.50
14.	24-inch RCP Culvert With SDHPT 6:1 Sloped Ends @Thirty-five Dollars & Forty Cents. Per Linear Foot	L.F.	122	$ 35.40	$ 4,318.80
15.	Final Lot Grading, Includes Tree Removal & Disposal @Ten Thousand, Three Hundred Seven Dollars & Fifty Cents. Per Lump Sum	L.S.	1	$10,307.50	$10,307.50
16.	2" HMAC Transition, Complete in Place @Seven Dollars & Five Cents. Per Square Yard	S.Y.	433	$ 7.05	$ 3,052.65
17.	10" Cement Stabilized Limestone Base, Compacted to 95% Proctor, Complete in Place @Twelve Dollars & Ninety-five Cents. Per Square Yard	S.Y.	473	$ 12.95	$ 6,125.35
18.	Extra Class "A" Concrete @No Dollars & One Cent. Per Cubic Yard	C.Y.	15	$ 0.01	$ 0.15

Item No.	Description of Item with Unit Bid Price Written in Words	Unit	Approx. Quantity	Unit Price	Total Amount
19.	Extra Cement-Sand @ No Dollars & One Cent. Per Cubic Yard	C.Y.	20	$ 0.01	$ 0.20

41 0555

AS PER ORIGINAL

TOTAL BASE BID $ 373,651.50

SUBSTITUTIONS: If necessary, attach detailed explanation to proposal.

1. _____

_____ (Add) (Deduct) $_____

2. _____

_____ (Add) (Deduct) $_____

It is understood and agreed that the work labled Phase I shall be complete in full within 30 calendar days after the date on which work is to be commenced as established by the Contract Documents or January 15, 1990 whichever is first.

Phase II work shall be complete within a total of 60 calendar days after the date on which work is to be commenced as established by the Contract Documents.

It is agreed that the contract price may be increased or decreased to cover work added or deleted by order of the Engineer, in accordance with the provisions of the General Conditions of Agreement.

The award may be made on the Base Bid alone or the Base Bid and any or all of the Items listed under Alternates or Substitutions, if any.

The undersigned agrees that the amounts bid in this proposal will not be withdrawn or modified for 60 days following date of bid opening.

It is understood that the bid security accompanying this proposal shall be returned to the undersigned unless, in case of the acceptance of this proposal the undersigned should fail to enter into a construction contract and execute bonds as provided in the specifications. In the event the undersigned should fail to enter into a construction contract and execute bonds as required within 6 calendar days after the Engineer has given unsigned contracts to the Contractor, it is understood and agreed that the bid security shall be forfeited to the Owner and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner as a result of such failure on the part of the undersigned.

It is understood that the Owner reserves the right to reject any and all bids.

In the event of Award of the Contract to the undersigned, the undersigned agrees to furnish Performance and Payment Bonds as provided in the Specifications.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

41 0556

Date December 12, 1989

Signed Brown-Harris, Inc.
(Company)

By President
(Title)

P. O. Box 507

Richmond, TX 77469
(Address)

713/342-1138
(Phone)

AS PER ORIGINAL

Witness

SEAL (if Bidder is a Corporation)

Acknowledge receipt of Addenda Below:

Addendum No.	One				
Date Received	12/11/89				

- - o 0 o - -

SEABOARD SURETY COMPANY

HOME OFFICE: NEW YORK, N. Y.

41 0557

Bond No. 183187

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we
BROWN-HARRIS, INC., P.O. Box 507, Richmond, Texas 77469

as Principal , and the SEABOARD SURETY COMPANY, a New York corporation, having its principal office and place of business at City of New York, New York, as Surety, are held and firmly bound unto DEEDCO PROPERTIES, INC., 2500 Tanglewilde, Suite 498, Houston, Texas 77063

, as Obligee,
in the sum of THREE HUNDRED SEVENTY-THREE THOUSAND, SIX HUNDRED FIFTY-ONE AND 50/100----------($373,651.50)------ Dollars,
for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of December , 1989

WHEREAS, the above bounden BROWN-HARRIS, INC.

has entered into a contract with Obligee for

CONSTRUCTION OF PAVING PLANTATION PLACE, FORT BEND COUNTY, TEXAS

as is fully and at large set forth and described in the said contract aforesaid.

NOW, THEREFORE, the condition of the above obligation is such, that if the above bounden Principal shall well and truly and in good, sufficient and workmanlike manner, perform or cause to be performed the said contract, and each and every of the covenants, promises, agreements and provisions therein stipulated, and in each and every respect comply with the conditions therein contained, then this obligation to be void; otherwise to remain in full force and virtue.

No claim, suit or action by reason of any default shall be brought against the Principal or Surety after two years from date hereof. If this limitation is made void by any law controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law. The Principal shall be made a party to any suit or action, and be served with process commencing the same if the Principal can with reasonable diligence be found. No judgment shall be rendered against the Surety in excess of the penalty of this instrument.

BROWN-HARRIS, INC.

BY: [signature], President

SEABOARD SURETY COMPANY

By [signature]
Andrew J. Janda

Form 256a

TARPLEY & COMPANY LICENSE #0102432
P.O. BOX 924528
HOUSTON, TEXAS 77292-4528
TEXAS LOCAL RECORDING AGENTS

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES: BEDMINSTER, NEW JERSEY
STATUTORY PAYMENT BOND - TEXAS
(Private Work)

41 0558

Bond No. 183187

PER ORIGINAL

KNOW ALL MEN BY THESE PRESENTS:

THAT BROWN-HARRIS, INC., P.O. Box 507, Richmond, Texas 77469 Original Contractor (hereinafter called the Principal), as Principal, and Seaboard Surety Company, a corporation organized and existing under the laws of the State of New York, and authorized to do business in the State of Texas, with its principal office in the City of New York, New York (hereinafter called the Surety), as Surety, are held and firmly bound unto DEEDCO PROPERTIES, INC. (hereinafter called the Owner), in the amount of THREE HUNDRED SEVENTY-THREE THOUSAND, SIX HUNDRED FIFTY-ONE AND 50/100----------DOLLARS ($ 373,651.50) (here insert an amount equal to total contract) for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 21st day of December, 19 89, to CONSTRUCT PAVING PLANTATION PLACE, FORT BEND COUNTY, TEXAS which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF THE SAID PRINCIPAL shall promptly pay claimants for all labor, subcontracts materials and specially fabricated materials performed or furnished under or by virtue of said contract and normal and usual extras thereto (not to exceed 15% of a said contract price), then this obligation shall be void, otherwise to remain in full force and effect; labor, subcontracts, materials and specially fabricated materials shall be construed in accordance with Section 53.001 of the Property Code, added by the Acts of the Regular Session of the 68th Legislature, 1983.

PROVIDED, HOWEVER, that the Owner having required the said Principal to furnish this bond in order to comply with the provisions of Sections 53.201 et seq of the Property Code, added by Acts of the Regular Session of the 68th Legislature, 1983, all rights and remedies on this bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions and limitations of said Real Property Code to the same extent as if they were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument, this 20th day of December, 19 89.

BROWN-HARRIS, INC. (Seal)
(Principal)

BY: [signature]
(Title)

SEABOARD SURETY COMPANY

BY: [signature]
Andrew J. Janda Attorney-in-Fact

The foregoing bond is hereby approved.

DEEDCO PROPERTIES, INC.
(Owner)

BY: [signature]
2500 Tanglewilde, Suite 498
Houston, Texas 77063
Address

12/21/89
(Date approved)

TARPEY & COMPANY LICENSE #0102432
P O BOX 924528
HOUSTON, TEXAS 77292-4528
TEXAS LOCAL RECORDING AGENTS

Form 410 8/86

Certified Copy

No. 10670

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

UUU 7386
41 0559

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Richard Head or Andrew J. Janda or John F. Rougagnac or C. Stephen Crum or Virginia J. Witty or Sue Kohler or Rock N. Houstoun or Donald E. Woodard, Jr. or Harlan J. Berger 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 29th day of September, 19 89

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Attest:

(Seal) Diana M. Klenert
Assistant Secretary

SEABOARD SURETY COMPANY,
By Michael B. Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET ss.:

On this 29th day of September, 19 89, 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. ZUBRYCKI NOTARY PUBLIC STATE OF NEW JERSEY

FELICE M. ZUBRYCKI
NOTARY PUBLIC OF NEW JERSEY
My Commiss on Exp'res June 4, 1991

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 DEC 20 1989 day of, 19

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Ria A. Respoli
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

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
12/20/89

PRODUCER

Houstoun, Woodard & Assoicates, Inc.
4544 Post Oak Place Dr., Suite #378
Houston, Texas 77027

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE 11 0560

AS PER ORIGINAL

CODE SUB-CODE

INSURED

Brown-Harris, Inc. et al
P. O. Box 507
Richmond, Texas 77469

COMPANY LETTER A — Northbrook Property & Casualty Ins. Co.
COMPANY LETTER B
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				GENERAL AGGREGATE $ 2,000
	x COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE $ 2,000
A	CLAIMS MADE x OCCUR	TCPP0700633	7/1/89	7/1/90	PERSONAL & ADVERTISING INJURY $ 1,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE $ 1,000
					FIRE DAMAGE (Any one fire) $ 50
					MEDICAL EXPENSE (Any one person) $ 5
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT $ 1,000
	x ANY AUTO				
A	x ALL OWNED AUTOS				BODILY INJURY (Per person) $
	x SCHEDULED AUTOS				
	x HIRED AUTOS				BODILY INJURY (Per accident) $
	x NON-OWNED AUTOS	CA0700632	7/1/89	7/1/90	
	GARAGE LIABILITY				PROPERTY DAMAGE $
	EXCESS LIABILITY				EACH OCCURRENCE $ 1,000 / AGGREGATE $ 1,000
A	x Umberlla Liab.	UEL0700639	7/1/89	7/1/90	
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION				STATUTORY
	AND				$ (EACH ACCIDENT)
	EMPLOYERS' LIABILITY	Issued By Co.	9/10/89	9/10/90	$ (DISEASE—POLICY LIMIT)
	OTHER				$ (DISEASE—EACH EMPLOYEE)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

RE: Construction of Paving Plantation Place Fort Bend County, Texas

CERTIFICATE HOLDER

Deedco Properties, Inc.
2500 Tanglewilde, Suite 498
Houston, Texas 77063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Harlan J. Berger

ACORD 25-S (3/88)

©ACORD CORPORATION 1988

FORM 150 BOND.8.81

SEABOARD SURETY COMPANY

HOME OFFICE: NEW YORK, N. Y.

41 0561

AS PER ORIGINAL

BOND NO. 183187

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, BROWN-HARRIS, INC.

(hereinafter called the Principal), as Principal, and the SEABOARD SURETY COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of New York, and duly licensed for the purpose of making, guaranteeing or becoming sole Surety on bonds or undertakings required or authorized by the laws of the State of TEXAS, as Surety, are held and firmly bound unto DEEDCO PROPERTIES, INC.

(hereinafter called the Obligee), in the just and full sum of THREE HUNDRED SEVENTY-THREE THOUSAND, SIX HUNDRED FIFTY-ONE AND 50/100---Dollars ($373,651.50) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the 21ST day of DECEMBER, 1989, the said Principal, as contractor, entered into a contract for the PAVING CONSTRUCTION---------- work required in the construction of PLANTATION PLACE, FORT BEND COUNTY, TEXAS----------for the sum of THREE HUNDRED SEVENTY-THREE THOUSAND, SIX HUNDRED FIFTY-ONE AND 50/100---------- Dollars ($ 373,651.50); and

WHEREAS, under the terms of the specifications for said work, the said Principal is required to give a bond in the amount of THREE HUNDRED SEVENTY-THREE THOUSAND, SIX HUNDRED FIFTY-ONE AND 50/100 Dollars ($ 373,651.50) to guarantee the replacement and repair of defective materials or defective workmanship furnished or installed by the said Principal, for a period of ONE (1) YEAR---- from and after the date of the completion and acceptance of same.

NOW, THEREFORE, if the said Principal shall for a period of ONE (1) YEAR------- from and after the date of the completion and acceptance of the said work by said Obligee replace and repair any and all defective materials or defective workmanship in said work, then the above obligation to be void; otherwise to remain in full force and effect.

SEALED with our seals and dated this 23RD day of JANUARY, 1990.

BROWN-HARRIS, INC.
Principal

(Seal)

By: _____

By: _____

SEABOARD SURETY COMPANY

By: _____
Attorney-in-Fact
Andrew J. Janda

(Seal)

TARPEY & COMPANY LICENSE #0102432
P O BOX 924528
HOUSTON, TEXAS 77292-4528
TEXAS LOCAL RECORDING AGENTS

Certified Copy

No. 10670

UUU 7476

41 0562

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Richard Head or Andrew J. Janda or John F. Rougagnac or C. Stephen Crum or Virginia J. Witty or Sue Kohler or Rock N. Houstoun or Donald E. Woodard, Jr. or Harlan J. Berger 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 29th day of September, 19 89

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Attest:

(Seal) Diana M. Klenert
Assistant Secretary

SEABOARD SURETY COMPANY,

By Michael B. Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET ss.:

On this 29th day of September, 19 89, 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. ZUBRYCKI NOTARY PUBLIC STATE OF NEW JERSEY

FELICE M. ZUBRYCKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 4, 1991

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 23RD day of JANUARY, 19 90

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Ria A. Respoli
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

FIL

'90 FEB -6 P4:33

41 0563

AS PER ORIGINAL

COUNTY OF FORT BEND

Engineering Department

#3/4 0564

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

AS PER ORIGINAL

January 29, 1990

Mr. Preston C. Schneider
Construction/Maintenance Manager
Lexington Development Corp
6101 Sartartia Way
Sugar Land, TX 77479

9006449

9006452

Re: Replacement Bonds

Dear Mr. Schneider:

As per your letter dated January 24, 1990, I have reviewed the "Replacement Bonds" and have no objections. Attached is a list of four(4) Subdivisions and/or Roads you are requesting that the Bonds be replaced on.

I will recommend that these items be placed on the Commissioners' Court Agenda for Monday, February 5, 1990.

If you have any questions or comments regarding this matter, feel free to contact me.

Sincerely,

Karl E. Baker

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

KEB/mk

attachment

cc: Commissioner Bob Lutts, Fort Bend County Precinct 4
Mr. Larry Wagenbach, Fort Bend County Asst. Dist. Attorney - Civil
Mr. Ron Drachenberg, Fort Bend County Engineer
file

AS PER ORIGINAL

The following is a list of the Subdivisions and or Roads and their original Bond. These are currently being replaced by Lexington Development with either Maintenance or Performance/Payment Bonds.

GATEWAY BLVD./SARTARTIA WAY

CURRENT	REPLACEMENT
Dev. Bond #618-2336 $168,900.00 (12/20/88)	Rider Bond #618-3226 $39,195.00 (effective 1/8/90) 2,613 LF x $15.00 = $39,195.00

WALKER'S STATION, SECTION 1

CURRENT	REPLACEMENT
Dev. Bond #618-2338 $319,500.00 (12/20/88)	Rider Bond #618-2338 $86,250.00 (effective 1/8/90) 5,750 LF x $15.00 = $86,250.00

ROBINSON'S LANDING, SECTION 2

CURRENT	REPLACEMENT
Dev. Bond #618-2339 $168,750.00 (12/20/88)	Rider Bond #618-2339 $47,595.00 (effective 1/8/90) 3,173 LF x $15.00 = $47,595.00

CLAYTON'S BEND, SECTION 1

CURRENT	REPLACEMENT
Dev. Bond #618-2337 $122,500.00 (12/20/88)	Rider Bond #618-2337 $36,750.00 (effective 1/8/90) 2,450 LF x $15.00 = $36,750.00

FEB/mk
1/29/90

41 0566

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

AS PER ORIGINAL

January 29, 1990

9006449

9006452

Mr. Preston C. Schneider
Construction/Maintenance Manager
Lexington Development Co.
6101 Sartartia Way
Sugar Land, TX 77479

Re: Replacement Bonds

Dear Mr. Schneider:

As per your letter dated January 24, 1990, I have reviewed the "Replacement Bonds" and have no objections. Attached is a list of four(4) Subdivisions and/or Roads you are requesting that the Bonds be replaced on.

I will recommend that these items be placed on the Commissioners' Court Agenda for Monday, February 5, 1990.

If you have any questions or comments regarding this matter, feel free to contact me.

Sincerely,

Karl E. Baker

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

KEB/mk

attachment

cc: Commissioner Bob Lutts, Fort Bend County Precinct 4
Mr. Larry Wagenbach, Fort Bend County Asst. Dist. Attorney - Civil
Mr. Ron Drachenberg, Fort Bend County Engineer
file

AS PER ORIGINAL

The following is a list of the Subdivisions and or Roads and their original Bond. These are currently being replaced by Lexington Development with either Maintenance or Performance/Payment Bonds.

GATEWAY BLVD./SARTARTIA WAY

CURRENT
Pav. Bond #618-2336 $168,900.00
(12/20/88)

REPLACEMENT
Rider Bond #618-3226 $39,195.00
(effective 1/8/90)
2,613 LF x $15.00 = $39,195.00

WALKER'S STATION, SECTION 1

CURRENT
Pav. Bond #618-2338 $319,500.00
(12/20/88)

REPLACEMENT
Rider Bond #618-2338 $86,250.00
(effective 1/8/90)
5,750 LF x $15.00 = $86,250.00

ROBINSON'S LANDING, SECTION 2

CURRENT
Pav. Bond #618-2339 $168,750.00
(12/20/88)

REPLACEMENT
Rider Bond #618-2339 $47,595.00
(effective 1/8/90)
3,173 LF x $15.00 = $47,595.00

CLAYTON'S BEND, SECTION 1

CURRENT
Pav. Bond #618-2337 $122,500.00
(12/20/88)

REPLACEMENT
Rider Bond #618-2337 $36,750.00
(effective 1/8/90)
2,450 LF x $15.00 = $36,750.00

KEB/mk
1/29/90

9006449

Fidelity and Deposit Company

Y1 0568

OF MARYLAND

AS PER ORIGINAL

RIDER

To be attached to and form a part of Paving Bond Bond, No. 6182336

dated the 20th day of December 19.88, issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, on behalf of Lexington Development Company, as Principal, in the penal sum of One hundred & sixty-eight thousand, nine hundred--xx/100 Dollars ($168,900.....), and in favor of Jodie Stavinoha County Judge Fort Bend County, Texas

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Reduction of bond amount to $15./ft. Sartartia Way - 1,848 linear feet of 6" pavement Gateway Boulevard - 765 linear feet of 7" pavement in New Territory

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 29th day of November 19.89

Signed, sealed and dated this 8th day of January 1990

ATTEST:

Lexington Development Company

.....

.....Principal

.....

.....

ACCEPTED:

FIDELITY & DEPOSIT COMPANY OF MARYLAND

.....

by.....

Chris P. Enright Attorney-In-Fact

AS PER ORIGINAL

41 0569

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 John Wendell, Chris P. Enright, Trent Percy, Pamela L. Raymond and Lydia Condotta, all of Toronto, Ontario and Stephen T. Green of Halifax, Nova Scotia, 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.....

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 John Wendell, etal, dated, May 11, 1988.

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 8th day of June, A.D. 1989

FOR YOUR PROTECTION
DON'T FOR THE FBO WATERMARK

ATTEST: SEAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE ss:

On this 8th day of June, A.D. 1989, 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 deposeth 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.

CAROL J. FADER NOTARY PUBLIC

Carol J. Fader

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 8th day of January, 1990.

210

Christopher T. Maddox
Assistant Secretary

AS PER ORIGINAL 41 0570

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."

FI

'90 FEB -6 P4:33

11126b

9006450

Fidelity and Deposit Company 41 0571

OF MARYLAND

AS PER ORIGINAL

RIDER

To be attached to and form a part of.....Paving Bond.....Bond,No..6182337

dated the..20th..day of...December...19..88.....,issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, on behalf of.....Lexington Development Company.....

.....,as Principal, in the penal sum of..One hundred & twenty-two thousand, five

hundred ---xx/100.....Dollars($..122,500.....),and in favor of...Jodie Stavinoha, County Judge...

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

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Reduction of Bond Amount to $15/ft - 2,450 linear feet of 6" pavement in Hodge's Bend Section One in New Territory

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the..29th.day of....November.....1989...

Signed, sealed and dated this..8th.....day of....January.....1990.....

Lexington Development Company

ATTEST:

.....

.....Principal

.....

.....

ACCEPTED:

FIDELITY & DEPOSIT COMPANY OF MARYLAND

.....

by.....

Chris P. Enright Attorney-In-Fact

41 0572

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 John Wendell, Chris P. Enright, Trent Percy, Pamela L. Raymond and Lydia Condotta, all of Toronto, Ontario and Stephen T. Green of Halifax, Nova Scotia, 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.....

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 John Wendell, etal, dated, May 11, 1988.

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 8th day of June, A.D. 1989

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: SEAL

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE ss:

On this 8th day of June, A.D. 1989, 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 deposeth 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.

CAROL J. FADER NOTARY PUBLIC

Carol J. Fader

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 8th day of January, 1990.

210

Christopher T. Maddox
Assistant Secretary

AS PER ORIGINAL 41 0573

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

'90 FEB -6 P4:33

1.1128b

9006451

41 0574

AS PER ORIGINAL

Fidelity and Deposit Company

OF MARYLAND

RIDER

To be attached to and form a part of.....Paving Bond.....Bond,No..6182339

dated the..20th.day of...December...19..88....,issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, on behalf of...Lexington Development Company.....,as Principal, in the penal sum of..One hundred & sixty-eight thousand, seven ndred & fifty--xx/100 Dollars($..168,750.00...),and in favor of...Jodie Stavinoha, County Judge, Ft. Bend County, Texas

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Reduction of Bond Amount to $15/ft. - 2,971 linear feet of 6" pavement and 202 linear feet of 7" pavement in Robinson's Landing, Section Two in New Territory

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the...29th.day of.....November.....19..89..

Signed, sealed and dated this.....11th.....day of.....January.....19..90.....

ATTEST:

Lexington Development Company

.....Principal

.....

.....

.....

ACCEPTED:

FIDELITY & DEPOSIT COMPANY OF MARYLAND

.....

by.....

Chris P. Enright Attorney-In-Fact

41 0575

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 John Wendell, Chris P. Enright, Trent Percy, Pamela L. Raymond and Lydia Condotta, all of Toronto, Ontario and Stephen T. Green of Halifax, Nova Scotia, 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.....

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 John Wendell, etal, dated, May 11, 1988.

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 8th day of June, A.D. 19 89

ATTEST: SEAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE ss:

On this 8th day of June, A.D. 1989, 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 deposeth 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.

CAROL J. FADER NOTARY PUBLIC

Carol J. Fader

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 11th day of January, 1990.

210

Christopher T. Maddox
Assistant Secretary

COPY YOUR PROTECTED DOCUMENT FOR THE RECORD BEFORE SIGNING

AS PER ORIGINAL 41 0576

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."

FI

'90 FEB -6 P4:34

1.1426b

2-5-90 #26

9006452

AS PER ORIGINAL 41 0577

Fidelity and Deposit Company

OF MARYLAND

RIDER

To be attached to and form a part of.....Paving Bond.....Bond,No.....6182338

dated the...20th...day of...December.....19...88....,issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, on behalf of.....Lexington Development Company.....

.....,as Principal, in the penal sum of...Three hundred & nineteen thousand, five hundred --xx/100...Dollars($...319,500.....),and in favor of....Jodie Stavinoha, County Judge.....Fort Bend County, Texas.....

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

The Reduction of the Bond Amount to $15/ft 5,110 linear feet of 6" pavement and 640 linear feet of 7" pavement in Walker's Station, Section One in New Territory

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the...29...day of...November.....19...89...

Signed, sealed and dated this.....8th.....day of.....Janaury.....19...90.....

ATTEST:

Lexington Development Company

.....

.....Principal

.....

.....

ACCEPTED:

FIDELITY & DEPOSIT COMPANY OF MARYLAND

.....

by.....

Chris P. Enright Attorney-In-Fact

41 0578

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 John Wendell, Chris P. Enright, Trent Percy, Pamela L. Raymond and Lydia Condotta, all of Toronto, Ontario and Stephen T. Green of Halifax, Nova Scotia, 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.....

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 John Wendell, etal, dated, May 11, 1988.

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 8th day of June, A.D. 1989

FOR YOUR PROTECTION
BOOK FOR THE FAID WATERMARK

ATTEST: SEAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE ss:

On this 8th day of June, A.D. 1989, 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 deposeth 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.

Carol J. Fader
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 8th day of January, 1990.

210

Christopher T. Maddox
Assistant Secretary

AS PER ORIGINAL 41 0579

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

'90 FEB -6 P4:35

[illegible]

11428b

37

11 0580

February 1, 1990

AS PER ORIGINAL

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

FROM: Bill Thomas, Personnel Analyst

RE: Performance Review Committee recommendations for Commissioner's Court consideration.

---

1. Recommend the salary placement of Joseph Prejean at a grade 10 step 8 (925 bi-weekly) as Deputy in Constable Breeding's Office in Precinct 2. This recommendation is based on levels paid similar positions doing similar work in other precincts.

2. Recommend Drainage District be allowed to fill a Heavy Equipment Operator I position at grade 8 step 11 (11.15 hourly). This position would be filled by Jack Butler, previous employee who left Drainage on 10/28/88 from a Heavy Equipment Operator III position at grade 11 step 9 (12.66 hourly).

3. Recommend Library have flexibility to hire a Coordinator grade 12 up to a step 6 (980 bi-weekly) since it may be necessary to hire at this level in order to hire qualified applicants with experience.

4. Recommend the new Library Maintenance Coordinator (Jimmy Guest) who transferred from Building Maintenance be moved to a grade 9 step 11 salary (955 bi-weekly) which was the salary level of the previous Maintenance Coordinator.

BT:

Bill Thomas

38

41 0581

FORT BEND COUNTY TREASURER

KATHY HYNSON

TO: COUNTY JUDGE AND COMMISSIONERS' COURT

FROM: KATHY HYNSON

IN RE: OUTSTANDING CHECKS FROM 1988 THAT NEED TO BE VOIDED

GENERAL FUND----------	2,563.83	(9)
JURY FUND----------	1,212.00	(156)
FARM TO MARKET/LATERAL ROAD----------	1,003.13	(1)
DRAINAGE DISTRICT MAINTENANCE AVAIL.-----	50.00	(1)
INSURANCE ESCROW----------	808.16	(1)
90-0044-5 TREASURERS ACCT. TOTAL	5,637.12	
FEE OFFICERS ACCT. 90-0029-1----------	2,067.90	(19)
TOTAL TO BE VOIDED	$ 7,705.02	

309 SOUTH 4TH, P.O. BOX 1202, RICHMOND, TEXAS 77469, (713) 341-3750

39/1

41 0582 39/1

AS PER ORIGINAL

1990 BIG CREEK BY-PASS BID TABULATION

BIDDER	ATTENDED PREBID	BID SIGNED	INITIALED PAGES	QUALIFICATION STATEMENT	FINANCIAL STATEMENT	BID PRICE	MISCELLANEOUS COMMENT
LONE STAR CONSTRUCTION	YES	YES	YES	YES	YES	$0.385/YD	PLAN TO EXCAVATE WITH TRACTORS & SCRAPERS
LONNIE LISCHKA	YES	YES	YES	YES	YES	$0.49/YD	PLAN TO EXCAVATE WITH TRACTORS & SCRAPERS
MASTER CONTRACTORS, INC.	YES	YES	YES	YES	YES	$0.495/YD	DOES NOT SPECIFICALLY STATE WHAT EQUIPMENT WILL BE USED FOR EXCAVATION, BUT OWNS TRACKHOES & SCRAPERS
STAR CONCRETE CONSTRUCTION	YES	YES	YES	YES	NO	$0.525/YD	PLAN TO EXCAVATE WITH DRAGLINE AND FINISH SLOPES WITH DOZERS
J K EXCAVATING & TRUCKING	YES	YES	YES	YES	NO	$0.60/YD	PLAN TO EXCAVATE WITH DRAGLINE AND FINISH SLOPES WITH DOZERS
ADDICKS SERVICES, INC.	YES	YES	YES	YES	YES	$0.60/YD	DID NOT SPECIFICALLY STATE WHAT EQUIPMENT WOULD BE USED FOR EXCAVATION
HATCHER CONSTRUCTION CO.	YES	YES	YES	YES	NO	$0.64/YD	DID NOT SPECIFICALLY STATE WHAT EQUIPMENT WOULD BE USED FOR EXCAVATION; OWNS DRAG-LINE
L & W EXCAVATORS, INC.	YES	YES	YES	YES	YES	$0.669/YD	DID NOT SPECIFICALLY STATE WHAT EQUIPMENT WOULD BE USED FOR EXCAVATION; DRAGLINES & SCRAPERS AVAILABLE
KING CONSTRUCTION MATERIALS CO., INC.	YES	YES	YES	YES	YES	$0.76/YD	PLAN TO USE 4 SCRAPERS AND 1 DOZER FOR EXCAVATION
KLERKS CONSTRUCTION CORP.	YES	NO	YES	YES	YES	$1.04/YD	PLAN TO USE A 235 EXCAVATOR AND 3-14 YARD DUMP TRUCKS FOR HAULING EXCAVATION TO SPOIL AREA

Refuse removal at Pct. 2 facility, Arcola:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Court finds that the best bid be awarded to CWD Waste System at $150.00 per haul and $50.00 monthly rent per container for refuse removal at Pct. 2 facility, Arcola. (Recorded in minutes in full)

One or more new high-speed reader printers:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Court finds that the best bid be awarded to GLOBAL SERVICES for one new high-speed reader printer in the amount of $21,991.00 for County Clerk. (Recorded in minutes in full)

Purchase of not less than 21 new 1990 full-size police package automobiles:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Court finds that the best bid be awarded to KNAPP CHEVROLET for 23 vehicles in the amount of $11,369.00 each plus V-8 under 400 CID at $123.00 each. (Recorded in minutes in full)

Purchase of not less than 2 new 1990 special compact automobiles:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, the Court finds that the best bid be awarded to KNAPP CHEVEROLET for 1990 special compact automobile at $12,196.00 each for Sheriff. (Recorded in minutes in full)

40. CONSIDER DECLARING VOID THE CONTRACT WITH AL'S UNIFORMS FOR UNIFORM HATS FOR SHERIFF'S DEPT. (#90-005), EFFECTIVE 2-5-90, AND AUTHORIZE PURCHASE OF UNIFORM HATS ON OPEN MARKET, AS NEEDED:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept withdrawal of (90-005) from Al's Uniforms and authorize Purchasing Agent to purchase uniform hats on the open market. (Recorded in minutes in full)

41. CONSIDER CO-OP AGREEMENT WITH TEXAS FOREST SERVICE FOR RURAL COMMUNITY FIRE PROTECTION AND INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND CITY OF ROSENBERG FOR RURAL COMMUNITY FIRE PROTECTION:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve co-op agreement with Texas Forest Service for rural community fire protection and interlocal agreement between Fort Bend County and City of Rosenberg for rural community fire protection as requested by Tom Talasek, Fire Chief, City of Rosenberg. (Recorded in minutes in full)

42. CONSIDER FLOOR PLAN FOR EAST-END ANNEX:

Marsha Gaines and Ann Knauth presented plans A-C for consideration and recommend plan C.

43. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (COUNTY LANDFILL & JANITORIAL SERVICE), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E), VTCS, AND CONSIDER ACTION:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize District Attorney to execute an earnest money contract ($10,000) on 19.9009 acres in Farms Subdivision in Rosenberg totaling $900,000. Funds (for earnest money) to come from "Ditch H" Drainage District.

41 0584 39/2

CONTRACT FOR REFUSE REMOVAL PRECINCT #2 FACILITY ARCOLA, TEXAS. BID #90-021.

COMPANY	BID PRICE PER HAUL, PER 30 CU.YD. CONTAINER	MONTHLY RENTAL BID PRICE PER 30 CU.YD. CONTAINER	Estimated *TOTAL ANNUAL BID PRICE
CWD WASTE SYSTEMS 12400 BEDFORD ST. HOUSTON, TX 77031	$150.00	$50.00	$32,400.00
APACK DISPOSAL, INC. P.O. BOX 263045 HOUSTON, TX 77207-3045	$168.00	NO CHARGE	$34,944.00
ACTION TRUCKING COMPANY 1306 E. ANDERSON RD. HOUSTON, TX 77047	$170.00	NO CHARGE	$35,360.00
BEST PAK DISPOSAL P.O. BOX 55409 HOUSTON, TX 77255	$195.00	NO CHARGE	$40,560.00

*FORMULA USED TO DETERMINE TOTAL ANNUAL BID PRICE:

Charge per haul per dumpster x 2 dumpsters x 104 total annual hauls (2 per week average). = $_____

-PLUS-

Dumpster rental charge per month x 2 dumpsters x 12 months. = $_____

TOTAL: $_____

LOW BIDDER'S REFERENCES:

Listo Drywall	Rhodn	964-2343
State Dept. of Highways	Candice	342-2401
Satterfield & Pontikes	George Pontikes	861-2500

39/3

41 0585

PURCHASE AND INSTALLATION OF ONE (1) OR MORE NEW HIGH SPEED READER PRINTERS
BID #90-022

COMPANY	TOTAL UNIT BID PRICE
Global Services, Inc. 2902 W. 12th St. Houston, Texas 77008	$21,991.00

No other bids received.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: JANUARY 14, 1990 & JANUARY 21, 1990

INDIVIDUAL NOTICES MAILED: 16

BID PACKETS PICKED UP OR MAILED: 4

BIDS RECEIVED: 1

39/4

PURCHASE OF NOT LESS THAN TWENTY-ONE (21) NEW 1990 FULL SIZE POLICE PACKAGE AUTOMOBILES. BID #90-023.

COMPANY	UNIT BID PRICE	OPTIONAL EQUIPMENT (ADD TO BID PRICE) LARGEST V-8 ENGINE UNDER 400 CID	AUTOMATIC EMERGENCY BRAKE RELEASE	AIR BAG	$1,000.00 CASHIER'S CHECK SUBMITTED
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX 77210-4179	$11,369.00	$123.00	NOT AVAILABLE	NOT AVAILABLE	YES
LAWRENCE MARSHAL CHEV. P.O. BOX 983 HEMPSTEAD, TX 77445	$11,572.36	$123.00	NOT AVAILABLE	NOT AVAILABLE	YES
TEXSTAR CHEVROLET P.O. BOX 35698 HOUSTON, TX 77235	$11,599.78	$149.42	NOT AVAILABLE	NOT AVAILABLE	YES
MORT HALL FORD 10730 EASTEX FWY HOUSTON, TX 77093	$11,980.00	*$ 43.00 *OPTIONAL ENGINE DOES NOT MEET SPECS: SPECS CALL FOR FUEL INJECTION BIDDING CARBURATED ENGINE.	STANDARD	STANDARD	YES
HELFMAN FORD P.O. BOX 721740 HOUSTON, TX 77272	$12,080.00	$ 43.00	STANDARD	STANDARD	YES

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: JANUARY 14, 1990 & JANUARY 21, 1990; INDIVIDUAL NOTICES MAILED: 45; BID PACKETS PICKED UP OR MAILED: 14; BIDS RECEIVED: 5

NOTE: Houston-Galveston Area Council bids for police package vehicles: Charlie Thomas Ford bidding a LTD Crown Victoria $12,025.00 + 3% service charge = $12,385.75; Knapp Chevrolet bidding a Caprice $13,362.00 = 3% service charge = $13,762.86.

71 0586

39/5

PURCHASE OF NOT LESS THAN TWO (2) NEW 1990 SPECIAL COMPACT AUTOMOBILES. BID #90-024

COMPANY	UNIT BID PRICE	OPTIONAL EQUIPMENT (ADD TO BID PRICE) AUTOMATIC EMERGENCY BRAKE RELEASE	AIR BAG	$1,000.00 CASHIER'S CHECK SUBMITTED
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX 77210-4179	$12,196.00	NOT AVAILABLE	NOT AVAILABLE	YES
HELFMAN FORD P.O. BOX 721740 HOUSTON, TX 77272	$11,852.00	NOT AVAILABLE	STANDARD	YES
	DOES NOT MEET SPECS: SPECS CALL FOR TILT STEERING WHEEL, AUTOMOBILE OFFERED NOT AVAILABLE WITH TILT STEERING.			
MORT HALL FORD, INC. 10730 EA8TEX FWY HOUSTON, TX 77093	$11,972.00	NOT AVAILABLE	STANDARD	YES
	DOES NOT MEET SPECS: SPECS CALL FOR TILT STEERING WHEEL, AUTOMOBILE OFFERED NOT AVAILABLE WITH TILT STEERING.			

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: JANUARY 14, 1990 & JANUARY 21, 1990.

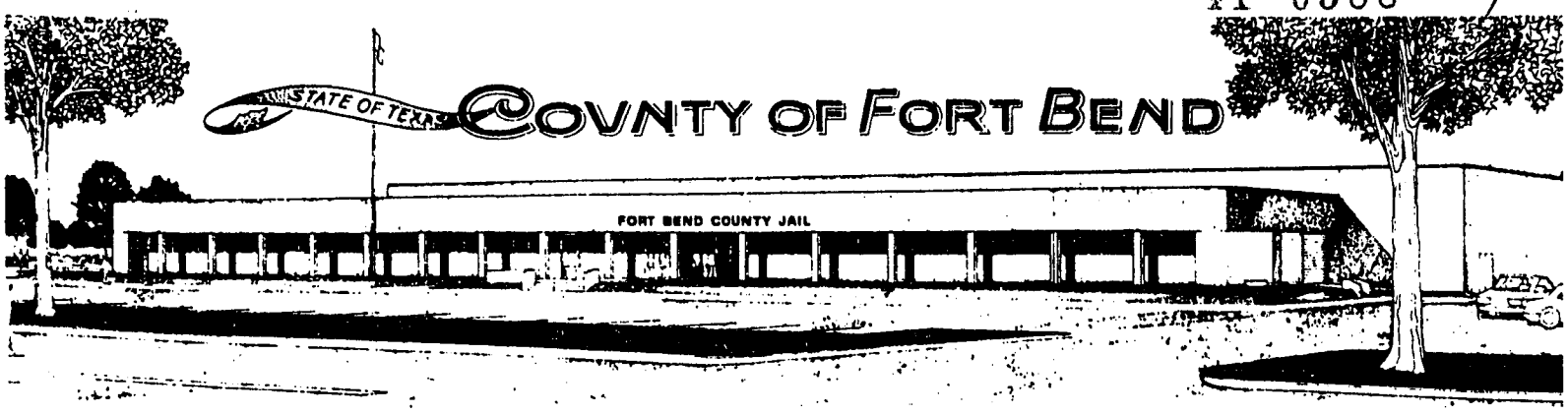
INDIVIDUAL NOTICES MAILED: 45

BID PACKETS PICKED UP OR MAILED: 14

BIDS RECEIVEB: 3

A1 0587

41 0588 401



PERRY R. HILLEGEIST, JR., SHERIFF

January 26, 1990

Mr. John Hammett
Purchasing Agent
P. O. Box 368
Richmond, Texas 77469

Subject: Bid # 90-005

Dear Mr. Hammett:

Al's Uniform Supply was successful bidder and, as such, listed as approved vendor for hats during the 1990 budget year.

For reasons stated in their (Al's Uniform Supply) letter dated 01/22/90, they are unable to meet specifications as bid.

In view of this development we request that you request Commissioners' Court accept Al's Uniform Supply's withdrawal from vendor obligation and authorize Fort Bend County Sheriff Department to purchase hats on the open market as the need arise.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

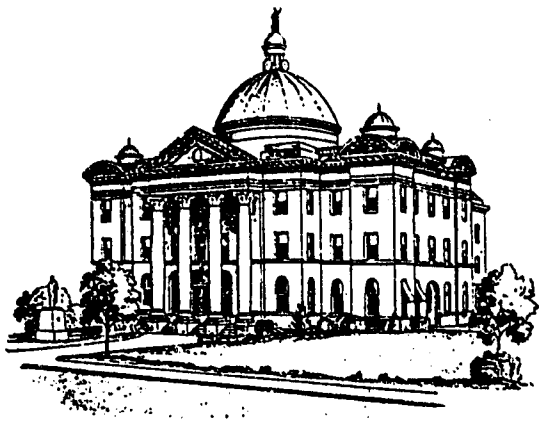
Perry R. Hillegeist, Jr.
Sheriff

PRH/jj

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

41 0589

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

January 25, 1990

Subject: Sheriff Department Winter and Summer Hats. Bid #90-005.

To: Perry Hillegeist
Sheriff
Fort Bend County, Texas

Re: Letter your department dated 22 November 1989 (Incl 1).
Letter Al's Uniform Supply dated 22 January 1990 (Incl 2).

1. In as much as we received only one bid on summer and winter hats for the Sheriff Department (Al's Uniform Supply) and that vendor cannot meet specs and has asked for relief; I recommend you seek approval from Commissioners Court to accept their withdrawal and authorize the purchase of hats on the open market.

2. This must be an agenda item and the deadline for getting it on the agenda is noon Thursday, February 1st.

John J. Hammett

2 Incls: as

41 0590

Al's UNIFORM SUPPLY
A Division of Al's Formal Wear of Houston Inc.
Since 1957

January 22, 1990

FORT BEND COUNTY
Purchasing Dept.
Richmond, Texas 77469

Ref: Annual contract for the purchase of winter and summer hats for the Fort Bend County Sheriff's Department. Bid #90-005.

Gentlemen,

This letter is to advise you that we (Al's Uniform Supply) would like to inform the Commissioner's Court that we are unable to fulfill our part of the bid that we were awarded. The manufacturer we obtained our price from is unable to deliver the hats to us at the specific time as they said they could. We contacted other manufacturer, their delivery time was 3-4 weeks on winter hats, 6-8 weeks on summer hats. We want to stay on Fort Bend's bid list, so we decided at this time to ask to be relieved of our obligations on this bid. We hope we can work together in the future, if you have any questions please call at any time.

Thank you,

Edward L. Vercher
Asst. General Manager

3605 Willowbend Suite 540 • Houston, Texas 77054 • 713/660-6266

Incl 2

THE STATE OF TEXAS {

COUNTY OF FORT BEND {

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF ROSENBERG
FOR RURAL COMMUNITY FIRE PROTECTION

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 the Texas Forest Service (the "Service") entered into that certain cooperative agreement for Rural Community Fire Protection dated December 1, 1989; and,

WHEREAS, City has requested the assistance of the Service in acquiring fire control equipment and tools which will be used in coping with mutual fire problems; and,

WHEREAS, City understands that there are certain funds available through the County under said cooperative agreement by and between County and the Service; and,

WHEREAS, City and County desire that the terms and conditions of said cooperative agreement shall apply to this agreement; and,

WHEREAS, the governing body of City has duly authorized this agreement; and,

WHEREAS, the governing body of 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, City and County hereby agree as follows:

1. Pursuant to the hereinafter described cooperative agreement entered into between County and the Service on December 1, 1989 which is hereby incorporated herein and made a part hereof for all purposes as if same were fully and completely set out in this document, City agrees.

A. To develop an operational fire plan and to cooperate fully with the Service and County in coping with wildfire problems. Also to cooperate with other county, area and regional fire service organizations in coping with mutual fire problems.

B. To use the equipment and tools described in the attached equipment list(s) solely in the suppression of natural cover or structural fires or for other emergencies which threaten the loss of life or property.

C. To title and license non federal excess motor equipment provided under this agreement.

D. To secure the equipment at a mutually agreeable location and to be responsible for all additional repair, and operational costs.

E. To provide for adequate equipment storage and maintenance and to permit annual equipment inspections by Service representatives.

41 0592

AS PER ORIGINAL

RFD EQUIPMENT LISTING

Cooperator Fort Bend County located at Rosenburg, Texas. 77471

Contact Person TOM TALASEK Title FIRE CHIEF

Address ~~501 Jackson~~ 1617 FOURTH ST. Phone No. 713-342-6131

County Fort Bend

THE TEXAS FOREST SERVICE AGREES: To pay up to 50% of the cost of an approved vehicle, to be rigged and used as a fire truck, not to exceed $5,000.00.

Amount reimbursed: $4000.00. Truck purchased from Ryder for a total cost of $8000.00

EQUIPMENT DESCRIPTION:

1. Truck: Type Ford Model F700 Year 1985
   Motor or Serial No. 1FDPK74N1FVA18022 License No. N/A
   Cab _____ Chassis _____
2. Tank: Type CLINDICAL Model _____ Year Mfg. 1990
   Capacity 1560 GALS Dimensions _____
3. Pump: Type HALE PORTABLE Model _____
   Rated Capacity 1/2 g.p.m. at 250 LT pressure.
4. Hose: Pumping - Size 1½ & 3/4 Length 150 / 200
   Type Threads NS4
   Drafting - Size 2½ Length 20 ft.
   Type Threads NS4 Strainer Type BARREL
5. Nozzle: Type FOG ADJUSTABLE Model _____
   Numbe of _____
6. Accessories: List by type and amount

FOG D-TANK

F. That federal excess equipment may not be altered without prior approval of the Service, and that federal excess property must be returned to the Service for final disposition.

G. To maintain current liability and property damage insurance for each piece of equipment loaned; to assume full liability for injury to the operator or others injured by said equipment and for damages resulting from movement or use; and to hold the Service free and harmless from, any and all claims, damages, costs and charges whatsoever.

H. To have all motor vehicles inspected annually by an approved vehicle inspection station, and to submit a copy of the certificate of inspection to the Service.

I. To provide systematic training to members in fire prevention and suppression, safety, and first aid.

3. Pursuant to said Agreement, County agrees to assign the funds received from the Service in the amount of four thousand dollars ($4,000.00) to City as reimbursement for the purchase of the equipment and tools described in the attached equipment list.

4. The above noted equipment described in the attached equipment list(s) has been purchased in part with Federal funds and therefore is subject to use and disposition regulations dealing with Federal property management: Federal share of property shall be amount computed by applying 50% to the current fair market of the equipment involved at the time of disposition and converting to a dollar value. This is then the Federal share in reinvestment for new equipment or for monies returned.

5. Violation of listed stipulations could result in termination of this interlocal agreement and the underlying cooperative agreement further participation in and use of available funds in the Rural Fire Protection program.

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 January, 1991, and must be renewed annually thereafter.

8. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

Signed this 6th day of February, 1990.

ATTEST:

Susan Crim
City Secretary

THE CITY OF ROSENBERG

By: Larry Wilkinson O.D.
Larry Wilkinson
Mayor

Signed this 5 day of February, 1990.

ATTEST:

Dianne Wilson
County Clerk

COUNTY OF FORT BEND

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

4.2

41 0594

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: January 31, 1990

Reference: Commissioners Court Agenda

Please place the following on Commissioners Court Agenda for February 5, 1990.

1. Consider floor plan for East-End Annex.

RECESS:

Commissioners' Court recessed at 12:15 p.m.

RECONVENE:

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

44. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) PURCHASE OF 4 OR MORE NEW FULL-SIZE ½ TON PICKUP TRUCKS, 90-DAY DEL. (#90-025); (2) PURCHASE OF ONE OR MORE NEW FULL-SIZE UTILITY VEHICLES, 10-DAY DELIVERY (#90-026); (3) PURCHASE OF ONE OR MORE NEW FULL-SIZE ½ TON PICKUP TRUCKS, 10-DAY DEL. (#90-027); (4) PURCHASE OF ONE OR MORE NEW MINI-VANS 10-DAY DELIVERY (#90-028); (5) SALE OF 7 SIEZED AND SURPLUS VEHICLES:

Open bids for purchase of 4 or more new full-size ½ ton pickup trucks:

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

A) BARRETT WHITE GMC TRUCKS
B) DUB MILLER FORD
C) JOE GRILLO OLDSMOBILE-DODGE
D) LAWRENCE MARSHAL CHEV-OLDS
E) MORT HALL FORD
F) TEXSTAR CHEVROLET

Open bids for purchase of full-size utility vehicles:

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

A) DUB MILLER FORD
B) JOE GRILLO OLDSMOBILE-DODGE
C) LAWRENCE MARSHALL CHEV-OLDS
D) MORT HALL FORD

Open bids for purchase of one or more new full-size ½ ton pickup trucks:

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

A) DUB MILLER
B) JOE GRILLO OLDSMOBILE-DODGE
C) LAWRENCE MARSHALL CHEV-OLDS
D) MORT HALL FORD

Open bids for purchase of one or more new mini-vans:

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

A) JOE GRILLO OLDSMOBILE-DODGE
B) LAWRENCE MARSHALL CHEV-OLDS
C) MORT HALL FORD
D) TEXSTAR CHEVROLET

Open bids for sale of 7 seized and surplus vehicles:

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

A)	MARK D. HALLQUIST	$ 476.00	Item #1
B)	JOHN M. YOUNG	$ 75.00	Item #1
C)	MARK D. HALLQUIST	$1676.00	Item #2
D)	JOHN M. YOUNG	$1325.00	Item #2
E)	JOHN M. YOUNG	$3500.00	Item #4
F)	SW SANITATION SYS.	$5001.00	Item #4
G)	LEDWIGS GRAVEL	$4100.00	Item #4
H)	ROBERT LINK	$ 303.77	Item #1

PURCHASE OF FOUR (1) OR MORE NEW FULL SIZE 1/2 TON PICKUP TRUCKS
(90 DAY DELIVERY). BID NUMBER 90-025

41 0596

COMPANY	Per unit
A.C. COLLINS FORD, INC.	
BARRETT WHITE GMC TRUCKS ✓	11,313.00
BECK & MASTEN PONTIAC-GMC, INC.	
BOB MARCO BUICK-GMC-MAZDA	
CHAMPION CHRYSLER PLYMOUTH, INC.	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
CHUCK RATHERT CHEV.	
DAN BOONE CHEVROLET	
DEMONTROND TRUCK CENTER	
DUB MILLER FORD ✓	10,994.75
EAST BERNARD FORD, INC.	
EXCELLANCE INCORPORATED	
FRANK GILLMAN PONTIAC CO.	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	
GOODSON GMC	
GREENVILLE FORD LINCOLN MERCURY	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD, INC.	
JOE CAMP FORD	
JOE GRILLO OLDSMOBILE-DODGE ✓	10,503.50
JOE MYER'S FORD, INC.	
KINSEL FORD	

PURCHASE OF FOUR (1) OR MORE NEW FULL SIZE 1/2 TON PICKUP TRUCKS (90 DAY DELIVERY). BID NUMBER 90-025

41 0597

COMPANY	
KNAPP CHEVROLET, INC.	
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAROCHE CHEVROLET-CADILLAC	
LAWRENCE MARSHAL CHEV-OLDS	10,937.29
LES MARKES CHEVROLET MAZDA	
MACK HAIK PEACOCK CHEVROLET	
MILLER CHEVROLET	
MORT HALL FORD	10,956.00
NOBLE PONTIAC GMC	
NORTHWEST FORD MERCURY DBA MARSHALL FORD	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC.	
TEXSTAR CHEVROLET	10,359.00
UNIVERSAL FORD SALES, INC.	
WEST SIDE AUTO SALES	
WESTWAY FORD, INC.	

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE UTILITY VEHICLE (10 DAY DELIVERY)
BID NUMBER 90-026

41 0598

COMPANY	
A.C. COLLINS FORD, INC.	
BARRETT WHITE GMC TRUCKS	
BECK & MASTEN PONTIAC-GMC, INC.	
BOB MARCO BUICK-GMC-MAZDA	
CHAMPION CHRYSLER PLYMOUTH, INC.	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
CHUCK RATHERT CHEV.	
DAN BOONE CHEVROLET	
DEMONTROND TRUCK CENTER	
DUB MILLER FORD ✓	NO BID
EAST BERNARD FORD, INC.	
EXCELLANCE INCORPORATED	
FRANK GILLMAN PONTIAC CO.	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	
GOODSON GMC	
GREENVILLE FORD LINCOLN MERCURY	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD, INC.	
JOE CAMP FORD	
JOE GRILLO OLDSMOBILE-DODGE ✓	15,929.00
JOE MYER'S FORD, INC.	
KINSEL FORD	

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE UTILITY VEHICLE (10 DAY DELIVERY)
BID NUMBER 90-026

41 0599

COMPANY	~~Est~~ w/optional equip
KNAPP CHEVROLET, INC.	
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAROCHE CHEVROLET-CADILLAC	
LAWRENCE MARSHAL CHEV-OLDS ✓	18,056.28
LES MARKES CHEVROLET MAZDA	
MACK HAIK PEACOCK CHEVROLET	
MILLER CHEVROLET	
MORT HALL FORD ✓	11,823.00
NOBLE PONTIAC GMC	
NORTHWEST FORD MERCURY DBA MARSHALL FORD	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC.	
TEXSTAR CHEVRLOET	
UNIVERSAL FORD SALES, INC.	
WEST SIDE AUTO SALES	
WESTWAY FORD, INC.	

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE 1/2 TON PICKUP TRUCKS
BID NUMBER 90-027

41 0600

COMPANY	Base / w optional equip
A.C. COLLINS FORD, INC.	
BARRETT WHITE GMC TRUCKS	
BECK & MASTEN PONTIAC-GMC, INC.	
BOB MARCO BUICK-GMC-MAZDA	
CHAMPION CHRYSLER PLYMOUTH, INC.	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
CHUCK RATHERT CHEV.	
DAN BOONE CHEVROLET	
DEMONTROND TRUCK CENTER	
DUB MILLER FORD ✓	NO BID
EAST BERNARD FORD, INC.	
EXCELLANCE INCORPORATED	
FRANK GILLMAN PONTIAC CO.	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	
GOODSON GMC	
GREENVILLE FORD LINCOLN MERCURY	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD, INC.	
JOE CAMP FORD	
JOE GRILLO OLDSMOBILE-DODGE ✓	11,055.00
JOE MYER'S FORD, INC.	
KINSEL FORD	

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE 1/2 TON PICKUP TRUCKS
BID NUMBER 90-027

41 0601

COMPANY	base	w/option equip
KNAPP CHEVROLET, INC.		
LANDMARK CHEVROLET NORTH		
LANDMARK CHEVROLET/GMC S.W.		
LAROCHE CHEVROLET-CADILLAC		
LAWRENCE MARSHAL CHEV-OLDS	NO BID	11,887.00
LES MARKES CHEVROLET MAZDA		
MACK HAIK PEACOCK CHEVROLET		
MILLER CHEVROLET		
MORT HALL FORD	NO BID	11,707.00
NOBLE PONTIAC GMC		
NORTHWEST FORD MERCURY DBA MARSHALL FORD		
RUSSELL AND SMITH FORD		
RUSSELL BROS. OF TEXAS		
SOUTHWEST LINCOLN-MERCURY, INC.		
TEXSTAR CHEVRLOET		
UNIVERSAL FORD SALES, INC.		
WEST SIDE AUTO SALES		
WESTWAY FORD, INC.		

PURCHASE OF ONE (1) OR MORE NEW MINI VANS (10 DAY DELIVERY) 41 0602
BID NUMBER 90-028

COMPANY	
A.C. COLLINS FORD, INC.	
BARRETT WHITE GMC TRUCKS	
BECK & MASTEN PONTIAC-GMC, INC.	
BOB MARCO BUICK-GMC-MAZDA	
CHAMPION CHRYSLER PLYMOUTH, INC.	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
CHUCK RATHERT CHEV.	
DAN BOONE CHEVROLET	
DEMONTROND TRUCK CENTER	
DUB MILLER FORD	
EAST BERNARD FORD, INC.	
EXCELLANCE INCORPORATED	
FRANK GILLMAN PONTIAC CO.	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	
GOODSON GMC	
GREENVILLE FORD LINCOLN MERCURY	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD, INC.	
JOE CAMP FORD	
JOE GRILLO OLDSMOBILE-DODGE	16,754.00
JOE MYER'S FORD, INC.	
KINSEL FORD	

PURCHASE OF ONE (1) OR MORE NEW MINI VANS (10 DAY DELIVERY)
BID NUMBER 90-028

41 0603

COMPANY	
KNAPP CHEVROLET, INC.	
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAROCHE CHEVROLET-CADILLAC	
LAWRENCE MARSHAL CHEV-OLDS	13,067.63
LES MARKES CHEVROLET MAZDA	
MACK HAIK PEACOCK CHEVROLET	
MILLER CHEVROLET	
MORT HALL FORD	12,286.00
NOBLE PONTIAC GMC	
NORTHWEST FORD MERCURY DBA MARSHALL FORD	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC.	
TEXSTAR CHEVROLET	12,595.47
UNIVERSAL FORD SALES, INC.	
WEST SIDE AUTO SALES	
WESTWAY FORD, INC.	

44/5 7 vehicles

41 0604

Mark D. Hallquist	476.00	Item #1
John M. Young	75.00	"
Mark D. Hallquist	1676.00	Item #2
John M. Young	1325.00	"
John M. Young	3500.00	Item #4
SW Sanitation System	5001.00	"
Hedwigs Gravel	4100.00	"
Robert Link	303.77	Item #1
M. Travino	101.50	Item #5
Beasley VFD	201.00	Item 7
B&W Enterprise	505.00	#7
" "	505.00	#6

List in item # order

41-0604A

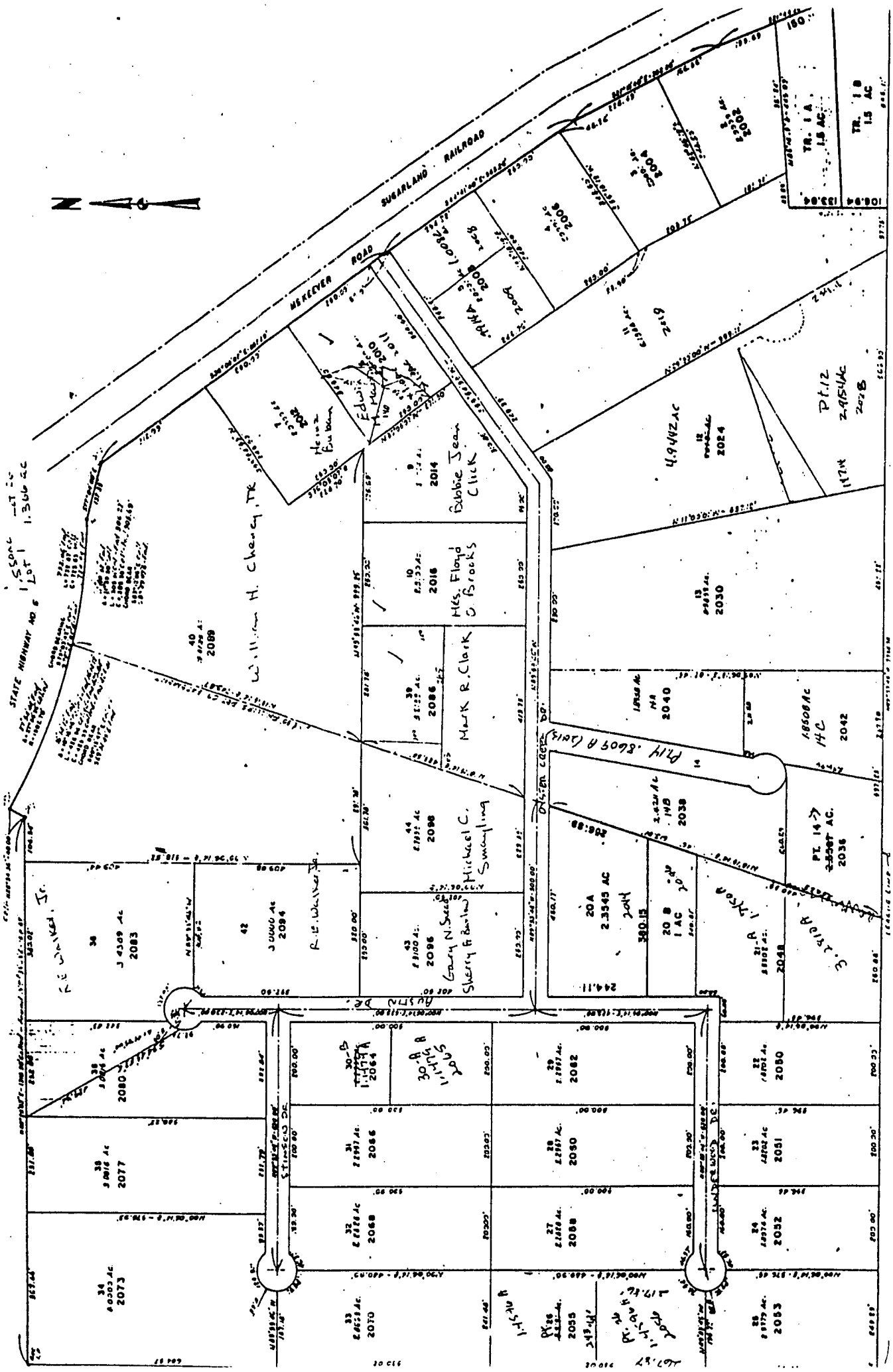


Exhibit "A"

I)	M. TREVINO	$ 101.50	Item #5
J)	BEASLEY VFD	$ 201.00	Item #7
K)	B & W ENTERPRISE	$ 505.00	Item #7
L)	B & W ENTERPRISE	$ 505.00	Item #7

45. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts absent for vote and Judge Stavinoha voting yes, it is ordered to approve bills as presented by County Auditor. (Recorded in minutes in full)

46. ADJOURNMENT:

Commissioners' Court adjourned at 1:50 p.m. Monday, February 5, 1990.

45

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990 41 0606

On this the _____ day of _____, 1990 at a _____ Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

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

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

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 14, 19 90.

STARTING WITH
FILM CODE NO. 90 vol.41 pg. 0410

ENDING WITH
FILM CODE NO. 90 vol.41 pg.0606

COURT OF FORT BEND COUNTY, TEXAS

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 14 DAY OF MARCH, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 0609.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
MARTIN G.MARTIN DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, FEBRUARY 12, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 5, 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 approving plats for the following in Pct. 1: (1) amending plat for Greatwood Village, Sec. 1 replat; (2) Greatwood Golf Course maintenance facility; (3) Greatwood Golf Clubhouse Center; (4) Greatwood Visitors Center.

7. Mr. Roman Bohachevsky, County Librarian, re: consider approval of contract with Fort Bend Bar Assn. for administration of Law Library.

8. Sheriff Perry Hillegeist, re: consider accepting forfeited vehicle, 1982 Ford Pickup, VIN-AFTDF15F0CLA31515.

9. Constable R. L Tiny Gaston, Pct. 1, re: request to purchase new vehicle from bid #90-023 (funds available).

10. Consider request(s) for waiver of tax penalties & interest.

11. Consider approval of contract between Fort Bend County and Andersen Consulting, Arthur Andersen & Co., S.C. for study of Data Processing Dept.

12. Consider reclassification of three Pct. 1 employees.

13. Consider approval of interlocal agreements between Fort Bend County and Cities of Beasley, Simonton, Orchard and Fulshear, Pct. 4.

14. Enter into minutes the resolution in support of Texas Industries for Blind & Handicapped program, approved 2-5-90.

15. Consider application from Prime Cable to lay cable under/along Scarlet Maple Dr., Cedar Elm Dr., Burkwood Ct., Needleleaf Ln. & Drake Elm Dr., Pct. 4.

16. Consider application from Heldenfels Brothers Inc. to construct low water crossing across Clear Creek, Pct. 2.

17. Consider advertising for bids on a utility flare, blower(s), propane tank, condensate knockout, and auxilliary piping, concrete, fencing, and misc. support accessories for Landfill.

18. Consider accepting Letter of Credit #I-006212, Amendment #5 for The Grove, Sec. 8, Pct. 4.

19. Consider proposals for administration of Sec. 125 Flexible Benefits Plan.

20. Accept or reject bids on the following: (1) Four or more new full size 1/2 ton pickup trucks, 90 day del., (#90-025); (2) One or more new full size utility vehicle, 10 day del. (#90-026); (3) One or more new full size 1/2 ton pickup trucks, 10 day del. (#90-027); (4) One or more new mini van, 10 day del. (#90-028); (5) Sale of seized & surplus vehicles: 1980 Chev. Camaro; 1976 Mercedes Benz 450; 1978 Int. Truck/Tractor with Flatbed Trailer; 1980 Amb. - Chev. Chassis w/Type 1 Module; 1982 Amb. - Chev. Chassis w/Type I Walk-thru Module; 1983 Amb. - Chev. Chassis w/Type I Walk-thru Module.

21. Consider purchasing vehicles from Bid #90-025 for Drainage District and from Bid #90-023 for Pct. 1.

22. Authorize advertising for bids for the following: (1) One or more pickup trucks for Animal Control (funds available); (2) Annual contract for rental work uniforms.

23. Consider consultant contract with Tax Tech on Fort Bend Parkway Project (#State Hwy. 122).

24. Meet in Closed Session to discuss litigation (BFT landfill) and personnel (workers comp.), as authorized by Art. 6252-17, Sec. 2(e&g), VTCS and consider taking action.

25. 1:30 p.m. - Open and consider bids for the following: (1) One or more new trailer-mounted 200 gal. min. rubberized asphalt kettles (#90-029); (2) One or more new full-size utility vehicles (#90-030); (3) Two or more new full-size pickup trucks (#90-031).

26. Approve bills.

27. Adjournment.

FILED FOR RECORD
TIME 2:50 A.M. P.M.
FEB 8 1990
Diane Wilson
County Clerk, Fort Bend Co. T

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, February 8, 1990 at 3:00 p.m. by Yvonne Hardy.

REGULAR SESSION

BE IT REMEMBERED That on this 12TH day of FEBRUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Regular Session 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. APPROVE MINUTES OF MEETING OF FEBRUARY 5, 1990:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of meeting of February 5, 1990 with corrections to #20 & #39.

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 O'Shieles, duly put and unanimously carried, it is ordered to approve out of town travel request for JUSTICE OF THE PEACE #1, JUSTICE OF THE PEACE #2, P1.2, COMMISSIONER #1, COUNTY CLERK, LIBRARY, FIRE MARSHALL, TAX ASSESSOR/ COLLECTOR and COUNTY ENGINEER. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve maintenance agreement with Mino-Micrographics, Inc. for Tax Assessor/Collector. (Recorded in minutes in full)

6. CONSIDER APPROVING PLATS FOR THE FOLLOWING IN PCT. 1: (1) AMENDING PLAT FOR GREATWOOD VILLAGE, SEC. 1 REPLAT; (2) GREATWOOD GOLF COURSE MAINTENANCE FACILITY; (3) GREATWOOD GOLF CLUBHOUSE CENTER; (4) GREATWOOD VISITORS CENTER:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve plats for Greatwood Village, Sec. 1, replat, Greatwood Golf Course Maintenance Facility, Greatwood Golf Clubhouse Center and Greatwood Visitors Center as presented by Ty Johnson representing Greatwood.

41 0612

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

GARY A. GEICK JUSTICE OF THE PEACE

Period: Date of Departure 3/13/90

Date of Return 3/16/90

Purpose of Trip: JUSTICE OF THE PEACE SEMINAR

Places to be Visited:

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

Gary A. Geick
Name

2/6/90
Date

JUSTICE OF THE PEACE-PCT. #1
Title

* *

Approved: Commissioners' Court

County Judge

2/12/90
Date

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

41 0613

FEB 8 1990

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 WILLIAMS CLERK II

Period: Date of Departure 2/20/90

Date of Return 2/23/90

Purpose of Trip: ADVANCED COURT PERSONNELL SEMINAR

Places to be Visited:

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

Name

2/6/90
Date

JUSTICE OF THE PEACE-PCT. #1
Title

* *

Approved: Commissioners' Court

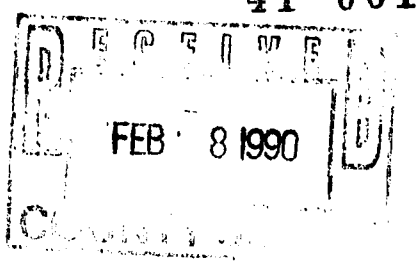
County Judge

2/12/90
Date

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

41 0614

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:

Manuel Zamora

DATE OF DEPARTURE: February 20, 1990

DATE OF RETURN: February 20, 1990

DESTINATION: Hobby Airport Hilton Houston, Texas

PURPOSE OF TRIP: to attend conference on workers compensation -- TPS WC Fund

MODE OF TRANSPORTATION: county vehicle

****

DEPARTMENT HEAD APPROVAL: 0047 R&B Precinct #1
Name & Department

DATE: 02-07-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date 2/8/90)

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

RECEIVED FEB 1990 COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

None

Period: Date of Departure May 1, 1990

Date of Return May 4, 1990

Purpose of Trip: Justice of the Peace School

Places to be Visited: Dallas, Texas

Mode of Transportation (State whether by personal auto, airline, etc.) Airline or personal auto (not known for sure at this time)

Name

February 7, 1990
Date

Justice of the Peace, Pct. 2, Pl. 2
Title

* *

Approved: Commissioners' Court

County Judge

2/12/90
Date

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

This replaces the Feb 11-14 course

41 0616

COUNTY OF FORT BEND

Travel Authorization

RECEIVED FEB 7 1990 COUNTY JUDGE

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County

~~accompanied by the following persons~~:

Period: Date of Departure March 19

Date of Return March 23

Purpose of Trip: Certification in Court Management

Places to be Visited: Washington, D.C.

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

Dianne Wilson
Name

2-8-90
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2/12/90
Date

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

41 0617

RECEIVED
FEB 7 1990
COUNTY

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: March 11, 1990

DATE OF RETURN: March 17, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: 35TH ANNUAL TEXAS FIRE AND ARSON INVESTIGATORS SEMINAR

MODE OF TRANSPORTATION: County Car

****

DEPARTMENT HEAD APPROVAL: Gary A. Tilton, Fort Bend County Fire Marshal
Name & Department

DATE: 02/06/90

Signature

****

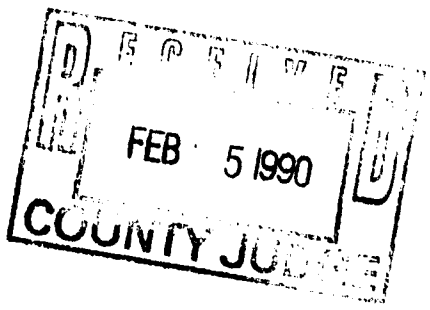
APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/12/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 0618



COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

MARSHA P. GAINES

LYDIA BOURG

LAURA GARNER

ALICIA MARTINEZ, VONNIE WEEKS, LISA CASTILLO

Period: Date of Departure APRIL 17, 1990

Date of Return APRIL 17, 1990

Purpose of Trip: RTS SYSTEM SEMINAR

Places to be Visited: WEST COLUMBIA, TEXAS

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

Marsha P. Gaines
Name

FEBRUARY 5, 1990
Date

TAX ASSESSOR/COLLECTOR
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2/12/90
Date

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

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
41 0619
FEB 9 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Ron Drachenberg

Dwayne Grigar

DATE OF DEPARTURE: 2/14/90

DATE OF RETURN: 2/16/90

DESTINATION: Austin

PURPOSE OF TRIP: Attend the Government's Technology Event.

MODE OF TRANSPORTATION: county vehicle

****

DEPARTMENT HEAD APPROVAL: Ron D. Drachenberg, P.E.,R.P.S./Engineering
Name & Department

DATE: 2/9/90

Signature Ron D. Drachenberg By BWE

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/12/90

(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

RECEIVED 41 0620 1990 COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Linda Harmon (April 5-6)
Edna Platte (April 3-4)
Molly Krukewitt (April 3-7)
Pat Spiller (April 3-7)
Lorri Lessey (April 4)
Carol Vaughan (April 3-7)
Jeanne Witt (April 3)

DATE OF DEPARTURE: April 3, 1990

DATE OF RETURN: April 7, 1990

DESTINATION: Dallas, Texas

PURPOSE OF TRIP: To attend Texas Library Association Annual Conference.

MODE OF TRANSPORTATION: airline

****

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

DATE: 2-7-90

Roman S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/12/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

5

MINO-MICROGRAPHICS, INC.

Orange County-Los Angeles-San Francisco
Dallas-San Antonio-Houston
Oklahoma City-Honolulu

JAN 2 4 1990

MINO-MICROGRAPHICS, INC. PROVIDES: 11 0621

1. Emergency service calls at no additional charge.
2. Factory trained technicians to give quality services.
3. All parts except lamps and Copy Drums replaced free of charge.
4. Reduced down-time, which means more profit.
5. Scheduled inspections, which are made each contract year.
6. Planned maintenance procedures to insure carefree operation.
7. Quick, effective service to keep your machines in operation.

PRODUCT MAINTENANCE AGREEMENT

Installation Location

FORT BEND COUNTY TAX ASSESSOR
500 JACKSON-BASEMENT
RICHMOND, TEXAS 77469
ATTN:PATSY SCHULTZ
Tel (713) 341-3732

Service Location: AGENDA
MINO-MICROGRAPHICS, INC. 5
Branch Office Address
7171 HARWIN, SUITE 102
HOUSTON, TEXAS 77036
Tel (713) 974-2240

Manufacturer/Model No.	Serial No.	Meter Reading	PMI's/Yr.	Zone	Annual Fee
Minolta RP605Z	360889	114(1-9-90)	1	1	$599.00
RC 9B	160734		1	1	$333.00
Excludes: Drum, lamps and consumable supplies.					
One year or 15,000 prints, whichever occurs first.					

Transaction: New X Renewal ____ Other ____ Total Annual Fee (Excluding tax) $932.00

Customer Billing Address:
FORT BEND COUNTY TAX ASSESSOR
PO BOX 399
RICHMOND, TEXAS 77469

Effective Date:
From 3-5-90
To 3-4-91

Customer Account No. 397786

Purchase Order No. ____ **P.O. Date** ____

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS.

CUSTOMER

By ____ Signature ____ Date

By ____ Printed Name

Title ____

MINO-MICROGRAPHICS, INC.

By C.A. Hungerford Signature 1-12-90 Date

By C.A. HUNGERFORD Printed Name

Title SERVICE MANAGER

HOME OFFICE COPY

PROVISIONS OF THE MINO-MICROGRAPHICS AGREEMENT

41 0622

AS PER ORIGINAL

General Scope
This Agreement covers both the labor and the material for adjustments, repairs and replacements of parts as necessitated by normal use of the machine. Damage or loss resulting from misuse or perils such as fire, theft, water damage, or for any other cause external to the machine, are not covered. The use of unauthorized parts, components, modification, or personnel to effect repairs or changes will cause this agreement to be null and void.

Service Calls
Execution of an agreement service call will be made during normal business hours at the installation address specified on the reverse side. Travel and labor time on calls after business hours, Saturdays, Sundays and holidays are charged to the customer at established overtime rates.

Extent of Labor Services
Labor service afforded during an agreement service call includes lubrication of the unit and the adjustment, repair or replacement of functional parts or elements described in the following paragraph.

Parts Repair And Replacement
Replacement or repair of functional parts (except lamps and Copy Drums) when required as a result of normal usage of the unit, are furnished without additional charge during agreement service calls.

Reconditioning
When in Mino-Micrographics opinion a shop reconditioning is necessary because normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Mino-Micrographics will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the customer does not authorize such work, Mino-Micrographics may refuse to renew this agreement for the unit, and/or may refuse to continue to service the unit under this agreement, furnishing service only on a "Per Call" basis.

Term
This Agreement shall become effective upon receipt by Mino-Micrographics, Inc. of payment of the total charges. This Agreement will remain in force for twelve (12) months, and will automatically be renewed for a similar term unless written cancellation notice is received by either party thirty (30) days prior to the end of the current term. Customer agrees to pay the total charges in advance, at the beginning of each agreement period. If customer does not pay the amount due hereunder: (1) Mino-Micrographics may (1) refuse to continue to service the equipment or (b) furnish services on a C.O.D. "Per Call" basis, and (2) the customer agrees to pay Mino-Micrographics cost and expenses of collection, including the maximum attorney's fee permitted by the law, said fee not to exceed 25% of the amount due hereunder.

Minolta Reader/Printers are designed to give excellent performance with Minolta products, including copypaper chemicals, and/or developer and toner. If Maintenance Agreement customers use other than Mino-Micrographics, Minolta approved supplies, and if such supplies are defective or not adaptable for use on Minolta equipment causing abnormally frequent service calls or service problems, then at Mino-Micrographics option, the Maintenance Agreement may be terminated, and the unused portion of Maintenance Agreement payments refused. In that case, the customer will be offered continuing service at published hourly rates. It is not a condition, however, of this Agreement, that the customer use only Mino-Micrographics Minolta authorized paper and/or supplies.

In addition to above provisions Mino-Micrographics will charge a 5% handling charge for; monthly, quarterly, semi annual or other special billing, other than yearly.

Parts and labor prices are subject to change without notice.

This contract shall be governed by and construed according to the laws of the State in which this agreement is written as indicated on front side and constitutes the entire Agreement between the parties.

This contract may not be varied except in writing signed by an officer of Mino-Micrographics, Inc.

This Agreement is not transferable. The contract prices specified do not include any Federal, State, or local tax. Amounts resulting from such taxes wherever applicable will be added to the charges to the Contract Holder.

7. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: CONSIDER APPROVAL OF CONTRACT WITH FORT BEND BAR ASSN. FOR ADMINISTRATION OF LAW LIBRARY:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept contract with Fort Bend Bar Association for administration of law library as requested by Roman Bohacevsky, Librarian and Lorraine Wilson, President of Fort Bend County Bar Association. (Recorded in minutes in full)

8. SHERIFF PERRY HILLEGEIST, RE: CONSIDER ACCEPTING FORFEITED VEHICLE, 1982 FORD PICKUP, VIN-AFTDF15FOCLA31515:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept 1982 Ford Pickup truck, VIN#AFTDF15FOCLA31515, a forfeited vehicle. (Recorded in minutes in full)

9. CONSTABLE R.L. TINY GASTON, PCT. 1, RE: REQUEST TO PURCHASE NEW VEHICLE FROM BID #90-023 (FUNDS AVAILABLE):

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to purchase new vehicle from bid #90-023, from KNAPP CHEVROLET in the amount of $11,369.00 plus $123.00 for V-8 engine, total amount $11,492.00.

10. CONSIDER REQUEST(S) FOR WAIVER OF TAX PENALTIES & INTEREST:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to waive penalties & interest in the amount of $174.28 and attorney fees in the amount of $49.14 for Robin Akers.

Moved by Commissioner Denham to waive penalties & interest and attorney fees for Mrs. P.J. Christensen. Motion failed due to lack of a second.

11. CONSIDER APPROVAL OF CONTRACT BETWEEN FORT BEND COUNTY AND ANDERSON CONSULTING, ARTHUR ANDERSEN & CO., S.C. FOR STUDY OF DATA PROCESSING DEPT.:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept contract between Fort Bend County and Anderson Consulting, Arthur Andersen & Co., for study of Data Processing Dept. (Recorded in minutes in full)

12. CONSIDER RECLASSIFICATION OF THREE PCT. 1 EMPLOYEES:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize reclassification of the following Precinct #1 employees: (Recorded in minutes in full)

Mark Fleck	grade 4/2 to grade 8/start
Jose Garza	grade 4/6 to grade 8/start
Effren Woods	grade 5/7 to grade 8/3

13. CONSIDER APPROVAL OF INTERLOCAL AGREEMENTS BETWEEN FORT BEND COUNTY AND CITIES OF BEASLEY, SIMONTON, ORCHARD AND FULSHEAR, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve interlocal agreements between Fort Bend County and City of Beasley for maintenance, repair and construction of streets; Fort Bend County and City of Simonton for maintenance, repairs and construction of streets, health regulations and housing of city prisoners; Fort Bend County and City of Orchard for maintenance, repairs and construction of streets; Fort Bend County and

7

41 0624

Fort Bend County Library System

AS PER ORIGINAL

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

February 7, 1990

Honorable Jodie E. Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Gentlemen:

Enclosed please find a copy of a contract, prepared by the Civil D.A.'s office, between the Fort Bend County Bar Association and the Fort Bend County Library regarding the administration of the County Law Library.

The details of the contract are acceptable to both sides and we recommend it to you. Throughout the contract we were careful to point out that only Law Library Funds would be used for the maintenance of the Law Library and that general funds and law library funds would not be intermingled.

I will appear before you on Monday, February 12, 1990 to answer any questions you might have and to urge your approval.

Sincerely,

Roman Bohachevsky

Roman S. Bohachevsky

RSB/dmf

Enclosure

pc Larry Wagenbach
Dianne Wilson ✓

1001 Golfview • Richmond, Texas 77469-5141 • 713-342-4455

STATE OF TEXAS §

COUNTY OF FORT BEND §

LAW LIBRARY ADMINISTRATION AGREEMENT

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

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

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

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

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

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

SECTION ONE
DEFINITIONS

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

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

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

SECTION TWO
TERM

2.01 The term of this agreement is for one year commencing on the 1st day of January, 1990 and ending on the 31st day of December, 1990.

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

SECTION THREE
ADMINISTRATION AND MANAGEMENT OF LAW LIBRARY

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

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

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

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

SECTION FOUR
INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP

4.01 Independent Agency

a. It is agreed by the parties that at all times and for all purposes hereunder the Bar is an independent contractor and not an employee of Fort Bend County. No statement contained in this agreement shall be construed so as to find the Bar an employee of the County, and Bar, its agents and employees (excluding the Bar members agents or employees who are Fort Bend County employees) shall be entitled to none of the rights, privileges or benefits of the County employees.

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

4.02 No Co-Partnership

a. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as

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

SECTION FIVE
SEVERABILITY

5.01 The provisions of this agreement are severable. If any paragraph section, subdivision, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination of the other party.

SECTION SIX
ENTIRE AGREEMENT:REQUIREMENT OF A WRITING

6.01 It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION SEVEN
SERVICES NOT PROVIDED

7.01 No claim for services furnished by Bar, not specifically provided in the Agreement, will be allowed by the County, nor shall Bar do any work or furnish any material not covered by the

Agreement, unless approved, in writing by the County. Such approval shall be considered as a modification of the Agreement.

SECTION EIGHT
COMPLIANCE WITH LAWS AND REGULATIONS

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

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

SECTION NINE
NOTICE AND TERMINATION

9.01 This Agreement may be terminated by either party at any time, with or without cause, upon not less than 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 Judge
P.O. Box 368
Richmond, Texas 77469
Attention: County Judge

41 0630

AS PER ORIGINAL

Notice to the Bar shall be delivered to:

Fort Bend County Bar Association
P.O. Box 1207
Richmond, Texas 77469
Attention: Lorraine Wilson, President

Executed this the 12 day of February, 1990.

FORT BEND COUNTY COMMISSIONERS' COURT

Jodie E. Stavinoha, County Judge
Fort Bend County, Texas

ATTEST:

Dianne Wilson, County Clerk

FORT BEND COUNTY LIBRARIAN

Roman Bohachevsky

FORT BEND BAR ASSOCIATION

Lorraine Wilson, President

AS PER ORIGINAL

FORT BEND COUNTY LAW LIBRARY

GENERAL INFORMATION

The Fort Bend County Law Library is located on the 3rd floor, Fort Bend County Courthouse, 407 Jackson Street, Richmond, Texas. The collection is serviced by a trained staff member during its posted hours of operation. Current hours of operation are 8 a.m. - 5 p.m., Monday - Friday, with a provision for limited extensions. (Building restrictions, client input, and the budget will be among the considerations when expanding this schedule.)

SCOPE AND PURPOSE

The Law Library serves all litigants, judges, lawyers, and other interested residents of Fort Bend County. The primary purpose of the Fort Bend County Law library is to support the legal research, reference, and educational needs of these groups.

The Library's purchased and collected materials will reflect the needs and expressed concerns of its clients. Special attention will be focused on law as practiced in Texas and on areas of special interest to the County and the region.

Law materials are intended to remain in the library for reference purposes or to be selectively photocopied for later use. Special arrangements can be made for limited circulation for courtroom usage.

GOVERNANCE

The County Law Library is established by Commissioners Court and governed by an oversight committee appointed by the Fort Bend County Bar Association. The Board known as the Law Library Board, has delegated the administration of daily operations of the Law Library to the Fort Bend County Librarian. The Library administration and designated library staff will manage routine operations of purchasing, personnel, record-keeping, reporting, etc.

The County Librarian and the Law Library Board will meet monthly to review the Library's performance and to plan future activities. Additional meetings may be called as considerations warrant joint planning and discussion. Monthly statistical and activity reports will be prepared and submitted to the Board by the County Librarian.

The delegated powers are granted to the County Librarian by the Committee for an initial period of January - December 1990. After that time, and yearly thereafter, the agreement may be renewed if acceptable to both parties, or terminated by either.

EXHIBIT "A"

BUDGET

The Law Library budget is derived from court fees levied on civil cases and collected by the officers of the County and District Clerks. Under the direction of the Commissioners Court and the Law Library Board, the County Librarian administers this separate fund, (Law Fund 16), solely for the needs of the Law Library, to include materials, staffing, equipment, etc.

An annual budget is prepared by the County Librarian and Board to include standard County expenditure categories with anticipated expenses and estimates of available revenues. This will be done at the same time that all other County budgets are prepared. Adjustments may be made as needed throughout the budget year.

STAFFING

The staff of the Law Library are vested with the same privileges and obligations as other County employees. All relevant policies, payroll deductions, and employee benefits are applicable. Time sheets will be processed according to library procedures by its Business and Personnel Office, coded for the special law library fund, and forwarded as usual to the County Auditor and Treasurer for payment.

The Law Library staff are routinely supervised by the County Librarian through the designated support staff. Major personnel decisions (selection, salary adjustments, termination) are discussed jointly by the Board and the County Librarian at their regularly scheduled or called meetings.

Job descriptions of current staff are attached. The Clerk III position is a full-time employee, with the necessary skills to provide research assistance to law library clients. This employee performs the daily routines of the law library and serves as a liaison to the County Library staff. The part-time position(s) can be used to lengthen the library's hours of service or to substitute for the Clerk III due to illness, vacation, etc.

EXHIBIT"A"

41 0633

Fort Bend County Library System

AS PER ORIGINAL

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

MEMORANDUM

DATE: 12/27/89

TO: Auditor
Board of Judges
Building Maintenance
Civil DA
Commissioners Court ✓
Personnel
Purchasing
Treasurer

FROM: Roman S. Bohachevsky

Commissioners Court agreed on Monday, December 18, 1989 to authorize the County Library to contract with the Fort Bend County Bar Association for the administration of the County Law Library, effective January 1, 1990.

Beginning on January 1, 1990 the responsibility for the County Law Library operations lies with the County Librarian who will report to the Library Committee of the Bar Association and to Commissioners Court on a quarterly basis. This is a similar relationship to the one that now exists between the County Librarian and the County Library Board.

The County Library will treat the Law Library as a Division of its own organization. The Department Head in charge will be Mrs. Edna Platte, Materials Selection Coordinator for the County Library. Mr. Matthew Kacal will become a full-time library employee on January 1, 1990. His title will be Law Library Clerk. We intend to add part-time staff as needed. Policies and procedures will be developed as administration of the Law Library progresses. It is our intention to make this a good library accessible to al those entitled to use it.

Law Library Fund #16 will provide financial support for all aspects of the library operation and will be divided up into a line item budget. The fees supporting Law Library Fund #16 have been raised to $20 per case (from $10 per case) effective January 1, 1990. Law Library funds remain separate from all other county funds.

All purchases from the Law Library Fund #16 will be initiated by the County Librarian and an inventory kept for past and future purchases of book other materials, equipment, furniture, etc.

All matters regarding law library administration should be directed t the County Librarian, who, with the advice and consent of the Library Committee (Harold Kennedy, Chairman) will administer the day-to-day operatio of the Law Library.

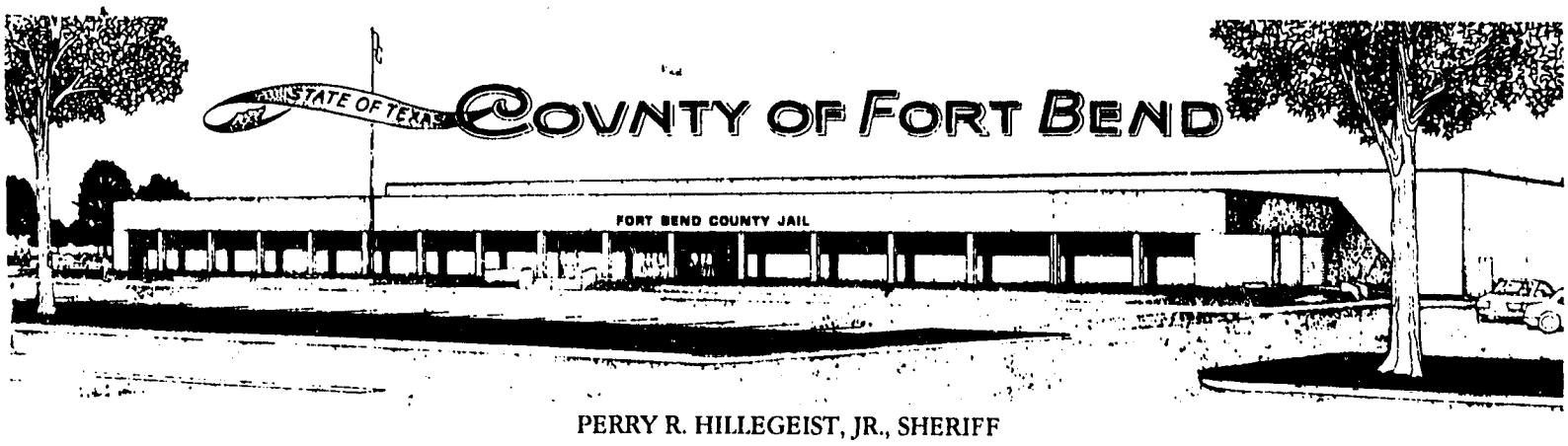
Jodie E. Stavinoha
County Judge

Roman S. Bohachevsky
County Librarian

EXHIBIT "B"

1001 Golfview • Richmond, Texas 77469-5141 • 713-342-4455

41 0634 8



PERRY R. HILLEGEIST, JR., SHERIFF

February 8, 1990

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, February 12, 1990.

Accept property to wit: a 1982 Ford Pickup Truck, VIN: 1FTDF15F0CLA31515, This is a forfeited vehicle and will be assigned to the Fort Bend County Sheriff Department.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Perry R. Hillegeist, Jr.
Sheriff

PRH/jj
cc: Dianne Wilson, County Clerk
Mr. John Hammett, Purchasing Agent
Mr. Robert Grayless, County Auditor

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

41 0635

AS PER ORIGINAL

U.S. Department of Justice

Drug Enforcement Administration

Detective Chamblee
Fort Bend County Sheriff's Dept.
1410 Ransom Road
Richmond, Texas 77469

SEIZURE #: 62887 CASE #: M3890288
PROP: 1982 FORD PICKUP TRUCK
ID#: 1FTDF15F0CLA31515
VALUE: $3700.00
SEIZURE DATE: 20 JUL 89
SEIZURE PLACE: HOUSTON, TEXAS
OWNER: GUAJARDO, ALFRED P.
SEIZED FROM: ALFRED P. GUAJARDO
JUDICIAL DIST: TEXAS SOUTHERN

Date: October 23, 1989

Dear Detective Chamblee:

This is in response to your request filed with the Drug Enforcement Administration (DEA) seeking equitable distribution of the above-described property to your agency pursuant to Section 309 of Public Law 98-473 (the Comprehensive Crime Control Act of 1984). The paragraphs checked below are to inform you of the disposition of your request:

Recommendations and Decisions

(X) The property has been forfeited administratively by the DEA pursuant to Title 21, United States Code, Section 881 and the DEA is authorized to enter a final decision concerning equitable sharing.

( ) The property has been forfeited administratively, however, its value dictates that the sharing decision be made by the United States Department of Justice and your sharing request, with the DEA's recommendation, has been referred to the Department for consideration.

( ) The property is subject to litigation in the United States Courts and the sharing request, with the DEA's recommendation, has been forwarded to the Department of Justice for consideration. After judicial forfeiture action has been completed, you will be contacted by the United States Marshals Service concerning the disposition of the property.

Property Transfers

(X) The sharing request has been granted. You will be contacted within 60 days by the United States Marshals Service (USMS) to arrange for the property transfer. If you do not hear from the USMS within 60 days, you should contact the United States Marshal in the judicial district noted in the above label.

( ) You must pay an outstanding lien in the amount of $_____ before the property can be released. Proof of payment is required prior to release of the property. A copy of our letter to the lienholder is attached for your information.

AS PER ORIGINAL

Money Transfers

( ) Your agency will receive ___% of proceeds realized from the sale of the forfeited property.

( ) Your agency will receive ___% of proceeds realized from the sale of the forfeited property not to exceed $_____.

( ) Your agency will receive ___% of the forfeited currency.

Authority to distribute funds being shared has been delegated to the United States Marshals Service. Accordingly, this office is notifying the Headquarters Office of the United States Marshals Service National Asset Seizure and Forfeiture Program to process this request for equitable sharing to your agency. Payment should be forthcoming within 60 days.

Equitable Sharing Denial

( ) Your request cannot be honored because a petition has been received and a decision made to grant the relief sought by the petitioner. The property, therefore, is not available for government use or sharing.

( ) Your request cannot be honored because the nature of the property precludes its division between or among two or more federal or state/local agencies.

( ) Your request cannot be honored since the property is being put into official use by the United States Government.

( ) After careful review, a decision has been made not to honor your equitable sharing request.

Sincerely,

Asset Forfeiture Section
Office of Chief Counsel

cc: DEA Offices:
D/O Houston, Tx
R/O _____
CC Chron _____
Seizure File #: 62887

AGENCY RECORD COPY
THE UNITED STATES GOVERNMENT
CERTIFICATE OF RELEASE OF A MOTOR VEHICLE

CERTIFICATE NO. 41 0637

AS PER ORIGINAL

The undersigned DEPARTMENT or AGENCY of the UNITED STATES GOVERNMENT certifies that the motor vehicle described herein, the property of the UNITED STATES GOVERNMENT, has been transferred this 22nd day of November 19 89, to the Transferee designated herein; and that this is the first transfer of such vehicle in ordinary trade and commerce subsequent to acquisition thereof by the UNITED STATES GOVERNMENT.

TRANSFEREE (Name of dealer, individual, etc.)	ADDRESS OF TRANSFEREE (Please include ZIP code)
Fort Bend County Sheriff's Department	1410 Ransom Road, Richmond, Texas 77469

TRANSFEROR (Accountable office; i.e., department or agency; subunits and address, including ZIP code)
U.S. Marshals Service, P.O. Box 61608, Houston, Texas 77002

MAKE OF VEHICLE	YEAR	SERIES OR MODEL	ENGINE NO. ‡	MANUFACTURER'S SERIAL NO.
Ford	82	Pickup		1FTDF15F0CLA31514

TYPE OF VEHICLE *	KIND OF BODY †
Truck	

NUMBER OF CYLINDERS	HP. (SAE) ‡	FUEL	NUMBER OF AXLES ‡	NUMBER OF DUAL WHEELS ‡	TIRES
8					☐ SOLID ☐ PNEUMATIC

WEIGHT (Shipping)	NO. OF PASSENGERS ‡	WHEELBASE ‡	MANUFACTURER'S RATED CAPACITY	SALE PRICE

NOTE MILEAGE CANNOT BE VERIFIED ON SEIZED VEHICLES

ODOMETER MILEAGE STATEMENT

Federal Regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee, for attorney fees, and for civil or criminal penalties, pursuant to Sections 409, 412, and 413 of the Motor Vehicle Information and Cost Savings Act of 1972 (Public Law 92-513, as amended by Public Law 94-364). I, _____ state that to the best of my knowledge, based upon United States Government records, the odometer of the vehicle described above reads 65,036 miles/kilometers.

CHECK ONE BOX ONLY:

☐ 1. I HEREBY CERTIFY that to the best of my knowledge, the odometer reading as stated above reflects the actual mileage of the vehicle described above.

☐ 2. I HEREBY CERTIFY that to the best of my knowledge, the odometer reading as stated above reflects the amount of mileage in excess of designed mechanical odometer limit of 99,999 miles/kilometers of the vehicle described above.

☐ 3. I HEREBY CERTIFY that to the best of my knowledge, the odometer reading as stated above is not the actual mileage of the vehicle described above, and should not be relied upon.

CHECK ONE BOX ONLY:

☐ 4. I HEREBY CERTIFY that to the best of my knowledge, the odometer of said vehicle was not altered, set back, or disconnected while in my possession and I have no knowledge of anyone else doing so.

☐ 5. I HEREBY CERTIFY that to the best of my knowledge, the odometer was altered for repair or replacement purposes while in my possession, and that the mileage registered on the repaired or replacement odometer was identical to that before such service.

☐ 6. I HEREBY CERTIFY that to the best of my knowledge, the repaired or replacement odometer was incapable of registering the same mileage, that it was reset to zero, and that the mileage on the original odometer or the odometer before repair was _____.

SIGNATURE OF TRANSFEROR'S (Seller's) REPRESENTATIVE	TITLE	DATE
Shume Cruz *Shume Cruz*	NASAF CLERK	11/22/89

SIGNATURE OF TRANSFEREE (Buyer)	DATE
Fort Bend County Sheriff's Department *H.C. Hamblee*	12-1-89

* Automobile, station wagon, ambulance, truck-motor or tractor, trailer, semitrailer, bus, motorcycle, motor scooter, etc.
† Automobile-coupe, two- or four-door sedan, truck-pickup, panel, van, cargo, stake, platform, trailer-pole, dolly, cable reel, bogie, tank (give capacity) etc.
‡ Where applicable. See Instructions on reverse.

STANDARD FORM 97A REV. 7-79
Prescribed by GSA FPMR (41 CFR) 101-38-701
Previous Edition Not Useable

NSN 7540-00-634-4047

97-106

PURCHASE OF NOT LESS THAN TWENTY-ONE (21) NEW 1990 FULL SIZE POLICE PACKAGE AUTOMOBILES. BID #90-023.

COMPANY	UNIT BID PRICE	OPTIONAL EQUIPMENT (ADD TO BID PRICE) LARGEST V-8 ENGINE UNDER 400 CID	AUTOMATIC EMERGENCY BRAKE RELEASE	AIR BAG	$1,000.00 CASHIER'S CHECK SUBMITTED
KNAPP CHEVROLET P.O. BOX 4179 HOUSTON, TX 77210-4179	$11,369.00	$123.00	NOT AVAILABLE	NOT AVAILABLE	YES
LAWRENCE MARSHAL CHEV. P.O. BOX 983 HEMPSTEAD, TX 77445	$11,572.36	$123.00	NOT AVAILABLE	NOT AVAILABLE	YES
TEXSTAR CHEVROLET P.O. BOX 35698 HOUSTON, TX 77235	$11,599.78	$149.42	NOT AVAILABLE	NOT AVAILABLE	YES
MORT HALL FORD 10730 EASTEX FWY HOUSTON, TX 77093	$11,980.00	*$ 43.00	STANDARD	STANDARD	YES
HELFMAN FORD P.O. BOX 721740 HOUSTON, TX 77272	$12,080.00	$ 43.00	STANDARD	STANDARD	YES

*OPTIONAL ENGINE DOES NOT MEET SPECS: SPECS CALL FOR FUEL INJECTION BIDDING CARBURATED ENGINE.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: JANUARY 14, 1990 & JANUARY 21, 1990; INDIVIDUAL NOTICES MAILED: 45; BID PACKETS PICKED UP OR MAILED: 14; BIDS RECEIVED: 5

NOTE: Houston-Galveston Area Council bids for police package vehicles: Charlie Thomas Ford bidding a LTD Crown Victoria $12,025.00 + 3% service charge = $12,385.75; Knapp Chevrolet bidding a Caprice $13,362.00 = 3% service charge = $13,762.86.

41 0638

109/1

41 0639

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: February 7, 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 - Robin Akers
Account #.901-0075-00-000-0540
Precinct #4

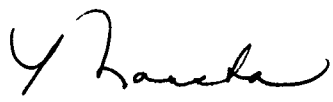
Ms. Robin Akers is requesting waiver of penalty and interest and attorney fees on the above referenced account for years 1976 thru 1981.

1. The property was carried on the tax rolls for years 1976 thru 1981 in the name of James R. Pace but did not reflect a mailing address.
2. For years 1982 thru current, the property was carried on the tax rolls in the name of James R. Pace Estate, and taxes were paid current.
3. There is no evidence of statements being mailed to the Estate in compliance with Sec 33.04 (b) of the State Property Tax Code.

Breakdown of Taxes Paid:

Base Tax	$153.35
Penalty & Interest	174.28
Attorney Fees	49.14
Total Paid	$376.77

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.



10/2

41 0640

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: February 7, 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/Colleotor

RE: Waiver of Penalty and Interest - Mrs. P.J. Christensen
Oil and Gas Accounts
Precinct #2

Mrs. P.J. Christensen is requesting waiver of penalty and interest on the above referenced account for years 1985 thru 1988.

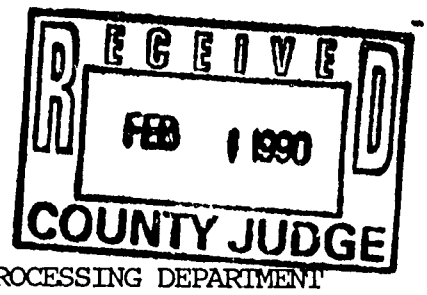
1. This account first appeared on the tax rolls is 1985 under the name of Christensen, P.J. with no address.
2. The address carried on the rolls for years 1986 thru 1988 was 612-3410 Montrose Blg, Houston, Tx 77006.
3. The address on the 1989 tax roll is Natl. Bl. - Alpine-25-033-3, P.O. Box 1108, Alpine, Tx 79830.
4. The address carried by the Fort Bend Central Appraisal District for 1990 is P.O. Box 5258, Galveston, Tx 77554.

Breakdown of Taxes Paid:

Base Tax	$49.94
Penalty & Interest	20.87
Attorney Fees	10.64
Total Paid	$81.45

I do not recommend waiver of penalty and interest or attorney fees on the above referenced account due to the fact that there is no evidence of an error on the part of the Fort Bend Central Appraisal District or the tax office. Information on oil and gas accounts is supplied to the Appraisal District by T.Y. Pickett.

41 0641



STATE OF TEXAS :
:
COUNTY OF FORT BEND:

CONTRACT TO CONDUCT A STUDY OF THE DATA PROCESSING DEPARTMENT
BETWEEN
COUNTY OF FORT BEND, TEXAS
AND
ANDERSEN CONSULTING
ARTHUR ANDERSEN & CO., S.C.

The County of Fort Bend, Texas, hereinafter referred to as the County, and Andersen Consulting, Arthur Andersen & Co., S.C., hereinafter referred to as Contractor, hereby make and enter into this agreement for the mutual consideration set forth below. The County issued a request for proposal for professional services (#89-084), hereinafter called the RFP, dated November 1989. In response, the Contractor submitted a proposal dated November 27, 1989. The RFP is attached hereto and the proposal is incorporated by specific reference into this contract as if set out fully herein, with the exception that Contractor personnel identified in the proposal may be substituted, subject to their availability. Both the RFP and the proposal are to be considered as part of this contract for all purposes.

I. Statement of Services

The Contractor agrees to conduct a study of the data processing department for the County as stated in the RFP and specified in the proposal.

II. Term of Contract

The term on this agreement shall begin on February 12, 1990, and end on April 30, 1990, unless terminated earlier for breach of this agreement, or by mutual agreement. If such mutual agreement cannot be attained, either party to this agreement may consider it to be cancelled by the giving of at least thirty (30) days notice in writing to the other party and this agreement shall thereupon be cancelled upon the expiration of a thirty (30) day period after receipt of the notice of cancellation. In the event of termination for any reason before the stated expiration date, Contractor shall provide the County with its work product produced as of the date of termination.

III. Payment Under Contract

For and in consideration of the delivery of the herein described services, the County agrees to pay the Contractor an amount up to and not to exceed fifty-seven thousand five hundred dollars and no cents ($57,500.00) for services provided and expenses incurred. However, if the delivery of services contemplated herein requires less fees and expense than Contractor has estimated, the County shall be billed for actual fees and expenses only.

IV. Amendment and Changes

Any alteration, addition, or deletion to the terms of this contract shall be by amendment hereto in writing and executed by both parties hereto on or before the proposed effective date of said amendment.

V. Inspection and Monitoring

The Contractor agrees to make available at reasonable times and for reasonable periods, pertinent records, files, information and other written materials for the purposes of inspecting, monitoring, auditing or evaluating by the County officials or personnel, or its representatives.

VI. Signatory

Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they are either an official of the County or an agent for the Contractor for which he is executing this contract and that they have full authority to enter into this contract. In witness whereof, the parties so hereby execute this contract this 5th day of February 1990.

County of Fort Bend
State of Texas

Jodie E. Stavinoha
County Judge

Bud O'Shieles
Precinct 1 Commissioner

Ben Denham
Precinct 2 Commissioner

Alton Pressley
Precinct 5 Commissioner

Bob Lutts
Precinct 4 Commissioner

Andersen Consulting
Arthur Andersen & Co., S.C.

Wayne E. Miers
Partner, Andersen Consulting

RFP #89-084
REQUEST FOR PROPOSALS FOR A CONSULTING FIRM TO CONDUCT A STUDY OF THE DATA PROCESSING DEPARTMENT, FORT BEND COUNTY, TEXAS.

Sealed Proposals to conduct a study of the Fort Bend County Data Processing Department will be received in the Office of the County Judge, Fort Bend County, P.O. Box 368, 500 Liberty St., Richmond, Texas 77469 until 1:30 P.M., Monday, November 27, 1989 at which time the names of the offerers will be made public.

EVALUATION FACTORS TO BE CONSIDERED AS PROVIDED FOR IN SECTION 262.030(a) TEXAS LOCAL GOVERNMENT CODE:

1. Demonstrated experience with Texas County Governments. The County requires that the selected firm have first-hand experience in working with other Texas County Governments.

2. Use of a proven methodology for completion of work.

3. Profile and qualification of the proposer.

4. Ability to complete the final report within two (2) months of the project start date.

5. Cost of proposed services.

As provided for in Section 262.030(a) Texas Local Government Code the relative importance of price is fifth of five evaluation factors, i.e., the least in relative importance.

Proposals shall be opened so as to avoid disclosure of contents and kept secret during the process of negotiations.

Commissioners Court, Fort Bend County reserves the right to reject any or all proposals.

No proposals may be withdrawn for a period of sixty (60) calendar days after opening without permission of Commissioners Court of Fort Bend County.

One (1) original proposal response and six (6) copies should be submitted.

A. SCOPE:

Fort Bend County is seeking professional services from a consulting firm with demonstrated experience in resolving issues related to the planning and implementation of information systems. The County desires to receive proposals for the selection of a consulting firm to develop a comprehensive needs assessment, perform a management overview of the data processing function and to assist with the development of a plan to address the information systems requirements. The consultant will also provide recommendations as a result of the project.

B. OVERVIEW OF STRUCTURE:

1. Fort Bend County is a public corporation and a political subdivision of the State of Texas. The County is governed by the Commissioners Court, composed of four County Commissioners and the County Judge, all of whom are elected officials.

2. The Data Processing Department provides information systems support to County Departments and elected officials. Areas supported include the Tax Office, County Clerk, County Courts, District Clerk, Child Support, County Engineers, Juvenile Justice, Adult Probation, Sheriff's Office, Personnel, Treasurer, Auditor, District Courts, Commissioners, Emergency Medical Services, District Attorney, Constables, Justices of the Peace and the County Judge.

3. The Date Processing Department is organized under a Director and includes four major functions: Programming, Data Center Supervision, Special Projects and Organizations. The Data Center Operates primarily in an IBM environment under DOS/VSE. An IBM 4381 handles processing for the majority of applications. A limited number of applications are run on Hewlett-Packard equipment.

C. SCOPE OF SERVICE:

Proposers are required to provide a detailed summary of the methodology which they will employ to carry out the Scope of Services outlined below. Care should be taken to specify in detail the steps the consultant firm will take in carrying out the project. There are 5 steps that the consultant should take into consideration when responding to this RFP. The steps are as follows.

1. ANALYSIS OF USER REQUIREMENTS: This will involve surveying users and determining future areas requiring automation. All County department heads and elected officials should be included in the study.

2. ANALYSIS OF DATA PROCESSING: This will include interviewing management, reviewing present facilities and services provided and assessing the capability to meet County information needs.

3. ANALYSIS OF USER DEPARTMENTS: This will include assessing the utilization of data processing provided systems and their cost effectiveness as well as the following:

   a. The effectiveness of current manual systems;

   b. Employee knowledge of the current manual systems;

   c. The training methods in use for manual and computer based systems;

   d. The amount of and usefulness of written documentation for the manual systems in use;

   e. The effectiveness of the organization and utilization of employees in the departments as it effects current manual and automated systems;

   f. The cost effectiveness of additional automation in these departments.

4. DEVELOPMENT OF RECOMMENDATIONS: This step will include the development of recommendations regarding data processing support and related policies and procedures.

5. DEVELOPMENT OF THE SYSTEMS PLAN: The plan should establish management priorities of the development of information systems and a method for monitoring the data processing function's performance.

D. INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL:

It is requested that the proposals be organized as shown below on a point by point basis.

1. TITLE PAGE:

Show the RFP subject, the name of the proposer's firm, address, telephone number, name of contact person and date.

2. TABLE OF CONTENTS:

Include a clear identification of the material by section and page number.

3. LETTER OF TRANSMITTAL:

   a. Briefly state the services offered by the proposer and make a positive committment to perform consulting services to provide information systems planning assistance.

   b. Give the names of persons who will be authorized to make representations for the proposer, their titles, addresses and phone numbers.

   c. Give ther firm's Federal Taxpayer Identification Number.

4. PROFILE AND QUALIFICATIONS OF THE PROPOSER:

a. State whether the firm is local, regional or national.

b. Give the names, titles and resumes of employees who will be assigned to provide services to the County during the scope of this contract. Indicate the level of expertise of each of the staff, as well as each person's years of experience in providing these services. State whether the primary responsibility of any of these positions is other than providing services as described in this RFP.

c. Provide documentation to verify the proposer's eligibility as described in this RFP. Documentation should include a listing of governments served, and explanation of the work performed and project status.

d. Provide three (3) client references in the public sector, including contract person's name and phone number, for which similar work was performed.

E. COST OF SERVICE:

1. Proposals should provide a summary of estimated hours by major work segment for each of the segments described above. A total of the assigned professionals' commitment must also be specified.

2. A total cost must be furnished in response of this section for all work to be performed in response to this RFP. We will be requiring copies of the final report at the conclusion of the project.

3. The County will not reimburse any proposer for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any proposer.

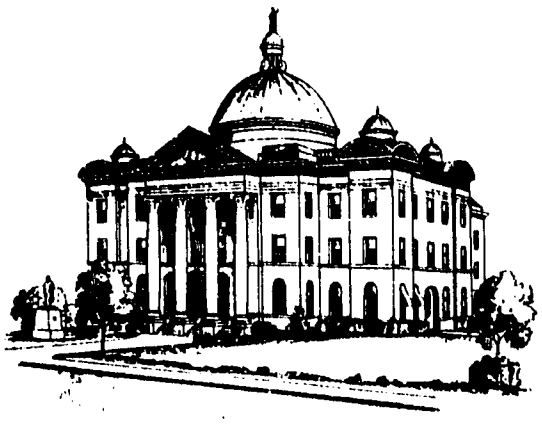
F. CONTACT PERSON:

Any questions by prospective bidders concerning this request for proposal should be addressed to Judge Jodie E. Stavinoha, (713) 341-8606 who is the only individual authorized to direct the attention of proposective bidders to various portions of the RFP. No employee of Fort Bend County is authorized to interpret any poriton of the RFP or give information as to the requirements of the RFP in addition to that contained in the written RFP document. Interpretations of the RFP or additional information as to its requirements, where necessarly, shall be communicated to bidders only by written addendum.

(12)

41 0647

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

January 26, 1990

Mr. Richard Selleh
Administrative Coordinator/Personnel Director
P. O. Box 326
Richmond, Texas 77469

Dear Richard: RE: Mark Fleck
Jose Guadalupe Garza

This letter is a request to change the classification of the two employees referenced above from Light Equipment Operator I, to Heavy Equipment Operator I, Grade 8, Start Step.

Both Fleck and Garza have worked for Fort Bend County, Precinct #1 since September 1986. Both men have been operating all light equipment such as six (6) yard dump trucks, tractors, mowers, slope mowers, pot hole patchers, front end loaders and pick-up trucks.

Both Fleck and Garza are now qualified to operate all of the above equipment and have also expanded their abilities to include operation of the 12-14 yard dump turcks, which include hauling and spreading of road materials. They are also able to operate the road compactors, flat bed trucks, winch trucks and street sweeper in conjunction with major road construction projects. They both have three and one half (3½) years experience on the job. They perform general maintenance on roads, bridges and other county structures and work on various work crews as required. These duties require more individual responsibility and judgement regarding the sequence or work to be performed. General working conditions are often dirty and these employees are exposed to adverse weather conditions.

Due to the increased work responsibilities we request these two employees be re-classified to bring them in line with other employees within our department performing the same duties.

Thank you for your cooperation in this matter. Please do not hesitate to contact me if I can be of further assistance

Very truly yours,

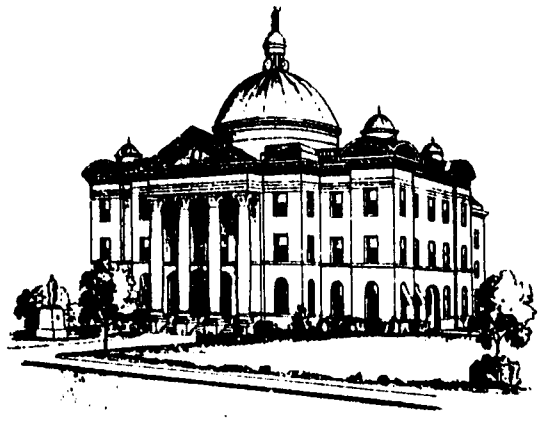
R. L. O'Shieles
Commissioner, Precinct #1
Fort Bend County

RLO:lm

41 0648

AS PER ORIGINAL

Office of
R.L. "Bud" O'Shieles
County Commissioner
Precinct #1



P.O. Box 148
Richmond, Texas 77469
(713) 342-4513

THE STATE OF TEXAS COUNTY OF FORT BEND

January 26, 1990

Mr. Richard Selleh
Administrative Coordinator/Personnel Director
P. O. Box 326
Richmond, Texas 77469

Dear Richard: RE: Effren Woods

This letter is a request to change the classification of Effren Woods from a Light Equipment Operator II to a Heavy Equipment Operator I, Grade 8, Step 3. This new Heavy Equipment Operator position is due to the purchase of a new Gradall. Effren has been assigned to be the operator of this piece of equipment.

Effren has worked for Precinct #1 for six and one-half (6½) years and for the past four to five years Effren has been a substitute Gradall operator, filling in when one of the regular Gradall operators is on vacation or sick leave. When Precinct #1 acquired a new Gradall, Effren was given the position as a full time operator.

During the past few years Effren has been training and has mastered the operation of this equipment and he will continue to improve his skills with his daily operations. He is presently working daily on the Gradall , digging ditches and setting pipe. As needed, he also continues to operate the 12-14 yard dump trucks, front end loader, compactor, tractor and slope mowers. He hauls and spreads road material and at times works on various road crews, building and maintaining roads and bridges. He presently has responsibility for dealing with the general public in his duties and making decisions regarding his operations. Minimal supervision is required and he has much more individual responsibility as well as responsibility in working in conjunction with the Precinct #1 survey crew.

His working conditions include exposure to unfavorable weather conditions and often dirty situations. Due to the promotion of Effren Woods, we ask that he be re-classified to reflect his current status and responsibilities.

Thank you for your attention in this matter. Please call if you have questions.

Very truly yours,

R. E. O'Shieles
Commissioner, Precinct #1
Fort Bend County

RLO:lu

LDW:rg:BEA90.REN:2349:102589

41 06493

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF BEASLEY

This interlocal agreement is entered into between the COUNTY OF FORT BEND, hereinafter referred to as "County", and the CITY OF BEASLEY, hereinafter referred to as "City".

WHEREAS, County and City entered into that certain interlocal agreement for the 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 6th day of February, 1990.

CITY OF BEASLEY

By: Ervin Randermann Sr.
MAYOR

ATTEST:

CITY SECRETARY

SIGNED this 12 day of February, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

LDW:rg:SIMON90.REN:2349:102589

13

41 0651

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF SIMONTON

This interlocal agreement is entered into between the COUNTY OF FORT BEND, hereinafter referred to as "County", and the CITY OF SIMONTON, hereinafter referred to as "City".

WHEREAS, County and City entered into that certain interlocal agreement for the 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 16 day of JANUARY, 1989.

CITY OF SIMONTON

By: [signature]
MAYOR

ATTEST:

[signature]
CITY SECRETARY

SIGNED this 12 day of February, 1990.

COUNTY OF FORT BEND

By: [signature]
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

[signature]
DIANNE WILSON, COUNTY CLERK

LDW:rg:FULS90.REN:2349:102589

41 0653
13

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE FORT BEND COUNTY DRAINAGE DISTRICT AND
CITY OF FULSHEAR

This interlocal agreement is entered into between the FORT BEND COUNTY DRAINAGE DISTRICT, hereinafter referred to as "Drainage District", and the CITY OF FULSHEAR, hereinafter referred to as "City".

WHEREAS, Drainage District and City entered into that certain interlocal agreement for the 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 15 day of JANUARY, 1990.

CITY OF FULSHEAR

By: C B Bentley
MAYOR

ATTEST:
Carolyn H. Simon
CITY SECRETARY

SIGNED this 12 day of February, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:
Dianne Wilson
DIANNE WILSON, COUNTY CLERK

LDW:rg:FULS90.REN:2349:102589

41 0655 3

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF FORT BEND AND
THE CITY OF FULSHEAR

This interlocal agreement is entered into between the COUNTY OF FORT BEND, hereinafter referred to as "County", and the CITY OF FULSHEAR, hereinafter referred to as "City".

WHEREAS, County and City entered into that certain interlocal agreement for the 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 15 day of JANUARY, 1990.

CITY OF FULSHEAR

By: C B Bentley
MAYOR

ATTEST:

[signature]
CITY SECRETARY

SIGNED this 12 day of February, 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
THE CITY OF ORCHARD

This interlocal agreement is entered into between the COUNTY OF FORT BEND, hereinafter referred to as "County", and the CITY OF ORCHARD, hereinafter referred to as "City".

WHEREAS, County and City entered into that certain interlocal agreement for the 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 11 day of January, 1990.

CITY OF ORCHARD

By: Eugene L. Denny
MAYOR

ATTEST:

Wanda Andel
CITY SECRETARY

SIGNED this 12 day of February, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

City of Fulshear for maintenance, repair and construction of streets, enforcement of health regulations and housing of prisoners; Fort Bend Drainage District and City of Fulshear. (Recorded in minutes in full)

14. ENTER INTO MINUTES THE RESOLUTION IN SUPPORT OF TEXAS INDUSTRIES FOR BLIND & HANDICAPPED PROGRAM, APPROVED 2-5-90:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to enter into minutes the Resolution in support of Texas Industries for Blind & Handicapped program, approved February 5, 1990. (Recorded in minutes in full)

15. CONSIDER APPLICATION FROM PRIME CABLE TO LAY CABLE UNDER/ALONG SCARLET MAPLE DR., CEDAR ELM DR., BURKWOOD CT., NEEDLEAF LN. & DRAKE ELM DR., 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 to lay cable under/along Scarlet Maple Dr., Cedar Elm Dr., Burkwood Ct., Needleaf Ln. & Drake Elm Dr., Pct. 4. (Recorded in minutes in full)

16. CONSIDER APPLICATION FROM HELDENFELS BROTHERS INC. TO CONSTRUCT LOW WATER CROSSING ACROSS CLEAR CREEK, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve permit application from Heldenfels Brothers Inc. to construct low water crossing across Clear Creek, Pct. 2. Cashier's check in the amount of $2,000 was presented to Commissioners Court. (Recorded in minutes in full)

17. CONSIDER ADVERTISING FOR BIDS ON A UTILITY FLARE, BLOWER(S), PROPANE TANK, CONDENSATE KNOCKOUT, AND AUXILIARY PIPING, CONCRETE, FENCING, AND MISC. SUPPORT ACCESSORIES FOR LANDFILL:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids on a all of the above for landfill, as presented by Ron Drachenberg, County Engineer.

18. CONSIDER ACCEPTING LETTER OF CREDIT #I-006212, AMENDMENT #5 FOR THE GROVE, SEC. 8, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered accept letter of credit #I-006212, amendment #5 for the Grove, Sec. 8, Pct. 4. (Recorded in minutes in full)

19. CONSIDER PROPOSALS FOR ADMINISTRATION OF SEC. 125 FLEXIBLE BENEFITS PLAN:

The following companies discussed their Flexible Benefit Plan:

Gerald Dean representing Administrative Agents of Texas
Bill Rapp representing Moreland, Black & Manning, Inc.
Nathan Ross and Larry Hendrick representing Anderson, Compton & Ross

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Lutts voting no, it is ordered to appoint Moreland, Black & Manning for administration of Sec. 125 Flexible Benefits plan with a monthly cost to be shared 50/50 between county and employee who enroll in the plan, as recommended by Richard Selleh, Personnel Director. (Recorded in minutes in full)

RESOLUTION

WHEREAS, the Fort Bend County Commissioners Court has been advised of the products and services produced and offered by the blind and handicapped citizens of Texas; and

WHEREAS, these products and services are marketed by the State designated non-profit organization, Texas Industries for the Blind and Handicapped; and

WHEREAS, Section 122.014 of the Human Resources Code and Attorney General's opinion JM-444 authorize political subdivisions of the State to purchase products or services produced by blind or other severely disabled persons without competitive bidding; and

WHEREAS, the Fort Bend County Commissioners Court wishes to express its commitment to the blind and handicapped citizens of Texas by procuring their products;

NOW, THEREFORE BE IT RESOLVED that the Fort Bend County Purchasing Department is hereby authorized to purchase from TIBH from their published catalog where the items meet Fort Bend County specifications and the catalog price does not exceed the current established price.

PASSED AND APPROVED this 12 day of FEBRUARY, 1990.

FORT BEND COUNTY COMMISSIONERS COURT

Jodie E. Stavinoha, County Judge

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

Alton Pressley
Commissioner, Precinct 3

Ben Denham
Commissioner, Precinct 2

Bob Lutts
Commissioner, Precinct 4

ATTEST:

Dianne Wilson, County Clerk

15

41 0661

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 12th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Fort Bend County dated 2/1/90, permit no. 81130 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drechsler
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. # 81130

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.

Rosie Pencik for
Sidney M. Shaver
Permitting Administrator

2-5-90
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

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

873787

41 0663

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81130

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)

Robinson Landing

	Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Sec 2	Scarlet Maple Drive	110' South West of Oakburl Lane	80'	X			
Sec 1	Cedar Elm Lane	5' South of Drake Elm Dr.	60'	X			
	Burkwood Court	5' South of Drake Elm Dr.	60'	X			
Sec 1	Needleleaf Lane	5' South of Drake Elm 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 Nearest Intersection	To	Distance
Sec 1	Drake Elm Drive	10' East of Ellis Creek Blvd.	82' East of Needleleaf Lane	810'

General Description

All construction will be done according to all county specifications. Cable crossings shall be a minimum of 24" below bottom of road slab and enclosed in 2" sch 40 PVC. Parallel construction shall be a minimum of 24" below bottom of curb line and a minimum of 2' back from 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.

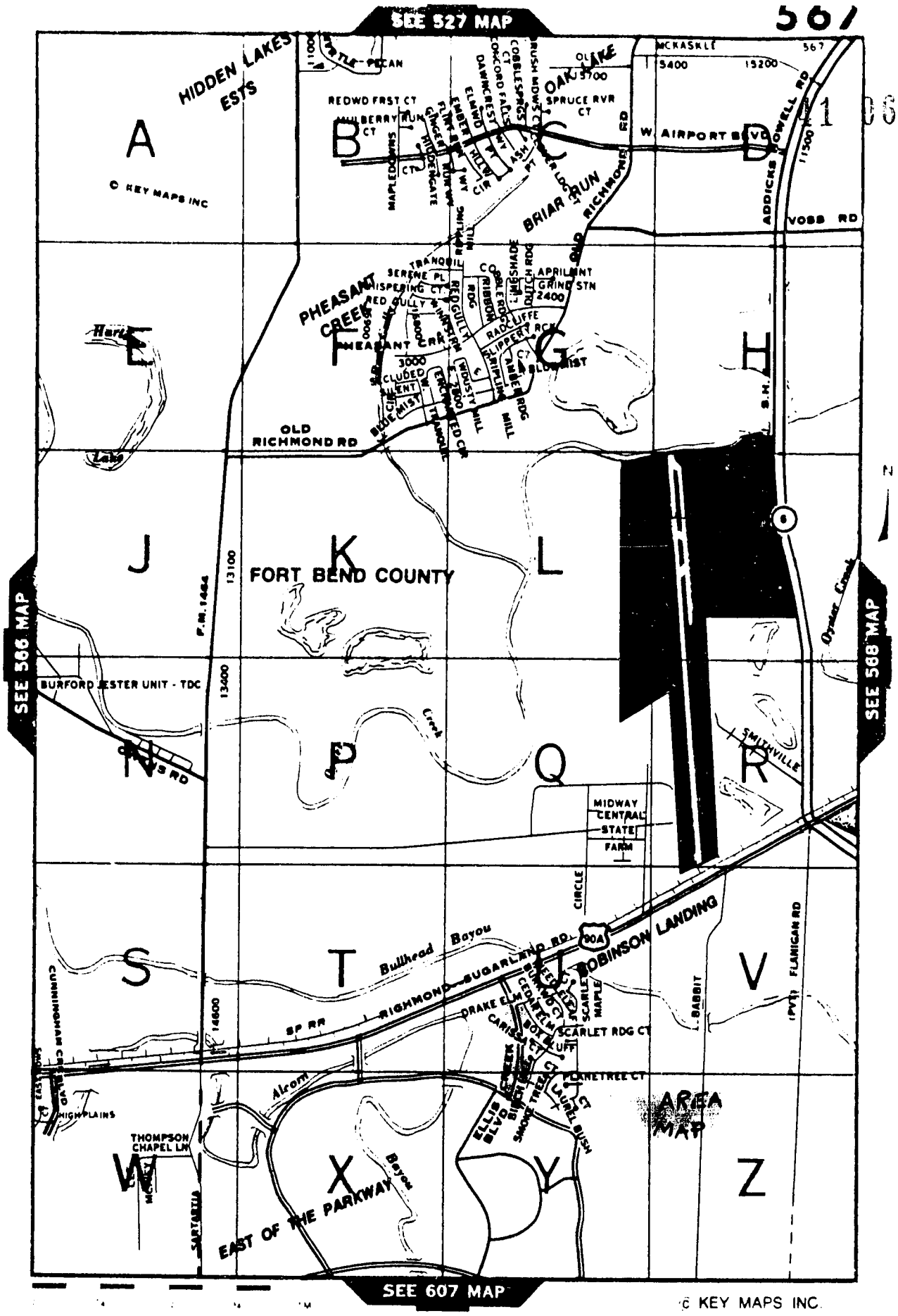
COMPANY NAME: Prime Cable of Ft. Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Bill McCrary
(Signature)

NAME & TITLE Bill McCrary-Project Supervisor
(Please Print)

DATE: Feb. 1, 1990
ADDRESS: 13700 Vetrans Memorial, Suite 140
(Street/P.O. Box)

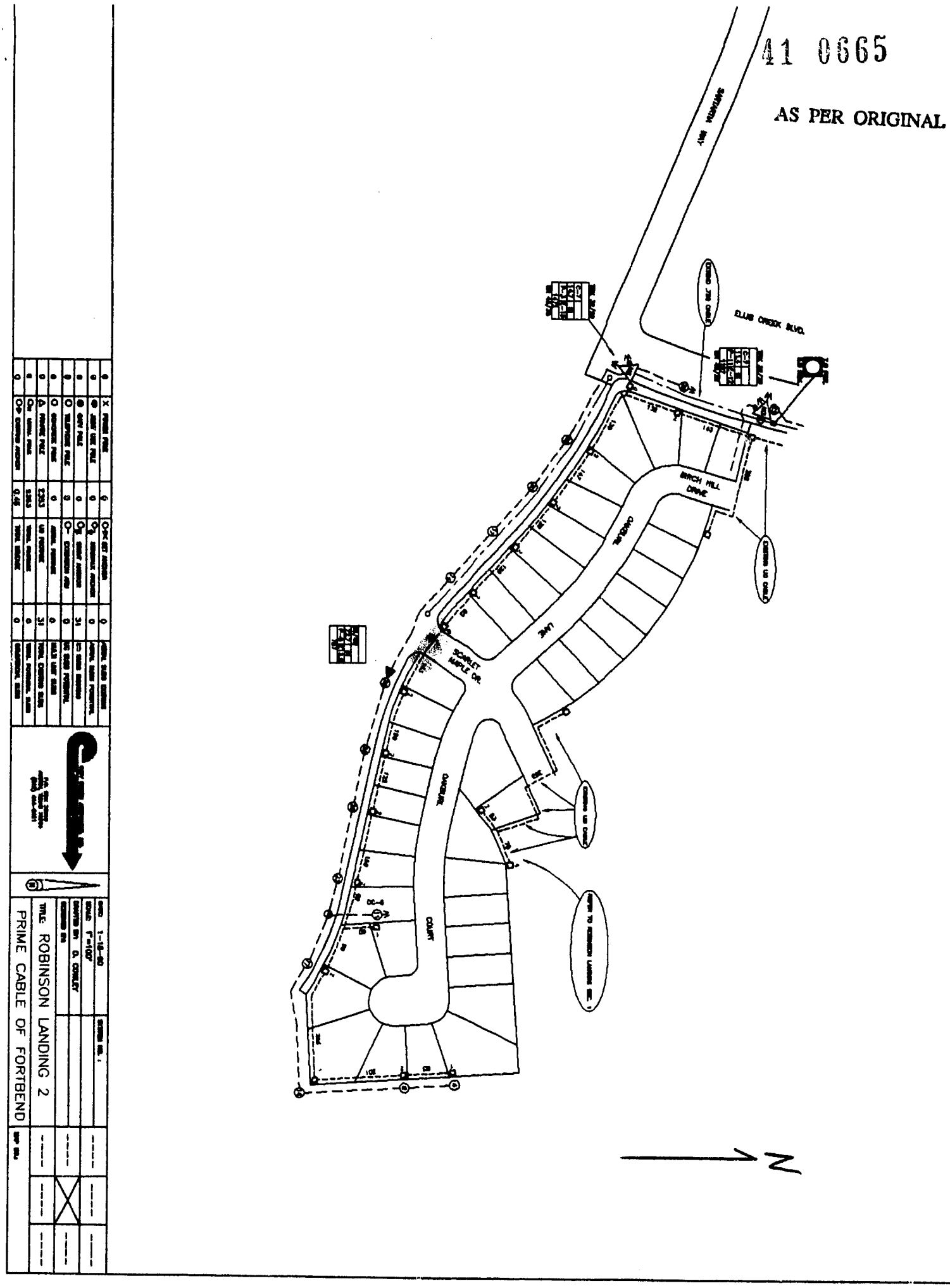
Houston Texas 77014
City State Zip
TELEPHONE NO: (713) 537-2765



AS PER ORIGINAL

41 0665

AS PER ORIGINAL



0	X PRIME PILE	0	O-X SET ANCHOR	0	AERIAL SLIDE EXISTING			
0	⊕ JOINT USE PILE	0	O-Q SIDEWALK ANCHOR	0	AERIAL SLIDE POTENTIAL			
0	⊕ GUY PILE	0	O-Q SIDEWALK ANCHOR	31	UG SLIDE EXISTING			
0	O TELEPHONE PILE	0	O- EXTENSION ARM	0	UG SLIDE POTENTIAL			
0	O GENERATOR PILE	0	AERIAL PARKING	0	MAIN UNIT SLIDE			
0	△ PRIMARY PILE	2353	UG PARKING	31	TOTAL EXISTING SLIDE			
0	O-M MANUAL PILE	2353	TOTAL PARKING	0	TOTAL POTENTIAL SLIDE			
0	O-P EXISTING ANCHOR	0.45	TOTAL MACHINE	0	GENERATOR SLIDE			

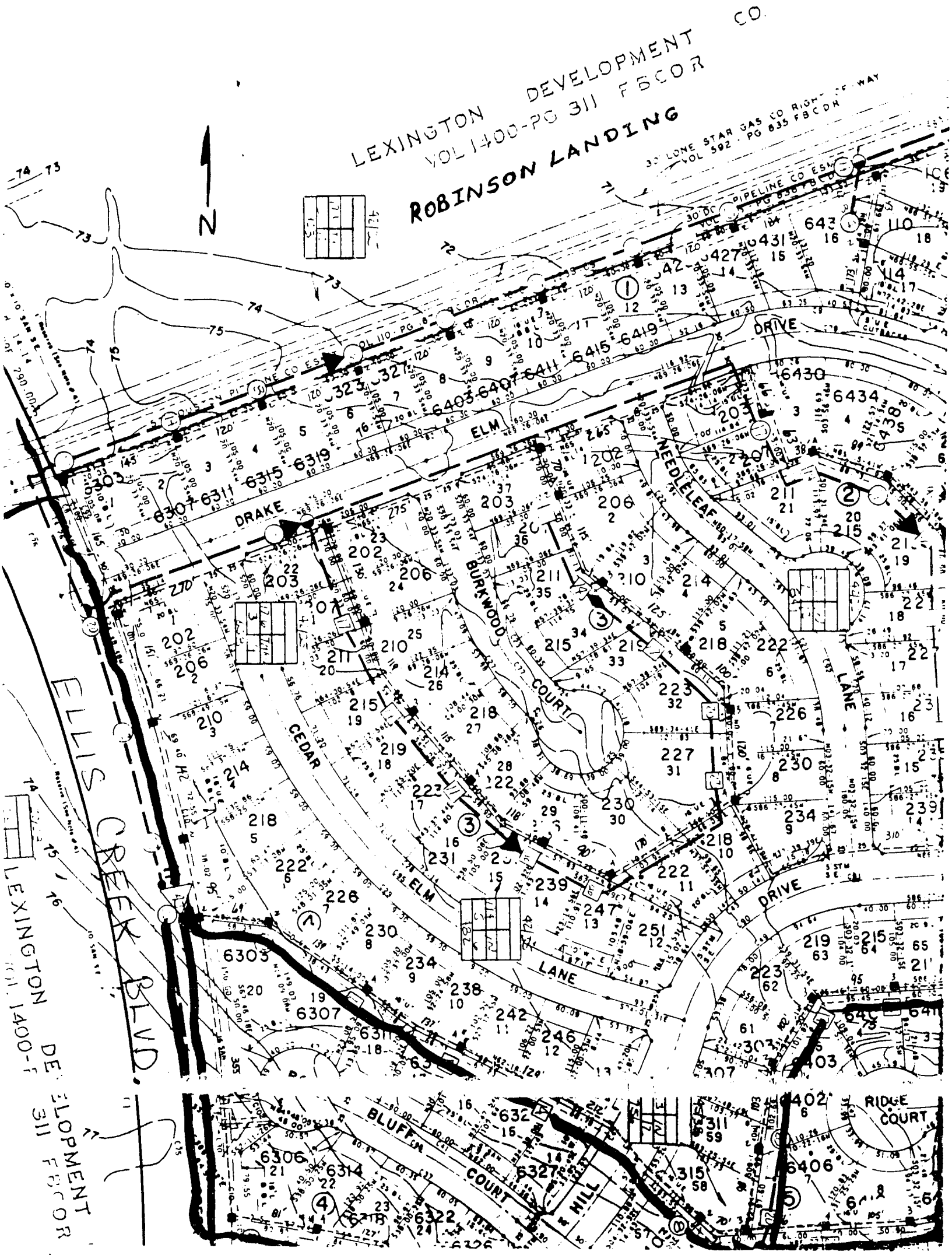
DATE: 1-18-80 SCALE: 1"=100' DRAWN BY: D. CONLEY SCALE: 1"=100' SCALE: 1"=100'

TITLE: ROBINSON LANDING 2

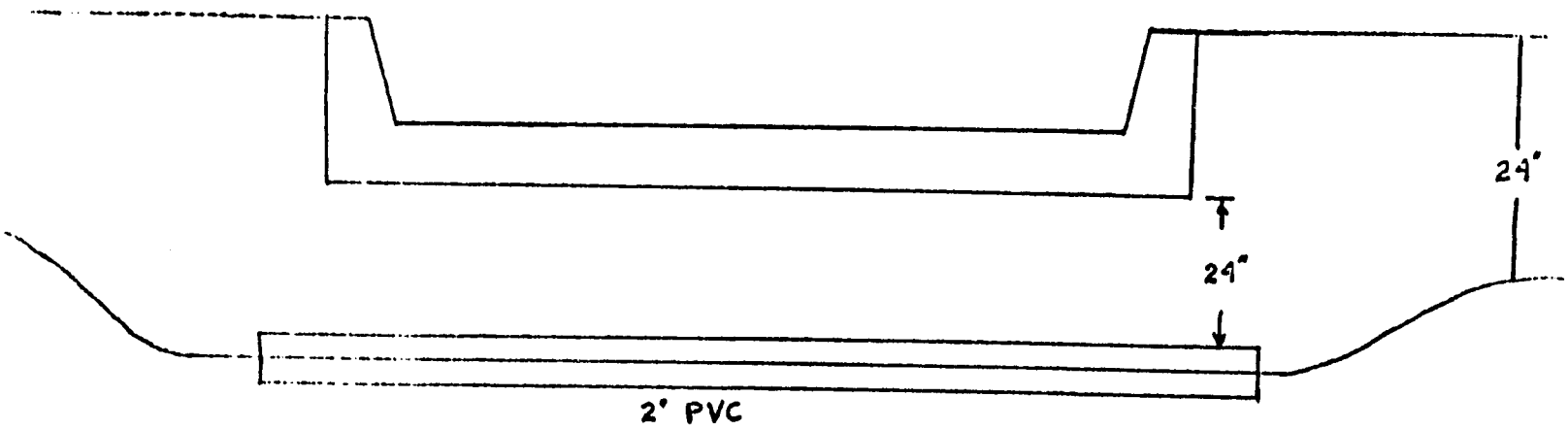
PRIME CABLE OF FORTBEND

41 0666

AS PER ORIGINAL



AS PER ORIGINAL



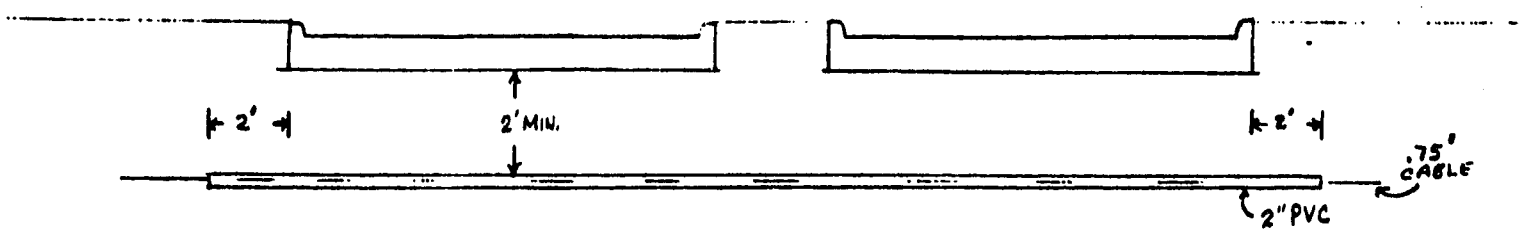
Typical Road Bore

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".

41 0668

AS PER ORIGINAL



ROAD BORE

16

41 0669

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 12th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Heldenfels Brothers, Inc. dated 2/6/90, permit no. 81131 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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

BY [illegible]
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. # 81131

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

2-7-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00

Performance Bond.

"8/3/87

37 2295 2/13/89

41 0671

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

REVIEW FORM

On 2-7-90 (date) the Drainage Dist. (department/office) reviewed the: (circle one and fill in information)

1. Construction Plans _____

2. Plat _____

3. Permit #81131, Heldenfels Brothers, Inc. Construction of a low water crossing - Clear Creek.

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

41 0672

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 8137

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
CLEAR CREEK	0.2 mi ~~North~~ EAST OF FM 521	60'	LOW WATER CROSSING			

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

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

General Description

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

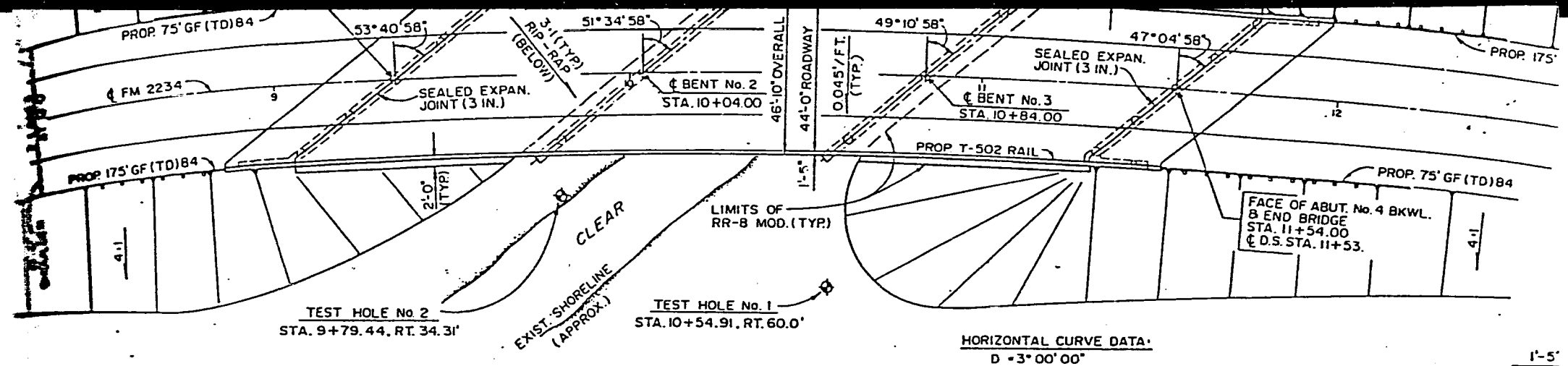
COMPANY NAME: HELDENFELS BROTHERS, INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE H. C. Heldenfels, President
(Please Print)

DATE: February 6, 1990
ADDRESS: P. O. Box 4957
(Street/P.O. Box)

Corpus Christi Texas 78469
City State Zip
TELEPHONE NO: (512) 883-9331



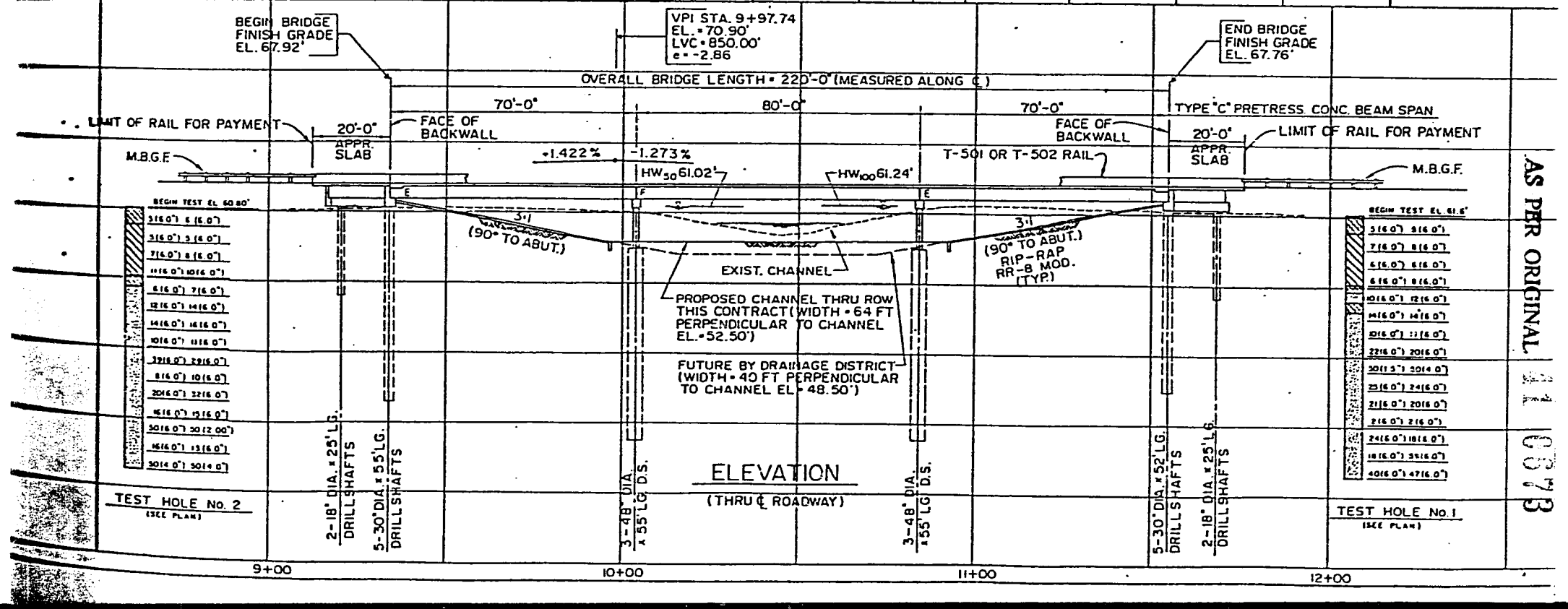
PLAN

HORIZONTAL CURVE DATA:

D = 3° 00' 00"
PI = STA. 7+99.99
Δ = 32° 20' 31.76"
T = 553.82'
L = 1078.0719
R = 1909.8593

ESTIMATED QUANTITIES

SLURRY DISPLACED DRILL SHAFT			PRESTRESS. CONC. BEAM TYPE "C"	REINFORCED CONCRETE SLAB	CONCRETE SURFACE TREATMENT	RAIL TYPE		SEALED EXPANSION JOINT (3 IN.)	RIP-RAP (CONC.) CLASS B	CLASS "C" CONCRETE		CEMENT STABILIZED BACKFILL	CONC. PILES 16 IN. SQ.	RIP-RAP (CONCRETE) TYPE N	STRUCTURAL EXCAVATION
Ø IN.	30 IN. LF	48 IN. LF	LF	SF	SY	T-501 LF	T-502 LF	LF	CY	ABUT. CY	BENT CY	CY	LF	CY	CY
100	535	330	1533.5	10306	1076	260	260	138.5	110.0	79.1	79.9	190	—	—	—
—	—	—	1533.6	10306	1076	260	260	138.5	110.0	79.1	117.5	190	1,918.0	6.6	87.0



ELEVATION

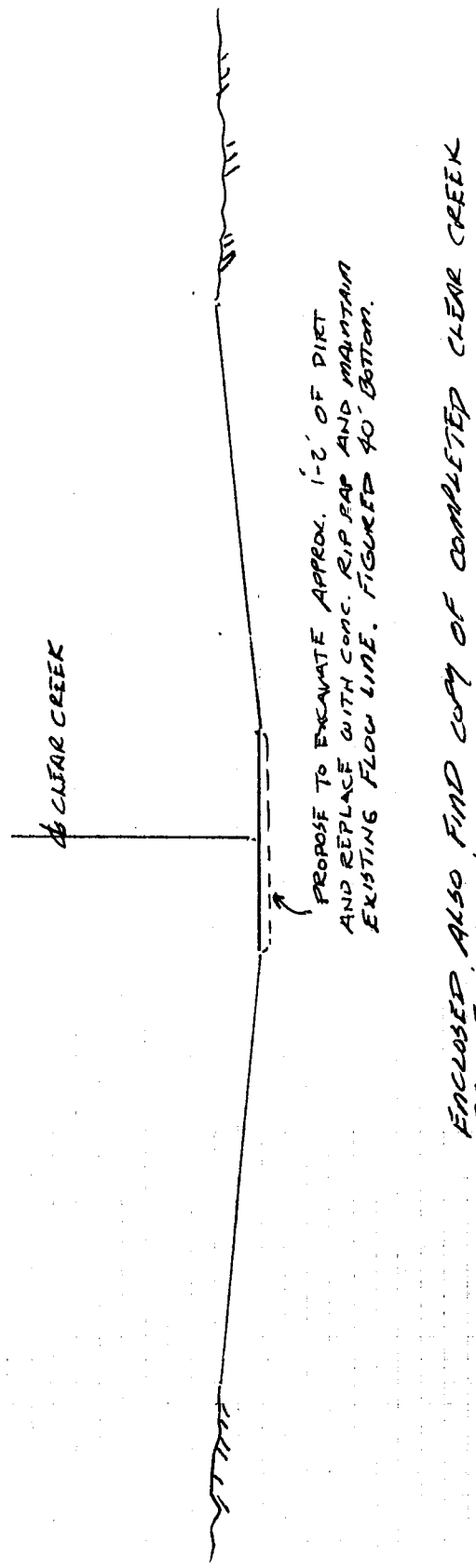
(THRU ℄ ROADWAY)

AS PER ORIGINAL

AS PER ORIGINAL 41 0674

HELDENFELS BROS., INC.	JOB NO.	DESCR.		
PRESTRESSED CONCRETE STRUCTURES	CLIENT:			
P. O. BOX 4957	CALC. BY:	DATE:	CHKD.	DATE:
CORPUS CHRISTI, TEXAS 78408			SHEET:	OF:
512-883-9331				

HB INC.



ENCLOSED ALSO FIND COPY OF COMPLETED CLEAR CREEK BRIDGE & DITCH

41 0675

AS PER ORIGINAL

MBank Corpus Christi
P.O. BOX 301
CORPUS CHRISTI, TEXAS 78403-0301

NO. 426290

PURCHASER Heldenfels Brothers, Inc.
Bond for Low water Crossing

Date FEB. 6 90

88-124
1149

PAY TO THE ORDER OF Ft Bend County ---------- $ 2,000.00

MBank C.C. 2,000.00

CASHIER'S CHECK

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.

TELLER
AUTHORIZED
EXECUTIVE V.P. & CASHIER

⑈426290⑈ ⑆114901244⑆ 501 444 1⑈

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

JANUARY 31, 1990
L/C NO.: I-006212
AMENDMENT NO: 5

18
The Grove, Sec. 8

41 0676

Advising Bank

********** DIRECT **********

APPLICANT:
PECAN GROVE ASSOCIATES
2777 ALLEN PARKWAY
RIVIANA BLDG. 5TH FLOOR
HOUSTON, TEXAS 77019

AS PER ORIGINAL

Beneficiary

JODIE E. STAVINOHA,
COUNTY JUDGE OF FORT BEND
COUNTY, TEXAS, OR HIS SUCCESSORS
IN OFFICE

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE-REFERENCED LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

1 - EXPIRATION DATE EXTENDED TO FEBRUARY 10, 1991.

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

Authorized Signature

I-006212- -011-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

20. ACCEPT OR REJECT BIDS ON THE FOLLOWING: (1) FOUR OR MORE NEW FULL SIZE ½ TON PICKUP TRUCKS, 90 DAY DEL., (#90-025); (2) ONE OR MORE NEW FULL SIZE UTILITY VEHICLE, 10 DAY DEL. (#90-026); (3) ONE OR MORE NEW FULL SIZE ½ TON PICKUP TRUCKS, 10 DAY DEL. (#90-027); (4) ONE OR MORE NEW MINI VAN, 10 DAY DEL. (#90-028); (5) SALE OF SEIZED AND SURPLUS VEHICLES: 1980 CHEV. CAMARO; 1976 MERCEDES BENZ 450; 1978 INT. TRUCK/TRACTOR WITH FLATBED TRAILER; 1980 AMB.-CHEV. CHASSIS W/TYPE I MODULE; 1982 AMB. CHEV. CHASSIS W/TYPE I WALK-THRU MODULE; 1983 AMB. CHEV. W/TYPE I WALK-THRU MODULE:

Accept bid for four or more new full size ½ ton pickup trucks,:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept bid (#90-025) and authorize the purchase of four full size ½ ton pickup trucks from TEXSTAR CHEVROLET in the amount of $10,359.00 (base) minus $63.00 on radio, totaling $10,296.00 and one vehicle at $10,359.00 plus $639.60 for air condition, totaling $10,998.60. for Drainage District.

Accept one or more new full size utility vehicle, 10 day del.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept bid (#90-026) and authorize the purchase of one vehicle for County Engineer in the amount of $15,929.00 (base) and one in the amount of $16,041.00 (base) from JOE GRILLO OLDS-DODGE. (Recorded in minutes in full)

Accept one or more new full size ½ ton pickup truck, 10 day del.:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept bid (#90-027) and authorize the purchase of one full size ½ ton pickup truck, from JOE GRILLO OLDS-DODGE in the amount of $11,055.00 (base). (Recorded in minutes in full)

Accept one or more new mini van, 10 day del.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept bid (#90-028) and authorize the purchase of one mini van from TEXSTAR CHEVROLET in the amount of $12,595.47 (base). (Recorded in minutes in full)

Sale of seized & surplus vehicles: 1980 Chev. Camaro; 1976 Mercedes Benz 450; 1978 Int. truck/tractor with flatbed trailer; 1980 Amb. Chev. Chassis w/Type 1 module; 1982 Amb.-Chev. Chassis w/Type I walk-thru module; 1983 Amb.-Chev. Chassis with/Type I walk-thru module:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the sale of 1980 Chev. Camaro to Mark Hallquist in the amount of $476.00. (Recorded in minutes in full)

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the sale of 1976 Mercedes Benz 450 to Mark Hallquist in the amount of $1,676.00. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject and hold for auction the sale of 1976 Oldsmobile. (Recorded in minutes in full)

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve the sale of 1978 IH truck/trailer to Southwest Sanitation in the amount of $5001.00. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to reject the sale of 1980 Chevy Ambulance. (Recorded in minutes in full)

41 0678 20/1 & 21

PURCHASE OF FOUR (4) OR MORE NEW FULL SIZE 1/2 TON PICKUP TRUCKS
(90 DAY DELIVERY). BID #90-025.

COMPANY	UNIT BASE PRICE	OPTIONAL EQUIPMENT (ADD TO BASE PRICE): GAUGE PACKAGE	AIR CONDITION	TOTAL BID PRICE WITH OPTIONAL EQUIP.
✓ TexStar Chevrolet P.O. Box 35698 Houston, TX 77235	*$10,359.00 *deduct $63.00 if AM radio is not wanted.	no charge	$639.60	$10,998.60
Joe Grillo Olds-Dodge P.O. Box 911 Rosenberg, TX 77471	$10,503.50	no charge	$665.00	$11,168.50
Lawrence Marshal Chev-Olds P.O. Box 983 Hempstead, TX 77445	$10,937.29	no charge	$639.60	$11,576.89
Mort Hall Ford 10730 Eastex Frwy Houston, TX 77093	$10,956.00	no charge	$665.00	$11,621.00
Dub Miller Ford P.O. Box 912 Rosenberg, TX 77471	$10,995.00	no charge	$685.00	$11,679.00
Barrett Motor Co. P.O. Box 4998 Tyler, TX 75712	$11,313.00	no charge	$639.60	$11,952.60

RECAPITULAITON OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: January 21, 1990 and January 28, 1990.

INDIVIDUAL NOTICES MAILED: 45

BID PACKETS PICKED UP OR MAILED: 13

BIDS RECEIVED: 6

41 0679

20/2

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE UTILITY VEHICLE (10 DAY DELIVERY). BID #90-026.

COMPANY	UNIT BID PRICE WITHOUT OPTIONAL EQUIPMENT	UNIT BID PRICE WITH AUTO TRANS. WITH OVERDRIVE	UNIT BID PRICE WITH 4-WHEEL DRIVE	UNIT BID PRICE WITH AUTO TRANS. WITH OVERDRIVE & 4-WHEEL DRIVE
√ Joe Grillo Olds-Dodge P.O. Box 911 Rosenberg, TX 77471	no bid	$16,041.00 VIN: LM010934	no bid	$15,929.00 VIN: LM012469
Lawrence Marshall Chev-Olds. P.O. Box 983 Hempstead, TX 77445	no bid	no bid	no bid	$18,056.28 VIN: 1GNEV18K6KF182880
Mort Hall Ford 10730 Eastex Fwy Houston, TX 77093	no bid	*$11,823.00 *Does not meet specs: 80 AMP minimum alternator required, bidding 75 AMP alternator; Limited slip differential not offered as required.	no bid	no bid
Mort Hall Ford 10730 Eastex Fwy Houston, TX 77093	no bid	**$11,507.00 **Does not meet specs: 5,500 GVWR minimum required, bidding 5,450 GVWR; 80 AMP alternator required, bidding 75 AMP alternator; Limited slip differential not offered as required.	no bid	no bid

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: January 21, 1990 and January 28, 1990

INDIVIDUAL NOTICES MAILED: 45

BID PACKETS PICKED UP OR MAILED: 12

BIDS RECEIVED: 4

41 0680

20/3

BID SOLICITATION REQUEST BY DRAINAGE DISTRICT MANAGER

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE 1/2 TON PICKUP TRUCKS
(10 DAY DELIVERY). BID #90-027.

COMPANY	UNIT BID PRICE WITHOUT OPTIONAL EQUIPMENT	UNIT BID PRICE WITH GAUGE PACKAGE	UNIT BID PIRCE WITH AIR CONDITION	UNIT BID PRICE WITH GAUGE PACKAGE AND AIR CONDITION
Joe Grill Olds.-Dodge P.O. Box 911 Rosenberg, TX 77471	$11,055.00 VIN: LS625095	no bid	no bid	$12,656.45 VIN: LS672779
Mort Hall Ford 10730 Eastex Frwy Houston, TX 77093	no bid	no bid	no bid	$11,707.00 VIN: 1FTEF15N4LNA68940
Lawrence Marshall Chev.-Olds. P.O. Box 983 Hempstead, TX 77445	no bid	no bid	no bid	$11,887.20 VIN: 2GCEC14H4L1154724

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: January 21, 1990 and January 28, 1990.

INDIVIDUAL NOTICES MAILED: 45

BID PACKETS PICKED UP OR MAILED: 12

BIDS RECEIVED: 3

20/4

BID SOLICITATION REQUESTED BY COUNTY ENGINEER 41 0681

PURCHASE OF ONE (1) OR MORE NEW MINI VAN (10 DAY DELIVERY). BID #90-028.

COMPANY	TOTAL UNIT BID PRICE	VIN
TexStar Chevrolet P.O. Box 35698 Houston, Texas 77235	$12,595.47	Several units in stock.
Lawrence Marshall Chev-Olds. P.O. Box 983 Hempstead, Texas 77445	$13,067.63	1GNDM15Z3LB150297
Joe Grillo Olds-Dodge P.O. Box 911 Rosenberg, Texas 77471	$16,754.00	1B4FK44R3LX122790
Mort Hall Ford, Inc. 10730 Eastex Frwy Houston, Texas 77093	*$12,286.00 *Does not meet specs: 5000 minimum GVWR required, bidding 4820 GVWR; 80 AMP minimum alternator required, bidding 75 AMP alternator; Five P205/75R15 minimum tires required, bidding four P215/70R14 tires.	

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: January 21, 1990 and January 28, 1990.

INDIVIDUAL NOTICES MAILED: 45

BID PACKETS PICKED UP OR MAILED: 12

BIDS RECEIVED: 4

20/5

41 0682

FEBRUARY 9, 1990
FORT BEND COUNTY SURPLUS VEHICLE AUCTION
BID TABULATION

SALE #	YEAR	MAKE	VIN	BID AMOUNT	NAME OF BIDDER
01	1980	CHEVROLET	1S87HAL544761	$476.00	MARK HALLQUIST
	1980	CHEVROLET	1S87HAL544761	$303.77	ROBERT LINK
	1980	CHEVROLET	1S87HAL544761	$75.00	JOHN M. YOUNG
02	1976	MERCEDES BENZ	10702212002162	$1676.00	MARK HALLQUIST
	1976	MERCEDES BENZ	10702212002162	$1325.00	JOHN M. YOUNG
03	1976	OLDSMOBILE	3J29R6M216588	NONE	NONE
04	1978	IH TRUCK/TRAILR	E2327HGA22470	$5001.00	SOUTHWEST SANITATION
	1978	IH TRUCK/TRAILR	E2327HGA22470	$4100.00	LEDWIG'S GRAVEL & GRAIN SALES
	1978	IH TRUCK/TRAILR	E2327HGA22470	$3500.00	JOHN M. YOUNG
* 05	1980	CHEVY AMBULANCE	6GS339Z207673	$101.50	MIKE TREVINO
* 06	1982	CHEVY AMBULANCE	1GBHC..103765	$505.00	B & W ENTERPRISES
* 07	1983	CHEVY AMBULANCE	1GBHC..AA2323	$505.00	B & W ENTERPRISES
*	1983	CHEVY AMBULANCE	1GBHC..AA2323	$201.00	BEASLEY VOLUNTEER FIRE DEPT.

* EMS DIRECTOR RECOMMENDS REJECTING ALL BIDS.

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject the sale of 1982 Chevy Ambulance. (Recorded in minutes in full)

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to reject the sale of 1983 Chevy Ambulance-Chev. Chassis w/type I walk-thru module. (Recorded in minutes in full)

21. CONSIDER PURCHASING VEHICLES FROM BID #90-025 FOR DRAINAGE DISTRICT AND FROM BID #90-023 FOR PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize the purchase of one vehicle from KNAPP CHEVROLET for Precinct #1, in the amount of $11,369.00 plus $123.00 for V-8, total amount $11,492.00.

22. AUTHORIZE ADVERTISING FOR BIDS FOR THE FOLLOWING: (1) ONE OR MORE PICKUP TRUCKS FOR ANIMAL CONTROL (FUNDS AVAILABLE); (2) ANNUAL CONTRACT FOR RENTAL WORK UNIFORMS:

Advertise for one or more pickup truck for Animal Control:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for one or more pickup truck for Animal Control.

Advertise for annual contract for rental work uniforms:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for annual contract for rental work uniforms with specifications to be reviewed by the court.

23. CONSIDER CONSULTANT CONTRACT WITH TAX TECH ON FORT BEND PARKWAY PROJECT (#STATE HWY. 122):

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postponed and place on the Fort Bend Road District #1 agenda.

24. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (BFI LANDFILL) AND PERSONNEL (WORKERS COMP.) AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E&G), VTCS AND CONSIDER TAKING ACTION:

No action taken.

RECESS:

Commissioners Court recessed at 11:45 a.m.

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

25. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW TRAILER-MOUNTED 200 GAL. MIN. RUBBERIZED ASPHALT KETTLES (#90-029); (2) ONE OR MORE NEW FULL-SIZE UTILITY VEHICLES (#90-030); (3) TWO OR MORE NEW FULL-SIZE PICKUP TRUCKS (#90-031):

Open bids for one or more new trailer-mounted 200 gal. min. rubberized asphalt kettles:

The following bids were presented to Commissioners Court for review.

PURCHASE OF ONE (1) OR MORE NEW TRAILER MOUNTED 200 GALLON MINIMUM RUBBERIZED ASPALT KETTLES. BID NUMBER 90-029

41 0684

COMPANY	
ADVANCED CONCRETE PRODUCTS	
BEDORD SERVICES CO., INC.	
BOMAG U.S.A., INC.	
CONLEY-LOTT NICHOLS MACHINERY COMPANY	
E.L. LESTER & COMPANY, INC.	
EAGLE LAKE IMPLEMENT CO., INC.	
GRACE EQUIPMENT CO.	
HARVEY'S SOUTHWESTERN MATERIALS, INC.	
HI-WAY EQUIPMENT CO., INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INDUSTRIAL ENGINES & ACCESSORIES	
INGERSOLL-RAND EQUIPMENT SALES	
J.I. CASE COMPANY DBA CASE POWER & EQUIPMENT	
J.W. FALTISEK PAVING CONTRACTORS, INC.	
LONE STAR RENTALS, INC.	
MASTER CONTRACTORS, INC.	
MUSTANG TRACTOR & EQUIPMENT CO.	
OLD KATY WAREHOUSE	✓ 21,472.80
PEARLAND DIESEL SERVICE, INC.	
POWERSCREEN TEXAS, INC.	
PRECO MACHINERY SALES, INC.	
PRIME MATERIALS AND SUPPLY CORP.	
QUALITY HOT-MIX, INC.	
R.B. EVERETT & CO.	✓ 22,975.00
ROMCO, INC.	
SHEPLER EQUIPMENT CO., INC.	✓ 15,997.00
SOUTH TEXAS EQUIPMENT CO., INC.	

PURCHASE OF ONE (1) OR MORE NEW TRAILER MOUNTED 200 GALLON MINIMUM RUBBERIZED ASPALT KETTLES. BID NUMBER 90-029

COMPANY
STAR ENTERPRISE
WAUKESHA-PEARCE INDUSTRIES, INC.
WORLD WIDE WELDING & PRESS, INC.

1) OLD KATY WAREHOUSE
2) R.B. EVERETT & CO.
3) SHEPLER EQUIPMENT CO., INC.

Open bids for one or more new full-size utility vehicles:

The following bids were presented to Commissioners Court for review.

1) BARRETT WHITE GMC TRUCKS
2) JOE GRILLO OLDSMOBILE-DODGE
3) LAWRENCE MARSHAL CHEV-OLDS

Open bids for two or more new full-size pickup trucks:

The following bids were presented to Commissioners Court for review.

1) BARRETT WHITE GMC
2) JOE GRILLO OLDSMOBILE-DODGE
3) LAWRENCE MARSHAL CHEV-OLDS
4) TEXSTAR CHEVROLET

26. APPROVE BILLS:

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

27. ADJOURNMENT:

Commissioners Court adjourned at 1:45 p.m. Monday, February 12, 1990.

PURCHASE OF ONE (1) OR MORE NEW UTILITY VEHICLES. BID NUMBER 90-030 41 0687

COMPANY

A.C. COLLINS FORD, INC.

BARRETT WHITE GMC TRUCKS ✓ ~~12,150~~

BECK & MASTEN PONTIAC-GMC, INC.

BOB MARCO BUICK-GMC-MAZDA

CHAMPION CHRYSLER PLYMOUTH, INC.

CHUCK DAVIS CHEVROLET

CHUCK MILLER FORD, INC.

CHUCK RATHERT CHEV.

DAN BOONE CHEVROLET

DEMONTROND TRUCK CENTER

DUB MILLER FORD

EAST BERNARD FORD, INC.

EXCELLANCE INCORPORATED

FRANK GILLMAN PONTIAC CO.

GALLERIA AREA FORD, INC.

GILMAN DODGE

GOODSON GMC

GREENVILLE FORD LINCOLN MERCURY

HALL CHEVROLET, INC.

HELFMAN FORD

HUBENAK CHEVROLET/PONTIAC

HUBENAK FORD

JACK ROACH FORD, INC.

JOE CAMP FORD

JOE GRILLO OLDSMOBILE-DODGE ✓

JOE MYER'S FORD, INC.

KINSEL FORD

PURCHASE OF ONE (1) OR MORE NEW UTILITY VEHICLES. BID NUMBER 90-030

COMPANY
KNAPP CHEVROLET, INC.
LANDMARK CHEVROLET NORTH
LANDMARK CHEVROLET/GMC S.W.
LAROCHE CHEVROLET-CADILLAC
LAWRENCE MARSHAL CHEV-OLDS ✓ ~~15,898.12~~ opt incl.
LES MARKES CHEVROLET MAZDA
MACK HAIK PEACOCK CHEVROLET
MILLER CHEVROLET
MORT HALL FORD
NOBLE PONTIAC GMC
NORTHWEST FORD MERCURY DBA MARSHALL FORD
RUSSELL AND SMITH FORD
RUSSELL BROS. OF TEXAS
SOUTHWEST LINCOLN-MERCURY, INC.
TEXSTAR CHEVRLOET
UNIVERSAL FORD SALES, INC.
WEST SIDE AUTO SALES
WESTWAY FORD, INC.
BILL HEARD CHEVROLET
DAVIS GMC

PURCHASE OF TWO (2) OR MORE NEW FULL SIZE PICKUP TRUCKS
BID NUMBER 90-031

41 0689

COMPANY	
A.C. COLLINS FORD, INC.	
BARRETT WHITE GMC TRUCKS	✓ 12,789.00
BECK & MASTEN PONTIAC-GMC, INC.	
BOB MARCO BUICK-GMC-MAZDA	
CHAMPION CHRYSLER PLYMOUTH, INC.	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
CHUCK RATHERT CHEV.	
DAN BOONE CHEVROLET	
DEMONTROND TRUCK CENTER	
DUB MILLER FORD	
EAST BERNARD FORD, INC.	
EXCELLANCE INCORPORATED	
FRANK GILLMAN PONTIAC CO.	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	
GOODSON GMC	
GREENVILLE FORD LINCOLN MERCURY	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD, INC.	
JOE CAMP FORD	
JOE GRILLO OLDSMOBILE-DODGE	✓ 13,202.45
JOE MYER'S FORD, INC.	
KINSEL FORD	

41 0690

AS PER ORIGINAL

PURCHASE OF TWO (2) OR MORE NEW FULL SIZE PICKUP TRUCKS
BID NUMBER 90-031

COMPANY	
KNAPP CHEVROLET, INC.	
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAROCHE CHEVROLET-CADILLAC	
LAWRENCE MARSHAL CHEV-OLDS ✓	11,848.83
LES MARKES CHEVROLET MAZDA	
MACK HAIK PEACOCK CHEVROLET	
MILLER CHEVROLET	
MORT HALL FORD	
NOBLE PONTIAC GMC	
NORTHWEST FORD MERCURY DBA MARSHALL FORD	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC.	
TEXSTAR CHEVRLOET ✓	12,299.58
UNIVERSAL FORD SALES, INC.	
WEST SIDE AUTO SALES	
WESTWAY FORD, INC.	
BILL HEARD CHEVROLET	
DAVIS GMC	

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.

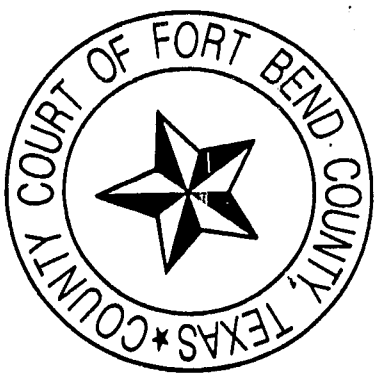
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 14, 19 90.

STARTING WITH
FILM CODE NO. 90 vol. 41 pg. 0609

ENDING WITH
FILM CODE NO. 90 vol. 41 pg.0690



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

41 0692

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 14 DAY OF MARCH, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 0693.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Gloria G. Martin
GLORIA G. MARTIN DEPUTY

SPECIAL SESSION

BE IT REMEMBERED That on this 16th day of FEBRUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

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

With Commissioner Alton Pressley absent.

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

1. CANVAS RETURNS FROM THE FEBRUARY 13th SPECIAL ELECTION.

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the returns from the February 13th SPECIAL ELECTION as presented by Dianne Wilson, County Clerk, and declare the results as follows:

STATE SENATORIAL DISTRICT 13

RODNEY ELLIS	25
WRITE-IN	3
TOTAL VOTES	28

2. ADJOURNMENT.

Court moved to adjourn at 1:45 PM, Friday, February 16, 1990.

41 0694 (1) 2-16

FORT BEND COUNTY CLERK

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 SPECIAL ELECTION

DATE: February 14, 1990

I, DIANNE WILSON, County Clerk of Fort Bend County, Texas do hereby certify that the following election returns for the February 13, 1990 Special Election are true and correct, and that all ballots have been tabulated and accounted.

STATE SENATORIAL DISTRICT 13 SPECIAL ELECTION

RODNEY ELLIS	25
WRITE-IN	3
TOTAL VOTES	28

SIGNED this 14th day of February, 1990 in Richmond, Texas.

Dianne Wilson

DIANNE WILSON
County Clerk
Fort Bend County, Texas

301 Jackson St., P.O. Box 520, Richmond, Texas 77469 - (713) 341-8685 Fax(713) 341-4520

FORT BEND COUNTY
SENATORIAL DIST 13 SPEFEBRUARY 13, 1990

Total Number Voting		28	
Precincts Reporting	1 of	1	100.00%

STATE SENATOR, DISTRICT 13, UNEXPIRED

RODNEY ELLIS (DEMOCRAT)	25	89.28%
----------	3	10.71%
Total Votes Cast	28	
Number Under Votes	0	. 0%
Number Over Votes	0	. 0%

TOTAL BALLOTS CAST 28

TOTAL TYPE 1 BALLOTS 28

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.

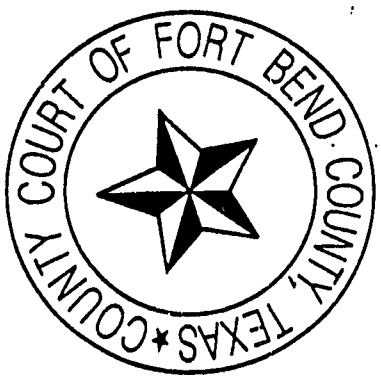
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON MARCH 14, 19 90.

STARTING WITH
FILM CODE NO. 90vol.41 pg.0693

ENDING WITH
FILM CODE NO. 90 vol.41 pg.695



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 15 DAY OF MARCH, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 698.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez DEPUTY

MELISSA RODRIGUEZ

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, FEBRUARY 19, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meetings of February 12 & 16, 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. Presentation of Red Cross Certificate of Merit to Douglas Havron.

7. Consider requests for waiver of tax penalties & interest.

8. Dennis McAfee, Juvenile Probation Officer, re: request to apply for two grants through H-GAC.

9. Marsha Gaines, Tax Assessor/Collector, re: accept refund check for $30 from Angelina County for school not attended, and rebudget into 0701.

10. Cindy Reeves, Animal Control Officer, re: consider use of ASP batons by animal control officers with certification.

11. Consider the following for Fort Bend Flood Control Water Supply Corp.: (1) authorize Corp's Engineer to revise construction drawings for Flat Bank Creek/Steep Bank Creek to reflect division of construction work into three phases; (2) authorize Corp.'s Engineers to design pump station for Flat Bank Creek diversion.

12. Discuss and consider the position of Inspector of Hides & Animals.

13. Consider approval of agreement with State Dept. of Highways & Public Transportation to contribute funds in the amount of $10,000 for the Beltway 8 Project.

14. Consider participating in the funding for Fort Bend County Crisis Hotline in the amount of $4,000.

15. Consider advertising for bids for the following: (1) tractors (Pct. 1); (2) renovation of Needville facility in Pct. 2.

16. Consider application from Brown-Harris Inc. to construct a driveway tie-in onto Austin Parkway, Pct. 4.

17. Consider application from Harris Construction to construct a driveway tie-in onto Westheimer Parkway, Pct. 3.

18. Consider change order for Bell Shaft Foundation Co. concerning landfill wells.

19. 10:00 a.m. - Hold public hearing to consider accepting Foster Creek Rd. into the County road maintenance system in Pct. 3.

20. Enter into minutes the 1990 budget for Fort Bend Rural Fire Prevention District No. 1.

21. Approve specifications for EMS delinquent accounts bid invitation.

22. Accept or reject bids on the following: (1) One or more new trailer mounted 200 gal. min. rubberized asphalt kettles (#90-029); (2) One or more new full size utility vehicle (#90-030); (3) Two or more new full size pickup trucks (#90-031).

23. Meet in Closed Session to discuss litigation (Jennifer Regan et al, vs. Fort Bend County et al); land matters (Loop Rd., Pct. 2); and personnel (dept. head evaluations), as authorized by Art. 6252-17, Sec. 2(e,f,g), V.T.C.S. and consider taking action.

24. Consider approval of reserve deputy Gary Stahlheber, along with bond and oath, Pct. 3 Constable.

25. 1:30 p.m. - Open and consider bids for purchase of 2 or more new cardiac defibrillator monitors, with or without trade-in (#90-032).

26. 2:00 p.m. - Open and consider RFP's for banking services including depository pledge contracts.

27. Approve bills.

28. Adjournment.

FILED FOR RECORD
TIME 2:50 ~~A.M.~~ P.M.

FEB 15 1990

Diane Wilson
County Clerk, Fort Bend Co. T

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, February 15, 1990 at 3:00 p.m. by D. Lindsey.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
JANE LONG ANNEX, RICHMOND, TEXAS
MONDAY, FEBRUARY 19, 1990
11:00 O'CLOCK A.M.

1. Discuss and consider contract to develop Capital Improvement Plan for Big Creek project with VanSickle, Mickelson & Klein, Inc.

2. Discuss and consider surveying contract on Big Creek project with VanSickle, Mickelson & Klein, Inc.

3. Presentation of Brooks Lake implementation plan by Larry Dunbar, and consider taking necessary action.

4. Discuss proposed drainage study plan on Rabbs Bayou.

5. Consider acceptance of additional easement width on two properties on Big Creek.

6. Request authority to advertise for bids for utility vehicle.

7. Discuss monthly report.

8. Adjournment.

FILED FOR RECORD
TIME 2:50 A.M. P.M.
FEB 15 1990
Diane Wilson
County Clerk, Fort Bend Co. T.

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, February 15, 1990 at 3:00 p.m. by N. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 19TH day FEBRUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
BOB LUTTS	COMMISSIONER PRECINCT #3
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 MEETINGS OF FEBRUARY 12 & 16, 1990:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of February 12, with correction to #19 and February 16, 1990.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve out of town travel request for JUSTICE OF THE PEACE #4, EMS, COUNTY ENGINEER, TAX ASSESSOR/ COLLECTOR and LIBRARY. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve service contract with Global Services, Inc. for George Memorial Library. (Recorded in minutes in full)

6. PRESENTATION OF RED CROSS CERTIFICATE OF MERIT TO DOUGLAS HAVRON:

Sandra Startz representing Red Cross and County Judge Jodie Stavinoha presented a National Certificate of Merit to Douglas Havron for saving a life.

7. CONSIDER REQUESTS FOR WAIVER OF TAX PENALTIES & INTEREST:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to deny waiver of penalties & interest and attorney fees for Elaine Kilday as recommended by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

COUNTY OF FORT BEND

RECEIVED
FEB 15 1990
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

FAKHREZAMAN LINDSEY

Period: Date of Departure Fri. , ~~FEB/19///~~ Feb. 20,1990

Date of Return FEB 23,1990

Purpose of Trip: 20 Hr. Advanced Ct. Personnel Seminar

Places to be Visited: Marriott Greenspoint Hotel

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

Name

2-11-90
Date

Judge James C. ADOLPHUS
Title J.P. #4

* *

Approved: Commissioners' Court

County Judge

2/19/90
Date

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

41 0703

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 15 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

DANIEL KOSLER
PAUL POULTON

DATE OF DEPARTURE: MAR 2ND

DATE OF RETURN: MAR 4TH

DESTINATION: TYLER, TX

PURPOSE OF TRIP: EMS MANAGEMENT SEMINAR

MODE OF TRANSPORTATION: CAR

****

DEPARTMENT HEAD APPROVAL: DANIEL KOSLER - EMS
Name & Department

DATE: 2/14/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official Judi Stringer

Date 2/19/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0704

COUNTY OF FORT BEND

RECEIVED
FEB 15 1990
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

MARSHA P. GAINES

Period: Date of Departure MARCH 19, 1990

Date of Return MARCH 22, 1990

Purpose of Trip: JURISPRUDENCE COMMITTEE MEETING

Places to be Visited: AUSTIN, TEXAS

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

Name

FEBRUARY 15, 1990
Date

TAX ASSESSOR/COLLECTOR
Title

* *

Approved: Commissioners' Court

County Judge

2/19/90
Date

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

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
41 0705
FEB 12 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Peggy Isbell

DATE OF DEPARTURE: June 6, 1990

DATE OF RETURN: June 9, 1990

DESTINATION: Arlington, Virginia

PURPOSE OF TRIP: To attend National Genealogical Society National Capital Area 10th Annual Conference.

MODE OF TRANSPORTATION: airline

****

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

DATE: 2-12-90

R.S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official Jodi Stavinoha

Date 2/19/90

(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

RECEIVED FEB 16 1990 COUNTY JUDGE 41 0706

TO: COMMISSIONERS COURT

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

Lynda Brdecka _____ _____

_____ _____

_____ _____

DATE OF DEPARTURE: 2/24/90

DATE OF RETURN: 2/24/90

DESTINATION: Austin

PURPOSE OF TRIP: Attend the Annual Conference of the Texas Environmental Health Association.

MODE OF TRANSPORTATION: _____

****

DEPARTMENT HEAD APPROVAL: Billy Eubanks/Engineering
Name & Department

DATE: 2/15/90

Billy W. Eubanks
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official Judi Stavinoha

Date 2/19/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0707

RECEIVED
FEB 16 1990
COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

TO: COMMISSIONERS COURT

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

Laura Calub — Jeanne Witt

Linda Dillard

Rose Harper

DATE OF DEPARTURE: March 27, 1990

DATE OF RETURN: March 27, 1990

DESTINATION: New Orleans Public Library

PURPOSE OF TRIP: To meet with the New Orleans Public Library staff for an automation visitation and consultation.

MODE OF TRANSPORTATION: airline

****

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

DATE: 2-15-90

Roman S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official Jodi Stavinoha

Date 2/19/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0708

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 19 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Billy Eubanks

Ron Drachenberg

DATE OF DEPARTURE: 2/18/90

DATE OF RETURN: 2/21/90

DESTINATION: College Station

PURPOSE OF TRIP: Attend the 19th Annual Public Works Short Course

MODE OF TRANSPORTATION: XXX Personal Vehicle

****

DEPARTMENT HEAD APPROVAL: Billy Eubanks/Engineering
Name & Department

DATE: 2/19/90

Billy W. Eubanks
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official Judge Stavinoha

Date 2/19/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

5

AGENDA ITEM

GLOBAL SERVICES, INC.

INTEGRATED BUSINESS SYSTEMS Canon

COPIERS • FACSIMILE • MICROFILM • ELECTRONIC TYPEWRITERS

41 0709

November 16, 1989

Ruth Jarmusz
GEORGE MEMORIAL LIBRARY
1001 Golfview Dr.
Richmond, TX 77469-5141

Subject: Service Contract
Canon PC70
Serial No. 33210559

Dear Ms. Ruth

Service plays a very important part in increasing the life and dependability of all office equipment. Global Services, Inc. would like to continue providing quality service on your Canon PC70.

A one year Service Contract cost $300.00. It includes all replacement parts and labor, except exposure lamps, drum, glass and damages due to customer negligence.

If you elect not to purchase a Service Contract we will continue to serivce your ewuipment on a PER CALL basis. Our current PER CALL labor rate is $88.00 per hour, plus applicable parts and a flat travel fee of $44.00.

If you have any questions, please call me at (713) 864-3330 ext. 1333.

Sincerely

Bruce Ryle
AFter Market Specialist

BR/tw

HOUSTON
2902 WEST 12TH ST.
HOUSTON, TX 77008
(713) 864-8777
FAX# (713) 864-1900

BEAUMONT
2930 EASTEX FREEWAY
BEAUMONT, TX 77703
(409) 899-1783
FAX# (409) 899-3670

GALVESTON
4601 FORT CROCKETT BLVD.
GALVESTON, TEXAS 77551
(409) 762-2666
FAX# (409) 762-1676

ANGLETON
442 E. MULBERRY
ANGLETON, TX 77515
(409) 849-1216
FAX# (409) 849-1217

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

41 0710

MEMORANDUM

DATE: February 15, 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 - Elaine Kilday
Account Number .907-5915-02-002-1000
Precinct Number 4

Ms. Kilday is requesting waiver of penalty and interest and attorney fees on the above referenced account for 1983.

1. The property was purchased in June 1979, and correct ownership was reflected in 1982.
2. Ms. Kilday felt she had paid 1983 taxes with check number 2378 dated 1-1-84 (actually 85) in the amount of $189.21.
3. Amount of tax, penalty and interest, and attorney fees due at that time was $262.68.
4. Check was posted to 1983 delinquent tax on account .907-5915-02-004-0120, owned by H. P. Kilday Jr., in the amount of $188.92.
5. Ms. Kilday has received numerous delinquent statements from the tax office informing her of the status of her account and check in question.
6. Tax roll records were correct for the year in question.
7. Ms. Kilday did not pay the delinquent taxes within twenty one days of learning of the delinquency in compliance with State Property Tax Code 33.011.
8. Taxes were paid 11-16-89.

Breakdown of Taxes Paid:

Base Tax	$184.21
Penalty & Interest	151.05
Attorney Fees	50.29
Total Paid	$385.55

I do not recommend waiver of penalty & interest or attorney fees as there is no evidence of an error on the part of the Fort Bend Central Appraisal District or the Tax Office.

M Gaines

7/2

41 0711
AS PER ORIGINAL

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: February 15, 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 - N. L. Finch
Account Number .907-1500-03-001-0500
Precinct Number 4

The tax office is requesting waiver of penalty, interest, and attorney fees on the above referenced account for years 1977 and 1981.

Breakdown of Taxes Due:

Base Tax	$152.90
Penalty & Interest	172.37
Attorney Fees	48.77
Total	$374.04

I recommend waiver of penalty and interest and attorney fees under Section 33.04(6) of the State Property Tax Code.

M Gaines

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize waiver of penalties & interest in the amount of $172.37 and attorney fees in the amount of $48.77 for N.L. Finch as recommended by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

8. DENNIS MCAFEE, JUVENILE PROBATION OFFICER, RE: REQUEST TO APPLY FOR TWO GRANTS THROUGH H-GAC:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize applications for two grants to HGAC for Purchase of Juvenile Services in the amount of $23,490 and Residential Placement in the amount of $38,580.00 as presented by Dennis McAfee, Juvenile Probation Director and Juvenile Board. (Recorded in minutes in full)

9. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: ACCEPT REFUND CHECK FOR $30 FROM ANGELINA COUNTY FOR SCHOOL NOT ATTENDED, AND REBUDGET INTO 0701:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept refund check for $30 for reimbursement of cancelled school from Angelina County and rebudget into 0701. (Recorded in minutes in full)

10. CINDY REEVES, ANIMAL CONTROL OFFICER, RE: CONSIDER USE OF ASP BATONS BY ANIMAL CONTROL OFFICERS WITH CERTIFICATION:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve the use of ASP batons by animal control officers with certification as presented by Cindi Reeves, Animal Control Officer. (Recorded in minutes in full)

11. CONSIDER THE FOLLOWING FOR FORT BEND FLOOD CONTROL WATER SUPPLY CORP.: (1) AUTHORIZE CORP'S ENGINEER TO REVISE CONSTRUCTION DRAWINGS FOR FLAT BANK CREEK/STEEP BANK CREEK TO REFLECT DIVISION OF CONSTRUCTION WORK INTO THREE PHASES; (2) AUTHORIZE CORP.'S ENGINEERS TO DESIGN PUMP STATION FOR FLAT BANK CREEK DIVERSION:

Authorize Corp's Engineer to revise construction drawing for Flat Bank Creek/Steep Bank Creek to reflect division of construction work into three phases:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize Fort Bend Flood Control Water Supply Corp. to revise construction drawing for Flat Bank Creek/Steep Bank Creek to reflect division of construction work into three phases as presented by Sam Kruse, Lichliter Jameson & Assoc.

Authorize corp.'s Engineers to design pump station for Flat Bank Creek Diversion:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize Fort Bend Flood Control Water Supply Corp. to design pump station for Flat Bank Creek diversion as presented by Sam Kruse, Lichliter Jameson & Assoc.

12. DISCUSS AND CONSIDER THE POSITION OF INSPECTOR OF HIDES & ANIMALS:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone.

APPLICATION FOR FEDERAL ASSISTANCE

AS PER ORIGINAL #8

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: Application ☐ Construction ☒ Non-Construction; Preapplication ☐ Construction ☐ Non-Construction	2. DATE SUBMITTED 2-28-90	Applicant Identifier 41 0713
	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: Fort Bend County

Organizational Unit: Juvenile Probation Department

Address (give city, county, state, and zip code): 307 South Fort Street, Richmond, Texas 77469

Name and telephone number of the person to be contacted on matters involving this application (give area code): Dennis A. McAfee (713) 342-2772

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001962-2

7. TYPE OF APPLICANT: (enter appropriate letter in box) [B]

A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School Dist.
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit Organization
N. Other (Specify)

8. TYPE OF APPLICATION: ☐ New ☒ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es): ☐ ☐

A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other (specify):

9. NAME OF FEDERAL AGENCY: Governor's Office, Criminal Justice Division, P.O. Box 12428, Austin, Texas 78711

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 9 1 . C 0 5

TITLE: Juvenile Corrections Program for Serious and Repeat Offenders

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: (See Continuation Page)

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.): Fort Bend County

13. PROPOSED PROJECT:

Start Date	Ending Date
1/1/91	12/31/90

14. CONGRESSIONAL DISTRICTS OF:

a. Applicant: House #26,27; Senate #13,17,18

b. Project:

15. ESTIMATED FUNDING:

a. Federal	$ .00
b. Applicant	$ 23,835 .00
c. State	$ 15,460 .00
d. Local	$ .00
e. Other	$ .00
f. Program Income	$ .00
g. TOTAL	$ 39,295 .00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE 2/28/90

b. NO ☐ PROGRAM IS NOT COVERED BY E.O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative: Jodie E. Stavinoha	b. Title: County Judge	c. Telephone number: (713) 342-3411
d. Signature of Authorized Representative: Jodie E. Stavinoha		e. Date Signed: 2/27/90

Previous Editions Not Usable

Standard Form 424 REV 4-88
Prescribed by OMB Circular A-102

CJD-1

CONTINUATION PAGE

For continuation, if necessary, of any item on application page CJD-1. Identify by number the item being continued.

May also be used for any other remarks, at the applicant's option.

The purpose of this project is to provide alternate residential placement for repeat offenders. This project proposes to provide structured residential placement for repeat offenders in Fort Bend County, in an attempt to network children back to adolescent functioning.

This project will have specific target groups of juveniles who have been adjudicated delinquent and have a history of (3) three or more arrest for delinquent offenses as defined in 51.03 of the Texas Family Code and have a drug problem.

Next page number is CJD-4

OMB NO. 80-R0 186

PART II
PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
XX Yes ____ No

Name of Governing Body HGAC
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
____ Yes XX No

Name of Agency or Board ____
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
XX Yes ____ No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
XX Yes ____ No

Name of Approving Agency HGAC
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
XX Yes ____ No

Check one: State ☐ Local ☐ Regional XX
Location of Plan HGAC

Item 6.
Will the assistance requested serve a Federal installation?
____ Yes XX No

Name of Federal Installation ____
Federal Population benefiting from Project ____

Item 7.
Will the assistance requested be on Federal land or installation?
____ Yes XX No

Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment?
____ Yes XX No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
____ Yes XX No

Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related assistance on this project previous, pending, or anticipated?
____ Yes XX No

See instructions for additional information to be provided.

Item 11.
Is the project in a designated flood hazard area?
____ Yes XX No

See instructions for additional information to be provided.

Next page number is CJD-6

OMB Approval No. 80-R0186

PART III – BUDGET INFORMATION

SECTION A – BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. 0	0	$ 0	$ 0	$ 0	$ 0	$ 0
2. 0	0	0	0	0	0	0
3. 0	0	0	0	0	0	0
4. 0	0	0	0	0	0	0
5. TOTALS		$ 0	$ 0	$ 0	$ 0	$ 0

SECTION B – BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1) 91-C05	(2) Cash Match	(3)	(4)	(5)
a. Personnel	$ 0	$ 0	$ 0	$ 0	$ 0
b. Fringe Benefits	0	0	0	0	0
c. Travel	0	0	0	0	0
d. Equipment	0	0	0	0	0
e. Supplies	0	0	0	0	0
f. Contractual	14,785.00	23,835.00	0	0	38,620.00
g. Construction	0	0	0	0	0
h. Other	0	0	0	0	0
i. Total Direct Charges	14,785.00	23,835.00	0	0	38,620.00
j. Indirect Charges	675.00	0	0	0	675.00
k. TOTALS	$ 15,460.00	$ 23,835.00	$ 0	$ 0	$ 39,295.00
7. Program Income	$ 0	$ 0	$ 0	$ 0	$ 0

Next page number is CJD-8

OMB Approval No. 80-R0186

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. 91-C05	$ 23,835.00	$ 15,460.00	$ 0	$ 39,295.00
9.	0	0	0	0
10.	0	0	0	0
11.	0	0	0	0
12. TOTALS	$ 23,835.00	$ 15,460.00	$ 0	$ 39,295.00

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13 Federal	$ 0	$ 0	$ 0	$ 0	$ 0
14 Non-Federal	0	0	0	0	0
15. TOTAL	$ 0	$ 0	$ 0	$ 0	$ 0

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$ 0	$ 0	$ 0	$ 0
17.	0	0	0	0
18.	0	0	0	0
19.	0	0	0	0
20. TOTALS	$ 0	$ 0	$ 0	$ 0

SECTION F – OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21 Direct Charges:

22 Indirect Charges:

23. Remarks: Fort Bend County $23,835.00

PART IV PROGRAM NARRATIVE (Attach per instruction)

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

DESCRIPTION OF SERVICE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Residential Placement Adj. Del.	$ 14,785.00	$ 23,835.00	$ 38,620.00
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES BUDGET	$ 14,785.00	$ 23,835.00	$ 38,620.00

REQUIRED NARRATIVE: **Briefly describe any anticipated contractual arrangement and work products expected. Describe the basis for arriving at the cost of each line item.**

NOTES: 1. Grant applications in which the proposed program will be operated by a third party, under contract from the grantee, should complete and attach application CJD-11.1.

2. Personal services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs if any.

(A) Court Ordered residential placement for (6) six adjudicated delinquents (6 months each) $38,620.00

State Standards for Procurement Process will be utilized in the fall of 1990 to award contracts for 1991.

SCHEDULE F

SUPPLIES & DIRECT OPERATING EXPENSE

DIRECTLY CHARGED SUPPLIES & OTHER OPERATING COSTS	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL SUPPLIES & DIRECT OPERATING EXPENSE BUDGET	$	$	$

REQUIRED NARRATIVE: **Describe the basis for arriving at the cost of each line item.**

SCHEDULE G

INDIRECT COSTS

	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Indirect Costs Per Approved Cost Allocation Plan	$	$	$
(B) Indirect Costs Per CJD Computation Table	$	$XXXXXXXXX	$ 675.00

NOTE: Indirect costs are authorized in an amount not to exceed the computation table in the CJD Financial and Administrative Requirements section of the grant application kit, or as authorized per the applicant's cost allocation plan.

REQUIRED NARRATIVE: **If method (A) is used, specify the rate and attach a copy of the document by which the current cost allocation plan was approved.**

PROGRAM NARRATIVE

1. OBJECTIVE AND NEED FOR THIS ASSISTANCE.

Fort Bend County Juvenile Probation Department provided services to approximately 1062 youth referrals during the report period January 1, 1989 through December 31, 1989. We have been pleased with our overall reductions in Texas Youth Commission referrals.

Fort Bend County Juvenile Probation is striving to keep our T.Y.C. committment rate declining as it has for the last three years. This county needs residential placement to continue curtailing and maintaining low TYC committments.

2. RESULTS OR BENEFITS EXPECTED.

The purpose of this project is to provide alternate residential placement for repeat offenders. This project proposes to provide structured residential placement for repeat delinquent offenders in Fort Bend County, in an attempt to network children back to adolescent functioning.

The residential placement will increase direct supervision and treat serious and repeat offenders. The contract programs are programs that have received state accreditation for successfully working with repeat offenders.

This project will have specific target groups of juveniles who have been adjudicated delinquent and have a history of (3) three or more arrest for delinquent offenses as defined in 51.03 of the Texas Family Code and have a drug problem.

All juveniles will be screened by the Community Resource and Placement Officer and placed in the program by the Juvenile Courts.

This Criminal Justice Diversion Grant will be used entirely for the purchase of residential placement for serious and repeat offenders.

3. APPROACH.

A. Statement of Tasks Involved:

1. Task - Residential placement for (6) six adjudicated delinquents, court ordered placement for 6 months each.

A. Accomplishing Task - The Community Resource and Placement Officer will recommend and be responsible for networking each child into residential placement.

B. Accomplishments or Goals:

1. The primary objective of this project is to divert repeat offenders with drug problems from the Criminal

Justice System by providing alternate residential placement in lieu of the Texas Youth Commission.

2. To provide needed supportive residential services in an attempt to deter children from becoming more involved in the Criminal Justice System.

3. Refer to Project Goal Achievements. (CJD-16-A)

C. Data.

As stated in Project Goal Achievements. (CJD-16-A)

D. Other Participating/Cooperating Organizations.

The procurement process will be utilized in securing residential placement contracts.

4. GEOGRAPHIC LOCATION.

Area to be served by this location - Fort Bend County.

5. N/A

6. ACCOMPLISHMENTS TO DATE.

Refer to Narrative Section (1989) Report.,

41 0722

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

1. Grantee Name: Fort Bend County 2. Grant No: _____

3. Project Title: Juvenile Corrections Program for Serious and Repeat Offenders

4. Report Time Period: ___/___/___ to ___/___/___

	*Column 1 **Estimated Number** at Start of Grant Period	**Column 2 **Actual Number** at Start of Grant Period	*Column 3 **Projected Number** at Completion of Grant	**Column 4*** **Actual Number** Achieved at: 1. Semi-Annual Report 2. Final Report **(Circle One)**
1. Total number of juveniles participating in the project.	6		6	
2. Capacity of project (number of beds for residential projects or maximum caseload for nonresidential projects).	n/a		n/a	
3. Average daily population in project during the report period.	6		6	
4. Number of adjudicated delinquent juveniles placed in project by court order.	6		6	
5. Number of juveniles placed in the program for drug-related offenses.	3		3	
6. Number of arrests of each participating juvenile: a. during the 12 months before participating in the project.	3		3	
b. during the 12 months after participating in the project.	0		0	
7. Classification of behavior after completing project (final report only).				

12/4/89

41 0723

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

NARRATIVE SECTION

Grantee Name: Fort Bend County **Grant No:** _____

Report in the space provided. If more space is needed, please submit additional pages.

A. Explanation of deviations from Project Goals. (Are goals being achieved? If not, please explain.)

B. Problems encountered. (Special circumstances, etc., affecting the project.)

C. Project achievements. (Notable or special achievements accomplished by this project.)

D. General Comments.

E. Project Director Certification.

_____
Project Director (please type or print)

_____
Authorized Signature

___/___/___ (___) _____
Date Telephone Number

CJD-16-c

41 0724

PROJECT SUMMARY

(1) **APPLICANT** Fort Bend County Juvenile Probation Department

(2) **PROJECT TITLE:** Juvenile Correction Programs for Serious and Repeat Offenders

(3) **FUNDING YEAR** 1 2 3 4 5 EXEMPT ONE-TIME ONLY **(Circle one)**

(4) **LOCAL PRIORITY:** #_____ of _____ NO LOCAL PRIORITY _____

(5) NARRATIVE:

A. Define the problem **(Rating questions #1, #2)**

The Fort Bend County Juvenile Probation Department provided services to approximately 1062 youth referrals during the report period January 1, 1989 through December 31, 1989. This county needs residential placement to continue curtailing and maintain our present low TYC commitment rate.

B. Describe project activities **(Rating questions #3, #4)**

The purpose of this project is to provide alternative residential placement for repeat offenders with drug problems. This project proposes to provide structured residential treatment for adjudicated delinquents in Fort Bend County, in an attempt to network children back to proper adolescent functioning.

C. List project goals, anticipated results, and to what extent the project will impact on the specific crime(s). (rating question #5)

1. The primary objective of this project is to divert repeat offenders from the Criminal Justice System by providing alternate residential placement in lieu of the Texas Youth Commission.
2. To provide needed supportive residential services in an attempt to deter children from becoming more involved in the Criminal Justice System.

D. List existing resources & explain project's coordination with each. (Rating questions #6, #7)

There are no residential placements in Fort Bend County at this time, nor is there any similar program that can provide this service for the department.

E. Is there other grant assistance on this project previous, pending, or anticipated? If yes, list funding sources and amounts.

XX No __Yes (list)

----------FOR CONTINUATION PROJECTS ONLY----------

E. List achievements for each year program has been funded **(Rating question #10)**

Refer to indicators (CJD-16-A)

IN ORDER FOR THIS PROJECT TO BE CONSIDERED, BOTH SIDES OF THIS FORM MUST BE COMPLETE

2/20/89

41-0724A

PROJECT COSTS (Rating question #8)

I		II	III		
LAST PRIOR APPROVED BUDGET		BUDGET CATEGORY	CURRENT PROJECT REQUEST		
CJD	LOCAL		CJD	LOCAL MATCH	TOTAL
		A. PERSONNEL			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	BENEFITS	$	$	$
$	$	TOTAL PERSONNEL *	$	$	$
* PERSONNEL	* BENEFITS				
		B. PROFESSIONAL/CONTRACT SERVICES			
$18,490.00	$ 19,970.00	1.	$ 14,785	$ 23,835	$38,620
$	$	2.	$	$	$
$	$	3	$	$	$
$	$	**C. TRAVEL**	$	$	$
		D. EQUIPMENT			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
		E. CONSTRUCTION			
$	$	1.	$	$	$
		F. SUPPLIES & DIRECT OPERATING EXPENSE			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	5.	$	$	$
$	$	6.	$	$	$
$	$	TOTAL	$	$	$
$ 835.00	-0-	**G. INDIRECT COSTS**	$ 675.00	-0-	$ 675.00
$ 19,325.00	$ 19,970.00	**H. GRAND TOTAL**	$ 15,460.00	$ 23,835.00	$ 39,295.00

PART V

ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-102 and No A-87, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others; particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

PART V (Continued)

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. It will comply with the Uniform Grant and Contract Management Standards (UGCMS) developed under the directive of the Uniform Grant and Contract Management Act of 1981, Texas Civil Statutes, Article 4413(32g).

DESIGNATION OF GRANT OFFICIALS

41 0727

In compliance with CJD rules relating to Eligible Applicants and Application Processing, Subsection 3.48(c), applicants must provide the full names, titles, addresses, and telephone numbers for the authorized official, financial officer, and project director for each grant submitted for consideration by the governor.

APPLICANT: Fort Bend County Juvenile Probation Department

PROJECT TITLE: Juvenile Correction Programs for Serious and Repeat Offenders

Dennis A. McAfee
Project Director (Type or Print)

Chief Juvenile Probation Officer
Title

307 South Fort Street
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713) 342-2772
Telephone Number

Robert Grayless
Financial Officer (Type or Print)

County Auditor
Title

Wm. B. Travis Building, 5th floor
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713) 342-3411
Telephone Number

Jodie E. Stavinoha
Authorized Official (Type or Print)

County Judge
Title

County Courthouse Annex
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713) 342-3411
Telephone Number

41 0728

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

I, Jodie E. Stavinoha, certify that: AS PER ORIGINAL

This agency employs fewer than 50 people; therefore, the _____ (Criminal Justice Agency) is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Criminal Justice Division, Office of the Governor, for total funds in excess of $25,000; therefore, the Fort Bend County (Criminal Justice Agency) has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E, and it is on file in the office of Richard Selleh, Adm. Assistant (Name) Wm. B. Travis Building, 5th Floor, Richmond, Texas 77469 (Address, title) for review or audit by an official of the Criminal Justice Division, Office of the Governor, as required by relevant laws and regulations.

PROJECT TITLE Juvenile Correction Programs for Serious and Repeat Offenders

Jodie E. Stavinoha
Authorized Official (signature)

2/27/90
Date

Dennis A. McAfee
Project Director (signature)

26 Feb 90
Date

AS PER ORIGINAL

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

1. Grantee Name: Fort Bend County 2. Grant No: SF-89-C05-2507

3. Project Title: Juvenile Correction Programs for Serious and Repeat Offenders

4. Report Time Period: 01/01/89 to 12/31/89

	*Column 1 Estimated Number at Start of Grant Period	**Column 2 Actual Number at Start of Grant Period	*Column 3 Projected Number at Completion of Grant	**Column 4*** Actual Number Achieved at: 1. Semi-Annual Report 2. Final Report (Circle One)
1. Total number of juveniles participating in the project.	6		6	8
2. Capacity of project (number of beds for residential projects or maximum caseload for nonresidential projects).	n/a		n/a	
3. Average daily population in project during the report period.	3		3	3
4. Number of adjudicated delinquent juveniles placed in project by court order.	6		6	8
5. Number of arrests of each participating juvenile; (a) during the 12 months after participating in the project.	3		3	3
(b) during the 12 months after participating in the project.	0		0	0
6. Classification of behavior after completing project. (See attached sheet)				

12/4/89

*Column 4 *
Final Report Only

A. School attendance:

(1) Number of worse attendance.
(2) Number with no significant change. ---------- (4)
(3) Number with significant improvement (at least 25% reduction in truancy). ---------- (4)

B. School performance:

(1) Number of worse attendance.
(2) Number with no significant change. ---------- (4)
(3) Number with significant improvement (at least 25% improvement in academic performance). ---------- (4)

C. Attitude:

(1) Number with worse attitude.
(2) Number with no significant change. ---------- (4)
(3) Number with significant improvement (marked improvement according to staff, school, and family). ---------- (4)

D. Alcohol/drug abuse:

(1) Number with worse abuse.
(2) Number with no significant change. ---------- (4)
(3) Number with significant improvement (at least 25% reduction in abuse). ---------- (4)

E. Behavior (i.e., number of re-referrals or arrests):

(1) Number with worse behavior.
(2) Number with no significant change. ---------- (4)
(3) Number with significant improvement. ---------- (4)

F. Other (please specify):

41 0731

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

NARRATIVE SECTION

Grantee Name: Fort Bend County **Grant No:** _____

Report in the space provided. If more space is needed, please submit additional pages.

A. Explanation of deviations from Project Goals. (Are goals being achieved? If not, please explain.)

Project goals were achieved with the additional placement of two juveniles under FY'89 monies.

B. Problems encountered. (Special circumstances, etc., affecting the project.)

In FY'89, four juveniles failed to successfully complete their residential placements. All had severe emotional problems and would runaway from this non-secure placement. Additional monies were needed to purchase secure residential placement and more residential treatment contracts.

C. Project achievements. (Notable or special achievements accomplished by this project.)

Two additional placements were secured above the projected goal of six. Of these four have been successful in their respective programs.

D. General Comments.

This funding has been essential to divert juveniles from the Texas Youth Commission and decrease recidivism. Four out of eight have shown marked improvements during this reporting period. If secure placement was available, the four failures could have been serviced without committment to the Texas Youth Commission.

E. Project Director Certification.

Dennis A. McAfee
Project Director (please type or print)

Dennis A. McAfee
Authorized Signature

2 1 / 26 / 90
Date

(713) 342-2772
Telephone Number

CJD-16-c

REGULAR SESSION

BE IT REMEMBERED That on this 19TH day FEBRUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
BOB LUTTS	COMMISSIONER PRECINCT #3
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 MEETINGS OF FEBRUARY 12 & 16, 1990:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of February 12, with correction to #19 and February 16, 1990.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve out of town travel request for JUSTICE OF THE PEACE #4, EMS, COUNTY ENGINEER, TAX ASSESSOR/ COLLECTOR and LIBRARY. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve service contract with Global Services, Inc. for George Memorial Library. (Recorded in minutes in full)

6. PRESENTATION OF RED CROSS CERTIFICATE OF MERIT TO DOUGLAS HAVRON:

Sandra Startz representing Red Cross and County Judge Jodie Stavinoha presented a National Certificate of Merit to Douglas Havron for saving a life.

7. CONSIDER REQUESTS FOR WAIVER OF TAX PENALTIES & INTEREST:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to deny waiver of penalties & interest and attorney fees for Elaine Kilday as recommended by Marsha Gaines, Tax Assessor/Collector. (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 penalties & interest in the amount of $172.37 and attorney fees in the amount of $48.77 for N.L. Finch as recommended by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

8. DENNIS MCAFEE, JUVENILE PROBATION OFFICER, RE: REQUEST TO APPLY FOR TWO GRANTS THROUGH H-GAC:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize applications for two grants to HGAC for Purchase of Juvenile Services in the amount of $23,490 and Residential Placement in the amount of $38,580.00 as presented by Dennis McAfee, Juvenile Probation Director and Juvenile Board. (Recorded in minutes in full)

9. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: ACCEPT REFUND CHECK FOR $30 FROM ANGELINA COUNTY FOR SCHOOL NOT ATTENDED, AND REBUDGET INTO 0701:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept refund check for $30 for reimbursement of cancelled school from Angelina County and rebudget into 0701. (Recorded in minutes in full)

10. CINDY REEVES, ANIMAL CONTROL OFFICER, RE: CONSIDER USE OF ASP BATONS BY ANIMAL CONTROL OFFICERS WITH CERTIFICATION:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve the use of ASP batons by animal control officers with certification as presented by Cindi Reeves, Animal Control Officer. (Recorded in minutes in full)

11. CONSIDER THE FOLLOWING FOR FORT BEND FLOOD CONTROL WATER SUPPLY CORP.: (1) AUTHORIZE CORP'S ENGINEER TO REVISE CONSTRUCTION DRAWINGS FOR FLAT BANK CREEK/STEEP BANK CREEK TO REFLECT DIVISION OF CONSTRUCTION WORK INTO THREE PHASES; (2) AUTHORIZE CORP.'S ENGINEERS TO DESIGN PUMP STATION FOR FLAT BANK CREEK DIVERSION:

Authorize Corp's Engineer to revise construction drawing for Flat Bank Creek/Steep Bank Creek to reflect division of construction work into three phases:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize Fort Bend Flood Control Water Supply Corp. to revise construction drawing for Flat Bank Creek/Steep Bank Creek to reflect division of construction work into three phases as presented by Sam Kruse, Lichliter Jameson & Assoc.

Authorize corp.'s Engineers to design pump station for Flat Bank Creek Diversion:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize Fort Bend Flood Control Water Supply Corp. to design pump station for Flat Bank Creek diversion as presented by Sam Kruse, Lichliter Jameson & Assoc.

12. DISCUSS AND CONSIDER THE POSITION OF INSPECTOR OF HIDES & ANIMALS:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone.

13. CONSIDER APPROVAL OF AGREEMENT WITH STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION TO CONTRIBUTE FUNDS IN THE AMOUNT OF $10,000 FOR THE BELTWAY 8 PROJECT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve agreement with State Department of Highways & Public Transportation to contribute funds in the amount of $10,000 for the Beltway 8 Project. Funds to come from Right-of-Way fund. (Recorded in minutes in full)

14. CONSIDER PARTICIPATING IN THE FUNDING FOR FORT BEND COUNTY CRISIS HOTLINE IN THE AMOUNT OF $4,000:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize $3,000 to participate in the Fort Bend County Crisis Hotline program (total cost $55,000). Funds to come from Fees & Services.

15. CONSIDER ADVERTISING FOR BIDS FOR THE FOLLOWING: (1) TRACTORS (PCT. 1); (2) RENOVATION OF NEEDVILLE FACILITY IN PCT. 2:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for tractors for Precinct 1.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for renovation of Needville facility in Precinct 2.

16. CONSIDER APPLICATION FROM BROWN-HARRIS INC. TO CONSTRUCT A DRIVEWAY TIE-IN ONTO AUSTIN PARKWAY, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered approve permit application from Brown-Harris Inc. to construct a driveway tie-in onto Austin Parkway, Pct.4. Performance bond in the amount of $2,000 was presented to Commissioners' Court. (Recorded in minutes in full)

17. CONSIDER APPLICATION FROM HARRIS CONSTRUCTION TO CONSTRUCT A DRIVEWAY TIE-IN ONTO WESTHEIMER PARKWAY, PCT. 3:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Harris Construction to construct a driveway tie-in onto Westheimer Parkway, Precinct 3. Performance bond in the amount of $2,000 was presented to Commissioners' Court. (Recorded in minutes in full)

18. CONSIDER CHANGE ORDER FOR BELL SHAFT FOUNDATION CO. CONCERNING LANDFILL WELLS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone.

19. 10:00 A.M.-HOLD PUBLIC HEARING TO CONSIDER ACCEPTING FOSTER CREEK RD. INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PCT. 3:

No public comments.

No court action.

[illegible]
[illegible] appears on file and [illegible]
appropriate records of Fort Bend County, Texas
I hereby certify, on [illegible]

County Clerk
Fort Bend County, Texas

Deputy

20. ENTER INTO MINUTES THE 1990 BUDGET FOR FORT BEND RURAL FIRE PREVENTION DISTRICT NO. 1:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept into the minutes the 1990 budget for Fort Bend Rural Fire Prevention District No. 1. (Recorded in minutes in full)

AS PER ORIGINAL

21. APPROVE SPECIFICATIONS FOR EMS DELINQUENT ACCOUNTS BID INVITATION:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone.

22. ACCEPT OR REJECT BIDS ON THE FOLLOWING: (1) ONE OR MORE NEW TRAILER MOUNTED 200 GAL. MIN. RUBBERIZED ASPHALT KETTLES (#90-029); (2) ONE OR MORE NEW FULL SIZE UTILITY VEHICLE (#90-030); (3) TWO OR MORE NEW FULL SIZE PICKUP TRUCKS (#90-031):

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept and authorize purchase of new trailer mounted 200 gal. min. rubberized asphalt kettles to OLD KATY WAREHOUSE in the amount of $21,472.80. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept bid #90-030 of one or more new full size utility vehicle from LAWRENCE MARSHALL in the base amount of $15,878.12 each. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize purchase from bid #90-030 of one or more new full size utility vehicle from LAWRENCE MARSHALL in the base amount of $15,878.12. One for Drainage District, one for Precinct #4, and one for Fire Marshall. (Recorded in minutes in full)

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reject all bids #90-031.

23. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (JENNIFER REGAN ET AL, VS. FORT BEND COUNTY ET AL); LAND MATTERS (LOOP RD., PCT. 2); AND PERSONNEL (DEPT. HEAD EVALUATIONS), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,F,G), V.T.C.S. AND CONSIDER TAKING ACTION:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize attorney Mike Lytle to proceed with cross-action suit regarding Jennifer Regan, et al. vs. Fort Bend County, et. al.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize step increase for Dan Gerken, Drainage District Manager, from grade 21/step 5 to grade 21/ step 6 ($2016.00 bi-weekly) due to a favorable performance evaluation.

24. CONSIDER APPROVAL OF RESERVE DEPUTY GARY STAHLHERER, ALONG WITH BOND AND OATH, PCT. 3 CONSTABLE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve reserve deputy Gary Stahlheber, and accept bond & oath, Pct. 3 Constable. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 12:05 p.m.

STATE OF TEXAS
COUNTY OF FORT BEND
The above and foregoing instrument and [illegible] the same appears on file and recorded in the appropriate records of Fort Bend County, Texas
I hereby certify, on [illegible]
County Clerk
Fort Bend County, Texas
Deputy

RECONVENE:

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

AS PER ORIGINAL

25. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR PURCHASE OF 2 OR MORE NEW CARDIAC DEFIBRILLATOR MONITORS, WITH OR WITHOUT TRADE-IN (#90-032):

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

A) PHYSIO-CONTROL CORP.
with trade-in $ 7,453.00

26. 2:00 P.M.-OPEN AND CONSIDER RFP'S FOR BANKING SERVICES INCLUDING DEPOSITORY PLEDGE CONTRACTS:

The following proposals were presented to Commissioners' Court for review for participating & investment services only.

A) SUGAR CREEK NATIONAL BANK
B) PRUDENTIAL-BACHE
C) FIRST NAT'L BANK OF ROSENBERG
D) TEXAS CAPITOL BANK-KATY
E) TEXAS CAPITOL BANK-RICHMOND
F) TEXAS CAPITOL BANK OF HARRIS COUNTY

The following proposals were presented to Commissioners' Court for review for banking & depository services..

A) FIRST CITY BANK OF HOUSTON
B) NCNB TEXAS-RICHMOND

27. APPROVE BILLS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve bills as presented by Robert Grayless, Auditor.

28. ADJOURNMENT:

Commissioners' Court adjourned at 2:10 p.m., Monday, February 19, 1990.

State of Texas
County of Fort Bend

I, Dianne Wilson, County Clerk of Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of the original record now on file and recorded by me in the Commissioners Court [illegible]

5/26/90 Date

DIANNE WILSON, County Clerk
Fort Bend County, Texas

By Elida Kosler Deputy

APPLICATION FOR FEDERAL ASSISTANCE

OMB Approval No. 0348-0043

1. TYPE OF SUBMISSION: Application ☐ Construction ☒ Non-Construction; Preapplication ☐ Construction ☐ Non-Construction	2. DATE SUBMITTED 2-28-90	Applicant Identifier 41 0737 8
	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5. APPLICANT INFORMATION

Legal Name: Fort Bend County

Organizational Unit: Juvenile Probation Department

Address (give city, county, state, and zip code):
307 South Fort Street
Richmond, Texas 77469

Name and telephone number of the person to be contacted on matters involving this application (give area code)
Dennis A. McAfee
(713) 342-2772

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001962-2

7. TYPE OF APPLICANT: (enter appropriate letter in box) [B]
A. State
B. County
C. Municipal
D. Township
E. Interstate
F. Intermunicipal
G. Special District
H. Independent School Dist.
I. State Controlled Institution of Higher Learning
J. Private University
K. Indian Tribe
L. Individual
M. Profit Organization
N. Other (Specify)

8. TYPE OF APPLICATION:
☐ New ☒ Continuation ☐ Revision

If Revision, enter appropriate letter(s) in box(es): ☐ ☐
A. Increase Award B. Decrease Award C. Increase Duration
D. Decrease Duration Other (specify):

9. NAME OF FEDERAL AGENCY: Governor's Office
Criminal Justice Division
P.O. Box 12428, Austin, Texas 78711

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 9 1 . C 0 3
TITLE: Purchase of Juvenile Services

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
(See Continuation Page)

12. AREAS AFFECTED BY PROJECT (cities, counties, states, etc.):
Fort Bend County

13. PROPOSED PROJECT:

Start Date	Ending Date
1/1/91	12/31/91

14. CONGRESSIONAL DISTRICTS OF:
a. Applicant: House #26,27 Senate #13,17,18
b. Project:

15. ESTIMATED FUNDING:

a. Federal	$	.00
b. Applicant	$	.00
c. State	$ 33,490	.00
d. Local	$	.00
e. Other	$	.00
f. Program Income	$	.00
g. TOTAL	$ 33,490	.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON
DATE 2/28/90
b. NO ☐ PROGRAM IS NOT COVERED BY E.O. 12372
☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
☐ Yes If "Yes," attach an explanation. ☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Typed Name of Authorized Representative: Jodie E. Stavinoha	b. Title: County Judge	c. Telephone number: (713) 342-3411
d. Signature of Authorized Representative: Jodie E. Stavinoha		e. Date Signed: 2/27/90

Previous Editions Not Usable

CJD-1

Standard Form 424 REV 4-88
Prescribed by OMB Circular A-102

CONTINUATION PAGE

For continuation, if necessary, of any item on application page CJD-1. Identify by number the item being continued.

May also be used for any other remarks, at the applicant's option.

The purpose of this project is to provide alternative supportive services to juveniles and their families. The project proposes to provide a small percentage of the total number of families whose children or child have been referred and screened by Juvenile Probation to be seen in family counseling for at least seven sessions or seven hours. Family counseling, where deemed necessary by the Department will be Court Ordered. The family counseling will be available to parents and siblings at the Contractees facility in Fort Bend County. The primary objective of this project is to divert youth, as often as possible from the Criminal Justice System and to provide needed supportive counseling services.

Next page number is CJD-4

OMB NO. 80-R0 186

PART II
PROJECT APPROVAL INFORMATION

Item 1.
Does this assistance request require State, local, regional, or other priority rating?
XX Yes ____ No

Name of Governing Body HGAC
Priority Rating ____

Item 2.
Does this assistance request require State, or local advisory, educational or health clearances?
____ Yes XX No

Name of Agency or Board ____
(Attach Documentation)

Item 3.
Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?
XX Yes ____ No

(Attach Comments)

Item 4.
Does this assistance request require State, local, regional or other planning approval?
XX Yes ____ No

Name of Approving Agency HGAC
Date ____

Item 5.
Is the proposed project covered by an approved comprehensive plan?
XX Yes ____ No

Check one: State ☐ Local ☐ Regional ☒
Location of Plan HGAC

Item 6.
Will the assistance requested serve a Federal installation?
____ Yes XX No

Name of Federal Installation ____
Federal Population benefiting from Project ____

Item 7.
Will the assistance requested be on Federal land or installation?
____ Yes XX No

Name of Federal Installation ____
Location of Federal Land ____
Percent of Project ____

Item 8.
Will the assistance requested have an impact or effect on the environment?
____ Yes XX No

See instructions for additional information to be provided.

Item 9.
Will the assistance requested cause the displacement of individuals, families, businesses, or farms?
____ Yes XX No

Number of:
Individuals ____
Families ____
Businesses ____
Farms ____

Item 10.
Is there other related assistance on this project previous, pending, or anticipated?
____ Yes XX No

See instructions for additional information to be provided.

Item 11.
Is the project in a designated flood hazard area?
____ Yes XX No

See instructions for additional information to be provided.

Next page number is CJD-6

OMB Approval No. 80-R0186

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. 0	0	$ 0	$ 0	$ 0	$ 0	$ 0
2. 0	0	0	0	0	0	0
3. 0	0	0	0	0	0	0
4. 0	0	0	0	0	0	0
5. TOTALS	0	$ 0	$ 0	$ 0	$ 0	$ 0

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity (1) 91-C03	(2)	(3)	(4)	Total (5)
a. Personnel	$ 0	$ 0	$ 0	$ 0	$ 0
b. Fringe Benefits	0	0	0	0	0
c. Travel	0	0	0	0	0
d. Equipment	0	0	0	0	0
e. Supplies	0	0	0	0	0
f. Contractual	32,135.00	0	0	0	32,135.00
g. Construction	0	0	0	0	0
h. Other	0	0	0	0	0
i. Total Direct Charges	32,135.00	0	0	0	32,135.00
j. Indirect Charges	1,355.00	0	0	0	1,355.00
k. TOTALS	$ 33,490.00	$ 0	$ 0	$ 0	$ 33,490.00
7. Program Income	$ 0	$ 0	$ 0	$ 0	$ 0

Next page number is CJD-8

AS PER ORIGINAL

41.0740

OMB Approval No. 80-R0186

SECTION C – NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8. 91-C03	$ 0	$ 33,490.00	$ 0	$ 33,490.00
9.	0	0	0	0
10.	0	0	0	0
11.	0	0	0	0
12. TOTALS	$ 0	$ 33,490.00	$ 0	$ 33,490.00

SECTION D – FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13 Federal	$ 0	$ 0	$ 0	$ 0	$ 0
14 Non-Federal	0	0	0	0	0
15. TOTAL	$ 0	$ 0	$ 0	$ 0	$ 0

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	$ 0	$ 0	$ 0	$ 0
17.	0	0	0	0
18.	0	0	0	0
19.	0	0	0	0
20. TOTALS	$ 0	$ 0	$ 0	$ 0

SECTION F – OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21 Direct Charges:

22 Indirect Charges:

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

Next page number is CJD-10

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

SCHEDULE B

PROFESSIONAL AND CONTRACTUAL SERVICES

DESCRIPTION OF SERVICE	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Ind./Family Counseling - Adj. Del.	$ 7,000.00	$	$ 7,000.00
(B) Ind./Family Counseling - Non.Adj. Del.	$ 7,000.00	$	$ 7,000.00
(C) Ind./Family Counseling - Chins/Del.	$ 5,250.00	$	$ 5,250.00
(D) Parent Education	$ 600.00	$	$ 600.00
(E) Emergency Shelter	$ 4,400.00	$	$ 4,400.00
(F) Residential Care (Basic Care)	$ 4,050.00	$	$ 4,050.00
(G) Other Supportive Services	$ 3,835.00	$	$ 3,835.00
(H)	$	$	$
TOTAL PROFESSIONAL AND CONTRACTUAL SERVICES BUDGET	$ 32,135.00	$	$ 32,135.00

REQUIRED NARRATIVE: **Briefly describe any anticipated contractual arrangement and work products expected. Describe the basis for arriving at the cost of each line item.**

NOTES: 1. Grant applications in which the proposed program will be operated by a third party, under contract from the grantee, should complete and attach application CJD-11.1.

2. Personal services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs if any.

A) Court ordered individual/family counseling - adj. delinquents 20 families @ 7 hours @ $50.00 per hour.	$ 7,000.00
B) Informal ordered individual/family counseling - non-adj. delinquents 20 families @ 7 hours @ $50.00 per hour.	7,000.00
C) Individual/family counseling (diversion) non-adj. delinquents/chins 15 families @ 7 hours @ $50.00 per hour.	5,250.00
D) Parent Education - 15 families @ 8 hours @ $5.00 per hour.	600.00
E) 100 days of emergency shelter at $44.00 per day per child.	4,400.00
F) Residential Care - 270 days @ 15.00 per day.	4,050.00
G) Psychological testing and counseling, psychiatric diagnosis weekly detention counseling, medical services, emergency purchase of clothing.	3,835.00
	$ 32,135.00

PROGRAM NARRATIVE

1. OBJECTIVE AND NEED FOR THIS ASSISTANCE.

The Juvenile Probation Department provided services to approximately 1062 youth referrals during the report period January 1, 1989 through December 31, 1989 as compared to 982 youth referrals, the previous reporting year January 1, 1988 through December 31, 1988. The data above was captured and reported quarterly on the official Juvenile Probation Reports as required by the Texas Juvenile Probation Commission. The youth referrals to this Department over the past two (2) years has added a tremendous work load to the department's small staff. The staff can not work effectively with a large number of the youth referred and are desperately in need of continuing our alternative supportive resources. Since families of youth referred have had alternatives available to them, in Fort Bend County, through the Juvenile Probation Department, many youth are diverted from the Criminal Justice System. There are no supportive community services available to Fort Bend County residents addressing or impacting this problem, except for our present existing grant funded through H.G.A.C. that ends December 31, 1990.

2. RESULTS OR BENEFITS EXPECTED.

The purpose of this project is to provide alternative supportive services to juveniles and their families. The project proposes to provide a small percentage of the total number of families whose children or child have been referred and screened by Juvenile Probation to be seen in family counseling for at least seven sessions or seven hours. Family counseling, where deemed necessary by the Department will be Court Ordered. The family counseling will be available to parents and siblings at the Contractees facility in Fort Bend County. The primary objective of this project is to divert youth, as often as possible from the Criminal Justice System and to provide needed supportive counseling services.

Another purpose, of this Purchase of Juvenile Services Grant, is to strive for complete compliance with Section 223 (a)(12)(A) of the Juvenile Justice and Delinquency Prevention Act. We strive to meet the state's goal to deinstitutionalize all alleged or adjudicated status offenders and non-offenders from secure detention and correctional facilities within 24 hours after being taken into custody by law enforcement officials, excluding non-judicial days. Exception is allowed for status offenders who have violated a valid court order.

Fort Bend County is fortunate to have its own Juvenile Detention Center. We are in compliance with the sight and sound separation of juveniles from adults plus the removal of juveniles from adult jails.

This Criminal Justice Division grant is used entirely for the purchase of services for juveniles into: (1) emergency shelters, (2) individual/family group counseling, (3) psychological testing, (4) psychiatric diagnosis, (5) parent education, (6) detention counseling (weekly), (7) emergency purchase of clothing, medical services and residential care.

3. APPROACH

A. Statement of Tasks Involved:

1. See Schedule B

A. Accomplishing Task - The Community Resource and Placement Officer will recommend and be responsible for networking each child into individual or family counseling.

B. Accomplishments or Goals:

1. The primary objective of this project is to divert youth, as often as possible from the Criminal Justice System.

2. To provide needed supportive counseling services to families in order that, siblings of adjudicated or problem children do not, themselves, become criminals.

3. Refer to Project Goal Achievements. (CJD-16-A)

C. Data:

As stated in Project Goal Achievements. (CJD-16-A)

D. Other participating/cooperating organizations:

The procurement process will be utilized in securing temporary emergency shelter and counseling.

4. AREA TO BE SERVED

Fort Bend County

5. RESEARCH OR DEMONSTRATION PROJECTS

N/A

6. ACCOMPLISHMENTS TO DATE

This project has allowed the Juvenile Probation Department to purchase services from other public and private agencies. The

various eligible services were purchased in an effort to divert the delinquent youth from further involvement with the Criminal Justice System. The services purchased include: Emergency Shelter Care, Psychological Testing, Individual and Family Counseling, Parenting Education, Group Counseling for youth in detention, emergency purchase of clothing, medical services, and basic residential care.

The accomplishments are:

1. removal of runaways and other status offenders from secure detention;
2. removal of juveniles from adult jails;
3. emergency shelter care provided the status offender youth in a non threatening environment. The emergency shelter care is provided in lieu of detention and is made available to youth through the department's procurement process in securing a contract with (Depelchan Children's Services), a licensed emergency shelter facility.

In 1989, there were 322 status offenders referrals made to the department, 0 were detained.

In 1989, the following services were purchased:

1. Psychological Testing and Counseling - Total purchased 21.
2. Individual/Family Counseling - Total purchased 112.
3. Emergency Shelter Placement - Total purchased 7.
4. Status Offenders and non-offenders diverted from secure detention facilities within 48 hours - Total served 4.
5. Residential placement - Total purchased 2.

It is anticipated that services and emergency shelter care to the status offender and non status offender youth will continue such that recidivism among delinquents decreases. (See attached Progress Report).

Suggested Format
Other Budget Information
Governor's Criminal Justice Division

Part III
Section F
Line 21

41 0746

SCHEDULE F

SUPPLIES & DIRECT OPERATING EXPENSE

DIRECTLY CHARGED SUPPLIES & OTHER OPERATING COSTS	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A)	$	$	$
(B)	$	$	$
(C)	$	$	$
(D)	$	$	$
(E)	$	$	$
(F)	$	$	$
(G)	$	$	$
(H)	$	$	$
(I)	$	$	$
(J)	$	$	$
TOTAL SUPPLIES & DIRECT OPERATING EXPENSE BUDGET	$	$	$

REQUIRED NARRATIVE: Describe the basis for arriving at the cost of each line item.

SCHEDULE G

INDIRECT COSTS

	CJ REQUEST	LOCAL CASH CONTRIBUTION	TOTAL
(A) Indirect Costs Per Approved Cost Allocation Plan	$	$	$
(B) Indirect Costs Per CJD Computation Table	$	$XXXXXXXXX	$ 1,355.00

NOTE: Indirect costs are authorized in an amount not to exceed the computation table in the CJD Financial and Administrative Requirements section of the grant application kit, or as authorized per the applicant's cost allocation plan.

REQUIRED NARRATIVE: If method (A) is used, specify the rate and attach a copy of the document by which the current cost allocation plan was approved.

41 0747

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

1. Grantee Name: Fort Bend County 2. Grant No: _____

3. Project Title: Purchase of Juvenile Services

4. Report Time Period: ___/___/___ to ___/___/___

	*Column 1 **Estimated Number** at Start of Grant Period	**Column 2 **Actual Number** at Start of Grant Period	*Column 3 **Projected Number** at Completion of Grant	**Column 4*** **Actual Number** Achieved at: 1. Semi-Annual Report 2. Final Report **(Circle One)**
1. Number of juveniles for whom some type of services were purchased.	120		120	
2. Number of juveniles for whom nonresidential services were purchased (testing, counseling, etc.).	115		115	
3. Number of juveniles for whom nonsecure residential placement was purchased (shelter, group home, etc.).	5		10	
4. Number of juveniles for whom secure detention was purchased.	n/a		n/a	
5. Number of accused runaways/truants detained longer than 24 hours excluding weekends, holidays, and violations of valid court order.	n/a		n/a	
6. Number of runaways/truants detained for violation of a valid court order.	n/a		n/a	
7. Number of juveniles detained in adult jails longer than six hours.	n/a		n/a	
8. Number of runaways/truants detained in adult jails for any period of time.	n/a		n/a	
9.				
10.				

12/4/89

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

NARRATIVE SECTION

Grantee Name: Fort Bend County **Grant No:** _____

Report in the space provided. If more space is needed, please submit additional pages.

A. Explanation of deviations from Project Goals. (Are goals being achieved? If not, please explain.)

B. Problems encountered. (Special circumstances, etc., affecting the project.)

C. Project achievements. (Notable or special achievements accomplished by this project.)

D. General Comments.

E. Project Director Certification.

_____
Project Director (please type or print)

_____
Authorized Signature

___/___/___ (___) _____
Date Telephone Number

CJD-16-c

AS PER ORIGINAL

PART V

ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-95, A-102 and No A-87, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

PART V (Continued)

The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

12. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. It will comply with the Uniform Grant and Contract Management Standards (UGCMS) developed under the directive of the Uniform Grant and Contract Management Act of 1981, Texas Civil Statutes, Article 4413(32g).

41 0751

PROJECT SUMMARY

(1) APPLICANT Fort Bend County Juvenile Probation Department AS PER ORIGINAL

(2) PROJECT TITLE: Purchase of Juvenile Services

(3) FUNDING YEAR 1 2 3 4 5 EXEMPT ONE-TIME ONLY (Circle one)

(4) LOCAL PRIORITY: #_____ of _____ NO LOCAL PRIORITY _____

(5) NARRATIVE:

A. Define the problem (Rating questions #1, #2)

The Juvenile Probation Department provided services to a total of approximately 1,062 youth referrals during the report period January 1, through December 31, 1989 as compared to 982 youth referrals, the previous reporting year January 1, through December 31, 1988. If families of youth referred had alternatives available to them in Fort Bend County through the Juvenile Probation Department, many youth could be diverted from the Criminal Justice System.

B. Describe project activities (Rating questions #3, #4)

The purpose of this project is to provide alternative supportive services to juveniles and their families. The project proposes to provide family counseling to parents and siblings at the Juvenile Probation facility in Fort Bend County, in a attempt to network children and families back to proper family functioning.

C. List project goals, anticipated results, and to what extent the project will impact on the specific crime(s). (rating question #5)

A. The primary objective of this project is to divert youth, as often as possible from the Criminal Justice System.

B. To provide needed suportive counseling services to families, such that siblings of adjudicated or problem children do not themselves become criminals.

D. List existing resources & explain project's coordination with each. (Rating questions #6, #7)

The family counseling activities are presently taking place utilizing available office space of the contractee. The family counseling program requires no additional or special staff, equipment or office space. There is not a similar program in Fort Bend County that would have a relationship to the program herein proposed.

E. Is there other grant assistance on this project previous, pending, or anticipated? If yes, list funding sources and amounts.

XXX No __Yes (list)

----------FOR CONTINUATION PROJECTS ONLY----------

E. List achievements for each year program has been funded (Rating question #10)

Refer to Indicators (CJD-16-A)

IN ORDER FOR THIS PROJECT TO BE CONSIDERED, BOTH SIDES OF THIS FORM MUST BE COMPLETE

2/20/89

PROJECT COSTS (Rating question #8)

I		II	III		
LAST PRIOR APPROVED BUDGET		BUDGET CATEGORY	CURRENT PROJECT REQUEST		
CJD	LOCAL		CJD	LOCAL MATCH	TOTAL
		A. PERSONNEL			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	BENEFITS	$	$	$
$	$	TOTAL PERSONNEL *	$	$	$
* PERSONNEL	* BENEFITS				
		B. PROFESSIONAL/CONTRACT SERVICES			
$32,153.00	-0-	1.	$32,135.00	-0-	$32,135.0
$	$	2.	$	$	$
$	$	3	$	$	$
$	$	C. TRAVEL	$	$	$
		D. EQUIPMENT			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	TOTAL	$	$	$
		E. CONSTRUCTION			
$	$	1.	$	$	$
		F. SUPPLIES & DIRECT OPERATING EXPENSE			
$	$	1.	$	$	$
$	$	2.	$	$	$
$	$	3.	$	$	$
$	$	4.	$	$	$
$	$	5.	$	$	$
$	$	6.	$	$	$
$	$	TOTAL	$	$	$
$ 1,495.00	-0-	G. INDIRECT COSTS	$1,355.00	-0-	$ 1,355.00
$33,648.00		H. GRAND TOTAL	$33,490.00	-0-	$33,490.00

DESIGNATION OF GRANT OFFICIALS

41 0752

In compliance with CJD rules relating to Eligible Applicants and Application Processing, Subsection 3.48(c), applicants must provide the full names, titles, addresses, and telephone numbers for the authorized official, financial officer, and project director for each grant submitted for consideration by the governor.

APPLICANT: Fort Bend County

PROJECT TITLE: Purchase of Juvenile Services

Dennis A. McAfee
Project Director (Type or Print)

Chief Juvenile Probation Officer
Title

307 South Fort Street
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713) 342-2772
Telephone Number

Robert Grayless
Financial Officer (Type or Print)

County Auditor
Title

Wm. B. Travis Building, 5th floor
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713) 342-3411
Telephone Number

Jodie E. Stavinoha
Authorized Official (Type or Print)

County Judge
Title

County Courthouse Annex
Address (Street or P. O. Box)

Richmond, Texas 77469
City Zip

(713) 342-3411
Telephone Number

AS PER ORIGINAL

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

I, Jodie E. Stavinoha, certify that:

This agency employs fewer than 50 people; therefore, the _____ (Criminal Justice Agency) is not required to file an equal opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E.

or

This agency employs 50 or more people and has received or applied to the Criminal Justice Division, Office of the Governor, for total funds in excess of $25,000; therefore, the Fort Bend County (Criminal Justice Agency) has formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq., Subpart E, and it is on file in the office of Richard Sellen, Adm. Assistant (Name) Wm. B. Travis Building, 5th Floor, Richmond, Texas 77469 (Address, title) for review or audit by an official of the Criminal Justice Division, Office of the Governor, as required by relevant laws and regulations.

PROJECT TITLE Purchase of Juvenile Services

Jodie E. Stavinoha
Authorized Official (signature)

2/27/90
Date

Dennis R. McGee
Project Director (signature)

26 Feb 90
Date

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

41 0754

1. Grantee Name: Fort Bend County 2. Grant No: JA-88-C03-2236

3. Project Title: Purchase of Juvenile Services

4. Report Time Period: 01 / 01 / 89 to 12 / 31 / 89

	*Column 1 Estimated Number at Start of Grant Period	**Column 2 Actual Number at Start of Grant Period	*Column 3 Projected Number at Completion of Grant	**Column 4*** Actual Number Achieved at: 1. Semi-Annual Report 2. Final Report (Circle One)
1. Number of juveniles for whom some type of services were purchased.	95		95	112
2. Number of juveniles for whom residential services were purchased (testing, counseling, etc.)	90		70	103
3. Number of juveniles for whom nonsecure residential placement was purchased (shelter, group home, etc.)	5		25	9
4.				
5.				
6.				
7.				
8.				
9.				
10.				

12/4/89

CJD-16-A

PROGRESS REPORT/PROJECT GOAL ACHIEVEMENTS

NARRATIVE SECTION

Grantee Name: Fort Bend County **Grant No:** JA-88-C03-2236

Report in the space provided. If more space is needed, please submit additional pages.

A. Explanation of deviations from Project Goals. (Are goals being achieved? If not, please explain.)

Project goals have been met or exceeded during FY'89 in regards to counseling contract services. Additional funding was utilized for medical services and emergency purchase of clothing.

B. Problems encountered. (Special circumstances, etc., affecting the project.)

Parenting education was done on a limited basis during FY'89. Referrals were made to existing parenting classes within the county on a private pay basis thus extending the use of grant funding to provide more intensive services. In addition, the local school district, Lamar Consolidated ISD, has obtained funding to provide this service at no charge.

C. Project achievements. (Notable or special achievements accomplished by this project.)

The project goal of 95 families was surpassed by almost fifteen. In addition, although referrals increased to the department in FY'89, the committment rate to the Texas Youth Commission declined by one. This notable achievement has due in a large part to counseling contract services.

D. General Comments.

Due to C03 grant funding, the Fort Bend County Juvenile Probation Department has been able to serve a large segment of the county that without this funding might have gone unserviced, this increasing the burden of the State through increased committments to the Texas Youth Commission.

E. Project Director Certification.

Dennis A. McAfee
Project Director (please type or print)

Dennis A. McAfee
Authorized Signature

2/26/90
Date

(713) 342-2772
Telephone Number

CJD-16-c

REGULAR SESSION

BE IT REMEMBERED That on this 19TH day FEBRUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Regular Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
BOB LUTTS	COMMISSIONER PRECINCT #3
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 MEETINGS OF FEBRUARY 12 & 16, 1990:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of February 12, with correction to #19 and February 16, 1990.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve out of town travel request for JUSTICE OF THE PEACE #4, EMS, COUNTY ENGINEER, TAX ASSESSOR/ COLLECTOR and LIBRARY. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve service contract with Global Services, Inc. for George Memorial Library. (Recorded in minutes in full)

6. PRESENTATION OF RED CROSS CERTIFICATE OF MERIT TO DOUGLAS HAVRON:

Sandra Startz representing Red Cross and County Judge Jodie Stavinoha presented a National Certificate of Merit to Douglas Havron for saving a life.

7. CONSIDER REQUESTS FOR WAIVER OF TAX PENALTIES & INTEREST:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to deny waiver of penalties & interest and attorney fees for Elaine Kilday as recommended by Marsha Gaines, Tax Assessor/Collector. (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 penalties & interest in the amount of $172.37 and attorney fees in the amount of $48.77 for N.L. Finch as recommended by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

8. DENNIS MCAFEE, JUVENILE PROBATION OFFICER, RE: REQUEST TO APPLY FOR TWO GRANTS THROUGH H-GAC:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize applications for two grants to HGAC for Purchase of Juvenile Services in the amount of $23,490 and Residential Placement in the amount of $38,580.00 as presented by Dennis McAfee, Juvenile Probation Director and Juvenile Board. (Recorded in minutes in full)

9. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: ACCEPT REFUND CHECK FOR $30 FROM ANGELINA COUNTY FOR SCHOOL NOT ATTENDED, AND REBUDGET INTO 0701:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept refund check for $30 for reimbursement of cancelled school from Angelina County and rebudget into 0701. (Recorded in minutes in full)

10. CINDY REEVES, ANIMAL CONTROL OFFICER, RE: CONSIDER USE OF ASP BATONS BY ANIMAL CONTROL OFFICERS WITH CERTIFICATION:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve the use of ASP batons by animal control officers with certification as presented by Cindi Reeves, Animal Control Officer. (Recorded in minutes in full)

11. CONSIDER THE FOLLOWING FOR FORT BEND FLOOD CONTROL WATER SUPPLY CORP.: (1) AUTHORIZE CORP'S ENGINEER TO REVISE CONSTRUCTION DRAWINGS FOR FLAT BANK CREEK/STEEP BANK CREEK TO REFLECT DIVISION OF CONSTRUCTION WORK INTO THREE PHASES; (2) AUTHORIZE CORP.'S ENGINEERS TO DESIGN PUMP STATION FOR FLAT BANK CREEK DIVERSION:

Authorize Corp's Engineer to revise construction drawing for Flat Bank Creek/Steep Bank Creek to reflect division of construction work into three phases:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize Fort Bend Flood Control Water Supply Corp. to revise construction drawing for Flat Bank Creek/Steep Bank Creek to reflect division of construction work into three phases as presented by Sam Kruse, Lichliter Jameson & Assoc.

Authorize corp.'s Engineers to design pump station for Flat Bank Creek Diversion:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize Fort Bend Flood Control Water Supply Corp. to design pump station for Flat Bank Creek diversion as presented by Sam Kruse, Lichliter Jameson & Assoc.

12. DISCUSS AND CONSIDER THE POSITION OF INSPECTOR OF HIDES & ANIMALS:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone.

AS PER ORIGINAL

13. CONSIDER APPROVAL OF AGREEMENT WITH STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION TO CONTRIBUTE FUNDS IN THE AMOUNT OF $10,000 FOR THE BELTWAY 8 PROJECT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve agreement with State Department of Highways & Public Transportation to contribute funds in the amount of $10,000 for the Beltway 8 Project. Funds to come from Right-of-Way fund. (Recorded in minutes in full)

14. CONSIDER PARTICIPATING IN THE FUNDING FOR FORT BEND COUNTY CRISIS HOTLINE IN THE AMOUNT OF $4,000:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize $3,000 to participate in the Fort Bend County Crisis Hotline program (total cost $55,000). Funds to come from Fees & Services.

15. CONSIDER ADVERTISING FOR BIDS FOR THE FOLLOWING: (1) TRACTORS (PCT. 1); (2) RENOVATION OF NEEDVILLE FACILITY IN PCT. 2:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for tractors for Precinct 1.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for renovation of Needville facility in Precinct 2.

16. CONSIDER APPLICATION FROM BROWN-HARRIS INC. TO CONSTRUCT A DRIVEWAY TIE-IN ONTO AUSTIN PARKWAY, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered approve permit application from Brown-Harris Inc. to construct a driveway tie-in onto Austin Parkway, Pct.4. Performance bond in the amount of $2,000 was presented to Commissioners' Court. (Recorded in minutes in full)

17. CONSIDER APPLICATION FROM HARRIS CONSTRUCTION TO CONSTRUCT A DRIVEWAY TIE-IN ONTO WESTHEIMER PARKWAY, PCT. 3:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Harris Construction to construct a driveway tie-in onto Westheimer Parkway, Precinct 3. Performance bond in the amount of $2,000 was presented to Commissioners' Court. (Recorded in minutes in full)

18. CONSIDER CHANGE ORDER FOR BELL SHAFT FOUNDATION CO. CONCERNING LANDFILL WELLS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone.

19. 10:00 A.M.-HOLD PUBLIC HEARING TO CONSIDER ACCEPTING FOSTER CREEK RD. INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PCT. 3:

No public comments.

No court action.

[illegible]
[illegible] above and foregoing [illegible]
[illegible] same appears on file and recorded in the appropriate records of Fort Bend County, Texas.
I hereby certify, on [illegible]

County Clerk
Fort Bend County, Texas

Deputy

AS PER ORIGINAL

20. ENTER INTO MINUTES THE 1990 BUDGET FOR FORT BEND RURAL FIRE PREVENTION DISTRICT NO. 1:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept into the minutes the 1990 budget for Fort Bend Rural Fire Prevention District No. 1. (Recorded in minutes in full)

21. APPROVE SPECIFICATIONS FOR EMS DELINQUENT ACCOUNTS BID INVITATION:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone.

22. ACCEPT OR REJECT BIDS ON THE FOLLOWING: (1) ONE OR MORE NEW TRAILER MOUNTED 200 GAL. MIN. RUBBERIZED ASPHALT KETTLES (#90-029); (2) ONE OR MORE NEW FULL SIZE UTILITY VEHICLE (#90-030); (3) TWO OR MORE NEW FULL SIZE PICKUP TRUCKS (#90-031):

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept and authorize purchase of new trailer mounted 200 gal. min. rubberized asphalt kettles to OLD KATY WAREHOUSE in the amount of $21,472.80. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept bid #90-030 of one or more new full size utility vehicle from LAWRENCE MARSHALL in the base amount of $15,878.12 each. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize purchase from bid #90-030 of one or more new full size utility vehicle from LAWRENCE MARSHALL in the base amount of $15,878.12. One for Drainage District, one for Precinct #4, and one for Fire Marshall. (Recorded in minutes in full)

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reject all bids #90-031.

23. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (JENNIFER REGAN ET AL, VS. FORT BEND COUNTY ET AL); LAND MATTERS (LOOP RD., PCT. 2); AND PERSONNEL (DEPT. HEAD EVALUATIONS), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,F,G), V.T.C.S. AND CONSIDER TAKING ACTION:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize attorney Mike Lytle to proceed with cross-action suit regarding Jennifer Regan, et al. vs. Fort Bend County, et. al.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize step increase for Dan Gerken, Drainage District Manager, from grade 21/step 5 to grade 21/ step 6 ($2016.00 bi-weekly) due to a favorable performance evaluation.

24. CONSIDER APPROVAL OF RESERVE DEPUTY GARY STAHLHEBER, ALONG WITH BOND AND OATH, PCT. 3 CONSTABLE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve reserve deputy Gary Stahlheber, and accept bond & oath, Pct. 3 Constable. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 12:05 p.m.

STATE OF TEXAS
COUNTY OF FORT BEND
The above and foregoing is a true and correct copy of the same appears on file and recorded in the appropriate records of Fort Bend County, Texas
I hereby certify, on [illegible]
County Clerk
Fort Bend County, Texas
Deputy

RECONVENE:

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

25. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR PURCHASE OF 2 OR MORE NEW CARDIAC DEFIBRILLATOR MONITORS, WITH OR WITHOUT TRADE-IN (#90-032):

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

A) PHYSIO-CONTROL CORP.
with trade-in $ 7,453.00

AS PER ORIGINAL

26. 2:00 P.M.-OPEN AND CONSIDER RFP'S FOR BANKING SERVICES INCLUDING DEPOSITORY PLEDGE CONTRACTS:

The following proposals were presented to Commissioners' Court for review for participating & investment services only.

A) SUGAR CREEK NATIONAL BANK
B) PRUDENTIAL-BACHE
C) FIRST NAT'L BANK OF ROSENBERG
D) TEXAS CAPITOL BANK-KATY
E) TEXAS CAPITOL BANK-RICHMOND
F) TEXAS CAPITOL BANK OF HARRIS COUNTY

The following proposals were presented to Commissioners' Court for review for banking & depository services..

A) FIRST CITY BANK OF HOUSTON
B) NCNB TEXAS-RICHMOND

27. APPROVE BILLS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve bills as presented by Robert Grayless, Auditor.

28. ADJOURNMENT:

Commissioners' Court adjourned at 2:10 p.m., Monday, February 19, 1990.

State of Texas
County of Fort Bend

I, Dianne Wilson, County Clerk of Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of the original record now on file and recorded by me in the Commissioners Court [illegible]

3/26/90 [illegible]

DIANNE WILSON, County Clerk
Fort Bend County, Texas

By Elida Kosler Deputy

41 0761

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: February 14, 1990

Reference: Commissioners Court Agenda

Please place the following on Commissioners Court Agenda for February 19, 1990.

1. Accept $30.00 check for reimbursement of cancelled school from Angelina County. To be put back in Tax Assessor/Collector Line Item Budget 0701.

M Gaines

41 0762 10

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

November 20, 1989

Cindi Reeves
Animal Control Supervisor
Fort Bend County

RE: Whether Fort Bend County Animal Control Officers may legally carry a baton

Dear Ms. Reeves:

This letter is in response to your inquiry of whether Fort Bend County can implement a policy for the County Animal Control Officers to carry a Armament Systems Procedure (A.S.P.) Baton. Animal Control officers desire to carry this baton only for protection against animals. It is the understanding of this office that this baton is used, designed and manufactured for protection against animals and humans.

Chapter 46.01 of the Penal Code reads in pertinent part as follows:

> (1) "Club" means an instrument that is specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and <u>includes but is not limited to the following</u>:
>
> (A) blackjack;
> (B) nightstick;
> (C) mace;
> (D) tomahawk.
>
> (Emphasis Added)

A baton is not specifically classified as a weapon under Chapter 46.01 of the Penal Code nor can this office locate any appellate court decision classifying a baton as a club. The nature of the baton i.e., that it was designed for control of people and animals and is capable of inflicting serious bodily

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

injury upon people could well cause it to be classified as a club.

Chapter 46.02 of the Penal Code includes carrying a club as an offense and reads as follows:

> (a) A person commits an offense if he intentionally, knowingly, or recklessly carries on or about his person a handgunn, illegal knife, or club.
>
> (b) Except as provided in Subsection (c), an offense under this section is a Classs A misdemeanor.
>
> (c) An offense under this section is a felony of the third degree if it occurs on any premises licensed or issued a permit by this state for the sale or service of alcoholic beverages.

Chapter 46.03 of the Penal Code lists exceptions to the offenses provided in Chapter 46.02 of the Penal Code and reads as follows:

> The provisions of Chapter 46.02 of this code do not apply to a person:
>
> (1) in the actual discharge of his official duties as a peace officer, a member of the armed forces or national guard, or a guard employed by a penal institution;
>
> (2) on his own premises or premises under his control;
>
> (3) traveling; or
>
> (4) engaging in lawful hunting or fishing or other lawful sporting activity.

The above exceptions and a case of a Security Officer in a public school are the only ones that this office can find.

SUMMARY

Based upon the above, it is the opinion of this office that a baton could well be considered a club under the Penal Code.

41 0764

Animal Control is not one of the listed exceptions to the prohibition against carrying a club in the Penal Code. Commissioners' Court would have the ultimate authority to make the decision of whether animal control officers would carry a baton.

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

AS PER ORIGINAL

SUBCHAPTER B. EXPORT-IMPORT PROCESSING FACILITIES

Administrative Code References

Agriculture department, marketing division, livestock export facilities, operation, see 4 TAC § 17.31.

SUBCHAPTER C. INSPECTION, SALE, AND SHIPMENT OF HIDES AND ANIMALS IN CERTAIN COUNTIES

§ 146.052. Application of Subchapter

Text of (a) effective January 1, 1991

(a) This subchapter applies only in the following counties: Andrews, Baylor, Blanco, Briscoe, Castro, Coleman, Concho, Crane, Dawson, Duval, Ector, Edwards, Gaines, Glasscock, Hardin, Haskell, Jefferson, Jim Wells, Kerr, Kimble, LaSalle, Lee, Liberty, McCulloch, McMullen, Martin, Menard, Mitchell, Ochiltree, Presidio, Real, Roberts, Runnels, San Jacinto, San Saba, Sherman, Sutton, Walker, Waller, Wood, and Yoakum.

[See main volume for text of (b) and (c)]

Amended by Acts 1987, 70th Leg., ch. 828, § 1, eff. Jan. 1, 1991.

Historical Note

1987 Legislation

The 1987 amendment, in subsec. (a), deleted references to Fisher, Jones, Kent, King, Nolan, Stonewall, Taylor, Travis, and Webb Counties.

§ 146.054. Local Option Elections

(a) The qualified voters of a county may petition the commissioners court to conduct an election to determine if the county shall elect an inspector of hides and animals. If the county has elected an inspector of hides and animals, the qualified voters may petition the commissioners court to conduct an election to determine if the office of the inspector of hides and animals should be abolished. Except as otherwise provided by this subsection, the petition must be signed by 25 voters of each justice precinct of the county. If a precinct contains fewer than 50 qualified voters, the petition must be signed by a majority of the voters of the precinct.

[See main volume for text of (b) and (c)]

(d) All qualified voters are entitled to vote at an election under this section. At an election to determine if the county shall elect an inspector of hides and animals, the ballot shall be printed to provide for voting for or against the proposition: "An inspector of hides and animals." At an election to determine if the office of the inspector of hides and animals should be abolished, the ballot shall be printed to provide for voting for or against the proposition: "Abolition of the office of the inspector of hides and animals."

[See main volume for text of (e) to (g)]

(h) If the election is to determine if the county shall elect an inspector of hides and animals and a majority of the votes at the election are cast for electing an inspector of hides and animals, a person holding that office retains office until the next general election or until a successor is elected and qualifies. If the county has no inspector, the commissioners court shall appoint a person to serve until the next general election.

(i) If the election is to determine if the county should abolish the office of the inspector of hides and animals and a majority of the votes at the election are cast in favor of the proposition, the office is abolished on the date the commissioners court declares the

results of the election. The records of an a
clerk.

Amended by Acts 1985, 69th Leg., ch. 345, § 1,

Historical Note

1985 Amendment. In subsec. (a) inserted the second sentence; in subsec. (d) in the second sentence substituted "At an election to determine if the county shall elect an inspector of

§ 146.073. Penalty for Failure to Keep o

(a) A person commits an offense if, a
information or file that record with the coun
code.

(b) An offense under this section is a misd
$50 nor more than $300.

CHAPTER 147. LIVESTOCK

WESTLAW Electronic Research

See WESTLAW Electronic Research Guide following the Preface.

SUBCHAPTE

§ 147.026. Recording of Bond and Staten

[See main volume f

(c) The county clerk shall file the origin
commission merchant in the clerk's office.

Amended by Acts 1989, 71st Leg., ch. 1248, § 23

Historical Note

1989 Legislation

The 1989 amendment, in subsec. (c), substituted "file" for "retain" and deleted "archives of the" preceding "clerk's office".

SUBCHAPTER

§ 147.063. Failure to Remit Proceeds of

[See main volume

(d) An offense under Subsection (b) of t

(1) a fine of not less than $25 nor mor

(2) confinement in county jail for not n

(3) both fine and confinement under th

Amended by Acts 1983, 68th Leg., p. 995, ch. 23

Historical Note

1983 Amendment. In subd. (d)(1) substituted "less" for "more" preceding "than $25 nor". The enacting clause of art. 1, § 5, of the 1983

AS PER ORIGINAL 41 0766

'-IMPORT PROCESSING FACILITIES

ıion,
ΓAC

, SALE, AND SHIPMENT OF HIDES AND
CERTAIN COUNTIES

ective January 1, 1991

ıe following counties: Andrews, Baylor, Blanco, ane, Dawson, Duval, Ector, Edwards, Gaines, Jim Wells, Kerr, Kimble, LaSalle, Lee, Liberty, Mitchell, Ochiltree, Presidio, Real, Roberts, Run-, Sutton, Walker, Waller, Wood, and Yoakum.

ıe for text of (b) and (c)]

1, eff. Jan. 1, 1991.

ted
lan,
ies.

ıy petition the commissioners court to conduct an elect an inspector of hides and animals. If the ınd animals, the qualified voters may petition the ion to determine if the office of the inspector of Except as otherwise provided by this subsection, rs of each justice precinct of the county. If a voters, the petition must be signed by a majority

:e for text of (b) and (c)]

) vote at an election under this section. At an ɜlect an inspector of hides and animals, the ballot or or against the proposition: "An inspector of termine if the office of the inspector of hides and all be printed to provide for voting for or against of the inspector of hides and animals."

ne for text of (e) to (g)]

he county shall elect an inspector of hides and he election are cast for electing an inspector of ıat office retains office until the next general ıd qualifies. If the county has no inspector, the ırson to serve until the next general election.

county should abolish the office of the inspector he votes at the election are cast in favor of the the date the commissioners court declares the

results of the election. The records of an abolished office are transferred to the county clerk.

Amended by Acts 1985, 69th Leg., ch. 345, § 1, eff. June 10, 1985.

Historical Note

1985 Amendment. In subsec. (a) inserted the second sentence; in subsec. (d) in the second sentence substituted "At an election to determine if the county shall elect an inspector of hides and animals, the" for "The", and added the last sentence; in subsec. (h) in the first sentence inserted "the election is to determine if the county shall elect an inspector of hides and animals and", preceding "election are cast" substituted "the" for "an"; and added subsec. (i).

§ 146.073. Penalty for Failure to Keep or File Records

(a) A person commits an offense if, as an inspector, the person fails to record information or file that record with the county clerk as required by Section 146.060 of this code.

(b) An offense under this section is a misdemeanor punishable by a fine of not less than $50 nor more than $300.

CHAPTER 147. LIVESTOCK COMMISSION MERCHANTS

WESTLAW Electronic Research

See WESTLAW Electronic Research Guide following the Preface.

SUBCHAPTER B. BOND

§ 147.026. Recording of Bond and Statement of Sales

[See main volume for text of (a) and (b)]

(c) The county clerk shall file the original bond and sworn statement of a livestock commission merchant in the clerk's office.

Amended by Acts 1989, 71st Leg., ch. 1248, § 23, eff. Sept. 1, 1989.

Historical Note

1989 Legislation

The 1989 amendment, in subsec. (c), substituted "file" for "retain" and deleted "archives of the" preceding "clerk's office".

SUBCHAPTER D. PENALTIES

§ 147.063. Failure to Remit Proceeds of Sale

[See main volume for text of (a) to (c)]

(d) An offense under Subsection (b) of this section is a misdemeanor punishable by:

(1) a fine of not less than $25 nor more than $100;

(2) confinement in county jail for not more than 30 days; or

(3) both fine and confinement under this subsection.

Amended by Acts 1983, 68th Leg., p. 995, ch. 235, art. 1, § 5, eff. Sept. 1, 1983.

Historical Note

1983 Amendment. In subd. (d)(1) substituted "less" for "more" preceding "than $25 nor". The enacting clause of art. 1, § 5, of the 1983 amendatory act stated that the amendment was to conform this section to the source law from which it was derived.

13. CONSIDER APPROVAL OF AGREEMENT WITH STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION TO CONTRIBUTE FUNDS IN THE AMOUNT OF $10,000 FOR THE BELTWAY 8 PROJECT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve agreement with State Department of Highways & Public Transportation to contribute funds in the amount of $10,000 for the Beltway 8 Project. Funds to come from Right-of-Way fund. (Recorded in minutes in full)

14. CONSIDER PARTICIPATING IN THE FUNDING FOR FORT BEND COUNTY CRISIS HOTLINE IN THE AMOUNT OF $4,000:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize $3,000 to participate in the Fort Bend County Crisis Hotline program (total cost $55,000). Funds to come from Fees & Services.

15. CONSIDER ADVERTISING FOR BIDS FOR THE FOLLOWING: (1) TRACTORS (PCT. 1); (2) RENOVATION OF NEEDVILLE FACILITY IN PCT. 2:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for bids for tractors for Precinct 1.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for renovation of Needville facility in Precinct 2.

16. CONSIDER APPLICATION FROM BROWN-HARRIS INC. TO CONSTRUCT A DRIVEWAY TIE-IN ONTO AUSTIN PARKWAY, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered approve permit application from Brown-Harris Inc. to construct a driveway tie-in onto Austin Parkway, Pct.4. Performance bond in the amount of $2,000 was presented to Commissioners' Court. (Recorded in minutes in full)

17. CONSIDER APPLICATION FROM HARRIS CONSTRUCTION TO CONSTRUCT A DRIVEWAY TIE-IN ONTO WESTHEIMER PARKWAY, PCT. 3:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from Harris Construction to construct a driveway tie-in onto Westheimer Parkway, Precinct 3. Performance bond in the amount of $2,000 was presented to Commissioners' Court. (Recorded in minutes in full)

18. CONSIDER CHANGE ORDER FOR BELL SHAFT FOUNDATION CO. CONCERNING LANDFILL WELLS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone.

19. 10:00 A.M.-HOLD PUBLIC HEARING TO CONSIDER ACCEPTING FOSTER CREEK RD. INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PCT. 3:

No public comments.

No court action.

2/12 xc: 4 Commissioners
County Engineer
D.A./Civil Div.

41 0768

AS PER ORIGINAL

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
(713) 869-4571

ENGINEER-DIRECTOR
ARNOLD W. OLIVER, P.E.

February 8, 1990

CONTACT: DRE

Right of Way Acquisition
Account No.: 8012-1-69
Highway: Beltway 8
Counties: Harris/Fort Bend
Limits: From Old S.H. 288 to 0.5 Mile West of U.S. 90A

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

Approved
2/14/90
cc

Dear Judge Stavinoha:

With reference to our recent telephone conversation, we again wish to express our appreciation for the County's willingness to participate with the State in right of way acquisition for this much needed project.

It is felt that with the construction of Beltway 8 and especially that portion within and adjacent to Fort Bend County it will greatly enhance the general overall mobility for the residence of both Fort Bend and Harris County.

In order to minimize the County's expenditures in this project, we have reduced our initial right of way taking, leaving only those parcels that are vital to our construction needs. Parcel numbers 29 (part 2), 31 (part 3), 31A (part 2), and 51 (part 2 and 3) have been deleted. The taking for parcel 48 (part 2) is now being reviewed for a possible reduced taking.

Attached are right of way map and four (4) original Agreements to Contribute Funds in the amount of $10,000. This amount represents the County's 10% contribution toward the right of way purchase.

If additional information is needed, please advise.

Sincerely,

Milton M. Dietert, P.E.
District Engineer
District No. 12

Attachment

State Department of Highways
and Public Transportation
Form D-15-130
Rev. 3-86

41 0769

Agreement to Contribute Funds

(County Form)

THE STATE OF TEXAS ⌇
⌇
COUNTY OF TRAVIS ⌇

Contract No. _____
County Fort Bend
Project No. Beltway 8
CSJ No. 3256-04-003
Account No. 8012-1-69

This Agreement by and between the State of Texas, acting by and through the State Department of Highways and Public Transportation, hereinafter called the **State**, and Fort Bend, County, Texas, acting by and through its duly authorized officials under Commissioners' Court Order dated the _____ day of _____, 19 90, hereinafter called the **County**, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** had requested the **County** to enter into a contractual agreement and acquire right of way on the following project:

Highway	Limits
Beltway 8	From Old SH 288 to 0.5 Mi. West of US 90A
	; and

WHEREAS, the **County** has now requested that the **State** assume responsibility for acquisition of all necessary right of way; and

WHEREAS, the **County** desires to voluntarily contribute to the **State** funds, equal to ten percent (10%) of the cost of the right of way, for the proper development and construction of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **County** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, executed by the **County**, a warrant or check payable to the State Department of Highways and Public Transportation in the amount of Ten Thousand Dollars ($ 10,000.), which represents 10% of the estimated cost of the right of way; however, if it is found that this amount is insufficient to pay the **County's** obligation, then the **County**, upon request of the **State**, will forthwith supplement this amount in such amount as requested by the **State**. Upon completion of the project and in the event the amount as paid is more than 10% of the cost of the right of way, then any excess amount will be returned to the **County**. Cost of the right of way acquired by the **State** shall mean the total value of compensation to owners for their property interests either by negotiation or eminent domain.

This agreement is approved and executed by and on behalf of the **State** on the date shown hereinafter.

Fort Bend County, Texas

By: John E. Stavinoha

ATTEST: Dianne Wilson

R. D. Thiele
Commissioner, Precinct Number 1

W. B. Vestal
Commissioner, Precinct Number 2

absent
Commissioner, Precinct Number 3

Bob Lutts
Commissioner, Precinct Number 4

EXECUTION RECOMMENDED:

_____
District Engineer

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission.

BY: _____
Right of Way Engineer

Date _____

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 19th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Brown-Harris, Inc. dated 2/6/90, permit no. 81132 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Lutts, seconded by Commissioner O'Shieles, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

41 0771

Appl. # 81132

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

2-15-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of 2,000.00

8/3/87

41 0772

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 No. 183154

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we BROWN-HARRIS, INC. 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 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, maintainence and/or repair of cables, conduits and/or pole lines) in, under, across and/or along roads, streets and highways in the County of Fort Bend and State of Texas, under the jurisdiction of the Commissioners Court of Fort Bend County, Texas, pursuant to and in accordance with the minimum requirements and conditions of the above mentioned Commissioners Court order set forth and specified to be by said principal done and performed, at the time and in the manner therein specified, and shall pay over and make good and reimburse Fort Bend County, all loss and damages which Fort Bend County may sustain by reason of any failure or on the part of said principal, then this obligation shall be null and void, otherwise to remain in full force and effect.

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

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

The term of this bond is for a period of two (2) years commencing on the date hereof, and may be continued from year to year by continuation certificate executed by the principal and the surety.

EXECUTED this 6th, day of February, 19 90.

BROWN-HARRIS, INC.
PRINCIPAL

BY:

SEABOARD SURETY COMPANY
SURETY

BY: Andrew J. Janda
Attorney-in-Fact

TARPEY & COMPANY LICENSE #0102432
P. O. BOX 924528
HOUSTON, TEXAS 77292-4528
TEXAS LOCAL RECORDING AGENTS

Certified Copy

No. 10670

XXX 4036

41 0773

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Richard Head or Andrew J. Janda or John F. Rougagnac or C. Stephen Crum or Virginia J. Witty or Sue Kohler or Rock N. Houstoun or Donald E. Woodard, Jr. or Harlan J. Berger 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

AS PER ORIGINAL

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 29th day of September, 19 89

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Attest:

(Seal) Diana M. Klenert
Assistant Secretary

SEABOARD SURETY COMPANY,

By Michael B. Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET ss.:

On this 9th day of September, 19 89, before me personally appeared Michael B. Keegan a Vice-President of SEABOARD SURETY COMPANY, to me 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. ZUBRYCKI NOTARY PUBLIC STATE OF NEW JERSEY

FELICE M. ZUBRYCKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 4, 1991

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 6th day of February, 19 90

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Dia A. Respoli
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.

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)

41 0774

AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81135

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

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

DRIVEWAY, TIED INTO AUSTIN PARKWAY APPROXIMATELY 770' FROM HWY 6

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: BROWN-HARRIS, INC.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Carl Lee Harris
(Signature)

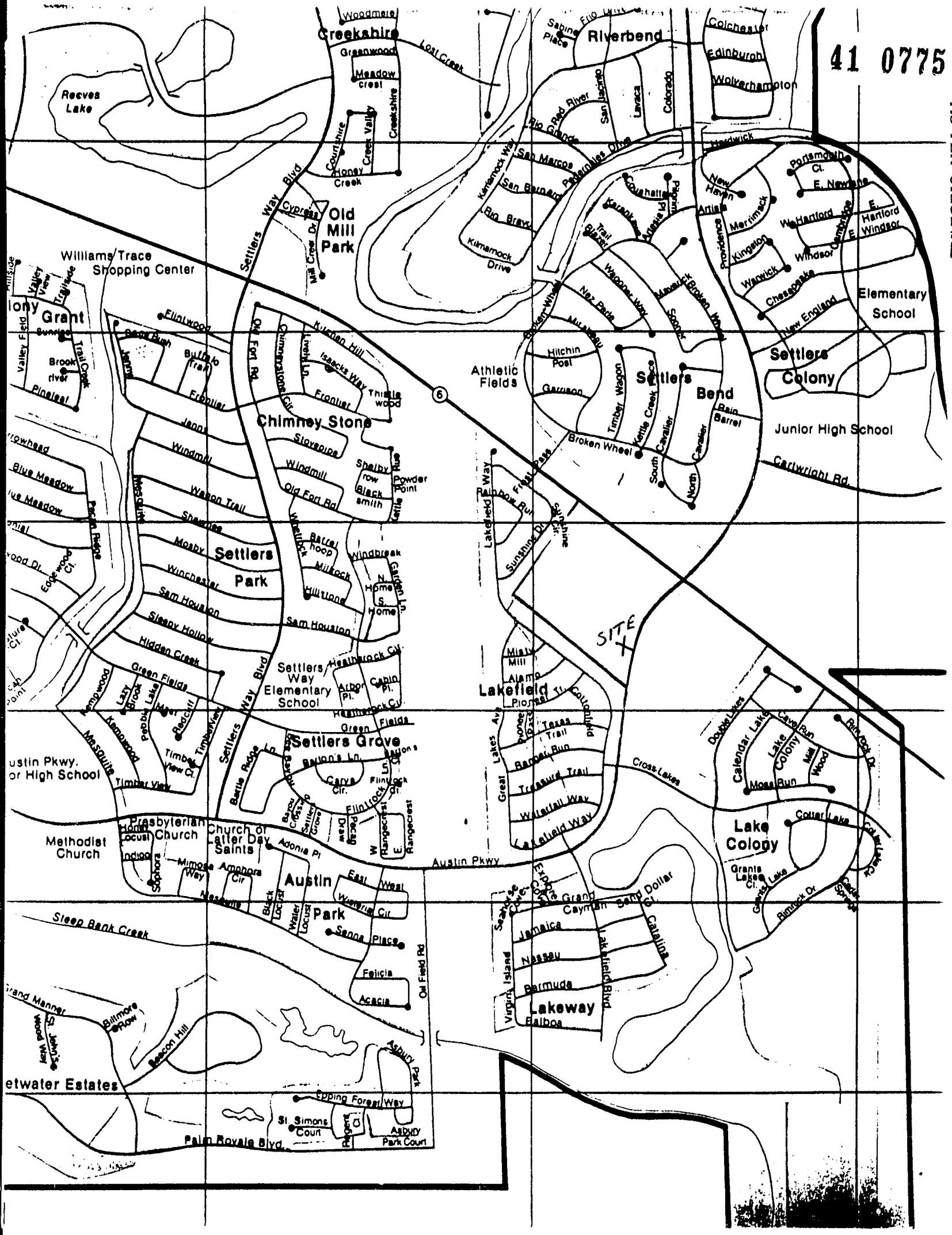
NAME & TITLE CARL LEE HARRIS, PRESIDENT
(Please Print)

DATE: 2/6/90
ADDRESS: 2141 PRESTON, BOX 507, RICHMOND
(Street/P.O. Box)

RICHMOND TX 77469
City State Zip
TELEPHONE NO: 342-1138

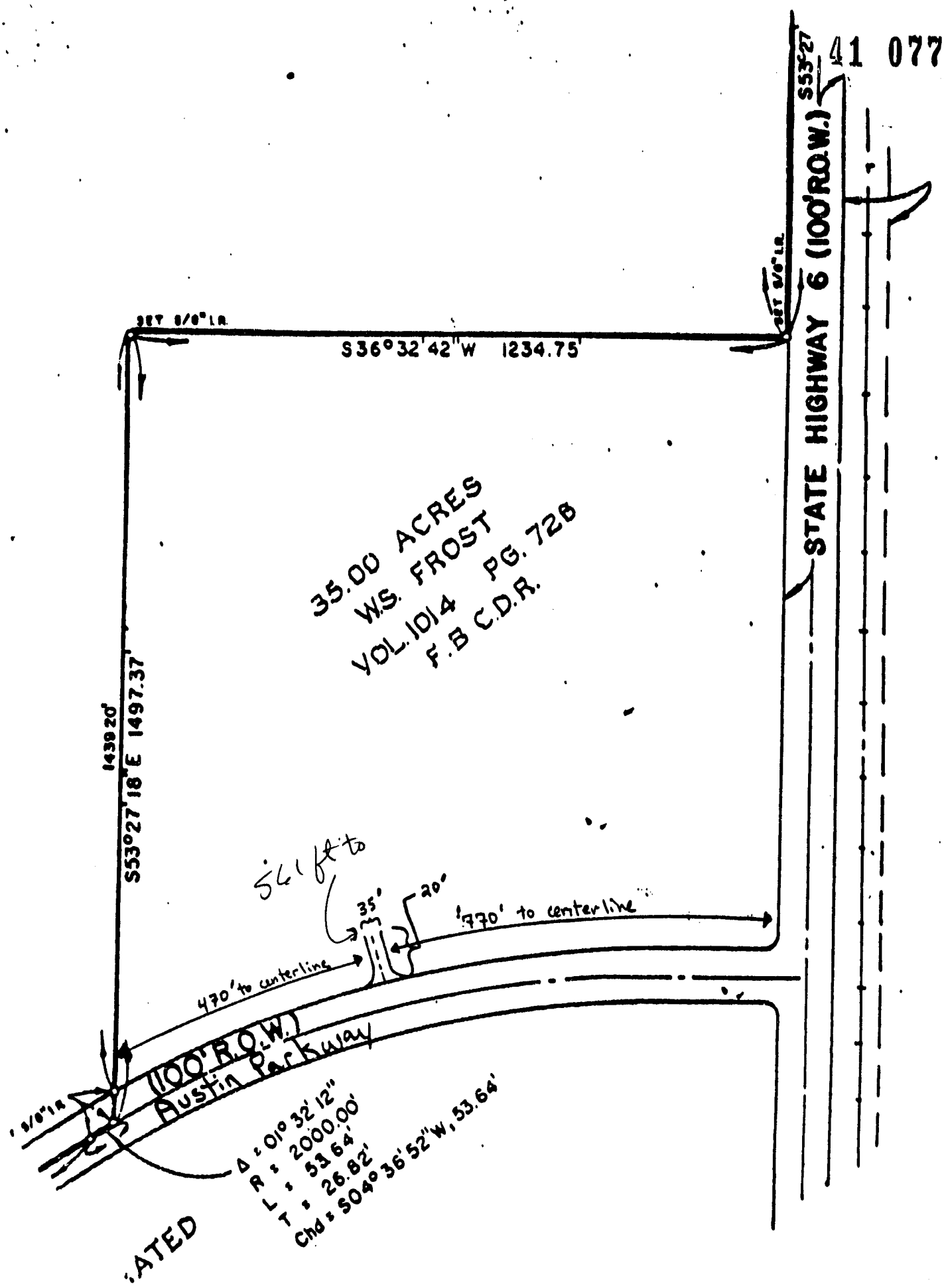
41 0775

AS PER ORIGINAL



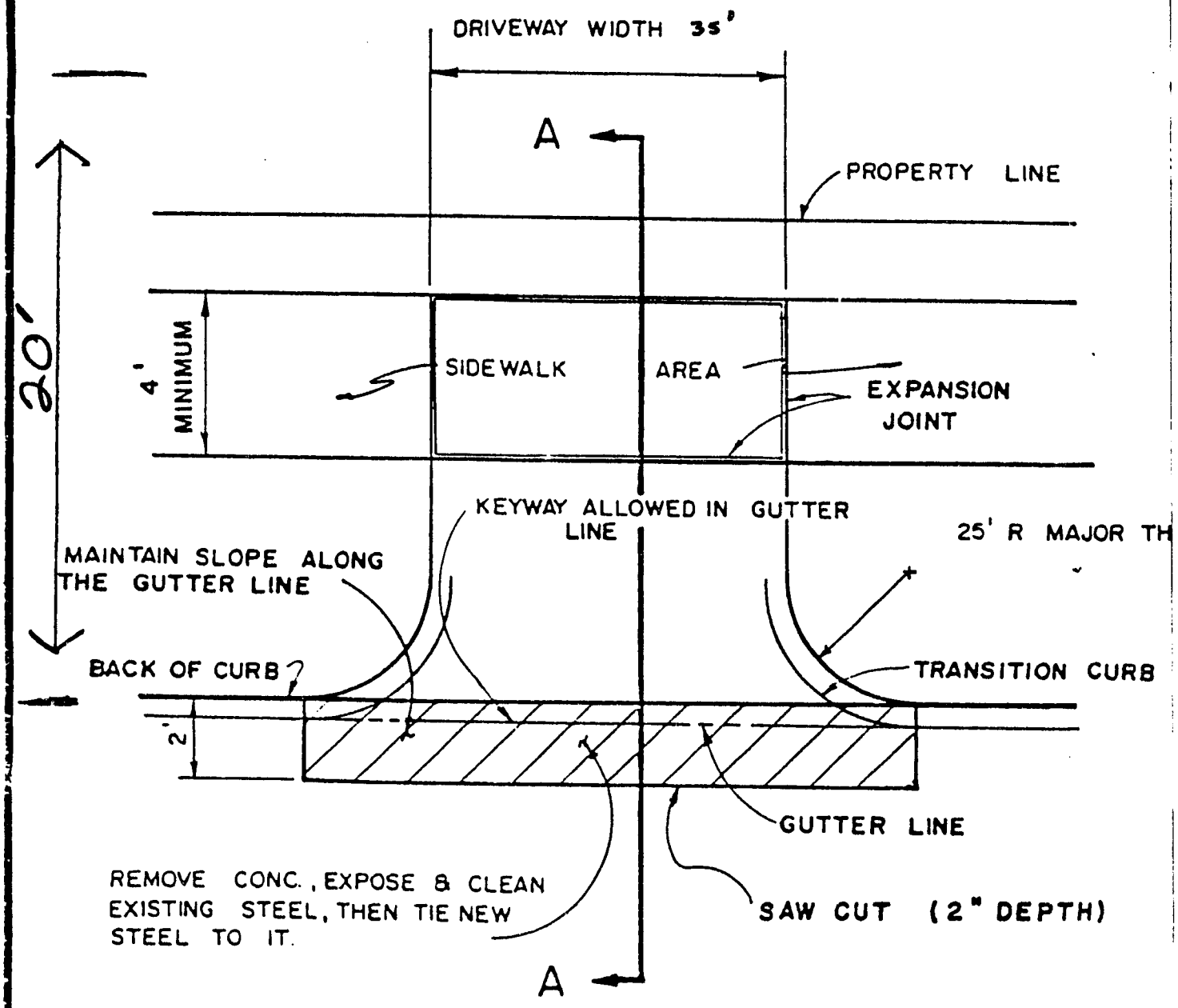
41 0776

AS PER ORIGINAL



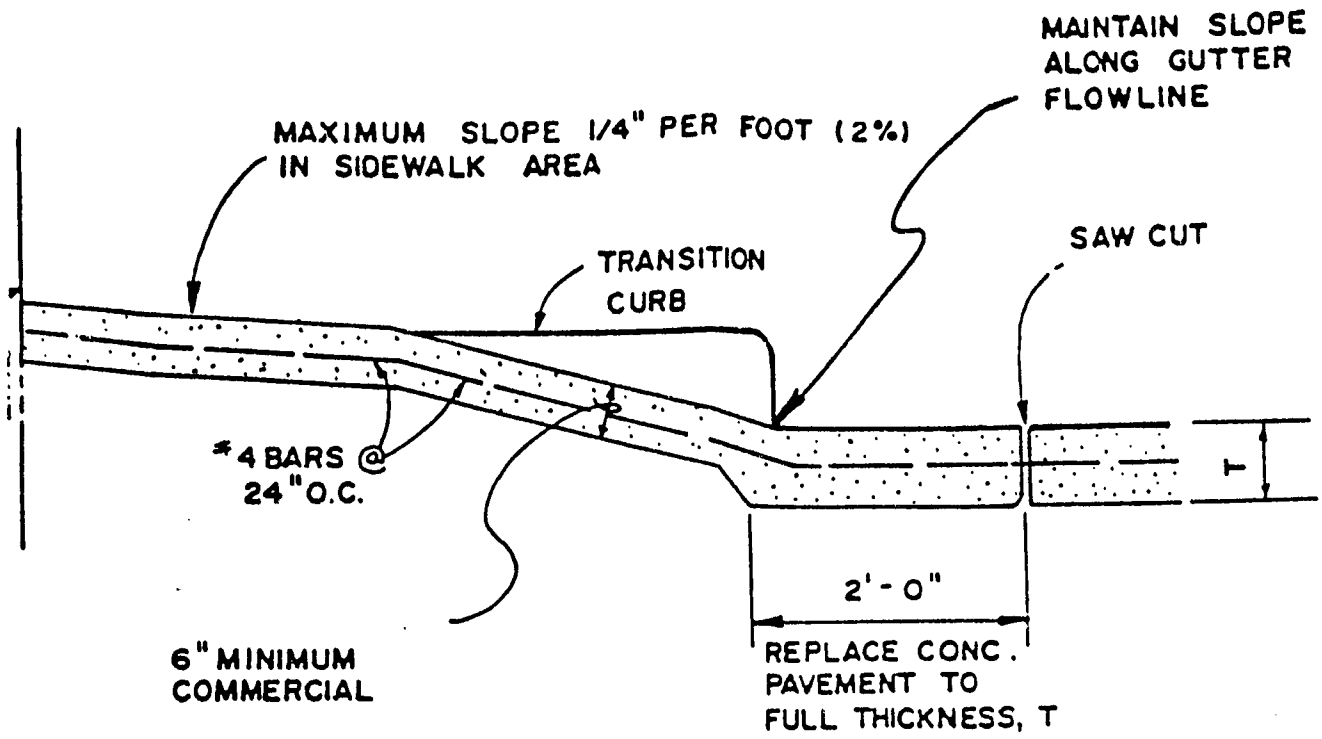
41 0777

AS PER ORIGINAL



41 0778

AS PER ORIGINAL



SECTION "A-A"

DATE: 8-4-89	APPROVED BY: DCP	DESIGN BY:
SCALE: NTS	DRAWING NO.: P-109	
CITY OF SUGAR LAND DEPARTMENT OF PUBLIC WORKS		DRIVEWAY

17

41 0779

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 19th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Harris Construction dated 2/13/90, permit no. 81133 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner O'Shieles, 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 Arnold 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.

11 0780

Appl. # 81133

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

2-15-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00

8/3/87

41 0781

UNIVERSAL SURETY OF AMERICA
1812 Durham Houston, Texas 77007

GPA 8005260-278 1008

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

Power of Attorney Valid Only If Numbered In Red

GENERAL POWER OF ATTORNEY — CERTIFIED COPY

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

Michael Gilbert
James R. Donnelly

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

Bonds not to exceed $25,000, unless such is accompanied by a letter of authority signed by the President, Secretary, or Executive Vice President of Universal Surety of America.

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

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

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

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

UNIVERSAL SURETY OF AMERICA

By: John Knox, Jr. President

State of Texas
County of Harris ss:

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

Commission Expires: 9/15/90

Kimberlee R. Mozingo Notary Public

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

GIVEN under my hand and the seal of said Company, at Houston, Texas, this 13th day of February, 1990.

Gregory P. Faulx Secretary

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

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

UNIVERSAL SURETY OF AMERICA

UNIVERSAL SURETY OF AMERIC. 41 0782

1812 Durham / Houston, Texas 77007

Bond No. 1008 SIDEWALK, CURB AND GUTTER BOND

LICENSE AND PERMIT BOND

(for county, city, town or village only)

KNOW ALL MEN BY THESE PRESENTS:

That we, Harris Construction Company,

of Houston, State of Texas, as Principal, and UNIVERSAL SURETY OF AMERICA, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge Jodie E. Stavinoha or his successor in office for Fort Bend County of Fort Bend County, State of Texas, Obligee, in the penal sum of Two thousand and No/100---------- Dollars ($ 2,000.00-------), lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

The conditions of this bond are such, that the said Principal has applied for a license as/for Paving and Utility Contractor in accordance with the requirements of the ordinance of said Obligee, and has agreed to hold said Obligee harmless from any damage by reason of his/her engaging in said business.

NOW, THEREFORE, if said Principal shall faithfully perform all the duties of and in all things comply with the laws and ordinances, including all amendments thereto, appertaining to the license or permit applied for, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond may be terminated at any time by the Surety upon sending notice in writing to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, and at the expiration of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety shall there upon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

This bond shall be effective on the 13th day of February, 19 90 and terminate on the 13th day of February, 19 91 unless said bond is extended by continuation certificate and attached herewith.

Dated this 13th day of February, 19 90.

Harris Construction Company
Principal

By: _____
E.L. Harris, Jr.- President

UNIVERSAL SURETY OF AMERICA

By: _____
Attorney-in-Fact
James R. Donnelly

USA 110-87

UNIVERSAL SURETY OF AMERICA

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)

41 0783

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81133

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)

WILLOW FORK COUNTRY CLUB

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased

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

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

General Description

DRIVEWAY CONNECTIONS TO WESTHEIMER PARKWAY 2120' N. OF FRY ROAD

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the 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: Harris Construction
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE: E.L. Harris President
(Please Print)

DATE: Feb 13, 1990
ADDRESS: 1807 Rankin Rd. H
(Street/P.O. Box)

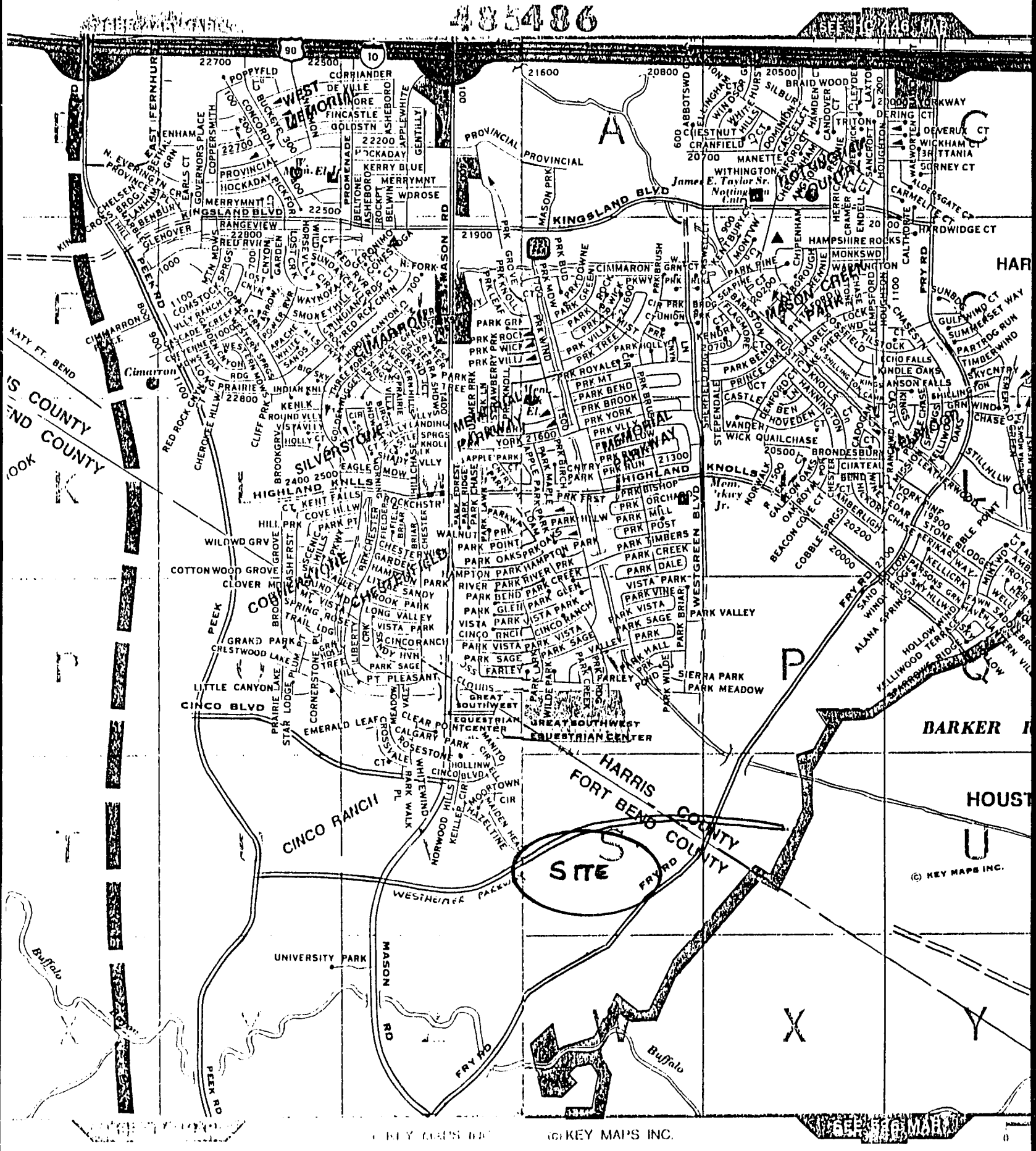
Houston Texas
City State Zip

TELEPHONE NO: 443-0705

41 0784

AS PER ORIGINAL

485486



.20. ENTER INTO MINUTES THE 1990 BUDGET FOR FORT BEND RURAL FIRE PREVENTION DISTRICT NO. 1:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept into the minutes the 1990 budget for Fort Bend Rural Fire Prevention District No. 1. (Recorded in minutes in full)

21. APPROVE SPECIFICATIONS FOR EMS DELINQUENT ACCOUNTS BID INVITATION:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to postpone.

22. ACCEPT OR REJECT BIDS ON THE FOLLOWING: (1) ONE OR MORE NEW TRAILER MOUNTED 200 GAL. MIN. RUBBERIZED ASPHALT KETTLES (#90-029); (2) ONE OR MORE NEW FULL SIZE UTILITY VEHICLE (#90-030); (3) TWO OR MORE NEW FULL SIZE PICKUP TRUCKS (#90-031):

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept and authorize purchase of new trailer mounted 200 gal. min. rubberized asphalt kettles to OLD KATY WAREHOUSE in the amount of $21,472.80 for Precinct #3. (Recorded in minutes in full)

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept bid #90-030 of one or more new full size utility vehicle from LAWRENCE MARSHALL in the base amount of $15,878.12 each. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize purchase from bid #90-030 of one or more new full size utility vehicle from LAWRENCE MARSHALL in the base amount of $15,878.12. One for Drainage District, one for Precinct #4, and one for Fire Marshall. (Recorded in minutes in full)

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reject all bids #90-031.

23. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (JENNIFER REGAN ET AL, VS. FORT BEND COUNTY ET AL); LAND MATTERS (LOOP RD., PCT. 2); AND PERSONNEL (DEPT. HEAD EVALUATIONS), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,F,G), V.T.C.S. AND CONSIDER TAKING ACTION:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize attorney Mike Lytle to proceed with cross-action suit regarding Jennifer Regan, et al. vs. Fort Bend County, et. al.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize step increase for Dan Gerken, Drainage District Manager, from grade 21/step 5 to grade 21/ step 6 ($2016.00 bi-weekly) due to a favorable performance evaluation.

24. CONSIDER APPROVAL OF RESERVE DEPUTY GARY STAHLHEBER, ALONG WITH BOND AND OATH, PCT. 3 CONSTABLE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve reserve deputy Gary Stahlheber, and accept bond & oath, Pct. 3 Constable. (Recorded in minutes in full)

RECESS:

Commissioners' Court recessed at 12:05 p.m.

41 0786

FORT BEND RURAL FIRE PREVENTION DISTRICT 1
P. O. BOX 494
FULSHEAR, TEXAS 77441

February 9, 1990

Judge Jodie E. Stavinoha
Fort Bend County Commissioners Court
Richmond, Texas

Gentlemen:

Enclosed is a copy of the 1990 budget for Fort Bend County Rural Fire Prevention District No. 1.

A copy of the 1989 audit will be sent to you as soon as it becomes available.

I will be glad to answer any questions that you or the Commissioners might have.

Yours truly

Flo

Flo Berkman, Secretary

RECEIVED
FEB 9 1990
COUNTY JUDGE

FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT NO. 1
OPERATION BUDGET
1990

REVENUE

Tax Collection	$211,813,963 x 95% x 3 =	$60,367.
Penalty & Interest		-0-
Bank Interest		-0-
Donations		-0-
Miscellaneous		-0-
		$ 60,367.

EXPENDITURES;

Administrative	
Office Supplies	$ 200.
Tax Collector Fee 1%	600.
Central Appraisal District Fees	575.
Legal & Accounting	1,500.
Security Bond & Insurance	1,700.
	$ 4.575.
Department	
Interest - (2 Notes)	$ 10,000.
Insurance	16,000.
Tel. & Utilities	**5,436
Small Equipt. & Supplies	3,240.
Vehicle Repair & Maint.	*9,000.
Vehicle Fuel	1,200.
Professional Dues & Training Courses	600.
Property Repairs & Maintenance	1,000.
Miscellaneous	1,000.
Note Reduction	12,622.
	$ 60,098.

TOTAL EXPENDITURES---------- $ 64,673.

* Fund Balance Incorporated ($4,306.) to repair City's Fire Truck Tank

** $25. per month Simonton Light Bill

FUND BALANCE BEGINNING OF YEAR	$ 4,306.
TOTAL REVENUE & FUND BALANCE	$ 64,673.

BJP

We, the duly appointed members of the BOARD OF FIRE COMMISSIONERS OF THE FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT NO. 1, have examined and do hereby approve the OPERATING BUDGET OF THE FORT BEND COUNTY RURAL FIRE PREVENTION DISTRICT NO. 1 FOR THE YEAR 1990 on this 1/9/90 of January 1990.

---------- PRESIDENT of the Fire District

---------- VICE-PRESIDENT of the Fire District

---------- SECRETARY of the Fire District

---------- TREASURER of the Fire District

---------- MEMBER AL of the Fire District

THE STATE OF TEXAS
COUNTY OF FT. BEND

Before me, the above individuals on this day, personally, appeared known to me to be the person's whose names are subscribed to the foregoing instrument and acknowledge to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at FULSHEAR, Texas, this 9 day of JANUARY, 1989.

Seal

FORT BEND, County, Texas

MAURICE BERKMAN
Notary Public
STATE OF TEXAS
My Comm. Exp. June 30, 1992

DRAFT 11 0789

INVITATION FOR BIDS
CONTRACT FOR COLLECTION SERVICES ON DELINQUENT ACCOUNTS FOR THE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICE
CONTRACT EXPIRES: 31 DECEMBER 1990 (RENEWABLE)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
	90-018		1	8

Sealed bids, subject to the Terms and Conditions of this Invitation For Bids, for collection services on delinquent accounts for the Fort Bend County Emergency Medical Service, as described in 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, _____, 1990 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. 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.

_____
LEGAL NAME OF CONTRACTING COMPANY

CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE 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:

_____ _____
DATE

SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS DATE

FBCPA FORM 103 (8 Mar 88)

DRAFT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
	90-018		2	8

A. SCOPE:

Fort Bend County is soliciting bids for the services of an outside party to collect delinquent accounts for the Fort Bend County Emergency Medical Service.

B. GENERAL:

1. In the following, Fort Bend County will be referred to as "County" and the collector as "Contractor".

2. Responsibilities:

   The Contractor shall be in conformance with the general and specific requirements as set forth in this invitation for bids. All personnel, materials, services, and facilities necessary to perform the required service must be furnished by the Contractor.

3. Period of contract:

   This contract will be for the period ending 31 December 1990, beginning with the date of bid award. The County reserves the right to renew this contract for an additional one year period (1 January 1991 thru 31 December 1991), at the same terms and conditions.

4. Contract cancellation:

   a. This contract may be cancelled by either party, without penalty, with thirty (30) days written notice of cancellation.

   b. Fort Bend County may review the collections by and the performance of the contractor and reserves the right to cancel this contract at any time it feels it is in the best interest of the County.

5. Estimated volume:

   Fort Bend County estimates that a minimum of $300,000 will be placed with the collection agency for the upcoming contract period.

INITIALS OF BIDDER (IN INK):_____ DATE:_____

DRAFT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
	90-018		3	8

6. Bid price:

Bid price will be percentage of actual collections. Contractor will collect deliquent amounts and deposit 100% of the amount collected with the Fort Bend County Treasurer. Contractor will then invoice the County for the percentage owed for services rendered. Invoices will be submitted to the Fort Bend County Emergency Medical Service on a monthly basis. A statement of each collection showing date collected, debtor's name, debtor's account number, amount collected, fee due Contractor and balance now due on the account must be furnished when depositing monies and a copy of such report must accompany each invoice submitted for payment. A sample of Contractors statement must accompany bid. The County reserves the right to confirm the accuracy of all payment information furnished by the contractor by contacting the debtor directly.

C. REQUIREMENTS:

1. Accounts, Audit and Records:

a. The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices reflecting all work done by contractor under this contract.

b. The Contractor shall make available to the County all records pertaining to the collection of delinquent accounts immediately upon request, during the period of this contract, and for seven (7) years from the date of termination settlement.

c. The Contractor shall provide the County access, with or without prior notification, to any facilities where any portion of Contractor's work is being performed under this contract.

2. Collection responsibilities:

a. It shall be the responsibility of the Contractor, using all reasonable, legal and ethical methods, to collect delinquent accounts for Fort Bend County.

b. In the process of collecting delinquent accounts, the Contractor shall:

(1). Settle disputed delinquent accounts only with the concurrence of the County.

(2). Identify, file and follow-up on any possible third party payments including private insurance companies.

INITIALS OF BIDDER (IN INK):_____ DATE:_____

(3). Determine and return to the County, delinquent accounts which cannot be collected except through suit. The Contractor shall provide a serviceable address and any other information that will be helpful to the County in filing a suit. The Contractor will be notified of any payments collected and the normal collection fee shall be paid to the contractor. If suit is required collection fee will be limited to 50% of the normal fee.

3. Files and Records:

The Contractor shall maintain a file on each delinquent account containing a record of any and all phone calls, letters, and any other contacts made with the debtor or third party regarding the delinquent account(s).

4. Collection Activity:

The Contractor shall, upon receipt of any delinquent account from the County, promptly undertake to collect such account through all ethical and lawful means and must take action on all accounts, large or small. The Contractor shall comply with all laws of the United States, the State of Texas, Fort Bend County and other laws, ordinances, rules and regulations which may be applicable to performance of services under these specifications.

5. Collection Techniques:

The Contractor shall NOT utilize any collection techniques which would embarrass the County. Representative samples of the Contractors standard collection notices must be submitted with the bid. The Contractor shall advise the County of its collection techniques and the County reserves the right to consult the Contractor in regard to modifying or changing such techniques.

6. Recalled Accounts:

The Contractor shall suspend collection efforts on any delinquent account upon written notice from the County and the County may recall any account from the Contractor, at no cost to the County.

7. Disputes:

   In the event that a debtor disputes any amount of the balance due on account provided by the County to the Contractor, the Contractor shall notify the County in writing of such dispute and discontinue any collection activity on the disputed amount. The Contractor shall not resume collection efforts on the disputed amount until directed in writing by the County to do so.

8. Settlement:

   No offer of compromise or settlement will be accepted by the Contractor on any delinquent account without the express written authorization from the County. The Contractor shall not, however, be prevented from accepting partial or installment payments on an account, provided that it does so without prejudice to the right of collection of the remaining balance due on the account.

9. Suit:

   The Contractor shall not be authorized to initiate legal action on behalf of the County. The Contractor shall identify any delinquent account that cannot be collected through normal collection techniques and that, in the Contractor's view, would be collected through suit. The Contractor will be notified by the County of any monies collected through suit and Contractor's fee, which may be included on Contractors next invoice. The decision to sue is solely that of the County and will incur no obligation to Contractor should it decide to not take legal action on any or all accounts.

10. Returning of Accounts:

    The Contractor shall return to the County delinquent accounts which have had no payment activity for 180 days from the date of referral or for 180 days from the date of the last payment made on the account. Any payments collected by Contractor on accounts returned by Contractor to the County will be forwarded without charge to the County. Contractor may continue collection efforts on accounts being worked for 180 days after ending date of contract unless contract is cancelled for cause.

D. SPECIAL REQUIREMENTS:

1. Indemnification:

a. The Contractor hereby assumes all risk of and responsibility for, and agrees to indemnify and hold harmless the County from and against any and all claims, demands, suits, actions, recoveries, judgements and costs and expenses in connection with, made, brought, or obtained on account of loss of life, property or damage connected with said work or performance or failure to perform under this contract.

b. The Contractor shall maintain insurance in force during the period of performance of the contract and for a period of 120 days after the expiration of the contract and any renewal thereof. The insurance required is as follows:

*(1). Workmen's Compensation Insurance - as required by the laws of the State of Texas and any applicable Federal Laws.

*(2). Bodily Injury Liability Insurance - with the limits of not less than $100,000 for each occurrence for bodily injury.

*(3). Property Damage Liability Insurance - with a limit of not less than $50,000 per occurrence.

*(4). Automobile Bodily Injury Liability Insurance - with limits of not less than $100,000 for each person and $200,000 for each accident and automobile property damage liability insurance with a limit of not less than $10,000 for each accident.

(5). The Contractor shall protect the County against failure to reimburse monies collected and due the County with a $5,000 bond covering each of the contractor's employees. Such bond to be deliverd to Fort Bend County within ten (10) working days after award of contract.

*(6). The Contractor shall protect the County against all claims and demands against the County arising out of the collections activities of the contractor and its employees with a $500,000 contractual liability insurance policy covering such demands and claims including but not limited to those claims for physical injury and property damage, defamation, invasion of privacy, and violation of civil rights.

*PROOF OF INSURANCE MUST BE SUBMITTED WITH BID.

INITIALS OF BIDDER (IN INK):_____ DATE:_____

(7). The effective dates for the required policies of insurance shall be for the terms of this contract and its renewal plus 120 days thereafter.

2. References:

In order to demonstrate to the Fort Bend County Commissioners Court that the contractor is responsible the Contractor must have satisfactorily performed services of a similar nature to those required by these specifications. The names, addresses, and phone numbers of each reference must be submitted with bid.

3. Resources:

The Contractor shall not be permitted to forward any delinquent account for collection services to any other corporation or company which is not a fully-owned subsidiary of the Contractor or a person who is not an employee of the Contractor.

4. Membership in American Collectors Association:

The Contractor shall be a member in good standing of the American Collectors Association and utilize collection techniques which are consistent with the code of ethics and standards adopted by said association.

5. Computer Capability:

The Contractor must lease, own or have access to computer facilities to be able to provide the following services and must submit with bid sample reports for items "b" thru "d" below:

a. Accept and process all of the County's delinqulent accounts on magnetic tape in the format provided by the County.

b. Computerized invoices on a monthly basis.

c. Computerized report showing status of all accounts being handled by the Contractor. This report should indicate the debtor's name, account number, date assigned, balance assigned, balance outstanding and status of account.

d. Computerized acknowledgement of all accounts placed and processed by the Contractor. This acknowledgement should indicate the debtor's name, account number, date assigned, balance assigned, and total number of accounts and balances assigned.

e. Maintain computer capability of matching separate delinquent accounts owed to the County by the same debtor.

E. ABILITY TO HANDLE WORK:

1. The Contractor must demonstrate his ability, and show the techniques used, to process and work accounts requiring Contractor to:

   a. Handle the non-English speaking population of the County (include names of bilingual collectors, how long they have been employed by contractor, languages they speak, and how long they have been collectors).

   b. File third party claims, including Medicare, CHAMPUS, etc.

BIDDER COMPLETE THE FOLLOWING:

BID PRICE EXPRESSED AT _____% OF ACTUAL MONIES COLLECTED.

Is proof of insurance as attached?	[_] YES	[_] NO
Are references attached?	[_] YES	[_] NO
Are sample reports and statements attached?	[_] YES	[_] NO

41 0797

PURCHASE OF ONE (1) OR MORE NEW TRAILER MOUNTED 200 GALLON MINIMUM RUBBERIZED ASPHALT KETTLES. BID #90-029

COMPANY	BID PRICE
Old Katy Warehouse 8741 Tollis St. Houston, TX 77055	$21,472.80
R.B. Everett & Company P.O. Box 327 Houston, TX 77001	$22,975.00
Shepler International, Inc. 14206 Industry Rd. Houston, TX 77053	*$15,997.00

*Does not meet specs: Specs require 6" channel with 5" cross member construction, bidding 2" x 4" tubing. Specs require 11 HP minimum gasoline powered engine, bidding 20 HP propane fueled engine. Specs require 12 volt battery with lockable battery box, bid does not include battery box.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: January 25, 1990 and February 4, 1990.

INDIVIDUAL NOTICES MAILED: 30

BID PACKETS PICKED UP OR MAILED: 4

BIDS RECEIVED: 3

22/2

41 0798

22/2

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE UTILITY VEHICLE. BID #90-030.

OPTIONAL EQUIPMENT: Add to bid price

COMPANY	UNIT BID PRICE WITHOUT OPTIONAL EQUIPMENT	4-WHEEL DRIVE	LARGEST ENGINE UNDER 400 CID WITH COMPATIBLE TRANSMISSION	TOTAL BID PRICE W/OPTIONAL EQUIPMENT	DELIVERY	MAKE AND MODEL
Lawrence Marshall Chev-Olds P.O. Box 983 Hempstead, TX 77445	$15,878.12	Include in bid price	Included in bid price	$15,878.12	60-90 days	Chevrolet K-10 Blazer
Joe Grillo Olds-Dodge P.O. Box 911 Rosenberg, TX 77471	$17,013.10	$672.00	$335.00	$18,020.10	90 days	Dodge Ram Charger
Barret Motor Co. P.O. Box 4998 Tyler, TX 75712	*$12,150.00	$1,937.00	$1,361.00	*$15,448.00	60-90 days	GMC Pickup Truck

*Does not meet specs: Specs call for five (5) P235/75R15 minimum tires, bidding P225/75R15 tires.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: January 25, 1990 and February 4, 1990.

INDIVIDUAL NOTICES MAILED: 45

BID PACKETS PICKED UP OR MAILED: 10

BIDS RECEIVED: 3

reconvene 1:30

41 0799

BID ITEM: PURCHASE OF TWO (2) OR MORE NEW CARDIAC DEFIBRILLATOR/MONITORS, WITH OR WITHOUT TRADE-IN. BID #90-032.

BID NUMBER: 90-032

COMPANY

AMSIA MEDICAL, INC.

ARMSTRONG MEDICAL INDUSTRIES, INC.

CAL-AMERICAN MEDICAL SUPPLIES

DIXIE U.S.A., INC.

FIRST MEDICAL DEVICES CORP.

FIRST RESPONSE, INC.

FISHER SCIENTIFIC CO.

GROVES INDUSTRIAL SUPPLY CORP.

PHYSIO-CONTROL CORPORATION ✓ $ w/o trade in $7453.00

S.D.S. INDUSTRIAL

SAFETY BY DESIGN/D'ABICO

SEA LEVEL SUPPLY, INC.

SUN MEDICAL

SUPREME INTERNATIONAL, INC.

WALL STREET INTERESTS

recess at 1:35 until 2PM

PURCHASE OF TWO (2) OR MORE NEW FULL SIZE PICKUP TRUCKS. BID #90-031.

COMPANY	BID PRICE	DELIVERY
Lawrence Marshall Chev-Olds P.O. Box 983 Hempstead, TX 77445	*$11,848.83 *Does not meet specs: Specs require 6500 lbs minimum GVWR, bidding 6100 lbs GVWR. Specs require dual tanks 32 gallon minimum capacity, bidding single tank with 34 gallon capacity.	60-90 days
TexStar Chevrolet P.O. Box 35698 Houston, TX 77235	**$12,299.58 **Does not meet specs: Specs require dual tanks 32 gallon minimum capacity, bidding single tank with 34 gallon capacity. Specs require five P235/75R 16" minimum tires, bidding five P225/75R 16" tires.	60 days
Barrett Motor Co. P.O. Box 4998 Tyler, TX 75712	***$ 12,789.00 ***Does not meet specs: Specs require dual tanks 32 gallon minimum capacity, bidding single tank with 34 gallon capacity. Specs require five P235/75R 16" minimum tires, bidding five P225/75R 16" tires.	60-90 days
Joe Grillo Olds-Dodge P.O. Box 911 Rosenberg, TX 77471	****$13,202.45 ****Does not meet specs: Specs require dual tanks 32 gallon minimum capacity, bidding single tank with 30 gallon capacity.	90 days

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RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: January 25, 1990 and February 4, 1990.

INDIVIDUAL NOTICES MAILED: 45

BID PACKETS PICKED UP OR MAILED: 10

BIDS RECEIVED: 4

24

41 0801

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Director
P.O. Box 326
Richmond, Texas 77469
Phone (713) 341-8619

February 14, 1990

Mr. Rob Cook
Constable Precinct Three
1514 Parkway Blvd
Sugar Land, Texas 77478

Dear Constable Cook:

Personnel has finished work history and reference checks on Mr. Gary Stahlheber. We have no problem with Mr. Stahlheber going to work for your department.

Sincerely,

Bill Thomas

Bill Thomas
Personnel Analyst

BT/snb

cc: Commissioner Alton Presley
County Judge Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Bob Lutts

7—B—011

Merchants BONDING CO. — Mutual —

TX 411934

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, Gary Stahlheber, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Precinct 3, his successors in office, in the sum of[2] 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 16 day of February, 19 90, duly Appointed (Elected - Appointed) to the office of Deputy Constable in and for[3] Fort Bend County in the State of Texas.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as Deputy Constable aforsaid, and shall[4] then this obligation to be void, otherwise to remain in full force and effect.

Dated this 16 day of February, 19 90.

Gary Stahlheber
Principal

MERCHANTS BONDING CO. (Mutual)
By [signature]
Vice President

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss.

Before me, Diane Reifel on this day personally appeared Gary Stahlheber known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at Stafford, Texas

this 16 day of February, 1990.

Diane Reifel
Fort Bend County, Texas.

SEAL

273—CP—1000

E 584—Class 4 (Acts 1891, S. S., Sec. 12)

41 0803

DEPUTATION

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 GARY STAHLHEBER 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 GARY STAHLHEBER 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 15th day of February 19 90.

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 15th day of February 19 90.

LEAH B. NAGY
Notary Public
STATE OF TEXAS
My Comm. Exp. NOV 3, 1993

Leah B Nagy

OATH OF OFFICE

I, GARY STAHLHEBER 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.

Gary Stahlheber

Subscribed and sworn to before me, this 15th day of February 19 90.

LEAH B. NAGY
Notary Public
STATE OF TEXAS
My Comm. Exp. NOV 3, 1993

Leah B Nagy

RECONVENE:

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

25. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR PURCHASE OF 2 OR MORE NEW CARDIAC DEFIBRILLATOR MONITORS, WITH OR WITHOUT TRADE-IN (#90-032):

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

A) PHYSIO-CONTROL CORP. $ 7,453.00

26. 2:00 P.M.-OPEN AND CONSIDER RFP'S FOR BANKING SERVICES INCLUDING DEPOSITORY PLEDGE CONTRACTS:

The following proposals were presented to Commissioners' Court for review for participating & investment services only.

A) SUGAR CREEK NATIONAL BANK
B) PRUDENTIAL-BACHE
C) FIRST NAT'L BANK OF ROSENBERG
D) TEXAS CAPITOL BANK-KATY
E) TEXAS CAPITOL BANK-RICHMOND
F) TEXAS CAPITOL BANK OF HARRIS COUNTY

The following proposals were presented to Commissioners' Court for review for banking & depository services..

A) FIRST CITY BANK OF HOUSTON
B) NCNB TEXAS-RICHMOND

27. APPROVE BILLS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve bills as presented by Robert Grayless, Auditor.

28. ADJOURNMENT:

Commissioners' Court adjourned at 2:10 p.m., Monday, February 19, 1990.

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEA 11 0805
1990

On this the 19th day of February, 1990 at a Regular Session of the Commissioners Court with the following present:

County Judge	
Commissioner, Precinct 1	
Commissioner, Precinct 2	
Commissioner, Precinct 3	absent
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: 2/19/90

Time Reconvened: _____

Time Adjourned or Recessed: _____

FORT BEND COUNTY DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 19TH day of FEBRUARY, 1990 Drainage District Board of Fort Bend County, Texas met with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BUD O'SHIELES	COMMISSIONER PRECINCT #1
BEN DENHAM	COMMISSIONER PRECINCT #2
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK
DAN GERKEN	DRAINAGE DISTRICT MANAGER

With Commissioner Pressley absent for vote.

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

1. DISCUSS AND CONSIDER CONTRACT TO DEVELOP CAPITAL IMPROVEMENT PLAN FOR BIG CREEK PROJECT WITH VANSICKLE, MICKELSON & KLEIN, INC.:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to appoint the following to serve on the Big Creek Project Advisory Board as presented by Dan Gerken, Drainage District Manager:

Stephen Costello & Stanley Kucherka - Vansickle Mickelson & Klein
Pat Gubbels - developer
Bill McClellan - developer
Willie Poncik - Mayor of Pleak
Roland Adamson - George Foundation
Larry Wilkerson - Mayor of Rosenberg

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept contract to develop Capital Improvement Plan subject to review of District Attorney-Civil Division.

2. DISCUSS AND CONSIDER SURVEYING CONTRACT ON BIG CREEK PROJECT WITH VANSICKLE, MICKELSON & KLEIN, INC.:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept surveying contract on Big Creek Project with Vansickle, Mickelson & Klein, Inc. subject to review by District Attorney-Civil Division. Funds to come from Big Creek budget.

3. PRESENTATION OF BROOKS LAKE IMPLEMENTATION PLAN BY LARRY DUNBAR, AND CONSIDER TAKING NECESSARY ACTION:

Review Brooks Lake implementation plan as presented by Larry Dunbar, contracted by Drainage District.

No court action.

4. DISCUSS PROPOSED DRAINAGE STUDY PLAN ON RABBS BAYOU:

Discussed proposed drainage study plan on Rabbs Bayou.

No court action.

CONTRACT FOR ENGINEERING SERVICES

THE STATE OF TEXAS § KNOW ALL MEN BY THE PRESENTS:
COUNTY OF FORT BEND §

THIS AGREEMENT, made and entered into by and between the FORT BEND COUNTY DRAINAGE DISTRICT, acting by and through its duly authorized governing body (hereinafter referred to as "Drainage District"), and VANSICKLE · MICKELSON & KLEIN, INC., acting by and through its duly authorized officers (hereinafter referred to as "Engineer").

WHEREAS, the Drainage District proposes and intends to develop a capital improvement plan and establish an impact fee to be assessed against future development within the Big Creek watershed for the purpose of financing a portion of the total construction costs of the first phase improvements to Big Creek,

WHEREAS, Engineer desires to perform the engineering services for the Drainage District for the hereinabove stated project (hereinafter referred to as "The Project"); and,

WHEREAS, the Drainage District desires the services of Engineer to perform the engineering services for the Drainage District for The Project,

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Drainage District and Engineer agree upon the following terms, conditions, and considerations, to wit:

I.
SCOPE OF WORK

The scope of work to be completed under this Contract shall be as follows:

A. CAPITAL IMPROVEMENT: Preparation of a summary report that documents the proposed improvements that comprise the first phase improvements within the Big Creek watershed. The report will document the description of the service area, design

considerations, capacity of existing drainage facilities utilizing hydrologic and hydraulic computer models (HEC-1 & HEC-2), proposed improvements, projected construction costs and impact fee development. This report will be utilized by Fort Bend County as the basis for establishing the impact fee to be assessed to future developments within the Big Creek watershed for the purpose of financing a portion of the total construction costs of the first phase improvements to Big Creek. It is anticipated that a majority of the technical data will be extracted from previous documents prepared for the Big Creek project.

B. AGENCY COORDINATION: Meet with representatives of Fort Bend County Drainage District, Fort Bend Flood Control Water Supply Corporation and the Big Creek Advisory Committee to discuss the technical data documented in the Capital Improvement Plan report and administration of the impact fee program.

C. PUBLIC MEETING: Preparation and attendance at the public meeting required to present the Capital Improvement Plan report and impact fee data prior to final adoption by Fort Bend County.

D. PLAN REVISIONS: If necessary, revise the Capital Improvement Plan and impact fee computation based upon comments received from the local agencies or during the public meeting.

E. PLAN ADOPTION: Present the final Capital Improvement Plan to Fort Bend County Commissioner's Court for adoption.

II.
PERIOD OF SERVICE

The Engineer agrees to begin work immediately upon execution of this Contract and to proceed diligently to completion with said work, as described in Section I. The Engineer's obligation to render services hereunder will extend for a period of 120 calendar days.

If the Drainage District, through prior Commissioner's Court Order, requests or approves significant modifications or changes in the extent of The Project, the time of performance of the Engineer's services and his various rates of compensation shall be adjusted appropriately.

III.
OWNERSHIP OF DOCUMENTS

The original preliminary sketches, notes and/or preliminary studies shall remain the property of the Engineer. All the Engineer's original tracings and drawings made pursuant to this Contract or reproducible copies thereof, of quality acceptable to the Drainage District, shall be delivered to and become the property of the Drainage District before final payment of the total fee. The Engineer has the right, however, to make and retain reproducible copies of the final report.

IV.
COMPLIANCE WITH LOCAL LAWS

It is the responsibility of the Engineer to comply strictly with the requirements of the Federal, State and local regulating agencies.

Ail reports, plans and specifications shall be submitted to the aforementioned agencies by the Engineer for review and approval.

V.
PAYMENTS

The Drainage District shall pay the Engineer for services rendered under Section I on the basis of hourly rates times a multiplier of 2.5 in accordance with the Standard Rate Schedule attached as Exhibit A.

In addition to payments provided for in the above paragraph, the Drainage District shall pay the Engineer for all Reimbursable Expenses incurred in connection with the services at invoice cost times a multiplier of 1.1.

The fee estimate for the services described in Section I is $20,000. This amount will not be exceeded without prior written amendment to this Contract.

The Engineer shall submit monthly statements for all Services rendered and for Reimbursable Expenses incurred in a form acceptable to the Drainage District. The statements will be based upon the Engineer's actual hours incurred at the time of billing. Copies of the original invoices for ail Reimbursable Expenses will be submitted with the Engineer's statement of Reimbursable Expenses.

The Drainage District shall not pay more than 90% of the fee estimate ($18,000) until such time as the Engineer has received written approval of the Capital Improvement Plan from the Texas Water Development Board.

VI.
REIMBURSABLE EXPENSES

Reimbursable expenses mean those actual expenses incurred directly or indirectly in connection with The Project for: toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications and similar Project-related items in addition to those required under Section I; expenses of computer time, and, if authorized in writing in advance by the Drainage District, overtime work requiring higher than regular pay.

VII.
TERMINATION

A. Right of Either Party to Terminate

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract.

The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice. Provided, however, in the event the failure is cured within said ten (10) day period, the notice of termination shall become ineffective.

B. Procedures Engineer to Follow Upon Receipt of Notice of Termination.

Upon receipt of a notice of termination and prior to the effective date of the termination, the Engineer shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and Contracts insofar as such orders and Contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the Engineer shall submit a statement showing, in detail, the services performed under this Contract prior to the effective date of termination.

Copies of all completed or partially completed specifications and reproducibles of all completed or partially completed designs, plans and reports shall be delivered to the Drainage District as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in the Contract. Upon the above conditions being met, the Drainage District shall promptly pay the Engineer that proporation of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

VIII.
INSURANCE

The Engineer shall secure and maintain such insurance as will protect him from claims under the Worker's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of his services under this Contract.

IX.
SUCCESSORS AND ASSIGNS

This Contract shall be binding on the heirs, successors and assigns of each party hereto. The employment by the Drainage District of Engineer to perform the services set

forth in this Contract is a personal contract and the Engineer shall not assign, sublet or transfer his interest or obligation under the provisions of this agreement without the prior written consent of the Drainage District. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Drainage District.

X.
LIABILITY

The Engineer agrees to indemnity and hold the Drainage District harmless from each and every claim, suit, judgement or damage to persons or property caused by or arising out of or in connection with the operations of the Engineer and its subcontractors, where permitted, except as any such claim, suit, judgement or damage may be due to the negligence of the Drainage District.

XI.
SUBCONTRACTS

In fulfilling its duties pursuant to this Contract, the Engineer may, subject to the prior written approval of the Drainage District, subcontract with individuals, partnerships, associations, corporations, political subdivisions, or agencies, or such other entities as it deems necessary or advisable. Such subcontracts shall in no way increase the cost to the Drainage District for any engineering services.

XII.
AUDITS AND RECORDS

At any time during normal business hours and as often as the Drainage District may reasonably deem necessary, the Engineer shall make available for examination by representatives of the Drainage District all of its records with respect to all matters covered by this Contract, and will permit representatives of the Drainage District to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement, for a period of three (3) years

from the date of completion of the services performed hereunder or for such other or longer period as may be required by applicable law.

XIII.
EQUAL EMPLOYMENT OPPORTUNITY

The Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising; layouts or terminations, selection for training, including apprenticeships; and participation in recreational activities. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or natural origin. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, excepting that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Engineer shall keep such records and submit such reports concerning the racial and ethnic origin(s) of applicants for employment and employees as the law may require. The Engineer agrees to comply with such rules, regulations or guidelines as may be issued to implement these requirements.

XIV.
MAILING ADDRESS

All notices and communications under this Contract to be mailed or delivered to the Drainage District shall be sent as follows, unless and until the Engineer is otherwise notified:

Fort Bend County Drainage District
P. O. Box 1028
3417 Avenue F
Rosenberg, Texas 77471
Attention: Mr. Daniel E. Gerken, P.E. Manager/Engineer

All notices and communications under this Contract to be mailed or delivered to the Engineer shall be sent as follows, unless and until the Drainage District is otherwise notified:

VanSickle • Mickelson & Klein, Inc.
7500 San Felipe, Suite 700
Houston, Texas 77063
Attention: Mr. Stephen C. Costello, P.E.

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XV.
AMENDMENTS

Any amendment of this Contract shall be of no effect unless in writing and signed by both parties hereto.

VMK

IN TESTIMONY OF WHICH, this instrument has been executed by the Engineer on this the 19 day of February, A.D. 19 90 and has been executed on behalf of the Drainage District by the Drainage District Board and attested by DIANNE WILSON this the 19 day of February, A.D. 19 90 in duplicate originals, both of equal force and effect.

FORT BEND COUNTY DRAINAGE DISTRICT

By: _____
County Judge

Attest: _____
County Clerk

_____
Drainage District Manager

VANSICKLE · MICKELSON & KLEIN, INC.

By: _____
President

Attest: _____
Corporate Secretary

APPROVED AS TO FORM:

_____
Assistant District Attorney - Civil Division

EXHIBIT A

STANDARD RATE SCHEDULE

Personnel:

Personnel cost is reimbursed based on a multiplier applied to "Salary Cost". "Salary Cost" for each employee is based on the employee's actual hourly wage plus benefits. Ranges of hourly "Salary Cost" by personnel classification are as follows:

Principal	60.00
Project Director	50.00
Project Manager	30.00 to 33.00
Project Surveyor	22.00 to 30.00
Project Engineer	14.00 to 22.00
Technical Support	8.00 to 22.00
Clerical Support	6.00 to 18.00

The normal multiplier for overhead expenses and fee is 2.5 times the "Salary Cost".

Field Personnel:

4 - Man Crew	$98.00/hour
3 - Man Crew	81.00/hour
2 - Man Crew	64.00/hour
Mileage	$0.40/Mile

Rates for Field Crew include normal field equipment. Electronic distance measuring equipment and expendable field supplies (i.e. hubs and lathes) are included as normal field equipment. Steel pins will be billed at our cost.

Travel and Subsistence:

All travel and subsistence expenses are invoiced at actual cost plus 10% handling. Cost of mileage on company vehicles is computed at a rate of $.35 per mile. Cost for company owned four-wheel drive vehicles is computed at a rate of $.40 per mile.

Purchased Services:

All purchased services are invoiced at actual cost plus 10% handling. These include but are not limited to reproduction, computer time, long distance telephone, subcontract services, rented or leased equipment, and expendable supplies.

Terms:

Invoices are submitted monthly for all services rendered during the previous month, and are payable "Net 15 days".

2 40 0806 K

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

March 9, 1990

The Honorable Jodie E. Stavinoha
County Judge
Fort Bend County, Texas

RE: Big Creek Project Capital Improvements and Surveying Contracts

Dear Judge Stavinoha:

The enclosed original contracts between Fort Bend County Drainage District and Vansickle, Mickelson & Klein, Inc. were accepted by Commissioners' Court on February 19, 1990 subject to the review of this office. This office recommends that the contracts be signed.

If you need further information, please call.

Very truly yours,

Portia Poindexter

Portia Poindexter
Assistant District Attorney

PP:lj

cc: Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Sam Dick, Criminal District Attorney
Dan Gerken, Manager Drainage District

RECEIVED
MAR 9 1990
COUNTY JUDGE

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

DDB HZ
40 0806-L

VMK

CONTRACT FOR ENGINEERING SERVICES

THE STATE OF TEXAS § KNOW ALL MEN BY THE PRESENTS:
COUNTY OF FORT BEND §

THIS AGREEMENT, made and entered into by and between the FORT BEND COUNTY DRAINAGE DISTRICT, acting by and through its duly authorized governing body (hereinafter referred to as "Drainage District"), and VANSICKLE · MICKELSON & KLEIN, INC., acting by and through its duly authorized officers (hereinafter referred to as "Engineer").

WHEREAS, the Drainage District proposes and intends to acquire the ultimate right-of-way on Big Creek from the Big Creek By-Pass Channel upstream to the confluence of Cottonwood and Coon Creeks; and,

WHEREAS, the Drainage District proposes and intends to obtain field survey information on the existing Big Creek channel from the Big Creek By-Pass Channel upstream to the confluence of Cottonwood and Coon Creeks to facilitate design of the proposed channel improvements along Big Creek; and,

WHEREAS, Engineer desires to perform the engineering and surveying services for the Drainage District for the hereinabove stated projects (hereinafter referred to as "The Project"); and,

WHEREAS, the Drainage District desires the services of Engineer to perform the engineering and surveying services for the Drainage District for The Project,

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Drainage District and Engineer agree upon the following terms, conditions, and considerations, to wit:

I.
SCOPE OF WORK

The project will be completed in three separate phases to coincide with the anticipated construction contracts for the construction of the proposed improvements.

Phase I is defined as the work occurring in the reach from the Dry Creek confluence with Big Creek to the F.M. 762 bridge crossing of Big Creek. Phase II is defined as the work occurring in the reach from F.M. 762 to the Gless - Big Creek Road bridge crossing of Big Creek. Phase III is defined as the work occurring in the reach from Gless - Big Creek Road to the Hartledge Road bridge crossing of Big Creek near the confluence of Cottonwood and Coon Creeks. The scope of work to be completed under this Contract, for each phase of the Project, shall be as follows:

RIGHT-OF-WAY MAPPING AND FIELD SURVEYS

- RESEARCH
  - Obtain necessary deeds, including the subject tracts and all adjoiners subject to conflict with existing easements, and create a record deed plat.

- HORIZONTAL CONTROL AND VERTICAL CONTROL
  - Establish recoverable traverse control for the project.
  - Permanent control monuments will be set and referenced at intervals not to exceed 2500 feet and at all easement right-of-way corners, angle points, points of curvature, etc. except where deemed unnecessary by the Drainage District.
  - Establish temporary benchmarks from existing control monuments at intervals not to exceed 2500 feet.

- PROPERTY CORNER TIES
  - Locate and tie found monuments of subject tracts and all adjoiners subject to conflict with the existing easements to traverse control.

- CALCULATIONS & PLOT
  - Construct existing and proposed easement deeds (route map) and prepare a computer plot at a scale of 1" = 200'. This plot will be signed and sealed by a Registered Professional Land Surveyor and certified that the survey was conducted under and meets the Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition IV Survey. A metes and bounds legal description of the easement suitable to be filed as part of a revised deed will also be provided to the Drainage District along with coordinates and descriptions and exhibit of all points generated for

this survey. A parcel map with separate metes and bounds legal description will be prepared for all of the proposed easements tracts required to facilitate construction of the Project.

DESIGN FIELD SURVEYS

- FIELD SURVEYS AND OFFICE SUPPORT
  - Set baseline and provide design survey data of the Big Creek channel from the confluence of Dry Creek and the proposed Big Creek By-Pass Channel upstream to the confluence of Cottonwood and Coon Creeks. Cross sections, the width of the existing and/or proposed easement, will be taken at intervals not to exceed 200 feet along the channel length. Cross sections will also be taken at locations where additional design data is required. These will include but are not limited to the following: bridge crossings, intersecting drainage channels, pipeline crossings, etc.

II.
PERIOD OF SERVICE

The Engineer agrees to begin work on the Phase I portion of the Project immediately upon execution of this Contract and to proceed diligently to completion with said work, as described in Section I. Work on the Phase II and III of the Project will not begin without prior written authorization from the Drainage District. The Engineer's obligation to render services hereunder will extend for a period which may reasonably be required for completion of the projects.

If the Drainage District, through prior Commissioner's Court Order, requests or approves significant modifications or changes in the extent of The Project, the time of performance of the Engineer's services and his various rates of compensation shall be adjusted appropriately.

III.
OWNERSHIP OF DOCUMENTS

The original preliminary sketches, notes and/or preliminary studies shall remain the property of the Engineer. All the Engineer's original tracings and drawings made pursuant to this Contract or reproducible copies thereof, of quality acceptable to the Drainage District, shall be delivered to and become the property of the Drainage District before final payment of the total fee. The Engineer has the right, however, to make and retain reproducible copies of the final documents.

IV.
COMPLIANCE WITH LOCAL LAWS

It is the responsibility of the Engineer to comply strictly with the requirements of the Federal, State and local regulating agencies. Any complaints about surveying services covered under this contract may be made to the Texas Board of Professional Land Surveying, 7701 North Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427.

All reports, plans and specifications shall be submitted to the aforementioned agencies by the Engineer for review and approval.

V.
PAYMENTS

The Drainage District shall pay the Engineer for services rendered under Section I on the basis of hourly rates times a multiplier of 2.5 in accordance with the Standard Rate Schedule attached as Exhibit A.

In addition to payments provided for in the above paragraph, the Drainage District shall pay the Engineer for all Reimbursable Expenses incurred in connection with the services at invoice cost times a multiplier of 1.1.

The fee estimate for the services described in Section I is $162,000 for the right-of-way mapping and field surveys (ROW) and $223,500 for the design field survey (DFS). These fees may be subdivided as follows:

Phase I	$103,000	$43,000 (ROW)	$60,000 (DFS)
Phase II	$133,500	$56,000 (ROW)	$77,500 (DFS)
Phase III	$149,000	$63,000 (ROW)	$86,000 (DFS)

The above figures are computed for budgetary use in monitoring progress of the work effort. Amounts within each category and phase may or may not be exceeded, so long as the total contract amount of ($385,500) three hundred and eighty five thousand and five hundred dollars is not exceeded without prior written amendment to this Contract. However, no payment over the budget for work in each phase stated herein shall be made until the work in the subsequent phase is completed and additional funds are available from the subsequent phase budget.

The Engineer shall submit monthly statements for all Services rendered and for Reimbursable Expenses incurred in a form acceptable to the Drainage District. The statements will be based upon the Engineer's actual hours incurred at the time of billing. Copies of the original invoices for all Reimbursable Expenses will be submitted with the Engineer's statement of Reimbursable Expenses.

VI.
REIMBURSABLE EXPENSES

Reimbursable expenses mean those actual expenses incurred directly or indirectly in connection with The Project for: toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications and similar Project-related items in addition to those required under Section I; expenses of computer time and, if authorized in writing in advance by the Drainage District, overtime work requiring higher than regular pay.

VII.
TERMINATION

A. Right of Either Party to Terminate

This Contract may be terminated by either party for substantial failure by the other party to perform (through no fault of the terminating party) in accordance with the terms of this Contract.

The terminating party must issue a signed, written notice of termination (citing this paragraph) to the other party which shall take effect on the tenth day following receipt of said notice. Provided, however, in the event the failure is cured within said ten (10) day period, the notice of termination shall become ineffective.

B. Procedures Engineer to Follow Upon Receipt of Notice of Termination.

Upon receipt of a notice of termination and prior to the effective date of the termination, the Engineer shall, unless the notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all existing orders and Contracts insofar as such orders and Contracts are chargeable to this Contract. Within thirty (30) days after receipt of the notice of termination, the Engineer shall submit a statement showing, in detail, the services performed under this Contract prior to the effective date of termination.

Copies of all completed or partially completed specifications and reproducibles of all completed or partially completed designs, plans and reports shall be delivered to the Drainage District as a pre-condition to final payment. These documents shall be subject to the restrictions and conditions set forth in the Contract. Upon the above conditions being met, the Drainage District shall promptly pay the Engineer that proporation of the prescribed fee which the services actually performed under this Contract bear to the total services called for under this Contract, less previous payments of the fee.

VIII.
INSURANCE

The Engineer shall secure and maintain such insurance as will protect him from claims under the Worker's Compensation Act and from claims for bodily injury, death or property damage which may arise from the performance of his services under this Contract.

IX.
SUCCESSORS AND ASSIGNS

This Contract shall be binding on the heirs, successors and assigns of each party hereto. The employment by the Drainage District of Engineer to perform the services set

forth in this Contract is a personal contract and the Engineer shall not assign, sublet or transfer his interest or obligation under the provisions of this agreement without the prior written consent of the Drainage District. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Drainage District.

X.
LIABILITY

The Engineer agrees to indemnity and hold the Drainage District harmless from each and every claim, suit, judgement or damage to persons or property caused by or arising out of or in connection with the operations of the Engineer and its subcontractors, where permitted, except as any such claim, suit, judgement or damage may be due to the negligence of the Drainage District.

XI.
SUBCONTRACTS

In fulfilling its duties pursuant to this Contract, the Engineer may, subject to the prior written approval of the Drainage District, subcontract with individuals, partnerships, associations, corporations, political subdivisions, or agencies, or such other entities as it deems necessary or advisable. Such subcontracts shall in no way increase the cost to the Drainage District for any engineering services.

XII.
AUDITS AND RECORDS

At any time during normal business hours and as often as the Drainage District may reasonably deem necessary, the Engineer shall make available for examination by representatives of the Drainage District all of its records with respect to all matters covered by this Contract, and will permit representatives of the Drainage District to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement, for a period of three (3) years

from the date of completion of the services performed hereunder or for such other or longer period as may be required by applicable law.

XIII.
EQUAL EMPLOYMENT OPPORTUNITY

The Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising; layouts or terminations, selection for training, including apprenticeships; and participation in recreational activities. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or natural origin. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, excepting that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Engineer shall keep such records and submit such reports concerning the racial and ethnic origin(s) of applicants for employment and employees as the law may require. The Engineer agrees to comply with such rules, regulations or guidelines as may be issued to implement these requirements.

XIV.
MAILING ADDRESS

All notices and communications under this Contract to be mailed or delivered to the Drainage District shall be sent as follows, unless and until the Engineer is otherwise notified:

Fort Bend County Drainage District
P. O. Box 1028
3417 Avenue F
Rosenberg, Texas 77471
Attention: Mr. Daniel E. Gerken, P.E. Manager/Engineer

All notices and communications under this Contract to be mailed or delivered to the Engineer shall be sent as follows, unless and until the Drainage District is otherwise notified:

VanSickle • Mickelson & Klein, Inc.
7500 San Felipe, Suite 700
Houston, Texas 77063
Attention: Mr. Stephen C. Costello, P.E.

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XV.
AMENDMENTS

Any amendment of this Contract shall be of no effect unless in writing and signed by both parties hereto.

VMK

IN TESTIMONY OF WHICH, this instrument has been executed by the Engineer on this the 19 day of FEBRUARY, A.D. 19 90 and has been executed on behalf of the Drainage District by the Drainage District Board and attested by DIANNE WILSON this the 19 day of FEBRUARY, A.D. 19 90 in duplicate originals, both of equal force and effect.

FORT BEND COUNTY DRAINAGE DISTRICT

By: John E. Stavinoha
County Judge

Attest: Dianne Wilson
County Clerk

Drainage District Manager

VANSICKLE · MICKELSON & KLEIN, INC.

By: John Michelson Jr
President

Attest: Donald Van Sickle
Corporate Secretary

APPROVED AS TO FORM:

Assistant District Attorney - Civil Division

EXHIBIT A

STANDARD RATE SCHEDULE

Personnel:

Personnel cost is reimbursed based on a multiplier applied to "Salary Cost". "Salary Cost" for each employee is based on the employee's actual hourly wage plus benefits. Ranges of hourly "Salary Cost" by personnel classification are as follows:

Principal	60.00
Project Director	50.00
Project Manager	30.00 to 33.00
Project Surveyor	22.00 to 30.00
Project Engineer	14.00 to 22.00
Technical Support	8.00 to 22.00
Clerical Support	6.00 to 18.00

The normal multiplier for overhead expenses and fee is 2.5 times the "Salary Cost".

Field Personnel:

4 - Man Crew	$98.00/hour
3 - Man Crew	81.00/hour
2 - Man Crew	64.00/hour
Mileage	$0.40/Mile

Rates for Field Crew include normal field equipment. Electronic distance measuring equipment and expendable field supplies (i.e. hubs and lathes) are included as normal field equipment. Steel pins will be billed at our cost.

Travel and Subsistence:

All travel and subsistence expenses are invoiced at actual cost plus 10% handling. Cost of mileage on company vehicles is computed at a rate of $.35 per mile. Cost for company owned four-wheel drive vehicles is computed at a rate of $.40 per mile.

Purchased Services:

All purchased services are invoiced at actual cost plus 10% handling. These include but are not limited to reproduction, computer time, long distance telephone, subcontract services, rented or leased equipment, and expendable supplies.

Terms:

Invoices are submitted monthly for all services rendered during the previous month, and are payable "Net 15 days".

41 0807

IMPLEMENTATION PROGRAM
FOR
THE MASTER DRAINAGE PLAN
FOR
THE BROOKS LAKE SERVICE AREA

Prepared for:
Fort Bend County Drainage District
P. O. Box 1028
Rosenberg, Texas 77471

Prepared by:
Larry G. Dunbar, Esq.
Evans, Kosut & Reed
Three Riverway, Suite 1776
Houston, Texas 77056

February, 1990

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IMPLEMENTATION PROGRAM FOR THE MASTER DRAINAGE PLAN FOR THE BROOKS LAKE SERVICE AREA

I. INTRODUCTION

The Fort Bend County Drainage District (FBCDD) Board directed the District's Engineer/Manager to take the necessary steps for reducing the flooding problems in the Middle Oyster Creek Service Area after prolonged flooding of streets and adjacent properties in portions of the First Colony Levee Improvement District (FCLID) occurred in August, 1989 (see Exhibit No. 1).[1] Fort Bend County and the FBCDD had begun a major construction project along Middle Oyster Creek that is intended to significantly reduce the flood levels expected to occur in this stretch of Oyster Creek.[2] This construction project, however, has a completion date set for approximately three (3) years from now, assuming all of the required right-of-way is obtained within a reasonable period of time.[3] Thus, it was this concern about the recurrence of prolonged street ponding prior to the completion of the construction project that prompted the FBCDD Board to take some action towards reducing the flooding problem in the interim.

In the design of the drainage improvements being constructed in Middle Oyster Creek, certain assumptions were made pertaining to the limited amount of water that would be allowed to proceed

downstream into Middle Oyster Creek from areas upstream.[4] Since the majority of this upstream floodwater is currently being generated within the Brooks Lake Service Area, the FBCDD decided to accelerate the implementation of portions of the Master Drainage Plan for the Brooks Lake Service Area so as to provide some immediate relief to the homeowners in the FCLID area by reducing the duration of street ponding attributable to floodwaters from Middle Oyster Creek.[5] Due to the large number of political entities involved in drainage and water supply matters in the Oyster Creek Watershed and the complex technical and legal issues that may arise in attempting to implement changes in the flood control system of the Oyster Creek Watershed, especially in the Brooks Lake Service Area, the FBCDD retained Evans, Kosut & Reed to assist the District in developing a program for implementing flood control improvements in the Brooks Lake Service Area.[6]

This report presents the implementation program for the Master Drainage Plan for the Brooks Lake Service Area.

II. BACKGROUND

1. Brooks Lake Service Area's Major Drainage System

As shown on Exhibit No. 1, the Brooks Lake Service Area has been designated by the FBCDD as that portion of the Oyster Creek Watershed located between the Galveston County Water Authority's (GCWA) Dams 1 and 2, encompassing much of the City of Sugar Land; that portion of the Oyster Creek Watershed upstream of Dam 1 has been designated as the Upper Oyster Creek Service Area; and similarly, the portion of the watershed downstream of Dam 3 has been designated as the Middle Oyster Creek Service Area.[7]

Oyster Creek serves as the major drainage outlet for the Brooks Lake Service Area, carrying storm runoff away from the area and towards the Brazos River. But the creek is also used by the GCWA as part of its water supply canal system.

The GCWA operates three dams in Oyster Creek in the vicinity of the City of Sugar Land, as shown on Exhibit No. 2, for the purposes of (1) maintaining water levels for industrial and other water users (e.g. Imperial Sugar) who pump water from the creek, and (2) storing water for downstream users along the GCWA's water supply canal system.[8] During dry weather conditions, the GCWA uses stop logs at its Dams 2 and 3 to store water and sustain desired water levels.[9] This results in generally constant water levels being maintained in the creek in the vicinity of the Brooks Lake Service Area. For example, at Dam 2, the normal operating water

levels are generally between 27 inches and 31 inches above the crest of the dam, which is assumed to be at elevation 69.5 ft-NGVD (1973 datum adj.).[10] During storm conditions, however, the GCWA removes the stop logs so that the full capacity of the dams can be utilized to convey floodwaters downstream.[11]

The Fort Bend County Levee Improvement District No. 2 (FBCLID2), created in 1975 and located adjacent to Oyster Creek, constructed its external drainage system so that, among other things, it would handle the natural overflows from Oyster Creek that would need to be diverted as a result of the construction of the levee.[12] The Fort Bend County Drainage District Engineer, anticipating the drainage needs of future development in the area, requested the FBCLID2 to provide excess capacity in its external drainage system so that up to 4000 cfs could be diverted into it from Oyster Creek, assuming only 500 cfs then would be allowed to pass over Dam 2 and proceed downstream into Middle Oyster Creek during a 100-year flood event.[13] As a result, the diversion channel that was constructed along the northern boundary of the FBCLID2, connecting Brooks Lake and Oyster Creek to the FBCLID2's external channel (designated then as Ditch H and now as Ditch II-H), which empties into the Brazos River, was designed to carry up to 4000 cfs.[14]

To preserve the water levels required by the water supply system of the GCWA (which at that time was maintained by the Brazos River Authority), while at the same time being able to divert

floodwaters as needed, the FBCLID2 constructed three large Amil gates in the diversion channel having a total flow capacity of approximately 4,000 cfs with a design water level of 72.8 ft-NGVD (1973 datum adj.).[15] The engineering firm of Turner, Collie and Braden, Inc. (TC&B) prepared the plans and specifications for constructing the Brooks Lake diversion channel and installing the Amil gates.[16] In addition, thirteen (13) 108-inch diameter culverts with flap gates were installed under the State Highway 6 crossing for the diversion channel.[17] Also, twenty-one (21) 84-inch diameter culverts were placed under the Spur 58 crossing.[18]

For some reason, a metal stop log was placed immediately upstream of the middle Amil gate at the time of installation which effectively prevents that gate from opening.[19] Up until recently, the remaining two functional gates were thought to be adequate to convey the flood flows, under existing development conditions, that would need to be diverted out of Oyster Creek during a 100-year storm event.[20] However, a recent study conducted for the FBCDD on Upper Oyster Creek indicated sufficient development has occurred in the Brooks Lake Service Area such that the full flow capacity of all three Amil gates was needed.[21]

At the time the Amil gates were installed, there existed abnormal tailwater conditions which prevented a proper testing of the gate operations as they would be under normal conditions.[22] Therefore, an adjustment to the ballasting of the gates was made so that the desired upstream water levels would be maintained

during these abnormal conditions, with instructions for future readjustment once downstream conditions normalized.[23] No documentation was found indicating that this readjustment had ever been performed nor that any test had been subsequently conducted, prior to 1987, to verify the gate operations.

In 1987, the FBCLID2 conducted a test to determine at what water level the two functional Amil gates opened (i.e. achieved positive lift).[24] The results of the FBCLID2 test showed that the northern-most gate apparently first began to crack open at a water elevation of 72.45 ft-NGVD (1973 datum adj.), and then achieved positive lift (i.e. floating on water) at 72.6 ft-NGVD (1973 datum adj.).[25] From past experience it was concluded that the southern-most gate would achieve positive lift at approximately 72.8 ft-NGVD (1973 datum adj.).[26] This compares to the design elevations of 72.5 ft-NGVD (1973 datum adj.) at which the gates are to achieve positive lift and 72.8 ft-NGVD (1973 datum adj.) at which the gates are to be fully open.[27] There has been no verification of the water level that would occur immediately upstream of the gates when operating at their fully-open position or when passing their full design flow, but it has been suggested that it could be as high as 74.0 ft-NGVD (1973 datum adj.).[28]

2. <u>Current Flooding Problems along Middle Oyster Creek</u>

As the Houston metropolitan area expanded during the 1970's and 1980's, development extended westward into Fort Bend County. As such, land development in the Oyster Creek Watershed

generally occurred in the vicinity of the Cities of Sugar Land, Missouri City and Stafford, which encompasses most of the Brooks Lake Service Area and the upper portion of the Middle Oyster Creek Watershed. The Flood Insurance Studies (FIS) conducted for Oyster Creek in the late 1970's and completed in the early 1980's indicated the 100-year flood profile in Middle Oyster Creek (downstream of Dam 3) was well within the channel banks, assuming a peak discharge of 800 cfs was flowing over Dam 2.[29] Presumably, development proceeded on the basis that this flood profile was accurate and would not increase significantly along Middle Oyster Creek downstream of Dam 3 as development occurred throughout the watershed, since storm sewers and street grades were designed apparently in accordance with a 25-year flood level that corresponded to these FIS flood profiles in Middle Oyster Creek.[30] Unfortunately, certain subdivisions adjacent to Middle Oyster Creek began to experience more frequent and prolonged street ponding than had been originally expected, as flood waters from Middle Oyster Creek backed up storm sewers, rising close to house slabs and making some streets impassable for up to 3 days.[31]

3. Developing the Master Drainage Plan for Middle Oyster Creek

When the flooding problems noted above first became apparent, both the City of Missouri City and the FBCDD initiated engineering studies to determine how to correct these flooding problems in the Middle Oyster Creek Watershed and how to prevent

future problems from occurring as the remaining areas in the watershed developed.[32] These two studies were coordinated and the results of both indicated that the existing 100-year flood profile was estimated to be as much as four feet higher than the FIS profile along Middle Oyster Creek.[33] The solution to the flooding problems recommended in the final report to the FBCDD was to lower the existing flood levels to approximate the FIS flood profile by performing channel improvements along most of Middle Oyster Creek, extending them to the Brazos River via Flat Bank Creek, and to construct detention facilities in Stafford Run, a major tributary to Middle Oyster Creek.[34] This Master Drainage Plan for Middle Oyster Creek was reviewed by many of the local entities concerned with the problems and was subsequently adopted by the Fort Bend County Commissioner's Court in 1987, whereby efforts began immediately to obtain funding for implementing the first phase of these improvements (designated as the Capital Improvements Plan) at a cost exceeding $20 million.[35] In 1989 bonds were issued by the Texas Water Development Board to the Fort Bend Flood Control Water Supply Corporation (a non-profit organization created by Fort Bend County to coordinate and conduct major flood control projects on behalf of and under the direction of the Fort Bend County Commissioner's Court) to begin construction of the Capital Improvements Plan for the Middle Oyster Creek Area.[36] It is currently estimated that it will take approximately three years to complete the project, assuming the remaining right-of-way can be

acquired within a reasonable period of time; but, until then, the existing street flooding problems are expected to continue in the Middle Oyster Creek Area.[37]

III. MASTER DRAINAGE PLAN

In developing the Master Drainage Plan for the Middle Oyster Creek Area, certain assumptions were made concerning flows entering Middle Oyster Creek, especially those originating from the Brooks Lake Service Area. The 1987 Master Drainage Study for the Oyster Creek Watershed had indicated that, under ultimate development conditions in the Brooks Lake Service Area, 900 cfs would be the estimated peak flow over Dam 2 during the 100-year storm event, with 3700 cfs being redirected away from Oyster Creek upstream of Dam 2, through the Brooks Lake Diversion Channel and the Amil gates, and into Ditch II-H, eventually emptying into the Brazos River.[38] These discharge values differed slightly from those assumed in previous studies; but the Capital Improvements Plan for the Middle Oyster Creek Area was designed to handle 900 cfs coming over Dam 2, and 3700 cfs was well within the design capacity for the Amil gates and the Brooks Lake Diversion Channel. The combined flow value of 4600 cfs, being the 100-year peak discharge computed for Oyster Creek at the confluence with Brooks Lake for ultimate development conditions assuming average density, was determined on the basis that flood flows from the Upper Oyster Creek Watershed would be redirected upstream of Dam 1 and conveyed directly towards the Brazos River.[39] Under these assumptions, no additional channel improvements were recommended in the Master Drainage Study for Oyster Creek between Dam 1 and Dulles Avenue, which is located

approximately 2-1/2 miles downstream of Dam 3.[40]

The Master Drainage Plan for the Brooks Lake Service Area was developed to handle these flows and produce the desired flow split. In order to pass 3700 cfs through the Brooks Lake Diversion System it was determined in the Master Drainage Study that all three (3) Amil gates needed to be fully functional and capable of being completely open with an upstream water level of 72.8 ft-NGVD (1973 datum adj.).[41] It was also noted that for the 100-year design flow, only 1.9 feet of head loss was to occur in the Brooks Lake Channel System from upstream of the Amil gates to the confluence with Oyster Creek.[42] An engineering report prepared by FBCLID2 in 1988 suggested that the head loss in that channel reach may be much greater than 1.9 feet for the design flow conditions, due primarily to the inadequacy of the current channel section along Brooks Lake itself.[43] It was estimated in that report that up to 70 feet of widening in that channel reach would be needed to produce the desired water surface elevation at the Oyster Creek confluence.[44]

Based on the information above, the Master Drainage Plan for the Brooks Lake Service Area can be summarized as follows:

(1) All flood flows originating upstream of Dam 1 will be redirected from Oyster Creek at or upstream of Dam 1 and towards the Brazos River, thereby bypassing the Brooks Lake Service Area.

(2) The 100-year peak discharges generated downstream of Dam 1 under ultimate development conditions will be either adequately conveyed in the existing Oyster Creek channel or diverted out of

the channel so that there will be no need for any channel improvements to the creek itself between Dam 1 and Dulles Avenue.

(3) The 100-year peak discharge of 4600 cfs, computed at the confluence of Oyster Creek and Brooks Lake (assuming ultimate development conditions), will produce a corresponding water level of approximately 74.7 ft-NGVD (1973 datum adj.), such that 3700 cfs will be conveyed through the Brooks Lake Diversion System and 900 cfs will flow over Dam 2.

(4) The channel improvements being constructed in Middle Oyster Creek will handle a peak flow of 900 cfs coming over Dam 2 during the 100-year storm event.

(5) The design flow of 3700 cfs will pass through the Brooks Lake Diversion System, while maintaining the 100-year design water level in Oyster Creek of 74.7 ft-NGVD (1973 datum adj.) at the confluence with Brooks Lake, under the following conditions:

(a) All three (3) Amil gates being functional;

(b) All three (3) Amil gates being capable of passing their maximum design flow while maintaining a corresponding water level of 72.8 ft-NGVD (1973 datum adj.) immediately upstream of the gates; and

(c) The maximum head loss along the Brooks Lake Diversion System, from upstream of the Amil gates, through the Spur 58 culverts and to Oyster Creek, being 1.9 feet.

IV. IMPLEMENTATION PROGRAM

The recently completed study conducted for the FBCDD on developing an implementation program for the Master Drainage Plan for the Upper Oyster Creek Watershed indicated that the 100-year flood profile upstream of Dam 2 under existing conditions exceeds the ultimate design flood profile as established in the 1987 Master Drainage Study for Oyster Creek, while the existing 100-year peak discharge for that channel reach was shown to be approximately equal to the ultimate design flow.[45] These results suggested the need for the FBCDD to begin implementing its Master Drainage Plan for the Brooks Lake Service Area, as detailed in Section III herein. However, the current threat of repeated flooding in the Middle Oyster Creek area has prompted accelerating implementation of certain portions of the Plan to help reduce the duration of downstream flooding in the Middle Oyster Creek area until the more complete solution from the on-going construction project in that area can be accomplished.

The following, therefore, is the recommended program for implementing the Master Drainage Plan for the Brooks Lake Service Area to meet the above needs:

1. <u>Make the Third Amil Gate Functional</u>

   a. Action to be Taken:

      Recent studies indicate current conditions are such that, for the 100-year design storm, a peak discharge

rate of approximately 3700 cfs will be generated and expected to pass through the Brooks Lake Diversion System. For this system to pass such a flow rate, all three (3) Amil gates must be functioning, in addition to other requirements. Therefore, the metal stop-log currently located in front of the middle Amil gate must be removed.

b. Responsible Parties:

The FBCLID2, being the owner and operator of the Amil gates, is responsible for carrying out the action to be taken as mentioned above.

The GCWA, being responsible for the water supply canal system in this area, has considerable interest in any action to be taken with regard to the operation of the Amil gates, and therefore any such action should be coordinated with the GCWA.

The FBCDD, having overall drainage authority within the county, has particular interest in the Brooks Lake Service Area, as being an integral part of the drainage scheme for the entire Oyster Creek Watershed. This suggests that the FBCDD take the lead role in coordinating with the responsible parties in making the change to the Amil gate system as noted above. In addition, other interested parties (e.g. appropriate cities, districts and industries) should be notified and

kept informed of the actions to be taken.

c. Current Status:

The FBCDD submitted a letter dated November 6, 1989 to the FBCLID2 requesting the removal of the stop-log located in front of the middle Amil gate, at the expense of FBCLID2, and the furnishing of a time-table by which the FBCLID2 would be able to implement this request. A copy of this letter was furnished to the GCWA and other interested parties. The FBCLID2 Board, at its Regular Session Meetings on November 17 and December 6, 1989, directed the FBCLID2 operator (Eco Resources, Inc.) to prepare a procedure for and initiate testing of the middle gate to determine that the gate is totally ready for operation prior to removal of the stop-log, and to coordinate this with the FBCDD. The FBCLID2 Board also requested that the FBCDD consider taking over responsibility for the Amil gates and for other drainage facilities which the FBCLID2 maintain that are located outside of its leveed area.

The testing of the middle gate was conducted by the FBCLID2 in cooperation with the FBCDD and the GCWA during December 1989 and January 1990. Currently, the FBCLID2 is making provisions for the maintenance of the middle gate before removal of the metal stop-log.

d. Recommendations:

The FBCDD should continue working with the FBCLID2 in making the third Amil gate operational and coordinate this effort with the GCWA and other interested parties. Consideration should also be given to selecting a convenient location to store the metal stop-log for future use, if necessary, to conduct maintenance or repair work on any of the gates.

Finally, the FBCDD should investigate whether its accepting all or some of the responsibility for the Amil gates and the other drainage facilities, as requested by the FBCLID2, would be in the best interest of the county, and then respond to the FBCLID2 as appropriate.

2. Verify the Maximum Operating Level of the Amil Gate

a. Action to be Taken:

There is some uncertainty as to the headwater elevation at which the gates, as currently balanced, would be fully open and passing their design flow of 4,000 cfs.[46] Unfortunately, it is unlikely that a test can be conducted to verify that the Amil gates will be fully open and passing their maximum design flow with the design headwater elevation of 72.8 ft-NGVD (1973 datum adj.). However, measures could be taken to determine with some degree of confidence that the gates would operate as designed during maximum design flow conditions. For example, by establishing a record of

water levels that occur at the Amil gates, along with the opening of the gates themselves, data could be generated from which computations could be made showing the expected operation of the system under design conditions. If it were found to be otherwise, appropriate adjustments to the gate ballasting hopefully could be made.

Information provided by the manufacturer of the Amil gates shows a procedure for adjusting the ballast of the gate to change the water levels at which the gates first achieve positive lift and when they are fully open.[47] Also, the manufacturer has indicated that the elevation of the gate axis is generally the elevation at which the maximum design water level should be adjusted.[48] According to the construction plans for the Amil gates prepared by TC&B, the gate axis was to be set at 72.8 ft-NGVD (1973 datum adj.), which is also the design water level.[49] Thus, the current ballasting of the gates should theoretically be such so as to produce the headwater elevation of 72.8 ft-NGVD (1973 datum adj.) during maximum design flow conditions. Confirmation that the current gate ballast will achieve this should be made. If necessary, the ballasting of all three gates should then be adjusted, if possible, so that the water level at which the gates would be fully open is equal to the axis of the gates, which is presumably at 72.8 ft-NGVD

(1973 datum adj.).

b. Responsible Parties:

The FBCLID2, as owner and operator of the Amil gates, should be the responsible entity for verifying that the Amil gates operate as designed and will do so during the maximum design condition.

As mentioned previously, there are many interested parties concerned with the operation of the Amil gates, during both dry-weather conditions and flood conditions.

The FBCDD recognizes that the Amil gates play an important role in the overall flood control scheme for the Brooks Lake Service Area, as well as the Middle Oyster Creek Watershed, and therefore has taken the lead role in pursuing the development and implementation of Master Drainage Plans in the Oyster Creek watershed, while coordinating these activities among the various interested parties.

c. Current Status:

The FBCDD has recently completed some survey work in the Brooks Lake Service Area from which it has been established that the elevation of the axis of the Amil gates is currently at elevation 72.92 ft-NGVD (1973 datum adjustment).[50]

It has also been observed that there are small metal gages currently located adjacent to the two outside Amil

gates from which the extent of opening of these gates can be measured.[51]

d. Recommendations:

The FBCDD needs to pursue obtaining sufficient information for establishing, to the satisfaction of the FBCDD and others, that the Amil gates will maintain the design headwater elevation of 72.8 ft-NGVD (1973 datum adj.) under full design flow conditions of 4,000 cfs, especially if the FBCDD is to consider taking over all or some of the responsibility for the gates, as well as the other drainage facilities. Collection of data from which the design performance of the system can be verified should also be pursued.

3. Adjust the Minimum Operating Level of the Amil Gates

a. Action to be Taken:

As with the maximum headwater elevation, a similar adjustment of the gate ballast can be made to change the water level at which the gates first open and then achieve positive lift. However, there is a physical limit as to how low the opening of the gate can be adjusted, as well as the limitation of avoiding interference with the water supply operations of the GCWA and its water users (e.g. Imperial Sugar). Discussions between the FBCDD, the GCWA and other involved entities concerning the lowest water level at which the gates

could be allowed to operate, without interfering with the normal operations of the GCWA's water supply canal system, have resulted in establishing an elevation of 72.3 ft-NGVD (1973 datum adj.) as an acceptable water level at which the gates could be adjusted to first achieve positive lift.[52] Since it is desireable to have the Amil gates transporting flood waters away from Oyster Creek and towards the Brazos River as soon as possible and for as long as possible during a flood event, given the overall drainage scheme for this area, the operation of the Amil gates should be adjusted so that they will first achieve positive lift at elevation 72.3 ft-NGVD (1973 datum adj.).

b. Responsible Parties:

The FBCLID2, as owner and operator of the Amil gates, should be the responsible entity to make the necessary change in the operating level of the Amil gates.

The FBCDD, recognizing the importance of the Amil gate operations to the overall drainage scheme for the Oyster Creek Watershed, should coordinate this effort.

The GCWA, as operator of the dams that maintain the water supply system in Oyster Creek, should be advised of any actions that might interfere with that system, and any such changes need to be closely coordinated with the

GCWA.

c. Current Status:

The FBCDD submitted a letter dated November 6, 1989 to the FBCLID2 requesting the operating level of the Amil gates be changed so that they first achieve positive lift at a headwater elevation of 72.3 ft-NGVD (1973 datum adj.). Confirmation of the acceptability of that elevation to the GCWA and other entities was obtained during a meeting as noted in a FBCDD Memorandum dated November 9, 1989.

The FBCLID2, at its Regular Session Meeting held on December 6, 1989, authorized the FBCLID2 operator to lower the operating level of the Amil gates to elevation 72.3 ft-NGVD (1973 datum adj.) in conjunction with the testing of the middle gate prior to the removal of the metal stop-log, and to coordinate this effort with the FBCDD.

All three Amil gates were adjusted by the FBCLID2 operator, in cooperation with the FBCDD and the GCWA, during December 1989 and January 1990, and tests have been run to verify that these gates open when the upstream water surface elevation reaches approximately 72.3 ft-NGVD (1973 datum adj.)[53].

d. Recommendations:

Further investigation should be considered by the

FBCDD into determining the absolute minimum elevation at which these Amil gates could be set.

4. Improve the Brooks Lake Channel System

a. Action to be Taken:

The FBCLID2 engineering report of 1988 indicated the head loss between the Amil gates and Oyster Creek exceeded the design value of 1.9 feet, primarily due to the inadequacy of the channel reach between Brooks Lake and Oyster Creek.[54] This situation needs to be investigated and, if necessary, corrected so that the Oyster Creek and Brooks Lake drainage systems can function as designed. An engineering analysis should be conducted to determine the head loss existing in the Brooks Lake channel system and the improvements needed to the system so that it provides the design flow capacity with an acceptable flood profile.

b. Responsible Parties:

The FBCLID2 is responsible for the proper operation of the Brooks Lake Diversion Channel from the Highway 6 culverts upstream through the Amil gates and the Spur 58 culverts to the centerline of Brooks Lake, as being part of the originally designed and constructed external drainage system which the FBCLID2 owns and operates.

It is unclear who is responsible for providing sufficient flow capacity in the remaining channel section

from Brooks Lake to Oyster Creek, since no entity has yet to claim such responsibility.[55]

The FBCDD should take the lead role in pursuing further investigation into the need for implementing improvements in this area as part of its general responsibility for drainage in the county.

The City of Sugar Land should also be concerned with the flow capacity in this area as being vitally important to and affecting its internal drainage system.

c. Current Status:

The FBCDD has been coordinating with the City of Sugar Land regarding the engineering analysis that is being performed on this channel reach as part of the City's on-going drainage study by Lockwood, Andrews & Newnam, Inc. (LAN). The FBCDD has also undertaken some survey work in that area to facilitate this effort.

d. Recommendations:

The FBCDD should continue to pursue coordinating with the City of Sugar Land in having a detailed engineering analysis performed on the hydraulic capacity of the entire Brooks Lake Diversion System, something which has apparently never been done. Such an analysis should assist in verifying the design parameters previously established for this system. For example, an engineering audit report prepared for the FBCLID2

indicated that the FBCLID2's portion of the channel system produces only 1.0 feet of head loss from the headwater at the Amil gates to the centerline of Brooks Lake.[56] This should be confirmed by such a detailed engineering analysis. Such an analysis will also indicate the location and extent of any improvements to the system that may be needed to produce the desired flood levels in Oyster Creek. The starting water surface elevation at the Amil gates becomes an important parameter in this analysis and indicates a further need to verify this value as previously recommended above.

Recent adjustments to the National Geodetic Survey benchmarks in the area have established that a shift downward in elevation of approximately 0.8 feet has occurred in the Sugar Land area.[57] This 1987 datum adjustment does not affect the changes made with the operating levels of the Amil gates; however, this datum adjustment should be appropriately addressed in the City's drainage study.

5. <u>Review the GCWA Flood Operations</u>

a. Action to be Taken:

The GCWA dams in Oyster Creek have been operated during flood conditions in generally the same manner for decades. However, with the rapid growth and development in the area and the various changes to the drainage

system that have occurred and are proposed to occur in the near future, the operating procedures of those dams should be evaluated for flood control purposes to determine if any changes would be appropriate.

b. Responsible Parties:

The GCWA has direct responsibility for the operation of its dams, but does so with no intent to "control" floodwaters. The GCWA has expressed its willingness to cooperate in making any modifications to its procedures during flood events provided that the party requesting any such change accept the responsibility for it.[58]

The FBCDD should be responsible for coordinating flood control matters within this area pursuant to its overall drainage authority in the county.

The City of Sugar Land should be interested in the flood control operations along this portion of Oyster Creek since they directly affect drainage in the City.

c. Current Status:

The City of Sugar Land has hired LAN, an engineering consultant, to conduct a city-wide drainage study. This study is to include performing some investigation into the possible benefits in reducing flood levels from a change in the flood control operations at the GCWA's dams. The FBCDD has provided some assistance to the City for this study and has been coordinating with the City

and its consultant regarding this investigation.

d. Recommendations:

It is recommended that a detailed engineering analysis continue to be pursued by the City and the FBCDD to review the current operating procedures of the GCWA during flood events and evaluate if any change to those procedures would be appropriate. If it is determined that modifications should be made, the FBCDD should take the lead role in coordinating the implementation of such changes with the GCWA as a part of the FBCDD's overall drainage program for the area.

6. Complete the Improvements to Ditch II-H

a. Action to be Taken:

It has been assumed in virtually all of the drainage studies reviewed herein that floodwaters would be directed away from Oyster Creek upstream of Dam 1. The recent Upper Oyster Creek study identified the Ditch II-H project as the first phase of the entire Upper Oyster Creek Master Drainage Plan that should be implemented. Steps should be taken to proceed further with implementing that project.

b. Responsible Parties:

The FBCDD has identified this project as part of its Master Drainage Plan for the Upper Oyster Creek Watershed. This project is also of importance and

interest to other entities, such as FBCLID2 (in maintaining design water levels in the ditch), the City of Sugar Land (as an integral part of the Master Drainage Plan for the Brooks Lake Service Area), and the GCWA (in protecting its water supply system in Oyster Creek).

c. Current Status:

The FBCDD has initiated steps to begin the first phase of improvements in the Ditch II-H to connect the existing channel to Oyster Creek above Dam 1. For example, some initial funds have been budgeted for the project, coordination has been on-going with the State Highway Department and the railroad company to enlarge the bridge structures in the area, construction plans have been prepared by a consultant for the channel improvements, and the process for adopting an impact fee for additional financing of the necessary improvements has begun.

d. Recommendations:

The FBCDD needs to continue to aggressively pursue the implementation of this first phase of the Ditch II-H Master Project. Other interested and affected entities should express their support for this project and provide whatever assistance that they can in furthering the progress of this work. This phase of the Master Project will not only serve the Upper Oyster Creek Watershed, but

is an integral part of the Brooks Lake Service Area's Master Drainage Plan, thereby assisting in the drainage of the City of Sugar Land and areas downstream.

7. <u>Verify the Adequacy of Oyster Creek from Dam 1 to Dulles Avenue</u>

a. Action to be Taken:

Past studies have indicated that the channel reach of Oyster Creek between Dam 1 and Dulles Avenue is adequate in its present condition to convey ultimate design flood flows. Those studies, however, are based on limited cross-sectional information obtained as part of the Flood Insurance Study work for Oyster Creek during the late 1970's. Recent studies for channel reaches both upstream of Dam 1 and downstream of Dulles Avenue have utilized more extensive and up-to-date cross-sectional information, and found significant differences with the FIS results. Therefore, this portion of Oyster Creek from Dam 1 to Dulles Avenue should be re-analyzed to verify that the current capacity of that channel will be adequate for ultimate flood flows.

b. Responsible Parties:

The FBCDD has previously analyzed this portion of Oyster Creek as part of its Master Drainage Study for the entire watershed.

The City of Sugar Land, along with landowners

adjacent to this portion of the creek, should be extremely interested in verifying the flood levels and flow capacity in this area.

c. Current Status:

LAN is analyzing this portion of Oyster Creek as part of its city-wide drainage study for the City of Sugar Land. Additional cross-sectional data has been obtained for use in this study through recent survey work by the FBCDD and through information available from the engineer for the First Colony Levee Improvement District.

d. Recommendations:

The FBCDD should continue coordinating with the City of Sugar Land and its consultant in their analysis of Oyster Creek. If additional capacity is needed in this reach of Oyster Creek, it should be incorporated into the Master Drainage Plan for the Brooks Lake Service Area, with consideration given to financing the necessary improvements by imposing an impact fee on future development.

If the flood levels produced along the reach of Oyster Creek between Dulles Avenue and Dam 3 are found to be unacceptable, this would need to be pursued with Sugarland Properties, Inc., who holds a Corps of Engineers permit that prevents any work from being done in this part of Oyster Creek.[59]

V. ADDITIONAL RECOMMENDATIONS

The natural drainage pattern in the Oyster Creek Watershed is very complex, with numerous locations where permanent overflows from Oyster Creek occur and various natural lakes provide some degree of flood storage. The drainage system becomes further complicated with the use of the creek by the GCWA for operating its water supply system and with land development necessitating drainage projects that attempt to control and confine both the existing and increased floodwaters.

Such a complex drainage system requires a single entity to oversee and review all of the drainage-related activities in the watershed to insure any changes are consistent with the overall drainage plan, and to identify the need for modifications to the plan. The FBCDD is the entity most capable of assuming this role and to a large extent has done so in the past. The FBCDD needs to strongly consider expanding this role regarding (1) the various drainage facilities currently owned and operated by the FBCLID2 that lie outside of the leveed area and have a direct impact on other entities or property within the county, and (2) the flood control operations of the GCWA at its dams.

In addition, there is a significant lack of reliable data on the flows and water levels that have been occurring throughout the Oyster Creek Watershed. Given the complexity of the system, the extensive development and changes that have taken place within the

watershed, and the large drainage projects completed, on-going and planned, it is strongly recommended that the FBCDD, with support and coordination from other entities, establish a gaging system to collect data that can be used to not only verify that the current system is operating as designed, but that the future system to be constructed will function as intended. The GCWA is currently involved in the installation of a gaging network for its water supply canal system. Significant cost savings may be achieved by coordinating these gaging systems into a single network. The FBCDD should pursue investigating the cost of a gaging system for the Oyster Creek Watershed and develop an appropriate plan and budget.

VI. REFERENCES

1. "Minutes of FBC Drainage District Board Meeting" on August 21, 1989.

2. "Flood Control Improvements for Stafford Run, Middle Oyster Creek and Flat Bank Creek Watersheds," dated July 28, 1988 and prepared by Lichliter/Jameson & Associates, Inc. (LJA)

3. As per conversation with G. Schmidt of the FBCDD.

4. LJA 1988 CIP report on Flood Control Improvements for Middle Oyster Creek, pg. 4.

5. See Reference No. 3.

6. "Minutes of FBC Drainage District Board Meeting" on November 20, 1989.

7. See Reference No. 3.

8. January 30, 1984 letter from Sugar Creek Corporation with enclosed report by Van Sickle, Inc.

9. As per conversation with G. Shannon of the GCWA.

10. FBCDD Memorandum dated November 9, 1989 regarding meeting on November 7, 1989 to address the readjustment of the Amil Gates on the Brooks Lake Drainage System (but see Reference No. 50).

11. See Reference No. 9.

12. See Reference No. 8.

13. See Reference No. 8.

14. See Reference No. 8.

15. See Reference No. 8.

16. Construction Plans, Contract Documents and Technical Specifications for Construction of Level Control Structure and Highway 6 Crossing for FBCLID2, dated Feb. 1978 by TC&B.

17. See Reference No. 16, Addendum No. 2, Sect. A.3.a.

18. "Engineering Audit Report, Sugar Land Properties Incorporated, First Colony Project," dated Nov. 1980 and prepared by Espey, Huston & Associates, Inc., pg. 6.

19. Engineering report by Espey, Huston & Associates, Inc. (as the FBCLID2 engineer) dated Feb. 25, 1988 (revised), enclosed in FBCLID2 letter to FBCDD dated March 2, 1988.

20. See Reference No. 19.

21. "Implementation Program and Impact Fee for Upper Oyster Creek Watershed Master Drainage Plan" dated August, 1989, prepared by Larry G. Dunbar, consultant, for the FBCDD.

22. Alsthom, Inc. letter dated May 19, 1986 to Espey, Huston & Associates, Inc. (EH&A) regarding Char Lake Diversion Structure - 3 Amil D800 Gates.

23. See Reference No. 22.

24. See Reference No. 19.

25. See Reference No. 19, page 3 of Engineering Report.

26. See Reference No. 25.

27. See Reference No. 22.

28. EH&A "Memorandum" dated 17 April 1984 by Gary Guhl regarding the Oyster Creek System and see Reference No. 8.

29. "Flood Insurance Study, Fort Bend County, Texas, Unincorporated Area," by Federal Emergency Management Agency (FEMA) dated August, 1986, and "Flood Insurance Study, City of Missouri City, Fort Bend and Harris Counties" by Federal Emergency Management Agency, September 15, 1981.

30. See Reference No. 3.

31. FBCDD "Letter of Understanding" regarding meeting on August 11, 1989 to address flooding problems in First Colony, pg. 2.

32. "Master Drainage Study for Oyster Creek Watershed" dated September 1987 and prepared by Espey, Huston & Associates, Inc.

33. See Reference No. 32.

34. See Reference No. 32.

35. "Application to Texas Water Development Board for Financial Assistance," by the Fort Bend Flood Control Water Supply Corporation, dated August 1987.

36. See Reference No. 3.

37. See Reference No. 3.

38. See Refeence No. 32.

39. See Reference No. 32, page 16.

40. See Reference No. 39.

41. See Reference No. 32, page 17.

42. See Reference No. 32, page 10 (Table 7).

43. See Reference No. 19, pages 3 and 4 of Engineering Report.

44. See Reference No. 19, page 4 of Engineering Report.

45. See Reference No. 21, Table 3 and Exhibit 5.

46. See Reference Nos. 8, 16, 22, 28 and 32.

47. "Constant Upstream Level Gates, Amil D500 to D800, Installation, Ballasting, Maintenance," by Alsthom Atlantic, Inc. (Brochure No. AM 40 a).

48. See Reference No. 22.

49. See References Nos. 16 and 22.

50. FBCDD Memorandum dated January 30, 1990 regarding survey information in the Brooks Lake Service Area.

51. See Reference No. 3.

52. See Reference No. 10, but see Reference No. 50.

53. See Reference No. 50.

54. See Reference No. 19.

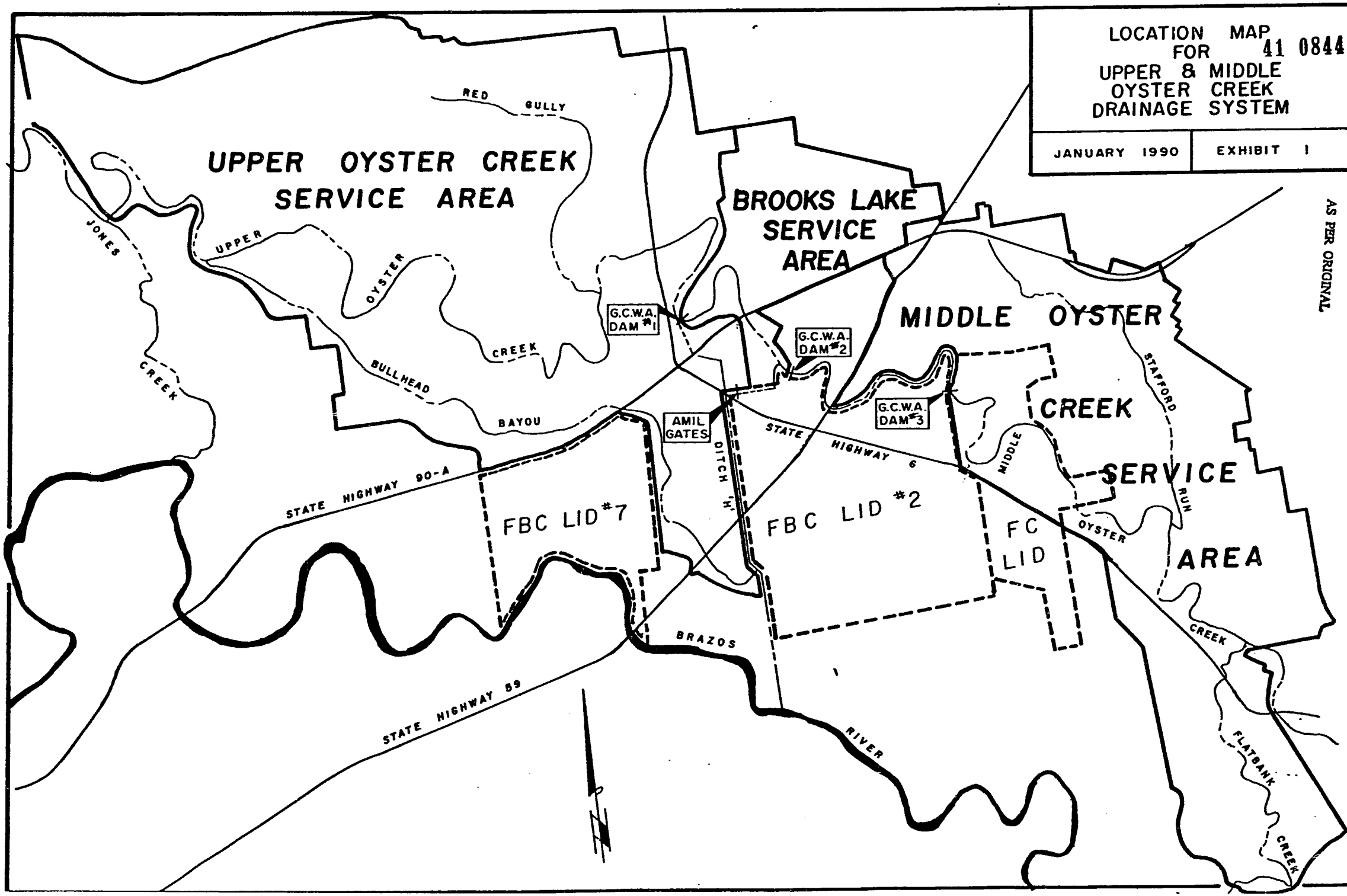
55. See Reference No. 3.

56. See Reference No. 18.

57. See Reference No. 50.

58. See Reference No. 19 (enclosed letter from G. Shannon of BRA dated August 21, 1987).

59. U.S. Army Corps of Engineers Permit No. 16272(01)



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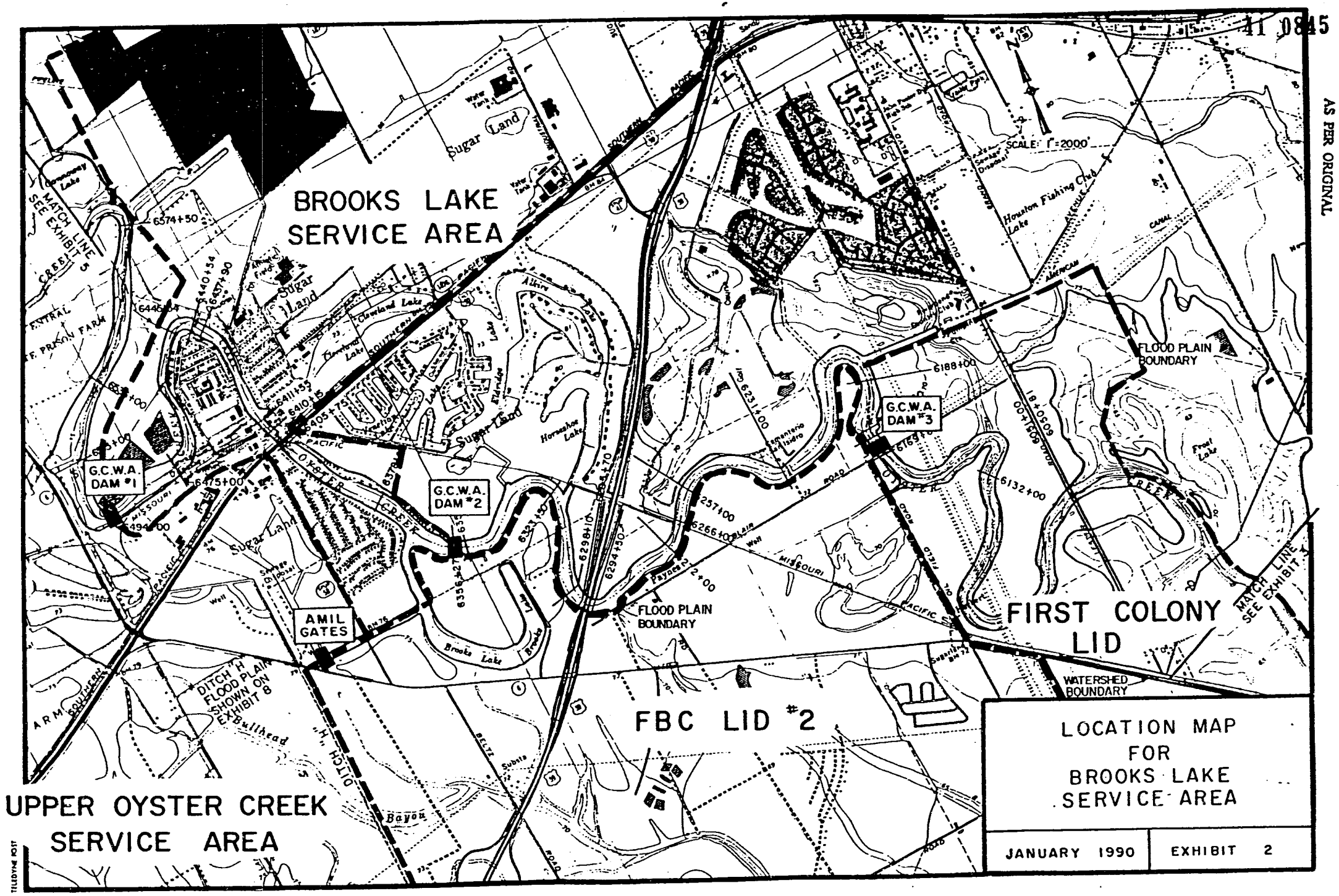

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MISSOURI CITY 1522 TEXAS PARKWAY • P.O. BOX 666 • MISSOURI CITY, TEXAS 77459 • 713-261-4260

February 16, 1990

Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, Texas 77471

RE: Implementation Program for the Master Drainage Plan for the Brooks Lane Service Area

Dear Honorable County Judge Stavinoha
Commissioner R.L. Shields, Precinct #1
Commissioner Ben Denham, Precinct #2
Commissioner Alton Pressley, Precinct #3
Commisisoner Bob Lutts, Precinct #4
Fort Bend County Drainage District Board of Directors

The City of Missouri City has reviewed the above draft document prepared for the Fort Bend County Drainage District (FBCCD) by Mr. Larry G. Dunbar. The City of Missouri City has in the past, and continues to support FBCDD in the improvement, review and regulation of the flood control facilities which affect Missouri City and Fort Bend County. The City of Missouri City supports and encourages the efforts of FBCDD to provide the leadership for all drainage activities.

In particular, the City of Missouri City believes FBCDD should be responsible for all 100 year drainage facilities that affect property outside of special districts (Levee Improvement Districts) as specifically cited in several recommendations within the document.

The City of Missouri City concurs with the additional recommendations outlined on pages 32 and 33 of the document, and believes the implementation of these additional recommendations are an integral component in the drainage improvement and management of the Oyster Creek Watershed.

Yours truly,

John B. Knox
Mayor

cc: Mr. Dan Gerken
Fort Bend County
Drainage District Manager/Engineer

5. CONSIDER ACCEPTANCE OF ADDITIONAL EASEMENT WIDTH ON TWO PROPERTIES ON BIG CREEK:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept additional right of way easement width from Texasgulf Inc. and Sharp Corporation, et.al. (Recorded in minutes in full)

6. REQUEST AUTHORITY TO ADVERTISE FOR BIDS FOR UTILITY VEHICLE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried it is ordered to cancel request.

7. DISCUSS MONTHLY REPORT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept the JANUARY 1990 Drainage District monthly report.

8. ADJOURNMENT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered that the Drainage District Board meeting be adjourned at 11:45 a.m., Monday, February 19, 1990.

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FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

~~Texas Gulf Sulphur, Inc.~~ TEXASGULF INC. FHR [illegible] CDT

ALLIED BANK PLAZA, SUITE 3800

1000 LOUISIANA

HOUSTON, TX 77002

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:~~

Tract #1

The District shall have an additional easement 70 feet in width parallel and adjacent to the Southwesterly side of an existing easement 90 feet in width recorded in Volume 323 on Page 230 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 League, Abstract 24;

Thence upstream in a Northwesterly direction, parallel and adjacent to the existing easement, to intersect and terminate at the Northwesterly 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.

Return to: Elida
A. J. Noto

Elida

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 and all 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 the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 15th day of July, A. D. 1985.

ATTEST:

By: [illegible]

Assistant Secretary

TEXASGULF INC.

By: Frank H. Robinson

Frank H. Robinson
Senior Vice President
Texasgulf Chemicals Co., An
Unincorporated Division Of
TEXASGULF INC.

STATE OF NORTH CAROLINA }
COUNTY OF WAKE }

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BEFORE ME, the undersigned authority, on this day personally appeared FRANK H. ROBINSON, Senior Vice President of Texasgulf Chemicals Co., an unincorporated division of TEXASGULF INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of July, 1985.

Carol A. Thrasher
Notary Public in and for
Wake County, North Carolina

My Commission Expires:

June 11, 1989

Carol A. Thrasher, Notary Public
Wake County, North Carolina
My Commission Expires June 11, 1989

.....

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

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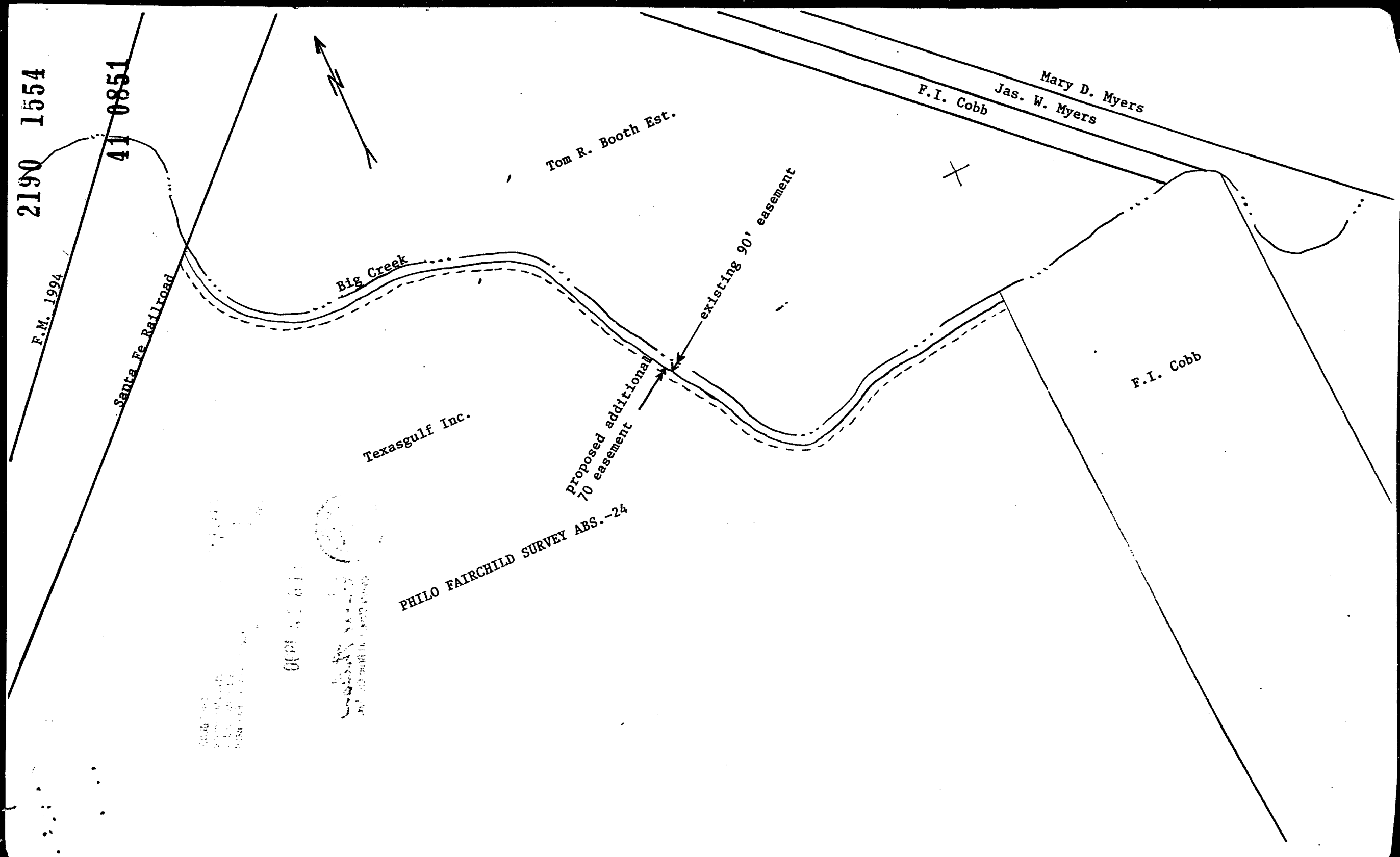

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Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

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.

FEB 23 1990

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

9008671

2190 1556

41 0852

FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

designated on the attached signature pages as Grantor, P. O. Box 391, Houston, Texas 77001

whose address is as shown above (hereinafter called GRANTOR, whether one or more) for and in consideration of the benefits to be derived on account of and from the construction, operation and maintenance by Fort Bend County Drainage District, of the drainage canal and system upon and through the land hereafter described, the sufficiency of which is hereby acknowledged and confessed, has granted, bargained, sold and conveyed, and by these presents hereby grants, bargains, sells and conveys unto said Fort Bend County Drainage District, a corporation (hereinafter called the DISTRICT), of Fort Bend County, Texas, a right of way and easement for the purpose of constructing, maintaining, operating, repairing and re-constructing a drainage canal, including drains, ditches, laterals and levees, upon, over, through and across the land of GRANTOR along the route hereinafter designated, and said land being situated in Fort Bend County, Texas, to-wit:

~~The DISTRICT shall have an easement of an aggregate width of _____ feet, being _____ feet, extending at right angles, on each side of the following line and course across said land, to-wit:~~

TRACT #1
290.5 ACRE TRACT

The District shall have an additional easement 135 feet in width parallel and adjacent to the right side of an existing easement 90 feet in width recorded in Volume 323, Page 255 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 Northeasterly boundary line of Grantor's land, situated in the Charles D. Sayre Survey, Abstract 82;

Thence upstream in a Southwesterly direction, parallel and adjacent to the existing easement, to intersect and terminate at the Southwesterly boundary line of Grantor.

TRACT #2
710.9 ACRE TRACT

The District shall have an additional easement 135 feet in width parallel and adjacent to the right side of an existing easement 90 feet in width recorded in Volume 323, Page 255 of the Deed Records of Fort Bend County, Texas, and more particularly described as follows to-wit:

(SEE ATTACHMENT "A")

Return to. Elida
A J Noto

41 0853
2190 1557

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 on the attached addendum.

Fort Bend County Drainage District joins herein to evidence its approval of 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 30th day of October, A. D. 19 90.

GRANTOR: See Attached Signature Pages

12 February, 1990

ATTEST:
Dianne Wilson
DIANNE WILSON
COUNTY CLERK

Fort Bend County Drainage District

By: Jodie E. Stavinoha
~~Its~~ JODIE STAVINOHA ~~President~~
County Judge

2190 1558

41 0854

THE STATE OF TEXAS }
COUNTY OF _____ } BEFORE ME _____

_____, in and for
_____ 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 ____he____ executed the same for the purposes and consideration therein expressed.

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
_____, 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

2190 1559

41 0855

GRANTOR:

SHARP CORPORATION

By: _____
Its President

STATE OF Texas §
COUNTY OF Harris §

This instrument was acknowledged before me on February 18, 1990 by Richard S. Snell, President of Sharp Corporation, a Texas corporation, on behalf of said corporation.

{S E A L}

_____
Notary Public In And For The State of _____

My Commission Expires: _____

CAROLYN NORRIS
Notary Public
STATE OF TEXAS
My Comm. Exp. June 24, 1992

2190 1560

41 0856

GRANTOR: Ernest M Clark
Ernest M. Clark, Jr., Trustee

STATE OF California §
COUNTY OF Santa Barbara §

This instrument was acknowledged before me on November 1, 1989 by Ernest M. Clark, Jr., as Trustee.

{S E A L}

OFFICIAL SEAL
JENNIFER GRAY
Notary Public-California
SANTA BARBARA COUNTY
My Comm. Exp. Aug. 16, 1991

Jennifer Gray
Notary Public In And For The State of California

My Commission Expires: 8/16/91

2190 1561

41 0857

GRANTOR:

HELEN M. HURLEY TRUST
By NORWEST BANK, Trustee

By: Robert S. Grothaus Sr. Trust Officer
~~Its President~~
Robert S. Grothaus
Its Sr. Trust Officer

STATE OF IOWA §
§
COUNTY OF WOODBURY §

This instrument was acknowledged before me on November 17, 19 89 by Robert S. Grothaus, Sr. Trust Officer ~~President~~ of Norwest Bank, a IOWA corporation, on behalf of said corporation, as Trustee of the Helen M. Hurley Trust.

{S E A L}

CARLA J. ELLIOTT
MY COMMISSION EXPIRES
7-28-91

Carla J. Elliott
Notary Public In And For The
State Of Iowa

My Commission Expires: 7-28-91

2190 1562

41 0858

GRANTOR:

JOHN H. THOMPSON TRUST
By NORWEST BANK, Trustee

By: Robert S. Grothaus Sr. Trust Officer
~~Its President~~
Robert S. Grothaus
Its Sr. Trust Officer

STATE OF IOWA §
COUNTY OF WOODBURY §

This instrument was acknowledged before me on November 17, 19 89 by Robert S. Grothaus, Sr. Trust Officer ~~President~~ of Norwest Bank, a Iowa corporation, on behalf of said corporation, as Trustee of the John H. Thompson Trust.

{S E A L}

Carla J. Elliott
Notary Public In And For The
State Of Iowa

My Commission Expires: 7-28-91

CARLA J. ELLIOTT
MY COMMISSION EXPIRES
7-28-91

2190 1563

AS PER ORIGINAL

41 0859

GRANTOR: LINDA HURLEY DOTSON
EDWARD B. HURLEY

By: Sheila Ann Hurley Sechser
SHEILA ANN HURLEY SECHSER,
Attorney-in-Fact

Sheila Ann Hurley Sechser
SHEILA ANN HURLEY SECHSER

STATE OF South Dakota §
§
COUNTY OF Minnehaha §

This instrument was acknowledged before me on Nov 6th, 1989 by Sheila Ann Hurley Sechser, individually and as Attorney-in-Fact on behalf of Linda Hurley Dotson and Edward B. Hurley.

{S E A L}

Margie A Smithey
Notary Public In And For The
State Of South Dakota

My Commission Expires: 10-30-92

2190 1564

41 0860

GRANTOR:

JOSEPHINE WILLFORD
FLORENCE LOGUE, TRUSTEE
HAROLDINE MOSEMAN

By: _____
GENE T. OGLESBY, Attorney-in-Fact

By: Marilyn Walck
MARILYN WALCK, Attorney-in-Fact

Marilyn Walck
MARILYN WALCK

STATE OF NEBRASKA §
§
COUNTY OF LANCASTER §

This instrument was acknowledged before me on OCT. 30, 1989 by Gene T. Oglesby, as Attorney-in-Fact on behalf of Josephine Willford, Florence Logue, Trustee and Haroldine Moseman.

{S E A L}

GENERAL NOTARY-State of Nebraska
MAXINE R. STIMBERT
My Comm. Exp. 10-17-92

Maxine R. Stimbert
Notary Public In And For The
State Of NEBRASKA

STATE OF WYOMING §
§
COUNTY OF CARBON §

This instrument was acknowledged before me on NOVEMBER 13, 1989 by Marilyn Walck, individually and as Attorney-in-Fact on behalf of Josephine Willford, Florence Logue, Trustee and Haroldine Moseman.

{S E A L}

Eugene W Walck Jr
Notary Public In And For The
State Of WYOMING

MY COMMISSION EXPIRES: 10.5.93.

RSSN1089/hrswnot3.sig

2190 1565

41 0861

GRANTOR: OPAL MOSEMAN GRANTOR TRUST

By: _____
FREDERICK C. DOCKWEILER,
Trustee

STATE OF Cali Somia §
COUNTY OF Los Angeles. §

This instrument was acknowledged before me on Dec 19, 1988 19 89 by Frederick C. Dockweiler, as Trustee of Opal Moseman Grantor Trust.

{S E A L}

OFFICIAL SEAL
MARIA R. SAYEGH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Exp. Mar. 29, 1991

Maria R Sayegh
Notary Public In And For The
State Of CALIFORNIA

My Commission Expires: 1991

DEC 19 1988

Robert J. Blaylock
JUDGE PRO TEMPORE

2190 1566

AS PER ORIGINAL

41 0862

GRANTOR:

MARY C. LUX
PATRICIA LAUBE
WILLIAM HOY
PAUL J. HOY
KATHLEEN A. GASS
THOMAS J. HOY
MARY ELLEN HOY
JOSEPH C. HOY

By: Susan C. Carney
SUSAN C. CARNEY, Attorney-in-Fact

Susan Carney
SUSAN CARNEY

STATE OF Michigan §
§
COUNTY OF Wayne §

This instrument was acknowledged before me on November 8, 19 89 by Susan Carney, individually and as Attorney-in-Fact on behalf of Mary C. Lux, Patricia Laube, William Hoy, Paul J. Hoy, Kathleen A. Gass, Thomas J. Hoy, Mary Ellen Hoy and Joseph C. Hoy.

{S E A L}

Kenneth Williamson
Notary Public In And For The State Of Michigan

My Commission Expires:

KENNETH J. WILLIAMSON
Notary Public, Wayne County, Michigan
Acting in
My Commission Expires October 16, 1990

2190 1567

41 0863

GRANTOR: Charles H. Cory
CHARLES H. CORY

STATE OF Colorado §
COUNTY OF Larimer §

This instrument was acknowledged before me on November 1, 1989 by Charles H. Cory.

{S E A L}

Rebecca A. Thorn
Notary Public In And For The State Of Colorado

My Commission Expires: 10-4-93

2190 1568

41 0864

GRANTOR: ESTATE OF EDYTHE M. OGLESBY

By: Ann E. Martinov
Ann E. Martinov, Executrix

Ann E. Martinov
Ann E. Martinov, heir under
Will of Edythe M. Oglesby

Gene T. Oglesby, heir under
Will of Edythe M. Oglesby

STATE OF California §
COUNTY OF Los Angeles §

This instrument was acknowledged before me on November 10th, 1989 by Ann E. Martinov as Executrix and heir under the Will of Edythe M. Oglesby.

{S E A L}

OFFICIAL SEAL
JALEH MOGHADAM
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Nov. 16, 1992

Jaleh Moghadam
Notary Public In And For The
State Of California

My Commission Expires: 11-16-1992

STATE OF NEBRASKA §
COUNTY OF LANCASTER §

This instrument was acknowledged before me on OCTOBER 30, 1989 by Gene T. Oglesby as an heir under the Will of Edythe M. Oglesby.

{S E A L}

GENERAL NOTARY-State of Nebraska
MAXINE R. STIMBERT
My Comm. Exp. 10-17-92

Maxine R. Stimbert
Notary Public In And For The
State Of NEBRASKA

My Commission Expires: 10-17-92

2190 1569

41 0865

GRANTOR:

Donna C. Summers

DONNA C. SUMMERS, TRUSTEE OF THE ENRIGHT TRUST FOR THE BENEFIT OF: JAMES J. ENRIGHT, RITA BREY, PATRICIA DeSANTIS GAGNE and DONNA C. SUMMERS

Donna J. Summers

DONNA C. SUMMERS

JAMES J. ENRIGHT

Rita Brey

RITA BREY

Patricia DeSantis Gagne

PATRICIA DeSANTIS GAGNE

STATE OF CALIF §
§
COUNTY OF RIVERSIDE §

This instrument was acknowledged before me on NOV. 1, 1989 by Donna C. Summers, individually and as Trustee of the Enright Trust.

{S E A L}

OFFICIAL SEAL
DEBORAH BARRY SMITH
Notary Public-California
RIVERSIDE COUNTY
My Comm. Exp. Apr. 5, 1991

Deborah Barry Smith

Notary Public In And For The State Of CALIF

My Commission Expires: APRIL 5, 1991

STATE OF CALIF §
§
COUNTY OF RIVERSIDE §

This instrument was acknowledged before me on NOV. 1, 1989 by James J. Enright.

{S E A L}

OFFICIAL SEAL
DEBORAH BARRY SMITH
Notary Public-California
RIVERSIDE COUNTY
My Comm. Exp. Apr. 5, 1991

Deborah Barry Smith

Notary Public In And For The State Of CALIF

My Commission Expires: APRIL 5, 1991

2190 1570

41 0866

STATE OF CALIF §
§
COUNTY OF RIVERSIDE §

This instrument was acknowledged before me on NOV. 1, 19 89 by Rita Brey.

{S E A L}

OFFICIAL SEAL
DEBORAH BARRY SMITH
Notary Public-California
RIVERSIDE COUNTY
My Comm. Exp. Apr. 5, 1991

Deborah Barry Smith
Notary Public In And For The
State Of CALIF

My Commission Expires: APRIL 5, 1991

STATE OF California §
§
COUNTY OF Los Angeles §

This instrument was acknowledged before me on NOV 2, 19 89 by Patricia DeSantis Gagne.

{S E A L}

OFFICIAL SEAL
JUDY KEMPLE
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Nov. 15, 1991

Judy Kemple
Notary Public In And For The
State Of California

My Commission Expires: 11-15-91

2190 1571

41 0867

GRANTOR: ESTATE OF JOHN C. HURLEY

By: Marjorie R. Hurley
Marjorie R. Hurley,
Executrix and Trustee under
Will of John E. Hurley

STATE OF California §
§
COUNTY OF Orange §

This instrument was acknowledged before me on Nov. 7, 1989 by Marjorie R. Hurley, as Executrix and Trustee under the Will of John C. Hurley.

SEAL
OFFICIAL SEAL
Jack F. Harms
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires Sept. 29, 1993

Jack F. Harms
Notary Public In And For The
State Of California

My Commission Expires: 9/29/93

2190 1572

41 0868

GRANTOR:

CHARLES B. HURLEY
PAUL PACK
GERALD PACK
JO ANN HOECK
ROBERT HURLEY

By: Donald Pack
DONALD PACK, Attorney-in-Fact

Donald Pack
DONALD PACK

STATE OF Nebraska §
§
COUNTY OF Dixon §

This instrument was acknowledged before me on November 09 1989 by Donald Pack, individually and as Attorney-in-Fact on behalf of Charles B. Hurley, Paul Pack, Gerald Pack, Jo Ann Hoeck, and Robert Hurley.

{S E A L}

GENERAL NOTARY-State of Nebraska
KENNETH J. LAHRS
My Comm. Exp. Mar. 4, 1992

Kenneth J Lahrs
Notary Public In And For The
State Of Nebraska

My Commission Expires: 3-04-1992

2190 1573

41 0869

GRANTOR:

JAMES HURLEY
MARY KAY HURLEY MAHLER
PATRICIA HURLEY STADING

By: Dennis Hurley
DENNIS HURLEY, Attorney-in-Fact

Dennis Hurley
DENNIS HURLEY

STATE OF Nebraska §
COUNTY OF Dakota §

This instrument was acknowledged before me on November 6, 19 89 by Dennis Hurley, individually and as Attorney-in-Fact on behalf of James Hurley, Mary Kay Hurley Mahler, Patricia Hurley Stading.

{S E A L}

Louise E. Redmond
Notary Public In And For The State Of Nebraska

My Commission Expires:_____

GENERAL NOTARY-State of Nebraska
LOUISE E. REDMOND
My Comm. Exp. April 18, 1993

2190 1574

41 0870

ADDENDUM TO FORT BEND COUNTY
DRAINAGE DISTRICT RIGHT-OF-WAY EASEMENT
DATED 30th DAY OF October, 1989

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 watergates 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.

ATTACHMENT "A"

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 W. M. McMahan Survey, Abstract 285;

Thence upstream in a Southwesterly direction, parallel and adjacent to the existing easement, to intersect and terminate at the Southwesterly boundary line of Grantor.

TRACT #3
205.61 ACRE TRACT

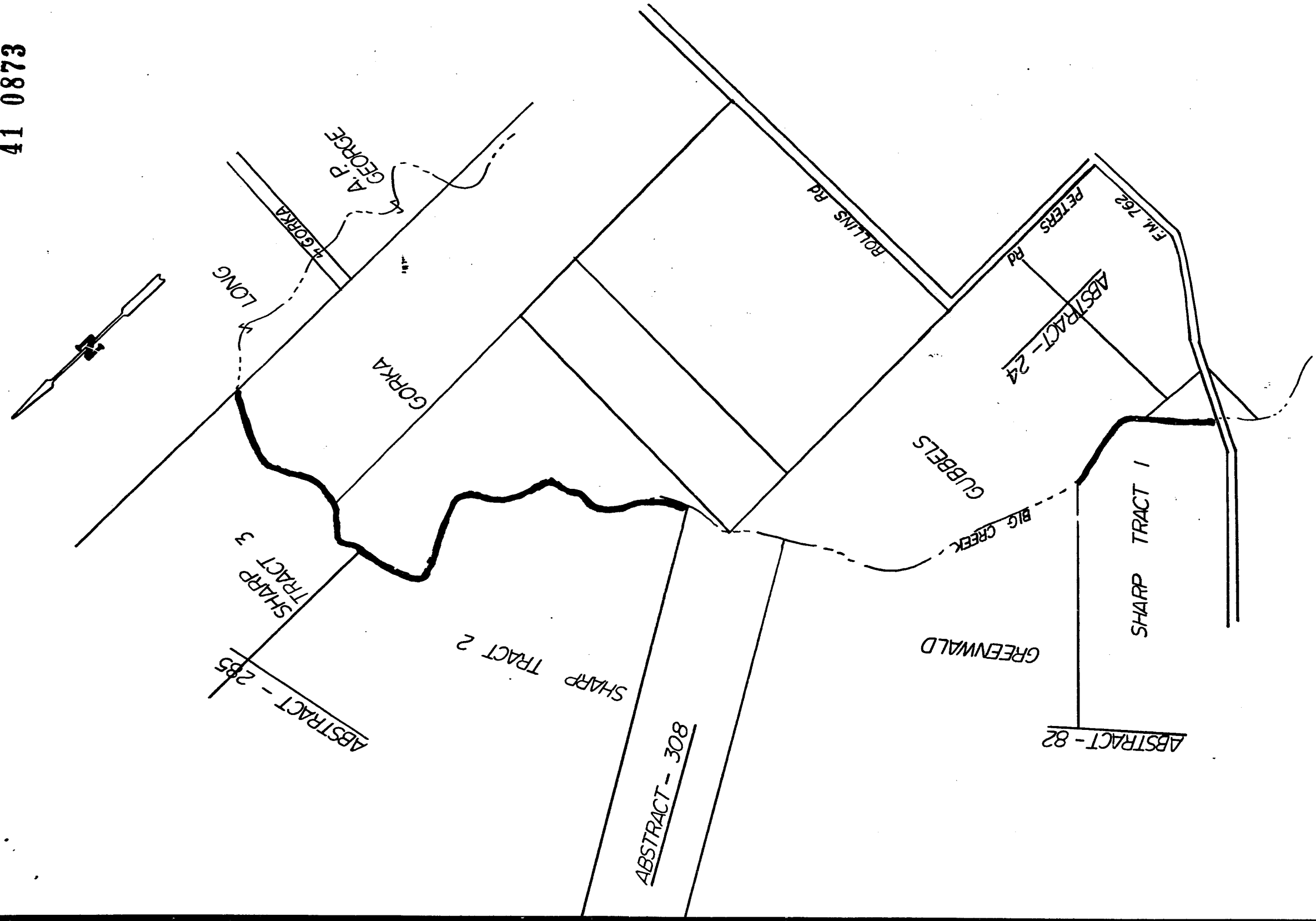
The District shall have an additional easement 135 feet in width parallel and adjacent to the right side of an existing easement 90 feet in width recorded in Volume 323, Page 255 of the Deed Records of Fort Bend County, Texas, and more particularly described as follows to-wit:

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 Timothy Scott Survey, Abstract 320;

Thence upstream in a Westerly direction, parallel and adjacent to the existing easement, to intersect and terminate at the Westerly 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.

2190 1577
41 0873



2190 1578

41 0874

FILED

'90 FEB 21 P2:25

Brianne Nilson
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.

FEB 23 1990

COUNTY COURT OF FORT BEND COUNTY, TEXAS

Brianne Nilson
County Clerk, Fort Bend Co., Tex.

LDW:rg:FONDREN.ROW:2389:010390 9006479 2187 2067

41 0875

RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

That, **WALTER W. FONDREN, III**, of Harris County, Texas, **CAMILLE FONDREN HABERMACHER**, of Kerr County, Texas and **DORIS FONDREN ALLDAY**, of Harris County, Texas, Trustees of Trust B under the Will of Walter W. Fondren, Jr., and **DAVID MILTON UNDERWOOD**, of Harris County, Texas, hereinafter referred to as "Grantors", whether one or more, for and in consideration of the sum of **EIGHT HUNDRED FORTY NO/100 DOLLARS ($840.00)** 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 and by these presents do **GRANT, SELL** 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:

> Being 0.156 of one acre parcel of land, more or less, out of a 12+/- acre residue of that certain 1,081.9 acre tract of land in the David Randon & I. Pennington League, Abstract No. 75, Fort Bend County, Texas; said 1,081.9 acre tract being conveyed from W. O. Manning, Trustee to Mary Doris Fondren Allday, Ellanor Ann Fondren, Walter W. Fondren III, Camille Fondren Springer, Peter Fondren Underwood, and David Milton Underwood by conveyance dated February 9, 1965 and recorded in Volume 464, Page 595 of the Deed Records of Fort Bend County, Texas; said 1,081.9 acre tract being also conveyed by Deed of Executrix from the Estate of Walter W. Fondren, Jr., Deceased, to Walter W. Fondren, III, Mary Doris Fondren, and Camille Fondren Habermacher dated October 12, 1982, effective May 31, 1982 and recorded in Volume 1128, Page 746 of the Official Records of Fort Bend County, Texas; said 0.156 acre parcel being more particularly described by metes and bounds in Exhibit "A" attached hereto.

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.

IN WITNESS WHEREOF, this instrument is executed on this the 31st day of JANUARY, 1990.

WALTER W. FONDREN, III, Grantor
Trustee of Trust B under the Will of
Walter W. Fondren, Jr., Deceased

CAMILLE FONDREN HABERMACHER, Grantor
Trustee of Trust B under the Will of
Walter W. Fondren, Jr., Deceased

DORIS FONDREN ALLDAY, Grantor
Trustee of Trust B under the Will of
Walter W. Fondren, Jr., Deceased

DAVID MILTON UNDERWOOD, Grantor

2187 2069

AS PER ORIGINAL 41 0877

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 15th day of November, 1989, by WALTER W. FONDREN, III, Trustee of Trust B under the Will of Walter W. Fondren, Jr., Deceased.

Frances K. Bunton
Notary Public, State of Texas

Frances K. Bunton
(Printed name of Notary)

My Commission Expires: 4/14/90

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Harris §

THIS INSTRUMENT was acknowledged before me on this the 31st day of JANUARY, 1990, by CAMILLE FONDREN HABERMACHER, Trustee of Trust B under the Will of Walter W. Fondren, Jr., Deceased.

Frances K. Bunton
Notary Public, State of Texas

Frances K. Bunton
(Printed name of Notary)

My Commission Expires: 4/14/90

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 10th day of January, 1990, by DORIS FONDREN ALLDAY, Trustee of Trust B under the Will of Walter W. Fondren, Jr., Deceased.

Sandra K. Leslie
Notary Public, State of Texas

Sandra K. Leslie
(Printed name of Notary)

My Commission Expires: 4/1/93

SANDRA K. LESLIE
COMMISSION EXPIRES
APRIL 1, 1993

2187 2070

AS PER ORIGINAL

41 0878

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this the 17th day of JANUARY, 1990, by DAVID MILTON UNDERWOOD.

Tommie Baker
Notary Public, State of Texas

TOMMIE BAKER
(Printed name of Notary)

My Commission Expires: 6/30/93

EXHIBIT "A"

COMMENCING at a corner post found at the most Easterly Southeast corner of a 200.013 acre tract of land; said 200.013 acre tract lies immediately West of said 1,081.9 acre tract and was conveyed by Special Warranty Deed from the Estate of Ella F. Fondren, Deceased, to Highland Management, Inc., dated September 28, 1982, and recorded in Volume 1089, Page 165 of the Official Records of Fort Bend County, Texas; thence as follows:

North 00° 07' 10" East along the described East line of said 200.013 acre tract a distance of 1,244.89 feet to a point for angle;

North 02° 44' 00" West continuing along the described East line of said 200.013 acre tract, same being the West line of a North-South public road (width varies) commonly referred to as Bois D'Arc Lane (Montgomery Road) a distance of 116.44 feet to a five-eights inch iron rod set with T.H.D. aluminum cap;

North 88° 44' 08" East a distance of 48.26 feet to a five-eights inch iron rod with T.H.D. aluminum cap set on the West line of said 1,081.9 acre tract for the **POINT OF BEGINNING** of the herein described 0.156 acre parcel; same being on the East line of said Bois D'Arc Lane; said **POINT OF BEGINNING** bears North 00° 07' 10" East a distance of 182.78 feet from a corner post located at the existing Southeast corner of the intersection of Bois D'Arc Lane, Winner-Foster Road, Pumping Plant Road and Montgomery Road;

THENCE NORTH 00° 07' 10" East along the West line of said 1,081.9 acre tract and the East line of said Bois D'Arc Lane (established by the projection of the East line of Montgomery Road) a distance of 189.43 feet to a point for corner at the centerline of Cottonwood Bayou (also called Jones Creek);

THENCE SOUTH 37° 38' 09" East along the centerline of said Cottonwood Bayou a distance of 65.64 feet tot a point for corner;

THENCE SOUTH 01° 15' 52" East, at 75.08 feet pass a five-eights inch iron road with T.H.D. aluminum cap set on the high bank of said

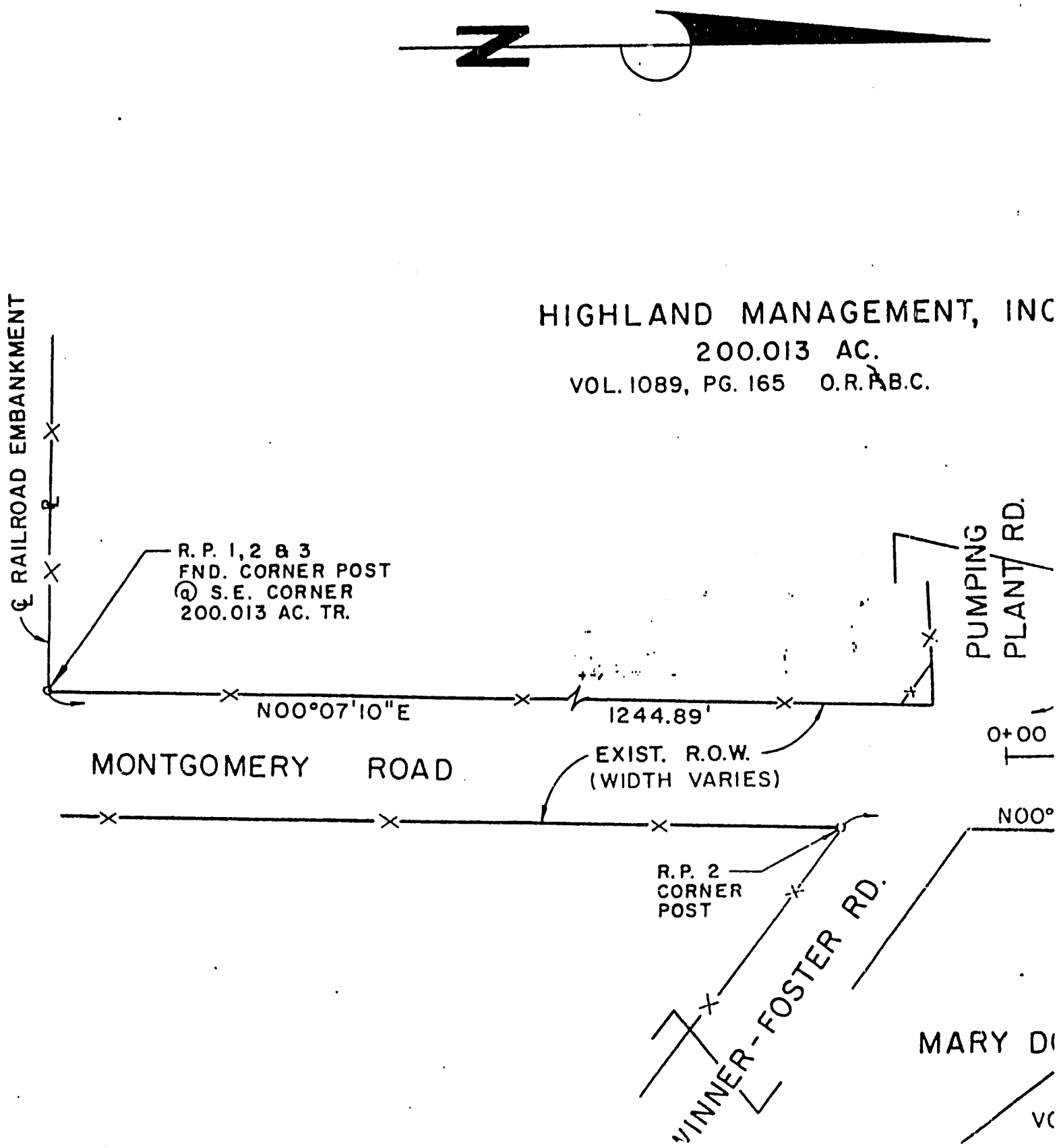
Cottonwood Bayou, and continuing for a total distance of 136.52 feet to a five-eights inch iron road with T.H.D. aluminum cap set for corner;

THENCE SOUTH 88° 44' 08" West a distance of 43.50 feet to the **POINT OF BEGINNING** and containing 0.156 of one acre of land. (All Bearings and references to the East lines of the aforementioned 200.013 acre tract as described in said Special Warranty Deed).

[illegible] to Elida
A. J. [illegible]

2187 2073

41 0881

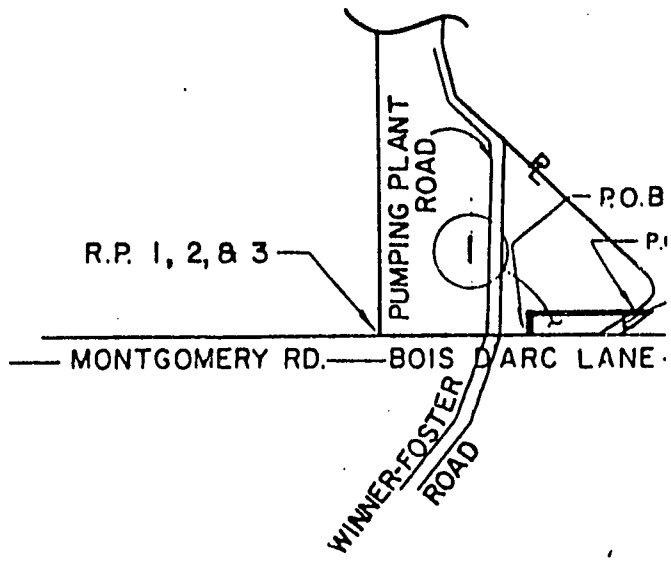


2187 2074

DAVID RANDON & I.

ABSTRACT N

41 0882



, INC.

BEGIN PROJECT
C.S.J. 0912-34-032
STA. 1+34.00

PROPOSED R.O.W. LINE

PUMPING PLANT RD.

SET
N01°15'52"W
230.15'
S88°44'08"W
48.24'
P.O.B. 1
1
P.O.B. 3
FND. 1/2"
I. PIPE
70'
SET
116.44'
167.56'
S02°44'00"E
284.00'
0+00
1
34.00
21.76'
2
3
STA. 1+
26.50'
N00°07'10"E
182.78'
N00°07'10"E
189.43'
SET
P.O.B. 2
43.50'
2
70'
S88°44'08"W
SET
61.44'
SET
75.08'
S37°38'09"E
65.64'
60.71'
S 01°15'52"E
136.52'

RY DORIS FONDREN ALLDAY, ET AL
1081.9 AC.
VOL. 464, PG. 595

GALVESTON AUTHORITY OF WAY

132

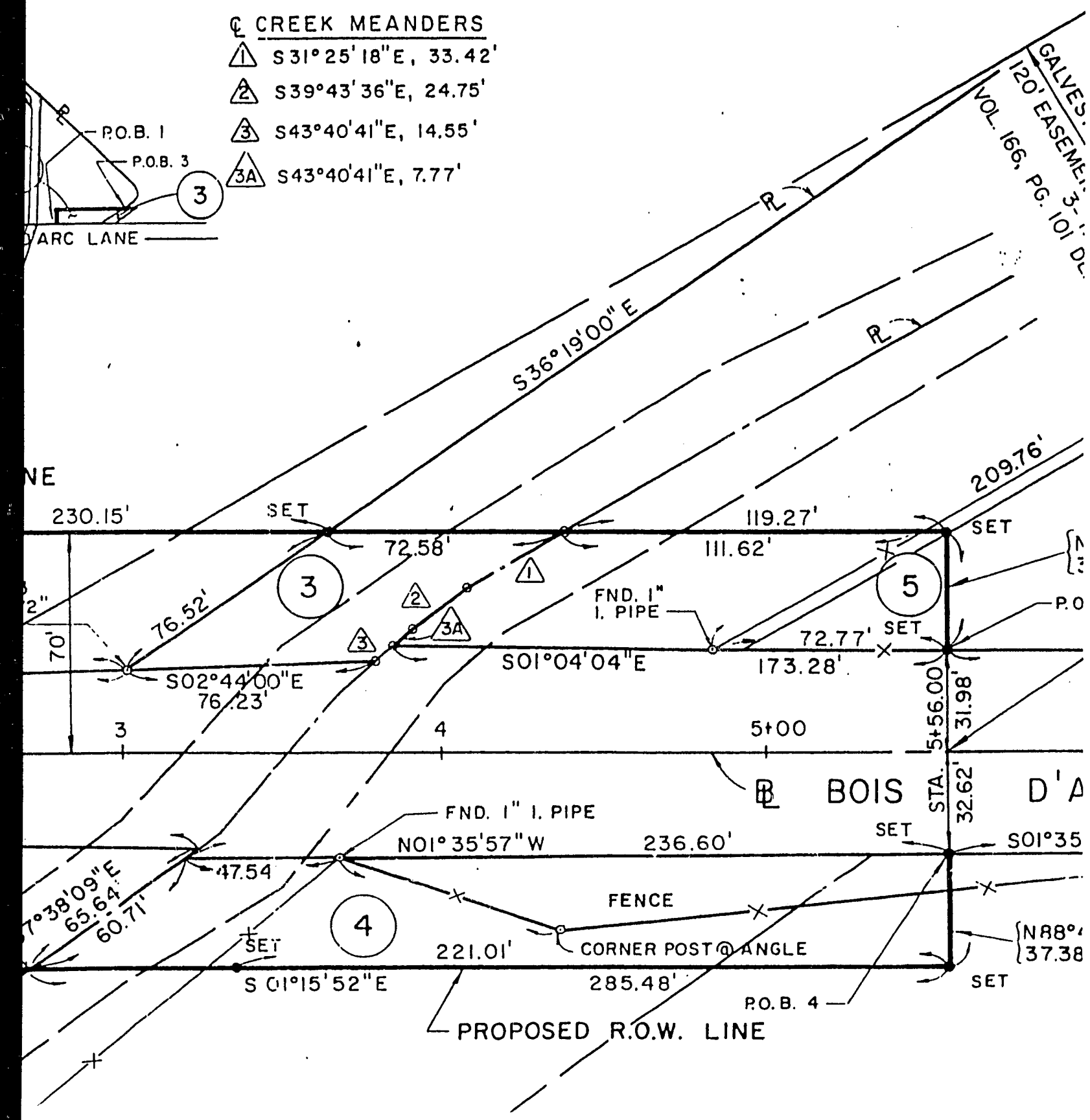
OOD BAYOU

2187 2075

41 0883

I. PENNINGTON LEAGUE

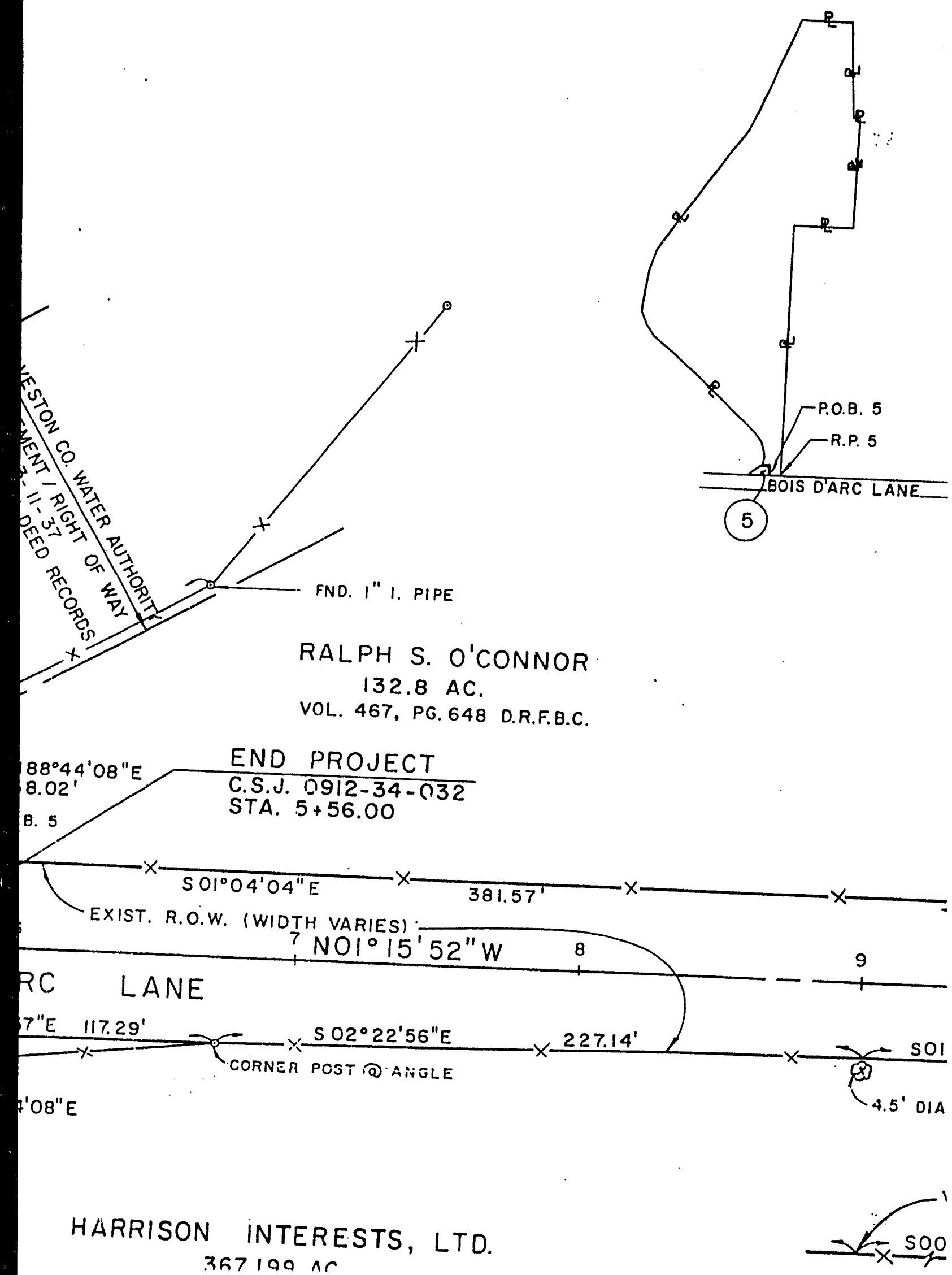
ACT NO. 75



AS PER ORIGINAL

2187 2076

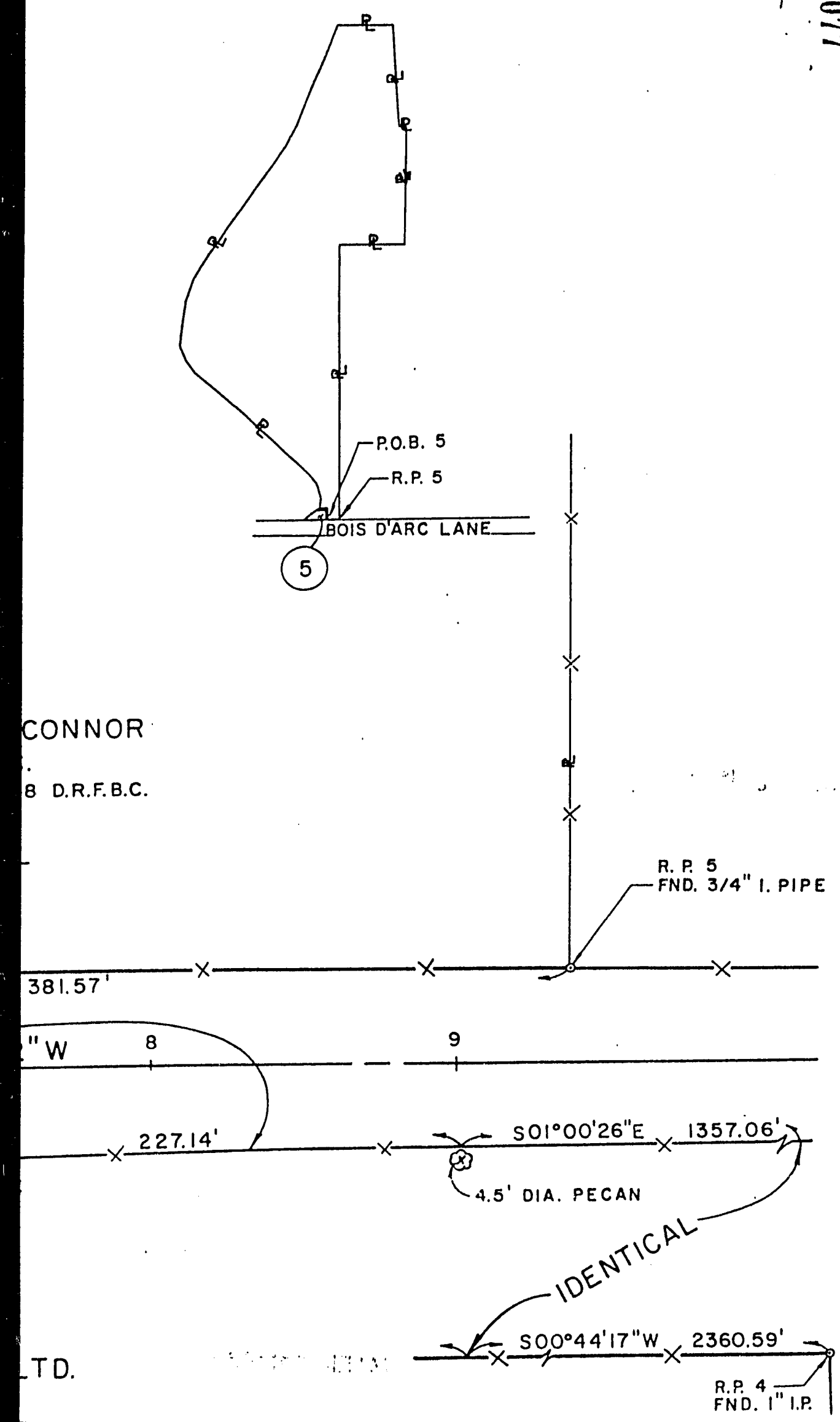
41 0884



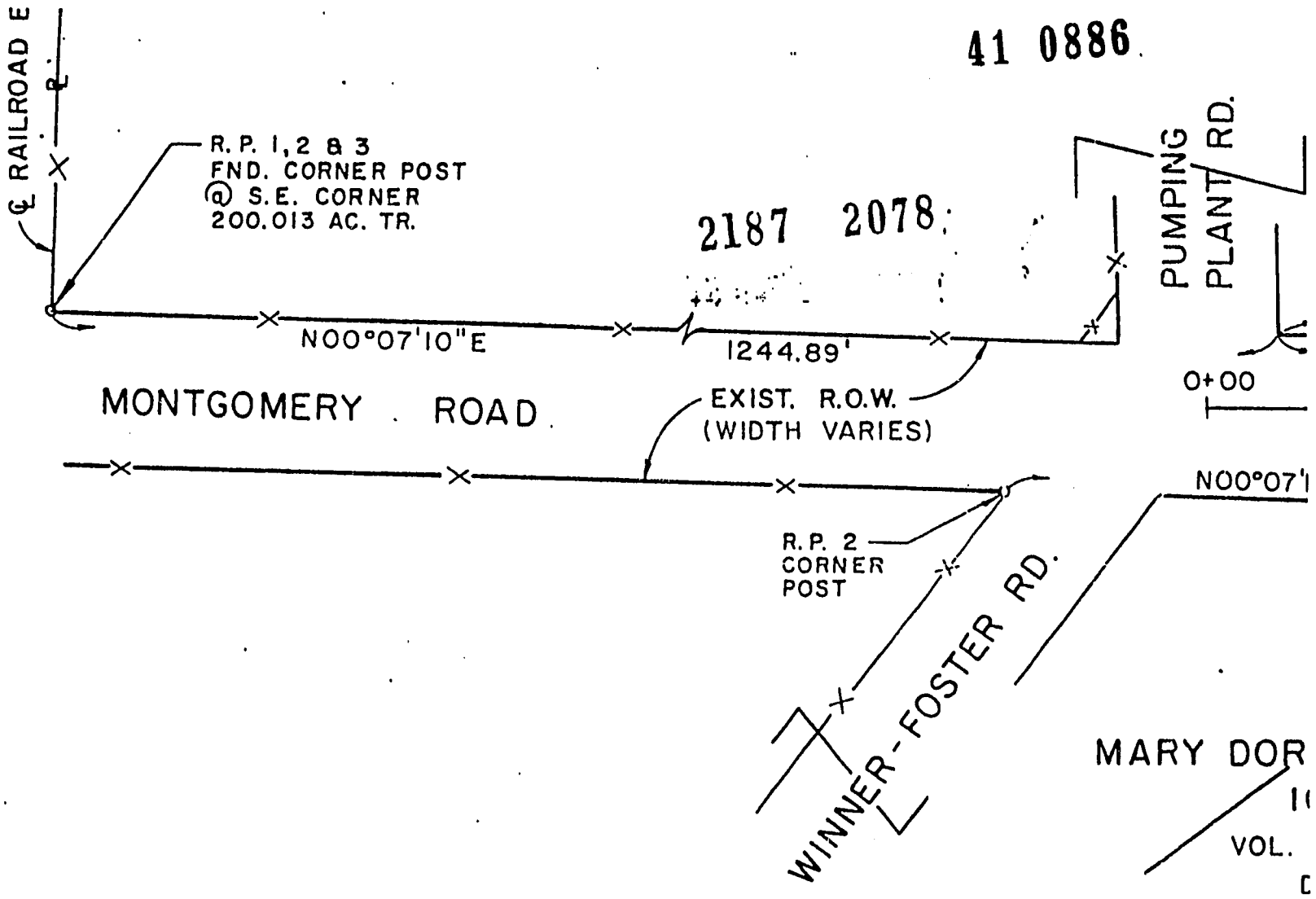
AS PER ORIGINAL

2187 2077

41 0885

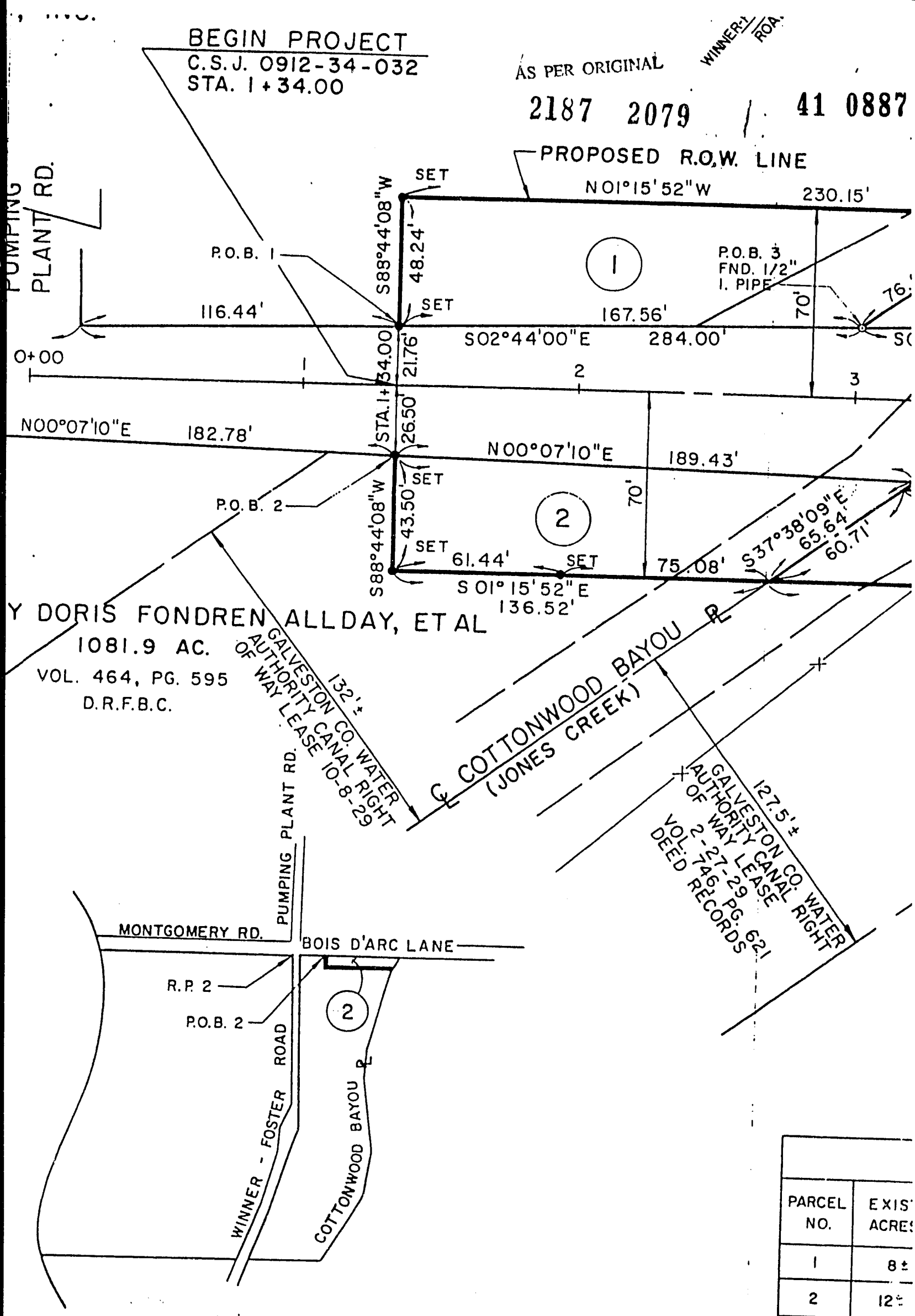


41 0886

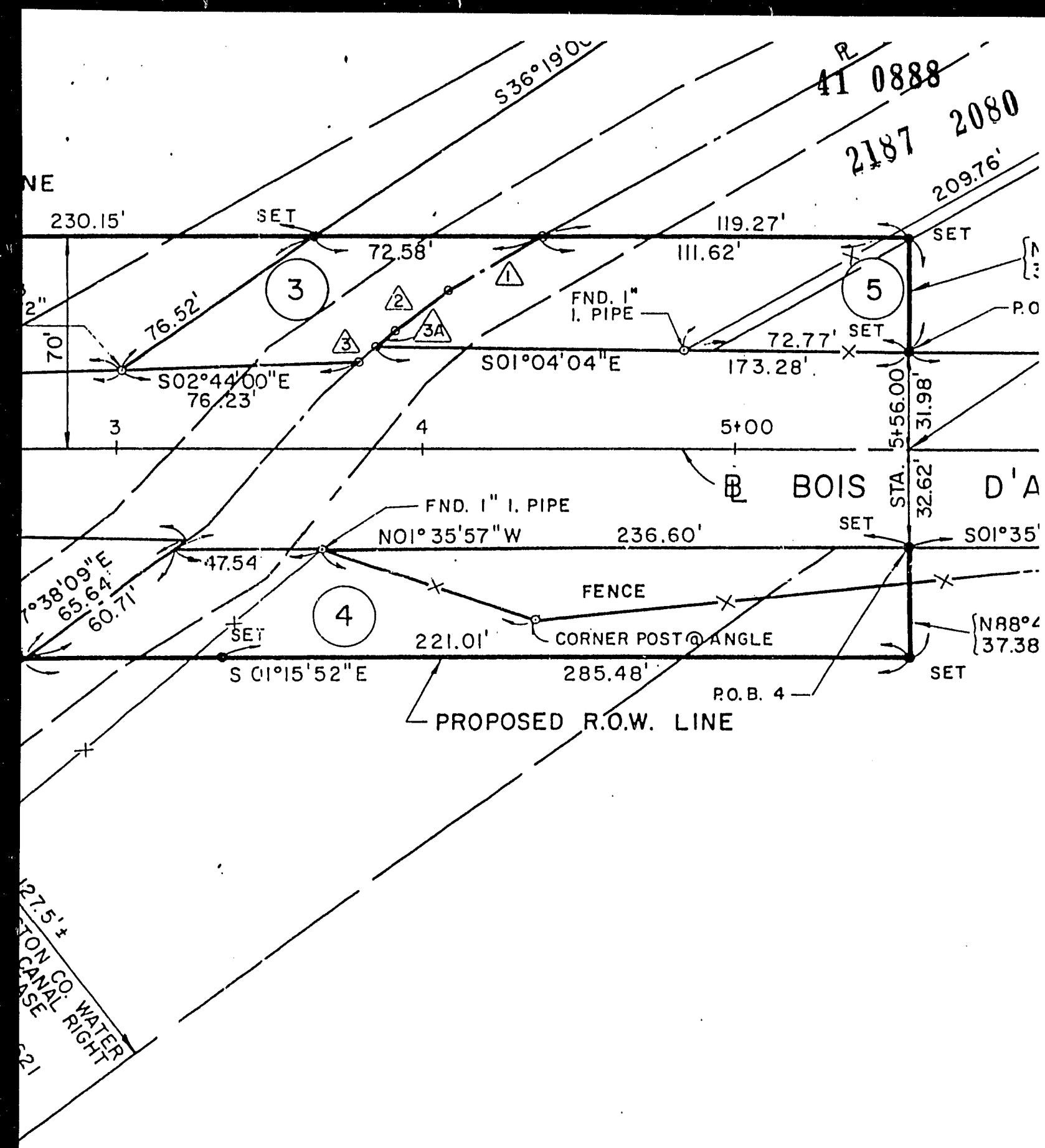


LEGEND

● SET = SET 5/8" IRON ROD WITH T.H.D. ALUMINUM CAP.



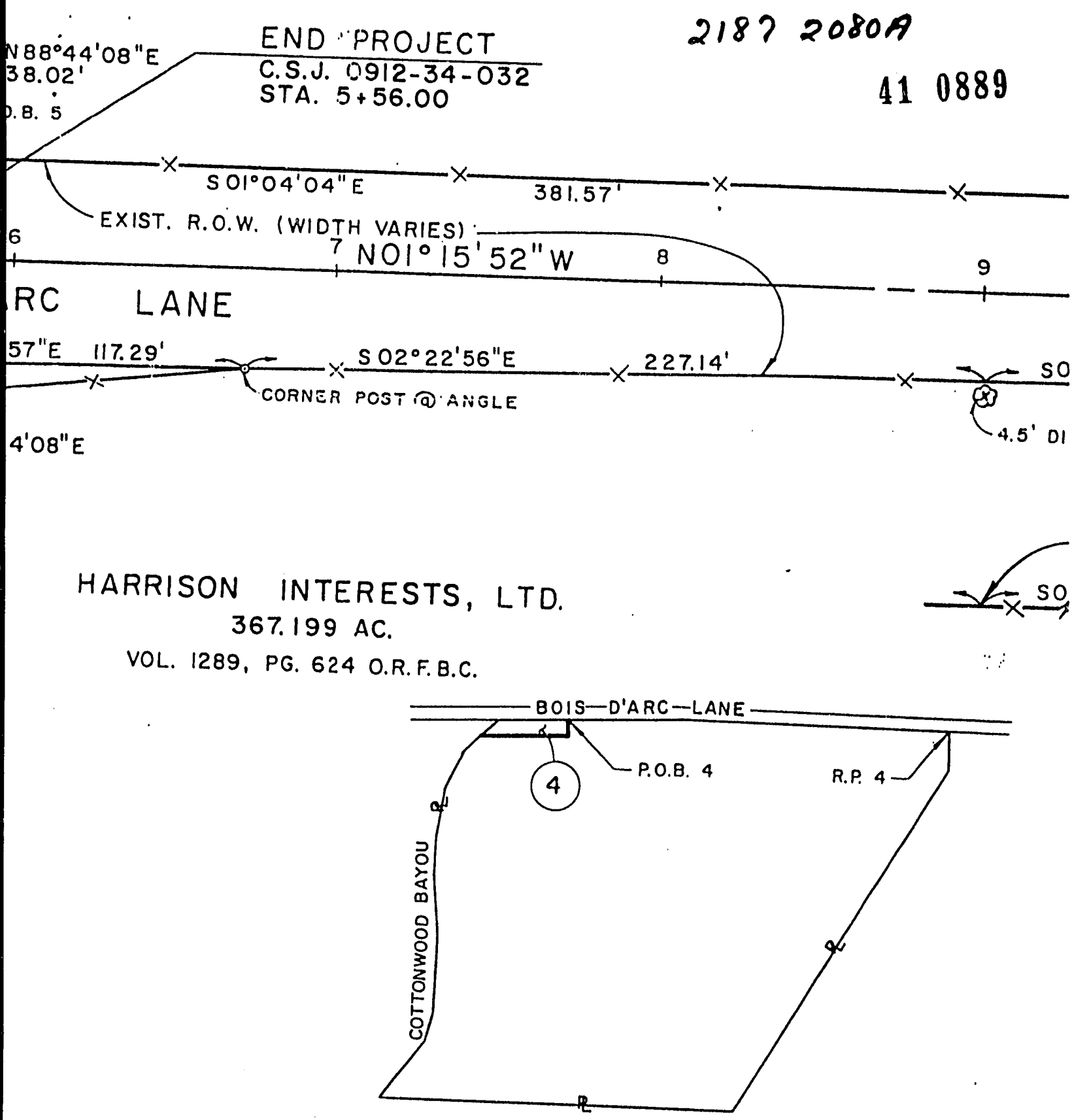
PARCEL NO.	EXIS ACRE
1	8±
2	12±
3	1±
4	367.19
5	132.8



DAVID RANDON & I. PENNINGTON LEAGUE ABSTRACT NO. 75							
PARCEL NO.	EXIST ACRES	OWNER	TYPE OF CONV.	CONVEYANCE VOL. / PAGE	TAKING ACRES	REMAINI	
						LEFT	R
1	8±	HIGHLAND MANAGEMENT, INC			0.209	8±	
2	12±	MARY D.F. ALLDAY, ET AL			0.156		
3	1±	W. P. WINNER ESTATE			0.069	1±	
4	367.199	HARRISON INTERESTS, LTD.			0.219		3
5	132.8	RALPH S. O'CONNOR			0.129	132.7	

2187 2080A

41 0889

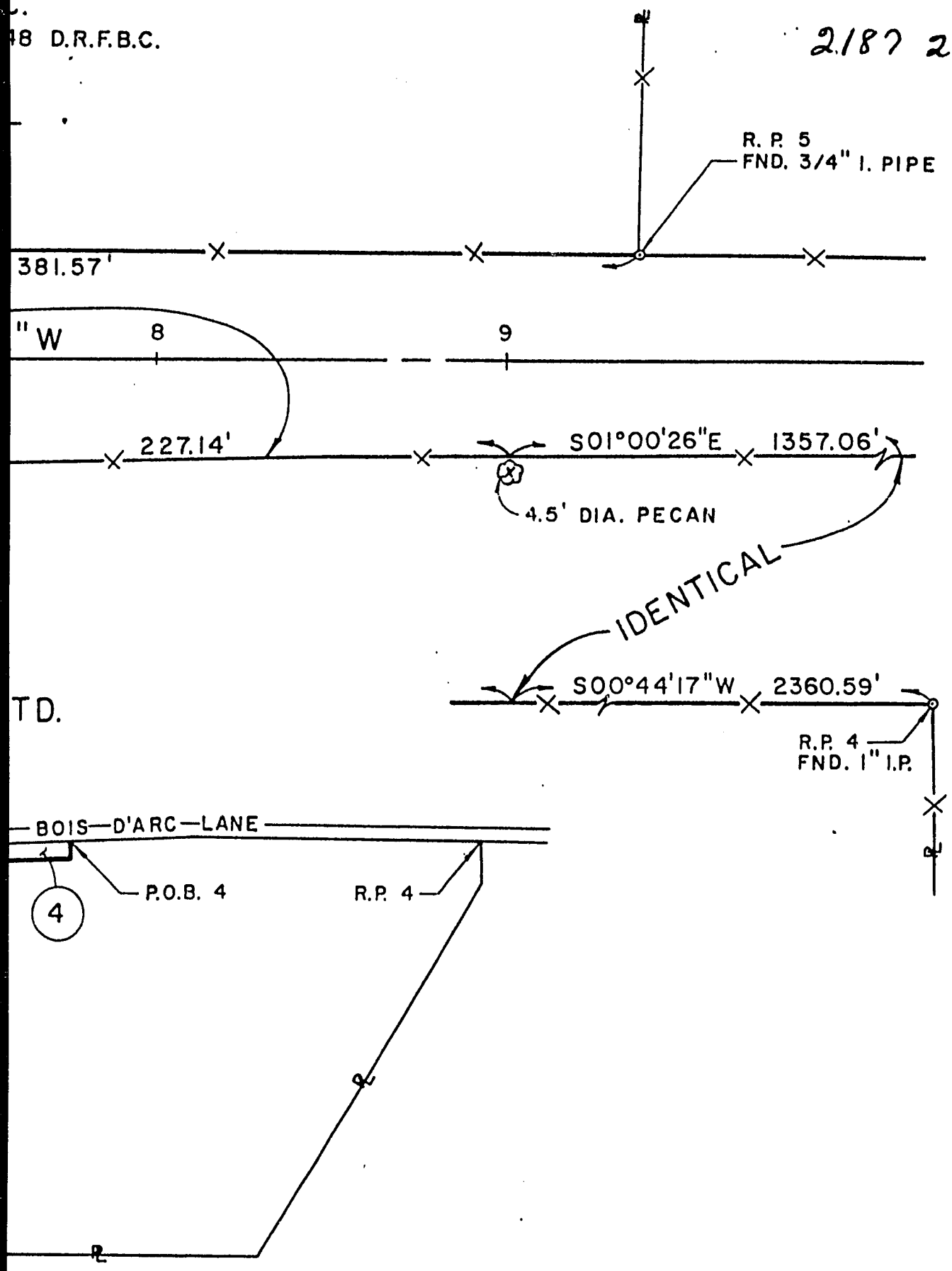


FED. RD. DIV. NO.	STATE	⊕
6	TEXAS	
STATE DIST. NO.	COUN	
12	FORT B	

48 D.R.F.B.C.

2187 20808

41 0890



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

PRIMAR AIT

2187 2081

41 0891

FILED

'90 FEB -7 P12:08

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.

FEB 9 1990

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

State of Texas
County of Fort Bend

I, Dianne Wilson, County Clerk of Fort Bend County, Texas do hereby certify that the foregoing is a true and correct copy of the original record now on file and/or recorded by me in the Official records.

FEB 14 1990 Date

DIANNE WILSON, County Clerk
Fort Bend County, Texas

By Maria Ramirez Deputy

MARIA RAMIREZ

41 0892 DD #1

COUNTY OF FORT BEND

Drainage District

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
JANUARY, 1990

The removal of vegetation from channels during January, 1990 was accomplished by shredding operations. Thirty-eight (38) channels that included Dry Branch I-E, Fulshear Creek II-F, Lower Oyster Creek III, and Willow Fork of Buffalo Bayou V-A received work. All channels have now been shredded since last year's growing season and are ready for spring herbicide treatments.

The District's bridge crews worked on several projects that included bridge replacements on Fairchilds Creek II-B-10-6, Snake Creek I-C-2, and Cedar Creek I-B, and a low-water crossing replacement on Buffalo Creek I-B-3-i. They also built a wier on Turkey Creek II-A-2 to reduce erosion upstream of Rycade School Road.

Work continued on the Big Creek Bypass where ninety-three thousand (93,000) cubic yards of dirt were dug with District and contractor equipment. Several drop inlet pipes were installed on this project by the LinkBelt LS2800 trackhoe.

Work also continued on the widening of Brazos River Lateral II-H downstream of U.S. Highway #59 with various District equipment. Approximately thirty-one thousand (31,000) cubic yards of dirt were dug.

The LinkBelt LS-98A dragline continued to work on the excavation of Deer Creek II-B-5 and dug fourteen thousand (14,000) cubic yards.

The excavation of Duval Ditch II-J also continued during January. The Rapier NCK-305 dragline dug five thousand three hundred (5,300) cubic yards of dirt.

Drainage District equipment also worked on two (2) City of Rosenberg projects through an interlocal agreement. The LinkBelt LS-2800 trackhoe and Caterpillar D-6 bulldozer worked at the City of Rosenberg Landfill, while the Fiat Allis FD-20 bulldozer helped place rip-rap in a Brazos River tributary near Avenue B in Rosenberg.

The following charts show each project worked and which equipment was used during January, 1990.

41 0893

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

1. BIG CREEK BYPASS II-B ALT

D556-LINKBELT LS98C DRAGLINE	1/2-1/5, 1/8-1/10, 1/12, 1/15-1/19, 1/22-1/26, 1/30-1/31
E224-FIAT ALLIS FD20 DOZER	1/2-1/5, 1/9-1/12, 1/15-1/19, 1/22-1/26, 1/29-1/31
E519-LINKBELT LS2800 TRACKHOE	1/2-1/5, 1/9-1/11

2. BRAZOS RIVER LATERAL II-H

E135-NORTHWEST 9570 DRAGLINE	1/2-1/5, 1/8-1/12, 1/15-1/19, 1/22-1/26, 1/29-1/31
E225-FIATALLIS FG85MOTORGRADER	1/2
E526-DRESSER TD25G DOZER	1/2-1/5, 1/8-1/12, 1/15-1/19, 1/22-1/26, 1/29-1/31
E532-DRESSER TD25G DOZER	1/2-1/5, 1/8-1/12, 1/15-1/19, 1/22-1/26, 1/29-1/31
E538-EL240HYDR. EXCAVATOR	1/10

3. BUFFALO CREEK I-B-3-i

E133-NORTHWEST 41AIR DRAGLINE	1/24
E226-CATERPILLAR D6D DOZER	1/18

4. CEDAR CREEK I-B

E133-NORTHWEST 41AIR DRAGLINE	1/30-1/31

5. CITY OF ROSENBERG ROSENBERG

E137-FIAT ALLIS 16B DOZER	1/22-1/26, 1/29-1/30
E226-CATERPILLAR D6D DOZER	1/12, 1/15-1/18, 1/23-1/26, 1/30-1/31
E519-LINKBELT LS2800 TRACKHOE	1/16-1/17, 1/23-1/26, 1/29-1/31

6. COUNTY SANITARY LANDFILL LANDFILL

E241-CASE 855C LOADER#7402317	1/17-1/19, 1/22-1/27, 1/30-1/31
E538-EL240HYDR. EXCAVATOR	1/15-1/19, 1/22-1/27, 1/29-1/31
K305-KOEHRING K305 DRAGLINE	1/17-1/19, 1/22-1/24

7. DEER CREEK II-B-5

E134-LINKBELT LS98A DRAGLINE	1/2-1/5, 1/9-1/12, 1/16-1/19, 1/22-1/26, 1/29-1/31
E137-FIAT ALLIS 16B DOZER	1/2, 1/4, 1/31
E222-FIAT ALLIS FD20 DOZER	1/4-1/5, 1/8-1/12, 1/15-1/18
E226-CATERPILLAR D6D DOZER	1/8-1/11, 1/22

8. DUVAL DITCH II-J

E247-RAPIER NCK305 DRAGLINE	1/2-1/5, 1/8-1/12, 1/18-1/19, 1/22-1/26, 1/29, 1/31

9. FAIRCHILDS CREEK II-B-10-b

E133-NORTHWEST 41AIR DRAGLINE	1/12, 1/15-1/16

10. GUY CREEK I-A-1-b

E133-NORTHWEST 41AIR DRAGLINE	1/4

11. KEEGANS BAYOU VII

E538-EL240HYDR. EXCAVATOR	1/10

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

41 0894

12. RABBS BAYOU II-D
E538-EL240HYDR. EXCAVATOR 1/8-1/9, 1/11-1/12, 1/15

13. SNAKE CREEK I-C
E133-NORTHWEST 41AIR DRAGLINE 1/2-1/3

14. SNAKE CREEK I-C-2
E133-NORTHWEST 41AIR DRAGLINE 1/25-1/26, 1/29-1/30

15. TURKEY CREEK II-A-2
E133-NORTHWEST 41AIR DRAGLINE 1/22-1/24, 1/17-1/19

16. WILLOW WATERHOLE VIII-C-1
E222-FIAT ALLIS FD20 DOZER 1/3-1/4

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

41 0895

1. BIG CREEK II-B

D550-D21E KOMATSU SLOPEMOWER	1/2-1/5, 1/8-1/12, 1/16-1/17
E107-JOHNDEERE 350C SLOPEMOWER	1/2-1/5, 1/8-1/12, 1/15-1/17
E127-JOHNDEERE 350C SLOPEMOWER	1/3, 1/5, 1/8-1/12, 1/15-1/17
E512-HESSTON 7066 TRACTOR	1/2-1/3
E524-HESSTON 7066 SLOPEMOWER	1/2-1/5, 1/8

2. BIG CREEK II-B-6

E229-HESSTON 7066 TRACTOR	1/3, 1/18-1/19
E512-HESSTON 7066 TRACTOR	1/18-1/19
E543-MASSEY FERGUSON 282	1/19

3. BRAZOS RIVER II-MM

E107-JOHNDEERE 350C SLOPEMOWER	1/19
E512-HESSTON 7066 TRACTOR	1/16, 1/18

4. BROOKSHIRE CREEK II-F-1

E116-JOHNDEERE 350C SLOPEMOWER	1/16-1/19, 1/22, 1/24
E117-JOHNDEERE 350C SLOPEMOWER	1/17-1/19, 1/22-1/24
E513-HESSTON 7066 TRACTOR	1/23-1/24

5. COUNTY LINE DITCH II-VV

E110-JOHNDEERE 350C SLOPEMOWER	1/23-1/24
E531-CASE 450	1/23-1/24

6. COW CREEK II-A-5

D550-D21E KOMATSU SLOPEMOWER	1/18
E107-JOHNDEERE 350C SLOPEMOWER	1/18
E229-HESSTON 7066 TRACTOR	1/12, 1/16
E512-HESSTON 7066 TRACTOR	1/12, 1/22

7. DRY BRANCH I-E

E110-JOHNDEERE 350C SLOPEMOWER	1/12, 1/16
E123-JOHNDEERE 350C SLOPEMOWER	1/11-1/12, 1/15-1/16
E130-INTL. 784 SLOPEMOWER	1/11
E231-HESSTON 7066 TRACTOR	1/15-1/16
E514-HESSTON 7066 TRACTOR	1/11-1/12, 1/15-1/16
E518-MF 283 SLOPEMOWER	1/15-1/16
E531-CASE 450	1/15-1/16

8. DRY BRANCH I-E-1

E531-CASE 450	1/11

9. DRY BRANCH I-E-1-a

E130-INTL. 784 SLOPEMOWER	1/11
E514-HESSTON 7066 TRACTOR	1/11

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

41 0896

10. DRY BRANCH I-E-1-b

E130-INTL. 784 SLOPEMOWER	1/12
E514-HESSTON 7066 TRACTOR	1/11

11. DRY BRANCH I-E-2

E130-INTL. 784 SLOPEMOWER	1/12
E231-HESSTON 7066 TRACTOR	1/11
E514-HESSTON 7066 TRACTOR	1/12
E518-MF 283 SLOPEMOWER	1/12

12. DRY BRANCH I-E-2-a

E514-HESSTON 7066 TRACTOR	1/12

13. EAST BERNARD DITCH I-G

E110-JOHNDEERE 350C SLOPEMOWER	1/4-1/5, 1/8-1/9
E123-JOHNDEERE 350C SLOPEMOWER	1/5, 1/8-1/9
E130-INTL. 784 SLOPEMOWER	1/5, 1/8
E231-HESSTON 7066 TRACTOR	1/8
E514-HESSTON 7066 TRACTOR	1/5, 1/8
E531-CASE 450	1/5, 1/8-1/9

14. EAST BERNARD DITCH I-G-2

E130-INTL. 784 SLOPEMOWER	1/5
E231-HESSTON 7066 TRACTOR	1/5
E514-HESSTON 7066 TRACTOR	1/5

15. EAST BERNARD DITCH I-G-3

E123-JOHNDEERE 350C SLOPEMOWER	1/4
E130-INTL. 784 SLOPEMOWER	1/4
E231-HESSTON 7066 TRACTOR	1/4-1/5
E531-CASE 450	1/4

16. FAIRCHILDS CR. II-B-10

E543-MASSEY FERGUSON 282	1/19

17. FAIRCHILDS CREEK II-B-10-b

E229-HESSTON 7066 TRACTOR	1/22
E512-HESSTON 7066 TRACTOR	1/19, 1/22
E543-MASSEY FERGUSON 282	1/22

18. FULSHEAR CREEK II-F

E116-JOHNDEERE 350C SLOPEMOWER	1/8-1/12, 1/25-1/26, 1/29-1/30
E117-JOHNDEERE 350C SLOPEMOWER	1/8-1/12, 1/16, 1/25-1/26, 1/29-1/30
E243-FORD 6610 SLOPEMOWER	1/24-1/26, 1/29-1/30
E513-HESSTON 7066 TRACTOR	1/2, 1/8-1/12, 1/25-1/26, 1/29

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

41 0897

19. FULSHEAR FARMS II-N

E243-FORD 6610 SLOPEMOWER	1/22-1/23
E524-HESSTON 7066 SLOPEMOWER	1/22-1/23

20. JACKSON DITCH I-H

E110-JOHNDEERE 350C SLOPEMOWER	1/10
E123-JOHNDEERE 350C SLOPEMOWER	1/10
E130-INTL. 784 SLOPEMOWER	1/9
E231-HESSTON 7066 TRACTOR	1/8-1/9
E514-HESSTON 7066 TRACTOR	1/8-1/9
E531-CASE 450	1/10

21. JACKSON DITCH I-H-4

E130-INTL. 784 SLOPEMOWER	1/8-1/9
E231-HESSTON 7066 TRACTOR	1/9
E514-HESSTON 7066 TRACTOR	1/9

22. KEEGANS BAYOU VII-B

E513-HESSTON 7066 TRACTOR	1/31

23. KEEGANS BAYOU VII-B-1

E116-JOHNDEERE 350C SLOPEMOWER	1/31
E117-JOHNDEERE 350C SLOPEMOWER	1/31
E243-FORD 6610 SLOPEMOWER	1/31
E513-HESSTON 7066 TRACTOR	1/31

24. LOWER OYSTER CREEK III

E106-JOHNDEERE 350C SLOPEMOWER	1/8-1/12, 1/16-1/19, 1/22-1/23, 1/31
E109-JOHNDEERE 350C SLOPEMOWER	1/26
E119-JOHNDEERE 350C SLOPEMOWER	1/10-1/12, 1/16-1/19, 1/22-1/23
E230-HESSTON 7066 TRACTOR	1/2, 1/22-1/23, 1/26
E513-HESSTON 7066 TRACTOR	1/26
E515-HESSTON 7066 TRACTOR	1/2, 1/22-1/23

25. MUSTANG CREEK IV

E106-JOHNDEERE 350C SLOPEMOWER	1/2-1/5
E119-JOHNDEERE 350C SLOPEMOWER	1/2-1/5, 1/8-1/9

26. ROBINOWITZ DITCH II-M

E107-JOHNDEERE 350C SLOPEMOWER	1/22-1/23
E127-JOHNDEERE 350C SLOPEMOWER	1/18-1/19, 1/22-1/23
E229-HESSTON 7066 TRACTOR	1/16-1/18
E512-HESSTON 7066 TRACTOR	1/16-1/18
E543-MASSEY FERGUSON 282	1/16-1/18

27. SAN BERNARD RIVER I-J

E110-JOHNDEERE 350C SLOPEMOWER	1/11
E130-INTL. 784 SLOPEMOWER	1/10
E231-HESSTON 7066 TRACTOR	1/10
E514-HESSTON 7066 TRACTOR	1/10

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

41 0898

28. SAN BERNARD RIVER I-L

E110-JOHNDEERE 350C SLOPEMOWER	1/17
E123-JOHNDEERE 350C SLOPEMOWER	1/17
E231-HESSTON 7066 TRACTOR	1/16-1/17
E514-HESSTON 7066 TRACTOR	1/17
E518-MF 283 SLOPEMOWER	1/17
E531-CASE 450	1/17

29. SNAKE CREEK I-C

E110-JOHNDEERE 350C SLOPEMOWER	1/2-1/3
E123-JOHNDEERE 350C SLOPEMOWER	1/4
E130-INTL. 784 SLOPEMOWER	1/2-1/3
E231-HESSTON 7066 TRACTOR	1/2-1/4
E514-HESSTON 7066 TRACTOR	1/2-1/4
E531-CASE 450	1/2-1/3

30. SNAKE CREEK I-C-12

E130-INTL. 784 SLOPEMOWER	1/3
E531-CASE 450	1/4

31. SNAKE CREEK I-C-15

E130-INTL. 784 SLOPEMOWER	1/4
E514-HESSTON 7066 TRACTOR	1/3

32. SNAKE CREEK I-C-2

E518-MF 283 SLOPEMOWER	1/19

33. SNAKE CREEK I-C-4

E110-JOHNDEERE 350C SLOPEMOWER	1/17-1/19, 1/22
E130-INTL. 784 SLOPEMOWER	1/19
E514-HESSTON 7066 TRACTOR	1/19, 1/22
E531-CASE 450	1/22

34. SNAKE CREEK I-C-5

E231-HESSTON 7066 TRACTOR	1/17-1/18
E514-HESSTON 7066 TRACTOR	1/17-1/18
E518-MF 283 SLOPEMOWER	1/17-1/18
E531-CASE 450	1/18-1/19

35. SNAKE CREEK I-C-6

E123-JOHNDEERE 350C SLOPEMOWER	1/18

36. TURKEY CREEK II-A-2

D550-D21E KOMATSU SLOPEMOWER	1/19, 1/22-1/23
E229-HESSTON 7066 TRACTOR	1/10-1/11
E512-HESSTON 7066 TRACTOR	1/10-1/11

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

41 0899

37. WILLOW FORK OF BUFFALO BAYOU V-A

E113-JOHNDEERE 350C SLOPEMOWER	1/9-1/12, 1/15-1/17
E115-JOHNDEERE 350C SLOPEMOWER	1/9-1/12, 1/15-1/17
E146-INTL. 784 TRACTOR	1/8-1/12, 1/16-1/17
E243-FORD 6610 SLOPEMOWER	1/8-1/12, 1/15-1/17

38. WILLOW FORK OF BUFFALO BAYOU V-A-2

E113-JOHNDEERE 350C SLOPEMOWER	1/2, 1/5, 1/8
E115-JOHNDEERE 350C SLOPEMOWER	1/2, 1/5, 1/8
E146-INTL. 784 TRACTOR	1/2, 1/5
E243-FORD 6610 SLOPEMOWER	1/2

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 15, 19 90.

STARTING WITH FILM CODE NO. 90 vol.41 pg.0698

ENDING WITH FILM CODE NO. 90 vol.41 pg. 0899

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez DEPUTY
MELISSA RODRIGUEZ

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 15 DAY OF MARCH, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 0902.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez
MELISSA RODRIGUEZ DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, FEBRUARY 26, 1990
9:00 O'CLOCK A.M.

41 0902

1. Approve minutes of meeting of February 19, 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 request for waiver of tax penalties & interest.
7. Sheriff Perry Hillegeist, re: request approval of Irma Lydia Rosales and Robert Christopher Dowell as reserve deputies.
8. Consider request for extension of sick leave for D.A. employee.
9. Set guidelines for redistricting proposals.
10. Discuss debt service payments due March 1.
11. Consider taking action on public hearing held 2/19/90 to consider accepting Foster Creek Rd. into the County road maintenance system.
12. Set public hearing for changing name of Canal Rd. to Beechnut, Pct. 3.
13. Accept check in the amount of $243.91 and rebudget into 0701, Pct. 3.
14. Consider application from United Gas Pipeline to install gas line under Katy-Gaston Rd., Pct. 3.
15. Consider application from Fort Bend M.U.D. #13 to install force mains under Williams Trace Blvd. & Oilfield Rd., Pct. 4.
16. Consider change order from Bell Shaft Found. concerning landfill wells.
17. Correct minutes of Feb. 5 agenda concerning acceptance of Pecan Grove Sec. 7&8 and authorize bond release, Pct. 4.
18. Consider accepting streets in Oxford, Sec. 1 & Commonwealth Park, Sec. 2 into the County road maintenance system, Pct. 4 & release bond.
19. Accept check in the amount of $5,000 from City of Orchard and amend road materials, Road & Bridge, Pct. 4.
20. Consider request from Tex-Star ~~Ford~~ CHEV to withdraw bid #90-025 (trucks), and consider awarding bid to next low bidder.
21. Authorize advertising for bids for traditional 3/4 ton pickup trucks.
22. Accept or reject bids for purchase of two or more new cardiac defibrillator monitors, with or without trade-in (#90-032).
23. Approve County Treasurer's quarterly report.
24. Meet in Closed Session to discuss land matters (access road serving Pecan Manor), as authorized by Art. 6252-17, Sec. 2(f), V.T.C.S., and consider taking action.
25. Approve bills.
26. Adjournment.

FILED FOR RECORD
TIME 2:30 ~~A.M.~~ P.M.
FEB 2? 1990
Diane Wilson
County Clerk Fort Bend Co.

Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, February 22, 1990 at 2:40 p.m. by N. Lindsey.

41 0903

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, February 26, 1990, at 11:00 a.m. in the Commissioners Court Room on the 1st floor of the Fort Bend County Courthouse Annex, 500 Jackson Street, Richmond, Texas 77469 for the following purposes:

1. Conduct public hearing on the adoption of a plan of taxation for Fort Bend County Road District No. 1.

2. Consider and possibly take action on an Order changing the Name of Fort Bend County Road Disttrict No. 1 to Fort Bend Parkway Road District.

3. Authorize commencement of proceedings to sell the District's first series of bonds.

4. Consider and possibly take action on the engagement of other consultants for the District.

FILED FOR RECORD
TIME 2:30 A.M. P.M.
FEB 22 1990
Diane Wilson
County Clerk Fort Bend Co.

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

0189:2173
\FBRD1\AGENDA

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday February 22, 1990 at 2:40 p.m. by N. Landry.

REGULAR SESSION

BE IT REMEMBERED That on this 26TH day FEBRUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Regular Session 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:

Roman Bohachavesky, County Librarian introduced Harriett Roberts who will head the Texas Archive Depository covering 40 counties based at the George Memorial Library.

1. APPROVE MINUTES OF MEETINGS OF FEBRUARY 19, 1990:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of February 19, 1990 with corrections to #22 pg. 4.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts with NCNB. (Recorded in minutes in full)

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley to approve line item transfer for Personnel Department. Failed due to lack of a second.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner Denham voting no, it is ordered to approve line item transfer for Personnel Department.

4. APPROVE OUT-OF-TOWN TRAVEL REQUEST 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 request for COUNTY CLERK, SHERIFF, LIBRARY, TAX ASSESSOR/COLLECTOR, DISTRICT ATTORNEY, CONSTABLE #2 and EMERGENCY MANAGEMENT. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Lutts voting no, it is ordered to approve service contract with 3M for County Clerk and SLT Communications Sales Co. for Justice of the Peace #3. (Recorded in minutes in full)

6. CONSIDER REQUEST FOR WAIVER OF TAX PENALTIES & INTEREST:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to waive tax penalties & interest

2

41 0905

2/23/90

DATE	PLEDGE/RELEASE	NAME OF BANK	DESCRIPTION OF SECURITY	RECEIPT#	AMOUNT
2/13/90	RELEASE	NCNB	TREAS NOTE	912827UV2	$5000000.00
2/21/90	RELEASE	NCNB	TREAS NOTE	912827XY3	$10000000.00
Total:					$15000000.00

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1990

On this the _____day of _____, 1990, 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 December 11, 1989, the Court heard and approved a budget for the year 1990 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1990, adopted on December 11, 1989.

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)
PERSONNEL DEPARTMENT			
Office Supplies ~~100000071062~~ (Line Item)	10,000.00	9,000.00	- 1,000.00
Property and Equipment 100000071010	2,400.00	3,500.00	+ 1,000.00

Department Head: Richard Sellers Date: February 19, 1990

FORT BEND COUNTY

BY: J. Stavinoha
Jodie Stavinoha, County Judge

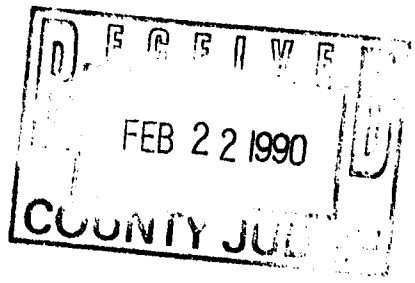
Ben Denham, Commissioner Pct #2

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

Alton Pressley, Commissioner Pct #3

Bob Lutts, Commissioner Pct #4

41 0907



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:

Chief Tom Sparkman and Sergeant Mike Patton

Period: Date of Departure 3/21/90 P.M.

Date of Return 3/25/90 P.M.

Purpose of Trip: to attend the Commission on Accreditation for Law Enforcement Agencies, Inc.

Places to be Visited: Albuquerque, New Mexico

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

Name

2/22/90
Date

Sheriff
Title

* *

Approved: Commissioners' Court

County Judge

2/26/90
Date

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

41 0908

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 April 1

Date of Return April 5

Purpose of Trip: Court Certification Program

Places to be Visited: Wash. D.C.

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

Dianne Wilson
Name

2-26-90
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J Stavinoha
County Judge

2/26/90
Date

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

41 0909

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 21 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Rose Harper

DATE OF DEPARTURE: April 29, 1990

DATE OF RETURN: May 2, 1990

DESTINATION: Jackson, Mississippi

PURPOSE OF TRIP: To attend seminar entitled "Troubleshooting and Maintaining the IBM PC, XT, AT, PS/2 and Compatibles".

MODE OF TRANSPORTATION: airline

****

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

DATE: 2/20/90

R.S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 0910

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
FEB 21 1990
COUNTY JUDGE

TO: COMMISSIONERS' COURT

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

JUDY HARMS

Period: Date of Departure MARCH 22, 1990

Date of Return MARCH 22, 1990

Purpose of Trip: LOTUS 1-2-3 WORKSHOP

Places to be Visited: HOUSTON, TEXAS

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

Name

FEBRUARY 19, 1990
Date

TAX ASSESSOR/COLLECTOR
Title

* *

Approved: Commissioners' Court

County Judge

2/26/90
Date

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

41 0911

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 21 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Constable Ray Breeding
Lt. Sal Gambino
Chief Sam Mann, Sr.
Sgt. Frank Twardowski
Captain Joe Prejean
Sheila Hodges
Theresa Cortez

DATE OF DEPARTURE: March 13, 1990

DATE OF RETURN: March 16, 1990

DESTINATION: Corpus Christi

PURPOSE OF TRIP: Attend Basic Civil Process School

MODE OF TRANSPORTATION: County & Pers. Vehicle

****

DEPARTMENT HEAD APPROVAL: Ray Breeding - Constable - Pct 2
Name & Department

DATE: 2/19/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0912

RECEIVED
FEB 21 1990
COUNTY JUDGE

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:

Constable Ray Breeding — Lt. Sal Gambino

Chief Sam Mann, Sr. — Sgt. Frank Twardowski

Captain Joe Prejean — Sheila Hodges, Thersa Cortez

DATE OF DEPARTURE: April 10, 1990

DATE OF RETURN: April 13, 1990

DESTINATION: Austin

PURPOSE OF TRIP: Attend Advance Civil Process School

MODE OF TRANSPORTATION: County & Pers. Vehicle

****

DEPARTMENT HEAD APPROVAL: Ray Breeding - Constable - Pct 2
Name & Department

DATE: 2/19/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 2/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 0913

RECEIVED
FEB 21 1990
COUNTY JUDGE

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:

Ray Breeding

DATE OF DEPARTURE: April 18, 1990

DATE OF RETURN: April 20, 1990

DESTINATION: Huntsville

PURPOSE OF TRIP: Attend 25th Anniversary of the Criminal Justice Center

MODE OF TRANSPORTATION: Personnel Car

****

DEPARTMENT HEAD APPROVAL: Ray Breeding - Constable - Pct 2
Name & Department

DATE: 2/19/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 0914

RECEIVED
FEB 21 1990
COUNTY JUDGE

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:

Sylvia Powers

DATE OF DEPARTURE: March 5, 1990

DATE OF RETURN: March 5, 1990

DESTINATION: Doubletree--Post Oak, Houston, TX

PURPOSE OF TRIP: To attend seminar entitled "Newsletter Editing, Design and Production".

MODE OF TRANSPORTATION: personal auto

****

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

DATE: 2-20-'90

R. S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 0915

RECEIVED
FEB 21 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Holman Gregory

Period: Date of Departure 3-5-90

Date of Return 3-9-90

Purpose of Trip: TDCAA Investigators' School - Austin, Texas

Places to be Visited:

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

Name

2-20-90
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

2/26/90
Date

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

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED FEB 22 1990 COUNTY JU

41 0916

TO: COMMISSIONERS COURT

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

Ron G. Bolyard

DATE OF DEPARTURE: March 17, 1990

DATE OF RETURN: March 23, 1990

DESTINATION: Emmitsburg, Maryland

PURPOSE OF TRIP: To attend Emergency Management Institute

MODE OF TRANSPORTATION: Airline and Rent Car

****

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

DATE: 02/21/90

Mel L Speed
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 2/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

ORIGINAL INVOICE 2 ORIGINAL INVOICE PAGE 1 OF 1 41 0917 60006830 3M 5

CUST ORDER NO.....9325-14410
CONTRACT NO... FED. I.D. 41-0417775
PARTIAL ORDER.....NO ORIG.INV NO..
ORDER DATE....02/14/90 CUST REF NO...QCZ27962
SHIP DATE.....02/14/90 D-U-N-S....00-491-8108

INVOICE NO.....XH20289
DATE....02/14/90

REMIT TO
3M JDT4851 (DO)
P.O. BOX 33844
ST.PAUL MN 55133-3844

ACCT NO: CHARGE TO JDT4851 R03593
FORT BEND COUNTY CLERK
301 JACKSON
RICHMOND TX 77469-3108

SHIP TO
SAME
301 JACKSON

TERMS DATE.....02/14/90
TERMS OF SALE....
NET 30 DAYS
CORRESPONDENCE TO
CREDIT DEPT/3M (DO)
P.O. BOX 28158
DALLAS TX 75228-0158
PHONE 214-324-8100

1 SALES REP..BELOW

QUANTITY	UNIT	UPC NO.	DESCRIPTION	NET PRICE	NET AMOUNT
			SLM DFS99-4		
3	EACH		GMA RENEWAL MODEL 260 12MO	400.00	1,200.00
			BILLING FOR ON SITE MAINTENANCE		
			3 MODELS 260 BGL S/N603053		
			603057 AND 603164 ✓		
			COVERAGE INCLUDES READER ONLY		
			CONT PERIOD 9-27-89 TO 9-26-90		
			EXEMPTION CERTIFICATE:GOVERNMENT		

*** SHPD 02/14 FROM-DEKALB IL VIA-
*** B/L-

PAY THIS FULL INVOICE TOTAL
1,200.00

FC DK 1 CZZ

TERMS AND CONDITIONS OF SALE The following is made in lieu of all warranties, expressed or implied: Seller's only obligation shall be to replace such quantity of the product proved to be defective. Seller shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use of, or the inability to use, the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. The foregoing may not be changed except by an agreement signed by an officer of seller.

We hereby certify that goods covered by this invoice have been produced in compliance with the Fair Labor Standards Act of 1938, as amended.
Minnesota Mining and Manufacturing Company

REMITTANCE ADVICE

DETACH AND RETURN WITH PAYMENT
TO "REMIT TO" ADDRESS BELOW

3M

REMITTANCE FROM JDT4851
FORT BEND COUNTY CLERK
301 JACKSON
RICHMOND TX 77469-3108

REMIT TO
3M JDT4851 (DO)
P.O. BOX 33844
ST.PAUL MN 55133-3844

TERMS DISCOUNT	.00
FREIGHT	.00
TX TAX	.00
COUNTY TAX	.00
CITY TAX	.00
OTHER TAX	.00

REMITTANCE FOR

INVOICE NO.	DATED	TERMS DATE	TERMS OF SALE	INVOICE AMOUNT
XH20289	02/14/90	02/14/90	NET 30 DAYS	1,200.00

AMOUNT REMITTED

SLM DF
9325-14410 URZ XH20289 SC CZZ

41 0918 5

SLT COMMUNICATIONS SALES COMPANY

150 BROOKS STREET, SUITE 112 • P.O. BOX 650
SUGAR LAND, TEXAS 77478

Telecommunication Service and Maintenance

Term: 1 YEAR

Contract No.: 49115

Customer: JUDGE ROBERT STAHL JUSTICE/PEACE

Address: 13401 Southwest FRWY., SUGAR LAND, TX 77478

Equipment

Description	Quantity	Charge
TYPE SYSTEM: 1A2 TELEPHONE INSTRUMENTS	6	***TOTAL MAINTENANCE COST*** $395.00 TAX EXEMPT TERMS: 10 x 4 x 12 BEGINNING DATE: 01-01-90 TERMINATION DATE: 12-31-91
	MAIL TO:	SUGAR LAND TELEPHONE CO. P.O. BOX 650 SUGAR LAND, TEXAS 77487 ATTN: BETTY RODRIGUEZ

SPECIAL INSTRUCTIONS: THIS CONTRACT DOES NOT INCLUDE PAGING SYSTEMS, POWER INVERTERS AND BATTERY BACKUP SYSTEMS. CONTRACTS FOR THESE ITEMS ARE AVAILABLE AT ADDITIONAL COST.

NOTE: PLEASE SIGN UNDER AGREED SECTION AND RETURN ORIGINAL CONTRACT WITH PAYMENT.

Agreed to this _____ day of _____ 19 ____

By _____

Title _____

Accepted this _____ day of _____ 19 ____

By _____

Title _____

RECEIVED
2-08-90 al
JUSTICE OF THE PEACE
FT. BEND CO. PCT. 3

A Member Of SLT COMMUNICATIONS, INC.

in the amount of $153.11 and attorney fees in the amount of $45.33 for MELVIN MARTIN as recommended by Marsha Gaines, Tax Assessor/Collector. (Recorded in minutes in full)

7. SHERIFF PERRY HILLEGEIST, RE: REQUEST APPROVAL OF IRMA LYDIA ROSALES AND ROBERT CHRISTOPHER DOWELL AS RESERVE DEPUTIES:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve Irma Lydia Rosales and Robert Christopher Dowell as reserve deputies.

8. CONSIDER REQUEST FOR EXTENSION OF SICK LEAVE FOR D.A. EMPLOYEE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize extension of 22 workdays for Marilyn Nord, District Attorney employee. (Recorded in minutes in full)

9. SET GUIDELINES FOR REDISTRICTING PROPOSALS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to adopt guidelines with additions as presented to seek RFP's for redistricting. (Recorded in minutes in full)

10. DISCUSS DEBT SERVICE PAYMENTS DUE MARCH 1:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize $109,897.00 transferred from general fund to debt service fund to pay debt service payment on March 1, 1990.

11. CONSIDER TAKING ACTION ON PUBLIC HEARING HELD 2/19/90 TO CONSIDER ACCEPTING FOSTER CREEK RD. INTO THE COUNTY ROAD MAINTENANCE SYSTEM:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept Foster Creek Dr. into the county road maintenance system. (Recorded in minutes in full)

12. SET PUBLIC HEARING FOR CHANGING NAME OF CANAL RD. TO BEECHNUT, PCT.3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to set public hearing for changing Canal Rd. to Beechnut, Pct. 3 for March 19, 1990 at 10:00 a.m.

13. ACCEPT CHECK IN THE AMOUNT OF $243.91 AND REBUDGET INTO 0701, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept check in the amount of $243.91 and rebudget into 0701, Pct. 3.

14. CONSIDER APPLICATION FROM UNITED GAS PIPELINE TO INSTALL GAS LINE UNDER KATY-GASTON RD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from United Gas Pipeline to install gas line under Katy-Gaston Rd., Pct. 3. Cashier's check in the amount of $2,000 was presented to Commissioners Court. (Recorded in minutes in full)

6

41 0920

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: February 23, 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 - Melvin Martin
Accounts .901-0143-01-005-0020 & .901-0143-01-005-0030
Precinct #4

Mr. Martin is requesting waiver of penalty, interest, and attorney fees for years 1984 through 1986.

The Fort Bend Central Appraisal District has had Mr. Martin's accounts confused with Mr. George Gayle's accounts. Mr. Martin has either paid taxes on Mr. Gayle's accounts or his accounts during this time frame according to the information supplied by the Central Appraisal District.

The corrections have been received from the Central Appraisal District to correct the problem with Mr. Martin's accounts.

Breakdown of Taxes:

Base Tax	$270.82
Penalty and Interest	153.11
Attorney Fees	45.33
Total	$469.26

I recommend waiver of penalty, interest and attorney fees on the above referenced accounts due to the errors made by the Central Appraisal District. In addition, I recommend

that the payments Mr. Martin made on the incorrect accounts be transferred to the correct accounts.

xc: Tax Office 1-9-90

1/26 AGENDA ITEM #6

41 0921

AS PER ORIGINAL

January 3, 1989

County Judge Jodie Stavinoha
P.O. Box 368
Richmond, Tx 77469

Re. Acct # 901-0143-01-005-0020
901-0143-01-005-0030

Dear Sir

We request to be placed on Commissioner's Court agenda to present our case regarding a waiver of interest and penalty on property taxes.

We have worked with CAD and the County for 4 years to get this matter corrected and only recently has it been done.

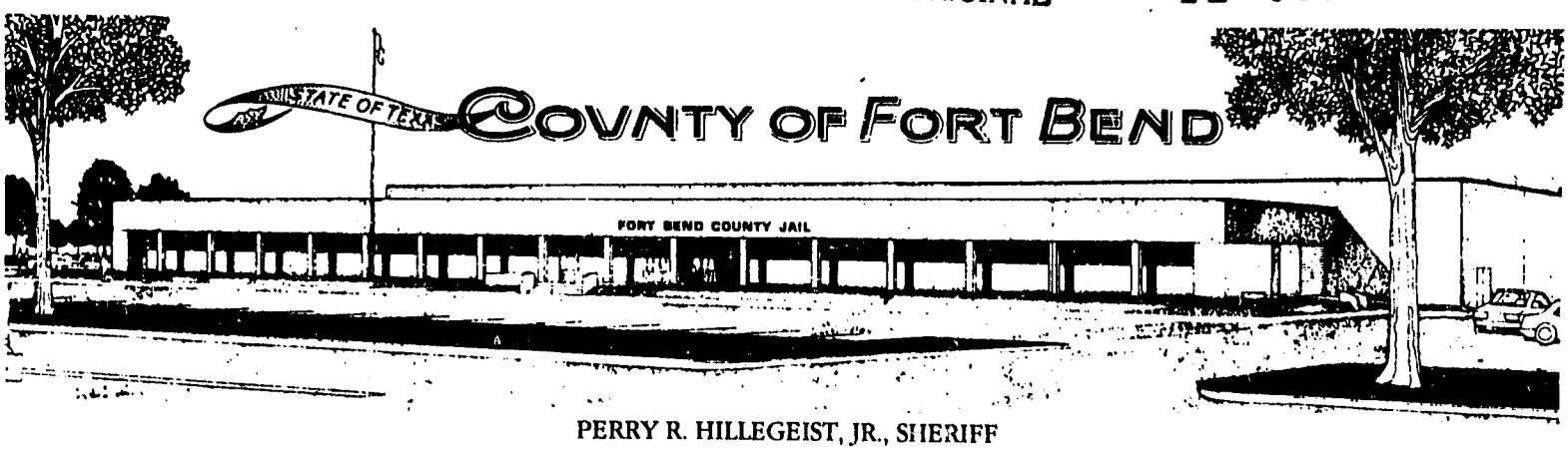
The account has been paid in full.

Thank You

Respectfully Yours
Melvin H Martin

RECEIVED
JAN 8 1990
COUNTY

AS PER ORIGINAL 41 0922 (7)



PERRY R. HILLEGEIST, JR., SHERIFF

February 16, 1990

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, February 26, 1990.

Approve appointment of Irma Lydia Rosales and Robert Christopher Dowell 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. Tom Sparkman, Chief Deputy
Mr. Jed Walzel, Reserve Chief Deputy

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

8

41 0923

Feb. 22, 1990

AS PER ORIGINAL

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

FROM: Personnel Office
Bill Thomas

SUBJECT: Requested extended sick leave - Marilyn Nord - D.A.s' Office

---

On behalf of Mr. Selleh, I've reviewed the letter of request from Mr. Dick regarding the above subject, which I understand is on the Court agenda for Monday, February 26, 1990.

Mrs. Nord was hired on 4/1/79 and had not used any significant sick leave until July 87 at which time she underwent a very radical surgery requiring use of the sick and vacation time, and follow up treatments afterward.

As if the pay period ending 2/2/90 Mrs. Nord had an accrued balance of 71.81 hours vacation time, and 10.22 hours sick time. The rationale for such a small amount of sick time currently available appears well justified, and I recommend favorable consideration of Mr. Dick's request under the circumstances.

Current guidelines (schedules) allow for an extended sick leave time of up to 22 work days for an employee with 10 or more years employment at the discretion of Commissioner's Court.

BT:
Attachment

Bill Thomas

cc: Sam Dick, District Attorney
Richard Selleh, Personnel Director
Dianne Wilson, County Clerk

41 0924

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

February 22, 1990

Mr. Richard Selleh
Personnel Director
Ft. Bend County
309 South 4th Street
Richmond, Texas 77469

Dear Mr. Selleh:

I am hereby requesting extended leave of up to 22 working days for Marilyn Nord. Marilyn has been a valued employee of Ft. Bend County for over 10 years. She does an excellent job for the Criminal District Attorney's office. Marilyn underwent unexpected surgery on Monday, February 19, 1990 that will keep her off work for 6 weeks. Her accumulated vacation and sick time is approximately 10 days.

This request is scheduled for Commissioners' Court on Monday, February 26, 1990. Because of the late date of my submission, please advise me if this request will need to be postponed for a week.

I thank you in advance for your help.

Sincerely,

Sam W. Dick

SWD/bd

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

2/12 xc: Purchasing Agent

AS PER ORIGINAL

County Judge

41 0925 9

FORT BEND COUNTY CLERK

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: Commissioners Court

From: Dianne Wilson, County Clerk DW

Re: RFP's for Re-districting

Date: February 8, 1990

I appreciate the necessary action you took on February 5 to advertise for RFP's for the re-districting of our county. Several areas that should be included in the scope of work:

1) Provide working maps to County Judge, each Commissioner, County Clerk, County Attorney and County Engineer to ensure accuracy and compliance.

2) Provide metes & bounds of state senator and state legislative lines, precinct lines (commissioner) JP and voting precinct lines.

3) Provide block ranges by street of voting precinct lines.

4) Submission of all changes upon approval by Comm Court and follow through to approval to the Justice Dept. ~~[illegible]~~

All the above is very important allowing the redistrict of voters to be a smooth transition. The final format must be compatible with our current computer programs.

cc: Larry Wagenbach

Approved 2/26/90

301 Jackson St. P.O. Box 520, Richmond, Texas 77469 - (713) 341-8685 Fax(713) 341-4520

d:foster.let

41 0926

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

February 8, 1990

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

RE: Foster Creek Estates-Acceptance of Roads

Dear Commissioner Pressley:

Reference is made to a letter dated September 26, 1989 from Mr. Bob Belk, Attorney at Law, regarding the above stated matter.

This office has reviewed the document in question and made the following recommendations:

(1) Commissioners Court hold a public hearing on whether there is a prescriptive right in the public in the roads in question and to give all property owners a right to a hearing to protest the County accepting the roads.

(2) After the public hearing, the Commissioners Court should make a determination as to whether the public has a prescriptive right in the roads.

In the event the Court finds prescription, the roads can be accepted into the County Road Maintenance System, if you are satisfied with the condition of the road. It is my understanding that the residents have spent $25,000.00 within the past year to bring such into Court standards and are willing to buy more material.

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

In summary, this office would recommend a public hearing on the prescription issue at your convenience.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:rg:2119

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Bob Lutts
Criminal District Attorney

COUNTY OF FORT BEND

Engineering Department

P. O. Box 1449
Rosenberg, Texas 77471

3403 Avenue F
Phone: 342-3039

May 3, 1989

Commissioner Alton B. Pressley
Fort Bend County, Precinct 3
1809 Eldridge Road
Sugar Land, TX 77478

Re: Foster Creek Estates, an Unrecorded Subdivision - Acceptance of Roads

Dear Commissioner Pressley:

As requested by your letters of April 25, 1989 and April 20, 1989, a reinspection of one road in Foster Creek Estates has been performed and the Documents (Volume 752, Page 703, Dedication of Right-of-Way) reviewed as submitted.

The attached Dedication of Right-of-Way as submitted is not a Dedication to the Public or Fort Bend County. As interpreted by this office, it is simply a Dedication by each of six individuals (Rhea Swanson, Don R. Wroten, Ollie R. McWilliams, Malcolm D. Bailey, Don L. Schriver and Wallace H. Claypool) to every other individual listed "...for the purpose of a roadway for the ingress and egress on a prive right-of-way .... provided that the parties of this agreement, their heirs, successors or assigns shall have perpetual access through over and across the herein dedicated parcel of land."

Nowhere does this Document refer to public access or the rights of land owners to maintain or dedicate the rights-of-way to Fort Bend County.

As you mentioned in your letter of April 20, 1989, it has been presented to you that the areas of concern stated in the November 2, 1988, inspection letter from this office have been addressed. To save time and avoid duplication, the attached copy of the letter has the paragraphs numbered and will be referred to in this reply in this manner.

Paragraph 2 - The Foster Creek Subdivision has still not been platted to comply with both State Statute and Fort Bend County Platting Policies. The attached letter from the District Attorney's Civil Division Office dated November 22, 1983, regarding Fort Bend County Platting Requirements references exemptions from the platting requirements by Commissioner's Court approval. The City of Fulshear also has jurisdiction of this Development.

Paragraph 3 - The right-of-way of the road has not been dedicated to the public by plat or separate instrument.

Paragraph 4 - Of the road limits as shown on the Kalkomey Drawings dated March, 1989, there are 26 lots fronting the road with 5 houses built out or 19.23% developed, not the 60% required.

Paragraph 5 - The attached reinspection dated April 26, 1989, does reflect that the homeowners have paid to have this portion of the roadway brought up to Fort Bend County Requirements. There appear to be sufficient amounts of compacted materials as reflected by the reinspection report.

Paragraph 6 - The lots are still depicted as going to the centerlines of roads; and creeks and drainage facilities are not protected by reserves or easements.

Paragraph 7 - There have been no drainage calculations or plans approved by either Fort Bend County Drainage District or this office and no road bonds or sureties have been submitted with the plat.

Paragraph 8 - No change from letter.

Paragraph 9 - One 18" dia. culvert has been installed, but the 12" dia. driveway culverts were not changed to 18" dia. when the ditch was re-dug and culverts adjusted.

Paragraph 10 - There is still no Drainage Plan of record.

Paragraph 11 - The bridge is still in the condition of the original inspection. The posted rating sign showing a 50,000 pound maximum has been removed. There is still no right-of-way for the bridge. The bridge still does not meet size or weight requirements and needs to be elevated above the 100 Year Flood Plain.

Paragraph 12 - Only one of the 7 driveways on this road has an 18" dia. culvert. The rest are either 12" dia. or non existant.

Paragraph 13 - The road(s) in question are not asphalt topped as per 5.4 e of the Subdivision Platting Policy.

Paragraph 14 - There are still no stop signs in this Development and the street signs are confusing (Foster Creek Drive at Foster Creek).

Paragraph 15 - Deed Restrictions (if in existence) regarding the conveying of Rights-of-Way and Easement have not been submitted or reviewed.

Paragraph 16 - This Development does fall in the E.T.J. of the City of Fulshear and their review of plats and plans is required.

Paragraph 17 - It is the determination of this office that the survey drawings do not constitute formal plats and the roads and related facilities are not in compliance with either Platting Policies from 1961 through present or standard specifications for streets, roads and drainage facilities. It is not

recommended that these roads be accepted by Fort Bend County on either a road by road basis or as a total subdivision for permanent maintenance unless in compliance with all State, Federal and Local Statutes and Regulations.

While the ditches on this section of road have been cleaned and redefined, there is still no course for storm water to drain. The lakes shown as approximate Station 35+00 have no outfall and do not meet Drainage Criteria Manual Requirements.

At the intersections of Foster Island and at Foster Creek Drive, the redefined ditches empty into non-improved ditches or dead end. There needs to be proper facilities for these roadside ditches to drain to or through. During recent rains the improved ditches either simply backed up or sheetflowed across lots and the roads. Proper outfall ditches with pipes into the creek still need to be installed.

With regards to the name of this road being Foster Creek Drive, the main road connecting this proposed road and FM 359 was accepted November 3, 1986, by Commissioners Court as Foster Creek Drive. This proposed road refered to as Foster Creek Drive in your letter of April 20, 1989, begins at a cul-de-sac approximately 450 feet west of the tee intersection with existing Foster Creek Drive as reflected on page 6 of the 1986 County Map and is not an extension of the existing paved road. Some system of road names must be decided on to plat and dedicate the roads in this subdivision.

This office has been in contact with Kalkomey Engineering and the Homeowners Committee with regards to this project. Should you have questions or require additional studies or simply meet at this site, we will be most happy to answer questions.

Sincerely,

Charles G. Crocker

Charles Glen Crocker
Assistant County Engineer

CGC/mk

cc: Ron Drachenberg

attachments: Fort Bend County Engineering letter dated November 2, 1988
Fort Bend County Precinct 3 Commissioner letter dated April 20, 1989
Fort Bend County Precinct 3 Commissioner letter dated April 25, 1989
Inspection Report dated April 26, 1989
Right-of-Way Dedication dated December 5, 1977

AS PER ORIGINAL

(12)

41 0931

****

PUBLIC HEARING NOTICE

****

FOR: Changing name of Canal Rd. to Beehnut, Pct. 3

DATE: March 19, 1990

TIME: 10:00 Am

NEWSPAPER(S) Mirror

INVOICE: E. C. "Ned" Brown, JR
6363 Woodway Dr #300
Houston 77057-1716

(14)

41 0932

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 26th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of United Gas Pipe Line Co. dated 2/14/90, permit no. 81134 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shieles, 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 Machenberg
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.

41 0933

Appl. # 81134

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

2-19-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00
Cashier's Check
#61-021771491

8/3/87

41 0934

AS PER ORIGINAL

Texas Commerce Bank
NATIONAL ASSOCIATION
HOUSTON, TEXAS 77252
Member FDIC

OFFICIAL CHECK

61-021771491

FEB DATE 3 1990

SELLING AGENT
REMITTER *United Gas Pipeline Co.*******

PAY TO THE ORDER OF *County of Ft. Bend, Texas********

*$2000.00*******

TEXAS COMMERCE BANK N.A. 2,000dol's00cts

A 60 day waiting period and an indemnifying Bond is required to replace this check.

ISSUED BY AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. Englewood, Colorado
FIRST INTERSTATE BANK OF DENVER, N.A., DENVER, COLORADO

23-1
1020

AUTHORIZED SIGNATURE

⑆102000018⑆61 ⑈021771491⑈

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY **41 0935**

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81134

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Katy-Gaston	2 miles southeast to FM 1093	65 feet	Bored		(Uncased)	

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

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

General Description

At a point located in the I. & G. NN. R.R. Co. Survey, A-364, Ft. Bend County, Texas as shown on United Gas Pipe Line Company Drawing #UAG-5084.

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: UNITED GAS PIPE LINE COMPANY
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Dale S. Broach
(Signature)

NAME & TITLE Dale S. Broach, Gen. Supt., ROW
(Please Print)

DATE: February 14, 1990
ADDRESS: 600 Travis, P. O. Box 1478
(Street/P.O. Box)

Houston TX 77251-1478
City State Zip
TELEPHONE NO: 713-229-4415

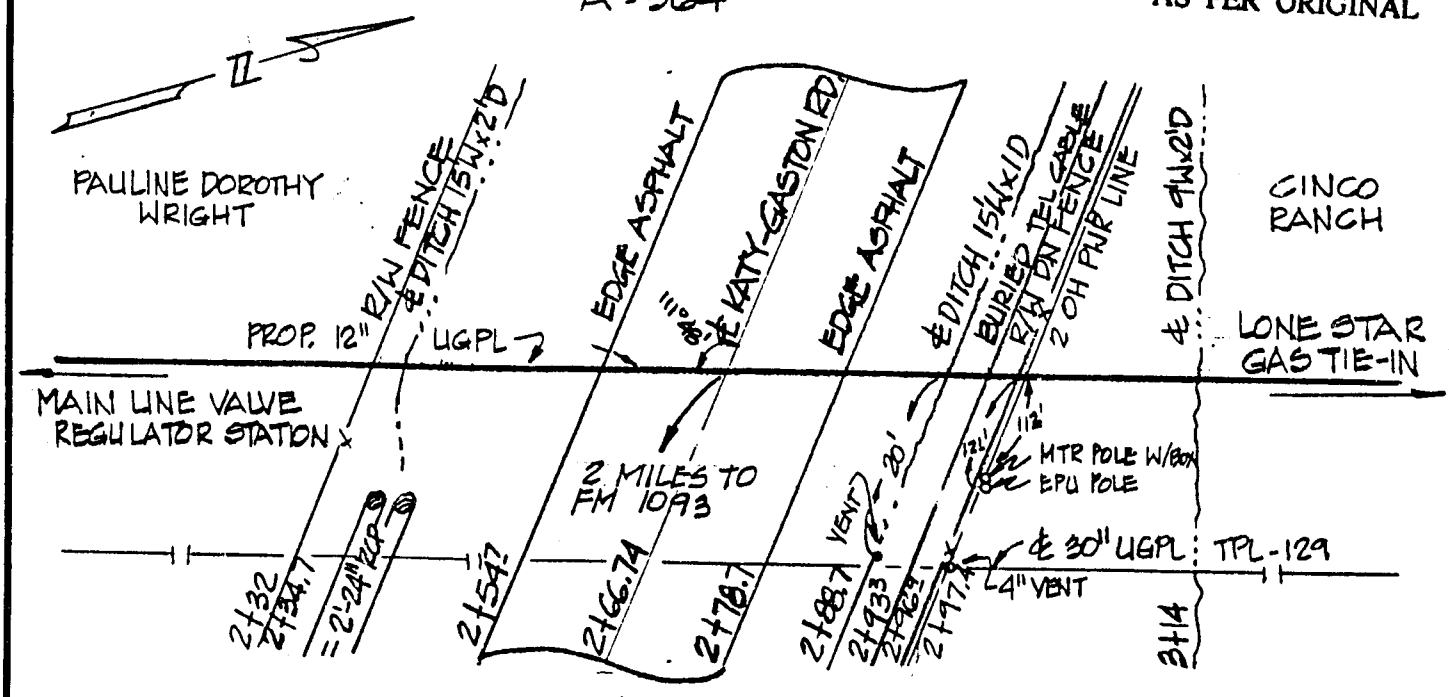
FORT BEND COUNTY, TEXAS

I. & G. N.N. R.R. CO.

A-364

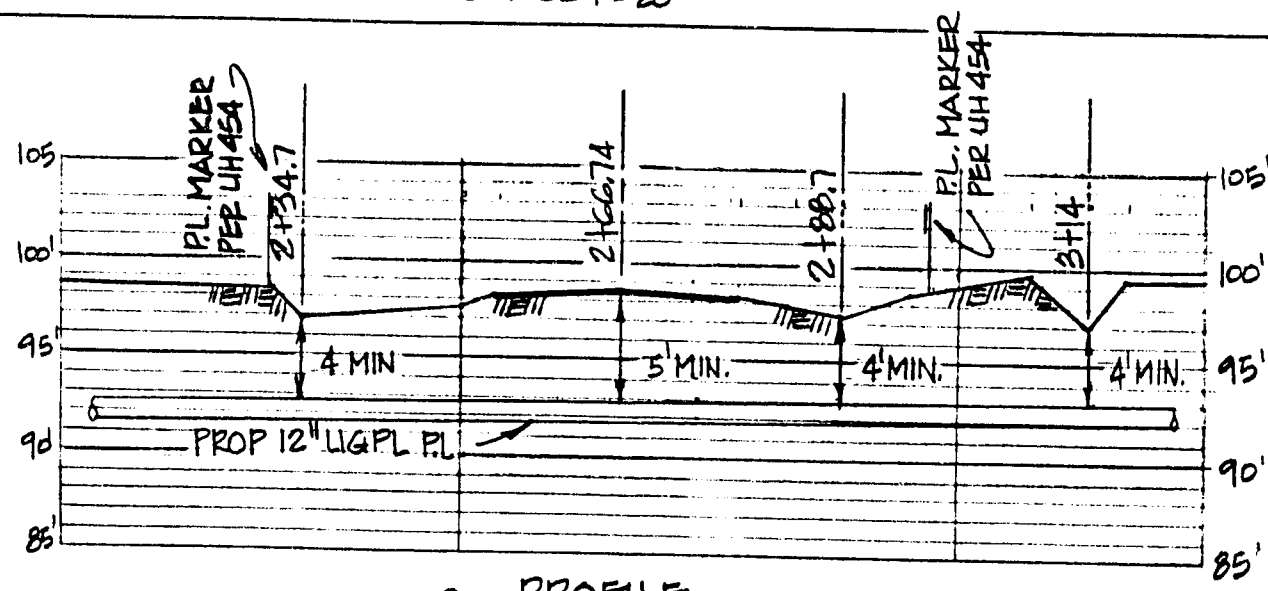
41 0936

AS PER ORIGINAL



PLAN

SCALE 1" = 20'



PROFILE

SCALE 1" = 20'H
1" = 10'V

NOTES:
INSTALLATION: SLICK BORE
CONTENTS: NATURAL GAS
CARRIER: 12 3/4" O.D. x .312" W.T., X-60 STEEL LINE PIPE
COATING: FUSION BONDED EPOXY 12-14 MILS
MAOP: 1000 PSIG
HYDROSTATIC TEST PRESSURE: 2160# MIN. FOR 8 HRS
DESIGN CODE: .5
CATHODIC PROTECTION: IMPRESSED D.C. CURRENT
CASING: NONE

INDEX 129-42

UNITED GAS PIPE LINE COMPANY

ENGINEERING DEPARTMENT - HOUSTON, TEXAS

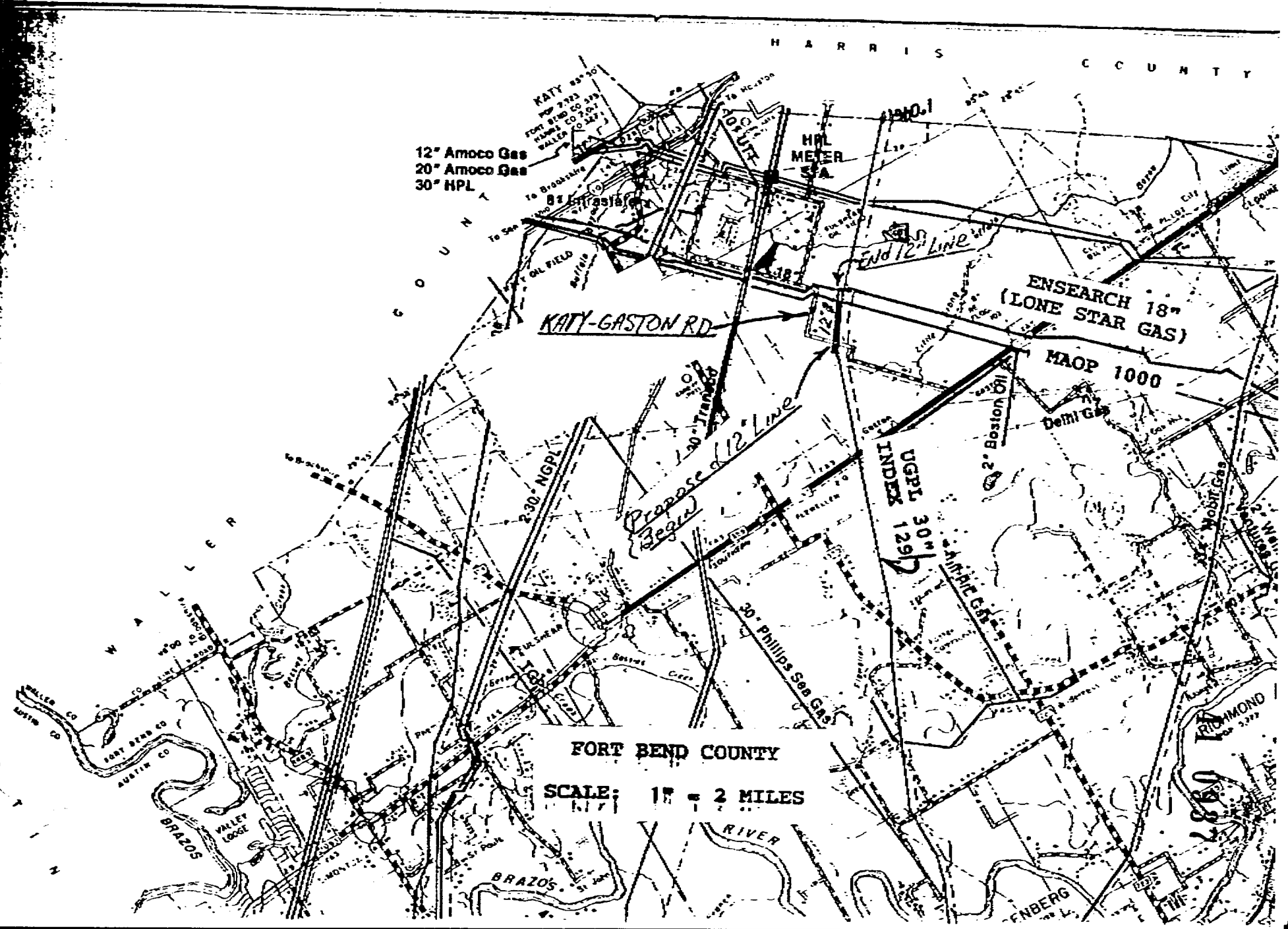
PROPOSED 12" GAS PIPELINE CROSSING KATY-GASTON ROAD

FORT BEND COUNTY TEXAS

SURVEYED BY	DATE	CORRECT BY RC	DATE 12/89
DRAWN BY DTL	DATE 12-89	APPROVED BY GTC	DATE 12-20-89
TRACED BY	DATE	APPR BY Harlan Mettenbrink	
CHECKED BY BS	DATE 12/89		
PC AFE	SCALE SHOWN	UAG 5084	
E7 264	SHEET 1 OF 1		

REVISION | DATE | BY

AS PER ORIGINAL



15. CONSIDER APPLICATION FROM FORT BEND M.U.D. #13 TO INSTALL FORCE MAINS UNDER WILLIAMS TRACE BLVD. & OILFIELD RD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Fort Bend M.U.D. #13 to install force mains under Williams Trace Blvd. & Oilfield Rd., Pct. 4. (Recorded in minutes in full)

16. CONSIDER CHANGE ORDER FROM BELL SHAFT FOUND. CONCERNING LANDFILL WELLS:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to change order from Bell Shaft Foundation in the amount of $5,950.70 concerning landfill wells. (Recorded in minutes in full)

17. CORRECT MINUTES OF FEB. 5 AGENDA CONCERNING ACCEPTANCE OF PECAN GROVE SEC. 7&8 AND AUTHORIZE BOND RELEASE, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to correct minutes and accept Woodland Dr. (1256 ft.), Pecan Grove Sec. 7 into the county road maintanance system and release bond.

18. CONSIDER ACCEPTING STREETS IN OXFORD, SEC. 1 & COMMONWEALTH PARK, 2 INTO THE COUNTY ROAD MAINTENANCE SYSTEM, PCT. 4 & RELEASE BOND:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following streets into the road maintenance system, Pct. 4 and release bond #124705 in the amount of $478,107.60 and #8117-4121 in the amount of $388,612.85. (Recorded in minutes in full)

Oxford, Section 1:

Warwick Drive	1,066
Wickford Circle	184
Chipping Court	94
St. Ives Street	1,155
Knightsbridge Blvd.	1,178
Amersham Way Way	1,050
Total	4,727 ft.

Commonwealth Park, Section 2:

Bradford Circle	2,790
Coventry Court	472
St. Albans Court	231
Stockbridge Court	285
St. Michaels Court	590
Total	4,368 ft.

19. ACCEPT CHECK IN THE AMOUNT OF $5,000 FROM CITY OF ORCHARD AND AMEND ROAD MATERIALS, ROAD & BRIDGE, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept check in the amount of $5,000 from City of Orchard and amend road materials, Road & Bridge, Pct. 4.

20. CONSIDER REQUEST FROM TEX-STAR CHEV. TO WITHDRAW BID #90-025 (TRUCKS) AND CONSIDER AWARDING BID TO NEXT LOW BIDDER:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize Tex-Star Chev. to withdraw from bid #90-025 and accept next low bid from Joe Grillo

(15)

41 0939

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 26th day of February, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend County M.U.D. #13 dated 2/14/90, permit no. 81135 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Brachenberg
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.

41 0940

Appl. # 81135

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

2-19-90
Date

✓ (1) Complete Application Form

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

None Provided 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 ?
FBC MUD #13

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)

41 0941

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81135

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)

SANITARY SEWER FORCE MAIN:

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
WILLIAMS TRACE BLVD.	1050'± S.W. OF AUSTIN PKWY.	96 L.F.	X	X		
~~STEEP BANK CREEK~~	~~600' E. OF OILFIELD ROAD~~ ~~2000' S. OF AUSTIN PKWY.~~	~~110 L.F.~~			~~OPEN~~	~~TRENCH~~
OIL FIELD ROAD	800'± S. OF COMMONWEALTH BLVD.	70 L.F.	X	X		

DELETE JMN

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

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

General Description

CONSTRUCTION OF SOUTH TRUNK LINE (FORCE MAIN) FROM LIFT STATION 'A' TO THE SOUTH WASTE TREATMENT PLANT. DUCTILE IRON PIPE (THK. CL. 51) @ WILLIAMS TRACE & STEEP BANK CREEK, COATED STEEL PIPE (0.375-INCH W.T.) @ OILFIELD ROAD

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: ESPEY, HUSTON & ASSOCIATES, INC.
AGENT ~~and/or OWNER~~
(accessible 24 hrs/day, 7 days/week:

Dale Conger
(Signature)

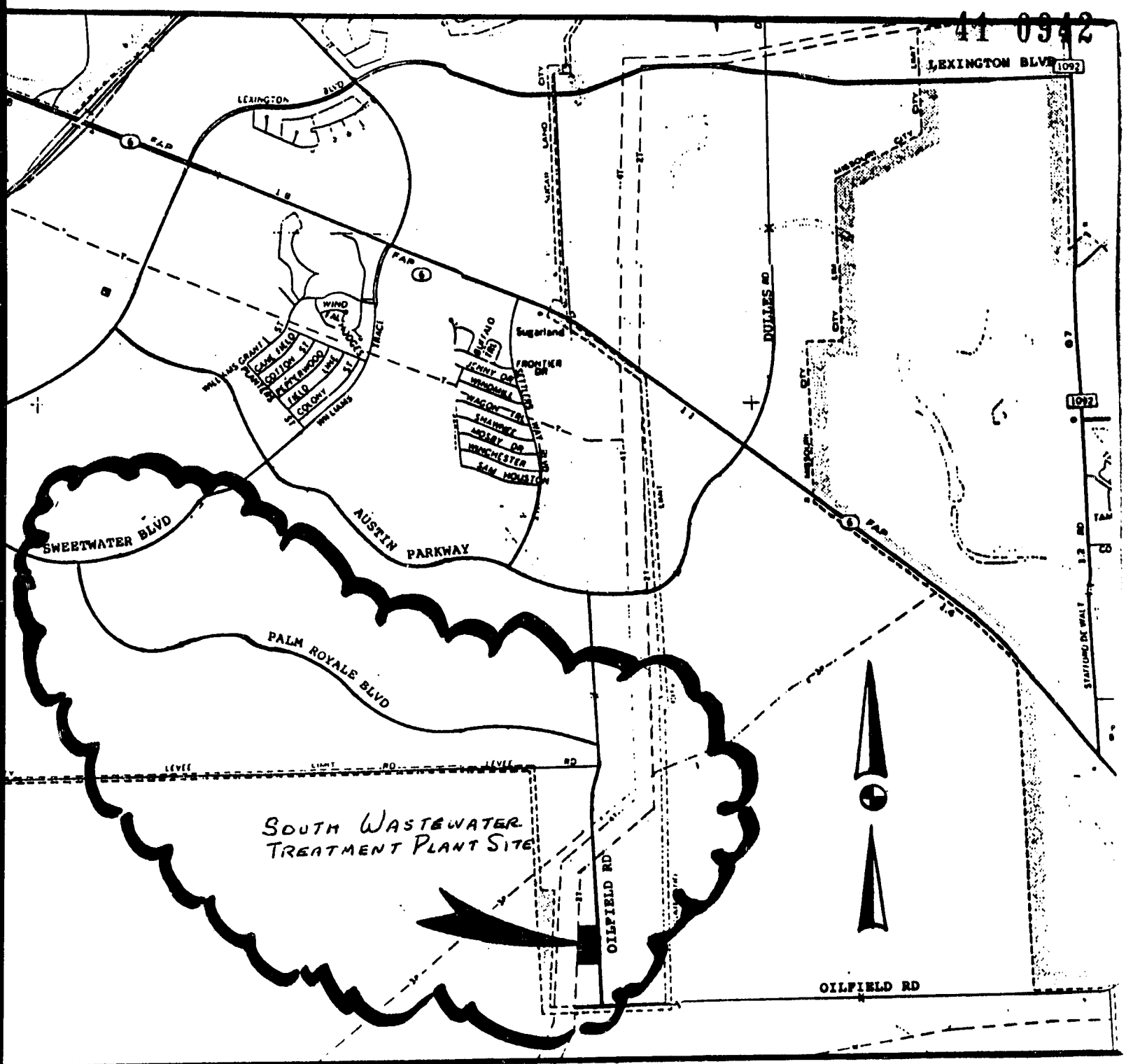
NAME & TITLE DALE CONGER, P.E. PROJECT MANAGER
(Please Print)

DATE: 2/14/90
ADDRESS: 888 WEST BELT DR. SO., STE. 200
(Street/P.O. Box)

HOUSTON, TEXAS 77042
City State Zip

TELEPHONE NO: (713) 781-8800

41 0942



VICINTY MAP SCALE 1" : 1/2 MILE

AS PER ORIGINAL

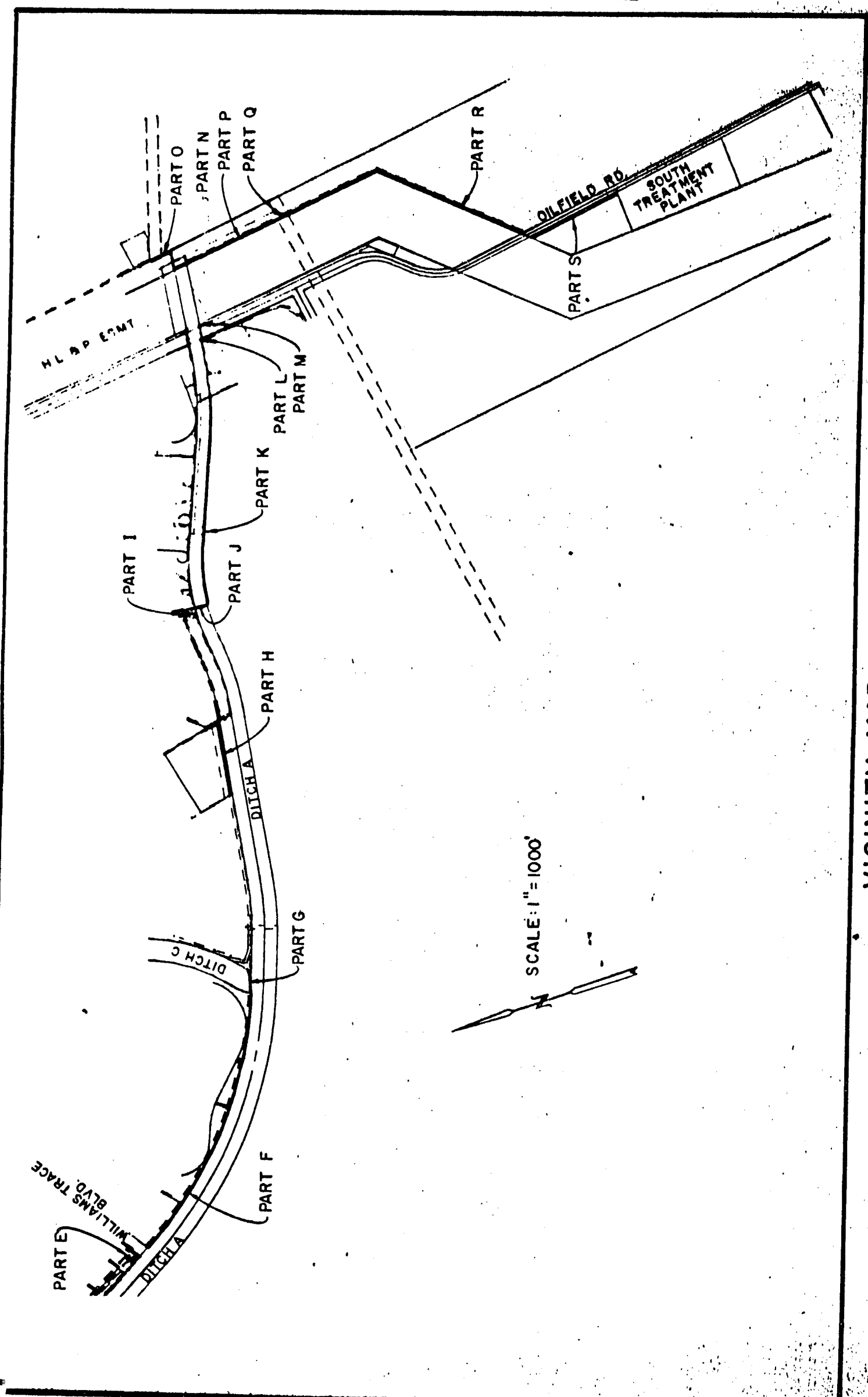
ESMT.

E. HOWARD

E NO.

41 0943

AS PER ORIGINAL



VICINITY MAP

BELL SHAFT (Change Order)

Original Bid

1. Gas Wells - 13 @ $26,226.85
10 @ $20,174.50
$46,401.35

As Built 21 @ $2,017.45 = $42,366.45
Well #9 = $3,202.00
#11 = $3,362.00
#12 = $3,522.00
$52,452.45
-$46,401.35
(Over) $6,051.10

Original Bid

2. Probes - 28 @ $27,300.40
16 @ $15,600.00
$42,900.40

As Built 39 @ $975.00 = $38,025.00
4 @ $975.00 = $3,900.00
= $41,925.00
= $42,900.40
(Under) = $975.40

3. MOVE IN OR OUT $875.00

NET CHANGE ORDER = ($875.00 + $6,051.10 = $6,926.10 -$975.40) = $5,950.70

* ESTIMATED FIGURES ONLY - ENGINEERING DEPARTMENT

SPECIAL SESSION

BE IT REMEMBERED That on this 5TH day of FEBRUARY, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

JODIE STAVINOHA	COUNTY JUDGE
BEN DENHAM	COMMISSIONER PRECINCT #2
ALTON PRESSLEY	COMMISSIONER PRECINCT #3
BOB LUTTS	COMMISSIONER PRECINCT #4
DIANNE WILSON	COUNTY CLERK

With Commissioner O'Shieles absent for vote.

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

1. APPROVE MINUTES OF MEETING OF JANUARY 22, 1990:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of January 22, 1990.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve changes in depository pledge contracts with NCNB and SUGAR CREEK BANK. (Recorded in minutes in full)

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

   None

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

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out of town travel requests for FIRE MARSHALL, COMMISSIONER #1 & 3, CONSTABLE #2, JUVENILE PROBATION, EMERGENCY MANAGEMENT, DISTRICT ATTORNEY, PURCHASING, COUNTY JUDGE, TAX ASSESSOR/COLLECTOR, LIBRARY, 268TH DISTRICT COURT, EXTENSION AGENT, COUNTY CLERK, SHERIFF, HEALTH DEPT. PERSONNEL and AUDITOR. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve maintenance agreement with COPIER SPECIALISTS for Justice of Peace #2; SUPER TEC COMPUTERS for George Memorial Library; 3M for Sheriff and REN WASTE SYSTEM for Commissioner Precinct #3. (Recorded in minutes in full)

23. CONSIDER ACCEPTING DONATION OF STATE HWY. 36 BYPASS RIGHT-OF-WAY FROM KENNETH C. MARGOLIS, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept donation of State Hwy. 36 bypass right-of-way from Kenneth C. Margolis, Pct. 4. (Recorded in minutes in full)

24. CONSIDER ACCEPTING STREETS IN PECAN GROVE PLANTATION, SEC. 7 & 8 INTO THE COUNTY ROAD MAINTENANCE SYSTEM, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the following streets in Pecan Grove Plantation:

Pecan Grove Plantation, Section 8

Quarter Path Drive	1290
Woodmere Lane	440
Walnut Grove Lane	899
Briar Green Court	419
Woodfair Drive	734
Total	3782

Pecan Grove Plantation, Section 7

Roundstone Drive	635
Woodfair Drive	546
Leisure Lane	510
Country Creek Way	672
Rambling Stone Drive	1600
Shady Trail Court	190
Enchanted Path Court	192
Mossy Green Court	294
Country Square Drive	1463
Old South Drive	1237
Total	7339

25. 10:00 A.M.- HOLD PUBLIC HEARING FOR TRAFFIC CONTROL DEVICES IN SAN MIGUEL SUB., SEC. 6

No public comments.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, with Commissioner Denham absent for vote, and Judge Stavinoha voting yes, it is ordered to accept the recommendation of County Engineer to install 3-way traffic control devices in San Miguel Subdivision, Sec. 6.

26. 10:15 A.M.-HOLD PUBLIC HEARING FOR CLOSING DRY CREEK BRIDGE ON GUBBELS RD., PCT. 1, AND CONSIDER TAKING ACTION:

No public comments.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize closing Dry Creek Bridge on Gubbels Rd., Pct. 1 effective February 6, 1990 to March 3, 1990.

27. 10:30 A.M.-HOLD PUBLIC HEARING ON THE EXTENSION OF HILLTOP & WICKS ROADS, PCT. 2, AND CONSIDER TAKING ACTION:

Ernest Zomalt, Mayor of Kendleton discussed the current problems with Hilltop & Wicks Road.

18

41 0947

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

February 20, 1990

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

Re: Oxford, Section 1

Dear Sir:

A final inspection was made on February 20, 1990, of the above referenced subdivision and all deficiencies have been corrected.

The streets, along with their footage lengths; are as follows:

Warwick Drive	1,066
Wickford Circle	184
Chipping Court	94
St. Ives Street	1,155
Knightsbridge Blvd.	1,178
Amersham Way	1,050
Total	4,727

The "Bond" that can be released upon acceptance of roads in Commissioners' Court is #124705 in the amount of $478,107.60.

If you have any questions, please call.

Sincerely,

Karl E. Baker

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

KEB/mk

cc: Mr. Alan Hirshman, Dannenbaum Engineering
file

41 0948

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

February 20, 1990

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

Re: Commonwealth Park, Section 2

Dear Sir:

A final inspection was made on February 20, 1990, of the above referenced subdivision and all deficiencies have been corrected.

The streets, along with their footage lengths; are as follows:

Bradford Circle	2,790
Coventry Court	472
St. Albans Court	231
Stockbridge Court	285
St. Michaels Court	590
Total	4,368

The "Bond" that can be released upon acceptance of roads in Commissioners' Court is #8117-4121 in the amount of $388,612.85.

If you have any questions, please call.

Sincerely,

Karl E. Baker

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

KEB/mk

cc: Mr. Alan Hirshman, Dannenbaum Engineering
file

HOUSTON OWNED... ...TEXAS PROUD!

TEX STAR Chevrolet

AS PER ORIGINAL

41 0949

PURCHASING DEPT.
FORT BEND COUNTY

February 12, 1990

Commissioners Court
Fort Bend County
P.O.Box 368
Richmond, TX 77469

Ref: Bid #90-025 for (4) four or more new 1/2 ton pickup trucks.

Honorable Court,

On February 5, 1990 I submitted a bid to the county on the above mentioned vehicles. Upon review I find that I have made a very costly mistake in the pricing of the trucks.

I regret that I must ask that the Court allow me to withdraw my bid. I know that the Court can enforce compliance; so I beg your understanding. Please know that I regret this error and will see that such a mistake will not happen again!

Thank you for your consideration,

Bill Chrisman
Asst. Fleet Mgr.

BC/kp

P.O. Box 35698 • Houston, Texas 77235 • (713) 721-1000

PURCHASE OF FOUR (4) OR MORE NEW FULL SIZE 1/2 TON PICKUP TRUCKS
(90 DAY DELIVERY). BID #90-025.

COMPANY	UNIT BASE PRICE	OPTIONAL EQUIPMENT (ADD TO BASE PRICE): GAUGE PACKAGE	AIR CONDITION	TOTAL BID PRICE WITH OPTIONAL EQUIP.
** TexStar Chevrolet P.O. Box 35698 Houston, TX 77235	*$10,359.00 ** REQUEST BID BE WITHDRAWN. *deduct $63.00 if AM radio is not wanted.	no charge	$639.60	$10,998.60
Joe Grillo Olds-Dodge P.O. Box 911 Rosenberg, TX 77471	$10,503.50	no charge	$665.00	$11,168.50
Lawrence Marshal Chev-Olds P.O. Box 983 Hempstead, TX 77445	$10,937.29	no charge	$639.60	$11,576.89
Mort Hall Ford 10730 Eastex Frwy Houston, TX 77093	$10,956.00	no charge	$665.00	$11,621.00
Dub Miller Ford P.O. Box 912 Rosenberg, TX 77471	$10,995.00	no charge	$685.00	$11,679.00
Barrett Motor Co. P.O. Box 4998 Tyler, TX 75712	$11,313.00	no charge	$639.60	$11,952.60

RECAPITULAITON OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: January 21, 1990 and January 28, 1990.

INDIVIDUAL NOTICES MAILED: 45

BID PACKETS PICKED UP OR MAILED: 13

BIDS RECEIVED: 6

Old/Dodge in the amount of $10,503.50 (base unit). (Recorded in minutes in full)

21. AUTHORIZE ADVERTISING FOR BIDS FOR TRADITIONAL 3/4 TON PICKUP TRUCKS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for bids for traditional 3/4 ton pickup trucks.

22. ACCEPT OR REJECT BIDS FOR PURCHASE OF TWO OR MORE CARDIAC DEFIBRILLATOR MONITORS, WITH OR WITHOUT TRADE-IN (#90-032):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept bid #90-032 from PHYSIO-CONTROL and authorize to purchase two cardiac defibrillator in the amount of $7,453.00 (base) for EMS. (Recorded in minutes in full)

23. APPROVE COUNTY TREASURER'S QUARTERLY REPORT:

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

24. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS (ACCESS ROAD SERVING PECAN MANOR), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (F), V.T.C.S., AND CONSIDER TAKING ACTION:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize the county to obtain services of land appraisal for purpose of establishing values of minimum 60' right of way for purpose of providing egress/ingress from existing county maintained road (Oilfield Rd) connected to the county maintained road (Manor Dr.).

25. 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.

26. ADJOURNMENT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that the Commissioners Court be adjourned at 11:00 a.m. Monday, February 26, 1990.

PURCHASE OF TWO (2) OR MORE NEW CARDIAC DEFIBRILLATOR/MONITORS, WITH OR WITHOUT TRADE-IN. BID #90-032.

COMPANY	UNIT BID PRICE WITHOUT OPTIONAL EQUIP. AND WITHOUT TRADE-IN	OPTIONAL EQUIP. (ADD TO UNIT BID PRICE)	TRADE-IN ALLOWANCES	
Physio-Control Corp. 1600 East Lamar Blvd #110 Arlington, TX 76011	$7,453.00	*$1,200.00	**$170.00	LIFE-PAK 5 MONITOR #5287
			**$190.00	LIFE-PAK 5 MONITOR #10356
			**$190.00	LIFE-PAK 5 DEFIB. #9240
			**$190.00	LIFE-PAK 5 DEFIB. #8592

*Optional Equipment: Valid with purchase of LIFEPAK 10 only.

**Trade-in Allowance: One LIFEPAK 5 monitor and defibrillator per one LIFEPAK 10.

NO OTHER BIDS RECEIVED.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: February 4, 1990 and February 11, 1990.

INDIVIDUAL NOTICES MAILED: 15

BID PACKETS PICKED UP OR MAILED: 2

BIDS RECEIVED: 1

23

41 0953

ORDER APPROVING COUNTY TREASURER'S QUARTERLY REPORT

IN THE MATTER OF THE QUARTERLY REPORT OF

KATHY HYNSON
Treasurer, Fort Bend County, Texas

IN THE COMMISSIONER'S COURT FORT BEND COUNTY

REGULAR TERM, 1990

On this 26TH day of FEBRUARY A.D., 1990, in Regular Session of the Commissioners' Court of Fort Bend County, Texas came on for examination the Quarterly Report of KATHY HYNSON, Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 1ST day of OCTOBER A.D., 1989, and ending on the 31ST day of DECEMBER A.D., 1989, filed herein on the 26TH day of FEBRUARY A.D., 1990, 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:

FORT BEND COUNTY TREASURER'S DECEMBER 1989 QUARTERLY REPORT

	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	BANK BALANCE	INVESTMENTS	TOTAL
		3,600,288.64	2,313,276.53			
ROAD & BRIDGE	5,926.71	331,114.62	1,505,081.25	118,972.19	656,136.60	775,108.79
		16,711,397.13	10,277,024.41			
GENERAL	174,206.86	1,765,641.96	7,412,548.83	961,672.71	2,734,015.65	3,695,688.36
		1,455,609.26	581,513.22			
FARM/MARKET & LATERAL/ROAD	30,681.80	45,665.65	869,332.98	81,110.51	224,800.00	305,910.51
		3,286,421.14	2,512,190.04			
MAINTENANCE AVAILABLE	5,845.75	55,858.74	786,792.95	49,142.64	823,671.14	872,813.78
		34,567.33	36,309.37			
COURTHOUSE C.O.	22.82	1,732.85	0.00	13.63	18,285.00	18,298.63
		25,389.08	29,794.29			
JAIL 1979 BD.	44.38	4,400.56	0.00	39.73	15,000.00	15,039.73
		64,688.41	72,033.03			
ANNEX C.O.	96.37	7,316.53	0.00	68.28	36,275.00	36,343.28
		51,430.28	55,188.70			
UTRB 62-66	685.26	3,073.16	0.00	0.00	40,958.44	40,958.44
SUB-TOTAL (TAX RATE FUNDS):	217,509.95	27,444,595.34	26,451,085.60	1,211,019.69	4,549,141.83	5,760,161.52
CITY WATER ASSISTANCE	1,724.50	257.00	99.41	1,882.09	0.00	1,882.09
TEM. EMERGENCY RELIEF PROG.	13.69	7,011.00	3.31	7,021.38	0.00	7,021.38
DISTRICT ATTORNEY'S URESA	150.00	0.00	0.00	150.00	0.00	150.00
		47,914.47	47,019.39			
D.A.BAD CHECK COLLECTION FEE	1,353.35	12,956.78	14,507.77	697.44	14,468.10	15,165.54
ENTEX CONTRIBUTION	3,147.48	926.00	735.50	3,337.98	0.00	3,337.98
HOUSTON LIGHTING & POWER	2,141.81	6,472.00	4,721.95	3,891.86	0.00	3,891.86
		230,859.58	239,871.51			
LATERAL ROAD	0.00	60,192.54	51,180.61	(0.00)	93,498.25	93,498.25
		316,976.11	299,362.63			
COUNTY LAW LIBRARY	583.32	11,849.00	26,742.21	3,303.59	93,090.49	96,394.08
		130,493.39	109,138.35			
LAW ENFORCEMENT ACADEMY	2,168.66	12,395.08	34,554.14	1,364.64	28,159.12	29,523.76
		19,366.23	17,144.47			
AMBULANCE PARAMEDICS	0.00	25.00	2,246.76	(0.00)	5,769.63	5,769.63
D.A.SUPPLEMENTAL SALARY	1,264.35	6,601.05	7,849.31	16.09	0.00	16.09
MARY GRILLO MEMORIAL	779.62	0.00	67.50	712.12	0.00	712.12
		51,913.88	53,463.61			
LIBRARY DONATIONS	468.23	8,968.50	7,887.00	(0.00)	19,441.12	19,441.12
EMERGENCY FOOD & SHELTER	906.87	0.00	906.87	0.00	0.00	0.00
		107,335.67	110,000.00			
MISSION WEST PARK PCT.3	9,513.89	0.00	5,692.40	1,157.16	110,000.00	111,157.16

FORT BEND COUNTY TREASURER'S DECEMBER 1989 QUARTERLY REPORT

	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	BANK BALANCE	INVESTMENTS	TOTAL
		19,506.21	0.00			
MARJORIE BAILEY MEMORIAL	0.00	0.00	19,506.21	0.00	0.00	0.00
		616,628.48	574,003.48			
NARCOTICS FUND	1,041.09	27,430.38	70,317.12	779.35	162,877.77	163,657.12
PRIMARY ELECTIONS	11,926.86	0.00	0.00	11,926.86	0.00	11,926.86
D.W.I.VIDEO FEE	14,663.69	1,234.50	0.00	15,898.19	0.00	15,898.19
PROBATE/COURT TRAINING	222.61	384.00	0.00	606.61	0.00	606.61
DISTRICT CLERK/TDC	0.00	4,000.00	801.10	3,198.90	0.00	3,198.90
VOTER REGISTRATION	7,021.23	0.00	6797.23	224.00	0.00	224.00
JUVENILE PROBATION SPECIAL	11,711.96	2,045.00	0.00	13,756.96	0.00	13,756.96
D.A.SPECIAL	0.00	271.00	0.00	271.00	0.00	271.00
		7,435.78	14,765.78			
GUS GEORGE MEMORIAL	0.00	7,330.00	0.00	(0.00)	7,375.78	7,375.78
		51,170.89	40,889.03			
DISTRICT ADULT I.S.P.	535.00	10,530.00	787.00	20,559.86	0.00	20,559.86
		615,990.13	535,610.00			
DISTRICT ADULT PROBATION	1,146.37	226,671.81	308,137.30	61.01	254,831.85	254,892.86
		26,237.57	26,207.14			
UPPER OYSTER CREEK	26,207.14	0.00	0.00	26,237.57	0.00	26,237.57
CAPITAL IMPROVEMENTS	4,090.27	0.00	0.00	4,090.27	0.00	4,090.27
LOWER OYSTER CREEK	12,818.69	0.00	10,000.00	2,818.69	0.00	2,818.69
		6,886.40	6,886.40			
COURTHOUSE ANNEX BLDG.	0.00	0.00	0.00	0.00	2,310.81	2,310.81
GRAND MISSION C	91,133.08	0.00	0.00	91,133.08	0.00	91,133.08
		409,400.62	399,382.28			
BRIDGE IMPROVEMENT	0.00	0.00	9,993.96	24.38	268,917.50	268,941.88
		6,835.88	7,909.09			
PCT.3 MAINTENANCE FACILITY	525.00	2,299.53	1,751.32	0.00	4,115.28	4,115.28
FLATBANK CREEK	0.00	0.00	0.00	0.00	0.00	0.00
		1,614,478.75	1,341,020.56			
BIG CREEK	4,262.50	0.00	216,742.94	60,977.75	772,115.72	833,093.47
		77,884.67	87,884.67			
DRY CREEK BRIDGE	10,000.00	0.00	0.00	0.00	67,734.67	67,734.67
CENTRAL STORE	3,336.58	18,493.88	11,267.45	10,563.01	0.00	10,563.01
		258,149.37	207,370.25			
IMPACT FEES	0.00	86,670.72	54,374.36	83,075.48	0.00	83,075.48
		2,532.18	2,532.18			
BAIL BOND SECURITIES	0.00	0.00	0.00	0.00	2,532.18	2,532.18

FORT BEND COUNTY TREASURER'S DECEMBER 1989 QUARTERLY REPORT

	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	BANK BALANCE	INVESTMENTS	TOTAL
		4,881.34	4,881.34			
F.I.C.A. RECOVERY	0.00	0.00	0.00	0.00	4,881.34	4,881.34
CVCF	17,541.00	20,826.50	12,605.50	25,762.00	0.00	25,762.00
APPELLATE JUDICIAL	24,386.00	5,845.00	0.00	30,231.00	0.00	30,231.00
ON-SITE WASTEWATER	350.00	420.00	500.00	270.00	0.00	270.00
JUDICIAL COURT TRAINING	4,053.00	3,753.00	2,852.00	4,954.00	0.00	4,954.00
CJPF	23,527.00	21,858.50	16,892.00	28,493.50	0.00	28,493.50
JUVENILE PROBATION DIVERSION	420.00	260.00	260.00	420.00	0.00	420.00
DPS-ARREST FEES	8,899.00	11,491.50	5,914.00	14,476.50	0.00	14,476.50
TAX COLLECTOR	0.00	0.00	0.00	0.00	0.00	0.00
LEOSE	6,035.50	5,613.50	4,245.00	7,404.00	0.00	7,404.00
OPERATORS/CHAUFFEURS	13,275.00	10,951.00	10,328.00	13,898.00	0.00	13,898.00
CRIME STOPPERS	0.00	116.00	0.00	116.00	0.00	116.00
		4635.17	6656.03			
JUVENILE PROBATION I.S.P.	1,440.02	7,791.70	7,210.86	0.00	2,045.73	2,045.73
		58,293.07	44,052.50			
JUVENILE PROBATION	0.00	43,513.00	54,503.57	3,250.00	17,166.63	20,416.63
		1,474,957.00	1,460,364.00			
INSURANCE ESCROW	808.16	1620.75	16,213.75	808.16	744,398.45	745,206.61
SUB-TOTALS (OPERATING ACCT):	$543,102.47	$34,254,433.40	$33,086,695.70	$1,710,840.17	$7,224,872.25	$8,935,712.42
		1,546,255.04	872,727.32			
EMPLOYEES BENEFIT	100,919.75	130,267.69	818,241.02	86,474.14	0.00	86,474.14
		126,067.27	192,000.00			
PAYROLL	80,644.39	6,535,873.40	5,531,960.35	1,018,624.71	67,000.00	1,085,624.71
FBC 125 BENEFITS	8,084.52	15,449.51	16,141.15	7,392.88	0.00	7,392.88
FIFTH STREET-WATER	3,631.90	95,897.00	86,576.65	12,952.25	0.00	12,952.25
FIFTH STREET-SEWER I	5,172.58	18,261.22	23,328.20	105.60	0.00	105.60
FIFTH STREET-SEWER II	0.00	35,000.00	13,311.90	21,688.10	0.00	21,688.10
SUB-TOTALS (MISC):	$198,453.14	$8,503,071.13	$7,554,286.59	$1,147,237.68	$67,000.00	$1,214,237.68

FORT BEND COUNTY TREASURER'S DECEMBER 1989 QUARTERLY REPORT

	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	BANK BALANCE	INVESTMENTS	TOTAL
FBFCWSC:						
		123,269.69	124,200.99			
CONSTRUCTION/INNTEREST INCOME	85.20	1,384.72	0.00	538.62	115,511.79	116,050.41
		4,215,187.16	3,769,181.30			
CONSTRUCTION	85.17	40,121.13	301,588.07	184,624.09	3,250,618.94	3,435,243.03
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTALS (FBFCWSC):	$170.37	$4,379,962.70	$4,194,970.36	$185,162.71	$3,366,130.73	$3,551,293.44
FEE OFFICERS	389,476.88	1,157,669.65	1,152,419.00	394,727.53	0.00	394,727.53
GRAND TOTAL	$1,131,202.86	$48,295,136.88	$45,988,371.65	$3,437,968.09	$10,658,002.98	$14,095,971.07

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 26TH day of FEBRUARY A.D., 1990. Sworn to and Subscribed before me, by JODIE E. STAVINOHA, County Judge, and BUD O'SHIELES, and BEN DENHAM, and ALTON PRESSLEY, and BOB LUTTS County Commissioners of said Fort Bend County, each respectively, on this, the 26TH day FEBRUARY A.D., 1990.

Jodie E. Stavinoha
COUNTY JUDGE

Bud O'Shieles
COMMISSIONER PCT. #1

Ben Denham
COMMISSIONER PCT. #2

Alton B. Pressley
COMMISSIONER PCT. #3

Bob Lutts
COMMISSIONER PCT. #4

Dianne Wilson
County Clerk

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990

41 0959

On this the 26 day of February, 1990 at a Special Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

Now, therefore, be it resolved upon the motion of Commissioner Denham, Seconded by Commissioner O'Shieles, 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

BE IT REMEMBERED that on this 26TH day of FEBRUARY, 1990 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 made to wit:

1) CONDUCT PUBLIC HEARING ON THE ADOPTION OF A PLAN OF TAXATION FOR FORT BEND COUNTY ROAD DISTRICT NO. 1:

No public comments.

Robert Randolph with Vinson & Elkins discussed the taxation, right of way acquisition & construction.

No court action.

2) CONSIDER AND POSSIBLY TAKE ACTION ON AN ORDER CHANGING THE NAME OF FORT BEND COUNTY ROAD DISTRICT NO. 1 TO FORT BEND PARKWAY ROAD DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt order changing name of Fort Bend County Road District No. 1 to FORT BEND PARKWAY ROAD DISTRICT as presented by Robert Randolph, Vinson & Elkins. (Recorded in minutes in full)

3) AUTHORIZE COMMENCEMENT OF PROCEEDINGS TO SELL THE DISTRICT'S FIRST SERIES OF BONDS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize Fort Bend Parkway Road District commencement of proceedings to sell the district's first series of bonds.

4) CONSIDER AND POSSIBLY TAKE ACTION ON THE ENGAGEMENT OF OTHER CONSULTANTS FOR THE DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to authorize hiring TAXTECH as a consultant to assist in collection of the district's taxes, not to exceed $4,800.00 per year, effective February 26, 1990. Funds to come from Fort Bend Parkway Road District.

ADJOURNMENT:

Fort Bend Parkway Road District meeting adjourned at 11:40 a.m., Monday, February 26, 1990.

Vernon & Elkins

607
FBCRD#1
#1

PUBLISHER'S AFFIDAVIT

41 0961

THE STATE OF TEXAS

COUNTY OF FORT BEND,

On this the 22 day of February, A.D. 19 90, 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 two issue(s) thereof on the following date(s):

February 11
February 18 A.D. 19 90.

(CLIPPING) (S)

NOTICE
TO ALL PERSONS WHO OWN PROPERTY SUBJECT TO TAXATION WITHIN FORT BEND COUNTY ROAD DISTRICT NO. 1:

Notice is hereby given that a public hearing on the adoption of a plan of taxation for Fort Bend County Road District No. 1 (the "District") will be held at 11:00 A.M., on the 26th day of February, 1990, by the Commissioners Court of Fort Bend County, Texas in the Commissioners Court Room on the 1st floor of the Fort Bend County Courthouse Annex, 500 Jackson Street, Richmond, Texas, 77469, upon the following propositions:

SHALL DISTRICT TAXES TO PAY PRINCIPAL AND INTEREST ON $4,500,000 DISTRICT ROAD BONDS VOTED ON JANUARY 20, 1990 BE ASSESSED, LEVIED AND COLLECTED UPON:

(1) THE AD VALOREM BASIS;
(2) THE BASIS OF THE ASSESSMENT OF SPECIFIC BENEFITS;
(3) THE BASIS OF THE ASSESSMENT OF BENEFITS AT AN EQUAL SUM PER ACRE OF LAND; OR
(4) THE AD VALOREM BASIS AS TO SOME PART OF THE TOTAL TAX REQUIRED, AND UPON THE BASIS OF THE ASSESSMENT OF BENEFITS AS TO SOME PART OF THE TOTAL TAX REQUIRED?

Any person who is a taxpayer within the District and who owns property within the District subject to taxation is invited to appear and offer testimony to show what plan of taxation will be most conducive to the equitable distribution of the tax to be imposed by the District.

DIANNE WILSON, County Clerk
Fort Bend County, Texas
(SEAL)

No. 607

Fred B. Hartman

Subscribed and sworn to before me, this the 22 day of Feb A.D. 19 90

Patricia Bender
Notary Public

PATRICIA BENDER
NOTARY PUBLIC
STATE OF TEXAS
10-15-92

FBRD #1

41 0962

ORDER CHANGING THE NAME
OF
FORT BEND COUNTY ROAD DISTRICT NO. 1
TO
FORT BEND PARKWAY ROAD DISTRICT

R E C I T A L S

On June 12, 1972 the Commissioners Court of Fort Bend County entered an order dissolving all road districts in Fort Bend County including Fort Bend County Road District No. 1 of Fort Bend County, Texas, a copy of which is attached as Exhibit A and incorporated into this Order.

On October 16, 1989 the Commissioners Court adopted an order creating a new Fort Bend County Road District No. 1 over entirely different property from that included in the former Fort Bend County Road District No. 1 which had been dissolved.

The County Tax Collector continues to collect delinquent ad valorem taxes levied for and on behalf of the former Fort Bend County Road District No. 1 prior to its date of dissolution on June 12, 1972.

In order to eliminate confusion between the collection of delinquent ad valorem taxes levied by former Fort Bend County Road District No. 1 prior to its date of dissolution and the taxes to be levied and collected for the newly created Fort Bend County Road District No. 1, the Commissioners Court of Fort Bend County, Texas desires to change the name of the District created on October 16, 1989 to Fort Bend Parkway Road District of Fort Bend County, Texas (the "District") which the Commissioners Court hereby finds and determines is generally descriptive of the District, its location and its principal powers;

NOW, THEREFORE, be it ordered by the Commissioners Court of Fort Bend County:

<u>Section 1.</u> The name of the Fort Bend County Road District No. 1 of Fort Bend County, Texas which was created by the Commissioners Court on October 16, 1989 is hereby changed to Fort Bend Parkway Road District of Fort Bend County, Texas.

<u>Section 2.</u> The metes and bounds description of the Fort Bend Parkway Road District is shown on Exhibit "B" attached hereto and incorporated herein for all purposes.

<u>Section 3.</u> Fort Bend Parkway Road District shall continue to contain the same property which was included in the District at

the time of its creation and this Order changing the name of the District created on October 16, 1989 to Fort Bend Parkway Road District in no way affects the validity of the proceedings authorizing the creation of the District or any of the other proceedings taken by the Commissioners Court with respect to the District, its authority to issue the bonds voted on January 20, 1990, the authority of the Commissioners Court to levy taxes in payment of the bonds or any of the powers heretofore granted to the District or the purposes for which the District was created. The change of name is made solely for ease of bookkeeping and accounting purposes when collecting taxes and is not made in any way to change the powers, duty, authority or purpose of the District as originally created.

Section 4. Copies of this Order shall be recorded in the minutes of this Court.

Section 5. 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 26th day of February, 1990.

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson

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

(SEAL)

0189:2891
\FBRD1\CMCTORD\NAME-CHG

FBRD#1
#4

41 0964

STATE OF TEXAS

COUNTY OF FORT BEND

CONSULTANT CONTRACT

AGREEMENT made and entered into this 26 day of February, 1990, by and between **FORT BEND** PARKWAY ~~COUNTY~~ **ROAD DISTRICT** ~~NO. 1~~ hereinafter referred to as the Client, and Tax Tech, hereinafter referred to as the Consultant.

Recitals

The Client is a Political Subdivision in the STATE OF TEXAS and desires the advice and consultation of a consultant concerning the conduct of its official business.

THEREFORE, the Client hereby engages the services of the Consultant, and in consideration of the mutual promises herein contained, the parties agree as follows:

Services of Consultant

The Consultant will provide the Client any and all services related to ad valorem taxes as directed by the Client or the Client's designated representatives, and shall provide such other services as may be directed by the governing body of the Client.

Devotion of Time

The Consultant shall make himself available to consult with the Client at reasonable times, at the request of the Client. Should the Client require additional services not included in this agreement, the Consultant shall make a reasonable effort to fit such additional services into his schedule without decreasing the effectiveness of his services hereunder.

Compensation

For the services herein described, the Client agrees to pay Consultant at the rate of seventy-five dollars ($75.00) for partners, thirty-five dollars ($35.00) for field staff, twenty dollars ($20.00) for clerical per hour each; plus mileage at twenty-five cents ($.25) per mile, plus reasonable expenses. Total compensation shall not exceed $4,800.00 per calendar year, without prior approval and authorization of Client. Compensation shall be payable from available revenues upon presentation of invoice by Consultant.

Copies of Records

The Client shall provide the Consultant, without charge, copies of all records necessary for performance by the Consultant under this contract.

Term

This agreement shall be effective on the date first written above and shall continue in effect until it has been terminated by either party by giving thirty (30) days written notice to the other party.

Governing Law

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the STATE OF TEXAS.

Executed in Richmond, Texas on the 26 day of February, 1990.

ATTEST:

Client COUNTY JUDGE

Jeanne Wilson
COUNTY CLERK

Consultant TAX TECH

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 15, 19 90.

STARTING WITH
FILM CODE NO. 90 vol.41 pg. 0902

ENDING WITH
FILM CODE NO. 90 vol.41 pg.0965

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez DEPUTY
MELISSA RODRIGUEZ

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 24 DAY OF May, 19 90.

STARTING WITH VOLUME NUMER 41 - 967 PAGE NUMBER 41 - 1052.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Eva Loya
Eva Loya 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 24 DAY OF May, 19 90.

STARTING WITH VOLUME NUMER 41 - 967 PAGE NUMBER 41 - 1052.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Eva Loya
Eva Loya DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, MARCH 5, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of February 26, 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. Mr. Don Button & Mr. Crayton Nelson, South Coast Fuel, re: request collection of State loading fees.

7. Mr. N. D. Anderson, re: request to add road, leading west from Winner-Foster Rd. to the Anderson Farm, to the County road list and resume maintenance of same.

8. Consider approval of contract between Fort Bend County and Greater Fort Bend Economic Development Council for 1990.

9. Consider approval of Commonwealth ~~Est.~~ ESTATES, Sec. 1 Plat, a replat of Sweetwater, Sec. 14; and approve Colony Meadows, Sec. 4 Replat, Pct. 4.

10. Approve bills from Fort Bend Flood Control Water Supply Corp.

11. Consider accepting streets in Lakes of Austin Park, Sec. 1, Pct. 4 into the County road maintenance system, and release bond.

12. Consider approving guidelines for E.M.S. inter-hospital transfers.

13. Set public hearing for a replat of First Colony M.U.D. No. 5, Sec. 1.

14. Consider approving resolution and order authorizing closure of Canal Rd., Skinner Lane & Farmer Rd. crossing Grand Parkway right-of-way.

15. Consider letter to State Legislature in support of legislation requiring State funding for State-mandated legislation relating to Counties.

16. Consider transfer of '84 Olds from D.A. to Library for use as pool car.

17. Consider authorizing Pct. 2 to accept proposal for surveying proposed Wicks Rd (funds available - Pct. 2, Road & Bridge).

18. Consider application from Sugarland Properties Inc. to install storm sewer line under Sweetwater Blvd., Pct. 4.

19. Adopt rules for the multistep competitive proposal procedures for County redistricting, as presented by the County Purchasing Agent.

20. Consider indigent health care billing proposals.

21. Meet in Closed Session to discuss litigation (Postier vs. Laidlaw), as authorized by Art. 6252-17, Sec. 2(e), V.T.C.S., and consider action.

22. 1:30 p.m. - Open and consider bids for the following: (1) Renovations of the District Clerk's offices (#90-033); (2) One or more new 1990 full size pickup trucks (#90-034).

23. Approve bills.

24. - addendum

25. Adjournment.

FILED FOR RECORD
TIME 3:40 ~~A.M.~~ P.M.
MAR 1 1990
Diane 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, March 1, 1990 at 3:45 p.m. by Norma Langley.

ADDENDUM TO AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, MARCH 5, 1990
9:00 O'CLOCK A.M.

The following item should be added to the Commissioners Court agenda of Monday, March 5:

1. Consider and possibly take action on a tender minute order of the State Highway Commission with respect to the Fort Bend Parkway.

FILED FOR RECORD
TIME 4:59 A.M. P.M.
MAR 1 1990
Diane Wilson
County Clerk Fort Bend Co Tx

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

NOTICE OF MEETING

FORT BEND PARKWAY ROAD DISTRICT
(PREVIOUSLY KNOWN AS FORT BEND COUNTY ROAD DISTRICT #1)

NOTICE IS HEREBY GIVEN THAT THE COMMISSIOENRS COURT OF FORT BEND COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF FORT BEND PARKWAY ROAD DISTRICT, PREVIOUSLY KNOWN AS FORT BEND COUNTY ROAD DISTRICT #1, WILL HOLD A SPECIAL MEETING ON MONDAY, MARCH 5, 1990, AT 11:00 A.M. IN THE COMMISSIONERS COURTROOM, JANE LONG ANNEX, 501 JACKSON, RICHMOND, TEXAS FOR THE FOLLOWING PURPOSES:

1. Consider and possibly take action on an Order upon hearing on a plan of taxation for Fort Bend Parkway Road District, previously known as Fort Bend County Road District #1.

2. Consider and possibly take action on a tender minute order of the State Highway Commission with respect to the Fort Bend Parkway.

FILED FOR RECORD
TIME 4:59 A.M. P.M.
MAR 1 1990
Diane Wilson
County Clerk Fort Bend Co Tx

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

Agenda posted at Courthouse and Jane Long Annex, Richmond, Texas on Thursday, March 1, 1990 at 5:05 p.m. by N. Landry.

NOTICE OF MEETING

FORT BEND PARKWAY ROAD DISTRICT
(PREVIOUSLY KNOWN AS FORT BEND COUNTY ROAD DISTRICT #1)

NOTICE IS HEREBY GIVEN THAT THE COMMISSIOENRS COURT OF FORT BEND COUNTY, TEXAS, SITTING AS THE GOVERNING BODY OF FORT BEND PARKWAY ROAD DISTRICT, PREVIOUSLY KNOWN AS FORT BEND COUNTY ROAD DISTRICT #1, WILL HOLD A SPECIAL MEETING ON MONDAY, MARCH 5, 1990, AT 11:00 A.M. IN THE COMMISSIONERS COURTROOM, JANE LONG ANNEX, 501 JACKSON, RICHMOND, TEXAS FOR THE FOLLOWING PURPOSES:

1. Consider and possibly take action on an Order upon hearing on a plan of taxation for Fort Bend Parkway Road District, previously known as Fort Bend County Road District #1.

2. Consider and possibly take action on a tender minute order of the State Highway Commission with respect to the Fort Bend Parkway.

FILED FOR RECORD
TIME 4:59 A.M. P.M.
MAR 1 1990
Diane Wilson
County Clerk Fort Bend Co Tx

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

Agenda posted at Courthouse and Jane Long Annex, Richmond, Texas on Thursday, March 1, 1990 at 5:05 p.m. by N. Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 5TH day MARCH, 1990 Commissioners' Court of Fort Bend County, Texas met in Regular Session 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. APPROVE MINUTES OF MEETINGS OF FEBRUARY 26, 1990:

   Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of February 26, 1990.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

   None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

   None

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

   Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out of town travel request for LIBRARY and JUVENILE PROBATION.

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

   None

6. MR. DON BUTTON & MR. CRAYTON NELSON, SOUTH COAST FUEL, RE: REQUEST COLLECTION OF STATE LOADING FEES:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to postpone for further study.

   Don Button & Crayton Nelson of SCFI requested payment of $2,052.94 as a loading fee for delivery of fuel.

41 971

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED 1990 COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Roman S. Bohachevsky

DATE OF DEPARTURE: April 3, 1990

DATE OF RETURN: April 3, 1990

DESTINATION: The Crestpark Hotel, Dallas, TX

PURPOSE OF TRIP: To attend workshop entitled "Planning Library Buildings for the Future".

MODE OF TRANSPORTATION: airline

****

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

DATE: 2-28-90

Roman S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 3/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 972

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
FEB 27 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Raleigh Blackwell

DATE OF DEPARTURE: May 2, 1990

DATE OF RETURN: May 2, 1990

DESTINATION: Houston, Tex - Westchase Hilton

PURPOSE OF TRIP: "The Heart of Compassion" Seminar

MODE OF TRANSPORTATION: personal Car

****

DEPARTMENT HEAD APPROVAL: Dennis A. McAfee - Chief Juv. Officer
Name & Department

DATE: 2/26/90

Dennis A. McAfee
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/5/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

INVITATION FOR BIDS
ANNUAL CONTRACT FOR THE PURCHASE OF GASOLINES FOR FORT BEND COUNTY AND THE FORT BEND COUNTY DRAINAGE DISTRICT
CONTRACT EXPIRES: 30 JUNE 1990 (RENEWABLE CONTRACT)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-011	10 - 30 - 89	1	7

Sealed bids, subject to the Terms and Conditions of this Invitation For Bids, for the purchase of gasolines, as described in 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. 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.

South Coast Fuel, Inc.
LEGAL NAME OF CONTRACTING COMPANY

Don R. Button	Sales Manager	(713) 741-7234
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
P.O. Box 14514	Houston, TX	77221-4514
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
2600 South Loop West #430	Houston, TX	77054
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE GASOLINES 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: _____ 06/08/89
DATE

Don R. Button	Sales Manager	(713) 741-7234
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS — DATE

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-011	10 - 30 - 89	2	7

A. SCOPE:

It is the intent of Fort Bend County to purchase from one (1) vendor all GASOLINES for use by all Fort Bend County Facilities as well as the Fort Bend County Drainage District, as provided for in this invitation for bids.

B. PERIOD OF CONTRACT:

This contract is for 6 months, 1 January 1990 thru 30 June 1990. Fort Bend County reserves the right to extend this contract, every six (6) months (24 months maximum), upon agreement by both parties, under the same terms and conditions.

C. CONTRACT CANCELLATION:

Failure by the vendor to perform under this contract shall be cause for cancellation of the contract by Fort Bend County; fuel will then be purchased on the open market, charging back to the vendor the difference between market and contract price, subtracting such total from outstanding invoices or the performance bond. Fort Bend County further reserves the right to cancel this contract at any time with 30 days written notice; bidder is afforded the same right.

D. INSURANCE: (See Page #6).

Bidder must submit with bid proof of liability insurance in the minimum amounts of $100,000/$300,000/$100,000.

E. BID BOND: (See Page #6).

A bid bond in the amount of $1,000.00 must accompany bid. Bid Bond to be in the form of a Cashier's Check payable to Fort Bend County. Successful bidder's bid bond will become a performance bond upon award of bid, and will be returned to successful bidder 15 days after expiration of contract. Unsuccessful bidder's checks will be returned, upon written request, 15 days after award of bid by the Fort Bend County Commissioners Court. Failure to submit Bid Bond will result in the disqualification of bid.

F. SUBCONTRACTING:

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

G. CONTACT PERSON:

For additional information contact Mr. Gilbert Jalomo, Assistant Purchasing Agent at (713) 341-8640.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-011	10 - 30 - 89	3	7

H. VENDOR RESPONSIBILITIES:

Contractor to be responsible for insuring constant availability of fuel and the absence of excessive water at the various pumps throughout Fort Bend County.

1. Underground tank located at 307 Fort St., Richmond, Texas must be measured daily between the hours of 8:00 A.M. and 9:00 A.M. Vendor agrees to not contest cancellation of this contract if this requirement is not met on even a single occassion. DO NOT BID IF YOU HAVE FAILED TO MEET THIS SPECIFICATION TWICE DURING IMMEDIATE PRECEEDING 12 MONTHS.

2. On a recurring basis, frequency to be determined by the vendor, he shall measure the fuel at each location.

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

4. A single episode of the vendor permitting a tank to become empty at any location shall be cause for Fort Bend County to cancel the bid.

5. Vendor is to use water indicating paste (Testmaster or equal) on the measuring stick each time fuel is measured in each tank. Any indication of water must be reported to Purchasing Agent (713-341-8640) immediately. Minor amounts of water in the tank will not preclude delivery.

I. QUALITY CONTROL:

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

1. Fuel must contain no alcohol additives or extenders.

2. Fuels must meet all Colonial Pipeline Specifications.

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

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-011	10 - 30 - 89	4	7

4. Fuel must be "pulled" from a terminal operated by one of the following suppliers: CHEVRON, EXXON, MOBIL, PHILLIPS 66, SHELL, TEXACO.

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

J. **DELIVERY:**

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

1. Vendor must have capability of one hour delivery in the event of an emergency. Failure to do so will be cause for Fort Bend County to purchase fuel on the open market, charging back to the vendor the difference between market and contract price, subtracting such total form outstanding invoices or the performance bond.

2. The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent. Successful bidder shall not deliver products or services in excess of those authorized and under no circumstances will Fort Bend County be liable for products or services which exceed the amounts authorized by the Purchase Order.

3. All deliveries must be made and completed between 8:00 a.m. and 4:00 p.m., Monday thru Friday.

4. Vendor must have a minimum of two (2) delivery vehicles which meet or exceed all applicable EPA and OSHA rules and standards (ENTER INFORMATION ON PAGE #6).

5. Fort Bend County reserves the right to add or delete delivery locations as needed.

K. **PROJECTED REQUIREMENTS FOR 6 MONTH PERIOD:** Fort Bend County does not guarantee that these amounts will be purchased.

1. Regular Leaded Gasoline 22,500 gallons (estimated).

2. Regular Unleaded Gasoline 5,000 gallons or less (estimated).

3. Premium Unleaded Gasoline 227,500 gallons (estimated).

INITIALS OF BIDDER (IN INK): _____ **DATE:** 06/08/89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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L. PAYMENT BY FORT BEND COUNTY:

Fort Bend County guarantees payment within 30 days after receipt of invoice by County Auditor.

M. IRS REGISTRY: (See Page #6).

Vendor must have been issued, and have in current status the IRS CERTIFICATE OF REGISTRY (Form 637). A copy of certificate must be submitted with bid, failure to do so will result in the disqualification of bid.

N. REFERENCES: (Enter information on Page #6).

Bidders must submit with bid a list of no less than three references. References must state contact person's name and phone number at each location. References submitted must be of contracts past or present, of a similar or larger operation than Fort Bend County. Failure to submit references will result in the disqualification of bid. References will be a consideration in the evaluation of bid.

O. BID PRICE: (Enter information on Page #6).

Vendors shall bid a fixed price differential above or below the AVERAGE price posted for that particular fuel in the OIL PRICE INFORMATION SERVICE (OPIS) PAD3 REPORT for Houston, Texas. The AVERAGE price may vary from week to week; however, the price differential (+ or -) must remain constant for the duration of the contract. In arriving at the invoice price the vendor shall apply the differential to the AVERAGE price shown on the PAD3 REPORT received Monday of the week following the week during which delivery is made (NOTE: To avoid delay in payment please adhere to this provision to the letter). Selling price must not include Federal Excise Tax, Fort Bend County is tax exempt. Fort Bend County will pay State Tax, however, do not include State Tax in bid price, this tax must be listed seperatly on each invoice submitted for payment.

P. NOTE TO VENDORS:

Fort Bend County, being liable for a Storage Tank Fund Fee under Sec. 26.358 Texas Water Code, will not be responsible for delivery fees described in Sec. 26.3574 of that code.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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Q. BIDDER COMPLETE THE FOLLOWING:

1. NAME OF COMPANY: South Coast Fuel, Inc.

2. PRICE BID (+ or -) OPIS PAD 3 AVERAGE PRICE FOR HOUSTON, TEXAS:

   REGULAR LEADED $ +.0198

   REGULAR UNLEADED $ +.0198

   PREMIUM UNLEADED $ +.0198

3. Is proof of insurance attached? [X] YES [ ] NO

4. Is $1,000.00 cashier's check attached? [X] YES [ ] NO

5. From what terminal(s) will the gasoline you propose to furnish Fort Bend County be "pulled"?

   Chevron, Phillips 66, Texaco

6. Make, model, and license plate number of delivery vehicles which will actually contain product (see page #4).

   a. 1981 Ford license # 2373SA

   b. 1974 GMC license # 3972RT

7. Is IRS Certificate of Registry (Form 637) attached? [X] YES [ ] NO

8. REFERENCES: Company, contact person, phone number (see page #5).

   a. Frito-Lay Inc. Ron - 342-0951

   b. Exxon Company USA Curtis - 656-1553

   c. Conroe ISD Harry - 367-1640

INITIALS OF BIDDER (IN INK): [signature] DATE: 06/08/89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-011	10 - 30 - 89	7	7

TANK CAPACITY BY GALLONS AT EACH LOCATION

DEPT/LOCATION	REGULAR LEADED	REGULAR UNLEADED	PREMIUM UNLEADED
Precinct #1 Commissioner 201 Payne Lane, Crabb, TX.			4,000
Precinct #2 Commissioner 9110 Long, Needville, TX.			1,000
Precinct #2 Commissioner 2725 FM 521, Fresno, TX.			500 300
Precinct #3 Commissioner 1809 Eldridge, Sugar Land, TX.			4,000
Precinct #3 Commissioner 19310 Canal Rd., Richmond, TX.			8,000
Precinct #4 Commissioner 8100 Hwy 359 South, Fulshear, TX.	1,000		1,000
Precinct #4 Commissioner 1980 Beltz, Sugar Land, TX.			500
Sheriff Department 1410 Ransom Rd., Richmond, TX.			4,000
Drainage District 6400 Homestead Rd., Rosenberg, TX.	1,000		1,000
Old Jail (REQUIRES VENDOR STICKING TANK DAILY) 307 S. Fort St., Richmond, Texas			1,000
Emergency Medical Service 4336 Hwy 36, Rosenberg, TX.			4,000
Sugar Creek Annex 1514 Parkway Blvd., Sugar Land, TX.			2,000

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

7. MR. N.D. ANDERSON, RE: REQUEST TO ADD ROAD, LEADING WEST FROM WINNER-FOSTER RD. TO THE ANDERSON FARM, TO THE COUNTY ROAD LIST AND RESUME MAINTENANCE OF SAME:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone until March 12.

N.D. Anderson requested a road to his farm, accepted by the county in 1905, be added to the county road maintenance system and be maintained.

8. CONSIDER APPROVAL OF CONTRACT BETWEEN FORT BEND COUNTY AND GREATER FORT BEND ECONOMIC DEVELOPMENT COUNCIL FOR 1990:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve contract between Fort Bend County and Greater Fort Bend Economic Development Council for 1990 with dues paid on a monthly basis. (Recorded in minutes in full)

9. CONSIDER APPROVAL OF COMMONWEALTH ESTATES, SEC. 1 PLAT, A REPLAT OF SWEETWATER, SEC. 14; AND APPROVE COLONY MEADOWS, SEC. 4 REPLAT, PCT.4:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve plats for Commonwealth Estates, Sec. 1, replat of Sweetwater, Sec. 14 and replat of Colony Meadows, Sec. 4, Pct. 4.

10. APPROVE BILLS FROM FORT BEND FLOOD CONTROL WATER SUPPLY CORP.:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve the following bills from Fort Bend Flood Control Water Supply Corp. as presented by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

Don Russell	$100.00
Paul J. Council	$100.00
A.J. Colbert	$ 50.00
Charles F. Howard	$100.00
Rick Zapalac	$100.00
Lichliter/Jameson	$25,265.93
Hassell Constr.	$31,640.62
First City Tx.	$ 3,907.50

11. CONSIDER ACCEPTING STREETS IN LAKES OF AUSTIN PARK, SEC. 1, 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 streets in Lakes of Austin Park, Sec. 1, Pct. 4: (Recorded in minutes in full)

Lakefield Dr.	2,147'
Cayman Dr.	1,503'
Jamaica Dr.	1,525'
Nassau Dr.	1,669'
Catalina Dr.	828'
Virgin Island Dr.	1,143'
Seahorse Cove	60'
Explorer Cove	166'
Sand Dollar Court	60'
Bermuda Dr.	2,117'
Balboa Dr.	943'
Total	10,021'

DISTRIBUTION LIST:

Judge Jodie Stvinoha
Commissioner R.L. O'Shieles, Pct.1
Commissioner Ben Denham, Pct. 2
Commissioner Alton B. Pressley, Pct.3
Commissioner Bob Lutts, Pct. 4
Larry D. Wagenbach, Civil Attorney
Mark Price, Assistant District Attorney
Glen Crocker, County Engineers Office
Dave Jaloway, Drainage District Maintenance Supervisor
Joe Anderson, Road Supervisor, Pct. 4

Rt. 4, Box 94H
Richmond, Texas 77469
(713) 341-0013
February 5, 1990

Commissioner's Court
Fort Bend County
501 Jackson St.
Richmond, Texas 77469

RE: Request to add the road, leading west from Winner-Foster Rd. to the Anderson Farm, to the County Road List and Resume Maintenance of same.

Gentlemen:

Subject road is the eastern one half of the road described in Volume I, page 528, of Commissioner's Court Minutes, dated November 13, 1905 (copy attached). For ease of review, the road is shown on Zingery Map #60 (copy also attached).

To further document the existence, copies of the Anderson, Brewster and Blackely Deeds are attached showing the same road crossing these properties.

Subject road has been in continuous use by our family and/or resident tenants since prior to 1905. The road currently serves our farm, my son's residence, the Pomery residence, whose children use the road to go to school, the McNeal residence, Tom Mayo's cattle operation, and my pecan orchard. We have no other dedicated access. It further serves as an alternate access to the Harrison Ranch, and the only access via the Flewellen Creek Bridge, to some 500 acres of Foster Farms. Fort Bend County Drainage District uses the road and bridge for maintenance work on Flewellen Creek.

Subject road was continuously maintained by Precinct #4 until the early 1980's when the area became part of Precinct #3 and regular road maintenance was halted. Conversations with Mr. Pressley, at that time, indicated that the county had no record showing this road was a county road, and he was forbidden by law from further maintenance. It was stated, at that time, that if we could produce information showing that it was a county road, maintenance would be resumed. We were unable to locate documents at that time. Since the early 1980's, our only maintenance has been bridge repair, on three or four occasions, by Fort Bend County Drainage Department. The latest being the Fall of 1989.

In mid 1988, while reviewing old files that belonged to my grandfather, references were found leading to the November 13, 1905 Minutes and other documents, presented here, showing that a county road does, in fact, exist.

These documents were presented to Mr. Pressley and to Glen Crocker at the County Engineers office, at Mr. Pressley's direction in late 1988. I have met with Mr. Price at the County Attorney's office, and spoken with Larry Wagenbach by phone. After 18 months of discussion and no action, I contacted

my legal counselor to seek advice as to what, if any, course could be pursued in this matter. I was informed that certain state laws govern these type of situations. The attached statute states that, "A public road may not be discontinued until a new road, designated by the Commissioner's Court as a replacement road, is ready to replace it. ...'Discontinue' means to discontinue maintenance of a public road." It would appear that the lack of maintenance that has been experienced by us is not allowed, as it is our only public road.

We are asking that the road be given a name other than "The road leading from Brisco Store to Fulshear, to the road leading from Brisco Store to Foster Road, Road;" that this road be added to the County Road List; and that maintenance be resumed on a regular basis, from Winner-Foster Road to the east line of the Anderson Farm, as was the situation prior to the early 1980's. It is felt that calling this matter to the attention of this Court will correct the inequity we have suffered for an extended period.

Very truly yours,

N.D. Anderson

ATTACHMENTS:
- Zingery Map #60
- Commissioner's Court Minutes:
  - Vol. I, p. 514, 515
  - Vol. I, p. 528, 529
- Deeds:
  - Vol. 312, p. 394, N.B. Anderson to M.D. Anderson
  - Vol. 264, p. 253-256, F.C. Albright to S.A. Brewster
  - Vol. 59, p. 605-606, Eliza Kempner to Bassett Blakely
- Section 2.002(a), County Road and Bridge Act
  - Article 6702-1, Vernon's Civil Statutes
    - Vernon's Ann. Civ. St. Art. 6702-1
    - Vernon's Ann. Civ. St. Art. 6703
    - (Repealed 1983)

COPY

41 984

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

January 31, 1990

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

RE: Road to Anderson Farm in Precinct 3

Dear Commissioner Pressley:

Enclosed please find a copy of materials forwarded to this office by Mr. Andy Anderson concerning the above stated matter.

Mr. Anderson met with Mr. Mark Price of this office on January 16, 1990. Attached hereto is a copy of Mr. Price's inter-office memo concerning that meeting.

Before this office spends an inordinate amount of time researching and responding to this matter, I would appreciate your input and the input of the County Engineer's office as to the history of this road.

It appears from the documents that Mr. Anderson has forwarded to this office that the road in question was accepted by Commissioners' Court. I need a determination whether the action of Commissioners Court has discontinued this road in any way. Mr. Anderson is interested in proceeding in resolving this matter. The information requested would go along ways in the opinion that this office would render.

Should you have any questions please feel free to call me at any time.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

RECEIVED
FEB 1 1990
COUNTY JUDGE

LDW:rg:2412
Enclosures

cc: County Judge Jodie E. Stavinoha (w/Enclosure)
Commissioner R. L. O'Shieles (w/Enclosure)
Commissioner Ben Denham (w/Enclosure)
Commissioner Bob Lutts (w/Enclosure)
Criminal District Attorney Sam W. Dick (w/Enclosure)
County Engineer Ron Drachenberg (w/Enclosure)

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

To: Larry Wagenbach

From: Mark Price

Date: 1/16/90

Subject: Mr. Andy Anderson
County Road Maintenance

Mr. Anderson came in for 2:00 meeting and he presented his problem with a road that goes to his property. The road has no name. Mr. Anderson stated that this road was maintained up until 1981, 1982 when it was transferred from Precinct 4 maintenance to Precinct 3 maintenance. Mr. Anderson's grandfather at that time farmed cattle. The road runs from Winner Foster Road to Mr. Anderson's two hundred acres through two other tracts of land that do not belong to Mr. Anderson. When Commissioner Pressley took over the maintenance of this road he said he would not maintain it when Mr. Anderson's grandfather approached him about some pot holes on the road. Mr. Anderson asked Commissioner Pressley why he would not maintain it and Commissioner Pressley told Mr. Anderson in 1982 that if he had some documentation that the road in fact was a county road that he would maintain it. Mr. Anderson could not locate any documents at that time.

In 1985 when Mr. Anderson's grandfather died, Mr. Anderson did find some references to Commissioners' Court minutes, true deeds that have been filed in the County Clerk's office. Mr. Anderson has copies of 1905 acceptance of this road and condemning the right of way through one tract of land for this road. This road is not on the 1940 County Road Survey Map nor the 1984 road map of the county. Mr. Anderson was told by Commissioner Pressley

when he showed him this document to take it to Glen Crocker and see what he had to say. Glen told Mr. Anderson that he had a well documented county road. Commissioner Pressley still refused to maintain the road. Mr. Anderson, in 1986, bought a 100 truck loads of asphalt to put on this road from Commissioner Pressley. The drainage district has maintained the bridge as recent as the summer of 1989 when they reinforced a bridge abutment and replaced rotten planks over the bridge. The original road Mr. Anderson said went on through to Boat Ark Road but over the years the landowner that is behind Mr. Anderson's property has fenced this and the road has not been maintained. Mr. Anderson has talked to his tax attorney, Hal Holbrook about this but Mr. Anderson said Mr. Holbrook does not represent him in this matter but Mr. Holbrook suggested that Mr. Anderson had certain rights to have this road maintained.

Mr. Anderson wants to know if you can suggest any solution for his predicament. Mr. Anderson plans to request Commissioners' Court to add his road to the county maintenance. Mr. Anderson also said that he supported Commissioner Pressley's opponent during the last campaign simply because he could not get the road maintained.

end

401070 TRIP

redi-letter

TO Mr. Larry D. Wagenbach, Civil Attorney
Fort Bend County
Richmond, Tx

FROM N. D. Anderson
1438 Winner - Foster Rd.
Richmond, Tx 77469
341-0013

41 987

SUBJECT Road To Anderson Farm DATE / /

MESSAGE Sir: The following documents are presented to show that a county road exists, leading to my farm. (1) Letter from Attorney, (2) Zingery Map #60, Aug 1905 Comm. Court Record, (3) Nov. 1905 Comm. Court Record, (4) Deed Vol. 312 Page 394, (5) Deed Vol. 204 P. 253, (6) Deed Vol. 59 Page 605, (7) Vernon's Ch. 428. Maintenance on this road has been discontinued, & we are trying to correct this situation. Your help is appreciated.

SIGNED N D Anderson

REPLY

SIGNED DATE / /

REDIFORM 4S 472
POLY PAK (50 SETS) 4P 472

SEND PARTS 1 AND 3 INTACT -
PART 3 WILL BE RETURNED WITH REPLY.

carbonless

W.D. HEIMBROOK
Attorney at Law
1000 Austin Street, Suite C
Richmond, Texas 77469

713/342-3242 713/342-3321

41 988

September 26, 1988

Mr. N. D. Anderson
Rt. 4, Box 94H
Richmond, TX 77401

Re: Legal Status of Road from Your Property to Winner-Foster Road

Dear Mr. Anderson:

At your request, I have reviewed the legal status of the above referenced road. This review consisted of an in depth research of the Deed Records and Commissioner's Court Records of Fort Bend County.

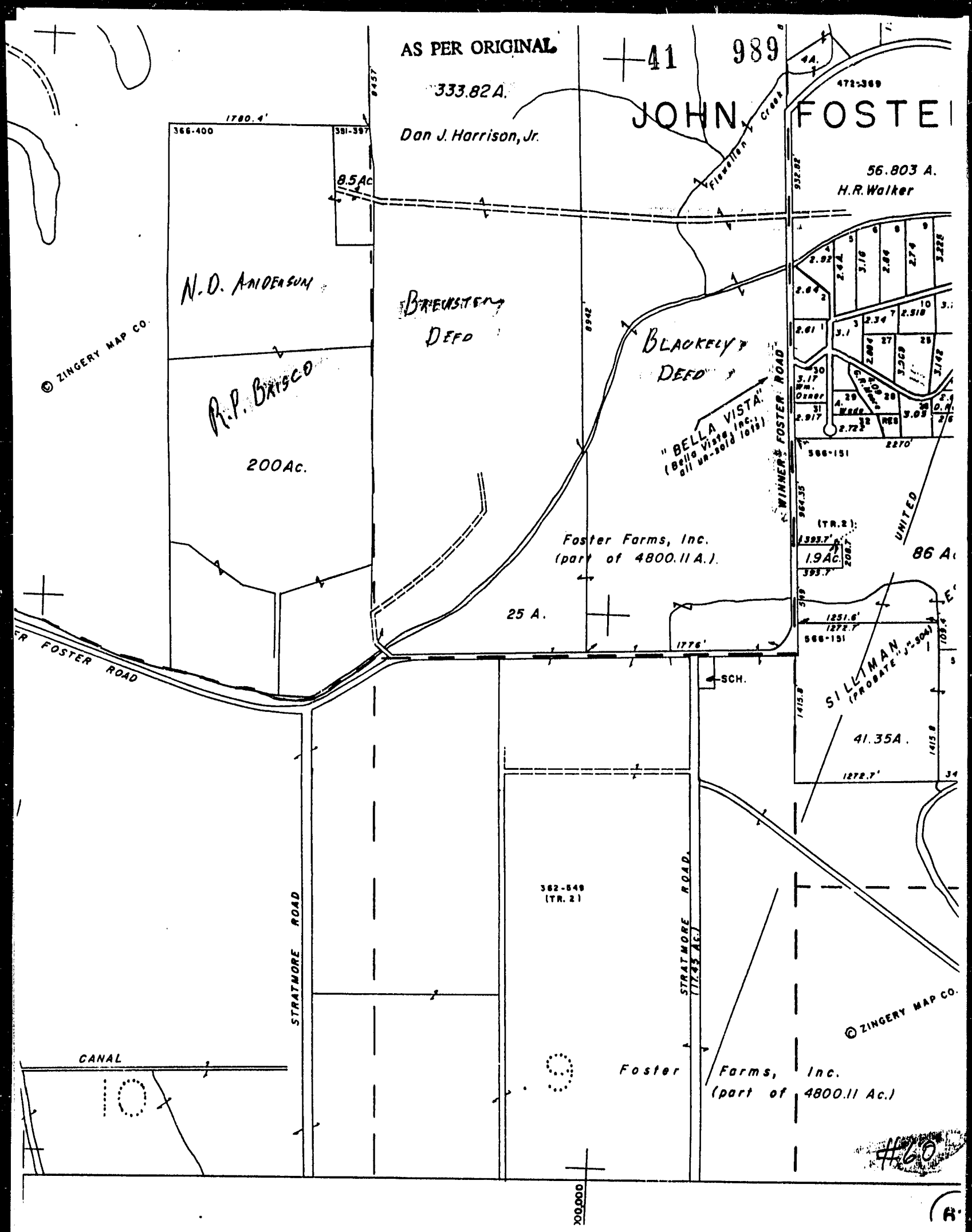
Please find attached copies of Deeds and Commissioner's Court minutes that were reviewed by me in reaching my opinion that in 1905 the road was designated a third class road and there is no record of any change in designation. Therefore, the road is a third class county road but has never been named.

In the event that you have any questions, please do not hesitate to call. Enclosed is my statement for services rendered in this matter.

Very truly yours,

W. D. Heimbrook

Enclosures
Copies of:
(A) Commissioner's Court Vol. I, P. 514 & 515, P. 528 & 529
(B) Deeds:
1. N. B. Anderson to M. D. Anderson
2. N. B. Anderson to Dan Harrison
3. Kempner to Blakley


AS PER ORIGINAL
41 989
333.82 A.
Dan J. Harrison, Jr.
JOHN FOSTE
56.803 A.
H.R. Walker
Flewellen Creek
8.5 Ac
N.D. Anderson
Brewster Deed
Blackely Deed
R.P. Brisco
200 Ac.
© ZINGERY MAP CO.
"BELLA VISTA" (Bella Vista, Inc., all un-sold lots)
WINNER FOSTER ROAD
Foster Farms, Inc. (part of 4800.11 A.)
25 A.
1.9 Ac.
UNITED
86 A
SILLIMAN (PROBATE "J"-504)
41.35 A.
SCH.
FOSTER ROAD
STRATMORE ROAD
STRATMORE ROAD (17.45 Ac.)
362-549 (TR. 2)
CANAL
10
9
Foster Farms, Inc. (part of 4800.11 Ac.)
© ZINGERY MAP CO.
#60

Comm. Ct. min
I

August 1905 Term

they may deem such action proper and necessary. The Health Officer is hereby given charge of any quarantine declared hereunder. It is further ordered that Citizens of this County do at once put their premises in a proper sanitary condition and that they screen their Cisterns or put oil therein and they drain all stagnant pools on their premises.

In re Depository County Depository

August 14th 1905. Action heretofore by motion duly carried was postponed until Aug 15 1905. at 9:30 a.m.
Aug 15. 1905 On this day August 15th 1905. Came on the matter of selecting a depository for the funds of Fort Bend County, Texas and it appearing to the Court that due and legal notice that bids to be selected as County depository could be received on August 14th 1905 by the Court had been given in the manner and for the length of time required by law. it appearing to the Court that the Banking Firm of J.W.P. Dorris & Co. doing business at Richmond Fort Bend Co. Texas bids the amount of 2% annually on the average monthly balance of and for the funds of Fort Bend Co. Texas that said bid is accompanied by a certified check for an amount equal to 1/4 of one % of the Co revenue of the preceding year. It is further ordered and decreed that said bid of J.W.P. Dorris & Co. be and same is hereby accepted and said J.W.P. Dorris & Co are hereby selected and designated the depository of all the funds of Fort Bend County, Texas for the period commencing with the date and ending as provided by law. Subject to all conditions and obligations of the law, provided that said Dorris & Co do. with the time prescribed by law. enter into a bond payable, conditioned and executed as is provided by law. in the Amount of $100,000.00. No affidavits were submitted

In re Appointment Jury of Viewers Brazos Road

August 15th 1905. upon the petition of R.P. Brazos and seven other freeholders in Commissioners Precinct number four it appearing that due notice of said application has been given in the manner and for the length of time required by law to establish a third class road public road from a point on the Bais d'arc Lane public road near the Southeast Corner of the Walker tract to intersect the Brazos Juster public road. It is ordered and decreed that Geo Elliott Jim McClay J.H. Grimm. T.C. Kendall and Joel McCrory be and are hereby appointed a jury of viewers to lay out and establish said road in the way and direction as may seem to them most practicable and that they make due report of their actions. the Clerk will record said application in the Minutes of this Court

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August 1905 Term

June 1905

To The Hon Comr. Court Ft Bend Co. Tex

We the undersigned Citizens of said Co. respectfully ask that a Public Road be laid out & established, to Not commencing at as about the S.E. Corner of what is known as the Walker tract on the Public Road between Fulshear & the Briscoe Store thence in an Easterly direction accross the A.C. McJunkin place the Mayes place the Briscoe place the McFarlane place & the Kempner place to intersect the Public Road running from Faster to the Briscoe Store at as about the north end of a Lane between J.G. Mayes & Kempner farms and we need ask that a Jury of Views be appointed to lay out said road Signed M.K. Mayes, Walter Rosenbush, J. C. Hinkin, G.A. Gleck, W.A. Gleck, Robt P. Briscoe, L.A. Briscoe, A.C. McJunkin, B.N. Shaw, & J.G. Mayes.

In re Court House Bonds

August 15th 1905 On this day August 15th 1905. County Treasurer T.B. Nessendorff presented Court House Bonds numbered one, two, three & four each for $1000.00 dated April 10th 1898 together with all interest coupons on said four bonds duly paid said bonds & coupons are hereby declared paid in full and cancelled and were by order of and in the presence of the Court destroyed by fire

In re T B Nessendorff Treasurer

August 15th 1905 Report approved as per Decree on file On this day come on the Quarterly report of T B Nessendorff Treasurer of Fort Bend County, Texas, for the Quarter beginning May the 8th 1905 and ending on the 14th day of August 1905 and the same having been examined and compared by the Court & found to be correct. It is therefore ordered by the Court that the same be and is hereby approved And it appearing to the Court that during said time the said Treasurer had received for account and credit of, and paid out of each of the several County funds the amounts set forth and leaving balances to each of said funds as follows, to Wit:

Amount balance to credit of the Jury Fund as per last report	$385.28
Amount received during the Quarter	392.42
Total Cr as shown by current report	777.70
Amt paid out & disbursed during the Quarter	96.94
Leaving & Showing to credit of said Jury fund Aug 15th 1905 a balance of $	680.76

November Term 1905

Amount balance to credit of the School Fund as per last report	3015	30
Amount received during the quarter	2325	55
Total "Cr" as shown by current report	5340	85
Amount paid out and disbursed during the quarter	1448	59
Leaving and showing to credit of said School Fund on 11/13/05, a balance of	3892	26
Amount balance to credit of the Stenographers Fund as per last report	48	78
Amount received during the quarter	12	00
Total "Cr" as shown by current report	60	78
Amount paid out and disbursed during the quarter		30
Leaving and showing to the credit of said Stenographers Fund on 11/13/05, a balance of	60	[illegible]

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 stated 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 Commissioner's Court of Ft 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 13 day of November 1905.

D. R. Pearson, County Judge
J. R. Farmer, Commissioner Prect No 1.
H. T. Bertrand, Commissioner Prect No 3
E. M. Higgins, Commissioner Prect No. 4.

Coll. Report

Nov 13. 1905. Report of C. Bassett, Tax Coll. approved and entries ordered on Finance Ledger accordingly.

Nov. 13, 1905. On this day came on the report of the Jury of View heretofore appointed to lay out a 3rd class public road from the Briscoe & Fulshear Road to Foster Road 30 feet wide, which report being in due form, and it appearing that due notice has been given to all land owners over which said road runs, and that said road has been laid out in ~~in~~ regular manner.

It is therefore ordered and decreed that said report be and same is hereby approved and ordered to be recorded. It is therefore ordered and decreed that said

November Term 1905

a 3rd class road 30 feet wide commencing at a point about 50 yards South of the S.E. corner of the Walker tract, also known as S. J. Rice corner, in the public road leading from Brison Store to Fulshear, where a road now leaves same, thence due East along the Bank of an Ash Slough across the land of A. C. McJunkin to the West line of the John Mayes tract of land; thence East across Mayes said tract to land of R. P. Brison; thence East around the North bank of Brison lake to the West line of the McFarlane tract; thence East across McFarlane land to West line of Kempner tract; thence East across said Kempner land to Pin Oak Creek; thence East across said Creek to opposite bank; thence Northeast to mouth of land intersect the public road leading from Brison Store to Foster Public road. (This is the description of the center line of said road here established) Be and same is hereby established as a public road of the third class and John G. Mayes is hereby appointed Road Overseer of said road.

It appearing that A. C. McJunkin, Miss Juliet Mayes, M. K. Mayes, and R. P. Brison Sr. donate the County the land appropriated by said road, they are not allowed any compensation. H. Kempner is hereby allowed the sum of $25.00 in full of all damages for taking said land belonging to him for said road and the value of said land so appropriated and $25.00 is hereby allowed J. Rich as agent for the owners of said McFarlane land, in full of all damages, and for the value of the land appropriated for said road & the County Treasurer is ordered to set aside out of the Road & Bridge Fund the sum of $ to the order of the said Kempner, and the sum of $ to the order of the said J. Rich, as agent for said owners of said McFarlane land. All other claims of the said Kempner & the said Rich and all other land owners are hereby rejected and held for naught.

Nov 13, 1905. On this day came on the report of the Jury of View heretofore appointed as appears by an

AS PER ORIGINAL

41 994

Volume [illegible], page 394, [illegible] Records.

N. B. ANDERSON, ET UX
[illegible] WARRANTY DEED # 89061
MARION [illegible] ANDERSON

The State of Texas, | Know all Men by These Presents:
County of HARRIS, |

[illegible] Newell Briscoe Anderson, joined by his wife Edna [illegible]

[illegible] HARRIS State of TEXAS for and [illegible]

One Hundred ($100.00) and no/100- - - - - - - - - - - - - - - -

- [illegible]

[illegible] paid by - - - - Marion Dudley Anderson, - - -

[illegible] receipt of which is hereby acknowledged.- [illegible]

[illegible] Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

- - Marion Dudley Anderson,- - - - - - - - - - - - - - - - - -

of the County of HARRIS State of TEXAS all that certain

tract or parcel of land lying and being situated in Fort Bend County Texas to [illegible] beginning at the North East Corner of N. B. Anderson, 208.6 acre tract in the [illegible] [illegible] Survey Abstract A-26 at an iron stake for corner from which a 6" pecan tree [illegible] bears north 2 ft. and a 12" pecan tree Mkd X bears south 6 ft. thence South 1000 ft. to an iron stake in east line of said tract near South bank of Anderson [illegible] make a 90 degree corner, thence West 375 ft. to an iron stake, make a 90 degree corner, thence North 1000 ft to an iron stake in the North line of said tract, [illegible] [illegible] degree corner thence East 375 ft to place of beginning at North East Corner of said tract and con-taining 8.6 acres of land, more or less.

[illegible] there is a duly dedicated third class public Road across this tract or [illegible] [illegible] along north bank of Anderson Lake that can Never be closed to the Public..

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said - - Marion Dudley Anderson,- his

heirs and assigns forever and we do hereby bind ourselves, our- - - - - - - - - - - - - - - - heirs executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said - - Marion Dudley Anderson,- - - - - - - - - - - - - - - - - - - -

his,- -

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hand s at Tomball Texas

this 8th, day of March 1952 A. D.,

Newell Briscoe Anderson

of said farming and grazing lease shall be and belong to F.C. Albright , reference being here made to said lease for all purposes in aid hereof.

SUBJECT FURTHER to that certain public roadway over and across the land herein conveyed as is more fully shown by Order of the Commissioner's Court of Fort Bend County,Texas, recorded in the Minutes of Commissioner's Court of Fort Bend County,Texas, in Volume I, page 528, reference to which is here made for all purposes.

AND SUBJECT to an easement by the Houston Lighting and Power Company for the erection, operation and maintenance of an electric power distribution line over and across said land, with right of ingress and egress for such purposes and other rights as may be contained in the instrument creating such easement and right-of-way and to which reference is had for all purposes in aid hereof, said instrument being dated the 14th day of May, A.D.1946.

Helen Sweeney, the grantor herein, agrees to pay all taxes and assessments for the year 1949 upon the tract of land herein conveyed.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging or appertaining unto the said F.C. Albright his heirs and assigns forever; and I, the said Helen Sweeney, do hereby bind myself, my heirs,executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said F.C. Albright, his heirs and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand this the 27 day of May, A.D.1949.

Helen Sweeney

$16.20 I.R. Stamps Cancelled.

THE STATE OF TEXAS,)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Helen Sweeney, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 27 day of May, A.D.1949.

Oran Hockaday
Notary Public in and Or
Harris County,Texas.

(L.S.)

Filed for record June 4, 1949, at 11:00 o'clock A.M.
Recorded June 10, 1949, at 4:35 o'clock P.M.

Ella Macek,Clerk,County Court
Fort Bend County,Texas

BY Rhydonia Counsel DEPUTY.

F.C. Albright, et ux
To # 63106 COMPARED Warranty Deed Dated- May 31, 1949.
S.A. Brewster

THE STATE OF TEXAS,)
COUNTY OF FORT BEND)

KNOW ALL MEN BY THESE PRESENTS:

That we, F.C. Albright and wife, Alvina Albright, of the County of Fort Bend,State of Texas, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations to us in hand paid by S.A. Brewster, the receipt of which is

AS PER ORIGINAL

hereby acknowledged and confessed, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said S.A. Brewster of the County of Harris, State of Texas, all that certain tract or parcel of land, together with all improvements thereon, out of the John Foster 2½ Leagues, Abstract Number 26, situated in Fort Bend County, Texas, and more particularly described as follows, to-wit:

BEGIN at a point in the center of Jones Creek, the Southwest corner of Lot 4 of the original subdivision of the John Foster 2½ Leagues;

THENCE East wih the south line of said Lot 4, 195 feet to a point on top of bank of said creek;

THENCE along the top of said bank down the creek with the following meanders; North 59 degrees East 412 feet; North 54 degrees 45 minutes East 400 feet; North 50 degrees East 311 feet; North 43 degrees East 200 feet; North 39 degrees 30 minutes East 714 feet; North 26 degrees 15 minutes East 365 feet to Sweeney's East line and the north corner of a 25 acre tract now owned by Sugarland Industries;

THENCE North 6790 feet to a pipe for corner being also the Southeast corner of Walter Rosenbush tract;

THENCE West 1835 feet to a 1½ inch bar for corner;

THENCE SOUth 0 degrees 12 minutes West 8457 feet to the place of beginning and containing 333.82 acres of land, more or less, and being the same tract of land conveyed by M.Sweeney to Mary Louise Sweeney, et al, by deed of conveyance dated January 18, 1913, and appearing of record in Volume 67, page 593 of the Deed Records of Fort Bend County, Texas, to which refer in aid hereof.

SUBJECT , HOWEVER, to that certain existing Oil, Gas and Mineral lease made and entered into by and between Helen Sweeney, as Lessor, and Herbert E. Williams as Lessee, dated October 11, 1946, covering the south 233 acres of the above described tract of land, and appearing of record in Volume 239, page 507 of the Deed Records of Fort Bend County, Texas, and it is agreed and understood by the parties hereto that all the right, title and interest of grantors herein under said Oil, Gas and Mineral Lease, shall pass to and vest in S.A. Brewster by virtue of this deed of conveyance, and reference is here made to said Oil, Gas and Mineral Lease for the terms and conditions as contained in said lease in aid hereof.

FURTHER SUBJECT to that certain right-of-way easement and conditional grant made by Ida Sweeney and Helen Sweeney to Brazos Valley Irrigation Company, dated the 2nd day of February, A.D.1937, giving and granting unto Brazos Valley Irrigation Company a right-of-way and easement over and across a part of the above described tract of land, said right-of-way being therein described as follows, to-wit:

Beginning on the S. or right bank of Jones Creek in the line between the E.and W. half of aforesaid Lot 4, said point being 1706 feet N. of the N. line of a 40 ft. public road along the S. line of said Subdivision of the said Foster Grant;

Thence following the meanders of said bank up stream in a Southwesterly direction as follows, S. 30 deg. 50' W. 450 ft.;

Thence S. 40 deg. 10' W. 800 ft.;

Thence S. 53 deg. 36' W. 648 ft;

Thence S. 64 deg. 21' W. 500 ft;

Thence S. 61 deg. 21' W. 300 feet to the W. line of this tract it being also the W. line of said Subdivision #4;

Thence N. following said line 364 feet to the N. or left bank of said Jones Creek;

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DEED 264

Thence following the meanders of said left or North bank down stream as follows, N. 61 deg. 23' E. 250 ft.;

Thence N. 50 deg. 29' E. 426.2 ft.;

Thence N. 64 deg. 23' E. 684.8 ft.;

Thence N. 37 deg. 19' E. 630.4 ft.;

Thence N. 30 deg. 50' E. 460 ft.;

Thence N. 21 deg. 37' E. 596.ft. to the E. line of the Nelson Sweeney tract and the W. line of the E. half of said Lot 4 as described in deed Records of Fort Bend County in Volume 19, pages 435 and 436 to which reference is had;

Thence S. along said line to the place of beginning;

said aforedescribed right-of-way and easement being for the purpose of constructing , maintaining and operating an irrigational canal by the Brazos Valley Irrigation Company, together with the right to maintain a telephone line along said canal, and with the right of ingress and egress for all purposes aforesaid, and further providing for the right of reverter in the grantors therein, their heirs and assigns upon certain conditions therein specified; and it is hereby understood and agreed that all right, title and interest of the grantors herein under said easement and conditional grant, shall, by virtue of this deed of conveyance, pass to and vest in the said S.A. Brewster, and reference is here made to such aforementioned instrument for the terms and conditions as contained therein in aid hereof for all purposes.

SUBJECT ALSO to that certain farming and grazing lease made and entered into by and between Helen Sweeney, as Owner, and Walter Rosenbush, as Tenant, dated the 5th day of October, A.D.1944, said lease being for a period of five (5) years ending on October 31, 1949. It is understood and agreed, however, by the parties hereto that all the right, title and interest of the grantors herein under said farming and grazing lease, shall pass to and vest in S.A. Brewster by virtue of this deed of conveyance and any and all rental payments of whatever type or character made hereafter in accordance with the terms of said farming and grazing lease shall be and belong to S.A. Brewster, reference being here made to said lease for all purposes in aid hereof.

SUBJECT FURTHER to that certain public roadway over and across the land herein conveyed as is more fully shown by Order of the Commissioner's Court of Fort Bend County,Texas, recorded in the Minutes of Commissioner's Court of Fort Bend County,Texas, in Volume I, page 528, reference to which is here made for all purposes.

AND SUBJECT to an easement by the Houston Lighting and Power Company for the erection, operation and maintenance of an electric power distribution line over and across said land, with right of ingress and egress for such purposes and other rights as may be contained in the instrument creating such easement and right-of-way and to which reference is had for all purposes in aid hereof, said instrument being dated the 14th day of May, A.D.1946.

The grantors herein agree to pay all taxes and assessments upon the tract of land herein conveyed for the year 1949.

TO HAVE AND TO HOLD The above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging or appertaining unto the said S.A. Brewster, his heirs and assigns forever; and we, the said F.C. Albright and wife, Alvina Albright, do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND , all and singular the said premises unto the said S.A. Brewster his heirs and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands this the 31 day of May, A.D. 1949.

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AS PER ORIGINAL

F.C. Albright
Alvina Albright

55¢ I.R. Stamps Cancelled.

THE STATE OF TEXAS,)
COUNTY OF FORT BEND)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared F.C. Albright and wife, Alvina Albright, both known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Alvina Albright, wife of the said F.C. Albright, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Alvina Albright acknowledged the same to be her act and deed , and 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 the 31 day of May, A.D. 1949.

J.E. Junker,
Notary Public in and for
(L.S.) Fort Bend County,Texas.

Filed for record June 4, 1949, at 11:00 o'clock A.M.
Recorded June 11, 1949, at 8:50 o'clock A.M.

Ella Macek,Clerk,County Court
Fort Bend County,Texas.

BY Rhydonia Cousart DEPUTY.

George Rowland et ux
To # 63107
Harold Rowland

COMPARED

Transfer of V/L Note Dated- March 23, 1949.

THE STATE OF TEXAS,)
COUNTY OF FORT BEND)

KNOW ALL MEN BY THESE PRESENTS:

That we, George Rowland and Mattie Rowland, of Fort Bend County, Texas, for and in consideration of the sum of Ten ($10.00) Dollars and other good, valuable and sufficient consideration to us in hand paid by Harold Rowland, the receipt of which is hereby confessed and acknowledged, have BARGAINED, SOLD, ASSIGNED and TRANSFERRED, and by these presents do hereby BARGAIN, SELL, ASSIGN and TRANSFER unto the said Harold Rowland of Hidalgo County,Texas, that one certain promissory vendor's lien note in the principal sum of Twelve Thousand Five Hundred Eighty-six & 66/100 ($12,586.66) Dollars executed by V.W. Frost and payable to the order of George Rowland and Mattie Rowland and which note bears date of December 22nd, 1947, and is due and payable in annual installments of not less than Fifteen Hundred Fifty & no/100 ($1550.00) Dollars each, the first of which installments being due and payable on the 22nd day of December, 1948, and the remaining installments on the 22nd day of each December thereafter until paid in full, said note bearing interest from date at the rate of Four (4%) per cent per annum and provides for the payment of Ten (10%) per cent additional on the amount of principal and interest then due as attorney's fees if placed in the hands of an attorney for collection etc., and which note further provides that failure to pay any annual installment of principal or interest will at the option of the owner and holder of said note immediately mature the entire unpaid balance due thereon.

The above described promissory vendor's lien note was executed by the

AS PER ORIGINAL

STATE OF TEXAS
FORT BEND COUNTY } SS

Before me B.T.Shockler,J.P.Ex-officio notary public in and for Fort Bend County,Texas,on this day personally appeared Mrs A.M.White known to me to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office at Foster this 11 day of April A.D.1911.

B.T.Sheckler,J.P.
Ex-officio Notary Public,Precinct (5) Fort Bend County,Texas.

(SEAL)

Filed for record the 14 day of Dec.1911 at 2 o'clock P.M.
and duly recorded the 5 day of Jan.1911 at 11 o'clock A.M.

Clk.Co.Ct.
Ft.Bend Co.Texas.

By _____ Deputy.

Eliza Kempner
To/Deed
Bassett Blakely

THE STATE OF TEXAS
COUNTY OF GALVESTON } KNOW ALL MEN BY THESE PRESENTS:- That I,Eliza Kempner, individually and(doing business under the firm name and style of H.Kempner) of the County of Galveston State of Texas for and in consideration of the sum of Twelve Thousand Seven Hundred and Eighty-five & 50/100 ($12,785.50) Dollars to me paid and secured to be paid by Bassett Blakely as follows:- Four Thousand Two Hundred and Sixty-one & 83/100 ($4,261.83) Dollars in cash,the receipt of which is hereby acknowledged and the execution of two vendor's lien notes,both of even date herewith,each for the sum of Four Thousand,Two Hundred and Sixty-one & 83/100 ($4,261.83) Dollars,payable on or before one and two years after date,bearing eight per cent (8%) interest from Jan.1st.1912,until paid,and providing for the usual 10% attorney's fees if placed in the hands of an attorney for collection. have GRANTED SOLD AND CONVEYED and by these presents do Grant,Sell and Convey unto the said Bassett Blakely of the County of Fort Bend State of Texas,all that certain tract or parcel of land out of the south end of the Kempner tract of land in Lot No.4,of the original subdivision of the John Foster League in Fort Bend County,Texas,described as follows:-

Beginning 20 ft E of post in the S.E. cor of the field of the Kempner tract of land in the middle of a 40 foot road leading to Foster from the Blakely place. This being the S.E.cor of Lot No.4 of the original subdivision of the John Foster League;

Thence W.with the N Line of a 25 ft land 1776 ft to post in the S.W.cor of the Kempner and the S.E.cor of the McFarland tracts of land;

Thence N with the W line of the Kempner and the E line of the

AS PER ORIGINAL

McFarland tract 8942 ft to an iron pin in the S E.Cor of the Martin tract of land off of the N end of the Kempner tract;

Thence E.with the S Line of the Martin tract 1805 ft to an iron pin in the S.E.cor of the Martin tract,and in the E.line of the Kempner tract;

Thence S 0° 12" with the E.line of the Kempner tract 8942 ft to place of beginning and containing 367.5 acres of land. The above field notes contain 2.2 acres of land that is in the road leading from the Blakely place to Foster which,deducted from 367.5 leaves 365.3 acres of land according to a recent survey made thereof by C.Rice,County Surveyor of Fort Bend County, in November 1911.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Bassett Blakely his heirs and assigns forever; and I do hereby bind myself,my heirs,executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Bassett Blakely his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property,premises and imppovements until the above described notes and all interest thereon are fully paid according to their face and tenor,effect and reading when this deed shall become absolute.

Witness my hand at Galveston,this 6th day of December A.D.1911.

Eliza Kempner

Composing the firm of M.Kempner as well as in my individual capacity.

Eliza Kempner.

THE STATE OF TEXAS }
COUNTY OF GALVESTON } Before me J.Seinsheimer ,Notary Public in and for Galveston County,Texas,on this day personally appeared Eliza Kempner,a feme sole,known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed,and in the capacity therein stated.

Given under my hand and seal of office this 6th day of December A.D.1911.

J.Seinsheimer

(SEAL) Notary Public,Galveston County,Texas.

Filed for record the 16 day of Dec.1911 at 9 o'clock A.M.
and duly recorded the 5 day of Jan.1912 at 12 o'clock M.

Clk.Co.Ct.

By Deputy. Ft.Bend Co.Tex.

AS PER ORIGINAL 41 1001

a person who has a water right or ...
watermaster operations are established.

SECTION 3. This Act takes effect September 1, 1989, and applies only to a rep... filed in accordance with Section 11.031, Water Code, as amended by this Act, for a wa... right or for water used during calendar year 1989 and subsequent years.

SECTION 4. The importance of this legislation and the crowded condition of t... calendars in both houses create an emergency and an imperative public necessity that t... constitutional rule requiring bills to be read on three several days in each house ... suspended, and this rule is hereby suspended.

Passed by the House on May 5, 1989, by a non-record vote; passed by the Senate ... May 23, 1989, by the following vote: Yeas 31, Nays 0.

Approved June 14, 1989.

Effective Sept. 1, 1989.

CHAPTER 428

H.B. No. 1659

AN ACT

relating to the authority of the commissioners court of a county to close a public road.

Be it enacted by the Legislature of the State of Texas:

SECTION 1. Section 2.002(a), County Road and Bridge Act (Article 6702-1, Ver... Texas Civil Statutes), is amended to read as follows:

(a) The commissioners court shall:

(1) order that public roads be laid out, opened, discontinued, *closed, abando... vacated,* or altered [~~when necessary~~] except that:

(A) a public road may not be discontinued until a new road *designated by ... commissioners court as a replacement road* is ready to replace it;

(B) a public road may not be *closed, abandoned, and vacated, nor may* ... altered except to shorten the distance from end to end, unless *the action to be ta... be by* [a] unanimous vote [~~by~~] *of* all elected commissioners [~~determines otherw...~~] and

(C) an entire first-class or second-class road may not be discontinued, *close... abandoned* except on vacation or nonuse for a period of three years; and

(2) assume control of streets and alleys in all cities and incorporated towns that ... no active de facto municipal government.

SECTION 2. Section 2.002, County Road and Bridge Act (Article 6702-1, Ve... Texas Civil Statutes), is amended by adding Subsection (e) to read as follows:

(e) If a commissioners court, acting either upon the request of one or more p... or on its own initiative, by order closes, abandons, and vacates a public road o... thereof, no property owner shall be entitled to enjoin the entry or enforcement o... order unless the property owner might otherwise be entitled to said injunctive ... because the property of such owner abuts the portion of the road being ... abandoned, and vacated or because ingress or egress to such owner's property ... available by use of said portion of the subject road; provided, however, this sub... shall not deprive a property owner whose property abuts the subject road at a ... other than the portion of the road being closed, abandoned, and vacated of an...

...y owner.

...TION 3. Section 2.002, County Road and Bridge Act (Article 6702-1, Vern... Civil Statutes), is amended by adding Subsection (f) to read as follows:

...used in this subchapter:

"Discontinue" means to discontinue the maintenance of a public road.

"Abandon" means to relinquish the public's right of way in and use o... road.

"Vacate" means to terminate the existence of a public road by direct actio... commissioners court of a county.

...ON 4. Article 2351, Revised Statutes, is amended to read as follows:

...351. CERTAIN POWERS SPECIFIED. Each commissioners court shall:

...stablish public ferries whenever the public interest may require.

...y out and establish, change, [~~and~~] discontinue, *close, abandon, or vacate* pu... ...d highways.

...uild bridges and keep them in repair.

...ppoint road overseers and apportion hands.

...xercise general control over all roads, highways, ferries and bridges in ...

...ovide for the support of paupers and such idiots and lunatics as canno... ...into the lunatic asylum, residents of their county, who are unable to sup... ...es. A county is obligated to provide health care assistance to eligible resid... ...he extent prescribed by the Indigent Health Care and Treatment Act (Ar... ...ernon's Texas Civil Statutes), but that Act does not affect the authority ... ...oners court to provide eligibility standards or other requirements relatin... ...sistance programs or services that are not covered by the Indigent Health ... ...atment Act.

...ovide for the burial of paupers.

...d Court shall have the authority to use county road machinery and funds ... ...ral Fund or Road and Bridge Funds in cleaning streams and in aiding ... ...hen such improvements are deemed to be of aid to the county in ... ...nce and the building of county roads, in counties having a population of ... ...housand, eight hundred and fifty (19,850) to nineteen thousand, eight hu... ...five (19,895) according to the last Federal Census.

...addition to its other powers, a Commissioners Court may acquire by purc... ...or other method of acquisition, except by condemnation, any property ... ...property inside or outside the county that the Commissioners Court ... ...to obtain a surface water supply or to transport and deliver surface w... ...perty that is being acquired is located outside the county, the Commissi... ...he county or counties where the property is located shall hold a public he... ...tion must be approved by the Commissioners Court at a regular meeti... ...The Commissioners Court may contract with any political subdivision ... ...the management and operation of part or all of the property or intere... ...nd for the beneficial use of the surface water. A contract may be e... ...the Commissioners Court considers to be appropriate, but a contrac... ...term of more than forty (40) years.

...The importance of this legislation and the crowded condition ... ...oth houses create an emergency and an imperative public necessity th...

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

BILLS TO BE PAID
February, 1990

Don L. Russell	1 at $50.00 per meeting	$ ~~50~~ 100.00
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~~ 100.00
Rick Zapalac	2 at $50.00 per meeting	$ 100.00
Lichliter/Jameson	January Invoice	$25,265.93
Hassell Construction	Pay Estimate #5	$31,640.62
First City Tx., Houston	Trustee Fee 7/89-1/90	$ 3,907.50
		61,264.05

6875:4383
c:\for649\bills.2

REQUISITION CERTIFICATE NO. #72

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~~ 100.00

for Directors Fees for attending 2 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~~ 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

REQUISITION CERTIFICATE NO. #73

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 Mr. Paul J. Council $ 100.00

for Directors Fees for attending 2 meetings @ $50.00 per meeting.

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

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

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

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

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

for the 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 _____

REQUISITION CERTIFICATE NO. #74

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 $ 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 _____

REQUISITION CERTIFICATE NO. #75

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 $ ~~50.00~~ 100.00

for Directors Fees for attending 2 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~~ 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 _____

REQUISITION CERTIFICATE NO. #76

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 $ 100.00

for Directors Fees for attending 2 meetings @ $50.00 per meeting.

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

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

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

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

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

D. L. Russell

Don L. Russell, Authorized Representative

Date _____

REQUISITION CERTIFICATE NO. #77

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 $ 25,265.93

for Engineers fees for January, 1990

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

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

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

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

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of $ Twenty-five thousand, two hundred sixty-five dollars and 93/100 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 _____

REQUISITION CERTIFICATE NO. #78

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 $ 31,640.62

for Pay estimate #5

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-one thousand, six hundred forty dollars and 62/100 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 _____

41 1010

REQUISITION CERTIFICATE NO. #79

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 First City Texas, Houston $ 3,907.50

for Trustee Fee July, 1989 through January, 1990

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

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

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

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

Approval of Payment from the Corporation's Construction Fund maintained at NCNB Texas, Richmond Branch in the amount of $ Three thousand, nine hundred seven dollars and 50/100 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

Don L. Russell, Authorized Representative

Date _____

RECEIVED FEB 2 6 1990

COUNTY OF FORT BEND 41 1011

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

February 23, 1990

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

Re: Lakes of Austin Park, Section 1 - Final Road Inspection

Dear Sir:

On February 23, 1990, an inspection was made by Marc Grant of Precinct 4 and myself. No deficiencies were noted.

Streets inspected were as follows:

Lakefield Drive	2,147'
Cayman Drive	1,503'
Jamaica Drive	1,525'
Nassau Drive	1,669'
Catalina Drive	828'
Virgin Island Drive	1,143'
Seahorse Cove	60'
Explorer Cove	166'
Sand Dollar Court	60'
Bermuda Drive	2,117'
Balboa Drive	943'
Total	10,021'

The "Engineer's Letter of Completion" is in our files which completes the requirements for road acceptability. The bond in effect at this time is #11132569036 in the amount of $170,114.00.

If you have any questions, please call.

Sincerely,

Karl E Baker

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

KEB/mk

cc: Mr. Kent Puckett, Sugarland Properties, Inc.
file

12. CONSIDER APPROVING GUIDELINES FOR E.M.S. INTER-HOSPITAL TRANSFERS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept guidelines for inter-hospital transfers as submitted by Daniel Kosler, EMS Director. (Recorded in minutes in full)

13. SET PUBLIC HEARING FOR A REPLAT OF FIRST COLONY M.U.D. NO. 5, SEC. 1:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing for a replat of First Colony M.U.D. No. 5, Sec. 1 for March 26, 1990 at 10:00 a.m.

14. CONSIDER APPROVING RESOLUTION AND ORDER AUTHORIZING CLOSURE OF CANAL RD., SKINNER LANE & FARMER RD. CROSSING GRAND PARKWAY RIGHT-OF-WAY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept resolution and order authorizing closure of Canal Rd., Skinner Lane & Farmer Rd. crossing Grand Parkway right-of-way. (Recorded in minutes in full)

15. CONSIDER LETTER TO STATE LEGISLATURE IN SUPPORT OF LEGISLATION REQUIRING STATE FUNDING FOR STATE-MANDATED LEGISLATION RELATING TO COUNTIES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize County Judge to send a letter in support of legislation requiring state funding for state-mandated legislation relating to counties.

16. CONSIDER TRANSFER OF '84 OLDS FROM D.A. TO LIBRARY FOR USE AS POOL CAR:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to transfer 1984 Olds, Delta 88, VIN#1G3AN69YGE342181, from Vehicle Maintenance to Library for use as a pool car. (Recorded in minutes in full)

17. CONSIDER AUTHORIZING PCT. 2 TO ACCEPT PROPOSAL FOR SURVEYING PROPOSED WICKS RD. (FUNDS AVAILABLE-PCT.2, ROAD & BRIDGE):

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept proposal from Henry Stienkamp in the amount of $3,200.00 for surveying Wicks Rd. (Recorded in minutes in full)

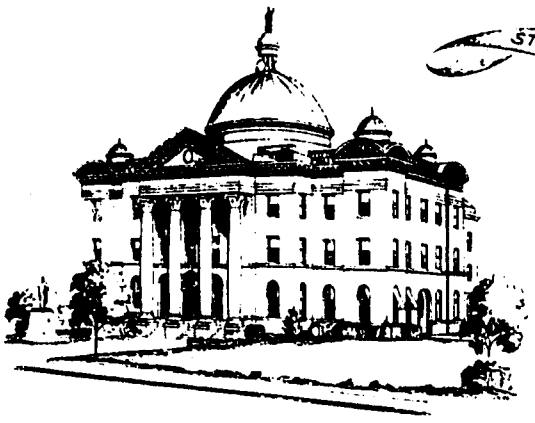
18. CONSIDER APPLICATION FROM SUGARLAND PROPERTIES INC. TO INSTALL STORM SEWER LINE UNDER SWEETWATER BLVD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Sugarland Properties Inc. to install storm sewer line under Sweetwater Blvd., Pct. 4. A cashiers' check in the amount of $2,000 was presented.

19. ADOPT RULES FOR THE MULTISTEP COMPETITIVE PROPOSAL PROCEDURES FOR COUNTY REDISTRICTING, AS PRESENTED BY THE COUNTY PURCHASING AGENT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to adopt guidelines for the multistep competitive proposal procedures for county redistricting. (Recorded in minutes in full)

41 1013 AGENDA ITEM 12



STATE OF TEXAS COUNTY OF FORT BEND

Emergency Medical Services

Rt. [illegible] C
Rosen[illegible] 7471

Emergency (713) 342-2100 Office (713) 342-7233

DANIEL KOSLER
Director

1985 BLS SERVICE OF THE YEAR
1987 ALS SERVICE OF THE YEAR

JOE KACAL
Assistant Director

February 21, 1990

RECEIVED
FEB 23 '90

The Honorable County Judge
and Commissioners Court

Re: Inter-hospital transfer guidelines

Dear Sirs:

Attached are the inter-hospital transfer guidelines that I briefly alluded to in my January report. These guidelines are a result of work by this department and Dr. Blake Berry, Fort Bend County E.M.S. Medical Director. They are intended to give the patient transferring facilities in Fort Bend County a broader understanding of acceptable Fort Bend County Emergency Medical Service utilization.

Portions of these quidelines were taken in whole or part from the following references;

1. Health and Safety Code Title 4, as ammended by Acts 1989, 71st Legislature, ch. 1027, 6. (241.027 & 311.021);
2. A Comprehensive Text for Physicians, published by the American College of Emergency Physicians (ACEP);
3. The City of Houston E.M.S. Hospital to Hospital Emergency Transfer Policy.

With your approval, I am requesting that these guidelines be appended, if possible, to the original motion authorizing the policy change in the matter of inter-hospital transfers.

Very truly yours,

Dan Kosler

INTERHOSPITAL TRANSFER

Interhospital patient transfers on an emergency basis are commonly initiated when definitive diagnostic or therapeutic needs of a patient are beyond the capacity of one hospital. The patient is potentially unstable, and medical treatment must be continued and possibly even initiated enroute. Of course, transfer for economic reasons is forbidden by federal statute. Written guidelines permit orderly transfer of patients with appropriate continuity of care. The following is required for utilization of Fort Bend County Emergency Medical Service for emergency interhospital transfers of patients with life threatening conditions:

A. The authorizing physician is responsible for ensuring proper patient care during interfacility transport.

B. All patients shall be stabilized as much as possible before transfer. Patient shall be ready for transport prior to summoning a Fort Bend County M.I.C.U. A M.I.C.U. will not be taken out of service for an unreadied patient.

C. Fort Bend County Emergency Medical Service, as a standard, will only accept emergency transfers where the receiving facility destination is no greater than the Houston Medical Center. The Director of EMS, or his designee, must approve any emergency transfer where the distance is greater than the Houston Medical Center.

D. Paramedics must receive an adequate summary of the patient°s condition, current treatment, possible complications, and other pertinent medical information.

E. Treatment orders shall be given, if warranted, to the paramedics. These orders shall be in writing from the authorizing physician.

F. Any patient with a life threatening condition being considered for an emergency transfer must have an adequate airway assured, and must have at least one IV in place prior to transfer.

G. Transfer papers (summary, lab work, x-rays, ect) shall be given to the paramedics, not the family or friends.

H. Appropriate radio control of the ambulance enroute must be ensured.

I. The receiving hospital and physician shall be notified prior to initiation of transfer by Fort Bend County Emergency Medical Service to confirm acceptance.

(Continued on next page)

Interhospital Transfer, continued:

J. The personnel used to transfer a patient should be appropriate to the treatment needed or anticipated during transfer. Paramedics should be utilized if any advanced resuscitation or treatment is anticipated. In specialized fields not ordinarily handled by paramedics, an appropriately trained person shall accompany the patient.

K. Obstetrical patients in active labor shall not be transfered by Fort Bend County Emergency Medical Service.

In order to maintain these standards, it may appropriate for the receiving hospital to send an ambulance with more specifically trained personnel to transfer the patient.

The following is a statement from "Principles of EMS Systems. A Comprehensive Text for Physicians" published by the American College of Emergency Physicians:

Legal Considerations

Once a patient has been evaluated in a hospital ED, that patient becomes the responsibilty of both that hospital and the transferring physician. Recent federal legislation states that both hospitals and physicians can be fined for inappropriate patient transfer. Patients are not to be transferred until stabilized or until the physician certifies, in writing, that the risk of transfer is less than the risk of not transferring the patient.

To ensure a safe transfer, the vehicle to be used must have appropriate equipment and personnel to handle all eventualities. Using EMT's and paramedics to transport a potentially unstable patient probably is not appropriate becuase their certification and statutory protective legislation for EMT's does not apply to a situation that is not considered to be an "emergency" response. Ideally, transfers are made with a hospital employee in attendance, preferably a nurse or physician, whose licensure permits implementation of medical orders in a nonemergency setting. This is particularly important if, during transport, the patient will be receiving a treatment or medication that is not usually provided in a prehospital emergency response (e.g., heparin drip).

Health + Safety Code

41 1016

AS PER ORIGINAL

Historical Note

Prior Law:
Acts 1959, 56th Leg., p. 505, ch. 223.
Acts 1985, 69th Leg., ch. 597, § 1.
Acts 1985, 69th Leg., ch. 931, art. 13, § 1.
Vernon's Ann.Civ.St. art. 4437f, § 5(a), (b).

§ 241.027. Minimum Standards for Patient Transfers

See, also, italicized material following text of this section

(a) The board shall adopt rules to implement the minimum standards governing the transfer of patients as provided by this section.

(b) The rules must provide that patient transfers between hospitals should be accomplished in a medically appropriate manner from physician to physician and from hospital to hospital by providing for:

(1) notification to the receiving hospital before the patient is transferred and confirmation by the receiving hospital that the patient meets the receiving hospital's admissions criteria relating to appropriate bed, physician, and other services necessary to treat the patient;

(2) the use of medically appropriate life support measures that a reasonable and prudent physician exercising ordinary care in the same or a similar locality would use to stabilize the patient before the transfer and to sustain the patient during the transfer;

(3) the provision of appropriate personnel and equipment that a reasonable and prudent physician exercising ordinary care in the same or a similar locality would use for the transfer; and

(4) the transfer of all necessary records for continuing the care for the patient.

(c) The board may not adopt minimum standards that require the consent of the patient or the patient's personal representative before the patient is transferred.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Amendment by Acts 1989, 71st Leg., ch. 1027, § 6

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 6 of Acts 1989, 71st Leg., ch. 1027 amends § 5 of Vernon's Ann.Civ.St. art. 4437f [now, this section and § 241.028] without reference to the repeal of said article by Acts 1989, 71st Leg., ch. 678, § 13(1). As so amended, § 5 of art. 4437f reads:

"(a) The Licensing Agency, with the advice of the Hospital Licensing Advisory Council, shall adopt and enforce such rules and minimum standards as may be designed to further the purposes of this Act. Except as provided by Subsections (b) and (d) of this section, the rules or minimum standards so adopted or enforced shall be limited to

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intained or operated by the

. 70th Leg., ch. 225, § 2.
Ann.Civ.St. art. 4438c.

port to Hospital Neonatal

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mily or other person legally
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care unit" means a neonatal
y the American Academy of

Historical Note

Prior Law:
Acts 1983, 68th Leg., p. 2214, ch. 415.
Vernon's Ann.Civ.St. art. 4438b, §§ 1 to 6(a).

[Sections 311.004 to 311.020 reserved for expansion]

SUBCHAPTER B. EMERGENCY SERVICES

§ 311.021. Definition

In this subchapter, "emergency services" means services that are usually and customarily available at a hospital and that must be provided immediately to:

(1) sustain a person's life;

(2) prevent serious permanent disfigurement or loss or impairment of the function of a body part or organ; or

(3) provide for the care of a woman in active labor or, if the hospital is not equipped for that service, to provide necessary treatment to allow the woman to travel to a more appropriate facility without undue risk of serious harm.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989.

Historical Note

Prior Law:
Acts 1975, 64th Leg., p. 1331, ch. 495.
Acts 1983, 68th Leg., p. 2137, ch. 388, § 1.
Vernon's Ann.Civ.St. art. 4438a, § 1(c).

§ 311.022. Discrimination Prohibited in Denial of Services; Criminal Penalties

(a) An officer, employee, or medical staff member of a general hospital may not deny emergency services because a person cannot establish the person's ability to pay for the services or because of the person's race, religion, or national ancestry if:

(1) the services are available at the hospital; and

(2) the person is diagnosed by a licensed physician as requiring those services.

(b) An officer or employee of a general hospital may not deny a person in need of emergency services access to diagnosis by a licensed physician on the hospital staff because the person cannot establish the person's ability to pay for the services or because of the person's race, religion, or national ancestry.

(c) In addition, the person needing emergency services may not be subjected to arbitrary, capricious, or unreasonable discrimination based on age, sex, physical condition, or economic status.

41 1018

BULLETIN

HOUSTON FIRE DEPARTMENT

AS PER ORIGINAL

OFFICE OF THE FIRE CHIEF

BULLETIN NO. 10 FEBRUARY 12, 1986

TO: ALL OFFICERS AND MEMBERS

SUBJECT: HOSPITAL TO HOSPITAL
EMERGENCY TRANSFER POLICY

The Houston Fire Department Hospital to Hospital Emergency Transfer Policy provides for emergency transport of patients who are in need of immediate life saving medical capabilities of which the requesting hospital cannot provide.

The Houston Fire Department E.M.S. service shall provide emergency Hospital to Hospital transfers according to the guidelines listed below.

HOUSTON CODE Chapter 4 Sec; 4-13
Revised 8-23-83

The ~~one hundred fifty dollar ($150.00)~~ fee for transportation of a person from one hospital to another hospital shall apply in each instance where a person is transported from one hospital to another hospital, except in those instances in which a person is picked up at a place other than a hospital and during the course of his transportation to the intended destination hospital the ambulance makes an intermediate stop at another hospital for emergency stabilization or other treatment en route. ~~The one~~ hundred fifty dollar ($150.00) fee for the transportation of a person from one hospital to another hospital shall in each instance be payable by the hospital from which the transportation of the person originates, and the transportation of the person shall not commence until and unless:

1. The physician in charge of the care of the person furnishes a written statement that the person's condition is suitable for safe transportation by ground ambulance to the intended destination hospital; and

2. The hospital furnishes a physician or other trained and qualified medical staff member who shall ride in the ambulance and assume the responsibility for the care of the person being transported en route; and

3. The administrator of the hospital or another responsible person signs a statement promising on behalf of the hospital to pay for the transportation of the person and furnishes necessary billing information therefor.

Upon notification of this type of emergency by the H.F.D. dispatcher, an E.M.S. field supervisor should:

A. Investigate the credibility of the request

B. Verify acceptance of the patient by the receiving hospital.

C. See that requesting hospital has qualified medical staff member to ride in ambulance and assume responsibility for patient care. (This procedure provides for continuity of care as well as accurate detailed patient information to receiving physician.)

Complete and accurate response record (i.e., patient information, person requesting transfer, hospital representative attending patient, etc.) are absolutely necessary in order to collect transfer fees from the requesting hospital.

Requesting hospitals which should be considered as emergency transfer candidates are those hospitals in category one (comprehensive), category two (general) or category three (basic) as outlined on the H.F.D. Basic Response Record (form 188). Clinics, doctors offices, freestanding emergency centers and some specialty facilities (i.e., hospitals without emergency facilities experiencing walk-in medical emergencies) <u>are not</u> to be considered as hospital to hospital emergency transfers.

Due to terminology by the reporting party as well as interpretation by the fire alarm dispatcher, units are sometimes dispatched to an emergency transfer when in reality it may be a gunshot wound, cardiac, etc., at a clinic and not a transfer. Dispatchers should not be mislead by the term "transfer" when a request for assistance is made. As always, whether transfer or normal response to an emergency, the welfare of the patient is our primary concern. Any conflicts or miscommunication between E.M.S. personnel, dispatchers or civilian medical personnel, should be addressed after appropriate patient care has been provided.

Robert L. Clayton

Robert L. Clayton
Fire Chief

RLC:SWH:dt

13

**********41 1020

PUBLIC HEARING NOTICE

****

FOR: Replat of First Colony M.U.D. #5

DATE: ~~April 2, 1990~~ March 26

TIME: 10 AM

NEWSPAPER(S) Mirror

INVOICE:

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 in order to facilitate traffic flow and protect public safety;

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 will need to be barricaded and their right-of-way abandoned where they cross the Grand Parkway right-of-way [^] as soon as construction is complete and the Grand Parkway is open to traffic;

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; and

WHEREAS, prior to completion of construction of the Grand Parkway and the new major thoroughfares being constructed contemporaneously with the Grand Parkway, access across the Grand Parkway right-of-way from the three roads that will be closed and abandoned pursuant to this resolution and order will be provided and maintained;

NOW, THEREFORE, it is hereby resolved and ordered by the Commissioners Court of Fort Bend County that:

1. The Department shall have the right to barricade and close Canal Road, Skinner Road (a southerly extension of Canal Road sometimes referred to as Precinct Line Road, also when closed on the south side of the Grand Parkway a cul-de-sac will be built), and Farmer Road where such roads 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 and operation of the Grand Parkway by the Department, provided that:

A. The Department maintains temporary access across the right-of-way of the Grand Parkway during its construction;

B. Upon the completion of Phase 1 construction of the Grand Parkway, frontage roads parallel to the Grand Parkway on both sides of the Grand Parkway shall have been built, complete and operational from the proposed Mason Road overpass to the Mortin Road overpass;

C. Upon the completion of the final phase of the construction of the Grand Parkway, the proposed overpasses for Mason Road, Mortin Road, Peek Road, and Bellaire Road are to be completed and operational, and barricaded county roads will be connected to frontage roads as approved by the Department;

D. Upon completion of phase 1 construction of the Grand Parkway (1) Bellaire Blvd. will be constructed between Canal Road and the Grand Parkway (2) Peek Road will be constructed between Skinner Road (Precinct Line Road) and the Grand Parkway and (3) Mason Road will be constructed between Mortin Road and the Grand Parkway with a connecting Road being constructed between Farmer Road and Mason Road to provide through traffic from Farmer Road across the Parkway right-of-way to Mortin Road with access to the Parkway at Mason Road; and

E. Upon completion of phase 1 construction of the Grand Parkway new access, ingress, and egress will be provided to the Parkway at Bellaire Blvd., Peek Road, Mortin Road and Mason Road.

2. The closure of the roads affected by this resolution and order at the points where they cross the Grand Parkway right-of-way, subject to the foregoing provisions, 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 5 day of March, 1990.

FORT BEND COUNTY

By: John E. Stavinoha
County Judge

ATTEST:

Dianne Wilson
County Clerk

JLN028/027

AGENDA ITEM
41 1024

Fort Bend County Library System

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

MEMORANDUM

TO: County Judge Stavinoha **DATE:** 2/6/90

FROM: Roman S. Bohachevsky

SUBJECT: Pool car for the Library Department

Vehicle Maintenance has a sedan available that would be useful to us as a pool car. We have many staff persons travelling in the Houston metro area to attend meetings, preview books, furniture, equipment, visit our branches, etc. We have been paying mileage and using the County's pool vehicle, but it sure would be handy to have our own.

The car under consideration is a 1984 Oldsmobile Delta 88, VIN 1G3AN69YGE342181, County Tag number 13846. Sid McArthur is in the process of changing the title from an undercover vehicle to one that uses exempt plates. We will put a library decal on it and hope it gives us good service.

I would like your approval (please contact Sid) of this transaction. It would help us a lot as our staff gets bigger and we have lots of places to go.

Thank you,

Roman

Roman S. Bohachevsky

RSB/dmf

pc Sid McArthur
John Hammett

RECEIVED
FEB 7 1990
COUNTY JUDGE

1001 Golfview • Richmond, Texas 77469-5141 • 713-342-4455

17

COUNTY OF FORT BEND 41 1025

Engineering Department

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

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

February 28, 1990

Honorable Commissioners' Court
Fort Bend County

RE: Agenda Item for 3/5/90 Meeting

Dear Judge Stavinoha:

Please find enclosed a proposal for surveying proposed Wicks Road Extension.

Commissioner Ben G. Denham will be requesting the court's approval to accept the proposal.

Funds to come from Precinct #2 Road & Bridge Fund.

Sincerely,

A.J. Noto
Right-of-Way Agent

AJN:rp

enclosure

xc: Commissioner Bud O'Shieles/FBC Precinct #1
Commissioner Ben Denham/FBC Precinct #2
Commissioner Alton B. Pressley/FBC Precinct #3
Commissioner Bob Lutts/FBC Precinct #4
Mr. Ron Drachenberg, P.E.,R.P.S./FBC Engineer
file

HENRY STEINKAMP, JR., INC.

Land Boundary & Topographic Surveying

909 FIFTH STREET

P. O. DRAWER 192

ROSENBERG, TEXAS 77471

713/342-2241

FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR

JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

February 28, 1990

Commissioner Ben Denham
c/o Mr. Ron Drachenberg
Fort Bend County Engineer
3014 Avenue F
Rosenberg, Texas 77471

Re:Proposal for Boundary Surveying
Proposed Wicks Road North of
Kendleton, Texas.

Dear Mr. Denham,

We have visited with Mr. A.J. Noto and reviewed the maps and files concerning the surveying to establish boundary lines and preparation of Parcel Maps and Field Note Descriptions on the approximate ten (10) tracts of land that will be necessary for acquisition of right-of-way for extension of Wicks Road to the East to State Farm Market Road No. 2919.

We estimate the following:

Field Work: Make field surveys and tie-in all property corners, fences, physical features, etc.; return to set iron pipe corners and line stakes.

Office Calculations & Drafting:
Calculate various tracts, prepare base map showing all tracts and prepare individual maps for each Parcel.

Field Notes:
Preparation of field note description of each Parcel

We estimate the total cost to be $3200.00.

Our Per Diem Rates are as follows:

Field Party	$65.00/hour
Office-Drafting	$40.00/hour
Office-Calculations	$50.00/hour
Registered Surveyor	$50.00/hour

147/Ken

We suggest that we do need for you to also acquire the services of a Title Company to make a Title Search and give us the latest ownership and description of each base tract and who is the current owner and has authority to sign the easement deed to the County.

We would be prepared to begin work, weather permitting, immediately and would complete the work within three (3) weeks of authorization.

We appreciate the opportunity to give you this proposal and would look forward to working with you on this project.

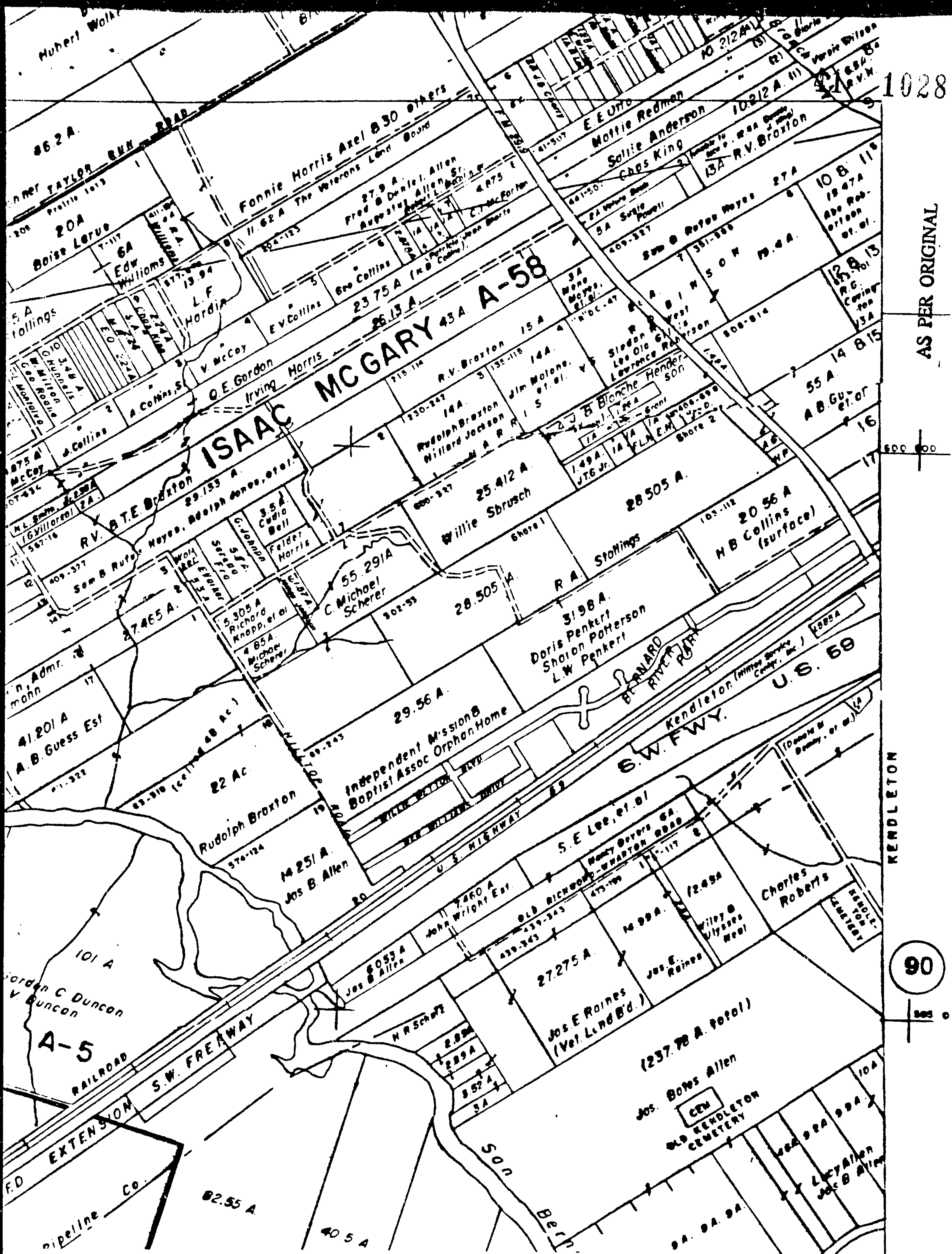
Sincerely yours,

Franklin R. Schodek

cc: Mr. A.J. Noto

147/Ken

1028



AS PER ORIGINAL

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 5th day of March, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Sugarland Properties, Inc.
Dated 2/15/90, Bond No. 12554, Permit No. 81136 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner O'Shieles, 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 Gachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Koles
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.

41 1030

Appl. # 81136

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

3-1-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00
Cashier's Check #12554

8/3/87

18

41 1031

FDIC

Texas Commerce Bank

NATIONAL ASSOCIATION
P.O. BOX 5010
SUGAR LAND, TEXAS 77478-5010

Nº 012554

REMITTER Sugar Land Properties, Inc Sugar Land

DATE 2/22/90

CASHIER'S CHECK

A 60 day waiting period and an indemnifying Bond may be required to replace this check.

$**2000.00**

PAY TO THE ORDER OF ***Fort Bend County***

(TWO SIGNATURES REQUIRED OVER $10,000.00)

RAL

⑈012554⑈ ⑆113112759⑆ ⑈000⑉0018⑈

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY 41 1032
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81136

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Sweetwater Blvd.	470' West of Palm Royale Blvd.	60'	Bore & Jack			

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
none			

General Description

60'-24" R.C.P. stub bored and jacked under 2 lanes of Sweetwater Blvd. to exist. storm manhole on 42" storm sewer in the esplanade

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.

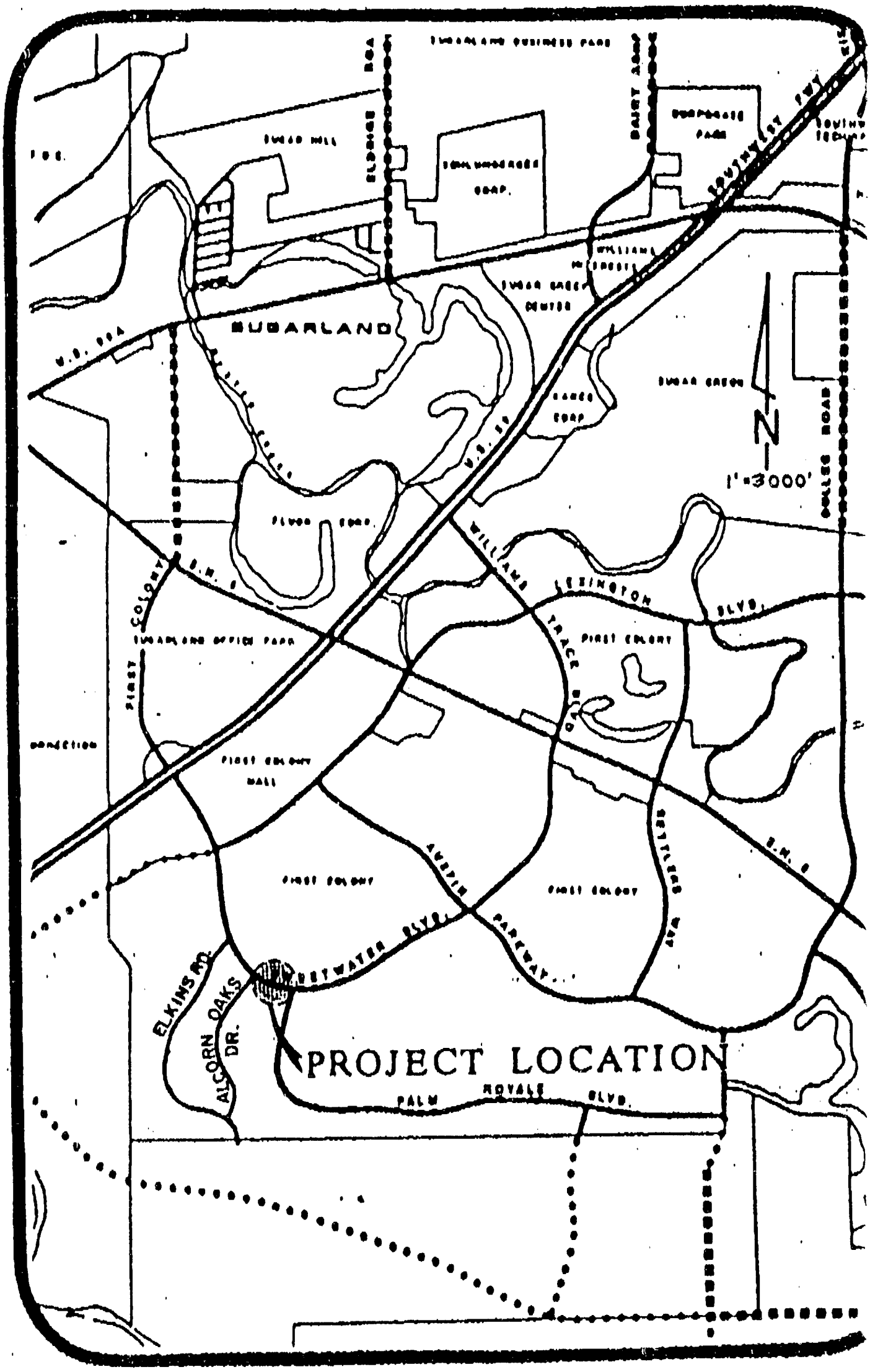
COMPANY NAME: Sugarland Properties, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Kent Puckett
(Signature)

NAME & TITLE Kent Puckett, Vice President
(Please Print)

DATE:
ADDRESS: 1250 Shoreline Drive, Suite 360
(Street/P.O. Box)

Sugar Land, Texas 77478
City State Zip
TELEPHONE NO: (713) 242-2000

AS PER ORIGINAL



Vicinity Map

41 1034

CONSTRUCTION PLANS

FOR

24" STORM SEWER

FOR

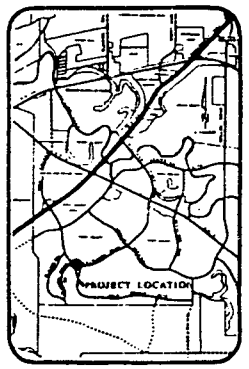
SWEETWATER GOLF COURSE

SUGARLAND PROPERTIES INCORPORATED

FORT BEND COUNTY, TEXAS

VMK

VANDERKIK HIGHSMITH & KLEIN INC.



Vicinity Map

APPROVAL BY FORT BEND COUNTY AND THE CITY OF SUGAR LAND WILL BE DEEMED VOID IF CONSTRUCTION HAS NOT BEGUN WITHIN ONE YEAR OF APPROVAL DATE.

CONTRACTOR SHALL NOTIFY THE FORT BEND COUNTY ENGINEER AND THE CITY OF SUGAR LAND AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.

NO CONSTRUCTION SHALL BEGIN UNTIL COVER SHEET IS SIGNED.

FORT BEND COUNTY	CITY OF SUGAR LAND	
Approved_____	Approved_____	Approved_____
FORT BEND COUNTY ENGINEER	MAYOR CITY OF SUGAR LAND	PUBLIC WORKS DEPARTMENT CITY OF SUGAR LAND
Date_____	Date_____	Date_____

12/12/90

JOB NO. 321-84
JANUARY, 1990

GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH FORT BEND COUNTY DRAINAGE DISTRICT OFFICE (281-342-3613, FORT BEND COUNTY ENGINEERING DEPARTMENT [illegible]) AND THE CITY OF SUGAR LAND ENGINEERING DEPARTMENT (491-3011) IN VERBAL FORM PRIOR TO START OF ANY CONSTRUCTION.
2. CONTRACTOR SHALL NOTIFY TEXAS GAS TRANSMISSION CORPORATION (713-[illegible]) 48 HOURS PRIOR TO CONSTRUCTION CONTROL STAKING, AND 48 HOURS NOTICE IN ADVANCE OF ENGINEERING CONSTRUCTION.
3. ALL UNSATISFACTORY GROUND WASTE MATERIALS INCLUDING VEGETATION, ROOTS, CONCRETE AND BRUSH SHALL BE HAULED OFF SITE BY THE CONTRACTOR. INCLUDE COST OF THIS WORK, INCLUDING HAUL, IN OTHER ITEMS OF THE PROJECT.
4. CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES.
5. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES. CONTRACTOR SHALL REPORT UTILITIES 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONTACT TEXAS ONE-CALL (1[illegible])
6. ALL EXISTING LANDSCAPING, WATERWALLS, FENCES, UTILITIES AND OTHER EXISTING FACILITIES DAMAGED DURING CONSTRUCTION WILL BE REPLACED OR REPAIRED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR AT HIS EXPENSE.
7. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE COUNTY OF FORT BEND, THE CITY OF SUGAR LAND, AND THE ENGINEER.
8. MAINTAIN A MINIMUM OF [illegible] CLEARANCE BETWEEN ALL UTILITIES.
9. INCLUDE PRICE OF ALL MORTAR AND BACKFILL REQUIRED FOR [illegible] IN PRICE BID PER LINEAR FOOT OF PIPE.
10. REFERENCE CENTERLINE LAYOUT DATA AND STATIONING FOR ALL STREETS AND BACK LOT EASEMENTS TO BE VERIFIED FROM APPROVED SUBDIVISION PLAT.
11. FLOW LINE ELEVATIONS AT MANHOLES ARE BASED ON DETAILS BETWEEN MANHOLES AND NOT CENTERLINE SHOT-OF-GRAT STATIONING.
12. UPON PROJECT COMPLETION AND PRIOR TO FINAL RELEASE OF RETAINAGE, CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF SECTION 11 "PROJECTS RECORD DOCUMENTS" OF THE CONTRACT AS THEY RELATE TO THE CONSTRUCTION CONTRACTOR AND REPAIRS PAID.
13. GUARANTEE BONDS FOR ALL MATERIALS (E.G., CONCRETE, CEMENT STABILIZED SAND ETC.) SHALL BE MAINTAINED BY THE CONTRACTOR AND UPON WRITTEN REQUEST, BE MADE AVAILABLE FOR REVIEW BY THE ENGINEER.
14. PRIOR TO FINAL RELEASE OF RETAINAGE, THE CONTRACTOR SHALL PROVIDE A NOTARIZED CERTIFICATION THAT ALL MATERIALS INSTALLED IN THE PROJECT ARE COMPLETE IN PLACE IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
15. DESIGN PROCEDURES ARE IN COMPLETE COMPLIANCE WITH THE FORT BEND COUNTY DRAINAGE DESIGN MANUAL AND THE CITY OF SUGAR LAND DESIGN STANDARDS.
16. THE SANITARY SEWER STUB SHALL BE MARKED WITH A PVC [illegible] MARKED WITH A MINIMUM OF TWO (2) FEET EXPOSED. MARKER TO BE CAPPED.

STORM SEWER CONSTRUCTION NOTES

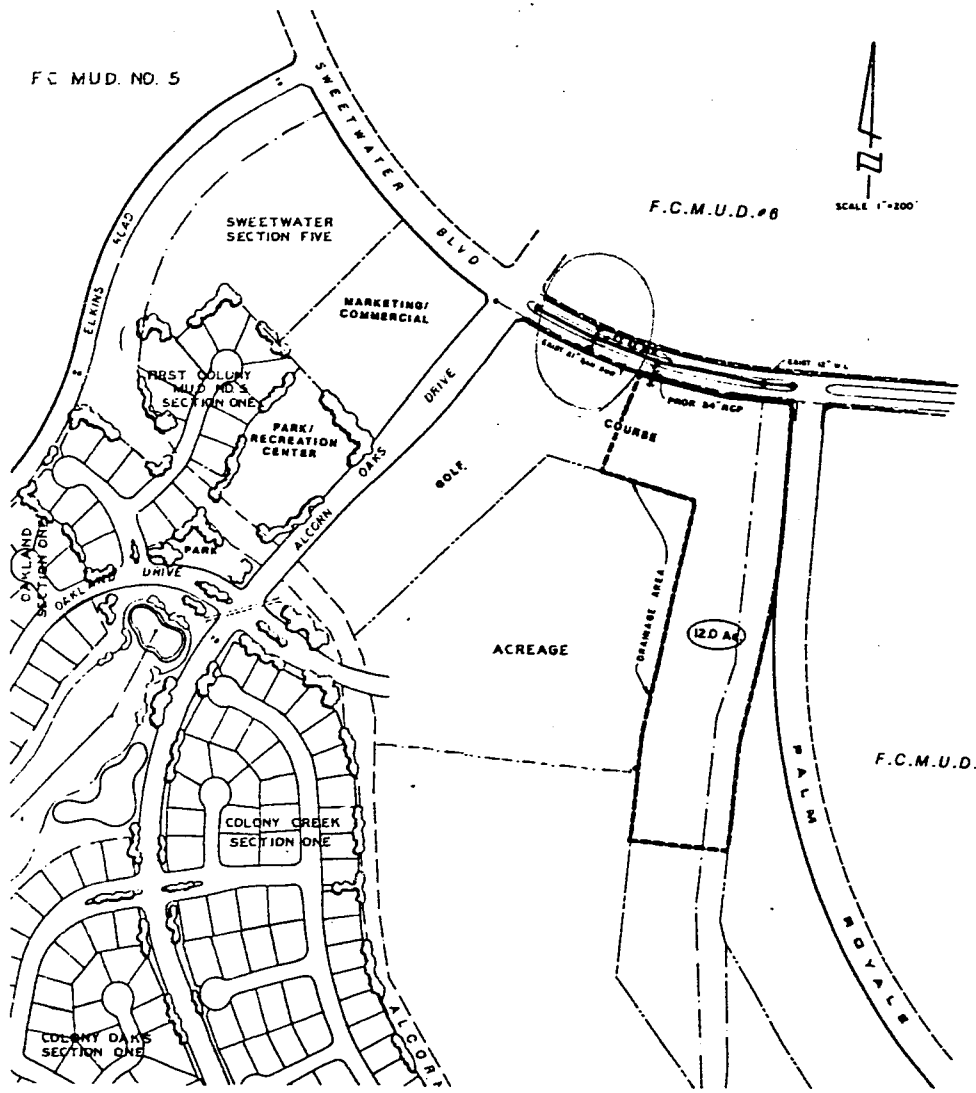
1. STORM SEWERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF HOUSTON SPECIFICATION [illegible] AS CURRENTLY AMENDED UNLESS SPECIFIED OTHERWISE ON PLANS OR TECHNICAL SPECIFICATIONS.
2. REINFORCED CONCRETE PIPE [illegible] CLASS III STORM SEWERS SHALL BE INSTALLED, BEDDED AND BACKFILLED IN ACCORDANCE WITH CITY OF HOUSTON DRAWINGS [illegible], AS APPLICABLE.
3. ALL STORM SEWERS UNDER OR WITHIN THREE (3) FEET OF PROPOSED OR FUTURE PAVEMENT SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND TO WITHIN ONE (1) FOOT OF SUBGRADE.
4. REINFORCED CONCRETE PIPE SHALL BE ASTM C-76, CLASS III.
5. BEDDING AND BACKFILL IS TO BE UNDERPAID SUBSIDIARY TO PAY ITEMS FOR PIPE AND SHALL NOT BE PAID FOR DIRECTLY. SAND BACKFILL SHALL BE USED FOR ALL STORM SEWERS LOCATED IN SIDE LOT EASEMENTS.

INDEX OF DRAWINGS

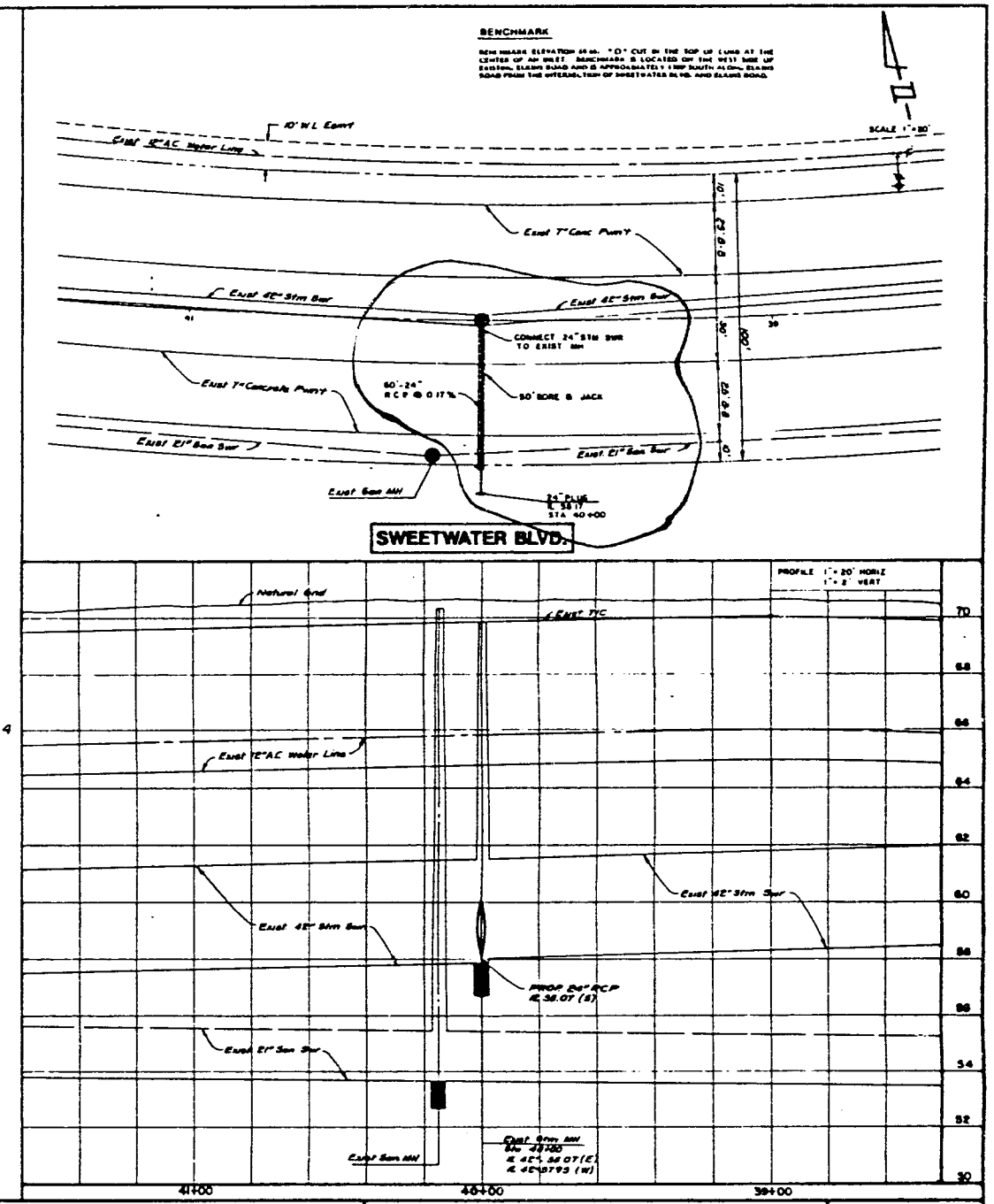
SHEET NO.	DESCRIPTION:
1	COVER SHEET
2	24" STORM SEWER

COVER SHEET FOR 24" STORM SEWER - 170120.DWG - 30100 DWG 05-Jan-90 15:05 / 321.04-1

41 1035



PROJECT LOCATION



NO	REVISION	BY	DATE

DESIGNED BY: MM
DRAWN BY: JO
CHECKED BY: PE
APPROVED BY: RW
DATE: FEBRUARY, 1989

VMK
VANSICKLE MICKELSON & KLEIN INC.

SWEETWATER GOLF COURSE

24" STORM SEWER

SHEET 2 OF 2 SHEETS

FILE NO.

Rules recommeded for adoption by Commissioner's Court on March 5, 1990 for Multistep Competitive Proposals relating to County Redistricting 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. Offerer must state in the UNPRICED Proposal the method to be used in determining charges to the County.

5. A performance bond will be required.

6. The UNPRICED Proposals shall be opened March 26, 1990.

7. Solicitation for PRICED BIDS will be mailed within seven (7) 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 provide maps and data to County Judge, each Commissioner, County Clerk, County Attorney and County Engineer to ensure accuracy and compliance.

   b. Offerer must be able to provide metes and bounds of state senator and state legislator lines, commissioner precinct lines, justice of the peace lines, constable lines and voting precinct lines.

   c. Offerer must be able to provide block ranges by street of voting precinct lines.

   d. Offerers must have the capability to to submit all changes in voting procedures, such as county redistricting, to the U.S. Justice Department for clearance after approval by Commissioner's Court, Fort Bend County, before implementation and must have the experience to handle any litigation resulting from such action; then must be able to follow thru to final approval.

   e. Offerer must submit with their UNPRICED Proposal proof of their ability to obtain a Performance Bond from a surety company authorized to conduct business in the State of Texas. Amount of said bond to be published in request for PRICED BIDS.

   f. Offerer must show a permanent street address on UNPRICED Proposals. Box numbers are unacceptable. This address must be that at which actual work will take place and is subject to a site visit from a representative of Commissioners Court, Fort Bend County, prior to award of contract.

   g. Offerer must be prepared to furnish references if solicitation for PRICED BIDS require.

20. CONSIDER INDIGENT HEALTH CARE BILLING PROPOSALS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until March 12.

21. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (POSTIER VS. LAIDLAW), AS AUTHORIZED BY ART. 6252-17, SEC. 2(E), V.T.C.S., AND CONSIDER ACTION:

Met in Closed Session.

No action taken.

RECESS:

Commissioners Court recessed at 11:00 a.m. and at 11:45 a.m.

RECONVENE:

Commissioners Court reconvened at 11:20 a.m. and at 1:30 p.m.

22. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) RENOVATIONS OF THE DISTRICT CLERK'S OFFICES (#90-033); (2) ONE OR MORE NEW 1990 FULL SIZE PICKUP TRUCKS (#90-034):

Renovations of the District Clerk's office (#90-033):

No bids were submitted.

One or more new 1990 full size pickup trucks (#90-034):

The following bids were presented to the Court.

A) KNAPP CHEVROLET, INC.
B) LAWRENCE MARSHAL CHEV-OLDS

23. 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.

24. CONSIDER AND POSSIBLY TAKE ACTION ON A TENDER MINUTE ORDER OF THE STATE HIGHWAY COMMISSION WITH RESPECT TO THE FORT BEND PARKWAY:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to adopt tender minute order for segment #1& #2 of minute order #89978 of the State Highway Commission with respect to the Fort Bend Parkway, as presented by Robert Randolph. (Recorded in minutes in full)

25. ADJOURNMENT:

Commissioners Court adjourned at 1:45 p.m. Monday, March 5, 1990.

RENOVATIONS FORT BEND COUNTY DISTRICT CLERK'S OFFICE. BID NUMBER 90-033

NO BIDS

41 1038

COMPANY
AZTEC RENTAL CENTER, INC.
BASS CONSTRUCTION CO., INC.
BOETTCHER-HLAVINKA CO.
CHAMPION CONSTRUCTION CO.
CHESSHIRE ENTERPRISES
COMPUTER AIR SERVICES, INC.
CONSTRUCTION AND CONSULTING SERVICES
CONVENIENCE BUILDERS
CURBIE VOGLER
DE LA ROSE BUILDING MAINTENACE
DRYMALLA CONSTRUCTION CO., INC.
DUP'S, INC.
DUROTECH, INC.
FREEPORT CONSTRUCTORS, INC.
GROUND IMPROVEMENT TECHNIQUES, INC.
INTERSTATE INDUSTRIAL CONSTRUCTORS, INC.
J.W. FALTISEK PAVING CONTRACTORS, INC.
JAMES ELLIOTT CONSTRUCTION
KLERKS CONSTRUCTION CORP.
L N MCKEAN, INC.
L. ARNOLD CONSTRUCTION CO.
LOCHMAN SPECIALTY CONTRACTING, INC.
MCDONALD EQUIPMENT CO.
METRO BUILDING & CONSTRUCTION CO.
MLS ASSOCIATES
RIHA, J.L.
ROBERTSON INTEREST, INC.

RENOVATIONS FORT BEND COUNTY DISTRICT CLERK'S OFFICE. BID NUMBER 90-033

41 1039

COMPANY
SEIFERT WELDING & CONSTRUCTION, INC.
SHANK'S HOME REPAIR & REMODELING
STAR CONCRETE CONSTRUCTION, INC.
STEVE MANGAN
STOCKTON CONSTRUCTION CO.
SUMCO, INC.
T.L. JAMES & CO., INC.
U.S. DESIGN & CONSTRUCTION CORP.
WALSH ENGINEERING, INC.
WORTHEN CONSTRUCTION COMPANY, INC.

PURCHASE OF ONE (1) OR MORE NEW 1990 FULL SIZE PICKUP TRUCKS.
BID NUMBER 90-034

COMPANY
A.C. COLLINS FORD, INC.
BARRETT WHITE GMC TRUCKS
BECK & MASTEN PONTIAC-GMC, INC.
BOB MARCO BUICK-GMC-MAZDA
CHAMPION CHRYSLER PLYMOUTH, INC.
CHUCK DAVIS CHEVROLET
CHUCK MILLER FORD, INC.
CHUCK RATHERT CHEV.
DAN BOONE CHEVROLET
DEMONTROND TRUCK CENTER
DUB MILLER FORD
EAST BERNARD FORD, INC.
EXCELLANCE INCORPORATED
FIRST RESPONSE, INC.
FRANK GILLMAN PONTIAC CO.
FRAZER, INC.
GALLERIA AREA FORD, INC.
GILMAN DODGE
GOODSON GMC
GREENVILLE FORD LINCOLN MERCURY
HALL CHEVROLET, INC.
HELFMAN FORD
HUBENAK CHEVROLET/PONTIAC
HUBENAK FORD
JACK ROACH FORD, INC.
JOE CAMP FORD
JOE GRILLO OLDSMOBILE-DODGE

PURCHASE OF ONE (1) OR MORE NEW 1990 FULL SIZE PICKUP TRUCKS.
BID NUMBER 90-034

COMPANY
JOE MYER'S FORD, INC.
JOE MYERS FORD, INC.
KINSEL FORD
KNAPP CHEVROLET, INC. ✓
LANDMARK CHEVROLET NORTH
LANDMARK CHEVROLET/GMC S.W.
LAROCHE CHEVROLET-CADILLAC
LAWRENCE MARSHAL CHEV-OLDS ✓ 1395
LES MARKES CHEVROLET MAZDA
MAC HAIK CHEVROLET/SUBARU
MACK HAIK PEACOCK CHEVROLET
METRO FORD TRUCK SALES, INC.
MILLER CHEVROLET
MORT HALL FORD
NOBLE PONTIAC GMC
NORTHWEST FORD MERCURY DBA MARSHALL FORD
RUSSELL AND SMITH FORD
RUSSELL BROS. OF TEXAS
SOUTHWEST LINCOLN-MERCURY, INC.
TEXSTAR CHEVRLOET
UNIVERSAL FORD SALES, INC.
WEST SIDE AUTO SALES
WESTWAY FORD, INC.
WORTHINGTON CHEVROLET

FORT BEND PARKWAY ROAD DISTRICT
(PREVIOUSLY KNOWN AS FORT BEND COUNTY ROAD DISTRICT #1)

BE IT REMEMBERED That on this 5th day of MARCH, 1990 Commissioners' Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend Parkway Road District 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 AN ORDER UPON HEARING ON A PLAN OF TAXATION FOR FORT BEND PARKWAY ROAD DISTRICT, PREVIOUSLY KNOWN AS FORT BEND COUNTY ROAD DISTRICT #1:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt order on a plan of taxation for Fort Bend Parkway Road District (previously known as Fort Bend County Road District #1) using CAD's values as presented by Robert Randolph. (Recorded in minutes in full)

2) CONSIDER AND POSSIBLY TAKE ACTION ON A TENDER MINUTE ORDER OF THE STATE HIGHWAY COMMISSION WITH RESPECT TO THE FORT BEND PARKWAY:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to adopt tender minute order for segment #1 & 2 of minute order #89978 of the State Highway Commission with respect to the Fort Bend Parkway. (Recorded in minutes in full)

ADJOURNMENT:

Fort Bend Parkway Road District adjourned at 11:20 a.m.

FBPD

41 1043 #1

ORDER UPON HEARING ON A PLAN OF TAXATION FOR FORT BEND COUNTY ROAD DISTRICT NO. 1

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

RECITALS

At an election held on January 20, 1990, the Commissioners Court was authorized to issue $4,500,000 road bonds on behalf of Fort Bend County Road District No. 1 (the "Bonds").

The Commissioners Court, by order duly passed on January 22, 1990, set a public hearing on the question of the adoption of a plan of taxation for Fort Bend County Road District No. 1 (the "District") to be held on February 26, 1990, at 11:00 o'clock a.m., and issued notice of such hearing by publication in a newspaper of circulation in Fort Bend County and in the proposed District on February 11, 1990 and February 18, 1990.

Upon such hearing being convened, there was presented proper proof and evidence that notice of the hearing had been published in accordance with the provisions of law and the January 22, 1990 order of the Commissioners Court.

The Commissioners Court invited all taxpayers within the District who own taxable property within the District to appear and offer testimony to show what plan of taxation will be most conducive to the equitable distribution of the tax to be imposed by the District.

Such hearing has been properly convened and based upon the evidence and testimony presented, this Court finds as follows:

1) That the hearing has been properly called, held, and conducted and that notice of such hearing has been published in a newspaper of circulation in Fort Bend County and in the proposed District as required by law;

2) That this Court has jurisdiction to hold and conduct a hearing on the question of a plan of taxation for the District and to enter upon the record and minutes of this Court its finding relative to such hearing under the provisions of Article 6702-1, Vernon's Texas Civil Statutes Annotated;

3) That this meeting of the Commissioners Court of Fort Bend County, Texas, is open to the public; and

4) That it would be in the best interest of the District and most conducive to their equitable distribution for District taxes required to pay for the Bonds to be levied on an ad valorem basis.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1: The foregoing findings and judgments of this Court are hereby determined to be true, correct, and complete and are hereby approved and adopted.

Section 2: The plan of taxation to be used by the District to pay principal and interest on its $4,500,000 road bonds voted on January 20, 1990 shall be assessed, levied and collected upon the ad valorem basis.

Section 3: Sufficient written notice of the date, hour, place, and subject of the meeting of the Association 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.

Section 4. Copies of this Order shall be recorded in the minutes of this Court.

PASSED AND APPROVED this 26th day of February, 1990.

Jodie E. Stavinoha, County Judge

ATTEST:

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

(SEAL)

0189:2173
\FBRD1\CMCTORD\TAX.90

41 1045 FBPD #2 and #24

ORDER ACCEPTING STATE DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION TENDER MINUTE ORDER REGARDING FORT BEND PARKWAY

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

RECITALS

On February 27, 1990, a tender minute order, a copy of which is attached as Exhibit "A", was adopted by the State Department of Highways and Public Transportation (the "Department") regarding the Fort Bend Parkway.

The Commissioners Court of Fort Bend County, Texas feels that the acceptance of this tender minute order would be in the best interests of Fort Bend County.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1. The tender minute order of the State Department of Highways and Public Transportation, attached hereto as Exhibit "A", is hereby accepted by the Commissioners Court of Fort Bend County, Texas, and concurs in the obligations imposed on the County in the tender minute order.

Section 2. Sufficient written notice of the date, hour, place, and subject of the meeting of the 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.

Section 3. Copies of this Order shall be recorded in the minutes of this Court.

PASSED AND APPROVED this 5th day of March, 1990.

ATTEST:

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

Jodie E. Stavinoha, County Judge

(SEAL)

0189:2173
\FBRD1\CMCTORD\SDHPT.90A

41 1047

********** ADVANCE SHEET/COVER PAGE **********

Cover Page 1 of Page 7

Date 2-28-90

Time 11:45 A.M.

Sent by: B.A.

****

FROM:

NAME OF SENDER: Bobby Adcock - SDHPT

DISTRICT: _____ DIVISION: AWO

TELEPHONE NUMBER: (512) 463-8619

FAX NUMBER: (512) 463-0283

****

TO:

DISTRICT: _____ DIVISION: _____

LOCATION: _____

FAX: (713) 431-1947

ATTENTION: Commissioner Denham

****

SPECIAL INSTRUCTIONS: _____

****

*****THANK YOU *****

41 1048

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

FORT BEND County MINUTE ORDER

District No. HOUSTON (12)

WHEREAS, in FORT BEND COUNTY on STATE HIGHWAY 122 from Beltway 8 near Hillcroft to State Highway 99, a distance of approximately 17.0 miles, a delegation requested the designation of a freeway and authorization for the creation of a transportion corporation in January, 1986; and

WHEREAS, Minute Order 84417 dated April 29, 1986, authorized the Engineer-Director to conduct a feasibility study to determine the overall need for a freeway, preliminary design data, etc. and a suggested schedule for project development; and

WHEREAS, the feasibility study has been completed and concluded that a six-lane controlled access urban freeway with frontage roads is feasible from Beltway 8 near Hillcroft to State Highway 6, a distance of approximately 6.0 miles, to be constructed in stages and recommended an alignment, hereinafter referred to as Segment 1, and that a six-lane controlled access urban freeway is feasible from State Highway 6 to State Highway 99, a distance of approximately 11.0 miles, to be constructed in stages as future traffic volumes warrant, hereinafter referred to as Segment 2; and

WHEREAS, at the March 29, 1988, meeting of the State Highway and Public Transportation Commission (the "Commission"), a delegation stated that they would pursue obtaining commitments from local interests to provide right of way at no cost to the State, route studies and schematic design, environmental studies, environmental assessments, design costs and alternate funding sources; and

WHEREAS, the Commission designated the requested facility as a State Highway; and

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

District No. HOUSTON (12)

For Segment 1, if Fort Bend County will:

1. Provide one hundred percent of the necessary right of way including all necessary access control, clear of obstacles 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, which must include any additional property required for wetlands mitigation.

2. Provide all land rights for all channel easements required for drainage, realignment or modification for any channels outside the normal right of way width, all outfall drainage outside the normal right of way and any necessary storm water detention reservoirs.

3. Provide at no cost to the State necessary environmental clearances including historical and archaeological assessments; schematics; all coordination and permitting processes; will conduct public hearings; prepare plans, specifications and estimates for the final design for Phase I (frontage roads) of Segment 1; all subject to review and approval by the State Department of Highways and Public Transportation.

Upon completion of the above responsibilities by Fort Bend County, the State Department of Highways and Public Transportation will:

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

1. Provide one hundred 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.

2. Provide relocation assistance as may be determined to be eligible under the Relocation Assistance Program.

3. Authorize the construction of frontage roads for Segment 1 within one year, subject to the availability of funds.

For Segment 2, if Fort Bend County will:

1. Provide a minimum of ten percent of the right of way including any necessary access control not provided by a transportation corporation and/or the Fort Bend County Road District No. 1, 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, which must include any additional property required for wetlands mitigation.

2. Provide a minimum of ten percent of the cost of all land rights for all channel easements required for drainage, any realignment or modification for any channel outside the normal right of way width, all outfall drainage outside the normal right of way and any necessary storm water detention reservoirs not secured by a transportation corporation and/or the Fort Bend County Road District No. 1.

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

FORT BEND County MINUTE ORDER

District No. HOUSTON (12)

The State Department of Highways and Public Transportation will:

1. Provide one hundred 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.

2. Provide relocation assistance as may be determined to be eligible under the Relocation Assistance Program.

Upon acceptance of the provisions and commitments of this Order by Fort Bend County and the Cities of Houston and Missouri City, IT IS FURTHER ORDERED that State Highway 122 from Beltway 8 to State Highway 99 be and is hereby designated a CONTROLLED ACCESS FACILITY for development, maintenance and operation in accordance with the provisions of House Bill 179, 55th Texas Legislature; and

IT IS FURTHER ORDERED that the Engineer-Director is hereby authorized to proceed in the most feasible and economical manner with project development of Segments 1 and 2 to include any necessary agreements, right of way acquisition, utility adjustments and relocation assistance at an estimated cost to the State of $100,000.

AS PER ORIGINAL

41 1052

STATE DEPARTMENT OF HIGHWAYS
AND PUBLIC TRANSPORTATION

FORT BEND County MINUTE ORDER Page 6 of 6 Pages

District No. HOUSTON (12)

It is understood that a transportation corporation may be created to develop various aspects of the project as directed by the State Highway and Public Transportation Commission, including project planning, preliminary engineering and acquisition of right of way; however, the Commission will rely on Fort Bend County and the Cities of Houston and Missouri City for cooperation and action as required.

This Order should not be considered as authorization for construction funding. However, after Fort Bend County and the proposed transportation corporation and/or the Fort Bend County Road District No. 1 have fulfilled their responsibilities, authorization of construction funding will be considered based on the availability of funds.

This Order shall become operative upon acceptance by Fort Bend County and the Cities of Houston and Missouri City; and if not accepted within 90 days of the date hereof, the action herein contained shall be automatically canceled.

Submitted by Sharon Little
(Title) Administrative Assistant

Approved

Examined and recommended by: Roger F. Welsch
Deputy Director

Engineer-Director

Minute Number 89978

Date Passed FEB 27 90

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 May 24, 19 90.

STARTING WITH FILM CODE NO. 41 - 967

ENDING WITH FILM CODE NO. 41 - 1052

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Eva Loya DEPUTY

Eva Loya

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 24 DAY OF May, 19 90.

STARTING WITH VOLUME NUMER 41 - 1055 PAGE NUMBER 41 - 1209.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Eva Loya
Eva Loya DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MARCH 12, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 5, 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. Accept fee officers' monthly reports.

7. Consider approval of the following items regarding the Fort Bend Flood Control Water Supply Corp.:

   (A) Adopt 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 the Fort Bend Flood Control Water Supply Corp. to take all necessary action to acquire such land.

   (B) Adopt resolution approving proposal for title search and escrow services in connection with flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; and authorizing the Fort Bend Flood Control Water Supply Corp. to take all necessary action to obtain such services.

   (C) Adopt resolution approving proposal for appraisal services in connection with flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; and authorizing the Fort Bend Flood Control Water Supply Corp. to take all necessary action to obtain such appraisals.

   (D) Adopt resolution approving purchase price for land required for the flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; and authorizing the Fort Bend Flood Control Water Supply Corp. to take all necessary action to acquire such land, including filing condemnation proceedings.

   (E) Adopt 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 the Fort Bend Flood Control Water Supply Corp. to take all necessary action to obtain such environmental assessment.

   (F) Adopt resolutions ordering the relocation or adjustment of certain pipelines to implement flood control improvements to the Big Creek Watershed.

   (G) Authorize preparation of plans and specifications for Phase 1 of the Big Creek Project.

8. Accept streets in Mission West Sec. 3, Pct. 3, into the County road maintenance system.

9. Accept $115.06 for seminar reimbursement and rebudget into Pct. 3 budget, line item 0701.

10. Consider a quit claim deed for the abandonment of a portion of Lester Road in exchange for Dulles Ave.

11. Appoint Pct. 1 Commissioner as agent to advertise approximately 50 acres for a lease for farming.

12. Consider approving bid specifications for the following: (1) collection of E.M.S. delinquent accounts; (2) rental work uniforms.

13. Consider indigent health care billing proposals.

14. Consider advertising for bids for the following: (1) 12-passenger van for Social Services Dept. (2) utility vehicle(s); (3) construction of Pitts Rd. at new school, Pct. 4.

15. Mr. N. D. Anderson, re: request to add road, leading west from Winner-Foster Rd. to the Anderson Farm, to the County Road List and resume maintenance of same.

16. Consider approval of Paul T. Hamilton as reserve deputy, along with bond & oath, Pct. 2 Constable.

17. Consider renewal of E.M.S. medical director contract.

18. Consider application from S.G.&R. Construction Co. to construct storm sewer & water lines under Peek Rd., Pct. 3.

19. Consider releasing performance bond to Sugarland Professional Plaza I for construction of water line under Williams Trace Blvd., Pct. 4.

20. Consider releasing performance bond to Star Cable Co. for installation of cable along Vincik-Ehlert & Esleib Rd., Pct. 2.

21. Consider releasing performance bond to Gold Star Const. for access to Houston St. parking lot, Pct. 1.

22. Consider granting H.L.&P. an easement for electric distribution line, Pct. 2.

23. Accept or reject bids for the following: (1) renovations of District Clerk's offices (#90-033); (2) one or more new 1990 full-size pickup truck (90 day delivery), (#90-034).

24. 1:30 p.m. - Open and consider bids for the following: (1) one or more new 62 horsepower tractors (#90-036); (2) providing coverage for public employees blanket bond for Fort Bend County.

25. Approve bills.

26. Adjournment.

FILED FOR RECORD
TIME 2:30 A.M. P.M.
MAR 8 1990
Diane 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, March 8, 1990 at 2:40 p.m. by N. Lindsey.

REGULAR SESSION

BE IT REMEMBERED That on this 12TH day MARCH, 1990 Commissioners' Court of Fort Bend County, Texas met in Regular Session 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. APPROVE MINUTES OF MEETINGS OF MARCH 5, 1990:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of March 5, 1990.

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 transfer in budgets for FIRE MARSHALL and BAIL BOND BOARD. (Recorded in minutes in full)

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out of town travel request for JUVENILE PROBATION, CHILD SUPPORT, COUNTY JUDGE, COMMISSIONER PRC. #2 & 3, TAX ASSESSOR/COLLECTOR, COUNTY ENGINEER and CONSTABLE PCT.#2. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

None

6. ACCEPT FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Pressly, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept Fee Officer Monthly Report for January 1990 as presented by Robert Grayless, County Auditor. (Recorded in minutes in full)

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1990

On this the _____day of _____, 1990, 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 December 11, 1989, the Court heard and approved a budget for the year 1990 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1990, adopted on December 11, 1989.

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)
1000-0040-4010 (Line Item)	$5,150.00	$4,650.00	(500.00)
1000-0040-7020	$500.00	$1,000.00	500.00

Department Head: _____ Date: 02/23/90

FORT BEND COUNTY

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 1990

On this the _____day of March, 1990, 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 1990 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1990 adopted on November 14, 1989.

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)
1000-0039-1062	$2,700.00	$2,610.00	($90.00)
(Line Item) 1000-0039-1010	00	90.00	90.00

DATE: 2-28-90

DEPARTMENT HEAD: Mary Lynn Chesshire
Mary Lynn Chesshire

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

41 1060

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 7 1990
COUNTY JUDGE

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: May 15, 1990

DATE OF RETURN: May 16, 1990

1 DESTINATION: Radisson Plaza Hotel-Austin

PURPOSE OF TRIP: To attend annual seminar on local government- offered by Bickerstaff, Health, & Smiley

MODE OF TRANSPORTATION: personal vehicle

****

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

DATE: 3-5-90

Alton B Pressley
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/12/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

RECEIVED
MAR 6 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

PAM WITTNEBEN

JUDY HARMS

Period: Date of Departure APRIL 4, 1990

Date of Return APRIL 9, 1990

Purpose of Trip: COURSE 130 - STATE PROPERTY TAX BOARD COURSES

Places to be Visited: HOUSTON, TEXAS

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

Name

Date

TAX ASSESSOR/COLLECTOR
Title

* *

Approved: Commissioners' Court

County Judge

3/12/90
Date

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

41 1062

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 7 1990
COUNTY JUDGE

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

Frank Twardowski

DATE OF DEPARTURE: April 9, 1990

DATE OF RETURN: April 9, 1990

DESTINATION: Jersey Village Police Assn.

PURPOSE OF TRIP: To attend "Inner City Gangs" seminar

MODE OF TRANSPORTATION: Personal and/or County Vehicle

****

DEPARTMENT HEAD APPROVAL: Ray Breeding - Constable Pct 2
Name & Department

DATE: 3/06/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/12/90

(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

RECEIVED MAR 8 1990 COUNTY JU

Travel Authorization

TO: COMMISSIONERS' COURT

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

James Pohl

Period: Date of Departure 3/26/90

Date of Return 3/29/90

Purpose of Trip: Attend the GRCDA's 13th Annual International Landfill Gas Symposium

Places to be Visited: Marriott's Lincolnshire Resort Lincolnshire, IL

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

Ron Drachenberg by BWE
Name

3/8/90
Date

County Engineer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3/12/90
Date

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

RECEIVED
MAR 8 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Ron Drachenberg

Period: Date of Departure 3/25/90

Date of Return 3/28/90

Purpose of Trip: Attend the NACE '90 Annual Meeting (National Association of County Engineers)

Places to be Visited: Colorado Springs, Colorado

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

Ron Drachenberg
Ron Drachenberg by BWE
Name

3/8/90
Date

County Engineer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3/12/90
Date

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

41 1065

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED MAR 9 1990 COUNTY JUDGE

TO: COMMISSIONERS COURT

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

JODIE E. STAVINOHA Bev Denham

DATE OF DEPARTURE: MARCH 15, 1990

DATE OF RETURN: MARCH 16, 1990

DESTINATION: AUSTIN, TEXAS

PURPOSE OF TRIP: UNITED RESOURCE RECOVERY HEARING

MODE OF TRANSPORTATION: PERSONAL AUTO

****

DEPARTMENT HEAD APPROVAL: JODIE E. STAVINOHA, COUNTY JUDGE
Name & Department

DATE:

J. Stavinoha
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/12/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1066

RECEIVED MAR 9 1990

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:

ELIZABETH J. LA VOIS

DATE OF DEPARTURE: 04-22-90

DATE OF RETURN: 04-24-90

DESTINATION: Wichita Falls, TX

PURPOSE OF TRIP: To attend a Domestic Relations/Child Support conference.

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Elizabeth J. La Vois CHILD SUPPORT
Name & Department

DATE: 3/5/90 Signature 328th Dist. Ct.

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 3/12/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

1 1067

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 9 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

~~Dennis A. McGee~~
Richard Spoffard

DATE OF DEPARTURE: April 29, 1990

DATE OF RETURN: May 2, 1990

DESTINATION: El Paso, Texas

PURPOSE OF TRIP: Texas Juvenile Detention Assoc. Seminar

MODE OF TRANSPORTATION: Air Transportation

****

DEPARTMENT HEAD APPROVAL: Ft. Bend Co. Juv. Prob. Dept. Dennis A. McGee
Name & Department

DATE: 3/9/90

Dennis A. McGee
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/12/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

March 12, 1990

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of January, 1990. 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 January is attached to this letter.

The following is the criminal and civil case report for the JPs for the month of January, 1990:

JP	# OF CASES:	New	Pending	Dismissed	Paid	Open	Civil Cases
JP 1	Geick	792	4597	322	505	4562	47
JP2-1	Molina	252	1283	30	155	1350	37
JP2-2	Fredrickson	401	956	78	245	1034	6
JP3	Stahl	254	695	4	127	818	107
JP4	Adolphus	599	4493	213	342	4537	20

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.

RECEIVED
MAR 6 1990
COUNTY JUDGE

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1990.

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

> Moved by Commissioner____, seconded by Commissioner____, duly put and carried, it is ordered that the monthly reports of fees collected by Fee Officers identified below, for the month of January, 1990 be approved as recommended by the County Auditor in his letter of March 12, 1990.

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
JANUARY 1990

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED	YEAR TO DATE
County Clerk	Civil	73,769.00					
	Criminal	48,684.25	86,083.50	20,051.00	16,318.75	122,453.25	122,453.25
District Clerk	Civil	59,634.40					
	Criminal	9,752.00	33,019.65	5,625.50	30,741.25	69,386.40	69,386.40
Tax Collector	See Letter	131,190.12	78,902.27	52,287.85		131,190.12	131,190.12
District Atty.	****Bad Check	4,157.11	4,157.11			4,157.11	4,157.11
Sheriff	Criminal	15,949.50	6,349.50		9,600.00	15,949.50	15,949.50
J.P. #1	Civil	2,080.00					
	Criminal	29,381.45	20,206.45		11,255.00	31,461.45	31,461.45
J.P. #2-1	Civil	2,195.00					
	Criminal	10,718.99	9,299.49		3,614.50	12,913.99	12,913.99
J.P. #2-2	Civil	390.00					
	Criminal	15,248.04	10,744.29		4,893.75	15,638.04	15,638.04
J.P. #3	Civil	6,937.50					
	Criminal	4,460.80	9,900.22		1,498.08	11,398.30	11,398.30
J.P. #4	Civil	1,095.00					
	Criminal	16,906.50	11,473.50		6,528.00	18,001.50	18,001.50
Constable #1	Civil	5,124.43	2,094.16		3,030.27	5,124.43	5,124.43
Constable #2	Civil	2,602.00	2,053.56		548.44	2,602.00	2,602.00
Constable #3	Civil	8,510.32	6,209.84		2,300.48	8,510.32	8,510.32
Constable #4	Civil	8,515.74	4,016.74		4,499.00	8,515.74	8,515.74
TOTAL		457,302.15	284,510.28	77,964.35	94,827.52	457,302.15	457,302.15

* 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
06-Feb-90

TAX/COLLECTOR FEES OF OFFICE
PAID IN THE MONTH OF
JANUARY, 1990

			TOTAL	Y T D	FUND CATAGORY
HIGHWAY FEES OCT 1989.....	$63,819.41				
HIGHWAY FEES NOV-DEC 1989.....	0.00	**			
	0.00				
TOTAL HIGHWAY FEES			$63,819.41	$63,819.41	GF / TA
PROPERTY TAX COMMISSIONS					
NOV 1989 PAGE 10,11.....	4.01				
DEC 1989 PAGE 5-14.....	11,304.22				
JAN 1990 PAGE 1-9.....	1,875.13				
	0.00				
TOTAL PROP TAX COMMISSIONS			13,183.36	13,183.36	GF / TA
TAX CERTIFICATES -SEPT - NOV 1989	1,668.00				
MUD CERTIFICATES -SEPT - NOV 1989	20.00				
DEC 1989	0.00	**			
TOTAL CERTIFICATES			1,688.00	1,688.00	GF / TA
BEER/LIQUOR-DEC89- FEES OF OFFICE	211.50				
	0.00				
TOTAL B & L FEES OF OFFICE			211.50	211.50	GF / TA

** Not paid in January 1990.

TOTAL FEES REPORTED TO C C EXCLUDING ROAD & BRIDGE	$78,902.27	$78,902.27	
TOTAL ROAD AND BRIDGE..... Reports #53,54 '89; 1-3 '90	52,287.85	52,287.85	R & B

Mary Hancock
MARY HANCOCK, INTERNAL AUDITOR

County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

March 12, 1990

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of January, 1990. 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, 1990.

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 January, 1990 be approved as recommended by the County Auditor in his letter of March 12, 1990.

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

JANUARY 1990

	TOTAL COLLECTED	YEAR TO DATE
CHILD SUPPORT	1,392.00	1,392.00
HEALTH AND SANITATION	3,102.00	3,102.00
AMBULANCE	16,881.14	16,881.14
ANIMAL CONTROL	855.00	855.00
SANITARY LANDFILL	11,944.12	11,944.12
LIBRARIES	7,034.38	7,034.38
INDIGENT CARE	105.00	105.00
FAIRGROUNDS	1,717.50	1,717.50
ADULT PROBATION (FUND 99)	48,659.47	48,659.47
JUVENILE PROBATION	3,180.69	3,180.69
COUNTY ENGINEERING	1,640.00	1,640.00
BAIL BOND BOARD	1,000.00	1,000.00
TOTAL FOR MONTH	97,511.30	97,511.30

AUDITOR'S FORM 1054

7. CONSIDER APPROVAL OF THE FOLLOWING ITEMS REGARDING THE FORT BEND FLOOD CONTROL WATER SUPPLY CORP.:

a) Adopt 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 the Fort Bend Flood Control Water Supply Corp. to take all necessary action to acquire such land:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt resolution approving final purchase price in the amount of $1,704.00 for Tract #17, Oyster Bayou Development Corp. for the flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run as presented by Joe B. Allen, Vinson & Elkins. (Recorded in minutes in full)

b) Adopt resolution approving proposal for title search and escrow services in connection with flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; and authorizing the Fort Bend Flood Control Water Supply Corp. to take all necessary action to obtain such services:

Moved by Commissioner Pressely, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to adopt resolution approving proposal for title search and escrow services in connection with Flood Control Improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run as presented by Joe B. Allen, Vinson & Elkins. (Recorded in minutes in full)

c) Adopt resolution approving proposal for appraisal services in connection with flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; and authorizing the Fort Bend Flood Control Water Supply Corp. to take all necessary action to obtain such appraisals:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve resolution approving the proposal for land appraisals submitted by LUEDEMANN and ASSOCIATES and OSENBAUGH, FOX AND ASSOCIATES in connection with flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run as presented by Joe B. Allen, Vinson & Elkins. (Recorded in minutes in full)

d) Adopt resolution approving purchase price for land required for the flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; and authorizing the Fort Bend Flood Control Water Supply Corp. to take all necessary action to acquire such land, including filing condemnation proceedings:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve resolution approving purchase price for land requirements for the flood control improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run, including filing condemnation proceedings as presented by Joe B. Allen, Vinson & Elkins. (Recorded in minutes in full)

e) Adopt 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 the 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 resolution approving proposal from Associated Environmental Consultants, Inc. in the amount of $2,000 plus expenses (not to exceed $1,000) for phase I environmental Assessment of certain land submitted in connection with flood control improvements to Flat Bank Creek, Middle Oyster Creek & Stafford Run; an authorize Fort Bend Flood Control Water Supply Corp. to take all necessary action to obtain such environmental assessment. (Recorded in minutes in full)

7(A)

Fort Bend ISD

41 1075

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 12 day of MARCH, 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 _____.

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: _____
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 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 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: Subject to the Corporation's obtaining a Phase I Environmental Risk Report from Associated Environmental Consultants, Inc. that indicates that no further studies, tests or investigations are recommended, 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 12 day of MARCH, 1990.

Jodie 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)

A:\WP05FBFC\FBISD\PRCH-PRC.CC

EXHIBIT "A"

PURCHASE PRICES

Tract No.	Seller	Purchase Price
Tract #13 9.687 acres	Fort Bend Independent School District	$29,061

A:\WP05FBFC\FBISD\PRCH-PRC.CC

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 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 12 day of MARCH, 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 12 day of MARCH, 1990.

DIANNE WILSON, County Clerk and Ex-Officio Clerk of Commissioners Court

By Elida Kosler

(SEAL)

A:\WP05FBFC\FBISD\FRCH-PRC.CC

7(A)

B/ei/

41 1080

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 12 day of MARCH, 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 _____.

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: _____
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 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 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 12 day of MARCH, 1990.

Jodie Stavinoha
County Judge

ATTEST:

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

(SEAL)

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EXHIBIT "A"

PURCHASE PRICES

Tract No.	Seller	Purchase Price
Tract #16 1.388 acres	Barbara Roane Bleil	$ 5,000

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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 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 12 day of MARCH, 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 12 day of MARCH, 1990.

DIANNE WILSON, County Clerk and Ex-Officio Clerk of Commissioners Court

By Elida Kosler

(SEAL)

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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 12 day of MARCH, 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 _____.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION APPROVING PROPOSAL FOR TITLE SEARCH AND ESCROW 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: _____
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 PROPOSAL FOR TITLE SEARCH AND ESCROW 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 is necessary for the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to obtain title search and escrow services in connection with the acquisition of land; and

WHEREAS, the Corporation has requested and received a proposal for the title search and escrow services; and

WHEREAS, on February 28, 1990, the Board of Directors of the Corporation adopted a resolution requesting the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), to approve the proposal for title search and escrow services submitted by Stewart Title Company in connection with flood control improvements to the Project; and to authorize the Corporation to take all necessary action to obtain such title search and escrow services; 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 title search and escrow services submitted by Stewart Title Company, 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 title search and escrow services and acquiring the land rights-of-way necessary to construct and maintain the Project.

PASSED AND APPROVED this 12 day of MARCH, 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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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 PROPOSAL FOR TITLE SEARCH AND ESCROW 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 12 day of MARCH, 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 12 day of MARCH, 1990.

DIANNE WILSON, County Clerk and
Ex-Officio Clerk of
Commissioners Court

By Elida Koler

(SEAL)

A:\WP05FBFC\COMM-CRT\RES\TTLESRCH.CC

EXHIBIT A

41 1089

JAN 30 1990

STEWART TITLE
FORT BEND DIVISION

JO ANN STEVENS
President

January 30, 1990

Vinson & Elkins
1001 Fannin
3300 First City Tower
Houston, Texas 77002

Attn: Melinda Butler

RE: Stafford Run Watershed Right-of-Way
Tracts 20-27, 28A, 28B, 29-30, 34-43, 46, 49

Dear Ms. Butler:

In reference to the above described, the upcoming quote for the above tracts are as follows:

(1) Owner's Title Policy plus 15% deletion (rate schedule attached with new rates starting February 1, 1990), with recoupment fee also.

(2) Escrow Fee - $75.00

(3) Restrictions - $10.00

(4) Recording Fees - Varies for number of documents filed: 1st page $3.00 and each additional page $2.00.

(5) Tax certificates - $43.20

(6) Mineral Search - $75.00

(7) Mineral Lease Search - $35.00 per hour

(8) Completion for each tract for title commitment is five days, which is an estimated time period.

The above quotes will be for the above descriptions, when additional information is required, please let us know.

If we can be of any help in this matter, please do not hesitate to contact us.

Sincerely,
STEWART TITLE

Carol Abel

Carol Abel
Escrow Officer

1250 SHORELINE DRIVE, SUITE 100 • SUGAR LAND, TEXAS 77478 • (713) 491-7050

STEWART TITLE
GUARANTY COMPANY

"Since 1896"

Statuary of Commerce

Texas Title Insurance Premium Rates

Prescribed by the State Board of Insurance of the State of Texas

Effective February 1, 1990

Policies up to and including	Basic Premium	Special Recoupment Premium (Art 9.48, Sec. 15)
$10,000	$266	$2.66
10,500	269	2.69
11,000	273	2.73
11,500	277	2.77
12,000	281	2.81
12,500	286	2.86
13,000	289	2.89
13,500	293	2.93
14,000	297	2.97
14,500	301	3.01
15,000	306	3.06
15,500	309	3.09
16,000	313	3.13
16,500	317	3.17
17,000	321	3.21
17,500	325	3.25
18,000	329	3.29
18,500	333	3.33
19,000	337	3.37
19,500	340	3.40
20,000	344	3.44
20,500	348	3.48
21,000	352	3.52
21,500	356	3.56
22,000	360	3.60
22,500	364	3.64
23,000	368	3.68
23,500	372	3.72
24,000	376	3.76
24,500	380	3.80
25,000	384	3.84
25,500	388	3.88
26,000	392	3.92
26,500	396	3.96
27,000	400	4.00
27,500	404	4.04
28,000	408	4.08
28,500	412	4.12
29,000	416	4.16
29,500	419	4.19
30,000	423	4.23
30,500	427	4.27
31,000	431	4.31
31,500	435	4.35
32,000	439	4.39
32,500	443	4.43
33,000	447	4.47
33,500	451	4.51
34,000	455	4.55
34,500	459	4.59
35,000	463	4.63
35,500	467	4.67
36,000	471	4.71
36,500	475	4.75
37,000	479	4.79
37,500	483	4.83
38,000	487	4.87
38,500	491	4.91
39,000	495	4.95

Policies up to and including	Basic Premium	Special Recoupment Premium (Art 9.48, Sec. 15)
$39,500	$499	$4.99
40,000	502	5.02
40,500	506	5.06
41,000	510	5.10
41,500	514	5.14
42,000	518	5.18
42,500	522	5.22
43,000	526	5.26
43,500	530	5.30
44,000	534	5.34
44,500	538	5.38
45,000	542	5.42
45,500	546	5.46
46,000	550	5.50
46,500	554	5.54
47,000	558	5.58
47,500	562	5.62
48,000	566	5.66
48,500	570	5.70
49,000	574	5.74
49,500	577	5.77
50,000	581	5.81
50,500	585	5.85
51,000	589	5.89
51,500	593	5.93
52,000	597	5.97
52,500	601	6.01
53,000	605	6.05
53,500	609	6.09
54,000	613	6.13
54,500	617	6.17
55,000	621	6.21
55,500	625	6.25
56,000	629	6.29
56,500	633	6.33
57,000	637	6.37
57,500	641	6.41
58,000	645	6.45
58,500	649	6.49
59,000	653	6.53
59,500	656	6.56
60,000	660	6.60
60,500	664	6.64
61,000	668	6.68
61,500	672	6.72
62,000	676	6.76
62,500	680	6.80
63,000	684	6.84
63,500	688	6.88
64,000	692	6.92
64,500	696	6.96
65,000	700	7.00
65,500	704	7.04
66,000	708	7.08
66,500	712	7.12
67,000	716	7.16
67,500	720	7.20
68,000	724	7.24

Texas Title Insurance Premium Rates

Effective February 1, 1990

Policies up to and including	Basic Premium	Special Recoupment Premium (Art 9.48, Sec. 15)
$68,500	$728	$7.28
69,000	732	7.32
69,500	736	7.36
70,000	739	7.39
70,500	743	7.43
71,000	747	7.47
71,500	751	7.51
72,000	755	7.55
72,500	759	7.59
73,000	763	7.63
73,500	767	7.67
74,000	771	7.71
74,500	775	7.75
75,000	779	7.79
75,500	783	7.83
76,000	787	7.87
76,500	791	7.91
77,000	795	7.95
77,500	799	7.99
78,000	803	8.03
78,500	807	8.07
79,000	811	8.11
79,500	814	8.14
80,000	818	8.18
80,500	822	8.22
81,000	826	8.26
81,500	830	8.30
82,000	834	8.34
82,500	838	8.38
83,000	842	8.42
83,500	846	8.46
84,000	850	8.50

Policies up to and including	Basic Premium	Special Recoupment Premium (Art 9.48, Sec. 15)
$84,500	$854	$8.54
85,000	858	8.58
85,500	862	8.62
86,000	866	8.66
86,500	870	8.70
87,000	874	8.74
87,500	878	8.78
88,000	882	8.82
88,500	886	8.86
89,000	890	8.90
89,500	893	8.93
90,000	897	8.97
90,500	901	9.01
91,000	905	9.05
91,500	909	9.09
92,000	913	9.13
92,500	917	9.17
93,000	921	9.21
93,500	925	9.25
94,000	929	9.29
94,500	933	9.33
95,000	937	9.37
95,500	941	9.41
96,000	945	9.45
96,500	949	9.49
97,000	953	9.53
97,500	957	9.57
98,000	961	9.61
98,500	965	9.65
99,000	969	9.69
99,500	972	9.72
100,000	976	9.76

Premiums shall be calculated as follows for policies in excess of $100,000:

1. For Policies of $100,001 - $1,000,000
   A. Basic Premium
      (1) Subtract $100,000 from policy amount.
      (2) Multiply result in 1.A.(1) by .00617 and round to nearest whole dollar.
      (3) Add $976 to result in 1.A.(2).
   B. Special Recoupment Premium
      Multiply result in 1.A.(3) by .01 and round to nearest whole cent.
2. For Policies of $1,000,001 - $5,000,000
   A. Basic Premium
      (1) Subtract $1,000,000 from policy amount.
      (2) Multiply result in 2.A.(1) by .00507 and round to nearest whole dollar.
      (3) Add $6,529 to result in 2.A.(2).
   B. Special Recoupment Premium
      Multiply result in 2.A.(3) by .01 and round to nearest whole cent.
3. For Policies of $5,000,001 - $15,000,000
   A. Basic Premium
      (1) Subtract $5,000,000 from policy amount.
      (2) Multiply result in 3.A.(1) by .00418 and round to nearest whole dollar.
      (3) Add $26,809 to result in 3.A.(2).
   B. Special Recoupment Premium
      Multiply result in 3.A.(3) by .01 and round to nearest whole cent.
4. For Policies of $15,000,001 - $25,000,000
   A. Basic Premium
      (1) Subtract $15,000,000 from policy amount.
      (2) Multiply result in 4.A.(1) by .00298 and round to nearest whole dollar.
      (3) Add $68,609 to result in 4.A.(2).
   B. Special Recoupment Premium
      Multiply result in 4.A.(3) by .01 and round to nearest whole cent.
5. For Policies in Excess of $25,000,000
   A. Basic Premium
      (1) Subtract $25,000,000 from policy amount.
      (2) Multiply result in 5.A.(1) by .00178 and round to nearest whole dollar.
      (3) Add $98,409 to result in 5.A.(2).
   B. Special Recoupment Premium
      Multiply result in 5.A.(3) by .01 and round to nearest whole cent.

STEWART TITLE
GUARANTY COMPANY

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 12 day of MARCH, 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 _____.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION APPROVING PROPOSALS FOR APPRAISAL 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: _____
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 PROPOSALS FOR APPRAISAL 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 is necessary for the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to obtain certain appraisals for the acquisition of land; and

WHEREAS, the Corporation has requested and received certain proposals for the land appraisals; and

WHEREAS, on February 28, 1990, the Board of Directors of the Corporation adopted a resolution requesting the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), to approve the proposals for appraisal services submitted by Luedemann and Associates and Osenbaugh, Fox and Associates in connection with flood control improvements to the Project; and to authorize the Corporation to take all necessary action to obtain such appraisals; 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 land appraisals submitted by Luedemann and Associates and Osenbaugh, Fox and Associates, which are attached hereto as Exhibit "A", and authorizes the Corporation to execute such proposals 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 property appraisals and acquiring the land rights-of-way necessary to construct and maintain the Project.

PASSED AND APPROVED this 12 day of MARCH, 1990.

Jodie Stavinoha
County Judge

ATTEST:

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

(SEAL)

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THE STATE OF TEXAS §
§
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 PROPOSALS FOR APPRAISAL 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 12 day of MARCH, 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 12 day of MARCH, 1990.

DIANNE WILSON, County Clerk and
Ex-Officio Clerk of
Commissioners Court

By Elida Kosler

(SEAL)

A:\WP05FBFC\COMM-CRT\RES\APPRAISL.CC

Luedemann & Associates

Real Estate Appraisers - Consultants

Waldo S. Luedemann, Jr., MAI-SRPA
Phone 713/627-0890

Janaury 29, 1990

Member of:
American Institute of Real Estate Appraisers
Society of Real Estate Appraisers
Houston Board of Realtors

Mr. Joe B. Allen
Vinson & Elkins
3300 First City Tower
1001 Fannin
Houston, Texas 77002-6760

Reference: Appraisal of 24 parcels of land along Stafford Watershed to be purchased by the Fort Bend Flood Control Water Supply Corporation, Fort Bend County, Texas.

Dear Mr. Allen:

In accordance with your request, we have reviewed the map prepared by Lichliter-Jameson & Associates, Inc., in reference to proposed fee simple acquisitions along the Stafford Run Watershed.

Our appraisals of each property would estimate the value of the whole property, the value of the part taken, and the value of the remainder before and after the taking. The appraisals we propose to submit would include: a legal description of the property, a neighborhood description, a site description, a plat of the property, pictures, comparable sales data for the last five year period, sales map and analysis and estimate of value for the part taken, and damages, if any, to the remainder.

We will make every effort to comply with whatever time limitations you may have, but in the normal course of business it is anticipated that the first seven parcels could be completed within 21 days from receipt of your authorization and all the appraisals could be submitted withn 45 days.

Our appraisal fees are based on an hourly rate of $100. Any additional time required for updating or preparation in court will be billed at the same hourly rate. Actual time involved in testimony, either for disposition or trial purposes, will be billed at our hourly rate of $150.

I have been in the real estate appraisal business in Houston, Texas since 1958. I was awarded the MAI designation of the American Institute of Real Estate Appraisers in 1970 and the SRPA designation of the Society of Real Estate Appraisers in 1967. I am also a member of the Houston Board of Realtors and have a real estate brokers license in the State of Texas. I am currently serving on the regional panel of the National Ethics Committee of the American Institute of Real Estate Appraisers. I am a 1958 graduate of the University of Texas at Austin.

Five Post Oak Park, Suite 1670 MAI Houston, Texas 77027

During my 31 years in the appraisal profession, I have been extensively involved in preparing appraisals for eminent domain purposes. I have participated in several thousand appraisals for this purpose as well as testified in several hundred commissioners hearings and jury trials. I have qualified in County, State and Federal courts as an expert witness in the valuation of real estate and served as a special commissioner for four Harris County Civil Courts in eminent domain proceedings.

It is estimated that we can furnish appraisals on all 29 properties for a cost of $1,000 each or $24,000. This allows approximately ten hours per parcel to: make inspection; take pictures; research, confirm, inspect and analyze comparable sales; write the reports and prepare exhibits.

We appreciate your contacting us in this matter and hope that we can be of service to you.

Very truly yours,

Waldo S. Luedemann, Jr.

Waldo S. Luedemann, Jr., MAI-SRPA

WSLjr/dth/

Osenbaugh, Fox & Associates

Affiliate Of
Real Estate Counseling Group
Appraiser — Consultants

Charles L. Osenbaugh, MAI, SREA

John E. Fox, SRPA

February 21, 1990

Mr. Joe B. Allen
Vinson & Elkins
3300 First City Tower
1001 Fannin
Houston, Texas 77002-6760

Re: Appraisals of Right-of-Way Tracts along Stafford Run Watershed, identified as Tracts 20-27, 28a, 28b, 29-30, 34-43, 46, and 49.

Dear Mr. Allen:

At your request, we will be pleased to accept an assignment to appraise the above properties, identified in your letter dated January 30, 1990.

Our total fee to provide an appraisal on each property would be $16,500. The format used would have a site data, highest and best use, applicable approaches to value, comparable sales and analysis and a correlation. The fee is payable one-half at the time of your acceptance with the balance payable upon delivery of the reports. The reports would be available approximately eight weeks from the receipt of the retainer.

Each property will be inspected, photos taken, and values determined for the whole property, part taken, and remainder properties. The time involved for preparation and testimony when applicable will be on the basis of $200 per hour.

In order to begin the assignments, construction drawings would be needed on each property.

The appraisal will commence the date the retainer fee and all required documents are received. Although we must inspect the property, it is necessary that an important part of our work in making such appraisal must be performed in our office at the above address.

11111 Katy Freeway Suite 660 Houston, Texas 77079 713/932-0088 Fax 713/932-0947

Mr. Joe B. Allen
Vinson & Elkins

February 21, 1990
Page 2

Our report will contain our usual contingent and limiting conditions, which is attached. If you have any questions regarding this assignment, please call Mr. John Fox, SRPA.

It is understood that this assignment and the payment of our fee is not dependent or contingent upon any loan commitment, sale, trail outcome, receipt of funds by you, or any other condition or contingency.

So that we may proceed with the assignment, please indicate your acceptance by signing, dating and returning a copy of this letter, together with your check and the above stated requirements.

Thank you for your consideration and your business which is appreciated.

Very truly yours,

Charles L. Osenbaugh
MAI, SREA

/gs

Enclosure

Agreed and Accepted 2/28/90
Date
JON RUSSELL - PRESIDENT

7(a)

41 1099

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 12 day of MARCH, 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 _____.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION APPROVING 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 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 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 which are attached hereto as Exhibit "A", 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 12 day of MARCH, 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:\WP01FBFC\PURCHFRC.RES\1617CNDM.CC

EXHIBIT "A"

Tract Number	Owner	Purchase Price
Tract #17 0.821 acres	Oyster Bayou Development Corporation	$ 1,704.00

A:\WP01FBFC\PURCHPRC.RES\1617CNDM.CC

7(E)

41 1103

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 12 day of MARCH, 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 _____.

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: _____
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 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 February 28, 1990, 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 Associated Environmental Consultants, 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 Associated Environmental Consultants, 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 12 day of MARCH, 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:\WP05FBFC\COMM-CRT\RES\FAZ1-AEC.CC

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 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 12 day of MARCH, 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 12 day of MARCH, 1990.

DIANNE WILSON, County Clerk and
Ex-Officio Clerk of
Commissioners Court

By Elida Kosler

(SEAL)

A:\WP05FBFC\COMM-CRT\RES\FAZ1-AEC.CC

AEC ASSOCIATED ENVIRONMENTAL CONSULTANTS, INC.

February 26, 1990

Board of Directors
Ft. Bend Flood Control
Water Supply Corporation
c/o Melinda Butler
Vincent & Elkins
28th Floor, First City Tower
1001 Fannin
Houston, Texas 77002

Ref: Proposal to perform an environmental assessment on a 9.687 acre tract of land located in the David Bright League Abstract 13, Ft. Bend Co., Tx.
AEC No. P-90-112

Dear Ms. Butler:

In response to your request, Associated Environmental Consultants, Inc. (AEC), is pleased to present this proposal to perform an environmental assessment at the above referenced site.

OBJECTIVES

The specific objectives of the assessment are:

(1) to obtain information that can be used to characterize the historical and present utilization of the site;

(2) to characterize the current and previous uses of the site with regard to the existence of hazardous substances, as defined by the following environmental statutes:

* Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986;

* Toxic Substances Control Act;

* Resource Conservation and Recovery Act as amended by the Solid Waste Disposal Act Amendments of 1984;

* Corresponding state and local statutes.

These Acts and regulations pursuant to them are referred to hereafter as The Federal Regulations.

10701 Corporate Drive, Suite 215 • Stafford, Texas 77477 • (713) 240-3371 • Fax (713) 240-5009

(3) to address historical and existing land uses of nearby properties, as they relate to potential environmental impacts on the subject site;

(4) to assess the impact of such hazardous substances on the subject site or on the environment or target populations near the site;

SCOPE

A Phase I environmental assessment will be conducted to determine if historical or present uses of the site and nearby properties indicate that the site may be impacted by substances regulated by The Federal Regulations. The assessment may include limited sampling and analysis of hazardous substances or environmental media (e.g., soil, water) which may be contaminated with these substances if such substances or media are encountered during the site inspection.

The Phase I assessment will include an inspection for hazardous substances for the entire property. Subsurface and groundwater samples will not be collected unless we are directed to expand the scope of work.

The Phase I assessment will consist of the tasks shown on Attachment I.

COST

AEC will complete the above described scope-of-work for a fee of $2,000.00 as described in Attachment II. In the event Chemical analysis of substance and environmental media samples are deemed necessary they will be billed at cost plus 20 per cent for the analyses deemed necessary during the Phase I assessment. (Reference Attachment II).

Our invoices are due and payable upon receipt at 10701 Corporate Drive, Suite 215, Stafford, Texas 77477.

To assist in the assessment the owner or the owner's representative will agree to the following:

1. Provide a copy of any plans, specifications and geotechnical reports which may be available.

2. Provide copies of all environmental permits held by the facility.

3. Notify current owner of land, in advance of site inspection.

Associated Environmental Consultants, Inc. stands ready to begin this project as soon as you give us instructions to proceed. Associated Environmental Consultants, Inc. estimates that this project will take approximately 14 calendar days to complete. Associated Environmental Consultants, Inc. sincerely appreciates this opportunity to be of service to you.

Please consider this proposal to be confidential. We request that you not reproduce, copy, loan or transfer this proposal to another person, directly or indirectly, in whole or in part, nor use this proposal for any purpose other than that for which it is specifically provided, without the prior written consent of Associated Environmental Consultants, Inc.

Should the terms of this proposal be acceptable to you, please indicate so by signing in the space below and return one original of this proposal to us.

Sincerely,

Mike Flory

Mike Flory
Vice President

MF/lg

P-90-112

ACCEPTED AND AGREED

FORT BEND FLOOD CONTROL
WATER SUPPLY CORPORATION

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT I

SCOPE OF PHASE I SURVEY

1) Review of topography and geology/hydrogeology of the subject site and the surrounding area to identify underlying soils and any potential impact on nearby water systems.

2) Review of available geotechnical reports on investigations conducted at the site to obtain information on subsurface conditions.

3) Conduct a visual inspection of any building site, facilities, and the vicinity of the site for the purpose of identifying existing facilities, tenant activities, with particular interest in obtaining visible evidence of hazardous or potentially hazardous substances, violations of known permits or regulations, existing construction materials, friable asbestos containing materials, and PCB transformer areas.

4) Review of available aerial photography to identify historical utilization of the site and of adjacent properties which may include hazardous waste generating facilities.

5) Conduct a search of past titleholders of the parcel for the purpose of identifying possible firms involved in activities known or reported to include the generation, handling, or disposition of hazardous waste.

6) Review of regulatory agency records having jurisdiction in the area to obtain information concerning the usage, storage, treatment and disposal of hazardous substances at facilities existing within reasonable distance of the subject site.

ATTACHMENT II

COST SUMMARY:

1.	Phase I Survey (Items 1-6 Attachment I)	$2,000.00
	TOTAL	$2,000.00

NOTES:

1. Not included in item 1 above is the cost of samples and their analyses. Samples that may be required will be invoiced at cost plus 20%.

2. These cost figures DO NOT contain provisions for federal, state or local taxes, if applicable.

3. 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).

4. 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 attention and correctly shown on the plans furnished us, in connection with work performed by us.

5. Additional services required beyond the above outlined scope of services will be billed at the hourly rates noted below.

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.

6. In the event additional services are required, 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 10%.

STANDARD SITE ASSESSMENTS TERMS AND CONDITIONS

Associated Environmental Consultants, Inc. (AEC) is being engaged to render professional services involving hazardous materials and asbestos containing materials (ACM). AEC will be compensated largely on the basis of the time required in rendering these professional services--not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

AEC will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature under similar circumstances. AEC makes no other warranties or guarantees, expressed or implied.

During its prime, asbestos was used in over 3000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, AEC will direct its efforts at locating accessible friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.

Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, AEC will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.

AEC will not be liable for damage or injury arising from damage to subterranean structures which are not disclosed to AEC in writing in advance and are correctly shown on the plans furnished to AEC in conjunction with the work to be performed.

Owner represents and warrants that no condition exists in or around the area in which AEC will be performing the duties under the terms of this Agreement which could be dangerous to life or health of AEC's employees, contractors or any third party. Owner shall indemnify and hold AEC harmless against any and all claims by any person resulting from any act of AEC taken in reliance upon any information or instrument furnished to AEC by Owner, the information contained in which fails to disclose the condition resulting in such damage.

AEC's liability to CLIENT for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon AEC, AEC's liability will be limited to a sum not to exceed our fees.

CLIENT shall indemnify AEC against any claims or costs which exceed the limitation on AEC's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.

f) Adopt resolution ordering the relocation or adjustment of certain pipelines to implement flood control improvements to the Big Creek Watershed:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve resolution ordering the relocation or adjustment of certain pipelines to implement flood control improvements to the Big Creek Watershed as presented by Joe B. Allen, Vinson & Elkins. (Recorded in minutes in full)

g) Authorize preparation of plans and specifications for Phase 1 of the Big Creek Project:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered approve preparation of plans and specifications for Phase 1 of the Big Creek Project as presented by Joe B. Allen, Vinson & Elkins. (Recorded in minutes in full)

8. ACCEPT STREETS IN MISSION WEST SEC. 3, PCT. 3, INTO THE COUNTY ROAD MAINTENANCE SYSTEM:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve the following streets in Mission West Sec. 3, Pct. 3, into the county road maintenance system: (Recorded in minutes in full)

CANDELA COURT	209.27'
CANDELA DRIVE	1,528.46'
FELIZA LANE	135.00'
GAUCHO DRIVE	582.71'
LORO LINDA DRIVE	1,182.20'
PASTORIA DRIVE	1,009.22'
TOTAL	4,646.86

9. ACCEPT $115.06 FOR SEMINAR REIMBURSEMENT AND REBUDGET INTO PCT. 3 BUDGET, LINE ITEM 0701:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept $115.06 for seminar reimbursement and rebudget into Pct. 3 budget, line item 0701.

10. CONSIDER A QUIT CLAIM DEED FOR THE ABANDONMENT OF A PORTION OF LESTER ROAD IN EXCHANGE FOR DULLES AVE:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve quit claim deed for the abandonment of a portion of Lester Road in exchange for Dulles Ave. (Recorded in minutes in full)

11. APPOINT PCT. 1 COMMISSIONER AS AGENT TO ADVERTISE APPROXIMATELY 50 ACRES FOR A LEASE FOR FARMING:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to appoint Commissioner Bud O'Shieles, Pct. 1 as agent to advertise leasing approximately 50 acres for farming.

12. CONSIDER APPROVING BID SPECIFICATIONS FOR THE FOLLOWING: (1) COLLECTION OF E.M.S. DELINQUENT ACCOUNTS; (2) RENTAL WORK UNIFORMS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept bid specifications for collection of E.M.S. delinquent accounts as presented by John Hammett, Purchasing Agent.

7(F)

41 1114

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 12 day of MARCH, 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 _____.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE BIG CREEK WATERSHED

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 ORDERING THE RELOCATION OR ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT FLOOD CONTROL IMPROVEMENTS TO THE BIG CREEK WATERSHED

WHEREAS, there is a public necessity for flood control improvements to the Big Creek watershed, which is located in Fort Bend County, Texas; and

WHEREAS, Fort Bend County and Fort Bend County Drainage District, are implementing the Big Creek watershed drainage project (the "Project"); and

WHEREAS, the Project is essential to the health, safety, and welfare of residents of Fort Bend County, Texas; and

WHEREAS, the engineers for the Fort Bend County Drainage District have determined that certain existing pipelines will interfere with the Project so they must be relocated or adjusted to accommodate the Project; and

WHEREAS, the Commissioners Court now desires to order the relocation or adjustment of certain pipelines owned by Phillips Pipeline Company ("Phillips"), a Delaware corporation, to accommodate the Project; Now, Therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY THAT:

Section 1: The Commissioners Court hereby orders the portions of the pipelines owned by Phillips described in Exhibit "A" attached hereto and made a part hereof for all purposes, that interfere with the Project, to be relocated or adjusted in order to accommodate the Project, such relocation or adjustment to be accomplished at Phillips' cost within 120 days of the date of this Resolution.

Section 2: The Corporation and its consulting engineers, attorneys and agents are hereby authorized to take all necessary actions to facilitate the relocation or adjustment of the pipelines described in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 12 day of MARCH, 1990.

Jodie 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)

A:\WP05FBFC\COMM-CRT\PHILLIPS\RELOCAT.RES-2

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 ORDERING THE RELOCATION OR
ADJUSTMENT OF CERTAIN PIPELINES TO IMPLEMENT
FLOOD CONTROL IMPROVEMENTS TO THE BIG CREEK WATERSHED

adopted by said Commissioners Court at a meeting, open to the public, held on the 12 day of MARCH, 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.

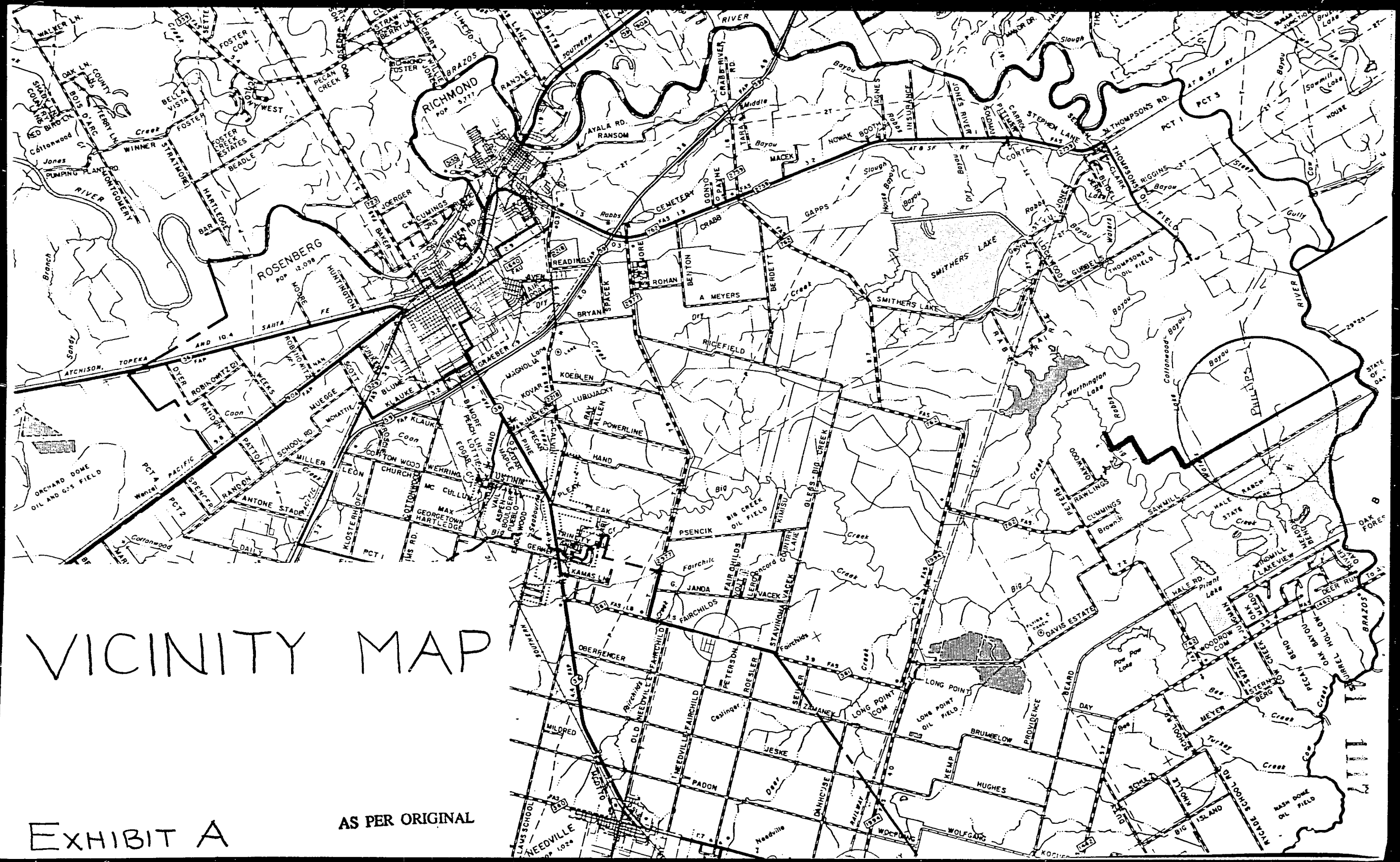
WITNESS MY HAND AND THE OFFICIAL SEAL OF SAID COURT, this 12 day of MARCH, 1990.

DIANNE WILSON, County Clerk and Ex-Officio Clerk of Commissioners Court

By Elida Kosler

(SEAL)

A:\WP05FBFC\COMM-CRT\PHILLIPS\RELOCAT.RES-3



VICINITY MAP

EXHIBIT A

AS PER ORIGINAL

AS PER ORIGINAL

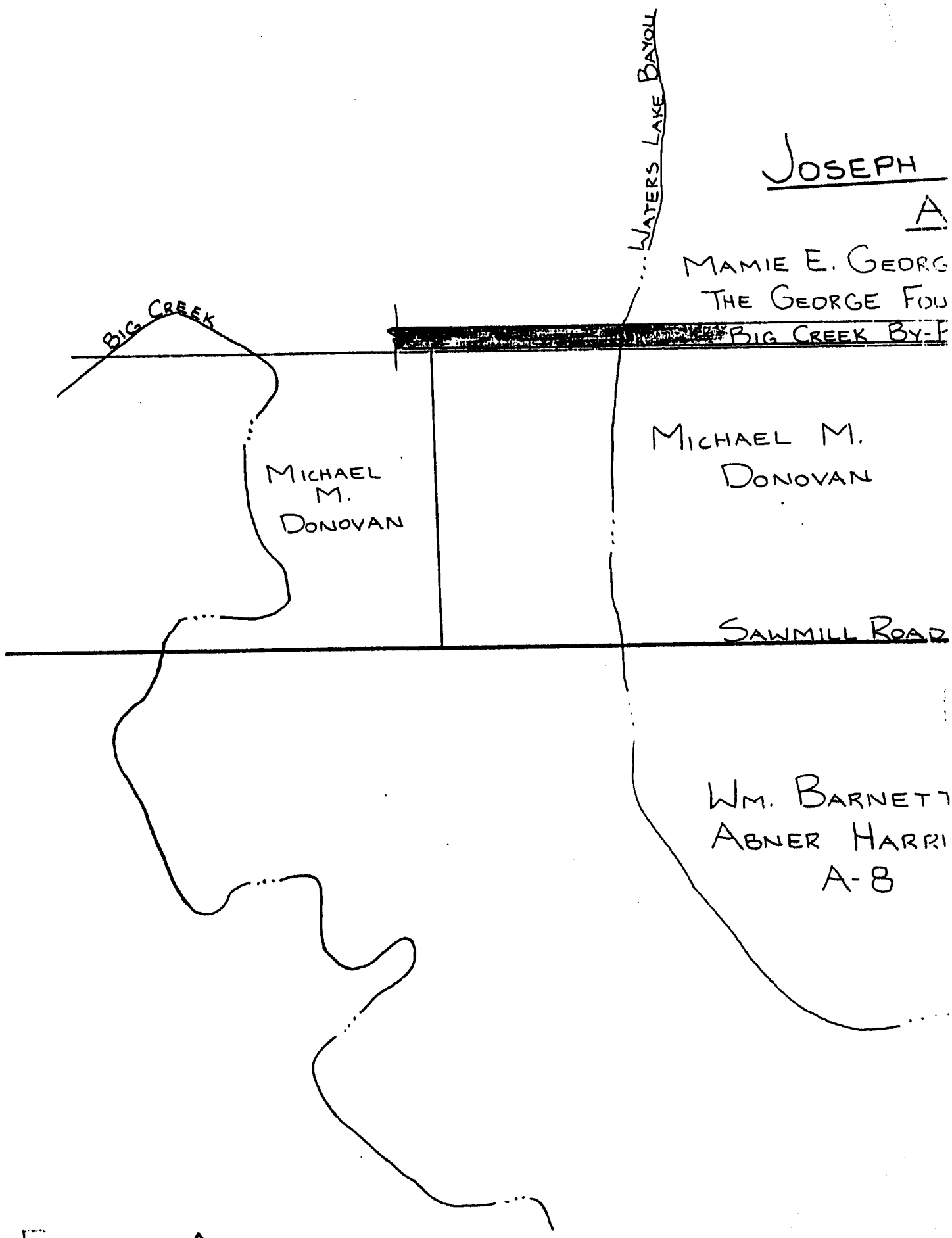
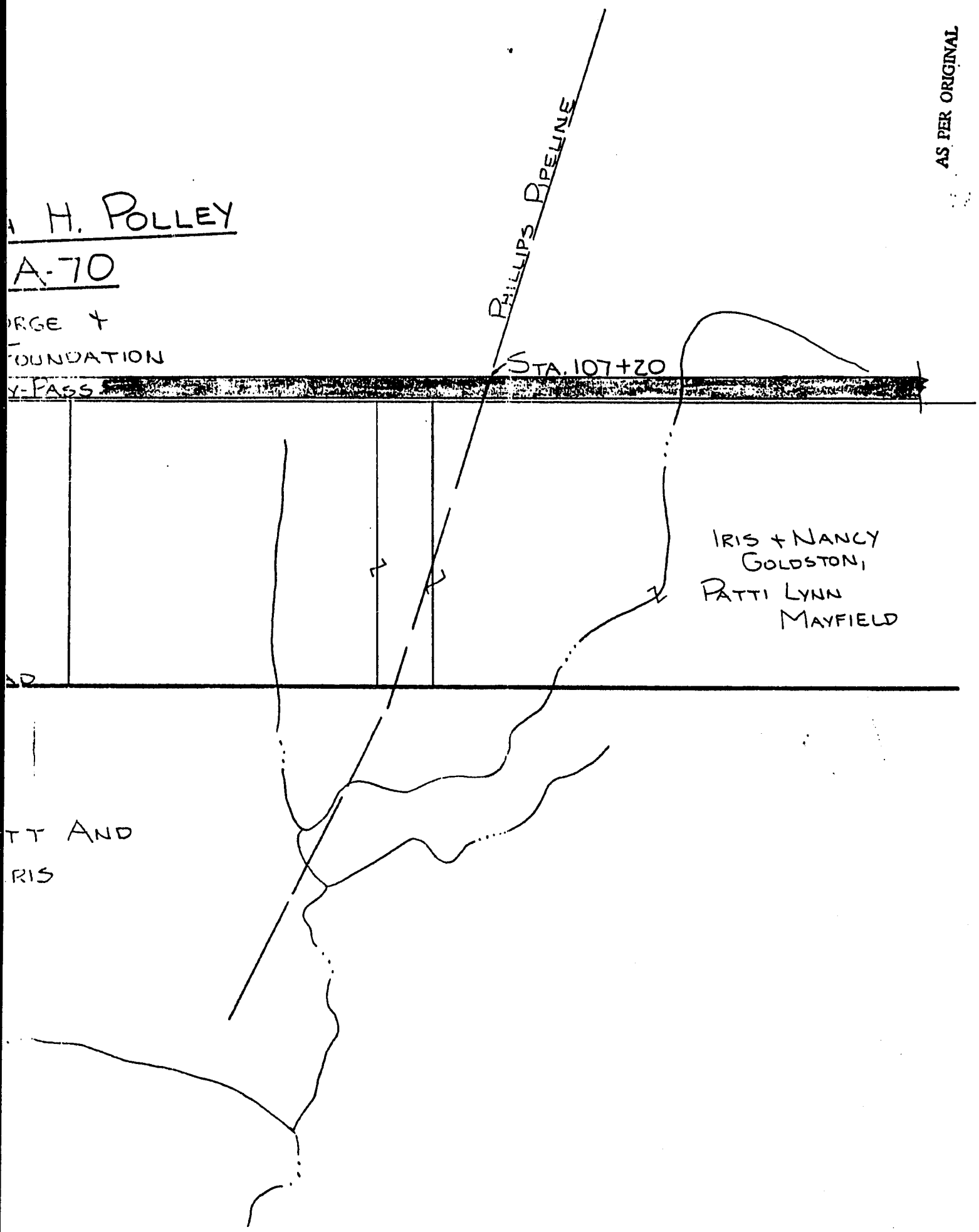


EXHIBIT A

AS PER ORIGINAL



FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

February 28, 1990

The Honorable Jodie E. Stavinoha
Fort Bend County Judge
Fort Bend County Courthouse
500 Jackson Street
Richmond, Texas 77469

Commissioner R. L. "Bud" O'Shieles
Fort Bend County Precinct 1
201 Payne Lane
Crabb, Texas 77469

Commissioner Ben Denham
Fort Bend County Precinct 2
2725 Highway 521
Fresno, Texas 77545

Commissioner Alton Pressley
Fort Bend County Precinct 3
1809 Eldridge Road
Sugar Land, Texas 77478

Commissioner Bob Lutts
Fort Bend County Precinct 4
8100 FM 359
Fulshear, Texas 77441

Re: Fort Bend Flood Control Water Supply Corporation
Request for Adoption of Resolutions Ordering the
Relocation or Adjustment of Certain Pipelines

Dear Judge and Commissioners:

As you are aware, Fort Bend County and Fort Bend County Drainage District are implementing the Big Creek watershed drainage project (the "Project"). The engineers for the Fort Bend County Drainage District have determined that certain existing pipelines will interfere with the Project, so these pipelines must be relocated or adjusted in order to accommodate the Project.

The Board of Directors of the Corporation hereby requests that you order the relocation or adjustment of the pipelines at the pipeline companies' cost, by adopting the three (3) enclosed resolutions at your next Commissioners Court meeting on March 5, 1990. We have previously forwarded the resolutions to Larry Wagenbach for review.

If you have any questions regarding the relocation, please contact Greg Schmidt of the Fort Bend County Drainage District at 342-2863. If you have any questions regarding the legal aspects of the resolutions, please contact Joe B. Allen of Vinson & Elkins at 651-2674.

Very truly yours,

Don L. Russell
President, Board of Directors

782:3856
c:\floater\russell.ltr

Enclosures

cc: Mr. Larry Wagenbach (w/encl.)

41 1122 #8

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

March 6, 1990

Commissioner Alton B. Pressley
Fort Bend County Precinct 3
1809 Eldridge Road
Sugar Land, TX 77478

Re: Street Names & Lengths - Mission West, Section 3

Dear Commissioner Pressley:

Please find the following list of the names and respective lengths of concrete streets located within Mission West, Section 3.

Candela Court	209.27'
Candela Drive	1,528.46'
Feliza Lane	135.00'
Gaucho Drive	582.71'
Loro Linda Drive	1,182.20'
Pastoria Drive	1,009.22'

4,644.86'

Should you need additional information, please do not hesitate to call me.

Sincerely,

Charles G. Crocker

Charles Glen Crocker
Assistant County Engineer

CGC/mk

cc: file

41 8 1123

NU SOUTH PROPERTIES, INC.

7676 Woodway
Suite 238
Houston, Texas 77063
(713) 784-6102
Fax (713) 784-0137

RECEIVED MAR 0 5 1990

February 28, 1990

Commissioner Alton B. Pressley
Fort Bend County - Precinct 3
1809 Eldridge Road
Sugar Land, Texas 77478

RE: Mission West, Section Three
Fort Bend County, Texas

Dear Commissioner Pressley:

We have been advised by the County Engineering Department of Fort Bend to make a formal request to you to have the streets in the above subdivision accepted by the County.

As early as 1983 upon receiving the punch list prepared by Mr. Blaine Kennebrew, Mr. Arthur Van de Groot in our office instructed CGS Engineering Company (now defunct), Gemcraft Homes, Inc. (now defunct) and the Navatex Construction Company (also defunct) to correct the items listed by Fort Bend County Engineers. Shortly after the meeting, the improvements were carried out by the parties involved.

When the corrections were completed, Mr. Van de Groot contacted Mr. Kennebrew to inspect the subdivision and have the streets accepted by the County. Mr. Kennebrew advised Mr. Van de Groot that he would accept the site and if he did not hear from him, the County will go ahead and accept the streets. As of today, we have neither heard nor received any correspondence from Mr. Kennebrew.

We would very much appreciate your attention to this matter. Please do not hestitate to call upon us if there should be any questions.

Yours very truly,

Clinton F. Wong

CFW:cm

10

41 1124

REGENCY TITLE COMPANY

2200 Post Oak Blvd., Suite 100
Houston, Texas 77056
(713) 850-1700

February 23, 1990

Mr. Larry D. Wagenbach,
Assistant District Attorney
County Courthouse
Richmond, Texas 77469

In re: Old Lester Road

Dear Mr. Wagenbach:

Confirming our conversation of this date, enclosed please find the original Quit Claim Deed from County of Fort Bend to the present record owner of the property.

I understand you will have this put on the agenda for Monday week and in due course return to us the duly executed Quit Claim Deed.

Your assistance is greatly appreciated.

Yours truly,

John D. Tamburello

JDT/ms
enclosure

CC: Mr. Bill Cleveland
Chicago Title Insurance Company

RECEIVED 2-26-90

AGENT FOR:
STEWART TITLE GUARANTY COMPANY
TRANSAMERICA TITLE INSURANCE COMPANY
TITLE INSURANCE COMPANY OF MINNESOTA

#10 2195 484

9012080

QUIT-CLAIM DEED

41 1125

The State of Texas, } **Know All Men by These Presents:**

County of FORT BEND

That COUNTY OF FORT BEND, a body politic, acting by and through its duly authorized officer, hereinafter referred to as Grantor,

of the County of Fort Bend and State of Texas, for and in consideration of

the sum of TEN and no/100 ----------($10.00)---------- DOLLARS

to it in hand paid by BAKER PLANTATION COLONY, INC., a Texas Corporation, hereinafter referred to as Grantee
of the County of Fort Bend and State of Texas, the receipt of which

is hereby acknowledged, does, by these presents BARGAIN, SELL, RELEASE, AND FOREVER

QUIT CLAIM unto the said Grantee, its successors

~~XXXX~~ and assigns, all its right, title and interest in and to that certain tract or

parcel of land lying in the County of Fort Bend, State of Texas, described as follows, to-wit:

SEE ATTACHED

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges

and appurtenances thereto in any manner belonging unto the said Grantee, its successors

~~XXXX~~ and assigns forever, so that neither the said Grantor

nor its successors ~~XXXX~~ nor any person or persons claiming under it shall, at any time hereafter, have, claim, or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

WITNESS our hand at Richmond, Texas this 12

day of March, 1990.

COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
Name: Jodie E. Stavinoha
Title: County Judge
Date: 3/12/90

ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

Return to Eula

2195 485

41 1126

THE STATE OF TEXAS,
County of

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of

(L.S.)

Notary Public in and for County, Texas.

THE STATE OF TEXAS,
County of

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of

(L.S.)

Notary Public in and for County, Texas.

THE STATE OF TEXAS,
County of

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of

(L.S.)

Notary Public in and for County, Texas.

THE STATE OF TEXAS,
COUNTY OF FORT BEND

CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jodie E. Stavinoha, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said County of Fort Bend and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of March, 1990.

(L.S.)

Sharon A. Chapman

My commission expires: 6-4-91

Notary Public in and for THE STATE OF Texas.

NOTARY PUBLIC STATE OF TEXAS

SHARON A. CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-4-91

AS PER ORIGINAL

1899 1149

2195 486

00069

AS PER ORIGINAL

41 1127

0032

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

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

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

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

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

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

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

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

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

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

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

1899 1150

2195 487 00070

0032

15.020 Acres

AS PER ORIGINAL

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

41 1128

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

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

1. North 02° 19' 25" West, 3448.80 feet to a point for corner;

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

3. North 02° 24' 50" West, 1525.15 feet to the POINT OF BEGINNING and containing 15.020 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

FILED

'86 NOV 24 A8:56

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND

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

NOV 26 1986

COUNTY COURT OF FORT BEND COUNTY TEXAS

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

FILED

'90 MAR 14 A11:30

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

STATE OF TEXAS COUNTY OF FORT BEND

I, hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Records of Fort Bend County, Texas as stamped by me.

MAR 16 1990

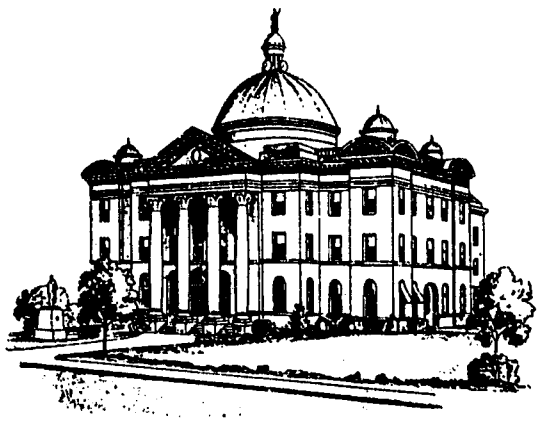
COUNTY COURT OF FORT BEND COUNTY TEXAS

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

12

41 1129

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

March 6, 1990

Each Member
Commissioner's Court
Fort Bend County, Texas

Subject: Bid Invitation for EMS Delinquent Accounts.

Gentlemen,

On March 12th we plan to ask the Court to approve the bid specifications for the Collection of EMS Delinquent Accounts. Attached for your review is an advanced copy of the bid specs.

If you have any question please call me.

Thank you,

Gilbert D. Jalomo, Jr.

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

DRAFT 41 1130

INVITATION FOR BIDS
CONTRACT FOR COLLECTION SERVICES ON DELINQUENT ACCOUNTS FOR THE
FORT BEND COUNTY EMERGENCY MEDICAL SERVICE
CONTRACT EXPIRES: 31 DECEMBER 1990 (RENEWABLE)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
	90-018		1	8

Sealed bids, subject to the Terms and Conditions of this Invitation For Bids, for collection services on delinquent accounts for the Fort Bend County Emergency Medical Service, as described in 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, _____, 1990 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. 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.

LEGAL NAME OF CONTRACTING COMPANY

CONTACT PERSON'S TYPED NAME | TITLE | PHONE NUMBER

COMPLETE MAILING ADDRESS | CITY AND STATE | ZIP CODE

COMPLETE STREET ADDRESS | CITY AND STATE | ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE 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:

DATE

SIGNER'S TYPED NAME | TITLE | PHONE NUMBER

ACCEPTED: _____ _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS | DATE

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
	90-018		2	8

A. SCOPE:

Fort Bend County is soliciting bids for the services of an outside party to collect delinquent accounts for the Fort Bend County Emergency Medical Service.

B. GENERAL:

1. In the following, Fort Bend County will be referred to as "County" and the collector as "Contractor".

2. Responsibilities:

   The Contractor shall be in conformance with the general and specific requirements as set forth in this invitation for bids. All personnel, materials, services, and facilities necessary to perform the required service must be furnished by the Contractor.

3. Period of contract:

   This contract will be for the period ending 31 December 1990, beginning with the date of bid award. The County reserves the right to renew this contract for an additional one year period (1 January 1991 thru 31 December 1991), at the same terms and conditions.

4. Contract cancellation:

   a. This contract may be cancelled by either party, without penalty, with thirty (30) days written notice of cancellation.

   b. Fort Bend County may review the collections by and the performance of the contractor and reserves the right to cancel this contract at any time it feels it is in the best interest of the County.

5. Estimated volume:

   Fort Bend County estimates that a minimum of $300,000 will be placed with the collection agency for the upcoming contract period.

INITIALS OF BIDDER (IN INK):_____ DATE:_____

6. Bid price:

Bid price will be percentage of actual collections. Contractor will collect deliquent amounts and deposit 100% of the amount collected with the Fort Bend County Treasurer. Contractor will then invoice the County for the percentage owed for services rendered. Invoices will be submitted to the Fort Bend County Emergency Medical Service on a monthly basis. A statement of each collection showing date collected, debtor's name, debtor's account number, amount collected, fee due Contractor and balance now due on the account must be furnished when depositing monies and a copy of such report must accompany each invoice submitted for payment. A sample of Contractors statement must accompany bid. The County reserves the right to confirm the accuracy of all payment information furnished by the contractor by contacting the debtor directly.

C. **REQUIREMENTS:**

1. Accounts, Audit and Records:

   a. The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices reflecting all work done by contractor under this contract.

   b. The Contractor shall make available to the County all records pertaining to the collection of delinquent accounts immediately upon request, during the period of this contract, and for seven (7) years from the date of termination settlement.

   c. The Contractor shall provide the County access, with or without prior notification, to any facilities where any portion of Contractor's work is being performed under this contract.

2. Collection responsibilities:

   a. It shall be the responsibility of the Contractor, using all reasonable, legal and ethical methods, to collect delinquent accounts for Fort Bend County.

   b. In the process of collecting delinquent accounts, the Contractor shall:

      (1). Settle disputed delinquent accounts only with the concurrence of the County.

      (2). Identify, file and follow-up on any possible third party payments including private insurance companies.

(3). Determine and return to the County, delinquent accounts which cannot be collected except through suit. The Contractor shall provide a serviceable address and any other information that will be helpful to the County in filing a suit. The Contractor will be notified of any payments collected and the normal collection fee shall be paid to the contractor. If suit is required collection fee will be limited to 50% of the normal fee.

3. Files and Records:

The Contractor shall maintain a file on each delinquent account containing a record of any and all phone calls, letters, and any other contacts made with the debtor or third party regarding the delinquent account(s).

4. Collection Activity:

The Contractor shall, upon receipt of any delinquent account from the County, promptly undertake to collect such account through all ethical and lawful means and must take action on all accounts, large or small. The Contractor shall comply with all laws of the United States, the State of Texas, Fort Bend County and other laws, ordinances, rules and regulations which may be applicable to performance of services under these specifications.

5. Collection Techniques:

The Contractor shall NOT utilize any collection techniques which would embarrass the County. Representative samples of the Contractors standard collection notices must be submitted with the bid. The Contractor shall advise the County of its collection techniques and the County reserves the right to consult the Contractor in regard to modifying or changing such techniques.

6. Recalled Accounts:

The Contractor shall suspend collection efforts on any delinquent account upon written notice from the County and the County may recall any account from the Contractor, at no cost to the County.

7. Disputes:

   In the event that a debtor disputes any amount of the balance due on account provided by the County to the Contractor, the Contractor shall notify the County in writing of such dispute and discontinue any collection activity on the disputed amount. The Contractor shall not resume collection efforts on the disputed amount until directed in writing by the County to do so.

8. Settlement:

   No offer of compromise or settlement will be accepted by the Contractor on any delinquent account without the express written authorization from the County. The Contractor shall not, however, be prevented from accepting partial or installment payments on an account, provided that it does so without prejudice to the right of collection of the remaining balance due on the account.

9. Suit:

   The Contractor shall not be authorized to initiate legal action on behalf of the County. The Contractor shall identify any delinquent account that cannot be collected through normal collection techniques and that, in the Contractor's view, would be collected through suit. The Contractor will be notified by the County of any monies collected through suit and Contractor's fee, which may be included on Contractors next invoice. The decision to sue is solely that of the County and will incur no obligation to Contractor should it decide to not take legal action on any or all accounts.

10. Returning of Accounts:

    The Contractor shall return to the County delinquent accounts which have had no payment activity for 180 days from the date of referral or for 180 days from the date of the last payment made on the account. Any payments collected by Contractor on accounts returned by Contractor to the County will be forwarded without charge to the County. Contractor may continue collection efforts on accounts being worked for 180 days after ending date of contract unless contract is cancelled for cause.

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
	90-018		6	8

D. SPECIAL REQUIREMENTS:

1. Indemnification:

a. The Contractor hereby assumes all risk of and responsibility for, and agrees to indemnify and hold harmless the County from and against any and all claims, demands, suits, actions, recoveries, judgements and costs and expenses in connection with, made, brought, or obtained on account of loss of life, property or damage connected with said work or performance or failure to perform under this contract.

b. The Contractor shall maintain insurance in force during the period of performance of the contract and for a period of 120 days after the expiration of the contract and any renewal thereof. The insurance required is as follows:

*(1). Workmen's Compensation Insurance - as required by the laws of the State of Texas and any applicable Federal Laws.

*(2). Bodily Injury Liability Insurance - with the limits of not less than $100,000 for each occurrence for bodily injury.

*(3). Property Damage Liability Insurance - with a limit of not less than $50,000 per occurrence.

*(4). Automobile Bodily Injury Liability Insurance - with limits of not less than $100,000 for each person and $200,000 for each accident and automobile property damage liability insurance with a limit of not less than $10,000 for each accident.

(5). The Contractor shall protect the County against failure to reimburse monies collected and due the County with a $5,000 bond covering each of the contractor's employees. Such bond to be deliverd to Fort Bend County within ten (10) working days after award of contract.

*(6). The Contractor shall protect the County against all claims and demands against the County arising out of the collections activities of the contractor and its employees with a $500,000 contractual liability insurance policy covering such demands and claims including but not limited to those claims for physical injury and property damage, defamation, invasion of privacy, and violation of civil rights.

*PROOF OF INSURANCE MUST BE SUBMITTED WITH BID.

INITIALS OF BIDDER (IN INK):_____ DATE:_____

(7). The effective dates for the required policies of insurance shall be for the terms of this contract and its renewal plus 120 days thereafter.

2. References:

In order to demonstrate to the Fort Bend County Commissioners Court that the contractor is responsible the Contractor must have satisfactorily performed services of a similar nature to those required by these specifications. The names, addresses, and phone numbers of each reference must be submitted with bid.

3. Resources:

The Contractor shall not be permitted to forward any delinquent account for collection services to any other corporation or company which is not a fully-owned subsidiary of the Contractor or a person who is not an employee of the Contractor.

4. Membership in American Collectors Association:

The Contractor shall be a member in good standing of the American Collectors Association and utilize collection techniques which are consistent with the code of ethics and standards adopted by said association.

5. Computer Capability:

The Contractor must lease, own or have access to computer facilities to be able to provide the following services and must submit with bid sample reports for items "b" thru "d" below:

a. Accept and process all of the County's delinqulent accounts on magnetic tape in the format provided by the County.

b. Computerized invoices on a monthly basis.

c. Computerized report showing status of all accounts being handled by the Contractor. This report should indicate the debtor's name, account number, date assigned, balance assigned, balance outstanding and status of account.

d. Computerized acknowledgement of all accounts placed and processed by the Contractor. This acknowledgement should indicate the debtor's name, account number, date assigned, balance assigned, and total number of accounts and balances assigned.

e. Maintain computer capability of matching separate delinquent accounts owed to the County by the same debtor.

E. ABILITY TO HANDLE WORK:

1. The Contractor must demonstrate his ability, and show the techniques used, to process and work accounts requiring Contractor to:

   a. Handle the non-English speaking population of the County (include names of bilingual collectors, how long they have been employed by contractor, languages they speak, and how long they have been collectors).

   b. File third party claims, including Medicare, CHAMPUS, etc.

BIDDER COMPLETE THE FOLLOWING:

BID PRICE EXPRESSED AT _____% OF ACTUAL MONIES COLLECTED.

Is proof of insurance as attached?	[_] YES	[_] NO
Are references attached?	[_] YES	[_] NO
Are sample reports and statements attached?	[_] YES	[_] NO

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone approving bid specifications for rental of work uniforms.

13. CONSIDER INDIGENT HEALTH CARE BILLING PROPOSALS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to reject all proposals and continue with the current system.

14. CONSIDER ADVERTISING FOR BIDS FOR THE FOLLOWING: (1) 12-PASSENGER VAN FOR SOCIAL SERVICES DEPT. (2) UTILITY VEHICLE (S); (3) CONSTRUCTION OF PITTS RD. AT NEW SCHOOL, PCT. 4:

Advertise for 12-passenger van for Social Services Dept:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone until a later date.

Advertise for utility vehicle(s):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to advertise for one utility vehicle for Building Maintenance.

Advertise for construction of Pitts Rd. at new school, Pct. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for construction of Pitts Rd. at new school, Pct. 4.

15. MR. N.D. ANDERSON, RE: REQUEST TO ADD ROAD, LEADING WEST FROM WINNER-FOSTER RD. TO THE ANDERSON FARM, TO THE COUNTY ROAD LIST AND RESUME MAINTENANCE OF SAME:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is confirmed that Briscoe Rd. (from Winner-Foster Rd. to Anderson farm) will remain in the county maintenance road system according to Commissioner Court minutes of November 1905, page 516-530 and authorize County Engineer and Drainage District to survey the road and bridge. (Recorded in minutes in full)

16. CONSIDER APPROVAL OF PAUL T. HAMILTON AS RESERVE DEPUTY, ALONG WITH BOND & OATH, PCT. 2, CONSTABLE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve Paul T. Hamilton as reserve deputy, along with bond & oath, Pct. 2, Constable. (Recorded in minutes in full)

17. CONSIDER RENEWAL OF E.M.S. MEDICAL DIRECTOR CONTRACT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to renew E.M.S. Medical Director contract. (Recorded in minutes in full)

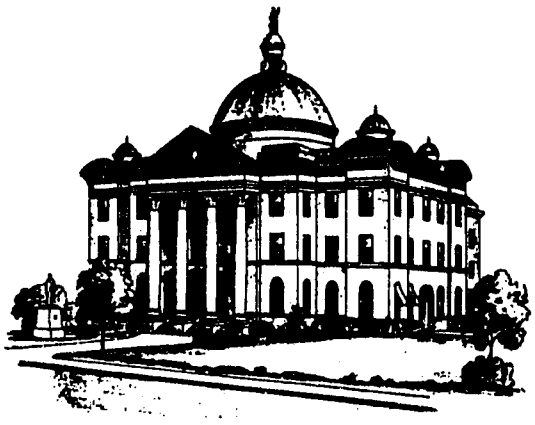
18. CONSIDER APPLICATION FROM S.G.& R. CONSTRUCTION CO. TO CONSTRUCT STORM SEWER & WATER LINES UNDER PEEK RD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from S.G.& R. Construction Co. to construct storm sewer & water lines under

AGENDA ITEM
14

41 1139

HOPIE SOLOMON
DIRECTOR



WELFARE DEPARTMENT
P.O. BOX 368
342-3411 ext. 560

COUNTY OF FORT BEND

RICHMOND, TEXAS
77469

07 March 1990

TO: Judge Jodie Stavinoha
County Commissioners

FROM: Hopie Solomon, ASWA

RE: Unit IC4

Enclosed is a copy of the letter I received from Vehicle Mantenance regarding replacement of the 12 passenger van we have.

I have requested this matter to be placed on the agenda for March 12, 1990 at which time I will request your authorization to seek bids as well as funds to purchase this van.

Your consideration regarding this matter is greatly appreciated.

Sincerely,

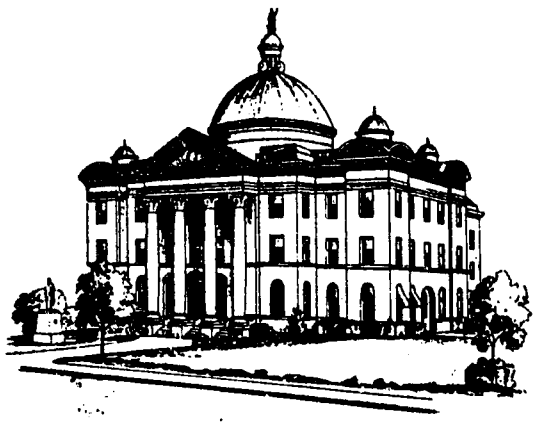
Hopie Solomon, ASWA

HJS/efm

Enclosure

RECEIVED
MAR 7 1990
COUNTY JUDGE

VEHICLE MAINTENANCE DEPARTMENT
P.O. Box 971
Richmond, Texas 77469
(713) 342-6134



STATE OF TEXAS COUNTY OF FORT BEND

TO: Hopie Solomon

FROM: Sid McArthur

Re: Unit IC4

Date: 2-28-90

The time has come to replace unit IC4 a 1984 Ford E150 (1FTDE15Y4EHC09225). Our records show the mileage to be 150,931. This 15 passenger van has given you over 5 years of service, however, during the last service we took a close look at this truck and found the following problems:

The six cylinder engine , original, is starting to foul plugs on a regular basis indicating worn piston rings and valve guides. This repair will run approximately $1,200.00.

The front suspension is worn making the steering less responsive. No one particular part is below specifications but the "slack" is a result of a combination of all the pieces front and rear. The cost of this repair will run approximately $585.00.

The floor pan in the passenger compartment has corroded leaving holes near the engine compartment and the seats rock excessively due to the thin metal under them. These parts are not serviced by Ford Motor Company.

The dependability of this vehicle was excellent and I would advise purchasing another one very similar again. I would like to offer my assistance in writing the specifications for you next truck. If you have any questions please call.

41 16 ~~1141~~

January 31, 1990

TO: Constable Breeding.
Constable Pct. # 2

FROM: Bill Thomas.
Personnel Analyst

SUBJECT: Personnel Approvals on Reserves Deputy Applicants

Background employment and driving record checks have been done on the following individuals who are requested for reserve positions in your office. We have no problem with these if you wish to recommend Commissioner's Court place them in a Reserves Deputy Position with your office. They are as follows:

Jeffery Dean Argo
Paul Thomas Hamilton
Lawrence Ozaine, Jr.
Gilbert Kleet Thompson

Several other applicants are in process with Personnel, and a disposition will be forthcoming as soon as several of our concerns are investigated.

cc: Commissioner's Court Members
Honorable Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Personnel Director, Richard Selleh

Bill Thomas

DIANE WILSON

MAR 08 RECD

c:anderson.let(2)

15

41 1142

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

RECEIVED
MAR 8 1990
COUNTY JUDGE

March 6, 1990

The Honorable Jodie E. Stavinoha, County Judge
and County Commissioners
Fort Bend County, Texas

RE: Road to Anderson Farm in Precinct No. 3

Bisco Rd
approved

Gentlemen:

Reference is made to Item 7 of Commissioners' Court Agenda of March 5, 1990 concerning the above stated matter.

<u>General Discussion</u>

Minutes of August 1905 Term of Commissioners Court have been provided by Mr. Andy Anderson, stating, that the above stated road was accepted into the County Road System. There is no other documents that state that this order has ever been revoked.

Article 6702-1, Vernon's Texas Civil Statute, County Road and Bridge Act provides in part as follows:

> Section 2.002(a) The Commissioners Court <u>shall</u>:
>
> (1) order that public roads be laid out, opened, discontinued, closed, abandoned, vacated or altered except that:
>
> (a) a public road may not be discontinued until a new road designated by the commissioners court as a replacement road is ready to replace it;
>
> (b) a public road may not be closed, abandoned, and vacated, nor may it be altered except to shorten the distance from end to end, unless the action to be taken be by unanimous vote of all elected commissioners; and

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

> (c) an entire first-class or second-class road may not be discontinued, closed or abandoned except on vacation or non-use for a period of three years....

Mr. Anderson stated that Fort Bend County maintained this road until the early 1980's at which time maintenance was discontinued. No records of Commissioners Court have been furnished this office that substantiate that Commissioners Court (by unanimous vote) authorized the closing, abandoning or vacating of Anderson Road. This office is of the opinion that based upon the documentation furnished, Anderson Road is part of the County Road System.

Effect of Omitting From Road Logs

There is some documentation that the road in question was omitted from the 1940 and subsequent road logs. However, there is evidence that the County maintained the road for several years prior to discontinuing the maintenance.

This office is of the opinion that the informal action of creating a road log will not constitute action necessary to discontinue a road under the above quoted statute. To void a previous order of Commissioners Court, the same must be voided in "kind", i.e., by a formal order duly noted in the minutes of the Court.

Liability for Non-Performance

At the March 5th hearing there was much discussion about a certain bridge on Anderson road which is below County specifications. This office has heretofore written opinions that bridges on County roads are part of the road system and not the drainage system. This office is of the opinion that documentation shows Anderson Road to be a County road and the bridge(s), therefore, on the said road are likewise part of the road system.

Since this matter has been brought to the Commissioners Court attention by Mr. Anderson, the failure of the County to maintain the road and bridge(s) places all concerned on notice of potential hazards and dangers. The refusal or failure to act on such notice could (and probably does) create a potential for future litigation in the event someone is injured or killed traveling the road.

Conclusion

This office can only render legal opinions based upon facts presented, as applied to existing Texas laws. The facts in this case clearly shows that a very old formally accepted road by Fort Bend County Commissioners Court is not being maintained by the County. While there may be several good reasons why the road should not be maintained, a previous Commissioners Court has rendered its orders and all Commissioners Courts thereafter are duty bound to follow such orders, until such time as the order is properly amended or rescinded.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:rg:2412

cc: Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick
County Engineer Ron D. Drachenberg

Regular August Term 1905

Amount balance to Credit of Road & Bridge Fund as per last report $1385.57
Amount received during the Quarter 315.95
Total Cr as shown by Current report 8704.52
Amt paid out & disbursed during the Quarter 4258.29
Leaving & showing to Credit of said R&B Fund on Aug 15-05 a balance of $ 4446.23
Amount balance to Credit of the General fund as per last report $828.705
Amount received during Quarter 1838.10
Total Cr as shown by Current report 8467.15
Amt paid out & disbursed during the quarter 3579.72
Leaving & showing to Credit of said General fund on Aug 15-05 a balance of $ 4887.43
Amount balance to Credit of the River Bridge bonds fund as per last report $ 94.63
Amount received during the quarter
Total Cr as shown by current report 94.63
Amount paid out & disbursed during quarter
Leaving & showing to Credit of said R.B.B. fund on Aug 15-05 a balance of $ 94.63
Amount balance to Credit of the Court House Bond Fund as per last report $ 6472.36
Amt received during the quarter
Total Cr as shown by Current report 6472.36
Amt paid out & disbursed during the quarter 6222.89
Leaving and showing to Credit of said Court House bond fund on Aug 15-05 a balance of $ 249.47
Amount balance to Credit of the Jail Repair Bond Fund as per last report $5856.48
Amount received during the quarter 234.58
Total Cr as shown by Current report 6091.06
Amount paid out & disbursed during the quarter 6091.06
Leaving & showing to Credit of said Jail repair bond fund on Aug 15-05 a balance of $
Amount balance to Credit of the School Fund as per last report $4929.59
Amt received during Quarter
Total Cr as shown by Current report 4929.59
Amt paid out & disbursed during quarter 1914.29
Leaving & showing a balance to Credit of said School fund on Aug 15-05 a balance of $ 3015.30
Amt balance to Credit of Stenographers fund as per last report $10.75
Amt received during quarter 39.00
Total Cr as shown by Current report 49.75
Amt paid out & disbursed during quarter 97
Leaving & showing to Credit of said Stenographers fund on Aug 15-05 a balance of $ 48.78
And that said amounts here received & 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, & that the said separate amounts as herein 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

Report of Auditor of Jno. Brooks & co with Lead Auditor, etc. Clau that

Report of Auditor Meyer J.P. Aug. Bra

Report of Auditor Treasurer of Co 3rd Ward bet dep Orig

Swellain J.C. Legal appointe Road

Sure Aug Gain J.A. other Damour

Application Aug J.C. Burton Eq for pension

Sure Election in School Dist. Benj. Co

AS PER ORIGINAL

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Regular August Term 1905

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 Treasurer in accordance with this order.

23 Witness our hands this 15th day of August A.D. 1905

D. R. Pearson County Judge
J. R. Farmer Commissioner Precinct No 1
R. B. Marshall Commissioner Precinct No 2
W. T. Bertrand Commissioner Precinct No 3
E. M. Huggins Commissioner Precinct No 4

887 43 In re Report of Jno Goodchild on Wm Leach survey — August 15th 05 The Court being under the impression when it appointed this Jury of View that the road should be established without cost to the County and it appearing that Claims have been made against the County. It is ordered that action on the report be continued until releases from all land owners are filed with said report for all damages incident to the establishment of said road

63

Report of H Meyer J.P. — August 15-05 Report examined and approved & entered ordered accordingly

19 47

Report of Treasurer of Ind School Dist — August 15th 1905 No Vouchers from Rosenberg Independent School District being filed with this Court, action is deferred & Clerk is directed to notify said District to file original Vouchers here

In re Claim J C Mitchell for Land apportioned for Public Road — August 15 190 J. C. Mitchell

5 30

In re Claim J A Danover — August 15th 1905 Claim for land apportioned by Public road over land in Jno McKnight survey Claimed by J A Danover is rejected.

Application J C Burton for Pension — August 15 1905 It is ordered that said application be approved

In re Election Local option in School District No Six Fort Bend Co — August 15th 1905 The Commissioners Court on its own motion does hereby order an election to be held at White School house at Needville

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Regular August Term 1905

Fort Bend County, Texas, on September 9th 1905 of all qualified electors in School District No six of Fort Bend County Texas to determine whether or not the Sale of intoxicating liquors should be prohibited within the limits of said School District which has these Metes and bounds: Begin at N Cor Sect 23 H & T C R Co thence S 45 E to east Cor Sect 23 H & T. C. R Co thence N 45 E to east Cor Sect 25 H. T. C. R Co thence S 45 E to South Cor Sect 48 H. T. C. R. Co thence N 45 E to east Cor Sect 47 H. T. C. R. Co. thence N. 45 W. to West Cor Sect 46 H. T. C. R. Co. thence N. 45 E. to North Cor Sect 46 H. T. C. R Co thence S. 45 E. to South Cor Sect 54 H. T. C. R. Co thence N 45 E to East Cor Sect 55 H. T. C R Co. thence N. 45 W. to East Cor Sect 67 H. T. C. R. Co. thence S 45 to West Cor Sect 25 H. T. C. R Co. the place of beginning.

And Henry Banker & Amy Bade are hereby appointed Judges to conduct said Election and Banker is hereby made presiding Judge thereof.

Report of J E Hibbard Butcher — Aug 16th 1905 Report rejected because not accompanied by Bills of Sales. Clerk will notify said Hibbard of this order

In re Stationary for County Officers — It is ordered that no stationary or blanks be purchased by Fort Bend Co to any County Officer other than those named in Art 2475 and all orders in conflict with this order are hereby repealed and set aside

In re part Whitehead and Katy Road — The Court deeming it necessary, does of its own motion hereby appoint the following Jury of Views to wit: J. S Morris, H K Newson, Peter Black, Jno Stewart & E S Wilson to laid out a road first Class 60 feet wide from the North West extremity or point of the Whitehead & Katy public road on the line between the Morris & Cummings and S Hobermacher surveys as now established on the ground in an easterly direction to connect with that part of said road now established on the North east side of said Hobermacher and which leads to Katy & they will make due report of their actions to this Court 8/16/1905

In re report August 16th 1905
F. J. Booth

Report received and approved

In re Butchers Report

Per Sum Issd
Issd
Issd
Issd

In Re County Depository

In re Per Diem Issd
Issd

In re Health Officer

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I

Special August Term 1905.

In re Butchers Report — The County Atty is directed to commence criminal proceeding against all Butchers who have failed to file reports.

Per Diem Issd J. R. Farmer no one three days
Issd R. B. Marshall 2 3 "
Issd W. T. Bertrand 3 3 "
Issd E. M. Huggins 4 2 "

The above and foregoing minutes having been read in open Court and found correct are hereby approved this 16th day of July 1905
Attest M. M. Newell Clk Co Ct
Fort Bend Co Texas
By W. M. Andrews Dept

In Vacation

In Re County Depository — 8/18/05.

The Commissioners Court being regularly convened in special session present County Judge D. R. Pearson & Commissioners J. R. Farmer and W. T. Bertrand, when on August 18th 1905, came on the bond of J. H. P. Davis & Co. as County Depository signed by J. H. P. Davis & Co. J. H. P. Davis, C. A. Beasley, A. P. George, T. W. Davis, J. W. Slavin, T. B. Nissenderff and R. S. Davis in sum of $100,000.00, and it appearing to the Court that said bond in its proper form and amount and that the sureties are amply solvent as required by law, said bond is hereby in all things approved, and the Clerk will file & record same as required by law. It is further ordered that the banking institution of J. H. P. Davis & Co. a firm composed of J. H. P. Davis & C. A. Beasley, be and same is hereby designated and selected as depository of all the County funds of Fort Bend ~~to~~ until the next date in due course designated by law. For the selection of another depository, The County Treasurer will at once deposit all County funds with said Davis & Co., provided by law, and otherwise comply with the law.

In re Per Diem Issd J. R. Farmer 1 da.
Issd W. T. Bertrand 1 da.

In re Health Officer — 8/22/05.

By virtue of the authority vested in me by

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AS PER ORIGINAL

September Term 1905.

Law, I do hereby appoint Dr S. M. Lister Health Officer of Fort Bend County, Texas, for period from the date and ending on the day of next General Election, at compensation of $7.50 per day, the salary to begin & end at time and in manner and under circumstances provided by Law.

D. R. Pearson Co Judge.
Fort Bend County, Texas.

Caption

Special September Term. 1905.

The State of Texas }
County of Fort Bend } Be it remembered that on this the 11th day of September, 1905. a special Term of the Commissioners Court of Fort Bend Co Texas.

There was begun and holden at the Court House thereof in the town of Richmond, a special September Term A.D. 1905. of the Commissioners Court of Fort Bend Co. Texas.

Present and Presiding Hon D. R. Pearson Co Judge
J. R. Farmer Comm. Prct. One. 1 day.
Isd W. T. Bertrand " " Three 1 "
" E. M. Huggins " " Four 1 "
" R. B. Marshall Two. 1 "
T. C. Blakely Sheriff M. M. Newell, Clerk

In re Tax Col. Report.

Sept. 11. 1905. Report of C Bassett Tax Coll. month August 1905. examined and approved and clerk is directed to make entry on Finance Ledger as follows.

	Dr		Cr.
General fund.	121.05	Recpt. 477.	118.54
		Com.	658
Jury "	63.76	" 478	60.56
		Com	319

In re Rept of Script of Co Clerk

Sept. 11. 1905. Script report of M. M. Newell for August Quarter examined and approved

In re Rept of F. J. Earnst.

9/11/05. Report of F. J. Earnst Butcher. examined and approved.

In re Rept. of Water Woods Butcher

In re F. J. Kempner Butcher rept.

In re J. E. Hibbard Butcher rept.

In re C. B. Renfro Butcher rept.

In re Treasurer report of Rosenberg Indp. school dist.

In re Deed rack

In re Tax Rolls

Compensation of Tax Assessor J. T. Gibson warrants No 5441 - 5442 & 5443 All Issd $21.

In re Local option, school dist No 6.

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September Term 1905

In re Rept. of Walter Woods Butcher	Sept. 11. 1905. Report of Walter Woods. Butcher, examined and approved
In re L. H. Humphreys Butcher rept.	Sept. 11. 1905. Report of L. H. Humphreys Butcher examined and approved.
In re J. E. Stibbard Butcher rept.	Sept. 11. 1905. Report of J. E. Stibbard, Butcher, examined and approved.
In re C. B. Renfro Butcher rept.	Sept. 11. 1905. Report of C B Renfro Butcher, examined, and approved
In re Treasurer report of Rosenberg Indp. school dist.	Sept. 11. 1905. Report of Treasure of Rosenberg Independent School District, approved, and Clerk will so advise Supt of Public Instructions at Austin.
In re Deed rack	Sept. 11. 1905. County Judge authorised to purchase rack to hold Indexes to Deed Records.
In re Tax Rolls	Sept. 11. 1905. Tax Rolls for 1905. presented by assesor Jno T. Gibson in triplicate and same are approved, Whereas he is directed to make and deliver to County Supt. of Public Instruction the abstract as provided by Sec 66. of School Laws. 1905. on page 280 of acts of 1905.
Compensation of Tax Assesor. J. T. Gibson warrants No 5441 - 5442 & 5443 All Deed	Sept. 11. 1905. It appearing that the total assessed valuation is $5.902.220.00 the Assessor is allowed as compensation for assessing same the sum of $914.18 and he having been paid heretofore the sum of $400.00 the clerk is ordered to issue warrant for $514.18 to be paid out of the first money collected on said Rolls of 1905. applicable thereto; And said Assessor is also allowed $26.43 for assessing County District school. Tax. to be paid out of the receipts from said Roll for 1905.
In re Local option, school dist No 6.	Sept. 11. 1905. It appearing to the court that the local option election ordered to be held in school district No 6. was not held on September 9. 1905. because of the failure of the clerk of this Court to issue and post proper notices of said election within the time required by law the Commissioners Court of Fort Bend County Texas. a full

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September Term, 1905.

board being present of its own motion does hereby order an election to be held at the white school house in Needville Texas on September 30" 1905, of all the legal voters within the bounds and limits of School District No. Six, of Fort Bend County, Texas, which District has these metes and bounds × Beginning at N. Cor sect, 23. H. & T. C. R. Co. Thence S. 45. E to E. Cor. sect, 23. H. & T. C. R. Co. Thence N. 45. E to East cor. sect 25. H. T. C. R. Co. Thence S. 45. E, to South cor sect, 48. H. T. C. R. Co. Thence N. 45. E to East cor. sect 47 H. T. C. R. Co. Thence N. 45. W. to West cor. sect 46. H. T. C. R. Co. Thence N. 45 East to North cor sect. 46. H. T. C. R. Co. Thence S. 45. E. to South cor sect 54. H. T. C. R. Co. Thence N. 45. E. to East cor. sect 55. H. T. C. R. Co. Thence N. 45. W. to East cor. sect 69. H. T. C. R. Co. Thence S. 45. W. to West cor. sect 25 H. T. C. R. Co. the place of Beginning × to determine whether or not the sale of intoxicating liquors should be prohibited within the limits of said School District as above described and Henry Bauker and Aug. Bode are hereby appointed Judges to conduct said election and Hy Bauker is hereby named presiding Judge thereof & the Clerk at once issue proper notice as required by law.

The foregoing minutes were read in open court and were due September 11" 1905 approved.

D R Pearson County
Judge Fort Bend Co Tx

Per Diem

Issd J. R. Farmer Comr Pct No. One, one day
Issd R. B. Marshall " " " Two, one "
Issd W. T. Bertrand " " " Three, one "
Issd E. M. Huggins " " " Four, one "

Returns
Local Option
Election
School Dist #6

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October Term 1905

The State of Texas }
County of Fort Bend } Be it remembered that on this the 9th day of Oct. A.D. 1905, it being the second Monday in said month, and being the day designated by law for the holding of the Special October Term, A.D. 1905, of the Commissioners' Court of Fort Bend County, Texas.

There was begun and holden, at the Court House thereof, in the town of Richmond, the Special October Term, A.D. 1905, of the Commissioners' Court of Fort Bend County, Texas.

Present and presiding Hon. D. R. Pearson, County Judge,

J. R. Farmer, Commissioner Precinct No. One,
R. B. Marshall, " " " Two
H. T. Bertrand " " " Three
E. M. Higgins " " " Four
and T. L. Blakely Sheriff & M. M. Newell, Clerk.

Returns Local Option Election School Dist #6

Oct. 9, 1905. It is hereby ordered that a special session of this Court be held on Wednesday Oct. 11th, 1905, for the purpose of opening the polls and counting the votes of the local option election held in School District No. Six of Fort Bend Co., Texas, on Sept 30, 1905, and for the transaction of such business as may lawfully be transacted.

Oct 9, 1905 Whereas, on Aug 16, 1905, a Jury of View was appointed to establish a public road as therein specified, but in naming the Jurors an error was made in name of J. S. Mims, it being intended to name E. M. McGinnis,

It is therefore ordered that E. M. McGinnis be and he is hereby appointed one of said Jury of View in place of J. S. Mims, who is not in Fort Bend Co., and said E. M. Ginnis will act accordingly, and the Clerk will notify him at once of this appointment. Said Jury of View are authorized to call a surveyor to their assistance, provided, however, that Fort Bend Co. will not pay said surveyor for any services rendered to said Jury or in connection with said road.

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October Term 1905.

Oct 9th 1905. The report of D. R. Pearson Co. Judge, examined and rejected for correction.

Oct 9, 1905. Report of Clem Barrett, Tax Collector examined and approved, and Clerk will make proper entries on Financial Ledger.

Oct 9, 1905. The petition for an Election to be held in School District No Twenty-one to determine whether or not a special Tax should be levied for School Purposes, on motion of Comr. Marshall is rejected and denied.

Whereas, School District No. 21, was, heretofore cut off from School District No. Six, and, whereas, some doubt exists as to the legality of said District No. 21, and, whereas, said District No. 21, has been heretofore always recognized by this Court as a School District legally established,

Now, therefore, to put the question at rest, we do hereby declare that said District No. 21 is now and has been since its establishment recognized and regarded as a duly established School District of Fort Bend County, Texas.

Be it remembered that on this day Oct 11, 1905, a special session of the commissioners Court of Fort Bend County, Texas, was convened, present and presiding D. R. Pearson, County Judge, and J. R. Farmer, Comr. Precinct No. One, R. B. Marshall, Comr. Precinct No. Two, and H. T. Bertrand, Comr Precinct No. Three, when came on in regular order the opening the polls and counting the votes of an election held in School District No. Six of Fort Bend County, Texas on September 30 1905, to determine whether or not the sale of intoxicating liquors should be prohibited within said School District, and the Court having inspected and counted said returns, and it appeared that at said election ten votes were cast against prohibition, and that 23 votes were cast for prohibition, there being a majority of the votes cast for the prohibition, of the sale of intoxicating liquors within said School District No. Six. It is therefore

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ordered and decreed that the sale of intoxicating liquor within said School District No. Six, which has these metes and bounds: Beginning at N. corner Sect 23, H. & T. C. R. R. Co. Thence S. 45 min E. to E. cor Sec. No. 25 H. & T. C. R. R. Co. Thence S. 45 E. to South cor Sect 48 H. & T. C. R. R. Co. Thence N. 45 E. to East cor sect. 47 H. & T. C. R. R. Co. Thence N. 45 W. to West cor. Sec 46 H. & T. C. R. R. Co. Thence N. 45 East to North cor. Sec. 46, H. & T. C. R. R. Co. Thence S. 45 E. to South cor. Sect. 54, H. & T. C. R. R. Co. Thence N. 45 E. to East cor. Sect 55, H. & T. C. R. R. Co. Thence N. 45 W. to East cor Sect. 69 H. & T. C. R. R. Co. Thence S. 45 W. to West cor. Sec. 25 H. T. C. R. Co. the place of beginning, be and same is hereby absolutely prohibited, except for the purposes and under the regulations specified in the Revised Civil Statutes of Texas, until such time as the qualified voters of said School District No. Six may, at a legal election, held for that purpose, by a majority vote decide otherwise.

The County Judge having, and he does hereby, designated the Texas Courier, as the paper in which this order shall be published, it is further ordered that this said order be published in said paper in the manner and for the length of time required by law.

Per Diem

Issd J. R. Farmer, Two Days
Issd R. B. Marshall, Two Days 11/14/05
Issd H. T. Bertrand, One Day.
Issd. E. M. Huggins One Day.

The foregoing minutes were read in open Court, and were this Oct 13, 1905, approved.

Attest:
M. M. Newell, Clerk.
By L. McGee, Dept.

D R Pearson
County Judge
Int. Bexar Co Texas

November Term 1905

Caption The State of Texas } County of Fort Bend } Be it remembered that on this the 13th day of November, A.D. 1905, it being the Second Monday in said month, and being the day designated by law for the holding of the Regular November Term, A.D. 1905, There was begun and holden at the Court House thereof in the town of Richmond the Regular November Term, A.D. 1905, of the Commissioner's Court of Fort Bend County, Texas, Present and presiding, Hon D. R. Pearson County Judge,

J. R. Farmer, Commissioner Prect. No. One
R. B. Marshall, " " " Two
H. T. Bertrand " " " Three
E. M. Huggins " " " Four.

T. C. Blakeley, Sheriff, and M. M. Newell, Clerk of said Court.

J.P. Pct 1. Nov. 13, 1905. Report of J. H. Eckman, J.P. Prect. No. One, approved and credits ordered accordingly.

Butcher's Report Nov 13, 1905. Report of F. G. Schmidt rejected on account of not being accompanied by Bills of Sale.

Butcher Report Nov. 13, 1905. Report of Guess & King approved.

Certificate of Character Nov 13, 1905. It is ordered that a certificate of good moral character, & that he is more than 21 years old, issue to Leigh Ballowe.

Treasurer's Report Nov 13, 1905.
In the Matter of the Quarterly Report of T. B. Hessendorff, Treasurer. Fort Bend County, Texas } In the Commissioner's Court Ft Bend County. November Term 1905.

On this 13 day of November, A.D. 1905, in regular Quarterly Session of the Commissioner's Court of Ft Bend County, Texas, came on for examination the Quarterly Report of T. B. Hessendorff, Treasurer of Fort Bend County, Texas, for the quarter beginning on the 14 day of Aug. 1905, and ending on the 13th day of November, 1905, and the same having been compared and examined by the

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November Term 1905

Court, and found to be correct, it is therefore ordered by the Court that the same be and is hereby approved; and it appearing to the Court that during said time the said County Treasurer had received for account and credit of, and paid out of each of the several County funds, the amounts set forth, and leaving balance to each of said funds as follows, to wit:

Amount balance to credit of the Jury Fund as per last report	$ 680	76
Amount received during the quarter	1653	16
Total "Cr" as shown by current report	2333	92
Amount paid out and disbursed during the quarter	586	63
Leaving and showing to credit of said Jury Fund on 11/13/05, a balance of	$ 1747	29
Amount balance to credit of the Road and Bridge Fund as per last report	$ 4446	23
Amount received during the quarter	896	91
Total "Cr" as shown by current report	$ 5343	14
Amount paid out and disbursed during the quarter	2834	58
Leaving and showing to credit of said R. & B. Fund on 11/13/05 a balance of	$ 2508	56
Amount balance to credit of the General Fund as per last report	$ 4887	43
Amount received during the quarter	1229	08
Total "Cr." as shown by current report	6116	51
Amount paid out and disbursed during the quarter	2428	90
Leaving and showing to credit of said General Fund on 11/13/05 a balance of	$ 3687	61
Amount balance to credit of the River Bridge Bond Fund as per last report	94	63
Amount received during the quarter	117	63
Total "Cr" as shown by current report	212	26
Amount paid out and disbursed during the quarter	2	94
Leaving and showing to credit of said River Bridge Bond Fund on 11/13/05, a balance of	209	32
Amount balance to credit of the Ct. House Bond Fund as per last report	249	47
Amount received during the quarter	392	11
Total "Cr" as shown by current report	641	58
Amount paid out and disbursed during the quarter	9	80
Leaving and showing to credit of said Ct. House Bond Fund on 11/13/05, a balance of	631	78
Amount balance to credit of the Jail Repair Bond Fund as per last report	—	—
Amount received during the quarter	39	21
Total "Cr" as shown by current report	39	21
Amount paid out and disbursed during quarter.		98
Leaving and showing to credit of said Jail Repair Bond Fund on 11/13/05, a balance of	38	23

(Over)

November Term 1905

Amount balance to credit of the School Fund as per last report	3015	30
Amount received during the quarter	2325	55
Total "Cr" as shown by current report	5340	85
Amount paid out and disbursed during the quarter	1448	59
Leaving and showing to credit of said School Fund on 11/13/05, a balance of	3892	26
Amount balance to credit of the Stenographers Fund as per last report	48	78
Amount received during the quarter	12	00
Total "Cr" as shown by current report	60	78
Amount paid out and disbursed during the quarter		30
Leaving and showing to the credit of said Stenographers Fund on 11/13/05, a balance of	60	[illegible]

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 stated 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 Commissioner's Court of Ft 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 13 day of November 1905.

D. R. Pearson, County Judge
J. R. Farmer, Commissioner Prect No 1.
H. T. Bertrand, Commissioner Prect No 3
E. M. Higgins, Commissioner Prect. No. 4.

Coll. Report

Nov 13, 1905. Report of C. Bassett, Tax Coll. approved and entries ordered on Finance Ledger accordingly.

Nov. 13, 1905. On this day came on the report of the Jury of View heretofore appointed to lay out a 3rd class public road from the Briscoe & Fulshear Road to Foster Road 30 feet wide, which report being in due form, and it appearing that due notice has been given to all land owners over which said road runs, and that said road has been laid out in ~~in~~ regular manner:

It is therefore ordered and decreed that said report be and same is hereby approved and ordered to be recorded. It is therefore ordered and decreed that said

a 3rd class road 30 feet wide commencing at a point about 50 yards South of the S.E. corner of the Walker tract, also known as S. J. Avis corner, in the public road leading from Brisco Store to Fulshear, where a road now leaves same, thence due East along the Bank of an Ash Slough across the land of A. C. McJenkin to the West line of the John Mayes tract of land; thence East across Mayes said tract to land of R. P. Brisco; thence East around the North bank of Brisco lake to the West line of the McFarlane tract; thence East across McFarlane land to West line of Kempner tract; thence East across said Kempner land to Pin Oak creek; thence East across said creek to opposite bank; thence Northeast to mouth of land intersect the public road leading from Brisco Store to Foster Public road. (This is the description of the center line of said road here established) It and same is hereby established as a public road of the third class, and John G. Mayes is hereby appointed Road Overseer of said road.

It appearing that A. C. McJenkin, Miss Julia Mayes, M. K. Mayes, and R. P. Brisco Sr. donate the County the land appropriated by said road, they are not allowed any compensation. A. Kempner is hereby allowed the sum of $25.00 in full of all damages for taking said land belonging to him for said road and the value of said land so appropriated, and $25.00 is hereby allowed J. Rich as agent for the owners of said McFarlane land, in full of all damages, and for the value of the land appropriated for said road & the County Treasurer is ordered to set aside out of the Road & Bridge Fund the sum of $ to the order of the said Kempner, and the sum of $ to the order of the said J. Rich, as agent for said owners of said McFarlane land. All other claims of the said Kempner & the said Rich and all other land owners are hereby rejected and held for naught.

Nov 13, 1905. On this day came on the report of the Jury of View heretofore appointed as appears by an

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AS PER ORIGINAL

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entered at a former term of this Court, and it appearing to the Court that said report is in due form and that said road has been viewed accordingly to law It is therefore ordered that said report be and it is hereby in all things approved, and it is therefore ordered that there be and there is hereby established as a road of the first class, the following:

To the Honorable Commissioners' Court of Fort Bend County Texas:

We, the undersigned freeholders and residents of the County of Fort Bend and State of Texas, duly appointed a jury by the commissioners Court of said County, at the — Term thereof, 1905, as appears from the records of said Court, to lay out, survey and describe a certain road designated in the Petition of — and others for a public road; having first been duly sworn according to law and having given the five days notice in writing to the land owners ~~thereof~~ through whose land said proposed road may run, or their agents or attorneys, as required by law, did, on the — day of 1905, proceed to view, lay out, survey and describe the premises designated in said Petition, and would recommend that said road be established in accordance with the field notes, survey and description of same, as follows:

Beginning in the line between the Morris & Cummings survey No. 1 and S. Habermacher survey at a point from which a stake claimed by the present corner of the Morris & Cummings Survey No. 2 for his North corner bears S. 45° E. 30 feet. Thence N. 45° W. 265 feet to the West corner of fence around a tract out of said S. Habermacher Survey located by surveyor S. M. Farr. Thence with said fence N. 45° 15' E. at 3673 feet pass leaning Pin Oak 20 inches in diameter marked X; at 3698 feet pass pin oak 18" dia. mkd. X; 3750 feet cross Buffalo Bayou course S.E. 6973 feet cross line between S. Habermacher Survey and S. F. & G. N. R. R. Co. Survey No. 3, 7003 feet from point 30 feet N.E. line of said Surveys. Thence parallel to and 30 feet distant from said line N. 45° 30' W. 1275 feet to South-east extremity of road as at present located & fenced.

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Thence S. 45° W. at 30 feet cross line between I & G. N. R. R. Co's Survey No. 3, and S. Habermacher survey 60 feet to point. Thence parallel to and 30 feet distant from said line S. 45° 30' E. 1214 feet to point 60 feet N. W. from fence before mentioned. Thence parallel to and 60 feet N. W. from same S. 45° 15' W. at 3250 feet cross Buffalo Bayou 6973 feet cross line of S. Habermacher and Morris & Cummings Survey No. 1, 7033 feet to point 60 S. W. of same. Thence parallel to and 60 feet distant from said line S. 45° E. 295 feet to line of present road. Thence with same N. 45° E. 60 feet to the place of beginning.

We would also report, that having notified all parties interested in our intended meeting, and of the purpose thereof, we did then and there hear all testimony offered in relation to the damages sustained by the laying out of said Road, and do assess the damages thereof due to each particular land owner (who presented to us a written claim for damages, which is hereto attached) as follows, to wit.

Name of land owner	Description of land
The land the road passes over is reported unknown	Out of Morris & Cummings Survey No. 1, 4/10 acres Out of Stephen Habermacher Survey 10 48/100 acres Out of the I. & G. N. R. R. Co's Survey No. 3 = X 88/100 acres

No damages Allowed.

~~We would also report~~ All of which is respectfully submitted.

In testimony whereof, we have hereunto set our hands this 26th day of October 1905.

H. E. Wilson
P. Plach
J. D. Stuart
E. M. McGinnis
Jurors.

No claim for damages having been presented to said Jury of View, it is ordered that no damages shall be allowed to anyone. E. M. McGinnis is hereby appointed overseer of said road, and is hereby

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ordered to open same up and clear it of all obstructions at once.

J. P. Pct # 2 Report — Nov 13th, 1905. Report of H. H. Dreyer, J. P. rejected and ordered returned for correction, the Justice having erroneously allowed com. to Constable & Clerk will advise Judge Dreyer.

J. P. Pct 6 Report — Nov 13, 1905. Report of H. H. Dreyer, J. P. Pct. No. 6, approved & credit ordered accordingly.

Nov 13, 1905. Upon the Court's motion, a necessity deemed to exist, it is ordered that the following Jury of View be and they are hereby appointed to lay out a third class road 40 feet wide, thus described

To the Hon. Commissioners Court of Fort Bend County, Greeting:

We the undersigned citizens of aforesaid Co. pray your Honorable body to grant us a second or third class graded road beginning at the terminus of the now graded road on Blue Ridge Oil field. Thence East between Sandler & Adams. Thence South between Hurt & Schenck & H. J. Hallin. Thence East between H. J. Hallin & Brazoria Rice & Irrigation Co. land, continuing between F. B. Hurt & Brazoria Rice & Irrigation Co. connecting with Houston & Arcola County Road, thence South with said road to Rieton.

T. F. Dew	D. Shappaugh	J. F. Fordyce
H. R. Lettenden	J. H. Hill	F. M. Stegall
Jas. E. Flanagan	J. H. Hill	Ed Black
G. C. Cox	B. F. Kelly	Peter Lewis
J. L. Cunningham	R. V. Moore	J. F. Siegmund
Ivor Storland	C. Jones	R. E. Tice
Em R. Robinson	R. F. Moore	B. N. Quaid
J. H. Kelley	A. R. Jones	H. P. Hill
	J. L. Rollins	R. O. Brizelton
		R. D. Packer

Said Jury shall consist of the following named freeholders to wit: R. D. Packer, E. M. Robinson, H. S. Dew, J. H. Hill, and J. F. Fordyce

Butcher Report

Dist Clk. Report

Butcher's Rept.

Co. Atty Rept.

Treas Annl School Rept.

Confed. Pension

Off Rept.

Co. Judge Rept.

Confed. Pension

Butcher Report

Butcher Rept.

Butcher Rept.

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Butcher Report — Nov 13, 1905. Report of Jno. Adams, Butcher, approved.

Dist. Clerk. Report — Nov 13, 1905. Report of E. P. Andrus District Clerk, approved and credit ordered.

Butcher's Rept. — Nov. 13, 1905. Report of Hatter Hooks, Butcher, approved.

Co. Atty Rept. — Nov. 13, 1905 Report of H. L. Davidson Co. Atty, approved.

Treas Annl School Rept. — Nov 13, 1905. Report of the Annual Statement of School Funds by Co Treasurer approved & entries ordered on Finance Ledger accordingly.

Confed. Pension — Nov 13, 1905. Application of H. N. Grigg for pension, approved as per order on application & papers will be forwarded by clerk to Comptroller.

Shff Rept. — Nov 13, 1905. Report of Fines by P. C. Blakely, Sheriff, approved, and entries ordered on Finance Ledger.

Co. Judge Rept. — Nov 13, 1905. Report of D. R. Pearson approved & entries ordered on Finance Ledger.

Confed. Pension — Nov 13, 1905. Application of V. P. Hoeley for Confederate Pension as per order thereon & papers ordered forwarded by clerk to Comptroller.

Butcher Report — Nov 13, 1905. Report of Peter Black, Butcher, rejected because not accompanied with bill of sale & clerk ordered to notify said Black.

Butcher Rept. — Nov 13. 1905. Report of J. E. Hebbard, Butcher, approved.

Butcher Rept. — Nov 13. 1905. Report of Em. R. Robinson, Butcher, approved.

Nov 13, 1905. On its own motion it is ordered that J. C. Phillips, H. B. Lowry, D. J. Bell, Mat Drumbelow & J. T. Bennett be and they are appointed a Jury of View to lay out an extension of the public road commencing at East corner of Sec 114 and running along lines of Sec.

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120-119 the distance of one mile, to be first class road, or less, provided that deeds donating the right of way over land appropriated shall accompany the report of Jury.

Co. Judge Rept. — Nov 14, 1905. Co. Judge is ordered to have recorded the deeds from Friedman, Dunklin, Butterworth & Doulin to Ft Bend County, Texas, which the Clerk will do.

Time of holding Co. Ct. change — Nov 14, 1905. It is ordered that time of holding County Court be changed so that the terms thereof shall begin on the Fourth Monday in February, the 4th Monday in May, the 4th Monday in August, and the 4th Monday in November of each year; that this order be effective commencing with the Feby Term, 1906, next.

Order Local Option Election — I, D. R. Pearson, County Judge of Ft Bend County Texas, do hereby certify that a certified copy of the following order of the Commissioners Court of Fort Bend County, Texas, to wit:

Be it remembered that on this day Oct. 11th, 1905, a special session of the Commissioners Court of Fort Bend, Texas, was convened, present and presiding D. R. Pearson, County Judge, and J. R. Farmer, Commr. Precinct No. One, A. B. Marshall, Commr. Precinct No. Two, and H. T. Perkins Commissioner of Precinct No. Three, when came on in regular order the opening the polls and counting the votes of an election held in School District No. Six, of Fort Bend County, Texas, on September 30, 1905, to determine whether or not the sale of intoxicating liquors should be prohibited within said School District, and the Court having inspected and counted said returns, and it appearing that at said election ten votes were cast against prohibition and that 23 votes were cast for prohibition, and there being a majority of the votes cast for the prohibition of the sale of intoxicating liquors within said School District No. Six, which has these metes and bounds:

Per Diem Seed

Beginning at N. corner, Sec 23 H. & T. C. R. R. Co. Thence S. 45 E. to ~~South~~ E. corner sec. 25 H. & T. C. R. R.

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November Term 1905.

Co. Thence S. 45 E. to South corner Sec 48, H. & T. C. R. R. Co.
Thence N. 45 E. to East corner Sec 47, H. & T. C. R. R. Co.
Thence N. 45 W. to West corner Sec 46, H. & T. C. R. R. Co.
Thence N. 45 E. to North corner Sec 46, H. & T. C. R. R. Co.
Thence S. 45 E. to South corner Sec. 54, H. & T. C. R. R. Co.
Thence N. 45 E. to East corner Sec 55, H. & T. C. R. R. Co.
Thence N. 45 W. to East corner Sec 69, H. & T. C. R. R. Co.
Thence S. 45 W. to West corner Sec 25, H. & T. C. R. R. Co.
the place of beginning, be and same is hereby absolutely prohibited, except for the purposes and under the regulations specified in the Revised Civil Statutes of Texas, until such time as the qualified voters of said School District No. Six may, at a legal election, held for that purpose by a majority vote decide otherwise.

The County Judge having and he does hereby designate the Texas Coaster as the paper in which this order shall be published; it is further ordered that this said order be published in said paper in the manner and for the length of time required by law." has been published in the Texas Coaster, a newspaper published in Richmond, Fort Bend Co. Texas, in the issues of said paper issued and published on these dates, to wit: Oct 13, 20, 27 and Nov. 3, and Nov 10, all in the year 1905.

D R Pearson, County
Judge Fort Bend Co. Texas.

Per Diem

Per Diem Issd	Issd J. R. Farmer,	Comr Pct One -	2 days	$6.00
	Issd R. B. Marshall	" " Two -	1 day	$3.00
	Issd H. T. Bertrand	" " Three -	2 days	$6.00
	Issd E. M. Huggins	" " Four -	2 days	$6.00

The above and foregoing minutes having been read in open Court, and found correct, are hereby approved, this Nov 17th, 1905

Attest:
M. M. Newell, Clerk
By L. McGee, Dept.

County Judge
Ft Bend Co. Tex.

Comm. Cat. Min. I

AS PER ORIGINAL

Commissioners Court of Fort Bend County, State of Texas.
November Term, 1905.

In the matter of the ~~appointment~~ application of Leigh M. Ballowe for certificate of good moral character and honorable deportment.

On this the 13th day of November, 1905, came on at and during the regular November session of said Court the application of said Leigh M. Ballowe for the certificate of good moral character and honorable deportment, as is required of applicants to practice law in this State and as is provided for in Title 11, pp. 256 et seq. of Revised Statutes of Texas; and the Court having diligently inquired into the matter is of the opinion that it is so ordered and decreed by the Court that said applicant Leigh M. Ballowe, is well and personally known to said Court; that he is more than 21 twenty one (21) years of age; that he has resided in said County of Fort Bend, State of Texas, for more than one year prior to the date hereof, and that the said Leigh M. Ballowe has a good reputation for moral character and honorable deportment.

The above and foregoing minutes having been read in open Court and found correct, are hereby approved, this 17th day of Nov. 1905

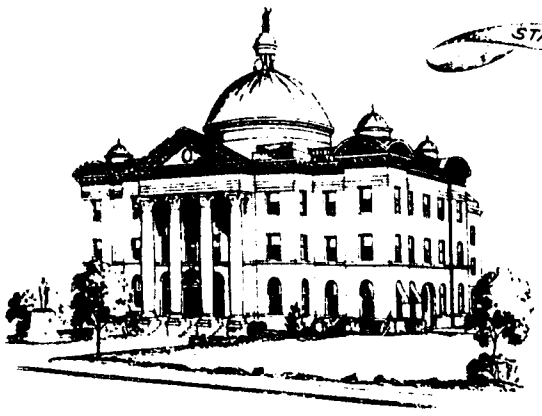
Attest:
M. M. Newell, Clerk
By L. McGee Dept.

Special December Term 1905.

Caption The State of Texas }
County of Fort Bend } Be it remembered that on this the 11th day of December, A.D. 1905, it being the second Monday in said month, and being the day designated by law for the holding of the Special December Term A.D. 1905, of the Commissioners Court of Fort Bend County, Texas.

There was begun and holden, at the Court House thereof in the town of Richmond, the Special December Term A.D. 1905, of the Commissioners Court of Fort Bend

41 1166 17



STATE OF TEXAS COUNTY OF FORT BEND

Emergency [illegible] Services

Rt [illegible] C
Rosen[illegible] 7471

Emergency (713) 342-2100 Office (713) 342-7233

DANIEL KOSLER
Director

1985 BLS SERVICE OF THE YEAR
1987 ALS SERVICE OF THE YEAR

JOE KACAL
Assistant Director

March 8, 1990

The Honorable County Judge
and Commissioners Court

Re: Renewal of EMS Medical Director contract with Dr. Berry

Dear Sirs:

The above item has been placed on Mondays' Commissioners Court agenda for your consideration. The agreement, which I endorse, has already been signed by Dr. Berry.

I thank you in advance for your time and consideration.

Sincerely,

Daniel Kosler

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

CONTRACT FOR MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES OF FORT BEND COUNTY, TEXAS

This contract is entered into this the 12 day of March, 1990, by and between the County of Fort Bend (hereinafter referred to as "County") and Blake Berry, M. D. (hereinafter referred to as "Medical Director").

I.

Blake Berry, M. D., hereby contracts with the County to serve as Medical Director of Fort Bend County Emergency Medical Services for the term stated below. His duties as Medical Director shall include, but not be limited to, prescribing medications and supplies to the Emergency Medical Services, authorizing and approving protocols and standing orders for the Emergency Medical Service personnel and providing continuing education to the Emergency Medical Service.

II.

Throughout the term of this contract, Blake Berry, M. D., must maintain an unrestricted license to practice medicine in the State of Texas, duly registered in Fort Bend County. He must also maintain state and federal licenses to prescribe all classes of controlled drugs except Schedule I drugs.

III.

Blake Berry, M. D., shall devote such of his time as is reasonably needed to fulfill the responsibilities and duties of the Medical Director of the Emergency Medical Services of the County under the terms of this contract. Such time shall be not more than twenty (20) hours per month, unless otherwise authorized by the Commissioners' Court of Fort Bend County. It is understood that Blake Berry, M. D., will continue to engage in private medical practice when not performing duties under this contract.

IV.

The terms of this contract shall be for a period commencing on the date hereof and ending on the 12 day of March, 1990, or upon thirty (30) days written notice from either party.

V.

Throughout the term of this contract, a policy of liability insurance shall remain in force at all times. The Medical Director shall be included and covered under the existing Emergency Medical Service liability insurance policy and any future such policies. The policy shall have as a minimum limit the amount of **ONE MILLION AND NO/100 DOLLARS** ($1,000,000.00) per occurrence and **ONE MILLION AND NO/100 DOLLARS** ($1,000,000.00) annual aggregate.

VI.

In consideration for rendering the services of Medical

Director under the terms of this contract, the County shall compensate at he rate of **ONE THOUSAND AND NO/100 DOLLARS ($1,000.00)** per month payable on the first County monthly pay period of each month. Upon prior approval of Commissioners' Court, the Medical Director shall be paid the sum of **FIFTY AND NO/100 DOLLARS ($50.00)** per hour for each additional hour over the above stated twenty (20) hours per month.

VII.

It is agreed by the parties that all times and for all purposes hereunder, Blake Berry, M. D. is an independent contractor and not an employee of the County. No statement contained in this contract shall be construed so as to find Blake Berry, M. D. an employee of the County, and Blake Berry, M. D. shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

VIII.

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 Blake Berry, M.D. (including its officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. Blake Berry, M. D. is to be and shall remain an independent contractor with respect to all services performed under this contract.

IX.

This contract shall be governed in accordance with the laws of the State of Texas and shall be performable in Fort Bend County, Texas.

SIGNED this 12th day of March, 1990.

FORT BEND COUNTY

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

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

MEDICAL DIRECTOR

By: Blake Berry
Blake Berry, M. D.

Witness

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

Robert Grayless, County Auditor

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 12th day of March, 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 3/5/90, Bond No. 612043, Permit No. 81137 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shieles, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida 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.

picked up

Appl. # 81137

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

3-7-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $55,000.00

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)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81137

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

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

	Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
A -	PEEK RD	SW corner of Greenway village 90' E. side of Peek Rd.	90'	xxxx			
B -	PEEK RD	1000' north of Greenway Village Drive	35'	xxxxxx			
C -	PEEK RD	NW corner of West Forest Dr to 90' E of Peek Rd	90'	xxxxxx			

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

Bore under Peek Road to install 8" steel water line

Bore under Peek Road to install 36" RCP storm to existing man hole

Bore under Peek Road to install 8' Water Line steel

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: SG&R Const. Co. Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

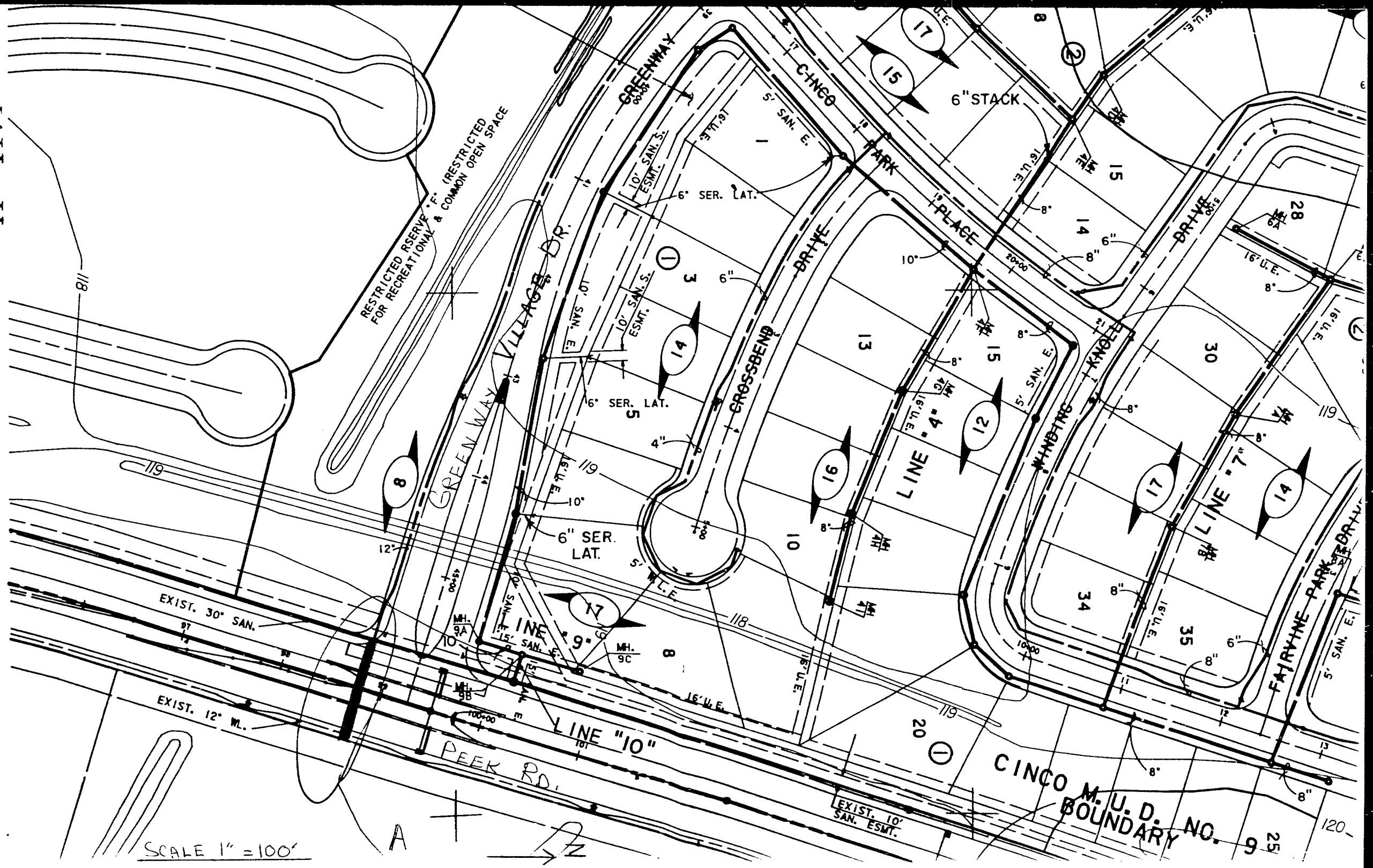
(Signature)

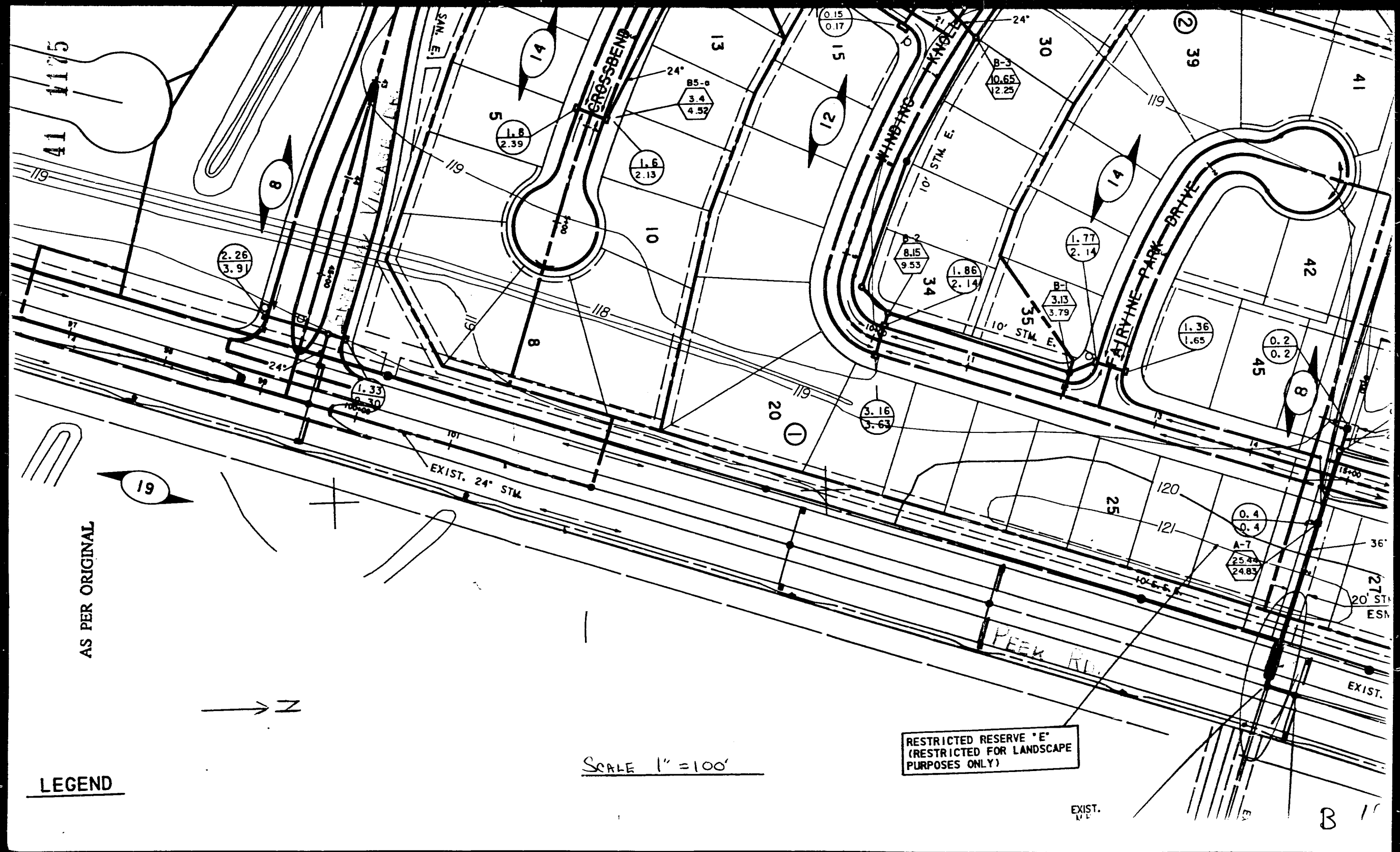
NAME & TITLE Connard E. Barker Vice-President
(Please Print)

DATE: March 5, 1990
ADDRESS: Rt. 1 Box 251 N75
(Street/P.O. Box)

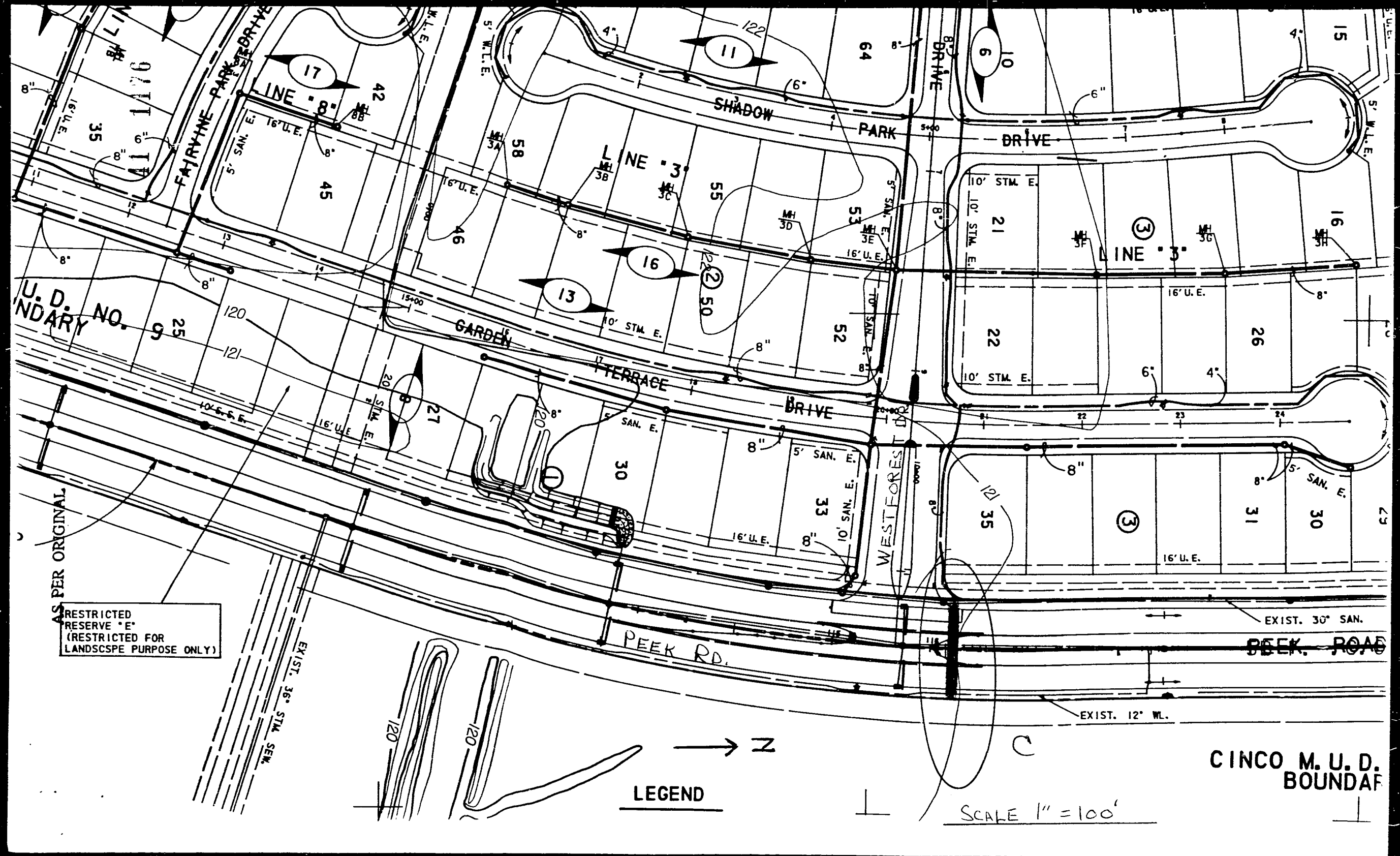
Huntsville Texas 77340
City State Zip
TELEPHONE NO: (409) 295-2865

AS PER ORIGINAL 41 1174





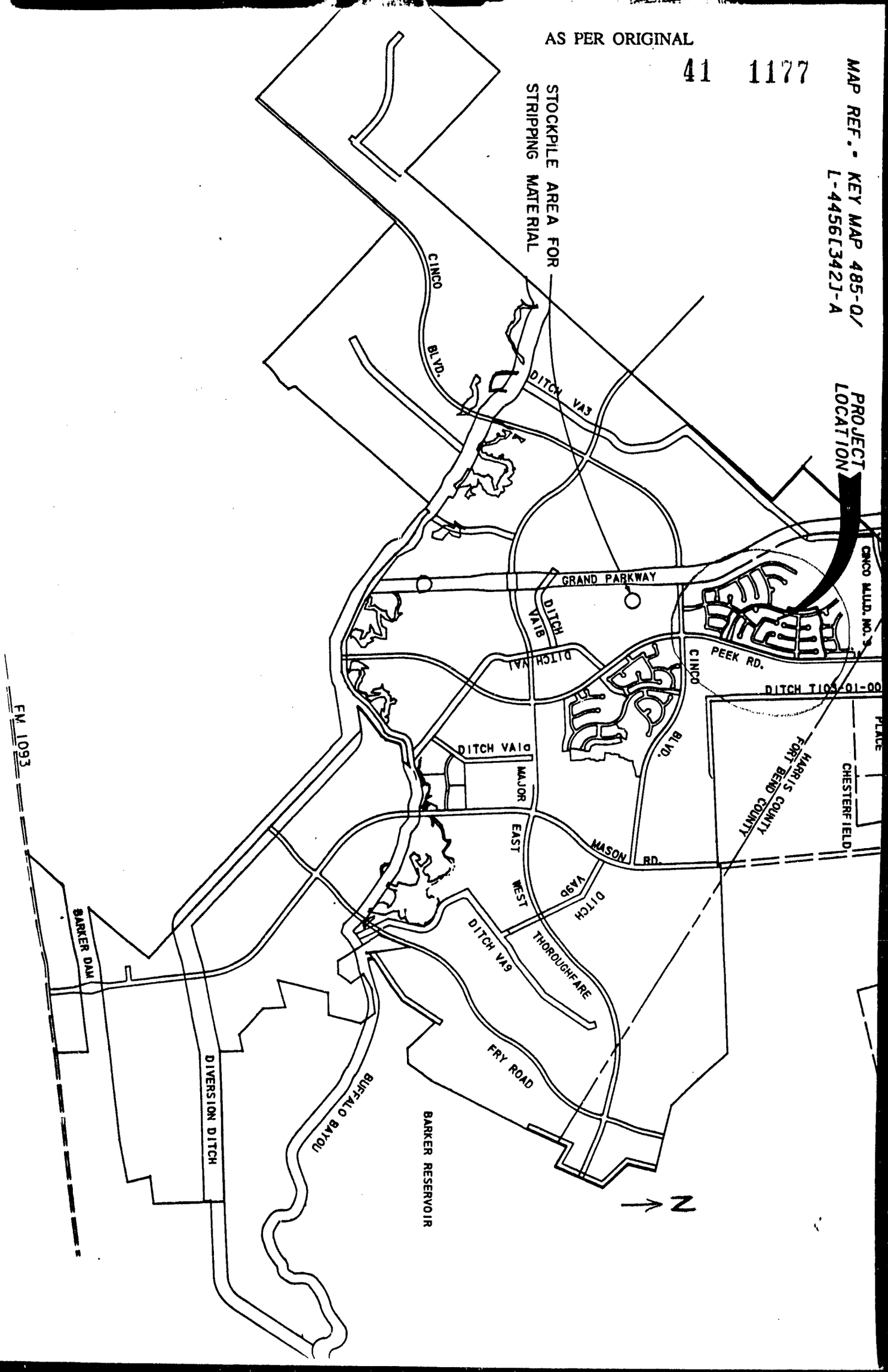
41 1175
AS PER ORIGINAL
CROSSBEND
WINDING KNOLL
FAIRVINE PARK DRIVE
SAN. E.
10' STM. E.
EXIST. 24" STM.
PEEK RD.
EXIST.
RESTRICTED RESERVE "E"
(RESTRICTED FOR LANDSCAPE
PURPOSES ONLY)
SCALE 1" = 100'
LEGEND



FAIRVINE PARK DRIVE
LINE "8"
LINE "3"
SHADOW PARK DRIVE
GARDEN TERRACE DRIVE
WESTFOREST DR.
PEEK RD.
PEEK ROAD
U.D. NO. 9
AS PER ORIGINAL
RESTRICTED RESERVE "E" (RESTRICTED FOR LANDSCSPE PURPOSE ONLY)
EXIST. 36" STM. SEW.
EXIST. 30" SAN.
EXIST. 12" WL.
10' STM. E.
16' U.E.
5' SAN. E.
10' SAN. E.
5' W.L.E.
10' S.S.E.
20' STM. E.
LEGEND
N
SCALE 1" = 100'
CINCO M.U.D. BOUNDAR

AS PER ORIGINAL

41 1177



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

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we S G & R Construction Company, Inc. as principal and Hartford Casualty 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 Fifty Five Thousand & No/100 DOLLARS (55,000.00) 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 5th, day of March, 19 90.

S G & R Construction Company, Inc.
PRINCIPAL

BY: Connard E. Barker, Vice President

Hartford Casualty Insurance Company
SURETY

BY: Philip Baker
Attorney-in-fact

41 1179

HARTFORD CASUALTY INSURANCE COMPANY

EXECUTIVE OFFICE: Hartford, Connecticut

612043

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

LELAND L. RAUCH, WANDA L. RAUCH, CAROL STEPHENSON, PHILIP BAKER,
EDWARD ARENS and ROY TURKINGTON 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 1st day of July, 1987.

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.

HARTFORD CASUALTY INSURANCE COMPANY

Attest:

Robert J. Mathieu
Secretary

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 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.

Jacqueline T. Derosiers, *Notary Public*
My Commission Expires April 1, 1993

STATE OF CONNECTICUT, }
COUNTY OF HARTFORD, } ss.

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 5th day of March 19 90

David A. Johnson
Assistant Secretary

Form 8-3507-4 (HC) Printed in U S A

Peek Rd., Pct. 3. Performance bond in the amount of $55,000 was presented to Commissioners Court. (Recorded in minutes in full)

19. CONSIDER RELEASING PERFORMANCE BOND TO SUGARLAND PROFESSIONAL PLAZA I FOR CONSTRUCTION OF WATER LINE UNDER WILLIAMS TRACE BLVD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to release performance bond to Sugarland Professional Plaza I for construction of water line under Williams Trace Blvd., Pct. 4. (Recorded in minutes in full)

20. CONSIDER RELEASING PERFORMANCE BOND TO STAR CABLE CO. FOR INSTALLATION OF CABLE ALONG VINCIK-EHLERT & ESLEIB RD., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone until a later date.

21. CONSIDER RELEASING PERFORMANCE BOND TO GOLD STAR CONST. FOR ACCESS TO HOUSTON ST. PARKING LOT, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to release performance bond to Gold Star Const. for access to Houston St. parking lot, Pct. 1. (Recorded in minutes in full)

22. CONSIDER GRANTING H.L.& P. AN EASEMENT FOR ELECTRIC DISTRIBUTION LINE, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to it is ordered to grant H.L.& P. an easement to elevate their existing electric lines 5 feet to allow needed clearance over the elevated railroad tracks. (Recorded in minutes in full)

23. ACCEPT OR REJECT BIDS FOR THE FOLLOWING: (1) RENOVATIONS OF DISTRICT CLERK'S OFFICES (#90-033); (2) ONE OR MORE NEW 1990 FULL-SIZE PICKUP TRUCK (90 DAY DELIVERY), (#90-034):

Accept or reject bids for renovations of District Clerk's offices:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to void bid invitation (90-033) and authorize writing new specs and re-advertise.

Accept or reject bids for one or more new 1990 full-size pickup truck:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to reject (#90-034) and authorize writing new specs & re-advertise.

RECESS:

Commissioners court recessed at 10:45 a.m.

RECONVENE:

Commissioners court reconvened at 1:30 p.m.

24. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) ONE OR MORE NEW 62 HORSEPOWER TRACTORS (#90-036); (2) PROVIDING COVERAGE FOR PUBLIC EMPLOYEES BLANKET BOND FOR FORT BEND COUNTY:

19

41 1181

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permitting Administrator/Floodplain Coordinator

3403 Avenue F
Phone: 342-3039

March 7, 1990

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

RE: Release of Bond For Sugarland Professional Plaza I
Cashier's Check #61-036208537
Approved in Court 12/18/89, Permit #81108

Dear Ms. Wilson:

This is to notify you that Sugarland Professional Plaza I 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.

If you have any questions, please contact this office.

Sincerely,

Sidney M. Shaver
Permitting Administrator

SMS:rp

41 1182

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permitting Administrator/Floodplain Coordinator

3403 Avenue F
Phone: 342-3039

RECEIVED
MAR - 7 1990

PERMIT RELEASE FORM FOR ACTIVITY WITHIN
FORT BEND COUNTY R.O.W./EASEMENT

I Marc Grant as representative for (Precinct 4), (Drainage District) have inspected the project under Permit # 81108 and find it meets plans and specifications as presented in the permit. I hereby authorize the release of the (performance bond), (letter of credit), (cashier's check), (personal check), (other), (circle one) for said permit in the amount of $ 2,000.00.

DATE 3-1-90

NOTE: See attached Engineering Department's signed inspection form.

41 1183

INSPECTION FORM

APPLICATION # 81108

The following "Notice of Proposed Cable, Conduit and/or Pole line activity in Fort Bend County" have been inspected and the as built construction conforms to appropriate regulations set by Commissioners' Court of Fort Bend County, Texas.

Karl E Baker
Engineering Department

2-9-90
Date

2/16/90

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)

12-18-89

24. 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)

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 best 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 best bid be awarded to DOVER ELEVATOR CO. for elevator maintenance for courthouse complex. (Recorded in minutes in full)

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 best bid be awarded to MASKELL-ROBINS, INC. for pipe & fittings for county landfill. (Recorded in minutes in full)

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY

41 1185

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81108

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 Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
South Bound	Williams Trace Blvd	500' South of Edgewater Blvd	90'	x			
North Bound	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 Nearest Intersection	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
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Charles H. Turner
(Signature)

NAME & TITLE Charles H. Turner, Joint Venture
(Please Print)

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

41 1186

AS PER ORIGINAL

Texas Commerce Bank
NATIONAL ASSOCIATION
SELLING AGENT

HOUSTON, TEXAS 77252
Member FDIC

OFFICIAL CHECK

61-036208537

DATE 13 89

REMITTER Sugarland Professional Plaza I

PAY TO THE ORDER OF **Fort Bend County**.

TEXAS COMMERCE BANK, N.A. 2000000 **2,000.00**

A 10 day waiting period and an indemnifying Bond is required to replace this check.

ISSUED BY AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. Englewood, Colorado
FIRST INTERSTATE BANK OF DENVER, N.A. DENVER, COLORADO

23-1
1020

NOT VALID OVER $10,000.00

Michael O. Wales

AUTHORIZED SIGNATURE SR. VP/CASHIER

⑆102000018⑆61 ⑈036208537⑈

bc

21

41 1187

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permitting Administrator/Floodplain Coordinator

3403 Avenue F
Phone: 342-3039

March 8, 1990

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

RE: Release of Bond For Gold Star Construction
Cashier's Check #2160000046, $2,000.00
Court Approved 2/5/90, Permit #81127

Dear Ms. Wilson:

This is to notify you that Gold Star Construction has complied with Fort Bend County's Regulations for the Laying, Construction, Maintenance and Repair of Cable, 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 to Mr. Randall Carr
Gold Star Construction
802 Country Club Dr.
Richmond, Texas 77469

If you have any questions, please contact this office.

Sincerely,

Sidney M. Shaver

Sidney M. Shaver
Permitting Administrator

SMS:rp

41 1188

INSPECTION FORM

APPLICATION # 81127

The following "Notice of Proposed Cable, Conduit and/or Pole line activity in Fort Bend County" have been inspected and the as built construction conforms to appropriate regulations set by Commissioners' Court of Fort Bend County, Texas.

Gene Freund
Engineering Department

Feb 26 1990
Date

2/16/90

Nathan Watson, Assistant Administrative, Commissioner Precinct #2 certified to the necessary posting of public hearings.

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize right-of-way agent to proceed in acquiring right-of-way along Hilltop & Wicks roads.

28. CONSIDER APPLICATION FROM HASSELL CONSTRUCTION CO. TO CONSTRUCT STREET TIE-INS INTO SOUTH LAKE VILLAGE DR., VANTAGE POINT DR., & GRAND HARBOUR DR., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve permit application from Hassell Construction Co. to construct street tie-ins into South Lake Village Dr., Vantage Point Dr., & Grand Harbour Dr., Pct. 3. Performance bond in the amount of $18,000 was presented to the Court. (Recorded in minutes in full)

29. CONSIDER APPLICATION FROM JAHO, INC. TO INSTALL A WATERLINE UNDER CROSSLAKE BLVD., PCT. 4:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Jaho, Inc. to install a water line under Crosslake Blvd., Pct. 4. Performance bond in the amount of $3,252.81 was presented to the Court. (Recorded in minutes in full)

30. CONSIDER APPLICATION FROM PRIME CABLE TO LAY CABLE UNDER PALM ROYALE BLVD., DEER RUN BEND & COLONY WOODS CT., PCT. 4:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Prime Cable to lay cable under Palm Royale Blvd., Deer Run Bend & Colony Woods Ct., Pct. 4. (Recorded in minutes in full)

2-5-90

31. CONSIDER APPLICATION FROM GOLD STAR CONSTRUCTION TO PROVIDE ACCESS ACROSS COUNTY PARKING LOT BACKED UP TO 212 HOUSTON ST., PCT. 1:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Gold Star Construction to provide access across county parking lot backed up to 212 Houston St., Pct. 1. Cashier's check in the amount of $2,000 was presented to the Court. (Recorded in minutes in full)

32. CONSIDER APPLICATION FROM EXXON CORP. TO REPLACE A WOODEN BRIDGE WITH A CULVERT CROSSING DITCH II-C-A, PCT. 1 & 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Exxon Corp. to replace a wooden bridge with a culvert crossing Ditch II-C-A, PCT. 1 & 2. (Recorded in minutes in full)

33. CONSIDER APPLICATION FROM REDDICO CONSTRUCTION TO INSTALL STORM SEWER AND SANITARY SEWER LINES UNDER WESTHEIMER PARKWAY & PEEK RD., PCT. 3:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve permit application from Reddico Construction to install storm sewer and sanitary sewer line under Westheimer Parkway & Peed Rd., Pct. 3. Performance bond in the amount of $4,400 was presented to the Court. (Recorded in minutes in full)

41 1190

AS PER ORIGINAL

NCNB Texas

Cashier's Check

2160000046

Houston Banking Center
700 Louisiana Street • Houston, Texas 77002

REMITTER Randall Carr/
DBA Gold Star
Construction

NCNB TEXAS NAT. BK. 200000CTS

DATE January 25, 1990

$***2000.00***

PAY TO THE ORDER OF: **Fort Bend County**

TELLER S Sluss

AMOUNTS $50,000.00 AND OVER REQUIRE TWO SIGNATURES

Shirley Kocsch. AC

AUTHORIZED SIGNATURE(S)

⑈2160000046⑈ ⑆113000023⑆ ⑈4140264989⑈

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)

41 1191

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 81127

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

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

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

General Description

Access across County Parking lot Backed up to 212 Houston St. No work to be performed to the County, work is for Friendship Assembly of God Church, SEE ADDITIONAL INFORMATION 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: GOLD STAR CONSTRUCTION
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Randall Carr
(Signature)

NAME & TITLE RANDALL CARR (OWNER)
(Please Print)

DATE: 2/25/90
ADDRESS: 802 Country Club Dr.
(Street/P.O. Box)

Richmond Tx 77469
City State Zip

TELEPHONE NO: 341-0128

41 1192

COUNTY OF FORT BEND

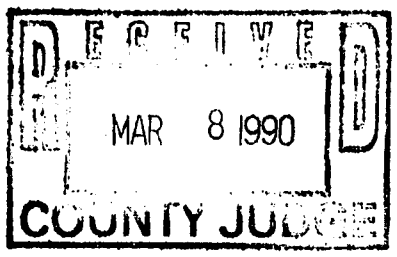
Engineering Department

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

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

March 8, 1990



Honorable Judge Jodie Stavinoha
& Commissioners' Court of Fort Bend County
Jane Long Annex
Richmond, TX 77469

Re: Agenda Item for 3-12-90

Dear Judge Stavinoha:

The Commissioners' Court will be asked to consider granting Houston Lighting & Power Company (HL&P) an easement per the enclosed maps.

The County property involved lies within Precinct 2 and is that 60.724 acre park site which was conveyed to Fort Bend County by the Johnson Corporation (Sienna Plantation) April 21, 1986, by Deed recorded in Volume 1908, Page 591 of the "Official Records" of Fort Bend County, Texas.

Granting the easement will allow HL&P to elevate their existing electric lines 5 feet to allow needed clearance over the railroad tracks which were elevated.

The easement document has been approved as to form by Mr. Mark Price.

Sincerely,

A. J. Noto

A. J. Noto
Right-of-Way Agent

AJN/mk

enclosures

cc: 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. Attorney - Civil
Mr. Ron Drachenberg, County Engineer
file

COPY

COUNTY OF FORT BEND

41 1193

Engineering Department

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

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

October 18, 1989

Ms. Helen Ross
Commercial Specialist
Houston Lighting & Power Company
P. O. Box 1700
Houston, TX 77001

Re: HL&P's request for easement (your Job #WA-18840-A)

Dear Ms. Ross:

After investigating the project site, I find an old existing powerline that obviously has been in place for many years.

Also, the only noticible construction within the 76.6 foot easement was the fact that a new pole had replaced an old existing shorter pole in order to elevate the power lines because of the increased elevation of the existing railroad tracks.

There seems to be some doubt that an easement is needed, but if you will provide me with either a copy of the existing easement as noted on Houston Lighting & Power Company's sketch #W-87-143 or the recording information, I will have the County's legal staff review same.

Sincerely,

A. J. Noto
Right-of-Way Agent

AJN/mk

cc: Judge Jodie Stavinoha, Fort Bend County Judge
Mr. Larry Wagenbach, Fort Bend County Asst. Dist. Attorney - Civil
Mr. Ron Drachenberg, Fort Bend County Engineer
file

RECEIVED
OCT 19 1989
COUNTY JUDGE

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 4, 1989

Judge Jodie Stavinoha
Fort Bend County Judge
P. O. Box 368
Richmond, TX 77469

Re: Proposed Easement from Fort Bend County to Houston Lighting & Power

Dear Judge Stavinoha:

Per your request, I have enclosed maps locating the County property involved in the referenced easement.

The property lies within Precinct 2 and is that 60.724 acre tract which was conveyed to Fort Bend County by the Johnson Corporation April 21, 1986, by "Deed" recorded in Volume 1908, Page 591 of the "Official Records" of Fort Bend County, Texas.

This matter can be placed on the Agenda at any time.

Sincerely,

A. J. Noto
Right-of-Way Agent

AJN/mk

enclosures

cc: Mr. Ron Drachenberg, Fort Bend County Engineer
file

41 1195

AS PER ORIGINAL

The Light company
Houston Lighting & Power

P.O. Box 1700 Houston, Texas 77001 (713) 228-9211

September 22, 1989

The Honorable Jodie E. Stavinoha
Fort Bend County Judge
P.O. Box 368
Houston, Texas 77469

RE: ACQUISITION OF DISTRIBUTION EASEMENTS
A. T. & S. F. Railway - 6200 Briscoe #6

Dear Judge Stavinoha:

We are forwarding to you at this time Houston Lighting & Power Company's standard form easement for execution. Please examine this document and should find it acceptable, execute this instrument by signing on page two and having your signatures notarized in the space provided.

Once this document has been executed and returned to our office, Houston Lighting & Power Company will have acquired the easements necessary to provide service to A. T. & S. F. Railway. Enclosed is a return envelope for your mailing convenience.

Should you have any questions or wish to discuss this document in further detail, I may be reached at 728-6464. Your earliest attention to the execution and return of this instrument would be appreciated.

Sincerely,

Helen Ross
Commercial Specialist

HJR:lws

Enclosure

RECEIVED
SEP 26 1989
COUNTY JUDGE

HL&P 5484 (6-85) 9012079

22

2195 478
41 1196

EASEMENT

Job No. WA18840A

Map No. 4946

PS No. 605

Zone WEST-H.O. Clarke
APA/jlj 6/27/89

STATE OF TEXAS }
COUNTY OF FORT BEND }

KNOW ALL MEN BY THESE PRESENTS:

THAT, FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas

(herein called Grantor, whether one or more), for and in consideration of One Dollar ($1.00) to Grantor paid by Houston Lighting & Power Company (herein called Grantee, P. O. Box 1700, Houston, Texas 77001), has granted and does, by these presents, grant unto said Grantee, its successors and assigns, an easement for electric distribution facilities (consisting of all necessary and desirable equipment and appurtenances) at, below and from ground level upward located on, under, over and across the following described lands in Fort Bend County, Texas, to wit:

That certain 60.724 acres of land located within the Thomas Barnett League, Abstract 7, in Fort Bend County, Texas, described in a deed to Fort Bend County, Texas by The Johnson Corporation, dated April 21, 1986, and recorded in Volume 1908, Page 591, of the Deed Records of said County and State.

The easement herein granted is ten (10) feet in width and 76.6 feet in length, the location of the centerline of which is shown by a dot-dash symbol on Sketch NO. W-87-143, revised February 12, 1988, attached hereto and made a part hereof, and unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground level and extending upwards, located on both sides of and adjoining said ten (10) feet wide easement.

The herein granted easement shall apply only in so far as the boundaries of the above described property will permit.

Grantee shall also have rights of ingress and egress to or from said easement, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing said electric distribution facilities, together with the additional right to remove from said easement and land adjoining thereto, all bushes, trees and parts thereof or other structures which, in the opinion of Grantee, endanger or may interfere with the efficiency, safety and proper operation and maintenance of said electric distribution facilities.

Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 12 day of March, 19 90

FORT BEND COUNTY, TEXAS

ATTEST

BY: Jodie E. Stavinoha
(Signature) County Judge

Dianne Wilson
DIANNE WILSON
COUNTY CLERK

JODIE E. STAVINOHA
(Name typed or printed)

Return to Elide

AS PER ORIGINAL 2195 479

41 1197

Job WA18840A
Map 4946
PS 605
SC WEST-HOC
APA/jlj 6/27/89

STATE OF TEXAS X

COUNTY OF X

This instrument was acknowledged before me on March 12, 1990 by [redacted] Sydney E. Schwinke, County Judge of Fort Bend County, Texas, on behalf of said county.

NOTARY PUBLIC STATE OF TEXAS

SHARON A. CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-4-91

(Notary's Signature) Sharon A. Chapman

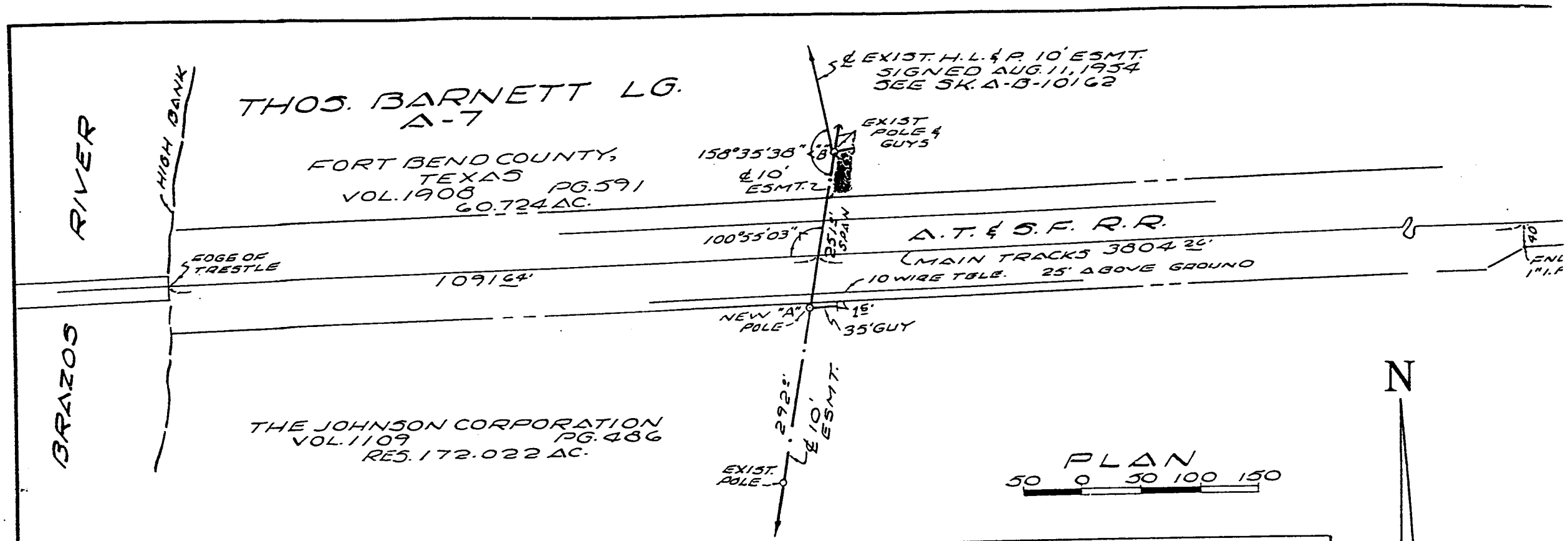
Notary Public State of Texas

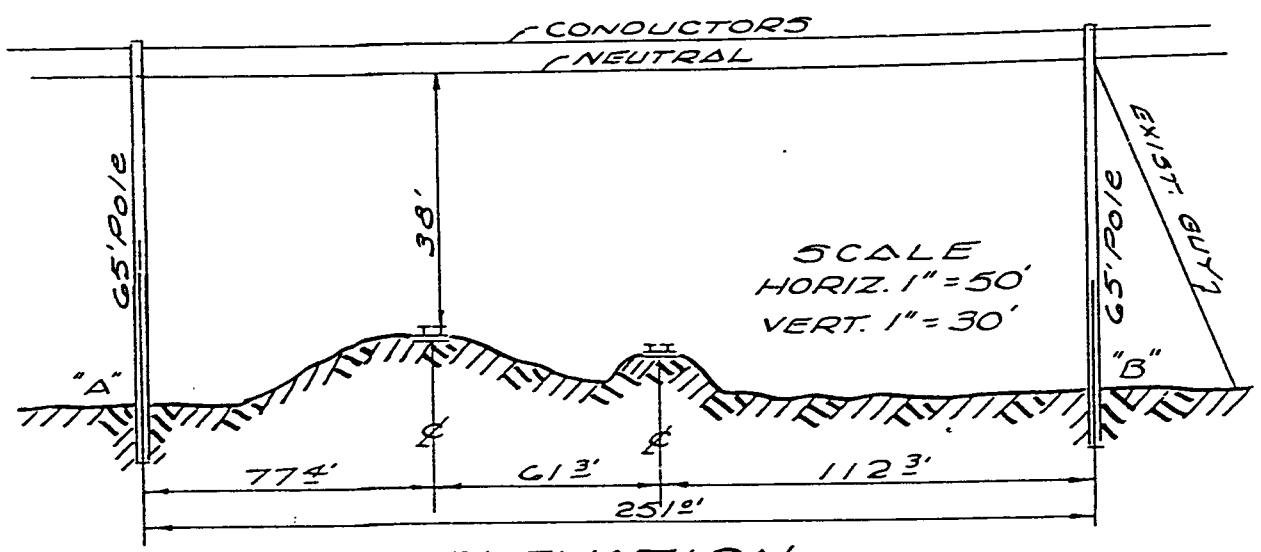
Notary's Name, Printed, Typed or Stamped

Commission Expires: 6-4-91

2195 480
41 1198

AS PER ORIGINAL





ELEVATION

MATERIALS

CONDUCTOR - 3ϕ, 3#4 AR.

NEUTRAL - 1#2 AAAC

INSULATORS - CLEVIS & POST TYPE

POLES - 65' CLASS 2

CROSS ARM - 4' - STEEL

VOLTAGE - 12 KV

STATE OF TEXAS
ROBERTO GARZA
2031
REGISTERED PUBLIC SURVEYOR

10-15-8

NOTE:

THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING

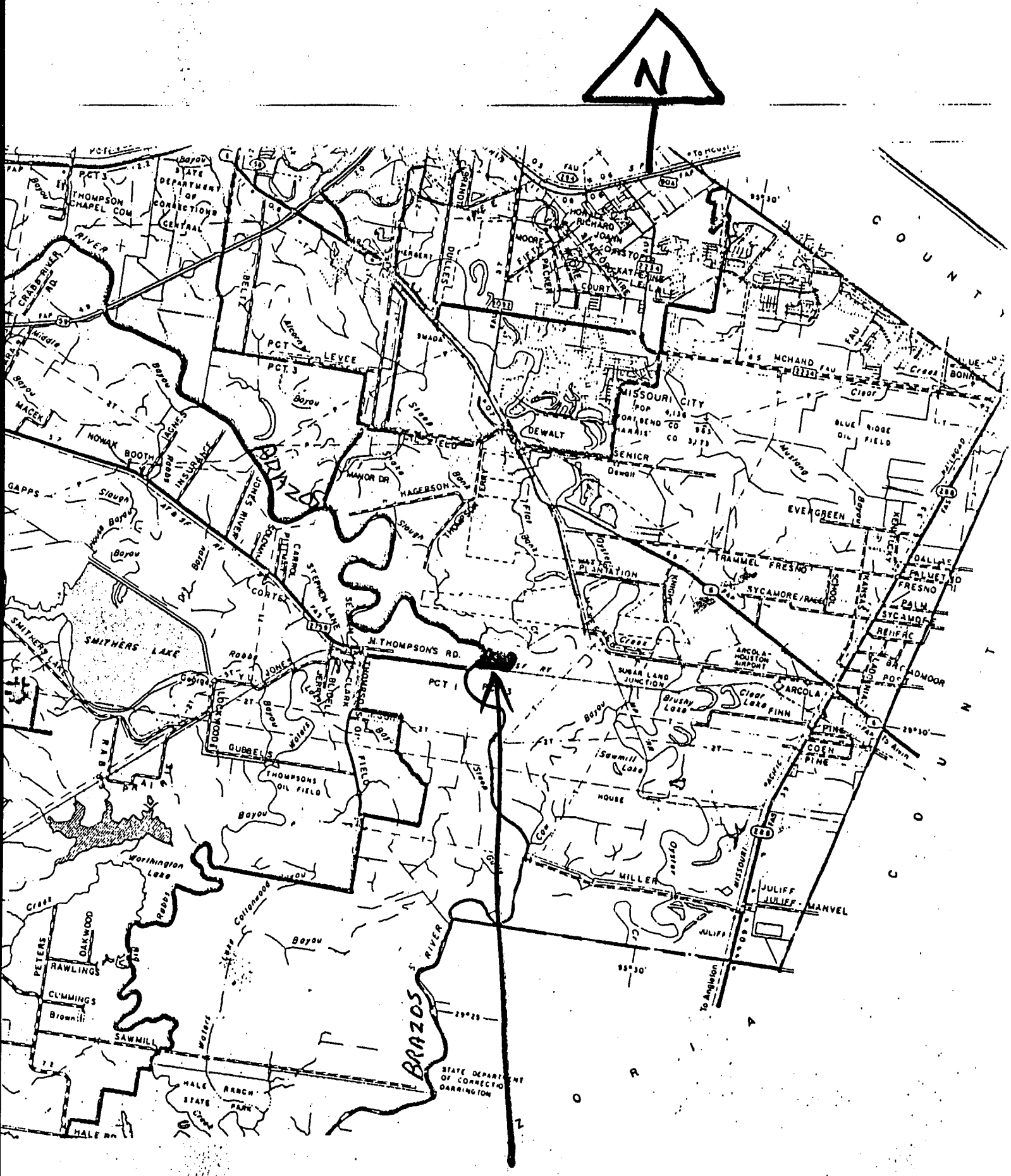
REVISIONS	NO. 1	NO. 2
JOB NO.	WA 18840A	
REVISED BY	ω	
DATE	2-12-88	
CHECKED BY	[illegible]	

EASEMENT - UNOBSTRUCTED & AERIAL CROSSING A.T.&S.F. R.R.
COUNTY, FT. BEND
DATE: OCT. 13, 1987 SCALE 1" = AS SHOWN

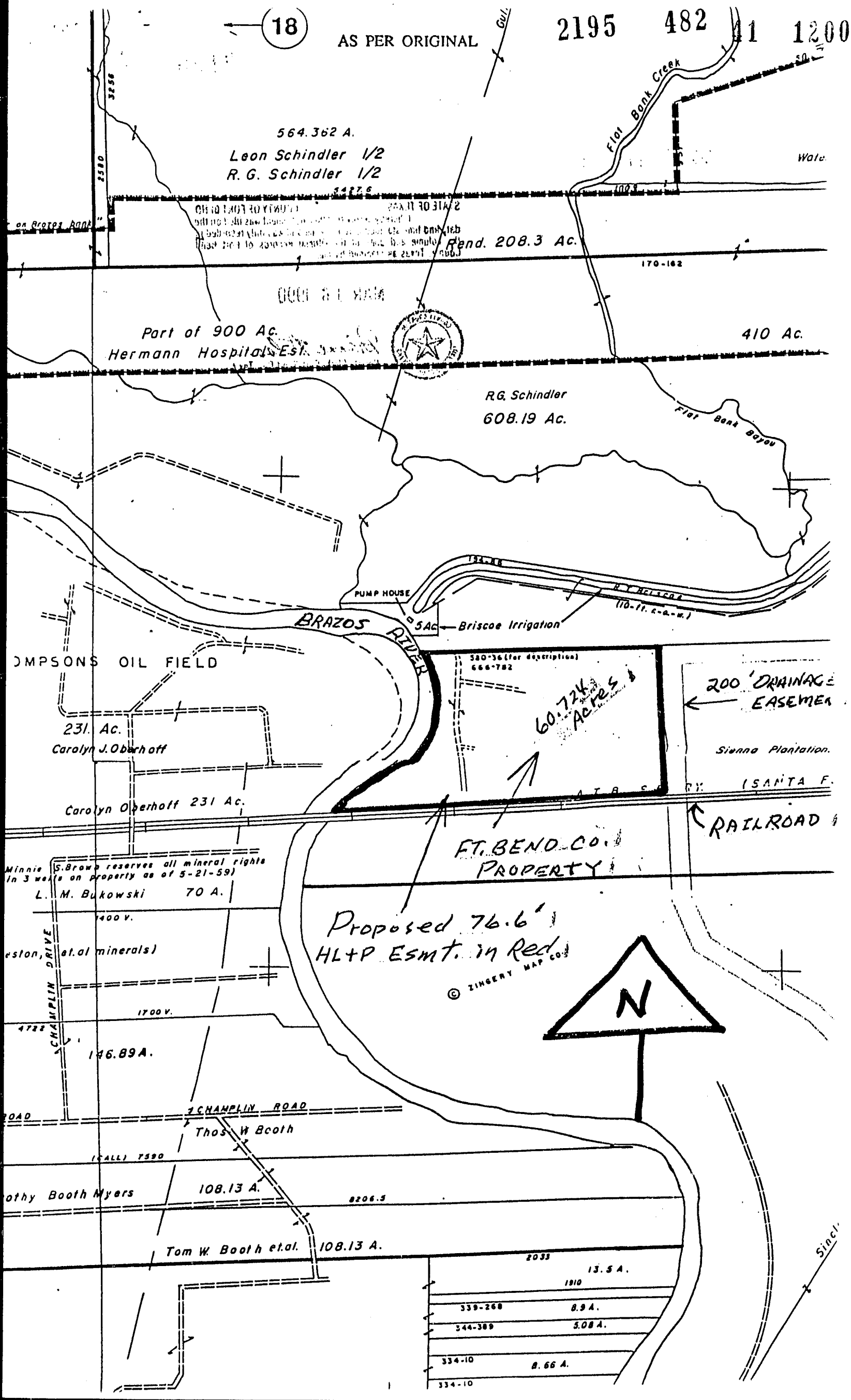
DRAWN [illegible] CHECKED [illegible]

HOUSTON LIGHTING & POWER CO.
HOUSTON, TEXAS
ENGINEERING DEPARTMENT
SKETCH NO. W-87-143

2195 481
41 1199
AS PER ORIGINAL



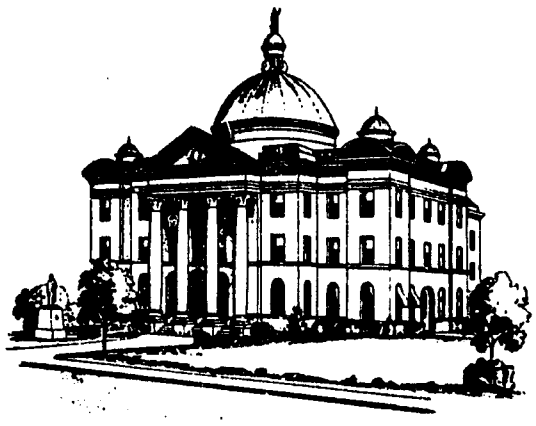
Location of Ft. Bend Co.
60.724 Ac. Tract



18
AS PER ORIGINAL
2195 482 11 1200
564.362 A.
Leon Schindler 1/2
R. G. Schindler 1/2
Flat Bank Creek
Rend. 208.3 Ac.
170-162
Part of 900 Ac.
Hermann Hospital Est.
410 Ac.
R.G. Schindler
608.19 Ac.
Flat Bank Bayou
PUMP HOUSE
5Ac
Briscoe Irrigation
BRAZOS RIVER
OMPSONS OIL FIELD
580-36 (for description)
666-782
60.724 Acres
200' DRAINAGE EASEMEN
231. Ac.
Carolyn J. Oberhoff
Sienna Plantation.
Carolyn Oberhoff 231 Ac.
RAILROAD
FT. BEND CO. PROPERTY
Minnie S. Brown reserves all mineral rights in 3 wells on property as of 5-21-59)
L. M. Bukowski 70 A.
1400 V.
Proposed 76.6' HL+P Esmt. in Red
© ZINGERY MAP CO.
N
CHAMPLIN DRIVE
1700 V.
146.89 A.
CHAMPLIN ROAD
Thos. W Booth
(CALL) 7590
othy Booth Myers
108.13 A.
8206.5
Tom W. Booth et.al.
108.13 A.
2033
13.5 A.
1910
339-268
8.9 A.
344-389
5.08 A.
334-10
8.66 A.
334-10

41 1201

Office of
JODIE E. STAVINOHA
County Judge



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

STATE OF TEXAS COUNTY OF FORT BEND

September 27, 1989

TO: RON DRACHENBERG, COUNTY ENGINEER

FROM: JODIE E. STAVINOHA, COUNTY JUDGE

Please research the attached and let myself or Norma know what location/precinct this is in and when it should be on the Court agenda.

23/1

RENOVATIONS OF THE FORT BEND COUNTY DISTRICT CLERK'S OFFICES. BID #90-033

41 1202

NO BIDS RECEIVED.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: February 18, 1990 and February 25, 1990.

INDIVIDUAL NOTICES MAILED: 37

BID PACKETS PICKED UP OR MAILED: 8

BIDS RECEIVED: 0

41 1203 23/2

PURCHASE OF ONE (1) OR MORE NEW 1990 FULL SIZE PICKUP TRUCKS (90 DAY DELIVERY).
BID #90-034

COMPANY	BID PRICE
Knapp Chevrolet P.O. Box 4179 Houston, Texas 77210	*$11,930.00
Lawrence Marshall Chev-Olds P.O. Box 983 Hempstead, Texas 77445	*$13,159.51

* Bids do not meet specifications: Bid specs call for a 3-speed automatic transmission with overdrive, bidding 3-speed automatic without overdrive.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: February 18, 1990 and February 25, 1990.

INDIVIDUAL NOTICES MAILED: 48

BID PACKETS PICKED UP OR MAILED: 6

BIDS RECEIVED: 2

Open bids for one or more new 62 horsepower tractors:

The following bids were presented to Commissioners Court for review.

A)	BROOKSIDE EQUIPMENT SALES	$ 15,860.00
B)	CONLEY-LOTT NICHOLS MACHINERY	no bid
C)	J.I. CASE CO., DBA CASE POWER & EQUIP.	$ 14,644.00
D)	STEWART AND STEVENSON SERVICES	no bid
E)	NORTHGATE OUTDOOR POWER	$ 14,200.00

Open bids for coverage for public employees blanket bond for Fort Bend County:

The following bid was presented to Commissioners Court.

A) GRAYLESS INSURANCE CO.

25. 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, Auditor. (Recorded in minutes in full)

26. ADJOURNMENT:

Commissioners Court adjourned at 1:45 p.m. Monday, March 12, 1990.

PURCHASE OF ONE (1) OR MORE NEW SIXTY TWO (62) HORSEPOWER TRACTORS
BID NUMBER 90-036

COMPANY	
AFFOLTER CONTRACTING CO., INC.	
BADO EQUIPMENT CO., INC.	
BEDORD SERVICES CO., INC.	
BOMAG U.S.A., INC.	
BROOKSIDE EQUIPMENT SALES, INC.	$ 15,860.0
C. JIM STEWART & STEVENSON, INC.	
CAY POWER PRODUCTS CO.	
CONLEY-LOTT NICHOLS MACHINERY COMPANY	NO BID
EAGLE LAKE IMPLEMENT CO., INC.	
GULF MACHINERY CO., INC.	
HARJO INTERNATIONAL, INC.	
HARVEY'S SOUTHWESTERN MATERIALS, INC.	
HI-WAY EQUIPMENT CO., INC.	
HOUSTON HEAVY EQUIPMENT, INC.	
INDUSTRIAL ENGINES & ACCESSORIES	
INTERNATIONAL CYLINDER MFG.	
J.I. CASE CO., DBA CASE POWER & EQUIPMENT	$ 14,644.00
MLS ASSOCIATES	
MORT HALL FORD	
MUSTANG TRACTOR & EQUIPMENT CO.	
POWERSCREEN TEXAS, INC.	
PRECO MACHINERY SALES, INC.	
QUALITY HOT-MIX, INC.	
R.B. EVERETT & CO.	
ROMCO, INC.	
SAFETY LIGHTS COMPANY	
SOUTH TEXAS EQUIPMENT CO., INC.	

PURCHASE OF ONE (1) OR MORE NEW SIXTY TWO (62) HORSEPOWER TRACTORS
BID NUMBER 90-036

COMPANY	
STEWART AND STEVENSON SERVICES, INC.	NO BID
THE R.J. MILLER CO., INC.	
WACKER CORPORATION	
WAUKESHA-PEARCE INDUSTRIES, INC.	
NORTHGATE OUTDOOR POWER	$ 14,200.00

PURCHASE OF ONE (1) OR MORE NEW SIXTY TWO (62) HORSEPOWER TRACTORS
BID NUMBER 90-036

COMPANY
AL'S SMALL ENGINES
ALAMO GROUP
ALVIN EQUIPMENT CO., INC.
AZTEC RENTAL CENTER, INC.
BOETTCHER-HLAVINKA CO.
BROOKSIDE EQUIPMENT SALES, INC.
JIM STEWART & STEVENSON, INC.
CAY POWER PRODUCTS CO.
COPY PLUS SYSTEM, INC.
D & N PARTS & EQUIPMENT, INC.
EAGLE LAKE IMPLEMENT CO., INC.
EAST BERNARD IMPLEMENT, INC.
FILING SERVICE CENTER, INC.
GOLDTHWAITE'S OF TEXAS, INC.
GRILLO LAWN EQUIPMENT & TRACTORS
INDUSTRIAL ENGINES & ACCESSORIES
INTERNATIONAL CYLINDER MFG.
J.I. CASE CO., DBA CASE POWER & EQUIPMENT
J.I. CASE COMPANY DBA CASE POWER & EQUIPMENT
JOHNSON AND ROACH TRACTOR CO.
LAMAR TRACTOR COMPANY
LONE STAR RENTALS, INC.
MLS ASSOCIATES
PRECO MACHINERY SALES, INC.
PROSYS INTERNATIONAL, INC.
RICE BELT IMPLEMENT COMPANY, INC.
ROSENBERG FORD TRACTOR

PURCHASE OF ONE (1) OR MORE NEW SIXTY TWO (62) HORSEPOWER TRACTORS
BID NUMBER 90-036

COMPANY
SHOPPA'S FARM SUPPLY COMPANY
TWIN CEDAR MAINTENANCE
WASHINGTON CO. TRACTOR, INC.

25

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990

41 1209

On this the 12 day of March, 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

Now, therefore, be it resolved upon the motion of Commissioner Pressley, Seconded by Commissioner O'Shieles, 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: _____

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 May 24, 19 90.

STARTING WITH
FILM CODE NO. 41 - 1055

ENDING WITH
FILM CODE NO. 41 - 1209

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Eva Loya
Eva Loya 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 11 DAY OF JUNE, 19 1990.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 1212.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, MARCH 19, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 12, 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 approval of contract with Lovett Underwood Neuhaus & Webb as financial advisors; and approve bond offering documents and authorize financial advisors to advertise the sale of bonds for Library Bond Project.

7. Constable Ray Breeding, Pct. 2, re: (1) request approval of reserve deputies Tracy Dwayne Norris, Anthony Gross & Darrin Lewis; (2) accept and rebudget checks from Rocky's Police Equipment for $140.70 and from Geico Insurance Group for $462.52; (3) approve lease agreement for office space.

8. Consider expansion of phone system for Juvenile Probation Dept.

9. Consider moving Courthouse Complex "System 75" phone equipment from Jane Long Building to William B. Travis Building.

10. Consider quit claim deed for abandonment of right-of-way dedicated but not implemented on Vernon W. Frost Ranch, Pct. 4.

11. Consider request from Southeast Texas Housing Finance Corp. to approve 1990 revenue refunding bonds & 1990 single-family housing bonds.

12. Consider approval of agreement between Fort Bend County and Moreland, Black & Manning Inc. for administation of Sec. 125 Flex Plan.

13. Discuss and consider schedule of payments to Economic Dev. Council.

14. Consider approval of invoices from Ann Knauth & Associates for professional design services for east-end annex.

15. Consider request for extended sick leave for Pct. 4 employee.

16. Consider reclassification of Pct. 1 employee.

17. Consider approval of 4% price increase for Arsenal brand herbicide per escalation clause in bid #89-062.

18. Take action on bid #90-036 for 1 or more new 62 h.p. tractors.

19. 10:00 a.m. - Hold public hearing for changing name of Canal Rd. to Beechnut in Pct. 3, and consider taking action.

20. Consider applications from H.L.&P. to lay conduit under several roads in South Lake Village, Sec. 1,2,3in Pct. 3.

21. Consider applications from Prime Cable to lay cable under/along Maykirk St., Dargail St., South Fry Rd., West Bellfort, Pct. 3 and under/along Alcorn Oaks Dr., Elkins Rd., Palm Royale & Sweetwater Blvd., Pct. 4.

22. Consider application from Seismograph Service to lay cable at several locations in Pct. 1 & 2.

23. Consider application from Optimal Geophysical to lay cable at several locations in Pct. 1, 2, 3 & 4.

24. Consider releasing performance bond to Star Cable Co. for work completed along Vincik-Ehlert Rd. & Isleib Rd., Pct. 2.

25. Consider reclassification of Pct. 2 employee.

26. Meet in Closed Session to discuss litigation (Postier vs. Laidlaw) and personnel (dept. head evaluations), as authorized by Art. 6252-17, Sec. 2(e,g) V.T.C.S., and consider taking action.

27. 1:30 p.m. - Open and consider bids for the following: (1) purchase & delivery of a 3300 SCFM max. flow utility flare package for County Landfill, Rosenberg (#90-035); (2) two or more new 1990 7,200# GVWR min. pickup trucks (#90-037).

28. Approve bills.

29. Adjournment.

FILED FOR RECORD
TIME 2:50 ~~A.M.~~ P.M.

MAR 15 1990

Diane Wilson
County Clerk, Fort Bend Co Tx

Jodie E. Stavinoha, County Judge

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, March 15, 1990 at 3:00 p.m. by D. Lindsey.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
JANE LONG ANNEX, RICHMOND, TEXAS
MONDAY, MARCH 19, 1990
11:00 O'CLOCK A.M.

1. Consider Coastal Plains Soil & Water Conservation District request for financial assistance (funds available).

2. Discuss and consider request by Pate Engineers, Inc. for supplemental services to complete Mustang Bayou implementation program.

3. Discuss and consider cooperating with Richmond and Rosenberg in making a joint application to the Texas Water Development Board for a regional planning grant for the Rabbs Bayou Watershed.

4. Discuss monthly report.

5. Adjournment.

FILED FOR RECORD
TIME 2:50 ~~A.M.~~ P.M.
MAR 15 1990
Diane 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, March 15, 1990 at 3:00 p.m. by M. Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 19TH day MARCH, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session 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. APPROVE MINUTES OF MEETINGS OF MARCH 12, 1990:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of March 12, 1990.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out of town travel request for LIBRARY, TAX ASSESSOR/COLLECTOR, DISTRICT ATTORNEY, TREASURER, and COMMISSIONER PRECINCT #1. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve maintenance agreement with Kopi-R for County Engineering Dept.; Copier Specialist for Constable Pct. 2. (Recorded in minutes in full)

6. CONSIDER APPROVAL OF CONTRACT WITH LOVETT UNDERWOOD NEUHAUS & WEBB AS FINANCIAL ADVISORS; AND APPROVE BOND OFFERING DOCUMENTS AND AUTHORIZE FINANCIAL ADVISORS TO ADVERTISE THE SALE OF BONDS FOR LIBRARY BOND PROJECT:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract with Lovett Underwood Neuhaus & Webb as Financial Advisor for Fort Bend County. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve bond offering documents and authorize the sale of bonds for Library Bond project.

41 1216

RECEIVED
MAR 15 1990
COUNTY JU

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:

W. Von-Maszewski

DATE OF DEPARTURE: April 12, 1990

DATE OF RETURN: April 14, 1990

DESTINATION: Texas A & I Univeristy, Kingsville, TX

PURPOSE OF TRIP: To attend Texas Folklore Society meeting.

MODE OF TRANSPORTATION: personal auto

****

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

DATE: 3-9-90

R. S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Thurmond

Date 3/19/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1217

RECEIVED
MAR 16 1990
COUNTY JUDGE

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:

Jennifer Smerek

Cheryl Zwahr

DATE OF DEPARTURE: April 11, 1990

DATE OF RETURN: April 11, 1990

DESTINATION: University of Houston Central Campus

PURPOSE OF TRIP: To attend a seminar entitled "Library Technical Services: An Introduction for Support Personnel".

MODE OF TRANSPORTATION: personal auto

****

DEPARTMENT HEAD APPROVAL: Jane Powell / Library
Name & Department

DATE: 3/14/90

Jane Powell
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stevenson

Date 3/19/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

RECEIVED
MAR 14 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

MARSHA P. GAINES

Period: Date of Departure APRIL 3, 1990

Date of Return APRIL 7, 1990

Purpose of Trip: TAAO SCHOOL -COURSE 365

Places to be Visited: AUSTIN, TEXAS

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

Marsha P. Gaines
Name

MARCH 13, 1990
Date

TAX ASSESSOR/COLLECTOR
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3/19/90
Date

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

RECEIVED
MAR 16 1990
41 1219
COUNTY JUDGE

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:

MARSHA P. GAINES

PAM WITTNEBEN

Period: Date of Departure MAY 5, 1990

Date of Return MAY 9, 1990

Purpose of Trip: TAX ASSESSORS-COLLECTORS ASSOCIATION CONFERENCE

Places to be Visited: EL PASO, TEXAS

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

Marsha P. Gaines
Name

MARCH 15, 1990
Date

TAX ASSESSOR/COLLECTOR
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

3/19/90
Date

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

41 1220

COUNTY OF FORT BEND

RECEIVED MAR 12 1990 COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

Susan Smith and
Rose Mary Galvan

Period: Date of Departure May 28, 1990

Date of Return June 2, 1990

Purpose of Trip: NDAA/APRI Sexual Assault Seminar - Huntsville, Tx

Places to be Visited:

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

Name

3-8-90
Date

Criminal District Attorney
Title

* *

Approved: Commissioners' Court

County Judge

3/19/90
Date

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

41 1221

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:

Kathy Hynson

DATE OF DEPARTURE: March 22, 1990

DATE OF RETURN: March 23, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: TexPool Meeting

MODE OF TRANSPORTATION: personal auto

****

DEPARTMENT HEAD APPROVAL: Kathy Hynson, County Treasurer
Name & Department

DATE: 3/19/90

Signature Kathy Hynson

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/19/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1222

MAR 13 1990

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:

Kathy Hynson

DATE OF DEPARTURE: April 15, 1990

DATE OF RETURN: April 20, 1990

DESTINATION: College Station, Texas

PURPOSE OF TRIP: Attend County Treasurer's Seminar

MODE OF TRANSPORTATION: Auto

****

DEPARTMENT HEAD APPROVAL: Kathy Hynson, County Treasurer
Name & Department

DATE: 3/12/90

Kathy Hynson
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/19/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1223

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 13 1990
COUNTY JU

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: May 14, 1990

DATE OF RETURN: May 16, 1990

DESTINATION: Radisson Plaza Hotel --- Austin, Texas

PURPOSE OF TRIP: to attend annual seminar on local government offered by Bickerstaff, Heath & Smiley

MODE OF TRANSPORTATION: personal vehicle

****

DEPARTMENT HEAD APPROVAL: Commissioner R. L. O'Shieles
R & B Pct #1 Fort Bend County
Name & Department

DATE: 03-12-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/19/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1224

FORT BEND COUNTY

TRAVEL AUTHORIZATION

RECEIVED MAR 13 1990 COUNTY

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: June 26, 1990

DATE OF RETURN: June 30, 1990

DESTINATION: Kerrville, Texas

PURPOSE OF TRIP: to attend 1990 Annual Convention of the South Texas County Judges and Commissioners Association

MODE OF TRANSPORTATION: Personal Vehicle

****

DEPARTMENT HEAD APPROVAL: Commissioner R. L. O'Shieles R&B Pct #1
Name & Department

DATE: Mar 12, 1990

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 3/19/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

#5

KOPI-R SERVICE

P.O. Box 205
Rosenberg, Texas 77471

CUSTOMER SERVICE MAINTENANCE AGREEMENT

Copier Products 41 1225

THIS AGREEMENT IS ENTERED AS OF THE DATE SET FORTH BELOW IN THE SPACE CALLED "DATE" BY AND BETWEEN KOPI-R SERVICES AND CUSTOMER IDENTIFIED BELOW AND IS FOR THE TERM INDICATED BELOW IN THE "M.A. START" AND "M.A. EXPIRE" BOXES.

Date	Purchase Order/Cust. Order #	Tax Exempt #	M.A. Start	M.A. Expire
3-6-90		YES	3-6-90	3-5-91

BILL TO

FORT BEND COUNTY ENGINEERING
P O BOX 1449
ROSENBERG TEXAS 77471
(713) 342-3039

EQUIPTMENT LOCATION (If different from "Bill To")

Qty	PC	UA	Model	Description	Serial #	Allowable Copies	Excess per Copy Charge	Meter Start	Unit Price
1			7750	SHARP	86219409	80K	.0198	91,696	$920.00
1			SF466	SHARP	71601398				100.00
1			SF413	SHARP	70501723				100.00

This Customer Service Maintenance Agreement including the terms and conditions on the reverse side hereof contains the entire agreement between the Parties with regards to the subject matter hereof. KOPI-R SERVICE shall in no event be liable for any special incidental or consequential damages . For loss, damages or expense directly or indirectly arising from customer's use of or inability to use the equipment either separately or in combination with any other equipment or from any other cause.

KOPI-R SERVICE makes no express or implied warranties and all other warranties are excluded including those of merchantability, fitness for a particular purpose or otherwise.

Only the Vice-President of KOPI-R SERVICE has the authority to alter the terms and conditions of this agreement and any alteration or modification hereto shall have no force and effect unless approved in writing by the Vice-President OF KOPI-R SERVICE.

PLUS	State Tax	County Tax	City Tax	Other

Cash Payment

CUSTOMER PLEASE NOTE: The term of this Agreement is based on a certain period of time and a specific number of allowable copies. Please see paragraph #1 of the Terms and Conditions on the reverse hereof.

Subtotal	$1,120.00
Total Tax	EXEMPT
Total Credits	
Invoice Total	$1,120.00

A Maintenance Agreement is not desired. KOPI-R SERVICE is requested to provide service on a per call basis at KOPI-R SERVICE prevailing rate at the time service is requested.

FOR PER CALL SERVICE SIGN HERE

Customer Signature

Title

Date

This Agreement has no force unless executed by the Vice President, KOPI-R SERVICE.

Vice President, KOPI-R SERVICE

Date

CUSTOMER ACCEPTANCE

This Agreement, consisting of the terms and conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures.

Julie E. Stavinoha

Customer Signature

Title County Judge

Date 3/19/90

41-1225-A

MAINTENANCE AGREEMENT --- Terms and Conditions

For the purpose of maintaining the equipment covered by this Agreement in good operating condition within manufacturing specifications Kopi-R agrees to perform maintenance service in accordance with the following terms and conditions.

1. The term of this Agreement is based upon the anticipated customer usage as shown in the "Allowable Copiers" box of the Agreement. Allowable copies are accumulated from the meter reading on the M.A. start date. Should the number of allowable copies shown be exceeded prior to the M.A. expiration date, customer agrees to pay the current excess copy charge for each copy in excess of allowable copies. Invoices for excess copy charges will be tendered at the time of service and at the M.A. expiration date, and shall be payable by the customer upon receipt.

2. Customer may, alternatively, upon exceeding the allowable copies prior to the M.A. expiration date, request that a new Agreement be written with the new M.A. start and M.A. expiration date effective the date on which the allowable copies of the previous Agreement were exceeded.

3. The customer option in Paragraph 2 above shall be void if customer has not paid all previous tendered invoices. In addition, Kopi-R reserves the right to terminate this Agreement.

4. Emergency service calls will be performed at no extra charge providing such calls are made during normal business hours. Overtime charges, at Kopi-R then current rate, will be charged on all service calls made outside normal business hours. Normal business hours are herein defined to mean 8:30 am to 5:00 pm, Monday through Friday, exclusive of Holidays.

5. This agreement covers all routine, remedial and preventive maintenance service.

6. With the exception of consumable parts, all parts are included under this Agreement. Consumable parts are: photoreceptor drum and cleaning roller.

7. Consumable supplies are not included under this Agreement. Consumable supplies are: toner, developer, filters, masters, and paper.

8. Electrical work external to the equipment and equipment line cord is not covered by this Agreement.

9. Certain copiers must be installed according to specific requirements in terms of space,electrical and environmental conditions. Installation requirements are defined in the Equipment Operator's Manual. Customer shall ensure that the copier is place in an area that conforms to these requirements, and is not altered or serviced by other than Kopi-R personnel.

10. Preventive Maintenance inspections will be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. These inspections will include cleaning, lubrication, calibration, adjustment, and may be made at the same time remedial service is being performed.

11. The Operator's Manual for each model copier defines specific operator responsibilities. Performance of normal operator functions as described in the Operator's Manual are not included in this Agreement, and are subject to additional charges.

12. Kopi-R Customer Service Technicians carry and deliver consumable supplies (toner, developer, etc.). It is the customer's responsibility to purchase and have the necessary supplies available for the technician's use.

13. The initial term of the Agreement shall commence on the M.A. start date. This Agreement shall be automatically renewed upon Kopi-R Maintenance rates in effect at the time of applicable renewal.

14. This Agreement does not cover service necessitated by malfunction of parts, attachments, or supplies of non OEM. Incorporated herein by reference is Kopi-R Policy Statement No. 101 which is available upon request.

15. Any customer changes, alterations, or attachments may require a change in the maintenance charges set forth herein. Kopi-R also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for Kopi-R to continue to service the equipment.

16. This Agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement.

17. In the event that any equipment is moved from the location set forth on the reverse side hereof, then at Kopi-R option the Agreement pertaining to the moved equipment may be terminated and/or may be subjected to an additional service charge.

18. This Agreement is not assignable or transferable by customer without the prior written consent of Kopi-R.

19. If, in Kopi-R's opinion, a shop reconditioning is necessary, because normal parts replacement and repair cannot keep the equipment set forth on the front side hereof in satisfactory operating condition, Kopi-R will submit a cost estimate, which, if approved by the customer, will be charged in addition to the maintenance charges herein. If the estimate is not approved by the customer, Kopi-R reserves the right to delete said equipment from this Agreement and advance payments previously paid by customer will be pro-rated giving consideration to the number of emergency service calls and inspections furnished customer to date of deletion. Any excess payments will be refunded to customer.

20. Invoices pursuant to this Agreement will be tendered at the outset of each term. All charges for services and parts hereunder and all maintenance charges shall be payable by the customer immediately upon receipt of invoice.

21. Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party giving written notice of such cancellation to the other party no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Kopi-R may cancel this Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to renewal date, if customer at any time is in breach of any term or condition herein contained. In all cases of cancellation or deletion, in whole or in part, any refund of advance payments of maintenance agreement charges herein will be pro-rated, giving consideration to the remedial or preventive maintenance service rendered, calculated at then current time and material per call rates. Kopi-R may apply any refund due to the satisfaction of any past due invoices for any other product or service.

5

AGENDA ITEM

Copier Specialists
12668 Goar Rd.
Houston, Texas 77077
Ans. (713) 933-0048
Off. (713) 556-5087

INVOICE

No: 41 1226

Date 3-4-90

P.O. No.:

SOLD TO: RAY Breeding
CONSTABLE PCT II
8923 MAIN STREET
NEED VILL TX.

SHIP TO: SAME

SHIP VIA

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
	1	Mita 122 Service Agreement	$500	
		"See Service Agreement		
		3-1-90 THRU 3-1-91		
		S/N 47227912		
		TAX	N/C	
		Charged Dex		
		Cleared Machine		
		CC# 73882 TOTAL	$500	
		Joy		
		Received Approval		
		[signature]		

41 1227

COPIER SPECIALISTS
Retail Sales and Service

Allstate Business Systems
Wholesale

12668 Goar Rd.
Houston, Texas 77077
Ans. (713) 933-0048
Off. (713) 556-5087

MICHAEL "MIKE" KENDRICK
Regional Manager

IT IS UNDERSTOOD AND AGREED that this CERTIFICATE shall serve as a GUARANTEED MAINTENANCE on your Mita 122 copier.

THIS AGREEMENT includes Interim Service Calls during normal business hours, as reasonably requested by Customer, necessitated by causes other than carelessness or improper handling and use of the equipment.

EXCLUDING damage caused by [Fire, Lightning, Riots, Floods, or Acts of "God", this SERVICE AGREEMENT covers all Parts and Labor. [EXCLUDING: Consumable Items/Photo-Conductor/Developer/Toner/Oil/Fuser/Rollers/Lamps].

THE TERM OF THIS AGREEMENT EXPIRES on 3-1-91. at which time a NEW AGREEMENT can be extended at the rate which is normal and acceptable to both Parties. This AGREEMENT is non-transferrable and can be terminated by either Party with WRITTEN NOTICE at least 30 Days prior to termination date. This AGREEMENT cannot be refunded in any part without prior WRITTEN CONSENT of COPYER SPECIALISTS.

THIS AGREEMENT shall become NULL and VOID if machine is moved from its initial location WITHOUT WRITTEN CONSENT from COPYER SPECIALIST and/or other than recommended manufactured supplies are used in the machine. This AGREEMENT is NULL and VOID if equipment is repaired or adjusted by any OTHER than a REPRESENTATIVE of COPYER SPECIALISTS.

PURCHASER shall indemnify and save Seller harmless from any and all Liability, Loss, Expense, Lawsuit Claims or Judgements arising from injury to person or property resulting or alleged from the use or transportation of the above stated equipment.

THIS AGREEMENT is payable ANNUALLY IN ADVANCE, Net Ten [10] Days from receipt of invoice.

AGREED AND ACCEPTED THIS 3 DAY OF March, 1990.

RAY BREEDING
NAME

CUSTOMER CONSTABLE PCT II
ADDRESS 8923 MAIN STR. PO BOX 751
HOUSTON, TX NEEDVILLE TX. FRESON TX
TELEPHONE 437-4741 77545

MAKE/MODEL 122 mita
SERIAL NO. # 47227912
PURCHASE ORDER NO.
METER READING 77882

#6

41 1228

LOVETT UNDERWOOD NEUHAUS & WEBB, INC.

SINCE 1907

March 15, 1990

RECEIVED
MAR 16 1990

Ms. Sharon Chapman
Fort Bend County
500 Jackson, Suite 103
Richmond, Texas 77469

Dear Sharon:

Enclosed are copies of the Preliminary Official Statement and Official Notice of Sale for the Fort Bend County $5,900,000 Bond Sale. These documents are to be distributed to Judge Stavinoha and the County Commissioners for approval at the Monday, March 19th, Commissioners Court meeting.

Also enclosed are five copies of a resolution allowing our firm, Lovett Underwood Neuhaus & Webb, to bid on the Bonds. These copies are for Judge Stavinoha and are also submitted for approval at the Commissioners Court meeting.

Should you have any questions regarding the enclosed information, please do not hesitate to contact me.

Sincerely yours,

Gregg I. Thompson

Gregg I. Thompson
Municipal Analyst

GIT:dn

909 FANNIN STREET
P.O. BOX 4348
HOUSTON, TEXAS 77210-4348
713/853-2200

LOVETT
UNDERWOOD
NEUHAUS &
WEBB, INC.

SINCE 1907

STATE OF TEXAS

COUNTY OF FORT BEND

WHEREAS, the municipal securities firm of Lovett Underwood Neuhaus & Webb, Inc. is the financial advisor (the "Financial Advisor") to Fort Bend County (the "Issuer");

WHEREAS, the Financial Advisor has informed the Issuer of its desire to bid on the Issuer's public offer and sale of $5,900,000, Permanent Improvement Bonds, Series 1990 (the "Bonds");

WHEREAS, the Issuer's Commissioners Court believes that the Issuer's best interest would be served by consenting to the Financial Advisor's right to bid on the Bonds;

NOW THEREFORE BE IT RESOLVED, that the Issuer hereby consents to the Financial Advisor's right to bid on the Bonds at public sale, either alone or as a participant in the syndicate or other similar account formed for the purpose of bidding on and purchasing the Bonds, on the same terms and conditions available to all other bidders.

AUTHORIZED this 19th day of March, 1990.

Jodie E. Stavinoha
County Judge
Fort Bend County, Texas

ATTEST:

Robert N. Grayless
County Auditor
Fort Bend County, Texas

909 FANNIN STREET
P.O. BOX 4348
HOUSTON, TEXAS 77210-4348
713/853-2200

FINANCIAL ADVISORY CONTRACT

(Form of Agreement between Political Subdivision and Financial Advisor Covering Issuance of Securities, Based on Revised Municipal Advisory Council Form C-1)

Date: January 22, 1990

TO: Commissioners Court
Fort Bend County
Fort Bend County, Texas

Gentlemen:

1. We understand that you are contemplating the issuance of $10,900,000 permanent improvement bonds authorized by the voters within Fort Bend County on November 7, 1989, and that in connection with the issuance of these securities you desire this proposal from us to perform professional services in the capacity of Financial Advisor for Fort Bend County (hereinafter called "Issuer").

2. By this proposal we offer our professional services and our facilities as Financial Advisor for the issuance and sale of the above-described securities, and in that capacity we agree to perform the following duties, and to perform such other duties, as, in our judgment, may be necessary or advisable:

   a. We will make a survey of the financial resources of the Issuer to determine the extent of its borrowing capacity. This survey will include an analysis of the existing debt structure as compared to existing and projected sources of income which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation of the Issuer, the Issuer's taxing power, and the present and estimated future taxing requirements. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the survey will take into account any outstanding obligations which are payable from the net revenues thereof, additional net revenues to arise from any proposed rate increase, and the additional net revenues as projected by your consulting engineers as a result of the improvements to be financed by the securities in question. We will also take into account your future financing needs and operations as projected by our staff and/or your consulting engineers and other experts.

   b. On the basis of the information developed by the survey described in the above and foregoing paragraph and on the basis of other information and experience available to us, we will submit our written recommendations on the financing in question. Our plan will include recommendations as to the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, and any other necessary additional security provisions designed to make the issue more attractive to investors. All recommendations will be based on our best professional judgment, with the goal of designing securities which can be sold under terms most advantageous to the Issuer and at the lowest interest cost consistent with all other considerations.

   c. We will advise you of current bond market conditions, forthcoming bond issues, other general information, and economic data which might normally be expected to influence the interest rates or bidding conditions, so that the date for the sale of the securities can be set at a time which, in our opinion, will be favorable.

   d. If it is necessary to hold an election to authorize the securities, we will, under the direction of the bond attorneys, assist in coordinating the assembly and transmittal to the bond attorneys of such data as may be required for the preparation of the necessary petitions, orders, resolutions, notices and certificates in connection with the election.

   e. We will coordinate the preparation and submission of the Official Notice of Sale, the Official Statement or Offering Statement, and such other market documents which you may require. We will also supervise preparation of the uniform bid form, containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale. We will submit to you all such offering documents, including the Official Statement, for your proper examination, approval and certification. After such examination, approval and certification we will furnish you with a supply of such documents and shall mail a set of the same to a list of prospective bidders, a copy of which list shall be submitted to you upon request. We will also supply sufficient copies of the Official Statement or Offering Statement to the purchaser of the securities in accordance with the terms of the Notice of Sale.

   f. We will make recommendations to the Issuer on the matter of bond rating(s) for the proposed issue and when directed by you shall coordinate the preparation of such information as in our opinion is required for submission to the rating agency(ies). In those cases where the advisability of personal presentation of information to the bond rating agencies may be indicated, we will arrange for such personal presentation.

g. If the securities are to be sold at public sale we will disseminate information to prospective bidders, organize such information meetings as in our judgment may be necessary, and work with prospective bidders to assist them in timely submitting proper bids. We will assist you at the bond sale for the purpose of coordinating the receipt of bids, the furnishing of good faith checks where indicated, and for the tabulation and comparison of bids. We will advise you as to the best bids and will provide our recommendation as to acceptance or rejection of such bid. As soon as a bid for the bonds shall be accepted by you, we will proceed to coordinate the efforts of all concerned to the end that the bonds may be delivered and paid for as expeditiously as possible. We shall assist you in the preparation of verification of final closing figures and when requested will provide suggestions on a program of temporary investment of bond proceeds, in consultation with the Issuer's architect or consulting engineer, consistent with the construction timetable for the project.

h. We will act as your agent in arranging for the printing of the securities, will submit same for execution and impression of seal, and we will attend to their delivery to the Attorney General for approval and the Comptroller of Public Accounts for registration, it being understood that title to and ownership of the printed securities shall remain with the Issuer until they are sold and delivered to the purchaser.

After closing we will deliver to you and your paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the obligations being delivered to the purchaser.

3. We agree to direct and coordinate the entire program of financing herein contemplated. In that connection we understand that you have retained or expect to retain _____, a firm of recognized municipal bond attorneys, who will prepare the proceedings and advise the steps necessary to be taken to issue the securities and who will issue an opinion approving their legality. We will maintain liaison with this firm of bond attorneys and shall assist in all financial advisory aspects involved in the preparation of appropriate legal proceedings and documents.

   Where the issuance and sale of the securities, and construction of the project in question, requires the approval of any state or governmental agency, we shall assist you in the preparation of all financial information required for inclusion in applications for such approval and when requested by you, shall appear on your behalf to provide appropriate testimony at public hearings before state and other governmental commissions and boards. We will also be available to participate with you in any preliminary conferences with the staffs of any state or governmental agencies involved; and we will, for qualified projects, coordinate the preparation of financial assistance applications required for state involvement.

4. In consideration for the services rendered by us in connection with the issuance and sale of the above-described securities it is understood and agreed that our fee will be as follows:

   If the Amount of Securities Issued is:

$ 0	$ 500,000	$ 8,000	Minimum
500,000	1,000,000	$ 8,000	plus $3.25 per $1,000 for all over $ 500,000
1,000,000	2,500,000	$ 9,625	plus $2.25 per $1,000 for all over $ 1,000,000
2,500,000	5,000,000	$13,000	plus $1.25 per $1,000 for all over $ 2,500,000
5,000,000	10,000,000	$16,125	plus $1.00 per $1,000 for all over $ 5,000,000
10,000,000	20,000,000	$21,125	plus $0.875 per $1,000 for all over $10,000,000
20,000,000	No Limit	$29,875	plus $0.50 per $1,000 for all over $20,000,000

   When bonds are issued in multiple installments, the fee for each installment shall be the net amount as computed from the schedule above.

   In consideration of the above fee we will assume and be responsible for the following expenses:

   Travel and communication expenses of the Financial Advisor with the exception of travel expenses resulting from presentations for bond ratings and bond insurance.

   In addition to our fee, the Issuer will be responsible for the expenses set forth below. In some cases, we may incur these expenses on your behalf, and you agree to reimburse us for such expenses.

   (a) Printing Offering Documents
   (b) Printing Bonds
   (c) Postage and Mailing of Offering Documents
   (d) Publication and Advertising Notices
   (e) Market Attorney Fees
   (f) Expenses incurred in connection with Municipal Bond Rating

Our fee and reimbursable expenses shall become due and payable simultaneously with the delivery of the securities to the purchaser. In the event the sale of securities to the purchaser does not occur, our reimbursable expense shall become due and payable within 30 days after they are incurred by us.

5. In the event any bond election is necessary, if such elections shall fail, the fee due us shall be none; however, should the same or similar propositions again be submitted for an election within twelve months from the date of the initial election, then at our option the agreement covered by this proposal shall apply to any such securities.

6. It is further understood and agreed that we are hereby authorized to reserve the right to submit a bid for the securities when offered for sale, and we do reserve such right.

7. Special Conditions. In addition to the terms and obligations herein contained, this proposal and agreement is subject to the following special conditions:

   This agreement may be terminated by us or the Issuer on thirty days written notice, and we would expect to be paid to the termination date; provided, however that this agreement may not be terminated with regard to its application to any issue of bonds which we have been authorized to advertise for sale.

8. This proposal is submitted in duplicate originals. When accepted by Issuer it will constitute the entire agreement between Issuer and the undersigned for the purpose and considerations herein specified. Your acceptance will be indicated by proper signatures of your authorized officers or representatives on both copies and the returning of one executed copy to us:

Respectfully submitted,

LOVETT UNDERWOOD NEUHAUS & WEBB, INC.

By:
Cliff L. Kavanaugh
Senior Vice President

ACCEPTANCE

ACCEPTED by the Commissioners Court of the Fort Bend County, Texas as of January 22, 1990.

By: Jodie E. Stavinoha
Jodie E. Stavinoha

Title: County Judge
Fort Bend County, Texas

ATTEST:

By: Diane Nelson
Title: County Clerk

(SEAL)

7. CONSTABLE RAY BREEDING, PCT. 2, RE: (1) REQUEST APPROVAL OF RESERVE DEPUTIES TRACY DWAYNE NORRIS, ANTHONY GROSS & DARRIN LEWIS; (2) ACCEPT AND REBUDGET CHECKS FROM ROCKY'S POLICE EQUIPMENT FOR $140.70 AND FROM GEICO INSURANCE GROUP FOR $462.52; (3) APPROVE LEASE AGREEMENT FOR OFFICE SPACE:

Request approval of reserve deputies Tracy Dwayne Norris, Anthony Gross & Darrin Lewis:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve reserve deputies Tracy Dwayne Norris, Anthony Gross & Darrin Lewis for Constable Precinct #2. (Recorded in minutes in full)

Accept and rebudget checks from Rocky's Police equipment for $140.70 and from Geico Insurance Group for $462.52:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept checks from Rocky's Police equipment in the amount of $140.70 and from Geico Insurance Group in the amount of $462.52 and rebudget into Fees & Services. (Recorded in minutes in full)

Approve lease agreement for office space:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve lease agreement with ECCELSTON PROPERTIES, LTD. for one year at $438.00 per month for office space for Constable Precinct #2. (Recorded in minutes in full)

8. CONSIDER EXPANSION OF PHONE SYSTEM FOR JUVENILE PROBATION DEPT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to upgrade present phone system now in Juvenile Probation in the amount of $6,928.94 for purchase and $940.66 for maintenance. Funds to come from Permanent Improvement.

9. CONSIDER MOVING COURTHOUSE COMPLEX "SYSTEM 75" PHONE EQUIPMENT FROM JANE LONG BUILDING TO WILLIAM B. TRAVIS BUILDING:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and carried, with Commissioner O'Shieles voting to oppose, it is ordered to move "System 75" phone equipment from Jane Long Building to William B. Travis Building. $1,781.66 to come from Annex Building Fund and the remaining balance of $8,908.34 to come from Fees & Services.

Dee Sherrill, Telecommunications Supervisor request moving System 75 phone equipment from Jane Long Building to William B. Travis Bldg.

10. CONSIDER QUIT CLAIM DEED FOR ABANDONMENT OF RIGHT-OF-WAY DEDICATED BUT NOT IMPLEMENTED ON VERNON W. FROST RANCH, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to allow quit claim deed to Vernon W. Frost for abandonment of right-of-way dedicated but not implemented on Vernon W. Frost Ranch, Pct. 4. (Recorded in minutes in full)

11. CONSIDER REQUEST FROM SOUTHEAST TEXAS HOUSING FINANCE CORP. TO APPROVE 1990 REVENUE REFUNDING BONDS & 1990 SINGLE-FAMILY HOUSING BONDS:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve request from Southeast Texas Housing Finance Corp. to approve 1990 revenue refunding bonds & 1990 single-family housing bonds.

Dave Wilson

TO: Constable Breeding
Constable Pct #2

FROM: Bill Thomas,
Personnel Analyst

DATE: March 7, 1990

SUBJECT: Personnel Approvals on Reserves Deputy Applicants

We apologize for the somewhat lengthy delay on approval of the Reserves Applicants submitted by your office during the first of 1990.

Background checks have been completed and we are now satisfied in recommending the following individuals for reserves positions in your office. We have no problem with these if you wish to recommend Commissioner's Court place them in a Reserves Position with your office.

They are as follows:

Anthony Gross ✓
Darrin Lewis ✓
Ozell Love
Tracy Norris ✓
Lonnie Sanders

Two previously submitted applicants are no longer being considered. These are Ernie Grimes and Carlos Rodriguez.

cc: Commissioner's Court Members
Honorable Jodie Stavinoha
Commissioner Bud O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Personnel Director, Richard Selleh
Captain Joe Prejean

Office of:

RAY BREEDING

Constable

7(2)

41 1235

COMMISSIONER'S COURT
Ft Bend County

Gentlemen,

Respectfully request that the two attached checks be accepted, and the monies returned to the line item (as appropriate).

Check #1

ROCKY' POLICE EQUIPMENT #6544 23 Feb 90 140.70
Dallas, Texas

Line #1000-0024-4011 (PO #927612422)

EXPLANATION: This credit (140.70) was returned to us as a refund from a $217.82 order for five winter jackets for our officers. They only had two on hand and placed the others on backorder. However, the backorder did not arrive, and subsequently we cancelled the order. However, just prior to the cancellation, they did forward three substitute jackets to us, which we accepted at first, but after a couple Of days, decided to not accept, and returned the three substitute jackets for a refund.

Check #2

GEICO INSURANCE CO
Washington, DC #151223699 21 Feb 90 462.52

Line #1000-0024-1010
(Property and Equipment)

EXPLANATION: This insurance draft was issued by the GEICO agent as payment in full for a minor "fender bender" accident which Occurred earlier this year. The vehicle (one of our patrol cars) was stopped at a local service station, when the driver of a car parked nearby entered his vehicle and attempted to reverse his vehicle without proper clearance. His right rear bumper struck the left front side of our patrol vehicle, causing minor damage to the paint and to the side moulding. GEICO insurance agent surveyed the damage and issued this check as payment in full. (Accident report was made and is on file at our office, and with DPS).

Sincerely,

RAY L. BREEDING
Constable

ROCKY'S POLICE EQUIPMENT
& UNIFORM, INC.
10017 Garland Road
DALLAS, TEXAS 75218

(214) 321-8700 321-8752

Glenda 2/13 Mr. Baldwin

INVOICE

41063

TO Constables Office Prec. #2

DATE 11-30-89
ORDER NO. 41 1236
SHIP TO

SALESPERSON	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Credit Memo		
	INV. # 40771		
	3- JACKETS @ 39.95 - Returned		119 85
	3- Piping @ 6.95		20 85
			< 140 70 >

Comerica Bank-Texas Dallas, Texas 75223

6544

ROCKY'S POLICE EQUIPMENT, INC.
10017 GARLAND RD. 321-8700
DALLAS, TEXAS 75218

FEB. 23, 1990

32-75/1110

PAY TO THE ORDER OF FORT BEND CONSTABLE OFFICE #2 $ 140.70

ONE HUNDRED FORTY AND 70/100 DOLLARS

REFUND ON INV. # 41063

THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED.

ROCKY'S POLICE EQUIPMENT, INC.

⑈006544⑈ ⑆111000753⑆ ⑈2509347⑈

	is complete as ordered.				
	by _____				

ORIGINAL

Thank You

AS PER ORIGINAL

Dealer Copy

GEICO

GEICO AND AFFILIATES
[illegible] RICHMOND AVE SUITE [illegible] HOUSTON, TEXAS 77027
(713) [illegible]9-61[illegible]

DATE: 02/21/90
ESTIMATE ID: 0035423240101017-C

(R) 41 1237

DAMAGE ASSESSED BY: BILL RICHARDS

DI CODE

AND AFFILIA[illegible]

LICENSE #

LOSS DATE: 02/11/90 INSPECTION DATE: 02/21/90 CONDITION CODE: EXCELLENT
COMPANY CODE: 13 POLICY NUMBER: 28893430 CLAIM NUMBER: 0035423240101017-C TYPE OF LOSS: PROPERTY DAMAGE
EXAMINER CODE: A912 PAY CODE: 05 DEDUCTIBLE: .00

INSURED NAME: MOON CLAIMANT NAME: CONSTABLE BREEDING
OWNER ADDRESS: 7232 W.FUQUA MISSOURI CITY,TX.77489
TELEPHONE: HOME: 437-4741

SERVICE CODE: 916607

VIN: 2FABP4383FX181924 DESCRIPTION: 1985 FORD CROWN VICTORIA 4DR SED LICENSE:473-639 MILEAGE:103,895
COLOR: WHITE/GRAY OLD DAMAGE: Y LKQ AVAILABLE: Y

LINE ITEM NUMBER	ENTRY TYPE	LABOR OPERATION	LINE ITEM DESCRIPTION	PART TYPE/ PART NUMBER	DOLLAR AMOUNT	LABOR UNIT
1	601080	BODY REMOVE/INSTALL	BUMPER ASSY, FRONT R&I			.8
2	606470	BODY REMOVE/REPLACE	PANEL, FENDER RIGHT	LIKE KIND&QUAL-USED	218.75 *	2.0
3	AUTO	REFIN REFINISH	FENDER OUTSIDE, REFINISH RIGHT			2.6
4	AUTO	REFIN REFINISH	FENDER EDGE, REFINISH RIGHT			.5
5	607340	BODY REMOVE/REPLACE	WHEEL OPENING MLDB, FENDER LEFT	ESAL 16039A	24.92	.3
6	AUTO	ADD'L COST	PAINT MATERIALS		42.00	

* JUDGEMENT ITEM

LINE ITEM EXPLANATIONS
2 PRICE ON FENDER FROM AUTO DISMANTLER,738-1742,USE
QUOTE #J-502

I. LABOR SUBTOTALS	UNITS	RATE	TOTALS
BODY	3.9	22.00	85.80
REFIN	3.1	22.00	68.20
LABOR SUMMARY TOTALS	7.0		154.00

II. PART REPLACEMENT SUMMARY	AMOUNT
TAXABLE PARTS	243.67
SALES TAX @ 8.00%	19.49
TOTAL REPLACEMENT PARTS AMOUNT:	263.16

III. ADDITIONAL COSTS	AMOUNT
TAXABLE COSTS	42.00
SALES TAX @ 8.00%	3.36
TOTAL ADDITIONAL COSTS:	45.36

I. TOTAL LABOR:	154.00
II. TOTAL REPLACEMENT PARTS:	263.16
III. TOTAL ADDITIONAL COSTS:	45.36
GROSS TOTAL:	462.52
CUSTOMER ALLOWANCE:	
CUSTOMER RESPONSIBILITY:	
NET TOTAL:	462.52

GEICO INSURANCE GROUP
Home Office—GEICO Plaza ■ Washington, DC 20076
GOVERNMENT EMPLOYEES INSURANCE CO. ☐
GEICO GENERAL INSURANCE CO. ☑
GEICO INDEMNITY CO. ☐
CRITERION CASUALTY INSURANCE CO. ☐
☐

VOID AFTER 180 DAYS 28893430

15-3
540

DATE ISSUED	POLICY/CLAIM NUMBER	ADJ	DRAFT NUMBER
2-21-90	0035423240101017	A912	C151223699

CO CODE	ACCIDENT DATE	CLAIMANT
13	2-11-90	Constable Ray L. Breeding

FBS NUMBER / ATTY ADJ	IC	FEATURE / AMOUNT	IN PAYMENT OF	EXPENSE	FOC
	UP	APD/462.52	APD		01

PAY THE SUM OF: four hundred sixty two and 52 / 100 DOLLARS 462.52

PAY TO THE ORDER OF: Constable Ray L. Breeding
7232 W. Fuqua
Missouri City, TX 77489

MAIL TO:

Moon
INSURED
W. Richards
AUTHORIZED SIGNATURE
Bill Richards
PRINT NAME HERE
GEICO INS. CO.
NAME OF FIRM

PAYABLE THROUGH THE RIGGS NATIONAL BANK OF WASHINGTON, D.C.
PROCESS THROUGH FEDERAL RESERVE SYSTEM

⑈151223699⑈ ⑆054000030⑆ 01⑈0910125 4⑈

STATE OF TEXAS

COUNTY OF FORT BEND LEASE AGREEMENT

ECCELSTON PROPERTIES, LTD., hereinafter referred to as "Lessor", for and in consideration of the agreements of Fort Bend County, referred to as "Lessee", hereby leases to the Lessee and Lessee hereby leases form Lessor, the following described premises:

Office space at Willowridge Shopping Center, Exhibit "A" attached hereto and incorporated by reference. The said lease premises is located at 7133 West Fuqua Drive, Fort Bend County, Texas.

ARTICLE I.

TERM: The initial term of this lease shall be for a period of twelve months, commencing on March 15, 1990, and ending on March 15, 1991 unless sooner terminated as provided in this lease.

Provided further the terms and conditions of this lease shall remain in full force and effect unless the Fort Bend County Commissioners Court does not provide for the continuation of the lease in the County budget. In that event, the Lessee may terminate this lease by giving Lessor thirty (30) days written notice its intent to cancel said lease.

ARTICLE II.

RENT: Lessee agrees to pay rent for the said premises in the sum of Four Hundred Thirty Eight and 0/100 Dollars ($438.00) per month, payable on the 15th day of April, 1990 and a like payment on the 15st day of each month thereaftrer during the term of this lease. Lessor shall submit his invoice to the Lessee for payment on/or before the 10th day of the month that same becomes due.

ARTICLE III.

USE: Lessee shall use the lease premises during the term of this agreement as the office of Constable, Precinct No. 2 of Fort Bend County, Texas.

ARTICLE IV.

UTILITIES: Lessee agrees to pay all monthly utility charges for telephone and electrical services supplied to the leased premises.

ARTICLE V:

COMMON AREAS AND PARKING: Throughout the term of this lease, Lessee has the right to a non-exclusive easement and it is shared in common and on the same terms with other tenants as follows:

A. Lesse has the right to reasonable use of the common areas.

B. Lessee has the right to reasonable use of parking spaces.

ARTICLE VI:

LESSOR REPAIRS: Lessor agrees throughout the term of this lease, at its own expense and risk, to maintain in good repair the following:

A. The Roof, foundation and exterior walls (excluding plate glass)

B. The landlord agrees to construct the improvements referenced in Exhibit "B" attached hereto and incorporated by reference..

ARTICLE VII:

LESSEE REPAIRS: Lessee agrees, throughout the term of this lease, at its own expense and risk to maintain and repair the leased premises with the exception of Lessor Repairs in Article VI in substantially the same condition at the end of the term as existed at the commencement of the lease term.

ARTICLE VIII:

ALTERATIONS: Lessee shall not makle any alterations, additions, or improvements to the Lessor premises without prior written consent of Lessor.

ARTICLE IX:

LIABILITY INSURANCE: Leasee agrees to provide Lessor with a copy of proof of liability insurance coverage of $100,000 for each person $300,000 for each single occurance for bodily injury or death and $100,000 for each single occurance for injury or destruction to property.

ARTICLE X:

LESSOR WARRANTY: Lessor warrants as part of this lease that the Lessee will have quiet enjoyment of the leased premises.

ARTICLE XI:

ASSIGNMENTS; Lessee shall not assign this lease without prior written notice to Lessor subject to the terms and conditions and provisions as Lessor may deem necessary.

ARTICLE XII:

SEVERABILITY: The provisions of this agreement are severable. If paragraph, section, subdivision, sentence, clause, or phrase of this lease is for any reason held to be contrarty to law or contratry to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the lease. However, upon occurance of such event, either party may terminate this lease forthwith upon the delivery of written notice of termination to the other party.

ARTICLE XIII:

ENTIRE AGREEMENT: It is understood and agreed that the entire lease 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 lease presently in effect between the parties relating to the subject matter hereof as well as any previous lease presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waiver of the provisions of this lease shall be valid only when expressed in wreiting and duly signed by the parties.

ARTICLE XIV:

COMPLIANCE WITH LAWS AND REGULATIONS: Lessor and Lessee shall abide by all statutes, ordinances, rules, and regulatons pertaining to, or regulating the provisions of such lease provisions, including those now in effect and herinafter adopted. Any violaiton of said statutes, ordinances, rules, or regulations shall constitute a material breach of this lease and shall entitle the Lessor and/or Lessee, the County, to terminate this contract immediately upon delivery of written notice of termination.

ARTICLE XV:

NOTICES: Notices, correspondence, and other communication shall be addressed to Constable Ray Breeding and submitted to the following:

Constable Ray Breeding
Fort Bend County, Pct. 2
P.O. Box 751
Fresno, TX 77469

Notice to Lessor shall be delivered to:

Roebling of Texas, Inc.
7131 West Fuqua
Missouri City, Tx. 77489
Attention: Property Management Division

EXECUTED this 19th day of MARCH, 1990.

Attest:

Lessee:
Jodie E. Stavinoha
County Judge

Attest:

Lessor:
~~Michael J. Donoghue~~ ECCELSTON Properties Ltd
JAY LANDESMAN

Robert Graves
County Auditor

9013669

#10

2197 820

41 1242

QUIT-CLAIM DEED

THE STATE OF TEXAS X
X
COUNTY OF FORT BEND X

That the COUNTY OF FORT BEND, a political subdivision of The State of Texas, for and in consideration of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, has QUIT-CLAIMED, and by these presents does QUIT-CLAIM, unto VERNON W. FROST, who resides at 35602 Hannibal Road, Simonton, Texas 77476, all its rights, title, interest, claim and demand in and to the following described property in Fort Bend County, Texas, to-wit:

> Begin at a point in the South line of Pecan Acres Ranch 1631 ft. East of the most Western Southwest corner of said ranch;
>
> Thence, North 44 deg. East 868 ft. to the South side of proposed Farm to Market Road and opposite Station 89+65, being the First Tract described in that certain Right-of-Way-Grant dated September 29, 1954, said instrument placed of record in Volume 326, pages 407-408, Fort Bend County, Texas.

TO HAVE AND TO HOLD the above released rights, titles, interests, claims and demands to the said VERNON W. FROST, his heirs and assigns, so that neither the COUNTY OF FORT BEND nor its successors, nor any person or persons claiming under the said COUNTY OF FORT BEND shall, at any time hereafter, have, claim or demand any right or title or interest in the Subject Property, premises or appurtenances, or any part thereof.

IN WITNESS WHEREOF, the COUNTY OF FORT BEND has caused these presents to be executed by its COUNTY JUDGE and the County's seal to be impressed hereon on this 19th day of March. A. D., 1990.

COUNTY OF FORT BEND

BY: Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

OC 3/19/90

THE STATE OF TEXAS ⧫
⧫
COUNTY OF FORT BEND ⧫

BEFORE ME, the undersigned authority, on this day personally appeared JODIE E. STAVINOHA, COUNTY JUDGE, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the COUNTY OF FORT BEND, the said political subdivision.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 1990.

/S/
Notary Public in and for Fort Bend County, Texas

My Commission Expires:

_____

DEED RECORDS
Vol. 326

TS 407

AS PER ORIGINAL

41 1244

Given under my hand and the seal of office, this the 11 day of September 1954

ALBERT ROLLINS

Notary Public in and for

Dallas County, Tex

SINGLE ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Fort Bend

Before me, the undersigned authority, on this day personally appeared Milton E. Meinon, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and the seal of office, this the 24 day of September, 1954

PAUL SCHERER
NOTARY PUBLIC
Fort Bend Co., Texas

Paul Scherer
Notary Public in and for
Fort Bend County, Texas

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared DASCOM GILES, CHAIRMAN, VETERANS' LAND BOARD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that HE executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and the seal of office, this the 28th day of SEPTEMBER, 1954

Marie Hedick
Notary Public in and for

MARIE HEDICK
Notary Public, Travis County, Texas

TRAVIS County, TEXAS

Filed for Record on the 29 day of Sept A. D. 1954, at 3:00 o'clock P. M.

Duly Recorded this the 6 day of Oct. A. D. 1954, at 4:30 o'clock P. M.

Instrument No. 94079

W. [illegible] SCHEUBEL County Clerk
Fort Bend County, Texas

By Pearl Ellett Deputy

COMPARED

VERNON W. FROST

TO: # 94080

FORT BEND COUNTY

RIGHT-OF-WAY-GRANT

THE STATE OF TEXAS §

COUNTY OF FORT BEND § KNOW ALL MEN BY THESE PRESENTS:

That I, Vernon W. Frost

of the County of Harris and State of Texas, for 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:

First Tract: In the Thomas Westall Survey, Abs. 92, in Fort Bend County, Texas, being a centerline description of a proposed 40 foot road;

Begin at a point in the South line of Pecan Acres Ranch 1631 ft. East of the Southwest corner of said ranch;

408

Thence North 44 deg. East 868 ft. to the South side of proposed Farm to Market Road and opposite Station 89 + 65.

Second Tract: In the Thomas Westall Survey, Abs. 92, in Fort Bend County, Texas, being a centerline description of a proposed 60 ft. road;

Begin at a stake in the East line of the present Ranch House Road on the West line of the Pecan Orchard 2325 ft. West of the East side of and 2828 ft. North of the South side of said pecan orchard;

Thence South 56 deg. 30 min. West 1996 ft. to a point in the North side of proposed Farm to Market Road opposite Station 106 + 20.

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 said Right-of-Way grant.

WITNESS my hand this 29th day of September. A.D. 1953.

Vernon W. Frost

The State of Texas }
County of Harris }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Vernon W. Frost known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 29th day of September, A. D. 1953.

Notary Public in and for
Fort Bend County Texas

Filed for Record the 29 day of Sept. 1953 3:20 o'clock P. M.
Duly Recorded this 6 day of Oct. 1953 4:30 o'clock P.
Instrument No. 94080

By Pearl Ellett Deputy

COMPARED

LOUIS FERGUSON, A SINGLE MAN

TO/ # 94083 WARRANTY DEED

G. R. PYBURN

THE STATE OF TEXAS, }
COUNTY OF FORT BEND } KNOW ALL MEN BY THESE PRESENTS:

That I, Louis Ferguson, a single man, of the County of Fort Bend, State of Texas, for and in consideration of the sum of Twelve Thousand Six Hundred and no/100 ($12,600.00) Dollars to me paid and secured to be paid by G. R. Pyburn as follows: Two Thousand and no/100

#11
41 1246

Southeast Texas Housing Finance Corporation

BILL EILAND
EXECUTIVE DIRECTOR

4620 Fairmont Parkway
Suite #201
Pasadena, Texas 77504
713-487-8772
Fax #713-487-9574

AS PER ORIGINAL

RECEIVED
MAR 12 1990
COUNTY JUDGE

March 9, 1990

To: Jodie Stavinoha
County Judge-Fort Bend County

To: MAYORS OR COUNTY JUDGES
SPONSORING GOVERNMENTAL BODIES OF
THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

RE: 1990 REVENUE REFUNDING BONDS AND 1990 SINGLE-FAMILY HOUSING BONDS

The Southeast Texas Housing Finance Corporation (the "Corporation") is planning to issue its 1990 Series A GNMA Mortgage Backed Revenue Bond Program in an aggregate principal amount not to exceed $30,000,000 for the purpose of providing financing for owner occupied residences located within the boundaries of its sponsoring governmental bodies. The Southeast Texas Housing Finance Corporation is planning to issue several series of its revenue refunding bonds. The proceeds of the refunding bonds will be used to refinance portions of the Corporation's 1982, 1983, 1984, 1985, 1987 and 1988 Single Family revenue bonds. The Corporation would like to issue the first refunding bonds at the end of this March, April and May, in an aggregate principal amount not to exceed $3,000,000.

I am writing you because under the tax laws, the Corporation's bonds must be approved on behalf of your governmental unit before funds from the bond issue may be used to purchase mortgages in your jurisdiction. This approval is required as part of the so-called "TEFRA" procedures, with which you may be familiar. In addition, the Corporation's bonds now also must be approved by the Texas Attorney General, and the Attorney General's office requires that the Corporation provide it with, among other things, a certificate from a representative of your governmental unit as to certain matters.

In order to comply with "TEFRA", the Issuer held a public hearing on March 9, 1990 beginning at 10:00 a.m. at its offices at 4620 Fairmont Parkway, Suite 201, Pasadena, Texas. A summary of the

AS PER ORIGINAL

public hearing is included in this letter for your review.

Your signature is required on three documents. In order to simplify the process for you, I have had the Corporation's bond counsel prepare the necessary documents. Please do not date the General Certificate when you sign it since the Attorney General requires that it be allowed to date that document when it approves the bonds. (One of the documents for your signature is a letter addressing that point.) I would ask that you sign the documents and return them to me as soon as possible. It is important that you do not sign the documents until after the public hearing since the tax law does not permit this. It also is important that you return the documents to me as soon as possible after the public hearing since they must be in hand and the bond issued closed by March 30, 1990. Please attempt to have the enclosed documents back in my possession by March 25, 1990.

As with all bond issues of the Corporation, your governmental unit is not in any way liable or responsible for payment of these bonds. These bonds are revenue bonds which are payable solely from the revenues of the Corporation derived from the Single Family mortgages made as part of the bond program.

If you have any questions, please feel free to telephone me at (713) 487-8772, or Scott Harvel, our bond counsel, at (512) 477-3939. Thank you in advance for your cooperation.

Bill Eiland

Bill Eiland
Executive Director

Enclosures

cc: Scott D. Harvel, Esq.

SE565

Southeast Texas Housing Finance Corporation

BILL EILAND

4620 Fairmont Parkway
Suite #201
Pasadena, Texas 77504
713-487-8772
Fax #713-487-9574

EXECUTIVE DIRECTOR

To: Board Members
Southeast Texas Housing Finance Corp.

Re: 1990 Southeast Single Family Revenue Refunding Bonds and 1990 Southeast Single Family Program

I have enclosed with this memorandum all of the materials that I have sent to your respective county judges and or mayors. I would appreciate your assistance in obtaining their signatures on the enclosed appropriate forms. This information does not need the approval of the various city councils and/or commissioner's court. If the mayor or county judge should desire to place this item on their agenda, I will be glad to assist in any presentation.

Bill Eiland

SE570

GENERAL CERTIFICATE
OF LOCAL GOVERNMENTAL UNIT

I have executed this Certificate for the benefit of all persons interested in the validity of the proceedings of The Southeast Texas Housing Finance Corporation (the "Issuer") related to the issuance by the Issuer of (a) the 1990 Bonds in an aggregate principal amount not to exceed $30,000,000, (b) the 1990 Series A Refunding Bonds in an aggregate principal amount not to exceed $3,000,000, (c) the 1990 Series B Refunding Bonds in an aggregate principal amount not to exceed $5,600,000, (d) the 1990 Series C Refunding Bonds in an aggregate principal amount not to exceed $3,900,000, and (e) the 1991 Series A Refunding Bonds in an aggregate principal amount not to exceed $4,000,000 (the "Bonds"). Terms defined in Section 394.003 of the Texas Housing Finance Corporations Act, Texas Local Government Code chapter 394 (the "Act"), have the same meanings when used in this Certificate as in the Act. I hereby certify as follows:

1. I am the duly elected and incumbent official of the county or city named below (the "Local Governmental Unit") holding the office indicated below.

2. The Issuer has been authorized to act on behalf of the Local Governmental Unit by action of the governing body of the Local Governmental Unit.

3. The First Restated Articles of Incorporation of the Issuer have been approved by the governing body of the Local Governmental Unit. The minutes of the governing body of the Local Governmental Unit do not reflect any amendment to the First Restated Articles of Incorporation of the Issuer.

4. The minutes of the governing body of the Local Governmental Unit do not reflect any action for the purpose of (i) changing the structure, organization, programs or activities of the Issuer, (ii) terminating the Issuer, (iii) declining to participate in the Issuer's 1990 Single-Family Mortgage Loan Program (the "Program"), (iv) withdrawing from the Issuer or (v) limiting the effectiveness of the resolution of the Issuer's board of directors authorizing the issuance of the Bonds or otherwise affecting the Bond transaction.

5. Except for the Issuer, the Local Governmental Unit has not created or authorized to act on its behalf any housing finance corporation (including any joint housing finance corporation), except a housing finance corporation that has no power to make home mortgages or to make loans to lending institutions, the proceeds of which are to be used to make home mortgages or to make loans on residential developments.

6. The Local Governmental Unit has appointed the individual named below to act as a member of the board of directors of the Issuer for a term ending as indicated below. That individual is a resident of the Local Governmental Unit. The minutes of the governing body of the Local Governmental Unit do not reflect that such individual has been removed as a member of the Issuer's board of directors.

7. No litigation is pending or, to my knowledge, threatened against the Local Governmental Unit relating to the Issuer, the Bonds, the proceedings regarding the issuance of the Bonds, the bonds being refunded with the Bonds, the representation on the Issuer's board of directors of the Local Governmental Unit, or the participation of the Local Governmental Unit in the Issuer or the Program.

Signature: Jodie E. Stavinoha

Printed Name: JODIE E. STAVINOHA

Office: County Judge X Mayor _____

Local Governmental Unit: County of FORT BEND

City of _____

Name of Member of
Issuer's Board of Directors: _____

Expiration of Director's Term: _____

Date of this Certificate: _____

8907C

CERTIFICATE APPROVING THE ISSUANCE OF SINGLE FAMILY MORTGAGE REVENUE AND REVENUE REFUNDING BONDS BY THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

WHEREAS, The Southeast Texas Housing Finance Corporation (the "Issuer"), a public nonprofit corporation organized under the laws of the State of Texas pursuant to the Texas Housing Finance Corporations Act, Texas Local Government Code, Chapter 394, to act on behalf of the counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Liberty, Matagorda, Walker, Waller and Wharton, Texas and the cities of Baytown, Deer Park, Dickinson, La Marque, La Porte, League City, Pasadena, Santa Fe, Shoreacres, Texas City and Tomball, Texas (the "Local Governmental Units"), proposes to issue:

(a) its limited obligation revenue bonds known as "The Southeast Texas Housing Finance Corporation Single Family Mortgage Revenue Bonds (GNMA Mortgage-Backed Securities Program) 1990 Series A" in an aggregate principal amount not to exceed $30,000,000 (the "1990 Bonds") for the purpose of providing financing for owner-occupied residences through the acquisition of securities ("GNMA Mortgage-Backed Securities") guaranteed as to payment of principal and interest by the Government National Mortgage Association and backed by home mortgage loans made with respect to residences located within the Local Governmental Units and owned and occupied by persons of low and moderate income ("Qualified Mortgage Loans");

(b) its limited obligation revenue bonds known as "The Southeast Texas Housing Finance Corporation Single Family Mortgage Revenue Refunding Bonds (GNMA Mortgage-Backed Securities Program) 1990 Series A" in an aggregate principal amount not to exceed $3,000,000 (the "Series A Refunding Bonds") for the purpose of refunding a portion of the Issuer's limited obligation revenue bonds from one or more of the bond issues known as "The Southeast Texas Housing Finance Corporation Single Family Mortgage Revenue Bonds 1982 Series A," "The Southeast Texas Housing Finance Corporation Single Family Mortgage Revenue Bonds 1983 Series A," "The Southeast Texas Housing Finance Corporation Single Family Mortgage Revenue Bonds 1984 Series A," "The Southeast Texas Housing Finance Corporation Single Family Mortgage Revenue Bonds 1985 Series A," "The Southeast Texas Housing Finance Corporation Single Family Mortgage Revenue Bonds (GNMA Mortgage-Backed Securities Program) 1987 Series A" and "The Southeast Texas Housing

Finance Corporation Single Family Mortgage Revenue Bonds (GNMA Mortgage-Backed Securities Program) 1988 Series A" (collectively, the "Prior Bonds") in order to use certain moneys expected to be on deposit with the trustees for the Prior Bonds during the months of April, May and June of 1990 to provide financing for owner-occupied residences through the acquisition of GNMA Mortgage-Backed Securities backed by Qualified Mortgage Loans;

(c) its limited obligation revenue bonds known as "The Southeast Texas Housing Finance Corporation Single Family Mortgage Revenue Refunding Bonds (GNMA Mortgage-Backed Securities Program) 1990 Series B" in an aggregate principal amount not to exceed $5,600,000 (the "Series B Refunding Bonds") for the purpose of refunding a portion of one or more of the Prior Bonds in order to use certain moneys expected to be on deposit with the trustees for the Prior Bonds during the months of July, August and September of 1990 to provide financing for owner-occupied residences through the acquisition of GNMA Mortgage-Backed Securities backed by Qualified Mortgage Loans;

(d) its limited obligation revenue bonds known as "The Southeast Texas Housing Finance Corporation Single Family Mortgage Revenue Refunding Bonds (GNMA Mortgage-Backed Securities Program) 1990 Series C" in an aggregate principal amount not to exceed $3,900,000 (the "Series C Refunding Bonds") for the purpose of refunding a portion of one or more of the Prior Bonds in order to use any unexpended proceeds from certain moneys expected to be on deposit with the trustees for the Prior Bonds during the months of October, November and December of 1990 to provide financing for owner-occupied residences through the acquisition of GNMA Mortgage-Backed Securities backed by Qualified Mortgage Loans; and

(e) its limited obligation revenue bonds known as "The Southeast Texas Housing Finance Corporation Single Family Mortgage Revenue Refunding Bonds (GNMA Mortgage-Backed Securities Program) 1991 Series A" in the aggregate principal amount of not to exceed $4,000,000 (the "1991 Series A Refunding Bonds") for the purpose of refunding a portion of one or more of the Prior Bonds in order to use certain moneys expected to be on deposit with the trustees for the Prior Bonds during the months of January, February and March of 1991 to provide financing for owner-occupied residences through the acquisition of GNMA Mortgage-Backed Securities backed by Qualified Mortgage Loans;

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") require that, in order for interest on bonds issued to finance single family housing to be excluded from gross income for federal income tax purposes, the issuance of such bonds must be approved by the governmental unit within which such housing is located, and the other governmental units which sponsor the bond-issuing authority, after holding a public hearing where affected members of the public are allowed to present their views on the proposed bond issue;

WHEREAS, section 147(f) of the Code further provides that the issuance of such bonds shall be treated as having been approved by such governmental units if, after such public hearing, such issue is approved by the respective applicable elected representatives of such governmental units;

WHEREAS, the undersigned is the applicable elected representative for a governmental unit sponsoring the Issuer and such single family housing may be located within the boundaries of such governmental unit;

WHEREAS, a public hearing was held by a representative of the Issuer at 10:00 a.m., Central Standard Time, on March 9, 1990, at 4620 Fairmont Parkway, Suite 201, Pasadena, Texas 77504 following public notice published at least fourteen days prior to such hearing, where affected members of the public were allowed to present their views on the proposed issuance of the 1990 Bonds, the 1990 Series A Refunding Bonds, the 1990 Series B Refunding Bonds, the 1990 Series C Refunding Bonds and the 1991 Series A Refunding Bonds (collectively, the "Bonds");

WHEREAS, the undersigned has been apprised of the results of such public hearing;

WHEREAS, the undersigned hereby finds and declares that the issuance by the Issuer of the Bonds should be approved and is in the best interests of the inhabitants of the sponsoring governmental unit;

NOW, THEREFORE, on behalf of the Local Governmental Unit named below (the "Applicable Unit"), I hereby:

1. Approve the issuance by the Issuer of (a) the 1990 Bonds in an aggregate principal amount not to exceed $30,000,000, (b) the 1990 Series A Refunding Bonds in an aggregate principal amount not to exceed $3,000,000, (c) the 1990 Series B Refunding Bonds in an aggregate principal amount not to exceed $5,600,000, (d) the 1990 Series C Refunding Bonds

in an aggregate principal amount not to exceed $3,900,000, and (e) the 1991 Series A Refunding Bonds in an aggregate principal amount not to exceed $4,000,000;

2. Represent that this Approval is adopted for the purpose of satisfying the conditions and requirements of section 147(f) of the Code; and

3. Represent that this approval is not to be construed as (i) a representation or warranty by the State of Texas, the Applicable Unit, or any other political or municipal corporation or subdivision of the State of Texas, that the Bonds will be paid or that any obligations assumed by any of the parties concerned will in fact be performed; (ii) a pledge of the faith and credit of or by the State of Texas, the Applicable Unit or any other political or municipal corporation or subdivision of the State of Texas; or (iii) a representation or warranty concerning the validity of the corporate existence of the Issuer or the validity of the Bonds.

Signature: Jodie E. Stavinoha

Printed Name: JODIE E. STAVINOHA

Office: County Judge /X/ Mayor /__/

Local Governmental Unit: County of FORT BEND
City of _____

Date of Signature: 3-19-90

8639C

9326:vmw
971562-002-015

Mr. J. Thomassen
Ms. C. D. Polumbo
Office of the Attorney General
Public Finance Section
P. O. Box 12548
Austin, Texas 78711-2548

Re: The Southeast Texas Housing Finance Corporation Single-Family Mortgage Revenue Refunding Bonds (GNMA Mortgage-Backed Securities Program) 1990 Series A (the "Bonds")

Dear Mr. Thomassen and Ms. Polumbo:

By this letter the Attorney General of the State of Texas or any Assistant Attorney General, or any of their delegates or assigns, is authorized to complete the date of the "General Certificate of Local Governmental Unit" of the undersigned upon approval of the Bonds and to rely upon such information unless notified otherwise.

Signature: Jodie E. Stavinoha

Printed Name: JODIE E. STAVINOHA

Office: County Judge /X/ Mayor /_/

Local Governmental Unit: County of FORT BEND COUNTY
City of _____

Date of Signature: 3-19-90

0297S/28

$30,000,000
The Southeast Texas Housing Finance Corporation
Single Family Mortgage Revenue Bonds
(GNMA Mortgage-Backed Securities Program), 1990 Series A

EXCERPTS OF PROCEEDINGS OF PUBLIC HEARING

The public hearing was called to order at 10:00 a.m., Central Standard Time, on March 9, 1990, at the offices of The Southeast Texas Housing Finance Corporation (the "Issuer"), which are located at 4620 Fairmont Parkway, Suite 201, Pasadena, Texas 77504. Bill Eiland, Executive Director, presided.

Mr. Eiland announced the purpose of the public hearing to be conducted. Mr. Eiland noted that the Notice of Public Hearing was published on February 22, 1990 in The Houston Chronicle which is a newspaper of general circulation covering the jurisdiction of the Issuer.

Mr. Eiland announced that an Affidavit of Publication of the Notice of Public Hearing, executed by a representative of The Houston Chronicle evidencing that the Notice of Public Hearing was so published, had been received.

Mr. Eiland requested that a copy of the Affidavit of Publication be placed in the program file. Mr. Eiland also noted that the Notice of Public Hearing solicited written comments, and announced that no written comments had been received.

Mr. Eiland then announced that he would receive questions and comments from the audience and any statements from persons desiring to make statements in connection with the proposed issuance of bonds.

There was no response from anyone in the audience.

There being no comments or questions in connection with the proposed issuance of bonds, the public hearing was adjourned at 10:30 a.m., Central Standard Time.

CERTIFIED TO BE A TRUE AND CORRECT COPY

By: Bill Eiland
Bill Eiland
Executive Director

Date: 3-9-90

SE566

$3,000,000
The Southeast Texas Housing Finance Corporation
Single Family Mortgage Revenue Refunding Bonds
(GNMA Mortgage-Backed Securities Program), 1990 Series A

EXCERPTS OF PROCEEDINGS OF PUBLIC HEARING

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There was no response from anyone in the audience.

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CERTIFIED TO BE A TRUE AND CORRECT COPY

By: Bill Eiland
Bill Eiland
Executive Director

Date: 3-9-90

SE566

$5,600,000
The Southeast Texas Housing Finance Corporation
Single Family Mortgage Revenue Refunding Bonds
(GNMA Mortgage-Backed Securities Program), 1990 Series B

EXCERPTS OF PROCEEDINGS OF PUBLIC HEARING

The public hearing was called to order at 10:00 a.m., Central Standard Time, on March 9, 1990, at the offices of The Southeast Texas Housing Finance Corporation (the "Issuer"), which are located at 4620 Fairmont Parkway, Suite 201, Pasadena, Texas 77504. Bill Eiland, Executive Director, presided.

Mr. Eiland announced the purpose of the public hearing to be conducted. Mr. Eiland noted that the Notice of Public Hearing was published on February 22, 1990 in The Houston Chronicle which is a newspaper of general circulation covering the jurisdiction of the Issuer.

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There being no comments or questions in connection with the proposed issuance of bonds, the public hearing was adjourned at 10:30 a.m., Central Standard Time.

CERTIFIED TO BE A TRUE AND CORRECT COPY

By: Bill Eiland
Bill Eiland
Executive Director

Date: 3-9-90

SE566

$3,900,000
The Southeast Texas Housing Finance Corporation
Single Family Mortgage Revenue Refunding Bonds
(GNMA Mortgage-Backed Securities Program), 1990 Series C

EXCERPTS OF PROCEEDINGS OF PUBLIC HEARING

The public hearing was called to order at 10:00 a.m., Central Standard Time, on March 9, 1990, at the offices of The Southeast Texas Housing Finance Corporation (the "Issuer"), which are located at 4620 Fairmont Parkway, Suite 201, Pasadena, Texas 77504. Bill Eiland, Executive Director, presided.

Mr. Eiland announced the purpose of the public hearing to be conducted. Mr. Eiland noted that the Notice of Public Hearing was published on February 22, 1990 in The Houston Chronicle which is a newspaper of general circulation covering the jurisdiction of the Issuer.

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There was no response from anyone in the audience.

There being no comments or questions in connection with the proposed issuance of bonds, the public hearing was adjourned at 10:30 a.m., Central Standard Time.

CERTIFIED TO BE A TRUE AND CORRECT COPY

By: Bill Eiland
Bill Eiland
Executive Director

Date: 3-9-90

SE566

$4,000,000
The Southeast Texas Housing Finance Corporation
Single Family Mortgage Revenue Refunding Bonds
(GNMA Mortgage-Backed Securities Program), 1991 Series A

EXCERPTS OF PROCEEDINGS OF PUBLIC HEARING

The public hearing was called to order at 10:00 a.m., Central Standard Time, on March 9, 1990, at the offices of The Southeast Texas Housing Finance Corporation (the "Issuer"), which are located at 4620 Fairmont Parkway, Suite 201, Pasadena, Texas 77504. Bill Eiland, Executive Director, presided.

Mr. Eiland announced the purpose of the public hearing to be conducted. Mr. Eiland noted that the Notice of Public Hearing was published on February 22, 1990 in The Houston Chronicle which is a newspaper of general circulation covering the jurisdiction of the Issuer.

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Mr. Eiland then announced that he would receive questions and comments from the audience and any statements from persons desiring to make statements in connection with the proposed issuance of bonds.

There was no response from anyone in the audience.

There being no comments or questions in connection with the proposed issuance of bonds, the public hearing was adjourned at 10:30 a.m., Central Standard Time.

CERTIFIED TO BE A TRUE AND CORRECT COPY

By: Bill Eiland
Bill Eiland
Executive Director

Date: 3-9-90

SE566

12. CONSIDER APPROVAL OF AGREEMENT BETWEEN FORT BEND COUNTY AND MORELAND, BLACK & MANNING INC. FOR ADMINISTRATIVE OF SEC. 125 FLEX PLAN:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and carried, with Commissioner Lutts voting to oppose, it is ordered to approve agreement between Fort Bend County and Moreland, Black & Manning Inc. as the Administrative Firm of Sec. 125 Flex Plan. (Recorded in minutes in full)

13. DISCUSS AND CONSIDER SCHEDULE OF PAYMENTS TO ECONOMIC DEV. COUNCIL:

No action taken.

14. CONSIDER APPROVAL OF INVOICES FROM ANN KNAUTH & ASSOCIATES FOR PROFESSIONAL DESIGN SERVICES FOR EAST-END ANNEX:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve invoices from Ann Knauth & Assoc. in the amount of $2,636.94. (Recorded in minutes in full)

15. 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 sick leave for A.J. Weyand, Precinct 4 employee. (Recorded in minutes in full)

16. CONSIDER RECLASSIFICATION OF PCT. 1 EMPLOYEE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to upgrade Barbara Wleczyk from a grade 6 Clerk II to a grade 8 Clerk III as requested by Commissioner O'Shieles.

17. CONSIDER APPROVAL OF 4% PRICE INCREASE FOR ARSENAL BRAND HERBICIDE PER ESCALATION CLAUSE IN BID #89-062:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve a 4% price increase for Arsenal brand herbicide per escalation clause in bid #89-062. (Recorded in minutes in full)

18. TAKE ACTION ON BID #90-036 FOR 1 OR MORE NEW 62 H.P. TRACTORS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, the Court finds that the best bid be awarded to NORTHGATE OUTDOOR POWER AND TRACTOR for two 62 H.P. tractor in the amount of $14,200.00 each for Precinct #1.

19. 10:00 A.M.-HOLD PUBLIC HEARING FOR CHANGING NAME OF CANAL RD. TO BEECHNUT IN PCT. 3, AND CONSIDER TAKING ACTION:

No comments from public.

Commissioner Pressley requested the change of Canal Rd. to Beechnut.

No action taken until March 26, 1990.

MP:LJ C:FLEXPLAN.TXT (021690)

STATE OF TEXAS §

COUNTY OF FORT BEND §

AGREEMENT BETWEEN FORT BEND COUNTY AND MORELAND, BLACK & MANNING, INC.

THIS AGREEMENT is made on this the 19th day of MARCH, 1990 by and between **Fort Bend County** (hereinafter referred to as "County"), a body politic, acting herein by and through its Commissioners' Court and **Moreland, Black & Manning, Inc.** (hereinafter referred to as the "Administrative Firm").

WHEREAS, Section 125 of the Internal Revenue Code provides for a Deferred Compensation Plan also known as a Cafeteria Plan, hereinafter referred to as "Plan" which allows an employee of Fort Bend County to redirect the employee cost of certain approved benefits before taxes; and,

WHEREAS, Section 125 of the Internal Revenue Code also provides that the County will not have to pay social security taxes on employee benefits allowed under this section unless such language, regulations, or other guidance is modified or subsequently issued which changes this provision; and,

WHEREAS, the County desires to make the tax deferred benefits under Section 125 of the Internal Revenue Code available to its employees; and,

WHEREAS, the County desires to serve as the administrator of the benefits plan under Section 125 of the Internal Revenue Code; and,

WHEREAS, the Administrative Firm is willing to furnish services to assist the County in administering this plan.

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

SECTION ONE
ADMINISTRATION

1.01 The County shall be the Plan Administrator and Moreland, Black & Manning, Inc., referred to as the "Administrative Firm" shall be engaged as a subcontractor in the performance of administrative services for the plan.

SECTION TWO
ADMINISTRATIVE SERVICES TO BE PROVIDED BY ADMINISTRATIVE FIRM

2.01 The Administrative Firm is to provide participant election forms to be used during the enrollment process.

2.02 The Administrative Firm is to process initial enrollment forms and revocation forms to initiate the administration function.

2.03 The Administrative Firm is to provide reimbursement checks to employees as scheduled below:

a. Medical reimbursement checks on a monthly basis;

b. Dependent Day Care reimbursement checks each pay period.

2.04 The Administrative Firm is to provide a check register for all checks printed.

2.05 The Administrative Firm is to provide each participant a Statement of Account on a monthly basis.

2.06 The Administrative Firm is to provide discrimination reports and a written interpretation as needed, and to provide recommendations on methods to resolve any discrimination issues.

2.07 The Administrative Firm is to provide monthly County statements of participation by plan participants.

2.08 The Administrative Firm is to provide annual preparation of Internal Revenue Service Form 5500 on a timely basis.

2.09 The Administrative Firm is to provide participant election forms at the end of each year for use in making elections for the following year.

SECTION THREE
COMMUNICATION SERVICES TO BE PROVIDED BY ADMINISTRATIVE FIRM

3.01 The Administrative Firm is to present informational seminars to the employee group.

3.02 The Administrative Firm is to meet with interested employees to discuss their savings and personal needs.

SECTION FOUR
THE ADMINISTRATIVE FIRM SHALL HOLD COUNTY HARMLESS

4.01 The administrative Firm shall hold harmless and indemnify Fort Bend County for any and all penalties assessed by the Internal Revenue Service due to an error in the services provided by the Administrative Firm. However, this shall not apply if the error was created by erroneous or incomplete information or data provided by the County to the Administrative Firm.

SECTION FIVE
RESPONSIBILITIES OF THE COUNTY

5.01 The County will report participant terminations and changes of family status to Administrative Firm on a monthly basis.

5.02 The County will be responsible for the distribution of checks and participant statements of account to County employees.

5.03 The County will provide Administrative Firm with blank check stock for use in preparing reimbursement checks.

5.04 The County will be responsible for actual signing of reimbursement checks.

5.05 The County will initiate any action required in the event the plan becomes discriminatory.

SECTION SIX
REPORTS AND DATA

6.01 All reports and data turned over to the Administrative Firm remain the property of the County. Administrative Firm will provide the County all data, upon request, in the electronic or printed format used by Administrative Firm in its administration procedures. The County Auditor shall have access to all documents relating to the County's plan that has been prepared by the Administrative Firm.

SECTION SEVEN
FEES

7.01 At the end of each month, the Administrative Firm will submit a statement showing the amount of fees for that month. The County will pay the Administrative Firm the amount billed upon receipt of the statement. A Schedule of Fees is set forth below:

Provide a restated speciment document and summary plan description (1-copy) that complies with the new IRS Regulations	$1,000.00
Initial enrollment including five employee meetings. (Additional employee meetings @ $50 each)	$3,000.00

Reenrollment process annually		$2,500.00
Prepare IRS Form 5500	(1989)	$ 250.00
	(1990)	$ 250.00

Administering the spending accounts:

0-50 participants - monthly charge per participant	$ 5.00
51-150 participants - monthly charge per participant	$ 4.50
Over 150 participants - monthly charge per participant	$ 4.00

SECTION EIGHT
TERMS OF THIS AGREEMENT

8.01 This Agreement shall be effective on the date of execution by both parties and remain in effect until December 31, 1990 unless terminated by either party by giving thirty (30) days written notice. Notice of termination shall be sent by certified mail return receipt requested to:

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

Moreland, Black & Manning, Inc.
11 Greenway Plaza, No. 2710
Houston, Texas 77046

SECTION NINE
ENTIRE AGREEMENT

9.01 This Agreement constitutes the entire agreement between the parties herein and may not be amended except with the mutual agreement of the Commissioners' Court of Fort Bend County and the Administrative Firm.

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

FORT BEND COUNTY

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

Date: 3/19/90

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

MORELAND, BLACK & MANNING, INC.

By: J Paul Hancock

Date: March 6, 1990

AGENDA ITEM

41 14 1268

MARSHA P. GAINES
TAX ASSESSOR/COLLECTOR

To: Judge Jodie Stavinoha

From: Marsha P. Gaines

Date: March 13, 1990

Subject: INVOICES - Ann Knauth & Associates

Please find attached two invoices being submitted for payment by Ann Knauth & Associates on the East-End Annex.

RECEIVED
MAR 14 1990
COUNTY JUDGE

ANN KNAUTH & ASSOCIATES
101 SOUTHWESTERN BLVD., SUITE 208
SUGAR LAND, TEXAS 77478
TEL. (713) 242-9703

INVOICE

TO: Fort Bend County
500 Jackson
Richmond, Texas 77469

January 31, 1990

Re: Fort Bend County Branch Tax Office - Missouri City
Job #: AR9002
Attn: Marsha Gaines, Tax/Assessor Collector

INITIAL DEPOSIT DUE UPON EXECUTION OF LETTER OF AGREEMENT BETWEEN FORT BEND COUNTY AND AKA FOR PROFESSIONAL DESIGN SERVICES = $1,000

AKA will credit your account at the end of the BID NEGOTIATION PHASE of the Project for the $1,000 deposit.

ANN KNAUTH & ASSOCIATES
101 SOUTHWESTERN BLVD., SUITE 208
SUGAR LAND, TEXAS 77478
TEL. (713) 242-9703

INVOICE

TO: Fort Bend County
500 Jackson
Richmond, Texas 77469

February 28, 1990

Re: Fort Bend County Branch Tax Office - Missouri City
Job #: AR9002
Attn: Marsha Gaines, Tax/Assessor Collector

The total design fee = 10% of Construction Costs for the Project ~~plus Reimbursible Expenses.~~

For this invoice, we are using the estimated construction amount of $80,000 to compute the architectural fee.

Design fee: 10% of $80,000 = $8,000

FOR PROFESSIONAL SERVICES RENDERED FEB.1 TO FEB. 28, 1990

Pre Design and Schematic Design Phase:
20% of 10% of estimated Construction Cost of $80,000 = $1,600.00

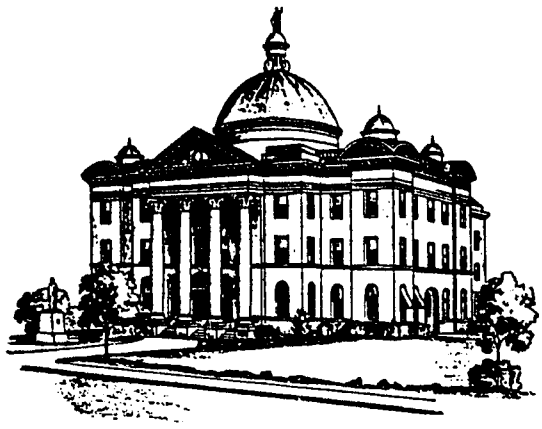
CURRENT REIMBURSIBLES:

Plan copies	$20.70		
Photo copies 59 @ $.15	$8.85		
TOTAL	$29.55		
Plus Handling chg. 25% =	7.39		
TOTAL		=	$36.94
	TOTAL	=	$1,636.94

15

41 1271

OFFICE OF
BOB LUTTS
COMMISSIONER
PRECINCT 4



P. O. BOX 187
FULSHEAR, TEXAS 77441
(713) 346-1432

THE STATE OF TEXAS COUNTY OF FORT BEND

March 13, 1990

Mr. Richard Selleh
Personnel Director
Fort Bend County

Re: Request for Extended Sick Leave
For A.J. Weyand, Precinct 4

Dear Richard,

I am requesting extended sick leave for A.J. Weyand. He has been a valuable employee with Precinct 4 since September 12, 1983.

Due to illness and hospitalization he will totally use all accumulated sick and vacation time as of March 6, 1990.

According to the guidelines of the Fort Bend County Employee's Manual A.J. Weyand is qualified to receive 14 days of additional sick leave.

I would appreciate your consideration in this matter. If I can be of any assistance, please call me.

Sincerely yours,

Bob Lutts

Bob Lutts

BL/sk

TO: Commissioner Lutts,
Precinct 4

FROM: Bill Thomas,
Personnel Analyst

DATE: March 14, 1990

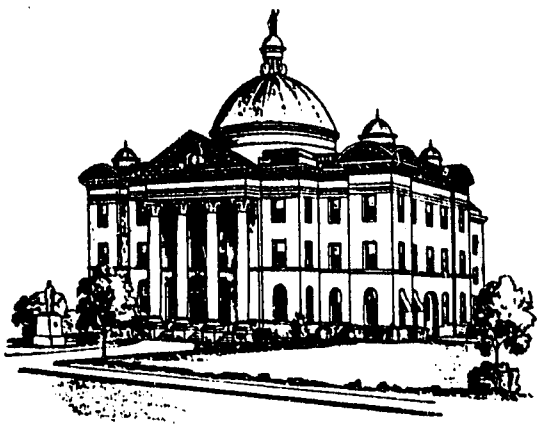
SUBJECT: Extended Sick Leave Request - A. J. Weyand

Personnel has reviewed your request relating to extended sick leave for A. J. Weyand. We are in agreement with your request, and feel it to be in the best interest of the County as well as the employee.

In view of the current date, you may wish to place this on the Commissioner's Court agenda for Monday, March 19, 1990.

BT: Bill Thomas
attachment
cc: Judge Stavinoha
Commissioner O'Shieles
Commissioner Denham
Commissioner Pressley
County Clerk Wilson
Personnel Director Selleh

OFFICE OF
BOB LUTTS
COMMISSIONER
PRECINCT 4



P. O. BOX 187
FULSHEAR, TEXAS 77441
(713) 346-1432

STATE OF TEXAS COUNTY OF FORT BEND

March 13, 1990

Mr. Richard Selleh
Personnel Director
Fort Bend County

Re: Request for Extended Sick Leave
For A.J. Weyand, Precinct 4

Dear Richard,

I am requesting extended sick leave for A.J. Weyand. He has been a valuable employee with Precinct 4 since September 12, 1983.

Due to illness and hospitalization he will totally use all accumulated sick and vacation time as of March 6, 1990.

According to the guidelines of the Fort Bend County Employee's Manual A.J. Weyand is qualified to receive 14 days of additional sick leave.

I would appreciate your consideration in this matter. If I can be of any assistance, please call me.

Sincerely yours,

Bob Lutts

Bob Lutts

BL/sk

#16

41 1274

AS PER ORIGINAL

TO: Commissioner's Court Members
Judge Stavinoha
Commissioner Denham
Commissioner Pressley
Commissioner Lutts

FROM: Bill Thomas.
Personnel Analyst

DATE: 3-15-90

SUBJECT: Position upgrade - Precinct 1 Road & Bridge

It is my understanding Commissioner O'Shieles wishes to ask the court to approve a position level not originally stated in the '90 budget. The request is to upgrade a grade 6 Clerk II to a grade 8 Clerk III. Commissioner O'Shieles has a proposed employee to fill the requested upgrade, and the attached infromation relates to this agenda item for the 3-19-90 Commissioner' Court.

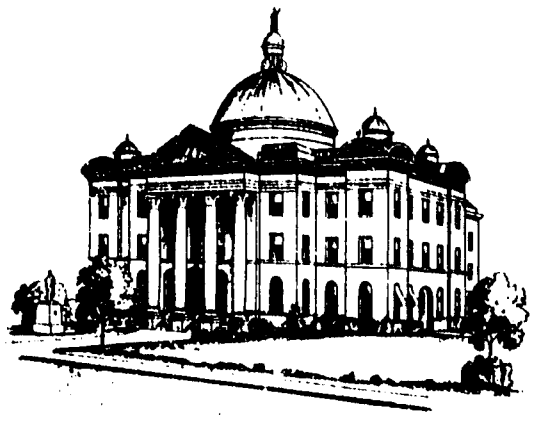
Personnel has no problem with recommending approval of this request.

BT:

Bill Thomas

cc: Commissioner O'Shieles
County Clerk, Dianne Wilson

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

February 15, 1990

Mr. Richard Selleh
Administrative Coordinator/Personnel Director
P. O. Box 326
Richmond, Texas 77469

RE: Barbara Wleczyk, Presently Clerk II, Grade 6, Step 5

Dear Richard:

This letter will serve as my official request to change the classification of Barbara Wleczyk from Clerk II, Grade 6, Step 5, to Clerk III, Grade 8, Step 5. She has been employed with Fort Bend County, Precinct #1 for five (5) years. During these past years she has become thoroughly versed in all phases of the operations of Precinct #1.

Barbara presently writes and submits to Purchasing all regular and emergency requisitions. She maintains all departmental files on purchase orders and requisitions and monitors all purchases, partial deliveries and outstanding orders. She watches and recommends the ordering of supplies and equipment to maintain the necessary level for operation of Precinct #1. Any and all purchases and billings for Precinct #1 are coordinated through Barbara. She oversees the ordering of all road material, culverts, bridge timber, uniforms, chemicals, fuel, road signs and property and equipment and she monitors all billing charges to insure strict compliance with the state laws regarding the competitive bid process. Barbara reconciles charges with billing invoices and prepares and types documents to submit for payment of said charges. She contacts the accounts receivable departments of various vendors and sets up charge accounts for Precinct #1.

Barbara performs receptionist duties and handles citizens problems both by phone and in person. She answers phone inquiries and routes calls to proper destinations. She prepares work orders for various maintenance jobs and citizens requests and routes these reports to proper channels for immediate action. She types various reports, correspondence and documents and performs filing, bookkeeping and other clerical duties. She works extensively with the adding machine and typewriter.

Within the past year she has begun learning computer skills. She has now learned and mastered the computer "Precinct Road System" used in our Precinct #1 office. She is currently the alternate computer operator when our current operator is not in attendance. She is presently training on the word processor on the IBM Wheelwriter 70, Series II. She is looking forward to the day when the accounts payable in Precinct #1 can be computerized.

Barbara has always been eager and willing to learn more regarding the computer and all other phases of the operations of Precinct #1. She is a consciencous and dependable worker and has displayed a true dedication to her job. She quickly masters new assignments and requires only minimal supervision. Her work seldom requires checking and she can be counted on to volunteer to help other employees with any work projects.

Over the past five (5) years Barbara's work duties have expanded and the work load has increased as described above. She has also had increased personal and phone contact with the general public. Her duties now require more decision making and individual responsibility as well as her coordination and assistance of various Precinct departments in their ordering of material and supplies.

I hereby ask that Barbara Wleczyk be re-classified so that her classification be an accurate reflection of her actual duties and responsibilities. The improved skills and the increased work requirments prove the necessity of this change. Thank you in advance for your anticipated cooperation in this matter, and if you have any questions, please do not hesitate to contact me.

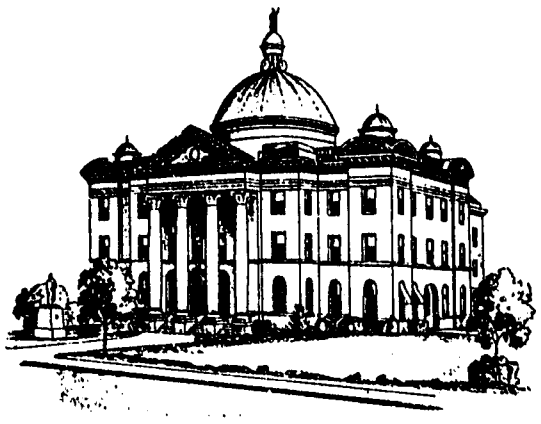
Very truly yours,

R. L. O'Shieles
Commissioner, Precinct #1
Fort Bend County

RLO:lu

#17
41 1277

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

March 16, 1990

Each Member
Commissioners Court
Fort Bend County, Texas

Subject: 4% price increase for Arsenal brand herbicide per escalation clause in Bid #89-062.

Gentlemen,

On Monday, March 19th, I will ask the Court to grant a 4% price increase on Arsenal brand herbicide. Attached are letters we received from the two vendors requesting the increase and letters from their suppliers showing the increase.

A price increase is allowed in the bid specifications and I have attached a copy of those specs for your review.

If you have any question please call me.

Thank you,

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

El Campo Spraying Service

Lawrence Socha
CERT. APPL. #20522 PTLFW
Ed Strnadel, Jr.
CERT. APPL. #25825 PLW

2515 N. Mechanic
El Campo, Texas 77437-9419
(409) 543-7811

February 28, 1990

Fort Bend County
Purchasing Agent
P. O. Box 368
Richmond, Texas 77469

Dear Purchasing Agent:

El Campo Spraying Service, Inc. has experienced a price increase on the following product. In order to provide your county with the same quality of service, we must pass these increases along to you, the end user.

Please make the necessary adjustments to our price schedule as follows:

Arsenal	2 x 2.5	$142.48	per gal.
Arsenal	30 gal.	$140.40	per gal.

Thank You,

Ed Strnadel Jr.

Ed Strnadel, Jr.

Lawrence Socha

41 1279

CYANAMID

American Cyanamid Company
Agricultural Division

Address Reply To

Michael Standish
American Cyanamid Co.
P.O. Box 1040
Granger, TX 76530
512/859-2779

February 23, 1990

Ft. Bend County
Purchasing Dept.
P.O. Box 368
Richmond, TX 77469

Dear Purchasing Agent:

Effective October 1, 1989 American Cyanamid Company announced a 4% price increase to distributors and dealers of Arsenal Herbicide (Isopropylamine salt of Imazapyr).

If you should have any questions concerning this please feel free to contact me.

Sincerely,

Michael Standish

Michael Standish
Vegetation Specialist
American Cyanamid Co.

41 1280

TIMBERLAND ENTERPRISES, INC.
4565 South Wayside
SUITE 104
HOUSTON, TEXAS 77087
713-644-1800

February 14, 1990

Fort Bend County
P.O.Box 249
Fresno, Texas 77545

Gentlemen:

This letter is to inform you that there has been a price increase on the following products. We feel that we can still offer you a competitive price in spite of the increase. The products effected are as follows;

PRODUCT	SIZE	COST
DUST	8 X 3 #	126.00 / LB
VELPAR L	4 X 1 QL	46.54 / QL
Arsenal	2 x 2.5 gl	145.60 / gl
Arsenal	30 gl	143.52 / gl

Also, Monsanto has set Timberland up as a Rodeo agent. Therefore we are required as an agent to sell Rodeo at the following Prices:

Rodeo	2 x 2.5	$94.50/gl
"	30	$86.50/gl

This is a decrease in price to Ft. Bend, which I'm sure wont hurt you're feelings!

If you have any questions please give us a call.

Sincerely

George B. Pylant
Area Sales Manager
713-644-1800

AS PER ORIGINAL

CYANAMID

PRICE LIST

VPC

VPC 90-026
Price List for All States
Except California and Hawaii
Effective: October 1, 1989

ARSENAL® herbicide

A non-selective, noncropland herbicide, systemic in action. Especially effective in controlling annual and tough perennial vegetation such as foxtails, johnsongrass, trumpetcreeper, field bindweed, multiflora rose, etc. Kills roots and top growth as well as weeds germinating just after application.

Product Codes	Package Size	Price/gal.
22899-16	4 x 1 qt. case (72 gal./pallet) 800 lbs./pallet	[redacted]
22899-15	8 x 1 qt. case (72 gal./pallet) 800 lbs./pallet	[redacted]
22899-13	2 x 2-1/2 gal. case (120 gal./pallet) 1,300 lbs./pallet	[redacted]
22899-02	5 gal. pail (24 x 5 gal./pallet) 1,201 lbs./pallet	[redacted] (while supply lasts)
22899-05	30 gal. drum (4 x 30 gal./pallet) 1,249 lbs./pallet	[redacted]

To: TIMBERLAND ENT.

This is our latest price sheet, please note the effective date.

These prices reflect a 4% increase over our previous price sheet.

Please call me if you need additional information.

Sincerely,

Michael G. Standerf
Vegetation Specialist

OPENING DATE:	BID NUMBER:	DATE OF ISSUE:	PAGE NUMBER	NUMBER OF PAGES
6 - 5 - 89	89-062	5 - 22 - 89	2	5

A. SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors for the purchase of weed, brush, and insect control materials as specified herein.

B. PERIOD OF CONTRACT:

This contract will be for the period 1 July 1989 thru 30 June 1990. This contract may be cancelled by either party with 30 days written notification.

C. DELIVERY:

1. Delivery within five (5) working days is required, unless otherwise specified at time of order.

2. Items ordered from this bid must be delivered to various locations throughout Fort Bend County.

D. MISCELLANEOUS:

1. Any one item may be selected from this bid without regard to other quotes.

2. All prices must be FOB delivery point.

3. If, during the term of this contract, the bidders net prices for items like those awarded herein are reduced below the new price quoted herein, it is understood and agreed that the benefits of such reductions shall be extended to the County of Fort Bend. The supplier will, within fifteen (15) days, provide written notice to the Purchasing Agent of the specific amount(s) of the decrease(s) and the effective dates.

4. If, during the term of this contract, the bidder's cost for materials are increased, the bidder may apply to the Purchasing Agent for a corresponding price adjustment. Such application must be accompanied by sufficient information to justify approval. The supplier will provide a minimum of thirty (30) calendar days written notice of the request to increase. No application for upward price adjustments shall be approved during the first six (6) months of this contract. Fort Bend County reserves the right to cancel any bid and re-solicit if the price proves to be unreasonable; or the increase, exceeds the original bid by 25% or more.

INITIALS OF BIDDER:_____**DATE:**_____

ITEM #1: ARSENAL.

COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
EL CAMPO SPRAYING	$135.00	30 GALLONS	NOT STATED		$4,050.00
EL CAMPO SPRAYING	$137.00	NOT STATED	NOT STATED		$ 137.00
TIMBERLAND ENTERPRISES	$138.00	NOT STATED	30 GALLONS		$4,140.00
TIMBERLAND ENTERPRISES	$140.00	NOT STATED	2.5 GALLONS		$ 350.00
ESTES CHEMICAL	$142.50	$500.00	2.5 GALLONS		$ 500.00
GOLDTHWAITE'S OF TEXAS	$167.48	2.5 GALLONS	2.5 GALLONS		$ 418.70

41 1283

#18

41 1284

PURCHASE OF ONE (1) OR MORE NEW SIXTY-TWO (62) HORSEPOWER TRACTORS.
BID #90-036.

COMPANY	BID PRICE	
✓ NorthGate Outdoor Power and Tractor 22820 IH 45 North Spring, Texas 77373	$14,200.00 (1-5 units)	$13,750.00 (5 or more units)
J.I. Case Co., dba Case Power & Equip. P.O. Box 1147 Rosenberg, Texas 77471	$14,644.00	
Brookside Equipment Sales, Inc. P.O. Box 262324 Houston, Texas 77207	*$15,860.00 *Does not meet specs: Specs call for Automatic Engine Shutdown System, bid does not include this item.	

BID RECAPITULATION

LEGAL NOTICE RUN IN NEWSPAPER: February 25, 1990 and March 4, 1990.

INVIDUAL NOTICES MAILED: 36

BID PACKETS PICKED UP OR MAILED: 9

BIDS RECEIVED: 3

20. CONSIDER APPLICATIONS FROM H.L.& P. TO LAY CONDUIT UNDER SERVERAL ROADS IN SOUTH LAKE VILLAGE, SEC. 1, 2, 3 IN PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from H.L. & P to lay conduit under serveral roads in South Lake Village, Sec. 1, 2, 3 in Pct. 3. (Recorded in minutes in full)

21. CONSIDER APPLICATIONS FROM PRIME CABLE TO LAY CABLE UNDER/ALONG MAYKIRK ST., DARGAIL ST., SOUTH FRY RD., WEST BELLFORT, PCT. 3 AND UNDER/ALONG ALCORN OAKS DR., ELKINS RD., PALM ROYALE & SWEETWATER BLVD., PCT. 4:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application from Prime Cable to lay cable under/along Maykirk St., Dargail St., South Fry Rd., West Bellfort, Pct. 3 and under/along Alcorn Oaks Dr., Elkins Rd., Palm Royale & Sweetwater Blvd., Pct. 4. (Recorded in minutes in full)

22. CONSIDER APPLICATION FROM SEISMOGRAPH SERVICE TO LAY CABLE AT SEVERAL LOCATIONS IN PCT. 1 & 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone until March 26, 1990. (Recorded in minutes in full)

23. CONSIDER APPLICATION FROM OPTIMAL GEOPHYSICAL TO LAY CABLE AT SEVERAL LOCATIONS IN PCT. 1 & 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until March 26, 1990. (Recorded in minutes in full)

24. CONSIDER RELEASING PERFORMANCE BOND TO STAR CABLE CO. FOR WORK COMPLETED ALONG VINCIK-EHLERT RD. & ISLEIB RD., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to release performance bond in the amount of $2,000 to Star Cable Co. for work completed along Vincik-Ehlert Rd. & Isleib Rd., Pct.2. (Recorded in minutes in full)

25. CONSIDER RECLASSIFICATION OF PCT. 2 EMPLOYEE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve the reclassification of Wesley Oberhoff, Precinct 2 employee from Foreman, grade 10 step 7 to Precinct Supervisor grade 12 step 5. (Recorded in minutes in full)

26. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (POSTIER VS. LAIDLAW) AND PERSONNEL (DEPT. HEAD EVALUATIONS), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,G) V.T.C.S., AND CONSIDER TAKING ACTION:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to increase job grade for the following:

Patrick Conrad, Veterans Service Officer
from grade 11 step 7 to grade 11 step 9 at a bi-weekly salary of $1,013.00

Richard Selleh, Personnel Director
from grade 19 step 3 to grade 19 step 4 at a bi-weekly salary of $1,385.00

41 1284

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permitting Administrator/Floodplain Coordinator

3403 Avenue F
Phone: 342-3039

March 8, 1990

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

RE: Release of Bond For Star Cable, Co.
Cashier's Check #82797, $2,000.00
Court Approved 6/19/89, Permit #81062

Dear Ms. Wilson:

This is to notify you that Star Cable, Co. has complied with Fort Bend County's Regulations for the Laying, Construction, Maintenance and Repair of Cable, 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 to Mr. Henry Anderson
Star Cable, Co.
1112 S. Brooks
Brazoria, Texas 77442

If you have any questions, please contact this office.

Sincerely,

Sidney M. Shaver

Sidney M. Shaver
Permitting Administrator

SMS:rp

41 1287

COUNTY OF FORT BEND

Engineering Department
P.O. Box 1449 3403 Avenue F
Rosenberg, Texas 77471 Phone: 342-3039

LETTER OF TRANSMITTAL

DATE 3/15/90
JOB NO.
ATTENTION Commissioner Ben Denham
RE: Release of Bond for Permit # 81062

TO FBC Precinct #2

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	3/13/90		Signed inspection form for completion of work on Vincik-Ehlert Rd., & Isleib Rd.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Please be aware, Don Teyki has completed an inspection for the cable crossing work on Vincik-Ehlert Rd. & Isleib Rd. We are requesting If you would like this item to be placed on the agenda for 3/19/90.

If you have any questions, please contact this office.

COPY TO file

Rosie Pavlik for

SIGNED: Sidney M. Shaver/Permitting Admin.

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

COUNTY OF FORT BEND

Engineering Department

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

Sidney M. Shaver
Permitting Administrator/Floodplain Coordinator

3403 Avenue F
Phone: 342-3039

PERMIT RELEASE FORM FOR ACTIVITY WITHIN
FORT BEND COUNTY R.O.W./EASEMENT

I Don A. Zeyll as representative for (Precinct 2), (Drainage District) have inspected the project under Permit # 81062 and find it meets plans and specifications as presented in the permit. I hereby authorize the release of the (performance bond), (letter of credit), (cashier's check), (personal check), (other), (circle one) for said permit in the amount of $ 2,000.00.

DATE 3-13-90

NOTE: See attached Engineering Department's signed inspection form.

INSPECTION FORM

APPLICATION # 81062

The following "Notice of Proposed Cable, Conduit and/or Pole line activity in Fort Bend County" have been inspected and the as built construction conforms to appropriate regulations set by Commissioners' Court of Fort Bend County, Texas.

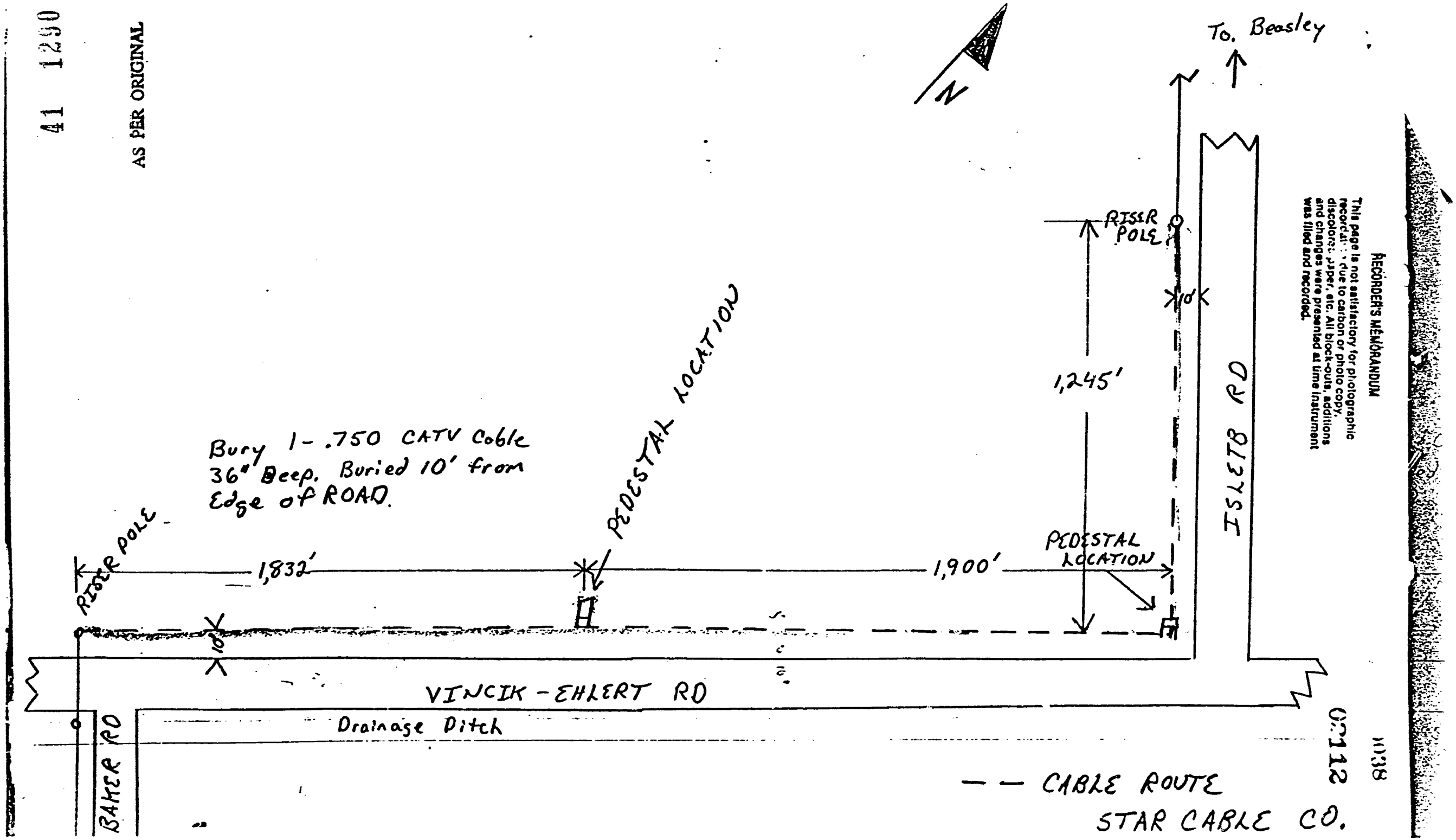
Gene Freund
Engineering Department

March 5 1990
Date

2/16/90

41 1290

AS PER ORIGINAL



RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

0:112

1038

14. CONSIDER ACCEPTING THE CHANGE RIDER FOR THE MAINTENANCE BOND ON FILE, PROVIDING AS FOLLOWS: CHANGE THE NAME OF THE PRINCIPAL FROM ENTEX, INC. TO ENTEX, A DIVISION OF ARKLA, INC.:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept the change rider for the maintenance bond on file as presented by Dan Gerken, Drainage Engineer. (Recorded in minutes in full)

6-19-89

15. CONSIDER APPLICATION FROM STAR CABLE CO. TO LAY CABLE ALONG VINCIK-EHLERT RD., & ISLEIB RD., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Star Cable Co. to lay cable along Vincik-Ehlert Rd. & Isleib Rd., Pct. 2. (Recorded in minutes in full)

16. CONSIDER APPROVAL OF COMMISSION AGREEMENT WITH AT&T FOR PUBLIC PAY PHONES:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve agreement with AT&T for seven public pay phones at 5% commission for one year.

17. SET PUBLIC HEARING ON CLOSING OF HARDIN RD. & MEYER RD., BRIDGES AT SNAKE CREEK, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing on closing of Hardin Rd. & Meyer Rd. for JULY 17, 1989 at 10:15 a.m.

18. TAKE ACTION ON THE FOLLOWING BIDS: (1) GASOLINES #89-060; (2) FORD DEALER PART #89-061; (3) RFP'S FOR COMPAQ DESK PRO 286 MODEL OR EQUAL #89-065:

Award bid for gasolines:

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 SOUTH COAST FUEL for gasoline at cost $0.031 (above the OPUS average price) per gallon. (Recorded in minutes in full)

Award bid for Ford dealer part:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners' Court finds that the best bid be awarded to JOE MYERS FORD for Ford dealer parts at +5%. (Recorded in minutes in full)

Award bid for RFP'S for Compaq Desk Pro 286 model or equal:

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

RECESS:

Commissioners' Court recessed at 10:35 a.m. for Drainage District meeting.

19. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (BFI) AND LAND MATTERS (COUNTY ENGINEER & DRAINAGE DISTRICT FACILITIES), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E&F), VTCS, AND CONSIDER TAKING ACTION:

Met in Closed Session.

AS PER ORIGINAL

BANK MONEY ORDER

82797

REMITTER Star Cable

March 15, 1989

88-1998
1131

DATE

$ 2000.00

PAY TO THE ORDER OF County of Fort Bend

BRAZORIA STATE BANK 2,000 AND 00 CTS

AUTHORIZED SIGNATURE

Brazoria State Bank
BRANCH OF MOULTON STATE BANK
P.O. BOX 2 BRAZORIA, TX 77422 798-2101

Mattie Ann Davis Card Cashier
Etha Williams

⑈082797⑈ ⑆113119985⑆ 800 001⑈

AS PER ORIGINAL

0038
02109
41 1292

0038

1233

02110

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81062

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased

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
Vincik-Ehlert	Baker Rd. Northeast	Esleib Rd	3732'
Esleib	Vincik-Ehlert Rd. (Northwest)	Poleline	1245'

General Description

Bury one .750 aluminum jacketed CATV cable 36" below grade 10' from edge of road. Install 2--equipment pedestals as indicated on attached map.

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: Star Cable Co.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Larry Schnack Project Manager
(Please Print)

DATE: 2 June 1989
ADDRESS: 1112 S. Brooks
(Street/P.O. Box)

Brazoria TX 77422
City State Zip

TELEPHONE NO: (409)798-1946

#25

41 1294

Ben G. Denham
Fort Bend County
Commissioner
Precinct 2

March 15, 1990

MEMORANDUM

TO: **Richard Selleh, Personnel Director**
Bill Thomas, Personnel Analyst
FROM: **Ben G. Denham, Commissioner**
INRE: **Reclassification of Wesley Oberhoff**

Recently Mr. Jebbia, our Road Superintendent retired. In filling his previous duties, I have decided to redistribute the work load among my current employees. Because of this, Wesley Oberhoff's job description and work load has changed and I now feel that he should be re-classified from **Forman Grade 10 Level 7** to the position of **Precinct Supervisor Grade 12 Level 5.**

Sincerely,

BGD:lrf

CC: Honorable Jodie E. Stavinoha, County Judge
Commissioner R. L. "Bud" O'Shieles, Precinct 1
Commissioner Alton B. Pressley, Precinct 3
Commissioner Bob Lutts, Precinct 4
Ms. Dianne Wilson, County Clerk

Fresno, TX 713/431-0555 Needville, TX 713/342-0508 Needville, TX 409/793-4775 P.O. Box 249 Fresno, TX 77545

27. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) PURCHASE & DELIVERY OF A 3300 SCFM MAX. FLOW UTILITY FLARE PACKAGE FOR COUNTY LANDFILL, ROSENBERG (#90-035); (2) TWO OR MORE NEW 1990 7,220 #GVWR MIN. PICKUP TRUCKS (#90-037):

Open and consider purchase & delivery of a 3300 SCFM max. flow utility flare for county landfill, Rosenberg:

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

A)	JOHN ZINC FLARE GROUP	$34,470.00
B)	McGILL ENVIRONMENTAL	$36,483.00

Open and consider two or more new 1990 7,220 #GVWR min. pickup trucks:

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

A)	BARRETT WHITE GMC TRUCKS	$12,490.00
B)	JOE GRILLO OLDSMOBILE-DODGE	$12,471.60
C)	KNAPP CHEVROLET, INC.	$12,455.00
D)	LAWRENCE MARSHAL CHEV-OLDS	$12,480.54

28. 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, Auditor.

29. ADJOURNMENT:

Commissioners' Court adjourned at 1:45 p.m. Monday, March 12, 1990.

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990

On this the 19th day of March, 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 _____

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: _____

PURCHASE AND DELIVERY OF A 3300 SCFM MAX FLOW UTILITY FLARE PACKAGE FOR THE FORT BEND COUNTY SANITARY LANDFILL, ROSENBERG, TEXAS. BID #90-035.

COMPANY	
EnviroPro, Inc.	
✓John Zinc Flare Group	$34,470
Waste Energy Technology, Inc.	
McGill Environmental	36,483.00

PURCHASE OF TWO (2) OR MORE NEW 1990 7,200 GVWR MINIMUM PICKUP TRUCKS
BID NUMBER 90-037

COMPANY	
A.C. COLLINS FORD, INC.	
BARRETT WHITE GMC TRUCKS	$12,490.00
BECK & MASTEN PONTIAC-GMC, INC.	
BOB MARCO BUICK-GMC-MAZDA	
CHAMPION CHRYSLER PLYMOUTH, INC.	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
CHUCK RATHERT CHEV.	
DAN BOONE CHEVROLET	
DEMONTROND TRUCK CENTER	
DUB MILLER FORD	
EAST BERNARD FORD, INC.	
EXCELLANCE INCORPORATED	
FIRST RESPONSE, INC.	
FRANK GILLMAN PONTIAC CO.	
FRAZER, INC.	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	
GOODSON GMC	
GREENVILLE FORD LINCOLN MERCURY	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD, INC.	
JOE CAMP FORD	
✓JOE GRILLO OLDSMOBILE-DODGE	$12,471.60

PURCHASE OF TWO (2) OR MORE NEW 1990 7,2002 GVWR MINIMUM PICKUP TRUCKS
BID NUMBER 90-037

COMPANY	
JOE MYER'S FORD, INC.	
JOE MYERS FORD, INC.	
KINSEL FORD	
KNAPP CHEVROLET, INC.	$12,455
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAROCHE CHEVROLET-CADILLAC	
✓ LAWRENCE MARSHAL CHEV-OLDS	12480.54
LES MARKES CHEVROLET MAZDA	
MAC HAIK CHEVROLET/SUBARU	
MAC HIEK FORD	
MACK HAIK PEACOCK CHEVROLET	
METRO FORD TRUCK SALES, INC.	
MILLER CHEVROLET	
MORT HALL FORD	
NOBLE PONTIAC GMC	
NORTHWEST FORD MERCURY DBA MARSHALL FORD	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
- SOUTHWEST LINCOLN-MERCURY, INC.	
TEXSTAR CHEVRLOET	
UNIVERSAL FORD SALES, INC.	
WEST SIDE AUTO SALES	
WESTWAY FORD, INC.	
WORTHINGTON CHEVROLET	

FORT BEND COUNTY DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 19TH day of MARCH, 1990 Drainage District Board of Fort Bend County, Texas 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
DAN GERKEN	DRAINAGE DISTRICT MANAGER

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

1. CONSIDER COASTAL PLAINS SOIL & WATER CONSERVATION DISTRICT REQUEST FOR FINANCIAL ASSISTANCE (FUNDS AVAILABLE):

   Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to pay $3,000.00 to the Coastal Plains Soil and Water Conservation District. Funds to come from Drainage District Fees & Service. (Recorded in minutes in full)

2. DISCUSS AND CONSIDER REQUEST BY PATE ENGINEERS, INC. FOR SUPPLEMENTAL SERVICES TO COMPLETE MUSTANG BAYOU IMPLEMENTATION PROGRAM:

   Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve additional fees in the amount of $15,000 as requested by Pate Engineers, Inc. for supplemental services to complete Mustang Bayou implementation program. Funds to come from Drainage District Fees & Services. (Recorded in minutes in full)

3. DISCUSS AND CONSIDER COOPERATING WITH RICHMOND AND ROSENBERG IN MAKING A JOINT APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR A REGIONAL PLANNING GRANT FOR THE RABBS BAYOU WATERSHED:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize cooperation with Richmond and Rosenberg in making a joint application to the Texas Water Development Board for a regional planning grant for the Rabbs Bayou Watershed.

   James Shuman, City of Richmond Engineer explained proposed Rabbs Bayou Watershed.

4. DISCUSS MONTHLY REPORT:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the February 1990 Drainage District monthly report. (Recorded in minutes in full)

5. ADJOURNMENT:

   Drainage District Board adjourned Monday, March 19, 1990 at 11:30 a.m.

COUNTY OF FORT BEND

Drainage District

41 1301

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

February 27, 1990

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

Dear Judge Stavinoha:

On the March 19, 1990 Drainage District Board Agenda one item for consideration will be a request (attached) from the Coastal Plains Soil and Water Conservation District (SCS) for financial assistance. The sum being requested is $3,000.00, which is the same amount requested and approved last year.

The SCS provides assistance to the Drainage District in matters of re-vegetation of projects, vegetation control, designing of erosion control structures, and assistance with land owners in matters relating to re-vegetation, vegetation control, erosion control and wetland issues.

The $3,000.00 requested is budgeted in Fees and Services.

Yours truly,

Daniel E. Gerken, P.E.
Drainage District Manager/Engineer

DEG:jm
attachment
cc w/attachment: Commissioner R. L. "Bud" O'Shielas - Precinct #1
Commissioner Ben Denham - Precinct #2
Commissioner Alton Pressley - Precinct #3
Commissioner Bob Lutts - Precinct #4
Diane Wilson - County Clerk

Coastal Plains Soil and Water Conservation District
3405 Avenue F - Rosenberg, TX 77471

RECEIVED
FEB 26 1990

Fort Bend County Commissioners Court
Fort Bend County Courthouse
Office of the County Judge
Richmond, TX 77469

Dear Sirs:

In the past, the Fort Bend County Commissioners Court has provided financial support to the Coastal Plains Soil and Water Conservation District in the sum of $3,000.00.

We are again requesting an amount of $3,000.00 to be used to finance a part-time employee to provide technical assistance to land owners and operators in the Fort Bend County area and to the Fort Bend County Drainage District.

Your assistance is needed and appreciated. Therefore, we, the Board of Directors of the Coastal Plains Soil and Water Conservation District, respectfully request your financial support this year.

Sincerely,

Wilfred Hopmann
Chairman of the Board
Coastal Plains S&WCD #317

WH:bg
cc: Dan Gerken
Fort Bend County Drainage District

3/19 Agenda
DDB #2

41 1303

PATE ENGINEERS, INC.

March 6, 1990

Mr. Daniel E. Gerken, P.E.
Fort Bend Drainage District
P. O. Box 1028
Rosenberg, Texas 77471

Reference: Mustang Bayou Plan Development
Request for Supplemental Services
PEI Job No. 392-1

Dear Mr. Gerken:

Per our conversation, we have reviewed our budget to complete the master planning for drainage in the Mustang Bayou watershed in light of the expanded system being evaluated. As you are aware, we are now evaluating the option of ultimately draining portions of the Mustang watershed through the Kitty Hollow system to Lower Oyster Creek and through the Long Point System to Lower Oyster Creek. This direction of study requires us to prepare hydrologic and hydraulic models of each of these systems. In addition, we will be defining an initial phase project and impact fees for the initial and ultimate scenarios. The specific scope of services to complete our efforts are as follows:

1. Complete the ultimate plan analysis including evaluations of storage outflow computations of the drainage channels and the stage-storage relationship for the proposed Kitty Hollow lake improvements.

2. Determine right-of-way and bridge modification requirements for the master plan drainage system.

3. Define an initial phase project for use as an implementation plan of improvements.

4. Prepare an initial and ultimate project cost estimate and evaluate the impact fees necessary to fund the portions of the master plan that serve new development.

5. Prepare a report with exhibits and cost estimates that summarizes the master plan and its implementation. The hydrologic and hydraulic computer models used in this analysis will be included in a technical appendix.

13403 Northwest Freeway, Suite 160 Houston, Texas 77040-6071 (713) 462-3178 (713) 462-1631 Fax

Mr. Daniel E. Gerken, P.E.
Fort Bend Drainage District
March 6, 1990
Page Two

Our project costs and billings have been $20,000 to date which reflects fifty percent of our original budget. We estimate that an additional $15,000 will be required in excess of our existing authorization to allow for the analyses of the Mustang, Long Point and Lower Oyster Creek systems in the overall master planning context and to define the implementation plan and impact fee for these systems. Therefore, the total authorization for this study will be $55,000.

We appreciate the opportunity to work with you on this project and believe that the completion of this plan will provide an implementable program to address the overall drainage concerns in this portion of Fort Bend County. Please call me if you have any questions.

Very truly yours,

PATE ENGINEERS, INC.

Ronald L. Mullinax, P.E.
Vice President

RLM:dz
a:JER154

Accepted by: _____ Date: 3/9/90

COUNTY OF FORT BEND

41 #2 1305

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

March 12, 1990

County Judge Jodie Stavinoha
Fort Bend County Drainage District Board
P. O. Box 368
Richmond, Texas 77469

Dear Judge Stavinoha:

In July of 1989 the Fort Bend County Drainage District accepted a proposal from Pate Engineers, Inc. to prepare a plan of improvements as well as an implementation program for Mustang Bayou. Mustang Bayou serves the eastern portion of Missouri City and a large portion of eastern Fort Bend County, including Fresno. The watershed has extensive flooding problems and the proposal included recommending phased projects to handle the existing flooding conditions and provide for additional capacity for future needs and calculate the required impact fee. The services were to be done for a lump sum fee of $40,000.

As the study proceeded, it became apparent that to solve the Mustang Bayou watershed problems, flood flows would have to be directed through the Kitty Hollow system to Lower Oyster Creek and through the Long Point System to Lower Oyster Creek. The Master Plan now requires the preparation of hydrologic and hydraulic models for each of these added systems. It is estimated that an additional $15,000 will be required to allow for the analysis of Mustang, Long Point and Lower Oyster Creek systems. The addition of these two systems in the scope of work will nearly double the service area and provide the needed program to address the overall drainage concerns in this portion of Fort Bend County.

The requested additional fee is reasonable and available in the Drainage District budget.

Attached for your review is the original proposal and the request for Supplemental Services.

The request for Supplemental Services will be placed on the March 19, 1990 Drainage District Board agenda for your consideration.

If you require additional information, please call.

Sincerely,

Daniel E. Gerken, P.E.
Drainage District Manager/Engineer

DEG:jm
attachments
cc: Commissioner R. L. "Bud" O'Shieles - Precinct #1
Commissioner Ben Denham - Precinct #2
Commissioner Alton Fressley - Precinct #3
Commissioner Bob Lutts - Precinct #4
[redacted] - County Clerk
Larry Wagenbach - Asst. District Attorney, Civil Division

PATE ENGINEERS, INC.

March 6, 1990

Mr. Daniel E. Gerken, P.E.
Fort Bend Drainage District
P. O. Box 1028
Rosenberg, Texas 77471

Reference: Mustang Bayou Plan Development
Request for Supplemental Services
PEI Job No. 392-1

Dear Mr. Gerken:

Per our conversation, we have reviewed our budget to complete the master planning for drainage in the Mustang Bayou watershed in light of the expanded system being evaluated. As you are aware, we are now evaluating the option of ultimately draining portions of the Mustang watershed through the Kitty Hollow system to Lower Oyster Creek and through the Long Point System to Lower Oyster Creek. This direction of study requires us to prepare hydrologic and hydraulic models of each of these systems. In addition, we will be defining an initial phase project and impact fees for the initial and ultimate scenarios. The specific scope of services to complete our efforts are as follows:

1. Complete the ultimate plan analysis including evaluations of storage outflow computations of the drainage channels and the stage-storage relationship for the proposed Kitty Hollow lake improvements.

2. Determine right-of-way and bridge modification requirements for the master plan drainage system.

3. Define an initial phase project for use as an implementation plan of improvements.

4. Prepare an initial and ultimate project cost estimate and evaluate the impact fees necessary to fund the portions of the master plan that serve new development.

5. Prepare a report with exhibits and cost estimates that summarizes the master plan and its implementation. The hydrologic and hydraulic computer models used in this analysis will be included in a technical appendix.

13403 Northwest Freeway, Suite 160 Houston, Texas 77040-6071 (713) 462-3178 (713) 462-1631 Fax

Mr. Daniel E. Gerken, P.E.
Fort Bend Drainage District
March 6, 1990
Page Two

Our project costs and billings have been $20,000 to date which reflects fifty percent of our original budget. We estimate that an additional $15,000 will be required in excess of our existing authorization to allow for the analyses of the Mustang, Long Point and Lower Oyster Creek systems in the overall master planning context and to define the implementation plan and impact fee for these systems. Therefore, the total authorization for this study will be $55,000.

We appreciate the opportunity to work with you on this project and believe that the completion of this plan will provide an implementable program to address the overall drainage concerns in this portion of Fort Bend County. Please call me if you have any questions.

Very truly yours,

PATE ENGINEERS, INC.

Jeff E. Ross

Jeff E. Ross, P.E.
Project Manager

JER:dz
a:JER154

RECEIVED
JUN 27 1989 1309

PATE ENGINEERS, INC.

June 23, 1989

Mr. Daniel E. Gerken, P.E.
Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, Texas 77471

Reference: Proposal for Professional Engineering Services
Mustang Bayou Plan Development

Dear Mr. Gerken:

Pursuant to the District's request, Pate Engineers, Inc. is pleased to present this proposal to perform professional engineering services in connection with preparation of a plan of improvements for the Mustang Bayou watershed in eastern Fort Bend County, Texas. The plan would address watershed improvements necessary to resolve existing out-of-bank flooding as well as implementation issues such as project phasing and watershed impact fee.

The specific scope of services proposed for plan development are as follows:

1. Collect available plans on Mustang Bayou, Kitty Hollow Lake, the highflow bypass channel, and lower Oyster Creek.

2. Recommend field surveys to be performed by the Drainage District necessary to establish HEC-2 model of Mustang Bayou.

3. Establish HEC-1 and HEC-2 models for analysis and design of improvements for Mustang Bayou.

4. Define and evaluate in consultation with the District improvement alternatives including increased high-flow bypass to Kitty Hollow Lake, Mustang Bayou channel improvements with regional stormwater detention within the Mustang Bayou watershed or a combination thereof.

5. For the recommended plan, refine estimated project cost including structures, right-of-way, bridge replacements, channel excavation, and pipeline adjustments.

6. Define project implementation plan including the recommended initial phase project and proposed impact fee.

13403 Northwest Freeway, Suite 160 Houston, Texas 77040-6071 (713) 462-3178

7. Prepare detailed technical report with text, exhibits and tables presenting the results, conclusions and recommendations concerning flood control improvements for Mustang Bayou.

We propose to provide these services for a lump sum fee of $ 40,000. The estimated time to complete the initial draft report is 90 days from receipt of all field data collected by the Drainage District.

We appreciate the opportunity to submit this proposal and look forward to the opportunity to be of service to the Drainage District.

Very truly yours,

PATE ENGINEERS, INC.

Ronald L. Mullinax

Ronald L. Mullinax, P.E.
Vice President

RLM/tav
RLM321

Accepted by: Julie E. Stavinoha
Fort Bend County Drainage District

Date: 7/5/89

DDB 4
41 1311

COUNTY OF FORT BEND

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

FEBRUARY, 1990

The removal of unwanted vegetation from channels during February, 1990 was accomplished by both shredding operations and by herbicide applications. Shredding was done on eleven (11) channels that included Keegans Bayou VII-B and Willow Fork of Buffalo Bayou V-A-2. Herbicides were applied to thirteen (13) channels that included Coon Creek II-B-3, Middle Bayou II-D-1, and Turkey Creek I-D.

The District's bridge crew replaced or repaired low-water crossings on Cedar Creek I-B, Snake Creek I-C, and Snake Creek I-C-10. They also assisted Precinct #1 with the replacement of a timber bridge on Gubbels Road.

Work at the City of Rosenberg Landfill was completed during February. The new pit area has been lined with clay and is ready to be used.

Work was also completed at the Fort Bend County Landfill where Drainage District equipment assisted with the installation of the venting system.

The District's Linkbelt LS-2800 trackhoe and Caterpillar D-6 bulldozer set several drop inlet pipes on Cow Creek II-A downstream of Cow Creek Road.

The excavation of Deer Creek II-B-5 continued with the Linkbelt LS-98A dragline and the Fiat Allis 16-B bulldozer. Approximately fourteen thousand (14,000) cubic yards of dirt were removed.

The District's Northwest 9570 dragline continued to dig on Brazos River Lateral II-H, also known as Ditch H. The two (2) Dresser TD-25 bulldozers are spreading dirt both ahead and behind the dragline. Thirty-one thousand (31,000) cubic yards of dirt were dug.

The Big Creek Bypass project continued with District and contractor equipment. Approximately ninety-three thousand (93,000) cubic yards of dirt were dug and levelled.

The Rapier NCK-305 dragline continued on the cleanout of Duvall Ditch II-J. Five thousand three hundred (5,300) cubic yards of dirt were dug on this project.

The following charts show which projects were worked and which equipment was used during February, 1990.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

1. PRECINCT 1
   E133-NORTHWEST 41AIR DRAGLINE — 2/5-2/9

2. BIG CREEK II-B
   E538-EL240HYDR. EXCAVATOR — 2/21-2/22

3. BIG CREEK BYPASS II-B ALT
   D556-LINKBELT LS98C DRAGLINE — 2/1-2/2, 2/5-2/9, 2/12-2/16, 2/19-2/23, 2/26-2/28
   E224-FIAT ALLIS FD20 DOZER — 2/1-2/2, 2/8-2/8, 2/12, 2/12, 2/13-2/16

4. BRAZOS RIVER LATERAL II-H
   E135-NORTHWEST 9570 DRAGLINE — 2/1-2/2, 2/5-2/9, 2/12-2/16, 2/19-2/21, 2/22-2/23, 2/26-2/28
   E526-DRESSER TD25G DOZER — 2/1-2/2, 2/5-2/9, 2/12-2/16, 2/19-2/23, 2/26-2/29
   E532-DRESSER TD25G DOZER — 2/1-2/2, 2/5-2/9, 2/12-2/16, 2/19-2/23, 2/26-2/28

5. CEDAR CREEK I-B
   E133-NORTHWEST 41AIR DRAGLINE — 2/1-2/2

6. CITY OF ROSENBERG ROSENBERG
   E130-NORTHWEST 41AIR DRAGLINE — 2/22, 2/26-2/28
   E226-CATERPILLAR D6D DOZER — 2/1, 2/5-2/9, 2/12-2/16
   E519-LINKBELT LS2800 TRACKHOE — 2/5-2/7, 2/9

7. COUNTY SANITARY LANDFILL LANDFILL
   E241-CASE 550C LOADER#7402317 — 2/1-2/2, 2/5-2/9, 2/12-2/15
   E519-LINKBELT LS2800 TRACKHOE — 2/12-2/13
   E538-EL240HYDR. EXCAVATOR — 2/1-2/2, 2/5-2/9
   K305-KOEHRING X305 DRAGLINE — 2/5-2/9, 2/12-2/16

8. COW CREEK II-A
   E226-CATERPILLAR D6D DOZER — 2/19-2/23, 2/26-2/28
   E519-LINKBELT LS2800 TRACKHOE — 2/7-2/9, 2/15-2/16, 2/19-2/23, 2/26-2/28

9. DEER CREEK II-B-E
   E134-LINKBELT LS98A DRAGLINE — 2/1-2/2, 2/5-2/9, 2/12-2/16, 2/19-2/21, 2/26-2/28
   E137-FIAT ALLIS 16B DOZER — 2/1-2/2, 2/5-2/9, 2/12-2/16, 2/19-2/21, 2/23, 2/26-2/28

10. DUVAL DITCH II-J
    E247-RAPIER NCR305 DRAGLINE — 2/1-2/2, 2/5-2/9, 2/12-2/16, 2/19-2/23, 2/26-2/28
    E538-EL240HYDR. EXCAVATOR — 2/22-2/23

11. KEEGANS BAYOU VII-B
    E538-EL240HYDR. EXCAVATOR — 2/16, 2/19

12. LOWER OYSTER CREEK III
    E222-FIAT ALLIS FD20 DOZER — 2/22-2/23, 2/26-2/28

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

13. SNAKE CREEK I-C

E133-NORTHWEST 41AIR DRAGLINE	2/16, 2/19
E241-CASE 855C LOADER#7402317	2/15-2/16, 2/19
E538-EL240HYDR. EXCAVATOR	2/19-2/20, 2/26-2/28

14. SNAKE CREEK I-C-10

E133-NORTHWEST 41AIR DRAGLINE	2/20
E538-EL240HYDR. EXCAVATOR	2/28

15. TURKEY CREEK II-A-2

E133-NORTHWEST 41AIR DRAGLINE	2/14-2/15

16. WILLOW WATERHOLE VIII-C-1

E227-FIAT ALLIS FD30 DOZER	2/9, 2/12-2/16, 2/21-2/23, 2/26-2/29

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

1. BRAZOS RIVER LATERAL II-H
   E116-JOHNDEERE 350C SLOPEMOWER 2/28
   E117-JOHNDEERE 350C SLOPEMOWER 2/28
   E129-INTL. 784 SLOPEMOWER 2/8
   E243-FORD 6610 SLOPEMOWER 2/28
   E513-HESSTON 7066 TRACTOR 2/26

2. BULLHEAD SLOUGH II-L
   E115-JOHNDEERE 350C SLOPEMOWER 2/28
   E524-HESSTON 7066 SLOPEMOWER 2/28

3. COW CREEK II-A
   D550-D21E KOMATSU SLOPEMOWER 2/6
   E107-JOHNDEERE 350C SLOPEMOWER 2/6, 2/12-2/13
   E127-JOHNDEERE 350C SLOPEMOWER 2/6, 2/12-2/14
   E512-HESSTON 7066 TRACTOR 2/6, 2/13-2/14

4. COW CREEK II-A-3
   D550-D21E KOMATSU SLOPEMOWER 2/5
   E107-JOHNDEERE 350C SLOPEMOWER 2/5
   E127-JOHNDEERE 350C SLOPEMOWER 2/5
   E512-HESSTON 7066 TRACTOR 2/5

5. FAIRCHILDS CREEK II-8-10-c
   E517-MF 263 SLOPEMOWER 2/15

6. KEEGANS BAYOU VII-8
   E116-JOHNDEERE 350C SLOPEMOWER 2/1, 2/7-2/8, 2/12-2/14
   E117-JOHNDEERE 350C SLOPEMOWER 2/1, 2/7-2/8, 2/12-2/14
   E243-FORD 6610 SLOPEMOWER 2/7-2/8
   E513-HESSTON 7066 TRACTOR 2/7-2/8, 2/12-2/14

7. KEEGANS BAYOU VII-8-1
   E116-JOHNDEERE 350C SLOPEMOWER 2/1
   E243-FORD 6610 SLOPEMOWER 2/1

8. SCHUECH DITCH II-RR
   E116-JOHNDEERE 350C SLOPEMOWER 2/16

9. SUGARLAND IND. DITCH II-DD
   E115-JOHNDEERE 350C SLOPEMOWER 2/16, 2/19-2/20, 2/26
   E524-HESSTON 7066 SLOPEMOWER 2/21

10. TURKEY CREEK II-A-2
    D550-D21E KOMATSU SLOPEMOWER 2/12-2/14

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

11. WILLOW FORK OF BUFFALO BAYOU V-A-2

E116-JOHNDEERE 350C SLOPEMOWER	2/15, 2/19-2/20
E117-JOHNDEERE 350C SLOPEMOWER	2/15-2/16, 2/19-2/20, 2/26
E243-FORD 6610 SLOPEMOWER	2/15-2/16, 2/19-2/20
E513-HESSTON 7066 TRACTOR	2/15-2/16, 2/20, 2/26

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

1. BIG CREEK II-B
   E102-JOHNDEERE 350 SLOPEMOWER 2/13, 2/27
   E105-JOHNDEERE 350B SLOPEMOWER 2/13, 2/27

2. COON CREEK II-B-3
   E129-INTL. 784 SLOPEMOWER 2/13, 2/26-2/27
   E229-HESSTON 7066 TRACTOR 2/13, 2/26-2/27

3. COON CREEK II-B-3-g
   E229-HESSTON 7066 TRACTOR 2/13

4. DRY CREEK II-B-2
   88FORDF350(1FDKF38G1JNA97820) 2/12-2/13, 2/26-2/27

5. FLEWELLEN DITCH II-E-10
   E116-JOHNDEERE 350C SLOPEMOWER 2/13-2/14

6. FULSHEAR CREEK II-F
   E112-JOHNDEERE 350C SLOPEMOWER 2/13
   E158-CASE 1390 TRACTOR 2/13

7. GAPPS SLOUGH II-B-2-a
   E111-JOHNDEERE 350C SLOPEMOWER 2/27
   E121-JOHNDEERE 350C SLOPEMOWER 2/12, 2/27
   E122-JOHNDEERE 350C SLOPEMOWER 2/12, 2/27

8. MEANS DITCH I-F
   E125-JOHNDEERE 2640 SLOPEMOWER 2/12
   E155-CASE 1390 TRACTOR 2/12

9. MIDDLE BAYOU II-D-1
   E126-JOHNDEERE 2640 SLOPEMOWER 2/12, 2/26-2/27
   E242-FORD 6610 SLOPEMOWER 2/12, 2/26-2/27

10. RABBS BAYOU II-D
    88FORDF350(1FDKF38G1JNA97820) 2/27

11. SEABOURNE CREEK II-B-4
    E102-JOHNDEERE 350 SLOPEMOWER 2/26-2/27
    E105-JOHNDEERE 350B SLOPEMOWER 2/26-2/27

12. TURKEY CREEK I-D
    E106-JOHNDEERE 350C SLOPEMOWER 2/12, 2/26-2/27
    E107-JOHNDEERE 350C SLOPEMOWER 2/12-2/13, 2/26-2/27
    E120-JOHNDEERE 350B SLOPEMOWER 2/12-2/13, 2/26-2/27
    E125-JOHNDEERE 2640 SLOPEMOWER 2/13, 2/26
    E155-CASE 1390 TRACTOR 2/13, 2/26, 2/28

RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

13. TURKEY CREEK I-D-14
E108-JOHNDEERE 350C SLOPEMOWER 2/13

RECORDER'S MEMORANDUM
This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All block-outs, additions and changes were presented at time instrument was filed and recorded.

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.

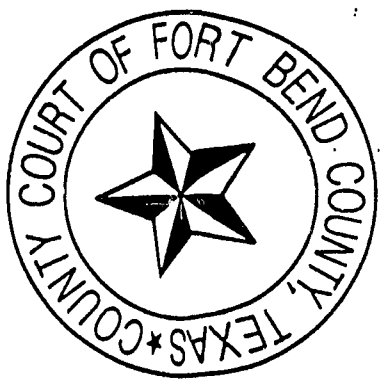
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON JUNE 11, 19 90.

STARTING WITH
FILM CODE NO. 90Vol.41Pg.1212

ENDING WITH
FILM CODE NO. 90Vol.41pg.1317



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 11 DAY OF JUNE, 1990.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 1320.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, MARCH 26, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 19, 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. Accept fee officers' monthly reports.
7. Approve resolution in support of the Fort Bend veterans memorial to be located at Courthouse.
8. Consider extension of sick leave for D.A. employee.
9. Consider amending partial replats of Travis Park, Lot 10, 11 & 12, Block 1, Pct. 4.
10. Accept road in Brazos Bend Oaks Sub. into the County road maintenance system in Pct. 1.
11. Consider taking action on changing name of Canal Rd. to Beechnut in Pct. 3.
12. Consider application from Seismograph Service to lay cable at several locations in Pct. 1 & 2.
13. Consider application from Optimal Geophysical to lay cable at several locations in Pct. 1, 2, 3 & 4.
14. Consider accepting County drainage easement from Mary Elizabeth Stamey.
15. Consider awarding bid on the purchase & delivery of a 3300 SCFM max. flow utility flare package for County landfill (#90-035).
16. Authorize advertising for bids for the following: (1) Ford dealer parts; (2) bridge materials; (3) culverts; (4) weed, brush & insect control materials; (5) road materials, earthen; (6) road materials, chemical; (7) gasoline; (8) diesel; (9) pavement marking; (10) typewriter maintenance; (11) office supplies; (12) pest control.
17. Take action on bid #90-037 for the purchase of 2 or more new 1990 7,200# GVWR min. pickup trucks.
18. 10:00 a.m. - Hold public hearing for replat of First Colony M.U.D. #5, Sec. 1, Pct. 4, and consider taking action.
19. Meet in Closed Session to discuss personnel (dept. head evaluations), as authorized by Art. 6252-17, Sec. 2(g), V.T.C.S. and consider action.
20. 1:30 p.m. - Open unpriced proposals for County Redistricting.
21. Approve bills.
22. Adjournment.

FILED FOR RECORD
TIME 2:40 ~~A.M.~~ P.M.
MAR 22 1990

Diane 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, March 22, 1990 at 2:50 p.m. by N. Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 26TH day MARCH, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session 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. APPROVE MINUTES OF MEETINGS OF MARCH 19, 1990:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of March 19, 1990 with corrections to #26 pg. 4.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, to approve line item transfer for 328TH DISTRICT COURT. Motion withdrawn.

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

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out of town travel request for VETERAN SERVICE, LIBRARY, COUNTY ENGINEER, TREASURER, FIRE MARSHALL, COMMISSIONER PRECINCT #2 & #3 and JUSTICE OF THE PEACE #4. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve maintenance agreement with KOPI-R for Library in the amount of $589.05; PROVEN COPIER PRODUCTS for Commissioner Pct. #3 in the amount of $470.00. (Recorded in minutes in full)

6. ACCEPT FEE OFFICERS' MONTHLY REPORTS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept fee officer monthly report for FEBRUARY 1990 as presented by Robert Grayless, County Auditor. (Recorded in minutes in full)

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:

PATRICK R. CONRAD

DATE OF DEPARTURE: 4/1/90

DATE OF RETURN: 4/1/90

DESTINATION: SHINER, TEXAS

PURPOSE OF TRIP: CONVENTION (AMERICAN LEGION)

MODE OF TRANSPORTATION: AUTO

RECEIVED MAR 22 1990 COUNTY JUDGE

*MILEAGE ONLY

****

DEPARTMENT HEAD APPROVAL: VETERAN SERVICE OFFICER, PATRICK CONRAD
Name & Department

DATE: 3/21/90

Patrick R. Conrad
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 3/26/90

(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

41 1323

TO: COMMISSIONERS COURT

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

~~Bennie Hayes~~

Denise Fojtik

DATE OF DEPARTURE: April 18, 1990

DATE OF RETURN: April 18, 1990

DESTINATION: Houston Marriott West Loop-By the Galleria

PURPOSE OF TRIP: Seminar "Dealing with Vendors and Suppliers"

MODE OF TRANSPORTATION: personal auto

RECEIVED
MAR 22 1990
COUNTY JUDGE

****

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

DATE: 3-22-90

Roman S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J Stavinoha

Date 3/26/90

(Emergency Approval: _____ Date _____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 1324

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:

Bonnie Hayes

DATE OF DEPARTURE: May 2, 1990/

DATE OF RETURN: May 2, 1990

DESTINATION: Ramada Hotel Galleria West

PURPOSE OF TRIP: Seminar on "How to Proofread"

RECEIVED
MAR 22 1990
COUNTY JUDGE

MODE OF TRANSPORTATION: personal auto

****

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

DATE: 3-22-90

R. S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/26/90

(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

41 1325

TO: COMMISSIONERS COURT

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

Sidney M. Shaver

DATE OF DEPARTURE: 4/4/90

DATE OF RETURN: 4/5/90

DESTINATION: LaGrange

PURPOSE OF TRIP: Attend the On-Site Sewerage Facilities Training Course for Inspectors.

MODE OF TRANSPORTATION: County Vehicle

****

DEPARTMENT HEAD APPROVAL: Billy Eubanks, P.E./1st Assistant County Engineer
Name & Department

DATE: 3/22/90

Billy W. Eubanks
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1326

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:

Sidney M. Shaver

DATE OF DEPARTURE: 4/17/90

DATE OF RETURN: 4/19/90

DESTINATION: San Antonio

PURPOSE OF TRIP: Attend the 2nd Annual Texas Floodplain Management Association Conference in Conjunction with the 3rd Annual Texas Flash Flood Conference.

MODE OF TRANSPORTATION: County Vehicle

****

DEPARTMENT HEAD APPROVAL: Billy Eubanks, P.E./1st Assistant County Engineer
Name & Department

DATE: 3/22/90

Billy W. Eubanks
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/26/90

(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:

Tim Coons

DATE OF DEPARTURE: 4-16-90

DATE OF RETURN: 4-~~17~~ 18-90

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Attend Slope Maintenance and Slide Restoration

MODE OF TRANSPORTATION: County vehicle

****

DEPARTMENT HEAD APPROVAL: Alton B. Pressley R & B Precinct #3
Name & Department

DATE: 3-22-90

Alton B. Pressley
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 1328

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: 6/26/90

DATE OF RETURN: 6/29/90

DESTINATION: Kerrville, Texas

PURPOSE OF TRIP: To attend South Texas County Judges & Commissioners' Association

MODE OF TRANSPORTATION: personal vehicle

****

DEPARTMENT HEAD APPROVAL: Road & Bridge Pct.3
Name & Department

DATE: 03-23-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 3/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1329

RECEIVED
MAR 26 1990
COUNTY JU

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:

Kathy Hynson

DATE OF DEPARTURE: March 29, 1990

DATE OF RETURN: March 30, 1990

DESTINATION: Austin

PURPOSE OF TRIP: Texas County & District Retirement System Board of Directors Meeting

MODE OF TRANSPORTATION: personal auto

****

DEPARTMENT HEAD APPROVAL: Kathy Hynson, County Treasurer
Name & Department

DATE: 03/26/90

Kathy Hynson
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1330

RECEIVED
MAR 21 1990
COUNTY JUDGE

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 A. Tilton

DATE OF DEPARTURE: June 1, 1990

DATE OF RETURN: June 1, 1990

DESTINATION: South Shore Harbor Resort and Conference Center

PURPOSE OF TRIP: To attend the Annual Houston-Galveston Hurricane Workshop

MODE OF TRANSPORTATION: County Vehicle

****

DEPARTMENT HEAD APPROVAL: Gary A. Tilton, Fire Marshal/Safety Director
Name & Department

DATE: 3/20/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 3/26/90

(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

RECEIVED
41 1331
MAR 20 1990
COUNTY JUDGE

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: May 14, 1990

DATE OF RETURN: May 16, 1990

DESTINATION: Radisson Plaza Hotel --- Austin, Texas

PURPOSE OF TRIP: to attend annual seminar on local government offered by Bickerstaff, Heath & Smiley

MODE OF TRANSPORTATION: personal vehicle

****

DEPARTMENT HEAD APPROVAL: Commissioner Ben G. Denham
Name & Department R & B PCT #2 Fort Bend County

DATE: 03/20/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 3/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1332

RECEIVED
MAR 20 1990
COUNTY JUDGE

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:

Ben G. Denham

DATE OF DEPARTURE: June 26, 1990

DATE OF RETURN: June 30, 1990

DESTINATION: Kerrville, Texas

PURPOSE OF TRIP: to attend 1990 Annual Convention of the South Texas County Judges and Commissioners Association

MODE OF TRANSPORTATION: personal vehicle

****

DEPARTMENT HEAD APPROVAL: Commissioner Ben G. Denham
Name & Department R & B Pct. #2 Fort Bend County

DATE: 03/20/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 3/26/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 B #46 1333

COUNTY OF FORT BEND

Travel Authorization

RECEIVED MAR 23 1990 COUNTY JUDGE

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 ~~XXXXXXXXXXX~~ April 4,1990

Date of Return April 6,1990

Purpose of Trip: Tx Justice Ct. Training Center Seminar

Places to be Visited: Houston,

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

Name

~~3-13-90~~ Date

Judge Justice Court #4 Title

* *

Approved: Commissioners' Court

County Judge

3/26/90 Date

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

~~3-19~~ 3-26
#5

KOPI-R SERVICE

P.O. Box 205
Rosenberg, Texas 77471

AGENDA ITEM

CUSTOMER SERVICE MAINTENANCE AGREEMENT

Copier Product 41 1334

THIS AGREEMENT IS ENTERED AS OF THE DATE SET FORTH BELOW IN THE SPACE CALLED "DATE" BY AND BETWEEN KOPI-R SERVICES AND CUSTOMER IDENTIFIED BELOW AND IS FOR THE TERM INDICATED BELOW IN THE "M.A. START" AND "M.A. EXPIRE" BOXES.

Date	Purchase Order/Cust. Order #	Tax Exempt #	M.A. Start	M.A. Expire
3/19/90			4/1/90	12/31/90

BILL TO

Fort Bend Co Law Library
1001 Golfview
Richmond, TX 77469

EQUIPTMENT LOCATION (If different from "Bill To")

Ft Bend Co. Library (LAW)
401 Jackson
Richmond, TX 77469

Qty	PC	UA	Model	Description	Serial #	Allowable Copies	Excess per Copy Charge	Meter Start	Unit Price
1			Toshiba	5511 Copier	I5548071	25K	.0298	20,027	589.05
1			XCP	Coin Charger	1874				—

This Customer Service Maintenance Agreement including the terms and conditions on the reverse side hereof contains the entire agreement between the Parties with regards to the subject matter hereof. KOPI-R SERVICE shall in no event be liable for any special incidental or consequential damages . For loss, damages or expense directly or indirectly arising from customer's use of or inability to use the equipment either separately or in combination with any other equipment or from any other cause.

KOPI-R SERVICE makes no express or implied warranties and all other warranties are excluded including those of merchantability, fitness for a particular purpose or otherwise.

Only the Vice-President of KOPI-R SERVICE has the authority to alter the terms and conditions of this agreement and any alteration or modification hereto shall have no force and effect unless approved in writing by the Vice-President OF KOPI-R SERVICE.

PLUS	State Tax	County Tax	City Tax	Other

Cash Payment

CUSTOMER PLEASE NOTE: The term of this Agreement is based on a certain period of time and a specific number of allowable copies. Please see paragraph #1 of the Terms and Conditions on the reverse hereof.

Subtotal	589.05
Total Tax	Exempt
Total Credits	—
Invoice Total	$589.05

A Maintenance Agreement is not desired. KOPI-R SERVICE is requested to provide service on a per call basis at KOPI-R SERVICE prevailing rate at the time service is requested.

FOR PER CALL SERVICE SIGN HERE

Customer Signature

Title

Date

This Agreement has no force unless executed by the Vice President, KOPI-R SERVICE.

Vice President, KOPI-R SERVICE

Date

CUSTOMER ACCEPTANCE

This Agreement, consisting of the terms and conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures. RSB

Customer Signature

Title

Date

41-1334-A

MAINTENANCE AGREEMENT --- Terms and Conditions

For the purpose of maintaining the equipment covered by this Agreement in good operating condition within manufacturing specifications Kopi-R agrees to perform maintenance service in accordance with the following terms and conditions.

1. The term of this Agreement is based upon the anticipated customer usage as shown in the "Allowable Copiers" box of the Agreement. Allowable copies are accumulated from the meter reading on the M.A. start date. Should the number of allowable copies shown be exceeded prior to the M.A. expiration date, customer agrees to pay the current excess copy charge for each copy in excess of allowable copies. Invoices for excess copy charges will be tendered at the time of service and at the M.A. expiration date, and shall be payable by the customer upon receipt.

2. Customer may, alternatively, upon exceeding the allowable copies prior to the M.A. expiration date, request that a new Agreement be written with the new M.A. start and M.A. expiration date effective the date on which the allowable copies of the previous Agreement were exceeded.

3. The customer option in Paragraph 2 above shall be void if customer has not paid all previous tendered invoices. In addition, Kopi-R reserves the right to terminate this Agreement.

4. Emergency service calls will be performed at no extra charge providing such calls are made during normal business hours. Overtime charges, at Kopi-R then current rate, will be charged on all service calls made outside normal business hours. Normal business hours are herein defined to mean 8:30 am to 5:00 pm, Monday through Friday, exclusive of Holidays.

5. This agreement covers all routine, remedial and preventive maintenance service.

6. With the exception of consumable parts, all parts are included under this Agreement. Consumable parts are: photoreceptor drum and cleaning roller.

7. Consumable supplies are not included under this Agreement. Consumable supplies are: toner, developer, filters, masters, and paper.

8. Electrical work external to the equipment and equipment line cord is not covered by this Agreement.

9. Certain copiers must be installed according to specific requirements in terms of space,electrical and environmental conditions. Installation requirements are defined in the Equipment Operator's Manual. Customer shall ensure that the copier is place in an area that conforms to these requirements, and is not altered or serviced by other than Kopi-R personnel.

10. Preventive Maintenance inspections will be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. These inspections will include cleaning, lubrication, calibration, adjustment, and may be made at the same time remedial service is being performed.

11. The Operator's Manual for each model copier defines specific operator responsibilities. Performance of normal operator functions as described in the Operator's Manual are not included in this Agreement, and are subject to additional charges.

12. Kopi-R Customer Service Technicians carry and deliver consumable supplies (toner, developer, etc.). It is the customer's responsibility to purchase and have the necessary supplies available for the technician's use.

13. The initial term of the Agreement shall commence on the M.A. start date. This Agreement shall be automatically renewed upon Kopi-R Maintenance rates in effect at the time of applicable renewal.

14. This Agreement does not cover service necessitated by malfunction of parts, attachments, or supplies of non OEM. Incorporated herein by reference is Kopi-R Policy Statement No. 101 which is available upon request.

15. Any customer changes, alterations, or attachments may require a change in the maintenance charges set forth herein. Kopi-R also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for Kopi-R to continue to service the equipment.

16. This Agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement.

17. In the event that any equipment is moved from the location set forth on the reverse side hereof, then at Kopi-R option the Agreement pertaining to the moved equipment may be terminated and/or may be subjected to an additional service charge.

18. This Agreement is not assignable or transferable by customer without the prior written consent of Kopi-R.

19. If, in Kopi-R's opinion, a shop reconditioning is necessary, because normal parts replacement and repair cannot keep the equipment set forth on the front side hereof in satisfactory operating condition, Kopi-R will submit a cost estimate, which, if approved by the customer, will be charged in addition to the maintenance charges herein. If the estimate is not approved by the customer, Kopi-R reserves the right to delete said equipment from this Agreement and advance payments previously paid by customer will be pro-rated giving consideration to the number of emergency service calls and inspections furnished customer to date of deletion. Any excess payments will be refunded to customer.

20. Invoices pursuant to this Agreement will be tendered at the outset of each term. All charges for services and parts hereunder and all maintenance charges shall be payable by the customer immediately upon receipt of invoice.

21. Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party giving written notice of such cancellation to the other party no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Kopi-R may cancel this Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to renewal date, if customer at any time is in breach of any term or condition herein contained. In all cases of cancellation or deletion, in whole or in part, any refund of advance payments of maintenance agreement charges herein will be pro-rated, giving consideration to the remedial or preventive maintenance service rendered, calculated at then current time and material per call rates. Kopi-R may apply any refund due to the satisfaction of any past due invoices for any other product or service.

PROVEN COPIER PRODUCTS

P. O. Box 38509
Houston, Texas 77238-8509
(713) 999-1100

41 1335 #5

AS PER ORIGINAL

Invoice 102062
Ref M.A.

Fort Bend County-Precinct 3
1809 Eldridge
Sugarland , Texas 77478

March 12, 1990

MAINTENANCE INVOICE

COPIER MAINTENANCE AGREEMENT
870 SR# 2420625010

STANDARD M.A. FOR ONE YEAR OR 36,000 COPIES

	$	470.00
TAX	$	NA
TOTAL	$	470.00

RECEIVED MAR 1 5 1990

Cc 3/26/90 Jodie Stanmoton

BALANCE DUE $ 470.00

THANK YOU!

PLEASE DETACH AND RETURN WITH PAYMENT

PROVEN COPIER PRODUCTS

P. O. Box 38509
Houston, Texas 77238-8509
(713) 999-1100

Invoice 102062
Ref M.A.

Fort Bend County-Precinct 3
1809 Eldridge
Sugarland, Texas 77478

March 12, 1990

41 1336

PROVEN COPIER PRODUCTS

7676 North Freeway, Suite 703
Houston, Texas 77037
(713) 999-1100

AS PER ORIGINAL

COPIER MAINTENANCE AGREEMENT

PLAN	EQUIPMENT		METER READING		SERVICE ZONE	CHARGE	MAXIMUM ALLOWABLE COPIES
	MODEL	SERIAL NO.	READING	DATE			
Std	870	2420625010	146322	3-5-90	"B"	$470.00	36,000
	ONE YEAR OR 36,000 COPIES WHICH EVER COMES FIRST. INCLUDES ALL PARTS AND LABOR; EXCLUDING THE DRUM						

BILLING ADDRESS:	INSTALLATION ADDRESS:
Company Name: Fort Bend County-Precinct 3	Company Name: Fort Bend County-Precinct 3
Address: 1809 Elridge	Address: 19310 Canal
City / State / Zip: Sugarland, Texas 77478	City / State / Zip: Sugarland, Texas 77418
Attn:	Attn: Dois Frederick

Customer agrees to purchase and PCP agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement.

No terms or conditions, expressed or implied, are authorized unless they appear on original of this agreement, signed by the Customer and an authorized representative for PCP.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES.

PROVEN COPIER PRODUCTS
7676 North Freeway, Suite 703
Houston, Texas 77037
(713) 999-1100

Dealer Representative Signature

CUSTOMER ACCEPTANCE	
Customer Name: x Fort Bend County	
By: (Authorized Signature): x JODIE E. STAVINOHA	Date: 3-26-90
Printed Signature Name: COUNTY JUDGE	Title
Purchase Order No.	P.O. Date

County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

March 26, 1990

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of February, 1990. 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 February is attached to this letter.

The following is the criminal and civil case report for the JPs for the month of Febuary, 1990:

JP	# OF CASES:	New	Pending	Dismissed	Paid	Open	Civil Cases
JP 1	Geick	601	4562	180	353	4630	26
JP2-1	Molina	209	1350	65	148	1346	30
JP2-2	Fredrickson	434	1034	99	334	1035	3
JP3	Stahl	238	818	18	129	909	77
JP4	Adolphus	507	4537	187	309	4548	19

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.

MARCH 26, 1990

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1990.

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 February, 1990 be approved as recommended by the County Auditor in his letter of March 26, 1990.

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

Robert Grayless,
County Auditor

RG:DP:dp

FEE OFFICERS REPORT TO COMMISSIONERS COURT
FEBRUARY 1990

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED	YEAR TO DATE
County Clerk	Civil	61,198.22					
	Criminal	48,802.99	73,497.47	22,884.99	13,618.75	110,001.21	232,454.46
District Clerk	Civil	47,803.21					
	Criminal	11,397.00	33,344.50	4,055.50	21,800.21	59,200.21	128,586.61
Tax Collector	See Letter	147,650.88	98,966.58	48,684.30		147,650.88	278,841.00
District Atty.	****Bad Check	6,107.58	6,107.58			6,107.58	10,264.69
Sheriff	Criminal	19,606.00	5,521.50		14,084.50	19,606.00	35,555.50
J.P. #1	Civil	1,235.00					
	Criminal	22,636.40	15,070.40		8,801.00	23,871.40	55,332.85
J.P. #2-1	Civil	2,030.00					
	Criminal	9,501.50	8,663.12		2,868.38	11,531.50	24,445.49
J.P. #2-2	Civil	180.00					
	Criminal	22,337.00	15,667.05		6,849.95	22,517.00	38,155.04
J.P. #3	Civil	2,600.50					
	Criminal	7,729.00	7,684.25		2,645.25	10,329.50	21,727.80
J.P. #4	Civil	980.00					
	Criminal	19,221.00	14,428.00		5,773.00	20,201.00	38,202.50
Constable #1	Civil	35,212.11	2,582.18		32,629.93	35,212.11	40,336.54
Constable #2	Civil	2,211.60	1,925.85		285.75	2,211.60	4,813.60
Constable #3	Civil	17,733.21	5,368.30		12,364.91	17,733.21	26,243.53
Constable #4	Civil	6,102.95	3,137.34		2,965.61	6,102.95	14,618.69
TOTAL		492,276.15	291,964.12	75,624.79	124,687.24	492,276.15	949,578.30

* 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.

580,281.13

FORT BEND COUNTY AUDITOR
06-Mar-90

TAX/COLLECTOR FEES OF OFFICE
PAID IN THE MONTH OF
FEBRUARY, 1990

			TOTAL	Y T D	FUND CATAGORY
HIGHWAY FEES NOV	1989.....	$54,562.40			
HIGHWAY FEES DEC	1989.....	0.00 **			
		0.00			
TOTAL HIGHWAY FEES			$54,562.40	$118,381.81	GF / TA
PROPERTY TAX COMMISSIONS					
DEC 1989 PAGE 15-21.....		8,330.47			
JAN 1989 PAGE 10-20.....		35,703.23			
FEB 1990 PAGE 1-9.....		46.73			
		0.00			
TOTAL PROP TAX COMMISSIONS			44,080.43	57,263.79	GF / TA
TAX CERTIFICATES -DEC 1989		0.00 **			
MUD CERTIFICATES -DEC 1989		0.00			
DEC 1989		0.00			
TOTAL CERTIFICATES			0.00	1,688.00	GF / TA
BEER/LIQUOR-DEC89- FEES OF OFFICE		323.75			
		0.00			
TOTAL B & L FEES OF OFFICE			323.75	535.25	GF / TA

** Not paid in February 1990.

TOTAL FEES TO GENERAL FUND (EXCLUDING ROAD & BRIDGE)	$98,966.58	$177,868.85	
ROAD AND BRIDGE..... Reports # 4-8 '90	48,684.30	100,972.15	R & B
GRAND TOTAL ALL FEES.....	147,650.88	278,841.00	

Mary Hancock
MARY HANCOCK, INTERNAL AUDITOR

County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

March 26, 1990

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of February, 1990. 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, 1990.

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 February, 1990 be approved as recommended by the County Auditor in his letter of March 26, 1990.

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

FEBRUARY 1990

	TOTAL COLLECTED	YEAR TO DATE
CHILD SUPPORT	492.00	1,884.00
HEALTH AND SANITATION	1,923.00	5,025.00
AMBULANCE	23,004.01	39,885.15
ANIMAL CONTROL	512.00	1,367.00
SANITARY LANDFILL	792.00	12,736.12
LIBRARIES	7,637.12	14,671.50
INDIGENT CARE	123.00	228.00
FAIRGROUNDS	5,725.00	7,442.50
ADULT PROBATION (FUND 99)	44,140.70	92,800.17
JUVENILE PROBATION	2,049.15	5,229.84
COUNTY ENGINEERING	1,607.00	3,247.00
BAIL BOND BOARD	500.00	1,500.00
TOTAL FOR MONTH	88,504.98	186,016.28

AUDITOR'S FORM 1054

8

41 1343

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

March 22, 1990

Honorable Jodie Stavinoha
Commissioners' Court
Ft. Bend County
Courthouse Annex
Richmond, Texas 77469

Gentlemen:

I am requesting extended sick leave time for 14 days for Irma Cardenas due to surgery. She is a dedicated and conscientious worker.

Ms. Cardenas recently returned early from a maternity leave, and does not have vacation and sick time left. Attached is a memorandum of support from County Personnel.

I would appreciate your help on this matter.

Sincerely,

Sam W. Dick

SWD/bd
cc: Commissioner R.L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
County Clerk Dianne Wilson
Personnel Director Richard Selleh

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

7. APPROVE RESOLUTION IN SUPPORT OF THE FORT BEND VETERANS MEMORIAL TO BE LOCATED AT COURTHOUSE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve resolution in support of the Fort Bend Veterans Memorial to be located at Courthouse. (Recorded in minutes in full)

8. CONSIDER EXTENSION OF SICK LEAVE FOR D.A. EMPLOYEE:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve an additional 14 days of sick time for Irma Cardenas, District Attorney employee. (Recorded in minutes in full)

9. CONSIDER AMENDING PARTIAL REPLATS OF TRAVIS PARK, LOT 10, 11 & 12, BLOCK 1, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve replats of Travis Park, Lot 10, 11 & 12, Block 1, Pct. 4. (Recorded in minutes in full)

10. ACCEPT ROAD IN BRAZOS BEND OAKS SUB. INTO THE COUNTY ROAD MAINTANCE SYSTEM IN PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept WEST BRAZOS BEND DR. (2264.28 feet) in Brazos Bend Oaks Sub. into the county road maintenance system in Pct. 1.

11. CONSIDER TAKING ACTION ON CHANGING NAME OF CANAL RD. TO BEECHNUT IN PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize changing Canal Rd. (from O'Brien Rd to Skinner Ln.) to Beechnut Avenue. (Recorded in minutes in full)

12. CONSIDER APPLICATION FROM SEISMOGRAPH SERVICE TO LAY CABLE AT SEVERAL LOCATIONS IN PCT. 1 & 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Seismograph Service to lay cable at several locations in Pct. 1 & 2. Cashier's check in the amount of $5,000 was presented to Commissioners Court. (Recorded in minutes in full)

13. CONSIDER APPLICATION FROM OPTIMAL GEOPHYSICAL TO LAY CABLE AT SEVERAL LOCATIONS IN PCT. 1, 2, 3 & 4:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Optimal Geophysical to lay cable at several location. Cashier's check in the amount of $5,000 was presented to Commissioners Court. (Recorded in minutes in full)

14. CONSIDER ACCEPTING COUNTY DRAINAGE EASEMENT FROM MARY ELIZABETH STAMEY:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept county drainage easement from Mary Elizabeth Stamey which would allow improvement drainage problems in One Oak Chase Subdivision.. (Recorded in minutes in full)

3-22-90

AS PER ORIGINAL

TO: Sam Dick,
District Attorney

FROM: Bill Thomas
Personnel Analyst

SUBJECT: Extended sick leave request - Irma Cardenas

Mrs. Tinsley of your office has requested Personnel to review your request for extended sick leave in compliance with our Employee Information Manual.

We have reviewed the circumstances and facts regarding Irma Cardenas, Administrative Secretary hired 1-1-84, and support you request for extended leave. We understand her anticipated surgery, hospitalization, and recovery time will consume approximately 6 weeks. According to the manual, Mrs. Cardenas would be elgible for 14 work days extended sick leave if approved by Commissioner's Court.

bt

cc: Judge Stavinoha
Commissioner O'Shieles
Commissioner Denham
Commissioner Pressley
Commissioner Lutts
County Clerk Wilson
Personnel Director Selleh

11

41 1346

Alton B. Pressley
Fort Bend County Commissioner - Precinct 3
1809 Eldridge
Sugar Land, Texas 77478
494-1199

February 22, 1990

TO: Larry Wagenbach
Asst. District Attorney

Ron Drachenberg
Fort Bend County Engineer

RE: Renaming Canal Road

Gentlemen:

Attached is a letter received from Mr. E.C. Broun, Jr. requesting Canal Road be renamed Beechnut. I have no problem with his request.

Barring any objections from your respective offices, I will place the item on the next agenda for a hearing date.

Sincerely,

Alton B. Pressley
Commissioner - Pct. #3
Fort Bend County

ABP/js

Broun

Energy Services

E. C. (Ned) Broun, Jr.
6363 Woodway Drive, Suite 300
Houston, Texas 77057-1716
Tel: 713/789-7804
Fax: 713/789-0468

41 1347

RECEIVED

February 15, 1990

Commissioner Alton B. Presley
Fort Bend County, Precinct 3
1809 Eldridge Road
Sugar Land, TX 77478

Dear Commissioner Presley:

This letter is to inform you that as fee land owner of Cornerstone, a 234 acre farm bounded by Canal Road on the north and Harlem Road on the west, I would strongly request renaming Canal Road to Beechnut Avenue.

Several years ago I, along with Ben Bono (adjacent land owner on Canal Road), filed a plat with the Houston City Planning Commission, dedicating 100 ft. right of way from our land for future development of Beechnut.

Enclosed is a copy of the report from Northrup Associates, Consulting Engineers, evidencing the renewal of this plat last August.

Very truly yours,

E. C. Broun, Jr.

E. C. Broun, Jr.

ECB:cdp

Enclosures

cc: Ben P. Bono
Bono Farms
General Delivery
Clodine, TX 77469

NORTHRUP ASSOCIATES
LAND PLANNING • TRAFFIC • REAL ESTATE CONSULTANTS

August 14, 1989

Mr. E. C. Broun, Jr.
Broun Energy Services
6363 Woodway
Suite 300
Houston, Texas 77057

Re: Plat Approval; Beechnut Ave., Bissonnett St., Westmoor Dr., and Grand Mission Blvd.

Dear Mr. Broun:

At its meeting on August 10, 1989 the Houston City Planning Commission granted preliminary approval of the subject tract for one year. At which time it will be necessary to request a one year extension.

Best regards,

Tom R. Northrup
TN/ba

enc: Form 101

6815 Northampton Way, Suite 200 Houston, Texas 77055 Telephone: 713/681-3489 Fax: 713/956-8601

41 1349

AS PER ORIGINAL

HOUSTON CITY PLANNING COMMISSION
PLATTING APPROVAL CONDITIONS - CPC FORM 101

AGENDA ITEM 7
FILE NUMBER 8994
MEETING DATE 8-10-89

PLAT NAME : Beechnut Ave., Bissonnet St., Westmoor Dr., and GrandMission
DEVELOPER: E. C. Broun, Jr, and Benny Bono
APPLICANT : Northrup Assoc.
LOCATION : north of West Bellfort, east of Mason Rd.
PLAT DATA : 845.0 acres out of the Burknapp, Rogers, Osbourne and Clopper survey

TYPE OF APPROVAL REQUESTED

☒ PRELIMINARY ☐ FINAL

☐ INSIDE CITY LIMITS ☒ OUTSIDE CITY LIMITS

STAFF RECOMMENDATION

☒ APPROVAL*
☐ PRELIMINARY APPROVAL ONLY*
☐ DEFERRED*
☐ DISAPPROVED*
☐ WITHDRAWN
☐ VARIANCE*
☐ EXTENSION OF APPROVAL*
☐ CHANGE OF NAME*
☐ REPLAT REQUIRING PUBLIC HEARING*
☐ RECONSIDERATION OF REQUIREMENT

* SUBJECT TO THE CONDITIONS AND REQUIREMENTS LISTED BELOW

CONDITIONS AND REQUIREMENTS FOR APPROVAL:

HARRIS COUNTY FLOOD CONTROL

1 ☒ Contact Harris County Flood Control District and furnish the CPD with their written approval

COUNTY ENGINEER

2 ☐ Contact the Harris County Engineers Office regarding utility locations within the public street right-of-way and furnish the CPD with their written approval

3 ☐ Contact the Harris County Engineers Office regarding paving geometrics and furnish the CPD with their written approval

4 ☐ Contact the Harris County Engineers Office concerning the private street entrances as they relate to esplanade openings and provide the CPD with their written approval

5 ☐ Contact the Harris County Engineers Office concerning right-of-way requirements for _____ and furnish the CPD with their written approval.

6 ☐ Furnish the CPD with written approval of the Montgomery County engineer

7 ☒ Furnish the CPD with written approval of the Ft Bend County engineer

7A ☐ For your information and consideration Harris County Engineers Office has determined that all or part of this plat may lie within the projected 100-year flood plain/floodway

FIRE DEPARTMENT

8 ☐ Revise the private street system as indicated on the marked file copy

9 ☐ Provide 20-foot radii as indicated on the marked file copy

10 ☐ Indicate a minimum 10-foot public water line easement serving all fire hydrants

11 ☐ Provide minimum 5-foot open walkway or arcade for fire fighting access as indicated on the marked file copy

12 ☐ Provide fire hydrants in locations indicated on the marked file copy.

TRAFFIC & TRANSPORTATION DEPARTMENT

13 ☒ Contact the Traffic & Transportation Department and furnish the CPD with their written approval

14 ☐ Provide 10-foot cutbacks as shown on the marked file copy.

15 ☐ Provide 25-foot radii as indicated on the marked file copy

16 ☐ Provide 50-foot radii as indicated on the marked file copy

17 ☐ That the parking layout be revised as indicated on the marked file copy of the plat

18 ☐ Provide minimum 125-foot center line offset as indicated on the marked file copy

PUBLIC WORKS DEPARTMENT

19 ☐ Contact the Wastewater Division Public Works Department and furnish the CPD with their written approval

20 ☐ Contact the Wastewater Division Public Works Department regarding sanitary sewer capacity limitations and furnish the CPD with their written approval

21 ☐ Provide Wastewater Division internal plumbing layout and furnish the CPD with their written approval

22 ☐ Provide the Wastewater Division letter of availability for this project and furnish the CPD with their written approval

23 ☐ Provide the Public Works Department with satisfactory detailed utility and drainage plans prior to final approval

24 ☐ Provide a minimum 10-foot utility easement adjacent to lots and reserves

25 ☒ Contact the Water Division Public Works Department and furnish the CPD with their written approval

26 ☐ Contact the Storm Sewer Division Public Works Department and furnish the CPD with their written approval

27 ☒ Provide a contour map and satisfactory drainage plan to the Storm Sewer Division Public Works Department prior to final approval

28 ☐ Indicate the high banks of the existing drainage ways on the plat

RECORDING

29 ☐ Furnish the CPD with current city county and school tax certificates prior to recording

30 ☐ Furnish the CPD with a current title opinion in complete agreement with the plat dedication and addressed to the CPD prior to recording

31 ☐ Comply with the provisions of Article 974a Section 5 V T C S dealing with replats

32 ☐ Amending plat note

CITY PLANNING DEPARTMENT

33 ☐ Provide a legend on the face of the plat as indicated on the marked file copy

34 ☒ Coordinate this development with the development to the north & west

35 ☐ Change the plat name to avoid duplication

36 ☐ _____ must be recorded prior to or simultaneously with this plat

37 ☐ Provide the CPD with a copy of the instrument dedicating _____ prior to recording

38 ☐ Be aware that all owners affected by the corrections to this plat must subordinate the plat

39 ☐ Establish building setback lines as indicated on the marked file copy

40 ☐ Change street names to avoid duplication

41 ☐ Draw the final plat with north to the top

42 ☐ Provide 1-foot reserves as indicated on the marked file copy

43 ☒ Make minor corrections and additions as indicated on the marked file copy

44 ☐ Tie the plat boundary to the City of Houston survey monument system

45 ☐ Eliminate all dead-end utility easements

46 ☐ Revise the public street system as indicated on the marked file copy

47 ☒ Approval is for major thoroughfare street pattern only

48 ☐ Approval is for street pattern only

49 ☐ General plan is approved for street pattern only

50 ☐ The building setback lines are waived on interior streets subject to a typical lot layout being provided on the face of the plat in compliance with _____

51 ☐ Place a 1-foot reserve adjacent to the streets abutting unrestricted reserve(s) in excess of 300 ft in depth or that those reserve(s) be restricted to uses other than residential

52 ☒ The applicant should be aware of the necessity of providing detailed utility and drainage plans (and various local public streets) when future development occurs

53 ☐ Provide a minimum of two points of public street access as indicated on the marked file copy

54 ☐ Officially submit a revised general plan when submitting this or future sections

55 ☐ Officially submit an overall general plan when submitting this or future sections

56 ☐ Lots siding/backing _____ are denied direct driveway access

57 ☐ Provide complete building and parking dimensions

58 ☐ Provide complete engineering data in compliance with Sec 404 of Ord No 82-1010

59 ☐ Provide the CPD with the executed instrument allowing for the mutual use of the private street system within _____ and _____ prior to recording

60 ☐ Provide a complete compensating open space analysis in compliance with Section 403 of Ordinance No 82-1010 on the face of the plat

61 ☐ Furnish the CPD with written approval of _____

62 ☐ That a complete unit breakdown and off-street parking analysis in compliance with Section 505 6 of the Development Ordinance be provided on the face of the plat

63 ☐ Revise plat boundary as indicated on the marked file copy

64 ☐ Tie plat boundary to a well-established point

65 ☐ Provide for the dedication of widening for _____ as indicated on the marked file copy

GENERAL

66 ☒ Furnish the CPD with written confirmation that appropriate arrangements have been worked out with the pipeline companies

67 ☐ Furnish the CPD with written approval of _____

68 ☐ Coordinate this development with the State Department of Highways and Public Transportation

ADDITIONAL COMMENTS:

APPROVALS GRANTED BY THE COMMISSION ARE VALID FOR A PERIOD OF TWELVE (12) MONTHS FROM DATE ON WHICH THE APPROVAL WAS GRANTED

41 1350

NORTHRUP ASSOCIATES
LAND PLANNING • TRAFFIC • REAL ESTATE CONSULTANTS

August 1, 1989

OK - ELB
CORNERSTONE

Mr. E. C. Broun, Jr.
Broun Engergy Services
6363 Woodway
Suite 300
Houston, Texas 77057

Job Code: BROUN/BEECH
Re: M.T.P. FOR BEECHNUT
BISSONNET, WESTMOORE &
GRAND MISSION BLVD.

S T A T E M E N T

PREVIOUS SERVICES

Invoice No. 89-116
Invoice Date: July 17, 1989 $ 600.00

TOTAL AMOUNT DUE. . . . . .$ 600.00

Pd - 8-3-89
CK #111

Thank You!

6815 Northampton Way, Suite 200 Houston, Texas 77055 Telephone: 713/681-3489 Fax: 713/956-8601

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 26th day of March, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Seismograph Services Dated 3/10/90, Bond No. _____, Permit No. 81145 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Dunham, seconded by Commissioner O'Shieles, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida 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. # 81145

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

3-23-90
Date

X (1) Complete Application Form

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

X b. Map or plat showing course of direction

X c. Plans and specifications

X (2) Bond

_____ Perpetual bond currently posted

-or-

X Performance bond submitted in the amount of $5,000.00

Cashier's Check #23787

8/3/87

41 1353

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

Citizens National Bank
P. O. DRAWER G
El Campo, Texas 77437

No. 23787

D. J. WILLIFORD
REMITTER

3/23/90 19

SEISMOGRAPH SERVICE CORPORATION

PAY TO THE ORDER OF FORT BEND COUNTY [redacted] $ 5,000.00 cp

THE SUM 5000 DOLS 00 CTS

CASHIER'S CHECK

AUTHORIZED SIGNATURE

⑆113114595⑆ 206 300⑈ 1 1934

Seismograph Service Corporation 713 772 5561
8323 SW Freeway Suite 101
Houston TX 77074

41 1354

Seismograph Service
A **Raytheon** Company

RECEIVED
MAR 13 1990

March 10, 1990

Fort Bend County Engineering
3403 Avenue F
Rosenberg, Texas 77471

Attention: Mr. Sidney M. Shaver

Dear Mr. Shaver;

As per your request please find attached permit application duly signed for your approval.
We thank you for your cooperation. Should you have any questions please feel free to contact me at (713)772.5561

Sincerely yours ;

Robert Balaguer
U.S. Acquisition Mgr.

Seismograph Service Corporation 713 772 5561
8323 SW Freeway Suite 101
Houston TX 77074

RECEIVED
MAR 14 1990

Seismograph Service
A Raytheon Company

41 1355

March 13, 1990

Fort Bend County Engineering
3403 Avenue F
Rosenberg, Texas 77471

Attention: Mr. Sidney M. Shaver

Dear Mr. Shaver,

As per our conversation please find attached a list of all vehicles pertaining to our mini-hole seismic crew US-2, for which we are requesting a R.O.W. crossing permit.

Sincerely yours;

Robert Balaguer
U.S. Acquisition Mgr.

LIST OF VEHICLES ON US-2

UNIT #		TYPE OF TRUCK	GVW
(1)	4284	Ford F-150 (Party Manager)	5,500 lbs.
(2)	4326	Ford F-150 (Asst. Party Manager)	8,100 lbs.
(3)	4171	Ford F-700 (Recording Truck)	21,000 lbs.
(4)	4051	Ford LT-8000 (Transport Truck)	42,000 lbs.
(5)	4395	Ford F-350 (RSC Box Truck)	15,000 lbs.
(6)	4396	Ford F-350 (RSC Box Truck)	15,000 lbs.
(7)	4244	Chevy C-30 (Jug Truck)	10,000 lbs.
(8)	4321	Chevy C-30 (Jug Truck)	10,000 lbs.
(9)	4290	Ford F-250 (Leadman Truck)	8,000 lbs.
(10)	4310	Chevy C-30 (Pull Truck)	10,000 lbs.
(11)	4294	Ford F-350 (Van)	8,100 lbs.
(12)	4340	Ford F-350 (Sign Truck)	9,000 lbs.
(13)	4331	Ford F-250 (Survey Truck)	9,000 lbs.
(14)	4324	Ford F-150 (Survey Truck)	15,000 lbs.
(15)	4090	Ford F-350 (Powder Truck)	15,000 lbs.
(16)	4322	Ford F-150 (Permit Truck)	15,000 lbs.

41 1357

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

TO COUNTY OF FORT BEND

PRECINCT NO. 1+2
PERMIT NO. 81145

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased

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

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

General Description

No shot points in road R.O.W. or in drainage easements.

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: SEISMOGRAPH SERVICE CORP.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

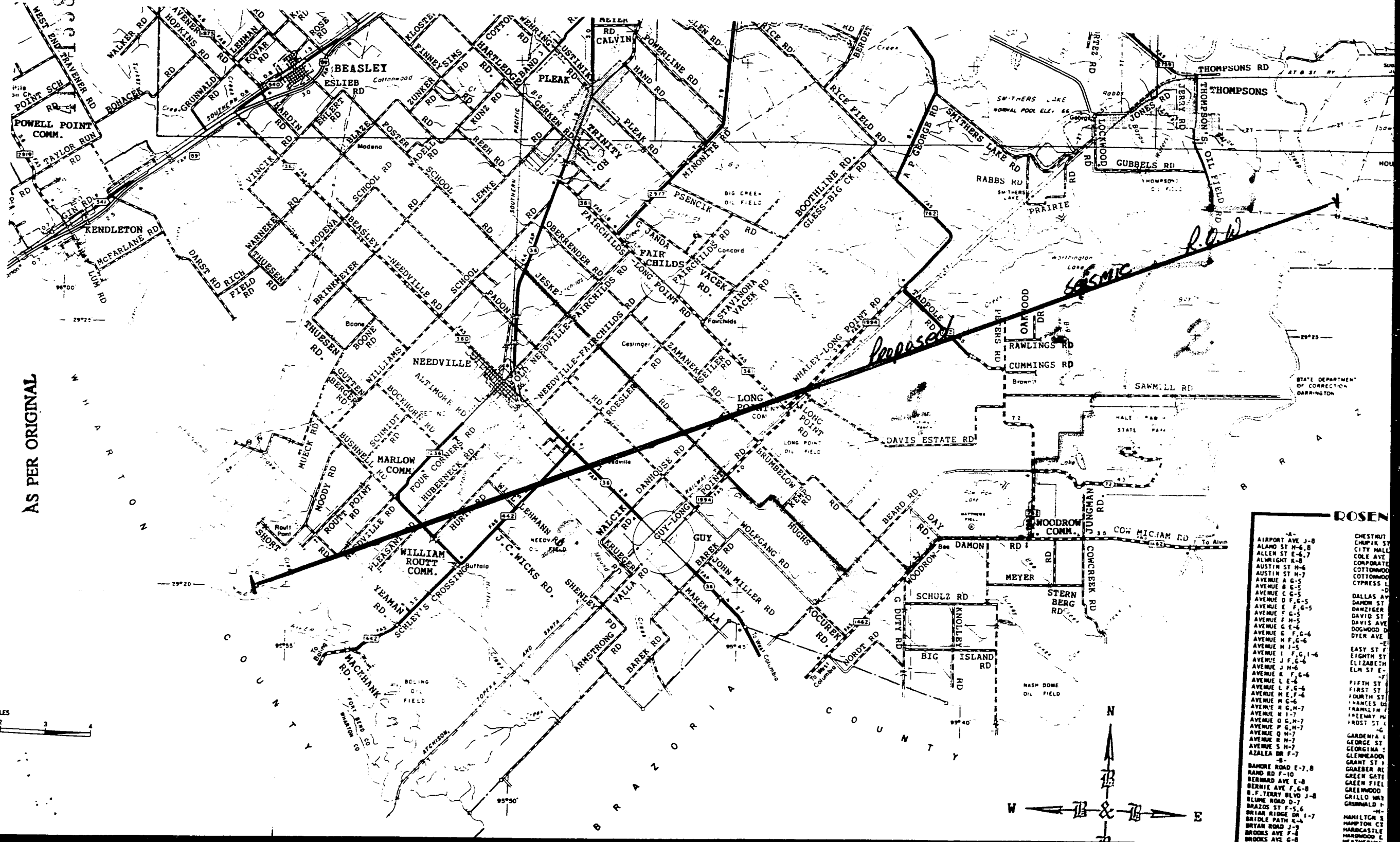
(Signature)

NAME & TITLE Robert Balaguer
US Acquisition Mgr
(Please Print)

DATE: March 10, 1990
ADDRESS: 8323 SW Freeway, #101
(Street/P.O. Box)

Houston Texas 77074
City State Zip
TELEPHONE NO: (713)772.5561 Office hours
(713)437.9702 Night

AS PER ORIGINAL



ROSEN

-A-
AIRPORT AVE J-8
ALAMO ST H-6,8
ALLEN ST E-6,7
ALWRIGHT K-8
AUSTIN ST H-6
AUSTIN ST H-7
AVENUE A G-5
AVENUE B G-5
AVENUE C G-5
AVENUE D F,G-5
AVENUE E F,G-5
AVENUE F G-5
AVENUE F H-5
AVENUE G E-6
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AVENUE H F,G-6
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AVENUE I F,G,I-6
AVENUE J F,G-6
AVENUE J H-6
AVENUE K F,G-6
AVENUE L E-6
AVENUE L F,G-6
AVENUE M E,F-6
AVENUE M G-6
AVENUE N G,H-7
AVENUE N I-7
AVENUE O G,H-7
AVENUE P G,H-7
AVENUE Q H-7
AVENUE R H-7
AVENUE S H-7
AZALEA DR F-7
-B-
BAMORE ROAD E-7,8
BAND RD F-10
BERNARD AVE E-8
BERNIE AVE F,G-8
B.F.TERRY BLVD J-8
BLUME ROAD D-7
BRAZOS ST F-5,6
BRIAR RIDGE DR I-7
BRIDLE PATH K-4
BRYAN ROAD J-9
BROOKS AVE F-8
BROOKS AVE G-8

CHESTNUT
CHAPIN ST
CITY HALL
COLE AVE
CORPORATE
COTTONWOO
COTTONWOO
CYPRESS L
-D-
DALLAS AV
DAMON ST
DANZIGER
DAVID ST
DAVIS AVE
DOGWOOD D
DYER AVE
-E-
EASY ST F
EIGHTH ST
ELIZABETH
ELM ST E-
-F-
FIFTH ST
FIRST ST
FOURTH ST
FRANCES
FRANKLIN
FREEWAY
FROST ST
-G-
GARDENIA
GEORGE ST
GEORGINA
GLENMEADO
GRANT ST
GRAEBER R
GREEN GATE
GREEN FIEL
GREENWOOD
GRILLO WAY
GRUNWALD
-H-
HAMILTON
HAMPTON CT
HARDCASTLE
HARDWOOD
HEATHERW

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 26th day of March, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Optimal Geophysical Dated 3/14/90, Bond No. _____, Permit No. 81144 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drechsler
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. # 81144

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

3-23-90
Date

X (1) Complete Application Form

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

X b. Map or plat showing course of direction

X c. Plans and specifications

X (2) Bond

_____ Perpetual bond currently posted

-or-

X Performance bond submitted in the amount of $5,000.00

Cashier's Check No. 1289565

8/3/87

41 1361

First Interstate Bank

First Interstate Bank
of Texas, N.A.
P.O. Box 3326
Houston, Texas 77253-3326
713 224-6611

NOTICE TO CUSTOMERS
The purchase of an Indemnity Bond will be required before any offical check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.

Cashier's Check
No.1239565

PURCHASER OPTIMAL GEOPHYSICAL CORP.

Pay to the Order Of

DATE March 23, 1990

THE SUM 5000 DOLS 00 CTS [redacted] $ $5,000.00

FORT BEND COUNTY

cak 17

⑈1239565⑈ ⑆113001064⑆ 0409970013⑈

AUTHORIZED SIGNATURE

41 1362

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 1,2,3 & 4
PERMIT NO. 81144

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

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

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

General Description

For cable crossing only, no shot points in ROW or drainage easements, We will be doing a mini hole seismic survey, we will only have light equipment recorder weight 1 ton, other trucksare 1500 lbs & 1200 lbs We will be drilling our holes by hand about 5ft. to 6ft. deep with a charge of 1/3 lb in each hole. We will use a small buggie drill in some pastures which weigh 1500 lbs.

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: Optimal Geophysical
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Clara Field Permit Agent
(Signature)
By Phil Cave Permit Agent

NAME & TITLE Clara Field/ Permit Agent
(Please Print)

DATE: 3/14/90
ADDRESS: P. O. Box 720315
(Street/P.O. Box)

Houston, Texas 77272
City State Zip

TELEPHONE NO: 713 879 0407

Ft. Bend County
P. O. Box 1449
Rosenberg, Texas 77471

Attn: Sid Shaver

We will use roads for cable crossing only, no holes on roadway, row, and drainage easements.

We will be doing a mini hole seismic survey, our holes will be 5ft. to 6ft. deep with a 1/3 lb charge in each hole

With the mini hole operation we only use light equipment

Recorder 1 ton
Trucks 1200 & 1500 lbs.
Small buggie drill in some pastures 1500 lb.
Our men walk and carry a hand drill

Most of our holes are drill by because we cross a lot plowed fields. HAND

Thank you.

Optimal Geophysical
Clara Field
Clara Field
Permit Agent

COUNTY OF FORT BEND

Engineering Department

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

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

March 22, 1990

Honorable County Judge
& Fort Bend County Commissioners' Court
Jane Long Annex
Richmond, TX 77469

Re: Agenda Item 3-26-90, Precinct 2

Dear Judge Stavinoha:

Please find enclosed the "original" of a County Drainage Easement.

Mrs. Mary Elizabeth Stamey has graciously donated this right-of-way which will allow Precinct 2 to improve upon the drainage problems in the One Oak Chase Subdivision.

The Court will be asked to consider acceptance of this document.

Sincerely,

A. J. Noto
Right-of-Way Agent

AJN/mk

enclosures

cc: Commissioner R. L. "Bud" O'Shieles, F.B.C. Precinct 1
Commisisoner Ben Denham, F.B.C. Precinct 2
Commissioner Alton B. Pressley, F.B.C. Precinct 3
Commissioner Bob Lutts, F.B.C. Precinct 4
Mr. Larry Wagenbach, F.B.C. Asst. Dist. Attorney
Mr. Ron Drachenberg, F.B.C. Engineer
file

RECEIVED
MAR 22 1990
COUNTY JUDGE

9014405

FORT BEND COUNTY

RIGHT-OF-WAY EASEMENT

2198 904

41 1365

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

KNOW ALL MEN PRESENT: That the undersigned, MARY ELIZABETH STAMEY

1130 Fenn Road, Arcola, 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 centerline description of a 36 foot wide "Right-of-Way Easement" out of the call 108.613 acre tract lying in the southeast corner of the Thomas Barnett League, Abstract 7 in Fort Bend County, Texas, and being the third tract in the "Partition Deed" recorded in Volume 608, Page 79 of the DEED RECORDS of Fort Bend County.

For connection, begin at the northwest corner of the David Fitzgerald Survey, Abstract 25, and the southeast corner of the said Thomas Barnett Survey, Abstract 7, and being in the west line of the Manual Escalera Survey, Abstract 170, said point being the southeast corner of the said call 108.613 acre tract;

Thence, in a westerly direction along the south line of said Thomas Barnett Survey being the south line of the said 108.613 acre tract with the following courses and distances:

North 89 degrees, 41 minutes, 40 seconds West 1774.85 feet to a point;

South 89 degrees, 47 minutes, 40 seconds West 1152.3 feet to a point;

South 89 degrees, 24 minutes, 20 seconds West 1961.9 feet to a point;

North 89 degrees, 47 minutes West 1390 feet to a point in the centerline of an existing swale ditch;

Thence North 14 degrees, 03 minutes West, a distance of 400 feet more or less along the centerline of said existing swale ditch to Clear Lake being the point of termination. This 36 foot wide "Right-of-Way Easement" shall extend a perpendicular distance of 18 feet from both sides of the previously described centerline.

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.

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 15 day of March A.D. 19 90.

Mary Elizabeth Stamey

THE STATE OF TEXAS X
COUNTY OF FORT BEND X

BEFORE ME, the undersigned authority, on this day personally appeared MARY ELIZABETH STAMEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of March, 1990.

SEAL

Notary Public

A.J. Noto
Printed Name

June 8th, 1991
My Commission Expires:

AJN/mk
2/20/90

FILED

'90 MAR 27 P4:28

Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

Return to: Elida
A.J. NOTO

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.

MAR 29 1990

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

15. CONSIDER AWARDING BID ON THE PURCHASE & DELIVERY OF A 3300 SCFM MAX FLOW UTILITY FLARE PACKAGE FOR COUNTY LANDFILL (#90-035):

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to McGILL ENVIRONMENTAL SYSTEMS, INC.(bid #90-035) in the amount of $36,483.00 for 3300 SCFM MAX FLOW UTILITY FLARE SYSTEM. Funds to come from Landfill budget. (Recorded in minutes in full)

16. AUTHORIZE ADVERTISING FOR BIDS FOR THE FOLLOWING: (1) FORD DEALER PARTS; (2) BRIDGE MATERIALS; (3) CULVERTS; (4) WEED, BRUSH & INSECT CONTROL MATERIALS; (5) ROAD MATERIALS, EARTHEN; (6) ROAD MATERIALS, CHEMICAL; (7) GASOLINE; (8) DIESEL; (9) PAVEMENT MARKING; (10) TYPEWRITER MAINTENANCE (11) OFFICE SUPPLIES; (12) PEST CONTROL:

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

17. TAKE ACTION ON BID #90-037 FOR THE PURCHASE OF 2 OR MORE NEW 1990 7,200 # GVWR MIN. PICKUP TRUCKS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to award bid #90-037 to KNAPP CHEVROLET for 1990 7,200 #GVWR min. pickup truck in the amount of $12,455 and authorize purchase of two trucks for Precinct #3, funds to come from FM/LR, Pct. 3. (Recorded in minutes in full)

18. 10:00 A.M.-HOLD PUBLIC HEARING FOR REPLAT OF FIRST COLONY M.U.D. #5, SEC. 1, PCT. 4, AND CONSIDER TAKING ACTION:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until April 16 at 10:00.

19. MEET IN CLOSED SESSION TO DISCUSS PERSONNEL (DEPT. HEAD EVALUATIONS), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (G), V.T.C.S. AND CONSIDER ACTION:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize Hopie Soloman, Social Services Director an increase, from grade 13/step 1 to grade 14/step 1, at a bi-weekly salary of $882.00 at the recommendation of the Personnel Department.

RECESS:

Commissioners Court recessed at 11:15 a.m.

20. 1:30 P.M. - OPEN UNPRICED PROPOSALS FOR COUNTY REDISTRICTING:

The following bids were presented to Commissioners Court for review.

A) ALLISON AND ASSOCIATES

21. 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, County Auditor. (Recorded in minutes in full)

22. ADJOURNMENT:

Commissioners Court adjourned at 1:35 p.m., Monday, March 26, 1990.

41 1308/5

McGill Environmental Systems, Inc.
5800 West 68th Street
Post Office Box 9667
Tulsa, Oklahoma 74157-0667

The Technology People

Telephone 918-445-2431
Fax: 918-446-3892
Telex: 79-6434

March 21, 1990

TELECOPY 342 7366

To: Fort Bend County Purchasing Dept.

Attention: Mr. Ron Drachenberg

Reference: McGill Elevated Flare System (Bid #90-035)

Gentlemen:

McGill will include the transportation and offloading cost to site in the bid price.

If you have questions or require further information, please feel free to contact me.

Sincerely,

ENVIROPRO, INC.

David Giles

David L. Giles
Local Representative

Enc.

INVITATION FOR BIDS
PURCHASE AND DELIVERY OF A 3300 SCFM MAX. FLOW UTILITY FLARE PACKAGE FOR THE FORT BEND COUNTY SANITARY LANDFILL, ROSENBERG, TEXAS
CONTRACT EXPIRES: 31 DECEMBER 1990
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
3 - 19 - 90	90-035	3 - 5 - 90	1	6

Sealed bids, subject to the Terms and Conditions of this Invitation For Bids, for the purchase and delivery of a 3300 SCFM max flow utility flare package, as described in 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, MARCH 19, 1990 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. 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.

McGill Environmental Systems, Inc.
LEGAL NAME OF CONTRACTING COMPANY

Jim Franklin	Manager, Standard Products	(918) 445-2431
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
P.O. Box 9667	Tulsa, OK	74157
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
5800 W. 68th Street	Tulsa, OK	74131
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE UTILITY FLARE PACKAGE 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: McGill has fully complied with your specifications except for those items marked with an asterisk (*).

Jim Franklin — 3/16/90
DATE

Jim Franklin	Manager, Standard Products	(918) 445-2431
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS — DATE

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
3 - 19 - 90	90-035	3 - 5 - 90	2	6

A. SCOPE:

It is the intent of Fort Bend County to purchase and have delivered a 3300 SCFM Max. Flow Utility Flare Package for the Fort Bend County Sanitary Landfill.

B. SPECIFICATIONS:

JCA * 1. The Utility Flare Package must be bid as a complete, operable utility flare system with thermocouple control and auto-relight capabilities. Bid price shall include delivery and unloading at the Fort Bend County Sanitary Landfill, Rosenberg, Texas.

JCA * 2. Bidders must furnish with bid any information or test results for general parameters for combustion efficiency and SOx, NOx, and CO emissions for the flare bid, as well as, detailed manufacturer's specificaitons on any equipment subsitutions or variances from the bid specifications contained herein.

JCA * 3. Bidders must furnish with bid the actual size, height and flare radiation at 6 ft. above ground level for flare bid. This information will not be used in determining the low bidder, this is for inhouse use only.

4. FLARE TYPE: 3300 SCFM Max. Flow Utility Flare, 12" Dia. x 25' High; 12" Inlet with Controls.

a. Flare Gas Type: Landfill Gas.

b. Flare Gas Composition:

MAXIMUM	MINIMUM
65% CH_4	35% CH_4
35% CO_2	25% CO_2
5% Air	40% Air
Trace VOCs	Trace VOCs

c. Typical Operating Range:

45%-55% CH_4
35%-45% CO_2
0%-20% Air
Trace VOCs

d. Maximum Flow Rate: 3300 CFM.

e. Minimum Flow Rate: 260 CFM.

INITIALS OF BIDDER (IN INK): JCA DATE: 3/19/90

* Please refer to the enclosed clarifications/exceptions.

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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f. Power available on site: 240V 3 Phase.

5. UTILITY FLARE ASSEMBLY:

a. The Utility Flare Assembly shall be sized to have a maximum pressure drop of 10 inches of water column from inlet actuator valve through the flare tip. Flare will be located in a fenced, controlled access area, furnished by others. The Utility Flare shall consist of the following assemblies.

b. Flare Tip:

(1). The base of the flare tip shall have a 150 lb. flange mounting connection for attachment to the inlet flame arrester.

(2). The lower section of the flare tip shall be carbon steel. The upper 5'-0" of the flare tip shall be stainless steel for high temperature corrosion resistance.

(3). The flare tip shall be fitted with a stainless steel flame holder for flame stability at high exit velocities.

(4). The flare tip shall have a stainless steel windshield extended above the flare tip, enclosing a small amount of the flame, for improved flame stability in high winds, and to assure consistent thermocouple sensing.

(5). The flare tip shall have two flare tip thermocouples, inside the windshield, to sense the flare's main flame. The thermocouples are to be used independently or together.

(6). The flare tip shall have mounting brackets for the pilot assembly and piping supports for the pilot gas and ignition gas.

(7). The flare tip shall be fitted with one stainless steel high efficiency pilot assembly designed for stability in high wind conditions. The pilot assembly shall have 1/2" NPT fuel gas connection 1' above flare tip base flange. The pilot assembly shall be commercially sandblasted, and have one coat of inorganic zinc primer, and finish coating of high temperature silver paint applied. One gallon of finish silver paint to be included for field touch ups.

(8). The pilot assembly will include a stainless steel flame front ignition tube to allow remote ignition of the intermittent pilot flame from 1' above flare tip base flange.

INITIALS OF BIDDER (IN INK): JLF DATE: 3/16/90

* Please refer to the enclosed clarifications/exceptions

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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(9). The pilot assembly will include a fuel gas/air mixer with spark igniter located on the flame front ignition tube 1' above flare tip base flange.

(10). The pilot assembly will include a pilot thermocouple to sense pilot flame.

(11). The flare tip assembly shall be commercially sandblasted and have one coat of inorganic zinc primer, and finish coating of high temperature silver paint applied.

* c. Tripod Flare Support:

The Utility Flare Assembly shall include a three legged structure to support the flare tip assembly, flame arrester, unload the tee base, and give lateral support to the utility flare. The tripod flare support shall be manufactured of carbon steel, commercially sandblasted, and have one coat of inorganic zinc primer, and finish coating of high temperature silver paint applied. Manufacturer to provide structural loadings and anchor bolt locations required for foundation design.

* d. Flame Arrester:

The Utility Flare Assembly shall include one Protectoseal No.. 4950 series flame arrester, or approved equal, with aluminum housing and grid assemblies, to quench flashback. The flame arrester is to be mounted below the flare tip. One spare grid assembly to be included to facilitate flame arrester maintenance.

e. Inlet Block Valve:

The Utility Flare Assembly shall be shipped with one electro-hydraulic, fail-closed control valve of the same size as the utility flare inlet. The valve shall be a 150# carbon steel, wafer style butterfly valve with Teflon seat and viton seals. The actuator valve shall open and close the valve on an electrical signal from the control panel, and fail closed by a spring loaded return on loss of power. The valve shall have a limit switch to indicate the valve is in the closed position.

6. UTILITY FLARE CONTROL SYSTEM:

a. The Utility Flare Control System shall be enclosed in weatherproof NEMA 4 enclosures and shall be mounted on a primed and painted steel support rack, with base pads to bolt to a concrete foundation, by others, and a top of panel height of 6'-6", that

INITIALS OF BIDDER (IN INK): JV DATE: 3/16/90

* Please refer to the enclosed clarifications/exceptions.

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
3 - 19 - 90	90-035	3 - 5 - 90	4	6

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OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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shall be shop; piped, wired, and operationally tested. All high voltage (440/220 Volt) items; 440V main disconnect, 440V to 120V stepdown transformer, motor starter for a 230/460V 15 Horsepower waste gas blower motor, and ammeter for waste gas blower motor (200% or normal load) shall be enclosed in a separate panel for electrical safety. See the utility flare control system operating sequence below for flare system operation. The utility flare control system shall include the following items:

(1). Ignition gas (propane) and pilot gas (propane) piping with connections, 1/2" NPT.

(2). Fuel gas pressure regulator.

(3). Fuel gas manual valve.

(4). Fuel gas solenoid valve with manual bypass valve on pilot gas line.

(5). Pressure gauge for fuel gas on pilot and ignition gas lines.

JCF* (6). Ignition transformer, temperature switch and rotary timer enclosed in a weatherproof (NEMA 4) panel.

(7). Pilot and main flame indicating lights (flame proved and flame failure).

(8). 120V 15 Amp convenience outlet (duplex) with weatherproof cover, and panel mounted on/off switch.

(9). Auto/Manual relight switch.

(10). Manual ignition button.

(11). Manual/Off/Automatic blower selector switch.

JCF* (12). 40W mercury vapor security light with photocell and panel mounted on/off switch, mounted on the rack.

b. Manufacturer to provide personnel for 2 day onsite field startup and operational instruction for flare startup, maintenance and operation.

c. Utility Flare Control System Operating Sequence:

(1). The flare control panel shall provide automatic remote operation of the flare system; inlet valve, blower motor, and

INITIALS OF BIDDER (IN INK): JCF DATE: 3/16/90

* Please refer to the enclosed clarifications/exceptions

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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auto-relight assembly. The panel shall require 15 psig fuel gas (propane) and 110V control electricity.

(2). To light the flare pilot, the ignition gas solenoid valve and pilot gas solenoid valve will open to allow ignition gas to mix in the spark chamber and pilot gas to flow to the pilot. A flame front will be sent to the pilot on a timed cycle until the pilot thermocouple indicates the pilot is lit. Once the pilot proves, the ignition fuel gas solenoid will close, the waste gas control valve will open and the blower (by others) will start, this will flow waste gas to the flare tip to be ignited by the pilot. After the flare tip thermocouple proves, the pilot fuel gas solenoid valve will close. The flare now is in normal operation, burning waste gas.

(3). The automatic ignition/re-ignition cycle will be initiated on initial system power up, or when the flare tip thermocouple indicates the loss of the main waste gas flame. The following sequence of events will occur when this happens; the blower will shut off, if running, the waste gas inlet valve will close, if open, the pilot and ignition solenoid valves will open and the ignition sequence will begin. If the pilot ignition/re-ignition does not occur within a specified period of time, the waste gas inlet valve will not open, the blower motor will not start, the reignition sequence will stop, and the control panel will shut down. A contact will activate to signal a remote alarm.

(4). When the pilot proves, the waste gas inlet valve will open and the blower will start, allowing waste gas to flow to the flare tip for normal operation of the flare assembly.

(5). If the main waste gas flame does not prove within a specified time period, the blower will stop, the waste gas inlet valve will close, and the control panel will shut down. A contact will activate to signal a remote alarm.

JCF * C. BID PRICE AND DELIVERY:

TOTAL BID PRICE $ 36,483.00 F.O.B. FORT BEND COUNTY SANITARY LANDFILL, ROSENBERG, TEXAS.

DELIVERY WILL BE COMPLETED WITHIN 70-84 CALENDAR DAYS AFTER AWARD OF BID BY THE FORT BEND COUNTY COMMISSIONER'S COURT (DELIVERY TIME MUST BE STATED OR BID WILL BE DISQUALIFIED).

NOTE: Improved delivery can be negotiated if necessary.

INITIALS OF BIDDER (IN INK): JCF DATE: 3/16/90

* Please refer to the enclosed clarifications/exceptions.

McGill Environmental Systems, Inc.
5800 West 68th Street
Post Office Box 9667
Tulsa, Oklahoma 74157-0667

The Technology People

Telephone 918-445-2431
Fax: 918-446-3892
Telex: 79-6434

March 16, 1990

Office of the County Judge
Fort Bend County
Courthouse Annex
507 Jackson Street
Richmond, TX 77469

Reference: Elevated Flare System For
Fort Bend County Landfill
in Rosenberg, Texas
McGill Proposal FC-900073

Gentlemen:

Thank you for your request for quotation for an elevated landfill flare for the above referenced project. Following are clarifications/exceptions to your specifications:

Item

B1 McGill has not included delivery or unloading in our proposal.

B2 Typical emissions are as follows:

	Expected Emissions	
Operating Temperature	1400°F	2000°F
Hydrocarbon Destruction Eff.	> 98%	> 99%
NOx, Lbs/MMBtu	.055	.06
CO, Lbs/MMBtu	.4	.2
SOx	Depends on amount of sulphur in waste stream	

B3 The radiation level at 6' above ground level is 1275 Btu/Hr-Ft^2

5d McGill's pricing includes a Varec Model 50 Flame Arrestor in lieu of the Protectoseal Model 4950 as specified. The price includes a spare grid element.

5c. Please reference the enclosed "typical" drawing for information concerning the structural loadings and anchor bolt locations.

6a.6 McGill now supplies a solid state timer in lieu of the rotary type timer. A rotary timer can be supplied if desired at the same price.

6a.12 McGill now supplies a 100W high pressure sodium security light in lieu of the 40W mercury vapor security light. A 40W mercury vapor light can be supplied for the same price.

C. The total price of $36,483.00 is quoted F.O.B. point of manufacture, Tulsa, Oklahoma.

We appreciate this opportunity to provide our proposal to you. Please do not hesitate to call if you have any questions or require further information.

Best regards,

McGILL ENVIRONMENTAL SYSTEMS, INC.

Jim Franklin

Jim Franklin
Manager, Standard Products

BKD/SPJ/195

cc: Enviropro, Inc.
Seabrook, TX

ENVIROPRO, INC.

41 1378

'90 14:28 713 474 3

McGill Environmental Systems, Inc.
5800 West 88th Street
Post Office Box 9667
Tulsa, Oklahoma 74157-0667

Telephone 918-445-2431
Fax: 918-446-3692
Telex: 79-6434

McGill

e Technology People

March 21, 1990

TELECOPY 342 7366

To: Fort Bend County Purchasing Dept.

Attention: Mr. Ron Drachenberg

Reference: McGill Elevated Flare System

Gentlemen:

McGill will include the transportation cost to site in the bid price.

If you have questions or require further information, please feel free to contact me.

Sincerely,

ENVIROPRO, INC.

David Giles

David L. Giles
Local Representative

Enc.

PURCHASE OF TWO (2) OR MORE NEW 1990 7,200# GVWR MINIMUM PICKUP TRUCKS
BID #90-037

COMPANY	BID PRICE	DELIVERY WITHIN
Knapp Chevrolet P.O. Box 4179 Houston, Texas 77210	$12,455.00	90 Days
Joe Grillo Olds-Dodge P.O. Box 911 Rosenberg, Texas 77471	*$12,471.60	120 Days
Lawrence Marshall Chev-Olds P.O. Box 983 Hempstead, Texas 77445	$12,487.54	**Not stated
Barrett Motor Co. P.O. Box 4998 Tyler, Texas 75712	$12,490.00	60-90 Days

* Specs call for 32 gallon minimum capacity fuel tank, bidding a 30 gallon capacity fuel tank.

** Specs require that bidder must state delivery time, Lawrence Marshall does not state delivery time.

COUNTY REDISTRICTING. BID #90-039

COMPANY

Allison and ~~Associates~~ Associates ✓

Guinn and Morrison NO BID

Adjourned 1:35 PM

21

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990

41 1381

On this the 26th day of March, 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

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: _____

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.

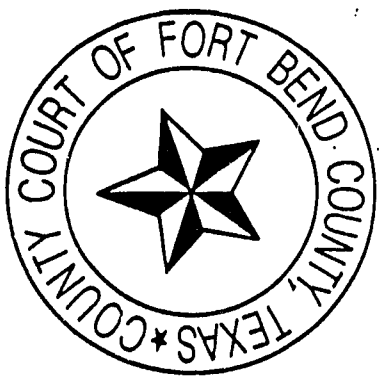
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON JUNE 11, 19 90.

STARTING WITH
FILM CODE NO. 90Vol.41Pg. 1320

ENDING WITH
FILM CODE NO. 90Vol.41Pg.1381



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 11 DAY OF JUNE, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 1384.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AS PER ORIGINAL

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, APRIL 2, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of March 26, 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 request from Fort Bend Flood Control Water Supply Corp. for approval of construction drawings for Flat Bank Creek channel improvements, Flat Bank Creek diversion channel improvements and Steep Bank Creek improvements; and consider advertising for bids for the above.

7. Consider approving bills for Fort Bend Flood Control Water Supply.

8. Consider lot revisions for The Grove, Sec. 7 and replat of Pecan Grove Plantation, Sec. 6, Pct. 4.

9. Consider approving plat of Greatwood Trails, Sec. 2, Pct. 1.

10. Sheriff Perry Hillegeist, re: request reclassification of employee (funds available).

11. Kathy Hynson, County Treasurer, re: (1) request to void staledated checks for Tax Dept.; (2) request authorization to reissue certain checks; (3) consider accepting proposal(s) for banking services; (4) consider accepting proposal providing coverage for public employees blanket bond.

12. Consider appointment to Fort Bend County Board of Judges' Criminal Justice Council.

13. Authorize absentee polling places, date, time, location, staff and salary for April 10th Republican & Democratic runoff elections.

14. Consider approval of contracts with AT&T for Juvenile Probation phone system upgrade.

15. Consider approving resolution in opposition to toxic waste disposal well near Twin Lakes (Guy area).

16. Consider abandonment of public utility easement in Cinco Ranch South Lake Village Sub., Sec. 2, Pct. 3.

17. Set public hearing for traffic control devices at Old Richmond Rd. and West Airport Blvd., Pct. 3.

18. Consider approval of construction of a turning lane on Ave. E at Dulles Ave., Pct. 3.

19. Consider application from GTE Southwest to lay cable along Stafford Run Rd., Pct. 3.

20. Consider applicaton from Warner Cable Communications to lay cable under or along Atterbury Dr. & New Kent Dr., Pct. 3.

21. Consider application from Hassell Construction Co. to construct street tie-ins at Greenway Village Dr., Westforest Dr. and Cinco Park Place onto Peek Rd., Pct. 3.

22. Consider application from San Miguel Civic Assoc. to construct entrance signs and sprinkler system to do landscaping, and lay cable within the esplanade of Beechnut St., Pct. 3.

23. Consider authorizing D.A.'s office to take action on expiring letter of credit for Tierra Grande, Sec. 4.

24. Consider accepting donation of right-of-way deeds for the extension of Wicks Rd. from Mr. & Mrs. Willie Sbrusch, Mr. C. Michael Scherer and Craig Braxton/Mrs. Rudolph Braxton.

25. Consider approval of amendment to agreement for administrative consultant services for Fifth St. Sanitary Sewer Collection System, Phase I.

26. Consider approval of Fair Housing Proclamation for Fort Bend County.

27. Consider accepting donation of right-of-way deed for the Bois-d-Arc bridge project from Harrison Interests, Ltd, General Partners, Mr. Dan J. Harrison III & Mr. Bruce F. Harrison., Pct. 4.

28. Consider lease agreement for Jake Dove Senior Citizens site.

29. Authorize emergency temporary closing of George Duty Rd. between FM-1462 & Big Island due to bridge collapse, Pct. 2.

30. Consider approving bid specifications for County Redistricting.

31. Meet in Closed Session to discuss litigation (Eguia vs. Tompkins, et al), as authorized by Art. 6252-17, Sec. 2(e), VTCS & consider action.

32. 1:30 p.m. - Open and consider bids for the following: (1) Contract for collection services on delinquent accounts for E.M.S. (#90-018); (2) Purchase & delivery of 2 high pressure blowers for Landfill gas flare system (#90-040); (3) One or more new full size utility vehicle(s) (Chevrolet Blazer, Ford Bronco or Dodge Ram Charger (#90-041); (4) One or more new full size pickup truck(s), 10-day del. (#90-042).

33. Approve bills.

34. Adjournment.

FILED FOR RECORD
TIME 3:20 ~~A.M.~~ P.M.

MAR 29 1990

Diane 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, March 29, 1990 at 3:30 p.m. by N. Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 2ND day APRIL, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session 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
ELIDA KOSLER for Dianne Wilson	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETINGS OF MARCH 26, 1990:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of March 26, 1990.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

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

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve out of town travel request for LIBRARY, COUNTY COURT AT LAW #2, DISTRICT ATTORNEY, COUNTY CLERK, SOCIAL SERVICES, COUNTY JUDGE, and 268th DISTRICT JUDGE. (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 agreement for Library.

6. CONSIDER REQUEST FROM FORT BEND FLOOD CONTROL WATER SUPPLY CORP. FOR APPROVAL OF CONSTRUCTION DRAWINGS FOR FLAT BANK CREEK CHANNEL IMPROVEMENTS, FLAT BANK CREEK DIVERSION CHANNEL IMPROVEMENTS AND STEEP BANK CREEK IMPROVEMENTS; AND CONSIDER ADVERTISING FOR BIDS FOR THE ABOVE:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve request from Fort Bend Flood Control Water Supply Corp. for approval of construction drawing for Flat Bank Creek Channel Improvements, Flat Bank Creek Diversion Channel Improvements and Steep Bank Creek Improvements and advertise for bids for the projects.

41 4 1387

RECEIVED
MAR 30 1990
COUNTY JUDGE

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:

W. Von-Maszweski

DATE OF DEPARTURE: May 17, 1990

DATE OF RETURN: May 19, 1990

DESTINATION: Austin, TX.

PURPOSE OF TRIP: To attend 18th Annual Meeting of the Society of Southwest Archivists.

MODE OF TRANSPORTATION: personal auto

****

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

DATE: 3/27/90

Roman S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 4/2/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1388

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 30 1990
COUNTY JUDGE

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: May 8, 1990

DATE OF RETURN: May 12, 1990

DESTINATION: Marshall, Texas

PURPOSE OF TRIP: Texas College of Probate Judges Conference

MODE OF TRANSPORTATION: Personal Automobile

****

DEPARTMENT HEAD APPROVAL: Judge Walter S. McMeans
County Court at Law No. Two
Name & Department

DATE: 3-29-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 4/2/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1389

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 30 1990
County Auditor

TO: COMMISSIONERS COURT

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

MARK PRICE

DATE OF DEPARTURE: 4/5/90

DATE OF RETURN: 4/6/90

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Hearing on Plea & Abatement in Cause No. 471,063; Fort Bend County vs. Texas Parks & Wildlife; In the 250th Judicial District Court of Travis County, Texas

MODE OF TRANSPORTATION: Automobile

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick-Criminal District Attorney
Name & Department

DATE: 3-29-90

Sam W. Dick
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 4/2/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1390

RECEIVED
MAR 28 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure May 13

Date of Return May 18

Purpose of Trip: Certification in Court Mgmt

Places to be Visited: Atlanta Ga

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

Danilson
Name

3-27-90
Date

County Clerk
Title

* *

Approved: Commissioners' Court

J Stavinoha
County Judge

4/2/90
Date

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

41 1391

RECEIVED
MAR 28 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Olivia Herrera

Faye Matthews

Period: Date of Departure April 5, 1990

Date of Return April 6, 1990

Purpose of Trip: Conference on Social Work in Texas

Places to be Visited: Texas Rehabilitation Commission 4900 N. Lamar Austin, Texas

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

Hopie Solomon
Name

3-27-90
Date

Hopie Solomon
Director
Title

* *

Approved: Commissioners' Court

J Stavinoha
County Judge

4/2/90
Date

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

RECEIVED
MAR 28 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Jodie E. Stavinoha

Period: Date of Departure April 5, 1990

Date of Return April 6, 1990

Purpose of Trip: The Texas Council of Community Mental Health and Mental Retardation Center, Inc./Texas Council Brd & Exe. Directors Consortium

Places to be Visited: Wimberley, Texas

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

[signature]
Name

Date

Title

* *

Approved: Commissioners' Court

[signature]
County Judge

4/2/90
Date

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

41 1333

RECEIVED
MAR 28 1990
COUNTY JU

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 APRIL 25, 1990

Date of Return APRIL 28, 1990

Purpose of Trip: LEGAL SEMINAR

Places to be Visited: BROWNSVILLE, TEXAS

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

C. Anderson
Name

MARCH 26, 1990
Date

JUDGE OF THE 240TH JUDICIAL DISTRICT
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/2/90
Date

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

41 1334

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAR 26 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Susan Lowery

DATE OF DEPARTURE: June 2, 1990

DATE OF RETURN: June 5, 1990

DESTINATION: Dallas, Texas

PURPOSE OF TRIP: Detouring Youth from Drugs and Violence Seminar

MODE OF TRANSPORTATION: Airline

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick; Criminal District Attorney
Name & Department

DATE: 3-22-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 4/2/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

5

41 1335

LESSEE:	LESSOR:
FORT BEND COUNTY LIBRARY 1001 GOLFVIEW RICHMOND TX 77469 GENEALOGY DEPARTMENT	KOPI-R SERVICE P O BOX 205 ROSENBERG TX 77471 342-3707

EQUIPMENT DESCRIPTION:

5500 BK COIN OP SERIAL #117BIT055 (attached to Royal Copier) SN METER: | 1 | 1 | 4 | 2 | 4 | 7

Monthly Payments:	No. of Payments:	Contract Date:	Payments Due:
37.50		1-1-90	LAST DAY OF EACH MONTH.

Copy allowance:	Overage rate:	Special Terms:
n/a	n/a	n/a per copy.

CONDITIONS

LESSEE ASSUMES RESPONSIBILITY FOR EQUIPMENT WHILE UNDER CONTRACT AND AGREES TO BE LIABLE FOR ANY COST INCURRED DUE TO DAMAGES FROM RAIN, THEFT OR FIRE AND ANY DAMAGE NOT DUE TO NORMAL EQUIPMENT OPERATION.

IN AGREEMENT WITH BOTH LESSEE AND LESSOR THE FOLLOWING IS THE MAXIMUM VALUE OF EQUIPMENT FOR PURPOSES OF INSURANCE AND/OR LEASE/PURCHASE $ 1,135.00

ALL SUPPLIES USE IN SAID EQUIPMENT MUST BE PURCHASED FROM LESSOR AS PART OF THIS CONTRACT. DAMAGES TO EQUIPMENT BY FAILURE TO COMPLY WITH THIS CONDITION DOES NOT VOID CONTRACT, BUT WILL HOLD LESSEE LIABLE FOR EXPENSES INCURRED IN REPLACING ALLIEN SUPPLIES.

LESSEE AGREES TO AN UNCONDITIONAL AGREEMENT TO ALLOW LESSOR OR HIS AGENTS ACCESS TO ANY OR ALL PARTS OF PROPERTIES FOR THE SERVICE AND INSPECTION OF EQUIPMENT. UPON REMOVAL OF ABOVE EQUIPMENT LESSEE AGREE UNCONDITIONALLY TO SERENDER EQUIPMENT TO LESSOR.

LESSEE AGREES TO GIVE SOLE JUDGEMENT TO LESSOR AS TO WHETHER VOLUME OF COPIES IS ADEQUATE AS TO MANDATE EQUIPMENT BEING LESSED. UPON LESSOR PETITION TO UPGRADE OR DOWNGRADE SAID EQUIPMENT LESSEE AGREES TO CONSIDER SUGGESTION FROM LESSOR.

ALL MONIES DUE FOR EQUIPMENT SERVICES AND/OR SUPPLIES DELIVERED MUST BE REMITTED TO LESSOR UPON DATES SET ABOVE.

I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS CONTRACT AND DO HEREBY AGREE TO UPHOLD ALL ITS TERMS AND CONDITIONS.

Judge E. Stavinoha County Judge 4/2/90

LESSEE TITLE DATE

FOR OFFICE USE ONLY:

I HEREBY ACCEPT THE ABOVE CONTRACT AND AGREE TO DELIVER EQUIPMENT TO PREFORM TO MANUFACTURER SPECIFICATIONS FOR THE TERMS LISTED ABOVE.

LESSOR TITLE DATE

Sam Cruise, Engineer for Fort Bend Flood Control presented request.

7. CONSIDER APPROVING BILLS FOR FORT BEND FLOOD CONTROL WATER SUPPLY:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve bills for Fort Bend Flood Control Water Supply in the amount of $152,657.90. (Recorded in minutes in full)

8. CONSIDER LOT REVISIONS FOR THE GROVE, SEC. 7 AND REPLAT OF PECAN GROVE PLANTATION, SEC. 6, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept lot revisions for The Grove, Sec. 7 and replat of Pecan Grove Plantation, Sec. 6, Pct. 4. (Recorded in minutes in full)

Micheal Scherer, Attorney for Pecan Grove Associates request order authorizing sale of property.

9. CONSIDER APPROVING PLAT OF GREATWOOD TRAILS, SEC. 2, PCT. 1:

Postpone

10. SHERIFF PERRY HILLEGEIST, RE: REQUEST RECLASSIFICATION OF EMPLOYEE (FUNDS AVAILABLE):

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve reclassification of deputy position (pay grade 10/step 12) to detective (pay grade 11/step 12). Funds available. (Recorded in minutes in full)

11. KATHY HYNSON, COUNTY TREASURER, RE: (1) REQUEST TO VOID STALE DATED CHECKS FOR TAX DEPT.: (2) REQUEST AUTHORIZATION TO REISSUE CERTAIN CHECKS: (3) CONSIDER ACCEPTING PROPOSAL(S) FOR BANKING SERVICES: (4) CONSIDER ACCEPTING PROPOSAL(S) PROVIDING COVERAGE FOR PUBLIC EMPLOYEES BLANKET BOND:

Kathy Hynson, request to void stale dated checks for Tax Dept.:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and carried, with Commissioner Denham voting to abstain, it is ordered to void stale dated checks for Tax Department in the amount of $10,897.85. (Recorded in minutes in full)

Request authorization to reissue certain checks:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Denham voting to abstain, it is ordered to reissue checks to Stewart Title and Lamar Tractor.

Consider accepting proposal(s) for banking services:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept proposals as presented by Kathy Hynson, Treasurer.

Consider accepting proposal providing coverage for public employees blanket bond:

Moved by Commissioner Pressley to approve proposal providing coverage for public employees blanket bond. Motion failed due to lack of a second.

FORT BEND COUNTY TREASURER

KATHY HYNSON

April 2, 1990

Charles F. Howard, 3 meetings @ $50.00 ea.	150.00
Rick Zapalac, 3 meetings @ $50.00 ea.	150.00
A. J. Colbert, 1 meeting @ 50.00 ea.	50.00
Paul J. Council, 3 meeetings @ 50.00 ea.	150.00
Don L. Russell, 3 meetings @ 50.00 ea.	150.00
Pilko and Associates, Study on Herman Tract	2,699.87
Osenbaugh, Fox & Associates, Retainer for Appraisals	8,250.00
Vinson & Elkins, Three Invoices	57,590.36
Lichliter/Jameson and Associates, Inc.	47,496.94
Hassel Construction Co., Inc., 2/6 thru 3/5	28,012 .50
Pilko & Associates, Study on Herman Hospital	2,482.29
Stewart Title, Land Acquisition	5,475.94
Total	152,657.90

309 SOUTH 4TH, P.O. BOX 1202, RICHMOND, TEXAS 77469, (713) 341-3750

8

41 1398

C. MICHAEL SCHERER
ATTORNEY AT LAW
A Sole Proprietorship
304 JACKSON STREET (HWY. 90A)
RICHMOND, TEXAS 77469

PHONE 713-342-6164
FAX 713-342-7814

March 28, 1990

The Honorable Jodie E. Stavinoha
Fort Bend County Judge
Fort Bend County Courthouse
Richmond, Texas 77469

Re: Pecan Grove Associates' request for order re: Lots 28-30, Block 3, Replat of Pecan Grove Plantation, Section 6, Precinct 4

Dear Judge Stavinoha:

Please find enclosed herewith order referenced above which will have the effect of converting three platted lots into two building sites.

Please obtain permission from Commissioner Lutts to place the item on the Commissioner's Court Agenda for April 2, 1990.

Please have the agenda items worded as follows:

Consider Lot Revisions, Replat of Pecan Grove Plantation, Section 6, Precinct 4.

Thank you.

Sincerely yours,

C. Michael Scherer

C. Michael Scherer
Attorney for Pecan Grove Associates

CMS/mls
mls003/053

Enclosure

cc: Commissioner Bob Lutts
Mr. Larry Wagenbach
Mr. Ron Drachenberg
Ms. Dianne Wilson

9015899

2200 1461

41 1399

IN RE: LOTS 28 THROUGH 30, BLOCK 3, REPLAT OF PECAN GROVE PLANTATION, SECTION 6, OWNED BY PECAN GROVE ASSOCIATES	§ § § §	IN THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS

ORDER AUTHORIZING SALE OF PROPERTY
PURSUANT TO SECTION 232.010 OF THE LOCAL GOVERNMENT CODE

BE IT REMEMBERED that on the 2nd day of April, 1990, came to be heard Pecan Grove Associates' Request for Order Authorizing Sale of Property pursuant to Section 232.010 of the Local Government Code.

WHEREAS, Pecan Grove Associates, a Texas Joint Venture, the owner of Lots 28 through 30, both inclusive, of Block 3, Replat of Pecan Grove Plantation, Section 6, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded Volume 31, Page 4 of the Fort Bend County Plat Records, has requested permission from this court to convey said three previously platted lots as two building sites described by metes and bounds in Exhibit "A", Pages 1 and 2, and by plat in Exhibit "B", Pages 1 and 2, attached hereto and made a part hereof; and,

WHEREAS, said Request is made pursuant to the authority conferred upon this court by Section 232.010 of the Texas Local Government Code, effective August 28, 1989; and,

WHEREAS, this court being of the opinion that said Request should be granted, upon proper motion and second it is therefore:

ORDERED, ADJUDGED AND DECREED that Pecan Grove Associates, a Texas Joint Venture, be allowed to convey the aforesaid three previously platted lots as as two building sites described by metes and bounds in Exhibit "A", Pages 1 and 2, and by plat in Exhibit "B", Pages 1 and 2, attached hereto and made a part hereof.

2200 1462
41 1400

The County Clerk is instructed to file a certified copy of this order in the Official Records and to attach a certified copy of this order to the recorded plat of said subdivision.

SIGNED AND ENTERED on this the 2nd day of April, 1990.

ATTEST:

Dianne Wilson
DIANNE WILSON
FORT BEND COUNTY CLERK

Jodie E. Stavinoha
JODIE E. STAVINOHA
FORT BEND COUNTY JUDGE

APPROVED AS TO FORM AND SUBSTANCE:

C. Michael Scherer
C. MICHAEL SCHERER
304 Jackson Street
Richmond, Texas 77469
(713) 342-6164
State Bar No. 17744600
Attorney for Pecan Grove Associates

mls003/044

return to:
Elida
Mike Scherer

2200 1463
41 1401

AS PER ORIGINAL

ROE SURVEYING COMPANY

5019 Hardway Street
Houston, Texas 77092
(713) 957-3311

January 15, 1990

FIELD NOTES

610 Ironwood Drive

Description of a tract of land located in the William Morton Survey, Abstract No. 62, Fort Bend County, Texas, being all of Lot 28 and the Westerly 31.50 feet of Lot 29 in Block 3 of the Replat of Pecan Grove Plantation, Section 6, as per plat thereof recorded in Volume 31, Page 4 of the Fort Bend County Plat Records and being more particularly described by metes and bounds as follows (with bearings referenced to the plat of said Pecan Grove Plantation, Section Six):

BEGINNING at the Northwesterly corner of said Lot 28, said point being on a curve in the Southerly right-of-way line of Ironwood Drive (50-feet in width);

THENCE, in a Northeasterly direction along the Southerly right-of-way line of said Ironwood Drive with a curve to the right, having a radius of 25.00 feet, a delta angle of 13° 45' 04", a chord bearing and distance of N 88° 47' 50" E, 5.99 feet, for an arc length of 6.00 feet to a point for tangent;

THENCE, S 84° 21' 27" E, continuing along the Southerly right-of-way line of said Ironwood Drive, passing at 57.00 feet the common North corner of said Lot 28 and aforesaid Lot 29 and continuing for a total distance of 88.50 feet to a point for the Northeast corner of the herein described tract;

THENCE, S 05° 38' 33" W, a distance of 116.07 feet to a point in the Southerly line of said Lot 29 for the Southeast corner of the herein described tract;

THENCE, N 86° 01' 42" W, passing at 31.52 feet the common South corner of said Lot 29 and aforesaid Lot 28 and continuing for a total distance of 94.49 feet to a point for the Southwest corner of said Lot 28 and the herein described tract;

THENCE, N 05° 38' 33" E, a distance of 118.11 feet to the POINT OF BEGINNING.

Emerald Homes
8802-103
D7/L28B3PG6

2200 1464
41 1402
AS PER ORIGINAL

ROE SURVEYING COMPANY

5019 Hardway Street
Houston, Texas 77092
(713) 957-3311

January 15, 1990

FIELD NOTES

618 Ironwood Drive

Description of a tract of land located in the William Morton Survey, Abstract No. 62, Fort Bend County, Texas, being all of Lot 30 and the Easterly 31.50 feet of Lot 29 in Block 3 of the Replat of Pecan Grove Plantation, Section 6, as per plat thereof recorded in Volume 31, Page 4 of the Fort Bend County Plat Records and being more particularly described by metes and bounds as follows (with bearings referenced to the plat of said Pecan Grove Plantation, Section Six):

BEGINNING at the Northeasterly corner of said Lot 30, said point being on a curve in the Southerly right-of-way line of Ironwood Drive (50-feet in width);

THENCE, S 03° 49' 01" W, a distance of 113.90 feet to a point for the Southeast corner of said Lot 30 and the herein described tract;

THENCE, N 86° 01' 42" W, passing at 68.34 feet the common South corner of said Lot 30 and aforesaid Lot 29 and continuing for a total of distance 99.85 feet to a point for the Southwest corner of the herein described tract;

THENCE, N 05° 38' 33" E, a distance of 116.07 feet to a point located in the Southerly right-of-way line of aforesaid Ironwood Drive and the Northerly line of said Lot 29 for the Northwesterly corner of the herein described tract;

THENCE, S 84° 21' 27" E, along the Southerly right-of-way line of said Ironwood Drive, passing at 31.50 feet the common North corner of said Lot 29 and aforesaid Lot 30 and continuing for a total distance of 73.60 feet to a point of curve;

THENCE, in a Southeasterly direction continuing along the Southerly right-of-way line of said Ironwood Drive with a curve to the left, having a radius of 375.00 feet, a delta angle of 03° 27' 11", a chord bearing and distance of S 86° 05' 40" E , 22.60 feet, for an arc length of 22.60 feet to the POINT OF BEGINNING.

Emerald Homes
8802-103

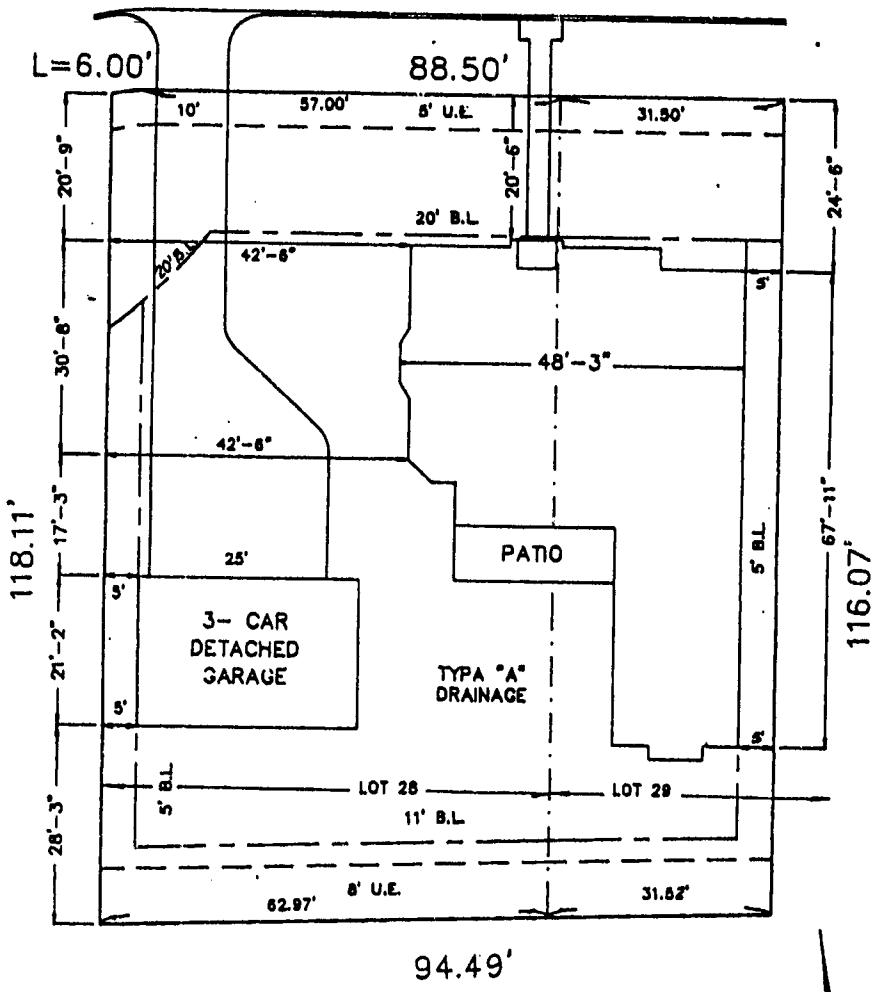
D7/L30B3PG6

AS PER ORIGINAL

2200 1465

IRONWOOD DRIVE

41 1403



Minimum finished slab elevation shall be at or above 82.5 feet mean sea level and 18 inches above natural ground.

EXHIBIT "B" - PAGE 1

* ALL OF LOT 28 AND THE SOUTHWESTELY 31.50 FEET OF LOT 29,

I do hereby certify that this drawing or plan and related specifications meet all local code requirements and are in substantial conformity with V. A. Minimum Property Requirements.

Martin N. Roe

ROE SURVEYING COMPANY

5018 Hardesty Street Houston, Texas 77092 (713)987-3311

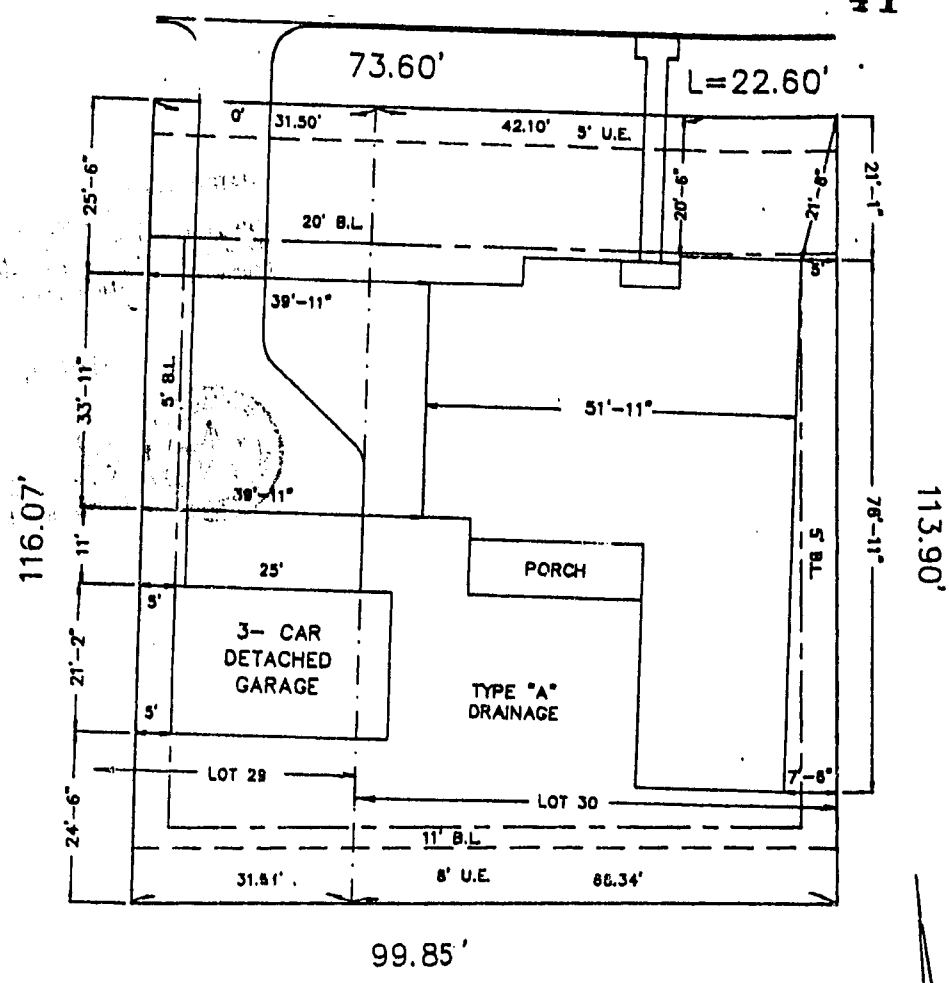
SCALE: 1"=20'		EMERALD HOMES Builder of Old Crane Homes
DATE: 12-11-89		
SUBDIVISION: PECAN GROVE PLANTATION, SECTION 6		
LOT: *	BLOCK: 3	COUNTY: FORT BEND
ADDRESS: 610 IRONWOOD DRIVE		
PANEL:	PLAN: 2354 A	DWG. PG6L28B3

AS PER ORIGINAL

2200 1466

41 1404

IRONWOOD DRIVE



Minimum finished slab elevation shall be at or above 82.5 feet mean sea level and 18 inches above natural ground.

EXHIBIT "B" - PAGE 2

* ALL OF LOT 30 AND THE NORTHEASTERLY 31.50 FEET OF LOT 29,

I do hereby certify that this drawing or plan and related specifications meet all local code requirements and are in substantial conformity with V. A. Minimum Property Requirements.

Mat. T. Roe

ROE SURVEYING COMPANY

5018 Hardesty Street Houston, Texas 77092 (713)687-3311

SCALE: 1"=20'		EMERALD HOMES Builder of Old Crane Homes
DATE: 12-11-89		
SUBDIVISION: PECAN GROVE PLANTATION, SECTION 6		
LOT: *	BLOCK: 3	COUNTY: FORT BEND
ADDRESS: 618 IRONWOOD DRIVE		
PANEL:	PLAN: 2756 A	DWG. PG6L30B3

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, DO HEREBY CERTIFY THE FOLLOWING DOCUMENT ATTACHED HERETO IS A TRUE AND CORRECT COPY OF PROCEEDINGS HAD BEFORE THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, ON APRIL 2, 1990, UPON REQUEST BY PECAN GROVE ASSOCIATES FOR ORDER PERTAINING TO LOTS 28 THROUGH 30, BLOCK 3, REPLAT OF PECAN GROVE PLANTATION, SECTION 6.

SEAL

Dianne Wilson
DIANNE WILSON

mls003/045

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, DO HEREBY CERTIFY THE FOLLOWING DOCUMENT ATTACHED HERETO IS A TRUE AND CORRECT COPY OF PROCEEDINGS HAD BEFORE THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, ON APRIL 2, 1990, UPON REQUEST BY PECAN GROVE ASSOCIATES FOR ORDER PERTAINING TO LOTS 28 THROUGH 30, BLOCK 3, REPLAT OF PECAN GROVE PLANTATION, SECTION 6.

SEAL

Dianne Wilson

DIANNE WILSON

mls003/045

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, DO HEREBY CERTIFY THE FOLLOWING DOCUMENT ATTACHED HERETO IS A TRUE AND CORRECT COPY OF PROCEEDINGS HAD BEFORE THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, ON APRIL 2, 1990, UPON REQUEST BY PECAN GROVE ASSOCIATES FOR ORDER PERTAINING TO LOTS 28 THROUGH 30, BLOCK 3, REPLAT OF PECAN GROVE PLANTATION, SECTION 6.

SEAL

Dianne Wilson
DIANNE WILSON

mls003/045

8

41 1408

C. MICHAEL SCHERER
ATTORNEY AT LAW
A Sole Proprietorship
304 JACKSON STREET (HWY. 90A)
RICHMOND, TEXAS 77469

PHONE 713-342-6164
FAX 713-342-7814

March 28, 1990

The Honorable Jodie E. Stavinoha
Fort Bend County Judge
Fort Bend County Courthouse
Richmond, Texas 77469

Re: Pecan Grove Associates' request for order re: Lots 17-21, Block 6, The Grove, Section 7, Precinct 4

Dear Judge Stavinoha:

Please find enclosed herewith order referenced above which will have the effect of converting five platted lots into four building sites.

Please obtain permission from Commissioner Lutts to place the item on the Commissioner's Court Agenda for April 2, 1990.

Please have the agenda items worded as follows:

Consider Lot Revisions, The Grove, Section 7, Precinct 4.

Thank you.

Sincerely yours,

C. Michael Scherer

C. Michael Scherer
Attorney for Pecan Grove Associates

CMS/mls
mls003/053

Enclosure

cc: Commissioner Bob Lutts
Mr. Larry Wagenbach
Mr. Ron Drachenberg
Ms. Dianne Wilson

9015900

IN RE: LOTS 17 THROUGH 21, BLOCK 6, THE GROVE, SECTION 7, OWNED BY PECAN GROVE ASSOCIATES	§ § §	IN THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS

ORDER AUTHORIZING SALE OF PROPERTY
PURSUANT TO SECTION 232.010 OF THE LOCAL GOVERNMENT CODE

BE IT REMEMBERED that on the 2nd day of April, 1990, came to be heard Pecan Grove Associates' Request for Order Authorizing Sale of Property pursuant to Section 232.010 of the Local Government Code.

WHEREAS, Pecan Grove Associates, a Texas Joint Venture, the owner of Lots 17 through 21, both inclusive, of Block 6, The Grove, Section 7, a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded under Clerk's Slide Nos. 632A and 632B of the Fort Bend County Plat Records, has requested permission from this court to convey said five previously platted lots as four building sites described by metes and bounds in Exhibit "A", Pages 1-4, and by plat in Exhibit "B", attached hereto and made a part hereof; and,

WHEREAS, said Request is made pursuant to the authority conferred upon this court by Section 232.010 of the Texas Local Government Code, effective August 28, 1989; and,

WHEREAS, this court being of the opinion that said Request should be granted, upon proper motion and second it is therefore:

ORDERED, ADJUDGED AND DECREED that Pecan Grove Associates, a Texas Joint Venture, be allowed to convey the aforesaid five previously platted lots as as four building sites described by metes and bounds in Exhibit "A", Pages 1-4, and by plat in Exhibit "B", attached hereto and made a part hereof.

The County Clerk is instructed to file a certified copy of this order in the Official Records and to attach a certified copy of this order to the recorded plat of said subdivision.

SIGNED AND ENTERED on this the 2nd day of April, 1990.

ATTEST:

Dianne Wilson

DIANNE WILSON
FORT BEND COUNTY CLERK

Jodie E. Stavinoha

JODIE E. STAVINOHA
FORT BEND COUNTY JUDGE

APPROVED AS TO FORM AND SUBSTANCE:

C. Michael Scherer

C. MICHAEL SCHERER
304 Jackson Street
Richmond, Texas 77469
(713) 342-6164
State Bar No. 17744600
Attorney for Pecan Grove Associates

mls003/004

return to:
~~[illegible]~~
Mike Scherer

2200 1470
41 1411

Grove 7, Block 6
Lot 17 & Part of Lot 18

William Morton League
Abstract No. 62

AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES AND BOUNDS** description of a 0.178 acre (7,744 square feet) tract of land situated in the William Morton League, Abstract No. 62, Fort Bend County, Texas being all of Lot 17 and a portion of Lot 18 in Block 6 of Grove Section 7, plat of which is recorded on Slides No. 632A and 632B of the Fort Bend County Plat Records and being more particularly described as follows:

BEGINNING at a point marking the northwest corner of said Lot 17, Block 6;

THENCE, along the southerly right-of-way line of Musket Ridge Drive (50 feet wide) the following two (2) courses and distances:

1) North 80° 00' 00" East, 41.94 feet to a point of curvature;

2) along the arc of a tangent curve to the right having a radius of 225.00 feet, a central angle of 10° 33' 28", a long chord bearing North 85° 16' 44" East, 41.40 feet, a total arc length of 41.46 feet to a point for corner;

THENCE, South 00° 33' 28" West, 107.12 feet to a point for corner in the southerly line of aforesaid Lot 18;

THENCE, North 73° 18' 46" West, 9.15 feet to an angle point in the existing back-lot line;

THENCE, South 80° 00' 00" West, 55.36 feet to the southwest corner of aforesaid Lot 17;

THENCE, North 10° 00' 00" West, 105.00 feet to the **POINT OF BEGINNING, CONTAINING** 0.178 acre of land in Fort Bend County, Texas.

January 2, 1990
MAR.4/039

Grove 7, Block 6
Portions of Lots 18 & 19

William Morton League
Abstract No. 62

AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES AND BOUNDS** description of a 0.188 acre (8,198 square feet) tract of land situated in the William Morton League, Abstract No. 62, Fort Bend County, Texas being a portion of Lots 18 and 19 in Block 6 of Grove Section 7, plat of which is recorded on Slides No. 632A and 632B of the Fort Bend County Plat Records and being more particularly described as follows:

COMMENCING at a point marking the northwest corner of said Lot 18, Block 6;

THENCE, along the southerly right-of-way line of Musket Ridge Drive (50 feet wide) the following two (2) courses and distances:

1) along the arc of a curve to the right having a radius of 225.00 feet, a central angle of 04° 10' 36", a long chord bearing North 88° 28' 10" East, 16.40 feet, a total arc length of 16.40 feet to the **POINT OF BEGINNING**;

2) along the arc of a tangent curve to the right having a radius of 225.00 feet, a central angle of 25° 01' 27", a long chord bearing South 76° 55' 48" East, 97.49 feet, a total arc length of 98.27 feet to a point for corner;

THENCE, South 25° 34' 55" West, 110.38 feet to a point for corner in the southerly line of aforesaid Lot 19;

THENCE, North 73° 18' 46" West, 50.47 feet along the existing back-lot line to a point for corner;

THENCE, North 00° 33' 28" East, 107.12 feet to the **POINT OF BEGINNING, CONTAINING** 0.188 acre of land in Fort Bend County, Texas.

January 2, 1990
MAR.4/040

Grove 7, Block 6
Portions of Lots 19 & 20

William Morton League
Abstract No. 62

AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES AND BOUNDS** description of a 0.186 acre (8,079 square feet) tract of land situated in the William Morton League, Abstract No. 62, Fort Bend County, Texas being a portion of Lots 19 and 20 in Block 6 of Grove Section 7, plat of which is recorded on Slides No. 632A and 632B of the Fort Bend County Plat Records and being more particularly described as follows:

COMMENCING at a point marking the northern-most corner of said Lot 19, Block 6;

THENCE, along the southerly right-of-way line of Musket Ridge Drive (50 feet wide) the following two (2) courses and distances:

1) along the arc of a curve to the right having a radius of 225.00 feet, a central angle of 09° 23' 13", a long chord bearing South 69° 06' 41" East, 36.82 feet, a total arc length of 36.86 feet to the **POINT OF BEGINNING;**

2) along the arc of a tangent curve to the right having a radius of 225.00 feet, a central angle of 25° 01' 27", a long chord bearing South 51° 54' 21" East, 97.49 feet, a total arc length of 98.27 feet to a point for corner;

THENCE, South 50° 36' 23" West, 110.50 feet to a point for corner in the southerly line of aforesaid Lot 20;

THENCE, North 36° 19' 03" West, 30.29 feet to an angle point in the existing back-lot line;

THENCE, North 73° 18' 46" West, 21.98 feet to a point for corner;

THENCE, North 25° 34' 55" East, 110.38 feet to the **POINT OF BEGINNING, CONTAINING** 0.186 acre of land in Fort Bend County, Texas.

January 2, 1990
MAR.4/041

Grove 7, Block 6
Lot 21 & Part of Lot 20

William Morton League
Abstract No. 62

AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES AND BOUNDS** description of a 0.185 acre (8,070 square feet) tract of land situated in the William Morton League, Abstract No. 62, Fort Bend County, Texas being all of Lot 21 and a portion of Lot 20 in Block 6 of Grove Section 7, plat of which is recorded on Slides No. 632A and 632B of the Fort Bend County Plat Records and being more particularly described as follows:

BEGINNING at a point marking the eastern-most corner of said Lot 21, Block 6;

THENCE, South 75° 37' 40" West, 101.73 feet to the southern-most corner of said Lot 21;

THENCE, North 36° 19' 03" West, 52.22 feet along the existing back-lot line to a point for corner;

THENCE, North 50° 36' 23" East, 110.50 feet to a point for corner in the southwesterly right-of-way line of Whispering Way Drive (50 feet wide);

THENCE, with said southwesterly right-of-way line, in a southeasterly direction, along the arc of a non-tangent curve to the right having a radius of 225.00 feet, a central angle of 25° 01' 22", a long chord bearing South 26° 52' 56" East, 97.49 feet, a total arc length of 98.26 feet to the **POINT OF BEGINNING, CONTAINING** 0.185 acre of land in Fort Bend County, Texas.

January 2, 1990
MAR.4/042

AS PER ORIGINAL

2200 1474

41 1415

2

EXHIBIT OF
GROVE SECTION 7
BLOCK 6, LOTS 17 THRU 21
REVISED LOT LAYOUT
JANUARY, 1990

JONES & CARTER, INC.
Consulting Engineers

Job No. 0033 001 27

Dwg No. 2213(W)

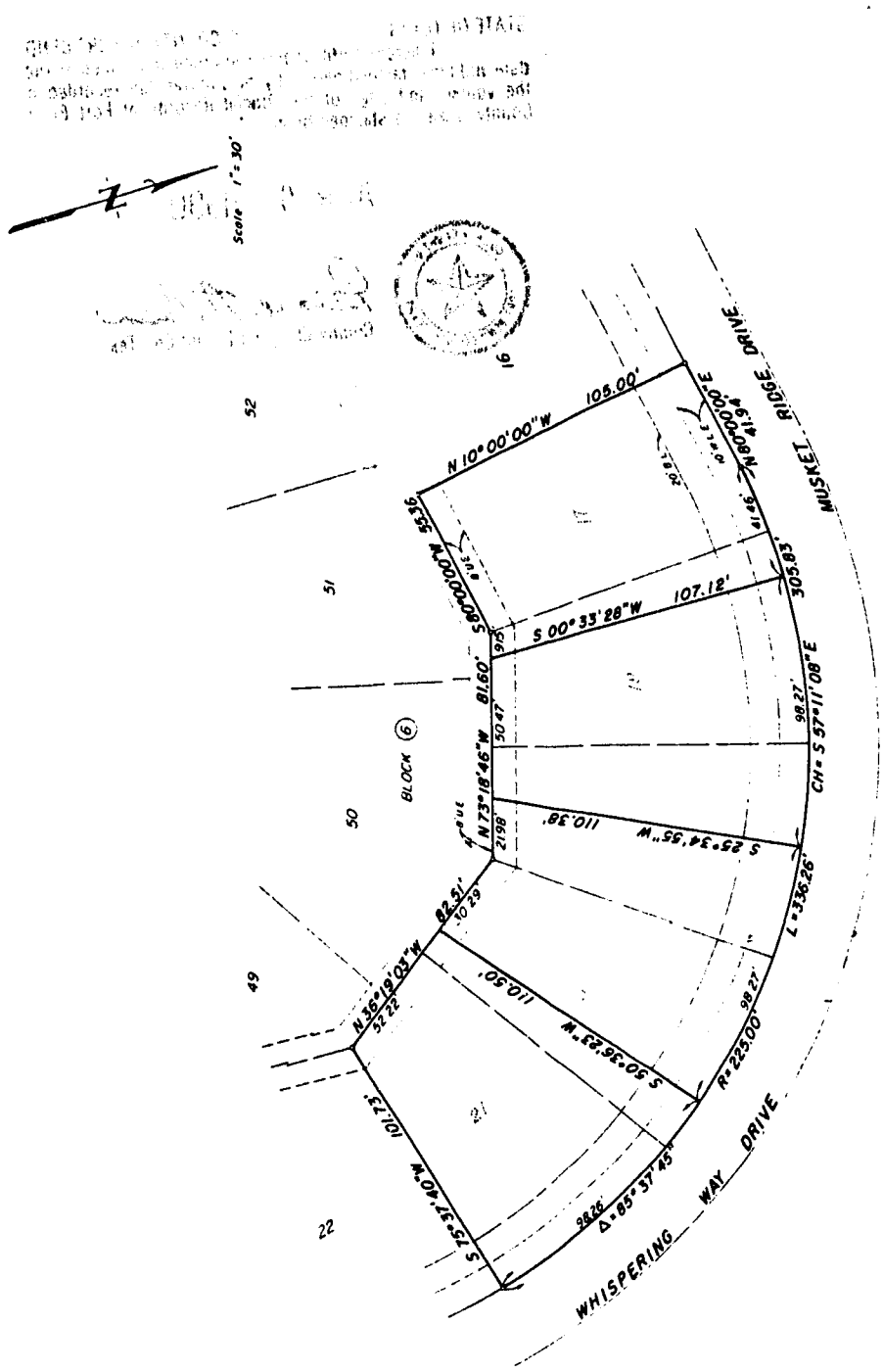


EXHIBIT "B"

41 1415A

2200 1475

FILED

'90 APR -4 A8:36

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.

APR 6 1990

County Court of Fort Bend County, Texas

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

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, DO HEREBY CERTIFY THE FOLLOWING DOCUMENT ATTACHED HERETO IS A TRUE AND CORRECT COPY OF PROCEEDINGS HAD BEFORE THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, ON APRIL 2, 1990, UPON REQUEST BY PECAN GROVE ASSOCIATES FOR ORDER PERTAINING TO LOTS 17 THROUGH 21, BLOCK 6, THE GROVE, SECTION 7, OWNED BY PECAN GROVE ASSOCIATES.

SEAL

Dianne Wilson
DIANNE WILSON

mls003/005

I, DIANNE WILSON, COUNTY CLERK OF FORT BEND COUNTY, TEXAS, DO HEREBY CERTIFY THE FOLLOWING DOCUMENT ATTACHED HERETO IS A TRUE AND CORRECT COPY OF PROCEEDINGS HAD BEFORE THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS, ON APRIL 2, 1990, UPON REQUEST BY PECAN GROVE ASSOCIATES FOR ORDER PERTAINING TO LOTS 17 THROUGH 21, BLOCK 6, THE GROVE, SECTION 7, OWNED BY PECAN GROVE ASSOCIATES.

SEAL

Dianne Wilson
DIANNE WILSON

mls003/005

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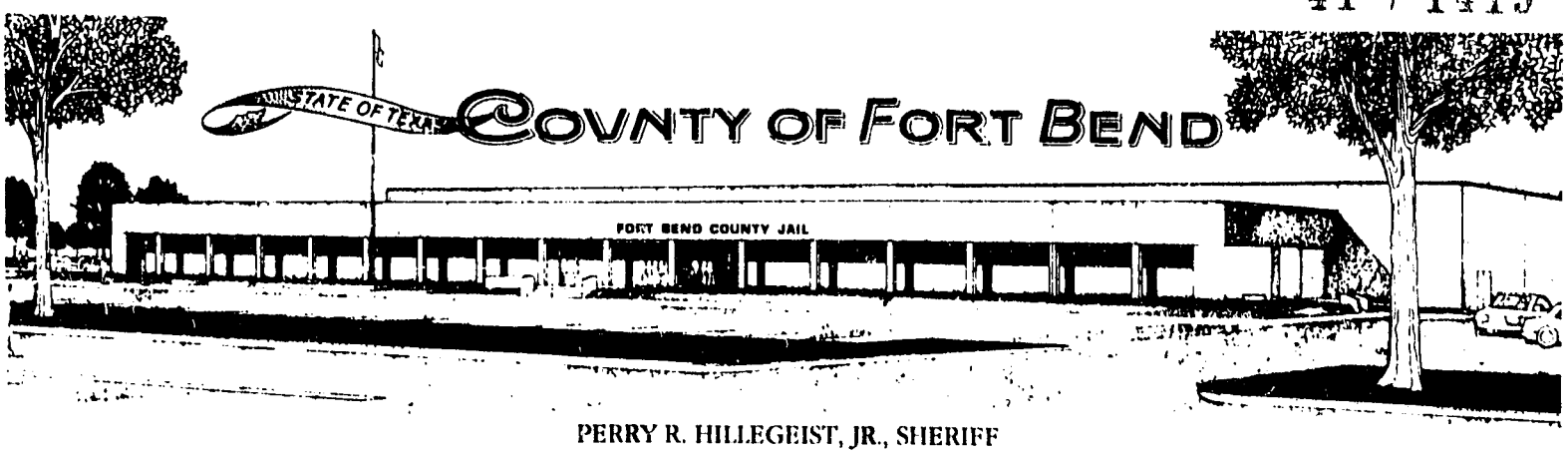
SEAL

Dianne Wilson

DIANNE WILSON

mls003/005

41 / 1419



PERRY R. HILLEGEIST, JR., SHERIFF

March 27, 1990

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, April 2, 1990.

A Deputy position (Pay Grade 10, Step 12) within the Detective Bureau has necessarily evolved into an investigative assignment. This revised job description is now that of a Detective (Pay Grade 11, Step 12).

I request that the current Deputy position be upgraded into that of a Detective effective April 14, 1990 as discussed and reviewed by the Fort Bend County Personnel Analyst. Funds are available to accommodate this request.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Perry R. Hillegeist, Jr.
Sheriff

PRH/jj
cc: Dianne Wilson, County Clerk
Richard Selleh, Personnel Coordinator
Mrs. Kathy Hynson, County Treasurer

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

10
41 1420

March 28, 1990

TO: Chief Sparkman
Sheriff Department

FROM: Bill Thomas
Personnel Analyst

SUBJECT: Position upgrade request

Per our conversation yesterday and Sheriff Hillegeist's memo of 3/27/90, I am in concurrence with your request to upgrade one of your Deputy grade 10 positions to a Detective grade 11. I understand this upgrade will be filled by a Deputy who is currently performing the duties of a Detective. I recommend this upgrade be accomplished very quickly since the affected employee has been performing at this level for some time, otherwise we will need to look at changing the employee's duties to correspond with the grade/and pay which has been budgeted at grade 10.

I furthermore agree that this should be approved by Commissioner's Court since it would change the number of positions originally budgeted at this level in the '90 budget.

Please let me know if Personnel can be of further assistance.

Bill Thomas

bt
cc: Judge Stavinoha
Commissioner O'Shieles
Commissioner Denham
Commissioner Pressley
Commissioner Lutts
County Clerk Wilson
Sheriff Hillegeist

41 1421

FORT BEND COUNTY TREASURER

KATHY HYNSON

April 2, 1990

TO: COUNTY JUDGE AND COMMISSIONERS' COURT

FROM: KATHY HYNSON

IN RE: OUTSTANDING CHECKS FROM 1988 THAT NEED TO BE VOIDED WITH STALE DATE IN THE TAX ASSESSORS ACCTS.

HIGHWAY 86 ACCT. #90-0175-1----------	$ 66.43	(20)
TAX 87 ACCT. #90-0185-9----------	$ 9,609.42	(128)
TAX 88 ACCT. #90-0188-3----------	$ 1,222.00	(22)
TOTAL TO BE VOIDED--------	$10,897.85	(170)

309 SOUTH 4TH, P.O. BOX 1202, RICHMOND, TEXAS 77469, (713) 341-3750

12. CONSIDER APPOINTMENT TO FORT BEND COUNTY BOARD OF JUDGES' CRIMINAL JUSTICE COUNCIL:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone until a later date.

13. AUTHORIZE ABSENTEE POLLING PLACES, DATE, TIME, LOCATION, STAFF AND SALARY FOR APRIL 10TH REPUBLICAN & DEMOCRATIC RUNOFF ELECTIONS:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize absentee polling places at Missouri City Civic Center and County Clerk's Office, April 2 thru April 6, 1990, from 7:00 a.m.to 7 p.m. at $5.00 per hour.

14. CONSIDER APPROVAL OF CONTRACTS WITH AT&T FOR JUVENILE PROBATION PHONE SYSTEM UPGRADE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract with AT&T for Juvenile Probation phone system upgrade.

RECESS:

Commissioners Court recessed at 10:00 a.m.

Reconvene:

Commissioners Court reconvened at 10: 15 a.m.

15. CONSIDER APPROVING RESOLUTION IN OPPOSITION TO TOXIC WASTE DISPOSAL WELL NEAR TWIN LAKES (GUY AREA):

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve resolution in opposition to toxic waste disposal well near Twin Lakes (Guy area). (Recorded in minutes in full)

Jim Cornett representing Defenders of the Environment presented Resolution in opposition to toxic waste disposal.

16. CONSIDER ABANDONMENT OF PUBLIC UTILITY EASEMENT IN CINCO RANCH SOUTH LAKE VILLAGE SUB., SEC. 2, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve abandonment of public utility easement in Cinco Ranch South Lake Village Sub., Sec. 2, Pct. 3 as presented by Lynn Humphries. (Recorded in minutes in full)

17. SET PUBLIC HEARING FOR TRAFFIC CONTROL DEVICES AT OLD RICHMOND RD. AND WEST AIRPORT BLVD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to set public hearing for April 23, 1990 at 10:00 a.m. to consider traffic control devices at Old Richmond Rd. and West Airport Blvd., Pct. 3.

18. CONSIDER APPROVAL OF CONSTRUCTION OF A TURNING LANE ON AVE. E AT DULLES AVE, PCT. 3:

MOved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve construction of a turning lane on Ave. E at Dulles Ave., Pct. 3.

AGENDA ITEM

41 13 1423

THOMAS O. STANSBURY

JUDGE 328TH DISTRICT COURT

FORT BEND COUNTY COURTHOUSE

RICHMOND, TEXAS 77469

(713) 342-3411

March 5, 1990

The Honorable Jodie E. Stavinoha
County Judge of Fort Bend County
Fort Bend County Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

The Board of Judges of Fort Bend County is forming a Community Justice Council as directed by the Texas Code of Criminal Procedure, Article 42.131. A copy of that section is enclosed for your information. As you can see, a representative of your body is to be a member of the Council.

Please forward to the Board of Judges, at the above address, the name of your representative to serve on the Council. That person will become an official voting member of the Council. The designation will be non-revokable for one year unless a newly-elected official of that office is elected and assumes office during the term.

Please send your written response by April 15, 1990. Once all confirmations are received, a meeting will be scheduled to outline the responsibilities of the Council. Any questions may be directed to Mr. Al Dobson, Director of the Department of Community Supervision and Corrections at (713) 342-2761.

Thank you for your prompt attention to this request.

Very truly yours,

T. O. Stansbury
Administrative Judge

TOS/gwb

RECEIVED
MAR 1990

Cross References

County acquisition of land and facilities for lease to public or private entities, see Vernon's Ann.Civ.St. art. 725d.

County correctional centers, see V.T.C.A. Local Government Code § 351.181 et seq.

Notes of Decisions

In general 1
Terms of office 2
Validity ½

½. Validity

By virtue of the enrolled bill doctrine, Acts 1985, 69th Leg., ch. 801 which adds three new members to the Texas Adult Probation Commission, is a valid enactment. Op.Atty.Gen.1986, No. JM-433.

1. In general

Texas Adult Probation Commission does not have authority under present law to provide financial assistance to pretrial release programs. Op.Atty.Gen.1978, No. H-1283.

Judicial districts are not authorized to use state aid obtained under this article to purchase land or buildings in which to house community-based correctional programs and services. Op. Atty.Gen.1983, No. JM-3.

2. Terms of office

Under former art. 42.121 (see, now, this article) the terms of office of the initial appointees to the Texas Adult Probation Commission commenced on June 10, 1977, the terms of office of the next succeeding appointees commenced, or will commence, two, four, and six years after that date, and extend for six years, and both initial and succeeding appointees serve until their successors are appointed. Op.Atty.Gen. 1981, No. MW-355.

Art. 42.131. Community Supervision and Corrections Departments

Definitions

Sec. 1. In this article:

(1) "Board" means the Texas Board of Criminal Justice.

(2) "Council" means a community justice council.

(3) "Department" means a community supervision and corrections department established under this article.

(4) "Division" means the community justice assistance division of the board.

Establishment of Departments

Sec. 2. (a) The district judge or district judges trying criminal cases in each judicial district in the state shall establish a community supervision and corrections department and employ district personnel as may be necessary to conduct presentence investigations and risk assessments, supervise and rehabilitate probationers, enforce the terms and conditions of probation, and staff community corrections facilities. Both the district judges trying criminal cases and the judges of statutory county courts trying criminal cases are entitled to participate in the management of the department.

(b) If two or more judicial districts serve a county, or a district includes more than one county, one department shall serve all courts and counties in the district. However, the board may adopt rules to allow more than one department in a judicial district that includes more than one county if providing more than one department will promote administrative convenience or economy or improve services. The board may adopt rules allowing departments to contract with one another for services and facilities.

Community Corrections Facilities; Community Justice Council

Sec. 3. (a) Subject to Subsection (b) of this section, a department, county, municipality, or any combination involving more than one of those entities may establish community corrections facilities of the types described by Section 5, Article 42.13, of this code. A department, county, municipality, or combination involving more than one of those entities is specifically encouraged to purchase or enter into contracts for the use of abandoned or underutilized public facilities, such as rural hospitals, for the purpose of providing treatment facilities. The division may make grants to departments that use abandoned or underutilized facilities described by this subsection.

(b) As a prerequisite to establishing a community corrections facility under this section or a county correctional center under Subchapter H, Chapter 351, Local Government Code,[1] a community justice council must be established by the district judge or judges,

unless a board or council exists in the community on the effective date of this section that performs duties substantially similar to those imposed on a community justice council under this section. The council shall provide continuing policy guidance and direction for the development of criminal justice plans and community corrections facilities and programs. A council should consist of the following persons or their designees:

(1) a sheriff of a county to be served by the facility, chosen by the sheriffs of the counties to be served by the facility;

(2) a county commissioner or a county judge from a county to be served by the facility, chosen by the county commissioners and county judges of the counties to be served by the facility;

(3) a city council member of the most populous municipality in a county to be served by the facility, chosen by the members of the city councils of cities to be served by the facility;

(4) not more than two state legislators elected from a county to be served by the facility, chosen by the state legislators elected from the counties to be served by the facility;

(5) the presiding judge from a judicial district to be served by the facility, chosen by the district judges from the judicial districts to be served by the facility;

(6) a judge of a statutory county court exercising criminal jurisdiction in a county to be served by the facility, to be chosen by the judges of statutory county courts with criminal jurisdiction in the counties to be served by the facility;

(7) a county attorney with criminal jurisdiction from a county to be served by the facility, chosen by the county attorneys with criminal jurisdiction from the counties to be served by the facility;

(8) a district attorney or criminal district attorney from a judicial district to be served by the facility, chosen by the district attorneys or criminal district attorneys from the judicial districts to be served by the facility; and

(9) an elected member of the board of trustees of an independent school district in a county to be served by the facility, chosen by the members of the boards of trustees of independent school districts located in counties to be served by the facility.

(c) The community justice council should appoint a community justice task force to provide support staff for the development of a community justice plan. The task force may consist of any number of members, but should include:

(1) the county or regional director of the Texas Department of Human Services with responsibility for the area to be served by the facility;

(2) the chief of police of the most populous municipality to be served by the facility;

(3) the chief juvenile probation officer of the juvenile probation office serving the most populous area to be served by the facility;

(4) the superintendent of the most populous school district to be served by the facility;

(5) the supervisor of the Department of Public Safety region closest to the facility, or the supervisor's designee;

(6) the county or regional director of the Texas Department of Mental Health and Mental Retardation with responsibility for the area to be served by the facility;

(7) a substance abuse treatment professional appointed by the Council of Governments serving the area to be served by the facility;

(8) the department chief of the department to be served by the facility;

(9) the local or regional representative of the Board of Pardons and Paroles Division with responsibility for the area to be served by the facility;

(10) the representative of the Texas Employment Commission with responsibility for the area to be served by the facility;

(11) the representative of the Texas Rehabilitation Commission with responsibility for the area to be served by the facility;

(12) a licensed attorney who practices in the area to be served by the facility and whose practice consists primarily of criminal law; and

(13) a court administrator, if one serves the area to be served by the facility.

AT&T

Product Agreement

41 1426 AGENDA ITEM 14

AIS-1542A (12-89)

196193XJA

CONTRACT 016-839-1134 ORDER 009161244 DATE 03/20/1990

FORT BEND COUNTY OF AUDITORS OFFICE
500 JACKSON
RICHMOND TX 77469

AT&T
5 GREENWAY PLAZA E 30 FLOOR
HOUSTON TX 77046-

AT&T CONTACT INFORMATION
JOHN KANEWSKE
713-968-5304

TRANSACTION TYPE: PURCHASE

PRODUCT/SERVICE DESCRIPTION	PRICE ELEMENT CODE	WARRANTY TERMS	WARRANTY CVRG*	LIC. FEE	QUANTITY	PURCHASE PRICE LICENSE FEE	INSTALLATION ONE-TIME CHARGE
WIRE LABOR	00206	012	1		0	0.00	0.00 *
SERVICE CHARGE	0505-VST	000	1		1	40.00	0.00
ON-SITE TRANSLA	0600-901	000	1		0	0.00	0.00 *
4 PAIR WIRE	2789-004	012	1		2	70.00	190.00
SPIRIT 24 BUTTO	3130-024A	012	1		17	5029.28	510.00
48BUT ATTDNT AD	60310A	012	1		2	593.40	60.00
2448 EXPANSION	60311A	012	1		1	761.10	98.00
TOTAL						6493.78	858.00
SUBTOTAL FROM ATTACHED (1) PAGE(S)						435.16	68.00
ESTIMATED SHIPPING CHARGES							14.66
FILING/OTHER FEES							0.00
CREDITS/DOWN PAYMENTS						0.00	0.00
GRAND TOTAL						6928.94	940.66

ALL PRICES AND RATES ABOVE ARE EXCLUSIVE OF SALES/USE TAXES

*WARRANTY COVERAGE:

8:00AM-5:00PM;MON-FRI.	(1)	AT&T ON-SITE EXCHANGE	(6)
24 HOURS;7 DAYS	(2)	9:00AM-9:00PM;MON-FRI.	(7)
MAIL IN/DEPOT/HOTLINE	(3)	8:00AM-8:00PM;MON-FRI.	(8)
CUSTOMER INVENTORY MGMT	(4)	8:00AM-MIDNIGHT;MON-SAT.	(9)
7:00AM-7:00PM;MON-FRI.	(5)		

FREEZE DATE: 03/20/1990
DELIVERY DATE:
INSTALLATION DATE:

POST WARRANTY MAINTENANCE ELECTED: YES
If Yes, see Maintenance Agreement attached

EQUIPMENT LOCATION
307 FORT
RICHMOND TX 77469

AT&T
AUTHORIZED SIGNATURE

FORT BEND COUNTY OF AUDITORS OFFICE
AUTHORIZED CUSTOMER SIGNATURE

TYPED NAME
TITLE

ADDRESS
1360 POST OAK BLVD

TYPED NAME JODIE E.STAVINOHA
TITLE COUNTY JUDGE
DATE

CITY HOUSTON STATE TX ZIP CODE 77056-

DATE

CUSTOMERS SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY AT&T. CUSTOMERS SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR AT&T TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE

*REMARKS Actual charges to be determined at the time of Installation.

OFFICE ORIGINAL

AT&T

Product Agreement

41 1427

AIS-1642A (12-89)

AS PER ORIGINAL

196195XJA

CONTRACT 016-839-1134 ORDER 009161244 DATE 03/20/1990

FORT BEND COUNTY OF AUDITORS OFFICE
500 JACKSON
RICHMOND TX 77469

AT&T
5 GREENWAY PLAZA E 30 FLOOR
HOUSTON TX 77046-

AT&T CONTACT INFORMATION
JOHN KANEWSKE
713-968-5304

TRANSACTION TYPE: PURCHASE

PRODUCT/SERVICE DESCRIPTION	PRICE ELEMENT CODE	WARRANTY TERMS	WARRANTY CVRG*	LIC. FEE	QUANTITY	PURCHASE PRICE LICENSE FEE	INSTALLATION ONE-TIME CHARGE
4 LN EXPANSION	60312A	012	1		1	192.64	34.00
8 STA EXPANSION	60313A	012	1		1	242.52	34.00
SUBTOTAL						435.16	68.00

CUSTOMERS SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT AND THESE TERMS AND CONDITIONS APPLY TO THIS ORDER AND ANY SUBSEQUENT ORDERS ACCEPTED BY AT&T. CUSTOMERS SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR AT&T TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE

OFFICE ORIGINAL

AT&T

Maintenance Agreement

41 1428

AIS-1338A (11/88)

CONTRACT 016-839-1134 ORDER 009161244 DATE 03/20/1990

FORT BEND COUNTY OF AUDITORS OFFICE
500 JACKSON
RICHMOND TX 77469

AT&T
5 GREENWAY PLAZA E 30 FLOOR
HOUSTON TX 77046-

AT&T CONTACT INFORMATION
JOHN KANEWSKE
713-968-5304

PRODUCT/SERVICE DESCRIPTION	PRICE ELEMENT CODE	TERMS (YEARS)	COVERAGE	QUANTITY	UNIT MONTHLY MAINTENANCE CHARGE	TOTAL MONTHLY MAINTENANCE CHARGE
SPIRIT 24 BUTTO	3130-024A	1 YR	1	17	4.30	73.10
48BUT ATTDNT AD	60310A	1 YR	1	2	3.50	7.00
2448 EXPANSION	60311A	1 YR	1	1	1.75	1.75
4 LN EXPANSION	60312A	1 YR	1	1	2.50	2.50
8 STA EXPANSION	60313A	1 YR	1	1	2.50	2.50
TOTAL						86.85
GRAND TOTAL						86.85

ALL PRICES AND RATES ABOVE ARE EXCLUSIVE OF SALES/USE TAXES

*WARRANTY COVERAGE:

8:00AM-5:00PM;MON-FRI.	(1) AT&T ON-SITE EXCHANGE	(6)
24 HOURS;7 DAYS	(2) 9:00AM-9:00PM;MON-FRI.	(7)
MAIL IN/DEPOT/HOTLINE	(3) 8:00AM-8:00PM;MON-FRI.	(8)
CUSTOMER INVENTORY MGMT	(4) 8:00AM-MIDNIGHT;MON-SAT.	(9)
7:00AM-7:00PM;MON-FRI.	(5)	

COMMENCEMENT DATE:

EQUIPMENT LOCATION
307 FORT
RICHMOND TX 77469

AT&T
AUTHORIZED SIGNATURE

FORT BEND COUNTY OF AUDITORS OFFICE
AUTHORIZED CUSTOMER SIGNATURE

TYPED NAME
TITLE

ADDRESS
1360 POST OAK BLVD

TYPED NAME JODIE E.STAVINOHA
TITLE COUNTY JUDGE

CITY HOUSTON STATE TX ZIP CODE 77056-

DATE

DATE

CUSTOMER SIGNATURE ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, INCLUDING LIMITATIONS OF LIABILITY, WARRANTIES, AND EXCLUSIVE REMEDIES.

~~REMARKS Actual charges to be determined at the time of installation.~~
** MAINTENANCE COMMENCES AT WARRANTY EXPIRATION

AGENDA ITEM #15

FILE 41 1429

HUTCHESON & GRUNDY
ATTORNEYS AT LAW
3300 CITICORP CENTER
1200 SMITH STREET
HOUSTON, TEXAS 77002-4579

TELEPHONE 713/951-2800
TELECOPIER 713/654-0744
TELEX 790-255

DIRECT DIAL: 951-2820

901 MAIN STREET
SUITE 6200
DALLAS, TEXAS 75202-3714
TELEPHONE 214/761-2800

March 22, 1990

BY FAX

Mr. Nathan Watson
Office of Commissioner Ben Denham
Commissioner - Fort Bend County
P. O. 249
Fresno, Texas 77545

RECEIVED MAR 28 1990 COUNTY JUDGE

Re: Waste Water, Inc.
Permit No. WDW-167

Dear Mr. Watson:

This letter is written pursuant to our conversation today relating to the application by Waste Water, Inc. for a permit from the Texas Water Commission to inject toxic chemicals into wells maintained by Waste Water, Inc. on its property which lies approximately 500 feet south of the south line of Fort Bend County where the Fort Bend County line intersects the San Bernard River. As we discussed, this property is located in the remotest northerly reaches of Brazoria County and is accessible entirely from roads in Fort Bend County.

A hearing before the Texas Water Commission will be held tomorrow at 8:30 A.M. in the offices of the Water Commission at 1700 North Congress in Austin (512)463-7830. It is our understanding that the hearing is to determine whether Waste Water, Inc. should be allowed immediate interim authority to operate subject to a final order from the Commission.

Enclosed is an article which appeared in the March 2, 1990 issue of the Brazoria Facts relating to the injection well (which is immediately north of Twin Lakes Subdivision). We have done some preliminary research of the records of the County Clerk of Brazoria County and determined that the

property (56.184 acres) was acquired in 1978 by Grover J. Geizelman and conveyed by Mr. Geizelman to Waste Water, Inc. on August 15, 1980. A mortgage dated March 16, 1989 appears of record securing a promissory note in the amount of $1,650,000.00 payable to Jacob Reich. The terms of the promissory note are not set out in the recorded mortgage. Also appearing of record is an Agreement for Purchase and Sale of Stock dated February 25, 1988 between Toxic Management Corporation, an Alabama corporation, and L. B. Pritchett and N. R. Pritchett of Dallas, Texas, which provides that the Pritchetts are the "legal and equitable" owners of the outstanding shares of capital stock of Waste Water, Inc. and that Toxic Management Corporation intends to acquire the stock for $4,000,000.00.

It appears that the Waste Water, Inc. permit is now held by a Mr. Harvey Greenwald who is being funded by foreign money, either English or Australian. Known investors in the project appear to include Mr. Don Rice, Houston; Mr. Sean Pumphrey; Mr. James Stirling, and Mr. Geizelman. We understand that Waste Water, Inc. has retained two former water commissioners as well as an accomplished Water Commission attorney to defend this permit and bring the facilities to operational status. The permit is presently opposed by an underfunded citizen's group called "Defenders of the Environment". The controversy is under discussion at three levels: Federal (EPA), State (Water Commission), and locally in the Brazoria County Commissioner's election.

It appears that no competent engineering or geological studies have been performed by any group as of yet. There also appear to be Railroad Commission ramifications to these proceedings. It is our understanding that a local hearing sponsored by the EPA will be held on April 13, 1990 to receive public input as to whether this facility should be allowed to operate.

I was surprised to learn today that Fort Bend County officials have not been officially informed by the parties to this controversy inasmuch as the property is, for all practical purposes, a part of Fort Bend County. We are also surprised that the officials of Wharton and Matagorda Counties to the west have not been approached inasmuch as the Waste Water, Inc. property adjoins the San Bernard River.

We hope this information is helpful to you and that Fort Bend County will join us in opposing this application.

Very truly yours,

Roland M. Chamberlin, Jr.

RMC:bh
3315K
Enclosure

bcc: Dos Lagos Partners

41 1433

Official attacks injection well permit

By KEN CHAMBERS 3-2-90
The Brazosport Facts

Waste Water Inc.'s permit to inject hazardous wastes in a well near Damon should be suspended because the company failed to notify the Texas Water Commission of a change of ownership, according to a commission official.

"It appears that the ownership and control of Waste Water Inc. have completely changed in the last several years ... however no transfer of permit proceedings or other notification or clarification has been made," Executive Director Allen P. Bienke said.

Beinke said in a petition he intends to present to the commission that Waste Water's failure to notify the commission of the change of ownership "may constitute a violation of the commissioner's transfer of permit rules."

There also is a controversy over ownership of the company and other problems with the permit, the petition states.

"The competing claims of Pat Knight and Harvey Greenwald to represent Waste Water Inc. have resulted in our confusion as to which persons truly represent Waste Water," the petition states.

A Waste Water Inc. lawyer said the petition to suspend or revoke the company's permit appears to offer no real threat.

"I'm not particularly perturbed," attorney Jep Hill said. "I didn't see anything in the petition that looked like it could be factually supported.

"IF THEY choose to file the petition we will sit down at that time and figure out what to do about it," he said.

Bienke notified Waste Water and other interested parties of his intent to file the petition Feb. 6.

The petition states that Waste Water can avoid a public hearing on the petition by voluntarily consenting to a revocation or suspension of the permit.

A scheduled hearing before the commission Jan. 17 was postponed when Bienke gave notice of his intent to file the petition.

Mary Kelly, an attorney for one of two firms hired to fight the well, said Beinke's notice of intent to file the petition was consistent with his actions Jan. 17.

The petition also states that Waste Water has failed to construct "facilities necessary to conform with the terms and conditions of the permit" and is violating the Texas Solid Waste Disposal Act.

Waste Water received a permit from the commission to operate the hazardous waste injection well in 1979. Work on the well began after the site was removed from the flood plain by the Federal Emergency Managment Agency in 1987.

Many residents of Twin Lakes subdivision and other nearby communities oppose the injection well on grounds that it could contaminate their ground water or cause a spill into the San Bernard River. Defenders of the Environment, a non-profit organization, has been organized to fight the well.

9015643

ABANDONMENT OF PUBLIC UTILITY EASEMENT

2200 460

41 1454

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

WHEREAS, CINCO RANCH VENTURE, a Texas joint venture and general partnership ("Cinco"), granted a public utility easement comprising a total of approximately 0.259 acres of land over, under, and across real property situated in Fort Bend County, Texas, as such easement is described in the attached Exhibit "A" (the "Prior Easement");

WHEREAS, Cinco desires to replace the Prior Easement with public utility easements included in a plat for South Lake Village, Section 2, which plat covers the same real property as the property which the Prior Easement serves, and has determined that it does not need the Prior Easement;

WHEREAS, Cinco desires to abandon the Prior Easement;

NOW, THEREFORE, Cinco does hereby abandon the Prior Easement, as is further described in Exhibit "A", over, under and across the above-mentioned property, which Prior Easement shall terminate as of the date hereof.

EXECUTED this 14th day of December 1989.

CINCO RANCH VENTURE, a Texas joint venture and general partnership, "Grantor"

By: AMERICAN GENERAL REALTY INVESTMENT CORPORATION, a Texas corporation, its venturer and general partner

By: [signature]
Name: W.G. Oar
Title: Vice Pres.

By: RYLIS REALTY COMPANY, a Texas corporation, its venturer and general partner

By: [signature]
Name: W.G. Oar
Title: Vice President

Abandoned on behalf of the public this 2ND day of APRIL, 1990, by Fort Bend County, Texas.

[signature]
Jodie E. Stavinoha
County Judge

ATTEST:

[signature]
Dianne Wilson, County Clerk

(SEAL)

2200 461

41 1435

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of December, 1989, by W.G. Orr, Vice President of American General Realty Investment Corporation, a Texas corporation, in its capacity as a venturer and general partner of Cinco Ranch Venture, a Texas joint venture and general partnership.

ANGELA E. MILLER
Notary Public, State of Texas
My Commission Expires 6-25-90

Angela E. Miller
Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 14th day of December, 1989, by W.G. Orr, Vice President of Rylis Realty Company, a Texas corporation, in its capacity as a venturer and general partner of Cinco Ranch Venture, a Texas joint venture and general partnership.

ANGELA E. MILLER
Notary Public, State of Texas
My Commission Expires 6-25-90

Angela E. Miller
Notary Public, State of Texas

(NOTARY SEAL)

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 19___, by Jodie E. Stavinoha, as County Judge of the County of Fort Bend, on behalf of Fort Bend County, Texas.

_____
Notary Public, State of Texas

(NOTARY SEAL)

AFTER RECORDING, RETURN TO: Lynne B. Humphries, Vinson & Elkins, 2800 First City Tower, 1001 Fannin, Houston, Texas 77002-6760.

pd Elida

A:\WP01CIN1\EASEMENT\ABANDON.PU

2200 462

EXHIBIT "A"

41 1436

One 8 foot utility easement (Tract A-8) granted to the public by instrument dated November 21, 1986, filed for record in Volume 1899, Page 1913 of the Deed Records of Fort Bend County, Texas.

A:\WP01CIN1\EASEMENT\ABANDON.PU

FILED

'90 APR -3 A10:06

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.

APR 5 1990

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

#17

41 1437

****

PUBLIC HEARING NOTICE

****

FOR: Traffic control devices at Old Richmond Rd. and West Airport Blvd., Pct. #3

DATE: APRIL 23, 1990

TIME: 10:00

NEWSPAPER(S) MIRROR

INVOICE: FBC

19. CONSIDER APPLICATION FROM GTE SOUTHWEST TO LAY CABLE ALONG STAFFORD RUN RD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve permit application from GTE Southwest to lay cable along Stafford Run Rd., Pct. 3. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM WARNER CABLE COMMUNICATIONS TO LAY CABLE UNDER OR ALONG ATTERBURY DR. & NEW KENT DR., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve permit application from Warner Cable Communications to lay cable under or along Atterbury Dr. & New Kent Dr., Pct. 3. (Recorded in minutes in full)

21. CONSIDER APPLICATION FROM HASSEL CONSTRUCTION CO. TO CONSTRUCT STREET TIE-INS AT GREENWAY VILLAGE DR., WESTFOREST DR. AND CINCO PARK PLACE INTO PEEK RD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve permit application from Hassel Construction Co. to construct street tie-ins at Greenway Village Dr., Westforest Dr. and Cinco Park Place into Peek Rd., Pct. 3. (Recorded in minutes in full)

22. CONSIDER APPLICATION FROM SAN MIGUEL CIVIC ASSOC. TO CONSTRUCT ENTRANCE SIGNS AND SPRINKLER SYSTEM TO DO LANDSCAPING, AND LAY CABLE WITHIN THE ESPLANADE OF BEECHNUT ST., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve permit application from San Miguel Civic Assoc. to construct entrance signs and sprinkler system to do landscaping, and lay cable within the esplanade of Beechnut St., Pct. 3. (Recorded in minutes in full)

23. CONSIDER AUTHORIZING D.A.'S OFFICE TO TAKE ACTION ON EXPIRING LETTER OF CREDIT FOR TIERRA GRANDE, SEC. 4:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize District Attorneys office to take action on expiring letter of credit for Tierra Grande, Sec.4. (Recorded in minutes in full)

24. CONSIDER ACCEPTING DONATION OF RIGHT-OF-WAY DEEDS FOR THE EXTENSION OF WICKS RD. FROM MR. & MRS. WILLIE SBRUSCH, MR. C. MICHAEL SCHERER AND CRAIG BRAXTON/MRS. RUDOLPH BRAXTON:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept right-of-way deeds from all of the above. (Recorded in minutes in full)

25. CONSIDER APPROVAL OF AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE CONSULTANT SERVICES FOR FIFTH ST. SANITARY SEWER COLLECTION SYSTEM, PHASE I:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve amendment to agreement for administrative consultant services for Fifth St. Sanitary Sewer Collection System, Phase I. (Recorded in minutes in full)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2nd day of April, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of GTE Southwest, Inc.

Dated 3/21/90, Bond No. 8-27-81, Permit No. 81147 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shieles, 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 Grachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Koler
Deputy

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

Appl. # 81147

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

3-26-90
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

✓ 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 41 141

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 8147

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 Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
STAFFORD RUN	STA. 0+00 600' EAST OF FM 1092	STA. 4+95	495'

General Description

STARTING AT STA. 0+00, 600' EAST OF FM 1092 ON STAFFORD RUN

BURYING 6' OFF OF RIGHT OF WAY TO STA. 4+95

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)

NAME & TITLE JACOB VANRAMSHORST SENIOR ENGINEER
(Please Print)

DATE: MARCH 21, 1990
ADDRESS: P. O. BOX 1488
(Street/P.O. Box)

STAFFORD, TEXAS 77497
City State Zip
TELEPHONE NO: 713/499-8602

5483/6E0540

5433.. EXECUTED
WORK LOCATION

AS PER ORIGINAL

AS PER ORIGINAL

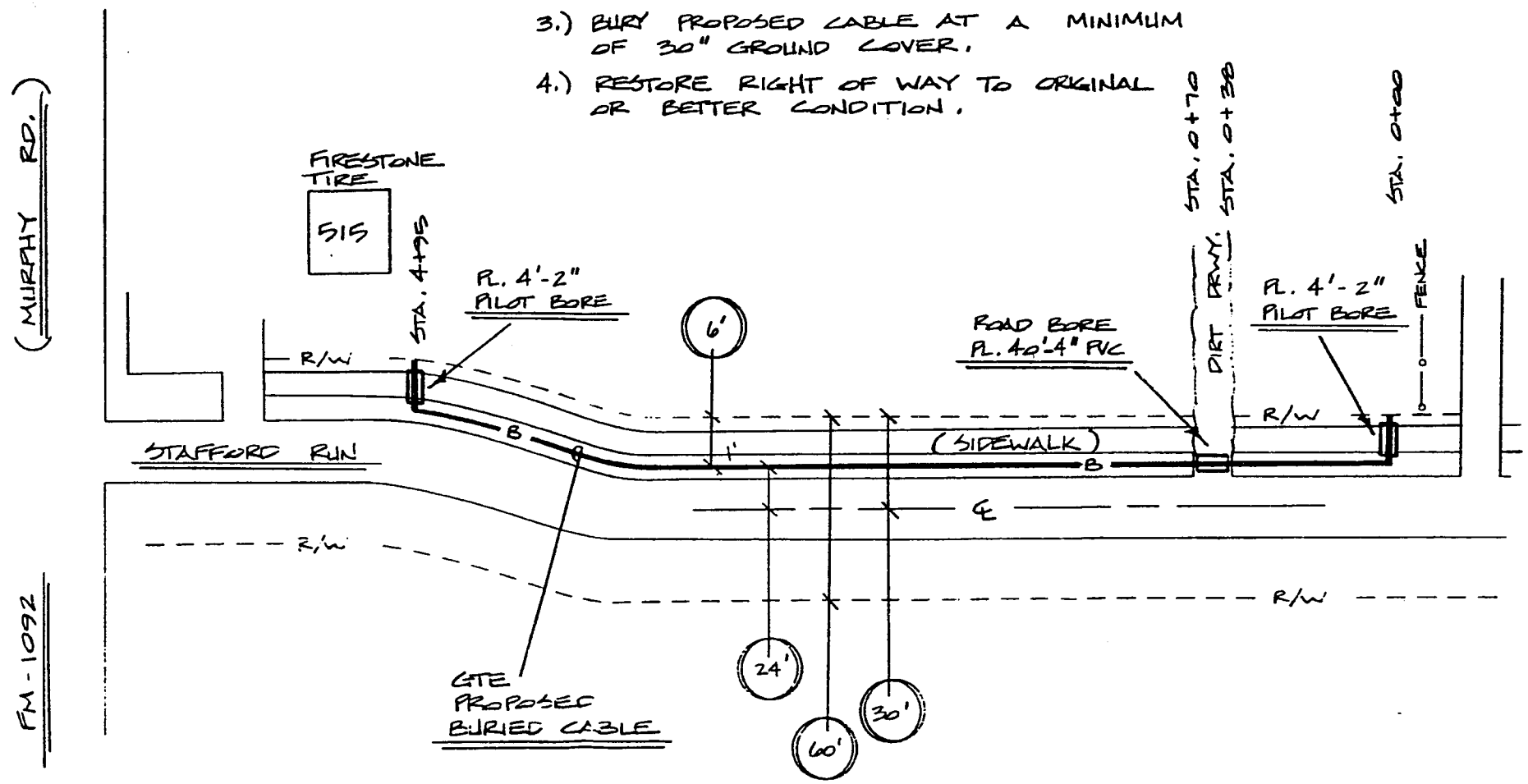
NOTE

1.) LOCATE ALL UNDERGROUND OBSTRUCTIONS PRIOR TO CONSTRUCTION.

2.) HAND DIG PROPOSED CABLE

3.) BURY PROPOSED CABLE AT A MINIMUM OF 30" GROUND COVER.

4.) RESTORE RIGHT OF WAY TO ORIGINAL OR BETTER CONDITION.



AREA GULF COAST	GENERAL TELEPHONE COMPANY OF THE SOUTHWEST
TAX DIST 41215	LOCATION STAFFORD - 5483
ENG'ND BY T.B. DATE 3/19/90	DESCRIPTION PLACE CABLE TO FIRESTONE TIRE
DRAWN BY T.B. DATE 3/19/90	— PERMIT —
APPROVED BY JVR DATE 3/20/90	SHEET 1 OF 1 W.O. NO UE05AC
REVISED BY DATE	
SCALE N NTS	

FORM ED-173 (REV 6-78)

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2nd day of April, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Warner Cable Communications, Inc. Dated 3/13/90, Bond No. 2608534, Permit No. 81149 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shieles, 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 Stadlaberg
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. # 81149

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

3-27-90
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

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

8/3/87

41 1446

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81149

Formal notice is hereby given that WARNER CABLE COMMUNICATION, 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)

WATERFORD, SECTION ONE

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Atterbury Dr.	125' East of New Kent Dr. East Row	60'	XX			
Atterbury Dr.	100' West of Garden Row Dr. West Row	60'	XX			
New Kent Dr.	2' North of Atterbury Dr. South Row	60'	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Atterbury Dr. South Row	125' East of New Kent Dr. East Row	120' West of New Kent Dr. West Row	245'

General Description

Extension of cables to service subdivision

Map No. 4037

Job No. 140044

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: Warner Cable Communications, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Mohamad Woheidy
(Signature)

NAME & TITLE Mohamad Woheidy, Supervisor
(Please Print)

DATE: March 13, 1990
ADDRESS: 6015 Royalton
(Street/P.O. Box)

Houston TX 77081
City State Zip
TELEPHONE NO: 662-7884

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2nd day of April, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Hassell Construction Co., Inc. Dated 3/20/90, Bond No. 3-20-90, Permit No. 81148 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shieles, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81148

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

3-26-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $15,365.00

8/3/87

In the event the insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate or evidence of coverage, the policyholder or certificateholder is not protected by an insurance guaranty fund or other solvency protection arrangement.

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

F TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we Hassell Construction Co., Inc. as principal and Highlands 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 Fifteen Thousand Three Hundred Sixty Five & No/100 DOLLARS ($15,365.00) 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 20th, day of March, 19 90.

Hassell Construction Co., Inc.
PRINCIPAL

James C Hassell
BY: James C. Hassell, C.E.O.

Highlands Insurance Company
SURETY

Lynelle R. Goff
BY: Lynelle R. Goff
Attorney-in-Fact

41 1450

HIGHLANDS INSURANCE COMPANY
HOUSTON, TEXAS

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Highlands Insurance Company, a corporation duly incorporated under the laws of the State of Texas, doth hereby constitute and appoint J. Frank Kelley, Jr., Lawrence L. Rhodes, Lynelle R. Goff, Debra K. Morris, Kimberly D. Gimbel, William C. Kassab, Jr., Jointly or Severally of the City of Houston, State of Texas, to be its true and lawful attorney-in-fact for the following purposes, to-wit:

To sign its name as surety, and to execute, seal and acknowledge any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of the same, and to respectively do and perform any and all acts and things set forth in the appended resolution of the Board of Directors of the said Highlands Insurance Company; provided, that the penal sum of no single one of such bonds, recognizances, obligations, stipulations or undertakings shall exceed the sum of

Unlimited Dollars ($ Unlimited): the Company hereby ratifying and confirming all and whatsoever the said attorney-in-fact may lawfully do in the premises by virtue of these presents, but reserving to itself full power of substitution and revocation.

IN WITNESS WHEREOF, the said Highlands Insurance Company, pursuant to a resolution passed by its Board of Directors, at a meeting held on the 29th day of July, A.D., 1974, a certified copy of which is hereto annexed, has caused these presents to be sealed with its corporate seal, duly attested by the signature of its President, Senior Vice Presidents, Vice Presidents, Assistant Vice Presidents and Secretary or Assistant Secretaries this 8th day of January, A.D. 19 90.

HIGHLANDS INSURANCE COMPANY

Secretary

By Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS
CITY OF HOUSTON

On this 8th day of January in the year 19 90 before me personally appeared J. L. Darnold to me known, who, being by me duly sworn, did depose and say: That he resides in Houston, Texas; that he is Senior Vice President of the Highlands Insurance Company, the corporation described in and which executed the above instrument, that he knows the Seal of said corporation; that the Seal affixed to said instrument is such corporation Seal; that it was affixed to such instrument by and under authority conferred by the Board of Directors of said corporation; and that he signed his name thereto by like authority.

NANCY T. TANKO
Notary Public, State of Texas
My Commission Expires 4-4-90.

Notary Public, State of Texas

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)

41 1451
AS PER ORIGINAL

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81148

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased

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

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

General Description

SEE ATTACHED

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: ~~Hassell Construction Co.,~~ Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

NAME & TITLE Jack L. Duke, Project Mgr.
(Please Print)

DATE: 20 MAR 90
ADDRESS: P. O. Box 690507
(Street/P.O. Box)

Houston, Texas 77269
City State Zip
TELEPHONE NO: 713-893-2570

41 1452

NOTICE OF PROPOSED CONCRETE PAVING ACTIVITY IN
FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3

PERMIT NO. 81148

Formal notice is hereby given that Hassell Construction Co., Inc. proposes to construct concrete paving within the right-of-way of a County road or ditch within Greenway Village Sections 1 & 2, Cinco Ranch development, Fort Bend County, Texas as follows:

Greenway Village Section 1:

Proposed *Greenway Village Dr.* tie-in to existing Peek Rd. including modifications to existing Peek Rd. esplanade as shown on attached drawing. Location of work is on existing Peek Rd. ± 1000' north of existing Cinco Blvd.

Proposed *Westforest Dr.* tie-in to existing Peek Rd. including modifications to existing Peek Rd. esplanade as shown on attached drawings. Location of work is on existing Peek Rd. ± 2500' north of existing Cinco Blvd.

Greenway Village Section 2:

Proposed *Cinco Park Place* tie-in to existing Cinco Blvd. including modifications to existing Cinco Blvd. esplanade as shown on attached drawings. Location of work is on existing Cinco Blvd. ± 600' west of existing Peek Rd.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: Hassell Construction Co., Inc
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week)

(Signature)

NAME & TITLE: Jack L. Duke, Project Mgr.
(Please Print)

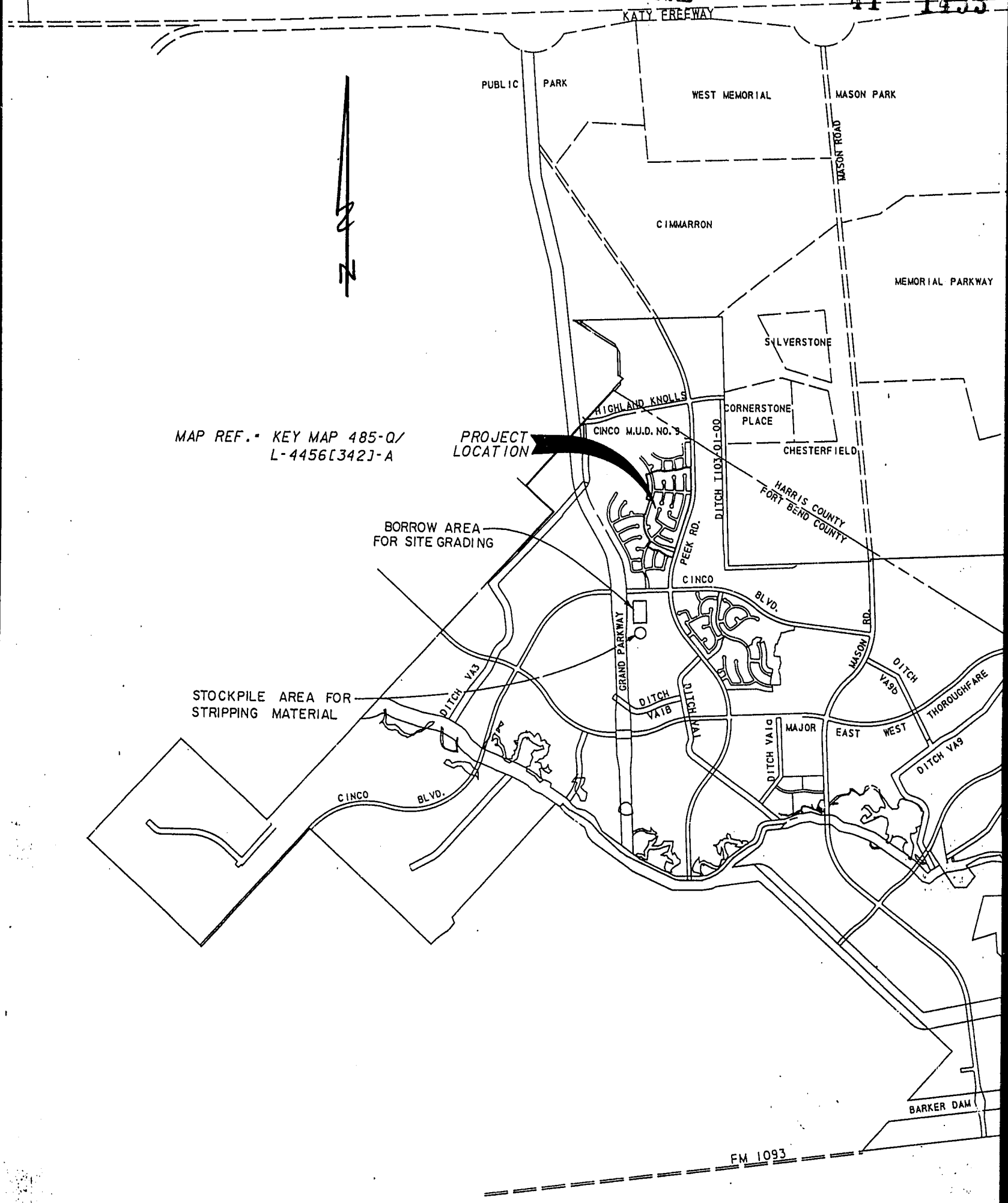
DATE: 20 MAR 90

ADDRESS: P. O. Box 690507
(Street/P.O. Box)

Houston, Texas 77269
City State Zip

TELEPHONE NO.: (713)893-2570

AS PER ORIGINAL



HASSELL CONSTRUCTION CO., INC.

Greenway Village Dr. Tie-in
to Peek Rd.

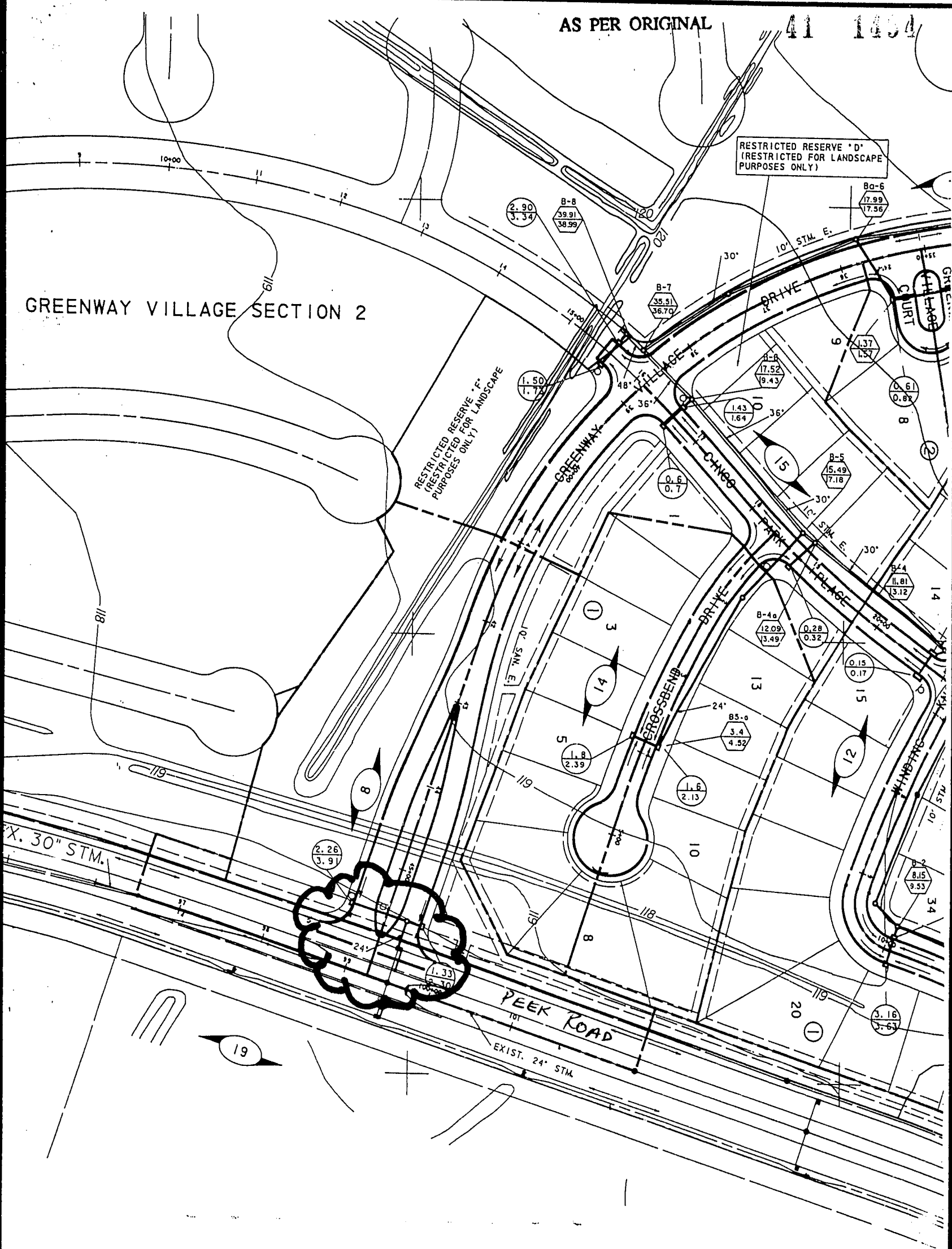
Greenway Village Section 1

HASSELL CONSTRUCTION CO., INC.

Westforest Dr. Tie-in to
Peek Rd.

Greenway Village Section 1

AS PER ORIGINAL 41 1454



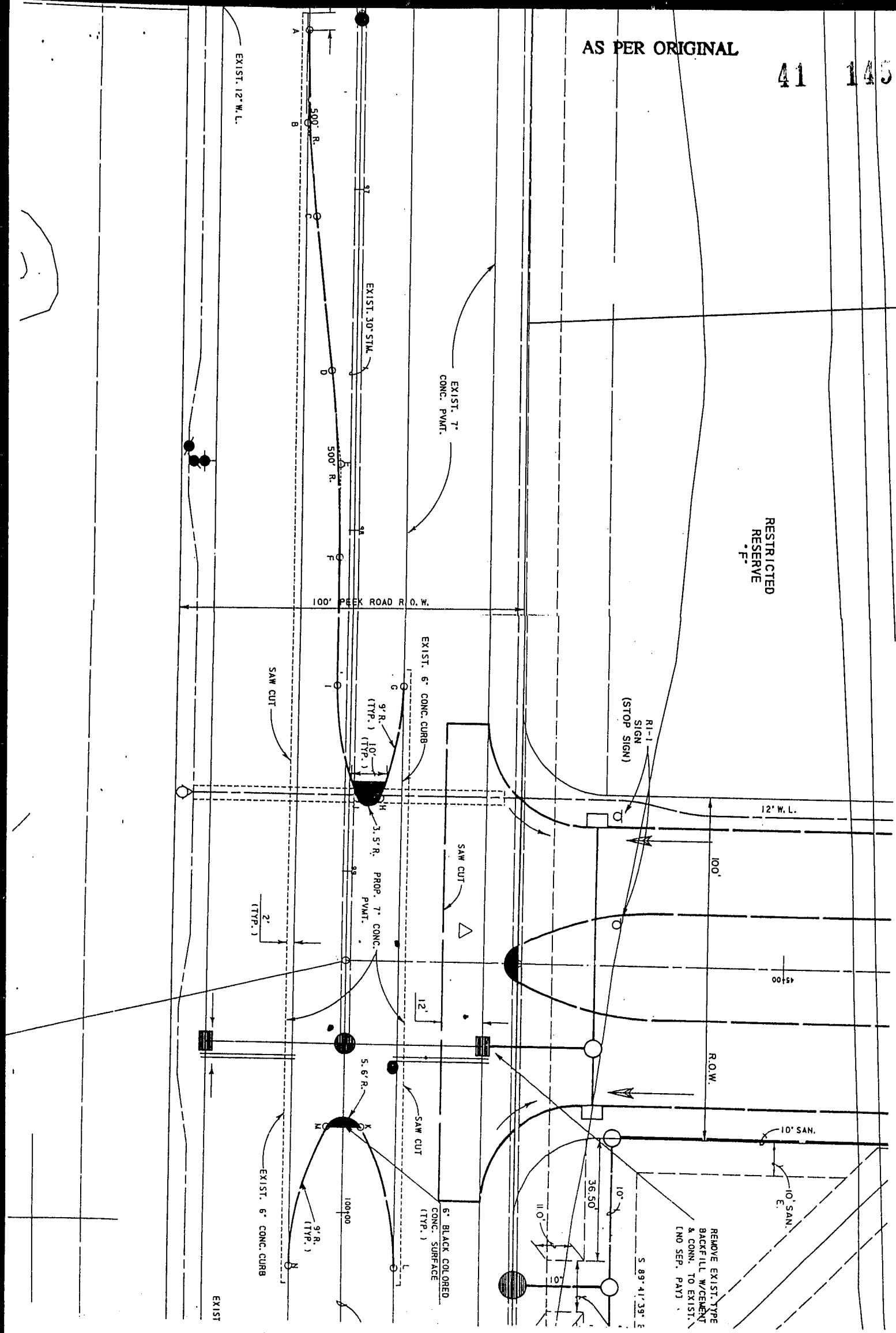
HASSELL CONSTRUCTION CO., INC.

Greenway Village Dr. Tie-in
to Peek Rd.

Greenway Village Section 1

AS PER ORIGINAL

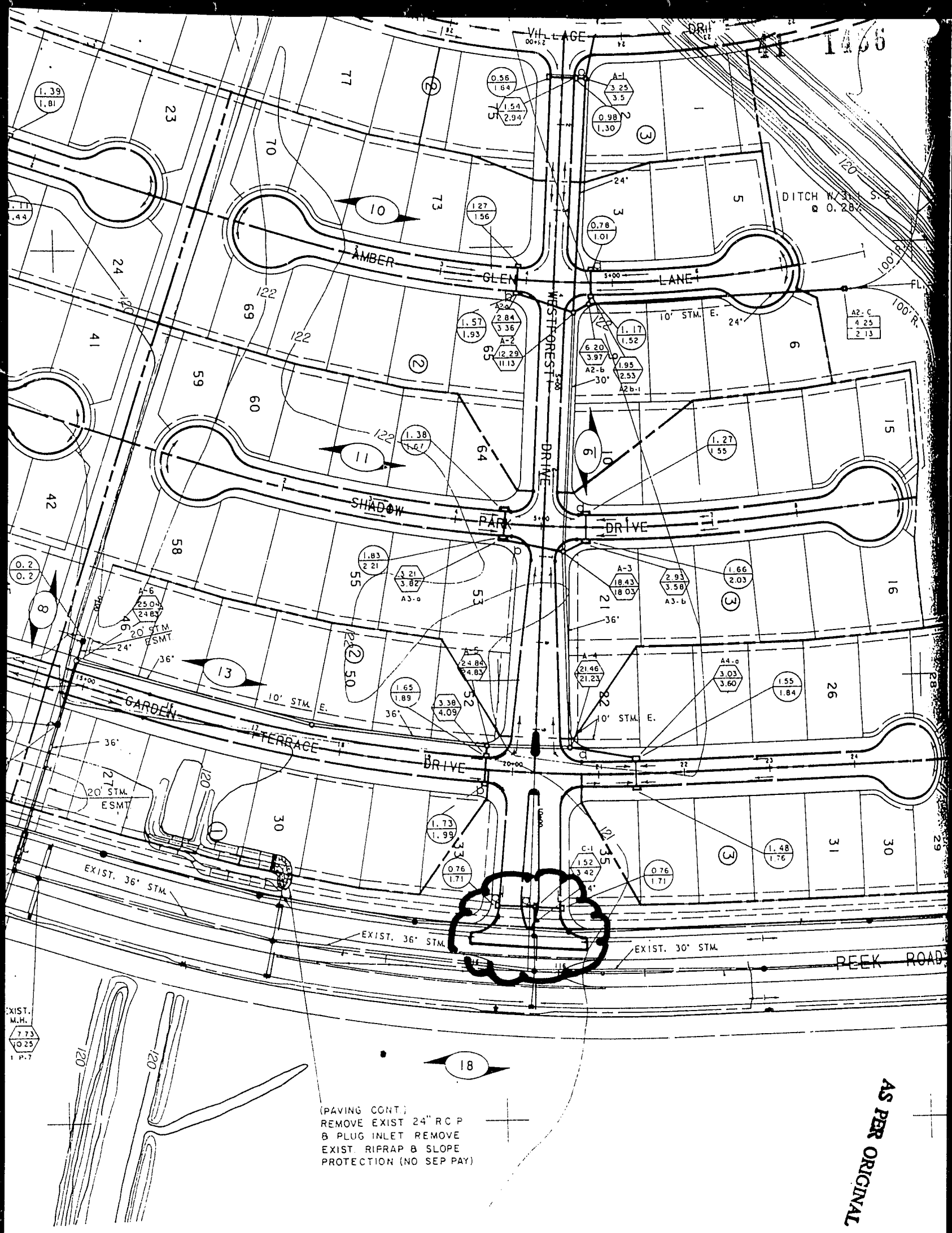
41 1455



HASSELL CONSTRUCTION CO., INC.

Greenway Village Dr. Tie-in
to Peek Rd.

Greenway Village Section 1



AS PER ORIGINAL

HASSELL CONSTRUCTION CO., INC.

Westforest Dr. Tie-in to
Peek Rd.

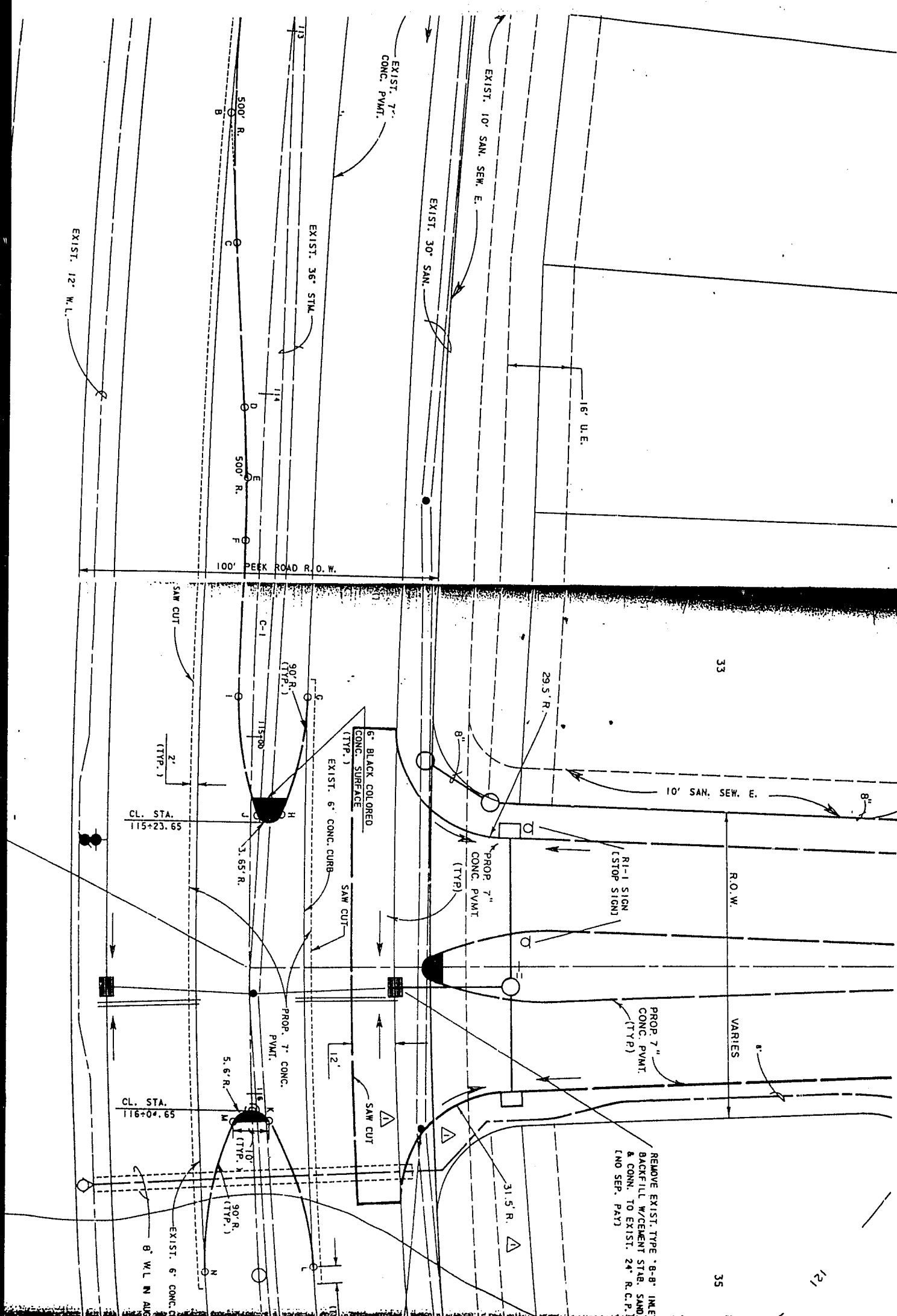
Greenway Village Section 1

HASSELL CONSTRUCTION CO., INC.

Westforest Dr. Tie-in to
Peek Rd.

AS PER ORIGINAL

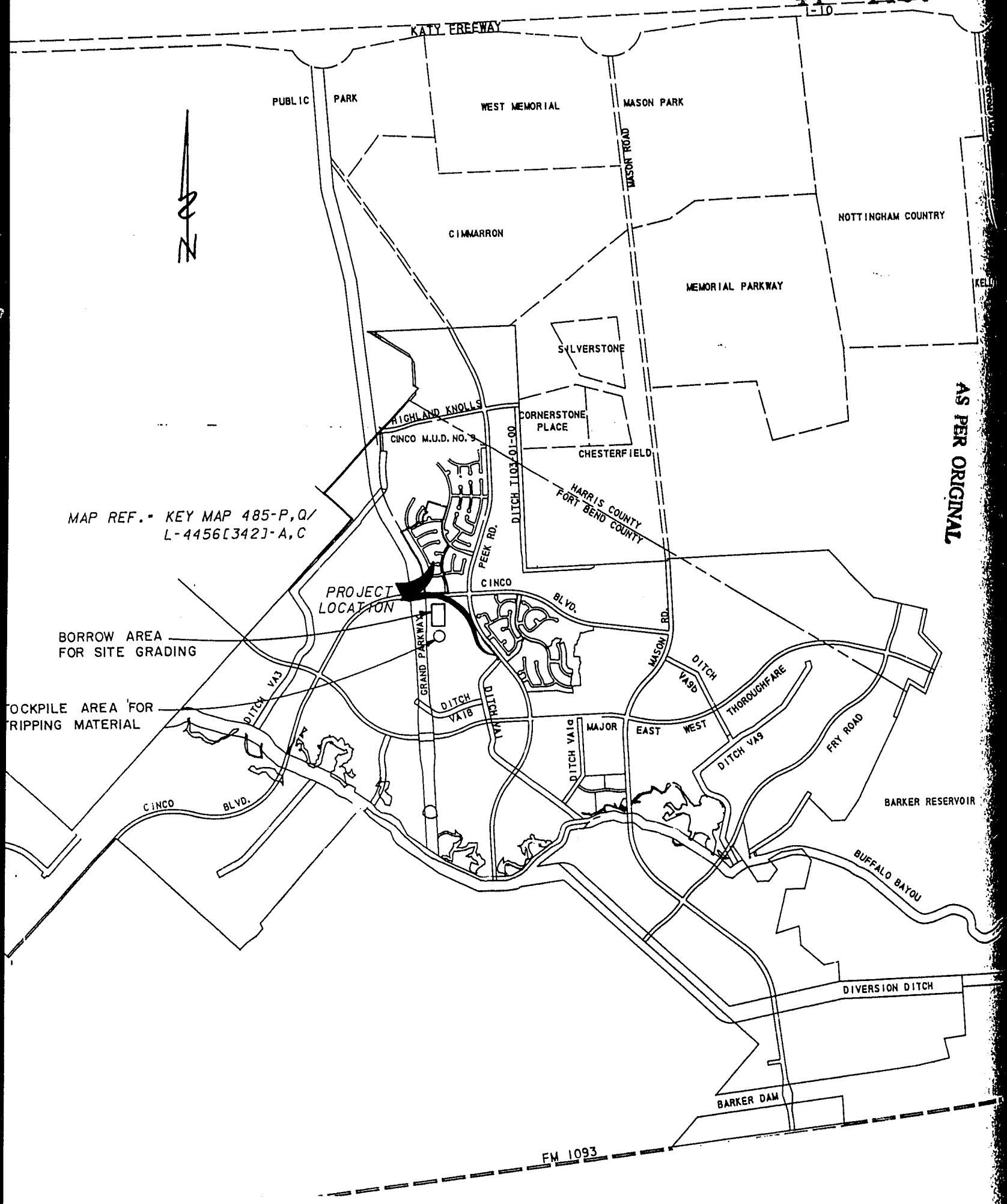
Greenway Village Section 1



GREENWAY VILLAGE SE

FORT BEND COUNTY,

41 1438



AS PER ORIGINAL

HASSELL CONSTRUCTION CO., INC.

Cinco Park Place Tie-in to
Cinco Blvd.

Greenway Village Section 2

JOB NO. 23-00358-308 CONTRACT NO.

TURNER COLLIE & BRAD

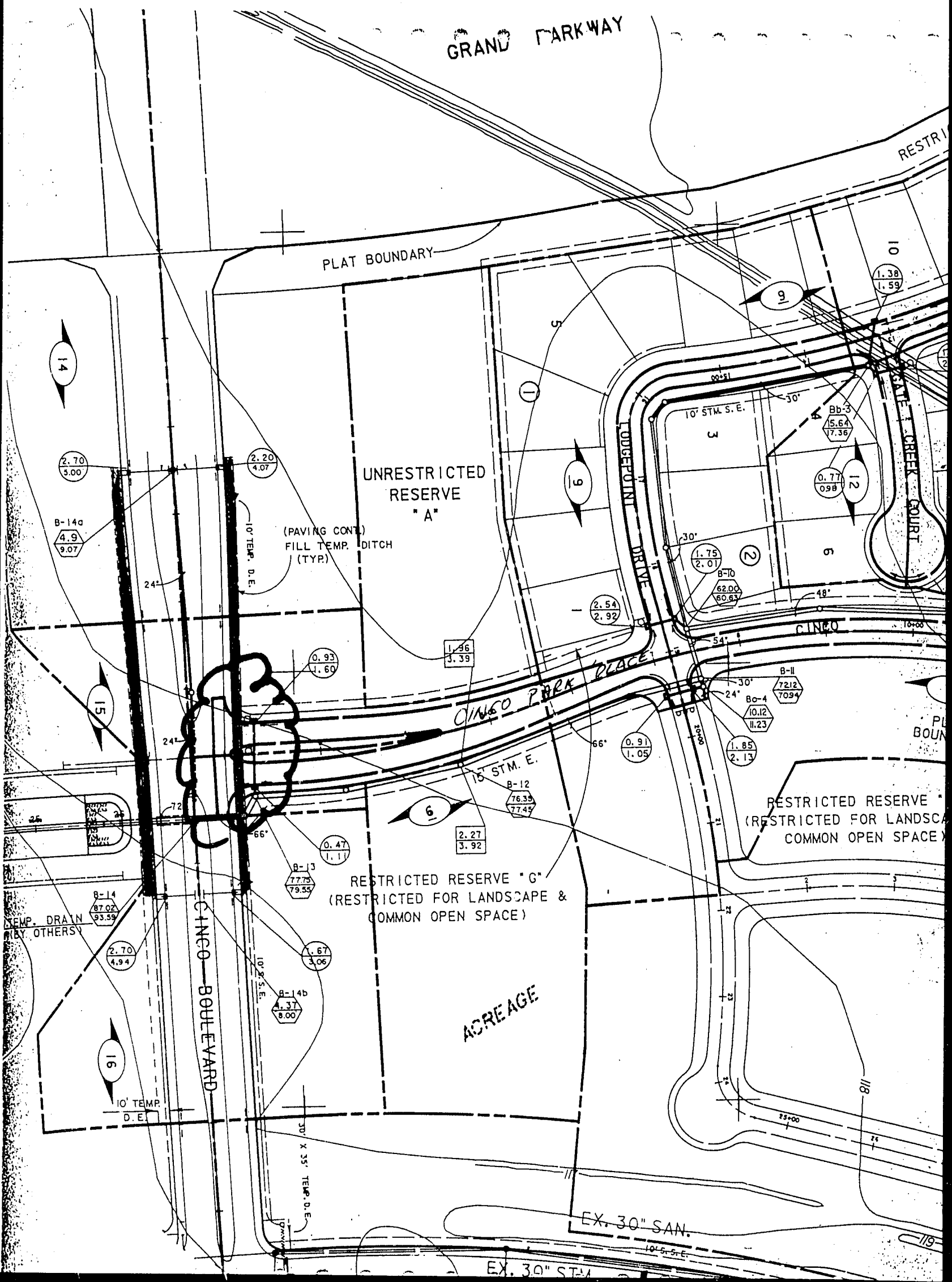
41 1459

AS PER ORIGINAL

HASSELL CONSTRUCTION CO., INC.

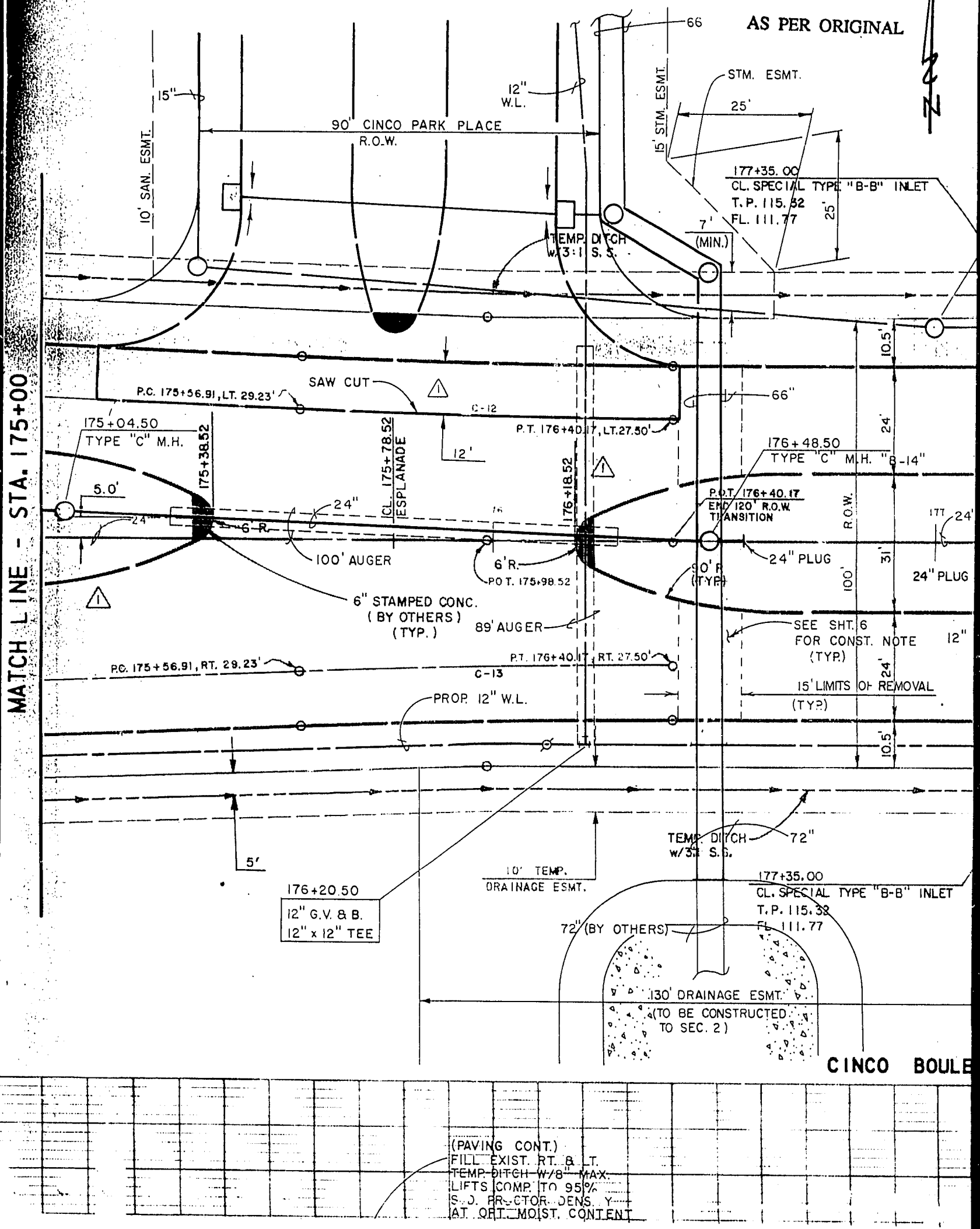
Cinco Park Place Tie-in to
Cinco Blvd.

Greenway Village Section 2



41 1460

AS PER ORIGINAL



(PAVING CONT.)
FILL EXIST. RT. & LT.
TEMP. DITCH W/8" MAX.
LIFTS COMP. TO 95%
S.D. PROCTOR DENS. Y
AT OPT. MOIST. CONTENT

HASSELL CONSTRUCTION CO., INC.

Cinco Park Place Tie-in to
Cinco Blvd.

Greenway Village Section 2

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 2nd day of April, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of San Miguel Civic Assoc. Dated 3/24/90, Bond No 230006230, Permit No. 81146 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Gradenberg
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. # 81146

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

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
Cashier's Check #230006230

8/3/87

41 1463

Texas Commerce Bank
NATIONAL ASSOCIATION

HOUSTON, TEXAS 77252
Member FDIC

CASHIER'S CHECK

A 0230006230 35-60 / 1130

DATE MAR 13 90

REMITTER SAN MIGUEL CIVIC ASSOCIATION

PAY TO THE ORDER OF *** FORT BEND COUNTY ** TEXAS COMMERCE BANK 2,000 00 CTS *** 2,000.00 ***

A 60 day waiting period and a double indemnifying Bond is required to replace this check.

AUTHORIZED SIGNATURE

⑈0230006230⑈ ⑆113000609⑆ ⑈0010199796⑈

41 1404

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81146

Formal notice is hereby given that San Miguel Civic Assn. 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)

Mission Bend, San Miguel, Sections Five and Six

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Beechnut St ~~Beechnut~~	Two Signs Per Drawings	Corner of Winkleman Rd Corner of Addicks Clodine Rd				
Beechnut St ~~Beechnut~~	Electricals Per Drawings for Sign Light					
Beechnut St ~~Beechnut~~	Sprinkler Control Wires Sprinkler System Per Drawings Between Addicks Clodine Rd and Winkleman Rd.		X All Bores > 30" under street			

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

Beechnut St ~~Beechnut~~: Trees and Shrubs Per Drawing

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

General Description

Construct Electrical Lights for Entrance Sign, Irrigation System Per Drawing. All Bores under street for 2" main are > 30" (under street) Deep. All Lines are 18" Below Ground Level. Construct Signs at Corners of Winkleman Rd and Addicks Clodine Rd.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: San Miguel Civic Assn.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

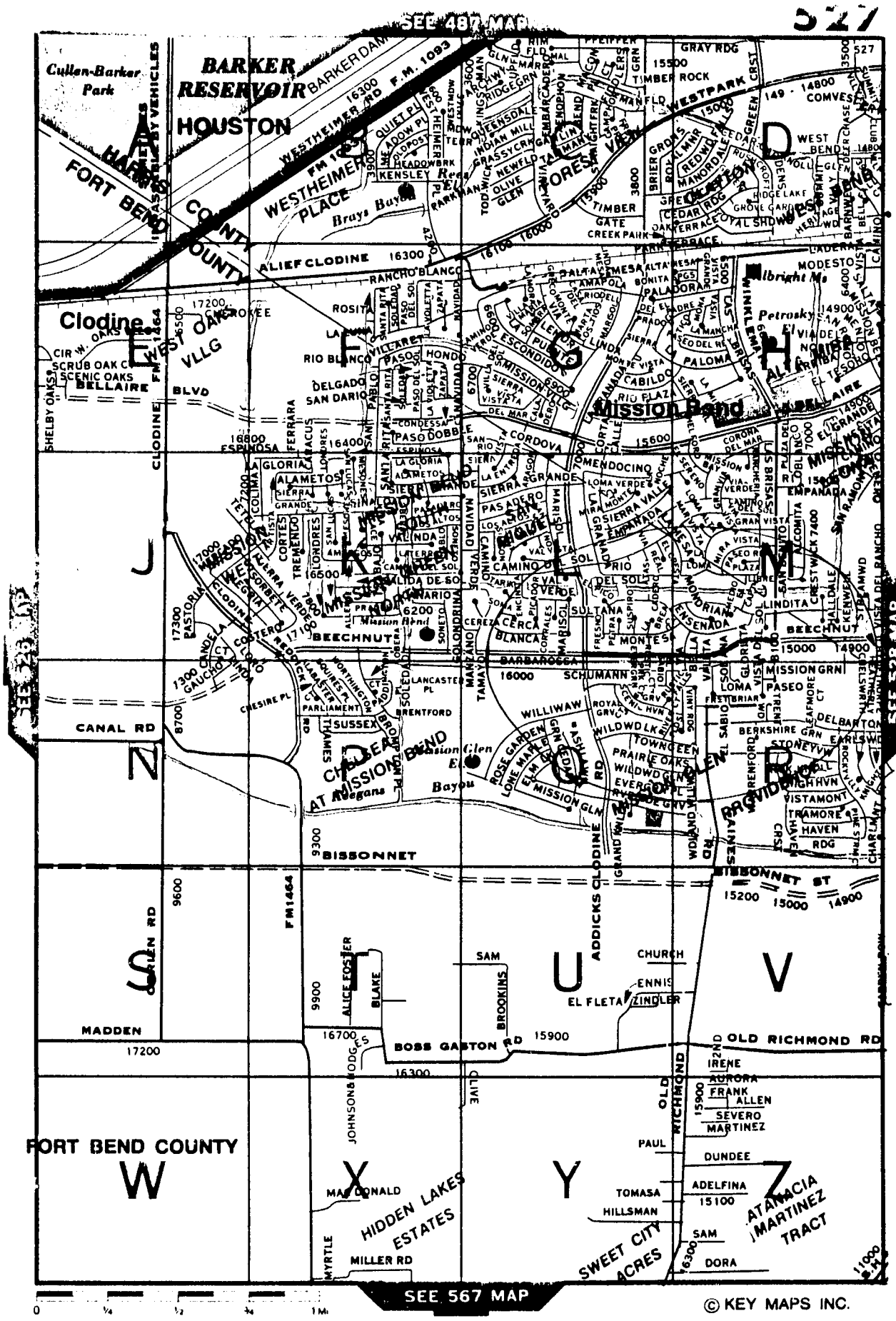
G. P. Bickford
(Signature)

NAME & TITLE Gary Bickford
(Please Print)
Board Member

DATE: 3-24-90
ADDRESS: 8026 Petra
(Street/P.O. Box)

Houston Tx 77083
City State Zip

TELEPHONE NO: 498-7267



AS PER ORIGINAL

HL&P 20
3/87

Service Outlet Location and Data Statement

HOUSTON LIGHTING & POWER COMPANY AS PER ORIGINAL
P.O. BOX 1700; HOUSTON, TEXAS 77001

Date February 20, 1990 *

Address 8150 Winkleman @ Beechnut

Owner's Name San Miguel Civic Association

Owner's Address

Type of Occupancy Signboard Prepared by Robert Salazar

Location Requested by Mr. Gilbert SugarLand S/C; 530-3450

Service: 1 ø 120 / 240 Volts 3 Wire. Estimated KVA --- 3ø 2 1ø

Fault Current: Initial 6,100 Ultimate 99,200 Amperes RMS Symmetrical at 240 Volts

Contingent upon acquisition of proper right-of-way No

Contingent upon Contractual agreement with HL&P Company Customer Relations Department

Copy to: C.B. Gilbert Electric; P.O. Box 376; Bellaire, TX 77402; Attn: Mr. Gilbert
Mr. Gary Bickford; 8026 Petra; Houston, TX 77083
Cheryl Faulkner; Sugar Land S/C; 530-3450
John White; Sugar Land S/C

Service outlet, point of attachment for service drops and meter location must be in accordance with Company's Service Standards. METERS MUST BE PLACED IN AN ACCESSIBLE LOCATION.

*SUBJECT TO REVIEW FOR POSSIBLE REVISION BY HL&P ENGR. DEPT. AFTER 180 DAYS.

SERVICE OUTLET LOCATION SPECIFICATION

Customer to install and maintain service conductors and conduit.

Service risers to be installed on standoff brackets unless otherwise noted on attachment.

Weatherheads of riser must extend within 18" of and remain below transformer case. A maximum of 12 conduit inches (3-4" or 4-3") are allowed per pole and a maximum of 12 service conductors are allowed per metered service (see attachment '___').

A minimum of 8 feet of service conductors must extend from weatherheads of riser to allow for connection to HL&P system.

Customer must install and maintain protective barriers around all HL&P facilities exposed to vehicular traffic, or connection to HL&P system will be turned down or removed (see attachment '___').

For additional information, consult the National Electric Code, HL&P Service Standards, and any applicable local codes or standards.

NOTICE · DANGER

Construction work near power lines can be dangerous. Most HL&P overhead lines are energized at voltages in excess of 7,000 volts and are bare metal with no protective covering. Contact can result in serious injury or death.

HL&P cannot supervise your construction work. Only you and those working with you can assure safety from power line contact.

To enforce safety near high voltage wires, Texas law requires persons responsible for construction work to call HL&P and conform to legal procedures before beginning any work in which persons or things might possibly come within six (6) feet of a high voltage overhead line. A copy of this law, which carries both criminal and civil liability, is printed on the back of this form.

To protect your people and obey the law - call HL&P at 228-7400 before problems start.

41-1466-A

TEXAS LAW

AN ACT 1436c

Art. 1436c. Safety of persons engaged in activities in proximity of high voltage electric lines; restrictions

Definitions

SECTION 1. In this Act:

(1) "High voltage" means voltage in excess of 600 volts measured between conductors or measured between a conductor and the ground.

(2) "Overhead line" means all bare or insulated electrical conductors installed above ground except those conductors that are de-energized and grounded or that are enclosed in rigid metallic conduit.

(3) "Authorized person" means:

(A) employees of a light and power company.

(4) "Warning sign" means a weather-resistant sign of not less than five inches by seven inches with a yellow background and black lettering reading as follows: "WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Six-foot Restriction; Functions or Activities of Employees

SECTION 3. Unless danger against contact with high voltage overhead lines has been effectively guarded against pursuant to the provisions of Section 6 of this Act, no person, firm, corporation, or association shall require any employee to perform and no person, firm, corporation, or association shall, individually or through an agent or employee, perform any function or activity upon any land, building, highway, or other premises if at any time during the performance of any function or activity, it is possible that the person performing the function or activity shall move or be placed within six feet of any high voltage overhead line or if it is possible for any part of any tool, equipment, machinery, or material used by such person to be brought within six feet of any high voltage overhead line during the performance of any such function or activity.

Six-foot Restriction; Operation of Machinery, Etc.

SECTION 4. Unless danger against contact with high voltage overhead lines has been effectively guarded against pursuant to the provision of Section 6 of this Act, no person, firm, corporation, or association shall, individually or through an agent or employee, erect, install, operate, move, transport, handle, or store any tool, machinery, equipment, supplies, materials, house, or other buildings or structure or any part thereof within six feet of any high voltage overhead line.

Posting of Warning Signs, Insulated Guards

SECTION 5. No person, firm, corporation, or association shall, individually or through an agent or employee, or as an agent or employee, operate any crane, derrick, power shovel, drilling rig, hayloader, haystacker, mechanical cotton picker, pile driver, hoisting equipment, or similar apparatus, any part of which is capable of vertical, lateral, or swinging motion, unless:

(1) there is posted and maintained a warning sign, as herein defined, legible at 12 feet and placed as follows:

(A) within the equipment readily visible to the operator of such equipment when at the controls of such equipment; and

(B) on the outside of equipment in such number and location as to be readily visible to mechanics or other persons engaged in the work operations; and

(2) there shall be installed an insulated cage-type guard or protective device about the boom or arm of all equipment, except backhoes or dippers and, where the equipment includes a lifting hood device, all lifting lines are equipped with insulator links on the lift hook connection.

Ten-foot Restriction; Operation of Equipment

SECTION 5A. In addition to the minimum distances prescribed in Sections 3 and 4 of this Act, the operation of equipment or machines described in Section 5 or any part of such equipment or machines within 10 feet of any high voltage overhead line shall be unlawful unless danger against contact with high voltage overhead lines has been effectively guarded against pursuant to the provisions of Section 6 of this Act.

Temporary Clearance of Lines

SECTION 6. When any person, firm or corporation desires to temporarily carry on any function, activity, work, or operation in closer proximity to any high voltage overhead line than permitted by this Act, the person or persons responsible for the work to be done shall promptly notify the operator of the high voltage line. The work shall be performed only after satisfactory mutual arrangements have been negotiated between the owner or the operator of the lines or both and the person or persons responsible for the work to be done for temporary mechanical barriers separating and preventing contact between material, equipment, or persons and high voltage electric lines, temporary de-energization and grounding, or temporary relocation or raising of the lines. The actual expense incurred by any operator of high voltage lines in providing clearances as above set out shall be paid by the person or persons responsible for the work to be done in the vicinity thereof and the operator of the lines may require such payment in advance, such operator being without obligation to provide such clearance until such payment shall have been made. Should the actual expense be less that the payment made the difference shall be refunded. The operator of the lines shall be given not less than 48 hours advance notice to arrange for such temporary clearances.

Violations and Penalties

SECTION 7. (a) Every person, firm, corporation, or association and every agent or employee of such person, firm, corporation, or association who violates any of the provisions of this Act shall be fined not less than $100, nor more than $1,000 or confined in jail for not more than one year or both.

(b) If a violation of this Act results in physical or electrical contact with any high voltage overhead line, the person, firm, corporation, or association violating the provisions of this Act, shall be liable to the owner or operator of such high voltage line for all damage to such facilities and for all liability incurred by such owner or operator as a result of any such contact.

Acts 1971, 62nd leg., p. 76, ch. 41, eff. March 30, 1971.

This is only a part of the entire act. The complete act is available for review.

HL&P 5258 (7-80)

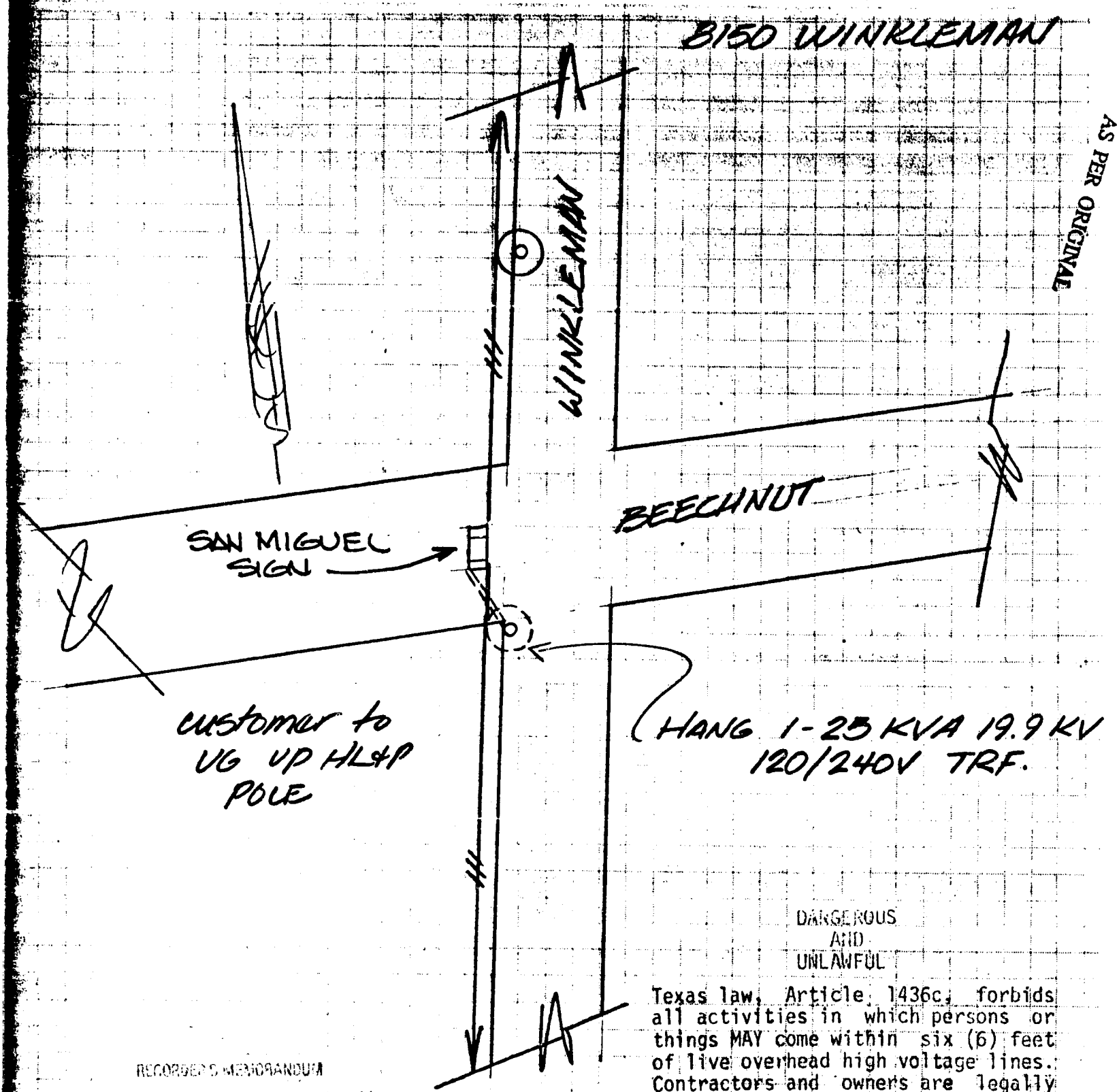
INSTRUCTIONS TO FOREMAN

HOUSTON LIGHTING & POWER COMPANY

41 1467

BI 4754 C1

P.S. NO.	E.R. NO.	W.A. NO.	I.F. NO.
605	204	104	



AS PER ORIGINAL

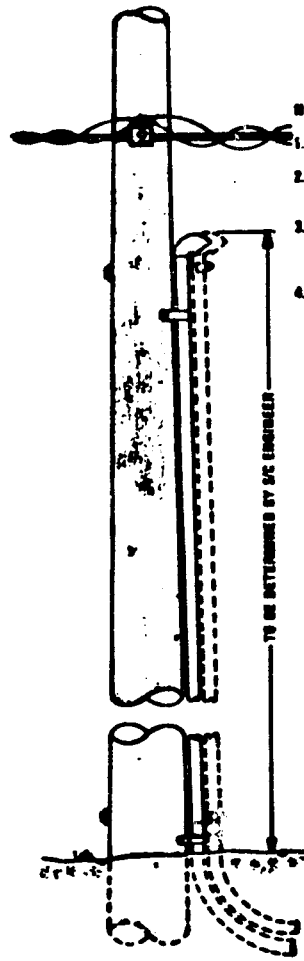
RECORDER'S MEMORANDUM

This page is not satisfactory for photographic recordation due to carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were presented at time instrument was filed and recorded.

DANGEROUS AND UNLAWFUL

Texas law, Article 1436c, forbids all activities in which persons or things MAY come within six (6) feet of live overhead high voltage lines. Contractors and owners are legally responsible for safety of construction workers under this law. This law carries both criminal and civil liability. To arrange for lines to be turned off or moved, call HL&P at 228-7400.

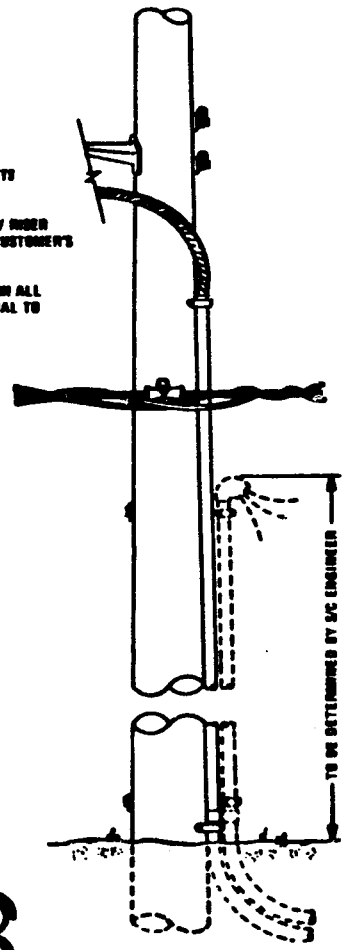
SECONDARY RISER
ON POLE

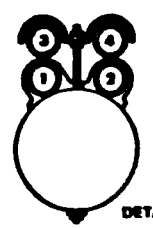


NOTES:

1. 2" CONDUIT MAXIMUM.
2. NO MORE THAN 4 CONDUITS PER POLE.
3. TREAT EXISTING PRIMARY RISER AS #1 IN DETAIL A AND CUSTOMER'S RISERS AS #2, #3, OR #4.
4. CUSTOMER SHALL FURNISH ALL CONDUCTOR AND MATERIAL TO POINT OF CONNECTION.

SECONDARY RISER
ON PRIMARY POLE

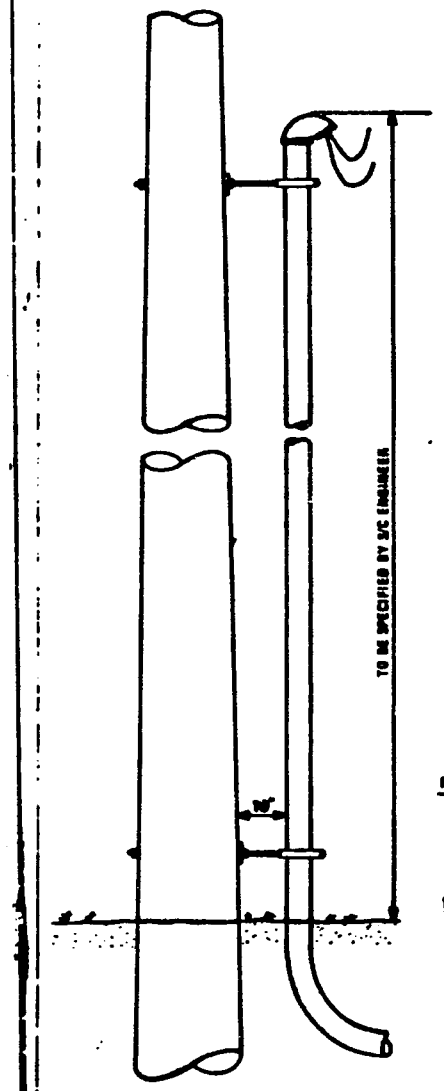


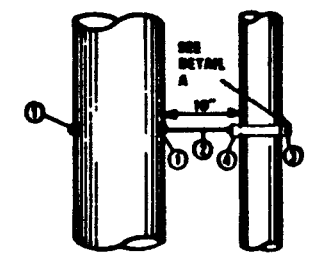


DETAIL A

CONDUIT RISERS
ATTACHED DIRECTLY TO POLE

.38.



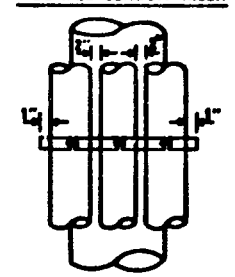


NOTES:

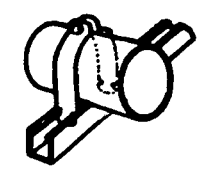
1. 4" MAX. CONDUIT SIZE
2. MAX. QUANTITY
   (A) 3 - 4" CONDUITS
   (B) 4 - 3" OR SMALLER CONDUITS
3. MAXIMUM OF TWO CONDUITS PER METERED SERVICE
4. NO BUS WEATHERHEADS SHALL BE ALLOWED ON COMPANY POLES.
5. WHERE TWO PRIMARY RISERS ARE ATTACHED TO THE POLE NO OTHER CONDUITS SHALL BE ATTACHED.

MATERIAL LIST		
ITEM NO.	QUANTITY	DESCRIPTION
1	2	WASHER SQUARE 2 1/4" x 2 1/4"
2	1	BOLT DOUBLE ARMING 5/8" x 24"
3	AS REQ'D.	STRAP CHANNEL PIPE
4		CHANNEL ALUMINUM 1 1/2" x 12GA.

MULTIPLE CONDUIT RISER



DETAIL A



CONDUIT RISERS
ON STAND-OFF BRACKETS

.39.

AS PER ORIGINAL

41

Note: Customer to bring weatherhead within 18" of HL&P Co. BOTTOM OF TRANSFORMER CASE.

Customer to leave 8 feet of wire extending from weatherhead

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

March 19, 1990

Commercial State Bank
Attn: Mr. J. Robert Melanson
P. O. Box 150
El Campo, TX 77437-0150

Re: Tierra Grande, Section 4 - Letter of Credit #1989-04 ($31,875.00)

Dear Sir:

Letter of Credit #1989-04, issued by Commercial State Bank for the account of T-G San Bernard, Ltd. is due to expire on April 6, 1990.

Please let me know by March 28, 1990, what provisions are being made to renew these Letters of Credit covering the construction and maintenance of roads in Tierra Grande, Section 4.

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 #1989-04 and also Fort Bend County's "Letter of Credit form", that we prefer you to use.

If you require additional information, please call.

Sincerely,

Billy W. Eubanks

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

RDD/mk
attachments (certified #P-611-001-220)
cc: T. G. San Bernard, Ltd., Mr. Eric Muegge (certified #P-611-001-221)
Commissioner Ben Denham, Fort Bend County Precinct 2
Mr. Larry Wagenbach, Fort Bend County Asst. Dist. Attorney - Civil
file

41 1470

AS PER ORIGINAL

P 611 001 220

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1983-403-517

Sent to Commercial State Bank Mr. J. Robert Melanson	
Street and No. P. O. Box 150	
P.O., State and ZIP Code El Campo, TX 77437-015	
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 3-19-90	

PS Form 3800, Feb. 1982

● 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. †(Extra charge)† 2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
Commercial State Bank
Mr. J. Robert Melanson
P. O. Box 150
El Campo, TX 77437-0150

(TIERRA GRANDE, SEC. 4)

4. Article Number
P-611-001-220

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
MAR 21 1990

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 611 001 221

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

★ U.S.G.P.O. 1983-403-517

Sent to T. G. San Bernard, Ltd Mr. Eric Muegge	
Street and No. 213 N. Richmond	
P.O., State and ZIP Code Wharton, TX 77488	
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 3-19-90	

PS Form 3800, Feb. 1982

● 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. †(Extra charge)† 2. ☐ Restricted Delivery †(Extra charge)†

3. Article Addressed to:
T. G. San Bernard, Ltd.
Mr. Eric Muegge
213 N. Richmond
Wharton, TX 77488

(Tierra Grande, Sec.4)

4. Article Number
P-611-001-221

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X Billie Duncan

6. Signature — Agent
X

7. Date of Delivery
3/20/90

8. Addressee's Address *(ONLY if requested and fee paid)*

MAR 20 1990 USPO

PS Form 3811, Mar. 1987 ★ U.S.G.P.O. 1987-178-268 DOMESTIC RETURN RECEIPT

LDW:rg:ROW1:SCHERER.ROW:2396:032390

41 1471

9015640

ROAD RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT C. MICHAEL SCHERER, of Fort Bend County, 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, GRANTED, GAVE** and **CONVEYED** and by these presents **DONATE, GRANT, GIVE** and **CONVEY** unto the County of Fort Bend all that certain tract or parcel of land in Fort Bend County, Texas for road right-of-way purposes, more particularly described as follows to-wit:

Attached hereto and made a part hereof for all purposes are Exhibits "A" and "B".

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 effect the Title and Rights of the County of Fort Bend to take and use all other minerals and materials thereon, therein and thereunder.

return to Elide

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 the 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 County 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.

IN WITNESS WHEREOF, this instrument is executed on this the 26th day of March, 1990.

C. Michael Scherer
C. MICHAEL SCHERER, Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS INSTRUMENT was acknowledged before me on this 26th day of March, 1990, by **C. MICHAEL SCHERER.**

Melia L. Suttle
Notary Public in and for
The State of Texas

MELIA L. SUTTLE
Notary Public, State of Texas
My Commission Expires 6/18/93

HENRY STEINKAMP, JR., INC.

Land Boundary & Topographic Surveying

909 FIFTH STREET

P. O DRAWER 192

ROSENBERG, TEXAS 77471

713/342-2241

FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR

JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

March 16, 1990

PARCEL NO. 5

A Field Note Description of a 1.497 Acre Tract of Land across the C. Michael Scherer call 55.291 Acre Tract (Volume 794, Page 601; Deed Records), being in the Isaac McGary League, Abstract #58, Fort Bend County, Texas.

Begin at a 1 inch iron pipe found marking the West corner of said C. Michael Scherer call 55.291 Acre Tract and the most Southerly West corner of and place of beginning for this tract;

THENCE, North 57deg.45'20" East, along a Northwesterly line of said C. Michael Scherer call 55.291 Acre Tract, 665.17 feet to a 1/2 inch iron pipe found in a 2 inch iron pipe found marking a re-entrant corner of this tract;

THENCE, North 31deg.47' West, 29.96 feet to a 1/2 inch iron pipe set marking the most Northerly West corner of this tract;

THENCE, North 57deg.42'14" East, 940.90 feet to a 1/2 inch iron pipe set marking the North corner of this tract;

THENCE, South 31deg.47'43" East, along the Southwesterly line of the original Rudolph Braxton call 16.0 Acre Tract (Volume 230, Page 242; Deed Records) and the Northeasterly line of said C.Michael Scherer call 55.291 Acre Tract, 29.96 feet to a 1/2 inch iron pipe found marking the most Northerly East corner of this tract;

THENCE, South 57deg.42'14" West, along the Northwesterly line of the Willie Sbrusch call 25.412 Acre Tract (Volume 600, Page 327; Deed Records) and a Southeasterly line of the C. Michael Scherer call 55.291 Acre Tract, 373.22 feet to a point for a re-entrant corner of this tract;

THENCE, South 32deg.46'20" East, along the Southwesterly line of said Willie Sbrusch call 25.412 Acre Tract and a Northeasterly line of said C. Michael Scherer call 55.291 Acre Tract, at 0.14 feet pass a concrete monument found, in all 30.04 feet to a 1/2 inch iron pipe set for the most Southerly East corner of this tract;

THENCE, South 57deg.42'14" West, 567.95 feet to a 1/2 inch iron pipe set marking an angle point in this line;

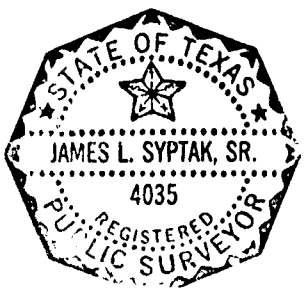
EXHIBIT "A"

148/Parcel5

Page 2.
Parcel No. 5
C. Michael Scherer Tract

THENCE, South 57deg.45'20" West, 664.66 feet to a 1/2 inch iron pipe set marking the South corner of this tract;

THENCE, North 33deg.14'36" West, along the Northeasterly line of a call 5.305 Acre Tract (Volume 899, Page 333; Deed Records) and a Southwesterly line of said C. Michael Scherer call 55.291 Acre Tract, 30.04 feet to the place of beginning and containing 1.497 Acres of Land.



Signed: James L. Syptak Sr.

James L. Syptak, Sr.
Registered Public Surveyor No. 4035

Note: All bearings and distances being surface and based on the Texas Coordinate System, South Central Zone.

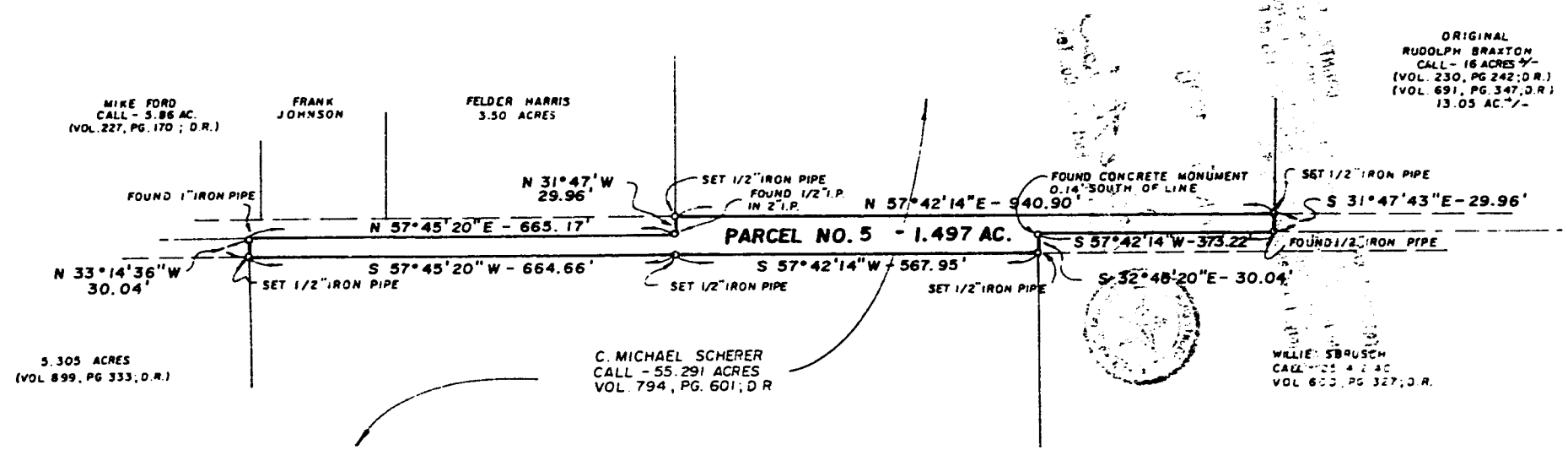


EXHIBIT "B"

PARCEL NO. 5

PLAT SHOWING SURVEY OF A 1.497 ACRE TRACT OF LAND ACROSS THE C. MICHAEL SCHERER CALL 55.291 ACRE TRACT (VOLUME 794, PAGE 601; DEED RECORDS), IN THE ISAAC McGARY LEAGUE, ABSTRACT #58, FORT BEND COUNTY, TEXAS.

I, James L. Syptak, Sr., a Registered Public Surveyor, do hereby certify that this plat is a true record of a survey as made on the ground.

Signed James L. Syptak Sr.

OFFICE OF HENRY STEINKAMP, JR. INC.
909 FIFTH STREET
ROSENBERG, TEXAS

STATE OF TEXAS

SCALE 1" = 200'

Note: All bearings and distances being surface and based on the Texas Coordinate System, South Central Zone.

AS PER ORIGINAL

2200 447

41 1475

2200 448

41-1475-A

FILED

'90 APR -3 A10:06

Diane 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.

APR 5 1990

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

LDW:rg:ROW1:SBRUSH.ROW:2396:032390

9015641

ROAD RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF FORT BEND §

THAT WILLIE SBRUSH and wife, **GEORGIA SBRUSH**, both of Fort Bend County, 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, GRANTED, GAVE** and **CONVEYED** and by these presents **DONATE, GRANT, GIVE** and **CONVEY** unto the County of Fort Bend all that certain tract or parcel of land in Fort Bend County, Texas for road right-of-way purposes, more particularly described as follows to-wit:

Attached hereto and made a part hereof for all purposes are Exhibits "A" and "B".

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 effect the Title and Rights of the County of Fort Bend to take and use all other minerals and materials thereon, therein and thereunder.

Rt Elida

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 the 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 County 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.

IN WITNESS WHEREOF, this instrument is executed on this the 28th day of March, 1990.

Willie Sbrush
WILLIE SBRUSH, Grantor

Georgia Sbrush
GEORGIA SBRUSH, Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS INSTRUMENT was acknowledged before me on this 28th day of March, 1990, by **WILLIE SBRUSH.**

NOTARY PUBLIC STATE OF TEXAS EXPIRES

A. J. Noto
Notary Public in and for
The State of Texas
A. J. Noto
My Commission Expires 6-8-91

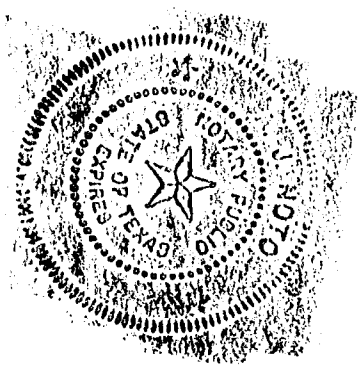
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS INSTRUMENT was acknowledged before me on this 28th day of March, 1990, by GEORGIA SBRUSH.

A. J. Noto
Notary Public in and for
The State of Texas

A. J. Noto
My Commission Expires 6-8-91



HENRY STEINKAMP, JR., INC.
Land Boundary & Topographic Surveying
909 FIFTH STREET
P. O. DRAWER 192
ROSENBERG, TEXAS 77471
713/342-2241

FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR

JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

41 1479

March 16, 1990

PARCEL NO. 4

A Field Note Description of a 0.976 Acre Tract of Land across the Northwesterly side of the Willie Sbrusch call 25.412 Acre Tract (Volume 600, Page 327; Deed Records) in the Isaac McGary League, Abstract #58, Fort Bend County, Texas.

Begin at a 3/8 inch iron rod found in concrete marking the North corner of the said Willie Sbrusch call 25.412 Acre Tract and also the North corner of and place of beginning for this tract;

THENCE, South 33deg. East, 11.9 feet to a 1/2 inch iron pipe set marking the West corner of the Allan 2.00 Acre Tract and the East corner of this tract;

THENCE, South 55deg.37'34" West, 500.47 feet to a 1/2 inch iron pipe set marking an angle point in this line;

THENCE, South 57deg.42'14" West, parallel to and 30.04 feet Southeasterly from the Northwesterly line of the Willie Sbrusch call 25.412 Acre Tract, 1065.35 feet to a 1/2 inch iron pipe set marking the South corner of this tract;

THENCE, North 32deg.46'20" West, along the Northeast line of the C.Michael Scherer call 55.291 Acre Tract (Volume 794, Page 601; Deed Records), at 29.90 feet pass a concrete monument found, in all 30.04 feet to a point for a re-entrant corner of the C.Michael Scherer call 55.291 Acre Tract and the West corner of the said Willie Sbrusch call 25.412 Acre Tract and West corner of this tract;

THENCE, North 57deg.42'14" East, along the Northwesterly line of said Willie Sbrusch call 25.412 Acre Tract, 1565.60 feet to the place of beginning and containing 0.976 Acre of Land.

STATE OF TEXAS
JAMES L. SYPTAK, SR.
4035
REGISTERED PUBLIC SURVEYOR

Signed James L. Syptak Sr.
James L. Syptak, Sr.
Registered Public Surveyor No. 4035

Note: All bearings and distances being surface and based on the Texas Coordinate System, South Central Zone.

EXHIBIT "A"

148/Parcel4

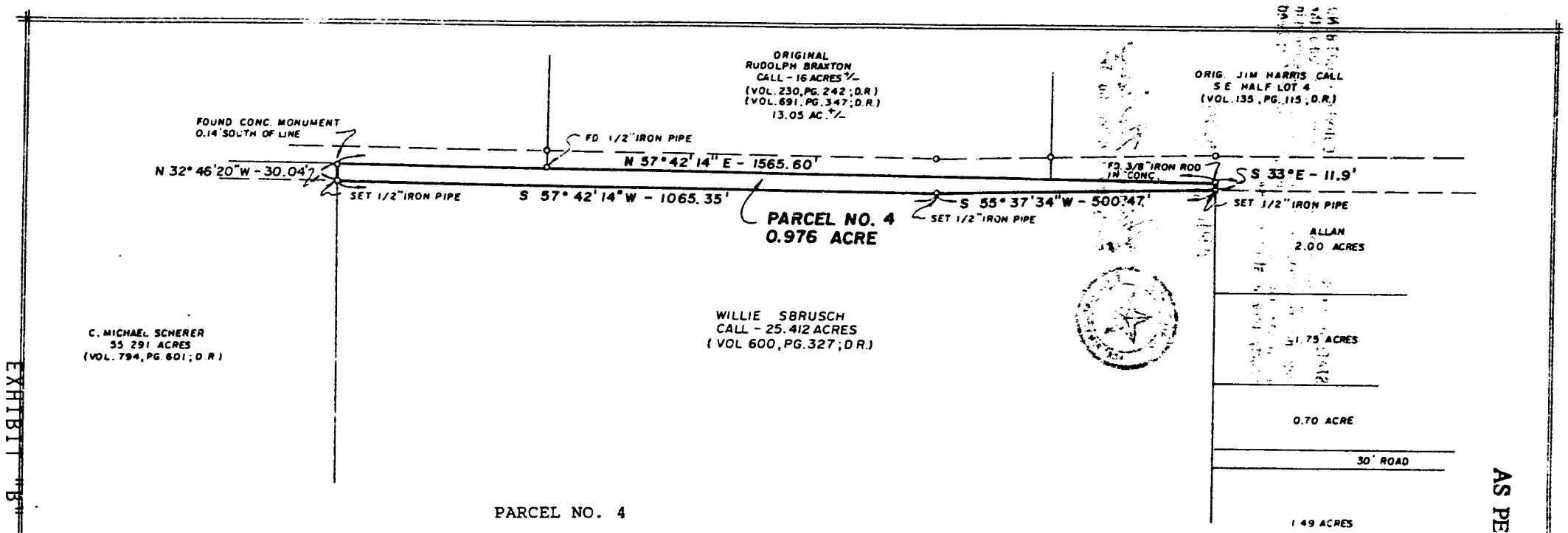


EXHIBIT "B"

PARCEL NO. 4

PLAT SHOWING A SURVEY OF A 0.976 ACRE TRACT OF LAND ACROSS THE NORTHWESTERLY SIDE OF THE WILLIE SBRUSCH CALL 25.412 ACRE TRACT (VOLUME 600, PAGE 327; DEED RECORDS), IN THE ISAAC McGARY LEAGUE, ABSTRACT #58, FORT BEND COUNTY, TEXAS.

I, James L. Syptak, Sr., a Registered Public Surveyor, do hereby certify that this plat is a true record of a survey as made on the ground.

March 16, 1990

Signed James L. Syptak Sr.

OFFICE OF HENRY STEINKAMP, JR., INC.
909 FIFTH STREET
ROSENBERG, TEXAS

STATE OF TEXAS
JAMES L. SYPTAK, SR.
4035
REGISTERED PUBLIC SURVEYOR

SCALE 1" = 200'

Note: All bearings and distances being surface and based on The Texas Coordinate System, South Central Zone.

AS PER ORIGINAL

2200 453

41 1480

2200 454
41 - 1480-A

FILED

'90 APR -3 A10:06

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.

APR 5 1990

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

24

LDW:rg:ROW1:BRAXTON2.ROW:2396:032390

2200 455

41 1461

9015642

ROAD RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF FORT BEND §

THAT FRANCES W. BRAXTON, of Fort Bend County, Texas and **CRAIG L. BRAXTON**, of Fort Bend County, 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, GRANTED, GAVE** and **CONVEYED** and by these presents **DONATE, GRANT, GIVE** and **CONVEY** unto the County of Fort Bend all that certain tract or parcel of land in Fort Bend County, Texas for road right-of-way purposes, more particularly described as follows to-wit:

> Attached hereto and made a part hereof for all purposes are Exhibits "A" and "B".

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 effect the Title and Rights of the County of Fort Bend to take and use all other minerals and materials thereon, therein and thereunder.

Rt Elida

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 the 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 County 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.

IN WITNESS WHEREOF, this instrument is executed on this the 28th day of March, 1990.

Frances W. Braxton
FRANCES W. BRAXTON, Grantor

Craig L. Braxton
CRAIG L. BRAXTON, Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS INSTRUMENT was acknowledged before me on this 28th day of March, 1990, by **FRANCES W. BRAXTON.**

A. J. Noto
Notary Public in and for
The State of Texas
A.J. Noto
My Commission Expires: 6-8-91

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS INSTRUMENT was acknowledged before me on this 28th day of March, 1990, by CRAIG L. BRAXTON.

A. J. Noto

Notary Public in and for
The State of Texas

A.J. Noto

My Commission Expires: 6-8-91

2200 458

41 1484

HENRY STEINKAMP, JR., INC.
Land Boundary & Topographic Surveying
909 FIFTH STREET
P O DRAWER 192
ROSENBERG, TEXAS 77471
713/342-2241

FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR

JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

March 16, 1990

PARCEL NO. 3

A Field Note Description of a 0.633 Acre Tract of Land across the Southeasterly side of the original Rudolph Braxton call 16.0 Acre Tract of Land (Volume 230, Page 242; Deed Records) in the Isaac McGary League, Abstract #58, Fort Bend County, Texas.

Begin at a 1/2 inch iron pipe found marking the most Northerly East corner of the C.Michael Scherer call 55.291 Acre Tract (Volume 794, Page 601; Deed Records) and the South corner of said original Rudolph Braxton call 16.0 Acre Tract and also the South corner of and place of beginning for this tract;

THENCE, North 31deg.47'43" West, along the Northeasterly line of said C.Michael Scherer call 55.291 Acre Tract and the Southwesterly line of said original Rudolph Braxton call 16.0 Acre Tract, 29.96 feet to a 1/2 inch iron pipe set marking the West corner of this tract;

THENCE, North 57deg.42'14" East, parallel to an 30 feet Northwesterly from the Southeast line of said original Rudolph Braxton call 16.0 Acre Tract 692.12 feet to a 1/2 inch iron pipe set for angle point in this line;

THENCE, North 55deg.37'34" East, 203.64 feet to a 1/2 inch iron pipe set marking the North corner of this tract;

THENCE, South 31deg.56'55" East, along the Southwest line of the Jim Harris Tract (Volume 135, Page 115; Deed Records) and the Northeast line of the said original Rudolph Braxton call 16.0 Acre Tract, 37.34 feet to a point for the East corner of this tract;

THENCE, South 57deg.42'14" West, along the Southeasterly line of said original Rudolph Braxton call 16.0 Acre Tract, 895.66 feet to the place of beginning and containing 0.633 Acre of Land.

STATE OF TEXAS
JAMES L. SYPTAK, SR.
4035
REGISTERED PUBLIC SURVEYOR

Signed James L. Syptak Sr.
James L. Syptak, Sr.
Registered Public Surveyor No. 4035

Note: All bearings and distances being surface and based on the Texas Coordinate System, South Central Zone.

EXHIBIT "A"

148/PARCEL3

2200 459

41-1484-A

FILED

'90 APR -3 A10:06

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.

APR 5 1990

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

STATE OF TEXAS :

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND :

AMENDMENT TO AGREEMENT FOR
ADMINISTRATIVE CONSULTANT SERVICES
PHASE 1 - SEWER SYSTEM IMPROVEMENTS

Section 1.

THE COUNTY OF FORT BEND, Texas, hereinafter referred to as the Client, and BRUCE J. SPITZENGEL, Fort Bend County, Sugar Land, Texas, hereinafter referred to as the Consultant, do hereby contract and agree to amend their original contract, as initially executed on June 5, 1989, for the performance of administrative consultant services for Clients 1987 Texas Community Development Program - Community Development Project Fund.

Section 2.

The parties hereto agree to amend the contract identified in Section 1 above by adding to Section III. COMPENSATION AND METHOD OF PAYMENT, the following:

B. For and in consideration of the Items 9 and 10, Client agrees to pay Consultant a fee not to exceed Five Thousand and no cents Dollars ($5,000.00), in accordance with the following schedule. All payments are conditioned upon submission by Consultant of Invoices.

This fee schedule shall be based upon specific actions having been completed, as follows:

9. Contract amendment submitted to the Texas Department of Commerce. $3,000.00
10. Contract amendment approved by the Texas Department of Commerce. $2,000.00

Section 3.

The parties hereto agree that this amendment shall become effective upon approval by Fort Bend County Commissioners' Court.

Section 4.

The parties hereto agree that all of the terms of the contract identified in Section 1 above shall remain in effect and shall continue to govern except to the extent that they conflict with the terms of this amendment.

Section 5.

By the signing of this amendment, the parties hereto expressly understand and agree that this amendment shall become a part of the contract identified above in Section 1 as though it were set forth word for word therein.

WITNESS OUR HANDS EFFECTIVE April 2, 1990.

BRUCE J. SPITZENGEL, CONSULTANT
2906 DEER CREEK DRIVE
SUGAR LAND, TEXAS 77478

BY: Bruce J. Spitzengel
BRUCE J. SPITZENGEL

COUNTY OF FORT BEND
COUNTY COURTHOUSE
RICHMOND, TEXAS 77469

BY: Odie Stavinoha
COUNTY JUDGE

ATTEST:

BY: Dianne Wilson
COUNTY CLERK

26. CONSIDER APPROVAL OF FAIR HOUSING PROCLAMATION FOR FORT BEND COUNTY:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Fair Housing Proclamation for Fort Bend County. (Recorded in minutes in full)

27. CONSIDER ACCEPTING DONATION OF RIGHT-OF-WAY DEED FOR THE BOIS-D-ARC BRIDGE PROJECT FROM HARRISON INTERESTS, LTD. GENERAL PARTNERS, MR. DAN J. HARRISON III & MR. BRUCE F. HARRISON, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept donation of right-of-way deed for the Bois-D-Arc Bridge project from Harrison Interest, LTD General Partners, Mr. Dan J. Harrison III & Mr. Bruce F. Harrison, Pct. 4. (Recorded in minutes in full)

28. CONSIDER LEASE AGREEMENT FOR JAKE DOVE SENIOR CITIZENS SITE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone until written agreement can be prepared subject to approval of all parties involved.

29. AUTHORIZE EMERGENCY TEMPORARY CLOSING OF GEORGE DUTY RD. BETWEEN FM-1462 & BIG ISLAND DUE TO BRIDGE COLLAPSE, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve closing of George Duty Rd. between FM-1964 & Big Island for two weeks, from April 2 thru the 20th.

30. CONSIDER APPROVING BID SPECIFICATIONS FOR COUNTY REDISTRICTING:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve bid specifications for County redistricting as modified by the Court on April 2, 1990. (Recorded in minutes in full)

31. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (EQUIA VS. TOMPKINS, ET AL), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E), VTCS & CONSIDER ACTION:

No action taken.

32. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) CONTRACT FOR COLLECTION SERVICES ON DELINQUENT ACCOUNTS FOR E.M.S. (#90-018); (2) PURCHASE & DELIVERY OF 2 HIGH PRESSURE BLOWERS FOR LANDFILL GAS FLARE SYSTEM (#90-040): (3) ONE OR MORE NEW FULL SIZE UTILITY VEHICLE(S) (CHEVROLET BLAZER, FORD BRONCO OR DODGE RAM CHARGER (390-041); (4) ONE OR MORE NEW FULL SIZE PICKUP TRUCK(S), 10-DAY DEL. (#90-042):

Open bids for contract for collection services on delinquent accounts for E.M.S. (#90-018):

The following bids were presented to Commissioners Court for review.

A) DEBT COLLECTORS INC.

Open bids for purchase & delivery of 2 high pressure blowers for landfill gas flare system (#90-040):

The following bids were presented to Commissioners Court for review.

A) HAROLD O. KNAPE & CO.
B) NEW YORK WILSON AIR MOVING

27 2200 438

9015639

41 1488

RIGHT-OF-WAY DEED WITHOUT WARRANTY

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

HARRISON INTERESTS, LTD. ("Grantor"), a Texas limited partnership, acting herein by and through its General Partners, Dan J. Harrison III and Bruce F. Harrison, have this day donated and by these presents do GIVE and CONVEY unto the County of Fort Bend, State of Texas ("Grantee"), all that certain tract or parcel of land ("Property") in Fort Bend County, Texas, more particularly described in Exhibit A hereto.

This conveyance is made subject to the liens securing payment of ad valorem taxes for the current and all subsequent years, as well as to all easements of record in Fort Bend County, Texas, or visible or apparent on the ground, and all reservations, covenants, conditions, restrictions and outstanding mineral or royalty interests which are in effect and apply to the Property (the "Permitted Exceptions"). Grantee by acceptance of this Deed assumes and agrees to perform all of Grantor's obligations under the Permitted Exceptions and to pay the ad valorem taxes for 1990 and all subsequent years, if any.

Grantor reserves all of the oil, gas, sulphur and other minerals in and under the land herein conveyed that are capable of exploitation or production by methods that do not destroy the surface by means in use at the time of exploitation and production, but waive all rights of ingress and egress to the

return to Elida

surface thereof for the purposes of exploring, developing, mining or drilling for same.

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in any wise belonging unto Grantee and its assigns forever. This Deed is not intended to be a quitclaim deed and is intended to be a conveyance of the Property rather than merely a conveyance of Grantor's interest therein.

Notwithstanding anything herein contained to the contrary, this conveyance is made without warranty of title (whether Statutory, expressed or implied).

It is expressly agreed that title to the Property shall automatically revert to the owner of the "Adjacent Property" whenever same shall be abandoned as a public road; as used herein, the term "Adjacent Property" shall mean the land now owned by Grantor out of which the Property is conveyed that is immediately contiguous to the Property.

IN WITNESS WHEREOF, this instrument is executed on this the 28th day of MARCH, 1990.

HARRISON INTERESTS, LTD.

By Dan J. Harrison III
DAN J. HARRISON III,
General Partner

By Bruce F. Harrison
BRUCE F. HARRISON,
General Partner

Grantee's Address is: Fort Bend County

_____

_____

Attachment:
Exhibit A - Description of Property

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of MARCH, 1990 by DAN J. HARRISON III, General Partner of Harrison Interests, Ltd., a Texas limited partnership, on behalf of said partnership.

(SEAL) MINDY L. KING Notary Public STATE OF TEXAS My Comm. Exp. 02-10-'94

Mindy L King
Notary Public in and for
The State of Texas

My Commission Expires:

_____

_____
Notary's Name - Typed or Printed

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 28th day of MARCH, 1990 by BRUCE F. HARRISON, III, General Partner of Harrison Interests, Ltd., a Texas limited partnership, on behalf of said partnership.

(SEAL) MINDY L. KING Notary Public STATE OF TEXAS My Comm. Exp. 02-10-'94

Mindy L King
Notary Public in and for
The State of Texas

My Commission Expires:

_____

_____
Notary's Name - Typed or Printed

1196S

EXHIBIT "A"

COMMENCING at a one inch iron pipe found at the Northwest corner of a 1.808 acre tract conveyed by Warranty Deed from Annie Boone McJunkin to Dan J. Harrison, Jr., dated January 13, 1962 and recorded in Volume 422, Page 483 of the Deed Records of Fort Bend County, Texas; said 1.808 acre tract lies immediately North and West of said 367.199 acre tract; said one inch iron pipe being also on the East line of a North-South public road (width varies) commonly referred to as Bois D'Arc Lane (Montgomery Road); thence as follows:

South 00° 44' 17" West along the East line of said road a distance of 2,360.59 feet to an angle point;

South 01° 00' 26" East continuing along the East line of said road a distance of 1,357.06 feet to an angle point;

South 02° 22' 56" East continuing along the East line of said road a distance of 227.14 feet to an angle point;

South 01° 35' 57" East along the described West line of said 367.199 acre tract a distance of 117.29 feet to a five-eights inch iron rod with T.H.D. aluminum cap set for the POINT OF BEGINNING of the herein described 0.219 acre parcel;

THENCE NORTH 88° 44' 08" East a distance of 37.38 feet to a five-eighths inch iron rod with T.H.D. aluminum cap set for corner;

THENCE SOUTH 01° 15' 52" East, at 221.01 feet pass a five-eighths inch iron rod with T.H.D. aluminum cap set on the high bank of Cottonwood Bayou (also called Jones Creek), and continuing for a total distance of 285.48 feet to a point for corner at the centerline of said Cottonwood Bayou;

THENCE NORTH 37° 38' 09" West along the centerline of said Cottonwood Bayou a distance of 60.71 feet to a point for corner at the intersection with the described West line of said 367.199 acre tract and the projection of the East line of said Bois D'Arc Lane;

THENCE NORTH 01° 35' 57" West along the described West line of said 367.199 acre tract and the projection of the East line of said Bois D'Arc Lane, at 47.54 feet pass a one inch iron pipe found at a fence corner post at the high bank of said Cottonwood Bayou, and continuing for a total distance of 236.60 feet to the **POINT OF BEGINNING** and containing 0.219 of one acre of land. (All bearings are referenced to the East lines of a 200.013 acre tract as described in a Special Warranty Deed from the Estate of Ella F. Fondren, Deceased, to Highland Management, Inc. dated September 28, 1982 and recorded in Volume 1089, Page 165 of the Official Records of 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.

APR 5 1990

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

FILED

'90 APR -3 A10:06

Diane Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

30
41 1433

INVITATION FOR BIDS
CONTRACT FOR COUNTY REDISTRICTING
CONTRACT EXPIRES: 31 DECEMBER 1992
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 16 - 90	90-039	4 - 2 - 90	1	4

Sealed bids from bidder qualified under rules adopted by Fort Bend County Commissioners Court on March 5, 1990, subject to the Terms and Conditions of this Invitation For Bids, for County Redistricting, as described in 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 16, 1990** 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. 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.

LEGAL NAME OF CONTRACTING COMPANY

CONTACT PERSON'S TYPED NAME | TITLE | PHONE NUMBER

COMPLETE MAILING ADDRESS | CITY AND STATE | ZIP CODE

COMPLETE STREET ADDRESS | CITY AND STATE | ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE 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: _____ DATE

SIGNER'S TYPED NAME | TITLE | PHONE NUMBER

ACCEPTED: _____ DATE
COUNTY JUDGE, FORT BEND COUNTY, TEXAS

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 16 - 90	90-039	4 - 2 - 90	2	4

A. SCOPE:

It is the intent of Fort Bend County to contract for County Redistricting Services as outlined in this invitation to bid.

B. GENERAL:

1. Fort Bend County will provide the following:

   a. Current Key Map of Fort Bend County (1989 edition).
   b. Voter Precinct Street Guide (list of all streets in Fort Bend County by voting precinct).
   c. Current County maps.
   d. Access to all commercial and residential plats.
   e. Access to all maps and materials provided to the County by the Census Bureau.
   f. Count of road miles within each Commissioner's Precinct.
   g. Fort Bend County does not have a computerized mapping system.

2. Information about Fort Bend County:

   a. Fort Bend County encompasses approximately 869 square miles.
   b. There are approximately 231,249 residents living in Fort Bend County.
   c. There are approximately 90,000 registered voters in Fort Bend County.

C. REQUIREMENTS: The successful bidder must:

1227 1. Obtain a copy of all Fort Bend County redistricting submissions from 1982 to present. delete

2. Lobby, in the interest Fort Bend County, in the State Legislature. delete

3. Compare preliminary 1990 population data, as obtained by the Census Bureau, with the present Commissioner's precincts. ~~If the comparison~~ Delete indicates that ~~redistricting is necessary, then~~ a (population and demographic analysis must be prepared and submitted to the Fort Bend County Commissioner's Court.)

4. Provide the Fort Bend County Commissioners Court, County Clerk and County Engineer with the following data concerning the proposed redistricting plan: Co. Attorney

   a. Precinct maps and plans.
   b. State senatorial and state legislative lines, commissioner precinct lines, justice of the peace lines, constable lines and voting precinct lines expressed in lay terms or metes and bounds.
   c. Block ranges, by street, of voting precinct lines.

INITIALS OF BIDDER (IN INK):_____ DATE:_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 16 - 90	90-039	4 - 2 - 90	3	4

5. As final census data becomes available, prepare one or more preliminary plans for redistricting and submit to the Fort Bend County Commissioners Court. The Redistricting plans must meet all constitutional and statutory requirements. The preliminary plan(s) may be subjected to public comment, in the form of one or more public forums held in various geographic areas of the County. The successful bidder, if requested, will consult with ~~the~~ with consent of Commissioner's Court or ~~[illegible]~~ with citizen's groups concerning any part of the redistricting plan.

1910 consent with 2000

6. Prepare a ~~final~~ redistricting plan for the approval of the Fort Bend County Commissioners Court. Should the Court disapprove the ~~final~~ redistricting plan the successful bidder will be responsible for making all necessary alterations to the plan to insure Court approval.

2307 7. Upon approval of Commissioners Court, ~~submit the~~ prepare for submission for redistr. redistricting plan and all necessary maps and other documentation to the U.S. Department of Justice for review, pursuant to the authority of the Voting Rights Act of 1965, as amended and extended. Should the Justice Department require additional information the successful bidder will be responsible for the submission of such documentation. If objections are made to the redistricting plan the successful bidder must be prepared to represent Fort Bend County in all federal litigation and in obtaining a declaratory judgement.

8. Keep the Fort Bend County Commissioners Court ~~constantly~~ appired of the progress of redistr. up-to-date ~~as changes occur~~.

D. GOOD FAITH SECURITY: Delete

Successful bidder must, within ten (10) calendar days after notification of bid award, furnish the Fort Bend County Purchasing Agent with a Good Faith Security in the amount of $1,000.00. Security must be in the form of a Cashier's Check made payable to the order of Fort Bend County.

E. REFERENCES:

All bidders must submit, with bid, a list of at least two (2) references of past or current contracts similar to this contract in nature and size. References must include County Name, Address, City, State, Zip Code, Contact Person and Telephone Number.

F. CONFLICT OF INTEREST:

Bidder's must submit, with bid, a list of State of Texas Counties with whom they have entered into, or intend to enter into, a contract for County Redistricting based upon the 1990 Census. Fort Bend County reserves the right to disqualify any bid submitted by a firm which has entered into, or intends to enter into, a contract with a County adjacent to Fort Bend County.

INITIALS OF BIDDER (IN INK):_____ DATE:_____

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 16 - 90	90-039	4 - 2 - 90	4	4

G. CONTRACT CANCELLATION:

This contract may be cancelled by either party with thirty (30) days written notification.

H. NONAPPROPRIATION:

In the event sufficient funds shall not be appropriated for the payment of this contract during FY-1991 and/or FY-1992, and if Fort Bend County has no funds legally available for payment from other sources, then Fort Bend County may terminate this contract at the end of its Fiscal Year and Fort Bend County shall not be obligated to make payments provided for in this agreement beyond the end of that Fiscal Year. Fort Bend County agrees to deliver notice of such termination at least forty-five (45) days prior to the end of its Fiscal Year.

I. BID PRICE:

1. HOURLY BID PRICE FOR SENIOR ATTORNEY, CLASS 1: $_____.
2. HOURLY BID PRICE FOR JUNIOR ATTORNEYS, CLASS 2: $_____.
3. HOURLY BID PRICE FOR NON-STAFF PERSONNEL, CLASS 3: $_____.
4. HOURLY BID PRICE FOR PARALEGAL TIME, CLASS 4: $_____.
5. HOURLY BID PRICE FOR SECRETARIAL TIME, CLASS 5: $_____.

NOTES:

1. Costs other than those above (maps, etc.) shall not exceed $3,000.00 during the period of this contract. Should additional funding become necessary, separate action by Fort Bend County Commissioners Court shall be required.
2. Itemized invoices are required by the Fort Bend County Auditor to receive payment.

INITIALS OF BIDDER (IN INK):_____ DATE:_____

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990

On this the 2nd day of April, 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

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: _____

CONTRACT FOR COLLECTION SERVICES ON DELINQUENT ACCOUNTS FOR THE
THE FORT BEND COUNTY EMERGENCY MEDICAL SERVICE
BID NUMBER 90-018

32(1)

41 1498

COMPANY
AMCARE AMBULANCE SERVICES, INC
CASH FLOW SYSTEMS
✓DCI Debt collectors Inc.
DEBT COLLECTORS, INC.
EPIC HEALTHCARE GROUP
RICHARD PITRE
TRANSWORLD SYSTEMS, INC.
WALL STREET INTERESTS

32 (2)

41 1499

PURCHASE AND DELIVERY OF TWO (2) HIGH PRESSURE BLOWERS FOR THE FORT BEND COUNTY SANITARY LANDFILL GAS FLARE SYSTEM.
BID NUMBER 90-040.

COMPANY	
AIR MOVING EQUIPMENT COMPANY	
AEROVENT, INC.	
2660 ✓HAROLD O. KNAPE AND COMPANY	48
WASTE ENERGY TECH., INC.	
✓New York Wilson Air	

Open bids for one or more new full size utility vehicle(s) (Chevrolet Blazer, Fort Bronco or Dodge Ram Charger (#90-041):

The following bids were presented to Commissioners Court for review.

A) A.C. COLLINS FOR, INC. (no bid)
B) DUB MILLER FORD (no bid)
C) JOE GRILLO OLDSMOBILE-DODGE
D) LAWRENCE MARSHAL CHEV-OLDS
E) TEXSTAR CHEVROLET (no bid)

Open bid for one or more new full size pickup Truck(s), 10-day DEL. (#90-042):

The following bids were presented to Commissioners Court for review.

A) JOE GRILLO OLDSMOBILE-DODGE
B) LAWRENCE MARSHAL CHEV-OLDS
C) TEXSTAR CHEVROLET (no bid)
D) A.C. COLLINS FOR, INC. (no bid)
E) DUB MILLER FOR (no bid)

33. APPROVE BILLS:

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

34. ADJOURNMENT:

Commissioners Court adjourned Monday, April 2, 1990 at 1:45 p.m.

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE UTILITY VEHCILES
(CHEVROLET BLAZER, FORD BRONCO, OR DODGE RAM CHARGER)
BID NUMBER 90-041

32(3)

41 1501

COMPANY	
✓A.C. COLLINS FORD, INC.	No Bid
BARRETT WHITE GMC TRUCKS	
BECK & MASTEN PONTIAC-GMC, INC.	
BOB MARCO BUICK-GMC-MAZDA	
CHAMPION CHRYSLER PLYMOUTH, INC.	
CHAMPION FORD, INC.	
CHUCK DAVIS CHEVROLET	
CHUCK MILLER FORD, INC.	
CHUCK RATHERT CHEV.	
DAN BOONE CHEVROLET	
DEMONTROND TRUCK CENTER	
✓DUB MILLER FORD	No Bid
EAST BERNARD FORD, INC.	
EXCELLANCE INCORPORATED	
FIRST RESPONSE, INC.	
FRANK GILLMAN PONTIAC CO.	
FRAZER, INC.	
GALLERIA AREA FORD, INC.	
GILMAN DODGE	
GOODSON GMC	
GREENVILLE FORD LINCOLN MERCURY	
GREENVILLE FORD/LINCOLN/MERCURY	
HALL CHEVROLET, INC.	
HELFMAN FORD	
HUBENAK CHEVROLET/PONTIAC	
HUBENAK FORD	
JACK ROACH FORD, INC.	

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE UTILITY VEHCILES
(CHEVROLET BLAZER, FORD BRONCO, OR DODGE RAM CHARGER)
BID NUMBER 90-041

41 1502

COMPANY	
JOE CAMP FORD	
✓JOE GRILLO OLDSMOBILE-DODGE	14,085.80
JOE MYER'S FORD, INC.	
JOE MYERS FORD, INC.	
KINSEL FORD	
KNAPP CHEVROLET, INC.	
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAROCHE CHEVROLET-CADILLAC	
✓LAWRENCE MARSHAL CHEV-OLDS	19,100.00
LES MARKES CHEVROLET MAZDA	
MAC HAIK CHEVROLET/SUBARU	
MAC HIEK FORD	
MACK HAIK PEACOCK CHEVROLET	
METRO FORD TRUCK SALES, INC.	
MILLER CHEVROLET	
MORT HALL FORD	
NOBLE PONTIAC GMC	
NORTHWEST FORD MERCURY DBA MARSHALL FORD	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC.	
✓TEXSTAR CHEVRLOET	NO BID
UNIVERSAL FORD SALES, INC.	
WEST SIDE AUTO SALES	
WESTWAY FORD, INC.	
WORTHINGTON CHEVROLET	

32(4)

PURCHASE OF ONE (1) OR MORE NEW FUL SIZE PICKUP TRUCK(S) (10 DAY DELIVERY)
BID NUMBER 90-042

41 1503

COMPANY	
JOE CAMP FORD	
✓JOE GRILLO OLDSMOBILE-DODGE	13,088.90
JOE MYER'S FORD, INC.	
JOE MYERS FORD, INC.	
KINSEL FORD	
KNAPP CHEVROLET, INC.	
LANDMARK CHEVROLET NORTH	
LANDMARK CHEVROLET/GMC S.W.	
LAROCHE CHEVROLET-CADILLAC	
✓LAWRENCE MARSHAL CHEV-OLDS	$13,375
LES MARKES CHEVROLET MAZDA	
MAC HAIK CHEVROLET/SUBARU	
MAC HIEK FORD	
MACK HAIK PEACOCK CHEVROLET	
METRO FORD TRUCK SALES, INC.	
MILLER CHEVROLET	
MORT HALL FORD	
NOBLE PONTIAC GMC	
NORTHWEST FORD MERCURY DBA MARSHALL FORD	
RUSSELL AND SMITH FORD	
RUSSELL BROS. OF TEXAS	
SOUTHWEST LINCOLN-MERCURY, INC.	
✓TEXSTAR CHEVRLOET	NO BID
UNIVERSAL FORD SALES, INC.	
WEST SIDE AUTO SALES	
WESTWAY FORD, INC.	
WORTHINGTON CHEVROLET	

PURCHASE OF ONE (1) OR MORE NEW FUL SIZE PICKUP TRUCK(S) (10 DAY DELIVERY)
BID NUMBER 90-042

COMPANY
✓ A.C. COLLINS FORD, INC. NO BID
BARRETT WHITE GMC TRUCKS
BECK & MASTEN PONTIAC-GMC, INC.
BOB MARCO BUICK-GMC-MAZDA
CHAMPION CHRYSLER PLYMOUTH, INC.
CHAMPION FORD, INC.
CHUCK DAVIS CHEVROLET
CHUCK MILLER FORD, INC.
CHUCK RATHERT CHEV.
DAN BOONE CHEVROLET
DEMONTROND TRUCK CENTER
✓ DUB MILLER FORD NO BID
EAST BERNARD FORD, INC.
EXCELLANCE INCORPORATED
FIRST RESPONSE, INC.
FRANK GILLMAN PONTIAC CO.
FRAZER, INC.
GALLERIA AREA FORD, INC.
GILMAN DODGE
GOODSON GMC
GREENVILLE FORD LINCOLN MERCURY
GREENVILLE FORD/LINCOLN/MERCURY
HALL CHEVROLET, INC.
HELFMAN FORD
HUBENAK CHEVROLET/PONTIAC
HUBENAK FORD
JACK ROACH FORD, INC.

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 JUNE 11, 19 90.

STARTING WITH
FILM CODE NO. 90Vol.41Pg.1384

ENDING WITH
FILM CODE NO. 90Vol. 41Pg.1504

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 11 DAY OF JUNE, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 1507.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, APRIL 9, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of April 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. Mr. Roman Bohachevsky, County Librarian, re: request to advertise for proposals for new telephone system for George Memorial Library.
7. Consider reappointment of 2 members to Fort Bend Childrens Protective Services Advisory Board.
8. Consider appointment of Commissioners Court member to Fort Bend County Board of Judges' Criminal Justice Council.
9. Consider approval of contract with Hermann Hospital for trauma care for County indigents.
10. Consider accepting Vermont, Myrtle, Maple, Lily, & Mistletoe Streets and Dixie Dr. into the County road maintenance system in Pct. 2.
11. Consider establishing requirements for safe drivers award.
12. Consider including East Bernard Fire Dept. on rotating fund list.
13. Consider application from GTE Southwest to lay cable under/along Berg Ave. and Linda St., Pct. 2.
14. Consider accepting donation of right-of-way from Ms. Sledann West & Mr. Lawrence Roberson for the Wicks Rd. extension project.
15. Consider approval of contract with CAS Engineering for underground storage tank services at Juvenile Probation site.
16. Authorize advertising for bids for rental of stabilizer mixer, Pct. 1.
17. Take action on the following bids: (1) contract for collection services on E.M.S. delinquent accounts (#90-018); (2) purchase & delivery of two high pressure blowers for County landfill gas flare system (#90-040); (3) one or more new full size utility vehicle(s), Chevrolet Blazer, Ford Bronco or Dodge Ram Charger (#90-041); (4) one or more new full size pickup truck(s), 10 day del. (#90-042).
18. Meet in Closed Session to discuss land matters and personnel matters (Sheriff's Dept.), as authorized by Art. 6252-17, Sec. 2(f,g), V.T.C.S, and consider taking action.
19. 2:00 p.m. - Open Bids and approve Order authorizing the issuance of $5,900,000 Fort Bend County, Texas, Permanent Improvement Bonds, Series 1990.
20. Approve bills.
21. Adjournment.

FILED FOR RECORD
TIME 3:20 ~~A.M.~~ P.M.
APR 5 1990
Diane 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, April 5, 1990 at 3:30 p.m. by N. Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 9TH day APRIL, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session 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. APPROVE MINUTES OF MEETINGS OF APRIL 2, 1990:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of April 2, 1990 with corrections to #6 pg. 1.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, to approve line item transfer for EMERGENCY MANAGEMENT. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUEST 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 request for COUNTY LIBRARY, COUNTY ENGINEER, CONSTABLE #2 & #3, DRAINAGE ENGINEER, DISTRICT ATTORNEY, 268TH DISTRICT COURT, JUSTICE OF THE PEACE #4, and EMERGENCY MANAGEMENT. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

None

6. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: REQUEST TO ADVERTISE FOR PROPOSALS FOR NEW TELEPHONE SYSTEM FOR GEORGE MEMORIAL LIBRARY:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone for further review.

7. CONSIDER REAPPOINTMENT OF 2 MEMBERS TO FORT BEND CHILDRENS PROTECTIVE SERVICES ADVISORY BOARD:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to reappoint Flo Berkman and James

41 1509 3

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1990

APR COUNTY AUDITOR

On this the _____ day of _____, 1990, 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 December 11, 1989, the Court heard and approved a budget for the year 1990 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1990, adopted on December 11, 1989.

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)
Materials & Supp. 1000-0046-3000 (Line Item)	7,000.00	5,130.00	(1,870.00)
1000-0046-4010	1,000.00	2,870.00	1,870.00

Department Head: Espelin L Speed Date: 04/03/90

FORT BEND COUNTY

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

41 1510

RECEIVED
APR 6 1990
COUNTY JUDGE

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:

Roman Bohachevsky

DATE OF DEPARTURE: June 21, 1990

DATE OF RETURN: June 25, 1990

DESTINATION: Chicago, Illinois

PURPOSE OF TRIP: American Library ASsociation Conference, to include preconference "Library Furniture, Fixtures & Equipment"

MODE OF TRANSPORTATION: air

****

DEPARTMENT HEAD APPROVAL: Roman S. Bohachevsky
Name & Department

DATE: 4-5-90

Roman S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official [signature]

Date 4/9/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

RECEIVED
APR 6 1990
COUNTY JU

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:

Dwayne G. Grigar

Period: Date of Departure 4/17/90

Date of Return 4/18/90

Purpose of Trip: Attend On-Site Sewerage Facilities Training Course.

Places to be Visited: Conroe - Montgomery County Law Enforcement Complex.

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

Billy W. Eubanks
Name

4/3/90
Date

1st Assistant County Engineer
Title

* *

Approved: Commissioners' Court

County Judge

4/9/90
Date

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

41 1512

FORT BEND COUNTY
TRAVEL AUTHORIZATION

APR 3 1990
COUNTY JU

TO: COMMISSIONERS COURT

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

Sal Gambino

DATE OF DEPARTURE: May 8, 1990

DATE OF RETURN: May 10, 1990

DESTINATION: Arlington, Texas

PURPOSE OF TRIP: Attend Seminar on Traser Use. (Reporting and Subsetting & Organizations interest in customized versions of Traser)

MODE OF TRANSPORTATION: County Vehicle

****

DEPARTMENT HEAD APPROVAL: Ray Breeding, Constable - Pct 2
Name & Department

DATE: 4/02/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 4/9/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1513

COUNTY OF FORT BEND

Travel Authorization

RECEIVED
APR 5 1990
COUNTY JU

TO: COMMISSIONERS' COURT

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

Rob Cook, Constable
Tim Yerrow, Chief Deputy

Period: Date of Departure June 09
Date of Return June 17

Purpose of Trip: Constable & JP Convention

Places to be Visited: Corpus Christi

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

Rob Cook
Name

4-3-90
Date

Constable
Title

* *

Approved: Commissioners' Court

County Judge

4/9/90
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

RECEIVED
APR 2 1990
COUNTY JU

Travel Authorization

TO: COMMISSIONERS' COURT

From: Daniel E. Gerken

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

Period: Date of Departure 4/17/90

Date of Return 4/20/90

Purpose of Trip: Attend Texas Floodplain Management Association Conference in San Antonio, TX

Places to be Visited: conference

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

X Daniel E. Gerken
Name Daniel E. Gerken

3/29/90
Date

Drainage Dist. Mgr/Eng
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/9/90
Date

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

41 1515

FORT BEND COUNTY
TRAVEL AUTHORIZATION

APR 4 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Sam W. Dick

DATE OF DEPARTURE: May 2, 1990

DATE OF RETURN: May 6, 1990

DESTINATION: Hollywood, Florida

PURPOSE OF TRIP: Executive Policy Workshop on Juvenile Prosecution - NDAA

MODE OF TRANSPORTATION: Airline

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Criminal Dist. Atty.
Name & Department

DATE: 4-2-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 4/9/90

(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

RECEIVED
APR 4 1990
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

Brady G. Elliott

Period: Date of Departure May 9, 1990

Date of Return May 11, 1990

Purpose of Trip: Judicial Conference

Places to be Visited: Huntsville, Texas

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

Brady G. Elliott
Name

April 2, 1990
Date

Judge, 268th District Court
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

4/9/90
Date

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

41 1517

RECEIVED
APR 3 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Judge James C. Adolphus

Period: Date of Departure April 16,1990

Date of Return April 18,1990

Purpose of Trip: Tyler Inquest Conference

Places to be Visited: Tyler , Texas

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

Name

3-30-90
Date

Justice of the Peace
Title

* *

Approved: Commissioners' Court

County Judge

4/9/90
Date

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

41 1518

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
APR 2 1990
COUNTY JUDGE

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: May 10, 1990 p.m.

DATE OF RETURN: May 13, 1990 p.m.

DESTINATION: Emmitsburg, Maryland

PURPOSE OF TRIP: To attend Special Workshop at Emergency Management Institute

MODE OF TRANSPORTATION: Commercial Airline and Rent Car

****

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

DATE: 03/29/90

Melvin L Speed
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

AS PER ORIGINAL #6

Fort Bend County Library System

41 1519

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

April 3, 1990

Honorable Jodie E. Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Gentlemen:

I would like to appear before you on Monday, April 9, 1990 to request permission to issue a "Request For Proposals" for a new telephone system at the George Memorial Library.

Last summer, during budget hearings for the Library, several of you recommended that we fund a new telephone system out of Library Bond funds, if they pass. The Bond Election was successful and we are now prepared to move forward.

We need to replace the 4-year old GTE system presently used at the George Memorial Library. There have been many problems: direct inward dialing is not possible; the system is fragile and sensitive; it is difficult to use by staff; changes in extensions and other simple changes must be performed by a service man; ours is one of only 2 systems installed in the Houston metro area and good service is increasingly difficult to get; and the system is obsolete with no hope of technical upgrades.

A rough estimate of the cost of a new telephone system is $40-$45,000. The Bond funds available for the 1st phase of George Memorial Library renovations is $340,000 so we have adequate funding for this project.

I hope you will agree to advertise a "Request For Proposals" for a new telephone system at the George Memorial Library so that we can have a good basis for communication as our library system grows.

Sincerely,

Roman S. Bohachevsky

Roman S. Bohachevsky

RSB/dmf

1001 Golfview • Richmond, Texas 77469-5141 • 713-342-4455

Boland to serve on the Fort Bend Childrens Protective Services Advisory Board. (Recorded in minutes in full)

8. CONSIDER APPOINTMENT OF COMMISSIONERS COURT MEMBER TO FORT BEND COUNTY BOARD OF JUDGES' CRIMINAL JUSTICE COUNCIL:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to appoint Alton Pressley to serve on the Fort Bend County Board of Judges' Criminal Justice Council. (Recorded in minutes in full)

9. CONSIDER APPROVAL OF CONTRACT WITH HERMAN HOSPITAL FOR TRAUMA CARE FOR COUNTY INDIGENTS:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept contract with Herman Hospital for trauma care for county indigents as follows, effective February 1, 1990 to January 31, 1992:

Inpatient Care - 72% of set charges
Outpatient Care - 72% of set charges

10. CONSIDER ACCEPTING VERMONT, MYRTLE, MAPLE, LILY & MISTLETOE STREETS AND DIXIE DR. INTO THE COUNTY ROAD MAINTENANCE SYSTEM IN PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept the following streets into the county road maintenance system in Precinct #2. (Recorded in minutes in full)

Dixie Circle (Vallet subd.)	2,520.6	ft.
Maple Street	1,050	ft.
Myrtle Street	1,050	ft.
Lily Street	800	ft.
Mistletoe Street	800	ft.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone acceptance of Vermont Street at the request of the County Engineer.

11. CONSIDER ESTABLISHING REQUIREMENTS FOR SAFE DRIVERS AWARD:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone for further study.

12. CONSIDER INCLUDING EAST BERNARD FIRE DEPT. ON ROTATING FUND LIST:

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to deny inclusion of East Bernard Fire Department on rotating fund list as requested by Gary Tilton, Fire Marshall. (Recorded in minutes in full)

13. CONSIDER APPLICATION FROM GTE SOUTHWEST TO LAY CABLE UNDER/ALONG BERG AVE. AND LINDA ST., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application from GTE Southwest to lay cable under/along Berg Ave. and Linda St., Pct. 2. (Recorded in minutes in full)

AGENDA ITEM 7

41 1521

Texas Department of Human Services

COMMISSIONER
Ron Lindsey

BOARD MEMBERS
Rob Mosbacher
Chairman, Houston
Maurice L. Barksdale
Arlington
David Herndon
Austin
Glenn McMennamy
Amarillo
Ida K. Papert
Dallas
Louis P. Terrazas
San Antonio

March 26, 1990

Honorable Judge Jodie E. Stavinoha & Commissioners
Fort Bend County Commissioner's Court
P.O. Box 368
Jane Long Annex
Richmond, TX 77469

Dear Judge Stavinoha and Commissioners:

According to the Constitution and By-Laws of Fort Bend County Children's Protective Services, the Advisory Board is to be comprised of ten to fifteen members. At the present time ten members comprise the Board. I am proposing that the following persons be considered for re-appointment for Board Membership:

1. Mrs. Flo Berkman - Ms. Berkman is the former Board President, continues to be active in Board projects and functions. She has given a great deal of her time and energy to working on behalf of abused and neglected children.

2. Dr. James Boland, M.D. - Dr. Boland is the former Vice-President, presently serving as Board President. Dr. Boland has been actively involved with issues pertaining to Children's Protective Services on the State level. He is a very dedicated individual, who would bring a great deal of knowledge on issues pertaining to children to the Board.

Thank you for your consideration of these two individuals. I feel that their re-appointment to the Board will serve to enhance its functioning.

Sincerely,

John C. Rogers, Jr.
Secretary Fort Bend County Children's
Protective Services Board

RECEIVED
MAR 2 3 1990
COUNTY JUDGE

JCR/lig

cc: James Boland, M.D.
President
Ft. Bend County C.P.S. Board

AGENDA ITEM 8

41 1522

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

March 5, 1990

The Honorable Jodie E. Stavinoha
County Judge of Fort Bend County
Fort Bend County Courthouse
Richmond, Texas 77469

Dear Judge Stavinoha:

The Board of Judges of Fort Bend County is forming a Community Justice Council as directed by the Texas Code of Criminal Procedure, Article 42.131. A copy of that section is enclosed for your information. As you can see, a representative of your body is to be a member of the Council.

Please forward to the Board of Judges, at the above address, the name of your representative to serve on the Council. That person will become an official voting member of the Council. The designation will be non-revokable for one year unless a newly-elected official of that office is elected and assumes office during the term.

Please send your written response by April 15, 1990. Once all confirmations are received, a meeting will be scheduled to outline the responsibilities of the Council. Any questions may be directed to Mr. Al Dobson, Director of the Department of Community Supervision and Corrections at (713) 342-2761.

Thank you for your prompt attention to this request.

Very truly yours,

T. O. Stansbury
Administrative Judge

TOS/gwb

RECEIVED
MAR 1990

Cross References

County acquisition of land and facilities for lease to public or private entities, see Vernon's Ann.Civ.St. art. 725d.

County correctional centers, see V.T.C.A. Local Government Code § 351.181 et seq.

Notes of Decisions

In general 1
Terms of office 2
Validity ½

½. Validity

By virtue of the enrolled bill doctrine, Acts 1985, 69th Leg., ch. 801 which adds three new members to the Texas Adult Probation Commission, is a valid enactment. Op.Atty.Gen.1986, No. JM-433.

1. In general

Texas Adult Probation Commission does not have authority under present law to provide financial assistance to pretrial release programs. Op.Atty.Gen.1978, No. H-1283.

Judicial districts are not authorized to use state aid obtained under this article to purchase land or buildings in which to house community-based correctional programs and services. Op. Atty.Gen.1983, No. JM-3.

2. Terms of office

Under former art. 42.121 (see, now, this article) the terms of office of the initial appointees to the Texas Adult Probation Commission commenced on June 10, 1977, the terms of office of the next succeeding appointees commenced, or will commence, two, four, and six years after that date, and extend for six years, and both initial and succeeding appointees serve until their successors are appointed. Op.Atty.Gen. 1981, No. MW-355.

Art. 42.131. Community Supervision and Corrections Departments

Definitions

Sec. 1. In this article:

(1) "Board" means the Texas Board of Criminal Justice.

(2) "Council" means a community justice council.

(3) "Department" means a community supervision and corrections department established under this article.

(4) "Division" means the community justice assistance division of the board.

Establishment of Departments

Sec. 2. (a) The district judge or district judges trying criminal cases in each judicial district in the state shall establish a community supervision and corrections department and employ district personnel as may be necessary to conduct presentence investigations and risk assessments, supervise and rehabilitate probationers, enforce the terms and conditions of probation, and staff community corrections facilities. Both the district judges trying criminal cases and the judges of statutory county courts trying criminal cases are entitled to participate in the management of the department.

(b) If two or more judicial districts serve a county, or a district includes more than one county, one department shall serve all courts and counties in the district. However, the board may adopt rules to allow more than one department in a judicial district that includes more than one county if providing more than one department will promote administrative convenience or economy or improve services. The board may adopt rules allowing departments to contract with one another for services and facilities.

Community Corrections Facilities; Community Justice Council

Sec. 3. (a) Subject to Subsection (b) of this section, a department, county, municipality, or any combination involving more than one of those entities may establish community corrections facilities of the types described by Section 5, Article 42.13, of this code. A department, county, municipality, or combination involving more than one of those entities is specifically encouraged to purchase or enter into contracts for the use of abandoned or underutilized public facilities, such as rural hospitals, for the purpose of providing treatment facilities. The division may make grants to departments that use abandoned or underutilized facilities described by this subsection.

(b) As a prerequisite to establishing a community corrections facility under this section or a county correctional center under Subchapter H, Chapter 351, Local Government Code,[1] a community justice council must be established by the district judge or judges,

AS PER ORIGINAL

unless a board or council exists in the community on the effective date of this section that performs duties substantially similar to those imposed on a community justice council under this section. The council shall provide continuing policy guidance and direction for the development of criminal justice plans and community corrections facilities and programs. A council should consist of the following persons or their designees:

(1) a sheriff of a county to be served by the facility, chosen by the sheriffs of the counties to be served by the facility;

(2) a county commissioner or a county judge from a county to be served by the facility, chosen by the county commissioners and county judges of the counties to be served by the facility;

(3) a city council member of the most populous municipality in a county to be served by the facility, chosen by the members of the city councils of cities to be served by the facility;

(4) not more than two state legislators elected from a county to be served by the facility, chosen by the state legislators elected from the counties to be served by the facility;

(5) the presiding judge from a judicial district to be served by the facility, chosen by the district judges from the judicial districts to be served by the facility;

(6) a judge of a statutory county court exercising criminal jurisdiction in a county to be served by the facility, to be chosen by the judges of statutory county courts with criminal jurisdiction in the counties to be served by the facility;

(7) a county attorney with criminal jurisdiction from a county to be served by the facility, chosen by the county attorneys with criminal jurisdiction from the counties to be served by the facility;

(8) a district attorney or criminal district attorney from a judicial district to be served by the facility, chosen by the district attorneys or criminal district attorneys from the judicial districts to be served by the facility; and

(9) an elected member of the board of trustees of an independent school district in a county to be served by the facility, chosen by the members of the boards of trustees of independent school districts located in counties to be served by the facility.

(c) The community justice council should appoint a community justice task force to provide support staff for the development of a community justice plan. The task force may consist of any number of members, but should include:

(1) the county or regional director of the Texas Department of Human Services with responsibility for the area to be served by the facility;

(2) the chief of police of the most populous municipality to be served by the facility;

(3) the chief juvenile probation officer of the juvenile probation office serving the most populous area to be served by the facility;

(4) the superintendent of the most populous school district to be served by the facility;

(5) the supervisor of the Department of Public Safety region closest to the facility, or the supervisor's designee;

(6) the county or regional director of the Texas Department of Mental Health and Mental Retardation with responsibility for the area to be served by the facility;

(7) a substance abuse treatment professional appointed by the Council of Governments serving the area to be served by the facility;

(8) the department chief of the department to be served by the facility;

(9) the local or regional representative of the Board of Pardons and Paroles Division with responsibility for the area to be served by the facility;

(10) the representative of the Texas Employment Commission with responsibility for the area to be served by the facility;

(11) the representative of the Texas Rehabilitation Commission with responsibility for the area to be served by the facility;

(12) a licensed attorney who practices in the area to be served by the facility and whose practice consists primarily of criminal law; and

(13) a court administrator, if one serves the area to be served by the facility.

9

AGENDA ITEM

41 1525

A G R E E M E N T

HOSPITAL

Hermann Hospital agrees to provide hospital/TRAUMA services to the Fort Bend County screened eligible recipients of the Fort Bend County Indigent healthcare Program. The Hospital agrees to include eligible recipients in its utilization review process while the patient is hospitalized.

FORT BEND COUNTY

Fort Bend County Indigent Healthcare Program agrees to reimburse Hermann Hospital for Fort Bend County screened eligible recipients at the following rates:

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

TERM

This Agreement will be effective February 1, 1990 through January 31, 1991.

APPROVED:

Jeptha W. Dalston
President and Chief Executive Officer

4/2/90
Date

Jodie E. Stavinoha
County Judge, Fort Bend County

Date

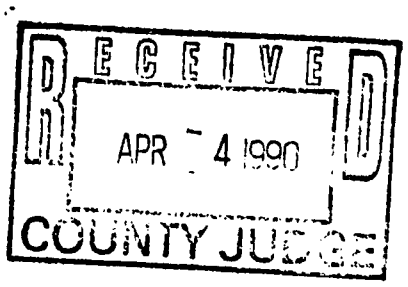
4-9-90

9

41 1526

HERMANN

March 29, 1990



The Honorable Jodie E. Stavinoha
County Judge - Fort Bend County
Post Office Box 368
Richmond, Texas 77469

Dear Judge Stavinoha:

I would like to thank you, Commissioner Bob Lutts and J. R. Hardin for spending time with Helen Scheutz and myself on March 8, 1990 to discuss trauma support for Fort Bend County. Hermann Hospital wants to help Fort Bend County in anyway that we can; however, the economics of trauma care are such that neither Fort Bend County nor Hermann can afford to provide as comprehensive a program as we would like.

As a start Hermann would like to pursue the contract for Fort Bend County eligibles. Enclosed is a copy of a contract between Hermann Hospital and Fort Bend County patterned after the Polly Ryon Hospital Agreement. By means of this contract Hermann Hospital will provide care to Fort Bend County's screened, eligible recipients. Our staff here will work in close cooperation with J. R. Hardin, the County eligibility workers and with staff at Polly Ryon Hospital to make this program work to benefit your eligible residents.

Hermann would like to pursue agreements in two (2) other areas. We would like to sign a contract to provide care to SLIAG eligible patients who are residents of Fort Bend County. It is our understanding that Fort Bend County could pay Hermann for care provided and could then be reimbursed in full from the Federal SLIAG funds. I would like to work with JR to discuss this funding area in further detail.

Of the ideas we discussed with you, the program that could provide the most assistance to Fort Bend County residents and to Hermann would be the development of a Trauma Assistance pool. The evening before our meeting a four (4) year old child had been involved in a traffic accident. Hermann Life Flighted the child that night recognizing that it was at risk for funding of care. Many time in recent weeks, emergency situations have occurred where the economics of the situation has impacted care delivery. Under a Trauma Assistance Program, the County would define a category of Fort Bend County residents. For Fort Bend County residents in this category Hermann would agree to provide full trauma support which would include air or land transport twenty-

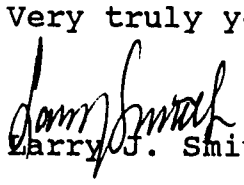
Hermann Hospital
Texas Medical Center
6411 Fannin
Houston, Texas 77030-1501
713-797-4011
Affiliated with The University of Texas Medical School at Houston

fours (24) hours per day from a Fort Bend location to Hermann and tertiary services at Hermann without concern over pre-determination of eligibility for coverage. To provide coverage a sum of money ($200,000-$300,000) would be set aside by Fort Bend County. This fund would be drawn against if Fort Bend County and Hermann eligibility workers are unable to find alternative sources of payment (Medicaid, Workers Compensation, etc.) If this fund is depleted, the County would have the option to replenish the fund, change the size of the eligibility group or abolish the program. I hope that you can find a way within budget constraints to fund this type of program.

We are following up directly with the HGAC. Your support with this group in the future will be greatly appreciated.

Hermann Hospital would like to provide a full range of medical services to augment those services that are not available within Fort Bend County. By first designing programs for Fort Bend eligibles, SLIAG covered residents and special "at risk" groups, much can be done to address the most pressing medical needs of your residents.

Very truly yours,



Larry J. Smith

LJS/nep

cc: J. W. Dalston, Ph.D.
T. K. Satterwhite, M.D.
B. Lutts
J. R. Hardin

AGREEMENT

HOSPITAL

Hermann Hospital agrees to provide hospital TRAUMA services to the Fort Bend County screened eligible recipients of the Fort Bend County Indigent healthcare Program. The Hospital agrees to include eligible recipients in its utilization review process while the patient is hospitalized.

FORT BEND COUNTY

Fort Bend County Indigent Healthcare Program agrees to reimburse Hermann Hospital for Fort Bend County screened eligible recipients at the following rates:

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

TERM

This Agreement will be effective February 1, 1990 through January 31, 1991.

APPROVED:

Jeptha W. Dalston
President and Chief Executive Officer

4/2/90
Date

Jodie E. Stavinoha
County Judge, Fort Bend County

4/9/90
Date

#10

COUNTY OF FORT BEND

41 1529

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

AS PER ORIGINAL

April 6, 1990

Commissioner Ben Denham
Fort Bend County Precinct 2
P. O. Box 249
Fresno, TX 77545

Re: Dixie Circle - Vallet Subdivision - Needville

Dear Commissioner Denham:

The length of Dixie Circle to be considered on April 9, 1990, for being accepted into the County Road Maintenance System is
as follows:

Street Name	Feet	Miles	Begin	End
Dixie Circle	2,520.6	0.477	F.M. #360	F.M. #360

If you have any quesitons or comments regarding this matter, please contact me.

Sincerely,

Gene Freund/mk

Gene Freund, P.E., R.P.S.
Assistant County Engineer

GF/mk

cc: file

41 1530

COUNTY OF FORT BEND

Engineering Department AS PER ORIGINAL

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

April 6, 1990

Commissioner Ben Denham
Fort Bend County Precinct 2
P. O. Box 249
Fresno, TX 77545

Re: Myrtle, Maple, Lily & Mistletoe Streets

Dear Commissioner Denham:

The length of Myrtle, Maple, Lily and Mistletoe Streets to be considered on April 9, 1990, for being accepted into the County Road Maintenance System are as follows:

Street Name	Feet	Miles	Begin	End
Maple St.	1,050	0.199	Lily St.	Brazoria Co. Line
Myrtle St.	1,050	0.199	Lily St.	Brazoria Co. Line
Lily St.	800	0.152	Renfrow-Burford	Redwood
Mistletoe St.	800	0.152	Renfrow-Burford	Redwood

If you have any quesitons or comments regarding this matter, please contact me.

Sincerely,

Gene Freund/mk

Gene Freund, P.E., R.P.S.
Assistant County Engineer

GF/mk

cc: file

Airiland St.
#10
2203 105
41 1531

9017793

RIGHT-OF-WAY GRANT

GILBERT VALLET, SR., ET AL
TO
FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS *
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND *

That we, Gilbert Vallet, Sr. and wife, Ruth Vallet, Gilbert Vallet, Jr., joined pro forma by his wife, Corlis Vallet, Karen Vallet Meduna LaRose, joined pro forma by her husband, Jim LaRose, and Christopher Elmore of the County of Fort Bend, State of Texas, for and in consideration of establishing and maintaining a Public Road or road ditch over and across the land hereinafter described, and subject to the reservation hereinafter made, 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:

A field note description of a 60 foot wide road over, through and across a 31.10 acre tract of land, being 3.5724 acres of land, and being a portion of the northeast 1/4 of the H. & T. C. R.R. Company Survey, Section 20, in the W. F. Abendroth Survey, Abstract 495, Fort Bend County, Texas, and more particularly described in "Exhibit A" hereto attached and made a part hereof.

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 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 said right-of-way grant.

Ret to Elida
CCM 4-9-90

2203 106

41 1532

WITNESS OUR HANDS, this 6th day of April, 1990.

Gilbert Vallet Sr.
Gilbert Vallet, Sr.

Ruth Vallet
Ruth Vallet

Gilbert Vallet Jr.
Gilbert Vallet, Jr.

Corlis Vallet
Corlis Vallet

Karen Vallet Meduna LaRose
Karen Vallet Meduna LaRose

Jim LaRose
Jim LaRose

Christopher Elmore
Christopher Elmore

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

This instrument was acknowledged before me on the 6th day of April, 1990, by Gilbert Vallet, Sr. and wife, Ruth Vallet.

BARBARA GIBSON
Notary Public, State of Texas
My Commission Expires 9-30-92

Barbara Gibson
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

This instrument was acknowledged before me on the 6th day of April, 1990, by Gilbert Vallet, Jr. and wife, Corlis Vallet.

KAREN HAYNIE
Notary Public, State of Texas
My Commission Expires
JANUARY 30, 1991.

Karen Haynie
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

This instrument was acknowledged before me on the 6th day of April, 1990, by Karen Vallet Meduna LaRose, and husband, Jim LaRose.

KAREN HAYNIE
Notary Public, State of Texas
My Commission Expires
JANUARY 30, 1991.

Karen Haynie
NOTARY PUBLIC, STATE OF TEXAS

Address of Grantee: Fort Bend County, Texas

Return to: Neal Kalinowski
1821 Mons Avenue,
Rosenberg, Texas, 77471

CHARLIE KALKOMEY SURVEYING, INC.

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

1815 MONS AVENUE
ROSENBERG, TEXAS 77471
(713) 342-2033

FIELD NOTES FOR A 60 FOOT WIDE ROAD OVER THROUGH AND ACROSS A 31.10 ACRE TRACT OF LAND BEING A PORTION OF THE NORTHEAST 1/4 OF THE H. & T. C. R.R. COMPANY SURVEY SECTION 20, IN THE W. F. ABENDROTH SURVEY, ABSTRACT 495, FORT BEND COUNTY, TEXAS.

COMMENCING at the East corner of said H. & T. C. R.R. Company Survey Section 20, said point being in the intersection of F.M. Highway 360 and Williams School Road;

THENCE South 45 degrees 05 minutes 33 seconds West along the Southeast line of said Section 20, as located in Williams School Road, 40.38 feet to a point on said line;

THENCE North 44 degrees 56 minutes 50 seconds West, 39.88 feet to an Iron Pipe found at the East corner of said 31.10 Acre Tract of land;

THENCE continuing North 44 degrees 56 minutes 50 seconds West along the Northeast line of said 31.10 Acre Tract, same being the Southwest line of said W. F. Abendroth Survey, Abstract 495, 263.62 feet to an Iron Pipe found on said line for the most East corner and the Place of Beginning of the herein described 60 foot wide road;

THENCE South 45 degrees 05 minutes 33 seconds West along a line being the Southeast line of the herein described road, 926.80 feet to an Iron Pipe found at the beginning of a 50 foot radius cul-de-sac;

THENCE around the arc of said 50 foot radius cul-de-sac with a central angle of 196 degrees 13 minutes 14 seconds, a radius of 50.00 feet, and an arc length of 171.23 feet to the point of tangency of said arc;

THENCE North 44 degrees 56 minutes 50 seconds West, 507.22 feet to an Iron Pipe found at the beginning of a 50 foot radius cul-de-sac to the right;

THENCE around the arc of said 50 foot radius cul-de-sac with a central angle of 196 degrees 18 minutes 00 seconds, a radius of 50.00 feet, and an arc length of 171.30 feet to an Iron Pipe found at the point of tangency of said arc;

THENCE North 45 degrees 05 minutes 33 seconds East, 926.80 feet to an Iron Pipe found on the Southwest line of F. M. Highway 360 for corner;

THENCE South 44 degrees 56 minutes 50 seconds East along the Southwest line of F. M. Highway, 360 60.00 feet to a point on said line for corner;

THENCE South 45 degrees 05 minutes 33 seconds West, 936.80 feet to an Iron Pipe for a reentry corner to the herein described 60 foot wide road;

THENCE South 44 degrees 56 minutes 50 seconds East, 527.22 feet to an Iron Pipe for a reentry corner to the herein described 60 foot wide road;

THENCE North 45 degrees 05 minutes 33 seconds East, 936.80 feet to an Iron Pipe on the Southwest line of F. M. Highway 360 for corner;

EXHIBIT "A"

FIELD NOTES - 60 FT. WIDE ROAD (cont.)

THENCE South 44 degrees 56 minutes 50 seconds East along the Southwest line of F. M. Highway 360, 60.00 feet to the Place of BEGINNING and containing an area of 3.5724 acres of land, more or less.

STATE OF TEXAS
CHARLIE KALKOMEY
1399
REGISTERED PUBLIC SURVEYOR

Charlie Kalkomey

Charlie Kalkomey, RPS
Texas Registration No. 1399
November 1, 1988

Job No. 755-01-FB

FOR IDENTIFICATION:

Gilbert Vallet Sr.
Gilbert Vallet, Sr.

Ruth Vallet
Ruth Vallet

Gilbert Vallet Jr.
Gilbert Vallet, Jr.

Corlis Vallet
Corlis Vallet

Karen Vallet Meduna LaRose
Karen Vallet Meduna LaRose

Jim LaRose
Jim LaRose

Christopher Elmore
Christopher Elmore

2203 110

41 1536

THE STATE OF TEXAS *

COUNTY OF FORT BEND *

This instrument was acknowledged before me on the 6th day of April, 1990, by Christopher Elmore.

BARBARA GIBSON
Notary Public, State of Texas
My Commission Expires 9-30-92

Barbara Gibson
NOTARY PUBLIC, STATE OF TEXAS

FILED

'90 APR 12 P3:23

Diane 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.

APR 17 1990

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

12

AGENDA ITEM

41 1537

April 2, 1990

RECEIVED
APR 4 1990
COUNTY JUDGE

Honorable Judge Jodie Stavinoha
and Commissioner's Court
Fort Bend County, Texas

Dear Sirs:

At the February meeting of the Fort Bend County Fire Fighters Association, County Fire Marshal, Gary Tilton, brought an issue before the body referencing East Bernard Fire Department and the rotation fund. He stated that he had requested to the Court that East Bernard be placed on the rotation fund. He further stated Commissioners Court tabled this motion until the Fire Fighters Association could act upon it.

At our February meeting, a motion was made, seconded, and unanimously passed that requested to Commissioners Court that East Bernard be placed on the rural fire run budget rotation fund. There was a delay in writing this letter to make sure that everyone was in the same accord.

At our March meeting, no one spoke out in opposition to East Bernard being on the rotation fund. Therefore, at this time, I would like to request of the Court to place East Bernard on the rotation fund, using the schedule that was previously approved by the Court, which stated that any department being approved by Commissioners Court for the rotation fund between January 1st and June 30th, will be placed in the #1 position the following year.

If you have any questions, please feel free to contact me.

Sincerely,

Rex Havron

Rex Havron
President
Fort Bend County Fire Fighters Association

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 9th day of April, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of GTE Southwest, Inc. Dated 3/28/90, Bond No. 8-27-81, Permit No. 81150 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Linham, seconded by Commissioner Letts, 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.

41 1539

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Olida Kosler
Deputy

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

mailed 4-19-90

Appl. # 81150

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

3-30-90
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

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

8/3/87

41 1541

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81150

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 Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Berg Ave.	423' South of Hwy 6	40'	X			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Linda St.	Starting at Hwy 6 & Linda Street	South side of Berg	465'
Berg Ave.	EAST R.O.W. OF LINDA STREET AT BERG AVE.	120' EAST OF EAST R.O.W OF LINDA ST AT BERG AVE	120'

General Description

Beginning at intersection of Hwy 6 & Linda 6 feet off R.O.W. of Linda at 30 inch depth. Boring under Berg turning east for 120 feet and ending at this point.

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:

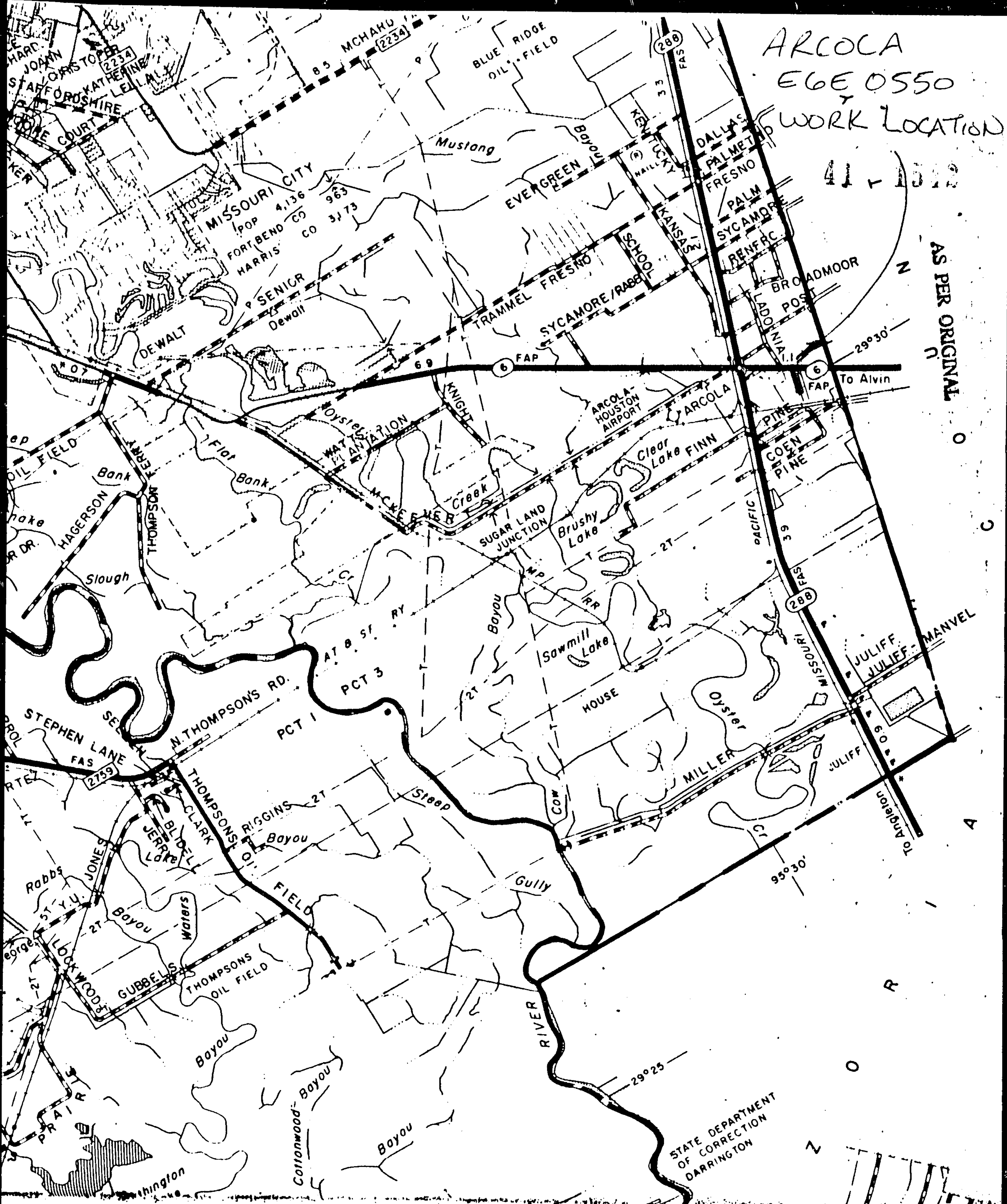
Jacob VanRamshorst
(Signature)

NAME & TITLE Jacob VanRamshorst
Senior Engineer
(Please Print)

DATE: March 28, 1990
ADDRESS: P. O. Box 1488
(Street/P.O. Box)

Stafford, Texas 77497
City State Zip
TELEPHONE NO: 713/499-3570

5404-6E0550



ARCOCA
E6E 0550
WORK LOCATION
AS PER ORIGINAL
MISSOURI CITY
POP 4,136
FORT BEND CO 963
HARRIS CO 3,173
MCHARD
2234
BLUE RIDGE OIL FIELD
Mustang
Bayou
EVERGREEN
TRAMMEL FRESNO
SYCAMORE/RABB
SCHOOL
KENTUCKY
KANSAS
DALLAS
PALMETTO
FRESNO
PALM
SYCAMORE
RENFRO
BROADMOOR
POST
LADONIA
288
FAS
33
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FAP
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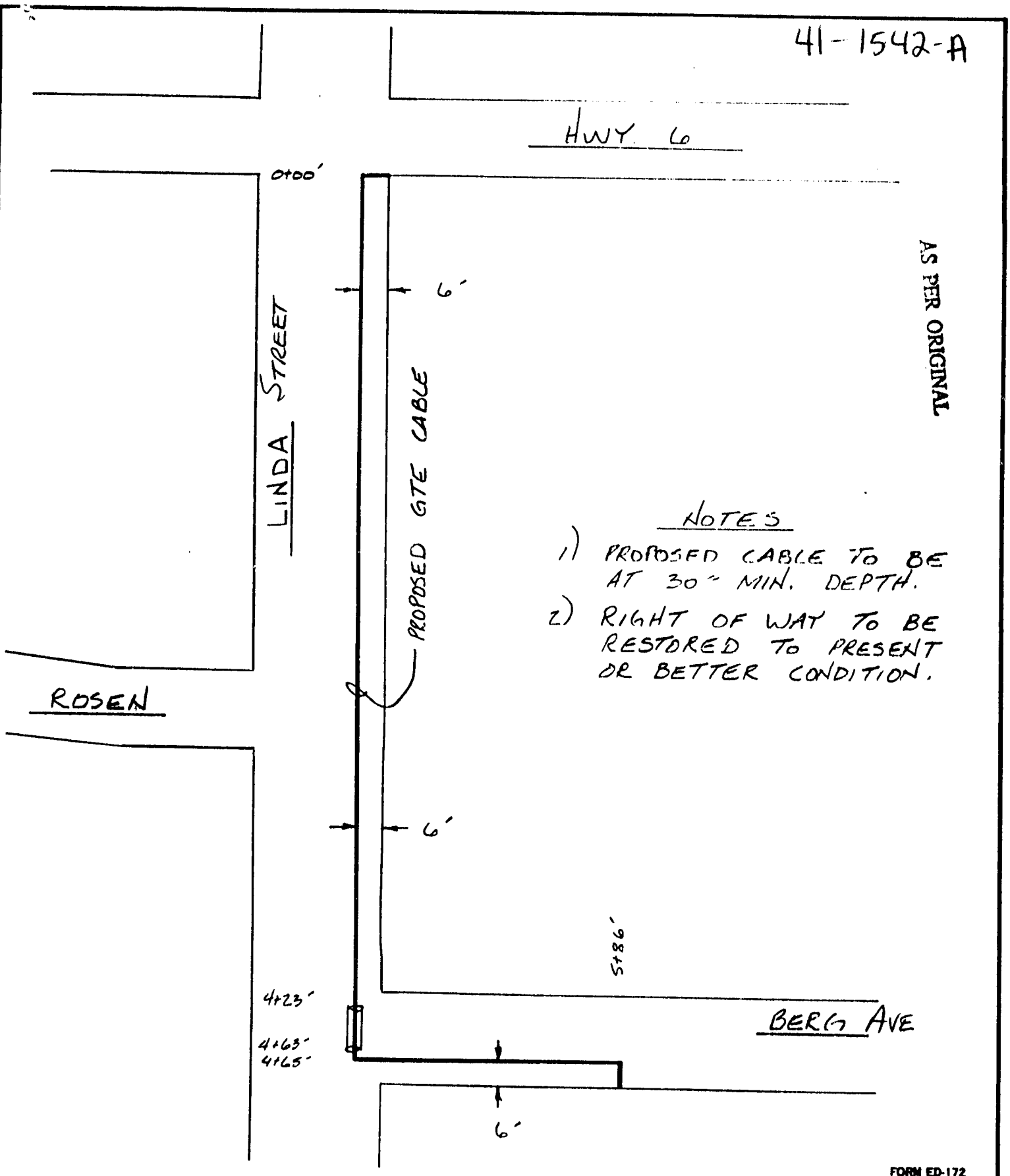
To Alvin
29°30'
SENIOR
Dewalt
DEWALT
ARCOLA-HOUSTON AIRPORT
ARCOLA
PINE
COEN
FINN
Clear Lake
KNIGHT
Oyster
WATTS PLANTATION
MCKEEVER
Creek
SUGAR LAND JUNCTION
Brushy Lake
Flat
Bank
OIL FIELD
HAGERSON
THOMPSON FERRY
Slough
PACIFIC
39
MISSOURI
MP RR
Sawmill Lake
HOUSE
JULIFF
JULIFF-MANVEL
MILLER
60
To Angleton
95°30'
AT & SF RY
PCT 3
PCT 1
N. THOMPSON'S RD.
STEPHEN LANE
FAS 2759
THOMPSONS
CLARK
BLIDELL
JERRY
Lake
RIGGINS
Bayou
Steep
Gully
Cow
FIELD
JONES
Rabbs
Y.U.
Waters
LOCKWOOD
GUBBELS
THOMPSONS OIL FIELD
RIVER
29°25
Cottonwood Bayou
PRAIRIE
STATE DEPARTMENT OF CORRECTION DARRINGTON
N O R I A C O N

41-1542-A



AS PER ORIGINAL

NOTES

1) PROPOSED CABLE TO BE AT 30" MIN. DEPTH.

2) RIGHT OF WAY TO BE RESTORED TO PRESENT OR BETTER CONDITION.

FORM ED-172
(REV. 6-78)

AREA GULF COAST
TAX DIST. 41233
ENGR'D BY PM DATE 3-26-90
DRAWN BY PM DATE 3-26-90
APPROVED BY JTR DATE 3-26-90
REVISED BY _____ DATE _____
SCALE NTS

GENERAL TELEPHONE COMPANY
OF THE SOUTHWEST

LOCATION ARCOLA, TX.-5464
DESCRIPTION COUNTY PERMIT

SHEET 1 OF 1
W. O. NO. E6E0550

14. CONSIDER ACCEPTING DONATION OF RIGHT-OF-WAY FROM MS. SLEDANN WEST AND MR. LAWRENCE ROBERSON FOR THE WICKS RD. EXTENSION PROJECT:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept donation of right-of-way from Ms. Sledann West and Mr. Lawrence Roberson for the Wicks Rd. extension project at no cost to the county. (Recorded in minutes in full)

15. CONSIDER APPROVAL OF CONTRACT WITH CAS ENGINEERING FOR UNDERGROUND STORAGE TANK SERVICES AT JUVENILE PROBATION SITE:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract with CAS Engineering for underground storage tank services; to remove one tank and test the other tank at a cost not to exceed $15,000. Funds to come from general fund (Fees & Services).

16. AUTHORIZE ADVERTISING FOR BIDS FOR RENTAL OF STABILIZER MIXER, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for rental of stabilizer mixer, Precinct 1.

17. TAKE ACTION ON THE FOLLOWING BIDS: (1) CONTRACT FOR COLLECTION SERVICES ON E.M.S. DELINQUENT ACCOUNTS (#90-018); (2) PURCHASE & DELIVERY OF TWO HIGH PRESSURE BLOWERS FOR COUNTY LANDFILL GAS FLARE SYSTEM (#90-040); (3) ONE OR MORE NEW FULL SIZE UTILITY VEHICLE(S), CHEVROLET BLAZER, FORD BRONCO OR DODGE RAM CHARGER (#90-041): (4) ONE OR MORE NEW FULL SIZE PICKUP TRUCK(S), 10 DAY DEL. (#90-042):

Contract for collection services on E.M.S. delinquent accounts (#90-018):

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to DEBT COLLECTORS, INC. at 40% of funds collected. (Recorded in minutes in full)

Purchase & delivery of two high pressure blowers for County landfill gas flare system (#90-040):

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 NEW YORK BLOWERS CO. for two high pressure blowers for County landfill gas flare system at $9,892.00 each. Funds to come from landfill budget. (Recorded in minutes in full)

One or more new full size utility vehicle(s) Chevrolet Blazer, Ford Bronco or Dodge Ram Charger (#90-041):

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners Court finds that the best bid #90-041 be awarded to JOE GRILLO OLDS-DODGE and authorize purchase of one vehicle for Building Maintenance in the amount of $13,233.00 (base unit with automatic transmission).

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize purchase of one vehicle bid #90-041 from JOE GRILLO OLD-DODGE for Precinct #4, in the amount of $14,865.80 (base unit with 4-wheel drive & automatic transmission).

One or more new full size pickup truck(s), 10 day del. (#90-042):

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners Court finds that the best bid #90-042 be awarded to JOE GRILLO OLDS-DODGE for full size pickup truck

COUNTY OF FORT BEND

Engineering Department

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

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

April 5, 1990

RECEIVED
APR 5 1990

Honorable Judge Jodie Stavinoha
& Commissioners' Court of Fort Bend County
Jane Long Annex
Richmond, TX 77469

Re: Agenda Item for 4-9-90

Dear Judge Stavinoha:

The following is to be placed on the Agendy by the County Engineer's Office:

Consider accepting a "donation of Right-of-Way" from Ms. Sledann West and Mr. Lawrence Roberson for the Wicks Road Extension Project.

Enclosed please find the "original" document.

Sincerely,

A. J. Noto
Right-of-Way Agent

AJN/mk

enclosure

cc: 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. Attorney - Civil
Mr. Ron Drachenberg, County Engineer
file

14

LDW:rg:ROW1:WEST.ROW:2396:032390

2203 99

9017792

41 1545

ROAD RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT **SLEDANN WEST**, of Fort Bend County, Texas and **LAWRENCE ROBERSON**, of Harris County, 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, GRANTED, GAVE** and **CONVEYED** and by these presents **DONATE, GRANT, GIVE** and **CONVEY** unto the County of Fort Bend all that certain tract or parcel of land in Fort Bend County, Texas for road right-of-way purposes, more particularly described as follows to-wit:

> Attached hereto and made a part hereof for all purposes are Exhibits "A" and "B".

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 effect the Title and Rights of the County of Fort Bend to take and use all other minerals and materials thereon, therein and thereunder.

Return to Title
A. J.

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 the 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 County 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.

IN WITNESS WHEREOF, this instrument is executed on this the 2nd day of April, 1990.

Sledann West
SLEDANN WEST, Grantor

Lawrence Roberson
LAWRENCE ROBERSON, Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS INSTRUMENT was acknowledged before me on this 2nd day of April, 1990, by **SLEDANN WEST.**

A. J. Noto
Notary Public in and for
The State of Texas
A. J. Noto
My Commission Expires - 6-8-91

2203 101
41 1547

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

THIS INSTRUMENT was acknowledged before me on this 2nd day of April, 1990, by LAWRENCE ROBERSON.

A.J. Noto
Notary Public in and for
The State of Texas
A.J. Noto
My Commission Expires 6-8-91

2203 102

41 1548

HENRY STEINKAMP, JR., INC.

Land Boundary & Topographic Surveying

909 FIFTH STREET

P. O DRAWER 192

ROSENBERG, TEXAS 77471

713/342-2241

FRANKLIN R. SCHODEK
REGISTERED PUBLIC SURVEYOR

JAMES L. SYPTAK, SR.
REGISTERED PUBLIC SURVEYOR

March 16, 1990

Parcel No. 1

A Field Note Description of a 0.959 Acre Tract of Land across the Southeasterly End of the Sledann Robertson 8.76 Acre Tract, more or less, out of the call 26 Acre Tract (Volume R, Page 47; District Court Minutes), in the Isaac McGary League, Abstract #58, Fort Bend County, Texas; all bearings and distances being surface and based on the Texas Coordinate System, South Central Zone.

Begin at a 1/2 inch iron pipe set in the Southwesterly right-of-way line of State Farm Market Road No. 2919 (100 feet wide); said corner marking the North corner of the Blanche and A.J. Henderson call 25 Acre Tract (Volume 144, Page 137; Deed Records) and the East corner of the said Sledann Robertson 8.76 Acre Tract and the East corner of and place of beginning for this tract;

THENCE, South 57deg.14'10" West, along the Northwesterly line of said Henderson call 25 Acre Tract and the Southeasterly line of the said Sledann Robertson 8.76 Acre Tract, more or less, 704.96 feet to a 1/2 inch iron pipe set marking the South corner of this tract;

THENCE, North 31deg.56'55" West, along the Northeasterly line of the Jim Harris Tract (Volume 135, Page 115; Deed Records) and the Southwesterly line of the said Sledann Robertson Tract, 60.0 feet to a 1/2 inch iron pipe set for the West corner of this tract;

THENCE, North 57deg.14'10" East, parallel to an 60 feet Northwesterly from the Southeasterly line of the said Sledann Robertson Tract, 688.05 feet to a 1/2 inch iron pipe set marking the North corner of this tract;

THENCE, South 47deg.45' East, along the Southwesterly right-of-way line of said State Farm Market Road No. 2919, 62.11 feet to the place of beginning and containing 0.959 Acres of Land.

STATE OF TEXAS
JAMES L. SYPTAK, SR.
4035
REGISTERED SURVEYOR

Signed James L. Syptak Sr.
James L. Syptak, Sr.
Registered Public Surveyor No.4035

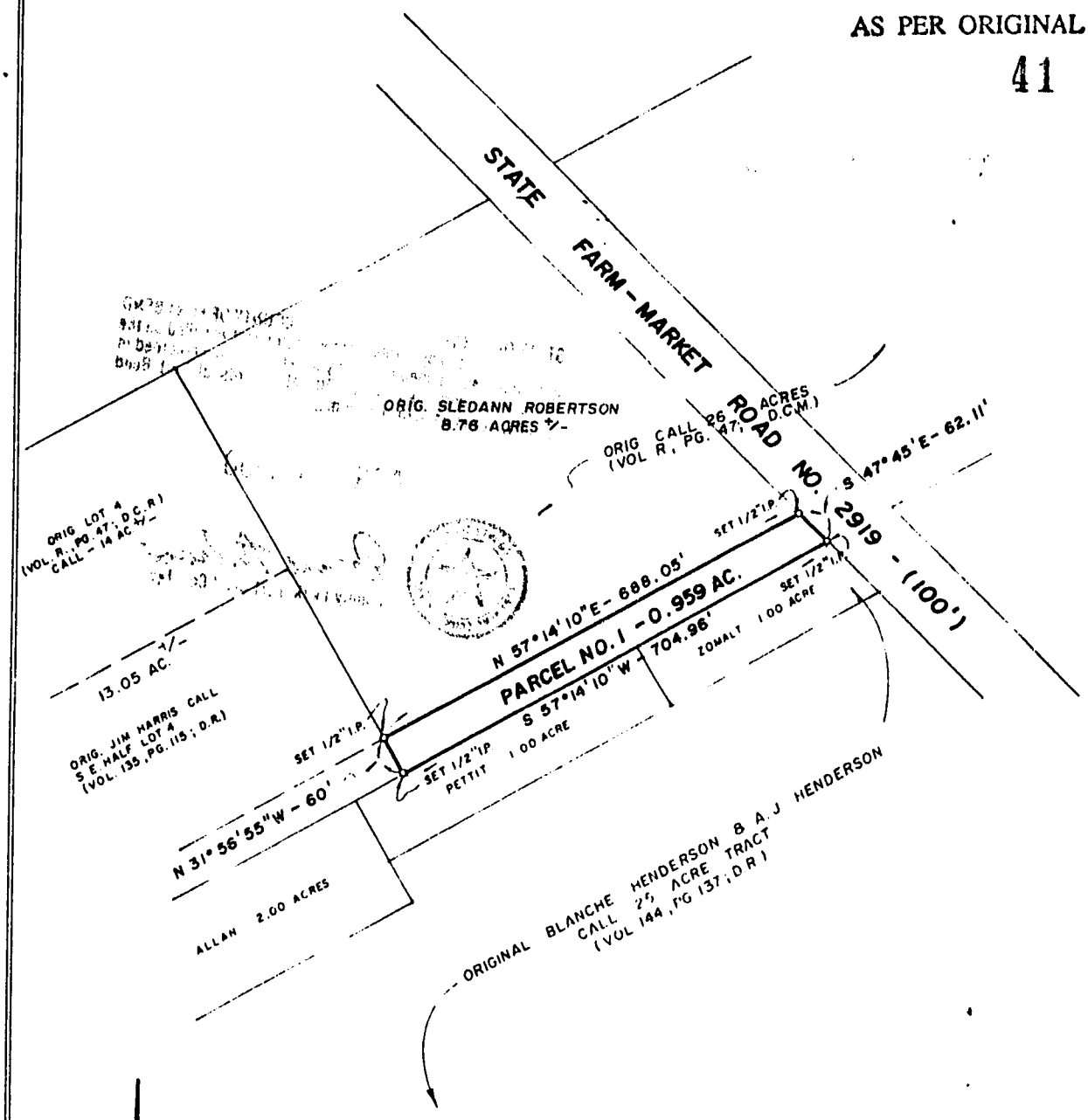
EXHIBIT "A"

148/PARCEL1

2203 103

AS PER ORIGINAL

41 1549



PARCEL NO. 1

PLAT SHOWING A SURVEY OF A 0.959 ACRE TRACT OF LAND ACROSS THE SOUTHEASTERLY END OF THE SLEDANN ROBERTSON 8.76 ACRE TRACT, MORE OR LESS, OUT OF THE CALL 26 ACRE TRACT (VOLUME R, PAGE 47; DISTRICT COURT MINUTES), ISAAC McGARY LEAGUE, ABSTRACT #58, FORT BEND COUNTY, TEXAS.

SCALE 1" = 200'

I, James L. Syptak, Sr., a Registered Public Surveyor, do hereby certify that this plat is a true record of a survey as made on the ground.

March 16, 1990

Signed James L. Syptak Sr.

OFFICE OF HENRY STEINKAMP, JR., INC.
909 FIFTH STREET
ROSENBERG, TEXAS

STATE OF TEXAS
JAMES L. SYPTAK, SR.
4035
REGISTERED PUBLIC SURVEYOR

Note: All bearings and distances being surface and based on The Texas Coordinate System, South Central Zone.

EXHIBIT "B"

2203 104

41-1549-A

FILED

'90 APR 12 P3:23

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.

APR 17 1990

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

OLD

41 1530

AGREEMENT FOR SERVICES **A/S # 2001**

It is agreed this twenty-nineth (29th) day of January, 1990, by and between C.A.S. ENGINEERING, INC. (C.A.S.) and COUNTY OF FORT BEND (F.B.C.), whose Federal I.D. Number is _____.

1. **Scope of Services** - C.A.S. agrees to perform for F.B.C. all services described in Schedule A. For satisfactory performance of the services described in Schedule A, F.B.C. will pay to C.A.S. compensation provided for in Schedule A.

2. **Period of Performance** - C.A.S. shall provide services for the period as defined in Schedule A.

3. **Taxes** - C.A.S. shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the Agreement and shall make any and all payroll deductions required by law, and hereby indemnifies and holds F.B.C. harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

4. **Standard of Care** - C.A.S. agrees to perform all services with that standard of care, skill and diligence normally provided by professional persons performing the services similar to those to be performed hereunder. C.A.S. understands that F.B.C. will be relying upon the accuracy competence and completeness of C.A.S.'s services in utilizing the results of such services in fulfilling contractual commitments.

5. **Confidentiality** - C.A.S. agrees that it will not divulge to third parties, without the written consent of any confidential information obtained from or through F.B.C., or developed or obtained by or through C.A.S., in connection with the performance of its services under this Agreement.

6. **Laws and Regulations** - Permits - C.A.S. and its employees and representatives shall, at all times, comply with all the applicable laws, ordinances, statutes, rules or regulations affecting the work hereunder. C.A.S. shall

comply with all of the personnel rules, plant regulations, safety regulations, and other instructions of F.B.C. and shall conduct its services in such manner as to avoid endangering the safety or unlawfully interfering with the convenience of the public.

7. **Insurance** - C.A.S. shall carry and maintain during the performance of services under this Agreement, Workmen's Compensation and Employer's Liability Insurance covering C.A.S.'s employees in accordance with statutory requirements at location of work and such other insurance coverage satisfactory to F.B.C. against injury, loss or damage to persons and property caused by C.A.S.'s activities. C.A.S. will maintain in effect at all times during the performance of the work, all specified insurance coverage with insurers and under forms of policy satisfactory to F.B.C.

C.A.S. is not maintaining any insurance on behalf of F.B.C. covering loss or damage to the work or to any other property of F.B.C.

8. **Indemnity** - F.B.C. hereby idemnifies and shall defend and hold harmless C.A.S. and all of their employees or authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, or claimed to be caused in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive of C.A.S., or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement.

9. **Expenses and Costs** - F.B.C. agrees to reimburse C.A.S. for costs and expenses incurred.

10. **Manner of Billing and Payment** - Bi-monthly, C.A.S. shall submit to F.B.C. for its approval, a detailed statement of the services performed, including therein the total number of days or hours worked and professional fees related thereto, and the expenses incurred by C.A.S. in the performance of its services.

11. **Notices** - All notices, requests, demands, reports and other communications required or permitted pursuant to this

Agreement shall be made in writing and shall be deemed to have been duly given, if personally delivered or deposited in the United States mail, first class, postage prepaid, and addressed as follows:

If to C.A.S.

C.A.S ENGINEERING, INC.
3100 South Gessner, Suite 118
Houston, Texas 77063
Attention: Mr. Clifford A. Stokes

If to F.B.C.

FORT BEND COUNTY ENGINEERING
P.O. Box 1449
Rosenberg, Texas 77471-1449
Attention: Mr. Carl Baker, Pct. 1

or to such other adress as either party may specify by notice given as provided herein to the other party.

12. **No Waiver** - The failure of either party to enforce, at any time, or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions, or of the rights of such party to enforce each and every provision.

13. **Governing Law** - This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

Ronald D. Drachenberg
FORT BEND COUNTY ENGINEERING

Clifford A. Stokes, President
C.A.S. ENGINEERING, INC.

SCHEDULE A

AGREEMENT BETWEEN

C.A.S. ENGINEERING, INC.

AND

FORT BEND COUNTY ENGINEERING

C.A.S. ENGINEERING, INC. will perform the following services for the COUNTY OF FORT BEND ENGINEERING DEPARTMENT (Precinct I, Juvenile Detention Center, located at, 307 Fort Street, Richmond, Texas)

1. Construction Management
2. Site Assessment Plan
3. Pre-construction or Removal Plan
4. Construction Specifications
5. Post Construction Certified Upgrade or Removal Plan
6. Tank Tightness and Piping Testing will be done by Cactus Environmental Systems, Inc. Cost of testing (approximately _____) will be added to C.A.S. price.
7. Soil Analysis and Excavation Samples (if required) will be done by a qualified testing company selected by C.A.S. Cost of testing (approximately $4,000.00) will be added to C.A.S. price.
8. Tank removal of one 1,000 gallon tank, including disposal, backfill and necessary agency fillings. Cost of removal (approximately $5,500.00) will be added to C.A.S. price.

The above prices do not include removal and disposal of any contaminated soil. This service can be provided at cost plus 20%. Replacement of concrete or asphalt can also be provided at additional costs.

NOTE: Items 6 and 7 and 8, Schedule A, are not included in C.A.S. ENGINEERING price of $4,600.00, submitted to F.B.C. on August 24, 1989.

CONTRACT FOR COLLECTION SERVICES ON DELINQUENT ACCOUNTS FOR THE FORT BEND COUNTY EMERGENCY MEDICAL SERVICE. BID #90-018.

COMPANY	BID PRICE EXPRESSED AT % OF ACTUAL MONIES COLLECTED
Debt Collectors, Inc. P.O. Box 62 One Fluor Daniel Dr., B-3 Sugar Land, Texas 77478-0062	40

No other bids received.

BID RECAPITULATION

LEGAL NOTICE RUN IN NEWSPAPER: March 18, 1990 and March 25, 1990

INDIVIDUAL NOTICES MAILED: 8

BID PACKETS MAILED OR PICKED UP: 8

BIDS RECEIVED: 1

17
(2)
41 1555

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

April 5, 1990

Honorable Judge Jodie Stavinoha
& Commissioners' Court of Fort Bend County
Jane Long Annex
Richmond, Texas 77469

RE: Blower Bids Landfill

Gentlemen:

Please find attached copies of the bids presented to the county. One was submitted by the New York Blower Company for a bid of $9,892.00 meeting all specifications. An Aerovent Blower was submitted by Harold O. Knape & Co., Inc. for $11,794.00 but for a 50 HP motor instead of a 30 HP motor as called for in the specifications.

My recommendation is to accept the New York Blower and award them the contract based on their lowest bid and meeting all specifications.

Sincerely,

Ron D. Drachenberg

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

RDD:rp

attachments

RECEIVED

41 1556

MAR 20

HOUSTON

INVITATION FOR BIDS

PURCHASE AND DELIVERY OF TWO (2) HIGH PRESSURE BLOWERS FOR THE FORT BEND COUNTY SANITARY LANDFILL GAS FLARE SYSTEM

CONTRACT EXPIRES: 31 DECEMBER 1990

ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 2 - 90	90-040	3 - 19 - 90	1	3

Sealed bids, subject to the Terms and Conditions of this Invitation For Bids, for the purchase and delivery of two (2) High Pressure Blowers for the Fort Bend County Sanitary Landfill Gas Flare System, as described in 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 2, 1990 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. 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.

New York Blower Co. c/o Wilson Air Moving Co.
LEGAL NAME OF CONTRACTING COMPANY

W. D. Wegner	Sales	713-468-4383
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
P. O. Box 79293	Houston, TX	77279-9293
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
1462 Brittmoore Rd.	Houston, TX	77043
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE BLOWERS 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. - See quote for clarification

SIGN HERE: W.D. Wegner 4-2-90
DATE

W. D. Wegner	Sales	713-468-4383
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS DATE

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 2 - 90	90-040	3 - 19 - 90	2	3

A. SCOPE:

It is the intent of Fort Bend County to purchase and have delivered two (2) High Pressure Blowers for the Fort Bend County Sanitary Landfill Gas Flare System.

B. DELIVERY: * See Quote

Bid price must include delivery and unloading at the Fort Bend County Sanitary Landfill, 330 Klauke Rd., Rosenberg, Texas. Delivery and unloading must be completed within ninety (90) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent.

C. POINT OF CONTACT:

For further information, please contact Mr. Ron Drachenberg, Fort Bend County Engineer, at (713) 342-3039.

D. NAME BRAND:

Specifications may reference name brands; however, it is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered. Manufacturer's specifications sheets and blower performance curve charts for substitutes must accompany bid.

E. SPECIFICATIONS:

1. High Pressure Blower.
2. Arrangement 8.
3. Clockwise Fan Rotation.
4. Bottom Horizontal Discharge.
5. 3500 RPM.
6. 52" wc static pressure @ 2600 cfm.
7. 48" wc static pressure @ 3600 cfm.
8. Frame manufactured to mount 50 HP motor with anchor bolt layout and loading.

INITIALS OF BIDDER (IN INK): DDD DATE: 4-2-90

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 2 - 90	90-040	3 - 19 - 90	3	3

9. Flanged Inlet and Outlet (12") with 150 lb. flange bolt pattern.

10. Spark Resistant construction (aluminum wheel).

11. Stainless Steel Shaft.

12. Nominally Air Tight construction.

13. Viton Shaft Seals.

14. Coupling.

15. Coupling Guard.

16. Shaft and Bearing Guard.

17. Bearing lubrication lines extended or accessible through Bearing Guard.

18. 30 HP, 3500 RPM, 230/460V, 3 Phase, 60 Hz totally enclosed fan cooled explosion proof motor mounted on 50 HP frame with mounting blocks.

19. Recommended Equipment:

    a. Aerovent W670-300-50 with above equipment options or approved equal.

    b. New York Blower 2612A50 with above equipment options or approved equal.

20. List Make and Model of equipment bid:

    New York Blower #2612A50.

F. BID PRICE:

UNIT BID PRICE $ 4,946.00 EACH, F.O.B. FORT BEND COUNTY SANITARY LANDFILL, ROSENBERG, TEXAS.

INITIALS OF BIDDER (IN INK): W.R.W. DATE: 4-2-90

PERFORMANCE CURVE

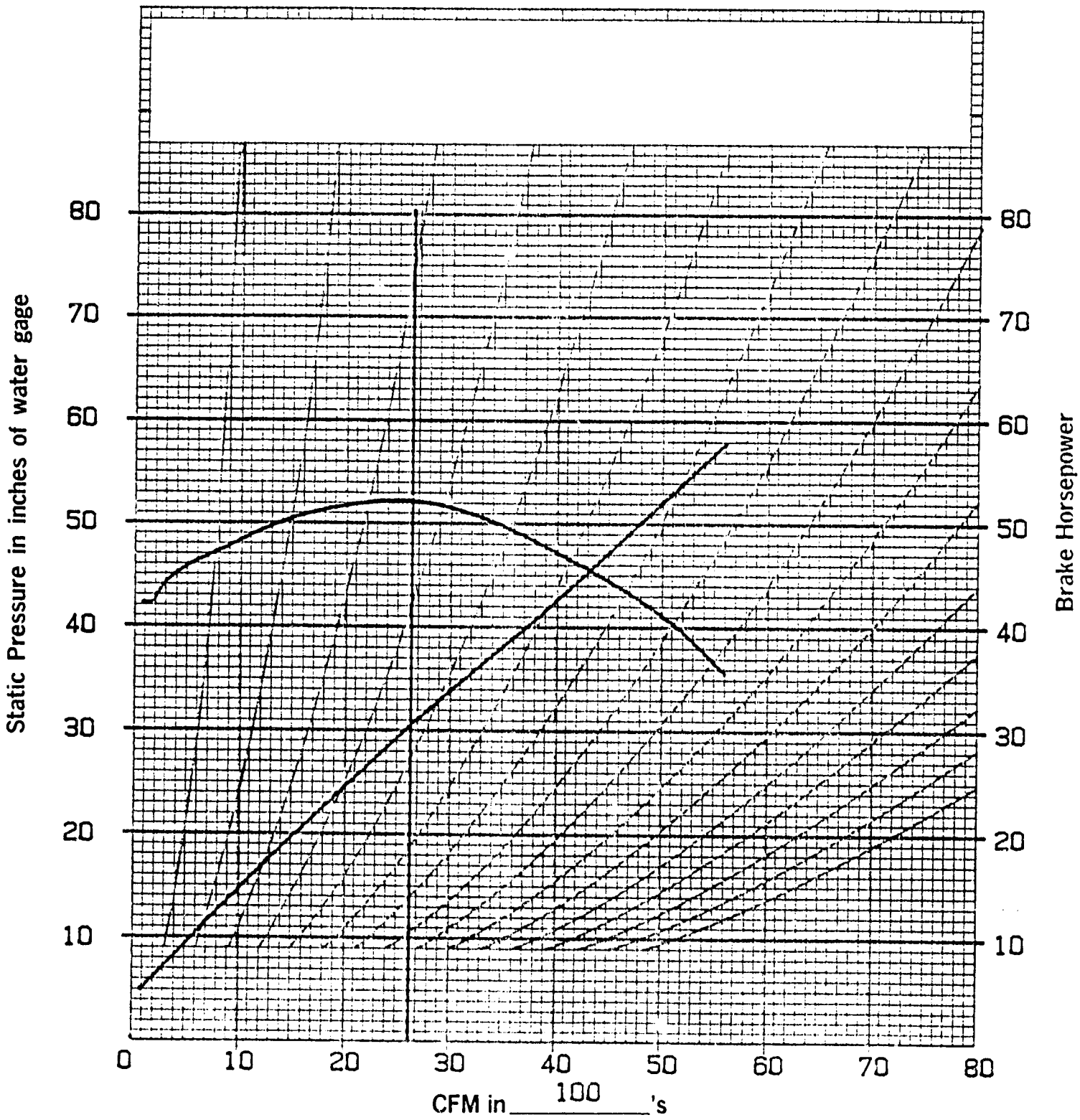
nyb | The New York Blower Company

To determine performance at another RPM multiply:-

1 - CFM x K
2 - SP x K^2
3 - BHP x K^3

where K is new RPM divided by RPM shown at right.

Customer's No. 90-040
Customer FORT BEND COUNTY
Tagging HIGH PRESSURE BLOWER
Size 2612 Type PRESSURE BLOWER
2600 CFM at 52 " SP at .075 Dens.
at 3347 RPM at 30.24 BHP
File No. _____ Date 03-22-1990



AS PER ORIGINAL 41 1560

Customer Name: FORT BEND COUNTY
Tagging:HIGH PRESSURE BLOWER

File #
Date 03-22-1990

nyb | The New York Blower Company	FAN-TO-SIZE (R) July 1989 Rel 6.0	PERFORMANCE RESULTS -----RUNTYPE 2 ------

Size 2612 (100 % Width Wheel) PRESSURE BLOWER
Bare Fan - Standard Construction Materials

Operating Conditions

Density: .075 Pounds/Cu.Ft.
Temp: 70 ° Fahrenheit
Altitude: 0 Ft. Above Sea Level

Point of Operation

	DESIRED	OPERATING	STANDARD
CFM:	2600	2600	2600
SP:	52	52	52
BHP:	30.24	30.24	30.24

Performance @ Conditions

RPM: 3347
CFM: 2600
Outlet Velocity: 3291 Ft/Min
Static Pressure: 52 '' WG.
Actual BHP: 30.24
Static Eff: 70.3 %
Mechanical Eff: 71.2 %

Notes :

Safe speed is 3800 at 70 ° Fahrenheit Maximum Operating Temperature

PERFORMANCE DATA

AIR PLOT POINTS @ CONDITIONS

CFM	SP	BHP
5657	34.48	58.61
5043	40.35	52.65
3909	47.3	41.77
3194	50.63	35.52
2594	52.01	30.19
2172	51.77	26.19
1462	50.19	19.32
848	47.35	13.08
274	43.9	6.91
137	41.93	5.51
0	41.93	4.11

PERFORMANCE CURVE

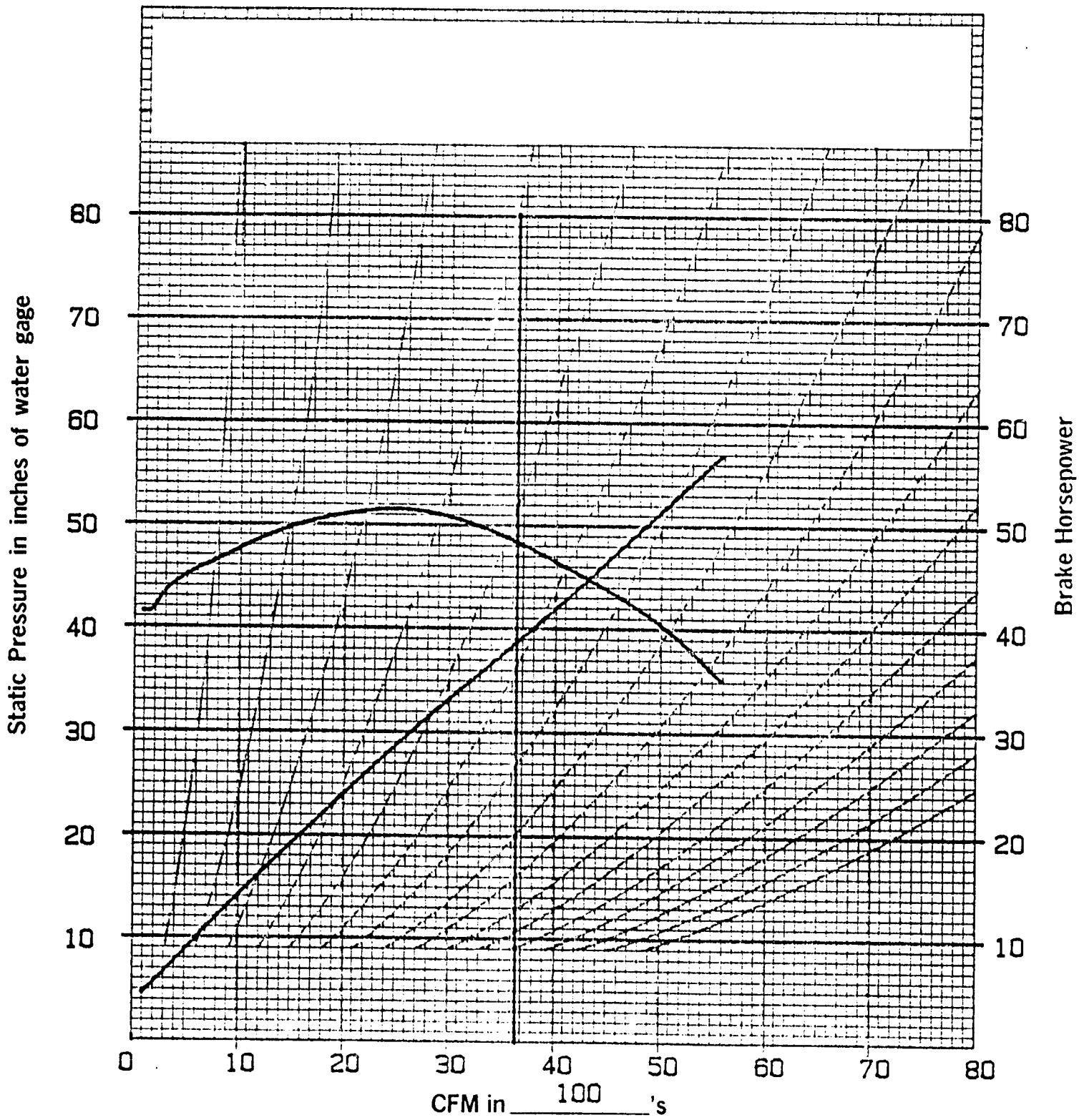
nyb The New York Blower Company

To determine performance at another RPM multiply:-

1 - CFM x K
2 - SP x K^2
3 - BHP x K^3

where K is new RPM divided by RPM shown at right.

Customer's No. 90-040
Customer FORT BEND COUNTY
Tagging HIGH PRESSURE BLOWER
Size 2612 Type PRESSURE BLOWER
3600 CFM at 48 " SP at .075 Dens.
at 3330 RPM at 38.63 BHP
File No. _____ Date 03-22-1990



41 1562

Customer Name: FORT BEND COUNTY
Tagging: HIGH PRESSURE BLOWER

File #
Date 03-22-1990

nyb | The New York Blower Company	FAN-TO-SIZE (R) July 1989 Rel 6.0	PERFORMANCE RESULTS -----RUNTYPE 2 -----

Size 2612 (100 % Width Wheel) PRESSURE BLOWER
Bare Fan - Standard Construction Materials

Operating Conditions

Density: .075 Pounds/Cu.Ft.
Temp: 70 ° Fahrenheit
Altitude: 0 Ft. Above Sea Level

Point of Operation

	DESIRED	OPERATING	STANDARD
CFM:	3600	3600	3600
SP:	48	48.16	48.16
BHP:	38.63	38.63	38.63

Performance @ Conditions

RPM: 3330
CFM: 3600
Outlet Velocity: 4557 Ft/Min
Static Pressure: 48.16 " WG.
Actual BHP: 38.63
Static Eff: 70.6 %
Mechanical Eff: 72.5 %

Notes :

Safe speed is 3800 at 70 ° Fahrenheit Maximum Operating Temperature

PERFORMANCE DATA

AIR PLOT POINTS @ CONDITIONS

CFM	SP	BHP
5628	34.12	57.71
5017	39.94	51.84
3889	46.82	41.13
3178	50.12	34.98
2581	51.48	29.73
2161	51.24	25.79
1454	49.67	19.02
843	46.87	12.88
273	43.45	6.81
137	41.5	5.42
0	41.5	4.04

41 1503

Please reply to AIR MOVING EQUIPMENT COMPANY
P.O. BOX 79293—HOUSTON, TEXAS 77279-9293
Area Code 713: 468-4383 FAX: 713-461-7251

The
New York Blower
Company

April 2, 1990

FOB factory at LaPorte, Indiana, with **no freight allowed.**

Terms: 30 days net. Subject to conditions of sale on back.

This quotation, for equipment manufactured by **nyb**, is valid for acceptance within 15 days. Purchased components such as motors, drives and vibration bases are subject to adjustment to price in effect at time of shipment. **nyb** reserves the right to qualify and correct clerical errors before acceptance.

Office of The County Judge
Fort Bend County
P. O. Box 368
Richmond, Texas 77469

Attention: Office of the County Judge PRICE

Subject: Inquiry #90-040
Our Quote #14-90-02

Gentlemen:

Pursuant to your request, please find attached completed bid forms for the following New York Blower equipment.

DUTY - 2600 CFM @ 52" S.P., .075#/cu.ft. density, 3500 RPM, 30.24 BHP.

TWO - #2610A50 NYB Pressure Blowers, CW bottom horizontal discharge, arrangement #8, generally as described in attached bulletin #451, and to include the following.

- Flanged inlet and outlet
- Frame to accept a 50 HP motor
- Aluminum wheel with bearing stop blocks and shaft set colors
- Stainless steel shaft
- Nominally airtight construction
- Viton shaft seal
- Flexible coupling
- Coupling guard
- Shaft and bearing guard
- Bearing lubrication extended lines
- 30 HP, 3500 RPM, 230/460-3-60 explosion proof motor mounted on a 50 HP frame with mounting blocks

NET PRICE EACH FAN ASSEMBLY $4,946.00

Shipping weight - 1,138 LBS

TOTAL (2) FAN ASSEMBLIES $9,892.00

Total shipping weight - 2,276 LBS

Shipment can be made from La Porte, Indiana, approximately 6-8 weeks after receipt of released order.

ACCEPTED

BY _____ DATE _____

THE NEW YORK BLOWER COMPANY

BY _____

Prices include freight to the Fort Bend County Sanitary Landfill in Rosenburg, Texas, unloaded at rear of truck only. No local drayage is included.

Terms: Net 30 days

Above prices include standard NYB certified drawings, installation and maintenance instructions. No special tools or installation is included in the above price.

For clarification, equipment is mounted and test run at our factory, however, no witnessed performance tests or run tests are included.

Equipment is prepared for domestic shipment only. Specifically, no provisions for long term outdoor storage is included.

The above fan package includes a 30 HP explosion proof motor.

If a 40 HP motor is required in lieu of the 30 HP, please add $306.00 per fan.

If a 50 HP motor is reqquired in lieu of the 30 HP, please add $56.00 per fan.

Included with and made a part of this proposal are descriptive bulletins, performance curves and performance data sheets.

We wish to thank you for the opportunity of quoting on this equipment. Should additional information be required, please do not hesitate to contact us.
Very truly yours,

W. D. Wegner

WDW/kg

41 1565

The
New York Blower
Company

7660 QUINCY STREET-WILLOWBROOK, ILLINOIS 60521-5596 • AREA CODE 312: 655-4881

Represented by AIR MOVING EQUIPMENT COMPANY
P.O. BOX 79293—HOUSTON, TEXAS 77279-9293 • (713) 468-4383 FAX: 713-461-7251

April 5, 1990

Office of The County Judge
Fort Bend County
P. O. Box 368
Richmond, Texas 77469

Attention: Mr. Ron Drachenberg

Subject: Inquiry #90-040
Our Quote #14-90-02
Supplement #1

Gentlemen:

Confirming our telephone conversation regarding our quote of April 2, 1990.

There is a typographical error on page 2.

"If a 50 HP motor is required in lieu of the 30 HP, please add $556.00 per fan."

Our price for the pressure blowers, if the 50 HP motor is utilised, then becomes:

NET PRICE EACH FAN ASSEMBLY . . . . . $ 5,502.00
Shipping weight - 1,138 LBS

TOTAL (2) FAN ASSEMBLIES $11,004.00
Shipping weight - 2,276 LBS

All other details would remain the same.

Thank you for the opportunity of amending our proposal. If we can be of additional assistance, please do not hesitate to contact us.

Very truly yours,

W. D. Wegner

WDW/kg

INVITATION FOR BIDS
PURCHASE AND DELIVERY OF TWO (2) HIGH PRESSURE BLOWERS FOR THE FORT BEND COUNTY SANITARY LANDFILL GAS FLARE SYSTEM
CONTRACT EXPIRES: 31 DECEMBER 1990
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 2 - 90	90-040	3 - 19 - 90	1	3

Sealed bids, subject to the Terms and Conditions of this Invitation For Bids, for the purchase and delivery of two (2) High Pressure Blowers for the Fort Bend County Sanitary Landfill Gas Flare System, as described in 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 2, 1990 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. 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.

HAROLD O. KNAPE & COMPANY, INC.
LEGAL NAME OF CONTRACTING COMPANY

DAVID P. LECLERC	SALES ENGINEER	713/ 467-2777
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
P. O. BOX 55388	HOUSTON, TEXAS	77255-5388
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
1319 CAMPBELL ROAD	HOUSTON, TEXAS	77055
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE BLOWERS 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: David P. Leclerc — 3-23-90
DATE

DAVID P. LECLERC	SALES ENGINEER	713/ 467-2777
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS — DATE

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 2 - 90	90-040	3 - 19 - 90	2	3

A. SCOPE:

It is the intent of Fort Bend County to purchase and have delivered two (2) High Pressure Blowers for the Fort Bend County Sanitary Landfill Gas Flare System.

B. DELIVERY:

Bid price must include delivery and unloading at the Fort Bend County Sanitary Landfill, 330 Klauke Rd., Rosenberg, Texas. Delivery and unloading must be completed within ninety (90) calendar days after receipt of purchase order issued by the Fort Bend County Purchasing Agent.

C. POINT OF CONTACT:

For further information, please contact Mr. Ron Drachenberg, Fort Bend County Engineer, at (713) 342-3039.

D. NAME BRAND:

Specifications may reference name brands; however, it is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered. Manufacturer's specifications sheets and blower performance curve charts for substitutes must accompany bid.

E. SPECIFICATIONS:

1. High Pressure Blower.
2. Arrangement 8.
3. Clockwise Fan Rotation.
4. Bottom Horizontal Discharge.
5. 3500 RPM.
6. 52" wc static pressure @ 2600 cfm.
7. 48" wc static pressure @ 3600 cfm.
8. Frame manufactured to mount 50 HP motor with anchor bolt layout and loading.

INITIALS OF BIDDER (IN INK): DPL DATE: 3/23/90

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 2 - 90	90-040	3 - 19 - 90	3	3

9. Flanged Inlet and Outlet (12") with 150 lb. flange bolt pattern.

10. Spark Resistant construction (aluminum wheel).

11. Stainless Steel Shaft.

12. Nominally Air Tight construction.

13. Viton Shaft Seals.

14. Coupling.

15. Coupling Guard.

16. Shaft and Bearing Guard.

17. Bearing lubrication lines extended or accessible through Bearing Guard.

18. 30 HP, 3500 RPM, 230/460V, 3 Phase, 60 Hz totally enclosed fan cooled explosion proof motor mounted on 50 HP frame with mounting blocks.

19. Recommended Equipment:

    a. Aerovent W670-300-50 with above equipment options or approved equal.

    b. New York Blower 2612A50 with above equipment options or approved equal.

20. List Make and Model of equipment bid:

    AEROVENT MODEL NO. W670-300-50.

F. BID PRICE:

UNIT BID PRICE $ 5,897.00 EACH, F.O.B. FORT BEND COUNTY SANITARY LANDFILL, ROSENBERG, TEXAS.

INITIALS OF BIDDER (IN INK): DPL DATE: 3/23/90

DALLAS OFFICE • 2615 ROUTH STREET • DALLAS, TEXAS 75201

HAROLD O. KNAPE AND COMPANY Sales Engineers

NEW ADDRESS
P. O. Box 55388
Houston, TX 77255-5388
(713) 467-2777

P.O. BOX 66669 • PHONE (A/C 713) 526-2727 • HOUSTON, TEXAS 77006 • TELEX #774-110

QUOTATION

NO. 8491-D-3

DATE MARCH 23, 1990

TO OFFICE OF THE COUNTY JUDGE
FORT BEND COUNTY
P. O. BOX 368

RICHMOND, TEXAS 77469

SUBJECT BID NUMBER 90-040,

AEROVENT BLOWERS FOR FORT BEND COUNTY SANITARY LANDFILL GAS FLARE SYSTEM.

GENTLEMEN:

THANK YOU FOR YOUR REQUEST FOR QUOTATION. WE OFFER THE FOLLOWING FOR YOUR CONSIDERATION.

PERFORMANCE: 2600 CFM @ 52" WC.
3600 CFM @ 48"WC.

TWO (2) AEROVENT MODEL NO. W670-300-50 SERIES 14 HIGH PRESSURE BLOWERS. COMPLETE WITH THE FOLLOWING:

A) ARRANGEMENT #8 CONSTRUCTION.
B) CLOCKWISE ROTATION, BOTTOM HORIZONTAL DISCHARGE.
C) 50HP., 3500 RPM, 230/460/3/60, TOTALLY ENCLOSED FAN COOLED EXPLOSIONPROOF MOTOR.
D) COUPLING AND GUARD.
E) FLANGED INLET AND OUTLET (12") WITH 150 LBS. FLANGE BOLT HOLE PATTERN.
F) ALUMINUM NON SPARKING WHEEL.
G) 304 STAINLESS STEEL SHAFT.
H) VITON SHAFT SEAL.
I) SHAFT AND BEARING GUARD. (LUBE LINES EXTENDED THROUGH GUARD)
J) MOTOR AND DRIVES MOUNTED AT FACTORY.

TOTAL PRICE FOR TWO (2) AEROVENT BLOWERS AS DESCRIBED ABOVE WITH FREIGHT COSTS AND UNLOADING COSTS INCLUDED IN PRICE $11,794.00

WEIGHT: 2100 LBS. EACH, 4200 LBS. (2)
SHIPMENT: 8 - 9 WEEKS (APPROXIMATELY 60 CALENDAR DAYS)

TERMS: NET 30 DAYS AND IN ACCORDANCE WITH ATTACHED CONDITIONS OF SALE AND ESCALATION CLAUSE.

NO SALES OR USE TAX INCLUDED IN ABOVE PRICE.

ACCEPTED

BY

SINCERELY,

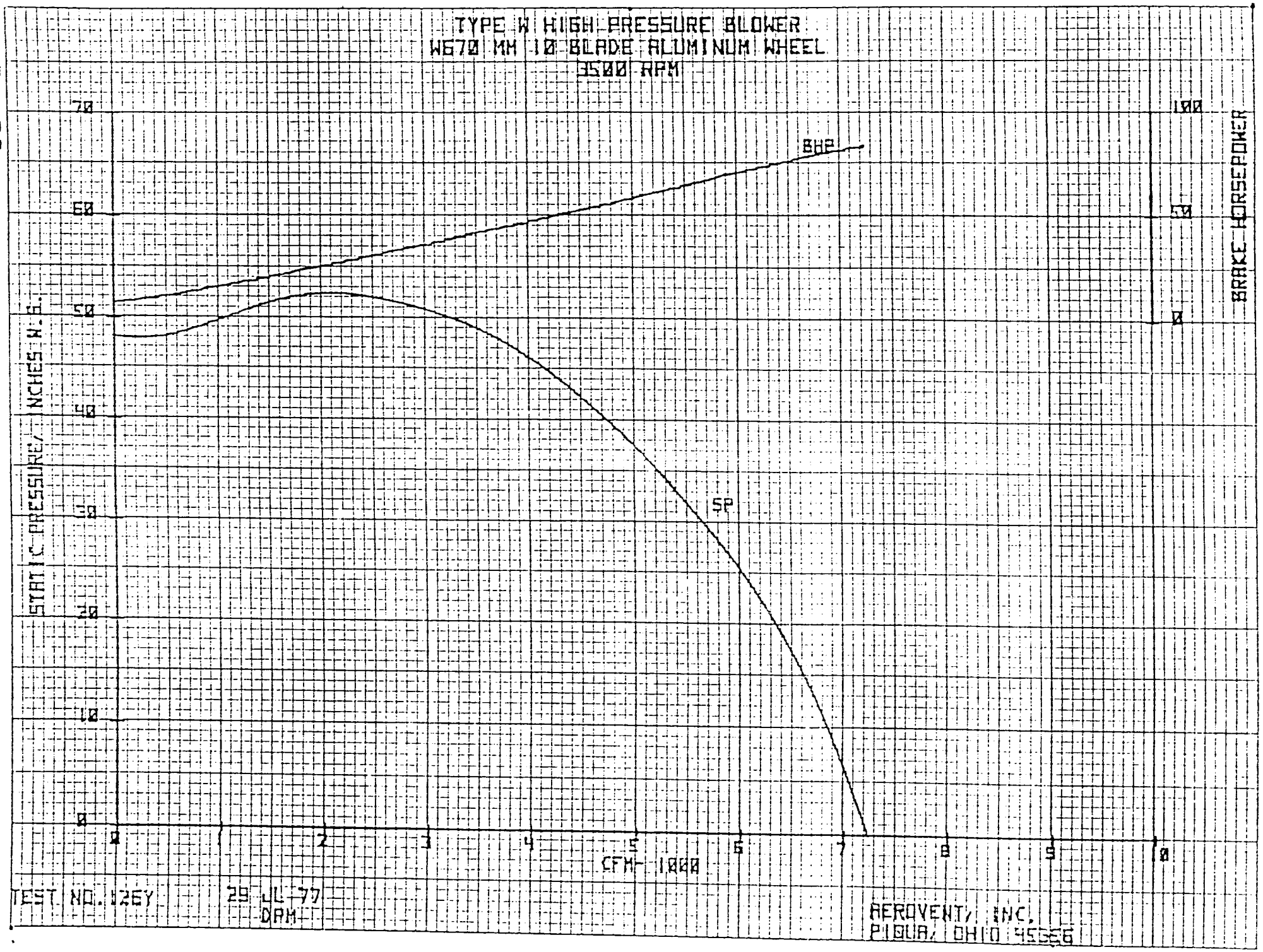
HAROLD O. KNAPE AND COMPANY

BY DAVID P. LECERC

K•E 10 X 10 TO 5/8 INCH • 7 1/2 X 10 INCHES KEUFFEL & ESSER CO. MADE IN U.S.A.

46 1020

41 13.0



Aerovent

AS PER ORIGINAL

CONDITIONS OF SALE

All orders and agreements must be in writing and are not valid unless accepted at the Home Office of Aerovent Inc.

Any agreement, deviation or change of any kind shall not be binding on Aerovent unless in writing and signed by an authorized officer of the company.

The purchaser agrees to examine the apparatus and goods upon receipt hereof and immediately report any breakage or shortage to Aerovent and to the carrier.

The right is reserved to change or withdraw the terms of credit at any time at the option of Aerovent.

All dates of shipments are contingent upon strikes, accidents, delays of carriers, or other causes which are unavoidable and beyond the control of Aerovent.

All orders are for firm delivery and are subject to cancellation or order change charges.

The right to correct stenographical errors is reserved.

Aerovent reserves the right to make changes in design, improvements and additions into its products at any time without imposing any liability or obligation on itself to apply or install the same in any product manufactured prior thereto.

Our products are warranted by Aerovent to be free of defects in material and workmanship for a period of one (1) year after shipment from its plant, provided that the product is properly installed and maintained in accordance with Aerovent's instructions and recommendations, and provided it is used under normal operating conditions.

IT THEREFORE IS EXPRESSLY AGREED BY AND BETWEEN THE PURCHASER AND AEROVENT THAT THESE WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES OF WHATEVER KIND OR DESCRIPTION, INCLUDING MERCHANTABILITY, EXPRESS OR IMPLIED, AND THAT THE PURCHASE PRICE REFLECTS THAT THE PURCHASER AND AEROVENT HAVE TAKEN THESE WARRANTIES INTO ACCOUNT AS PART OF THE BASIS OF THEIR BARGAIN.

Neither present nor future Federal, State or local taxes are included in Aerovent's prices but must be added to the purchased price.

If payment for goods or apparatus is made in installments, whether evidence by notes, trade acceptance or otherwise, the entire balance of the purchase price shall become due and payable immediately in event there is default in any payment or installment at any time when same becomes due.

AEROVENT SHALL NOT BE LIABLE FOR ANY DAMAGE TO PROPERTY WHETHER REAL, PERSONAL OR OTHERWISE FOR DAMAGES OR INJURY TO ANY PERSON OR PERSONS ARISING OUT OF THE USE OF ITS PRODUCTS, FOR AFTER DELIVERY IT SHALL BE THE CONTINUOUS RESPONSIBILITY OF THE PURCHASER TO DETERMINE THAT THE PRODUCTS ARE FREE OF DEFECTS IN MATERIAL OR WORKMANSHIP AND THAT IF SAME ARE DISCOVERED TO REPORT THE FACT TO AEROVENT FORTHWITH, NOR SHALL AEROVENT BE HELD LIABLE FOR THE INSTALLATION OF ANY SAFEGUARDS, NOTICES OF DANGER, WARNING DEVICES, NOR LACK THEREOF, WHETHER REQUIRED BY LAW OR NOT.

TERMS

Regular terms on approved credit are for payment within 30 days net prices F.O.B. factory with no freight allowed

AEROVENT ESCALATION CLAUSE

Prices on Aerovent manufactured equipment, except for outside purchased items noted below, shall be held firm as per date of customer's order acknowledgement providing equipment is released for shipment at Aerovent's convenience and shipment can be made within 90 days from date of order acknowledgement. Items not released for delivery during this period, and on which shipment date is beyond this period, shall be subject to escalation from date of quotation to the date of shipment and, referenced to the change in The Bureau of Labor Statistics Producer, Price Index 11-4 (General Purpose Machinery and Equipment) for the period involved.

Prices on equipment not of our manufacture and supplied to Aerovent based on price at time of delivery such as motors, drives, electrical componets and controls, heat exchangers and burners as subject to adjustment based on price in effect at time of shipment with no period of price protection allowed.

Aerovent *Inc.*

17/3

41 1573

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE UTILITY VEHCILE
(CHEVROLET BLAZER, FORD BRONCO, OR DODGE RAM CHARGER)
BID #90-041.

COMPANY	BASE UNIT WITH OPTIONAL AUTOMATIC TRANSMISSION & OVERDRIVE	BASE UNIT WITH 4-WHEEL DRIVE W/AUTOMATIC TRANSMISSION & OVERDRIVE
Joe Grillo Olds-Dodge P.O. Box 911 Rosenberg, Texas 77471	$13,233.00 VIN: LM028661	$14,865.80 VIN: LM012468
Lawrence Marshall Chev-Olds P.O. Box 983 Hempstead, Texas 77445		$19,100.00 VIN: 1GNEV18K1LF145494

NO OTHER BIDS RECEIVED.

BID RECAPITULATION

LEGAL NOTICE RUN IN NEWSPAPER: March 18, 1990 and March 25, 1990.

INDIVIDUAL NOTICES MAILED: 54

BID PACKETS PICKED UP OR MAILED: 11

BIDS RECEIVED: 2

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE PICKUP TRUCK(S) (10 DAY DELIVERY).
BID #90-042

COMPANY	BID PRICE	MAKE AND MODEL
Joe Grillo Olds-Dodge P.O. Box 911 Rosenberg, Texas 77471	$13,088.90	1990 Dodge D250
Lawrence Marshall Chev-Olds P.O. Box 983 Hempstead, Texas 77445	$13,375.00	1990 Chev CC-20903

NO OTHER BIDS RECEIVED.

BID RECAPITULATION

LEGAL NOTICE RUN IN NEWSPAPER: March 18, 1990 and March 25, 1990

INDIVIDUAL NOTICES MAILED: 54

BID PACKETS PICKED UP OR MAILED: 10.

BIDS RECEIVED: 2

and authorize purchase of one truck for Animal Control in the amount of $13,088.90. (Recorded in minutes in full)

18. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS AND PERSONNEL MATTERS (SHERIFF'S DEPT.), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (F,G), V.T.C.S. AND CONSIDER TAKING ACTION:

Met in Closed Session to discuss land matters.

Personnel matters (Sheriff's Dept.) postponed.

RECESS:

Commissioners Court recessed at 11:50 a.m.

19. 2:00 P.M.-OPEN BIDS AND APPROVE ORDER AUTHORIZING THE ISSUANCE OF $5,900,000 FORT BEND COUNTY, TEXAS, PERMANENT IMPROVEMENT BONDS, SERIES 1990:

The following bids were presented to Commissioners Court for review.

A) PRUDENTIAL-BACHE
B) NCNB-TEXAS
C) LOVETT UNDERWOOD NEUHAUS & WEBB, INC.
D) CLAYTON BROWN & ASSOC.
E) FIRST CITY-TEXAS

Moved by Commissioner O'Shieles, Seconded by Commissioner Lutts, duly put and unanimously carried, with Judge Stavinoha voting yes, and Commissioner Denham absent for vote, it is ordered to approve Order authorizing the issuance of $5,900,000 Permanent Improvement Bonds, Series 1990 and award the bid to NCNB-TEXAS at an effective net rate of 7.220934% and a gross interest cost of $4,348,566.67 as presented by Clifford Youngblood representing Vinson & Elkins and Cliff Kavanaugh representing Lovett Underwood Neuhaus & Webb, Inc.

20. 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 County Auditor.

21. ADJOURNMENT:

Commissioners Court adjourned at 3:00 p.m. Monday, April 9, 1990.

19

41 1576

TABULATION OF BIDS

FORT BEND COUNTY, TEXAS

$5,900,000 Permanent Improvement Bonds, Series 1990

Date of Sale: Monday, April 9, 1990 at 2:00 P.M., C.D.T.

Bidding Syndicate		Bid
1. Prudential - Bache	Gross Interest Cost	$ 4,380,967.50
	Less: Premium	
	Net Interest Cost	$
	Effective Net Rate	7.2747% 7.2747
2. NCNB - Texas	Gross Interest Cost	$ 4,348,566.67
	Less: Premium	
	Net Interest Cost	$
	Effective Net Rate	7.220934% 7.220934
3. Lovett Underwood Neuhaus & Webb, Inc.	Gross Interest Cost	$ 4,363,692.50
	Less: Premium	
	Net Interest Cost	$
	Effective Net Rate	7.246051 %
4. Clayton Brown & Assoc	Gross Interest Cost	$ 4,404,440.33
	Less: Premium	
	Net Interest Cost	$
	Effective Net Rate	7.3137 %
5. First City - Texas	Gross Interest Cost	$ 4,382,516.67
	Less: Premium	
	Net Interest Cost	$
	Effective Net Rate	7.2773 %
6.	Gross Interest Cost	$
	Less: Premium	
	Net Interest Cost	$
	Effective Net Rate	%

Received a good faith check from First City Bank for all bidders

LOVETT UNDERWOOD NEUHAUS & WEBB, INC.
Financial Advisor

Winning bid

41 1577

OFFICIAL BID FORM

County Judge and Commissioners Court
Fort Bend County
County Courthouse
Richmond, Texas

Gentlemen:

Reference is made to your "Official Notice of Sale" and "Preliminary Official Statement" dated March _, 1990, of $5,900,000 Fort Bend County, Texas, Permanent Improvement Bonds, Series 1990 (the "Bonds"), which are made a part hereof. We have read in detail the "Official Notice of Sale" and "Preliminary Official Statement". We realize that the Bonds involve certain investment risks, and we have made such inspections and investigations as we deem necessary relating to the County and to the investment quality of the Bonds.

For your legally issued Bonds, as described in the "Official Notice of Sale" and "Preliminary Official Statement", we will pay you a price of $5,900,000 (100% of par value), plus a cash premium of $ -0-, plus accrued interest from May 1, 1990 to the date of delivery of the Bonds to us, such Bonds to mature March 1 in each year and in the amounts and to bear interest as shown below:

Amount	Year of Maturity	Interest Rate	Amount	Year of Maturity	Interest Rate
$220,000	1992	8.50 %	$400,000	2000	6.90 %
240,000	1993	8.90 %	435,000	2001*	7.00 %
255,000	1994	8.90 %	470,000	2002*	7.00 %
275,000	1995	8.90 %	505,000	2003*	7.00 %
300,000	1996	8.90 %	545,000	2004*	7.00 %
320,000	1997	8.90 %	585,000	2005*	7.00 %
345,000	1998	7.10 %	630,000	2006*	7.00 %
375,000	1999	6.90 %			

*Subject to optional redemption on March 1, 2000, and on any date thereafter at par plus accrued interest.

Interest Cost in accordance with the above bid is:

Gross Interest Cost	$ 4,348,566.67
Less: Dollar Amount of Premium	$ .0.
NET INTEREST COST	$ 4,348,566.67
EFFECTIVE INTEREST RATE	7.220934 %

The Initial Bonds shall be registered in the name of NCNB TEXAS NATIONAL BANK (syndicate manager). We will advise First City, Texas - Houston, N.A., Houston, Texas, the Registrar, of our registration instructions at least five (5) business days prior to the date set for Initial Delivery.

We agree to complete, execute and deliver to the County's agent, Lovett Underwood Neuhaus & Webb, Inc. on the next business day following the award of the Bonds, a certificate relating to the "issue price" of the Bonds in the form and to the effect attached to or accompanying the Official Notice of Sale, with such changes thereto as may be acceptable to the County.

A Bank Cashier's Check of the NCNB TEXAS Bank, Dallas, TExas, in the amount of $118,000, which represents our Good Faith Deposit, (is attached hereto) ~~(has been made available prior to the opening of this bid)~~ and is submitted in accordance with the terms and conditions set forth in the "Official Notice of Sale". Should we fail or refuse to make payment for and accept delivery of the Bonds in accordance with our bid, this check will be cashed and accepted by the County as full and complete liquidated damages.

AMBAC

We agree to accept delivery of and make payment for the Bonds in immediately available funds at the offices of First City, Texas - Houston, N.A., Houston, Texas, not later than 10:00 A.M., C.D.T., on May 8, 1990, or thereafter on the date the Bonds are tendered for delivery, pursuant to the terms set forth in the "Official Notice of Sale."

Respectfully Submitted,

NCNB TEXAS

& Associates

see list attached

By _____
Authorized Representative
(A complete list of account members is attached)
Leslie F. Parrish, Vice President

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby accepted by Commissioners Court of Fort Bend County, this 9th day of April, 1990.

Jodie E. Stavinoha
County Judge
Fort Bend County, Texas

ATTEST:

Robert N. Grayless
County Auditor
Fort Bend County, Texas

BOND YEARS

$5,900,000
FORT BEND COUNTY, TEXAS
Permanent Improvement Bonds, Series 1990
Dated: May 1, 1990
Maturity: March 1

Bond Years

Year	Amount	Bond Years	Cumulative Bond Years	Year
1992	$220,000	403.3333	403.3333	1992
1993	240,000	680.0000	1,083.3333	1993
1994	255,000	977.5000	2,060.8333	1994
1995	275,000	1,329.1667	3,390.0000	1995
1996	300,000	1,750.0000	5,140,0000	1996
1997	320,000	2,186.6667	7,326.6666	1997
1998	345,000	2,702.5000	10,029.1666	1998
1999	375,000	3,312.5000	13,341.6666	1999
2000	400,000	3,933.3333	17,274.9999	2000
2001	435,000	4,712.5000	22,987.4999	2001
2002	470,000	5,561.6667	27,549.1665	2002
2003	505,000	6,480.8333	34,029.9999	2003
2004	545,000	7,539.1666	41,569.1665	2004
2005	585,000	8,677.5000	50,246.6665	2005
2006	630,000	9,975.0000	60,221.6665	2006

Average Maturity -- 10.2071 Years

NCNB Texas
901 Main Street
P.O. Box 830306
Dallas, Texas 75283-0306

Funds Management Group

41 1579

NCNB
Texas

$5,900,000
FORT BEND CO., TEXAS
PERM IMP BDS, SER 90
SELLING: APRIL 9, 1990

NCNB TEXAS) JT.
TEXAS COMMERCE BANK)
MERRILL LYNCH CAPITAL MKTS)
HARRIS TRUST & SAVINGS BANK)
THE NORTHERN TRUST CO.) MGRS.

CREWS & ASSOCIATES, INC.
HIBERNIA NATIONAL BANK
SOUTHWEST SECURITIES

OVERSYNDICATED

UNDIVIDED ACCOUNT

ORDER AUTHORIZING THE ISSUANCE OF $5,900,000 FORT BEND COUNTY, TEXAS, PERMANENT IMPROVEMENT BONDS, SERIES 1990

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

WHEREAS, the bonds hereinafter authorized were duly and favorably voted at an election held in Fort Bend County, Texas (the "County") on the 7th day of November, 1989; and

WHEREAS, the Commissioners Court of the County does hereby determine that bonds in the amount of $5,900,000 should be issued, as a portion and the first installment of the $10,900,000 bonds voted at the election mentioned above, leaving the remaining $5,000,000 to be issued, sold and delivered at a later date; Now, Therefore

BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS:

1. Definitions. Throughout this order the following terms and expressions as used herein shall have the meanings set forth below:

The term "Bond" or "Bonds" shall mean any bond or all bonds, as the case may be, of the Series 1990 Bonds authorized in this Order, unless the context clearly indicates otherwise.

The term "Business Day" shall mean any day which is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to close, or a legal holiday.

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

The term "County" shall mean Fort Bend County, Texas.

The term "Interest and Sinking Fund" shall mean the interest and sinking fund established by the County pursuant to Section 18 of this Order.

The term "Interest Payment Date", when used in connection with any Bond, shall mean September 1, 1990, and each March 1 and September 1 thereafter until maturity or prior redemption of such Bond.

The term "Order" as used herein and in the Bonds shall mean this order authorizing the Bonds.

The term "Owner" shall mean any person who shall be the registered owner of any outstanding Bonds.

The term "Paying Agent" shall mean the Registrar.

The term "Record Date" shall mean, for any Interest Payment Date, the fifteenth day of the month next preceding such Interest Payment Date.

The term "Register" shall mean the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

The term "Registrar" shall mean First City, Texas-Houston, N.A., Houston, Texas, and its successors in that capacity.

2. Authorization. The Bonds shall be issued in fully registered form, without coupons, in the total authorized aggregate amount of Five Million Nine Hundred Thousand Dollars ($5,900,000) for the purpose of acquiring land for and purchasing, constructing, repairing, equipping and improving buildings and other permanent improvements to be used for County library purposes.

3. Designation, Date, and Interest Payment Dates. The Bonds shall be designated as the "FORT BEND COUNTY, TEXAS, PERMANENT IMPROVEMENT BONDS, SERIES 1990", and shall be dated May 1, 1990. The Bonds shall bear interest from the later of May 1, 1990, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360 day year of twelve 30 day months, interest payable on September 1, 1990, and semiannually thereafter on March 1 and September 1 of each year until maturity or prior redemption.

4. Initial Bonds; Numbers and Denominations. The Bonds shall be issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Order. The Bonds shall mature on March 1 in each of the years and in the amounts set out in such schedule. Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Bond Number	Year	Principal Amount	Interest Rate
R- 1	1992	$220,000	_____%
R- 2	1993	240,000	_____%
R- 3	1994	255,000	_____%
R- 4	1995	275,000	_____%
R- 5	1996	300,000	_____%
R- 6	1997	320,000	_____%
R- 7	1998	345,000	_____%
R- 8	1999	375,000	_____%
R- 9	2000	400,000	_____%
R-10	2001	435,000	_____%
R-11	2002	470,000	_____%
R-12	2003	505,000	_____%
R-13	2004	545,000	_____%
R-14	2005	585,000	_____%
R-15	2006	630,000	_____%

5. Execution of Bonds; Seal. The Bonds shall be signed by the County Judge, countersigned by the County Clerk, and registered by the County Treasurer, by their manual, lithographed, or facsimile signatures, and the official seal of the Commissioners Court shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the Commissioners Court had been manually impressed upon each of the Bonds. If any officer of the County whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

6. Approval by Attorney General; Registration by Comptroller. The Bonds to be initially issued shall be delivered to the Attorney General of Texas for approval and shall be registered by the Comptroller of Public Accounts of the State of Texas. The manually executed registration certificate of the Comptroller of Public Accounts substantially in the form provided in Section 16 of this Order shall be attached or affixed to the Bonds to be initially issued.

7. Authentication. Except for the Bonds to be initially issued, which need not be authenticated by the Registrar, only such Bonds which bear thereon a certificate of authentication, substantially in the form provided in Section 16 of this Order, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Order or shall be valid

or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bonds so authenticated were delivered by the Registrar hereunder.

8. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the principal corporate trust office of the Registrar. The interest on each Bond shall be payable by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register. Any accrued interest payable at maturity on a Bond shall be paid upon presentation and surrender of such Bond at the principal corporate trust office of the Registrar.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date such payment was originally due.

9. Successor Registrars. The County covenants that at all times while any Bonds are outstanding it will provide a national or state banking corporation organized and doing business under the laws of the United States or any State, with trust powers and subject to supervision or examination by Federal or State authority to act as Registrar for the Bonds. The County reserves the right to change the Registrar for the Bonds on not less than 60 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

10. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days

prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

11. Ownership; Unclaimed Principal and Interest. The County, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of principal or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section 11 shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

12. Registration, Transfer, and Exchange. So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal corporate trust office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the principal corporate trust office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal corporate trust office of the Registrar for a Bond or Bonds of like maturity and interest rate

and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section 12. Each Bond delivered in accordance with this Section 12 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

Neither the County nor the Registrar shall be required to transfer or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the next succeeding Interest Payment Date.

The County or the Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County.

13. Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The County or the Registrar may require the Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The County or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(1) furnish to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(2) furnish such security or indemnity as may be required by the Registrar and the County to save them harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the County and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the County and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section 13 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

14. Cancellation of Bonds. All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the County with appropriate certificates of destruction of such Bonds.

15. Optional Redemption. The County reserves the right to redeem the Bonds prior to maturity, in whole or from time to time in part, on March 1, 2000, and on any date thereafter at a price of par plus accrued interest to the date fixed for redemption. If less than all of the Bonds are redeemed at any time, the particular Bonds or portions thereof to be redeemed shall be selected by the County.

Principal amounts may be redeemed only in integral multiples of $5,000. If a Bond subject to redemption is in a denomination larger than $5,000, a portion of such Bond may be redeemed, but only in integral multiples of $5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 12 hereof, shall authenticate and deliver in exchange therefor a

Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Unless waived by the Owner, notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding are to be redeemed, the numbers of the Bonds or portions thereof to be redeemed. Any notice given as provided in this Section 15 shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

16. Forms. The form of the Bonds, including the form of the Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas which shall be attached or affixed to the Bonds initially issued shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Order, including any legend regarding bond insurance if such insurance is obtained by the purchaser:

(Face of Bond)

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF FORT BEND

NUMBER
R-____
REGISTERED

DENOMINATION
$_____
REGISTERED

FORT BEND COUNTY, TEXAS
PERMANENT IMPROVEMENT BOND
SERIES 1990

INTEREST RATE: MATURITY DATE: ISSUE DATE: May 1, 1990 CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

Fort Bend County, Texas (the "County") promises to pay to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this bond at the principal corporate trust office of First City, Texas-Houston, N.A., Houston, Texas (the "Registrar"), the principal amount identified above, payable in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay interest thereon at the rate shown above, calculated on the basis of a 360 day year of twelve 30 day months, from the later of May 1, 1990, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this bond is payable by check on September 1 and March 1, beginning on September 1, 1990, mailed to the registered owner as shown on the books of registration kept by the Registrar as of the fifteenth day of the month next preceding each interest payment date (the "Record Date").

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, WHICH PROVISIONS SHALL HAVE THE SAME FORCE AND EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the County Judge, countersigned with the manual or facsimile signature of the County Clerk, and registered by the manual or facsimile signature of the County Treasurer, and the official seal of the Commissioners Court has been duly impressed, or placed in facsimile, on this Bond.

(AUTHENTICATION CERTIFICATE) (SEAL) FORT BEND COUNTY, TEXAS

REGISTERED:

County Judge

Dianne Wilson

County Treasurer

County Clerk

(Back Panel of Bond)

THIS BOND is one of a duly authorized issue of Bonds, aggregating $5,900,000 (the "Bonds"), issued for the purpose of acquiring land for and purchasing, constructing, repairing, equipping and improving buildings and other permanent improvements to be used for County library purposes, under and in strict conformity with the Constitution and laws of the State of Texas, by authority of an election held for and within the County on November 7, 1989, and pursuant to an order adopted by the Commissioners Court on April 9, 1990 (the "Order").

THE COUNTY RESERVES THE RIGHT to redeem the Bonds prior to maturity, in integral multiples of $5,000, in whole or in part, on March 1, 2000, and on any date thereafter at a price of par plus accrued interest to the date fixed for redemption. Reference is made to the Order for complete details concerning the manner of redeeming the Bonds.

UNLESS WAIVED BY THE OWNER, notice of any redemption shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the principal corporate trust office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Order.

THIS BOND IS EXCHANGEABLE at the principal corporate trust office of the Registrar for bonds in the principal amount of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Order.

NEITHER THE COUNTY NOR THE REGISTRAR shall be required to transfer or exchange any Bond during a period beginning at the opening of business on a Record Date and ending at the close of business on the next succeeding interest payment date.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Order unless this Bond is either (i) registered by the Comptroller of Public Accounts of the

State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Order.

THE COUNTY has covenanted in the Order that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed to each registered owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied, within the limits prescribed by law, against all taxable property in the County.

Form of Registration Certificate
of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

XXXXXXXXXX
Comptroller of Public Accounts
of the State of Texas

(SEAL)

Form of Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE
It is hereby certified that this Bond has been delivered pursuant to the Order described in the text of this Bond, in exchange for or in replacement of a Bond, Bonds or a portion of a Bond or Bonds of a Series which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

First City, Texas-Houston, N.A.

By _____
Authorized Signature
Date of Authentication _____

Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto _____

_____
(Please print or type name, address, and zip code of Transferee)

_____
(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____ attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____ _____

Signature Guaranteed:

_____

_____

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

_____
Registered Owner
NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

17. Legal Opinion; Cusip; Bond Insurance. The approving opinion of Vinson & Elkins, Houston, Texas, and CUSIP Numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds. If bond insurance is obtained by the purchaser, the Bonds may bear an appropriate legend as provided by the insurer.

18. Interest and Sinking Fund; Tax Levy. The proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Order shall be deposited, as collected, in a special fund to be designated "Fort Bend County, Texas, Permanent Improvement Bonds, Series 1990 Interest and Sinking Fund". While the Bonds or any part of the principal thereof or

interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner, and at the same time other County taxes are levied, assessed and collected, in each year, beginning with the current year, a continuing direct annual ad valorem tax, within the limits prescribed by law, upon all taxable property in the County sufficient to pay the current interest on the Bonds as the same becomes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures, but never less than two percent (2%) of the original principal amount of the Bonds each year, full allowance being made for delinquencies and costs of collection, and such taxes when collected shall be applied to the payment of the interest on and principal of the Bonds and to no other purpose.

To pay the interest coming due on the Bonds on September 1, 1990, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such interest, and such amount shall be used for no other purpose.

19. Further Proceedings. After the Bonds shall have been executed, it shall be the duty of the County Judge to deliver the Bonds and all pertinent records and proceedings to the Attorney General of Texas, for examination and approval. After the Bonds shall have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Bonds, the Comptroller of Public Accounts (or a deputy lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein to be affixed or attached to the Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, thereon.

20. Sale. The sale and delivery of the Bonds to _____ (herein referred to as the "Purchaser") at a price of $_____ plus accrued interest to the date of delivery, is hereby authorized, approved, ratified and confirmed, subject to the approving opinion as to the legality of the Bonds of the Attorney General of the State of Texas, and of Vinson & Elkins, Houston, Texas, bond counsel.

Accrued interest received from the Purchaser shall be deposited into the Interest and Sinking Fund. The remaining proceeds of sale of the Bonds, and any interest earnings on investment of such proceeds shall be used for the purposes set out in Section 2 of this Order and to pay the costs of issuing the Bonds. Any money remaining thereafter shall be deposited into the Interest and Sinking Fund.

21. Tax Exemption. (a) GENERAL TAX COVENANT. The County intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code, and applicable regulations. The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, of the owners thereof for purposes of federal income taxation. In particular, the County covenants and agrees to comply with each requirement of this Section 21; provided, however, that the County shall not be required to comply with any particular requirement of this Section 21 if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the County has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section 21 will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section 21.

(b) USE OF PROCEEDS. The County covenants and agrees that its use of the Net Proceeds of the Bonds will at all times satisfy the following requirements:

(i) The County will limit the amount of original or investment proceeds of the Bonds to be used (other than use as a member of the general public) in the trade or business of any person other than a governmental unit to an amount aggregating no more than ten percent of the Net Proceeds of the Bonds ("private-use proceeds"). For purposes of this Section, the term "person" includes any individual, corporation, partnership, unincorporated association, or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to persons other than natural persons, any activity other than an activity carried on by a governmental unit. Any use of proceeds of the Bonds in any manner contrary to the guidelines set forth in Revenue Procedures 82-14, 1982-1 C.B. 459, and 82-15, 1982-1 C.B. 460, including any revisions or amendments thereto, shall constitute the use of such proceeds in the trade or business of one who is not a governmental unit;

(ii) The County will not permit more than five percent of the Net Proceeds of the Bonds to be used in the trade or business of any person other than a governmental unit if such use is unrelated to the governmental purpose of the Bonds. Further, the amount of private-use proceeds of the Bonds in excess of five percent of the Net Proceeds of the Bonds ("excess private-use proceeds") will not exceed the proceeds of the Bonds expended for the governmental purpose of the Bonds to which such excess private-use proceeds relate;

(iii) The County will not permit an amount of proceeds of the Bonds exceeding the lesser of (a) $5,000,000 or (b) five percent of the Net Proceeds of the Bonds to be used, directly or indirectly, to finance loans to persons other than governmental units.

When used in this Section 21, the term Net Proceeds of the Bonds shall mean the proceeds from the sale of the Bonds including investment earnings on such proceeds, less accrued interest.

(c) NO FEDERAL GUARANTY. The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and applicable regulations thereunder, except as permitted by section 149(b)(3) of the Code and such regulations.

(d) BONDS ARE NOT HEDGE BONDS. The County covenants and agrees that not more than 50 percent of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of section 149(g)(3)(A)(ii) of the Code, and the County reasonably expects that at least 85 percent of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within the three-year period beginning on the date the Bonds are issued.

(e) NO-ARBITRAGE COVENANT. The County shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the County will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder. Moreover, the County covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate

investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and applicable regulations thereunder.

(f) ARBITRAGE REBATE. The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Without limiting the foregoing covenant, the County (a) covenants and agrees that at least 75 percent of the Net Proceeds of the Bonds will be used for construction expenditures (including expenditures for reconstruction and rehabilitation) with respect to property which is or will be owned by the County, and (b) reasonably expects that at least ten percent of the Net Proceeds of the Bonds will be spent for the governmental purpose of the Bonds within the six-month period beginning on the date the Bonds are issued, at least 45 percent of such proceeds will be spent for such purposes within the one-year period beginning on such date, at least 75 percent of such proceeds will be spent for such purposes within the eighteen-month period beginning on such date and at least 100 percent of such proceeds will be spent for such purposes within the two-year period beginning on such date (except for a reasonable retainage not to exceed five percent of the Net Proceeds of the Bonds which will be expended not later than the end of the three-year period beginning on such date). Accordingly, the County hereby elects as follows under the provisions of section 148(f)(4)(B)(iv) of the Code (regarding the exception for temporary investments): (a) The County elects, to the extent that the County does not meet the expenditure schedule set forth in the immediately preceding sentence, to pay the penalty set forth in subclause V of section 148(f)(4)(B)(iv) of the Code; and (b) the County elects that the term "Net Proceeds" for purposes of the expenditure schedule set forth in the immediately preceding sentence shall not include earnings on any reasonably required reserve or replacement fund (including the reserve portion of the Debt Service Fund). Furthermore, the County will (i) maintain separate records regarding the amount and timing of disbursements of Net Proceeds of the Bonds (as defined above) for purposes of determining compliance with the expenditure schedule set forth above, (ii) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds which are part of a reasonably required reserve or replacement fund separately from records of amounts in other funds or accounts maintained for the Bonds, amounts on deposit in the funds and accounts of the County allocable to other bond issues of the County or moneys which do not represent gross proceeds of any bonds of the County, (iii) calculate at such times as required by applicable regulations, the

rebatable amount earned from the investment of the gross proceeds of the Bonds which are part of a reasonably required reserve or replacement fund, and (iv) pay, not less often than every fifth anniversary date of the delivery of the Bonds and within sixty days after retirement of the Bonds, or on such other dates as permitted by applicable regulations, all amounts required to be rebated and all penalties required to be paid to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) INFORMATION REPORTING. The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and applicable regulations thereunder.

22. Official Statement. The County ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement prepared in the initial offering and sale of the Bonds and hereby authorizes the preparation of a final Official Statement reflecting the terms of the Purchaser's bid and other relevant information. The use of such Official Statement in the reoffering of the Bonds by the Purchaser is hereby approved and authorized. The proper officials of the County are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

23. Related Matters. To satisfy in a timely manner all of the County's obligations under this Order, the County Judge and County Clerk of the County and all other appropriate officers and agents of the County are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Order.

24. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the County are hereby authorized to execute such agreement for and on behalf of the County.

25. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Bonds.

26. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Article 6252-17, Vernon's Texas Civil Statutes, as amended.

PASSED AND APPROVED this 9th day of April, 1990.

/s/ Jodie E. Stavinoha
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)

41 153

AS PER ORIGINAL

NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION ESPECIAL)

To the Registered Voters of the County of FORT BEND, TEXAS:
(A los votantes registrados del Condado de FORT BEND, TEXAS:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on Tuesday, November 7, 1989, for voting in a special election for the purpose of adopting or rejecting the proposed Constitutional Amendments as submitted by the 71st Legislature, Regular Session; and for the purpose of adopting or rejecting the issuance of $10,900,000 county library building improvement bonds.

(Notifiquese, por las presente, que las casillas electorales sitados abajo se abriran desde las 7:00 a.m. hasta las 7:00 p.m. el siete de Noviembre de 1989 para votar en la Eleccion Especial para adoptar o rechazar las enmiendas propuestas constitucionales asi como fueron sometidas pro la 71a Legislatura, Regular Session; y para adoptar o rechazar la emision de $10,900,000 de bonos paramejoras a la biblioteca del condado.)

LOCTIONS OF POLLING PLACES:
(DIRECCIONES DE LAS CASILLAS ELECTORALES:)

1001 FORT BEND COUNTY COURTHOUSE
COMMISSIONERS COURTROOM
500 JACKSON ST.
RICHMOND, TX 77469

2002 KENDLETON CITY HALL
13219 HWY 59
KENDLETON, TX 77451

2003 FRESNO FIRE STATION
4525 HWY 521
FRESNO, TX 77545

3004 MISSION BEND ELEMENTARY
16200 BEECHNUT
HOUSTON, TX 77083

3005 SWINGING DOOR RESTAURANT
HWY 359
RICHMOND, TX 77469

4006 HUGGINS ELEMENTARY
6: HUGGINS DR
FULSHEAR, TX 77441

1007 BOOTH MERCANTILE CO
HWY 762
BOOTH, TX 77421

4008 ORCHARD ELEMENTARY
9700 KIBLER
ORCHARD, TX 77464

3009 SUGAR CREEK COUNTRY CLUB
420 SUGAR CREEK BLVD
SUGAR LAND, TX 77478

2010 NEEDVILLE KNIGHTS OF COLUMBUS CLUB
13631 HWY 36
NEEDVILLE, TX 77461

4011 WHEELER FIELD HOUSE
16403 LEXINGTON BLVD
SUGAR LAND, TX 77479

2012 ROBERT E. LEE
1680 AVE M
ROSENBERG, TX 77471

3013 HOLY FAMILY CATHOLIC CHURCH
1510 FIFTH ST
MISSOURI CITY, TX 77459

3014 KATY HIGH SCHOOL
6331 HWY BLVD
KATY, TX 77449

4015 BEASLEY TOWN HALL
214 THIRD ST S
BEASLEY, TX 77417

1016 GEORGE JR. HIGH
4601 AIRPORT RD
ROSENBERG, TX 77471

2017 BRIARGATE ELEMENTARY
15617 BLUE RIDGE RD
MISSOURI CITY, TX 77459

1018 FAIRCHILD GIN OFFICE
10119 FM 361
FAIRCHILDS, TX 77469

4010 SIMONTON CIVIC CENTER
9605 FM 1489
SIMONTON, TX 77479

4002 SUGAR LAND CHURCH OF GOD
1715 ELDRIDGE RD
SUGAR LAND, TX 77478

2021 MEYERS STORE
FM 1462 AT 762
DAMON, TX 77430

3022 MEADOWS COMMUNITY CENTER
11924 AMBLEWOOD DR
MEADOWS, TX 77477

2023 RIDGEMONT ELEMENTARY
4910 RAVEN RIDGE DR
HOUSTON, TX 77053

2024 HARVEY LUDWIG'S GARAGE
831 FINNEY-VALLET RD
ROSENBERG, TX 77471

1025 AG EXTENSION OFFICE
4310 HWY 36
ROSENBERG, TX 77471

4026 SCHUMANN RESIDENCE
5003 HWY 90A
SUGAR LAND, TX 77479

3027 STAFFORD CIVIC CENTER
1415 CONSTITUTION AVE
STAFFORD, TX 77477

4028 QUAIL VALLEY REC CENTER
2815 CYPRESS POINT
MISSOURI CITY, TX 77459

4029 FIRST BAPTIST CHURCH
420 WOOD ST
SUGAR LAND, TX 77478

4030 FORT BEND COMMUNITY HOSPITAL
3803 FM 1092
MISSOURI CITY, TX 77459

2031 RIDGEGATE ELEMENTARY
6015 WEST RIDGECREEK
HOUSTON, TX 77053

3032 TOWNWEST TOWN HALL
10322 OLD TOWNE LN
SUGAR LAND, TX 77478

4033 LANTERN LAND ELEMENTARY
3323 MISSION VALLEY DR
MISSOURI CITY, TX 77459

2034 VICKSBURG POOL HOUSE
3206 CUMBERLAND DR
MISSOURI CITY, TX 77489

2035 QUAIL RUN POOL
16730 QUAIL PARK
MISSOURI CITY, TX 77489

2036 WELCH RESIDENCE
16923 HORSE LN
HOUSTON, TX 77053

1037 TRAVIS ELEMENTARY
2700 AVE K
ROSENBERG, TX 77471

1038 JACKSON INTERMEDIATE SCHOOL
301 THIRD ST
ROSENBERG, TX 77471

1039 CARLOS UPHOLSTERY
726 VERA CRUZ
ROSENBERG, TX 77471

1040 ST JOHN FISHER CHURCH
410 CLAY
RICHMOND, TX 77469

4041 PECAN GROVE ELEMENTARY
3330 OLD SOUTH DR
RICHMOND, TX 77469

4042 SUGAR LAND COMMUNITY CENTER
226 MATLAGE WAY
SUGAR LAND, TX 77478

3043 SOUTHWEST CALVARY BAPTIST CHURCH
12910 WEST BELLFORT
HOUSTON, TX 77099

2044 A B KENNEDY RESIDENCE
5514 SHADYWOOD ST
SUGAR LAND, TX 77479

3045 KINGSBRIDGE CHRISTIAN CHURCH
6727 GAINES RD
SUGAR LAND, TX 77479

3046 HIGHLANDS ELEMENTARY
2202 COLONIST PARK
SUGAR LAND, TX 77478

4047 FIRST COLONY CHURCH OF CHRIST
3119 SWEETWATER BLVD
SUGAR LAND, TX 77479

3048 FIRST INTERSTATE BANK
2440 FM 2234 AT COURT RD
MISSOURI CITY, TX 77489

3049 MEADOWCREEK CLUBHOUSE
2410 LA QUINTA AT CARTWRIGHT
MISSOURI CITY, TX 77459

3050 HUNTERS GLEN ELEMETARY
8295 INDEPENDENCE BLVD
MISSOURI CITY, TX 774

2051 CHASEWOOD CLUBHOUSE
7622 CHASEWOOD RD
MISSOURI CITY, TX 77489

2052 PRECINCT 2 MAINTENANCE BLD
16030 BLUE RIDGE RD
MISSOURI CITY, TX 77489

3053 ST THOMAS AQUINAS CHURCH
12627 WEST BELLFORT
SUGAR LAND, TX 77478

4054 KINGELIN RESIDENCE
915 BAKER RD
ROSENBERG, TX 77471

2055 WILLOWRIDGE HIGH SCHOOL
16301 CHIMNEY ROCK
HOUSTON, TX 77053

2056 MAYFAIR PARK CIVIC CENTER
6006 ARTHINGTON
HOUSTON, TX 77053

3057 ISTO RESIDENCE
303 BELLA VISTA
RICHMOND, TX 77469

2058 CHERYL LEE RESIDENCE
8303 RUNNING BIRD LN
MISSOURI CITY, TX 77489

2059 QUAIL GLEN POOL HOUSE
17230 QUAIL GLEN DR
MISSOURI CITY, TX 77489

3060 FULL GOSPEL FELLOWSHIP CHURCH
910 BRAND LANE
STAFFORD, TX 77477

2061 YEAKLEY RESIDENCE
6105 MC KEEVER
MISSOURI CITY, TX 77459

4062 PALMER ELEMENTARY
4206 CROWN VALLEY DR
MISSOURI CITY TX 77459

4063 PITTS RD FIRE STATION
727 PITTS RD
RICHMOND, TX 77469

4064 SETTLERS PARK COMMUNITY CENTER
3010 SETTLERS WAY
SUGAR LAND, TX 77479

4065 FIRST COLONY AQUATICS CENTER
4350 AUSTIN PARKWAY
SUGAR LAND, TX 77479

3066 MISSION GLEN ELEMENTARY
16063 MISSION GLEN
HOUSTON, TX 77083

1067 MANFORD WILLIAMS ELEMENTARY
6111 FM 762
RICHMOND, TX 77469

2068 KOLAR'S COUNTRY CORRAL
14002 MAREK LN
GUY, TX 77444

Absentee voting by personal appearance will be conducted each weekday beginning on Wednesday, October 18 and ending on Friday, November 3 at:
(La votacion en ausencia en persona se llevard a cabo de lunes a viernes empezando el Wednesday, October 18, y terminando el Fiest, November 3 en:)

LOCATIONS: Fort Bend County Clerk's Office
Room 101, 301 Jackson St.
Richmond, Texas 77469

Missouri City Community Center
1522 Texas Parkway (FM-2234)
MISSOURI CITY, TEXAS 77459

HOURS: Monday through Friday: 8 a.m. to 4:30 p.m.
Saturday, October 29: 10 a.m. to 5 p.m.
Sunday, October 30: 1 p.m. to 5 p.m.

Absentee voting by mail will be conducted by the County Clerk.
Call 713-341-8670 or write: ABSENTEE VOTING CLERK, P.O. Box 520, Richmond, Texas 7746. for information on voting by mail.

Issued this the 17TH DAY OF OCTOBER, 1989.
(Emitada este dia 17TH DAY OF OCTOBER, 1989.)
BY: Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

Herald Coaster

41 1559

Prescribed by Secretary of State
Section 4.005 V.T.C.A., Election Code
1/86

RECORD OF POSTING NOTICE OF ELECTION

I, the undersigned do hereby state that the notice of election for the CONSTITUTIONAL AMENDMENT, LIBRARY BOND AND CITY OF HOUSTON Election was posted on the following dates and locations:

Date of Posting	Location of Posting
10-11-89	FORT BEND COUNTY COURTHOUSE
10-11-89	MISSOURI CITY COMMUNITY CENTER
10-11-89	FORT BEND COUNTY CLERKS OFFICE
10-19-89	HERALD COASTER NEWSPAPER

Signature of Person Posting Notice

41-1599-A

AMENDMENT 12
(ENMIENDA 12)

constitutional amendment to
de for using the permanent school
and its income to guarantee bonds
·d by the state for the purpose of
g school districts."
*nienda constitucional que disponga
o del fondo escolar permanente y
utilidades para garantizar los bonos
dos por el estado con el propósito
·udar a los distritos escolares.")*

) For *(A Favor de)*

) Against *(En Contra de)*

AMENDMENT 13
(ENMIENDA 13)

constitutional amendment providing
of rights for crime victims."
*nienda constitucional que establezca
carta de derechos para las víctimas
rimen.")*

) For *(A Favor de)*

) Against *(En Contra de)*

AMENDMENT 14
(ENMIENDA 14)

constitutional amendment requiring
trict attorney serving in Fort Bend
ty to be elected and serve a term in
nanner provided by general law for
nal district attorneys."
*nienda constitucional que requiera
e desempeñe el puesto de fiscal
condado de Fort Bend ser electo y
npeñar su cargo de conformidad con
y general que rige a los procura-
s penales.")*

) For *(A Favor de)*

) Against *(En Contra de)*

AMENDMENT 15
(ENMIENDA 15)

constitutional amendment authoriz-
ne legislature to permit and regu-
affles conducted by certain non-
t organizations for charitable
oses."
*nienda constitucional que autorice
legislatura para permitir y regular
efectuadas por ciertas organiza-
s sin fines lucrativos y destinadas
s estrictamente caritativos.")*

) For *(A Favor de)*

) Against *(En Contra de)*

AMENDMENT 16
(ENMIENDA 16)

constitutional amendment granting to
eople the right to decide whether
eate and maintain hospital districts
otect the public well-being in a
er independent of the legislature."
*nienda constitucional que otorgue a
abitantes el derecho a decidir si
eberá o no establecer y mantener
tos de hospital con el propósito
elar por el bienestar público de
ra que no se dependa de la legis-
a.")*

) For *(A Favor de)*

AMENDMENT 17
(ENMIENDA 17)

"The constitutional amendment authorizing the state to provide scholarships, grants, loans, and other financial assistance to local fire departments and other public fire-fighting organizations to purchase fire-fighting equipment, to aid in providing necessary equipment and facilities to comply with federal and state law, and to educate and train their members."
("Enmienda constitucional que autorice al estado para otorgar becas, subvenciones, préstamos, y otros tipos de ayuda económica a departamentos locales de bomberos y a otras organizaciones de bomberos, con miras a adquirir equipo para combatir incendios, así como para ayudar a proporcionar el equipo y facilidades necesarios para el cumplimiento de las leyes federales y estatales y para la instrucción y capacitación de sus integrantes.")

☐ For *(A Favor de)*

☐ Against *(En Contra de)*

AMENDMENT 18
(ENMIENDA 18)

"The constitutional amendment to eliminate certain time limitations relating to the issuance of Texas agricultural water conservation bonds."
("Enmienda constitucional que elimine ciertas limitaciones al plazo para emisión de los bonos del estado de Tejas para conservación de agua para fines agrícolas.")

☐ For *(A Favor de)*

☐ Against *(En Contra de)*

AMENDMENT 19
(ENMIENDA 19)

"The constitutional amendment to authorize local governments to invest their funds as provided by law."
("Enmienda constitucional que autorice a los gobiernos locales invertir sus fondos de conformidad con la ley.")

☐ For *(A Favor de)*

☐ Against *(En Contra de)*

AMENDMENT 20
(ENMIENDA 20)

"The constitutional amendment to abolish the office of county surveyor in Cass, Ector, Garza, Smith, Bexar, Harris, and Webb counties."
("Enmienda constitucional que elimine el puesto oficial de Agrimensor Municipal en los condados de Cass, Ector, Garza, Smith, Béjar, Harris y Webb.")

☐ For *(A Favor de)*

☐ Against *(En Contra de)*

☐ Against *(En Contra de)*

AMENDMENT 21
(ENMIENDA 21)

"The constitutional amendment providing for the issuance of general obligation bonds as college savings bonds to provide educational loans to students and to encourage the public to save for a college education."
("Enmienda constitucional que disponga la emisión de bonos de obligación general a título de bonos de ahorro para estudios superiores, a fin de otorgar a los estudiantes préstamos para su educación, y también para alentar al público a ahorrar para estudios superiores.")

☐ For *(A Favor de)*

☐ Against *(En Contra de)*

COUNTY OPTION ELECTION
(ELECCION DE OPCION LOCAL POR CONDADO)

Proposition
(Proposición)

The issuance of $10,900,000 county library building improvement bonds
(La emisión de $10,900,000 de bonos para mejoras a la biblioteca del condado)

☐ For *(A Favor de)*

☐ Against *(En Contra de)*

STATEMENT OF INDEBTEDNESS

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

I, the undersigned, County Treasurer of Fort Bend County, Texas, do hereby certify that:

1. The following is a true, correct and complete statement of all indebtedness of said County payable out of taxes authorized under Section 9, of Article VIII, Constitution of Texas, to-wit:

Purpose	Date	Interest	Maturities	Amt. Outst.
Lmt. Tax Jail Bldg. Bonds, Ser. '79	3-1-79	5.20% 5.25%	$225M 3-1-1991/92 250M 1993/94	$ 950,000
Cert. of Obl., Ser. '80	3-1-80	7.00%	125M 3-1-1991	125,000
Com. Tax & Rev. Cert. of Obl., Ser. '86	8-1-86	9.00% 8.20% 7.60% 7.70% 7.80% 7.50%	200M 3-1-1991 400M 1992/93 400M 1994 650M 1995 700M 1996/97 750M 1998 750M 1999/2000	5,700,000

BONDS IN PROCESS OF ISSUANCE

Perm. Imp. Bonds, Ser. '90	5-1-90		220M 3-1-1992 240M 1993 255M 1994 275M 1995 300M 1996 320M 1997 345M 1998 375M 1999 400M 2000 435M 2001 470M 2002 505M 2003 545M 2004 585M 2005 630M 2006	5,900,000

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE COUNTY, this 9th day of April, 1990.

Kitty Hymson
County Treasurer
Fort Bend County, Texas

(SEAL)

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990

On this the 9th day of April, 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

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: _____

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 JUNE 11, 19 90.

STARTING WITH
FILM CODE NO. 90Vol.41Pg. 1507

ENDING WITH
FILM CODE NO. 90Vol.41Pg. 1602

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 11 DAY OF JUNE, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 1605.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, APRIL 16, 1990
9:00 O'CLOCK A.M.

41 1605

1. Approve minutes of meeting of April 9, 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. Mr. Don Button, South Coast Fuel, re: request collection of State loading fees on fuel.
7. Mr. Roman Bohachevsky, County Librarian, re: (1) request approval of contract with Ann Knauth & Assoc. regarding space planning & improvements at Mamie George Library, Stafford; (2) request approval of contract with Carl J. Stephens regarding consultation for branch library site acquisition; (3) request approval of agreement with Wharton County Junior College regarding use of library services.
8. Sheriff Perry Hillegeist, re: accept forfeited vehicle, a 1984 Lincoln Continental VIN-1MRBP98FXEY648307.
9. Mr. Dennis McAfee, Chief Juvenile Probation Officer, re: (1) request approval of Order to apply for regular license plates for unmarked vehicles for Juvenile Probation Dept.; (2) request extension of sick leave for employee.
10. Marsha Gaines, Tax Assessor/Collector, re: (1) request to advertise for bids for renovation of east-end annex (2) present January & February monthly reports.
11. Consider approval of agreement for use of Judge Elliott's law books.
12. Consider air conditioning maintenance contract for Travis Annex.
13. Consider application from Prime Cable to lay cable under or along Spyglass Hills Dr. & Perdido Bay Dr., Pct. 3; and Sartartia Way, Walker School Rd., Clarenda Falls Dr. & Ellis Creek, Pct. 4.
14. Consider application from Associated Transport & Trading Co. to install a rectifier and ground bed for cathodic protection along Tierra Grande Dr., Pct. 2.
15. Consider accepting renewal Letter of Credit #1990-03 for Tierra Grande, Sec. 4, Pct. 2.
16. 10:00 a.m. - Hold public hearing for replat of First Colony M.U.D. #5, Sec. 1, Pct. 4 and consider taking action.
17. Meet in Closed Session to discuss litigation (child support case) and personnel (Sheriff's Dept.), as authorized by Art. 6252-17, Sec. 2(e,g) V.T.C.S., and consider taking action.
18. 1:30 p.m. - Open and consider bids for the following: (1) contract for County redistricting (#90-039); (2) construction of Pitts Rd., Pct. 4 (#90-043); (3) renovations of District Clerk's offices (#90-044).
19. Approve bills.
20. Adjournment.

FILED FOR RECORD
TIME 3:00 ~~A.M.~~ P.M.
APR 12 1990
Diane 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, April 12, 1990 at 3:00 p.m. by N Landry.

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
JANE LONG ANNEX, RICHMOND, TEXAS
MONDAY, APRIL 16, 1990
10:30 O'CLOCK A.M.

1. Discuss and consider proposal from Morris, Tinsley & Snowden for professional services on adoption of impact fee for Upper Oyster Creek Watershed.

2. Discuss and consider proposal from Turner, Collie & Braden for engineering services for Willow Fork Buffalo Bayou Implementation Plan.

3. Consider acceptance of additional easement width for Big Creek Improvement Project.

4. Present and discuss monthly report.

5. Meet in Closed Session to discuss land matters (Drainage District) as authorized by Art. 6252-17, Sec. 2(f), V.T.C.S., and consider taking action.

6. Adjournment.

FILED FOR RECORD
TIME 3:00 ~~A.M.~~ P.M.
APR 12 1990
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, April 12, 1990 at 3:10 p.m. by N. Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 16TH day APRIL, 1990 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
DIANNE WILSON	COUNTY CLERK

With County Judge Stavinoha absent.

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

1. APPROVE MINUTES OF MEETINGS OF APRIL 9, 1990:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of April 9, 1990.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

None

4. APPROVE OUT-OF-TOWN TRAVEL REQUEST 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 request for LIBRARY, DISTRICT ATTORNEY, COUNTY ENGINEER, CONSTABLE #4 and 328th DISTRICT COURT. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

6. MR. DON BUTTON, SOUTH COAST FUEL, RE: REQUEST COLLECTION OF STATE LOADING FEES ON FUEL:

Moved by Commissioner Pressley, to authorize payment of the state off-loading fee to South Coast Fuel from the previous contract (June-Dec'89) on fuel delivered from September-December 1989.

Motion withdrawn.

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone until April 23, 1989.

FORT BEND COUNTY
TRAVEL AUTHORIZATION

41 1608
RECEIVED
APR 12 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Lorri Lessey — Linda Dillard

Laura Calub

Harriet Mills

DATE OF DEPARTURE: April 24, 1990

DATE OF RETURN: April 24, 1990

DESTINATION: Houston Public Library, Houston, TX

PURPOSE OF TRIP: To attend workshop entitled "Ethics and Librarianship".

MODE OF TRANSPORTATION: personal auto

****

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

DATE: 4/12/90

Roman S. Bohachevsky
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

APR 12 1990
COUNTY JU

TO: COMMISSIONERS COURT

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

LARRY WAGENBACH

DATE OF DEPARTURE: April 17, 1990

DATE OF RETURN: April 18, 1990

DESTINATION: College Stations, Texas

PURPOSE OF TRIP: Participate as guest panelist--18th Annual County Treasurer's Seminar

MODE OF TRANSPORTATION: Auto

****

DEPARTMENT HEAD APPROVAL: SAM W. DICK-CRIMINAL DIST. ATTY.
Name & Department

DATE: 4-6-90

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

RECEIVED
APR 12 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

I hereby request authority to make an official trip outside Fort Bend County accompanied by the following persons: (2 total)

STEVE VALIKONIS

Period: Date of Departure May 23, 1990

Date of Return May 26, 1990

Purpose of Trip: to attend the Marriage Dissolution Seminar

Places to be Visited: Corpus Christi, Texas

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

Name

4/9/90
Date

Judge, 328th District Court
Title

* *

Approved: Commissioners' Court

County Judge

Date

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

41-1610-A

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:

SHEPARD H. WERLEIN

DATE OF DEPARTURE: 20 MAY 90

DATE OF RETURN: 25 MAY 90

DESTINATION: BANDERA, TEXAS

PURPOSE OF TRIP: CONSTABLES MANAGEMENT SEMINAR

MODE OF TRANSPORTATION: COUNTY VEHICLE

****

DEPARTMENT HEAD APPROVAL: S.H. WERLEIN, CONSTABLE PCT-4
Name & Department

DATE: 4-16-90

S.H. Werlein
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official Bob Lutts

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:

Rosie Poncik

Period: Date of Departure 5/30/90

Date of Return 5/31/90

Purpose of Trip: Attend the On-Site Sewerage Facilities Inspectors Training Course.

Places to be Visited: Victoria, Tx.

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

Ron D. Drachenberg

Ron D. Drachenberg, P.E., R.P.S.
Name

4/10/90
Date

County Engineer
Title

* *

Approved: Commissioners' Court

County Judge

Date

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

5

41 16

GLOBAL SERVICES, INC.

INTEGRATED BUSINESS SYSTEMS **Canon**

COPIERS • FACSIMILE • MICROFILM • ELECTRONIC TYPEWRITERS

April 3, 1990

Mr. Wayne Massey
FORT BEND COUNTY
COUNTY CLERK'S OFFICE
301 Jackson
Richmond Texas 77469

Subject: Maintenance Agreement
Canon 9030
Serial No. JY000518

Dear Mr. Massey;

Service plays a very important part in increasing the life and the dependability of all office equipment. Global Service, Inc. would like to provide top quality service on your Canon 9030.

A service agreement on your Canon Copier, will cost:

$$1,680.00 plus tax, for one (1) year or 120,000 copies.

This quote is subject to verification of attachment.

This contract will cover the following:

1. Periodic preventative maintenance calls to clean and inspect the copier every copies upon your notification.
2. Parts (except damages resulting from customer negligence), labor, and travel time.
3. Key Operator training for new personnel as necessary or as requested.
4. Preparation for the moving and the reinstallation of equipment. There is however, a fee for moving if we actually move the copier for you.

All equipment which is not presently under a Global Service,

HOUSTON
2902 WEST 12TH ST.
HOUSTON, TX 77008
(713) 864-8777
FAX# (713) 864-1900

BEAUMONT
2930 EASTEX FREEWAY
BEAUMONT, TX 77703
(409) 899-1783
FAX# (409) 899-3670

GALVESTON
4601 FORT CROCKETT BLVD.
GALVESTON, TEXAS 77551
(409) 762-2666
FAX# (409) 762-1676

ANGLETON
442 E. MULBERRY
ANGLETON, TX 77515
(409) 849-1216
FAX# (409) 849-1217

Inc. Service Agreement, must be inspected by one of our Area Managers and if required must be brought to Service Contract standards. This is charged at normal "Per Call" rates. Our current PER CALL labor rate is $88.00 per hour, plus applicable parts and a flat travel fee of $44.00.

I will follow up this letter with a phone call within the next few days. If you have any questions please call me at (713) 864-3330 ext. 1333.

Very truly yours

Kirk Green
After Market Specialist

KG/tw

Betty 683
(NO ENTRIES IN SHADED AREAS)

AS PER ORIGINAL

REQUISITION
FORT BEND COUNTY PURCHASING DEPARTMENT

DEPARTMENT	County Clerk	DEPTARTMENT PHONE NO. 679	DATE: 4/10/90
DELIVERY ADDRESS:	301 Jackson Richmond Tex		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.
	Maintenance Agreement- Cannon 9030		
	Ser. # Jy000518		
	Cost- $1,580.00 for one yr.or 120,000 copies		
JUSTIFICATION (ONLY IF INDICATED):		TOTAL COST	

JUSTIFICATION (CONTD.)

LAST KNOWN SOURCE: Global Services, INc. 2902 W. 12th St. Houston, Texas 77008
Att: Kirk Green 864-3330 ex. 1333

NEAREST PLANT/PIT/SIDING:

DEPARTMENT HEAD SIGNATURE: DATE: 4/10/90 Dianne Wilson

PURCHASING AGENT:

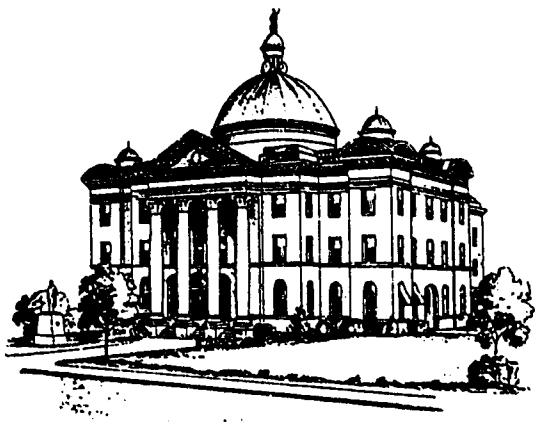
SELECTED VENDOR (PURCHASING):

FBCPA 101 (1 JUL 89) 10M

FOR USE OF PURCHASING DEPARTMENT ONLY

PURCHASING COPY

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

March 30, 1990

Each Member
Commissioner's Court
Fort Bend County, Texas

Gentlemen,

Attached are pages 1, 2, and 5 of the current gasoline contract which was awarded to South Coast Fuel, Inc. by Commissioner's Court on November 27, 1989 and is being contested by that vendor.

Please note that paragraph P on page 5 advises the bidder that Fort Bend County WILL NOT pay delivery fees on fuel as described in Section 26.3574 Texas Water Code.

We put that "NOTE TO VENDORS" in the bid to alert the vendors that they should build into their bid price any fees that they anticipated having to pay. The difference in price differential bid by the other bidders on this contract were 2 to 3 times higher than South Coast Fuel leading me to believe that they knew their business and built the additional fees into their bid.

I suggested that if the Court authorizes payment of the requested delivery fees we may very well hear from the two other bidders (Sugar Land Bulk and Mike Krolczyk) before sundown.

Sincerely,

John J. Hammett

P.S. I cannot explain the strange date used by the bidder on each page; that date was over 4 months before we even issued the invitation. Records in the Office of the County Judge show that South Coast Fuel turned in their bid at 10:30 AM on 11-13-89.

INVITATION FOR BIDS
ANNUAL CONTRACT FOR THE PURCHASE OF GASOLINES FOR FORT BEND COUNTY AND THE FORT BEND COUNTY DRAINAGE DISTRICT
CONTRACT EXPIRES: 30 JUNE 1990 (RENEWABLE CONTRACT)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-011	10 - 30 - 89	1	7

Sealed bids, subject to the Terms and Conditions of this Invitation For Bids, for the purchase of gasolines, as described in 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. 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.

South Coast Fuel, Inc.
LEGAL NAME OF CONTRACTING COMPANY

Don R. Button	Sales Manager	(713) 741-7234
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
P.O. Box 14514	Houston, TX	77221-4514
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
2600 South Loop West #430	Houston, TX	77054
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE GASOLINES 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: _____ 06/08/89
DATE

Don R. Button	Sales Manager	(713) 741-7234
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ 11/27/89
COUNTY JUDGE, FORT BEND COUNTY, TEXAS — DATE

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-011	10 - 30 - 89	2	7

A. SCOPE:

It is the intent of Fort Bend County to purchase from one (1) vendor all GASOLINES for use by all Fort Bend County Facilities as well as the Fort Bend County Drainage District, as provided for in this invitation for bids.

B. PERIOD OF CONTRACT:

This contract is for 6 months, 1 January 1990 thru 30 June 1990. Fort Bend County reserves the right to extend this contract, every six (6) months (24 months maximum), upon agreement by both parties, under the same terms and conditions.

C. CONTRACT CANCELLATION:

Failure by the vendor to perform under this contract shall be cause for cancellation of the contract by Fort Bend County; fuel will then be purchased on the open market, charging back to the vendor the difference between market and contract price, subtracting such total from outstanding invoices or the performance bond. Fort Bend County further reserves the right to cancel this contract at any time with 30 days written notice; bidder is afforded the same right.

D. INSURANCE: (See Page #6).

Bidder must submit with bid proof of liability insurance in the minimum amounts of $100,000/$300,000/$100,000.

E. BID BOND: (See Page #6).

A bid bond in the amount of $1,000.00 must accompany bid. Bid Bond to be in the form of a Cashier's Check payable to Fort Bend County. Successful bidder's bid bond will become a performance bond upon award of bid, and will be returned to successful bidder 15 days after expiration of contract. Unsuccessful bidder's checks will be returned, upon written request, 15 days after award of bid by the Fort Bend County Commissioners Court. Failure to submit Bid Bond will result in the disqualification of bid.

F. SUBCONTRACTING:

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

G. CONTACT PERSON:

For additional information contact Mr. Gilbert Jalomo, Assistant Purchasing Agent at (713) 341-8640.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-011	10 - 30 - 89	5	7

L. PAYMENT BY FORT BEND COUNTY:

Fort Bend County guarantees payment within 30 days after receipt of invoice by County Auditor.

M. IRS REGISTRY: (See Page #6).

Vendor must have been issued, and have in current status the IRS CERTIFICATE OF REGISTRY (Form 637). A copy of certificate must be submitted with bid, failure to do so will result in the disqualification of bid.

N. REFERENCES: (Enter information on Page #6).

Bidders must submit with bid a list of no less than three references. References must state contact person's name and phone number at each location. References submitted must be of contracts past or present, of a similar or larger operation than Fort Bend County. Failure to submit references will result in the disqualification of bid. References will be a consideration in the evaluation of bid.

O. BID PRICE: (Enter information on Page #6).

Vendors shall bid a fixed price differential above or below the AVERAGE price posted for that particular fuel in the OIL PRICE INFORMATION SERVICE (OPIS) PAD3 REPORT for Houston, Texas. The AVERAGE price may vary from week to week; however, the price differential (+ or -) must remain constant for the duration of the contract. In arriving at the invoice price the vendor shall apply the differential to the AVERAGE price shown on the PAD3 REPORT received Monday of the week following the week during which delivery is made (NOTE: To avoid delay in payment please adhere to this provision to the letter). Selling price must not include Federal Excise Tax, Fort Bend County is tax exempt. Fort Bend County will pay State Tax, however, do not include State Tax in bid price, this tax must be listed seperatly on each invoice submitted for payment.

P. NOTE TO VENDORS:

Fort Bend County, being liable for a Storage Tank Fund Fee under Sec. 26.358 Texas Water Code, will not be responsible for delivery fees described in Sec. 26.3574 of that code.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

Purchasing Agent copy 41 6.9

Bid 89-060

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

November 3, 1989

The Honorable Kathy Hynson
Treasurer
Fort Bend County, Texas

RE: The Petroleum Delivery Fee pursuant to Amendments to the Texas Water Code

Dear Ms. Hynson:

In your enclosed letter you ask whether the County is liable for paying a petroleum product delivery fee. Specifically, House Bill 1588, which became effective September 1, 1989, imposes a fee that is passed on to anyone who purchases petroleum coming out of an above ground or underground storage tank. One of the County's petroleum suppliers has inquired as to why the fee remains unpaid by the County.

DOES THE AMENDMENT TO THE WATER CODE APPLY TO FORT BEND COUNTY PETROLEUM SUPPLY CONTRACTS

House Bill 1588 amends Chapter 26 of the Texas Water Code (attached hereto). The amendments give the Texas Water Commission authority to establish and enforce orders that will protect underground water. Any fees and/or penalties collected are designated for a storage tank remediation fund. Section 26.3574 reads in part as follows:

> (a) In this section: (1) "Bulk facility" means a facility, including pipeline terminals, refinery terminals, rail and barge terminals, and associated underground and above ground tanks, connected or separate, from which petroleum products are withdrawn from bulk and delivered into a cargo tank or a barge used to transport those products. This terms does not include petroleum products consumed at an electric generating facility. (2) "Cargo tank" means an assembly

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

that is used for transporting, hauling, or delivering liquids that consists of a tank having one or more compartments mounted on a wagon, trunk, trailer, rail car, or wheels. (3) "Withdrawal from Bulk" means the removal of a petroleum product from a bulk facility storage tank for delivery directly into a cargo tank or a barge to be transported to another location other than another bulk facility for distribution or sale in the State. (b) A fee is imposed on the delivery of a petroleum product on withdrawal from bulk of that product as provided by this subsection. Each operator of a bulk facility on withdrawal from bulk of a petroleum product shall collect from the person who orders the withdrawal a fee in an amount determined as follows:

> (1) $12.50 for each delivery into a cargo tank having a capacity of less than 2,500 gallons; (2) $25.00 from each delivery into a cargo tank having a capacity of 2,500 pounds or more but less than 5,000 gallons. (3) $37.50 for each delivery into a cargo tank having a capacity of 5,000 gallons or more but less than 8,000 gallons. (4) $50.00 for each delivery into a cargo tank having a capacity of 8,000 gallons or more but less than 10,000 gallons; and, (5) A $25.00 fee for each increment of 5,000 gallons or any part thereof delivered into a cargo tank having a capacity of 10,000 gallons or more.

(c) The fee collected under subsection (b) of this section shall be computed on the net amount of a petroleum product delivered into a cargo tank.

Mr. Scott Fisher, of the Texas Oil Marketers and an expert on House Bill 1588, advised this office that "operators of bulk facilities" was intended to refer to the oil companies. He said further that the "person who orders the withdrawal" referred to in §26.3574(b) above would be an entity like a county supplier of petroleum products.

Section 23.344 lists the aboveground and underground storage tanks that are exempt from enforcement under the statute. This office is of the opinion Fort Bend County is not within the exemptions of Section 26.344 and, therefore, must pay the petroleum product delivery fee.

HOW DOES THE PETROLEUM PRODUCT DELIVERY FEE AFFECT EXISTING COUNTY CONTRACTS

Enclosed is a copy of a "Contract For Purchase of Gasolines for Fort Bend County" from the Fort Bend County Purchasing Department. Two facts are apparent:

1. When a supplier's bid is accepted by the County and the Supplier is notified of same, a contract is formed.

2. The terms contained in the contract govern the price and other factors of the arrangements. The clearest proof of the foregoing is contained in the bid signed and submitted by the supplier:

CERTIFICATION

> By my signature hereon I certify that the gasoline and service which I proposed 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.

The bid price on page 7 of the "Invitation to Bid" reads as follows:

> Vendor shall bid a fixed price differential above or below the average price posted for that particular fuel and the Oil price information service (OPIS) pad three report for Houston, Texas. The average price may vary from week to week; however, the price differential (plus or minus) must remain constant for the duration of a contract.

The above mentioned portions of the contract indicate the supplier considers the bid a binding contract and that the price is fixed above or below a certain differential. Where the terms contained in a contract are clear and unambiguous, it is exclusive. Therefore, the Commissioners' Court has authorized

payment of fuel only and there is no provision in the agreement to pay additional fees. With such authorization from Commissioners' Court, your office is without power to pay for anything other than the terms of the contract.

The Texas and United States Constitutions support the concept that contracts are binding. Article 1 Section 10 Clause 1 of the United States Constitution and Article 1 Section 16 of the Texas Constitution contain almost identical mandates that States cannot enact laws that impair contracts.

It has been written that a contract is controlled by its own terms.

> Where a written contract is clear and certain, and where there is no showing of fraud or mistake, the instrument alone will be deemed to express the intention of the parties and will be enforced as written, no matter what their actual intention may have been. 14 Tex. Jur. 3rd. Contracts Section 186.

The bid contract from the Fort Bend County Purchasing Department contains one method by which the price of fuel is determined: differential plus average cost. The supplier thus may not pass through his cost that are in addition to that contained in the contract.

Martin Cherry, an attorney with the Texas Comptroller of Public Accounts, says that Counties are not exempt from payment of the fee unless the County comes under Section 26.344 of the Texas Water Code. That exemption pertains to farm or residential tanks, heating oil tanks and septic tanks, etc. The "Contract for Purchase of Gasolines for Fort Bend County" does not come under an exemption. However, he stated that if that expense that is imposed by law is passed on to an entity like the county for the purchase of petroleum and same is not paid, it is a private contract dispute.

SUMMARY

The contract in question is clear and unambiguous. Fort Bend County and the supplier of petroleum intended that it be a binding contract and that the price be limited to the price

provision in the contract. The petroleum product delivery fee was not a part of the contract. Unless Commissioners' Court amends the current contract, there is no authoriztion to pay the same.

Very truly yours,

Portia Poindexter
Assistant District Attorney

PP: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
John Hammett, Purchasing Agent
Robert Grayless, Auditor

7. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: (1) REQUEST APPROVAL OF CONTRACT WITH ANN KNAUTH & ASSOC. REGARDING SPACE PLANNING & IMPROVEMENTS AT MAMIE GEORGE LIBRARY, STAFFORD; (2) REQUEST APPROVAL OF CONTRACT WITH CARL J. STEPHENS REGARDING CONSULTATION FOR BRANCH LIBRARY SITE ACQUISITION (3) REQUEST APPROVAL OF AGREEMENT WITH WHARTON COUNTY JUNIOR COLLEGE REGARDING USE OF LIBRARY SERVICES:

Request approval of contract with Ann Knauth & Assoc. regarding space planning & improvements at Mamie George Library, Stafford:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve contract with Ann Knauth & Assoc. regarding space planning and improvements at Mamie George Library, not to exceed $2,000. Funds to come from library bond issue as presented by Roman Bohachevsky. (Recorded in minutes in full)

Request approval of contract with Carl J. Stephens regarding consultation for branch library site acquisition:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize contract with Carl J. Stephens regarding consultation for branch library site at a cost of $100 per hour, not to exceed $10,000. Funds to come from library bond, as presented by Roman Bohachevsky. (Recorded in minutes in full)

Request approval of agreement with Wharton County Junior College regarding use of library services:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept renewal agreement with Wharton County Junior College regarding use of library services. (Recorded in minutes in full)

8. SHERIFF PERRY HILLEGEIST, RE: ACCEPT FORFEITED VEHICLE, A 1984 LINCOLN CONTINENTAL VIN-1MRB98FXEY648307:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept forfeited vehicle, a 1984 Lincoln Continental VIN-1MRB98FXEY648307. (Recorded in minutes in full)

9. MR. DENNIS MCAFEE, CHIEF JUVENILE PROBATION OFFICER, RE: (1) REQUEST APPROVAL OF ORDER TO APPLY FOR REGULAR LICENSE PLATES FOR UNMARKED VEHICLES FOR JUVENILE PROBATION DEPT.; (2) REQUEST EXTENSION OF SICK LEAVE FOR EMPLOYEE:

Request approval of order to apply for regular license plates for unmarked vehicles for Juvenile Probation Dept.:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to apply for regular license plates for the following unmarked vehicles for Juvenile Probation Dept.: (Recorded in minutes in full)

1989 Chev. Caprice #G1BL5172KR219137
1984 Olds. Delta 88 #1G3AN69Y7EM85365
1988 Chev. Caprice #1G1BL51Z4JR167882
1985 Chev. Impala #1G1BL69H9FY145617

Request extension of sick leave for employee:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize Carol Thornton, Juvenile Probation employee, extension of 14 days sick leave. (Recorded in minutes in full)

7/1

41 1625

ANN KNAUTH & ASSOCIATES

March 15, 1990

Mr. Roman Bohachevsky
Fort Bend County Library Director
George Memorial Library
1001 Golfview Drive
Richmond, Texas 77469

Dear Roman:

Pursuant to our discussions, Ann Knauth & Associates propose to provide design services to Fort Bend County. Services will be for space planning and remodeling of the interiors of the Stafford Library Branch, 5,184 Sq. Ft., one-story bldg., 320 Dulles Avenue, Stafford, Texas, 77477, (hereinafter referred to as the "Project").

ANN KNAUTH & ASSOCIATES WILL BE HEREINAFTER REFERRED TO AS AKA. FORT BEND COUNTY WILL BE HEREINAFTER REFERRED TO AS CLIENT.

AKA and CLIENT agree that the areas of the Project under consideration for design are:

Interior Work

1. Develop new space plan for Library Interior with input from principal library staff. Plan will consider enclosing the entry porch area to become part of the interior space of the Library.
2. Develop typing/computer area.
3. Design an audio/visual equipment closet.
4. Specify new carpet.
5. Look at ways to delete 1-3 rows of the stacks.
6. Develop area for Wilson Guide (periodicals).
7. Card catalogues will become computers soon; look at impact.
8. Division of Public from Staff areas needs to be developed for Reference Librarian's work area. She needs more desk space/ with a counter for the public.
9. Book Drop needs to be located close to the Circulation Desk.
10. Design area for FAX.
11. Create shelving for Circulating Reference Books.
12. Children's Librarian needs larger desk & work area.
13. Incorporate security system in to entrance program.

101 SOUTHWESTERN BLVD., SUITE 208, SUGAR LAND, TEXAS 77478 (713) 242-9703

AKA proposes to provide the following services:

BASIC SERVICES

1. AKA will document and evaluate the present building conditions: how much space is used by each entity/employee, what works well and what does not, etc.

2. AKA will define the fundamental functional, spatial, and visual relationships among components of the project.

3. AKA will summarize key requirements of governing codes and regulations.

6. AKA will develop a space program.

7. AKA will present the program to CLIENTS' representatives.

8. AKA will specify new carpet.

COMPENSATION

Compensation for BASIC SERVICES will be on an hourly basis as listed below:

Principal	$65.00 per hour
Associate	Multiple of 2 1/2 times actual wage
Staff	Multiple of 2 1/2 times actual wage

The total BASIC SERVICES professional fee is not to exceed $2,000.

REIMBURSIBLE EXPENSES

Reimbursible Expenses shall be defined as our actual expenditure made in the interest of the PROJECT plus a handling charge of twenty-five percent (25%). These include expense of blueprinting and/or photo copy reproduction and reproduction of specifications; cost of photography and photography prints; cost of preparation of perspectives or models for your use. Any engineering or special consultants fees will be approved by you in advance and will be invoiced with no handling charge as a reimbursable expense. Automobile expense will be invoiced at $.25/mile with no handling charge.

ADDITIONAL SERVICES

Services other than those described above shall be performed by AKA when requested by the CLIENT and agreed to by both parties in writing and shall be compensated for as ADDITIONAL SERVICES on an hourly basis as listed below, plus Reimbursible Expenses:

Principal	$65.00 per hour
Associate	Multiple of 2 1/2 times actual wage
Staff	Multiple of 2 1/2 times actual wage

PAYMENT

Payment of compensation for BASIC SERVICES, ADDITIONAL SERVICES and REIMBURSIBLE EXPENSES shall commence monthly in May of 1990 to AKA by CLIENT upon receipt of invoices for services performed and expenses incurred. Payments are due AKA on the date of billing and shall bear interest at prime rate on the date billing is due, plus two percent (2%), commencing thirty (30) days after the date of billing. If payment is received within thirty (30) days after the date of billing, interest will not be charged.

This Agreement may be terminated by either party upon Five days written notice. In the event of termination, AKA shall be paid by the CLIENT for services performed to termination date, including REIMBURSIBLE EXPENSES then due.

This Agreement represents the entire agreement between AKA and the CLIENT and may only be amended by written instrument signed by both parties. This Agreement is governed by the laws of the State of Texas.

Representatives of the CLIENT will provide AKA the existing building plans, elevations, sections, specifications, furniture lay-out and specifications, and any other pertinent existing documents that may assist with the project programming, as soon as possible after the legal representatives of the CLIENT have approved this letter of agreement with their signatures.

The CLIENT'S signature of approval of this letter, when returned to this office, will serve as notice to proceed with the services enumerated under this Agreement. This Agreement is valid, unsigned, for sixty (90) days from this date.

Sincerely,

Ann Knauth

Ann Knauth
Principal

APPROVED AND ACCEPTED

THIS 16 DAY April 1990

By: Bob Lutz
COUNTY JUDGE PRO-TEM

7/2

41 1628

STEPHENS/TINGLEY & ASSOCIATES, INC.
3331 CARTWRIGHT, SUITE 100
MISSOURI CITY, TEXAS 77459
713/261-1060

March 30, 1990

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

Re: Branch Library Site Acquisitions

Dear Judge Stavinoha:

Please accept this letter as an agreement between Fort Bend County and Carl J. Stephens, Individually, (Stephens) whereby Stephens, as a Consultant, would assist Fort Bend County and the Fort Bend County Library Board in acquiring sites for new branch libraries. As part of this assistance Stephens would perform the following task:

1. Assist in identifying sites to be selected.
2. Determine that utilities and drainage are adequate to serve the libraries needs on sites to be considered.
3. Address environmental issues if applicable.
4. Determine adequate access is available to the sites.
5. Assist in negotiations of the purchase of the sites.
6. Perform any other matters that may need to be addressed to properly carry out the task.

Stephens would perform the above task on all current or proposed sites of branch libraries including but not limited to the following locations:

1. Missouri City
2. First Colony
3. Sugar Land
4. Stafford
5. Fulshear
6. Needville

Stephens agrees to perform such consulting task, as detailed above, for a consulting fee of one-hundred dollars ($100) per hour, payable monthly as fees are earned. Stephens agrees not to exceed a total fee of $10,000.00 without the prior written approval of Fort Bend County. Stephens agrees to avoid any conflict of interest situations that may arise.

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

Jodie E. Stavinoha
County Judge
Fort Bend County

cc: Larry Waggenbach, D.A.'s Civil Division

PP:LJ A:WCJC.AGR (010490)

41 73 1650

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND WHARTON COUNTY JUNIOR COLLEGE

This agreement is entered into between the County of Fort Bend, hereinafter referred to as "County" and the Wharton County Junior College, hereinafter referred to as "W.C.J.C."

WHEREAS, W.C.J.C. desires the use of the facilities of the Fort Bend County Library for the use of students who live outside Fort Bend County, and are enrolled at W.C.J.C. Satellite Campus located in Richmond, Texas; and,

WHEREAS, the governing body of W.C.J.C. has duly authorized this agreement; and,

WHEREAS, Fort Bend County desires to assist W.C.J.C. by allowing students who live outside the County enrolled at its satellite campus located in Richmond, Texas, the use of the facilities of the Fort Bend County Library; and,

WHEREAS, the governing body of the County has duly authorized this agreement; and,

NOW THEREFORE, County and W.C.J.C. mutually agree as follows:

1. W.C.J.C. will pay County Ten Dollars ($10) for each student that lives outside the County and is enrolled at W.C.J.C. Satellite Campus located in Richmond, Texas, and applies for a library card from the Fort Bend County Library.

2. It is expressly understood and agreed by the County and W.C.J.C. that, W.C.J.C. will recover overdue library loans for the Fort Bend County Library with all the remedies that it has available when students have books overdue from W.C.J.C.'s library. It is further agreed by W.C.J.C. that after a period of six weeks has passed since said loans are first overdue, W.C.J.C. will reimburse the County for the cost of replacement of said overdue loans.

3. It is expressly understood and agreed by W.C.J.C. that, W.C.J.C. will provide the Fort Bend County Library with the names of all the students who are eligible to apply for a library card under the terms of this agreement.

4. It is expressly agreed and understood by both parties that W.C.J.C. will not discriminate against any application for enrollment because of race, color, creed, or national origin.

5. W.C.J.C. hereby indemnifies and holds the County and the Fort Bend County Library, Commissioners' Court, Directors, Officers, and all County employees harmless, insofar as any use of the Fort Bend County Library under this agreement.

6. It is expressly agreed and understood that this agreement may be terminated by either party without cause by giving thirty (30) days written notice to the other party.

7. The term of this agreement is for one year commencing on the 1 day of January, 1990, and ending on the 31 day of December, 1990.

8. This agreement is automatically renewed on the 1 day of January each year thereafter unless either the County or W.C.J.C. gives thirty (30) days written notice prior to the automatic renewal date of the intention not to renew the agreement.

SIGNED this 16 day of April, 1990.

FORT BEND COUNTY, TEXAS

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson, County Clerk

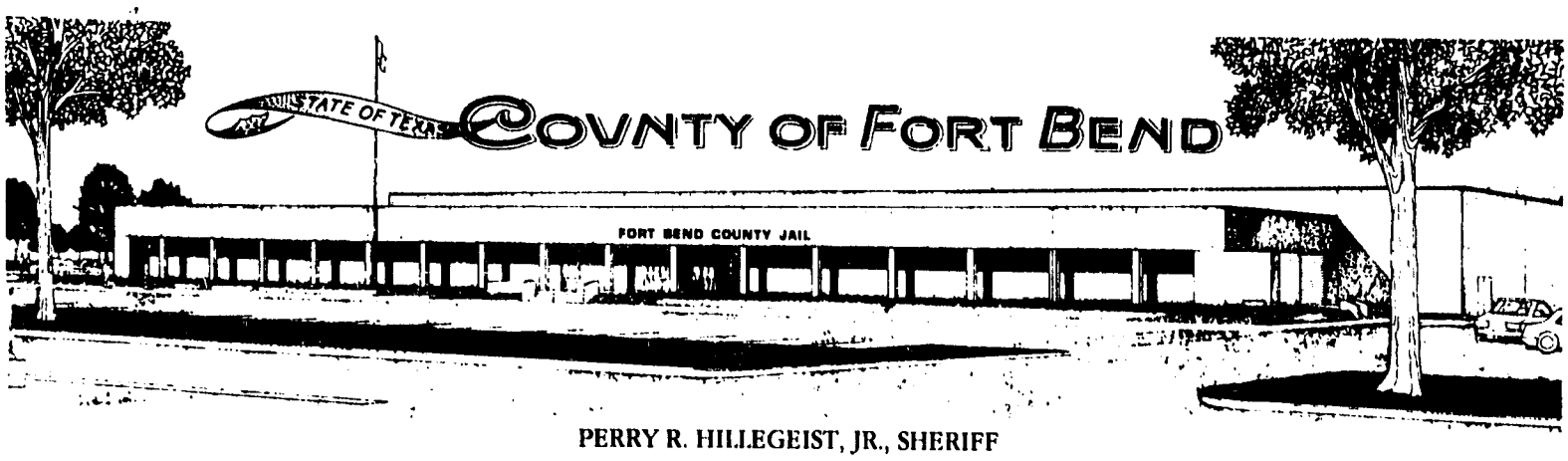
SIGNED this _____ day of _____, 1990.

WHARTON COUNTY JUNIOR COLLEGE

Chairman of Board of Trustees

ATTEST:

41 B



PERRY R. HILLEGEIST, JR., SHERIFF

April 9, 1990

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, April 16, 1990.

Accept property to wit: a 1984 Lincoln Continental Automobile, VIN: 1MRBP98FXEY648307. This is a forfeited vehicle and will be assigned to the Fort Bend County Sheriff Department.

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Perry R. Hillegeist, Jr.
Sheriff

PRH/jj

cc: Dianne Wilson, County Clerk
Mr. John Hammett, Purchasing Agent
Mr. Robert Grayless, County Auditor

1410 Ransom Road • Richmond, Texas 77469 • 713/342-6116

THE UNITED STATES GOVERNMENT
CERTIFICATE OF RELEASE OF A MOTOR VEHICLE
(See Instructions on reverse)

CERTIFICATE NO. 41 1004

The undersigned DEPARTMENT or AGENCY of the UNITED STATES GOVERNMENT certifies that the motor vehicle described herein, the property of the UNITED STATES GOVERNMENT, has been transferred this 15th day of MARCH 19 90, to the Transferee designated herein; and that this is the first transfer of such vehicle in ordinary trade and commerce subsequent to acquisition thereof by the UNITED STATES GOVERNMENT.

TRANSFEREE (Name of dealer, individual, etc.)	ADDRESS OF TRANSFEREE (Please include ZIP code)
FORT BEND COUNTY SHERIFF'S DEPARTMENT	1410 RANSOM ROAD, RICHMOND, TEXAS 77469

TRANSFEROR (Accountable office; i.e., department or agency; subunits and address, including ZIP code)
DEPT. OF JUSTICE, U.S. MARSHALS SERVICE, P.O. BOX 61608, HOUSTON, TX. 77208

MAKE OF VEHICLE	YEAR	SERIES OR MODEL	ENGINE NO. ‡	MANUFACTURER'S SERIAL NO.
LINCOLN	84	CONTENTIAL		1MRBP98FXEY648307

TYPE OF VEHICLE *	KIND OF BODY †
PASSENGER	2 DOOR

NUMBER OF CYLINDERS	HP. (SAE) ‡	FUEL	NUMBER OF AXLES ‡	NUMBER OF DUAL WHEELS ‡	TIRES
8		gasoline			☐ SOLID ☐ PNEUMATIC
WEIGHT (Shipping)		NO. OF PASSENGERS ‡	WHEELBASE ‡	MANUFACTURER'S RATED CAPACITY	SALE PRICE

ODOMETER MILEAGE STATEMENT

Federal Regulations require you to state the odometer mileage upon transfer of ownership. An inaccurate or untruthful statement may make you liable for damages to your transferee, for attorney fees, and for civil or criminal penalties, pursuant to Sections 409, 412, and 413 of the Motor Vehicle Information and Cost Savings Act of 1972 (Public Law 92–513, as amended by Public Law 94–364). I, _____ state that to the best of my knowledge, based upon United States Government records, the odometer of the vehicle described above reads 88,909 miles/kilometers.

CHECK ONE BOX ONLY:

☐ 1. I HEREBY CERTIFY that to the best of my knowledge, the odometer reading as stated above reflects the actual mileage of the vehicle described above.

☐ 2. I HEREBY CERTIFY that to the best of my knowledge, the odometer reading as stated above reflects the amount of mileage in excess of designed mechanical odometer limit of 99,999 miles/kilometers of the vehicle described above.

☐ 3. I HEREBY CERTIFY that to the best of my knowledge, the odometer reading as stated above is not the actual mileage of the vehicle described above, and should not be relied upon.

CHECK ONE BOX ONLY:

☐ 4. I HEREBY CERTIFY that to the best of my knowledge, the odometer of said vehicle was not altered, set back, or disconnected while in my possession and I have no knowledge of anyone else doing so.

☐ 5. I HEREBY CERTIFY that to the best of my knowledge, the odometer was altered for repair or replacement purposes while in my possession, and that the mileage registered on the repaired or replacement odometer was identical to that before such service.

☐ 6. I HEREBY CERTIFY that to the best of my knowledge, the repaired or replacement odometer was incapable of registering the same mileage, that it was reset to zero, and that the mileage on the original odometer or the odometer before repair was _____.

NOTE MILEAGE CANNOT BE CERTIFIED ON SEIZED VEHICLES

SIGNATURE OF TRANSFEROR'S (Seller's) REPRESENTATIVE	TITLE	DATE
[signature]	DEPUTY U.S. MARSHAL	03/15/90
SIGNATURE OF TRANSFEREE (Buyer)		DATE
M C Chamblee		4-2-90

* Automobile, station wagon, ambulance, truck motor or tractor, trailer, semitrailer, bus, motorcycle, motor scooter, etc.
† Automobile coupe, two or four door sedan, truck pickup, panel, van, cargo, stake, platform, trailer pole, dolly, cable reel, bogie, tank (give capacity) etc.
‡. Where applicable. See Instructions on reverse.

STANDARD FORM 97 (REV. 7-79)
Prescribed by GSA FPMR (41 CFR) 101-38-701
Previous Edition Not Useable

NSN 7540-00-634-4047

97-106

Form 62A
Rev. 11-84

COUNTY Fort Bend

AFFIDAVIT AND APPLICATION FOR EXEMPT LICENSE PLATES

DATE LIC. ISSUED _____
(For Dept. Use)

Year Model	Make of Vehicle	Body Style	Motor Vehicle Identification No.	Present Lic. No. Year	Present Lic. No. Lic. No.	Equip No., if any	Title or Application Number	Exempt Lic. No. For Dept. Use
1989	Chev.	Caprice	G1BL5172KR219137		Exempt 563-810	05319		
1984	Olds.	Delta 88	1G3AN69Y7EM85365		Exempt 448-097	13885		
1988	Chev.	Caprice	1G1BL51Z4JR167882		Exempt 537-885	08712		
1985	Chev.	Impala	1G1BL69H9FY145617		Exempt 485-890	13894		

Vehicle(s) shown above will be operated by Fort Bend County Juvenile Probation Department
Name of Exempt Agency Department

Dennis A. McAfee — Signature of Authorized Agent
Chief Juv. Probation Officer — Title
307 South Fort Street — Mailing Address
Richmond — City
Texas — 77469 — 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 Dennis A. McAfee 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 16th day of April, 19____.

NOTARY SEAL Robin E. Miller Notary Public Fort Bend County, Texas.
Robin E. Miller
Commission expires. 11-26-92

(See Reverse Side for Instructions)

342-2772
Jo Ann

A1 1055

Affidavit for Regular License Plates to be Used on Exempt Vehicles

AS PER ORIGINAL

Before me, the undersigned authority, personally appeared Dennis A. McAfee 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:

_____ is exempt from the requirement of
AGENCY NAME
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. _____

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.

Dennis A. McAfee	Chief Juvenile Probation Officer	Fort Bend County Juvenile Probation Dept.
Signature	Title	Agency

SWORN AND SUBSCRIBED TO BEFORE ME THIS 16th **DAY OF** April, 1990

Robin E. Miller
Signature of Notary Public

Robin E. Miller
Print Name of Notary Public

11-26-1992
Date My Commission expires:

NOTARY SEAL

STATE OF TEXAS
COUNTY OF Fort Bend

Form D12-119 Rev. 2-89

FORT BEND COUNTY JUVENILE PROBATION DEPARTMENT

307 South Fort, Richmond, Texas 77469
(713) 341-4423

CHIEF JUVENILE PROBATION OFFICER
Dennis A. McAfee

JUVENILE BOARD

HON. THOMAS R. CULVER, III
Chairman

HON. WALTER S. McMEANS

HON. C. A. DICKERSON

HON. BRADY G. ELLIOTT

HON. THOMAS O. STANSBURY

HON. JODIE STAVINOHA

April 10, 1990

Commissioners Court
Fort Bend County, Texas

Gentlemen:

I am hereby requesting extended sick leave for employee, Carol Thornton. Mrs. Thornton has been an employee with the county for six (6) years and is presently a secretary with the department. She contracted pneumonia on March 9, 1990 and has returned to half day status as of April 9, 1990. During this lengthy illness Mrs. Thornton exhausted all of her sick, vacation, and comp. time.

Due to the unknown length of time before she will be able to return to full time status, we are requesting 14 working days of extended sick time. We will not utilize the full amount, if possible. This is dependent upon her return date to full time status.

Respectfully,

Dennis A. McAfee
Chief Juvenile Probation Officer

DAM/rm

41 1658 9

4-10-90

AS PER ORIGINAL

TO: Dennis McAfee
Chief Juvenile Probation Officer

FROM: Bill Thomas
Personnel Analyst

SUBJECT: Extended sick leave request on Carol Thornton

Your letter of 4/9/90 requesting documentation for a extended sick leave request on Carol Thornton has been received.

Our records beginning in '86 and running through '89 indicate a use of 315.47 sick hours during the 4 year period with a total of 24 sick leave incidents. The most recent two years indicate only 8 incidents involving a total of 124.81 hours. Performance reviews were completed in August and September of '86, '87, '88, and '89, all with ratings of good, and reviews all referenced the attendance section with less than perfect scores.

The above records are not implying an abuse of sick leave, but only that there has been a more than an average amount of sick leave usage when compared with your overall departmental averages of the same 4 year period.

I understand the most recent illness was implied to be a problem of air quality (mold, mildew, etc.), and that your office has had air quality tests performed in order to determine if her most recent illness was work related, however I understand the test results will not be available until Monday, April 16, 1990. This circumstance presents a potential of a worker's compensation claim, and if that were the case, no extended leave time would be required.

Considering the circumstances for a request of extended sick leave, I suggest in this instance the employee be given the benefit of any doubt relating to questionable use of past sick leave. If you should request extended sick leave, Mrs. Thornton would be eligible to receive up to 14 work days granted at the discretion of Commissioner's Court. Also, please feel free to include a copy of this memo with your request to Commissioner's Court as the Court requires extended leave requests to be reviewed with Personnel.

bt
cc: Honorable Thomas Culver, III
Richard Selleh

B W Thom

10. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: (1) REQUEST TO ADVERTISE FOR BIDS FOR RENOVATION OF EAST-END ANNEX (2) PRESENT JANUARY & FEBRUARY MONTHLY REPORTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to advertise for bids for renovation of East-End Annex, as presented by Marsha Gaines.

Present January & February monthly reports:

Postpone

11. CONSIDER APPROVAL OF AGREEMENT FOR USE OF JUDGE ELLIOTT'S LAW BOOKS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve agreement for use of Judge Elliott's law books. (Recorded in minutes in full)

12. CONSIDER AIR CONDITIONING MAINTENANCE CONTRACT FOR TRAVIS ANNEX:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize contract with Ideal Engineer Co. for air conditioning maintenance for Travis Annex at an annual cost of $8,884.00 for one year, effective April 1, 1990. Funds to come from Building Maintenance. (Recorded in minutes in full)

13. CONSIDER APPLICATION FROM PRIME CABLE TO LAY CABLE UNDER OR ALONG SPYGLASS HILLS DR. & PERDIDIO BAY DR., PCT. 3; AND SARTARTIA WAY, WALKER SCHOOL RD., CLARENDA FALLS DR. & ELLIS CREEK, PCT. 4:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve application from Prime Cable to lay cable under or along Spyglass Hills Dr. & Perdidio Bay Dr., Pct. 3; and Sartartia Way, Walker School Rd., Clarenda Falls Dr. & Ellis Creek, Pct. 4. (Recorded in minutes in full)

14. CONSIDER APPLICATION FROM ASSOCIATED TRANSPORT & TRADING CO. TO INSTALL A RECTIFIER AND GROUND BED FOR CATHODIC PROTECTION ALONG TIERRA GRANDE DR., PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Associated Transport & Trading Co. to install a rectifier and ground bed for cathodic protection along Tierra Grande Dr., Pct. 2. (Recorded in minutes in full)

15. CONSIDER ACCEPTING RENEWAL LETTER OF CREDIT #1990-03 FOR TIERRA GRANDE, SEC. 4, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept letter of credit #1990-03 for Tierra Grande, Sec. 4, Pct. 2. (Recorded in minutes in full)

16. 10:00 A.M.-HOLD PUBLIC HEARING FOR REPLAT OF FIRST COLONY M.U.D. #5, SEC. 1, PCT. 4 AND CONSIDER TAKING ACTION:

Dennis Guerra representing Sugarland Properties Inc. discussed replat.

No public comments.

No court action.

M A R S H A P. G A I N E S
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: April 11, 1990

Reference: Commissioners Court Agenda

Please place the following on Commissioners Court Agenda for April 16, 1990.

1. Advertise for bids for construction of East-End Annex.

Marsha

c:judge.let(5)

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

RECEIVED
APR - 5 1990
COUNTY JUDGE

April 5, 1990

The Honorable Jodie E. Stavinoha
County Judge
Fort Bend County, Texas

RE: Use of Law Books Agreement

Dear Judge Stavinoha:

Enclosed please find a copy of the Agreement which Judge Elliott discussed with you concerning the use of his law books. It is my understanding that this matter will be placed on the agenda Monday, April 9, 1990 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:2441
Enclosure

cc: Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick
Honorable Brady G. Elliott

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

USE OF LAW BOOKS AGREEMENT

THIS AGREEMENT made and entered into by and between **FORT BEND COUNTY** (hereinafter referred to as **"County"**) and **BRADY G. ELLIOTT**, Judge of the 268th Judicial District Court (hereinafter referred to as **"Judge Elliott"**).

WHEREAS, Judge Elliott has agreed to make his hereinafter described personal law books available for use of the 268th Judicial District Court; and,

WHEREAS, County agrees that the hereinafter described law books are necessary and vital to the operations of the 268th Judicial District Court; and,

WHEREAS, in lieu of the **County** purchasing law books for the 268th Judicial District Court, the **County** desires to maintain the hereinafter described law books.

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

I.
Law Books

1.01 **Judge Elliott** will make the following law books available for the use of the 268th Judicial District Court:

Vernon's Texas Constitution
Vernon's Texas Civil Statutes
Vernon's Texas Codes and Texas Code Forms Annotated
Vernon's Texas Rules Annotated-Civil
Vernon's Texas Statutes Annotated-Code of Criminal Procedure
Texas Jurisprudence 3rd
Texas Jurisprudence 2nd

Texas Civil Trial Handbook 1 and 2
Texas Pattern Jury Charges 1, 2 and 3
Texas Practice Guide
McDonald's Texas Civil Practice
Black's Law Dictionary
Texas Rules of Court-State and Federal
Texas Criminal Procedure-Code & Rules
South Western 2nd Reporters (Texas cases only)
West's Texas Digest 2nd
Texas Transaction Guide
Texas Litigation Guide
DTPA Forms and Practice Guide

II.
Cost of Maintenance

2.01 In consideration of the above and foregoing the **County** will be responsible for the updating of the said law books through advance sheets, pocket parts, and other temporary updatings.

2.02 **Judge Elliott** will be responsible for all permanent additions to the above referenced law books.

III.
Term of Agreement

3.01 The term of this agreement is from January 1, 1990 through December 31, 1990. It is understood and agreed that this agreement shall be automatically renewed each year thereafter so long as **Judge Elliott** is the duly constituted Judge of the 268th Judicial District Court, provided however, this agreement may be terminated by either party upon thirty (30) days written notice.

IV.
Assignment

4.01 Neither party to this contract shall assign the contract, nor any interest arising herein, without the written consent of the other.

V.
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 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.

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

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOHA, County Judge

Date: 4/18/90

ATTEST:

Dianne Wilson
DIANNE WILSON, County Clerk

Brady G. Elliott
BRADY G. ELLIOTT, Judge
268th Judicial District Court

Date: 4/20/90

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

Robert Grayless
ROBERT GRAYLESS, County Auditor

Date: 4/20/90

12

41 1663

IDEAL ENGINEERING, INC.

Mechanical Contractors

TIME-SHARED PROTECTION MAINTENANCE AGREEMENT

IDEAL ENGINEERING, INC.

AND

Ft. Bend Courthouse Annex

Box 368

Richmond, Texas

901020

Agreement Number

771-7265 8005 DUNLAP
HOUSTON, TEXAS 77074

PREVENTIVE MAINTENANCE

- Ideal Engineering, Inc. shall provide a planned preventive maintenance program tailored specifically to the customers HVAC equipment.
- All scheduled labor shall be performed during normal working hours.
- All labor shall be performed with qualified, trained personnel directly employed/supervised by Ideal Engineering, Inc.
- Diagnostics and tests will be performed each season.

TRANSITIONAL INSPECTIONS

- Inspections on heating & cooling equipment will be performed at season transition.

REPAIR AND REPLACEMENT

- Ideal Engineering, Inc. will provide the components and necessary labor to replace worn equipment as covered under this agreement.
- Equipment may be replaced if operable but of suspicious reliability in order to eliminate breakdowns.

EMERGENCY SERVICE

- Additional service calls are provided during normal working hours.

ENERGY MANAGEMENT

- Any recommendations made by Ideal Engineering, Inc. for the purpose of reduction of energy useage, will be at no additional charge.

LIMITATIONS

- Replacement or repair of boiler tubes, boiler sections, boiler refractory, chimney, breeching, water coils, steam coils, concealed air lines, fan housings, ductwork, electrical power wiring, water steam, and condensate piping air or water balancing or other structural or nonmoving parts of the heating, ventilation, and air conditioning systems, are not within the scope of this agreement.
- This agreement pre-supposes that all equipment covered is in satisfactory working condition. Any equipment found in need of repairs upon initial inspection or initial seasonal startup will be reported to the owner immediately with a written estimate stating the cost of repairs. Should repairs not be authorized within 30 days, the equipment will be eliminated from coverage and the agreement price shall be adjusted accordingly.
- Ideal Engineering, Inc. shall not be liable for any loss, delay, or injury or damage that may be caused by circumstances beyond it's control including, but not restricted to acts of God, fire, theft, explosions, vandalism, floods, or delays in transportation.
- Ideal Engineering, Inc. shall not be liable for loss of business or consequential damages other than property damage or injury to persons caused as a direct result of negligence by Ideal Engineering, Inc. in performance or failure of performance of it's obligations under this agreement.
- Ideal Engineering, Inc. shall not be liable for repair or replacement of parts as a result of abuse, or negligence by others, or by reason of any other cause except ordinary wear and tear.
- Ideal Engineering, Inc. shall not be responsible for concealed piping and lines. Reasonable access is presumed under the scope of this agreement.

SCHEDULE A

EQUIPMENT COVERED

UNITS	DESCRIPTION	MODEL NO.
2	167.4 Ton Chillers	YCAI16

TERMS OF AGREEMENT

- We agree to provide Building Equipment Maintenance on the equipment designated in Schedule A hereto, in accordance with the terms and conditions of this agreement, at the following locations:

Building Name(s)	and	Address(es)
Ft. Bend Courthouse Annex		309 S. 4th Street
		Richmond, Texas

- This agreement shall begin on April 1, 1990 and shall remain in force for one year and from year to year thereafter until cancelled.
- For these services, including coverage of equipment on schedule "A", you agree to pay Ideal Engineering, Inc. the annual sum of Eighty Eight Hundred Eighty Four Dollars dollars($ 8,884.00) payable in advance on presentation of invoice in accordance with the following schedule:

Monthly: $ 740.33 **Quarterly:** _____

Annually: _____ **Semi-Annually:** _____

- For services not covered under this agreement and performed by Ideal Engineering, Inc., upon your authorization, you agree to pay Ideal Engineering, Inc. upon presentation of itemized invoice(s) at Ideal Engineering, Inc.'s prevailing labor, transportation, and material charges.
- This agreement, when accepted in writing below by you and approved by the authorized Ideal Engineering, Inc. representative, shall constitute the entire agreement between us, and all prior agreements are superseded.
- This agreement may be adjusted by us on any agreement anniversary date for changes in labor and material costs as compared to labor and material costs at the last adjusted anniversary date.
- You agree to pay any applicable taxes or governmental charges in addition to the amounts set forth above.

Accepted by:

FORT BEND COUNTY
Name of Firm

Bob Dutt
Customer's Signature

PO BOX 369
Address

Richmond TEXAS
City State

4-16-90
Date

Ideal Engineering, Inc.

Representative

Date

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16th day of April, 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 3/27/90, Bond No. 73, Permit No. 81152 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Sutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Aida 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. # 81152

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

4-9-90
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

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

8/3/87

41 1001

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. 81152

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)

Walkers Station

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Sartartia Way	10' East of Ellis Creek Dr.	60'	XX			
Walker School Road	5' South of Sartarita Way	60'	XX			
Clarenda Falls Drive	5' West of Walker School Road	60'	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Sartartia Way	10' East of Ellis Creek Dr.	0' East of Walker School Rd.	235'
Walker School Road	5' South of Sartartia Way	200'N.E. of Clarenda Falls Dr.	660'

General Description

Cable crossings shall be a minimum of 24" below bottom of road slab and encased in 2" sch 40 PVC. Parallel construction shall be a minimum of 2' behind and 24" below bottom of curb line. All construction shall be done according to all county specifications

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)

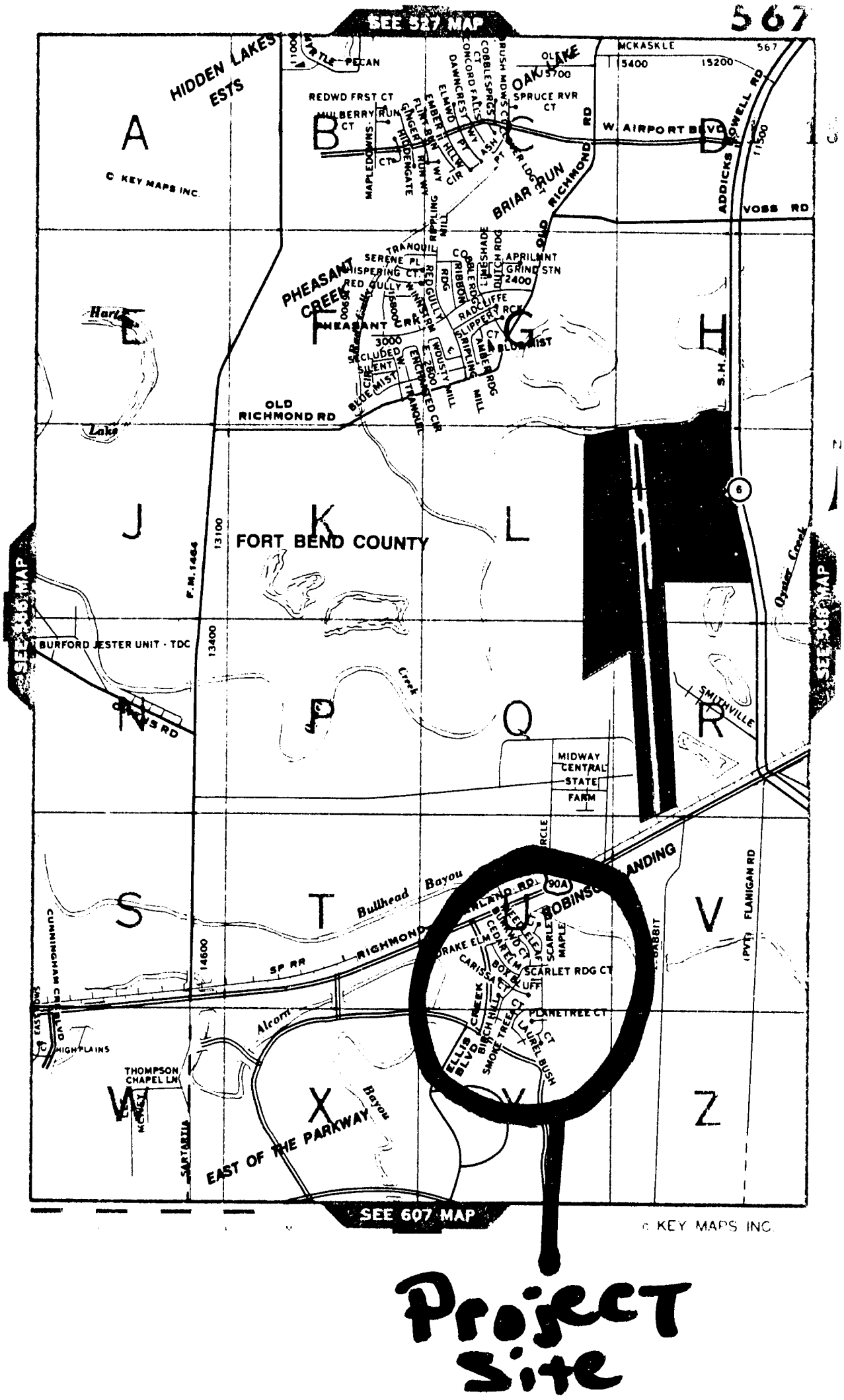
DATE: March 27, 1990
ADDRESS: 13700 Veterans Memorial, Suite 140
(Street/P.O. Box)

Houston Texas 77014
City State Zip
TELEPHONE NO: (713)537-2765

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Clarenda Falls Drive	75' South of Amelia Terrace Court.	60'	XX			

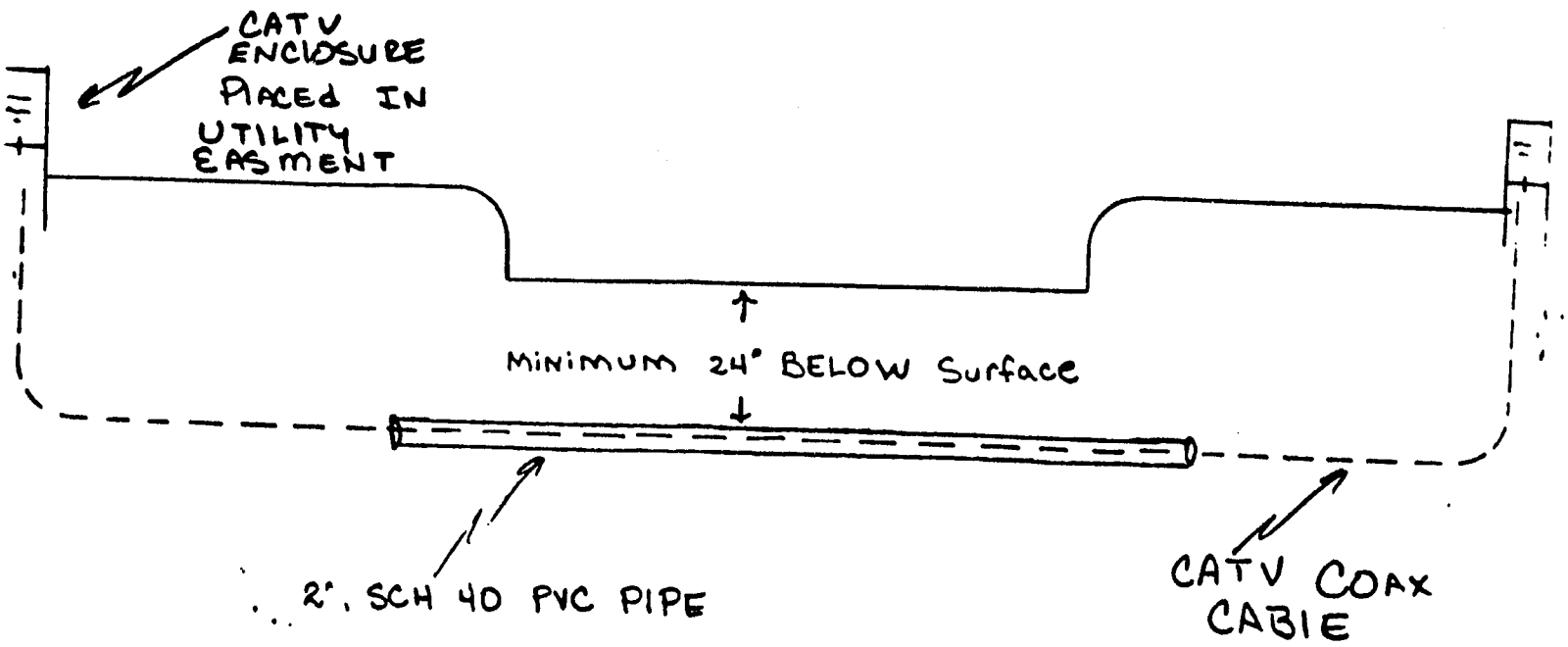
Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
ELLIS CREEK	R.O.W. SARTARTIA WAY	15' NORTH OF R.O.W. SARTARTIA WAY	15'

AS PER ORIGINAL

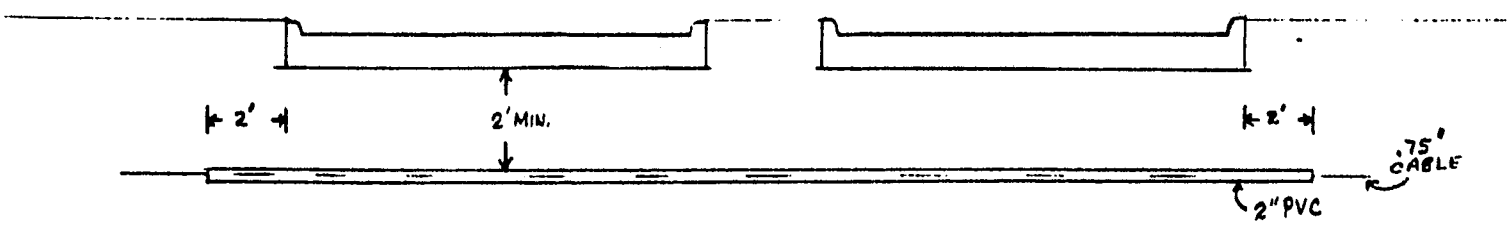


Project Site

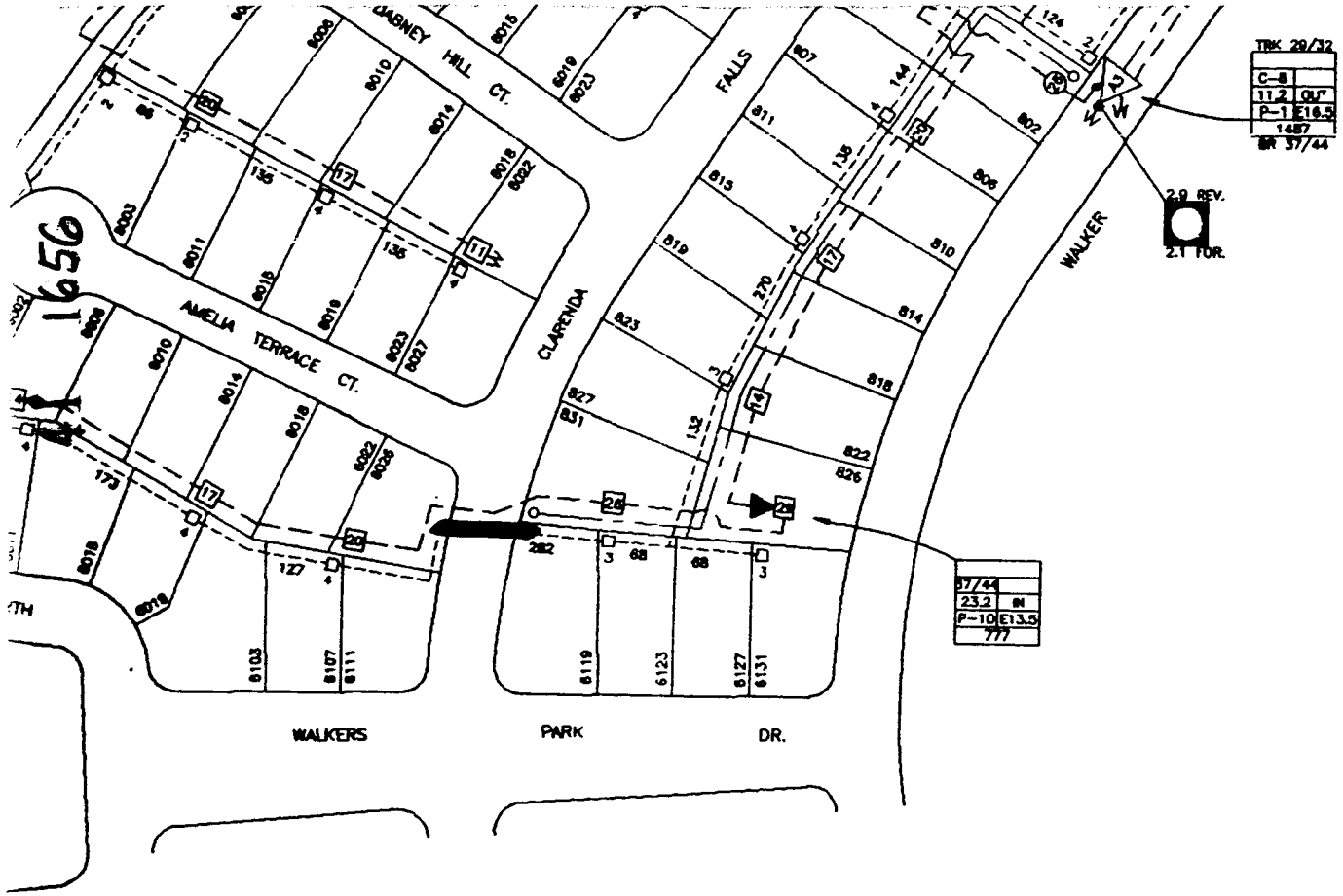
AS PER ORIGINAL



AS PER ORIGINAL



ROAD BORE



0	× POWER POLE	0	SET ANCHOR	0	AERIAL SUBS EXISTING
0	JOINT USE POLE	0	SIDEWALK ANCHOR	0	AERIAL SUBS POTENTIAL
0	CATV POLE	0	STRUT ANCHOR	74	UG SUBS EXISTING
0	TELEPHONE POLE	0	EXTENSION ARM	0	UG SUBS POTENTIAL
0	CONCRETE POLE	0	AERIAL FOOTAGE	0	MULTI UNIT SUBS
0	PRIVATE POLE	5996	UG FOOTAGE	74	TOTAL EXISTING SUBS
0	METAL POLE	5996	TOTAL FOOTAGE	0	TOTAL POTENTIAL SUBS
0	EXISTING ANCHOR	1.14	TOTAL MILEAGE	0	COMMERCIAL SUBS

CATV DESIGN ASSOCIATES, INC
P.O. BOX 33010
AUSTIN, TEXAS 78764
(512) 444-2481

N

DATE: 3-8-90	SYSTEM NO. :
SCALE: 1"=100'	
DRAFTED BY: D. CONLEY	
DESIGNED BY:	

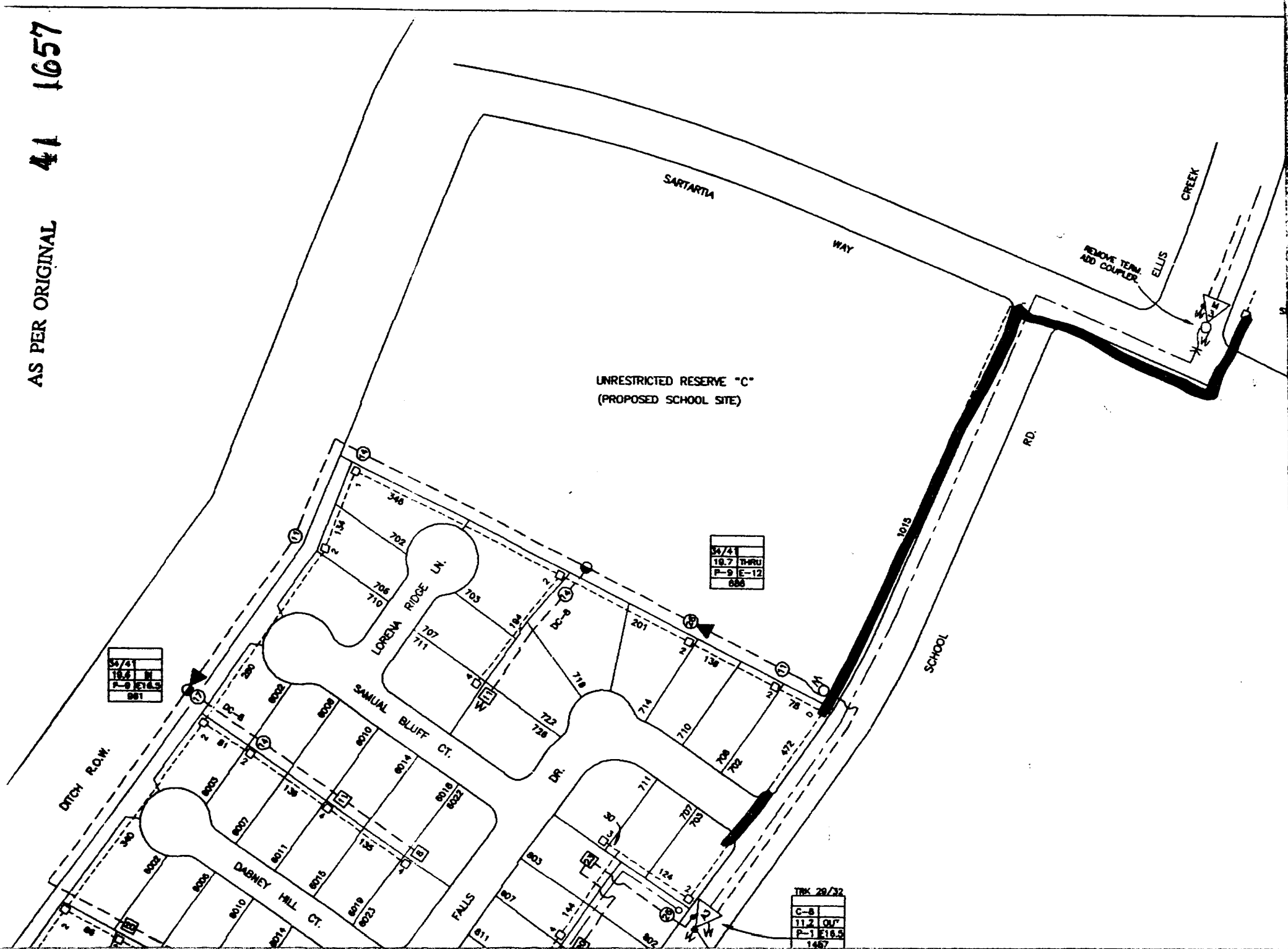
TITLE: WALKER'S STATION S

PRIME CABLE OF FORTE

AS PER ORIGINAL

1656

AS PER ORIGINAL 41 1657



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16th day of April, 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 3/27/90, Bond No. 73, Permit No. 81153 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Sutts, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Koler
Deputy

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

Appl. # 81153

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

4-9-90
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

_____ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

8/3/87

41 1500

AS PER ORIGINAL

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81153

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)

Kelliwood Greens (willow Fork)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Spyglass Hills Drive	5' N.W. Of South Fry Road	80'	XX			
Spyglass Hills Drive	95' N.W. of Ganton Dr.	40'	XX			
Perdido Bay Drive	5' North of South Fry Road	80'	XX			

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

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

General Description

Cable crossings shall be a minimum of 24" below bottom of road slab and encased in 2" sch 40 PVC. All construction shall be done according to all county specifications.

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: March 27, 1990
ADDRESS: 13700 Vetrans Memorial Suite 140
(Street/P.O. Box)

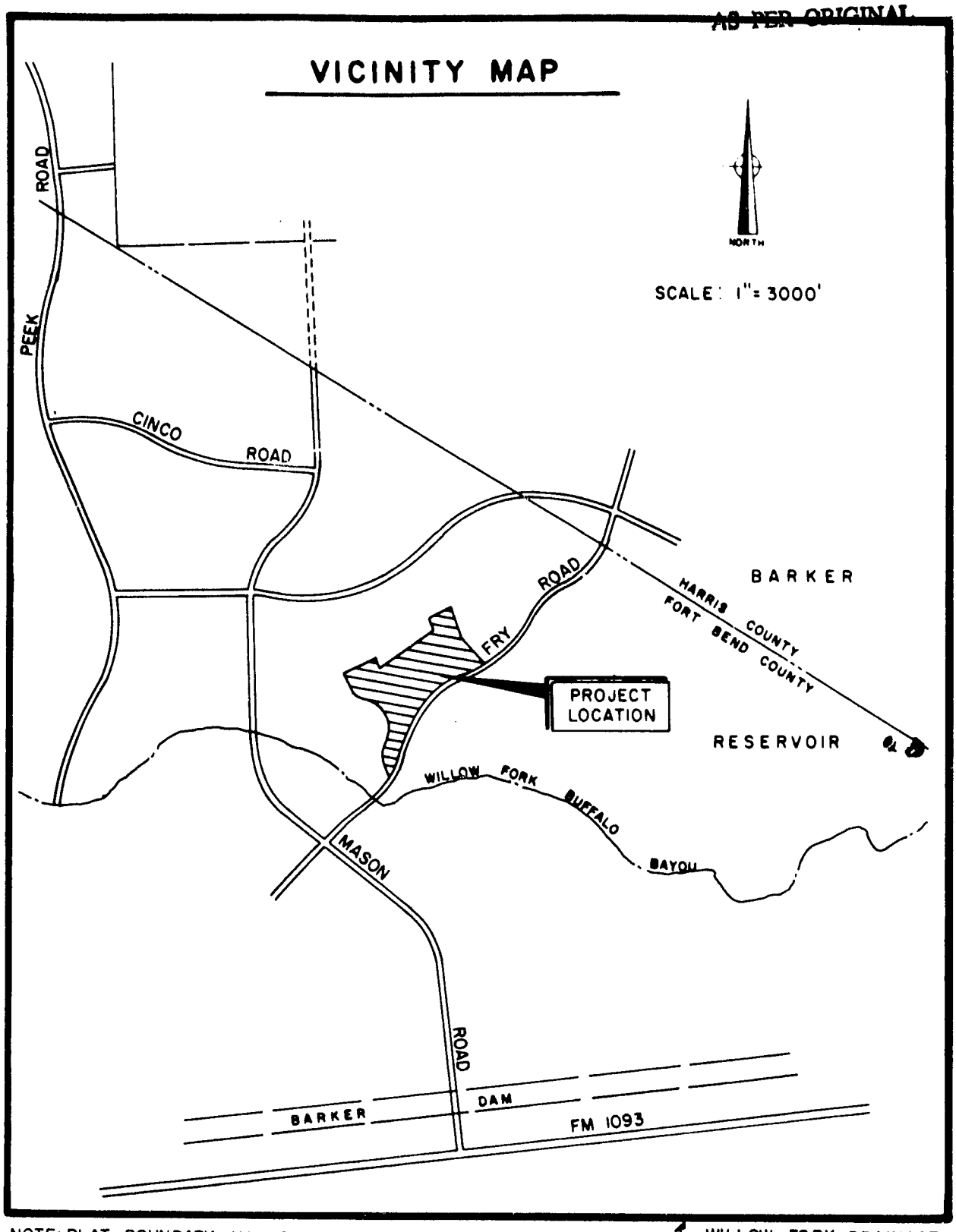
Houston Texas 77014
City State Zip
TELEPHONE NO: (713)537-2765

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Perdido Bay Dr.	105' North of Ganton Drive	40'	XX			
Perdido Bay Drive	105' South East of Fulford Court.	40'	XX			

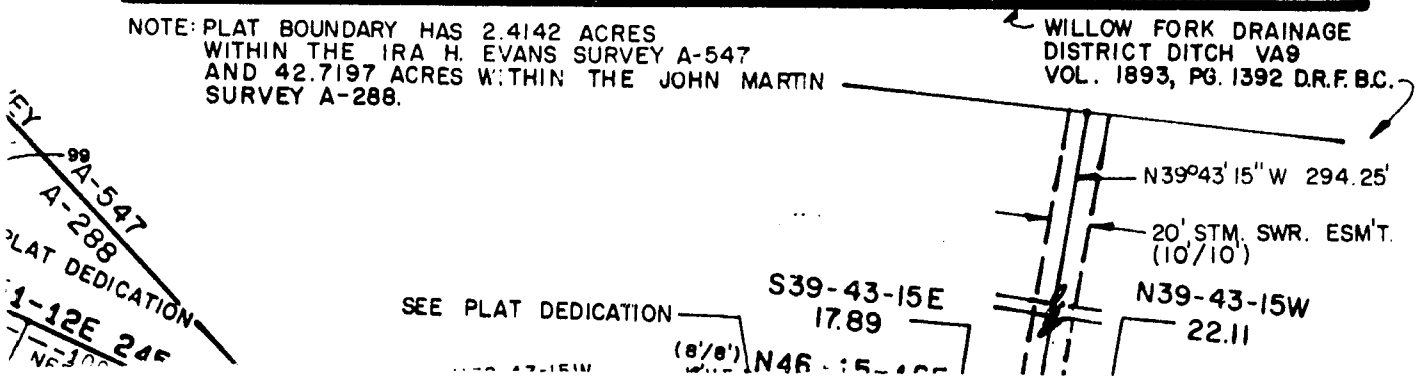
Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance

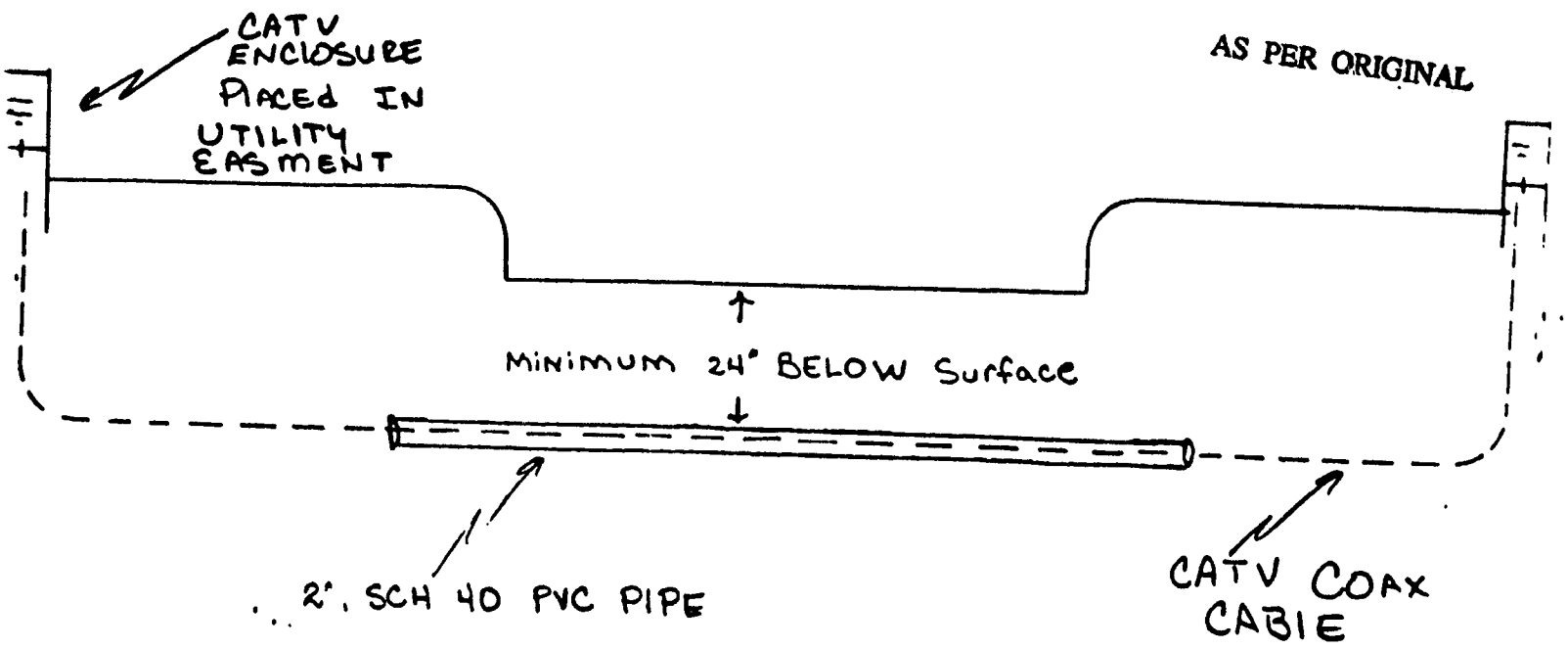
AS PER ORIGINAL

VICINITY MAP

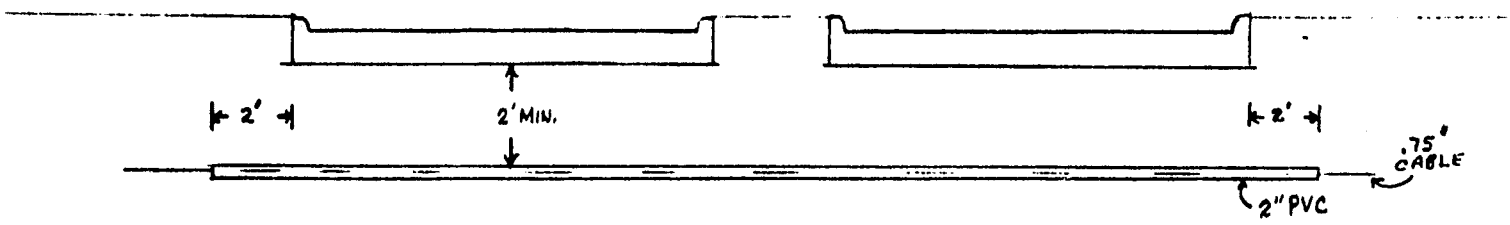


NOTE: PLAT BOUNDARY HAS 2.4142 ACRES WITHIN THE IRA H. EVANS SURVEY A-547 AND 42.7197 ACRES WITHIN THE JOHN MARTIN SURVEY A-288.




CATV ENCLOSURE PLACED IN UTILITY EASMENT
AS PER ORIGINAL
MINIMUM 24" BELOW Surface
2", SCH 40 PVC PIPE
CATV COAX CABLE

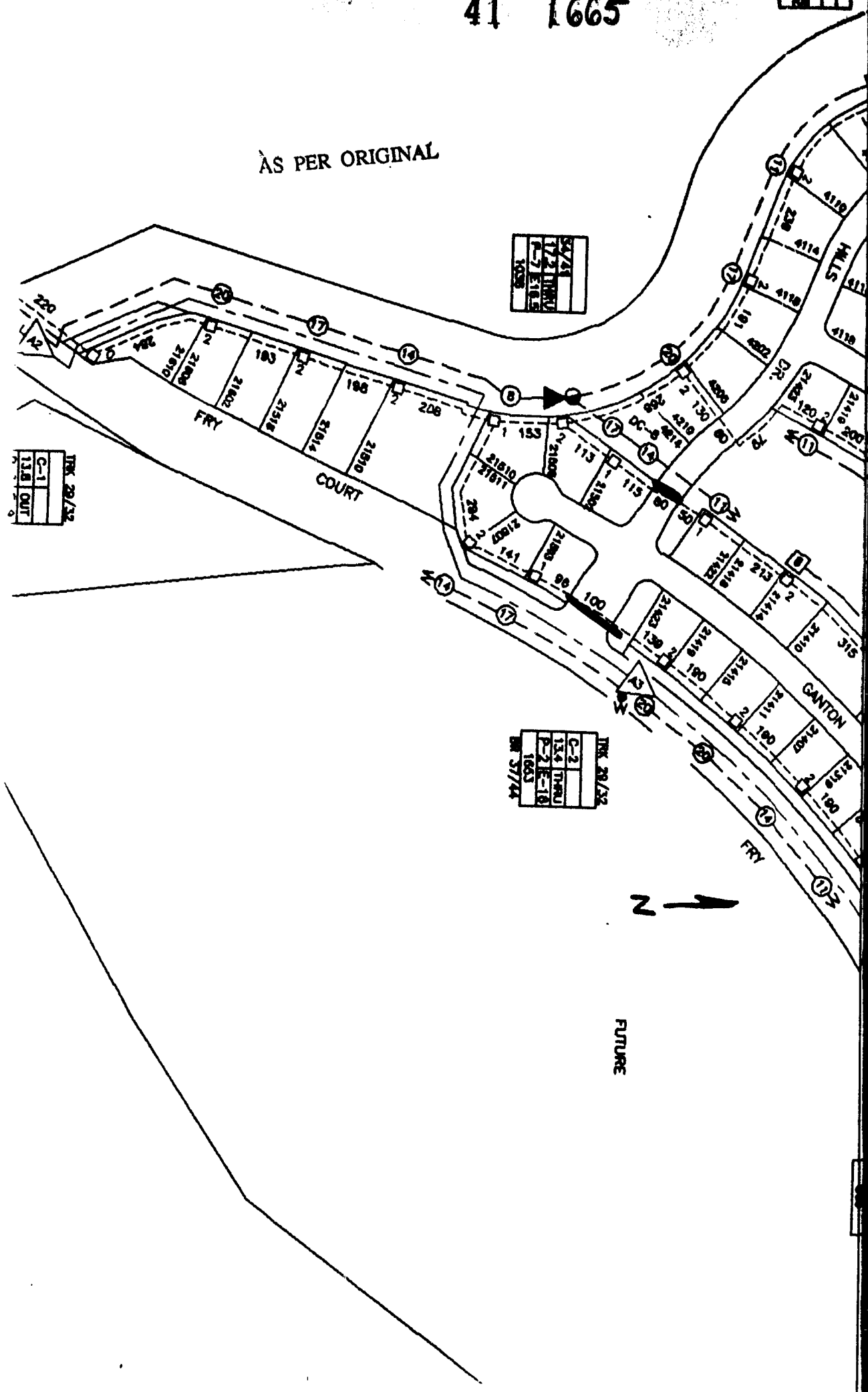
AS PER ORIGINAL



ROAD BORE

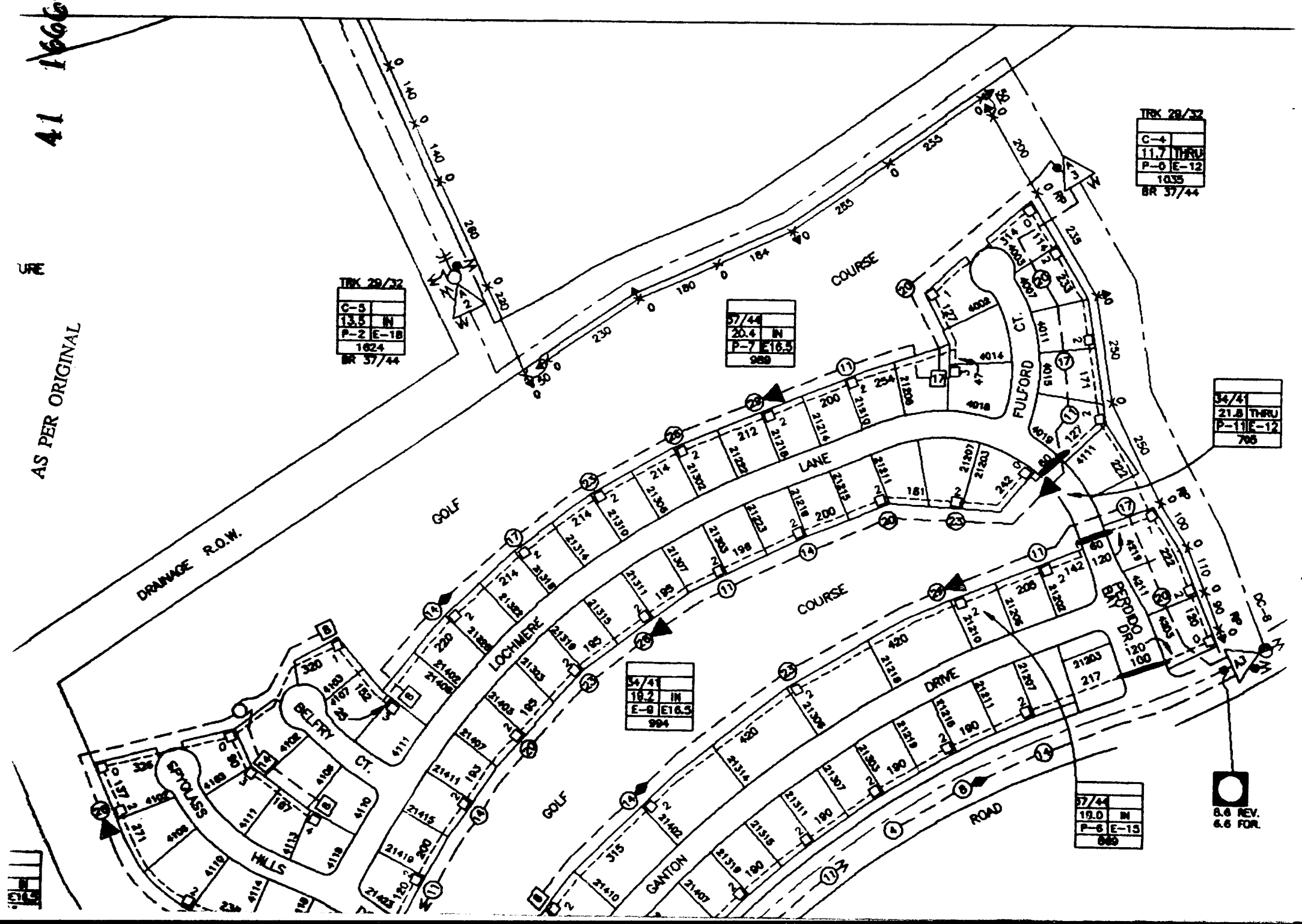
41 1665

AS PER ORIGINAL



41 1666

AS PER ORIGINAL



REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 16th day of April, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Associated Transport & Trading Co. Dated 4/2/90, Bond No. 541766, Permit No. 81154 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Denham, seconded by Commissioner O'Shieles, 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 Graeberg
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. # 81154

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

4-9-90
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

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00

Cashier's Check No. 541766

8/3/87

$3.00 ckonvicka

VICTORIA BANK & TRUST

CASHIER'S CHECK

No. 541766 88-295 / 1131

REMITTER: ASSOCIATED NATURAL GAS
Installation of new Cathodic ground bed
at MP marker 45

DATE APRIL 5, 1990

PAY THE SUM 2000 DOLS 00 CTS

$2000.00

TO THE ORDER OF FORT BEND COUNTY

NOTICE TO CUSTOMER
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

Margo D. Opela
AUTHORIZED SIGNATURE

⑈541766⑈ ⑆114902955⑆ ⑈ 0⑉9219⑉7⑈

APR 1990

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 8154

Formal notice is hereby given that Associated Transport & Trading 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)

TIERRA GRANDE, SECTION TWO

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Tierra Grande Dr	310 Feet North of Deer Trail	670 Feet North of Deer Trail	360 feet

General Description

Install rectifier and ground bed for cathodic protection on Associated Transport and Trading Company's 5" L. P. G. 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: Associated Transport & Trading C
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

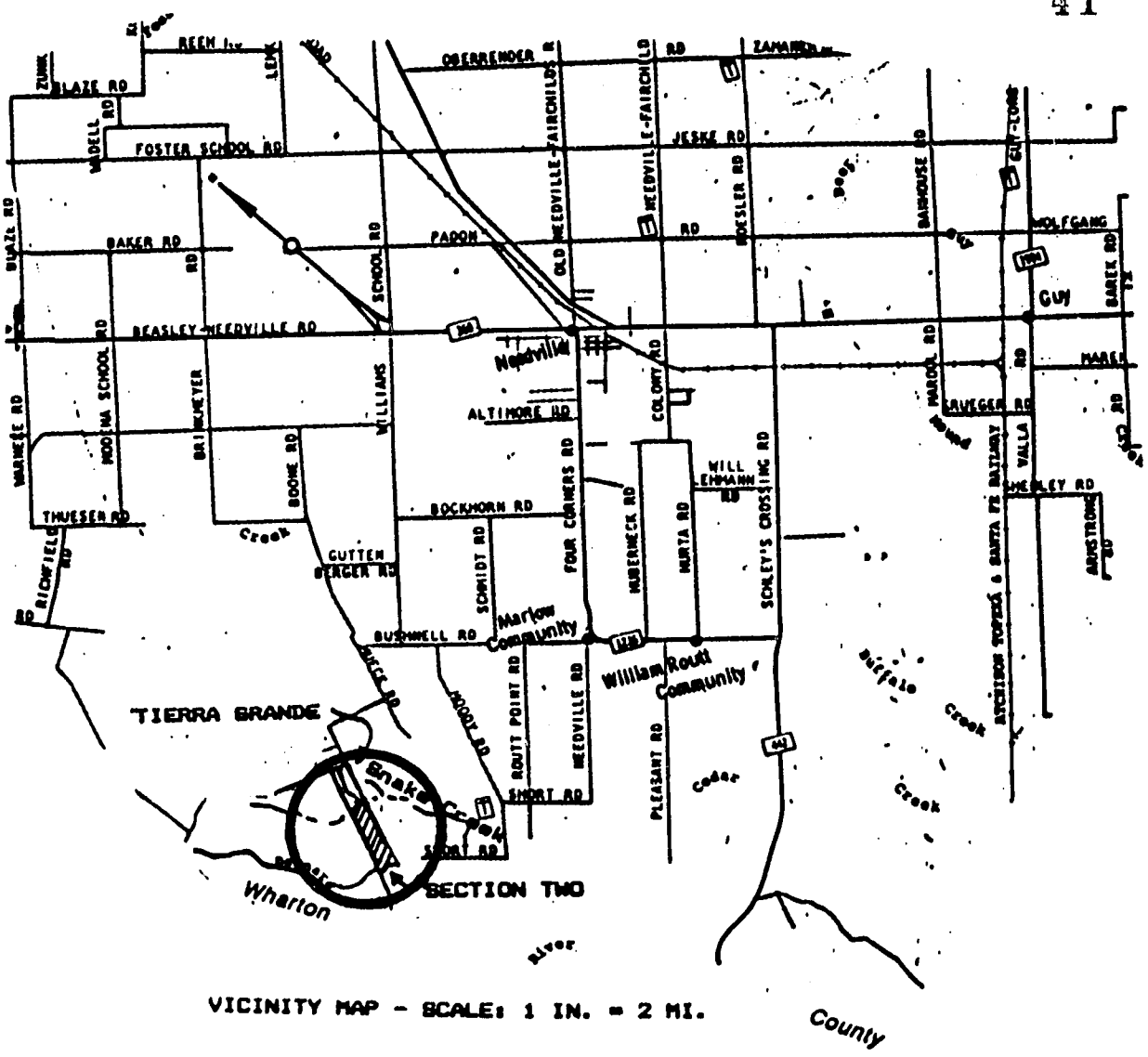
Eric C. Zavesky
(Signature)

NAME & TITLE Eric C. Zavesky
Pipeline Supervisor
(Please Print)

DATE: April 2, 1990
ADDRESS: Rt. 1 Box 97
(Street/P.O. Box)

Hallettsville, Texas 77964
City State Zip

TELEPHONE NO: 512/798-2791

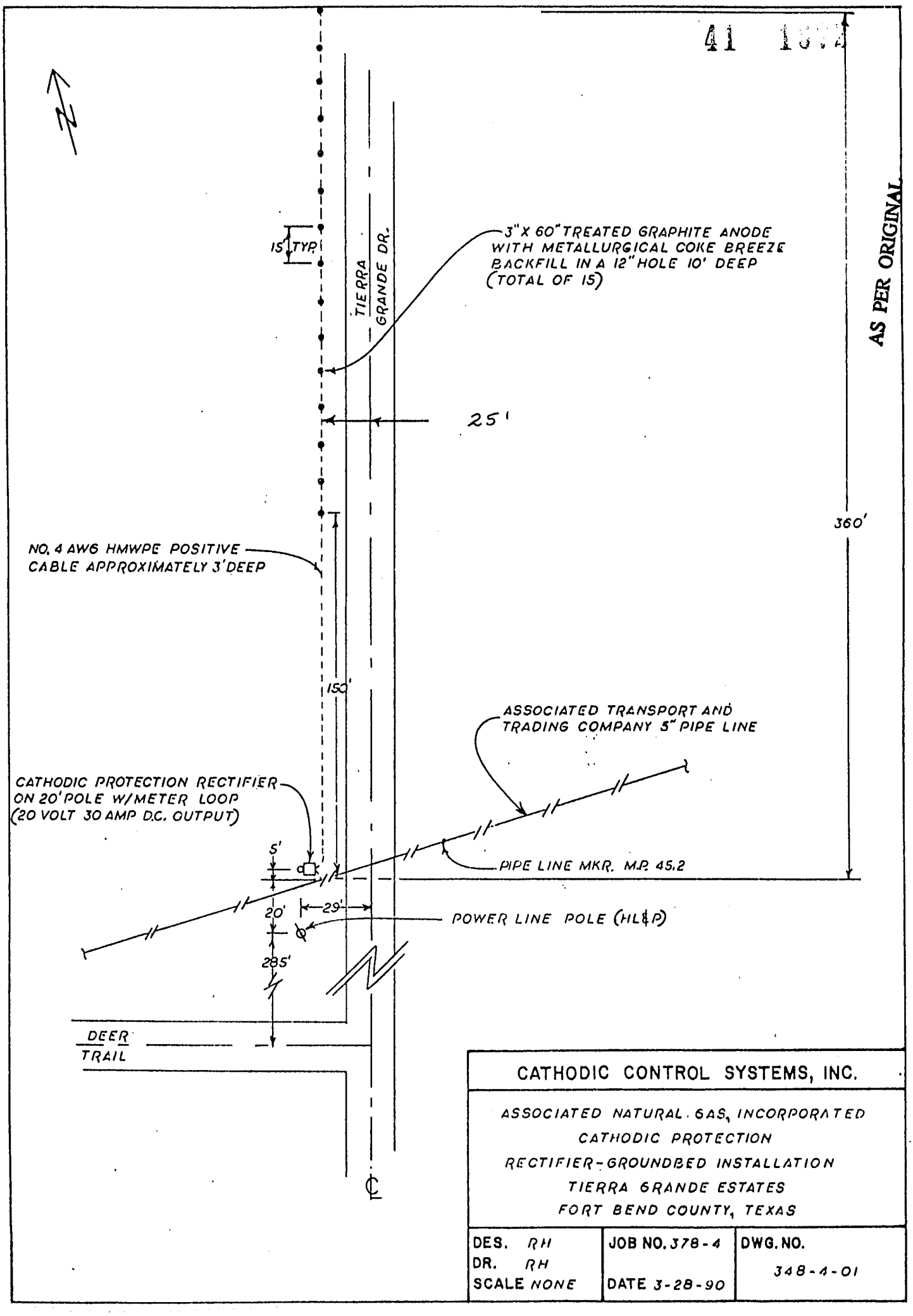


VICINITY MAP - SCALE: 1 IN. = 2 MI.

AS PER ORIGINAL

0 50 100 200 300

SCALE: 1" = 200'



CATHODIC CONTROL SYSTEMS, INC.

ASSOCIATED NATURAL GAS, INCORPORATED
CATHODIC PROTECTION
RECTIFIER-GROUNDBED INSTALLATION
TIERRA GRANDE ESTATES
FORT BEND COUNTY, TEXAS

DES. RH DR. RH SCALE NONE	JOB NO. 378-4 DATE 3-28-90	DWG. NO. 348-4-01

RECEIVED MAR 3 0 1990

41 13.3

CATHODIC CONTROL SYSTEMS, INC.

P. O. BOX 1670
ROSENBERG, TEXAS 77471
(713) 342-9556

Cathodic Protection - Survey - Design - Install

March 29, 1990

Associated Natural Gas, Inc.
Route 1, Box 97
Hallettsville, Texas 77964

Attention: Mr. Jack Baum

REFERENCE: PROPOSED INSTALLATION OF CATHODIC PROTECTION RECTIFIER AND ASSOCIATED ANODE GROUNDBED ON YOUR HALLETTSVILLE TO TEXAS CITY PIPE LINE AT M.P. 45.2 (TIERRA GRANDE DR.)

Gentlemen:

Pursuant to recent telephone conversation, we are pleased to submit, for your consideration, our proposal to furnish and install your referenced cathodic protection system for a lump sum of $4,688.00.

Our proposed installation, as shown on enclosed Drawing No. 378-4-01, includes a 20 volt 30 ampere (D.C. output) air cooled rectifier mounted on a treated wood pole complete with meter loop for connection to 240 volt single phase overhead A.C. power (1.0 KW max.). The associated groundbed includes fifteen (15) 3" x 60" treated graphite anodes installed with compacted metallurgical coke breeze backfill in 12" holes augered 10' deep and 15' apart. Cables connecting the rectifier to your pipe line and to groundbed anodes would be No. 4 AWG HMWPE direct burial type cathodic protection cable trenched in the ground approximately 3' deep.

We trust that the foregoing will satisfy your present needs regarding rectifier/groundbed installation on your pipe line. Should you have any questions, or if we can be of any further service, please call at any time.

Sincerely,

CATHODIC CONTROL SYSTEMS, INC.

Ron Hall

Ron Hall

RH/lh

Enclosures

TIERRA GRANDE
Sec. 4, Pd. 2

41 15.4

Commercial State Bank

Member El Campo Bancshares, Inc./FDIC

IRREVOCABLE LETTER OF CREDIT NO. 1990-03

April 6, 1990

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

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

Expiration Date: July 5, 1990 Amount: $31,875.00

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of T-G San Bernard, Ltd. for THIRTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS AND NO/100 U.S. DOLLARS ($31,875.00) available by your draft at sight drawn on us. This Letter of Credit expires at our counters on July 5, 1990.

Each draft must be marked: "Drawn under Commercial State Bank Letter of Credit #1990-03 dated April 6, 1990." 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 July 5, 1990. The 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.

P O BOX 150 • 401 NORTH MECHANIC • EL CAMPO, TEXAS 77437-0150 • A/C 409-543-6441

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,
COMMERCIAL STATE BANK

Eddie L. Pool, Jr.
Senior Vice President

EP/psh

41 1076

Ron
c: file
: LoC file
: DA's (Poindexter)

Commercial State Bank

Member El Campo Bancshares, Inc. FDIC

IRREVOCABLE LETTER OF CREDIT NO. 1990-03

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Sincerely,
COMMERCIAL STATE BANK

Eddie L. Pool, Jr.
Senior Vice President

EP/psh

17. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (CHILD SUPPORT CASE) AND PERSONNEL (SHERIFF'S DEPT.), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,G) V.T.C.S., AND CONSIDER TAKING ACTION:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, the Court finds that Sheriff deputy Tommy R. Castell has been wrongfully paid since January 1, 1989 and hereby authorize the stoppage of all salary under Article 3 Sec 52e Texas Constitution, effective April 16, 1990.

Recess:

Commissioners Court recessed at 11:10 for Drainage District Board meeting.

Reconvene:

Commissioners Court reconvened at 1:30 p.m.

18. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) CONTRACT FOR COUNTY REDISTRICTING (#90-039); (2) CONSTRUCTION OF PITTS RD., PCT.4 (#90-043); (3) RENOVATIONS OF DISTRICT CLERK'S OFFICES (#90-044):

Open bids for contract for county redistricting #90-039:

The following bids were presented to Commissioners Court for review.

A) ALLISON & ASSOCIATES

Open bids for construction of Pitts Rd., Pct. 4 #90-043:

The following bids were presented to Commissioners Court for review.

A) DURWOOD GREENE $ 81,000.00

Renovations of District Clerk's offices #90-044:

The following bids were presented to Commissioners Court for review.

A) BASS CONSTRUCTION CO., $ 81,555.00

19. 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, Auditor.

20. ADJOURNMENT:

Commissioners Court adjourned at 1:35 p.m. Monday, April 16, 1990.

c:casteel.let(6)

17
4-16-90

COPY

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

April 19, 1990

Mr. Michael E. Orsak
Foster, Pope & Orsak
Attorneys at Law
P.O. Drawer 618
Sugar Land, Texas 77487

RE: Your client Tommy R. Casteel

Dear Mr. Orsak:

I have been requested by the Fort Bend County Sheriff's Office to investigate the status of the Tommy R. Casteel matter. During my investigation I found that Fort Bend County has wrongfully paid Deputy Casteel his full salary January 1, 1989 for periods of time he was unable to return to duty.

This opinion is based upon the reading of Article 3, § 52e of the Texas Constitution. Additionally, this office relied on the Appellate Court decision in County of El Paso v. Hill, 754 SW2d 267 (Tex.App.--El Paso, 1988); Samaniego v. Arguelles, 737 SW2d 68 (Tex.App.--El Paso, 1987); and El Paso County v. Jeffers, 699 SW2d 325 (Tex.App.--El Paso, 1985).

Since Deputy Casteel was injured on March 2, 1988 and Sheriff George's first term of office expired December 31, 1988, I am of the opinion that the payment of deputy Casteels salary, during the period of his incapacity, ceased on December 31, 1988. However, Fort Bend County has wrongfully continued to pay said salary during the second term.

Pursuant to this report the Fort Bend County Sheriff and Commissioners' Court, the Court has ordered Deputy Casteel's salary ceased, effective April 16, 1990. This will not effect Deputy Casteel's right to Workers' Compensation benefits or any other benefits provided in the County employee manual.

Should you have any questions, please call me at any time.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:rg:2295

cc: County Judge Jodie E. Stavinoha
Commissioner R. L. O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts
Criminal District Attorney Sam W. Dick
Personnel Director Richard Selleh

CONTRACT FOR COUNTY REDISTRICTING.
BID NUMBER 90-039.

COMPANY
ALLISON & ASSOCIATES ✓

NO OTHER BIDDERS ARE ELIGIBLE TO BID.

CONSTRUCTION OF PITTS ROAD IN FORT BEND COUNTY PRECINCT 4.
BID NUMBER 90-043

COMPANY
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.
QUALITY HOT-MIX, INC.

CONSTRUCTION OF PITTS ROAD IN FORT BEND COUNTY PRECINCT 4.
BID NUMBER 90-043

COMPANY
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.
VULCAN/ICA DISTRIBUTION CO.
W.C. DALEY TRUCKING COMPANY, INC.
WHITE'S MINES DIVISION - VULCAN MATL. CO.
ZBRANEK BROS.
DURWOOD GREENE	$81,000

RENOVATIONS OF THE FORT BEND COUNTY DISTRICT CLERK'S OFFICES.
BID NUMBER 90-044

41 1304

COMPANY	
AZTEC RENTAL CENTER, INC.	
BASS CONSTRUCTION CO., INC. ✓	$81,555.00
BOETTCHER-HLAVINKA CO.	
CHAMPION CONSTRUCTION CO.	
CHESSHIRE ENTERPRISES	
COMPUTER AIR SERVICES, INC.	
CONSTRUCTION AND CONSULTING SERVICES	
CONVENIENCE BUILDERS	
CURBIE VOGLER	
DE LA ROSE BUILDING MAINTENACE	
DRYMALLA CONSTRUCTION CO., INC.	
DUP'S, INC.	
DUROTECH, INC.	
FREEPORT CONSTRUCTORS, INC.	
GROUND IMPROVEMENT TECHNIQUES, INC.	
INTERSTATE INDUSTRIAL CONSTRUCTORS, INC.	
J.W. FALTISEK PAVING CONTRACTORS, INC.	
JAMES ELLIOTT CONSTRUCTION	
KLERKS CONSTRUCTION CORP.	
L N MCKEAN, INC.	
L. ARNOLD CONSTRUCTION CO.	
LOCHMAN SPECIALTY CONTRACTING, INC.	
MCDONALD EQUIPMENT CO.	
METRO BUILDING & CONSTRUCTION CO.	
MLS ASSOCIATES	
NEW VISIONS	
RIHA, J.L.	

RENOVATIONS OF THE FORT BEND COUNTY DISTRICT CLERK'S OFFICES.
BID NUMBER 90-044

COMPANY
ROBERT HAUSLER CONSTRUCTION CO.
ROBERTSON INTEREST, INC.
SEIFERT WELDING & CONSTRUCTION, INC.
SHANK'S HOME REPAIR & REMODELING
STAR CONCRETE CONSTRUCTION, INC.
STEVE MANGAN
STOCKTON CONSTRUCTION CO.
SUMCO, INC.
T.L. JAMES & CO., INC.
U.S. DESIGN & CONSTRUCTION CORP.
WALSH ENGINEERING, INC.
WORTHEN CONSTRUCTION COMPANY, INC.

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990

On this the 16th day of April, 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 _____

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 DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 16TH day of APRIL, 1990 Drainage District Board of Fort Bend County, Texas met 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
DAN GERKEN	DRAINAGE DISTRICT MANAGER

With Judge Stavinoha absent.

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

1. DISCUSS AND CONSIDER PROPOSAL FROM MORRIS, TINSLEY & SNOWDEN FOR PROFESSIONAL SERVICES ON ADOPTION OF IMPACT FEE FOR UPPER OYSTER CREEK WATERSHED:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize contract with Morris, Tinsley & Snowden for professional services on adoption of impact fees for Upper Oyster Creek Watershed, not to exceed $50,000 as presented by Dan Gerken, Drainage Manager and Larry Dunbar representing Morris, Tinsley & Snowden. Funds to come from Drainage (Fees & Services). (Recorded in minutes in full)

2. DISCUSS AND CONSIDER PROPOSAL FROM TURNER, COLLIE & BRADEN FOR ENGINEERING SERVICES FOR WILLOW FORK BUFFALO BAYOU IMPLEMENTATION PLAN:

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize contract with Turner, Collie & Braden for engineering services for Willow Fork Buffalo Bayou Implementation, not to exceed $55,000. Funds to come from Drainage budget. (Recorded in minutes in full)

3. CONSIDER ACCEPTANCE OF ADDITIONAL EASEMENT WIDTH FOR BIG CREEK IMPROVEMENT PROJECT:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept additional easement width for Big Creek improvement project from Mr. H.G. Reynolds. (Recorded in minutes in full)

4. PRESENT AND DISCUSS MONTHLY REPORT:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept MARCH 1990 monthly report. (Recorded in minutes in full)

41 1308 DD #1

CARLOSS MORRIS
MALCOLM S. MORRIS
PAUL R. TINSLEY
BARRY H. SNOWDEN
JAY C. PAXTON

MORRIS, TINSLEY & SNOWDEN
A PROFESSIONAL CORPORATION
ATTORNEYS
2200 WEST LOOP SOUTH, SUITE 225
HOUSTON, TEXAS 77027
(713) 627-1520
FACSIMILE (713) 627-8017

JAMES H. BELL
PAUL E. TAPSCOTT
GEORGE W. BAMBERG, JR.
LIONEL M. SCHOOLER
CATHERINE S. DAWSON
FRANK H. LUDLAM

April 16, 1990

Mr. Daniel E. Gerken, P.E.
Fort Bend County Drainage
District Manager/Engineer
P. O. Box 1028
Rosenberg, Texas 77471

VIA HAND DELIVERED

Re: Proposal for Professional Services on Adoption of Impact Fee for Upper Oyster Creek Watershed

Dear Mr. Gerken:

We are pleased to submit this proposal, for consideration by the Fort Bend County Drainage District (the "FBCDD") to provide professional services to the FBCDD regarding the adoption of an impact fee, and other related matters, in the Upper Oyster Creek Watershed.

In assisting the Drainage District in its efforts, we propose to provide the following services:

SCOPE OF SERVICES

1. Assist and direct the Drainage District through the statutory procedure for adopting an impact fee for the Upper Oyster Creek Service Area, in accordance with Article 1269j-4.11 of the Civil Statutes, such as:

a) preparing notice of hearings;

b) holding required public hearings;

c) negotiating and contracting with an engineering firm for preparation of the C.I.P. report;

d) appointing an Advisory Committee;

e) conducting necessary meetings with interested parties; and

f) preparing required documents, notices, agreements, resolutions, etc.

MORRIS, TINSLEY & SNOWDEN
A PROFESSIONAL CORPORATION

2. Assist the Drainage District and the County Attorney, if requested, in obtaining the necessary right-of-way for the Upper Oyster Creek Master Drainage Project, such as:

a) negotiating with landowners (e.g. the TDC); and

b) preparing and/or reviewing legal documents granting ROW.

The above-described Scope of Services will be supervised and performed primarily by Mr. Larry Dunbar, of our firm, with assistance from other members of the firm if and as deemed appropriate. Our fee for these services will be on an hourly basis at our customary hourly rates as shown on the attached schedule, with our total fee not to exceed $50,000.00 without receiving prior approval from the FBCDD. Invoices will be submitted monthly for services that have been performed and are to be paid within thirty (30) days of presentment.

If the above proposal is acceptable to the FBCDD, please sign below and return a copy to us.

We look forward to working with you on this important effort for the County.

Respectfully submitted,

MORRIS, TINSLEY & SNOWDEN, INC.

By: Barry S. Snowden
Barry Snowden

Agreed and Accepted:

FORT BEND COUNTY DRAINAGE DISTRICT

By: Bob Scott
Title: _____
Date: _____

BS/mc

BHS0405A1-90/uj

MORRIS, TINSLEY & SNOWDEN
A PROFESSIONAL CORPORATION

SCHEDULE OF SALARY RATES

Category	Range of Hourly Rate
Paralegals/Law Clerks	$50.00
Attorneys	
Entry-level	$ 85.00 - $ 90.00
Mid-level	$110.00 - $135.00
Senior	$150.00 - $185.00

Each Attorney has his/her own specific hourly rate. Mr. Larry Dunbar's hourly rate is $135.00 and will be such throughout the duration of the proposed services.

BHS0416A1-90/uj

DD
#2

41 1

Turner Collie & Braden Inc.

ENGINEERS • PLANNERS
P.O. BOX 130089
HOUSTON, TEXAS 77219
5757 WOODWAY
713 780-4100

TELEX 774185 TCB HOU
FAX 713 780-0838

April 9, 1990

Mr. Daniel E. Gerken, P.E.
Fort Bend County Drainage District
P.O. Box 1028
Rosenberg, Texas 77471

Re: Proposal for Engineering Services
Willow Fork Buffalo Bayou Implementation Plan

Dear Mr. Gerken:

Turner Collie & Braden Inc. is pleased to present this proposal to perform professional engineering services in connection with preparation of an implementation plan for drainage improvements to the Willow Fork watershed in northeastern Fort Bend County.

The objective of this plan is to define a drainage management plan to allow development of the watershed. It will incorporate the definition of sharing the responsibilities for drainage between public and private sector, consider any financing limitations of the county and the District, and address feasible phasing of improvements to accompany future development.

This letter constitutes our proposed Agreement to perform engineering services necessary to complete the referenced investigation. The following paragraphs our recommended scope of services, basis of compensation, and other terms of agreement.

SCOPE OF SERVICES

The following tasks comprise the Basic Services we propose to accomplish the objectives of this project.

Task 1) Obtain and review existing data, reports and computer models available from other sources, including the following:

a) "Master Drainage Plan for Willow Fork Buffalo Bayou" by Espey, Huston & Associates

Turner Collie & Braden Inc.

b) "Master Drainage Plan for Cinco Ranch" by Turner Collie & Braden Inc.

c) "Master Drainage Plan for Willow Fork Buffalo Bayou" in Waller County by Turner Collie & Braden Inc.

d) Flood Insurance Study for Fort Bend County

e) "Willow Fork Buffalo Bayou Right - of - Way Study" by Turner Collie & Braden Inc.

f) Storm overflow study into Barker and Addicks Reservoirs performed by the Corps of Engineers, Galveston District.

g) Fort Bend County Drainage Criteria Manual

Task 2) Coordinate with drainage representatives from Fort Bend County, Waller County, Harris County, and the Corps of Engineers, Galveston District with the objective of gaining an agreement on drainage and sedimentation requirements for developing properties within the watershed. Review the improvements defined in the previous studies to determine their applicability to the requirements gained from agreement obtained from the operating entities.

Task 3) Review existing models from the previous studies listed in task 1 and recommend additional field surveys where appropriate. Field surveys will be performed by FBCDD personnel. Update the existing models to reflect the additional surveys, land use, and proposed land use. Revise the Master Drainage Plan as appropriate based on the information obtained in this current study. Revise the existing condition 10-, 25-, 50-, 100-, and 500-year flood profiles and the floodway of Willow Fork and Cane Island Branch using the updated models. The models shall be sufficent in detail to serve as information in request for a Letter of Map Revision.

Task 4) Revise the Master Drainage Plan, if appropriate , based on the information obtained. To the extent they are applicable , the revised plan will

Turner Collie & Braden Inc.

incorporate the structural improvements defined in task 1 items a. and g.. Expand the scope of the current drainage plan to include the drainage requirements for properties on minor streams. These requirements will be based on computation of flows according to area-discharge curves and normal depth hydraulics. Attempt to gain a statement from the Corps of Engineers approving the revised plan as the basis for development in the watershed and drainage into the reservoir.

Task 5) Develop an implementation program for the Master Drainage Plan. This will include definition of interim projects, the amount of development that will be served, the cost of improvements, the definition of regional facilities eligible for funding under SB 336, and allocation of impact fees if appropriate. The implementation program will address anticipated timing of expenses coordinated with potential growth and will address the additional cost of maintenance and impact on FBCDD staffing and equipment resources.

Task 6) Prepare a final report in 8 1/2 " X 11" format (15 copies) with appropriate text, tables, and exhibits summarizing the findings and recommendations of this study.

In addition to the Basic Services, an optional work task to perform an environmental inventory of the channel and overbank areas is defined as follows:

Task 7) Perform an environmental inventory of the Willow Fork and Cane Island Branch channels and overbanks. This will include obtaining and reviewing existing documentation available from State and Federal agencies and performing a walk/ride of the channel reach. The product of this task will be a document describing potential and observed species that may be affected by the proposed improvements. A photographic inventory of the walk/ride will also be provided.

Turner Collie & Braden Inc.

BASIS OF COMPENSATION

For performing the work tasks defined in the basic scope of services, we propose that Turner Collie & Braden Inc. (TC&B) be compensated by a lump sum amount of $55,000. Payments will be due within 30 days of receipt of monthly statements prepared by TC&B describing the percent complete of each individual task in the Scope of Services and according to the task budgets as follows:

Task 1.	$ 3,000
Task 2.	7,000
Task 3.	7,000
Task 4.	10,000
Task 5.	20,500
Task 6.	7,500
Total Cost of Basic Services	$ 55,000

Compensation for task 7, an environmental inventory of the channel and overbank areas, will be a lump sum amount of $ 10,000 payable according to the same terms of the basic services provided however, that TC&B will not proceed with task 7 nor be entitled to any compensation therein without receiving a separate authorization to proceed from the District.

TIME FOR PERFORMANCE

TC&B will complete the work tasks defined by the basic scope of services within 120 days of execution of this Agreement.

TERMS OF AGREEMENT

It is agreed that either party may terminate this agreement prior to its conclusion by providing written notice to the other party. Upon receipt of such notification, TC&B will immediately cease all work and prepare a final statement for cost of services. The Fort Bend County Drainage District would owe TC&B for all work accomplished prior to the date of termination.

Turner Collie & Braden Inc.

The paragraphs contained herein constitute the entire agreement and supersede any previous agreements made, either written or verbal.

By signing in the respective space below, you or an authorized representative of the District acknowledge acceptance of the terms of this agreement. Return of one copy of the original executed agreement will serve as a written notice to proceed.

We appreciate the opportunity to be of service to you on this project. Should you have any questions, please do not hesitate to call either Alan Potok or me at our office.

Very truly yours,

Neil E. Bishop

Neil E. Bishop, Ph.D., P.E.
Senior Vice President

Acceptance and Authorization of Basic Services:

FORT BEND COUNTY DRAINAGE DISTRICT

By: [signature]

Title: COUNTY JUDGE PRO TEM

Date: 4-16-90

Authorization to Proceed with Task 7:

FORT BEND COUNTY DRAINAGE DISTRICT

By: _____

Title: _____

Date: _____

After recording, please return to: Fort Bend County Drainage District 2203 2230

41 1696

9018444

FORT BEND COUNTY DRAINAGE DISTRICT
RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

H. G. Reynolds

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:

[redacted]

The District shall have an additional easement 45 feet in width parallel and adjacent to the Northerly side of an existing easement 90 feet in width recorded in Volume 323 on Page 223 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 Southeasterly boundary line of Grantor's land situated in the W. T. Austin League, Abstract 5;

Thence upstream in a Westerly direction, parallel and adjacent to the existing easement, to intersect and terminate at the Northwesterly boundary line of Grantor's land.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing upon the premises of Grantor immediately adjoining the easement as above described.

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 3RD day of APRIL, A. D. 1990.

x Harold Gary Reynolds

2203 2232

THE STATE OF TEXAS
COUNTY OF Fort Bend

BEFORE ME Jo Ann Meyer, a notary public, in and for Fort Bend County, Texas, on this day personally appeared Harold Gary Reynolds

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 3rd day of April, A. D. 19 90

(L. S.)

JOANN MEYER
Notary Public, State of Texas
My Commission Expires
March 13, 1994.

Jo Ann Meyer

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

2203 2233

41-1698A

RIGHT-OF-WAY EASEMENT

BY

_____

TO

FORT BEND COUNTY DRAINAGE DISTRICT

Filed for Record

This _____ day of _____

A. D. 19____, at _____ o'clock ____M.

Recorded

This _____ day of _____

A. D. 19____, in _____

County, Texas, Records of Deeds.

Book _____ Page _____

_____, Clerk

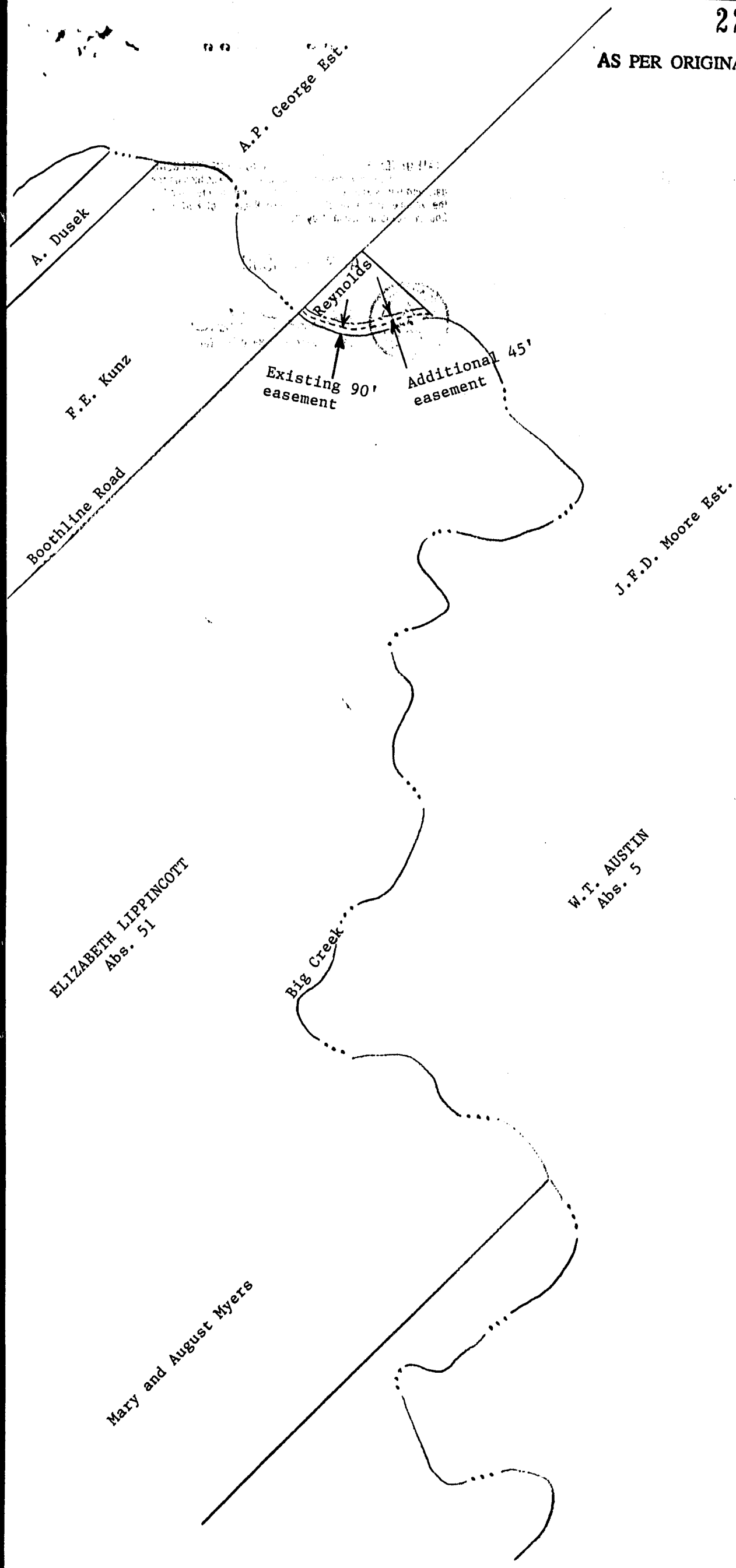
_____, Deputy

Return to:

2203 2234

AS PER ORIGINAL

41 1699



AS PER ORIGINAL

2203 2235
41- 1699-A

FILED

'90 APR 18 A10:06

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.

APR 20 1990

COUNTY CLERK OF FORT BEND COUNTY, TEXAS

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

41 1700

COUNTY OF FORT BEND

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

MARCH, 1990

The removal of vegetation during March, 1990 was accomplished by both mowing operations and herbicide applications. Herbicides were applied to thirty (30) channels that included Big Creek II-B, Flewellen Ditch II-E-10, and Turkey Creek I-D and several of its tributaries.

Mowing was done on twenty-one (21) channels that included Brazos River Lateral II-H, Cedar Creek I-B, and Cow Creek II-A. The majority of the mowing operations was done during the final two (2) weeks of March.

The bridge crew replaced watergates on Coon Creek II-B-3, East Bernard Ditch I-G-2, Fairchilds Creek II-B-10, Guy Creek I-A-1, and Means Ditch I-F. They also replaced low-water crossings on Mound Creek I-A, Snake Creek I-C-10, and Turkey Creek I-D. In addition to these projects, they built a series of wiers on Dry Creek II-B-2 that were designed to eliminate erosion upstream of F.M. 2218 in Rosenberg.

The excavation of the Big Creek Bypass continued during March. A combination of Drainage District and contractor equipment moved one hundred thirty-one thousand (131,000) cubic yards of dirt.

The Deer Creek II-B-5 project also continued, where the Link Belt LS-98A dragline and the Fiat Allis FD-16 bulldozer dug and levelled twelve thousand five hundred (12,500) cubic yards of dirt.

The Northwest 9570 dragline dug thirty-three thousand (33,000) cubic yards of dirt on Brazos River Lateral II-H. Both Dresser TD-25 bulldozers also worked on this project.

The Rapier NCK-305 dragline continued to work on the excavation of Duvall Ditch II-J. It dug approximately six thousand (6,000) cubic yards of dirt.

The following charts show each project worked on during March, 1990 and which equipment was used.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

1. BIG CREEK II-B
   E133-NORTHWEST 41AIR DRAGLINE 3/30
   E241-CASE 855C LOADER#7402317 3/19-3/20

2. BIG CREEK BYPASS II-B ALT
   D556-LINKBELT LS98C DRAGLINE 3/1, 3/5, 3/7-3/9, 3/12-3/16, 3/20-3/21, 3/23, 3/26, 3/28-3/3

3. BRAZOS RIVER LATERAL II-H
   E135-NORTHWEST 9570 DRAGLINE 3/1, 3/5-3/9, 3/12-3/16, 3/19-3/23, 3/28-3/30
   E225-FIATALLIS FG85MOTORGRADER 3/21
   E526-DRESSER TD25G DOZER 3/1, 3/5-3/9, 3/12-3/16, 3/19-3/23, 3/26-3/30
   E532-DRESSER TD25G DOZER 3/1, 3/5-3/9, 3/12-3/16, 3/19-3/23, 3/28-3/30

4. CITY OF ROSENBERG ROSENBERG
   E133-NORTHWEST 41AIR DRAGLINE 3/1, 3/5

5. CITY OF SUGARLAND SUGARLAND
   E519-LINKBELT LS2800 TRACKHOE 3/22-3/23

6. COON CREEK II-B-3
   E133-NORTHWEST 41AIR DRAGLINE 3/15

7. COW CREEK II-A
   E226-CATERPILLAR D6D DOZER 3/1, 3/5-3/6
   E519-LINKBELT LS2800 TRACKHOE 3/1, 3/5-3/7

8. DEER CREEK II-B-5
   E134-LINKBELT LS96A DRAGLINE 3/1, 3/8-3/9, 3/16-3/16, 3/19-3/20, 3/22, 3/26-3/30
   E137-FIAT ALLIS 16B DOZER 3/1, 3/5-3/9, 3/12-3/16, 3/19-3/23, 3/26-3/29
   E511-CHAMPION 710A MOTORGRADER 3/27-3/28

9. DRY CREEK II-B-2
   E133-NORTHWEST 41AIR DRAGLINE 3/7-3/8, 3/12-3/13, 3/23, 3/26-3/29
   E226-CATERPILLAR D6D DOZER 3/23, 3/26-3/30
   E538-EL240HYDR. EXCAVATOR 3/9, 3/12-3/14, 3/27-3/29

10. DUVAL DITCH II-J
    E247-RAPIER NCK305 DRAGLINE 3/1, 3/5-3/9, 3/12-3/16, 3/19-3/23, 3/26-3/30
    E519-LINKBELT LS2800 TRACKHOE 3/7-3/9, 3/12

11. EAST BERNARD DITCH I-G-2
    E133-NORTHWEST 41AIR DRAGLINE 3/21

12. FAIRCHILDS CR. II-B-10
    E133-NORTHWEST 41AIR DRAGLINE 3/14

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL

13. GAPPS SLOUGH II-B-2-a
    E226-CATERPILLAR D6D DOZER 3/19-3/22

14. GUY CREEK I-A-1
    E519-LINKBELT LS2800 TRACKHOE 3/19-3/21

15. LOWER OYSTER CREEK III
    E222-FIAT ALLIS FD20 DOZER 3/5-3/9, 3/12-3/16, 3/19-3/23, 3/26
    E225-FIATALLIS FG85MOTORGRADER 3/19-3/20

16. MEANS DITCH I-F
    E133-NORTHWEST 41AIR DRAGLINE 3/22

17. MOUND CREEK I-A
    E519-LINKBELT LS2800 TRACKHOE 3/19-3/21

18. OYSTER CREEK II-K
    E222-FIAT ALLIS FD20 DOZER 3/1

19. RABBS BAYOU II-D
    E241-CASE 855C LOADER#7402317 3/20-3/22
    E538-EL240HYDR. EXCAVATOR 3/9, 3/12

20. ROBINOWITZ DITCH II-M
    E222-FIAT ALLIS FD20 DOZER 3/26-3/27

21. SIMS BAYOU VIII-B-1
    E538-EL240HYDR. EXCAVATOR 3/8

22. SNAKE CREEK I-C
    E133-NORTHWEST 41AIR DRAGLINE 3/15-3/16, 3/19-3/20
    E241-CASE 855C LOADER#7402317 3/22-3/23
    E538-EL240HYDR. EXCAVATOR 3/1, 3/5, 3/16, 3/19-3/23, 3/26

23. SNAKE CREEK I-C-10
    E519-LINKBELT LS2800 TRACKHOE 3/12-3/16

24. SNAKE CREEK I-C-6
    E538-EL240HYDR. EXCAVATOR 3/7-3/8

25. STEEPBANK CREEK II-G
    E519-LINKBELT LS2800 TRACKHOE 3/16

26. TURKEY CREEK I-D
    E133-NORTHWEST 41AIR DRAGLINE 3/6
    E538-EL240HYDR. EXCAVATOR 3/5-3/7

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

AS PER ORIGINAL

27. WILLOW FORK OF BUFFALO BAYOU V-A
    E519-LINKBELT LS2800 TRACKHOE 3/16, 3/23, 3/28-3/30

28. WILLOW WATERHOLE VIII-C-1
    E225-FIATALLIS FG85MOTORGRADER 3/23, 3/26, 3/28-3/30
    E227-FIAT ALLIS FD30 DOZER 3/8-3/9, 3/12-3/16, 3/19, 3/21-3/23, 3/26-3/30

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

1. BRAZOS RIVER II-GG

E146-INTL. 784 TRACTOR	3/23
E513-HESSTON 7066 TRACTOR	3/28
E516-HESSTON 7066 TRACTOR	3/29

2. BRAZOS RIVER LATERAL II-H

E116-JOHNDEERE 350C SLOPEMOWER	3/5-3/7, 3/9, 3/12, 3/19
E117-JOHNDEERE 350C SLOPEMOWER	3/5-3/9, 3/12, 3/19
E146-INTL. 784 TRACTOR	3/12-3/14, 3/19, 3/22
E243-FORD 6610 SLOPEMOWER	3/5-3/9, 3/12-3/13
E513-HESSTON 7066 TRACTOR	3/5, 3/7-3/9, 3/12, 3/14, 3/19

3. BUFFALO CREEK I-B-3

E110-JOHNDEERE 350C SLOPEMOWER	3/28-3/29
E123-JOHNDEERE 350C SLOPEMOWER	3/28-3/29
E130-INTL. 784 SLOPEMOWER	3/28-3/29
E231-HESSTON 7066 TRACTOR	3/28-3/29
E514-HESSTON 7066 TRACTOR	3/27-3/27
E518-MF 283 SLOPEMOWER	3/22

4. BULLHEAD SLOUGH II-L

E115-JOHNDEERE 350C SLOPEMOWER	3/5-3/8
E524-HESSTON 7066 SLOPEMOWER	3/5-3/8

5. BULLHEAD SLOUGH II-L-2

E115-JOHNDEERE 350C SLOPEMOWER	3/1
E524-HESSTON 7066 SLOPEMOWER	3/1

6. CEDAR CREEK I-B

E110-JOHNDEERE 350C SLOPEMOWER	3/21-3/23, 3/26-3/27
E123-JOHNDEERE 350C SLOPEMOWER	3/21-3/23, 3/26-3/27
E130-INTL. 784 SLOPEMOWER	3/26-3/27
E231-HESSTON 7066 TRACTOR	3/27
E531-CASE 450	3/21-3/23

7. CLEAR CREEK VI

E230-HESSTON 7066 TRACTOR	3/27-3/28
E515-HESSTON 7066 TRACTOR	3/27-3/28

8. COW CREEK II-A

D550-D21E KOMATSU SLOPEMOWER	3/12, 3/23, 3/26-3/28
E127-JOHNDEERE 350C SLOPEMOWER	3/19, 3/22-3/23, 3/26-3/28
E512-HESSTON 7066 TRACTOR	3/12, 3/19, 3/22-3/23, 3/26-3/28

9. DUVAL DITCH II-J

E146-INTL. 784 TRACTOR	3/26-3/29

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

AS PER ORIGINAL

10. HADY CREEK II-F-2
    E115-JOHNDEERE 350C SLOPEMOWER 3/20-3/22, 3/26-3/28
    E524-HESSTON 7066 SLOPEMOWER 3/20-3/22, 3/26-3/28

11. SEABOURNE CREEK II-B-4
    E517-MF 283 SLOPEMOWER 3/23, 3/26-3/28
    E543-MASSEY FERGUSON 282 3/23, 3/26-3/27

12. SIMS BAYOU VIII-A
    E230-HESSTON 7066 TRACTOR 3/27
    E515-HESSTON 7066 TRACTOR 3/27

13. SIMS BAYOU VIII-A-1
    E230-HESSTON 7066 TRACTOR 3/27
    E515-HESSTON 7066 TRACTOR 3/27

14. SIMS BAYOU VIII-A-2
    E230-HESSTON 7066 TRACTOR 3/27
    E515-HESSTON 7066 TRACTOR 3/27

15. SIMS BAYOU VIII-B
    E230-HESSTON 7066 TRACTOR 3/26
    E515-HESSTON 7066 TRACTOR 3/26

16. SIMS BAYOU VIII-B-1
    E230-HESSTON 7066 TRACTOR 3/23
    E515-HESSTON 7066 TRACTOR 3/19, 3/23

17. SIMS BAYOU VIII-B-1-a
    E515-HESSTON 7066 TRACTOR 3/21-3/22

18. SIMS BAYOU VIII-B-2
    E230-HESSTON 7066 TRACTOR 3/26
    E515-HESSTON 7066 TRACTOR 3/26

19. SIMS BAYOU VIII-B-2-a
    E230-HESSTON 7066 TRACTOR 3/26-3/27
    E515-HESSTON 7066 TRACTOR 3/26-3/27

20. SIMS BAYOU VIII-B-3
    E515-HESSTON 7066 TRACTOR 3/26

21. SNAKE CREEK I-C
    E110-JOHNDEERE 350C SLOPEMOWER 3/19

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

AS PER ORIGINAL

1. BIG CREEK II-B

E102-JOHNDEERE 350 SLOPEMOWER	3/5-3/6, 3/19-3/21, 3/23
E105-JOHNDEERE 350B SLOPEMOWER	3/5-3/6, 3/19-3/22
E111-JOHNDEERE 350C SLOPEMOWER	3/5, 3/8-3/9
E121-JOHNDEERE 350C SLOPEMOWER	3/5, 3/8-3/9
E122-JOHNDEERE 350C SLOPEMOWER	3/5, 3/9
E229-HESSTON 7066 TRACTOR	3/5

2. BIG CREEK II-B-9

E102-JOHNDEERE 350 SLOPEMOWER	3/20
E105-JOHNDEERE 350B SLOPEMOWER	3/20
E154-CASE 1390 TRACTOR	3/22

3. BROOKSHIRE CREEK II-F-1

88FORDF350(1FDKF38G1JNA97820)	3/8

4. BROOKSHIRE CREEK II-F-1-d

88FORDF350(1FDKF38G1JNA97820)	3/9

5. BUFFALO CREEK I-B-3-i

E108-JOHNDEERE 350C SLOPEMOWER	3/16

6. COON CREEK II-B-3

E129-INTL. 784 SLOPEMOWER	3/5-3/6
E229-HESSTON 7066 TRACTOR	3/6

7. COTTONWOOD CREEK II-B-24

E129-INTL. 784 SLOPEMOWER	3/19-3/20
E229-HESSTON 7066 TRACTOR	3/19-3/20

8. DUTCH JOHN CREEK II-B-1

E126-JOHNDEERE 2640 SLOPEMOWER	3/5
E242-FORD 6610 SLOPEMOWER	3/5-3/6

9. FAIRCHILDS CREEK II-B-10-b

E129-INTL. 784 SLOPEMOWER	3/20-3/22
E229-HESSTON 7066 TRACTOR	3/20-3/22

10. FLAT BANK CREEK II-k

E126-JOHNDEERE 2640 SLOPEMOWER	3/20-3/22
E242-FORD 6610 SLOPEMOWER	3/20

11. FLEWELLEN DITCH II-E-10

E118-JOHNDEERE 350C SLOPEMOWER	3/6, 3/21
E156-CASE 1390 TRACTOR	3/21
88FORDF350(1FDKF38G1JNA97820)	3/9

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

AS PER ORIGINAL

12. FLEWELLEN DITCH II-E-10-b
    88FORDF350(1FDKF38G1JNA97820) 3/9

13. FULSHEAR CREEK II-F
    E112-JOHNDEERE 350C SLOPEMOWER 3/19, 3/21-3/23
    E158-CASE 1390 TRACTOR 3/19-3/23
    88FORDF350(1FDKF38G1JNA97820) 3/8

14. JACKSON DITCH I-H
    88FORDF350(1FDKF38G1JNA97820) 3/22

15. RABBS BAYOU II-D
    88FORDF350(1FDKF38G1JNA97820) 3/5-3/6

16. RABBS BAYOU II-D-5
    HANDSPRAYING 3/23

17. SIMS BAYOU VIII-B
    88FORDF350(1FDKF38G1JNA97820) 3/23

18. SIMS BAYOU VIII-B-1
    E111-JOHNDEERE 350C SLOPEMOWER 3/20-3/21
    E121-JOHNDEERE 350C SLOPEMOWER 3/20-3/21
    E122-JOHNDEERE 350C SLOPEMOWER 3/20-3/21
    88FORDF350(1FDKF38G1JNA97820) 3/23

19. SIMS BAYOU VIII-B-1-c
    HANDSPRAYING 3/23
    E111-JOHNDEERE 350C SLOPEMOWER 3/19
    E121-JOHNDEERE 350C SLOPEMOWER 3/19
    E122-JOHNDEERE 350C SLOPEMOWER 3/19

20. SIMS BAYOU VIII-B-4
    88FORDF350(1FDKF38G1JNA97820) 3/23

21. SNAKE CREEK I-C
    E108-JOHNDEERE 350C SLOPEMOWER 3/19-3/20
    E109-JOHNDEERE 350C SLOPEMOWER 3/19-3/20, 3/22
    E120-JOHNDEERE 350B SLOPEMOWER 3/16, 3/19

22. SNAKE CREEK I-C-15
    E109-JOHNDEERE 350C SLOPEMOWER 3/15

23. TURKEY CREEK I-D
    E108-JOHNDEERE 350C SLOPEMOWER 3/5, 3/8
    E109-JOHNDEERE 350C SLOPEMOWER 3/5, 3/8
    E120-JOHNDEERE 350B SLOPEMOWER 3/8
    E125-JOHNDEERE 2640 SLOPEMOWER 3/5-3/6, 3/23
    E155-CASE 1390 TRACTOR 3/5-3/6, 3/8, 3/23

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

AS PER ORIGINAL

24. TURKEY CREEK I-D-10
    E155-CASE 1390 TRACTOR 3/5

25. TURKEY CREEK I-D-11
    E120-JOHNDEERE 350B SLOPEMOWER 3/5

26. TURKEY CREEK I-D-12
    E125-JOHNDEERE 2640 SLOPEMOWER 3/16

27. TURKEY CREEK I-D-2
    E125-JOHNDEERE 2640 SLOPEMOWER 3/22-3/23
    E155-CASE 1390 TRACTOR 3/22-3/23

28. TURKEY CREEK I-D-6
    E125-JOHNDEERE 2640 SLOPEMOWER 3/19-3/20
    E155-CASE 1390 TRACTOR 3/20-3/20

29. TURKEY CREEK I-D-7
    E120-JOHNDEERE 350B SLOPEMOWER 3/5

30. TURKEY CREEK I-D-9
    E125-JOHNDEERE 2640 SLOPEMOWER 3/8

5. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS (DRAINAGE DISTRICT) AS AUTHORIZED BY ART. 6252-17, SEC. 2 (F), V.T.C.S., AND CONSIDER TAKING ACTION:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize Drainage District to purchase 20 acres and building from Cecil Eicke (being lot 41 of Rosenberg Farms Subdivision in the Henry Scott League, Abstract No. 83) at a cost of $900,000.00, subject to the buildings meeting the county's environmental requirements. Funds to come from Drainage District. (Recorded in minutes in full)

6. ADJOURNMENT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that the Drainage District Board be adjourned at 11:55 a.m. April 16, 1990.

AS PER ORIGINAL

COPY

5

41

EARNEST MONEY CONTRACT—COMMERCIAL IMPROVED PROPERTY

THIS FORM HAS BEEN PREPARED FOR USE BY MEMBERS OF THE HOUSTON BOARD OF REALTORS, BY ITS LEGAL COUNSEL, AN ATTORNEY AT LAW LICENSED IN TEXAS, AND APPROVED FOR USE IN A TRANSACTION INVOLVING THE SALE OF COMMERCIAL IMPROVED PROPERTY. SUCH APPROVAL RELATES TO THIS CONTRACT FORM ONLY. THIS FORM HAS NOT BEEN DRAFTED FOR A SPECIFIC TRANSACTION AND NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. TERMS AND PROVISIONS THAT ARE NOT APPLICABLE SHOULD BE STRICKEN BY THE PARTIES. THE PARTIES ARE ADVISED TO CONSULT THEIR ATTORNEYS BEFORE SIGNING.

1. PARTIES: Cecil E. Eicke (Seller) agrees to sell and convey to Fort Bend County, a political subdivision (Buyer) and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. PROPERTY: A tract of land situated in Fort Bend County, Texas, together with all buildings, improvements, fixtures, XXXXXXXXXXXXXXXXXXXXXXXX and all privileges, and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in and to all leases or rents, and security deposits, XXXXXXXXXXXXXXXXXXXXXXXX all of the above hereinafter collectively called "Property", described as follows and/or as set out on Exhibit "A" attached hereto and incorporated herein: A 19.9099 Acre Tract of Land, being Lot 41 of Rosenberg Farms Subdivision (Volume 3, Page 515 Deed Records) in the Henry Scott League, Abstract No. 83, Fort Bend County, Texas

The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached hereto in the event it should differ from the attached exhibit. Any property to be excluded from this sale should be set forth under Special Provisions below.

3. CONTRACT SALES PRICE:

A.	Cash payable at closing	$ 900,000.00
B.	Sum of all notes described in Paragraph 4 below	$ -0-
C.	Sales Price (Sum of A and B)	$ 900,000.00

~~4. FINANCING:~~

~~☐ A. SUBJECT TO: Buyer takes subject to, and does not assume payment of, the unpaid balance of that promissory note to ______ dated ______ and does not assume those obligations imposed by the Deed of Trust securing payment of said note, recorded in the county where the Property is situated. Buyer shall pay the installment payment due after the date of closing. The principal balance at closing will be $______, allowing for an agreed $______ variance. The cash payable at closing shall be adjusted for the amount of such variance. Should this not be acceptable to the note holder, or if the variance exceeds the amount above, or should the terms of the note or deed of trust or interest rate be modified, or should Buyer be required to pay a transfer fee in excess of $______, the Contract may be terminated at Buyer's option and the Earnest Money shall be refunded to Buyer.~~

~~☐ B. ASSUMPTION: Buyer shall assume the unpaid balance of that promissory note payable to ______ dated ______ and those obligations imposed by the Deed of Trust recorded in Volume ______, Page ______ of the Deed of Trust Records in the county where the Property is situated. Buyer shall pay the installment payment due after the date of closing. The assumed principal balance at closing will be $______, allowing for an agreed $______ variance. The cash payable at closing shall be adjusted for the amount of such variance. Buyer shall apply for assumption approval within ______ days from the effective date hereof and shall make every reasonable effort to obtain the same. If the variance exceeds the above amount, or the existing interest rate is increased above ______%, or any other terms are modified, or Buyer is required to pay an assumption fee in excess of $______, or assumption approval cannot be obtained within ______ days from the effective date hereof, the Contract may be terminated at Buyer's option and the Earnest Money shall be refunded to Buyer.~~

~~☐ C. THIRD PARTY FINANCING: This Contract is subject to approval of a loan for Buyer by a third party in the amount of $______ payable in ______ installments for not less than ______ years with the interest rate not to exceed ______% per annum, and with each principal and interest installment not to exceed $______ ☐ including interest ☐ plus interest. Buyer shall apply for the loan within ______ days from the effective date hereof and shall make every reasonable effort to obtain approval. If the loan has not been approved within ______ days from the effective date hereof, this Contract shall terminate and the Earnest Money shall be refunded to Buyer.~~

~~☐ D. SELLER FINANCING: Buyer shall execute a promissory note to Seller in the principal sum of $______, bearing ______% interest per annum and payable: (Check 1, 2, 3 and/or 4 below)~~

~~☐ (1) In full on the ______ day of ______, 19____, with accrued interest being due and payable ______~~

~~☐ (2) In ☐ monthly ☐ annual ☐ other ______ installments of $______ ☐ including interest ☐ plus interest each, beginning on the ______ day of ______, 19____, and continuing regularly thereafter until the ______ day of ______, 19____, when the entire amount of principal and interest then remaining unpaid, shall be then due and payable.~~

7-86

RECEIVED 9-5-76

☐ (3) Interest only in ☐ monthly ☐ annual ☐ other: _____ installments of $_____ each, beginning on the _____ day of _____, 19_____, and continuing regularly thereafter until the _____ day of _____, 19_____, and thereafter in ☐ monthly ☐ annual ☐ other _____ installments of $_____, ☐ including interest ☐ plus interest, beginning on the _____ day of _____, 19_____, and continuing regularly thereafter until the _____ day of _____, 19_____, when the entire amount of principal and interest then remaining unpaid shall be due and payable.

☐ (4) The Note shall provide for no personal or corporate liability in the event of default, it being understood that the holder of the Note may look only to the security provided by the Deed of Trust and/or retained vendor's lien to enforce the payment of the indebtedness.

☐ (5) The Deed of Trust securing payment of the Note shall provide that if all or any part of the Property or an interest therein is sold or transferred by Buyer without the prior written consent of the holder of the Note, the holder of the Note may, at its option, declare all the sums secured by the Deed of Trust to be immediately due and payable.

Any Seller financed note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied toward the payment of the installments of principal last maturing, but interest shall immediately cease upon amount of principal prepaid. The lien securing payment of such note will be inferior to any lien securing any loan assumed, taken subject to or given in connection with third party financing. Each note herein provided shall be secured by Vendor's and Deed of Trust liens and assignment of leases. A Vendor's Lien and Deed of Trust to secure any assumption, or Buyer's performance if taken subject to, shall be required, which lien shall be automatically released on execution and delivery of a release by noteholder. In case of dispute as to the form of the Deed, Note(s), or Deed of Trust(s), forms prepared by the State Bar of Texas shall be used. Each note herein provided shall contain provision for acceleration of maturity in the event of default and for the payment of reasonable attorney's fees if the note is placed in the hands of an attorney for collection.

AS PER ORIGINAL

5. EARNEST MONEY: As a condition precedent to the validity of this Contract, $ 10,000.00 is herewith rendered and is to be deposited as Earnest Money with Fort Bend Title Company, 2205 Avenue I, _____ as Escrow Agent, and placed in an interest bearing account, upon execution of the Contract by both parties. Rosenberg, Texas 77471

6. CLOSING: The closing of the sale (the "Closing Date") shall take place at the Title Company on or before May 1 19 90, unless such date is changed in writing by Seller and Buyer, or otherwise extended as herein provided.

A. At the closing, Seller shall deliver to Buyer, at ~~Seller's~~ Buyer's sole cost and expense, the following:

(1) A duly executed and acknowledged General Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing;

(2) An Owner's Policy of Title Insurance (the "Title Policy") issued by FORT BEND TITLE COMPANY, 2205 AVE. I ROSENBERG, TEXAS (the Title Company) in the full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard printed exceptions contained in the usual form of the Title Policy, provided, however:

(a) the exception as to area and boundaries ☐ shall not be deleted ☐ shall be deleted except for "any shortages in area" and if deleted, such deletion shall be at expense of BUYER;

(b) the exception as to restrictive covenants shall be endorsed "None of Record", unless any existing restrictive covenants are approved by Buyer;

(c) the exception as to taxes shall be limited to taxes for the current year and subsequent years, and subsequent assessments for prior years due to changes in land usage or ownership;

[redacted]

(5) If requested by Buyer, to the extent assignable, an assignment of any one or more of the insurance policies held by Seller pertaining to the Property, duly executed by Seller;

(6) Furnish evidence of its capacity and authority for the closing of this transaction;

(7) Execute all other necessary documents to close this transaction.

B. At the closing, Buyer shall perform the following:

(1) Pay the cash portion of the Sales Price;

[redacted]

(3) Furnish evidence of its capacity and authority for the closing of this transaction;

[redacted]

(5) Execute all other necessary documents to close this transaction.

[redacted]

7. FEASIBILITY STUDY AND INSPECTION: Buyer ☒ is ☐ is not granted the right to conduct an engineering, and/or market and economic feasibility study ("Feasibility Study") of the Property, and a physical inspection ("Inspection") of all improvements, fixtures, mechanical equipment, and personal property being sold hereby. In the event Buyer is granted such right, Buyer shall have 60 days from the effective date hereof to perform such study and inspection and in this regard, Buyer or his designated agents may enter upon the Property for purposes of such analysis, or other tests and inspections which may be deemed necessary by Buyer [redacted]. In the event this Contract shall not close, through no fault of Seller, Buyer shall restore the Property to its original condition, if changed due to the tests and inspections performed by Buyer, and shall provide Seller with a copy of the results of any tests and inspections made by Buyer, excluding any market and economic feasibility studies. The study/inspection shall be at Buyer's expense.

8. BROKER'S FEE: N/A Listing Broker (-0- %) and N/A Co-Broker (-0- %) (collectively the "Broker"), as Broker, has negotiated this sale and Seller agrees to pay Broker in Harris County, Texas, on consummation of this sale or on Seller's default (unless otherwise provided herein) a total cash fee of -0- of the total Sales Price, which Escrow Agent shall pay from the sales proceeds. Each of the parties represents to the other that it has not incurred any liability for brokerage fees or commissions in connection with this transaction other than the liability of Seller as set forth above. Each party indemnifies and agrees to hold the other party harmless from any and all claims and/or expense resulting to the other party by reason of a breach of the representation made by such party herein.

9. POSSESSION: The possession of the Property shall be delivered to Buyer at funding in its present condition, ordinary wear and tear excepted.

10. SPECIAL PROVISIONS: NOTWITHSTANDING ANY LANGUAGE CONTAINED HEREIN TO THE CONTRARY, BUYER & SELLER ~~BUYER~~ SHALL BE RESPONSIBLE FOR PAYING THE PREMIUM FOR TITLE INSURANCE AND BUYER PAY FEE FOR SURVEYING FOR THIS TRANSACTION.

ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES ARE EXHIBITS "A" and "B" AS ADDENDUMS TO THIS CONTRACT.

Notwithstanding any language contained herein to the contrary, Buyer and Seller shall share closing expenses equally, except Buyer shall pay for Survey.

(Insert factual statements and business details applicable to this sale.)

AS PER ORIGINAL

11. SALES EXPENSES TO BE PAID IN CASH AT OR PRIOR TO CLOSING:

A. SELLER'S EXPENSES: All costs of releasing existing loans and recording the releases; ~~[illegible]~~; tax statements; 1/2 of any escrow fee; preparation of Deed; other expenses stipulated to be paid by Seller under other provisions of this Contract.

B. BUYER'S EXPENSES: All expenses incident to any loan (e.g., loan procurement fees, preparation of Note, Deed of Trust, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports); 1/2 of any escrow fee; copies of restrictions, easements, reservations, or conditions affecting the Property; and expenses stipulated to be paid by Buyer under other provisions of this Contract.

12. PRORATIONS: Insurance (at buyers option), interest on any debt assumed or taken subject to, assessments, current taxes, and any rents, and maintenance fees shall be prorated at the date of closing. No proration shall be made for delinquent rents existing as of Closing Date, which rents Seller shall be responsible for collecting. At the closing, Seller shall pay to Buyer in cash the amount of any prepaid rents paid to Seller by tenants of the Property for periods subsequent to the Closing Date. If ad valorem taxes for the year in which the sale is closed are not available on the Closing Date, proration of taxes shall be made on the basis of taxes assessed in the previous year, with a subsequent cash adjustment of such proration to be made between Seller and Buyer, if necessary, when actual tax figures are available. If Buyer is assuming payment of or taking subject to any existing loan on the Property, all reserve deposits for the payment of taxes, insurance premiums, or other charges shall be transferred to Buyer by Seller and Buyer shall pay to Seller the amount of such reserve deposits. Any special assessments applicable to the Property for improvements previously made to benefit the Property shall be paid by Seller. Seller shall pay to Buyer at closing in cash the amount of any deposits paid to Seller by tenants of the Property, including but not limited to, all rental security, cleaning, utility, key, damage, and other deposits. All other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, maintenance, management, and other normal operating charges shall be prorated as of the date of closing.

13. TITLE APPROVAL: Seller shall deliver to Buyer within twenty (20) days from the date of this Contract a Commitment for Title Insurance (the "Commitment") and, at Buyer's request, legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. If Buyer has an objection to items disclosed in such Commitment or survey provided for herein, Buyer shall have fourteen (14) days after receipt of each such instrument to make written objections to Seller. If Buyer or third party lender makes such objections or if the objections are disclosed in Commitment, survey or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Buyer may (i) terminate this Contract and the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, or (ii) waive the unsatisfied objections and close the transaction.

14. DEFAULT: Unless otherwise provided for herein, if Buyer fails to comply herewith, Seller may either (i) enforce specific performance and seek such other relief as may be provided by law, or (ii) terminate this Contract and receive the Earnest Money as liquidated damages, one-half of which (but not exceeding the herein recited Broker's fee) shall be paid by Seller to Broker in full payment of Broker's services. The Broker's fee is payable only if and when Seller enforces specific performances, collects damages for such default by suit, compromise, settlement, or receives the Earnest Money as liquidated damages. Unless otherwise provided for herein, if Seller fails to comply herewith, Buyer may either (i) enforce specific performance hereof and seek such other relief as may be provided by law, or (ii) terminate this Contract and receive the Earnest Money. Notwithstanding the above, accrued interest, if any, on the Earnest Money shall be paid to Buyer.

15. ATTORNEY'S FEES: Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to the Contract or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

16. ESCROW: The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) is not a party to this Contract and does not assume or have any liability for performance or non-performance of any party and (ii) has the right to require from all signatories a written release of liability of the Escrow Agent, termination of the Contract and authorization to disburse the Earnest Money. At closing, Earnest Money and accrued interest shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer. Any refund or payment of the Earnest Money under this Contract shall be reduced by the amount of any actual expenses incurred on behalf of the party receiving the Earnest Money, and the Escrow Agent will pay the same to the creditors entitled thereto.

17. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller hereby represents and warrants to Buyer as follows, which representations and warranties shall be deemed made by Seller to Buyer also as of closing date and such representations and warranties shall survive the closing:

A. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases delivered to Buyer pursuant to the Contract;

B. There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property, or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority;

C. Seller is the fee simple owner of the title to the Property and is duly authorized and empowered to sell said Property;

D. Seller has paid, through the current year, all taxes, charges, debts, and other assessments due by the Seller with respect to the Property;

E. The Property is not in a flood plain or water district, except as follows: NONE ;

F. All loan(s) assumed or taken subject to are not presently in default and will not be in default at the time of closing;

G. There will be no unrecorded liens or Uniform Commercial Code liens against any of the Property which will not be satisfied out of the Sales Price;

H. Seller knows of no existing condition with respect to the Property or its operation which violates any government code or regulation;

I. Seller has no knowledge that the Property is subject to any surface or sub-surface ground faults;

J. The Property is not being used and Seller has no knowledge that it has ever been used for the storage or disposal of any hazardous or toxic materials;

K. To the best of Seller's knowledge, no fact or condition exists which would result in the termination of the current access from the Property to any presently existing highways and/or roads adjoining or situated on the Property, or to any existing sewer or other utility facilities servicing, adjoining, or situated on the Property;

L. Seller shall not further encumber, or allow the encumbrance of, the title to the Property, or modify the terms or conditions of any existing encumbrances, if any, without the written consent of Buyer;

M. Seller has no knowledge of any pending or contemplated change in any statute, ordinance, rule or other governmental regulation applicable to the Property, or any action pending or threatened by any governmental body, adjacent landowners or other persons, or of any condition upon or affecting the Property, any of which would result in any material change in the condition of the Property, or in any way limit the use of the Property.

N. Seller has not received, and has no other knowledge of any notice from any insurance company requesting the performance of any work regarding the Property or relating to an increase in the insurance premiums applicable to the Property;

O. Seller has all necessary licenses and permits required by any and all statutes, ordinances, rules or other governmental regulations for the use and operation of the Property;

P. All obligations of Seller arising from the ownership and operation of the Property and business operated thereon, including, but not limited to salaries, taxes, leasing commissions, and the like, have been paid as they became due or will be paid at or prior to closing. Except for obligations for which provisions are herein made for proration or other adjustment at closing and the indebtedness taken subject to or assumed, there will be no obligations of Seller with respect to the Property outstanding as of the Closing Date;

Q. Each Lease furnished to Buyer pursuant to this Contract is in full force and effect, and has not been amended or modified in any way that has not been disclosed to Buyer in writing. Such Leases constitute all of the written and oral agreements of any kind for the leasing, rental, or occupancy of any portion of the Property. To the best of Seller's knowledge Seller has performed and complied with all its obligations under the Leases as and when thereby required, and there exists no fact or circumstance that could constitute a default of the landlord or lessor under any of the Leases, or entitle any tenant thereunder to offsets or defenses against the prompt, current payment of rent thereunder. Each tenant under the Leases actually occupies the premises leased thereunder. Except as expressly disclosed to Buyer in writing on the rent rolls furnished to Buyer pursuant to this Contract, no rental under any lease has been collected in advance of the current month, and except as so disclosed to Buyer in writing on such rent rolls, there are no concessions, bonuses, free months rental, rebates, or other matters affecting the rental for any tenant thereunder. Seller is the owner of the entire lessor's interest in and to each of the Leases and none of the Leases or the rentals or other sums payable thereunder has been assigned or otherwise encumbered, except as security for loan(s) assumed or taken subject to as provided herein. To the best of Seller's knowledge, no tenant under any of the Leases is in default thereunder;

R. There are no attachments, executions, assignments for the benefits of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller or the Property;

S. Seller knows of no repairs that need to be made to the Property and has no knowledge of any latent structural defects or any other defects of the Property, except for the following: NONE

THIS COVENANT IS NOT INTENDED TO BE A WARRANTY AND NO EXPRESS OR IMPLIED WARRANTY IS GIVEN BY SELLER WITH RESPECT TO THE PROPERTY.

If any representation or warranty above is known by Buyer, prior to closing, to be untrue and is not remedied by Seller prior to closing, Buyer may (i) terminate this Contract and the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, or (ii) waive its objections and close the transaction.

[illegible]

B. From the effective date of this Contract until the Closing Date or earlier termination of this Contract, Seller shall:

(i) Operate the Property diligently and in the ordinary course of its business and will use its best efforts to reasonably preserve for Buyer the relationships of Seller and its suppliers, tenants, and others having relations with it;

(ii) Keep, maintain, and repair the Property in a good and presentable condition and comply with all regulations affecting the Property;

(iii) Keep, observe, and perform its obligations as landlord under the Leases, and as long as tenants are not in default under the Leases, not cause the termination of any Lease without the prior written consent of Buyer;

AS PER ORIGINAL

(iv) Not enter into any written or oral service contract or other agreement with respect to the Property that will not be fully performed by Seller on or before the Closing Date, or that will not be cancellable by Buyer without liability on or after the Closing Date, without the prior written consent of Buyer;

(v) Not enter into, or alter, amend, or otherwise modify, or supplement any lease without the prior written consent of Buyer;

(vi) Not grant any bonus, free month's rental, rebate or other concession to any present or future tenant of the Property;

(vii) Advise Buyer promptly of any litigation, arbitration, administrative hearing, or legislation before any governmental body or agency of which Seller becomes aware, concerning or affecting the Property which is instituted or threatened after the date hereof;

(viii) Keep, observe, and perform all its obligations under the loan(s) assumed or taken subject to;

(ix) Not take, or omit to take any action that would have the effect of violating any of the representations, warranties, covenants, and agreements of Seller contained in this Contract.

19. USE OF PROPERTY: Seller ☐ has ☒ has not claimed the benefit of laws permitting a special use valuation for the purposes of payment of ad valorem taxes on the Property, and if so, Seller represents that he was legally entitled to claim such benefits. If Seller claimed such benefit and after the purchase is closed, Buyer changes the use of the Property and the same results in the assessment of additional taxes, such additional taxes will be the obligation of the Buyer. The representation herein shall survive closing.

20. [illegible]

21. CONDEMNATION: If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Buyer may, at its option, terminate this agreement by written notice to Seller within 30 days after Buyer is advised of the commencement of condemnation proceedings and the earnest money shall be refunded to Buyer, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Buyers election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Buyer and the purchase price shall not be reduced.

22. CASUALTY LOSS: Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either (i) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer, and neither party shall have any further rights or obligations pursuant to this Contract, or (ii) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.

23. MISCELLANEOUS:

A. Any notice required or permitted to be delivered hereunder shall be deemed received when personally delivered or sent by United State mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto.

B. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.

C. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

D. In case any one or more the provisions contained in this Contract shall for any reason be held to be invalid, illegal, and unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter and cannot be changed except by their written consent.

F. Time is of the essence of this Contract.

G. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

H. [illegible]

24. ASSIGNMENT:

☐ A. Buyer may not assign this contract.

☒ B. Buyer may assign this Contract and all rights hereunder and shall be relieved of any future liability under this Contract provided the assignee shall assume in writing all the obligations of Buyer hereunder.

25. [illegible]

26. CONSULT YOUR ATTORNEY: This is intended to be a legally binding contract. READ IT CAREFULLY. NO REPRESENTATION OR RECOMMENDATION IS MADE BY BROKER OR ITS AGENTS OR EMPLOYEES AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION RELATING THERETO. THESE ARE QUESTIONS FOR YOUR ATTORNEY. CONSULT YOUR ATTORNEY BEFORE SIGNING. The Broker cannot give you legal advice — only factual and business details concerning land and improvements.

AS PER ORIGINAL

EXECUTED in multiple originals effective the _____ day of _____, 19_____. (Fill in date last party signs.)
ALL APPLICABLE BOXES SHALL BE CHECKED BY THE PARTIES.

41 17.5

Listing Broker _____ License No.

By _____

Co-Broker _____ License No.

By _____

Receipt of $_____ Earnest Money is acknowledged in the form

of _____

FORT BEND TITLE COMPANY
Escrow Agent

By _____

Cecil E. Eicke
Seller CECIL E. EICKE

Seller _____

Seller's Address _____ Phone No.

FORT BEND COUNTY, a political subdivision
Buyer

BY: Jodie E. Stavinoha
Buyer

Buyer's Address _____ Phone No.

EXHIBIT "A"

Pursuant to Paragraph 27. Feasibility Study and Inspection of the Earnest Money Contract it is understood and agreed between the Seller and Buyer that the Feasibility Study and Inspection will not pertain to methane gas on the property made subject to this transaction. The feasibility study and inspection shall pertain to any and all other environmental issues concerning the subject property. In the event the study determines an environmental problem on the subject property that requires correction, the Seller shall have sixty (60) days to correct the problem(s) to the satisfaction of Buyer or Buyer shall have the right to terminate this agreement.

Jodie Stavinoha
2/3/90

Cecil E. Eicke

Buyer hereby covenants and agrees to use best efforts to conclude all feasibility studies and inspections within thirty (30) days from the date that this contract becomes effective.

Jodie Stavinoha

Cecil E. Eicke

Cecil E. Eicke

EXHIBIT "B"

41 17.7

Notwithstanding any language contained herein to the contrary, Seller warrants that there are no long-term leases outstanding on the above-described property and that all leases on the property are from month-to-month which can be terminated upon thirty (30) days written notice. Seller further agrees that Buyer will be given full and total possession of the above-described premises at the time of closing if Seller is given sixty (60) days notice of the closing date and that Seller will have terminated the rights of all tenants thereto prior to closing. It is further understood between the parties that Buyer is not taking the said premises subject to the rights of those persons and entities in possession at the time of closing.

It is further understood and agreed that Buyer shall get all mineral rights possessed by the Seller to the said property.

2/5/90

2/8/90

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

FORT BEND COUNTY, TEXAS (hereinafter referred to as "COUNTY") and CECIL B. EICKE (hereinafter referred to as "EICKE") agree as follows:

WHEREAS, EICKE desires to fully and completely resolve and terminate any and all controversy with COUNTY in Cause NO. 66,648, Cecil Eicke v. Laidlaw Waste Systems, Inc. and County of Fort Bend County, Texas, in the District Court of Fort Bend County, Texas 268th Judicial District.

WHEREAS, COUNTY desires to fully and completely resolve and terminate any and all controversy with EICKE in Cause NO. 66,648, Cecil Eicke v. Laidlaw Waste Systems, Inc. and County of Fort Bend County, Texas, in the District Court of Fort Bend County, Texas 268th Judicial District.

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

I.

This agreement is being executed contemporaneously with a certain Earnest Money Contract for the County to purchase all of that certain property owned by EICKE as described in Exhibit "A" attached hereto.

II.

It is understood between the parties that at closing of the above-described Earnest-Money Contract, EICKE will deliver to COUNTY an agreed motion to dismiss COUNTY from the above-stated lawsuit with prejudice, along with a compromise settlement agreement and mutual releases.

III.

It is understood between the parties that at closing of the above-described Earnest Money Contract, EICKE will deliver to the COUNTY a compromise settlement agreement wherein EICKE will not look to FORT BEND COUNTY for any damages or restitution in any way in regards to any damages awarded against EICKE in excess of his insurance proceeds available for his defense or will FORT BEND COUNTY look to EICKE for any damages awarded against FORT BEND COUNTY in the lawsuit styled Lawrence and Verna Postier v. Laidlaw Waste Systems, Inc., Cecil Eicke, Fort Bend County, and Wehring Properties, Inc.; Cause No. 63,993; in the 240th Judicial District Court of Fort Bend County, Texas.

IV.

It is the understanding of the parties that the purpose of this agreement is to compromise and settle all disputes between the parties regarding the above-stated lawsuits. And, it is further understood between the parties that the execution of this agreement is not an admission of guilt or liability on the part of FORT BEND COUNTY or CECIL EICKE.

FORT BEND COUNTY, TEXAS

BY Jodie E. Stavinoha
HONORABLE JODIE E. STAVINOHA
Fort Bend County Judge

DATED: 2-5-90

ATTEST:

BY Dianne Wilson
DIANNE WILSON
Fort Bend County Clerk

BY Cecil E. Eicke 2/8/90
CECIL E. EICKE

DATED: _____

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 JUNE 11, 19 90.

STARTING WITH
FILM CODE NO. 90Vol.41Pg. 1605

ENDING WITH
FILM CODE NO. 90Vol.41Pg. 1720

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

COUNTY COURT OF FORT BEND COUNTY, TEXAS

BY Betty Fulgham DEPUTY
BETTY FULGHAM

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 11 DAY OF JUNE, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 1723.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, APRIL 23, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of April 16, 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. Mr. Joe Grillo, Chairman, Library Board of Trustees, re: introduction of recommended architects for library branches and request approval of same.

7. Mr. Roman Bohachevsky, County Librarian, re: request to advertise for proposals for new telephone system for George Memorial Library.

8. Mr. Don Button, South Coast Fuel, re: request collection of State loading fees on fuel.

9. Consider requests for waiver of tax penalties & interest.

10. Consider platting Pecan Grove Plantation, Sec. 14, Pct. 4.

11. Marsha Gaines, Tax Assessor/Collector, re: (1) approval of 1990 exemptions; (2) present January, February & March monthly reports.

12. Accept & rebudget check in the amount of $808 for Emergency Management.

13. Consider the following for Pct. 2 Commissioner: (1) request to purchase two 1/2-ton pickups from bid #90-025 and one utility vehicle from bid #90-041; (2) request authorization to reclassify Pct. 2 personnel.

14. Consider application from Prime Cable to lay cable under/along Norwood Hills Dr., Cinco Blvd., Moortown Cir. & Canyon Links Dr., Pct. 3.

15. Consider acceptance of the right-of-way deeds to Stehle Rd. and acceptance into the County road maintenance system, Pct. 1.

16. Consider obtaining drainage easements for Cedar Rd. and easements for the widening of West Belfort, Pct. 3.

17. Consider authorizing the D.A. to secure a real estate appraiser for the purposes of acquiring Loop Rd. by gift, purchase and/or condemnation.

18. Consider accepting donation of right-of-way for the Bois d'Arc bridge project (Pct. 4) from Highland Mgt. Inc., C. Daniel Jones, Pres.

19. Consider approval of interlocal agreement with City of Rosenberg for the purchase of fuels.

20. Consider lifting a stay on Chelsea at Mission Bend, Pct. 3.

21. Authorize advertising for bids for purchase of 12-14 yd. dump trucks.

22. Consider taking action on the following bids: (1) contract for County redistricting (#90-039); (2) construction of Pitts Rd., Pct. 4 (#90-043); (3) renovations of District Clerk's offices (#90-044).

23. Consider agreement to retain law firm of Morris, Tinsley & Snowden to represent Fort Bend County as attorney of record in the Texas Parks & Wildlife case in 250th District Court, Travis County, Texas, Cause #471163.

24. Consider resolution in support of Jail Chaplaincy Program.

25. 10:00 a.m. - Hold public hearing for traffic control devices at Old Richmond Rd. & West Airport Blvd., Pct. 3, and consider taking action.

26. Meet in Closed Session to discuss litigation (Postier vs. Laidlaw, et al)and personnel matters (dept. head evaluations), as authorized by Art. 6252-17, Sec. 2(e,g), VTCS and consider taking action.

27. Approve bills.

28. Adjournment.

FILED FOR RECORD
TIME 2:50 ~~A.M.~~ P.M.
APR 19 1990
Diane 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, April 19, 1990 at 3:00 p.m. by N. Landry.

ADDENDUM TO AGENDA
OF MONDAY, APRIL 23, 1990

FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following items should be added to the Commissioners Court agenda of Monday, April 23rd:

1. Consider coverage for public employees blanket bond.

2. Consider approval of reserve deputy Ozell Love, along with bond and oath, for Precinct 2 Constable.

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

APR 20 1990

Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Addendum to agenda posted at County Courthouse & Jane Long Annex, Richmond, Texas on Friday, April 20, 1990 at 9:00 a.m. by M. Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 23RD day APRIL, 1990 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
DIANNE WILSON	COUNTY CLERK

With County Judge Stavinoha absent.

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

Several proclamations were read into the record to recognized Cinco de Mayo and National Library Week.

1. APPROVE MINUTES OF MEETINGS OF APRIL 16, 1990:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of April 16, 1990 with corrections to #17, pg. 4.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve line item transfer for DISTRICT CLERK. (Recorded in minutes in full)

4. APPROVE OUT-OF-TOWN TRAVEL REQUEST 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 request for COMMISSIONER #1 & #2, COUNTY TREASURER, VETERAN SERVICE, COUNTY JUDGE, SHERIFF, CONSTABLE, COUNTY CLERK, JUVENILE PROBATION, DISTRICT CLERK and LIBRARY. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

None

6. MR. JOE GRILLO, CHAIRMAN, LIBRARY BOARD OF TRUSTEES, RE: INTRODUCTION OF RECOMMENDED ARCHITECTS FOR LIBRARY BRANCHES AND REQUEST APPROVAL OF SAME:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept recommendation of the Fort Bend County Library Board to contract with Hall/Merriman Architects (Bill Hall, Bill Merriman and Don Holt) to design the Missouri City Branch Library and Brooks Association (Joe Brooks and Mark Stewart)

AS PER ORIGINAL

41 1727

PROCLAMATION

WHEREAS, the Hispanic culture and heritage is one of achievement and pride and the ancestry of these people is deep rooted in the Texas culture and way of life; and

WHEREAS, the art, culture, music, and cuisine of Hispanic Americans is unique and influential in the development of modern day Texas; and

WHEREAS, the date of May 5th serves traditionally as the Cinco de Mayo celebration, commemorating the date an undermanned, underfinanced Mexican army defeated the French army at the town of Puebla, Mexico in 1862 and made all of North America safe because no foreign power has invaded North America since; and

WHEREAS, the significance of this victory celebration and other notable human achievements should not be lost on people nor the youth of this nation, because this special week allows everyone of different cultures to share in the strong Hispanic American legacy and recognize contributions made in making the United States the great nation that it is.

NOW, THERFORE, I, JODIE E. STAVINOHA, COUNTY JUDGE OF FORT BEND COUNTY, do hereby proclaim the week of April 30 through May 5, 1990 to be

HISPANIC ARTS WEEK

in Fort Bend County and I remind all of our citizens to remember the great achievements, accomplishments, and contributions of the Hispanic Americans.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Office of the County Judge to be affixed this_____ day of _____, 1990.

/s/

JODIE E. STAVINOHA
COUNTY JUDGE

AS PER ORIGINAL

PROCLAMATION

WHEREAS, libraries in Fort Bend County are sources of information, knowledge, and pleasure that enrich our lives; and

WHEREAS, there is a resurgence of support of good libraries as reflected by a successful bond election and plan of growth; and

WHEREAS, librarians serve our community as resource persons, advisors, teachers, mentors, and friends who help us achieve our goals; and

WHEREAS, our nation is celebrating National Library Week with the theme "REACH FOR THE STARS, ASK A LIBRARIAN".

NOW, THEREFORE, I, JODIE E. STAVINOHA, COUNTY JUDGE OF FORT BEND COUNTY, do hereby proclaim the week of April 22-28, 1990 as

"NATIONAL LIBRARY WEEK"

in Fort Bend County, and urge all citizens to use the library and to "REACH FOR A STAR, ASK A LIBRARIAN".

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Office of the County Judge to be affixed this_____ day of _____, 1990.

/s/

JODIE E. STAVINOHA
COUNTY JUDGE

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1990

On this the 23 day of APRIL, 1990, 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 December 11, 1989, the Court heard and approved a budget for the year 1990 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1990, adopted on December 11, 1989.

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 (Line Item)	$48,500	$47,600	(900)
#0701	$ 2,300	$ 3,200	$900

Department Head: Gloria Hopkins Kitelew Date: 4-19-90

FORT BEND COUNTY

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

41 1730

FORT BEND COUNTY
TRAVEL AUTHORIZATION

APR 23 1990
COUNTY JU

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: April ~~24~~ 25, 1990

DATE OF RETURN: April ~~25~~ 26, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: view jail

MODE OF TRANSPORTATION: personal vehicle

****

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

DATE: 4-18-90

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

RECEIVED
APR 23 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

R. L. O'Shieles

Period: Date of Departure April 25, 1990

Date of Return April 26th, 1990

Purpose of Trip: Re: Jail Study

Places to be Visited: Austin, Texas

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

Name

April 20, 1990
Date

Commissioner, Precinct #1
~~Fort Bend County~~
Title

* *

Approved: Commissioners' Court

County Judge

Date

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

41 1732

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
APR 18 1990
COUNTY JUDGE

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: April 25, 1990

DATE OF RETURN: April 26, 1990

DESTINATION: Austin, TX

PURPOSE OF TRIP: TAC Insurance Task Force Meeting

MODE OF TRANSPORTATION: personal auto

****

DEPARTMENT HEAD APPROVAL: Kathy Hynson, County Treasurer
Name & Department

DATE: 04/12/90

Kathy Hynson
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official Bob Lutt

Date _____

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1733

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
APR 18 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

PATRICK CONRAD

DATE OF DEPARTURE: 4/26/90

DATE OF RETURN: 4/27/90

DESTINATION: HOUSTON TX

PURPOSE OF TRIP: SPRING TRAINING CONFERENCE

MODE OF TRANSPORTATION: PERSONNAL AUTO

MEALS AND MILEAGE ONLY

****

DEPARTMENT HEAD APPROVAL: PATRICK CONRAD, VETERAN SERVICE OFFICER
Name & Department

DATE: 4/12/90

Patrick Conrad
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official Bob Hutts

Date _____

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1734

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. STAVINOHA

DATE OF DEPARTURE: MAY 9, 1990

DATE OF RETURN: MAY 11, 1990

DESTINATION: KERRVILLE, TEXAS

PURPOSE OF TRIP: TEXAS DEPARTMENT OF MENTAL HEALTH AND MENTAL RETARDATION 1990 TRAINING AND STAFF RESOURCES ANNUAL MEETING

MODE OF TRANSPORTATION: AIRPLANE

****

DEPARTMENT HEAD APPROVAL: JODIE E. STAVINOHA, CUONTY JUDGE
Name & Department

DATE: 1/19/90

Signature J Stavinoha

****

APPROVED COMMISSIONERS COURT: Presiding Official Bob Seitz

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. STAVINOHA

DATE OF DEPARTURE: MAY 15, 1990

DATE OF RETURN: MAY 16, 1990

DESTINATION: AUSTIN, TEXAS

PURPOSE OF TRIP: ANNUAL SEMINAR ON LOCAL GOVERNMENT

MODE OF TRANSPORTATION: PERSONAL AUTO

****

DEPARTMENT HEAD APPROVAL: JODIE E. STAVINOHA, COUNTY JUDGE
Name & Department

DATE: 4/19/90

Signature: J Stavinoha

****

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

41 1736

RECEIVED
APR 18 1990
COUNTY JUDGE

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:

Ray Breeding

DATE OF DEPARTURE: May 20, 1990

DATE OF RETURN: May 25, 1990

DESTINATION: Bandera, Texas

PURPOSE OF TRIP: Attend Administrative Management Conference for Constable's

MODE OF TRANSPORTATION: Personal Vehicle

****

DEPARTMENT HEAD APPROVAL: Ray Breeding, Constable - Pct. 2
Name & Department

DATE: 4/12/90

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

41 1737

RECEIVED
APR 18 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Shirley Davis
Lynelle Eixman

Period: Date of Departure May 8
Date of Return May 11

Purpose of Trip: Probate school

Places to be Visited: Marshall, Texas

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

Dianne Wilson
Name

4-12-90
Date

County Clerk
Title

* *

Approved: Commissioners' Court

[signature]
County Judge

Date

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

FORT BEND COUNTY 41 173

TRAVEL AUTHORIZATION

RECEIVED
APR 18 1990
COUNTY JUDGE

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: April 23, 1990

DATE OF RETURN: April 25, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: TARSP Board Meeting

MODE OF TRANSPORTATION: County Car

****

DEPARTMENT HEAD APPROVAL: Dennis A. McAfee Juvenile Probation
Name & Department

DATE: 4/16/90

Dennis A. McAfee
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date

(Emergency Approval: J. Stavinoha Date 4/18/90)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 1739

RECEIVED
APR 19 1990

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:

GLORY KETELERS

DATE OF DEPARTURE: MAY 12, 1990

DATE OF RETURN: MAY 18, 1990

DESTINATION: ATLANTA, GEORGIA

PURPOSE OF TRIP: TO ATTEND ICM PROGRAM --- PLANNING, BUDGETING AND FINANCIAL CONTROLS

MODE OF TRANSPORTATION: AIRLINE

****

DEPARTMENT HEAD APPROVAL: G Ketelers, Dist Clerk
Name & Department

DATE: 4-17-90

Signature Glory Ketelers

****

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

41 1740

RECEIVED
APR 19 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Sheriff Perry R. Hillegeist, Jr. and Chief Thomas J. Sparkman

Period: Date of Departure 4/25/90 A.M.

Date of Return 4/26/90 P.M.

Purpose of Trip: Tour Detention Facilities

Places to be Visited: Austin, Texas

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

Thomas J. Sparkman
Name

4/19/90
Date

for Sheriff
Title

* *

Approved Commissioners' Court

County Judge

Date

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

41 1741

FORT BEND COUNTY
TRAVEL AUTHORIZATION

APR 20 1990
COUNTY JUDGE

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: May 15, 1990

DATE OF RETURN: May 17, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: to attend seminar on Redistricting for Local Governments which is sponsored by Bickerstaff, Heath & Smiley

MODE OF TRANSPORTATION: Personal vehicle

****

DEPARTMENT HEAD APPROVAL: Commissioner R. L. O'Shieles R & B Precinct #1 Fort Bend County
Name & Department

DATE: 4-18-90

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

41 1742

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
APR 20 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Molly Krukewitt

Linda Dillard

DATE OF DEPARTURE: June 21, 1990

DATE OF RETURN: June 27, 1990

DESTINATION: Chicago, Illinois.

PURPOSE OF TRIP: To attend American Library Association conference.

MODE OF TRANSPORTATION: airline

****

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

DATE: 4-20-90

Roman S. Bohachevsky
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

#6

Fort Bend County Library System

41 1743

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

April 11, 1990

Honorable Jodie E. Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Gentlemen:

The Library Board of Trustees is pleased to recommend to you two architectural firms whom we have chosen to build our first two branch libraries.

For Missouri City we are recommending the firm of Hall/Merriman Architects, 2727 Weslayan, Houston, Texas 77027. The principals of the firm are Bill Hall and Bill Merriman.

For First Colony we recommend to you Brooks Association for Architecture and Planning, 2200 West Loop South, Houston, Texas 77027. The principals of the firm are Joe Brooks, Kenneth Mauck, and Mark Stewart.

The Library Board began the selection process in January 1990 with invitations (and responses) to 21 firms. During the course of the last 4 months we have met on 9 different occasions, interviewed 6 finalists on a short list, visited 5 libraries, interviewed 4 finalists again, and finally decided on the two firms to be recommended.

It was a long process and we tried to be fair, objective, and always had the image of well designed and practical libraries for Fort Bend County in mind.

At the Library Board meeting on Tuesday, April 10, 1990, the Board voted unanimously to recommend Hall/Merriman Architects and Brooks Association to you for your consideration. We would like for you to schedule the appointment of architects for library branches as an Agenda Item as soon as you can. If it is your pleasure, the architects and I will appear before you for introductions and presentations. I have asked each firm to send you a prospectus of their work.

We are recommending two architects, one for each branch library, because we would like to begin the planning process for the branches as soon as possible. The branches will be started approximately 1/4 of a year apart. The screening and

1001 Golfview • Richmond, Texas 77469-5141 • 713-342-4455

interviewing process gave us a chance to look at many good architects and because it was so involved and lengthy, we decided to go ahead and recommend two to you now rather than having to go through this process again within a quarter of a year.

Be assured that we have done a good job of evaluation and that the architects recommended to you will be excellent in their performance. Each firm has built many libraries and will build fine ones for us.

Please schedule this matter for Commissioners Court action as soon as you can.

Sincerely,

Joe Grillo, Chairman
Library Board of Trustees

Enc: List of firms
originally considered

to design the First Colony Branch Library, as presented by Joe Grillo, Chairman.

7. MR. ROMAN BOHACHEVSKY, COUNTY LIBRARIAN, RE: REQUEST TO ADVERTISE FOR PROPOSALS FOR NEW TELEPHONE SYSTEM FOR GEORGE MEMORIAL LIBRARY:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize going out for proposals for new telephone system for George Memorial Library, as requested by Roman Bohachevsky, County Librarian. (Recorded in minutes in full)

8. MR. DON BUTTON, SOUTH COAST FUEL, RE: REQUEST COLLECTION OF STATE LOADING FEES ON FUEL:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize payment of $1,180.21 of State loading fee on fuel, purchased from 9-1-89 to 12-31-89 from South Coast Fuel as requested by Don Button. (Recorded in minutes in full)

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

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize waiver of penalties & interest in the amount of $649.39 and attorney fees in the amount of $314.26 for Sharpstown Church of Christ. (Recorded in minutes in full)

Reverend Ron Faulker request waiver.

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to deny waiver of penalties & interest fees in the amount of $151.05 and attorney fees in the amount of $50.29 for Elaine Kilday.

Ms. Kilday request waiver.

10. CONSIDER PLATTING PECAN GROVE PLANTATION, SEC. 14, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve plat for Pecan Grove Plantation, Sec. 14, Pct. 4. Plat, Tax Statements and Letter of Credit were presented to Commissioners Court. (Recorded in minutes in full)

11. MARSHA GAINES, TAX ASSESSOR/COLLECTOR, RE: (1) APPROVAL OF 1990 EXEMPTIONS; (2) PRESENT JANUARY, FEBRUARY & MARCH MONTHLY REPORTS:

Approval of 1990 exemptions:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize 1990 exemptions for Fort Bend County General Fund and Drainage District as requested by Marsha Gaines: (Recorded in minutes in full)

Optional Homestead	20% of the value with a $5,000 min.
Over 65 Homestead	$40,000 maximum
Disability	$40,000 maximum **cannot have both over 65 and disability**
Disabled Veteran	According to schedules (ranges from $1,500 to $3,000)

41 1746

Fort Bend County Library System

ROMAN S. BOHACHEVSKY
COUNTY LIBRARIAN

April 20, 1990

RECEIVED
APR 20 1990
COUNTY JUDGE

Honorable Jodie E. Stavinoha
Commissioner R.L. "Bud" O'Shieles
Commissioner Ben Denham
Commissioner Alton Pressley
Commissioner Bob Lutts

Gentlemen:

I will appear before you on Monday, April 23, 1990 to again request permission to issue an RFP for a new telephone system for the George Memorial Library.

Attached please find the following items:

1) Memo from Mrs. Jeanne Witt, my staff person in charge of telephones detailing the various problems we are having with our system.
2) A letter from GTE which describes the limitation of the system as it regards expansion and computer/fax applications.
3) A copy of the comment by one of the evaluators of the bids for our present system that illustrates the limitation of our telephone system. We have 55 extensions in use now and need 20 more in the short term (next 2 years). A new cabinet at the then (1986) estimated cost of $4,500 is imminent if we stay with the present system.
4) A copy of reference responses regarding the original bidders. The GTE proposal received 2 out of 3 negative comments.

If we are to keep the present GTE Monitor-TIE system, it would cost approximately $10,000 to upgrade for adequate capacity. We still would not be able to accommodate telefacsimile machines, PC's, and TDD's (telephone devices for the deaf). Also we would continue to have the problems described in Jeanne Witt's report.

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We are about to automate the entire library system for the future. The main library, the hub of a automation system needs a telephone communication system that is up to the standards of the 1990's. We have a real need here that needs to be met.

I hope to have your support to issue an RFP which more accurately describes the library's needs for the future.

Sincerely,

Roman Bohachevsky

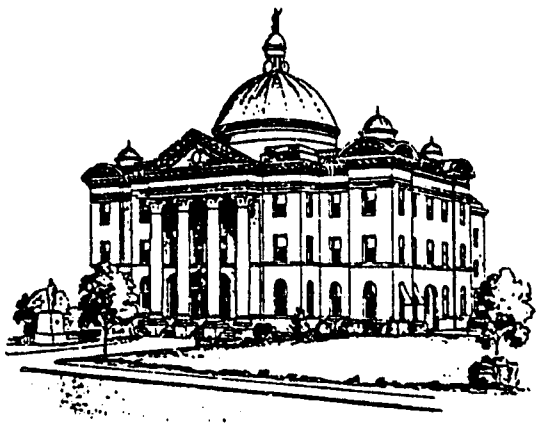
Roman S. Bohachevsky

RSB/dmf

Attachments

AGENDA 8
Item 41 1748
(16 Apr 90)
+ 4/23

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

March 30, 1990

Reissued
Apr 12, 1990

Each Member
Commissioner's Court
Fort Bend County, Texas

Gentlemen,

Attached are pages 1, 2, and 5 of the current gasoline contract which was awarded to South Coast Fuel, Inc. by Commissioner's Court on November 27, 1989 and is being contested by that vendor.

Please note that paragraph P on page 5 advises the bidder that Fort Bend County WILL NOT pay delivery fees on fuel as described in Section 26.3574 Texas Water Code.

We put that "NOTE TO VENDORS" in the bid to alert the vendors that they should build into their bid price any fees that they anticipated having to pay. The difference in price differential bid by the other bidders on this contract were 2 to 3 times higher than South Coast Fuel leading me to believe that they knew their business and built the additional fees into their bid.

I suggested that if the Court authorizes payment of the requested delivery fees we may very well hear from the two other bidders (Sugar Land Bulk and Mike Krolczyk) before sundown.

Sincerely,

John J. Hammett

P.S. I cannot explain the strange date used by the bidder on each page; that date was over 4 months before we even issued the invitation. Records in the Office of the County Judge show that South Coast Fuel turned in their bid at 10:30 AM on 11-13-89.

INVITATION FOR BIDS
ANNUAL CONTRACT FOR THE PURCHASE OF GASOLINES FOR FORT BEND COUNTY AND THE FORT BEND COUNTY DRAINAGE DISTRICT
CONTRACT EXPIRES: 30 JUNE 1990 (RENEWABLE CONTRACT)
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-011	10 - 30 - 89	1	7

Sealed bids, subject to the Terms and Conditions of this Invitation For Bids, for the purchase of gasolines, as described in 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. 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.

South Coast Fuel, Inc.
LEGAL NAME OF CONTRACTING COMPANY

Don R. Button	Sales Manager	(713) 741-7234
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
P.O. Box 14514	Houston, TX	77221-4514
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
2600 South Loop West #430	Houston, TX	77054
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE GASOLINES 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: _____ 06/08/89
DATE

Don R. Button	Sales Manager	(713) 741-7234
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ 11/21/89
COUNTY JUDGE, FORT BEND COUNTY, TEXAS — DATE

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-011	10 - 30 - 89	2	7

A. SCOPE:

It is the intent of Fort Bend County to purchase from one (1) vendor all GASOLINES for use by all Fort Bend County Facilities as well as the Fort Bend County Drainage District, as provided for in this invitation for bids.

B. PERIOD OF CONTRACT:

This contract is for 6 months, 1 January 1990 thru 30 June 1990. Fort Bend County reserves the right to extend this contract, every six (6) months (24 months maximum), upon agreement by both parties, under the same terms and conditions.

C. CONTRACT CANCELLATION:

Failure by the vendor to perform under this contract shall be cause for cancellation of the contract by Fort Bend County; fuel will then be purchased on the open market, charging back to the vendor the difference between market and contract price, subtracting such total from outstanding invoices or the performance bond. Fort Bend County further reserves the right to cancel this contract at any time with 30 days written notice; bidder is afforded the same right.

D. INSURANCE: (See Page #6).

Bidder must submit with bid proof of liability insurance in the minimum amounts of $100,000/$300,000/$100,000.

E. BID BOND: (See Page #6).

A bid bond in the amount of $1,000.00 must accompany bid. Bid Bond to be in the form of a Cashier's Check payable to Fort Bend County. Successful bidder's bid bond will become a performance bond upon award of bid, and will be returned to successful bidder 15 days after expiration of contract. Unsuccessful bidder's checks will be returned, upon written request, 15 days after award of bid by the Fort Bend County Commissioners Court. Failure to submit Bid Bond will result in the disqualification of bid.

F. SUBCONTRACTING:

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

G. CONTACT PERSON:

For additional information contact Mr. Gilbert Jalomo, Assistant Purchasing Agent at (713) 341-8640.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-011	10 - 30 - 89	5	7

L. PAYMENT BY FORT BEND COUNTY:

Fort Bend County guarantees payment within 30 days after receipt of invoice by County Auditor.

M. IRS REGISTRY: (See Page #6).

Vendor must have been issued, and have in current status the IRS CERTIFICATE OF REGISTRY (Form 637). A copy of certificate must be submitted with bid, failure to do so will result in the disqualification of bid.

N. REFERENCES: (Enter information on Page #6).

Bidders must submit with bid a list of no less than three references. References must state contact person's name and phone number at each location. References submitted must be of contracts past or present, of a similar or larger operation than Fort Bend County. Failure to submit references will result in the disqualification of bid. References will be a consideration in the evaluation of bid.

O. BID PRICE: (Enter information on Page #6).

Vendors shall bid a fixed price differential above or below the AVERAGE price posted for that particular fuel in the OIL PRICE INFORMATION SERVICE (OPIS) PAD3 REPORT for Houston, Texas. The AVERAGE price may vary from week to week; however, the price differential (+ or -) must remain constant for the duration of the contract. In arriving at the invoice price the vendor shall apply the differential to the AVERAGE price shown on the PAD3 REPORT received Monday of the week following the week during which delivery is made (NOTE: To avoid delay in payment please adhere to this provision to the letter). Selling price must not include Federal Excise Tax, Fort Bend County is tax exempt. Fort Bend County will pay State Tax, however, do not include State Tax in bid price, this tax must be listed seperatly on each invoice submitted for payment.

P. NOTE TO VENDORS:

Fort Bend County, being liable for a Storage Tank Fund Fee under Sec. 26.358 Texas Water Code, will not be responsible for delivery fees described in Sec. 26.3574 of that code.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: April 11, 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 - Ron Faulkner, Minister
Sharpstown Church of Christ
Account .907-0361-00-000-0211
Precinct #3

Reverend Faulkner is requesting waiver of penalty and interest and attorney fees on the above referenced account for tax years 1986 through 1989.

1. Property was purchased by the church in June 1982.
2. The account was carried on the tax rolls in the name of A W Hill Trustee until the Central Appraisal District issued a change on February 26, 1990.
3. The account is being taxed on the land only. The improvements will not appear on the account until the 1990 tax roll.
4. Heard, Goggan, Blair and Williams filed a lawsuit against the church in November 1989.
5. Per Ted Siwierka with the Central Appraisal District to date the church has not made application for a religious organization as required by Sec 11.20 of the State Property tax code.

Breakdown of Taxes Due:

Base Tax	$2,140.93
Penalty and Interest	649.39
Attorney Fees	314.26
Total Due	$3,104.58

I do not recommend waiver of penalty and interest and attorney fees on the above referenced account as they have not followed the provisions of the code regarding waiver or filed a request for a religious exemption.

M Gaines

9/2

41 1753

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: February 15, 1990

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

denied

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - Elaine Kilday
Account Number .907-5915-02-002-1000
Precinct Number 4

Ms. Kilday is requesting waiver of penalty and interest and attorney fees on the above referenced account for 1983.

1. The property was purchased in June 1979, and correct ownership was reflected in 1982.
2. Ms. Kilday felt she had paid 1983 taxes with check number 2378 dated 1-1-84 (actually 85) in the amount of $189.21.
3. Amount of tax, penalty and interest, and attorney fees due at that time was $262.68.
4. Check was posted to 1983 delinquent tax on account .907-5915-02-004-0120, owned by H. P. Kilday Jr., in the amount of $188.92.
5. Ms. Kilday has received numerous delinquent statements from the tax office informing her of the status of her account and check in question.
6. Tax roll records were correct for the year in question.
7. Ms. Kilday did not pay the delinquent taxes within twenty one days of learning of the delinquency in compliance with State Property Tax Code 33.011.
8. Taxes were paid 11-16-89.

Breakdown of Taxes Paid:

Base Tax	$184.21
Penalty & Interest	151.05
Attorney Fees	50.29
Total Paid	$385.55

I do not recommend waiver of penalty & interest or attorney fees as there is no evidence of an error on the part of the Fort Bend Central Appraisal District or the Tax Office.

RECEIVED
FEB 15 1990
COUNTY JU

1/23 xc: 4 Commissioners
Tax Assessor/Coll.

41 1754

January 15th,1990

Marsha P. Gains
Ft. Bend County Tax Assessor/Collector
P.O. Box 368
Richmond, Texas 77469

The Honorable: Country Judge Jodie Stavinoha,

I am requesting a waver of penalty and interest on our account due to the most unusual circumstances. And the fact that I came to this office several times in an effort to resolve this matter.
The Taxes and interest have been paid on this property. We have a temporary receipt #2794 from Chriss Goger.

Thank you for your assistance in this matter.

Sincerely,

Elaine Kilday

Elaine Kilday
3130 Villa Lane
Missouri City, Tx. 77459

AC. 713 438-7515

RECEIVED
JAN 22 1990
COUNTY JUDGE

41 1755

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: February 15, 1990

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

Approved

FROM: Marsha P. Gaines
Tax Assessor/Collector

RE: Waiver of Penalty and Interest - N. L. Finch
Account Number .907-1500-03-001-0500
Precinct Number 4

The tax office is requesting waiver of penalty, interest, and attorney fees on the above referenced account for years 1977 and 1981.

Breakdown of Taxes Due:

Base Tax	$152.90
Penalty & Interest	172.37
Attorney Fees	48.77
Total	$374.04

I recommend waiver of penalty and interest and attorney fees under Section 33.04(6) of the State Property Tax Code.

M Gaines

RECEIVED
FEB 15 1990
COUNTY JU

Pecan Grove Plantation Sec 14

41 1756

American General Investment Corporation

P.O. Box 1375 • Houston, Texas 77251 • 713-522-1111

A Subsidiary of American General Corporation

Fort Bend County Judge Jodie E. Stavinoha
or his successors in office
Richmond, Texas 77469

Irrevocable Letter of Credit No. 57

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 one hundred thirteen thousand five hundred fifty dollars Dollars ($113,550), 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. 57 dated April 11, 1990, in the amount of one hundred thirteen thousand five hundred fifty Dollars ($113,550), that Pecan Grove Associates has failed to build and/or maintain roads and/or drainage facilities of Pecan Grove Plantation Section 14, in accordance with the Subdivision Regulations of Fort Bend County, Texas prior to the roads being accepted for permanent maintenance by Fort Bend County and, by virtue of such failure, Beneficiary is entitled to receive funds in the amount of _____ _____ ($)".

2. "The undersigned, _____, hereby certifies to American General Investment Corporation, as issuer of Letter of Credit No. 57, dated April 11, 1990, in the amount of one hundred thirteen thousand five hundred fifty Dollars ($113,550), that Pecan Grove Associates has delivered notice of intent to not automatically renew Letter of Credit No. 57 for a period no less than one year from the present expiration date and, by virtue of said delivery and notification, beneficiary is entitled to receive funds equal in amount to the undrawn balance on this Letter of Credit such amount being _____ Dollars ($)".

FILED FOR RECORD
TIME _____ A.M. P.M.
APR 23 1990
Diane Wilson
County Clerk, Fort Bend Co., Tex.

AMERICAN GENERAL

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.

This letter of credit should be governed by the "Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chamber of Commerce Publication No. 400 or any revision thereof.

Any draft drawn under this Letter of Credit must be marked "Drawn under the Letter of Credit No. 57, dated April 11, 1990 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 April 11, 1991.

American General Investment Corporation
Issuing Organization

By: J. S. Maniscalco

Name: Joseph S. Maniscalco

Title: Vice President & Treasurer

By: Risher Randall

Name: Risher Randall

Title: Senior Vice President

L90-140
4-12-90

89-247

MEMORANDUM

DATE: April 19, 1990

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

FROM: Marsha P. Gaines

RE: 1990 Exemptions

Proposed exemptions for the 1990 tax year - 1991 budget year are as follows:

Fort Bend County General Fund and Drainage District

Optional Homestead	20% of the value with a $5,000 minimum
Over 65 Homestead	$40,000 maximum
Disability	$40,000 maximum ***Cannot have both over 65 and disability***
Disabled Veteran	According to Schedules (ranges from $1,500 to $3,000)

Lateral Road & Flood Control

All of the above exemptions are the same with the exception of an additional $3,000 state granted homestead.
Not applicable for those with over 65 exemption or disability.

The proposed discounts and exemptions are the same as the ones granted for the 1989 tax year.

Reference Information - Chapter 11.13 of Texas Property Tax Code

Homestead: 20% of appraised value, the amount of an exemption can never be less than $5,000 no matter what the percentage is. Lateral Road and Flood Control also receives extra $3,000. The extra $3,000 is not applicable for Over 65 or Disability Exemption.

Over 65 and Disability: $40,000 set by the governing body of the taxing unit. You may only have one or the other exemption as stated in 11.13 (h). To qualify for Over 65 Exemption you must be 65 or older. To qualify for Disability you must receive benefits under Federal Old Age Survivors, and Disability Insurance Program, which is administered by Social Security Administration. If you do not qualify under this program, additional information will be requested from civil service, railroad or teacher retirement, insurance documents, or statement from the doctor.

Disabled Veterans: Disabled Veteran must qualify with documents from the Veteran's Administration or branch of armed service in which you served, showing the percentage of service related disability. Exemption ranges from $1,500 to $3,000 depending on percentage of disability. You must be a Texas resident. This is not a homestead exemption, you may apply this to any property you own.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize 1990 exemptions for Lateral Road & Flood Control as requested by Marsha Gaines: (Recorded in minutes in full)

All of the above exemptions are the same with the exception of an additional $3,000 state granted homestead.
Not applicable for those with over 65 exemption or disability.

Present January, February & March monthly reports:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept for record the January, February and March monthly reports as presented by Marsha Gaines.

12. ACCEPT & REBUDGET CHECK IN THE AMOUNT OF $808 FOR EMERGENCY MANAGEMENT:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept check in the amount of $808 for Emergency Management and rebudget into #0701.

13. CONSIDER THE FOLLOWING FOR PCT. 2 COMMISSIONER: (1) REQUEST TO PURCHASE TWO 1/2-TON PICKUPS FROM BID #90-025 AND ONE UTILITY VEHICLE FROM BID #90-041; (2) REQUEST AUTHORIZATION TO RECLASSIFY PCT. 2 PERSONNEL:

Request to purchase two 1/2-ton pickups from bid #90-025 and one utility vehicle from bid #90-041:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Court finds that the best bid be awarded to JOE GRILLO OLDS-DODGE (#90-041) for one utility vehicle for Precinct #2 in the amount of $13,233.00. (Recorded in minutes in full)

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, the Court finds that the best bid be awarded to JOE GRILLO OLDS-DODGE (#90-025) for two ½ ton pickup trucks for Precinct #2 in the amount of $11,168.50 each. (Recorded in minutes in full)

Request authorization to reclassify Pct. #2 personnel:

Postpone

14. CONSIDER APPLICATION FROM PRIME CABLE TO LAY CABLE UNDER/ALONG NORWOOD HILLS DR., CINCO BLVD., MOORTOWN CIR. & CANYON LINKS DR., PCT.#3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Cable to lay cable under/along Norwood Hills Dr., Cinco Blvd., Moortown Circle and Canyon Links Dr., Pct. 3. (Recorded in minutes in full)

15. CONSIDER ACCEPTANCE OF THE RIGHT-OF-WAY DEEDS TO STEHLE RD., AND ACCEPTANCE INTO THE COUNTY ROAD MAINTENANCE SYSTEM, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept right of way deeds to Stehle Rd. (Recorded in minutes in full)

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept Stehle Rd. (4171.24 ft.) into the county road maintenance system, Pct. 1. (Recorded in minutes in full)

41 1761

11/2

SUMMARY MONTHLY REPORT OF STATE AND COUNTY TAXES

COUNTY CODE 079

COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR—COLLECTOR OF FORT BEND COUNTY

DURING THE MONTH OF JANUARY, 1990

THE STATE OF TEXAS, COUNTY OF FORT BEND

I, MARSHA P. GAINES, TAX ASSESSOR—COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL TAXES COLLECTED BY ME DURING THE MONTH OF JANUARY, 1990, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

COLLECTIONS ON		STATE	COUNTY	DRAINAGE	LR &FC	JR COLL	FEES	JDGMT	FFD #1	OFD #2	UNL RDS	RDS	TOTAL STATE & COUNTY TAXES
Current Full Payment			23,510,307.82	3,931,718.43	2,315,945.33	94,881.00			32,057.36	12,472.86			
	Discounts												29,897,382.80
Supplemental Roll			38,238.12	6,539.15	4,123.65	906.37			1,154.80	74.05			
	Discounts												51,036.14
Redemptions		143.77	66,675.19	10,864.42	9,845.16	1,772.26	13,432.48	25.29	537.88		492.25	0.34	103,789.04
Backouts			−9,885.26	−1,450.99	−1,185.60	−134.01							
	Discounts		76.14	11.25	9.06								−12,559.41
Backouts Posted Back in			8,469.33	1,264.25	1,020.12	86.69	50.02						
	Discounts		−54.44	−8.09	−6.26								10,821.62
TOTALS		143.77	23,613,826.90	3,948,938.42	2,329,751.46	97,512.31	13,482.50	25.29	33,750.04	12,546.91	492.25	0.34	30,050,470.19

Marsha P. Gaines TAX ASSESSOR—COLLECTOR, FORT BEND COUNTY, TEXAS

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 17th DAY OF April, A.D. 1990 Dianne Wilson COUNTY CLERK, FORT BEND COUNTY, TEXAS.

I, ROBERT GRAYLESS, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED MONTHLY REPORT OF TAXES COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR—COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

_____ COUNTY AUDITOR, FORT BEND COUNTY, TEXAS

41 1762

SUMMARY MONTHLY REPORT OF STATE AND COUNTY TAXES

COUNTY CODE 079

COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR—COLLECTOR OF FORT BEND COUNTY

DURING THE MONTH OF FEBRUARY, 1990

THE STATE OF TEXAS, COUNTY OF FORT BEND

I, MARSHA P. GAINES, TAX ASSESSOR—COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL TAXES COLLECTED BY ME DURING THE MONTH OF FEBRUARY, 1990, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

COLLECTIONS ON		STATE	COUNTY	DRAINAGE	LR & FC	JR COLL	FEES	JDGMT	FFD #1	OFD #2	UNL RDS	RDS	TOTAL STATE & COUNTY TAXES
Current Full Payment			449,123.58	75,216.74	44,148.32	7,282.39			1,460.03	265.88			
	Discounts												577,496.94
Supplemental Roll			23,807.29	3,956.32	3,341.24	32.92				81.64			
	Discounts												31,219.41
Redemptions		235.39	44,606.50	7,483.48	6,290.57	1,618.87	8,765.10		208.49		704.16	0.86	69,913.42
Backouts			−8,953.44	−1,227.78	−1,121.28				−20.59				
	Discounts		37.51	5.42	4.52								−11,275.64
Backouts Posted Back In			6,131.77	838.39	757.26		66.29		20.59				
	Discounts		−27.93	−4.08	−3.28								7,779.01
TOTALS		235.39	514,725.28	86,268.49	53,417.35	8,934.18	8,831.39		1,668.52	347.52	704.16	0.86	675,133.14

Marsha P. Gaines TAX ASSESSOR—COLLECTOR, FORT BEND COUNTY, TEXAS.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 19th DAY OF April, A.D. 1990 Diane Wilson COUNTY CLERK, FORT BEND COUNTY, TEXAS.

I, ROBERT GRAYLESS, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED MONTHLY REPORT OF TAXES COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR—COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

_____ COUNTY AUDITOR, FORT BEND COUNTY, TEXAS

SUMMARY MONTHLY REPORT OF STATE AND COUNTY TAXES

COUNTY CODE 079

COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR—COLLECTOR OF FORT BEND COUNTY

DURING THE MONTH OF MARCH, 1990

THE STATE OF TEXAS, COUNTY OF FORT BEND

I, MARSHA P. GAINES, TAX ASSESSOR—COLLECTOR OF FORT BEND COUNTY, DO SOLEMNLY SWEAR THAT THE WITHIN ATTACHED SHEETS ARE A TRUE AND CORRECT REPORT OF ALL TAXES COLLECTED BY ME DURING THE MONTH OF MARCH, 1990, SHOWING THE TOTAL COLLECTIONS AS FOLLOWS, VIZ:

COLLECTIONS ON		STATE	COUNTY	DRAINAGE	LR & FC	JR COLL	FEES	JDGMT	FFD #1	OFD #2	UNL RDS	RDS	RED.FEE	TOTAL STATE & COUNTY TAXES
Current Full Payment			223,383.05	37,411.26	21,673.71	4,571.39			1,207.03	188.98				
	Discounts													288,435.42
Supplemental Roll			17,394.34	2,730.06	2,729.69	3.02			102.82					
	Discounts													22,959.93
Redemptions		1,196.80	86,581.02	15,023.30	11,553.87	1,499.03	18,036.94	610.00	1,046.59		3,543.70	166.57	1,084.71	140,342.53
Backouts														
	Discounts													
Backouts Posted Back In			50.93	7.29	8.01		9.93							
	Discounts													76.16
TOTALS		1,196.80	327,409.34	55,171.91	35,965.28	6,073.44	18,046.87	610.00	2,356.44	188.98	3,543.70	166.57	1,084.71	451,814.04

Marsha P. Gaines TAX ASSESSOR—COLLECTOR, FORT BEND COUNTY, TEXAS

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 19th DAY OF April, A.D. 1990 Dianne Wilson COUNTY CLERK, FORT BEND COUNTY, TEXAS.

I, ROBERT GRAYLESS, COUNTY AUDITOR OF FORT BEND COUNTY, DO HEREBY CERTIFY THAT I HAVE CAREFULLY EXAMINED THE ABOVE MENTIONED MONTHLY REPORT OF TAXES COLLECTED BY MARSHA P. GAINES, TAX ASSESSOR—COLLECTOR OF SAID COUNTY, AND HAVE COMPARED SAID REPORT WITH STUBS FILED IN THIS OFFICE AND FIND THE SAME CORRECT.

_____ COUNTY AUDITOR, FORT BEND COUNTY, TEXAS

41 1763

PURCHASE OF FOUR (4) OR MORE NEW FULL SIZE 1/2 TON PICKUP TRUCKS
(90 DAY DELIVERY). BID #90-025.

COMPANY	UNIT BASE PRICE	OPTIONAL EQUIPMENT (ADD TO BASE PRICE): GAUGE PACKAGE	AIR CONDITION	TOTAL BID PRICE WITH OPTIONAL EQUIP.
** TexStar Chevrolet P.O. Box 35698 Houston, TX 77235	*$10,359.00 ** REQUEST BID BE WITHDRAWN. *deduct $63.00 if AM radio is not wanted.	no charge	$639.60	$10,998.60
Joe Grillo Olds-Dodge P.O. Box 911 Rosenberg, TX 77471	$10,503.50	no charge	$665.00	$11,168.50
Lawrence Marshal Chev-Olds P.O. Box 983 Hempstead, TX 77445	$10,937.29	no charge	$639.60	$11,576.89
Mort Hall Ford 10730 Eastex Frwy Houston, TX 77093	$10,956.00	no charge	$665.00	$11,621.00
Dub Miller Ford P.O. Box 912 Rosenberg, TX 77471	$10,995.00	no charge	$685.00	$11,679.00
Barrett Motor Co. P.O. Box 4998 Tyler, TX 75712	$11,313.00	no charge	$639.60	$11,952.60

RECAPITULAITON OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: January 21, 1990 and January 28, 1990.

INDIVIDUAL NOTICES MAILED: 45

BID PACKETS PICKED UP OR MAILED: 13

BIDS RECEIVED: 6

PURCHASE OF ONE (1) OR MORE NEW FULL SIZE UTILITY VEHCILE
(CHEVROLET BLAZER, FORD BRONCO, OR DODGE RAM CHARGER)
BID #90-041.

COMPANY	BASE UNIT WITH OPTIONAL AUTOMATIC TRANSMISSION & OVERDRIVE	BASE UNIT WITH 4-WHEEL DRIVE W/AUTOMATIC TRANSMISSION & OVERDRIVE
Joe Grillo Olds-Dodge P.O. Box 911 Rosenberg, Texas 77471	$13,233.00 VIN: LM028661	$14,865.80 VIN: LM012468
Lawrence Marshall Chev-Olds P.O. Box 983 Hempstead, Texas 77445		$19,100.00 VIN: 1GNEV18K1LF145494

NO OTHER BIDS RECEIVED.

BID RECAPITULATION

LEGAL NOTICE RUN IN NEWSPAPER: March 18, 1990 and March 25, 1990.

INDIVIDUAL NOTICES MAILED: 54

BID PACKETS PICKED UP OR MAILED: 11

BIDS RECEIVED: 2

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 23rd day of April, 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 3/27/90, Bond No. 73, Permit No. 81151 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner Denham, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida 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. # 81151

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

4-9-90
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

_____ 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)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
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)

Kelliwood Terrace I (Willow Fork)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Norwood Hills Drive	5' South of Cinco Blvd.	40'	X			
Cinco Blvd.	5' East of Mason Road	80'	XX			
Cinco Blvd.	105' N.E. of Manito Cir.	40'	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Cinco Blvd	5' East of Mason Rd.	105' East of Norwood Hills Dr.	275'

General Description

Cable crossings shall be a minimum of 24" below bottom of road slab and encased in 2" sch 40 PVC. Parallel construction shall be a minimum of 2' behind back of curb line and a minimum of 24" deep. All construction will be done according to all county specifications.

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)

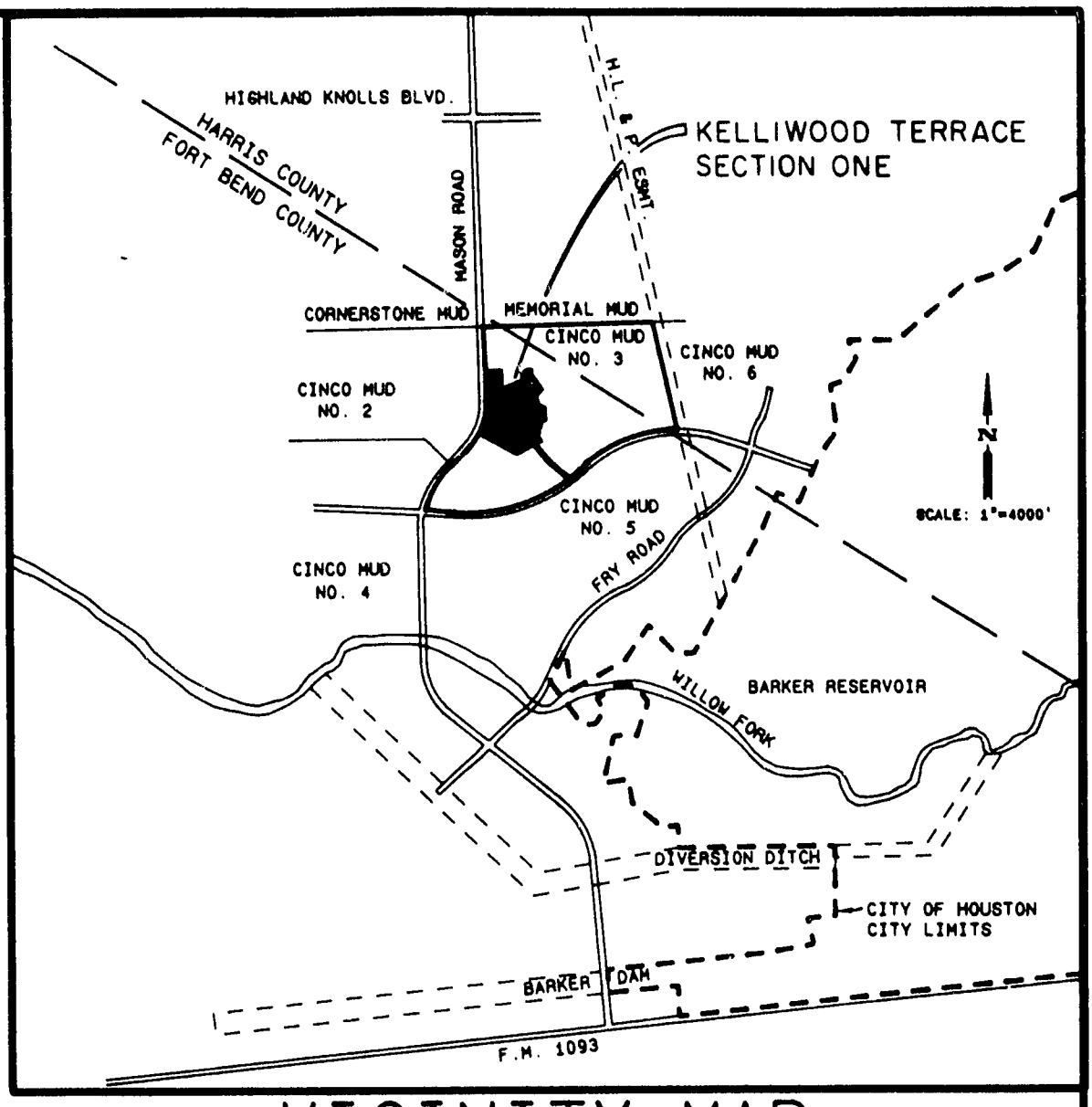
DATE: March 27, 1990
ADDRESS: 13700 Vetrans Memorial, Suite 140
(Street/P.O. Box)

Houston Texas 77014
City State Zip
TELEPHONE NO: (713) 537-2765

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Moortown Cir.	124' East of Hollinwell Dr.	40'	XX			
Canyon Links Dr.	124' Southeast of Hollinwell Dr.	40'	XX			

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

AS PER ORIGINAL



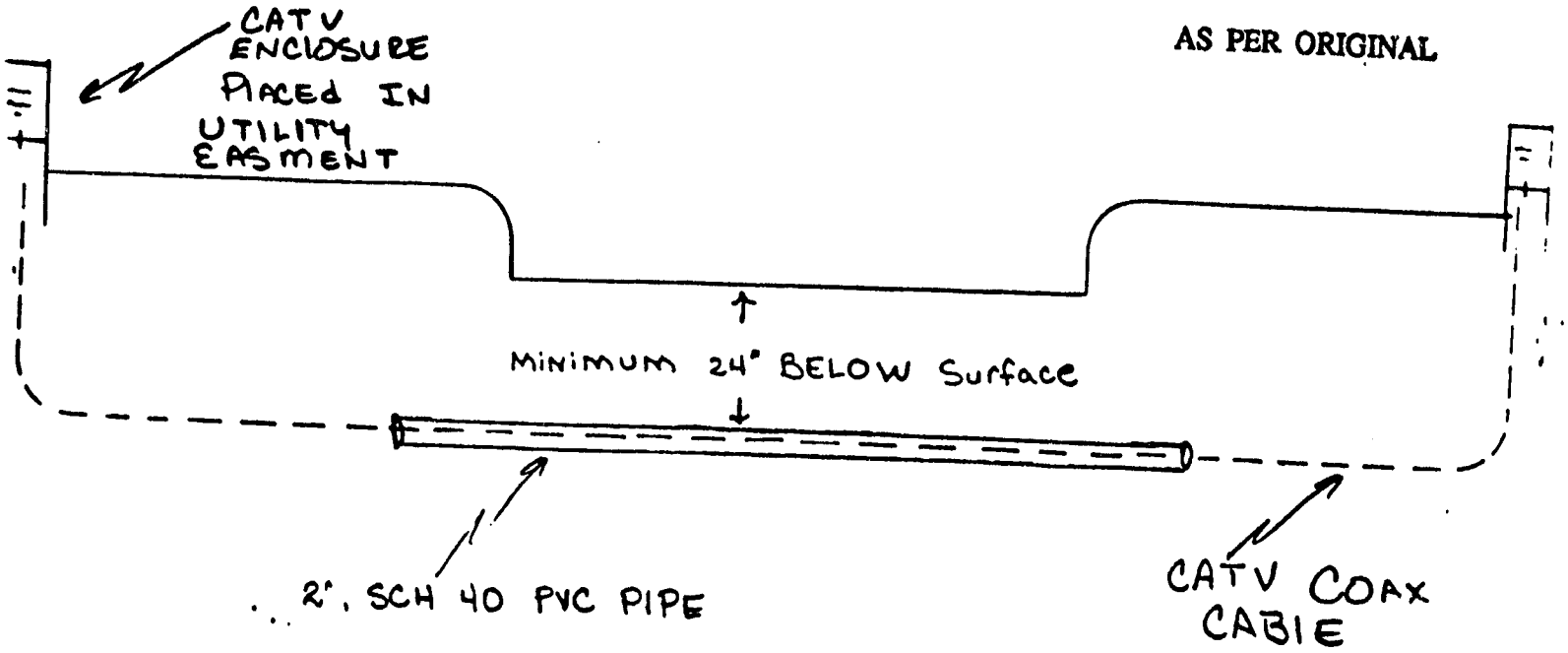
VICINITY MAP

KEY MAP NOs. 485 V & Z and 486 S & W
LAMBERT NOs. 4456 & 4556

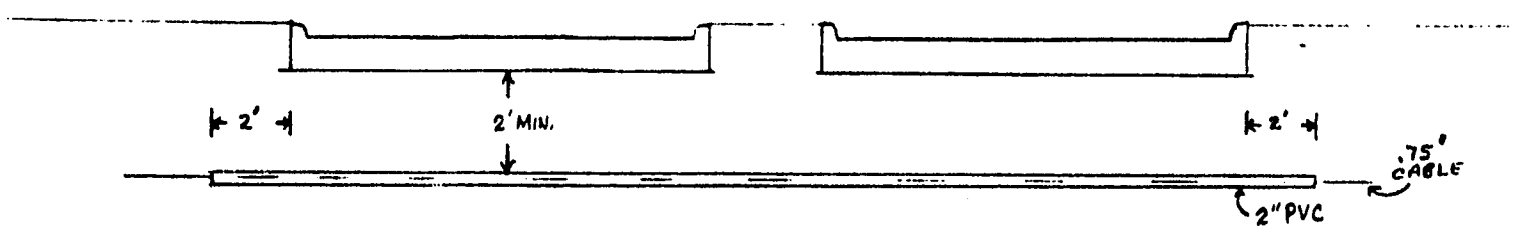
CURVE DATA:

Curve Number	Delta	Radius	Arc Length	Tangent Length	Chord Bearing	Chord Length
C 1	2°52'03"	770.00'	38.54'	19.27'	S 48°08'50"W	38.53'
C 2	7°43'42"	430.00'	58.00'	29.04'	S 30°36'55"E	57.96'
C 3	27°27'02"	770.00'	368.91'	188.07'	S 40°28'35"E	365.39'
C 4	17°15'14"	671.47'	202.20'	101.87'	S 45°34'29"E	201.44'
C 5	90°00'00"	25.00'	39.27'	25.00'	N 08°03'08"E	35.36'
C 6	90°00'00"	25.00'	39.27'	25.00'	S 81°56'52"E	35.36'
C 7	100°00'01"	26.59'	46.42'	31.69'	N 86°56'52"W	40.74'
C 8	89°32'47"	25.00'	39.07'	24.80'	N 01°43'16"W	35.22'
C 9	07°42'26"	700.00'	94.16'	47.15'	N 50°20'53"W	94.09'
C 10	02°49'37"	830.00'	40.95'	20.48'	N 52°47'17"W	40.95'
C 11	86°18'42"	25.00'	37.66'	23.44'	S 85°28'10"W	34.20'
[illegible]	[illegible]	[illegible]	37.66'	23.44'	N 00°50'32"W	34.20'

AS PER ORIGINAL



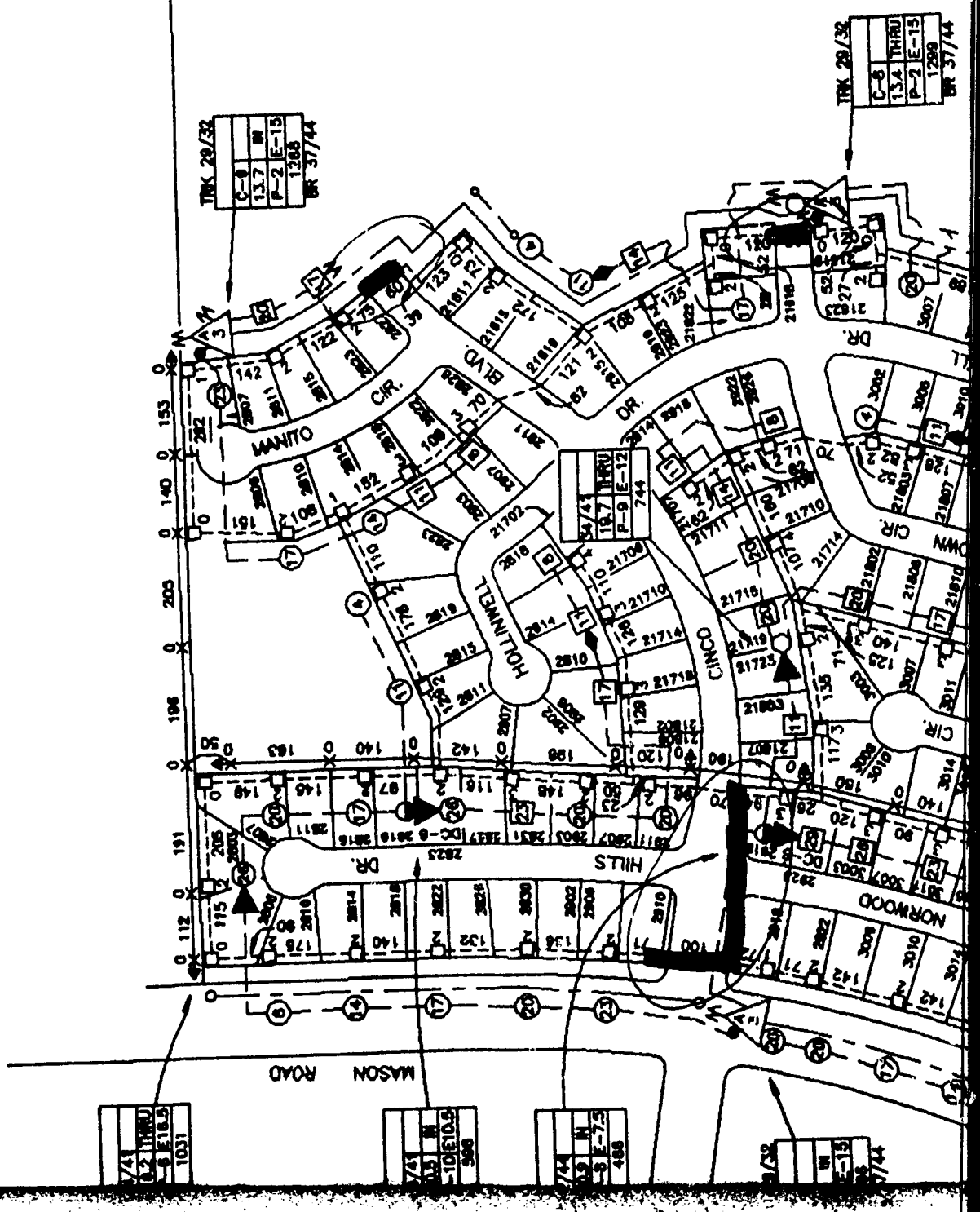
AS PER ORIGINAL



ROAD BORE

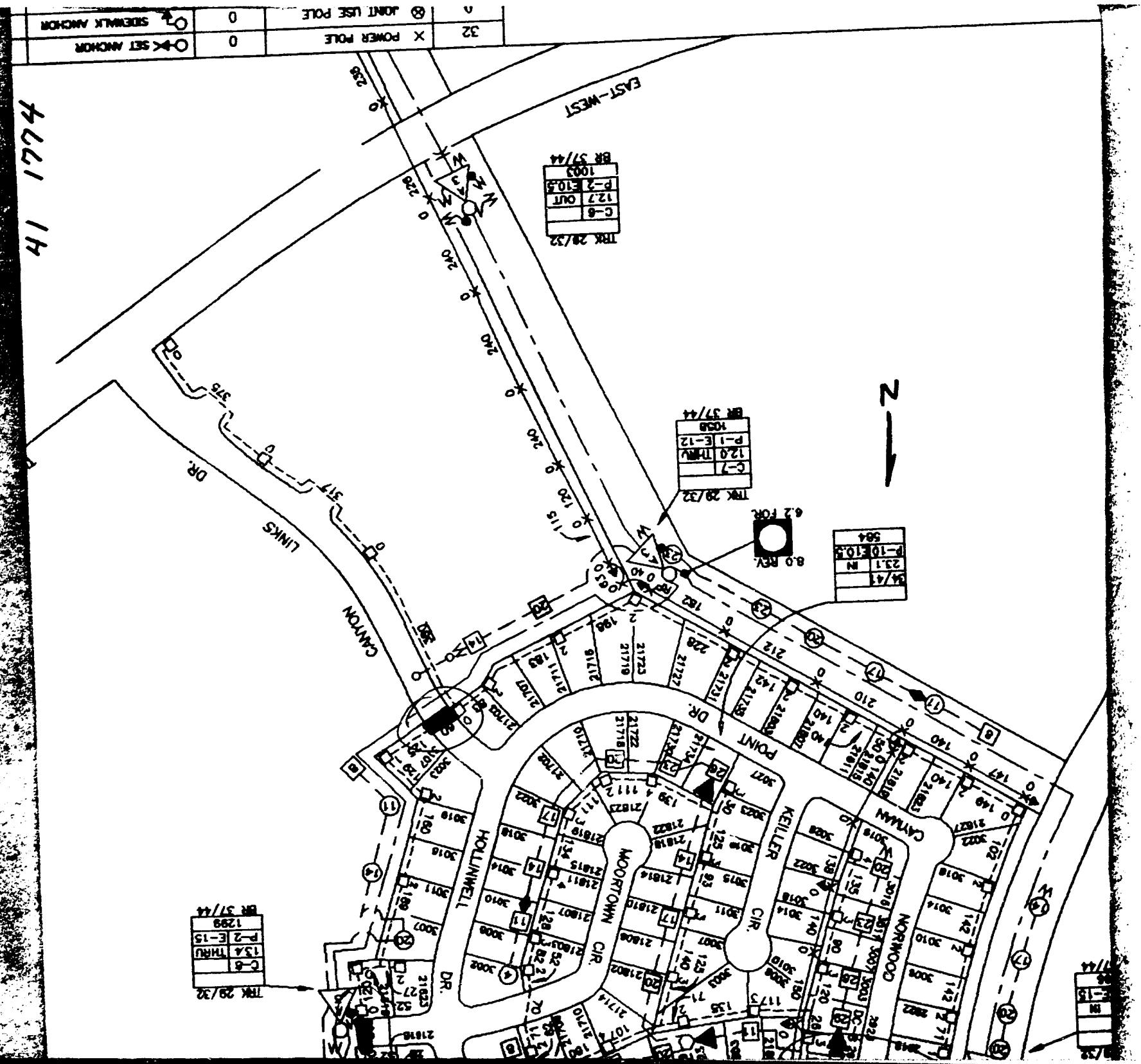
ORIGINAL

41 1773



AS PER ORIGINAL

H1 1774



COUNTY OF FORT BEND

Engineering Department

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

A. J. Noto
Right-of-Way Agent

3403 Avenue F
Phone: 342-3039

April 17, 1990

Honorable Judge Jodie Stavinoha
& Commissioners' Court of Fort Bend County
Jane Long Annex
Richmond, TX 77469

Re: Agenda Item for April 23, 1990

Dear Judge Stavinoha:

Enclosed are two "original Right-of-Way Deeds" into Fort Bend County.

Each "Deed" represents a portion of Stehle Road and the combined portions make up the entire road.

The Court will be asked to "consider acceptance of the Right-of-Way Deeds to Stehle Road".

Sincerely,

A. J. Noto

A. J. Noto
Right-of-Way Agent

AJN/mk

enclosure

cc: Commissioner R. L. "Bud" O'Shieles, F.B.C. Precinct 1
Commissioner Ben Denham, F.B.C. Precinct 2
Commissioner Alton B. Pressley, F.B.C. Precinct 3
Commissioner Bob Lutts, F.B.C. Precinct 4
Mr. Larry Wagenbach, Asst. Dist. Attorney - Civil
Mr. Ron Drachenberg, County Engineer
file

41 1776

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

April 18, 1990

Commissioner R. L. "Bud" O'Shieles
Fort Bend County Precinct 1
P. O. Box 148
Richmond, Tx 77469

Re: Stehle Road - Distance

Dear Commissioner O'Shieles:

In reference to the distance of Stehle Road located within Helga Estates, please note the following;

4171.24 feet, relative to, .790 miles

For your convenience, please refer to the enclosed plat map.

Should you have any questions or comments, please call.

Sincerely,

Gene Freund
Asst. Engineer, Fort Bend County

GF/clc: enc.

RICHMOND, TEXAS

9019818

AS PER ORIGINAL

2205 1923

41 1777

AS PER ORIGINAL

JOHN W. MAPLES

TO

COUNTY OF FORT BEND

RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS: That I, JOHN W. MAPLES, a single man of the County of Fort Bend and State of Texas, for and in consideration of $2,500.00 cash to me paid by HELGA ESTATES PROPERTY OWNERS ASSOC. and 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 the 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 on Exhibit "A" attached hereto and made a part hereof for all purposes.

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 shall automatically revert to HELGA ESTATE PROPERTY OWNERS ASSOC. 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 hereby conveys to HELGA ESTATES PROPERTY OWNERS ASSOC., all oil, gas, sulphur and other minerals in and under the said Right-of-Way.

WITNESS my hand this 6 day of April, A. D. 1990.

JOHN W. MAPLES

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

This instrument was acknowledged before me on the 6th day of April, 1990, by JOHN W. MAPLES.

MELIA L. SUTTLE
Notary Public, State of Texas
My Commission Expires 5/19/93

Melia L. Suttle
Notary Public, State of Texas
My Commission Expires: 5-19-93
Melia L. Suttle
(Printed Name of Notary Public)

CRS009/051

Return to: Elida
Orig. given to A. J. Noto
CCM 4/2/90

A 30-FOOT WIDE STRIP OF LAND OVER, THROUGH, AND ACROSS THE J. W. MAPLES 2.99 ACRE TRACT OF LAND (VOLUME 838, PAGE 873, DEED RECORDS, FORT BEND COUNTY, TEXAS) SAID 2.99 ACRE TRACT BEING A PART OF A 91.1890 ACRE TRACT OF LAND BEING THAT SAME 91.117 ACRE TRACT OF LAND, BEING THAT SAME 91.117 ACRE TRACT DESCRIBED IN DEED, COTTONWOOD SCHOOL ROAD LIMITED TO DONALD T. SHEFMAN, RECORDED IN VOLUME 618, PAGE 398, DEED RECORDS, FORT BEND COUNTY, TEXAS, AND BEING IN THE W. M. MARWOOD SURVEY, ABSTRACT 651. AND THE I. V. HANEY SURVEY, ABSTRACT 575, FORT BEND COUNTY, TEXAS, described as follows:

COMMENCING at a 1 1/4 inch Iron Pipe found at the North corner of said 91.1890 Acre Tract;

THENCE South 43 degrees 43 minutes 35 seconds West along the Southeast line of Cottonwood School Road, 414.47 feet to a point for the North corner and Place of Beginning of the herein described 30-foot wide strip of land, same being the North corner of the aforementioned 2.99 Acre Tract, and being located in the centerline of a 60-foot wide road;

THENCE continuing South 43 degrees 43 minutes 35 seconds West, 30.00 feet to a point on the Southeast line of Cottonwood School Road intersecting with the Southwest line of the aforementioned 60-foot wide road;

THENCE South 46 degrees 16 minutes 25 seconds East along the Southwest side of said 60-foot wide road, 520.98 feet to a point on said line intersecting with the Southeast line of said 2.99 Acre Tract for a corner;

THENCE North 43 degrees 43 minutes 35 seconds East, 30.00 feet to a point in the centerline of said 60-foot wide road, for the East corner of the herein described 30-foot wide strip of land, same being the East corner of the aforementioned 2.99 Acre Tract;

THENCE North 46 degrees 16 minutes 25 seconds West along the centerline of said 60-foot wide road, same being the Northeast line of said 2.99 Acre Tract, 520.98 feet to the Place of BEGINNING and containing an area of 0.3588 acre of land (15,629.40 square feet).

FILED

'90 APR 25 P2:22

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.

APR 27 1990

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

EXHIBIT "A"

9019817

15

2205 1919

41 1779

RIGHT - OF - WAY DEED

THE STATE OF TEXAS)(
COUNTY OF FORT BEND)(

KNOW ALL MEN BY THE PRESENTS:

That I, Helga Brown, Individually and as President of Helga Estates, Inc. of the COUNTY OF FORT BEND 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 on Exhibit "A" attached hereto and made a part thereof for all purposes.

Helga Brown Sept. 26th, 1989

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 Deed 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 Deed.

WITNESS (3) hand ___ this 26 day of September A.D. 1989.

Christine H. Edwin 9801 Westheimer #100 77042
[illegible] 9801 Westheimer #100 77042
[illegible] 9801 Westheimer #100 77042

Return to [illegible]
Orig. given to Au. Judge
CCM 4/23/90

2205 1920

41 1780

****
****

THE STATE OF TEXAS)(

COUNTY OF FORT BEND)(

BEFORE ME, the undersigned authority, on this day personally appeared Nelda Brown, _____, _____, _____, known to me to the the person she 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 26 day of September, A. D. 1989.

Sharon E. Blum
Notary Public, State of Texas

SHARON E. BLUM
Notary Public, State of Texas
My Commission Expires July 13, 1991

EXHIBIT "A"

2205 1921

41 1781

AS PER ORIGINAL

CHARLIE KALKOMEY SURVEYING, INC.

ROSENBERG, TEXAS 77471 INUE
(713) 342-2033 77471
(713) 342-2033

CHARLIE KALKOMEY
REGISTERED PUBLIC SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PUBLIC SURVEYOR

FIELD NOTES FOR THE CENTERLINE OF A 60 FOOT WIDE ROAD BEING OVER AND ACROSS A 91.1890 ACRE TRACT OF LAND BEING 2.22 ACRES IN THE H. T. MC CABE SURVEY, ABSTRACT 718, 8.666 ACRES IN THE W. H. MC DONALD SURVEY, ABSTRACT 381, 38.519 ACRES IN THE W. M. MARWOOD SURVEY, ABSTRACT 652, 37.002 ACRES IN THE W. M. MARWOOD SURVEY, ABSTRACT 651, AND 4.782 ACRES IN THE J. V. HANEY SURVEY, ABSTRACT 575, ALL BEING A PART OF THE H. & T. C. R.R. COMPANY SURVEY SECTION 10, CERTIFICATE 85, FORT BEND COUNTY, TEXAS, AND BEING THAT SAME 91.117 ACRE TRACT DESCRIBED IN DEED, COTTONWOOD SCHOOL ROAD LTD. TO RONALD T. SHEFMAN, RECORDED IN VOLUME 618, PAGE 398, FORT BEND COUNTY DEED RECORDS.

COMMENCING at a 1 1/4 inch Iron Pipe found in the Southeast line of Cottonwood Road at the North corner of said 91.1890 Acre Tract;

THENCE South 43 degrees 43 minutes 35 seconds West along the Southeast line of Cottonwood Road, 414.47 feet to a point for the Place of Beginning of the herein described centerline;

THENCE South 46 degrees 16 minutes 25 seconds East along the herein described centerline, 520.98 feet to the point of curvature of a curve to the right;

THENCE around said curve to the right having a central angle of 06 degrees 50 minutes 36 seconds and a radius of 1402.68 feet, 167.53 feet to the point of reverse curvature of a curve to the left;

THENCE around said curve to the left having a central angle of 06 degrees 09 minutes 03 seconds and a radius of 1385.003 feet, 148.69 feet to the point of tangency of said curve;

THENCE South 45 degrees 34 minutes 52 seconds East, 3314.04 feet to a point being the center of a cul-de-sac having a radius of 50 foot for the Place of TERMINATION of the herein described centerline, save and except the following described parcel;

COMMENCING at a 1 1/4 inch Iron Pipe found in the Southeast line of Cottonwood Road at the North corner of said 91.1890 Acre Tract;

THENCE South 43 degrees 43 minutes 35 seconds West along the Southeast line of Cottonwood Road, 414.47 feet to a point in the centerline of said road for the North corner of the herein described parcel;

THENCE South 46 degrees 16 minutes 25 seconds East along the centerline of said 60 foot wide road, 520.98 feet to a point for the East corner of the herein described parcel;

THENCE South 43 degrees 43 minutes 35 seconds West, 30.00 feet to a point in the Southwest line of said 60 foot wide road for the South corner of the herein described parcel;

THENCE North 46 degrees 16 minutes 25 seconds West along the Southwest line of said 60 foot wide road, 524.98 feet to a point in the Southeast line of Cottonwood Road for the West corner of the herein described parcel;

2205 1922

AS PER ORIGINAL 41 1782

FIELD NOTES - Save and Except Parcel (Cont'd) Page 2

THENCE North 43 degrees 43 minutes 35 seconds East along the Southeast line of Cottonwood Road, 30.00 feet to the Place of BEGINNING of the herein described save and except parcel.

NOTE: These field notes were prepared from available records and do not represent an on the ground survey made at this time.

STATE OF TEXAS
CHARLES A. KALKOMEY
2506
REGISTERED
PUBLIC SURVEYOR

Charles A. Kalkomey, RPS
Texas Registration No. 2506
October 14, 1987

Job No. 70-04-FB

FILED

'90 APR 25 P2:22

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.

APR 27 1990

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

16. CONSIDER OBTAINING DRAINAGE EASEMENTS FOR CEDAR RD. AND EASEMENTS FOR THE WIDENING OF WEST BELLFORT, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize County Engineer to negotiate with land owners to obtain right of way easement for Cedar Rd. and West Bellfort.

17. CONSIDER AUTHORIZING THE D.A. TO SECURE A REAL ESTATE APPRAISER FOR THE PURPOSES OF ACQUIRING LOOP RD. BY GIFT, PURCHASE AND/OR CONDEMNATION:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize District Attorney to secure a real estate appraiser for the purposes of acquiring Loop Rd. by gift, purchase and/or condemnation.

18. CONSIDER ACCEPTING DONATION OF RIGHT-OF-WAY FOR THE BOIS D'ARC BRIDGE PROJECT (PCT.4) FROM HIGHLAND MGT. INC. C. DANIEL JONES, PRES:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept donation of right-of-way for the Bois D'Arc bridge project from Highland Mgt. Inc. C. Daniel Jones, President.

19. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH CITY OF ROSENBERG FOR THE PURCHASE OF FUELS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept Interlocal Agreement with City of Rosenberg for the purchase of fuels from July 1, 1990 to December 31, 1990 as presented by Lillian Graham, City Attorney. (Recorded in minutes in full)

20. CONSIDER LIFTING A STAY ON CHELSEA AT MISSION BEND, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve "Order to Release Stay of Development and Sales" on Chelsea at Mission Bend, Pct. 3. (Recorded in minutes in full)

21. AUTHORIZE ADVERTISING FOR BIDS FOR PURCHASE OF 12-14 YD. DUMP TRUCKS:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to advertise for bids for purchase of 12-14 yd. dump trucks.

22. CONSIDER TAKING ACTION ON THE FOLLOWING BIDS: (1) CONTRACT FOR COUNTY REDISTRICTING (#90-039); (2) CONSTRUCTION OF PITTS RD., PCT. 4 (#90-043); (3) RENOVATIONS OF DISTRICT CLERK'S OFFICES (#90-044):

Contract for county redistricting (#90-039):

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept and award bid for county redistricting to ALLISON & ASSOCIATES to include State Board of Education district lines (c.2b). (Recorded in minutes in full)

Construction of Pitts Rd., Pct. 4 (#90-043):

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept and award bid in the amount of $81,000 to DURWOOD GREENE CONSTRUCTION for construction of Pitts Rd. Funds to come from Precinct #4. (Recorded in minutes in full)

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

April 19, 1990

Honorable Judge Jodie Stavinoha
& Commissioners' Court of Fort Bend County
Jane Long Annex
Richmond, TX 77469

Re: Agenda Item for April 23, 1990

Dear Judge Stavinoha:

The "Court" will be asked to consider accepting a "donation right-of-way Deed" for the Bois D'Arc Bridge Project from Highland Management, Inc., C. Daniel Jones, President.

With the acceptance of this "Deed", the total right-of-way for the project will have been acquired.

Please find enclosed the "original document".

Sincerely,

A. J. Noto

A. J. Noto
Right-of-Way Agent

AJN/mk

enclosure

cc: Commissioner R. L. "Bud" O'Shieles, F.B.C. Precinct 1
Commissioner Ben Denham, F.B.C. Precinct 2
Commissioner Alton B. Pressley, F.B.C. Precinct 3
Commissioner Bob Lutts, F.B.C. Precinct 4
Mr. Larry Wagenbach, Asst. Dist. Attorney - Civil
Mr. Ron Drachenberg, F.B.C. Engineer
Mr. Karl Baker, F.B.C. Asst. County Engineer
file

RP:32R

9019816

#18

2205 1910

41 1785

RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS:

That, HIGHLAND MANAGEMENT, INC., a Delaware corporation, by and through its President, C. DANIEL JONES, of Harris County, Texas, hereinafter referred to as "Grantor", for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) to Grantor 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, has this day donated and by these presents does GRANT, GIVE and CONVEY unto the County of Fort Bend, subject to the revisionary rights hereinafter provided and further subject to the exceptions to conveyance and warranty hereinafter provided, all that certain tract or parcel of land in Fort Bend County, Texas, more particularly described as follows, to-wit:

Tract No. 1
Being 0.209 of one acre parcel of land, more or less, out of an 8± acre residue of that certain 200.013 acre tract in the David Randon & I. Pennington League, Abstract No. 75 and in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas; said 200.013 acre tract being conveyed by Special Warranty Deed from the Estate of Ella F. Fondren, Deceased, to Highland Management, Inc. dated September 28, 1982, and recorded in Volume 1089, Page 165 of the Official Records of Fort Bend County, Texas; said 0.209 acre parcel lies totally within the said David Randon & I. Pennington League and is more particularly described by metes and bounds in Exhibit "A" attached hereto.

Tract No. 2
Being 0.069 of one acre parcel of land, more or less, out of a 1± acre residue of the W.P. Winner Estate in the David Randon & I. Pennington League, Abstract No. 75 and in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas; said 0.069 acre parcel lies totally within

Return: Elvia
A.J. Noto
CCM 4/23/90

the said David Randon and I. Pennington League and is more particularly described by metes and bounds in Exhibit "B" attached hereto.

Tract No. 3
Being 0.129 of one acre parcel of land, more or less, out of a 132.8 acre tract of land in the David Randon and I. Pennington League, Abstract No. 75 and in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas; said 132.8 acre tract being conveyed by Vendor's Lien Deed from Herbert Blase and wife, Earline Blase to Ralph S. O'Connor dated August 11, 1965, and recorded in Volume 467, Page 648 of the Deed Records of Fort Bend County, Texas; said 0.129 acre parcel lies totally within the said David Randon & I. Pennington League and is more particularly described by metes and bounds in Exhibit "C" attached hereto.

Grantor further reserves all of the oil, gas and sulphur, to which Grantor is vested with title, in and under the land herein conveyed, but waives 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.

This conveyance is expressly made to the County of Fort Bend and to its assigns without express or implied warranty; and all warranties that might arise by common law and the warranties provided in Section 5.023 of the Texas Property Code, as may from time to time be amended, are excluded.

It is expressly agreed that title to the property herein conveyed shall automatically, and without further action by the County of Fort Bend, revert to Grantor immediately upon abandonment of said property as a public road; however, the County of Fort Bend and its assigns shall, at such time of abandonment, execute and deliver to Grantor a deed of conveyance and such other documents as may be reasonably requested by Grantor, its successors and assigns, in order to evidence such reversion of title.

RP:32R

2205 1912

IN WITNESS WHEREOF, this instrument is executed on this the 19th day of April, 1989.

41 1787

ATTEST:

HIGHLAND MANAGEMENT, INC.

Gloria F. Cataleni, Secretary

By: C. Daniel Jones, President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS INSTRUMENT was acknowledged before me on this 19th day of April, 1989, by C. DANIEL JONES, President of Highland Management, Inc., a Delaware corporation.

NOTARY PUBLIC STATE OF TEXAS
SALLY L. FOX
Notary Public, State of Texas
My Commission Expires 12-07-90

Notary Public in and for the State of Texas

EXHIBIT A Page 1 of 2 Pages

County: Fort Bend
Highway: Bois D'Arc Lane (Montgomery Road)
Project Limits: At Cottonwood Bayou
CSJ: 0912-34-032

Field Notes for Parcel 1

Being 0.209 of one acre parcel of land, more or less, out of an 8 +/- acre residue of that certain 200.013 acre tract in the David Randon & I. Pennington League, Abstract No. 75 and in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas; said 200.013 acre tract being conveyed by Special Warranty Deed from the Estate of Ella F. Fondren, Deceased to Highland Management, Inc. dated September 28, 1982 and recorded in Volume 1089, Page 165 of the Official Records of Fort Bend County, Texas; said 0.209 acre parcel lies totally within the said David Randon & I. Pennington League and is more particularly described by metes and bounds as follows:

COMMENCING at a corner post found at the most Easterly Southeast corner of said 200.013 acre tract; thence as follows:

North 00° 07' 10" East along the described East line of said 200.013 acre tract a distance of 1,244.89 feet to a point for angle;

North 02° 44' 00" West continuing along the described East line of said 200.013 acre tract, same being the West line of a North-South public road (width varies) commonly referred to as Bois D'Arc Lane (Montgomery Road) a distance of 116.44 feet to a five-eighths inch iron rod with T.H.D. aluminum cap set for the POINT OF BEGINNING of the herein described 0.209 acre parcel;

1.) THENCE SOUTH 88° 44' 08" West a distance of 48.24 feet to a five-eighths inch iron rod with T.H.D. aluminum cap set for corner;

2.) THENCE NORTH 01° 15' 52" West a distance of 230.15 feet to a five-eighths inch iron rod with T.H.D. aluminum cap set for corner on the described Northerly line of said 200.013 acre tract;

3.) THENCE SOUTH 36° 19' 00" East along the described Northerly line of said 200.013 acre tract a distance of 76.52 feet to a one-half inch iron pipe found at the most Easterly

EXHIBIT A Page 2 of 2 Pages

Northeast corner of said 200.013 acre tract, same being the West line of said Bois D'Arc Lane;

4.) THENCE SOUTH 02° 44' 00" East along the described East line of said 200.013 acre tract and the West line of said Bois D'Arc Lane a distance of 167.56 feet to the POINT OF BEGINNING and containing 0.209 of one acre of land. (All bearings are referenced to the East lines of said 200.013 acre as described in the aforementioned Special Warranty Deed).

EXHIBIT B Page 1 of 2 Pages

County: Fort Bend
Highway: Bois D'Arc Lane (Montgomery Road)
Project Limits: At Cottonwood Bayou
CSJ: 0912-34-032

Field Notes for Parcel 3

Being 0.069 of one acre parcel of land, more or less, out of a 1 +/- acre residue of the W.P. Winner Estate in the David Randon & I. Pennington League, Abstract No. 75 and in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas; said 0.069 acre parcel lies totally within the said David Randon & I. Pennington League and is more particularly described by metes and bounds as follows:

COMMENCING at a corner post found at the most Easterly Southeast corner of a 200.013 acre tract of land; said 200.013 acre lies immediately South of the herein described parcel and was conveyed by Special Warranty Deed from the Estate of Ella F. Fondren, Deceased to Highland Management, Inc. dated September 28,1982 and recorded in Volume 1089, Page 165 of the Official Records of Fort Bend County, Texas; thence as follows:

North 00° 07' 10" East along the described East line of said 200.013 acre tract a distance of 1,244.89 feet to a point for angle;

North 02° 44' 00" West continuing along the described East line of said 200.013 acre tract, same being the West line of a North-South public road (width varies) commonly referred to as Bois D'Arc Lane (Montgomery Road) a distance of 284.00 feet to a one-half inch iron pipe found at the most Easterly Northeast corner of said 200.013 acre tract; said one-half inch iron pipe being also the POINT OF BEGINNING of the herein described 0.069 acre parcel;

1.) THENCE NORTH 36° 19' 00" West along the described Northerly line of said 200.013 acre tract a distance of 76.52 feet to a five-eighths inch iron rod with T.H.D. aluminum cap set for corner;

2.) THENCE NORTH 01° 15' 52" West a distance of 72.58 feet to a point for corner at the centerline of Cottonwood Bayou (also called Jones Creek);

3.) THENCE SOUTH 31° 25' 18" East along the centerline of said

EXHIBIT B Page 2 of 2 Pages

Cottonwood Bayou a distance of 33.42 feet to a point for corner;

4.) THENCE SOUTH 39° 43' 36" East continuing along the centerline of said Cottonwood Bayou a distance of 24.75 feet to a point for corner;

5.) THENCE SOUTH 43° 40' 41" East continuing along the centerline of said Cottonwood Bayou a distance of 14.55 feet to a point for corner at the intersection with the West line of said Bois D'Arc Lane, same being the projection of the East line of said 200.013 acre tract;

6.) THENCE SOUTH 02° 44' 00" East along the West line of said Bois D'Arc Lane, same being the projection of said 200.013 acre tract, a distance of 76.23 feet to the POINT OF BEGINNING and containing 0.069 of one acre of land. (All bearings are referenced to the East lines of said 200.013 acre tract as described in the aforementioned Special Warranty Deed.)

EXHIBIT C Page 1 of 2 Pages

County: Fort Bend
Highway: Bois D'Arc Lane (Montgomery Road)
Project Limits: At Cottonwood Bayou
CSJ: 0912-34-032

Field Notes for Parcel 5

Being 0.129 of one acre parcel of land, more or less, out of a 132.8 acre tract of land in the David Randon & I. Pennington League, Abstract No. 75 and in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas; said 132.8 acre tract being conveyed by Vendor's Lien Deed from Herbert Blase and wife, Earline Blase to Ralph S. O'Connor dated August 11, 1965 and recorded in Volume 467, Page 648 of the Deed Records of Fort Bend County, Texas; said 0.129 acre parcel lies totally within the said David Randon & I. Pennington League and is more particularly described by metes and bounds as follows:

BEGINNING at a five-eighths inch iron rod with T.H.D. aluminum cap set on the West line of a North-South public road (width varies) commonly referred to as Bois D'Arc Lane (Montgomery Road); said POINT OF BEGINNING bears South 01° 04' 04" East a distance of 381.57 feet from a three-fourths inch iron pipe found at a fence corner at the intersection of the North line of said 132.8 acre tract with the West line of said Bois D'Arc Lane;

1.) THENCE SOUTH 01° 04' 04" East along the West line of said Bois D'Arc Lane, at 72.77 feet pass a one inch iron pipe found at a fence corner at the high bank of Cottonwood Bayou (also know as Jones Creek) and continuing for a total distance of 173.28 feet to a point for corner at the centerline of said Cottonwood Bayou;

2.) THENCE NORTH 43° 40' 41" West along the centerline of said Cottonwood Bayou a distance of 7.77 feet to a point for corner;

3.) THENCE NORTH 39° 43' 36" West along the centerline of said Cottonwood Bayou a distance of 24.75 feet to a point for corner;

4.) THENCE NORTH 31° 25' 18" West along the centerline of said Cottonwood Bayou a distance of 33.42 feet to a point for corner;

May, 1989
Parcel 5
Page 2 of 2 Pages

EXHIBIT C Page 2 of 2 Pages 41 1793

5.) THENCE NORTH 01° 15' 52" West, at 111.62 feet pass a fence on the High Bank of said Cottonwood Bayou, and continuing for a total distance of 119.27 feet to a five-eighths inch iron rod with T.H.D. aluminum cap set for corner;

6.) THENCE NORTH 88° 44' 08" East a distance of 38.02 feet to the POINT OF BEGINNING and containing 0.129 of one acre of land. (All bearings are referenced to the East lines of a 200.013 acre tract as described in a Special Warranty Deed from the Estate of Ella F. Fondren, Deceased to Highland Management, Inc. dated September 28, 1982 and recorded in Volume 1089, Page 165 of the Official Records of Fort Bend County, Texas.)

FILED

'90 APR 25 P2:22

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.

APR 27 1990

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT FOR PURCHASE OF FUEL

THIS INTERLOCAL AGREEMENT is entered into between Fort Bend County ("COUNTY") and the City of Rosenberg ("CITY").

WHEREAS, COUNTY and CITY wish to cooperate with each other to purchase all of their fuel requirements in volume as authorized by V.T.C.A., Local Government Code Section 262.011(g); and

WHEREAS, the governing body of CITY has duly authorized this agreement; and

WHEREAS, the governing body of 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 CITY and COUNTY hereby agree as follows:

Grant of Right

1. CITY grants to COUNTY the right to solicit bids, in accordance with the provisions of this Agreement, from vendors of diesel fuel, regular unleaded gasoline, and premium unleaded gasoline ("FUEL") in order to procure a vendor who is ready, willing and able to deliver to CITY all of its FUEL requirements on the terms and conditions stated in this Agreement.

Period of Agreement

2. This Agreement will have no force or effect until duly executed by all parties hereto and will automatically terminate at 12:01 a.m. on DEC. 31, 1990, and must be renewed semi-annually thereafter.

Terms and Conditions of Purchase

3. In addition to the other terms and conditions contained in this Agreement, the FUEL will be purchased on the terms and conditions set forth in the bid specifications to be used by COUNTY, which will be in substantially the form attached hereto as Exhibit "1".

Quantity of Fuel

4. CITY estimates the projected FUEL requirements for a six (6) month period, as follows:

1. Regular Unleaded Gasoline	37,500 gallons
2. Premium Unleaded	2,650 gallons
3. Diesel Fuel	5,400 gallons

CITY does not guarantee that these amounts will be purchased.

Price

5. The **FUEL** will be purchased for the price stated in the lowest and best bid received and awarded by **COUNTY** to Vendor. **CITY** agrees to pay vendor directly for all **FUEL** delivered to **CITY** in accordance with the price specified in the bid of the successful bidder within thirty (30) days after receipt from Vendor of invoice by City's Finance Department.

Delivery

6. City will require delivery of **FUEL** to the following locations:

Department/Location	Tank Capacity by Gallons	Type of Fuel
Fire Department 1021 Fourth Street Rosenberg, Texas	1,000 500	Premium Unleaded Diesel
Fleet Maintenance Division Public Works Department 210 Mulcahy Rosenberg, Texas	1,000 (2) 500	Regular Unleaded Diesel
Waste Water Plant 1A 2700 Avenue A Rosenberg, Texas	250 (overhead)	Diesel

Cooperation of City

7. **CITY** agrees to cooperate with **COUNTY** and agrees to execute and deliver all papers necessary to complete the transaction.

Power of Acceptance

8. It is understood that this Agreement is no more than a mere authorization to **COUNTY** to solicit bids for **CITY** and to include City's **FUEL** requirements in the bid specifications used by **COUNTY** therefore.

Execution

Executed on April 17, 1990, at Rosenberg, Texas, Fort Bend County, Texas.

Attest:

Susan Crim
City Secretary

CITY OF ROSENBERG

By: Larry Wilkinson O.D.
Larry Wilkinson
Mayor

Attest:

Dianne Wilson
County Clerk

FORT BEND COUNTY

By: ~~Jodie E. Stavinoha~~ BOB LUTTS
County Judge PRO-TEM

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) vendor all GASOLINES for use by all Fort Bend County Facilities as well as the Fort Bend County Drainage District, as provided for in this invitation for bids.

B. PERIOD OF CONTRACT:

This contract is for 6 months, 1 January 1990 thru 30 June 1990. Fort Bend County reserves the right to extend this contract, every six (6) months (24 months maximum), upon agreement by both parties, under the same terms and conditions.

C. CONTRACT CANCELLATION:

Failure by the vendor to perform under this contract shall be cause for cancellation of the contract by Fort Bend County; fuel will then be purchased on the open market, charging back to the vendor the difference between market and contract price, subtracting such total from outstanding invoices or the performance bond. Fort Bend County further reserves the right to cancel this contract at any time with 30 days written notice; bidder is afforded the same right.

D. INSURANCE: (See Page #6).

Bidder must submit with bid proof of liability insurance in the minimum amounts of $100,000/$300,000/$100,000.

E. BID BOND: (See Page #6).

A bid bond in the amount of $1,000.00 must accompany bid. Bid Bond to be in the form of a Cashier's Check payable to Fort Bend County. Successful bidder's bid bond will become a performance bond upon award of bid, and will be returned to successful bidder 15 days after expiration of contract. Unsuccessful bidder's checks will be returned, upon written request, 15 days after award of bid by the Fort Bend County Commissioners Court. Failure to submit Bid Bond will result in the disqualification of bid.

F. SUBCONTRACTING:

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

G. CONTACT PERSON:

For additional information contact Mr. Gilbert Jalomo, Assistant Purchasing Agent at (713) 341-8640.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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H. VENDOR RESPONSIBILITIES:

Contractor to be responsible for insuring constant availability of fuel and the absence of excessive water at the various pumps throughout Fort Bend County.

1. Underground tank located at 307 Fort St., Richmond, Texas must be measured daily between the hours of 8:00 A.M. and 9:00 A.M. Vendor agrees to not contest cancellation of this contract if this requirement is not met on even a single occassion. DO NOT BID IF YOU HAVE FAILED TO MEET THIS SPECIFICATION TWICE DURING IMMEDIATE PRECEEDING 12 MONTHS.

2. On a recurring basis, frequency to be determined by the vendor, he shall measure the fuel at each location.

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

4. A single episode of the vendor permitting a tank to become empty at any location shall be cause for Fort Bend County to cancel the bid.

5. Vendor is to use water indicating paste (Testmaster or equal) on the measuring stick each time fuel is measured in each tank. Any indication of water must be reported to Purchasing Agent (713-341-8640) immediately. Minor amounts of water in the tank will not preclude delivery.

I. QUALITY CONTROL:

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

1. Fuel must contain no alcohol additives or extenders.

2. Fuels must meet all Colonial Pipeline Specifications.

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

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

EXHIBIT "1"

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4. Fuel must be "pulled" from a terminal operated by one of the following suppliers: CHEVRON, EXXON, MOBIL, PHILLIPS 66, SHELL, TEXACO.

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

J. DELIVERY:

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

1. Vendor must have capability of one hour delivery in the event of an emergency. Failure to do so will be cause for Fort Bend County to purchase fuel on the open market, charging back to the vendor the difference between market and contract price, subtracting such total form outstanding invoices or the performance bond.

2. The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent. Successful bidder shall not deliver products or services in excess of those authorized and under no circumstances will Fort Bend County be liable for products or services which exceed the amounts authorized by the Purchase Order.

3. All deliveries must be made and completed between 8:00 a.m. and 4:00 p.m., Monday thru Friday.

4. Vendor must have a minimum of two (2) delivery vehicles which meet or exceed all applicable EPA and OSHA rules and standards (ENTER INFORMATION ON PAGE #6).

5. Fort Bend County reserves the right to add or delete delivery locations as needed.

K. PROJECTED REQUIREMENTS FOR 6 MONTH PERIOD: Fort Bend County does not guarantee that these amounts will be purchased.

1. Regular Leaded Gasoline 22,500 gallons (estimated).

2. Regular Unleaded Gasoline 5,000 gallons or less (estimated).

3. Premium Unleaded Gasoline 227,500 gallons (estimated).

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

EXHIBIT "1"

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L. PAYMENT BY FORT BEND COUNTY:

Fort Bend County guarantees payment within 30 days after receipt of invoice by County Auditor.

M. IRS REGISTRY: (See Page #6).

Vendor must have been issued, and have in current status the IRS CERTIFICATE OF REGISTRY (Form 637). A copy of certificate must be submitted with bid, failure to do so will result in the disqualification of bid.

N. REFERENCES: (Enter information on Page #6).

Bidders must submit with bid a list of no less than three references. References must state contact person's name and phone number at each location. References submitted must be of contracts past or present, of a similar or larger operation than Fort Bend County. Failure to submit references will result in the disqualification of bid. References will be a consideration in the evaluation of bid.

O. BID PRICE: (Enter information on Page #6).

Vendors shall bid a fixed price differential above or below the AVERAGE price posted for that particular fuel in the OIL PRICE INFORMATION SERVICE (OPIS) PAD3 REPORT for Houston, Texas. The AVERAGE price may vary from week to week; however, the price differential (+ or -) must remain constant for the duration of the contract. In arriving at the invoice price the vendor shall apply the differential to the AVERAGE price shown on the PAD3 REPORT received Monday of the week following the week during which delivery is made (NOTE: To avoid delay in payment please adhere to this provision to the letter). Selling price must not include Federal Excise Tax, Fort Bend County is tax exempt. Fort Bend County will pay State Tax, however, do not include State Tax in bid price, this tax must be listed seperatly on each invoice submitted for payment.

P. NOTE TO VENDORS:

Fort Bend County, being liable for a Storage Tank Fund Fee under Sec. 26.358 Texas Water Code, will not be responsible for delivery fees described in Sec. 26.3574 of that code.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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TANK CAPACITY BY GALLONS AT EACH LOCATION

DEPT/LOCATION	REGULAR LEADED	REGULAR UNLEADED	PREMIUM UNLEADED
Precinct #1 Commissioner 201 Payne Lane, Crabb, TX.			4,000
Precinct #2 Commissioner 9110 Long, Needville, TX.			1,000
Precinct #2 Commissioner 2725 FM 521, Fresno, TX.			500 300
Precinct #3 Commissioner 1809 Eldridge, Sugar Land, TX.			4,000
Precinct #3 Commissioner 19310 Canal Rd., Richmond, TX.			8,000
Precinct #4 Commissioner 8100 Hwy 359 South, Fulshear, TX.	1,000		1,000
Precinct #4 Commissioner 1980 Beltz, Sugar Land, TX.			500
Sheriff Department 1410 Ransom Rd., Richmond, TX.			4,000
Drainage District 6400 Homestead Rd., Rosenberg, TX.	1,000		1,000
Old Jail (REQUIRES VENDOR STICKING TANK DAILY) 307 S. Fort St., Richmond, Texas			1,000
Emergency Medical Service 4336 Hwy 36, Rosenberg, TX.			4,000
Sugar Creek Annex 1514 Parkway Blvd., Sugar Land, TX.			2,000

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

EXHIBIT "1"

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) vendor all DIESEL FUEL for use by all Fort Bend County facilities as well as the Fort Bend County Drainage District as provided for in this invitation for bids.

B. PERIOD OF CONTRACT:

This contract is for 6 months, 1 January 1990 thru 30 June 1990. Fort Bend County reserves the right to extend this contract, every six (6) months (24 months maximum), upon agreement by both parties, under the same terms and conditions.

C. CONTRACT CANCELLATION:

Failure by the vendor to perform under this contract shall be cause for cancellation of the contract by Fort Bend County; fuel will then be purchased on the open market, charging back to the vendor the difference between market and contract price, subtracting such total from outstanding invoices or the performance bond. Fort Bend County further reserves the right to cancel this contract at any time with 30 days written notice, bidder is afforded the same right.

D. INSURANCE: (See Page #6)

Bidder must provide proof of liability insurance in the minimum amounts of $100,000/$300,000/$100,000.

E. BID BOND: (See Page #6).

A bid bond in the amount of $1,000.00 must accompany bid. Bid Bond to be in the form of a Cashier's Check payable to Fort Bend County. Successful bidder's bid bond will become a performance bond upon award of bid, and will be returned to successful bidder 15 days after expiration of contract. Unsuccessful bidder's checks will be returned, upon written request, 15 days after award of bid by the Fort Bend County Commissioners Court. Failure to submit Bid Bond will result in the disqualification of bid.

F. SUBCONTRACTING:

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

G. CONTACT PERSON:

For additional information contact Mr. Gilbert Jalomo, Assistant Purchasing Agent at (713) 341-8640.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

EXHIBIT "1"

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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H. VENDOR RESPONSIBILITIES:

Contractor to be responsible for insuring constant availability of fuel and the absence of excessive water at the various pumps throughout Fort Bend County.

1. On a recurring basis, frequency to be determined by the vendor, he shall measure the fuel at each location.

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

3. A single episode of the vendor permitting a tank to become empty shall be cause for Fort Bend County to cancel the bid.

4. Vendor is to use water indicating paste (Testmaster or equal) on the measuring stick each time fuel is measured in each tank. Any indication of water must be reported to Purchasing Agent (713) 341-8640 immediately. Minor amounts of water in the tank will not preclude delivery.

I. QUALITY CONTROL:

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

1. Fuel must contain no fungus, algae, water or other contaminants.

2. Diesel fuel must meet ASTM Spec #2-D and have a minimum rating of 40 cetane.

3. Fuels must meet all Colonial Pipeline Specifications.

4. Diesel fuel must be pulled from a terminal operated by one of the following suppliers: CHEVRON, EXXON, MOBIL, PHILLIPS 66, SHELL, TEXACO.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

EXHIBIT "1"

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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J. DELIVERY:

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

1. Vendor must have capability of one hour delivery in the event of an emergency. Failure to do so will be cause for Fort Bend County to purchase fuel on the open market, charging back to the vendor the difference between market and contract price, subtracting such total form outstanding invoices or the performance bond.

2. The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent. Successful bidder shall not deliver products or services in excess of those authorized and under no circumstances will Fort Bend County be liable for products or services which exceed the amounts authorized by the Purchase Order.

3. All deliveries must be made and completed between 8:00 a.m. and 4:00 p.m., Monday thru Friday.

4. Vendor must have a minimum of two (2) delivery vehicles which meet or exceed all applicable EPA and OSHA rules and standards (Enter information on Page #6).

5. Fort Bend County reserves the right to add or delete delivery locations as needed.

K. PROJECTED REQUIREMENT FOR 6 MONTHS:

200,000 gallons (estimated), Fort Bend County does not guarantee that this amount will be purchased.

L. PAYMENT BY FORT BEND COUNTY:

County guarantees payment within 30 days after receipt on an invoice by the County Auditor.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

EXHIBIT "1"

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
11 - 13 - 89	90-012	10 - 30 - 89	5	7

M. IRS REGISTRY: (See Page #6).

Vendor must have been issued, and have in current status the IRS CERTIFICATE OF REGISTRY (Form 637). A copy of certificate must be sumitted with bid, failure to do so will result in the disqualification of bid.

N. REFERENCES: (Enter information on Page #6).

Bidders must submit with bid a list of no less than three references. References must state contract person's name and phone number at each location. References submitted mu;st be of contracts past or present, of a similar or larger operation than Fort Bend County. Failure to submit references will result in the disqualification of bid. References, will be a consideration in the evaluation of bid.

O. PRICE: (Enter information on Page #6).

Vendors shall bid a fixed price differential above or below the AVERAGE price posted for #2 diesel in the OIL PRICE INFORMATION SERVICE (OPIS) PAD3 REPORT for Houston, Texas. The AVERAGE price may vary from week to week; however, the price differential (+ or -) must remain constant for the duration of the contract. In arriving at the invoice price the vendor shall apply the differential to the AVERAGE price shown on the PAD3 REPORT received Monday of the week following the week during which delivery is made (NOTE: To avoid delay in payment please adhere to this provision to the letter). Selling price shall not include Federal Excise Tax or tax on diesel fuel. Fort Bend County is tax exempt. Fort Bend County will pay State Tax; however, do not include State Tax in bid price, this tax must be listed seperatly on each invoice submitted for payment.

P. NOTE TO VENDORS:

Fort Bend County, being liable for a Storage Tank Fund Fee under Sec. 26.358 Texas Water Code, will not be responsible for delivery fees described in Sec. 26.3574 of that code.

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

EXHIBIT "1"

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
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TANK CAPACITY BY GALLONS AT EACH LOCATION

DEPT/LOCATION	NO. 2 DIESEL
Precinct #1 Commissioner 201 Payne Lane Crabb, Texas	4,000 900 (overhead)
Precinct #2 Commissioner 9110 Long Needville, Texas	3,000
Precinct #2 Commissioner 2725 FM 521 Fresno, Texas	800 500
Precinct #3 Commissioner 1809 Eldridge Rd. Sugar Land, Texas	8,000
Precinct #3 Commissioner 19310 Canal Rd. Richmond, Texas	8,000
Precinct #4 Commissioner 8100 Hwy 359 South Fulshear, Texas	4,000
Drainage District 6400 Homestead Rd. Rosenberg, Texas	4,000
Sugar Creek Annex 1514 Parkway Blvd. Sugar Land, Texas	1,000
Emergency Medical Service 4336 Hwy 36 Rosenberg, Texas	2,000
George Memorial Library 1001 Golfview Dr. Richmond, Texas	100 (Auxilary Generator)
Sheriff Department 1410 Ransom Rd. Richmond, Texas	100 (Auxilary Generator)

INITIALS OF BIDDER (IN INK): _____ DATE: 06/08/89

EXHIBIT "1"

STATE OF TEXAS §
COUNTY OF FORT BEND §

KNOW ALL MEN BY THESE PRESENTS

ORDER TO RELEASE STAY OF DEVELOPMENT AND SALES

On this the 23 day of April, 1990 at the regular meeting of the Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon motion of Commissioner Pressley and seconded by Commissioner O'Shiles, duly put and carried:

WHEREAS, on the 1st day of August, 1986, Commissioners' Court of Fort Bend County ordered a Stay of Development and Sales of all land and lots recorded in volume 1874, page 1059 in the Fort Bend County Clerk's records located in and to that certain subdivision located in Fort Bend County, Texas, to wit:

> Chelsea at Mission Bend located in Fort Bend County, Texas, recorded under slide number 691A and 691B of the official plat records of the County Clerk of Fort Bend County, Texas and,

WHEREAS, on the 23rd of March, 1990, an Irrevocable Letter of Credit Number 545 dated March 23, 1990 in the amount of $140,000.00 was issued for the benefit of Fort Bend County from Liberty Savings Association to secure the building and/or maintaining the roads and/or drainage facilities within Chelsea at Mission Bend Subdivision; and,

WHEREAS, Fort Bend County agrees to release the underlying obligation to construct the two northern most lanes of Beechnut Blvd. secured by the $81,659.50 Irrevocable Letter of Credit Number 15-003619-4 issued on the 26th day of January, 1986, for the benefit of Fort Bend County from Mainland Savings Association; and,

WHEREAS, Fort Bend County agrees to consider accepting a $43,485.50 Irrevocable Letter of Credit for one half (1/2) of the roadway improvements on Clodine-Reddick Road in the event one or both parcels of land are replatted to wit:

Unrestricted Reserve "A", 3.751 acres and
Unrestricted Reserve "B", 3.0883 acres of
Chelsea at Mission Bend, Fort Bend County, Texas

NOW, THEREFORE, it is ordered that the Order to Stay Development and Sales is lifted.

EXECUTED this 23 day of April, 1990

FORT BEND COUNTY TEXAS

By: Bob Lutts
~~Jodie E. Stavinoha~~, County Judge PRO TEM
BOB LUTTS

ATTEST:
Dianne Wilson
Dianne Wilson, County Clerk

ACCEPTED on the 23 day of April, 1990.

RUSSELL D. PLANK & ASSOCIATES

By: Russell D. Plank
Russell D. Plank, Venturer

AMENDED 11:41 AM, APRIL 2, 1990

INVITATION FOR BIDS
CONTRACT FOR COUNTY REDISTRICTING
CONTRACT EXPIRES: 31 DECEMBER 1992
ISSUED BY FORT BEND COUNTY PURCHASING AGENT

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 16 - 90	90-039	4 - 2 - 90	1	4

Sealed bids from bidder qualified under rules adopted by Fort Bend County Commissioners Court on March 5, 1990, subject to the Terms and Conditions of this Invitation For Bids, for County Redistricting, as described in 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 16, 1990 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. 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.

ALLISON & ASSOCIATES
LEGAL NAME OF CONTRACTING COMPANY

James P. Allison	Managing Partner	512-482-0701
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
218 W. 14th Street	Austin, Texas	78701
COMPLETE MAILING ADDRESS	CITY AND STATE	ZIP CODE
218 W. 14th Street	Austin, Texas	78701
COMPLETE STREET ADDRESS	CITY AND STATE	ZIP CODE

CERTIFICATION

BY MY SIGNATURE HEREON I CERTIFY THAT THE 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: _____ April 9 , 1990
DATE

Bob Bass	Attorney	512-482-0701
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS DATE

FBCPA FORM 103 (8 Mar 88)

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 16 - 90	90-039	4 - 2 - 90	2	4

A. **SCOPE:**

It is the intent of Fort Bend County to contract for County Redistricting Services as outlined in this invitation to bid.

B. **GENERAL:**

1. Fort Bend County will provide the following:

   a. Current Key Map of Fort Bend County (1989 edition).
   b. Voter Precinct Street Guide (list of all streets in Fort Bend County by voting precinct).
   c. Current County maps.
   d. Access to all commercial and residential plats.
   e. Access to all maps and materials provided to the County by the Census Bureau.
   f. Count of road miles within each Commissioner's Precinct.
   g. Fort Bend County does not have a computerized mapping system.

2. Information about Fort Bend County:

   a. Fort Bend County encompasses approximately 869 square miles.
   b. There are approximately 231,249 residents living in Fort Bend County.
   c. There are approximately 90,000 registered voters in Fort Bend County.

C. **REQUIREMENTS:** The successful bidder must:

1. Compare preliminary 1990 population data, as obtained by the Census Bureau, with the present Commissioner's precincts. A population and demographic analysis must be prepared and submitted to the Fort Bend County Commissioner's Court.

2. Provide the Fort Bend County Commissioners Court, County Attorney, County Clerk and County Engineer with the following data concerning the proposed redistricting plan:

   a. Precinct maps and plans.
   b. State senatorial and state legislative lines, commissioner precinct lines, justice of the peace lines, constable lines, State Board of Education and voting precinct lines expressed in lay terms or metes and bounds.
   c. Block ranges, by street, of voting precinct lines.

INITIALS OF BIDDER (IN INK): BB DATE: April 9, 1990

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 16 - 90	90-039	4 - 2 - 90	3	4

3. As final census data becomes available, prepare one or more preliminary plans for redistricting and submit to the Fort Bend County Commissioners Court. The Redistricting plans must meet all constitutional and statutory requirements. The preliminary plan(s) may be subjected to public comment, in the form of one or more public forums held in various geographic areas of the County. The successful bidder, if requested, will consult with the Commissioner's Court, or with consent of Commissioner's Court, citizen's groups concerning any part of the redistricting plan.

4. Prepare a redistricting plan for the approval of the Fort Bend County Commissioners Court. Should the Court disapprove the redistricting plan the successful bidder will be responsible for making all necessary alterations to the plan to insure Court approval.

5. Upon approval of Commissioners Court, prepare for submission the redistricting plan and all necessary maps and other documentation to the U.S. Department of Justice for review, pursuant to the authority of the Voting Rights Act of 1965, as amended and extended. Should the Justice Department require additional information the successful bidder will be responsible for the submission of such documentation. If objections are made to the redistricting plan the successful bidder must be prepared to represent Fort Bend County in all federal litigation and in obtaining a declaratory judgement.

6. Keep the Fort Bend County Commissioners Court apprised of the progress.

D. REFERENCES:

All bidders must submit, with bid, a list of at least two (2) references of past or current contracts similar to this contract in nature and size. References must include County Name, Address, City, State, Zip Code, Contact Person and Telephone Number.

E. CONFLICT OF INTEREST:

Bidder's must submit, with bid, a list of State of Texas Counties with whom they have entered into, or intend to enter into, a contract for County Redistricting based upon the 1990 Census. Fort Bend County reserves the right to disqualify any bid submitted by a firm which has entered into, or intends to enter into, a contract with a County adjacent to Fort Bend County.

F. CONTRACT CANCELLATION:

This contract may be cancelled by either party with thirty (30) days written notification.

INITIALS OF BIDDER (IN INK): VSB DATE: April 9, 1990

OPENING DATE:	BID NUMBER:	DATE ISSUED:	PAGE NUMBER	NUMBER OF PAGES
4 - 16 - 90	90-039	4 - 2 - 90	4	4

G. NONAPPROPRIATION:

In the event sufficient funds shall not be appropriated for the payment of this contract during FY-1991 and/or FY-1992, and if Fort Bend County has no funds legally available for payment from other sources, then Fort Bend County may terminate this contract at the end of its Fiscal Year and Fort Bend County shall not be obligated to make payments provided for in this agreement beyond the end of that Fiscal Year. Fort Bend County agrees to deliver notice of such termination at least forty-five (45) days prior to the end of its Fiscal Year.

H. BID PRICE:

1. HOURLY BID PRICE FOR SENIOR ATTORNEY, CLASS 1: $ 150.00 .
2. HOURLY BID PRICE FOR JUNIOR ATTORNEYS, CLASS 2: $ 125.00 .
3. HOURLY BID PRICE FOR NON-STAFF PERSONNEL, CLASS 3: $ 100.00 .
4. HOURLY BID PRICE FOR PARALEGAL TIME, CLASS 4: $ 40.00 .
5. HOURLY BID PRICE FOR SECRETARIAL TIME, CLASS 5: $ 15.00 .

NOTES:

1. Costs other than those above (maps, etc.) shall not exceed $3,000.00 during the period of this contract. Should additional funding become necessary, separate action by Fort Bend County Commissioners Court shall be required.
2. Itemized invoices are required by the Fort Bend County Auditor to receive payment.

INITIALS OF BIDDER (IN INK): JSD DATE: April 9, 1990

REFERENCES

Titus County, Texas Courthouse Mt. Pleasant, TX 75455	Contact:	Honorable Alford L. Flanagan (214) 572-3791
Upshur County, Texas 1004 Ruby Street Gilmer, TX 75644	Contact:	Honorable Everrett Dean (214) 843-3083
Hale County, Texas Courthouse 6th and Broadway Plainview, TX 79072	Contact:	Honorable William Hollars (806) 293-8481 (ext.215)
Swisher County, Texas Swisher County Courthouse Tulia, TX 79088	Contact:	Honorable Jay V. Johnson (806) 995-3504
Lamb County, Texas Route 1, Box 113 Sudan, TX 79371	Contact:	Honorable Wayne Whiteaker (806) 385-4222
Terry County, Texas Terry County Courthouse Brownfield, TX 79316	Contact:	Honorable Herbert Chesshir (806) 637-6421
Floyd County, Texas Room 105 Courthouse Floydada, TX 79235	Contact:	Honorable William D. Hardin (806) 983-2244
Deaf Smith County Courthouse Hereford, TX 79045	Contact:	Honorable Tom Simmons (806) 364-1451
City of Plainview Plainview, TX 79072	Contact:	Gene Riddlehuber (806) 296-1106

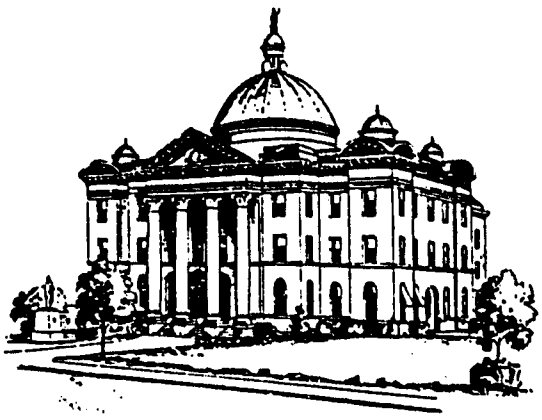
CONFLICT OF INTEREST

At this time bidder has agreed to reapportion Upshur, Upton, and Hale Counties.

22

41 1814

OFFICE OF
JOHN J. HAMMETT
PURCHASING AGENT



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

STATE OF TEXAS COUNTY OF FORT BEND

April 16, 1990

Each Member
Commissioner's Court
Fort Bend County, Texas

Gentlemen,

Attached for you consideration is the bid we received from Allison and Associates for County Redistricting.

I will ask the Court to take action on this bid at the next Commissioner's Court Meeting which will be Monday, April 23rd.

If you have any questions please call me.

Thank you,

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

AMENDED 11:41 AM, APRIL 2, 1990

INVITATION FOR BIDS
CONTRACT FOR COUNTY REDISTRICTING
CONTRACT EXPIRES: 31 DECEMBER 1992
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ALLISON & ASSOCIATES
LEGAL NAME OF CONTRACTING COMPANY

James P. Allison	Managing Partner	512-482-0701
CONTACT PERSON'S TYPED NAME	TITLE	PHONE NUMBER
218 W. 14th Street	Austin, Texas	78701
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DATE

Bob Bass	Attorney	512-482-0701
SIGNER'S TYPED NAME	TITLE	PHONE NUMBER

ACCEPTED: _____ _____
COUNTY JUDGE, FORT BEND COUNTY, TEXAS DATE

FBCPA FORM 103 (8 Mar 88)

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5. HOURLY BID PRICE FOR SECRETARIAL TIME, CLASS 5: $ 15.00 .

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Swisher County, Texas Swisher County Courthouse Tulia, TX 79088	Contact:	Honorable Jay V. Johnson (806) 995-3504
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Floyd County, Texas Room 105 Courthouse Floydada, TX 79235	Contact:	Honorable William D. Hardin (806) 983-2244
Deaf Smith County Courthouse Hereford, TX 79045	Contact:	Honorable Tom Simmons (806) 364-1451
City of Plainview Plainview, TX 79072	Contact:	Gene Riddlehuber (806) 296-1106

CONFLICT OF INTEREST

At this time bidder has agreed to reapportion Upshur, Upton, and Hale Counties.

41 1821 22/2

CONSTRUCTION OF PITTS ROAD LOCATED IN FORT BEND COUNTY PRECINCT 4
BID #90-043

COMPANY	BID PRICE
Durwood Greene Construction Co. P.O. Box 1338 Stafford, Texas 77477	$81,000.00

No other bids received.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: April 1, 1990 and April 8, 1990

INDIVIDUAL NOTICES MAILED: 39

BID PACKETS PICKED UP OR MAILED: 12

BIDS RECEIVED: 1

Renovation of District Clerk's offices (#90-044):

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept and award bid in the amount of $81,000 to BASS CONSTRUCTION CO. for renovation of District Clerk's offices. Funds to come from Permanent Improvement. (Recorded in minutes in full)

23. CONSIDER AGREEMENT TO RETAIN LAW FIRM OF MORRIS, TINSLEY & SNOWDEN TO REPRESENT FORT BEND COUNTY AS ATTORNEY OF RECORD IN THE TEXAS PARKS & WILDLIFE CASE IN 250TH DISTRICT COURT, TRAVIS COUNTY, TEXAS CAUSE #471163:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize the District Attorney to retain the law firm of Morris, Tinsley & Snowden to represent Fort Bend County in the Texas Parks & Wildlife case in 250th District Court, Travis County, Texas, Cause #471163, as presented by Mark Price, representing the law firm. Funds to come from Fees & Services not to exceed $3,500.00. (Recorded in minutes in full)

24. CONSIDER RESOLUTION IN SUPPORT OF JAIL CHAPLAINCY PROGRAM:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt resolution in support of Jail Chaplaincy Program. (Recorded in minutes in full)

25. 10:00 A.M.-HOLD PUBLIC HEARING FOR TRAFFIC CONTROL DEVICES AT OLD RICHMOND RD. & WEST AIRPORT BLVD., PCT. 3, AND CONSIDER TAKING ACTION:

No public comments.

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize installation of a 4-way stop sign at Old Richmond Rd. & West Airport Blvd. as recommended by the County Engineer.

26. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (POSTIER VS. LAIDLAW, ET AL) AND PERSONNEL MATTERS (DEPT. HEAD EVALUATIONS), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,G), VTCS AND CONSIDER TAKING ACTION:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve salary step increase for Sid McArthur, Vehicle Maintenance Supervisor from step 13/6 ($1,032) to step 13/7 ($1,072).

27. APPROVE BILLS:

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

28. CONSIDER COVERAGE FOR PUBLIC EMPLOYEES BLANKET BOND:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize purchase from Grayless Insurance Agency for a three year public employee blanket bond, for $100,000 of coverage with $1,000 deduction, effective immediately.

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone consideration for coverage of the Sheriff's Dept.

41 1823 22/3

RENOVATIONS OF THE FORT BEND COUNTY DISTRICT CLERK'S OFFICE
BID #90-044

COMPANY	BID PRICE
Bass Construction Co., Inc. 3014 Ave I, Ste 3 Rosenberg, Texas 77471	$81,555.00

No other bids received.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: April 1, 1990 and April 8, 1990

INDIVIDUAL NOTICES MAILED: 39

BID PACKETS PICKED UP OR MAILED: 12

BIDS RECEIVED: 1

c:snowden.let

41 1824

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

RECEIVED
APR 20 1990
COUNTY JUDGE

April 19, 1990

Honorable County Judge
and County Commissioners
Fort Bend County, Texas

RE: Cause No. 471,063; Fort Bend County v. The Texas Parks and Wildlife Commission; In the 250th Judicial District Court of Travis County, Texas; Appointment of Morris, Tinsley & Snowden as Independent Counsel

Gentlemen:

Enclosed please find a copy of a letter agreement with Morris, Tinsley & Snowden to provide legal services to Fort Bend County in the above stated matter. This is the law firm that has hired Mr. Mark Price, who has been the attorney representing Fort Bend County throughout these entire proceedings.

I feel that the contract is reasonable as to the quoted fees. I have talked to Mr. Price and have advised him that the $3,500.00 is a ceiling to which any thing above that would need prior approval of Commissioners' Court.

Very truly yours,

Larry D. Wagenbach
Assistant District Attorney

LDW:rg:2110-10
Enclosure

cc: Commissioner R. L. O'Shieles (w/Enclosure)
Commissioner Ben Denham (w/Enclosure)
Commissioner Alton Pressley (w/Enclosure)
Commissioner Bob Lutts (w/Enclosure)
Criminal District Attorney Sam W. Dick (w/Enclosure)

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

CARLOSS MORRIS
MALCOLM S. MORRIS
PAUL R. TINSLEY
BARRY H. SNOWDEN
JAY C. PAXTON
JAMES H. BELL
PAUL E. TAPSCOTT
RONALD O. MITCHELL
GEORGE W. BAMBERG, JR.
LIONEL M. SCHOOLER
ANNE L. UHRBROCK
CATHERINE S. DAWSON

MORRIS, TINSLEY & SNOWDEN
A PROFESSIONAL CORPORATION
ATTORNEYS
2200 WEST LOOP SOUTH, SUITE 225
HOUSTON, TEXAS 77027
(713) 627-1520
TELEX 790-318
FACSIMILE (713) 627-8017

COPY
THE WOODLANDS OFFICE
WOODSTEAD BUILDING
1610 WOODSTEAD COURT
SUITE 210
THE WOODLANDS, TEXAS 77380
(713) 363-1520

41 1825

FACSIMILE TRANSMITTAL LETTER

DATE: April 18, 1990

TO: Mr. Larry Wagenbach
Chief Civil Division
Fort Bend County District
Attorneys Office
341-4557

Re: Fort Bend County v. The Texas Parks and Wildlife Commission

FROM: Mr. Barry Snowden
Morris, Tinsley & Snowden

TOTAL NUMBER OF PAGES: 3

TIME: 10:30 a.m.

MESSAGE:

Please deliver to Mr. Larry Wagenbach upon receipt.

Thank you.

RECEIVED 4-18-90

MORRIS, TINSLEY & SNOWDEN
A PROFESSIONAL CORPORATION
ATTORNEYS
2800 WEST LOOP SOUTH, SUITE 228
HOUSTON, TEXAS 77027
(713) 627-1520
FACSIMILE (713) 627-8017

CARLOSS MORRIS
MALCOLM S. MORRIS
PAUL R. TINSLEY
BARRY H. SNOWDEN
JAY C. FAXTON

JAMES H. BELL
PAUL E. TAPSCOTT
GEORGE W. BAMBERG, JR.
LIONEL M. SCHOOLER
CATHERINE S. DAWSON
FRANK H. LUDLAM

April 17, 1990

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

VIA FACSIMILE - 341-4557
(Subsequently Mailed)

Re: Proposal for professional services representing Fort Bend County in the matter of Fort Bend County v. The Texas Parks and Wildlife Commission in the District Court of Travis County, Texas; 250th Judicial District; Cause No. 471063

Dear Commissioner Lutts:

We are pleased to submit this proposal for representation of Fort Bend County in the above-styled and numbered cause. In representing Fort Bend County in this matter we propose to provide the following services:

Scope of Services

1. Represent Fort Bend County in Plea of Abatement Hearing scheduled for May 4, 1990 in Austin, Texas;

2. Prepare and file Brief Supporting Fort Bend County's Petition at the subsequent full Hearing; and

3. Represent Fort Bend County in full Hearing on Fort Bend County's Petition on June 29, 1990 in Austin, Texas.

The above-described Scope of Services will be supervised and performed primarily by Mr. Mark Price of our firm, with assistance from other members of the firm if and as deemed appropriate. Our fee for these services will be on an hourly basis at $100.00 per hour, with our total fee not to exceed $3,500.00 without receiving prior approval from Fort Bend County. In addition to the hourly charge, expenses will be submitted to the County at actual costs incurred by the firm. Invoices will be submitted monthly for services that have been

MORRIS, TINSLEY & SNOWDEN
A PROFESSIONAL CORPORATION

performed, together with expenses incurred, and should be paid within 30 days of presentment. If the above proposal is acceptable to Fort Bend County please sign in the space provided below and return a copy to us. We look forward to working with you on this important effort for Fort Bend County.

Respectfully submitted,

Morris, Tinsley & Snowden

By: Barry Snowden
Barry Snowden

BS/mc

Agreed and Accepted:

Fort Bend County, Texas

By: _____
Jodie E. Stavinoha

Title: County Judge, Fort Bend County, Texas

Date: _____

cc: Mr. Larry Wagenbach (via facsimile - 341-4557)
Chief Civil Division
Fort Bend County District
Attorneys Office

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

April 24, 1990

The Honorable Dianne Wilson
County Clerk
Fort Bend County, Texas

RE: Temporary Injunction and Order Appointing Temporary Receiver

Dear Ms. Wilson:

Enclosed, for your information, is the above referenced document.

Please call if you have any questions.

Very truly yours,

Portia Poindexter

Portia Poindexter
Assistant District Attorney

PP:lj

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

No. 473,254

THE STATE OF TEXAS, Plaintiff	§	IN THE DISTRICT COURT OF
vs.	§	TRAVIS COUNTY, TEXAS
TITLE USA INSURANCE CORPORATION, Defendant	§	53rd JUDICIAL DISTRICT

TEMPORARY INJUNCTION AND
ORDER APPOINTING TEMPORARY RECEIVER

On this day came to be heard the Application for a TEMPORARY INJUNCTION AND ORDER APPOINTING TEMPORARY RECEIVER filed by the State of Texas. The State of Texas appeared by and through its Attorney General, Jim Mattox.

The Application requests that a Temporary Injunction be issued against Title USA Insurance Corporation (hereafter referred to as "Defendant") and that the Liquidator for the State Board of Insurance be appointed as Temporary Receiver for Defendant.

I.

Findings

1) It appearing that the Court has jurisdiction over the parties and over the subject matter herein, the Court, after considering the Plaintiff's verified Petition, is of the opinion and finds that the law and the facts are what the Plaintiff has alleged in its duly verified Petition and that Plaintiff is entitled to a Temporary Injunction and an Order Appointing a Temporary Receiver

FILED
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ML

as granted herein.

2) The Court finds that the Plaintiff, through its Attorney General, Jim Mattox, under the authority granted to him by the Constitution and laws of this State and at the request of the Commissioner of Insurance of the State of Texas, has a probable right and probably will prevail upon final hearing of this action and that without the issuance of this temporary injunctive relief, the Plaintiff will probably suffer irreparable injury as set forth herein. There is no adequate remedy at law.

3) The Court finds that Defendant is insolvent and that Defendant is continuing to operate in an insolvent condition. The Court further finds that the continued operation of the Defendant will be hazardous to their insureds and creditors, and that unless temporarily restrained, it will continue to operate in violation of the laws of this State and that it will continue to create debts and obligations and to deplete the assets of Defendant, all contrary to the best interests of its policyholders, creditors and the general public and that by reason of these premises, immediate and irreparable injury, loss and damage will result to the policyholders and creditors.

4) The Court further finds that unless Defendant is temporarily enjoined and a Temporary Receiver is appointed, the assets of Defendant may be subjected to

claims or illegal preferences, to the immediate and irreparable injury of its policyholders and creditors; and that it is necessary that a Temporary Receiver be appointed so that the legal obligations of Defendant may be supervised during the pendency of these proceedings to prevent the waste of Defendant's assets.

5) Because of the foregoing, the Court finds that there exists an imperative and immediate necessity to enjoin Defendant from conducting any business of the Defendant as enjoined herein and to appoint Stephen S. Durish, the Liquidator of the State Board of Insurance, as Temporary Receiver of the affairs of Defendant in order to manage, maintain, and preserve the affairs of Defendant during the pendency of these proceedings and to windup and liquidate the property and business of Defendant upon final hearing on Plaintiffs Petition.

6) The Court further finds that the Temporary Receiver is vested by operation of law with title to all property and assets of Defendant, and that the Temporary Receiver succeeds to all rights of Defendant, including, but not limited to, the rights of Defendant as customer of any financial institution.

II.

Temporary Injunction

It is ORDERED that the Clerk of this Court shall issue a Temporary Injunction against the persons and entities named

below, with the following force and effect:

TO TITLE USA INSURANCE CORPORATION; ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SERVANTS, ATTORNEYS, ATTORNEYS IN FACT, REPRESENTATIVES, STOCKHOLDERS, THIRD PARTY ADMINISTRATORS, ADJUSTERS, MEMBERS, TRUSTEES, POLICYHOLDERS, MANAGERS, ASSOCIATES, AND THOSE ACTING IN CONCERT WITH IT, PAST OR PRESENT (INCLUDING, BUT NOT LIMITED TO, ALL BANKS AND FINANCIAL INSTITUTIONS WHEREIN TITLE USA INSURANCE CORPORATION MAINTAINS ANY ACCOUNT OR ACCOUNTS)

YOU AND EACH OF YOU are hereby ENJOINED from:

1) Doing, operating, and conducting any business of Defendant under any charter, permit, license, power or privilege, belonging to, or heretofore issued by, or to Defendant, or exercising any direction, control or influence over said business of Defendant;

2) Disposing of, using, transferring, selling, assigning, cancelling, hypothecating, withdrawing, or allowing to be withdrawn or concealing, in any manner, or in any way, any property of Defendant, also including, but not limited to, that property which has been acquired, purchased or paid for by Defendant, whether such property is real, personal, or mixed, of any kind, or nature, wheresoever located, all of which property is hereby placed in custodia legis. Such property shall also include any claims or causes of action belonging to, owned by, in the possession of, or claimed by Defendant which Defendant might have against any person,

firm, association, or corporation, all of which property is hereby placed in custodia legis;

3) Disposing of any account, debt, deposit, share account, trust account, or any other property you may own, owe to, or hold for the benefit of Defendant, or any account held individually, jointly, or severally for Defendant, whether such account, debt, deposit, share account, trust account, or any other asset is owned, or held for Defendant in the name of, or for the benefit of Defendant, or under any other name, all of which property is hereby placed in custodia legis;

4) Removing from the jurisdiction of this Court, or from the place of business of Defendant, any office equipment, furniture or fixtures, books, records, or any other property of any kind or nature whatsoever, real and personal, belonging to, claimed, or owned by Defendant, all of which property is hereby placed in custodia legis;

5) Doing anything, directly or indirectly, to prevent the Temporary Receiver or his designees from gaining access to, acquiring, examining or investigating any books, documents, records or other materials concerning Defendant or their affairs and property under whatever name they may be found. Such documentary material shall include,

but not be limited to, records and property held by banks, savings and loan association, trust companies, credit unions or any other entity or depository institution;

6) Interfering, in any way, with these proceedings or the lawful acts of the Temporary Receiver or his designees, and from commencing, or prosecuting any action or appeal or arbitration, including administrative proceedings or obtaining any preference, judgment, attachment, garnishment, or other lien, or from the making of any levy against Defendant, or against its property, or any part thereof, except by doing so in the receivership proceedings herein, and from asserting any claims against Defendant or against the Temporary Receiver thereof, except through these receivership proceedings.

YOU AND EACH OF YOU are further specifically ORDERED to make available and disclose to the Temporary Receiver or his designees the nature, amount, and location of any and all of the property of Defendant, including but not limited to any of the property listed in subparagraphs 3 through 6 above, and to immediately surrender all such property to the Temporary Receiver or his designee.

It is further ORDERED that the Clerk of this Court shall issue a Temporary Injunction against the persons and entities

named below, with the following force and effect:

TO TITLE USA INSURANCE CORPORATION OF NEW YORK; TITLE USA COMPANY OF AUSTIN; TITLE USA COMPANY OF DENTON; TITLE USA COMPANY OF EL PASO; FORT WORTH TITLE COMPANY; DALLAS TITLE COMPANY; TITLE USA COMPANY OF CORPUS CHRISTI; TITLE USA COMPANY OF SAN ANTONIO; TITLE ASSETS, INC., TITLE USA COMPANY OF ALBUQUERQUE, INTERCOUNTY SERVICES, INC., MAJESTIC BRICK AND SUPPLY, INC., SOUTH COAST TITLE COMPANY, U.S. LIFE DEVELOPMENT COMPANY, SOFTLIFE CORPORATION, CAPROCK HOSPITALITY, INC., CAPROCK PROPERTIES CORPORATION, SOUTHERN SKYLINE CORPORATION and DENVER ABSTRACT COMPANY d/b/a TITLE USA COMPANY OF COLORADO, INC. (hereafter referred to collectively as the Title USA Companies); BUT NOT INCLUDING DALLAS TEXAS NATIONAL TITLE COMPANY d/b/a DALLAS TITLE COMPANY AND/OR TEXAS TITLE COMPANY d/b/a DALLAS TITLE COMPANY OF PLANO; THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SERVANTS, ATTORNEYS, REPRESENTATIVES AND THOSE PERSONS IN ACTIVE CONCERT OR PARTICIPATION WITH THEM:

YOU AND EACH OF YOU are hereby DIRECTED against:

1) Doing, operating, and conducting any business of Defendant under any charter, permit, license, power or privilege, belonging to, or heretofore issued by, or to Defendant, or exercising any direction, control or influence over said business of Defendant;

2) Disposing of, using, transferring, selling, assigning, cancelling, hypothecating, withdrawing, or allowing to be withdrawn or concealing, in any manner, or in any way, any property of Defendant, also including, but not limited to, that property which has been acquired, purchased or paid for by Defendant, whether such property is real, personal,

or mixed, of any kind, or nature, wheresoever located, all of which property is hereby placed in custodia legis. Such property shall also include any claims or causes of action belonging to, owned by, in the possession of, or claimed by Defendant which Defendant might have against any person, firm, association, or corporation, all of which property is hereby placed in custodia legis;

3) Disposing of any account, debt, deposit, share account, trust account, or any other property you may own, owe to, or hold for the benefit of Defendant, or any account held individually, jointly, or severally for Defendant, whether such account, debt, deposit, share account, trust account, or any other asset is owned, or held for Defendant in the name of, or for the benefit of Defendant, or under any other name, all of which property is hereby placed in custodia legis;

4) Removing from the jurisdiction of this Court, or from the place of business of Defendant, any office equipment, furniture or fixtures, books, records, or any other property of any kind or nature whatsoever, real and personal, belonging to, claimed, or owned by Defendant, all of which property is hereby placed in custodia legis;

5) Doing anything, directly or indirectly, to prevent

the Temporary Receiver or his designees from gaining access to, acquiring, examining or investigating any books, documents, records or other materials concerning Defendant or their affairs and property under whatever name they may be found. Such documentary material shall include, but not be limited to, records and property held by banks, savings and loan association, trust companies, credit unions or any other entity or depository institution;

6) Interfering, in any way, with these proceedings or the lawful acts of the Temporary Receiver or his designees, and from commencing, or prosecuting any action or appeal or arbitration, including administrative proceedings or obtaining any preference, judgment, attachment, garnishment, or other lien, or from the making of any levy against Defendant, or against its property, or any part thereof, except by doing so in the receivership proceedings herein, and from asserting any claims against Defendant or against the Temporary Receiver or his designees thereof, except through these receivership proceedings.

YOU AND EACH OF YOU are further specifically ORDERED to make available and disclose to the Temporary Receiver or his designees the nature, amount, and location of any and all of

the property of Defendant, including but not limited to any of the property listed in subparagraphs 3 through 6 above, and to immediately surrender all such property to the Temporary Receiver or his designee:

TO NCNB TEXAS NATIONAL BANK, TEXAS COMMERCE BANK, BANK ONE, AND ANY AND ALL OTHER BANKS, SAVINGS AND LOAN ASSOCIATIONS, TRUST COMPANIES, CREDIT UNIONS, WELFARE TRUSTS OR ANY OTHER DEPOSITORY INSTITUTIONS

YOU AND EACH OF YOU are hereby DIRECTED against:

1) Disposing of, using, releasing, transferring, selling, withdrawing, allowing to be withdrawn, assigning, cancelling, hypothecating, or concealing, in any manner, or in any way, any property of Defendant, including but not limited to, any books, records, equipment, money, accounts receivable, stocks, bonds, assets, policies of insurance, notes, and funds of Defendant, whether such property is real, personal, or mixed, of any kind, or nature, wheresoever located, all of which property is hereby placed in custodia legis;

2) Disposing of any account, debt, deposit, share account, trust account, or any other property you may own, owe to, or hold for the benefit of Defendant, or any account held individually, jointly, or severally for defendants, whether such account, debt, deposit, share account, trust account, or any other asset is owned, or held for Defendant, in the name of, or for the benefit of

Defendant, or under any other name, all of which property is placed in custodia legis;

3) Doing anything, directly or indirectly, to prevent the Temporary Receiver or his designees from gaining access to, acquiring, examining or investigating any books, documents, records or other material concerning Defendant or its affairs and property under whatever name they may be found. Such documentary material shall include, but is not limited to, records and property held by banks, savings and loan associations, trust companies, credit unions or any other entity or depository institution, as well as any bank accounts, or any other assets into which have been transferred, deposited, and or placed funds, or other assets belonging to or payable to Defendant, or to which the Defendant may have claim or title regardless of under whose name such accounts, debts, deposits, share accounts, safe deposit boxes, trust accounts, or other assets are held;

4) Interfering, in any way, with these proceedings or the lawful acts of the Temporary Receiver or his designees, and from commencing, or prosecuting any action or appeal or arbitration, including administrative proceedings or obtaining any preference, judgment, attachment, garnishment, or

other lien, or from the making of any levy against Defendant, or against its property, or any part thereof, except by doing so in the receivership proceedings herein, and from asserting any claims against Defendant or against the Temporary Receiver thereof, except in the receivership proceedings herein;

5) Transacting any business of the Defendant in any manner whatsoever except pursuant to the specific instructions of the Temporary Receiver or his designees.

YOU AND EACH OF YOU are further specifically ORDERED to make available and disclose to the Temporary Receiver or his designees the nature, amount, and location of any and all of the property of Defendant, all information relating to the property and the account(s) of Defendant including, but not limited to any of the property listed in subparagraphs 1 and 2 above, and to immediately surrender all such property to the Temporary Receiver or his designees. The Court further specifically finds and orders that the Temporary Receiver is vested by operation of law with title to the rights of Defendant as the customer of any financial or depository institution.

TO ANY AND ALL OTHER PERSONS, ASSOCIATIONS, CORPORATIONS, OR ANY OTHER LEGAL ENTITY INCLUDING, BUT NOT LIMITED TO, THE U.S. POSTMASTER

YOU AND EACH OF YOU are hereby DIRECTED against:

1) Disposing of, using, releasing, transferring, selling, withdrawing, allowing to be withdrawn, assigning, cancelling, hypothecating, or concealing, in any manner, or in any way, any property of Defendant, including but not limited to, any books, records, equipment, money, accounts receivable, stocks, bonds, assets, policies of insurance, notes, and funds of Defendant, whether such property is real, personal, or mixed, of any kind, or nature, wheresoever located, all of which property is hereby placed in custodia legis;

2) Disposing of any account, debt, deposit, share account, trust account, or any other property you may own, owe to, or hold for the benefit of Defendant, or any account held individually, jointly, or severally for defendants, whether such account, debt, deposit, share account, trust account, or any other asset is owned, or held for Defendant, in the name of, or for the benefit of Defendant, or under any other name, all of which property is placed in custodia legis;

3) Doing anything, directly or indirectly, to prevent the Temporary Receiver from gaining access to, acquiring, examining or investigating any books, documents, records or other material concerning Defendant or its affairs and property under

whatever name they may be found. Such documentary material shall include, but is not limited to, records and property held by banks, savings and loan associations, trust companies, credit unions or any other entity or depository institution, as well as any bank accounts, or any other assets into which have been transferred, deposited, and or placed funds, or other assets belonging to or payable to Defendant, or to which the Defendant may have claim or title regardless of under whose name such accounts, debts, deposits, share accounts, safe deposit boxes, trust accounts, or other assets are held;

4) Interfering, in any way, with these proceedings or the lawful acts of the Temporary Receiver or his designees, and from commencing, or prosecuting any action or appeal or arbitration, including administrative proceedings or obtaining any preference, judgment, attachment, garnishment, or other lien, or from the making of any levy against Defendant, or against its property, or any part thereof, except by doing so in the receivership proceedings herein, and from asserting any claims against Defendant, against the Temporary Receiver thereof, whether against or through Defendant's policyholders, except in the receivership

proceedings herein;

5) Transacting any business of the Defendant in any manner whatsoever.

YOU AND EACH OF YOU are further specifically ORDERED to make available and disclose to the Temporary Receiver or his designees the nature, amount, and location of any and all of the property of Defendant, including but not limited to any of the property listed in subparagraphs 1 and 2 above, and to immediately, surrender all such property to the Temporary Receiver or his designee.

III.

APPOINTMENT OF TEMPORARY RECEIVER

It is further ORDERED, ADJUDGED, AND DECREED that Stephen S. Durish of Travis County, Texas, P.O. Box 2800, Austin, Texas 78768-2800, the duly qualified Liquidator for the State Board of Insurance be and he is hereby, appointed as Temporary Receiver of Title USA Insurance Corporation, (hereafter called "Defendant") and granted the following duties and powers:

1) Stephen S. Durish is authorized and directed to take possession of all property and assets of Defendant as previously described herein, of whatsoever nature and wheresoever located, including, but not limited to, any statutory or special deposits made by or for Defendant with any officer or agency of any state or the federal

government, banks, savings and loan associations, and other depositories, any and all bank deposits, collateral or the contents of any safe deposit boxes in the name of or belonging to Defendant, and to take charge of all books and records in the possession of or belonging to Defendant.

2) The Temporary Receiver is hereby granted and given all equitable powers and authority under any and all statutes and under the common law of this State authorizing the appointment of a receiver, and particularly all of the powers and authority granted in TEX. INS. CODE Art. 21.28 et seq. and Art. 64.001 V.A.T.S. et seq., and as representative of Defendant, its policyholders, claimants and creditors, to preserve, protect, and recover any assets or property of Defendant, including claims or causes of action belonging to or that may be asserted by Defendant.

3) The Temporary Receiver is further authorized and directed to file, prosecute and defend or settle any suit or suits heretofore filed or which may hereafter be filed by or against Defendant deemed by the Temporary Receiver to be necessary to protect any of the interested parties or any property affected thereby, and to preserve all property and assets of Defendant for the benefit of

the receivership estate and its insureds.

4) As provided by Article 21.28, the Temporary Receiver is empowered to conduct the business of Defendant and to employ and authorize the compensation of legal counsel, accountants, clerks, and such assistants, as he deems necessary, and to authorize the payment of the administrative expenses of the receivership estate, to be paid out of the funds or assets of the Defendant in the possession of the Temporary Receiver or coming into his possession.

5) It is ORDERED that the receiver appointed herein shall be authorized to supervise, dismiss, and exclude any or all of the employees, officers and directors of the Defendant, or any one of them, and to employ such necessary employees, and to pay their salaries and fees out of the funds or assets of Defendant as he deems to be necessary in the enforcement of his duties.

6) The Temporary Receiver appointed herein is authorized to receive, collect, control, open and review all mail addressed in any manner to the Defendant;

7) The Temporary Receiver appointed herein is authorized to control and secure all property, books, records, assets and other items of the defendant in any manner as he

deems and is authorized to remove such property, books, records, assets and other items of Defendant from the Defendant's premises as he deems necessary and appropriate in his sole discretion;

It appears that Stephen S. Durish, as Liquidator for the State Board of Insurance, has previously made the statutory bond payable to the State of Texas for the benefit of the receivership estates under his supervision, conditioned upon the faithful performance of his duties as Receiver, and it is ORDERED that additional bond by Stephen S. Durish as Temporary Receiver is not necessary. Stephen S. Durish shall take an oath that he will faithfully perform the duties of Temporary Receiver in this cause and upon the taking of such oath and the filing of it, the Temporary Receiver will be fully qualified and empowered to take charge of all of the assets and other properties of the Defendant in the manner herein provided and to function as Temporary Receiver herein. IT IS FURTHER ORDERED that this Order directing the Temporary Receiver to take possession of the affairs and assets of the Defendant shall continue in full force and effect until further Order of this Court.

IV.

Other Orders

No bond being required by the State of Texas, this Temporary Injunction shall issue and become effective immediately; and Stephen S. Durish, as Temporary Receiver,

shall carry out his duties in accordance with the terms of the above Order.

IT IS FURTHER ORDERED that this Temporary Injunction here and now granted shall continue in effect by Order of this Court until the hearing on the Permanent Injunction. Hearing on Plaintiff's Application for a permanent Injunction is set for the 9th day of April, 1990, at 2:00 o'clock P.m., at which time the Court shall also consider whether the appointment of Stephen S. Durish as Temporary Receiver shall be continued permanently.

All of the foregoing is subject to further orders of this Court.

SIGNED at Austin, Travis County, Texas on this the 19th day of October, 1989, at 3:00 o'clock P.m.

DISTRICT JUDGE PRESIDING

I, JOHN DICKSON, District Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on Oct. 20, 1989.

JOHN DICKSON, DISTRICT CLERK
By Deputy: Lucinda A. Brown

AS PER ORIGINAL

24

41 1843

R E S O L U T I O N

W H E R E A S, the Fort Bend County Commissioners' Court recognized the need for a Jail Chaplain to assist and support the families of inmates and the inmates themselves who are incarcerated in the Fort Bend County Jail; and;

W H E R E A S, the Jail Chaplain provides Religious, Alcohol and Drug Abuse Counseling for groups of inmates as well as individually, and;

W H E R E A S , the mission of the Fort Bend County Jail Chaplaincy Council is to provide the inmates with a Chaplain that can aid and provide assistance for their many needs.

NOW, THEREFORE, be it Resolved, that the Commissioners' Court of Fort Bend County, upon motion by Commissioner Denham seconded by Commissioner Pressley, duly put and carried, supports the declaration of Sunday, April 29, 1990, as Fort Bend County Jail Chaplaincy Sunday for the support in raising funds needed to maintain the Jail Chaplain.

Passes and approves this_____day of April, 1990.

IN WITNESS WHEREOF, we have hereto set our hand and have caused the Official Seal of the County of Fort Bend to be affixed this_____ day of April, 1990.

JODIE E. 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

28/1

Mary Ann Grayless, CIC
Grayless Insurance Agency
P.O. Box 400
Richmond, Texas 77469
(713)342-8127

41 1849

Fort Bend County Judge
Jodie E. Stavinoha
Fort Bend County Court House
Richmond, Texas 77469

March 12, 1990

Dear Sir:

My agency is submitting a bid for the Public Employees Blanket Bond for Fort Bend County with Lawyers Surety Corporation, a member company of Old Republic Surety Group. The company is rated "A" by the A. M. Best Company.

The bond will be issued on the standard regulated bond form for Public Employees Blanket Coverage. All features that you specified are to be covered. Either limit of liability that you chose will have a $1,000 deductible.

The only major exception is that the company will not cover the Sheriff's Department for Faithful Performance due to the high exposure for false arrests that law enforcement agencies tend to have. But, the County can purchase a separate policy with Lawyers Surety which will cover the Sheriff's Department for blanket honesty only for a limit of $25,000 with a $1,000 deductible. The premiums are as follows:

For $50,000 of coverage the premium for one year is $2,173.00.
The three year premium is $6,519.00.

1990-92 For $100,000 of coverage the premium for one year is $2,736.00.
The three year premium is $8,208.00.

For $25,000 of honesty coverage for the Sheriff's Department only, is $1,625.00 for an annual premium and $4,875.00 for the three year policy.

If the County would be interested in finding a policy for faithful performance for the Sheriff's Dept. I would be able to approach other markets for that coverage.

I have been a licensed agent for the past 16 years and meet all of the qualifications that you asked for in your bidding specifications.

If there are any further questions, please advise. Thank You.

Sincerely,

Mary Ann Grayless

Mary Ann Grayless, CIC

PUBLIC EMPLOYEES BLANKET BOND

ONLY ONE AGENCY SUBMITTED A BID FOR THIS TYPE OF COVERAGE

GRAYLESS INSURANCE AGENCY
P. O. BOX 400
RICHMOND, TEXAS 77469

COMPANY: LAWYERS SURETY CORPORATION "A" RATED

BOND DOES NOT COVER THE SHERIFF'S DEPARTMENT FOR FAITHFUL PERFORMANCE DUE TO HIGH EXPOSURE FOR FALSE ARREST THAT LAW ENFORCEMENT AGENCIES TEND TO HAVE. MARY ANN IS IN THE PROCESS OF TRYING TO OBTAIN THIS COVERAGE FOR THE SHERIFF'S DEPARTMENT. IF THIS BID IS NOT ACCEPTED ALL COUNTY OFFICES EXCEPT THE COUNTY TREASURER'S OFFICE AND THE TAX OFFICE WILL NOT BE COVERED FOR ANY DISAPPEARANCE OF COUNTY FUNDS OR EQUIPMENT BY COUNTY EMPLOYEES.

COVERAGE	ONE YEAR PREMIUM	THREE YEAR PREMIUM
$50,000	$2,173	$6,519
$100,000	$2,736	$8,208

THESE PREMIUMS COVER ALL COUNTY EMPLOYEES EXCEPT THE SHERIFF'S DEPARTMENT TO COVER THE SHERIFF'S DEPARTMENT FOR HONESTY COVERAGE THE PREMIUMS LISTED BELOW SHOULD BE ADDED TO THE ABOVE PREMIUMS.

COVERAGE	ONE YEAR PREMIUM	THREE YEAR PREMIUM
$25,000	$1,625	$4,875

Decided not to have

28(2)

Texas

41 1851

Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS
County of Fort Bend } ss

KNOW ALL MEN BY THESE PRESENTS:

BOND No. OFF- 13322032

That we, Ozell Love, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto[1] Precinct 2, his successors in office, in the sum of[2] Two thousand and no/100---------- ($ 2,000.00) DOLLARS,
(NOT VALID IF FILLED IN FOR MORE THAN $50,000.00)
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 19 day of March, 19 90.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 19 day of March, 19 90, duly Appointed (Elected-Appointed) to the office of Deputy for a term of 1 year beginning the 19 day of March 1990 and ending the 19 day of March 1991, in and for[3] Fort Bend County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall[4]

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

Ozell Love
Principal

WESTERN SURETY COMPANY

By [signature]
President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Fort Bend } ss

Before me, Diane Reifel on this day, personally appeared Ozell Love, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office at Stafford, Texas, this 19 day of March, 19 90.

Diane Reifel

SEAL

Fort Bend County, Texas

COMPLAINT NOTICE: Should any dispute arise about your premiums or about a claim that you have filed, contact the agent or write to the company that issued the bond. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

Form 862 — 9-87

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

41 1852

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19___.

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, Ozell Love, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; 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 Ozell Love

Sworn to and subscribed before me at Stafford, Texas, this 19 day of March, 19 90

Diane Reifel

SEAL

Fort Bend County, Texas

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date _____, 19___

Dianne Wilson Clerk

Bob Lutts County Judge, PRO-TEM

County Court _____ County

_____ County, Texas

29. CONSIDER APPROVAL OF RESERVE DEPUTY OZELL LOVE, ALONG WITH BOND AND OATH, FOR PRECINCT 2 CONSTABLE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize bond & oath for reserve deputy Ozell Love, as requested by Constable Ray Breeding. (Recorded in minutes in full)

30. ADJOURNMENT:

Commissioners Court adjourned at 2:50 p.m. Monday, April 23, 1990.

BID OPENING
Monday, April 30, 1990

OPEN BIDS FOR RENTAL OF BROS. MODEL LSPRM8A STABILIZER MIXER:

The following were presented for review.

A) R.B. AVERETT

B) CONLEY-LOTT-NICHOLS MACHINERY CO.

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.

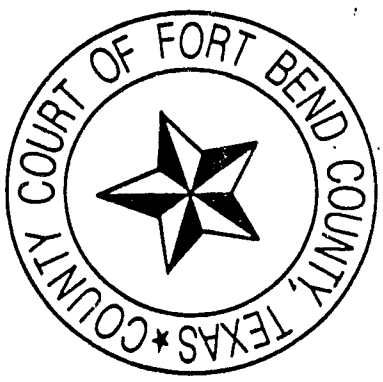
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON JUNE 11, 19 90.

STARTING WITH
FILM CODE NO. 90Vol.41Pg. 1723

ENDING WITH
FILM CODE NO. 90Vol.41Pg. 1854



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Betty Fulgham
BETTY FULGHAM DEPUTY

FILM TITLE PAGE FOR

COMMISSIONERS COURT MINUTES

FORT BEND COUNTY, TEXAS

INSTRUMENTS AFFECTING COMMISSIONERS COURT MINUTES WHICH WERE FILMED IN THE OFFICE OF THE COUNTY CLERK OF FORT BEND COUNTY, TEXAS, ON 31 DAY OF JULY, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 1856.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez DEPUTY

MELISSA RODRIGUEZ

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, MAY 7, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meetings of April 23 & April 30, 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. Consider service/maintenance agreements for County equipment.

6. Consider historical site exemptions for the following: (1) Darst Home, 300 S. 9th, Richmond; (2) Trone-Ray-Lane House, 1314 Third, Rosenberg; (3) Teague-Waddell House, 1810 Ave. M, Rosenberg; (4) George Ranch Headquarters Park.

7. Mr. Raymond Shindler, re: drainage easement on property at Dewalt.

8. Consider the following for Fort Bend Flood Control Water Supply Corp.:

   A. Adopt resolution approving final purchase prices for land required for the flood control imporvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run; and authorize the Corp. to take all necessary action to acquire such land, including filing condemnation proceedings.

   B. Adopt 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 authorize the Corp. to take all necessary action to obtain such environmental assessment.

   C. Adopt resolution approving execution of construction contract for Flat Bank Creek Channel Improvement Project.

   D. Adopt resolution approving execution of construction contract for Flat Bank Creek Diversion Project.

   E. Adopt resolution approving execution of construction contract for Steep Bank Creek Project.

9. Consider letter of support to State Dept. of Highways & Public Transportation regarding the widening of State Hwy. 6.

10. Consider approval of resolution and policy for acceptance of certain County roads.

11. Consider agreement with Comdata Network Inc. for credit card services for E.M.S.

12. Consider replat for First Colony M.U.D. #5, Sec. 1, Pct. 4.

13. Consider approving replat for Chelsea at Mission Bend, Pct. 3.

14. Set public hearings for installation of the following in Pct. 3: (1) traffic control devices at Dulles Ave. & Cartwright Rd.; (2) "no parking" signs at M.E. Ambrose Park.

15. Consider rebudgeting $430 into Personnel Dept.'s conference line item.

16. Record fee officers' annual report.

17. Consider advertising for bids for the following: (1) 2 or more 1/2-ton pickups, 10 day delivery; (2) construction of Pct. 2 facility at Needville.

18. Consider reclassification of personnel in Pct. 1, Pct. 2 and Engineering Dept.

19. Consider application from Sugar Land Telephone to install cable along Pecan Dr., Pct. 3.

20. Consider application from Fort Bend Telephone to install cable along Tierra Grande Dr., Pct. 2.

21. Consider application from Star Cable Assoc. to install cable under or along Knight Rd., McKeever Rd. & Michael Wayne Rd., Pct. 2.

22. Consider application from Prime Cable to install cable under & along streets in Colony Oaks, Sec. 1; Colony Meadow, Sec. 1; and Clayton's Bend, Sec. 1&2, Pct. 4.

23. Consider application from Texas Capital Bank/Fort Bend to install culverts parallel with Fairchilds Creek II-B-10-1, Pct. 1.

24. Consider application from Uticon Inc. to lay sewer lines under & along several streets in Arcola area, Pct. 2.

25. Consider application from Willow Fork Assoc. Ltd. to construct 2 monuments off Fry Rd., Kelliwood Sub., Pct. 3.

26. Consider application from Addicks Services Inc. to construct a 42" diameter inlet structure from a 40' drainage easement into Ditch M, Pct. 4.

27. Consider application from Earth Tone Development Inc. to install new 6" sch. 40 sleeves & bore under Westheimer Pkwy. for sprinkler system, Pct. 3.

28. Consider application from Conway Hall Sprinkler Co. to install new 6" sch. 40 sleeves & bore under Cinco Blvd. for sprinkler system, Pct. 3.

29. Consider application from Yousee Irrigation Inc. to install new 6" sch. 40 sleeves & bore under Peek Rd. for sprinkler system, Pct. 3.

30. Consider accepting letter of credit amendments for Old Mill Park Retail Center, Commercial Reserves A,B,B1&E, Pct. 3, and for Colony Woods, Sec. 1, Pct. 4.

31. Consider accepting pavement bond from Pacific Enterprises Oil Co. (USA) in the amount of $5,000 for 120 days beginning 4-4-90, Pct. 2.

32. Consider taking action on the following bids: (1) modification of existing movable shelving and the purchase & installation of an electronic storage and retrieval system and clustered workstations (#90-017); (2) rental of one Bros Model LSPRM8A stabilizer mixer (#90-058).

33. Approve County Treasurer's quarterly report.

34. Approve bills for Fort Bend Flood Control Water Supply Corp.

35. Consider accepting streets in The Grove, Sec. 8, Pct. 4 into the County road maintenance system and release bond.

36. Meet in Closed Session to discuss litigation (child support case) and personnel (wage classification), as authorized by Art. 6252-17, Sec. 2(e,g), V.T.C.S., and consider taking action.

37. 1:30 p.m. - Open and consider bids for the following: (1) rental of work uniforms (#90-038); (2) maintenance service for Hewlett Packard printers (#90-045); (3) bridge materials (#90-046); (4) culverts (#90-047); (5) weed, brush & insect control materials (#90-048).

38. Approve bills.

39. Adjournment.

FILED FOR RECORD
TIME 3:00 ~~A.M.~~ P.M.
MAY 3 1990
Diane 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, May 3, 1990 at 3:10 p.m. by D. Lindsey.

FORT BEND PARKWAY ROAD DISTRICT

NOTICE OF MEETING

Notice is hereby given that the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend Parkway Road District, will hold a special meeting on Monday, May 7, 1990, at 11:00 o'clock a.m., in the Commissioners Court Room on the 1st floor of the Fort Bend County Courthouse Annex, 500 Jackson Street, Richmond, Texas 77469 for the following purposes:

1. Consider and possibly take action on an Order requesting the Fort Bend Central Appraisal District to provide a January 1, 1990 estimate of value for taxable property within the boundaries of the District

2. Consider and possibly take action on an Order authorizing TaxTech and its representatives to act on behalf of the District on matters dealing with the Fort Bend Central Appraisal District

3. Consider and possibly take action on an order accepting the property owners' waivers of agricultural use designation for the District

4. Consider and possibly take action on an order designating a Records Management Officer

FILED FOR RECORD
TIME 9:00 ~~A.M.~~ P.M.
MAY 3 1990

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

(SEAL)

Diane Wilson
County Clerk, Fort Bend Co., Tex

Posted 3:10 p.m. / M. Landry

0189:2173
\FBRD1\AGENDA

NOTICE OF MEETING

FORT BEND COUNTY COMMISSIONERS COURT will meet on Thursday, May 10, 1990 at 3:00 p.m. at 1004 Blume Rd., Rosenberg, Texas to tour the recently-purchased Drainage District facilities and to discuss allocation of office space.

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

This notice of meeting was posted at the Courthouse and Jane Long Annex, Richmond, Texas, on Monday, May 7, 1990 at 12:40 p.m. by D. Landry.

FILED FOR RECORD
TIME 12:30 ~~A.M.~~ P.M.
MAY 7 1990
Diane Wilson
County Clerk, Fort Bend Co., Tex

SPECIAL SESSION

BE IT REMEMBERED That on this 7TH day MAY, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session 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. APPROVE MINUTES OF MEETINGS OF APRIL 23 & APRIL 30, 1990:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve minutes of April 23, 1990 with corrections to #8 & #28 and April 30, 1990.

2. APPROVE CHANGES IN DEPOSITORY PLEDGE CONTRACTS:

None

3. APPROVE LINE ITEM TRANSFERS IN BUDGETS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve line item transfer for ADULT PROBATION. (Recorded in minutes in full)

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

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out of town travel request for COMMISSIONER #2, COUNTY CLERK, 328TH DISTRICT COURT, LIBRARY, EXTENSION AGENT, DISTRICT ATTORNEY, PURCHASING, 240TH DISTRICT COURT, HEALTH, JUSTICE OF THE PEACE #2, PL.1, AUDITOR and COUNTY ENGINEER. (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 agreement for COUNTY CLERK (Pitney Bowes for mailing machine) and EMS (Physcio Control Maintenance).

6. CONSIDER HISTORICAL SITE EXEMPTIONS FOR THE FOLLOWING: (1) DARST HOME, 300 S. 9TH, RICHMOND; (2) TRONE-RAY-LANE HOUSE, 1314 THIRD, ROSENBERG; (3) TEAGUE-WADDELL HOUSE, 1810 AVE. M, ROSENBERG; (4) GEORGE RANCH HEADQUARTERS PARK:

Moved by Commissioner Lutts, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve historical site exemptions for Darst home, 300 S. 9th, Richmond; Trone-Ray-Lane House, 1314 Third, Rosenberg; Teague-Waddell House, 1810 Ave. M, Rosenberg and George Ranch Headquarters Park. (Recorded in minutes in full)

AS PER ORIGINAL

RECEIVED
MAY 4 1990
COUNTY AUDITOR

41 1861

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1990

On this the _____day of _____, 1990, 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 December 11, 1989, the Court heard and approved a budget for the year 1990 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1990, adopted on December 11, 1989.

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)
10 0000 171010 (Line Item)	25014.00	24914.00	(100.00)
10 0000 171062	700.00	800.00	100.00

Department Head: [signature] Date: 5-4-90

FORT BEND COUNTY

BY: [signature]
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

41 1862

RECEIVED MAY 7 1990

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

Mr. Nathan Watson-Ft. Bend Pct. #2

Mr. L. Mickey-Ft. Bend Extension Serv.

DATE OF DEPARTURE: May 15, 1990

DATE OF RETURN: May 16 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: Redistricting for Local Governments Seminar

MODE OF TRANSPORTATION: County Vehicle

****

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

DATE: April 30, 1990

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/7/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

Fund 74 & 0701
State & County
funds
41 1863

COUNTY OF FORT BEND

RECEIVED
APR 30 1990
COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure 7-5-90

Date of Return 7-18-90

Purpose of Trip: Certification in Court Management — Phase II

Places to be Visited: Steamboat Springs, Colorado

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

Dianne Wilson
Name

County Clerk
Title

Date

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5/7/90
Date

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

41 1864

RECEIVED
MAY 3 1990
COUNTY

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:

_____ _____

_____ _____

_____ _____

DATE OF DEPARTURE: MAY 23, 1990

DATE OF RETURN: ~~MAY 26, 1990~~

DESTINATION: SAN ANTONIO, TEXAS

PURPOSE OF TRIP: ADVANCED WORKERS' COMPENSATION SEMINAR

_____

MODE OF TRANSPORTATION: PERSONAL AUTO

****

DEPARTMENT HEAD APPROVAL: C. A. DICKERSON
JUDGE OT THE 240TH JUDICIAL DISTRICT COURT
Name & Department

DATE: 5/3/90

C. A. Dickerson
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5/7/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1865

MAY 3 1990

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:

Edna Platte

W. Von-Maszewski

Lori Lessey

DATE OF DEPARTURE: July 11, 1990

DATE OF RETURN: July 11, 1990

DESTINATION: University of Houston at Clear Lake

PURPOSE OF TRIP: To attend workshop entitled "When Disaster Strikes! A Planning Workshop for Libraries".

MODE OF TRANSPORTATION: personal auto

****

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

DATE: 5-2-90

R. S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5/7/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

APR 27 1990
COUNTY JU

FORT BEND COUNTY
TRAVEL AUTHORIZATION

41 1866

TO: COMMISSIONERS COURT

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

Nancy Drake, R. N.

Diane Guest

DATE OF DEPARTURE: May 2, 1990

DATE OF RETURN: May 3, 1990

DESTINATION: Austin, Texas The Drurey Inn

PURPOSE OF TRIP: To attend a called workshop for performance based contracts with the Texas Department of Health.

MODE OF TRANSPORTATION: Personal auto.

****

DEPARTMENT HEAD APPROVAL: Fort Bend County Health-W. E. Culpepper, M. D.
Name & Department

DATE: 04/27/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5/7/90

(Emergency Approval: J Stavinoha Date 4/30/90)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 1867

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
APR 30 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Bouche Mickey

DATE OF DEPARTURE: May 7, 1990, 5:00 p.m.

DATE OF RETURN: May 9, 1990, 8:00 p.m.

DESTINATION: District 8 Extension Office, Stephenville, Texas

PURPOSE OF TRIP: Attend District Community Development Training Meeting

MODE OF TRANSPORTATION: Personal Auto

****

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

DATE: April 27, 1990

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/7/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1868

FORT BEND COUNTY

TRAVEL AUTHORIZATION

RECEIVED APR 30 1990 COUNTY JUDGE

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

Shirley M. Brown

DATE OF DEPARTURE: August 1, 1990

DATE OF RETURN: August 4, 1990

DESTINATION: J. W. Marriott Hotel, Houston, Texas

PURPOSE OF TRIP: To participate in TAEHE State Meeting for professional improvement

MODE OF TRANSPORTATION: Personal Vehicle

****

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

DATE: 4/26/90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5/7/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1869

RECEIVED
APR 27 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure 6/6/90

Date of Return 6/9/90

Purpose of Trip: State Bar Convention

Places to be Visited: DALLAS

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

Name

4/25/90
Date

Judge, 328th District Court
Title

* *

Approved: Commissioners' Court

County Judge

5/7/90
Date

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

41 1870

RECEIVED
APR 30 1990
COUNTY JUDGE

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:

Judge R. George Molina

DATE OF DEPARTURE: May 20, 1990

DATE OF RETURN: May 29, 1990

DESTINATION: San Angelo, Texas

PURPOSE OF TRIP: 1 day Seminar on Inquest and Region 9 Twenty Hour Justice of the Peace Training course

MODE OF TRANSPORTATION: Personal auto

****

DEPARTMENT HEAD APPROVAL: R. George Molina, Justice of the Peace 2-1
Name & Department

DATE: 4-24-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/7/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

RECEIVED APR 27 1990 COUNTY JUDGE

FORT BEND COUNTY
TRAVEL AUTHORIZATION

41 1871

RECEIVED APR 25 1990 COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Robert Grayless

DATE OF DEPARTURE: May 15, 1990

DATE OF RETURN: May 18, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: To attend Thirty-second County Auditor's Institute

MODE OF TRANSPORTATION: Personal Vehicle

****

DEPARTMENT HEAD APPROVAL: Robert Grayless County Auditor
Name & Department

DATE: April 24, 1990

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/1/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 1872

RECEIVED
APR 24 1990
COUNTY JUDGE

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:

David Bosserman

DATE OF DEPARTURE: May 8, 1990

DATE OF RETURN: May 10, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: DWI - Driver Improvement Seminar - Dept. of Public Safety

MODE OF TRANSPORTATION: Auto

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick - Crim. Dist. Attorney
Name & Department

DATE: 4-23-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5/7/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 1873

RECEIVED
MAY 1 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Ronald D. Drachenberg

Period: Date of Departure May 13, 1990

Date of Return May 17, 1990

Purpose of Trip: IBM GFIS USERS GROUP SPRING WORKSHOP

Places to be Visited: Salt Lake City, Utah

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

Ronald D. Drachenberg, P.E., R.P.S.
Name

April 30, 1990
Date

Fort Bend County Engineer
Title

* *

Approved: Commissioners' Court

County Judge

5/7/90
Date

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

41 1874

RECEIVED MAY 1990 COUNTY JU

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:

Gilbert D. Jalomo, Jr.
Assistant Purchasing Agent

NONE OTHERS

DATE OF DEPARTURE: May 15, 1990

DATE OF RETURN: May 18, 1990

DESTINATION: University of Texas at Austin

PURPOSE OF TRIP: Attend 32nd County Auditors' Institute

MODE OF TRANSPORTATION: Personal vehicle

****

DEPARTMENT HEAD APPROVAL: Purchasing
Name & Department

DATE: 5-1-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/1/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 1875 6

M A R S H A P. G A I N E S
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: May 3, 1990

Reference: Commissioners Court Agenda

Please place the following on Commissioners Court Agenda for May 7, 1990.

1. Consider the following requests for Historical Site Exemptions:

   A. Teague-Waddell House - 1810 Ave M, Rosenberg
   B. Trone-Ray-Lane House, Rosenberg
   C. Darst House, Richmond
   D. George Ranch Headquarters Park

AGENDA ITEM

6

41 1876

April 20, 1990

Fort Bend County

Subject: Historic Site Property Tax Exemption 1990
Darst Home
300 South 9th Street
Richmond, Texas

Gentlemen:

I again respectfully submit herewith an Application for 100 Percent Tax Exemption for the Historic Darst Home, Richmond, Texas. Attached for your review is the request for 1987 along with a current application for historic site property tax exemption for 1990.

I sincerely appreciate your kind attention to this request and trust it will merit your favorable approval.

Sincerely,

Paul G. Johnston

Paul G. Johnston
342-4506

41 1877

April 24, 1987

Fort Bend County
500 Jackson Street
Richmond, Texas 77469
Honorable Jodie Stavinoha, County Judge
Honorable Members of Commissioners Court

Subject: Historic Site Property Tax Exemption 1987
Darst Home
300 South 9th St.
Richmond, Texas

Gentlemen:

I respectfully submit herewith an Application for 100 percent Tax Exemption for the Historic Darst Home, Richmond, Texas. The home is completely renovated and has been recorded a Texas Historical Landmark. I have resided there as my homestead for the past eight years and have on occasions opened the home to public functions involving the Fort Bend County Historical and Museum Societies. It is my intention to use the tax abatement monies for the continual up keep of the grounds and outside structure.

The property is recorded in Fort Bend County records as Volume 1323 pp 653, Volume 1362 pp 434, Volume 800 pp 220, Volume 800 pp 435 and separated into two account numbers. The property has been separated by the C.A.D. between the homestead and the business.

I sincerely appreciate your kind attention to this request and trust it will merit your favorable approval.

Sincerely,

Paul G. Johnston
342-4506

Attachments:
1. Application for Tax Exemption
2. Texas Tax Code 11.24 -
Historic Sites

Fort Bend Central Appraisal District
One Fluor Drive, BLDG. B, Suite 200
P.O. Box 5007
Sugar Land, Texas 77487-5007
(713) 263-4500

41 1878

application for historic site property tax exemption for 19 90

This application covers property you owned on January 1 of this year. You must file the completed application between January 1 and May 1 of this year. Be sure to attach any additional documents requested. You must apply for this exemption every year; it will not be automatically renewed.

Owner's name and address

Owner's name: PAUL G. Johnston

Present mailing address (number and street): 300 So. 9th st

City, town or post office, state, zip code: Richmond Texas 77469

Telephone number: 342-4506

Owner is a(n) ☒ individual ☐ association ☐ corporation ☐ non profit corporation

Describe the property

Legal description:
Lots 8-14, No 30' of 1-7 - Blk 104
City of Richmond, Fort Bend Co - Texas

List taxing units that have granted an exemption on the property

(attach copy of each order granting exemption)

Taxing unit	amount or %	Taxing unit	amount or %
LAMAR CONSOL. I.S.D.	100		
Fort Bend Co.	100		

Has the Texas Historical Commission designated this property a recorded Texas historical landmark? (attach copy of order) ☒ Yes ☐ No

Has every taxing unit listed above designated this property a recorded Texas historical landmark or a historic site in need of tax relief? (attach copy of each ordinance) ☐ Yes ☐ No

Sign and date

Signature: Paul G Johnston

Date: April 20th 1990

On behalf of (name of organization):

Title:

Under Section 37.10, Texas Penal Code, if you make a false statement on this application, you could receive a jail term of up to 1 year and a fine of up to $2,000, or a prison term of 2 to 10 years and a fine of up to $5,000.

CITE V. T.C.A., TAX CODE § 11.24

§ 11.24. Historic Sites

The governing body of a taxing unit by official action of the body adopted in the manner required by law for official actions may exempt from taxation part or all of the assessed value of a structure and the land necessary for access to and use of the structure, if the structure is:

(1) designated as a Recorded Texas Historical Landmark by the Texas Historical Commission and by the governing body of the taxing unit; or

(2) designated as a historically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit.

Historical Note

Prior Law:

Acts 1977, 65th Leg., p. 950, ch. 358, § 1.
Vernon's Ann.Civ.St. art. 7150l.

Law Review Commentaries

Annual survey of Texas law: Taxation. Katherine C. Hall and Charles M. Meadows, Jr., 34 Southwestern L.J. (Tex.) 557 (1980).

Preserving historic landmarks in Texas: A role for cities? 31 Baylor L.Rev. 537 (1979).

Library References

Taxation ⟹213.

C.J.S. Taxation §§ 251, 253, 259, 260.

Note:

Nov. 1986 - Texas Medalion Page 2
do Not have To open To public

6/1

41 1880

M A R S H A P. G A I N E S
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: May 4, 1990

Subject: Historical Exemption for The Darst Home

Item number 6 on Commissioners Court agenda for May 7, 1990 pertains to granting a historical exemption for The Darst Home for 1990, owned by Mr. Paul Johnston, tax account .901-7395-00-104-0011.

1989 exemption information is:

1989	Total Taxable Value	$ 160,888.00
1989	Tax Dollars	$ 839.72

1990 exemption information is:

1990	Total Taxable Value (Per Central Appraisal District Terminal)	$ 160,888.00
1990	Tax Dollars Estimated (Using 1989 tax rate)	$ 840.96

The Darst Home has received the historical exemption for the years 1987 thru 1989.

6/2

41 1881

M A R S H A P. G A I N E S
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: May 4, 1990

Subject: Historical Exemption for The Trone-Ray-Lane House

Item number 6 on Commissioners Court agenda for May 7, 1990 pertains to granting a historical exemption for The Trone-Ray-Lane House for 1990, owned by Milton R. Lane, tax account .901-8865-00-016-0186.

1989 exemption information is:

1989	Total Taxable Value	$ 17,424.00
1989	Tax Dollars	$ 91.07

1990 exemption information is:

1990	Total Taxable Value (Per Central Appraisal District Terminal)	$ 17,424.00
1990	Tax Dollars Estimated (Using 1989 tax rate)	$ 91.07

The Trone-Ray-Lane House has received the historical exemption for the years 1985 thru 1989.

6/3

41 1882

M A R S H A P. G A I N E S
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: May 4, 1990

Subject: Historical Exemption for The Teague-Waddell House

Item number 6 on Commissioners Court agenda for May 7, 1990 pertains to granting a historical exemption for The Teague-Waddell House for 1990, owned by Mr. and Mrs. Edward Cichowski, tax account .901-7395-00-104-0011.

1989 exemption information is:

1989	Total Taxable Value	$ 85,128.00
1989	Tax Dollars	$ 443.73

1990 exemption information is:

1990	Total Taxable Value (Per Central Appraisal District Terminal)	$ 85,128.00
1990	Tax Dollars Estimated (Using 1989 tax rate)	$ 443.73

The Teague-Waddell Home received the historical exemption for the year 1989.

6/4

41 1883

M A R S H A P. G A I N E S
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: May 4, 1990

Subject: Historical Exemptions for The George Foundation

Item number 6 on Commissioners Court agenda for May 7, 1990 pertains to granting historical exemptions for The George Ranch Headquarters, for the 1990 tax year.

The 1989 exemptions were granted on the following four accounts:

.901-0041-00-000-0011	.901-0056-00-000-0051
.901-0337-00-000-0011	.901-0368-00-000-0011

1989 Total Taxable Value	$ 3,288,345.00
1989 Tax Dollars	$ 17,188.18

Granting the 1990 exemptions on the four accounts listed above will breakdown as follows:

1990 Total Taxable Value (Per Central Appraisal District Terminal)	$ 3,234,545.00
1990 Tax Dollars Estimated (Using 1989 tax rate)	$ 16,906.97

The George Foundation has received the historical exemption for the years 1986 thru 1989.

7. MR. RAYMOND SHINDLER, RE: DRAINAGE EASEMENT ON PROPERTY AT DEWALT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone as requested by Timothy Brown representing Raymond Shindler and Joe Allen representing Vinson & Elkins.

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

a) Adopt resolution approving final purchase prices for land required for the flood control improvements to Flat Bank Creek, Middle Oyster Creek and Stafford Run; and authorize the Corp. to take all necessary action to acquire such land, including filing condemnation proceedings:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone as requested by Tim Brown representing Raymond Shindler and Joe Allen representing Vinson & Elkins.

b) Adopt 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 authorize the Corp. to take all necessary action to obtain such environmental assessment:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve resolution approving proposal for Phase I environmental assessment as presented by Joe Allen representing Vinson & Elkins and Sam Kruse, Jr. representing Lichliter Jameson & Associates.

c) Adopt resolution approving execution of construction contract for Flat Bank Creek Channel Improvement Project:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to adopt resolution approving execution of construction contract with Star Concrete Construction Inc. in the amount of $954,067.00 for Flat Bank Creek Channel Improvement Project, as presented by Joe Allen representing Vinson & Elkins and Sam Kruse, Jr. representing Lichliter/Jameson & Associates.

d) Adopt resolution approving execution of construction contract for Flat Bank Creek Diversion Project:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to adopt resolution approving execution of construction contract with Lonnie Lischka Co. in the amount of $2,034,816.65 for Flat Bank Creek Diversion Project, as presented by Joe Allen representing Vinson & Elkins and Sam Kruse, Jr. representing Lichliter/Jameson & Associates.

e) Adopt resolution approving execution of construction contract for Steep Bank Creek Project:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to adopt resolution approving execution of construction contract with Affolter Contracting Co., Inc. in the amount of $1,557,228.17 for Steep Bank Creek Project, as presented by Joe Allen representing Vinson & Elkins and Sam Kruse, Jr. representing Lichliter/Jameson & Associates.

9. CONSIDER LETTER OF SUPPORT TO STATE DEPT. OF HIGHWAYS & PUBLIC TRANSPORTATION REGARDING THE WIDENING OF STATE HWY. 6:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to send letter of support as suggested by the Fort Bend Chamber of Commerce to State Dept. of Highways & Public Transportation regarding the widening of State Hwy. 6.

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 7 day of May, 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 None.

Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION APPROVING PROPOSALS 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 ASSESSMENTS

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 PROPOSALS 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 ASSESSMENTS

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 proposals for the environmental assessments; and

WHEREAS, on April 25, 1990, the Board of Directors of the Corporation authorized requesting the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), to approve the proposals for a phase I environmental assessment of certain land submitted by Associated Environmental Consultants, Inc., in connection with acquisition of land for the Project; and to authorize the Corporation to take all necessary action to obtain such environmental assessments; 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 proposals for a phase I environmental assessment submitted by Associated Environmental Consultants, 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 assessments.

PASSED AND APPROVED this ____ day of _____, 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:\WP05FBFC\COMM-CRT\RES\FAZ1-ASS.AEC

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 PROPOSALS 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 ASSESSMENTS

adopted by said Commissioners Court at a meeting, open to the public, held on the 7 day of May, 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 7 day of May, 1990.

DIANNE WILSON, County Clerk and
Ex-Officio Clerk of
Commissioners Court

By Dianne Wilson

(SEAL)

A:\WP05FBFC\COMM-CRT\RES\FAZ1-CLK.CRT

41 1889

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 7 day of May, 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 None.

Whereupon, among other business, the following was transacted at said meeting.

RESOLUTION APPROVING EXECUTION OF CONSTRUCTION CONTRACT FOR FLAT BANK CREEK CHANNEL IMPROVEMENT PROJECT BETWEEN FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION AND STAR CONCRETE CONSTRUCTION

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:

A:\WP05FBFC\CNSTRK-K.APP\STAR

FORT BEND COUNTY, TEXAS

RESOLUTION APPROVING EXECUTION OF CONSTRUCTION CONTRACT FOR FLAT BANK CREEK CHANNEL IMPROVEMENT PROJECT BETWEEN FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION AND STAR CONCRETE CONSTRUCTION

WHEREAS, the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), as the governing body of Fort Bend County, Texas, duly created by resolution adopted on February 23, 1987, the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to provide financing of flood control and drainage improvements in Fort Bend County, Texas, pursuant to Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"); and

WHEREAS, the Commissioners Court approved by resolution on April 10, 1989, the issuance of revenue bonds by the Corporation to acquire, construct and maintain with the proceeds of such bonds certain flood control facilities and drainage improvements which will be located in and along the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds in Fort Bend County, Texas (the "Project"), for the benefit of the County and the Fort Bend County Drainage District; and

WHEREAS, said resolution adopted by the Commissioners Court on April 10, 1989, authorized the County Judge, County Auditor, Commissioners Court, County Clerk and the other officials of the Commissioners Court, jointly and severally, to execute and deliver such contracts, endorsements, instruments, certificates, documents or papers necessary and advisable and to take such actions as are necessary to carry out the intent and purposes of said Resolution; and

WHEREAS, the Corporation's engineers advertised, through due public notice, for bids for the Flat Bank Creek Channel Improvement Project; and

WHEREAS, Star Concrete Construction (the "Company") was the successful bidder; NOW, THEREFORE,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

SECTION 1. AUTHORIZATION OF CONTRACT. The Commissioners Court hereby approves the execution by the officers of the Corporation of the contract for the Flat Bank Creek Channel Improvement Project, between the Corporation and the Company, attached hereto. The Commissioners Court hereby approves the form, terms and provisions of said Contract between the Corporation and the Company and authorizes the County Judge and Commissioners to execute and deliver the special conditions to the Contract thereto

with such changes and modifications as may be approved by a majority of Commissioners Court, such approval to be evidenced by their execution thereof.

SECTION 2. OPEN MEETING. Sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court 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 Resolution 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 3. EFFECTIVE DATE. This Resolution shall take effect and be in full force and effect upon and after its passage.

Passed and approved this _____ day of _____, 1990.

FORT BEND COUNTY, TEXAS

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson

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

(SEAL)

A:\WR05FBPC\CNSTRK-K.APP\STAR

CERTIFICATE FOR RESOLUTION

41 1892

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 execute and deliver this certificate for the benefit of the Attorney General of the State of Texas and all persons interested in the validity of proceedings of the Commissioners Court, and do certify as follows:

1. That I am the duly chosen, qualified and acting officer of the Commissioners Court for the office shown below my signature; that as such I am familiar with the facts herein certified and that I am duly authorized to execute and deliver this certificate.

2. That the attached and following is a true and complete excerpt of proceedings from the minutes of a meeting of the Commissioners Court, pertaining to the adoption of the resolution described therein; and that the persons named in such excerpt as the members of the Commissioners Court are the duly elected, qualified and acting members as indicated therein.

3. That a true and complete copy of the resolution adopted at the meeting described in such excerpt from the minutes is attached to and follows such excerpt.

4. That such resolution has been duly and lawfully adopted by the Commissioners Court and has been duly signed and attested by the proper officers and, as adopted and signed, has been duly recorded in the minutes of the Commissioners Court for such meeting.

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

6. That written notice of the date, hour, place and subject of said meeting described in the excerpt from the minutes was posted at a place readily accessible at all times to the general public at the County Courthouse for the time required by law preceding this meeting; all as required by the Open Meetings Law, Article 6252-17, Vernon's Texas Civil Statutes, as amended, and such meeting was open to the public as required by law at all times during which such resolution and the subject matter thereof was discussed, considered and formally acted upon.

SIGNED AND SEALED this 7 day of May, 1990.

Dianne Wilson

Dianne Wilson, County Clerk
and Ex-Officio Clerk of the
Commissioners Court

(SEAL)

A:\WP05FBFC\CERTPAGE.CTY

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 7 day of May, 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 None.

Whereupon, among other business, the following was transacted at said meeting.

RESOLUTION APPROVING EXECUTION OF CONSTRUCTION CONTRACTS FOR FLAT BANK CREEK DIVERSION PROJECT BETWEEN FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION AND LONNIE LISEHKA COMPANY

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:

A:\WP05FBFC\CNSTRK-K.APP\LISEHKA

FORT BEND COUNTY, TEXAS

RESOLUTION APPROVING EXECUTION OF CONSTRUCTION CONTRACTS FOR FLAT BANK CREEK DIVERSION PROJECT BETWEEN FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION AND LONNIE LISEHKA COMPANY

WHEREAS, the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), as the governing body of Fort Bend County, Texas, duly created by resolution adopted on February 23, 1987, the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to provide financing of flood control and drainage improvements in Fort Bend County, Texas, pursuant to Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"); and

WHEREAS, the Commissioners Court approved by resolution on April 10, 1989, the issuance of revenue bonds by the Corporation to acquire, construct and maintain with the proceeds of such bonds certain flood control facilities and drainage improvements which will be located in and along the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds in Fort Bend County, Texas (the "Project"), for the benefit of the County and the Fort Bend County Drainage District; and

WHEREAS, said resolution adopted by the Commissioners Court on April 10, 1989, authorized the County Judge, County Auditor, Commissioners Court, County Clerk and the other officials of the Commissioners Court, jointly and severally, to execute and deliver such contracts, endorsements, instruments, certificates, documents or papers necessary and advisable and to take such actions as are necessary to carry out the intent and purposes of said Resolution; and

WHEREAS, the Corporation's engineers advertised, through due public notice, for bids for the Flat Bank Creek Diversion Project; and

WHEREAS, Lonnie Lisehka Company (the "Company") was the successful bidder; NOW, THEREFORE,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

SECTION 1. AUTHORIZATION OF CONTRACT. The Commissioners Court hereby approves the execution by the officers of the Corporation of the contract for the Flat Bank Creek Diversion Project, between the Corporation and the Company, attached hereto. The Commissioners Court hereby approves the form, terms and provisions of said Contract between the Corporation and the Company and authorizes the County Judge and Commissioners to execute and deliver the special conditions to the Contract thereto with such

changes and modifications as may be approved by a majority of Commissioners Court, such approval to be evidenced by their execution thereof.

SECTION 2. OPEN MEETING. Sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court 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 Resolution 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 3. EFFECTIVE DATE. This Resolution shall take effect and be in full force and effect upon and after its passage.

Passed and approved this 7 day May, 1990.

FORT BEND COUNTY, TEXAS

Judie E. Stavinoha

Judie E. 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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CERTIFICATE FOR RESOLUTION

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 execute and deliver this certificate for the benefit of the Attorney General of the State of Texas and all persons interested in the validity of proceedings of the Commissioners Court, and do certify as follows:

1. That I am the duly chosen, qualified and acting officer of the Commissioners Court for the office shown below my signature; that as such I am familiar with the facts herein certified and that I am duly authorized to execute and deliver this certificate.

2. That the attached and following is a true and complete excerpt of proceedings from the minutes of a meeting of the Commissioners Court, pertaining to the adoption of the resolution described therein; and that the persons named in such excerpt as the members of the Commissioners Court are the duly elected, qualified and acting members as indicated therein.

3. That a true and complete copy of the resolution adopted at the meeting described in such excerpt from the minutes is attached to and follows such excerpt.

4. That such resolution has been duly and lawfully adopted by the Commissioners Court and has been duly signed and attested by the proper officers and, as adopted and signed, has been duly recorded in the minutes of the Commissioners Court for such meeting.

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

6. That written notice of the date, hour, place and subject of said meeting described in the excerpt from the minutes was posted at a place readily accessible at all times to the general public at the County Courthouse for the time required by law preceding this meeting; all as required by the Open Meetings Law, Article 6252-17, Vernon's Texas Civil Statutes, as amended, and such meeting was open to the public as required by law at all times during which such resolution and the subject matter thereof was discussed, considered and formally acted upon.

SIGNED AND SEALED this 7 day of May, 1990.

Dianne Wilson

Dianne Wilson, County Clerk
and Ex-Officio Clerk of the
Commissioners Court

(SEAL)

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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 7 day of May, 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 None.

Whereupon, among other business, the following was transacted at said meeting.

RESOLUTION APPROVING EXECUTION OF CONSTRUCTION CONTRACTS FOR STEEP BANK CREEK PROJECT BETWEEN FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION AND AFFOLTER CONTRACTING COMPANY, INC.

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:

FORT BEND COUNTY, TEXAS

RESOLUTION APPROVING EXECUTION OF CONSTRUCTION CONTRACTS FOR STEEP BANK CREEK PROJECT BETWEEN FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION AND AFFOLTER CONTRACTING COMPANY, INC.

WHEREAS, the Commissioners Court of Fort Bend County, Texas (the "Commissioners Court"), as the governing body of Fort Bend County, Texas, duly created by resolution adopted on February 23, 1987, the Fort Bend Flood Control Water Supply Corporation (the "Corporation") to provide financing of flood control and drainage improvements in Fort Bend County, Texas, pursuant to Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"); and

WHEREAS, the Commissioners Court approved by resolution on April 10, 1989, the issuance of revenue bonds by the Corporation to acquire, construct and maintain with the proceeds of such bonds certain flood control facilities and drainage improvements which will be located in and along the Flat Bank Creek, Middle Oyster Creek and Stafford Run Watersheds in Fort Bend County, Texas (the "Project"), for the benefit of the County and the Fort Bend County Drainage District; and

WHEREAS, said resolution adopted by the Commissioners Court on April 10, 1989, authorized the County Judge, County Auditor, Commissioners Court, County Clerk and the other officials of the Commissioners Court, jointly and severally, to execute and deliver such contracts, endorsements, instruments, certificates, documents or papers necessary and advisable and to take such actions as are necessary to carry out the intent and purposes of said Resolution; and

WHEREAS, the Corporation's engineers advertised, through due public notice, for bids for the Steep Bank Creek Project; and

WHEREAS, Affolter Contracting Company, Inc. (the "Company") was the successful bidder; NOW, THEREFORE,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

SECTION 1. AUTHORIZATION OF CONTRACT. The Commissioners Court hereby approves the execution by the officers of the Corporation of the contract for the Steep Bank Creek Project, between the Corporation and the Company, attached hereto. The Commissioners Court hereby approves the form, terms and provisions of said Contract between the Corporation and the Company and authorizes the County Judge and Commissioners to execute and deliver the special conditions to the Contract thereto with such

changes and modifications as may be approved by a majority of Commissioners Court, such approval to be evidenced by their execution thereof.

SECTION 2. OPEN MEETING. Sufficient written notice of the date, hour, place and subject of the meeting of the Commissioners Court 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 Resolution 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 3. EFFECTIVE DATE. This Resolution shall take effect and be in full force and effect upon and after its passage.

Passed and approved this 7 day of May, 1990.

FORT BEND COUNTY, TEXAS

Jodie E. Stavinoha

Jodie E. Stavinoha, County Judge

ATTEST:

Dianne Wilson

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

(SEAL)

A:\WP05FBFC\CNSTRK-K.APP\AFFOLTER

CERTIFICATE FOR RESOLUTION

41 1900

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 execute and deliver this certificate for the benefit of the Attorney General of the State of Texas and all persons interested in the validity of proceedings of the Commissioners Court, and do certify as follows:

1. That I am the duly chosen, qualified and acting officer of the Commissioners Court for the office shown below my signature; that as such I am familiar with the facts herein certified and that I am duly authorized to execute and deliver this certificate.

2. That the attached and following is a true and complete excerpt of proceedings from the minutes of a meeting of the Commissioners Court, pertaining to the adoption of the resolution described therein; and that the persons named in such excerpt as the members of the Commissioners Court are the duly elected, qualified and acting members as indicated therein.

3. That a true and complete copy of the resolution adopted at the meeting described in such excerpt from the minutes is attached to and follows such excerpt.

4. That such resolution has been duly and lawfully adopted by the Commissioners Court and has been duly signed and attested by the proper officers and, as adopted and signed, has been duly recorded in the minutes of the Commissioners Court for such meeting.

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

6. That written notice of the date, hour, place and subject of said meeting described in the excerpt from the minutes was posted at a place readily accessible at all times to the general public at the County Courthouse for the time required by law preceding this meeting; all as required by the Open Meetings Law, Article 6252-17, Vernon's Texas Civil Statutes, as amended, and such meeting was open to the public as required by law at all times during which such resolution and the subject matter thereof was discussed, considered and formally acted upon.

SIGNED AND SEALED this 7 day of May, 1990.

Dianne Wilson

Dianne Wilson, County Clerk
and Ex-Officio Clerk of the
Commissioners Court

(SEAL)

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ASSOCIATED ENVIRONMENTAL CONSULTANTS, INC.

April 10, 1990

Board of Directors
Ft. Bend Flood Control
Water Supply Corporation
c/o Susan Row
Vinson & Elkins
26th Floor, First City Tower
1001 Fannin
Houston, Texas 77002

Ref: Proposal to perform an environmental assessment on a 7.739 acre tract of land located in the William Stafford League Abstract 84, Ft. Bend Co., Tx.
AEC No. P-90-124

Dear Ms. Row:

In response to your request, Associated Environmental Consultants, Inc. (AEC), is pleased to present this proposal to perform an environmental assessment at the above referenced site.

OBJECTIVES

The specific objectives of the assessment are:

(1) to obtain information that can be used to characterize the historical and present utilization of the site;

(2) to characterize the current and previous uses of the site with regard to the existence of hazardous substances, as defined by the following environmental statutes:

* Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986;

* Toxic Substances Control Act;

* Resource Conservation and Recovery Act as amended by the Solid Waste Disposal Act Amendments of 1984;

* Corresponding state and local statutes.

These Acts and regulations pursuant to them are referred to hereafter as The Federal Regulations.

10701 Corporate Drive, Suite 215 • Stafford, Texas 77477 • (713) 240-3371 • Fax (713) 240-5009

(3) to address historical and existing land uses of nearby properties, as they relate to potential environmental impacts on the subject site;

(4) to assess the impact of such hazardous substances on the subject site or on the environment or target populations near the site;

SCOPE

A Phase I environmental assessment will be conducted to determine if historical or present uses of the site and nearby properties indicate that the site may be impacted by substances regulated by The Federal Regulations. The assessment may include limited sampling and analysis of hazardous substances or environmental media (e.g., soil, water) which may be contaminated with these substances if such substances or media are encountered during the site inspection.

The Phase I assessment will include an inspection for hazardous substances for the entire property. Subsurface and groundwater samples will not be collected unless we are directed to expand the scope of work.

The Phase I assessment will consist of the tasks shown on Attachment I.

COST

AEC will complete the above described scope-of-work for a fee of $1,850.00 as described in Attachment II. In the event Chemical analysis of substance and environmental media samples are deemed necessary they will be billed at cost plus 20 per cent for the analyses deemed necessary during the Phase I assessment. (Reference Attachment II).

Our invoices are due and payable upon receipt at 10701 Corporate Drive, Suite 215, Stafford, Texas 77477.

To assist in the assessment the owner or the owner's representative will agree to the following:

1. Provide a copy of any plans, specifications and geotechnical reports which may be available.

2. Provide copies of all environmental permits held by the facility.

3. Notify current owner of land, in advance of site inspection.

Associated Environmental Consultants, Inc. stands ready to begin this project as soon as you give us instructions to proceed. Associated Environmental Consultants, Inc. estimates that this project will take approximately 14 working days to complete. Associated Environmental Consultants, Inc. sincerely appreciates this opportunity to be of service to you.

Please consider this proposal to be confidential. We request that you not reproduce, copy, loan or transfer this proposal to another person, directly or indirectly, in whole or in part, nor use this proposal for any purpose other than that for which it is specifically provided, without the prior written consent of Associated Environmental Consultants, Inc.

Should the terms of this proposal be acceptable to you, please indicate so by signing in the space below and return one original of this proposal to us.

Sincerely,

Mike Flory

Mike Flory
Vice President

MF/lg

P-90-124

ACCEPTED AND AGREED

FORT BEND FLOOD CONTROL
WATER SUPPLY CORPORATION

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT I

SCOPE OF PHASE I SURVEY

1) Review of topography and geology/hydrogeology of the subject site and the surrounding area to identify underlying soils and any potential impact on nearby water systems.

2) Review of available geotechnical reports on investigations conducted at the site to obtain information on subsurface conditions.

3) Conduct a visual inspection of any building site, facilities, and the vicinity of the site for the purpose of identifying existing facilities, tenant activities, with particular interest in obtaining visible evidence of hazardous or potentially hazardous substances, violations of known permits or regulations, existing construction materials, friable asbestos containing materials, and PCB transformer areas.

4) Review of available aerial photography to identify historical utilization of the site and of adjacent properties which may include hazardous waste generating facilities.

5) Conduct a search of past titleholders of the parcel for the purpose of identifying possible firms involved in activities known or reported to include the generation, handling, or disposition of hazardous waste.

6) Review of regulatory agency records having jurisdiction in the area to obtain information concerning the usage, storage, treatment and disposal of hazardous substances at facilities existing within reasonable distance of the subject site.

ATTACHMENT II

COST SUMMARY

1.	Phase I Survey (Items 1-7 Attachment I)	$1,850.00
	TOTAL	$1,850.00

NOTES:

1. Not included in item 1 above is the cost of samples and their analyses. Samples that may be required will be invoiced at cost plus 20%.

2. These cost figures DO NOT contain provisions for federal, state or local taxes, if applicable.

3. 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).

4. 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 attention and correctly shown on the plans furnished us, in connection with work performed by us.

5. Additional services required beyond the above outlined scope of services will be billed at the hourly rates noted below.

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.

6. In the event additional services are required, 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 10%.

7. Expenses for this project will not exceed $500.00.

STANDARD SITE ASSESSMENTS TERMS AND CONDITIONS

Associated Environmental Consultants, Inc. (AEC) is being engaged to render professional services involving hazardous materials and asbestos containing materials (ACM). AEC will be compensated largely on the basis of the time required in rendering these professional services--not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

AEC will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature under similar circumstances. AEC makes no other warranties or guarantees, expressed or implied.

During its prime, asbestos was used in over 3000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, AEC will direct its efforts at locating accessible friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.

Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, AEC will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.

AEC will not be liable for damage or injury arising from damage to subterranean structures which are not disclosed to AEC in writing in advance and are correctly shown on the plans furnished to AEC in conjunction with the work to be performed.

Owner represents and warrants that no condition exists in or around the area in which AEC will be performing the duties under the terms of this Agreement which could be dangerous to life or health of AEC's employees, contractors or any third party. Owner shall indemnify and hold AEC harmless against any and all claims by any person resulting from any act of AEC taken in reliance upon any information or instrument furnished to AEC by Owner, the information contained in which fails to disclose the condition resulting in such damage.

AEC's liability to CLIENT for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon AEC, AEC's liability will be limited to a sum not to exceed our fees.

CLIENT shall indemnify AEC against any claims or costs which exceed the limitation on AEC's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.

ASSOCIATED ENVIRONMENTAL CONSULTANTS, INC.

April 10, 1990

Board of Directors
Ft. Bend Flood Control
Water Supply Corporation
c/o Susan Row
Vinson & Elkins
26th Floor, First City Tower
1001 Fannin
Houston, Texas 77002

Ref: Proposal to perform an environmental assessment on a 6.643 acre tract of land located in the David Bright League Abstract 13, Ft. Bend Co., Tx.
AEC No. P-90-123

Dear Ms. Row:

In response to your request, Associated Environmental Consultants, Inc. (AEC), is pleased to present this proposal to perform an environmental assessment at the above referenced site.

OBJECTIVES

The specific objectives of the assessment are:

(1) to obtain information that can be used to characterize the historical and present utilization of the site;

(2) to characterize the current and previous uses of the site with regard to the existence of hazardous substances, as defined by the following environmental statutes:

* Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986;

* Toxic Substances Control Act;

* Resource Conservation and Recovery Act as amended by the Solid Waste Disposal Act Amendments of 1984;

* Corresponding state and local statutes.

These Acts and regulations pursuant to them are referred to hereafter as The Federal Regulations.

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(3) to address historical and existing land uses of nearby properties, as they relate to potential environmental impacts on the subject site;

(4) to assess the impact of such hazardous substances on the subject site or on the environment or target populations near the site;

SCOPE

A Phase I environmental assessment will be conducted to determine if historical or present uses of the site and nearby properties indicate that the site may be impacted by substances regulated by The Federal Regulations. The assessment may include limited sampling and analysis of hazardous substances or environmental media (e.g., soil, water) which may be contaminated with these substances if such substances or media are encountered during the site inspection.

The Phase I assessment will include an inspection for hazardous substances for the entire property. Subsurface and groundwater samples will not be collected unless we are directed to expand the scope of work.

The Phase I assessment will consist of the tasks shown on Attachment I.

COST

AEC will complete the above described scope-of-work for a fee of $1,850.00 as described in Attachment II. In the event Chemical analysis of substance and environmental media samples are deemed necessary they will be billed at cost plus 20 per cent for the analyses deemed necessary during the Phase I assessment. (Reference Attachment II).

Our invoices are due and payable upon receipt at 10701 Corporate Drive, Suite 215, Stafford, Texas 77477.

To assist in the assessment the owner or the owner's representative will agree to the following:

1. Provide a copy of any plans, specifications and geotechnical reports which may be available.

2. Provide copies of all environmental permits held by the facility.

3. Notify current owner of land, in advance of site inspection.

Associated Environmental Consultants, Inc. stands ready to begin this project as soon as you give us instructions to proceed. Associated Environmental Consultants, Inc. estimates that this project will take approximately 14 working days to complete. Associated Environmental Consultants, Inc. sincerely appreciates this opportunity to be of service to you.

Please consider this proposal to be confidential. We request that you not reproduce, copy, loan or transfer this proposal to another person, directly or indirectly, in whole or in part, nor use this proposal for any purpose other than that for which it is specifically provided, without the prior written consent of Associated Environmental Consultants, Inc.

Should the terms of this proposal be acceptable to you, please indicate so by signing in the space below and return one original of this proposal to us.

Sincerely,

Mike Flory

Mike Flory
Vice President

MF/lg

P-90-123

ACCEPTED AND AGREED

FORT BEND FLOOD CONTROL
WATER SUPPLY CORPORATION

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT I

SCOPE OF PHASE I SURVEY

1) Review of topography and geology/hydrogeology of the subject site and the surrounding area to identify underlying soils and any potential impact on nearby water systems.

2) Review of available geotechnical reports on investigations conducted at the site to obtain information on subsurface conditions.

3) Conduct a visual inspection of any building site, facilities, and the vicinity of the site for the purpose of identifying existing facilities, tenant activities, with particular interest in obtaining visible evidence of hazardous or potentially hazardous substances, violations of known permits or regulations, existing construction materials, friable asbestos containing materials, and PCB transformer areas.

4) Review of available aerial photography to identify historical utilization of the site and of adjacent properties which may include hazardous waste generating facilities.

5) Conduct a search of past titleholders of the parcel for the purpose of identifying possible firms involved in activities known or reported to include the generation, handling, or disposition of hazardous waste.

6) Review of regulatory agency records having jurisdiction in the area to obtain information concerning the usage, storage, treatment and disposal of hazardous substances at facilities existing within reasonable distance of the subject site.

ATTACHMENT II

COST SUMMARY

1.	Phase I Survey (Items 1-7 Attachment I)	$1,850.00
	TOTAL	$1,850.00

NOTES:

1. Not included in item 1 above is the cost of samples and their analyses. Samples that may be required will be invoiced at cost plus 20%.

2. These cost figures DO NOT contain provisions for federal, state or local taxes, if applicable.

3. 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).

4. 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 attention and correctly shown on the plans furnished us, in connection with work performed by us.

5. Additional services required beyond the above outlined scope of services will be billed at the hourly rates noted below.

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.

6. In the event additional services are required, 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 10%.

7. Expenses for this project will not exceed $500.00.

STANDARD SITE ASSESSMENTS TERMS AND CONDITIONS

Associated Environmental Consultants, Inc. (AEC) is being engaged to render professional services involving hazardous materials and asbestos containing materials (ACM). AEC will be compensated largely on the basis of the time required in rendering these professional services--not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

AEC will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature under similar circumstances. AEC makes no other warranties or guarantees, expressed or implied.

During its prime, asbestos was used in over 3000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, AEC will direct its efforts at locating accessible friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.

Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, AEC will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.

AEC will not be liable for damage or injury arising from damage to subterranean structures which are not disclosed to AEC in writing in advance and are correctly shown on the plans furnished to AEC in conjunction with the work to be performed.

Owner represents and warrants that no condition exists in or around the area in which AEC will be performing the duties under the terms of this Agreement which could be dangerous to life or health of AEC's employees, contractors or any third party. Owner shall indemnify and hold AEC harmless against any and all claims by any person resulting from any act of AEC taken in reliance upon any information or instrument furnished to AEC by Owner, the information contained in which fails to disclose the condition resulting in such damage.

AEC's liability to CLIENT for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon AEC, AEC's liability will be limited to a sum not to exceed our fees.

CLIENT shall indemnify AEC against any claims or costs which exceed the limitation on AEC's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.

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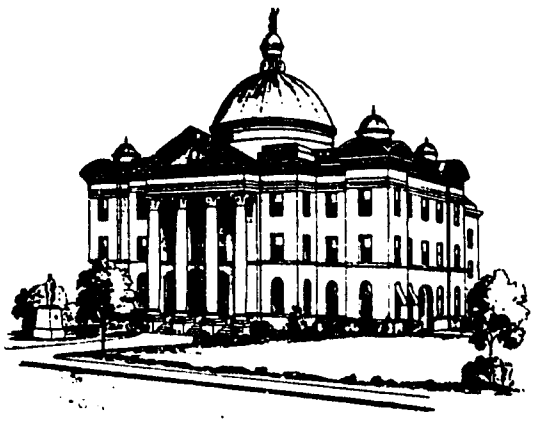
Office of
JODIE E. STAVINOHA
County Judge



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

STATE OF TEXAS COUNTY OF FORT BEND

May 8, 1990

Commissioner Wayne B. Duddlesten
State Dept. of Highways & Public Transportation
11th & Brazos (DeWitt C. Greer Building)
Austin, Texas 78701-2483

Dear Commissioner Duddlesten:

In view of the increasing traffic problem on State Highway 6, particularly in the First Colony area, Fort Bend County Commissioners Court on Monday, May 7 unanimously re-emphasized their strong support for the widening of State Highway 6 to six lanes at grade from U. S. Highway 59 to Brazoria County.

We are particularly concerned because Highway 6 is a major evacuation route from Galveston in the event of a hurricane, and it would be totally inadequate in its present condition. We feel that it is vital that this work be expedited as much as possible.

As you are aware, the Commissioners Court further supports the construction of a State Highway 6 Bypass at some future time to further alleviate the traffic problems in that area.

If you have any questions, please feel free to call on me.

Sincerely,

Jodie E. Stavinoha

Jodie E. Stavinoha
County Judge

JES:nl

cc: Hon. Tom DeLay, U. S. Congressman
Hon. Jim Tallas, Texas House of Representatives
Hon. John Knox, Mayor, City of Missouri City
Hon. Lee Duggan, Mayor, City of Sugar Land
Dr. James Condrey, President, Fort Bend Chamber of Commerce

41 1914

Fort Bend Chamber of Commerce

445 Commerce Green Blvd. • Sugar Land, Texas 77478 • (713) 491-0800

April 20, 1990

Approved 5/7

Judge Jodie E. Stavinoha
Fort Bend County Courthouse
500 Jackson Street
Richmond, Texas 77469

Dear Jodie:

We are forwarding a copy of the Chamber's correspondence with the Texas Department of Highways & Public Transportation strongly endorsing the rapid widening of State Highway 6 to a six-lane roadway between U.S. Highway 59 and Brazoria County. This is the course of action for which we petitioned at the Public Hearing on the SH 6 construction which was held in November, 1988. It is the preferred design over the eight-lane road with overpasses as the Highway Department was proposing at the time. Likewise, we support the future construction of a SH 6 bypass to relieve through traffic in the area.

It is our understanding that the Highway Department is ready to let construction contracts in August. This is a full two years in advance of their proposed construction date of 1992. We believe it expedient to show community support for the timely manner in which the project is being accomplished and to reiterate that the current design is one which we can support. We ask that you take no actions to alter the design as this will definitely cause a significant delay in construction.

At this time we would request that you join us in forwarding a message of strong support for the timely widening of the roadway. In this manner we may foster a spirit of cooperation with this Texas agency with which we must work on all our major mobility improvements.

Sincerely,

James D. Condrey, D.D.S.
President - Fort Bend Chamber of Commerce

RECEIVED
APR 25 1990
COUNTY JUDGE

Enclosure

JDC/js

File: Transportation and Public Works

"Opportunity Is Our Business"

41 1915

Fort Bend Chamber of Commerce

445 Commerce Green Blvd. • Sugar Land, Texas 77478 • (713) 491-0800

April 20, 1990

Commissioner Wayne B. Duddlesten
State Dept. of Highways & Public Transportation
11th & Brazos (Dewitt C. Greer Building)
Austin, Texas 78701-2483

Dear Commissioner Duddlesten:

The Board of Directors of the Fort Bend Chamber of Commerce wishes to take this opportunity to reiterate our strong support for the widening of State Highway 6 to six lanes at grade from U. S. Highway 59 to Brazoria County. At the public hearing on the SH 6 project in November, 1988, the Chamber went on the record supporting this course of action and requesting that the work schedule be expedited as much as possible. We understand that the Department is ready to let construction contracts in August of this year, and we greatly appreciate the schedule being advanced from the initial 1992 timing. We are in full agreement with the Department's design specifications as they have been drawn for the roadway. We further support the future construction of a SH 6 Bypass to handle through traffic in the area.

The Chamber is seriously concerned with the provision of adequate, safe and cost-effective mobility for all citizens of Fort Bend. In this regard, we stand ready to work in cooperation with all groups and agencies involved with transportation and mobility. We ask that you call on us at any time if we may be of assistance.

Sincerely,

James D. Condrey, D.D.S.
President - Fort Bend Chamber of Commerce

JDC/js

File: Transportation and Public Works

cc: Fort Bend County Judge and Commissioners
Sugar Land Mayor and City Council
Missouri City Mayor and City Council
Texas Representative - Jim Tallas
U.S. Congressman - Tom DeLay

RECEIVED
APR 25 1990
COUNTY JUDGE

"Opportunity Is Our Business"

AS PER ORIGINAL

41 1916

#9

Fort Bend Chamber of Commerce

445 Commerce Green Blvd. • Sugar Land, Texas 77478 • (713) 491-0800

L-O

April 20, 1990

Judge Jodie E. Stavinoha
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Richmond, Texas 77469

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Sincerely,

James D. Condrey, D.D.S.
President - Fort Bend Chamber of Commerce

RECEIVED
APR 25 1990
COUNTY JUDGE

Enclosure

JDC/js

File: Transportation and Public Works

"Opportunity Is Our Business"

41 1917

AS PER ORIGINAL

Fort Bend Chamber of Commerce

445 Commerce Green Blvd. • Sugar Land, Texas 77478 • (713) 491-0800

April 20, 1990

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State Dept. of Highways & Public Transportation
11th & Brazos (Dewitt C. Greer Building)
Austin, Texas 78701-2483

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Sincerely,

James D. Condrey, D.D.S.
President - Fort Bend Chamber of Commerce

JDC/js

File: Transportation and Public Works

cc: Fort Bend County Judge and Commissioners
Sugar Land Mayor and City Council
Missouri City Mayor and City Council
Texas Representative - Jim Tallas
U.S. Congressman - Tom DeLay

RECEIVED
APR 25 1990
COUNTY JUDGE

"Opportunity Is Our Business"

10. CONSIDER APPROVAL OF RESOLUTION AND POLICY FOR ACCEPTANCE OF CERTAIN COUNTY ROADS:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve resolution and policy for certain county roads. (Recorded in minutes in full)

11. CONSIDER AGREEMENT WITH COMDATA NETWORK INC. FOR CREDIT CARD SERVICES FOR E.M.S.:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve agreement with Comdata Network Inc. for credit card services for E.M.S.

12. CONSIDER REPLAT FOR FIRST COLONY M.U.D. #5, SEC. 1, PCT. 4:

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

13. CONSIDER APPROVING REPLAT FOR CHELSEA AT MISSION BEND, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve replat for Chelsea at Mission Bend, Pct. 3. Letter of credit and plat was presented to the Court. (Recorded in minutes in full)

14. SET PUBLIC HEARING FOR INSTALLATION OF THE FOLLOWING IN PCT. 3: (1) TRAFFIC CONTROL DEVICES AT DULLES AVE. & CARTWRIGHT RD.; (2) "NO PARKING" SIGNS AT M.E. AMBROSE PARK:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing for traffic control devices at Dulles Ave. & Cartwright Rd. for JUNE 4 at 10:00 a.m.

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to set public hearing for "no parking" signs at M.E. Ambrose Park for JUNE 4 at 10:15

15. CONSIDER REBUDGETING $430 INTO PERSONNEL DEPT.'S CONFERENCE LINE ITEM:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to rebudget $430 into Personnel Dept.'s conference line item as requested by Richard Selleh.

16. RECORD FEE OFFICERS' ANNUAL REPORT:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept Fee Officers' Annual Report as presented by Robert Grayless, County Auditor. (Recorded in in minutes in full)

17. CONSIDER ADVERTISING FOR BIDS FOR THE FOLLOWING: (1) 2 OR MORE ½-TON PICKUPS, 10 DAY DELIVERY; (2) CONSTRUCTION OF PCT. 2 FACILITY AT NEEDVILLE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for bids for 2 or more ½-ton pickups.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to advertise for bids for construction of Pct. 2 facility at Needville.

RESOLUTION AND ORDER FOR POLICY OF FORT BEND COUNTY TO ACCEPT CERTAIN ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

On the 7th day of MAY, 1990, at a regular meeting of the Commissioners' Court of Fort Bend County, Texas, acting as the governing body of Fort Bend County, Texas, upon motion of Commissioner O'SHIELES, seconded by Commissioner DENHAM, duly put and carried:

PREAMBLE

This resolution is to establish a policy by which Commissioners' Court of Fort Bend County, at its sole discretion, may accept roads located in subdivisions of distressed areas where the residents are unable to bring the roads within the County's specifications due to poverty, adversity and calamity.

PURPOSE

There are several subdivided areas within Fort Bend County where the landowners are unable to meet the existing County standards to bring their neighborhood roads into the County Road Maintenance System (hereafter referred to as "System"). The Commissioners' Court accepts this document as its declared policy by which roads in distressed areas may be brought into the System in the hope that such policy will help relieve impoverish conditions in the area.

REQUIREMENTS

This resolution will apply to roads in both recorded and "red-flag" subdivisions, provided that the following conditions are met:

1) The road must be at least ten (10) years old; and,

2) There is no existing and valid bond or letter of credit for construction or maintenance of the road; and,

3) The developer (or his successors and assigns) of the subdivision is either non-existent, bankrupt or judgment proof; and,

4) Commissioners' Court must be shown satisfactory proof that the developer (or his successors and assigns) will not be unjustly enriched, directly or indirectly, by the County accepting and improving the road in question; and,

5) Commissioners' Court must be shown satisfactory proof that the property owners are not financially capable of bringing the roads to County standards; and,

6) Commissioners' Court must have a clear showing that unless the County maintains the road, there is a danger to the health, safety and welfare of the citizens in the area owing to the present condition or further deterioration of the road.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Fort Bend County, Texas, hereby **ORDERS** the above and foregoing as its policy for accepting roads in recorded and "red-flag" subdivisions in impoverished areas within the County jurisdiction.

PASSED AND APPROVED this 7 day of MAY, 1990.

FORT BEND COUNTY COMMISSIONERS COURT

By: Jodie E. Stavinoha
JODIE E. STAVINOHA, County Judge

ATTEST:
By: Dianne Wilson
DIANNE WILSON, County Clerk

c:dwilson.let

41 1922

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

May 9, 1990

The Honorable Dianne Wilson
County Clerk
Fort Bend County, Texas

RE: Resolution and Order

Dear Ms. Wilson:

Enclosed please find the original Resolution and Order for Policy of Fort Bend County to Accept Certain Roads into the County Road Maintenance System to be placed in the May 7, 1990 minutes of Commissioners' Court.

If you have questions or if further information is needed, please contact me at your convenience.

Very truly yours,

Larry Wagenbach

Larry D. Wagenbach
Assistant District Attorney

LDW:rg:2186-2
Enclosure

cc: County Judge Jodie E. Stavinoha (w/Enclosure)
Commissioner R. L. O'Shieles (w/Enclosure)
Commissioner Ben Denham (w/Enclosure)
Commissioner Alton Pressley (w/Enclosure)
Commissioner Bob Lutts (w/Enclosure)
Criminal District Attorney Sam W. Dick (w/Enclosure)

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

14

41 1923

****

PUBLIC HEARING NOTICE

****

FOR: M. E. Ambrose Park

DATE: June 4

TIME: 10:15

NEWSPAPER(S) Herald Coaster

INVOICE: County

14

41 1924

****

PUBLIC HEARING NOTICE

****

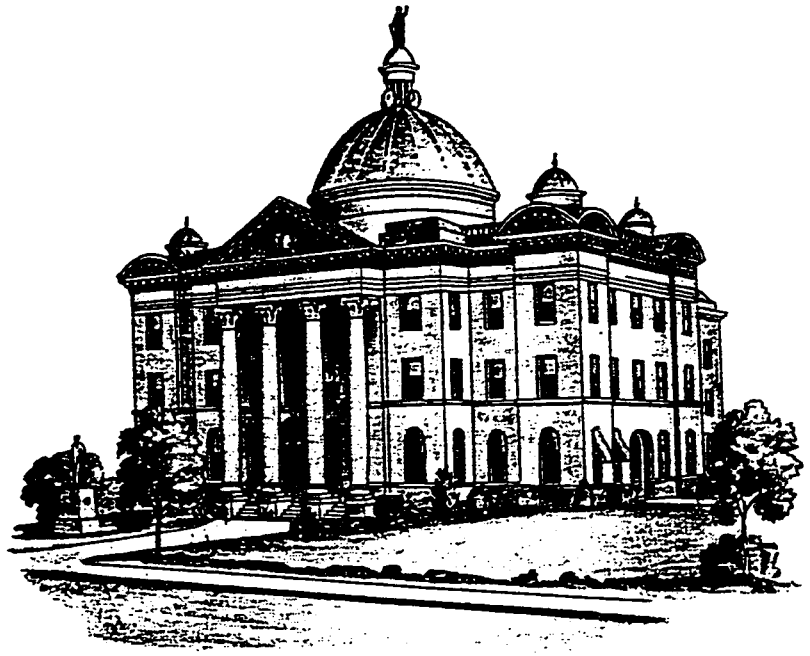
FOR: Dulles @. Cartwright

DATE: June 4

TIME: 10 Am

NEWSPAPER(S) Mirror

INVOICE: County



FORT BEND COUNTY, TEXAS
ANNUAL FEE OFFICERS REPORT
FOR THE YEAR ENDED
DECEMBER 31, 1989

ROBERT N. GRAYLESS

COUNTY AUDITOR

41 1925

County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

April 24, 1989

The Honorable District Judges and Commissioners' Court
Fort Bend County, Texas 77469

We have examined the receipts and disbursements of the Fee Officers for Fort Bend County for the year ended December, 31, 1989. Our examination excluded tax collections of the Tax Collector which are separately examined and reported on for the tax fiscal years ending on June 30th.

Our examination included such tests of transactions and such other auditing procedures as we considered appropriate under the circumstances. In developing and evaluating the Fee Officers Accounting System, consideration is given to the adequacy of internal accounting controls. I believe that the internal controls surrounding the Fee Officers Accounting System adequately safeguard assets and provide reasonable but not absolute assurance of the proper recording and reporting of the relevant financial transactions.

The general accounting records were maintained by employees of this office, but our examination was conducted by staff members who did not participate in the original accounting work.

During our examination, nothing came to our attention that would cause us to believe that the accompanying financial statements do not present fairly, in all material respects, the financial transactions of the Fort Bend County Fee Officers for the year ending December 31, 1989.

If you approve this report, an order similar to the following should be entered in the minutes:

> Upon motion by Commissioner _____, seconded by Commissioner _____, duly put and carried, it is order that the report of Robert N. Grayless, County Auditor, being the annual report of District, County and Precinct Fee Officers for the year ending December 31, 1989, with respect to receipts and disbursements of fees, which audit is made under Article 3192e of V.A.C.S., be approved and filed as required by law. The auditor is authorized by law to make settlements with the said Fee Officers with their reports and his audit.

In accordance with the law, copies of this report will be furnished to the companies bonding the officials.

Respectfully,

Robert N. Grayless,
County Auditor

RNG:DM:dm

41 1926

FORT BEND COUNTY, TEXAS
ANNUAL REPORT ON FEE OFFICERS
FOR THE YEAR ENDING DECEMBER 31, 1989

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41 1927

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
CASH RECEIPTS AND DISBURSEMENTS
FEE OFFICERS' ACCOUNT
FOR THE YEAR ENDED DECEMBER 31, 1989

Balance January 1, 1989		$646,482
RECEIPTS:		
Fees, fines & other collections	$4,443,755	
Less '88 collections deposited in '90	(19,074)	
Outstanding checks that have been voided, and other adjusting items (net)	52,156	
Insufficient checks redeposited	3,965	
Total Receipts		4,480,802
DISBURSEMENTS:		
Misc. fees, States fees, atty. fees cash bonds and other refunds:		
Fees of Office (General Fund)		
Fees to other officers & fees paid to other county funds	4,365,698	
Insufficient fund checks charged	5,185	
Other adjusting items	11	
Total Disbursements		4,370,894
Balance, December 31, 1989		$756,390

41 1028

FORT BEND COUNTY, TEXAS
FEE OFFICERS ANNUAL REPORT
SCHEDULE OF INVESTMENTS AND INTEREST
FOR THE YEAR ENDING DECEMBER 31, 1989

1989 MONTHLY AND QUARTERLY INTEREST EARNED

MONTH	NOW ACCOUNT	TIME DEPOSITS	TOTAL
JAN	$1,781		$1,781
FEB	1,728		1,728
MAR	1,751	$6,865	8,615
APR	2,151		2,151
MAY	3,045		3,045
JUN	2,386	6,743	9,129
JUL	2,284		2,284
AUG	2,061		2,061
SEP	1,954	6,395	8,350
OCT	2,311		2,311
NOV	2,645		2,645
DEC	2,286	6,145	8,430
TOTALS	$26,381	$26,148	$52,529

NOW ACCOUNT INTEREST

YEAR	EARNED	PAID TO GEN.FUND	TO BE PAID
1981*			
1982*			
1983	$7,474		$7,474
1984	14,674	$10,310	11,838
1985	13,061		24,899
1986	14,966		39,865
1987	14,868	39,865	14,868
1988	17,561	14,868	17,561
1989	26,381	17,561	26,381
TOTALS	$108,984	$82,603	$26,381

* New depository contract in 1983.

TIME DEPOSITS

INVESTMENT	WITH-DRAWALS	TOTAL OUTSTANDING INVESTMENTS	TOTAL INTEREST EARNED	INTEREST PAID TO GEN FUND	INTEREST TO BE PAID
$240,240	$32,000	$208,240	$8,916		$8,915.52
50,000		258,240	16,097		25,013
88,510		346,750	30,996	25,013	30,996
50,000		396,750	32,299	30,996	32,299
		396,750	35,367		67,667
		396,750	33,184		100,851
		396,750	18,660	100,051	18,660
		396,750	19,931	18,660	19,931
		396,750	26,148	19,931	26,148
$428,750	$32,000	$396,750	$221,599	$195,451	$26,148

41 1929

2

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
FOR THE YEAR ENDED DECEMBER 31, 1989

OFFICER	OFFICE	1988 BALANCE FORWARD	1989 MONTHLY REPORTS	1989 COLL. DEPOSITED IN 1990	1989 <DISBMTS>	<DEBIT> ADJMTS	<DEBIT> NSF CHECKS	CREDIT ADJMTS	CREDIT NSF CHECKS	ENDING BALANCE
D Wilson	County Clerk	$228,718	$1,504,656		($1,439,273)	($11)	($708)	$274	$384	$294,040
G Ketelers	District Clerk	122,328	844,545		(866,927)	0	(2,120)	48,102	1,425	147,352
G George	Sheriff	48,495	321,257		(315,625)	0	(2)	0	2	54,127
G Geick	J. P. #1	21,417	299,250		(289,939)	0	(1,104)	0	1,094	30,717
R G Molina	J. P. #2-1	16,786	214,848	($5,007)	(213,692)	0	0	449	0	13,383
G Fredrickson	J. P. #2-2	20,531	232,602	(10,063)	(235,336)	0	0	0	0	7,735
R Stahl	J. P. #3	15,168	114,174	(3,525)	(112,009)		0	0	0	13,808
J Adolphus	J. P. #4	20,629	184,530		(162,740)	0	0	0	0	42,419
R L Gaston	Constable #1	1,904	246,430		(246,911)	0	(80)	106	80	1,529
R L Breeding	Constable #2	0	29,053	0	(27,493)	0	(40)	0	40	1,560
R Cook	Constable #3	5,938	179,987	0	(179,082)	0	(160)	2,892	160	9,734
H S Werlein	Constable #4	2,906	130,937	(480)	(131,129)	0	(714)	0	674	2,194
D Kosler	Director EMS	12,326	115,105		(119,202)	0	(257)	1	106	8,080
P Ellett	Co Clk Spec *1	13,510	0		0	0	0	0	0	13,510
L E Eguia	Former JP#3 *2	24,510	0		0	0	0	0	0	24,510
C B Bentley	Former JP#4 *3	126	0		0	0	0	0	0	126
I Wleczyk	Old DC Acct *4	4,180								4,180
I Wleczyk	Old DC Acct *4	986			(104)					882
I Wleczyk	Uncons Acct *5	850			(450)			250		650
I Wleczyk	Depo -Costs *4	67,613			(8,223)			83		59,473
K Hynson	County Treas. *6	17,561	26,381		(17,561)	0	0	0		26,381
	TOTAL	$646,482	$4,443,755	($19,074)	($4,365,698)	($11)	($5,185)	$52,156	$3,965	$756,390

*Notes:
- *1 Deferred Adjudication Fees County Court at Law.
- *2 Under litigation.
- *3 Balance to be transfered to General Fund.
- *4 Funds held on deposit for costs from 1981 - 1988
- *5 Unclaimed (outstanding/voided) checks from refund of Fees rule unconstitutional.
- *6 Interest Earned only.

Variance due to omitting cents and rounding to nearest dollar.

41 1930

RT BEND COUNTY, TEXAS
E OFFICERS' ANNUAL REPORT
PORTED COLLECTIONS
R YEAR ENDED DECEMBER, 1989

OFFICER	OFFICE	TOTAL COLLECTIONS	FEES OF OFFICE & INTEREST	FINES	DEPOSITS FOR COSTS CASH BOND	ROAD & BRIDGE	REMITTED STATE CASE TAX	REMITTED STATE AGENCIES	COLLECTED FOR OTHER OFFICERS	JURY FEES	LAW LIBRARY	ADULT & JUV. PROB.	CASH BOND REFUNDS	VIDEO FEE	MISC REFUNDS & OUT OF COUNTY	REST. TO COUNTY	DEPOSITS APPLIED (C)
Gaines	Tax Coll.(A)	$2,239,698	$1,480,872			$758,826											
Stavinoha	Co. Judge	10,600	10,600														
Dick	Dist. Atty.	70,723	70,723														
Hynson	Treasurer	253,182	24,414				$228,768										
POSITED IN GENERAL FUND		$2,574,203	$1,586,609			$758,826	$228,768										
Dick	Dist.Atty.(B)	$267,713	$49,257												$218,456		
POSITED IN DA BAD CHECK FUND		$267,713	$49,257												$218,456		
Wilson	County Clerk	$1.504,656	$815,230		$205,984	$264,042	$47,494	$21,830	$119,936	$275	$8,893	$1,080	$1,809	$5,925		$12,158	
Ketelers	Dist. Clerk	844,545	267,485		159,476	65,742	29,069	110,609	115,141	3,495	27,865			89	$115,864	7,837	($58,125)(C)
George	Sheriff	321,257	27,581	$37,528	246,660		5,082	4,262	145								
Geick	J.P. #1	299,251	5,627	178,900	7,625		47,751	36,164	23,083	5					95		
G Molina	J.P. #2-1	214,848	7,489	127,107	9,654		29,435	13,674	27,483						7		
Fredrickson	J.P. #2-2	232,602	1,185	167,396			36,353	24,748	2,891				30				
Stahl	J.P. #3	114,174	9,273	37,176	12,580		10,211	5,429	39,185	40			280				
Adolphus	J.P. #4	184,530	3,726	117,605	1,511		28,465	16,429	16,613	20			156		6		
L Gaston	Constable #1	246,430	26,521												219,909		
L Breeding	Constable #2	29,053	25,322												3,731		
Cook	Constable #3	179,987	66,437												113,549		
S Werlein	Constable #4	130,937	37,185												93,752		
Hynson,	Treasurer	26,381	26,381														
Kosler	Director EMS	115,105	113,471												1,634		
POSITED IN FEE OFFICER ACCOUNT		$4,443,756	$1,432,913	$665,712	$643,489	$329,785	$233,858	$233,144	$344,477	$3,835	$36,758	$1,080	$2,275	$6,013	$548,547	$19,995	($58,125)
AND TOTAL		$7,285,672	$3,068,779	$665,712	$643,489	$1,088,611	$462,626	$233,144	$344,477	$3,835	$36,758	$1,080	$2,275	$6,013	$767,003	$19,995	($58,125)

NOTE: (A) Subject to final audit of transactions of the Tax Collector for the 1988-89 Tax Year ending June 30

(B) Collected under the authority of Article 53.08 Code of Criminal Procedure and deposited directly into the Fort Bend County District Attorney's Bad Check Fund.

(C) Deposits collected in previous periods are being applied during 1988 to various court costs, refunds and miscellaneous fees.

41 1931

FORT BEND COUNTY
FEE OFFICERS' ANNUAL REPORT
CASE TAX AND FEES COLLECTED FOR STATE OF TEXAS
AND STATE AGENCIES
FOR THE YEAR ENDED DECEMBER 31, 1989

CASE TAXES

OFFICE	TOTAL	LEOSE/ LEMIF	CJPF	CVCF	JCPTF	AJS	TRIAL FEES	JUDICIAL TRAINING FUND
County clerk	$47,494	$2,115	$14,583	$20,527	$1,450	$4,615	$1,494	$2,710
Dist. Clerk	29,069	543	7,286	7,228	358	13,655		
Sheriff	5,082	725	2,421	1,452	484			
J.P. #1	47,751	6,336	21,363	15,812	4,240			
J.P. #2-1	29,435	3,993	13,355	9,419	2,668			
J.P. #2-2	36,353	4,951	16,695	11,379	3,329			
J.P. #3	10,211	1,355	4,645	3,290	921			
J.P. #4	28,465	3,786	12,705	9,434	2,540			
TOTALS	$233,858	$23,801	$93,052	$78,541	$15,990	$18,270	$1,494	$2,710

STATE FEES

OFFICE	TOTAL	MARRIAGE LICENSE	DISTRICT COURT FILING FEES	DPS ARREST FEES	DPS INS FEE	P&WL ARREST FEES	P&WL FINE	TABC ARREST FEE	LICENSE & WEIGHT FINE	OTHER AGENCIES
County clerk	$21,830	$18,275		$3,535				$20		
Dist. Clerk	110,609		$110,560	9						$40
Sheriff	4,262			752	$3,300	$210				
J.P. #1	36,163			12,626	19,447	135	$3,061	253	$642	
J.P. #2-1	13,674			8,583	4575	6	510			
J.P. #2-2	24,748			10,903	7,575	26	693	26	5,525	
J.P. #3	5,429			388	4,561	54	411	16		
J.P. #4	16,429			5,071	11,100	5	213	37		3
TOTALS	$233,144	$18,275	$110,560	$41,867	$50,557	$436	$4,887	$352	$6,167	$43

41 1932

FORT BEND COUNTY, TEXAS
DISTRICT AND COUNTY COURT TURST FUNDS
FOR THE YEAR ENDING DECEMBER 31, 1989

	BEGINNING BALANCE	TRUST RECEIPTS	INTEREST RECEIPTS	DISBMTS	ENDING BALANCE
DISTRICT CLERK					
JAN	$510,380	$2,197,552	$3,209	$2,411,039	$300,102
FEB	300,102	9,965	1,121	120,647	190,542
MAR	190,542	36,899	1,165	38,254	190,352
APR	190,352	72,069	1,115	22,157	241,379
MAY	241,379	29,763	1,501	14,993	257,650
JUN	257,650	159,433	1,771	84,097	334,757
JUL	334,757	65,840	1,483	177,069	225,011
AUG	225,011	54,955	1,012	88,403	192,576
SEP	192,576	2,272,819	6,536	19,453	2,452,478
OCT	2,452,478	137,966	12,794	78,207	2,525,032
NOV	2,525,032	546,320	12,939	591,720	2,492,570
DEC	$2,492,570	68,384	11,550	79,023	2,493,483
TOTAL	$510,380	$5,651,968	$56,196	$3,725,061	$2,493,483
COUNTY CLERK					
JAN	$599,119	$1,708	$3,549		$604,376
FEB	604,376	227,538	3,646	$98,947	736,612
MAR	736,612	8,583	4,584	750	749,029
APR	749,029	14,000	4,159	161,753	605,435
MAY	605,435	3,300	3,763	3,135	609,364
JUN	609,364	4,800	3,359	265	617,257
JUL	617,257	2,200	2,973	100,579	521,851
AUG	521,851	5,211	2,621	55,134	474,550
SEP	474,550	1,250	2,127	85,590	392,337
OCT	392,337	19,399	1,668	165,632	247,773
NOV	247,773	22,664	1,242	5,823	265,857
DEC	265,857	4,671	1,164	22,770	248,922
TOTAL	$599,119	$315,325	$34,856	$700,377	$248,922

41 1933

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SELECTED FINANCIAL AND STATISTICAL INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 1989

REVENUES	1989	1988	1987	1986	1985	1984	1983	1982
Collections:								
Fees of Office	$3,068,642	$3,387,935	$3,451,660	$3,018,824	$2,753,280	$2,510,151	$2,033,461	$1,513,119
Fines	665,712	606,561	521,392	641,459	822,271	846,098	812,262	607,142
Road & Bridge	1,080,611	1,004,186	862,942	290,667	252,324	241,670	199,995	133,318
Jury Fees & Attorney Fees	23,830	17,979	7,398	4,520	1,647	1,787	152	206
Law Library	36,758	38,637	22,652	17,083	17,066	15,499	15,059	11,979
Beer License Fees	51,547	51,926	40,530	57,675	37,175	42,033	23,320	30,755
D.A. Bad Check Fees	49,257	44,126	34,165	32,227	27,058	20,533	9,490	10,560
	$4,976,357	$5,151,350	$4,940,739	$4,062,455	$3,910,821	$3,677,771	$3,093,740	$2,307,080
Statistics:*								
Cases Filed:								
DISTRICT COURT Cases Filed	5,250	3,646	3,431	4,789	4,470	4,386	3,696	3,636
COUNTY COURT Cases Filed	3,694	3,802	4,018	3,715	3,530	3,593	2,747	2,147
Marriage Licenses Issued	1,461	1,500	1,755	1,709	1,911	2,327	1,761	2,796
Official Recordings	65,615	68,058	75,632	67,747	62,866	62,859		
J.P. #1 Court Cases Filed	8,431	6,969	6,790	5,453	6,766	7,644	7,470	6,082
J.P. #2-1 Court Cases Filed	5,922	4,797	4,072	3,430	1,755	746		
J.P. #2-2 Court Cases Filed	4,812	5,179	5,419	8,250	6,599	5,504	4,118	3,852
J.P. #3 Court Cases Filed	2,340	2,117	3,058	4,210	3,938	3,328	5,039	3,772
J.P. #4 Court Cases Filed	4,988	4,857	3,887	6,040	5,425	6,254	5,125	4,717
Child Support New Cases & Reinstatements	557	538	447	467	441	406	447	397
Total Active Cases	2,862	2,325	2,146	2,108	1,970	1,826	1,723	1,552
Complaints filed **	0	0	0	0	0	53	195	214
Amount received and disbursed	$7,572,942	$6,785,906	$6,103,294	$5,776,543	$5,576,529	$5,134,634	$4,516,133	$3,840,796
Court appointed attorneys	171	206	229	237	275	274	0	0

* Unaudited

** Complaints filed for 3 months only. After April 1984 the procedure was changed to court appointed attorneys.

41 1934

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FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
OFFICE OF THE TAX COLLECTOR - MARSHA GAINS
FOR THE YEAR ENDED DECEMBER 31, 1989

TYPE OF FEES/INTEREST		AMOUNT COLLECTED	TOTAL
HIGHWAY FEES:		$783,930	$783,930
PROPERTY TAX COMMISSIONS:			
	1ST QTR	164,641	
	2ND QTR	34,782	
	3RD QTR	15,045	
	4TH QTR	8,906	223,375
TAX & MUD CERTIFICATES:		9,537	9,537
ROAD & BRIDGE:		758,826	758,826
BEER & LIQUOR:		51,547	51,547
INTEREST EARNED & MISC:			
NOW ACCT		114,218	
REPO INVESTMENTS		291,848	
HIGHWAY INVESTMENTS		4,424	
JUDGEMENT		922	
SALE DELINQUENT TAX ROLL TAPE		1,000	
MISC. COPIES, LISTINGS		73	412,484
TOTAL FEES COLLECTED			$2,239,698

Fees of Office include commissions on taxes, titles, Hiway fees, Beer & Liquor Licenses.

* Report prepared by Auditor's Office.

A1 1089

8

FORT BEND COUNTY, TEXAS
ANNUAL REPORT FOR COUNTY JUDGE - JODIE STAVINOHA
FOR THE YEAR ENDING DECEMBER 31, 1989

MONTH	COUNTY JUDGE
JAN	$1,235
FEB	1,073
MAR	1,031
APR	1,051
MAY	1,230
JUN	1,041
JUL	864
AUG	1,124
SEP	505
OCT	584
NOV	459
DEC	406
TOTAL	$10,600

Fees are collected by the County Clerk and are deposited into the General Fund credited to the County Judge upon approval of their monthly report.

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
OFFICE OF THE COUNTY TREASURER - KATHY HYNSON
FOR THE YEAR ENDED DECEMBER 31, 1989

MONTH	LEOSE/ LEMIF	JCPTF	CVCF	CJPF	JPDF	DCF	CRIME STOPPERS FUND	DPS ARREST FEES
JAN	$1,643	$1,121	$3,820	$5,960	$125	$3,260		
FEB	1,864	1,255	5,806	7,590		3,525		
MAR	1,825	1,243	7,130	7,955	60	3,485		
APR	1,027	693	2,073	3,475		2,475		
MAY	2,487	1,675	7,155	9,660	60	5,306		
JUN	1,823	1,234	7,601	8,194	200	3,044		
JUL	1,665	1,124	3,922	6,109		4,070		
AUG	2,580	1,728	8,684	10,784	260	6,259		
SEP	1,791	1,201	4,935	6,635	160	2,947		
OCT	1,685	1,127	4,485	5,920		4,539		1,390
NOV	2,522	1,687	10,151	9,975	160	4,837	48	4,575
DEC	1,408	939	6,191	5,964	100	1,757	68	2,960
Total Fund Deposits	$22,317	$15,027	$71,951	$88,220	$1,125	$45,502	$116	$8,925
Service Fee **	$2,232	$1,503	$7,195	$8,822	$113	$4,550	$12	$7,140
TOTAL COMMISSION	$24,414							

Notes: * CRIME STOPPERS & DPS ARREST FEES started in Sept. 1989
**DPS Arrest Fee Service Fee is 80%, all others, 10%

LEOSE/ LEMIF — Law Enforcement Officer Standards & Education/ Law Enforcement Management Institute Fund
JCPTF — Judicial Court and Personnel Training Fund
CVCF — Compensation to Victims of Crime Fund
CJPF — Criminal Justice Planning Fund
JPDF — Juvenile Probation Diversion Fund
DCF — Operator's and Chauffer's Fund

A1 1987

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
OFFICE OF THE DISTRICT ATTORNEY - SAM DICK
FOR THE YEAR ENDED DECEMBER 31, 1989

	AMOUNT COLLECTED	TOTAL BAD CHECKS COLLECTED (A)	OVERPAYMENTS COLLECTED AND PAID	COUNTY DISTRICT ATTORNEY BAD CHECK FEES (B)	COUNTY DISTRICT ATTORNEY BAD CHECK FEES (C)	PORTION (GENERAL FUND) FEES OF OFFICE (D)
JAN	$28,146	$17,849	$10	$3,718	$210	$6,360
FEB	28,366	17,597	5	3,541	305	6,917
MAR	31,999	20,155	0	4,366	405	7,073
APR	23,640	13,604	11	3,081	720	6,223
MAY	31,961	20,131	0	3,828	660	7,342
JUN	22,394	14,003	0	2,788	700	4,902
JUL	30,757	21,189	1	4,239	680	4,648
AUG	25,758	17,226	0	3,603	425	4,504
SEP	30,717	21,700		3,289	531	5,197
OCT	30,470	20,305	8	3,874	445	5,838
NOV	26,950	17,164	3	3,499	380	5,903
DEC	27,279	17,467	26	3,648	322	5,816
TOTAL	$338,436	$218,391	$65	$43,474	$5,783	$70,723

DEPOSITED TO D.A.B.C. FUND	$49,257
DEPOSITED TO GENERAL FUND	70,723
OVER PAYMENTS PAID OUT	218,456
	$338,436

Notes:

(A) Total Dollar amount of bad checks collected and paid to Merchants.

(B) Total fees received by the D.A. Bad Check Division for collection of Bad Checks and and deposited into the Fort Bend County Bad Check Fund.

(C) Total Fees of Office received from the County Clerk, District Clerk and deposited directly into the General Fund credited to the Dist. Atty's Fees of Office.

(D) Total Fees of Office received from the Justices of the Peace and and deposited directly into the General Fund credited to the Dist. Atty's Fees of Office.

41 1038

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
COUNTY CLERK - DIANNE WILSON
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSEMTS	DEBIT ADJ	DEBIT NSF CKS	ENDING BALANCES
JAN	$228,718	$120,578	$253	$27	$17,473		$27	$332,076
FEB	332,076	107,367	10		104,358			335,095
MAR	335,095	129,363		45	224,445		45	240,012
AP	240,012	116,759		31	12,367		65	344,371
MAY	344,371	132,554			236,279			240,646
JUN	240,646	124,506			124,547		10	240,595
JUL	240,595	111,724			10,378		2	341,940
AUG	341,940	137,826		2	230,613		15	249,139
SEP	249,139	115,592		71	122,407		99	242,297
OCT	242,297	174,063		54	111,154		36	305,224
NOV	305,224	116,116	11	59	129,465		240	291,706
DEC	291,706	118,207		95	115,788	$11	169	294,040
TOTALS	$228,718	$1,504,656	$274	$384	$1,439,273	$11	$708	$294,040

* Variance due to omitting cents and rounding to nearest dollar.

FORT BEND COUNTY, TEXAS
ANNUAL REPORT FOR COUNTY CLERK - DIANNE WILSON
FOR THE YEAR ENDING DECEMBER 31, 1989

MONTH	AMOUNT COLLECTED	DEPOSITS FOR COSTS	ROAD & BRIDGE	SHERIFF	CONSTABLES	COUNTY JUDGE	FEES OF OFFICE *	TOTALS FROM PAGE 14	TOTALS FROM PAGE 15	DIRECT FEES ** FROM PAGE 16
JAN	$120,578	$11,600	$23,955	$1,611	$4,200	$1,235	$10,993	$10,584	$2,629	$53,772
FEB	107,367	5,930	24,776	1,262	2,440	1,073	9,727	9,396	2,465	50,299
MAR	129,363	13,871	25,523	1,142	2,960	1,031	9,415	10,041	2,648	62,734
APR	116,759	9,660	24,164	1,186	3,088	1,051	9,408	10,425	2,659	55,118
MAY	132,554	15,832	23,789	1,227	3,475	1,230	12,058	11,636	3,177	60,132
JUN	124,506	10,000	24,054	1,002	3,444	1,041	8,722	8,816	3,067	64,361
JUL	111,724	12,520	18,069	909	3,114	864	9,121	8,560	2,514	56,055
AUG	137,826	23,550	16,468	1,011	4,124	1,124	9,932	9,477	2,945	69,196
SEP	115,592	15,730	21,221	926	3,200	505	9,206	8,989	2,770	53,046
OCT	174,063	54,810	21,089	1,615	3,680	584	11,015	10,799	3,938	66,534
NOV	116,116	13,250	20,921	1,545	2,680	459	8,456	9,614	3,812	55,381
DEC	118,207	19,231	20,015	1,988	2,444	406	8,295	9,293	4,279	52,255
TOTAL	$1,504,656	$205,984	$264,042	$15,423	$38,849	$10,600	$116,348	$117,628	$36,900	$698,882

Notes:

* FEES OF OFFICE	$116,348
** DIRECT FEES	698,882
	$815,230

* FEES OF OFFICE are commissions received from Criminal, Civil, Probate and Lunacy cases.
** DIRECT FEES OF OFFICE are fees for recordings, marriage licenses, certified copies, etc. See Schedule of Direct Fees.

A1 1940

FORT BEND COUNTY, TEXAS
ANNUAL REPORT FOR COUNTY CLERK - DIANNE WILSON
FOR THE YEAR ENDING DECEMBER 31, 1989 (continued)

MONTH	DIST. ATTY.	LAW LIBRARY	CJPF	LEOSE/ LEMIF	CVCF	MISC. CASH BOND REFUNDS OUT OF CO	JCPTF	D.P.S.	ATTY FEES *	ATTY AD LITEM COUNTY*	JURY FEES	TOTALS TO PAGE 13
JAN	$4,992	$954	$1,371	$196	$1,860	$359	$137	$395	$280		$40	$10,584
FEB	5,151	730	1,303	191	1,897	(956)	131	350		575	25	9,396
MAR	4,990	700	1,280	183	1,775	93	125	300		580	15	10,041
APR	4,702	640	1,431	207	2,071	229	143	270		723	10	10,425
MAY	5,844	782	1,573	227	2,125	217	158	370		305	35	11,636
JUN	3,883	710	1,170	166	1,622	82	114	290		755	25	8,816
JUL	3,725	598	990	144	1,365	755	99	200		675	10	8,560
AUG	3,781	935	1,190	174	1,653	136	119	270		1,165	55	9,477
SEP	3,909	744	1,070	156	1,471	206	105	240		1,070	20	8,989
OCT	4,829	900	1,160	169	1,665	145	115	290		1,516	10	10,799
NOV	4,343	610	1,035	153	1,533	456	103	260		1,106	15	9,614
DEC	4,702	590	1,010	151	1,491	88	101	300		846	15	9,293
TOTAL	$54,848	$8,893	$14,583	$2,115	$20,527	$1,809	$1,450	$3,535	$280	$9,313	$275	$117,628

Notes:

* Attorney Fees became Atty. Ad Litem - Restitution to County.

** FEBRUARY CASH BOND REFUNDS (956.00). An adjustement was made for 1988 refunds. These funds were still in the Fee Officer Account. A total of $1,050 .00 was transferred to Fees of Offcie, Current Refunds were $94.00/c

A1 1941

ANNUAL REPORT FOR COUNTY CLERK - DIANNE WILSON
FOR THE YEAR ENDING DECEMBER 31, 1989 (continued)

MONTH	APPELLANT FEE (AJS)	JUDICIAL TRAINING FEE	MARRIAGE LICENSE (STATE)	TABC	VIDEO FEE	JUVENILE DIVERSION FUND	TRIAL FEE *	CRIME STOPPERS *	COURT REPORTER *	TOTALS TO PAGE 13
JAN	$495	$171	$1,213		$690	$60				$2,629
FEB	365	105	1,425		570					2,465
MAR	365	120	1,638		465	60				2,648
APR	345	111	1,488	20	675	20				2,659
MAY	410	117	1,900		570	180				3,177
JUN	380	126	1,925		536	100				3,067
JUL	305	81	1,638		330	160				2,514
AUG	480	180	1,675		450	160				2,945
SEP	390	153	1,263		395	60	510			2,770
OCT	460	135	1,225		420	100	710	48	840	3,938
NOV	305	96	1,238		390	100	700	68	915	3,812
DEC	315	99	1,650		435	80	790	100	810	4,279
TOTALS	$4,615	$1,494	$18,275	$20	$5,925	$1,080	$2,710	$216	$2,565	$36,900

* Note: New fees started September 1989.

41 1042

COUNTY CLERK
SCHEDULE OF DIRECT FEES
FOR YEAR ENDING DECEMBER 31, 1989 (continued)

MONTH	MARRIAGE LICENSE 50% COUNTY	BIRTH/ DEATH CERT.	UCC	PLATS	RECORDING	BRANDS/ MISC	VOTER REGIST	CERT. COPIES	MIRCO/ GRAPHIC	MISC.	TO PAGE 13 AMOUNT COLLECTED
JAN	$1,213		$3,390	$400	$35,043	$10	$336	$12,040	$1,097	$244	$53,772
FEB	1,425	191	3,780	300	29,443	30	244	13,619	1,144	123	50,299
MAR	1,638	40	3,540	1,300	36,342	5	213	18,294	1,172	191	62,734
APR	1,488	50	3,830	1,000	33,754	15	665	13,402	745	170	55,118
MAY	1,900	52	3,509	1,100	37,906	10	333	14,037	1,158	126	60,132
JUN	1,925	39	2,798	1,700	39,021	10	337	16,785	1,447	300	64,361
JUL	1,638	54	3,025	300	35,883	5	114	13,574	1,343	119	56,055
AUG	1,675	36	3,953	1,300	44,629	5	264	15,645	1,052	638	69,196
SEP	1,263		2,589	900	34,416	15	40	12,342	1,127	356	53,046
OCT	1,225	64	3,704	1,500	42,074	10	881	15,166	1,671	240	66,534
NOV	1,238		3,073	1,200	34,957	25	717	12,882	953	337	55,381
DEC	1,650	54	2,608	600	33,692	10	649	11,650	1,202	141	52,255
TOTALS	$18,275	$578	$39,799	$11,600	$437,159	$150	$4,794	$169,433	$14,111	$2,984	$698,882

41 1649

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
DISTRICT CLERK - GLORY KETELERS
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSEMTS	DEBIT ADJ	DEBIT NSF CKS	ENDING BALANCES
JAN	$122,328	$64,407			$52,120			$134,614
FEB	134,614	61,362	$135		72,949			123,162
MAR	123,162	100,692	800		66,350			158,305
AP	158,305	68,409	12		22,608			204,117
MAY	204,117	83,054	46,063		126,843			206,390
JUN	206,390	62,193			59,018		$24	209,541
JUL	209,541	73,100		$24	87,543		522	194,600
AUG	194,600	68,087		493	103,891		300	158,989
SEP	158,989	71,267	24	291	17,239		101	213,231
OCT	213,231	61,529		339	63,757		334	211,008
NOV	211,008	81,901	1,068		75,647		500	217,831
DEC	217,831	48,545		278	118,962		339	147,352
TOTALS	$122,328	$844,545	$48,102	$1,425	$866,927		$2,120	$147,352

* Variance due to omitting cents and rounding to nearest dollar.

A1 1944

FORT BEND COUNTY, TEXAS
ANNUAL REPORT FOR DISTRICT CLERK - GLORY KETELERS
FOR THE YEAR ENDING DECEMBER 31, 1989
CRIMINAL COLLECTIONS

MONTH	TOTAL AMOUNT COLLECTED	FEES OF OFFICE	DISTRICT ATTORNEY	SHERIFF	CVCF	CJPF	LEOSE/ LEMIF	ROAD & BRIDGE	ATTY FEES	DPS	VIDEO FEE	MISC & RESTITU- TION	JUDICIA TRAINING FUND	CASH BOND DEPOSITS
JAN	$11,472	$1,495	$1,368	$452	$900	$930	$63	$5,621	$551	$9	$15	$26	$42	
FEB	13,067	1,466	1,766	625	520	525	39	7,479	605		15		27	
MAR	14,839	1,840	2,083	740	790	780	57	7,711	710		9	80	40	
APR	20,756	1,413	1,521	580	690	670	46	6,570	211		5	20	32	9,000
MAY	19,765	1,653	1,498	448	675	719	60	6,406	2,265		8		35	6,000
JUN	11,377	985	980	226	456	455	36	3,304	905		8		24	4,000
JUL	17,649	1,469	923	255	858	879	63	5,524	138				41	7,500
AUG	15,891	1,443	723	220	388	380	32	4,150	535				21	8,000
SEP	9,400	1,116	1,288	333	500	500	38	4,211	375		15		25	1,000
OCT	8,546	724	1,009	243	425	433	33	4,456	890		15		19	300
NOV	15,068	1,421	1,560	656	567	556	44	4,836	283			18	29	5,100
DEC	11,498	1,172	1,114	391	460	460	35	5,475	369				23	2,000
TOTAL	$169,325	$16,193	$15,831	$5,167	$7,228	$7,286	$543	$65,742	$7,837	$9	$89	$144	$358	$42,900

TOTAL CRIMINAL	$169,325
TOTAL CIVIL	675,220
TOTAL COLLECTIO	$844,545

41 1945

FORT BEND COUNTY, TEXAS
ANNUAL REPORT FOR DISTRICT CLERK - GLORY KETELERS
FOR THE YEAR ENDING DECEMBER 31, 1989
CIVIL COLLECTIONS

MONTH	TOTAL AMOUNT COLLECTED	FEES OF OFFICE	DEPOSITS FOR COSTS	SHERIFF	CONSTABLES	LAW LIBRARY	DIST COURT FILING FEE TO STATE	JURY FEES	AJS FUND	CERT. COPIES	MISC. REFUNDS	TRAN-SCRIPTS	TRUST FUND
JAN	$52,935	$14,099	$5,804	$1,319	$6,662	$2,290	$9,120	$250	$1,135	$7,057	$5,049		$150
FEB	48,296	13,604	4,777	1,628	5,835	2,129	8,360	270	1,030	3,862	6,801		
MAR	85,853	16,355	39,785	1,640	5,587	2,760	10,880	230	1,345	4,394	2,874	3	
APR	47,653	15,202	1,184	1,395	6,374	2,385	9,400	240	1,170	4,947	5,355		
MAY	63,289	21,814	8,416	2,158	7,795	2,395	9,240	240	1,145	4,755	5,281		50
JUN	50,816	13,885	7,002	1,375	6,480	2,240	9,160	250	1,120	4,743	4,562		
JUL	55,461	13,301	12,908	1,330	6,252	2,175	8,880	275	1,090	4,109	5,141		
AUG	52,186	15,973	3,469	1,615	6,345	2,580	10,480	270	1,285	4,647	5,472		50
SEP	61,868	26,220	2,761	2,151	6,165	2,350	9,320	200	1,150	4,163	6,833	555	
OCT	52,984	16,984	1,621	1,525	7,211	2,550	10,040	260	1,245	3,944	7,089	465	50
NOV	66,833	13,449	27,270	1,380	6,120	2,115	8,200	250	1,010	4,117	2,488	285	150
DEC	37,047	13,915	1,030	1,209	4,198	1,875	7,480	180	925	3,126	2,845	165	100
TOTAL	$675,220	$194,801	$116,026	$18,726	$75,023	$27,844	$110,560	$2,915	$13,650	$53,863	$59,790	$1,473	$550

CRIMINAL COLL	$169,325
CIVIL COLL	675,220
TOT COLLECTIONS	$844,545

41 1946

FORT BEND COUNTY, TEXAS
ANNUAL REPORT FOR DISTRICT CLERK - GLORY KETELERS
FOR THE YEAR ENDING DECEMBER 31, 1989
DEPOSITS APPLIED

MONTH	FROM DEPOSITS APPLIED*	FEES OF OFFICE	SHERIFF	JURY FEES	CONSTABLES	LAW LIBRARY	STATE	STENO FEE	AJSF	CERT. COPIES	MISC REFUND
JAN											
FEB	$11,072	$443	$87	$580	$75	$11	$40	$3	$5		$9,828
MAR	14,267	152	18		197						13,900
APR	5				(80)					5	80
MAY											
JUN	2,271	251	17		40	10					1,952
JUL	19,457	8			40					10	19,399
AUG	3,523	104								12	3,407
SEP	1,052	2									1,050
OCT	4,499							45			4,454
NOV	527							45			482
DEC	1,453	15						60			1,378
TOTAL	$58,125	$975	$122	$580	$272	$21	$40	$153	$5	$27	$55,931

SUMMARY	TOTAL	FEES & COPIES	DEPOSITS	R&B	STATE CASE TAX	STATE AGENCIES	OTHER OFFICERS	JURY FEES	LAW LIBRARY	VIDEO FEE	MISC.& REFUNDS	REST. COUNTY	DEPOSITS APPLIED
CRIM	$169,325	$16,193	$42,900	$65,742	$15,414	$9	$20,998			$89	$144	$7,837	
CIVIL	675,220	250,137	116,576		13,650	110,560	93,749	2,915	27,844		59,790		
DEPO		1,155			5	40	394	580	21		55,931		(58,125)
TOTAL	$844,545	$267,485	$159,476	$65,742	$29,069	$110,609	$115,141	$3,495	$27,865	$89	$115,864	$7,837	($58,125)

Notes:

* **DEPOSITS APPLIED are funds that were collected in previous months or years since May 1981 and placed** DEPOSITS FOR COSTS on cases that had not yet been settled. When the case comes to court and is settled these funds are either refunded such as cash bond refunds or overpayment of anticipated court costs in civil, criminal, probate and lunacy cases, or they are paid to the various court costs.

A1 1947

FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
SHERIFF - GUS GEORGE
FOR THE YEAR ENDED DECEMBER SUMMARY OF CASH TRANSACTIONS - FEE OFFICER ACCOUNT
SHERIFF DEPARTMENT

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSENTS	DEBIT ADJ	DEBIT NSF CKS	ENDING BALANCES
JAN	$48,495	$16,969			$20,508			$44,955
FEB	44,955	21,893			16,012			50,837
MAR	50,837	25,709			19,656			56,890
AP	56,890	33,868			30,743			60,015
MAY	60,015	32,374			34,485			57,903
JUN	57,903	27,566			27,864			57,606
JUL	57,606	30,155			31,666		$2	56,092
AUG	56,092	24,197		$2	23,705			56,586
SEP	56,586	30,440			26,110			60,916
OCT	60,916	23,016			34,877			49,055
NOV	49,055	29,670			24,016			54,709
DEC	54,709	25,401			25,983			54,127
TOTALS	$48,495	$321,257		$2	$315,625		$2	$54,127

* Variance due to omitting cents and rounding to nearest dollar.

41 1948

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
FBC SHERIFF'S DEPARTMENT - GUS GEORGE & PERRY R. HILLEGEIST, JR.*
FOR THE YEAR ENDING DECEMBER 31, 1989

		<- - - - - - - - - - - - - - - - DISTRIBION OF FINES COLLECTED AT JAIL- - - - - ->										BONDS	< FEES OF OFFICE >	
	AMOUNT COLLECTED	FINES	CJPF	LEOSE/ LEMIF	CVCF	JCPTF	S.D.	DPS	DPS INS	PARKS & WILDLIFE	CONST	CASH BOND DEPOSITS	OFFENSE REPORTS	COMMISSION TELEPHONE
Jan	$16,969	$3,493	$245	$74	$102	$49	$226	$90	$150	$0	$21	$9,403	$80	$3,036
Feb	21,893	1,400	91	26	48	18	93	21	150	0	9	17,108	76	2,855
Mar	25,709	3,314	220	66	102	44	221	84	450	0	3	18,456	126	2,624
Apr	33,868	3,673	230	69	114	46	241	57	225	0	3	25,393	112	3,706
May	32,374	4,082	240	72	120	48	267	45	300	210	32	20,500	102	6,356
Jun	27,566	3,204	210	63	102	42	222	36	375	0	27	19,200	90	3,995
Jul	30,155	2,507	170	51	87	34	190	42	300	0	0	26,700	74	0
Aug	24,197	2,251	120	36	57	24	145	27	300	0	0	21,050	187	0
Sep	30,440	3,389	230	69	185	46	540	100	225	0	15	25,563	78	0
Oct	23,016	4,322	240	72	190	48	625	60	75	0	20	17,300	64	0
Nov	29,670	1,979	160	48	120	32	380	65	375	0	10	26,450	51	0
Dec	25,401	3,917	265	80	225	53	640	125	375	0	5	19,538	119	60
TOTAL	$321,257	$37,528	$2,421	$725	$1,452	$484	$3,790	$752	$3,300	$210	$145	$246,660	$1,159	$22,632
	$321,257						$50,807					$246,660		$23,791

	FINES COLLECTED AT JAIL FOR JUSTICE COURTS							CASH BONDS COLLECTED AT JAIL FOR ALL COURTS						
MONTH	JP1	JP2-1	JP2-2	JP3	JP4	OUT OF COUNTY	TOTAL FINES	CO & DIST COURTS	JP1	JP2-1	JP2-2	JP3	JP4	TOTAL BONDS
Jan	$1,762	$571	$657	$697	$764		$4,450	$7,603	$800	$0	$200	$600	$200	$9,403
Feb	795	303	188	570			1,855	15,808	800	0	0	300	200	17,108
Mar	1,699	862	897	365	682		4,504	16,756	200	400	0	500	600	18,456
Apr	1,312	1,004	1,139	660	544		4,658	22,976	1,318	400	0	700	0	25,393
May	1,930	945	1,139	220	1,163	$20	5,416	20,000	0	0	0	300	200	20,500
Jun	2,097	274	486	539	886		4,281	17,000	1,800	0	0	0	400	19,200
Jul	1,707	550	310	345	470		3,381	23,500	600	400	200	1,800	200	26,700
Aug	850	779		195	1,136		2,960	19,750	600	200	0	200	300	21,050
Sep	2,015	720	1,183	130	752		4,799	22,713	1,000	0	400	650	800	25,563
Oct	2,005	769	388	370	2,120		5,652	15,550	200	0	400	550	600	17,300
Nov	889	463	185	350	1,282		3,169	23,850	1,400	400	0	400	400	26,450
Dec	2,271	615	396	390	2,013		5,684	18,938	200	0	0	200	200	19,538
TOTAL	$19,330	$7,853	$6,966	$4,830	$11,809	$20	$50,807	$224,443	$8,918	$1,800	$1,200	$6,200	$4,100	$246,660

*Note: Gus George Januanry 1, 1989 thru November 4, 1989; Perry Hillegeist appointed November 6, 1989.

41 1949

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
JUSTICE OF THE PEACE PCT 1 - GARY GEICK
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSEMTS	DEBIT ADJ	DEBIT NSF CKS	ENDING BALANCES
JAN	$21,417	$19,885		$106	$19,671		$57	$21,680
FEB	21,680	18,354		39	19,935		39	20,099
MAR	20,099	20,613			18,554			22,158
AP	22,158	27,401			20,613			28,946
MAY	28,946	25,099			27,351			26,694
JUN	26,694	23,898		83	24,684		83	25,908
JUL	25,908	21,781					59	47,630
AUG	47,630	26,703		118	44,839		59	29,553
SEP	29,553	25,657		59	26,203		153	28,914
OCT	28,914	31,726		259	24,807		392	35,700
NOV	35,700	32,158		227	31,881		205	35,998
DEC	35,998	25,976		205	31,403		59	30,717
TOTALS	$21,417	$299,250		$1,094	$289,939		$1,104	$30,717

* Variance due to omitting cents and rounding to nearest dollar.

A1 1990

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
JUSTICE OF THE PEACE PRECINCT 1 - GARY GEICK
FOR THE YEAR ENDED DECEMBER 31, 1989

CRIMINAL COLLECTIONS

	AMOUNT COLLECTED	FINE/ FEE	DEPOSIT FOR COSTS	CJPF	LEOSE/ LEMIF	CVCF	JCPTF	S.D.	DPS	DPS INS FEE	CONST. # 1	PARKS & WILD-LIFE	P&WL ARRES	LIC & WT	TABC	ANI-MAL CTRL	D.A. HOT CK FEE
JAN	$18,197	$12,253	$200	$1,465	$432	$924	$288	$128	$738	$1,275		$281	$15	$108	$6		$85
FEB	17,178	11,951		1,345	399	807	269	159	654	1,200	$3			208	3		180
MAR	19,300	13,031	400	1,505	449	921	299	178	720	1,425	3	51	6	100	12		200
APR	25,556	17,425	750	1,845	547	1,134	366	327	846	1,800	3	77	9	108	30		290
MAY	23,489	15,913	450	1,745	516	1,056	348	291	777	1,919	15	26	3	118	12		300
JUN	21,857	14,575	1,050	1,635	487	999	325	261	777	1,425	6	51	6		6		255
JUL	20,191	13,795	600	1,485	444	891	297	293	654	1,394	42				12		285
AUG	24,192	16,736	900	1,855	551	1,131	369	314	834	1,177	66	77	6		27		150
SEP	24,175	14,945	1,300	1,705	511	1,299	341	493	1,069	2,364	9				40		100
OCT	29,217	18,661	475	2,190	652	2,074	437	721	1,627	2,190	26	26	5		40		95
NOV	29,261	15,743	1,100	2,560	756	2,553	504	463	2,169	1,857	253	1,178	35		20	$20	50
DEC	24,351	13,874	400	2,028	596	2,024	397	401	1,761	1,422	25	1,296	50		45		33
ST	$276,962	$178,900	$7,625	$21,363	$6,336	$15,812	$4,240	$4,029	$12,626	$19,447	$451	$3,061	$135	$642	$253	$20	$2,023

CIVIL COLLECTIONS

	AMOUNT COLLECTED	FILING FEE	CONST	OUT OF COUNTY	REFUND	JURY FEE
JAN	$1,688	$408	$1,280			
FEB	1,176	296	880			
MAR	1,313	313	1,000			
APR	1,845	485	1,360			
MAY	1,610	450	1,160			
JUN	2,041	521	1,480	$40		
JUL	1,590	430	1,160			
AUG	2,511	631	1,880			
SEP	1,482	362	1,120			
OCT	2,509	629	1,880			
NOV	2,897	722	2,120		$55	
DEC	1,625	380	1,240			$5
ST	$22,287	$5,627	$16,560	$40	$55	$5
TOTAL	$299,249					

CRIMINAL CASE REPORT, 1989

MONTH	CARRY FWD	NEW CASES	DIS-MISSED	PAID	OPEN CASES	CIVIL TOTAL FILED
JAN	3,191	592	246	288	3,249	37
FEB	3,249	387	189	269	3,178	18
MAR	3,178	739	175	299	3,443	19
APR	3,443	661	135	367	3,602	37
MAY	3,602	563	245	348	3,572	32
JUN	3,572	756	197	325	3,806	3
JUL	3,806	427	138	297	3,798	42
AUG	3,798	722	213	369	3,938	43
SEP	3,938	723	110	341	4,210	21
OCT	4,210	721	224	443	4,264	42
NOV	4,264	797	233	504	4,324	46
DEC	4,324	968	294	397	4,601	32
TOTALS	3,191	8,056	2,399	4,247	4,601	372
MONTHLY AVG:		671	200	354		31

* Variance due to omitting cents and rounding to nearest dollar.

41 1951

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
JUSTICE OF THE PEACE PCT 2-1 - R.GEORGE MOLINA
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	CREDIT DISBURSEMTS	DEBIT NSF	DEBIT 89 in 90	ENDING BALANCES
JAN	$16,786	$13,009			$12,033			$17,762
FEB	17,762	18,051	$249		13,596			22,466
MAR	22,466	20,634			15,013			28,087
AP	28,087	10,007			504			37,590
MAY	37,590	31,301			20,041			48,850
JUN	48,850	15,984			21,705			43,129
JUL	43,129	14,657			19,846			37,940
AUG	37,940	18,885	200		20,031			36,994
SEP	36,994	16,853			32,823			21,023
OCT	21,023	22,202			500			42,724
NOV	42,724	17,668			19,673			40,719
DEC	40,719	15,600			37,929		5,007	13,383
TOTALS	$16,786	$214,848	$449		$213,692		$5,007	$13,383

* Variance due to omitting cents and rounding to nearest dollar.

A1 1952

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
JUSTICE OF THE PEACE PRECINCT 2-1 - R. GEORGE MOLINA
FOR THE YEAR ENDED DECEMBER 31, 1989

CRIMINAL COLLECTIONS

	AMOUNT COLLECTED	FINE/ FEE	DEPOSIT FOR COSTS	CJPF	LEOSE/ LEMIF	CVCF	JCPTF	S.D.	DPS	DPS INS FEE	CONST. # 1	PARKS & WILD-LIFE	P&WL ARREST	D.A. HOT C FEE
JAN	$11,878	$8,531	$754	$925	$278	$555	$185		$543	$75	$3			$30
FEB	13,987	9,683	1,250	955	284	573	191		561	450				40
MAR	17,679	13,145	700	1,335	399	801	267	$6	789	225	3			10
APR	17,367	12,592	600	1,215	362	747	241	3	681	300		$510	$6	110
MAY	17,463	12,945	800	1,220	366	732	244	3	708	375				70
JUN	17,342	12,393	850	1,235	371	741	247		735	750				20
JUL	10,950	7,891	600	825	248	495	165	6	477	225	9			10
AUG	15,308	11,161	1,000	1,080	324	648	216	9	624	225	12			10
SEP	17,033	11,100	1,100	1,370	411	1,156	273	21	1,149	375	28			50
OCT	19,299	12,140	1,450	1,510	453	1,382	302	189	1,129	675	59			10
NOV	13,815	9,447	200	1,090	324	1,046	218	286	742	300	33			130
DEC	9,073	6,081	350	595	177	543	119	68	445	600	45			50
ST	$181,192	$127,107	$9,654	$13,355	$3,993	$9,419	$2,668	$591	$8,583	$4,575	$192	$510	$6	$540

CIVIL COLLECTIONS

	AMOUNT COLLECTED	FILING FEE	CONST	ABSTRT JUDGMT	COPIES/ AUTOPSY	REFUNDS
JAN	$2,168	$466	$1,680	$20	$2	
FEB	2,231	506	1,720	5		
MAR	2,955	630	2,320	5		
APR	3,788	736	3,040	10	2	
MAY	2,690	605	2,040	15	23	$7
JUN	3,039	715	2,320		4	
JUL	3,703	728	2,960	15		
AUG	2,962	702	2,240	20		
SEP	2,735	600	2,120	15		
OCT	2,870	625	2,240	5		
NOV	2,445	560	1,880	5		
DEC	2,070	460	1,600	10		
ST	$33,656	$7,333	$26,160	$125	$31	$7

TOTAL $214,848

CRIMINAL CASE REPORT, 1989

MONTH	CARRY FWD	NEW CASES	DIS-MISSED	PAID	OPEN CASES	CIVIL TOTAL FILED
JAN	1170	502	46	252	1374	40
FEB	1374	488	41	271	1550	40
MAR	1550	509	70	349	1640	58
APR	1640	549	77	320	1792	75
MAY	1792	514	81	354	1871	36
JUN	1871	413	94	353	1837	55
JUL	1837	467	102	102	2100	66
AUG	2100	439	114	307	2118	59
SEP	2118	556	140	347	2187	49
OCT	2187	431	62	302	2234	53
NOV	2234	224	86	241	2131	41
DEC	2131	220	42	131	2178	36
TOTALS	1170	5,312	975	3,329	2,178	610
MONTHLY AVG:		443	81	277		51

* Variance due to omitting cents and rounding to nearest dollar.

41 1953

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
JUSTICE OF THE PEACE PCT 2-2 - GARY FREDRICKSON
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSEMTS	DEBIT ADJ	DEBIT 1989/1990	ENDING BALANCES
JAN	$20,531	$23,445			$20,531			$23,445
FEB	23,445	16,701			23,475			16,671
MAR	16,671	23,568			16,671			23,568
AP	23,568	22,813			23,568			22,813
MAY	22,813	19,016			22,813			19,016
JUN	19,016	21,533			19,016			21,533
JUL	21,533	23,227			21,533			23,227
AUG	23,227	15,083			23,227			15,083
SEP	15,083	15,224			17,787			12,521
OCT	12,521	10,560			12,521			10,560
NOV	10,560	19,131			19,656			10,035
DEC	10,035	22,302			14,540		10,063	7,735
TOTALS	$20,531	$232,602			$235,336		$10,063	$7,735

* Variance due to omitting cents and rounding to nearest dollar.

41 1954

27

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
JUSTICE OF THE PEACE PRECINCT 2-2 - GARY FREDRICKSON
FOR THE YEAR ENDED DECEMBER 31, 1989

CRIMINAL COLLECTIONS

	AMOUNT COLLECTED	FINE/ FEE	CJPF	LEOSE/ LEMIF	CVCF	JCPTF	S.D.	DPS	DPS INS FEE	CONST. # 1	PARKS & WILD-LIFE	P&WL ARREST	LIC & WEIGHT	TABC	CASH BOND RFND	D.A. HOT CK FEE
JAN	$23,204	$17,171	$1,685	$500	$1,011	$337	$9	$981	$825				$650			$35
FEB	16,436	12,337	1,200	355	724	237	3	690	450	$6			375	$9	$30	20
MAR	23,409	17,314	1,750	513	1,050	350	12	993	600	24	$43	$3	700	3		55
APR	22,546	16,334	1,655	492	993	331	9	954	1,200	6	51	6	475			40
MAY	18,424	13,825	1,320	394	792	264	3	756	525	6			500	9		30
JUN	21,318	16,442	1,425	421	855	285		834	600	3		3	425			25
JUL	22,578	16,096	1,520	451	925	300	6	870	1,125		425	6	825			30
AUG	17,717	13,300	1,300	383	784	257		744	525	15			375			35
SEP	12,421	8,719	950	284	758	190	8	724	375	8			375			30
OCT	19,166	13,472	1,460	438	1,270	292	28	1,204	600	13	30	5	325			30
NOV	14,270	9,468	1,180	354	1,118	236	16	1,073	225	13	145	3	425			15
DEC	17,592	12,919	1,250	368	1,100	250	5	1,080	525	10			75	5		5
ST	$229,079	$167,396	$16,695	$4,951	$11,379	$3,329	$99	$10,903	$7,575	$104	$693	$26	$5,525	$26	$30	$350

CIVIL COLLECTIONS

	AMOUNT COLLECTED	FILING FEE	CONST	ABSTRT JUDGMT	DIST ATTY	SHERIFF
JAN	$241	$81	$160			
FEB	265	65	200			
MAR	159	39	120			
APR	267	67	200			
MAY	592	409	120	$5	$39	$19
JUN	215	95	120			
JUL	649	129	520			
AUG	70	30	40			
SEP	100	20	80			
OCT	490	130	360			
NOV	270	70	200			
DEC	205	35	160	10		
ST	$3,523	$1,170	$2,280	$15	$39	$19

TOTAL $232,602

CRIMINAL CASE REPORT, 1989

MONTH	CARRY FWD	NEW CASES	DIS-MISSED	PAID	OPEN CASES	CIVIL TOTAL FILED
JAN	1,630	563	406	337	1,450	8
FEB	1,450	410	52	240	1,568	6
MAR	1,568	512	118	350	1,612	3
APR	1,612	458	92	331	1,647	5
MAY	1,647	347	139	264	1,591	6
JUN	1,591	369	110	285	1,565	6
JUL	1,565	468	68	303	1,662	12
AUG	1,662	328	52	260	1,678	2
SEP	1,678	345	36	190	1,797	1
OCT	1,797	346	60	292	1,791	9
NOV	1,791	338	123	236	1,770	5
DEC	1,770	263	104	250	1,679	2
TOTALS	1,630	4,747	1,360	3,338	1,679	65
MONTHLY AVG...		396	113	278		5

* Variance due to omitting cents and rounding to nearest dollar.

41 1955

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
JUSTICE OF THE PEACE PCT 3 - ROBERT STAHL
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSEMTS	DEBIT ADJ	DEBIT 1989/1990	ENDING BALANCES
JAN	$15,169	$6,687			$7,411			$14,444
FEB	14,444	5,677			6,999			13,121
MAR	13,121	17,282			8,600			21,804
AP	21,804	11,974						33,777
MAY	33,777	9,835			19,320			24,292
JUN	24,292	9,159			7,349			26,102
JUL	26,102	10,760			20,827			16,035
AUG	16,035	8,592			9,185			15,442
SEP	15,442	6,809			7,460			14,792
OCT	14,792	7,728			7,527			14,993
NOV	14,993	8,557			9,682			13,868
DEC	13,868	11,115			7,650	3,525		13,808
TOTALS	$15,169	$114,174			$112,009	$3,525		$13,808

* Variance due to omitting cents and rounding to nearest dollar.

A1 1956

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
JUSTICE OF THE PEACE PRECINCT 3 - ROBERT STAHL
FOR THE YEAR ENDED DECEMBER 31, 1989

CRIMINAL COLLECTIONS

	AMOUNT COLLECTED	FINE/ FEE	DEPOSIT FOR COSTS	CJPF	LEOSE/ LEMIF	CVCF	JCPTF	S.D.	DPS	DPS INS FEE	CONST.	PARKS & WILD- LIFE	P&WL ARREST	TABC	ANI- MAL CTRL	CASH BOND RFND	D.A. HOT CK FEE
JAN	$6,337	$3,172	$1,600	$395	$116	$246	$78	$160	$3	$300	$176	$29	$3				$60
FEB	4,958	3,714		335	97	204	67	147	9	260	97				$3		25
MAR	7,652	5,353	100	535	150	339	101	202	3	450	212	88	9				110
APR	3,903	2,654		295	85	186	58	130	10	281	104	29	3	$3			65
MAY	5,929	3,789	400	420	124	277	94	187	12	320	133			4			170
JUN	6,970	4,313		560	170	348	113	212	3	750	73	29	3	6			390
JUL	5,354	2,692	1,100	380	110	222	74	176	24	290	68			3			215
AUG	3,436	1,953		265	77	168	51	117		495	18	29	3			$75	185
SEP	4,325	2,540		350	102	276	68	258		332	13	88	13				285
OCT	3,547	2,057		295	82	261	55	246	44	134	72	117	15				170
NOV	3,701	1,881	200	330	98	297	65	198	80	375	53		5				120
DEC	5,845	3,060	400	485	146	466	97	215	200	575	121						80
ST	$61,955	$37,176	$3,800	$4,645	$1,355	$3,290	$921	$2,247	$388	$4,561	$1,140	$411	$54	$16	$3	$75	$1,875

CIVIL COLLECTIONS

	AMOUNT COLLECTED	FILING FEE	CONST	ABSTRT JUDGMT	COPIES/ AUTOPSY	REFUND	JURY FEE	APPEAL BOND
JAN	$2,262	$419	$1,720	$75	$8	$40		
FEB	3,642	716	2,880	30	6		$10	
MAR	7,307	864	3,360		3	80		$3,000
APR	5,559	725	2,800	30	4			2,000
MAY	3,907	758	3,120	15	9		5	
JUN	6,472	779	2,920	10	23	40		2,700
JUL	3,731	775	2,920	20	1	5	10	
AUG	3,674	792	2,840		2	40		
SEP	3,282	665	2,520	10	7			80
OCT	4,435	705	2,720		5		5	1,000
NOV	4,149	1,010	3,120	5	9		5	
DEC	3,800	780	3,000	15	0		5	
ST	$52,218	$8,988	$33,920	$210	$75	$205	$40	$8,780
TOTAL	$114,174							

CRIMINAL CASE REPORT, 1989 — CIVIL

MONTH	CARRY FWD	NEW CASES	DIS- MISSED	PAID	OPEN CASES	TOTAL FILED
JAN	25	140	7	106	52	29
FEB	52	109	12	88	61	45
MAR	61	165	9	127	90	62
APR	90	124	8	82	124	49
MAY	124	121	12	104	129	47
JUN	129	143	10	140	122	54
JUL	122	132	14	101	139	50
AUG	139	178	12	81	224	52
SEP	224	66	9	82	199	44
OCT	199	142	8	65	268	46
NOV	268	226	8	69	417	64
DEC	417	203	11	113	496	49
TOTALS	25	1,749	120	1,158	496	591
MONTHLY AVG...		146	10	97		49

* Variance due to omitting cents and rounding to nearest dollar.

A1 1057

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
JUSTICE OF THE PEACE PCT 4 - JAMES ADOLPHUS
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSEMTS	DEBIT ADJ	DEBIT NSF CKS	ENDING BALANCES
JAN	$20,629	$12,068			$14,243			$18,453
FEB	18,453	15,014			12,275			21,193
MAR	21,193	13,420			14,513			20,100
AP	20,100	15,684						35,784
MAY	35,784	13,546			29,399			19,931
JUN	19,931	12,876			400			32,407
JUL	32,407	12,849			25,622			19,634
AUG	19,634	16,688			13,323			23,000
SEP	23,000	16,504			16,155			23,349
OCT	23,349	19,042			16,654			25,737
NOV	25,737	20,202			20,158			25,782
DEC	25,782	16,637						42,419
TOTALS	$20,629	$184,530			$162,740			$42,419

* Variance due to omitting cents and rounding to nearest dollar.

41 1958

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
JUSTICE OF THE PEACE PRECINCT 4 - JAMES C. ADOLPHUS
FOR THE YEAR ENDED DECEMBER 31, 1989

CRIMINAL COLLECTIONS

	AMOUNT COLLECTED	FINE/ FEE	DEPOSIT FOR COSTS	CJPF	LEOSE/ LEMIF	CVCF	JCPTF	S.D.	DPS	DPS INS FEE	CONST	PARKS & WILD- LIFE	P&WL ARREST	TABC	OUT OF CO	CASH BOND RFND	OTHER AGNCY	D.A. HOT C FEE
JAN	$11,457	$8,288	$60	$815	$245	$489	$163	$170	$312	$900	$12			$3				
FEB	14,159	10,648	240	830	240	498	166	195	303	975	18				$6			$40
MAR	13,807	10,629	351	860	258	516	172	236	276	450	24					$6		30
APR	12,755	9,578		845	248	507	169	141	291	675	87							215
MAY	11,679	8,107	800	760	225	456	152	285	171	600	33							90
JUN	11,951	8,738		795	237	477	159	203	255	1,050	27							10
JUL	12,542	8,929	60	865	259	519	173	268	198	1,050	69			9			$3	140
AUG	14,461	10,741		1,070	321	642	214	324	258	750	81			15				45
SEP	15,814	11,311		1,235	367	937	247	364	504	675	103			5				66
OCT	19,133	11,404		1,690	506	1,565	337	703	762	1,425	229	213	5	5		150		140
NOV	17,981	10,431		1,655	497	1,589	331	632	964	1,725	93							65
DEC	14,247	8,803		1,285	386	1,239	257	402	777	825	120							154
ST	$169,984	$117,605	$1,511	$12,705	$3,786	$9,434	$2,540	$3,923	$5,071	$11,100	$896	$213	$5	$37	$6	$156	$3	$994

CIVIL COLLECTIONS

	AMOUNT COLLECTED	FILING FEE	CONST	ABSTRT JUDGMT	COPIES AUTOPS	JURY FEE
JAN	$878	$208	$640	$25	$5	
FEB	588	161	400	15	12	
MAR	1,297	337	960			
APR	1,245	285	960			
MAY	1,868	476	1,360	30	2	
JUN	925	235	680	10		
JUL	841	196	640			$5
AUG	1,694	409	1,280	5		
SEP	690	165	520			5
OCT	1,175	275	880	15		5
NOV	1,220	290	920	10		
DEC	2,125	555	1,560	5		5
ST	$14,546	$3,592	$10,800	$115	$19	$20

TOTAL $184,530

CRIMINAL CASE REPORT, 1989

MONTH	CARRY FWD	NEW CASES	DIS- MISSED	PAID	OPEN CASES	CIVIL TOTAL FILED
JAN	3,741	437	149	163	3,866	22
FEB	3,866	356	119	166	3,937	18
MAR	3,937	362	120	172	4,007	27
APR	4,007	407	128	169	4,117	21
MAY	4,117	225	135	152	4,055	40
JUN	4,055	422	126	159	4,192	20
JUL	4,192	364	151	173	4,232	19
AUG	4,232	341	138	214	4,221	32
SEP	4,221	454	113	247	4,315	32
OCT	4,315	433	176	337	4,235	18
NOV	4,235	493	147	331	4,250	27
DEC	4,250	378	132	257	4,239	40
TOTALS	3,741	4,672	1,634	2,540	4,239	316
MONTHLY AVG...		389	136	212		26

* Variance due to omitting cents and rounding to nearest dollar.

41 1059

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
JUSTICES OF THE PEACE - ALL PRECINCTS
FOR THE YEAR ENDING DECEMBER 31, 1989

CIVIL & CRIMINAL	JP-1 GEICK	JP-2-1 FREDRICKSON	JP-2-2 MOLINA	JP-3 STAHL	JP-4 ADOLPHUS	TOTALS
FEES & FINES	$184,533	$134,596	$168,581	$46,489	$121,351	$655,549
SHERIFF	4,029	591	118	2,247	3,923	10,908
CONSTABLE	17,011	26,352	2,384	35,060	11,696	92,503
LEOSE/LEMIF	6,336	3,993	4,951	1,355	3,786	20,420
CJPF	21,363	13,355	16,695	4,645	12,705	68,763
CVCF	15,812	9,419	11,379	3,290	9,434	49,334
JCPTF	4,240	2,668	3,329	921	2,540	13,698
DPS (ARREST FEE)	12,626	8,583	10,903	388	5,071	37,571
DPS INS	19,447	4,575	7,575	4,561	11,100	47,257
PARKS & WILDLIFE	3,061	510	693	411	213	4,886
P&WL ARREST FEE	135	6	26	54	5	226
LICENSE & WEIGHT	642	0	5,525	0	0	6,167
TABC	253	0	26	16	37	332
DEPOSITS FOR COSTS	7,625	9,654	0	12,580	1,511	31,369
D.A. HOT CHECK	2,023	540	389	1,875	994	5,821
ANIMAL CONTROL	20	0	0	3	0	23
MISC & REFUNDS	95	7	30	280	165	577
TOTALS	$299,250	$214,848	$232,602	$114,174	$184,530	$1,045,403
% OF TOTAL COLUMN	28.63%	20.55%	22.25%	10.92%	17.65%	100.00%

41 1080

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
JUSTICES OF THE PEACE CASE SUMMARY
FOR THE YEAR ENDED DECEMBER 31, 1989

CRIMINAL CASE SUMMARY - ALL JP'S

	JP1	JP2-1	JP2-2	JP3	JP4
CARRY FORWARD:	3191	1170	1630	25	3741
NEW CASES FILED FY89	8056	5312	4747	1749	4672
avg/month	671	443	396	146	389
DISMISSED FY89	2399	975	1360	120	1634
avg/month	200	81	113	10	136
PAID FY89	4247	3329	3338	1158	2540
avg/month	354	277	278	97	212
TOTAL OPEN CASES:	4601	2178	1679	496	4239
AVG CASES HANDLED/MONTH:	1225	801	787	252	737
CIVIL CASES FILED FY89:	372	610	65	591	316
avg/month	41	60	4	59	27

41 1091

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
CONSTABLE PCT 1 - R. L. "TINY" GASTON
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSEMTS	DEBIT ADJ	DEBIT NSF CKS	ENDING BALANCES
JAN	$1,904	$4,699						$6,603
FEB	21,680	1,637			$6,526			16,791
MAR	$20,099	$2,207			$1,637			$20,669
AP	22,158	17,659						39,816
MAY	28,946	34,722			19,906			43,762
JUN	26,694	20,481			53,935		$80	(6,840)
JUL	25,908	10,786	$106	$80	1,938			34,942
AUG	47,630	27,030			29,658			45,002
SEP	29,553	41,066			25,651			44,968
OCT	28,914	18,856			36,023			11,747
NOV	35,700	59,134			62,815			32,019
DEC	35,998	8,152			8,822			35,328
TOTALS	$1,904	$246,430	$106	$80	$246,911		$80	$1,529

* Variance due to omitting cents and rounding to nearest dollar.

41 1062

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
CONSTABLE PRECINCT 1 - R L "TINY" GASTON
FOR THE YEAR ENDED DECEMBER 31, 1989

	AMOUNT COLLECTED	FEES OF OFFICE	COMMISSIONS	EXECUTIONS	MISC
JAN	$4,699	$2,090	$45	$2,564	
FEB	1,637	1,625	12		
MAR	2,207	2,207			
APR	17,659	1,760	209	15,302	$388
MAY	34,722	2,760	493	11,141	20,328
JUN	20,481	1,030	279	18,742	430
JUL	10,786	2,467	179	7,765	375
AUG	27,030	1,850	527	23,948	705
SEP	41,066	1,570	575	38,007	914
OCT	18,856	2,355	634	15,022	846
NOV	59,134	1,870	392	56,546	826
DEC	8,152	1,415	177	6,290	270
TOTALS	$246,430	$22,999	$3,522	$195,328	$24,581

Total Fees:	$22,999
Total Commissions:	3,522
TOTAL TO GEN'L FUN	$26,521
Total Executions:	$195,328
Total Misc.:	24,581
TOTAL PAID OUT:	219,909
TOTAL COLLECTIONS:	$246,430

41 1989

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
CONSTABLE PCT 2 - R. L. BREEDING
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSEMTS	DEBIT ADJ	DEBIT NSF CKS	ENDING BALANCES
JAN		$2,515						$2,515
FEB	$2,515	2,520			$2,515			2,520
MAR	2,520	2,883			2,520			2,883
AP	2,883	3,970			4,961			1,891
MAY	1,891	3,180			1,791			3,280
JUN	3,280	1,680			3,280			1,680
JUL ..	1,680	1,760			1,680			1,760
AUG	1,760	1,810			1,770			1,800
SEP	1,800	2,376			1,840			2,338
OCT	2,338	2,543			2,338		$40	2,503
NOV	2,503	2,215		$40	2,543			2,215
DEC	2,215	1,600			2,255			1,560
TOTALS		$29,053		$40	$27,493		$40	$1,560

* Variance due to omitting cents and rounding to nearest dollar.

A1 1964

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
CONSTABLE PRECINCT 2 - RAY L. BREEDING
FOR THE YEAR ENDED DECEMBER 31, 1989

	AMOUNT COLLECTED	FEES OF OFFICE	COMMISSIONS	EXECUTIONS	MISC
JAN	$2,515	$2,515			
FEB	2,520	2,520			
MAR	2,883	2,883			
APR	3,970	1,531	$60	$2,379	
MAY	3,180	2,475	23	442	$240
JUN	1,680	1,680			
JUL	1,760	1,760			
AUG	1,810	1,800			10
SEP	2,378	1,848	12	477	40
OCT	2,543	2,400			143
NOV	2,215	2,215			
DEC	1,600	1,600			
TOTALS	$29,053	$25,227	$95	$3,298	$433

Total Fees:	$25,227
Total Commissions:	95
TOTAL TO GEN'L FUN	$25,322
Total Executions:	$3,298
Total Misc.:	433
TOTAL PAID OUT:	3,731
TOTAL COLLECTIONS:	$29,053

A1 1095

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
CONSTABLE PCT 3 - ROB COOK
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSEMTS	DEBIT ADJ	DEBIT NSF CKS	ENDING BALANCES
JAN	$5,938	$9,590		$160	$10,232		$160	$5,297
FEB	5,297	8,335	$2,892		6,939			9,584
MAR	9,584	11,934			14,327			7,191
AP	7,191	16,115			11,862			11,445
MAY	11,445	7,510			6,413			12,542
JUN	12,542	15,615			16,513			11,644
JUL	11,644	42,160			1,844			51,959
AUG	51,959	32,355			74,990			9,323
SEP	9,323	6,054			10,863			4,514
OCT	4,514	8,776			6,985			6,305
NOV	6,305	12,636			11,514			7,427
DEC	7,427	8,907			6,600			9,734
TOTALS	$5,938	$179,987	$2,892	$160	$179,082		$160	$9,734

* Variance due to omitting cents and rounding to nearest dollar.

41 1989

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
CONSTABLE PRECINCT 3 - ROB COOK
FOR THE YEAR ENDED DECEMBER 31, 1989

	AMOUNT COLLECTED	FEES OF OFFICE	COMMISSIONS	EXECUTIONS	MISC
JAN	$9,590	$5,199	$98	$4,294	
FEB	8,335	6,280	143	1,912	
MAR	11,934	6,392	117	5,425	
APR	16,115	4,850	182	11,083	
MAY	7,510	5,230	99	2,181	
JUN	15,615	5,880	229	9,506	
JUL	42,160	5,120	309	35,595	$1,135
AUG	32,355	5,600	304	26,451	
SEP	6,894	4,275	119	1,588	913
OCT	8,336	6,410	56	1,870	
NOV	12,436	5,000	166	7,270	
DEC	8,707	4,320	59	4,328	
TOTALS	$179,987	$64,556	$1,881	$111,502	$2,048

Total Fees:	$64,556
Total Commissions:	1,881
TOTAL TO GEN'L FUND	$66,437
Total Executions:	$111,502
Total Misc.:	2,048
TOTAL PAID OUT:	113,549
TOTAL COLLECTIONS:	$179,987

A1 1997

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
CONSTABLE PCT 4 - H. S. "HAL" WERLEIN
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSEMTS	DEBIT 1989/1990	DEBIT NSF CKS	ENDING BALANCES
JAN	$2,906	$4,360			$1,833			$5,434
FEB	5,434	3,160			5,474			3,120
MAR	3,120	6,060			3,160			6,020
AP	6,020	6,085						12,105
MAY	12,105	6,050			9,531			8,624
JUN	8,624	3,589		$674	6,066		$674	6,147
JUL	6,147	16,545			14,250			8,443
AUG	8,443	22,416			23,878		40	6,941
SEP	6,941	14,725			13,045			8,621
OCT	8,621	8,628			10,723			6,525
NOV	6,525	22,248			14,646			14,127
DEC	14,127	17,071			28,524	$480		2,194
TOTALS	$2,906	$130,937		$674	$131,129	$480	$714	$2,194

* Variance due to omitting cents and rounding to nearest dollar.

41 1098

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
CONSTABLE PRECINCT 4 - H."HAL" SHEPARD WERLEIN
FOR THE YEAR ENDED DECEMBER 31, 1989

	AMOUNT COLLECTED	FEES OF OFFICE	COMMISSIONS	EXECUTIONS	MISC
JAN	$4,360	$2,462	$66	$1,833	
FEB	3,160	3,160			
MAR	2,400	2,400			
APR	9,745	3,316	91	6,339	
MAY	6,050	2,728	58	3,264	
JUN	3,629	2,755	34	840	
JUL	16,505	2,600	251	13,436	$219
AUG	22,416	4,000	130	18,285	
SEP	14,725	4,210	155	10,355	5
OCT	8,828	3,360	189	5,279	
NOV	22,048	2,240	267	19,453	88
DEC	17,071	2,480	234	14,347	10
TOTALS	$130,937	$35,711	$1,474	$93,431	$322

Total Fees:	$35,711
Total Commissions:	1,474
TOTAL TO GEN'L FUN	$37,185
Total Executions:	$93,431
Total Misc.:	322
TOTAL PAID OUT:	$93,752
TOTAL COLLECTIONS:	$130,937

41 1069

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
SUMMARY OF CASH TRANSACTIONS FEE OFFICER ACCOUNT FUND
MEERGENCY MEDICAL SERVICE - DANIEL KOSLER, DIRECTOR
FOR THE YEAR ENDED DECEMBER 31, 1989

	BEGINNING BALANCE	RECEIPTS	CREDIT ADJ	CREDIT REDEPOSIT	DISBURSEMTS	DEBIT ADJ	DEBIT NSF CKS	ENDING BALANCES
JAN	$12,326	$12,973		$25	$12,377			$12,947
FEB	21,680	9,110	$1		13,180			17,611
MAR	20,099	6,867			8,938		$77	17,951
AP	22,158	8,761			6,963		39	23,916
MAY	28,946	10,455			8,862			30,539
JUN	26,694	10,451			10,280			26,864
JUL	25,908	12,936			10,303		60	28,481
AUG	47,630	7,476			12,872		12	42,222
SEP	29,553	9,849		12	7,469			31,946
OCT	28,914	8,973			9,833		69	27,985
NOV	35,700	8,525			8,945			35,280
DEC	35,998	8,729		69	9,180			35,616
TOTALS	$12,326	$115,105	$1	$106	$119,202		$257	$8,080

* Variance due to omitting cents and rounding to nearest dollar.

41 1970

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
FBC AMBULANCE SERVICE (EMS) - DANIEL KOSLER, DIRECTOR
FOR THE YEAR ENDING DECEMBER 31, 1989

MONTH	TOTAL # CHARGES	TOTAL $ CHARGES	TOTAL # COLLECTED	AMOUNT COLLECTED	FEES TO GEN'L FUND	REFUNDS	ADJUSTMENTS NSF CKS	ADJUSTMENTS REDEPOSITS
JAN	124	$7,220.00	339	$12,972	$12,946	$51		($25)
FEB	10	570.00	224	9,110	8,877	233		
MAr	270	16,794.60	205	6,868	6,730	61	78	
APR	201	12,064.00	216	8,761	8,438	284	39	
MAY	438	27,100.00	308	10,455	10,062	392		
JUN	520	31,974.00	285	10,451	10,252	199		
JUL	90	5,505.00	338	12,936	12,825	51	60	
AUG	482	29,426.00	201	7,464	7,418	46		
SEP	69	4,400.00	270	9,873	9,810	51	12	
OCT	251	15,477.00	247	8,892	8,830	73		(12)
NOV	298	18,140.00	246	9,285	9,152	64	69	
DEC	122	7,365.30	204	8,038	8,067	41		(69)
TOTALS	2,875	$176,036	3,083	$115,105	$113,408	$1,546	$258	($106)

*NOTE: Refunds are issued only when an overpayment of a bill has occurred, usually when a bill was paid by both the patient and their insurance.

Variance due to omitting cents and rounding to nearest dollar.

41 1971

FORT BEND COUNTY, TEXAS
FEE OFFICERS' ANNUAL REPORT
FEE COLLECTIONS FOR NON-ELECTED FEE OFFICER DEPARTMENTS
FOR THE YEAR ENDING DECEMBER 31, 1989

DEPARTMENT DEPT HEAD/OFFICER	1989	COLLECTIONS 1988	1987	1986	1985	1984	1983	1982
CHILD SUPPORT Elizabeth LaVois	$21,516	$19,428	$24,852	$11,604	$13,560	$19,248	$17,988	$15,312
HEALTH & SANITATION Walter Culpepper, M.D.	28,422	27,379	25,638	13,113	8,619	411	460	481
EMERGENCY MEDICAL SERVICE Daniel Kosler	113,471	135,903	106,310	108,445	124,334	125,292	115,953	76,607
SANITARY LANDFILL Laidlaw Waste	1,563,478	1,638,627	1,585,115	941,461	870,388	727,985	1,113,117	1,066,985
ANIMAL CONTROL Cindy Reeves	8,228	13,863	17,266	28,370	25,378	16,814	24,830	8,961
LIBRARIES Roman Bohachevsky	65,407	58,047	45,809	27,891	29,071	24,928	17,351	15,763
INDIGENT CARE Hopie Solomon	1,083	1,203	1,261	2,183	2,547	33,442	5,692	3,267
FAIRGROUNDS Travis Boeker	55,159	67,909	52,047	48,428	53,403	55,177	49,123	60,598
ADULT PROBATION A.E. "Al" Dobson	552,323	638,372	534,241	366,654	243,208	196,434	168,406	128,463
JUVENILE PROBATION Dennis McAfee	27,036	33,279	33,082	26,194	9,088	7,176	6,151	2,232
COUNTY ENGINEERING Ronald Drachenberg	15,559	18,625	6,275	3,300	4,700	8,070	8,250	9,700
BAIL BOND BOARD Mary Lynn Chesshire	2,500	5,500	3,500	106,000	4,500	46,000	55,122	142,500
TOTALS	$2,454,182	$2,658,135	$2,435,395	$1,683,643	$1,388,796	$1,260,978	$1,582,442	$1,530,868

Note: Commissioners' Court has authorized the above fees to be assessed and collected by the various department. The figures are not incorporated in the annual report and are shown here for general information with the exception of the Emergency Medical Service which is included in the Fee Officer Fund Account.

41 1972

FORT BEND COUNTY, TEXAS
SALARIES AND BONDS FOR FEE OFFICERS
FOR THE YEAR ENDED DECEMBER 31, 1989

OFFICE OR DEPARTMENT	OFFICIAL	SALARY	BONDING COMPANY	BOND
DISTRICT ATTORNEY	SAM DICK	63,425 *	WESTERN SURETY COMPANY	5,000
COUNTY JUDGE	JODIE STAVINOHA	49,350	MERCHANTS BONDING COMPANY	10,000
SHERIFF **	GUS GEORGE	47,250	MERCHANTS BONDING COMPANY	10,000
	PERRY R HILLEGEIST, JR.	47,250	WESTERN SURETY COMPANY	10,000
COUNTY CLERK	DIANNE WILSON	42,000	WESTERN SURETY COMPANY	5,000
TAX COLLECTOR	MARSHA GAINES	42,000	THE HARTFORD INSURANCE GROUP	100,000
DISTRICT CLERK	GLORY KETELERS	39,900	WESTERN SURETY COMPANY	5,000
COUNTY TREASURER	KATHY HYNSON	41,800	WESTERN SURETY COMPANY	10,000
JUSTICE OF THE PEACE PCT 1	GARY GEICK	33,600	WESTERN SURETY COMPANY	1,000
JUSTICE OF THE PEACE PCT 2-1	R. GEORGE MOLINA	33,600	WESTERN SURETY COMPANY	1,000
JUSTICE OF THE PEACE PCT 2-2	GARY FREDRICKSON	35,200	WESTERN SURETY COMPANY	1,000
JUSTICE OF THE PEACE PCT 3	ROBERT STAHL	35,200	WESTERN SURETY COMPANY	1,000
JUSTICE OF THE PEACE PCT 4	JAMES ADOLPHUS	35,200	WESTERN SURETY COMPANY	1,000
CONSTABLE PCT 1	R.L. GASTON	28,350	STATE FARM FIRE & CASUALTY CO.	1,000
CONSTABLE PCT 2	R. L. BREEDING	28,350	MERCHANTS BONDING COMPANY	1,500
CONSTABLE PCT 3	ROB COOK	28,350	MERCHANTS BONDING COMPANY	10,000
CONSTABLE PCT 4	H. S. "HAL" WERLEIN	28,350	MERCHANTS BONDING COMPANY	1,500

* $50,522 paid by State of Texas

** Gus George January 1, 1989 thru November 4, 1989; Perry R. Hillegeist appointed November 6, 1989.

41 1973

18. CONSIDER RECLASSIFICATION OF PERSONNEL IN PCT. 1, PCT. 2 AND ENGINEERING DEPT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly and unanimously carried, it is ordered to approve reclassification of Jerry Pavliska, Pct. 1 employee.

Moved by Commissioner Denham, Seconded by Commissioner Pressley duly put and unanimously carried, it is ordered to postpone reclassification of personnel in Pct. 2 and Engineering Department.

19. CONSIDER APPLICATION FROM SUGAR LAND TELEPHONE TO INSTALL CABLE ALONG PECAN DR., PCT. 3:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Sugar Land Telephone to install cable along Pecan Dr., Pct. 3. (Recorded in minutes in full)

20. CONSIDER APPLICATION FROM FORT BEND TELEPHONE TO INSTALL CABLE ALONG TIERRA GRANDE DR., PCT. 2:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Fort Bend Telephone to install cable along Tierra Grande Dr., Pct. 2. (Recorded in minutes in full)

21. CONSIDER APPLICATION FROM STAR CABLE ASSOC. TO INSTALL CABLE UNDER OR ALONG KNIGHT RD., MCKEEVER RD. & MICHAEL WAYNE RD., PCT. 2:

Moved by Commissioner Lutts, Seconded by Commissioner Pressely, duly put and unanimously carried, it is ordered to approve application from Star Cable Assoc. to install cable under or along Knight Rd., McKeever Rd. & Michael Wayne Rd., Pct. 2. Performance bond in the amount of $2,000 was presented to the Court. (Recorded in minutes in full)

22. CONSIDER APPLICATION FROM PRIME CABLE TO INSTALL CABLE UNDER & ALONG STREETS IN COLONY OAKS, SEC. 1; COLONY MEADOW, SEC. 1; AND CLAYTON'S BEND, SEC. 1 & 2, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Prime Cable to install cable under & along streets in Colony Oaks, Sec. 1; Colony Meadow, Sec. 1; and Clayton's Bend, Sec. 1 & 2, Pct. 4. (Recorded in minutes in full)

23. CONSIDER APPLICATION FROM TEXAS CAPITAL BANK/FORT BEND TO INSTALL CULVERTS PARALLEL WITH FAIRCHILDS CREEK II-B-10-1, PCT. 1:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Texas Capital Bank/Fort Bend to install culverts parallel with Fairchilds Creek II-B-10-1, Pct. 1. Cashiers check in the amount of $2,000 was presented to the Court. (Recorded in minutes in full)

24. CONSIDER APPLICATION FROM UTICON INC. TO LAY SEWER LINES UNDER & ALONG SEVERAL STREETS IN ARCOLA AREA, PCT. 2:

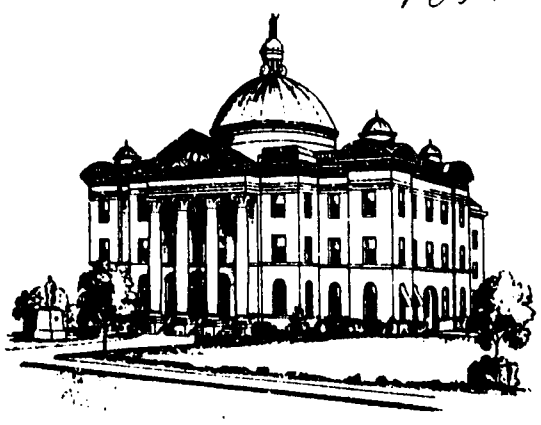
Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Uticon Inc. to lay sewer lines under & along several streets in Arcola area,

Agenda Item - May 7, 1990
Position reclassification - Pct. #1

18

41 1975

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

May 1, 1990

Mr. Richard Selleh
Administrative Coordinator/Personnel Director
P. O. Box 326
Richmond, Texas 77469

RE: Jerry Pavliska, Lt. Equip. Opr III, Grade 7, Step 2

Dear Richard:

This letter is a request to change the classification of the above referenced employee from a Grade 7, Step 2 ($7.75 per hour), to a Heavy Equipment Operator I Grade 8, Step 2, ($8.25 per hour). This change coincides with his annual evaluation.

Jerry Pavliska has been employed with Precinct #1 since 5-23-83 and he has seven years experience operating a 10 yard dump truck, front end loader, tractor and shredder and small dump truck. He is very experienced in loading and hauling material and he has proven himself to be a dependable and capable driver. He takes very good care of his vehicle and his job performance is excellent. He responds well to his supervisor and can always be counted on to do an outstanding job on any project.

Jerry has much experience on the job and is also capable of operating the pot hole patcher, the compactor, and the iron wheel roller on our road construction jobs. He is versatile and can be used on bridge construction crews as well as on the highway with a truck. He works well with others and requires only minimal supervision. He willingly takes any type of work assignment given to him and he demonstrates pride in his work.

Due to the disparity in his job classification and of others at Precinct #1 who are performing the same job, I would like to have his pay grade reclassified in order to provide Jerry with a salary comparable to others performing the same duties. He is a hard worker and a dependable employee and I feel this is only fair for him to be reclassified as explained above. Thank you for your consideration.

Very truly yours,

R. L. O'Shieles
Commissioner, Precinct #1
Fort Bend County

RLO:lm

19

41 1976

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Sugar Land Telephone Co.

Dated 4/9/90, Bond No. 9583227T, Permit No. 81154 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Beachaby
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.

41 1977

Appl. # 81155

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

4-16-90
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

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $25,000.00
11-1-90

8/3/87

41 1978

SUGAR LAND TELEPHONE COMPANY

Post Office Box 650
Sugar Land, Texas 77487
713-494-2121

RECEIVED

April 9, 1990

The Office of the County Engineer of Fort Bend County
P.O. Box 1028
Rosenberg, Tx. 77471

Attn: Karl Baker

Re: Permit application for Sugar Land Telco

Please submit to the County Commissioner's Court, the enclosed permit application. This permit is for a buried fiber optic cable, to be placed parallel to the south right of way line of Pecan Drive, within the Hidden Lakes sub division.

Sugar Land Telephone Company has a $25,000 bond on file with the county clerk, in volume 1121, page 154, of the Fort Bend County official records. The continuation certificate of this bond, valid thru November 1, 1990 is filed in volume 2175, page 1288.

Respectfully,

Dewey C. Williams

Dewey C. Williams
Engineer O.S.P.

41 1979

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81154

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

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

HIDDEN LAKES ESTATES

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
PECAN DRIVE	FROM EAST R.O.W. OF	10' UTILITY EASEMENT	1984'
	FM 1464	BETWEEN LOT 37	
		& LOT 38	

General Description

A FIBER OPTIC CABLE IS PROPOSED ALONG PECAN DRIVE. THE CABLE WILL BE PLACED AT 3' FEET INSIDE THE SOUTH R.O.W. AND EAST R.O.W. AT A DEPTH OF 42" MINIMUM

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: SUGAR LAND TELEPHONE COMPANY
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

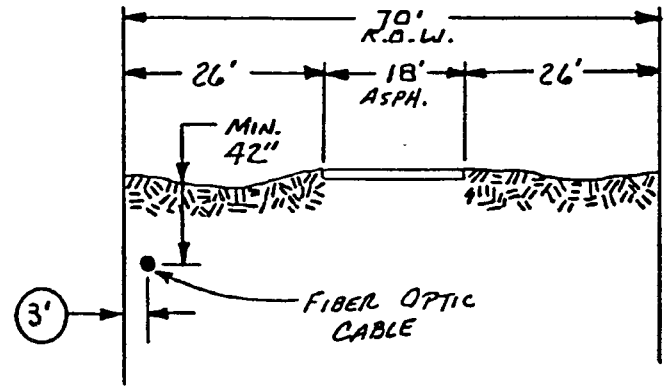
Dewey C. Williams
(Signature)

NAME & TITLE DEWEY WILLIAMS ENGINEER O.S.P.
(Please Print)

DATE: APRIL 9,1990
ADDRESS: P.O. BOX 650
(Street/P.O. Box)

SUGAR LAND TEXAS 77487
City State Zip

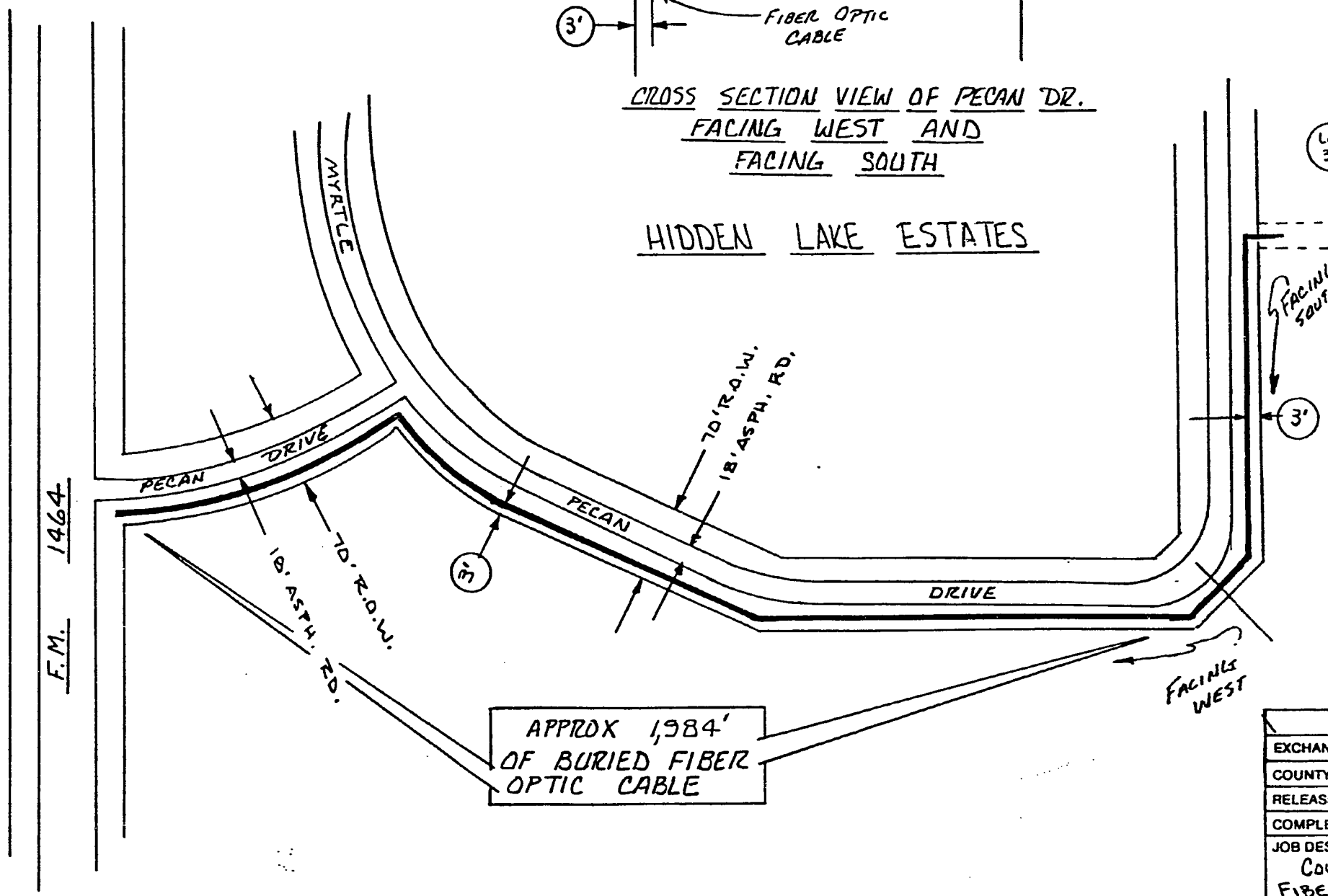
TELEPHONE NO: 490-9433



CROSS SECTION VIEW OF PECAN DR.
FACING WEST AND
FACING SOUTH

HIDDEN LAKE ESTATES

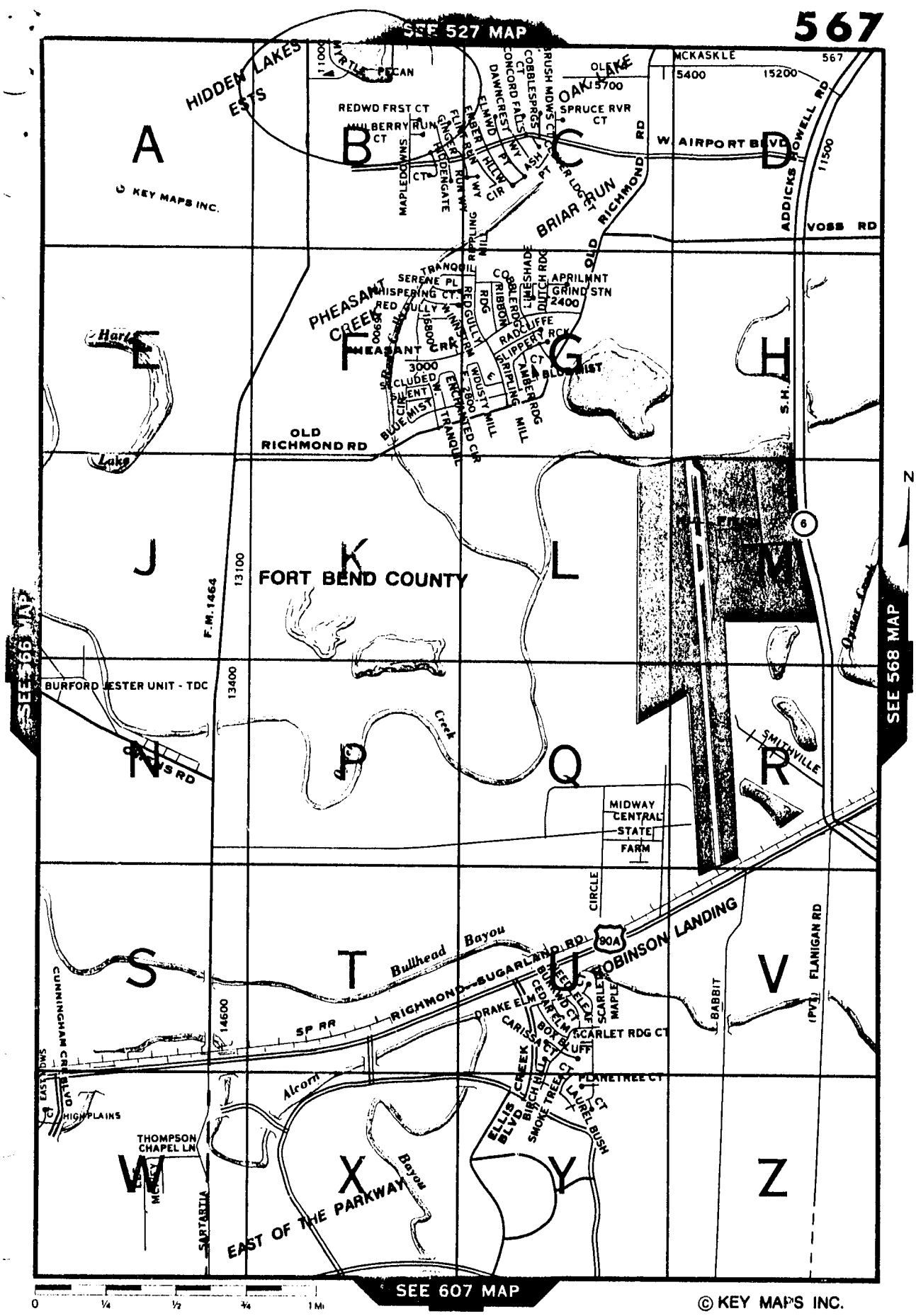
FORT BEND COUNTY
MAP INDEX
567-B



SUGARLAND TELEPHONE CO.		
EXCHANGE: Clodine	DUE DATE:	
COUNTY: Ft. Bend	ENG: D. Williams	
RELEASED TO CONST:	DWG:	DATE:
COMPLETED:	BY:	
JOB DESCRIPTION: County Permit For Buried Fiber Optic Cable		

0861 14

41 1981


SEE 527 MAP
HIDDEN LAKES ESTS
MYRTLE
PECAN
REDWD FRST CT
MULBERRY RUN CT
MAPLEDOWNS
HIDDENGATE
GINGER RUN WY
FLINT RUN WY
EMBER RUN WY
ELMWD CIR
HLLW
DAWNCREST WY
CONCORD FALLS PY
COBBLESPRGS CT
ASH PT
BRUSH MDWS CT
OAK LAKE
OLEA
15700
SPRUCE RVR CT
MCKASKLE
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15200
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W AIRPORT BLVD
RD
OLD RICHMOND RD
BRIAR RUN
ADDICKS HOWELL RD
11500
VOSS RD
© KEY MAPS INC.
A
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TRANQUIL
SERENE PL
WHISPERING CT
RED GULLY
PHEASANT CREEK
PHEASANT CRK
RED GULLY
RIBBON RDG
COBBLERDG
LIMESHADE
DUTCH RDG
APRILMNT
GRIND STN
2400
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FRIPPLING
AMBER RDG
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SEE 568 MAP
BURFORD JESTER UNIT - TDC
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RICHMOND-SUGARLAND RD
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ROBINSON LANDING
FLANIGAN RD
(PVT)
BABBIT
CUNNINGHAM CR BLVD
SP RR
14600
DRAKE ELM
CARISSA CT
BOX BLUFF
CEDAR ELM
BURWD CT
SCARLET
MAPLE
SCARLET RDG CT
FLANETREE CT
LAUREL BUSH
SMOKE TREE CT
BIRCH HLLW CT
ELLIS BLVD
CREEK
Alcorn
HIGHPLAINS
THOMPSON CHAPEL LN
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© KEY MAPS INC.

20

41 1982

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Fort Bend Telephone Dated 4/30/90, Bond No. 31080, Permit No. 81165 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Lutts, seconded by Commissioner 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 Fracherberg
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.

41 1983

Appl. # 81165

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

5-2-90
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

✓ Perpetual bond currently posted #31080

-or-

_____ Performance bond submitted in the amount of _____

8/3/87

41 1984

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)

RECEIVED MAY 1 1990

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 8125

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased

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
TIERRA GRANDE DR.	22' WEST OF TIERRA GRANDE DR. @ LAGUNA VISTA DR.	978' WEST	978'

General Description

BEGINNING AT A POINT ON THE SOUTH R.O.W. LINE OF TIERRA GRANDE DR. THAT IS 22' WEST FROM THE INTERSECTION OF TIERRA GRANDE DR AND LAGUNA VISTA DR AND PROCEEDING IN A WESTERLY DIRECTION 978' AT 5' FROM THE SOUTH R.O.W. LINE.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 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: Fort Bend Telephone
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
Kenny Smerek
(Signature)

NAME & TITLE KENNY SMEREK ENGINEER
(Please Print)

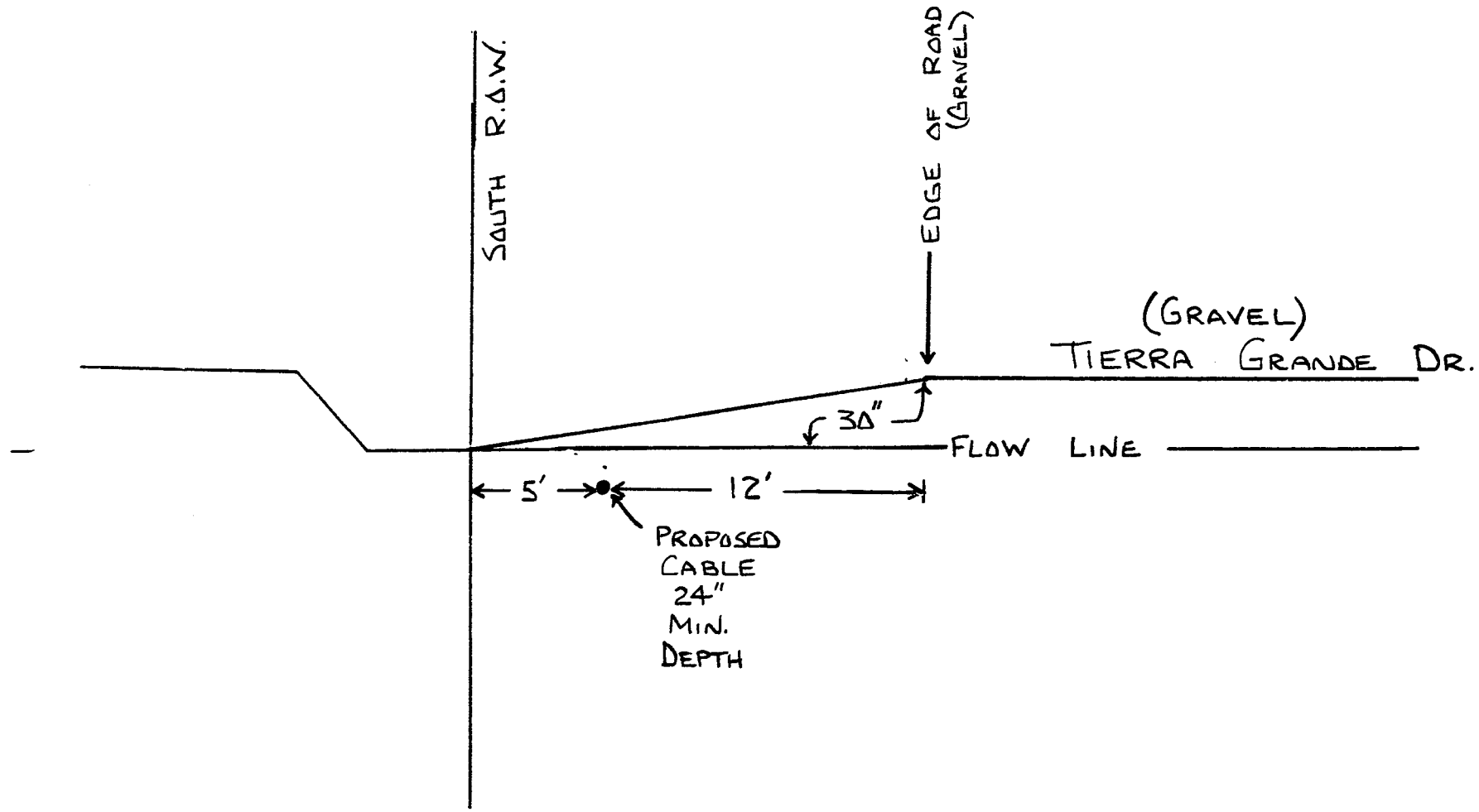
DATE: APRIL 30, 1990
ADDRESS: 24403 Roesner Rd.
(Street/P.O. Box)

Katy, Texas 77494
City State Zip

TELEPHONE NO: 713-392-9701

SECTION A-A

CROSS SECTION OF TIERRA GRANDE DR.

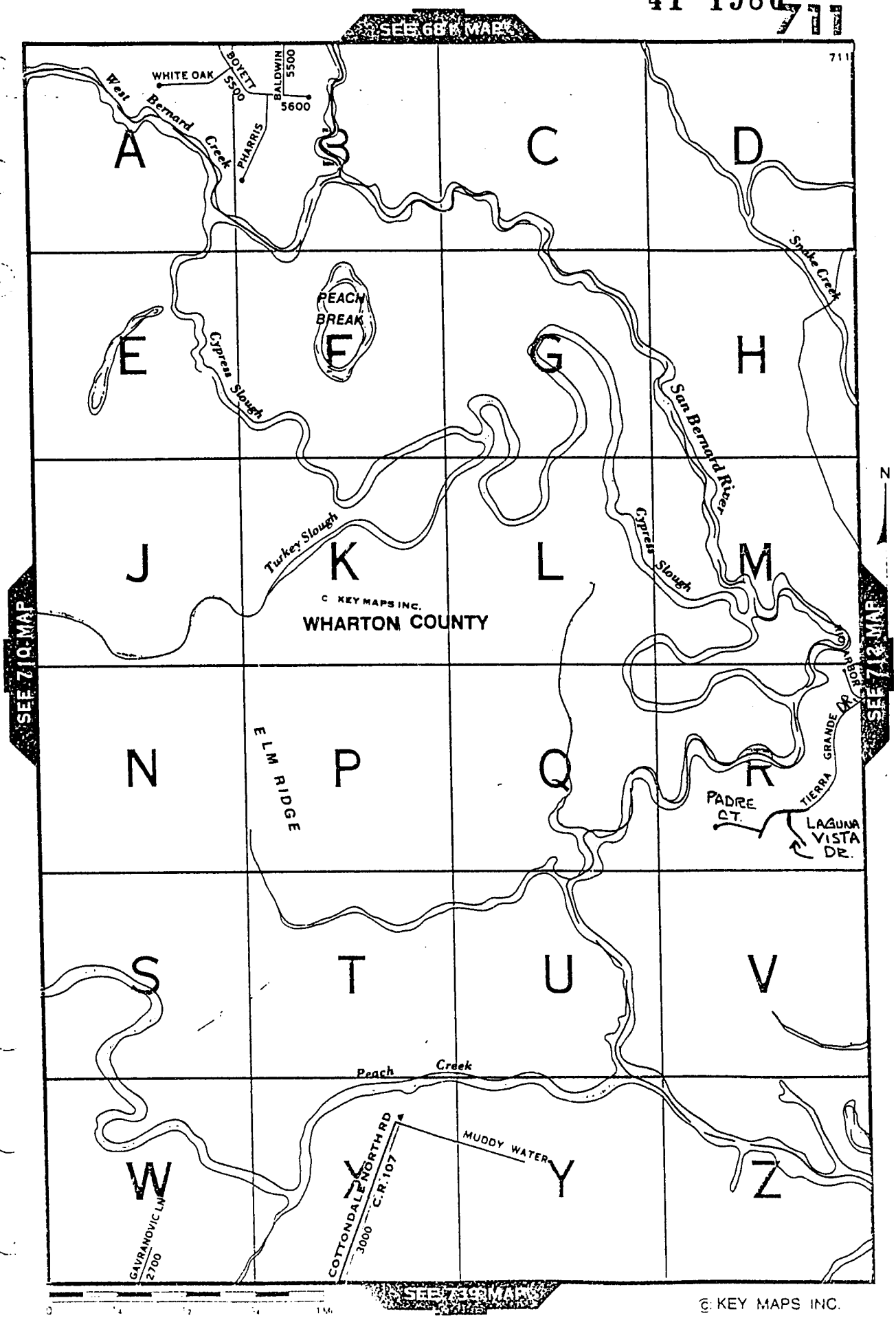


41 1985

TITLE CROSS SECTION OF TIERRA GRANDE DR.	SCALE 1" = 6'	EXCHANGE NEEDVILLE	FORT BEND TELEPHONE CO. 24403 ROESNER RD. KATY, TEXAS 77494 ENGINEERING DEPARTMENT
	DRAWN BY K. S.	COUNTY FORT BEND	
	DATE 4-30-90		

41 1986 711

AS PER ORIGINAL



AS PER ORIGINAL

41 1987

735.000000 Ft.
Deg. 46 Min. 13.3 Sec.
ord 137.960537 Ft.
c 138.163869 Ft.
ngent 69.286078 Ft.
. Brg. SW 82 06 16.3

CURVE NO. 3

dius 368.446335 Ft.
lta 32 Deg. 55 Min. 17.1 Sec.
ord 208.804321 Ft.
c 211.704592 Ft.
ngent 108.864035 Ft.
. Brg. NW 18 58 15.6

CURVE NO. 5

dius 668.264986 Ft.
lta 29 Deg. 39 Min. 29.9 Sec.
ord 342.068337 Ft.
c 345.917390 Ft.
ngent 176.927025 Ft.
. Brg. SW 33 25 07.4

CURVE NO. 7

dius 899.267802 Ft.
lta 04 Deg. 20 Min. 38.4 Sec.
ord 68.1634812 Ft.
c 68.1798097 Ft.
ngent 34.1062440 Ft.
. Brg. NW 88 46 37.5

CURVE NO. 9

dius 60.000000 Ft.
lta 51 Deg. 57 Min. 36.9 Sec.
ord 52.567112 Ft.
c 54.412636 Ft.
ngent 29.238190 Ft.
. Brg. NW 14 09 39.4

1 CURVE NO. 11

dius 60.000000 Ft.
lta 85 Deg. 15 Min. 53.8 Sec.
ord 81.275173 Ft.
c 89.289251 Ft.
ngent 55.235629 Ft.
. Brg. SE 73 34 53.6

3 CURVE NO. 13

dius 728.264986 Ft.
lta 20 Deg. 21 Min. 44.3 Sec.
ord 257.457532 Ft.
c 258.817425 Ft.
ngent 130.788180 Ft.
. Brg. NE 33 29 47.5

5 CURVE NO. 15

dius 728.264986 Ft.
lta 12 Deg. 36 Min. 48.1 Sec.
ord 160.000000 Ft.
c 160.323548 Ft.
ngent 80.487095 Ft.
. Brg. NE 62 35 53.0

7 CURVE NO. 17

dius 728.264986 Ft.
lta 04 Deg. 43 Min. 32.9 Sec.
ord 60.051060 Ft.
c 60.068085 Ft.
ngent 30.051081 Ft.
. Brg. NE 20 57 08.9

C2 CURVE NO. 2

Radius 308.446335 Ft.
Delta 32 Deg. 55 Min. 17.1 Sec.
Chord 174.001379 Ft.
Arc 177.229353 Ft.
Tangent 91.135965 Ft.
Ch. Brg. SE 18 58 15.6

C4 CURVE NO. 4

Radius 668.264986 Ft.
Delta 39 Deg. 14 Min. 30.6 Sec.
Chord 448.800689 Ft.
Arc 457.694144 Ft.
Tangent 238.233382 Ft.
Ch. Brg. SW 67 52 07.6

C6 CURVE NO. 6

Radius 899.267802 Ft.
Delta 15 Deg. 11 Min. 40.7 Sec.
Chord 237.784453 Ft.
Arc 238.482684 Ft.
Tangent 119.945138 Ft.
Ch. Brg. NW 79 00 27.9

C8 CURVE NO. 8

Radius 60.000000 Ft.
Delta 110 Deg. 48 Min. 28.8 Sec.
Chord 98.781128 Ft.
Arc 116.037879 Ft.
Tangent 86.987963 Ft.
Ch. Brg. SW 84 27 17.8

C10 CURVE NO. 10

Radius 60.000000 Ft.
Delta 51 Deg. 58 Min. 00.5 Sec.
Chord 52.573281 Ft.
Arc 54.419499 Ft.
Tangent 29.242436 Ft.
Ch. Brg. NE 37 48 09.3

C12 CURVE NO. 12

Radius 959.267802 Ft.
Delta 19 Deg. 32 Min. 19.1 Sec.
Chord 325.540557 Ft.
Arc 327.123306 Ft.
Tangent 165.165357 Ft.
Ch. Brg. SE 81 10 47.1

C14 CURVE NO. 14

Radius 728.264986 Ft.
Delta 12 Deg. 36 Min. 49.3 Sec.
Chord 160.004218 Ft.
Arc 160.327792 Ft.
Tangent 80.489243 Ft.
Ch. Brg. NE 49 59 04.3

C16 CURVE NO. 16

Radius 728.264986 Ft.
Delta 18 Deg. 35 Min. 06.0 Sec.
Chord 235.192487 Ft.
Arc 236.226738 Ft.
Tangent 119.159994 Ft.
Ch. Brg. NE 78 11 50.0

C18 CURVE NO. 18

Radius 675.000000 Ft.
Delta 10 Deg. 11 Min. 57.8 Sec.
Chord 120.000000 Ft.
Arc 120.158589 Ft.
Tangent 60.238451 Ft.
Ch. Brg. SW 82 23 24.1

CENTERLINE OF SAN BERNARD RIVER MEA

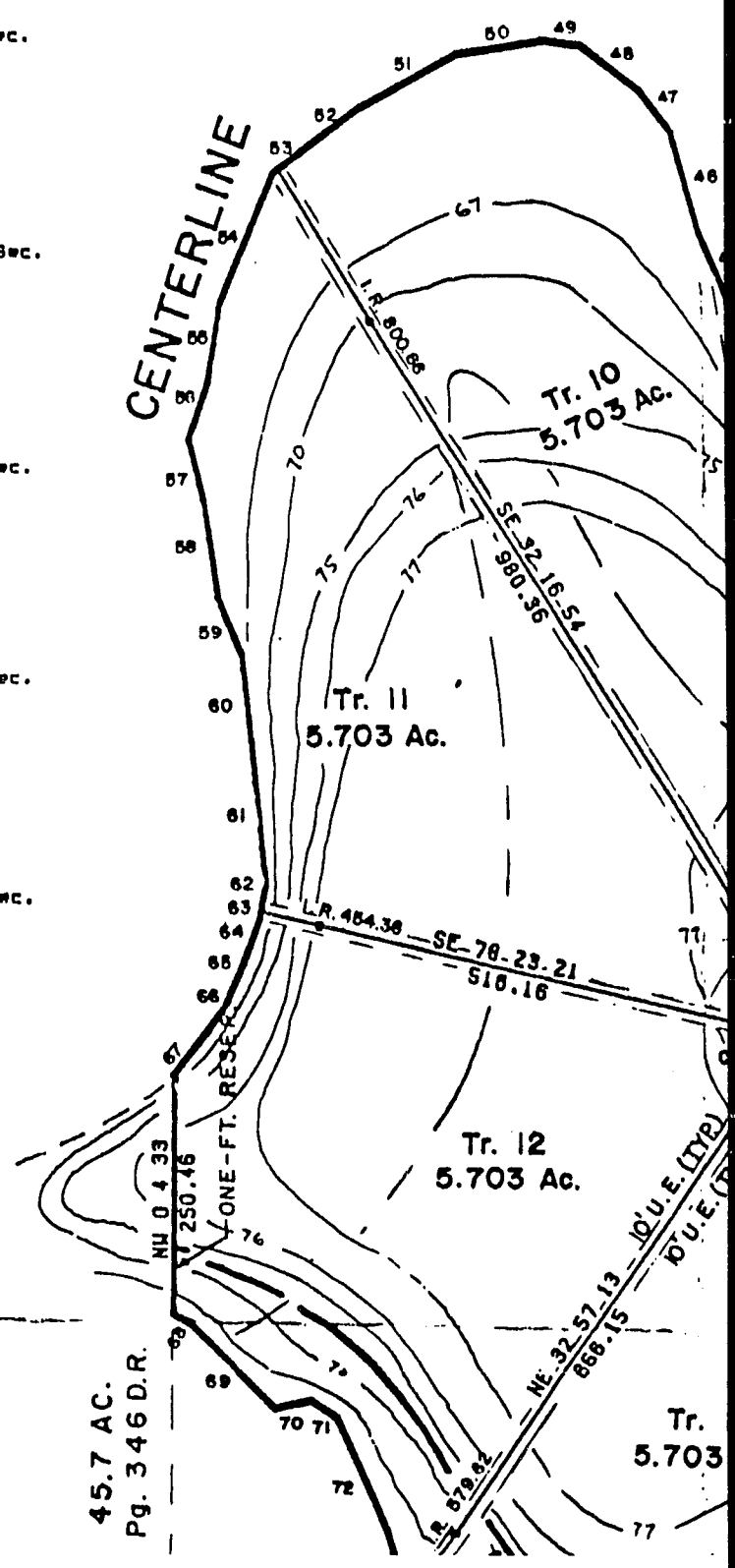
1	NW 60 Deg. 45 Min. 40 Sec.	
2	NW 38 Deg. 02 Min. 20 Sec.	
3	NW 48 Deg. 38 Min. 54 Sec.	
4	NW 54 Deg. 01 Min. 50 Sec.	
5	NW 54 Deg. 01 Min. 50 Sec.	
6	NW 66 Deg. 10 Min. 57 Sec.	
7	SW 83 Deg. 39 Min. 21 Sec.	
8	SW 88 Deg. 58 Min. 30 Sec.	
9	SW 54 Deg. 08 Min. 38 Sec.	
10	SW 42 Deg. 16 Min. 26 Sec.	
11	SW 41 Deg. 09 Min. 23 Sec.	
12	SW 41 Deg. 09 Min. 23 Sec.	
13	SW 56 Deg. 41 Min. 20 Sec.	
14	SW 69 Deg. 30 Min. 27 Sec.	
15	SW 75 Deg. 16 Min. 28 Sec.	

GEORGE HUFF

WHARTON C

CENTERLINE OF RAVINE MEANDERS

68	SE 64 Deg. 22 Min. 46 Sec.	19.87 ft.
69	SE 44 Deg. 22 Min. 46 Sec.	125.02 ft.
70	NE 76 Deg. 53 Min. 14 Sec.	38.62 ft.
71	SE 57 Deg. 29 Min. 06 Sec.	31.03 ft.
72	SE 24 Deg. 05 Min. 07 Sec.	129.65 ft.
73	SE 17 Deg. 50 Min. 03 Sec.	74.71 ft.
74	SE 17 Deg. 50 Min. 03 Sec.	12.15 ft.
75	SE 46 Deg. 11 Min. 39 Sec.	107.40 ft.
76	SE 58 Deg. 47 Min. 31 Sec.	298.59 ft.
77	SE 73 Deg. 51 Min. 23 Sec.	97.48 ft.
78	NE 55 Deg. 45 Min. 59 Sec.	85.49 ft.
79	NE 55 Deg. 45 Min. 59 Sec.	31.14 ft.
80	NE 07 Deg. 54 Min. 04 Sec.	232.02 ft.
81	NE 28 Deg. 44 Min. 59 Sec.	74.75 ft.
82	NE 41 Deg. 09 Min. 46 Sec.	105.41 ft.
83	NE 63 Deg. 09 Min. 49 Sec.	44.90 ft.
84	NE 77 Deg. 08 Min. 50 Sec.	35.00 ft.
85	NE 77 Deg. 08 Min. 50 Sec.	179.65 ft.
86	NE 89 Deg. 21 Min. 39 Sec.	74.13 ft.
87	SE 81 Deg. 24 Min. 55 Sec.	62.75 ft.
88	SE 76 Deg. 52 Min. 17 Sec.	37.48 ft.
89	SE 76 Deg. 52 Min. 17 Sec.	[illegible]



91	SE 40 Deg. 23 Min. 36 Sec.	96.38 ft.	
92	SE 45 Deg. 16 Min. 51 Sec.	147.60 ft.	AS PER ORIGINAL
93	SE 57 Deg. 54 Min. 51 Sec.	66.06 ft.	

CITEAU
Vol. 997

41 1988

Laguna Del Rio
CENTERLINE

E STATE OF TEXAS
UNTY OF FORT BEND

OWN ALL MEN BY THESE PRESENTS:

AT I, C.E. MUEGGE, GENERAL PARTNER, TG-SAN BERNARD, LTD., A TEXAS LIMITED RTNERSHIP, OWNERS OF THE 113.267 AC. TRACT DESCRIBED IN THE ABOVE FIELD TES AND FOREGOING MAP OF TIERRA GRANDE -- SECTION FOUR (4), DO HEREBY MAKE D ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY CORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAP PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS XCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER URSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES D CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND MYSELF, MY HEIRS D ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, I DO HERBY DEDICATE FOR PUBLIC UTILITY PURPOSES AN OBSTRUCTED AERIAL EASEMENT FIVE (5) FEET IN WIDTH FROM A PLANE TWENTY 0) FEET ABOVE THE GROUND LEVEL UPWARD, AND A FIVE (5) FEET WIDE UNDERGROUND SEMENT, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENT SHOWN HEREON.

FURTHER, I DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS ACTS ON THIS PLAT ARE INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY SIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE RMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, I DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PREVENT THE DRAINAGE OF SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY AINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, I DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN BOUNDARIES OF THIS PLAT SHALL BE RESTRICTED TO PROVIDE THAT DRAINAGE UCTURES UNDER DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF FICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND IN NO STANCE HAVE A DRAINAGE OPENING OF LESS THAT ONE AND THREE QUARTERS (1-3/4) ARE FEET (18" DIAMETER).

FURTHER, I DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) T WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL GULLIES, RAVINES, WS, AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR INAGE PURPOSES. FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL E THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE POSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UCTURES.

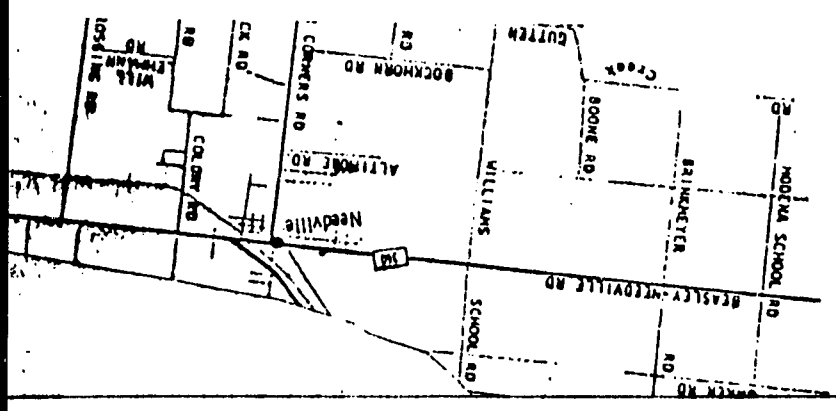
FURTHER, I DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, CH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO P SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BULDINGS, EXCESSIVE ETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE INAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO IN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE UCTURE.

CUTED THIS 6th DAY OF April, 1989.

E Muegge
. MUEGGE
ERAL PARTNER, TG-SAN BERNARD, LTD., A TEXAS LIMITED PARTNERSHIP

ADDRESS: C.E. MUEGGE REAL ESTATE
213 N. RICHMOND RD.
WHARTON, TX. 77488

TELEPHONE: 409/532-5252 WHARTON
713/342-6883 HOUSTON



THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOWN ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THI MUEGGE, GENERAL PARTNER, TG-SAN BERNARD, LTD. KNOWN TO ME TO BE THE PERSON WHOSE NAME I INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 6

NOTARY PUBLIC IN

NOTARY PUBLIC STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, COMMERCIAL STATE BANK, OWNER AND PROPERTY DESCRIBED HEREON, SAID LIEN BEING RECORD IN VOL. 1890, PG. 587 OF THE OFFICIAL TEXAS, DO HEREDY IN ALL THINGS SUBORDINATE TO HEREBY CONFIRM THAT I AM THE PRESENT OWNE ASSIGNED THE SAME NOR ANY PART THEREOF.

EXECUTED THIS 5th DAY OF April

BY: Eddie L. Poole
EDDIE L. POOLE
COMMERCIAL STA

THE STATE OF TEXAS
COUNTY OF FORT BEND

KNOWN ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS EDDIE L. POOLE, JR., KNOWN TO ME TO BE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND EXECUTED THE SAME FOR THE PURPOSES AND CONSID

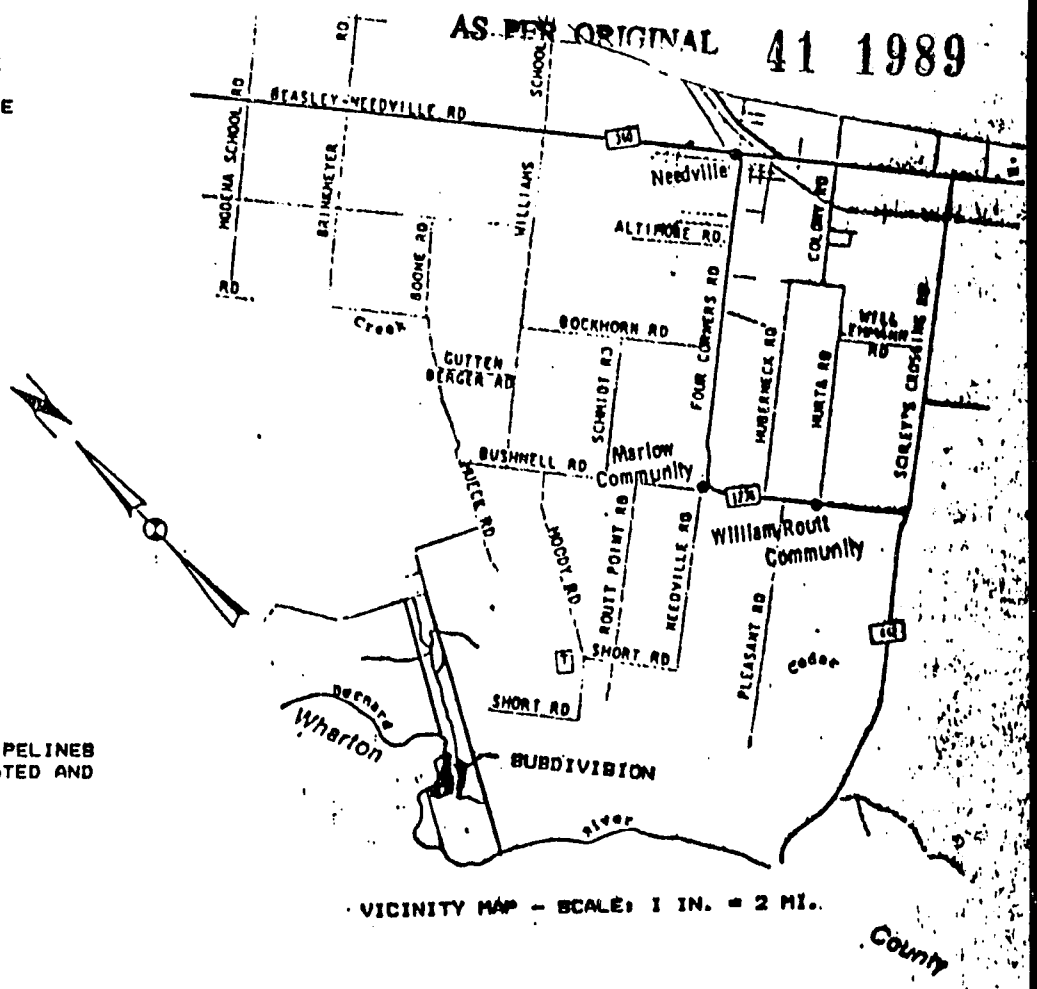
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

NOTARY PUBLIC IN

ORT BEND ASSUMES NO RESPONSIBILITY FOR FUTURE BLACK
L ROADS EXCEPT WHERE THE ADJOINING LANDOWNERS AGREE
COST OF SUCH BLACK TOPPING.

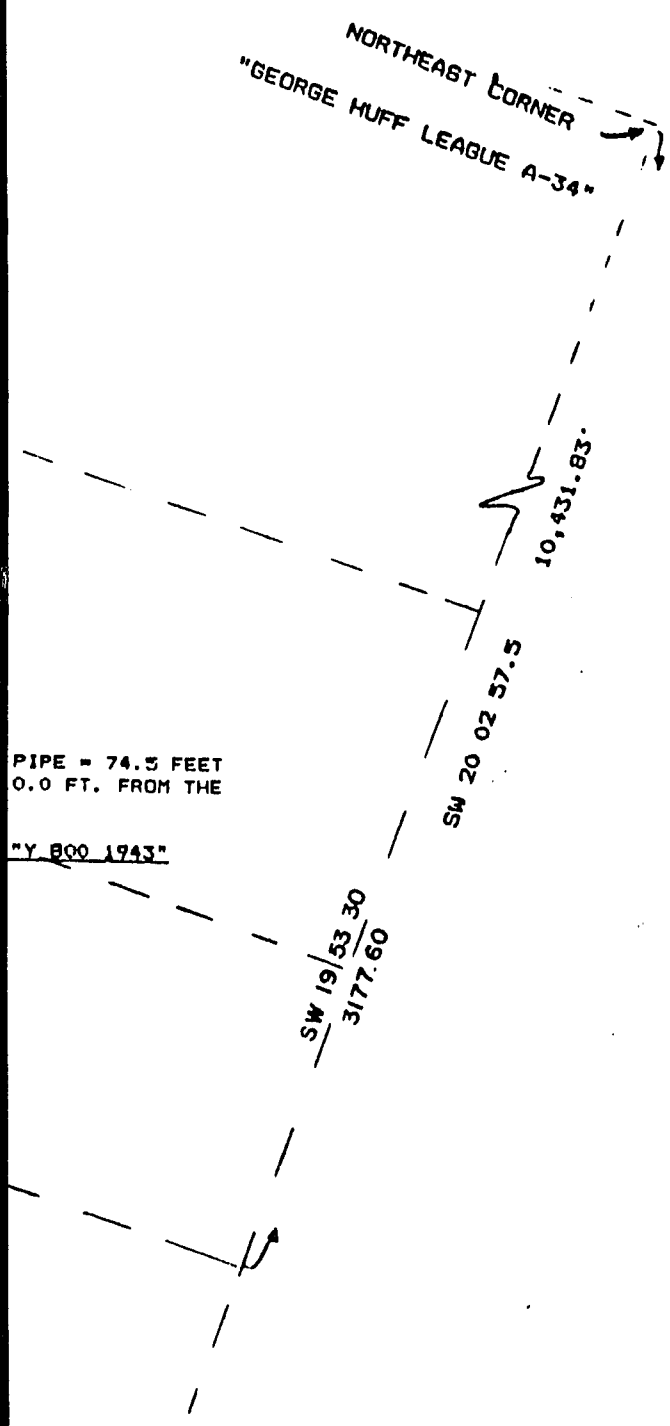
AS PER ORIGINAL 41 1989

T BEND ASSUMES NO RESPONSIBILITY FOR FUTURE BLACK
ROADS EXCEPT WHERE THE ADJOINING LANDOWNERS AGREE
BT OF SUCH BLACK TOPPING.



VICINITY MAP - SCALE: 1 IN. = 2 MI.

INE EASEMENT NOTE:
HE BEST OF ENGINEER'S KNOWLEDGE, ALL EXISTING PIPELINES
PELINE EASEMENTS THROUGH THE SUBDIVISION ARE LOCATED AND
ON THE REPLAT.



TIERRA GRANDE -- SECTION FOUR

113.267 ACRES

FIELD NOTE DESCRIPTION OF A 113.267 AC. TRACT OF LAND, OUT OF THE GEORGE HUFF LEAGUE, ABSTRACT 34, FORT BEND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 969.9 AC. TRACT OF LAND DESCRIBED IN DEED DATED JULY 24, 1986 FROM TEXASGULF INC. TO TG-SAN BERNARD LTD., RECORDED IN VOL. 1869, PG. 1446 OF THE FORT BEND COUNTY DEED RECORDS.

FOR REFERENCE begin at a 1 inch iron rod found in the center of HUSCK ROAD for the Northeast corner of said 969.9 Ac. tract, same being the Northeast corner of *TIERRA GRANDE - SECTION ONE*, and being in the East line of the PETER CONRAD SURVEY, ABSTRACT 21, said iron rod also being the most Southerly corner of the E.H. DURST SURVEY, ABSTRACT 165, and the Northeast corner of the GEORGE HUFF LEAGUE, ABSTRACT 34;

THENCE SW 20 Deg. 03 Min. 59 Sec., with East line of *SECTION ONE*, 1250.00 ft. to a point for the Northeast corner of *PARTIAL REPLAT OF TIERRA GRANDE - SECTION TWO*, same being in the centerline of GRANGE CREEK;

THENCE with the East line of said *PARTIAL REPLAT*, the following meanders:

SW 22 Deg.	1 Min. 12 Sec.	100.62 ft.
SW 20 Deg.	19 Min. 42 Sec.	1055.4 ft.
SW 20 Deg.	6 Min. 12 Sec.	796.13 ft.
SW 20 Deg.	2 Min. 9 Sec.	1208.59 ft. to the

Southeast corner of said *PARTIAL REPLAT*, same being in the East line of said *SECTION TWO*;

THENCE SW 20 Deg. 2 Min. 9 Sec., with the East line of said *SECTION TWO*, 2870.56 ft. to the Southeast corner of said *SECTION TWO*, same being the Northeast of *SECTION THREE*;

THENCE SW 19 Deg. 53 Min. 30 Sec., with the East line of said *SECTION THREE*, 3177.60 ft. to a 5/8 inch iron rod set for the Southeast corner of said *SECTION THREE*;

THENCE NW 70 Deg. 0 Min. 20 Sec., with the South line of said *SECTION THREE*, 879.87 ft. to a 5/8 inch iron rod set for the BEGINNING corner hereof;

THENCE NW 70 Deg. 0 Min. 20 Sec., 154.88 ft. to a 5/8 inch iron rod set for corner;

THENCE NW 19 Deg. 40 Min. 25 Sec., 274.22 ft. to a point in the West curve line of 60 ft. wide TIERRA GRANDE DRIVE;

THENCE with Curve No. 18 (see data chart) to a point of Tangency;

THENCE NW 13 Deg. 14 Min. 54 Sec., 782.43 ft. to a point in

AS PER ORIGINAL

OUNTY ENGINEER

P. E., FORT BEND COUNTY ENGINEER,
THE REPLAT OF THIS SUBDIVISION
EXISTING RULES AND REGULATIONS OF
HE FORT BEND COUNTY COMMISSIONERS
FICATION IS HEREBY GIVEN AS TO THE
IS SUBDIVISION ON THE INTERCEPTING
T STREAM OR ON ANY OTHER AREA OR
RSHED.

S COURT OF FORT BEND COUNTY,
AY OF APRIL, 19 89.

ONER

ONER

ONER

ONER

CLERK IN AND FOR FORT BEND
HE FOREGOING INSTRUMENT WITH ITS
WAS FILED FOR RECORDATION IN MY
AT 10:42 O'CLOCK A.M.
5 B OF THE PLAT RECORDS

OF OFFICE, AT RICHMOND, TEXAS
RITTEN.

THENCE downstream along the centerline of the SAN BERNARD RIVER meander lines 1 thru 67 (see data chart) to a point for common corner of said 969.9 Ac. tract and the Citeaux tract;

THENCE SE 0 Deg. 04 Min. 33 Sec., with the East line of [illegible] tract 250.46 ft. to a point in the centerline of a Ravine;

THENCE along the centerline of Ravine meander lines 68 thru 93 (see data chart) to a point for corner hereof;

THENCE NE 54 Deg. 34 Min. 06 Sec., 806.17 ft. to a 5/8 inch iron rod set for corner;

THENCE NW 35 Deg. 25 Min. 54 Sec., 268.4 ft. to a point of curve;

THENCE with Curve No. 3 (see data chart) to a point of tangent;

THENCE NW 2 Deg. 30 Min. 37 Sec., 60.0 ft. to a 5/8 inch iron rod set for corner in the South line of *TIERRA GRANDE DRIVE*;

THENCE NE 87 Deg. 29 Min. 23 Sec., with the South line of *TIERRA GRANDE DRIVE*, 60.0 ft. to 5/8 inch iron rod set for corner;

THENCE SE 2 Deg. 30 Min. 37 Sec., 60.0 ft. to a point of curve;

THENCE with Curve No. 2 (see data chart) to a point of tangent;

THENCE SE 35 Deg. 25 Min. 54 Sec., 733.43 ft. to a 5/8 inch iron rod set for corner;

THENCE NE 54 Deg. 34 Min. 6 Sec., 1090.51 ft. to the PLACE OF BEGINNING containing 113.267 AC. of land.

41 1090

TOTAL AREA OF SECTION FOUR - 113.267 ACRES

19 TRACTS TOTALING 108.696 ACRES

AREA IN ROAD RIGHT-OF-WAYS - 4.571 ACRES

PLAT OF 113.267 ACRES OF LAND, OUT OF THE GEORGE HUFF LEAGUE, ABSTRACT 34, FORT BEND COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 969.9 AC. TRACT OF LAND DESCRIBED IN DEED DATED JULY 24, 1986 FROM TEXASGULF INC. TO TG-SAN BERNARD LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN VOL. 1869, PG. 1446 OF THE FORT BEND COUNTY DEED RECORDS.

8916105
FILED FOR RECORD A.M.
TIME 10:42 P.M.

APR 10 1989

County Clerk, Fort Bend Co., Tex

PLAT DATED: MARCH 6, 1989

SHEET 1 OF 1

TIERRA GRANDE
SECT. 4

16	SW 75 Deg. 16 Min. 28 Sec.	123.43 ft.	31	SW 13 Deg. 56 Min. 25 Sec.	80.94 ft.	46	NW 16 Deg. 41 Min. 06 Sec.	105.93 ft.	61	NE 06 Deg. 13 Min. 49 Sec.	105.95 ft.
17	NW 78 Deg. 04 Min. 57 Sec.	76.10 ft.	32	SE 05 Deg. 58 Min. 01 Sec.	131.08 ft.	47	NW 37 Deg. 29 Min. 42 Sec.	55.25 ft.	62	SW 11 Deg. 00 Min. 29 Sec.	23.99 ft.
18	NW 62 Deg. 11 Min. 20 Sec.	70.61 ft.	33	SW 10 Deg. 58 Min. 14 Sec.	243.58 ft.	48	NW 53 Deg. 51 Min. 40 Sec.	72.47 ft.	63	SW 11 Deg. 00 Min. 29 Sec.	8.27 ft.
19	NW 46 Deg. 23 Min. 15 Sec.	201.82 ft.	34	SW 22 Deg. 52 Min. 31 Sec.	126.65 ft.	49	NW 83 Deg. 32 Min. 12 Sec.	41.95 ft.	64	SW 20 Deg. 42 Min. 08 Sec.	48.82 ft.
20	NW 46 Deg. 23 Min. 15 Sec.	44.63 ft.	35	SW 22 Deg. 52 Min. 31 Sec.	211.96 ft.	50	SW 80 Deg. 22 Min. 53 Sec.	86.67 ft.	65	SW 21 Deg. 53 Min. 28 Sec.	44.21 ft.
21	NW 44 Deg. 06 Min. 57 Sec.	211.95 ft.	36	SW 47 Deg. 04 Min. 45 Sec.	80.51 ft.	51	SW 40 Deg. 09 Min. 43 Sec.	116.07 ft.	66	SW 34 Deg. 32 Min. 04 Sec.	38.43 ft.
22	NW 15 Deg. 48 Min. 28 Sec.	81.39 ft.	37	SW 78 Deg. 36 Min. 56 Sec.	39.44 ft.	52	SW 51 Deg. 45 Min. 58 Sec.	103.95 ft.	67	SW 37 Deg. 39 Min. 06 Sec.	52.48 ft.
23	NW 65 Deg. 32 Min. 52 Sec.	47.62 ft.	38	NW 80 Deg. 01 Min. 26 Sec.	53.52 ft.	53	SW 51 Deg. 45 Min. 58 Sec.	6.61 ft.			
24	NW 79 Deg. 55 Min. 06 Sec.	57.25 ft.	39	NW 59 Deg. 20 Min. 55 Sec.	38.29 ft.	54	SW 22 Deg. 03 Min. 31 Sec.	145.06 ft.			
25	SW 69 Deg. 20 Min. 01 Sec.	51.07 ft.	40	NW 44 Deg. 05 Min. 07 Sec.	75.53 ft.	55	SW 08 Deg. 36 Min. 30 Sec.	81.88 ft.			
26	SW 53 Deg. 27 Min. 51 Sec.	30.70 ft.	41	NW 52 Deg. 10 Min. 57 Sec.	109.22 ft.	56	SW 16 Deg. 53 Min. 12 Sec.	64.01 ft.			
27	SW 37 Deg. 39 Min. 54 Sec.	48.43 ft.	42	NW 40 Deg. 15 Min. 06 Sec.	116.38 ft.	57	SE 13 Deg. 04 Min. 16 Sec.	64.70 ft.			
28	SW 02 Deg. 06 Min. 46 Sec.	157.64 ft.	43	NW 19 Deg. 01 Min. 02 Sec.	96.42 ft.	58	SE 08 Deg. 35 Min. 23 Sec.	101.85 ft.			
29	SW 08 Deg. 42 Min. 30 Sec.	56.92 ft.	44	NW 24 Deg. 40 Min. 57 Sec.	73.63 ft.	59	SE 23 Deg. 00 Min. 51 Sec.	64.42 ft.			
30	SW 31 Deg. 00 Min. 54 Sec.	59.45 ft.	45	NW 24 Deg. 40 Min. 57 Sec.	58.05 ft.	60	SE 06 Deg. 07 Min. 10 Sec.	134.61 ft.			

NOTE: THE COUNTY C
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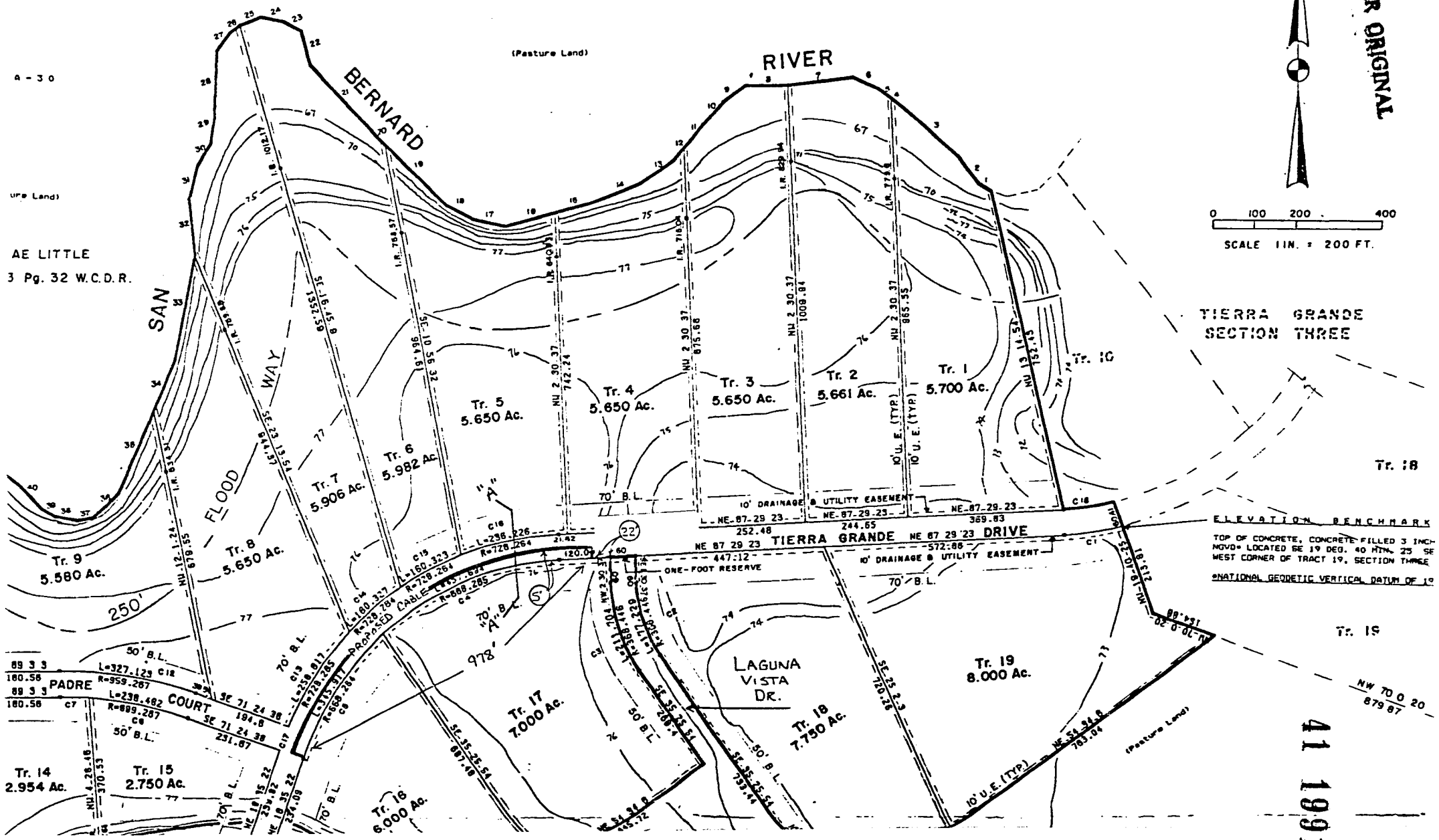
TO PAY FOR T

AS PER ORIGINAL

A - 3 0

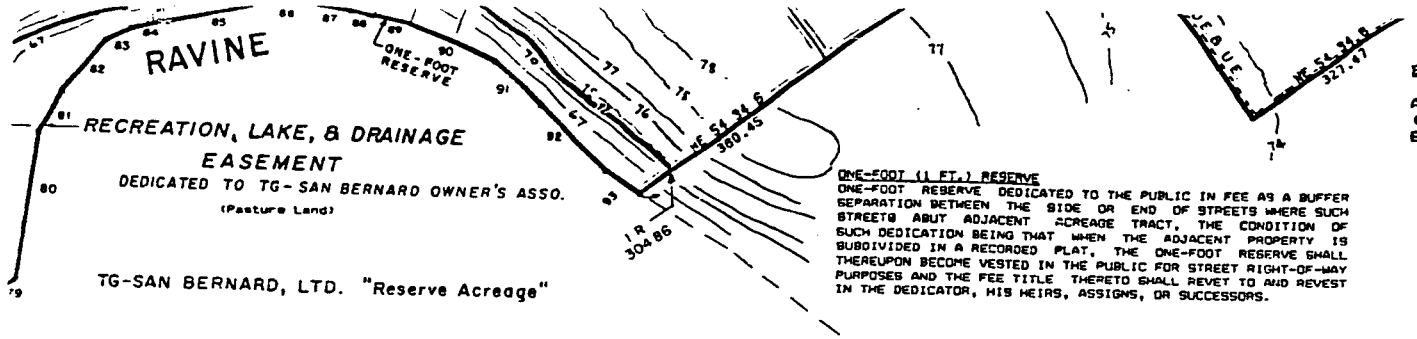
(Pasture Land)

AE LITTLE
3 Pg. 32 W.C.D.R.



TIERRA GRANDE
SECTION THREE

41 1991



ONE-FOOT (1 FT.) RESERVE
ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACT, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVET TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS, OR SUCCESSORS.

BASE FLOOD ELEVATION 79.0 FT.

ALL SLAB OR FLOOR ELEVATIONS MUST BE A MINIMUM OF EIGHTEEN (18") INCHES ABOVE NATURAL GROUND; MINIMUM TOP OF SLAB ELEVATION: 79.5 FT.

TIERRA GRANDE
SECTION FOUR

LY APPEARED C.E.
TED PARTNERSHIP,
THE FOREGOING
FOR THE PURPOSES

, 1989.

EXAS

N AGAINST THE
INSTRUMENT OF
T BEND COUNTY,
AID LIEN AND I
AND HAVE NOT

PO, TX.

APPEARED
HOSE NAME IS
TO ME THAT HE
EXPRESSED.

, 1989.

EXAS

I, ROBERT J. KOLACNY, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY.

ROBERT J. KOLACNY, P.E./NO. 36334

STATE OF TEXAS
ROBERT J. KOLACNY
36334
REGISTERED
PROFESSIONAL ENGINEER

I, ROBERT J. KOLACNY, REGISTERED PUBLIC SURVEYOR NO. 2320, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH 5/8 INCH IRON RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

ROBERT J. KOLACNY, RPS NO. 2320

STATE OF TEXAS
ROBERT J. KOLACNY
2320
REGISTERED
PUBLIC SURVEYOR

Robert J. Kolacny & Associates
Registered Professional Engineer
Registered Public Surveyor
4141 FM 1096 South Iago • Boling, Texas 77420
• (409) 657-2957

CERTIFICATE OF F
AND COMMISSIONER

I, RONALD D
DO HEREBY CERT
COMPLIES WITH A
THIS OFFICE AS A
COURT. HOWEVER
EFFECT OF DRAIN
DRAINAGE ARTERY
SUBDIVISION WITH

RONALD DRACHENRE
FORT BEND COUNTY

APPROVED BY THE C

TEXAS, THIS

R.L. "BUD" O SHIE
PRECINCT 1, COUNT

BEN DENHAM
PRECINCT 2, COUN

ALTON PRESSLEY
PRECINCT 3, COUNT

BOB LUTTS
PRECINCT 4, COUNTY

ANDIE E. STAVINOHA
COUNTY JUDGE

I, DIANNE WILS
COUNTY, HEREBY CERT
CERTIFICATE OF AUTH
OFFICE ON
Apr: 1 10.
IN SLIDE NUMBER (S)
OF SAID COUNTY.

WITNESS MY HAN
THE DAY AND DATE LA

COUNTY CLERK
FORT BEND COUNTY, TE

BY
DEPUTY

AS PER ORIGINAL

41 1992

21

41 1993

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Star Cable Associates

Dated 4/17/90, Bond No. BLZ-1787445, Permit No. 81161 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutton, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bradburry
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.

41 1994

Appl. # 81161

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

4-30-90
Date

X (1) Complete Application Form

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

X b. Map or plat showing course of direction

X c. Plans and specifications

X (2) Bond

_____ Perpetual bond currently posted

-or-

X Performance bond submitted in the amount of $2,000.00

Bond No. BLZ-1787445

8/3/87

41 1995

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

Bond No. BLZ-1787445

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we Star Cable Associates as principal and The Hanover 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 TWO THOUSAND and 00/100 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, 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 27th, day of March, 19 90.

Star Cable Associates
PRINCIPAL
Bent & Associates, Inc., General Partner

BY: Hugh G. Van der Veer
Executive Vice President

The Hanover Insurance Company
SURETY

BY: Brenda L. Davis
Attorney-In-Fact

AS PER ORIGINAL

The Hanover Insurance Company

41 1996

POWER OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Hampshire, does hereby constitute and appoint

- James J. Nevins, William G. Franey, Brenda L. Davis, John R. Muha, II, and/or Shirley A. Harkins -

of Lanham, Maryland and each is its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

- Any such obligations in the United States, in any amount -

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held on the seventh day of October, 1981, a quorum being present and voting, which resolution is still in effect:

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

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President and its Assistant Vice President, this 4th day of March 19 86

THE HANOVER INSURANCE COMPANY

Vice President

Assistant Vice President

(Seal)

THE COMMONWEALTH OF MASSACHUSETTS } ss.
COUNTY OF WORCESTER

On this 4th day of March 1986, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, to me personally known to be the individuals and officers described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of The Hanover Insurance Company and that the said corporate seal and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporation.

(Seal)

Notary Public

My Commission Expires May 29, 1992

I, the undersigned Assistant Vice President of The Hanover Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

This Certificate may be signed by fascimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company at a meeting held on the 7th day of October, 1981

"RESOLVED, That any and all Powers of Attorney, and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company shall be binding on the Company to the same extent as if all signatures thereon were manually affixed even though one or more of any such signatures thereon may be facsimile."

GIVEN under my hand and the seal of said Company, at Worcester, Massachusetts, this 27th day of March 19 90

Assistant Vice President

FORM 111-0402 (5/85)

41 1997

AS PER ORIGINAL

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81161

Formal notice is hereby given that STAR CABLE 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: STAR CABLE CO. IS SAME AS STAR CABLE ASSOCIATES

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
KNIGHT	378' N. of McKEEVER RD.	44'	BORE			
McKEEVER RD.	172' E. of KNIGHT RD	62'	BORE			
~~DUKE RD~~	~~989' S. to E. of PLANTATION OAKS DR~~	~~50'~~	~~BORE~~			

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
~~McKEEVER RD.~~	~~340' to E.~~	~~DUKE RD.~~	~~904'~~
~~McKEEVER RD.~~	~~DUKE RD. EAST~~		~~5,580'~~
MICHAEL WAYNE ROAD	AT INTERSECTION WITH KNIGHT RD	286' EAST OF KNIGHT RD	286'
MICHAEL WAYNE ROAD	AT INTERSECTION WITH KNIGHT RD	80' WEST OF KNIGHT RD	20'

General Description

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

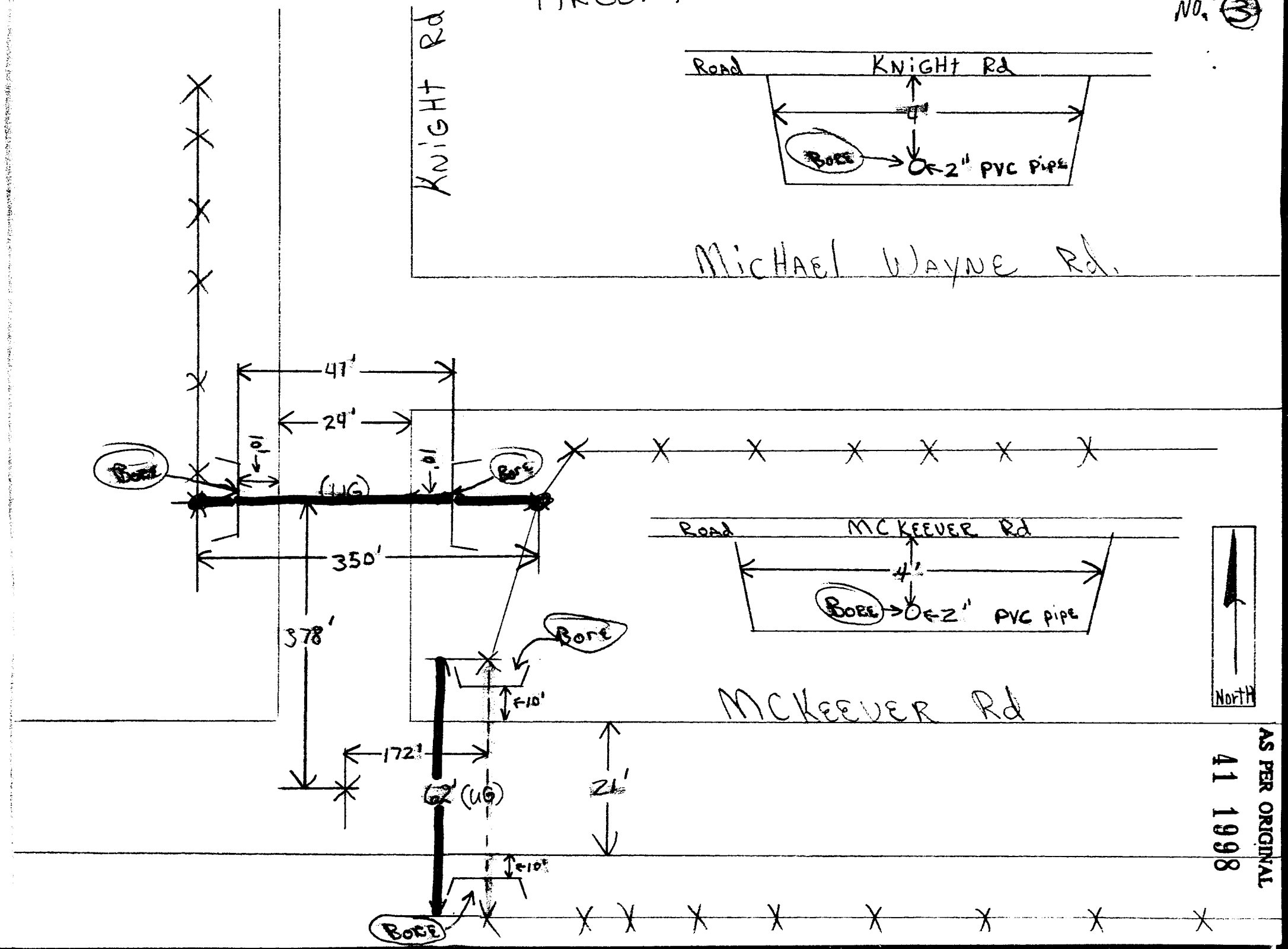
Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: STAR CABLE CO.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
(Signature)
NAME & TITLE JOHN C. PAFFORD, PROJECT ASS'NT MANAGER
(Please Print)
DATE: 4-17-90
ADDRESS: 800 N. HWY 36
(Street/P.O. Box)
BRAZORIA TX, 77422
City State Zip
TELEPHONE NO: 798-9121
OR
1-800-395-2775

ARCOLA

MATCH to MAP. 48-50 NO. 3



AS PER ORIGINAL

41 1998

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Fort Bend County Dated 4/19/90, Bond No. 73, Permit No. 81158 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Letts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Clide 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.

41 2000

Appl. # 81158

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

4-27-90
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

✓ Perpetual bond currently posted #73

-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)

41 2001

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81158

AS PER ORIGINAL

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)

Colony Meadow I

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Colony Meadow Drive	350' East of Sweetwater Blvd.	60'	XX			
~~Chewink Meadow Drive~~ Colony Oaks Ct.	5' N.W. of Chestnut Meadow Drive.	30'	XX			
Chestnut Meadow Drive	120' S. W. of Parklane Colony Court	30'	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Colony Meadows Drive	5' East of Sweetwater Blvd.	355' East of Sweetwater Blvd.	350'
Chestnut Meadow Drive	125' S. W. of ~~Chewink Meadow Court~~ Colony Oaks Ct.	410' N.E. of Chestnut Meadow Ct.	535'

General Description

All construction shall conform to all county specifications. Cable crossings shall be a minimum of 24" below bottom of road slab and encased in 2" sch 40 PVC. Parallel construction shall be a minimum of 2' behind and 24" below back 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: April 19, 1990
ADDRESS: 13700 Veterans Memorial, Suite 140
(Street/P.O. Box)

Houston Texas 77014
City State Zip

TELEPHONE NO: (713) 537-2765

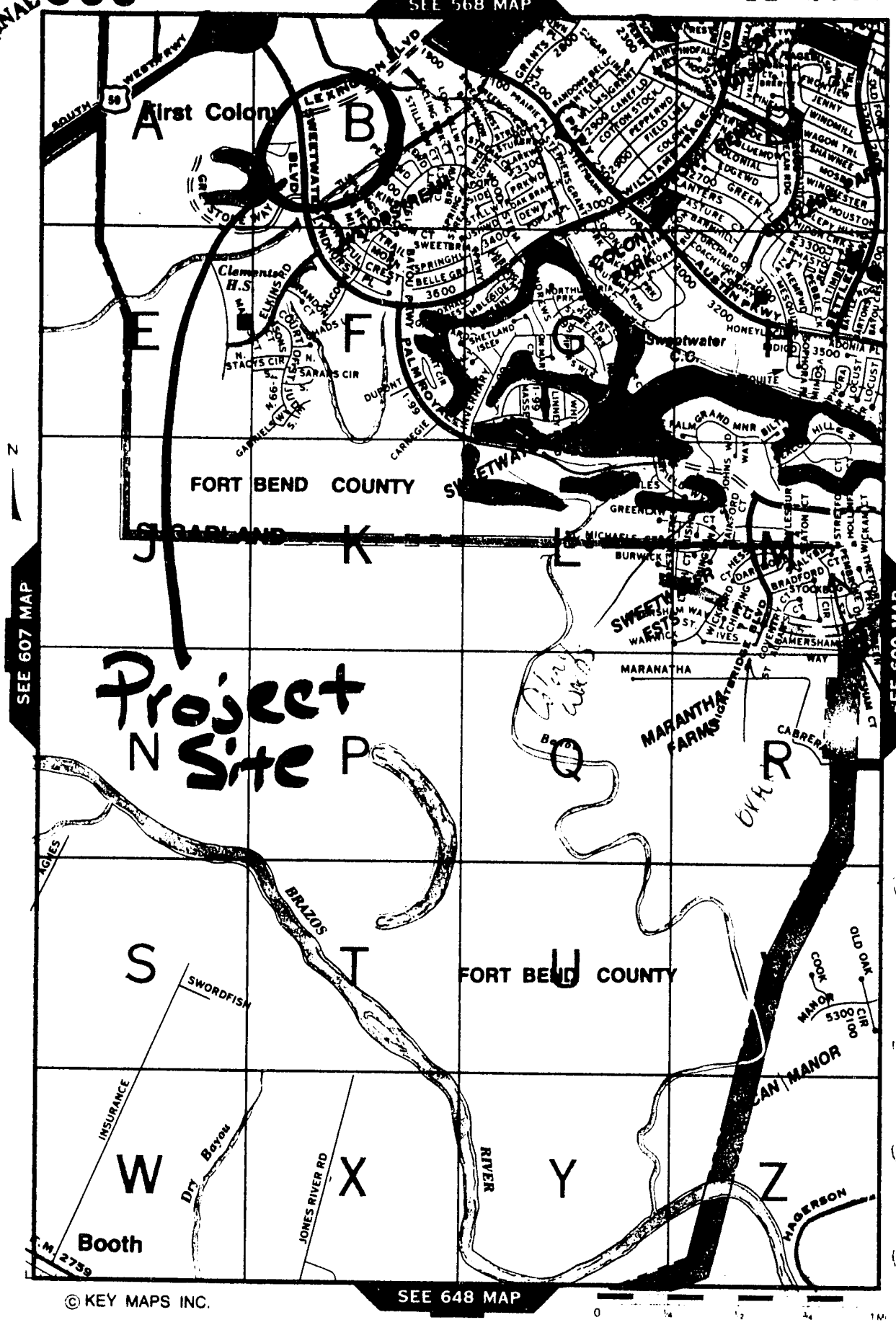
41 2002

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Colony Trace Drive	120' East of ~~Stagewood~~ Colony Drive	30',	XX			
	COLONY HILLS DRIVE					

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

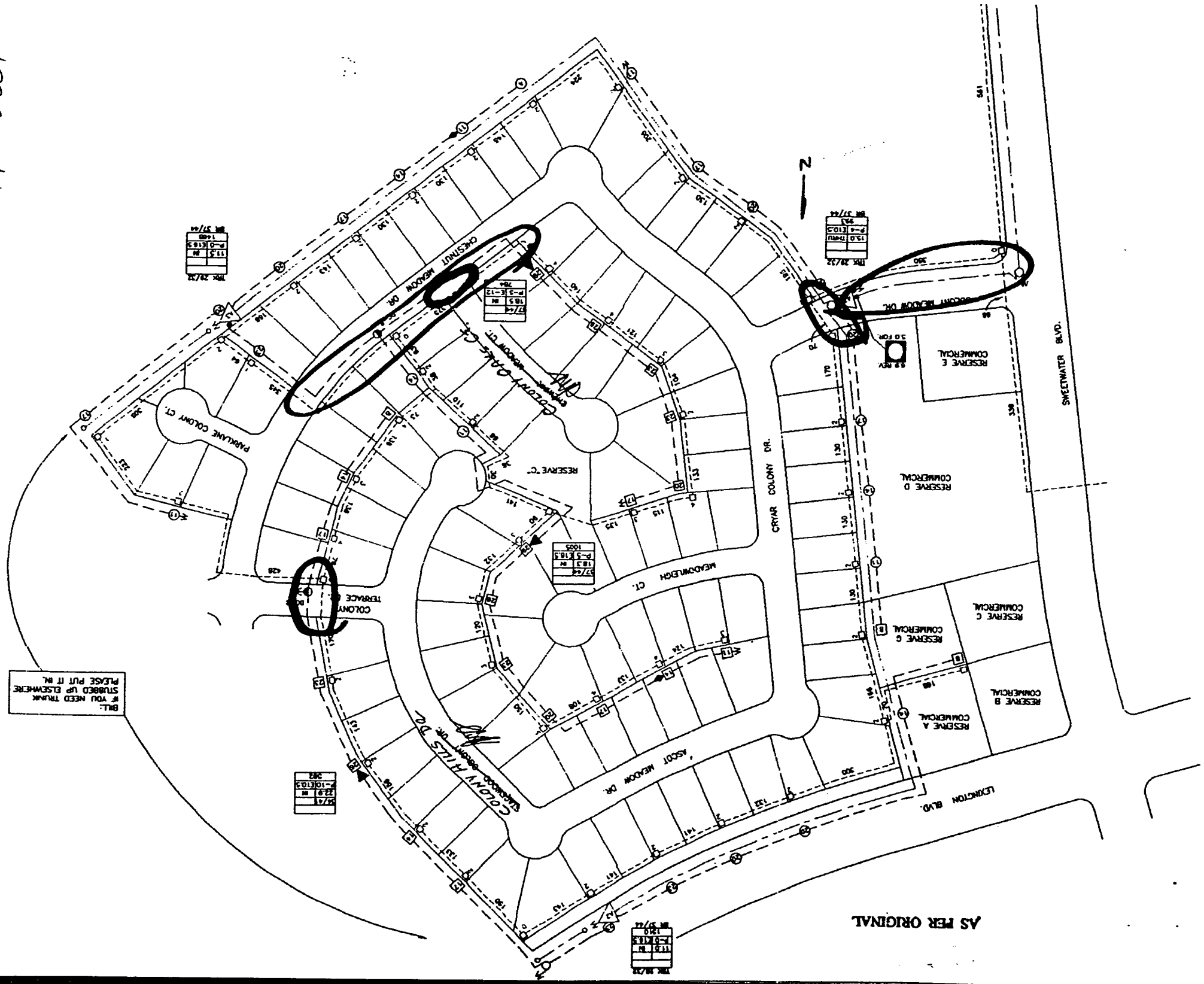
AS PER ORIGINAL 608

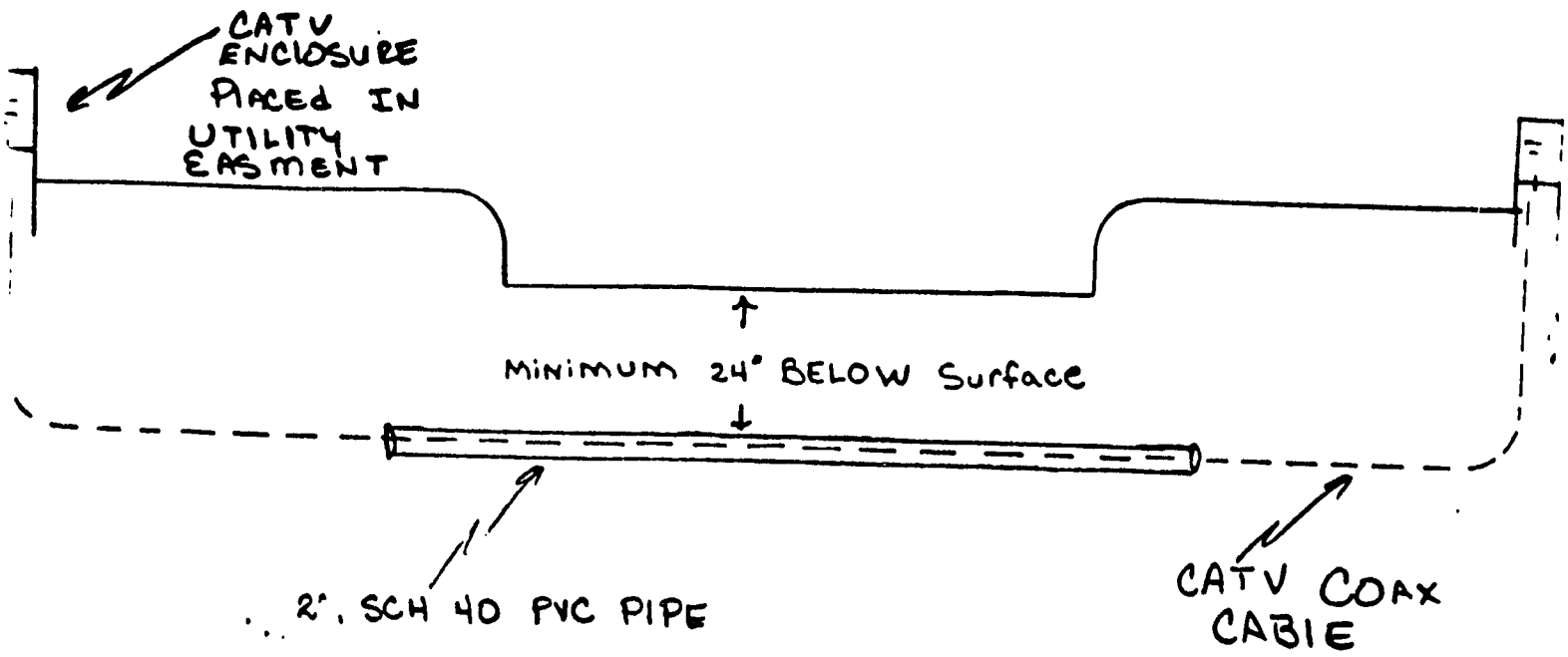
41 2003

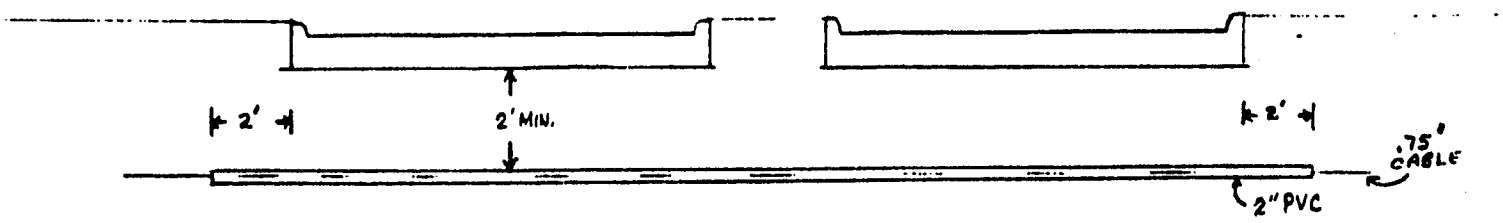


© KEY MAPS INC.

41 2004


AS PER ORIGINAL
COLONY HILLS DR.
ASCOT MEADOW DR.
LEXINGTON BLVD.
SWEETWATER BLVD.
CRYAR COLONY DR.
HEADWINDSH CT.
RESERVE A COMMERCIAL
RESERVE B COMMERCIAL
RESERVE C COMMERCIAL
RESERVE D COMMERCIAL
RESERVE E COMMERCIAL
RESERVE G COMMERCIAL
RESERVE C
COLONY TERRACE
PARKLANE COLONY CT.
COLONY HILLS CT.
CHESTNUT MEADOW DR.
BILL:
IF YOU NEED TRUNK
STUBBED UP ESEMENTS
PLEASE PUT IT IN.


CATV
ENCLOSURE
PLACED IN
UTILITY
EASMENT
MINIMUM 24" BELOW Surface
2", SCH 40 PVC PIPE
CATV COAX
CABLE



ROAD BORE

22
41 2007

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Fort Bend County Dated 4/23/90, Bond No. 73, Permit No. 81159 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY 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.

41 2008

Appl. # 81159

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

4-27-90
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

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

8/3/87

41 2009

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)

RECEIVED APR 25 1990

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 81159

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)

Claytons Bend 1&2

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Sartartia Way	5' West of Gateway Blvd.	60'	XX			
Lakebend Dr.	10' South of Sartartia Way	60'	XX			
Cannon Lane	5' N.W. of Sand Hill Dr.	30'	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Gateway Blvd	40' South of Hwy 90-A	735' South of Hwy 90-A	695'
Sartartia Way	10' West of Gateway Blvd.	344' West of Gateway Blvd.	334'
Sand Hill Drive	95' N.W, of Lakebend Dr	802' N.W. of Lakebend Dr.	707'

General Description

Cable crossings shall be a minimum of 24" below bottom of road slab and encased in 2" sch 40 PVC. Parallel construction shall be a minimum of 2'behind and 24" below back of curb line. All construction will be done according to all County specifications.

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

[illegible]
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

Bill McCrary
(Signature)

NAME & TITLE Bill McCrary-Project Supervisor
(Please Print)

DATE: April 23, 1990
ADDRESS: 13700 Vetrans Memorial, Suite 140
(Street/P.O. Box)

Houston Texas 77014
City State Zip
TELEPHONE NO: (713) 537-2765

AS PER ORIGINAL

41 2010

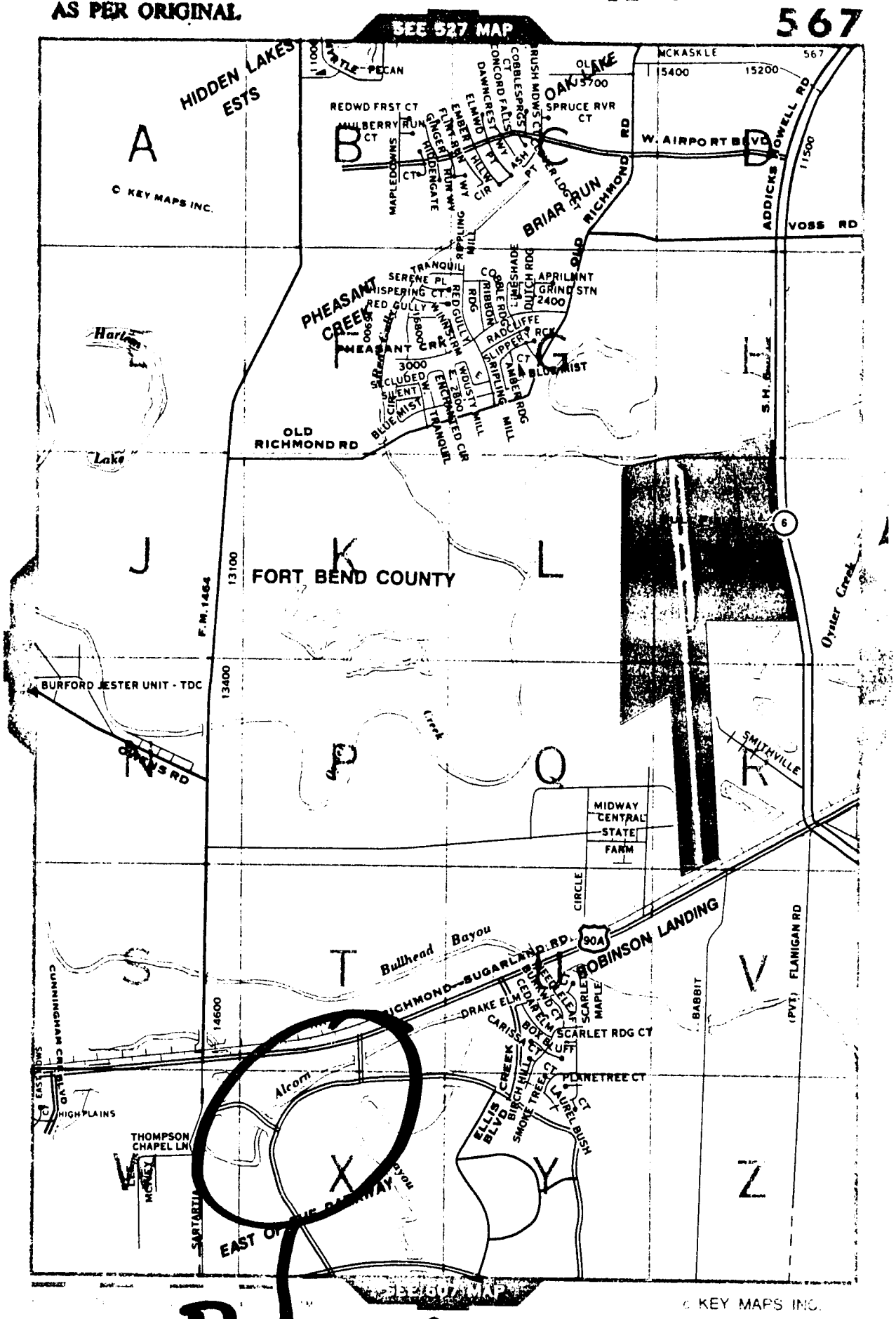
Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
Johnson Lane	5' north of Sand Hill Dr.	30'	XX			
Winston Lane	5' north of Sand Hill Dr.	30'	XX			
Sand Hill Drive	120' South East of Cannon Lane	40'	XX			

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

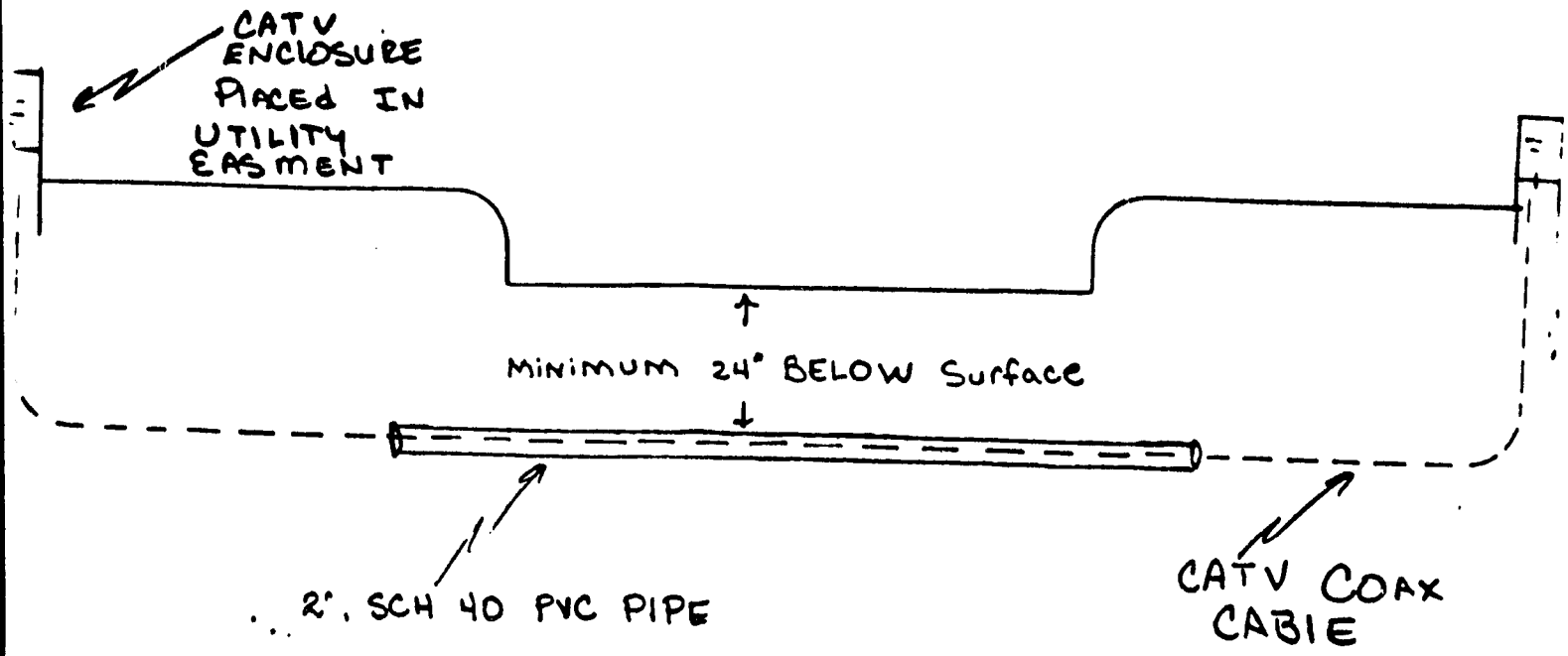
AS PER ORIGINAL

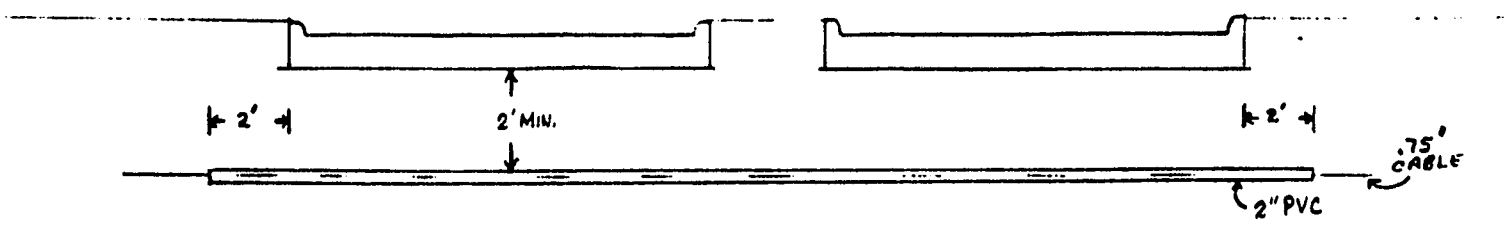
41 2011

567



Project Site


CATV ENCLOSURE PLACED IN UTILITY EASMENT
MINIMUM 24" BELOW Surface
2", SCH 40 PVC PIPE
CATV COAX CABLE



ROAD BORE

41 2014

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Prime Cable of Fort Bend County Dated 4/19/90, Bond No. 73, Permit No. 81160 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Bracharberg
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.

41 2015

Appl. # 81160

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

4-27-90
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

✓ Perpetual bond currently posted

-or-

_____ Performance bond submitted in the amount of _____

8/3/87

RECEIVED
APR 24 1990

41 2016

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. 8460

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)

Colony Oaks I

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Creekstone Drive	727' North East of Elkins Road	60'	XX			
Colony Oaks Drive	5' West of Alcorn Oaks Drive	60'	XX			

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
Alcorn Oaks Drive	5' North of Elkins Road	320' North of Elkins Drive	315'
Elkins Drive	5' West of Alcorn Oaks Drive	205' West of Alcorn Oaks Dr.	200'

General Description

All construction shall be done according to all county specifications. Cable cossings shall be a minimum of 24" below bottom of road slab and encased in 2" sch 40 PVC. Parallel construction shall be a minimum of 2' behind and 24" below back 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:

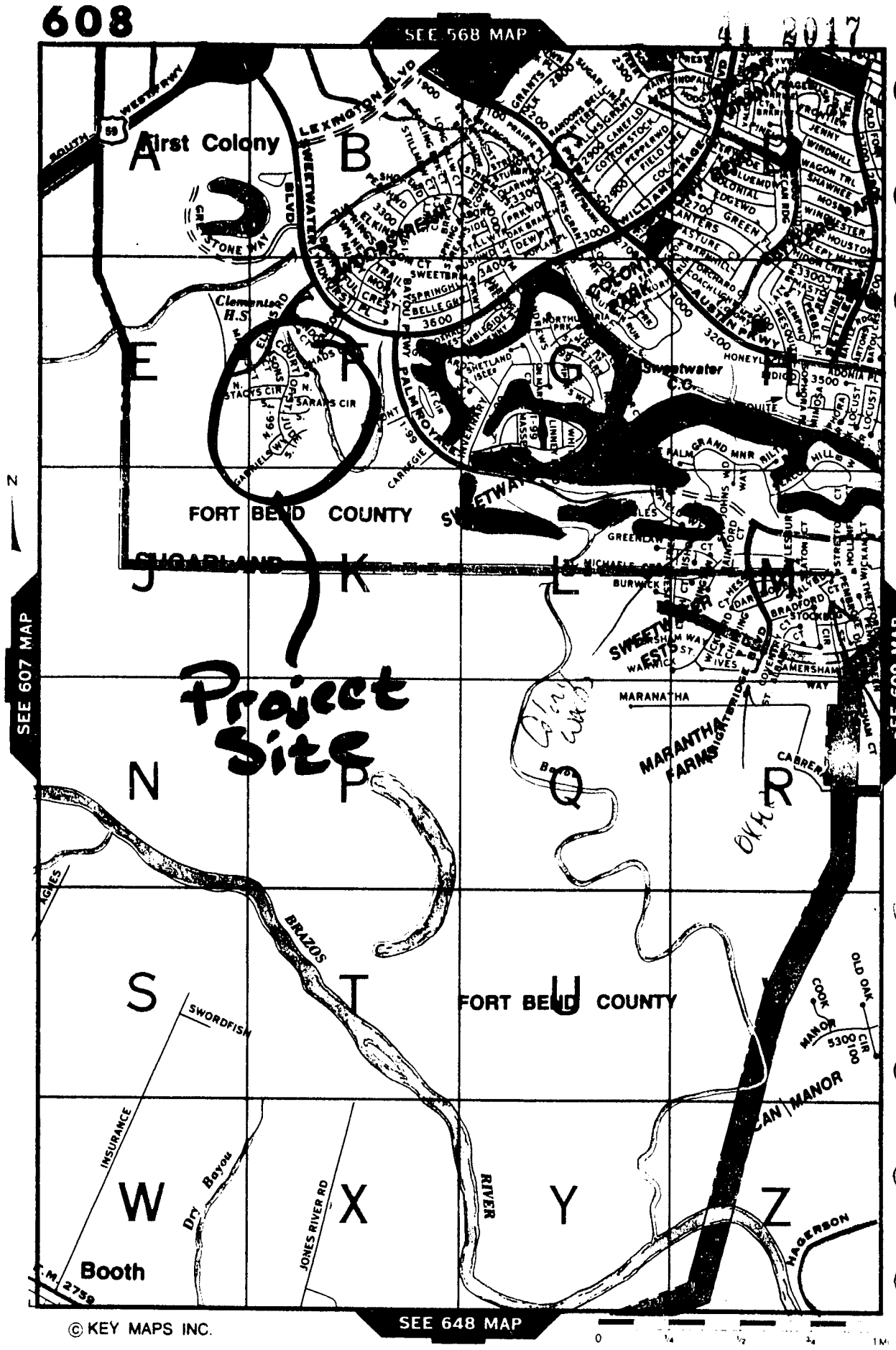
Bill McCrary
(Signature)

NAME & TITLE Bill McCrary-Project Supervisor
(Please Print)

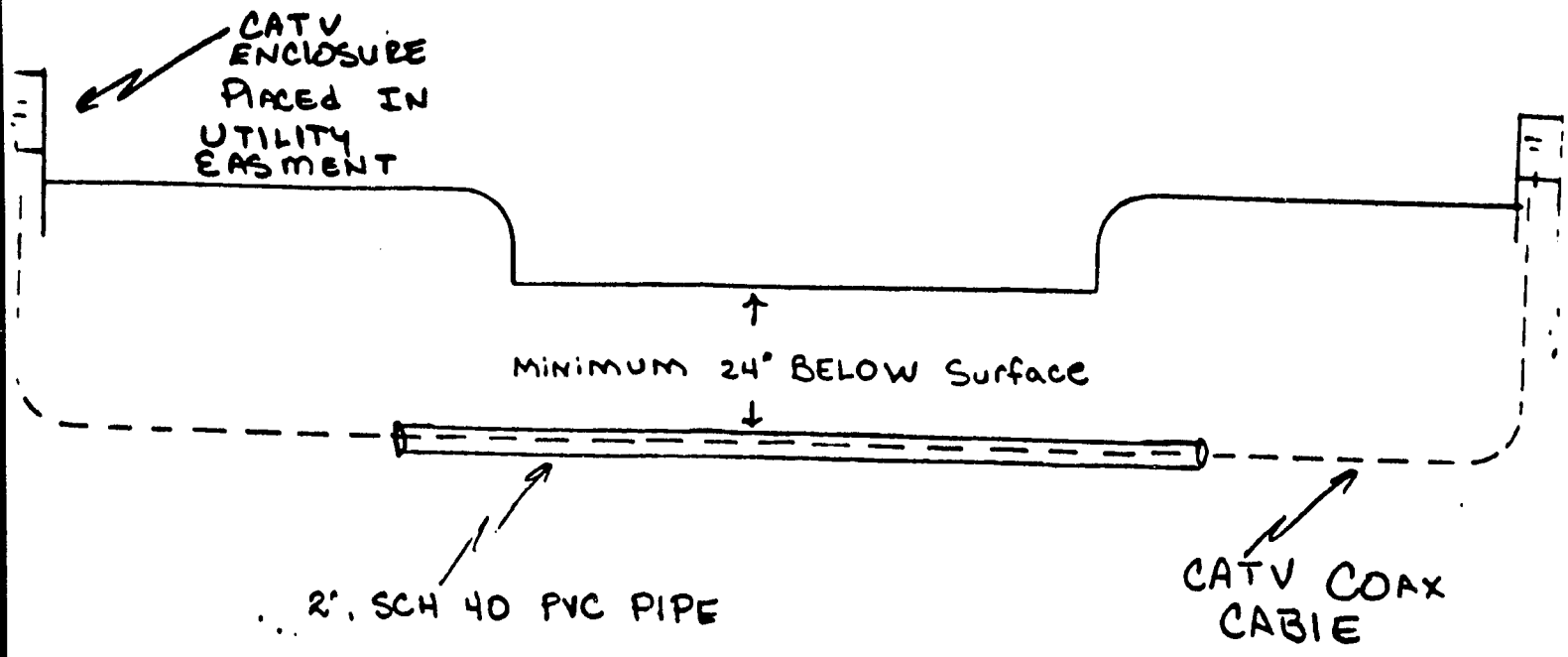
DATE: April 19, 1990
ADDRESS: 13700 Vetrans Memorial, Suite 140
(Street/P.O. Box)

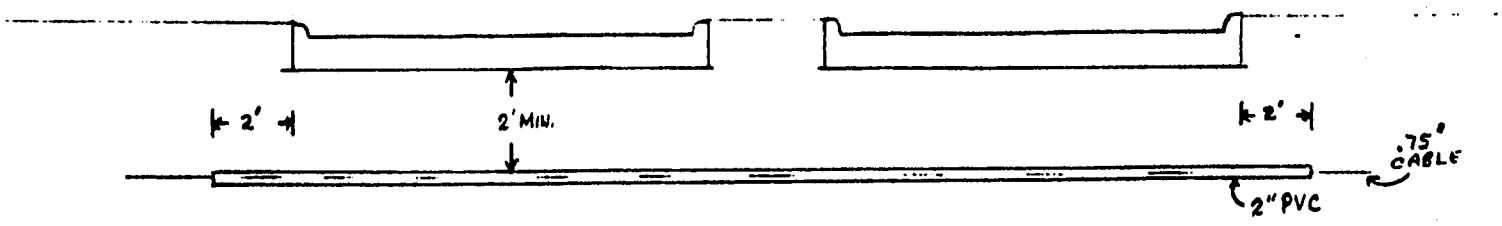
Houston Texas 77014
City State Zip
TELEPHONE NO: (713) 537-2765

AS PER ORIGINAL



41 2018


CATV ENCLOSURE PLACED IN UTILITY EASMENT
MINIMUM 24" BELOW Surface
2", SCH 40 PVC PIPE
CATV COAX CABLE



ROAD BORE

23
41 2020

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Texas Capital Bank - Fort Bend Dated 3/22/90, Bond No. 33278, Permit No. 81157 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Grashberg
COUNTY ENGINEER

BY _____
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.

37 2295 2/13/09

41 2021

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

REVIEW FORM

On 5/2/90 (date) the Drainage District (department/office) reviewed the: (circle one and fill in information)

1. Construction Plans _____
2. Plat _____
3. Permit #81157, Texas Capital Bank - Fort Bend

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

41 2022

Appl. # 81157

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, rp.
Sidney M. Shaver
Permitting Administrator

4-18-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $5,000.00
Cashiers Check
#33278

8/3/87

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.

REMITTER ORE Expense Bosse (apts)
Construction Bond (sewer system)

TEXAS CAPITAL BANK
Fort Bend

P.O. Drawer CC APR 11 9(
Richmond, Texas 77469

33278

PAY ★TEX. CAP RICHMOND 200000 CTS [redacted] $ *2,000.00*

CASHIER'S CHECK

TO THE ORDER OF • Fort Bend County

ASST. VICE PRESIDENT

ASST. CASHIER

⑈0033278⑈ ⑆113108682⑆ ⑈000 1775⑈

41 2023

41 2024

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

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 8457

Formal notice is hereby given that Texas Capital Bank-Fort Bend 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
II Fairchilds Creek B-10-a	950± S.E From Pleak-Fairchilds F361 Rd	30 L.F.			2- Sets Culverts	

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

Install (2) sets of culverts (3-36" W x 10' L) parallel with Fairchilds Creek, II-B-10-a.

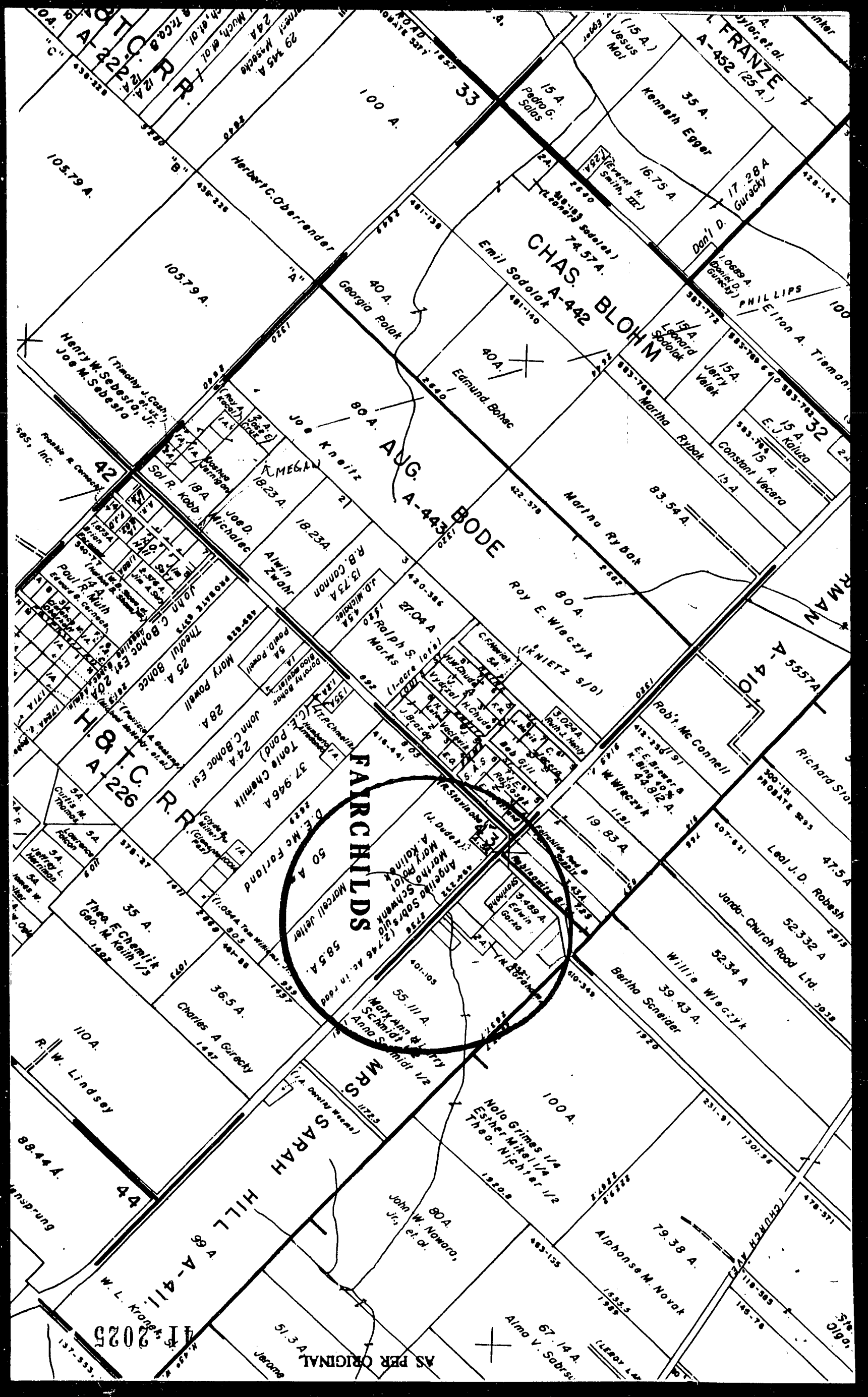
The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject 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

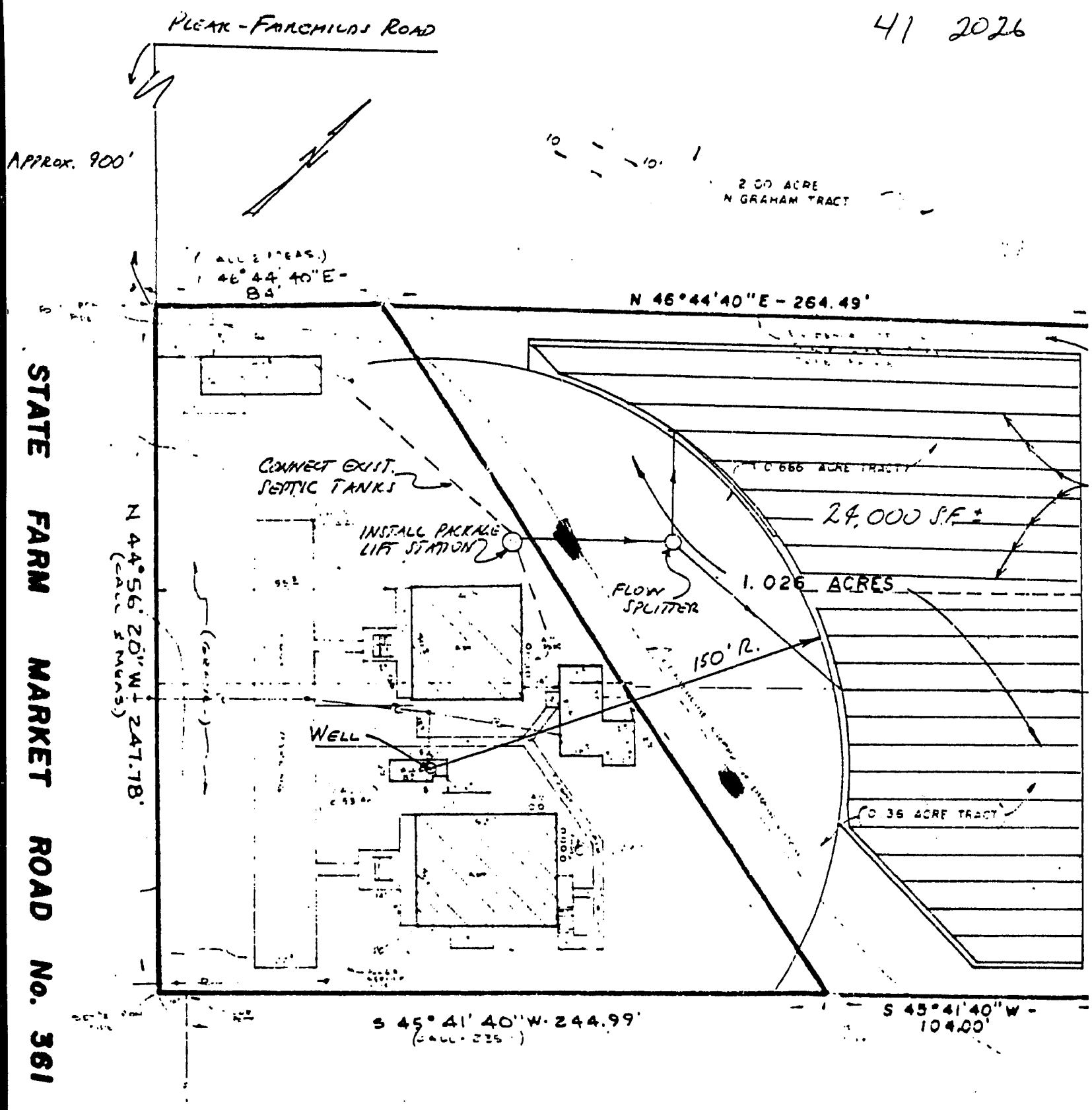
Written notice required 48 hours in advance of construction.
Fort Bend County Engineering
Post Office Box 1449
Rosenberg, Texas 77471
(713) 342-3039

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

COMPANY NAME: Texas Capital Bank-Fort Bend
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:
[signature] 341-0400
(Signature)
NAME & TITLE Scott Dawson Sr. VP
(Please Print)
DATE: 3-22-90
ADDRESS: P.O. Drawer CC
(Street/P.O. Box)
Richmond Texas 77469
City State Zip
TELEPHONE NO: 341-0400


FAIRCHILDS
MRS. SARAH HILL
A-411
A-226
T&T.C. R.R.
A-410
A-452
FRANZE
A-442
CHAS. BLOHM
A-443
AUG. BODE
Herbert C. Oberrender
105.79 A.
100 A.
33
Henry W. Sebesta, et-ux, Joe M. Sebesta
Emil Sodolak
Georgia Polak
Edmund Bohac
Joe Kneitz
Joe D. Michalec
Alwin Zwahr
Roy E. Wieczyk
Martha Rybak
Jerry Velek
Constant Vecera
E.J. Kaluza
Elton A. Tiemann
Kenneth Egger
Pedro G. Salas
Jesus Mat
Gurecky
Rob't. Mc Connell
Richard Sto
Leo J. D. Robesh
Jando-Church Road Ltd.
Willie Wieczyk
Bertha Scneider
Alphonse M. Novak
Alma V. Sobrsu
John W. Nawara, Jr., et. al.
Nolo Grimes 1/4
Esther Mikel 1/4
Theo. Nipcher 1/2
Mary Ann Schmidt
Anna Schmidt 1/2
Charles A Gurecky
Theo. E. Chemlik
Geo. M. Keith 1/3
Mary Powell
John C. Bohac Est.
Tonia Chemlik
Joe D. Michalec
Sol R. Kobb
Paul R. Muth
Roosevelt Sodolak
Leonard Sodolak
Dan'l D. Gurecky
Martha Rybak
Roy E. Wieczyk
Ralph S. Marks
R.B. Connon
Edwin Gorka
Bob Gill
Ruth J. Hardy
Edward H. Smith, III
Jesse E. Cook
Roy A. Koch
Joe Kneitz
Theodore Bohac
Mary Ann Schmidt
Anna Schmidt
Angelina Sobers
Martha Polak
Mary Kolinek
A. Kolinek
Marcell Jeller
Curtis M. Thomas
Lawrence Falcon
Jerry L. Harrison
Frank R. Carnoch
Brian Carnoch
Edward E. Carnoch
Robert Carnoch
Sees, Inc.
R.W. Lindsey
W. L. Kronek
Jerome
Ste. Olga
AS PER ORIGINAL
41.2025

41 2026

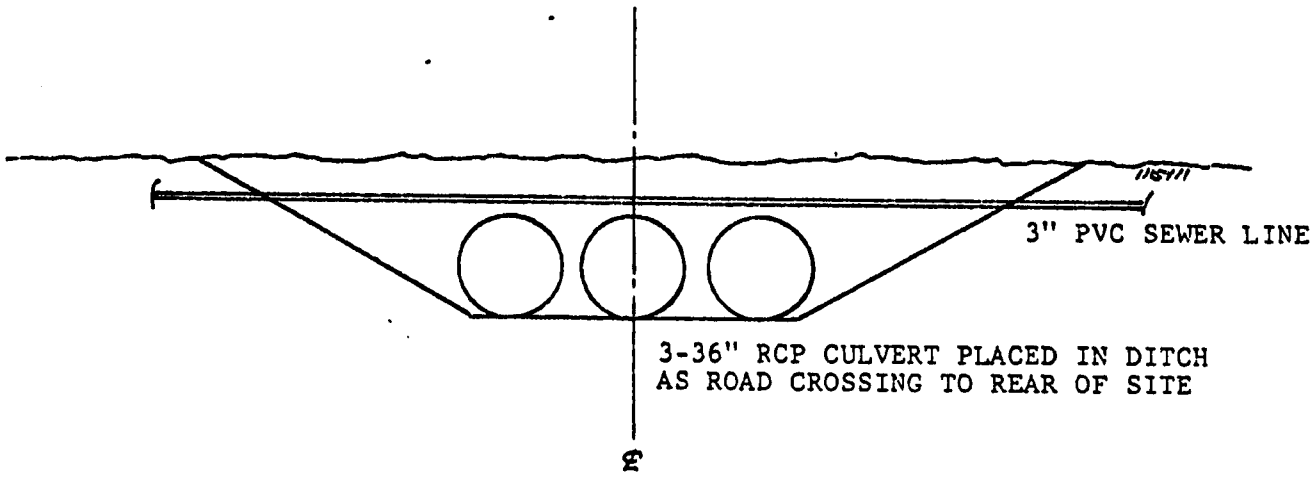


STATE FARM MARKET ROAD No. 361

41 2026 A

FAIRCHILD APARTMENTS SEPTIC TANK SYSTEM

REVISION TO DETAIL



TYPICAL SECTION OF DITCH LOOKING EAST

NOTE: THIS SECTION REPLACES THE ONE SHOWN ON THE ORIGINAL DRAWING DATED 1/29/90.

JAMES H. SUCHMA, P.E.
Consulting Engineers
P.O. Box 1051
RICHMOND, TEXAS 77469

STATE OF TEXAS
JAMES H. SUCHMA
25699
REGISTERED
PROFESSIONAL ENGINEER

4/28/90

24

41 2027

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Uticon, Inc.

Dated 4/25/90, Bond No. 29-0130-10168-90-3, Permit No. 81166 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Alida 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.

41 2028

Appl. # 81166

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

5-2-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $5,000.00

#29-0130-10168-90-3

8/3/87

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

41 2029

THE STATE OF TEXAS

Bond No. 29-0130-10168-90-3

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we UTICON, INC. as principal and UNITED STATES FIDELITY AND GUARANTY 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 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, 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.

This bond is in reference to the City of Arcola, Texas Job:
Contract No. 1 - Sewage Collection System, Lift Station and Force Main
Contract No. 2 - 0.125 MGD Waste Treatment Plant

The term of this bond is for a period of two (2) years commencing on the date hereof, and may be continued from year to year by continuation certificate executed by the principal and the surety.

EXECUTED this 24th, day of April, 19 90.

UTICON, INC.
PRINCIPAL.

Carol Kalgoco Sec Treas
BY:

UNITED STATES FIDELITY AND GUARANTY COMPANY
SURETY

BY: Andrew J. Janda Attorney-in-Fact

HOUSTOUN WOODARD & ASSOCIATES, INC.
dba TARPEY AND COMPANY LICENSE #0111460
4544 POST OAK PLACE DRIVE, #378
HOUSTON, TEXAS 77027

41 2030

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 102179

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Rock N. Houstoun, Harlan J. Berger, Donald E. Woodard, Jr., Richard Head, Andrew J. Janda, Charles Stephen Crum, John F. Rougagnac, Jr., Sue Kohler and Virginia J. Witty

of the City of Houston, State of Texas,
its true and lawful attorney s in and for the State of Texas

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXXX~~ anyone of the said Rock N. Houstoun and the said Harlan J. Berger and the said Donald E. Woodard, Jr. and the said Richard Head and the said Andrew J. Janda and the said Charles Stephen Crum and the said John F. Rougagnac, Jr. and the said Sue Kohler and the said Virginia J. Witty

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 13th day of October, A. D. 19 89

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) *By* Jerome W. Dobbyn
Vice-President.

(SEAL)

(Signed) William K. Owens
Assistant Secretary.

STATE OF MARYLAND.
BALTIMORE CITY. } ss:

On this 13th day of October, A. D. 1989, before me personally came Jerome W. Dobbyn, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and William K. Owens, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Jerome W. Dobbyn and William K. Owens were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; [illegible] that the seal affixed to said Power of Attorney was such corporate seal, that it was

41 2031

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81166

Formal notice is hereby given that The City of Arcola 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 SECTION

PLAN SHEET		Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased
31	A.	Elm	400' S. of Spruce Street @ Kansas	30'- 10"	X			
31	B.	Mimosa	300' N. of Maple @ Kansas	30'- 10"	X			
31	C.	Maple	300' N. of Hickory @ Kansas	30'- 10"	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
33	I.	Spruce	@ Kansas 0+25	West	11+00	1075'- 6"
18.	J.	Elm	@ Kansas 0+25	West	11+60	1135'- 6"
33.	K.	Mimosa	@ Kansas 0+25	West	11+00	1075'- 6"
32.	L.	Maple	@ Kansas 0+25	West	10+00	975'- 6"

General Description

6" and 10" P.V.C. Gravity Sanitary Sewer Lines.

All street crossings bored minimum of 2 feet below flowline ditches.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

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

Franklin R. Schodek
(Signature)

NAME & TITLE Franklin Schodek, Estimator
(Please Print)

DATE: April 25, 1990
ADDRESS: Route 1, Box 718
(Street/P.O. Box)

Richmond, Texas 77469
City State Zip
TELEPHONE NO: 713/343-1027

41 2032

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 81166

Formal notice is hereby given that The City of Arcola 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 SECTION

PLAN SHEET	Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
32./31 D.	Hickory	300' N. of Davis @ Kansas	30'-6"	X			
28./31 E.	Davis	300' S. of Hickory @ Kansas	30'-6"	X			
28. F.	Davis	1915' W. of Kansas @ Davis	30'-6"	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
32. M.	Hickory	@ Kansas 0+25	West 8+00	775'- 6"
28. N.	Davis (E.)	@ Kansas (0+25)	West 19+15	2025'-12"
13. O.	Davis (N-S)	@ Davis 0+25	North 7+40	715'- 6"
29. P.	Post	@ Hwy. 521 0+05	East 19+70	1965'-10"
31. R.	Kansas	@ Spruce 17+65	South 0+40	1725'-10"

General Description

6", 10" and 12" P.V.C. Gravity Sanitary Sewer Lines.

All street crossings bored with minimum of 2 feet below flowline of ditches.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

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

Franklin N. Schodek
(Signature)

NAME & TITLE Franklin Schodek, Estimator
(Please Print)

DATE: April 25, 1990
ADDRESS: Route 1, Box 718
(Street/P.O. Box)

Richmond, Texas 77469
City State Zip

TELEPHONE NO: 713/343-1027

41 2033

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 8066

Formal notice is hereby given that The City of Arcola 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)

SOUTHEAST SECTION

PLAN SHEET	Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
14. G.	Coen	@ Long Street (N-S)	30'-8"	X			
14. H.	Long Street	@ Coen (N-S)	30'-8"	X			
14. I.	Long Street	@ Coen (E-W)	30'-8"	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
14./15.S.	North Pine	@ Coen 30+40	N-W 16+20	1400'- 8"
30.T.	Coen	@ Long Street -(0+20)	West 14+00	1420'- 8"
14 U.	Coen	@ Long Street 0+20	East 8+20	800'- 6"

General Description

6" and 8" P.V.C. Gravity Sanitary Sewer Lines.

All street crossings bored with minimum of 2 feet below flowline of ditches.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

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

Frank R. Schodek
(Signature)

NAME & TITLE Franklin Schodek, Estimator
(Please Print)

DATE: April 25, 1990
ADDRESS: Route 1, Box 718
(Street/P.O. Box)

Richmond, Texas 77469
City State Zip

TELEPHONE NO: 713/343-1027

41 2034

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

TO COUNTY OF FORT BEND

PRECINCT NO. 2
PERMIT NO. 811660

Formal notice is hereby given that The City of Arcola 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)

SOUTHEAST SECTION

PLAN SHEET	Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

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

	Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
12. V.	Long Street	@ Coen 57+95	South 49+70	825'-8"
12. W.	South Pine	@ South Pine 45+00	West 39+00	600'-2" Force Main

General Description

8" P.V.C, Sanitary Sewer Line.

2" P.V.C. Force Main Sanitary Sewer 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: Uticon, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

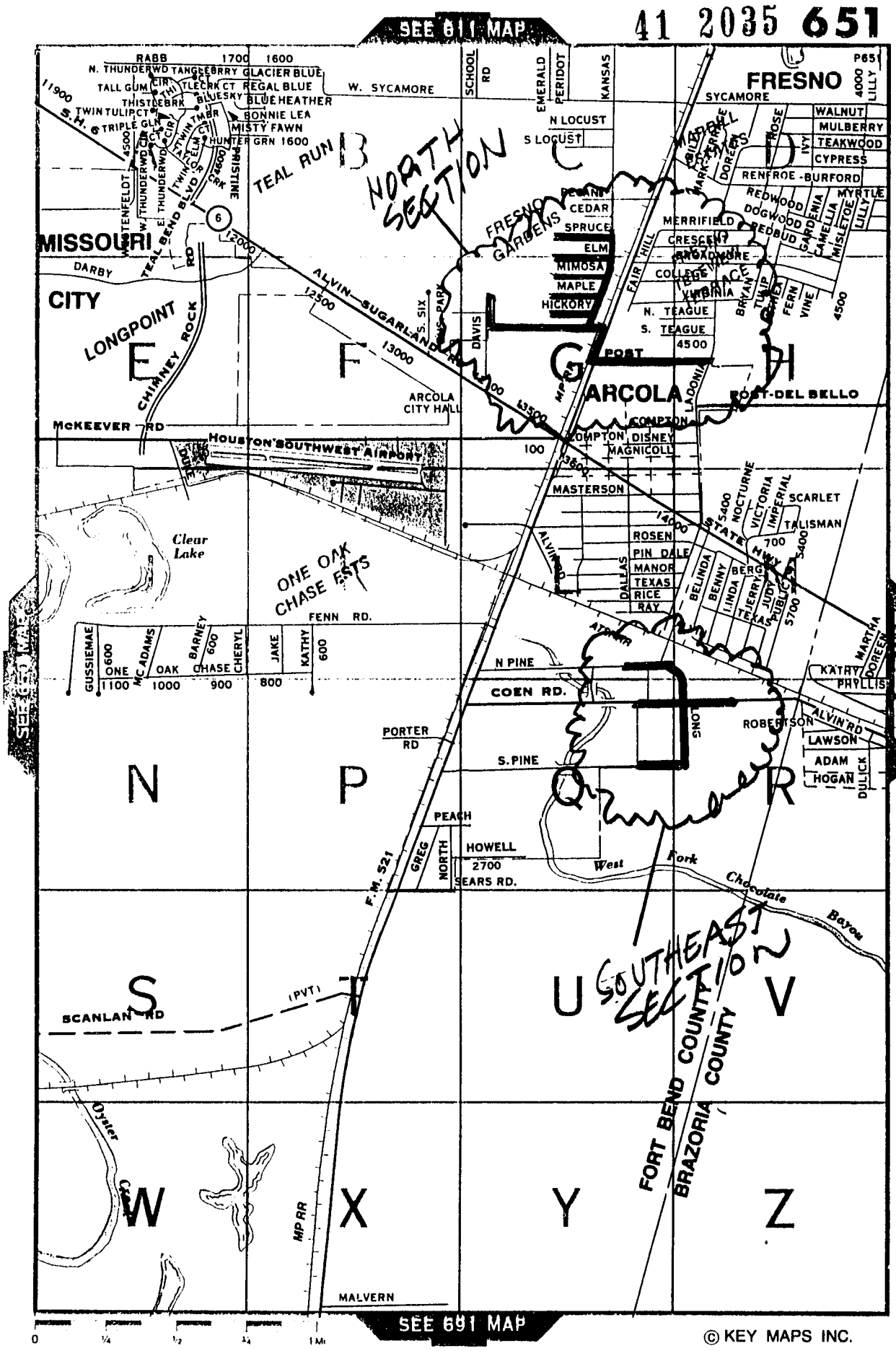
Frank N. Schodek
(Signature)

NAME & TITLE Franklin Schodek, Estimator
(Please Print)

DATE: April 25, 1990
ADDRESS: Route 1, Box 718
(Street/P.O. Box)

Richmond, Texas 77469
City State Zip

TELEPHONE NO: 713/343-1027



AS PER ORIGINAL

Pct. 2. Performance bond in the amount of $2,000 was presented to the Court. (Recorded in minutes in full)

25. CONSIDER APPLICATION FROM WILLOW FORK ASSOC. LTD. TO CONSTRUCT 2 MONUMENTS OFF FRY RD., KELLIWOOD SUB., PCT. 3:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Willow Fork Assoc. LTD. to construct two monuments off Fry Rd., Kelliwood Subdivision, Pct. 3. Cashiers check in the amount of $2,000 was presented to the Court. (Recorded in minutes in full)

26. CONSIDER APPLICATION FROM ADDICKS SERVICES INC. TO CONSTRUCT A 42" DIAMETER INLET STRUCTURE FROM A 40' DRAINAGE EASEMENT INTO DITCH M, 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 construct a 42" diameter inlet structure from a 40' drainage easement into Ditch M, Pct. 4. (Recorded in minutes in full)

27. CONSIDER APPLICATION FROM EARTH TONE DEVELOPMENT INC., TO INSTALL NEW 6" SCH. 40 SLEEVES & BORE UNDER WESTHEIMER PKWY. FOR SPRINKLER SYSTEM, PCT. 3:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Earth Tone Development Inc. to install new 6" sch. 40 sleeves & bore under Westheimer Pkwy. for sprinkler system, Pct. 3. Performance bond in the amount of $2,000 was presented to the Court. (Recorded in minutes in full)

28. CONSIDER APPLICATION FROM CONWAY HALL SPRINKLER CO. TO INSTALL NEW 6" SCH. 40 SLEEVES & BORE UNDER CINCO BLVD. FOR SPRINKLER SYSTEM, PCT.3:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Conway Hall Sprinkler Co. to install new 6" sch. 40 sleeves & bore under Cinco Blvd. for sprinkler system, Pct. 3. Performance bond in the amount of $2,000 was presented to the Court. (Recorded in minutes in full)

29. CONSIDER APPLICATION FROM YOUSEE IRRIGATION INC. TO INSTALL NEW 6" SCH. 40 SLEEVES & BORE UNDER PEEK RD. FOR SPRINKLER SYSTEM, PCT. 3:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve application from Yousee Irrigation Inc. to install new 6" sch. 40 sleeves & bore under Peek Rd. for sprinkler system, Pct. 3. Cashiers check in the amount of $2,000 was presented to the Court. (Recorded in minutes in full)

30. CONSIDER ACCEPTING LETTER OF CREDIT AMENDMENTS FOR OLD MILL PARK RETAIL CENTER, COMMERCIAL RESERVES A,B, B1 &E, PCT. 3, AND FOR COLONY WOODS, SEC. 1, PCT. 4:

Moved by Commissioner Pressely, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept letter of credit amendments for Old Mill Park Retail Center, Commercial Reserves A,B,B1, & E, Pct. 3, and for Colony Woods, Sec. 1, Pct. 4. (Recorded in minutes in full)

25

41 2037

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Willow Fork Associates, Ltd. Dated 4/12/90, Bond No. 22372, Permit No. 81156 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Gradney
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.

41 2038

Appl. # 81156

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

4-17-90
Date

X (1) Complete Application Form

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

X b. Map or plat showing course of direction

X c. Plans and specifications

X (2) Bond

_____ Perpetual bond currently posted

-or-

X Performance bond submitted in the amount of $2,000.00

Cashier's Check #22372

8/3/87

Community Bank

P.O. BOX 737 • KATY, TEXAS 77492-0737

No. 022372

Willow Fork Associates, LTD.

PURCHASER

4-20-90

FEE PAID

PAY TO THE ORDER OF Fort Bend County **********[redacted] $ 2,000.00*

COMMUNITY BANK 2,000 00 CTS

CASHIER'S CHECK

NOTICE TO CUSTOMERS

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

James Montgomery

VICE PRESIDENT - ASST. CASHIER

⑈022372⑈ ⑆113012419⑆ ⑈999 706⑈

41 2039

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)

41 2040

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81156

Formal notice is hereby given that WILLOW FORK ASSOCIATES, LTD. 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)

KELLIWOOD

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction Bored	Jacked	Driven	Cased

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

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

General Description

WE PLAN TO PLACE SUBDIVISION MONUMENTS ON FRY ROAD (IDENTICAL TO ATTACHED DRAWINGS ~~PHOTOGRAPH~~) AT THE 2 POINTS DESIGNATED ON THE ATTACHED MAP. MONUMENT #1 IS 1200' SW FRY & SPYGLASS HILLS DRIVE MONUMENT #2 IS AT FRY & HCP EASEMENT.

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: WILLOW FORK ASSOC., LTD
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

VP
(Signature)

NAME & TITLE TODD BOLEN V.P.
(Please Print)

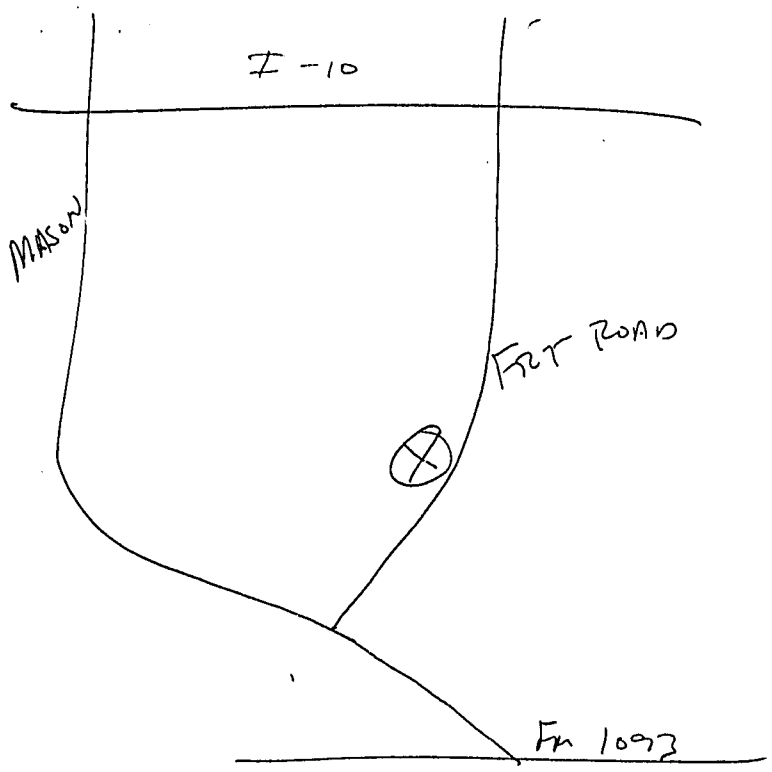
DATE: 4-12-90
ADDRESS: 1306 FRY KATY, TX 77450
(Street/P.O. Box)

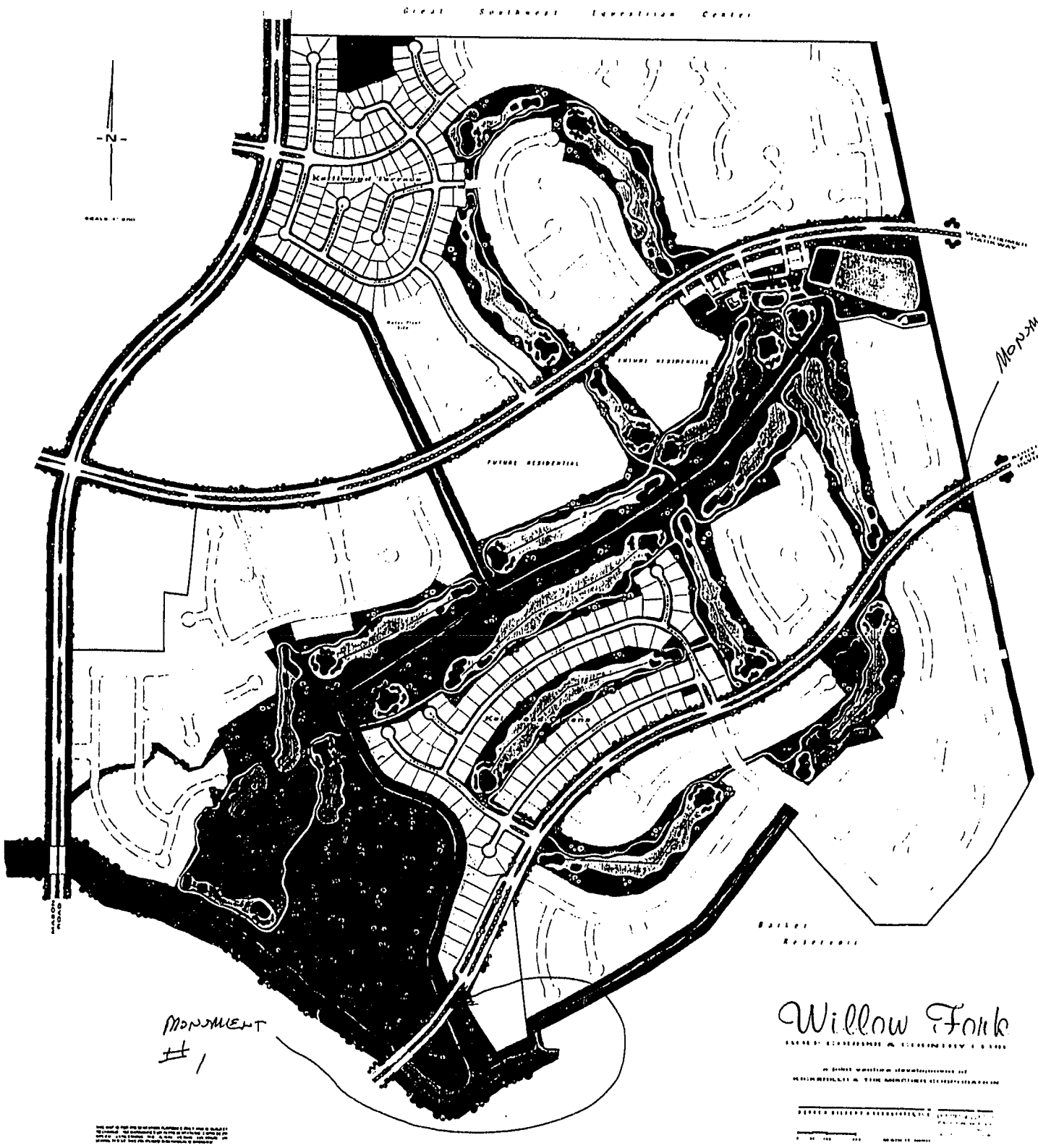
City State Zip
TELEPHONE NO: 951-0666

NOTE: BOND IN FORM OF $2,000 CHECK.

41 2041

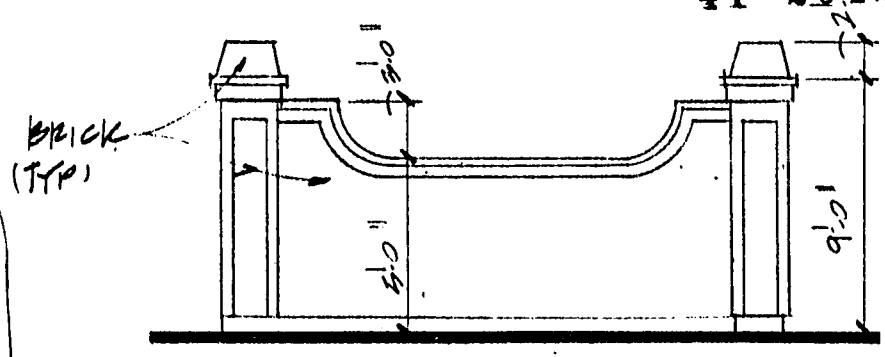
AS PER ORIGINAL





KERRY R. GILBERT & ASSOCIATES, INC.

41 2042



sign elevation

SCALE: 1/8" = 1'-0"

site plan

SCALE: 1/8" = 1'-0"

26

41 2043

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Addicks Services, Inc.

Dated 4/20/90, Bond No. None Required, Permit No. 81164 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutto, 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 Stachelberg
COUNTY ENGINEER

BY [illegible]
DRAINAGE DISTRICT ENGINEER/MANAGER

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

CLERK OF COMMISSIONERS COURT

BY Cleda Fosler
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.

37 2295 2/13/89
41 2044

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

REVIEW FORM

On 5/2/90 (date) the Drainage District (department/office) reviewed the: (circle one and fill in information)

1. Construction Plans _____
2. Plat _____
3. Permit #81164, Fort Bend County LID No. 7, Drainage Easement

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

41 2045

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. Four
PERMIT NO. 81164

Formal notice is hereby given that Fort Bend County LID No. 7 proposes to lay, construct, maintain and/or repair a cable, conduit and/or pole line, under or across the right of way of a County road or ditch within Fort Bend County, Texas as follows:

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
40' Drng. Easement Part I, Vol. 403, Pg. 346 EBCDR	Southwest of US Hwy 90-A and Sartartia Rd.		5200'

General Description

See attached for General Description

The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)
The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume 639 of the Minutes of the Commissioners Court of Fort Bend County, Texas.

NOTICE

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

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

COMPANY NAME: Addicks Services, Inc.
AGENT ~~XXXXXX XXXXXX~~
(accessible 24 hrs/day, 7 days/week:
David B Norris
(Signature)
NAME & TITLE David Norris Sec.
(Please Print)
DATE: 4-20-90
ADDRESS: 20435 FM 1093
(Street/P.O. Box)
Richmond Tx 77469
City State Zip
TELEPHONE NO: 341-6645

The drainage from the 40' drainage easement described in PART I of the right -of-way easement recorded in Volume 403, Page 346 (copy attached) of the Fort Bend County Deed Records is to be diverted to the Fort Bend County LID No. 7 ("LID 7") drainage channels. The channel improvements are under contract now. A new 42" diameter inlet structure will divert the drainage from the existing open channel to LID 7's Ditch "M". This work is all in accordance with the construction plans for the flood protection levee and drainage channel improvements for LID 7. These plans were approved by the Fort Bend County Engineer, the Fort Bend County Drainage District and the Fort Bend County Commissioner's Court on June 5, 1989. Fill and several feet of 42" corrugated metal pipe will be placed in the existing easement to direct the drainage through the new inlet structure and then to Ditch "M".

We request that the bond(s) for this work be waived. Fort Bend County has agreed to abandon portions of this easement and is negotiating the conditions of abandonment with LID 7 and the Developer.

Clayton Foundation Co. COMPARED DEED VOL 503 PAGE 346

CLAYTON FOUNDATION CO.

To: 170910

FORT BEND COUNTY DRAINAGE DISTRICT

41 2047

AS PER ORIGINAL

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

Clayton Foundation Company

900 Bank of the Southwest Building

Houston, Texas 77002

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:

PART I:

The DISTRICT shall have an easement of an aggregate width of 40 feet, being 20 feet, extending at right angles, on each side of the following line and course across said land, to-wit: BEGINNING at the point where the centerline or thread of an existing drainway intersects an interior North line of Grantor's land situated in the Jesse H. Cartwright League, Abstract 16, in Fort Bend County, Texas. Said beginning point also being the South line of the adjoining Ernest Bishop tract of land and being approximately 730 feet along said South line from the Southwest corner of said Bishop tract. THENCE following said drainway centerline downstream, in a first Southeasterly direction and then Easterly direction a distance of approximately 2,000 feet to intersect an existing Brazos River Gully.

PART II:

THE DISTRICT shall have an easement of an aggregate width of 40 feet off the West side of Grantor's tract of land which is situated East of and adjacent to Sartartia Road and located in the Jesse H. Cartwright League, Abstract 16, in Fort Bend County, Texas. BEGINNING at the point where said Sartartia Road ends, which is approximately one mile South of U. S. Highway 59 - 90A. THENCE proceeding in a Northerly direction parallel to and perpendicular from the West line of Grantor's land and the East line of Sartartia Road a distance of approximately 2,650 feet to intersect an existing Texas State Highway Department easement.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing, upon the premises of Grantor immediately adjoining the easements as above described.

Grantor requires that in this work the Fort Bend County Drainage District will so perform its work that the drainage easements hereby granted will be retained as swails with a guarantee that no errosion will be allowed or, should errosion occur, such errosion will be corrected promptly. Further, that the banks of these swails will be properly sloped and sodded so as to prevent the risk of errosion.

41 2048

AS PER ORIGINAL

DEED VOL. 503 PAGE 347

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

EXECUTED this the 9th day of April, A. D. 1968

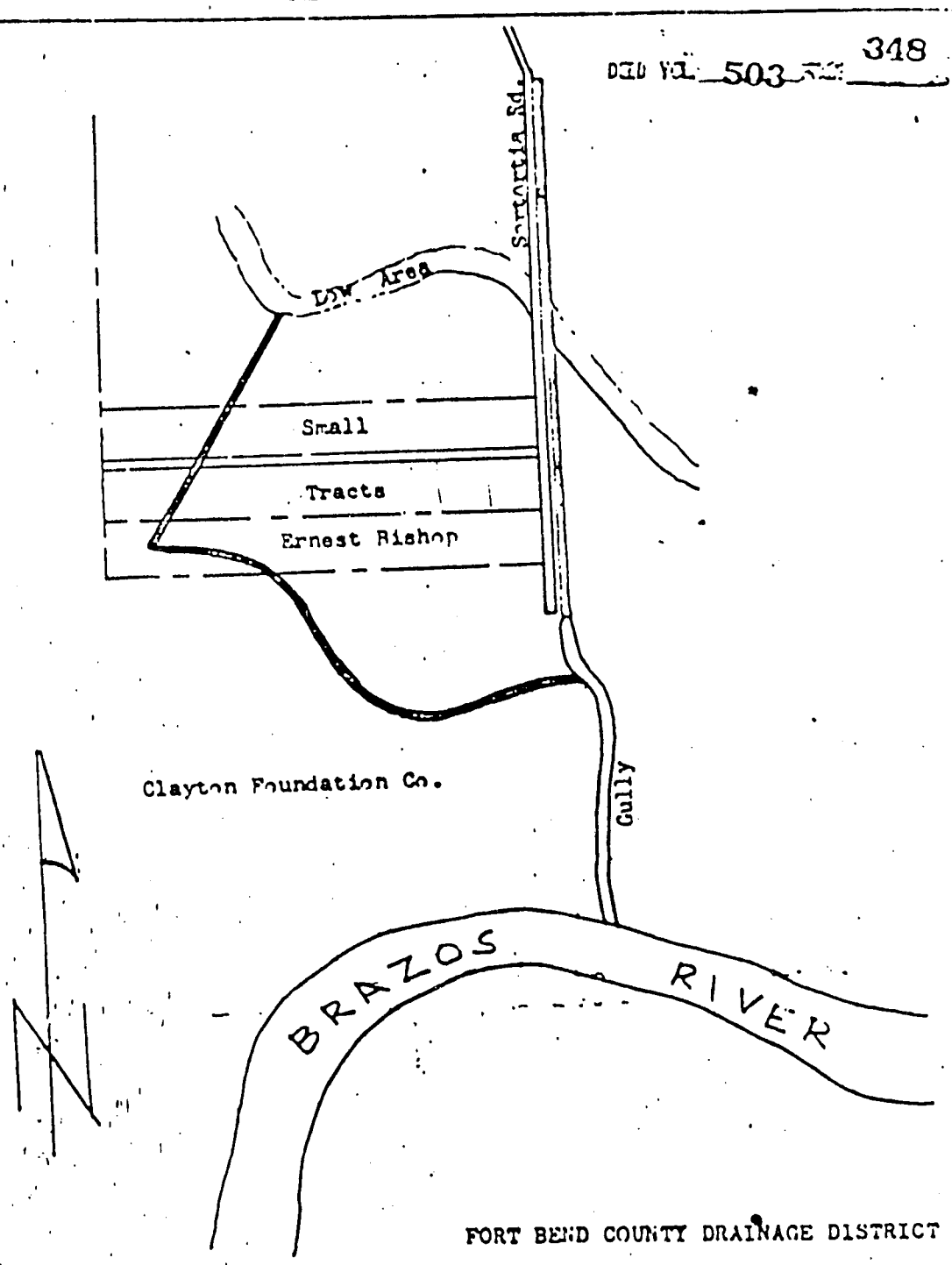
Clayton Foundation Company

By Marvin Lanning Jr.
Vice President

41 2049

AS PER ORIGINAL

DEED VOL. 503 348



FORT BEND COUNTY DRAINAGE DISTRICT

Scale: 1" = 660"

Proposed Easements

4-9-65
N. S. Lannins Jr.
Clayton Foundation Co.

AS PER ORIGINAL 41 2050

DEED VOL 503 PAGE 349

THE STATE OF TEXAS
COUNTY OF Harris

BEFORE ME Glenis Dickerson

Notary Public, in and for Harris County, Texas, on this day personally appeared Marvin T. Launius, Jr., Vice President of Clayton Foundation Company

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 9th day of April A. D. 1968

(L. S.)

Glenis Dickerson

Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

FILED FOR RECORD
AT 11:00 o'clock A M.
JUN 11 1968
Ella Macek
County Clerk, Fort Bend, Co., Tex.

Duly Recorded this the 14 day of June A.D. 1968 at 4:30 O'Clock P.M.
By Doris Wolf Deputy

Ella Macek, County Clerk
Fort Bend County, Texas

41 2051

Addicks Services, Inc.
P.O. Box 219266
Houston, Texas 77218-9266
(713) 341-6645
Fax (713) 232-4954

April 23, 1990

Fort Bend Co. Engineering
P.O. Box 1449
Rosenberg, Texas 77471

Reference : Drainage Structure
Fort Bend County LID No.7

Gentlemen:

We will begin work on the above referenced project Thursday April 26, 1990. This letter shall serve as our written notice of construction.

Please direct any questions concerning the construction of this project to me. Our office number is 341-6645.

Thank You,

Addicks Services, Inc.

Bubba Mullins

Bubba Mullins

cc: Fort Bend Co. Precinct 4

AS PER ORIGINAL 41 2052

VANSICKLE · MICKELSON & KLEIN · Inc.
Consulting Engineers

SUBJECT LID 10 INTERCEPTORS
SHEET NO. 8 OF
BY [illegible] DATE 11/14/88 JOB NO 117-35
CHKD. BY DATE

LOCATION N

A = 4.2 AC

$T_c = \frac{470'}{1\ ft/s} = 7.8\ min$ From Fig 2-7 $i = 8.2$ in/hr

$Q = 0.3(8.2\ in/hr)(4.2\ AC)(1.10) = 11.4\ cfs$

NG = 75.5 FL = 75.5 - 2 = 73.5 HEAD = 73.5 - 65.6 = 7.9'

25 YR WSEL = 65.6

FROM NOMOGRAPH FIG 4-32, DIA = 24"

LOCATION O

A = 3.8 AC

$T_c = \frac{350'}{1\ ft/s} = 5.8\ min$ From Fig 2-7 $i = 8.9$ in/HR

$Q = 0.3(8.9\ in/HR)(3.8\ AC)(1.10) = 11.2\ cfs$

NG = 75.2 FL = 75.2 - 2.0' = 73.2'

25 YR WSEL = 66.1 HEAD = 73.2 - 66.1 = 7.1'

FROM NOMOGRAPH FIG 4-32 DIA = 24 in

LOCATION P

A = 5.2 AC

$T_c = \frac{500'}{1\ ft/s} = 8.3\ min$ From Fig 2-7, $i = 8.4$ in/HR

$Q = 0.3(8.4\ in/hr)(5.2\ AC)(1.10) = 14.4\ cfs$

NG = 75.1 FL = 75.1 - 2.0 = 73.1

25 YR WSEL = 66.1 HEAD = 73.1 - 66.1 = 7.0'

FROM NOMOGRAPH FIG 4-32 DIA = 24"

LOCATION Q

A = ~~40.7~~ 60.4 AC $T_c = \frac{5800}{1.5} = 96.7$ ~~64.4~~

$T_c = \frac{3000'}{1\ ft/s} + \frac{600'}{1.5\ ft/s} = 56.7\ min$ From Fig 2-7 $i = 3.8$ ~~5.6~~ in/HR

$Q = 0.3(3.8\ in/hr)(40.7\ AC)(1.10) = 51.0$ ~~5.6~~ 60.4 ~~51.0~~ 71.8 cfs

FL = 68.9

25 YR WSEL = 66.5 HEAD = ~~70.7~~ 71.5' - 66.5 = 4.2 ft (SEE SHT 10) 5.0

FROM NOMOGRAPH FIG 4-32 DIA = ~~36"~~ 42"

41 2053

AS PER ORIGINAL

12

LOCATION

O PENCIL
P RED
Q BLUE
R GREEN

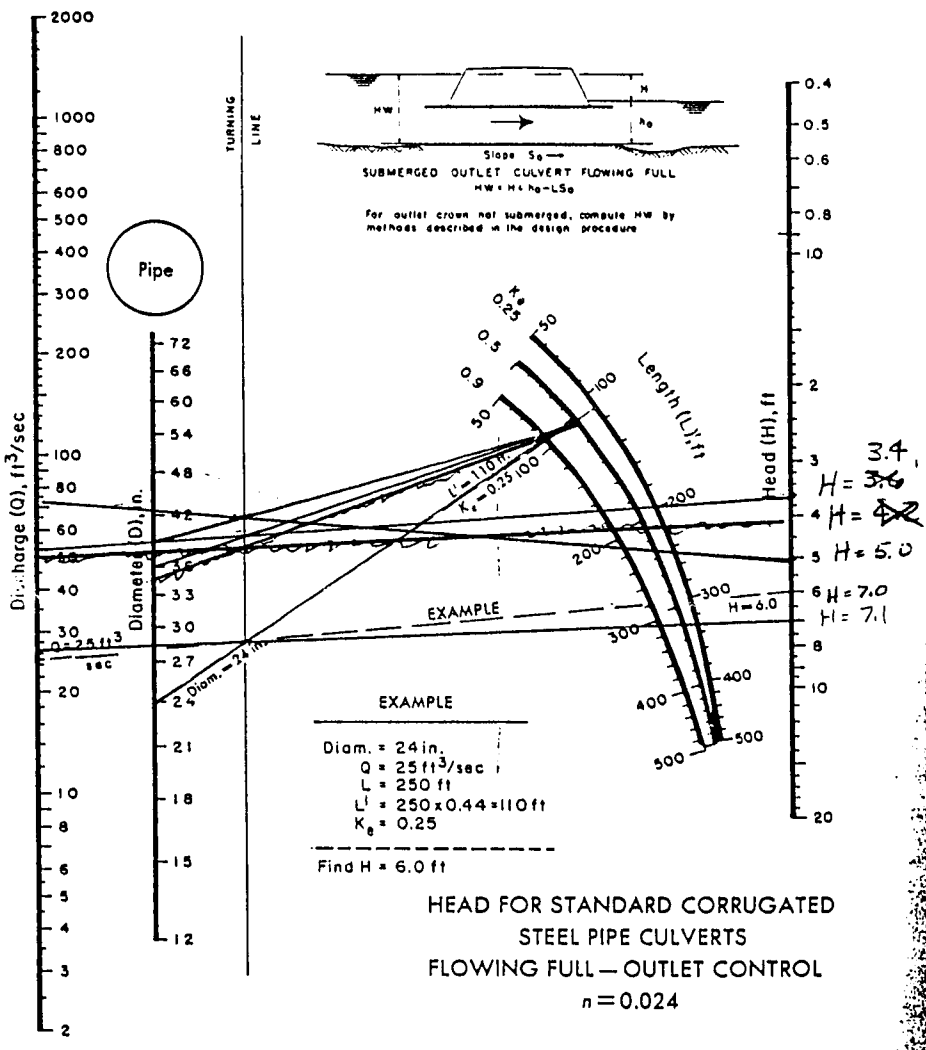


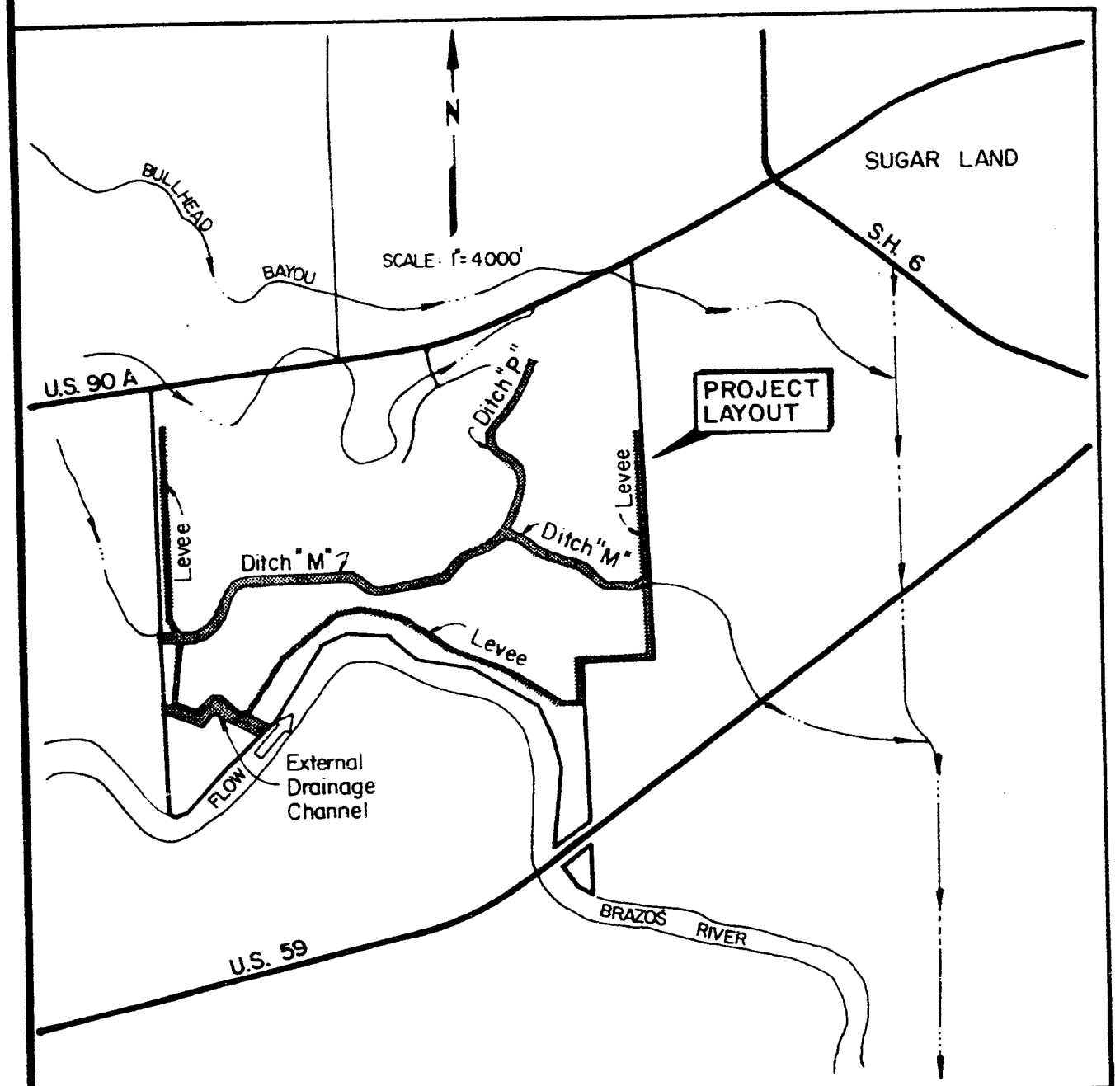
Figure 4-32 *Outlet control.* Head for corrugated steel *pipe* culvert with submerged outlet and culvert flowing full. See note under sketch at top.

Table 4-11 Length Adjustment for Improved Hydraulics

Pipe Diameter, in.	Roughness Factor n' for Helical Corr.*	Length Adjustment Factor $\left(\frac{n'}{n}\right)^2$
12	0.011	0.21
24	0.016	0.44
36	0.019	0.61
48	0.020	0.70

*Other values of roughness, n, are applicable to paved pipe, lined pipe and pipe with 3 × 1 in. corrugations. See Table 4-10. To use the above chart for these types of pipe and pipe-arches, use adjusted length factors computed per equation 14, page 187.

41 2054



VICINITY MAP

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Earth Tone Development, Inc. Dated 4/20/90, Bond No. 131-1056, Permit No. 81162 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutto, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

Appl. # 81162

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

5-1-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00

Bond # 131-1056

8/3/87

41 2057

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 NO. 131-1056

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we Earth Tone Development, Inc., 5323 Addicks Satsuma, Houston, TX 77084 as principal and Universal Surety of America, 1812 Durham, Houston, TX 77007 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, 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 20th, day of April, 19 90.

Earth Tone Development, Inc.
PRINCIPAL 5323 Addicks Satsuma
Houston, TX 77084

BY: John E. Hasenbank, President & Secretary

Universal Surety of America
SURETY 1812 Durham
Houston, TX 77007

Al Thurmond II

BY: Al Thurmond, II
Attorney-in-Fact

41 2058

UNIVERSAL SURETY OF AMERICA

DISCLOSURE OF GUARANTY FUND NON-PARTICIPATION
(Article 21.28E)

In the event the insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate or evidence of coverage, the policyholder or certificateholder is not protected by an insurance guaranty fund or other solvency protection arrangement.

and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Bonds not to exceed $250,000.00

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

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

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

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

UNIVERSAL SURETY OF AMERICA

By: John Knox, Jr. President

State of Texas
County of Harris ss:

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

Commission Expires: 9/15/90

Kimberlee R. Mozingo Notary Public

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

GIVEN under my hand and the seal of said Company, at Houston, Texas, this 20th day of April, 19 90

Gregory P. Faulx Secretary

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

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

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY

41 2059

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81162

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
A - Westheimer Pkwy.	1251' E. of Peek Rd.	25'	X			
B - Westheimer Pkwy.	1162' E. of Peek Rd.	25'	X			

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

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

General Description

Install 2 new 6" sch 40 sleeves and bore under Westheimer Pkwy, for sprinkler system.

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: EARTH TONE DEVELOPMENT, INC
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

(Signature)

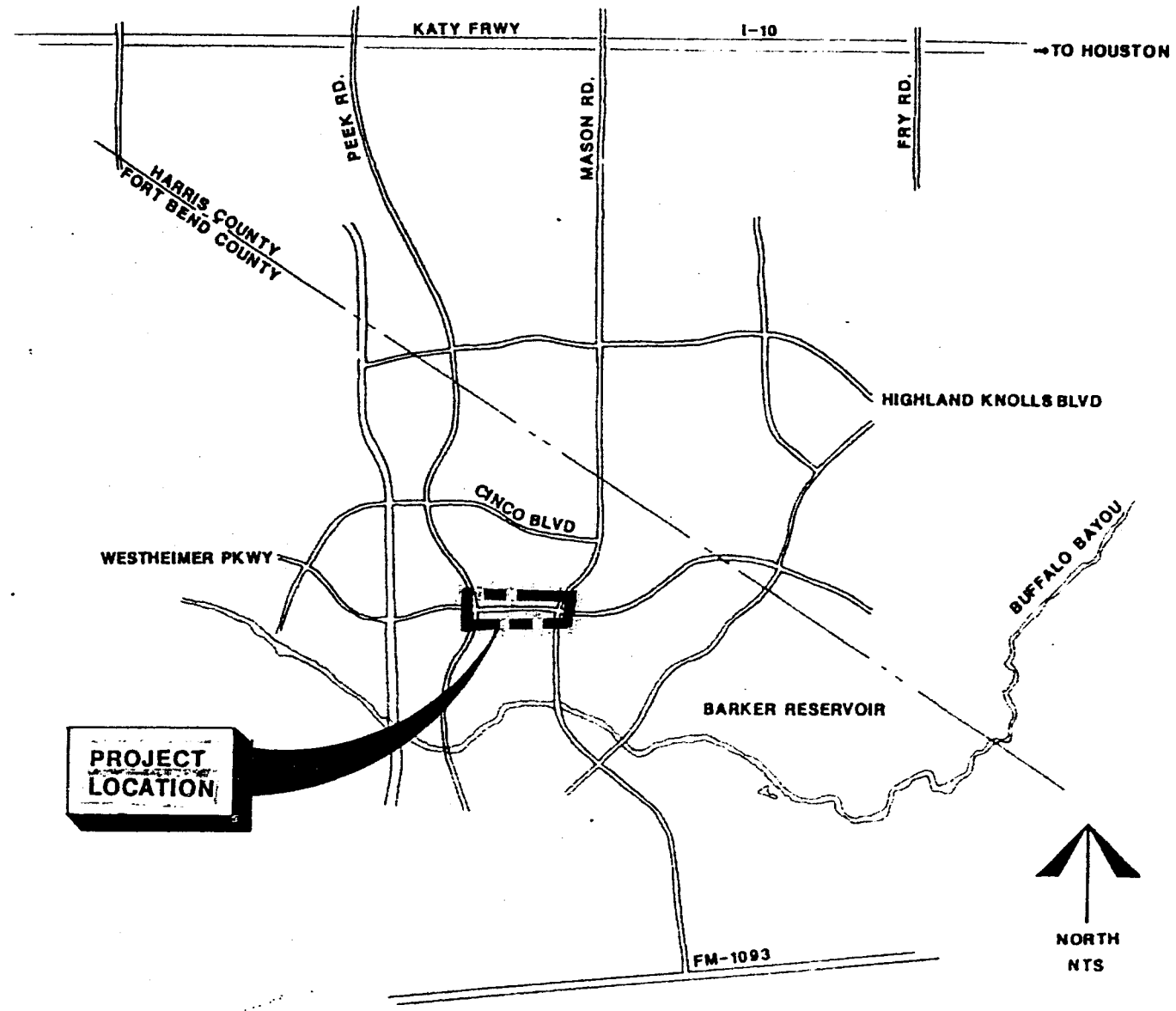
NAME & TITLE JOHN ELWOOD HASENBANK, PRESIDENT
(Please Print)

DATE: 4-20-90
ADDRESS: 5323 ADDICKS SATSUMA
(Street/P.O. Box)

HOUSTON TX. 77084
City State Zip

TELEPHONE NO: 713-463-2750

KEY MAP



41 2060

28

41 2061

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Conway Hall Sprinkler Co., Inc.

Dated 4/18/90, Bond No. 7514229, Permit No. 81167 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Sutts, seconded by Commissioner Pressley, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Stachelberg
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.

41 2062

Appl. # 81167

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

5-3-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00

#7514229

8/3/87

BOND #7514229

41 2063

AS PER ORIGINAL

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 CONWAY HALL SPRINKLER CO., INC. as principal and Continental Casualty 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 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, 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 17th, day of April, 19 90.

CONWAY HALL SPRINKLER CO., INC.
PRINCIPAL

BY:

Continental Casualty Company
SURETY

BY: Gil Carroll, Attorney-In-Fact

Continental Casualty Company

CNA

For All the Commitments You Make

41 2064

AN ILLINOIS CORPORATION

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That CONTINENTAL CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint John D. Carroll, Gil Carroll, David A. Carroll, Individually

of Houston, Texas

Its true and lawful Attorney-in-fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind CONTINENTAL CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of CONTINENTAL CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The President or a Vice President may, from time to time, appoint by writtencertificates attorneys-in-fact to act in behalf of the Company in the excecution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 3rd day of April, 1957.

"Resolved, that the signature of the President or Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, CONTINENTAL CASUALTY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of November, 19 88

CONTINENTAL CASUALTY COMPANY

State of Illinois }
County of Cook } ss

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897

J. E. Purtell — Vice President.

On this 15th day of November, 19 88, before me personally came J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of CONTINENTAL CASUALTY 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 pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

Linda C. Dempsey NOTARY PUBLIC Cook Co., Ill.

Linda C. Dempsey — Notary Public.

My Commission Expires November 12, 1990

CERTIFICATE

I, Robert E. Ayo, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 3 of Article IX of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 17th day of April, 19 90.

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897

Robert E. Ayo — Assistant Secretary

Form 1-23142-B

INV. NO. G-57443-B

BY:

Continental Casualty Company

SURETY

BY: Gil Carroll, Attorney-In-Fact

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE
ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY 41 2065
(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81167

Formal notice is hereby given that Conway Hall Sprinkler Company, 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/Ditch	Distance & Direction	Length	Bored
A - Cinco Blvd.	(715' E of Peek Rd.)	26'	X
B - Cinco Blvd.	(262' W of S. Lake Village Dr.)	26'	X
C - Cinco Blvd.	(1804' E of S. Lake Village Dr.)	52'	X
D - Cinco Blvd.	(2348' E of S. Lake Village Dr.)	26'	X

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

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

General Description

Install 4 new 6" sch 40 sleeves and bore under Cinco Blvd., for sprinkler system.

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: Conway Hall Sprinkler Company, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

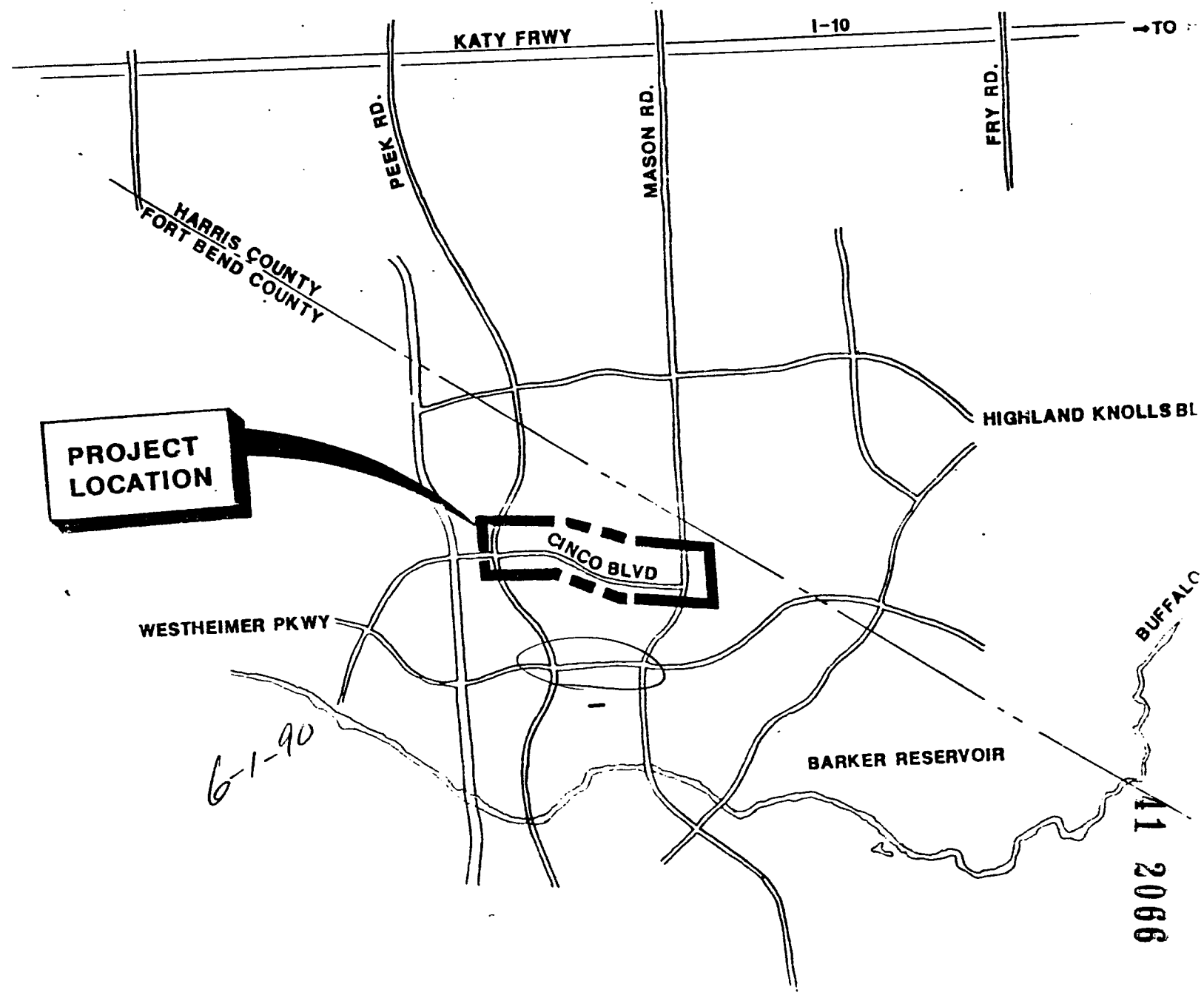
Philip Tharp III
(Signature)

NAME & TITLE Philip Tharp III VP
(Please Print)

DATE: April 18, 1990
ADDRESS: 5711 Schumacher
(Street/P.O. Box)

Houston, Texas 77057
City State Zip
TELEPHONE NO: 782-9818

EY MAP



6-1-90

41 2066

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.

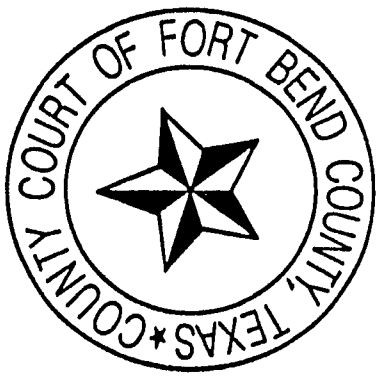
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON JULY 31, 19 90.

STARTING WITH FILM CODE NO. vol 41 pg. 1856

ENDING WITH FILM CODE NO. vol.41 pg.2066



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 31 DAY OF JULY, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 2069.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez

MELISSA RODRIGUEZ DEPUTY

41 27 2069

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 7th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Yousse Irrigation, Inc.

Dated 4/17/90, Bond No. 120007324, Permit No. 81163 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Stutts, 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 Gradwohl
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Lozier
Deputy

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

41 2070

Appl. # 81163

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

5-3-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00

Cashiers Check #0120007324

8/3/87

Texas Commerce Bank
NATIONAL ASSOCIATION

HOUSTON, TEXAS 77252
Member FDIC

CASHIER'S CHECK

A 0120007324 35-60/1130

DATE MAR 18 90

REMITTER Yousse Irrigation, Inc.

PAY TO THE ORDER OF Fort Bend County

TEXAS COMMERCE BANK, N.A. 20008095

$2,000.00

A 60 day waiting period and a double indemnifying Bond is required to replace this check.

NOT VALID OVER $10,000.00

Michael O. Walter

AUTHORIZED SIGNATURE

⑈0120007324⑈ ⑆113000609⑆ ⑈0010199796⑈

kh

41 2071

41 2072

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 3
PERMIT NO. 81163

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

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

	Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
A -	Peek Rd.	540' West of Vantage Point	26'	X			
B -	Peek Rd.	210' West of Greenway Village	52'	X			
C -	Peek Rd.	320' East of Greenway Village	26'	X			
D -	Peek Rd.	320' North of Westforest	26'	X			
E -	Peek Rd.	860' North of Westforest	26'	X			
F -	Peek Rd.	824' South of Highland Knolls	26'	X			
G -	Peek Rd.	840' South of Highland Knolls	26'	X			

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

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

General Description

Install 7 new 6" sch 40 sleeves and bore under Peek Rd., for sprinkler system.

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

Glenda S
(Signature)

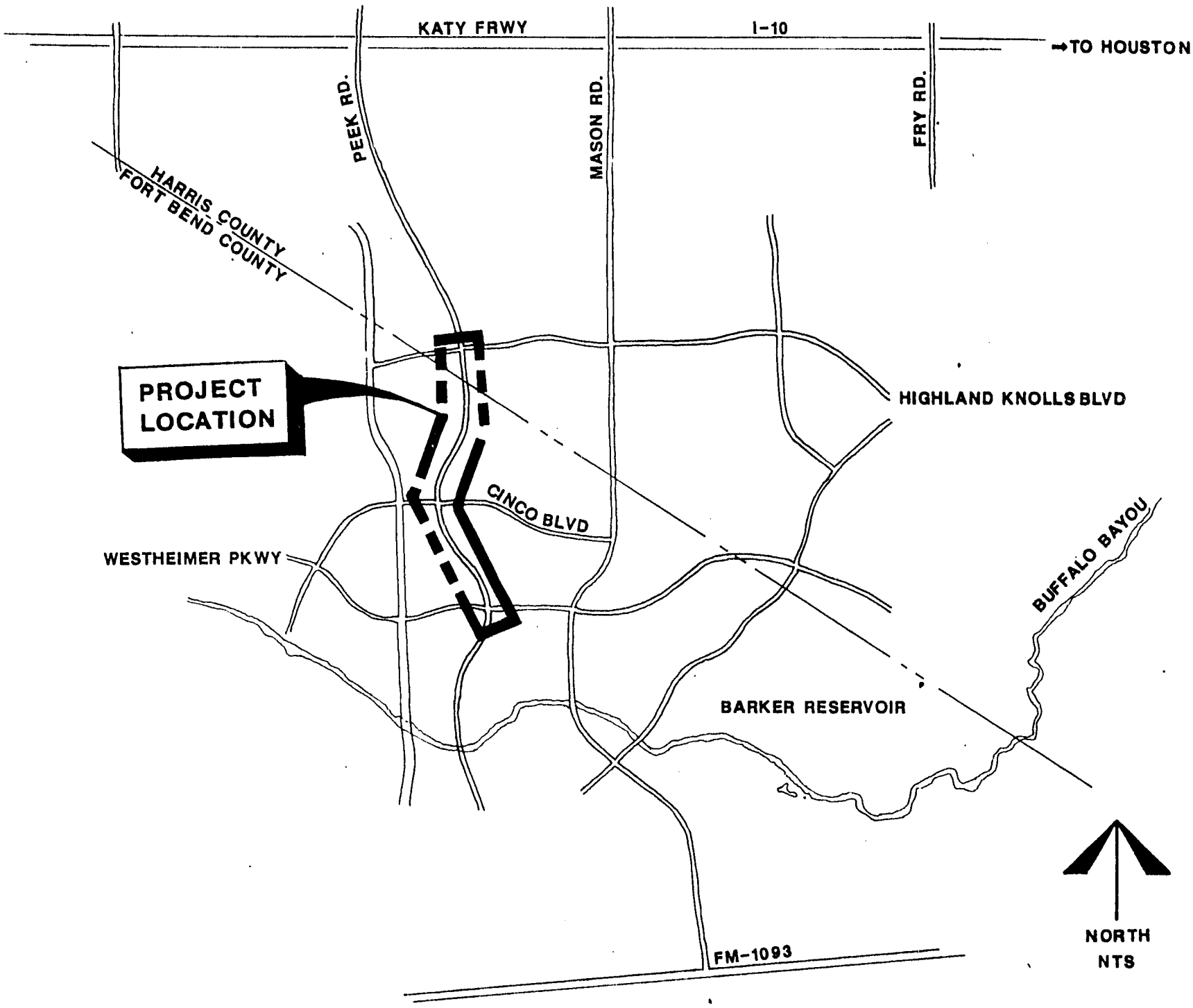
NAME & TITLE Glenda Single Gen. Mng.
(Please Print)

DATE: 4/17/90
ADDRESS: P.O. Box 681944
(Street/P.O. Box)

Houston TX. 77268
City State Zip

TELEPHONE NO: (713) 894-8651

41 2073


KATY FRWY
I-10
→TO HOUSTON
PEEK RD.
MASON RD.
FRY RD.
HARRIS COUNTY
FORT BEND COUNTY
PROJECT LOCATION
HIGHLAND KNOLLS BLVD
CINCO BLVD
WESTHEIMER PKWY
BUFFALO BAYOU
BARKER RESERVOIR
FM-1093
NORTH
NTS

41 2074

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

APRIL 25, 1990
L/C NO. I-404528
AMENDMENT NO. 1

Old Mill Park
A G BINE

Advising Bank

********** DIRECT **********

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

#30

Beneficiary

MAIL TO
FORT BEND COUNTY JUDGE JODIE E.
STAVINOHA OR HIS SUCCESSORS IN
OFFICE
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 MAY 22, 1991.

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

Authorized Signature

I-404528- -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

AS PER ORIGINAL 41 2075

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

AMENDMENT NO. 2

Colony Woods, Sec. 1

Advising Bank

********** DIRECT **********

APPLICANT:
SUGARLAND PROPERTIES INCORPORATED
1250 SHORELINE DRIVE, SUITE 360
SUGAR LAND, TEXAS 77478

Beneficiary

MAIL TO
FORT BEND COUNTY JUDGE JODIE E.
STAVINOHA OR HIS SUCCESSORS IN
OFFICE
RICHMOND, TEXAS 77469

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED, THE ABOVE-REFERENCED LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

1 - EXPIRATION DATE IS NOW EXTENDED TO MAY 22, 1991.

PLEASE NOTE AMENDMENT NO. 001 WAS NEVER ISSUED AND WAS MADE FOR INTERNAL BANK PURPOSES ONLY.

ALL OTHER TERMS AND CONDITIONS OF THE CREDIT REMAIN UNCHANGED.

Authorized Signature

I-404467- -006-A1-01-01-01

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

31. CONSIDER ACCEPTING PAVEMENT BOND FROM PACIFIC ENTERPRISES OIL CO. (USA) IN THE AMOUNT OF $5,000 FOR 120 DAYS BEGINNING 4-4-90, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to accept pavement bond in the amount of $5,000 from Pacific Enterprises Oil Co. (USA) for 120 days beginning 4-4-90, Pct. 2. (Recorded in minutes in full)

32. CONSIDER TAKING ACTION ON THE FOLLOWING BIDS: (1) MODIFICATION OF EXISTING MOVABLE SHELVING AND THE PURCHASE & INSTALLATION OF AN ELECTRONIC STORAGE AND RETRIEVAL SYSTEM AND CLUSTERED WORKSTATIONS (#90-17); (2) RENTAL OF ONE BROS MODEL LSPRM8A STABILIZER MIXER (#90-058):

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, the Commissioners Court finds that the best bid be awarded to NB BUSINESS SYSTEMS and authorize purchase in the amount of $160,522.00 for modification of existing movable shelving and installation of an electronic storage and retrieval system and clustered workstations. (Recorded in minutes in full)

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 R.B. EVERETT for one Bros. Model LSPRM8A and authorize monthly rental in the amount of $4,950.00. (Recorded in minutes in full)

33. APPROVE COUNTY TREASURER'S QUARTERLY REPORT:

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

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

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve bills for Fort Bend Flood Control Water Supply Corp. in the amount of $71,279.41 as presented by Kathy Hynson, County Treasurer. (Recorded in minutes in full)

35. CONSIDER ACCEPTING STREETS IN THE GROVE, SEC. 8, 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 streets in The Grove, Sec. 8, Pct. 4, and release ~~bond~~ L of C #I006212 in the amount of $102,966.30:

TIMOTHY LANE	2,130 l.f.
COLONEL COURT	1,122 l.f.
IDLEWOOD GLEN COURT	227 l.f.
PILGRIM JOURNEY	1,194 l.f.
APPLE ORCHARD DRIVE	413 l.f.
FORT RICHMOND DRIVE	413 l.f.
CARRIAGE HOUSE DRIVE	456 l.f.
COOKS WALK COURT	80 l.f.
	6,035 l.f.

36. MEET IN CLOSED SESSION TO DISCUSS LITIGATION (CHILD SUPPORT CASE) AND PERSONNEL (WAGE CLASSIFICATION), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (E,G), V.T.C.S., AND CONSIDER TAKING ACTION:

Met in closed session.

No action taken.

SAFECO

POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 9224 41 2077

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

----------EVELYN DENIHAN, Los Angeles, California----------

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 13th day of October, 19 89.

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 4th day of April, 19 90.

CCM 5/7/90
#31

41 2078

Bond No: 565 0886
Premium: $100.00

FORT BEND COUNTY ROAD AND BRIDGE

Superheavy or Oversize Permit Bond
(Annual)

THE STATE OF TEXAS
COUNTY OF FORT BEND

BOND #

KNOW ALL MEN BY THESE PRESENTS:
THAT WE, Pacific Enterprises Oil Company (USA), a corporation duly licensed to do business in the State of Texas, are held and firmly bound unto Fort Bend County, Texas, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 5th day of April, 1990 by Jere G Hayes as Vice President of PACIFIC ENTERPRISES OIL COMPANY (USA), a California corporation, on behalf of said corporation.

LISA G DAVIS NOTARY PUBLIC STATE OF TEXAS EXPIRES 05-19-93

(Seal)

Lisa G Davis
Notary Public

State of California
County of Los Angeles

On this 4th day of April in the year 1990 before me personally appeared Evelyn Denihan personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA and acknowledged to me that he subscribed the name of the said company thereto as Surety, and her own name as Attorney-in-Fact.

OFFICIAL SEAL
BETTY WALKER
Notary Public-California
LOS ANGELES COUNTY
My Commission Expires
September 20, 1993

Betty Walker

41 2079

Bond No: 565 0886
Premium: $100.00

FORT BEND COUNTY ROAD AND BRIDGE

Superheavy or Oversize Permit Bond
(Annual)

THE STATE OF TEXAS
COUNTY OF FORT BEND

BOND #

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Pacific Enterprises Oil Company (USA), a corporation duly licensed to do business in the State of Texas, are held and firmly bound unto Fort Bend County, Texas, State of Texas in the penal sum of Five Thousand and no/100 ($5,000.00) DOLLARS, to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns.

THE CONDITION OF THE ABOVE OBLIGATION is such, that the Principal will make payment to the County of Fort Bend, State of Texas of and for any and all damages that may be sustained to any road, bridge or other structure under the jurisdiction of the County of Fort Bend, State of Texas by virtue of the operation of any equipment by the said Principal, for which a permit is issued to operate.

NOW, THEREFORE, if the said Principal shall pay to the County of Fort Bend, State of Texas, any and all damages that may be sustained to any road, bridge or other structure as above recited by virtue of the operation of any equipment during a period beginning with the date of this bond and ending 120 days following, then this obligation to be null and void, otherwise to remain in full force and effect.

DATED this 4th day of April, 19 90

ATTEST:
Paul E. Fulbright
By: Paul E. Fulbright
Assistant Secretary

PRINCIPAL Pacific Enterprises Oil Company (USA)
Jere G. Hayes
By: Jere G. Hayes, Vice President

Countersigned:
Hubert Lavere Vinson
By: Hubert Lavere Vinson

SURETY Safeco Insurance Company of America
Evelyn Denihan
By: Evelyn Denihan, Attorney-in-Fact

41 2080 32/1

MODIFICATION OF EXISTING MOVABLE SHELVING AND THE PURCHASE AND INSTALLATION OF AN ELECTRONIC STORAGE AND RETRIEVAL SYSTEM AND CLUSTERED WORKSTATIONS. BID #90-017.

COMPANY	BID PRICE
N B Business Systems P O Box 79427 Houston, Texas 77279	$160,522.00

No other bids received.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: December 17, 1989 and December 24, 1989.

INDIVIDUAL NOTICES MAILED: 29

BID PACKETS PICKED UP OR MAILED: 5

BIDS RECEIVED: 1

41 2081 32/2

RENTAL OF ONE (1) BROS MODEL LSPRM8A STABILIZER MIXER. BID #90-058

COMPANY	MONTHLY RENTAL BID PRICE	TINES WEAR PER 1/4"	DELIVERY & PICK UP CHARGE	MAKE AND MODEL BID
✓ R.B. EVERETT & CO. P.O. BOX 327 HOUSTON, TX 77001	$4,950.00	$275.00	$259.94/EACH WAY	BROS LSPRM8A
CONLEY-LOTT-NICHOLS 9100 N LOOP EAST HOUSTON, TX 77029	$5,000.00	*$1,843.07 PER SET	$100.00/EACH WAY	**BOMAG MPH100S

*MACHINE COMES WITH NEW KB250 CARBIDU TINES. WHEN MACHINE IS RETURNED FROM RENTAL AND TINES ARE WORN MORE THAN HALF, CUSTOMER WILL BE CHARGED FOR NEW SET.

**BID SPECS CALL FOR A BROS MODEL LSPRM8A STABILIZER MIXER, BID IS FOR A BOMAG MODEL MPH100S; THEREFORE, BID DOES NOT MEET SPECS.

RECAPITULATION OF BID INVITIATION

LEGAL NOTICE RUN IN NEWSPAPER: April 15, 1990 and April 22, 1990.

INDIVIDUAL NOTICES MAILED: 28

BID PACKETS PICKED UP OR MAILED: 4

BIDS RECEIVED: 2

ORDER APPROVING COUNTY TREASURER'S QUARTERLY REPORT

IN THE MATTER OF THE QUARTERLY REPORT OF

KATHY HYNSON
Treasurer, Fort Bend County, Texas

IN THE COMMISSIONER'S COURT FORT BEND COUNTY

REGULAR TERM, 1990

On this 7TH day of MAY A.D., 1990, in Regular Session of the Commissioners' Court of Fort Bend County, Texas came on for examination the Quarterly Report of KATHY HYNSON, Treasurer of Fort Bend County, Texas, for the Quarter beginning on the 1ST day of JANUARY A.D., 1990, and ending on the 31ST day of MARCH A.D., 1990, filed herein on the 7TH day of MAY A.D., 1990, 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:

FORT BEND COUNTY TREASURER'S 1ST QUARTERLY REPORT 1990

	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	BANK BALANCE	INVESTMENTS	TOTAL
ROAD & BRIDGE	118,972.19	13,329,623.12	13,432,654.08	15,941.23	5,627,873.16	5,643,814.39
GENERAL	961,672.71	42,969,769.91	43,685,025.43	246,417.19	18,520,060.63	18,766,477.82
FARM/MARKET & LATERAL/ROAD	81,110.51	4,855,257.99	4,928,869.99	7,498.51	2,455,120.08	2,462,618.59
MAINTENANCE AVAILABLE	49,142.64	9,751,990.09	9,783,338.72	17,794.01	4,945,166.28	4,962,960.29
COURTHOUSE C.O.	13.63	243,917.39	243,038.71	892.31	5,860.65	6,752.96
JAIL 1979 BD.	39.73	521,749.67	521,722.51	66.89	22,314.98	22,381.87
ANNEX C.O.	68.28	1,094,028.83	1,093,958.04	139.07	204,084.80	204,223.87
SUB-TOTAL (TAX RATE FUNDS):	1,211,019.69	72,766,337.00	73,688,607.48	288,749.21	31,780,480.58	32,069,229.79
UTRB 62-66	0.00	43,097.96	42,456.86	641.10	42,456.86	43,097.96
CITY WATER ASSISTANCE	1,882.09	600.00	34.34	2,447.75	0.00	2,447.75
TEM. EMERGENCY RELIEF PROG.	7,021.38	751.66	7,021.38	751.66	0.00	751.66
DISTRICT ATTORNEY'S URESA	150.00	0.00	0.00	150.00	0.00	150.00
D.A.BAD CHECK COLLECTION FEE	697.44	87,942.49	87,158.51	1,481.42	24,080.32	25,561.74
ENTEX CONTRIBUTION	3,337.98	1,163.00	3,445.62	1,055.36	0.00	1,055.36
HOUSTON LIGHTING & POWER	3,891.86	4,472.00	5,056.89	3,306.97	0.00	3,306.97
LATERAL ROAD	0.00	113,592.49	113,592.49	0.00	78,024.13	78,024.13
COUNTY LAW LIBRARY	3,303.59	178,445.82	181,693.91	55.50	60,566.64	60,622.14
LAW ENFORCEMENT ACADEMY	1,364.64	122,168.71	118,504.50	5,028.85	20,006.07	25,034.92
AMBULANCE PARAMEDICS	0.00	10,874.29	10,000.00	874.29	5,000.00	5,874.29
D.A.SUPPLEMENTAL SALARY	16.09	7,065.87	7,732.78	(650.82)	0.00	(650.82)
MARY GRILLO MEMORIAL	712.12	0.00	0.00	712.12	0.00	712.12
LIBRARY DONATIONS	0.00	51,054.04	50,749.05	304.99	24,843.65	25,148.64
EMERGENCY FOOD & SHELTER	0.00	112,632.00	56,036.49	56,595.51	0.00	56,595.51
MISSION WEST PARK PCT.3	1,157.16	110,801.78	110,036.00	1,922.94	110,000.00	111,922.94

FORT BEND COUNTY TREASURER'S 1ST QUARTERLY REPORT 1990

	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	BANK BALANCE	INVESTMENTS	TOTAL
MARJORIE BAILEY MEMORIAL	0.00	0.00	0.00	0.00	0.00	0.00
NARCOTICS FUND	779.35	569,012.52	569,409.44	382.43	131,227.99	131,610.42
PRIMARY ELECTIONS	11,926.86	23,000.00	10,410.11	24,516.75	0.00	24,516.75
D.W.I.VIDEO FEE	15,898.19	1,530.00	0.00	17,428.19	0.00	17,428.19
PROBATE/COURT TRAINING	606.61	315.00	0.00	921.61	0.00	921.61
DISTRICT CLERK/TDC	3,198.90	3,000.00	1,616.25	4,582.65	0.00	4,582.65
VOTER REGISTRATION	224.00	5,926.86	979.01	5,171.85	0.00	5,171.85
JUVENILE PROBATION SPECIAL	13,756.96	1,120.00	0.00	14,876.96	0.00	14,876.96
D.A.SPECIAL	271.00	248,559.70	248,830.70	0.00	61,707.69	61,707.69
GUS GEORGE MEMORIAL	0.00	32,477.82	32,477.82	0.00	8,379.66	8,379.66
DISTRICT ADULT I.S.P.	20,559.86	0.00	0.00	20,559.86	0.00	20,559.86
DISTRICT ADULT PROBATION	61.01	714,100.80	673,319.06	40,842.75	264,223.31	305,066.06
UPPER OYSTER CREEK	26,237.57	0.00	0.00	26,237.57	0.00	26,237.57
CAPITAL IMPROVEMENTS	4,090.27	0.00	0.00	4,090.27	0.00	4,090.27
LOWER OYSTER CREEK	2,818.69	0.00	651.00	2,167.69	0.00	2,167.69
COURTHOUSE ANNEX BLDG.	0.00	9,357.00	7,575.34	1,781.66	0.00	1,781.66
GRAND MISSION C	91,133.08	0.00	0.00	91,133.08	0.00	91,133.08
BRIDGE IMPROVEMENT	24.38	545,147.02	545,171.40	(0.00)	274,269.41	274,269.41
PCT.3 MAINTENANCE FACILITY	0.00	13,646.23	13,646.23	0.00	2,182.71	2,182.71
FLATBANK CREEK	0.00	0.00	0.00	0.00	0.00	0.00
BIG CREEK	60,977.75	1,249,173.86	1,310,151.61	0.00	645,898.51	645,898.51
DRY CREEK BRIDGE	0.00	137,311.08	137,311.08	0.00	69,082.70	69,082.70
CENTRAL STORE	10,563.01	10,673.59	14,822.33	6,414.27	0.00	6,414.27
IMPACT FEES	83,075.48	102,350.07	184,128.00	1,297.55	0.00	1,297.55
BAIL BOND SECURITIES	0.00	2,550.64	2,550.64	0.00	2,550.64	2,550.64

FORT BEND COUNTY TREASURER'S 1ST QUARTERLY REPORT 1990

	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	BANK BALANCE	INVESTMENTS	TOTAL
F.I.C.A. RECOVERY	0.00	4,916.92	4,916.92	0.00	4,916.92	4,916.92
CVCF	25,762.00	28,873.00	25,762.00	28,873.00	0.00	28,873.00
APPELLATE JUDICIAL	30,231.00	3,890.00	0.00	34,121.00	0.00	34,121.00
ON-SITE WASTEWATER	270.00	380.00	390.00	260.00	0.00	260.00
JUDICIAL COURT TRAINING	4,954.00	5,029.00	4,954.00	5,029.00	0.00	5,029.00
CJPF	28,493.50	28,201.50	28,493.50	28,201.50	0.00	28,201.50
JUVENILE PROBATION DIVERSION	420.00	260.00	420.00	260.00	0.00	260.00
DPS-ARREST FEES	14,476.50	17,797.00	14,476.50	17,797.00	0.00	17,797.00
TAX COLLECTOR	0.00	0.00	0.00	0.00	0.00	0.00
LEOSE	7,404.00	7,523.50	7,404.00	7,523.50	0.00	7,523.50
OPERATORS/CHAUFFEURS	13,898.00	18,149.00	14,079.50	17,967.50	0.00	17,967.50
CRIME STOPPERS	116.00	366.00	116.00	366.00	0.00	366.00
JUVENILE PROBATION I.S.P.	0.00	15,392.78	15,392.78	0.00	3,038.73	3,038.73
JUVENILE PROBATION	3,250.00	100,891.21	104,141.21	0.00	28,073.71	28,073.71
INSURANCE ESCROW	808.16	2,168,666.56	2,168,172.72	1,302.00	739,214.48	740,516.48
SUB-TOTALS (OPERATING ACCT):	499,820.48	79,680,587.77	80,623,895.45	767,532.49	34,380,224.71	35,147,757.20
EMPLOYEES BENEFIT	86,474.14	4,458,754.08	4,359,197.26	186,030.96	2,180,000.00	2,366,030.96
PAYROLL	1,018,624.71	6,414,799.56	7,403,607.99	29,816.28	65,000.00	94,816.28
FBC 125 BENEFITS	7,392.88	9,368.73	12,521.79	4,239.82	0.00	4,239.82
FIFTH STREET-WATER	12,952.25	0.00	1,557.00	11,395.25	0.00	11,395.25
FIFTH STREET-SEWER I	105.60	3,041.10	3,146.70	0.00	0.00	0.00
FIFTH STREET-SEWER II	21,688.10	15,500.00	33,525.20	3,662.90	0.00	3,662.90
SUB-TOTALS (MISC):	1,147,237.68	10,901,463.47	11,813,555.94	235,145.21	2,245,000.00	2,480,145.21

FORT BEND COUNTY TREASURER'S 1ST QUARTERLY REPORT 1990

	BEGINNING FUND BALANCE	RECEIPTS	DISBURSEMENTS	BANK BALANCE	INVESTMENTS	TOTAL
FBFCWSC:						
CONSTRUCTION/INNTEREST INCOME	538.62	348,175.65	344,599.33	4,114.94	182,016.98	186,131.92
CONSTRUCTION	184,624.09	4,829,684.37	4,939,765.47	74,542.99	2,089,061.54	2,163,604.53
DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
SUB-TOTALS (FBFCWSC):	185,162.71	5,177,860.02	5,284,364.80	78,657.93	2,271,078.52	2,349,736.45
FEE OFFICERS	394,727.53	1,080,919.14	1,150,536.10	325,110.57	0.00	325,110.57
GRAND TOTAL	2,226,948.40	96,840,830.40	98,872,352.29	1,406,446.20	38,896,303.23	40,302,749.43

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 7TH day of MAY A.D., 1990. Sworn to and Subscribed before me, by JODIE E. STAVINOHA, County Judge, and BUD O'SHIELES, and BEN DENHAM, and ALTON PRESSLEY, and BOB LUTTS County Commissioners of said Fort Bend County, each respectively, on this, the 7TH day MAY A.D., 1990.

Jodie E. Stavinoha
COUNTY JUDGE

Bud O'Shieles,
COMMISSIONER PCT. #1

Ben Denham,
COMMISSIONER PCT. #2

Alton B. Pressley,
COMMISSIONER PCT. #3

Bob Lutts,
COMMISSIONER PCT. #4

Dianne Wilson,
County Clerk

_____,

SUBMITTED BY: KATHY HYNSON, TREASURER

41 2088 34

FORT BEND FLOOD CONTROL WATER SUPPLY CORPORATION

BILLS TO BE PAID

APRIL, 1990

Don L. Russell	100.00
Paul J. Council	200.00
A.J. Colbert	100.00
Charles F. Howard	100.00
Rick Zapalac	200.00
Lichliter/Jameson	57,322.03
Hassell Construction	12,656.25
McBride Ratcliff & Associates	581.13
Federal Express	20.00
Total	$ 71,279.41

RECEIVED MAY 3 1990

35

41 2089

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

May 1, 1990

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

Re: Grove, Section 8 - Street Inspection

Dear Sir:

Final inspection in the above referenced subdivision was completed May 1, 1990, on the following streets and all deficiencies have been corrected.

Street Name	Length
Timothy Lane	2,130 l.f.
Colonel Court	1,122 l.f.
Idlewood Glen Court	227 l.f.
Pilgrim Journey	1,194 l.f.
Apple Orchard Drive	413 l.f.
Fort Richmond Drive	413 l.f.
Carriage House Drive	456 l.f.
Cooks Walk Court	80 l.f.
Total	6,035 l.f.

Bond # - I006212 Amount $102,966.30

If you have any questions, please call.

Sincerely,

Karl E. Baker

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

KEB/mk

cc: file
Mr. Bobby Jones, Jones & Carter, Inc.

RECESS:

Commissioners Court recessed at 11:20 a.m. for Fort Bend Parkway Road District. (See attached minutes)

37. 1:30 P.M.-OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) RENTAL OF WORK UNIFORMS (#90-038); (2) MAINTENANCE SERVICE FOR HEWLETT PACKARD PRINTERS (#90-045); (3) BRIDGE MATERIALS (#90-046); (4) CULVERTS (#90-047); (5) WEED, BRUSH & INSECT CONTROL MATERIALS (#90-048):

Rental of work uniforms #90-038):

The following bids were presented to Commissioners Court for review.

A) ARATEX SERVICES INC. $ 78,337.50
B) DICKIES WORK CLOTHES $ 63,150.00

Maintenance service for Hewlett Packard printers (#90-038):

The following bids were presented to Commissioners Court for review.

A) AHT SERVICES, INC. $ 390.00
B) EAGLE COMPUTER $ 595.00

Bridge materials (#90-046):

The following bids were presented to Commissioners Court for review.

A) COLFAX CREOSOTING CO.
B) CONROE CREOSOTING COMPANY
C) KENNEDY SAW MILLS, INC.

Culverts (#90-047):

The following bids were presented to Commissioners Court for review.

A) CALDWELL CULVERT CO.
B) CONTECH CONSTRUCTION PRODUCTS, INC.
C) GIFFORD-HILL & CO., INC.
D) HASARA CULVERT & CONTRACTING, INC.
E) METAL CULVERTS, INC. TEXAS DIVISION
F) PARKER BROTHERS & CO., INC.
G) SEABREEZE CULVERT, INC.
H) SOUTH HOUSTON CONCRETE PIPE CO.
I) WILSON CULVERTS, INC.
J) WYATT METAL DRAINAGE PRODUCTS, INC.

Weed, brush & insect control materials (#90-048):

The following bids were presented to Commissioners Court for review.

A) B&G CHEMICAL AND EQUIPMENT CO.
B) DAMON FARM-RANCH SERVICE CENTER
C) EL CAMPO SPRAYING SERVICE
D) ESTES CHEMICALS, INC.
E) GOLDTHWAITE'S OF TEXAS, INC.
F) PREMIUM SUPPLY CO. INC.
G) PUBLIC HEALTH EQUIPMENT & SUPPLY
H) TIMBERLAND ENTERPRISES, INC.
I) VAN WATERS & ROGERS CHEMICAL CO.
J) WILBUR-ELLIS/TIDE DIVISION

38. 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.

CONTRACT FOR RENTAL WORK UNIFORMS FOR CERTAIN FORT BEND COUNTY EMPLOYEES 41 2091
BID NUMBER 90-038

COMPANY	
ADMIRAL LINEN AND UNIFORM SERVICE	
ADMIRAL LINEN AND UNIFORM SERVICE, INC.	
ADMIRAL UNIFORM SERVICE	
AL'S UNIFORM SUPPLY, LTD.	
ARATEX SERVICES INC ✓	$78,337.50
BEST INDUSTRIAL UNIFORM SUPPLY CO.	
CLASSIC EMBROIDERY DIE CUT & EMBLEM	
DICKIES WORK CLOTHES RENTAL SERVICE ✓	$63,150.00
DIXIE U.S.A., INC.	
FACTORY SALES UNIFORM CO	
GEORGE WENICK AND ASSOCIATES INC	
GORMAN UNIFORM RENTAL	
SIR'S UNIFORMS	
TEXAS INDUSTRIAL SERVICE	
UNIFORMS OF TEXAS	
US UNIFORM SUPPLY	
ZUMO CORPORATION	

CONTRACT FOR MAINTENANCE SERVICE OF HEWLETT PACKARD PRINTERS
BID NUMBER 90-045

COMPANY	
~~A.B. DICK COMPANY~~	
AHT SERVICES, INC. ✓	390.00 each
ALL AMERICAN TYPEWRITER	
AMERICAN BUSINESS TECHNOLOGIES, INC.	
BREWINGTON, INC.	
BUSINESS EQUIPMENT OF HOUSTON, INC.	
BUSINESS MACHINES PLUS	
CENTURY BUSINESS EQUIPMENT, INC.	
COMPUTER INOVATIONS	
~~COPY PLUS SYSTEM, INC.~~	
DANKA BUSINESS SYSTEM	
DAVIS BUSINESS MACHINES, INC.	
DEAN WILLIAMS BUSINESS MACHINES, INC.	
DIRECT TECHNOLOGY	
HARTWELL'S OFFICE WORLD	
HEWLETT PACKARD	Eagle Computer
~~IMAGETECK CORP.~~	
IMAGETEK CORP.	595.00 each
INTELLIGENT OFFICE SYSTEMS, INC.	
INTERNATIONAL BUSINESS MACHINES, INC.	
~~KOPI-R SERVICES~~	
OFFICE PRODUCT SERVICES	
PROSYS INTERNATIONAL, INC.	
ROSENBERG OFFICE SUPPLY CO.	
RPM DATA SYSTEMS, INC.	
SOP, INC.	
TWD BUSINESS SYSTEMS, INC.	

CONTRACT FOR MAINTENANCE SERVICE OF HEWLETT PACKARD PRINTERS
BID NUMBER 90-045

COMPANY
WALLACE BUSINESS EQUIPMENT, INC.

CONTRACT FOR THE PURCHASE OF BRIDGE MATERIALS. BID NUMBER 90-046

COMPANY
BOETTCHER-HLAVINKA CO.
COLFAX CREOSOTING CO.
CONROE CREOSOTING COMPANY
CONTECH CONSTRUCTION PRODUCTS, INC.
FLEXICORE OF TEXAS, INC.
FRESNO-LEGRAND, INC.
HASARA CULVERT & CONTRACTING, INC.
KENNEDY SAW MILLS, INC.
LODGE LUMBER CO., INC.
LUFKIN CREOSOTING CO., INC.
METAL CULVERTS, INC. TEXAS DIVISION
PRIME EQUIPMENT CO
RITTER FOREST PRODUCTS
SAFETY LIGHTS COMPANY
SHEPLER EQUIPMENT CO., INC.
STAR CONCRETE CONSTRUCTION, INC.
TEXAS INDUSTRIES, INC.
WYATT METAL DRAINAGE PRODUCTS, INC.

41 2095

CONTRACT FOR THE PURCHASE OF CULVERTS. BID NUMBER 90-047

COMPANY

ADVANCED CONCRETE PRODUCTS

C.T. BUILDERS DBA C.T. CONSTRUCTION

CALDWELL CULVERT COMPANY ✓

CIERRA PIPE INC

CONROE CREOSOTING COMPANY

CONTECH CONSTRUCTION PRODUCTS, INC. ✓

GIFFORD-HILL & CO., INC. ✓

HASARA CULVERT & CONTRACTING, INC. ✓

HUNTER WELDING, INC.

HYDRO CONDUIT

JIM BRICE, INC. DBA PRICE CO.

METAL CULVERTS, INC. TEXAS DIVISION ✓

NEEDVILLE CONCRETE PIPE

PARKER BROTHERS & CO., INC. ✓

PRICE COMPANY

SEABREEZE CULVERT, INC. ✓

SHEPLER EQUIPMENT CO., INC.

SOUTH HOUSTON CONCRETE PIPE CO. ✓

STABILIZED MATERIALS CO., INC.

STEEL CULVERTS, INC.

TEXAS IRRIGATION AND PIPE

W.R. FLORA AND SONS, INC.

WALLIS CONCRETE

WILSON CULVERTS, INC. ✓

WYATT METAL DRAINAGE PRODUCTS, INC. ✓

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

COMPANY
AIRWICK/AIRKEM PROFESSIONAL
ALLSTATE CHEMICAL CORP.
AMERI-CHEM
ARCHEM, INC.
ARROW INTERNATIONAL
B & G CHEMCIAL AND EQUIPMENT CO. ✓
BANNER LABS, INC.
BOETTCHER-HLAVINKA CO.
BRADY ASSOCIATES
CARE LABORATORIES, INC.
CENTURY PAPERS, INC.
CERTIFIED LABS
CHEM CARE
CHEM SPRAY, INC.
CHEMLAWN SERVICES
CITY FARMER
CRAIN CHEMICAL COMPANY
DAMON FARM-RANCH SERVICE CENTER ✓
DAW MASCHECK SALES
DE LA ROSE BUILDING MAINTENACE
DIXIE CHEMICAL COMPANY
E & H MANUFACTURING & SUPPLY
EL CAMPO SPRAYING SERVICE ✓
ESTES CHEMICALS, INC. ✓
GOLDTHWAITE'S OF TEXAS, INC. ✓
GULF COAST PAPER CO., INC.
HARPOOL SEED, INC.

41 2097

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

COMPANY
HUNTINGTON LABORATORIES - SOUTHWEST, INC.
J & B CHEMICAL CO., INC.
KATY OVERHEAD DOORS
L & A PRODUCTS OF HOUSTON INC
MALTER INTERNATIONAL
MALTZ PAPER AND CHEMICAL, INC.
MORSE WHOLESALE
NATIONAL CHEMSEARCH DIVISION OF NCH CORPORATION
OIL CENTER RESEARCH, INC.
ORKIN PEST CONTROL, INC.
PANTHER INDUSTRIES, INC.
PARKWAY RESEARCH CORP.
PENETONE CORPORATION
PHB MAINTENANCE SUPPLIES
PREMIUM SUPPLY COMPANY, INC.
PUBLIC HEALTH EQUIPMENT & SUPPLY
R W TOOLS AND SUPPLY COMPANY
ROSENBERG JANITORIAL SUPPLY CO.
S.K.Y. ENTERPRISES
S.R.C. LABORATORIES, INC.
SANIVAC, INC.
SEED AND TURF
SHARE CORP.
SOUTH COAST ENTERPRISES
STANDARD LABORATORIES, INC.
STAR SALES SERVICE, INC.
TANK MASTER, INC.

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

COMPANY
TERRA INTERNATIONAL
THE GLOVE COMPANY
TIDE PRODUCTS
TIMBERLAND ENTERPRISES, INC. ✓
UNITED LABORATORIES
VAN WATERS & ROGERS CHEMICAL CO. ✓
WALLSTREET INTERNATIONAL, INC.
WILBUR-ELLIS CO.
WILBUR-ELLIS CO./TIDE DIVISION
WILBUR-ELLIS/TIDE DIVISION ✓

38

41 2099

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990

On this the _____ day of _____, 1990 at a _____ Session of the Commissioners Court with the following present:

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

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

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

County Auditor

Date: _____

Time Reconvened: _____

Time Adjourned or Recessed: _____

39. ADJOURNMENT:

Commissioners Court adjourned at 1:55 p.m. Monday, May 7, 1990.

THURSDAY, MAY 10, 1990:

Fort Bend County Commissioners Court met Thursday, May 10, 1990 at 3:00 p.m. at 1004 Blume Rd., Rosenberg, Texas to tour the recently purchased Drainage District facilities 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

Building was inspected.

No action taken.

Commissioners meeting was adjourned at 3:15 p.m. Thursday, May 10, 1990.

FORT BEND PARKWAY ROAD DISTRICT

NOTICE OF MEETING

Notice is hereby given that the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend Parkway Road District, will hold a special meeting on Monday, May 7, 1990, at 11:00 o'clock a.m., in the Commissioners Court Room on the 1st floor of the Fort Bend County Courthouse Annex, 500 Jackson Street, Richmond, Texas 77469 for the following purposes:

1. Consider and possibly take action on an Order requesting the Fort Bend Central Appraisal District to provide a January 1, 1990 estimate of value for taxable property within the boundaries of the District

2. Consider and possibly take action on an Order authorizing TaxTech and its representatives to act on behalf of the District on matters dealing with the Fort Bend Central Appraisal District

3. Consider and possibly take action on an order accepting the property owners' waivers of agricultural use designation for the District

4. Consider and possibly take action on an order designating a Records Management Officer

FILED FOR RECORD
TIME 5:00 ~~A.M.~~ P.M.
MAY 3 1990

Jodie E. Stavinoha
Jodie E. Stavinoha
County Judge

(SEAL)

Diane Wilson
County Clerk, Fort Bend Co., Tex

Posted 3:10 p.m. / N. Landry

0189:2173
\FBRD1\AGENDA

FORT BEND PARKWAY ROAD DISTRICT

BE IT REMEMBERED That on this 7th day MAY, 1990 FORT BEND PARKWAY ROAD DISTRICT met in special session 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 AN ORDER REQUESTING THE FORT BEND CENTRAL APPRAISAL DISTRICT TO PROVIDE A JANUARY 1, 1990 ESTIMATE OF VALUE FOR TAXABLE PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt the order with corrections to Sec.2, requesting the Fort Bend Central Appraisal District to provide a January 1, 1990 estimate of value for taxable property within the boundaries of the District. (Recorded in minutes in full)

2) CONSIDER AND POSSIBLY TAKE ACTION ON AN ORDER AUTHORIZING TAXTECH AND ITS REPRESENTATIVES TO ACT ON BEHALF OF THE DISTRICT ON MATTERS DEALING WITH THE FORT BEND CENTRAL APPRAISAL DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt the order authorizing TaxTech and its representatives to act on behalf of the District on matters dealing with the Fort Bend Central Appraisal District. (Recorded in minutes in full)

3) CONSIDER AND POSSIBLY TAKE ACTION ON AN ORDER ACCEPTING THE PROPERTY OWNERS' WAIVERS OF AGRICULTURAL USE DESIGNATION FOR THE DISTRICT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to adopt the order accepting the property owners' waivers of agricultural use designation for the district. (Recorded in minutes in full)

4) CONSIDER AND POSSIBLY TAKE ACTION ON AN ORDER DESIGNATING A RECORDS MANAGEMENT OFFICER:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to designate Dianne Wilson, County Clerk as the Records Management Officer for the district.

41 2103

8 FBPRD

VINSON & ELKINS
ATTORNEYS AT LAW
3300 FIRST CITY TOWER
1001 FANNIN
HOUSTON, TEXAS 77002-6760
TELEPHONE 713 651-2222 TELEX 762146

THE WILLARD OFFICE BUILDING
1455 PENNSYLVANIA AVE. N.W.
WASHINGTON, D.C. 20004-1007
TELEPHONE 202 639-6500 TELEX 89680

47 CHARLES ST., BERKELEY SQUARE
LONDON W1X 7PB, ENGLAND
TELEPHONE 011 44 1 491-7236
CABLE VINELKINS LONDON W1-TELEX 24140

FIRST CITY CENTRE
816 CONGRESS AVENUE
AUSTIN, TEXAS 78701-2496
TELEPHONE 512 495-8400

3700 TRAMMELL CROW CENTER
2001 ROSS AVENUE
DALLAS, TEXAS 75201-2916
TELEPHONE 214 220-7700

May 2, 1990

Ms. Norma Landry
Office of the Fort Bend County Judge
P. O. Box 368
Richmond, TX 77469

Re: Orders for Fort Bend Parkway Road District Meeting on May 7, 1990

Dear Norma:

Enclosed are copies of the proposed orders to be considered at the meeting on May 7, 1990.

Thanks for your help and if anything further is required at this time, please advise.

Very truly yours,

VINSON & ELKINS

Robert R. Randolph

2173
\WP50\FBRD1\LTRS\LANDRY.06
Enclosures

cc: Dianne Wilson, County Clerk
Mr. Ben G. Denham
Mr. Larry D. Wagenbach
Mr. Ed Grosso
Mr. Costas Georghiou

FILED
'90 MAY -4 A8:25
Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

FBPRD

41 2104

ORDER REQUESTING APPRAISAL, CERTIFICATE OF APPRAISED VALUE, AND APPRAISAL ROLL

WHEREAS, Fort Bend Parkway Road District (the "District") is a taxing unit located within Fort Bend County, Texas; and

WHEREAS, the Fort Bend Central Appraisal District (the "Appraisal District") is responsible for the appraisal of all property within the District on January 1, 1990; and

WHEREAS, Section 26.01 of the Texas Property Tax Code provides that the chief appraiser shall prepare and certify an appraisal roll to the District that lists the property taxable by the unit; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, acting as governing body of the District, has determined that it requires an Appraisal Roll for all taxable property within the District on January 1, 1990; Now, Therefore,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1: The County Judge is hereby authorized and directed to make application to the Appraisal District requesting an appraisal roll listing all property taxable by the District as of January 1, 1990.

Section 2: The County Judge, the ~~District's~~ County Tax Assessor/Collector, District's Tax Consultant (TAX-TECH, INC.) ~~(Tax-Tech, Inc.)~~ and the District's attorneys (Vinson & Elkins), are authorized and directed to do any and all actions necessary and proper in connection with this application.

Section 3: A certified copy of this resolution shall constitute an application to the Appraisal District requesting an appraisal roll for the unit listing all property taxable by the District as of January 1, 1990.

Section 4: Sufficient written notice of the date, hour, place, and subject of the meeting of the District 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 7th day of May, 1990.

Jodie E. Stavinoha
County Judge

ATTEST:

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

(SEAL)

0189:2173
\WP50\FBRD1\CMCTORD\APPRAISL.90

ORDER DESIGNATING TAX CONSULTANT TO ACT ON BEHALF OF FORT BEND PARKWAY ROAD DISTRICT ON MATTERS DEALING WITH THE APPRAISAL DISTRICT

WHEREAS, the Commissioners Court of Fort Bend County, Texas, acting as governing body of the Fort Bend Parkway Road District (the "District"), has determined that it would be in the best interest of the District to designate a tax consultant to act on its behalf on matters dealing with the Fort Bend Central Appraisal District; and

WHEREAS, the District has determined that Tax-Tech, Inc., and its representatives, is the firm that the District feels will provide the required services dealing with the Appraisal District;

BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1. Tax-Tech, Inc., and its representatives, are hereby designated to act on behalf of the District on matters dealing with the Fort Bend Central Appraisal District.

Section 2. Copies of this Order shall be recorded in the minutes of this Court.

Section 3. Sufficient written notice of the date, hour, place, and subject of the meeting of the District 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, APPROVED AND ADOPTED this 7th day of May, 1990.

ATTEST:

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

Jodie E. Stavinoha
County Judge

(SEAL)

0189:2173
\WP50\FBRD1\CMCTORD\TAXCONS

41 2107 FBPRD 3

ORDER ACCEPTING PROPERTY OWNERS' WAIVERS OF AGRICULTURAL USE DESIGNATION AS TO FORT BEND PARKWAY ROAD DISTRICT

R E C I T A L S

Fort Bend Parkway Road District (formerly Fort Bend County Road District No. 1) was created by Order of the Commissioners Court of Fort Bend County, Texas on October 16, 1989.

At an election held on January 20, 1990, the qualified voters in Fort Bend Parkway Road District (the "District") authorized the Commissioners Court to issue $4,500,000 road bonds of the District (the "Bonds") for the purposes of paying the cost of the acquisition of rights-of-way and a portion of the cost of design and construction of State Highway 122 (the "Fort Bend Parkway"), a controlled-access highway, serving the District.

Certain property owners within the District have determined that their property will be greatly benefited by the construction of the Fort Bend Parkway and wish to waive their agriculture use appraisal as to the District.

Attached to this Order are copies of all waivers which have been executed by property owners waiving their agriculture use appraisal as to the District.

The District deems it advisable to accept these waivers for the benefit of the District.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF THE FORT BEND COUNTY, TEXAS, THAT:

Section 1. The waivers of agriculture use appraisal of the property owners presented at this meeting are hereby accepted by the Commissioners Court and the County Judge is authorized to execute the waivers for and on behalf of the District.

Section 2. A copy of this Order shall be recorded in the minutes of this meeting.

Section 3. Sufficient written notice of the date, hour, place, and subject of the meeting of the District 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 7th day of May, 1990.

Jodie E. Stavinoha
County Judge

ATTEST:

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

(SEAL)

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41 2109 FBPRD 4

ORDER ESTABLISHING A RECORDS MANAGEMENT PROGRAM
AND
DESIGNATING A RECORDS MANAGEMENT OFFICER

WHEREAS, Section 201 et. seq., of the Texas Local Government Code (the "Code") provides that a local unit of government must establish by Order an active and continuing Records Management Program to be administered by a Records Management Officer; and

WHEREAS, Fort Bend Parkway Road District (the "District") is a local unit of government within the meaning of the Code; and

WHEREAS, the Commissioners Court of Fort Bend County, Texas, acting as governing body of the District, desires to adopt an Order for the purpose of complying with the Code and to prescribe policies and procedures consistent with the Code for the effective and efficient permanent retention of all District records; Now, therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF FORT BEND COUNTY, TEXAS, THAT:

Section 1. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the State of Texas, created, received or maintained by the District or any of its officers, employees or consultants pursuant to law or in the transaction of public business ("Records") are hereby declared to be the records of the District and shall be created, maintained, and disposed of in accordance with the provisions of this Order or procedures authorized by it and in no other manner.

Section 2. All Records are hereby declared to be the property of the District, and as such are public. No district official, employee or consultant has, by virtue of his or her position, any personal or property right to such Records even though he or she may have developed, compiled or maintained them. The unauthorized destruction, removal from files, or use of such records is prohibited.

Section 3. DIANNE WILSON, COUNTY CLERK shall serve as Records Management Officer for the District. The District's Records Management Officer shall file the designation with the Director and Librarian of the Texas State Library within thirty (30) days of the initial designation or of taking up the office, as applicable.

Section 4. It is the duty of the Records Management Officer to adequately protect the records of the District and to properly preserve the records of the District.

Section 5. All District officers, employees and consultants who develop, compile or temporarily maintain District Records shall forward all Records to the Records Management Officer, as soon as practicable.

Section 6. The District's Records Management Officer is to work with the District's officers, employees and consultants to assure that all District Records are retained permanently.

Section 7. The District's Records Management Officer is authorized and directed to do any and all things necessary and proper to carry out this Order and any other duties required by the Records Management Officer under state law.

Section 8. Sufficient written notice of the date, hour, place, and subject of the meeting of the District 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, APPROVED AND ADOPTED this 7th day of May, 1990.

Jodie E. Stavinoha
County Judge

ATTEST:

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

(SEAL)

0189:2173
\WP50\FBRD1\CMCTORD\RCDSMGT

FBPRD

#3

41 2111

WAIVER OF AGRICULTURE USE APPRAISAL AS TO FORT BEND PARKWAY ROAD DISTRICT (FORMERLY FORT BEND COUNTY ROAD DISTRICT NO. 1)

RECITALS

Fort Bend Parkway Road District (formerly Fort Bend County Road District No. 1) was created by Order of the Commissioners Court of Fort Bend County, Texas on October 16, 1989.

At an election held on January 20, 1990, the qualified voters in Fort Bend Parkway Road District (the "District") authorized the Commissioners Court to issue $4,500,000 road bonds of the District (the "Bonds") for the purposes of paying the cost of the acquisition of rights-of-way and a portion of the cost of design and construction of State Highway 122 (the "Fort Bend Parkway"), a controlled-access highway, serving the District.

The person or entity executing this Waiver as owner (the "Owner") of the property described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") has determined that the Property will be greatly benefited by the construction of the Fort Bend Parkway.

The Property is presently designated by the Fort Bend County Central Appraisal District for its agricultural use and is appraised for purposes of ad valorem taxation by taxing entities in Fort Bend County at its value based on the land capacity to produce agricultural products pursuant to the provisions of Chapter 23 Property Tax Code.

Much of the other land within the District is also designated for agricultural use and appraised at its value based on that land's capacity to produce agricultural products.

Unless the owners of property in the District agree to waive their right of special appraisal for agricultural use as to the District, the District does not have adequate value for tax purposes to sell the Bonds at favorable interest rates.

Owner has determined that it is to its benefit and will increase the value of the Property if the Fort Bend Parkway is constructed by the Texas Department of Highways and Public Transportation and that it is to Owner's benefit to waive its right to special appraisal for agricultural use for taxation by the District.

Sections 23.20 and 23.21, Vernon's Texas Property Code, authorize a property owner to waive its right to special appraisal of property as to one taxing unit without waiving its right to special appraisal as to other taxing units.

THEREFORE, FOR AND IN CONSIDERATION OF PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Owner agrees to waive its right to special appraisal of the Property provided by Subchapters C, D, E, F or G of Chapter 23, Texas Property Code, as to the District, for the tax year 1990 and for each tax year thereafter until the occurrence of the earlier of the following events:

   a. the Bonds of the District including any refunding bonds have been paid in full; or

   b. tax year 2015.

   The Owner further agrees that the District may levy ad valorem taxes on the Property and any improvements thereon or additions thereto at fair market value as determined by the Texas Property Tax Code during this period.

2. Owner's waiver of the right to special appraisal shall be a waiver of the right of special appraisal solely for the District and shall not be deemed to constitute a waiver of the right to special appraisal provided by Subchapters C, D, E, F or G of the Property Tax Code as to Fort Bend County or any other municipal corporation or political subdivision in Fort Bend County other than the District.

3. This Waiver shall be binding upon the Owner and any successor to the Owner of all or any part of the Property and may not be revoked except on the approval of the Commissioners Court of Fort Bend County and then only on the finding by the Commissioners Court of Fort Bend County that the revocation of the Waiver would not materially impair the Bonds or other contractual debt obligations of the District payable wholly or partially from ad valorem taxes.

4. The District agrees to use its best efforts to sell the Bonds from time to time, to complete the design of the Fort Bend Parkway and the acquisition of the required right-of-way for the Fort Bend Parkway. The District further agrees to use its best efforts to cause the Texas Department of Highways and Public Transportation to construct the Fort Bend Parkway to serve the area within the District.

The Waiver shall not constitute a change of use of the Property or diversion of the Property to another use for purposes of imposition of additional taxes under Subchapters C, D, E, F or G of Chapter 23 of the Texas Property Code.

This Waiver is executed for the benefit of the District, the other property owners and taxpayers in the District and owners and holders of the Bonds of the District from time to time.

OWNER

By: Larry B. Briggs

FORT BEND PARKWAY ROAD DISTRICT

By: X Judge E. Stanworth
County Judge

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on APRIL 2, 1990 by LARRY B. BRIGGS.

MARY H. ROBERTSON
Notary Public, State of Texas
My Commission Expires
08/22/93.

(SEAL)

Mary H. Robertson
Notary Public in and for
The State of Texas

MARY H. ROBERTSON
(Printed or Typed Name of Notary)

My Commission Expires:

8-22-1993

0189:2891
\FBRD1\AGWAIVER

STATE OF TEXAS §
§
COUNTY OF FORT BEND COUNTY §

This instrument was acknowledged before me on May 8, 1990 by Jodie E. Stavinoha, the County Judge of Fort Bend County, representing the governing body of the Fort Bend Parkway Road District.

Sharon A. Chapman
Notary Public in and for
The State of Texas

(Printed or Typed Name of Notary)

My Commission Expires:

6-4-91

NOTARY PUBLIC STATE OF TEXAS
SHARON A. CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-4-91
(SEAL)

0189:2891
\FBRD1\AGWAIVER

EXHIBIT A-1

AS PER ORIGINAL

41 2115

A Field Note Description of 106.70 Acres of Land out of the Lela D. Stokes and Harry H. McCurdy Tract described in Volume 191, page 345, Deed Records, and being in the Moses Shipman League, Abstract 86, Fort Bend County, Texas.

For Connection Begin at a point marking the intersection of the South line of Trammell-Fresno Road and the Northeast line of State Highway No. 6 (100 feet wide); THENCE, North 89° 21' 10" East, 86.3 feet along the South line of said Trammell-Fresno Road to a corner post found marking the Northwest corner of and place of beginning for this Tract;

THENCE, North 89° 21' 10" East, along the South line of Trammell-Fresno Road, 4975.53 feet to a point being the Northeast corner of this Tract;

THENCE, South 0° 38' 50" East, pass pipelines, in all 1864.18 feet to a point being the Southeast corner of this Tract;

THENCE, along the Northeast line of said State Highway No. 6, with a curve to the left with the following data: Delta = 5° 32' 21"; Radius = 5780 feet; Length = 558.79 feet; at 484.49 feet pass Coastal States Pipeline, at 486.49 feet pass another Coastal States Pipeline, at 498.49 feet pass the Old Sinclai Pipeline, at 504.49 feet pass the Old Telephone Line, in all 558.79 feet to a concrete monument found marking the point of tangency of said curve;

THENCE, North 70° 43' West, 4753.12 feet along a fence line along the Northeast line of Highway No. 6 to a corner post for the Southwest corner of this Tract;

THENCE, North 14° 23' East, 29.52 feet along a fence line to the place of beginning and containing 106.70 Acres of Land, save and except 7.2458 Acres of Land described in Addendum I attached hereto, 1.2632 Acres of Land described in Addendum II attached hereto, and 0.2571 Acres of Land described in Addendum III attached hereto.

Lexington Development Co.
Tract 1
7.2458 Acres

Moses Shipman League
Abstract No. 86

AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES AND BOUNDS DESCRIPTION of a 7.2458 acre (315,629 square feet) tract of land, situated in the Moses Shipman League, Abstract No. 86, Fort Bend County, Texas, and being out of that certain called 106.70 acre tract described in Volume 191, Page 345 in the Fort Bend County Deed Records. Said 7.2458 acre tract being more particularly described as follows:

BEGINNING at a 1-inch iron pipe (with cap stamped "Cotton Surveying") set at the most northwest corner of said 106.7 acre tract and being on the south right-of-way line of Trammel-Fresno Road (varying width);

THENCE, South 89° 51' 55" East, 1320.29 feet along said south right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 20° 03' 55" West, 469.39 feet leaving said south right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 65° 03' 55" West, 14.14 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set on the north right-of-way line of State Highway 6, for corner;

THENCE, North 69° 56' 05" West, 1228.74 feet along said north right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, North 15° 15' 10" East, 29.43 feet leaving said north right-of-way line to the POINT OF BEGINNING, CONTAINING 7.2458 acres of land in Fort Bend County, Texas.

June 3, 1987
JDW/cc044

ADDENDUM I

Lexington Development Co.
Tract 1-A
1.2632 acres

41 2117

AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES AND BOUNDS DESCRIPTION of a certain 1.2632 acre (55,027 square feet) tract of land situated in the Moses Shipman League, Abstract No. 86, Fort Bend County, Texas; being a portion of a called 106.70 acre tract described in Volume 191, Page 345 of the Fort Bend County Deed Records. Said 1.2632 acre tract being more particularly described as follows:

COMMENCING at a 1-inch iron pipe (with cap stamped "Cotton Surveying") set at the northwest corner of said 106.70 acre tract, said iron pipe being in the south line of Trammel-Fresno Road (R.O.W. varies);

THENCE, South 89° 51' 55" East, 1320.29 feet along the said south line of Trammel-Fresno Road, to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set the POINT OF BEGINNING of the herein described 1.2632 acre tract;

THENCE, South 89° 51' 55" East, 117.01 feet continuing along said south line to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, South 20° 03' 55" West, 509.28 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, South 24° 56' 05" East, 14.14 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set in the northerly line of State Highway 6 (100-foot R.O.W.);

THENCE, North 69° 56' 05" West, 130.00 feet along said northerly line to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, North 65° 03' 55" East, 14.14 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, North 20° 03' 55" East, 469.39 feet to the POINT OF BEGINNING, CONTAINING 1.2632 acres of land in Fort Bend County, Texas.

June 3, 1987
MGH/cc011

ADDENDUM II

Lexington Development Co.
Tract 1-B
0.2571 Acres

Moses Shipman League 41 2118
Abstract No. 85

STATE OF TEXAS §

AS PER ORIGINAL

COUNTY OF FORT BEND §

A METES AND BOUNDS DESCRIPTION of a 0.2571 acre (11,200 square feet) tract of land, situated in the Moses Shipman League, Abstract No. 86, Fort Bend County, Texas, and being out of that certain 106.70 acre tract described in Volume 191, Page 345 of the Fort Bend County Deed Records. Said 0.2571 acre tract being more particularly described as follows:

COMMENCING at the most northwest corner of said 106.70 acre tract located on the south right-of-way line of Trammel-Fresno Road (varying width);

THENCE, South 89° 51' 55" East, 366.70 feet along said south right-of-way line to a point on the proposed northeasterly right-of-way line of State Highway 6 (225-foot wide);

THENCE, South 69° 56' 05" East, 1097.37 feet along said proposed northeasterly right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for the POINT OF BEGINNING;

THENCE, North 24° 56' 05" West, 14.14 feet leaving said proposed northeasterly right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, North 20° 03' 55" East, 140.00 feet to a point for corner;

THENCE, South 24° 56' 05" East, 212.13 feet to a point on the aforementioned proposed northeasterly right-of-way line of State Highway 6, for corner;

THENCE, North 69° 56' 05" West, 140.00 feet along said proposed northeasterly right-of-way line to the POINT OF BEGINNING, CONTAINING 0.2571 acre in Fort Bend County, Texas.

June 3, 1987
Revised: June 15, 1987
Revised: January 12, 1988
JDW/cc015

ADDENDUM III

41 2119

Tom I. Alexander
3807 Wakeforest
Houston, Texas 77098

713/522-4000

April 4, 1990

Mr. Robert R. Randolph
VINSON & ELKINS
3300 First City Tower
Houston, Texas 77002-9984

Re: PARTRIDGE GLEN LIMITED
PARTRIDGE GLEN NUMBER TWO LIMITED

Dear Mr. Randolph:

As per your request, please find enclosed an executed Waiver of Agricultural Use Appraisal as to Ft. Bend Parkway Road District.

Also, please find the legal descriptions (3) for Partridge Glen Limited and (1) for Partridge Glen Number Two Limited.

Sincerely,
PARTRIDGE GLEN LIMITED
PARTRIDGE GLEN NUMBER TWO LIMITED

Tom Alexander

TOM I. ALEXANDER, III
General Partner

Encl.
TIA,III:pc

WAIVER OF AGRICULTURE USE APPRAISAL AS TO FORT BEND PARKWAY ROAD DISTRICT (FORMERLY FORT BEND COUNTY ROAD DISTRICT NO. 1)

R E C I T A L S

Fort Bend Parkway Road District (formerly Fort Bend County Road District No. 1) was created by Order of the Commissioners Court of Fort Bend County, Texas on October 16, 1989.

At an election held on January 20, 1990, the qualified voters in Fort Bend Parkway Road District (the "District") authorized the Commissioners Court to issue $4,500,000 road bonds of the District (the "Bonds") for the purposes of paying the cost of the acquisition of rights-of-way and a portion of the cost of design and construction of State Highway 122 (the "Fort Bend Parkway"), a controlled-access highway, serving the District.

The person or entity executing this Waiver as owner (the "Owner") of the property described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") has determined that the Property will be greatly benefited by the construction of the Fort Bend Parkway.

The Property is presently designated by the Fort Bend County Central Appraisal District for its agricultural use and is appraised for purposes of ad valorem taxation by taxing entities in Fort Bend County at its value based on the land capacity to produce agricultural products pursuant to the provisions of Chapter 23 Property Tax Code.

Much of the other land within the District is also designated for agricultural use and appraised at its value based on that land's capacity to produce agricultural products.

Unless the owners of property in the District agree to waive their right of special appraisal for agricultural use as to the District, the District does not have adequate value for tax purposes to sell the Bonds at favorable interest rates.

Owner has determined that it is to its benefit and will increase the value of the Property if the Fort Bend Parkway is constructed by the Texas Department of Highways and Public Transportation and that it is to Owner's benefit to waive its right to special appraisal for agricultural use for taxation by the District.

Sections 23.20 and 23.21, Vernon's Texas Property Code, authorize a property owner to waive its right to special appraisal of property as to one taxing unit without waiving its right to special appraisal as to other taxing units.

THEREFORE, FOR AND IN CONSIDERATION OF PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Owner agrees to waive its right to special appraisal of the Property provided by Subchapters C, D, E, F or G of Chapter 23, Texas Property Code, as to the District, for the tax year 1990 and for each tax year thereafter until the occurrence of the earlier of the following events:

   a. the Bonds of the District including any refunding bonds have been paid in full; or

   b. tax year 2015.

   The Owner further agrees that the District may levy ad valorem taxes on the Property and any improvements thereon or additions thereto at fair market value as determined by the Texas Property Tax Code during this period.

2. Owner's waiver of the right to special appraisal shall be a waiver of the right of special appraisal solely for the District and shall not be deemed to constitute a waiver of the right to special appraisal provided by Subchapters C, D, E, F or G of the Property Tax Code as to Fort Bend County or any other municipal corporation or political subdivision in Fort Bend County other than the District.

3. This Waiver shall be binding upon the Owner and any successor to the Owner of all or any part of the Property and may not be revoked except on the approval of the Commissioners Court of Fort Bend County and then only on the finding by the Commissioners Court of Fort Bend County that the revocation of the Waiver would not materially impair the Bonds or other contractual debt obligations of the District payable wholly or partially from ad valorem taxes.

4. The District agrees to use its best efforts to sell the Bonds from time to time, to complete the design of the Fort Bend Parkway and the acquisition of the required right-of-way for the Fort Bend Parkway. The District further agrees to use its best efforts to cause the Texas Department of Highways and Public Transportation to construct the Fort Bend Parkway to serve the area within the District.

The Waiver shall not constitute a change of use of the Property or diversion of the Property to another use for purposes of imposition of additional taxes under Subchapters C, D, E, F or G of Chapter 23 of the Texas Property Code.

This Waiver is executed for the benefit of the District, the other property owners and taxpayers in the District and owners and holders of the Bonds of the District from time to time.

OWNERS

By: Robert M. Dawant
Tom L. Alexander

GENERAL PARTNERS
PARTRIDGE GLEN LTD.
PARTRIDGE GLEN NUMBER TWO LTD.

FORT BEND PARKWAY ROAD DISTRICT

By: X Judge E. Stavinoha
County Judge

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on April 4, 1990 by Tom L. Alexander.

Pauline A. Chambers
Notary Public in and for
The State of Texas

PAULINE A. CHAMBERS
(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:
11-13-91

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 4, 1990 by Robert M. Dawant.

Pauline A. Chambers
Notary Public in and for
The State of Texas

PAULINE A. CHAMBERS
(Printed or Typed Name of Notary)

My Commission expires:
11-13-91

0189:2891
\FBRD1\AGWAIVER

STATE OF TEXAS §
§
COUNTY OF FORT BEND COUNTY §

This instrument was acknowledged before me on May 8, 1990 by Jodie E. Stavinoha, the County Judge of Fort Bend County, representing the governing body of the Fort Bend Parkway Road District.

Sharon A. Chapman
Notary Public in and for
The State of Texas

NOTARY PUBLIC STATE OF TEXAS
SHARON A CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-4-91

(SEAL)

(Printed or Typed Name of Notary)

My Commission Expires:

6-4-91

0189:2801
\FBRD1\AGWAIVER

41 2124

AS PER ORIGINAL

EXHIBIT "A"

1133 PAGE 248

PARTRIDGE GLEN
NUMBER TWO LTD.

FIELD NOTES FOR A 24.7042 ACRE TRACT OF LAND BEING THAT CERTAIN LOT "A" OF THE COCHRAN & MC CLUER SUBDIVISION (RECORDED IN VOLUME 58, PAGE 76, FORT BEND COUNTY DEED RECORDS) IN THE MOSES SHIPMAN LEAGUE, ABSTRACT 86, FORT BEND COUNTY, TEXAS.

BEGINNING at a 1 inch Iron Pipe found in the South line of Trammel-Fresno Road for the Northwest corner and Place of Beginning of the herein described 24.7042 Acre Tract, said point being the Northeast corner of that certain called 15.00 Acre Tract described in deed recorded in Volume 575, Page 912, Fort Bend County Deed Records;

THENCE South 00 degrees 52 minutes 00 seconds East along the common line of the herein described 24.7042 Acre Tract and the adjoining called 15.00 Acre Tract, 1707.98 feet to an Iron Pipe set for the Southwest corner of the herein described 24.7042 Acre Tract, said point being in the Northwest line of a certain called 97.78 Acre Tract described in deed recorded in Volume 498, Page 619, Fort Bend County Deed Records;

THENCE along the common line of the herein described 24.7042 Acre Tract and the adjoining called 97.78 Acre Tract, North 34 degrees 43 minutes 57 seconds East, 469.20 feet; North 32 degrees 54 minutes 40 seconds East, 400.00 feet; North 34 degrees 24 minutes [illegible] onds East, 400.16 feet; North 34 degrees 31 minutes 20 seconds East, 261.32 feet; North 40 degrees 57 minutes 40 seconds East, 296.20 feet; and, North 56 degrees 51 minutes 00 seconds East, 478.07 feet to an Iron Pipe set in the South line of Trammel-Fresno Road for the Northeast corner of the herein described 24.7042 Acre Tract;

THENCE South 88 degrees 17 minutes 27 seconds West along the South line of Trammel-Fresno Road, 1479.83 feet to the Place of BEGINNING and containing 24.7042 acres of land,

FILED FOR RECORD

FEB 3 1983

County Clerk, Fort Bend Co. 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

FEB 4 1983

County Clerk, Fort Bend Co., Tex.

41 2125

AS PER ORIGINAL

PARTRIDGE GLEN LTD.

A Field Note Description of 14.50 Acres of Land out of the 151.20 Acres in the Lela D. Stokes and Harry L. McCurdy Tract described in Volume 191, Page 345, Deed Records, and being in the Moses Shipman League, Abstract 86, Fort Bend County, Texas.

For connection begin at a point marking the intersection of the South line of Trammell-Fresno Road and the Northeast line of State Highway No. 6 (100 feet wide);

THENCE, North 89° 21' 10" East, at 86.3 feet along the South line of said Trammell-Fresno Road, pass a corner post found marking the Northwest corner of the 151.20 Acre Tract; in all 5061.83 feet along the South line of said Trammell-Fresno Road to a point for the Northwest corner of and place of beginning for this Tract;

THENCE, North 89° 21' 10" East, along the South line of Trammell-Fresno Road, 324.61 feet to a point in the South line of said Trammell-Fresno Road for the Northeast corner of this Tract;

THENCE, South 00° 38' 50" East, 2031.59 feet to the Southeast corner of this Tract;

THENCE, along said curve to the left, marking the Northeast line of State Highway No. 6 with the following date: Delta = 3° 37' 14"; Radius = 5780 feet; Length = 365.27 feet to a point for the Southwest corner of this 14.50 Acre Tract;

THENCE, North 00° 38' 50" West, pass pipelines, in all 1864.18 feet to the place of beginning and containing 14.50 Acres of Land.

* * * * * * * * * * * * * * * * * * *

The Subject Property is subject to the following

Permitted Encumbrances:

PARTRIDGE

41 2126

AS PER ORIGINAL

EXHIBIT "A"

That certain tract or parcel of land containing 15 acres out of the 151.20 acres in the Lela D. Stokes and Harry H. McCurdy Tract described in Volume 191, Page 345, Deed Records, and being in the Moses Shipman League, Abstract 86, Fort Bend County, Texas.

For connection begin at a point marking the intersection of the South line of Trammell-Fresno Road and the Northeast line of State Highway No. 6 (100 feet wide);

THENCE, North 89° 21' 10" East at 86.3 feet along the South line of said Trammell-Fresno Road, pass a corner post found marking the Northwest corner of the 151.20 acre tract; in all 5721.44 feet along the South line of said Trammell-Fresno Road to a point for the Northwest corner of and place of beginning for this tract;

THENCE, North 89° 21' 10" East along the South line of Trammell-Fresno Road, at 100.66 feet an old telephone line, at 105.76 feet pass the old Sinclair Pipeline at 12.26 feet, pass a Coastal States Crude Gathering Company Pipeline, at 124.26 feet pass another Coastal States Pipeline, in all 315.86 feet to a corner post found in the south line of said Trammell-Fresno Road for the Northeast corner of this tract;

THENCE, South 00° 52' East 1641.4 feet along a fence line to a corner post in the Northwest line of the Florence Barrington Tract (Brazoria Land and Irrigation Company Canal right of way) for a corner;

THENCE, Southwesterly along the fence line marking the Northwest line of said Barrington Tract with the following courses and distances:

South 30° 47' West 44.35 feet; South 36° 32' West 131.24 feet; South 33° 02' 20" West 496.9 feet to a corner post in the Northeast line of State Highway No. 6 for the South corner of this tract;

THENCE, North 58° 43' West 35 feet along the Northeast line of said Highway No. 6 to a concrete monument found marking the point of a curve to the left;

THENCE, along said curve to the left, marking the Northeast line of State Highway No. 6 with the following data: Delta = 1° 15' 15"; Radius = 5780 feet; Length = 126.53 feet; Chord = 126.53 feet to an iron pipe set for the Southwest corner of this 15.00 acre tract;

THENCE, North 21° 5' 15" East 530.13 feet to an iron pipe set for corner;

THENCE, North 00° 38' 50" West, pass the said pipelines, in all 1618.85 feet to the place of beginning and containing 15.00 acres of land.

AS PER ORIGINAL.

PARTRIDGE GLEN LTD.

EXHIBIT "A"

That certain tract or parcel of land containing 15.0 acres of land out of the 151.20 acres in the Lela D. Stokes and Harry H. McCurdy Tract described in Volume 191, Page 345, Deed Records, and being in the Moses Shipman League, Abstract 86, Fort Bend County, Texas.

For connection begin at a point marking the intersection of the South line of Trammell-Fresno Road and the Northeast line of State Highway No. 6 (100 feet wide).

THENCE, North 89° 21' 10" East at 86.3 feet along the South line of said Trammell-Fresno Road, pass a corner post found marking the Northwest corner of the 151.20 acre tract; in all 5386.44 feet along the South line of said Trammell-Fresno Road to a point for the Northwest corner of and place of beginning for this tract;

THENCE, North 89° 21' 10" East along the South line of Trammell-Fresno Road 335 feet to an iron pipe set in the South line of said Trammell-Fresno Road for the Northeast corner of this tract;

THENCE, South 00° 38' 50" East 1618.85 feet to an iron pipe for corner;

THENCE, South 21° 05' 15" West 530.13 feet to an iron pipe set for the South corner of this tract;

THENCE, along said curve to the left, marking the Northeast line of State Highway No. 6 with the following data: Delta = 1° 35' 10"; Radius = 5780 feet; Length = 160.0 feet; Chord = 160.0 feet to a point for the Southwest corner of this 15.0 acre tract;

THENCE, North 00° 38' 50" West pass pipelines in all 2031.59 feet to the place of beginning and containing 15.0 acres of land.

* * * * * * * * * * * * * * * * * *

The Subject Property is subject to the following

Permitted Encumbrances:

(1) Easements of Coastal States Crude Gathering Company in connection with three pipelines and an old telephone line across the Subject Property as shown on plat of Henry Steinkamp, Jr., a Registered Professional Engineer, dated August 6, 1968, such easements including the Pipeline Right-of-Way Easement from John W. Parker to Sinclair Texas Pipe Line Company, dated the 23rd day of December, 1920,

WAIVER OF AGRICULTURE USE APPRAISAL AS TO FORT BEND PARKWAY ROAD DISTRICT (FORMERLY FORT BEND COUNTY ROAD DISTRICT NO. 1)

R E C I T A L S

Fort Bend Parkway Road District (formerly Fort Bend County Road District No. 1) was created by Order of the Commissioners Court of Fort Bend County, Texas on October 16, 1989.

At an election held on January 20, 1990, the qualified voters in Fort Bend Parkway Road District (the "District") authorized the Commissioners Court to issue $4,500,000 road bonds of the District (the "Bonds") for the purposes of paying the cost of the acquisition of rights-of-way and a portion of the cost of design and construction of State Highway 122 (the "Fort Bend Parkway"), a controlled-access highway, serving the District.

The person or entity executing this Waiver as owner (the "Owner") of the property described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") has determined that the Property will be greatly benefited by the construction of the Fort Bend Parkway.

The Property is presently designated by the Fort Bend County Central Appraisal District for its agricultural use and is appraised for purposes of ad valorem taxation by taxing entities in Fort Bend County at its value based on the land capacity to produce agricultural products pursuant to the provisions of Chapter 23 Property Tax Code.

Much of the other land within the District is also designated for agricultural use and appraised at its value based on that land's capacity to produce agricultural products.

Unless the owners of property in the District agree to waive their right of special appraisal for agricultural use as to the District, the District does not have adequate value for tax purposes to sell the Bonds at favorable interest rates.

Owner has determined that it is to its benefit and will increase the value of the Property if the Fort Bend Parkway is constructed by the Texas Department of Highways and Public Transportation and that it is to Owner's benefit to waive its right to special appraisal for agricultural use for taxation by the District.

Sections 23.20 and 23.21, Vernon's Texas Property Code, authorize a property owner to waive its right to special appraisal of property as to one taxing unit without waiving its right to special appraisal as to other taxing units.

THEREFORE, FOR AND IN CONSIDERATION OF PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Owner agrees to waive its right to special appraisal of the Property provided by Subchapters C, D, E, F or G of Chapter 23, Texas Property Code, as to the District, for the tax year 1990 and for each tax year thereafter until the occurrence of the earlier of the following events:

   a. the Bonds of the District including any refunding bonds have been paid in full; or

   b. tax year 2015.

   The Owner further agrees that the District may levy ad valorem taxes on the Property and any improvements thereon or additions thereto at fair market value as determined by the Texas Property Tax Code during this period.

2. Owner's waiver of the right to special appraisal shall be a waiver of the right of special appraisal solely for the District and shall not be deemed to constitute a waiver of the right to special appraisal provided by Subchapters C, D, E, F or G of the Property Tax Code as to Fort Bend County or any other municipal corporation or political subdivision in Fort Bend County other than the District.

3. This Waiver shall be binding upon the Owner and any successor to the Owner of all or any part of the Property and may not be revoked except on the approval of the Commissioners Court of Fort Bend County and then only on the finding by the Commissioners Court of Fort Bend County that the revocation of the Waiver would not materially impair the Bonds or other contractual debt obligations of the District payable wholly or partially from ad valorem taxes.

4. The District agrees to use its best efforts to sell the Bonds from time to time, to complete the design of the Fort Bend Parkway and the acquisition of the required right-of-way for the Fort Bend Parkway. The District further agrees to use its best efforts to cause the Texas Department of Highways and Public Transportation to construct the Fort Bend Parkway to serve the area within the District.

The Waiver shall not constitute a change of use of the Property or diversion of the Property to another use for purposes of imposition of additional taxes under Subchapters C, D, E, F or G of Chapter 23 of the Texas Property Code.

This Waiver is executed for the benefit of the District, the other property owners and taxpayers in the District and owners and holders of the Bonds of the District from time to time.

OWNERS

Robert M. Davant

By: Tom I. Alexander

GENERAL PARTNERS
TEAL RUN LIMITED

FORT BEND PARKWAY ROAD DISTRICT

By: X Jodie E. Stavinoha
County Judge

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on April 4, 1990 by Tom I Alexander.

Pauline A. Chambers
Notary Public in and for
The State of Texas

PAULINE A. CHAMBERS
(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:

11-13-91

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 4, 1990 by Robert M. Davant.

Pauline A. Chambers
Notary Public in and for
The State of Texas

PAULINE A. CHAMBERS
(Printed or Typed Name of Notary)

My Commission Expires:

11-13-91

0189:2891
\FBRD1\AGWAIVER

STATE OF TEXAS §
§
COUNTY OF FORT BEND COUNTY §

This instrument was acknowledged before me on May 8, 1990 by Jodie E. Stavinoha, the County Judge of Fort Bend County, representing the governing body of the Fort Bend Parkway Road District.

Sharon A. Chapman
Notary Public in and for
The State of Texas

SHARON A. CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-4-91

(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:

6-4-91

0189:2891
\FBRD1\AGWAIVER

41 2132

Tom I. Alexander
3807 Wakeforest
Houston, Texas 77098

713/522-4000

April 4, 1990

Mr. Robert R. Randolph
VINSON & ELKINS
3300 First City Tower
Houston, Texas 77002-9984

Re: TEAL RUN LIMITED

Dear Mr. Randolph:

As per your request, please find enclosed an executed Waiver of Agricultural Use Appraisal as to Ft. Bend Parkway Road District and a copy of the legal description (less saves and exceptions) of Teal Run Limited.

Sincerely,
TEAL RUN LIMITED

Tom Alexander

TOM I. ALEXANDER, III
General Partner

Encl.
TIA,III:pc

EXHIBIT "A"

Metes And Bounds Description
Of 961.03 Acres Of Land
Out Of The Moses Shipman Survey A-86
And The Elijah Roark Survey A-77
Fort Bend County, Texas

All that certain 961.03 acres of land out of the Moses Shipman Survey A-86, and the Elijah Roark Survey A-77, Fort Bend County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" iron rod located in the northeasterly right-of-way line of State Highway 6; said POINT OF BEGINNING being situated S 57° 44' 34" E - 1329.32' and S 57° 49' 40" E - 741.66' from the intersection of the east fence line of Westenfield Road with the northeasterly right-of-way line of State Highway 6;

THENCE N 57° 49' 40" W - 741.66' along said northeasterly right-of-way line of Highway 6 to a 5/8" iron rod set for corner;

THENCE N 00° 04' 33" E - 1462.58' to a fence corner;

THENCE S 89° 51' 47" W - 1122.34' to a fence corner located in the east fence line of Wetenfield Road;

THENCE N 00° 08'44" W - 1746.12' along said east fence line to a 5/8" iron rod set for corner located in the north fence line of Rabb Road;

THENCE N 89° 36' 43" W - 39.68' along said north fence line to a 5/8" iron rod set for corner;

THENCE N 00° 08' 07" E - 536.02' to a 5/8" iron rod set for corner;

THENCE N 89° 37' 50" W at 810.56' passing a found 1/2" iron pipe and continuing for a total distance of 1623.52' to a 1/2" iron pipe found for corner;

THENCE S 00° 05' 04" E - 535.50' to a fence corner located in the north fence line of Rabb Road;

THENCE N 89° 29' 14" W - 783.21' along said north fence line to a fence corner;

THENCE N 00° 03' 46" W - 1574.55' to a fence corner;

THENCE N 89° 41' 48" W - 760.82' to a fence corner;

THENCE N 01° 32' 31" E - 1895.96' to a fence corner located in the south fence line of Trammel-Fresno Road;

THENCE N 89° 55' 25" W - 467.06' along said south fence line to a 5/8" iron rod set for corner;

THENCE N 00° 32' 21" E - 97.21' passing a fence corner in the north fence line of Trammel-Fresno Road and continuing for a total distance of 6420.55' to a fence corner;

THENCE N 89° 56' 19" E - 1030.27' to a found 1" iron pipe;

THENCE N 89° 58' 50" E - 1417.34' to a found 1" iron pipe;

THENCE S 88° 24' 34" E - 105.44' to a fence corner;

THENCE S 00° 19' 07" E - 1207.89' to a found 1/2" iron rod;

THENCE S 89° 53' 05" E - 2629.00' to a fence corner from which a 5/8" iron rod bears S 89° 53' 05" - 37.06';

THENCE S 00° 09' 25" E - 1599.76' along the west fence line of California Street to a fence corner;

THENCE N 89° 59' 15" W - 2628.17' to a fence corner;

THENCE S 00° 16' 21" E - 3483.72' passing a fence corner located in the north fence line of Trammel-Fresno Road and continuing for a total distance of 3610.15' to a 5/8" iron rod set in the south fence line of said road;

THENCE S 89° 55' 25" E - 1322.42' along said south fence line to a 1" iron pipe found for corner;

THENCE S 00° 08' 43" W - 518.16' to an angle iron found for corner;

THENCE S 89° 44' 02" E - 335.91' to a 5/8" iron rod set for corner;

THENCE S 00° 05' 36" W - 1277.23' to a 3/4" iron pipe found for corner;

THENCE S 89° 55' 55" E - 1945.66' to a fence corner;

THENCE S 00° 12' 16" W - 1688.32' to a fence angle corner;

THENCE S 00° 16' 09" E - 2736.54' to a 5/8" iron rod set for corner;

THENCE N 89° 18' 14" W - 874.61' to a 5/8" iron rod set for corner;

THENCE S 00° 00' 26" E - 874.92' to the POINT OF BEGINNING of the herein described tract and containing 961.03 acres (41,862,471 square feet) of land.

EXHIBIT A-2

SAVE AND EXCEPT:

DESCRIPTION OF
TEAL RUN
RELEASE PARCEL A
(131.001 ACRES)

(1)Being a 131.001 acre tract of land located in the Moses Shipman League, Abstract 86, Fort Bend County, Texas, more particularly being a portion of that certain 961.03 acre tract of land conveyed to Homecraft Assets Corporation by instrument of record in Volume 1304, Page 650 of the Deed Records of Fort Bend County, Texas, said 131.001 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the easterly right-of-way line of Sycamore Road, same being the northwest corner of a 28.555 acre tract of land conveyed to Homecraft Assets Corporation by instrument of record in Volume 1304, Page 685 of the Deed Records of Fort Bend County, Texas, same being a southwesterly corner of the aforementioned 961.03 acres;

Thence, North 00° 08' 44" West, along said easterly right-of-way line, 1746.12 feet to a point for corner in the north right-of-way line of Rabb Road;

Thence, North 89° 36' 43" West, along said north right-of-way line, 39.69 feet to a point for corner;

Thence, departing said north right-of-way line, North 00° 08' 07" East, 666.02 feet to a point for corner;

Thence, South 89° 37' 50" East, 1024.08 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a tangent curve to the right, said curve being subtended by a central angle of 40° 54' 55", having a radius of 365.00 feet and an arc length of 260.65 feet to a point of tangency;

Thence, South 48° 42' 55" East, 689.95 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a tangent curve to the right, said curve being subtended by a central angle of 14° 32' 20", having a radius of 365.00 feet and an arc length of 92.62 feet to a point of reverse curvature;

Thence, along the arc of a tangent curve to the left, said curve being subtended by a central angle of 14° 32' 20", having a radius of 235.00 feet and an arc length of 59.63 feet to a point for corner;

EXHIBIT A-3

Thence, South 48° 54' 21" East, 364.92 feet to a point for corner;

Thence, South 48° 30' 32" East, 257.43 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a tangent curve to the right, said curve being subtended by a central angle of 08° 35' 10", having a radius of 680.00 feet and an arc length of 101.90 feet to a point for corner;

Thence, South 89° 31' 23" East, 234.25 feet to a point for corner in the east line of the aforementioned 961.03 acre tract of land, same being the east line of the Moses Shipman League, Abstract 86;

Thence, South 00° 16' 09" East, along said east line, 1170.10 feet to a point for corner;

Thence, departing from said east line, North 89° 31' 23" West, 334.84 feet to a point for corner;

Thence, South 00° 28' 37" West, 270.00 feet to a point for corner;

Thence, North 89° 31' 23" West, 553.00 feet to a point for corner;

Thence, South 05° 41' 46" West, 20.25 feet to a point for corner;

Thence, South 89° 48' 20" West, 112.86 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a non-tangent curve to the right, from which the radius point bears South 89° 48' 20" West, 1375.00 feet, said curve being subtended by a central angle of 05° 08' 52", having a radius of 1375.00 feet and an arc length of 123.54 feet to a point for corner;

Thence, North 85° 02' 48" West, 60.00 feet to a point for corner, the beginning of a curve;

Thence, along the arc of a non-tangent curve to the left, from which the radius point bears North 85° 02' 48" West, 25.00 feet, said curve being subtended by a central angle of 91° 29' 32", having a radius of 25.00 feet and an arc length of 39.92 feet to a point of tangency;

Thence, North 86° 32' 21" West, 69.19 feet to a point for corner, the beginning of a curve;

EXHIBIT A-4

Thence, along the arc of a tangent curve to the left, said curve being subtended by a central angle of 86° 43' 27", having a radius of 25.00 feet and an arc length of 37.84 feet to a point of reverse curvature;

Thence, along the arc of a tangent curve to the right, said curve being subtended by a central angle of 25° 26' 08", having a radius of 1200.00 feet an an arc length of 532.72 feet to a point of tangency;

Thence, South 32° 10' 20" West, 247.79 feet to a point for corner in the east line of the aforementioned 28.555 acres;

Thence, North 00° 04' 33" East, along said east line, 1012.07 feet to a point for corner, same being the northeast corner of the aforementioned 28.555 acres;

Thence, South 89° 51' 47" West, along the north line of said 28.555 acres, 1122.34 feet to the POINT OF BEGINNING and containing 131.001 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

Jerry A. Davis
Registered Public Surveyor
Texas Registration No. 1793

STATE OF TEXAS
JERRY A. DAVIS
1793
REGISTERED PUBLIC SURVEYOR

EXHIBIT A-5

SAVE AND EXCEPT:

DESCRIPTION OF
TEAL RUN RELEASE PARCEL "B"

AND (2) Being 35.139 acres of land located in the Moses Shipman Survey, Abstract 86, Fort Bend County, Texas, more particularly being a portion of that certain 961.03 acre tract of land conveyed to Homecraft Assests Corporation by instrument of record in Volume 1304, Page 650, Deed Records, Fort Bend County, Texas and said 35.139 acres being more particularly described by metes and bounds as follows;

Beginning at the most easterly southeast corner of the aforementioned 961.03 acre tract;

Thence, with a southerly line of said 961.03 acres, North 89° 18' 14" West, 874.61 feet to a point for corner;

Thence, with an easterly line of said 961.03 acres, South 00° 00' 26" East, 874.92 feet to a point for corner in the northeasterly right-of-way line of State Highway No. 6;

Thence, North 57° 49' 40" West, along said right-of-way line, 741.66 feet to a point for corner, being the most southerly southwest corner of said 961.03 acres;

Thence, departing said right-of-way line, North 00° 04' 33" East, with a westerly line of said 961.03 acres, 450.50 feet to a point for corner in the easterly line of Teal Bend Boulevard (varying width), also being the southerly boundary of Teal Run, Section One, a subdivision of record in Slide No. 697B, Plat Records, Fort Bend County, Texas;

Thence, with the southerly boundary of said Teal Run, Section One, the following twelve (12) courses:

1) North 32° 10' 20" East, 247.79 feet to the beginning of a curve;

2) Along the arc of a tangent curve to the left, said curve being subtended by a central angle of 25° 26' 08", having a radius of 1200.00 feet and an arc length of 532.72 feet to a point of reverse curvature;

3) Along the arc of a tangent curve to the right, said curve being subtended by a central angle of 86° 43' 27", having a radius of 25.00 feet and an arc length of 37.84 feet to a point of tangency;

EXHIBIT A-6

4) South 86° 32' 21" East, 69.19 feet to the beginning of a curve;

5) Along the arc of a tangent curve to the right, said curve being subtended by a central angle of 91° 29' 32", having a radius of 25.00 feet and an arc length of 39.92 feet to a point for corner;

6) South 85° 02' 48" East, 60.00 feet to a point for corner;

7) Along the arc of a curve to the left from which its radius point bears North 85° 02' 48" West, said curve being subtended by a central angle of 05° 08' 52", having a radius of 1375.00 feet and an arc length of 123.54 feet to a point for corner;

8) North 89° 48' 20" East, 112.86 feet to a point for corner;

9) North 05° 41' 46" East, 20.25 feet to a point for corner;

10) South 89° 31' 23" East, 553.00 feet to a point for corner;

11) North 00° 28' 37" East, 270.00 feet to a point for corner;

12) South 89° 31' 23" East, 334.84 feet to a point for corner, same being the most easterly southeast corner of aforementioned Teal Run, Section One and in the east line of aforementioned 961.03 acres;

Thence, with said east line, South 00° 16' 09" East, 1081.14 feet to the POINT OF BEGINNING and containing 35.139 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

Charles T. Spencer
Registered Public Surveyor
Texas Registration No. 4286

STATE OF TEXAS
CHARLES T. SPENCER
4286
REGISTERED PUBLIC SURVEYOR

EXHIBIT A-7

41 2140

AS PER ORIGINAL

INCLUDING:

Legal Description
8,125 Sq. Ft. (0.187 Acre)
(F.B.C.M.U.D. No. 23
Revised Directors Lot No. 3)

Being 8,125 square feet (0.187 acre) of land located in the Moses Shipman Survey, Abstract 86, Fort Bend County, Texas, more particularly being a portion of that certain 961.03 acres conveyed to Homecraft Assets Corporation by instrument of record in Volume 1304, Page 650, Deed Records, Fort Bend County, Texas and said 8,125 square feet (0.187 acre) being more particularly described by metes and bounds as follows;

Commencing for reference at the intersection of the north line of existing Rabb Road and the east line of aforementioned 961.03 acres;

Thence, with said north line, North 89° 59' 51" West, 476.59 feet to the POINT OF BEGINNING;

Thence, continuing with said north line, North 89° 59' 51" West, 65.00 feet to a point for corner;

Thence, leaving said north line, North 00° 00' 09" East, 125.00 feet to a point for corner;

Thence, South 89° 59' 51" East, 65.00 feet to a point for corner;

Thence, South 00° 00' 09" West, 125.00 feet to the POINT OF BEGINNING and containing 8,125 square feet (0.187 acre) of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

EXHIBIT A-8

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

That TEAL RUN, LTD., A TEXAS LIMITED PARTNERSHIP and TEAL RUN NO. 2, LTD., A TEXAS LIMITED PARTNERSHIP, hereinafter called "Grantors", in consideration of ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS ($130,000.00), in hand paid by FORT BEND MUNICIPAL UTILITY DISTRICT No. 23, whose mailing address is c/o Vinson & Elkins, 3300 First City Tower, 1001 Fannin, Houston, Texas 77002-6760, hereinafter called "Grantee", have GRANTED, SOLD, and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said Grantee that certain tract or parcel of land and all improvements thereon lying and being situated in the County of Fort Bend, State of Texas, and described as follows:

> 10.003 acres of land out of the Moses Shipman Survey, Abstract 86, in Fort Bend County, Texas being a portion of a called 794.703 tract of land described in that certain Substitute Trustee's Deed recorded in Volume 1923, page 988, of the Deed Records of Fort Bend County, Texas, and that certain Substitute Trustee's Deed recorded in Volume 1934, page 1577 of the Deed Records of Fort Bend County, Texas, and being more particularly described by metes and bounds on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for all purposes;

together with and including all of the right, title, and interest of Grantors in and to all roads, streets, and right-of-ways adjoining the above described property.

This conveyance is executed by Grantors and accepted by Grantee subject to the following matters to the extent, but only to the extent, that the same affect the property herein conveyed:

> That Dow Chemical Company pipeline easement recorded at Vol. 227, page 374 of the Deed Records of Fort Bend County, Texas.

TO HAVE AND TO HOLD the above described property and improvements thereon, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee and its assigns, forever; and Grantors do hereby bind themselves, their subsidiaries, affiliates, and successors, to WARRANT AND FOREVER

February 8, 1990
Job No. H-056-0001-81

DESCRIPTION OF
6.700 ACRES
(SEWAGE TREATMENT PLANT SITE)

Being 6.700 acres of land located in the Moses Shipman Survey, Abstract 86, Fort Bend County, Texas, more particularly being a portion of that certain 794.703 acres of land and all of that certain 0.187 acre of land, both conveyed to Teal Run Ltd. and Teal Run No. 2, Ltd. by Substitute Trustee's Deeds of Record in Volume 1923, Page 988 and Volume 1934, Page 1577, respectively, Official Records, Fort Bend County, Texas and said 6.700 acres being more particularly described by metes and bounds as follows;

COMMENCING for reference at the intersection of the north line of Rabb Road (46 feet wide) and the east line of aforementioned 794.703 acres;

Thence, with said north line of Rabb Road, North 89° 59' 51" West, 100.00 feet to the POINT OF BEGINNING;

Thence, continuing with said north line of Rabb Road, North 89° 59' 51" West, 596.21 feet to a point for corner in the northeasterly line of that certain 30 foot wide easement conveyed to Trunkline Gas Company by instrument of record in Volume 395, Page 442, Deed Records, Fort Bend County, Texas;

Thence, leaving said north line of Rabb Road, with said northeasterly line of Trunkline Gas Company easement, North 48° 42' 55" West, 550.42 feet to a point for corner;

Thence, leaving said northeasterly line of Trunkline Gas Company easement, South 89° 59' 51" East, 1011.12 feet to a point for corner;

Thence, with a line 100 feet west of and parallel to the aforementioned east line of said 794.703 acres, South 00° 12' 16" West, 363.15 feet to the POINT OF BEGINNING and containing 6.700 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

41 2143

AS PER ORIGINAL

December 20, 1995
Job No. H-254-0000-70

DESCRIPTION OF
3.303 ACRES
(WATER PLANT SITE)

Being 3.303 acres of land located in the Moses Shipman Survey, Abstract 86, Fort Bend County, Texas, more particularly being a portion of that certain 794.703 acres of land conveyed to Teal Run, Ltd. and Teal Run No. 2, Ltd. by Substitute Trustee's Deed of Record in Volume 1923, Page 988, Official Records, Fort Bend County, Texas and said 3.303 acres being more particularly described by metes and bounds as follows;

BEGINNING at the intersection of the south line of Rabb Road (46 feet wide) and the northeasterly line of that certain 66 foot wide easement conveyed to Trunkline Gas Company by instrument of record in Volume 1525, Page 201, Official Records, Fort Bend County, Texas;

Thence, with said south line of Rabb Road, South 89° 59' 51" East, 576.86 feet to a point for corner, same being the intersection of said south line of Rabb Road and the west line of Rabb Road (41 feet wide);

Thence, with said west line of Rabb Road, South 00° 16' 09" East, 438.96 feet to a point for corner;

Thence, leaving said west line of Rabb Road, North 89° 31' 23" West, 81.06 feet to a point for corner in the aforementioned northeasterly line of said Trunkline Gas Company easement;

Thence, with said northeasterly line, North 48° 30' 32" West, 449.80 feet to a point for corner;

Thence, continuing with said northeasterly line, North 48° 54' 21" West, 219.48 feet to the POINT OF BEGINNING and containing 3.303 acres of land.

LICHLITER/JAMESON & ASSOCIATES, INC.

41 2144

PIERRE M. SCHLUMBERGER
ATTORNEY AT LAW
2001 KIRBY DR. #706
HOUSTON, TEXAS 77019

(713) 526-1463

April 26, 1990

Mr. Edgar E. Grosso
Tax Assessor Collector
2575 W. Bellfort, Suite 151
Houston, Texas 77054

Dear Mr. Grosso:

Pursuant to Steve T. Cochran's request my wife has signed the enclosed Waiver of Agriculture Use Appraisal as to Fort Bend Parkway Road District, and has asked me to forward it to you by messenger service.

Please contact me at the above number if there should be any questions about the enclosure.

Yours very truly,

P. M. Schlumberger

P. M. Schlumberger

PMS:pr
Enclosure

cc: Mr. Steve T. Cochran
Mrs. Lesley M. Schlumberger

WAIVER OF AGRICULTURE USE APPRAISAL AS TO FORT BEND PARKWAY ROAD DISTRICT (FORMERLY FORT BEND COUNTY ROAD DISTRICT NO. 1)

R E C I T A L S

Fort Bend Parkway Road District (formerly Fort Bend County Road District No. 1) was created by Order of the Commissioners Court of Fort Bend County, Texas on October 16, 1989.

At an election held on January 20, 1990, the qualified voters in Fort Bend Parkway Road District (the "District") authorized the Commissioners Court to issue $4,500,000 road bonds of the District (the "Bonds") for the purposes of paying the cost of the acquisition of rights-of-way and a portion of the cost of design and construction of State Highway 122 (the "Fort Bend Parkway"), a controlled-access highway, serving the District.

The person or entity executing this Waiver as owner (the "Owner") of the property described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") has determined that the Property will be greatly benefited by the construction of the Fort Bend Parkway.

The Property is presently designated by the Fort Bend County Central Appraisal District for its agricultural use and is appraised for purposes of ad valorem taxation by taxing entities in Fort Bend County at its value based on the land capacity to produce agricultural products pursuant to the provisions of Chapter 23 Property Tax Code.

Much of the other land within the District is also designated for agricultural use and appraised at its value based on that land's capacity to produce agricultural products.

Unless the owners of property in the District agree to waive their right of special appraisal for agricultural use as to the District, the District does not have adequate value for tax purposes to sell the Bonds at favorable interest rates.

Owner has determined that it is to its benefit and will increase the value of the Property if the Fort Bend Parkway is constructed by the Texas Department of Highways and Public Transportation and that it is to Owner's benefit to waive its right to special appraisal for agricultural use for taxation by the District.

Sections 23.20 and 23.21, Vernon's Texas Property Code, authorize a property owner to waive its right to special appraisal of property as to one taxing unit without waiving its right to special appraisal as to other taxing units.

THEREFORE, FOR AND IN CONSIDERATION OF PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Owner agrees to waive its right to special appraisal of the Property provided by Subchapters C, D, E, F or G of Chapter 23, Texas Property Code, as to the District, for the tax year 1990 and for each tax year thereafter until the occurrence of the earlier of the following events:

   a. the Bonds of the District including any refunding bonds have been paid in full; or

   b. tax year 2015.

   The Owner further agrees that the District may levy ad valorem taxes on the Property and any improvements thereon or additions thereto at fair market value as determined by the Texas Property Tax Code during this period.

2. Owner's waiver of the right to special appraisal shall be a waiver of the right of special appraisal solely for the District and shall not be deemed to constitute a waiver of the right to special appraisal provided by Subchapters C, D, E, F or G of the Property Tax Code as to Fort Bend County or any other municipal corporation or political subdivision in Fort Bend County other than the District.

3. This Waiver shall be binding upon the Owner and any successor to the Owner of all or any part of the Property and may not be revoked except on the approval of the Commissioners Court of Fort Bend County and then only on the finding by the Commissioners Court of Fort Bend County that the revocation of the Waiver would not materially impair the Bonds or other contractual debt obligations of the District payable wholly or partially from ad valorem taxes.

4. The District agrees to use its best efforts to sell the Bonds from time to time, to complete the design of the Fort Bend Parkway and the acquisition of the required right-of-way for the Fort Bend Parkway. The District further agrees to use its best efforts to cause the Texas Department of Highways and Public Transportation to construct the Fort Bend Parkway to serve the area within the District.

The Waiver shall not constitute a change of use of the Property or diversion of the Property to another use for purposes of imposition of additional taxes under Subchapters C, D, E, F or G of Chapter 23 of the Texas Property Code.

This Waiver is executed for the benefit of the District, the other property owners and taxpayers in the District and owners and holders of the Bonds of the District from time to time.

OWNER

By: Lesley M. Schlumberger

FORT BEND PARKWAY ROAD DISTRICT

By: X Judge E. Stavinoha
County Judge

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on April 26, 1990 by Lesley M. Schlumberger.

PATRICIA RICE
Notary Public, State of Texas
My Commission Expires March 11, 1991

Patricia Rice
Notary Public in and for
The State of Texas

Patricia Rice
(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:
3/11/91

0189:2891
\FBRD1\AGWAIVER

STATE OF TEXAS §
§
COUNTY OF FORT BEND COUNTY §

This instrument was acknowledged before me on May 8, 1990 by Jodie E. Stavinoha, the County Judge of Fort Bend County, representing the governing body of the Fort Bend Parkway Road District.

Sharon A. Chapman
Notary Public in and for
The State of Texas

SHARON A CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-4-91

(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:
6-4-91

0189:2891
\FBRD1\AGWAIVER

A Field Note Description of 106.70 Acres of Land out of the Lela D. Stokes and Harry H. McCurdy Tract described in Volume 191, page 345, Deed Records, and being in the Moses Shipman League, Abstract 86, Fort Bend County, Texas.

For Connection. Begin at a point marking the intersection of the South line of Trammell-Fresno Road and the Northeast line of State Highway No. 6 (100 feet wide); THENCE, North 89° 21' 10" East, 86.3 feet along the South line of said Trammell-Fresno Road to a corner post found marking the Northwest corner of and place of beginning for this Tract;

THENCE, North 89° 21' 10" East, along the South line of Trammell-Fresno Road, 4975.53 feet to a point being the Northeast corner of this Tract;

THENCE, South 0° 38' 50" East, pass pipelines, in all 1864.18 feet to a point being the Southeast corner of this Tract;

THENCE, along the Northeast line of said State Highway No. 6, with a curve to the left with the following data: Delta = 5° 32' 21"; Radius = 5780 feet; Length = 558.79 feet; at 484.49 feet pass Coastal States Pipeline, at 486.49 feet pass another Coastal States Pipeline, at 498.49 feet pass the Old Sinclair Pipeline, at 504.49 feet pass the Old Telephone Line, in all 558.79 feet to a concrete monument found marking the point of tangency of said curve;

THENCE, North 70° 43' West, 4753.12 feet along a fence line along the Northeast line of Highway No. 6 to a corner post for the Southwest corner of this Tract;

THENCE, North 14° 23' East, 29.52 feet along a fence line to the place of beginning and containing 106.70 Acres of Land, save and except 7.2458 Acres of Land described in Addendum I attached hereto, 1.2632 Acres of Land described in Addendum II attached hereto, and 0.2571 Acres of Land described in Addendum III attached hereto.

AS PER ORIGINAL

Lexington Development Co.
Tract 1
7.2458 Acres

Moses Shipman League
Abstract No. 86

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES AND BOUNDS DESCRIPTION of a 7.2458 acre (315,629 square feet) tract of land, situated in the Moses Shipman League, Abstract No. 86, Fort Bend County, Texas, and being out of that certain called 106.70 acre tract described in Volume 191, Page 345 in the Fort Bend County Deed Records. Said 7.2458 acre tract being more particularly described as follows:

BEGINNING at a 1-inch iron pipe (with cap stamped "Cotton Surveying") set at the most northwest corner of said 106.7 acre tract and being on the south right-of-way line of Trammel-Fresno Road (varying width);

THENCE, South 89° 51' 55" East, 1320.29 feet along said south right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 20° 03' 55" West, 469.39 feet leaving said south right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 65° 03' 55" West, 14.14 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set on the north right-of-way line of State Highway 6, for corner;

THENCE, North 69° 56' 05" West, 1228.74 feet along said north right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, North 15° 15' 10" East, 29.43 feet leaving said north right-of-way line to the POINT OF BEGINNING, CONTAINING 7.2458 acres of land in Fort Bend County, Texas.

June 3, 1987
JOW/cc044

ADDENDUM I

Lexington Development Co.
Tract 1-A
1.2632 acres

41 2151

STATE OF TEXAS §

AS PER ORIGINAL

COUNTY OF FORT BEND §

A METES AND BOUNDS DESCRIPTION of a certain 1.2632 acre (55,027 square feet) tract of land situated in the Moses Shipman League, Abstract No. 86, Fort Bend County, Texas; being a portion of a called 106.70 acre tract described in Volume 191, Page 345 of the Fort Bend County Deed Records. Said 1.2632 acre tract being more particularly described as follows:

COMMENCING at a 1-inch iron pipe (with cap stamped "Cotton Surveying") set at the northwest corner of said 106.70 acre tract, said iron pipe being in the south line of Trammel-Fresno Road (R.O.W. varies);

THENCE, South 89° 51' 55" East, 1320.29 feet along the said south line of Trammel-Fresno Road, to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set the POINT OF BEGINNING of the herein described 1.2632 acre tract;

THENCE, South 89° 51' 55" East, 117.01 feet continuing along said south line to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, South 20° 03' 55" West, 509.28 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, South 24° 56' 05" East, 14.14 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set in the northerly line of State Highway 6 (100-foot R.O.W.);

THENCE, North 69° 56' 05" West, 130.00 feet along said northerly line to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, North 65° 03' 55" East, 14.14 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, North 20° 03' 55" East, 469.39 feet to the POINT OF BEGINNING, CONTAINING 1.2632 acres of land in Fort Bend County, Texas.

June 3, 1987
MGH/cc011

ADDENDUM II

Lexington Development Co.
Tract 1-B
0.2571 Acres

Moses Shipman League
Abstract No. 85

41 2152

AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES AND BOUNDS DESCRIPTION of a 0.2571 acre (11,200 square feet) tract of land, situated in the Moses Shipman League, Abstract No. 86, Fort Bend County, Texas, and being out of that certain 106.70 acre tract described in Volume 191, Page 345 of the Fort Bend County Deed Records. Said 0.2571 acre tract being more particularly described as follows:

COMMENCING at the most northwest corner of said 106.70 acre tract located on the south right-of-way line of Trammel-Fresno Road (varying width);

THENCE, South 89° 51' 55" East, 366.70 feet along said south right-of-way line to a point on the proposed northeasterly right-of-way line of State Highway 6 (225-foot wide);

THENCE, South 69° 56' 05" East, 1097.37 feet along said proposed northeasterly right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for the POINT OF BEGINNING;

THENCE, North 24° 56' 05" West, 14.14 feet leaving said proposed northeasterly right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, North 20° 03' 55" East, 140.00 feet to a point for corner;

THENCE, South 24° 56' 05" East, 212.13 feet to a point on the aforementioned proposed northeasterly right-of-way line of State Highway 6, for corner;

THENCE, North 69° 56' 05" West, 140.00 feet along said proposed northeasterly right-of-way line to the POINT OF BEGINNING, CONTAINING 0.2571 acre in Fort Bend County, Texas.

June 3, 1987
Revised: June 15, 1987
Revised: January 12, 1988
JDW/cc015

ADDENDUM III

WAIVER OF AGRICULTURE USE APPRAISAL AS TO FORT BEND PARKWAY ROAD DISTRICT (FORMERLY FORT BEND COUNTY ROAD DISTRICT NO. 1)

RECITALS

Fort Bend Parkway Road District (formerly Fort Bend County Road District No. 1) was created by Order of the Commissioners Court of Fort Bend County, Texas on October 16, 1989.

At an election held on January 20, 1990, the qualified voters in Fort Bend Parkway Road District (the "District") authorized the Commissioners Court to issue $4,500,000 road bonds of the District (the "Bonds") for the purposes of paying the cost of the acquisition of rights-of-way and a portion of the cost of design and construction of State Highway 122 (the "Fort Bend Parkway"), a controlled-access highway, serving the District.

The person or entity executing this Waiver as owner (the "Owner") of the property described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") has determined that the Property will be greatly benefited by the construction of the Fort Bend Parkway.

The Property is presently designated by the Fort Bend County Central Appraisal District for its agricultural use and is appraised for purposes of ad valorem taxation by taxing entities in Fort Bend County at its value based on the land capacity to produce agricultural products pursuant to the provisions of Chapter 23 Property Tax Code.

Much of the other land within the District is also designated for agricultural use and appraised at its value based on that land's capacity to produce agricultural products.

Unless the owners of property in the District agree to waive their right of special appraisal for agricultural use as to the District, the District does not have adequate value for tax purposes to sell the Bonds at favorable interest rates.

Owner has determined that it is to its benefit and will increase the value of the Property if the Fort Bend Parkway is constructed by the Texas Department of Highways and Public Transportation and that it is to Owner's benefit to waive its right to special appraisal for agricultural use for taxation by the District.

Sections 23.20 and 23.21, Vernon's Texas Property Code, authorize a property owner to waive its right to special appraisal of property as to one taxing unit without waiving its right to special appraisal as to other taxing units.

THEREFORE, FOR AND IN CONSIDERATION OF PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Owner agrees to waive its right to special appraisal of the Property provided by Subchapters C, D, E, F or G of Chapter 23, Texas Property Code, as to the District, for the tax year 1990 and for each tax year thereafter until the occurrence of the earlier of the following events:

   a. the Bonds of the District including any refunding bonds have been paid in full; or

   b. tax year 2015.

   The Owner further agrees that the District may levy ad valorem taxes on the Property and any improvements thereon or additions thereto at fair market value as determined by the Texas Property Tax Code during this period.

2. Owner's waiver of the right to special appraisal shall be a waiver of the right of special appraisal solely for the District and shall not be deemed to constitute a waiver of the right to special appraisal provided by Subchapters C, D, E, F or G of the Property Tax Code as to Fort Bend County or any other municipal corporation or political subdivision in Fort Bend County other than the District.

3. This Waiver shall be binding upon the Owner and any successor to the Owner of all or any part of the Property and may not be revoked except on the approval of the Commissioners Court of Fort Bend County and then only on the finding by the Commissioners Court of Fort Bend County that the revocation of the Waiver would not materially impair the Bonds or other contractual debt obligations of the District payable wholly or partially from ad valorem taxes.

4. The District agrees to use its best efforts to sell the Bonds from time to time, to complete the design of the Fort Bend Parkway and the acquisition of the required right-of-way for the Fort Bend Parkway. The District further agrees to use its best efforts to cause the Texas Department of Highways and Public Transportation to construct the Fort Bend Parkway to serve the area within the District.

The Waiver shall not constitute a change of use of the Property or diversion of the Property to another use for purposes of imposition of additional taxes under Subchapters C, D, E, F or G of Chapter 23 of the Texas Property Code.

This Waiver is executed for the benefit of the District, the other property owners and taxpayers in the District and owners and holders of the Bonds of the District from time to time.

OWNER

By: Steve T. Cochran

SHARON A. CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-4-91

FORT BEND PARKWAY ROAD DISTRICT

By: Julie E. Stavinoha
County Judge

STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on Apr. 26, 1990 by Steve T. Cochran.

KATHLEEN FOJTIK
Notary Public
STATE OF TEXAS
My Commission Expires
December 20, 1991

(SEAL)

Kathleen Fojtik
Notary Public in and for
The State of Texas

Kathleen Fojtik
(Printed or Typed Name of Notary)

My Commission Expires:
12-20-91

0189:2891
\FBRD1\AGWAIVER

STATE OF TEXAS §
§
COUNTY OF FORT BEND COUNTY §

This instrument was acknowledged before me on May 8, 1990 by Jodie E. Stavinoha, the County Judge of Fort Bend County, representing the governing body of the Fort Bend Parkway Road District.

Sharon A. Chapman
Notary Public in and for
The State of Texas

(SEAL) NOTARY PUBLIC STATE OF TEXAS
SHARON A CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-4-91

(Printed or Typed Name of Notary)

My Commission Expires:
6-4-91

0189:2891
\FBRD1\AGWAIVER

AS PER ORIGINAL

EXHIBIT A-1

41 2157

A Field Note Description of 106.70 Acres of Land out of the Lela D. Stokes and Harry H. McCurdy Tract described in Volume 191, page 345, Deed Records, and being in the Moses Shipman League, Abstract 86, Fort Bend County, Texas.

For Connection. Begin at a point marking the intersection of the South line of Trammell-Fresno Road and the Northeast line of State Highway No. 6 (100 feet wide); THENCE, North 89° 21' 10" East, 86.3 feet along the South line of said Trammell-Fresno Road to a corner post found marking the Northwest corner of and place of beginning for this Tract;

THENCE, North 89° 21' 10" East, along the South line of Trammell-Fresno Road, 4975.53 feet to a point being the Northeast corner of this Tract;

THENCE, South 0° 38' 50" East, pass pipelines, in all 1864.18 feet to a point being the Southeast corner of this Tract;

THENCE, along the Northeast line of said State Highway No. 6, with a curve to the left with the following data: Delta = 5° 32' 21"; Radius = 5780 fee Length = 558.79 feet; at 484.49 feet pass Coastal States Pipeline, at 486.4 feet pass another Coastal States Pipeline, at 498.49 feet pass the Old Sinc Pipeline, at 504.49 feet pass the Old Telephone Line, in all 558.79 feet to concrete monument found marking the point of tangency of said curve;

THENCE, North 70° 43' West, 4753.12 feet along a fence line along the Nort east line of Highway No. 6 to a corner post for the Southwest corner of thi Tract;

THENCE, North 14° 23' East, 29.52 feet along a fence line to the place of beginning and containing 106.70 Acres of Land, save and except 7.2458 Acres of Land described in Addendum I attached hereto, 1.2632 Acres of Land described in Addendum II attached hereto, and 0.2571 Acres of Land described i Addendum III attached hereto.

Lexington Development Co.
Tract 1
7.2458 Acres

Moses Shipman League
Abstract No. 86

AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES AND BOUNDS DESCRIPTION of a 7.2458 acre (315,629 square feet) tract of land, situated in the Moses Shipman League, Abstract No. 86, Fort Bend County, Texas, and being out of that certain called 106.70 acre tract described in Volume 191, Page 345 in the Fort Bend County Deed Records. Said 7.2458 acre tract being more particularly described as follows:

BEGINNING at a 1-inch iron pipe (with cap stamped "Cotton Surveying") set at the most northwest corner of said 106.7 acre tract and being on the south right-of-way line of Trammel-Fresno Road (varying width);

THENCE, South 89° 51' 55" East, 1320.29 feet along said south right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 20° 03' 55" West, 469.39 feet leaving said south right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 65° 03' 55" West, 14.14 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set on the north right-of-way line of State Highway 6, for corner;

THENCE, North 69° 56' 05" West, 1228.74 feet along said north right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, North 15° 15' 10" East, 29.43 feet leaving said north right-of-way line to the POINT OF BEGINNING, CONTAINING 7.2458 acres of land in Fort Bend County, Texas.

June 3, 1987
JDW/cc044

ADDENDUM I

AS PER ORIGINAL

Lexington Development Co.
Tract 1-B
0.2571 Acres

Moses Shipman League
Abstract No. 85

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES AND BOUNDS DESCRIPTION of a 0.2571 acre (11,200 square feet) tract of land, situated in the Moses Shipman League, Abstract No. 86, Fort Bend County, Texas, and being out of that certain 106.70 acre tract described in Volume 191, Page 345 of the Fort Bend County Deed Records. Said 0.2571 acre tract being more particularly described as follows:

COMMENCING at the most northwest corner of said 106.70 acre tract located on the south right-of-way line of Trammel-Fresno Road (varying width);

THENCE, South 89° 51' 55" East, 366.70 feet along said south right-of-way line to a point on the proposed northeasterly right-of-way line of State Highway 6 (225-foot wide);

THENCE, South 69° 56' 05" East, 1097.37 feet along said proposed northeasterly right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for the POINT OF BEGINNING;

THENCE, North 24° 56' 05" West, 14.14 feet leaving said proposed northeasterly right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, North 20° 03' 55" East, 140.00 feet to a point for corner;

THENCE, South 24° 56' 05" East, 212.13 feet to a point on the aforementioned proposed northeasterly right-of-way line of State Highway 6, for corner;

THENCE, North 69° 56' 05" West, 140.00 feet along said proposed northeasterly right-of-way line to the POINT OF BEGINNING, CONTAINING 0.2571 acre in Fort Bend County, Texas.

June 3, 1987
Revised: June 15, 1987
Revised: January 12, 1988
JDW/cc015

ADDENDUM III

WAIVER OF AGRICULTURE USE APPRAISAL AS TO FORT BEND PARKWAY ROAD DISTRICT (FORMERLY FORT BEND COUNTY ROAD DISTRICT NO. 1)

R E C I T A L S

Fort Bend Parkway Road District (formerly Fort Bend County Road District No. 1) was created by Order of the Commissioners Court of Fort Bend County, Texas on October 16, 1989.

At an election held on January 20, 1990, the qualified voters in Fort Bend Parkway Road District (the "District") authorized the Commissioners Court to issue $4,500,000 road bonds of the District (the "Bonds") for the purposes of paying the cost of the acquisition of rights-of-way and a portion of the cost of design and construction of State Highway 122 (the "Fort Bend Parkway"), a controlled-access highway, serving the District.

The person or entity executing this Waiver as owner (the "Owner") of the property described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") has determined that the Property will be greatly benefited by the construction of the Fort Bend Parkway.

The Property is presently designated by the Fort Bend County Central Appraisal District for its agricultural use and is appraised for purposes of ad valorem taxation by taxing entities in Fort Bend County at its value based on the land capacity to produce agricultural products pursuant to the provisions of Chapter 23 Property Tax Code.

Much of the other land within the District is also designated for agricultural use and appraised at its value based on that land's capacity to produce agricultural products.

Unless the owners of property in the District agree to waive their right of special appraisal for agricultural use as to the District, the District does not have adequate value for tax purposes to sell the Bonds at favorable interest rates.

Owner has determined that it is to its benefit and will increase the value of the Property if the Fort Bend Parkway is constructed by the Texas Department of Highways and Public Transportation and that it is to Owner's benefit to waive its right to special appraisal for agricultural use for taxation by the District.

Sections 23.20 and 23.21, Vernon's Texas Property Code, authorize a property owner to waive its right to special appraisal of property as to one taxing unit without waiving its right to special appraisal as to other taxing units.

THEREFORE, FOR AND IN CONSIDERATION OF PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Owner agrees to waive its right to special appraisal of the Property provided by Subchapters C, D, E, F or G of Chapter 23, Texas Property Code, as to the District, for the tax year 1990 and for each tax year thereafter until the occurrence of the earlier of the following events:

   a. the Bonds of the District including any refunding bonds have been paid in full; or

   b. tax year 2015.

   The Owner further agrees that the District may levy ad valorem taxes on the Property and any improvements thereon or additions thereto at fair market value as determined by the Texas Property Tax Code during this period.

2. Owner's waiver of the right to special appraisal shall be a waiver of the right of special appraisal solely for the District and shall not be deemed to constitute a waiver of the right to special appraisal provided by Subchapters C, D, E, F or G of the Property Tax Code as to Fort Bend County or any other municipal corporation or political subdivision in Fort Bend County other than the District.

3. This Waiver shall be binding upon the Owner and any successor to the Owner of all or any part of the Property and may not be revoked except on the approval of the Commissioners Court of Fort Bend County and then only on the finding by the Commissioners Court of Fort Bend County that the revocation of the Waiver would not materially impair the Bonds or other contractual debt obligations of the District payable wholly or partially from ad valorem taxes.

4. The District agrees to use its best efforts to sell the Bonds from time to time, to complete the design of the Fort Bend Parkway and the acquisition of the required right-of-way for the Fort Bend Parkway. The District further agrees to use its best efforts to cause the Texas Department of Highways and Public Transportation to construct the Fort Bend Parkway to serve the area within the District.

AS PER ORIGINAL

The Waiver shall not constitute a change of use of the Property or diversion of the Property to another use for purposes of imposition of additional taxes under Subchapters C, D, E, F or G of Chapter 23 of the Texas Property Code.

This Waiver is executed for the benefit of the District, the other property owners and taxpayers in the District and owners and holders of the Bonds of the District from time to time.

OWNER

By: _____

FORT BEND PARKWAY ROAD DISTRICT

By: _____
County Judge

STATE OF ~~TEXAS~~ CALIFORNIA §
§
COUNTY OF SANTA BARBARA §

This instrument was acknowledged before me on April 30, 1990 by William Wayne.

OFFICIAL SEAL
LAURA GRIFFIN
NOTARY PUELIC - CALIFORNIA
SANTA BARBARA COUNTY
My comm. expires NOV 9, 1992

(SEAL)

_____
Notary Public in and for
The State of ~~Texas~~ California

Laura Griffin
(Printed or Typed Name of Notary)

My Commission Expires:

November 9, 1992

0189:2891
\FBRD1\AGWAIVER

STATE OF TEXAS §
§
COUNTY OF FORT BEND COUNTY §

This instrument was acknowledged before me on May 8, 1990 by Jodie E. Stavinoha, the County Judge of Fort Bend County, representing the governing body of the Fort Bend Parkway Road District.

Sharon A. Chapman
Notary Public in and for
The State of Texas

(Printed or Typed Name of Notary)

My Commission Expires:
6-4-91

NOTARY PUBLIC STATE OF TEXAS
SHARON A. CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-4-91
(SEAL)

0189:2891
\FBRD1\AGWAIVER

EXHIBIT A-1

AS PER ORIGINAL

A Field Note Description of 106.70 Acres of Land out of the Lela D. Stokes and Harry H. McCurdy Tract described in Volume 191, page 345, Deed Records, and being in the Moses Shipman League, Abstract 86, Fort Bend County, Texas.

For Connection. Begin at a point marking the intersection of the South line of Trammell-Fresno Road and the Northeast line of State Highway No. 6 (100 feet wide); THENCE, North 89° 21' 10" East, 86.3 feet along the South line of said Trammell-Fresno Road to a corner post found marking the Northwest corner of and place of beginning for this Tract;

THENCE, North 89° 21' 10" East, along the South line of Trammell-Fresno Road, 4975.53 feet to a point being the Northeast corner of this Tract;

THENCE, South 0° 38' 50" East, pass pipelines, in all 1864.18 feet to a point being the Southeast corner of this Tract;

THENCE, along the Northeast line of said State Highway No. 6, with a curve to the left with the following data: Delta = 5° 32' 21"; Radius = 5780 fee Length = 558.79 feet; at 484.49 feet pass Coastal States Pipeline, at 486.4 feet pass another Coastal States Pipeline, at 498.49 feet pass the Old Sinc Pipeline, at 504.49 feet pass the Old Telephone Line, in all 558.79 feet to concrete monument found marking the point of tangency of said curve;

THENCE, North 70° 43' West, 4753.12 feet along a fence line along the Nort east line of Highway No. 6 to a corner post for the Southwest corner of thi Tract;

THENCE, North 14° 23' East, 29.52 feet along a fence line to the place of beginning and containing 106.70 Acres of Land, save and except 7.2458 Acres of Land described in Addendum I attached hereto, 1.2632 Acres of Land described in Addendum II attached hereto, and 0.2571 Acres of Land described i Addendum III attached hereto.

Lexington Development Co.
Tract 1
7.2458 Acres

Moses Shipman League
Abstract No. 86

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES AND BOUNDS DESCRIPTION of a 7.2458 acre (315,629 square feet) tract of land, situated in the Moses Shipman League, Abstract No. 86, Fort Bend County, Texas, and being out of that certain called 106.70 acre tract described in Volume 191, Page 345 in the Fort Bend County Deed Records. Said 7.2458 acre tract being more particularly described as follows:

BEGINNING at a 1-inch iron pipe (with cap stamped "Cotton Surveying") set at the most northwest corner of said 106.7 acre tract and being on the south right-of-way line of Trammel-Fresno Road (varying width);

THENCE, South 89° 51' 55" East, 1320.29 feet along said south right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 20° 03' 55" West, 469.39 feet leaving said south right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, South 65° 03' 55" West, 14.14 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set on the north right-of-way line of State Highway 6, for corner;

THENCE, North 69° 56' 05" West, 1228.74 feet along said north right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, North 15° 15' 10" East, 29.43 feet leaving said north right-of-way line to the POINT OF BEGINNING, CONTAINING 7.2458 acres of land in Fort Bend County, Texas.

June 3, 1987
JDW/cc044

ADDENDUM I

Lexington Development Co.
Tract 1-A
1.2632 acres

41 2166

AS PER ORIGINAL

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES AND BOUNDS DESCRIPTION of a certain 1.2632 acre (55,027 square feet) tract of land situated in the Moses Shipman League, Abstract No. 86, Fort Bend County, Texas; being a portion of a called 106.70 acre tract described in Volume 191, Page 345 of the Fort Bend County Deed Records. Said 1.2632 acre tract being more particularly described as follows:

COMMENCING at a 1-inch iron pipe (with cap stamped "Cotton Surveying") set at the northwest corner of said 106.70 acre tract, said iron pipe being in the south line of Trammel-Fresno Road (R.O.W. varies);

THENCE, South 89° 51' 55" East, 1320.29 feet along the said south line of Trammel-Fresno Road, to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set the POINT OF BEGINNING of the herein described 1.2632 acre tract;

THENCE, South 89° 51' 55" East, 117.01 feet continuing along said south line to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, South 20° 03' 55" West, 509.28 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, South 24° 56' 05" East, 14.14 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set in the northerly line of State Highway 6 (100-foot R.O.W.);

THENCE, North 69° 56' 05" West, 130.00 feet along said northerly line to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, North 65° 03' 55" East, 14.14 feet to a 1-inch iron pipe (with cap stamped "Cotton Surveying"), set;

THENCE, North 20° 03' 55" East, 469.39 feet to the POINT OF BEGINNING, CONTAINING 1.2632 acres of land in Fort Bend County, Texas.

June 3, 1987
MGH/cc011

ADDENDUM II

Lexington Development Co.
Tract 1-B
0.2571 Acres

Moses Shipman League
Abstract No. 85

STATE OF TEXAS §

COUNTY OF FORT BEND §

A METES AND BOUNDS DESCRIPTION of a 0.2571 acre (11,200 square feet) tract of land, situated in the Moses Shipman League, Abstract No. 86, Fort Bend County, Texas, and being out of that certain 106.70 acre tract described in Volume 191, Page 345 of the Fort Bend County Deed Records. Said 0.2571 acre tract being more particularly described as follows:

COMMENCING at the most northwest corner of said 106.70 acre tract located on the south right-of-way line of Trammel-Fresno Road (varying width);

THENCE, South 89° 51' 55" East, 366.70 feet along said south right-of-way line to a point on the proposed northeasterly right-of-way line of State Highway 6 (225-foot wide);

THENCE, South 69° 56' 05" East, 1097.37 feet along said proposed northeasterly right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for the POINT OF BEGINNING;

THENCE, North 24° 56' 05" West, 14.14 feet leaving said proposed northeasterly right-of-way line to a 1-inch iron pipe (with cap stamped "Cotton Surveying") set for corner;

THENCE, North 20° 03' 55" East, 140.00 feet to a point for corner;

THENCE, South 24° 56' 05" East, 212.13 feet to a point on the aforementioned proposed northeasterly right-of-way line of State Highway 6, for corner;

THENCE, North 69° 56' 05" West, 140.00 feet along said proposed northeasterly right-of-way line to the POINT OF BEGINNING, CONTAINING 0.2571 acre in Fort Bend County, Texas.

June 3, 1987
Revised: June 15, 1987
Revised: January 12, 1988
JDW/cc015

ADDENDUM III

**WAIVER OF AGRICULTURAL USE APPRAISAL
AS TO FORT BEND PARKWAY ROAD DISTRICT
(FORMERLY FORT BEND COUNTY ROAD DISTRICT NO. 1)**

R E C I T A L S

Fort Bend Parkway Road District (formerly Ford Bend County Road District No. 1) was created by Order of the Commissioners Court of Fort Bend County, Texas on October 16, 1989.

At an election held on January 20, 1990, the qualified voters in Fort Bend Parkway District (the "District") authorized the Commissioners Court to issue $4,500,000 road bonds of the District (the "Bonds") for the purposes of paying the cost of the acquisition of rights-of-way and a portion of the cost of design and construction of State Highway 122 (the "Fort Bend Parkway"), a controlled-access highway, serving the District.

The person or entity executing this Waiver as owner (the "Owner") of the property described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") has determined that the Property will be greatly benefited by the construction of the Fort Bend Parkway.

The Property presently is not designated by the Fort Bend County Central Appraisal District for its agricultural use and is appraised for purposes of ad valorem taxation by taxing entities in Fort Bend County at its fair market value.

Much of the other land within the District is designated for agricultural use and appraised at its value based on that land's capacity to produce agricultural products.

Unless the owners of property in the District agree to waive their right of special appraisal for agricultural use as to the District, the District does not have adequate value for tax purposes to sell the Bonds at favorable interest rates.

Owner has determined that it is to its benefit and will increase the value of the Property if the Fort Bend Parkway is constructed by the Texas Department of Highways and Public Transportation and that it is to Owner's benefit to waive its right to special appraisal for agricultural use for taxation by the District.

Sections 23.20 and 23.21, Vernon's Texas Property Code, authorize a property owner to waive its right to special appraisal of property as to one taxing unit without waiving its right to special appraisal as to other taxing units.

THEREFORE, FOR AND IN CONSIDERATION OF PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Owner agrees to waive its right to special appraisal of the Property provided by Subchapters C, D, E, F and G of Chapter 23, Texas Property Code, as to the District, for the tax year 1990 and for each tax year thereafter until the occurrence of the earlier of the following events:

   a. the Bonds of the District including any refunding bonds have been paid in full; or

   b. tax year 2000.

   The Owner further agrees that the District may levy ad valorem taxes on the Property and any improvements thereon or additions thereto at fair market value as determined by the Texas Property Tax Code during this period.

2. Owner's waiver of the right to special appraisal shall be a waiver of the right of special appraisal solely for the District and shall not be deemed to constitute a waiver of the right to special appraisal provided by Subchapters C, D, E, F or G of the Property Tax Code as to Fort Bend County or any other municipal corporation or political subdivision in Fort Bend County other than the District.

3. This Waiver shall be binding upon the Owner and any successor to the Owner of all or any part of the Property and may not be revoked except on the approval of the Commissioners Court of Fort Bend County and then only on the finding by the Commissioners Court of Fort Bend County that the revocation of the Waiver would not materially impair the Bonds or other contractual debt obligations of the District payable wholly or partially from ad valorem taxes.

4. The District agrees to use its best efforts to sell the Bonds from time to time, to complete the design of the Fort Bend Parkway and the acquisition of the required right-of-way for the Fort Bend Parkway. The District further agrees to use its best efforts to cause the Texas Department of Highways and Public Transportation to construct the Fort Bend Parkway to serve the area within the District.

The Waiver shall not constitute a change of use of the Property or diversion of the Property to another use for purposes

AS PER ORIGINAL

of imposition of additional taxes under Subchapters C, D, E, F and G of Chapter 23 of the Texas Property Code.

This Waiver is executed for the benefit of the District, the other property owners and taxpayers in the District and owners and holders of the Bonds of the District from time to time.

OWNER

SENIOR ROAD TOWER GROUP

By: _____
James Bell,
Chairman, Executive Committee

FORT BEND PARKWAY ROAD DISTRICT

By: Judi E. Stavinoha
County Judge

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on 4-27, 1990 by James Bell, Chairman of the Executive Committee of SENIOR ROAD TOWER GROUP, a Texas general partnership, on behalf of said partnership.

Elfreda Collier
Notary Public in and for
The State of Texas

Elfreda Collier
(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:
9-15-92

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on May 8, 1990 by Jodie E. Stavinoha, the County Judge of Fort Bend County, representing the governing body of the Fort Bend Parkway Road District.

Sharon A. Chapman
Notary Public in and for
The State of Texas

(Printed or Typed Name of Notary)

My Commission Expires:

6-4-91

NOTARY PUBLIC STATE OF TEXAS
SHARON A. CHAPMAN
Notary Public, State of Texas
My Commission Expires 6-4-91
(SEAL)

c:96-CMBE\1Ag-Wvr.FBP

jt Ex #1 13 COMPARED

74128

DEED

VOL 992 PAGE 31

41 2172

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT The Milford Rivet & Machine Co., hereinafter referred to as "Grantor", for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations to it cash in hand paid by Senior Road Tower Group, a Texas general partnership, hereinafter called "Grantee", of Harris County, Texas, the receipt of which is hereby acknowledged, does by these presents, GRANT, SELL and CONVEY unto Grantee, subject to the terms and provisions hereof, all of that certain parcel of land situated in Fort Bend County, Texas, described as follows:

The surface estate only of the land and premises more particularly described in Exhibit "A" attached hereto, being a 79.9242 acre tract of land in the Hicks Shropshire Survey, A-313, Fort Bend County, Texas.

This conveyance is made subject to the rights of lessees under validly existing mineral leases, if any, of the above described property to use the surface of the above described property for all reasonable purposes consistent with their right to explore for and develop the minerals in and under said property; and is further subject to the following easements and matters of record in the Deed Records of Fort Bend County, Texas:

1. Easement for pipeline purposes as granted to Pan American Gas Company by instrument recorded in Volume 490, Page 617, of the Deed Records of Fort Bend County, Texas. This easement is 30 feet wide and cuts across northeasterly corner of subject property. It then re-enters subject property and cuts across a southerly northeasterly corner.

2. Unlocated easement for pipeline purposes as granted to Houston Pipeline Company by instrument recorded in Volume 205, Page 189, of the Deed Records of Fort Bend County, Texas.

3. Easement for underground telecommunication systems and lines over a 15-foot by 50-foot strip of land along F.M. 2234 granted to Southwestern Bell Telephone Company by U. S. Communication of Texas, Inc., as evidenced by instrument recorded in Volume 611, Page 137, of the Deed Records of Fort Bend County, Texas.

4. Easement for public utilities across two portions of the subject property recorded in Volume 611, Page 303, of the Deed Records of Fort Bend County, Texas, from U. S. Communications of Texas, Inc., to Houston Lighting and Power Company.

5. Alley, approximately 20 feet by 1126.62 feet, as shown on plat of Blue Ridge Oil Field Subdivision A, recorded in Volume 1, Page 5, of the Map Records of Fort Bend County, Texas.

6. An easement granted to Houston Lighting and Power Company for distribution lines, is 10 feet in width along the east property line and an unobstructed aerial easement 20 feet wide from a plane 20 feet above the ground upward centered on the easement, located as described above, and there is also granted the right to install a down guy projecting west a distance of 55 feet from the aforementioned angle point described under Parcel "B" hereinabove, and there is also granted the right to extend service lines east across the existing 30-foot wide private roadway to the east property line as set forth in instrument recorded in Volume 448, Page 557, Deed Records of Fort Bend County, Texas.

7. ~~An easement granted to Houston Lighting and Power Company distribution lines, is 10 feet along the east property line and an unobstructed aerial easement 5 feet wide from a plane 20 feet above the ground upward lying adjacent to the abovementioned easement, as set forth in instrument recorded in Volume 448, Page 558, Deed Records of Fort Bend County, Texas.~~

8. All of the oil, gas and other minerals reserved by prior owners as set out in deed from Bassett Blakely to the Texas Company, dated November 9, 1920, and recorded in Volume 87, Page 583, of the Deed Records of Fort Bend County, Texas.

9. Mineral deed dated May 18, 1981, recorded in Volume 971, Page 821, of the Deed Records of Fort Bend County, Texas.

All ad valorem taxes of every kind and character whatsoever levied or imposed upon the property hereby conveyed for the year 1981 have been prorated between Grantor and Grantee as of the effective date of this deed.

41 2174

TO HAVE and TO HOLD, subject to the terms and provisions hereof, the surface estate of the hereinabove described land and premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, subject to the terms and provisions hereof, to warrant and forever defend all and singular said surface estate of the said land and premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EFFECTIVE the 20th day of August, 1981.

THE MILFORD RIVET & MACHINE CO.

By Frederick F. Schauder
Frederick F. Schauder ~~President~~
Treasurer

THE STATE OF Connecticut §
§
COUNTY OF Fairfield §

BEFORE ME, the undersigned authority, on this day personally appeared Frederick F. Schauder, ~~President of~~ Treasurer of THE MILFORD RIVET & MACHINE CO., know to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of August, 1981.

David Biondi
Notary Public in and for
Fairfield County Connecticut

My Commission Expires:

My Commission Expires April 1, 1983

DAVID BIONDI NOTARY PUBLIC CONNECTICUT (SEAL)

HOLD FOR
AMERICAN TITLE COMPANY
2571058 dvid

AS PER ORIGINAL

DEED
VOL 992 PAGE 34

EXHIBIT "A"

41 2175

METES AND BOUNDS DESCRIPTION
75.9242 ACRES OF LAND OUT OF
HICKS SHROPSHIRE SURVEY, A-313
FORT BEND COUNTY, TEXAS

All that certain 75.9242 acres of land in the Hicks Shropshire Survey, A-313, Fort Bend County, Texas, and being a portion of that certain 153.48 acre tract described in deed from Bassett Blakely to The Texas Company (now Texaco, Inc.) recorded in Volume 87, Page 583 Brazoria County Deed Records, said 75.9242 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 3" X 3" concrete monument marking the most southerly southeast corner of that certain called 75.925 acres of land described in a deed dated 9-9-1968 from Texaco, Inc. to U. S. Communications of Texas, Inc. recorded in Volume 506, Page 665 Fort Bend County Deed Records;

THENCE N 89° 36' 32" W - 2,391.22', along the most southerly south line of said 153.48 acre tract, to a 5/8" iron rod for corner;

THENCE N 00° 19' 57" E - 2,057.47', along the west line of said 153.48 acre tract, to a brass cap in concrete for corner;

THENCE N 89° 57' 39" E - 49.97', along the south right-of-way line of McHard Road (FM 2234) (100' wide), to a 3/4" iron pipe for corner;

THENCE S 00° 07' 26" W - 428.14' to a 3/4" iron pipe for corner;

THENCE S 89° 36' 36" E - 1,034.52' to a 1" iron pipe at the southwest corner of Lot 1, Block 16 of Subdivision "A" of the Hicks Shropshire Survey as per map recorded in Plat Book 1, Page 5, of the records of Fort Bend County, Texas;

THENCE S 89° 15' 58" E - 435.78', along the south line of said Lot 1, Block 16, to a 1/2" iron pipe marking the southeast corner of said Lot 1, Block 16, and the northwest corner of Lot 2, Block 13, of said subdivision;

THENCE S 00° 20' 46" W - 500.21', along the west line of Lots 2, 3, 4 and 5, Block 13, and the west line of Lot 1, Block 12, of said subdivision, to a 3/4" iron pipe for corner;

THENCE S 89° 34' 39" E - 434.75', along the south line of said Lot 1, Block 12, to a 1/2" iron pipe for corner, being the southeast corner of said Lot 1, Block 12 and the northwest corner of Lot 2, Block 3, of said subdivision;

THENCE S 00° 23' 33" W - 399.99', along the west line of Lots 2, 3, 4 and 5, Block 3, to a 1/2" iron bolt for corner, being the southwest corner of said Lot 5, Block 3;

THENCE S 89° 36' 06" E - 435.73', along the south line of said Lot 5, Block 3, to a 1" iron bar for corner, being the southeast corner of said Lot 5, Block 3 in the most southerly east line of said Shropshire Survey;

THENCE S 00° 18' 25" W - 513.54', along said southerly east line of the Shropshire Survey, to a 2" iron pipe for corner;

THENCE S 00° 32' 20" W - 213.09', continuing along said southerly east line of Shropshire Survey, to the POINT OF BEGINNING and containing 75.9242 acres of land, more or less.

WAIVER OF AGRICULTURE USE APPRAISAL AS TO FORT BEND PARKWAY ROAD DISTRICT (FORMERLY FORT BEND COUNTY ROAD DISTRICT NO. 1)

R E C I T A L S

Fort Bend Parkway Road District (formerly Fort Bend County Road District No. 1) was created by Order of the Commissioners Court of Fort Bend County, Texas on October 16, 1989.

At an election held on January 20, 1990, the qualified voters in Fort Bend Parkway Road District (the "District") authorized the Commissioners Court to issue $4,500,000 road bonds of the District (the "Bonds") for the purposes of paying the cost of the acquisition of rights-of-way and a portion of the cost of design and construction of State Highway 122 (the "Fort Bend Parkway"), a controlled-access highway, serving the District.

The Hermann Trust, a charitable trust created under the Will of George H. Hermann, Deceased, also known as The Hermann Hospital Estate (the "Owner") of the tracts of land designated as 5, 5A, 5B, 5C, and 5D on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property") has determined that the Property will be greatly benefited by the construction of the Fort Bend Parkway.

The Property is presently designated by the Fort Bend County Central Appraisal District for its agricultural use and is appraised for purposes of ad valorem taxation by taxing entities in Fort Bend County at its value based on the land capacity to produce agricultural products pursuant to the provisions of Chapter 23 Property Tax Code.

Much of the other land within the District is also designated for agricultural use and appraised at its value based on that land's capacity to produce agricultural products.

Unless the owners of property in the District agree to waive their right of special appraisal for agricultural use as to the District, the District does not have adequate value for tax purposes to sell the Bonds at favorable interest rates.

Owner has determined that it is to its benefit and will increase the value of the Property if the Fort Bend Parkway is constructed by the Texas Department of Highways and Public Transportation and that it is to Owner's benefit to waive its right to special appraisal for agricultural use for taxation by the District.

Sections 23.20 and 23.21, Vernon's Texas Property Code, authorize a property owner to waive its right to special appraisal of property as to one taxing unit without waiving its right to special appraisal as to other taxing units.

THEREFORE, FOR AND IN CONSIDERATION OF PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Owner agrees to waive its right to special appraisal of the Property provided by Subchapters C, D, E, F or G of Chapter 23, Texas Property Code, as to the District, for the tax year 1990 and for each tax year thereafter until the occurrence of the earlier of the following events:

   a. the Bonds of the District including any refunding bonds have been paid in full; or

   b. tax year 2015.

   The Owner further agrees that the District may levy ad valorem taxes on the Property and any improvements thereon or additions thereto at fair market value as determined by the Texas Property Tax Code during this period.

2. Owner's waiver of the right to special appraisal shall be a waiver of the right of special appraisal solely for the District and shall not be deemed to constitute a waiver of the right to special appraisal provided by Subchapters C, D, E, F or G of the Property Tax Code as to Fort Bend County or any other municipal corporation or political subdivision in Fort Bend County other than the District.

3. This Waiver shall be binding upon the Owner and any successor to the Owner of all or any part of the Property and may not be revoked except on the approval of the Commissioners Court of Fort Bend County and then only on the finding by the Commissioners Court of Fort Bend County that the revocation of the Waiver would not materially impair the Bonds or other contractual debt obligations of the District payable wholly or partially from ad valorem taxes.

4. The District agrees to use its best efforts to sell the Bonds from time to time, to complete the design of the Fort Bend Parkway and the acquisition of the required right-of-way for the Fort Bend Parkway. The District further agrees to use its best efforts to cause the Texas Department of Highways and Public Transportation to construct the Fort Bend Parkway to serve the area within the District.

AS PER ORIGINAL

The Waiver shall not constitute a change of use of the Property or diversion of the Property to another use for purposes of imposition of additional taxes under Subchapters C, D, E, F or G of Chapter 23 of the Texas Property Code.

This Waiver is executed for the benefit of the District, the other property owners and taxpayers in the District and owners and holders of the Bonds of the District from time to time.

Each person, who executes this Waiver as a Trustee of The Hermann Trust, acts exclusively in such fiduciary capacity and any effect on, or liability of, such person under or on account of this Waiver shall be limited to such person in said fiduciary capacity.

THE HERMANN TRUST

By _____
(Walter M. Mischer)

By _____
(Leonel J. Castillo)

By _____
(John S. Chase)

By _____
(Melinda H. Perrin)

By _____
(Mark W. White)

By _____
(David G. Eller) and

By _____
(Elizabeth L. Ghrist)
Trustees

FORT BEND PARKWAY ROAD DISTRICT

By: _____
County Judge

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 30, 1990 by Walter M. Mischer.

Linda Ridgeway
Notary Public in and for
The State of Texas

LINDA RIDGEWAY
(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:

LINDA RIDGEWAY
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 8 1992

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 30, 1990 by Leonel J. Castillo.

Linda Ridgeway
Notary Public in and for
The State of Texas

LINDA RIDGEWAY
(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:

LINDA RIDGEWAY
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 8, 1992

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on April 30, 1990 by John S. Chase.

Linda Ridgeway
Notary Public in and for
The State of Texas

LINDA RIDGEWAY
(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:

LINDA RIDGEWAY
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 8 1992

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on April 30, 1990 by Melinda H. Perrin.

Linda Ridgeway
Notary Public in and for
The State of Texas

LINDA RIDGEWAY
(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:

LINDA RIDGEWAY
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 5, 1992

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 30, 1990 by Mark W. White.

Linda Ridgeway
Notary Public in and for
The State of Texas

LINDA RIDGEWAY
(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:

LINDA RIDGEWAY
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 3, 1992

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 30, 1990 by David G. Eller.

Linda Ridgeway
Notary Public in and for
The State of Texas

LINDA RIDGEWAY
(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:

LINDA RIDGEWAY
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 3, 1992

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on April 30, 1990 by Elizabeth L. Ghrist.

Linda Ridgeway
Notary Public in and for
The State of Texas

LINDA RIDGEWAY
(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:

LINDA RIDGEWAY
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JUNE 3, 1992

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on May 8, 1990 by Jodie E. Stavinoha, the County Judge of Fort Bend County, representing the governing body of the Fort Bend Parkway Road District.

Sharon A. Chapman
Notary Public in and for
The State of Texas

(Printed or Typed Name of Notary)

(SEAL)

My Commission Expires:

6-4-91

EXHIBIT "A"
TO
WAIVER OF AGRICULTURE USE APPRAISAL
AS TO FORT BEND PARKWAY ROAD DISTRICT

DESCRIPTION OF THE HERMANN TRUST PROPERTY

Being all of the property designated as Tracts 5, 5A, 5B, 5C, and 5D on the Fort Bend Parkway Road District map attached hereto and comprising of the Fort Bend Parkway Road District as created by the Commissioners Court of Fort Bend County, Texas, on October 16, 1989.

41 2184

AS PER ORIGINAL

4450.2303 Acres

Comprised of 2452.5103 acres in the Elijah Roark Survey, Abst. No. 77; 442.4714 acres in the David Bright Survey, Abst. No. 13; 747.4849 acres in the Hicks Shropshire Survey, Abst. No. 313; 378.7562 acres in the T. W. Thompson Survey, Abst. No. 335; 388 acres in the Thos. Barnett League, Abst. No. 7, and 41.008 acres in the Moses Shipman League, Abst. No. 86, all in Fort Bend County, Texas, and more fully described as follows:

Tract "One" 211.3826 Acres

A tract of land containing 211.3826 acres in the Elijah Roark Survey, Abst. No. 77, Fort Bend County, Texas. Being out of that certain 280 acre tract described in deed dated September 24, 1917, from T. Martin et us, to John S. Stewart, et al, Executors of the Estate of Geo. H. Hermann, deceased, and recorded in Vol. 75, pg. 526 of Deed Records of Fort Bend County, Texas. Said 280 acre tract of land is known as designated as Lot No. 3 in the partition of the D. J. DeWalt Est.

Beginning at the northwest corner of said 280 acre tract, a point in the East right-of-way of a County Road.

Thence 50° 00' 20" E along said right-of-way line 2168.70 ft. to the southwest corner of said 280 acre tract.

Thence ~~S89°~~ S89° 30' 41" E along the South line of said 280 acre tract 4807.53 ft. to a point in the southwest right-of-way line of State Highway No. 6.

Thence N 26° 48' W with said Right-of-way line 611.33 ft. to a corner of said right-of-way.

Thence continuing with said right-of-way line 563° 12' W 70ft. to an angle or corner of said right-of-way.

Thence continuing with said right-of-way line N 26° 48' W 900 ft. to a corner of said right-of-way.

Thence continuing with said right-of-way line N 63° 12 E 30 ft. to a corner of said right-of-way.

Thence continuing with said right-of-way line N 26° 48' W 800 ft. to a corner of said right-of-way.

Thence continuing with said Right-of-way line N 63° 12' E 140 ft. to a corner of said right-of-way.

Thence continuing with said right-of-way line N 26° 48' W 122.27 ft. to the intersection of said right-of-way line with the North line of said 280 acre tract.

Thence N 89° 58' 47" W with said North line ~~2804.08~~ 3,804.08 ft. to the place of beginning, containing 211.3826 acres of land.

Subject to Pipeline Easement conveyed to Gulf Oil Corp. recorded in Vol. 315, pg. 629 of the Deed Records of Fort Bend County, Texas.

"Second" Tract 101.621 Acres.

A tract of land containing 101.621 acres in the Elijah Roark Survey, Abst. No. 77, Fort Bend County, Texas. Being out of and a part of that certain 722 acre tract conveyed by deed dated Sept. 24, 1917, from T. Martin, et us, to John S. Stewart, et al, Executors of the Estate of George H. Hermann, deceased, recorded in Vol. 75 page 526 of the Deed Records of Fort Bend County, Texas.

Beginning at the intersection of the East Bank of Oyster Creek, with the South right-of-way line of State Highway No. 6.

Thence in a southeasterly direction following the said East Bank of Oyster Creek with all of its meanders to its intersection with the South line of said 722 acre tract, same being the South line of said Roark Survey.

Thence with said line N 89° 59' 21" E 2278.13 ft. to the southwest corner of the Bessie C. Senior 3 acre tract.

Thence N 0° 00' 39" W with the west line of said tract 309.55 ft. to a point in the southwest right-of-way line of said State Highway No. 6, the northwest corner of said 3 acre tract.

Thence with the southwest right-of-way line of said Highway N 70° 00' W 497.65 ft. to an angle in said right-of-way line.

Thence continuing with said right-of-way line N 77° 49' 45" W 403.76 ft. to an angle in said right-of-way line.

Thence continuing with said right-of-way line N 70° 00'W 1100 ft. to an angle in said right-of-way line.

Thence continuing with said right-of-way line N 60° 04' 25" W 203.04 ft. to an angle in said right-of-way line.

Thence continuing with said right-of-way line N 70° 00' W 600 ft. to an angle in said right-of-way line.

Thence continuing with said right-of-way line N 80° 23' 20" W 304.99 ft. to an angle in said right-of-way line.

Thence continuing with said right-of-way line N 70° 00' W 1147.03 ft. to the beginning of a curve to the left.

Thence continuing with said right-of-way line following the arc of a curve to the left, having a radius of 2739.79 ft., a central angle of 19° 17', a distance of 920.1 ft. to the end of said curve.

Thence continuing with said right-of-way line N 89° 17' W 181.52 ft. to the place of beginning, containing 103.190 acres of land; less 1.569 acres in Road right-of-way off of the south side of the above described tract of land, leaving a net of 101.621 acres of land.

"Third" tract of 4.330 Acres

A tract of land containing 4.330 acres in the Elijan Roark Survey, Abst. No. 77, Fort Bend County, Texas, being out of that certain 772 acre tract conveyed by deed dated September 24, 1917, from T. Martin, et us, to John S. Stewart, et al, Executors of the estate of George H. Hermann, deceased, recorded in Vol. 75, page 526 of the Deed Records of Harris County, Texas.

Beginning at the intersection of the south right-of-way line of State Highway No. 6, with the northeast right-of-way line of the Sugarland Railroad.

Thence 526°15' E with said railroad right-of-way 1143.89 ft. to the beginning of a curve to the right.

Thence continuing with said right-of-way line following the arc of a curve to the right, having a radius of 2904.79 ft. a central angle of 14° 10', a distance of 718.23 ft. to the end of said curve.

Thence continuing with said right-of-way line 522° 05' E 126.23 ft. to corner of Johnson Land.

Thence with the north line of said Johnson land N 67° 01' E 340.65 ft. to a point on the West bank of Oyster Creek.

Thence in a northwesterly direction with all of the meanders of said west bank to its intersection with the south right-of-way line of said State Highway No. 6.

Thence in a westerly, northerly and westerly direction with the several courses of said State Highway right-of-way line to the place of beginning, containing 4.330 acres of land.

Tract "Four" - 1828.7454 Acres

A tract of land containing 1828.7454 Acres in the Elijah Roark Survey Abst. No. 77, Fort Bend County, Texas. Said 1828.7454 acre tract is comprised of the following tract described in deed dated Sept.24, 1917, from T. Martin, et us, to John S. Stewart, et al, Executors of the estate of George H. Hermann, deceased and recorded in Vol. 75, page 526 of the Deed Records of Fort Bend County, Texas.

(a) 227.15 acres described as "Second tract in above described deed.

(b) part of 80 acre tract described a 2nd. tract in "Third" tract in above described deed.

(c) 356.5 acres described as "Fourth" tract in above described deed.

(d) 263.13 acres described as fifth tract in above described deed.

(e) part of 772 acre tract described as 1st. tract in "sixth" tract in above described deed.

(f) 29.4 acre tract described as 2nd. tract of "sixth" tract in above described deed.

(g) 80 acres described as "Eleventh" tract in above described deed.

(h) part of 216.9 acre described as "First" tract in above described deed

(i) 389.5 acres described in Trust Deed dated Sept. 11, 1913, from T. Martin, et ux, to Henry P. Drought, Trustee, and recorded in Vol. "V", page 598 of the Deed of Trust Records in Fort Bend County, Texas.

Said 1828.7454 acre tract being more fully described as follows:

Beginning at the intersection of old fence on the west bank of Oyster Creek with the north line of said Roark Survey.

Thence in a coutheasterly and southerly direction following the meanders of old fence on the west bank of Oyster Creek with all of its meanders to the north right-of-way line of State Highway No. 6.

Thence with the various courses and distances of said right-of-way line as follows.589° 17' E 367.75 ft.; following the arc of a curve to the right, having a radius of 2989.79 ft., a central angle of 19° 17'; a distance of 1006.24 ft.; 570° 00' E 1147.03 ft.; 559.36'40" E 304.99 ft.; 570° 00' E 600 ft; 579° 55' 35" E 203.04 ft.; 570° 00'E 1100 ft.; 562° 10' 15" E 403.76 ft.; 570° E, 1767.21 ft. to the intersection of said right-of-way line with the south line of said Roark Survey.

Thence 589° 53' E with said survey line 5118.07 ft. to the southwest corner of a tract of land (called 100 acres) and described in Deed to Hermann Hospital Estate, recorded in Vol. 463, Page 555, of the Deed Records of Fort Bend County, Texas.

Thence N 0° 15' 32" E along the west line [illegible] tract 2605.11 ft. to its northwest corner.

Thence [illegible] 100 acre tract 1650 ft. to its northeast corner.

Thence 50° 15' 32" W along the East line of said 100 acre tract 2583.55 ft. to its southeast corner in the south line of said Roark Survey.

Thence 589° 53' E along said survey line 1324.81 ft. to the southeast corner of Lot 9 of the Cochran and McCluer subdivision.

Thence in a northerly direction with old fence on the East line of lots 9, 6 and 3 of said subdivision 6506.29 ft. to the northeast corner of said Lot 3 in the North line of said Roark Survey.

Thence N 89° 53' W with said survey line 305714 ft. to the southeast corner of the Hicks-Shropshire Survey.

Thence N89° 48' 41" W with common line between the Shropshire and Roark Survey 4705.29 ft. to the southwest corner of said Shropshire Survey.

Thence 589° 58' 21" W along common line between said Roark Survey and the David Bright Survey 8132.81 ft. to the place of beginning, containing 1850.4328 acres; less 14.6356 acres in Road on the North side of above described tract and less 5.8003 acres in Road on the south side of above described tract, and less 1.2515 acres in cemetery, leaving a net of 1828.7454 acres of land.

Tract "Five" 209.8713 Acres

A tract of land containing 209.8713 acres in the Elijah Roark Survey, Abst. No. 77, Ft. Bend County, Texas, Being all of that certain 113.94 acres described as "seventh" tract in deed dated Sept. 24, 1917, from T. Martin, et ux, to John S. Stewart, et al, Executors of the estate of George H. Hermann, deceased and recorded in Vol. 75, page 526 of the Deed Records of Fort Bend County, Texas; also being all of that certain 100 described as "Twelfth" Tract in above mentioned deed.

Beginning at the southeast corner of said 113.94 acre tract.

Thence N 0° 14' 42" W along the East lines of said 113.94 acre tract and said 100 acre tract 3657.84 ft. to the northeast corner of said 100 acre tract.

Thence 589° 45' 07" W along the north line of said 100 acre tract 2656.07 ft. to its Northwest corner.

Thence 50° 32' 29" E along the West lines of said 100 acre tract and said 113.94 acre tract 3641.10 ft. to the southwest corner of said 113.94 acre tract.

Thence 589° 53' E along the south line of said 113.94 acre tract same being the south line of said Roark Survey 2637.29 ft. to the place of beginning, containing 221.7340 acres; less 9.9436 acres in Road off of the south portion of the above described tract of land and less 1.9191 acres in Road off of the East portion of the above described tract of land, leaving a net of 209.8713 acres.

Tract "Six" 254.0524 Acres

A tract of land containing 254.0524 acres in the David Bright Survey, Abst. No. 13, Ft. Bend County, Texas. Being out of that certain 499.5 acre tract described as "Ninth" tract in deed dated Sept. 24, 1917, from T. Martin, et ux, John S. Stewart, et al, Executors of the estate of George H. Hermann, deceased and recorded in Vol. 75, page 526 of the Deed Records of Fort Bend County, Texas.

Beginning at the northeast corner of said 499.5 acre tract.

Thence 50° 23' 33" W along the East line of said 499.5 acre tract 2573.06 ft. to the north corner of a 47.4 acre tract.

Thence 569° 58' 50" W along the northwest line of said 47.4 acre tract 3534.43 ft. to its west corner in the South line of said 499.5 acre tract.

Thence 589° 43' 30" W along said line 135.14 ft. to the southeast corner of a 198.204 acre tract.

Thence N 0° 09' 02" W along the East line of said tract 3760.69 ft. to the northeast corner of said tract, being in the north line of said 499.5 acre tract.

Thence N 89° 37' 22" E along said line 3517.83 ft. to the place of beginning, containing 254.0524 acres of land.

Subject to pipe line easement conveyed to Dow Chemical Co., recorded in Vol. 228, page 353 of the Deed Records of Fort Bend County, Texas.

Tract "Seven" - 188.419 Acres

A tract of land containing 188.419 acres in the David Bright Survey, Abst. No. 13, Fort Bend County, Texas. Said 188.419 acres being out of the Dr. H. C. Robinson, Jr., Farm and is described in "Correction of Exchange Deed" between Hampton C. Robinson, Jr., M. D. and the Estate of Hermann Hospital and recorded in Vol. 453, page 604 of the Deed Records of Fort Bend County, Texas. Said deed is dated Nov. 27, 1962.

Commencing at the northeast corner of the David Bright League. Thence south along the east line of said league 4730.5 ft. to a 1½" Iron Pipe, the place of beginning of the tract herein described; same being the southeast corner of a 7.324 acre tract.

Thence south continuing along the common line between the David Bright League and the Hicks Shropshire League 2325.1 ft. to a 1" Iron Pipe, set in the north line of the Hermann Hospital Estate 499.5 acre tract.

Thence 589° 48' 40" W along said line 3517.95 ft. to a 1" Iron Pipe.

Thence North 2340.97 ft. to a 1" Iron Pipe set in the south line of the J. D. Hancock tract.

Thence 589° 56' E along said line at 1691 ft. pass a ½" Iron Rod, the southeast corner of said J. D. Hancock tract and the southwest corner of the William Garrett tract; at 2917.17 ft. pass a 1" Iron Pipe, the southwest corner of said 7.324 acre tract; continuing a total distance of 3518 ft. to the place of beginning and containing 188.419 acres of land.

Subject to pipe line easement conveyed to Trunkline Gas Co. and pipe line easement conveyed to Dow Chemical Co.

Subject to 25 year lease dated Sept. 7, 1961, from Hermann Hospital Estate to American Canal Co.

Tract "Eight" - 747.4849 Acres

A tract of land containing 747.4849 acres in the Hicks Shropshire Survey, Abst. No. 313, Ft. Bend County, Texas. Said tract being the same tract described as "Tenth" tract in deed dated Sept. 24, 1917, from T. Martin, et ux, to John S. Stewart et al, Executors of the Estate of George H. Hermann, deceased,and recorded in Vol. 25 page 526 of the Deed Records of Harris County, Texas.

Beginning at the southeast corner of said Hicks Shropshire Survey.

Thence N 89° 48' 41" W along the common line between said Shropshire Survey and the Elijah Roark Survey 4659.29 ft. to the southwest corner of said Shropshire Survey, same being the southeast corner of the David Bright Survey.

Thence N 0° 00' 02" W along the common line between said Shropshire Survey and said Bright Survey 6966ft. to the northeast corner of the Martin tract.

Thence N 89° 40' 15" E along fence 4661 ft. to its intersection with the east line of said Shropshire Survey, same being the West line of the T. Hobermaker Survey, Abst. No. 191.

Thence 50° 00' 47" W along common line between said Shropshire Survey and said Hobermaker Survey 7008.11 ft. to the place of beginning, containing 747.4849 acres of land.

Subject to pipe line easement conveyed to Trunkline Gas Co.

Subject to pipe line Easement conveyed to Dow Chemical Company.

Tract "Nine" - 378.7562 Acres

A tract of land containing 378.7562 acres in the T. W. Thompson Survey, Abst. No. 335, Fort Bend County, Texas. Being the same tract of land dexcribed as "Eighth" tract in deed dated Sept. 24, 1917, from T. Martin, et us, to John S. Stewart, et al, Executors of the Estate of George H. Hermann, deceased, and recorded in Vol. 75, page 526, of the Deed Records of Fort Bend County, Texas.

Beginning at the southeast corner of the said Thompson Survey.

Thence N 0° 10' 39" W along the east line of said survey 2856.67 ft. to fence corner.

Thence 589° 54' 42" W along the fence 5751.67 ft. to fence corner on the west line of said Thompson Survey.

Thence 50°03' 04" W along said West line 2874.62 ft. to the southwest corner of said Thompson Survey.

Thence N 89° 44' E along the south line of said Thompson Survey 5763.13 ft. to the place of beginning, containing 378.7562 acres of land.

Subject to Drainage Easement conveyed to Ft. Bend County Drainage District on July 3, 1952, and recorded in Vol. 332, page 320 of the Deed Records of Ft. Bend County, Texas.

Subject to right-of-way easement conveyed from Brazos Valley Rice Co. to American Canal Co., dated 11/18/1955, and recorded in Vol. 342, page 114, of the Deed Records of Fort Bend County, Texas.

Tract "Ten" 429.008 Acres

A tract of land containing 429.008 acres in the Thomas Barnett League, Abst. No. 7 and the Moses Shipman League, Abst. No. 86, Ft. Bend County, Texas. Being the residue of a 850 acre tract described in Vol. 151, page 232 to 234 of the Deed Records of Fort Bend County, Texas.

Beginning on the north line of said 850 acre tract, at the northwest corner of the Oliver Senior 410.36 acre tract according to its description in Vol. 170, page 162 of the Deed Records of Fort Bend County, Texas.

Thence 50° 09' 17" W along the West line of said Senior tract 1658.92 ft. to the southwest corner of said Senior tract, in the south line of said 850 acre tract.

Thence 589° 47' W along said south line 11,526.11 ft. to the southeast corner of the Babette Levy 272.6 acre tract, same being the southwest corner of said 850 acre tract.

Thence N 0° 00' 21" W along common line between said 272.6 acre tract and said 850 acre tract 1465.11 ft. to the most western northwest corner of said 850 acre tract, same being a corner of said 272.6 acre tract and being in the common line between the Barnett League and the Wm. S. Little League.

Thence 589° 58' E along said common line 3143.20 to the southwest corner of said Moses Shipman League.

Thence N 1° 15' W along fence on the west line of said Shipman League 262.75 ft. to the Northern northwest corner of said 850 acre tract.

Thence 589° 44' 35" E along the north line of said 850 acre tract 5420.92 ft. to an angle in said line.

Thence continuing along said north line N 89° 58' E 2972.46 ft. to the place of beginning, containing 429.008 acres of land.

Subject to right-of-way easement conveyed to Sinclair Pipe Line Company.

Tract "Eleven" 96.56

A tract of land containing 96.56 acres in the Elijah Roark Survey, Abst. No. 77, Fort Bend County, Texas. Being the same tract of land (called 100 Acres) in deed dated March 5, 1965, from D. E. Sloan, et al, to Chas. G. Hooks, et al, Trustee of the Hermann Hospital Estate, and recorded in Vol. 463, page 555 of the Deed Records of Fort Bend County, Texas.

Beginning at the southwest corner of the Cochran and McCluer Subdivision, in the south line of said Roark Survey.

Thence N 0° 15' 32" E along the west line of said Lot 9 to its northwest corner, a distance of 2605.11 ft.

Thence 589° 53' E along the north line of said Lot 9 a distance of 1650 ft. to the northwest corner of the Hermann Hospital Estate 80 acre tract.

Thence 50° 15' 32" W along the west line of said 80 acre tract 2563.55 ft. to the southwest corner of said 80 acre tract, in the south line of said Roark Survey.

Thence N 89° 53' W along said survey line 1650 ft. to the place of beginning, containing 98.27 acres of land, less 1.71 acres in County Road on the south line of the above described tract, leaving a net of 96.56 acres of land.

Subject to Easement of Record.

FORT BEND COUNTY ROAD DISTRICT

HERMANN HOSPITAL ESTATE PROPERTY

FOR AGRICULTURAL EXCEPTION WAIVER

LEGAL DESCRIPTION	FORT BEND CAD ACCOUNT NUMBER
ABST 0013 D. Bright, Acres 82.482, "Contract Option Tract"	0013-00-000-0600-907
ABST 0077 E. Roark, Acres 237.065	0077-00-000-0300-907
ABST 0077 E. Roark, Acres 1.00	0077-00-00-0301-907
ABST 0077 E. Roark, Acres 132.407 In Ft. Bend Mud #47, "Option Tract"	0077-00-000-0314-907
ABST E. Roark, Acres 10.36, "Option Tract"	0077-00-000-0318-907
ABST 0077 E. Roark, Tract 1 (PT), Acres 16.237, "Contract Option Tract"	0077-00-000-0330-907
ABST 0077 E. Roark, Tract 2 (PT), Acres 18.64, "Contract Option Tract"	0077-00-000-0335-907
ABST 0077 E. Roark, Acres 59.464	0077-00-000-0341-907
ABST 0077 E. Roark, Block 3, Acres 82.1	0077-00-000-0345-907
ABST 0077 E. Roark, Block 6, Acres 180.43	0077-00-000-0360-907
ABST 0077 E. Roark, Block 9 (PT), Acres 88.903	0077-00-000-0390-907
ABST 0077 E. Roark, Block 9 (PT), Acres 9.386	0077-00-000-0391-907
ABST 0077 E. Roark, Block 9 (PT), Acres 80.43	0077-00-000-0395-907
ABST 0313 H. Shropshire, Acres 702.808	0313-00-000-0100-907
ABST 0313 H. Shropshire, Acres 18.342	0313-00-000-0115-907
ABST 0313 H. Shropshire, Acres 1.547, "Contract Option Tract"	0313-00-000-0116-907

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.

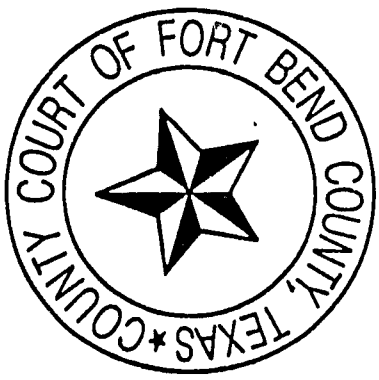
NO SPLICE WAS MADE IN THE ORIGINAL NEGATIVE FILM BETWEEN THE TITLE PAGE AND THIS CERTIFICATE.

COMMISSIONERS COURT MINUTES

FILMED ON JULY 31, 19 90.

STARTING WITH
FILM CODE NO. vol.41 pg.2069

ENDING WITH
FILM CODE NO. vol.41 pg.2191



DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez
DEPUTY

MELISSA RODRIGUEZ

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 31 DAY OF JULY, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 2194.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez
DEPUTY
MELISSA RODRIGUEZ

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
REGULAR SESSION
MONDAY, MAY 14, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of May 7, 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. Accept fee officers' monthly reports.

7. Mr. Lynn Crawford, First Colony Homeowners Assn., re: State Highway 6 construction.

8. Mr. Alan Stahlman, re: present letter of endorsement for condemnation of Loop Road, (Pecan Manor Sub.), Pct. 2.

9. Consider requests for waiver of tax penalties & interest.

10. Sheriff Perry Hillegeist, re: accept donation of document shredders from Texas Instruments.

11. Mr. Sam Dick, District Attorney, re: request approval of Asst. Criminal D. A. position (funds available).

12. Justice of the Peace Jim Adolphus, Pct. 4, re: request upgrade of phone system.

13. Accept report from County Radio Study Committee and consider request to approve licensing fee.

14. Consider replat of Lot 3, Maranatha Farms and amending plat of Robinsons Landing, Sec. 2, Pct. 4.

15. Consider plat for Greatwood Trails, Sec. 2, Pct. 1.

16. Mr. Bruce Spitzengel, re: consider resolution authorizing contract amendment to Phase I Sewer and resolution authorizing an application to Texas Community Development Program, Phase 3 Sewer, (5th St. Project).

17. Dianne Wilson, County Clerk, re: per diem rates.

18. Grant an exemption to competitive bidding because of unforeseen damage to public property (Pct. 1 facility), per Sec. 262.024(a)(3), Local Govt. Code.

19. Consider accepting 2,730 ft. of Galler Rd. into the County road maintenance system, Pct. 1.

20. Accept bid for leasing 49.896 acres of farm land, Pct. 1.

21. Consider application from Clear Lake Construction Co. to lay cable under Greatwood Parkway, Pct. 1.

22. Consider partial funding of a traffic signal device at Broadmoor & Dulles Ave., Pct. 3.

23. Consider approving Clear Creek Watershed interlocal agreement, Pct. 2.

24. Set public hearing for traffic control devices on Morton League between Mayweather & Pitts Rd., Pct. 4.

25. Take action on the following bids: (1) rental of work uniforms (#90-038); (2) maintenance service of Hewlett Packard printers (#90-045); (3) bridge materials (#90-046); (4) culverts (#90-047); (5) weed, brush & insect control materials (#90-048).

26. Accept & rebudget check in the amount of $54.25, Pct. 2 Constable.

27. Approve bills.

29. ~~28~~. Adjournment.

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

MAY 10 1990

Diane 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, May 10, 1990 at 3:10 p.m. by N. Landry.

41 2196

#28

ADDENDUM TO AGENDA
OF MONDAY, MAY 14, 1990

FORT BEND COUNTY COMMISSIONERS COURT
COURTHOUSE ANNEX, RICHMOND, TEXAS
9:00 O'CLOCK A.M.

The following item(s) should be added to the Commissioners Court agenda of Monday, May 14th:

TRANSFER PCT. 2 BRIDGE FUNDS INTO PCT. 2 ROAD MATERIALS FUND.

FILED FOR RECORD
TIME 8:55 ~~A.M.~~
MAY 11 1990
Diane Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, County Judge

Addendum to agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Friday, May 11, 1990 at 9:00 a.m. by N. Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 14TH day MAY, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session 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
ELIDA KOSLER for Dianne Wilson	COUNTY CLERK

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

1. APPROVE MINUTES OF MEETINGS OF MAY 7, 1990:

   Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve minutes of May 7, 1990 with corrections to page #2 & #4.

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 transfer for VEHICLE MAINTENANCE and PRECINCT #3 ROAD & BRIDGE. (Recorded in minutes in full)

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

   Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve out of town travel request for DISTRICT ATTORNEY, COUNTY ENGINEER, COMMISSIONER PCT. #4, and COMMISSIONER PCT. #3. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

   None

6. ACCEPT 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 report for MARCH 1990. (Recorded in minutes in full)

41 2198

AS PER ORIGINAL

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1990

On this the 14th day of May, 1990 at a Regular Session of the Commisioner'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-wit:

THAT WHEREAS, theretofore, on December 11, 1989 the Court heard and approved a budget for the year 1990 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 1990 adopted on December 11, 1989;

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)
049- FBC Pct.3 Road & Bridge Line Item			
Building Repairs- 7012	10,000.00	7,000.00	(3,000.00)
Culverts- 7008	6,000.00	9,000.00	3,000.00

DATE: 14 May 1990

DEPARTMENT HEAD: Alton B. Pressley
Alton B. Pressley
Commissioner-Pct. 3
THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

Ben Denham, Commissioner Pct. #2

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

Alton Pressley, Commissioner Pct. #3

Bob Lutts, Commissioner Pct. #4

3

AS PER ORIGINAL

41 2199

RECEIVED MAY 9 1990 COUNTY AUDITOR

RECEIVED MAY 4 1990 COUNTY AUDITOR

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1990

On this the 7 day of May, 1990, 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 December 11, 1989, the Court heard and approved a budget for the year 1990 for Fort Bend County; and

WHEREAS, an emergency expenditure is necessary, due to grave public necessity, to meet unusual and unforseen conditions which could not, by reasonable diligent thought and attention, have been included in the original budget for 1990, adopted on December 11, 1989.

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 (Line Item)	ORIGINAL BUDGETED AMOUNTS FROM	TO	INCREASE (DECREASE)
1000-0028-7019 Reports	111,936.00	107,936.00	(4,000.00)
1000-0028-9001	4,500.00	8,500.00	4000

Department Head: _____ Date: 5-2-90

FORT BEND COUNTY

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

41 22004

MAY 11 1990

COUNTY

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:

Joyce Dancer

DATE OF DEPARTURE: June 7, 1990

DATE OF RETURN: June 10, 1990

DESTINATION: Dallas, Texas

PURPOSE OF TRIP: State Bar of Texas Annual Meeting

MODE OF TRANSPORTATION: Auto

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick, Criminal District Attorney
Name & Department

DATE: 5-9-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/14/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 2201

RECEIVED
MAY 8 1990
COUNTY JU

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:

Allen Mutchler

DATE OF DEPARTURE: May 23, 1990

DATE OF RETURN: May 25, 1990

DESTINATION: Nassau Bay, Texas

PURPOSE OF TRIP: Fraud Control Seminar

MODE OF TRANSPORTATION: Auto

****

DEPARTMENT HEAD APPROVAL: Sam W. Dick Criminal D.A.
Name & Department

DATE: 5-7-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5/14/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 2202

RECEIVED
MAY 8 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Rosie Poncik

Dwayne Grigar

Period: Date of Departure July 12, 1990

Date of Return July 12, 1990

Purpose of Trip: Attend TFMA Flood Insurance Seminar

Places to be Visited: Galveston, Texas

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

Ronald D. Drachenberg
Name

Ronald D. Drachenberg, P.E., R.P.S.

May 7, 1990
Date

Fort Bend County Engineer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5/14/90
Date

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

41 2203

RECEIVED
MAY 14 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure 6/28/90

Date of Return 6/29/90

Purpose of Trip: So. Texas Judges + Commissioner Convention

Places to be Visited: Kerrville, Tx District Court Austin 6/29/90

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

Bob Lutts
Name

5/14/90
Date

Comm. Pct. 4
Title

* *

Approved: Commissioners' Court

[signature]
County Judge

5/14/90
Date

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

41 3204

RECEIVED
MAY 14 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure 6/9/90

Date of Return 6/13/90

Purpose of Trip: NATIONAL Council of Govements Convention

Places to be Visited: San Francisco - No Cost to the County

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

Bob Lutts
Name

5/14/90
Date

Comm Pct. 4
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5/14/90
Date

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

41 2205

FORT BEND COUNTY
TRAVEL AUTHORIZATION

MAY 11 1990
COUNTY JUDGE

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: 10-14-90

DATE OF RETURN: 10-16-90

DESTINATION: San Antonio

PURPOSE OF TRIP: to atten NCCEM 1990 Annual Conference & Exhibition

MODE OF TRANSPORTATION: personal vehicle

****

DEPARTMENT HEAD APPROVAL: Road + Bridge Pct. 3
Name & Department

DATE: 5-9-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/14/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

6

County Auditor

41 2206

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

May 14, 1990

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Fee Officers

Gentlemen:

We have examined the monthly reports of certain Fee Officers identified below for the month of March, 1990. 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 March is attached to this letter.

The following is the criminal and civil case report for the JPs for the month of March, 1990:

JP	# OF CASES:	New	Pending	Dismissed	Paid	Open	Civil Cases
JP 1	Geick	496	4630	344	386	4396	51
JP2-1	Molina	243	1346	94	231	1264	43
JP2-2	Fredrickson	444	1035	154	341	984	3
JP3	Stahl	468	909	28	112	1237	45
JP4	Adolphus	340	4548	158	314	4416	31

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.

We recommend that these reports be approved subject to completion of our examination of reports of such officers for the year ending December 31, 1990.

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 March, 1990 be approved as recommended by the County Auditor in his letter of May 14, 1990.

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
MARCH 1990

OFFICER	SOURCE	GROSS AMOUNT	FEES OF OFFICE GENERAL FUND*	ROAD & BRIDGE**	MISC. FEES & REFUNDS***	TOTAL COLLECTED	YEAR TO DATE
County Clerk	Civil	76,593.27					
	Criminal	52,106.40	86,881.37	21,384.30	20,434.00	128,699.67	361,154.13
District Clerk	Civil	59,294.40					
	Criminal	13,561.66	41,219.01	7,256.50	24,380.55	72,856.06	201,442.67
Tax Collector	See Letter	89,997.85	28,941.20	61,056.65		89,997.85	368,838.85
District Atty.	****Bad Check	5,047.95	5,047.95			5,047.95	15,312.64
Sheriff	Criminal	28,431.50	8,069.50		20,362.00	28,431.50	63,987.00
J.P. #1	Civil	2,082.00					
	Criminal	25,783.95	19,616.70		8,249.25	27,865.95	83,198.80
J.P. #2-1	Civil	2,410.00					
	Criminal	15,093.50	12,624.50		4,879.00	17,503.50	41,948.99
J.P. #2-2	Civil	115.00					
	Criminal	19,596.00	12,885.25		6,825.75	19,711.00	57,866.04
J.P. #3	Civil	4,120.00					
	Criminal	5,038.00	6,446.00		2,712.00	9,158.00	30,885.80
J.P. #4	Civil	1,828.00					
	Criminal	19,330.90	15,027.90		6,131.00	21,158.90	59,361.40
Constable #1	Civil	9,712.94	2,283.18		7,429.76	9,712.94	50,049.48
Constable #2	Civil	2,870.00	1,786.25		1,083.75	2,870.00	7,683.60
Constable #3	Civil	8,633.35	4,755.74		3,877.61	8,633.35	34,876.88
Constable #4	Civil	10,067.94	3,806.80		6,261.14	10,067.94	24,686.63
TOTAL		451,714.61	249,391.35	89,697.45	112,625.81	451,714.61	1,401,292.91

* 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
11-Apr-90

TAX/COLLECTOR FEES OF OFFICE
PAID IN THE MONTH OF
MARCH, 1990

			TOTAL	Y T D
HIGHWAY FEES DEC 1989.....	$0.00 **			
HIGHWAY FEES JAN 1990.....	0.00 **			
	0.00			
TOTAL HIGHWAY FEES			$0.00	$118,381.81
PROPERTY TAX COMMISSIONS				
JAN 1990 PAGE 21-31.....	26,651.61			
FEB 1990 PAGE 3-15.....	979.99			
MAR 1990 PAGE 1-2.....	104.35			
	0.00			
TOTAL PROP TAX COMMISSIONS			27,735.95	84,999.74
TAX CERTIFICATES -DEC 1989	892.00			
MUD CERTIFICATES -DEC 1989	0.00			
JAN/FEB 1990	0.00 **			
TOTAL CERTIFICATES			892.00	2,580.00
BEER/LIQUOR FEB 90 FEES OF OFFICE	313.25			
	0.00			
TOTAL B & L FEES OF OFFICE			313.25	848.50

** Not paid in March 1990.

TOTAL FEES TO GENERAL FUND (EXCLUDING ROAD & BRIDGE)	$28,941.20	$206,810.05
ROAD AND BRIDGE..... Reports # 9-12 '90	61,056.65	162,028.80
GRAND TOTAL ALL FEES.....	89,997.85	368,838.85

Mary Hancock
MARY HANCOCK, INTERNAL AUDITOR

County Auditor

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

ROBERT N. GRAYLESS
COUNTY AUDITOR

AREA CODE 713
341-3760

May 14, 1990

Commissioners Court
Fort Bend County, Texas

RE: Monthly reports of Non-Fee Officers

Gentlemen:

We have examined the monthly reports of certain Non-Fee Officers identified below for the month of March, 1990. 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, 1990.

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 March, 1990 be approved as recommended by the County Auditor in his letter of May 14, 1990.

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

41 2211

AS PER ORIGINAL

FORT BEND COUNTY

NON-FEE OFFICER'S REPORT
COMMISSIONERS' COURT

MARCH 1990

	TOTAL COLLECTED	YEAR TO DATE
CHILD SUPPORT	1,584.00	3,468.00
HEALTH AND SANITATION	2,803.00	7,828.00
AMBULANCE	14,456.00	54,341.15
ANIMAL CONTROL	551.00	1,918.00
SANITARY LANDFILL	0.00	12,736.12
LIBRARIES	8,327.12	22,998.62
INDIGENT CARE	168.00	396.00
FAIRGROUNDS	4,987.00	12,429.50
ADULT PROBATION (FUND 99)	53,124.50	145,924.67
JUVENILE PROBATION	3,685.67	8,915.51
COUNTY ENGINEERING	2,033.00	5,280.00
BAIL BOND BOARD	500.00	2,000.00
TOTAL FOR MONTH	92,219.29	278,235.57

AUDITOR'S FORM 1054

7. MR. LYNN CRAWFORD, FIRST COLONY HOMEOWNERS ASSN., RE: STATE HIGHWAY 6 CONSTRUCTION:

Michael Cox and Lynn Crawford representing First Colony Community Services Association spoke in opposition to the State Highway improvement plan on Highway 6.

8. MR. ALAN STAHLMAN, RE: PRESENT LETTER OF ENDORSEMENT FOR CONDEMNATION OF LOOP ROAD, (PECAN MANOR SUB.), PCT. 2:

Alan Stahlman and Buddy Kennedy presented letter of Pecan Manor Subdivision endorsing the condemnation of Loop Road.

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to enter into record the petition from owners and residents of Pecan Manor Subdivision endorsing the condemnation of Loop Road.

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

Move by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to waive tax penalties & interest and attorney fees for the following:

F.I. Cobb- $2,034.20 (penalties & interest) and $573.97 (attorney fees)
James Heeter - $12.32 (penalties & interest) and $3.46 (attorney fees)
Richard Brunner - $89.17 (penalties & interest) and $13.37 (attorney fees)
Hedy S. Holland - $481.41(penalties & interest) and $126.58(attorney fees)

10. SHERIFF PERRY HILLEGEIST, RE: ACCEPT DONATION OF DOCUMENT SHREDDERS FROM TEXAS INSTRUMENTS:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept donation of two shredders from Texas Instruments, valued at $150.00 each.

11. MR. SAM DICK, DISTRICT ATTORNEY, RE: REQUEST APPROVAL OF ASST. CRIMINAL D.A. POSITION (FUNDS AVAILABLE):

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve one Assistant Criminal District Attorney at an annual salary of $29,952.

12. JUSTICE OF THE PEACE JIM ADOLPHUS, PCT. 4, RE: REQUEST UPGRADE OF PHONE SYSTEM:

Moved by Commissioner Lutts, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to upgrade phone system for Justice of the Peace Jim Adolphus with AT&T in the amount of $2,800. Funds to come from Capital Outlay Permanent Improvement, Office equipment.

13. ACCEPT REPORT FROM COUNTY RADIO STUDY COMMITTEE AND CONSIDER REQUEST TO APPROVE LICENSING FEE:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to apply for the licensing fee permit for trunk lines not to exceed $1000.

AS PER ORIGINAL 41 2213 7

SUMMARY OF MILESTONES

FOR

IMPROVEMENTS TO STATE HIGHWAY 6 THROUGH FIRST COLONY

I. November 3, 1988 Public Hearing at Quail Valley Junior High School

- SDHPT proposed improvements to SH6 that included
  - Overpass at Williams Trace
  - Future underpass at U.S. 59
  - Eight lanes from U.S. 59 to Settlers Way Blvd.
  - Continuous left turn (chicken) lane through First Colony
- Approximately 300 area residents attended. Approximately 80% of which were residents of First Colony
- 100% of the residents in attendance were opposed to the improvements to SH6 as proposed by SDHPT
- Representative Jim Tallas was the first of many residents who stepped up to formally and publicly go on record opposing the SDHPT plan. No one in attendance publicly supported the plan.

II. The City of Sugar Land and the City of Missouri City formally documented their opposition to the plan.

III. Congressman Tom Delay formally documented his opposition to the plan.

IV. The RESIDENTS of First Colony wrote approximately one thousand letters to EACH of the following people:

- Congressman Tom Delay
- Senator Buster Brown
- Representative Jim Tallas
- Commissioner Bob Lutts
- Mayor Lee Duggan
- Commissioner John Butler
- Mr. Milton Dietert
- Mr. Don Garrison

V. Commissioner Ben Denham recommended a bypass to the south of First Colony.

VI. May 19, 1989, Mayor Lee Duggan, Commissioners Ben Denham and Bob Lutts, Judge Jodie Stavinoha, aides from Representatives Jim Tallas' and Jack Harris' offices, Dutch Lichliter, Bill Jameson, Mike Cox, and Milton Dietert met in Tom Delay's office and agreed upon a solution acceptable to all parties.

- Eliminate the overpass at Williams Trace
- Eliminate future underpass at U.S.59
- Reduce the eight lane sections to six lanes
- Replace the flush median (continuous left turn lane) with a raised landscaped median
- Build a bypass south of First Colony if future traffic volumes necessitate it

VII. January 15, 1990, SDHPT wrote the approximately one thousand residents of Fort Bend County stating that approximately half of the improvements to SH6 through First Colony will not have the raised landscaped median.

VIII. February 7, 1990, the FCCSA documented their opposition to SDHPT not following the agreement reached in the May 19, 1989 meeting in Tom Delay's office.

IX. March 19, 1990, SDHPT responded to FCCSA stating that they never agreed to the raised landscaped median east of Settlers Way.

fccsa-board-SH6wideout.lne

41 2215

AS PER ORIGINAL

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
(713) 869-4571

ENGINEER-DIRECTOR
ARNOLD W. OLIVER, P.E.

January 15, 1990

CONTACT:

DDE

Fort Bend County
State Highway 6 Improvements
Controls 0192-01-034 and 0192-01-035

Dear Resident:

This letter is being sent to you in response to comments received from you after the public hearing of November 3, 1988, at the Quail Valley Junior High School. The public hearing was held to present proposed improvements to SH 6 in the Sugar Land and Missouri City area of Fort Bend County. As a result, many of your comments have been incorporated into the project. The Federal Highway Administration issued a Finding of No Significant Impact on November 13, 1989, based on design revisions incorporated during the public involvement process.

The State Department of Highways and Public Transportation (SDHPT) has downscoped a portion of the originally proposed expansion of SH 6 in view of the comments and letters received from concerned citizens such as yourself.

To resolve the conflict between improving the traffic needs of east Fort Bend County while maintaining the suburban setting of this segment of SH 6, the SDHPT (District 12) has revised the design as follows:

a. A six-lane urban (curb and gutter) roadway, divided by a 30-foot raised median, will be constructed between Lexington Boulevard and Settlers Way. Fifteen feet of dedicated right of way has been committed on each side of SH 6 to accommodate this construction.

b. A six-lane rural (shoulders and open drainage) roadway, divided by a flush median, will be constructed from Settlers Way to FM 1092.

c. The originally proposed grade separation (overpass) at Williams Trace Boulevard will not be constructed.

d. Crosswalks will be provided at signalized intersections.

e. A route located south of First Colony, consisting of a four-lane road, will be constructed and will intersect US 59 farther to the south.

f. Upon completion of the route south of First Colony, the section of SH 6 between US 90A and FM 1092 will be removed from the State system and conveyed to local government entities. Sugar Land, Missouri City and Fort Bend County will then assume responsibility for maintenance, operation, and any other future construction.

The revised design, as described above, would adequately handle projected future traffic volumes along this corridor and will complement the future Fort Bend Freeway and the Grand Parkway improvements. By downscoping the previously proposed expansion of SH 6, no relocations or displacements of residences and businesses will occur. Also, the existing landscaping and pecan trees will not be disturbed. By upgrading the existing roadway to a six lane facility, traffic mobility, safety, and accessibility to businesses will be improved.

This letter is intended to address the general concerns as presented to the SDHPT during and after the public hearing. A more detailed summary is available by writing the SDHPT District 12 office in Houston.

Sincerely,

John C Holzwarth

John C. Holzwarth, P.E.
District Design Engineer
District 12

Attachment

41 2217

First Colony
Community Services Association, Inc.

AS PER ORIGINAL

February 7, 1990

Mr. Milton Dietert
Texas State Department of
Highways and Public Transportation
P. O. Box 1386
Houston, TX 77251-1386

Dear Mr. Dietert:

The purpose of this letter is to document FCCSA's opposition to the SDHPT's design of the improvements to SH6 through First Colony as outlined in John Holzwarth's attached letter dated January 15, 1990 to Fort Bend County residents. Specifically, we object to the fact that the proposed design east of Settlers Way Boulevard does not comply with First Colony's Master Plan.

The residents of First Colony have already documented their insistence on compliance with our master plan by writing approximately ten thousand letters to our local, state and federal elected officials and the SDHPT. As a direct result of those letters, a meeting of those elected officials, SDHPT representatives including yourself, and the president of the First Colony Community Services Association was held on May 19, 1989, in Congressman Tom DeLay's office. Local newspaper reports of this meeting as well as reports from our FCCSA President indicated a solution was presented and agreed upon by all present. The attached newspaper article documents very clearly that the agreed upon plan included a raised, landscaped median throughout First Colony. Now the SDHPT has chosen to violate that agreement.

Please promptly advise me in writing as to what the SDHPT's official process is to resolve such issues as these outside the courts of law. I understand that we can request a hearing with the Commissioners. If you or Mr. Oliver are unwilling to change the SDHPT's position on this matter, we are hereby officially requesting such a hearing with the Commissioners. If you or Mr. Oliver are willing to reconsider your position, I, as a representative of FCCSA, would welcome the opportunity to meet with either or both of you. During business hours, I can be reached at 861-3016.

If we do not have a written response within 30 days, we will write directly to the Commissioners and our local, state, and federal officials once again.

Sincerely,

W. Lynn Crawford
Board Member
First Colony Community Services Association

cc: Congressman Tom DeLay
Mayor Lee Duggan
Arnold Oliver
FCCSA Board of Directors

P.O. Box 1709 • Sugar Land, Texas 77487-1709 • (713) 980-8603 • Fax (713) 980-8191

Bypass replaces overpass in Highway 6 scheme of things

By Susan Richardson
MIRROR Staff

The Texas Department of Highways and Public Transportation has tentatively agreed to construct a bypass rather than an overpass as part of the Highway 6 improvement project following a meeting held at Congressman Tom DeLay's Houston office last Friday.

"It looks like we're well on our way to building a bypass," DeLay stated. "We have overcome the major obstacles and I'm thrilled that we could get all these leaders to come together and reach an agreement on the bypass proposal."

Highway department spokeswoman Janelle Gabor said the approval for the change in the project must come from department headquarters in Austin, however, before anything is finalized.

In the next six weeks the District 12 office, which is responsible for the Highway 6 project, will be busy determining the legalities of the project as it relates to Fort Bend County, and the cities of Missouri City and Sugar Land.

"Missouri City and Sugar Land must agree on accepting their portions of Highway 6 into their respective city street system after the bypass is built," DeLay explained.

The agency must also look at revised plans and costs for the expansion project if a bypass somewhere south of First Colony replaces the overpass at Williams Trace Boulevard.

The proposed overpass through First Colony sparked fierce opposition from Sugar Land, Sugarland Properties, Incorporated and residents of the area. Opposition centered around the widening of the highway which would force the relocation of several businesses and some residents on the two-mile stretch of the 26.8 mile highway project that cuts through Sugar Land's extraterritorial jurisdiction. The city claimed it would take $11.5 million just to buy the affected property.

"We feel real good about it," Sugar Land Mayor Lee Duggan said, commenting on the decision at the meeting which he attended along with TDPHT engineer Milton Die[illegible] County Commissioners Bob Lutt[illegible] and Ben Denham, aides from Representatives Jack Harris and Jim Tallas' offices, County Judge Jodie Stavinoha, Dutch Lichliter and Bill Jameson from Lichliter, Jameson & Associates and Michael Cox, president of First Colony Community Services Association.

At the beginning of this month, Sugar Land city council passed a resolution opposing the overpass insisting the TDPHT should wait and see if it was necessary to acquire the right-of-way for the project. TDPHT wanted to move ahead with the acquisition even though the overpass would not be constructed for several years into the 20 year project. The department said the purpose of the proposed overpass was to relieve projected traffic congestion in the area.

Duggan said the agreement, which allows for a six lane widening with a raised medium from Fluor Daniel to FM 1092, is "really what we wanted."

See HIGHWAY 6, Page 4

Continued From Page 1

That will force the highway department, however, to re-think some details of the widening. According to Gabor, since the project will be limited to the the existing right-of-way, engineers will have to reevaluate what kind of storm sewer drainage to construct along the road.

The project changes will not hamper the beginning of the construction improvements on Highway 6 which will stretch from Fluor Daniel to Loop 409 in Alvin, she emphasized. Gabor said the project may begin earlier than the 1992 as a result of the changes.

It will take some time, however, to evaluate the corridor area to construct the bypass she said. Highway Department officials must examine the property impacted by the proposal as well as environmental issues.

"The area left available is not problem free," she said, citing the wetland areas running through the considered corridor.

She emphasized, however, that there was "no identified area" for the bypass at this time.

While much of the land south of First Colony is owned by the state and Exxon (which has gas pipelines), two subdivisions, Marantha Farms and Pecan Manors, are also in the area.

Denham, whose precinct would be affected by Highway 6 improvements, said three options for a bypass were discussed at the meeting, but noted "the route being discussed is in line with what was initially discussed."

He emphasized the proposed bypass, which would run from Highway 6 to east of the Flanagan Exchange, could cut through "many acres of undeveloped land between the two destinations."

Referring to the two subdivisions, he added the intent of the bypass proposal was not to "disrupt or destroy the lifestyle of residents."

Denham had promoted the alternative to widening Highway 6 to eight-lanes and constructing the overpass.

"I was overwhelmingly pleased that the meeting did occur. Contrary to previous statements, it is a feasible agreement," he concluded.

AS PER ORIGINAL

41 2218

41 2219

AS PER ORIGINAL

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
(713) 869-4571

ENGINEER-DIRECTOR
ARNOLD W. OLIVER, P.E.

March 19, 1990

CONTACT:

DDE-SD

Fort Bend County
SH 6: Lexington Ave
to FM 1092
Control 0192-01-034

Mr. W. Lynn Crawford, Board Member
First Colony Community Services Assoc.
P. O. Box 1709
Sugar Land, Texas 77487-1709

Dear Mr. Crawford:

In response to your letter dated February 7, 1990, we apologize if there is some misunderstanding of the agreement that was reached on May 19, 1989, in Congressman Delay's office.

The original plan was to have a flush median from Lexington Blvd. to FM 1092 and an overpass at Williams Trace Blvd. The agreement that was reached was that we would not build the overpass and that there would be a raised median from Lexington Blvd. to Settlers Way Blvd. Also, part of the agreement was that if we needed additional right-of-way to build six lanes that it would be furnished to us.

The article in the newspaper is in error when it stated "...A six lane widening with a raised median from Fluor Daniel to FM 1092". At the meeting I specifically stated that the section from 0.20 miles east of Settlers Way Blvd. to FM 1092 was in a rural area and that we could not have raised curbs. The reason for that is we have to post the speed limit at which 85% of the motorists will travel and we have to design the facility for that speed. Since the section from 0.20 miles east of Settlers Way Blvd. to FM 1092 is not developed and there is nothing to impede motorists from driving 55 MPH, we have to design for that speed. Our design standards prohibit the use of raised curbs next to travel ways in rural areas with maximum legal speed of 45 MPH for safety reasons. We would leave the State of Texas open to liable lawsuits under the Tort Claims Act if we constructed something that did not meet our design standards.

If a 30 foot raised median were to be provided from Settlers Way Blvd. to FM 1092 for a 55 MPH design speed, 10 foot inside shoulders would be necessary. This cross-section will give a total roadway width of 142 feet and requires 4 feet more concrete than the present design of the roadway. This cross-section will allow

AS PER ORIGINAL

only 19 feet on both sides of the roadway for drainage. The ditch on either side of the roadway must be designed to adequately handle the runoff from the design year rainstorm. This would require a ditch approximately 3.5 feet in depth. Our design standards require that we cannot have a slope in excess of 6:1 within 30 feet the travel way. Therefore, an additional 12 feet of right-of-way would be required on either side of the roadway to adequately handle the drainage and provide the required safety slopes. The agreement reached at the meeting was that if additional right-of-way was required, it would have to be furnished by others. Also, the cost of the additional 4 feet of pavement required to install the raised median would have to be provided by others.

The only alternative to the additional right-of-way would be to install a storm sewer system. The additional cost of this system and the drainage outfall channels required for this system would have to be provided by others.

Our commitment is to provide an urban section within the current developed area which has been determined to be from Lexington Blvd. to 0.20 miles east of Settlers Way Blvd. The article in the newspaper is also in error when it stated that the project starts at Fluor Drive. The project actually starts at Lexington Blvd.

We have met with the Mayor, City Manager, and the Director of Public Works of the City of Sugar Land and they understand our position.

We are sorry that the article in the newspaper misstated the facts. However, we cannot control what they print. If we may be of further assistance, please advise.

Sincerely,

Milton M. Dietert, P.E.
District Engineer
District No. 12

cc: Congressman Tom Delay
Mayor Lee Duggan
Mr. Arnold Oliver

41 8 2221

AS PER ORIGINAL

TO: COMMISSIONER'S COURT
FORT BEND COUNTY, TEXAS

FROM: OWNERS AND RESIDENTS OF
PECAN MANOR SUBDIVISION
FORT BEND COUNTY
SUGAR LAND, TEXAS

SUBJECT: OUR APPROVAL FOR CONDEMNATION OF "LOOP ROAD",
IN PCT. 2, COMMISSIONER BEN DENHAM.

DATE: APRIL 18, 1990

DEAR COMMISSIONERS' COURT:

FOR THE PAST SEVERAL YEARS, THERE HAVE BEEN NUMEROUS DISCUSSIONS FOR OUR COUNTY TO PROVIDE US WITH A SAFE AND GOOD ROAD TO OUR SUBDIVISION. TO THIS DAY, THIS HAS NOT BEEN ACCOMPLISHED.

THE TOTAL PROPERTY VALUES OF OUR SUBDIVISION IS VERY SUBSTANTIAL, WHICH DOES GENERATES A GOOD TAX INCOME FOR THE COUNTY, AND WE HAVE MANY FAMILIES LIVING IN OUR SUBDIVISION, MOST OF WHICH HAVE SCHOOL AGE CHILDREN.

ALL OF US MUST TRAVEL INTO AND OUT OF OUR SUBDIVISION BY A RIGHT OF WAY THROUGH THE EXXON GAS FIELD OFF "OIL FIELD ROAD". THIS RIGHT OF WAY IS KNOWN COMMONLY AS "LOOP ROAD". WE REQUEST THE COUNTY IMMEDIATELY CONDEMN THIS ROAD, MAINTAIN IT, AND SURFACE IT AS SOON AS POSSSIBLE.

WE UNDERSTAND COMMISSIONERS' COURT HAS MADE A MOTION TO GET AN APPRAISAL FOR THIS ROAD AND TO BEGIN PROCEEDINGS TO CONDEMN IT. ALL OF US ARE IN 100% AGREEMENT IN FAVOR OF THIS ACTION.

THANKING YOU,

41 2222

AS PER ORIGINAL

RESIDENTS AND/OR PROPERTY OWNERS OF PECAN MANOR SUBDIVISION

NAME	ADDRESS
Alan R. Stahlman	6111 OLD OAK Circle - Sugarland
Ann H. Shults	6115 Old Oak Circle
David L. [illegible]	6103 Old Oak Circle
Cornelia J. [illegible]	5403 Manor Rd
Suzanne M. Stahlman	6111 Old Oak Circle, Sugarland
R. S. Merhan	5302 Manor Drive
Lonnie Wayne Hull II	5200 MANOR DRIVE
Michael J. [illegible]	6018 Old Oak Circle
William M. Cayer	5319 Manor Drive
[illegible] Cayer	5319 Manor Dr.
Ben Lobdell	5719 Greentree
Carolyn Lobdell	5719 Greentree
Carolyn Lobdell as	PSC Box 98
agent for John & Darcy Collins	NY NY 09150
Cindy Hull	5200 Manor Drive
Michael W. Galph	6114 Creek View
Nancy E. Gallagher	6114 Creek View
John B. Hasty	5419 Manor
Velma Hasty	5419 Manor
Bennett P. Hansen	5403 MANOR
[illegible]	5402 MEADOW
Lulu A. Haber	5310 Manor
Karen Wood	5508 Shadywood Ln.
[illegible]	5307 [illegible]

AS PER ORIGINAL

Charles Shuman	5410 Meadow Rd.
Carolyn A Shuman	5410 Meadow Rd
[illegible]	5402 Meadow Rd
[illegible]	5510 Shady Wood
Shelley Wright	5218 Manor Dr.
[illegible]	5218 MANOR DR.
[illegible]	5210 MANOR DR.
[illegible]	" " "
[illegible]	5303 " "
[illegible]	6115 Creekview
[illegible]	5515 Greentree
[illegible]	5519 GREEN TREE
[illegible]	5510 Green Tree
[illegible]	5510 Green Tree
[illegible]	5511 GREEN TREE
Mr. + Mrs. John C. McDe[illegible]	5202 MANOR DRIVE
[illegible]	5202 Manor Dr.
Michael E Thompson	5203 Manor Dr.
Gayla Thompson	5203 Manor Dr
Otto Stockstill	5418 MANOR DR
Mayford Stockstill Otto Stockstill	5418 MANOR DR
[illegible]	5502 Shadywood Ln
[illegible]	5502 Shadywood Ln
Pamela Whitaker	5502 Shadywood Ln
Judith L. Jones	5218 Cook Lane
C. Brandon Jones	5218 Cook Lane
Valerie Jones	5218 Cook Lane

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: May 2, 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 - Cobb, F.I.
1980 Oil and Gas Account
Precinct #1

Mr. Jack Moore is requesting waiver of penalty and interest and attorney fees on behalf of Mr. Cobb for tax year 1980.

Breakdown of Taxes Paid:

Base Tax	$1,792.24
Penalty and Interest	2,034.20
Attorney Fees	573.97
Total Paid	$4,400.41

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: May 2, 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 F. Heeter
Account .901-1865-01-006-0010
Precinct #4

Mr. Heeter is requesting waiver of penalty and interest and attorney fees on the above referenced account for years 1975 and 1977.

Research reflects 1975 and 1977 taxes paid on March 23, 1983. Research also reflects the 1980 taxes delinquent.

Breakdown of 1980 Taxes Due:

Base Tax	$10.76
Penalty and Interest	12.32
Attorney Fees	3.46
Tax Due	$26.54

I recommend waiver of penalty and interest and attorney fees on the above referenced account for 1980 under Sec 33.04 (b) of the State Property Tax Code.

41 2226

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: May 10, 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 L. Brunner
Account .907-8100-01-000-0700
Precinct #3

Mr. Brunner is requesting to pay August 1985 penalty and interest and attorney fees on the above referenced account for 1981.

Mr. Brunner paid delinquent taxes for 1982 thru 1984 on August 26, 1985. At that time the tax office failed to inform Mr. Brunner of the 1981 delinquency and collect the taxes due.

Breakdown of taxes paid:

Base Tax	$162.14
Penalty and Interest	178.35
Attorney Fees	51.07
Total Paid	$391.56

Amount of refund requested:

Penalty and Interest	$ 89.17
Attorney Fees	13.37
Total Refund	$102.54

I recommend waiver of penalty and interest and attorney fees in the total amount of $102.54 due to failure of the tax office to collect the 1981 delinquency in August 1985.

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: May 10, 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 - Hedy S. Holland
Account .907-0158-00-000-0700
Precinct #3

Ms. Holland is requesting waiver of penalty and interest and attorney fees on the above referenced account for 1974 thru 1978.

Breakdown of taxes paid:

Base Tax	$362.37
Penalty and Interest	481.41
Attorney Fees	126.58
Total Paid	$970.36

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.

41 2228

FORT BEND COUNTY SHERIFF DEPARTMENT
1410 RANSOM ROAD
RICHMOND, TEXAS 77469

PERRY R. HILLEGEIST, JR., SHERIFF

713-342-6116
1-800-341-6116

May 7, 1990

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, May 14, 1990.

Accept the below listed items donated to the Fort Bend County Sheriff Department by Texas Instruments.

1) One (1) Document Shredder, Shredmaster 1000, # 251159
2) One (1) Document Shredder, Shredmaster 1036, # 3140747

Your favorable consideration of this request will be greatly appreciated.

Sincerely,

Perry R. Hillegeist, Jr.
Sheriff

PRH/jj

cc: Dianne Wilson, County Clerk
Mr. John Hammett, Purchasing Agent
Mr. Robert Grayless, County Auditor

41 2229

SAM W. DICK
CRIMINAL DISTRICT ATTORNEY
FORT BEND COUNTY, TEXAS

April 9, 1990

Honorable Jodie Stavinoha
County Judge
Commissioners' Court
Ft. Bend County
Annex
Richmond, Texas 77469

Gentlemen:

I request the following matter be placed on the Commissioners' Court Agenda Monday, May 14, 1990 for approval:

Approval of an assistant criminal district attorney position at a starting salary of $29,952.00 -- Grade 17/Step 4. (Funds available, none requested)

Thank you for your attention to this matter.

Sincerely,

Sam W. Dick

SWD/bd
cc: Commissioner R.L. "Bud" O'Shieles
Commissioner Bob Lutts
Commissioner Alton Pressley
Commissioner Ben Denham
Dianne Wilson
County Clerk

COUNTY COURTHOUSE • RICHMOND, TEXAS 77469 • (713)342-3411

AS PER ORIGINAL

PROPOSAL

41 2230 AGENDA ITEM

VERNON WILLIAMSON
DBA D & M TELECOMMUNICATION
2411 MC KEEVER ROAD
ARCOLA, TEXAS 77583

713-431-1189

Proposal No. 12

Sheet No.

Date 4-5-90

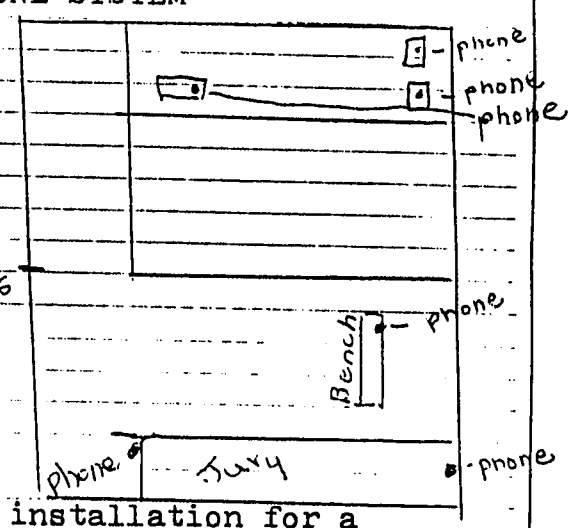
Proposal Submitted To	Work To Be Performed At
Name FORT BEND COUNTY PRECINCT # 4	Street 939 Eldridge Road
Street MR. BOB LUTTS, COMMISSIONER	City Sugar Land State Texas 77478
City JUDGE JAMES C. ADOLPHUS	Date of Plans
State JUSTICE OF PEACE	Architect
Telephone Number 491-1814	

We hereby propose to furnish the materials and perform the labor necessary for the completion of

the installation of a FREEDOM PHONE TELEPHONE SYSTEM
Capacity of System: 6 Lines 16 Stations
Equipped for: 6 Lines 16 Stations

EQUIPMENT INCLUDES
2 Station Cards
2 C.O. Interface Cards
6 BLF Instruments, Executive

Phones are to be located as the drawing indicates.



All equipment, materials, labor, including installation for a Total of $2,800.00. Maintenance - 2 year warranty

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars ($).

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted [signature]

Per

Note — This proposal may be withdrawn by us if not accepted within days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date Signature

TOPS FORM NO. 3750

LITHO IN U.S.A.

14. CONSIDER REPLAT OF LOT 3, MARANATHA FARMS AND AMENDING PLAT OF ROBINSONS LANDING, SEC. 2, PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to approve replat of Lot 3, Maranatha Farms and amend plat of Robinsons Landing, Sec. 2, Pct. 4.

15. CONSIDER PLAT FOR GREATWOOD TRAILS, SEC. 2, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered approve plat for Greatwood Trails, Sec. 2, Pct. 1. Plat and Tax statement were presented to Court. (Recorded in minutes in full)

16. MR. BRUCE SPITZENGEL, RE: CONSIDER RESOLUTION AUTHORIZING CONTRACT AMENDMENT TO PHASE I SEWER AND RESOLUTION AUTHORIZING AN APPLICATION TO TEXAS COMMUNITY DEVELOPMENT PROGRAM, PHASE 3 SEWER, (5TH ST. PROJECT):

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve Resolution authorizing contract amendment to Phase I Sewer and Resolution authorizing an application to Texas Community Development program, Phase 3 Sewer. (Recorded in minutes in full)

17. DIANNE WILSON, COUNTY CLERK, RE: PER DIEM RATES:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and carried, with Commissioner Lutts and Commissioner O'Shieles voting to oppose and Judge Stavinoha voting yes, it is ordered approve an accumulated rate not to exceed $20.00 with receipts on meal reimbursement, effective May 14, 1990.

18. GRANT AN EXEMPTION TO COMPETITIVE BIDDING BECAUSE OF UNFORESEEN DAMAGE TO PUBLIC PROPERTY (PCT. 1 FACILITY), PER SEC. 262.024 (A) (3), LOCAL GOVT. CODE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to grant exemption to competitive bidding and accept bid from Bass Construction in the amount of $11,856 for wash rack.

19. CONSIDER ACCEPTING 2,730 FT. OF GALLER RD. INTO THE COUNTY ROAD MAINTENANCE SYSTEM, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept 2,730 ft. of Galler Rd. into the county road maintenance system, Pct. 1.

20. ACCEPT BID FOR LEASING 49.896 ACRES OF FARM LAND, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept bid for 49.896 of farm land at $10 per acre (seasonal).

21. CONSIDER APPLICATION FROM CLEAR LAKE CONSTRUCTION CO. TO LAY CABLE UNDER GREATWOOD PARKWAY, PCT. 1:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve application from Clear Lake Construction Co. to lay cable under Greatwood Parkway. Cashier's check in the amount of $2,000 was presented to the Court. (Recorded in minutes in full)

R E S O L U T I O N

RESOLUTION OF THE COUNTY OF FORT BEND AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF COMMERCE FOR THE COMMUNITY DEVELOPMENT PROJECT FUND; AND, AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT PROGRAM.

WHEREAS, the County desires to develop a viable community for all citizens;

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and,

WHEREAS, it is necessary and in the best interests of the County to apply for funding under the 1990 Texas Community Development Program.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. THAT, a Texas Community Development Program application is hereby authorized to be filed on behalf of the County with the Texas Department of Commerce;

Section 2. THAT, the County's application be placed in competition for funding under the Community Development Project Fund;

Section 3. THAT, the application be for $400,000 of grant funds to carry out sanitary sewer system improvements; and,

Section 4. THAT, the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Program;

Section 5. That, it further be stated that the County adopts the attached Citizen Participation Plan and Complaint Procedures for this application.

PASSED AND APPROVED, this 14th day of May, 1990.

APPROVED:

Judie E. Stromberg
COUNTY JUDGE

ATTEST:

Dianne Wilson
COUNTY CLERK

CITIZEN PARTICIPATION PLAN

TEXAS COMMUNITY DEVELOPMENT PROGRAM

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a TCDP applicant or recipient, the following public hearing provisions shall be observed:

(1) Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a non-legal section of a local newspaper. Each public notice must include the date, time, location and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings.

(2) Each public hearing shall be held at a time (generally after 5:00 PM on weekdays or on Saturdays) and location convenient to potential or actual beneficiaries and will include accommodation for handicapped persons.

(3) When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.

COMPLAINT PROCEDURES

The applicant/recipient must have written citizen complaint procedures that provide a timely written response to complaints and grievances. The complaint procedures must comply with the requirements of the Texas Department of Commerce (TDOC) Complaint System, 10 T.A.C. Sec. 178.1 and 178.2. Citizens must be made aware of the locations and hours at which times they may obtain a copy of these written procedures.

This is the adopted formal complaint proceudres to allow for investigation of complaints received about the quality of services provided under the Texas Community Development Program (TCDP) project.

(1) A person who has a comment or complaint about the quality of services funded by the TCDP may submit such comment or complaint in writing to the County Judge.

(2) A copy of the comment or complaint shall be transmitted to the entity which is the subject of the comment or complaint and to the County Attorney within five calendar days after the date of the comment or complaint was received.

(3) An investigation of the comment or complaint shall be completed and the findings, in writing, shall be submitted within ten days to the person who made the comment or complaint. Or, the person who made the comment or complaint shall be notified, in writing, within ten days of when the investigation can be completed.

TECHNICAL ASSISTANCE

When requested, the applicant/recipient shall provide technical assistance to groups representative of persons of low and moderate income in developing proposals for the use of TCDP funds. The level and type of assistance shall be determined by the applicant/recipient based upon the specific needs of the community's residents.

The applicant must comply with the following citizen participation requirement for the preparation and submission of an application to the Texas Community Development Program:

(1) At a minimum, the applicant must hold at least one (1) public hearing prior to developing the application and a second public hearing prior to submission of the application.

(2) The public hearings must be held at least seven (7) days apart.

(3) At least one (1) of the public hearings must be held in the proposed project area.

(4) The locality must retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for a period of one year or until the project, if funded, is closed out. Such records must be made available to the public in accordance with Texas Civil Statutes, Article 6252-17a.

(5) The first public hearing must include a discussion with citizens on the development of housing and community development needs, the amount of funding available, all eligible activities under the Texas Community Development Program, and the use of past TCDP contract funds, if applicable. Citizens, with particular emphasis on persons of low and moderate income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

(6) The second public hearing must include a discussion of the proposed project, the amount of funds being requested, the estimated amount of funds proposed for activities that will benefit low/moderate income persons, and the plans of the locality to minimize displacement of persons and to assist persons actually displaced as a result of activities assisted with TCDP funds, if applicable. The notice must include the location and hours when the application is available for review.

(7) While more than one application can be discussed at a single public hearing -- e.g., if the applicant is considering both a Community Development Fund or a Special Impact Fund and a Texas Capital Fund application -- a hearing held for the previous program year's submittal of the same application (under either fund) is not acceptable for meeting the requirements for any subsequent competition.

The applicant must comply with the following citizen participation requirements in the event that the applicant/recipient receives funds from the Texas Community Development Program:

(1) The locality must hold a public hearing concerning any substantial change, as determined by TDOC, proposed to be made in the use of TCDP funds from one eligible activity to another.

(2) Upon completion of the community development program activities, the locality shall hold a public hearing and review its program performance including the actual use of the TCDP funds.

(3) The locality must retain documentation of the hearing notices(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Texas Civil Statutes, Article 6252-17a.

R E S O L U T I O N

A RESOLUTION AUTHORIZING AND SUPPORTING CONTRACT AMENDMENT NUMBER ONE UNDER THE COUNTY'S TEXAS COMMUNITY DEVELOPMENT PROGRAM - SPECIAL IMPACT FUND; AND, AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CONTRACT AMENDMENT.

WHEREAS, the County has been awarded a grant from the Texas Community Development Program under the Special Impact Fund, Contract 707005; and,

WHEREAS, the County desires to utilize project grant funds for the purpose of completing certain improvements to benefit low and moderate income persons; and,

WHEREAS, the Texas Department of Commerce requires a resolution authorizing and supporting a contact amendment when same is requested.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. THAT, the County authorizes and supports the need for a contract amendment to the Texas Community Development Program under the Special Impact Project Fund;

Section 2. THAT, the County requests a contract amendment to the Performance Statement as attached to revise the activities to carry out sewer system improvements; and,

Section 3. THAT, the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this contract amendment.

PASSED AND APPROVED, this 14th day of May, 1990, at a meeting of the Commissioners' Court of the County of Fort Bend, Texas.

APPROVED:

Judge E. Stavinoha

COUNTY JUDGE

ATTEST:

Dianne Wilson

COUNTY CLERK

REVISED PERFORMANCE STATEMENT

Exhibit A

Fort Bend County

Contractor shall carry out the following activities in the target area identified on the map in its 1987 Special Impact Fund application.

Section 1. WATER AND SEWER SYSTEM IMPROVEMENTS

Contractor shall install approximately two thousand five hundred eighty linear feet (2,580') of six inch (6") sewer line, approximately five thousand one hundred twenty-three linear feet (5,123') of eight inch (8") sewer line, approximately two thousand forty linear feet (2,040') of six inch force main, one (1) lift station, twenty-nine (29) manholes, purchase wastewater treatment plant capacity from Fort Bend County Water Control and Improvement District No. 2, bore and jack, driveway crossings, one hundred twenty-eight (128) service connections/yard lines, other associated appurtenances, and include trench safety provisions. The construction will take place in the Fifth Street area of Fort Bend County along the following streets.

STREET/CREEK	FROM	TO
Stafford Run Creek	Fifth Street	WCID No. 2 Sewer Treatment Plant
Corine Street	Horace Street	Fifth Street
Fifth Street	Corine Street	Packer Lane
Moore Road	Fifth Street	Richton Street
Joann Street	Moore Road	Christoper Street
Katherine Street	Moore Road	Christoper Street
Lelia Street	Moore Road	Christoper Street

These activities shall benefit six hundred ten (610) persons, of which five hundred eighty-four (584), or ninety-six percent (96%), are of low to moderate income. Contractor shall use the bid/contract process to complete this activities, utilizing Three Hundred Thousand and No/100 Dollars ($300,000) of contract funds and Nineteen Thousand Four Hundred Eighty-Six and No/100 Dollars ($19,486) of funds provided by The George Foundation.

Section 24. ACQUISITION

Contractor shall utilize One Thousand Five Hundred and No/100 Dollars ($1,500) of funds provided by The George Foundation to carry out all acquisition of needed real property, easements and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et. seq.) and HUD implementing regulations (24 C.F.R. Part 42).

Section 30. ENGINEERING

Contractor shall utilize Thirty-Three Thousand Fourteen and No/100 Dollars ($33,014) of funds provided by The George Foundation to pay for all eligible project-related engineering services, preliminary and final design plans and specifications, all interim and final inspections, and all special services.

Section 6. ADMINISTRATION

Contractor shall utilize Twenty-One Thousand and No/100 Dollars ($21,000) of funds provided by The George Foundation to carry out all project administration activities, including the cost associated with the required program compliance and fiscal audit. It is further understood that any costs above this contract amount incurred by Contractor for these activities shall be paid for with local funds.

41 2237/7

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

TO: Commissioners Court

FROM: Dianne Wilson, County Clerk DW

RE: Per Diem

Date: May 8, 1990

Please clarify the per diem issue because I am receiving conflicting information from the County Auditor and County Treasurer. Should we be reimbursed at a flat rate not to exceed $20.00 or an accumulated rate not to exceed $20.00? Example: a three day seminar to Dallas

	Actual	Flat	Accumulated
Day 1	$ 14.75	$ 14.75	3 days x
Day 2	$ 28.60	$ 20.00	$20.00
Day 3	$ 21.10	$ 20.00	
	64.45	54.75	60.00

Should this person be paid a flat cost of $54.75 or an accumulated cost of $60.00?

Also, I would like the rate changed in budget year 1991 to a flat rate of $25.00 per day due to increase cost over the past seven years since it was originally set. If this is adopted, a person would be paid $25.00 for every full day spent outside the county.

Please clarify the current situation through the court agenda and consider the rate increase for 1991.

cc: County Treasurer
County Auditor

301 Jackson St., P.O. Box 520, Richmond, Texas 77469 - (713) 341-8685 Fax(713) 341-4520

Acts 1989, 71st Leg., ch. 1250, § 9 in subsec. (a), substituted "$10,000" for "$5,000".

Cross References

Purchasing agents, see § 262.011.

Notes of Decisions

County purchasing agent 3.5

3.5 County purchasing agent

In counties with county purchasing agents, the purchasing agent must make all purchases that are not subject to the competitive bid requirements of this section, and the purchasing agent is subject to the $5,000 limitation imposed by this section in making purchases of maintenance and repair items unless such purchases fall within the exceptions set forth in section 262.024 of the Code. Op.Atty.Gen.1988, No. JM-974.

10. Jails

Former Cir.St. art. 2368a.5 (now, this subchapter) is applicable to the sheriff in making purchases for the operation of the county jail. Op. Atty.Gen.1987, No. JM-783.

§ 262.024. Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any work performed and paid for by the day, as the work progresses;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment; or

Text of subd. (a)(8) as added by Acts 1989, 71st Leg., ch. 962, § 1

(8) an item of food.

Text of subd. (a)(8) as added by Acts 1989, 71st Leg., ch. 1001, § 2

(8) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government.

Text of subd. (a)(8) as added by Acts 1989, 71st Leg., ch. 1060, § 1

(8) any work performed under a contract for community and economic development made by a county under Section 381.004.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

41 2239

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 14th day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Clear Lake Construction, Inc. Dated 5/1/90, Bond No. 31920, Permit No. 81168 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner _____, seconded by Commissioner _____, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Grachenberg
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.

41 2240

Appl. # 81168

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

5-4-90
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

Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $2,000.00

Cashier's Check #31920

8/3/87

41 2241

Clear Lake National Bank
16211 Space Center Blvd., P. O. Box 590027, Houston, Tx. 77259-0027

31920

Clear Lake Construction
REMITTER

May 3 19 90

35-959
1130

PAY TO THE ORDER OF **Fort Bend County [redacted] $**2,000.00**

CLEAR LAKE NATIONAL BANK 2000 DOLS 00 CTS

CASHIER'S CHECK

Nancy A. Kynar

cj

⑈031920⑈ ⑆113009590⑆ ⑈0000018⑈

NOTICE OF PROPOSED CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN FORT BEND COUNTY ROAD OR DITCH RIGHT OF WAY 41 2242

(To be Submitted in Quintuplicate)

TO COUNTY OF FORT BEND

PRECINCT NO. 1
PERMIT NO. 81168

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

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

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Greatwood Pkwy	350' N Greatwood Shores	90LF	X			X

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

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

General Description

Road Bore for HL&P Service

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: Clear Lake Construction, Inc.
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Bob Francis
(Signature)

NAME & TITLE Bob Francis - Vice President
(Please Print)

DATE: 5/1/90
ADDRESS: 1909 Marvin Circle
(Street/P.O. Box)

Seabrook, Texas 77586
City State Zip
TELEPHONE NO: (713) 474-3333

AS PER ORIGINAL

HOUSTON LIGHTING & POWER CO

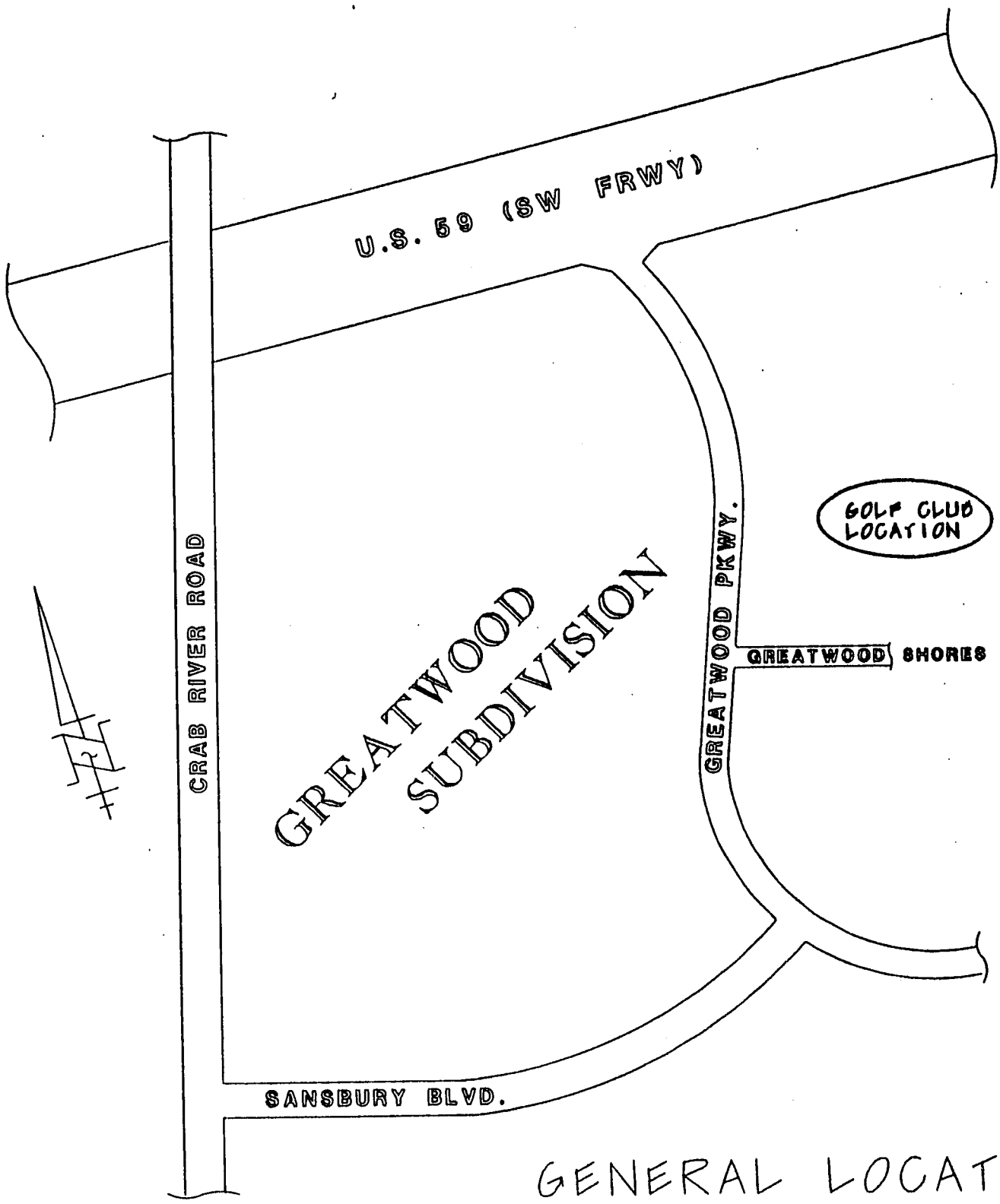
ENGINEERING DEPARTMENT

SHEET 14 OF 35

REV. #1

AVM Checked Date PS ER 41 2243

Project GREATWOOD GOLF CLUB (NOT TO SCALE)



GENERAL LOCATION SKETCH

AS PER ORIGINAL

HOUSTON LIGHTING & POWER CO

ENGINEERING DEPARTMENT

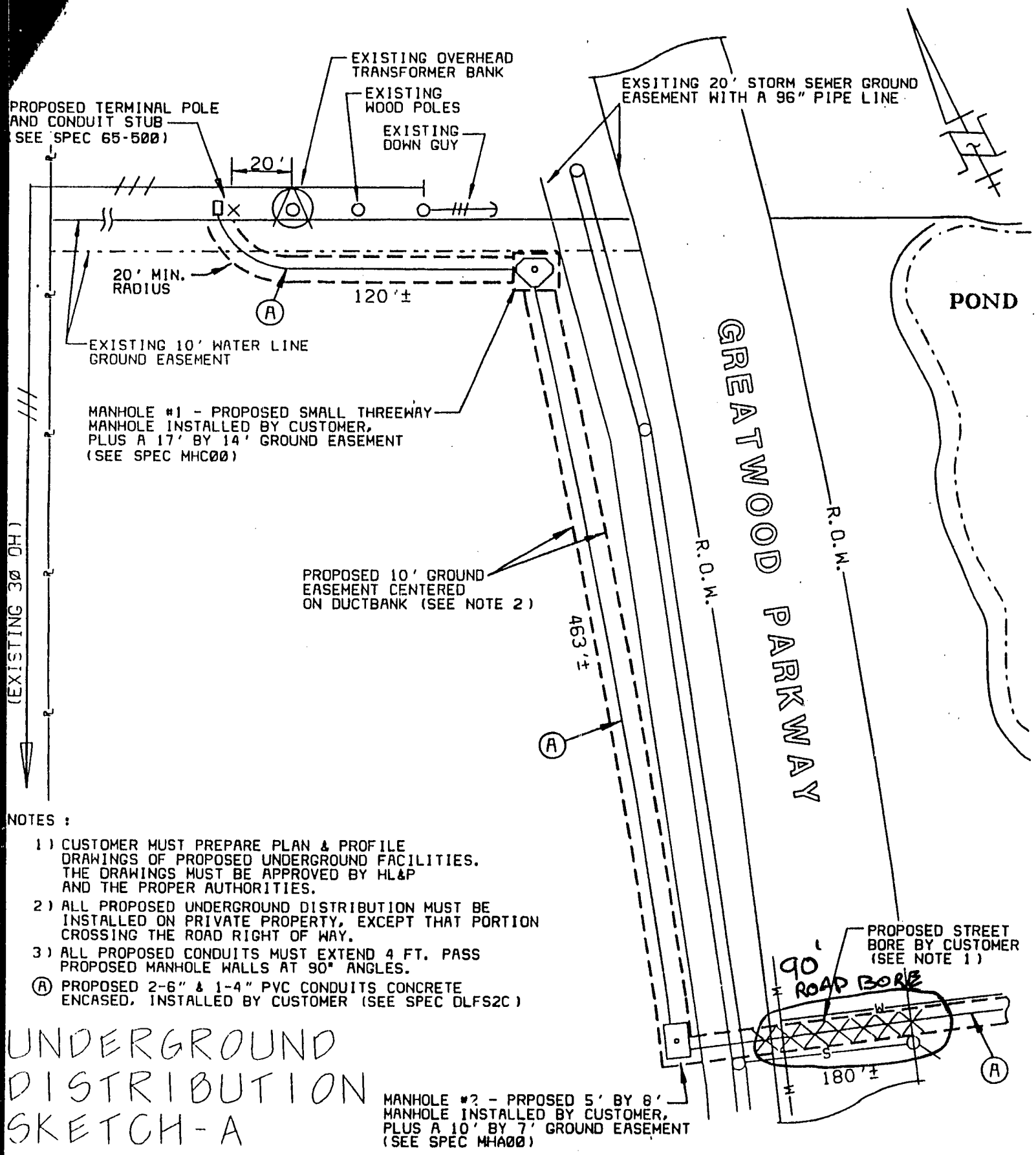
SHEET 15 OF 35

REV. #1

41 2244

AVM Checked Date PS ER

Project GREATWOOD GOLF CLUB (NOT TO SCALE)



NOTES :

1) CUSTOMER MUST PREPARE PLAN & PROFILE DRAWINGS OF PROPOSED UNDERGROUND FACILITIES. THE DRAWINGS MUST BE APPROVED BY HL&P AND THE PROPER AUTHORITIES.

2) ALL PROPOSED UNDERGROUND DISTRIBUTION MUST BE INSTALLED ON PRIVATE PROPERTY, EXCEPT THAT PORTION CROSSING THE ROAD RIGHT OF WAY.

3) ALL PROPOSED CONDUITS MUST EXTEND 4 FT. PASS PROPOSED MANHOLE WALLS AT 90° ANGLES.

(A) PROPOSED 2-6" & 1-4" PVC CONDUITS CONCRETE ENCASED, INSTALLED BY CUSTOMER (SEE SPEC DLFS2C)

UNDERGROUND DISTRIBUTION SKETCH-A

22. CONSIDER PARTIAL FUNDING OF A TRAFFIC SIGNAL DEVICE AT BROADMOOR & DULLES AVE., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Lutts, duly put and unanimously carried, it is ordered to approve under the interlocal agreement with Sugar Land, partial funds for a traffic signal device not to exceed $25,000 for installing the light. Funds to come from Pct.3 Ending Balance.

23. CONSIDER APPROVING CLEAR CREEK WATERSHED INTERLOCAL AGREEMENT, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to postpone and put under the Drainage District agenda.

24. SET PUBLIC HEARING FOR TRAFFIC CONTROL DEVICES ON MORTON LEAGUE BETWEEN MAYWEATHER & PITTS RD., PCT. 4:

Moved by Commissioner Lutts, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to set public hearing for JUNE 4 at 10:30 a.m. to consider installing traffic control devices on Morton League between Mayweather & Pitts Rd., Pct. 4.

25. TAKE ACTION ON THE FOLLOWING BIDS: (1) RENTAL OF WORK UNIFORMS (#90-038); (2) MAINTENANCE SERVICE OF HEWLETT PACKARD PRINTERS (#90-045); (3) BRIDGE MATERIALS (#90-046); (4) CULVERTS (#90-047); (5) WEED, BRUSH & INSECT CONTROL MATERIALS (#90-048):

Rental of work uniforms:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, the Commissioners find that the best bid #90-038 be awarded to DICKIES WORK CLOTHES RENTAL for rental of work uniforms.

Maintenance service of Hewlett Packard printers:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to reject bid #90-45 and service will be handled on an open market as needed, as recommended by John Hammett, Purchasing Agent. (Recorded in minutes in full)

Bridge materials (#90-046):

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 COLFAX CREOSOTING CO. and CONROE CREOSOTING CO., based upon the availability and price at time of order. (Recorded in minutes in full)

Culverts (#90-047):

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

Weed, brush & insect control materials (#90-048):

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 based upon specific compliance, price and availability at time of order. (Recorded in minutes in full)

22

41 2246

City of Sugar Land

City Secretary's Office
Post Office Box 110
Sugar Land, Texas 77487-0110
Telephone (713) 242-3170

June 11, 1990

RECEIVED
JUN 13 1990
COUNTY JUDGE

Ms. Dianne Wilson
Fort Bend County Clerk
Post Office Box 520
Richmond, Texas 77469

Re: Interlocal Agreement for the Maintenance of Traffic Control Devices

Dear Ms. Wilson:

Enclosed please find an interlocal agreement by and between the City of Sugar Land and the County of Fort Bend for the maintenance of traffic control devices. Please excute and return to my attention at the above address.

Should you have questions please contact me. Thank you in advance for your cooperation in this matter.

Very truly yours,

CITY OF SUGAR LAND

Glenda Gundermann

Glenda Gundermann, C.M.C.
City Secretary

GG:jb

Enclosure

2504L

FILED
'90 JUN 12 A11:11
Dianne Wilson
COUNTY CLERK
FORT BEND COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND
AND THE CITY OF SUGAR LAND FOR MAINTENANCE
OF TRAFFIC CONTROL DEVICES

This interlocal agreement is entered into between the County of Fort Bend, hereinafter referred to as "County", and the City of Sugar Land, hereinafter referred to as "City".

WHEREAS, the 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 City and the County recognize and agree that traffic signalization at the intersection of Dulles Avenue and Broadmoor is necessary to preserve the safety of the citizens. As such, the City hereby agrees to coordinate and finance one-half of the engineering and construction costs of the signalization project. The County agrees to finance the remaining one-half of the engineering and construction costs. These costs shall include the first year's maintenance and operation of the signals at that particular intersection.

2. After the initial year of maintenance and operation indicated hereinabove, the County agrees to assume the operation and maintenance of the traffic signals at its sole expense until such time that the specified intersection has been annexed into a city.

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 after the initial year of maintenance and operation.

4. It is expressly understood and agreed by the parties hereto that this agreement will have no force or effect until duly executed by all parties.

SIGNED this 5th day of May, 1990.

THE CITY OF SUGAR LAND

By: _____
MAYOR

ATTEST:

_____
CITY SECRETARY

SIGNED this 14th day of May, 1990.

COUNTY OF FORT BEND

By: Joe Stavinoha
COUNTY JUDGE

ATTEST:

Elaine Pulson
COUNTY CLERK

0229C

41 2249 24

****

PUBLIC HEARING NOTICE

****

FOR: TRAFFIC CONTROL DEVICES ON MORTON LEAGUE

DATE: JUNE 4

TIME: 10:30

NEWSPAPER(S)

INVOICE:

CONTRACT FOR RENTAL WORK UNIFORMS FOR CERTAIN FORT BEND COUNTY EMPLOYEES
BID #90-038

COMPANY	PERMA-PRESS UNIFORMS BID PRICE PER CHANGE						100% COTTON UNIFORMS PRICE PER CHANGE				LOSS/DAMAGE		INITIAL SET-UP	TOTAL ANNUAL BID PRICE
	SHIRT LONG SLEEVE		SHIRT SHORT SLEEVE		TROUSERS		SHIRT LONG SLEEVE	SHIRT SHORT SLEEVE	TROUSERS					
	REG.	EXE.	REG.	EXE.	REG.	WEST	REG.	REG.	REG.	WEST	SHIRT	TROUSERS		
Dickies Work Clothes Rental Service Co. Rosenberg, TX	$.40	$.50	$.40	$.50	$.54	$.54	$.54	$.54	$.70	$.66	$7.00	$8.00	None	$63,150.00
ARATEX Services Stafford, TX	$.41	$.50	$.41	$.50	$.58	$.58	$.95	$.95	$1.10	$1.25	$8.00 perma-press $10.00 100% cotton	$10.00 $13.50	$10.00	$78,337.50

41 2250

25(2)

41 2251

CONTRACT FOR MAINTENANCE SERVICE OF HEWLETT PACKARD PRINTERS - BID #90-045.

COMPANY	BID PRICE PER YEAR, PER PRINTER	REMARKS
AHT Services, Inc. Rosenberg, TX 77471	$390.00	Bidder did not include references, as required.
Eagle Computing, Inc. Houston, TX 77056	$595.00	Bidder takes exeption to bid specs. Bid price does not include maintenance service for the HP2631B and HP2691A printers.

NO BID MEETING SPECS.

RECAPITULATION OF BID INVITATION

LEGAL NOTICE RUN IN NEWSPAPER: April 22, 1990 and April 29, 1990.

INDIVIDUAL NOTICES MAILED: 24

BID PACKETS PICKED UP OR MAILED: 4

BIDS RECEIVED: 2

25(3)

41 2252

FORT BEND COUNTY

BRIDGE MATERIALS
BID #90-046

1 JULY 1990
THRU
30 JUNE 1991

41 2253

INDEX

ITEM	PAGE NUMBER
SOUTHERN YELLOW PINE BRIDGE PILING 8" TOP: 12# AND 20# CREOSOTE	1
NO. 2 OR BETTER SOUTHERN YELLOW PINE ROUGH BRIDGE TIMBER 12# CREOSOTE	2 - 3
NO. 2 OR BETTER SOUTHERN YELLOW PINE S1S1E BRIDGE TIMBER 8# CREOSOTE	4
NO. 1 DENSE SOUTHERN YELLOW PINE S1S1E BRIDGE TIMBER 8# CREOSOTE	5
PENTA TREATED MATERIALS - NO. 2 OR BETTER SRS SOUTHERN YELLOW PINE 8# PENTA	6

41 2254

COMPANY	CONTACT	PHONE NUMBER
Colfax Creosoting Company Pineville, LA	Ray Michel	(800) 367-8155
Conroe Creosoting Company Conroe, TX	James P. Lumpkin	(713) 443-0336
Kennedy Saw Mills, Inc. Shreveport, LA	John E. Kennedy	(318) 222-8491

41 2255

SOUTHERN YELLOW PINE BRIDGE PILING 8" TOP

MATERIAL DESCRIPTION	COLFAX CREOSOTING PRICE/FT. 12# CREO.	COLFAX CREOSOTING PRICE/FT. 20# CREO.	CONROE CREOSOTING CO. PRICE/FT. 12# CREO.	CONROE CREOSOTING CO. PRICE/FT. 20# CREO.	KENNEDY SAW MILLS, INC. PRICE/FT. 12# CREO.	KENNEDY SAW MILLS, INC. PRICE/FT. 20# CREO.
50 FT. PILING 12" BUTT	$3.97	$4.05	$4.34	$5.41	*$4.57	**$5.12
45 FT. PILING 12" BUTT	3.73	4.25	4.10	5.10	*4.38	**4.90
40 FT. PILING 12" BUTT	3.88	4.42	4.09	5.07	*4.15	**4.63
35 FT. PILING 12" BUTT	4.03	4.59	4.15	5.17	*3.89	**4.41
30 FT. PILING 12" BUTT	4.24	4.82	3.72	4.69	*3.63	**4.10
25 FT. PILING 12" BUTT	4.46	5.07	3.74	4.69	*4.16	**4.71
30 FT. PILING 8" TOP	3.02	3.43	3.43	4.41	*3.53	**3.92
25 FT. PILING 8" TOP	3.21	3.66	3.33	4.21	*3.36	**3.73
20 FT. PILING 8" TOP	2.93	3.34	3.05	3.82	*3.21	**3.58
18 FT. PILING 8" TOP	3.19	3.62	2.86	3.65	*3.06	**3.43
16 FT. PILING 8" TOP	3.31	3.73	2.51	3.18	*2.90	**3.25
14 FT. PILING 8" TOP	3.22	3.58	2.58	3.25	*2.90	**3.25
12 FT. PILING 8" TOP	3.46	3.82	2.58	3.25	*2.75	**3.08

*KENNEDY SAW MILLS: Can accept orders for 12# treated material in multiples of T/L quantities, approximately 45,000 to 47,000 lbs. each.

**KENNEDY SAW MILLS: Can accept orders for 20# (or refusal) treated material in multiples of 2 light truckloads, approximately 80,000 to 88,000 lbs. per order.

41 2256

NO. 2 OR BETTER SOUTHERN YELLOW PINE ROUGH BRIDGE TIMBER 12# CREOSOTE

MATERIAL DESCRIPTION	COLFAX CREOSOTING UNIT PRICE MBM	CONROE CREOSOTING CO. UNIT PRICE MBM	KENNEDY SAW MILLS, INC. UNIT PRICE MBM
8" x 8" - 16 FT.	$690.00	$570.00	*$623.00
8" X 10" - 16 FT.	710.00	590.00	*651.00
10" X 10" - 14 FT.	710.00	610.00	*651.00
10" X 10" - 24 FT.	790.00	705.00	*730.00
10" X 10" - 26 FT.	815.00	760.00	*882.00
10" X 10" - 28 FT.	840.00	785.00	*938.00
10" X 12" - 14 FT.	720.00	610.00	*679.00
10" X 12" - 16 FT.	720.00	610.00	*679.00
10" X 12" - 24 FT.	790.00	640.00	*758.00
10" X 12" - 26 FT.	825.00	640.00	*882.00
10" X 12" - 28 FT.	850.00	750.00	*938.00
12" X 12" - 16 FT.	730.00	620.00	*679.00
12" X 12" - 20 FT.	750.00	655.00	*713.00
12" X 12" - 24 FT.	790.00	750.00	*758.00
12" X 12" - 26 FT.	820.00	800.00	*882.00
12" X 12" - 28 FT.	870.00	825.00	*938.00

*KENNEDY SAW MILLS: Can accept orders in multiples of T/L quantities, approximately 45,000 to 47,000 lbs. each.

41 2257

NO. 2 OR BETTER SOUTHERN YELLOW PINE ROUGH BRIDGE TIMBER 12# CREOSOTE (CONTINUED)

MATERIAL DESCRIPTION	COLFAX CREOSOTING UNIT PRICE MBM	CONROE CREOSOTING CO. UNIT PRICE MBM	KENNEDY SAW MILLS, INC. UNIT PRICE MBM
6" X 16" - 14 FT.	770.00	750.00	*814.00
6" X 16" - 16 FT.	770.00	750.00	*814.00
6" X 18" - 18 FT.	800.00	875.00	*899.00

*KENNEDY SAW MILLS: Can accept orders in multiples of T/L quantities, approximately 45,000 to 47,000 lbs. each.

41 2258

NO. 2 OR BETTER SOUTHERN YELLOW PINE S1S1E BRIDGE TIMBER 8# CREOSOTE

MATERIAL DESCRIPTION	COLFAX CREOSOTING UNIT PRICE MBM	CONROE CREOSOTING CO. UNIT PRICE MBM	KENNEDY SAW MILLS, INC. UNIT PRICE MBM
4" X 12" - 14 FT.	$690.00	$620.00	*$669.00
4" X 12" - 16 FT.	690.00	620.00	*669.00
4" X 12" - 18 FT.	710.00	645.00	*691.00
2" X 8" - 12 FT.	735.00	565.00	*619.00
2" X 8" - 16 FT.	735.00	590.00	*619.00
2" X 8" - 24 FT.	820.00	775.00	*697.00
3" X 8" - 12 FT.	740.00	575.00	*596.00
3" X 8" - 14 FT.	740.00	575.00	*596.00
3" X 8" - 16 FT.	740.00	585.00	*596.00
3" X 8" - 20 FT.	780.00	635.00	*630.00
3" X 8" - 24 FT.	820.00	735.00	*675.00
3" X 8" - 26 FT.	845.00	750.00	*804.00
3" X 8" - 28 FT.	870.00	750.00	*860.00

*KENNEDY SAW MILLS: Can accept orders for T/L quantities only, approximately 45,000 to 47,000 lbs.

41 2259

NO. 1 DENSE SOUTHERN YELLOW PINE S1S1E BRIDGE TIMBER 8# CREOSOTE

MATERIAL DESCRIPTION	COLFAX CREOSOTING UNIT PRICE MBM	CONROE CREOSOTING CO. UNIT PRICE MBM	KENNEDY SAW MILLS, INC. UNIT PRICE MBM
4" X 12" - 14 FT.	$790.00	$665.00	*$729.00
4" X 12" - 16 FT.	790.00	665.00	*729.00
4" X 12" - 18 FT.	810.00	690.00	*751.00
3" X 12" - 14 FT.	790.00	665.00	*729.00
3" X 12" - 16 FT.	790.00	665.00	*729.00
3" X 12" - 18 FT.	810.00	690.00	*751.00

*KENNEDY SAW MILLS: Can accept orders for T/L quantities only, approximately 45,000 to 47,000 lbs.

41 2260

PENTA TREATED MATERIALS - NO.2 OR BETTER SRS SOUTHERN YELLOW PINE 8# PENTA

MATERIAL DESCRIPTION	*COLFAX CREOSOTING UNIT PRICE/100 BD	CONROE CREOSOTING CO. UNIT PRICE/100 BD	KENNEDY SAW MILLS, INC. UNIT PRICE/100 BD
4" X 4" - 12 FT.	$655.00	$635.00	NO BIDS
2" X 6" - 16 FT.	630.00	595.00	NO BIDS
2" X 6" - 12 FT.	630.00	570.00	NO BIDS
2" X 6" - 20 FT.	675.00	620.00	NO BIDS
2" X 4" - 12 FT.	630.00	585.00	NO BIDS
2" X 4" - 16 FT.	630.00	615.00	NO BIDS
2" X 4" - 18 FT.	650.00	615.00	NO BIDS
2" X 4" - 20 FT.	675.00	620.00	NO BIDS
6 1/2 FT. POSTS - 3 1/2" - 4" TOP	NO BID	2.80/EACH	NO BIDS
8 FT. POSTS - 6" TOP	NO BID	8.59/EACH	NO BIDS
8 FT. POSTS - 7" TOP	NO BID	13.72/EACH	NO BIDS
8 FT. POSTS - 8" TOP	NO BID	16.68/EACH	NO BIDS

*COLFAX CREOSOTING: Prices are based on shipping minimum 44,000 pounds truckload to one destination.

FORT BEND COUNTY

WEED, BRUSH & INSECT CONTROL MATERIALS

BID #90-048

1 JULY 1990 THRU 30 JUNE 1991

41 2261

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	PAGE #
1	ARSENAL	1
2	BANVEL 720 HERBICIDE: Manufactured by Velsicol Chemical Corp.	2
3	DOWPON	3
4	GARLON 3A	4
5	GARLON 4	5
6	INSECTICIDE: Pyrethroid type, thermal fogging equipment.	6
7	MALATHION: 57% emulsifiable premium grade min., mechanical fog	7
8	MALATHION: 91% technical grade min., thermal fogging equip.	8
9	NALCOTROL: Drift control additive.	9
10	NALCOTROL II: Drift control additive.	10
11	OUST: Weed control, kills Johnson grass but leaves Bermuda.	11
12	PRAMITOL	12
13	RODEO HERBICIDE	13
14	ROUNDUP HERBICIDE: Manufactured by Monsanto Co.	14
15	SPIKE	15
16	SURFACANT	16
17	VELPAR-L: Manufactured by Dupont.	17
18	2,4-D AMINE FULL AQUATIC LABEL	18

41 2292

COMPANY	CONTACT PERSON	TELEPHONE NUMBER
B & G CHEMICAL AND EQUIPMENT CO.	JEFF ALVIS	713-682-4411
DAMON FARM-RANCH SERVICE CENTER	LEO G. MIKESKA	409-742-3317
EL CAMPO SPRAYING SERVICE, INC.	ED STRNADEL, JR.	409-543-7811
ESTES CHEMICALS, INC.	DAVID CARSON	800-234-9793
GOLDTHWAITE'S OF TEXAS, INC.	RAY MEYER	666-4233
PREMIUM SUPPLY CO.	CARL L. SANDERS, JR.	409-543-7113
PUBLIC HEALTH EQUIPMENT & SUPPLY	MILLS REEVES	800-284-0106
TIMBERLAND ENTERPRISES, INC.	GEORGE PYLANT III	713-644-1800
VAN WATERS & ROGERS, INC.	TONY SMITH	713-644-1601
WILBUR-ELLIS/TIDE DIVISION	J. RICK FERRILL	409-234-7371

41 2263

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
1	ARSENAL	ESTES CHEMICALS, INC.	$135.42	$500.00	30 GALLON CONT.	NONE	$4062.60
		EL CAMPO SPRAYING SERVICE, INC.	$135.42	NOT STATED	30 GALLON CONT.	NONE	$4062.60
		TIMBERLAND ENTERPRISES, INC.	$138.50	NOT STATED	30 GALLON CONT.	NONE	$4155.00
		WILBUR-ELLIS/TIDE DIVISION	$140.25	40 GALLONS	2.5 GALLON CONT.	NONE	$5610.00
		ESTES CHEMICALS, INC.	$141.67	$500.00	2.5 GALLON CONT.	NONE	$500.00
		EL CAMPO SPRAYING SERVICE, INC.	$141.84	NOT STATED	2.5 GALLON CONT.	NONE	$354.60
		TIMBERLAND ENTERPRISES, INC.	$144.50	NOT STATED	2 X 2.5 GALLON CONT.	NONE	$722.50
		VAN WATERS & ROGERS, INC.	$148.00	30 GALLONS	30 GALLON CONT.	NONE	$4440.00
		B & G CHEMICAL AND EQUIPMENT CO.	$170.48	2.5 GALLONS	2.5 GALLON CONT.	NONE	$426.20

A1 2294

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
2	BANVEL 720 HERBICIDE: Manufactured by Velsicol Chemical Corp.	TIMBERLAND ENTERPRISES, INC.	$22.00	NOT STATED	30 GALLON CONT.	NONE	$660.00
		TIMBERLAND ENTERPRISES, INC.	$23.00	NOT STATED	2 X 2.5 GALLON CONT.	NONE	$115.00
		GOLDTHWAITE'S OF TEXAS, INC.	$24.09	2.5 GALLONS	2.5 GALLON CONT.	NONE	$60.23
		VAN WATERS & ROGERS, INC.	$24.45	30 GALLONS	30 GALLON CONT.	NONE	$733.50

41 2265

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
3	DOWPON	NO BIDS RECEIVED THIS ITEM					

41 2266

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
4	GARLON 3A	TIMBERLAND ENTERPRISES, INC.	$48.90	NOT STATED	2 X 2.5 GALLON CONT.	NONE	$244.50
		ESTES CHEMICALS, INC.	$48.90	$500.00	2.5 GALLON CONT.	NONE	$500.00
		VAN WATERS & ROGERS, INC.	$55.35	30 GALLONS	2.5 GALLON CONT.	NONE	$1660.50
		B & G CHEMICAL AND EQUIPMENT CO.	$58.92	2.5 GALLON	2.5 GALLON CONT.	NONE	$147.30
		WILBUR-ELLIS/TIDE DIVISION	$60.95	60 GALLONS	2.5 OR 30 GALLON CONT.	NONE	$3657.00

41 2267

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
5	GARLON 4	ESTES CHEMICALS, INC.	$64.00	$500.00	2.5 GALLON CONT.	NONE	$500.00
		TIMBERLAND ENTERPRISES, INC.	$64.00	NOT STATED	2 X 2.5 GALLON CONT.	NONE	$320.00
		VAN WATERS & ROGERS, INC.	$75.55	30 GALLONS	2.5 GALLON CONT.	NONE	$2266.50
		B & G CHEMICAL AND EQUIPMENT CO.	$77.11	2.5 GALLON	2.5 GALLON CONT.	NONE	$192.78
		WILBUR-ELLIS/TIDE DIVISION	$79.60	60 GALLONS	2.5 OR 30 GALLON CONT.	NONE	$4776.00

41 2268

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
6	INSECTICIDE: Pyrethroid type, thermal fogging equipment.	PREMIUM SUPPLY CO.	$11.90	55 GALLONS	55 GALLON CONT.	BIDDING THERMAL FOG APPLIED @ 3.75 GAL. OF 20% AGENT PER ACRE	$654.50
		PUBLIC HEALTH EQUIPMENT & SUPPLY	$17.50	NONE	55 GALLON CONT.	BIDDING FF-145 FALCON APPLIED @ 1 GAL. TO 10 FUEL OIL.	$962.50

41 2269

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
7	MALATHION: 57% emulsifiable premium grade min., mechanical fog	TIMBERLAND ENTERPRISES, INC.	$13.50	NOT STATED	5 GALLON CONT.	NONE	$67.50
		VAN WATERS & ROGERS, INC.	$13.85	30 GALLONS	2.5 GALLON CONT.	NONE	$415.50
		WILBUR-ELLIS/TIDE DIVISION	$13.95	180 GALLONS	2.5 GALLON CONT.	NONE	$2511.00
		PUBLIC HEALTH EQUIPMENT & SUPPLY	$14.10	55 GALLONS	55 GALLON CONT.	BIDDING TERRA	$775.50
		B & G CHEMICAL AND EQUIPMENT CO.	$14.57	2.5 GALLONS	2.5 GALLON CONT.	NONE	$36.43
		B & G CHEMICAL AND EQUIPMENT CO.	$15.23	1 GALLON	1 GALLON CONT.	NONE	$15.23
		GOLDTHWAITE'S OF TEXAS, INC.	$15.40	2.5 GALLONS	2.5 GALLON CONT.	NONE	$38.50
		PREMIUM SUPPLY CO.	$16.25	NOT STATED	55 GALLON CONT.	NONE	$893.75
		WILBUR-ELLIS/TIDE DIVISION	$19.85	180 GALLONS	5 GALLON CONT.	BIDDING MALATHION 8S 91.1%	$3573.00

41 2270

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
8	MALATHION: 91% technical grade min., thermal fogging equip.	B & G CHEMICAL AND EQUIPMENT CO.	$17.35	55 GALLONS	55 GALLON CONT.	NONE	$954.25
		VAN WATERS & ROGERS, INC.	$18.35	55 GALLONS	55 GALLON CONT.	NONE	$1009.25
		WILBUR-ELLIS/TIDE DIVISION	$18.50	2 X 54 GALLONS	54 GALLON CONT.	NONE	$1998.00
		TIMBERLAND ENTERPRISES, INC.	$19.00	NOT STATED	55 GALLON CONT.	NONE	$1045.00
		ESTES CHEMICALS, INC.	$19.37	$500.00	54 GALLON CONT.	BIDDING 95% TECH. GRADE	$1045.98
		TIMBERLAND ENTERPRISES, INC.	$19.50	NOT STATED	5 GALLON CONT.	NONE	$97.50
		PREMIUM SUPPLY CO.	$21.75	NOT STATED	55 GALLON CONT.	NONE	$1196.25
		GOLDTHWAITE'S OF TEXAS, INC.	$22.45	55 GALLONS	55 GALLON CONT.	NONE	$1234.75
		PUBLIC HEALTH EQUIPMENT & SUPPLY	$22.50	55 GALLONS	55 GALLON CONT.	BIDDING TERRA MALATHION 95%	$1237.50

41 2271

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
9	NALCOTROL: Drift control additive.	WILBUR-ELLIS/TIDE DIVISION	$4.50	720 QUARTS	1 QUART CONT.	PRICED PER QUART; PRICE PER GALLON = $18.00	$3240.00
		EL CAMPO SPRAYING SERVICE, INC.	$6.00	NOT STATED	QUART	PRICED PER QUART, BIDDING MORE; PRICE PER GALLON = $24.00	$6.00
		TIMBERLAND ENTERPRISES, INC.	$6.75	NOT STATED	1 QUART CONT.	PRICED PER QUART; PRICE PER GALLON = $27.00	$6.75
		WILBUR-ELLIS/TIDE DIVISION	$16.00	180 GALLONS	1 GALLON CONT.	BIDDING EXACTO MORE	$2880.00
		TIMBERLAND ENTERPRISES, INC.	$20.00	NOT STATED	1 GALLON CONT.	NONE	$20.00
		ESTES CHEMICALS, INC.	$23.80	$500.00	QUART	NONE	$500.00

41 2272

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
10	NALCOTROL II: Drift control additive.	WILBUR-ELLIS/TIDE DIVISION	$4.50	720 QUARTS	1 QUART CONT.	PRICED PER QUART; PRICE PER GALLON = $18.00	$3240.00
		TIMBERLAND ENTERPRISES, INC.	$6.75	NOT STATED	1 QUART CONT.	PRICED PER QUART; PRICE PER GALLON = $27.00	$6.75
		B & G CHEMICAL AND EQUIPMENT CO.	$8.30	1 QUART	1 QUART CONT.	PRICED PER QUART; PRICE PER GALLON = $33.20	$8.30
		WILBUR-ELLIS/TIDE DIVISION	$16.00	180 GALLONS	1 GALLON CONT.	BIDDING EXACTO EXACTROL	$2880.00
		TIMBERLAND ENTERPRISES, INC.	$20.00	NOT STATED	1 GALLON CONT.	NONE	$20.00
		ESTES CHEMICALS, INC.	$23.80	$500.00	QUART	NONE	$500.00

41 2273

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
11	OUST: Weed control, kills Johnson grass but leaves Bermuda.	TIMBERLAND ENTERPRISES, INC.	$127.50	NOT STATED	3 LB. CONT.	PRICED PER LB.	$382.50
		ESTES CHEMICALS, INC.	$128.66	$500.00	3 LB. JUG	PRICED PER LB.	$500.00
		VAN WATERS & ROGERS, INC.	$132.90	3 LBS.	3 LB. JAR.	PRICED PER LB.	$398.70
		WILBUR-ELLIS/TIDE DIVISION	$135.00	24 LBS.	3 LB. CONT.	PRICED PER LB.	$3240.00
		GOLDTHWAITE'S OF TEXAS, INC.	$148.64	3 LBS.	3 LB. CONT.	PRICED PER LB.	$445.92
		B & G CHEMICAL AND EQUIPMENT CO.	$192.89	3 LB.	3 LB. CONT.	PRICED PER LB.	$578.67

41 2274

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
12	PRAMITOL	WILBUR-ELLIS/TIDE DIVISION	$16.65	150 GALLONS	30 GALLON CONT.	NONE	$2497.50
		WILBUR-ELLIS/TIDE DIVISION	$16.85	180 GALLONS	5 GALLON CONT.	NONE	$3033.00
		GOLDTHWAITE'S OF TEXAS, INC.	$17.49	5 GALLONS	5 GALLON CONT.	BIDDING 25E	$87.45
		ESTES CHEMICALS, INC.	$17.50	$500.00	30 GALLON CONT.	NONE	$500.00
		ESTES CHEMICALS, INC.	$17.62	$500.00	5 GALLON CONT.	NONE	$500.00
		DAMON FARM-RANCH SERVICE CENTER	$17.65	90 GALLONS	30 GALLON CONT.	BIDDING 25E	$1588.50
		VAN WATERS & ROGERS, INC.	$17.65	30 GALLONS	5 GALLON CONT.	NONE	$529.50
		TIMBERLAND ENTERPRISES, INC.	$17.75	NOT STATED	5 GALLON CONT.	BIDDING 25E	$88.75
		DAMON FARM-RANCH SERVICE CENTER	$17.95	90 GALLONS	5 GALLON CONT.	BIDDING 25E	$1615.50
		B & G CHEMICAL AND EQUIPMENT CO.	$18.55	30 GALLONS	30 GALLON CONT.	NONE	$556.50
		DAMON FARM-RANCH SERVICE CENTER	$18.65	90 GALLONS	4 X 1 GALLON CONT.	BIDDING 25E	$1678.50
		B & G CHEMICAL AND EQUIPMENT CO.	$18.80	5 GALLONS	5 GALLON CONT.	NONE	$94.00
		B & G CHEMICAL AND EQUIPMENT CO.	$19.60	1 GALLON	1 GALLON CONT.	NONE	$19.60

A1 92179

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
13	RODEO HERBICIDE	TIMBERLAND ENTERPRISES, INC.	$86.50	NOT STATED	30 GALLON CONT.	NONE	$2595.00
		VAN WATERS & ROGERS, INC.	$86.50	30 GALLONS	30 GALLON CONT.	NONE	$2595.00
		ESTES CHEMICALS, INC.	$86.50	$500.00	30 GALLON CONT.	NONE	$2595.00
		TIMBERLAND ENTERPRISES, INC.	$94.50	NOT STATED	2 X 2.5 GALLON CONT.	NONE	$472.50
		ESTES CHEMICALS, INC.	$94.50	$500.00	2.5 GALLON CONT.	NONE	$500.00
		GOLDTHWAITE'S OF TEXAS, INC.	$99.23	2.5 GALLONS	2.5 GALLON CONT.	NONE	$248.08
		B & G CHEMICAL AND EQUIPMENT CO.	$113.86	2.5 GALLONS	2.5 GALLON CONT.	NONE	$284.65
		B & G CHEMICAL AND EQUIPMENT CO.	$138.55	1 GALLON	1 GALLON CONT.	NONE	$138.55

41 2276

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
14	ROUNDUP HERBICIDE: Manufactured by Monsanto Co.	WILBUR-ELLIS/TIDE DIVISION	$52.75	120 GALLONS	30 GALLON CONT.	NONE	$6330.00
		ESTES CHEMICALS, INC.	$53.07	$500.00	30 GALLON CONT.	NONE	$1592.10
		TIMBERLAND ENTERPRISES, INC.	$53.14	NOT STATED	30 GALLON CONT.	NONE	$1594.20
		VAN WATERS & ROGERS, INC.	$54.45	30 GALLONS	30 GALLON CONT.	NONE	$1633.50
		WILBUR-ELLIS/TIDE DIVISION	$55.90	240 GALLONS	2.5 GALLON CONT.	NONE	$13416.00
		ESTES CHEMICALS, INC.	$56.07	$500.00	2.5 GALLON CONT.	NONE	$500.00
		TIMBERLAND ENTERPRISES, INC.	$56.14	NOT STATED	2 X 2.5 GALLON CONT.	NONE	$280.70
		DAMON FARM-RANCH SERVICE CENTER	$56.25	120 GALLONS	30 GALLON CONT.	NONE	$6750.00
		GOLDTHWAITE'S OF TEXAS, INC.	$58.08	30 GALLONS	30 GALLON CONT.	NONE	$1742.40
		DAMON FARM-RANCH SERVICE CENTER	$58.40	120 GALLONS	2 X 2.5 GALLON CONT.	NONE	$7008.00
		GOLDTHWAITE'S OF TEXAS, INC.	$60.35	2.5 GALLONS	2.5 GALLON CONT.	NONE	$150.88
		B & G CHEMICAL AND EQUIPMENT CO.	$67.95	2.5 GALLONS	2.5 GALLON CONT.	NONE	$169.88
		B & G CHEMICAL AND EQUIPMENT CO.	$85.54	1 GALLON	1 GALLON CONT.	NONE	$85.54

41 2277

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
15	SPIKE	TIMBERLAND ENTERPRISES, INC.	$14.90	NOT STATED	25 LB. BAGS	PRICED PER LB. BIDDING 80WP	$372.50
		EL CAMPO SPRAYING SERVICE, INC.	$15.60	NOT STATED	25 LB. BAGS	PRICED PER LB., BIDDING 80W	$390.00
		WILBUR-ELLIS/TIDE DIVISION	$16.95	$5000.00	4 LB. CONT.	PRICE PER LB.	$5000.00
		TIMBERLAND ENTERPRISES, INC.	$17.10	NOT STATED	4 LB. CONT.	PRICED PER LB. BIDDING 80WP	$68.40
		ESTES CHEMICALS, INC.	$17.33	$500.00	4 LB. BAGS	PRICED PER LB.	$500.00
		EL CAMPO SPRAYING SERVICE, INC.	$18.20	NOT STATED	4 LB. BAGS	PRICED PER LB., BIDDING 80W	$72.80
		B & G CHEMICAL AND EQUIPMENT CO.	$20.42	4 LBS.	4 LB. CONT.	PRICED PER LB. BIDDING 80WP	$81.68

41 2278

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
16	SURFACANT	DANON FARM-RANCH SERVICE CENTER	$5.50	100 GALLONS	4 X 1 GALLON CONT.	NONE	$550.00
		WILBUR-ELLIS/TIDE DIVISION	$6.95	150 GALLONS	30 GALLON CONT.	NONE	$1042.50
		WILBUR-ELLIS/TIDE DIVISION	$7.05	180 GALLONS	5 GALLON CONT.	NONE	$1269.00
		WILBUR-ELLIS/TIDE DIVISION	$7.30	180 GALLONS	1 GALLON CONT.	NONE	$1314.00
		GOLDTNWAITE'S OF TEXAS, INC.	$7.68	1 GALLON	1 GALLON CONT.	BIDDING ACTIVATOR NF	$7.68
		VAN WATERS & ROGERS, INC.	$11.50	48 GALLONS	1 GALLON CONT.	BIDDING X-77	$552.00
		ESTES CHEMICALS, INC.	$12.44	$500.00	1 GALLON	BIDDING X-77	$500.00
		TIMBERLAND ENTERPRISES, INC.	$13.00	NOT STATED	5 GALLON CONT.	NONE	$65.00
		TIMBERLAND ENTERPRISES, INC.	$14.00	NOT STATED	1 GALLON CONT.	NONE	$14.00
		B & G CHEMICAL AND EQUIPMENT CO.	$14.16	1 GALLON	1 GALLON CONT.	NONE	$14.16

41 2279

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
17	VELPAR-L: Manufactured by Dupont.	WILBUR-ELLIS/TIDE DIVISION	$44.75	180 GALLONS	5 GALLON CONT.	NONE	$8055.00
		TIMBERLAND ENTERPRISES, INC.	$44.80	NOT STATED	5 GALLON CONT.	NONE	$224.00
		VAN WATERS & ROGERS, INC.	$45.40	30 GALLONS	30 GALLON CONT.	NONE	$1362.00
		WILBUR-ELLIS/TIDE DIVISION	$45.65	180 GALLONS	1 GALLON CONT.	NONE	$8217.00
		ESTES CHEMICALS, INC.	$48.28	$500.00	5 GALLON CONT.	NONE	$500.00
		GOLDTHWAITE'S OF TEXAS, INC.	$49.38	30 GALLONS	30 GALLON CONT.	NONE	$1481.40
		GOLDTHWAITE'S OF TEXAS, INC.	$50.13	2.5 GALLONS	2.5 GALLON CONT.	NONE	$125.33
		DAMON FARM-RANCH SERVICE CENTER	$50.50	50 GALLONS	4 X 1 GALLON CONT.	NONE	$2525.00
		B & G CHEMICAL AND EQUIPMENT CO.	$58.01	1 GALLON	1 GALLON CONT.	NONE	$58.01

41 2280

CONTRACT FOR THE PURCHASE OF WEED, BRUSH, AND INSECT CONTROL MATERIALS
BID NUMBER 90-048

ITEM #	ITEM DESCRIPTION	COMPANY	PRICE PER GALLON	MINIMUM ORDER	UNIT OF ISSUE	REMARKS	MINIMUM $
18	2,4-D AMINE FULL AQUATIC LABEL	WILBUR-ELLIS/TIDE DIVISION	$7.80	220 GALLONS	55 GALLON CONT.	BIDDING WEEDAR 64	$1716.00
		WILBUR-ELLIS/TIDE DIVISION	$8.10	180 GALLONS	2.5 GALLON CONT.	NONE	$1458.00
		TIMBERLAND ENTERPRISES, INC.	$8.90	NOT STATED	30 GALLON CONT.	NONE	$267.00
		TIMBERLAND ENTERPRISES, INC.	$9.20	NOT STATED	2 X 2.5 GALLON CONT.	NONE	$46.00
		GOLDTHWAITE'S OF TEXAS, INC.	$9.63	30 GALLONS	30 GALLON CONT.	NONE	$288.90
		PUBLIC HEALTH EQUIPMENT & SUPPLY	$10.90	550 GALLONS	55 GALLON CONT.	BIDDING TERRA	$5995.00
		WILBUR-ELLIS/TIDE DIVISION	$14.95	180 GALLONS	2.5 GALLON CONT.	BIDDING HI-DEP AMINE	$2691.00

11 2281

26. ACCEPT & REBUDGET CHECK IN THE AMOUNT OF $54.25, PCT. 2 CONSTABLE:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to cancel request.

27. APPROVE BILLS:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve bills as presented.

28. TRANSFER PCT. 2 BRIDGE FUNDS INTO PCT. 2 ROAD MATERIALS FUNDS:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to transfer Pct. 2 Bridge Funds into Pct. 2 Road Materials Fund FM/LR.

29. ADJOURNMENT:

Commissioners Court adjourned at 11:30 a.m. Monday, May 14, 1990.

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990

On this the 14 day of MAY, 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

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: _____

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 JULY 31, 19 90

STARTING WITH FILM CODE NO. vol.41 pg.2194

ENDING WITH FILM CODE NO. vol.41 pg.2283

COUNTY COURT OF FORT BEND COUNTY, TEXAS

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 31 DAY OF JULY, 19 90.

STARTING WITH VOLUME NUMER 41 PAGE NUMBER 2286.

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez
MELISSA RODRIGUEZ DEPUTY

AGENDA
FORT BEND COUNTY COMMISSIONERS COURT
JANE LONG ANNEX, RICHMOND, TEXAS
SPECIAL SESSION
MONDAY, MAY 21, 1990
9:00 O'CLOCK A.M.

1. Approve minutes of meeting of May 14, 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 request(s) for waiver of tax penalties & interest.

7 Consider historical site exemption for the Hendee Home, Richmond.

8. Mr. Wayne Strickler, re: payment of defense representation in criminal cases for indigents.

9. Consider accepting proposal from Cambridge International Management Inc. to provide mental health benefits/coverage for employees & dependents of Fort Bend County.

10. Kathy Hynson, County Treasurer, re: (1) request reclassification of an employee; (2) amend budget in salaries due to employee retirement.

11. Consider releasing information on workers comp. E-1 form to the Industrial Foundation of America.

12. Consider naming voting delegate & alternate(s) to NACO's annual conference.

13. Consider approval of interlocal agreement with City of Arcola, Pct. 2.

14. Consider application from Houston Lighting & Power Co. install pole lines across/along S. Peek Rd. & Cinco Blvd., Pct. 3.

15. Consider application from Brown-Harris Inc. to install a storm sewer line under under Mayweather Lane, Pct. 4.

16. Consider approval of replat of Cinco Ranch, Tract C-4, Pct. 3.

17. Consider accepting replacement bond for The Promenade at Stafford Run Sub., Pct. 3, and release current bond.

18. Meet in Closed Session to discuss land matters (purchase of property) and personnel matters (Pct. 2 reclassifications), as authorized by Art. 6252-17, Sec. 2(f&g), V.T.C.S. and consider taking action.

19. 1:30 p.m. - Open and consider bids for the following: (1) Earthen type road materials (#90-049); (2) Chemical type road materials (#90-050); (3) Gasoline (#90-051); (4) Diesel fuel (#90-052); (5) Tax Assessor/Collector Office, Missouri City branch alterations and remodeling (#90-059).

20. Approve bills.

21. Adjournment.

FILED FOR RECORD
TIME 9:00 A.M. P.M.
MAY 17 1990
Diana 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, May 17, 1990 at 3:05 p.m. by N. Landry.

41 2287

AGENDA
FORT BEND COUNTY DRAINAGE DISTRICT
BOARD OF DIRECTORS
JANE LONG ANNEX, RICHMOND, TEXAS
10:30 O'CLOCK A.M.

1. Discuss request for possible use of drainage easement for a jogging trail by Chelford City Municipal Utility District.

2. Discuss and consider approval of preliminary engineering report on Big Creek By-pass structures.

3. Consider authorizing negotiation of a contract for preparing the Capital Improvement Plan for Upper Oyster Creek with Jones and Carter, Inc.

4. Discuss and consider interlocal agreement with various entities in the Clear Creek Watershed.

5. Consider acceptance of drainage easement on Valley Lodge drainage channel (Brazos River Lateral II-YY).

6. Present and discuss monthly report.

7. Adjournment.

FILED FOR RECORD
TIME 3:00 A.M. P.M.
MAY 17 1990
Diana Wilson
County Clerk, Fort Bend Co., Tex

Jodie E. Stavinoha
Jodie E. Stavinoha, Chairman

Agenda posted at Courthouse & Jane Long Annex, Richmond, Texas on Thursday, May 17, 1990 at 3:05 p.m. by D. Landry.

SPECIAL SESSION

BE IT REMEMBERED That on this 21ST day MAY, 1990 Commissioners' Court of Fort Bend County, Texas met in Special Session with the following present:

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

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

1. APPROVE MINUTES OF MEETINGS OF MAY 14, 1990:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve minutes of May 14, 1990 with corrections to page 2 #12.

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 transfer for ROAD & BRIDGE #3. (Recorded in minutes in full)

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

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve out of town travel request for COUNTY ENGINEER, COMMISSIONER PCT. #3, LIBRARY, SHERIFF, TAX ASSESSOR/COLLECTOR, JUVENILE PROBATION, COUNTY JUDGE and CONSTABLE #2. (Recorded in minutes in full)

5. APPROVE SERVICE/MAINTENANCE AGREEMENTS FOR COUNTY EQUIPMENT:

None

6. CONSIDER REQUEST(S) FOR WAIVER OF TAX PENALTIES & INTEREST:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to authorize waiver of penalty & interest in the amount of $78.05 and attorney fees in the amount of $19.98 for Wesley Oberhoff, as recommended by Marsha Gaines, Tax Assessor/ Collector. (Recorded in minutes in full)

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 $18.15 for John Risher, Sr. (Recorded in minutes in full)

AS PER ORIGINAL

41 2289

RECORDED
MAY 17 1990
COUNTY AUDITOR

IN THE MATTER OF AMENDING THE BUDGET OF FORT BEND COUNTY
FOR THE YEAR 1990

On this the 14th day of May, 1990 at a Regular Session of the Commisioner'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-wit:

THAT WHEREAS, theretofore, on December 11, 1989 the Court heard and approved a budget for the year 1990 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 1990 adopted on December 11, 1989;

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)
049- FBC Pct.3 Road & Bridge Line Item			
Building Repairs- 7012	10,000.00	7,000.00	(3,000.00)
Culverts- 7008	6,000.00	9,000.00	3,000.00

DATE: 14 May 1990

DEPARTMENT HEAD: Alton B. Pressley
Alton B. Pressley
Commissioner-Pct. 3
THE COUNTY OF FORT BEND

BY: _____
Jodie Stavinoha, County Judge

_____
Ben Denham, Commissioner Pct. #2

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

_____
Alton Pressley, Commissioner Pct. #3

_____
Bob Lutts, Commissioner Pct. #4

41 2290

RECEIVED
MAY 18 1990
COUNTY J...

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:

Dwayne Grigar

Rosie Poncik

Period: Date of Departure July 12, 1990

Date of Return July 12, 1990

Purpose of Trip: Attend Flood Insurance Seminar

Places to be Visited: Galveston, Texas

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

Billy W. Eubanks
Name

5/15/90
Date

Fst. Asst. County Engineer
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5/21/90
Date

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

41 2291

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:

Edna Platte

DATE OF DEPARTURE: July 12, 1990

DATE OF RETURN: July 12, 1990

DESTINATION: Marriott Hotel by the Astrodome, Houston, TX

PURPOSE OF TRIP: To attend seminar entitled "Leadership and Supervisory Skill for Women".

MODE OF TRANSPORTATION: personal auto

****

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

DATE: 5-16-90

Roman S. Bohachevsky
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5/21/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 2292

RECEIVED
MAY
COUNTY JU

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:

Mike Padgett

DATE OF DEPARTURE: 6-28-90

DATE OF RETURN: 6-28-90

DESTINATION: Houston, Tx.

PURPOSE OF TRIP: to atlend Van Waters + Roger's Fourth Annual Turf + Landscape Workshop

MODE OF TRANSPORTATION: County vehicle

****

DEPARTMENT HEAD APPROVAL: Road + Bridge Pct 3
Name & Department

DATE: 5-17-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/24/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 2293

FORT BEND COUNTY
TRAVEL AUTHORIZATION

RECEIVED
MAY 1990
COUNTY JUDGE

TO: COMMISSIONERS COURT

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

Dois Frederick — Mike Padgett
Bobby Hughes
Randall Ward

DATE OF DEPARTURE: 6-6-90

DATE OF RETURN: 6-8-90

DESTINATION: Corpus Christi

PURPOSE OF TRIP: to attend Annual Mosquito Control Workshop

MODE OF TRANSPORTATION: County vehicle

****

DEPARTMENT HEAD APPROVAL: Road + Bridge Pct. 3
Name & Department

DATE: 5-17-90

Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5/21/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 2294

FORT BEND COUNTY
TRAVEL AUTHORIZATION

MAY 14 1990
COUNTY JU

TO: COMMISSIONERS COURT

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

Lori Johnson

DATE OF DEPARTURE: May 28, 1990

DATE OF RETURN: May 31, 1990

DESTINATION: Dallas, Tex. Stoneleigh Hotel

PURPOSE OF TRIP: National Comm. on Correctional Health Care & Centers for Disease Control

MODE OF TRANSPORTATION: personal car

****

DEPARTMENT HEAD APPROVAL: DENNIS A. McAFEE - Chief JUV. Prob Off.
Name & Department

DATE: 5/14/90

Dennis A. McAfee
Signature

****

APPROVED COMMISSIONERS COURT: Presiding Official J. Stavinoha

Date 5/22/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 2295

FORT BEND COUNTY

TRAVEL AUTHORIZATION

MAY 14 1990
COUNTY JU

TO: COMMISSIONERS COURT

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

Joseph L. Prejean

DATE OF DEPARTURE: June 26, 1990

DATE OF RETURN: June 27, 1990

DESTINATION: Dallas

PURPOSE OF TRIP: Attend "Child Abuse Identification and Intervention Conference"

MODE OF TRANSPORTATION: County Vehicle

****

DEPARTMENT HEAD APPROVAL: Ray Breeding - Constable Pct 2
Name & Department

DATE: 5/15/90

Signature

****

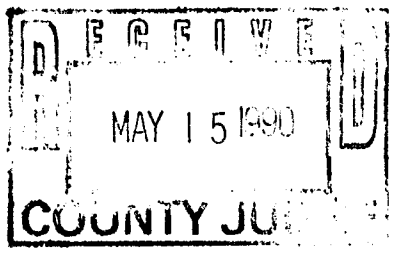
APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/21/90

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 2296



COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

MARSHA P. GAINES

Period: Date of Departure June 6, 1990

Date of Return June 10, 1990

Purpose of Trip: COURSE 365 Advanced Property Tax Collections

Places to be Visited: Houston, Texas

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

Marsha P. Gaines
Name

May 15, 1990
Date

TAX ASSESSOR/COLLECTOR
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5/21/90
Date

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

41 2297

RECEIVED
MAY 15 1990
COUNTY JUDGE

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:

MARSHA P. GAINES

DATE OF DEPARTURE: May 29, 1990

DATE OF RETURN: June 3, 1990

DESTINATION: Austin, Texas

PURPOSE OF TRIP: School - Public Speaking

MODE OF TRANSPORTATION: Personal Auto

****

DEPARTMENT HEAD APPROVAL: MARSHA P. GAINES TAX OFFICE
Name & Department

DATE: May 15, 1990

Signature TAX ASSESSOR/COLLECTOR

****

APPROVED COMMISSIONERS COURT: Presiding Official

Date 5/21/90

(Emergency Approval: _____ Date_____)

WHITE COPY - Commissioners Court Copy CANARY COPY - Treasurer's Advance PINK COPY - Attach To Travel Expense GOLDENROD COPY - Department

41 2298

RECEIVED
MAY 15 1990
COUNTY JUDGE

COUNTY OF FORT BEND

Travel Authorization

TO: COMMISSIONERS' COURT

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

MARSHA P. GAINES

Period: Date of Departure May 20, 1990

Date of Return May 24, 1990

Purpose of Trip: School - Fundamental of Mathematics

Places to be Visited: Austin, Texas

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

Marsha P. Gaines
Name

May 15, 1990
Date

Tax Assessor/Collector
Title

* *

Approved: Commissioners' Court

J. Stavinoha / Emerging
County Judge

5/15/90
Date

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

41 2299

COUNTY OF FORT BEND

MAY 18 1990

COUNTY JUDGE

Travel Authorization

TO: COMMISSIONERS' COURT

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

Period: Date of Departure June 8, 1990

Date of Return June 13, 1990

Purpose of Trip: National Assn. of Regional Councils

Places to be Visited: San Francisco, Calif.

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

J. Stavinoha
Name

May 17, 1990
Date

County Judge
Title

* *

Approved: Commissioners' Court

J. Stavinoha
County Judge

5/21/90
Date

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

41 2300

RECEIVED
COUNTY JUDGE

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. STAVINOHA

DATE OF DEPARTURE: JUNE 27, 1990

DATE OF RETURN: JUNE 30, 1990

DESTINATION: SOUTH PADRE ISLAND, TEXAS

PURPOSE OF TRIP: FIFTH ANNUAL COMMUNITY MHMR CENTERS' STAFF AND TRUSTEE TRAINING CONFERENCE

MODE OF TRANSPORTATION: AIRPLANE

****

DEPARTMENT HEAD APPROVAL: JODIE E. STAVINOHA, COUNTY JUDGE
Name & Department

DATE: 5/21/90

Signature J. Stavinoha

****

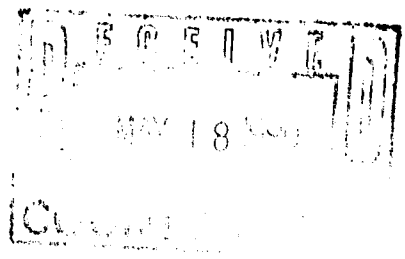
APPROVED COMMISSIONERS COURT: Presiding Official _____

Date _____

(Emergency Approval: _____ Date_____)

WHITE COPY- Commissioners Court Copy CANARY COPY- Treasurer's Advance PINK COPY- Attach To Travel Expense GOLDENROD COPY- Department

41 2301



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 Marti Bronikowski

Period: Date of Departure June 9, 1990 P.M.

Date of Return June 18, 1990 A.M.

Purpose of Trip: to attend the State Police Olympics

Places to be Visited: Midland, Texas

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

Name

May 17, 1990
Date

Sheriff
Title

* *

Approved: Commissioners' Court

County Judge

5/21/90
Date

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

41 2302

RECEIVED

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:

Ron Drachenberg

Glen Crocker

Period: Date of Departure June 13

Date of Return June 16

Purpose of Trip: Attend Texas Public Works Assoc. Spring Conf. & Equipment Show

Places to be Visited: Lubbock, Texas

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

Ronald Drachenberg
Name

5/18/90
Date

County Engineer
Title

* *

Approved: Commissioners' Court

County Judge

5/21/90
Date

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

41 2303 #6

D-P

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

MEMORANDUM

DATE: May 10, 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 - Wesley Oberhoff
Account .906-3970-01-004-0080
Precinct #2

Mr. Oberhoff is requesting March 1983 penalty and interest and attorney fees on the above referenced account for years 1975 and 1976.

Mr. Oberhoff paid delinquent taxes for 1967 and 1970 thru 1974 on March 1, 1983. At that time the tax office failed to inform Mr. Oberhoff of the 1975 and 1976 delinquencies and collect the taxes due.

Breakdown of Taxes Due:

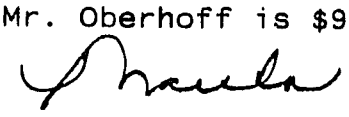
Base Tax	$ 55.16
Penalty and Interest	78.05
Attorney Fees	19.98
Total Due	$153.19

Amount of waiver requested:

Penalty and Interest	$ 47.44
Attorney Fees	7.11
Total Waiver	$ 54.55

I recommend waiver of penalty and interest and attorney fees in the total amount of $54.55 due to failure of the tax office to collect the 1975 and 1976 delinquency in March 1983.

The amount owed to the tax office by Mr. Oberhoff is $98.64.



41 2304 #6

MARSHA P. GAINES
FORT BEND COUNTY TAX ASSESSOR/COLLECTOR

O-D

MEMORANDUM

Ward

DATE: May 10, 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 - John Risher Sr.
Accounts .901-0078-00-010-0020, .901-0718-00-010-0070
.901-2015-01-001-0010, .901-0558-00-010-0130
Precinct #1

Mr. Risher is requesting waiver of penalty and interest on the above referenced accounts for 1989.

All accounts were carried on the 1989 tax roll under Mr. Risher's name, mailing address 1700 Ward St, Rosenberg Tx 77471. The 1990 appraisal records reflect the same information. Records indicate that the 1989 tax statements went out with the original 1989 mail out.

Breakdown of taxes paid:

Base Tax	$201.64
Penalty and Interest	18.15
Total Paid	$219.79

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.

Marsha

7. CONSIDER HISTORICAL SITE EXEMPTION FOR THE HENDEE HOME, RICHMOND:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to authorize historical site exemption for the Hendee Home, Richmond. (Recorded in minutes in full)

8. MR. WAYNE STRICKLER, RE: PAYMENT OF DEFENSE REPRESENTATION IN CRIMINAL CASES FOR INDIGENTS:

Mr. Wayne Strickler requested that the county refuse to pay indigent defense attorneys more than the prosecuting attorneys.

9. CONSIDER ACCEPTING PROPOSAL FROM CAMBRIDGE INTERNATIONAL MANAGMENT INC. TO PROVIDE MENTAL HEALTH BENEFITS/COVERAGE FOR EMPLOYEES & DEPENDENTS OF FORT BEND COUNTY:

Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept proposal from Cambridge International Management Inc. to provide mental health benefits/coverage for employees & dependents of Fort Bend County, effective June 15, 1990 through December 31, 1991 as presented by Burke Sunday representing Sunday & Associates and Jerry Patterson representing Cambridge International.

10. KATHY HYNSON, COUNTY TREASURER, RE: (1) REQUEST RECLASSIFICATION OF AN EMPLOYEE; (2) AMEND BUDGET IN SALARIES DUE TO EMPLOYEE RETIREMENT:

1) Moved by Commissioner O'Shieles, Seconded by Commissioner Denham, duly put and unanimously carried, it is authorize to approve reclassification of an employee. (Recorded in minutes in full)

2) Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to postpone amendment of personnel salary budget for County Treasurer until funds are depleted.

11. CONSIDER RELEASING INFORMATION ON WORKERS COMP. E-1 FORM TO THE INDUSTRIAL FOUNDATION OF AMERICA:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize the personnel department to release information on workers comp. E-1 form to the Industrial Foundation of America. (Recorded in minutes in full)

12. CONSIDER NAMING VOTING DELEGATE & ALTERNATE(S) TO NACO'S ANNUAL CONFERENCE:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to appoint Ben Denham as delegate and Jodie Stavinoha as alternate to NACO'S annual conference.

13. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH CITY OF ARCOLA, PCT. 2:

Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve interlocal agreement with City of Arcola, Pct. 2. (Recorded in minutes in full)

14. CONSIDER APPLICATION FROM HOUSTON LIGHTING & POWER CO. TO INSTALL POLE LINES ACROSS/ALONG S. PEEK RD. & CINCO BLVD., PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Houston Lighting & Power Co. to install pole lines across/along S. Peek

.901-0055-00-000-0270
Fort Bend Central Appraisal District
One Fluor Drive, BLDG. B, Suite 200
P.O. Box 5007
Sugar Land, Texas 77487-5007
(713) 263-4500

MAY 15 1990

41 2306

AS PER ORIGINAL

application for historic site property tax exemption for 19 90

This application covers property you owned on January 1 of this year. You must file the completed application between January 1 and May 1 of this year. Be sure to attach any additional documents requested. You must apply for this exemption every year; it will not be automatically renewed.

Owner's name and address

Owner's name: HENDEE, P. J. MRS.

Present mailing address (number and street): 915 FRONT STREET

City, town or post office, state, zip code: RICHMOND, TEXAS 77469

Telephone number: 342-2036

Owner is a(n) ☒ individual ☐ association ☐ corporation ☐ non profit corporation

Describe the property

Legal description:
ABST 55 JANE LONG, TRACT 27, ACRES 1-84

(MRS. HENDEE LIFE ESTATE)

List taxing units that have granted an exemption on the property

(attach copy of each order granting exemption)

Taxing unit	amount or %	Taxing unit	amount or %
FORT BEND COUNTY	100%		
CITY OF RICHMOND	100%		

Has the Texas Historical Commission designated this property a recorded Texas historical landmark? (attach copy of order) ☐ Yes ☒ No

Has every taxing unit listed above designated this property a recorded Texas historical landmark or a historic site in need of tax relief? (attach copy of each ordinance) ☐ Yes ☒ No

Sign and date

Signature: X Mrs. P. J. Hendee

Date: 4-30-90

On behalf of (name of organization):

Title:

Under Section 37.10, Texas Penal Code, if you make a false statement on this application, you could receive a jail term of up to 1 year and a fine of up to $2,000, or a prison term of 2 to 10 years and a fine of up to $5,000.

41 2307 10

FORT BEND COUNTY TREASURER

KATHY HYNSON

May 16, 1990

TO: COUNTY JUDGE AND COMMISSIONERS

FROM: KATHY HYNSON, COUNTY TREASURER

BUDGET AMENDMENT

This is a follow up to our recent conversations pertaining to the retirement of my employee, Mary Helen Whitlow. At her retirement she had approximately 3-1/2 weeks vacation accrued that the County had to pay totaling $968.46. With my department being small and having no surplus funds, I need to have my budget amended for the above amount.

RECLASSIFICATION OF A POSITION

When Mrs. Whitlow retired, she was classified as an Accounting Clerk 1, Grade 4 - Step 9. I have hired an individual that has experience in bookkeeping, payroll and insurance. With her experience in bookkeeping she will be able to alleviate some of the compensatory time being accumulated by the County's payroll coordinator. Jan worked for the past five years in surplus lines general agency in Houston where she obtained experience in property and casualty insurance coverage that will benefit the County. I would like to classify her position as an Accounting Clerk III, Grade 8, Step 2. With your agreeing to amend my budget for the funds needed for Mrs. Whitlow's vacation, funds will be available.

Attached you will find copy of a letter of support from the Personnel Department for the reclassification of my new employee.

I have placed these items on the agenda for 5/21/90. If you have any questions, please call me Friday, 5/18/90. My children are finishing college Thursday and I have to be out of town.

I would appreciate your favorable consideration of the above mentioned items.

RECEIVED MAY 1 3 1990 COUNTY

309 SOUTH 4TH, P.O. BOX 1202, RICHMOND, TEXAS 77469, (713) 341-3760

41 2308 10(1)

May 15,1990

TO: Kathy Hynson
Treasurer

FROM: Bill Thomas
Personnel Analyst

SUBJECT: Reclassification discussion

Per our discussion this date, I understand you wish to upgrade the position vacated by Ms. Whitlow on her retirement, and initially have this position primarily to work with payroll preparation.

In review of your circumstances, personnel finds solid ratiolale for supporting your request. We've noted for some time now, the Payroll Coordinator (Mrs. Sury) puts in many hours on payroll preparation with limited clerical support. This is evident by approximately 220 hours of accumulated compensatory time which Mr. Selleh recently noted in your department. Also, in our observation/analysis, it's somewhat difficult to envision your other staff coming to the rescue since thier workloads seem to be at a maximum.

Without the services of Mrs. Sury, any absence of Mrs. Sury impacts the timing in payroll runs and processing. I certainly support utilizing Mrs. Whitlow's lapsed salary monies for an upgraded position at the grade 8 Clerk III level as a means of bringing in a backup to the payroll area.

Naturally, you will need to present your request to Commissioner's Court since this would serve to create a different level of position than that which was originally planned for 1990. Please feel free to utilize a copy of this memo supporting your request should you wish to make a request of Commissioner's Court.

Let us know if we can be of further assistance.

BT:bt
cc: Richard Selleh

Bill Th...

41 2309

5/21 Agenda #11

Richard Selleh
Fort Bend County
Administrative Coordinator/Personnel Direc
P.O. Box 326
Richmond, Texas 77469
Phone (713) 341-8619

TO: Members of Commissioners Court

FROM: Richard Selleh, Personnel Director

DATE: May 15, 1990

SUBJECT: Request for Fort Bend County E-1 Information

I am sending you a copy of a letter I received from the Industrial Foundation of America, the non-profit organization we belong to. They supply us workman compensation histories on prospective employees. They are requesting that we send them all information concerning our workman compensation accidents. I have discussed this briefly with the civil division of the district attorneys office and we are in agreement that our E-1's are public record. With the court's permission we will send only lost time accidents to IFA.

As I reported earlier we had approximately twenty-five percent less lost time workman compensation accidents in 1989 than we had in 1988.

I have tried making our employees aware of our safety program by writing about safety problems in our employee newsletter. I wrote another safety article for the March-April employee newsletter. Maybe these articles are helping.

RECEIVED
MAY 16 1990
COUNTY JUDGE

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF FORT BEND AND THE CITY OF ARCOLA

This interlocal agreement is entered into between the **COUNTY OF FORT BEND**, hereinafter referred to as "**County**", and the **CITY OF ARCOLA**, hereinafter referred to as "**City**".

WHEREAS, **County** and **City** entered into that certain interlocal agreement for the 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 16th day of January, 1990.

CITY OF ARCOLA

By: Mike R. Seay
MAYOR

ATTEST:

CITY SECRETARY

SIGNED this 21 day of May, 1990.

COUNTY OF FORT BEND

By: Jodie E. Stavinoha
JODIE E. STAVINOHA, COUNTY JUDGE

ATTEST:

Dianne Wilson
DIANNE WILSON, COUNTY CLERK

(14)

41 2312

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 21st day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Houston, Lighting & Power, Co.

Dated 5/14/90, Bond No. 6-17-83, Permit No. 81170 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shieles, 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 Gradenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Koler
Deputy

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

mailed 5/21/90

41 2313

Appl. # 81170

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

5-16-90
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

✓ Perpetual bond currently posted $150,000.00 Bond #6-17-83

-or-

_____ Performance bond submitted in the amount of _____

8/3/87

41 2314

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

TO COUNTY OF FORT BEND

PRECINCT NO. 3
NOTICE NO. 81170

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

Pole Line to Cross Following County Roads
(Check Type of Construction)

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction
S. Peek Rd.	460' south Cinco Blvd.	100 ft	Overhead pole line Three (3) permanent street crossings (see sketches "A" & "B")
Cinco Blvd.	450' east S. Peek Rd.	120 ft	
S. Peek Rd.	400' north Cinco Blvd.	100 ft.	

Pole Line to Parallel Following
County Roads Within Right of Way

Road or Ditch Name	Distance & Direction From Nearest Intersection	To	Distance
S. Peek Rd.	400' north Cinco Blvd.	30' Shell Pipeline Esmt.	1650 ft. temporary overhead pole line (see sketch "C")

General Description

Houston Lighting & Power proposes installation of three (3) permanent street crossings (see sketches "A" & "B") for overhead service to the South Lake Village Subdivisions in Cinco Ranch. HL&P proposes a temporary (less than 12 months) feed into Cinco Ranch (see sketch "C").
The location and description of the proposed installation and appurtenances is more fully shown on the attached plans and drawings. (Plans and drawings of proposed installation and appurtenances are required.)

The laying, construction, maintenance and/or repair of the proposed installation shall be subject to "A Revised Order Regulating the Laying, Construction, Maintenance and Repair of Cables, Conduits, and/or Pole Lines, Under, or Across Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by Commissioners Court of Fort Bend County, Texas, dated the 17 day of May, 1982, recorded in Volume 17 of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that said Order is not in conflict with Art. 1436A, Vernon's Texas Civil Statutes.

NOTICE

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

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

COMPANY: Houston Lighting & Power Co.
ADDRESS: P. O. Box 1700
Houston, Texas 77001

Attn: Manager Engineering Services

ISSUED BY: L.L. Miller (signature)

NAME: L.L. Miller (print)

TITLE: Engr.Supervisor LOCATION: Katy S/C

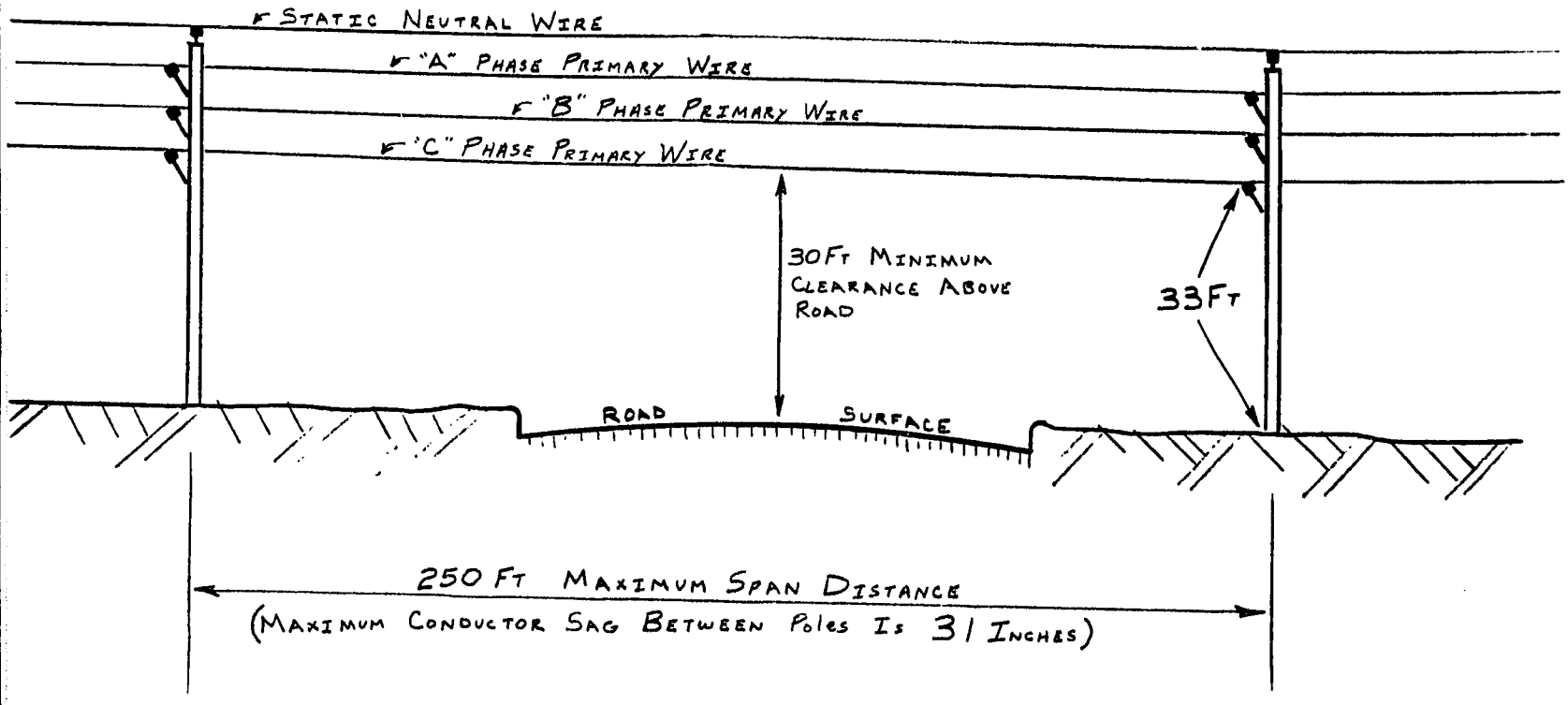
BUS. PHONE: 391-5150 DATE: 5/14/90

24 HOUR PHONE: (713) 228-7800

41 2315

AS PER ORIGINAL

SKETCH "A"



This Permit & Notification Requests Above Typical Street Crossing Be Permenantly Installed At Three (3) Locations In Cinco Ranch

1) Across S PEEK RD - 460 FT South Of CINCO BLVD
(Poles 1 & 2 Shown on sketch "B")

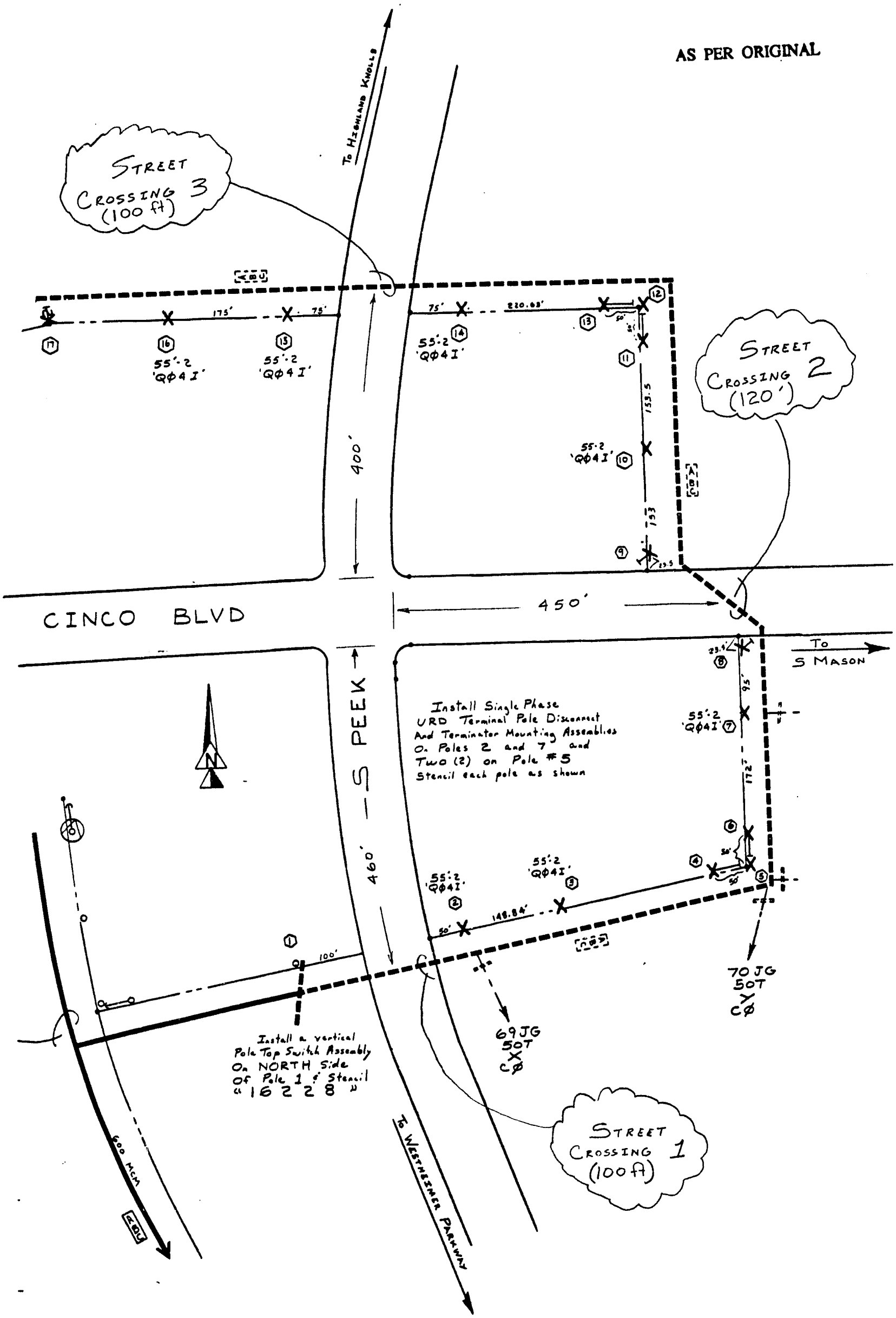
2) Across CINCO BLVD - 450 FT East Of S PEEK RD
(Poles 8 & 9 Shown on sketch "B")

3) Across S PEEK RD - 400 FT North Of CINCO BLVD
(Poles 14 & 15 Shown on sketch "B")

41 2316

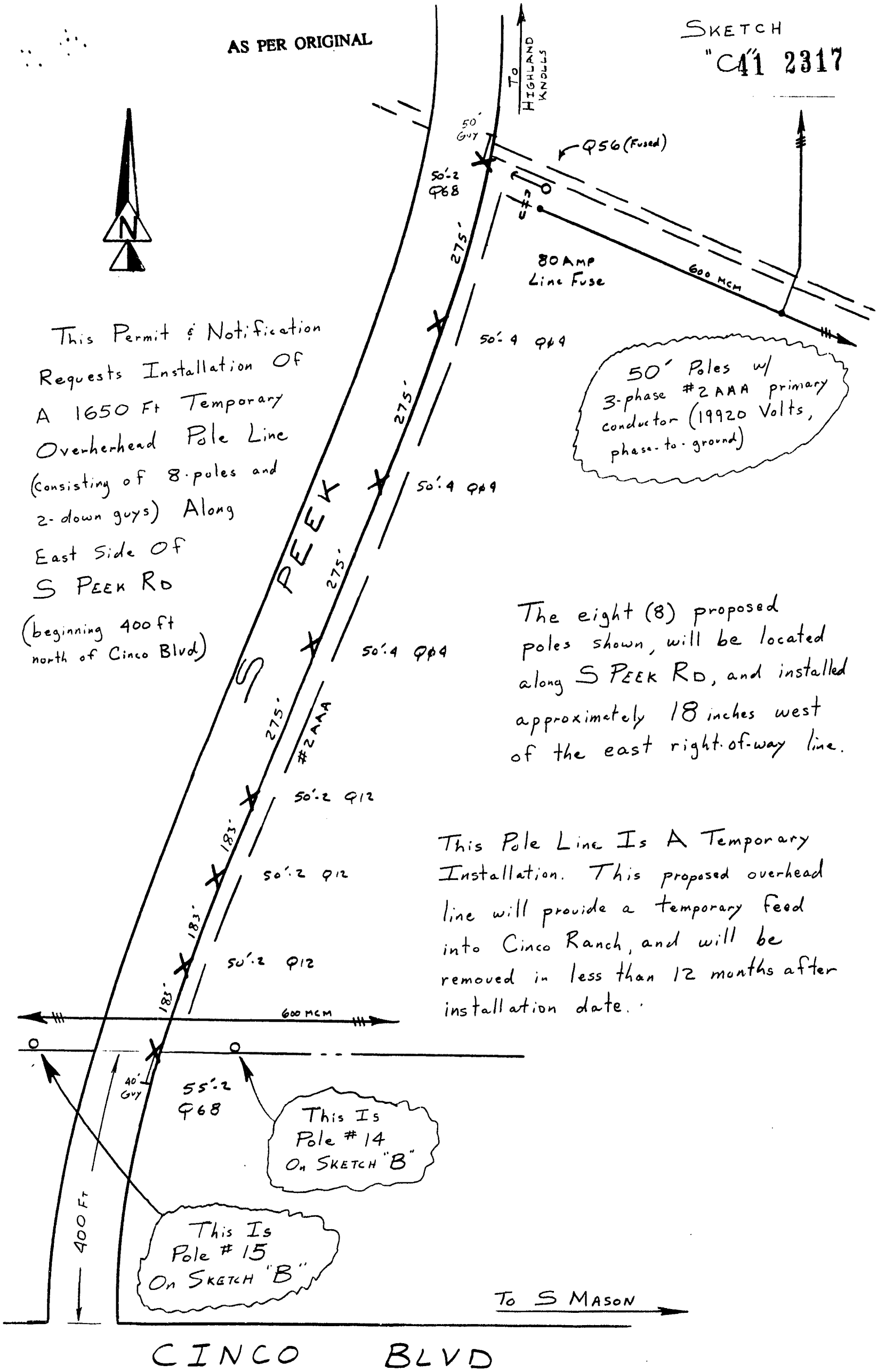
SKETCH "B"

AS PER ORIGINAL



AS PER ORIGINAL

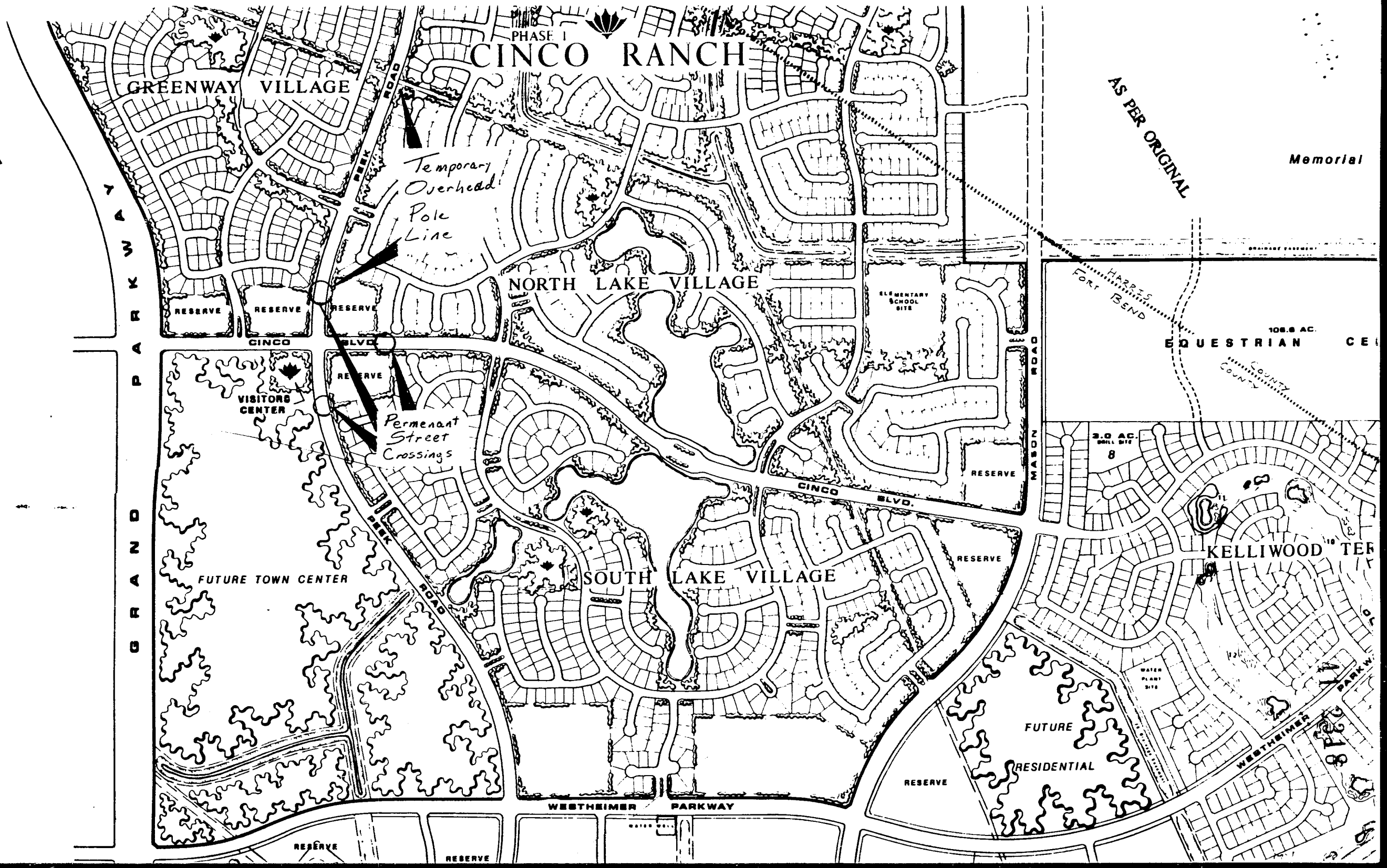
SKETCH "C" 2317



This Permit & Notification Requests Installation Of A 1650 Ft Temporary Overherhead Pole Line (consisting of 8-poles and 2-down guys) Along East Side Of S Peek Rd (beginning 400 ft north of Cinco Blvd)

The eight (8) proposed poles shown, will be located along S Peek Rd, and installed approximately 18 inches west of the east right-of-way line.

This Pole Line Is A Temporary Installation. This proposed overhead line will provide a temporary feed into Cinco Ranch, and will be removed in less than 12 months after installation date.


PHASE I
CINCO RANCH
GREENWAY VILLAGE
PEEK ROAD
Temporary Overhead Pole Line
NORTH LAKE VILLAGE
AS PER ORIGINAL
Memorial
HARRIS
FORT BEND
COUNTY
COUNTY
108.8 AC.
EQUESTRIAN CE
ELEMENTARY SCHOOL SITE
RESERVE
RESERVE
RESERVE
CINCO BLVD.
RESERVE
VISITORS CENTER
Permenant Street Crossings
MASON ROAD
3.0 AC.
DRILL SITE
8
RESERVE
CINCO BLVD.
RESERVE
KELLIWOOD TER
SOUTH LAKE VILLAGE
FUTURE TOWN CENTER
PEEK ROAD
GRAND PARKWAY
WATER PLANT SITE
FUTURE RESIDENTIAL
RESERVE
WESTHEIMER PARKWAY
WESTHEIMER PARKWAY
RESERVE
RESERVE

Rd. & Cinco Blvd., Pct. 3. (Recorded in minutes in full)

15. CONSIDER APPLICATION FROM BROWN-HARRIS INC. TO INSTALL A STORM SEWER LINE UNDER UNDER MAYWEATHER LANE, PCT. 4:

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to approve application from Brown-Harris Inc. to install a storm sewer line under Mayweather Lane, Pct. 4. (Recorded in minutes in full)

16. CONSIDER APPROVAL OF REPLAT OF CINCO RANCH, TRACT C-4, PCT. 3:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to approve replat of Cinco Ranch, Tract C-4, Pct. 3. (Recorded in minutes in full)

17. CONSIDER ACCEPTING REPLACEMENT BOND FOR THE PROMENADE AT STAFFORD RUN SUB, PCT. 3, AND RELEASE CURRENT BOND:

Moved by Commissioner Pressley, Seconded by Commissioner Denham, duly put and unanimously carried, it is ordered to accept replacement bond for the Promenade at Stafford Run Subdivision, Pct. 3, and release current bond. (Recorded in minutes in full)

18. MEET IN CLOSED SESSION TO DISCUSS LAND MATTERS (PURCHASE OF PROPERTY) AND PERSONNEL MATTERS (PCT. 2 RECLASSIFICATIONS), AS AUTHORIZED BY ART. 6252-17, SEC. 2 (F&G), V.T.C.S. AND CONSIDER TAKING ACTION:

Met in Closed Session.

No action taken.

RECESS:

Commissioners Court recessed at 11:35 a.m.

RECONVENE:

Commissioners Court reconvened at 1:30 p.m.

19. 1:30 P.M.- OPEN AND CONSIDER BIDS FOR THE FOLLOWING: (1) EARTHEN TYPE ROAD MATERIALS (#90-049); (2) CHEMICAL TYPE ROAD MATERIALS (#90-050); (3) GASOLINE (#90-051); (4) DIESEL FUEL (#90-052); (5) TAX ASSESSOR/ COLLECTORS OFFICE, MISSOURI CITY BRANCH ALTERATIONS AND REMODELING (#90-059):

Open bids for earthen type road materials:

The following bids #90-049 were presented to Commissioners Court for review.

A) AMERICAN MATERIALS, INC.
B) ANGELTON ASPHALT CORP.
C) AUSTIN WHITE LIME CO.
D) BASE MATERIALS, INC.
E) CAGLE CRUSHED CONCRETE, INC.
F) CRUSHED STONE BASE, INC.
G) D E DANIEL ENTERPRISES
H) DAMON QUARRY, INC.
I) GULF COAST STABILIZED MATERIALS, INC.
J) BRAZOS CONSTRUCTION MATERIAL
K) JONES G. FINKE, INC.
L) M & M GRAVEL SALES, INC.
M) PRIHODA GRAVEL CO.
N) SOUTHWEST ASPHALT MATERIAL
O) TEXAS INDUSTRIES, INC.
P) TEXAS LIME CO.
Q) TEXAS LUMBER & CONSTR.
R) WHITE's MINES DIVISION
S) ZBRANEK BROS.

41 2320

REVIEW BY FORT BEND COUNTY COMMISSIONERS COURT

On this 21st day of May, 19 90, before the Fort Bend County Commissioners Court came on to be heard and reviewed the accompanying notice of Brown-Harris, Inc.

Dated 5/16/90, Bond No. 203537, Permit No. 81169 to make use of certain Fort Bend County property subject to, "A Revised Order Regulating the Laying, Construction, Maintenance, and Repair of Buried Cables, Conduits and Pole Lines, In, Under, Across or Along Roads, Streets, Highways and Drainage Ditches in Fort Bend County, Texas, Under the Jurisdiction of the Commissioners Court of Fort Bend County, Texas," as passed by the Commissioners Court of Fort Bend County, Texas, dated the 3rd. day of August, 1987, recorded in Volume _____ of the Minutes of the Commissioners Court of Fort Bend County, Texas, to the extent that such order is not inconsistent with Article 1436a, Vernon's Texas Civil Statues. Upon Motion of Commissioner Pressley, seconded by Commissioner O'Shieles, duly put and carried, it is ORDERED, ADJUDGED AND DECREED that said notice of said above purpose is hereby acknowledged by the Commissioners Court of Fort Bend County, Texas, and that said notice be placed on record according to the regulation order thereof.

BY Ronald Drachenberg
COUNTY ENGINEER

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

CLERK OF COMMISSIONERS COURT

BY Elida Kosler
Deputy

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

returned 5/24/8

41 2321

Appl. # 81169

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

5-16-90
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

_____ Perpetual bond currently posted

-or-

✓ Performance bond submitted in the amount of $7,096.71

Bond # 203537

8/3/87

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

41 2322

Bond No. 203537

THE STATE OF TEXAS

COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS, that we BROWN-HARRIS, INC. 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 SEVEN THOUSAND, NINETY-SIX AND 71/100 DOLLARS ($7,096.71) law full currency of the United States of America, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs executors, administrators and successors, jointly and severally and firmly by these presents:

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

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

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

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

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

The term of this bond is for a period of two (2) years commencing on the date hereof, and may be continued from year to year by continuation certificate executed by the principal and the surety.

EXECUTED this 14th, day of May, 19 90.

BROWN-HARRIS, INC.
PRINCIPAL

BY:

SEABOARD SURETY COMPANY
SURETY

BY: Andrew J. Janda
Attorney-in-Fact

HOUSTOUN WOODARD & ASSOCIATES, INC.
dba TARPEY AND COMPANY LICENSE #0111460
4544 POST OAK PLACE DRIVE, #378
HOUSTON, TEXAS 77027

AS PER ORIGINAL

41 2323

AAAA 7057

Certified Copy

No. 10670

SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Richard Head or Andrew J. Janda or John F. Rougagnac or C. Stephen Crum or Virginia J. Witty or Sue Kohler or Rock N. Houstoun or Donald E. Woodard, Jr. or Harlan J. Berger 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 29th day of September, 19 89

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Attest:

(Seal) Diana M. Klenert
Assistant Secretary

SEABOARD SURETY COMPANY,

By Michael B. Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET ss.:

On this 29th day of September, 19 89, 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. ZUBRYCKI NOTARY PUBLIC STATE OF NEW JERSEY

FELICE M. ZUBRYCKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 4, 1991

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 14th day of May, 19 90

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Ria A. Rispoli
Assistant Secretary

Form 957 (Rev. 7/84)

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)

41 2324

TO COUNTY OF FORT BEND

PRECINCT NO. 4
PERMIT NO. 8469

AS PER ORIGINAL

Formal notice is hereby given that Brown-Harris, 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)

Pecan Grove Plantation Section 12

Road or Ditch Name	Distance & Direction From Nearest Intersection	Length of Crossing	Type of Construction: Bored	Jacked	Driven	Cased
Maxwellton Lane	40' North of Maxwellton & Willow Bend Drive	56'		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
Maxwellton Lane	Northeast	Existing Sanitary MH	65 L.F.

General Description

Crossing of Storm Sewer on Maxwellton Lane
66" R.C.P.

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 5rd. day of August, 1997, 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) 342-3038

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

COMPANY NAME: Brown-Harris, Inc
AGENT and/or OWNER
(accessible 24 hrs/day, 7 days/week:

Carl Lee Harris
(Signature)

NAME & TITLE Carl Lee Harris, President
(Please Print)

DATE:
ADDRESS: P.O. Box 507
(Street/P.O. Box)

Richmond Tx 77469
City State Zip

TELEPHONE NO: 713/342-1138

17

Bond No. 109272 41 2325

Effective June 26, 1987, this bond replaces the bond previously executed on April 30, 1986, in the amount of $134,000.

Promenade @ Stafford Run

BOND

STATE OF TEXAS)

COUNTY OF FORT BEND)

KNOW ALL MEN BY THESE PRESENTS:

THAT BROWN-HARRIS, INC. AND McCRORY-HALLBECK INVESTMENTS, INC. of FORT BEND County, Texas, hereinafter called the Principal, and SEABOARD SURETY COMPANY, a Corporation existing under and by virtue of the laws of the State of NEW YORK and authorized to do an indemnifying business in the State of Texas, and whose principal office is located in the City of NEW YORK, State of NEW YORK, whose officer residing in the State of Texas, Authorized to accept service in all suits and actions brought within said State is MR. F. C. McINTOSH, residing in the City of DALLAS, TEXAS hereinafter called the Surety, are held and firmly bound unto, JODIE STAVINOHA County Judge of Fort Bend County, Texas, in the full sum of FORTY THOUSAND, TWO HUNDRED AND NO/100---------- Dollars ($ 40,200.00) current, lawful money of the United States of America, to be paid to JODIE STAVINOHA, County Judge of Fort Bend County, or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision (s):

575 L.F. OF BOULEVARD PAVING (PROMENADE BLVD. FROM ST. 43+00 TO ST. 46+85 AND ON LEISURE DRIVE FROM ST. 0+85 TO ST. 2+75) AND 1530 L.F. OF COMMERCIAL PAVING (LEISURE DRIVE FROM ST. 2+75 TO ST. 14+80 AND ON ROBINS WAY FROM ST. 0+00 TO ST. 3+25) FOR THE PROMENADE AT STAFFORD RUN, CITY OF STAFFORD, AND FORT BEND COUNTY, TEXAS

located in Fort Bend County, Texas, as per Volume(s) _____ Page(s) _____, 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 Commissioner 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.

41 2327

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

Executed this 26th day of June, 1987.

ATTEST:

Merla L. Brown
Secretary

BROWN-HARRIS, INC.
Principal

By: Carl Van Harris, President

McCRORY-HALLBECK INVESTMENTS, INC.

BY: _____

ATTEST: _____
Secretary

SEABOARD SURETY COMPANY
Surety

Andrew J. Janda
ATTORNEY IN FACT Andrew J. Janda

APPROVED this _____ day of _____ 19 _____.

HOUSTOUN WOODARD & ASSOCIATES, INC.
dba TARPEY AND COMPANY LICENSE #0111460
4544 POST OAK PLACE DRIVE, #378
HOUSTON, TEXAS 77027

/s/
County Judge

APPROVED as to Form
for Fort Bend County.

District Attorney

AS PER ORIGINAL

Certified Copy

No. 10670

SEABOARD SURETY COMPANY

AAAA 7042

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

41 2328

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Richard Head or Andrew J. Janda or John F. Rougagnac or C. Stephen Crum or Virginia J. Witty or Sue Kohler or Rock N. Houstoun or Donald E. Woodard, Jr. or Harlan J. Berger 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 29th day of September, 19 89

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Attest:

(Seal) Diana M. Klenert
Assistant Secretary

SEABOARD SURETY COMPANY,

By Michael B. Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET ss.:

On this 29th day of September, 19 89, 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. ZUBRYCKI NOTARY PUBLIC STATE OF NEW JERSEY

FELICE M. ZUBRYCKI
NOTARY PUBLIC OF NEW JERSEY
My Commiss on Expires June4, 1991

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 26th day of June, 19 87

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Dria A. Rispoli
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 [illegible] the above named individuals and details of the bond to which the power is attached. In New York, Dial 212-627-5444.

CONTRACT FOR THE PURCHASE OF EARTHEN TYHPE ROAD MATERIALS.
BID NUMBER 90-049

41 2329

COMPANY

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.

D E DANIEL ENTERPRISES

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.

41 2330

CONTRACT FOR THE PURCHASE OF EARTHEN TYHPE ROAD MATERIALS.
BID NUMBER 90-049

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. ✓
VULCAN/ICA DISTRIBUTION CO.
W.C. DALEY TRUCKING COMPANY, INC.
WHITE'S MINES DIVISION - VULCAN MATL. CO. ✓
ZBRANEK BROS. ✓
Clear Brazos Construction Material ✓

Open bid for chemical type road materials (#90-050):

The following bids #90-050 were presented to Commissioners Court for review.

A) BASE-SEAL
B) ELF ASPHALT, INC.
C) GULF STATES ASPHALT CO.,INC.
D) JOHN G. REED - LIGNO SALES
E) JONES G. FINKE, INC.
F) WRIGHT ASPHALT PRODUCTS CO.
G) JEBBKO

Open bids for gasoline (#90-051):

The following bids #90-051 were presented to Commissioners Court for review.

A) O'ROURKE DISTRIBUTING CO.
B) SOUTH COAST FUEL, INC.
C) SUGAR LAND BULK OIL CO.

Open bids for diesel fuel (#90-052):

The following bids #90-052 were presented to Commissioners Court for review.

A) O'ROURKE DISTRIBUTING CO.
B) SOUTH COAST FUEL, INC.
C) SUGAR LAND BULK OIL CO.

Open bids for Tax Assessor/Collector Office, Missouri City branch alterations and remodeling (#90-059):

The following bids #90-059 were presented to Commissioners Court for review.

A) ABBY ENTERPRISES
B) CIM-TEX CONSTRUCTION CO.
C) HARROP CONSTRUCTION CO.
D) KLERKS CONSTRUCTION CORP. rejected

20. APPROVE BILLS:

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

21. ADJOURNMENT:

Commissioners Court adjourned at 2:15 p.m. Monday, May 21, 1990.

CONTRACT FOR THE PURCHASE OF CHEMICAL TYPE ROAD MATERIALS.
BID NUMBER 90-050

41 2332

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
NATIONAL CHEMSEARCH DIVISION OF NCH CORPORATION
OLD KATY WAREHOUSE
PENETONE CORPORATION
PHB MAINTENANCE SUPPLIES
PRIME MATERIALS AND SUPPLY CORP.
QUALITY HOT-MIX, INC.
SHEPLER EQUIPMENT CO., INC.
SOUTHWEST ASPHALT MATERIALS, INC.
TERRA INTERNATIONAL
TEXAS FUEL AND ASPAHLT CO., INC.

CONTRACT FOR THE PURCHASE OF CHEMICAL TYPE ROAD MATERIALS.
BID NUMBER 90-050

41 2333

COMPANY
TEXAS LIME COMPANY
THE GLOVE COMPANY
VULCAN/ICA DISTRIBUTION CO.
W.C. DALEY TRUCKING COMPANY, INC.
WRIGHT ASPHALT PRODUCTS CO.
JEBBKO

CONTRACT FOR THE PURCHASE OF GASOLINE FOR FORT BEND COUNTY (INCLUDING THE FORT BEND COUNTY DRAINAGE DISTRICT) AND THE CITY OF ROSENBERG.
BID NUMBER 90-051

41 2334

COMPANY
BERNSHAUSEN OIL CO.
BOSSE OIL COMPANY
EDCO, INC.
EXXON COMPANY U.S.A.
GILLESPIE PETROLEUM, INC.
LOUIS DREYFUS ENERGY CORP.
METSCO, INC.
MIKE KROLCZYK, INC.
O'ROURKE DISTRIBUTING CO., INC. ✓
SOUTH COAST FUEL, INC. ✓
STAVINOHA'S TIRE SHOP, INC.
SUGAR LAND BULK OIL CO. ✓
WASHINGTON TRADEWIND ENTERPRISES

CONTRACT FOR THE PURCHASE OF DIESEL FOR FORT BEND COUNTY (INCLUDING THE FORT BEND COUNTY DRAINAGE DISTRICT) AND THE CITY OF ROSENBERG. 41 2335

BID NUMBER 90-052

COMPANY
BERNSHAUSEN OIL CO.
BOSSE OIL COMPANY
EDCO, INC.
EXXON COMPANY U.S.A.
GILLESPIE PETROLEUM, INC.
LOUIS DREYFUS ENERGY CORP.
METSCO, INC.
MIKE KROLCZYK, INC.
O'ROURKE DISTRIBUTING CO., INC. ✓
SOUTH COAST FUEL, INC. ✓
STAVINOHA'S TIRE SHOP, INC.
SUGAR LAND BULK OIL CO. ✓
WASHINGTON TRADEWIND ENTERPRISES

FORT BEND COUNTY TAX ASSESSOR/COLLECTOR MISSOURI CITY BRANCH ALTERATION AND REMODELING.
BID NUMBER 90-059

41 2336

COMPANY

✓ABBY ENTERPRISES ✓

ALLIED INTERIOR

AZTEC RENTAL CENTER, INC.

BASS CONSTRUCTION CO., INC.

BOETTCHER-HLAVINKA CO.

CHAMPION CONSTRUCTION CO.

CHESSHIRE ENTERPRISES

✓CIM-TEX CONSTRUCTION CO. ✓

COMPUTER AIR SERVICES, INC.

CONSTRUCTION AND CONSULTING SERVICES

CONVENIENCE BUILDERS

CURBIE VOGLER

DABCO CONSTRUCTION CO.

DE LA ROSE BUILDING MAINTENACE

DRYMALLA CONSTRUCTION CO., INC.

DUP'S, INC.

DUROTECH, INC.

EVEREST CONSTRUCTION CO INC

FREEPORT CONSTRUCTORS, INC.

GANT CONSTRUCTION CO.

GROUND IMPROVEMENT TECHNIQUES, INC.

✓HARROP CONSTRUCTION COMPANY INC

INTERSTATE INDUSTRIAL CONSTRUCTORS, INC.

J.E. CAIN CONSTRUCTION CO.

J.W. FALTISEK PAVING CONTRACTORS, INC.

JAMES ELLIOTT CONSTRUCTION

✓KLERKS CONSTRUCTION CORP. Rejected

FORT BEND COUNTY TAX ASSESSOR/COLLECTOR MISSOURI CITY BRANCH ALTERATION AND REMODELING.
BID NUMBER 90-059

41 2337

COMPANY
L N MCKEAN, INC.
L. ARNOLD CONSTRUCTION CO.
LOCHMAN SPECIALTY CONTRACTING, INC.
MCDONALD EQUIPMENT CO.
METRO BUILDING & CONSTRUCTION CO.
MILLIS DEVELOPMENT CO.
MLS ASSOCIATES
NEW VISIONS
RIHA, J.L.
ROBERT HAUSLER CONSTRUCTION CO.
ROBERTSON INTEREST, INC.
SEIFERT WELDING & CONSTRUCTION, INC.
SHANK'S HOME REPAIR & REMODELING
STAR CONCRETE CONSTRUCTION, INC.
STEVE MANGAN
STOCKTON CONSTRUCTION CO.
SUMCO, INC.
T.L. JAMES & CO., INC.
U.S. DESIGN & CONSTRUCTION CORP.
UNITED TEXAS BUILDERS
WALSH ENGINEERING, INC.
WORTHEN CONSTRUCTION COMPANY, INC.
Sumtex

IN THE MATTER OF APPROVING BILLS OF FORT BEND COUNTY FOR THE YEAR 1990

41 2338

On this the _____ day of _____, 1990 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	absent

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 DRAINAGE DISTRICT BOARD

BE IT REMEMBERED That on this 21ST day of MAY, 1990 Drainage District Board of Fort Bend County, Texas 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
DAN GERKEN	DRAINAGE DISTRICT MANAGER

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

1. DISCUSS REQUEST FOR POSSIBLE USE OF DRAINAGE EASEMENT FOR JOGGING TRAIL BY CHELFORD CITY MUNICIPAL UTILITY DISTRICT:

   Lynn Humphries representing Chelford City MUD and Robert Shindler representing Putney Moffat & Easley presented a request for possible use of drainage easement for jogging trail by Chelford City MUD in Mission Bend.

   No Court action.

2. DISCUSS AND CONSIDER APPROVAL OF PRELIMINARY ENGINEERING REPORT ON BIG CREEK BY-PASS STRUCTURES:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept preliminary engineering report on Big Creek By-pass structures. (Recorded in minutes in full)

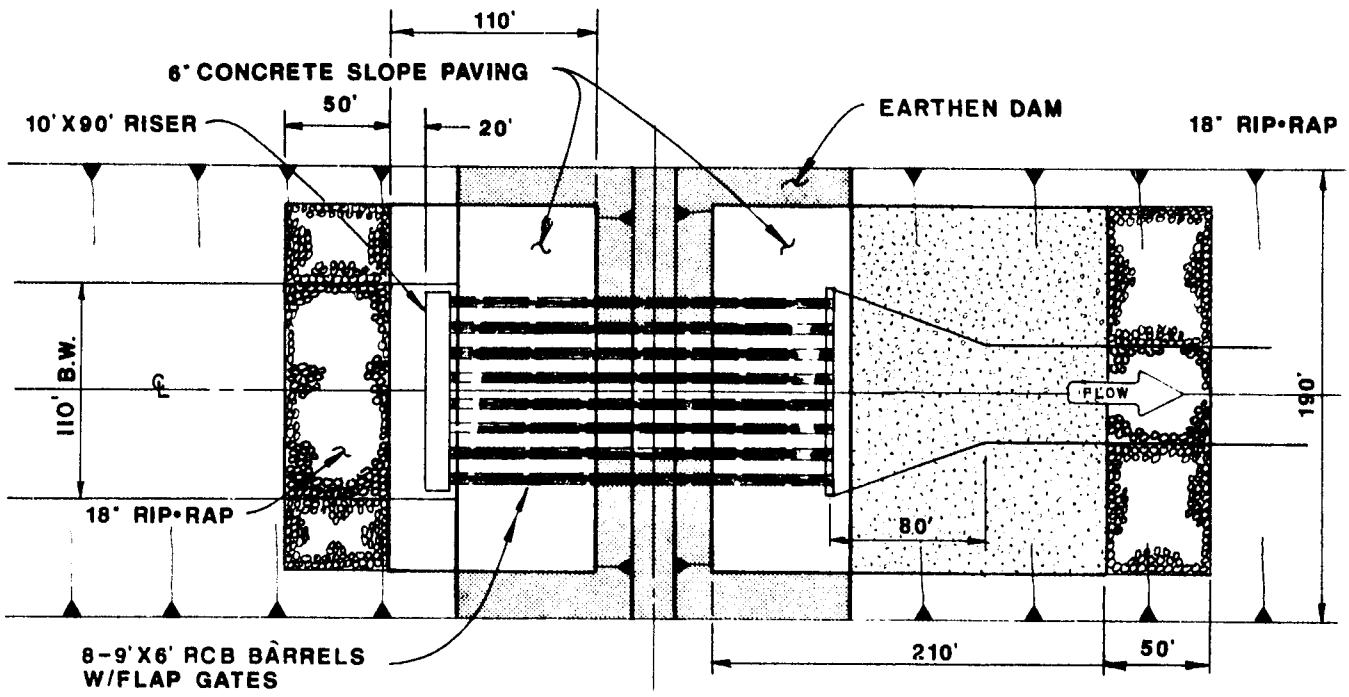
3. CONSIDER AUTHORIZING NEGOTIATION OF A CONTRACT FOR PREPARING THE CAPITAL IMPROVEMENT PLAN FOR UPPER OYSTER CREEK WITH JONES & CARTER, INC.:

   Moved by Commissioner Denham, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to authorize negotiation of a contract for Upper Oyster Creek with Jones & Carter, Inc., not to exceed $50,000 and to be reviewed by the District Attorney as requested by Dan Gerken, Drainage District Manager.

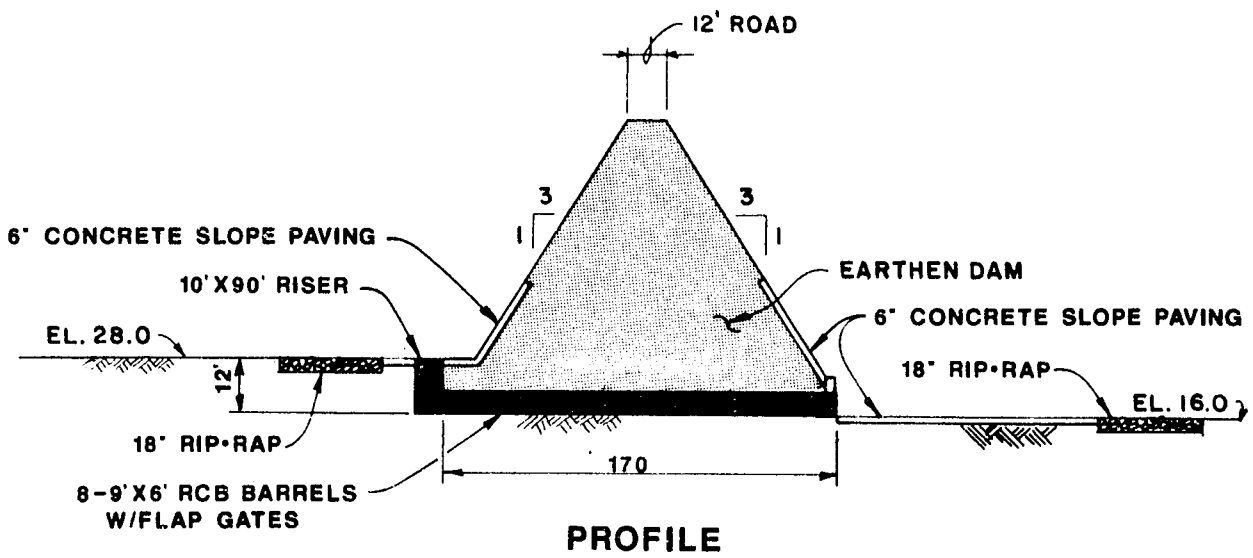
4. DISCUSS AND CONSIDER INTERLOCAL AGREEMENT WITH VARIOUS ENTITIES IN THE CLEAR CREEK WATERSHED:

   Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept interlocal agreement with various entities in the Clear Creek Watershed subject to the approval of all the entities involved. (Recorded in minutes in full)

AS PER ORIGINAL 41 2340 DD#2



PLAN
N.T.S.

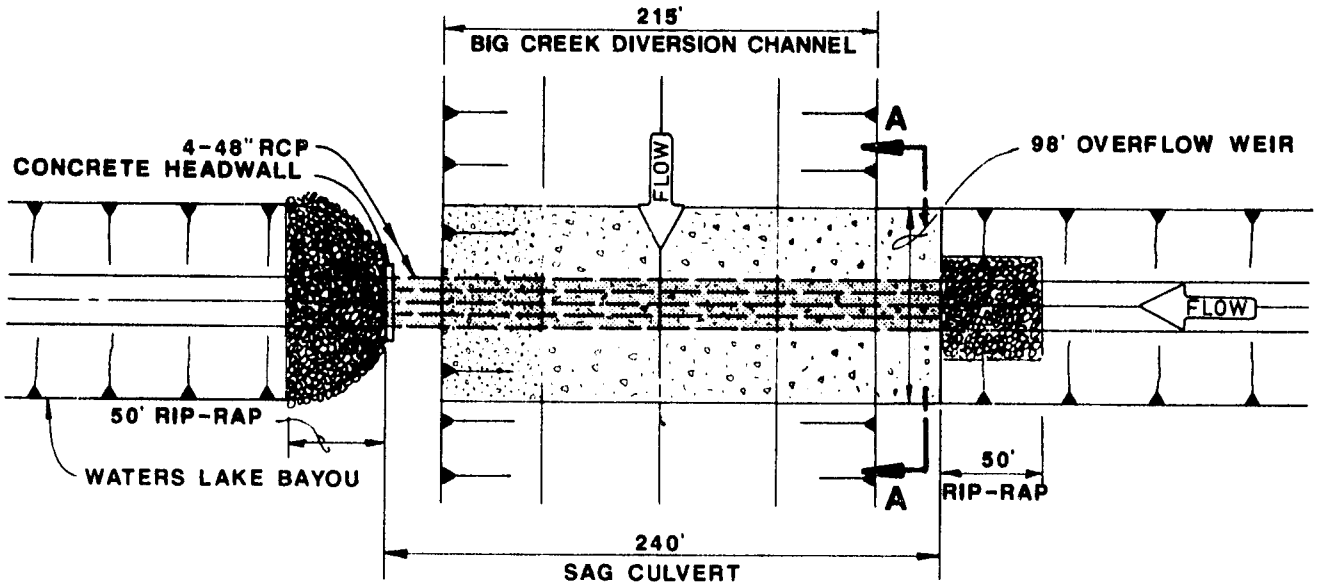


PROFILE
N.T.S.

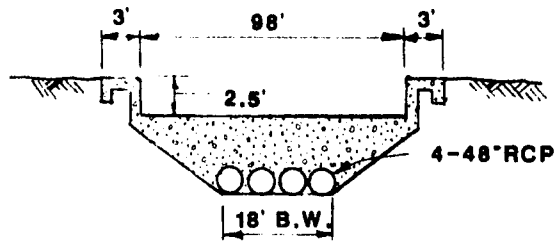
VANSICKLE·MICKELSON & KLEIN·Inc.
Consulting Engineers

DIVERSION CHANNEL
DROP STRUCTURE
ALTERNATIVE 2
CONCRETE BOX CULVERT
DROP INLET

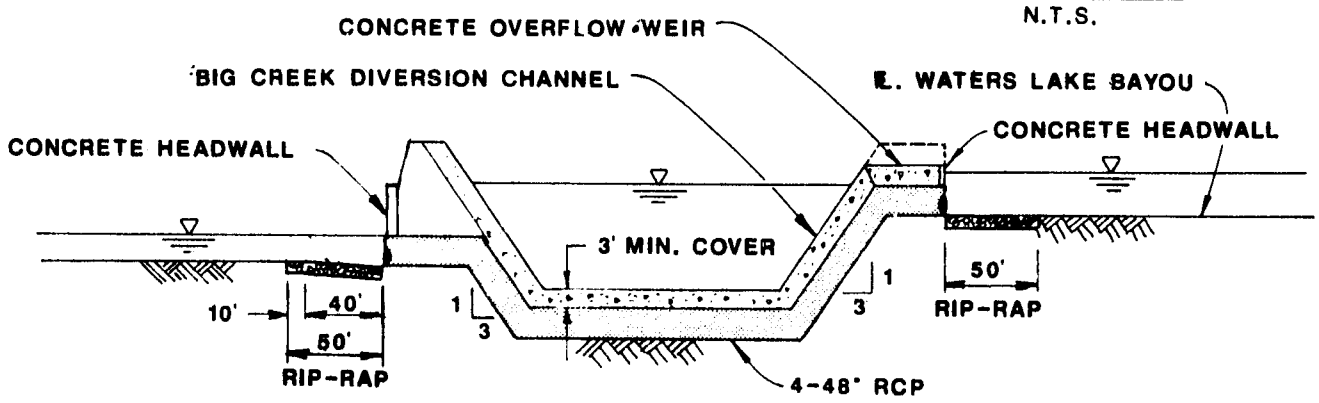
JOB NO. 521-01	DATE MAY, 1990	EXHIBIT 4



PLAN
N.T.S.



SECTION A-A
N.T.S.

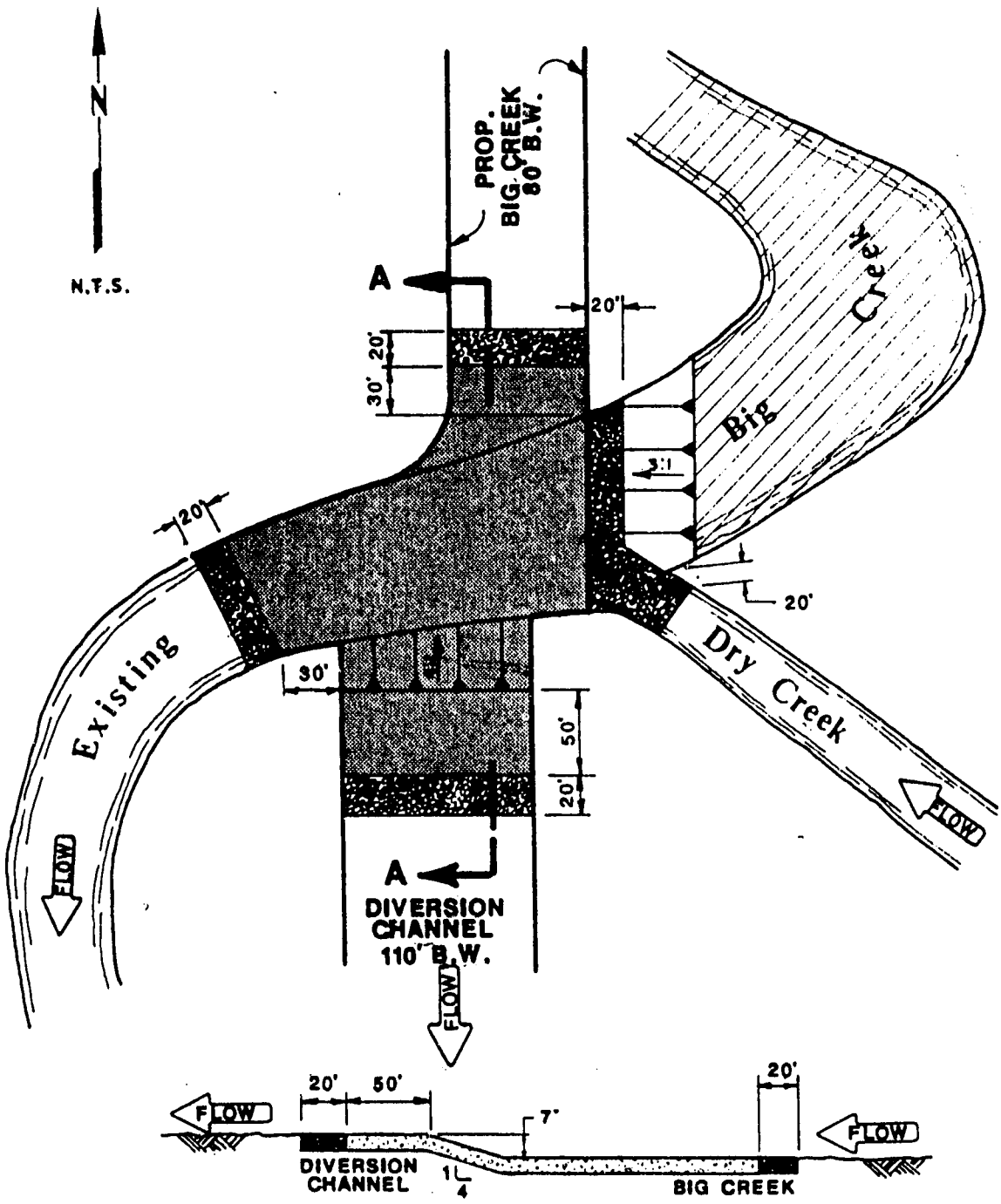


PROFILE
N.T.S.

VANSICKLE·MICKELSON & KLEIN·Inc.
Consulting Engineers

WATERS LAKE BAYOU
SAG CULVERTS

JOB NO 521-01	DATE MAY, 1990	EXHIBIT 6



SECTION A-A

N.T.S.

LEGEND

- 6" CONCRETE SLOPE PAVING
- 18" RIP-RAP
- TO BE FILLED

VANSICKLE-MICKELSON & KLEIN-Inc.
Consulting Engineers

EROSION CONTROL STRUCTURE

JOB NO. 521-01	DATE MAY, 1990	SHEET 7.

PROFESSIONAL SERVICES AGREEMENT
between
FORT BEND COUNTY DRAINAGE DISTRICT
and
JONES & CARTER, INC.

Fort Bend County Drainage District, as CLIENT, engages JONES & CARTER, INC., as ENGINEER, to perform professional services for the assignment described as follows:

Preparation of a Capital Improvements Plan for Upper Oyster Creek

I. SERVICES: ENGINEER agrees to perform Basic Services and Additional Services in conformance with the following descriptions, definitions, terms and conditions.

A. BASIC SERVICES:

1. Review Existing Information

Obtain and review previous studies, reports, computer models, data, etc., pertaining to drainage conditions and/or projects affecting Upper Oyster Creek including the following:

(1) "Implementaion Program and Impact Fee for the Upper Oyster Creek Watershed" prepared for the Fort Bend County Drainage District, dated August 1989.

(2) "Fort Bend County Master Drainage Plan for Oyster Creek Watershed" prepared by Espey, Huston & Associates, Inc., dated 1987.

(3) The latest Flood Insurance Study for Upper Oyster Creek.

2. Update/Modify the Master Drainage Plan and its Implementation Program to better serve the drainage needs of the watershed.

3. Prepare the Capital Improvements Plan (C.I.P)

Prepare a CIP report to include, as a minimum, the following:

(1) Description of the watershed and its existing drainage system;

(2) Delineation of the "Service Area" (i.e., the area to be served by the proposed capital improvements for which an impact fee will be assessed);

(3) Tabulation of the existing 25- and 100-year peak discharges along Upper Oyster Creek, Red Gully, Bullhead Bayou, Ditch II-H, and the external ditch for LID 7;

(4) Identification of the areas within the Service Area anticipated not to become developed for which an impact fee would be assessed (i.e., existing development and undevelopable property);

(5) Determination of the cost for additional improvements in the Service Area to meet existing drainage needs;

(6) Identification of areas within Service Area anticipated to be ultimately developed, and the level of density of such development;

(7) Description of the capital improvements and their costs attributable to and necessitated by future development within the Service Area, based on the land use assumptions of the future development;

(8) Determination and tabulation of the 25- and 100-year peak discharges associated with the anticipated future development (below and above the anticipated density of future development);

(9) Analysis of the project cost associated with serving the drainage needs of each of the three (3) levels of future development;

(10) Projection for future development within the Service Area for a period not to exceed 10 years; and

(11) Computation of the maximum impact fees associated with ultimate development and with the projected development in (10) above.

4. Presentation of C.I.P.

Present the C.I.P. and the contents of the report to the County and the public and address any questions and comments (assume at least five (5) such presentations).

5. Attend Meetings

Attend meetings, as requested by the County, to discuss the C.I.P. and related matters (assume at least ten (10) such meetings).

6. Identify Additional Items

Identify any additional work, data, information, permits, etc., that would be needed in order to implement the C.I.P.

B. ADDITIONAL SERVICES: All work performed by ENGINEER which is either described in this paragraph or not included in the Basic Services defined above, shall constitute Additional Services. These shall include:

1. Substantial or major update and/or modification of the Master Drainage Plan and/or its Implementation Program or the existing studies and models, which results in a total work effort in excess of thirty hours.

2. Development of a detailed Capital Improvements Plan for Red Gully, including an Implementaion Program, or impact fee determination;

3. Travel and subsistence to points other than ENGINEER'S or CLIENT'S offices and project site;

4. Copies of final reports, studies, drawings and other data in excess of 10 sets;

5. Revisions to substantially completed or approved reports, studies, drawings and other data;

6. Field surveys and related office computations and drafting;

7. Services to investigate existing conditions or facilities or to verify accuracy of existing studies or models, or other information furnished by CLIENT;

8. Other services not otherwise included in the Agreement or not customarily furnished in accordance with generally accepted engineering practice.

II. COMPENSATION: CLIENT agrees to pay ENGINEER for above described services in accordance with the following descriptions, definitions, terms and conditions.

A. BASIC SERVICES: Client agrees to pay the ENGINEER a lump sum fee in the amount of $39,500. for performance of the work described in Basic Services.

B. ADDITIONAL SERVICES: Compensation will be on the basis of ENGINEER'S current hourly rates, plus Reimbursable Expenses, both defined as follows:

1. Hourly Rates: Charges for hourly services will be made in accordance with the attached Schedule of Hourly Rates. Hourly rates are subject to annual revision in January of each year that this Agreement is in force. CLIENT will be provided a schedule of rates for any services rendered which are not included in the basic Schedule of Hourly Rates.

2. Reimbursable Expenses: Expenses in connection with Additional Services shall include transportation and subsistence, cost of ENGINEER'S field office, reproduction, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:

   a. Transportation by ENGINEER'S vehicles: 30¢ per mile for passenger cars. Rate subject to annual revision in January each year.

   b. Reproduction performed in ENGINEER'S office: at prevailing commercial rates.

Dry Copier:	8½" x 11"	$0.20/page
	8½" x 14"	$0.25/page
	11" x 17"	$0.40/page
Blueline Prints:		$0.25/square foot
Paper Sepias:		$0.25/square foot
Mylar Sepias:		$0.65/square foot

   c. Computer Services: In accordance with attached SCHEDULE OF HOURLY RATES.

   d. All others: actual cost to ENGINEER plus 10% service charge.

   e. Where field parties are used, expenses shall include charges for use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

3. In no event will the County be obligated to compensate the Engineer for the above-described additional services and charges in a total amount in excess of $9,000 without prior authorization of ~~the County.~~ COMMISSIONERS' COURT ACTING AS GOVERNING BODY OF DRAINAGE DISTRICT

III. PAYMENTS: ENGINEER will invoice CLIENT monthly in amounts based on ENGINEER'S estimate of the portion of the Basic Services completed, plus charges for Additional Services performed. CLIENT agrees to promptly pay ENGINEER at this office in Harris County, Texas, the full amount of each such invoice upon receipt. A charge of 0.75% per month will be added to the unpaid balance of invoices not paid within thirty (30) days after date of invoice.

IV. OWNERSHIP OF DOCUMENTS: The original preliminary sketches, notes, reports, studies, and field notes shall remain the property of the ENGINEER. All the ENGINEER'S original tracings, and drawings made pursuant to this contract or reproducible copies thereof of quality acceptable to the Drainage District shall be delivered to and become the property of the Drainage District before final payment of the total fee. The ENGINEER has the right to make and retain reproducible copies of the final plans. Client agrees he will use such drawings solely in connection with the project covered by their Agreement, and for no other purpose.

V. COST ESTIMATES: Cost Estimates prepared by the ENGINEER represent his best judgement as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

VI. INSURANCE: ENGINEER agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement.

VII. LIABILITY LIMITATION: The ENGINEER agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that the ENGINEER shall not be liable for error, omission, or breach of warranty (either expressed or implied) in his preparation of designs and drawings, preparation of surveys, designation and selection of materials and equipment for the project, or the performance of any other services in connection with any assignment for which specific authorization is given by the CLIENT pursuant to Section I of this Agreement, except to the extent that he fails to exercise the usual degree of care and judgement of an ordinarily prudent engineer in the same or similar circumstances and conditions.

VIII. TERMINATION

A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.

B. COMPENSATION PAYABLE ON TERMINATION: On termination, by either CLIENT or ENGINEER, CLIENT shall pay ENGINEER the full amount specified in paragraph II.A with respect to any phase of Basic Engineering Services which has been completed plus an amount fixed by applying the rate specified for Additional Services in paragraph II.B to all Basic Services performed to the date of termination for any phase then in progress, plus an amount fixed by applying the rate specified in paragraph II.B to all Additional Services performed to date of termination (including all Reimbursable Expenses incurred).

IX. LIMIT OF APPROPRIATION: The Engineer does further understand and agree, said understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation that the Engineer may become entitled to hereunder and the total maximum sum that the Drainage District shall become liable to pay to the Engineer hereunder shall not under any conditions, circumstances or interpretations hereof exceed the sum of $48,500 unless said appropriation is increased by the County.

SUCCESSORS AND ASSIGNS: CLIENT and ENGINEER each binds himself, and his partners, successors, executors, adminstrators and assigns to the other party of this Agreement and to partners, successors, executors, adminstrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

XI. SPECIAL PROVISIONS: This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below:

A. Field Surveys will be provided on the basis of $74.00 per hour for three-man field parties and $84.00 per hour for four-man field parties. Survey rates are subject to annual revision in January of each year that this Agreement is in force, starting January 1, 1991.

B. The amount of any excise, VAT or gross receipts tax that may be imposed shall be added to the compensation as determined above.

XII. INVALIDATION AND MODIFICATIONS: If this Agreement is not executed by CLIENT within 30 days of date tendered, it shall become invalid unless ENGINEER extends the time in writing. This Agreement can be modified only by mutual written consent of both parties.

Fort Bend County Drainage District
3417 Avenue F.
Rosenberg, Texas 77471

BY: Jodie E. Stavinoha
Jodie E. Stavinoha
Chairman

DATE: 6/18/90

ATTEST: Dianne Wilson

JONES & CARTER, INC.
6335 Gulfton, Suite 200
Houston, Texas 77081

BY: Bobby Jones
Bobby G. Jones, P.E.
Vice President

DATE: 6/8/90

ATTEST: Carlos Cotton

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby Jones and Carlos Cotton known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office, this 8th day of June, 1990.

Judy Y. Spriggs
Notary Public Signature

STATE OF TEXAS §

COUNTY OF FORT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____ known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office, this _____ day of _____, 19_____.

JONES & CARTER, INC.
Consulting Engineers
6335 Gulfton, Suite 200 Houston, Texas 77081
713/777-5337 Fax 713/777-5976

SCHEDULE OF HOURLY RATES
(Effective January, 1990)

DESIGNERS/DRAFTING PERSONNEL:	
Draftsman I	$30.00/hour
Draftsman II	32.00/hour
Draftsman III	36.00/hour
Draftsman IV	38.00/hour
Senior Draftsman	40.00/hour
Designer/CADD Operator I	35.00/hour
Designer/CADD Operator II	38.00/hour
Designer/CADD Operator III	41.00/hour
Computer Manager	50.00/hour
Chief Designer	72.00/hour
PROJECT REPRESENTATIVES (includes mileage):	
Project Representative I	$34.00/hour
Project Representative II	39.00/hour
Project Representative III	42.00/hour
Construction Engineer III	45.00/hour
Construction Engineer IV	54.00/hour
Construction Manager	85.00/hour
OFFICE PERSONNEL:	
Clerk-Typist	$23.00/hour
Secretary I	28.00/hour
Secretary II	32.00/hour
Secretary III	40.00/hour
Staff Assistant	45.00/hour
ENGINEERS:	
Engineer I	$40.00/hour
Engineer II	42.00/hour
Engineer III	45.00/hour
Engineer IV	50.00/hour
Engineer V	62.00/hour
Staff Engineer	70.00/hour
Project Engineer	90.00/hour
Senior Project Engineer	100.00/hour
Officers, Project Managers	110.00/hour
Officers	130.00/hour
SURVEYING:	
Four-man Field Crew	$84.00/hour
Three-man Field Crew	74.00/hour
Two-man Field Crew	69.00/hour
Technician	45.00/hour
Registered Public Surveyor	60.00/hour
COMPUTER TIME:	
Main Frame Computer	$25.00/hour
Auto CADD Computer System	17.00/hour
PC Computer	15.00/hour
SDR2 - Data Collector	12.00/hour
MILEAGE:	$ .30/mile

DDB 4

AS PER ORIGINAL

APR 17 1990

41 2352

CLEAR CREEK WATERSHED

THIS INTERLOCAL Agreement ("Agreement") effective June 1, 1990 is entered into between the Association of Water Board Directors, Brazoria County Conservation and Reclamation District No. 3, Brazoria County Drainage District No. 4, City of Friendswood, City of Houston, City of League City, City of Pasadena, City of Pearland, Clear Creek Drainage District, Clear Lake Area Council of Cities (El Lago, Nassau Bay, Seabrook, Taylor Lake, Kemah, Clear Lake Shores, Webster), Ft. Bend County Drainage District, Galveston County, and Harris County Flood Control District.

WITNESSETH:

WHEREAS, pursuant to the Interlocal Cooperation Act, Article 4413 (32c), Vernon's Texas Civil Statutes, as amended (the "Act"), cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and,

WHEREAS, the parties to this Agreement recognize that Clear Creek is a unique regional resource that provides outfall drainage capacity in the heart of a growing Metroplex; that local governments are responsible for the overall health, safety and welfare of their citizens and thus must take the lead as stewards of flood plains in the Clear Creek Watershed; and that actions of upstream and downstream communities within the Clear Creek Watershed directly affect each other such that individual local goals for flood protection and abatement, drainage, transportation, greenway establishment and protection, waste management, conservation and development can only be achieved through cooperative management of the Clear Creek Watershed.

WHEREAS, the parties to this Agreement have been cooperating and intend to continue cooperating with each other, and also with the U.S. Army Corps of Engineers, Federal Emergency Management Agency, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Texas Water Commission, Texas Parks and Wildlife Department, Texas Water Development Board and other local, state and federal entities in pursuit of common goals for the Clear Creek Watershed; and,

WHEREAS, the parties to this Agreement understand that entering into this agreement in no way obligates any party to implement any project recommended from any planning studies, and that separate agreements may be negotiated and executed in that regard;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, and subject to the conditions herein set forth, the parties hereto covenant, agree and bind themselves as follows:

AS PER ORIGINAL

ARTICLE 1. - DEFINITIONS

For purposes of this Agreement:

CLEAR CREEK WATERSHED - means all of the land area that drains stormwater to Clear Creek upstream of the mouth of Clear Creek at Galveston Bay; this land area being located in Brazoria, Fort Bend, Galveston, and Harris counties.

FLOOD PLAIN - means any normally dry land area susceptible to being inundated by water; such inundation being general and temporary and caused by the overflow of inland or tidal waters, or the unusual and rapid accumulation or runoff of surface waters from any source; the extent of such inundation being caused by the flood having a one percent chance of being equalled or exceeded in any given year (the 100-year flood).

FLOOD PROTECTION PLANNING - means the process of developing the plan to provide protection from flooding through structural and nonstructural measures, with cost-share funding for flood protection planning available to political subdivisions from the research and planning fund of the Texas Water Development Board.

ARTICLE 2. - PURPOSE OF AGREEMENT

The purpose of this agreement is to accomplish the following objectives:

- Reduce flooding risks by coordinating and participating in flood protection planning studies and the implementation of specific projects on a cost-sharing basis.

- Provide an administrative structure through this Agreement to obtain cost-sharing funds from the Texas Water Development Board for flood protection planning, and establish the mechanism to obtain necessary funding and in-kind services from the other parties to this Agreement.

- Participate in Master Planning of the Clear Creek Watershed which, included among the planning tasks: 1) evaluates and recommends potential structural and/or nonstructural solutions for flood protection, environmental enhancement, water quality, recreation, and other allied purposes in the Clear Creek Watershed; 2) develops up-to-date engineering-scale topographic mapping, cross-sections, profiles, right-of-way widths, flood elevations, flood plain delineations and planimetrics; 3) improves the hydrologic and hydraulic computer models for use by the parties, Corps of Engineers and the engineering community in preparing and reviewing permit and or development applications.

AS PER ORIGINAL

- Provide the means for cities, counties, and special districts to negotiate Local Cooperation Agreement(s) with the Water Development Board or others for implementation of specific elements recommended in the Clear Creek Watershed Regional Plan.

- Cooperate in pursuit of COMMON GOALS for the Clear Creek Watershed including flood protection and abatement, drainage, greenway establishment and protection, conservation, planned development and other appropriate elements.

- Participate in the management of the Clear Creek Watershed by administrating this agreement between parties of this contract with the following requirements:

  1. "No impact" review process, either flood control or drainage, for all new development and/or flood prevention projects, with the criteria for no impact being based on established limits to adverse rises in flood elevations.

  2. Use similar hydrological standards and hydraulic methods in the analysis of upstream and downstream water surface profiles, flood flows, and flood plain delineation.

  3. Within the allowable limits of each Party, abide by the requests of the majority of Steering Committee members for any corrections, modifications, recommendations or project participation for projects being reviewed or initiated within the Clear Creek Watershed.

ARTICLE 3. - ADMINISTRATIVE STRUCTURE

The administrative structure under this Agreement is as follows:

- A Steering Committee will provide policy guidance for the cooperative program and make recommendations to the governing bodies of the parties; each party to this Agreement will be entitled to appoint one member from its governing body and a designated alternate to the Steering Committee; parties which provide funding support will have voting representatives, while others will be ex-officio non-voting; the Committee will appoint a Chairman and Vice-Chairman who will be members of the governing bodies as parties to this Agreement.

AS PER ORIGINAL

- A Technical Advisory Committee will be appointed by the Steering Committee as appropriate to provide advice and assistance; the Technical Advisory Committee will generally consist of senior staff members from the participating entities, and may include representatives from other state and local governments, state agencies, federal agencies, the private sector and public interest groups.

- The Harris County Flood Control District (HCFCD) will be the administrative agent under this Agreement pursuant to the Act.

ARTICLE 4. - FUNDING

HCFCD will submit an annual coordinated program and budget for Steering Committee approval by June 1 of each year; unless modified by the Steering Committee, each jurisdiction will contribute its pro-rata share for funding support based on the percentage of its land area within the Clear Creek Watershed, while any political subdivision with a voting representative on the Steering Committee will contribute not less than five percent. Exhibit A attached hereto and made a part hereof is the Steering Committee Funding Proration. The parties shall contribute their pro-rata share from current revenues available to the paying party.

The Steering Committee may seek funding and approve cooperative planning studies among the parties, with state and federal agencies, and with any other entities to accomplish the purposes of this agreement.

Funding applications and/or agreements for the implementation of each separable element or tributary improvement, including any Local Cooperation Agreement, will be developed, executed and cost-shared by the appropriate city, county or special district or combination thereof.

ARTICLE 5. - SUPPLEMENTAL SERVICE

This Agreement is recognized as a supplemental level of service, and is not intended to duplicate or diminish the products, assistance, representation, or services received by participating entities.

ARTICLE 6. - ADDITIONAL PARTIES

Additional political subdivisions within the Clear Creek Watershed may become parties to this Agreement by first obtaining endorsement by the Steering Committee, approving the terms and conditions of this Agreement, providing pro-rata funding support if it wishes to have a voting member of the Steering committee, and affixing hereto the signature of its authorized representative indicating the date of approval of this Agreement by said entity.

ARTICLE 7. - RENEWAL AND AMENDMENTS

This Agreement will be in effect for one year from the effective date of this Agreement, and will be considered automatically renewed for such succeeding year. A party may withdraw from this Agreement, through a vote of its governing body, provided it has notified the Steering Committee of such action in writing at least 60 days before its intended withdrawal date. Amendments may be made to this Agreement upon the approval of the governing bodies of all parties.

ARTICLE 8. - DISSOLUTION

The Agreement may be dissolved at any time by the written mutual consent of the parties. In the event of the dissolution of the Agreement, whether voluntary or involuntary or by operation of law, any funds remaining after payment of the debts accrued by the functioning of the Agreement will be distributed to the voting members of the Steering Committee on the basis of the pro-rata shares as listed in Exhibit A.

ARTICLE 9. - SEPARABILITY CLAUSE

If any provision in this Agreement or any application hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

ARTICLE 10. - GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

AS PER ORIGINAL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

(SIGNATURE PAGE ATTACHED)

AS PER ORIGINAL

EXHIBIT A

CLEAR CREEK REGIONAL FLOOD CONTROL PLAN
STEERING COMMITTEE FUNDING PRORATION

Entity	Area (mi^2)	Participation %
Association of Water Board Directors	N/A	5%*
Brazoria County Conservation and Reclamation District No. 3	4.06	5%*
Brazoria County Drainage District No. 4	51.61	20%
City of Friendswood	18.27	5%**
City of Houston	44.27	17%
City of League City	25.15	10%
City of Pasadena	22.76	9%
City of Pearland	14.86	6%
Clear Creek Drainage District	N/A	5%**
Clear Lake Area Council of Cities (El Lago, Nassau Bay, Seabrook, Taylor Lake, Kemah, Clear Lake Shores, Webster)	13.82	5%
Fort Bend County Drainage District	8.63	5%*
Galveston County	0.50	5%*
Harris County Flood Control District	53.80	21%
	257.73	118%

*Minimum amount based on 5%.
**The City of Friendswood and the Clear Creek Drainage District have approximately the same boundaries; therefore, the area is not repeated for the Clear Creek Drainage District while each entity is assessed the minimum 5%.

PROJECT ORGANIZATION

FUNDING AGENCIES

- HARRIS COUNTY FLOOD CONTROL DISTRICT
- TEXAS WATER DEVELOPMENT BOARD

STUDY SPONSOR AND PROJECT MANAGER

- HARRIS COUNTY FLOOD CONTROL DISTRICT

STEERING COMMITTEE

- ELECTED OR APPOINTED OFFICIALS FROM ENTITIES WITH REGULATORY JURISDICTION

TECHNICAL ADVISORY COMMITTEE

- ENGINEERS FROM ENTITIES WITH OVERALL OR REPRESENTATIVE JURISDICTION

ENGINEERING CONSULTANT

- DANNENBAUM ENGINEERING CORPORATION

41 2359

5. CONSIDER ACCEPTANCE OF DRAINAGE EASEMENT ON VALLEY LODGE DRAINAGE CHANNEL (BRAZOS RIVER LATERAL II-YY):

Moved by Commissioner Pressley, Seconded by Commissioner O'Shieles, duly put and unanimously carried, it is ordered to accept drainage easement on Valley Lodge drainage channel from Valley Lodge, Inc. (Recorded in minutes in full)

6. PRESENT AND DISCUSS MONTHLY REPORT:

Moved by Commissioner O'Shieles, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered to accept the APRIL 1990 Drainage District Report. (Recorded in minutes in full)

7. ADJOURNMENT:

Moved by Commissioner Denham, Seconded by Commissioner Pressley, duly put and unanimously carried, it is ordered that the Drainage District Board be adjourned at 10:55 a.m. Monday, May 21, 1990.

#5
DDB 5-21-90

9024715

AS PER ORIGINAL

2212 400

FORT BEND COUNTY DRAINAGE DISTRICT 41 2361

RIGHT OF WAY EASEMENT

THE STATE OF TEXAS,
COUNTY OF FORT BEND,
KNOW ALL MEN BY THESE PRESENTS: That the undersigned:

VALLEY LODGE, INC
P.O. BOX 500
SIMONTON, TEXAS 77476

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:

[redacted]

The District shall have an easement 120' in width perpendicular to and along the Northerly side of the line described to-wit:

BEGINNING at the point where the Southerly boundary of a 120' drainage easement intersects the Southeasterly boundary of Reserve "O" as shown on the recorded plat of Brazos Valley Section 3, a subdivision in Fort Bend County, Texas, according to the plat thereof recorded in Volume 142, Page 287 of the Deed Records of Fort Bend County, Texas;

THENCE Westerly along the centerline of said levee to its point of termination;

THENCE perpendicular to said levee and in a Northerly direction to intersect the centerline of the existing ditch in Reserve "F". From this point downstream said easement will remain an aggregate width of 120'; but will be 60' perpendicular to each side of the centerline of the ditch in Reserve "F";

THENCE continuing in a Westerly direction along the various meanders of the centerline or thread of said ditch as it crosses Reserve "F" to intersect the Westerly boundary of Reserve "F". Said intersection being the termination point of this easement.

During drainage channel construction and during channel maintenance operations, the District is authorized to spread spoil dirt and excavated material, operate machinery and do any necessary clearing upon the premises of Grantor immediately adjoining the easement as above described.

DDB
DDB 5/21/90
return to: Elida
DRAINAGE

AS PER ORIGINAL

41 2362

2212 401

The DISTRICT shall have all rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, with the right of ingress and egress to and from said drainage canal right of way, provided, however, that after construction of said drainage canal, said right of ingress and egress of the DISTRICT shall be limited to the said right of way and to existing roads and passageways. The DISTRICT is given the right from time to time to cut and remove all trees, undergrowth, and abate other obstruction, upon said canal right of way, that may injure, endanger, or interfere with the construction, operation, maintenance and repair of said drainage canal.

The DISTRICT agrees during the life of this easement to repair all damage to roads, passageways and fences resulting from the DISTRICT'S use in going to and from said easement and right of way, and to restore the same to the previously existing condition as near as possible.

GRANTOR reserves the right to use the facilities offered by the drainage canal for the disposal of surface waters, rain, or any excess waters collecting upon his land, and in such connection GRANTOR has the right in the manner provided by law and at his own expense to construct and provide ditches, drains and laterals connecting his said land or portions thereof with the drainage canal.

GRANTOR reserves the oil, gas and sulphur in and under the land covered by this easement, provided however, that during the life of this easement no mining or drilling operations shall be conducted upon the surface of the area included in the easement right of way above described.

It is agreed that if at a future time the DISTRICT, its successors or assigns, shall permanently cease to use said drainage canal right of way for the purposes herein contained, and shall permanently abandon the same, then and in such event the said right of way above described, together with all rights and interests held by the DISTRICT by reason of this instrument, shall revert, pass to and vest in the said GRANTOR, his heirs or assigns.

TO HAVE AND TO HOLD said right of way and easement herein granted, unto the said DISTRICT, its successors or assigns.

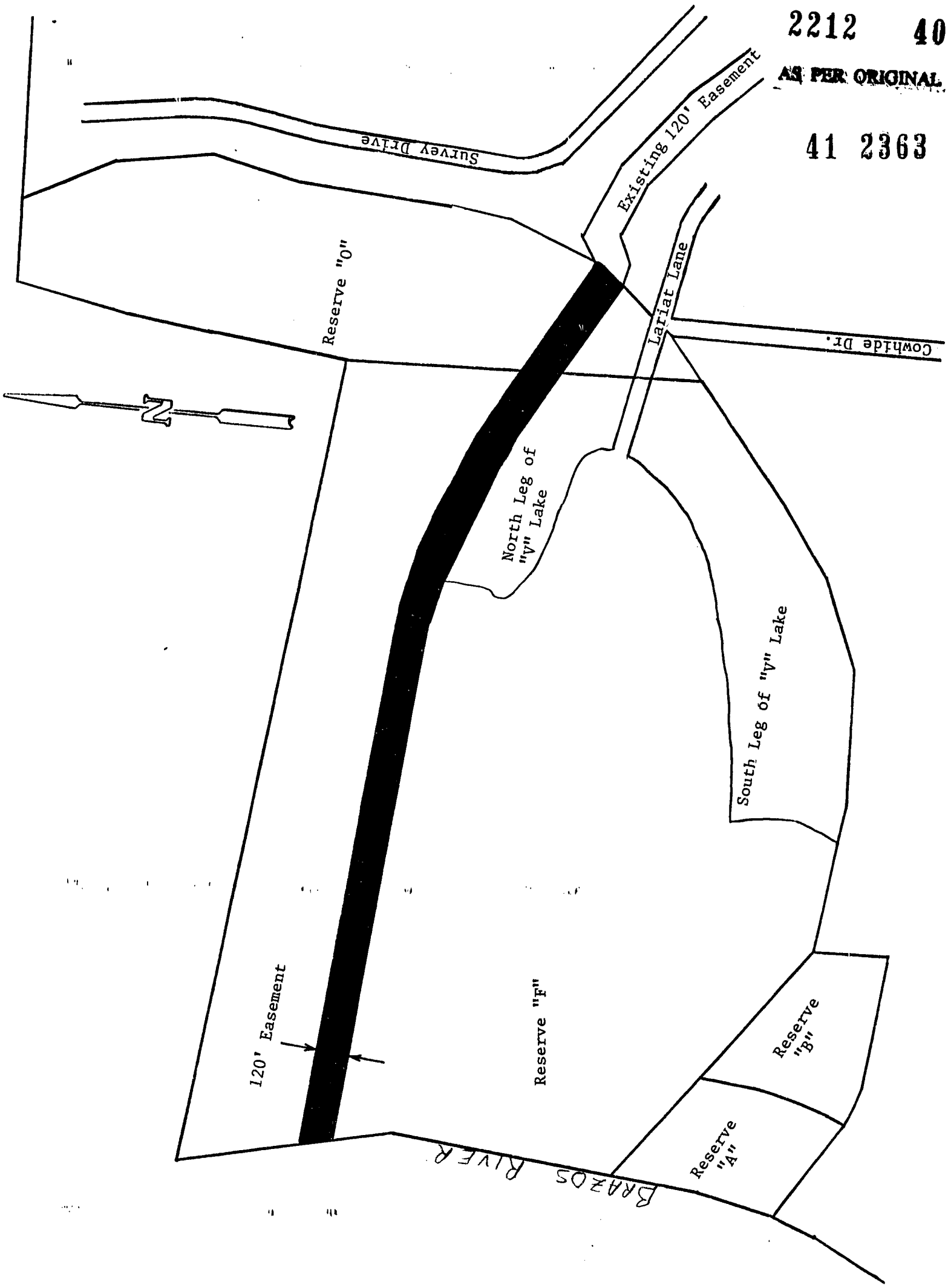
EXECUTED this the 3rd day of May, A. D. 19 90.

Robert C Jones PRESIDENT, VALLEY LODGE, INC

2212 402

AS PER ORIGINAL

41 2363



41 2364

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME DOROTHY M. KRAL

~~ROBERT C. JONES~~, in and for FORT BEND County, Texas, on this day personally appeared ROBERT C. JONES

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 3 day of MAY, A. D. 19 90

DOROTHY M. KRAL Notary Public
State of Texas
Commission expires 1-23-92

STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME _____

_____, in and for _____ County, Texas, on this day personally appeared _____, wife of _____

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This _____ day of _____, A. D. 19_____

(L. S.)

THE STATE OF TEXAS
COUNTY OF _____

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

41 2365 DDB #6

COUNTY OF FORT BEND

Drainage District
P.O. Box 1028 3417 Avenue F
Rosenberg, Texas 77471 Phone: 342-2863

LETTER OF TRANSMITTAL

DATE 5/15/90	JOB NO.
ATTENTION Dianne Wilson	
RE: Drainage Board Agenda	

TO Fort Bend County Clerk

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			Drainage District Monthly Report

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit ____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS Attached Drainage District monthly report for April, 1990 will be placed on the Drainage Board Agenda for Monday, April 21, 1990. Any questions should be directed to David Jalowy @ 342-0141.

COPY TO _____

SIGNED: David E. Baker

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

COUNTY OF FORT BEND

41 2366 DDB #6

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

APRIL, 1990

The removal of vegetation from channels during April, 1990 was accomplished by both mowing operations and herbicide applications.

Mowing was done on forty-four (44) channels that included Bray's Bayou IX and IX-A, Buffalo Creek I-B-3 and four (4) tributaries, Dry Creek II-B-2, and Duvall Ditch II-J-1. More mowing work was done during April, 1990 than in past Aprils because of a combination of rainfall and windy conditions. The rainfall allowed weeds to grow at a faster rate while windy conditions prohibited the applications of herbicides on all but just a few days.

Herbicides were applied to thirty-five (35) channels that included Big Creek II-B, Sims Bayou and several tributaries and Snake Creek I-C and several tributaries. The herbicides used were Arsenal, Garlon 3A, Rodeo, and Roundup.

The bridge crew assisted Precinct #2 with the replacement of two (2) bridges on Duty Road. They also replaced three (3) watergates on Cooley Ditch II-CC-1, Big Creek II-B and Snake Creek I-C-12. On April 17 and 18 they installed a new watergate on Snake Creek I-C. The crew also replaced a bridge on Mound Creek I-A-4 and removed two (2) bridges on Guyler Ditch II-BB and replaced them with culvert crossings. They also assisted with the replacement of three (3) drop inlet culverts on Willow Fork of Buffalo Bayou V-A and with the installation of a culvert under a pipeline crossing the Big Creek Bypass.

The excavation of Deer Creek also continued during April where four (4) machines cleared right-of-way, and dug and levelled eight thousand nine hundred (8,900) cubic yards of spoil material.

The Northwest 9570 dragline continued to dig on Brazos River II-H. Approximately thirteen thousand eight hundred (13,800) cubic yards of dirt were dug and levelled.

The Rapier NCK-305 dragline continued to dig on Duvall Ditch II-J where work neared F.M. 1489.

The following charts show each project worked during April, 1990 and which equipment was used.

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

1. PRECINCT 2
   E133-NORTHWEST 41AIR DRAGLINE 4/3-4/6, 4/9-4/12, 4/16

2. BIG CREEK II-B
   E133-NORTHWEST 41AIR DRAGLINE 4/20

3. BIG CREEK BYPASS II-B ALT
   D556-LINKBELT LS98C DRAGLINE 4/2-4/6, 4/9-4/12, 4/17-4/20, 4/23-4/27, 4/30
   E532-DRESSER TD25G DOZER 4/5-4/6, 4/9-4/12, 4/16-4/20, 4/23-4/27, 4/30
   E538-EL240HYDR. EXCAVATOR 4/6, 4/9-4/12, 4/16-4/20, 4/23-4/26, 4/30

4. BRAZOS RIVER II-MM
   E222-FIAT ALLIS FD20 DOZER 4/10, 4/12

5. BRAZOS RIVER LATERAL II-H
   E135-NORTHWEST 9570 DRAGLINE 4/2-4/6, 4/9-4/12, 4/16-4/18
   E526-DRESSER TD25G DOZER 4/2-4/6, 4/9-4/12, 4/16-4/19, 4/25-4/27, 4/30
   E532-DRESSER TD25G DOZER 4/2-4/5

6. CEDAR CREEK I-B
   E133-NORTHWEST 41AIR DRAGLINE 4/17
   E226-CATERPILLAR D6D DOZER 4/20

7. COOLEY DITCH II-CC-1
   E133-NORTHWEST 41AIR DRAGLINE 4/19

8. COTTONWOOD CREEK II-B-24
   E519-LINKBELT LS2800 TRACKHOE 4/18-4/19

9. DEER CREEK II-B-5
   E134-LINKBELT LS98A DRAGLINE 4/2-4/6, 4/9-4/12, 4/16-4/20, 4/23-4/27, 4/30
   E137-FIAT ALLIS 16B DOZER 4/2-4/6, 4/9-4/10, 4/23-4/27, 4/30
   E222-FIAT ALLIS FD20 DOZER 4/20, 4/23-4/26, 4/30
   E224-FIAT ALLIS FD20 DOZER 4/17-4/18, 4/20, 4/23-4/27, 4/30

10. DRY BRANCH I-E
    E538-EL240HYDR. EXCAVATOR 4/3

11. DRY CREEK II-B-2
    E133-NORTHWEST 41AIR DRAGLINE 4/2
    E226-CATERPILLAR D6D DOZER 4/2-4/6
    E538-EL240HYDR. EXCAVATOR 4/6

12. DUVAL DITCH II-J
    E226-CATERPILLAR D6D DOZER 4/9-4/12, 4/16-4/18
    E247-RAPIER NCK305 DRAGLINE 4/2-4/6, 4/16-4/20, 4/23-4/26, 4/30

FT. BEND COUNTY DRAINAGE DISTRICT
HEAVY EQUIPMENT REPORT

13. GAPPS SLOUGH II-B-2-a
    E226-CATERPILLAR D6D DOZER 4/26, 4/30

14. GUYLER DITCH II-BB
    E519-LINKBELT LS2800 TRACKHOE 4/19-4/20, 4/23-4/26, 4/30

15. MOUND CREEK I-A-4
    E133-NORTHWEST 41AIR DRAGLINE 4/23-4/25

16. ROBINOWITZ DITCH II-M
    E222-FIAT ALLIS FD20 DOZER 4/16-4/19

17. SNAKE CREEK I-C
    E133-NORTHWEST 41AIR DRAGLINE 4/17-4/18
    E538-EL240HYDR. EXCAVATOR 4/3-4/4

18. SNAKE CREEK I-C-12
    E133-NORTHWEST 41AIR DRAGLINE 4/26

19. WILLOW FORK OF BUFFALO BAYOU V-A
    E519-LINKBELT LS2800 TRACKHOE 4/2-4/5, 4/10-4/12, 4/16-4/17

20. WILLOW WATERHOLE VIII-C-1
    E225-FIATALLIS FG85MOTORGRADER 4/2-4/5, 4/16-4/20, 4/23-4/26
    E227-FIAT ALLIS FD30 DOZER 4/4-4/5, 4/9-4/12, 4/16-4/20, 4/23-4/25

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

1. BIG CREEK II-B

E229-HESSTON 7066 TRACTOR	4/30
E512-HESSTON 7066 TRACTOR	4/30

2. BRAYS BAYOU IX

E146-INTL. 784 TRACTOR	4/4-4/5
E513-HESSTON 7066 TRACTOR	4/4-4/5, 4/12

3. BRAYS BAYOU IX-A

E146-INTL. 784 TRACTOR	4/12, 4/16-4/17
E513-HESSTON 7066 TRACTOR	4/12, 4/16-4/17

4. BRAZOS RIVER LATERAL II-H

E116-JOHNDEERE 350C SLOPEMOWER	4/4-4/5, 4/10, 4/12, 4/18-4/20
E117-JOHNDEERE 350C SLOPEMOWER	4/4-4/5, 4/9-4/10, 4/12, 4/19-4/19
E243-FORD 6610 SLOPEMOWER	4/10, 4/17

5. BUFFALO CREEK I-B-3

E110-JOHNDEERE 350C SLOPEMOWER	4/9-4/12, 4/16, 4/18-4/20, 4/24-4/26, 4/30
E123-JOHNDEERE 350C SLOPEMOWER	4/2-4/3, 4/5-4/6, 4/9-4/10
E130-INTL. 784 SLOPEMOWER	4/3, 4/5, 4/9-4/11, 4/16, 4/19, 4/23-4/25
E231-HESSTON 7066 TRACTOR	4/2-4/3, 4/9-4/12, 4/18-4/20, 4/24-4/25
E514-HESSTON 7066 TRACTOR	4/3, 4/5, 4/9-4/11, 4/18-4/20, 4/24-4/25
E518-MF 283 SLOPEMOWER	4/16, 4/18-4/19, 4/24-4/25
E525-HESSTON 7066 SLOPEMOWER	4/20, 4/24-4/25, 4/30
E531-CASE 450	4/2-4/3, 4/5-4/6, 4/10-4/12, 4/16, 4/18-4/20, 4/23-4/26, 4/30

6. BUFFALO CREEK I-B-3-c

E130-INTL. 784 SLOPEMOWER	4/11
E514-HESSTON 7066 TRACTOR	4/11

7. BUFFALO CREEK I-B-3-d

E130-INTL. 784 SLOPEMOWER	4/11-4/12, 4/16
E514-HESSTON 7066 TRACTOR	4/11-4/12, 4/16
E518-MF 283 SLOPEMOWER	4/16

8. BUFFALO CREEK I-B-3-f

E130-INTL. 784 SLOPEMOWER	4/30
E231-HESSTON 7066 TRACTOR	4/26
E514-HESSTON 7066 TRACTOR	4/26, 4/30
E518-MF 283 SLOPEMOWER	4/30
E525-HESSTON 7066 SLOPEMOWER	4/26

9. BUFFALO CREEK I-B-3-j

E231-HESSTON 7066 TRACTOR	4/26
E514-HESSTON 7066 TRACTOR	4/26
E525-HESSTON 7066 SLOPEMOWER	4/26

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

10. COOLEY DITCH II-CC-1

E113-JOHNDEERE 350C SLOPEMOWER	4/12
E115-JOHNDEERE 350C SLOPEMOWER	4/12

11. COW CREEK II-A

D550-D21E KOMATSU SLOPEMOWER	4/9-4/11, 4/17-4/18
E107-JOHNDEERE 350C SLOPEMOWER	4/9-4/11, 4/17-4/18
E127-JOHNDEERE 350C SLOPEMOWER	4/10-4/11, 4/17-4/18
E512-HESSTON 7066 TRACTOR	4/9, 4/11

12. DRY CREEK II-B-2

E106-JOHNDEERE 350C SLOPEMOWER	4/9-4/10, 4/12, 4/18-4/20, 4/23-4/26
E119-JOHNDEERE 350C SLOPEMOWER	4/9-4/10, 4/12, 4/16, 4/18-4/20, 4/23-4/26, 4/30
E124-JOHNDEERE 350C SLOPEMOWER	4/9-4/11, 4/16, 4/18, 4/25
E230-HESSTON 7066 TRACTOR	4/9-4/12, 4/16, 4/18-4/19, 4/24
E515-HESSTON 7066 TRACTOR	4/5, 4/9-4/12, 4/16, 4/18-4/20, 4/23-4/24
E523-HESSTON 7066 SLOPEMOWER	4/9-4/11, 4/16-4/17, 4/19, 4/25

13. DRY CREEK II-B-2-i

E124-JOHNDEERE 350C SLOPEMOWER	4/5
E523-HESSTON 7066 SLOPEMOWER	4/5

14. DUTCH JOHN CREEK II-B-1-e

E523-HESSTON 7066 SLOPEMOWER	4/24

15. DUVAL DITCH II-J-1

E113-JOHNDEERE 350C SLOPEMOWER	4/12, 4/16-4/18
E115-JOHNDEERE 350C SLOPEMOWER	4/12, 4/16-4/18

16. FAIRCHILDS CR. II-B-10

D550-D21E KOMATSU SLOPEMOWER	4/20, 4/23-4/26, 4/30
E107-JOHNDEERE 350C SLOPEMOWER	4/20, 4/23-4/26, 4/30
E127-JOHNDEERE 350C SLOPEMOWER	4/26, 4/30
E229-HESSTON 7066 TRACTOR	4/18-4/18, 4/20, 4/23-4/27
E512-HESSTON 7066 TRACTOR	4/16-4/20, 4/23-4/27
E543-MASSEY FERGUSON 282	4/26, 4/30

17. FAIRCHILDS CREEK II-B-10-c

E229-HESSTON 7066 TRACTOR	4/23
E512-HESSTON 7066 TRACTOR	4/23

18. FAIRCHILDS CREEK II-B-10-i

E229-HESSTON 7066 TRACTOR	4/26

19. FLEWELLEN DITCH II-E-10-b

E113-JOHNDEERE 350C SLOPEMOWER	4/25-4/26, 4/30
E115-JOHNDEERE 350C SLOPEMOWER	4/25-4/26, 4/30

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

20. HADY CREEK II-F-2
    E113-JOHNDEERE 350C SLOPEMOWER 4/3-4/5
    E115-JOHNDEERE 350C SLOPEMOWER 4/3-4/4
    E524-HESSTON 7066 SLOPEMOWER 4/3, 4/5

21. JONES CREEK II-E-5
    E113-JOHNDEERE 350C SLOPEMOWER 4/23-4/24
    E115-JOHNDEERE 350C SLOPEMOWER 4/23-4/24

22. KEEGANS BAYOU VII
    E143-MF 165 TRACTOR 4/25
    E146-INTL. 784 TRACTOR 4/17-4/18, 4/20, 4/23-4/25
    E513-HESSTON 7066 TRACTOR 4/17-4/20

23. KEEGANS BAYOU VII-D
    E146-INTL. 784 TRACTOR 4/19

24. LOW. RABBS BAYOU II-B-2-a-3
    E124-JOHNDEERE 350C SLOPEMOWER 4/19-4/20

25. MIDDLE BAYOU II-D-1
    E515-HESSTON 7066 TRACTOR 4/30

26. MUSTANG CREEK IV
    E515-HESSTON 7066 TRACTOR 4/2-4/3

27. OYSTER CREEK II-K
    E230-HESSTON 7066 TRACTOR 4/3
    E515-HESSTON 7066 TRACTOR 4/2

28. OYSTER CREEK II-K-5
    E230-HESSTON 7066 TRACTOR 4/3
    E515-HESSTON 7066 TRACTOR 4/3

29. RABBS BAYOU II-D
    E124-JOHNDEERE 350C SLOPEMOWER 4/25-4/26, 4/30
    E523-HESSTON 7066 SLOPEMOWER 4/25-4/26, 4/30

30. RABBS BAYOU II-D-5-a
    E515-HESSTON 7066 TRACTOR 4/24-4/25

31. RABBS BAYOU II-D-5-b-1
    E515-HESSTON 7066 TRACTOR 4/26

32. RED GULLY II-K-9
    E116-JOHNDEERE 350C SLOPEMOWER 4/24-4/26, 4/30
    E117-JOHNDEERE 350C SLOPEMOWER 4/23-4/26, 4/30
    E146-INTL. 784 TRACTOR 4/25-4/26, 4/30

FT. BEND COUNTY DRAINAGE DISTRICT
SHREDDER REPORT

33. SEABOURNE CREEK II-B-4
E127-JOHNDEERE 350C SLOPEMOWER 4/19-4/20, 4/23-4/26
E229-HESSTON 7066 TRACTOR 4/12
E517-MF 283 SLOPEMOWER 4/12, 4/17-4/18
E543-MASSEY FERGUSON 282 4/19-4/20, 4/23-4/26

34. SIMS BAYOU VIII-A-2
E157-CASE 1390 TRACTOR 4/30
E517-MF 283 SLOPEMOWER 4/30

35. SIMS BAYOU VIII-B
E111-JOHNDEERE 350C SLOPEMOWER 4/4
E157-CASE 1390 TRACTOR 4/23-4/24, 4/26

36. SIMS BAYOU VIII-B-1
E157-CASE 1390 TRACTOR 4/25
E517-MF 283 SLOPEMOWER 4/30

37. SIMS BAYOU VIII-B-1-a
E517-MF 283 SLOPEMOWER 4/26

38. SIMS BAYOU VIII-B-1-c
E157-CASE 1390 TRACTOR 4/11-4/12, 4/16

39. SIMS BAYOU VIII-B-1-d
E146-INTL. 784 TRACTOR 4/16
E157-CASE 1390 TRACTOR 4/16

40. SIMS BAYOU VIII-B-4
E152-CASE 885 TRACTOR 4/24

41. STAFFORD RUN CREEK II-K-1
E230-HESSTON 7066 TRACTOR 4/3
E515-HESSTON 7066 TRACTOR 4/3

42. THEATRE DITCH II-B-2-e
E523-HESSTON 7066 SLOPEMOWER 4/18-4/19

43. WEST SIMONTON DITCH II-YY
E113-JOHNDEERE 350C SLOPEMOWER 4/9-4/11
E115-JOHNDEERE 350C SLOPEMOWER 4/9-4/11

44. WILLOW FORK OF BUFFALO BAYOU V-A
E115-JOHNDEERE 350C SLOPEMOWER 4/5

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

1. BIG CREEK II-B

E102-JOHNDEERE 350 SLOPEMOWER	4/4-4/5, 4/12, 4/16, 4/23
E105-JOHNDEERE 350B SLOPEMOWER	4/4-4/5
E129-INTL. 784 SLOPEMOWER	4/5, 4/16, 4/23
E154-CASE 1390 TRACTOR	4/4-4/5, 4/12, 4/16, 4/23
E229-HESSTON 7066 TRACTOR	4/4-4/5

2. BUFFALO CREEK I-B-3

E231-HESSTON 7066 TRACTOR	4/16
88FORDF350(1FDKF38G1JNA97820)	4/16

3. BUFFALO CREEK I-B-3-1

88FORDF350(1FDKF38G1JNA97820)	4/16

4. COON CREEK II-B-3-b

88FORDF350(1FDKF38G1JNA97820)	4/23

5. COUNTY LINE DITCH II-VV

88FORDF350(1FDKF38G1JNA97820)	4/23

6. DRY BRANCH I-E-2

E125-JOHNDEERE 2640 SLOPEMOWER	4/4

7. DRY BRANCH I-E-2-a

E155-CASE 1390 TRACTOR	4/4

8. DRY CREEK II-B-2

E106-JOHNDEERE 350C SLOPEMOWER	4/23

9. EAST BERNARD DITCH I-G

88FORDF350(1FDKF38G1JNA97820)	4/23

10. EAST BERNARD DITCH I-G-1

88FORDF350(1FDKF38G1JNA97820)	4/23

11. FAIRCHILDS CR. II-B-10

E129-INTL. 784 SLOPEMOWER	4/4

12. GUY CREEK I-A-1

88FORDF350(1FDKF38G1JNA97820)	4/12

13. GUY CREEK I-A-1-a

88FORDF350(1FDKF38G1JNA97820)	4/12

14. JACKSON DITCH I-H

E125-JOHNDEERE 2640 SLOPEMOWER	4/5
E155-CASE 1390 TRACTOR	4/4-4/5

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

15. MOUND CREEK I-A
    88FORDF350(1FDKF38G1JNA97820) 4/12, 4/16

16. MOUND CREEK I-A-2
    88FORDF350(1FDKF38G1JNA97820) 4/16

17. MOUND CREEK I-A-3
    88FORDF350(1FDKF38G1JNA97820) 4/16

18. MOUND CREEK I-A-4
    88FORDF350(1FDKF38G1JNA97820) 4/16

19. OYSTER CREEK II-K
    E126-JOHNDEERE 2640 SLOPEMOWER 4/4

20. OYSTER CREEK II-K-5
    E126-JOHNDEERE 2640 SLOPEMOWER 4/4

21. SAN BERNARD RIVER I-J
    E125-JOHNDEERE 2640 SLOPEMOWER 4/17, 4/19
    E155-CASE 1390 TRACTOR 4/17, 4/19

22. SAN BERNARD RIVER I-K
    E125-JOHNDEERE 2640 SLOPEMOWER 4/12
    E155-CASE 1390 TRACTOR 4/12

23. SIMS BAYOU VIII-B
    E111-JOHNDEERE 350C SLOPEMOWER 4/4-4/5, 4/12, 4/17, 4/23
    E121-JOHNDEERE 350C SLOPEMOWER 4/4-4/5, 4/12, 4/17, 4/23
    E122-JOHNDEERE 350C SLOPEMOWER 4/5, 4/17, 4/23

24. SIMS BAYOU VIII-B-1
    88FORDF350(1FDKF38G1JNA97820) 4/4

25. SIMS BAYOU VIII-B-1-a
    E111-JOHNDEERE 350C SLOPEMOWER 4/5
    E122-JOHNDEERE 350C SLOPEMOWER 4/5

26. SIMS BAYOU VIII-B-1-b
    E111-JOHNDEERE 350C SLOPEMOWER 4/5

27. SIMS BAYOU VIII-B-1-d
    88FORDF350(1FDKF38G1JNA97820) 4/4

28. SIMS BAYOU VIII-B-2
    E111-JOHNDEERE 350C SLOPEMOWER 4/12
    E121-JOHNDEERE 350C SLOPEMOWER 4/12

FT. BEND COUNTY DRAINAGE DISTRICT
SPRAYER REPORT

29. SIMS BAYOU VIII-B-3
    E122-JOHNDEERE 350C SLOPEMOWER 4/4

30. SIMS BAYOU (CANGELOSI DITCH) VIII
    88FORDF350(1FDKF3BG1JNA97820) 4/4

31. SNAKE CREEK I-C
    E108-JOHNDEERE 350C SLOPEMOWER 4/17, 4/23
    E109-JOHNDEERE 350C SLOPEMOWER 4/4
    E120-JOHNDEERE 350B SLOPEMOWER 4/4, 4/12, 4/17, 4/23

32. SNAKE CREEK I-C-10
    E125-JOHNDEERE 2640 SLOPEMOWER 4/23
    E155-CASE 1390 TRACTOR 4/23

33. SNAKE CREEK I-C-12
    E120-JOHNDEERE 350B SLOPEMOWER 4/17, 4/23

34. SNAKE CREEK I-C-13
    E109-JOHNDEERE 350C SLOPEMOWER 4/4-4/5
    E120-JOHNDEERE 350B SLOPEMOWER 4/4-4/5

35. STAFFORD RUN CREEK II-K-1
    HANDSPRAYING 4/23
    E126-JOHNDEERE 2640 SLOPEMOWER 4/5, 4/17
    E242-FORD 6610 SLOPEMOWER 4/5, 4/17
    88FORDF350(1FDKF38G1JNA97820) 4/4, 4/30

OPEN BIDS

MAY 29, 1990
11:00 a.m.

The following bids were presented for review.

1) CONTRACT FOR PAVEMENT MARKING OF PAVED ROADS THROUGHOUT FORT BEND COUNTY BID #90-053:

A) Safety Lights Company

2) CONTRACT FOR MAINTENANCE SERVICE OF ELECTRIC AND ELECTRONIC TYPEWRITERS BID #90-054:

A) All American Typewriter
B) Davis Business Machines, Inc.
C) Dean Williams Business Machines, Inc.
D) Stargel Office Systems

3) CONTRACT FOR THE PURCHASE OF OFFICE SUPPLIES BID #90-055:

A) International Business Consumables Corp.
B) Key Office Products

4) CONTRACT FOR PEST CONTROL SERVICES FOR CERTAIN FORT BEND COUNTY BUILDINGS BID #90-056:

A) Colony Pest Control
B) D & B Control Co.
C) Hill & Hill Exterminators
D) J & G Chemical Co.
E) Pena's Service
F) Crusader Pest Control

5) CONTRACT FOR THE PURCHASE OF FORD DEALER PARTS BID #90-057:

A) Helfman Ford
B) Jack Roach Ford, Inc.
C) Joe Meyers Ford, Inc.
D) Mort Hall Fort

6) PURCHASE OF TWO OR ORE NEW ½ TON PICKUP TRUCKS BID #90-062:

A) Joe Grillo Oldsmobile-Dodge

CONTRACT FOR PAVEMENT MARKING OF PAVED ROADS THROUGHOUT FORT BEND COUNTY 1)
BID NUMBER 90-053

41 2378

COMPANY
BATTERSON, INC.
FLEX-O-LITE, INC.
HARVEY'S SOUTHWESTERN MATERIALS, INC.
JAMES ELLIOTT CONSTRUCTION
MASTER SWEEP MAINT & SUPPLY CORP.
PAIGE BARRICADES, INC.
PRICE "BARRACDE" AND SIGNAL CO., INC.
SAFETY LIGHTS COMPANY ✓
SARGENT-SOWELL, INC.
TECHNICAL COATINGS CO.

CONTRACT FOR MAINTENANCE SERVICE OF ELECTRIC AND ELECTRONIC TYPEWRITERS
BID NUMBER 90-054

2)

41 2379

COMPANY
A.B. DICK COMPANY
AHT SERVICES, INC.
ALL AMERICAN TYPEWRITER ✓
AMERICAN BUSINESS TECHNOLOGIES, INC.
ATLAS BUSINESS MACHINES
BREWINGTON, INC.
BUSINESS EQUIPMENT OF HOUSTON, INC.
BUSINESS MACHINES PLUS
CENTURY BUSINESS EQUIPMENT, INC.
COMPUTER INOVATIONS
COPY PLUS SYSTEM, INC.
DANKA BUSINESS SYSTEM
DAVIS BUSINESS MACHINES, INC. ✓
DEAN WILLIAMS BUSINESS MACHINES, INC. ✓
DIRECT TECHNOLOGY
HARTWELL'S OFFICE WORLD
HEWLETT PACKARD
IMAGETECK CORP.
IMAGETEK CORP.
INTELLIGENT OFFICE SYSTEMS, INC.
INTERNATIONAL BUSINESS MACHINES, INC.
KOPI-R SERVICES
OFFICE PRODUCT SERVICES
PROSYS INTERNATIONAL, INC.
ROSENBERG OFFICE SUPPLY CO.
RPM DATA SYSTEMS, INC.
SOP, INC.

CONTRACT FOR MAINTENANCE SERVICE OF ELECTRIC AND ELECTRONIC TYPEWRITERS
BID NUMBER 90-054

41 2380

COMPANY
STARGEL OFFICE SYSTEMS ✓
TWD BUSINESS SYSTEMS, INC.
WALLACE BUSINESS EQUIPMENT, INC.

3)

CONTRACT FOR THE PURCHASE OF OFFICE SUPPLIES
BID NUMBER 90-055

41 2381

COMPANY
ACRO DIST. CO., INC.
ADVANCED OFFICE SYSTEMS, INC.
AHT SERVICES, INC.
ALLIANCE FILING SYSTEMS, INC.
AVALON WEST OFFICE SUPPLY
CANTER OFFICE EQUIPMENT
CENTURY BUSINESS EQUIPMENT, INC.
CLARKE & COURTS, INC.
DATA ENTRY SOURCE
DAVIS BUSINESS MACHINES, INC.
DEAN WILLIAMS BUSINESS MACHINES, INC.
DISCO PRINT COMPANY
FILING SERVICE CENTER, INC.
GESTETNER CORPORATION
GULF COAST PAPER CO., INC.
HAMILTON ENTERPRISES
HARTWELL'S OFFICE WORLD
INTERNATIONAL BUSINESS CONSUMABLES CORP. ✓ 45% dis.
INTERNATIONAL BUSINESS MACHINES, INC.
JOYCE OFFICE PRODUCTS CENTER
KEY OFFICE PRODUCTS ✓ 39%
KEYSTONE ENVELOPE CO.
KOPI-R SERVICES
MATRIX DATA CORPORATION
NATIONAL EAGLE CORP.
NB BUSINESS SYSTEMS
NEBO, INC. DBA RECORD SERVICE CENTER

CONTRACT FOR THE PURCHASE OF OFFICE SUPPLIES
BID NUMBER 90-055

41 2382

COMPANY
NEW MOORE COMPANIES
NORTHWEST/STC OFFICE PRODUCTS
NORTHWEST\STC BUSINESS PRODUCTS
PM OFFICE PRODUCTS
PROSYS INTERNATIONAL, INC.
RICHARD YOUNG PRODUCTS OF SOUTH TX., INC.
ROSENBERG OFFICE SUPPLY CO.
ROYER & SCHOTTS COMMERICAL PRINTING
ROYER & SCHUTTS COMMERCIAL PRINTING DIVISION
RPM DATA SYSTEMS, INC.
SOFTWARE GALERIA @ WESTWOOD
SPECTRUM DATA PRODUCTS, INC.
STC OFFICE PRODUCTS
TRADNET
TWD BUSINESS SYSTEMS, INC.
VARCO, INC.
WALLSTREET INTERNATIONAL, INC.
WAYNE MYERS CO.
WILSON BUSINESS PRODUCTS

CONTRACT FOR PEST CONTROL SERVICES FOR CERTAIN FORT BEND COUNTY BUILDINGS
BID NUMBER 90-056

4)

41 2383

COMPANY
A FIRST CHOICE PERST CONTROL CO.
BAXTER AND SONS
BUGMAN OF ROSENBERG
CITY FARMER
CITY FARMERS
COLONY PEST CONTROL ✓
D & B PEST CONTROL CO. ✓
DE LA ROSE BUILDING MAINTENACE
FIRESTONE TERMITE & PEST CONTROL, INC.
HILL AND HILL EXTERMINATORS ✓
J & B CHEMICAL CO., INC.
J & G CHEMICAL CO. ✓
ORKIN PEST CONTROL, INC.
PENA'S SERVICES ✓
PHB MAINTENANCE SUPPLIES
VAN WATERS & ROGERS CHEMICAL CO.
ZEP MANUFACTURING CO.
Crusader Pest control —

5)

41 2384

CONTRACT FOR THE PURCHASE OF FORD DEALER PARTS
BID NUMBER 90-057

COMPANY

A.C. COLLINS FORD, INC.

~~BARRETT WHITE GMC TRUCKS~~

~~BECK & MASTEN PONTIAC-GMC, INC~~.

~~BOB MARCO BUICK-GMC-MAZDA~~

~~CHAMPION CHRYSLER PLYMOUTH, INC~~.

CHAMPION FORD, INC.

~~CHUCK DAVIS CHEVROLET~~

CHUCK MILLER FORD, INC.

~~CHUCK RATHERT CHEV~~.

~~DAN BOONE CHEVROLET~~

DEMONTROND TRUCK CENTER

DUB MILLER FORD

EAST BERNARD FORD, INC.

~~EXCELLANCE INCORPORATED~~

~~FIRST RESPONSE, INC~~.

~~FRANK GILLMAN PONTIAC CO.~~

~~FRAZER, INC~~.

GALLERIA AREA FORD, INC.

~~GILMAN DODGE~~

~~GOODSON GMC~~

GREENVILLE FORD LINCOLN MERCURY

GREENVILLE FORD/LINCOLN/MERCURY

~~HALL CHEVROLET, INC~~.

HELFMAN FORD ✓

~~HUBENAK CHEVROLET/PONTIAC~~

HUBENAK FORD

JACK ROACH FORD, INC. ✓

CONTRACT FOR THE PURCHASE OF FORD DEALER PARTS
BID NUMBER 90-057

41 2385

COMPANY

JOE CAMP FORD

~~JOE GRILLO OLDSMOBILE DODGE~~

JOE MYER'S FORD, INC.

JOE MYERS FORD, INC. ✓

KINSEL FORD

~~KNAPP CHEVROLET, INC.~~

~~LANDMARK CHEVROLET NORTH~~

~~LANDMARK CHEVROLET/GMC S.W.~~

~~LAROCHE CHEVROLET CADILLAC~~

~~LAWRENCE MARSHAL CHEV OLDS~~

~~LES MARKES CHEVROLET MAZDA~~

~~MAC HAIK CHEVROLET/SUBARU~~

MAC HIEK FORD

~~MACK HAIK PEACOCK CHEVROLET~~

METRO FORD TRUCK SALES, INC.

~~MILLER CHEVROLET~~

MORT HALL FORD ✓

~~NOBLE PONTIAC GMC~~

NORTHWEST FORD MERCURY DBA MARSHALL FORD

RUSSELL AND SMITH FORD

RUSSELL BROS. OF TEXAS

~~SOUTHWEST LINCOLN MERCURY, INC.~~

~~TEXSTAR CHEVRLOET~~

UNIVERSAL FORD SALES, INC.

WEST SIDE AUTO SALES

WESTWAY FORD, INC.

~~WORTHINGTON CHEVROLET~~

PURCHASE OF TWO (2) OR MORE NEW 1/2 TON PICKUP TRUCKS (10 DAY DELIVERY)
BID NUMBER 90-062

6)

41 2386

COMPANY
A.C. COLLINS FORD, INC.
BARRETT WHITE GMC TRUCKS
BECK & MASTEN PONTIAC-GMC, INC.
BOB MARCO BUICK-GMC-MAZDA
CHAMPION CHRYSLER PLYMOUTH, INC.
CHAMPION FORD, INC.
CHUCK DAVIS CHEVROLET
CHUCK MILLER FORD, INC.
CHUCK RATHERT CHEV.
DAN BOONE CHEVROLET
DEMONTROND TRUCK CENTER
DUB MILLER FORD
EAST BERNARD FORD, INC.
EXCELLANCE INCORPORATED
FIRST RESPONSE, INC.
FRANK GILLMAN PONTIAC CO.
FRAZER, INC.
GALLERIA AREA FORD, INC.
GILMAN DODGE
GOODSON GMC
GREENVILLE FORD LINCOLN MERCURY
GREENVILLE FORD/LINCOLN/MERCURY
HALL CHEVROLET, INC.
HELFMAN FORD
HUBENAK CHEVROLET/PONTIAC
HUBENAK FORD
JACK ROACH FORD, INC.

PURCHASE OF TWO (2) OR MORE NEW 1/2 TON PICKUP TRUCKS (10 DAY DELIVERY)
BID NUMBER 90-062

41 2387

COMPANY
JOE CAMP FORD
JOE GRILLO OLDSMOBILE-DODGE ✓
JOE MYER'S FORD, INC.
JOE MYERS FORD, INC.
KINSEL FORD
KNAPP CHEVROLET, INC.
LANDMARK CHEVROLET NORTH
LANDMARK CHEVROLET/GMC S.W.
LAROCHE CHEVROLET-CADILLAC
LAWRENCE MARSHAL CHEV-OLDS
LES MARKES CHEVROLET MAZDA
MAC HAIK CHEVROLET/SUBARU
MAC HIEK FORD
MACK HAIK PEACOCK CHEVROLET
METRO FORD TRUCK SALES, INC.
MILLER CHEVROLET
MORT HALL FORD
NOBLE PONTIAC GMC
NORTHWEST FORD MERCURY DBA MARSHALL FORD
RUSSELL AND SMITH FORD
RUSSELL BROS. OF TEXAS
SOUTHWEST LINCOLN-MERCURY, INC.
TEXSTAR CHEVRLOET
UNIVERSAL FORD SALES, INC.
WEST SIDE AUTO SALES
WESTWAY FORD, INC.
WORTHINGTON CHEVROLET

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 JULY 31, 19 90.

STARTING WITH
FILM CODE NO. vol.41 pg.2286

ENDING WITH
FILM CODE NO. vol.41 pg.2387

COUNTY COURT OF FORT BEND COUNTY, TEXAS

DIANNE WILSON, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY Melissa Rodriguez
MELISSA RODRIGUEZ DEPUTY